

# **EXHIBIT 2**

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

5 Lexi J. Hazam (State Bar No. 224457)  
lhazam@lchb.com  
6 **LIEFF CABRASER HEIMANN &**  
7 **BERNSTEIN, LLP**  
8 275 Battery Street, 29th Floor  
San Francisco, CA 94111-3339  
Telephone: 415.956.1000  
Facsimile: 415.956.1008

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

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

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

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

21 Plaintiffs,

22 v.

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

24 Defendants.

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

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

**I. BACKGROUND**

1  
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 May 3, 2023, between  
6 Plaintiffs and the Shipping Defendants in the above-captioned case (“Settlement  
7 Agreement” or “Settlement”). This Settlement relates to an oil spill in October 2021  
8 from the P00547 Pipeline in San Pedro Bay that Plaintiffs allege caused damage to  
9 real property (“Oil Spill” or “Spill”).<sup>1</sup> Settlement Agreement, Article I.37.

10 2. The Settlement Agreement is attached as Exhibit 1 to the Declaration  
11 of Lexi J. Hazam in Support of Plaintiffs’ Motion for Preliminary Approval  
12 [Dkt. 739-2].

13 3. The Settlement provides that Amplify shall pay \$8.1 million to the  
14 Real Property Class (the “Real Property Class Settlement Amount”), in exchange  
15 for a full release of claims alleged on behalf of the Real Property Class in this  
16 litigation. Settlement Agreement, Articles I.32, III.

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 \_\_\_\_\_

25 <sup>1</sup> “Shipping Defendants” refers to the “Defendants” defined in the Settlement  
26 Agreement: Capetanissa Maritime Corporation, Costamare Shipping Co., S.A.,  
27 V.Ships Greece Ltd., the M/V Beijing, Dordellas Finance Corp., MSC  
28 Mediterranean Shipping Co. SA, Mediterranean Shipping Co. S.r.l., MSC  
Shipmanagement Ltd., and MSC Danit.

1 members of the Real Property Class before Class members must decide whether to  
2 object to the Settlement. The Parties further agreed that “the rulings of the Court  
3 regarding the Plans of Distribution, and any claim or dispute relating thereto, will  
4 be considered by the Court separately from the approval of the Settlement  
5 Agreement,” and that Final Approval of the Settlement is not contingent upon  
6 resolution of any appeals, modifications, or reversal of orders regarding the Plan of  
7 Distribution. Settlement Agreement, Articles IV.1; IV.2.

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

- 11 a. Fees and Costs Awards, subject to Court approval;
- 12 b. Service Awards to Class Representatives, subject to Court  
13 approval; and
- 14 c. Costs of Notice and administration of the Settlement, including  
15 fees and expenses of the Settlement Administrator, costs of generating and mailing  
16 checks, fees, and costs of escrow, if any.

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

## 20 **II. DEFINITIONS**

21 8. The capitalized terms used in this Plan of Distribution for the Real  
22 Property Class have the same meaning as defined in the Settlement Agreement  
23 [Dkt. 739-2] and Order Granting Preliminary Approval of the Proposed Settlement  
24 [Dkt. 751] unless otherwise indicated.

25 9. “Damage Period” means the period after the Spill, from October 2,  
26 2021, through December 31, 2021, used to determine Distribution Shares.

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

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

3 12. “Preliminary Approval Order” means the Order entered by this Court  
4 on June 16, 2023 [Dkt. 751], which directs the procedures and schedule for  
5 approval of the Settlement, including submission of this Distribution Plan.

6 13. “Real Property Class” or “Real Property Class Definition” means the  
7 definition of the Real Property Class as defined in Plaintiffs’ Second Amended  
8 Consolidated Class Action Complaint [Dkt. 454] (and defined as the “Property  
9 Class” in the Settlement):

10 Owners or lessees, between October 2, 2021, and  
11 December 31, 2021, of residential waterfront and/or  
12 waterfront properties or residential properties with a  
13 private easement to the coast located between the San  
14 Gabriel River and the San Juan Creek in Dana Point,  
15 California.<sup>2</sup>

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

20 15. “Recovery” is the net distribution attributed to a Real Property Class  
21 member by the Settlement Administrator, reflecting the Distribution Share, less any  
22 necessary adjustments or deductions.

23 \_\_\_\_\_  
24 <sup>2</sup> Excluded from the Property Class are: (1) Defendants, any entity or division in  
25 which Defendants have a controlling interest, and their legal representatives,  
26 officers, directors, employees, assigns and successors; (2) the judge to whom this  
27 case is assigned, the judge’s staff, and any member of the judge’s immediate  
28 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  
will also be excluded.

1 16. “Release” means the release of claims reflected in the Settlement  
2 Agreement. Settlement Agreement, Article VII.

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

5 18. “Settlement Administrator” means JND Legal Administration, the  
6 administrator selected by Class Counsel and appointed by this Court [Dkt. 751 at  
7 ¶ 8].

8 19. “Settlement Agreement,” “Settlement,” or “Agreement” means the  
9 Settlement Agreement executed on May 3, 2023 and attached as Exhibit 1 to the  
10 Declaration of Lexi J. Hazam in Support of Plaintiffs’ Motion for Preliminary  
11 Approval [Dkt. 739-2].

12 20. “Settlement Website” means the dedicated website maintained by the  
13 Settlement Administrator at [www.OCOilSpillSettlement.com](http://www.OCOilSpillSettlement.com).

14 21. “Spill” means the October 2021 oil spill from the P00547 Pipeline in  
15 San Pedro Bay that Plaintiffs allege caused damage to real property.

16 **III. DISTRIBUTION PLAN**

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

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

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

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

1           26. To calculate each Real Property Class member's Distribution Share,  
2 the Settlement Administrator will divide the Real Property Net Settlement Fund by  
3 the number of distinct real property addresses in the Real Property Class. Each Real  
4 Property Class member's Distribution Share shall be the same.

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

12           28. If an individual believes that he or she is a Real Property Class  
13 member but did not receive direct notice, they can contact the Settlement  
14 Administrator before the Court grants final approval, in which case the Settlement  
15 Administrator shall determine eligibility and compensation under the Settlement.  
16 The Settlement website will contain similar information.

17           29. All settlement checks issued shall be void if not cashed within 180  
18 calendar days of their date of issue and shall contain a legend to that effect.  
19 Approximately 60 days after the mailing of settlement checks the Settlement  
20 Administrator shall confer with Class Counsel and together determine whether it is  
21 appropriate to mail a reminder postcard to each Real Property Class member who  
22 has not yet cashed a settlement check.

23           30. To the extent that any part of the Real Property Settlement Fund  
24 remains uncashed more than 180 days after the Settlement Administrator has  
25 distributed funds to all eligible Real Property Class members, Class Counsel will  
26 seek Court approval for distributing the remainder of the Real Property Net  
27 Settlement Fund. The Claims Administrator will follow the directions approved by  
28 the Court.

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

**IV. COURT AUTHORITY AND REVIEW**

31. All proceedings with respect to Settlement administration, determination of each putative Real Property Class member’s eligibility and Recovery (if any), the distribution of funds, and the determination of all controversies relating thereto, including disputed questions of law and fact, shall be subject to the continuing jurisdiction of the Court. All Real Property Class members expressly waive trial by jury (to the extent any such right may exist) and any right of appeal or review with respect to the Court’s determinations on such issues.

32. Pursuant to the Settlement, “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.” Settlement Agreement, Article V.1.

Dated: June 26, 2023

*/s/ Wylie A. Aitken*  
\_\_\_\_\_  
Wylie A. Aitken

*/s/ Lexi J. Hazam*  
\_\_\_\_\_  
Lexi J. Hazam

*/s/ Stephen G. Larson*  
\_\_\_\_\_  
Stephen G. Larson

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

Lexi J. Hazam, State Bar No. 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

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

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

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