

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 1-877-917-0133 or go to www.OCOilSpillSettlement.com to see if you qualify

*A Federal Court authorized this Notice. You are not being sued.
This is not a solicitation from a lawyer.*

- A proposed Settlement has been reached in the class action called *Gutierrez, et al. v. Amplify Energy Corp., et al.*, Case No. SA 21-CV-1628-DOC-JDE (C.D. Cal.) involving the October 2021 oil spill off the coast of Orange County near Huntington Beach (the “Oil Spill”).
- Plaintiffs allege that Amplify Energy Corp., Beta Operating Company, LLC and San Pedro Bay Pipeline Company (collectively “Amplify” or “the Amplify Defendants”) have responsibility for the Oil Spill that caused damage to commercial fishers and processors, coastal real property, and certain waterfront tourism businesses. Amplify denies those allegations and asserts that two container ships struck and damaged the pipeline leading to Oil Spill, and failed to alert Amplify of the incident. Both Plaintiffs and Amplify have also sued the ships.
- **The Settlement was reached with Amplify only.** The Settlement does not include Plaintiffs’ claims against the two container ships involved in the Oil Spill. Those actions are titled *In the Matter of the Complaint of Dordellas Finance Corp. Owner and MSC Mediterranean Shipping Company S.A., Owner pro hac vice*, No. 2:22-cv-02153-DOC-JDE, or the “Limitation Action,” which is also pending in the Central District of California before Judge Carter. **The Waterfront Tourism Class claims against the ships are ongoing and not affected by this Settlement with Amplify.**
- The Settlement will pay \$50 million to create settlement funds, \$7 million of which will be used for the Waterfront Tourism Class Settlement Fund. If the Settlement is approved and becomes final, payments will be made to eligible Class Members based on an allocation plan approved by the Court. If you received a notice for Waterfront Tourism Class Members in the mail, it indicated whether you do not have to do anything in order to receive payment (i.e., a check will be mailed to you if the Court grants final approval of the Settlement) or you need to file a claim to receive payment. In addition to the monetary benefits of the Settlement, the Settlement provides that Amplify will also take steps to help prevent future oil spills.
- You are a Waterfront Tourism Class Member if you are a person or entity in operation between October 2, 2021, and December 31, 2021, who: (a) owned or worked on a sea vessel engaged in the business of ocean water tourism (including sport fishing, sea life observation, and leisure cruising) and accessed the water between the San Gabriel River and San Juan Creek in Dana Point; or (b) owned businesses that offered surfing, paddle boarding, recreational fishing, and/or other beach or ocean equipment rentals and/or lessons or activities; sold food or beverages; sold fishing bait or equipment, swimwear or surfing apparel, and/or other retail goods; or provided visitor accommodations south of the San Gabriel River, north of the San Juan Creek, and west of: (1) Highway 1 in Seal Beach; (2) Orange Avenue and Pacific View Avenue in Huntington Beach; and (3) Highway 1 south of Huntington Beach.

PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS ARE AFFECTED IF YOU ARE A MEMBER OF THE WATERFRONT TOURISM CLASS.

Questions? Please call 1-877-917-0133 or visit www.OCOilSpillSettlement.com

- This Notice explains your rights and options **and the deadlines to exercise them.**

YOUR LEGAL RIGHTS AND OPTIONS		
RECEIVE A PAYMENT	<p>Unless you are a <u>RESTAURANT, RETAIL STORE, SURF SCHOOL, or BAIT AND TACKLE BUSINESS:</u></p> <ul style="list-style-type: none"> • Automatically receive a payment from the Settlement • Be bound by the Settlement <p>If you are a <u>RESTAURANT, RETAIL STORE, SURF SCHOOL, or BAIT AND TACKLE BUSINESS:</u></p> <ul style="list-style-type: none"> • File a claim to receive a payment from the Settlement • Be bound by the Settlement 	<p>Postmarked on or before June 9, 2023</p>
EXCLUDE YOURSELF (“OPT-OUT”)	<ul style="list-style-type: none"> • Receive no payment from the Settlement • Keep your right to sue the Amplify Defendants over the claims resolved by the Settlement 	<p>Postmarked on or before February 14, 2023</p>
OBJECT	<ul style="list-style-type: none"> • Tell the Court what you do not like about the Settlement • You will still be bound by the Settlement and you will still receive your payment 	<p>Served/Filed no later than February 14, 2023</p>

- This Notice explains your rights and options **and the deadlines to exercise them.**
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be distributed to restaurants and retail stores who file a valid and timely and all other qualifying Class Members automatically only if the Court approves the Settlement and after potential appeals are resolved.

Questions? Please call 1-877-917-0133 or visit www.OCOilSpillSettlement.com

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BASIC INFORMATION

1. Why was this Notice issued?

A Federal Court authorized this Notice because you have a right to know about the proposed Settlement and about your rights and options before the Court decides whether to give final approval to the Settlement. This Notice explains the lawsuit, the proposed Settlement, your legal rights, and the hearing (“Final Approval Hearing”) to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement between the certified Waterfront Tourism Class and the Amplify Defendants.

The case is called *Gutierrez, et al. v. Amplify Energy Corp., et al.*, Case No. SA 21-CV-1628-DOC-JDE (C.D. Cal.). The persons who have filed the class action and serve as Waterfront Tourism Class Representatives are Banzai Surf Company, LLC, Beyond Business Incorporated, d/b/a Big Fish Bait & Tackle, Bongos Sportfishing LLC and Bongos III Sportfishing LLC, Davey’s Locker Sportfishing, Inc., East Meets West Excursions, and Tyler Wayman. Additional Plaintiffs serve as Class Representatives to represent the Property and Fisher Classes. As explained above, Defendants in the lawsuit include Amplify Energy Corp., Beta Operating Company, LLC and San Pedro Bay Pipeline Company (“Amplify” or the “Amplify Defendants”).

2. What is this case about?

On October 1, 2021, an underground pipeline known as Amplify’s P00547 Pipeline ruptured, resulting in the Oil Spill off the coast of Orange County near Huntington Beach. Plaintiffs allege that Amplify, the company operating the pipeline, has responsibility for the oil spill that caused damage to commercial fishers and processors, coastal real property, and waterfront tourism businesses. Amplify denies those allegations and asserts that two container ships struck and damaged the pipeline leading to Oil Spill and failed to alert Amplify of the incident. **Plaintiffs’ claims against the ships, including on behalf of the Waterfront Tourism Class, are ongoing and are not affected by this Settlement with Amplify.**

3. Why is this a class action?

In a class action, one or more people called class representatives sue on behalf of people who have similar claims. All these people are a class or class members. Bringing a case, such as this one, as a class action allows adjudication of many similar claims of persons and entities that might be economically too small to bring in individual actions. One court resolves the issues for all class members, except for those who exclude themselves (opt out) from the class.

4. Why is there a Settlement?

The Court has not decided whether Plaintiffs or Amplify are right. Instead, both sides agreed to the Settlement to avoid the uncertainties and expenses associated with continuing the litigation. The Class Representatives and their attorneys think the Settlement is best for the Classes.

THIS NOTICE IS NOT INTENDED TO BE AN EXPRESSION OF ANY OPINION BY THE COURT WITH RESPECT TO THE TRUTH OF THE ALLEGATIONS IN THE LAWSUIT OR THE MERITS OF THE CLAIMS OR DEFENSES ASSERTED. THIS NOTICE IS SOLELY TO ADVISE YOU OF THE PROPOSED SETTLEMENT AND YOUR RIGHTS IN CONNECTION WITH THAT SETTLEMENT.

WHO'S INCLUDED IN THE SETTLEMENT?

5. How do I know if I am in the Class?

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

Excluded from the Waterfront Tourism Class are:

- the Amplify Defendants, any entity or division in which the Amplify Defendants have a controlling interest, and their legal representatives, officers, directors, employees, assigns and successors;
- the judge to whom this case is assigned, the judge's staff, and any member of the judge's immediate family;
- businesses that contract directly with the Amplify Defendants for use of the Pipeline;
- all employees of the law firms representing Plaintiffs and the Class Members; and
- all opt-outs.

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

The Waterfront Tourism Class Settlement, if approved, will result in the creation of a cash settlement fund of \$7 million (the "Waterfront Tourism Class Settlement Amount"). The Waterfront Tourism Class Settlement Amount, together with any interest earned thereon, is the "Waterfront Tourism Class Common Fund."

The Waterfront Tourism Class Common Fund will be used to pay eligible Class Members, attorney fees and costs as awarded by the Court ("Fees and Costs Award"), all costs associated with notice and settlement administration, any service awards to be paid to Class Representatives as approved by the Court, and any other fees and costs approved by the Court. If you are entitled to relief under the Waterfront Tourism Class Settlement, the Settlement Administrator will determine the amount payable to you based on the Court-approved Plan of Distribution.

Importantly, the Settlement also provides for injunctive relief in addition to money for eligible Class Members. This means that, if the Settlement is approved, Amplify will also take steps to help prevent future oil spills, which are explained in detail at www.OCOilSpillSettlement.com.

7. How will the lawyers be paid?

Class Counsel will apply to the Court for a Fees and Costs Award up to \$1.75 million (or 25% of the Settlement) plus expenses, to be paid from the Waterfront Tourism Class Common Fund). Class Counsel will also ask the Court to award up to \$10,000 to each of the six Waterfront Tourism Class Representatives as a service award, in recognition of their time and effort spent on behalf of the Waterfront Tourism Class in achieving this Settlement.

The Court may award less than the amount requested by Class Counsel. Any amount awarded to Class Counsel or Class Representatives will be paid out of the Waterfront Tourism Class Common Fund. Class Counsel will file

their motion for attorneys' fees and expenses no later than **January 25, 2023** and a copy of the motion will also be available at www.OCOilSpillSettlement.com.

HOW TO GET BENEFITS

8. How will I find out how much money I am personally getting?

Class Counsel has submitted the proposed Plan of Distribution to the Court and has posted it at www.OCOilSpillSettlement.com. If the Settlement is approved and becomes final, payments will be made to eligible Class Members based on an allocation plan approved by the Court.

9. How can I get a payment?

If the Settlement is approved by the Court, members of the Waterfront Tourism Class **who are *not* restaurants, retail businesses, surf schools, or bait and tackle businesses** will be sent checks automatically and will not have to file claims to receive settlement payments.

Waterfront Tourism Class **who are restaurants, retail businesses, retail businesses, surf schools, or bait and tackle businesses** must complete and submit a timely Claim Form. The Claim Form can be obtained online at www.OCOilSpillSettlement.com or by writing or emailing the Settlement Administrator at the address listed below. All Claim Forms must be submitted online or mailed and postmarked by **June 9, 2023**.

Orange County Oil Spill Settlement
c/o JND Legal Administration
P.O. Box 91202
Seattle, WA 98111

If you are a Waterfront Tourism Class Member **who is a restaurant, retail business, surf school, or bait and tackle business** and you do not submit a valid Claim Form by **June 9, 2023**, you will not receive a payment, but you will be bound by the Court's judgment.

10. Am I definitely going to get money from this Settlement?

No. There will be no payments if the Settlement is not approved by the Court or if it is appealed. If the Settlement is approved, you might not get money because you might not be a Class Member.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in the Litigation?

The Court has appointed Lieff Cabraser Heimann Bernstein LLP, Aitken, Aitken, Cohn, and Larson, LLP ("Interim Settlement Class Counsel") to be the attorneys representing the Fisher, Property, and Waterfront Tourism Classes. Interim Settlement Class Counsel believe that the Settlement Agreement is fair, reasonable, and in the best interests of the Classes. If you want to be represented by your own lawyer, you may hire one at your own expense. If you wish to contact your Court-appointed lawyers, their contact information is below:

Lexi J. Hazam
LIEFF CABRASER HEIMANN BERNSTEIN LLP
275 Battery Street, 29th Floor
San Francisco, CA 94111-3339
(415) 956-1000

Wylie A. Aitken
AITKEN, AITKEN, COHN
3 MacArthur Pl. Suite 800
Santa Ana, CA 92707
(714) 434-1424

Stephen Larson
LARSON LLP
555 Flower St. #4400
Los Angeles, CA 90071
(213) 436-4888

EXCLUDING YOURSELF FROM THE SETTLEMENT

12. Can I exclude myself from the Settlement?

Yes. If you want to keep your right to sue or continue to sue the Amplify Defendants on your own and at your own expense about the claims released in this Settlement, then you must take steps to exclude yourself—or it is sometimes referred to as “opting out” of the Settlement.

13. How do I exclude myself from the Settlement?

To exclude yourself (or “opt out”) from the Settlement, you must mail a request for exclusion postmarked no later than **February 14, 2023**, to the Settlement Administrator at the following address:

Orange County Oil Spill Settlement
Exclusions
c/o JND Legal Administration
P.O. Box 91202
Seattle, WA 98111-9350

Your exclusion request must include:

- Your full legal name, valid mailing address, and functioning telephone number;
- A statement that you have reviewed and understood the Class Notice and choose to be excluded from the Settlement;
- The name of and contact information for your attorney, if represented by an attorney; and
- Your handwritten signature.

If you ask to be excluded from the Settlement, you will not get a payment, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit, and you may be able to sue (or continue to sue) Amplify and the other Released Parties about the claims in this lawsuit.

If you don’t include the required information or timely submit your request for exclusion, you will remain a Class Member and will not be able to sue Amplify or the other Released Parties about the claims in this lawsuit.

14. If I don’t exclude myself, can I sue the Amplify Defendants for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Amplify for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You must exclude yourself from

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this Settlement to continue your own lawsuit. If you properly exclude yourself from the Settlement, you will not be bound by any orders or judgments entered relating to the Settlement.

The Settlement does not affect your rights against the ship defendants, and claims against them on behalf of a Fisher Class are continuing.

15. If I exclude myself, can I still get a Settlement payment?

No. You will not get any money from the Settlement if you exclude yourself.

OBJECTING TO THE SETTLEMENT

16. How do I object to the Settlement?

If you are a Class Member, you can object to the Settlement with Amplify in writing if you do not like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must file a written objection stating that you object to the Settlement in *Gutierrez, et al. v. Amplify Energy Corp., et al.*, Case No. SA 21-CV-1628-DOC-JDE.

Your written objection must include:

- Your name, address, and telephone number;
- Proof of class membership including documents such as business licenses;
- A statement indicating whether the objection is to the proposed Settlement, the Plan of Distribution, or the application for attorneys' fees and costs;
- A statement of the factual and legal reasons for your objection;
- Identify all class action settlements by name, date, and court to which you have previously objected;
- The name and contact information of any and all lawyers representing, advising, or in any way assisting you in connection with your objection;
- Copies of all documents that you wish to submit in support of your position; and
- Your signature.

Your objection must be filed with the Court and mailed or delivered to Interim Settlement Class Counsel and the Amplify Defendants' Counsel listed below by certified mail postmarked no later than **February 14, 2023**.

Interim Settlement Class Counsel	Counsel for the Amplify 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;">Daniel T. Donovan KIRKLAND & ELLIS 1301 Pennsylvania Avenue, N.W. Washington, D.C. 20004 (202) 389-5174</p>
	The Court
	<p style="text-align: center;">Clerk of the Court United States District Court for the Central District of California First Street Courthouse 350 West 1st Street, Los Angeles, California 90012-4565</p>

17. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the Settlement with Amplify. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself, or opting out, from the Settlement is telling the Court that you don't want to be part of the Settlement. If you exclude yourself from the Settlement, you have no basis to object to the Settlement because it no longer affects you.

OBLIGATIONS AND RELEASED CLAIMS

18. What are my rights and obligations under the Settlement?

If you are a Waterfront Tourism Class Member and you do not exclude yourself from the Settlement with Amplify, you will be bound by the terms of the Settlement upon final approval by the Court. See Question 9 for additional information.

19. What claims will be released by the Settlement?

If the Settlement with Amplify is approved by the Court, all Class Members will be bound by the Settlement and will be deemed to have, fully, finally, and forever released relinquished and discharged the Amplify Defendants and related Released Parties from any and all claims of any kind or nature whatsoever for any property damage or any economic losses of any kind or nature whatsoever arising out of or relating to the San Pedro Bay Incident, including any claims under OPA. The specific claims you are giving up against the Amplify Defendants are described in the Settlement Agreement at www.OCOilSpillSettlement.com. The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions you can talk to the lawyers listed in Question 11 for free or you can, of course, talk to your own lawyer if you have questions about what this means.

FINAL APPROVAL HEARING

20. May I attend the Final Approval Hearing?

Yes. The Court will hold a Final Approval Hearing on **April 24, 2023, at 8:30 a.m. Pacific**, at the United States District Court for the Central District of California, First Street Courthouse, 350 West 1st Street, Courtroom 10A, Los Angeles, California 90012. At the hearing the Court will (a) determine whether to grant final approval to this Settlement Agreement; (b) consider any timely objections to this Settlement and the responses to such objections; (c) rule on any application for attorneys' fees and costs; (d) rule on any application for service awards; and (e) determine whether or not to adopt the Plans of Distribution. At the Final Approval Hearing, the Class Representatives, acting through Interim Settlement Class Counsel, will ask the Court to give final approval to this Settlement Agreement.

The date and time of this hearing may change without further notice, and/or the Court could order that this hearing be held remotely or telephonically. Check www.OCOilSpillSettlement.com for updates.

21. Do I have to come to the Final Approval Hearing?

No. Interim Settlement Class Counsel will answer any questions the Court may have, but you are welcome to come at your own expense. If you submit an objection, you do not have to come to Court to talk about it. As long as you filed and mailed your written objection on time to the proper addresses, the Court will consider it. You may also pay your own lawyer to attend the hearing, but it's not necessary.

GETTING MORE INFORMATION

22. How can I get more information?

This Notice summarizes the Settlement. You can get more details and print the Settlement Agreement at www.OCOilSpillSettlement.com. You may also write with questions or notify the Settlement Administrator regarding address changes to Orange County Oil Spill Settlement c/o JND Legal Administration, P.O. Box 91202, Seattle, WA 98111, email at info@OCOilSpillSettlement.com or call 1-877-917-0133.

PLEASE DO NOT CONTACT THE COURT

**BY ORDER OF THE COURT
HON. DAVID S. CARTER
UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**