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15 *(additional counsel listed at signature)*

16 **UNITED STATES DISTRICT COURT**  
17 **CENTRAL DISTRICT OF CALIFORNIA**

19 KEITH ANDREWS, an individual, et  
20 al.,

21 Plaintiffs,

22 v.

23 PLAINS ALL AMERICAN  
24 PIPELINE, L.P., a Delaware limited  
25 partnership, et al.,

26 Defendants.

Case No. 2:15-cv-04113-PSG-JEMx

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

Date: June 10, 2022

Time: 1:30 p.m.

Judge: Hon. Philip S. Gutierrez

Courtroom: 6A

1 TO ALL THE PARTIES AND TO THEIR COUNSEL OF RECORD:

2 PLEASE TAKE NOTICE that the Honorable Philip S. Gutierrez, in  
3 Courtroom 6A of the United States District Court, Central District of California,  
4 located at 350 West 1<sup>st</sup> Street, Los Angeles, CA 90012-4565, has specially set a  
5 hearing on June 10, 2022, at 1:30 p.m. for Plaintiffs' Motion for Preliminary  
6 Approval of Class Action Settlement and for Direction of Notice Under Rule 23(e),  
7 unless the Court elects to decide this unopposed motion without a hearing.  
8 Plaintiffs, by and through their attorneys of record, will move and hereby do move  
9 the Court for an order pursuant to Fed. R. Civ. P. 23(e) (1) granting Plaintiffs'  
10 Motion for Preliminary Approval of Class Action Settlement and for Direction of  
11 Notice Under Rule 23(e). Plaintiffs request that in this order the Court do the  
12 following:

- 13
- 14 A. Grant preliminary approval of the proposed Settlement;
  - 15 B. Approve the proposed notice program in the Settlement,  
16 including the proposed forms of notice, and direct that notice be  
17 disseminated pursuant to such notice program and Fed. R. Civ.  
18 P. 23(e)(1);
  - 19 C. Appoint JND Legal Administration as Settlement Administrator  
20 and direct JND Legal Administration to carry out the duties and  
21 responsibilities of the Settlement Administrator as specified in  
22 the Settlement;
  - 23 D. Enter a scheduling order consistent with the dates set forth in the  
24 below Memorandum.  
25  
26

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

1 all exhibits thereto; the Declaration of Robert J. Nelson In Support of Preliminary  
2 Settlement Approval filed herewith; the Declaration of Jennifer Keough In Support  
3 of Motion for Preliminary Approval of Class Action Settlement and Direction of  
4 Notice under Rule 23(e) filed herewith; the arguments of counsel; all papers and  
5 records on file in this matter, and such other matters as the Court may consider.

6  
7  
8 Dated: May 13, 2022

Respectfully submitted,

9 LIEFF CABRASER HEIMANN &  
BERNSTEIN, LLP

10  
11 By: Robert J. Nelson  
Robert J. Nelson

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18 KEITH ANDREWS, an individual, et  
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22 PLAINS ALL AMERICAN  
23 PIPELINE, L.P., a Delaware limited  
partnership, et al.,

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25 Defendants.

Case No. 2:15-cv-04113-PSG-JEMx

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

Date: June 10, 2022

Time: 1:30 p.m.

Judge: Hon. Philip S. Gutierrez

Courtroom: 6A

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**INTRODUCTION**

1  
2 After seven years of hard-fought litigation, Plaintiffs now move the Court to  
3 approve a proposed Settlement of \$184 million for the Fisher Class and \$46 million  
4 for the Property Class, inclusive of attorneys’ fees and costs.<sup>1</sup> The proposed  
5 Settlement is an exceptional achievement for each Class, and readily satisfies the  
6 fair, reasonable, and adequate criteria for preliminary settlement approval. The  
7 proposed Settlement represents a substantial percentage of the Plaintiffs’  
8 recoverable damages, even assuming a successful trial and appeals – which was by  
9 no means a certainty given the complexity and scale of this litigation.

10 This Settlement is informed by an extraordinary degree of discovery and  
11 motion practice. The Parties hired no fewer than 17 substantive experts who  
12 exchanged more than 50 expert reports, document discovery resulted in the  
13 production of over 1.5 million pages of documents, and more than 100 depositions  
14 were taken. Plaintiffs’ claims survived a motion to dismiss and two motions for  
15 summary judgment. Plaintiffs successfully certified two Rule 23(b)(3) classes,  
16 including the Fisher Class and the Property Class. These certifications also survived  
17 multiple motions for decertification and several Rule 23(f) petitions to the Ninth  
18 Circuit. In addition, the case was ready for trial in advance of the June 2022 trial  
19 date. Witness and exhibit lists had been exchanged, jury instructions prepared, and  
20 motions in limine ruled upon.

21 As a result, Plaintiffs are well-positioned to evaluate the strengths and  
22 weaknesses of their case, as well as the proposed Settlement. Notwithstanding their  
23 confidence in the merits of their claims, Plaintiffs recognize the challenges of  
24 proving their claims at trial, the uncertainty of what amounts the jury would award

25  
26 \_\_\_\_\_  
27 <sup>1</sup> The Settlement Agreement (the “Settlement”) is Exhibit 1 to the concurrently filed  
28 Declaration of Robert J. Nelson In Support of Preliminary Settlement Approval  
 (“Nelson Decl.”). Unless otherwise specified, capitalized terms herein refer to and  
 have the same meaning as in the Settlement.

1 even if Plaintiffs prevail on liability, and the risk and potential for delay associated  
2 with preserving any favorable trial verdict and damage award on appeal.

3 Plaintiffs are also mindful that the oil spill occurred seven years ago, on May  
4 19, 2015. Class members already have waited a substantial time to recover any  
5 monies, and any appeal of a successful trial verdict could potentially add several  
6 years before awards could be distributed. This proposed Settlement—which is the  
7 product of extensive, arm’s length negotiations overseen by experienced and  
8 accomplished mediators Honorable Daniel Weinstein (Ret.) and Robert A. Meyer  
9 of JAMS—ensures substantial and meaningful relief for the Class Members once  
10 the Settlement is finally approved.

11 For the reasons set forth herein, Plaintiffs respectfully request that the Court  
12 find that the Settlement satisfies Rule 23(e)’s standard for preliminary approval,  
13 approve notice to each of the Classes, and set a schedule for final settlement  
14 approval.

## 15 **BACKGROUND**

### 16 **I. Factual Background**

17 This litigation arises from an oil spill that occurred at Refugio State Beach in  
18 Santa Barbara County on May 19, 2015. Defendants owned and operated an  
19 onshore pipeline that runs along the coast near Santa Barbara. When the onshore  
20 pipeline ruptured, oil from the pipeline spilled into the Pacific Ocean, and spread  
21 along the coast of Santa Barbara County, Ventura County, and Los Angeles  
22 County. Dkt. 88 ¶¶ 1, 2.

### 23 **II. Procedural Background**

#### 24 **A. Investigation and Consolidation**

25 In the aftermath of the oil spill, and as early as June 1, 2015, certain plaintiffs  
26 filed the first of several class action complaints. On November 9, 2015, this Court  
27 consolidated many of the cases into this lead case, *Andrews et al. v. Plains All*  
28 *American Pipeline, L.P. et al.*, and administratively closed all other related cases.

1 See Dkt. 40. The operative pleading in this lead case is now the Second Amended  
2 Complaint (“SAC”), filed on April 6, 2016. Dkt. 88.

3 Plaintiffs brought claims for strict liability under the Lempert-Keene-  
4 Seastrand Oil Spill Prevention and Response Act (California Code Section 8670, *et*  
5 *seq.*) and under the common law for ultrahazardous activities. Plaintiffs also  
6 brought common law claims for negligence, public nuisance, negligent interference  
7 with prospective economic advantage, trespass, continuing private nuisance, and a  
8 permanent injunction. Finally, Plaintiffs brought a claim for violation of  
9 California’s Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.* See  
10 Dkt. 88 ¶¶ 261-359.

11 **B. Discovery**

12 By any measure, an extraordinary amount of discovery was conducted in this  
13 action. Inclusive of third party discovery, the parties obtained and exchanged more  
14 than 360,000 documents totaling over 1.5 million pages, including numerous highly  
15 technical documents and data sets relating to pipeline integrity. Nelson Decl. ¶ 3.  
16 The parties disclosed a total of 17 experts who produced 52 reports. *Id.*, ¶ 4. Each  
17 expert was deposed at least once, and many were deposed multiple times; for  
18 example, Plaintiffs’ oil transport expert Dr. Igor Mezić, was deposed four times.  
19 *Id.*, ¶ 5. Plains also filed well over a dozen motions to strike Plaintiffs’ experts’  
20 reports throughout the long life of this litigation. *Id.*, ¶ 6.

21 The parties also took more than 100 depositions. *Id.*, ¶ 7. In addition to the  
22 depositions of the experts described above, all 14 Class Representatives sat for day-  
23 long depositions prior to class certification, and Plaintiffs deposed 28 current and  
24 former Plains employees. *Id.*, ¶¶ 8-9.

25 **C. Class Certification**

26 **1. Fisher Class**

27 On August 22, 2016, Plaintiffs moved to certify a Class of fishers and fish  
28 processors impacted by Plains’ spill, supported by reports from five experts. Dkt.

1 123. Plains deposed each Class representative, deposed each Plaintiffs' expert (and  
2 moved to strike three of them), and submitted nine expert reports in support of its  
3 opposition. After extensive briefing and oral argument, on February 28, 2017, this  
4 Court certified a Fisher and Fish Industry Class based on initial estimates of where  
5 the oil traveled and which fishing blocks were impacted. Dkt. 257.

6 Following two years of additional fact and expert discovery, on August 31,  
7 2019, Plaintiffs sought to amend the Fisher Class definition to conform to the  
8 evidence of the fishing blocks actually impacted by the oil spill, supported by  
9 amended reports from two of their experts. Dkt. 531. Plains again deposed  
10 Plaintiffs' experts, moved to strike their reports, and opposed certification, serving  
11 amended reports from two of its own experts. Dkt. 545. Following voluminous  
12 briefing, this Court granted Plaintiffs' motion to amend the Fisher Class, certified  
13 the Fisher Class under Plaintiffs' proposed amended definition, and denied Plains'  
14 *ex parte* application to strike the reports of Plaintiffs' experts. Dkt. 577.<sup>2</sup>

15 Following that order, Plains petitioned the Ninth Circuit Court of Appeals to  
16 review the certification decision pursuant to Fed. R. Civ. P. 23(f). Plaintiffs  
17 opposed, and the Ninth Circuit denied the petition. *See Andrews et. al., v. Plains All*  
18 *American Pipeline, et. al*, Case No. 19-80167, Dkt. 3 (July 27, 2020).

---

20 <sup>2</sup> The amended and operative definition is: "All persons and businesses (Fishers)  
21 who owned or worked on a vessel that was in operation as of May 19, 2015 and  
22 that: (1) landed any commercial seafood in California Department of Fish and  
23 Wildlife ("CDFW") fishing blocks 654, 655, or 656; or (2) landed any commercial  
24 seafood, except groundfish or highly migratory species (as defined by the CDFW  
25 and the Pacific Fishery Management Council), in CDFW fishing blocks 651-656,  
26 664-670, 678-686, 701-707, 718-726, 739-746, 760-765, or 806-809; from May 19,  
27 2010 to May 19, 2015, inclusive; and All persons and businesses (Processors) in  
28 operation as of May 19, 2015 who purchased such commercial seafood directly  
from the Fishers and re-sold it at the retail or wholesale level. Excluded from the  
proposed Class 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) businesses  
that contract directly with Plains for use of the Pipeline." *Id.* at 3.

1 Plains moved to decertify the Fisher Class no less than three times. Plains  
2 moved to decertify the original Fisher Class and moved to exclude the opinions of  
3 two of Plaintiffs' experts, filing three expert reports in support of that motion. Dkts.  
4 566, 567, 568. Plaintiffs opposed (Dkts. 595-597), and this Court denied Plains'  
5 motion as moot after it granted certification of the amended Fisher Class in January  
6 2020. Dkt. 630. Plains then filed a decertification motion as to the amended Fisher  
7 Class in 2020, along with a motion to strike the expert reports of Plaintiffs'  
8 economics expert Dr. Peter Rupert and Plaintiffs' fish toxicity expert Dr. Hunter  
9 Lenihan. Dkts. 647, 649. Plaintiffs opposed. Dkts. 668-670. After extensive  
10 briefing and oral argument, the Court issued an order denying Plains' motion to  
11 decertify and motion to strike. Dkt. 714. In June 2021, Plains filed a third motion to  
12 decertify the Fisher Class, which this Court also denied. Dkt. 874.

13 In recent weeks, after its most recent motion to exclude testimony of Dr.  
14 Rupert regarding damages after 2017 was denied, Plains advised that it intended to  
15 seek a six month extension of the June 2022 trial date in order to re-depose each of  
16 the Class Representatives, as well as Drs. Rupert and Lenihan, to submit additional  
17 supplemental and rebuttal reports from its own experts, and to potentially file  
18 renewed motion to strike testimony of Plaintiffs' experts, and to again seek to  
19 decertify the Fisher Class. Dkt. 939.

## 20 **2. Property Class**

21 On March 5, 2018, Plaintiffs moved to certify a Property Class, based on  
22 their experts' analyses of where Plains' oil traveled and which coastal properties  
23 were impacted. Dkt. 428-1. Plains opposed, submitting reports from three of its  
24 own experts in support of its opposition, and moved to strike Plaintiffs' two expert  
25 reports. Dkts. 430, 440. On April 17, 2018, this Court granted Plaintiffs' motion for  
26 certification of the Property Class and denied Plains' motions to strike. Dkt. 454.

27 Plains petitioned the Ninth Circuit Court of Appeals pursuant to Fed. R. Civ.  
28 P. 23(f), Plaintiffs opposed, and the Ninth Circuit denied the petition. *See Andrews*

1 *et. al., v. Plains All American Pipeline, et. al*, Case No. 18-80054, Dkt. 4 (June 27,  
2 2018).

3 Like the Fisher Class, the Property Class was subject to three decertification  
4 motions. Plains filed its first motion to decertify in October, 2019 (Dkt. 555-1), and  
5 another round of motions to exclude the reports of Dr. Igor Mezić and Plaintiffs'  
6 real estate economist expert Dr. Randall Bell. Dkt. 556-1 (Mezić), Dkt. 557-1  
7 (Bell). Plaintiffs opposed, and this Court denied Plains' motion to decertify and  
8 denied Plains' motions to strike the reports of these experts. Dkt. 624. In 2020,  
9 Plains again moved to decertify the Property Class, which Plaintiffs opposed, and  
10 this Court denied. Dkts. 663, 718, 720. A year later, in June 2021, Plains filed a  
11 third motion to decertify the Property Class, which this Court denied. Dkt. 874.

12 **D. Summary Judgment**

13 Plains also filed multiple summary judgment motions. As to the Fisher Class,  
14 Plains moved for summary judgment in 2019. Dkt. 646. After extensive briefing,  
15 with thousands of pages of documents in support of and in opposition to the  
16 motion, and lengthy oral argument, the Court denied Plains' motion for summary  
17 judgment in large part. Dkt. 714.<sup>3</sup>

18 As to the Property Class, Plains moved for summary judgment on October  
19 21, 2019. Dkt. 554. After Plaintiffs opposed and Plains replied, the Court ordered  
20 supplemental briefing, which both Parties submitted. Dkts. 635, 636. After  
21 additional oral argument, the Court issued an order on March 17, 2020, largely  
22 denying Plains' motion. Dkt. 720.<sup>4</sup>

23 \_\_\_\_\_  
24 <sup>3</sup> The Court granted summary judgment against a subset of the Fisher Class, the fish  
25 processors, as to their ultrahazardous liability, negligence, and public nuisance  
claims. *Id.* at 19.

26 <sup>4</sup> The Court granted summary judgment only as to certain claims for certain groups  
27 within the Property Class. The Court dismissed the trespass claims for the Unoiled  
28 Properties, because the Court held that the group of properties did not suffer  
physical oiling and could not state a trespass claim. The Court similarly granted  
Plains' motion for summary judgment as to negligent interference with prospective  
economic advantage, violation of the UCL, and a permanent injunction, following

1 In June 2020, Plains moved for reconsideration of the Court’s summary  
2 judgment order. Plaintiffs opposed, and the Court denied Plains’ motion. Dkt. 720.

3 **E. Trial Preparation**

4 This case was originally set to go to trial in September of 2020. The Parties  
5 had prepared the case for trial, exchanging witness lists, a joint exhibit list with  
6 4,705 entries, jury instructions, deposition designations, and contentions of law and  
7 fact. The Parties also fully briefed 16 motions in limine and submitted multiple  
8 briefs regarding the trial plan.

9 The trial was postponed because of the COVID pandemic and was then re-set  
10 for June 2, 2022. This Court has since ruled on all 16 motions in limine and  
11 numerous other motions, including motions to amend witness and exhibit lists,  
12 motions to submit additional supplemental expert reports and to strike other reports.  
13 *See, e.g.*, Dkts. 891-900 (orders on motions in limine), Dkts. 857, 867 (order on  
14 amending witness list and exhibits for trial). The Court also adopted Plaintiffs’  
15 proposed trial plan over Plains’ opposition. Dkt. 911.

16 In sum, to say this case was mature at the time the Parties reached the  
17 proposed Settlement is an understatement. Plaintiffs were fully prepared to try the  
18 case, and the case was ready for trial. There should be no doubt that Plaintiffs and  
19 the Court are fully able to evaluate the case and the adequacy of the proposed  
20 Settlement.

21 **F. Mediation and Settlement**

22 The proposed Settlement is the product of arm’s length negotiations. The  
23 parties and their counsel participated in three formal full-day mediations over the  
24 course of three years with Judge Daniel Weinstein (Ret.) and Robert Meyer of  
25 JAMS, in addition to informal negotiations and innumerable telephone conferences  
26 over this same time. The first mediation was held in the fall of 2019. The second  
27 mediation was held in the fall of 2020. The third full-day mediation took place on

28 \_\_\_\_\_  
Plaintiffs’ concessions on these claims. *Id.* at 16.

1 March 22, 2022, after which the Parties still had not reached agreement. On April  
2 13, 2022, the mediators submitted a so-called mediator’s proposal that both Parties  
3 ultimately accepted. Since reaching an agreement in principle, the parties have  
4 worked diligently to draft the Settlement Agreement, notices, and other settlement  
5 exhibits, and to select the proposed Settlement Administrator. Nelson Decl. ¶ 10.

6 **III. Summary of Settlement Terms**

7 Under the proposed Settlement, Plains will pay \$184 million to the Fisher  
8 Class. The Fisher Class Settlement Amount, together with interest earned thereon,  
9 will constitute the Fisher Class Common Fund. Separately, Plains will pay \$46  
10 million to the Property Class. The Property Class Settlement Amount, together with  
11 interest thereon, will constitute the Property Class Common Fund. The total  
12 combined value of the two Funds is \$230 million. No portion of the combined \$230  
13 million will revert to Defendants. After deduction of notice-related costs and any  
14 Court-approved award of attorneys’ fees, reimbursement of litigation expenses, and  
15 service awards to Class Representatives, the monies will be distributed to the Class  
16 members in accordance with plans of distribution to be submitted to, and approved  
17 by, the Court (the “Net Settlement Fund(s)”).

18 Per the Settlement Agreement, Plaintiffs are entrusted with developing Plans  
19 of Distribution for each Common Fund, to be submitted to this Court for review  
20 and approval within 30 days of preliminary approval. Descriptions of the Plans of  
21 Distribution are described in Part I.C.2 below.

22 **LEGAL STANDARD FOR PRELIMINARY APPROVAL**  
23 **AND DECISION TO GIVE NOTICE**

24 Class actions “may be settled . . . only with the court’s approval.” Fed. R.  
25 Civ. P. 23(e). The Ninth Circuit has a “strong judicial policy . . . favor[ing]  
26 settlements, particularly where complex class action litigation is concerned.” *In re*  
27 *Hyundai & Kia Fuel Econ. Litig.*, 926 F.3d 539, 556 (9th Cir. 2019) (citation  
28



1 omitted). Rule 23(e) governs a district court’s analysis of the fairness of a proposed  
2 class action settlement and creates a multistep process for approval:

3 *First*, the court must make a “preliminary fairness determination” that it is  
4 likely to “approve the proposal under Rule 23(e)(2).” Fed. R. Civ. P. 23(e)(1)(B). *In*  
5 *re Chrysler-Dodge-Jeep Ecodiesel Mktg., Sales Pracs., & Prod. Liab. Litig.*, No.  
6 17-MD-02777-EMC, 2019 WL 536661, at \*7-8 (N.D. Cal. Feb. 11, 2019). *Second*,  
7 the court must direct notice to the proposed settlement class, describing the terms of  
8 the proposed settlement and the definition of the class, to give them an opportunity  
9 to object to or (in some cases) to opt out of the proposed settlement.<sup>5</sup> *See* Fed. R.  
10 Civ. P. 23(c)(2)(B); Fed. R. Civ. P. 23(e)(1), (5). *Third*, after a fairness hearing, the  
11 court may grant final approval to the proposed settlement on a finding that the  
12 settlement is fair, reasonable, and adequate. Fed. R. Civ. P. 23(e)(2).

### 13 ARGUMENT

#### 14 **I. The Proposed Settlement is Fair, Reasonable, and Adequate.**

15 A court should preliminarily approve a settlement and direct notice to the  
16 class if it finds that it is likely to approve the settlement as “fair, reasonable, and  
17 adequate.” Fed. R. Civ. P. 23(e)(1)(B)(i); (e)(2). Rule 23 sets out the “primary  
18 procedural considerations and substantive qualities that should always matter to the  
19 decision whether to approve the proposal.” Fed. R. Civ. P. 23(e)(2), 2018 adv.  
20 comm. note. These include whether “(A) the class representatives and class counsel  
21 have adequately represented the class; (B) the proposal was negotiated at arms-  
22 length; (C) the relief provided for the class is adequate . . . ; and (D) the proposal  
23 treats class members equitably relative to each other.” Fed. R. Civ. P. 23(e)(2).<sup>6</sup>  
24 The proposed Settlement readily satisfies these criteria.

25 \_\_\_\_\_  
26 <sup>5</sup> As discussed below, because class members have already been notified of the  
27 Court’s certification and given the opportunity to opt out, no further opt-outs should  
28 be permitted in this case. *See* Argument III, *infra*.

<sup>6</sup> The amended Rule 23(e)(2) was not intended “to displace any factor” courts have  
articulated as relevant to the decision whether to approve a class settlement as fair

1           **A. Plaintiffs and Class Counsel Have Adequately Represented the**  
2           **Classes.**

3           The Court must first consider whether “the class representatives and class  
4           counsel have adequately represented the class.” Fed. R. Civ. P. 23(e)(2)(A). This  
5           analysis includes “the nature and amount of discovery” undertaken in the case.  
6           Fed. R. Civ. P. 23(e), 2018 adv. comm. note.

7           The Class Representatives and Class Counsel have prosecuted this action on  
8           behalf of the Classes with vigor and dedication for seven years, such that this factor  
9           is readily satisfied. *See* Fed. R. Civ. P. 23(e)(2)(A); 4 William B. Rubenstein,  
10          *Newberg on Class Actions* § 13:49 (5th ed. Dec. 2021 update) (“*Newberg*”). As  
11          detailed in § II.B., *supra*, Class Counsel aggressively pursued fact and expert  
12          discovery, obtaining more than one million pages of documents, preparing and  
13          defending numerous experts, and closely scrutinizing Plaintiffs’ expert proof. Class  
14          Counsel also managed the extensive motion practice required by this case: they  
15          successfully certified both Classes and defeated Rule 23(f) petitions and three  
16          motions for decertification as to each Class; defeated summary judgment motions,  
17          supported by thousands of pages of documentation; and defeated countless other  
18          motions for reconsideration and motions to strike Plaintiffs’ experts over this  
19          lengthy litigation. *See also Valenzuela v. Walt Disney Parks & Resorts U.S., Inc.*,

20  
21          and adequate. Fed. R. Civ. P. 23(e)(2), 2018 adv. comm. note. In the Ninth  
22          Circuit, these factors are: “[1] the strength of the plaintiffs’ case; [2] the risk,  
23          expense, complexity, and likely duration of further litigation; [3] the risk of  
24          maintaining class action status throughout the trial; [4] the amount offered in  
25          settlement; [5] the extent of discovery completed and the stage of the proceedings;  
26          [6] the experience and views of counsel; [7] the presence of a governmental  
27          participant; and [8] the reaction of the class members to the proposed settlement.”  
28          *Campbell v. Facebook, Inc.*, 951 F.3d 1106, 1121 (9th Cir. 2020) (citation omitted).  
The amended Rule 23(e)(2) “overlap[s]” with and “substantively track[s]” the  
Ninth Circuit’s test for evaluating a settlement’s fairness. *Loomis v. Slendertone*  
*Distrib., Inc.*, 2021 WL 873340, at \*4 n.4 (S.D. Cal. Mar. 9, 2021); *Greer v. Dick’s*  
*Sporting Goods, Inc.*, 2020 WL 5535399, at \*2 (E.D. Cal. Sept. 15, 2020). As  
such, Plaintiffs’ analysis of Rule 23(e)(2) accounts for the Ninth Circuit’s factors  
and discusses them where applicable.

1 2019 WL 8647819, at \*6 (C.D. Cal. Nov. 4, 2019); *Hefler v. Wells Fargo & Co.*,  
2 2018 WL 6619983, at \*8 (N.D. Cal. Dec. 18, 2018) (class counsel “vigorously  
3 prosecuted this action through dispositive motion practice, extensive initial  
4 discovery, and formal mediation”).

5 The Class Representatives were also actively engaged in the case—each  
6 produced numerous documents, sat for a deposition, and regularly communicated  
7 with Class Counsel up to and including evaluating and approving the proposed  
8 Settlement. Nelson Decl., ¶ 8.

9 Finally, the Rule 23(e)(2)(A) “analysis is redundant of the requirements of  
10 Rule 23(a)(4) and Rule 23(g),” *Hudson v. Libre Tech. Inc.*, 2020 WL 2467060, at  
11 \*5 (S.D. Cal. May 13, 2020) (Curiel, J.) (quotation marks omitted), which this  
12 Court previously held were satisfied in certifying both Classes, appointing Plaintiffs  
13 as Class Representatives, and appointing Lieff Cabraser, Keller Rohrback, Cappello  
14 & Noël, and Audet & Partners as Class Counsel. *See* Dkts. 257, 454, 577. It follows  
15 from these prior rulings that “the adequacy factor under Rule 23(e)(2)(A) is also  
16 met.” *Hudson*, 2020 WL 2467060, at \*5.

17 **B. The Settlement Is the Result of Arm’s Length Negotiations.**

18 The Court must also consider whether “the proposal was negotiated at arm’s  
19 length.” Fed. R. Civ. P. 23(e)(2)(B). This “procedural concern[]” requires the  
20 Court to examine “the conduct of the litigation and of the negotiations leading up to  
21 the proposed settlement.” Fed. R. Civ. P. 23(e), 2018 adv. comm. note. There is  
22 “no better evidence” of “a truly adversarial bargaining process . . . than the presence  
23 of a neutral third party mediator.” *Newberg, supra*, § 13:50.

24 Here, the parties engaged in vigorous and contested settlement negotiations  
25 with the aid of Hon. Daniel Weinstein (Ret.) and Robert A. Meyer, Esq., both  
26 “neutral and experienced mediators.” *Baker v. SeaWorld Ent., Inc.*, 2020 WL  
27 4260712, at \*6 (S.D. Cal. July 24, 2020); *Soto v. Diakon Logistics (Del.), Inc.*, 2015  
28 WL 13344896, at \*3 (S.D. Cal. Feb. 5, 2015). The mediation efforts spanned three

1 years, punctuated by three all-day mediation sessions. Nelson Decl. ¶ 11. With  
2 Judge Weinstein and Mr. Meyer’s assistance, the Parties separately negotiated the  
3 Fisher Class Settlement Amount and the Property Class Settlement Amount, and  
4 were only able to agree when the mediators finally issued their own “mediators’  
5 proposal” as to each Class to resolve the case. *Id.*, ¶ 12.

6 Class Counsel will apply for an award of attorneys’ fees of up to 33 percent  
7 of both Common Funds. This award will be “separate from the approval of the  
8 Settlement, and neither [Plaintiffs nor Class Counsel] may cancel or terminate the  
9 Settlement based on this Court’s or any appellate court’s ruling with respect to  
10 attorneys’ fees.” *Cheng Jiangchen v. Rentech, Inc.*, No. 17-1490, 2019 WL  
11 5173771, at \*6 (C.D. Cal. Oct. 10, 2019). In addition, there is no “clear sailing”  
12 arrangement whereby Plains has agreed in advance not to oppose Class Counsel’s  
13 request for fees. Finally, no portion of the Common Funds will revert to Defendants  
14 or their insurers. *See generally In re Bluetooth Headset Prods. Liab. Litig.*, 654  
15 F.3d 935 (9th Cir. 2011). For these reasons, no signs of collusion are present here.  
16 *Id.*

17 In summary, this Settlement is the result of strenuous, arm’s length  
18 settlement negotiations, after years of hard-fought litigation.

19 **C. The Relief for the Classes is Substantial.**

20 The Court must “ensure the relief provided for the class is adequate,” taking  
21 into account (1) the costs, risks, and delay of trial and appeal; (2) the effectiveness  
22 of any proposed distribution plan, including the claims process; (3) the terms of any  
23 proposed award of attorney’s fees; and (4) any agreement made in connection with  
24 the proposal, as required under Rule 23(e)(3). Fed. R. Civ. P. 23(e)(2)(C). These  
25 factors also overwhelmingly support preliminary approval.  
26  
27  
28

1                   **1.     The Settlement Relief Outweighs the Costs, Risks, and Delay**  
2                   **of Trial and Appeal.**

3                   In order to assess “the costs, risks, and delay of trial and appeal,” Fed. R.  
4 Civ. P. 23(e)(2)(C)(i), the Court must “evaluate the adequacy of the settlement in  
5 light of the case’s risks.” *In re Wells Fargo & Co. S’holder Derivative Litig.*, 2019  
6 WL 13020734, at \*5 (N.D. Cal. May 14, 2019). This requires weighing “[t]he  
7 relief that the settlement is expected to provide” against “the strength of the  
8 plaintiffs’ case[ and] the risk, expense, complexity, and likely duration of further  
9 litigation.” *Id.* (alteration adopted) (first quoting Fed. R. Civ. P. 23(e)(2), 2018  
10 adv. comm. note; and then quoting *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1026  
11 (9th Cir. 1998)).

12                   Here, the \$46 million Property Class settlement represents over half of  
13 claimed compensatory damages, and the \$184 million Fisher Class settlement is  
14 nearly 100 percent of the claimed damages through 2017 and more than one-third  
15 of the total amount of claimed compensatory damages once the damages period was  
16 extended to 2020. Dkt. 929 at 5-6. In light of the myriad challenges and years of  
17 delay the Classes would have each faced in obtaining their maximum claimed  
18 damages – essentially requiring them to run the table on complex issues of liability,  
19 injury, damages, and class certification at trial and all the way through appeal – the  
20 Settlement represents an exceptional result for these Classes.

21                   For both Classes, Plains’ liability for negligence and any possible punitive  
22 damage exposure was hotly contested and turned on technical issues regarding  
23 Plains’ integrity management of its pipeline. Plaintiffs, through their experts,  
24 contended that Plains should have known about the pipeline’s corrosion years  
25 before it ruptured, including through inspections performed in 2007 and 2012.  
26 However, in the view of Plains and its experts, Plains acted reasonably by  
27 performing in-line inspections and the required digs and repairs.

1           Apart from Plains’ conduct, the Classes also faced arguments from Plains on  
2 both liability and damages proof. As reflected in Plains’ many *Daubert* and  
3 summary judgment motions, Plains submitted expert opinions that the spill volume  
4 was a fraction of what Plaintiffs’ asserted, which, if credited, potentially could have  
5 adversely impacted the liability case and limited the scope of damages for the  
6 Property Class. This spill volume dispute similarly could have affected liability and  
7 damages for the Fisher Class. Plains also attacked the Fisher Class damages model  
8 itself, focusing on confounding factors and the purported impact of the individual  
9 business decisions of Fisher Class members. Plains also made clear that it would  
10 use these same factual disputes to continue its attack on class certification, which it  
11 intended to bring yet again in these proceedings. In recent weeks, Plains previewed  
12 its requests for re-depositions of Class Representatives and Plaintiffs’ experts,  
13 renewed *Daubert* motions, renewed decertification motions, and a request to delay  
14 the trial by another six months. Dkt. 939.

15           Had Plaintiffs secured a complete victory at trial (both on liability and  
16 damages), it is a near certainty that Defendants would have engaged in “vigorous  
17 post-trial motion practices . . . and likely appeals to the Ninth Circuit—delaying any  
18 recovery for years.” *Baker*, 2020 WL 4260712, at \*7. Plains has arguably preserved  
19 all of its myriad arguments for appeal, which would therefore likely include a broad  
20 attack on every aspect of this seven-year-long litigation. Of course, Class Counsel  
21 were prepared to defend their clients’ case against each of these challenges, just as  
22 they have repeatedly done in the face of the dozen or more case-dispositive  
23 challenges to date. Nonetheless, risks remained, and significant and painful delays  
24 to recovery would have been inevitable.<sup>7</sup>

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25           <sup>7</sup> This case could very well have ended up at the Supreme Court, adding additional  
26 years of delay to an already seven-year-old case. For example, Plains continued to  
27 argue that the Court did not evaluate the number of class members who suffered  
28 injury, and could not do so on the basis of Plaintiffs’ evidence. While the Ninth  
Circuit recently held that a court need not determine what percentage of class  
members suffered injury in order to certify a class, *see Olean Wholesale Grocery*

1 Finally, experienced counsel’s support for the proposed Settlement also  
2 weighs in favor of preliminary approval. *See Cheng Jiangchen*, 2019 WL 5173771,  
3 at \*6 (“The recommendation of experienced counsel carries significant weight in  
4 the court’s determination of the reasonableness of the settlement.” (citation  
5 omitted)). This is especially true given that extensive discovery and motion practice  
6 allowed both sides to gain “a good understanding of the strengths and weaknesses  
7 of their respective cases,” reinforcing “that the settlement’s value is based on . . .  
8 adequate information.” *Newberg, supra*, § 13:49. Here, Class Counsel strongly  
9 support the proposed Settlement. *See generally* Nelson Decl., ¶¶ 19-20.

10 In summary, the proposed Settlement offers substantial monetary relief and  
11 simultaneously avoids the inevitable years-long delays the Classes would have  
12 suffered if the case were successfully tried and then appealed. This reality, and the  
13 potential risks outlined above underscore the strength of the proposed Settlement.

14 **2. The Settlement Will Effectively Distribute Relief to the**  
15 **Classes.**

16 Second, the Court should consider “the effectiveness of any proposed method  
17 of distributing relief to the class, including the method of processing class-member  
18 claims.” Fed. R. Civ. P. 23(e)(2)(C)(ii). “A claims processing method should deter  
19 or defeat unjustified claims, but the court should be alert to whether the claims  
20 process is unduly demanding.” Fed. R. Civ. P. 23(e), 2018 adv. comm. note. If the  
21 Settlement is approved by the Court, the Fisher Class and Property Class Common  
22 Funds will be distributed to eligible Class Members who timely submit valid Claim  
23 Forms in accordance with the Court-approved Plans of Distribution. Claim Forms  
24 will be available to Class Members both on the settlement website and by calling  
25 the Settlement Administrator to request a Claim Form. Class Members who do not  
26

27 \_\_\_\_\_  
28 *Coop., Inc. v. Bumble Bee Foods LLC*, 31 F.4th 651 (9th Cir. 2022), the dissent in  
that case asserts that the circuits are split on this issue. Thus, the propriety of  
certification here could conceivably have led to U.S. Supreme Court review.

1 timely submit valid Claim Forms will not share in the Common Funds, but will  
2 otherwise be bound by the Settlement.

3 Plaintiffs will submit Plans of Distribution to the Court within 30 days, and  
4 summarize their key features below. Once the plans are submitted, they will be  
5 posted on the case website, [www.PlainsOilSpill.com](http://www.PlainsOilSpill.com). As a part of the notice plan,  
6 Class members will be instructed to review the Plans of Distribution on the case  
7 website. Class members will be afforded the opportunity to review these plans well  
8 before they must decide whether to object to the Settlement.

9 ***Fisher Class.*** As to the Fisher Class, the Plan of Distribution is based upon  
10 the pro rata share and value of the catch attributable to each vessel and each fishing  
11 license, based on landing records from the California Department of Fish and  
12 Wildlife (CDFW). The Fisher Class Net Settlement Fund will be distributed among  
13 the Fisher Class Members proportionately, based on these landing records. The  
14 Plan also provides for the distribution of the Net Settlement Fund to fish processors  
15 based on the proportional share and value of fish purchased by each processor,  
16 based upon CDFW landing records.

17 After receiving the Claim Forms, the Settlement Administrator will  
18 determine whether Class Members are qualified to receive money, as well as the  
19 amount of any such distribution. The Settlement Administrator will be tasked with  
20 ensuring that all Settlement proceeds from the Fisher Net Settlement Fund are  
21 distributed consistent with the Plan of Distribution. Claimants will have the  
22 opportunity to object to their award, which will ultimately be subject to the Court's  
23 review pursuant to the Court's continuing jurisdiction over the Settlement of this  
24 action.

25 ***Property Class.*** As to the Property Class, Plaintiffs' expert Dr. Igor Mezić's  
26 oil transport model along with Dr. Bell's analysis projects that approximately 3,000  
27 coastal properties experienced oiling. For these properties, Dr. Mezić's model  
28 determined that these properties experienced of heavy, moderate, and light oiling



1 according to NOAA categories for a specific number of days. *Id.*, ¶ 13. There are  
2 also coastal properties that did not directly experience oiling, but were adjacent to  
3 beaches that Dr. Mezić’s projects did experience oiling. *Id.*, ¶ 14. As with the  
4 coastal oiled properties, Dr. Mezić’s model determined what degree of, and how  
5 many days of oiling these beaches experienced according to the same NOAA  
6 categories. Accordingly, Plaintiffs can determine which properties were adjacent to  
7 heavily oiled, moderately oiled, or lightly oiled beaches on which days.

8 Plaintiffs’ damages expert Dr. Randall Bell has determined the value of the  
9 beach amenity—the premium paid to live on the beach—for each class property,  
10 and the value of the loss of use of the beach amenity due to oiling, through a  
11 regression analysis.

12 The Plan of Distribution for the Property Class Net Settlement Fund will  
13 consider the value of the property’s beachfront premium and the number of days  
14 and the level of oiling in allocating the award to each Class member. The Plan of  
15 Distribution will value more highly the losses to those properties that experienced  
16 oiling, and, of those properties that experienced oiling, will value more highly the  
17 properties that experienced heavier oiling.

18 As with the Fisher Class, the Settlement Administrator shall have the primary  
19 task of determining whether Class Members are qualified to receive money as well  
20 as the amount of any such distribution from the Property Class Net Settlement Fund  
21 to Class Members, subject to the Court’s ultimate review.

22 Even as described in these general terms, the proposed Plans of Distribution  
23 readily satisfy Rule 23(e)(2)(c)(ii)’s requirement that settlement funds be  
24 distributed “in as simple and expedient a manner as possible.” *Hilsley v. Ocean*  
25 *Spray Cranberries, Inc.*, 2020 WL 520616, at \*7 (S.D. Cal. Jan. 31, 2020) (quoting  
26 *Newberg, supra*, § 13:53). In addition, no settlement funds will revert to  
27 Defendants; after payment of attorneys’ fees, expenses, service awards, and notice  
28 administration, all money will be distributed to Class Members. Settlement

1 Agreement, IV. b. This is a “[s]ignificant[.]” fact that further demonstrates the  
2 Settlement’s fairness and effectiveness. *Hilsley*, 2020 WL 520616, at \*7.

3 **3. Plaintiffs’ Counsel Will Seek Reasonable Attorneys’ Fees**  
4 **and Expenses.**

5 The terms of Class Counsel’s “proposed award of attorney’s fees, including  
6 timing of payment,” are also reasonable. *See* Fed. R. Civ. P. 23(e)(2)(C)(iii). Class  
7 Counsel will move the Court for an award of attorneys’ fees of up to 33% of both  
8 Common Funds (approximately \$75,900,000), plus costs of no more than \$6.5  
9 million. “Courts typically calculate 25% of the fund as the ‘benchmark’ for a  
10 reasonable fee award,” but are empowered to adjust the award where there is an  
11 “adequate explanation in the record of any ‘special circumstances,’” such as  
12 “exceptional results for the class,” the “absence of supporting precedents,” and the  
13 risk undertaken by Class Counsel. *Compare In re Bluetooth Headset Prod. Liab.*  
14 *Litig.*, 654 F.3d 935, 942 (9th Cir. 2011); *Vizcaino v. Microsoft Corp.*, 290 F.3d  
15 1043, 1048 (9th Cir. 2002). Courts in the Ninth Circuit “routinely” award fees that  
16 exceed the 25 percent benchmark where these factors are present. *Beaver v.*  
17 *Tarsadia Hotels*, 2017 WL 4310707, at \*10 (S.D. Cal. Sept. 28, 2017); *Victor*  
18 *Lopez v. The GEO Group, Inc., et al.*, 14-CV-6639 (C.D. Cal. April 25, 2016)  
19 (Gutierrez, J.) (awarding fee award of 33% of total recovery); *In re Pac. Enters.*  
20 *Sec. Litig.*, 47 F.3d 373, 379 (9th Cir. 1995) (affirming fee award of 33% of total  
21 recovery).

22 As noted, Class Counsel will seek a fee no greater than 33 percent of the  
23 recovery, given the exceptional results obtained for the Classes, the absence of  
24 supporting precedents in this type of litigation, and the risks undertaken by Class  
25 Counsel over the last seven years. Class Counsel’s actual fee request, whatever it is,  
26 will be supported by Class Counsel’s lodestar in the matter, which is currently  
27 estimated to equal approximately \$58 million. Nelson Decl. ¶ 15.<sup>8</sup> Were Class  
28

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<sup>8</sup> These lodestar and expense figures are subject to the firms’ continuing review.

1 Counsel to seek a 33 percent fee, Class Counsel would recover a 1.3 multiplier on  
2 their lodestar based on current estimates, and that multiplier will reduce over time  
3 as Class Counsel oversee the settlement approval and administration process.  
4 Multipliers of two or more are not uncommon. *See, e.g., Retta v. Millennium Prod.,*  
5 *Inc.*, No. CV15-1801 PSG AJWX, 2017 WL 5479637, at \*13 (C.D. Cal. Aug. 22,  
6 2017) (Gutierrez, J.) (approving a 3.5 multiplier, and citing cases where multipliers  
7 of 6.85, 3.65, and 4.3 were found to be reasonable). Class Counsel will also seek  
8 reimbursement of litigation expenses of up to \$6.5 million, which includes, among  
9 other things, expert witness costs, deposition costs, and previous class notice costs.  
10 Nelson Decl. ¶ 16.

11 Class Counsel will file their fee and expense application (along with  
12 Plaintiffs' request for service awards, discussed below) sufficiently in advance of  
13 the deadline for Class Members to object to the request. Class Members will thus  
14 have the opportunity to comment on or object to the fee application prior to the  
15 hearing on final settlement approval, as the Ninth Circuit and Rule 23(h) require.  
16 *See In re Volkswagen "Clean Diesel" Mktg., Sales Practices & Prods. Liab. Litig.*,  
17 895 F.3d 597, 614–15 (9th Cir. 2018).

18 **4. The Settlement Agreement is Distinct from the Plans of**  
19 **Distribution and Class Counsel's Request for Fees and**  
20 **Expenses.**

21 Approval of the Settlement Agreement is meant to be separate and distinct  
22 from the Court's approval of the Plans of Distribution as well as Class Counsel's  
23 request for attorneys' fees and costs. As a result, a Class member might object to  
24 the Plans of Distribution or to Class Counsel's request for fees, or to the service  
25 awards to Class Representatives, and still the Settlement could nonetheless become  
26 final and effective. The purpose of this is to protect the Class and to help ensure that  
27 the Settlement becomes final and effective as soon as possible.

28 Nelson Decl. ¶ 15. Class Counsel will provide final lodestar and expense figures  
when they move for attorneys' fees and costs.

1                   **5.     No Other Agreements Exist.**

2                   Finally, Plaintiffs must identify any agreements “made in connection with the  
3 proposal.” Fed. R. Civ. P. 23(e)(3); *see* Fed. R. Civ. P. 23(e)(2)(C)(iv). This  
4 provision is aimed at “related undertakings that, although seemingly separate, may  
5 have influenced the terms of the settlement by trading away possible advantages for  
6 the class in return for advantages for others.” Fed. R. Civ. P. 23(e)(2), 2003 adv.  
7 comm. note. Plaintiffs have not entered into any such agreements.

8                   **D.     The Proposal Treats Class Members Equitably Relative to Each**  
9                   **Other.**

10                   The final Rule 23(e)(2) factor asks whether “the proposal treats class  
11 members equitably relative to each other.” Fed. R. Civ. P. 23(e)(2)(D). Relevant  
12 considerations may include “whether the apportionment of relief among class  
13 members takes appropriate account of differences among their claims, and whether  
14 the scope of the release may affect class members in different ways that bear on the  
15 apportionment of relief.” Fed. R. Civ. P. 23(e)(2), 2018 adv. comm. note.

16                   **1.     The Proposed Plans of Distribution are Equitable.**

17                   As noted, Plaintiffs will submit two Plans of Distribution to the Court  
18 detailing how the monies will be distributed to the Class Members. While the plans  
19 are still being fine-tuned, the disbursement of the awards to both Classes will be  
20 based on transparent and objective criteria that reflect the Class members’  
21 recognized losses. *In re Illumina, Inc. Sec. Litig.*, 2021 WL 1017295, at \*4–5 (S.D.  
22 Cal. March 17, 2021) (approving plan of distribution that “correlates each  
23 Settlement Class members’ recovery to . . . each Settlement Class member’s  
24 Recognized Loss”). As to the Fisher Class, the awards will be based on fish catch  
25 as measured by CDFW records; as to the Property Class, the awards will be based  
26 on how heavily and for how long each claimant’s beachfront was impacted by oil.

1                   **2. Plaintiffs Will Request a Service Award for Class**  
2                   **Representatives.**

3                   Plaintiffs will request service awards of up to \$15,000 to compensate the  
4                   Class Representatives for the time and effort they spent pursuing the matter on behalf  
5                   of the Class, including participating in discovery and settlement. Nelson Decl. ¶ 17.  
6                   Such awards “are fairly typical in class action cases.” *Rodriguez v. W. Pub. Corp.*,  
7                   563 F.3d 948, 958 (9th Cir. 2009). *See also Illumina*, 2021 WL 1017295, at \*8  
8                   (granting \$25,000 service award); *In re Wells Fargo & Co. S’holder Derivative*  
9                   *Litig.*, 445 F. Supp. 3d 508, 534 (N.D. Cal. 2020) (granting \$25,000 service awards  
10                  to each institutional investor plaintiff). The anticipated service awards do not raise  
11                  any equitable concerns about the Settlement itself. *Fleming v. Impax Lab’s Inc.*,  
12                  2021 WL 5447008, at \*10 (N.D. Cal. Nov. 22, 2021) (service awards “are not per  
13                  se unreasonable” and “this factor weighs in favor of preliminary approval”); *see*  
14                  *Loomis*, 2021 WL 873340, at \*8 (granting final approval to settlement with service  
15                  award for lead plaintiff); *In re Extreme Networks Inc. Sec. Litig.*, 2019 WL  
16                  3290770, at \*8 (N.D. Cal. Jul. 22, 2018) (same).

17                  **II. The Court Already Certified the Classes.**

18                  The Settlement resolves claims on behalf of the previously-certified Classes.  
19                  *See* Dkts. 257, 454, 577; Settlement Article VII, 2. As a result, the Court “does not  
20                  need to re-certify [the Class] for settlement purposes.” *Newberg, supra*, § 13:18;  
21                  *accord ODonnell v. Harris County*, 2019 WL 4224040, at \*7 (S.D. Tex. Sept. 5,  
22                  2019). Because “the proposed settlement [does not] call[] for any change in the  
23                  class certified, or of the claims, defenses, or issues regarding which certification  
24                  was granted,” Fed. R. Civ. P. 23(e)(1), 2018 adv. comm. note; *ODonnell*, 2019 WL  
25                  4224040, at \*7, the Court need not take any further action under Rule 23(e)(1).  
26                  *See, e.g., Hawkins v. Kroger Co.*, 2021 WL 2780647, at \*2–3 (S.D. Cal. July 2,  
27                  2021) (granting preliminary approval to previously certified class); *ODonnell*, 2019  
28                  WL 4224040, at \*7 (same).

1 **III. The Proposed Settlement Administrator Should Be Appointed and the**  
2 **Proposed Notice Plan Approved.**

3 Plaintiffs propose that the Court appoint JND Legal Administration (“JND”)  
4 to be the Settlement Administrator. Before deciding to recommend JND as  
5 Settlement Administrator, Class Counsel sought bids from several leading class  
6 action settlement administration firms and notice providers. *See* Nelson Decl., ¶ 21.  
7 Counsel reviewed the bids and selected JND based on JND’s track record in large  
8 class action settlements, including, among many other cases, the Deepwater  
9 Horizon settlement. JND’s qualifications are set forth in the Declaration of Jennifer  
10 Keough in Support of Motion for Preliminary Approval of Class Action Settlement  
11 and Direction of Notice under Rule 23(e) (“Keough Decl.”), as well as in Exhibit A  
12 to the Keough Declaration, which includes the firm’s resume. In addition to having  
13 a track record of success and experience in handling similar types of claims, JND’s  
14 bid to perform the notice and to serve as settlement administrator was competitive  
15 economically with the other bids, in the mid-range of the bids. Nelson Decl., ¶ 22.

16 Before a class settlement may be approved, the Court “must direct notice in a  
17 reasonable manner to all class members who would be bound by the proposal.”  
18 Fed. R. Civ. P. 23(e)(1)(B). “Notice is satisfactory if it generally describes the  
19 terms of the settlement in sufficient detail to alert those with adverse viewpoints to  
20 investigate and to come forward and be heard.” *Khoja v. Orexigen Therapeutics,*  
21 *Inc.*, 2021 WL 1579251, at \*8 (S.D. Cal. Apr. 22, 2021) (quotation marks omitted);  
22 *see also* Fed. R. Civ. P. 23(c)(2)(b) (describing “the best notice that is practicable  
23 under the circumstances”).

24 The proposed notice program here is described in detail in the concurrently-  
25 filed Keough Declaration, and is based largely on the notice program Class Counsel  
26 previously implemented following the certification of the Classes. Accordingly, the  
27 notice program is reasonable here for the same reasons. *See* Dkt. 710 (Order finding  
28

1 the Fisher Class Plan of Notice reasonable and approving same); Dkt. 463 (Order  
2 finding the Property Class Plan of Notice reasonable and approving same).

3 As set forth in the Keough Declaration, the notice program includes direct  
4 notice to all known Settlement Class Members via U.S. Mail, which directs Class  
5 Members to the case website where Class Members can view the Settlement, the  
6 long-form Class Notice, and other key case documents. The direct notice and the  
7 website also direct Class Members to a Toll-Free Number where Class Members  
8 can get additional information and communicate directly with the Settlement  
9 Administrator, as well as with Class Counsel. Moreover, the proposed forms of  
10 notice (*see* Keough Decl., Exs. B - E) inform Class Members, in clear and concise  
11 terms, about the nature of this case, the Settlement, and their rights. The Court  
12 should approve the proposed notice program.

13 As a result of the prior Court-approved notice, Class members were afforded  
14 an opportunity to opt out of the Classes, so their due process rights have been  
15 protected. *Low v. Trump Univ., LLC*, 246 F. Supp. 3d 1295, 1305-06 (S.D. Cal.  
16 2017), *aff'd*, 881 F.3d 1111 (9th Cir. 2018). Accordingly, class members who did  
17 not opt out remain members of the Classes, and no further opt out opportunity is  
18 warranted. *Id.* (holding that a second opt-out period was not necessary to protect  
19 absent class members' due process rights, and permitting it would be contrary to the  
20 policy of encouraging settlement).

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

22 The next steps in the settlement approval process are to notify Class  
23 Members of the proposed Settlement, submit the proposed plan of distribution for  
24 the Court's review, post that plan of distribution on the case website, then allow  
25 Class Members to file comments or objections, and hold a Fairness Hearing.  
26 Assuming the Court were to sign the Preliminary Approval Order on June 10, 2022,  
27 the Parties propose the following schedule:<sup>9</sup>

28 <sup>9</sup> In the event the Court signs the Preliminary Approval Order before June 10, 2022,  
2408870.9 MOTION FOR PRELIMINARY APPROVAL  
23 OF CLASS SETTLEMENT  
CASE NO. 2:15-CV-04113-PSG

1	Last Day for the Plaintiffs to file Plan of Distribution	<b>July 10, 2022 (30 days after Preliminary Approval)</b>
2	Notice to be Completed	<b>August 9, 2022 (60 days after Preliminary Approval)</b>
3	Last day for Plaintiffs to File motion for Final Approval of Settlement and Approval of Plans of Distribution, and for Class Counsel to file Application for Fees and Expenses and for Service Awards	<b>August 12, 2022</b>
4	Last day to file Objections	<b>September 2, 2022</b>
5	Last day to file replies in support of Final Approval, Plans of Distribution, Attorneys' Fees and Expenses, and Service Awards	<b>September 16, 2022</b>
6	Final Approval Hearing	<b>September 30, 2022</b>

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These dates are set forth in the proposed Order, attached as Exhibit A to the Settlement.

**CONCLUSION**

For the foregoing reasons, Plaintiff respectfully requests that the Court:

- A. Grant preliminary approval of the proposed Settlement;
- B. 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);
- C. Appoint JND Legal Administration as Settlement Administrator and direct LND Legal Administration to carry out the duties and responsibilities of the Settlement Administrator specified in the Settlement;

each of these dates can be moved up accordingly. For example, if the Court were to sign the Preliminary Approval Order by May 20, 2022, each of the dates could be moved up by 21 days.



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D. Enter a scheduling order consistent with the dates set forth above.

Dated: May 13, 2022

Respectfully submitted,

By:           /s/Robert J. Nelson            
Robert J. Nelson

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Lynn Lincoln Sarko  
(Admitted Pro Hac Vice)  
Gretchen Freeman Cappio  
(Admitted Pro Hac Vice)  
Michael D. Woerner  
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*Lead Trial Counsel*

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14 *Lead Trial Counsel*  
15 *(additional counsel listed at signature)*

16 **UNITED STATES DISTRICT COURT**  
17 **CENTRAL DISTRICT OF CALIFORNIA**

19 KEITH ANDREWS, an individual, et  
20 al.,

21 Plaintiffs,

22 v.

23 PLAINS ALL AMERICAN  
24 PIPELINE, L.P., a Delaware limited  
25 partnership, et al.,

26 Defendants.  
27  
28

Case No. 2:15-cv-04113-PSG-JEMx

**CERTIFICATE OF SERVICE**

Date: June 10, 2022  
Time: 1:30 p.m.  
Judge: Hon. Philip S. Gutierrez  
Courtroom: 6A

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**CERTIFICATE OF SERVICE**

I, Wilson M. Dunlavey, hereby certify that on May 13, 2022, I caused to be electronically filed the **NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND DIRECTION OF NOTICE UNDER RULE 23(E)**, the **DECLARATION OF ROBERT NELSON IN SUPPORT OF NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL** and exhibits thereto, including the **SETTLEMENT AGREEMENT** and **PROPOSED ORDER GRANTING PRELIMINARY APPROVAL**, the **DECLARATION OF JENNIFER KEOUGH IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND DIRECTION OF NOTICE UNDER RULE 23(E)** and accompany exhibits, including notices to the classes, and this **CERTIFICATE OF SERVICE** with the Clerk of the United States District Court for the Central District of California using the CM/ECF system, which shall send electronic notification to all counsel of record.

/s/ Wilson M. Dunlavey  
Wilson M. Dunlavey

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14 *Lead Trial Counsel*  
15 *(additional counsel listed at signature)*

16 **UNITED STATES DISTRICT COURT**  
17 **CENTRAL DISTRICT OF CALIFORNIA**

19 KEITH ANDREWS, an individual, et  
20 al.,

21 Plaintiffs,

22 v.

23 PLAINS ALL AMERICAN  
24 PIPELINE, L.P., a Delaware limited  
25 partnership, et al.,

26 Defendants.

Case No. 2:15-cv-04113-PSG-JEMx

**DECLARATION OF ROBERT J.  
NELSON IN SUPPORT OF MOTION  
FOR PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT AND  
DIRECTION OF NOTICE UNDER  
RULE 23(E)**

Date: June 10, 2022

Time: 1:30 p.m.

Judge: Hon. Philip S. Gutierrez

Courtroom: 6A

1 I, Robert J. Nelson, declare:

2 1. I am a partner in the law firm of Lief, Cabraser, Heimann &  
3 Bernstein, LLP, and serve as Court appointed Class Counsel for the Plaintiffs in the  
4 above-captioned action. I have personal knowledge of the facts set forth in this  
5 Declaration, and, if called as a witness, could and would testify competently to  
6 them.

7 2. Attached as Exhibit 1 is a true and correct copy of the Settlement  
8 Agreement.

9 3. In this action to date, the litigating parties, as well as third parties, have  
10 produced in discovery more than 360,000 documents. These documents total over  
11 1.5 million pages.

12 4. Defendants Plains All American Pipeline, L.P. and Plains Pipeline,  
13 L.P. (together "Plains") and Plaintiffs (collectively, the "Parties") have disclosed a  
14 total of 17 subject matter experts to assist them in the litigation. These experts have  
15 produced approximately 52 reports.

16 5. Each of these experts was deposed at least once. Some were deposed  
17 multiple times. For example, Plaintiffs' oil transport expert, Dr. Igor Mezić, was  
18 deposed four times.

19 6. Plains also filed well over a dozen motions to strike Plaintiffs' experts  
20 and/or their reports during the course of this litigation.

21 7. The Parties took over 100 depositions.

22 8. All Class Representatives sat for depositions prior to class  
23 certification. In addition, the Class Representatives each produced documents and  
24 regularly communicated with Class Counsel up to and including considering and  
25 approving the proposed Settlement.

26 9. Plaintiffs deposed 28 current and former Plains' employees prior to  
27 summary judgment.

28 10. Since reaching an agreement to settle this case in principle, the parties

1 have worked diligently to draft the Settlement Agreement, exhibits to the  
2 Settlement Agreement, as well as the notices to the Class members. Class Counsel  
3 also requested bids from leading legal administration firms and selected a proposed  
4 Settlement Administrator for the Court's consideration.

5 11. The mediation efforts that ultimately resulted in the proposed  
6 Settlement Agreement spanned three years, punctuated by three all-day mediation  
7 sessions.

8 12. With JAMS mediators Judge Daniel Weinstein (Ret.) and Robert  
9 Meyer's assistance, the Parties separately negotiated the Fisher Class and Property  
10 Class settlement amounts. The parties were only able to agree when the mediators  
11 finally issued their own "mediators' proposal" as to each Class to resolve the case.

12 13. Plaintiffs' expert Dr. Igor Mezić's oil transport model, along with Dr.  
13 Randall Bell's analysis projects that over 3,000 coastal properties experienced  
14 oiling. For these properties, Dr. Mezić's model determines that these properties  
15 experienced heavy, moderate, and/or light oiling according to NOAA categories for  
16 a specific number of days.

17 14. There are just over 5,000 coastal properties that did not directly  
18 experience oiling, but were adjacent to beaches that Dr. Mezić projects did  
19 experience oiling. As with the coastal oiled properties, Dr. Mezić's model  
20 determines what degree of, and how many days of oiling these beaches experienced  
21 according to the same NOAA categories.

22 15. Class Counsel's lodestar in the matter is currently estimated to equal  
23 approximately \$58 million at Class Counsel's current hourly rates. These lodestar  
24 figures are preliminary and are subject to the firms' continuing review. Class  
25 Counsel will seek a fee in an amount that is no greater than 33 percent of the total  
26 value of the Fisher and Real Property Class Settlements.

27 16. Class Counsel have incurred more than \$6 million in litigation  
28 expenses in this action, which includes, among other things, expert witness costs,



1 deposition costs, and class notice costs. Class Counsel will seek reimbursement of  
2 their litigation expenses in an amount not to exceed \$6.5 million.

3 17. Plaintiffs will request service awards in the amount of \$15,000 to  
4 compensate the Class Representatives for the time and effort they spent pursuing the  
5 matter on behalf of the Class, including overseeing the case, participating in  
6 deposition and other discovery, and settlement.

7 18. At the time that the Parties were able to reach a resolution of this case,  
8 the case had been ongoing for nearly seven years and was scheduled to be tried  
9 beginning June 2, 2022.

10 19. In my judgment, the prosecution of this case is now fully mature, in  
11 that the Parties had exhaustively discovered the case, exhibit and witness lists had  
12 been exchanged, jury instructions had been exchanged, motions in limine had been  
13 prepared and ruled upon. As a result, Class Counsel are able to fairly judge the  
14 strengths and weaknesses of the case.

15 20. Based on that analysis, it is my judgment and the judgment of Class  
16 Counsel that the proposed Settlement amounts recovered for each Class are fair,  
17 reasonable, and adequate, and that the proposed resolution is in the best interests of  
18 the Classes.

19 21. After the Parties reached a settlement in principle, Class Counsel  
20 reached out to a number of the nation's leading class action notice providers and  
21 settlement administrators, including Rust Consulting and Kinsella Media, A.B. Data  
22 Ltd., Epiq Global, and JND Legal Administration. After evaluating the bids, Class  
23 Counsel chose JND Legal Administration.

24 22. In addition to having a track record of success and experience in  
25 handling similar types of claims, including settlement administration work  
26 involving the Deepwater Horizon oil spill, JND's bid to perform the notice and to  
27  
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1 serve as settlement administrator was competitive economically with the other bids,  
2 in the mid-range of the bids.

3

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

6 Executed this 13th day of May, 2022, in City and County of San Francisco,  
7 State and Northern District of California.

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/s/ Robert J. Nelson  
Robert J. Nelson

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# **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 pursuant to the terms and conditions set forth in this Settlement Agreement.

### ARTICLE I – RECITALS

1. WHEREAS, Plains All American Pipeline, L.P. and Plains Pipeline, L.P. (collectively, “Defendants” or “Plains”) are the defendants in this Action;
2. WHEREAS, named plaintiffs and Fisher Class Representatives in this Action are Keith Andrews, Tiffani Andrews, Morgan Castagnola, Mike Gandall, Hwa Hong Muh, Ocean Angel IV LLC, Pacific Rim Fisheries, Inc., Sarah Rathbone, Community Seafood LLC, Santa Barbara Uni, Inc., Southern Cal Seafood, Inc., and Wei International Trading, Inc.;
3. WHEREAS, named plaintiffs and Property Class Representatives in this Action are Baci Family LLC, Alexandra B. Geremia, Jacques Habra, Mark Kirkhart, and Mary Kirkhart;
4. WHEREAS, the Fisher Class Representatives allege that an oil spill on May 19, 2015 from Plains’ Line 901 pipeline in Santa Barbara County caused damage to commercial fishers, and seek to recover on behalf of themselves and a class of similarly situated persons;
5. WHEREAS, the Property Class Representatives allege that an oil spill on May 19, 2015 from Plains’ Line 901 pipeline in Santa Barbara County caused damage to their properties, and seek to recover on behalf of themselves and a class of similarly situated persons;
6. WHEREAS, on February 28, 2017, the Court certified the Fisher Class, and on November 22, 2019, the Court approved an amendment to the definition of the Fisher Class;
7. WHEREAS, on April 17, 2018, the Court certified the Property Class;

8. WHEREAS, the Parties have had a full and fair opportunity to evaluate the strengths and weaknesses of their respective positions, as the litigation has spanned seven years and included motions to dismiss, production of more than 360,000 documents in discovery, over 100 depositions, exchange of more than 50 expert reports, motions to exclude experts, nine motions related to class certification, decertification, and amendment, motions for summary judgment, 16 motions *in limine*, exchange of trial witness lists and exhibit lists, and more;

9. WHEREAS, the Parties engaged in multiple mediation sessions with mediators Robert A. Meyer, Esq., and Hon. Daniel Weinstein (Ret.), most recently on March 22, 2022;

10. WHEREAS, this Agreement shall not apply to the claims of any plaintiffs in *Peter Trejo, et al. v. Plains All American Pipeline, L.P., et al.*, 20-CV-01872 (Geck, J.) (Cal. Super. Ct., Cnty. of Santa Barbara); *Jeffrey Bowen, et al., v. Plains All American Pipeline, L.P., et al.*, 20-CV-01873 (Geck, J.) (Cal. Super. Ct., Cnty. of Santa Barbara); or to claims of any plaintiffs or class members in *Grey Fox, LLC et al. v. Plains All American Pipeline, L.P., et al.*, 16-CV-3157 PSG (JEMx) (C.D. Cal.), including but not limited to the individual claims asserted in those cases;

11. 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 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 *Andrews et al. v. Plains All American Pipeline, L.P. et al.*, No. CV 15-4113-PSG (JEMx), pending in the U.S. District Court for the Central District of California.

2. “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.

3. “Class” means the Fisher Class and Property Class.

4. “Class Counsel” means the law firms of Lief Cabraser Heimann & Bernstein, LLP, Keller Rohrback L.L.P., Cappello & Noël, LLP and Audet & Partners, LLP.

5. “Class Members” means all of the individuals or businesses belonging to the Fisher Class and/or Property Class.

6. “Class Representatives” means the Fisher Class Representatives and Property Class Representatives.

7. “Common Funds” means the Fisher Class Common Fund and the Property Class Common Fund.

8. “Court” means the U.S. District Court for the Central District of California.

9. “Defendants” means Plains All American Pipeline, L.P., and Plains Pipeline, L.P.

10. “Effective Date” means the date on which the Court’s Final Approval Order is Final.

11. “Fees and Costs” means all fees and costs as described in Article IV.3.a.

12. “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 or orders has expired and no further appeal has been taken from such order(s) or any such appeal results in affirmation of such order(s). Neither the pendency of the Court's consideration of the Plans of Distribution, any application for attorneys' fees and costs, or any application for service awards, nor any appeals from the Court's order(s) approving those matters, nor the pendency of the implementation of the Plans of Distribution, shall in any way delay or preclude the Final Approval Order from becoming Final.

13. "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.

14. "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.

15. "Final Judgment" means a final judgment and dismissal of the Action with prejudice substantially in the form set forth in Exhibit C.

16. "Fisher Class" means the class defined by the Court as follows: "All persons and businesses (Fishers) who owned or worked on a vessel that was in operation as of May 19, 2015 and that: (1) landed any commercial seafood in California Department of Fish and Wildlife ("CDFW") fishing blocks 654, 655, or 656; or (2) landed any commercial seafood, except groundfish or highly migratory species (as defined by the CDFW and the Pacific Fishery

Management Council), in CDFW fishing blocks 651-656, 664-670, 678-686, 701-707, 718-726, 739-746, 760-765, or 806-809; from May 19, 2010 to May 19, 2015, inclusive; and All persons and businesses (Processors) in operation as of May 19, 2015 who purchased such commercial seafood directly from the Fishers and re-sold it at the retail or wholesale level. Excluded from the proposed Subclass 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) businesses that contract directly with Plains for use of the Pipeline." Those who timely opted out of the Fisher Class, as specified on a list Class Counsel will file with the Court, are not participating in this Settlement and are not bound by the terms of this Settlement Agreement.

17. "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).

18. "Fisher Class Representatives" means Keith Andrews, Tiffani Andrews, Morgan Castagnola, Mike Gandall, Hwa Hong Muh, Ocean Angel IV LLC, Pacific Rim Fisheries, Inc., Sarah Rathbone, Community Seafood LLC, Santa Barbara Uni, Inc., Southern Cal Seafood, Inc., and Wei International Trading, Inc.

19. "Fisher Class Settlement Amount" means U.S. \$184 million (\$184,000,000.00) for the benefit of the Fisher Class.

20. "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.

21. "Notice" means Mail Notice, Publication Notice, and CAFA Notice.



22. “Parties” means Class Representatives, on behalf of themselves and all Class Members, and Defendants.

23. “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 Classes, including publication of the Notice and relevant settlement documents on a website, and appoints the Settlement Administrator.

24. “Plains” means Plains All American Pipeline, L.P., and Plains Pipeline, L.P.

25. “Plans of Distribution” means plans proposed by Class Counsel for the distribution of the Common Funds to Class Members.

26. “Property Class” means the class defined by the Court as follows: “Residential beachfront properties on a beach and residential properties with a private easement to a beach (collectively “Included Properties”) where oil from the 2015 Santa Barbara oil spill washed up, and where the oiling was categorized as Heavy, Moderate or Light, as identified in Exhibit A to Plaintiffs’ renewed motion [ECF 300-3, Ex. 14 of the Action]. Excluded from the proposed Class are: (1) Defendants, any entity or division in which Defendants have a controlling interest, and their legal representatives, officers, directors, employees, assigns and successors; and (2) the judge to whom this case is assigned, the judge’s staff, and any member of the judge’s immediate family.” Those who timely opted out of the Property Class, as specified on a list Class 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 available at ECF 300-3, Ex. 14 of the Action will be identified in the Mail Notice and Publication Notice and made available on a dedicated website, or as the Court directs in its Preliminary Approval Order.

27. “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).

28. “Property Class Representatives” means Baci Family LLC, Alexandra B. Geremia, Jacques Habra, Mark Kirkhart, and Mary Kirkhart.

29. “Property Class Settlement Amount” means U.S. \$46 million (\$46,000,000.00) for the benefit of the Property Class.

30. “Publication Notice” means notice of this Settlement by publication, substantially in the form approved by the Court in its Preliminary Approval Order.

31. “Refugio Incident” means the release of crude oil from Plains’ Line 901 pipeline in Santa Barbara County, California on or about May 19, 2015.

32. “Released Parties” means (a) Defendants; (b) Defendants’ counsel, experts, consultants, 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; and (e) for each of the foregoing, each of their past, present, or future officers, directors, shareholders, owners, employees, representatives, agents, principals, partners, members, insurers, administrators, legatees, executors, heirs, estates, predecessors, successors, or assigns.

33. “Restitution Award” means any award to the Classes or individual Class Members in *People v. Plains All American Pipeline, L.P.*, No. 1495091 (Cal. Superior Ct.).

34. “Settlement Administrator” means the person or entity appointed by the Court to administer the settlement.

35. “Settlement Agreement,” “Settlement,” or “Agreement” means this Stipulation and Settlement Agreement, including any attached exhibits.

**ARTICLE III – COMMON FUND**

In consideration of a full, complete, and final settlement of this Action, dismissal of the Action with prejudice, 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), Plains shall pay the Fisher Class Settlement Amount into the Fisher Class Common Fund, and shall pay the Property Class Settlement Amount into the Property Class Common Fund. Both the Fisher Class Common Fund and the Property 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 Plains will pay the Fisher Class Settlement Amount and the Property Class 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 Plains. 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 and the Property Class Common Fund within 10 days of the Effective Date.

The Settlement Administrator shall disburse funds from the Fisher Class Common Fund and the Property Class 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 and the Property Class Settlement Amount, i.e., U.S. \$230 million (\$230,000,000.00), as described in this Article.

#### **ARTICLE IV – DISTRIBUTION OF THE COMMON FUND**

##### **1. Plans of Distribution**

Class Counsel shall propose Plans of Distribution setting forth proposed methods of distributing the Common Fund to members of the Fisher Class and Property Class. Class 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 Class Members in advance of when Class Members must decide whether to object to the Settlement.

##### **2. Effect on Settlement**

Class 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 Fund

a. Fees and Costs

The Fisher Class Common Fund and the Property Class Common Fund will be used to pay all fees and costs that have been or may be incurred by Class Counsel or the Class Representatives in connection with the Action, and all fees and costs that have been or may be incurred by Class Counsel in connection with the implementation of the Settlement, including but not limited to: any attorneys' fees as approved by the Court, any litigation expenses as approved by the Court, any service awards to be paid to Class Representatives as approved by the Court, 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, any fees and costs of escrow that may be established pursuant to Article III, and any other fees and costs approved by the Court.

The fees and costs as awarded by the Court ("Fees and Costs Award"), shall be paid only from the Fisher Class Common Fund and the Property Class Common Fund. The Fees and Costs Award shall not be paid from any escrowed funds described in Article III unless and until the escrowed funds are paid into the Fisher Class Common Fund and the Property Class Common Fund as described in that Article. Subject to the approval of the Court, the Fees and Costs Award shall be paid to Class Counsel within 10 days after the later of the date (A) the funds are paid into the Common Fund and (b) an order awarding Plaintiffs' counsel Fees and Costs Award is entered, notwithstanding the existence of any timely filed objections to or appeals regarding the 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 Class Counsel who received any portion of the Fees and Costs Award shall be obligated, within ten (10) calendar days from receiving notice from Plains, to refund to the Common Funds such Fees and Costs previously paid to them from the Common Funds, plus interest thereon at the same rate as earned on the Common Funds in an amount consistent with such reversal or modification. Each Class Counsel law firm receiving Fees and Costs, as a condition of receiving 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 Class Members

Net of Fees and Costs, the Common Fund shall be distributed to individual Class Members according to the Plans of Distribution. The amount each Class Member receives from the Common Fund shall represent the full amount of each Class Member's claimed losses and full compensation for those claimed losses.

**ARTICLE V – NOTICE AND SETTLEMENT ADMINISTRATION**

1. Settlement Administrator

As part of the Preliminary Approval Order, Class 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 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 Class Members, or Class Counsel in connection with the foregoing.

2. Notice to Class Members

In accordance with the terms of the Preliminary Approval Order to be entered by the Court, Class Counsel shall cause the Settlement Administrator to issue notice to potential 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 Plains. The Costs of Mail Notice, Publication Notice and CAFA Notice shall be deducted from the amounts that Plains pays into the Common Funds or into escrow such that the Notice costs are effectively paid from the Fisher Class Settlement Amount and the Property Class Settlement Amount. Plains will deduct the costs of Mail Notice and Publication Notice from the Fisher Class Settlement Amount and the Property Class Settlement amount, respectively, according to the costs of Notice attributable to each Class. Plains shall deduct the costs of CAFA Notice and any other costs of notice attributable to both Classes in proportion to the allocation of the settlement amount to each Class (i.e. 80% of the costs will be deducted from the Fisher Class Settlement Amount and 20% of the costs will be deducted from the Property Class Settlement Amount). These monies are not subject to reimbursement to Plains 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 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, Plains 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 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 Class Members have no 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 Class Members and the number of 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 will be posted. Within seven (7) days of the full execution of this Agreement, Class Counsel, acting on behalf of the Class Representatives, shall provide Plains any available information regarding items (6) and (7). Plains shall include such information in the CAFA Notice, attributing it to Class Counsel and without independent investigation or warranty. Upon completion of CAFA notice, Plains 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, Class Counsel, acting on behalf of the Class Representatives, shall apply for entry of the Preliminary Approval Order in the form of Exhibit A hereto. Plains will not oppose but does not endorse or approve the content of the motion for Preliminary Approval or the content of the 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 Class Members to pursue claims released under this Settlement Agreement, pending final approval of the Settlement Agreement.

Promptly after the Court enters the Preliminary Approval Order, the Parties will jointly notify the California Court of Appeal in *Victim Restitution Claimants v. Superior Court of the County of Santa Barbara*, Case No. B317229 (Cal. Court of Appeal) and *People v. Plains All American Pipeline, L.P.*, Case No. B315256 (Cal. Court of Appeal), of the preliminary approval of this Settlement. The joint notice shall state that, upon the Effective Date of the Settlement, the members of the Fisher and Property Classes (referred to as the “Fisher Claimants” and “Real Property Claimants” before the Court of Appeal) will release and withdraw the criminal restitution claims presently before the Court of Appeal, but that the Settlement has no bearing on

the claims of the Oil Industry Claimants. The Parties further agree that each will request that the Court of Appeal modify the briefing schedule to defer briefing of the appeal and resolution of the claims brought on behalf of the Fisher Claimants and Real Property Claimants, once the Preliminary Approval Order is entered, unless the Settlement is terminated pursuant to Article VI.5.

2. Objections to Settlement

Any 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 expenses, 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 Approval is filed by Class Counsel.

Any written objection must include (1) the objecting 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 Plan 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 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 Class 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 Class 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. Plains will not oppose but does 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 Class 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 Class 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 the Action with prejudice. Plains does not endorse or approve the content of the proposed Final Approval Order. The Class Representatives, acting through Class 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. 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 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.

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 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 by Class Representatives or Class Members against any Released Parties for any property damage or any economic losses of any kind or nature whatsoever arising out of or relating to the Refugio Incident.

### **2. Releases**

On the Effective Date, Class Representatives and 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 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 Refugio Incident.

### **3. Waiver of Unknown Claims**

On the Effective Date, Class Representatives and 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 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. Agreement Not to Pursue Criminal Restitution

Upon the Effective Date, the Classes and each and every Class Member knowingly and voluntarily waive any rights they may have to any Restitution Award under the California Constitution, statutes, or otherwise; agree not to pursue criminal restitution in *People v. Plains All American Pipeline, L.P.*, No. 1495091 (Cal. Superior Ct.); and shall withdraw all restitution claims for themselves and for the Fisher Class and Property Class, including the petition for writ of mandate pending in *Victim Restitution Claimants v. Superior Court of the County of Santa Barbara*, Case No. B317229 (Cal. Court of Appeal) insofar as it addresses the restitution claims of the Fisher Class and Property Class. The Classes and each and every Class Member agree that they will not accept any payment of any Restitution Award in *People v. Plains All American Pipeline, L.P.*, No. 1495091 (Cal. Superior Ct.); they will not seek to execute, enforce, or collect upon any judgment or any portion of any judgment for any such Restitution Award; and, in the event any Class or Class Member is paid any Restitution Award by Plains, they will make a simultaneous payment to Plains in the equivalent amount of Plains' payment. The Classes and each and every Class Member acknowledge that Plains' payment as specified in Article III is deemed to be full compensation for their claims, including any claim that has been made or

could be made for restitution in *People v. Plains All American Pipeline, L.P.*, No. 1495091 (Cal. Superior Ct.).

5. Assumption of Risk

In entering into this Settlement Agreement, each of the Parties assumes the risk of any mistake of fact or law. If either 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, the validity (or lack thereof) of any claims that could have been asserted by any of the Class Members in the Action, or the liability of Defendants in the Action. Defendants specifically deny any liability or wrongdoing of any kind associated with the claims alleged in the 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 and/or to obtain the preliminary and final approval by the Court of the terms of the Settlement Agreement, provided, however, that 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 Class Members

The Notice will advise all 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 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 either 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 the laws of the State of California, 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. 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 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 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 Class Member was improperly calculated or that a 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.

**Signature Pages Omitted**

**EXHIBIT LIST**

<b>Exhibit Number</b>	<b>Document Title</b>
A	Preliminary Approval Order
B	Final Approval Order
C	Judgment

# **EXHIBIT A**

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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

KEITH ANDREWS, an individual,  
TIFFANI ANDREWS, an individual.  
BACIU FAMILY LLC, a California  
limited liability company, ROBERT  
BOYDSTON, an individual, MORGAN  
CASTAGNOLA, an individual, THE  
EAGLE FLEET, LLC, a California  
limited liability company, ZACHARY  
FRAZIER, an individual, MIKE  
GANDALL, an individual,  
ALEXANDRA B. GEREMIA, as  
Trustee for the Alexandra Geremia  
Family Trust dated 8/5/1998, JIM  
GUELKER, an individual, JACQUES  
HABRA, an individual, MARK  
KIRKHART, an individual, MARY  
KIRKHART, an individual, RICHARD  
LILYGREN, an individual, HWA  
HONG MUH, an individual, OCEAN  
ANGEL IV, LLC, a California limited  
liability company, PACIFIC RIM  
FISHERIES, INC, a California  
corporation, SARAH RATHBONE, an  
individual, COMMUNITY SEAFOOD  
LLC, a California limited liability  
company, SANTA BARBARA UNI,  
INC., a California corporation,  
SOUTHERN CAL SEAFOOD, INC., a  
California corporation, TRACTIDE  
MARINE CORP., a California  
corporation, WEI INTERNATIONAL  
TRADING INC., a California  
corporation and STEPHEN WILSON,  
an individual, individually and on  
behalf of others similarly situated,,

Plaintiffs,

vs.

Case No. 2:15-cv-04113-PSG-JEM

[Consolidated with Case Nos. 2:15-cv-04573-PSG (JEMx), 2:15-cv-04759-PSG (JEMx), 2:15-cv-04989-PSG (JEMx), 2:15-cv-05118-PSG (JEMx), 2:15-cv-07051-PSG (JEMx)]

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

Judge: Hon. Philip S. Gutierrez  
Courtroom: 6A

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PLAINS ALL AMERICAN PIPELINE,  
L.P., a Delaware limited partnership,  
and PLAINS PIPELINE, L.P., a Texas  
limited partnership, and JOHN DOES 1  
through 10,

Defendants.



1 WHEREAS, plaintiffs Keith Andrews, Tiffani Andrews, Morgan Castagnola,  
2 Mike Gandall, Hwa Hong Muh, Ocean Angel IV LLC, Pacific Rim Fisheries, Inc.,  
3 Sarah Rathbone, Community Seafood LLC, Santa Barbara Uni, Inc., Southern Cal  
4 Seafood, Inc., Wei International Trading, Inc., individually and in their  
5 representative capacities (“Fisher Class Representatives”), and Defendants Plains  
6 All American Pipeline, L.P. and Plains Pipeline, L.P. (collectively “Plains” or  
7 “Defendants”) have reached a proposed settlement of the Fisher Class claims, which  
8 is embodied in the Settlement Agreement filed with the Court.

9 WHEREAS, plaintiffs Baci Family LLC, Alexandra B. Geremia, Jacques  
10 Habra, Mark Kirkhart, and Mary Kirkhart (“Property Class Representatives”), and  
11 Plains have reached a proposed settlement of the Property Class claims, which is  
12 embodied in the Settlement Agreement filed with the Court.

13 WHEREAS, the Fisher Class Representatives and the Property Class  
14 Representatives have applied to the Court for preliminary approval of the proposed  
15 Settlement of the Action, the terms and conditions of which are set forth in the  
16 Settlement Agreement;

17 NOW, THEREFORE, the Court having read and considered the Settlement  
18 Agreement and accompanying exhibits and the Motion For Preliminary Settlement  
19 Approval, and no opposition to the entry of this Order having been received, it is  
20 hereby ORDERED THAT:

21 1. The capitalized terms used in this Order Granting Preliminary Approval  
22 of Proposed Settlement have the same meaning as defined in the Settlement  
23 Agreement.

24 2. The Court hereby preliminarily approves the Settlement, as embodied in  
25 the Settlement Agreement, and finds, in accordance with Rule 23(e)(1)(B)(i) of the  
26 Federal Rules of Civil Procedure, that it will likely be able to finally approve the  
27 Settlement under Rule 23(e)(2) as being fair, reasonable, and adequate to Class  
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1 Members, subject to further consideration at the Final Approval Hearing to be  
2 conducted as described below.

3         3. A Final Approval Hearing shall be held before this Court at 1:30 p.m. on  
4 September 30, 2022, to: (a) determine whether the proposed Settlement should be  
5 finally approved as fair, reasonable, and adequate so that the Final Approval Order  
6 and Judgment should be entered; (b) consider any timely objections to this  
7 Settlement and the Parties' responses to such objections; (c) rule on any application  
8 for attorneys' fees and expenses; (d) rule on any application for incentive awards;  
9 and (e) determine whether the Plans of Distribution that will be submitted by Class  
10 Counsel should be approved.

11         4. Consideration of the Plans of Distribution, any application for attorneys'  
12 fees and expenses and any objections thereto, any application for incentive awards  
13 and any objections thereto, shall be separate from consideration of whether the  
14 proposed Settlement should be approved, and the Court's rulings on each motion or  
15 application shall be embodied in a separate order.

16         5. The Class Representatives shall file their motion for final settlement  
17 approval no later than 45 days before the date of the Final Approval Hearing, and no  
18 sooner than 5 days after Mail Notice and Publication Notice are completed.

19         6. With the exception of such proceedings as are necessary to implement,  
20 effectuate, and grant final approval to the terms of the Settlement Agreement, all  
21 proceedings are stayed in this Action and all Class Members are enjoined from  
22 commencing or continuing any action or proceeding in any court or tribunal  
23 asserting any claims released under the Settlement Agreement, including any claims  
24 for criminal restitution in *People v. Plains All Am. Pipeline, L.P.*, No. 1495091 (Cal.  
25 Superior Ct.) and writ relief sought in *Victim Restitution Claimants v. Superior*  
26 *Court of the County of Santa Barbara*, No. B317229 (Cal. Ct. of Appeal). If the  
27 Settlement is terminated pursuant to Article VI.5 of the Settlement Agreement, the  
28 injunction shall immediately terminate.

1           7. The Court appoints JND Legal Administration as the Settlement  
2 Administrator in this Action. In accordance with the Parties' Settlement Agreement  
3 and the Orders of this Court, the Settlement Administrator shall effectuate the  
4 provision of Mail Notice and Publication Notice to Class Members and shall  
5 administer the Settlement Agreement and distribution process.

6           8. The Court approves, as to form and content, the Mail Notice and the  
7 Publication Notice, substantially in the forms attached as Exhibits D, E, and F to the  
8 Declaration of Jennifer Keough In Support of Motion for Preliminary Approval of  
9 Class Action Settlement and Direction of Notice ("Keough Declaration").

10           a. Within sixty (60) days of the Court's entry of this Preliminary  
11 Approval Order, the Settlement Administrator will complete Mail  
12 Notice via mail and email substantially in the form attached to the  
13 Keough Declaration as Exhibit D.

14           b. Within sixty (60) days of the Court's entry of this Preliminary  
15 Approval Order, the Settlement Administrator shall cause the short-  
16 form Publication Notice to be published substantially in the form  
17 attached to the Keough Declaration as Exhibit E.

18           c. Within ten (10) days of the Court's entry of this Preliminary  
19 Approval Order, the Settlement Administrator shall cause the long-  
20 form Publication Notice to be published on the website previously  
21 created for this case, [www.PlainsOilSpill.com](http://www.PlainsOilSpill.com). The long-form  
22 Publication Notice shall be substantially in the form attached to the  
23 Keough Declaration as Exhibit F.

24           d. Not later than sixty five (65) days following the entry of this  
25 Preliminary Approval Order, the Settlement Administrator shall file  
26 with the Court declarations attesting to compliance with this  
27 paragraph 8.  
28

1           9. Pursuant to this Court’s orders dated August 3, 2017 (Dkt. 326), May 30,  
2 2018 (Dkt. 463), and May 19, 2020 (Dkt. 710), Class Counsel has previously  
3 provided notice to the Fisher Class and the Property Class of the Court’s  
4 certification of those classes and of their rights to opt out of the classes. The  
5 deadline for opt outs has expired. Accordingly, Fisher Class members and Property  
6 Class members will not be permitted to opt out of the classes.

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

13           11. Any Class Member may object to the Settlement Agreement, any  
14 application for attorneys’ fees and expenses, any application for incentive awards,  
15 and/or the Plans of Distribution submitted by Class Counsel. Any Class Member  
16 who wishes to object must file with the Court and serve on all counsel listed in  
17 paragraph 14, below, no later than 21 days after the Motion for Final Approval is  
18 filed by Class Counsel, a detailed statement of the specific objections being made  
19 and the basis for those objections. In addition to the statement, the objecting Class  
20 Member must include the objecting Class Member’s name, address, and telephone  
21 number. Any objecting Class Member shall have the right to appear and be heard at  
22 the Final Approval Hearing, either personally or through an attorney retained at the  
23 Class Member’s expense. Any Class Member who intends to appear at the Final  
24 Approval Hearing either in person or through counsel must file with the Court and  
25 serve on all counsel listed in paragraph 14, no later than 21 days after the Motion for  
26 Final Approval is filed by Class Counsel, a written notice of intention to appear.  
27 Failure to file a notice of intention to appear will result in the Court declining to hear  
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1 the objecting Class Member or the Class Member's counsel at the Final Approval  
2 Hearing.

3 12. Class Counsel shall file a supplemental brief in support of Final  
4 Settlement Approval and a supplemental brief in support of the Plans of Distribution  
5 that responds to any objections no later than 14 days before the Final Approval  
6 Hearing.

7 13. Service of all papers on counsel for the Parties shall be made as follows:  
8 for Class Counsel, to: Robert J. Nelson, Esq. at Lieff, Cabraser, Heimann &  
9 Bernstein, 275 Battery Street, Suite 2900, San Francisco, CA 94111, and Juli Farris  
10 Esq. at Keller Rohrbach LLP, 801 Garden Street, Suite 301, Santa Barbara, CA  
11 93101; for Plains's Counsel, to Henry Weissmann, Esq. at Munger, Tolles & Olson  
12 LLP, 350 South Grand Ave., 50th Floor, Los Angeles, California 90071.

13 14. Any Class Member who does not make an objection in the time and  
14 manner provided shall be deemed to have waived such objection and forever shall  
15 be foreclosed from making any objection to the fairness or adequacy of the proposed  
16 Settlement, the payment of attorneys' fees and expenses and incentive awards, the  
17 Plans of Distribution, the Final Approval Order, and the Judgment.

18 15. In the event that the proposed Settlement is not approved by the Court,  
19 or in the event that the Settlement Agreement becomes null and void pursuant to its  
20 terms, this Order and all Orders entered in connection therewith shall become null  
21 and void, shall be of no further force and effect, and shall not be used or referred to  
22 for any purposes whatsoever in this Action or in any other case or controversy. In  
23 such event, the Settlement Agreement and all negotiations and proceedings directly  
24 related thereto shall be deemed to be without prejudice to the rights of any and all of  
25 the Parties, who shall be restored to their respective positions as of the date and time  
26 immediately preceding the execution of the Settlement Agreement.

27 16. The Court may, for good cause, extend any of the deadlines set forth in  
28 this Order without further notice to the Class Members. The Final Approval

1 Hearing may, from time to time and without further notice to the Class Members, be  
2 continued by order of the Court.

3 17. The following schedule is hereby ordered:  
4

5 Last Day for the Plaintiffs to file Plan of Distribution	<b>July 10, 2022 (30 days after Preliminary Approval)</b>
6 Notice to be Completed	<b>August 9, 2022 (60 days after Preliminary Approval)</b>
7 Last day for Plaintiffs to File motion for Final Approval of Settlement and Approval of Plans of Distribution, and for Class Counsel to file Application for Fees and Expenses and for Service Awards	<b>August 12, 2022</b>
8 Last day to file Objections	<b>September 2, 2022</b>
9 Last day to file replies in support of Final Approval, Plans of Distribution, Attorneys' Fees and Expenses, and Service Awards	<b>September 16, 2022</b>
10 Final Approval Hearing	<b>September 30, 2022</b>
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17 IT IS SO ORDERED.

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19 DATED: \_

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22 Hon. Philip S. Gutierrez

# **EXHIBIT B**

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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

KEITH ANDREWS, an individual,  
TIFFANI ANDREWS, an individual.  
BACIU FAMILY LLC, a California  
limited liability company, ROBERT  
BOYDSTON, an individual, MORGAN  
CASTAGNOLA, an individual, THE  
EAGLE FLEET, LLC, a California  
limited liability company, ZACHARY  
FRAZIER, an individual, MIKE  
GANDALL, an individual,  
ALEXANDRA B. GEREMIA, as  
Trustee for the Alexandra Geremia  
Family Trust dated 8/5/1998, JIM  
GUELKER, an individual, JACQUES  
HABRA, an individual, MARK  
KIRKHART, an individual, MARY  
KIRKHART, an individual, RICHARD  
LILYGREN, an individual, HWA  
HONG MUH, an individual, OCEAN  
ANGEL IV, LLC, a California limited  
liability company, PACIFIC RIM  
FISHERIES, INC, a California  
corporation, SARAH RATHBONE, an  
individual, COMMUNITY SEAFOOD  
LLC, a California limited liability  
company, SANTA BARBARA UNI,  
INC., a California corporation,  
SOUTHERN CAL SEAFOOD, INC., a  
California corporation, TRACTIDE  
MARINE CORP., a California  
corporation, WEI INTERNATIONAL  
TRADING INC., a California  
corporation and STEPHEN WILSON,  
an individual, individually and on  
behalf of others similarly situated,,

Case No. 2:15-cv-04113-PSG-JEM

[Consolidated with Case Nos. 2:15-cv-04573-PSG (JEMx), 2:15-cv-04759-PSG (JEMx), 2:15-cv-04989-PSG (JEMx), 2:15-cv-05118-PSG (JEMx), 2:15-cv-07051-PSG (JEMx)]

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

Judge: Hon. Philip S. Gutierrez  
Courtroom: 6A



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Plaintiffs,

vs.

PLAINS ALL AMERICAN PIPELINE, L.P., a Delaware limited partnership, and PLAINS PIPELINE, L.P., a Texas limited partnership, and JOHN DOES 1 through 10,

Defendants.

1 WHEREAS, plaintiffs Keith Andrews, Tiffani Andrews, Morgan Castagnola,  
2 Mike Gandall, Hwa Hong Muh, Ocean Angel IV LLC, Pacific Rim Fisheries, Inc.,  
3 Sarah Rathbone, Community Seafood LLC, Santa Barbara Uni, Inc., Southern Cal  
4 Seafood, Inc., Wei International Trading, Inc., individually and in their  
5 representative capacities (“Fisher Class Representatives”), and Defendants Plains  
6 All American Pipeline, L.P. and Plains Pipeline, L.P. (collectively “Plains” or  
7 “Defendants”) have reached a proposed settlement of the Fisher Class claims, which  
8 is embodied in the Settlement Agreement filed with the Court;

9 WHEREAS, plaintiffs Baci Family LLC, Alexandra B. Geremia, Jacques  
10 Habra, Mark Kirkhart, and Mary Kirkhart (“Property Class Representatives”), and  
11 Plains have reached a proposed settlement of the Property Class claims, which is  
12 embodied in the Settlement Agreement filed with the Court;

13 WHEREAS, on [DATE], an Order Granting Preliminary Approval of  
14 Proposed Settlement (“Preliminary Approval Order”) was entered by this Court,  
15 preliminarily approving the proposed Settlement of this Action pursuant to the terms  
16 of the Settlement Agreement and directing that Notice be given to the members of  
17 the Settlement Classes;

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

27 WHEREAS, a Final Approval Hearing was held on [DATE]. Prior to the  
28 Final Approval Hearing, proof of completion of Notice was filed with the Court,

1 along with declarations of compliance as prescribed in the Preliminary Approval  
2 Order. Class Members were adequately notified of their right to appear at the  
3 hearing in support of or in opposition to the proposed Settlement, any application for  
4 attorneys' fees and expenses, any application for incentive awards, and/or the Plans  
5 of Distribution submitted by Class Counsel;

6 WHEREAS, the Fisher Class Representatives and the Property Class  
7 Representatives have applied to the Court for final approval of the proposed  
8 Settlement of the Action, the terms and conditions of which are set forth in the  
9 Settlement Agreement;

10 NOW, THEREFORE, the Court having read and considered the Settlement  
11 Agreement and accompanying exhibits and the Motion For Final Settlement  
12 Approval, having heard any objectors or their counsel appearing at the Final  
13 Approval Hearing, having reviewed all of the submissions presented with respect to  
14 the proposed Settlement, and having determined that the Settlement is fair, adequate,  
15 and reasonable and in the best interests of the Class Members, it is hereby  
16 ORDERED, ADJUDGED and DECREED THAT:

17 1. The capitalized terms used in this Order Granting Final Approval of  
18 Proposed Settlement have the same meaning as defined in the Settlement  
19 Agreement.

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

22 3. The Court finds that the Notice set forth in Article V of the Settlement  
23 Agreement, detailed in the Notice Plan attached to the Declaration of [the  
24 SETTLEMENT ADMINISTRATOR], and effectuated pursuant to the Preliminary  
25 Approval Order: (a) constitutes the best notice practicable under the circumstances  
26 of this Action; (b) constitutes due and sufficient notice to the Classes of the terms of  
27 the Settlement Agreement and the Final Approval Hearing; and (c) fully complied  
28 with the requirements of the Federal Rules of Civil Procedure, the United States

1 Constitution, and any other applicable law, including the Class Action Fairness Act  
2 of 2005, 28 U.S.C. § 1715.

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

10 a. Among the factors supporting the Court’s determination are: the  
11 significant relief provided to Class Members; the risks of ongoing  
12 litigation, trial, and appeal; the risk of maintaining class action status  
13 through trial and appeal; the extensive discovery to date; and the  
14 positive reaction of Class Members.

15 b. Class certification remains appropriate for the reasons set out in  
16 the Court’s prior orders certifying the Fisher Class and Property  
17 Classes. Further, the Fisher Class Representatives and the Property  
18 Class Representatives, and Class Counsel have adequately represented  
19 the classes.

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

25 d. The Court has considered and hereby overrules all objections to  
26 the Settlement. [if necessary, and specific findings regarding objections  
27 to be added].  
28

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

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

6           7.    Upon the Effective Date, Class Members, and their successors, assigns,  
7 parents, subsidiaries, affiliates or agents of any of them, are permanently barred and  
8 enjoined from commencing or continuing any action or proceeding in any court or  
9 tribunal asserting any claims released under the Settlement Agreement, including  
10 any claims for criminal restitution in *People v. Plains All Am. Pipeline, L.P.*, No.  
11 1495091 (Cal. Superior Ct.) and writ relief sought in *Victim Restitution Claimants v.*  
12 *Superior Court of the County of Santa Barbara*, No. B317229 (Cal. Ct. of Appeal),  
13 and from accepting payment of any Restitution Award in *People v. Plains All Am.*  
14 *Pipeline, L.P.*, No. 1495091 (Cal. Superior Ct.).

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

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

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

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IT IS SO ORDERED.

DATED: \_\_\_\_\_

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Hon. Philip S. Gutierrez

# EXHIBIT C

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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

KEITH ANDREWS, an individual,  
TIFFANI ANDREWS, an individual.  
BACIU FAMILY LLC, a California  
limited liability company, ROBERT  
BOYDSTON, an individual, MORGAN  
CASTAGNOLA, an individual, THE  
EAGLE FLEET, LLC, a California  
limited liability company, ZACHARY  
FRAZIER, an individual, MIKE  
GANDALL, an individual,  
ALEXANDRA B. GEREMIA, as  
Trustee for the Alexandra Geremia  
Family Trust dated 8/5/1998, JIM  
GUELKER, an individual, JACQUES  
HABRA, an individual, MARK  
KIRKHART, an individual, MARY  
KIRKHART, an individual, RICHARD  
LILYGREN, an individual, HWA  
HONG MUH, an individual, OCEAN  
ANGEL IV, LLC, a California limited  
liability company, PACIFIC RIM  
FISHERIES, INC, a California  
corporation, SARAH RATHBONE, an  
individual, COMMUNITY SEAFOOD  
LLC, a California limited liability  
company, SANTA BARBARA UNI,  
INC., a California corporation,  
SOUTHERN CAL SEAFOOD, INC., a  
California corporation, TRACTIDE  
MARINE CORP., a California  
corporation, WEI INTERNATIONAL  
TRADING INC., a California  
corporation and STEPHEN WILSON,  
an individual, individually and on  
behalf of others similarly situated,,

Case No. 2:15-cv-04113-PSG-JEM

[Consolidated with Case Nos. 2:15-cv-04573-PSG (JEMx), 2:15-cv-04759-PSG (JEMx), 2:15-cv-04989-PSG (JEMx), 2:15-cv-05118-PSG (JEMx), 2:15-cv-07051-PSG (JEMx)]

**[PROPOSED] FINAL JUDGMENT**

Judge: Hon. Philip S. Gutierrez  
Courtroom: 6A



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Plaintiffs,

vs.

PLAINS ALL AMERICAN PIPELINE,  
L.P., a Delaware limited partnership,  
and PLAINS PIPELINE, L.P., a Texas  
limited partnership, and JOHN DOES 1  
through 10,

Defendants.

1 The Court having entered on [DATE], a Final Approval Order approving the  
2 Settlement between plaintiffs Keith Andrews, Tiffani Andrews, Morgan Castagnola,  
3 Mike Gandall, Hwa Hong Muh, Ocean Angel IV LLC, Pacific Rim Fisheries, Inc.,  
4 Sarah Rathbone, Community Seafood LLC, Santa Barbara Uni, Inc., Southern Cal  
5 Seafood, Inc., Wei International Trading, Inc., individually and in their  
6 representative capacities (“Fisher Class Representatives”), and Defendants Plains  
7 All American Pipeline, L.P. and Plains Pipeline, L.P. (collectively “Plains” or  
8 “Defendants”), and between plaintiffs Baciu Family LLC, Alexandra B. Geremia,  
9 Jacques Habra, Mark Kirkhart, and Mary Kirkhart, individually and in their  
10 representative capacities (“Property Class Representatives”), and Plains, it is hereby  
11 ORDERED, ADJUDGED, and DECREED that:

12 1. Judgment is hereby entered in this case as to the Fisher Class and the  
13 Property Class in accordance with the Court’s [DATE] Final Approval Order as to  
14 all claims against Defendants in this Action.

15 2. The above-captioned Action is DISMISSED in its entirety with  
16 prejudice.

17 3. The Parties shall take all actions required of them by the Final Approval  
18 Order and the Settlement Agreement.

19 4. Except as otherwise provided in orders separately entered by this Court  
20 on any application for attorneys’ fees and expenses, any application for incentive  
21 awards, and the Plans of Distribution submitted by Class Counsel, the Parties will  
22 bear their own expenses and attorneys’ fees.

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

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1           6. This document constitutes a final judgment pursuant to Federal Rule of  
2 Civil Procedure 54 and a separate document for purposes of Federal Rule of Civil  
3 Procedure 58(a).

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5 DATED: \_\_\_\_\_

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9 Hon. Philip S. Gutierrez

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1 Robert J. Nelson (CSB No. 132797)  
rnelson@lchb.com  
2 LIEFF CABRASER HEIMANN & BERNSTEIN, LLP  
275 Battery Street, 29th Floor  
3 San Francisco, CA 94111-3339  
Telephone: (415) 956-1000  
4 Facsimile: (415) 956-1008

5 Juli E. Farris (CSB No. 141716)  
jfarris@kellerrohrback.com  
6 KELLER ROHRBACK L.L.P.  
801 Garden Street, Suite 301  
7 Santa Barbara, CA 93101  
Telephone: (805) 456-1496  
8 Facsimile: (805) 456-1497

9 *Class Counsel*

10 A. Barry Cappello (CSB No. 037835)  
abc@cappellonoel.com  
11 CAPPELLO & NOËL LLP  
831 State Street  
12 Santa Barbara, CA 93101-3227  
Telephone: (805)564-2444  
13 Facsimile: (805)965-5950

14 *Lead Trial Counsel*  
15 *(additional counsel listed at signature)*

16 **UNITED STATES DISTRICT COURT**  
17 **CENTRAL DISTRICT OF CALIFORNIA**

19 KEITH ANDREWS, an individual, et  
20 al.,

21 Plaintiffs,

22 v.

23 PLAINS ALL AMERICAN  
24 PIPELINE, L.P., a Delaware limited  
25 partnership, et al.,

26 Defendants.

Case No. 2:15-cv-04113-PSG-JEMx

**DECLARATION OF JENNIFER  
KEOUGH IN SUPPORT OF MOTION  
FOR PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT AND  
DIRECTION OF NOTICE UNDER  
RULE 23(E)**

Date: June 10, 2022

Time: 1:30 p.m.

Judge: Hon. Philip S. Gutierrez

Courtroom: 6A

1 I, Jennifer Keough, declare as follows:

2 1. I am the CEO, President and Co-Founder of JND Legal Administration  
3 LLC (“JND”). I have more than 20 years of experience creating and supervising  
4 notice and claims administration programs and have personally overseen well over  
5 1,000 matters. JND’s resume, which includes the bios of JND legal notice expert,  
6 Gina Intrepido-Bowden, and claims administration expert, Gretchen Eoff, both of  
7 whom will be assisting me in this important matter, and a comprehensive  
8 description of my experience is attached as Exhibit A.

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

13 3. I submit this Declaration regarding the Parties’ proposed program for  
14 providing notice to Fisher and Property Class Members (the “Notice Plan”), and to  
15 address why it is consistent with other best practicable court-approved notice  
16 programs and the requirements of Rule 23 of the Federal Rules of Civil Procedure  
17 (“Rule 23”), the Due Process Clause of the United States Constitution, and the  
18 Federal Judicial Center (“FJC”) guidelines for best practicable due process notice.

19 **BACKGROUND AND EXPERIENCE**

20 4. JND’s class action division provides all services necessary for the  
21 effective administration of class actions including: (1) all facets of legal notice,  
22 such as outbound mailing, email notification, and the design and implementation of  
23 media programs, including through digital and social media platforms; (2) website  
24 design and deployment, including on-line claim filing capabilities; (3) call center  
25 and other contact support; (4) secure class member data management; (5) paper and  
26 electronic claims processing; (6) calculation design and programming; (7) payment  
27 disbursements through check, wire, PayPal, merchandise credits, and other means;  
28 (8) qualified settlement fund tax reporting; (9) banking services and reporting; and

1 (10) all other functions related to the secure and accurate administration of class  
2 actions.

3 5. JND is an approved vendor for the United States Securities and  
4 Exchange Commission (“SEC”) as well as for the Federal Trade Commission  
5 (“FTC”) and we have worked with a number of other government agencies  
6 including: the U.S. Equal Employment Opportunity Commission (“EEOC”), the  
7 Office of the Comptroller of the Currency (“OCC”), the Consumer Financial  
8 Protection Bureau (“CFPB”), the Federal Deposit Insurance Corporation (“FDIC”),  
9 the Federal Communications Commission (“FCC”), the Department of Justice  
10 (“DOJ”), and the Department of Labor (“DOL”). We also have Master Services  
11 Agreements with various corporations, banks, and other government agencies,  
12 which were only awarded after JND underwent rigorous reviews of our systems,  
13 privacy policies, and procedures. JND has also been certified as SOC 2 compliant  
14 by noted accounting firm Moss Adams.<sup>1</sup> Finally, JND has been recognized by  
15 various publications, including the *National Law Journal*, the *Legal Times* and the  
16 *New York Law Journal*, for excellence in class action administration.

17 6. The principals of JND, including me, collectively have over 80 years  
18 of experience in class action legal and administrative fields. We have personally  
19 overseen the administration of some of the most complex administration programs  
20 in the country and regularly prepare and implement court-approved notice  
21 campaigns throughout the United States. For example, my team and I handled all  
22 aspects of mailed notice, website activities, call center operations, claim intake,  
23 scanning and data entry, and check distribution for the \$20 billion Gulf Coast  
24 Claims Facility. In the \$10+ billion BP Deepwater Horizon Settlement, I worked  
25 directly for Patrick Juneau, the Court-appointed claims administrator, in overseeing  
26 all inbound and outbound mail activities, all call center operations, all claim intake,

27 \_\_\_\_\_  
28 <sup>1</sup> As a SOC 2 Compliant organization, JND has passed an audit under AICPA criteria  
for providing data security.

1 scanning and data entry and all check distributions for the program. I also oversaw  
2 the entire administration process in the \$3.4 billion Cobell Settlement.

3 7. JND was appointed as the notice and claims administrator in the  
4 landmark \$2.67 billion Blue Cross Blue Shield antitrust settlement in which we  
5 mailed over 100 million postcard notices; sent hundreds of millions of email notices  
6 and reminders; placed notice via print, television, radio, internet; staffed the call  
7 center with 250 agents during the peak of the notice program; and received and  
8 processed more than eight million claims. We have also handled the settlement  
9 administration of the following matters: the \$1.3 billion Equifax Data Breach  
10 Settlement, the largest class action ever in terms of the number of claims received  
11 (over 18 million); a voluntary remediation program in Canada on behalf of over 30  
12 million people; the \$1.5 billion Mercedes-Benz Emissions settlements; the \$120  
13 million GM Ignition class action economic settlement, where we sent notice to  
14 nearly 30 million class members, and the \$215 million USC Student Health Center  
15 Settlement on behalf of women who were sexually abused by a doctor at USC, as  
16 well as hundreds of other matters.

17 8. Similar to the situation here, JND also designed and implemented the  
18 notice program for *Bruzek v. Husky Oil Operations Limited and Superior Refining*  
19 *Co. LLC.*, which notified property owner class members harmed by the Superior,  
20 WI oil refinery explosion.

21 9. Our notice campaigns are regularly approved by courts throughout the  
22 United States.

23 10. JND's Legal Notice Team, which operates under my direct  
24 supervision, researches, designs, develops, and implements a wide array of legal  
25 notice programs to meet the requirements of Rule 23 and relevant state court rules.  
26 In addition to providing notice directly to potential class members through direct  
27 mail and email, our media campaigns have used a variety of media including  
28 newspapers, press releases, magazines, trade journals, radio, television, social

1 media and the internet depending on the circumstances and allegations of the case,  
2 the demographics of the class, and the habits of its members, as reported by various  
3 research and analytics tools. During my career, I have submitted several hundred  
4 affidavits to courts throughout the country attesting to our role in the creation and  
5 launch of various media programs.

6 **CASE BACKGROUND**

7 11. I have been asked by the Parties to assist in preparing a Notice Plan to  
8 reach members of the previously certified Fisher Class and Property Class, to  
9 inform them about the recent Settlement, and their rights and options. The class  
10 action lawsuit involves a coastal oil spill in 2015, near Santa Barbara.

11 12. The Court has previously certified two Classes, a Fisher Class and a  
12 Property Class.

13 13. The **Fisher Class** consists of Commercial Fishers and Fish Processors.

14 A. Commercial Fishers include all persons and businesses who  
15 owned or worked on a vessel that was in operation as of May 19, 2015 and  
16 that: (1) landed any commercial seafood in California Department of Fish &  
17 Wildlife (“CDFW”) fishing blocks 654, 655, or 656; or (2) landed any  
18 commercial seafood, except groundfish or highly migratory species (as  
19 defined by the CDFW and the Pacific Fishery Management Council), in  
20 CDFW fishing blocks 651-656, 664-670, 678-686, 701-707, 718-726, 739-  
21 746, 760-765, or 806-809; from May 19, 2010 to May 19, 2015, inclusive.

22 B. Fish Processors include all persons and businesses in operation  
23 as of May 19, 2015 who purchased such commercial seafood directly from  
24 the Fishers and re-sold it at the retail or wholesale level.

25 14. It is my understanding that the Fisher Class includes approximately  
26 1,200 vessel, fishing, and fish processing license holders, and each vessel may also  
27 include unlicensed crew members.  
28



1 15. The **Property Class** consists of residential beachfront properties on a  
2 beach and residential properties with a private easement to a beach (collectively  
3 “Included Properties”) where oil from the 2015 Santa Barbara oil spill washed up,  
4 and where the oiling was categorized as Heavy, Moderate or Light, as identified in  
5 Exhibit A to Plaintiffs’ renewed motion [ECF 300-3, Ex. 14 of the Action]. It is my  
6 understanding that the Property Class includes approximately 8,000 properties in  
7 Santa Barbara, Ventura, and Los Angeles counties (“Class Counties”), as of May  
8 2015.

9 16. Excluded from both Classes are Defendants, any entity or division in  
10 which Defendants have a controlling interest, and their legal representatives,  
11 officers, directors, employees, assigns and successors; the judge to whom this case  
12 is assigned, the judge’s staff, and any members of the judge’s immediate family;  
13 and all persons and businesses who previously filed an exclusion during the initial  
14 notice period, or entered a separate settlement with Defendants for which a full  
15 release was signed. Also excluded from the Fisher Class are businesses that contract  
16 directly with Plains for use of the Pipeline.

### **NOTICE PLAN OVERVIEW**

17  
18 17. The objective of the proposed Notice Plan is to provide the best notice  
19 practicable, consistent with the methods and tools employed in other court-  
20 approved notice programs. The Notice Plan includes efforts to reach both the Fisher  
21 and Property Class.

22 18. This proposed Notice Program includes the same components that  
23 were used in the Fisher and Property Notice Programs previously approved by this  
24 Court, along with the addition of email notice.

25 19. The proposed Notice Program consists of direct notice, published  
26 notice in local and ethnic language newspapers with distribution along the Central  
27 Coast of California, an outreach effort to relevant influential  
28

1 bloggers/reporters/online outlets and organizations, and the distribution of a press  
2 release in English and Spanish to media outlets throughout California.

3 20. The notice documents will direct Class Members to the previously  
4 established case website, [www.PlainsOilSpill.com](http://www.PlainsOilSpill.com), where the Fisher Class Long  
5 Form Notice, attached as Exhibit B, and the Property Class Long Form Notice,  
6 attached as Exhibit C, will be posted and accessible in English, Spanish,  
7 Vietnamese, and Mandarin.

8 21. Under my direction, JND will maintain a toll-free number, post office  
9 box, and email address for this matter.

10 22. Based on my experience in developing and implementing class notice  
11 programs, I believe the proposed Notice Plan will provide the best notice  
12 practicable under the circumstances.

13 **DIRECT NOTICE EFFORT**

14 23. For this case, at my direction, JND staff will effectuate the sending of  
15 the Fisher Class Long Form Notice and the Property Class Long Form Notice via  
16 U.S. mail to known Class Members. In addition, the Fisher Class Short Form  
17 Notice, attached as Exhibit D, and Property Class Short Form Notice, attached as  
18 Exhibit E, will be formatted for email and sent to Fisher and Property Class  
19 Members for whom email addresses are available.

20 24. It is my understanding that Fisher Class contact information, including  
21 the names, mailing addresses, and email addresses for the 1,200 vessel, fishing, and  
22 fish processing license holders, will be provided by Class Counsel and CDFW  
23 databases. In addition, Class Counsel will provide names and mailing addresses for  
24 property owners as of May 2015.

25 25. Upon receipt of the Class Member data, JND will promptly load the  
26 information into a secure case-specific database for this case. JND employs  
27 appropriate administrative, technical and physical controls designed to ensure the  
28 confidentiality and protection of Class Member data, as well as to reduce the risk of

1 loss, misuse, or unauthorized access, disclosure or modification of Class Member  
2 data.

3 26. Prior to mailing, JND staff will perform advanced address research  
4 using skip trace databases and the United States Postal Service (“USPS”) National  
5 Change of Address (“NCOA”) database<sup>2</sup> to update addresses. At my direction, JND  
6 staff will track all notices returned undeliverable by the USPS and will promptly re-  
7 mail notices that are returned with a forwarding address. In addition, with my  
8 oversight, JND staff will also take reasonable efforts to research and determine if it  
9 is possible to reach a Class Member for whom a notice is returned without a  
10 forwarding address, either by mailing to a more recent mailing address or using  
11 available skip-tracing tools to identify a new mailing address and/or an email  
12 address by which the potential Class Member may be reached, if an email already  
13 has not been sent.

14 27. JND uses industry-leading email solutions to achieve the most  
15 efficient email notification campaigns. Our Data Team is staffed with email experts  
16 and software solution teams to conform each notice program to the particulars of  
17 the case. JND provides individualized support during the program and manages our  
18 sender reputation with the Internet Service Providers (“ISPs”). For each of our  
19 programs, we analyze the program’s data and monitor the ongoing effectiveness of  
20 the notification campaign, adjusting the campaign as needed. These actions ensure  
21 the highest possible deliverability of the email campaign so that more potential  
22 Class Members receive notice.

23 28. Prior to emailing the Notice, JND will evaluate the email for potential  
24 spam language to improve deliverability. This process includes running the email  
25 through spam testing software, DKIM for sender identification and authorization,  
26

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27 <sup>2</sup> 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 and hostname evaluation. Additionally, we will check the send domain against the  
2 25 most common IPv4 blacklists.

3 29. For each email campaign, including this one, JND will utilize a  
4 verification program to eliminate invalid email and spam traps that would otherwise  
5 negatively impact deliverability. We will then clean the list of email addresses for  
6 formatting and incomplete addresses to further identify all invalid email addresses.

7 30. To ensure readability of the email, our team will review and format the  
8 body content into a structure that is applicable to all email platforms, allowing the  
9 email to pass easily to the recipient. Before launching the email campaign, we will  
10 send a test email to multiple ISPs and open and test the email on multiple devices  
11 (iPhones, Android phones, desktop computers, tablets, etc.) to ensure the email  
12 opens as expected.

13 31. Additionally, JND will include an “unsubscribe” link at the bottom of  
14 the email to allow Class Members to opt out of any additional email notices from  
15 JND. This step is essential to maintain JND’s good reputation among the ISPs and  
16 reduce complaints relating to the email campaign.

17 32. Emails that are returned to JND are generally characterized as either  
18 “Soft Bounces” or “Hard Bounces.” Hard Bounces are when the ISP rejects the  
19 email due to a permanent reason such as the email account is no longer active. Soft  
20 Bounces are when the email is rejected for temporary reasons, such as the  
21 recipient’s email address inbox is full.

22 33. When an email is returned due to a soft bounce, JND attempts to re-  
23 email the email notice up to three additional times in an attempt to secure  
24 deliverability. The email is considered undeliverable if it is a Hard Bounce or a Soft  
25 Bounce that is returned after a third resend.

26 34. It is our understanding that the direct notice effort alone will reach a  
27 significant portion of the Class Members.  
28

1 **PUBLICATION NOTICE**

2 35. To supplement the direct notice effort, JND will publish the  
3 Fisher/Property Class “Dual” Notice, attached as Exhibit F, in community and  
4 ethnic newspapers along the Central Coast.

5 36. These papers include the *Bakersfield Californian*, *Lompoc Record*, *Los*  
6 *Angeles Daily News*, *OC Weekly*, *San Louis Obispo News Times*, *Santa Barbara*  
7 *Independent*, *Santa Barbara News Press*, *Santa Maria Sun*, *Ventura County*  
8 *Reporter*, and *Ventura County Star* community papers and *El Latino* (Spanish  
9 language paper covering Oxnard, Carpinteria, Santa Barbara, Goleta, Isla Vista, and  
10 Santa Maria), *La Opinion* (Spanish language paper covering Los Angeles area),  
11 *Zhong Guo Daily News* (Chinese language paper covering Los Angeles, Orange  
12 County, San Diego, San Bernardino, Riverside, Santa Barbara, and Las Vegas  
13 counties), and *Saigon Times* (Vietnamese language covering Los Angeles, San  
14 Fernando, Riverside, San Gabriel, and Orange County) ethnic newspapers.

15 **PRESS RELEASE**

16 37. To further assist in getting “word of mouth” out about the Settlement,  
17 the Fisher/Property Class “Dual” Notice (attached as Exhibit F) will be formatted as  
18 a press release and distributed at the start of the campaign to more than 900 English  
19 and Spanish media outlets throughout California.

20 **THIRD PARTY OUTREACH**

21 38. JND will contact commercial fishing organizations in the affected  
22 areas, as well as influential bloggers, reporters, and online outlets that cover  
23 relevant topics, such as fishing and real estate and housing, and ask them to share  
24 news of the Settlement with their members/readers.

25 **CASE WEBSITE**

26 39. An informational case website has already been established to enable  
27 Class Members to receive more information about the case. The website provides  
28 links to download the Long Form Class Notices in English, Spanish, Vietnamese,

1 and Mandarin, the Claim Form, and other important court documents. In addition,  
2 Class Members will be able to file an electronic claim at the case website.

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

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

8 41. JND will also maintain a dedicated Post Office Box and email address  
9 where Class Members may send claims and inquiries.

10 **NOTICE DESIGN AND CONTENT**

11 42. The proposed notice documents are designed to comply with the Rule  
12 23's guidelines for class action notices, as well as the FJC's *Judges' Class Action*  
13 *Notice and Claims Process Checklist and Plain Language Guide*. The notices  
14 contain easy-to-read summaries of the settlement and instructions on how to obtain  
15 more information about the case.

16 43. Courts routinely approve notices that have been written and designed  
17 in a similar manner.

18 **CONCLUSION**

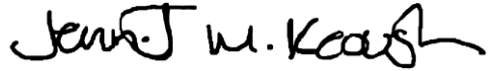
19 44. In my opinion, the proposed Notice Plan provides the best notice  
20 practicable under the circumstances; is consistent with the requirements of Rule 23;  
21 and is consistent with other similar court-approved best notice practicable notice  
22 programs. The Notice Plan is designed to reach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

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

Executed this 13<sup>th</sup> day of May, 2022, at Seattle, Washington.



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Jennifer Keough

**- EXHIBIT A -**





# JND CLASS ACTION ADMINISTRATION CV

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1.800.207.7160

| CA • MN • NY • WA

| [www.jndla.com](http://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.**

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## OVERVIEW

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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.

JND is backed by private Equity Firm Stone Point Capital and can tap into deep resources through its portfolio of companies.

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.

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## PEOPLE

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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.

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 ISC<sup>2</sup> 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. Matthew Potter

Matthew Potter is Senior Strategic Advisor for JND and responsible for helping drive the company's business development initiatives, sales and marketing strategy, and client relationship management.

As an accomplished leader in the legal administration industry, Matt brings nearly 20 years' experience to the design, implementation, and management of complex and time-sensitive projects including class action settlements, regulatory agency enforcement actions, and urgent communications such as data breach responses. During his career, Matt effectively managed a notable Attorney General settlement involving mortgage borrowers in virtually every state against financial institutions resulting in over 1,000 customer service representatives trained, over 1,000,000 claims processed, and over \$1 billion distributed to eligible claimants.

## 6. Lorri Staal

As JND's Vice President of Operations, Lorri provides day-to-day oversight of the company's internal processes and high-profile matters. With more than 20 years of complex litigation and claims administration operations expertise, Lorri has overseen numerous matters involving securities and consumer class actions, financial remediations, and federal and state government administrations. A few notable matters include the \$20 billion BP Oil Spill Gulf Coast Claims Facility, the \$140 million Takata Airbag Tort Compensation administration, and the \$50 billion Yukos Oil asset distribution,

Prior to her career in legal administration, Lorri was a practicing attorney, including at the global law firm Dechert, LLP, where she litigated complex cases for more than 10 years. Lorri was a featured speaker at the DRRT International Investor Global Loss Recovery in Frankfurt, Germany in 2018 and has authored several articles about administration issues.

Lorri earned her J.D. from Northwestern University Law School, where she was an editor for the Journal of Criminal Law and Criminology. She received her A.B. degree, cum laude, from Cornell University.

## 7. 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](http://www.JNDLA.com).

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## LANDMARK CASES

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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.

# JENNIFER KEOUGH

CHIEF EXECUTIVE OFFICER AND CO-FOUNDER



I.

## INTRODUCTION

Jennifer Keough is Chief Executive Officer and Co-Founder of JND Legal Administration (“JND”). She is the *only* judicially recognized expert in all facets of class action administration - from notice through distribution. With more than 20 years of legal experience, Ms. Keough has directly worked on hundreds of high-profile and complex administration engagements, including such landmark matters as the \$20 billion Gulf Coast Claims Facility, \$10 billion BP Deepwater Horizon Settlement, \$3.4 billion Cobell Indian Trust Settlement (the largest U.S. government class action settlement ever), \$3.05 billion VisaCheck/MasterMoney Antitrust Settlement, \$2.67 billion Blue Cross Blue Shield antitrust settlement, \$1.5 billion Mercedes-Benz Emissions Settlements; \$1.3 billion Equifax Data Breach Settlement, \$1 billion Stryker Modular Hip Settlement, \$600 million Engle Smokers Trust Fund, \$240 million Signet Securities Settlement, \$215 million USC Student Health Center Settlement, and countless other high-profile matters. She has been appointed notice expert in many notable cases and has testified on settlement matters in numerous courts and before the Senate Committee for Indian Affairs.

The only female CEO in the field, Ms. Keough oversees more than 200 employees at JND’s Seattle headquarters, as well as other office locations around the country.

She manages all aspects of JND's class action business from day-to-day processes to high-level strategies. Her comprehensive expertise with noticing, claims processing, Systems and IT work, call center logistics, data analytics, recovery calculations, check distribution, and reporting gained her the reputation with attorneys on both sides of the aisle as the most dependable consultant for all legal administration needs. Ms. Keough also applies her knowledge and skills to other divisions of JND, including mass tort, lien resolution, government services, and eDiscovery. Given her extensive experience, Ms. Keough is often called upon to consult with parties prior to settlement, is frequently invited to speak on class action issues, and has authored numerous articles in her multiple areas of expertise.

Ms. Keough launched JND with her partners in early 2016. Just a few months later, Ms. Keough was named as the Independent Claims Administrator ("ICA") in a complex BP Solar Panel Settlement. Ms. Keough also started receiving numerous appointments as notice expert and in 2017 was chosen to oversee a restitution program in Canada where every adult in the country was eligible to participate. Also, in 2017, Ms. Keough was named a female entrepreneur of the year finalist in the 14th Annual Stevie Awards for Women in Business. In 2015 and 2017, she was recognized as a "Woman Worth Watching" by Profiles in Diversity Journal.

Since JND's launch, Mrs. Keough has also been featured in numerous news sources. In 2019, she was highlighted in an Authority Magazine article, "5 Things I wish someone told me before I became a CEO," and a Moneyish article, "This is exactly how rampant 'imposter syndrome' is in the workforce." In 2018, she was featured in several Fierce CEO articles, "JND Legal Administration CEO Jennifer Keough aids law firms in complicated settlements," "Special Report—Women CEOs offer advice on defying preconceptions and blazing a trail to the top," and "Companies stand out with organizational excellence," as well as a Puget Sound Business Journal article, "JND Legal CEO Jennifer Keough handles law firms' big business." In 2013, Ms. Keough appeared in a CNN article, "What Changes with Women in the Boardroom."

Prior to forming JND, Ms. Keough was Chief Operating Officer and Executive Vice President for one of the then largest legal administration firms in the country, where

she oversaw operations in several offices across the country and was responsible for all large and critical projects. Previously, Ms. Keough worked as a class action business analyst at Perkins Coie, one of the country's premier defense firms, where she managed complex class action settlements and remediation programs, including the selection, retention, and supervision of legal administration firms. While at Perkins she managed, among other matters, the administration of over \$100 million in the claims-made Weyerhaeuser siding case, one of the largest building product class action settlements ever. In her role, she established a reputation as being fair in her ability to see both sides of a settlement program.

Ms. Keough earned her J.D. from Seattle University. She graduated from Seattle University with a B.A. and M.S.F. with honors.





# II

## LANDMARK CASES

Jennifer Keough has the distinction of personally overseeing the administration of more large class action programs than any other notice expert in the field. Some of her largest engagements include the following:

### 1. *Allagas v. BP Solar Int'l, Inc.*

No. 14-cv-00560 (N.D. Cal.)

Ms. 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. Ms. Keough and her team devised the administration protocol and built a network of inspectors and contractors to perform the various inspections and other work needed to assist claimants. She also built a program that included a team of operators to answer claimant questions, a fully interactive dedicated website with online 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 regarding the progress of the case’s administration. In addition to her role as ICA, Ms. Keough also acted as mediator for those claimants who opted out of the settlement to pursue their claims individually against BP. Honorable Susan Illston, recognized the complexity of the settlement when appointing Ms. Keough the 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.*

## 2. *Chester v. The TJX Cos.*

No. 15-cv-01437 (C.D. Cal.)

As the notice expert, Ms. Keough proposed a multi-faceted notice plan designed to reach over eight million class members. Where class member information was available, direct notice was sent via email and via postcard when an email was returned as undeliverable or for which there was no email address provided. Additionally, to reach the unknown class members, Ms. Keough's plan included a summary notice in eight publications directed toward the California class and a tear-away notice posted in all TJ Maxx locations in California. The notice effort also included an informational and interactive website with online claim filing and a toll-free number that provided information 24 hours a day. Additionally, associates were available to answer class member questions in both English and Spanish during business hours. Honorable Otis D. Wright, II approved the plan (May 14, 2018):

*...the Court finds and determines that the Notice to Class Members was complete and constitutionally sound, because individual notices were mailed and/or emailed to all Class Members whose identities and addresses are reasonably known to the Parties, and Notice was published in accordance with this Court's Preliminary Approval Order, and such notice was the best notice practicable.*

## 3. *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, Ms. Keough 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. Additionally, Ms. Keough played a role in creating the processes for evaluating claims and ensuring the correct distributions were made. Under Ms. Keough's supervision,

the processing team processed over 480,000 claims forms to determine eligibility. Less than one half of one 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).*

#### **4. FTC v. Reckitt Benckiser Grp. PLC**

No. 19CV00028 (W.D. Va.)

Ms. Keough and her team designed a multi-faceted notice program for this \$50 million settlement resolving charges by the FTC that Reckitt Benckiser Group PLC violated antitrust laws by thwarting lower-priced generic competition to its branded drug Suboxone.

The plan reached 80% of potential claimants nationwide, and a more narrowed effort extended reach to specific areas and targets. The nationwide effort utilized a mix of digital, print, and radio broadcast through Sirius XM. Extended efforts included local radio in areas defined as key opioid markets and an outreach effort to medical professionals approved to prescribe Suboxone in the U.S., as well as to substance abuse centers; drug abuse and addiction info and treatment centers; and addiction treatment centers nationwide.

## 5. *Gulf Coast Claims Facility (GCCF)*

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 Ms. Keough 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, Ms. Keough and her team coordinated a large notice outreach program which included publication in multiple journals and magazines in the Gulf Coast area. She also established a call center staffed by individuals fluent in Spanish, Vietnamese, Laotian, Khmer, French, and Croatian.

## 6. *Health Republic Ins. Co. v. United States*

No. 16-259C (F.C.C.)

For this \$1.9 billion settlement, Ms. Keough and her team used a tailored and effective approach of notifying class members via Federal Express mail and email. Opt-in notice packets were sent via Federal Express to each potential class member, as well as the respective CEO, CFO, General Counsel, and person responsible for risk corridors receivables, when known. A Federal Express return label was also provided for opt-in returns. Notice Packets were also sent via electronic-mail. The informational and interactive case-specific website posted the notices and other important Court documents and allowed potential class members to file their opt-in form electronically.

## 7. *In re Air Cargo Shipping Servs. Antitrust Litig.*

No. 06-md-1775 (JG) (VVP) (E.D.N.Y.)

This antitrust settlement involved five separate settlements. As a result, many class members were affected by more than one of the settlements, Ms. Keough constructed the notice and claims programs for each settlement in a manner which allowed affected class members the ability to compare the claims data. Each claims administration program included claims processing, review of supporting evidence, and a deficiency notification process. The deficiency

notification process included mailing of deficiency letters, making follow-up phone calls, and sending emails to class members to help them complete their claim. To ensure accuracy throughout the claims process for each of the settlements, Ms. Keough created a process which audited many of the claims that were eligible for payment.

## 8. *In re Blue Cross Blue Shield Antitrust Litig.*

Master File No.: 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. To notify class members, we mailed over 100 million postcard notices, sent hundreds of millions of email notices and reminders, and placed notice via print, television, radio, internet, and more. The call center was staffed with 250 agents during the peak of the notice program. More than eight million claims were received. In approving the notice plan designed by Jennifer Keough and her team, 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.*

## 9. *In re Classmates.com*

No. C09-45RAJ (W.D. Wash.)

Ms. Keough managed a team that provided email notice to over 50 million users with an estimated success rate of 89%. When an email was returned as undeliverable, it was re-sent up to three times in an attempt to provide notice to

the entire class. Additionally, Ms. Keough implemented a claims administration program which received over 699,000 claim forms and maintained three email addresses in which to receive objections, exclusions, and claim form requests. The Court approved the program when it stated:

*The Court finds that the form of electronic notice... together with the published notice in the Wall Street Journal, was the best practicable notice under the circumstances and was as likely as any other form of notice to apprise potential Settlement Class members of the Settlement Agreement and their rights to opt out and to object. The Court further finds that such notice was reasonable, that it constitutes adequate and sufficient notice to all persons entitled to receive notice, and that it meets the requirements of Due Process...*

## 10. *In re Equifax Inc. Customer Data Sec. Breach Litig.*

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

JND was appointed settlement administrator, under Ms. Keough's direction, for this complex data breach settlement valued at \$1.3 billion with a class of 147 million individuals nationwide. Ms. Keough and her team oversaw 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. Ms. Keough and her team also worked closely with the Notice Provider to ensure that each element of the media campaign was executed in the time and manner as set forth in the Notice Plan.

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.

## 11. *In re General Motors LLC Ignition Switch Litig.*

No. 2543 (MDL) (S.D.N.Y.)

### GM Ignition Switch Compensation Claims Resolution Facility

Ms. Keough oversaw the creation of a Claims Facility for the submission of injury claims allegedly resulting from the faulty ignition switch. The Claims Facility worked with experts when evaluating the claim forms submitted. First, the Claims Facility reviewed thousands of pages of police reports, medical documentation, and pictures to determine whether a claim met the threshold standards of an eligible claim for further review by the expert. Second, the Claims Facility would inform the expert that a claim was ready for its review. Ms. Keough constructed a database which allowed for a seamless transfer of claim forms and supporting documentation to the expert for further review.

## 12. *In re General Motors LLC Ignition Switch Litig.*

No. 2543 (MDL) (S.D.N.Y.)

Ms. Keough was appointed the class action settlement administrator for the \$120 million GM Ignition Switch settlement. On April 27, 2020, Honorable Jesse M. Furman approved the notice program designed by Ms. Keough and her team and the notice documents they drafted with the parties:

*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...*

Under Ms. Keough's direction, JND mailed notice to nearly 30 million potential class members.

On December 18, 2020, Honorable Jesse M. Furman granted final approval:

*The Court confirms the appointment of Jennifer Keough of JND Legal Administration ("JND") as Class Action Settlement Administrator and directs Ms. Keough to carry out all duties and responsibilities of the Class Action Settlement Administrator as specified in the Settlement Agreement and herein...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.*



### 13. *In re Mercedes-Benz Emissions Litig.*

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

JND Legal Administration was appointed as the Settlement Administrator in this \$1.5 billion 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 Jennifer Keough's 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.*

On July 12, 2021, the Court granted final approval of the settlement:

*The Court has again reviewed the Class Notice Program and finds that Class Members received the best notice practicable under the circumstances.*

## 14. *In re MyFord Touch Consumer Litig.*

No. 13-cv-3072 (EMC) (N.D. Cal.)

Ms. Keough was retained as the Notice Expert in this \$17 million automotive settlement. Under her direction, the JND team created a multi-faceted website with a VIN # lookup function that provided thorough data on individual car repair history. To assure all of the data was safeguarded, JND hired a third-party to attempt to hack it, demonstrating our commitment to ensuring the security of all client and claimant data. Their attempts were unsuccessful.

In his December 17, 2019 final approval order Judge Edward M. Chen remarked on the positive reaction that the settlement received:

*The Court finds that the Class Notice was the best practicable notice under the circumstances, and has been given to all Settlement Class Members known and reasonably identifiable in full satisfaction of the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process... The Court notes that the reaction of the class was positive: only one person objected to the settlement although, by request of the objector and in the absence of any opposition from the parties, that objection was converted to an opt-out at the hearing.*

## 15. *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.)

Following the closure of the Gulf Coast Claims Facility, the Deepwater Horizon Settlement claims program was created. There were two separate legal settlements that provided for two claims administration programs. One of the programs was for the submission of medical claims and the other was for the submission of economic and property damage claims. Ms. Keough played a key role in the formation of the claims program for the evaluation of economic and property damage claims. Additionally, Ms. Keough built and supervised the back-office mail and processing center in Hammond, Louisiana, which was the hub of the program. The Hammond center 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.

## 16. *In re Stryker Rejuvenate and ABG II Hip Implant Prods. Liab. Litig.*

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

Ms. Keough and her team were designated as the escrow agent and claims processor in 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. As the claims processor, Ms. Keough and her 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. Additionally, she oversaw the creation of a deficiency process to ensure claimants were notified of their deficient submission and provided an opportunity to cure. 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.

## 17. *In re The Engle Trust Fund*

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

Ms. Keough played a key role 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.*

## 18. *In re Washington Mut. Inc., Sec. Litig.*

No. 08-md-1919 MJP (W.D. Wash.)

Ms. Keough supervised the notice and claims administration for this securities class action, which included three separate settlements with defendants totaling \$208.5 million. In addition to mailing notice to over one million class members, Ms. Keough managed the claims administration program, including the review and processing of claims, notification of claim deficiencies, and distribution. In preparation for the processing of claims, Ms. Keough and her team established a unique database to store the proofs of claim and supporting documentation; trained staff to the particulars of this settlement; created multiple computer programs for the entry of class member's unique information; and developed a program to calculate the recognized loss amounts pursuant to the plan of allocation. The program was designed to allow proofs of claim to be filed by mail or through an online portal. A deficiency process was established in order to reach out to class members who submitted incomplete proof of claims. The deficiency process involved reaching out to claimants via letters, emails, and telephone calls.

## 19. *King v. Bumble Trading Inc*

No. 18-cv-06868-NC (N.D. Cal.)

Ms. Keough served as the notice expert in this \$22.5 million settlement that alleged that Bumble's Terms & Conditions failed to notify subscribers nationwide of their legal right to cancel their Boost subscription and obtain a refund within three business days of purchase, and for certain users in California, that Bumble's auto-renewal practices violated California law.

JND received two files of class member data containing over 7.1 million records. Our team analyzed the data to identify duplicates and then we further analyzed the unique records, using programmatic techniques and manual review, to identify accounts that had identical information in an effort to prevent multiple

notices being sent to the same class member. Through this process, JND was able to reduce the number of records to less than 6.3 million contacts.

Approving the settlement on December 18, 2020, Judge Nathanael M. Cousins, acknowledged the high success of our notice efforts:

*Pursuant to the Court's Preliminary Approval Order, the Court appointed JND Settlement Administrators as the Settlement Administrator... JND sent court-approved Email Notices to millions of class members...Overall, approximately 81% of the Settlement Class Members were successfully sent either an Email or Mailed Notice...JND supplemented these Notices with a Press Release which Global Newswire published on July 18, 2020... In sum, the Court finds that, viewed as a whole, the settlement is sufficiently "fair, adequate, and reasonable" to warrant approval.*

## 20. **Linneman v. Vita-Mix Corp.**

No. 15-cv-748 (S.D. Ohio)

Ms. Keough was hired by Plaintiff Counsel to design a notice program regarding this consumer settlement related to allegedly defective blenders. The Court approved Ms. Keough's plan and designated her as the notice expert for this case. As direct notice to the entire class was impracticable due to the nature of the case, Ms. Keough proposed a multi-faceted notice program. Direct notice was provided by mail or email to those purchasers identified through data obtained from Vita-Mix and third parties, such as retailers, dealers, distributors, or restaurant supply stores. To reach the unknown class members, Ms. Keough oversaw the design of an extensive media plan that included: published notice in *Cooking Light*, *Good Housekeeping*, and *People* magazine and digital notice; placements through Facebook/Instagram, Twitter, and Conversant; and paid search campaign through Google and Bing. In addition, the program included an informational and interactive website where class members could submit claims electronically, and a toll-free number that provided information to class

members 24 hours a day. When approving the plan, Honorable Susan J. Dlott stated (May 3, 2018):

*JND Legal Administration, previously appointed to supervise and administer the notice process, as well as oversee the administration of the Settlement, appropriately issued notice to the Class as more fully set forth in the Agreement, which included the creation and operation of the Settlement Website and more than 3.8 million mailed or emailed notices to Class Members. As of March 27, 2018, approximately 300,000 claims have been filed by Class Members, further demonstrating the success of the Court-approved notice program.*

## 21. Loblaw Card Program

Jennifer Keough was selected by major Canadian retailer Loblaw and its counsel to act as program administrator in its voluntary remediation program. The program was created as a response to a price-fixing scheme perpetrated by some employees of the company involving bread products. The program offered a \$25 gift 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. Ms. Keough and her 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.

## 22. McWilliams v. City of Long Beach

No. BC261469 (Cal. Super. Ct.)

Ms. Keough and her team designed and implemented an extensive notice program for the City of Long Beach telephone tax refund settlement. In addition to sending direct notice to all addresses within the City of Long Beach utility

billing system and from its GIS provider, and to all registered businesses during the class period, JND implemented a robust media campaign that alone reached 88% of the Class. The media effort included leading English and Spanish magazines and newspapers, a digital effort, local cable television and radio, an internet search campaign, and a press release distributed in both English and Spanish. The 12% claims rate exceeded expectations.

Judge Maren E. Nelson acknowledged the program's effectiveness in her final approval order on October 30, 2018:

*It is estimated that JND's Media Notice plan reached 88% of the Class and the overall reach of the Notice Program was estimated to be over 90% of the Class. (Keough Decl., at ¶12.). Based upon the notice campaign outlined in the Keough Declaration, it appears that the notice procedure was aimed at reaching as many class members as possible. The Court finds that the notice procedure satisfies due process requirements.*

### **23. New Orleans Tax Assessor Project**

After Hurricane Katrina, the City of New Orleans began to reappraise properties in the area which caused property values to rise. Thousands of property owners appealed their new property values and the City Council did not have the capacity to handle all the appeals in a timely manner. As a result of the large number of appeals, the City of New Orleans hired Ms. Keough to design a unique database to store each appellant's historical property documentation. Additionally, Ms. Keough designed a facility responsible for scheduling and coordinating meetings between the 5,000 property owners who appealed their property values and real estate agents or appraisers. The database that Ms. Keough designed facilitated the meetings between the property owners and the property appraisers by allowing the property appraisers to review the property owner's documentation before and during the appointment with them.

## 24. 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. Ms. Keough and her team 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. Ms. Keough ensured the establishment of an all-female call center, whose operators were fully trained to handle delicate interactions, with the goal of providing excellent service and assistance to every woman affected. She also worked with the JND staff handling lien resolution for this case. Preliminarily approving the settlement, Honorable Stephen V. Wilson stated (June 12, 2019):

*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.*



## 25. *Williams v. Weyerhaeuser Co.*

Civil Action No. 995787 (Cal. Super. Ct.)

This landmark consumer fraud litigation against Weyerhaeuser Co. had over \$100 million in claims paid. The action involved exterior hardboard siding installed on homes and other structures throughout the United States from January 1, 1981 to December 31, 1999 that was alleged to be defective and prematurely fail when exposed to normal weather conditions.

Ms. Keough oversaw the administration efforts of this program, both when she was employed by Perkins Coie, who represented defendants, and later when she joined the administration firm handling the case. The claims program was extensive and went on for nine years, with varying claims deadlines depending on when the class member installed the original Weyerhaeuser siding. The program involved not just payments to class members, but an inspection component where a court-appointed inspector analyzed the particular claimant's siding to determine the eligibility and award level. Class members received a check for their damages, based upon the total square footage of damaged siding, multiplied by the cost of replacing, or, in some instances, repairing, the siding on their homes. Ms. Keough oversaw the entirety of the program from start to finish.



## JUDICIAL RECOGNITION

Courts have favorably recognized Ms. Keough's work as outlined above and by the sampling of judicial comments from JND programs listed below.

### 1. 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).*

### 2. 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.*

### 3. 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.

#### 4. 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.

#### 5. Judge Mark C. Scarsi

**Patrick v. Volkswagen Grp. of Am., Inc.**, (September 18, 2021)

No. 19-cv-01908-MCS-ADS (C.D. Cal.):

The Court finds that, as demonstrated by the Declaration of Jennifer M. Keough and counsel’s submissions, Notice to the Settlement Class was timely and properly effectuated in accordance with Fed. R. Civ. P. 23(e) and the approved Notice Plan set forth in the Court’s Preliminary Approval Order. The Court finds that said Notice constitutes the best notice practicable under the circumstances, and satisfies all requirements of Rule 23(e) and due process.

## 6. 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.*

## 7. 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.*

## 8. Judge Mark H. Cohen

**Pinon v. Mercedes-Benz USA, LLC and Daimler AG**, (March 29, 2021)

No. 18-cv-3984 (N.D. Ga.):

*The Court finds that the content, format, and method of disseminating the Notice Plan, as set forth in the Motion, the Declaration of the Settlement Administrator (Declaration of Jennifer M. Keough Regarding Proposed Notice Plan) [Doc. 70-7], and the Settlement Agreement, including postcard notice disseminated through direct U.S. Mail to all known Class Members and establishment of a website: (a) constitutes the*

*best notice practicable under the circumstances; (b) are reasonably calculated, under the circumstances, to apprise settlement class members of the pendency of the action, the terms of the proposed Settlement Agreement, and their rights under the proposed Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to those persons entitled to receive notice; and (d) satisfies all requirements provided Federal Rule of Civil Procedure 23, the constitutional requirement of due process, and any other legal requirements. The Court further finds that the notices are written in plain language, use simple terminology, and are designated to be readily understandable by the Settlement Class...This Court also approves the Postcard Notice, the Long Form Notice, the Reimbursement Claim Form, and the Qualified Future Repair Claim Form in substantially the form as attached as Exhibits B to E to the Declaration of Jennifer M. Keough Regarding Proposed Notice Plan.*

## 9. 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 court approves the form and contents of the Short-Form and Long Form Notices attached as Exhibits A and B, respectively, to the Declaration of Jennifer M. Keough, filed on January 26, 2021...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.*

## 10. Honorable Virginia A. Phillips

*Sonner v. Schwabe N. Am., 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.*

## 11. 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.*

## 12. 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.*

### 13. 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. JND shall provide notice of pendency of the class action consistent with the procedures outlined in the Keough Declaration.*

### 14. 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 outlined by the Keough/JND Legal declaration...the Court approves the Parties selection of JND Legal as the third-party Claims Administrator.*

### 15. 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.*

## 16. Judge Steven W. Wilson

***Amador v Baca***, (August 11, 2020)

No. 10-cv-1649 (C.D. Cal.):

*Class Counsel, in conjunction with JND, have also facilitated substantial notice and outreach to the relatively disparate and sometimes difficult to contact class of more than 94,000 individuals, which has resulted in a relatively high claims rate of between 33% and 40%, pending final verification of deficient claims forms. Their conduct both during litigation and after settlement was reached was adequate in all respects, and supports approval of the Settlement Agreement.*

## 17. Judge Stephanie M. Rose

***Swinton v. SquareTrade, Inc.***, (April 14, 2020)

No. 18-CV-00144-SMR-SBJ (S.D. Iowa):

*This publication notice appears to have been effective. The digital ads were linked to the Settlement Website, and Google Analytics and other measures indicate that, during the Publication Notice Period, traffic to the Settlement Website was at its peak.*

## 18. Judge Joan B. Gottschall

***In re Navistar MaxxForce Engines Mktg., Sales Practices and Prods.***, (January 3, 2020)

No. 14-cv-10318 (N.D. Ill.):

*WHEREAS, the Parties have agreed to use JND Legal Administration (“JND”), an experienced administrator of class action settlements, as the claims administrator for this Settlement and agree that JND has the requisite experience and expertise to serve as claims administrator; The Court appoints JND as the claims administrator for the Settlement.*



## 19. Honorable Steven I. Locke

**Donnenfield v. Petro, Inc.**, (December 4, 2019)

No. 17-cv-02310 (E.D.N.Y.):

*WHEREAS, the Parties have agreed to use JND Legal Administration (“JND”), an experienced administrator of class action settlements, as the claims administrator for this Settlement and agree that JND has the requisite experience and expertise to serve as claims administrator; The Court appoints JND as the claims administrator for the Settlement.*

## 20. Honorable Amy D. Hogue

**Trepte v. Bionaire, Inc.**, (November 5, 2019)

No. BC540110 (Cal. Super. Ct.):

*The Court appoints JND Legal Administration as the Class Administrator... The Court finds that the forms of notice to the Settlement Class regarding the pendency of the action and of this settlement, and the methods of giving notice to members of the Settlement Class... constitute the best notice practicable under the circumstances and constitute valid, due, and sufficient notice to all members of the Settlement Class. They comply fully with the requirements of California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other applicable law.*

## 21. Judge Cormac J. Carney

**In re ConAgra Foods Inc.**, (October 8, 2019)

No. 11-cv-05379-CJC-AGR (C.D. Cal.):

*Following the Court’s preliminary approval, JND used a multi-pronged notice campaign to reach people who purchased Wesson Oils...As of September 19, 2019, only one class member requested to opt out of the settlement class, with another class member objecting to the settlement. The reaction of the class has thus been overwhelmingly positive, and this factor favors final approval.*

## 22. Judge Barbara Jacobs Rothstein

**Wright v. Lyft, Inc.**, (May 29, 2019)

No. 17-cv-23307-MGC 14-cv-00421-BJR (W.D. Wash.):

*The Court also finds that the proposed method of distributing relief to the class is effective. JND Legal Administration (“JND”), an experienced claims administrator, undertook a robust notice program that was approved by this Court...*

## 23. 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.*

## 24. Honorable James Donato

**In re Resistors Antitrust Litig.**, (May 2, 2019)

No. 15-cv-03820-JD (N.D. Cal.):

*The Court approves as to form and content the proposed notice forms, including the long form notice and summary notice, attached as Exhibits B and D to the Second Supplemental Declaration of Jennifer M. Keough Regarding Proposed Notice Program (ECF No. 534-3). The Court further finds that the proposed plan of notice – including Class Counsel’s agreement at the preliminary approval hearing for the KOA Settlement that direct notice would be effectuated through both U.S. mail and electronic mail to the extent electronic mail addresses can be identified following a reasonable search – and the proposed contents of these notices, meet the requirements of Rule 23 and due process, and are the best notice practicable*

*under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto. The Court appoints the firm of JND Legal Administration LLC as the Settlement Administrator.*

## 25. Honorable Leigh Martin May

***Bankhead v. First Advantage Background Serv. Corp.***, (April 30, 2019)  
No. 17-cv-02910-LMM-CCB (N.D. Ga.):

*The Court appoints JND Legal Administration as Settlement Administrator... The Court approves the notice plans for the Class as set forth in the declaration of the JND Legal Administration. The Court finds that class notice fully satisfies the requirements of due process of the Federal Rules of Civil Procedure. The notice plan constitutes the best notice practicable under the circumstances of the Class.*

## 26. Honorable P. Kevin Castel

***Hanks v. Lincoln Life & Annuity Co. of New York***, (April 23, 2019)  
No. 16-cv-6399 PKC (S.D.N.Y.):

*The Court approves the form and contents of the Short-Form Notice and Long-Form Notice (collectively, the “Notices”) attached as Exhibits A and B, respectively, to the Declaration of Jennifer M. Keough, filed on April 2, 2019, at Docket No. 120...The form and content of the notices, as well as the manner of dissemination described below, therefore 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...the Court approves the retention of JND Legal Administration LLC (“JND”) as the Notice Administrator.*

## 27. Judge Cormac J. Carney

***In re ConAgra Foods Inc.***, (April 4, 2019)  
No. 11-cv-05379-CJC-AGR (C.D. Cal.):

*The bids were submitted to Judge McCormick, who ultimately chose JND Legal Administration to propose to the Court to serve as the settlement administrator.*

*(Id. ¶ 65.) In addition to being selected by a neutral third party, JND Legal Administration appears to be well qualified to administer the claims in this case... The Court appoints JND Legal Administration as Settlement Administrator... JND Legal Administration will reach class members through a consumer media campaign, including a national print effort in People magazine, a digital effort targeting consumers in the relevant states through Google Display Network and Facebook, newspaper notice placements in the Los Angeles Daily News, and an internet search effort on Google. (Keough Decl. ¶ 14.) JND Legal Administration will also distribute press releases to media outlets nationwide and establish a settlement website and toll-free phone number. (Id.) The print and digital media effort is designed to reach 70% of the potential class members. (Id.) The newspaper notice placements, internet search effort, and press release distribution are intended to enhance the notice's reach beyond the estimated 70%. (Id.)*

## 28. 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.*

## 29. 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.*

### 30. 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.*

### 31. Judge Maren E. Nelson

*Granados v. Cnty. of Los Angeles*, (October 30, 2018)

No. BC361470 (Cal. Super. Ct.):

*JND's Media Notice plan is estimated to have reached 83% of the Class. The overall reach of the Notice Program was estimated to be over 90% of the Class. (Keough Decl., at ¶12.). Based upon the notice campaign outlined in the Keough Declaration, it appears that the notice procedure was aimed at reaching as many class members as possible. The Court finds that the notice procedure satisfies due process requirements.*

### 32. Judge Cheryl L. Pollak

*Dover v. British Airways, PLC (UK)*, (October 9, 2018)

No. 12-cv-5567 (E.D.N.Y.), in response to two objections:

*JND Legal Administration was appointed as the Settlement Claims Administrator, responsible for providing the required notices to Class Members and overseeing the claims process, particularly the processing of Cash Claim Forms...the overwhelmingly positive response to the Settlement by the Class Members, reinforces the Court's conclusion that the Settlement is fair, adequate, and reasonable.*

### 33. Judge Edward J. Davila

*In re Intuit Data Litig.*, (October 4, 2018)

No. 15-CV-1778-EJD (N.D. Cal.):

*The Court appoints JND Legal Administration (“JND”) to serve as the Settlement Administrator...The Court approves the program for disseminating notice to Class Members set forth in the Agreement and Exhibit A thereto (herein, the “Notice Program”). The Court approves the form and content of the proposed forms of notice, in the forms attached as Attachments 1 through 3 to Exhibit A to the Agreement. The Court finds that the proposed forms of notice are clear and readily understandable by Class Members. The Court finds that the Notice Program, including the proposed forms of notice, is reasonable and appropriate and satisfies any applicable due process and other requirements, and is the only notice to the Class Members of the Settlement that is required.*

### 34. Judge Ann D. Montgomery

*In re Wholesale Grocery Prod. Antitrust Litig.*, (November 16, 2017)

No. 9-md-2090 (ADM) (TNL) (D. Minn.):

*Notice provider and claims administrator JND Legal Administration LLC provided proof that mailing conformed to the Preliminary Approval Order in a declaration filed contemporaneously with the Motion for Final Approval of Class Settlement. This notice program fully complied with Fed. R. Civ. P. 23, satisfied the requirements of due process, is the best notice practicable under the circumstances, and constituted due and adequate notice to the Class of the Settlement, Final Approval Hearing and other matters referred to in the Notice.*

### 35. Honorable David O. Carter

*Hernandez v. Experian Info. Sols., Inc.*, (April 6, 2018)

No. 05-cv-1070 (C.D. Cal.):

*The Court finds, however, that the notice had significant value for the Class, resulting in over 200,000 newly approved claims—a 28% increase in the number of*

*Class members who will receive claimed benefits—not including the almost 100,000 Class members who have visited the CCRA section of the Settlement Website thus far and the further 100,000 estimated visits expected through the end of 2019. (Dkt. 1114-1 at 3, 6). Furthermore, the notice and claims process is being conducted efficiently at a total cost of approximately \$6 million, or \$2.5 million less than the projected 2009 Proposed Settlement notice and claims process, despite intervening increases in postage rates and general inflation. In addition, the Court finds that the notice conducted in connection with the 2009 Proposed Settlement has significant ongoing value to this Class, first in notifying in 2009 over 15 million Class members of their rights under the Fair Credit Reporting Act (the ignorance of which for most Class members was one area on which Class Counsel and White Objectors' counsel were in agreement), and because of the hundreds of thousands of claims submitted in response to that notice, and processed and validated by the claims administrator, which will be honored in this Settlement.*



## IV.

## CASE EXPERIENCE

Ms. Keough has played an important role in hundreds of matters throughout her career. A partial listing of her notice and claims administration case work is provided below.

CASE NAME	CASE NUMBER	LOCATION
<i>Aaland v. Contractors.com and One Planet Ops</i>	19-2-242124 SEA	Wash. Super. Ct.
<i>A.B. v. Regents of the Univ. of California</i>	20-cv-09555-RGK-E	C.D. Cal.
<i>Achziger v. IDS Prop. Cas. Ins.</i>	14-cv-5445	W.D. Wash.
<i>Adair v. Michigan Pain Specialist, PLLC</i>	14-28156-NO	Mich. Cir.
<i>Adkins v. EQT Prod. Co.</i>	10-cv-00037-JPJ-PMS	W.D. Va.
<i>Advance Trust &amp; 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>Allagas v. BP Solar Int'l, Inc.</i>	14-cv-00560 (SI)	N.D. Cal.
<i>Amador v. Baca</i>	10-cv-1649	C.D. Cal.
<i>Amin v. Mercedes-Benz USA, LLC</i>	17-cv-01701-AT	N.D. Ga.
<i>Anger v. Accretive Health</i>	14-cv-12864	E.D. Mich.
<i>Arthur v. Sallie Mae, Inc.</i>	10-cv-00198-JLR	W.D. Wash.
<i>Atkins v. Nat'l. Gen. Ins. Co.</i>	16-2-04728-4	Wash. Super. Ct.
<i>Atl. Ambulance Corp. v. Cullum &amp; Hitti</i>	MRS-L-264-12	N.J. Super. Ct.
<i>Avila v. LifeLock Inc.</i>	15-cv-01398-SRB	D. Ariz.
<i>Backer Law Firm, LLC v. Costco Wholesale Corp.</i>	15-cv-327 (SRB)	W.D. Mo.
<i>Baker v. Equity Residential Mgmt., LLC</i>	18-cv-11175	D. Mass.
<i>Bankhead v. First Advantage Background Servs. Corp.</i>	17-cv-02910-LMM-CCB	N.D. Ga.
<i>Barclays Dark Pool Sec. Litig.</i>	14-cv-5797 (VM)	S.D.N.Y.
<i>Barrios v. City of Chicago</i>	15-cv-02648	N.D. Ill.
<i>Beezley v. Fenix Parts, Inc.</i>	17-cv-7896	N.D. Ill.
<i>Belanger v. RoundPoint Mortg. Servicing</i>	17-cv-23307-MGC	S.D. Fla.
<i>Beltran v. InterExchange, Inc.</i>	14-cv-3074	D. Colo.
<i>BlackRock Core Bond Portfolio v. Wells Fargo</i>	65687/2016	N.Y. Super. Ct.
<i>Bland v. Premier Nutrition Corp.</i>	RG19-002714	Cal. Super. Ct.
<i>Blasi v. United Debt Serv., LLC</i>	14-cv-0083	S.D. Ohio



CASE NAME	CASE NUMBER	LOCATION
<i>Bollenbach Enters. Ltd. P'ship. v. Oklahoma Energy Acquisitions</i>	17-cv-134	W.D. Okla.
<i>Boskie v. Backgroundchecks.com</i>	2019CP3200824	S.C. C.P.
<i>Boyd v. RREM Inc., d/b/a Winston</i>	2019-CH-02321	Ill. Cir. Ct.
<i>Bradley v. Honecker Cowling LLP</i>	18-cv-01929-CL	D. Or.
<i>Brna v. Isle of Capri Casinos</i>	17-cv-60144 (FAM)	S.D. Fla.
<i>Browning v. Yahoo!</i>	C04-01463 HRL	N.D. Cal.
<i>Bruzek v. Husky Oil Operations Ltd.</i>	18-cv-00697	W.D. Wis.
<i>Careathers v. Red Bull N. Am., Inc.</i>	13-cv-369 (KPF)	S.D.N.Y.
<i>Carillo v. Wells Fargo Bank, N.A.</i>	18-cv-03095	E.D.N.Y.
<i>Carmack v. Amaya Inc.</i>	16-cv-1884	D.N.J.
<i>Cecil v. BP Am. Prod. Co.</i>	16-cv-410 (RAW)	E.D. Okla.
<i>Chamblee v. TerraForm Power, Inc.</i>	16 MD 2742 (PKC)(AJP)	S.D.N.Y.
<i>Chester v. TJX Cos.</i>	15-cv-1437 (ODW) (DTB)	C.D. Cal.
<i>Chieftain Royalty Co. v. BP Am. Prod. Co.</i>	18-cv-00054-JFH-JFJ	N.D. Okla.
<i>Chieftain Royalty Co. v. Marathon Oil Co.</i>	17-cv-334	E.D. Okla.
<i>Chieftain Royalty Co. v. Newfield Exploration Mid-Continent Inc.</i>	17-cv-00336-KEW	E.D. Okla.
<i>Chieftain Royalty Co. v. SM Energy Co.</i>	18-cv-01225-J	W.D. Okla.
<i>Chieftain Royalty Co. v. XTO Energy, Inc.</i>	11-cv-00029-KEW	E.D. Okla.
<i>Christopher v. Residence Mut. Ins. Co.</i>	CIVDS1711860	Cal. Super. Ct.
<i>City of Los Angeles v. Bankrate, Inc.</i>	14-cv-81323 (DMM)	S.D. Fla.
<i>Cline v Sunoco, Inc.</i>	17-cv-313-JAG	E.D. Okla.
<i>Cline v. TouchTunes Music Corp.</i>	14-CIV-4744 (LAK)	S.D.N.Y.
<i>Cobell v. Salazar</i>	96-cv-1285 (TFH)	D.D.C.
<i>Common Ground Healthcare Coop. v. United States</i>	17-877C	F.C.C.
<i>Cooper Clark Found. v. Oxy USA</i>	2017-CV-000003	D. Kan.
<i>Corker v. Costco Wholesale Corp.</i>	19-cv-00290-RSL	W.D. Wash.
<i>Corona v. Sony Pictures Entm't Inc.</i>	14-CV-09600-RGK-E	C.D. Cal.
<i>Courtney v. Avid Tech., Inc.</i>	13-cv-10686-WGY	D. Mass.
<i>Dahy v. FedEx Ground Package Sys., Inc.</i>	GD-17-015638	C.P. Pa.
<i>Dargoltz v. Fashion Mktng &amp; Merch. Grp.</i>	2021-009781-CA-01	Fla. Cir. Ct.

CASE NAME	CASE NUMBER	LOCATION
<i>DASA Inv., Inc. v. EnerVest Operating LLC</i>	18-cv-00083-SPS	E.D. Okla.
<i>Davis v. Carfax, Inc.</i>	CJ-04-1316L	D. Okla.
<i>Davis v. State Farm Ins.</i>	19-cv-466	W.D. Ky.
<i>Davis v. Yelp Inc.</i>	18-cv-00400-EMC	N.D. Cal.
<i>DeFrees v. Kirkland and U.S. Aerospace, Inc.</i>	CV 11-04574	C.D. Cal.
<i>de Lacour v. Colgate-Palmolive Co.</i>	16-cv-8364-KW	S.D.N.Y.
<i>Delkener v. Cottage Health Sys.</i>	30-2016-847934 (CU) (NP) (CXC)	Cal. Super. Ct.
<i>DeMarco v. AvalonBay Communities, Inc.</i>	15-cv-00628-JLL-JAD	D.N.J.
<i>Deora v Nanthealth</i>	17-cv-01825-TJH-MRWx	C.D. Cal.
<i>Diel v Salal Credit Union</i>	19-2-10266-7 KNT	Wash. Super. Ct.
<i>Djoric v. Justin Brands, Inc.</i>	BC574927	Cal. Super. Ct.
<i>Doan v. CORT Furniture Rental Corp.</i>	30-2017-00904345-CU-BT-CXC	Cal. Super. Ct.
<i>Doan v. State Farm Gen. Ins. Co.</i>	1-08-cv-129264	Cal. Super. Ct.
<i>Donnenfeld v. Petro, Inc.</i>	17-cv-02310	E.D.N.Y.
<i>Dougherty v. Barrett Bus. Serv., Inc.</i>	17-2-05619-1	Wash. Super. Ct.
<i>Doughtery v. QuickSIUS, LLC</i>	15-cv-06432-JHS	E.D. Pa.
<i>Dover v. British Airways, PLC (UK)</i>	12-cv-5567	E.D.N.Y.
<i>Dwyer v. Snap Fitness, Inc.</i>	17-cv-00455-MRB	S.D. Ohio
<i>Edwards v. Arkansas Cancer Clinic, P.A.</i>	35CV-18-1171	Ark. Cir. Ct.
<i>Edwards v. Hearst Commc'ns., Inc.</i>	15-cv-9279 (AT) (JLC)	S.D.N.Y.
<i>Engquist v. City of Los Angeles</i>	BC591331	Cal. Super. Ct.
<i>Erica P. John Fund, Inc. v. Halliburton Co.</i>	02-cv-1152	N.D. Tex.
<i>Expedia Hotel Taxes &amp; Fees Litig.</i>	05-2-02060-1 (SEA)	Wash. Super. Ct.
<i>Family Med. Pharmacy LLC v. Impax Labs., Inc.</i>	17-cv-53	S.D. Ala.
<i>Family Med. Pharmacy LLC v. Trxade Grp. Inc.</i>	15-cv-00590-KD-B	S.D. Ala.
<i>Farmer v. Bank of Am.</i>	11-cv-00935-OLG	W.D. Tex.
<i>Farris v. Carlinville Rehab and Health Care Ctr.</i>	2019CH42	Ill. Cir. Ct.
<i>Fielder v. Mechanics Bank</i>	BC721391	Cal. Super. Ct.
<i>Finerman v. Marriott Ownership Resorts, Inc.</i>	14-cv-1154-J-32MCR	M.D. Fla.
<i>Fishon v. Premier Nutrition Corp.</i>	16-CV-06980-RS	N.D. Cal.
<i>Fitzgerald v. Lime Rock Res.</i>	CJ-2017-31	Okla. Dist. Ct.
<i>Folweiler v. Am. Family Ins. Co.</i>	16-2-16112-0	Wash. Super. Ct.

CASE NAME	CASE NUMBER	LOCATION
<i>Fosbrink v. Area Wide Protective, Inc.</i>	17-cv-1154-T-30CPT	M.D. Fla.
<i>Franklin v. Equity Residential</i>	651360/2016	N.Y. Super. Ct.
<i>Fresno Cnty. Employees Ret. Assoc. v. comScore Inc.</i>	16-cv-1820 (JGK)	S.D.N.Y.
<i>Frost v. LG Elec. MobileComm U.S.A., Inc.</i>	37-2012-00098755-CU-PL-CTL	Cal. Super. Ct.
<i>FTC v. Consumerinfo.com</i>	SACV05-801 AHS (MLGx)	C.D. Cal.
<i>FTC v. Reckitt Benckiser Grp. PLC</i>	19CV00028	W.D. Va.
<i>Gehrich v. Howe</i>	37-2018-00041295-CU-SL-CTL	N.D. Ga.
<i>Gonzalez v. Banner Bank</i>	20-cv-05151-SAB	E.D. Wash.
<i>Gonzalez-Tzita v. City of Los Angeles</i>	16-cv-00194	C.D. Cal.
<i>Gormley v. magicJack Vocaltec Ltd.</i>	16-cv-1869	S.D.N.Y.
<i>Graf v. Orbit Machining Co.</i>	2020CH03280	Ill. Cir. Ct.
<i>Gragg v. Orange Cab Co.</i>	C12-0576RSL	W.D. Wash.
<i>Granados v. Cnty. of Los Angeles</i>	BC361470	Cal. Super., Ct.
<i>Gudz v. Jemrock Realty Co., LLC</i>	603555/2009	N.Y. Super. Ct.
<i>Guevoura Fund Ltd. v. Sillerman</i>	15-cv-07192-CM	S.D.N.Y.
<i>Hahn v. Hanil Dev., Inc.</i>	BC468669	Cal. Super. Ct.
<i>Haines v. Washington Trust Bank</i>	20-2-10459-1	Wash. Super. Ct.
<i>Halperin v. YouFit Health Clubs</i>	18-cv-61722-WPD	S.D. Fla.
<i>Hanks v. Lincoln Life &amp; Annuity Co. of New York</i>	16-cv-6399 PKC	S.D.N.Y.
<i>Harrington v. Wells Fargo Bank NA</i>	19-cv-11180-RGS	D. Mass.
<i>Harris v. Chevron U.S.A., Inc.</i>	15-cv-00094	W.D. Okla.
<i>Hawker v. Pekin Ins. Co.</i>	20-cv-00830	S.D. Ohio
<i>Hay Creek Royalties, LLC v. Roan Res. LLC</i>	19-cv-00177-CVE-JFJ	N.D. Okla.
<i>Health Republic Ins. Co. v. United States</i>	16-259C	F.C.C.
<i>Henry Price Trust v Plains Mkting</i>	19-cv-00390-RAW	E.D. Okla.
<i>Hernandez v. Experian Info. Sols., Inc.</i>	05-cv-1070 (DOC) (MLGx)	C.D. Cal.
<i>Hernandez v. Wells Fargo Bank, N.A.</i>	18-cv-07354	N.D. Cal.
<i>Herrera v. Wells Fargo Bank, N.A.</i>	18-cv-00332-JVS-MRW	C.D. Cal.
<i>Hill v. Valli Produce of Evanston</i>	2019CH13196	Ill. Cir. Ct.
<i>Holmes v. LM Ins. Corp.</i>	19-cv-00466	M.D. Tenn.
<i>Holt v. Murphy Oil USA, Inc.</i>	17-cv-911	N.D. Fla.

CASE NAME	CASE NUMBER	LOCATION
<i>Horton v. Cavalry Portfolio Serv., LLC and Krejci v. Cavalry Portfolio Serv., LLC</i>	13-cv-0307-JAH-WVG and 16-cv-00211-JAH-WVG	C.D. Cal.
<i>Howell v. Checkr, Inc.</i>	17-cv-4305	N.D. Cal.
<i>Hoyte v. Gov't of D.C.</i>	13-cv-00569	D.D.C.
<i>Hufford v. Maxim Inc.</i>	19-cv-04452-ALC-RWL	S.D.N.Y.
<i>Huntzinger v. Suunto Oy</i>	37-2018-27159 (CU) (BT) (CTL)	Cal. Super. Ct.
<i>In re Air Cargo Shipping Servs. Antitrust Litig.</i>	06-md-1775 (JG) (VVP)	E.D.N.Y.
<i>In re Akorn, Inc. Sec. Litig.</i>	15-c-1944	N.D. Ill.
<i>In re Am. Express Fin. Advisors Sec. Litig.</i>	04 Civ. 1773 (DAB)	S.D.N.Y.
<i>In re AMR Corp. (Am. Airlines Bankr.)</i>	1-15463 (SHL)	S.D.N.Y.
<i>In re Auction Houses Antitrust Litig.</i>	00-648 (LAK)	S.D.N.Y.
<i>In re AudioEye, Inc. Sec. Litig.</i>	15-cv-163 (DCB)	D. Ariz.
<i>In re AXA Equitable Life Ins. Co. COI Litig.</i>	16-cv-740	S.D.N.Y.
<i>In re Banner Health Data Breach Litig.</i>	16-cv-02696	D. Ariz.
<i>In re Blue Cross Blue Shield Antitrust Litig.</i>	13-CV-20000-RDP	N.D. Ala.
<i>In re Bofl Holding, Inc. Sec. Litig.</i>	15-cv-02324-GPC-KSC	S.D. Cal.
<i>In re Broiler Chicken Antitrust Litig.</i>	16-cv-08637	N.D. Ill.
<i>In re Chaparral Energy, Inc.</i>	20-11947 (MFW)	D. Del. Bankr.
<i>In re Classmates.com</i>	C09-45RAJ	W.D. Wash.
<i>In re Cognizant Tech. Solutions Corp. Sec. Litig.</i>	16-6509	D.N.J.
<i>In re ConAgra Foods Inc.</i>	11-cv-05379-CJC-AGR	C.D. Cal.
<i>In re CRM Holdings, Ltd. Sec. Litig.</i>	10-cv-00975-RPP	S.D.N.Y.
<i>In re Equifax Inc. Customer Data Sec. Breach Litig.</i>	17-md-2800-TWT	N.D. Ga.
<i>In re Equifax Inc. Sec. Litig.</i>	17-cv-03463-TWT	N.D. Ga.
<i>In re General Motors LLC Ignition Switch Litig.</i>	14-md-2543	S.D.N.Y.
<i>In re Glob. Tel*Link Corp. Litig.</i>	14-CV-5275	W.D. Ark.
<i>In re GoPro, Inc. Shareholder Litig.</i>	CIV537077	Cal. Super. Ct.
<i>In re Guess Outlet Store Pricing</i>	JCCP No. 4833	Cal. Super. Ct.
<i>In re Helios and Matheson Analytics, Inc. Sec. Litig.</i>	18-cv-06965JGK	S.D.N.Y.
<i>In re Illumina, Inc. Sec. Litig.</i>	16-cv-03044-L-MSB	S.D. Cal.
<i>In re Initial Pub. Offering Sec. Litig. (IPO Sec. Litig.)</i>	No. 21-MC-92	S.D.N.Y.
<i>In re Intuit Data Litig.</i>	15-CV-1778-EJD	N.D. Cal.

CASE NAME	CASE NUMBER	LOCATION
<i>In re J.P. Morgan Stable Value Fund ERISA Litig.</i>	12-cv-02548-VSB	S.D.N.Y.
<i>In re Keurig Green Mountain Single-Serve Coffee Antitrust Litig. (Indirect-Purchasers)</i>	14-md-02542	S.D.N.Y.
<i>In re Legacy Reserves LP Preferred Unitholder Litig.</i>	2018-225 (JTL)	Del. Ch.
<i>In re LIBOR-Based Fin. Instruments Antitrust Litig.</i>	11-md-2262 (NRB)	S.D.N.Y.
<i>In re Mercedes-Benz Emissions Litig.</i>	16-cv-881 (KM) (ESK)	D.N.J.
<i>In re MyFord Touch Consumer Litig.</i>	13-cv-3072 (EMC)	N.D. Cal.
<i>In re Mylan N.V. Sec. Litig</i>	16-cv-07926-JPO	S.D.N.Y.
<i>In re Navistar MaxxForce Engines Mktg., Sales Practices and Prods. Liab. Litig.</i>	14-cv-10318	N.D. Ill.
<i>In re Novo Nordisk Sec. Litig.</i>	17-cv-00209-BRM-LHG	D.N.J.
<i>In re Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010</i>	2179 (MDL)	E.D. La.
<i>In re PHH Lender Placed Ins. Litig.</i>	12-cv-1117 (NLH) (KMW)	D.N.J.
<i>In re Pokémon Go Nuisance Litig.</i>	16-cv-04300	N.D. Cal.
<i>In re Polyurethane Foam Antitrust Litig.</i>	10-md-196 (JZ)	N.D. Ohio
<i>In re Pre-Filled Propane Tank Antitrust Litig.</i>	14-md-02567	W.D. Mo.
<i>In re Processed Egg Prod. Antitrust Litig.</i>	08-MD-02002	E.D. Pa.
<i>In re Resideo Tech., Inc. Sec. Litig.</i>	19-cv-02863	D. Minn.
<i>In re Resistors Antitrust Litig.</i>	15-cv-03820-JD	N.D. Cal.
<i>In re Rev Grp., Inc. Sec. Litig.</i>	18-cv-1268-LA	E.D. Wis.
<i>In re Rockwell Med. Inc. Stockholder Derivative Litig.</i>	19-cv-02373	E.D. N.Y.
<i>In re Saks Inc. Shareholder Litig.</i>	652724/2013	N.Y. Super. Ct.
<i>In re Sheridan Holding Co. I, LLC</i>	20-31884 (DRJ)	Bankr. S.D. Tex.
<i>In re Signet Jewelers Ltd, Sec. Litig.</i>	16-cv-06728-CM-SDA	S.D.N.Y.
<i>In re Snap Inc. Sec. Litig.</i>	17-cv-03679-SVW-AGR	C.D. Cal.
<i>In re Spectrum Brand Sec. Litig.</i>	19-cv-347-JDP	W.D. Wis.
<i>In re Stellantis N.V. v. Sec. Litig.</i>	19-CV-6770 (EK) (MMH)	E.D.N.Y.
<i>In re Stericycle, Inc. Sec. Litig.</i>	16-cv-07145	N.D. Ill.
<i>In re Stryker Rejuvenate and ABG II Hip Implant Prods. Liab. Litig.</i>	13-md-2441	D. Minn.
<i>In re Tenet Healthcare Corp. Sec.</i>	CV-02-8462-RSWL (Rzx)	C.D. Cal.
<i>In re Tesla Inc. Sec. Litig.</i>	18-cv-04865-EMC	N.D. Cal.

CASE NAME	CASE NUMBER	LOCATION
<i>In re The Engle Trust Fund</i>	94-08273 CA 22	Fla. 11th Cir. Ct.
<i>In re Ubiquiti Networks Sec. Litig.</i>	18-cv-01620 (VM)	S.D.N.Y.
<i>In re Unilife Corp. Sec. Litig.</i>	16-cv-3976 (RA)	S.D.N.Y.
<i>In re Vale S.A. Sec. Litig.</i>	15 Civ. 09539 (GHW)	S.D.N.Y.
<i>In re Washington Mut. Inc. Sec. Litig.</i>	8-md-1919 (MJP)	W.D. Wash.
<i>In re Webloyalty.com, Inc. Mktg. &amp; Sales Practices Litig.</i>	06-11620-JLT	D. Mass.
<i>In re Wholesale Grocery Prod. Antitrust Litig.</i>	9-md-2090 (ADM) (TNL)	D. Minn.
<i>In re Williams Sec. Litig.</i>	02-CV-72-SPF (FHM)	N.D. Okla.
<i>In re Yahoo! Inc. Sec. Litig.</i>	17-cv-373	N.D. Cal.
<i>Jerome v. Elan 99, LLC</i>	2018-02263	Tx. Dist. Ct.
<i>Jet Capital Master Fund L.P. v. HRG Grp. Inc.</i>	21-cv-552-jdp	W.D. Wis.
<i>Jeter v. Bullseye Energy, Inc.</i>	12-cv-411 (TCK) (PJC)	N.D. Okla.
<i>Johnson v. Hyundai Capital Am.</i>	BC565263	Cal. Super. Ct.
<i>Johnson v. MGM Holdings, Inc.</i>	17-cv-00541	W.D. Wash.
<i>Johnston v. Camino Natural Res., LLC</i>	19-cv-02742-CMA-SKC	D. Colo.
<i>Jordan v. WP Co. LLC, d/b/a The Washington Post</i>	20-cv-05218	N.D. Cal.
<i>Kennedy v. McCarthy</i>	16-cv-2010-CSH	D. Conn.
<i>Kent v. R.L. Vallee, Inc.</i>	617-6-15	D. Vt.
<i>Kernen v. Casillas Operating LLC</i>	18-cv-00107-JD	W.D. Okla.
<i>Khona v. Subaru of Am., Inc.</i>	19-cv-09323-RMB-AMD	D.N.J.
<i>King v. Bumble Trading Inc.</i>	18-cv-06868-NC	N.D. Cal.
<i>Kissel v. Code 42 Software Inc.</i>	15-1936 (JLS) (KES)	C.D. Cal.
<i>Kokoszki v. Playboy Enter., Inc.</i>	19-cv-10302	E.D. Mich.
<i>Komesar v. City of Pasadena</i>	BC 677632	Cal. Super. Ct.
<i>Kommer v. Ford Motor Co.</i>	17-cv-00296-LEK-DJS	N.D.N.Y.
<i>Konecky v Allstate</i>	CV-17-10-M-DWM	D. Mont.
<i>Krueger v. Ameriprise Fin., Inc.</i>	11-cv-02781 (SRN/JSM)	D. Minn.
<i>Lambert v. Navy Fed. Credit Union</i>	19-cv-00103-LO-MSN	E.D. Va.
<i>Langan v. Johnson &amp; Johnson Consumer Co.</i>	13-cv-01471	D. Conn.
<i>Larson v. Allina Health Sys.</i>	17-cv-03835	D. Minn.
<i>Lee v. Hertz Corp., Dollar Thrifty Auto. Grp. Inc.</i>	CGC-15-547520	Cal. Super. Ct.

CASE NAME	CASE NUMBER	LOCATION
<i>Levy v. Dolgencorp, LLC</i>	20-cv-01037-TJC-MCR	M.D. Fla.
<i>Linderman v. City of Los Angeles</i>	BC650785	Cal. Super. Ct.
<i>Linkwell Corp. Sec. Litig.</i>	16-cv-62506	S.D. Fla.
<i>Linneman v. Vita-Mix Corp.</i>	15-cv-748	S.D. Ohio
<i>Lion Biotechnologies Sec. Litig.</i>	17-cv-02086-SI	N.D. Cal.
<i>Liotta v. Wolford Boutiques, LLC</i>	16-cv-4634	N.D. Ga.
<i>Lippert v. Baldwin</i>	10-cv-4603	N.D. Ill.
<i>Lloyd v. CVB Fin. Corp.</i>	10-cv-6256 (CAS)	C.D. Cal.
<i>Loblaw Card Program</i>	Remediation Program	
<i>Lord Abbett Affiliated Fund, Inc. v. Navient Corp.</i>	16-cv-112	D. Del.
<i>Mabrey v. Autovest</i>	CGC-18-566617	Cal. Super. Ct.
<i>Machado v. Endurance Int'l Grp. Holdings Inc.</i>	15-cv-11775-GAO	D. Mass.
<i>Macias v. Los Angeles County Dept. of Water and Power</i>	BC594049	Cal. Super. Ct.
<i>Malin v. Ambry Genetics Corp.</i>	30-2018-00994841-CU-SL-CXC	Cal. Super. Ct.
<i>Malone v. Western Digital Corp.</i>	20-cv-03584-NC	N.D. Cal.
<i>Marical v. Boeing Employees' Credit Union</i>	19-2-20417-6	Wash. Super. Ct.
<i>Martinelli v. Johnson &amp; Johnson</i>	15-cv-01733-MCE-DB	E.D. Cal.
<i>McClellan v. Chase Home Fin.</i>	12-cv-01331-JGB-JEM	C.D. Cal.
<i>McClintock v. Continuum Producer Serv., LLC</i>	17-cv-00259-JAG	E.D. Okla.
<i>McClintock v Enter.</i>	16-cv-00136-KEW	E.D. Okla.
<i>McGann v. Schnuck Markets Inc.</i>	1322-CC00800	Mo. Cir. Ct.
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<i>McKibben v. McMahon</i>	14-2171 (JGB) (SP)	C.D. Cal.
<i>McKnight Realty Co. v. Bravo Arkoma, LLC</i>	17-CIV-308 (KEW)	E.D. Okla.
<i>McNeill v. Citation Oil &amp; Gas Corp.</i>	17-CIV-121 (KEW)	E.D. Okla.
<i>McWilliams v. City of Long Beach</i>	BC361469	Cal. Super. Ct.
<i>Messner v. Cambridge Real Estate Servs., Inc.</i>	19CV28815	Or. Cir. Ct.
<i>Mild v. PPG Indus., Inc.</i>	18-cv-04231	C.D. Cal.
<i>Miller Revocable Trust v DCP Operating Co., LP</i>	18-cv-00199-JH	E.D. Okla.
<i>Miller v. Carrington Mortg. Serv., LLC</i>	19-cv-00016-JDL	D. Me.
<i>Miller v. Guenther Mgmt. LLC</i>	20-2-02604-32	Wash. Super. Ct.

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<i>Miller v. Mut. of Enumclaw Ins. Co.</i>	19-2-12357-1	Wash. Super. Ct.
<i>Milstead v. Robert Fiance Beauty Sch., Inc.</i>	CAM-L-328-16	N.J. Super. Ct.
<i>Moeller v. Advance Magazine Publishers, Inc.</i>	15-cv-05671 (NRB)	S.D.N.Y.
<i>Mojica v. Securus Techs., Inc.</i>	14-cv-5258	W.D. Ark.
<i>Molnar v. 1-800-Flowers Retail, Inc.</i>	BC 382828	Cal. Super. Ct.
<i>Monteleone v. Nutro Co.</i>	14-cv-00801-ES-JAD	D.N.J.
<i>Moodie v. Maxim HealthCare Servs.</i>	14-cv-03471-FMO-AS	C.D. Cal.
<i>Muir v. Early Warning Servs., LLC</i>	16-cv-00521	D.N.J.
<i>Murphy v. Precision Castparts Corp.</i>	16-cv-00521-sb	D. Or.
<i>Mylan Pharm., Inc. v. Warner Chilcott Pub. Ltd.</i>	12-3824	E.D. Pa.
<i>Nasseri v. Cytosport, Inc.</i>	BC439181	Cal. Super. Ct.
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<i>New Orleans Tax Assessor Project</i>	Tax Assessment Program	
<i>New York v. Steven Croman</i>	450545/2016	N.Y. Super. Ct.
<i>NMPA Late Fee Program Grps. I-IVA</i>	Remediation Program	CRB
<i>Noble v. Northland</i>	UWY-CV-16-6033559-S	Conn. Super. Ct.
<i>Novoa v. The GEO Grp., Inc.</i>	17-cv-02514-JGB-SHK	C.D. Cal.
<i>Nozzi v. Housing Auth. of the City of Los Angeles</i>	CV 07-0380 PA (FFMx)	C.D. Cal.
<i>Nwabueza v. AT&amp;T</i>	C 09-01529 SI	N.D. Cal.
<i>Nwauzor v. GEO Grp., Inc.</i>	17-cv-05769	W.D. Wash.
<i>O'Donnell v. Fin. Am. Life Ins. Co.</i>	14-cv-01071	S.D. Ohio
<i>Ollila v. Babcock &amp; Wilcox Enter., Inc.</i>	17-cv-00109	W.D.N.C.
<i>Ostendorf v. Grange Indem. Ins. Co.</i>	19-cv-01147-ALM-KAJ	S.D. Ohio
<i>Paetzold v. Metro. Dist. Comm'n</i>	X07-HHD-CV-18-6090558-S	Conn. Super. Ct.
<i>Paggos v. Resonant, Inc.</i>	15-cv-01970-SJO	C.D. Cal.
<i>Palazzolo v. Fiat Chrysler Auto. NV</i>	16-cv-12803	E.D. Mich.
<i>Palmer v City of Anaheim</i>	30-2017-00938646	Cal. Super. Ct.
<i>Parker v. Time Warner Entm't Co.</i>	239 F.R.D. 318	E.D.N.Y.
<i>Parker v. Universal Pictures</i>	16-cv-1193-CEM-DCI	M.D. Fla.
<i>Parmelee v. Santander Consumer USA Holdings Inc.</i>	16-cv-783-K	N.D. Tex.
<i>Patrick v. Volkswagen Grp. of Am., Inc.</i>	19-cv-01908-MCS-ADS	C.D. Cal.
<i>Pauper Petroleum, LLC v. Kaiser-Francis Oil Co.</i>	19-cv-00514-JFH-JFJ	N.D. Okla.



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<i>Pearlstein v. BlackBerry Ltd.</i>	13-cv-7060	S.D.N.Y.
<i>Pemberton v. Nationstar Mortg. LLC</i>	14-cv-1024-BAS (MSB)	S.D. Cal.
<i>Pena v. Wells Fargo Bank</i>	19-cv-04065-MMC-TSH	N.D. Cal.
<i>Perez v. DIRECTV</i>	16-cv-01440-JLS-DFM	C.D. Cal.
<i>Perez v. Wells Fargo Co.</i>	17-cv-00454-MMC	N.D. Cal.
<i>Perrigo Sec. Litig.</i>	16-CV-2805-MCA-LDW	D.N.J.
<i>Peterson v. Apria Healthcare Grp., Inc.</i>	19-cv-00856	M.D. Fla.
<i>Petersen v. Costco Wholesale Co.</i>	13-cv-01292-DOC-JCG	C.D. Cal.
<i>Phillips v. Hobby Lobby Stores, Inc.</i>	18-cv-01645-JHE; 16-cv-837-JHE	N.D. Ala.
<i>Pierce v Anthem Ins. Cos.</i>	15-cv-00562-TWP-TAB	S. D. Ind.
<i>Pine Manor Investors v. FPI Mgmt., Inc.</i>	34-2018-00237315	Cal. Super. Ct.
<i>Pinon v. Mercedes-Benz USA, LLC and Daimler AG</i>	18-cv-3984	N.D. Ga.
<i>Plymouth Cnty. Ret. Sys. v. GTT Commc'n, Inc.</i>	19-cv-00982-CMH-MSN	E.D. Va.
<i>Podawiltz v. Swisher Int'l, Inc.</i>	16CV27621	Or. Cir. Ct.
<i>Prause v. TechnipFMC PLC</i>	7-cv-2368	S.D. Tex.
<i>Press v. J. Crew Grp., Inc.</i>	56-2018-512503 (CU) (BT) (VTA)	Cal. Super. Ct.
<i>Purcell v. United Propane Gas, Inc.</i>	14-CI-729	Ky. 2nd Cir.
<i>Quezada v. Arbitersports, LLC</i>	20-cv-05193-TJS	E.D. Pa.
<i>Raider v. Archon Corp.</i>	A-15-712113-B	D. Nev.
<i>Ramos v. Hopele of Fort Lauderdale, LLC</i>	17-cv-62100	S.D. Fla.
<i>Rayburn v. Santander Consumer USA, Inc.</i>	18-cv-1534	S.D. Ohio
<i>RCC, P.S. v. Unigard Ins. Co.</i>	19-2-17085-9	Wash. Super. Ct.
<i>Reirdon v. Cimarex Energy Co.</i>	16-CIV-113 (KEW)	E.D. Okla.
<i>Reirdon v. XTO Energy Inc.</i>	16-cv-00087-KEW	E.D. Okla.
<i>Rhea v. Apache Corp.</i>	14-cv-00433-JH	E.D. Okla.
<i>Rice v. Insync</i>	30-2014-00701147-CU-NP-CJC	Cal. Super. Ct.
<i>Rice-Redding v. Nationwide Mut. Ins. Co.</i>	18-cv-01203	N.D. Ga.
<i>Rich v. EOS Fitness Brands, LLC</i>	RIC1508918	Cal. Super. Ct.
<i>Rick Nelson Co. v. Sony Music Ent.</i>	18-cv-08791	S.D.N.Y.
<i>Rocchio v. Rutgers, The State Univ. of New Jersey</i>	MID-L-003039-20	N.J. Super. Ct.
<i>Rollo v. Universal Prop. &amp; Cas. Ins.</i>	2018-027720-CA-01	Fla. Cir. Ct.

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<i>Rosado v. Barry Univ., Inc.</i>	20-cv-21813	S.D. Fla.
<i>Rose v Array Biopharma Inc.</i>	17cv2789	D. Colo.
<i>Roth v. GEICO Gen. Ins. Co. and Joffe v. GEICO Indem. Co.</i>	16-cv-62942	S.D. Fla.
<i>Routh v. SEIU Healthcare 775NW</i>	14-cv-00200	W.D. Wash.
<i>Ruppel v. Consumers Union of United States, Inc.</i>	16-cv-2444 (KMK)	S.D.N.Y.
<i>Russett v. Nw. Mut. Life Ins. Co.,</i>	19-cv-07414-KMK	S.D.N.Y.
<i>Saccoccio v. JP Morgan Chase</i>	13-cv-21107	S.D. Fla.
<i>Salgado v. UPMC Jameson</i>	30008-18	C.P. Pa.
<i>San Antonio Fire &amp; Police Pension Fund v. Dole Food Co.</i>	15-cv-1140 (LPS)	E.D. Del.
<i>Sanchez v. Centene Corp.</i>	17-cv-00806-AGF	E.D. Mo.
<i>Sanders v. Glob. Research Acquisition, LLC</i>	18-cv-00555	M.D. Fla.
<i>Sandoval v. Merlex Stucco Inc.</i>	BC619322	Cal. Super. Ct.
<i>Santa Barbara Channelkeeper v. State Water Res. Control Bd.</i>	37-2020-00005776	Cal. Super. Ct.
<i>Schlesinger v. Ticketmaster</i>	BC304565	Cal. Super. Ct.
<i>Schulte v. Liberty Ins. Corp.</i>	19-cv-00026	S.D. Ohio
<i>Schwartz v. Intimacy in New York, LLC</i>	13-cv-5735 (PGG)	S.D.N.Y.
<i>Schwartz v. Opus Bank</i>	16-cv-7991 (AB) (JPR)	C.D. Cal.
<i>SEB Inv. Mgmt. AB v. Endo Int'l PLC</i>	17-cv-3711-TJS	E.D. Pa.
<i>SEC v. Brian Lines, Fair Fund</i>	07-cv-11387 (DLC)	S.D.N.Y.
<i>SEC v. Henry Ford and Fallcatcher, Inc.</i>	19-cv-02214-PD	E.D. Pa.
<i>Seegert v. P.F. Chang's China Bistro</i>	37-2017-00016131-CU-MC-CTL	Cal. Super. Ct.
<i>Shah v Zimmer Biomet Holdings, Inc.</i>	16-cv-00815-PPS-MGG	N.D. Ind.
<i>Sidibe v. Sutter Health</i>	12-cv-4854-LB	N.D. Cal.
<i>Smith v. Pulte Home Corp.</i>	30-2015-00808112-CU-CD-CXC	Cal. Super. Ct.
<i>Snap Derivative Settlement</i>	18STCV09365; BC720152; 19STCV08413	Cal. Super. Ct.
<i>Soderstrom v. MSP Crossroads Apartments LLC</i>	16-cv-233 (ADM) (KMM)	D. Minn.
<i>Solberg v. Victim Serv., Inc.</i>	14-cv-05266-VC	N.D. Cal.
<i>Sonner v. Schwabe N. Am., Inc.</i>	15-cv-01358 VAP (SPx)	C.D. Cal.
<i>Speed v. JMA Energy Co., LLC</i>	CJ-2016-59	Okla. Dist. Ct.

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<i>Staats v. City of Palo Alto</i>	2015-1-CV-284956	Cal. Super. Ct.
<i>Stanley v. Capri Training Ctr.</i>	ESX-L-1182-16	N.J. Super. Ct.
<i>Steele v. PayPal, Inc.</i>	05-CV-01720 (ILG) (VVP)	E.D.N.Y.
<i>Stein v. Eagle Bancorp, Inc.</i>	19-cv-06873-LGS	S.D.N.Y.
<i>Steinberg v. Opko Health, Inc.</i>	18-cv-23786-JEM	S.D. Fla.
<i>Stewart v. Early Warning Serv., LLC</i>	18-cv-3277	D.N.J.
<i>Stier v. PEMCO Mut. Ins. Co.</i>	18-2-08153-5	Wash. Super. Ct.
<i>Stillman v. Clermont York Assocs. LLC</i>	603557/09E	N.Y. Super. Ct.
<i>Strickland v. Carrington Mortg. Servs., LLC</i>	16-cv-25237	S.D. Fla.
<i>Strougo v. Lannett Co.</i>	18-cv-3635	E.D. Pa.
<i>Stuart v. State Farm Fire &amp; Cas. Co.</i>	14-cv-04001	W.D. Ark.
<i>Sudunagunta v. NantKwest, Inc.</i>	16-cv-01947-MWF-JEM	C.D. Cal.
<i>Sullivan v Wenner Media LLC</i>	16-cv-00960-JTN-ESC	W.D. Mich.
<i>Swafford v. Ovintiv Exploration Inc.</i>	21-cv-00210-SPS	E.D. Okla.
<i>Swetz v. GSK Consumer Health, Inc.</i>	20-cv-04731	S.D.N.Y.
<i>Swinton v. SquareTrade, Inc.</i>	18-CV-00144-SMR-SBJ	S.D. Iowa
<i>Terrell v. Costco Wholesale Corp.</i>	16-2-19140-1-SEA	Wash. Super. Ct.
<i>Tile Shop Stockholders Litig.</i>	2019-0892-SG	Del. Ch.
<i>Timberlake v. Fusione, Inc.</i>	BC 616783	Cal. Super. Ct.
<i>Tkachyk v. Traveler's Ins.</i>	16-28-m (DLC)	D. Mont.
<i>T-Mobile Remediation Program</i>	Remediation Program	
<i>Townes, IV v. Trans Union, LLC</i>	04-1488-JJF	D. Del.
<i>Townsend v. G2 Secure Staff</i>	18STCV04429	Cal. Super. Ct.
<i>Trepte v. Bionaire, Inc.</i>	BC540110	Cal. Super. Ct.
<i>Tyus v. Gen. Info. Sols. LLC</i>	2017CP3201389	S.C. C.P.
<i>Udeen v. Subaru of Am., Inc.</i>	10-md-196 (JZ)	D.N.J.
<i>United States v. City of Austin</i>	14-cv-00533-LY	W.D. Tex.
<i>United States v. City of Chicago</i>	16-c-1969	N.D. Ill.
<i>United States v. Greyhound Lines, Inc.</i>	16-67-RGA	D. Del.
<i>USC Student Health Ctr. Settlement</i>	18-cv-04258-SVW	C.D. Cal.
<i>Van Jacobs v. New World Van Lines, Inc.</i>	2019CH02619	Ill. Cir. Ct.
<i>Vasquez v. Libre by Nexus, Inc.</i>	17-cv-00755-CW	N.D. Cal.

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<i>Vassalle v. Midland Funding LLC</i>	11-cv-00096	N.D. Ohio
<i>Viesse v. Saar's Inc.</i>	17-2-7783-6 (SEA)	Wash. Super. Ct.
<i>Wahl v. Yahoo! Inc.</i>	17-cv-2745 (BLF)	N.D. Cal.
<i>Watson v. Checkr, Inc.</i>	19-CV-03396-EMC	N.D. Cal.
<i>Weimar v. Geico Advantage Ins. Co.</i>	19-cv-2698-JTF-tmp	W.D. Tenn.
<i>WellCare Sec. Litig.</i>	07-cv-01940-VMC-EAJ	M.D. Fla.
<i>White Family Minerals, LLC v. EOG Res., Inc.</i>	19-cv-409-KEW	E.D. Okla.
<i>Williams v. Children's Mercy Hosp.</i>	1816-CV 17350	Mo. Cir. Ct.
<i>Williams v. Weyerhaeuser Co.</i>	995787	Cal. Super. Ct.
<i>Wills v. Starbucks Corp.</i>	17-cv-03654	N.D. Ga.
<i>Wilner v. Leopold &amp; Assoc,</i>	15-cv-09374-PED	S.D.N.Y.
<i>Wilson v. LSB Indus., Inc</i>	15-cv-07614-RA-GWG	S.D.N.Y.
<i>Wornicki v. Brokerpriceopinion.com, Inc.</i>	13-cv-03258 (PAB) (KMT)	D. Colo.
<i>Wright v. Lyft, Inc.</i>	14-cv-00421-BJR	W.D. Wash.
<i>Wright v. Southern New Hampshire Univ.</i>	20-cv-00609	D.N.H.
<i>Yamagata v. Reckitt Benckiser, LLC</i>	17-cv-03529-CV	N.D. Cal.
<i>Yates v. Checkers</i>	17-cv-09219	N.D. Ill.
<i>Yeske v. Macoupin Energy</i>	2017-L-24	Ill. Cir. Ct.

**- EXHIBIT B -**

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA  
*Andrews et al. v. Plains All American Pipeline, L.P. et al.*, No. 2:15-cv-04113 (PSG:JEM)

**If you are a Commercial Fisher or Fish Processor that was in operation as of May 19, 2015, and fished or purchased fish from certain southern California fishing blocks, you may be entitled to a payment from a class action settlement.**

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

*Para una notificación en español, visite: [www.PlainsOilSpill.com](http://www.PlainsOilSpill.com)  
(Vietnamese)  
(Mandarin)*

- A Settlement has been reached in a class action lawsuit involving a coastal oil spill in 2015, near Santa Barbara.
- Plaintiffs claim that Plains All American Pipeline L.P. and Plains Pipeline L.P. (“Defendants”) caused an underground pipeline to rupture, resulting in an oil spill along the coast in Santa Barbara County on May 19, 2015. Plaintiffs also claim that the oil spill caused damage to the fishing industry and caused residents of coastal homes to lose the use and enjoyment of their homes.
- A Fisher Class was previously certified by this Court. This Notice provides information regarding the \$184 million Fisher Class Settlement. The Settlement is also on behalf of certain property owners and lessees (“the Property Class Settlement”). The Fisher and Property Class Settlement, if approved by the Court, will resolve all remaining claims in the class action litigation pending in the United States District Court for the Central District of California.
- You are a Fisher Class Member if you are a person or business who owned or worked on a vessel that was in operation as of May 19, 2015 and that: (1) landed any commercial seafood in California Department of Fish & Wildlife (“CDFW”) fishing blocks 654, 655, or 656; or (2) landed any commercial seafood, except groundfish or highly migratory species (as defined by the CDFW and the Pacific Fishery Management Council), in CDFW fishing blocks 651-656, 664-670, 678-686, 701-707, 718-726, 739-746, 760-765, or 806-809; from May 19, 2010 to May 19, 2015, inclusive; or if you are a person or business in operation as of May 19, 2015 who purchased such commercial seafood directly from the Commercial Fishers and re-sold it at the retail or wholesale level. You can find out if you are a Fisher Class Member by going to [www.PlainsOilSpill.com](http://www.PlainsOilSpill.com).
- You are no longer a Fisher Class Member if you previously excluded yourself from the Fisher Class during the initial notice period, or entered a separate settlement with Defendants for which you signed a full release.

QUESTIONS? PLEASE CALL [\[insert call number\]](#)  
OR VISIT [www.PlainsOilSpill.com](http://www.PlainsOilSpill.com)

**PLEASE READ THIS NOTICE CAREFULLY. THE SETTLEMENT WILL AFFECT YOUR RIGHTS IF YOU ARE A MEMBER OF THE FISHER CLASS.**

<b>YOUR LEGAL RIGHTS AND OPTIONS</b>		
<b>FILE A CLAIM</b>	<ul style="list-style-type: none"> <li>• Receive a payment from the Settlement</li> <li>• Be bound by the Settlement</li> </ul>	Submit online or postmarked by <b>Month x, 2022</b>
<b>OBJECT</b>	<ul style="list-style-type: none"> <li>• Tell the Court what you do not like about the Settlement</li> <li>• You and any lawyer(s) representing, advising, or in any way assisting you in connection with your objection <u>must appear and speak</u> at the Final Approval Hearing</li> <li>• You will still be bound by the Settlement, and you may still file a Claim</li> </ul>	Served/Filed no later than <b>Month x, 2022</b>
<b>DO NOTHING</b>	<ul style="list-style-type: none"> <li>• Receive no payment from the Settlement</li> <li>• Be bound by the Settlement</li> </ul>	

- 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 all qualifying Class Members who timely submit a Claim Form, only if the Court approves the Settlement and after potential appeals are resolved.

QUESTIONS? PLEASE CALL [insert call number]  
OR VISIT [www.PlainsOilSpill.com](http://www.PlainsOilSpill.com)

**WHAT THIS NOTICE CONTAINS**

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- 2. What is this case about?
- 3. Why is there a Settlement?

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**THE SETTLEMENT BENEFITS..... PAGE 6**

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- 7. What are the reasons for the Settlement?

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- 9. How can I get a payment?
- 10. Am I definitely going to get money from this Settlement?

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- 14. What are my rights and obligations under the Settlement?
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**FINAL APPROVAL HEARING ..... PAGE 12**

- 16. May I attend the Final Approval Hearing?
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- 18. How can I get more information?

QUESTIONS? PLEASE CALL [insert call number]  
OR VISIT [www.PlainsOilSpill.com](http://www.PlainsOilSpill.com)



## BASIC INFORMATION

### 1. Why was this Notice issued?

A Federal Court authorized this Notice because you have a right to know about this proposed Settlement and about all of your options, before the Court decides whether to give final approval to the Settlement. This Notice explains the lawsuit, the proposed Fisher Class Settlement Amount of \$184,000,000, 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 Fisher Class (as defined above) and Defendants.

The Honorable Chief Judge Philip S. Gutierrez of the United States District Court for the Central District of California is overseeing this case. The case is called *Andrews et al. v. Plains All American Pipeline, L.P. et al.*, Case No. 2:15-cv-04113. The persons who have filed the class action suit and were appointed by the Court as Fisher Class Representatives are Keith Andrews, Tiffani Andrews, Morgan Castagnola, Mike Gandall, Hwa Hong Muh, Ocean Angel IV LLC, Pacific Rim Fisheries, Inc., Sarah Rathbone, Community Seafood LLC, Santa Barbara Uni, Inc., Southern Cal Seafood, Inc., and Wei International Trading, Inc. (The Court appointed additional Class Representatives to represent the Property Class.) As explained above, the Defendants in the lawsuit are Plains All American Pipeline, L.P. and Plains Pipeline, L.P. (“Plains”).

### 2. What is this case about?

On May 19, 2015, an underground pipeline known as Line 901 ruptured, resulting in a discharge of crude oil along the coast near Refugio State Beach in Santa Barbara County. As a result, the CDFW closed a 138-square-mile zone from Canada de Alegria by Gaviota State Beach to Coal Oil Point in Isla Vista to fishing for 41 days. Plaintiffs allege the spill also caused long-term harm to commercial fishing in the affected class blocks.

Plaintiffs allege that the oil spill caused reduced catch for certain species of seafood and an impact on all fishing in the affected class blocks after the spill resulting in commercial fishers and fish processors suffering significant financial losses. See Question X below. The lawsuit is not about personal injuries or other claims, such as damage to fishing equipment or other types of business losses. Plains denies any claims of wrongdoing and disputes Plaintiffs’ claims.

Plaintiffs filed this case in 2015, and this case has been actively litigated since then. Trial was set to begin on June 2, 2022.

### 3. Why is there a Settlement?

The Court has not decided whether Plaintiffs or Defendants should win this litigation. Plaintiffs and Defendants do not agree on whether Plaintiffs would have prevailed on any of their claims against Plains at trial. They also do not agree on the amount of damages, if any, that would be recoverable if the Class prevailed on the claims alleged at trial. Instead, both sides agreed to the Settlement. That way, they avoid the uncertainties and expenses associated with continuing the litigation, and Class Members will get compensation sooner rather than later, if at all. Here, the \$184 million Fisher Class Settlement represents nearly 100 percent of the claimed damages through 2017 and more than one-third of the total amount of claimed compensatory damages once the damages period was extended to 2020. Counsel appointed by the Court to represent the Fisher Class believe that this is an

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OR VISIT [www.PlainsOilSpill.com](http://www.PlainsOilSpill.com)

exceptionally strong Settlement given the claims and defenses at issue in this long-fought litigation. For more information, please see Question X, below.

**WHO'S INCLUDED IN THE SETTLEMENT?**

**4. How do I know if I am in the Class?**

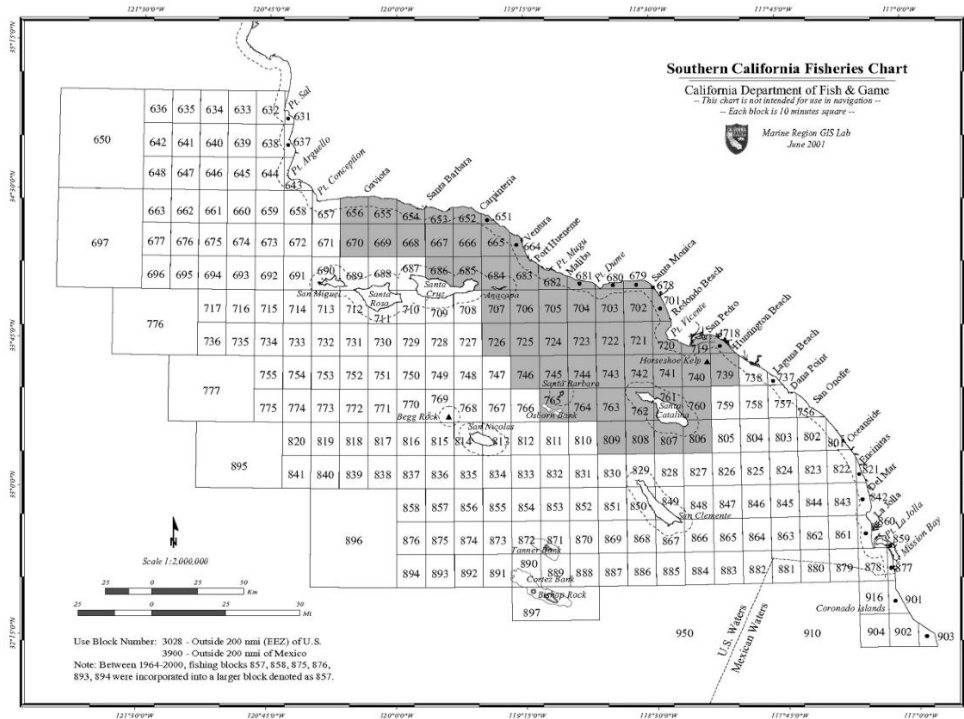
The Court has decided that everyone who fits either of the following descriptions is a member of the Fisher Class:

- **Commercial Fishers:** All persons and businesses who owned or worked on a vessel that was in operation as of May 19, 2015 and that: (1) landed any commercial seafood in California Department of Fish & Wildlife (“CDFW”) fishing blocks 654, 655, or 656; or (2) landed any commercial seafood, except groundfish or highly migratory species (as defined by the CDFW and the Pacific Fishery Management Council), in CDFW fishing blocks 651-656, 664-670, 678-686, 701-707, 718-726, 739-746, 760-765, or 806-809; from May 19, 2010 to May 19, 2015, inclusive; and
- **Fish Processors:** All persons and businesses in operation as of May 19, 2015 who purchased such commercial seafood directly from the Commercial Fishers and re-sold it at the retail or wholesale level.

You can find out if you are a Fisher Class Member by going to [www.PlainsOilSpill.com](http://www.PlainsOilSpill.com).

The fishing blocks included in the Fisher Class are highlighted in this diagram below:

**Map of Fishing Blocks: Amended Definition**



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As described in the Settlement Agreement, those excluded from the Fisher Class are Defendants, any entity or division in which 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 members of the judge's immediate family; and businesses that contract directly with Plains for use of the Pipeline.

In addition, you are no longer a Fisher Class Member if you previously excluded yourself from the Fisher Class during the initial notice period, or entered a separate settlement with Plains for which you signed a full release.

The proposed Settlement, if approved by the Court, will settle all claims of the Fisher Class against Plains.

**PLEASE NOTE:** Receipt of this Notice does not mean that you are a Class Member or that you will be entitled to receive a payment from the Settlement. **If you are a Class Member and you wish to participate in the distribution of proceeds from the Settlement, you are required to submit a Claim Form** available at [www.PlainsOilSpill.com](http://www.PlainsOilSpill.com), or by calling the toll-free number [insert call number] to request that a hard copy Claim Form be mailed to you. Your Claim Form and, if necessary, any required supporting documentation as set forth therein must be postmarked (if mailed) or submitted online on or before **XXX, 2022**. See Question X for more information.

#### THE SETTLEMENT BENEFITS

##### 5. What does the Settlement provide?

The Fisher Class Settlement, if approved, will result in the creation of a cash settlement fund of \$184,000,000 (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 less (a) any Taxes and Tax Expenses; (b) any Notice and Administration Expenses; and (c) any attorneys' fees and costs and any service awards to Class Representatives in connection with their representation of the Class, awarded by the Court (the "Net Settlement Fund"), will be distributed to eligible Class Members pursuant to a proposed plan of distribution ("Plan of Distribution") that is described in the next section of this Notice.

If you are entitled to relief under the Fisher Class Settlement, the Settlement Administrator will determine the portion of the Net Settlement Fund payable to you pursuant to the Court-approved Plan of Distribution.

A more detailed description of the Fisher Class Settlement can be found in the Settlement Agreement at [www.PlainsOilSpill.com](http://www.PlainsOilSpill.com).

##### 6. How will the lawyers be paid?

Class Counsel (see Question X below) will apply to the Court for an award of attorneys' fees in an amount not to exceed 33% of the total amount of the Fisher Class Settlement, (or \$60,720,000), plus their litigation expenses (not to exceed \$5.2 million from the Fisher Settlement), and interest earned on these amounts, at the same rate as earned by the Fisher Class Common Fund. (Class Counsel's fee and litigation expenses application will also include a request for an equivalent percentage from the Property Class Settlement, plus additional litigation expenses.) Since the first case was filed in June 2015, Class Counsel have expended considerable time and effort prosecuting this case, including

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preparing for trial, retaining and working with specialized experts on a variety of issues, including the pipeline's integrity, how much oil spilled, where the oil traveled, how the spill reduced fish catch, the impact of oil spills on fisheries and ecosystems, and how much damage the spill caused. These specialized experts included scientists, engineers, an economist, and a marine biologist. Class Counsel have advanced all of the expenses incurred during the litigation of this case, with the expectation that they would be reimbursed if they succeeded in obtaining a recovery for the Class. Class Counsel will also ask the Court to award up to \$15,000 to each Class Representative as a service award, in recognition of their considerable time and effort spent on behalf of the Class in achieving this Settlement. Each Class Representative assisted Class Counsel with building the factual record and case strategy, cooperated with discovery, including the production of records, submitted to depositions and travel to the district in which the lawsuit was filed.

The Court may award less than the amount requested by Class Counsel. Under the Settlement Agreement, any amount awarded to Class Counsel or Class Representatives will be paid out of the Fisher Class Common Fund.

Class Counsel will file their motion for attorneys' fees and expenses no later than [insert date] and a copy of the motion will also be available at [www.PlainsOilSpill.com](http://www.PlainsOilSpill.com).

#### **7. What are the reasons for the Settlement?**

The Settlement was reached after years of contested litigation, including at the motion to dismiss, class certification, and summary judgment stages. The Parties also completed fact and expert discovery and were preparing for trial to commence on June 2, 2022. Nevertheless, a jury has not rendered any verdict in connection with Plaintiffs' claims against Plains. Instead, Plaintiffs and Plains have agreed to this Settlement to avoid the cost, delay, and uncertainty of further litigation.

As in any litigation, Plaintiffs and the Class would face an uncertain outcome if they did not agree to a Settlement. If Plaintiffs succeeded at trial, Plains would likely file appeals that would postpone final resolution of the case for years. Continuation of the litigation against Plains could result in a judgment greater than this Settlement. Conversely, continuing the case could result in no recovery at all or a recovery that is less than the amount of the Settlement.

Plaintiffs' principal reason for entering into the Settlement with Plains is the substantial benefit to the Class now, without further risk or the delays inherent in continued litigation. The \$184 million Fisher Class Settlement Amount must be considered against the significant risk that a smaller recovery—or, indeed, no recovery at all—might be achieved after trial, and likely appeals, a process that could last several years into the future. The Settlement provides a substantial award for Class Members, without protracted delay.

Plaintiffs and Class Counsel believe that this Settlement is fair and reasonable to the Class for several reasons. First, Plaintiffs and Class Counsel believe that \$184 million is a significant recovery. Second, if the Settlement becomes final, the Class will receive a certain and prompt monetary recovery. Third, Class Counsel believe that the significant and immediate benefits of the Settlement, when weighed against the significant risk, delay, and uncertainty of continued litigation, are a very favorable result for the Class.

Plains has denied and continues to deny the claims alleged by Plaintiffs. Plains admits that oil leaked from Line 901, and that some of that oil reached the Pacific Ocean, but disputes the amount of oiling and the amount of damage that the oiling caused. For Plains, the principal reason for the Settlement

QUESTIONS? PLEASE CALL [insert call number]  
OR VISIT [www.PlainsOilSpill.com](http://www.PlainsOilSpill.com)

is to eliminate the burden, expense, uncertainty and risks inherent in any litigation, especially in complex cases such as this. Plains has determined that it is desirable and beneficial that the lawsuit be settled in the manner and upon the terms and conditions set forth in the Settlement Agreement.

**THE COURT HAS NOT RULED AS TO WHETHER PLAINS PIPELINE IS LIABLE TO PLAINTIFFS OR TO THE CLASS. 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 OF THIS LAWSUIT AS TO PLAINS PIPELINE AND YOUR RIGHTS IN CONNECTION WITH THAT SETTLEMENT.**

#### HOW TO GET BENEFITS

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

Class Counsel will submit the proposed Plan of Distribution to the Court **xx** days before Final Approval and post it at [www.PlainsOilSpill.com](http://www.PlainsOilSpill.com).

The Plan of Distribution is based upon the pro rata share and value of catch attributable to each vessel and each fishing license, based on landing records obtained from the CDFW. The Fisher Class Net Settlement Fund will be distributed among the Fisher Class Members proportionately, based on these landing records. The Plan also provides for the distribution of the Net Settlement Fund to fish processor Class Members based on the proportional share and value of fish purchased by each processor, based upon CDFW landing records.

If the Settlement is approved by the Court, the Net Settlement Fund will be distributed to eligible Class Members who timely submit valid Claim Forms, in accordance with a Court-approved Plan of Distribution. Class Members who do not timely submit valid Claim Forms will not share in the Net Settlement Fund, but will otherwise be bound by the Settlement. The Court may approve the proposed Plan of Distribution, or modify it, without additional notice to the Class. The Plan of Distribution will be made available at [www.PlainsOilSpill.com](http://www.PlainsOilSpill.com), and any order modifying the Plan of Distribution will be posted on that website. The Plan of Distribution is intended to compensate Fisher Class Members who lost income as a result of the 2015 Line 901 oil spill.

The Settlement Administrator will determine your qualifications to receive money from the Fisher Class Settlement and will also determine the amount of any distribution you will receive from the Settlement based upon your Claim Form and other available information, including data available from CDFW. Distributions will be made to Fisher Class Members after all claims have been processed, after the Court has finally approved the Settlement, and after any appeals are resolved.

If you are dissatisfied with the distribution determinations, you may ask the Court, which retains jurisdiction over all Fisher Class Members and the claims administration process, to decide the issue by submitting a written request. The Court has reserved jurisdiction to allow, disallow, or adjust the claim of any Class Member on equitable grounds.

##### **10. How can I get a payment?**

In order to get a payment from the Settlement, Class Members must timely complete and return a Claim Form. Claim Forms are available at [www.PlainsOilSpill.com](http://www.PlainsOilSpill.com), or by calling the toll-free number

QUESTIONS? PLEASE CALL **[insert call number]**  
OR VISIT [www.PlainsOilSpill.com](http://www.PlainsOilSpill.com)

[insert call number] to request that a hard copy Claim Form be mailed to you by the Settlement Administrator. Read the instructions carefully; fill out the Claim Form; sign it; and mail or submit it online so that it is postmarked (if mailed) to the address below or received (if submitted online) no later than **XXX Date, 2022**. You do not need to contact Class Counsel.

*Plains Oil Spill Settlement*  
c/o Settlement Administrator  
**Mailing Address**  
**City, State, Zip**  
**Email: [insert]**  
www.PlainsOilSpill.com  
Telephone: **[insert call number]**

If you do not submit a timely Claim Form with all of the required information, you will not receive a payment, but you will still be bound in all other respects by the Settlement, the Judgment, and the release contained in them.

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

No. There will be no payments if the Settlement Agreement is not approved by the trial court and the appellate court, if it is appealed. If the Settlement Agreement is not approved, the lawsuit will proceed against Plains as if the Settlement Agreement had not been entered. If the Settlement is approved, you might not get money because you might not be a Class Member.

**THE LAWYERS REPRESENTING YOU**

**12. Do I have a lawyer in the Litigation?**

The Court has appointed Lief Cabraser Heimann Bernstein LLP, Keller Rohrback L.L.P., Cappello & Noël LLP, and Audet & Partners, LLP (“Class Counsel”) to be the attorneys representing the Fisher Class and Property Class. Class Counsel believe, after conducting an extensive investigation, that the Settlement Agreement is fair, reasonable, and in the best interests of the Class. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this Litigation, you may hire one at your own expense. If you wish to contact your Court-appointed lawyers, their contact information is below.

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

Juli E. Farris  
KELLER ROHRBACK L.L.P.  
801 Garden Street  
Santa Barbara, CA 93101  
(805) 456-1497

A. Barry Cappello  
CAPPELLO & NOËL LLP  
831 State Street  
Santa Barbara, CA 93101  
(805) 564-2444

William M. Audet  
AUDET & PARTNERS, LLP.  
711 Van Ness Ave, Suite 500  
San Francisco, CA 94102  
(415) 568-2555

QUESTIONS? PLEASE CALL **[insert call number]**  
OR VISIT [www.PlainsOilSpill.com](http://www.PlainsOilSpill.com)

## EXCLUSIONS

### 13. Can I exclude myself from this Settlement?

No. If you are a Class Member because you satisfy the Fisher Class definition and you did not previously opt out of the Class, or enter a separate settlement with Plains for which you signed a full release, you are a member of the Class and you will be bound by the release of claims as part of the Settlement. The Fisher Class was first certified on February 28, 2017, and later amended on November 22, 2019 to conform to finalized evidence, and you previously had an opportunity exclude yourself. If you did not exclude yourself then, you may not exclude yourself now.

## OBJECTING TO THE SETTLEMENT

### 14. How do I object to the Settlement?

If you are a Class Member, you can object to the Settlement 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 your letter or brief with the Clerk of the Court, at United States District Court for the Central District of California, First Street Courthouse, 350 West 1<sup>st</sup> Street, Los Angeles, California 90012-4565, stating that you object to the Settlement in *Andrews et al. v. Plains All American Pipeline, L.P. et al.*, No. 15-4113 (PSG) and identify all your reasons for your objections. You should include citations and supporting evidence and attach any materials that you rely on for your objections.

If you have a lawyer, they must file an appearance and submit your objection through the Court's e-filing system. Your letter or brief must also include:

- (1) Your name, current address, and telephone number;
- (2) Proof of class membership including documents such as fish landing records;
- (3) A statement indicating whether the objection is to the proposed Settlement, the Plan of Distribution, the application for attorneys' fees and expenses, and/or the Class Representative service award;
- (4) A statement of the factual and legal reasons for your objection and whether it applies only to you, to a subset of the Fisher Class, or to the entire Fisher Class;
- (5) Identify all class action settlements by name, date, and court to which you have previously objected;
- (6) The name and contact information of any and all lawyers representing, advising, or in any way assisting you in connection with your objection;
- (7) Copies of all documents that you wish to submit in support of your position; and
- (8) Your signature.

You must also file your objection with the Court and mail or deliver a copy of your letter or brief to Class Counsel and Plains' Counsel listed below by certified mail postmarked no later than **[objection deadline]**. Finally, for an objection to be valid, you and any lawyer(s) representing, advising, or in any way assisting you in connection with your objection must appear and speak at the Final Approval Hearing. If you hire an attorney (at your own expense) to represent you for purposes of objecting, your attorney must serve a notice of appearance on counsel listed below and file it with the Court (at the address set out above) by no later than **XXX Date, 2022**.

QUESTIONS? PLEASE CALL **[insert call number]**  
OR VISIT [www.PlainsOilSpill.com](http://www.PlainsOilSpill.com)

**Class Counsel**

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

Juli E. Farris  
KELLER ROHRBACK L.L.P.  
801 Garden Street  
Santa Barbara, CA 93101  
(805) 456-1497

**Counsel for Defendants**

Henry Weissmann  
MUNGER TOLLES & OLSON LLP  
350 S. Grand Avenue, 50<sup>th</sup> Floor, Los  
Angeles, CA 90071  
(213) 683-9150

Any Class Member who does not make their objection in the manner provided above will be deemed to have waived such objection and will forever be foreclosed from making any objection to the fairness or adequacy of the proposed Settlement as set forth in the Settlement Agreement, to the Plan of Distribution, or to the award of fees and expenses to Class Counsel or any service awards to Plaintiffs, unless otherwise ordered by the Court.

Class Members do not need to appear at the Final Approval Hearing or take any other action to indicate their approval.

**OBLIGATIONS AND RELEASED CLAIMS**

**15. What are my rights and obligations under the Settlement?**

If you are a Fisher Class Member and did not exclude yourself from the Fisher Class during the initial notice period, you may receive the benefit of the Settlement by submitting a Claim Form, and you will be bound by, the terms of the Settlement described in this Notice and the Settlement Agreement, upon final approval by the Court.

**16. What claims will be released by the Settlement?**

If the Settlement is approved by the Court, the Court will enter a Judgment. If the Judgment becomes Final pursuant to the terms of the Settlement Agreement, all Class Members will be deemed to have, and by operation of the Final Judgment will have, fully, finally, and forever released, relinquished, and discharged any and all claims of any kind or nature whatsoever for any property damage or any economic losses of any kind or nature whatsoever against Plains arising from the May 19, 2015 Oil Spill, including claims for victims' restitution. The specific claims you are giving up against Plains are described in the Settlement Agreement at [www.PlainsOilSpill.com](http://www.PlainsOilSpill.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 X for free or you can, of course, talk to your own lawyer if you have questions about what this means.

QUESTIONS? PLEASE CALL [insert call number]  
OR VISIT [www.PlainsOilSpill.com](http://www.PlainsOilSpill.com)



**FINAL APPROVAL HEARING**

**17. May I attend the Final Approval Hearing?**

Yes. The Court will hold a Final Approval Hearing on **XXX** Date, at **XXX** Time, before the Honorable Phillip S. Gutierrez at the United States District Court for the Central District of California, First Street Courthouse, 350 West 1st Street, Courtroom 6A, 6th Floor, Los Angeles, California 90012-4565. At the hearing the Court will determine whether: (1) the Settlement as set forth in the Settlement Agreement for \$184,000,000 in cash should be approved by the Court as fair, reasonable and adequate; (2) the Judgment as provided under the Settlement Agreement should be entered; (3) to award Class Counsel attorneys’ fees and expenses out of the Fisher Class Common Fund and, if so, in what amount; (4) to award Plaintiffs service awards in connection with their representation of the Class out of the Fisher Class Common Fund and, if so, in what amount; and (5) the Plan of Distribution should be approved by the Court. The Court may adjourn or continue the Final Approval Hearing without further notice to Members of the Class.

Any Class Member may appear at the Final Approval Hearing, provided they have complied with the procedures described in Question 14, above.

Unless directed by the Court, any Class Member who does not object in the manner provided will be deemed to have waived all objections to this Settlement and will be barred from raising (in this or any other proceeding or on any appeal) any objection and any untimely objection will be barred.

**18. Do I have to come to the Final Approval Hearing?**

No. Class Counsel will answer any questions the Court may have, but you are welcome to come at your own expense. If you send a comment, you do not have to come to Court to talk about it. However, if you object to the Settlement, you do have to come to the hearing, along with any lawyer who has represented or otherwise advised you. See Question 14.

**GETTING MORE INFORMATION**

**19. How can I get more information?**

This Notice summarizes the Settlement. You can get more details and print the Settlement Agreement at [www.PlainsOilSpill.com](http://www.PlainsOilSpill.com). You may also write with questions or notify the Settlement Administrator regarding address changes to *Plains Oil Spill Settlement* **c/o Settlement Administrator, P.O. Box 0000, City, ST 00000, email at [insert] or call the Settlement Administrator at [insert call number]**. Before doing so however, please read this full Notice carefully. You may also call Class Counsel listed in response to Question X.

**Please do not call the Court or the Court Clerk’s Office to inquire about this Settlement as they cannot answer your questions.**

DATED: \_\_\_\_\_

BY ORDER OF THE COURT  
HON. PHILIP S. GUTIERREZ  
UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

QUESTIONS? PLEASE CALL **[insert call number]**  
OR VISIT [www.PlainsOilSpill.com](http://www.PlainsOilSpill.com)

**- EXHIBIT C -**

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA  
*Andrews et al. v. Plains All American Pipeline, L.P. et al.*, No. 2:15-cv-04113 (PSG:JEM)

**If you owned or leased Residential Beachfront Property or had a Private Easement to a Beach affected by the 2015 Santa Barbara Oil Spill, you may be entitled to a payment from a class action settlement**

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

*Para una notificación en español, visite: [www.PlainsOilSpill.com](http://www.PlainsOilSpill.com)  
(Vietnamese)  
(Mandarin)*

- A Settlement has been reached in a class action lawsuit involving a coastal oil spill in 2015, near Santa Barbara.
- Plaintiffs claim that Plains All American Pipeline L.P. and Plains Pipeline L.P. (“Defendants”) caused an underground pipeline to rupture, resulting in an oil spill along the coast in Santa Barbara County on May 19, 2015 that washed up onto coastal properties and beaches. Plaintiffs also claim that the oil spill caused the residents of coastal homes to lose the use and enjoyment of their homes, and caused damage to the fishing industry.
- A Property Class was previously certified by this Court. This Notice provides information regarding the \$46 million Property Class Settlement. The Settlement is also on behalf of certain commercial fishers and fish processors (“the Fisher Class Settlement”). The Fisher and Property Class Settlement, if approved by the Court, will resolve all remaining claims in the class action litigation pending in the United States District Court for the Central District of California.
- You are a Property Class Member if you owned or leased residential beachfront property or property with a private easement to a beach where oil from the 2015 Santa Barbara oil spill washed up and the oiling was categorized as heavy, moderate, or light. You can find out if your property is included by going to [www.PlainsOilSpill.com](http://www.PlainsOilSpill.com), where a list of properties Plaintiffs claim were impacted is posted.
- If your property was leased as of May 19, 2015 (the date of the oil spill), you are requested to forward this Notice to the leaseholder.
- You are no longer a Property Class Member if you previously excluded yourself from the Property Class during the initial notice period, or entered a separate settlement with Defendants for which you signed a full release.

QUESTIONS? PLEASE CALL [\[insert call number\]](#)  
OR VISIT [www.PlainsOilSpill.com](http://www.PlainsOilSpill.com)

**PLEASE READ THIS NOTICE CAREFULLY. THE SETTLEMENT WILL AFFECT YOUR RIGHTS IF YOU ARE A MEMBER OF THE PROPERTY CLASS.**

YOUR LEGAL RIGHTS AND OPTIONS		
<b>FILE A CLAIM</b>	<ul style="list-style-type: none"> <li>• Receive a payment from the Settlement</li> <li>• Be bound by the Settlement</li> </ul>	Submit online or postmarked by <b>Month x, 2022</b>
<b>OBJECT</b>	<ul style="list-style-type: none"> <li>• Tell the Court what you do not like about the Settlement</li> <li>• You and any lawyer(s) representing, advising, or in any way assisting you in connection with your objection <u>must appear and speak</u> at the Final Approval Hearing</li> <li>• You will still be bound by the Settlement, and you may still file a Claim</li> </ul>	Served/Filed no later than <b>Month x, 2022</b>
<b>DO NOTHING</b>	<ul style="list-style-type: none"> <li>• Receive no payment from the Settlement</li> <li>• Be bound by the Settlement</li> </ul>	

- 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 all qualifying Class Members who timely submit a Claim Form, only if the Court approves the Settlement and after potential appeals are resolved.

QUESTIONS? PLEASE CALL [insert call number]  
OR VISIT [www.PlainsOilSpill.com](http://www.PlainsOilSpill.com)

**WHAT THIS NOTICE CONTAINS**

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QUESTIONS? PLEASE CALL [insert call number]  
OR VISIT [www.PlainsOilSpill.com](http://www.PlainsOilSpill.com)

## BASIC INFORMATION

### 1. Why was this Notice issued?

A Federal Court authorized this Notice because you have a right to know about this proposed Settlement and about all of your options before the Court decides whether to give final approval to the Settlement. This Notice explains the lawsuit, the proposed Property Class Settlement Amount of \$46,000,000, 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 Property Class (as defined above) and Defendants.

The Honorable Chief Judge Philip S. Gutierrez of the United States District Court for the Central District of California is overseeing this case. The case is called *Andrews et al. v. Plains All American Pipeline, L.P. et al.*, Case No. 2:15-cv-04113. The persons who have filed the class action lawsuit and were appointed by the Court as Property Class Representatives are Baci Family LLC, Alexandra Geremia, Jacques Habra, and Mark and Mary Kirkhart. (The Court appointed additional Class Representatives to represent the Fisher Class.) As explained above, the Defendants in the lawsuit are Plains All American Pipeline, L.P. and Plains Pipeline, L.P. (“Plains”).

### 2. What is this case about?

On May 19, 2015, an underground pipeline known as Line 901 ruptured, resulting in a discharge of crude oil along the coast near Refugio State Beach in Santa Barbara County.

Plaintiffs allege that owners and lessors of certain residential beachfront property or property with a private easement to beaches were unable to fully use and enjoy their properties as a result of the spill, because oil from the spill washed up onto their properties or onto neighboring beaches. See Question X below. Plains denies any claims of wrongdoing and disputes Plaintiffs’ claims.

Plaintiffs filed this case in 2015, and this case has been actively litigated since then. Trial was set to begin on June 2, 2022.

### 3. Why is there a Settlement?

The Court has not decided whether Plaintiffs or Defendants should win this litigation. Plaintiffs and Defendants do not agree on whether Plaintiffs would have prevailed on any of their claims against Plains at trial. They also do not agree on the amount of damages, if any, that would be recoverable if the Class prevailed on the claims alleged at trial. Instead, both sides agreed to the Settlement. That way, they avoid the uncertainties and expenses associated with continuing the litigation, and Class Members will get compensation sooner rather than later, if at all. Here, the \$46 million Property Class Settlement represents over half of claimed compensatory damages. Counsel appointed by the Court to represent the Property Class believe that this is an exceptionally strong Settlement given the claims and defenses at issue in this long-fought litigation and that the Property Class Settlement

QUESTIONS? PLEASE CALL [insert call number]  
OR VISIT [www.PlainsOilSpill.com](http://www.PlainsOilSpill.com)

represents a substantial portion of the damages alleged on behalf of the Property Class. For more information, please see Question X, below.

### WHO'S INCLUDED IN THE SETTLEMENT?

#### 4. How do I know if I am in the Class?

The Court has decided that everyone who owned or leased a property that fits the following description is a member of the Property Class:

- Residential beachfront properties on a beach and residential properties with a private easement to a beach (collectively “Included Properties”) where oil from the 2015 Santa Barbara oil spill washed up, and where the oiling was categorized as Heavy, Moderate or Light, as identified in Exhibit A to Plaintiffs’ renewed motion [ECF 300-3, Ex. 14 of the Action].

The properties referred to in this exhibit are contained in a list located at [www.PlainsOilSpill.com](http://www.PlainsOilSpill.com), under the tab “Property Class Parcels.”

As described in the Settlement Agreement, those excluded from the Property Class are Defendants, any entity or division in which Defendants have a controlling interest, and their legal representatives, officers, directors, employees, assigns and successors; and the judge to whom this case is assigned, the judge’s staff, and any members of the judge’s immediate family.

In addition, you are no longer a Property Class Member if you previously excluded yourself from the Property Class during the initial notice period, or entered a separate settlement with Plains for which you signed a full release.

The proposed Settlement, if approved by the Court, will settle all claims of the Property Class against Plains.

**PLEASE NOTE:** Receipt of this Notice does not mean that you are a Class Member or that you will be entitled to receive a payment from the Settlement. **If you are a Class Member and you wish to participate in the distribution of proceeds from the Settlement, you are required to submit a Claim Form** available at [www.PlainsOilSpill.com](http://www.PlainsOilSpill.com), or by calling the toll-free number [insert call number] to request that a hard copy Claim Form be mailed to you. Your Claim Form and, if necessary, any required supporting documentation as set forth therein must be postmarked (if mailed) or submitted online on or before **XXX, 2022**. See Question X for more information.

QUESTIONS? PLEASE CALL [insert call number]  
OR VISIT [www.PlainsOilSpill.com](http://www.PlainsOilSpill.com)

## THE SETTLEMENT BENEFITS

### 5. What does the Settlement provide?

The Property Class Settlement, if approved, will result in the creation of a cash settlement fund of \$46,000,000 (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 less (a) any Taxes and Tax Expenses; (b) any Notice and Administration Expenses; and (c) any attorneys’ fees and costs and any service awards to Class Representatives in connection with their representation of the Class, awarded by the Court (the “Net Settlement Fund”), will be distributed to eligible Class Members pursuant to a proposed plan of distribution (“Plan of Distribution”) that is described in the next section of this Notice.

If you are entitled to relief under the Property Class Settlement, the Settlement Administrator will determine the portion of the Property Class Common Fund payable to you pursuant to the Court-approved Plan of Distribution.

A more detailed description of the Property Class Settlement can also be found in the Settlement Agreement at [www.PlainsOilSpill.com](http://www.PlainsOilSpill.com).

### 6. How will the lawyers be paid?

Class Counsel (see Question X below) will apply to the Court for an award of attorneys’ fees in an amount not to exceed 33% of the total amount of the Property Class Settlement (or \$15,180,000), plus their litigation expenses (not to exceed \$1.3 million from the Property Settlement), and interest earned on these amounts, at the same rate as earned by the Property Class Common Fund. (Class Counsel’s fee and litigation expenses application will also include a request for an equivalent percentage from the Property Class Settlement, plus additional litigation expenses.) Since the first case was filed in June 2015, Class Counsel have expended considerable time and effort prosecuting this case, including preparing for trial, retaining and working with specialized experts on a variety of issues, including the pipeline’s integrity, how much oil spilled, where the oil traveled, and how much damage the spill caused. These specialized experts included scientists, engineers, an economist, and a property appraiser. Class Counsel have advanced all of the expenses incurred during the litigation of this case, with the expectation that they would be reimbursed if they succeeded in obtaining a recovery for the Class. Class Counsel will also ask the Court to award up to \$15,000 to each Class Representative as a service award, in recognition of their considerable time and effort spent on behalf of the Class in achieving this Settlement. Each Class Representative assisted Class Counsel with building the factual record and case strategy, cooperated with discovery including the production of records, submitted to depositions and travel to the district in which the lawsuit was filed.

The Court may award less than the amount requested by Class Counsel. Under the Settlement Agreement, any amount awarded to Class Counsel or Class Representatives will be paid out of the

QUESTIONS? PLEASE CALL [insert call number]  
OR VISIT [www.PlainsOilSpill.com](http://www.PlainsOilSpill.com)



Property Class Common Fund.

Class Counsel will file their motion for attorneys' fees and expenses no later than [insert date] and a copy of the motion will also be available at [www.PlainsOilSpill.com](http://www.PlainsOilSpill.com).

## **7. What are the reasons for the Settlement?**

The Settlement was reached after years of contested litigation, including at the motion to dismiss, class certification, and summary judgment stages. The Parties also completed fact and expert discovery and were preparing for trial to commence on June 2, 2022. Nevertheless, a jury has not rendered any verdict in connection with Plaintiffs' claims against Plains. Instead, Plaintiffs and Plains have agreed to this Settlement to avoid the cost, delay, and uncertainty of further litigation.

As in any litigation, Plaintiffs and the Class would face an uncertain outcome if they did not agree to a Settlement. If Plaintiffs succeeded at trial, Plains would likely file appeals that would postpone final resolution of the case for years. Continuation of the litigation against Plains could result in a judgment greater than this Settlement. Conversely, continuing the case could result in no recovery at all or a recovery that is less than the amount of the Settlement.

Plaintiffs' principal reason for entering into the Settlement with Plains is the substantial benefit to the Class now, without further risk or the delays inherent in continued litigation. The \$46 million Property Class Settlement Amount must be considered against the significant risk that a smaller recovery—or, indeed, no recovery at all—might be achieved after trial, and likely appeals, a process that could last several years into the future. The Settlement provides a substantial award for Class Members, without protracted delay.

Plaintiffs and Class Counsel believe that this Settlement is fair and reasonable to the Class for several reasons. First, Plaintiffs and Class Counsel believe that \$46 million is a significant recovery. Second, if the Settlement becomes final, the Class will receive a certain and prompt monetary recovery. Third, Class Counsel believe that the significant and immediate benefits of the Settlement, when weighed against the significant risk, delay, and uncertainty of continued litigation, are a very favorable result for the Class.

Plains has denied and continues to deny the claims alleged by Plaintiffs. Plains admits that oil leaked from Line 901, and that some of that oil reached the Pacific Ocean, but disputes the amount of oiling and the amount of damage that the oiling caused. For Plains, the principal reason for the Settlement is to eliminate the burden, expense, uncertainty and risks inherent in any litigation, especially in complex cases such as this. Plains has determined that it is desirable and beneficial that the lawsuit be settled in the manner and upon the terms and conditions set forth in the Settlement Agreement.

**THE COURT HAS NOT RULED AS TO WHETHER PLAINS PIPELINE IS LIABLE TO PLAINTIFFS OR TO THE CLASS. THIS NOTICE IS NOT INTENDED TO BE AN EXPRESSION OF ANY OPINION BY THE COURT WITH RESPECT TO THE TRUTH**

QUESTIONS? PLEASE CALL [insert call number]  
OR VISIT [www.PlainsOilSpill.com](http://www.PlainsOilSpill.com)

**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 OF THIS LAWSUIT AS TO PLAINS PIPELINE AND YOUR RIGHTS IN CONNECTION WITH THAT SETTLEMENT.**

**HOW TO GET BENEFITS**

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

Class Counsel will submit the proposed Plan of Distribution to the Court **xx** days before Final Approval and post it at [www.PlainsOilSpill.com](http://www.PlainsOilSpill.com).

The Plan of Distribution for each class property is based upon both Plaintiffs' expert Dr. Igor Mezić's oil transport model showing the extent to which coastal properties and beaches experienced oiling and Plaintiffs' damages expert Dr. Randall Bell's determination of the value of the premium paid to live on the beach that was lost as a result of the oiling. The Plan of Distribution for the Property Class will consider the above factors—the value of the property's beachfront premium and the number of days and the level of oiling in allocating the award to each Class Member.

If the Settlement is approved by the Court, the Net Settlement Fund will be distributed to eligible Class Members who timely submit valid Claim Forms in accordance with a Court-approved Plan of Distribution. Class Members who do not timely submit valid Claim Forms will not share in the Net Settlement Fund, but will otherwise be bound by the Settlement. The Court may approve the proposed Plan of Distribution, or modify it, without additional notice to the Class. The Plan of Distribution will be made available at [www.PlainsOilSpill.com](http://www.PlainsOilSpill.com), and any order modifying the Plan of Distribution will be posted on that website. The Plan of Distribution is intended to compensate Property Class Members who lost the value of their property's beachfront premium as a result of the 2015 Line 901 oil spill.

The Settlement Administrator will determine your qualifications to receive money from the Property Class Settlement and will also determine the amount of any distribution you will receive from the Settlement based upon your Claim Form and other available information, including available property data. Distributions will be made to Property Class Members after all claims have been processed, after the Court has finally approved the Settlement, and after any appeals are resolved.

If you are dissatisfied with the distribution determinations, you may ask the Court, which retains jurisdiction over all Property Class Members and the claims administration process, to decide the issue by submitting a written request. The Court has reserved jurisdiction to allow, disallow, or adjust the claim of any Class Member on equitable grounds.

**9. How can I get a payment?**

In order to get a payment from the Settlement, Class Members must timely complete and return a

QUESTIONS? PLEASE CALL **[insert call number]**  
OR VISIT [www.PlainsOilSpill.com](http://www.PlainsOilSpill.com)

Claim Form. Claim Forms are available at [www.PlainsOilSpill.com](http://www.PlainsOilSpill.com), or by calling the toll-free number [insert call number] to request that a hard copy Claim Form be mailed to you by the Settlement Administrator. Read the instructions carefully; fill out the Claim Form; sign it; and mail or submit it online so that it is postmarked (if mailed) to the address below or received (if submitted online) no later than **XXX Date, 2022**. You do not need to contact Class Counsel.

*Plains Oil Spill Settlement*  
c/o Settlement Administrator  
Mailing Address  
City, State, Zip  
Email: [insert]  
[www.PlainsOilSpill.com](http://www.PlainsOilSpill.com)  
Telephone: [insert call number]

If you do not submit a timely Claim Form with all of the required information, you will not receive a payment, but you will still be bound in all other respects by the Settlement, the Judgment, and the release contained in them.

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

No. There will be no payments if the Settlement Agreement is not approved by the trial court and the appellate court, if it is appealed. If the Settlement Agreement is not approved, the lawsuit will proceed against Plains as if the Settlement Agreement had not been entered. 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?**

Yes. The Court has appointed Lief Cabraser Heimann Bernstein LLP, Keller Rohrback L.L.P., and Cappello & Noel LLP, and Audet & Partners, LLP (“Class Counsel”) to be the attorneys representing the Property Class and Fisher Class. Class Counsel believe, after conducting an extensive investigation, that the Settlement Agreement is fair, reasonable, and in the best interests of the Class. You will not be charged for these lawyers. 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.

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

Juli E. Farris  
KELLER ROHRBACK L.L.P.  
801 Garden Street  
Santa Barbara, CA 93101  
(805) 456-1497

QUESTIONS? PLEASE CALL [insert call number]  
OR VISIT [www.PlainsOilSpill.com](http://www.PlainsOilSpill.com)

A. Barry Cappello  
CAPPELLO & NOËL LLP  
831 State Street  
Santa Barbara, CA 93101  
(805) 564-2444

William M. Audet  
AUDET & PARTNERS, LLP.  
711 Van Ness Ave, Suite 500  
San Francisco, CA 94102  
(415) 568-2555

## EXCLUSIONS

### 12. Can I exclude myself from this Settlement?

No. If you are a Class Member because you satisfy the Class definition, and you did not previously opt out of the Class or enter a separate settlement with Plains for which you signed a full release, you are a member of the Class and you will be bound by the release of claims as part of the Settlement. The Property Class was first certified on April 17, 2018, and you previously had an opportunity exclude yourself. If you did not exclude yourself then, you may not exclude yourself now.

## OBJECTING TO THE SETTLEMENT

### 13. How do I object to the Settlement?

If you are a Class Member, you can object to the Settlement 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 your letter or brief with the Clerk of the Court, at United States District Court for the Central District of California, First Street Courthouse, 350 West 1st Street, Los Angeles, California 90012-4565, stating that you object to the Settlement in *Andrews et al. v. Plains All American Pipeline, L.P. et al.*, No. 2:15-04113 (PSG) and identify all your reasons for your objections. You should include citations and supporting evidence and attach any materials that you rely on for your objections.

If you have your own lawyer, they must file an appearance in this case and submit your objection through the Court's e-filing system. Your letter or brief must also include:

- (1) Your name, current address, and telephone number;
- (2) Proof of class membership including documents such as property records;
- (3) A statement indicating whether the objection is to the proposed Settlement, the Plan of Distribution, the application for attorneys' fees and expenses, and/or the Class Representative service award;
- (4) A statement of the factual and legal reasons for your objection and whether it applies only to you, to a subset of the Property Class, or to the entire Property Class;
- (5) Identify all class action settlements by name, date, and court to which you have previously objected;
- (6) The name and contact information of any and all lawyers representing, advising, or in any way

QUESTIONS? PLEASE CALL [insert call number]  
OR VISIT [www.PlainsOilSpill.com](http://www.PlainsOilSpill.com)

- assisting you in connection with your objection;
- (7) Copies of all documents that you wish to submit in support of your position; and
  - (8) Your signature.

You must also file your objection with the Court and mail or deliver a copy of your letter or brief to Class Counsel and Plains' Counsel listed below by certified mail postmarked no later than **[objection deadline]**. Finally, for an objection to be valid, you and any lawyer(s) representing, advising, or in any way assisting you in connection with your objection must appear and speak at the Final Approval Hearing. If you hire an attorney (at your own expense) to represent you for purposes of objecting, your attorney must serve a notice of appearance on counsel listed below and file it with the Court (at the address set out above) by no later than **XXX Date, 2022**.

**Class Counsel**

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

Juli E. Farris  
KELLER ROHRBACK L.L.P.  
801 Garden Street  
Santa Barbara, CA 93101  
(805) 456-1497

**Counsel for Defendants**

Henry Weissmann  
MUNGER TOLLES & OLSON LLP  
350 S. Grand Avenue, 50<sup>th</sup> Floor, Los  
Angeles, CA 90071  
(213) 683-9150

Any Class Member who does not make their objection in the manner provided above will be deemed to have waived such objection and will forever be foreclosed from making any objection to the fairness or adequacy of the proposed Settlement as set forth in the Settlement Agreement, to the Plan of Distribution, or to the award of fees and expenses to Class Counsel or any service awards to Plaintiffs, unless otherwise ordered by the Court.

Class Members do not need to appear at the Final Approval Hearing or take any other action to indicate their approval.

**OBLIGATIONS AND RELEASED CLAIMS**

**14. What are my rights and obligations under the Settlement?**

If you are a Property Class Member and did not exclude yourself from the Property Class during the initial notice period, you may receive the benefit of the Settlement by submitting a Claim Form, and you will be bound by the terms of the Settlement described in this Notice and the Settlement

QUESTIONS? PLEASE CALL **[insert call number]**  
OR VISIT [www.PlainsOilSpill.com](http://www.PlainsOilSpill.com)

Agreement, upon final approval by the Court.

**15. What claims will be released by the Settlement?**

If the Settlement is approved by the Court, the Court will enter a Judgment. If the Judgment becomes Final pursuant to the terms of the Settlement Agreement, all Class Members will be deemed to have, and by operation of the Final Judgment will have, fully, finally, and forever released, relinquished, and discharged any and all claims of any kind or nature whatsoever for any property damage or any economic losses of any kind or nature whatsoever against Plains arising from the May 19, 2015 Oil Spill, including claims for victims' restitution. The specific claims you are giving up against Plains are described in the Settlement Agreement at [www.PlainsOilSpill.com](http://www.PlainsOilSpill.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 X for free or you can, of course, talk to your own lawyer if you have questions about what this means.

**FINAL APPROVAL HEARING**

**16. May I attend the Final Approval Hearing?**

Yes. The Court will hold a Final Approval Hearing on **XXX** Date, at **XXX** Time, before the Honorable Phillip S. Gutierrez at the United States District Court for the Central District of California, First Street Courthouse, 350 West 1st Street, Courtroom 6A, 6th Floor, Los Angeles, California 90012-4565. At the hearing the Court will determine whether: (1) the Settlement as set forth in the Settlement Agreement for \$46,000,000 in cash should be approved by the Court as fair, reasonable and adequate; (2) the Judgment as provided under the Settlement Agreement should be entered; (3) to award Class Counsel attorneys' fees and expenses out of the Property Class Common Fund and, if so, in what amount; (4) to award Plaintiffs' service awards in connection with their representation of the Class out of the Property Class Common Fund and, if so, in what amount; and (5) the Plan of Distribution should be approved by the Court. The Court may adjourn or continue the Final Approval Hearing without further notice to Members of the Class.

Any Class Member may appear at the Final Approval Hearing, provided they have complied with the procedures described in Question 14, above.

Unless otherwise directed by the Court, any Class Member who does not object in the manner provided will be deemed to have waived all objections to this Settlement and will be barred from raising (in this or any other proceeding or on any appeal) any objection and any untimely objection will be barred.

**17. Do I have to come to the Final Approval Hearing?**

No. Class Counsel will answer any questions the Court may have, but you are welcome to come at your own expense. If you send a comment, you do not have to come to Court to talk about it.

QUESTIONS? PLEASE CALL **[insert call number]**  
OR VISIT [www.PlainsOilSpill.com](http://www.PlainsOilSpill.com)

However, if you object to the Settlement, you do have to come to the hearing, along with any lawyer who has represented or otherwise advised you. See Question 14.

### GETTING MORE INFORMATION

#### 18. How can I get more information?

This Notice summarizes the Settlement. You can get more details and print the Settlement Agreement at [www.PlainsOilSpill.com](http://www.PlainsOilSpill.com). You may also write with questions or notify the Settlement Administrator regarding address changes to *Plains Oil Spill Settlement c/o Settlement Administrator, P.O. Box 0000, City, ST 00000, email at [insert] or call the Settlement Administrator at [insert call number]*. Before doing so however, please read this full Notice carefully. You may also call Class Counsel listed in response to Question X.

**Please do not call the Court or the Court Clerk's Office to inquire about this Settlement as they cannot answer your questions.**

DATED: \_\_\_\_\_

BY ORDER OF THE COURT  
HON. PHILIP S. GUTIERREZ  
UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

QUESTIONS? PLEASE CALL [insert call number]  
OR VISIT [www.PlainsOilSpill.com](http://www.PlainsOilSpill.com)

**- EXHIBIT D -**



Updated Legal Notice

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA

*Andrews et al. v. Plains All American Pipeline, L.P. et al.*, No. 2:15-cv-04113 (PSG:JEM)

**If you are a Commercial Fisher or Fish Processor that was in operation as of May 19, 2015, and fished or purchased fish from certain Southern California Fishing Blocks, you may be entitled to a payment from a class action settlement**

*A Federal Court authorized this Notice.*

*Para una notificación en español, visite: [www.PlainsOilSpill.com](http://www.PlainsOilSpill.com)*

*(Vietnamese)*

*(Mandarin)*

A Settlement has been reached in the class action lawsuit claiming that Plains All American Pipeline L.P. and Plains Pipeline L.P. (“Plains” or “Defendants”) caused an underground pipeline to rupture, resulting in an oil spill along the coast in Santa Barbara County on May 19, 2015. Plaintiffs allege the spill caused long term harm to commercial fishing in the affected class blocks, including significant financial losses. Plains denies any claims of wrongdoing and disputes Plaintiffs’ claims. A Fisher Class was previously certified by this Court. This Notice provides information regarding the \$184 million Fisher Class Settlement. A settlement has also been reached on behalf of certain property owners and lessees (“the Property Class Settlement”). The Fisher and Property Class Settlement, if approved by the Court, will resolve all remaining claims in the class action litigation pending in the United States District Court for the Central District of California.

You are a Fisher Class Member if you are a person or business who owned or worked on a vessel that was in operation as of May 19, 2015 and that: (1) landed any commercial seafood in California Department of Fish & Wildlife (“CDFW”) fishing blocks 654, 655, or 656; or (2) landed any commercial seafood, except groundfish or highly migratory species (as defined by the CDFW and the Pacific Fishery Management Council), in CDFW fishing blocks 651-656, 664-670, 678-686, 701-707, 718-726, 739-746, 760-765, or 806-809; from May 19, 2010 to May 19, 2015, inclusive; or if you are a person or business in operation as of May 19, 2015 who purchased such commercial seafood directly from the Commercial Fishers and re-sold it at the retail or wholesale level. You can find out if you are a Fisher Class Member by going to [www.PlainsOilSpill.com](http://www.PlainsOilSpill.com).

**What does the Settlement provide?**

The Fisher Class Settlement, if approved, will result in the creation of a cash settlement fund of \$184,000,000 (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 less (a) any Taxes and Tax Expenses; (b) any Notice and Administration Expenses; and (c) any attorneys’ fees and costs and any service awards to Class Representatives in connection with their representation of the Class, awarded by the Court (the “Net Settlement Fund”), will be distributed to eligible Class Members pursuant to a proposed plan of distribution (“Plan of Distribution”). If you are entitled to relief under the Fisher Class Settlement, the Settlement Administrator will determine the portion of the Fisher Class Net Settlement Fund payable to you pursuant to the Court-approved Plan of Distribution.

**What are the reasons for the Settlement?**

The Court has not decided whether Plaintiffs or Defendants should win this Litigation. The Settling Parties do not agree on whether Plaintiffs would have prevailed on any of their claims against Plains, or the amount of damages, if any, that would be recoverable if the Class prevailed on the claims alleged. Instead, both sides agreed to the Settlement after years of contested litigation, including at the motion to dismiss, class certification, and summary judgment stages. The Parties had also completed substantial discovery and were preparing for trial to commence on June 2, 2022.

Updated Legal Notice

### Who represents the Class?

The Court has appointed Lief Cabraser Heimann Bernstein LLP, Keller Rohrback L.L.P., Cappello & Noel LLP, and Audet & Partners, LLP (“Class Counsel”) to be the attorneys representing the Class. You will not be charged for these lawyers. Class Counsel will apply to the Court for an award of attorneys’ fees in an amount not to exceed 33% of the total amount of the Fisher Settlement (or \$60,720,00), plus their litigation expenses (not to exceed \$5.2 million). (Class Counsel’s fee and litigation expenses application will also include a request for an equivalent percentage from the Property Class Settlement, plus additional litigation expenses.) If you want to be represented by your own lawyer, you may hire one at your own expense.

### What do I need to do to?

**If you are a Class Member and you wish to get money from the Settlement, you are required to submit a Claim Form** available at [www.PlainsOilSpill.com](http://www.PlainsOilSpill.com), or by calling the toll-free number [insert call number] to request that a hard copy Claim Form be mailed to you. Your Claim Form and, if necessary, any required supporting documentation as set forth therein must be postmarked (if mailed) or submitted online on or before **XXX, 2022**.

*Plains Oil Spill Settlement*  
c/o Settlement Administrator

**Mailing Address**

**City, State, Zip**

**Email: [insert]**

[www.PlainsOilSpill.com](http://www.PlainsOilSpill.com)

**Telephone: [insert call number]**

If you are a Class Member, you may object or tell the Court what you do not like about the Settlement. You will still be bound by the Settlement, and you may still file a Claim. Objections must be served/filed no later than **XXX Date, 2022**. Go to [www.PlainsOilSpill.com](http://www.PlainsOilSpill.com) for details on how to object to the Settlement.

If you are a Class Member and you did not previously opt out of the Fisher Class or enter a separate settlement with Plains for which you signed a full release, you are a member of the Class and you will be bound by the release of claims as part of the Settlement. The Fisher Class was first certified on February 28, 2017, and later amended on November 22, 2019, and you previously had an opportunity exclude yourself. If you did not exclude yourself then, you may not exclude yourself now.

### What happens next?

The Court will hold a Final Approval Hearing on **XXX Date, at XXX Time**, before the Honorable Phillip S. Gutierrez at the United States District Court for the Central District of California, First Street Courthouse, 350 West 1st Street, Courtroom 6A, 6th Floor, Los Angeles, California 90012-4565. At the hearing the Court will determine whether: (1) the Settlement as set forth in the Settlement Agreement for \$184,000,000 in cash should be approved by the Court as fair, reasonable and adequate; (2) the Judgment as provided under the Settlement Agreement should be entered; (3) to award Class Counsel attorneys’ fees and expenses out of the Fisher Class Common Fund and, if so, in what amount; (4) to award Plaintiffs’ service awards (Class Counsel is requesting \$15,000 for each Fisher Class Representative) in connection with their representation of the Class out of the Fisher Class Common Fund and, if so, in what amount; and (5) the Plan of Distribution should be approved by the Court.

### How do I get more information?

For more details and to print the Settlement Agreement go to [www.PlainsOilSpill.com](http://www.PlainsOilSpill.com). You may also write with questions or notify the Settlement Administrator regarding address changes to *Plains Oil Spill Settlement* c/o **Settlement Administrator, P.O. Box 0000, City, ST 00000, email at [insert] or** call the Settlement Administrator at [insert call number].

**- EXHIBIT E -**

Updated Legal Notice

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA

*Andrews et al. v. Plains All American Pipeline, L.P. et al.*, No. 2:15-cv-04113 (PSG:JEM)

## **If you owned or leased Residential Beachfront Property or had a Private Easement to a Beach affected by the 2015 Santa Barbara Oil Spill, you may be entitled to a payment from a class action settlement**

*A Federal Court authorized this Notice.*

*Para una notificación en español, visite: [www.PlainsOilSpill.com](http://www.PlainsOilSpill.com)*

*(Vietnamese)*

*(Mandarin)*

A Settlement has been reached in the class action lawsuit claiming that Plains All American Pipeline L.P. and Plains Pipeline L.P. (“Plains” or “Defendants”) caused an underground pipeline to rupture, resulting in an oil spill along the coast in Santa Barbara County on May 19, 2015. Plaintiffs allege that owners and lessees were unable to use and enjoy their properties as a result of the spill because oil washed up onto their properties and onto beaches adjacent to their properties. Plains denies any claims of wrongdoing and disputes Plaintiffs’ claims. A Property Class was previously certified by this Court. This Notice provides information regarding the \$46 million Property Class Settlement. A settlement has also been reached on behalf of commercial fishers and fish processors (“the Fisher Class Settlement”). The Fisher and Property Class Settlement, if approved by the Court, will resolve all remaining claims in the class action litigation pending in the United States District Court for the Central District of California.

You are a Property Class Member if you owned or leased residential beachfront property or property with a private easement to a beach where oil from the 2015 Santa Barbara oil spill washed up and the oiling was categorized as heavy, moderate, or light. You can find out if your property is included by going to [www.PlainsOilSpill.com](http://www.PlainsOilSpill.com), where a list of properties Plaintiffs claim were impacted is posted.

### **What does the Settlement provide?**

The Property Class Settlement, if approved, will result in the creation of a cash settlement fund of \$46,000,000 (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 less (a) any Taxes and Tax Expenses; (b) any Notice and Administration Expenses; and (c) any attorneys’ fees and costs and any service awards to Class Representatives in connection with their representation of the Class, awarded by the Court (the “Net Settlement Fund”), will be distributed to eligible Class Members pursuant to a proposed plan of distribution (“Plan of Distribution”). If you are entitled to relief under the Property Class Settlement, the Settlement Administrator will determine the portion of the Property Class Net Settlement Fund payable to you pursuant to the Court-approved Plan of Distribution.

### **What are the reasons for the Settlement?**

The Court has not decided whether Plaintiffs or Defendants should win this Litigation. The Settling Parties do not agree on whether Plaintiffs would have prevailed on any of their claims against Plains, or the amount of damages, if any, that would be recoverable if the Class prevailed on the claims alleged. Instead, both sides agreed to the Settlement after years of contested litigation, including at the motion to dismiss, class certification, and summary judgment stages. The Parties had also completed substantial discovery and were preparing for trial to commence on June 2, 2022.

### **Who represents the Class?**

The Court has appointed Lief Cabraser Heimann Bernstein LLP, Keller Rohrback L.L.P., Cappello & Noel LLP,

Updated Legal Notice

and Audet & Partners, LLP (“Class Counsel”) to be the attorneys representing the Class. You will not be charged for these lawyers. Class Counsel will apply to the Court for an award of attorneys’ fees in an amount not to exceed 33% of the total amount of the Property Class Settlement (or \$15,180,00), plus their litigation expenses (not to exceed \$1.3 million). (Class Counsel’s fee and litigation expenses application will also include a request for an equivalent percentage from the Fisher Class Settlement, plus additional litigation expenses.) If you want to be represented by your own lawyer, you may hire one at your own expense.

### What do I need to do to?

**If you are a Class Member and you wish to get money from the Settlement, you are required to submit a Claim Form** available at [www.PlainsOilSpill.com](http://www.PlainsOilSpill.com), or by calling the toll-free number [insert call number] to request that a hard copy Claim Form be mailed to you. Your Claim Form and if necessary, any required supporting documentation as set forth therein must be postmarked (if mailed) or submitted online on or before **XXX, 2022**.

*Plains Oil Spill Settlement*  
c/o Settlement Administrator

**Mailing Address**

**City, State, Zip**

**Email: [insert]**

[www.PlainsOilSpill.com](http://www.PlainsOilSpill.com)

**Telephone: [insert call number]**

If you are a Class Member you may object or tell the Court what you do not like about the Settlement. You will still be bound by the Settlement, and you may still file a Claim. Objections must be served/filed no later than **XXX Date, 2022**. Go to [www.PlainsOilSpill.com](http://www.PlainsOilSpill.com) for details on how to object to the Settlement.

If you are a Class Member and you did not previously opt out of the Property Class or enter a separate settlement with Plains for which you signed a full release, you are a member of the Class and you will be bound by the release of claims as part of the Settlement. The Property Class was first certified on April 17, 2018, and you previously had an opportunity exclude yourself. If you did not exclude yourself then, you may not exclude yourself now.

### What happens next?

The Court will hold a Final Approval Hearing on **XXX Date, at XXX Time**, before the Honorable Phillip S. Gutierrez at the United States District Court for the Central District of California, First Street Courthouse, 350 West 1st Street, Courtroom 6A, 6th Floor, Los Angeles, California 90012-4565. At the hearing the Court will determine whether: (1) the Settlement as set forth in the Settlement Agreement for \$46,000,000 in cash should be approved by the Court as fair, reasonable and adequate; (2) the Judgment as provided under the Settlement Agreement should be entered; (3) to award Class Counsel attorneys’ fees and expenses out of the Property Class Common Fund and, if so, in what amount; (4) to award Plaintiffs’ service awards (Class Counsel is requesting \$15,000 for each Property Class Representative) in connection with their representation of the Class out of the Property Class Common Fund and, if so, in what amount; and (5) the Plan of Distribution should be approved by the Court.

### How do I get more information?

For more details and to print the Settlement Agreement go to [www.PlainsOilSpill.com](http://www.PlainsOilSpill.com). You may also write with questions or notify the Settlement Administrator regarding address changes to *Plains Oil Spill Settlement* **c/o Settlement Administrator, P.O. Box 0000, City, ST 00000**, email at **[insert]** or call the Settlement Administrator at **[insert call number]**.

**- EXHIBIT F -**

## **If you were affected by the 2015 Santa Barbara Oil Spill, you may be entitled to a payment from a class action settlement**

*A Federal Court authorized this Notice.*

*Para una notificación en español, visite: [www.PlainsOilSpill.com](http://www.PlainsOilSpill.com)*

*(Vietnamese)*

*(Mandarin)*

A Settlement has been reached in the class action lawsuit called *Andrews et al. v. Plains All American Pipeline, L.P. et al.*, No. 2:15-cv-04113 (PSG:JEM) (C.D. Cal.).

### **What is this about?**

The lawsuit claims that Plains All American Pipeline L.P. and Plains Pipeline L.P. (“Plains” or “Defendants”) caused an underground pipeline to rupture, resulting in an oil spill along the coast in Santa Barbara County on May 19, 2015. The Settlement is on behalf of members of the Fisher Class and Property Class previously certified by this Court. Plaintiffs for the Fisher Class allege the spill caused long term harm to commercial fishing in the affected class blocks, including significant financial losses. Plaintiffs for the Property Class allege that owners and lessees were unable to use and enjoy their properties as a result of the spill because oil washed up onto their properties and onto beaches adjacent to their properties. Plains denies any claims of wrongdoing and disputes all claims. The Settlement, if approved by the Court, will resolve all remaining claims in the class action litigation pending in the United States District Court for the Central District of California. The Fisher Class Settlement is \$184 million, and the Property Class Settlement is \$46 million, inclusive of attorneys’ fees and costs.

The Court has not decided whether Plaintiffs or Defendants should win this Litigation. The Settling Parties do not agree on whether Plaintiffs would have prevailed on any of their claims against Plains, or the amount of damages, if any, that would be recoverable if the Class prevailed on the claims alleged. Instead, both sides agreed to the Settlement after years of contested litigation, including at the motion to dismiss, class certification, and summary judgment stages. The Parties had also completed substantial discovery and were preparing for trial to commence on June 2, 2022.

### **Who is affected?**

You are a Fisher Class Member if you are a person or business who owned or worked on a vessel that was in operation as of May 19, 2015 and that: (1) landed any commercial seafood in California Department of Fish & Wildlife (“CDFW”) fishing blocks 654, 655, or 656; or (2) landed any commercial seafood, except groundfish or highly migratory species (as defined by the CDFW and the Pacific Fishery Management Council), in CDFW fishing blocks 651-656, 664-670, 678-686, 701-707, 718-726, 739-746, 760-765, or 806-809; from May 19, 2010 to May 19, 2015, inclusive; or if you are a person or business in operation as of May 19, 2015 who purchased such commercial seafood directly from the Commercial Fishers and re-sold it at the retail or wholesale level. You can find out if you are a Fisher Class Member by going to [www.PlainsOilSpill.com](http://www.PlainsOilSpill.com).

You are a Property Class Member if you owned or leased residential beachfront property or property with a private easement to a beach where oil from the 2015 Santa Barbara oil spill washed up and the oiling was categorized as heavy, moderate, or light. You can find out if your property is included by going to [www.PlainsOilSpill.com](http://www.PlainsOilSpill.com), where a list of properties Plaintiffs claim were impacted is posted.

### **What does the Settlement provide?**

The Settlement, if approved, will result in the creation of two cash settlement funds of \$184,000,000 (the “Fisher Class Settlement Amount”) and \$46,000,000 (“the Property Class Settlement Amount”), together with any interest earned thereon, the “Fisher Class Common Fund” and “Property Class Common Fund,” respectively. Each of the common funds less (a) any Taxes and Tax Expenses; (b) any Notice and Administration Expenses; and (c) any attorneys’ fees and costs and any service awards to Class Representatives in connection with their representation of the Class, awarded by the Court (the “Net Settlement Funds”), will be distributed to eligible

Class Members pursuant to a proposed plan of distribution (“Plan of Distribution”). If you are entitled to relief under the Settlement, the Settlement Administrator will determine your portion of the Net Settlement Fund payable to you pursuant to the Court-approved Plan of Distribution.

### **Who represents the Class?**

The Court has appointed Lief Cabraser Heimann Bernstein LLP, Keller Rohrback L.L.P., Cappello & Noel LLP, and Audet & Partners, LLP (“Class Counsel”) to be the attorneys representing the Class. You will not be charged for these lawyers. Class Counsel will apply to the Court for an award of attorneys’ fees in an amount not to exceed 33% of the total Settlement Amount (no more than \$60,720,000 from the Fisher Class Settlement Amount and \$15,180,000 from the Property Class Settlement Amount). In addition, Class Counsel will apply to the Court for reimbursement of their litigation expenses (in an amount not to exceed \$5.2 million from the Fisher Class Settlement Amount and \$1.3 million from the Property Class Settlement Amount). If you want to be represented by your own lawyer, you may hire one at your own expense.

### **What do I need to do to?**

**If you are a Class Member and you wish to get money from the Settlement, you are required to submit a Claim Form** available at [www.PlainsOilSpill.com](http://www.PlainsOilSpill.com), or by calling the toll-free number [insert call number] to request that a hard copy Claim Form be mailed to you. Your Claim Form and, if necessary, any required supporting documentation as set forth therein must be postmarked (if mailed) or submitted online to the address below on or before **XXX, 2022**.

*Plains Oil Spill Settlement*  
c/o Settlement Administrator  
Mailing Address  
City, State, Zip  
Email: [insert]  
[www.PlainsOilSpill.com](http://www.PlainsOilSpill.com)  
Telephone: 1-xxx-xxx-xxxx

If you are a Class Member you may object or tell the Court what you do not like about the Settlement. You will still be bound by the Settlement, and you may still file a claim. Objections must be served/ filed no later than **XXX Date, 2022**. Go to [www.PlainsOilSpill.com](http://www.PlainsOilSpill.com) for details on how to object to the Settlement. If you are a Class Member and you did not previously opt out of the Class or enter a separate settlement with Plains for which you signed a full release, you are a member of the Class and you will be bound by the release of claims as part of the Settlement. The Fisher Class was first certified on February 28, 2017, and later amended on November 22, 2019. The Property Class was certified on April 17, 2018. You previously had an opportunity exclude yourself from the Fisher Class and the Property Class. If you did not exclude yourself then, you may not exclude yourself now.

### **What happens next?**

The Court will hold a Final Approval Hearing on **XXX Date**, at **XXX Time**, before the Honorable Phillip S. Gutierrez at the United States District Court for the Central District of California, First Street Courthouse, 350 West 1st Street, Courtroom 6A, 6th Floor, Los Angeles, California 90012-4565. At the hearing the Court will determine whether: (1) the Settlement of \$184,000,000 for the Fisher Class and \$46,000,000 for the Property Class should be approved by the Court as fair, reasonable and adequate; (2) the Judgment as provided under the Settlement Agreement should be entered; (3) to award Class Counsel attorneys’ fees and expenses out of the Fisher and Property Class Common Funds and, if so, in what amount; (4) to award Plaintiffs’ service awards (Class Counsel is requesting \$15,000 for each of the 14 Class Representatives) in connection with their representation of the Classes out of the Fisher and Property Class Common Funds and, if so, in what amount; and (5) the Plans of Distribution should be approved by the Court.

### **How do I get more information?**

For more details and to print the Settlement Agreement, go to [www.PlainsOilSpill.com](http://www.PlainsOilSpill.com). You may also write with



questions or notify the Settlement Administrator regarding address changes to *Plains Oil Spill Settlement* c/o Settlement Administrator, P.O. Box 0000, City, ST 00000, email at [insert] or call the Settlement Administrator at [insert call number].