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

20 GREY FOX, LLC, et al.,
21 Plaintiffs,
22 v.
23 PLAINS ALL AMERICAN
PIPELINE, L.P. et al.,

24
25 Defendants.

Case No. 2:16-cv-03157-PSG-JEM

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

Hearing Date: May 10, 2024
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 1st Street, Los Angeles, CA 90012-4565, has set a hearing on
5 May 10, 2024, at 1:30 p.m. for Plaintiffs’ Motion for Preliminary Approval of Class
6 Action Settlement and for Direction of Notice Under Rule 23(e), unless the Court
7 elects to decide this unopposed motion without a hearing. Plaintiffs, by and through
8 their attorneys of record, will move and hereby do move the Court for an order
9 pursuant to Federal Rule of Civil Procedure 23(e)(1) granting Plaintiffs’ Motion for
10 Preliminary Approval of Class Action Settlement (Ex. 1, the “Settlement” or
11 “SA”)¹ and for Direction of Notice Under Rule 23(e). Plaintiffs request that in this
12 Court order the following:

- 13 1. Grant preliminary approval of the proposed Settlement;
- 14 2. Approve the proposed notice program in the Settlement, including the
15 proposed forms of notice, and direct that notice be disseminated pursuant to such
16 notice program and Rule 23(e)(1);
- 17 3. Appoint JND Legal Administration as Settlement Administrator and
18 direct JND Legal Administration to carry out the duties and responsibilities of the
19 Settlement Administrator as specified in the Settlement; and
- 20 4. Enter a scheduling order consistent with the dates set forth in the
21 below Memorandum.

22 This Motion is based on this Notice of Motion and Motion; the
23 accompanying memorandum; the Settlement, including all exhibits thereto; the
24 Declarations of Robert J. Nelson and Gina Intrepido-Bowden filed herewith; the
25 arguments of counsel; all papers and records on file in this matter, and such other
26 matters as the Court may consider.

27 _____
28 ¹ Unless otherwise noted, exhibit references are to the supporting declaration by
Robert J. Nelson (“Nelson Decl.”).

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

19 GREY FOX, LLC, et al.,
20 Plaintiffs,

21 v.

22 PLAINS ALL AMERICAN
23 PIPELINE, L.P. et al.,

24 Defendants.

Case No. 2:16-cv-03157-PSG-JEM

**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)**

Hearing Date: May 10, 2024
Time: 1:30 p.m.
Judge: Hon. Philip S. Gutierrez
Courtroom: 6A

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1 **INTRODUCTION**

2 After eight years of novel and complex litigation, the parties have reached a
3 \$70 million settlement to resolve all outstanding class claims. As set forth below,
4 the Settlement readily satisfies the fair, reasonable, and adequate criteria for
5 preliminary settlement approval. *See* Fed. R. Civ. P. 23(e).

6 The \$70 million, non-reversionary payment is an exceptional result for the
7 Class of fewer than 90 private owners of 183 Class Properties. Per the proposed
8 Plan of Allocation, each of the Class Properties will receive at least \$50,000, with
9 median payments of approximately \$90,000 and average payments of \$230,000. In
10 addition, the Settling Parties – Defendant PPC and its owner Sable Offshore Corp.²
11 – agree that the Pipeline will not be replaced with a second, new pipeline system
12 without first obtaining new easements, conceding to Plaintiffs’ longstanding
13 position that the easements do not allow for a replacement pipeline to be built.
14 Finally, Settling Parties agree to safely operate the Pipeline pursuant to the Federal
15 Consent Decree previously negotiated by federal and state regulatory authorities, to
16 follow requirements for pipeline maintenance and operation under federal
17 regulations, and use state of the art technologies in connection with its effort to
18 restart the Pipeline, including by applying for permission to install automatic
19 shutoff valves. In exchange, the Class agrees that Settling Parties may repair and re-
20 open the Pipeline, record notice of easement clarifications, and install automatic
21 shutoff valves.

22 This Settlement was informed by intensive litigation, mediation, and direct
23 negotiations. Plaintiffs litigated for eight years against the Settling Parties and their
24 predecessors, fending off pleadings challenges and a summary judgment motion,
25 succeeding on two rounds of class certification briefing, and conducting extensive
26 fact and expert discovery. All that remained was PPC’s pending summary judgment

27 _____
28 ² Sable Offshore Corp. (“Sable”) owns 100% of the equity of Pacific Pipeline
Company (“PPC”).

1 motion and trial, set for June of 2024. The Settlement was reached after two rounds
2 of mediation and intensive, months-long negotiations among the parties.

3 Accordingly, Plaintiffs respectfully request that the Court preliminarily
4 approve this proposed Settlement, approve notice to the Settlement Class, and set
5 the matter for final approval. *See* Fed. R. Civ. P. 23(e).

6 **I. BACKGROUND**

7 This litigation involves the Las Flores Pipeline System (the “Pipeline”) and
8 the 183 land parcels through which it runs by way of easements or right-of-way
9 grants. Dkt. 108-1 ¶ 152. The Pipeline ruptured in Santa Barbara County on May
10 19, 2015, spilling oil onto private property, Refugio State Beach, and into the
11 Pacific Ocean. Dkt. 108-1 ¶¶ 1, 11.³ One year after the oil spill, the Pipeline and
12 Hazardous Materials Safety Administration (“PHMSA”) concluded that the cause
13 of the rupture was integrity management failures by its owner, Plains Pipeline.⁴

14 The Pipeline was shut down following the oil spill, and PHMSA ordered that
15 it remain out of operation unless and until Plains took the necessary steps required
16 to operate it safely.⁵ This directive was reinforced in the Federal Consent Decree
17 signed by Plains and numerous regulatory bodies. *See* Stipulation and Agreement of
18 Settlement (“Settlement” or “SA”), Ex. G (Consent Decree) at 91, App’x D at ¶¶
19 1.a, 1.e.⁶ To date, the government has not authorized operation of the Pipeline.

20 _____
21 ³ The Pipeline was formerly known as Line 901 and Line 903.

22 ⁴ PHMSA Failure Investigation Report at 14-17, available at
23 https://www.phmsa.dot.gov/sites/phmsa.dot.gov/files/docs/PHMSA_Failure_Investigation_Report_Plains_Pipeline_LP_Line_901_Public.pdf (last visited April. 5,
24 2024).

25 ⁵ *See* PHMSA Am. No. 3 to the Corrective Action Order (June 16, 2016) at 2-3,
26 available at
27 https://primis.phmsa.dot.gov/comm/reports/enforce/documents/520155011H/520155011H_Amendment%20No.%203%20to%20the%20Corrective%20Action%20Order_061620116.pdf (last visited April. 5, 2024).

28 ⁶ Consent Decree, *United States v. Plains All Am. Pipeline, L.P.*, No. 20-cv-2415 (C.D. Cal. Mar. 13, 2020), Dkt. 6-1.

1 **A. Procedural Background**

2 In the original Complaint dated May 2016, Plaintiffs alleged that the existing
3 rights-of-way did not permit the extensive repair work Plains was preparing to
4 perform. Dkt. 1 at ¶ 8. Later, in August 2017, Plains filed an application to replace
5 the Pipeline outright.⁷ Plaintiffs amended their complaint to challenge Plains’ right
6 to install a second pipeline. Dkt. 71 at ¶ 21. In 2019, Plains then moved to dismiss
7 all of Plaintiffs claims, which this Court largely denied. Dkt. 80 (dismissing two of
8 thirteen claims).

9 In January 2020, the Court granted class certification of declaratory relief
10 claims seeking confirmation that the easements are limited to one pipeline (Claims
11 1, 10), and that the proposed work to replace the lines would overburden the
12 existing easements (Claim 2). Dkt. 100. In March 2020, Plaintiffs amended the
13 Complaint by stipulation to make some clarifications and add Claim 15, alleging
14 the Easements had terminated. Dkt. 105 (stipulation), 108-1 (Corrected Second
15 Amended Complaint). Certain Plaintiffs also brought individual claims unique to
16 their properties (Claims 11–14). *See* Dkt. 108-1 ¶¶ 250–84.

17 In October 2022, Plains sold the Pipeline to an Exxon subsidiary, Defendant
18 PPC. In November 2023, this Court amended the certification order, certifying the
19 same Rule 23(b)(2) class for Claim 15 but substituting “PPC” for “Plains” given the
20 sale to PPC. Dkt. 258. Additionally, this Court certified an Automatic Termination
21 Clause (“ATC”) Subclass, as this group had an additional argument for termination
22 based on these clauses. *Id.* at 18 (certifying ATC Subclass inclusive of landowners
23 with rights-of-way that automatically terminate for failure to ‘operate,’ ‘maintain,’
24 and/or ‘use’ the pipeline”).

25

26

27 ⁷ “901/903 Replacement Pipeline Project,” Case Nos. 17DVP-00000-00010;
28 17CUP-00000-00027; 17DRP-00000-00002; 17CDP-00000-00060, available at:
<https://www.countyofsb.org/3801/901903-Replacement-Pipeline-Project> (last
accessed Sept. 12, 2023).

1 In February 2024, PPC finalized an agreement with Sable, which now owns
2 the Pipeline through its ownership of PPC. Sable and PPC are the Settling Parties to
3 the Settlement Agreement, and Sable is responsible for paying the \$70 million
4 Settlement Fund.

5 **B. Discovery**

6 The case has required extensive discovery. Plaintiffs have propounded
7 document requests, interrogatories, and requests for admission on both Plains and
8 PPC. Nelson Decl. ¶ 6. All told, the parties collectively produced over 1.4 million
9 pages of documents (inclusive of documents from the parallel *Andrews* action
10 deemed produced in this action) and there were over twenty depositions taken
11 regarding those documents. *Id.*

12 The careful review of the documents produced in discovery informed the
13 expert work in this case. Expert discovery commenced prior to the sale of the
14 Pipeline to PPC and PPC's joinder to the case as a Defendant. Prior to PPC's
15 joinder as a Defendant, Plaintiffs retained four testifying experts who each
16 submitted expert reports. *Id.* ¶ 7. Plains submitted seven expert reports. *Id.* After
17 PPC was joined to the action, this Court adjusted the expert discovery schedule as
18 to the claims PPC assumed. Dkt. 228. Thereafter, Plaintiffs submitted three expert
19 reports and three rebuttal reports regarding the PPC claims. PPC retained two
20 testifying experts who each submitted a report and a rebuttal report. *Id.* ¶ 8. Each of
21 Plaintiffs' experts were deposed. *Id.*

22 **C. Summary Judgment and Consent Order**

23 On April 9, 2020, Plains filed a motion for partial summary judgment on
24 Plaintiffs' certified claims, which Plaintiffs opposed with extensive evidence. Dkts.
25 109, 118–124-11. The Court denied Plains' motion without prejudice. Dkt. 128.

26 After seven years of litigation, PPC withdrew its applications to replace the
27 Pipeline and agreed that it would not construct a replacement pipeline without
28

1 securing new permanent easements. Accordingly, the Court granted Judgment in
2 Plaintiffs' favor on Claims One, Two, Three, and Ten in 2023. Dkt. 282.

3 That same year, PPC filed another motion for partial summary judgment, this
4 time as to the remaining certified claim, Claim 15. Dkt. 267. Plaintiffs prepared a
5 near-final draft of their opposition, but given the parties' advanced settlement
6 discussions, they agreed to hold the motion in abeyance. Dkt. 298.

7 **D. Mediation and Settlement**

8 The proposed Settlement is the product of arm's length negotiations spanning
9 many years. Nelson Decl. ¶ 9. Plaintiffs attempted to resolve this case relatively
10 early on but to no avail. *Id.* Plaintiffs and Plains met for a two-day, in-person
11 mediation session with mediators the Hon. Layn Phillips (Ret.) and Robert
12 Fairbank, on October 5 and 6, 2016. Dkt. 64; Nelson Decl. ¶ 9. That mediation
13 effort continued through 2018 and included several additional day-long sessions
14 with Mr. Fairbank. *Id.*

15 Years later, Plaintiffs and PPC participated in a mediation of the PPC Claims
16 on July 20, 2023, overseen by Robert A. Meyer, Esq. of JAMS. Dkt. 243; Nelson
17 Decl. ¶ 10. The parties did not reach agreement at that mediation, but made some
18 progress. *Id.* The parties, including Sable, continued to negotiate intensively over
19 the next six months to reach agreement on the key deal points, and traded draft term
20 sheets. *Id.* The parties continued to negotiate numerous material terms and the full
21 Agreement (with exhibits), which was finally executed on March 26, 2024. *See*
22 Dkt. 297.

23 **E. The Settlement Terms**

24 The proposed Settlement delivers significant value to Settlement Class
25 members: (i) \$70 million in non-reversionary cash compensation which, less fees,
26 costs, and expenses, is available to Settlement Class members through direct
27 payments without the need for a claims process; (ii) the automatic recording of the
28 Easement Notice on Class Properties, bringing resolution and clarity to the scope of

1 the right-of-way grants on the Class Properties, while permitting Settling Parties to
2 make repairs to restart the Pipeline; (iii) a commitment by Settling Parties to
3 maintain and operate the Pipeline pursuant to the previously negotiated Consent
4 Decree to which Plains was a party, including use of any safety technologies
5 required by the decree; and (iv) a commitment by Settling Parties to make
6 reasonable efforts to pursue regulatory approval of the installation of automatic
7 shutoff valves. Settlement ¶ 5.2, Ex. G.

8 **1. Settlement Class Definition**

9 The proposed Settlement Class is:

10 All owners of real property, other than those excluded in Paragraph 3.2 of the
11 Agreement, through which Line 901 and/or Line 903 passes pursuant to
12 Right-of-Way Grants, and the owner(s) of APN No. 133-070-004, for which
13 land rights were initially conveyed via condemnation rather than through a
14 Right-of-Way Grant, other than those Persons excluded in Paragraph 3.2.
15 The real property parcels through which Line 901 and/or Line 903 passes, as
16 described above, are set forth in Exhibit A. For avoidance of doubt, the
17 Settlement Class includes the classes and subclass certified by the Court’s
18 January 28, 2020, and November 1, 2023 orders in their entirety, as well as
19 any other Persons (if any such other Persons exist) included in the definition
20 in this Paragraph.

21 SA ¶ 3.1. The Class Properties include 183 parcels owned by 86 landowners. Dkt.
22 250 at 12.

23 **2. Settlement Fund and Class Member Payments**

24 The \$70 million Settlement Fund will be funded in two payments. Within 10
25 days of preliminary approval, Sable will pay \$35 million to a qualified settlement
26 fund (the “Initial Payment”), which will be available for payment to class members
27 upon the Court’s final approval of the settlement and expiration of the deadline for
28 appeals. Simultaneously, Sable will provide the Settlement Class a Letter of Credit
for an additional \$35 million. The Letter of Credit can be drawn upon the earlier of
(a) one-hundred and eighty-two calendar days following the restart of the Pipeline,
(b) the date Sable pays ExxonMobil under the terms of its Purchase Agreement to
restart of the Pipeline, or (c) in no event later than June 30, 2025 (the “Final

1 Payment”). The Letter of Credit will be issued by a federally-insured bank to ensure
2 its security.

3 The Initial Payment of \$35 million will fund notice and administration costs
4 and fund the Temporary Construction Easement (“TCE”) Fund of up to \$2 million.
5 To the extent a Class Property is subject to repair or valve construction work, it will
6 be entitled to a compensatory payment under the TCE Fund even before the
7 Effective Date of the Settlement, or potentially for payment under the Initial
8 Payment. Class Members need not refund TCE Payments if the Settlement is not
9 approved.

10 The Settlement will provide each Class Property with an “Allocation Share.”
11 Based on estimated fee and cost assumption, and that no Properties are opted out,
12 Class Counsel estimate a minimum per-Property Allocation Share of \$50,150, with
13 median payments of approximately \$90,000 and average payments of \$230,000
14 (which reflects the broad range of property values within the Class).⁸ These
15 Allocation Share payments to Class Members will be in two installments, the first
16 when the Settlement is effective, and the second dependent upon when the Letter of
17 Credit can be drawn upon. Thus, Settlement Class members will not have to wait
18 for the Final Payment in order to receive a portion of their Allocation Shares.

19 **3. Clarification of Rights of Way**

20 In exchange for these payments and commitments, Settlement Class
21 members agree to release their claims and to certain clarifications of their right-of-
22 way grants. Specifically, the Class Members agree that the grantees are permitted to
23 repair and operate the Pipeline and install automatic shutoff valves should
24 regulators allow them. Further, the Class agrees to language clarifying the
25 circumstances under which any automatic termination clauses are triggered. The
26 Class further agrees that Settling Parties may record notice of this Settlement
27 _____

28 ⁸ These numbers are estimates based on various assumptions, including relating to
the amount of attorneys’ fees that the Court will approve for Class Counsel.

1 Agreement to ensure record and constructive notice of the easement clarifications.
2 *See* Nelson Decl., Exhibit 1-B (Easement Notice). As a part of the Settlement,
3 neither Settling Parties nor any future grantee may replace the Pipeline without first
4 obtaining new easements.

5 **4. Pipeline Safety**

6 The Settlement further commits Sable and PPC to abide by all of the terms of
7 the Consent Decree that apply to them. *See* SA ¶ 5.2, Ex. G.⁹ Further, Settling
8 Parties commit to make reasonable efforts to obtain approval to install automatic
9 shutoff valves throughout the Pipeline. SA ¶ 5.2. These commitments will help
10 ensure that the Pipeline is restored using the best available technologies and re-
11 opened and maintained in a manner designed to prevent future ruptures and spills.

12 **5. Settlement Administration**

13 The proposed Settlement Administrator—JND Legal Administration—was
14 selected through a competitive bidding process. JND’s bid was the lowest, and it is
15 a well-known firm that has successfully administered numerous class settlements
16 and judgments, including other settlements related to this oil spill. *See* the
17 concurrently-filed Declaration of Gina Intrepido-Bowden ¶¶ 8–9. The Settlement
18 Fund will pay the fees and costs of the Settlement Administrator to implement the
19 notice program, administer payment distributions, including the TCE Fund, and
20 perform the other administrative tasks described in the Settlement. JND estimates
21 that these costs will range from approximately \$30,000 to \$50,000. *Id.* ¶ 16. These
22 estimates are reasonable and necessary to ensure Settlement Class members are
23 paid in a timely and efficient manner and that the Settlement Fund is appropriately
24 maintained.

25
26
27 _____
28 ⁹ The Consent Decree is already in place but was signed only by Plains. While it also applies to Plains’ successors, the Settlement explicitly references Sable’s and PPC’s obligations to abide by the decree.

1 **6. Attorneys’ Fees and Expenses**

2 Settlement Class Counsel will apply to the Court for an award of reasonable
3 attorneys’ fees and costs. Per the Settlement Agreement, Class Counsel have agreed
4 that they will not seek a fee in excess of thirty-three percent (33%) of the
5 Settlement Fund, in addition to their reasonable case expenses. Any attorneys’ fees
6 and reimbursement of reasonable expenses granted by the Court will be paid from
7 the Settlement Fund. SA ¶ 7.1. Fees will be paid in two installments, the second
8 installment being when the Plaintiffs can draw upon the Letter of Credit. Nelson
9 Decl., Exhibit 4 (Plan of Allocation) ¶ 39.

10 **II. LEGAL STANDARD**

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

16 *First*, the court must make a “preliminary fairness determination” that it is
17 likely to “approve the proposal under Rule 23(e)(2).” Fed. R. Civ. P. 23(e)(1)(B)(i).
18 *In re Chrysler-Dodge-Jeep Ecodiesel Mktg., Sales Pracs., & Prods. Liab. Litig.*,
19 2019 WL 536661, at *7-8 (N.D. Cal. Feb. 11, 2019). *Second*, the court must direct
20 notice to the proposed settlement class, describing the terms of the proposed
21 settlement and the definition of the class, to give class members an opportunity to
22 object to or to opt out of the proposed settlement. *See* Fed. R. Civ. P. 23(c)(2)(B);
23 Fed. R. Civ. P. 23(e)(1), (5). *Third*, after a fairness hearing, the court may grant
24 final approval to the proposed settlement on a finding that the settlement is fair,
25 reasonable, and adequate. Fed. R. Civ. P. 23(e)(2).

26 **III. ARGUMENT**

27 A court should preliminarily approve a settlement and direct notice to the
28 class if it finds that it is likely to approve the settlement as “fair, reasonable, and

1 adequate.” Fed. R. Civ. P. 23(e)(1)(B)(i); (e)(2). Rule 23 sets out the “primary
2 procedural considerations and substantive qualities that should always matter to the
3 decision whether to approve the proposal.” Fed. R. Civ. P. 23(e)(2), 2018 adv.
4 comm. note. These include whether “(A) the class representatives and class counsel
5 have adequately represented the class; (B) the proposal was negotiated at arm’s
6 length; (C) the relief provided for the class is adequate . . . ; and (D) the proposal
7 treats class members equitably relative to each other.” Fed. R. Civ. P. 23(e)(2).¹⁰ As
8 explained below, the proposed Settlement easily satisfies these requirements.

9 **A. Proposed Settlement Class Representatives and Settlement Class**
10 **Counsel zealously represented the Settlement Class.**

11 The Court must first consider whether “the class representatives and class
12 counsel have adequately represented the class.” Fed. R. Civ. P. 23(e)(2)(A).

13 As detailed above, Class Counsel vigorously prosecuted this action, and
14 brought to bear their years of experience in class action and environmental
15 litigation. Class Counsel diligently pursued fact and expert discovery critical to this
16 successful outcome. *Supra* § I.B. Class Counsel also managed the extensive motion
17 practice required by this case: overcoming Plains’ motion to dismiss, maintaining
18 eleven of thirteen claims (Dkt. 80); successfully certifying a Class virtually
19 identical to the proposed Settlement Class (Dkt. 100); successfully pivoting to
20 modify the Class to guard against PPC’s new pipeline repair strategy (Dkt. 258);
21 obtaining a Consent Judgment against the plan to replace the pipeline (Dkt. 282),
22 and defeating Plains’ summary judgment motion (Dkt. 128). That the case had
23 survived motions to dismiss, class certification, summary judgment, and was set for
24 a trial just a few months away, together indicate that this case was zealously

25 ¹⁰ The amended Rule 23(e)(2) “overlap[s]” with and “substantively track[s]” the
26 Ninth Circuit’s test for evaluating a settlement’s fairness. *Loomis v. Slendertone*
27 *Distrib., Inc.*, 2021 WL 873340, at *4 n.4 (S.D. Cal. Mar. 9, 2021); *Greer v. Dick’s*
28 *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. *See*
Campbell v. Facebook, Inc., 951 F.3d 1106, 1121 (9th Cir. 2020) (summarizing
factors).

1 litigated. *See generally Valenzuela v. Walt Disney Parks & Resorts U.S., Inc.*, 2019
2 WL 8647819, at *6 (C.D. Cal. Nov. 4, 2019); *Hefler v. Wells Fargo & Co.*, 2018
3 WL 6619983, at *6 (N.D. Cal. Dec. 18, 2018) (class counsel “vigorously
4 prosecuted this action through dispositive motion practice, extensive initial
5 discovery, and formal mediation”).

6 The Class Representatives were actively engaged in the case. Each preserved
7 and collected numerous documents, sat for a deposition, and regularly
8 communicated with Class Counsel, up to and including evaluating and approving
9 the proposed Settlement. Nelson Decl. ¶ 11. Their interests are aligned and
10 coextensive with those of absent Settlement Class members, as is the relief they
11 stand to receive.

12 **B. The Settlement is the product of good-faith, informed, and arm’s-**
13 **length negotiations.**

14 This Settlement is the product of intensive, prolonged negotiations between
15 experienced attorneys familiar with complex class action litigation and the legal and
16 factual issues in this case. These arm’s-length discussions, overseen by experienced
17 and highly respected mediators, support approval. *See* Fed. R. Civ. P. 23(e)(2)(B);
18 *see also In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935, 949 (9th Cir.
19 2011) (noting factors relevant to the analysis of collusiveness, including the
20 presence of a disproportionate fee award, clear sailing agreement, or “kicker”
21 causes reverting money to the defendant).

22 This proposed Settlement does not present any signs of collusion identified in
23 *Bluetooth*. No portion of the Settlement Fund will revert to the Settling Parties or
24 their insurers. Class Counsel will apply for an award of attorneys’ fees of up to 33
25 percent of the Settlement Fund, plus reimbursement of their expenses. Nelson Decl.
26 ¶ 14. This award will be “separate from the approval of the Settlement, and neither
27 [Plaintiffs nor Class Counsel] may cancel or terminate the Settlement based on this
28

1 Court’s or any appellate court’s ruling with respect to attorneys’ fees.” *Cheng*
2 *Jiangchen v. Rentech, Inc.*, 2019 WL 5173771, at *6 (C.D. Cal. Oct. 10, 2019).

3 Additionally, as noted, the parties engaged in vigorous and contested
4 settlement negotiations with the aid of Hon. Layn Phillips (Ret.), Robert Fairbank,
5 and Robert A. Meyer, Esq., who are all “experienced mediators.” *Baker v.*
6 *SeaWorld Ent., Inc.*, 2020 WL 4260712, at *6 (S.D. Cal. July 24, 2020); *Soto v.*
7 *Diakon Logistics (Del.), Inc.*, 2015 WL 13344896, at *3 (S.D. Cal. Feb. 5, 2015);
8 Nelson Decl. ¶¶ 9–10.

9 In sum, this Settlement is the result of strenuous, arm’s-length settlement
10 negotiations, following years of hard-fought litigation.

11 **C. The Settlement provides substantial relief to all Settlement Class**
12 **members.**

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

19 **1. The Settlement provides significant benefits to the**
20 **Settlement Class in light of the costs, risks, and delay of trial**
21 **and appeal.**

22 The \$70 million Settlement represents a substantial benefit to the Class,
23 which includes only 86 separate landowners of record. Moreover, each Class
24 Property, of which there are 183, will be allocated at least \$50,150, with expected
25 median payments of approximately \$90,000 and average payments of \$230,000, net
26 of all anticipated fees and costs. These large payments are especially notable given
27 that the Pipeline is already on each Class Property. In addition, the Settlement
28 ensures that grantees cannot build a second pipeline without first obtaining new

1 easements, brings clarity to easement terms, and adds and reinforces important
2 safety commitments.

3 The Settlement is also impressive in light of the substantial litigation risks the
4 Class faced during almost nine years of litigation. PPC and Plains vigorously
5 contested their rights under the easements, which turned on unique contract
6 interpretation issues as well as technical disputes over the meaning of pipeline
7 operation and maintenance. Indeed, PPC filed a motion for summary judgment on
8 Claim 15 (Dkt. 267), arguing that none of the easements had terminated, relying
9 upon complex expert proof on these very topics. PPC also raised arguments
10 regarding forum-selection clauses and notice-and-cure provisions present in certain
11 easements.

12 Even assuming a win on liability, Plaintiffs' lawsuit for declaratory relief
13 would have been no guarantee of damages, which instead would have likely
14 depended on follow-on negotiations or condemnation proceedings. Assuming the
15 Class members got that far, they would have faced stiff challenges to their
16 valuations, because establishing the scope of severance damages for a property
17 where a pipeline already exists (and is largely underground and out of sight) is both
18 novel and difficult.

19 While Class Counsel were prepared to prosecute the case despite these
20 challenges, as they have repeatedly done in the face of other case-dispositive
21 challenges, PPC's success on any one of these issues could have undermined the
22 viability or worth of Plaintiffs' case. In light of the myriad challenges and years of
23 delay the Class members would have each faced in obtaining their claimed
24 damages—essentially requiring them to run the table on complex issues of contract
25 interpretation through trial and appeal, and then potentially also condemnation
26 proceedings to follow—the Settlement marks an extraordinary achievement.

27 Finally, experienced counsel's support for the proposed Settlement also
28 weighs in favor of preliminary approval. *See Cheng Jiangchen*, 2019 WL 5173771,

1 at *6 (“The recommendation of experienced counsel carries significant weight in
2 the court’s determination of the reasonableness of the settlement.”) (citation
3 omitted). This is especially true given that extensive discovery and motion practice
4 allowed both sides to gain “a good understanding of the strengths and weaknesses
5 of their respective cases,” reinforcing “that the settlement’s value is based [on] . . .
6 adequate information.” 4 *Newberg & Rubenstein on Class Actions* (6th ed.)
7 (“*Newberg*”), § 13:49. Here, Class Counsel strongly support the proposed
8 Settlement. *See generally* Nelson Decl. ¶ 13.

9 **2. The Settlement benefits will be distributed directly to**
10 **Settlement Class members through a simple process.**

11 The proposed Settlement proceeds will be paid directly to Settlement Class
12 members, without the need for a typical claims process. The amount of each Class
13 Member’s recovery is determined through a fair and straightforward methodology
14 that is described in detail in the Plan of Allocation. *See also* § III.A., *infra*
15 (describing proposed Plan). Since the Settlement Class has already been identified
16 to contain 183 property parcels of record, Settlement Class members need not
17 submit any information or proof of ownership to verify their entitlement to the
18 proceeds. Instead, property ownership records are available through public and
19 third-party sources. Accordingly, the Settlement readily satisfies Rule
20 23(e)(2)(C)(ii)’s requirement that settlement funds be distributed “in as simple and
21 expedient a manner as possible.” *Hilsley v. Ocean Spray Cranberries, Inc.*, 2020
22 WL 520616, at *7 (S.D. Cal. Jan. 31, 2020) (quoting *Newberg* § 13:53).

23 **3. Class Counsel will seek reasonable attorneys’ fees and**
24 **expenses.**

25 The terms of Class Counsel’s “proposed award of attorney’s fees, including
26 timing of payment,” are also reasonable. *See* Fed. R. Civ. P. 23(e)(2)(C)(iii). Class
27 Counsel will move the Court for an award of attorneys’ fees of up to 33% of the
28

1 \$70 million Settlement Fund, plus reimbursement of reasonable litigation costs.
2 Nelson Decl. ¶ 14.

3 While “[c]ourts typically calculate 25% of the fund as the ‘benchmark’ for a
4 reasonable fee award,” they are empowered to adjust the award where there is an
5 “adequate explanation in the record of any ‘special circumstances,’” such as
6 “exceptional results for the class,” the “absence of supporting precedents,” and the
7 risk undertaken by Class Counsel. *Compare Bluetooth*, 654 F.3d at 942 (citations
8 omitted) with *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1048 (9th Cir. 2002)
9 (citations omitted). Courts in the Ninth Circuit “routinely” award fees that exceed
10 the 25 percent benchmark where these factors are present. *Beaver v. Tarsadia*
11 *Hotels*, 2017 WL 4310707, at *10 (S.D. Cal. Sept. 28, 2017); Minutes (in
12 Chambers), *Lopez v. The GEO Group, Inc.*, 14-cv-6639 (C.D. Cal. April 25, 2016),
13 Dkt. 74 (Gutierrez, J.) (awarding fee award of 33% of total recovery); *In re Pac.*
14 *Enters. Sec. Litig.*, 47 F.3d 373, 379 (9th Cir. 1995) (affirming fee award of 33% of
15 total recovery).

16 The exceptional results obtained for the Settlement Class, the absence of
17 supporting precedents in this type of litigation, and the risks undertaken over the
18 last eight years provide ample support for the anticipated fee request. That said,
19 Class Counsel’s actual fee request, whatever it is, will be supported by Class
20 Counsel’s formal motion and supporting documentation. Class Counsel will also
21 seek reimbursement of litigation expenses, such as the costs of expert witnesses,
22 depositions, document databases, and other routine litigation efforts. Nelson Decl.
23 ¶ 14.

24 Class Counsel will file their fee and expense application (along with
25 Plaintiffs’ request for service awards, discussed below) sufficiently in advance of
26 the objection deadline. Class Members will thus have the opportunity to comment
27 on or object to the fee application prior to the hearing on final settlement approval,
28

1 as the Ninth Circuit and Rule 23(h) require. *See In re Volkswagen “Clean Diesel”*
2 *Mktg., Sales Pracs. & Prods. Liab. Litig.*, 895 F.3d 597, 614–15 (9th Cir. 2018).

3 **D. The Proposed Plan of Allocation treats Settlement Class members**
4 **equitably relative to each other.**

5 Concurrent with this motion, Plaintiffs submit a Plan of Allocation to the
6 Court detailing how the monies will be distributed to Settlement Class members.
7 Nelson Decl., Exhibit 4. Each Property’s share is based on fair and transparent
8 criteria: first, the scope of any repair work, and second, the relative value of each
9 Property’s Pipeline easement and attendant severance damages, as calculated by
10 experienced experts. *In re Illumina, Inc. Sec. Litig.*, 2021 WL 1017295, at *4–5
11 (S.D. Cal. March 17, 2021) (approving plan of distribution that “correlates each
12 Settlement Class members’ recovery to . . . each Settlement Class member’s
13 Recognized Loss”).

14 First, the Agreement and Plan establish a Temporary Construction Easement
15 (“TCE”) Fund to compensate Settlement Class members for property access,
16 Pipeline repair work, which will also include any valve-related construction Settling
17 Parties need to complete prior to the Settlement’s Effective Date. Sable and PPC
18 have provided their current work plan to Class Counsel and will update Class
19 Counsel if the work plan evolves. The Settlement Administrator, in consultation
20 with Class Counsel, shall distribute payments from the TCE Fund (up to
21 \$2,000,000) subsequent to Preliminary Settlement Approval. Should timely
22 compensation require the distribution of more than \$2 million prior to the Effective
23 Date, the Plan calls for the parties to work in good faith to consider increases to the
24 allocation accordingly.

25 Second, each Class Property will be allocated a Base Payment of \$50,000.
26 Third, properties with automatic termination clauses (ATCs) will receive their pro
27 rata share of an ATC Fund, which is valued at one-third of Net Settlement Fund.
28 This allocation accounts for the fact that this subset of Properties had an additional

1 legal claim compared to non-ATC properties. Finally, each Property (ATC and non-
2 ATC alike) will receive its pro rata share of the remaining Net Settlement Funds.

3 These pro rata shares are measured by the properties' permanent easement¹¹
4 and severance damages,¹² as calculated by Plaintiffs' expert real estate economist,
5 in conjunction with property values negotiated with experts engaged by Defendants,
6 and thus are tied to the types of monetary recovery that could have been available to
7 Class Members had they succeeded in terminating the existing easements and
8 requiring Settling Parties to purchase new easements.

9 The end result is excellent: assuming no Properties opt out of the Settlement,
10 Class Counsel estimate that the per-Property Allocation Shares will be at least
11 \$50,150, with an estimated median payment of approximately \$90,000 and an
12 estimated average payment of \$230,000. These figures, in turn, reflect the broad
13 range of property values within the Class. In sum, the Plan of Allocation uses
14 transparent, objective, and fair criteria to equitably apportion Settlement Class
15 member payments.

16 Finally, Plaintiffs will request service awards of up to \$20,000 to compensate
17 the Class Representatives for the time and effort they spent pursuing the matter on
18 behalf of the Class, including participating in discovery and settlement. Nelson
19 Decl. ¶ 15. Service awards "are fairly typical in class action cases." *Rodriguez v.*
20 *W. Publ'g Corp.*, 563 F.3d 948, 958 (9th Cir. 2009); *see also Andrews v. Plains All*
21 *Am. Pipeline L.P.* ("Andrews"), 2022 WL 4453864, at *4 (C.D. Cal. Sept. 20,
22 2022); *Illumina*, 2021 WL 1017295, at *8 (granting \$25,000 service award); *In re*
23

24 ¹¹ Each property's permanent easement value is the product of the price per acre
25 value for its category, the area of its permanent easement, and a factor of 90%,
which reflects the ability to use the easement area.

26 ¹² Severance damages are the damages to the remainder of the property as a result
27 of the taking from the easement. Plaintiffs' experts used a uniform, Class-wide
28 severance percentage, except an enhanced percentage will be applied to Properties
that will receive new above-ground valve stations and whose rights-of-way do not
already permit such structures to be built.

1 *Wells Fargo & Co. S'holder Derivative Litig.*, 445 F. Supp. 3d 508, 534 (N.D. Cal.
2 2020) (granting \$25,000 service awards).

3 **E. Other Agreements Properly Supplement the Settlement**
4 **Agreement.**

5 Finally, Plaintiffs must identify any agreements “made in connection with the
6 proposal.” Fed. R. Civ. P. 23(e)(3); *see* Fed. R. Civ. P. 23(e)(2)(C)(iv). This
7 provision is aimed at “related undertakings that, although seemingly separate, may
8 have influenced the terms of the settlement by trading away possible advantages for
9 the class in return for advantages for others.” Fed. R. Civ. P. 23(e)(2), 2003 adv.
10 comm. note. Plaintiffs have entered into two side letters, neither of which make
11 any such trade-offs. The first is an agreement to ensure the restoration of property
12 following repair work. The second outlines the number of opt outs that would
13 allow Settling Parties to terminate the Settlement (submitted to the Court under
14 seal). *In re Online DVD-Rental Antitrust Litig.*, 779 F.3d 934, 948 (9th Cir. 2015)
15 (affirming that “the exact threshold, for practical reasons, was . . . confidential”).

16 * * *

17 For all the above reasons, the proposed Settlement is “fair, reasonable, and
18 adequate,” and the Court should authorize the parties to direct notice to the class.

19 **IV. The Court Will be Able to Certify the Proposed Settlement Class at**
20 **Final Approval.**

21 While the proposed Settlement resolves claims on behalf of the members of
22 the previously-certified Class (Dkt. 100, class certification), the parties slightly
23 altered the definition of the Settlement Class. Therefore, out of an abundance of
24 caution, the Court should certify the proposed Settlement Class for settlement
25 purposes only pursuant to Rule 23(e) because it meets the applicable prerequisites
26 of Rule 23(a) and (b). *Cf.* Fed. R. Civ. P. 23(e)(1), 2018 adv. comm. note;
27 *ODonnell v. Harris Cnty.*, 2019 WL 4224040, at *7 (S.D. Tex. Sept. 5, 2019)
28 (When “the proposed settlement [does not] call[] for any change in the class

1 certified, or of the claims, defenses, or issues regarding which certification was
2 granted,” the Court need not take any further action) (quoting Fed. R. Civ. P.
3 23(e)(1), 2018 adv. comm. note).

4 **A. The Rule 23(a) factors are readily satisfied.**

5 **Numerosity.** The proposed Settlement Class is functionally identical to the
6 Class the Court previously certified. Dkts. 100 at 11; 258 at 12. It still consists of
7 183 Class Properties owned by 86 class members, which meets the numerosity
8 requirement. *See* Fed. R. Civ. P. 23(a)(1); *Rannis v. Recchia*, 380 F. App’x 646,
9 650 (9th Cir. 2010) (When the number of class members exceeds 40, the
10 numerosity requirement is generally met.).

11 Moreover, the Settlement Class is clearly ascertainable because property
12 ownership is readily known through governmental records, and thus it is
13 administratively feasible “to ascertain whether an individual is a member.”
14 *O’Connor v. Boeing N. Am., Inc.*, 184 F.R.D. 311, 319 (C.D. Cal. 1998).

15 **Commonality.** “Federal Rule of Civil Procedure 23(a)(2) conditions class
16 certification on demonstrating that members of the proposed class share common
17 ‘questions of law or fact.’” *Stockwell v. City & Cnty. of S.F.*, 749 F.3d 1107, 1111
18 (9th Cir. 2014). The same common questions of fact and law the Court previously
19 identified still unify the Settlement Class, including whether grantees failed to
20 operate, use, and/or maintain the Pipeline, and if so, for how long; whether the
21 easements have terminated or been abandoned under California law; and whether
22 the right-of-way grants permit the installation of a second pipeline.

23 **Typicality.** For similar reasons, Plaintiffs’ claims are coextensive with those
24 of the absent Settlement Class members, and Rule 23(a)(3)’s typicality requirement
25 is satisfied. *See Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1020 (9th Cir. 1998).
26 Like the absent Settlement Class members, the Pipeline runs through each of the
27 Class Representatives’ properties and was installed on Plaintiffs’ properties
28 according to the right-of-way grants. As such, typicality is met.

1 **Adequacy.** Rule 23(a)(4)’s adequacy requirement is met where, as here, “the
2 representative parties will fairly and adequately protect the interests of the class.”
3 Fed. R. Civ. P. 23(a)(4). As the Court has already determined: (1) the named
4 plaintiffs and counsel have no conflicts with the class; and (2) plaintiffs will
5 continue to protect the Settlement Class’s interests in overseeing the Settlement
6 administration. The Class Representatives seek efficient administration of the
7 Settlement, and have reviewed and uniformly endorse the terms of the Settlement.
8 Nelson Decl. ¶ 11. Further, Class Counsel are highly experienced and have been
9 found adequate by this Court. Dkt. 100 at 13; *see also* Civil Minutes at 27 and
10 Notice of Appearance of Nimish R. Desai, *Andrews*, 15-cv-4113 (C.D. Cal.), Dkts.
11 257 at 27 and 457 (“The Court thus finds that the proposed class representatives
12 and counsel can fairly and adequately represent a proposed class of plaintiffs in this
13 matter under Rule 23(a)(4).”).

14 **B. The Settlement Class satisfies Rule 23(b)(3).**

15 Rule 23(b)(3) requires that “questions of law or fact common to class
16 members predominate over any questions affecting only individual members.” Fed.
17 R. Civ. P. 23(b)(3). Here, “common questions present a significant aspect of the
18 case and they can be resolved for all members of the class in a single adjudication,”
19 and, therefore, “there is clear justification for handling [and resolving] the dispute
20 on a representative rather than on an individual basis.” *Hanlon*, 150 F.3d at 1022
21 (citation omitted). The common language in the easements paired with the common
22 course of conduct by Plains and its successors is central to Plaintiffs’ claims.
23 Common, unifying questions include, for example: whether Plains’ failure to
24 maintain and operate the Pipeline caused the right-of-way grants to terminate;
25 whether Plains’ conduct constituted an intent to abandon the easements; and if the
26 right-of-way grants are enforceable, whether Settling Parties’ construction plan
27 would interfere with the class’s use and enjoyment of their properties.
28

1 Rule 23(b)(3) also requires that “a class action is superior to other available
2 methods for fairly and efficiently adjudicating the controversy.” Fed. R. Civ. P.
3 23(b)(3). Here, class treatment is far superior to the litigation of 183 individual
4 claims. Additionally, the monetary recoveries achieved by the Settlement could
5 only be obtained through a successful declaratory relief action followed by
6 individual condemnation proceedings, a process that would take many years.
7 Further, the potential for inconsistent rulings and results, especially given the issues
8 surrounding the interpretation of these contracts from the 1980s, favor class-wide
9 resolution over other means of adjudication. Here, the proposed Settlement resolves
10 the Settlement Class’s claims all at once. Thus, superiority is readily met here, and
11 Rule 23(e)(1)(B)(ii) is satisfied.

12 * * *

13 Accordingly, Plaintiffs respectfully submit that the Court will “likely be able
14 to . . . certify the class for purposes of judgment on the proposal.” Fed. R. Civ. P.
15 23(e)(1)(B)(ii).

16 **V. The Proposed Notice Program Provides the Best Notice Practicable to**
17 **the Proposed Class.**

18 Rule 23(e)(1) requires that before a proposed settlement may be approved,
19 the Court “must direct notice in a reasonable manner to all class members who
20 would be bound by the proposal.” Fed. R. Civ. P. 23(e)(1)(B). For a Rule 23(b)(3)
21 settlement class, the Court must “direct to class members the best notice that is
22 practicable under the circumstances, including individual notice to all members
23 who can be identified through reasonable effort.” Fed. R. Civ. P. 23(c)(2)(B).
24 “Notice is satisfactory if it ‘generally describes the terms of the settlement in
25 sufficient detail to alert those with adverse viewpoints to investigate and to come
26 forward and be heard.’” *See Khoja v. Orexigen Therapeutics, Inc.*, 2021 WL
27 1579251, at *8 (S.D. Cal. Apr. 22, 2021) (citations omitted); *see also* “Notices from
28

1 the Court to the Class,” § 21.31, Fed. Judicial Ctr., *Manual for Complex Litig.*
2 (2004) (listing relevant information).

3 The proposed notice here readily meets the Rule 23 standard, as well as
4 relevant guidance. The notice plan was designed with JND Legal Administration,
5 an experienced firm specializing in notice in complex class action litigation.
6 Intrepido-Bowden Decl. ¶¶ 6–9, 11, 39. As the Settlement Class is a small,
7 identifiable group, the principal method of reaching Settlement Class members will
8 be through direct, individual notice, consisting of both mail notice (long-form
9 notice) and individual email notice where email contact information is available.
10 *See id.* ¶ 19. Each notice conveys the structure of the Settlement and is designed to
11 capture Settlement Class members’ attention with concise, plain language. *Id.* ¶ 31.
12 The Long Form Notice includes an overview of the litigation; an explanation of the
13 Settlement benefits; a brief description of the reason for Settlement; contact
14 information for Settlement Class Counsel; instructions on how to access the case
15 docket; and detailed instructions on how and by when to object to or opt out of the
16 Settlement. *Id.* ¶ 20. The email notice program was designed specifically to avoid
17 spam filters and to be easily read across all formats, including mobile. *Id.* ¶ 30.

18 Direct notice will be supplemented with publication notice in prominent local
19 newspapers of each county where Settlement Class members reside and a popular
20 online newspaper, Noozhawk.com. *Id.* ¶ 33, Exhibit D (Digital Ad Banner). *Id.*
21 ¶ 34. Finally, JND will operate a Settlement Website with all relevant documents
22 and a toll-free telephone number for an interactive voice recording to request
23 additional information. *Id.* ¶¶ 35–38. Based on her considerable experience, Ms.
24 Intrepido-Bowden concludes the Notice Program is the “best notice practicable”
25 and is “consistent with other similar court-approved best notice practicable notice
26 programs.” *Id.* ¶ 41.

27 Class Counsel selected JND after seeking bids from other providers, and
28 chose JND based on the quality of its proposal, competitive price, and track record,

1 which includes the parallel *Andrews* action and the *Deepwater Horizon* case. *See*
2 Nelson Decl. ¶ 16; *see also* Intrepido-Bowden Decl. ¶ 8.

3 Plaintiffs respectfully request that the Court appoint JND as Settlement
4 Administrator and direct it to issue notice.

5 **VI. The Court Should Schedule a Fairness Hearing and Related Dates.**

6 As set forth in the Proposed Order, the parties respectfully propose the
7 following schedule.

Event	Date
Notice to be Completed (“Notice Date”)	30 days after Preliminary Approval Order
Opt-Out Deadline	45 days after Notice Date
Motions for Final Approval of Settlement, Plan of Allocation, and Attorneys’ Fees and Expenses, and Service Awards	35 days before Fairness Hearing
Objection Deadline	25 days before Fairness Hearing
Reply Memoranda in support of Final Approval, Plan of Allocation, Attorneys’ Fees and Expenses, and Service Awards	14 days before Fairness Hearing
Fairness Hearing	(at least 90 days after Notice Date)

20 **CONCLUSION**

21 For the foregoing reasons, Plaintiffs respectfully request that the Court grant
22 Plaintiffs’ motion to preliminarily approve the settlement. A proposed Preliminary
23 Approval Order is attached.

24
25 Dated: April 9, 2024

LIEFF CABRASER HEIMANN &
BERNSTEIN, LLP

27 By: /s/ Robert J. Nelson

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CERTIFICATE OF COMPLIANCE

The undersigned, counsel of record for Plaintiffs and the Class, certifies that this brief contains XXXX words, which complies with the word limit of L.R. 11-6.1.

/s/ Robert J. Nelson

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15 *Attorneys for Plaintiffs and the Class*

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

20 GREY FOX, LLC, et al.,
21 Plaintiffs,
22 v.
23 PLAINS ALL AMERICAN
PIPELINE, L.P. et al.,

24
25 Defendants.

Case No. 2:16-cv-03157-PSG-JEM

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

Hearing Date: May 10, 2024
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 Stipulation and
8 Agreement of Settlement (“Settlement”).

9 3. Attached as Exhibit 2 is the Property Restoration Side Letter.

10 4. Attached as Exhibit 3 is the Opt-Out Threshold Side Letter (lodged
11 under seal). *See* Dkt. 301.

12 5. Attached as Exhibit 4 is a true and correct copy of the proposed Plan
13 of Allocation.

14 6. Plaintiffs propounded document requests, interrogatories, and requests
15 for admission on both Plains and PPC. To date, the documents produced for this
16 litigation totaled 1,403,036 pages. Of those documents, approximately 38,471 pages
17 were produced by Plains All American Pipeline, L.P., and its incorporated
18 association, Plains Pipeline, L.P. (collectively “Plains”) and Pacific Pipeline
19 Company (“PPC”) as part of this action. Additionally, the documents that Plains
20 produced in the parallel *Andrews* action have been deemed produced in this action,
21 and those documents total approximately 1,355,131 pages. There were over twenty
22 depositions taken regarding these documents.

23 7. Prior to PPC’s joinder as a Defendant, Plaintiffs retained four
24 testifying experts who each submitted expert reports. Plains submitted seven expert
25 reports.

26 8. After PPC joined the case, Plaintiffs submitted three expert reports and
27 three rebuttal reports regarding the PPC claims. PPC retained two testifying experts
28

1 who each submitted a report and a rebuttal report. Each of Plaintiffs' experts were
2 deposed.

3 9. The proposed Settlement is the product of arm's length negotiations
4 spanning many years. Plaintiffs attempted to resolve this case relatively early on but
5 to no avail. Plaintiffs and Plains sought to mediate this case in 2016. The parties
6 first met for an in-person mediation session with Hon. Layn Phillips (Ret.) and
7 Robert Fairbank, both experienced mediators, on October 5, 2016. That mediation
8 effort continued through 2018, punctuated by several day-long sessions with Mr.
9 Fairbank. This mediation effort was unsuccessful, and the parties continued to
10 litigate.

11 10. Plaintiffs and PPC began a second mediation effort with respect to the
12 PPC Claims on July 20, 2023. This mediation was overseen by Robert A. Meyer,
13 Esq. of JAMS. *See* Dkt. 243. Plains did not participate in this mediation. While the
14 parties did not reach agreement at that mediation, they made some progress. The
15 parties, including Sable, continued negotiations over the next six months, reaching
16 agreement on key deal points and trading draft terms sheets. The parties continued
17 to negotiate numerous material terms and the full Agreement (with exhibits), which
18 was finally executed on March 26, 2024. *See* Dkt. 297.

19 11. The Class Representatives have been actively engaged throughout this
20 litigation. Each preserved and collected documents and electronic information
21 related to their claims, worked with Class Counsel to prepare responses to detailed
22 Interrogatories, sat for a deposition, actively monitored the progress of the
23 litigation, and worked with Class Counsel to review and evaluate the terms of the
24 proposed Settlement Agreement. The Class Representatives uniformly endorse the
25 terms of the Settlement.

26 12. This case was scheduled for a trial beginning on May 9, 2024. *See* Dkt.
27 230.

28

1 13. In my judgment, given that fact and expert discovery had been
2 completed, legal questions briefed, and the case readied for trial, this case is now
3 fully mature. As a result, Class Counsel are able to fairly judge the strengths and
4 weaknesses of the case. Based on that analysis, it is my judgment and the judgment
5 of my fellow Class Counsel that the proposed Settlement is fair, reasonable, and
6 adequate, and that the proposed resolution is in the Class’s best interest.

7 14. Class Counsel will seek a fee in an amount that is no greater than 33
8 percent of the total value of the Settlement Fund, as well as reimbursement of
9 reasonable litigation expenses, such as the costs of expert witnesses, depositions,
10 document databases, and other routine litigation efforts.

11 15. Plaintiffs will request service awards up to \$20,000 to compensate the
12 Class Representatives for the time and effort they spent pursuing the matter on
13 behalf of the Class, including overseeing the case, participating in deposition and
14 other discovery, and reviewing this Settlement.

15 16. After Plaintiffs and the Settling Parties reached a settlement in
16 principle, Class Counsel reached out to some of the nation’s leading class action
17 notice providers and settlement administrators. After evaluating competing bids,
18 proposals, and track records, Class Counsel chose JND Legal Administration to
19 recommend for appointment as the Settlement Administrator. Class Counsel chose
20 JND Legal Administration based on the quality of its proposal, competitive price,
21 and track record, which includes the parallel *Andrews* action and the *Deepwater*
22 *Horizon* case.

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

25 Executed this 9th day of April, 2024, in City and County of San Francisco,
26 State and Northern District of California.

27
28

/s/ Robert J. Nelson

EXHIBIT 1

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

*Grey Fox, LLC et al. v. Plains All
American Pipeline, L.P. et al.*

No. CV 16-03157 PSG (JEM)

Honorable Philip Gutierrez

STIPULATION AND AGREEMENT OF SETTLEMENT

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I. This settlement agreement (“Agreement” or “Settlement Agreement”) is made and entered into between and among the following Parties: (1) Court-appointed Lead Plaintiffs and Class Representatives Grey Fox, LLC; MAZ Properties, Inc.; Bean Blossom, LLC; Winter Hawk, LLC; Mark Tautrim, Trustee of the Mark Tautrim Revocable Trust; and Denise McNutt (“Class Representatives” or “Plaintiffs”), on behalf of themselves and the Court-certified Settlement Class (as defined in Section III); (2) the entity currently known as Pacific Pipeline Company (“PPC”), a defendant in the Action; and (3) Sable Offshore Corp., as successor by merger of Sable Offshore Holdings LLC and Flame Acquisition Corp.), a Delaware corporation (“Sable,” and collectively with PPC, “Settling Parties”). The Agreement is intended to fully, finally and forever resolve, discharge and settle the PPC Claims (defined below) in the lawsuit styled *Grey Fox, LLC et al. v. Plains All American Pipeline, L.P. et al.*, Case No. 16-cv-03157 PSG (JEM), pending in the United States District Court for the Central District of California (the “Action”) and all matters raised or that could have been raised therein, subject to the terms and conditions set forth below as well as approval by the Court. Capitalized terms shall have the meaning ascribed to them in Section II hereof, to the extent such terms are defined therein.

II. Sable is solely responsible for payment of the Settlement Amount and the only entity with financial responsibility at any time for any obligations or liability under this Agreement.

III. Any reference to “PPC” as a “Settling Party” herein is a reference to the entity owned by Sable upon closing of the Purchase Agreement as defined in Section II below. PPC (whether owned by Sable or any other entity) has no financial obligations or liability under the terms of this Agreement, and is not responsible for payment of the Settlement Amount.

IV. Mobil Pacific Pipeline Company, Mobil Pipe Line Company, Mobil International Petroleum Corporation, Mobil Corporation, ExxonMobil Pipeline Company, and Exxon Mobil Corporation (“ExxonMobil”) and these entities’ past, present, and future employees, officers, directors, shareholders, owners, partners, members, joint venturers, managers, representatives, adjusters, attorneys, agents, consultants, insurers, excess insurers, reinsurers, indemnitors, contractors, employers, affiliates, divisions, partnerships, independent contractors, servants, parents, subsidiaries, related entities, predecessors, successors, assignors, assignees (collectively “ExxonMobil Affiliates”) have no obligations or liability whatsoever under this Settlement Agreement and are not obligated to pay the Settlement Amount. In the event of a breach related to the payment of the Settlement Amount, Plaintiffs agree and covenant not to seek the Settlement Amount from ExxonMobil

or PPC. Plaintiffs further covenant and agree not to seek to encumber ExxonMobil, ExxonMobil Affiliates, or PPC assets, or any of the assets that are the subject of the Purchase Agreement, related to any breach related to the payment of the Settlement Amount.

V. The limitations described in these Paragraphs II-V apply at all times, including if the Las Flores Pipeline System formerly known as Plains' Line 901 and 903 (the "Pipeline") or any other assets that are the subject of the Purchase Agreement revert in the future to any ExxonMobil Affiliates.

I. RECITALS

1.1. WHEREAS, on May 6, 2016, Plaintiffs filed this Action against Plains All American Pipeline, L.P. and Plains Pipeline, L.P. ("Plains"), stemming from a May 2015 rupture of the Pipeline in Santa Barbara County, California. The Pipeline was then owned and operated by Plains Pipeline, L.P.;

1.2. WHEREAS, on December 17, 2018, Plaintiffs filed their first amended complaint against Plains;

1.3. WHEREAS, on November 4, 2019, Plaintiffs moved to certify a Federal Rule of Civil Procedure 23(b)(2) class as to (1) their First Claim for Relief, declaratory relief limiting Class Members' easements to "one pipeline"; (2) their Second Claim for Relief, declaratory relief for alleged overburdening, and (3) their Tenth Claim for Relief, threatened nuisance. On January 28, 2020, the Court granted

Plaintiffs’ motion in part, certifying a class of “[a]ll owners of real property through which [the Pipeline] passes pursuant to the Right-of-Way Grants” for the First and Second Claims, and for part of the Tenth Claim for injunctive relief “prohibiting Defendants from attempting to utilize the existing Easements for the construction and maintenance of [a] new [Pipeline]”;

1.4. WHEREAS, on March 30, 2020, Plaintiffs filed their second amended complaint against Plains, and on April 7, 2020, Plaintiffs filed their corrected second amended complaint, which, as subsequently amended by stipulation to add PPC as a defendant, is the operative pleading in the Action;

1.5. WHEREAS, in October 2022, the Pipeline was purchased by Mobil Pacific Pipeline Company, which thereafter conferred the Pipeline to its then-wholly-owned subsidiary PPC, and the parties to the Action filed a joint stipulation to join PPC, which the Court granted on February 22, 2023, adding PPC as a defendant in the Action for Plaintiffs’ First, Second, Third, Tenth, and Fifteenth Claims (the “PPC Claims”) only;

1.6. WHEREAS, on October 6, 2023, Plaintiffs moved to amend the prior class certification order, and on November 1, 2023, the Court granted the motion, certifying the First, Second, Fifteenth, and portions of the Tenth Claims for Relief for the following class: “All owners of real property excluding [Plains and PPC] and government and industry landowners through which PPC’s Line 901 and/or Line

903 passes pursuant to Right-of-Way Grants.” The Court further certified the following subclass as to the Fifteenth Claim: “ATC Subclass: All owners of real property excluding [Plains and PPC] and government and industry landowners through which PPC’s Line 901 and/or Line 903 passes pursuant to a Right-of-Way Grant where the contract automatically terminates for failure to ‘operate,’ ‘maintain,’ and/or ‘use’ the pipeline.” The Court appointed Plaintiffs as class representatives and Lief Cabraser Heimann & Bernstein, LLP, Keller Rohrback, L.L.P, and Cappello & Noël LLP as class counsel;

1.7. WHEREAS, on December 15, 2023, PPC moved for summary judgment or, in the alternative, summary adjudication, as to Claim Fifteen, and such motion is currently pending;

1.8. WHEREAS, pursuant to the stipulation of the Parties, on December 27, 2023, the Court entered a consent order granting judgment in favor of Plaintiffs on Claims One, Two, Three, and Ten (the “Consent Judgment”), and ordering:

- (1) As to all properties subject to an Easement for the pipeline known as "Las Flores Pipeline System," formerly known as "Plains All American Pipeline, Lines 901 and 903" (hereinafter the "Las Flores Pipeline System") PPC, for itself (including any agents, affiliates, or related entities) and any successors-in-interest, forever waives and disclaims any right to construct and install a second, new pipeline system, including, for example, the Proposed Replacement Pipeline System," without negotiating new permanent rights-of-way.

(2) PPC (including any agents, affiliates, or related entities) shall not construct any second, new replacement pipeline for the Las Flores Pipeline System without securing new permanent rights-of-way;

1.9. WHEREAS, on February 14, 2024, pursuant to the Purchase Agreement, Sable acquired and now directly owns 100% of the equity in PPC, the owner of the Pipeline and a defendant in the Action, and thus Sable has an interest in the resolution of this matter;

1.10. WHEREAS, the Parties have engaged in extensive arm's-length settlement negotiations, including a formal mediation session on July 20, 2023, before Robert Meyer, Esq., of JAMS, and numerous telephone conferences and many email exchanges with Mr. Meyer and with each other;

1.11. WHEREAS, after carefully considering the facts and applicable law and the risks, expense, and uncertainty of continued litigation, and after having engaged in extensive negotiations, the Parties agree that it is in their mutual best interests to conclusively resolve the PPC Claims on fair, reasonable, and adequate terms without the uncertainty, expense and delay of further litigation pursuant to the terms set forth in this Settlement Agreement;

1.12. WHEREAS, Plaintiffs and Class Counsel have examined the benefits to be obtained under the terms of this Settlement Agreement, have considered the risks associated with the continued prosecution of this case and the likelihood of success on the merits and believe that, after considering all of the circumstances, the

proposed Settlement set forth in this Settlement Agreement is fair, reasonable, adequate and in the best interests of the Settlement Class;

1.13. WHEREAS, Settling Parties recognize and acknowledge the expense and length of continued proceedings that would be necessary to defend the Action through trial and any appeals, and in agreeing to enter this Settlement have taken into account the uncertainties of further litigation as well as the difficulties and delays inherent in such litigation;

1.14. WHEREAS, the Parties agree that neither this Settlement Agreement nor the Settlement it represents shall be construed in this Action or any other litigation or proceeding as an admission by Settling Parties or any of them of any wrongdoing whatsoever, including an admission of a violation of any statute or law or regulation or of liability on the claims or allegations in this Action;

1.15. WHEREAS, the Parties agree and understand that neither this Settlement Agreement nor the Settlement it represents shall be construed or be admissible as an admission or acknowledgement by Settling Parties or any of them in this Action or in any other proceedings that Plaintiffs' claims or any similar claims are or would be suitable for class treatment if this Action proceeded through both litigation and trial; and

1.16. WHEREAS, the Parties desire to compromise and settle all issues and claims arising out of or related to the claims that were asserted or could have been

asserted in this Action against Settling Parties, including in their entirety the PPC Claims.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, the Parties hereto agree as follows, subject to preliminary and final approval by the Court and the resolution of any and all appeals, that the Released Claims shall be fully and finally compromised, settled and released and Claim 15, the only remaining claim against PPC (and its successors in interest) shall be dismissed with prejudice as set forth herein subject to and upon the terms and conditions described below:

II. DEFINITIONS

As used in this Agreement, the following terms not defined above shall have the meanings set forth below:

2.1. “Action” means *Grey Fox, LLC et al. v. Plains All American Pipeline, L.P. et al.*, Case No. 16-cv-03157 PSG (JEM), pending in the United States District Court for the Central District of California.

2.2. “Affiliate” shall mean, with respect to any specified entity, any other person or entity directly or indirectly controlling or controlled by or under direct or indirect common control with such specified person or entity.

2.3. “Allocation Plan” or “Plan” or “Plan of Allocation” means the process and procedures for distribution of the Settlement Fund, and is set out in a separate document to be submitted concurrently with the Motion for Preliminary Approval.

2.4. “Allocation Share” means the portion of the Net Settlement Fund allocated to a Class Property pursuant to the Plan of Allocation.

2.5. “Attorneys’ Fees and Expenses” means those amount(s) awarded to Class Counsel for attorneys’ fees and reimbursement of litigation expenses, in amount(s) to be determined by the Court. Any award of Attorneys’ Fees and Expenses with respect to the PPC Claims, or any of them, including those that may have been recoverable against PPC or Plains after entry of the Consent Judgment, shall be paid entirely and exclusively from the Settlement Fund. This Settlement does not limit in any way Class Counsel’s ability to seek additional attorneys’ fees in connection with claims in the Action other than the PPC Claims. For the avoidance of doubt, should Plains at any point bring a motion for attorneys’ fees against Plaintiffs, or any of them, nothing herein shall preclude Plaintiffs from defensively arguing that they are the party prevailing on the contract claims in this Action within the meaning of California Civil Code section 1717.

2.6. “Attorneys’ Fee and Expense Application” means any application that Class Counsel may submit for Attorneys’ Fees and Expenses and/or for Service Awards with respect to the PPC Claims.

2.7. “Administrator” or “Settlement Administrator” means a third-party agent or administrator to be selected by Class Counsel and Settling Parties’ Counsel and approved by the Court to help implement and effectuate this Agreement.

2.8. “Claims” means the PPC Claims, *i.e.*, the First, Second, Third, Tenth, and Fifteenth Claims in the Action, and all matters raised or that could have been raised therein, subject to the terms and conditions set forth below as well as approval by the Court.

2.9. “Class Members” means the individuals and entities making up the proposed Settlement Class. For the avoidance of doubt, each Plaintiff is also a Class Member.

2.10. “Class Counsel” means Lief Cabraser Heimann & Bernstein, LLP, Keller Rohrback, L.L.P, and Cappello & Noël LLP.

2.11. “Class Notice” means the Court-approved form of notice to the Settlement Class, in substantially the same form as Exhibit C, which will notify the Settlement Class of the Preliminary Approval of the Settlement and the scheduling of the Fairness Hearing, among other things, and will be mailed directly to members of the Settlement Class and posted on the Settlement Website.

2.12. “Class Property” or “Property” means a property meeting the description in the “Settlement Class” definition.

2.13. “Court” means the United States District Court for the Central District of California.

2.14. “Settling Parties” means PPC, Sable Offshore Corp., and Sable’s Affiliates, including but not limited to Sable Offshore Holdings LLC and Flame Acquisition Corp.

2.15. “Settling Parties’ Counsel” means Latham & Watkins LLP.

2.16. “Distribution Date” means the date on which the Net Settlement Funds are first sent or mailed to Payees. Except as to any interim disbursements for class notice, disbursements from the TCE Fund, and settlement administration costs as outlined below, no disbursements shall be made until the Effective Date.

2.17. “Easement Notice” has the meaning ascribed in Section 5.7.

2.18. “Effective Date” means thirty-five (35) days after the Court’s entry of the Final Order and Judgment if no document is filed within that time period or request made seeking appeal, review, or any other relief in connection with the Agreement, certification of the Settlement Class and/or the Final Order and Judgment. If any such document is filed or request is made, then the Effective Date shall be thirty-five (35) days after the date upon which all proceedings related to such appeal, review, and other relief have fully and finally terminated in such a manner so as to permit full implementation of the Agreement and the Final Order

and Judgment without any further risk that the Agreement and/or the Final Order and Judgment could be further challenged, modified and/or reversed.

2.19. “Fairness Hearing” means the final hearing, held after the Preliminary Approval order is issued, to be held before the Court to determine whether the Settlement should be approved as fair, reasonable and adequate pursuant to Rule 23(e)(2); whether the Judgment should be entered; and whether the motion for award of Attorneys’ Fees and Expenses should be granted in whole or in part.

2.20. “Final and Non-Appealable” means that the Judgment approving this Settlement Agreement and the proposed class settlement contemplated under this Settlement Agreement are “Final and Non-Appealable” when thirty-five (35) days have passed after the date of entry of the Judgment without the filing in any court of: (i) any motion that would legally extend the time to appeal the Judgment or which challenges or seeks reconsideration, modification or vacation of the Judgment; or (ii) if an appeal is filed, the Judgment becomes Final and Non-Appealable when the appellate court enters an order or judgment dismissing or overruling in its entirety the relief requested and that order or judgment itself becomes final and no longer subject to further review in any court, including but not limited to the issuing court.

2.21. “Final Order and Judgment” and “Final Approval” and “Judgment” means the Final Order and Judgment issued by the Court as defined in Section IV

that gives full and final approval to the Agreement, and all aspects of the class settlement therein, and dismissing the Claims with prejudice.

2.22. “Final Payment” has the meaning provided in Section VI.

2.23. “Final Payment Date” means the first to occur of (a) one hundred eighty two calendar days following the restart of the SYU assets and the Pipeline and the resumption of oil sales therefrom, or (b) the date Sable pays ExxonMobil under the terms of the Purchase Agreement following the restart of the SYU assets and the Pipeline, or (c) June 30, 2025.

2.24. “Initial Payment” has the meaning provided in Section VI.

2.25. “Net Settlement Fund” means the Settlement Fund less attorneys’ fees and expenses, Notice and Administration Costs, Taxes, Tax Expenses, the TCE Fund, and all other Court-approved deductions.

2.26. “Notice and Administrative Costs” means the reasonable and authorized costs and expenses of disseminating and publishing Class Notice in accordance with the Preliminary Approval Order and all reasonable and authorized costs and expenses incurred by the Settlement Administrator in administering the Settlement, including but not limited to the fees of the Settlement Administrator and its costs and expenses incurred in mailing of the settlement consideration described below to Class Members. All Notice and Administrative Costs, however, shall be paid out of the Settlement Fund, Sable shall have no further responsibility with

respect to such costs except with respect to their respective obligations to fund the Settlement Fund.

2.27. “Notice Date” means the date by which the Settlement Administrator completes the mailing of a copy of the Short-Form or Long-Form Notice by first class mail, postage prepaid, to each Settlement Class Member. The Notice Date shall be no later than thirty (30) days after the Court enters the Preliminary Approval Order.

2.28. “Notice of Intention to Appear” means the document that any Class Member must file with the Court if the Class Member has an Objection to the Agreement and wishes to appear at the hearing on the Final Order and Judgment.

2.29. “Objection” means a written notice of objection to any aspect of the Agreement submitted by or on behalf of a Class Member.

2.30. “Objection Deadline” means the deadline to be set in the Preliminary Approval Order by which an Objection must be filed with the Court.

2.31. “Opt-Out,” “Opt Out” or “Request for Exclusion” means a request by a Class Member to be excluded from the Settlement Class and from the settlement provisions set forth in this Agreement by following the procedures set forth herein and in the Class Notice.

2.32. “Opt-Out Deadline” or “Request for Exclusion Deadline” means the last date on which a Class Member may request to be excluded from the Settlement

Class and thereafter not be bound by the Settlement Agreement or any aspect thereof, but also not be entitled to share in any of the compensation available to Settlement Class Members pursuant to the Settlement Agreement.

2.33. “Opt-Out List” means the list compiled by the Settlement Administrator identifying those members of the Settlement Class who properly Opt Out.

2.34. “Payee” means the person(s) who own a Class Property as of the Opt-Out Deadline.

2.35. “Plaintiffs” means Grey Fox, LLC, a California limited liability company, Maz Properties, Inc., a California corporation, Bean Blossom, LLC, a California limited liability company, Winter Hawk, LLC, a California limited liability company, Mark W. Tautrim, individually and o/b/o/ the Mark W. Tautrim Revocable Trust, and Denise McNutt.¹

2.36. “PPC Claims” means Plaintiffs’ First, Second, Third, Tenth, and Fifteenth Claims.

2.37. “Preliminary Approval Date” means the date on which the Court enters the Preliminary Approval Order.

¹ Former individual plaintiffs JTMT LLC, Live Oak Bazzi Ranch, L.P., and Mike McNutt were dismissed by stipulation on July 7, 2023.

2.38. “Preliminary Approval Order” means the order of the Court preliminarily approving this Agreement as defined in Section IV.

2.39. “Property” means real property through which Line 901 and/or Line 903 passes pursuant to Right-of-Way Grants or Rights-of-Way established by Court order in an eminent domain proceeding.

2.40. “Purchase Agreement” means the Purchase and Sale Agreement, dated as of November 1, 2022, by and among Sable Offshore Corp., a Texas corporation, Exxon Mobil Corporation (“ExxonMobil”), a New Jersey corporation and Mobil Pacific Pipeline Company, a Delaware corporation, as amended by the first and second amendments thereto, dated as of June 13, 2023, and December 15, 2023, respectively, and which closed on February 14, 2024.

2.41. “Released Claims” means the claims released under this Agreement as set forth in more detail in Section VIII below.

2.42. “Released Parties” means Settling Parties, Settling Parties’ Affiliates, and all of these entities’ past, present, and future employees, officers, directors, shareholders, owners, partners, members, joint venturers, managers, representatives, adjusters, attorneys, agents, consultants, insurers, excess insurers, reinsurers, indemnitors, contractors, employers, affiliates, divisions, partnerships, independent contractors, servants, parents, subsidiaries, related entities, predecessors, successors, assignors, assignees, including but not limited to, successors or predecessors by

merger, and any other person or entity who has, had, or could have legal responsibility relating to the Released Claims (all of the foregoing, as applicable, including but not limited to ExxonMobil, Plains (solely in its capacity as a predecessor to ExxonMobil, including with respect to the PPC Claims and not otherwise in its capacity as a defendant in this Action), and their respective Affiliates).

2.43. “Right-of-Way Grants” means written easement contracts permitting various activities with respect to the Pipeline’s presence on the Properties, as described in Plaintiff’s Second Amended Complaint, Paragraph 5.

2.44. “Settlement Fund Administrator” means the administrator of the Qualified Settlement Fund described herein.

2.45. “Service Awards” means the amount sought by application to and approved by the Court and that is payable from the Settlement Fund to Plaintiffs solely from the amount approved by the Court as described in Section VI of this Settlement Agreement for commencing this action and subjecting him or herself to the loss of privacy, discovery, and potential appearance at trial.

2.46. “Settlement Agreement” means this Agreement, including its attached exhibits, which are incorporated herein by reference, duly executed by Class Counsel, Settling Parties, Settling Parties’ counsel and class representatives.

2.47. “Settlement Amount” means Seventy Million Dollars (\$70,000,000), plus any interest earned on those amounts per Section VI.A below, and specifically also per Section VI.A.6.2.e below. The Settlement Amount shall be inclusive of all claims, fees, costs, and Settlement administrative costs regardless of when such claims, fees, costs, and Settlement administrative costs arose during the pendency of the Action.

2.48. “Settlement Class” or “Settlement Class Members” means all owners of real property through which Line 901 and/or Line 903 passes pursuant to Right-of-Way Grants, other than as excluded in this Paragraph, and the owner of APN No. 133-070-004, for which land rights were initially conveyed via condemnation rather than through a Right-of-Way Grant. The real property parcels through which Line 901 and/or Line 903 passes, as described above, are set forth in Exhibit A. For avoidance of doubt, the Settlement Class includes the Plaintiffs, the classes and subclass certified by the Court’s January 28, 2020, and November 1, 2023, orders in their entirety, as well as any other Persons (if any such other Persons exist) included in the definition in this Paragraph. Specifically excluded from the Settlement Class are the following Persons: (i) Class Counsel; (ii) Settling Parties and Settling Parties’ officers, directors, employees, agents, and representatives; (iii) Settling Parties’ Affiliates, and Settling Parties’ Affiliates’ officers, officers, directors, employees,

agents, and representatives; (iv) any fossil fuel company; (iv) any government entity or division; and (v) the judges who have presided over this Action.

2.49. “Settlement Fund” means the non-reversionary Settlement Amount, plus all interest and accretions thereto less the other amounts payable from the Settlement Fund as specified herein.

2.50. “Settlement Website” means the website created and maintained by the Settlement Administrator, which will contain, among other things, the Notice and documents related to the Settlement.

2.51. “Senior Secured Term Loan Agreement” means that certain Senior Secured Term Loan Agreement, dated as of February 14, 2024, by and between ExxonMobil as lender, Sable as borrower and Alter Domus Products Corp. as administrative agent, as the same may be amended, restated, amended and restated or otherwise modified from time to time.

2.52. “SYU assets” means Sable’s Santa Ynez Unit leases and related assets.

2.53. “Tax” or “Taxes” means any and all taxes, fees, levies, duties, tariffs, imposts, and other charges of any kind (together with any and all interest, penalties, additions to tax and additional amounts imposed with respect thereto) imposed by any governmental authority.

2.54. “TCE Fund” has the meaning ascribed in Section 6.2.

2.55. “Temporary Construction Easements” means easements necessary to permit all activities required by Sable or its successors in interest to restart the flow of oil in the Pipeline, including, but not limited to, the acquisition of road, utility easements, rights of way, installation of valves, including, but not limited to, any and all actions required by regulators. For the avoidance of doubt, nothing in this definition of Temporary Construction Easements shall be construed to limit existing easements contained in the Right-of-Way grants.

2.56. “Undistributed Proceeds” means that portion of the Net Settlement Fund that remains after all distributions pursuant to the Plan of Allocation, are completed. The settlement is non-reversionary. Once the Settlement becomes Final and Non-Appealable, Sable shall have no ability to get back any of the Settlement Amount, including any Undistributed Proceeds.

III. PRELIMINARY CERTIFICATION OF SETTLEMENT CLASS

3.1. Pursuant to Fed. R. Civ. P. 23(e), the Parties hereto agree to the entry of an order, certifying for settlement purposes only, the following Settlement Class:

All owners of real property, other than those excluded in Paragraph 3.2, through which Line 901 and/or Line 903 passes pursuant to Right-of-Way Grants, and the owner(s) of APN No. 133-070-004, for which land rights were initially conveyed via condemnation rather than through a Right-of-Way Grant, other than those Persons excluded in Paragraph 3.2. The real property parcels through which Line 901 and/or Line 903 passes, as described above, are set forth in Exhibit A. For avoidance of doubt, the Settlement Class includes the classes and subclass certified by the Court’s January 28, 2020, and November 1, 2023, orders in their

entirety, as well as any other Persons (if any such other Persons exist) included in the definition in this Paragraph.

3.2. Specifically excluded from the Settlement Class are the following Persons: (i) Class Counsel; (ii) Settling Parties and Settling Parties' officers, directors, employees, agents, and representatives; (iii) Settling Parties' Affiliates, and Settling Parties' Affiliates' officers, officers, directors, employees, agents, and representatives; (iv) any fossil fuel company; (iv) any government entity or division; and (v) the judges who have presided over this Action.

3.3. Solely for the purpose of implementing this Settlement Agreement and effectuating the Settlement, Settling Parties stipulate to the Court entering an order preliminarily certifying the Settlement Class pursuant to Fed. R. Civ. Proc. 23(b)(3), appointing Plaintiffs as representatives of the Settlement Class and appointing Class Counsel as counsel for the Settlement Class pursuant to Fed. R. Civ. P. 23(g) and finding that the Plaintiffs and Class Counsel are appropriate representatives of the Settlement Class. Such stipulation by Settling Parties is without prejudice to the right and ability of Settling Parties or any of them to contest class certification of any class outside the settlement context, including on appeal, and as noted, nothing contained herein shall be construed as an admission by Settling Parties of the suitability of Plaintiffs' claims or any of them for class treatment. If the Settlement is not granted final approval or this Settlement Agreement is otherwise terminated or rendered null and void, the certification of the above-described Settlement Class

shall be automatically vacated. Moreover, in such event, Settling Parties reserve all rights to challenge certification in the Action, including on appeal, or in any other action on all available grounds, as if no Settlement Class had been certified in this Action. The Settling Parties nonetheless acknowledge that the Class has previously been certified as a litigation class by the Court, and that Class Counsel have previously been appointed by the Court as Class Counsel.

IV. SETTLEMENT APPROVAL – PRELIMINARY APPROVAL ORDER AND FINAL ORDER AND JUDGMENT

A. Preliminary Approval Order; Stay of Case

4.1. Promptly upon execution of this Agreement by all Parties, the Parties shall notify the Court of the Settlement Agreement and request that all current dates in the Action relating to the PPC Claims be taken off calendar, and to stay all proceedings against PPC pending final approval of the Settlement Agreement.

4.2. Within fourteen (14) days of execution of this Agreement, Class Counsel shall take all reasonable and necessary steps to obtain entry of the Preliminary Approval Order, which is without material alteration from Exhibit F hereto, and which provides as follows:

- a. Preliminarily approves this Settlement Agreement;
- b. Schedules a Fairness Hearing to consider the fairness, reasonableness and adequacy of the proposed Settlement under Fed. R. Civ. P. 23(e)(2) and whether it should be finally approved by the Court, such

Fairness Hearing to be no earlier than ninety (90) days after the Notice Date, subject to Court approval;

c. Finds that the proposed Settlement is sufficiently fair, reasonable and adequate to warrant providing the Class Notice to the Settlement Class;

d. Appoints the Settlement Administrator in accordance with the provisions of Section VI (B);

e. Approves the Class Notice, the content of which is without material alteration from Exhibit C hereto, and directs notice to be provided in accordance with Section VI (E) of this Settlement Agreement;

f. Approves the creation of the Settlement Website as described in Section 6.17;

g. Finds that the Class Notice as provided for in Section VI of this Settlement Agreement is: (i) reasonable and constitutes due, adequate and sufficient notice to all Persons entitled to receive notice; (ii) reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of this litigation and of their right to object to or exclude themselves from (as applicable) the proposed Settlement; and (iii) meets all applicable requirements of applicable law;

h. Requires any Person who wishes to exclude himself/herself/itself from the Settlement Class to submit an appropriate, timely request for

exclusion via certified or registered mail, postmarked no later than forty-five (45) days after the Notice Date, or as the Court may otherwise direct, to the Settlement Administrator at the address on the Notice and to also email Class Counsel at the email address on the Notice;

i. Preliminarily enjoins all Settlement Class Members unless they timely exclude themselves from (i) filing, commencing, prosecuting, intervening in or participating as a plaintiff, claimant or class member in any other lawsuit or administrative, regulatory, arbitration or other proceeding in any jurisdiction based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to this Action or the Released Claims, (ii) filing, commencing or prosecuting a lawsuit or administrative, regulatory, arbitration or other proceeding as a class action on behalf of any Settlement Class Members who have not timely excluded themselves (including by seeking to amend a pending Complaint to include class allegations or seeking class certification in a pending action), based on, relating to or arising out of the claims and causes of action of the facts and circumstances giving rise to this Action or the Released Claims and (iii) attempting to effect Opt Outs of individuals or a class of individuals in any lawsuit or administrative, regulatory, arbitration or other proceeding based on, relating to or arising out of the claims and causes of action or the

facts and circumstances giving rise to this Action or the Released Claims. This Settlement Agreement is not, however, intended to prevent Settlement Class Members from participating in any action or investigation initiated by a state or federal agency;

j. Orders that any Settlement Class Member who does not Opt Out will be bound by all proceedings, orders and judgments in this Action, even if such Settlement Class Member has previously initiated or subsequently initiates individual litigation or other proceedings encompassed by the Release;

k. Requires each Settlement Class Member who does not Opt Out and who wishes to object to the fairness, reasonableness or adequacy of this Settlement Agreement or the proposed Settlement or to the Attorneys' Fees and Expenses to file with the Court and serve on Class Counsel no later than forty-five (45) days after the Notice Date, or as the Court may otherwise direct, a statement of the objection signed by the Settlement Class Member containing all of the following information:

- i. The case name and number, *Grey Fox, LLC et al. v. Plains All American Pipeline, L.P. et al.*, Case No. 16-cv-03157 PSG (JEM) (C.D. Cal.)
- ii. The objector's full name, address and telephone number;

- iii. Information sufficient to identify, in full, the objector's impacted Property[ies];
- iv. A statement of the objection(s), including all factual and legal grounds for the position;
- v. Copies of any documents the objector wishes to submit in support;
- vi. The name and address of the attorney(s), if any, who is representing the objector in making the objection or who may be entitled to compensation in connection with the objection;
- vii. A statement of whether the Class Member objecting intends to appear at the Final Approval Hearing, either with or without counsel;
- viii. The identity of all counsel (if any) who will appear on behalf of the Class Member objecting at the Final Approval Hearing and all persons (if any) who will be called to testify in support of the objection;
- ix. The signature of the Class Member objecting, in addition to the signature of any attorney representing the Class Member objecting in connection with the objection;
- x. Date of the objection; and

xi. A list of any other objections submitted by the objector, or the objector's counsel, to any class action settlements submitted in any court in the United States in the previous five years;

l. Requires any response to an objection shall be filed with the Court no later than fifteen (15) days prior to the Fairness Hearing;

m. Specifies that any Settlement Class Member who does not file a timely written objection to the Settlement, who does not appear at the Fairness Hearing, or who fails to otherwise comply with the requirement of Section X shall be foreclosed from seeking any adjudication or review of this Settlement by appeal or otherwise;

n. Requires that any attorney hired by a Settlement Class Member will be hired and compensated at the Settlement Class Member's sole expense for the purpose of objecting to this Settlement Agreement or to the Attorney's Fees and Expenses;

o. Requires that any attorney hired by a Settlement Class Member for the purpose of objecting to the proposed Settlement or to the Attorneys' Fees and Expenses and who intends to make an appearance at the Fairness Hearing to provide to Class Counsel and Defense Counsel and to file with the Clerk of the Court a notice of intention to appear no later than sixty (60) days after the Notice Date or as the Court may otherwise direct;

p. Requires any Settlement Class Member who files and serves a written objection and who intends to make an appearance at the Fairness Hearing to provide to Class Counsel and Defense Counsel and to file with the Clerk of the Court a notice of intention to appear no later than sixty (60) days after the Notice Date or as the Court may otherwise direct;

q. Directs the Settlement Administrator to report to the Parties on a daily basis the names of all Settlement Class Members who have submitted a request for exclusion and provide copies of any and all written requests for exclusion;

r. Directs that Class Counsel shall file their applications for the Attorneys' Fees and Expenses in accordance with the terms set forth in Section VII.

s. Orders the establishment and maintenance of the Qualified Settlement Fund provided for in Section 6.2 hereof;

t. Orders the Settlement Administrator to provide a list of all Settlement Class Members who have submitted a request for exclusion to Class Counsel no later than seven (7) days after the opt out deadline, and then file with the Court no later than ten (10) days prior to the Fairness Hearing or on such other date as the Parties may determine the list of all Settlement Class

Members who have submitted a request for exclusion along with an affidavit attesting to the completeness and accuracy therefore;

u. Finds that the Court has personal jurisdiction over Plaintiffs, all Settlement Class Members, and the Settling Parties, and that the Court has subject matter jurisdiction to approve this Settlement and Settlement Agreement and all Exhibits thereto; and

v. Contains any additional provisions agreeable to the Parties that might be necessary or advisable in order to implement the terms of this Settlement Agreement and the proposed Settlement.

B. Final Order and Judgment

4.3. If this Settlement Agreement (including any modification thereto made with the consent of the Parties as provided for herein) is approved by the Court following the Fairness Hearing scheduled by the Court in its Preliminary Approval Order, the Parties shall request the Court to enter a Final Order and Judgment pursuant to the Federal Rules of Civil Procedure and all applicable laws that, among other things:

a. Finds that the Court has personal jurisdiction over Plaintiffs, all Settlement Class Members, and the Settling Parties, and that the Court has subject matter jurisdiction to approve this Settlement and Settlement Agreement and all Exhibits thereto;

b. Certifies the Settlement Class solely for purposes of this Settlement;

c. Grants final approval to this Settlement Agreement as being fair, reasonable and adequate as to all Parties, consistent and in compliance with all requirements of due process and applicable law and in the best interests of all Parties and directs the Parties and their counsel to implement and consummate this Settlement Agreement in accordance with its terms and provisions;

d. Declares this Settlement Agreement and the Final Order and Judgment to be binding on and to have res judicata and preclusive effect in all pending and future lawsuits or other proceedings encompassed by the Release maintained by or on behalf of Plaintiffs and all other Settlement Class Members, as well as their agents, heirs, executors or administrators, successors and assigns;

e. Finds that the Class Notice as provided for in Section VI (E) of this Settlement Agreement: (i) constituted reasonable notice; (ii) constituted notice that was reasonably calculated under the circumstances to apprise the Settlement Class of the pendency of this Action, of their right to object to or exclude themselves from the proposed Settlement as applicable, of their right to appear at the Fairness Hearing and of their right to seek relief;

(iii) constituted reasonable, due, adequate and sufficient notice to all Persons entitled to receive notice; and (iv) met all applicable requirements of due process and any other applicable law;

f. Finds that Class Counsel and Plaintiffs adequately represented the Settlement Class for purposes of entering into and implementing the Settlement Agreement.

g. Dismisses Claim 15 (the sole remaining PPC Claim now pending before the Court) with prejudice and without fees or costs except as provided herein, in accordance with the terms of the Final Order and Judgment as set forth herein;

h. Orders that any fees and costs associated with previously adjudicated PPC Claims, including those adjudicated in Plaintiffs' favor by the Consent Judgment entered December 27, 2023, shall be awarded out of the Settlement Fund in accordance with the terms of the Final Order and Judgment as set forth herein, and the order approving attorneys' fees and costs;

i. Adjudges that, subject to the provisions of Section 8.1 below, Plaintiffs and the Settlement Class Members have conclusively compromised, settled, dismissed and released any and all Released Claims against Settling Parties and the Released Parties;

j. Describes the agreed easement constructions in Sections 5.2, 5.4, 5.5, 5.7, 5.8, 5.9 and 5.11 of this Settlement Agreement and provides for the execution and recording of the Easement Notice(s) in the manner described in Sections 6.24 through 6.26;

k. Approves payment of the Attorneys' Fee and Expenses to Class Counsel in a manner consistent with Section VII;

l. Approves distributions from the Settlement Fund in accordance with the terms of this Agreement, including, without limitation, the provisions of Section 6.23;

m. Without affecting the finality of the Final Order and Judgment for purposes of appeal, reserves jurisdiction over the Settlement Administrator, Plaintiffs, Class Counsel and each member of the Settlement Class as to all matters relating to the administration, consummation, enforcement and interpretation of the terms of the Settlement Agreement and Final Order and Judgment and for any other necessary purposes;

n. Provides that upon the Effective Date and subject to the provisions of Section 8.1 below, Plaintiffs and all Settlement Class Members shall be barred from asserting any Released Claims against Settling Parties or any Released Parties, and any such Settlement Class Members shall have

released any and all Released Claims as against Settling Parties and all Released Persons;

o. Determines that the Settlement Agreement and the Settlement provided for herein and any proceedings taken pursuant thereto are not and should not in any event be offered or received as evidence of, a presumption, concession, acknowledgement or an admission of liability or of any misrepresentation or omission in any statement or written document approved or made by Settling Parties or any Released Parties or of the suitability of these or similar claims to class treatment in active litigation and trial; provided, however, that reference may be made to this Settlement Agreement and the Settlement provided for herein in such proceedings as may be necessary to effectuate the Agreement;

p. Subject to the provisions of Section 8.1 below, bars and permanently enjoins all Settlement Class Members from (i) filing, commencing, prosecuting, intervening in or participating (as class members or otherwise) in any other lawsuit or administrative, regulatory, arbitration or other proceedings in any jurisdiction based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to this Action or the Released Claims and (ii) organizing Settlement Class Members into a separate class for purposes of pursuing as a purported class action any

lawsuit or arbitration or other proceeding (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action) based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to this Action or the Released Claims, except that Settlement Class Members are not precluded from participating in any investigation or suit initiated by a state or federal agency, nor, other than that specifically prohibited by this Settlement Agreement, are they precluded from participating in any lawsuit or legal action involving conduct by the Settling Parties that takes place subsequent to the execution of this Settlement Agreement.

q. Approves the Opt Out List and determines that the Opt Out List is a complete list of all Persons who have timely requested exclusion from the Settlement Class and, accordingly, shall neither share in nor be bound by the Final Order and Judgment except for Opt Outs who subsequently withdraw their opt out decision prior to Final Approval; and

r. Authorizes the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications and expansions of this Settlement Agreement and all Exhibits hereto as (i) shall be consistent in all material respects with the Final Order and Judgment and (ii) do not limit the rights of the Parties or Settlement Class Members.

4.4. The Parties shall cooperate with each other in good faith to carry out the purposes of and to effectuate this Agreement, and they shall take any and all actions and execute and deliver any and all additional documents reasonably necessary or appropriate to carry out the terms of this Agreement and the transactions contemplated hereby.

V. SETTLEMENT CONSIDERATION

A. Payment To Settlement Class Fund

5.1. Sable shall pay a total of \$70 million (Seventy Million Dollars) to the Settlement Class Fund, which shall be distributed as provided in the Plan of Allocation.

5.2. PPC and Sable shall agree to abide by all terms of the Consent Decree in *United States of America et al. v. Plains All American Pipeline et al.* No. 2:20-cv-02415 (C.D. Cal. March 13, 2020) that apply to them. The Consent Decree is attached hereto as Exhibit G to this Stipulation and Agreement of Settlement. Class Members and Class Counsel agree with, and shall not oppose, efforts by PPC, Sable, and/or any successors in interest, to obtain governmental approval for installation of automatic shutoff valves, which approval PPC, Sable, and/or successors in interest shall make reasonable efforts to pursue. Settlement Class Members acknowledge and agree that the existing Right-of-Way grant permits the construction of automatic shutoff valves and any above- and below-ground appurtenances or

equipment/structures that may be necessary or desirable to construct or operate the automatic shutoff valves, including but not limited to power and communication cables, electrical equipment, and fencing on or near the valve sites. Nothing in this paragraph shall require (1) PPC, Sable, and/or any successors in interest to take any specific action or refrain from any specific action, or (2) create a private right of action by Class Members against PPC, Sable, and/or any successors in interest.

B. Cooperation, Release, Dismissal, Easements

5.3. From the execution date of this Agreement, Plaintiffs, Settlement Class Members, and Class Counsel agree to cooperate in good faith with Settling Parties with respect to any and all steps reasonably required to restart the Pipeline and operate it thereafter, including obtaining all necessary regulatory approvals, consistent with the requirements of the relevant government agencies and the Consent Decree. For the avoidance of doubt, Settlement Class Members shall not interfere with or take action aimed at preventing regulatory approvals from issuing for the Pipeline's restart and operation.

5.4. From the execution date of this Agreement, Settlement Class Members shall permit reasonable access to the Properties consistent with the existing Easements, which for the avoidance of doubt, includes, but is not limited to, access required by regulatory authorities, access required to inspect, operate and maintain, or repair the Pipeline or related materials, and any and all other access reasonably

required to restart and operate the Pipeline and obtain the necessary regulatory approvals. For the avoidance of doubt, the foregoing shall include the installation of check valves and motor operated valves, and related ground appurtenances and equipment to the extent necessary to operate and maintain, or repair the Pipeline and/or as required by regulatory authorities. The Settlement Class Members affirm that the scope of all easements includes all access reasonably necessary in order to restart and to operate the Pipeline and to comply with any and all actions required by regulators, including, if required by regulatory authorities, the construction and maintenance of valves.

5.5. During the period between execution of the Settlement Agreement and the Final Payment Date, the Settling Parties will reasonably communicate with Class Counsel regarding access to the Properties, so that Class Counsel may facilitate access and address matters of compensation to impacted Class Members from the TCE Fund. For the avoidance of doubt, “reasonably communicate” means that the Settling Parties will provide notice to Class Counsel once a week listing all Properties to be accessed in the following week, and shall provide greater notice when possible if access to a Property is likely to be intrusive (*e.g.*, will require excavation or noisy construction work). Settling Parties shall not be required to provide notice for any exigently required access (*e.g.*, an emergency on the pipeline, a call from a construction company requiring monitoring on the property, or similar),

nor shall Settling Parties be required to provide notice for non-intrusive access (access that does not physically impact the Property) required by regulatory authorities (though Settling Parties shall provide such notice where reasonably practicable). In addition, within ten (10) days of execution of this Settlement Agreement, Sable shall provide Class Counsel with information regarding presently anticipated work sufficient for Class Counsel to aid in the administration of the TCE Fund upon Preliminary Approval. Settling Parties shall also timely update Class Counsel should there be any material changes to the overall scope of anticipated work.

5.6. The Settlement Class Members shall release Settling Parties and the Released Parties as provided in Section VIII, and shall dismiss the Claims with prejudice as provided herein.

5.7. The Parties acknowledge, pursuant to the Consent Judgment, that the Right-of-Way Agreements do not permit the installation of a second, new pipeline system. The foregoing shall not affect any rights of Sable or its successors in interest under the Right-of-Way Agreement with respect to any existing pipeline and shall not affect any right of any Plaintiff or its successors in interest to grant to Sable or its successors in interest the right to construct a second, new pipeline in the future pursuant to a separate right of way agreement.

5.8. Settlement Class Members agree that any provision in a Right-of-Way Agreement providing for termination or automatic termination of the Right-of-Way Agreement for failure to maintain, operate, and/or use the Pipeline (or any combination thereof) for a specified period of time (an “ATC Clause”), is hereafter construed as follows: The ATC Clause does not apply unless: (1) Grantee provides written notice to Grantor of Grantee’s intent to abandon the pipeline; or (2) Grantee fails to substantially perform all 49 C.F.R. Part 195 activities on the Pipeline for the period specified in the ATC Clause; or (3) after the Pipeline has been restarted, there is a final, non-appealable finding by the court overseeing the Consent Decree (and/or any applicable appellate court) that Grantee failed to maintain, operate, and/or use (in each case as specified in the ATC clause) the Pipeline for the period specified in the ATC clause, and that the failure was substantially due to Grantee’s material lack of compliance with the Consent Decree. For the avoidance of doubt, any finding that there was a failure by Grantee’s predecessors in interest to maintain, operate, and/or use the Pipeline due to a material lack of compliance with the Consent Decree shall not constitute a finding against Grantee within the meaning of the foregoing. Grantor submits to the jurisdiction of the court overseeing the Consent Decree for purposes of adjudicating any disputes under subsection (3). Under subsection 5.8 (3), and absent any contrary order granting preliminary relief issued by the court overseeing the Consent Decree, Grantee shall have full access to the Right-of-Way

as provided in the Agreement until the requisite final, non-appealable finding is made. Nothing in the previous sentence shall prevent Settling Parties or their successors from appealing any such order granting preliminary relief, or from seeking a stay of any preliminary relief pending an appeal.

5.9. Settlement Class Members further agree that the ATC Clauses are suspended for a period of 5 years from the Effective Date or until the Pipeline restarts, whichever is sooner.

5.10. The Settlement Class Members agree to the recording of a Notice and Recordation of Final Order and Judgment Regarding the Oil Pipeline Easement on This Property (“Easement Notice”) documenting the existence of this Settlement Agreement and the Final Approval Order on each Property in the Settlement Class, in the form attached hereto as Exhibit B, consistent with Sections 6.24 through 6.27 of this Settlement Agreement.

5.11. The Settlement Class Members shall confirm Temporary Construction Easements to permit all activities required by Sable or its successors in interest to restart the flow of oil in the Pipeline, including, but not limited to the acquisition of road, utility easements, rights of way, installation of valves, including, but not limited to, any and all actions required by regulators. Compensation for Temporary Construction Easements shall be allocated from the TCE Fund by the Settlement Administrator as provided in Section 6.2.

VI. NOTICE AND ADMINISTRATION OF THE SETTLEMENT

6.1. The Parties shall jointly designate a Settlement Administrator to be submitted for approval by the Court for purposes of directing notice to the Class.

A. Establishment And Administration of The Cash Fund as A Qualified Settlement Fund

6.2. The \$70 million payable by Sable pursuant to this Settlement Agreement, as expressly limited by Paragraphs II-V above, shall be paid as follows.

- a. Subject to the Court preliminarily approving this Settlement Agreement, Sable shall pay \$35 million (Thirty-Five Million Dollars) into an interest-bearing non-reversionary Qualified Settlement Fund pursuant to Treasury Regulation Section 1.468B-1 (“the Settlement Fund”), which the Plaintiffs shall set up within five (5) calendar days after the Court’s entry of a preliminary approval order approving this settlement. Subject to the timely set up of the Settlement Fund, such payment (“the Initial Payment”) shall be made within 10 (ten) calendar days after the issuance of the Court’s entry of a preliminary approval order approving this Settlement.
- b. \$2 million (Two Million Dollars) of this Initial Payment shall be allocated as a non-refundable payment for Temporary Construction Easements (the “TCE Fund”) to compensate

Settlement Class members for access to properties and inconvenience resulting from the anticipated repair of the Las Flores Pipeline System during the period before the Final Payment Date. In the event that funds remain in the TCE Fund at the time of the Final Payment Date, such funds shall become part of, and shall be distributed as part of the Settlement Fund.

- c. The Initial Payment shall also be used to pay for Notice to the Class and administrative expenses associated with such Notice.
- d. In addition to and simultaneously with the Initial Payment, as security for the benefit of the Settlement Class of Sable's obligation to make the "Final Payment" (defined below), Sable shall also deliver to Class Counsel an irrevocable direct pay letter of credit in a form reasonably acceptable to Class Counsel, and issued by JPMorgan Chase & Co. or another federally-insured bank reasonably acceptable to Class Counsel, in the amount of \$35 million (Thirty-Five Million Dollars) (together with any replacement thereof meeting the requirements set forth herein, the "Letter of Credit"). The Letter of Credit shall expire no earlier than one year from the date of issuance, and shall provide unconditionally that it may be drawn upon by Class Counsel for

the benefit of the Settlement Class on the first to occur of (a) the Final Payment Date, or (b) the filing of a bankruptcy petition by or against Sable prior to the date the Final Payment is made, or (c) the Final Payment being enjoined, stayed, or otherwise delayed for any reason, or (d) Sable's failure to deliver a replacement letter of credit on or before the date provided for below in this paragraph, or (e) the eleventh (11th) business day after Class Counsel provides written notice to Sable of an "Event of Default" as described in Section 7.01(a), (b), (g), (h), or (i) of the Senior Secured Term Loan Agreement, provided that if within ten (10) business days from such written notice Sable has cured the "Event of Default" described in such written notice, the Letter of Credit may not be drawn in connection with such "Event of Default." If the expiration date of any letter of credit delivered by Sable pursuant hereto is earlier than July 10, 2025, Sable shall deliver to Class Counsel no later than fifteen (15) business days prior to such expiration date a replacement direct pay Letter of Credit meeting the requirements above (including the requirements that the form and issuer thereof must be reasonably acceptable to Class Counsel with an expiration date

no earlier than the earlier of (x), the one year anniversary of the issuance thereof, or (y) July 10, 2025). All funds drawn under the Letter of Credit shall be deposited in the Settlement Fund, and shall be used for the purposes described herein. Notwithstanding any other provision hereof, if for any reason the issuer of the Letter of Credit fails to honor, in whole or in part, a properly made draw thereon, Sable shall be liable to pay into the Settlement Fund \$35 million (Thirty Five Million Dollars) or such lower amount as the issuer of the Letter of Credit has failed to honor; such payment shall be due upon the release to Sable of collateral pledged by it to the issuer of the Letter of Credit (other than collateral used to reimburse such issuer for the amount of any draw on the Letter of Credit that it has honored), which release Sable agrees to pursue diligently and in good faith. For the avoidance of doubt, if Sable makes the above payment into the Settlement Fund in the circumstances described above, Sable shall be authorized to cancel the Letter of Credit.

- e. On the Final Payment Date, Class Counsel shall draw upon the Letter of Credit in the amount of \$35 million (Thirty-Five Million Dollars) (the “Final Payment”) and shall deposit the

amount drawn into the Settlement Fund. In addition, on the Final Payment Date Sable shall pay to the Settlement Class interest on \$35 million (Thirty-Five Million Dollars) at the rate earned on the collateral account pledged by Sable as collateral for the Letter of Credit from the date of payment into the collateral account until the Final Payment Date, which interest payment shall be deposited into the Settlement Fund; provided however that Sable shall be entitled to reduce the interest payable under the immediately preceding sentence by the ordinary and customary charges to Sable of the issuer of the Letter of Credit, capped at one percent of the face amount of the Letter of Credit per annum. Sable is required to inform Class Counsel of any of the events that trigger the Final Payment Date as defined in Section II, *supra*.

6.3. With the exception of payments made in connection with Temporary Construction Easements from the TCE Fund, as described in Section 6.2, no disbursements shall be made to Class Members until the Settlement become Final and Non-Appealable.

6.4. If the Court denies preliminary or final approval or if approval is not upheld on appeal or if the Settlement is terminated by mutual consent of the Parties

or if the Settling Parties terminate the Settlement pursuant to Section 14.4 because a sufficient number of Settlement Class Members have submitted valid requests for exclusion, any funds in the Settlement Fund (with interest) shall return to Settling Parties, less any funds already expended on Class Notice, payments already made for Temporary Construction Easements, settlement administration costs, escrow costs and/or taxes due from the Escrow Amount.

6.5. The Settlement Fund shall be established as a Qualified Settlement Fund (“QSF”) within the meaning of Treasury Regulation Section 1.468B-1, pursuant to the subject matter jurisdiction of the Court under Treasury Regulation 1.468B1(c)(1) and an order to be entered by the Court establishing a QSF within the meaning of Treasury Regulation 1.468B-1. After the Settlement Fund has been deposited into the interest-bearing account at Citibank, the Parties and the Settlement Administrator agree to treat the Settlement Fund as a QSF within the meaning of Treasury Regulation 1.468B-1. All provisions of this Settlement Agreement shall be interpreted in a manner that is consistent with the Settlement Fund being a QSF within the meaning of Treasury Regulation 1.468B-1.

6.6. The Settlement Fund shall be held at Citibank, which financial institution shall be responsible for any and all investment-related decisions, following the Settlement Administrator’s investment policy for fiduciaries, which is based on safety of principal, no bank balance sheet exposure, and zero sweep

accounts for distributions to Plaintiffs once authorized. Citibank shall be responsible for the issuance of any checks and/or wire transfers from the Settlement Fund once authorized.

6.7. No portion of the Settlement Fund shall be made available to the Settlement Class except as specifically set forth in this Settlement Agreement. Until such time as the Settlement Fund is distributed, the Settlement Class shall not possess any rights to demand or receive any portion of the monies or the escrowed monies or to mortgage, pledge, or encumber the same in any manner. To the extent possible, the terms of the Settlement Agreement shall be construed so as to prevent Plaintiffs from being in constructive receipt, as determined under federal income tax principles of the Settlement Fund. All expenses incurred in administering the Settlement Fund, including without limitation, the fees and expenses of Citibank and Settlement Administrator and the Settlement Fund Administrator, shall be paid from the Settlement Fund.

6.8. The Settlement Fund Administrator shall timely and properly file, or cause to be filed, all federal, state or local tax returns and information returns (together, "Tax Returns") necessary or advisable with respect to the earnings on the funds deposited in the Settlement Fund (including without limitation the returns described in Treasury Regulation 1.468B-2(k)). Such Tax Returns shall be consistent with this Section and in all events shall reflect that all taxes (including

any estimated taxes, earnings, or penalties) on the income earned on the funds deposited in the Settlement Fund shall be paid out of such funds as provided herein.

6.9. In all events, Settling Parties and Settling Parties' Counsel shall have no liability or responsibility for the taxes of the Settlement Fund with respect to the Settlement Amount nor the filing or any Tax Returns or other documents with the Internal Revenue Service or any other taxing authority, nor any expenses associated therewith (beyond those expenses being paid from the Settlement Fund as provided herein). In the event any taxes are owed by Sable or Settling Parties' Counsel on any earnings on the funds on deposit in the Settlement Fund, such amounts shall also be paid out of the Settlement Fund.

6.10. Taxes with respect to the Settlement Fund shall be treated as and considered to be a cost of administration of the Settlement and shall be timely paid, or caused to be paid, by the Settlement Fund Administrator out of the Settlement Fund without prior order from the Court or approval by Settling Parties. The Settlement Fund Administrator shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution to the Settlement Class any funds necessary to pay such amounts (as well as any amounts that may be required to be withheld under Treasury Regulation 1.468B-2(1)(2)). The Parties agree to cooperate with each other, and their tax attorneys and accountants to the extent reasonably necessary, to carry out these provisions.

6.11. The Settlement Fund Administrator shall obtain a Federal Taxpayer Identification Number for the Settlement Fund upon the execution of an order by the Court establishing the Settlement Fund. The Settlement Fund Administrator is authorized, upon final distributions of all monies paid in the Settlement Fund, to take appropriate steps to wind down the Settlement Fund and thereafter the Settlement Fund Administrator is discharged from any further responsibility with respect to the Settlement Fund.

B. Duties Of the Settlement Administrator

6.12. Promptly following Preliminary Approval of this Settlement, the Parties will direct the Settlement Administrator to issue Class Notice, and receive and appropriately respond to all claims submitted by Settlement Class Members, The Settlement Administrator shall also (1) assign personnel to manage the settlement implementation process, including Class Notice; (2) create a toll-free telephone number that Settlement Class Members may call to obtain information; (3) create a mailing address to which Settlement Class Members shall send all opt out forms and objections; and (4) maintain a website containing information about the Settlement, including claim forms that can be submitted online or downloaded and submitted by mail. All costs and expenses related to the administration of this Settlement will be deducted from the Settlement Fund.

6.13. Following Preliminary Approval and until the Final Payment Date, the Settlement Administrator shall administer the TCE Fund in consultation with Class Counsel to compensate Class Members for access and repairs to their Properties during the interim period between Preliminary Approval and the Final Payment Date.

C. CAFA Notice

6.14. In compliance with the attorney general notification provision of the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715, within ten (10) days after the motion for Preliminary Approval is filed, the Settlement Administrator shall provide notice of this Settlement to the Attorney General of the United States and the attorneys general of each state or territory in which a Settlement Class Member resides (“CAFA Notice”). The Settlement Administrator will provide copies of such notifications to Class Counsel and Settling Parties’ Counsel at the time of their submission to the attorneys general. The cost of this notice shall be borne by Settling Parties, not by the Settlement Fund.

D. Notice Deadline

6.15. No later than the Notice Date, the Settlement Administrator shall cause Notice to the Settlement Class to be disseminated by U.S. mail and the dedicated Settlement Website.

E. Class Notice Methods

6.16. Following the Court granting preliminary approval of this Settlement, the Settlement Administrator shall provide by direct U.S. mail to all reasonably identifiable Settlement Class Members a notice substantially in the form attached hereto as Exhibit D (“Short-Form Notice”) or, in the alternative, the Long Form Notice (substantially in the form attached hereto as Exhibit C). The Settlement Administrator shall also run Publication Notice for two weeks, starting no later than the Notice Date.

6.17. The Settlement Administrator shall further set up and maintain a Settlement Website where Class Members can access the Long-Form Notice, a copy of this Settlement Agreement, the operative complaint, and additional information about the Action and Settlement. The Notice delivered to Class Members will include the address of the Settlement Website, as well as a toll-free number for an interactive voice recording service that allows Class Members to leave a request for a paper copy of the Long-Form Notice. The Notice shall provide Class Members an opportunity to object or opt out of the Settlement Agreement. The Notice shall further explain that Allocation Shares will be paid solely to persons who own a Class Property as of the Opt-Out Deadline, and shall recommend Class Members seek appropriate guidance on supplying the Notice to any prospective purchasers of a Property, as may be appropriate.

6.18. The Settlement Administrator shall also send Email Notices substantially in the form attached hereto as Exhibit E by email to Settlement Class Members for whom an email address was located.

6.19. For purposes of mailing Notice, Class Counsel agrees to provide to the Settlement Administrator within fourteen (14) days of entry of the Preliminary Approval Order all available names and mailing address information for Class Members, along with all available information regarding the relevant Property[ies] owned by them.

6.20. The Parties agree that the names and addresses provided to the Settlement Administrator shall not be used for any purpose other than for providing the written notice identified herein and that such names and addresses shall be treated as private and confidential information and not disseminated, in any manner, to anyone other than the Settlement Administrator.

6.21. For all Settlement Class Members for whom the Notice is returned with forwarding address information, the Settlement Administrator shall re-mail the Notice to the new address indicated. For all Settlement Class Members for whom the Notice is returned without forwarding address information, the Settlement Administrator shall perform an advanced address search and re-mail the Notice to the best-known address resulting from that search.

6.22. For a period ending ninety (90) days after the Notice Date, the Settlement Administrator shall provide Class Counsel and Settling Parties with reasonable periodic reports of the total number of Notices sent to Class Members by email and U.S. mail, along with the numbers of Notices returned as undeliverable. The Settlement Administrator shall communicate with Class Counsel and Settling Parties regarding delivery of Notice and the number of Settlement Class Members who have responded to the Notice.

F. Payment Of Claims

6.23. Class Counsel shall submit for Court approval a Plan of Allocation of the Net Settlement Funds. The Settlement Administrator will administer the distribution of Net Settlement Funds in accordance with the approved Plan of Allocation. An initial distribution will be made promptly after the Effective Date, consisting of funds then on deposit in the Settlement Fund after payments therefrom provided for herein, including payments described in Sections 7.2 and 7.3. A final distribution of any remaining Net Settlement Funds will be made promptly after the funds payable on the Final Payment Date have been deposited into the Settlement Fund (but in any event no Settlement Funds will be distributed under this Section 6.23 until after the Effective Date). Settling Parties will play no role in the allocation process, except that they may be required to make reasonable efforts to assist or provide information to the Settlement Administrator.

G. Recording of Final Order and Judgment and Easement Notice

6.24. All Class Members expressly authorize PPC (or its successor in interest) to, at its option and cost, file/record/index the Final Order and judgment and/or the Easement Notice attached as Exhibit B, in the name of each Class Member who owns a Property in the judgment or land records in Santa Barbara County, Kern County, or San Luis Obispo County, as appropriate. The Court shall retain jurisdiction to enter supplemental orders and judgments to effectuate the recordation of PPC (or its successor in interest)'s property rights. The Parties shall jointly request that the Court direct that the Final Order and Judgment, and the Easement Notice(s), shall be recorded among the land records in Santa Barbara County, California, San Luis Obispo County, California, or Kern County, California, as appropriate, to give constructive and record notice of the existence and terms of the Easement Notice. The Court shall direct the recorder's office of Santa Barbara County, California, San Luis Obispo County, California, or Kern County, California, as appropriate, to record the Final Order and Judgment, and the Easement Notice(s) against each Settlement Class Members' name or against such Settlement Class Members' interest in their Property so as to give constructive and record notice to all subsequent parties acquiring an interest in such Settlement Class Members' interest in the Property of the existence and terms of the Easement Notice.

6.25. If for any reason the Final Order and Judgment cannot be recorded as provided above, then the Settlement Administrator shall take such action as is necessary or required to have the existence and terms of the Easement Notice recorded in such land records, including, without limitation, executing, acknowledging, and delivering (or having the individual Settlement Class Members, if required by applicable laws, rules, and regulations, execute, acknowledge and deliver) in recordable form individual easement agreements or notices or memoranda thereof on behalf of the Settlement Class Members on whose behalf the Final Order and Judgment could not be recorded, containing the language of the Final Order and Judgment (and if necessary for the property recording and binding effect, seeking additional orders from the Court confirming that the Settlement Administrator is the authorized agent and attorney in fact for such Settlement Class Members and duly authorized to execute such easement agreements. The Parties agree to cooperate in good faith, including, if necessary, making amendments to the Easement Notice or taking other reasonably required actions, to effectuate recording of the Easement Notice on all Properties.

6.26. Settlement Class Members shall make reasonable efforts to ensure that any occupant, lessee, or purchaser of a Property has notice of the Final Order and Judgment or of the Easement Notice.

6.27. Settling Parties shall not have and shall be released from, any and all claims, damages, costs, expenses and other liabilities of every kind and nature whatsoever, including, without limitation, any liability for slander of title, that may be asserted as a result of or in any way in connection with the recording of the Final Order and Judgment or notice thereof, against any person, whether a Class Member or not, provided that this release shall apply to PPC (or its successor in interest) promptly following PPC (or its successor in interest)'s determination that any Final Order and Judgment or notice thereof was recorded against a person who was not a Settlement Class Member, PPC (or its successor in interest) promptly takes all appropriate action to cause the record to be released.

VII. ATTORNEYS' FEES AND EXPENSES, AND SERVICE AWARDS

A. Attorneys' Fees and Expenses

7.1. The Attorneys' Fees and Expenses awarded to Class Counsel will be determined by the Court based on a petition filed by Class Counsel. The Parties agree that Class Counsel may apply to the Court for (a) an award of costs and expenses to be paid from the Settlement Fund, and (b) an award of reasonable attorneys' fees of up to 33% of the Settlement Fund.

7.2. Attorneys' Fees and Expenses awarded to Class Counsel shall be paid from the Settlement Fund within ten (10) days of any order of the Court awarding them, even if the order predates the Effective Date. In the event that the Effective

Date does not occur, or the Judgment or the order making the Fee and Expense 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 Fee and Expense Award has been paid to any extent, then Class Counsel who received any portion of the Fee and Expense Award shall be obligated, within ten (10) calendar days from receiving notice from Settling Parties or from a court of appropriate jurisdiction, to refund to the Settlement Fund such fees and expenses previously paid to them from the Settlement Fund plus interest thereon at the same rate as earned on the Settlement Fund in an amount consistent with such reversal or modification. Each such Class Counsel's law firm receiving fees and expenses, as a condition of receiving the Fee and Expense Award, on behalf of itself and each partner and/or shareholder of it, agrees that the law firm and its partners and/or shareholders are subject to the jurisdiction of the Court for the purpose of enforcing this provision, and are each severally liable and responsible for any required repayment.

B. Service Award For Named Plaintiffs

7.3. The Parties agree that the Court has authority under this Settlement Agreement to make discretionary Service Awards to each of the Plaintiffs. Settling Parties agree to not oppose Plaintiffs' application for Service Awards in the amount

not to exceed \$20,000 for each Plaintiff. Any Service Award awarded by the Court shall be paid solely from the Settlement Fund, within five (5) business days of the Effective Date. Any request for Service Awards will be based on Plaintiffs' time, effort and commitment to this Action, and will not be based or conditioned upon Plaintiffs' support for the Settlement. Any Service Award awarded by the Court will be in addition to the settlement benefits Plaintiffs will receive pursuant to Section IV of this Settlement Agreement.

7.4. The Parties agree that the effectiveness of this Settlement Agreement is not contingent upon the Court's approval of any attorneys' fees and expenses application or Service Award application. If the Court declines to approve, in part or in whole, the application for attorneys' fees and expenses or Service Awards, all remaining provisions of this Settlement Agreement shall remain in full force and effect. No decision made by the Court with respect to fees, expenses or Service Awards, or modification, reversal, or appeal of any decision by the Court concerning the payment of any attorneys' fees or expenses or Service Awards shall be grounds for termination or cancellation of this Settlement Agreement.

VIII. RELEASES

8.1. Upon the Effective Date, Plaintiffs and each Settlement Class Member, on behalf of themselves and any other legal entity or natural persons who may claim by, through, or under them, shall have fully, finally and forever released, relieved,

and discharged the Released Parties from and against any and all claims, demands, actions, suits, causes of action, allegations, rights, obligations, costs, losses, interests, debts, penalties, costs, fees, expenses, liabilities, injunctive or declaratory relief, attorneys' fees, and damages of any sort, known and unknown, suspected or unsuspected, fixed or contingent, now existing or hereafter, arising in whole or in part from or in connection with acts or omissions of any of the Settling Parties and their attorneys that were brought or should have been brought in this Action under principles of claim and issue preclusion, whether in law or in equity, in tort or contract, or arising under any statute or regulation. The Release shall be given by Plaintiffs and each Class Member on behalf of themselves and their respective legal representatives, heirs, executors, administrators, predecessors, agents, attorneys, successors in interest, insurers, subrogees, transferees, and assignees, in their capacities as such. The foregoing release shall not extend to obligations and liabilities arising under this Stipulation and Agreement of Settlement. Notwithstanding any other provision hereof, in the event a material portion of the Initial Payment or Final Payment is not timely paid, or is avoided or otherwise ordered returned by a court of competent jurisdiction, at the option of Plaintiffs the foregoing release provisions shall become void and of no effect, and the parties shall be restored to their respective positions in the Action (including the return of all Settlement Funds received by Plaintiffs or Class Counsel) as of the date immediately

preceding the execution thereof (subject to any payments deducted for Class Notice or payments to tax authorities, the Settlement Administrator, or the Settlement Fund Administrator).

8.2. In connection with this Settlement Agreement, Plaintiffs and Settlement Class Members acknowledge that they may hereafter discover claims presently unknown or unsuspected or facts in addition to or different from those that they now know or believe to be true concerning the subject matter of the Action and/or the Release provided herein. Nevertheless, it is the intention of Class Counsel, Plaintiffs and Settlement Class Members in executing this Settlement Agreement to fully, finally and forever settle, release, discharge and hold harmless all such matters and all claims with respect to the Action (whether or not previously or currently asserted in any action or proceedings), except as otherwise stated in the Settlement Agreement.

8.3. The Plaintiffs expressly understand and acknowledge and all Plaintiffs and Settlement Class Members will be deemed by the Final Order and Judgment to acknowledge and waive and relinquish with respect to such claims, any and all provisions, rights, and benefits of Section 1542 of the Civil Code of the State of California and any and all similar provisions, rights and benefits conferred by any law or any state or territory of the United States or principles of common law that is

similar, comparable or equivalent to Section 1542 of the California Civil Code, which provides as follows:

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.

8.4. Upon the Effective Date, Settling Parties release, relieve, and forever discharge Plaintiffs and their attorneys and all other Class Members from and against any and all claims, demands, actions, suits, causes of action, allegations, rights, obligations, costs, losses, interests, debts, penalties, costs, fees, expenses, liabilities, injunctive or declaratory relief, attorneys' fees, and damages of any sort, known and unknown, suspected or unsuspected, fixed or contingent, now existing or hereafter, arising in whole or in part from or in connection with acts or omissions of any of the Released Parties of any and every kind or nature, whether in law or in equity, in tort or contract, or arising under any statute or regulation, based solely upon the institution, prosecution, or settlement of the claims asserted in this Action, except for claims relating to the enforcement of this Settlement Agreement.

8.5. The foregoing Release does not affect or extend to Class Members who opt out. Nor shall the release 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); or *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 the claims of oil workers in the criminal restitution matter, *Victim Restitution Claimants v. The Superior Court of Santa Barbara County*, Court of Appeal Case No. B317229. The release also shall not apply to any “Individual Claims Against Only Plains” as defined in the March 31, 2023, joint case management conference statement for the April 7, 2023, status conference in the Action—i.e., Claims Four through Nine and Eleven through Fourteen.

8.6. The Plaintiffs and Settlement Class Members expressly agree that the Final Order and Judgment is and may be raised as a complete defense to and will preclude any action or proceeding encompassed by this Release.

8.7. The Plaintiffs and Settlement Class Members shall not now or hereafter institute, maintain, prosecute, assert and/or cooperate in the institution, commencement, filing or prosecution of any suit, action and/or proceeding against the Released Parties, either directly or indirectly, on their own behalf, on behalf of a class or on behalf of any other person or entity with respect to the claims, causes of action and/or any other matters released through this Settlement Agreement.

8.8. Nothing in this Release shall preclude any action to enforce the terms of the Settlement Agreement including participation in any of the processes detailed herein.

8.9. Nothing in this Release shall preclude claims for future injury or for future environmental remediation for contamination resulting from leaks or spills following restart of the Pipeline.

IX. REQUEST FOR EXCLUSION BY CLASS MEMBERS

9.1. The Notice shall provide that the Opt-Out Deadline will be forty-five (45) days following the Notice Date. In order to opt out, the Settlement Class Member must complete and send to the Settlement Administrator a request for exclusion that is post-marked no later than the Opt Out Deadline. The request for exclusion shall: (i) state the Settlement Class Member's full name, telephone number or the person opting out, and current address; (ii) provide information sufficient to identify, in full, the objector's impacted Property[ies], and (iii) specifically and clearly state his/her/its desire to be excluded from the Settlement and from the Settlement Class. All requests for exclusion shall be in writing and shall be signed by the member of the Settlement Class who is opting out. No other person or entity may opt out for a Settlement Class Member or sign a request for exclusion. Failure to strictly comply with these requirements and to timely submit the request for exclusion will result in the Settlement Class Member being bound by the terms of this Settlement Agreement.

9.2. Opt Outs may be done on an individual or Property basis only; so-called "mass" or "class" opt outs shall not be allowed.

9.3. Any Settlement Class Member who submits a timely request for exclusion shall not: (i) be bound by any orders or judgments entered in this Litigation after the date of exclusion; (ii) be entitled to any relief under, or be affected by, the Settlement Agreement; (iii) gain any rights by virtue of the Settlement Agreement; or (iv) be entitled to object to any aspect of the Settlement Agreement.

9.4. The Settlement Administrator shall report the names of all Settlement Class Members who have submitted a request for exclusion and provide copies of any and all written requests for exclusion to the Parties on a daily basis. Class Counsel shall provide a complete list of the names and addresses of excluded Class Members to the Parties and the Court ten (10) days prior to the final fairness hearing.

9.5. Except for those who timely and properly file a request for exclusion, all other members of the Settlement Class will be deemed to be Settlement Class Members for all purposes under the Settlement Agreement and upon the Effective Date, will be bound by its terms, regardless of whether they file a Claim Form or receive relief.

X. OBJECTIONS BY CLASS MEMBERS

10.1. The Class Notice and the Preliminary Approval Order shall state that any objection to the Settlement or any part of this Settlement Agreement, including any objection to Class Counsel's Attorneys' Fees and Expenses Application and/or

Service Awards, must be in writing and comply with all the requirements set forth herein and set by the Court in the Preliminary Approval Order and Class Notice.

10.2. The Class Notice shall require that any member of the Class who elects to object to this Settlement Agreement (or any part thereof) or to the motion for Attorneys' Fees and Expenses shall object in a writing signed by the member of the Class who is objecting, which objection shall be filed with the Court and served on counsel for the Parties, a prescribed number of days before the Fairness Hearing as provided for in the Preliminary Approval Order and/or the Class Notice.

10.3. To state a valid objection to the Settlement, an objecting Settlement Class Member must provide the following information in his, her or its written objection: (i) the case name and number, *Grey Fox, LLC et al. v. Plains All American Pipeline, L.P. et al.*, Case No. 16-cv-03157 PSG (JEM) (C.D. Cal.); (ii) his/her/its full name, current address, and current telephone number; (iii) information sufficient to identify, in full, the objector's impacted Property[ies]; (iv) a statement of the objection(s), including all factual and legal grounds for the position; (v) copies of any documents the objector wishes to submit in support; (vi) the name and address of the attorney(s), if any, who is representing the objecting Class Member in making the objection or who may be entitled to compensation in connection with the objection; (vii) a statement of whether the Class Member objecting intends to appear at the Final Approval Hearing, either with or without counsel; (viii) the identity of

all counsel (if any) who will appear on behalf of the Class Member objecting at the Final Approval Hearing and all persons (if any) who will be called to testify in support of the objection; (ix) the signature of the Class Member objecting, in addition to the signature of any attorney representing the Class Member objecting in connection with the objection, and (x) date the objection. In addition, any Class Member objecting to the Settlement shall provide a list of any other objections submitted by the objector, or the objector's counsel, to any class action settlements submitted in any court in the United States in the previous five years. If the Class Member or his or her counsel have not made any such prior objection, the Class Member shall affirmatively so state in the written materials provided with the objection.

10.4. Any Class Member who fails to timely file and serve such written statement and provide the required information will not be permitted to present any objections at the Fairness Hearing and such failure will render any such attempted objection untimely and of no effect, unless otherwise ordered by the Court. All presentations of objections will be further limited by the information listed. A Class Member's mere compliance with the foregoing requirements does not in any way guarantee a Class Member the ability to present evidence or testimony at the Fairness Hearing. The decision whether to allow any testimony, argument, or evidence, as

well as the scope and duration of any and all presentations of objections at the Fairness Hearing, will be in the sole discretion of the Court.

10.5. The Parties will request that the Court enter an order providing that the filing of an objection allows Class Counsel or Defendant's Counsel to notice such objecting person for, and take his, her or its deposition consistent with the Federal Rules of Civil Procedure at an agreed-upon location and to seek any documentary evidence or other tangible things that are relevant to the objection. Failure by an objector to make himself/herself/itself available for a deposition or comply with expedited discovery requests may result in the Court striking the objection and otherwise denying that person the opportunity to be heard. The Court may tax the costs of any such discovery to the objector or the objector's counsel should the Court determine that the objection is frivolous or made for improper purpose.

10.6. Any objecting Settlement Class Member who appeals a grant of Final Approval may be required to post an appeal bond.

10.7. The Parties shall promptly inform the Court of any consideration sought by an objector and the circumstances of such a request.

XI. NOTICES

11.1. All Notices to Class Counsel and Settling Parties' Counsel required by this Agreement shall be made in writing and communicated by email and United States mail to the following address:

All Notices to Class Counsel or Plaintiffs shall be sent to:

Robert J. Nelson
LIEFF CABRASER HEIMANN & BERNSTEIN, LLP
275 Battery Street, 29th Floor
San Francisco, CA 94111-3339

A. Barry Cappello
CAPPELLO & NOËL LLP
831 State Street
Santa Barbara, CA 93101-3227

Juli E. Farris
KELLER ROHRBACK L.L.P.
801 Garden Street, Suite 301
Santa Barbara, CA 93101

All Notices to Settling Parties' Counsel provided herein shall be sent to:

Anthony Duenner
Executive Vice President,
General Counsel, and Secretary
Sable Offshore Corp.
845 Texas Avenue, Suite 2920
Houston, TX 77002

With a copy to:

Jessica Stebbins Bina
Latham & Watkins, LLP
10250 Constellation Blvd, 11th
Floor
Los Angeles, California, 90067

11.2. The notice recipients and addresses designated in this Section may be changed by written request.

11.3. Upon the request of any Party, the Parties agree to promptly provide each other with copies of comments, objections, requests for exclusion or other documents or filings received as a result of the Notice.

XII. NO ADMISSION OF LIABILITY AND PRESERVATION OF ALL DEFENSES

12.1. This Settlement Agreement does not constitute an admission as to the merits, validity or accuracy or lack thereof of any of the allegations or claims asserted in the Action.

12.2. The Parties understand and agree that this Settlement Agreement embodies a compromise of disputed claims, and nothing in this Agreement, including the furnishing of consideration hereunder, shall be deemed to constitute an admission, finding or wrongdoing by Settling Parties, or to give rise to any inference of wrongdoing or admission of wrongdoing or liability, whether factual or legal, in this or any other proceeding.

12.3. Settling Parties specifically deny any liability or wrongdoing as well as the validity and accuracy of the allegations or the claims asserted in the Action.

12.4. Neither the fact nor the terms of this Settlement Agreement shall be offered or received in evidence in any action or proceeding for any purpose, except in an action or proceeding to enforce this Agreement or arising out of or relating to any Court order enforcing this Agreement.

12.5. By their agreement thereto, Settling Parties do not waive any defense or affirmative defenses that they may be entitled to assert in any future litigation.

XIII. REPRESENTATIONS, WARRANTIES, AND COVENANTS

13.1. Counsel for the Parties represent and warrant that they have the authority, on behalf of their clients, to execute, deliver and perform this Settlement Agreement and to consummate all of the transactions contemplated hereby. This Settlement Agreement has been duly and validly executed and delivered by all Parties and constitutes their legal, valid and binding obligation.

XIV. WITHDRAWAL AND TERMINATION

14.1. If the Court fails to (1) issue the Preliminary Approval Order, (2) certify the Settlement Class or (3) enter the Final Order and Judgment, the Parties agree that this Settlement Agreement is voidable by any Party by providing written notice to the other Parties within fifteen (15) days of the Court's action. In such event, subject to the payment of Notice and Administrative Costs to date, each Party shall return to its respective pre-settlement posture without prejudice or waiver to any Party's pre-settlement position on any legal or factual issue.

14.2. Any Party shall also have the option to withdraw from this Settlement Agreement, and to render it null and void, if any of the following occurs:

- a. Any objections to the proposed Settlement are sustained and such objection results in Court-ordered changes to the Settlement Agreement that

the withdrawing Party reasonably deems to be material (e.g., because it increases the cost of the settlement, delays approval and/or implementation of the Settlement, or deprives the withdrawing Party of a benefit of the Settlement);

b. The preliminary or final approval of the Settlement Agreement is not obtained without modification to the proposed preliminary approval order attached as Exhibit F to this Settlement Agreement or the proposed final order to be final in support of final approval, and any modification to such orders requested or stated by the Court as a condition for approval is reasonably deemed to be material and is not agreed to by the withdrawing Party (e.g., because it increases the cost of the settlement, delays approval and/or implementation of the Settlement, narrows the definition of or refuses to certify the Settlement Class or deprives the withdrawing Party of a benefit of the Settlement);

c. Entry of the Final Order and Judgment described in this Settlement Agreement is reversed or modified by an appellate court in a manner that the withdrawing party reasonably deems to be material.

For purposes of this Section, any reduction in the amount of Attorneys' Fees and Costs or Service Award requested shall not be deemed a material change to the Settlement Agreement.

14.3. To withdraw from the Settlement Agreement under any provision of this Section, the withdrawing Party must provide written notice of withdrawal to the other Parties' lead counsel and to the Court.

14.4. In the event that the number of Settlement Class Members who submit valid requests for exclusion from the Settlement exceeds a confidential threshold to which the Parties have separately agreed (and which they shall provide under seal to the Court), Settling Parties will have the exclusive right, at their option, to terminate the Settlement Agreement.

a. To elect to terminate the Settlement Agreement under this provision, Settling Parties must notify Class Counsel in writing of their election to do so within ten (10) days after the Opt Out List has been served on the Parties. If the first Opt Out List circulated by the Settlement Administrator does not contain sufficient Opt Outs to trigger Settling Parties' right to terminate, but the Settlement Administrator subsequently provides an updated Opt Out List containing sufficient Opt Outs to trigger Settling Parties right to terminate, then Settling Parties shall have ten (10) days from the circulation of the updated Opt Out List to exercise that right, and the Parties shall have the right, at their discretion, to request that the Court postpone the Fairness Hearing by the number of days between the provision of the initial and updated Opt Out Lists.

b. In the event Settling Parties reasonably exercise their right to terminate the Settlement Agreement under this provision, Class Counsel shall have, at their discretion, ten (10) days or such longer period as agreed to by the Parties to address the concerns of the Opt Outs. If through such efforts the total number on the Opt Out List subsequently becomes and remains fewer than the confidential threshold the Parties have separately agreed to, Settling Parties shall withdraw their election to terminate the Settlement Agreement. In no event, however, shall Settling Parties have any further obligation under this Agreement to any Opt Out unless he/she/it withdraws his/her/its request for exclusion.

14.5. In the event of withdrawal or termination, the Settlement Agreement shall be null and void, shall have no further force and effect with respect to any Part in the Action and shall not be offered in evidence or used in any litigation for any purpose, including the existence, certification or maintenance of any purported class. Each Party shall return to its pre-settlement posture without prejudice or waiver to any Party's pre-settlement position on any legal or factual issue. This Settlement Agreement and all negotiations, proceedings, documents prepared and statements made in connection herewith shall be without prejudice to the Parties, and shall not be deemed or construed to be an admission or confession by any Party of any fact, matter or proposition of law, and shall not be admitted into evidence or otherwise

used in any manner for any purpose. This Settlement Agreement does not constitute an admission or concession by any Party regarding the strength or weakness of any claim in the litigation, the validity or overburdening of the easements, or abandonment of the Pipeline. Upon withdrawal, any Party may elect to move the Court to vacate any and all orders entered pursuant to the provisions of the Settlement Agreement. Any notice or administrative costs incurred in connection with the Settlement shall be payable by the Parties even if the Court does not grant Final Approval or the Effective Date does not occur.

XV. MISCELLANEOUS PROVISIONS

15.1. This Settlement Agreement shall not be modified, altered or amended except in writing signed by all Parties. To the extent there is a conflict between the provisions of this Settlement Agreement, the Preliminary Approval Order, and the Final Approval Order, each such document shall have controlling effect in the following rank order: (1) the Final Approval Order; (2) the Preliminary Approval Order; and (3) this Settlement Agreement.

15.2. This Settlement Agreement may be executed in one or more counterparts and may be exchanged by facsimile, pdf, and/or other imaged signatures, which shall be as effective as original signatures. All executed counterparts taken together shall constitute one and the same instrument. Counsel

for the Parties shall exchange among themselves signed counterparts and a complete, assembled counterpart shall be filed with the Court.

15.3. The captions and headings of sections and paragraphs herein are included for convenience only and in no way define, limit, construe or otherwise describe the scope or intent of the provisions of this Settlement Agreement.

15.4. The administration and consummation of the settlement embodied in this Agreement shall be under the authority of the Court. The Court shall retain jurisdiction to protect, preserve and implement the Agreement, including but not limited to the Release. The Court expressly retains jurisdiction to enter such further orders as may be necessary or appropriate in administering and implementing the terms and provisions of this Settlement Agreement. By this provision, the Parties do not, however, intend to give the Court authority to change any term or condition of this Agreement over the objection of any Party.

15.5. Except as otherwise provided in this Settlement Agreement, the Parties shall bear their own attorneys' fees and costs and other expenses of the Action and in connection with this Agreement.

15.6. The Parties, their successors and assigns and their counsel agree to cooperate with one another in seeking Court approval of this Settlement Agreement and to use their best efforts to effect the prompt consummation of this Settlement Agreement and the proposed Settlement.

15.7. The drafting of this Agreement and the determination of the terms thereof has been by mutual agreement after arm's-length negotiation, with consideration by and participation of all Parties and their counsel. No provision of this Agreement shall be construed against any Party on the ground that one of the Parties or its counsel drafted the provision. The Parties were represented by competent and effective counsel throughout the course of the settlement negotiations and in the drafting and execution of this Agreement. There was no disparity in the bargaining power among the Parties.

15.8. This Agreement constitutes the entire, fully integrated agreement among the Parties. This Agreement cancels and supersedes all prior written and unwritten agreements and understandings pertaining to the settlement of the Action. The Parties acknowledge, stipulate and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation or understanding concerning any part of all of the subject matter of this Settlement Agreement has been made or relied on except as expressly set forth in this Settlement Agreement.

15.9. The Parties agree that Robert Meyer, Esq. will continue to serve as a mediator for any disputes between them arising out of the Settlement Agreement arising prior to the Effective Date.

15.10. The Agreement shall be governed by and interpreted according to the laws of the State of California. The exclusive forum for any dispute will be the

United States District Court for the Central District of California, unless such District Court lacks subject matter jurisdiction, in which case the forum shall be any court with jurisdiction.

15.11. If any dispute arises regarding the implementation or interpretation of this Agreement, the Parties agree to use reasonable efforts to resolve the dispute. If no agreement can be reached, the dispute will be submitted to the Court, which will retain continuing jurisdiction to resolve disputes. The Parties do not intend by this provision to give the Court authority to change any term or condition of this Agreement over the objection of a Party.

15.12. In the event any one or more of the provisions contained in the Settlement Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect other provisions only if Class Counsel and Settling Parties mutually elect to proceed as if such invalid, illegal or unenforceable provision had never been included in this Settlement Agreement.

15.13. All time periods set forth in this Agreement shall be computed in calendar days unless otherwise expressly provided. If the date for performance of any act required by or under this Agreement falls on a Saturday, Sunday, or court holiday, that act may be performed on the next business day with the same effect as

if it had been performed on the day or within the time specified by or under this Agreement.

15.14. The Parties reserve the right, by agreement and subject to the Court's approval, to grant any reasonable extensions of time that might be necessary to carry out any of the provisions of this Settlement Agreement, as well as to correct any inadvertent, non-substantive mistakes or typographical errors contained in this Settlement Agreement, without notice to Class Members except that the Settlement Administrator shall ensure that such dates are posted on the Settlement Website.

15.15. No delay or failure by any Party in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver a Party gives on any one occasion is effective only in that instance and will not be construed as a waiver of any right on any other occasion unless otherwise agreed in writing.

15.16. All notices to the Parties or counsel required by this Settlement Agreement shall be made in writing and communicated by electronic and regular mail to the addresses below.

IN WITNESS HEREOF, the Parties have caused this Settlement Agreement to be executed by their duly authorized attorneys below.

DATED this 26th day of March, 2024.

Settling Parties:

Date: March 26, 2024



Sable Offshore Corp.



By _____
J. Caldwell Flores
President

Date: March 26, 2024



Pacific Pipeline Company



By _____
J. Caldwell Flores
President

Settling Parties' Counsel (as to form):

Date: March 26, 2024



Jessica Stebbins Bina

By: Jessica Stebbins Bina
Latham & Watkins, LLP

Plaintiffs:

Date: 26/03/2024

Roger McMullin
Roger McMullin (Mar 26, 2024 14:48 PDT)

Grey Fox, LLC

By Roger McMullin

Date: 26/03/2024

Roger McMullin
Roger McMullin (Mar 26, 2024 14:48 PDT)

MAZ Properties, Inc.

By Roger McMullin

Date: 26/03/2024

Roger McMullin
Roger McMullin (Mar 26, 2024 14:48 PDT)

Bean Blossom, LLC

By Roger McMullin

Date: 26/03/2024

Roger McMullin
Roger McMullin (Mar 26, 2024 14:48 PDT)

Winter Hawk, LLC

By Roger McMullin

Date: 26/03/2024

Mark Tautrim
Mark Tautrim (Mar 26, 2024 14:22 PDT)

Mark Tautrim, Trustee of the Mark
Tautrim Revocable Trust

Date: 26/03/2024

Denise McNutt
Denise McNutt (Mar 26, 2024 12:00 PDT)

Denise McNutt

Class Counsel:

Date: March 26, 2024



Robert J. Nelson
Nimish Desai
Wilson M. Dunlavey
LIEFF CABRASER HEIMANN &
BERNSTEIN, LLP

Date: March 26, 2024



Lynn Lincoln Sarko
Juli Farris
Matthew J. Preusch
KELLER ROHRBACK L.L.P.

Date: 3-26-24



A. Barry Cappello
Leila J. Noël
Lawrence J. Conlan
CAPPELLO & NOËL LLP

EXHIBIT 1-A

APN	ATC
081-230-021	Yes
081-210-050	Yes
081-210-051	Yes
081-210-046	Yes
081-200-028	Yes
081-200-031	Yes
081-200-032	Yes
081-200-033	Yes
081-210-047	Yes
081-150-006	Yes
081-150-007	No
081-150-002	Yes
081-150-028	Yes
081-140-019	Yes
081-140-025	Yes
081-140-023	No
081-130-053	No
081-130-068	No
083-700-019	No
083-700-023	No
083-330-032	Yes
083-430-034	Yes
083-500-029	Yes
083-430-033	Yes
083-430-035	Yes
083-430-031	Yes
083-430-030	Yes
083-430-022	Yes
083-330-024	Yes
083-330-012	Yes
083-190-012	No
083-190-013	No
083-180-011	No
083-180-037	No
083-190-004	No
083-180-016	No
099-690-001	Yes
099-400-069	No
099-400-073	No
099-400-090	No
099-400-017	No
099-630-001	No
099-630-003	No
099-630-007	No
099-630-008	No
099-640-003	Yes

APN	ATC
099-640-006	Yes
099-040-009	No
099-040-019	No
133-151-058	No
133-110-062	No
133-070-015	No
133-070-016	No
133-110-061	No
133-070-004	No
133-070-009	No
129-260-038	Yes
133-010-024	Yes
133-040-011	Yes
133-070-027	Yes
129-260-037	No
129-260-030	No
129-050-014	No
131-130-016	Yes
131-090-089	Yes
131-190-004	No
131-190-016	No
131-090-024	No
131-141-001	No
131-090-073	No
131-090-075	Yes
131-200-025	Yes
131-200-013	Yes
131-200-014	Yes
131-200-012	No
131-200-001	No
131-200-002	No
131-200-003	No
131-190-005	No
131-190-013	No
131-190-006	No
131-190-009	No
131-190-008	No
131-190-007	No
131-190-010	No
131-030-048	No
131-030-049	No
131-030-053	No
131-030-043	No
131-030-003	Yes
131-030-019	Yes
131-030-021	Yes

APN	ATC
131-030-039	Yes
131-010-026	Yes
131-010-066	No
131-030-018	No
131-020-005	Yes
094-381-015	Yes
094-381-010	Yes
094-381-011	Yes
094-381-012	Yes
094-381-014	Yes
094-391-012	No
094-401-003	No
094-411-014	Yes
094-411-016	Yes
096-032-009	Yes
096-131-004	Yes
096-141-002	Yes
096-141-003	Yes
096-141-004	Yes
096-121-001	Yes
096-121-002	Yes
096-131-001	Yes
096-131-003	Yes
096-411-008	Yes
096-411-009	Yes
096-421-012	Yes
096-451-012	Yes
096-441-059	Yes
096-451-004	Yes
096-451-005	Yes
096-451-006	Yes
096-451-013	Yes
096-451-015	Yes
096-451-016	Yes
096-451-019	Yes
096-451-020	Yes
096-451-021	Yes
096-451-023	Yes
096-441-060	Yes
096-441-061	Yes
096-441-026	Yes
096-441-065	Yes
096-441-012	Yes
096-441-013	Yes
096-441-014	Yes
096-441-015	Yes

APN	ATC
096-441-025	Yes
239-232-02	No
240-251-02	No
240-260-10	No
240-260-13	No
240-260-19	No
240-260-21	No
240-260-15	No
239-231-06	No
239-231-18	No
239-231-21	No
239-232-03	No
239-231-07	No
239-212-05	No
239-212-10	No
239-212-14	No
239-231-08	No
239-211-18	No
239-310-28	No
239-310-27	No
239-310-25	No
239-310-21	No
239-132-17	No
239-132-35	No
099-750-001	No
099-750-015	No
099-750-018	No
099-750-019	No
099-750-020	No
099-750-021	No
099-750-022	No
099-750-023	No
099-760-015	No
099-760-016	No
099-760-017	No
099-760-018	No
099-760-019	No
099-760-020	No
099-760-021	No
099-760-022	No
099-800-020	No
099-800-021	No
099-800-017	No
099-800-022	No
099-800-023	No

EXHIBIT 1-B

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

GREY FOX, LLC a California limited liability company, et al.

Case No. 2:16-cv-03157-PSG-JEM

Plaintiffs,

Judge Philip S. Gutierrez

v.

PLAINS ALL AMERICAN PIPELINE, L.P., et al.,

Defendants.

**NOTICE AND RECORDATION OF FINAL ORDER AND JUDGMENT
REGARDING LAS FLORES PIPELINE EASEMENT ON THIS PROPERTY**

Property Assessor Parcel Number: _____

Affected Agreement(s): _____

On [Final Approval Date], the Honorable Philip S. Gutierrez, Chief Judge of the United States District Court for the Central District of California, entered a Final Order and Judgment in this class action lawsuit. Dkt. [redacted] (“the Order”). The Order became effective on [Effective Date]. The Order granted approval to a Class Action Settlement reached between the owners of property with easements for the Las Flores Pipeline System, formerly known as Plains Pipeline’s Line 901 and 903 (the “Pipeline”). The list of agreements subject to this Order, identified by title, date, county, and recording number, and the list of properties subject to the Order and Settlement, identified by Assessor Parcel Numbers (APNs), appears at the end of this Notice. The list of properties further identifies those with ATC Clauses, as defined in paragraph 3 below, and in the Order and Agreement. The specific easement (“Easement”) subject to this Notice is identified above.

This property is subject to both the Order and the Settlement Agreement. Pursuant to the Order, both the Order and the Settlement Agreement are deemed recorded and part of this property’s records as if recorded in full. The Order, and the Settlement Agreement it approves, affect the scope and terms of the

1 Easement on this property (in particular, any termination clauses in the Easement),
2 limits the ability of the Easement holder to replace the Pipeline with a second, new
3 Pipeline, and grants the Pipeline owner temporary construction easements, in
4 addition to rights conveyed by the existing permanent Easement, for purposes of
5 conducting work necessary to restart the Pipeline.

6 These terms of the Order and Settlement Agreement include the following
7 material terms affecting the existing Easement:

- 8 1. Grantor and Grantee acknowledge that the Right-of-Way Agreement
9 does not permit the installation of a second, new pipeline system. The
10 foregoing shall not affect any rights of Grantee under the Right-of-
11 Way Agreement with respect to any existing pipeline and shall not
12 affect any right of Grantor to grant to Grantee the right to construct a
13 second, new pipeline in the future pursuant to a separate right of way
14 agreement.
- 15 2. From the execution date of the Settlement Agreement, Grantor shall
16 permit reasonable access to the Properties consistent with the existing
17 Easement(s), which for the avoidance of doubt, includes, but is not
18 limited to, access required by regulatory authorities, access required to
19 inspect, operate and maintain, or repair the Pipeline or related
20 materials, and any and all other access reasonably required to restart
21 and operate the Pipeline and obtain the necessary regulatory approvals.
22 For the avoidance of doubt, the foregoing shall include the installation
23 of check valves and motor operated valves, and related ground
24 appurtenances and equipment to the extent necessary to operate and
25 maintain, or repair the Pipeline and/or as required by regulatory
26 authorities. Grantor affirms that the scope of all easements includes all
27 access reasonably necessary in order to restart and to operate the
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Pipeline and to comply with any and all actions required by regulators, including, if required by regulatory authorities, the construction and maintenance of valves.

3. Grantor agrees that any provision in a Right-of-Way Agreement providing for termination or automatic termination of the Right-of-Way Agreement for failure to maintain, operate, and/or use the Pipeline (or any combination thereof) for a specified period of time (an “ATC Clause”), is, from Effective Date of the Settlement Agreement, construed as follows: The ATC Clause does not apply unless: (1) Grantee provides written notice to Grantor of Grantee’s intent to abandon the pipeline; or (2) Grantee fails to substantially perform all 49 C.F.R. Part 195 activities on the Pipeline for the period specified in the ATC Clause; or (3) after the Pipeline has been restarted, there is a final, non-appealable finding by the court overseeing the Consent Decree (and/or any applicable appellate court) that Grantee failed to maintain, operate, and/or use (in each case as specified in the ATC clause) the Pipeline for the period specified in the ATC clause, and that the failure was substantially due to Grantee’s material lack of compliance with the Consent Decree. For the avoidance of doubt, any finding that there was a failure by Grantee’s predecessors in interest to maintain, operate, and/or use the Pipeline due to a material lack of compliance with the Consent Decree shall not constitute a finding against Grantee within the meaning of the foregoing. Grantor submits to the jurisdiction of the court overseeing the Consent Decree for purposes of adjudicating any disputes under subsection (3). Under subsection 5.7 (3), and absent any contrary order granting preliminary relief issued by the court overseeing the Consent Decree, Grantee shall

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have full access to the Right-of-Way as provided in the Agreement until the requisite final, non-appealable finding is made.

4. Grantor further agrees that the ATC Clauses are suspended for a period of 5 years from the Effective Date or until the Pipeline restarts, whichever is sooner.
5. Grantor acknowledges and agrees that the existing Right-of-Way grant permits the construction of automatic shutoff valves and any above- and below-ground appurtenances or equipment/structures that may be necessary or desirable to construct or operate the automatic shutoff valves, including but not limited to power and communication cables, electrical equipment, and fencing on or near the valve sites.

The Order and Settlement Agreement are available for viewing and download at [Settlement Website], and are available in the Court's records as docket entry numbers and .

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List of Right of Way Agreements Subject to this Order (by Recording Number)

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List of Properties Subject to Order and Settlement Agreement (by APN)

EXHIBIT 1-C

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA

If you own property through which the Las Flores Pipeline System (formerly known as Plains' Line 901 and Line 903) passes, 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.*

- A proposed Settlement has been reached in a class action lawsuit called *Grey Fox, LLC et al. v. Plains All American Pipeline, L.P. et al.*, No. CV 16-03157 PSG (C.D. Cal.) (JEM).
- The lawsuit was first filed on May 6, 2016 by property owners who had Easement Contracts or Right-of-Way grants ("Easements") with Plains All American Pipeline, L.P. and Plains Pipeline, L.P. ("Plains") or its predecessors. These Easements allowed Plains' Line 901 and 903, now called the Las Flores Pipeline System (the "Pipeline"), to be installed and operated through their properties. Among other claims, the lawsuit asserted that the Easements had terminated for all Class Properties because the pipeline companies had failed to use, operate, and maintain the Pipeline for many years.
- The Settlement has been reached between the Plaintiffs, on behalf of themselves and the Court-certified Class of other property owners along the Pipeline, and the new owners of the Pipeline and Easements. The new owners are Pacific Pipeline Company ("PPC") and Sable Offshore Corp., collectively with PPC, "Settling Parties." PPC purchased the Pipeline from Plains in October 2022, and Sable purchased PPC in February 2024.
- The Settlement covers all owners of real property, as of the Opt-Out Deadline (explained below), through which the Pipeline passes pursuant to Right-of-Way Grants or via condemnation ("Class Properties"). You are a Settlement Class Member if you own one of these properties and do not Opt Out of the Settlement.
- As part of the Settlement, the Settling Parties agree to pay **\$70 million** to the Class, and agree that the Easements do not allow them to install a second, new pipeline, for example by replacing the existing one. The Settling Parties also agree to make reasonable efforts to obtain governmental approval for the installation of automatic shutoff valves, a safety feature. **Each Class Property will receive at least \$50,000.** Some Class Properties will receive more than \$50,000, depending on the property's size, value, Easement language, and what repairs or other work will occur on that property. In exchange, the Class agrees that the Easements permit the repair and operation of the Pipeline. The Class also agrees that Sable is allowed to record a notice for each property (1) stating that the Easements remain in effect and permit the repair and operation of the Pipeline, including taking any action required by governmental authorities to repair and/or operate the Pipeline, (2) clarifying the terms of any automatic termination clauses in the Easements, (3) suspending any such automatic termination clauses for five years, and (4) affirming that the easements permit the construction of automatic shutoff valves and related above- and below-ground structures. Finally, the Class agrees not to oppose efforts by the Settling Parties to obtain governmental approval for the automatic shutoff valves. Attorneys' fees, court costs, and settlement administration costs will also be paid from the settlement fund.
- If approved, the proposed Settlement will fully, finally and forever resolve, discharge and settle the PPC claims in this lawsuit.

**PLEASE READ THIS NOTICE CAREFULLY.
IF YOU ARE A SETTLEMENT CLASS MEMBER,
THE SETTLEMENT AFFECTS YOUR RIGHTS.**

YOUR LEGAL RIGHTS AND OPTIONS		
DO NOTHING AND RECEIVE A PAYMENT	<ul style="list-style-type: none"> Automatically receive a payment from the Settlement Be bound by the Settlement 	
EXCLUDE YOURSELF (OPT-OUT)	<ul style="list-style-type: none"> Receive no payment from the Settlement Keep your right to sue Settling Parties and the other Released Parties over the claims resolved by the Settlement 	Postmarked on or before Month x, 2024
OBJECT	<ul style="list-style-type: none"> Tell the Court what you do not like about the Settlement You will still be bound by the Settlement, and you will still receive your payment 	Served/Filed no later than Month x, 2024

- This Notice explains your rights and options **and the deadlines to exercise those rights and options.**
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be distributed to all qualifying Settlement Class Members, only if the Court approves the Settlement and after potential appeals are resolved.

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BASIC INFORMATION

1. Why was this Notice issued?

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

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 *Grey Fox, LLC et al. v. Plains All American Pipeline, L.P. et al.*, No. CV 16-03157 PSG (JEM). The persons who have filed the class action lawsuit and were appointed by the Court as Class Representatives are Grey Fox, LLC; MAZ Properties, Inc.; Bean Blossom, LLC; Winter Hawk, LLC; Mark Tautrim, Trustee of the Mark Tautrim Revocable Trust; and Denise McNutt (together “Plaintiffs”). As explained above, the Settling Parties in the lawsuit are Pacific Pipeline Company (“PPC”), a defendant in the lawsuit, and Sable, which owns PPC.

2. What is this case about?

On May 19, 2015, the Las Flores Pipeline System (formerly known as Plains’ Line 901 and Line 903) (the “Pipeline”) ruptured in Santa Barbara County. The Pipeline was then owned and operated by Plains.

On May 6, 2016, Plaintiffs, who had easement contracts with Plains or Plains’ predecessors, filed a lawsuit against Plains asserting, among other things, that Plains had violated the easement contracts by failing to maintain the Pipeline, and that the easement contracts did not permit Plains to build a replacement pipeline. Plaintiffs later amended their Complaint in 2020, asserting that the Easements had terminated as a result of Plains’ failure to maintain, operate, and use the Pipeline for many years. Specifically, Plaintiffs maintained that certain easement contracts had express automatic termination provisions (“ATC clauses”) that were triggered if the Pipeline was not maintained, operated, and/or used for up to five years. Plaintiffs also asserted that *all* easements had terminated under California law because Plains and PPC had abandoned them by not using, maintaining, and operating the easements for a period of years. Accordingly, Plaintiffs argued that the owner of the Pipeline needed to acquire new Right-of-Way grants to replace, repair, and/or operate it.

Among other things, PPC argued that the ATC clauses were not triggered, and that the easements had not been abandoned and were still active. Accordingly, PPC argued that it was fully authorized to repair and operate the Pipeline without any compensation to Plaintiffs.

3. Why is there a Settlement?

In October 2022, Mobil Pacific Pipeline Company purchased the Pipeline. It thereafter conferred the Pipeline to its then-wholly-owned subsidiary PPC. On February 22, 2023, the Court added PPC as a defendant in the lawsuit. Sable has since purchased PPC. As a result, Sable had an interest in resolving the claims in the litigation, which led to the proposed Settlement.

The Court has not decided who is right or wrong. Instead, the Settling Parties agreed to the Settlement to avoid the uncertainties and expenses associated with continuing the litigation. Plaintiffs and Class Counsel believe the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class.

WHO'S INCLUDED IN THE SETTLEMENT?

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

The Settlement Class includes all owners of real property through which Line 901 and/or Line 903 passes pursuant to Right-of-Way grants and the owner of APN No. 133-070-004, for which land rights were initially conveyed via condemnation.

Specifically excluded from the Settlement Class are (i) Class Counsel; (ii) Settling Parties and Settling Parties' officers, directors, employees, agents, and representatives; (iii) Settling Parties' Affiliates, and Settling Parties' Affiliates' officers, directors, employees, agents, and representatives; (iv) any fossil fuel company; (v) any government entity or division; and (vi) the judges who have presided over this Action.

THE SETTLEMENT BENEFITS

5. What does the Settlement provide?

If the Settlement is approved, Sable will agree to pay a total of **\$70,000,000** to Settlement Class Members—there are fewer than 200 Class Properties—in exchange for Class Members agreeing that Sable and its successors are permitted to repair and operate the Pipeline pursuant to the existing Right-of-Way grants, and subject to certain safety measures, and permitting Sable to record notices for each property clarifying this right and the circumstances under which the Right-of-Way grants can terminate. PPC (whether owned by Sable or any other entity) has no financial obligations or liability in the Settlement, and is not responsible for payment of the Settlement Amount. The Settlement Fund, less attorneys' fees and expenses, Notice and Administration Costs, and all other Court-approved deductions (the "Net Settlement Fund"), will be distributed to eligible Settlement Class Members. The Settlement Administrator will determine the portion of the Net Settlement Fund payable to Settlement Class Members based on the Court-approved Plan of Allocation.

Plaintiffs, Settlement Class Members, and Class Counsel have also agreed to cooperate with Settling Parties with all steps reasonably required to restart the Pipeline. For instance, Settlement Class Members agree to:

- 1) *Not* interfere with or take any action aimed at preventing regulatory approvals from issuing for the Pipeline's restart and operation;
- 2) Permit reasonable access to the Properties, including but not limited to access required by regulatory authorities, access required to inspect, operate, maintain, or repair the Pipeline or related materials, and any and all other access reasonably required to restart the Pipeline and obtain the necessary regulatory approvals, including the installation of check valves and motor operated valves where appropriate, and related ground appurtenances and equipment necessary to operate, maintain, and repair the Pipeline;
- 3) Permit Sable to record easement notices for each Class Property stating that:
 - a. The existing Right-of-Way grants do not permit the installation of a second, new pipeline system;
 - b. The existing Right-of-Way grants with ATC clauses apply only in the event that Sable or its successors-in-interest provide written notice to each Class Property of an intent to abandon the Pipeline; fail to substantially perform all 49 C.F.R. Part 195 activities on the Pipeline for the period specified in the applicable ATC clause; or after the Pipeline has been restarted, there is a final, non-appealable finding by the court overseeing the Consent Decree (and/or any applicable appellate court) that Sable or its successors-in-interest failed to maintain,

operate, and/or use the Pipeline for the period specified in the ATC clause, and that the failure was substantially due to the Pipeline Operator's material lack of compliance with the Consent Decree.

- c. The existing Right-of-Way grant permits the construction of automatic shutoff valves and any above- and below-ground appurtenances or equipment/structures that may be necessary or desirable to construct or operate the automatic shutoff valves, including but not limited to power and communication cables, electrical equipment, and fencing on or near the valve sites.
- d. The ATC Clauses are suspended for a period of 5 years from the Effective Date or until the Pipeline restarts, whichever is sooner.

Settling Parties will also do their part to cooperate. For instance, Settling Parties agree to:

- 1) Provide notice to Class Counsel once a week listing all Properties to be accessed in the following week, and shall provide greater notice when possible if access to a Property is likely to be intrusive (e.g., will require excavation or noisy construction work); **however,**
- 2) **Settling Parties will not** be required to provide notice for any urgently required access (e.g., an emergency on the Pipeline, a call from a construction company requiring monitoring on the Property, or similar), or non-intrusive access (access that does not physically impact the Property) required by regulatory authorities (though Settling Parties will provide such notice where reasonably practicable).

A more detailed description of the Settlement can be found in the Settlement Agreement at www.LasFloresPipelineSystemSettlement.com.

6. How will the lawyers be paid?

Under the Settlement Agreement, any fees or costs awarded to Class Counsel or Class Representatives will be paid out of the Settlement Fund. Class Counsel must first apply to the Court for their fees and expenses, and the Court may award less than the amount requested by Class Counsel.

Class Counsel may apply to the Court to have their incurred litigation costs and expenses paid from the Settlement Fund. In addition, Class Counsel may apply to the Court for an award of reasonable attorneys' fees not to exceed one-third of the Settlement Fund, or approximately \$23,100,000. Class Counsel will also ask the Court to award up to \$20,000 to each Class Representative as a service award, in recognition of their time and effort spent on behalf of the Settlement Class in achieving this Settlement over the eight years of litigation.

Class Counsel will file their motion for attorneys' fees and expenses no later than **Month x**, 2024 and a copy of the motion will also be available at www.LasFloresPipelineSystemSettlement.com.

7. What are the reasons for the Settlement?

Plaintiffs and Class Counsel believe that this Settlement is fair and reasonable to the Settlement Class for several reasons. First, Plaintiffs and Class Counsel believe that \$70 million is a significant recovery for Settlement Class members, because Plaintiffs only have one certified claim remaining out of 15 claims. Second, there is no guarantee that Plaintiffs would have prevailed at trial on their one remaining certified claim. Third, Plaintiffs have pursued this litigation for eight years, and would have to wait significantly longer to receive a possible recovery if this case went to trial and was appealed to the Ninth Circuit. In short, 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 Settlement Class.

Questions? Please call [1-**xxx-xxx-xxxx**] or visit www.LasFloresPipelineSystemSettlement.com

THIS NOTICE IS NOT AN EXPRESSION OF ANY OPINION BY THE COURT. THIS NOTICE IS SOLELY TO ADVISE YOU OF THE PROPOSED SETTLEMENT OF THIS LAWSUIT AND YOUR RIGHTS IN CONNECTION WITH THAT SETTLEMENT.

THE LAWYERS REPRESENTING YOU

8. Do I have a lawyer in the litigation?

Yes. The Court has appointed Cappello & Noel LLP, Keller Rohrback L.L.P., and Lieff Cabraser Heimann Bernstein LLP as Class Counsel. Class Counsel believe, after conducting an extensive investigation, that the Settlement Agreement is fair, reasonable, and in the best interests of the Settlement Class. 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:

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

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

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

EXCLUDING YOURSELF FROM THE SETTLEMENT

9. Can I exclude myself from the Settlement?

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

10. How do I exclude myself from the Settlement?

To exclude yourself (or “opt-out”) from the Settlement, you must mail a request for exclusion postmarked no later than **Month x, 2024**, to the Settlement Administrator at the following address:

X Settlement
Exclusions
c/o JND Legal Administration
P.O. Box **xxxxx**
Seattle, WA 98111-9350

Your exclusion request must include:

- 1) Your full legal name, telephone number, and current mailing address;
- 2) Information sufficient to identify your impacted Property[ies];
- 3) A statement that you choose to be excluded from the Settlement; and
- 4) Your handwritten signature.

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

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

OBJECTING TO THE SETTLEMENT

11. How do I object to the Settlement?

If you are a Settlement Class Member (meaning you do not exclude yourself from the Settlement), 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 a written objection stating that you object to the Settlement in *Grey Fox, LLC et al. v. Plains All American Pipeline, L.P. et al.*, Case No. 16-cv-03157 PSG (JEM).

Your written objection must include:

- 1) Your full name, current address, and current telephone number;
- 2) Information sufficient to identify your impacted Property[ies];
- 3) A statement of the objection(s), including all factual and legal grounds for the position;
- 4) Copies of any documents you wish to submit in support;
- 5) The name and address of the attorney(s), if any, who is representing you in making the objection or who may be entitled to compensation in connection with the objection;
- 6) A statement of whether you intend to appear at the Fairness Hearing, either with or without counsel;
- 7) The identity of all counsel (if any) who will appear on your behalf at the Fairness Hearing and all persons (if any) who will be called to testify in your support;
- 8) Your signature, in addition to the signature of any attorney representing you in connection with the objection, and the date; and
- 9) A list of any other objections submitted by you, or your counsel, to any class action settlements submitted in any court in the United States in the previous five years. If you or your counsel have not made any such prior objection, you should affirmatively state so.

Objections must be filed with the Court and mailed or delivered to Class Counsel *and* Counsel for the Settling Parties listed below by certified mail postmarked no later than **Month x, 2024**. If you or your counsel intends to make an appearance at the Fairness Hearing, you must provide Class Counsel, Counsel for the Settling Parties and the Clerk of the Court a written notice of intention to appear by **Month x, 2024**.

Failure to file a notice of intention to appear will result in the Court declining to hear the objecting Class Member or the Class Member’s counsel at the Fairness Hearing.

Class Counsel	Counsel for Settling Parties
<p>A. Barry Cappello CAPPELLO & NOËL LLP 831 State Street Santa Barbara, CA 93101 (805) 564-2444</p>	<p>Jessica Stebbins Bina LATHAM & WATKINS LLP 10250 Constellation Place, 7th Floor Los Angeles, CA 90067 (424) 653-5525</p>
<p>Juli E. Farris KELLER ROHRBACK L.L.P. 801 Garden Street Santa Barbara, CA 93101 (805) 456-1497</p> <p>Robert J. Nelson LIEFF CABRASER HEIMANN BERNSTEIN LLP 275 Battery Street, 29th Floor San Francisco, CA 94111-3339 (415) 956-1000</p>	The Court
	<p>Clerk of the Court United States District Court for the Central District of California First Street Courthouse 350 West 1st Street Los Angeles, California 90012-4565</p>

12. What is the difference between objecting and excluding?

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

HOW TO GET BENEFITS

13. How can I get a payment?

If the Settlement is approved, members of the Settlement Class will be sent checks automatically and will not have to file claims to receive Settlement payments. Only owners of eligible properties as of the “Opt-Out Deadline” will receive compensation. Payments will be made out to the owners of Class Properties as indicated in public records, and will be mailed to the address on file in county tax assessor records or other comparable sources. If you are unsure whether you are a Class member entitled to compensation, or if you have questions about the payee name or address for a Class Property in which you have a valid, legal interest, you should speak to the Settlement Administrator and/or visit the Settlement Website at www.LasFloresPipelineSystemSettlement.com for more information. See Question 15 below for more information. Also, if you exclude yourself from the Settlement, you will not receive any payment.

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

The amount provided to each Property will be based on a Court-approved Plan of Allocation. Class Counsel will submit the proposed Plan of Allocation to the Court no later than **Month x**, 2024 and post it at www.LasFloresPipelineSystemSettlement.com.

In brief, each Class Property would receive a \$50,000 base payment. Each Class Property will receive additional compensation depending on three factors: the value of the property relative to similar properties and other Class Properties, whether the Class Property's easement contained an automatic termination clause, and the extent of repairs and work required on the Property relative to the others. Assuming no Properties opt out of the Settlement, Class Counsel estimate that all Class Properties will receive at least \$50,150, with an estimated median payment of approximately \$90,000 and an estimated average payment of \$230,000.

15. What happens if I sell my property?

If you sell your Class Property before the Opt-Out Deadline of **_____**, you might not be entitled to compensation from the Settlement. Only current owners of eligible properties as of the Opt-Out Deadline are entitled to compensation. If you sell your Class Property after the Opt-Out Deadline, you will still receive compensation from the Settlement, not the buyer. For more information, see paragraph **2.17** of the Settlement, available on the Settlement website.

16. What if I am considering selling my property?

If you are considering selling your Class Property, you should consult your real estate agent and your real estate lawyer to advise you regarding providing this notice to prospective purchasers. If you do decide to sell your property, you may not be entitled to compensation from the Settlement. See Question **15** for more information.

OBLIGATIONS AND RELEASED CLAIMS

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

If you are a Settlement Class Member and you do not exclude yourself from the Settlement, you will automatically receive Settlement benefits, and you will be bound by the terms of the Settlement upon final approval by the Court.

18. What claims will be released by the Settlement?

If the Settlement is approved by the Court, the Court will grant the Settlement final approval. If the final approval order becomes final pursuant to the terms of the Settlement Agreement, all Released Claims will be fully and finally compromised, settled and released, and Claim 15, the only remaining claim against PPC (and its successors in interest) will be dismissed with prejudice. The specific claims you are giving up against Settling Parties are described in the Settlement Agreement at www.LasFloresPipelineSystemSettlement.com. The Settlement Agreement describes the Released Claims with specific descriptions, so read it carefully. If you have any questions you can talk to the lawyers listed in Question **11** for free or you can, of course, talk to your own lawyer if you have questions about what this means.

FAIRNESS HEARING

19. May I attend the Fairness Hearing?

Yes. The Court will hold a Fairness Hearing on **Month x, 2024**, at **x:xx x.m. Pacific Time**, before the Honorable Philip 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 (a) determine whether to grant final approval of the Settlement; (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 Plan of Allocation.

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

Unless otherwise directed by the Court, any Settlement 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.

20. Do I have to come to the Fairness Hearing?

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

GETTING MORE INFORMATION

21. How can I get more information?

This Notice summarizes the Settlement. You can get more details and print the Settlement Agreement at www.LasFloresPipelineSystemSettlement.com. You may also write with questions or notify the Settlement Administrator regarding address changes to **x** c/o JN D Legal Administration, P.O. Box **xxxxx**, Seattle, WA 98111, email at Info@xxx.com or call the Settlement Administrator at **1-xxx-xxx-xxxx**.

PLEASE DO NOT CONTACT THE COURT

DATED: **MONTH X**, 2024

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

EXHIBIT 1-D

If you own property through which the Las Flores Pipeline System (formerly known as Plains' Line 901 and Line 903) passes, you may be entitled to a payment from a class action settlement

A Federal Court authorized this Notice.

A proposed Settlement has been reached in a class action lawsuit called *Grey Fox, LLC et al. v. Plains All American Pipeline, L.P. et al., No. CV 16-03157 PSG (C.D. Cal.) (JEM)*. Records indicate that you are a Settlement Class Member. This notice summarizes your rights and options. More details are available at www.LasFloresPipelineSystemSettlement.com.

What is this about?

The lawsuit was first filed on May 6, 2016 by property owners who had Easement Contracts or Right-of-Way grants ("Easements") with Plains All American Pipeline, L.P. and Plains Pipeline, L.P. ("Plains") or its predecessors. These Easements allowed Plains' Line 901 and 903, now called the Las Flores Pipeline System (the "Pipeline"), to be installed and operated through their properties. Among other claims, the lawsuit asserted that the Easements had terminated for all Class Properties because the pipeline companies had failed to use, operate, and maintain the Pipeline for many years, and that the Easements did not permit Plains to build a replacement pipeline.

The Settlement has been reached between the Plaintiffs, on behalf of themselves and the Court-certified Class of other property owners along the Pipeline, and the new owners of the Pipeline and Easements. The new owners are Pacific Pipeline Company ("PPC") and Sable Offshore Corp. ("Sable," collectively with PPC, "Settling Parties"). PPC purchased the Pipeline from Plains in October 2022, and Sable purchased PPC in February 2024.

Who is affected?

The Settlement covers all owners of real property, other than specifically excluded persons including the Settling Parties, government entities, the court, and fossil fuel companies, of the Opt-Out Deadline (explained below), through which the Pipeline passes pursuant to Right-of-Way Grants or via condemnation ("Class Properties"). You are a Settlement Class Member if you own one of these properties and do not Opt Out of the Settlement.

What does the Settlement provide?

As part of the Settlement, the Settling Parties agree to pay \$70 million to the Class, and agree that the Easements do not allow them to install a second, new pipeline, for example by replacing the existing one. The Settling Parties also agree to make reasonable efforts to obtain governmental approval for installation of automatic shutoff valves, a safety feature. Each Class Property will receive at least \$50,000. Some Class Properties will receive more than \$50,000, depending on the properties' size, value, their Easement's language, and what repairs or other work will occur on that property. Assuming no Properties opt out of the Settlement, Class Counsel estimate that all Class Properties will receive at least \$50,150, with an estimated median payment of approximately \$90,000 and an estimated average payment of \$230,000. Attorneys' fees, court costs, and settlement administration costs will also be paid from the settlement fund.

In exchange, the Class agrees that the Easements permit the repair and operation of the Pipeline. The Class also agrees that Sable is allowed to record a notice for each property (1) stating that the Easements remain in effect and permit the inspection, repair, maintenance, and operation of the Pipeline, including taking any

Questions? Please call 1-[xxx-xxx-xxxx](tel:333-333-XXXX) or visit www.LasFloresPipelineSystemSettlement.com

action required by governmental authorities to inspect, repair, maintain, and/or operate the Pipeline, (2) clarifying the terms of any automatic termination clauses in the Easements, (3) suspending any such automatic termination clauses for five years, and (4) affirming that the Easements permit the construction of automatic shutoff valves and related above- and below-ground structures. Finally, the Class agrees not to oppose efforts by the Settling Parties to obtain governmental approval for the automatic shutoff valves.

What are the reasons for the Settlement?

Plaintiffs and Class Counsel believe that \$70 million is a fair and reasonable settlement. There is no guarantee that Plaintiffs would have prevailed at trial. Furthermore, Class members would have to wait significantly longer to receive a possible recovery if this case went to trial and was appealed to the Ninth Circuit. Plaintiffs and Class Counsel believe that the significant and immediate benefits of the Settlement are a very favorable result for the Settlement Class.

Who represents the Class?

The Court has appointed Cappello & Noel LLP, Keller Rohrback L.L.P., and Lieff Cabraser Heimann Bernstein LLP as Class Counsel. Class Counsel believe, after conducting an extensive investigation, that the Settlement Agreement is fair, reasonable, and in the best interests of the Settlement Class. If you want to be represented by your own lawyer, you may hire one at your own expense.

How can I get a payment?

If the Settlement is approved, members of the Settlement Class will be sent checks automatically and will not have to file claims to receive Settlement payments. Only owners of eligible properties as of the “Opt-Out Deadline” will receive compensation. Payments will be made out to the owners of Class Properties as indicated in public records, and will be mailed to the address on file in county tax assessor records or other comparable sources. If you are unsure whether you are a Class member entitled to compensation, or if you have questions about the payee name or address for a Class Property in which you have a valid, legal interest, you should speak to the Settlement Administrator and/or visit the Settlement Website at www.LasFloresPipelineSystemSettlement.com for more information.

What are my options?

- 1) Do nothing and receive a payment. Remain part of the Settlement Class and receive your payment. Be bound by the Court’s decision and give up your right to sue the Settling Parties and other Released Parties over the claims resolved by the Settlement.
- 2) Exclude yourself. Receive no payment from the Settlement, but keep your right to sue Settling Parties and other Released Parties over the claims resolved by the Settlement.
- 3) Object. Remain part of the Settlement Class, receive your payment, and be bound by the Settlement, but tell the Court what you do not like about the Settlement.

The deadline for exclusions requests (the Opt-Out Deadline) and objections is **Month x, 2024**. For more details about your rights and options and how to exclude yourself or object, visit www.LasFloresPipelineSystemSettlement.com.

What happens next?

The Court will hold a Fairness Hearing on **Month x, 2024**, at **x:xx x.m. Pacific 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 (a) determine whether to grant final approval of the Settlement; (b) consider any timely

Questions? Please call 1-**xxx-xxx-xxxx** or visit www.LasFloresPipelineSystemSettlement.com

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 Plan of Allocation. For more details about how to make an appearance at the Fairness Hearing, visit www.LasFloresPipelineSystemSettlement.com.

How do I get more information?

You can get more details and print the Settlement Agreement at www.LasFloresPipelineSystemSettlement.com. You may also write with questions or notify the Settlement Administrator regarding address changes to [redacted] c/o JND Legal Administration, P.O. Box [redacted], Seattle, WA 98111, email at info@LasFloresPipelineSystemSettlement.com or call the Settlement Administrator at 1-[redacted].

Questions? Please call 1-[redacted] or visit www.LasFloresPipelineSystemSettlement.com

EXHIBIT 1-E

To: [Class Member Email Address]

From: [info@xxxx.com]

Subject: Notice of Grey Fox PPC Property Owner Settlement

Dear [Class Member Name]:

If you own property through which the Las Flores Pipeline System (formerly known as Plains' Line 901 and Line 903) passes, you may be entitled to a payment from a class action settlement

A proposed Settlement has been reached in a class action lawsuit called *Grey Fox, LLC et al. v. Plains All American Pipeline, L.P. et al.*, No. CV 16-03157 PSG (C.D. Cal.) (JEM). Records indicate that you are a Settlement Class Member. This notice summarizes your rights and options. More details are available at www.LasFloresPipelineSystemSettlement.com.

What is this about?

The lawsuit was first filed on May 6, 2016 by property owners who had Easement Contracts or Right-of-Way grants ("Easements") with Plains All American Pipeline, L.P. and Plains Pipeline, L.P. ("Plains") or its predecessors. These Easements allowed Plains' Line 901 and 903, now called the Las Flores Pipeline System (the "Pipeline"), to be installed and operated through their properties. Among other claims, the lawsuit asserted (1) that the Easements had terminated for all Class Properties because the pipeline companies had failed to use, operate, and maintain the Pipeline for many years, and (2) that the Easements did not permit Plains to build a new, replacement pipeline system.

The Settlement has been reached between the Plaintiffs, on behalf of themselves and the Court-certified Class of other property owners along the Pipeline, and the new owners of the Pipeline and Easements. The new owners are Pacific Pipeline Company ("PPC") and Sable Offshore Corp. ("Sable," collectively with PPC, "Settling Parties"). PPC purchased the Pipeline from Plains in October 2022, and Sable purchased PPC in February 2024.

Who is affected?

The Settlement covers all owners of real property, other than specifically excluded persons including the Settling Parties, government entities, the court, and fossil fuel companies, as of the Opt-Out Deadline (explained below), through which the Pipeline passes pursuant to Right-of-Way Grants or via condemnation ("Class Properties"). You are a Settlement Class Member if you own one of these properties and do not Opt Out of the Settlement.

What does the Settlement provide?

As part of the Settlement, the Settling Parties agree to pay **\$70 million** to the Class, and agree that the Easements do not allow them to install a second, new pipeline, for example by replacing the existing one. The Settling Parties also agree to make reasonable efforts to obtain governmental approval for installation of automatic shutoff valves, a safety feature. **Each Class Property will receive at least \$50,000.** Some Class Properties will receive more than \$50,000, depending on the properties' size, value, their Easement's language, and what repairs or other work will occur on that property. Assuming no Properties opt out of the Settlement, Class Counsel estimate that the all Class Properties will receive at least \$50,150, with an estimated median payment of approximately \$90,000 and an estimated average payment of \$230,000. Attorneys' fees, court costs, and settlement administration costs will also be paid from the settlement fund.

In exchange, the Class agrees that the Easements permit the repair and operation of the Pipeline. The Class also agrees that Sable is allowed to record a notice for each property (1) stating that the Easements remain in effect and permit the inspection, repair, maintenance, and operation of the Pipeline, including taking any action required by governmental authorities to inspect, repair, maintain, and/or operate the Pipeline, (2) clarifying the terms of any automatic termination clauses in the Easements, (3) suspending any such automatic termination clauses for five years, and (4) affirming that the Easements permit the construction of automatic shutoff valves and related above- and below-ground structures. Finally, the Class agrees not to oppose efforts by the Settling Parties to obtain governmental approval for the automatic shutoff valves.

What are the reasons for the Settlement?

Plaintiffs and Class Counsel believe that \$70 million is a fair and reasonable settlement. There is no guarantee that Plaintiffs would have prevailed at trial. Furthermore, Class members would have to wait significantly longer to receive a possible recovery if this case went to trial and was appealed to the Ninth Circuit. Plaintiffs and Class Counsel believe that the significant and immediate benefits of the Settlement are a very favorable result for the Settlement Class.

Who represents the Class?

The Court has appointed Cappello & Noel LLP, Keller Rohrback L.L.P., and Lieff Cabraser Heimann Bernstein LLP as Class Counsel. Class Counsel believe, after conducting an extensive investigation, that the Settlement Agreement is fair, reasonable, and in the best interests of the Settlement Class. If you want to be represented by your own lawyer, you may hire one at your own expense.

How can I get a payment?

If the Settlement is approved, members of the Settlement Class will be sent checks automatically and will not have to file claims to receive Settlement payments. Only owners of eligible properties as of the “Opt-Out Deadline” will receive compensation. Payments will be made out to the owners of Class Properties as indicated in public records, and will be mailed to the address on file in county tax assessor records or other comparable sources. If you are unsure whether you are a Class member entitled to compensation, or if you have questions about the payee name or address for a Class Property in which you have a valid, legal interest, you should speak to the Settlement Administrator and/or visit the Settlement Website at www.LasFloresPipelineSystemSettlement.com for more information.

What are my options?

- 1) Do nothing and receive a payment. Automatically receive a payment from the Settlement. Be bound by the Settlement.
- 2) Exclude yourself. Receive no payment from the Settlement, but keep your right to sue Settling Parties and other Released Parties over the claims resolved by the Settlement.
- 3) Object. Remain part of the Settlement Class, receive your payment, and be bound by the Settlement, but tell the Court what you do not like about the Settlement.

The deadline for exclusions requests (the Opt-Out Deadline) and objections is **Month x, 2024**. For more details about your rights and options and how to exclude yourself or object, go to www.LasFloresPipelineSystemSettlement.com.

What happens next?

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The Court will hold a Fairness Hearing on **Month x, 2024**, at **x:xx x.m. Pacific Time**, before the Honorable Philip 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 (a) determine whether to grant final approval of the Settlement; (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 Plan of Allocation. For more details about how to make an appearance at the Fairness Hearing, visit www.LasFloresPipelineSystemSettlement.com.

How do I get more information?

You can get more details and print the Settlement Agreement at www.LasFloresPipelineSystemSettlement.com. You may also write with questions or notify the Settlement Administrator regarding address changes to **x** c/o JND Legal Administration, P.O. Box **xxxxx**, Seattle, WA 98111, email at info@LasFloresPipelineSystemSettlement.com or call the Settlement Administrator at 1-**xxx-xxx-xxxx**.

To unsubscribe from this list, please click on the following link: [Unsubscribe](#)

EXHIBIT 1-F

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15 *Attorneys for Plaintiffs and the Class*

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

20 GREY FOX, LLC, et al.,
21 Plaintiffs,
22 v.
23 PLAINS ALL AMERICAN PIPELINE,
24 L.P. et al.,
25 Defendants.

Case No. 2:16-cv-03157-PSG-JEM
**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
PROPOSED SETTLEMENT**

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

1 Plaintiffs Grey Fox, LLC; MAZ Properties, Inc.; Bean Blossom, LLC; Winter
2 Hawk, LLC; Mark Tautrim, Trustee of the Mark Tautrim Revocable Trust; and
3 Denise McNutt (“Class Representatives” or “Plaintiffs”), on behalf of themselves
4 and the Court-certified Settlement Class; (2) the entity currently known as Pacific
5 Pipeline Company (“PPC”), a defendant in the Action; and (3) Sable Offshore Corp.,
6 a Delaware corporation (“Sable,” and collectively with PPC, “Settling Parties”), have
7 reached a proposed settlement of the PPC Claims,¹ which is embodied in the
8 Settlement Agreement filed with the Court.

9 The Class Representatives have applied to the Court for preliminary approval
10 of the proposed Settlement of the Action, the terms and conditions of which are set
11 forth in the Settlement Agreement.

12 Having reviewed and considered the Settlement Agreement and the Motion
13 for Preliminary Settlement Approval, the Court grants preliminary approval to the
14 Settlement and further orders as follows.

15 **A. Preliminary Approval**

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

19 2. This Court has personal jurisdiction over Plaintiffs, all Settlement Class
20 Members, and the Settling Parties, and the Court has subject matter jurisdiction to
21 approve and enforce this Settlement and Settlement Agreement and all Exhibits
22 thereto.

23 3. Pursuant to Rule 23(e)(1)(B)(i) of the Federal Rules of Civil Procedure,
24 the Court preliminarily approves the Settlement and finds that it will likely be able
25 to finally approve the Settlement under Rule 23(e)(2) as being fair, reasonable, and
26

27
28 ¹ PPC Claims means Plaintiffs’ First, Second, Third, Tenth, and Fifteenth Claims in Plaintiffs’ Corrected Second Amended Complaint, Dkt. 108-1. *See* Dkts. 214, 218.

1 adequate to Class Members, subject to further consideration at the Fairness Hearing
2 (described below).

3 4. The Court hereby provisionally certifies, for settlement purposes only,
4 a Settlement Class, pursuant to Rules 23(b)(3) and 23(e), consisting of

5
6 All owners of real property, other than those excluded in Paragraph 3.2 of
7 the Agreement, through which Line 901 and/or Line 903 passes pursuant
8 to Right-of-Way Grants, and the owner(s) of APN No. 133-070-004, for
9 which land rights were initially conveyed via condemnation rather than
10 through a Right-of-Way Grant, other than those Persons excluded in
11 Paragraph 3.2. The real property parcels through which Line 901 and/or
12 Line 903 passes, as described above, are set forth in Exhibit A. For
13 avoidance of doubt, the Settlement Class includes the classes and subclass
certified by the Court's January 28, 2020, and November 1, 2023 orders
in their entirety, as well as any other Persons (if any such other Persons
exist) included in the definition in this Paragraph.

14 The following entities and individuals are excluded from the Settlement Class:

- 15 a. Class Counsel;
- 16 b. Settling Parties and Settling Parties' officers, directors,
17 employees, agents, and representatives;
- 18 c. Settling Parties' Affiliates, and Settling Parties' Affiliates'
19 officers, officers, directors, employees, agents, and representatives;
- 20 d. any fossil fuel company;
- 21 e. any government entity or division; and
- 22 f. the judges who have presided over this Action.

23 5. The Court hereby preliminarily approves the Settlement Agreement and
24 the terms embodied therein pursuant to Rule 23(e). In connection therewith, the Court
25 finds as follows:

- 26 a. the Court will likely be able to approve the Settlement Agreement
27 under Rule 23(e)(2) and to certify the Settlement Class for purposes of judgment on
28 the proposed Settlement;

1 b. the Settlement is sufficiently fair, reasonable, and adequate as to
2 the Settlement Class Members under the relevant considerations to warrant sending
3 notice of the Settlement to the Settlement Class;

4 c. the proposed Settlement Class Representatives and proposed
5 Settlement Class Counsel have adequately represented, and will continue to
6 adequately represent, the Settlement Class;

7 d. the Class Action Agreement is the product of arm's length
8 negotiations by the Parties and comes after adequate investigation of the facts and
9 legal issues;

10 e. the relief provided to the Settlement Class is fair, reasonable, and
11 adequate taking into account, *inter alia*, the costs, risks, and delay of trial and appeal,
12 and the proposed method of allocating compensation to the Settlement Class;

13 f. the Settlement Agreement treats the Settlement Class Members
14 equitably relative to one another; and

15 g. the Settlement Class Counsel's proposed request for Attorneys'
16 Fees—up to 33% of the Settlement Amount—appears reasonable and creates no
17 reason not to direct notice to the Settlement Class, especially because any motion for
18 such award must be filed before the deadline to object to the Settlement.

19 6. The Court further finds that, for settlement purposes only, the Settlement
20 Class, as defined above, meets the requirements for class certification under Federal
21 Rules of Civil Procedure 23(a) and 23(b)(3). Specifically, the Court finds, for
22 settlement purposes only, that (1) the Settlement Class Members are sufficiently
23 numerous such that joinder is impracticable; (2) there are questions of law and fact
24 common to Settlement Class Members; (3) proposed Settlement Class
25 Representatives' claims are typical of those of the Settlement Class Members; (4)
26 proposed Settlement Class Representatives and Settlement Class Counsel have fairly
27 and adequately represented, and will continue to fairly and adequately represent, the
28

1 interests of the Settlement Class Members; and (5) the predominance and superiority
2 requirements of Rule 23(b)(3) are satisfied. Further, the Court previously certified
3 substantially identical classes for litigation purposes. Dkt. Nos. 100 (First, Second,
4 and Tenth Claims) and 258 (Fifteenth Claim).

5 7. The Court appoints Plaintiffs as Settlement Class Representatives to
6 represent the Settlement Class.

7 8. The Court appoints as Settlement Class Counsel Robert Nelson of Lief
8 Cabraser Heimann & Bernstein, LLP; Juli Farris of Keller Rohrback LLP; and A.
9 Barry Cappello of Cappello & Noël, LLP.

10 9. The Court appoints JND Legal Administration as Settlement
11 Administrator and directs it to carry out all duties and responsibilities of the
12 Settlement Administrator as specified in the Settlement Agreement Section VI (B)
13 and herein.

14 10. Consideration of the Plan of Allocation, any application for Attorneys'
15 Fees and Expenses and any objections thereto, any application for Service Awards
16 and any objections thereto, shall be separate from consideration of whether the
17 proposed Settlement should be approved, and the Court's rulings on each motion or
18 application shall be embodied in a separate order.

19 11. Unless they submit a timely and valid exclusion, during the pendency
20 of the Settlement approval process, Settlement Class Members are preliminarily
21 enjoined from (i) filing, commencing, prosecuting, continuing, or intervening in or
22 participating as a plaintiff, claimant, or class member in any other lawsuit or
23 administrative, regulatory, arbitration or other proceeding in any jurisdiction based
24 on, relating to or arising out of the claims and causes of action or the facts and
25 circumstances giving rise to this Action or the Released Claims; (ii) filing,
26 commencing or prosecuting a lawsuit or administrative, regulatory, arbitration or
27 other proceeding as a class action on behalf of any Settlement Class Members who
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1 have not timely excluded themselves (including by seeking to amend a pending
2 Complaint to include class allegations or seeking class certification in a pending
3 action), based on, relating to or arising out of the claims and causes of action of the
4 facts and circumstances giving rise to this Action or the Released Claims; and (iii)
5 attempting to effect Opt Outs of individuals or a class of individuals in any lawsuit
6 or administrative, regulatory, arbitration or other proceeding based on, relating to or
7 arising out of the claims and causes of action or the facts and circumstances giving
8 rise to this Action or the Released Claims. This Order does not prevent Settlement
9 Class Members from participating in any action or investigation initiated by a state
10 or federal agency. If the Settlement is terminated pursuant to Section 14.2 of the
11 Settlement Agreement, the above preliminary injunctions shall be lifted.

12 12. Plaintiffs shall establish a Qualified Settlement Fund within five (5)
13 calendar days of the Court's entry of preliminary approval of the Settlement. The \$70
14 million payable by Sable pursuant to the parties' Settlement Agreement will be
15 deposited into a Qualified Settlement Fund, in the manner described in Section 6.2
16 of the Settlement Agreement, and the fund shall be administered pursuant to that
17 Section.

18 **B. Notice Plan**

19 13. Pursuant to Rule 23(e)(1) and Rules 23(c)(2)(A) and 23(c)(2)(B), the
20 Court finds that the Parties' plan for providing Notice to the Class, which includes
21 direct notice to the Settlement Class members via mail (long-form Notice) and e-mail
22 (email Notice) to the extent practicable, publication notice in periodicals that cover
23 news in the towns and communities through which the easement properties exist, the
24 establishment of a Settlement Website, and the establishment of an automated toll-
25 free telephone number is (a) reasonable and constitutes due, adequate, and sufficient
26 notice to all Persons entitled to receive notice; (b) reasonably calculated, under the
27 circumstances, to apprise the Settlement Class of the pendency of this litigation and
28

1 of their right to object to or exclude themselves from the proposed Settlement; and
2 (c) meets all applicable law, including the requirements of the Federal Rules of Civil
3 Procedure and the United States Constitution.

4 14. The Court approves, as to form and content, the class notices attached
5 as Exhibits C, D, and E to the Agreement and Exhibits B, C, and D to the Declaration
6 of Gina Intrepido-Bowden In Support of Motion for Preliminary Approval of Class
7 Action Settlement and Direction of Notice (“Intrepido-Bowden Declaration”). The
8 Parties may make non-material changes to the proposed Notice plan, including the
9 form and content of the Notice, without seeking further approval of the Court.

10 15. The Court directs the Settlement Administrator and the Parties to
11 implement Notice as soon as practicable in accordance with the provisions of the
12 Settlement Agreement, Section VI (B), after entry of this Preliminary Approval
13 Order, specifically:

14 a. As soon as practicable, the Settlement Administrator will create
15 and maintain a Settlement Website, which will contain, among other things, the
16 Notice and documents related to the Settlement at
17 www.LasFloresPipelineSystemSettlement.com.

18 b. Within ten (10) days of the Court’s entry of this Preliminary
19 Approval Order, the Settlement Administrator shall cause the Short-Form Notice and
20 Long-Form Notice to be published the Settlement Website for this case. The Long-
21 Form Notice shall be substantially in the form attached to the Settlement Agreement
22 as Exhibit C. The Short-Form Notice shall be substantially in the form attached to
23 the Settlement Agreement as Exhibit D.

24 c. Within thirty (30) days of the Court’s entry of this Preliminary
25 Approval Order, the Settlement Administrator will complete direct notice to the Class
26 by mailing the Long-Form Notice to all or substantially all Class Properties, and
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1 transmitting the Email Notice to all available email addresses. The Email Notice shall
2 be substantially in the form attached to the Settlement Agreement as Exhibit E.

3 d. Within thirty (30) days of the Court's entry of this Preliminary
4 Approval Order, the Settlement Administrator shall cause the Newspaper Notice and
5 the Digital Ad Banner to be published substantially in the form attached to the
6 Intrepido-Bowden Declaration as Exhibits C and D. The Settlement Administrator
7 shall run Publication Notice for two weeks.

8 e. Not later than sixty five (65) days following the entry of this
9 Preliminary Approval Order, the Settlement Administrator shall file with the Court
10 declarations attesting to compliance with this paragraph 15.

11 16. The Court approves the proposed Notice plan set forth in the Motion.
12 All reasonable and necessary costs incurred by the Settlement Administrator will be
13 paid exclusively out of the Settlement Fund consistent with the terms of the
14 Settlement Agreement.

15 **C. Opt-Out and Objection Procedures**

16 17. Settlement Class Members may exclude themselves from the Settlement
17 Class by submitting an appropriate, timely request for exclusion via certified or
18 registered mail, postmarked no later than forty-five (45) days after the Notice Date,
19 to the Settlement Administrator at the address on the Notice and to Class Counsel at
20 the email address on the Notice.

21 18. Any Settlement Class Member who does not opt out will be bound by
22 all proceedings, orders, and judgments in this action, even if such Settlement Class
23 Member has previously initiated or subsequently initiates individual litigation or
24 other proceedings encompassed by the Release.

25 19. Upon the Settlement Administrator and Class Counsel's receipt of a
26 timely and valid exclusion request, the Settlement Class Member shall be deemed
27 excluded from the Settlement Class and shall not be entitled to any benefits of this
28

1 Settlement. A Settlement Class Member may request to be excluded from the
2 Settlement only on the Settlement Class Member's own behalf; a Settlement Class
3 Member may not request that other Settlement Class Members (or a group or subclass
4 of Settlement Class Members) be excluded from the Settlement. The Settlement
5 Administrator shall report to the Parties on a daily basis the names of all Settlement
6 Class Members who have submitted a request for exclusion and provide copies of
7 any and all written requests for exclusion. The Settlement Administrator shall
8 provide a list of all Settlement Class Members who have submitted a request for
9 exclusion to Class Counsel no later than seven (7) days after the opt out deadline, and
10 then file with the Court no later than ten (10) days prior to the Fairness Hearing the
11 list of all Settlement Class Members who have submitted a request for exclusion
12 along with an affidavit attesting to the completeness and accuracy thereof.

13 20. Any Settlement Class Member who has not submitted a written request
14 for exclusion from the Settlement Class as set forth herein may object to the
15 Settlement Agreement, any application for Attorneys' Fees and Expenses, any
16 application for service awards, and/or the Plan of Allocation submitted by Class
17 Counsel. To be considered valid, an objection must be filed with the Court and served
18 on all counsel listed in paragraph 27, below, no later than twenty-five (25) days
19 before the Fairness Hearing, and include a detailed statement of the specific
20 objections being made and the basis for those objections. In addition to the statement,
21 the objecting Class Member must include the following information: (a) the case
22 name and number, *Grey Fox, LLC et al. v. Plains All American Pipeline, L.P. et al.*,
23 Case No. 16-cv-03157 PSG (JEM) (C.D. Cal.); (b) the objecting Class Member's full
24 name, address, and telephone number; (c) information sufficient to identify, in full,
25 the objector's impacted Property or Properties; (d) a statement of the objection(s),
26 including all factual and legal grounds for the position; (e) copies of any documents
27 the objector wishes to submit in support; (f) the name and address of the attorney(s),
28

1 if any, who represent(s) the objector in making the objection or who may be entitled
2 to compensation in connection with the objection; (g) a statement of whether the
3 Class Member objecting intends to appear at the Fairness Hearing, either with or
4 without counsel; (h) the identity of all counsel (if any) who will appear on behalf of
5 the Class Member objecting at the Fairness Hearing and all persons (if any) who will
6 be called to testify in support of the objection; (i) the signature of the Class Member
7 objecting, in addition to the signature of any attorney representing the Class Member
8 objecting in connection with the objection; (j) date of the objection; (k) a list of any
9 other objections submitted by the objector, or the objector's counsel, to any class
10 action settlements submitted in any court in the United States in the previous five
11 years; and (l) if the Class Member or his or her counsel have not made any such prior
12 objections as described in subparagraph (k) above, the Class Member shall
13 affirmatively so state in the written materials provided with the objection.

14 21. Any Party filing a brief responding to an objection shall do so no later
15 than fifteen (15) days prior to the Fairness Hearing.

16 22. Any Settlement Class Member who does not file a timely written
17 objection to the Settlement, who does not appear at the Fairness Hearing, or who fails
18 to otherwise comply with the requirement of Section X of the Settlement Agreement
19 shall be foreclosed from seeking any adjudication or review of this Settlement by
20 appeal or otherwise.

21 23. Any attorney hired by a Settlement Class Member will be hired and
22 compensated at the Settlement Class Member's sole expense for the purpose of
23 objecting to the Settlement Agreement or to the Attorneys' Fees and Expenses.

24 **D. Fairness Hearing**

25 24. A Fairness Hearing shall be held before this Court at 1:30 p.m. on
26 [Date], 2024, to: (a) determine whether the proposed Settlement should be finally
27 approved as fair, reasonable, and adequate so that the Final Approval Order and
28

1 Judgment should be entered; (b) consider any timely objections to this Settlement
2 and the Parties' responses to such objections; (c) rule on any application for
3 Attorneys' Fees and Expenses; (d) rule on any application for Service Awards; and
4 (e) determine whether the Plan of Allocation that will be submitted by Class Counsel
5 should be approved.

6 25. Any Settlement Class Member who files and serves a written objection
7 shall have the right to appear and be heard at the Fairness Hearing, either personally
8 or through an attorney retained at the Class Member's expense. Any Settlement Class
9 Member who intends to appear at the Fairness Hearing either in person or through
10 counsel must file with the Clerk of Court and provide all counsel listed in paragraph
11 27, no later than twenty-one (21) days before the Fairness Hearing, a written notice
12 of intention to appear. Failure to file a notice of intention to appear will result in the
13 Court declining to hear the objecting Class Member or the Class Member's counsel
14 at the Fairness Hearing.

15 26. Class Counsel shall file their applications for Attorneys' Fees and
16 Expenses prior to the Fairness Hearing, in accordance with the terms set forth in
17 Section VII of the Settlement Agreement.

18 27. Service of all papers on counsel for the Parties shall be made as follows:
19 for Class Counsel, to: A. Barry Cappello, Cappello & Noël LLP, 831 State Street,
20 Santa Barbara, CA 93101, Robert J. Nelson, Esq. at Lieff, Cabraser, Heimann &
21 Bernstein, 275 Battery Street, Suite 2900, San Francisco, CA 94111, and Juli Farris
22 Esq. at Keller Rohrback LLP, 801 Garden Street, Suite 301, Santa Barbara, CA
23 93101; and for Sable's and PPC's Counsel, to: Jessica Stebbins Bina, Esq. at Latham
24 & Watkins, 10250 Constellation Blvd, Suite 1100, Century City, CA 90067.

25 28. Any Class Member who does not make an objection in the time and
26 manner provided shall be deemed to have waived such objection and forever shall be
27 foreclosed from making any objection to the fairness or adequacy of the proposed
28

1 Settlement, the payment of attorneys’ fees and expenses and service awards, the Plan
2 of Allocation, the Final Approval Order, and the Judgment.

3 29. In the event that the proposed Settlement is not approved by the Court,
4 or in the event that the Settlement Agreement becomes null and void pursuant to its
5 terms, this Order and all Orders entered in connection therewith shall become null
6 and void, shall be of no further force and effect, and shall not be used or referred to
7 for any purposes whatsoever in this Action or in any other case or controversy. In
8 such event, the Settlement Agreement and all negotiations and proceedings directly
9 related thereto shall be deemed to be without prejudice to the rights of any and all of
10 the Parties, who shall be restored to their respective positions as of the date and time
11 immediately preceding the execution of the Settlement Agreement.

12 30. The Court may, for good cause, extend any of the deadlines set forth in
13 this Order without further notice to the Class Members. The Fairness Hearing may,
14 from time to time and without further notice to the Class Members, be continued by
15 order of the Court.

16 31. The following schedule is hereby ordered:
17

Notice to be Completed	(30 days after Preliminary Approval)
Opt Out Request Deadline	(45 days after Notice Date)
Motion for Final Approval of Settlement; Motion for Attorneys’ Fees and Costs and Service Awards	(35 days before Fairness Hearing)
Objection Deadline	(25 days before Fairness Hearing)

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Last day to file Replies in support of Motions for Final Approval, Attorneys' Fees and Expenses, and Service Awards	(15 days before Fairness Hearing)
Fairness Hearing	(at least 90 days after Notice Date)

IT IS SO ORDERED.

Dated:

Hon. Philip S. Gutierrez

EXHIBIT 1-G

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 18 Counsel for Plaintiff United States of America

13 **UNITED STATES DISTRICT COURT**
 14 **CENTRAL DISTRICT OF CALIFORNIA**

15 UNITED STATES OF AMERICA, and the PEOPLE
 16 OF THE STATE OF CALIFORNIA, *ex rel.*
 17 DEPARTMENT OF FISH AND WILDLIFE,
 18 PEOPLE OF THE STATE OF CALIFORNIA, *ex rel.*
 19 CENTRAL COAST REGIONAL WATER QUALITY
 20 CONTROL BOARD, *ex rel.* CALIFORNIA
 21 DEPARTMENT OF PARKS AND RECREATION, *ex*
 22 *rel.* CALIFORNIA STATE LANDS COMMISSION,
 23 *ex rel.* CALIFORNIA DEPARTMENT OF
 24 FORESTRY AND FIRE PROTECTION'S OFFICE
 25 OF STATE FIRE MARSHAL, and THE REGENTS
 26 OF THE UNIVERSITY OF CALIFORNIA,

22 Plaintiffs,

24 v.

25 PLAINS ALL AMERICAN PIPELINE, L.P. and
 26 PLAINS PIPELINE, L.P.,

27 Defendants.

Civil Action No.

2:20-cv-02415

CONSENT DECREE

28 *United States of America and the People of the State of California v.*
Plains All American Pipeline, L.P. and Plains Pipeline, L.P.

Consent Decree

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1 A. WHEREAS, on or about May 19, 2015, a hazardous liquid pipeline
2 known as the Line 901 pipeline (“Line 901”) owned and operated by Plains
3 Pipeline, L.P., a wholly owned subsidiary of Plains All American Pipeline, L.P.,
4 (jointly, “Plains” or “Defendants”), failed and discharged approximately 2,934
5 barrels of heavy crude-oil (“Refugio Incident”) in Santa Barbara County,
6 California. A portion of the oil reached the Pacific Ocean and coastal areas such
7 as Refugio State Beach. The Refugio Incident adversely impacted Natural
8 Resources belonging to, managed by, held in trust by, appertaining to, or
9 otherwise controlled by the United States and the State of California
10 (“California” or the “State”).

11 B. WHEREAS, cleanup actions began immediately after the Refugio
12 Incident at the direction of a Unified Command established by the United States
13 Coast Guard (“USCG”) and the State of California Department of Fish and
14 Wildlife (“CDFW”), Office of Spill Prevention and Response (“OSPR”). The
15 Unified Command was comprised of the United States, State agencies, the
16 County of Santa Barbara, and Plains.

17 C. WHEREAS, on May 21, 2015, the United States Department of
18 Transportation’s Pipeline and Hazardous Materials Safety Administration
19 (“PHMSA”) issued Plains a Corrective Action Order (“Original CAO”), CPF No.
20 5-2015-5011H, which was subsequently amended on June 3, 2015 (“CAO
21 Amendment No. 1”), November 12, 2015 (“CAO Amendment No. 2”), and June
22 16, 2016 (“CAO Amendment No. 3”), (collectively, “the PHMSA CAO”). The
23 PHMSA CAO directed Plains, among other things, to purge Line 901 and a
24 portion of the adjoining Line 903 pipeline (“Line 903”), between Plains’ Gaviota
25 and Pentland pump stations, and to keep Line 901 and the purged sections of
26 Line 903 shut down until the actions required by the PHMSA CAO were
27 satisfactorily completed.

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1 D. WHEREAS, on May 19, 2016, PHMSA issued a Failure
2 Investigation Report, which included PHMSA's findings of the "proximate or
3 direct" causes and the "contributing" causes of the Refugio Incident.

4 E. WHEREAS, Defendants reimbursed Plaintiffs' costs incurred for
5 cleanup, and Plaintiffs have no known unreimbursed claims for cleanup costs
6 arising from the Refugio Incident.

7 F. WHEREAS, CDFW incurred certain additional costs arising from
8 the administration and civil enforcement of pollution laws, including attorneys'
9 fees that have been reimbursed by Plains.

10 G. WHEREAS, Plains represents that it has implemented and will
11 continue to utilize an electronic tracking tool and software for maintenance
12 activities, including those activities related to mainline valves. The software
13 tracks which maintenance activities are performed, who performs the activity,
14 when prior notifications of maintenance activities by field personnel are received,
15 when problems requiring maintenance are first discovered, and when
16 maintenance problems are corrected. Plains maintains a separate software
17 program to track the training and qualifications of all maintenance personnel.

18 H. WHEREAS, Plains represents that, following the Refugio Incident
19 and pursuant to PHMSA's CAO, Plains performed a comprehensive review of its
20 Emergency Response Plan and Training Program, and revised and updated its
21 Response Plan for Onshore Oil Pipelines for Line 901 and Line 903 ("Bakersfield
22 District Response Zone Plan") to reflect modifications resulting from the review
23 and the incorporation of lessons learned. As part of the revision, Plains identified
24 the locations of culverts along the pipelines' rights-of-way and provided
25 containment and recovery techniques for responding to spills that may occur near
26 those culverts. Plains provided drafts of the updated Bakersfield District
27 Response Zone Plan to PHMSA, incorporated comments provided by PHMSA,
28 and received approval of the revised plan from PHMSA on September 26, 2017.

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1 I. WHEREAS, Plains represents that it also created a more detailed
2 Geographic Information System (“GIS”) based online Tactical Response Plan for
3 its onshore oil pipelines in Southern California, including Line 2000 and the
4 operational portion of Line 903, that, among other things, identifies culverts
5 along the pipelines’ rights-of-way, potential receptors and the equipment,
6 supplies and resources that would be necessary to respond to a spill occurring at
7 any given location along those pipelines, identifies the sources and locations for
8 obtaining those resources, and, in some instances, establishes stored inventories
9 of those resources in specific locations. Plains represents that it intends to keep
10 its Tactical Response Plan updated and available for use in drills and spill
11 response, and that it will make the Tactical Response Plan available to the
12 Plaintiffs upon reasonable request and as needed in connection with a drill or
13 response to a spill.

14 J. WHEREAS, Plains represents that Plains personnel responding to
15 incidents that trigger the standup of an incident command structure (“ICS”) have
16 been provided ICS training appropriate to their responsibilities.

17 K. WHEREAS, the relevant Natural Resources trustees (“Trustees”) for
18 the Refugio Incident are the United States Department of the Interior (“DOI”);
19 United States Department of Commerce, on behalf of the National Oceanic and
20 Atmospheric Administration (“NOAA”); CDFW; California Department of Parks
21 and Recreation (“CDPR”); California State Lands Commission (“CSLC”); and
22 The Regents of the University of California (“UC”).

23 L. WHEREAS, pursuant to Section 1006 of the Oil Pollution Act
24 (“OPA”), 33 U.S.C. 2701, *et seq.*, the United States and the State Trustees
25 allege that oil from the Refugio Incident caused injuries to Natural Resources,
26 including birds, marine mammals, shoreline and subtidal habitats, and also had
27 an impact upon human uses of Natural Resources and other public resources.
28 The Federal Trustees are designated pursuant to the National Contingency Plan,

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1 40 C.F.R. § 300.600 and Executive Order 12777. CDFW and CDPR are
2 designated state trustees pursuant to the National Contingency Plan, 40 C.F.R.
3 § 300.605, and the Governor's Designation of State Natural Resource Trustees
4 pursuant to Section 1006(b)(3) of OPA and the Comprehensive Environmental
5 Response, Compensation and Liability Act of 1980. In addition, CDFW has state
6 natural resource trustee authority pursuant to California Fish and Game Code
7 §§ 711.7 and 1802 and the Lempert-Keene-Seastrand Oil Spill Prevention and
8 Response Act (California Government Code § 8670.1 *et seq.*). CDPR and UC
9 have jurisdiction over natural resources within the state park system and the UC
10 Natural Reserve System, respectively, which are held in trust for the people of
11 the State of California. CSLC is a state trustee pursuant to its jurisdiction under
12 Public Resources Code § 6301 and Civil Code § 670.

13 M. WHEREAS, after the Refugio Incident, the Trustees and Defendants
14 entered into a cooperative Natural Resource Damage Assessment process
15 pursuant to 15 C.F.R. § 990.14, whereby the Trustees and Defendants jointly and
16 independently planned and conducted a number of injury assessment activities.
17 These activities included gathering and analyzing data and other information that
18 the Trustees used to determine and quantify resource injuries and damages. As a
19 result of this process and other activities, the Trustees identified several
20 categories of injured and damaged Natural Resources, including birds, marine
21 mammals, and shoreline and subtidal habitats, as well as effects to human
22 use/recreation resulting from impacts on these Natural Resources, and determined
23 the cost to restore, rehabilitate, replace, or acquire the equivalent of injured
24 Natural Resources. By entering this Consent Decree, Defendants do not admit or
25 agree that the Trustees' NRD findings and determinations are accurate.

26 N. WHEREAS, due to the specific facts surrounding the Refugio
27 Incident, including the timing, degree, and nature of the spill and the affected
28

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1 environment, the Trustees will not seek additional damages, costs, or expenses
2 for Natural Resources resulting from the Refugio Incident.

3 O. WHEREAS, Plains agrees to reimburse costs incurred by the
4 Trustees in connection with the NRDA through November 15, 2018, and will not
5 reimburse costs incurred by the Trustees in connection with the NRDA after that
6 date.

7 P. WHEREAS, by entering into this Consent Decree, Plains does not
8 admit the allegations in the Complaint filed in this action, or any liability to the
9 Plaintiffs.

10 Q. WHEREAS, on January 28, 2019, PHMSA initiated a regularly-
11 scheduled “Integrated Inspection” of a portion of Defendants’ Regulated
12 Pipelines, as described below, and other pipeline facilities and records, pursuant
13 to 49 U.S.C. § 60117.

14 R. WHEREAS, the Parties agree that settlement of this matter without
15 further litigation is in the public interest and that the entry of this Consent Decree
16 is the most appropriate means of resolving this action.

17 S. WHEREAS, the Parties agree and the Court by entering this Consent
18 Decree finds, that this Consent Decree: (1) has been negotiated by the Parties at
19 arm’s-length and in good faith; (2) will avoid prolonged litigation between the
20 Parties; (3) is fair and reasonable; and (4) furthers the objectives of the federal
21 and state environmental protections, and the federal and state pipeline safety
22 laws.

23 I. BACKGROUND

24 The United States, on behalf of PHMSA, the United States Environmental
25 Protection Agency (“EPA”), DOI, NOAA, and USCG; and the People of the
26 State of California *Ex Relazione* CDFW, CDPR, CSLC, UC, the California
27 Central Coast Regional Water Quality Control Board (“RWQCB”), and the
28 California Department of Forestry and Fire Protection’s - Office of the State Fire

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1 Marshal (“OSFM”), filed a Complaint in this matter pursuant to the Clean Water
2 Act (“CWA”), 33 U.S.C. §§ 1251 *et seq.*, and associated regulations and orders;
3 OPA, 33 U.S.C. §§ 2701 *et seq.*, and associated regulations and orders; the
4 federal Pipeline Safety Laws, 49 U.S.C. §§ 60101 *et seq.*, and associated
5 regulations and orders; the Lempert-Keene-Seastrand Oil Spill Prevention and
6 Response Act, California Government Code §§ 8670.1 *et seq.* and associated
7 regulations; California Fish and Game Code §§ 2014, 5650, 5650.1, 12016,
8 13013; California Water Code §§ 13350, 13385; and the Elder California
9 Pipeline Safety Act of 1981, California Government Code §§ 51010 *et seq.* The
10 Complaint against Plains, *inter alia*, asserts allegations of violations, and seeks
11 penalties, injunctive relief, and Natural Resource Damages.

12 NOW, THEREFORE, before the trial of any claims and without
13 adjudication or admission of any issue of fact or law and with the consent of the
14 Parties, IT IS HEREBY ADJUDGED, ORDERED, AND DECREED as follows:

15 II. JURISDICTION AND VENUE

16 1. This Court has jurisdiction over the subject matter of the United
17 States’ claims in this action pursuant to Section 311(b)(7)(E) and (n) of the CWA,
18 33 U.S.C. § 1321(b)(7)(E) and (n), Section 1017(b) of OPA, 33 U.S.C. § 2717(b);
19 Sections 60120 and 60122 of the Pipeline Safety Laws, 49 U.S.C. §§ 60120 and
20 60122; and 28 U.S.C. §§ 1331, 1345, and 1355. This Court has supplemental
21 jurisdiction over the State law claims pursuant to 28 U.S.C. § 1367. To the extent
22 the OPA presentment requirement described in 33 U.S.C. § 2713 applies, the
23 United States and the State Agencies have satisfied the requirement.

24 2. Venue is proper in this District pursuant to Section 311(b)(7)(E) of
25 the CWA, 33 U.S.C. § 1321(b)(7)(E), Section 1017(b) of OPA,
26 33 U.S.C. § 2717(b); Section 60120 of the Pipeline Safety Laws,
27 49 U.S.C. § 60120; and 28 U.S.C. §§ 1391 and 1395(a), because Plains
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1 does business in this District and the alleged claims occurred in this District.

2 3. For purposes of this Consent Decree or any action to enforce this
3 Consent Decree, Defendants consent to the Court's jurisdiction over this Consent
4 Decree for such action and Defendants consent to venue in this judicial district.
5 For purposes of this Consent Decree and without admission of liability,
6 Defendants agree that the Complaint states claims upon which relief may be
7 granted.

8 **III. APPLICABILITY**

9 4. Subject to the terms herein, the obligations of this Consent Decree
10 apply to and are binding upon the Parties and any successors, assigns, as well as
11 any other entities or persons otherwise bound by law to comply with this Consent
12 Decree.

13 5. Defendants shall provide a copy of this Consent Decree to all
14 officers, employees, and agents whose duties might reasonably include ensuring
15 compliance with any provision of this Consent Decree, as well as to any
16 contractor retained for the purpose of performing work required under this
17 Consent Decree. Defendants shall condition any such contract upon performance
18 of the work in conformity with the terms of this Consent Decree by specifying
19 that contractors are obligated to perform work in compliance with this Consent
20 Decree.

21 6. In any action to enforce this Consent Decree, Defendants shall not
22 raise as a defense the failure by any of their officers, directors, employees,
23 agents, or contractors to take any actions necessary to comply with the provisions
24 of this Consent Decree.

25 **IV. DEFINITIONS**

26 7. Terms used in this Consent Decree that are defined in the CWA,
27 OPA, Pipeline Safety Laws, the Lempert-Keene-Seastrand Oil Spill Prevention
28 and Response Act, and the Elder California Pipeline Safety Act of 1981 shall

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1 have the meanings assigned to them in these statutes and their regulations, unless
2 otherwise provided in this Consent Decree. Whenever the terms set forth below
3 are used in this Consent Decree, the following definitions shall apply:

4 “Appendix A” is the set of maps that generally depict Lines 901, 903, and
5 2000;

6 “Appendix B” is the Injunctive Relief that Plains is required to perform
7 under this Consent Decree;

8 “Appendix C” is intentionally left blank;

9 “Appendix D” is the list of remaining corrective actions from the PHMSA
10 CAO that Plains is still required to implement under this Consent Decree. For
11 the terms of the PHMSA CAO, *see*
12 [https://primis.phmsa.dot.gov/comm/reports/enforce/CaseDetail_cpf_520155011H](https://primis.phmsa.dot.gov/comm/reports/enforce/CaseDetail_cpf_520155011H.html?nocache=4888#_TP_1_tab_1)
13 [.html?nocache=4888#_TP_1_tab_1](https://primis.phmsa.dot.gov/comm/reports/enforce/CaseDetail_cpf_520155011H.html?nocache=4888#_TP_1_tab_1);

14 “CDFW” shall mean the California Department of Fish and Wildlife and
15 any of its successor departments or agencies;

16 “CDPR” shall mean the California Department of Parks and Recreation
17 and any of its successor departments or agencies;

18 “Complaint” shall mean the Complaint filed by the Plaintiffs in this action;

19 “Consent Decree” shall mean this Consent Decree and all Appendices
20 attached hereto;

21 “Control Room Management Plan” shall mean Plains’ Control Room
22 Management Plan, dated October 2019, and delivered to PHMSA electronically
23 on October 21, 2019, from counsel for Defendants;

24 “Control Center General Procedures” shall mean Plains’ Control Center
25 General Procedures, dated October 2019, and delivered to PHMSA electronically
26 on October 21, 2019, from counsel for Defendants;

27 “CSLC” shall mean the California State Lands Commission and any of its
28 successor departments or agencies;

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1 “Day” shall mean a calendar day unless expressly stated to be a working
2 day. In computing any period of time under this Consent Decree, the rules set
3 forth in Rule 6 of the Federal Rules of Civil Procedure shall apply;

4 “Defendants” shall mean Plains All American Pipeline, L.P. and Plains
5 Pipeline, L.P.;

6 “Delivery Lines” as stated in Appendix B shall mean any pipeline that
7 generally operates to move oil from a delivery meter on a pipeline or facility to
8 another pipeline or facility in close proximity;

9 “DOI” shall mean the United States Department of the Interior, including
10 its bureaus and agencies, and any of its successor departments or agencies;

11 “Elder California Pipeline Safety Act” shall mean the Elder California
12 Pipeline Safety Act of 1981, California Government Code §§ 51010 *et seq.*;

13 “EPA” shall mean the United States Environmental Protection Agency and
14 any of its successor departments or agencies;

15 “Effective Date” shall have the definition provided in Section XXI
16 (Effective Date);

17 “Federal Trustees” shall mean DOI and NOAA in their capacities as
18 Natural Resource Trustees;

19 “Integrity Management Plan” or “IMP” shall mean Plains’ Integrity
20 Management Plan, dated September 2019, as delivered to PHMSA by letter dated
21 November 19, 2019, from counsel for Defendants;

22 “Line 901” is Defendants’ 24-inch diameter crude-oil pipeline that
23 extends approximately 10.7 miles in length from the Los Flores Pump Station to
24 the Gaviota Pump Station, in Santa Barbara County, California, as generally
25 depicted in Appendix A;

26 “Line 903” is Defendants’ 30-inch diameter crude-oil pipeline that extends
27 approximately 129 miles in length from the Gaviota Pump Station in Santa
28 Barbara County, California to the Emidio Pump Station in Kern County,

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1 California, with intermediate stations at Sisquoc Mile Post 38.5 and Pentland
2 Mile Post 114.57, as generally depicted in Appendix A;

3 “Line 2000” is Defendants’ 20-inch diameter pipeline that extends
4 approximately 130 miles in length and transports crude-oil produced in the outer
5 continental shelf and the San Joaquin Valley. Line 2000 runs from Bakersfield,
6 California, over the Tehachapi Mountains and through the Grapevine I-5 corridor
7 and extends to delivery locations in the Los Angeles metropolitan area, as
8 generally depicted in Appendix A;

9 “Mainline pipeline” as stated in Appendix B shall mean the principal
10 pipeline or the parallel pipeline in a given pipeline system, excluding connected
11 lateral lines or branch lines that are used locally to deliver product either into the
12 mainline pipeline from, or out of the mainline pipeline to, a nearby facility or a
13 third-party line;

14 “Natural Resource” and “Natural Resources” shall mean land, fish,
15 mammals, birds, wildlife, biota, air, water, ground water, drinking water supplies,
16 and other such resources belonging to, managed by, held in trust by, appertaining
17 to, or otherwise controlled by the United States and/or the State or any
18 subdivision thereof, and shall also mean the services provided by such resources
19 to other resources or to humans;

20 “Natural Resource Damages” or “NRD” shall mean all damages, including
21 restoration or rehabilitation costs, recoverable by the United States or State
22 Trustees for injuries to, destruction of, loss of, or loss of use of, natural resources
23 including any services such natural resources provide, including the reasonable
24 costs of assessing the damage, as described in 33 U.S.C. § 2702(b)(2)(A),
25 resulting from the Refugio Incident;

26 “Natural Resource Damage Assessment” or “NRDA” shall mean the
27 process of collecting, compiling, and analyzing information, statistics, or data
28 through prescribed methodologies to determine damages for injuries to Natural

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1 Resources, as described in 15 C.F.R. Part 990, resulting from the Refugio
2 Incident;

3 “NRD Payment” shall mean the payment Defendants are required to pay
4 for the Natural Resource Damages as described in Section VI (Natural Resource
5 Damages);

6 “Natural Resource Trustees” or “Trustees” are those federal and state
7 agencies or officials designated or authorized pursuant to the CWA, OPA, and/or
8 applicable state laws to act as Trustees for the Natural Resources belonging to,
9 managed by, controlled by, or appertaining to the United States or the State.

10 Participating Trustees in the Natural Resource Damage Assessment and in this
11 Consent Decree are DOI, NOAA, CDFW, CDP, CSLC, and UC;

12 “NOAA” shall mean the National Oceanic and Atmospheric
13 Administration and any of its successor departments or agencies;

14 “Oil Spill Liability Trust Fund” or “OSLTF” shall mean, *inter alia*, the
15 fund established pursuant to 26 U.S.C. § 9509, including the claim-
16 reimbursement provisions set forth in 33 U.S.C. § 2712;

17 “OSFM” shall mean the California Department of Forestry and Fire
18 Protection’s - Office of the State Fire Marshal and any of its successor
19 departments or agencies;

20 “Paragraph” shall mean a portion of this Consent Decree identified by an
21 Arabic numeral;

22 “Parties” shall mean the Plaintiffs and Defendants, collectively;

23 “PHMSA” shall mean the United States Department of Transportation,
24 Pipeline and Hazardous Materials Safety Administration and any of its successor
25 departments or agencies;

26 “PHMSA Corrective Action Order” or “PHMSA CAO” shall mean the
27 Original CAO issued on May 21, 2015, by PHMSA, which was subsequently
28 amended on June 3, 2015, November 12, 2015, and June 16, 2016;

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1 “Pipeline Safety Laws” shall mean 49 U.S.C. §§ 60101 *et seq.*, and
2 regulations promulgated thereunder, including 49 C.F.R. Parts 190-199;

3 “Plaintiffs” shall mean the United States and the State Agencies;

4 “Refugio Incident” shall mean the release of approximately 2,934 barrels
5 of crude-oil from Plains’ Line 901 Pipeline, in Santa Barbara County, California
6 on or about May 19, 2015;

7 “Regulated Pipeline” shall mean any pipeline operated by Plains subject to
8 regulation under 49 C.F.R. Subchapter D, 19 California Code of Regulations Div.
9 1 Ch. 14, or the pipeline safety regulations of any other state certified by PHMSA
10 pursuant to 49 U.S.C. § 60105, but excludes facilities other than pipelines;

11 “Requests for Information” or “RFI” shall mean PHMSA’s RFIs dated
12 August 19, 2015, August 21, 2015, and September 1, 2016. RFIs shall also refer
13 to PHMSA’s subpoenas issued to Plains dated July 27, 2016 and June 2, 2017;

14 “Restore” or “Restoration” shall mean any action or combination of actions
15 to restore, rehabilitate, replace or acquire the equivalent of any Natural Resource
16 and its services, including Natural Resource-based recreational opportunities that
17 were injured, lost, or destroyed as a result of the Refugio Incident;

18 “RWQCB” shall mean the California Central Coast Regional Water
19 Quality Control Board and any of its successor departments or agencies;

20 “Section” shall mean a portion of this Consent Decree identified by a
21 Roman numeral;

22 “Segment” as stated in Appendix B shall mean any contiguous portion of a
23 pipeline system for which a single hydrostatic test or ILI may be performed, as
24 determined by Defendants;

25 “State Agencies” shall mean the People of the State of California, *Ex*
26 *Relatione* CDFW, CDPR, CSLC, OSFM, RWQCB, and UC. The State Agencies
27 do not include any entity or political subdivision of the State of California other
28 than those agencies herein designated the “State Agencies”;

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1 “State Trustees” shall mean CDFW, CDPR, CSLC, and UC in their
2 capacities as Natural Resource Trustees;

3 “United States” shall mean the United States of America, on behalf of
4 PHMSA, EPA, DOI, NOAA, and USCG;

5 “UC” shall mean The Regents of the University of California and any of its
6 successor departments or agencies; and

7 “USCG” shall mean the United States Coast Guard and any of its
8 successor departments or agencies.

9 V. CIVIL PENALTIES

10 A. Within thirty (30) Days after the Effective Date, Defendants shall pay to
11 the United States, CDFW, and RWQCB a total civil penalty of twenty-four
12 million dollars (\$24,000,000), together with interest accruing from the date on
13 which the Consent Decree is lodged with the Court, at a rate specified in 28
14 U.S.C. § 1961 (the “Penalty Payment”). The Penalty Payment shall be allocated
15 as follows:

16 8. Penalty Payment to the United States (PHMSA). For violations of
17 the Pipeline Safety Laws alleged in the United States’ Complaint, Defendants
18 shall pay to the United States a civil penalty of fourteen million five hundred
19 thousand dollars (\$14,500,000), together with a proportionate share of the interest
20 accrued on the Penalty Payment. The Penalty Payment shall be made as follows:

21 a. Thirteen million two hundred fifty thousand dollars
22 (\$13,250,000) attributed to Plains’ alleged Pipeline Safety Law
23 violations; and

24 b. One million two hundred fifty thousand dollars (\$1,250,000)
25 attributed to Plains’ alleged non-compliance with the RFI.

26 c. Payment shall be made by FedWire Electronic Funds Transfer
27 (“EFT”) to the United States Department of Justice in accordance
28 with written instructions to be provided to Defendants by the

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1 Financial Litigation Unit (“FLU”) of the United States Attorney’s
2 Office for the Central District of California Western Division after
3 the Effective Date. The payment instructions provided by the FLU
4 will include a Consolidated Debt Collection System (“CDCS”)
5 number, which Defendants shall use to identify all payments
6 required to be made in accordance with this Consent Decree. The
7 FLU will provide the payment instructions to:

8 Megan Prout
9 Senior Vice President
10 Commercial Law and Litigation
11 Plains All American Pipeline, L.P.
12 333 Clay Street, Suite 1600
Houston, TX 77002

13 on behalf of Defendants. Defendants may change the individual to
14 receive payment instructions on their behalf by providing written
15 notice of such change to the United States in accordance with
16 Section XX (Notices).

17 d. At the time of payment, Defendants shall send a copy of the
18 EFT authorization form and the EFT transaction record, together
19 with a transmittal letter, which shall state the payment is for the civil
20 penalty owed pursuant to this Consent Decree in the *United States of
21 America and the People of the State of California v. Plains All
22 American Pipeline, L.P., et al.*, and shall reference the Civil Action
23 Number assigned to this case, CDCS Number, and DOJ case number
24 90-5-1-1-11340, to the United States in accordance with Section XX
25 (Notices).

26 9. Penalty Payment to the United States (EPA) shared with CDFW and
27 RWQCB. The Penalty Payment shall be allocated as follows:

28 a. As a CWA penalty for violations of 33 U.S.C. § 1321(b) and

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1 the California statutes alleged in the Complaint other than California
2 Government Code § 8670.66(b), Defendants shall pay a civil penalty
3 of nine million four hundred fifty thousand dollars (\$9,450,000),
4 together with a proportionate share of the interest accrued on the
5 Penalty Payment. The Penalty Payment shall be made as follows:

6 1) To CDFW, one million twenty-five thousand dollars
7 (\$1,025,000), together with a proportionate share of the
8 interest accrued on the Penalty Payment. The Penalty
9 Payment shall be made by check payable to California
10 Department of Fish and Wildlife. The check shall be sent by
11 overnight or certified mail to:

12 California Department of Fish and Wildlife
13 Office of Spill Prevention and Response
14 Attn: Katherine Verrue-Slater, Senior Counsel
15 P.O. Box 160362
16 Sacramento, California 95816-0362

17 The check shall reference the “Refugio Oil Spill.” CDFW
18 shall deposit the money as follows: one million dollars
19 (\$1,000,000) into the Environmental Enhancement Fund
20 pursuant to California Government Code § 8670.70; and
21 twenty-five thousand dollars (\$25,000) into the Fish and
22 Wildlife Pollution Account pursuant to California Fish and
23 Game Code §§ 12017 and 13011.

24 2) To RWQCB, two million five hundred thousand dollars
25 (\$2,500,000), together with a proportionate share of the
26 interest accrued on the Penalty Payment. The Penalty
27 Payment shall be made by check payable to the “State Water
28 Pollution Cleanup and Abatement Account” and sent to:

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State Water Resources Control Board
Division of Administrative Services, ATTN: Civil
Liability Payment
P.O. Box 1888
Sacramento, California 95812-1888

The check shall reference the “Refugio Oil Spill.”

3) To the United States, five million nine hundred twenty-five thousand dollars (\$5,925,000), together with a proportionate share of the interest accrued on the Penalty Payment, by EFT to the United States Department of Justice, in accordance with instructions to be provided to Defendants by the FLU of the United States Attorney’s Office for the Central District of California Western Division. Such monies are to be deposited in the OSLTF. The Penalty Payment shall reference the Civil Action Number assigned to this case, DOJ case number 90-5-1-1-11340, and USCG reference numbers FPNs A15017 and A15018, and shall specify that the payment is made for CWA civil penalties to be deposited into the OSLTF pursuant to 33 U.S.C. § 1321(s), Section 4304 of Pub. L. No. 101-380, and 26 U.S.C. § 9509(b)(8). Any funds received after 11:00 a.m. Eastern Standard Time shall be credited on the next business day. Defendants shall simultaneously provide notice of payment in writing, together with a copy of any transmittal documentation to EPA and the United States in accordance with Section XX (Notices) of this Consent Decree, and to EPA by email to acctsreceivable.CINWD@epa.gov and to EPA and the National Pollution Funds Center at the following addresses:

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U.S. Environmental Protection Agency
Cincinnati Finance Office
26 Martin Luther King Drive
Cincinnati, Ohio 45268

and

Patricia V. Kingcade
Attorney Advisor
National Pollution Funds Center
U.S. Coast Guard
2703 Martin Luther King Jr. Avenue SE
Washington, D.C. 20593-7605

10. Penalty Payment to be Paid to CDFW. For alleged violations of California Government Code § 8670.25.5, Defendants shall pay a civil penalty pursuant to California Government Code § 8670.66(b) of fifty thousand dollars (\$50,000) together with a proportionate share of the interest accrued on the Penalty Payment. The Penalty Payment shall be made by check payable to California Department of Fish and Wildlife. The check shall be sent by overnight or certified mail to:

California Department of Fish and Wildlife
Office of Spill Prevention and Response
Attn: Katherine Verrue-Slater, Senior Counsel
P.O. Box 160362
Sacramento, California 95816-0362

The check shall reference the “Refugio Oil Spill.” CDFW shall deposit the money into the Environmental Enhancement Fund pursuant to California Government Code § 8670.70.

11. Defendants shall not deduct or capitalize any penalties paid under this Section or under Section XI (Stipulated Penalties) in calculating their federal or state income taxes.

VI. NATURAL RESOURCE DAMAGES

12. Within thirty (30) Days after the Effective Date, Defendants shall pay an NRD Payment of twenty-two million three hundred twenty-five thousand
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1 dollars (\$22,325,000) together with interest accruing from November 16, 2018, at
2 a rate specified in 28 U.S.C. § 1961. The NRD Payment shall be allocated as
3 follows:

4 a. To DOI, eighteen million four hundred twenty-two thousand
5 dollars (\$18,422,000) together with a proportionate share of the
6 interest accrued on the NRD Payment. Such payment shall be used
7 by the Trustees for the purposes set forth in Section VII (Trustees'
8 Management and Applicability of Joint NRD Funds). Defendants
9 shall make such payment by EFT to the United States Department of
10 Justice in accordance with instructions that the FLU of the United
11 States Attorney's Office for the Central District of California
12 Western Division shall provide to Defendants following the
13 Effective Date of this Consent Decree by this Court. At the time of
14 payment, Defendants shall simultaneously send written notice of
15 payment and a copy of any transmittal documentation to the
16 Trustees in accordance with Section XX (Notices) of this Consent
17 Decree and to:

18 Department of the Interior
19 Natural Resource Damage Assessment and
20 Restoration Program
21 Attention: Restoration Fund Manager
22 1849 "C" Street, N.W. Mail Stop 4449
23 Washington, D.C. 20240

24 The EFT and transmittal documentation shall reflect that the
25 payment is being made to the Department of the Interior Natural
26 Resources Damage Assessment and Restoration Fund ("Restoration
27 Fund"), Account Number 14X5198. DOI will maintain these funds
28 as a segregated subaccount named REFUGIO BEACH OIL SPILL
NRD Subaccount within the Restoration Fund.

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1 b. To CDPR, two million eighty-four thousand dollars
2 (\$2,084,000) together with a proportionate share of the interest
3 accrued on the NRD Payment, for deposit into the State Park
4 Contingent Fund. Payment shall be made by check payable to the
5 California Department of Parks and Recreation. At the time of
6 payment, Defendants shall simultaneously send written notice of
7 payment and a copy of any transmittal documentation to the
8 Trustees in accordance with Section XX (Notices) of this Consent
9 Decree. The check shall be sent by overnight or certified mail to:

10 The California Department of Parks and
11 Recreation
12 Attn: Laura Reimche, Senior Counsel
13 1416 Ninth Street, Room 1404-6
14 Sacramento, California 95814

14 The check shall reference the “Refugio Beach Oil Spill” and reflect
15 that it is a payment to the State Parks Contingent Fund. CDPR shall
16 use such monies to fund appropriate projects within State Parks’
17 properties from Gaviota to El Capitan State Park to compensate for
18 recreation losses resulting from the Refugio Incident. CDPR shall
19 manage such monies in accordance with Section VIII (Trustees’
20 Management of Recreational Use Funds).

21 c. To the National Fish and Wildlife Foundation (“NFWF”), one
22 million seven hundred ninety-three thousand dollars (\$1,793,000)
23 together with a proportionate share of the interest accrued on the
24 NRD Payment, on behalf of the State Trustees for deposit into the
25 California South Coast Shoreline Parks and Outdoor Recreational
26 Use Account established by NFWF. Payment shall be made by
27 check payable to the National Fish and Wildlife Foundation. At the
28 time of payment, Defendants shall simultaneously send written

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1 notice of payment and a copy of any transmittal documentation to
2 the Trustees in accordance with Section XX (Notices) of this
3 Consent Decree. The check shall be sent by overnight or certified
4 mail to:

5 California Department of Fish and Game
6 Office of Spill Prevention and Response
7 Attn: Katherine Verrue-Slater, Senior Counsel
8 P.O. Box 160362
9 Sacramento, California 95816-0362

10 The check shall reference the “Refugio Beach Oil Spill” and reflect
11 that it is a payment to the California South Coast Shoreline Parks
12 and Outdoor Recreational Use Account. The California South Coast
13 Shoreline Parks and Outdoor Recreational Use Account shall be
14 managed in accordance with the South Coast Shoreline Parks and
15 Outdoor Recreational Use Account Memorandum of Agreement
16 among the State Trustees and NFWF and shall be used by the
17 Trustees for the purposes set forth in Section VIII (Trustees’
18 Management of Recreational Use Funds).

19 d. To UC, twenty-six thousand dollars (\$26,000) together with a
20 proportionate share of the interest accrued on the NRD Payment, for
21 deposit into Natural Reserve System Account. Payment shall be
22 made by check payable to The Regents of the University of
23 California. At the time of payment, Defendants shall simultaneously
24 send written notice of payment and a copy of any transmittal
25 documentation to the Trustees in accordance with Section XX
26 (Notices) of this Consent Decree. The check shall be sent by
27 overnight or certified mail to:

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1 The Regents of the University of California
2 Attn: Michael Kisgen, Associate Director
3 Natural Reserve System
4 University of California, Office of the President
5 1111 Franklin Street, 6th Floor
6 Oakland, California 94607-5200

7 The check shall reference the “Refugio Beach Oil Spill” and reflect
8 that it is a payment to the Natural Reserve System Account. The
9 University of California Natural Reserve System will administer the
10 monies to fund projects selected by the University of California in
11 coordination with the Trustees. The projects shall address the
12 research, education, and outreach missions of the University of
13 California. UC shall manage such monies in accordance with
14 Section VIII (Trustees’ Management of Recreational Use Funds).

15 13. The NRD Payment is in addition to the NRDA costs incurred by the
16 Trustees through November 15, 2018, which have been separately reimbursed by
17 Defendants. To date, Plains has paid approximately ten million dollars
18 (\$10,000,000) for NRDA costs incurred by the Trustees through November 15,
19 2018.

20 **VII. TRUSTEES’ MANAGEMENT AND APPLICABILITY OF JOINT
21 NRD FUNDS**

22 14. DOI shall, in accordance with law, manage and invest funds in the
23 REFUGIO BEACH OIL SPILL NRD Subaccount, paid pursuant to Paragraph
24 12, and any return on investments or interest accrued on the REFUGIO BEACH
25 OIL SPILL NRD Subaccount for use by the Natural Resource Trustees in
26 connection with Restoration of Natural Resources affected by the Refugio
27 Incident. DOI shall not make any charge against the REFUGIO BEACH OIL
28 SPILL NRD Subaccount for any investment or management services provided.

15. DOI shall hold all funds in the REFUGIO BEACH OIL SPILL NRD

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1 Subaccount, including return on investments or accrued interest, subject to the
2 provisions of this Consent Decree.

3 16. The Natural Resource Trustees commit to the expenditure of the
4 funds set forth in Paragraph 12 for the design, implementation, permitting (as
5 necessary), monitoring, and oversight of Restoration projects and for the costs of
6 complying with the requirements of the law to conduct a Restoration planning
7 and implementation process. The Natural Resource Trustees will use the funds to
8 Restore, rehabilitate, replace or acquire the equivalent of any Natural Resource
9 and its services, including lost human use of such services, injured, lost, or
10 destroyed as a result of the Refugio Incident and for the administration and
11 oversight of these Restoration projects.

12 17. The specific projects or categories of projects will be contained in a
13 Restoration Plan prepared and implemented jointly by the Trustees, for which
14 public notice, opportunity for public input, and consideration of public comment
15 will be provided. Plains shall have no responsibility nor liability for
16 implementation of the Restoration Plan or projects relating to the Refugio
17 Incident, including any future project costs other than the payments set forth in
18 Section VII herein. The Trustees jointly retain the ultimate authority and
19 responsibility to use the funds in the REFUGIO BEACH OIL SPILL NRD
20 Subaccount to Restore Natural Resources in accordance with applicable law, this
21 Consent Decree, and any memorandum or other agreement among them.

22 **VIII. TRUSTEES' MANAGEMENT OF RECREATIONAL USE**
23 **FUNDS**

24 18. CDPR shall allocate the monies paid pursuant to Paragraph 12 for
25 projects providing human use benefits and for the oversight of those projects in
26 accordance with a Restoration Plan prepared and implemented jointly by the
27 Trustees, this Consent Decree, and in accordance with applicable law and any
28 Trustee memorandum or other agreement among them.

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1 4) Section 11.3, “Conducting Preventive and Mitigative
2 Evaluation Meetings;”

3 5) Section 11.4, “Documentation of P&M Evaluation
4 Meetings;” and

5 6) Section 11.6, “Implementation of P&M
6 Recommendations.”

7 For purposes of this Paragraph, the term “material change” refers to
8 any substantive modification in the IMP Procedures that could affect
9 the outcome or effect of a particular procedure or requirement.

10 b. At least thirty (30) Days prior to making a material change to
11 the above sections of the IMP, Defendants shall provide written
12 notice to PHMSA that includes a copy of the proposed change(s). In
13 the event PHMSA provides a written objection to Defendants’ notice
14 prior to the effective date of the material change and they cannot
15 informally resolve the matter, Defendants shall have the right to
16 submit the issue to Dispute Resolution (Section XIII).

17 c. In the event Plains cannot reasonably provide the thirty (30)
18 Day notice of material modification to the IMP described in
19 Subparagraph 22.b due to an unanticipated emergency, Plains shall
20 provide written notice to PHMSA within seven (7) Days of the
21 material change, stating the basis for the abbreviated notice. In the
22 event PHMSA provides a written objection to Defendants’
23 modification, Defendants shall have the right to submit the issue to
24 Dispute Resolution (Section XIII).

25 d. In the event PHMSA provides a written objection to a
26 material modification of Defendants’ IMP, PHMSA and Defendants
27 shall have sixty (60) Days for informal consultation. The parties
28 may mutually agree to extend the period by no more than thirty (30)

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1 Days. Following the notice period specified in Subparagraphs 22.b
2 and 22.c, Defendants may implement the modification until the
3 dispute is resolved. If the dispute is not resolved as a result of the
4 informal consultation, PHMSA or Defendants may invoke Dispute
5 Resolution pursuant to Section XIII. Stipulated penalties shall not
6 accrue during the informal consultation period described in this
7 Paragraph.

8 23. Material Changes in Control Room Management Plan and Control
9 Center General Procedures.

10 a. Plains' Control Room Management Plan and Control Center
11 General Procedures (collectively, "Control Center Plan and
12 Procedures") shall serve as the baseline Control Center Plan and
13 Procedures for purposes of this Consent Decree. Plains agrees that it
14 will not make any material changes to sections 6.5.5, 6.6.8, 8, 9.6.4,
15 9.6.9, 9.6.13, and 9.6.14 of its Control Room Management Plan and
16 procedures 100-2, 100-8, 100-9, 200-1, 300-1, 300-3, 300-5, 400-0,
17 and 500-12 of its Control Center General Procedures throughout the
18 term of this Consent Decree without following the process set forth
19 in this Paragraph. For purposes of this Paragraph, the term "material
20 change" refers to any substantive modification in the Control Center
21 Plan and Procedures that could affect the outcome or effect of a
22 particular procedure or requirement.

23 b. At least thirty (30) Days prior to making a material
24 modification to the above sections of its Control Room
25 Management Plan and Control Center General Procedures,
26 Defendants shall provide written notice to PHMSA that includes a
27 copy of the proposed change(s). In the event PHMSA provides a
28 written objection to Defendants' notice prior to the effective date of

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1 the material change(s), Defendants shall have the right to submit the
2 issue to Dispute Resolution (Section XII).

3 c. In the event Plains cannot reasonably provide the thirty (30)
4 Day notice of material modification to the Control Room
5 Management Plan and Control Center General Procedures described
6 in Subparagraph 23.b due to an unanticipated emergency, Plains
7 shall provide written notice to PHMSA within seven (7) Days of the
8 material modification, stating the basis for the abbreviated notice. In
9 the event PHMSA provides a written objection to Defendants'
10 modification, Defendants shall have the right to submit the issue to
11 Dispute Resolution (Section XIII).

12 d. In the event PHMSA provides a written objection to a
13 material modification of Defendants' Control Room Management
14 Plan and Control Center General Procedures, PHMSA and
15 Defendants shall have sixty (60) Days for informal consultation.
16 The parties may mutually agree to extend the period by no more
17 than thirty (30) Days. Following the notice period specified in
18 Subparagraphs 23.b and 23.c, Defendants may implement the
19 modification until the dispute is resolved. If the dispute is not
20 resolved as a result of the informal consultation, PHMSA or
21 Defendants may invoke Dispute Resolution pursuant to Section XIII.
22 Stipulated penalties shall not accrue during the informal consultation
23 period described in this Paragraph.

24 24. Where any compliance obligation under this Consent Decree requires
25 Defendants to obtain a federal, state, or local permit or approval, Defendants shall
26 submit timely applications and take all other actions reasonably necessary to obtain
27 all such permits or approvals. Defendants may seek relief under the provisions of
28 Section XII (Force Majeure) for any delay in the performance of any such

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1 obligation resulting from a failure to obtain, or a delay in obtaining, any permit or
2 approval required to fulfill such obligation, if Defendants have submitted timely
3 applications and have taken all other actions reasonably necessary to obtain all
4 such permits or approvals.

5 **X. CORRECTIVE ACTION ORDER**

6 25. Upon the Effective Date of this Consent Decree, the PHMSA CAO
7 shall close and be of no further force or effect. All outstanding terms and
8 obligations under the PHMSA CAO as of the Effective Date and which Plains is
9 still required to implement under this Consent Decree are set forth in Appendix D.

10 **XI. STIPULATED PENALTIES**

11 26. Unless excused under Section XII (Force Majeure), Defendants shall
12 be liable for stipulated penalties for violations of this Consent Decree as specified
13 below. A violation includes failing to perform any obligation required by the
14 terms of this Consent Decree according to all applicable requirements of this
15 Consent Decree and within the specified time schedules established by or
16 approved under this Consent Decree.

17 27. Late Payment of Civil Penalties and NRD Payment.

18 a. If Defendants fail to pay any portion of the Penalty Payment
19 to the United States required under Section V (Civil Penalties) when
20 due, Defendants shall pay to the United States a stipulated penalty of
21 ten thousand dollars (\$10,000) per Day for each Day payment is
22 late.

23 b. If Defendants fail to pay any portion of the Penalty Payment
24 to the CDFW and/or RWQCB as required under Section V (Civil
25 Penalties) when due, Defendants shall pay to the CDFW and/or
26 RWQCB a stipulated penalty of ten thousand dollars (\$10,000) each,
27 as applicable, per Day for each Day payment is late.

28 c. If Defendants fail to pay any portion of the NRD Payments

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1 required under Section VI (Natural Resource Damages) when due,
2 Defendants shall pay a stipulated penalty of five thousand dollars
3 (\$5,000) to the United States, and five thousand dollars (\$5,000) to
4 the State Trustees, per Day for each Day payment is late.

5 28. Stipulated Penalties for Non-Performance of Injunctive Relief.

6 Unless excused under Section XII (Force Majeure), the stipulated penalties
7 described in this Paragraph shall accrue per violation per Day for Defendants'
8 failure to perform the following injunctive relief required under Section IX
9 (Injunctive Relief) when due:

- 10 a. For failure to timely submit to OSFM the applications for
11 State waivers as specified in paragraphs 1.A, 1.B, 1.C, and 1.D of
12 Appendix B;
- 13 b. For failure to implement the Integrity Management provisions
14 as specified in paragraphs 4.A.1.a, e, f, g, h, and 4.A.2 of Appendix
15 B;
- 16 c. For failure to timely submit to OSFM the EFRD analyses as
17 specified in paragraphs 5.A-5.B of Appendix B;
- 18 d. For failure to timely submit to OSFM the risk analysis as
19 specified in paragraph 6.A of Appendix B;
- 20 e. For failure to timely submit to PHMSA the modified Section
21 9.5 of Plains' IMP, as specified in paragraph 9.A.3 of Appendix B;
- 22 f. For failure to timely submit to PHMSA the modified P&M
23 Recommendation forms, as specified in paragraph 9.B of Appendix
24 B;
- 25 g. For failure to timely conduct EFRD analyses for all Regulated
26 Pipelines for which Plains has not previously conducted an EFRD
27 analysis, as specified in paragraph 10.A of Appendix B;
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- 1 h. For failure to timely have in place revised valve maintenance
2 procedures, as specified in paragraph 10.B of Appendix B;
- 3 i. For failure to timely create a list of rupture detection methods
4 utilized, as specified in paragraph 11.A of Appendix B;
- 5 j. For failure to timely conduct annual training for controllers on
6 attributes and benefits of various methods of leak detection,
7 including Analog High/Low Threshold, Alarm Deadband, Creep
8 Deviation, and Analog Rate of Change, as specified in paragraph
9 11.B of Appendix B;
- 10 k. For failure to timely submit to PHMSA the computational
11 pipeline monitoring (“CPM”) systems analysis, as specified in
12 paragraph 11.C of Appendix B;
- 13 l. For failure to timely submit to PHMSA the selection of leak
14 detection method procedure, as specified in paragraph 11.D of
15 Appendix B;
- 16 m. For failure to hold or document periodic (at least annual)
17 meetings regarding potential improvements to leak detection, as
18 provided in paragraph 11.E of Appendix B;
- 19 n. For failure to timely have in place a procedure for tracking
20 when instrumentation has been impeded, as provided in paragraph
21 11.F of Appendix B;
- 22 o. For failure to complete, prior to resuming operations on Lines
23 901 or 903, the items identified in paragraph 12.A.1-4 of Appendix
24 B;
- 25 p. For failure to timely submit to OSFM confirmation that all
26 alarm descriptors are accurate, as specified in paragraph 12.B of
27 Appendix B;
- 28 q. For failure to timely conduct the surveys and update the

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- emergency response plans, as specified in paragraph 13.B.1 of Appendix B;
- r. For failure to timely provide emergency response training to employees, as specified in paragraph 13.B.2 of Appendix B;
 - s. For failure to timely provide control room supervisor training, as specified in paragraph 13.B.4 of Appendix B;
 - t. For failure to timely submit to PHMSA and/or OSFM, and/or OSPR, as applicable, notice of drills, as specified in paragraph 13.B.5 of Appendix B, provided that the penalty under this subsection shall not exceed one Day per drill;
 - u. For failure to timely submit to PHMSA the third-party Safety Management System report, as specified in paragraph 14.A.1 of Appendix B;
 - v. For failure to timely review and revise the drug and alcohol misuse plans, as specified in paragraph 15 of Appendix B;
 - w. For failure to timely submit to PHMSA notice of any material modification to the IMP, as required by Paragraph 22; and
 - x. For failure to timely submit to PHMSA notice of any material modification to the Control Room Management Plan or Control Center General Procedures, as required by Paragraph 23;
 - y. The penalties stipulated in this Section shall accrue as follows:

Penalty Per Violation	Per Day Period of Noncompliance
\$2,000 penalty per Day	1st to 30th Day
\$4,000 penalty per Day	31st to 60th Day
\$5,500 penalty per Day	61st Day and beyond

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1 29. Stipulated Penalties for Non-Compliance with Corrective Action
2 Order Terms. Unless excused under Section XII (Force Majeure), the stipulated
3 penalties described in this Paragraph shall accrue per violation per Day for
4 Defendants' failure to perform the following injunctive relief required under
5 Section X (Corrective Action Order) when due:

- 6 a. For operation of Line 901 in violation of paragraph 1.a of
7 Appendix D;
- 8 b. For failure to timely submit to OSFM a Line 901 Restart Plan,
9 as specified by paragraph 1.b of Appendix D;
- 10 c. For failure to comply with the operating pressure restriction,
11 including requirements for removal of the pressure restriction, for
12 Line 901 specified by paragraphs 1.c and 1.d of Appendix D;
- 13 d. For operation of Line 903, in violation of paragraph 1.e of
14 Appendix D;
- 15 e. For failure to timely submit to OSFM a Line 903 Restart Plan,
16 as specified by paragraph 1.f of Appendix D;
- 17 f. For failure to comply with the operating pressure restriction,
18 including requirements for removal of the pressure restriction, for
19 Line 903 specified by paragraphs 1.g and 1.h of Appendix D;
- 20 g. For failure to timely submit to OSFM any notification
21 specified by paragraph 1.i of Appendix D; and
- 22 h. For failure to submit to OSFM a final Appendix D
23 Documentation Report, as specified by paragraph 1.j of Appendix D.
- 24 i. The penalties stipulated in this Section shall accrue as
25 follows:
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Penalty Per Violation	Per Day Period of Noncompliance
\$2,000 penalty per Day	1st to 30th Day
\$4,000 penalty per Day	31st to 60th Day
\$5,500 penalty per Day	61st Day and beyond

30. Defendants shall pay stipulated penalties due pursuant to this Section within thirty (30) Days of a written demand.

31. For stipulated penalties accrued pursuant to Subparagraphs 27.a, 28.e, 28.f, 28.g, 28.h, 28.i, 28.j, 28.k, 28.l, 28.m, 28.n, 28.s, 28.t, 28.u, 28.v, 28.w, or 28.x of this Consent Decree, the United States shall have the right to issue a written demand for stipulated penalties, and Defendants must pay to the United States the full amount of any stipulated penalties due and will not be liable to the State Agencies for any such stipulated penalties.

32. For stipulated penalties accrued pursuant to Subparagraph 27.b of this Consent Decree, only CDFW and RWQCB shall have the right to issue a written demand for stipulated penalties and Defendants must pay to the CDFW and RWQCB the full amount of any stipulated penalties due and will not be liable to United States for any such stipulated penalties.

33. For stipulated penalties accrued pursuant to Subparagraphs 28.a, 28.b, 28.c, 28.d, 28.o, 28.p, or Paragraph 29 of this Consent Decree, only OSFM shall have the right to issue a written demand for stipulated penalties, and Defendants must pay to OSFM the full amount of any stipulated penalties due and will not be liable to United States for any such stipulated penalties.

34. For stipulated penalties accrued pursuant to Paragraphs 28.q, 28.r, 28.t, or Paragraph 30 of this Consent Decree, the United States, CDFW, OSFM, or all, may demand stipulated penalties by sending a joint or individual written demand to Defendants, with a copy simultaneously sent to the other Plaintiff(s).

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1 a. Where only one or two of the Plaintiffs referenced in
2 Paragraph 35 demand stipulated penalties under Paragraph 35, a
3 copy of the demand will simultaneously be sent to the remaining
4 Plaintiff(s) and they will have forty-five (45) Days to join in the
5 demand.

6 b. Where multiple Plaintiffs referenced in Paragraph 35 demand
7 stipulated penalties for the same violation, Defendants shall pay fifty
8 (50) percent to each of the demanding Plaintiffs (when two Plaintiffs
9 join in the demand); one third to each demanding Plaintiff (when all
10 three Plaintiffs join in the demand); or as allocated by the United
11 States, CDFW, and OSFM.

12 c. Where only one Plaintiff referenced in Paragraph 35 demands
13 stipulated penalties, and the other Plaintiffs do not join in the
14 demand within forty-five (45) Days of receiving the demand,
15 Defendants shall pay one hundred (100) percent to the Plaintiff
16 making the demand.

17 d. If a Plaintiff joins in the demand within forty-five (45) Days
18 but subsequently elects to waive or reduce stipulated penalties, in
19 accordance with Paragraphs 38 or 39 for that violation, Defendants
20 shall not be liable for such portion of the stipulated penalties waived
21 or reduced by such Plaintiff and shall be liable for any stipulated
22 penalties due to the other Plaintiffs joining such demand pursuant to
23 the allocation set forth in Subparagraph 34(b).

24 35. For stipulated penalties arising from a failure to perform obligations
25 pursuant to Subparagraph 27.c, the United States and the State Trustees may
26 demand stipulated penalties by sending a joint written demand to Defendants.

27 36. For all payments made pursuant to this Section, Defendants must
28 follow the payment instructions set forth in Section V (Civil Penalties). Any

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1 transmittal correspondence shall state that payment is for stipulated penalties and
2 shall identify the date of the written demand to which the payment corresponds.

3 37. Stipulated penalties under this Section shall begin to accrue on the
4 Day after the performance is due or on the day a violation occurs, whichever is
5 applicable, and shall continue to accrue until performance is satisfactorily
6 completed, or until the violation ceases. Stipulated penalties shall accrue
7 simultaneously for separate violations of this Consent Decree.

8 38. The United States may, in the unreviewable exercise of its
9 discretion, reduce or waive stipulated penalties otherwise due to the United States
10 under this Consent Decree.

11 39. The applicable State Agencies may, in the unreviewable exercise of
12 their discretion, reduce or waive stipulated penalties otherwise due to the
13 applicable State Agencies under this Consent Decree.

14 40. Stipulated penalties shall continue to accrue as provided in
15 Paragraphs 27 through 29, during any Dispute Resolution, but need not be paid
16 until the following:

17 a. If the dispute is resolved by agreement or by a decision of the
18 United States or the State Agencies, as applicable, that is not
19 appealed to the Court, Defendants shall pay accrued penalties
20 determined to be owing to the United States or the State Agencies,
21 as applicable, together with interest, within thirty (30) Days of the
22 effective date of the agreement or the receipt of the United States' or
23 the State Agencies' decision.

24 b. If the dispute is appealed to the Court and the Plaintiffs
25 prevail in whole or in part, Defendants shall pay all accrued
26 penalties determined by the Court to be owing, together with
27 interest, within sixty (60) Days of receiving the Court's decision or
28 order, except as provided in Subparagraph c, below.

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1 c. If any Party appeals the Court's decision and a Plaintiff
2 prevails in whole or in part, Defendants shall pay all accrued
3 penalties determined to be owing, together with interest, within
4 fifteen (15) Days of receiving the final appellate court decision.

5 41. If Defendants fail to pay stipulated penalties according to the terms
6 of this Consent Decree, Defendants shall be liable for interest on such penalties,
7 as provided for in 28 U.S.C. § 1961, accruing as of the date payment became due.
8 Nothing in this Paragraph shall be construed to limit the United States or the
9 State Agencies from seeking any remedy otherwise provided by law for
10 Defendants' failure to pay any stipulated penalties.

11 42. The payment of stipulated penalties, if any, shall not alter in any
12 way Defendants' obligation to complete the performance of the requirements of
13 this Consent Decree.

14 43. Subject to the provisions of Section XVII (Effect of
15 Settlement/Reservation of Rights) of this Consent Decree, the stipulated penalties
16 provided for in this Consent Decree shall be in addition to any other rights,
17 remedies, or sanctions available to the United States or the State Agencies
18 (including, but not limited to, statutory penalties, additional injunctive relief,
19 mitigation or offsets measures, and/or contempt) for Defendants' violation of this
20 Consent Decree or applicable laws.

21 XII. FORCE MAJEURE

22 44. "Force Majeure," for purposes of this Consent Decree, is defined as
23 any event arising from causes beyond the control of Defendants, of any entity
24 controlled by Defendants, or of Defendants' contractors that delays or prevents
25 the performance of any obligation under this Consent Decree despite Defendants'
26 best efforts to fulfill the obligation. The requirement that Defendants exercise
27 "best efforts to fulfill the obligation" includes using best efforts to anticipate any
28 potential Force Majeure event and best efforts to address the effects of any

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1 potential Force Majeure event (a) as it is occurring and (b) following the potential
2 Force Majeure, such that the delay and any adverse effects of the delay are
3 minimized. “Force Majeure” does not include Defendants’ financial inability to
4 perform any obligation under this Consent Decree.

5 45. If any event occurs or has occurred that may delay the performance
6 of any obligation under this Consent Decree, whether or not caused by a Force
7 Majeure event, Defendants shall provide notice orally or by electronic
8 transmission to the relevant Plaintiff(s), within five (5) Days of when Defendants
9 first knew that the event might cause a delay. Within ten (10) Days thereafter,
10 Defendants shall provide in writing to such Plaintiffs an explanation and
11 description of the reasons for the delay; the anticipated duration of the delay; the
12 actions taken or to be taken to prevent or minimize the delay; a schedule for
13 implementation of any measures to be taken to prevent or mitigate the delay or
14 the effect of the delay; Defendants’ rationale for attributing such delay to a Force
15 Majeure event if it intends to assert such a claim; and a statement as to whether,
16 in the opinion of Defendants, such event may cause or contribute to an
17 endangerment to public health, welfare or the environment. Defendants shall
18 provide with any notice the documentation that Defendants are relying on to
19 support the claim that the delay was attributable to a Force Majeure event.
20 Failure to comply with the above requirements shall preclude Defendants from
21 asserting any claim of Force Majeure for that event for the period of time of such
22 failure to comply, and for any additional delay caused by such failure.

23 Defendants shall be deemed to know of any circumstance of which Defendants,
24 any entity controlled by Defendants, or Defendants’ contractors knew or should
25 have known.

26 46. If Plaintiffs agree that the delay or anticipated delay is attributable to
27 a Force Majeure event, the time for performance of the obligations under this
28 Consent Decree that are affected by the Force Majeure event will be extended by

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1 Plaintiffs for such time as is necessary to complete those obligations. An
2 extension of the time for performance of the obligations affected by the Force
3 Majeure event shall not, of itself, extend the time for performance of any other
4 obligation. Plaintiffs will notify Defendants in writing of the length of the
5 extension, if any, for performance of the obligations affected by the Force
6 Majeure event.

7 47. If Plaintiffs do not agree that the delay or anticipated delay has been
8 or will be caused by a Force Majeure event, Plaintiffs will notify Defendants in
9 writing of their decision.

10 48. If Defendants elect to invoke the Dispute Resolution procedures set
11 forth in Section XIII (Dispute Resolution), in response to Plaintiffs'
12 determination in Paragraph 47 above, it shall do so no later than thirty (30) Days
13 after receipt of Plaintiffs' notice. In any such proceeding, Defendants shall have
14 the burden of demonstrating by a preponderance of the evidence that the delay or
15 anticipated delay has been or will be caused by a Force Majeure event, that the
16 duration of the delay or the extension sought was or will be warranted under the
17 circumstances, that best efforts were exercised to avoid and mitigate the effects
18 of the delay, and that Defendants complied with the requirements of Paragraphs
19 44 and 45. If Defendants carry this burden, the delay at issue shall be deemed not
20 to be a violation by Defendants of the affected obligation of this Consent Decree
21 identified to Plaintiffs and the Court.

22 **XIII. DISPUTE RESOLUTION**

23 49. Unless otherwise expressly provided for in this Consent Decree, the
24 Dispute Resolution procedures of this Section shall be the exclusive mechanism
25 to resolve disputes arising under or with respect to this Consent Decree.
26 Defendants' failure to seek resolution of a dispute under this Section shall
27 preclude Defendants from raising any such issue as a defense to an action by
28 Plaintiffs to enforce any obligation of Defendants arising under this Consent

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2 50. Informal Dispute Resolution. Any dispute subject to Dispute
3 Resolution under this Consent Decree shall first be the subject of informal
4 negotiations. The dispute shall be considered to have arisen when Defendants
5 send the relevant Plaintiff(s) a written Notice of Dispute. Such Notice of Dispute
6 shall state clearly the matter in dispute. The period of informal negotiations shall
7 not exceed thirty (30) Days from the date the dispute arises, unless that period is
8 modified by written agreement. If the parties cannot resolve a dispute by
9 informal negotiations, then the position advanced by Plaintiffs shall be
10 considered binding unless, within forty-five (45) Days after the conclusion of the
11 informal negotiation period, Defendants invoke formal Dispute Resolution
12 procedures as set forth below.

13 51. Formal Dispute Resolution. Defendants shall invoke formal Dispute
14 Resolution procedures, within the time period provided in the preceding
15 Paragraph, by serving on Plaintiffs a written Statement of Position regarding the
16 matter in dispute. The Statement of Position shall include, but need not be
17 limited to, any factual data, analysis, or opinion supporting Defendants' position
18 and any supporting documentation relied upon by Defendants.

19 52. Plaintiffs shall serve their Statement of Position within forty-five
20 (45) Days of receipt of Defendants' Statement of Position. Plaintiffs' Statement
21 of Position shall include, but need not be limited to, any factual data, analysis, or
22 opinion supporting that position and any supporting documentation relied upon
23 by Plaintiffs. Plaintiffs' Statement of Position shall be binding on Defendants,
24 unless Defendants file a motion for judicial review of the dispute in accordance
25 with the following Paragraph.

26 53. Defendants may seek judicial review of the dispute by filing with the
27 Court and serving on the relevant Plaintiff(s), in accordance with Section XX
28 (Notices), a motion requesting judicial resolution of the dispute. The motion

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1 must be filed within thirty (30) Days of receipt of Plaintiffs' Statement of
2 Position pursuant to the preceding Paragraph. The motion shall contain a written
3 statement of Defendants' position on the matter in dispute, including any
4 supporting factual data, analysis, opinion, or documentation, and shall set forth
5 the relief requested and any schedule within which the dispute must be resolved
6 for orderly implementation of this Consent Decree.

7 54. Plaintiffs shall respond to Defendants' motion within the time period
8 allowed by the Local Rules of this Court or by a schedule set by the Court.
9 Defendants may file a reply memorandum to the extent permitted by the Local
10 Rules.

11 55. Except as otherwise provided in this Consent Decree, in any dispute
12 brought under Paragraph 51, Defendants shall bear the burden of demonstrating
13 that its position complies with this Consent Decree, based on the Statements of
14 Position, and under applicable standards of review.

15 56. The invocation of Dispute Resolution procedures under this Section
16 shall not, by itself, extend, postpone, or affect in any way any obligation of
17 Defendants under this Consent Decree, unless and until final resolution of the
18 dispute so provides. Stipulated penalties with respect to the disputed matter shall
19 continue to accrue until the final resolution of the dispute. Payment shall be
20 stayed pending resolution of the dispute. If Defendants do not prevail on the
21 disputed issue, stipulated penalties shall be assessed and paid as provided in
22 Section XI (Stipulated Penalties).

23 **XIV. REPORTING**

24 57. After the Effective Date, by March 31 and September 30 of the
25 following years until termination of this Consent Decree per Section XXIV
26 (Termination), Defendants shall submit to the Plaintiffs in accordance with
27 Section XX (Notices) bi-annual reports that shall describe the status of
28 Defendants' compliance with the Consent Decree, including implementation of

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1 the injunctive relief requirements set forth in Appendices B and D. The report
2 will be organized to show the measures taken to comply with each of the
3 requirements set forth in Appendices B and D, whether the measures were taken
4 timely, the status of any permitting action that may affect compliance with the
5 Consent Decree, and whether the measures taken have achieved compliance with
6 the requirement.

7 **XV. CERTIFICATION**

8 58. Each report submitted by Defendants under Section XIV (Reporting)
9 shall be signed by either the Chief Executive Officer, the President, an Executive
10 Vice President, a Senior Vice President, or General Counsel who is an authorized
11 representative of Defendants, and must contain the following statement:

12 I certify under penalty of law that this document and all
13 attachments were prepared under my direction or
14 supervision in accordance with a system designed to
15 assure that qualified personnel properly gather and
16 evaluate the information submitted. Based on any
17 personal knowledge and my inquiry of the person or
18 persons who manage the system, or those persons
19 directly responsible for gathering the information, the
20 information submitted is, to the best of my knowledge
and belief, true, accurate, and complete. I am aware that
there are significant penalties for submitting false
information, including the possibility of fine and
imprisonment for knowing violations.

21 **XVI. INFORMATION COLLECTION AND RETENTION**

22 59. Plaintiffs and their representatives shall have the right of entry into
23 any facility covered by this Consent Decree, at all reasonable times and upon
24 reasonable notice, upon presentation of credentials, to:

- 25 a. monitor the progress of activities required under this Consent
26 Decree;
- 27 b. verify any data or information submitted to the Plaintiffs in
28 accordance with the terms of this Consent Decree;

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1 c. obtain documentary evidence, including photographs and
2 similar data; and

3 d. assess Defendants' compliance with this Consent Decree.

4 60. Until one (1) year after the termination of this Consent Decree,
5 Defendants shall retain, and shall instruct their contractors and agents to preserve
6 or deliver to Plains, all non-identical copies of all documents, records, or other
7 information (including documents, records, or other information in electronic
8 form) in their or their contractors' or agents' possession or control, or that come
9 into their or their contractors' or agents' possession or control, and that relate in
10 any manner to Defendants' performance of their obligations under this Consent
11 Decree. At any time during this information-retention period, upon request by
12 the Plaintiffs, Defendants shall provide copies of any documents, records, or
13 other information required to be maintained under this Paragraph.

14 61. This Consent Decree in no way limits or affects any right of entry
15 and inspection, or any right to obtain information, held by the United States or
16 the State Agencies pursuant to applicable federal or state laws, regulations, or
17 permits, nor does it limit or affect any duty or obligation of Defendants to
18 maintain documents, records, or other information imposed by applicable federal
19 or state laws, regulations, or permits.

20 62. For any documents, records, or other information required to be
21 submitted to Plaintiffs pursuant to this Consent Decree, Plains may assert a claim
22 of business confidentiality or other protections applicable to the release of
23 information by Plaintiffs, covering part or all of the information required to be
24 submitted to Plaintiffs pursuant to this Consent Decree in accordance with, as
25 applicable, 49 C.F.R. Part 7, 49 C.F.R. Part 190, and 40 C.F.R Part 2. Plains
26 must mark the claim of confidentiality in writing on each page, and include a
27 statement specifying the grounds for each claim of confidentiality.

28 63. The federal agency Plaintiffs are subject to applicable laws

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1 governing the disclosure of information under the Freedom of Information Act
2 (“FOIA”) (5 U.S.C. § 552 *et seq.*). If a federal agency Plaintiff receives a request
3 pursuant to FOIA for records produced pursuant to the Consent Decree, that
4 Plaintiff will, to the extent permitted by law, treat those records as exempt from
5 disclosure, and give Defendants a reasonable opportunity to identify portions of
6 documents Defendants have claimed as confidential and that may be subject to
7 the request, and to specify the grounds for each claim of confidentiality. In
8 accordance with applicable regulations, if the federal agency Plaintiff determines
9 that the records are not exempt from disclosure, the Plaintiff shall provide notice
10 of the determination to Defendants prior to making any record available to the
11 public.

12 64. For documents provided to PHMSA under this Consent Decree,
13 Defendants need not provide redacted copies when the documents are produced.
14 Within fourteen (14) Days of notification from PHMSA of a FOIA request, or
15 such other time as agreed upon, Defendants will provide a copy of the relevant
16 records with confidential information redacted along with explanations of the
17 asserted grounds for confidentiality.

18 65. State Agency Plaintiffs are subject to the California Public Records
19 Act (“CPRA”) (California Government Code §§ 6250 *et seq.*). If a State Agency
20 Plaintiff receives a request pursuant to the CPRA for records produced pursuant
21 to the Consent Decree, that Plaintiff will, to the maximum extent permitted by
22 law, treat those records as exempt from disclosure, and give Defendants a
23 reasonable opportunity to submit redacted copies of the requested records. If the
24 Plaintiff determines that the records are not exempt from disclosure, the Plaintiff
25 shall provide notice of the determination to Defendants prior to making any
26 record available to the public.

27 66. The requirements of this Paragraph apply to Defendants’ production
28 of documents to PHMSA only. Defendants shall produce all documents required

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1 to be produced in connection with this Consent Decree in, at Defendants' option,
2 either native format via electronic media or secure file transfer protocol ("FTP").
3 Any encryption or access restriction shall be on a container level only, *i.e.*, only
4 the electronic media or the top-level folder containing the documents shall be
5 encrypted and Plaintiffs shall have unrestricted access to the files/folders within
6 the electronic media or the top-level folder without need for additional decryption
7 or access codes. Regardless of production method or encryption, individual
8 documents shall be produced in a manner that allows the Plaintiffs to view, print,
9 copy, save, download, and share each document within Plaintiffs' own
10 environment without restriction, tracking or monitoring by Defendants, or
11 automatically generated changes to the document (*e.g.*, without entering access
12 codes prior to each download, and without automatically generated watermarks
13 stating the download date and time).

14 67. At the conclusion of the information-retention period, Defendants
15 shall provide ninety (90) Days' notice to Plaintiffs of Defendants' resumption of
16 internal document destruction policies for documents, records, or other information
17 subject to the requirements of Paragraph 60.

18 68. [*Intentionally left blank.*]

19 **XVII. EFFECT OF SETTLEMENT/RESERVATION OF RIGHTS**

20 69. This Consent Decree resolves the civil claims of the United States
21 and the State Agencies for the matters alleged in the Complaint filed in this
22 action for the Refugio Incident.

23 70. Subject to the reservations of rights specified in Paragraph 71, this
24 Consent Decree also resolves all civil and administrative penalty claims that
25 could be brought by PHMSA, for violations of the Pipeline Safety Laws specified
26 below that occurred on any of Defendants' Regulated Pipelines prior to January
27 28, 2019, the date that PHMSA's ongoing "Integrated Inspection" of a portion of
28 Defendants' Regulated Pipelines and other pipeline facilities began. The specific

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1 Pipeline Safety Laws subject to this Paragraph are the following (including other
2 regulations expressly incorporated therein):

- 3 a. 49 C.F.R. Part 194 Subpart B – Response Plans;
4 b. 49 C.F.R. Part 195 Subpart B – Reporting;
5 c. 49 C.F.R. Part 195 Subpart E – Pressure Testing;
6 d. 49 C.F.R. Part 195 Subpart F – Operation and Maintenance,
7 sections 195.402, 195.403, 195.404, 195.406, 195.408, 195.412,
8 195.420, 195.422, 195.428, 195.436, 195.442, 195.444, 195.446,
9 195.452;
10 e. 49 C.F.R. Part 195 Subpart G – Qualification of Pipeline
11 Personnel, as it relates to valve maintenance;
12 f. 49 C.F.R. Part 195 Subpart H – Corrosion Control;
13 g. 49 C.F.R. Part 199 – Drug and Alcohol Testing; and
14 h. All recordkeeping, documentation, and document production
15 requirements in the provisions listed in subsections 70.a-70.g, and
16 49 C.F.R. section 190.203 and Part 195.

17 71. The United States, on behalf of PHMSA, reserves all legal and
18 equitable remedies to address violations of the Pipeline Safety Laws described in
19 Paragraph 70 that occur on or after January 28, 2019, including violations that
20 may have begun prior to such date and continued subsequent to January 28, 2019.
21 A separate violation of the Pipeline Safety Laws occurs for each day that the
22 violation continues, pursuant to 49 U.S.C. § 60122(a).

23 72. This Consent Decree also resolves all civil and administrative
24 penalty claims that could be brought by OSFM against Defendants for violations
25 of the Pipeline Safety Laws and the Elder California Pipeline Safety Act
26 as specified below relating to Line 901, Line 903, or Line 2000 that occurred
27 prior to January 28, 2019. OSFM reserves all legal and equitable remedies to
28 address violations of the specified Pipeline Safety Laws that occur on or after

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1 January 28, 2019, including violations that may have begun prior to such date
2 and continued subsequent to January 28, 2019. The specific Pipeline Safety
3 Laws and Elder California Pipeline Safety Act subject to this Paragraph are:

- 4 a. The Pipeline Safety Laws specified in Paragraph 70; and
- 5 b. California Government Code §§ 51012.3, 51013, 51013.5,
6 51014, 51015, 51015.4, 51015.5 (for Line 901 and Line 903 only),
7 and 51018.

8 73. For any reportable pipeline accident, as defined in 49 C.F.R.
9 § 195.50, occurring on or after January 28, 2019, on any of Defendants'
10 Regulated Pipelines, Paragraphs 70 and 72 shall not limit the right of PHMSA
11 and OSFM to sue or pursue administrative or other remedies for violations
12 (including penalties) under the Pipeline Safety Laws and the Elder California
13 Pipeline Safety Act for such accident. Nothing in Paragraphs 70 through 72 shall
14 be construed to limit the legal and equitable remedies of the United States or
15 State Agencies, other than PHMSA and OSFM.

16 74. The United States and the State Agencies reserve all legal and
17 equitable remedies available to enforce the provisions of this Consent Decree.
18 This Consent Decree shall not be construed to limit the rights of the United States
19 or the State Agencies to obtain penalties, injunctive relief, or other administrative
20 or judicial remedies under the CWA, OPA, Pipeline Safety Laws, or under other
21 federal or state laws, regulations, or permit conditions, except as specified in
22 Paragraphs 69, 70, and 72.

23 75. The United States reserves all legal and equitable remedies to address
24 any imminent and substantial endangerment or threat to the public health or
25 welfare or the environment arising at, or posed by, Defendants' operations,
26 whether related to the violations addressed in this Consent Decree or otherwise.
27 PHMSA further reserves the right to issue to Defendants corrective action orders
28 pursuant to 49 C.F.R § 190.233; emergency orders pursuant to 49 C.F.R.

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1 § 190.236; and safety orders pursuant to 49 C.F.R. § 190.239. The State Agencies
2 reserve all legal and equitable remedies under California Government Code
3 §§ 8670.57, 8670.69.4, 51013.5, 51015.5, 51018.6, 51018.7 and 51018.8,
4 California Water Code §§ 13301, 13304, 13340, and 13386, and California Health
5 & Safety Code § 13107.5 to address (1) conditions threatening to cause or creating
6 a substantial risk of an unauthorized discharge of oil into waters of the State of
7 California, (2) a discharge of waste threatening to cause a condition of pollution or
8 nuisance, or (3) a discharge which poses a substantial probability of harm to
9 persons, property or natural resources.

10 76. This Consent Decree also shall not be construed to in any way limit or
11 waive the claims set forth in the case entitled *California State Lands Commission,*
12 *et al. v. Plains Pipeline, L.P., et al.*, Case No. 18CV02504 (Cal. Sup. Court) and
13 Case No. B295632 (Cal. Ct. App.).

14 77. In any subsequent administrative or judicial proceeding initiated by
15 the United States or the State Agencies for injunctive relief, civil penalties, other
16 appropriate relief relating to Defendants' violations alleged in Plaintiffs'
17 Complaint, Defendants shall not assert, and may not maintain, any defense or
18 claim based upon the principles of waiver, *res judicata*, collateral estoppel, issue
19 preclusion, claim preclusion, claim-splitting, or other defenses based upon any
20 contention that the claims raised by the United States or the State Agencies in the
21 subsequent proceeding should have been brought in the instant case, except with
22 respect to claims that have been specifically resolved pursuant to Paragraphs 69,
23 70, and 72.

24 78. This Consent Decree is not a permit, or a modification of any
25 permit, under any federal, state, or local laws, or regulations. Defendants are
26 responsible for achieving and maintaining full compliance with all applicable
27 federal, state, and local laws, regulations, and permits; and Defendants'
28 compliance with this Consent Decree shall be no defense to any action

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1 commenced pursuant to any such laws, regulations, or permits, except as set forth
2 herein. The United States and the State Agencies do not, by their consent to the
3 entry of this Consent Decree, warrant or aver in any manner that Defendants'
4 compliance with any aspect of this Consent Decree will result in compliance with
5 provisions of the CWA, OPA, Pipeline Safety Laws, or with any other provisions
6 of federal, state, or local laws, regulations, or permits.

7 79. This Consent Decree does not limit or affect the rights of Defendants
8 or of the United States or the State Agencies against any third-parties, not party
9 to this Consent Decree, nor does it limit the rights of third-parties, not party to
10 this Consent Decree, against Defendants, except as otherwise provided by law.

11 80. This Consent Decree shall not be construed to create rights in, or
12 grant any cause of action to, any third-party not party to this Consent Decree.

13 81. Plaintiffs will not submit any claim for restitution for Natural
14 Resource Damages in *The People of the State of California v. Plains All*
15 *American Pipeline, L.P.*, Case No. 1495091 (Cal. Sup. Court).

16 82. By entering into this settlement, Defendants do not admit the
17 Pipeline Safety Laws violations alleged in the Complaint or described in this
18 Consent Decree by the United States on behalf of PHMSA; therefore, any
19 allegations of violations of these Pipeline Safety Laws do not constitute a finding
20 of violation and may not be used in any civil proceeding of any kind as evidence
21 or proof of any fact, fault or liability, or as evidence of the violation of any law,
22 rule, regulation, order, or requirement, except in a proceeding to enforce the
23 provisions of this Consent Decree. However, the allegations of violations set
24 forth in the Complaint may be: (1) considered by PHMSA to constitute prior
25 offenses in any future PHMSA enforcement action brought by the agency against
26 Plains, and (2) used for statistical purposes to identify violations that PHMSA
27 deems as causal to an incident or to increase the consequences of an incident.

28 Notwithstanding the forgoing, alleged violations subject to Paragraph 70 shall not

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1 be considered by PHMSA to constitute prior offenses in any future PHMSA
2 enforcement action brought by the agency against Plains.

3 83. By entering into this settlement, Defendants do not admit the
4 allegations of California Water Code §§ 13350 and 13385 violations set forth in
5 the Complaint; therefore, any allegations of violations of these statutes do not
6 constitute a finding of violation and may not be used in any civil proceeding of
7 any kind as evidence or proof of any fact, fault or liability, or as evidence of the
8 violation of any law, rule, regulation, order, or requirement, except in a
9 proceeding to enforce the provisions of this Consent Decree. However, the
10 allegations of California Water Code §§ 13350 and 13385 violations set forth in
11 the Complaint may be considered by the State Water Resources Control Board or
12 Regional Water Quality Control Boards to constitute prior offenses in any future
13 enforcement action brought by any of these agencies against Plains.

14 84. Subject to the terms of this Consent Decree, no provision contained
15 herein affects or relieves Plains of their responsibilities to comply with all
16 applicable requirements of the CWA, OPA, the Pipeline Safety Laws, federal or
17 state laws, and the regulations and orders issued thereunder. Subject to the terms
18 of this Consent Decree, nothing herein shall limit or reduce the Plaintiffs' right of
19 access, entry, inspection, and information-gathering or their authority to bring
20 enforcement actions against Defendants pursuant to the CWA, OPA, the Pipeline
21 Safety Laws, federal or state laws, the regulations and orders issued thereunder,
22 or any other applicable provision of federal or state law.

23 85. Defendants hereby covenant not to sue Plaintiffs for any claims
24 related to the Refugio Incident, or response activities in connection with the
25 Incident, pursuant to the CWA, OPA, the Pipeline Safety Laws, federal or state
26 laws, or any other law or regulation for acts or omissions through the date on
27 which this Consent Decree is lodged with the Court.

28 86. Defendants covenant not to sue and agree not to assert any direct or

*United States of America and the People of the State of California v.
Plains All American Pipeline, L.P. and Plains Pipeline, L.P.*

Consent Decree

1 indirect claim for reimbursement related to the Refugio Incident from the OSLTF
2 or pursuant to any other provision of law.

3 87. The United States reserves the right to seek reimbursement from
4 Defendants for claims relating to the Refugio Incident paid after the date on
5 which the Consent Decree is lodged with the Court from the OSLTF pursuant to
6 33 U.S.C. § 2712.

7 **XVIII. TRANSFER AND ACQUISITION OF ASSETS**

8 88. In the event Defendants sell or transfer ownership of or operating
9 responsibility for Lines 901, 903, or 2000, or any lines built to replace Lines 901
10 or 903, Defendants will obtain from the transferee an agreement to be bound by
11 those provisions of this Consent Decree and Appendices B and D that are
12 specifically applicable to the asset(s) acquired, unless Defendants have already
13 completed the required action or unless OSFM agrees to relieve the transferee of
14 the obligations of any otherwise applicable provision. Those provisions of
15 Appendix B are:

- 16 a. For existing but non-operational segments of Lines 901 and
17 903, paragraphs 1.A, 1.B, 1.E, 2.B, 2.C., 4, 5, 6, 7.A, 12.A of
18 Appendix B;
- 19 b. For the operational segment of Line 903 from Pentland to
20 Emidio, paragraphs 1.C, 1.E, 4, 5, 6, 7.A of Appendix B;
- 21 c. For any lines built to replace Lines 901 or 903, paragraphs
22 2.A.1, 5, 7.B, 12.A of Appendix B; and
- 23 d. For Line 2000, paragraphs 1.D, 1.E, 4, 5, 6, 7.A, 12.B. of
24 Appendix B.

25 89. In the event Defendants sell or transfer ownership of or operating
26 responsibility for Lines 901, 903, or 2000, or any lines built to replace Lines 901
27 or 903, Defendants shall provide a copy of this Consent Decree to the prospective
28 transferee at least fourteen (14) Days prior to such transfer. Defendants shall

*United States of America and the People of the State of California v.
Plains All American Pipeline, L.P. and Plains Pipeline, L.P.*

Consent Decree

1 provide written notice of any such transfer to OSFM within ten (10) Days after
2 the date Defendants publicly disclose the transaction or the date the transaction is
3 closed, whichever is earlier. Prior to the transfer, Defendants may notify OSFM
4 that Defendants have completed certain required actions of this Consent Decree,
5 or request that OSFM relieve the transferee of certain obligations of otherwise
6 applicable provisions, such that the transferee will not be bound by those
7 requirements. Defendants shall provide to Plaintiffs documentation
8 demonstrating the transferee's agreement to be bound by the relevant provisions
9 of the Consent Decree. Defendants shall provide to the transferee copies of those
10 portions of relevant emergency response plans that relate to the transferred asset.

11 90. In the event of the sale or transfer pursuant to an arm's-length
12 transaction of Defendants' Regulated Pipelines other than Lines 901, 903, or
13 2000, or any lines built to replace Lines 901 or 903, to an independent third-party
14 transferee, the transferee shall not be subject to the requirements of this Consent
15 Decree. Defendants shall provide a copy of this Consent Decree to the transferee
16 at least fourteen (14) Days prior to such transfer. Defendants shall provide
17 written notice of any such transfer, including documentation demonstrating that
18 the Consent Decree was provided to the transferee, to PHMSA within ten (10)
19 Days after the date Defendants publicly disclose the transaction or the date the
20 transaction is closed, whichever is earlier. Defendants' obligations under this
21 Consent Decree with respect to all non-transferred assets shall not be affected.

22 91. For all Regulated Pipeline assets that Defendants assume operating
23 responsibility for after the Effective Date, Plains is obligated to apply Article II
24 (Company Wide Provisions) of Appendix B of this Consent Decree to the newly
25 acquired assets.

26 **XIX. COSTS**

27 92. Except as otherwise stated in this Consent Decree, the Parties shall
28 bear their own costs related to this action and this Consent Decree, including

*United States of America and the People of the State of California v.
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Consent Decree

1 attorneys' fees; provided, however, the United States and the State Agencies shall
2 be entitled to collect the costs (including attorneys' fees) incurred in any action
3 necessary to collect any portion of the civil penalty or any stipulated penalties
4 due but not paid by Defendants.

5 **XX. NOTICES**

6 93. Unless otherwise specified in this Consent Decree, whenever
7 notifications, submissions, reports, or communications are required by this
8 Consent Decree, they shall be made in writing, sent electronically by email
9 provided by the Parties, and addressed to all Parties as follows:

10 As to the United States by email: eescdcopy.enrd@usdoj.gov
11 Re: DJ # 90-5-1-1-11340

12 As to the United States by mail: EES Case Management Unit
13 Environment and Natural Resources
14 Division
15 U.S. Department of Justice
16 P.O. Box 7611
17 Washington, D.C. 20044-7611
18 Re: DJ # 90-5-1-1-1130

19 As to PHMSA: James M. Pates
20 Assistant Chief Counsel
21 for Pipeline Safety
22 U.S. Department of Transportation
23 Pipeline and Hazardous Materials
24 Safety Administration
25 1200 New Jersey Ave. SE. E-26
26 Washington, DC. 20590

27 As to EPA: Andrew Helmlinger
28 Attorney Advisor
U.S. EPA Region IX
75 Hawthorne Street (ORC-3)
San Francisco, California 94104

*United States of America and the People of the State of California v.
Plains All American Pipeline, L.P. and Plains Pipeline, L.P.*
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As to DOI: Clare Cragan
U.S. Department of the Interior
Office of the Solicitor
755 Parfet St., Suite 151
Lakewood, Colorado 80215

As to NOAA: National Oceanic and Atmospheric
Administration
Office of General Counsel
Natural Resources Section
ATTN: Christopher J. Plaisted
501 W. Ocean Blvd, Suite 4470
Long Beach, California 90802

As to USCG: Patricia V. Kingcade
Attorney Advisor
National Pollution Funds Center,
US Coast Guard
2703 Martin Luther King Jr. Ave SE
Washington, DC 20593-7605

As to the State Agencies: Michael Zarro
Deputy Attorney General
Office of the Attorney General
Natural Resources Law Section
300 S. Spring St., Suite 11220
Los Angeles, California 90013

As to CDFW: California Department of Fish
and Wildlife
Office of Spill Prevention and Response
Attn: Katherine Verrue-Slater
Senior Counsel
P.O. Box 160362
Sacramento, California 95816-0362

1 As to CDPR: California Department of Parks and
2 Recreation
3 Attn: Laura A. Reimche, Senior Counsel
4 1416 Ninth Street, Room 1404-6
5 Sacramento, California 95814

6 As to CSLC: California State Lands Commission
7 Attn: Patrick Huber, Legal Division
8 100 Howe Avenue, Suite 100-South
9 Sacramento, California 95825

10 As to OSFM: California Department of Forestry and
11 Fire Protection
12 Legal Services Office
13 Attn: Joshua Cleaver, Staff Counsel
14 P.O. Box 944246
15 Sacramento, California 94244-2460

16 As to RWQCB: California Central Coast Regional Water
17 Quality Control Board
18 Attn: Naomi Rubin, Attorney III
19 801 K Street
20 Sacramento, California 95814

21 As to UC: Barton Lounsbury, Senior Counsel
22 University of California
23 Office of the General Counsel
24 1111 Franklin Street, 8th Floor
25 Oakland, California 94607

26 As to Defendants: Megan Prout
27 Senior Vice President
28 Commercial Law and Litigation
333 Clay Street, Suite 1600
Houston, Texas 77002

*United States of America and the People of the State of California v.
Plains All American Pipeline, L.P. and Plains Pipeline, L.P.*

Consent Decree

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Henry Weissmann
Daniel B. Levin
Colin Devine
Munger, Tolles & Olson LLP
350 S. Grand Ave, 50th Floor
Los Angeles, California 90071

Steven H. Goldberg
Nicole Granquist
Downey Brand LLP
621 Capitol Mall, 18th Floor
Sacramento, California 95814

94. Any Party may, by written notice to the other Parties, change its designated notice recipient or notice address provided above.

95. Notices submitted pursuant to this Section shall be deemed submitted upon mailing, or emailing unless otherwise provided in this Consent Decree or by mutual agreement of the Parties in writing.

XXI. EFFECTIVE DATE

96. The Effective Date of this Consent Decree shall be the date upon which this Consent Decree is entered by the Court, or a motion to enter this Consent Decree is granted, whichever occurs first, as recorded on the Court's docket.

XXII. RETENTION OF JURISDICTION

97. The Court shall retain jurisdiction over this case until termination of this Consent Decree, for the purpose of effectuating or enforcing compliance with the terms of this Consent Decree.

XXIII. MODIFICATION

98. The terms of this Consent Decree, including any attached Appendices, may be modified only by a subsequent written agreement signed by the Parties. Where the modification constitutes a material change to any term of this Consent Decree, it shall be effective only upon approval of the Court.

*United States of America and the People of the State of California v.
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Consent Decree

1 any dispute regarding termination until sixty (60) Days after receipt of the
2 Plaintiffs' response to Defendants' Request for Termination.

3 **XXV. PUBLIC PARTICIPATION**

4 103. This Consent Decree shall be lodged with the Court for a period of
5 not fewer than thirty (30) Days for public notice and comment in accordance with
6 28 C.F.R. § 50.7. The Parties agree and acknowledge that the final approval by
7 Plaintiffs and entry of this Consent Decree are subject to notice of lodging of the
8 Consent Decree and a public comment period. Plaintiffs reserve the right to
9 withdraw or withhold consent if the comments disclose facts or considerations
10 that indicate that this Consent Decree is inappropriate, improper, or inadequate.

11 104. Defendants consent to entry of this Consent Decree without further
12 notice and agree not to withdraw from or oppose entry of this Consent Decree by
13 the Court or to challenge any provision of the Consent Decree, unless Plaintiffs
14 have notified Defendants in writing that Plaintiffs no longer support entry of the
15 Consent Decree.

16 **XXVI. SIGNATORIES/SERVICE**

17 105. Each undersigned representative of Defendants, the State of
18 California Attorney General's Office, CDFW, CDPR, CSLC, OSFM, RWQCB,
19 UC, the Assistant Attorney General for the Environment and Natural Resources
20 Division of the Department of Justice, PHMSA, and EPA certifies that he or she
21 is fully authorized to enter into the terms and conditions of this Consent Decree
22 and to execute and legally bind the Party he or she represents to the terms of this
23 Consent Decree.

24 106. This Consent Decree may be signed in counterparts, and such
25 counterpart signature pages shall be given full force and effect. For purposes of
26 this Consent Decree, a signature page that is transmitted electronically (*e.g.*, by
27 emailed PDF) shall have the same effect as an original.

28

*United States of America and the People of the State of California v.
Plains All American Pipeline, L.P. and Plains Pipeline, L.P.*

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XXVII. INTEGRATION

107. This Consent Decree constitutes the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in the Consent Decree and supersedes all prior agreements and understandings, whether oral or written, concerning the settlement embodied herein. The Parties acknowledge that there are no representations, agreements, or understandings relating to the settlement other than those expressly contained in this Consent Decree.

XXVIII. FINAL JUDGMENT

108. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute a final judgment of the Court as to the Parties.

XXIX. 26 U.S.C. SECTION 162(f)(2)(A)(ii) IDENTIFICATION

109. For purposes of the identification requirement of Section 162(f)(2)(A)(ii) of the Internal Revenue Code, 26 U.S.C. § 162(f)(2)(A)(ii), performance of Section III (Applicability), Paragraph 5; Section VI (Natural Resource Damages), Paragraph 12; Section IX (Injunctive Relief), Subparagraphs 22.a, 22.b, 22.c, 23.a, 23.b, 23.c, Paragraph 24, and related Appendix B; Section XIV (Reporting), Paragraph 57; Section XV (Certification), Paragraph 58; and Section XVI (Information Collection and Retention), Paragraphs 59, 60, and 66 is restitution or required to come into compliance with law to the extent it applies to federal agencies.

Dated and entered this ____ day of _____, 20__.

UNITED STATES DISTRICT JUDGE

*United States of America and the People of the State of California v.
Plains All American Pipeline, L.P. and Plains Pipeline, L.P.*
Consent Decree

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THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of
*United States of America and the People of the State of California v. Plains All
American Pipeline, L.P. and Plains Pipeline, L.P.*

FOR THE UNITED STATES OF AMERICA:

3/12/2020
Date


BRUCE S. GELBER
Deputy Assistant Attorney General
Environment and Natural Resources
Division U.S. Department of Justice

3/13/2020
Date


BRADLEY R. O'BRIEN
ANGELA MO
Environmental Enforcement Section
Environment and Natural Resources

Division

*United States of America and the People of the State of California v.
Plains All American Pipeline, L.P. and Plains Pipeline, L.P.*

Consent Decree

1 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of
2 *United States of America and the People of the State of California v. Plains All*
3 *American Pipeline, L.P and Plains Pipeline, L.P.*

4 FOR THE UNITED STATES DEPARTMENT OF TRANSPORTATION,
5 PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION:

6
7 31 March 2020
8 Date


9 PAUL ROBERTI
10 Chief Counsel
11 U.S. Department of Transportation
12 Pipeline and Hazardous Materials Safety
13 Administration
14 1200 New Jersey Avenue, SE
15 Washington, DC 20590

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United States of America and the People of the State of California v.
Plains All American Pipeline, L.P. and Plains Pipeline, L.P.
Consent Decree

1 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of
2 *United States of America and the People of the State of California v. Plains All*
3 *American Pipeline, L.P. and Plains Pipeline, L.P.*

4 FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY:

5
6 3-2-20

7 Date



SUSAN PARKER BODINE
Assistant Administrator
Office of Enforcement and Compliance
Assurance

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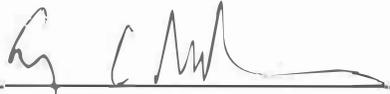
United States of America and the People of the State of California v.
Plains All American Pipeline, L.P. and Plains Pipeline, L.P.
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THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States of America and the People of the State of California v. Plains All American Pipeline, L.P. and Plains Pipeline, L.P.

FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY:

2/26/2020
Date



AMY C. MILLER
Region 9 Director
Enforcement and Compliance Assurance
Division
U.S. EPA Region 9
Mail Code ENF-1
75 Hawthorne Street
San Francisco, CA 94105

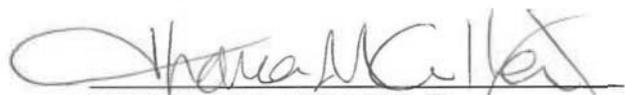
*United States of America and the People of the State of California v.
Plains All American Pipeline, L.P. and Plains Pipeline, L.P.*
Consent Decree

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THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of
*United States of America and the People of the State of California v. Plains All
American Pipeline, L.P. and Plains Pipeline, L.P.*

FOR THE CALIFORNIA DEPARTMENT OF FISH and WILDLIFE:

3/4/2020
Date


THOMAS M. CULLEN, JR.
Administrator
Office of Spill Prevention and Response

*United States of America and the People of the State of California v.
Plains All American Pipeline, L.P. and Plains Pipeline, L.P.*
Consent Decree

1 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of
2 *United States of America and the People of the State of California v. Plains All*
3 *American Pipeline, L.P. and Plains Pipeline, L.P.*

4 FOR THE CALIFORNIA DEPARTMENT OF PARKS AND RECREATION:

5
6 3/2/20
7 Date

Lisa Ann L. Mangat
LISA ANN L. MANGAT
Director
California Department of Parks
and Recreation

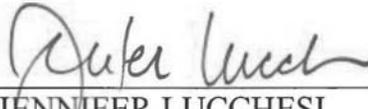
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United States of America and the People of the State of California v.
Plains All American Pipeline, L.P. and Plains Pipeline, L.P.
Consent Decree

1 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of
2 *United States of America and the People of the State of California v. Plains All*
3 *American Pipeline, L.P. and Plains Pipeline, L.P.*

4 FOR THE CALIFORNIA STATE LANDS COMMISSION:

5
6 2/28/2020
7 Date



JENNIFER LUCCHESI
Executive Officer
California State Lands Commission

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United States of America and the People of the State of California v.
Plains All American Pipeline, L.P. and Plains Pipeline, L.P.
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THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States of America and the People of the State of California v. Plains All American Pipeline, L.P. and Plains Pipeline, L.P.*

FOR THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION'S - OFFICE OF THE STATE FIRE MARSHAL:

3/4/2020
Date


THOMAS W. PORTER
Director
California Department of Forestry and
Fire Protection

United States of America and the People of the State of California v. Plains All American Pipeline, L.P. and Plains Pipeline, L.P.
Consent Decree

1 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of
2 *United States of America and the People of the State of California v. Plains All*
3 *American Pipeline, L.P. and Plains Pipeline, L.P.*

4 FOR THE CALIFORNIA REGIONAL WATER QUALITY CONTROL
5 BOARD, CENTRAL COAST REGION:

6 March 2, 2020
7 Date



8 JOHN ROBERTSON
9 Executive Officer
10 Central Coast Regional Water
11 Quality Control Board

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United States of America and the People of the State of California v.
Plains All American Pipeline, L.P. and Plains Pipeline, L.P.

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1 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of
2 *United States of America and the People of the State of California v. Plains All*
3 *American Pipeline, L.P. and Plains Pipeline, L.P.*

4 FOR THE REGENTS OF THE UNIVERSITY OF CALIFORNIA:

5
6 3/3/20
7 Date


BARTON LOUNSBURY
Senior Counsel
Office of the General Counsel

10
11 Date

PEGGY FIEDLER
Executive Director
UC Natural Reserve System

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United States of America and the People of the State of California v.
Plains All American Pipeline, L.P. and Plains Pipeline, L.P.
Consent Decree

#10362

1 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of
2 *United States of America and the People of the State of California v. Plains All*
3 *American Pipeline, L.P. and Plains Pipeline, L.P.*

4 FOR THE REGENTS OF THE UNIVERSITY OF CALIFORNIA:

5
6
7 Date

BARTON LOUNSBURY
Senior Counsel
Office of the General Counsel

8
9
10 *3 March 2020*



11 Date

PEGGY FIEDLER
Executive Director
UC Natural Reserve System

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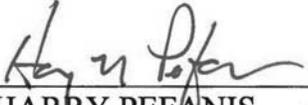
United States of America and the People of the State of California v.
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THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of
*United States of America and the People of the State of California v. Plains All
American Pipeline, L.P. and Plains Pipeline, L.P.*

FOR PLAINS ALL AMERICAN PIPELINE, L.P.

2/25/2020
Date



HARRY PEANIS
President 

*United States of America and the People of the State of California v.
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THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States of America and the People of the State of California v. Plains All American Pipeline, L.P. and Plains Pipeline, L.P.*

FOR PLAINS PIPELINE, L.P.

2/25/2020
Date



HARRY PEANIS
President 

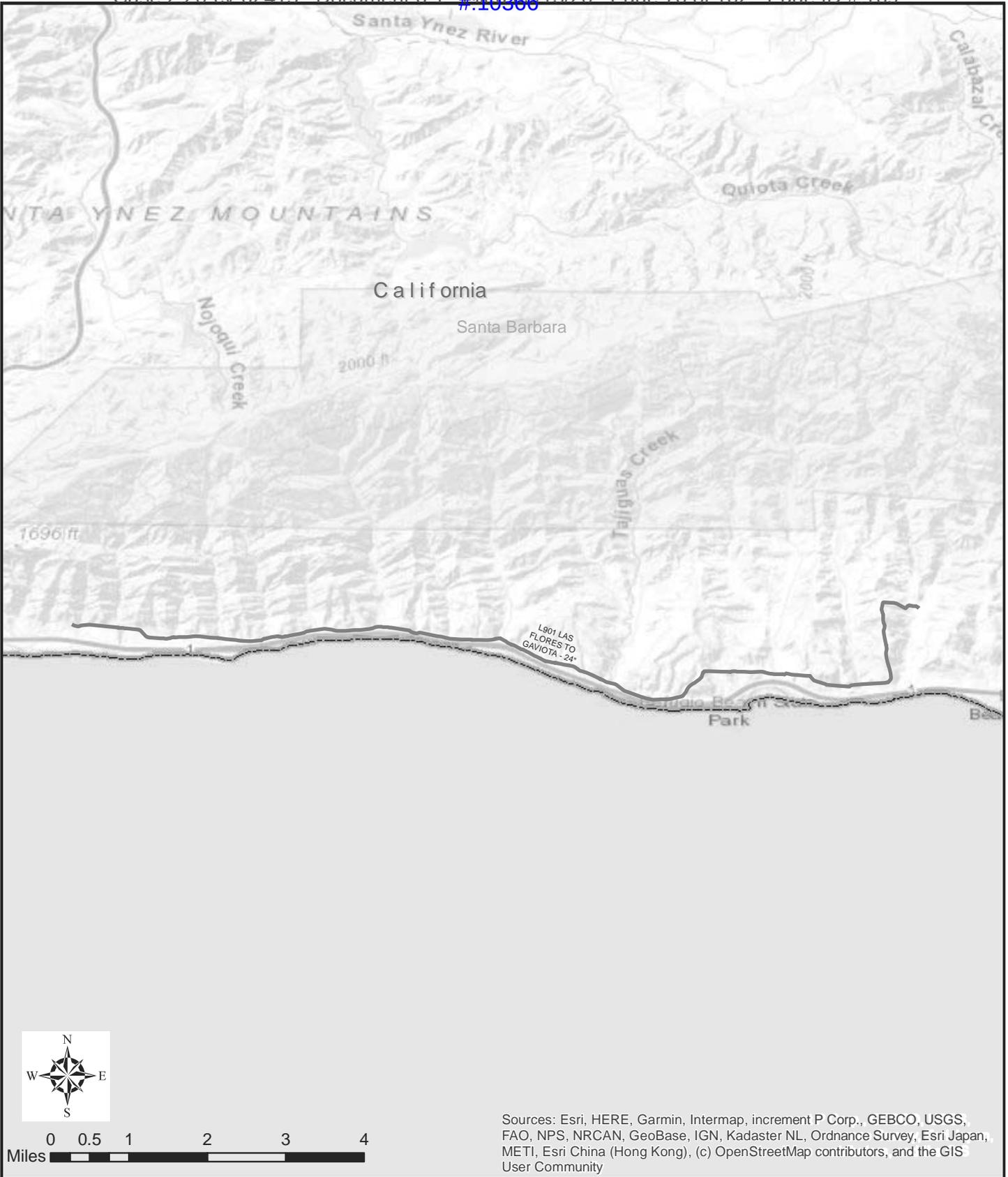
United States of America and the People of the State of California v. Plains All American Pipeline, L.P. and Plains Pipeline, L.P.
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APPENDIX A

*(Set of maps that generally depict Lines
901, 903, and 2000)*

*United States of America and the People of the State of California v.
Plains All American Pipeline, L.P. and Plains Pipeline, L.P.
Consent Decree*

#10966



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

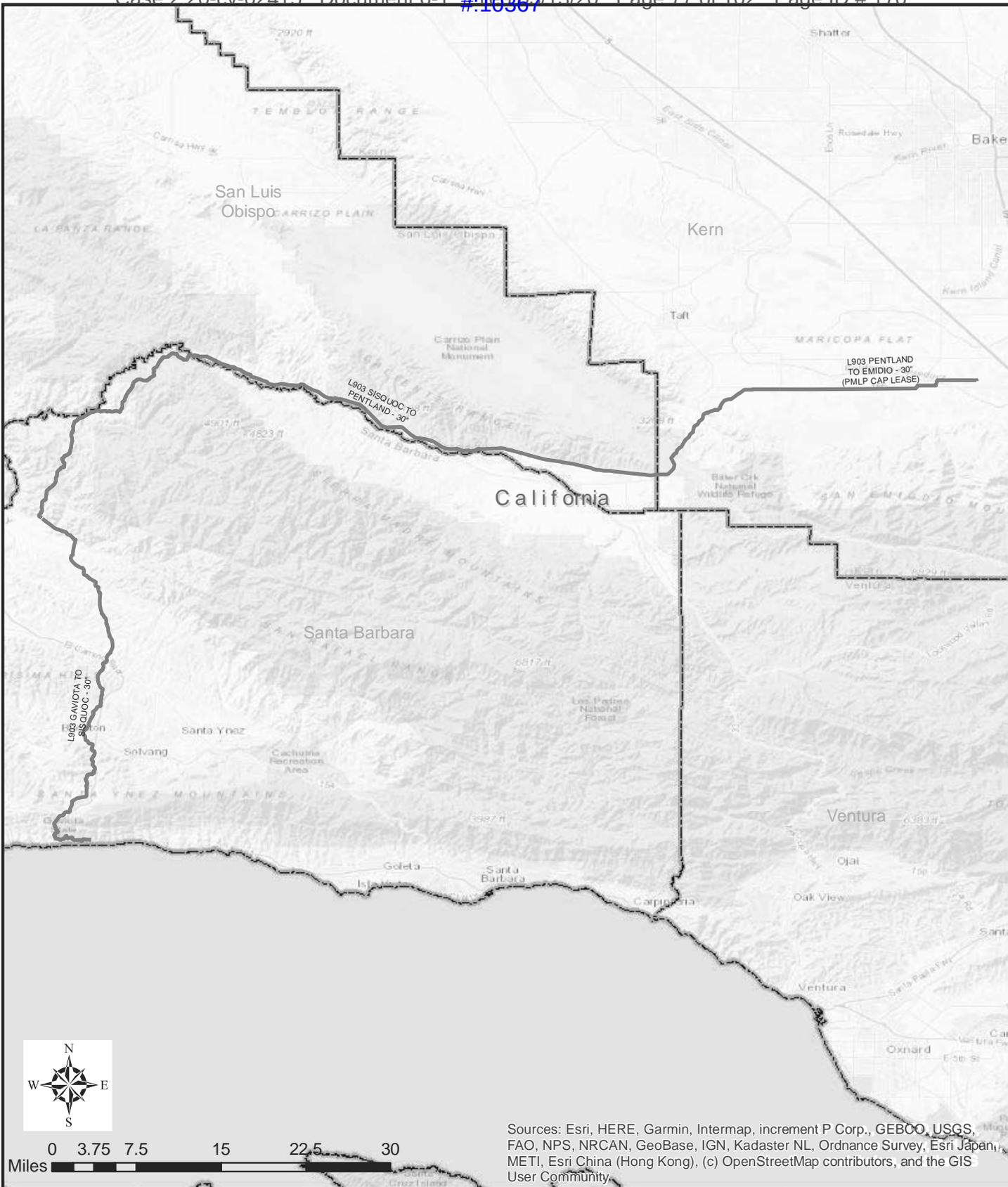
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Appendix A – Line 901

Owner:



PLAINS
 ALL AMERICAN
 PIPELINE, L.P.

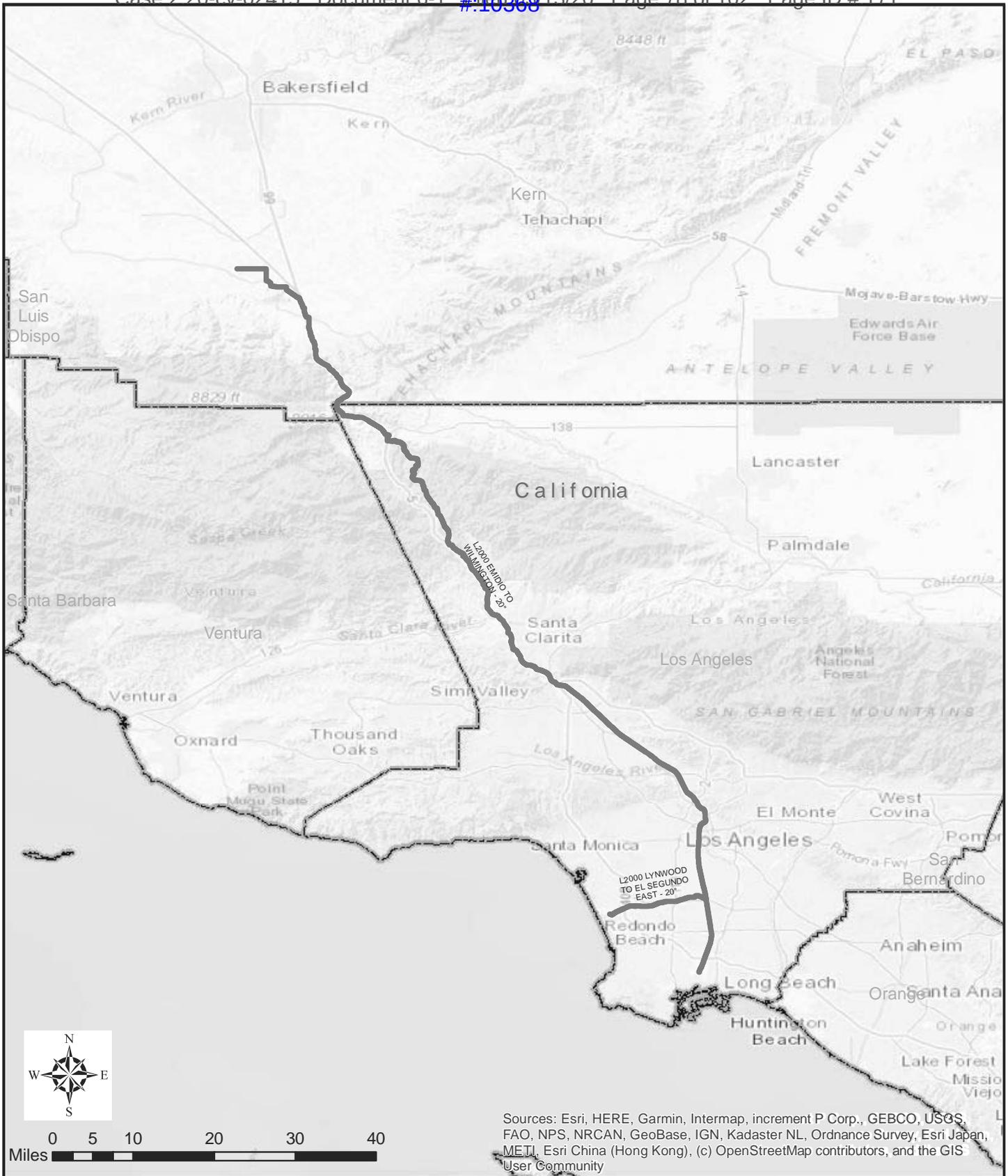


Appendix A – Line 903

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Owner:

PLAINS
 ALL AMERICAN
 PIPELINE, L.P.



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

Appendix A – Line 2000

Scale: 1:966,574
 Sheet No: 1/1

Owner:

PLAINS
 ALL AMERICAN
 PIPELINE, L.P.

APPENDIX B
(PHMSA Injunctive Relief)

*United States of America and the People of the State of California v.
Plains All American Pipeline, L.P. and Plains Pipeline, L.P.
Consent Decree*

APPENDIX B

ARTICLE I – CALIFORNIA-SPECIFIC PROVISIONS

1. **State Waivers for Lines 901, 903, and 2000 (not to include any replacement lines):**
 - A. Prior to restarting Line 901, Plains shall apply for a State Waiver through the OSFM for the limited effectiveness of cathodic protection on Line 901. Plains must receive a State Waiver from the OSFM prior to restarting Line 901.
 - B. Prior to restarting non-operational segments of Line 903, Plains shall apply for a State Waiver through the OSFM for the limited effectiveness of cathodic protection on Line 903. Plains must receive a State Waiver from the OSFM prior to restarting Line 903.
 - C. Within 90 days of entry of the Consent Decree (CD), Plains must apply for a State Waiver through the OSFM for the limited effectiveness of cathodic protection on Line 903. The State Waiver shall apply to the currently operational segment of Line 903 from Pentland to Emidio.
 - D. Within 90 days of entry of the CD, Plains must apply for a State Waiver through the OSFM for the limited effectiveness of cathodic protection on Line 2000.
 - E. To the extent that a State Waiver directly incorporates terms identified in section 4 (Integrity Management) below, as being applicable to Lines 901, 903, or 2000, Plains shall not contest the inclusion of those terms in the relevant State Waiver. Plains reserves its rights to contest on any grounds any additional terms that the OSFM may require as part of each State Waiver if one is received. Nothing in this CD shall be construed to limit the authority of the OSFM to require additional terms or conditions in the State Waiver. Further, nothing in the State Waiver shall be construed to limit the applicability of the terms set forth in the CD.
2. **Replacement, Restart, or Abandonment of Lines 901 and 903:**
 - A. Plains shall replace the existing Line 901 and segments of Line 903 from Gaviota to Sisquoc and Sisquoc to Pentland with non-insulated pipe, if Plains is able to timely obtain: (1) agreements from shippers to transport sufficient quantities of product to make the cost of replacing the segments economically viable; (2) the Federal, State, and Local permits that may be required; and (3) whatever additional rights are needed, including rights-of-way that may be needed from landowners. Obtaining required commercial commitments, permits, rights-of-way, and any other rights necessary for replacement is the sole responsibility of Plains.

1. On any replacement segments of Lines 901 or 903, Plains shall, prior to commencing operation of such segment(s):
 - a. Test for potential AC/DC interference. Where potential AC/DC interference exists, proper mitigation of interference shall be designed and installed during construction of replacement lines.
 - b. Conduct a close interval survey (CIS) and AC/DC interference survey.
 - c. Based on the CIS and AC/DC interference surveys, place additional cathodic-protection test stations at locations where the surveys demonstrate potential cathodic-protection deficiencies, following review and consultation with the OSFM regarding proposed test station locations.
 - B. As an alternative to replacement of Line 901 and segments of Line 903 from Gaviota to Sisquoc and Sisquoc to Pentland, Plains may restart the existing pipelines in accordance with the CD (including Appendix D) and applicable law.
 - C. As an alternative to replacement or restart of Line 901 and segments of Line 903 from Gaviota to Sisquoc and Sisquoc to Pentland, Plains may abandon all or any segments in accordance with all applicable laws and regulations.
3. **Third-Party Analysis of Line 2000 ILI Data**
- A. Plains shall select, subject to OSFM's approval, a third-party consultant to review and analyze ILI data for Line 2000 and provide a report to the OSFM on its findings.
 - B. The consultant shall:
 1. Review all ILI results and reports that Plains has received from ILI vendors for Line 2000;
 2. Review Plains' processes and procedures for analyzing ILI data, and Plains' analysis of Line 2000 ILI results, and suggest potential improvements, if any, to Plains' current processes or procedures for analyzing ILI data;
 3. Analyze Plains' implementation of its ILI assessment procedures for Line 2000.
 4. Evaluate ILI vendor specifications to ensure that proper criteria and technology considerations are taken in to account in selecting the specific inspection tool(s) used in the future, with consideration given to best available technology for reliably detecting corrosion, general corrosion, selective seam-weld corrosion, and seam anomalies;

5. Consider disclosed industry standards and regulations, including, but not limited to: 49 CFR § 195.452, the California Elder Pipeline Safety Act, ASME B31.4 (Pipeline Transportation Systems for Liquids and Slurries), ASME B31G (Manual for Determining Strength of Corroded Pipelines) or RSTRENG, API 1160 (Managing System Integrity for Hazardous Liquid Pipelines), API 1163 (In-Line Inspection Systems Qualification), ANSI/ASNT ILI-PQ (In-Line Inspection Personnel Qualification and Certification), NACE SP0169 (Control of External Corrosion on Underground or Submerged Metallic Piping Systems), and the PRCI Pipeline Repair Manual;
 6. Comply with additional requirements specified in the scope of work.
- C. The third-party consultant shall prepare a written report reflecting its findings, conclusions, and any recommendations for improvement found in conducting the analysis.
1. The consultant may recommend improvements to Plains' ILI analysis process and procedures to improve the quality and integration of ILI data into its IMP going forward. Plains shall give due consideration to the results of the analysis and recommendations of the consultant but will maintain discretion over whether and how to implement any recommendations.
 2. The report shall include a list of documents and data reviewed in conducting the analysis, which shall be provided to the OSFM, if requested.
 3. Within 150 days of entry of the CD, the consultant shall provide a draft report to the OSFM and Plains for comment at the same time. Plains and the OSFM may provide comments to the consultant on the report within 21 days of receipt of the draft.
 4. Within 45 days after receiving comments (if any) from Plains and the OSFM, the consultant shall provide a final report to PHMSA, the OSFM and Plains.

4. **Integrity Management**

- A. For any operating segments of Lines 901, 903, and 2000 (not to include any replacement lines):
1. Plains shall implement the following measures and amend its IMP, as needed, to include the requirements of this section for the applicable lines:
 - a. In addition to other dig criteria specified by regulation or in its IMP, Plains shall remediate all internal or external metal loss anomalies that have an ILI reported depth of 40% or greater wall

loss, within one year of discovery. If Plains is unable to remediate such anomalies within one year of discovery, Plains shall notify OSFM and temporarily reduce the operating pressure and/or take further remedial action in accordance with 49 C.F.R. § 195.452 until the anomaly is remediated (or until otherwise authorized by OSFM).

- b. Analyze a sample of additional anomalies of varying amounts of metal loss between 10% and 40% for validation. The sample size shall be at least ten, unless fewer than ten anomalies are reported within that range, in which case Plains would examine the number of anomalies called.
- c. When sizing anomalies, apply interaction/clustering criteria of 6t by 6t for applicable ILI tools;
- d. Require its ILI tool vendor to include in the vendor's inspection report all metal loss anomalies of 10% or greater, based on raw data, prior to adding in any correction for tool tolerance;
- e. Any time a shrink sleeve is exposed during an anomaly investigation, remove the shrink sleeve, investigate circumferentially and longitudinally along the pipe for external corrosion and coating deterioration, and recoat with two-part epoxy;
- f. Send all field measurements to the tool vendor within 90 days of completing all digs for any ILI, provided that available data must be submitted prior to the next ILI run, and conduct annual meetings with the tool vendor to discuss tool performance;
- g. For any use of magnetic flux leakage (MFL) tools, require its ILI tool vendor to manually grade any metal loss anomalies initially identified by the ILI tool as greater than or equal to 20% of wall loss (i.e., have human eyes on the raw data and not simply rely on a computer algorithm), and require that the vendor's ILI report note any differences between what the computer algorithm reported and the vendor's manual grade;
- h. Where any ILI tool fails to record data for 5% or more of the external and/or internal surface area of the inspected segment, re-run the ILI tool to cover the area of failure;
- i. Integrate and analyze available data in its P&M process, including:
 - i. Assessment data from ILI tool runs;
 - ii. Dig and repair data;

- iii. Corrosion data, such as survey results, chemical treatments, and cleaning-pig results;
- iv. Operational data, such as pressure and flow data;
- v. Emergency response data, such as tactical response plans and results of recent drills on the pipeline, including locations of conduits to water, as identified in emergency response plans;
- vi. Evaluation of the capability of the leak detection system, which shall include identification of each leak detection segment between block valves, consideration of length and size of the pipeline, type of product carried, proximity to high consequence areas, swiftness of leak detection (the time period required for a leak to be operationally isolated and/or the pipeline to be shut down), type and location of valves, valve closure time, EFRD analysis results, the location of nearest response personnel, leak history, and risk assessment results;
- vii. Other pipeline characteristics, such as length, diameter, presence in HCAs and Environmentally and Ecologically Sensitive Areas (as defined in regulations promulgated pursuant to California Government Code § 8574.7(d), including 14 CCR 817.04(k)(3)(A)), maximum operating pressure, normal operating pressure, coating type, elevation data, water crossings, proximity to water bodies, casings, geohazard threats, maximum flow rate, and maximum rupture volume.

2. ILI Measures

- a. Initial ILI Runs. Each year during the first two years after entry of the CD, Plains shall conduct at least two ILIs using: (1) a high-resolution MFL tool; and (2) a UT tool with an inertial measurement unit (IMU). Plains shall compare both runs and evaluate all available information, including these tool runs and corresponding IMU data. If a UT tool run is unsuccessful, Plains shall identify the limitations that prevented the UT tool run from being successful, consider changes to increase the likelihood of a successful UT tool run, and use best efforts to rerun the UT tool within six months (subject to tool availability).
 - i. All ILI assessments in the first two years shall include a sizing tool and a tool capable of identifying dents.

- ii. In each of the first two years, Plains shall run the second ILI tool as soon as practicable after running the first ILI tool, but no later than 90 days after completion of the first ILI tool run. If one of the two tool runs is unsuccessful, Plains shall re-run the tool that was unsuccessful (but need not re-run the tool that was successful) even if the re-run of the unsuccessful tool run would occur more than 90 days from the successful tool run.
 - b. Subsequent ILI Runs. After the first two years, Plains shall run at least one MFL or one UT tool every year, using a different ILI tool type (MFL or UT) in each alternating year. Alternatively, Plains may run a UT tool each year. If, however, any UT tool run is unsuccessful, Plains shall document the reasons why the UT tool was unsuccessful, consider changes to increase the likelihood of a successful UT tool run, and may use MFL technology to complete that year's ILI, but must run a UT tool the following year.
 - c. All ILI Runs. Plains shall provide ILI results and reports to the OSFM within 30 days from its availability to Plains.

5. **Valves**

- A. Within one year after entry of the CD for any operating segments of Lines 901, 903, and 2000, and for any new pipeline segments replacing those lines, Plains shall conduct EFRD analyses, which shall include consideration of:
 1. Swiftness of leak detection and pipeline shutdown capabilities, type of commodity carried, rate of potential leakage, volume that can be released, topography or pipeline profile, potential for ignition (for spilled commodity), proximity to power sources, location of nearest response personnel, specific terrain between the pipeline and the HCA, and benefits expected by reducing the spill size.
 2. Valve placement and method of valve actuation for all valves (not including valves used for instrumentation purposes, such as on tubing on transmitter calibration manifolds).
- B. Plains shall submit the EFRD analyses to OSFM within one year of entry of the CD.
- C. Where practical, Plains shall confirm that check valves that are necessary for the safe operation of the pipeline are in good working order at intervals required by other valve maintenance activities and associated procedures.

6. **Risk Analysis**

- A. For any operating segments of Lines 901, 903, or 2000 (not to include any replacement lines):
1. Plains shall submit a risk analysis under proposed regulation 19 CCR § 2111(c) to OSFM (dated January 17, 2019 and publicly noticed in the California Regulatory Notice Register on February 15, 2019), or the final version of such regulation as it may be made effective in the future, regardless of whether or not those lines would otherwise be subject to the proposed regulations.
 - a. The information in the risk analysis shall be limited to the information listed in proposed regulation 19 CCR § 2111(c).
 - b. Plains' responsibility under this subsection is limited to providing the risk analysis to OSFM; Plains will maintain discretion over whether and how to implement the results of the analysis. The OSFM may review and comment on the risk analysis submitted by Plains consistent with provisions found in the proposed regulations, 19 CCR 2100 et seq.
 - c. The risk analysis shall be due within one year from entry of the CD.

7. **Leak Detection**

- A. For any operating segments of Lines 901, 903, or 2000 (not to include any replacement lines), Plains shall confirm in writing to the OSFM within 30 days of entry of the CD that it has installed a Computational Pipeline Monitoring (CPM) Real Time Transient Model (RTTM) that is compliant with API 1130.
- B. Within 12 months after initiating operation of any replacement lines for Lines 901 or 903, Plains shall verify and certify to the OSFM that all Pipeline and Instrumentation Drawings (P&IDs) reflect correct "as-built" information.

8. **Non-waiver**

- A. Nothing in this CD shall excuse Plains from otherwise complying with the AB 864 regulations when they are promulgated.

ARTICLE II – COMPANY-WIDE PROVISIONS ON REGULATED PIPELINES

9. **Integrity Management**

- A. New Procedures for Interim Reviews and Assessments

1. Plains shall modify Section 9.5 of its Integrity Management Plan (“Continual Evaluation and Assessment of Pipeline Integrity”) to provide for an annual, but not to exceed 15 months, Interim Review of each pipeline segment it operates to determine whether, since the last assessment (whether it was an Interim Assessment or a full periodic assessment under Section 6), conditions have changed or new information has been obtained that could significantly impact already-identified threats or create new threats for that segment. If so, Plains shall evaluate whether it should implement any P&M measure(s) to address that threat prior to the next regularly-scheduled assessment. Section 9.5 shall list all the categories of potential threats to be considered as part of the Interim Review and the types of conditions, information and data that will be included in the information analysis conducted under 49 CFR § 195.452(g).
2. Plains shall modify Section 9.5 of its IMP to provide new forms for P&M measures or actions to be taken as a result of an Interim Review. Section 9.5 shall provide that Plains’ Integrity Engineer may recommend any P&M measures that may be appropriate, including any P&M measures that could be recommended following a full assessment performed under Section 6 of its IMP.
3. Plains shall submit its proposed modifications of Section 9.5 to PHMSA no later than 60 days after entry of the CD. If PHMSA does not object or request any modification within 60 days, Plains shall proceed to implement the revised procedures in Section 9.5, which shall be completed within 18 months from entry of the CD.

B. Documentation for P&M Recommendations

1. Within 90 days from entry of the CD, Plains shall revise Part B of its P&M Recommendation form (F11-2), to expand the scope and content of comments in the “Basis of Recommendation” field to provide a narrative explanation that reflects, at a minimum:
 - a. What drew the engineer’s attention and caused him or her to make the recommendation (such as an anomaly, pattern, trend or potential correlation observed in the data, a particular event or occurrence, a particular change in the operation or configuration of the line or in its surrounding environment, “lessons learned” from another event or occurrence, a corporate goal or initiative, etc.);
 - b. The specific risk (likelihood or consequence of failure, or both) or concern that the recommended measure is intended to investigate or address; and

- c. The goal or intended outcome that the recommended P&M measure is intended to achieve with regard to that specific risk or concern.
2. In the new forms for the Interim Review procedure described in Paragraph A above, Plains shall likewise provide a narrative explanation of the bases for any recommended P&M measures.
3. In Part B of its Preventive and Mitigative Evaluation Recommendation Form (F11-2), Plains shall continue to identify the anticipated completion date for the P&M measure in the column titled "Deadline Date."

C. Tracking of P&M Measures

Plains shall document P&M measures recommended but not implemented. Plains shall document implemented P&M measures through to completion, whether undertaken pursuant to an Interim Review under Section 9.5 or a full assessment under Section 6, such that these actions will be properly documented under 49 CFR § 195.452(l).

10. **Valves and O&M**

- A. Within two years after entry of the CD, Plains shall conduct EFRD analyses for all Regulated Pipelines for which it has not previously completed an EFRD analysis.
- B. Within two years of entry of the CD, Plains shall develop and implement procedures to:
 1. If a valve fails to respond properly on first actuation command, document the failure and review historical records for that valve to identify any systemic issues.
 2. Adjust Plains' surge analyses and Emergency Response Plans, if necessary, to account for identified systemic issues associated with valve closure times.
 3. Timely communicate to the Control Room the status of valve maintenance activity for those valves on Regulated Pipelines that are capable of being operated by the Control Room.
 4. Verify that personnel assigned to operator-qualification tasks for valve maintenance are qualified to perform those tasks.
- C. Plains shall make all repairs necessary to keep valves in good working order within one year of discovery that the valve is not operating as intended, or, if not possible, Plains shall provide timely notification (including justification) to PHMSA or OSFM as applicable.

- D. For all field personnel who perform maintenance on facilities, equipment, or devices, Plains shall provide training:
 - 1. Within two years of entry of the CD, that addresses the importance of complying with Plains' policy requiring notification of Control Room personnel before beginning maintenance activities on any such facility, equipment, or device that could change the status of any pump, valve, CPM device, SCADA device, pressure or flow metering or rate that is monitored by the Control Room. Plains shall include in the training a requirement that employees shall notify the Control Room before entering a facility to perform maintenance, or, if not possible, immediately after entering.
- E. Plains shall improve existing valve maintenance recordkeeping to include confirmation whether the valve has been actually operated during maintenance.

11. **Leak Detection**

- A. Within 90 days after entry of the CD, Plains shall create and maintain a list of its regulated mainline pipelines, excluding gathering lines and Delivery Lines, to indicate which of the following three rupture-detection methods, if any, are used on each line: (1) Rate of Change Combination alarm; (2) low discharge pressure alarm; or (3) 5-minute computational pipeline monitoring (CPM) alarm.
 - 1. Within one year after entry of the CD, for any regulated mainline pipeline identified in the list created pursuant to this paragraph that does not utilize at least one of the three rupture detection methods, Plains shall implement at least one.
- B. For the term of the CD, Plains shall conduct annual training for controllers on attributes and benefits of various methods of leak detection, including Analog High/Low Threshold, Alarm Deadband, Creep Deviation, and Analog Rate of Change.
- C. Within 18 months of entry of the CD, for its CPM systems, Plains shall analyze and evaluate the use of accumulated deviation rolling time periods longer than 24 hours.
 - 1. Plains shall document its analysis and provide it to PHMSA for comment, but Plains shall maintain discretion over what actions to take, if any, and how to implement the results of its analysis.
- D. Within six months of entry of the CD, Plains shall have in place a written procedure for Selection of Leak Detection Method for its Regulated Pipelines.
 - 1. Plains shall provide the Selection of Leak Detection Method procedure to PHMSA for comment, but Plains shall maintain discretion over and be

responsible for the final content and implementation of the Selection of Leak Detection Method procedure.

- E. Plains will hold periodic (at least annual) meetings to solicit feedback from Control Room and operations maintenance personnel regarding potential improvements to leak detection. The results of the meetings will be documented and shared with appropriate personnel. The recommendations will be evaluated and documented.
- F. Instrumentation and Display
 - 1. To minimize and prevent false operating conditions from being displayed, Plains shall, per API 1175 (Pipeline Leak Detection – Program Management (1st Edition, December 2015)), within three years from entry of the CD or such earlier time as required by regulations:
 - a. Provide a procedure by which operations maintenance personnel and/or Control Room personnel identify and record when instrumentation has been impeded on an unplanned basis and is no longer providing accurate and updated values on pressure, flow, or temperature due to scheduled or planned maintenance activities.
 - b. Track these conditions through to resolution, including instrumentation relocation when necessary.

12. **Control Room Management**

- A. For Lines 901 and 903, prior to resuming operations on segments currently not in service or commencing operations on any replacement for those lines, Plains shall:
 - 1. Complete point-to-point verification reviews for all components of its SCADA system, including displays, alarm setpoint values, and alarm log descriptors;
 - 2. Update its piping and instrumentation diagrams, software, manuals, and operating procedures to accurately reflect the existing field configuration;
 - 3. Confirm that all Lo-Lo and Hi-Hi SCADA alarms are configured and programmed as critical safety related alarms for pressures and flows, and that alert notifications are correct and accurate; and
 - 4. Update the names of all facilities, equipment, devices, measurement points and locations in console displays, the Control Room Management Plan and Control Center General Procedures, shift reports, and form templates to reflect current operating conditions (updating or removing out-of-date names).

- B. For Line 2000, within six months after entry of the CD, Plains shall confirm to the OSFM that all Alarm Descriptors on the control console are accurate.
- C. Plains shall implement the Control Room Management Plan measures and Control Center General Procedures measures referenced in paragraph 23(a) of the CD.

13. **Emergency Response and Oil Spill Response Plans**

A. California-Specific Provisions:

- 1. Plains shall review and update its Bakersfield District Response Zone Plan periodically, as required by applicable regulations, including 14 CCR 816.05. Plains' review shall include the portions of its Response Plan that address identification of culverts along the pipelines' rights-of-way, potential receptors, access to potential spill sites, and procedures to assure protection of the environment from oil spills. To the extent that Plains has a Tactical Response Plan, Plains shall make it available to the Governments upon reasonable request and as needed in connection with a drill or response to a spill.

B. Company-Wide Provisions

- 1. Plains shall, at least once before two years from the date of entry of the CD, and at least one additional time prior to termination of the CD, survey its rights-of-way for all regulated mainline pipelines of at least 24" diameter, by foot or air patrol, to identify all culverts and shall ensure the emergency response plans covering those pipelines (a) reflect the locations of all culverts identified, and (b) address potential containment and recovery techniques for spills that may occur near identified culverts.
- 2. Within 180 days of entry of the CD (or within 180 days of a new employee being hired, or an existing employee being assigned to relevant duties) Plains shall provide or confirm that it has provided all employees who may reasonably be involved in spill response with NIMS ICS training at the 100 and 200 levels. Within 180 days of entry of the CD, Plains shall also provide or confirm that it has provided ICS training at the 300 and 400 level to any employee who may reasonably be expected to coordinate with the Incident Management Team during a spill response. Plains shall provide refresher training to employees within two years after initial training and shall maintain certification of such training and make such documents available to Plaintiffs upon request.
- 3. Going forward from the date of the CD, Plains shall include in its contracts with all Oil Spill Response Organizations (OSROs) a requirement that the OSROs' employees and contract employees receive training at the same level specified for Plains employees, based on their responsibilities, prior to participating in any incident response on behalf of

Plains. Plains shall require its OSRO contractors and subcontractors to register with a third-party online compliance verification system and shall use that online verification system to spot-check the NIMS ICS Training histories for randomly-selected OSRO personnel who participate in Plains' table-top drills. Plains' spot-check shall include a reasonable number of OSRO personnel participating in the drills to help ensure that all OSRO personnel participating in incident response are trained at the ICS levels specified herein.

4. Within 180 days of entry of the CD, Plains shall provide or confirm that it has provided all Control Room supervisors with training regarding the Control Room's emergency response responsibilities and procedures. Plains shall provide this training annually thereafter. Plains shall maintain auditable documentation that supervisors have received such training and shall make such documentation available to PHMSA upon request.
5. Plains shall notify PHMSA (and, for California Lines, California OSPR and OSFM) of company-sponsored and organized drills in accordance with applicable regulations, including table tops (either with or without equipment deployment). Plains shall provide PHMSA (and, for California Lines, California OSPR and OSFM) with after-action reports for each table-top drill involving equipment deployment within 90 days of completion of the drill. Plains shall include lessons learned in such after-action reports and shall consider such lessons learned for incorporation into future drills or exercises.
6. For the term of the CD, a representative of Plains' Control Room management team shall participate in any after-action or "hot wash" activity designed to identify areas of improvement following a release, and shall share, in documented form, the information obtained with relevant Control Room personnel.

14. **Safety Management System (SMS)**

- A. Plains shall continue to implement its SMS, which is based on recommended practices in American Petroleum Institute (API) RP 1173 (Pipeline Safety Management Systems (1st Edition, July 2015)).
 1. Prior to the termination of the CD, Plains shall hire a third party to assess the conformance of its SMS to API RP 1173. Plains shall direct the third party to transmit a copy of the final report to PHMSA. Plains' responsibility under this paragraph shall be limited to engaging the third party to prepare the report and providing the report to PHMSA. Any nonconformance identified by the third party shall not be a violation of the CD.

- B. Plains shall participate in the API Pipeline SMS Group to exchange ideas, information, and lessons learned about implementation of API RP 1173.

15. **Drug and Alcohol Program**

- A. Within one year of entry of the CD, Plains shall review and revise its drug and alcohol misuse plans to comply with post-accident and random drug and alcohol testing required by 49 C.F.R. §§ 199.105(b), (c), and 49 C.F.R. § 199.225(a). This shall include a review of all covered positions among Control Room personnel and field personnel for inclusion in the plans for post-accident testing. Covered positions shall include any person with authority to shut down a pipeline, including Control Room shift supervisors. Plains shall ensure adequate implementation and documentation for all post-accident drug/alcohol tests as required by 49 C.F.R. § 199.117(a)(5) and 49 C.F.R. §§ 199.227(b)(4), (c)(1)(v) and in accordance with its procedures. Should Plains determine that it is not possible to administer a post-accident drug/alcohol test on a covered employee whose performance of a covered function either contributed to the accident or could not be completely discounted as a contributing factor within the time specified in the regulations, Plains shall document why the test was not administered within such time.

APPENDIX C

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*United States of America and the People of the State of California v.
Plains All American Pipeline, L.P. and Plains Pipeline, L.P.
Consent Decree*

APPENDIX D

(Remaining Corrective Actions from the PHMSA CAO)

*United States of America and the People of the State of California v.
Plains All American Pipeline, L.P. and Plains Pipeline, L.P.
Consent Decree*

APPENDIX D

1. All outstanding corrective actions in PHMSA's closed Corrective Action Order (CAO), CPF No. 5-2015-5011H, as amended, are hereby merged into this Consent Decree, as outlined below, and subject to the sole regulatory oversight of the OSFM.

- a. **Line 901 Shutdown.** Plains shall not operate Line 901 until authorized to do so by the OSFM.
- b. **Restart Plan for Line 901.** If Plains seeks to restart Line 901, Plains shall develop and submit, at least 60 days in advance of a scheduled restart, a written Restart Plan for Line 901 to the OSFM for review and approval. Once approved by the OSFM, the Restart Plan shall be incorporated by reference into this Consent Decree. The Restart Plan shall include:
 - 1) Documentation of the completion of all mandated actions, and a management of change plan to ensure that all procedural modifications are incorporated into Plains' operations and maintenance procedures manual;
 - 2) Provisions for adequate patrolling of Line 901 during the restart process and shall include incremental pressure increases during start-up, with each increment to be held for at least two hours;
 - 3) Sufficient surveillance of the pipeline during each pressure increment to ensure that no leaks are present when operation of the line resumes;
 - 4) A specific day-light restart that includes advance communications with local emergency response officials;
 - 5) Master Control Room enhancements, including:
 - a) Implementation of advanced leak-detection

capabilities that include mass balance and line pack calculations (the total volume of liquid present in a pipeline section). The leak-detection improvements shall include:

1. Revised alarm threshold adjustments;
 2. Additional required instrumentation; installation of additional safety valves as a result of Plains' EFRD evaluation;
- b) Review and update of the alarm set-point values of pressures and flows to account for hydraulics and the interaction of topography, pipeline status (running and shutdown), sensor location, and historical pressure and flow values by configuration, in order to provide a basic level of leak detection when the pipeline is down and not running. Dynamic alarm limits based on pipeline status shall be used if hydraulically required;
- c) Implementation of modifications to the existing alarm priority/severity system to incorporate low and high pressure and flow values in major or safety-related alarm (SRA) categories;
- d) Implementation of emergency shutdown programming associated with Line 901 that can be executed by the Shift Supervisor or Controller;
- e) Development and implementation of training associated with the emergency shutdown programming described above; and
- f) Provision of additional controller training that

incorporates awareness of abnormal operations and reduced-pressure operational characteristics, including alarm set-point revisions for conditions similar to the Refugio Incident.

- 6) Elimination and documentation of actions taken to prevent inappropriate uncommanded Valve 460 (Sisquoc Conoco) status and position changes;
- 7) Installation of additional safety valves as a result of Plains' EFRD evaluation;
- 8) Installation of additional pressure sensors as a result of Plains' surge study;
- 9) Initiation of a UT ILI within seven days after steady-state operation is achieved in accordance with an ILI schedule approved by the OSFM. The tool run shall be initiated during daylight hours. If the tool run does not collect a complete data set, the UT tool shall be promptly re-run. A report from the ILI tool vendor shall be completed within 30 days of running the tool. Plains shall complete its review and analysis of the ILI report within 15 days of receiving the report. Provisions shall be made to address any immediate repairs that result from an initial data analysis of the UT ILI run; and
- 10) **Corrosion Prevention.** Plains shall include a long-term plan to address corrosion under insulation (CUI) on Line 901 that meets the requirements of 49 C.F.R. Part 195, Subpart H, in any Restart Plan. Plains may address the inadequate corrosion prevention through any method approved by the OSFM, including but not limited to the provisions contained in CAO Amendment No. 3, Section 2(a)-(c).

- c. **Return to Service of Line 901.** After the OSFM approves the Restart Plan, Plains may return Line 901 to service but the operating pressure shall not exceed eighty percent (80%) of the actual operating pressure in effect immediately prior to the Refugio Incident on May 19, 2015.
- d. **Removal of Pressure Restriction of Line 901.** The OSFM may allow the removal or modification of the pressure restriction upon a written request from Plains demonstrating that restoring the pipeline to its pre-Refugio Incident operating pressure is justified, based on a reliable engineering analysis showing that the pressure increase is safe, considering all known defects, anomalies, and operating parameters of the pipeline. The OSFM may allow the temporary removal or modification of the pressure restriction upon a written request from Plains demonstrating that temporary Preventive and Mitigative (P&M) measures will be implemented prior to and during the temporary removal or modification of the pressure restriction. The OSFM's determination shall be based on consideration of the Refugio Incident's cause and Plains' evidence that P&M measures provide for the safe operation of Line 901 during the temporary removal or modification of the pressure restriction.
- e. **Line 903 Shutdown.** After purging Line 903, Plains shall not operate Line 903 between Gaviota and Pentland stations until authorized to do so by the OSFM.
- f. **Restart Plan for Line 903.** If Plains seeks to restart the Gaviota-to-Pentland segment of Line 903, Plains shall develop and submit, at least 60 days in advance of a scheduled restart, a written Restart Plan for the Gaviota-to-Pentland segment of Line

903 to the OSFM for review and approval. Once approved by the OSFM, the Restart Plan shall be incorporated by reference into this Consent Decree. In addition to all the requirements set forth in the above subparagraphs 1.b.1)-11), excluding subparagraph 1.b.6), the Restart Plan shall include:

- 1) Provisions for adequate patrolling during the restart process and the inclusion of incremental pressure increases during start-up, with each increment to be held for at least two hours;
- 2) Sufficient surveillance of the pipeline during each pressure increment to ensure that no leaks are present when operation of the line resumes; and
- 3) Provisions for a daylight restart and advance communications with local emergency response officials.

g. Line 903 Return to Service. After the OSFM approves the Restart Plan for the Gaviota-to-Pentland segment of Line 903, Plains may return that segment to service, but the operating pressure shall not exceed eighty percent (80%) of the highest pressure sustained for a continuous 8-hour period between April 19, 2015, and May 19, 2015, for Line 903 (Gaviota-to-Sisquoc and Sisquoc-to-Pentland segments).

h. Removal of Pressure Restriction for Line 903. After a return to service, Plains may request the OSFM to remove the pressure restriction for the Gaviota-to-Pentland segment of Line 903.

- 1) The OSFM may allow removal or modification of the pressure restriction upon a written request from Plains demonstrating that restoring the pipeline to its pre-Refugio Incident operating pressure is justified, based on a reliable

engineering analysis showing that the pressure increase is safe, considering all known defects, anomalies, and operating parameters of the pipeline.

2) The OSFM may allow the temporary removal or modification of the pressure restriction upon a written request from Plains demonstrating that temporary P&M measures will be implemented prior to and during the temporary removal or modification of the pressure restriction. The OSFM's determination shall be based on consideration of the Refugio Incident's cause and Plains' evidence that P&M measures provide for the safe operation of Line 903 during the temporary removal or modification of the pressure restriction. Requests for removal of the pressure restriction may be submitted by pipeline segment.

- i. **Notifications.** Plains shall provide notification to the OSFM within five business days of any of the following events: any investigation and remediation field actions for identified anomalies (i.e., digs and repairs), ILI tool runs, and/or startup dates.
- j. **Reporting Requirements for Lines 901 and 903.** If and when Plains has concluded all items in this Appendix D, Plains shall submit a final Appendix D Documentation Report to the OSFM for review and approval.
 - 1) The OSFM may approve the Appendix D Documentation Report incrementally without approving it in its entirety.
 - 2) Once approved by the OSFM, the Appendix D Documentation Report shall be incorporated by reference into this Consent Decree.

3) The Appendix D Documentation Report shall include but not be limited to:

- A. Table of Contents;
- B. [*intentionally left blank.*]
- C. [*intentionally left blank.*]
- D. Summary of all tests, inspections, assessments, evaluations, and analysis to the extent required under this Appendix D;
- E. [*intentionally left blank.*]
- F. [*intentionally left blank.*]
- G. Lessons learned while fulfilling the requirements of this Appendix D.

EXHIBIT 2

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LATHAM & WATKINS LLP

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Madrid

March 26, 2024

CONFIDENTIAL

Re: Settlement Agreement Property
Restoration Side Letter

Reference is hereby made to that certain Settlement Agreement (the “Settlement Agreement”) by and between Lead Plaintiffs and Class Representatives Grey Fox, LLC; MAZ Properties, Inc.; Bean Blossom, LLC; Winter Hawk, LLC; Mark Tautrim, Trustee of the Mark Tautrim Revocable Trust; and Denise McNutt (“Class Representatives” or “Plaintiffs”), on behalf of themselves and the Court-certified Settlement Class (as defined in Section III); (2) the entity currently known as Pacific Pipeline Company (“PPC”), a defendant in the Action; and (3) Sable Offshore Corp., (“Sable,” and collectively with PPC, “Settling Parties”), dated as of March 26, 2024. The capitalized terms used in this Property Restoration Side Letter have the same meaning as defined in the Settlement Agreement, unless otherwise indicated.

The Settling Parties and their successors (“the Grantees”) agree that, following any work that they or their agents perform on a Property pursuant to the Settlement Agreement or Right-of-Way Grants, the Grantees shall restore the Property to the condition it was in prior to said work. The Grantees further agree to take commercially reasonable measures to cover or obscure any new above ground equipment or structures, to the extent doing so is consistent with regulatory requirements and safety requirements or best practices, with greenery or in some other aesthetic manner that minimizes viewing of such above ground equipment or structures.

This Property Restoration Side Letter is as a material part of, and of the essence to, the Settlement Agreement.

IN WITNESS HEREOF, the Parties have caused this Property Restoration Side Letter Settlement Agreement to be executed by their duly authorized attorneys below.

DATED this 26th day of March, 2024.



Lynn Lincoln Sarko
Juli Farris
Matthew J. Breusch
KELLER ROHRBACK L.L.P.



Robert J. Nelson
Nimish Desai
LIEFF CABRASER HEIMANN &
BERNSTEIN, LLP

March 26, 2024
Page 2

LATHAM & WATKINS^{LLP}



A. Barry Cappello
Leila J. Noël
Lawrence J. Conlan
CAPPELLO & NOËL LLP

Class Counsel



Jessica Stebbins Bina
LATHAM & WATKINS LLP

**EXHIBIT 3 -
REDACTED
VERSION OF
DOCUMENT
PROPOSED TO BE
FILED UNDER SEAL**

EXHIBIT 4

1 Robert J. Nelson (CSB No. 132797)
Nimish R. Desai (CSB No. 244953)
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*Attorneys for Individual and
Representative Plaintiffs*

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

18 GREY FOX, LLC a California limited
liability company, et al.

19 Plaintiffs,

20 v.

21 PLAINS ALL AMERICAN PIPELINE,
L.P., et al.,

22
23
24 Defendants.

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

**[PROPOSED] PLAN OF
ALLOCATION**

1 **I. Background**

2 1. This document describes the Plan of Allocation for the Settlement
3 Class, as defined in the Settlement Agreement executed on March 26, 2024
4 between Plaintiffs and Settling Parties in the above-captioned case (“Settlement
5 Agreement” or “Settlement”). This document may also be referred to as the “Plan”
6 or “Allocation Plan.”

7 2. The Settlement provides that Defendants shall pay \$70 million (the
8 “Settlement Amount” or “Settlement Fund”), in exchange for a full release of
9 claims alleged on behalf of the Class in this litigation. The Settlement Fund shall be
10 administered by the Settlement Administrator.

11 3. As set forth in paragraphs 2.25, 6.2, and 7.1 of the Settlement
12 Agreement, portions of the Settlement Fund shall be used to pay certain costs and
13 fees prior to determining a net amount that is available for distribution, to include:

- 14 a. Fees and Costs Awards, subject to Court approval;
- 15 b. Service Awards to Class Representatives, subject to Court
16 approval; and
- 17 c. Costs of Notice and Administration of Settlement, including fees
18 and expenses of the Settlement Administrator and experts consulted for purposes of
19 administration, as well as the costs of generation and mailing checks, fees, and
20 costs of escrow, if any.

21 d. A temporary construction easement fund (“TCE Fund”), up to
22 \$2,000,000, payable to Class Members or their successors following Preliminary
23 Settlement Approval, the balance of which shall revert to the Settlement Fund upon
24 the Effective Date and be payable pursuant to this Plan of Allocation.

25 4. The net amount available for distribution will depend upon the final
26 amounts for the items listed above. The mechanics of this Allocation Plan are not
27 dependent upon the amount available for distribution.
28

1 5. The Allocation Plan utilizes real property records previously obtained
2 by Plaintiffs’ real property expert, Landmark Research Group, to identify Class
3 Properties. Each Property’s share of the Settlement (an “Allocation Share”) shall be
4 distributed directly to the Property’s owner as detailed below, without requiring the
5 submission of claim forms.

6 **II. Definitions**

7 6. The capitalized terms used in this Plan of Allocation have the same
8 meaning as defined in the Settlement Agreement, unless otherwise indicated.
9 Additional terms are defined below.

10 7. “Allocation Share” means the share allocated to each Class Property
11 pursuant to this Plan of Allocation.

12 8. “APN Number” means the assessor’s parcel number assigned to a
13 property.

14 9. “ATC Fund” – see “Settlement Fund.”

15 10. “ATC Property” is a Class Property subject to a Right-of-Way
16 agreement with a clause providing that the right-of-way automatically terminates
17 upon the Grantee’s failure to “operate,” “maintain,” and/or “use” the pipeline, or
18 any combination thereof.

19 11. “Base Payment” refers to the per-Property uniform payment of
20 \$50,000.

21 12. “Base Payment Fund” – see “Settlement Fund.”

22 13. “Class Property” or “Property” means a property meeting the
23 description in the “Settlement Class” definition in the Agreement.

24 14. “Classwide Fund” – see “Settlement Fund.”

25 15. “Net Settlement Fund” – see “Settlement Fund.”

26 16. “Payee” means the person(s) who own a Class Property as of the Opt-
27 Out Deadline (as defined in the Agreement).
28

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

3 18. “Settlement Fund” means the non-reversionary Settlement Amount,
4 plus all interest and accretions thereto less the other amounts payable from the
5 Settlement Fund as specified herein.

6 a. “TCE Fund” refers to the portion of the Settlement Fund, up to
7 \$2,000,000, reserved for temporary construction easements.

8 b. “Net Settlement Fund” means the amount available for
9 distribution to the Class, after deduction of the costs and expenses permitted by the
10 Settlement Agreement. For purposes of this Plan, the Net Settlement Fund is further
11 segregated into three funds:

12 i. “Base Payment Fund” is the sum of all Base Payments.

13 ii. “ATC Fund” is equal to one-third of the Net Settlement
14 Fund, and is distributed to the ATC Properties.

15 iii. “Classwide Fund” is equal to the Net Settlement Fund
16 less the Base Payment Fund and the ATC Fund, and is distributed to all Class
17 Properties.

18 19. “Settlement Website” means the dedicated website maintained by the
19 Settlement Administrator at www.LasFloresPipelineSystemSettlement.com.

20 **III. TCE Fund**

21 20. Pursuant to section 5.5 of the Agreement, the Settling Parties will
22 provide Class Counsel with the scope of anticipated work and shall update Class
23 Counsel with any material updates to that plan.

24 21. The Settlement Administrator, in consultation with Class Counsel,
25 shall distribute the TCE Fund (up to \$2,000,000) subsequent to Preliminary
26 Settlement Approval and Sable’s contribution of the Initial Payment to the
27
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1 Settlement Fund to compensate Class Members or their successors for the
2 Temporary Construction Easements.

3 22. The parties will work in good faith to ensure that all Property owners
4 are compensated in a timely manner for any work performed, including work
5 related to valves and their aboveground appurtenances. Should timely payment
6 require payments exceeding that allocated to the TCE Fund prior to the Effective
7 Date, the Settling Parties will meet and confer in good faith with Class Counsel
8 regarding increases to the portion of the Settlement Fund allocated to the TCE
9 Fund. Likewise, to the extent the scope of repair and valve-related work is not
10 finalized as of the Initial Distribution and/or Final Distribution dates, the
11 Administrator and Class Counsel are authorized to reserve additional reasonable
12 amounts for compensation related to this work prior to making either Distribution.

13 **IV. Allocation Share Calculation**

14 23. Each Property's Allocation Share is the sum of the Base Payment, its
15 Classwide Payment, and, for an ATC Property, its ATC Payment.

16 **A. Base Payment**

17 24. Each Property shall be allocated a Base Payment of \$50,000.

18 25. The sum of all Base Payments shall be referred to as the Base Payment
19 Fund.

20 **B. Classwide Payment**

21 26. Each Class Property shall be allocated a Classwide Payment, which is
22 the product of the Property's Classwide Allocation Percentage and the Classwide
23 Fund.

24 27. Each Property's Classwide Allocation Percentage is the quotient of its
25 severance and permanent easement value and the total severance and permanent
26 easement values for all Properties.

27
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1 28. Plaintiffs’ real estate appraisal experts, Landmark Research Group,
2 determined severance and permanent easement values for each Property. Using
3 mass appraisal techniques, appraisals of representative properties along the
4 Pipeline, and reviews of scores of comparable sales, Landmark calculated a price
5 per acre for the thirteen property types present along the Pipeline.¹

6 29. Each Class Property’s permanent easement value is the product of the
7 price per acre value for its category, the area of its permanent easement, and a
8 factor of 90% (which reflects the ability to use the easement area).

9 30. Severance damages are the damages to the remainder of the property
10 as a result of the taking. This loss is expressed as a uniform, Classwide percentage
11 of the property values, and is attributable to the market’s pricing of the presence of
12 the subject pipeline on the Class Properties relative to those without it, particularly
13 in light of the Spill, the publicized record of substandard operation and
14 maintenance, and the attendant and ongoing shutdown. Each Property’s severance
15 value is the product of the price per acre for its category, the property’s total
16 acreage, and the Classwide severance percentage. However, a Property that receives
17 a new aboveground valve station, and whose right-of-way does not already permit
18 such stations, shall receive a 1.2 multiplier on the Classwide severance percentage.

19 **C. ATC Payment**

20 31. All ATC Properties shall also receive an ATC Payment, which is the
21 product of its ATC Allocation Percentage and the ATC Fund.

22 32. Each ATC Property’s “ATC Allocation Percentage” is the quotient of
23 its severance and permanent easement value and the total severance and permanent
24 easement values attributable to the ATC Properties.

25 _____
26 ¹ The thirteen categories are: (1) Field/Row Crops, (2) Dry Land/Waste Land, (3)
27 Tree Crops/Orchards, (4) Vineyards, (5) Mountainous, (6) Grazing, (7)
28 Conservation, (8) Coastal Shelf, (9) Hollister Ranch, (10a) Inland SFR with acreage
– High, (10b) Inland SFR with acreage – Medium/Low, (11) SFR – Without
Acreage, (12) New Cuyuma Valley – Field/Row Crops, (13) Mountainous – with
Improvements.

1 33. Class Counsel have identified 183 properties in the Class, 83 of which
2 are also ATC Properties. Assuming no Properties are opted out of the Settlement,
3 Class Counsel estimate a minimum per-Property Allocation Share of \$50,150, with
4 a median of approximately \$90,000 and an average of \$230,000 (which in turn
5 reflects the broad range of property values within the Class).²

6 **V. Distribution of Allocation Shares**

7 34. Upon Preliminary Approval, the Settlement Administrator shall obtain
8 from Class Counsel a “Class Property List” that includes, for each Property, (1)
9 APN, (2) the owner(s) as indicated in official records, and (3) the owner’s mailing
10 address, which is presumptively the address on file with the relevant tax assessor
11 office. The Administrator shall make reasonable efforts to keep the Class Property
12 List updated should it learn of any transfers of ownership. Within 14 days of the
13 Opt-Out Deadline, the Administrator shall update the Class Property List to reflect
14 all owners as of the Opt-Out Deadline.

15 35. Within 14 days of the Effective Date of the Settlement, the Settlement
16 Administrator shall determine the Allocation Shares as described in this Plan. The
17 Administrator shall update the Class Property List to add, for each Property, the
18 Base Payment, Classwide Payment, ATC Payment (if applicable), and the total
19 Allocation Share.

20 36. Because the Settlement Fund will be paid in two installments of \$35
21 million each (the “Initial Payment” and the “Final Payment” as defined in the
22 Agreement), the Settlement Administrator, in consultation with Class Counsel, is
23 authorized to distribute Allocation Shares in two separate distributions if the
24 payment dates are not sufficiently close in time.

25 37. Within 21 days of the Effective Date, if only the Initial Payment has
26 been made and the Final Payment is not imminent, the Administrator shall
27 _____

28 ² These estimates are net of anticipated fees and costs described above. See ¶ 4;
Settlement Agreement, Article IV.3.

1 distribute each Property’s pro rata share of the Net Settlement Fund available for
2 distribution (the “Initial Distribution”).

3 38. In the event the Administrator and Class Counsel determine two
4 distributions are appropriate, within 7 days of the Final Payment date, the
5 Administrator shall distribute each Property’s pro rata share of the Net Settlement
6 Fund available for distribution (the “Final Distribution”).

7 39. All costs and expenses, including but not limited to the costs of
8 litigation awarded by the Court, Service Awards, the TCE Fund, and administrative
9 costs, shall be paid in full from the Initial Payment. Should the payments to Payees
10 be made in two distribution, the awarded attorneys’ fees payable from the Initial
11 Payment shall equal the *pro rata* share of the awarded amount relative to the
12 amount available for distribution to Payees after payment of costs. For the
13 avoidance of doubt, should the Court award a percentage of the fund as attorney’s
14 fees, this pro rata amount shall equal the fee percentage multiplied by the amount of
15 the Initial Payment available to distribute to Payees. The balance of the awarded
16 attorneys’ fees shall be paid from the Final Payment promptly after once the Class
17 is permitted to draw upon the Letter of Credit.

18 40. For either the Initial Distribution or the Final Distribution, if a Payee is
19 entitled to distributions for more than one Property, the Settlement Administrator
20 may aggregate them into a single payment to the Payee.

21 41. Payments will be issued by check or may be transmitted electronically,
22 if requested by the Payee, subject to verification or additional procedures of the
23 Settlement Administrator.

24 42. The Settlement Administrator shall coordinate with Class Counsel and
25 Plaintiffs’ experts at Landmark Research Group for purposes of maintaining the
26 Class Property List and calculating Allocation Shares. Landmark Research Group’s
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1 reasonable fees and expenses for this consultation may be paid as an administrative
2 cost from the Settlement Fund.

3 **VI. Residual Funds**

4 43. Payments that are not claimed within 120 days after payment is issued
5 will be returned to the Net Settlement Fund.

6 44. To the extent that any part of the Net Settlement Fund remains
7 unclaimed for more than 180 days after the Settlement Administrator has
8 distributed all Allocation Shares, the Settlement Administrator shall distribute the
9 remainder pro rata to Payees.

10 **VII. Court Review**

11 45. All proceedings with respect to the determination, administration, and
12 processing of Allocation Shares, and the determinations of all controversies relating
13 thereto, including any disputed questions of law and fact, shall be subject to the
14 jurisdiction of the Court. All Class Members, on behalf of themselves and any
15 successors, expressly waive trial by jury (to the extent any such right may exist) and
16 any right of appeal or review with respect to the Court's determination of any such
17 disputes.

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

*Grey Fox, LLC et al. v. Plains All
American Pipeline, L.P. et al.*

No. CV 16-03157 PSG (JEM)
Honorable Philip Gutierrez

**DECLARATION OF
GINA INTREPIDO-BOWDEN RE:
SETTLEMENT NOTICE
PROGRAM**

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I, GINA INTREPIDO-BOWDEN, declare and state as follows:

1. I am a Vice President at JND Legal Administration LLC (“JND”). I am a nationally recognized legal notice expert with more than 20 years of experience designing and implementing class action legal notice programs. I have been involved in many of the largest and most complex class action notice programs, including all aspects of notice dissemination. A comprehensive description of my experience is attached as **Exhibit A**.

2. This Declaration is based on my personal knowledge, as well as upon information provided to me by experienced JND employees and the Parties, and, if called upon to do so, I could and would testify competently thereto.

3. I submit this Declaration at the request of the Parties in the above-referenced action to describe the proposed program for providing notice to Settlement Class Members (the “Notice Program”) and address why it is consistent with other best practicable court-approved notice programs and the requirements of Rule 23 of the Federal Rules of Civil Procedure (“Rule 23”), the Due Process Clause of the United States Constitution, and the Federal Judicial Center (“FJC”) guidelines for best practicable due process notice.

4. JND is a leading legal administration services provider with offices throughout the United States and its headquarters in Seattle, Washington. JND’s class action division provides all services necessary for the effective implementation of class actions including: (1) all facets of legal notice, such as outbound mailing, email notification, and the design and implementation of media programs; (2) website design and deployment, including online claim filing capabilities; (3) call center and other contact support; (4) secure class member data management; (5) paper and electronic claims processing; (6) calculation design and programming; (7) payment disbursements through check, wire, PayPal, merchandise credits, and other means; (8) qualified

1 settlement fund tax reporting; (9) banking services and reporting; and (10) all other
2 functions related to the secure and accurate administration of class actions.

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

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

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

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

1 8. JND was appointed the notice and claims administrator in the landmark
2 \$2.67 billion Blue Cross Blue Shield antitrust settlement, in which we mailed over 100
3 million postcard notices; sent hundreds of millions of email notices and reminders;
4 placed notice via print, television, radio, internet and more; received and processed
5 more than eight million claims; and staffed the call center with more than 250 agents
6 during the peak notice program. JND was also appointed the settlement administrator
7 in the \$1.3 billion Equifax Data Breach Settlement where we received more than 18
8 million claims. Email notice was sent twice to over 140 million class members, the
9 interactive website received more than 130 million hits, and a call center was staffed
10 with approximately 500 agents at the peak of call volume. Finally, JND has significant
11 experience administering property class settlements, including the Refugio Oil Spill
12 settlement before this Court, the Huntington Beach Oil Spill Property Class Settlement
13 before Judge Carter, and the *Deepwater Horizon* oil spill.

14 9. Other large JND matters include a voluntary remediation program in
15 Canada on behalf of over 30 million people; the \$1.5 billion Mercedes-Benz Emissions
16 Settlements; the \$120 million GM Ignition Switch Settlement, where we sent notice to
17 nearly 30 million class members and processed over 1.5 million claims; and the \$215
18 million USC Student Health Center Settlement on behalf of women who were sexually
19 abused by a doctor at USC, as well as hundreds of other matters. Our notice campaigns
20 are regularly approved by courts throughout the United States.

21 10. As a member of JND's Legal Notice Team, I research, design, develop,
22 and implement a wide array of legal notice programs to meet the requirements of Rule
23 23 and relevant state court rules. In addition to providing notice directly to potential
24 class members through direct mail and email, our media campaigns, which are regularly
25 approved by courts throughout the United States, have used a variety of media including
26 newspapers, press releases, magazines, trade journals, radio, television, social media,
27 and the internet depending on the circumstances and allegations of the case, the
28

1 demographics of the class, and the habits of its members, as reported by various research
2 and analytics tools. During my career, I have submitted declarations to courts
3 throughout the country attesting to the creation and launch of various notice programs.

4 **CASE BACKGROUND**

5 11. The objective of the proposed Notice Program is to provide the best notice
6 practicable, consistent with the methods and tools employed in other court-approved
7 notice programs and to allow Settlement Class Members the opportunity to review a
8 plain language notice with the ability to easily take the next step and learn more about
9 the Settlement. The FJC’s *Judges’ Class Action Notice and Claims Process Checklist*
10 *and Plain Language Guide* consider a Notice Plan with a high reach (above 70%) to be
11 effective.²

12 12. The Settlement Class or Settlement Class Members consist of all owners
13 of real property through which Line 901 and/or Line 903 passes pursuant to Right-of-
14 Way grants and the owner of APN No. 133-070-004, for which land rights were initially
15 conveyed via condemnation. Specifically excluded from the Settlement Class are (i)
16 Class Counsel; (ii) Settling Parties and Settling Parties’ officers, directors, employees,
17 agents, and representatives; (iii) Settling Parties’ Affiliates, and Settling Parties’
18 Affiliates’ officers, officers, directors, employees, agents, and representatives; (iv) any
19 fossil fuel company; (iv) any government entity or division; and (v) the judges who
20 have presided over this Action.

21 13. The Settlement Class is estimated to consist of approximately 180
22 Settlement Class Members.

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26 _____
27 ² Reach is the percentage of a specific population group exposed to a media vehicle or
28 a combination of media vehicles containing a notice at least once over the course of a
campaign. Reach factors out duplication, representing total different/net persons.

1 **NOTICE PROGRAM OVERVIEW**

2 14. The proposed Notice Program includes the following components, as
3 further described in the sections below:

4 a. Direct notice to all reasonably identified Settlement Class Members;
5 b. Supplemental media notice in select California newspapers where
6 the affected properties are located;

7 c. A Settlement Website that will provide detailed information about
8 the Settlement including a page with answers to frequently asked questions,
9 contact information, key dates, and links to important case documents including
10 the Long Form Notice, the Settlement Agreement, and the operative complaint;
11 and

12 d. A Settlement toll-free number, post office box, and email address
13 through which Settlement Class Members may obtain more information about
14 the Settlement and request that the Long Form Notice be sent to them.

15 15. Based on my experience in developing and implementing class notice
16 programs, I believe the proposed Notice Program will provide the best notice
17 practicable under the circumstances.

18 16. The Notice Program described below is estimated to cost between \$30,000
19 and \$50,000, including fees related to providing notice to Settlement Class Members
20 and administering payment distributions to them.

21 17. Each component of the proposed Notice Program is described in more
22 detail in the sections below.

23 **DIRECT NOTICE EFFORT**

24 18. An adequate notice program needs to satisfy “due process” when reaching
25 a class. The United States Supreme Court, in *Eisen v. Carlisle & Jacquelin*, 417 U.S.
26 156 (1974), stated that direct notice (when possible) is the preferred method for reaching
27 a class. In addition, Rule 23(c)(2) of the Federal Rules of Civil Procedure provides that
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1 “the court must direct to class members the best notice that is practicable under the
2 circumstances, including individual notice to all members who can be identified through
3 reasonable effort. The notice may be by one or more of the following: United States
4 mail, electronic means, or other appropriate means.”

5 19. As the Settlement Class is a small, identifiable group, the principal method
6 of reaching Settlement Class members will be through direct, individual notice,
7 consisting of both mail notice (long-form notice) and individual email notice where
8 email contact information is available. As a result, JND will mail a Long Form Notice
9 and email an Email Notice to all reasonably identifiable Settlement Members, as
10 provided by Class Counsel.

11 20. The Long Form Notice includes an overview of the litigation; an
12 explanation of the Settlement benefits; a brief description of the reason for Settlement;
13 contact information for Settlement Class Counsel; instructions on how to access the
14 case docket; and detailed instructions on how and by when to object to or opt out of the
15 Settlement.

16 21. Upon receipt of the Class data from Class Counsel, JND will promptly
17 load the information into a secure, case-specific database for this matter. JND employs
18 robust administrative, technical, and physical controls to protect confidential
19 Settlement Class Member data and safeguard against the risk of loss, misuse,
20 unauthorized access, disclosure, or modification of the data.

21 22. Once the data is loaded, JND will identify any undeliverable email
22 addresses or duplicate records from the data and assign a unique identification number
23 to each Settlement Class Member to identify them throughout the settlement
24 administration process.

25 23. JND will track all notices returned undeliverable by the United States Postal
26 Service and will promptly re-mail notices that are returned with a forwarding address. In
27 addition, JND will take reasonable efforts to research and determine if it is possible to
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1 reach a Settlement Class Member for whom a notice is returned without a forwarding
2 address by using available skip-tracing tools to identify a new mailing address at which
3 the potential Settlement Class Member may be reached.

4 24. Prior to sending the Email Notice, attached as **Exhibit B**, JND will
5 evaluate the email for potential spam language to improve deliverability. This process
6 includes running the email through spam testing software, DKIM for sender
7 identification and authorization, and hostname evaluation.³ Additionally, we will check
8 the send domain against the 25 most common IPv4 blacklists.⁴

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

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

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23
24 ³ DomainKeys Identified Mail, or DKIM, is a technical standard that helps protect email
25 senders and recipients from spam, spoofing, and phishing.

26 ⁴ IPv4 address blacklisting is a common practice. To ensure that the addresses being used
27 are not blacklisted, a verification is performed against well-known IP blacklist databases.
28 A blacklisted address affects the reputation of a company and could cause an acquired IP
addresses to be blocked.

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

6 28. Additionally, JND will include an “unsubscribe” link at the bottom of the
7 email to allow Settlement Class Members to opt out of any additional email notices
8 from JND. This step is essential to maintain JND’s good reputation among the ISPs
9 and reduce complaints relating to the email campaign.

10 29. Emails that are returned to JND are generally characterized as either “Hard
11 Bounces” or “Soft Bounces.” A Hard Bounce occurs when the ISP rejects the email due
12 to a permanent reason such as the email account is no longer active. A Soft Bounce
13 occurs when the email is rejected for temporary reasons, such as the recipient’s email
14 address inbox is full.

15 30. When an email is returned due to a Soft Bounce, JND attempts to re-send
16 the email notice up to three additional times in an attempt to secure deliverability. If the
17 Soft Bounce email continues to be returned after the third re-send, the email is
18 considered undeliverable. Emails that result in a Hard Bounce are also considered
19 undeliverable. The email notice program was designed specifically to avoid spam filters
20 and to be easily read across all formats, including mobile.

21 31. Each notice conveys the structure of the Settlement and is designed to
22 capture Settlement Class members’ attention with concise, plain language.

23 32. We estimate that the direct notice effort alone will reach the vast majority
24 of the Settlement Class.

25 **SUPPLEMENTAL MEDIA NOTICE**

26 33. JND believes media notices is not necessary to meet the requirements of
27 Rule 23, but will supplement the direct notice effort with a notice placement in three
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1 local newspapers with the distribution in the affected area, subject to availability—the
2 *Santa Maria Sun*, *News Times*, and *The Bakersfield Californian*. One insertion will
3 publish in each newspaper for a combined circulation of over 52,000 subscribers. A
4 copy of the newspaper notice is attached as **Exhibit C**.

5 34. JND also proposes serving banner advertisements with Noozhawk.com, an
6 online newspaper with news coverage in Santa Barbara County. A copy of the digital
7 ad is attached as **Exhibit D**.

8 **SETTLEMENT WEBSITE**

9 35. JND will establish and maintain the informational case-specific Settlement
10 Website. The website will have an easy-to-navigate design that will be formatted to
11 emphasize important information and deadlines and will provide links to important case
12 documents, including the Long Form Notice, as well as information on how potential
13 Settlement Class Members can opt out or object to the settlement, if they choose. The
14 Settlement Website will also include a lookup tool on the website for Settlement Cass
15 Members to verify the eligibility of their parcel.

16 36. The website address will be prominently displayed in all notice documents
17 and will be accessible through the digital notices.

18 37. The Settlement Website will be ADA-compliant and optimized for mobile
19 visitors so that information loads quickly on mobile devices. It will be designed to
20 maximize search engine optimization through Google and other search engines.

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

22 38. JND will also establish and maintain an automated toll-free telephone line
23 that Settlement Class Members can call to obtain information about the Settlement; a
24 dedicated email address to receive and respond to Settlement Class Member inquiries;
25 and a post office box to receive Settlement Class Member correspondence and exclusion
26 requests.

27 **NOTICE DESIGN AND CONTENT**

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/s/Gina Intrepido-Bowden

GINA INTREPIDO-BOWDEN

EXHIBIT A

GINA INTREPIDO-BOWDEN

VICE PRESIDENT



I.

INTRODUCTION

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

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

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

With more than 30 years of advertising research, planning and buying experience, Gina began her career working for one of New York's largest advertising agency media departments (BBDO), where she designed multi-million-dollar media campaigns for clients such as Gillette, GE, Dupont, and HBO. Since 2000, she has applied her media skills to the legal notification industry, working for several large legal notification firms. Gina is an accomplished author and speaker on class notice issues including effective reach, notice dissemination as well as noticing trends and innovations. She earned a Bachelor of Arts in Advertising from Penn State University, graduating *summa cum laude*.



JUDICIAL RECOGNITION

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

1. Honorable David O. Carter

Gutierrez, Jr. v. Amplify Energy Corp., (September 14, 2023)

No. 21-cv-01628-DOC-JDE (C.D. Cal.):

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

2. Judge Stephen V. Wilson

LSIMC, LLC v. Am. Gen. Life Ins. Co., (June 27, 2023)

No. 20-cv-11518 (C.D. Cal.):

The Court finds that the Settlement Administrator completed the delivery of the Class Notice to Settlement Class Members according to the Agreement terms. The Class Notice complied in all respects with the requirements of Rule 23 and the due process requirements of the United States Constitution and provided due and adequate notice to the Settlement Class.

3. Honorable David O Carter

Gutierrez, Jr. v. Amplify Energy Corp., (June 16, 2023)

No. 21-cv-01628-DOC-JDE (C.D. Cal.):

The Court appoints JND Legal Administration as the Settlement Administrator in this Action...The Court approves, as to form and content, the Direct Notices, Long Form Notices, and Email notices substantially in the forms attached as Exhibits B-J to the Declaration of Gina Intrepido-Bowden Regarding Proposed Shipping Defendants Settlement Notice Plan (“Intrepido-Bowden Declaration”).

4. Honorable Daniel D. Domenico

Advance Trust & Life Escrow Serv., LTA v. Sec. Life of Denver Ins. Co., (April 18, 2023)

No. 18-cv-01897-DDD-NYW (D. Colo.):

The Court appoints JND Legal Administration LLC (“JND”) a competent firm, as the Settlement Administrator...Pursuant to Rule 23(e)(1)(B), the Court directs that notice be provided to class members through the Notices, attached as Exhibits B-C to the Declaration of Gina M. Intrepido-Bowden (the “Intrepido-Bowden Declaration”), and through the notice program described in Section 4 of the Agreement and Paragraphs 32-38 of the Intrepido-Bowden Declaration. The Court finds that the manner of distribution of the Notices constitutes the best practicable notice under the circumstances as well as valid, due and sufficient notice to the Class and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the United States Constitution.

5. Honorable J.P. Boulee

In re TransUnion Rental Screening Sol. Inc. FCRA Litig., (January 6, 2023)

No. 20-md-02933-JPB (N.D. Ga.):

The Parties have proposed JND Legal Administration as the Settlement Administrator for the Rule 23(b)(2) and Rule 23(b)(3) Settlement Classes. The Court has reviewed the materials about this organization and concludes that it has extensive and specialized experience and expertise in class action settlements and notice programs. The Court

hereby appoints JND Legal Administration as the Settlement Administrator, to assist and provide professional guidance in the implementation of the Notice Plans and other aspects of the settlement administration.

6. Honorable Dana M. Sabraw

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

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

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

7. Judge Fernando M. Olguin

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

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

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

8. Judge Cormac J. Carney

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

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

The Settlement also proposes that JND Legal Administration act as Settlement Administrator and offers a provisional plan for Class Notice... The proposed notice plan here is designed to reach at least 70% of the class at least two times. The Notices proposed in this matter inform Class Members of the salient terms of the Settlement, the Class to be certified, the final approval hearing and the rights of all

parties, including the rights to file objections or to opt-out of the Settlement Class... This proposed notice program provides a fair opportunity for Class Members to obtain full disclosure of the conditions of the Settlement and to make an informed decision regarding the Settlement.

9. Judge David J. Novak

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

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

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

10. Judge Cecilia M. Altonaga

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

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

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

11. Judge Victoria A. Roberts

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

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

The Court finds that the foregoing program of Class Notice and the manner of its dissemination is sufficient under the circumstances and is reasonably calculated to

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

12. Honorable P. Kevin Castel

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

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

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

13. 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).

14. Honorable Dana M. Sabraw

In re Packaged Seafood Prods. Antitrust Litig. (DPP Class), (January 26, 2022)

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

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

15. Honorable Dana M. Sabraw

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

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

16. Judge Alvin K. Hellerstein

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

The Court appoints Gina Intrepido-Bowden of JND Legal Administration LLC, a competent firm, as the Settlement Administrator...the Court directs that notice be provided to class members through the Notices, attached as Exhibits B-C to the Declaration of Gina M. Intrepido-Bowden (the "Intrepido-Bowden Declaration"), and through the notice program described in described in Section 5 of the Agreement and Paragraphs 24-33 of the Intrepido-Bowden Declaration. The Court finds that the manner of distribution of the Notices constitutes the best practicable notice under the circumstances as well as valid, due and sufficient notice to the Class and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the United States Constitution.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. Judge Vernon S. Broderick, Jr.

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

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

23. Honorable Louis L. Stanton

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

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

24. Honorable Daniel D. Domenico

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

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

25. Honorable Virginia A. Phillips

Sonner v. Schwabe North America, Inc., (January 25, 2021)

No. 15-cv-01358 VAP (SPx) (C.D. Cal.):

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

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

26. 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.

27. Judge Jesse M. Furman

In re General Motors LLC Ignition Switch Litig., economic settlement, (December 18, 2020)

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

The Court finds that the Class Notice and Class Notice Plan satisfied and continue to satisfy the applicable requirements of Federal Rules of Civil Procedure 23(c)(2)(b) and 23(e), and fully comply with all laws, including the Class Action Fairness Act (28 U.S.C. § 1711 et seq.), and the Due Process Clause of the United States

Constitution (U.S. Const., amend. V), constituting the best notice that is practicable under the circumstances of this litigation.

28. 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.

29. Judge R. David Proctor

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

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

30. 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.

31. Judge Carolyn B. Kuhl

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

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

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

32. 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.

33. Honorable Jesse M. Furman

In re General Motors LLC Ignition Switch Litig., economic settlement, (April 27, 2020)

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

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

The Court therefore approves the proposed Class Notice plan, and hereby directs that such notice be disseminated to Class Members in the manner set forth in

the Settlement Agreement and described in the Declaration of the Class Action Settlement Administrator...

34. Honorable Virginia A. Phillips

Sonner v. Schwabe North America, Inc., (April 7, 2020)

No. 15-cv-01358 VAP (SPx) (C.D. Cal.):

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

35. Judge Fernando M. Olguin

Ahmed v. HSBC Bank USA, NA, (December 30, 2019)

No. 15-cv-2057-FMO-SPx (N.D. Ill.):

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

36. Honorable Stephen V. Wilson

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

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

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

37. 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.

38. 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.

39. 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.

40. 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.

41. Honorable Kenneth J. Medel

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

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

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

42. Honorable Thomas M. Durkin

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

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

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

43. Judge John Bailey

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

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

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

44. Honorable Ann I. Jones

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

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

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

45. Honorable James Ashford

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

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

The Court finds that the Notice Plan and Class Notices will fully and accurately inform the potential Class Members of all material elements of the proposed Settlement and of each Class Member's right and opportunity to object to the proposed Settlement. The Court further finds that the mailing and distribution of the Class Notice and the publication of the Class Notices substantially in the manner and form set forth in the Notice Plan and Settlement Agreement meets the requirements of the laws of the State of Hawai'i (including Hawai'i Rule of Civil Procedure 23), the United States

Constitution (including the Due Process Clause), the Rules of the Court, and any other applicable law, constitutes the best notice practicable under the circumstances, and constitutes due and sufficient notice to all potential Class Members.

46. Judge Cecilia M. Altonaga

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

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

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

47. Judge Manish S. Shah

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

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

The Court approves the notice plan set forth in Plaintiff's Amended Motion to Approve Class Notice (Doc. 252) (the "Notice Plan"). The Notice Plan, in form, method, and content, complies with the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process, and constitutes the best notice practicable under the circumstances.

48. Judge Joan A. Leonard

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

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

The notice of settlement (in the form presented to this Court as Exhibits E, F, and G, attached to the Settlement Agreement [D.E. 423-1] (collectively, "the Notice") directed to the Settlement Class members, constituted the best notice practicable

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

49. Judge Marco A. Hernandez

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

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

The papers supporting the Final Approval Motion, including, but not limited to, the Declaration of Robert A. Curtis and the two Declarations filed by Gina Intrepido-Bowden, describe the Parties' provision of Notice of the Settlement. Notice was directed to all members of the Settlement Classes defined in paragraph 2, above. No objections to the method or contents of the Notice have been received. Based on the above-mentioned declarations, *inter alia*, the Court finds that the Parties have fully and adequately effectuated the Notice Plan, as required by the Preliminary Approval Order, and, in fact, have achieved better results than anticipated or required by the Preliminary Approval Order.

50. Honorable Amy J. St. Eve

In re Rust-Oleum Restore Mktg, Sales Practices & Prod. Liab. Litig., (October 20, 2016)

No. 15-cv-01364 (N.D. Ill.):

The Notices of Class Action and Proposed Settlement (Exhibits A and B to the Settlement Agreement) and the method of providing such Notices to the proposed

Settlement Class...comply with Fed. R. Civ. P. 23(e) and due process, constitute the best notice practicable under the circumstances, and provide due and sufficient notice to all persons entitled to notice of the settlement of this Action.

51. Honorable R. Gary Klausner

Russell v. Kohl's Dep't Stores, Inc., (October 20, 2016)

No. 15-cv-01143 (C.D. Cal.):

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

52. Judge Fernando M. Olguin

Chambers v. Whirlpool Corp., (October 11, 2016)

No. 11-cv-01733 (C.D. Cal.):

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

53. Honourable Justice Stack

Anderson v. Canada, (September 28, 2016)

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

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

54. Judge Mary M. Rowland

In re Home Depot, Inc., Customer Data Sec. Breach Litig., (August 23, 2016)
No. 14-md-02583 (N.D. Ga.):

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

55. Honorable Manish S. Shah

Campos v. Calumet Transload R.R., LLC, (August 3, 2016)
No. 13-cv-08376 (N.D. Ill.):

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

56. Honorable Lynn Adelman

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

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

57. Judge Marco A. Hernandez

Kearney v. Equilon Enter. LLC, (June 6, 2016)

No. 14-cv-00254 (Ore. Dist. Ct.):

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

58. Judge Joan A. Leonard

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

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

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

59. Honorable Manish S. Shah

Campos v. Calumet Transload R.R., LLC, (March 10, 2016 and April 18, 2016)
No. 13-cv-08376 (N.D. Ill.):

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

60. Judge Thomas W. Thrash Jr.

In re Home Depot, Inc., Customer Data Sec. Breach Litig., (March 8, 2016)
No. 14-md-02583 (N.D. Ga.):

The Court finds that the form, content and method of giving notice to the Class as described in Paragraph 7 of this Order and the Settlement Agreement (including the exhibits thereto): (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the action, the terms of the proposed settlement, and their rights under the proposed settlement, including but not limited to their rights to object to or exclude themselves from the proposed settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Class Members and other persons entitled to receive notice; and (d) meet all applicable requirements of law, including Fed. R. Civ. P. 23(c) and (e), and the Due Process Clause(s) of the United States Constitution. The Court further finds that the Notice is written in plain language, uses simple terminology, and is designed to be readily understandable by Class Members.

61. Judge Mary M. Rowland

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

The Court concludes that, under the circumstances of this case, the Settlement Administrator's notice program was the "best notice that is practicable," Fed. R. Civ.

P. 23(c)(2)(B), and was “reasonably calculated to reach interested parties,” *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306, 318 (1950).

62. Honorable Lynn Adelman

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

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

63. Judge Curtis L. Collier

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

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

64. Honorable Mitchell D. Dembin

Lerma v. Schiff Nutrition Int’l, Inc., (November 3, 2015)
No. 11-CV-01056 (S.D. Cal.):

According to Ms. Intrepido-Bowden, between June 29, 2015, and August 2, 2015, consumer publications are estimated to have reached 53.9% of likely Class Members and internet publications are estimated to have reached 58.9% of likely Class Members...The Court finds this notice (i) constituted the best notice practicable under the circumstances, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise the putative Class Members of the pendency of the action,

and of their right to object and to appear at the Final Approval Hearing or to exclude themselves from the Settlement, (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to be provided with notice, and (iv) fully complied with due process principles and Federal Rule of Civil Procedure 23.

65. Honorable Lynn Adelman

**Fond Du Lac Bumper Exch., Inc. v. Jui Li Enter. Ins. Co.,
(Indirect Purchaser–Gordon Settlement), (August 4, 2015)**

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

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

66. Honorable Sara I. Ellis

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

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

The Court approves the form and content of the Long-Form Notice, Summary Notice, Postcard Notice, Dealer Notice, and Internet Banners (the “Notices”) attached as Exhibits A-1, A-2, A-3, A-4 and A-5 respectively to the Settlement Agreement. The Court finds that the Notice Plan, included in the Settlement Agreement and the Declaration of Gina M. Intrepido-Bowden on Settlement Notice Plan and Notice Documents, constitutes the best practicable notice under the circumstances as well as valid, due and sufficient notice to all persons entitled thereto, and that the Notice Plan complies fully with the requirements of Federal Rule of Civil Procedure 23 and provides Settlement Class Members due process under the United States Constitution.

67. Honorable Lynn Adelman

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

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

68. Honorable Mitchell D. Dembin

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

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

69. Honorable Lynn Adelman

Fond du Lac Bumper Exch., Inc. v. Jui Li Enter. Co., Ltd.
(Direct Purchaser–Gordon Settlement), (May 5, 2015)
No. 09-CV-00852 (E.D. Wis.):

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

70. Honorable José L. Linares

Demmick v. Cellco P'ship, (May 1, 2015)

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

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

71. Honorable David O. Carter

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

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

The Notice Program complies with Rule 23(c)(2)(B) because it constitutes the best notice practicable under the circumstances, provides individual notice to all Class Members who can be identified through reasonable effort, and is reasonably calculated under the circumstances to apprise the Class Members of the nature of the action, the claims it asserts, the Class definition, the Settlement terms, the right to appear through an attorney, the right to opt out of the Class or to comment on or object to the Settlement (and how to do so), and the binding effect of a final judgment upon Class Members who do not opt out.

72. Honorable José L. Linares

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

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

The Court finds that the Parties’ plan for providing Notice to the Settlement Classes as described in Article V of the Settlement Agreement and as detailed in the Settlement Notice Plan attached to the Declaration of Gina M. Intrepido-Bowden: (a) constitutes

the best notice practicable under the circumstances of this Action; (b) constitutes due and sufficient notice to the Settlement Classes of the pendency of the Action, certification of the Settlement Classes, the terms of the Settlement Agreement, and the Final Approval Hearing; and (c) complies fully with the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law.

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

73. Honorable Christina A. Snyder

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

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

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

74. Judge Gregory A. Presnell

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

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

This Court has again reviewed the Notice and the accompanying documents and finds that the "best practicable" notice was given to the Class and that the Notice was "reasonably calculated" to (a) describe the Action and the Plaintiff's and Class Members' rights in it; and (b) apprise interested parties of the pendency of the Action and of their right to have their objections to the Settlement heard. See Phillips Petroleum Co. v. Shutts, 472 U.S. 797, 810 (1985). This Court further finds that Class Members were given a reasonable opportunity to opt out of the Action and that

they were adequately represented by Plaintiff Joshua D. Poertner. See *Id.* The Court thus reaffirms its findings that the Notice given to the Class satisfies the requirements of due process and holds that it has personal jurisdiction over all Class Members.

75. Honorable Christina A. Snyder

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

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

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

76. Honorable William E. Smith

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

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

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

77. Judge Gregory A. Presnell

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

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

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

78. Judge Marilyn L. Huff

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

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

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

79. Judge Tom A. Lucas

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

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

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

80. Judge Marilyn L. Huff

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

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

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

81. Judge Tom A. Lucas

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

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

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

the Plan of Notice, the Class Notice, Post-Card Notice and Summary Notice of Settlement are approved in all respects. The Court further finds that the Class Notice, Post-Card Notice and Summary Notice of Settlement are reasonable, that they constitute due, adequate, and sufficient notice to all persons entitled to receive notice, and that they meet the requirements of due process.

82. Honorable Michael M. Anello

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

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

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

83. Judge Ann D. Montgomery

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

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

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

84. Judge Ann D. Montgomery

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

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

After the preliminary approval of the Settlement, the parties carried out the notice program, hiring an experienced consulting firm to design and implement the plan. The plan consisted of direct mail notices to known owners and warranty claimants of the RTI F1807 system, direct mail notices to potential holders of subrogation

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

85. Honorable Michael M. Anello

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

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

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

86. Judge Ann D. Montgomery

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

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

The Notice Plan detailed in the Affidavit of Gina M. Intrepido-Bowden provides the best notice practicable under the circumstances and constitutes due and sufficient notice of the Settlement Agreement and the Final Fairness Hearing to the Classes

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

87. Judge Jeffrey Goering

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

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

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

88. Judge Charles E. Atwell

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

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

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

89. Judge Charles E. Atwell

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

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

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

90. Judge Jeremy Fogel

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

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

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

91. Judge M. Joseph Tiemann

Billieson v. City of New Orleans, (May 27, 2011)

No. 94-19231 (La. Civ. Dist. Ct.):

The plan to disseminate notice for the Insurance Settlements (the “Insurance Settlements Notice Plan”) which was designed at the request of Class Counsel by experienced Notice Professionals Gina Intrepido-Bowden... IT IS ORDERED as follows: 1. The Insurance Settlements Notice Plan is hereby approved and shall be executed by the Notice Administrator; 2. The Insurance Settlements Notice Documents, substantially in the form included in the Insurance Settlements Notice Plan, are hereby approved.

92. Judge James Robertson

In re Dep't of Veterans Affairs (VA) Data Theft Litig., (February 11, 2009)

MDL No. 1796 (D.D.C.):

The Court approves the proposed method of dissemination of notice set forth in the Notice Plan, Exhibit 1 to the Settlement Agreement. The Notice Plan meets the requirements of due process and is the best notice practicable under the circumstances. This method of Class Action Settlement notice dissemination is hereby approved by the Court.

93. Judge Louis J. Farina

Soders v. Gen. Motors Corp., (December 19, 2008)

No. CI-00-04255 (C.P. Pa.):

The Court has considered the proposed forms of Notice to Class members of the settlement and the plan for disseminating Notice, and finds that the form and manner of notice proposed by the parties and approved herein meet the requirements of due process, are the best notice practicable under the circumstances, and constitute sufficient notice to all persons entitled to notice.

94. Judge Robert W. Gettleman

In re Trans Union Corp., (September 17, 2008)

MDL No. 1350 (N.D. Ill.):

The Court finds that the dissemination of the Class Notice under the terms and in the format provided for in its Preliminary Approval Order constitutes the best notice practicable under the circumstances, is due and sufficient notice for all purposes to all persons entitled to such notice, and fully satisfies the requirements of the Federal Rules of Civil Procedure, the requirements of due process under the Constitution of the United States, and any other applicable law...Accordingly, all objections are hereby OVERRULED.

95. Judge William G. Young

In re TJX Cos. Retail Security Breach Litig., (September 2, 2008)

MDL No. 1838 (D. Mass.):

...as attested in the Affidavit of Gina M. Intrepido...The form, content, and method of dissemination of notice provided to the Settlement Class were adequate and reasonable, and constituted the best notice practicable under the circumstances. The Notice, as given, provided valid, due, and sufficient notice of the proposed settlement, the terms and conditions set forth in the Settlement Agreement, and these proceedings to all Persons entitled to such notice, and said Notice fully satisfied the requirements of Fed. R. Civ. P. 23 and due process.

96. Judge David De Alba

Ford Explorer Cases, (May 29, 2008)

JCCP Nos. 4226 & 4270 (Cal. Super. Ct.):

[T]he Court is satisfied that the notice plan, design, implementation, costs, reach, were all reasonable, and has no reservations about the notice to those in this state and those in other states as well, including Texas, Connecticut, and Illinois; that the plan that was approved -- submitted and approved, comports with the fundamentals of due process as described in the case law that was offered by counsel.

III.

SPEAKING ENGAGEMENTS

1. **'Marching to Their Own Drumbeat.' What Lawyers Don't Understand About Notice and Claims Administration**, AMERICAN BAR ASSOCIATION, American Bar Association's (ABA) 23rd Annual National Institute on Class Actions, panelist (October 2019).
2. **Rule 23 Amendments and Digital Notice Ethics, accredited CLE Program**, presenter at Terrell Marshall Law Group PLLC, Seattle, WA (June 2019); Severson & Werson, San Francisco, CA and broadcast to office in Irvine (June 2019); Greenberg Traurig, LLP, Los Angeles, CA (May 2019); Chicago Bar Association, Chicago, IL (January 2019); Sidley Austin LLP, Century City, CA and broadcast to offices in Los Angeles, San Francisco, New York, Chicago, Washington D.C. (January 2019); Burns Charest LLP, Dallas, TX (November 2018); Lockridge Grindal Nauen P.L.L.P., Minneapolis, MN (October 2018); Zimmerman Reed LLP, Minneapolis, MN (October 2018); Gustafson Gluek PLLC, Minneapolis, MN (October 2018).
3. **Ethics in Legal Notification, accredited CLE Program**, presenter at Kessler Topaz Meltzer & Check LLP, Radnor, PA (September 2015); The St. Regis Resort, Deer Valley, UT (March 2014); and Morgan Lewis & Bockius, New York, NY (December 2012).
4. **Pitfalls of Class Action Notice and Settlement Administration, accredited CLE Program**, PRACTISING LAW INSTITUTE (PLI), Class Action Litigation 2013, presenter/panelist (July 2013).
5. **The Fundamentals of Settlement Administration, accredited CLE Program**, presenter at Skadden, Arps, Slate, Meagher & Flom LLP, Chicago, IL (January 2013); Wexler Wallace LLP, Chicago, IL (January 2013); Hinshaw & Culbertson LLP, Chicago, IL (October 2012); and Spector Roseman Kodroff & Willis, P.C., Philadelphia, PA (December 2011).
6. **Class Action Settlement Administration Tips & Pitfalls on the Path to Approval, accredited CLE Program**, presenter at Jenner & Block, Chicago, IL and broadcast to offices in Washington DC, New York and California (October 2012).
7. **Reaching Class Members & Driving Take Rates**, CONSUMER ATTORNEYS OF SAN DIEGO, 4th Annual Class Action Symposium, presenter/panelist (October 2011).

8. **Legal Notice Ethics, accredited CLE Program**, presenter at Heins Mills & Olson, P.L.C., Minneapolis, MN (January 2011); Lockridge Grindal Nauen P.L.L.P., Minneapolis, MN (January 2011); Chestnut Cambronne, Minneapolis, MN (January 2011); Berger & Montague, P.C., Anapol Schwartz, Philadelphia, PA (October 2010); Lundy Law, Philadelphia, PA (October 2010); Dechert LLP, Philadelphia, PA and broadcast to offices in California, New Jersey, New York, North Carolina, Texas, Washington D.C., and London and sent via video to their office in China (October 2010); Miller Law LLC, Chicago, IL (May 2010); Cohen Milstein Sellers & Toll PLLC, New York, NY (May 2010); and Milberg LLP, New York, NY (May 2010).
9. **Class Actions 101: Best Practices and Potential Pitfalls in Providing Class Notice, accredited CLE Program**, presenter, Kansas Bar Association (March 2009).

IV.

ARTICLES

1. Gina M. Intrepido-Bowden, *Time to Allow More Streamlined Class Action Notice Formats - Adapting Short Form Notice Requirements to Accommodate Today's Fast Paced Society*, LAW360 (2021).
2. Todd B. Hilsee, Gina M. Intrepido & Shannon R. Wheatman, *Hurricanes, Mobility and Due Process: The "Desire-to-Inform" Requirement for Effective Class Action Notice Is Highlighted by Katrina*, 80 TULANE LAW REV. 1771 (2006); reprinted in course materials for: CENTER FOR LEGAL EDUCATION INTERNATIONAL, *Class Actions: Prosecuting and Defending Complex Litigation* (2007); AMERICAN BAR ASSOCIATION, *10th Annual National Institute on Class Actions* (2006); NATIONAL BUSINESS INSTITUTE, *Class Action Update: Today's Trends & Strategies for Success* (2006).
3. Gina M. Intrepido, *Notice Experts May Help Resolve CAFA Removal Issues, Notification to Officials*, 6 CLASS ACTION LITIG. REP. 759 (2005).
4. Todd B. Hilsee, Shannon R. Wheatman, & Gina M. Intrepido, *Do You Really Want Me to Know My Rights? The Ethics Behind Due Process in Class Action Notice Is More Than Just Plain Language: A Desire to Actually Inform*, 18 GEORGETOWN JOURNAL LEGAL ETHICS 1359 (2005).



CASE EXPERIENCE

Ms. Intrepido-Bowden has been involved in the design and implementation of hundreds of notice programs throughout her career. A partial listing of her case work is provided below.

CASE NAME	CASE NUMBER	LOCATION
<i>A.B. v. Regents of the Univ. of California</i>	20-cv-09555-RGK-E	C.D. Cal.
<i>Abante Rooter & Plumbing, Inc. v. New York Life Ins. Co.</i>	16-cv-03588	S.D.N.Y.
<i>Advance Trust & Life Escrow Serv. LTA, v. N. Am. Co. for Life and Health Ins.</i>	18-CV-00368	S.D. Iowa
<i>Advance Trust & Life Escrow Serv., LTA v. ReliaStar Life Ins. Co.</i>	18-cv-2863-DWF-ECW	D. Minn.
<i>Advance Trust & Life Escrow Serv., LTA v. Sec. Life of Denver Ins. Co.</i>	18-cv-01897-DDD-NYW	D. Colo.
<i>Ahmed v. HSBC Bank USA, NA</i>	15-cv-2057-FMO-SPx	N.D. Ill.
<i>Allen v. UMB Bank, N.A.</i>	1016-CV34791	Mo. Cir. Ct.
<i>Anderson v. Canada (Phase I)</i>	2008NLTD166	NL Sup. Ct.
<i>Anderson v. Canada (Phase II)</i>	2007 01T4955CP	NL Sup. Ct.
<i>Andrews v. Plains All Am. Pipeline, L.P.</i>	15-cv-04113-PSG-JEM	C.D. Cal.
<i>Angel v. U.S. Tire Recovery</i>	06-C-855	W. Va. Cir. Ct.
<i>Baiz v. Mountain View Cemetery</i>	809869-2	Cal. Super. Ct.
<i>Baker v. Jewel Food Stores, Inc. & Dominick's Finer Foods, Inc.</i>	00-L-9664	Ill. Cir. Ct.
<i>Barba v. Shire U.S., Inc.</i>	13-cv-21158	S.D. Fla.
<i>Beck-Ellman v. Kaz USA Inc.</i>	10-cv-2134	S.D. Cal.
<i>Beringer v. Certegy Check Serv., Inc.</i>	07-cv-1657-T-23TGW	M.D. Fla.
<i>Bibb v. Monsanto Co. (Nitro)</i>	041465	W. Va. Cir. Ct.
<i>Billieson v. City of New Orleans</i>	94-19231	La. Civ. Dist. Ct.
<i>Bland v. Premier Nutrition Corp.</i>	RG19-002714	Cal. Super. Ct.
<i>Boskie v. Backgroundchecks.com</i>	2019CP3200824	S.C. C.P.
<i>Brighton Tr. LLC, as Tr. v. Genworth Life & Annuity Ins. Co.</i>	20-cv-240-DJN	E.D. Va.

CASE NAME	CASE NUMBER	LOCATION
<i>Brookshire Bros. v. Chiquita</i>	05-CIV-21962	S.D. Fla.
<i>Brown v. Am. Tobacco</i>	J.C.C.P. 4042 No. 711400	Cal. Super. Ct.
<i>Bruzek v. Husky Oil Operations Ltd.</i>	18-cv-00697	W.D. Wis.
<i>Campos v. Calumet Transload R.R., LLC</i>	13-cv-08376	N.D. Ill.
<i>Cappalli v. BJ's Wholesale Club, Inc.</i>	10-cv-00407	D.R.I.
<i>Carter v. Monsanto Co. (Nitro)</i>	00-C-300	W. Va. Cir. Ct.
<i>Chambers v. Whirlpool Corp.</i>	11-cv-01733	C.D. Cal.
<i>Cobb v. BSH Home Appliances Corp.</i>	10-cv-00711	C.D. Cal.
<i>Davis v. Am. Home Prods. Corp.</i>	94-11684	La. Civ. Dist. Ct., Div. K
<i>DC 16 v. Sutter Health</i>	RG15753647	Cal. Super. Ct.
<i>Defrates v. Hollywood Ent. Corp.</i>	02L707	Ill. Cir. Ct.
<i>de Lacour v. Colgate-Palmolive Co.</i>	16-cv-8364-KW	S.D.N.Y.
<i>Demereckis v. BSH Home Appliances Corp.</i>	8:10-cv-00711	C.D. Cal.
<i>Demmick v. Cellco P'ship</i>	06-cv-2163	D.N.J.
<i>Desportes v. Am. Gen. Assurance Co.</i>	SU-04-CV-3637	Ga. Super. Ct.
<i>Dolen v. ABN AMRO Bank N.V.</i>	01-L-454 & 01-L-493	Ill. Cir. Ct.
<i>Donnelly v. United Tech. Corp.</i>	06-CV-320045CP	Ont. S.C.J.
<i>Eck v. City of Los Angeles</i>	BC577028	Cal. Super. Ct.
<i>Elec. Welfare Trust Fund v. United States</i>	19-353C	Fed. Cl.
<i>Engquist v. City of Los Angeles</i>	BC591331	Cal. Super. Ct.
<i>Ervin v. Movie Gallery Inc.</i>	CV-13007	Tenn. Ch. Fayette Co.
<i>First State Orthopaedics v. Concentra, Inc.</i>	05-CV-04951-AB	E.D. Pa.
<i>Fisher v. Virginia Electric & Power Co.</i>	02-CV-431	E.D. Va.
<i>Fishon v. Premier Nutrition Corp.</i>	16-CV-06980-RS	N.D. Cal.
<i>Flaum v. Doctor's Assoc., Inc. (d/b/a Subway)</i>	16-cv-61198	S.D. Fla.
<i>Fond du Lac Bumper Exch. Inc. v. Jui Li Enter. Co. Ltd. (Direct & Indirect Purchasers Classes)</i>	09-cv-00852	E.D. Wis.
<i>Ford Explorer Cases</i>	JCCP Nos. 4226 & 4270	Cal. Super. Ct.
<i>Friedman v. Microsoft Corp.</i>	2000-000722	Ariz. Super. Ct.
<i>FTC v. Reckitt Benckiser Grp. PLC</i>	19CV00028	W.D. Va.
<i>Gardner v. Stimson Lumber Co.</i>	00-2-17633-3SEA	Wash. Super. Ct.

CASE NAME	CASE NUMBER	LOCATION
<i>Gifford v. Pets Global, Inc.</i>	21-cv-02136-CJC-MRW	C.D. Cal.
<i>Gordon v. Microsoft Corp.</i>	00-5994	D. Minn.
<i>Grays Harbor v. Carrier Corp.</i>	05-05437-RBL	W.D. Wash.
<i>Griffin v. Dell Canada Inc.</i>	07-CV-325223D2	Ont. Super. Ct.
<i>Gunderson v. F.A. Richard & Assoc., Inc.</i>	2004-2417-D	La. 14 th Jud. Dist. Ct.
<i>Gupta v. Aeries Software, Inc.</i>	20-cv-00995	C.D. Cal.
<i>Gutierrez, Jr. v. Amplify Energy Corp.</i>	21-cv-01628-DOC-JDE	C.D. Cal.
<i>Hanks v. Lincoln Life & Annuity Co. of New York</i>	16-cv-6399 PKC	S.D.N.Y.
<i>Herrera v. Wells Fargo Bank, N.A.</i>	18-cv-00332-JVS-MRW	C.D. Cal.
<i>Hill-Green v. Experian Info. Solutions, Inc.</i>	19-cv-708-MHL	E.D. Va.
<i>Huntzinger v. Suunto Oy</i>	37-2018-00027159-CU-BT-CTL	Cal. Super. Ct.
<i>In re Anthem, Inc. Data Breach Litig.</i>	15-md-02617	N.D. Cal.
<i>In re Arizona Theranos, Inc. Litig.</i>	16-cv-2138-DGC	D. Ariz.
<i>In re Babcock & Wilcox Co.</i>	00-10992	E.D. La.
<i>In re Blue Cross Blue Shield Antitrust Litig.</i>	13-CV-20000-RDP	N.D. Ala.
<i>In re Broiler Chicken Antitrust Litig.</i>	16-cv-08637	N.D. Ill.
<i>In re Countrywide Fin. Corp. Customer Data Sec. Breach</i>	MDL 08-md-1998	W.D. Ky.
<i>In re Farm-raised Salmon and Salmon Prod. Antitrust Litig.</i>	19-cv-21551-CMA	S.D. Fla.
<i>In re General Motors LLC Ignition Switch Litig. (economic settlement)</i>	2543 (MDL)	S.D.N.Y.
<i>In re High Sulfur Content Gasoline Prod. Liab.</i>	MDL No. 1632	E.D. La.
<i>In re Home Depot, Inc., Customer Data Sec. Breach Litig.</i>	14-md-02583	N.D. Ga.
<i>In re Hypodermic Prod. Antitrust Litig.</i>	05-cv-01602	D.N.J.
<i>In re Keurig Green Mountain Single-Serve Coffee Antitrust Litig. (Indirect-Purchasers)</i>	14-md-02542	S.D.N.Y.
<i>In re Lidoderm Antitrust Litig.</i>	14-md-02521	N.D. Cal.
<i>In re Lupron Mktg. & Sales Practices</i>	MDL No.1430	D. Mass.
<i>In re Mercedes-Benz Emissions Litig.</i>	16-cv-881 (KM) (ESK)	D.N.J.
<i>In re Monitronics Int'l, Inc., TCPA Litig.</i>	11-cv-00090	N.D. W.Va.

CASE NAME	CASE NUMBER	LOCATION
<i>In re Packaged Seafood Prods. Antitrust Litig. (DPP and EPP Class)</i>	15-md-02670	S.D. Cal.
<i>In re Parmalat Sec.</i>	04-md-01653 (LAK)	S.D.N.Y.
<i>In re Residential Schools Litig.</i>	00-CV-192059 CPA	Ont. Super. Ct.
<i>In re Resistors Antitrust Litig.</i>	15-cv-03820-JD	N.D. Cal.
<i>In re Royal Ahold Sec. & "ERISA"</i>	03-md-01539	D. Md.
<i>In re Rust-Oleum Restore Mktg. Sales Practices & Prod. Liab. Litig.</i>	15-cv01364	N.D. Ill.
<i>In re Sears, Roebuck & Co. Front-Loading Washer Prod. Liab. Litig.</i>	06-cv-07023	N.D. Ill.
<i>In re Serzone Prod. Liab.</i>	02-md-1477	S.D. W. Va.
<i>In re Skelaxin (Metaxalone) Antitrust Litig.</i>	12-cv-194	E.D. Ten.
<i>In re Solodyn (Minocycline Hydrochloride) Antitrust Litig. (Direct Purchaser Class)</i>	14-md-2503	D. Mass.
<i>In re: Subaru Battery Drain Prods. Liab. Litig.</i>	20-cv-03095-JHR-MJS	D.N.J.
<i>In re TJX Cos. Retail Sec. Breach Litig.</i>	MDL No. 1838	D. Mass.
<i>In re Trans Union Corp. Privacy Litig.</i>	MDL No. 1350	N.D. Ill.
<i>In re TransUnion Rental Screening Sol. Inc. FCRA Litig.</i>	20-md-02933-JPB	N.D. Ga.
<i>In re Uponor, Inc., F1807 Prod. Liab. Litig.</i>	2247	D. Minn.
<i>In re U.S. Dep't of Veterans Affairs Data Theft Litig.</i>	MDL 1796	D.D.C.
<i>In re Volkswagen "Clean Diesel" Mktg., Sales Practice and Prods. Liab. Litig.</i>	MDL 2672 CRB	N.D. Cal.
<i>In re Zurn Pex Plumbing Prod. Liab. Litig.</i>	MDL 08-1958	D. Minn.
<i>In the Matter of GTV Media Grp. Inc.</i>	3-20537	SEC
<i>James v. PacifiCorp.</i>	20cv33885	Or. Cir. Ct.
<i>Johnson v. Yahoo! Inc.</i>	14-cv02028	N.D. Ill.
<i>Kearney v. Equilon Enter. LLC</i>	14-cv-00254	D. Ore.
<i>Ko v. Natura Pet Prod., Inc.</i>	09cv02619	N.D. Cal.
<i>Langan v. Johnson & Johnson Consumer Co.</i>	13-cv-01471	D. Conn.
<i>Lavinsky v. City of Los Angeles</i>	BC542245	Cal. Super. Ct.
<i>Lee v. Stonebridge Life Ins. Co.</i>	11-cv-00043	N.D. Cal.
<i>Leonard v. John Hancock Life Ins. Co. of NY</i>	18-CV-04994	S.D.N.Y.

CASE NAME	CASE NUMBER	LOCATION
<i>In re Uponor, Inc., F1807 Prod. Liab. Litig.</i>	2247	D. Minn.
<i>In re U.S. Dep't of Veterans Affairs Data Theft Litig.</i>	MDL 1796	D.D.C.
<i>In re Zurn Pex Plumbing Prod. Liab. Litig.</i>	MDL 08-1958	D. Minn.
<i>In the Matter of GTV Media Grp. Inc.</i>	3-20537	SEC
<i>Johnson v. Yahoo! Inc.</i>	14-cv02028	N.D. Ill.
<i>Kearney v. Equilon Enter. LLC</i>	14-cv-00254	D. Ore.
<i>Ko v. Natura Pet Prod., Inc.</i>	09cv02619	N.D. Cal.
<i>Langan v. Johnson & Johnson Consumer Co.</i>	13-cv-01471	D. Conn.
<i>Lavinsky v. City of Los Angeles</i>	BC542245	Cal. Super. Ct.
<i>Lee v. Stonebridge Life Ins. Co.</i>	11-cv-00043	N.D. Cal.
<i>Leonard v. John Hancock Life Ins. Co. of NY</i>	18-CV-04994	S.D.N.Y.
<i>Lerma v. Schiff Nutrition Int'l, Inc.</i>	11-cv-01056	S.D. Cal.
<i>Levy v. Dolgencorp, LLC</i>	20-cv-01037-TJC-MCR	M.D. Fla.
<i>Lockwood v. Certegy Check Serv., Inc.</i>	07-CV-587-FtM-29-DNF	M.D. Fla.
<i>Luster v. Wells Fargo Dealer Serv., Inc.</i>	15-cv-01058	N.D. Ga.
<i>Malone v. Western Digital Corp.</i>	20-cv-03584-NC	N.D. Cal.
<i>Markson v. CRST Int'l, Inc.</i>	17-cv-01261-SB (SPx)	C.D. Cal.
<i>Martinelli v. Johnson & Johnson</i>	15-cv-01733-MCE-DB	E.D. Cal.
<i>McCall v. Hercules Corp.</i>	66810/2021	N.Y. Super. Ct.
<i>McCrary v. Elations Co., LLC</i>	13-cv-00242	C.D. Cal.
<i>Microsoft I-V Cases</i>	J.C.C.P. No. 4106	Cal. Super. Ct.
<i>Molina v. Intrust Bank, N.A.</i>	10-cv-3686	Ks. 18 th Jud. Dist. Ct.
<i>Morrow v. Conoco Inc.</i>	2002-3860	La. Dist. Ct.
<i>Mullins v. Direct Digital LLC.</i>	13-cv-01829	N.D. Ill.
<i>Myers v. Rite Aid of PA, Inc.</i>	01-2771	Pa. C.P.
<i>Naef v. Masonite Corp.</i>	CV-94-4033	Ala. Cir. Ct.
<i>Nature Guard Cement Roofing Shingles Cases</i>	J.C.C.P. No. 4215	Cal. Super. Ct.
<i>Nichols v. SmithKline Beecham Corp.</i>	00-6222	E.D. Pa.
<i>Nishimura v Gentry Homes, LTD.</i>	11-11-1-1522-07-RAN	Haw. Cir. Ct.
<i>Novoa v. The GEO Grp., Inc.</i>	17-cv-02514-JGB-SHK	C.D. Cal.
<i>Nwauzor v. GEO Grp., Inc.</i>	17-cv-05769	W.D. Wash.

CASE NAME	CASE NUMBER	LOCATION
<i>Lerma v. Schiff Nutrition Int'l, Inc.</i>	11-cv-01056	S.D. Cal.
<i>Levy v. Dolgencorp, LLC</i>	20-cv-01037-TJC-MCR	M.D. Fla.
<i>Lockwood v. Certegy Check Serv., Inc.</i>	07-CV-587-FtM-29-DNF	M.D. Fla.
<i>LSIMC, LLC v. Am. Gen. Life Ins. Co.</i>	20-cv-11518	C.D. Cal.
<i>Luster v. Wells Fargo Dealer Serv., Inc.</i>	15-cv-01058	N.D. Ga.
<i>Malone v. Western Digital Corp.</i>	20-cv-03584-NC	N.D. Cal.
<i>Markson v. CRST Int'l, Inc.</i>	17-cv-01261-SB (SPx)	C.D. Cal.
<i>Martinelli v. Johnson & Johnson</i>	15-cv-01733-MCE-DB	E.D. Cal.
<i>McCall v. Hercules Corp.</i>	66810/2021	N.Y. Super. Ct.
<i>McCrary v. Elations Co., LLC</i>	13-cv-00242	C.D. Cal.
<i>Microsoft I-V Cases</i>	J.C.C.P. No. 4106	Cal. Super. Ct.
<i>Molina v. Intrust Bank, N.A.</i>	10-cv-3686	Ks. 18 th Jud. Dist. Ct.
<i>Morrow v. Conoco Inc.</i>	2002-3860	La. Dist. Ct.
<i>Mullins v. Direct Digital LLC.</i>	13-cv-01829	N.D. Ill.
<i>Myers v. Rite Aid of PA, Inc.</i>	01-2771	Pa. C.P.
<i>Naef v. Masonite Corp.</i>	CV-94-4033	Ala. Cir. Ct.
<i>Nature Guard Cement Roofing Shingles Cases</i>	J.C.C.P. No. 4215	Cal. Super. Ct.
<i>Nichols v. SmithKline Beecham Corp.</i>	00-6222	E.D. Pa.
<i>Nishimura v Gentry Homes, LTD.</i>	11-11-1-1522-07-RAN	Haw. Cir. Ct.
<i>Novoa v. The GEO Grp., Inc.</i>	17-cv-02514-JGB-SHK	C.D. Cal.
<i>Nwauzor v. GEO Grp., Inc.</i>	17-cv-05769	W.D. Wash.
<i>Palace v. DaimlerChrysler</i>	01-CH-13168	Ill. Cir. Ct.
<i>Peek v. Microsoft Corp.</i>	CV-2006-2612	Ark. Cir. Ct.
<i>Plubell v. Merck & Co., Inc.</i>	04CV235817-01	Mo. Cir. Ct.
<i>Podawiltz v. Swisher Int'l, Inc.</i>	16CV27621	Or. Cir. Ct.
<i>Poertner v. Gillette Co.</i>	12-cv-00803	M.D. Fla.
<i>Prather v. Wells Fargo Bank, N.A.</i>	15-cv-04231	N.D. Ga.
<i>Q+ Food, LLC v. Mitsubishi Fuso Truck of Am., Inc.</i>	14-cv-06046	D.N.J.
<i>Richison v. Am. Cemwood Corp.</i>	005532	Cal. Super. Ct.
<i>Rick Nelson Co. v. Sony Music Ent.</i>	18-cv-08791	S.D.N.Y.
<i>Roberts v. Electrolux Home Prod., Inc.</i>	12-cv-01644	C.D. Cal.

CASE NAME	CASE NUMBER	LOCATION
<i>Russell v. Kohl's Dep't Stores, Inc.</i>	15-cv-01143	C.D. Cal.
<i>Sandoval v. Merlex Stucco Inc.</i>	BC619322	Cal. Super. Ct.
<i>Scott v. Blockbuster, Inc.</i>	D 162-535	136 th Tex. Jud. Dist.
<i>Senne v Office of the Comm'r of Baseball</i>	14-cv-00608-JCS	N.D. Cal.
<i>Shames v. Hertz Corp.</i>	07cv2174-MMA	S.D. Cal.
<i>Sidibe v. Sutter Health</i>	12-cv-4854-LB	N.D. Cal.
<i>Staats v. City of Palo Alto</i>	2015-1-CV-284956	Cal. Super. Ct.
<i>Soders v. Gen. Motors Corp.</i>	CI-00-04255	Pa. C.P.
<i>Sonner v. Schwabe North America, Inc.</i>	15-cv-01358 VAP (SPx)	C.D. Cal.
<i>Stroud v. eMachines, Inc.</i>	CJ-2003-968-L	W.D. Okla.
<i>Swetz v. GSK Consumer Health, Inc.</i>	20-cv-04731	S.D.N.Y.
<i>Talalai v. Cooper Tire & Rubber Co.</i>	MID-L-8839-00 MT	N.J. Super. Ct.
<i>Tech. Training Assoc. v. Buccaneers Ltd. P'ship</i>	16-cv-01622	M.D. Fla.
<i>Thibodeaux v. Conoco Philips Co.</i>	2003-481	La. 4 th Jud. Dist. Ct.
<i>Thomas v. Lennox Indus. Inc.</i>	13-cv-07747	N.D. Ill.
<i>Thompson v. Metropolitan Life Ins. Co.</i>	00-CIV-5071 HB	S.D. N.Y.
<i>Turner v. Murphy Oil USA, Inc.</i>	05-CV-04206-EEF-JCW	E.D. La.
<i>USC Student Health Ctr. Settlement</i>	18-cv-04258-SVW	C.D. Cal.
<i>Walker v. Rite Aid of PA, Inc.</i>	99-6210	Pa. C.P.
<i>Wells v. Abbott Lab., Inc. (AdvantEdge/ Myoplex nutrition bars)</i>	BC389753	Cal. Super. Ct.
<i>Wener v. United Tech. Corp.</i>	500-06-000425-088	QC. Super. Ct.
<i>West v. G&H Seed Co.</i>	99-C-4984-A	La. 27 th Jud. Dist. Ct.
<i>Williams v. Weyerhaeuser Co.</i>	CV-995787	Cal. Super. Ct.
<i>Yamagata v. Reckitt Benckiser, LLC</i>	17-cv-03529-CV	N.D.Cal.
<i>Zarebski v. Hartford Ins. Co. of the Midwest</i>	CV-2006-409-3	Ark. Cir. Ct.

EXHIBIT B

To: [Class Member Email Address]

From: [info@xxxx.com]

Subject: Notice of Grey Fox PPC Property Owner Settlement

Dear [Class Member Name]:

If you own property through which the Las Flores Pipeline System (formerly known as Plains' Line 901 and Line 903) passes, you may be entitled to a payment from a class action settlement

A proposed Settlement has been reached in a class action lawsuit called *Grey Fox, LLC et al. v. Plains All American Pipeline, L.P. et al.*, No. CV 16-03157 PSG (C.D. Cal.) (JEM). Records indicate that you are a Settlement Class Member. This notice summarizes your rights and options. More details are available at www.LasFloresPipelineSystemSettlement.com.

What is this about?

The lawsuit was first filed on May 6, 2016 by property owners who had Easement Contracts or Right-of-Way grants ("Easements") with Plains All American Pipeline, L.P. and Plains Pipeline, L.P. ("Plains") or its predecessors. These Easements allowed Plains' Line 901 and 903, now called the Las Flores Pipeline System (the "Pipeline"), to be installed and operated through their properties. Among other claims, the lawsuit asserted (1) that the Easements had terminated for all Class Properties because the pipeline companies had failed to use, operate, and maintain the Pipeline for many years, and (2) that the Easements did not permit Plains to build a new, replacement pipeline system.

The Settlement has been reached between the Plaintiffs, on behalf of themselves and the Court-certified Class of other property owners along the Pipeline, and the new owners of the Pipeline and Easements. The new owners are Pacific Pipeline Company ("PPC") and Sable Offshore Corp. ("Sable," collectively with PPC, "Settling Parties"). PPC purchased the Pipeline from Plains in October 2022, and Sable purchased PPC in February 2024.

Who is affected?

The Settlement covers all owners of real property, other than specifically excluded persons including the Settling Parties, government entities, the court, and fossil fuel companies, as of the Opt-Out Deadline (explained below), through which the Pipeline passes pursuant to Right-of-Way Grants or via condemnation ("Class Properties"). You are a Settlement Class Member if you own one of these properties and do not Opt Out of the Settlement.

What does the Settlement provide?

As part of the Settlement, the Settling Parties agree to pay **\$70 million** to the Class, and agree that the Easements do not allow them to install a second, new pipeline, for example by replacing the existing one. The Settling Parties also agree to make reasonable efforts to obtain governmental approval for installation of automatic shutoff valves, a safety feature. **Each Class Property will receive at least \$50,000.** Some Class Properties will receive more than \$50,000, depending on the properties' size, value, their Easement's language, and what repairs or other work will occur on that property. Assuming no Properties opt out of the Settlement, Class Counsel estimate that the all Class Properties will receive at least \$50,150, with an estimated median payment of approximately \$90,000 and an estimated average payment of \$230,000. Attorneys' fees, court costs, and settlement administration costs will also be paid from the settlement fund.

In exchange, the Class agrees that the Easements permit the repair and operation of the Pipeline. The Class also agrees that Sable is allowed to record a notice for each property (1) stating that the Easements remain in effect and permit the inspection, repair, maintenance, and operation of the Pipeline, including taking any action required by governmental authorities to inspect, repair, maintain, and/or operate the Pipeline, (2) clarifying the terms of any automatic termination clauses in the Easements, (3) suspending any such automatic termination clauses for five years, and (4) affirming that the Easements permit the construction of automatic shutoff valves and related above- and below-ground structures. Finally, the Class agrees not to oppose efforts by the Settling Parties to obtain governmental approval for the automatic shutoff valves.

What are the reasons for the Settlement?

Plaintiffs and Class Counsel believe that \$70 million is a fair and reasonable settlement. There is no guarantee that Plaintiffs would have prevailed at trial. Furthermore, Class members would have to wait significantly longer to receive a possible recovery if this case went to trial and was appealed to the Ninth Circuit. Plaintiffs and Class Counsel believe that the significant and immediate benefits of the Settlement are a very favorable result for the Settlement Class.

Who represents the Class?

The Court has appointed Cappello & Noel LLP, Keller Rohrback L.L.P., and Lieff Cabraser Heimann Bernstein LLP as Class Counsel. Class Counsel believe, after conducting an extensive investigation, that the Settlement Agreement is fair, reasonable, and in the best interests of the Settlement Class. If you want to be represented by your own lawyer, you may hire one at your own expense.

How can I get a payment?

If the Settlement is approved, members of the Settlement Class will be sent checks automatically and will not have to file claims to receive Settlement payments. Only owners of eligible properties as of the “Opt-Out Deadline” will receive compensation. Payments will be made out to the owners of Class Properties as indicated in public records, and will be mailed to the address on file in county tax assessor records or other comparable sources. If you are unsure whether you are a Class member entitled to compensation, or if you have questions about the payee name or address for a Class Property in which you have a valid, legal interest, you should speak to the Settlement Administrator and/or visit the Settlement Website at www.LasFloresPipelineSystemSettlement.com for more information.

What are my options?

- 1) Do nothing and receive a payment. Automatically receive a payment from the Settlement. Be bound by the Settlement.
- 2) Exclude yourself. Receive no payment from the Settlement, but keep your right to sue Settling Parties and other Released Parties over the claims resolved by the Settlement.
- 3) Object. Remain part of the Settlement Class, receive your payment, and be bound by the Settlement, but tell the Court what you do not like about the Settlement.

The deadline for exclusions requests (the Opt-Out Deadline) and objections is **Month x, 2024**. For more details about your rights and options and how to exclude yourself or object, go to www.LasFloresPipelineSystemSettlement.com.

What happens next?

To unsubscribe from this list, please click on the following link: [Unsubscribe](#)

The Court will hold a Fairness Hearing on **Month x, 2024**, at **x:xx x.m. Pacific Time**, before the Honorable Philip 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 (a) determine whether to grant final approval of the Settlement; (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 Plan of Allocation. For more details about how to make an appearance at the Fairness Hearing, visit www.LasFloresPipelineSystemSettlement.com.

How do I get more information?

You can get more details and print the Settlement Agreement at www.LasFloresPipelineSystemSettlement.com. You may also write with questions or notify the Settlement Administrator regarding address changes to **x** c/o JND Legal Administration, P.O. Box **xxxxx**, Seattle, WA 98111, email at info@LasFloresPipelineSystemSettlement.com or call the Settlement Administrator at 1-**xxx-xxx-xxxx**.

To unsubscribe from this list, please click on the following link: [Unsubscribe](#)

EXHIBIT C

If you own property through which the Las Flores Pipeline System (formerly known as Plains' Line 901 and Line 903) passes, you may be entitled to a payment from a class action settlement

YOUR LEGAL RIGHTS AND OPTIONS

DO NOTHING

- ▶ Automatically receive a payment from the Settlement
- ▶ Be bound by the Settlement

EXCLUDE YOURSELF (OPT-OUT) FROM THE SETTLEMENT BY [DATE], 2024

- ▶ Receive no payment from the Settlement
- ▶ Keep your right to sue Settling Defendants and the other Released Parties over the claims resolved by the Settlement

OBJECT TO THE SETTLEMENT BY [DATE], 2024

- ▶ Tell the Court what you do not like about the Settlement
- ▶ You will still be bound by the Settlement
- ▶ You will still receive your payment
- ▶ You can only object if you do not opt-out of the Settlement

ATTEND THE FAIRNESS HEARING ON [DATE], 2024

- ▶ You do not have to attend the Fairness Hearing
- ▶ Class Counsel will answer any questions the Court may have
- ▶ You or your own lawyer are welcome to come at your own expense



LEARN MORE

[www.\[xxxxxxxxxxxxxxxxxxxxxx\].com](http://www.[xxxxxxxxxxxxxxxxxxxxxx].com)

[1-XXX-XXX-XXXX]

EXHIBIT D

LEGAL NOTICE



If you own property through which the **Las Flores Pipeline System** (formerly known as Plains' Line 901 and Line 903) passes, you may be entitled to a payment from a class action settlement

[LEARN MORE](#)

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15 *Attorneys for Plaintiffs and the Class*

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

20 GREY FOX, LLC, et al.,
21 Plaintiffs,
22 v.
23 PLAINS ALL AMERICAN PIPELINE,
24 L.P. et al.,
25 Defendants.

Case No. 2:16-cv-03157-PSG-JEM
**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
PROPOSED SETTLEMENT**
Judge: Hon. Philip S. Gutierrez
Courtroom: 6A

1 Plaintiffs Grey Fox, LLC; MAZ Properties, Inc.; Bean Blossom, LLC; Winter
2 Hawk, LLC; Mark Tautrim, Trustee of the Mark Tautrim Revocable Trust; and
3 Denise McNutt (“Class Representatives” or “Plaintiffs”), on behalf of themselves
4 and the Court-certified Settlement Class; (2) the entity currently known as Pacific
5 Pipeline Company (“PPC”), a defendant in the Action; and (3) Sable Offshore Corp.,
6 a Delaware corporation (“Sable,” and collectively with PPC, “Settling Parties”), have
7 reached a proposed settlement of the PPC Claims,¹ which is embodied in the
8 Settlement Agreement filed with the Court.

9 The Class Representatives have applied to the Court for preliminary approval
10 of the proposed Settlement of the Action, the terms and conditions of which are set
11 forth in the Settlement Agreement.

12 Having reviewed and considered the Settlement Agreement and the Motion
13 for Preliminary Settlement Approval, the Court grants preliminary approval to the
14 Settlement and further orders as follows.

15 **A. Preliminary Approval**

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

19 2. This Court has personal jurisdiction over Plaintiffs, all Settlement Class
20 Members, and the Settling Parties, and the Court has subject matter jurisdiction to
21 approve and enforce this Settlement and Settlement Agreement and all Exhibits
22 thereto.

23 3. Pursuant to Rule 23(e)(1)(B)(i) of the Federal Rules of Civil Procedure,
24 the Court preliminarily approves the Settlement and finds that it will likely be able
25 to finally approve the Settlement under Rule 23(e)(2) as being fair, reasonable, and
26

27
28 ¹ PPC Claims means Plaintiffs’ First, Second, Third, Tenth, and Fifteenth Claims in Plaintiffs’ Corrected Second Amended Complaint, Dkt. 108-1. *See* Dkts. 214, 218.

1 adequate to Class Members, subject to further consideration at the Fairness Hearing
2 (described below).

3 4. The Court hereby provisionally certifies, for settlement purposes only,
4 a Settlement Class, pursuant to Rules 23(b)(3) and 23(e), consisting of

5
6 All owners of real property, other than those excluded in Paragraph 3.2 of
7 the Agreement, through which Line 901 and/or Line 903 passes pursuant
8 to Right-of-Way Grants, and the owner(s) of APN No. 133-070-004, for
9 which land rights were initially conveyed via condemnation rather than
10 through a Right-of-Way Grant, other than those Persons excluded in
11 Paragraph 3.2. The real property parcels through which Line 901 and/or
12 Line 903 passes, as described above, are set forth in Exhibit A. For
13 avoidance of doubt, the Settlement Class includes the classes and subclass
certified by the Court's January 28, 2020, and November 1, 2023 orders
in their entirety, as well as any other Persons (if any such other Persons
exist) included in the definition in this Paragraph.

14 The following entities and individuals are excluded from the Settlement Class:

- 15 a. Class Counsel;
- 16 b. Settling Parties and Settling Parties' officers, directors,
17 employees, agents, and representatives;
- 18 c. Settling Parties' Affiliates, and Settling Parties' Affiliates'
19 officers, officers, directors, employees, agents, and representatives;
- 20 d. any fossil fuel company;
- 21 e. any government entity or division; and
- 22 f. the judges who have presided over this Action.

23 5. The Court hereby preliminarily approves the Settlement Agreement and
24 the terms embodied therein pursuant to Rule 23(e). In connection therewith, the Court
25 finds as follows:

- 26 a. the Court will likely be able to approve the Settlement Agreement
27 under Rule 23(e)(2) and to certify the Settlement Class for purposes of judgment on
28 the proposed Settlement;

1 b. the Settlement is sufficiently fair, reasonable, and adequate as to
2 the Settlement Class Members under the relevant considerations to warrant sending
3 notice of the Settlement to the Settlement Class;

4 c. the proposed Settlement Class Representatives and proposed
5 Settlement Class Counsel have adequately represented, and will continue to
6 adequately represent, the Settlement Class;

7 d. the Class Action Agreement is the product of arm's length
8 negotiations by the Parties and comes after adequate investigation of the facts and
9 legal issues;

10 e. the relief provided to the Settlement Class is fair, reasonable, and
11 adequate taking into account, *inter alia*, the costs, risks, and delay of trial and appeal,
12 and the proposed method of allocating compensation to the Settlement Class;

13 f. the Settlement Agreement treats the Settlement Class Members
14 equitably relative to one another; and

15 g. the Settlement Class Counsel's proposed request for Attorneys'
16 Fees—up to 33% of the Settlement Amount—appears reasonable and creates no
17 reason not to direct notice to the Settlement Class, especially because any motion for
18 such award must be filed before the deadline to object to the Settlement.

19 6. The Court further finds that, for settlement purposes only, the Settlement
20 Class, as defined above, meets the requirements for class certification under Federal
21 Rules of Civil Procedure 23(a) and 23(b)(3). Specifically, the Court finds, for
22 settlement purposes only, that (1) the Settlement Class Members are sufficiently
23 numerous such that joinder is impracticable; (2) there are questions of law and fact
24 common to Settlement Class Members; (3) proposed Settlement Class
25 Representatives' claims are typical of those of the Settlement Class Members; (4)
26 proposed Settlement Class Representatives and Settlement Class Counsel have fairly
27 and adequately represented, and will continue to fairly and adequately represent, the
28

1 interests of the Settlement Class Members; and (5) the predominance and superiority
2 requirements of Rule 23(b)(3) are satisfied. Further, the Court previously certified
3 substantially identical classes for litigation purposes. Dkt. Nos. 100 (First, Second,
4 and Tenth Claims) and 258 (Fifteenth Claim).

5 7. The Court appoints Plaintiffs as Settlement Class Representatives to
6 represent the Settlement Class.

7 8. The Court appoints as Settlement Class Counsel Robert Nelson of Lief
8 Cabraser Heimann & Bernstein, LLP; Juli Farris of Keller Rohrback LLP; and A.
9 Barry Cappello of Cappello & Noël, LLP.

10 9. The Court appoints JND Legal Administration as Settlement
11 Administrator and directs it to carry out all duties and responsibilities of the
12 Settlement Administrator as specified in the Settlement Agreement Section VI (B)
13 and herein.

14 10. Consideration of the Plan of Allocation, any application for Attorneys'
15 Fees and Expenses and any objections thereto, any application for Service Awards
16 and any objections thereto, shall be separate from consideration of whether the
17 proposed Settlement should be approved, and the Court's rulings on each motion or
18 application shall be embodied in a separate order.

19 11. Unless they submit a timely and valid exclusion, during the pendency
20 of the Settlement approval process, Settlement Class Members are preliminarily
21 enjoined from (i) filing, commencing, prosecuting, continuing, or intervening in or
22 participating as a plaintiff, claimant, or class member in any other lawsuit or
23 administrative, regulatory, arbitration or other proceeding in any jurisdiction based
24 on, relating to or arising out of the claims and causes of action or the facts and
25 circumstances giving rise to this Action or the Released Claims; (ii) filing,
26 commencing or prosecuting a lawsuit or administrative, regulatory, arbitration or
27 other proceeding as a class action on behalf of any Settlement Class Members who
28

1 have not timely excluded themselves (including by seeking to amend a pending
2 Complaint to include class allegations or seeking class certification in a pending
3 action), based on, relating to or arising out of the claims and causes of action of the
4 facts and circumstances giving rise to this Action or the Released Claims; and (iii)
5 attempting to effect Opt Outs of individuals or a class of individuals in any lawsuit
6 or administrative, regulatory, arbitration or other proceeding based on, relating to or
7 arising out of the claims and causes of action or the facts and circumstances giving
8 rise to this Action or the Released Claims. This Order does not prevent Settlement
9 Class Members from participating in any action or investigation initiated by a state
10 or federal agency. If the Settlement is terminated pursuant to Section 14.2 of the
11 Settlement Agreement, the above preliminary injunctions shall be lifted.

12 12. Plaintiffs shall establish a Qualified Settlement Fund within five (5)
13 calendar days of the Court's entry of preliminary approval of the Settlement. The \$70
14 million payable by Sable pursuant to the parties' Settlement Agreement will be
15 deposited into a Qualified Settlement Fund, in the manner described in Section 6.2
16 of the Settlement Agreement, and the fund shall be administered pursuant to that
17 Section.

18 **B. Notice Plan**

19 13. Pursuant to Rule 23(e)(1) and Rules 23(c)(2)(A) and 23(c)(2)(B), the
20 Court finds that the Parties' plan for providing Notice to the Class, which includes
21 direct notice to the Settlement Class members via mail (long-form Notice) and e-mail
22 (email Notice) to the extent practicable, publication notice in periodicals that cover
23 news in the towns and communities through which the easement properties exist, the
24 establishment of a Settlement Website, and the establishment of an automated toll-
25 free telephone number is (a) reasonable and constitutes due, adequate, and sufficient
26 notice to all Persons entitled to receive notice; (b) reasonably calculated, under the
27 circumstances, to apprise the Settlement Class of the pendency of this litigation and
28

1 of their right to object to or exclude themselves from the proposed Settlement; and
2 (c) meets all applicable law, including the requirements of the Federal Rules of Civil
3 Procedure and the United States Constitution.

4 14. The Court approves, as to form and content, the class notices attached
5 as Exhibits C, D, and E to the Agreement and Exhibits B, C, and D to the Declaration
6 of Gina Intrepido-Bowden In Support of Motion for Preliminary Approval of Class
7 Action Settlement and Direction of Notice (“Intrepido-Bowden Declaration”). The
8 Parties may make non-material changes to the proposed Notice plan, including the
9 form and content of the Notice, without seeking further approval of the Court.

10 15. The Court directs the Settlement Administrator and the Parties to
11 implement Notice as soon as practicable in accordance with the provisions of the
12 Settlement Agreement, Section VI (B), after entry of this Preliminary Approval
13 Order, specifically:

14 a. As soon as practicable, the Settlement Administrator will create
15 and maintain a Settlement Website, which will contain, among other things, the
16 Notice and documents related to the Settlement at
17 www.LasFloresPipelineSystemSettlement.com.

18 b. Within ten (10) days of the Court’s entry of this Preliminary
19 Approval Order, the Settlement Administrator shall cause the Short-Form Notice and
20 Long-Form Notice to be published the Settlement Website for this case. The Long-
21 Form Notice shall be substantially in the form attached to the Settlement Agreement
22 as Exhibit C. The Short-Form Notice shall be substantially in the form attached to
23 the Settlement Agreement as Exhibit D.

24 c. Within thirty (30) days of the Court’s entry of this Preliminary
25 Approval Order, the Settlement Administrator will complete direct notice to the Class
26 by mailing the Long-Form Notice to all or substantially all Class Properties, and
27
28

1 transmitting the Email Notice to all available email addresses. The Email Notice shall
2 be substantially in the form attached to the Settlement Agreement as Exhibit E.

3 d. Within thirty (30) days of the Court's entry of this Preliminary
4 Approval Order, the Settlement Administrator shall cause the Newspaper Notice and
5 the Digital Ad Banner to be published substantially in the form attached to the
6 Intrepido-Bowden Declaration as Exhibits C and D. The Settlement Administrator
7 shall run Publication Notice for two weeks.

8 e. Not later than sixty five (65) days following the entry of this
9 Preliminary Approval Order, the Settlement Administrator shall file with the Court
10 declarations attesting to compliance with this paragraph 15.

11 16. The Court approves the proposed Notice plan set forth in the Motion.
12 All reasonable and necessary costs incurred by the Settlement Administrator will be
13 paid exclusively out of the Settlement Fund consistent with the terms of the
14 Settlement Agreement.

15 **C. Opt-Out and Objection Procedures**

16 17. Settlement Class Members may exclude themselves from the Settlement
17 Class by submitting an appropriate, timely request for exclusion via certified or
18 registered mail, postmarked no later than forty-five (45) days after the Notice Date,
19 to the Settlement Administrator at the address on the Notice and to Class Counsel at
20 the email address on the Notice.

21 18. Any Settlement Class Member who does not opt out will be bound by
22 all proceedings, orders, and judgments in this action, even if such Settlement Class
23 Member has previously initiated or subsequently initiates individual litigation or
24 other proceedings encompassed by the Release.

25 19. Upon the Settlement Administrator and Class Counsel's receipt of a
26 timely and valid exclusion request, the Settlement Class Member shall be deemed
27 excluded from the Settlement Class and shall not be entitled to any benefits of this
28

1 Settlement. A Settlement Class Member may request to be excluded from the
2 Settlement only on the Settlement Class Member's own behalf; a Settlement Class
3 Member may not request that other Settlement Class Members (or a group or subclass
4 of Settlement Class Members) be excluded from the Settlement. The Settlement
5 Administrator shall report to the Parties on a daily basis the names of all Settlement
6 Class Members who have submitted a request for exclusion and provide copies of
7 any and all written requests for exclusion. The Settlement Administrator shall
8 provide a list of all Settlement Class Members who have submitted a request for
9 exclusion to Class Counsel no later than seven (7) days after the opt out deadline, and
10 then file with the Court no later than ten (10) days prior to the Fairness Hearing the
11 list of all Settlement Class Members who have submitted a request for exclusion
12 along with an affidavit attesting to the completeness and accuracy thereof.

13 20. Any Settlement Class Member who has not submitted a written request
14 for exclusion from the Settlement Class as set forth herein may object to the
15 Settlement Agreement, any application for Attorneys' Fees and Expenses, any
16 application for service awards, and/or the Plan of Allocation submitted by Class
17 Counsel. To be considered valid, an objection must be filed with the Court and served
18 on all counsel listed in paragraph 27, below, no later than twenty-five (25) days
19 before the Fairness Hearing, and include a detailed statement of the specific
20 objections being made and the basis for those objections. In addition to the statement,
21 the objecting Class Member must include the following information: (a) the case
22 name and number, *Grey Fox, LLC et al. v. Plains All American Pipeline, L.P. et al.*,
23 Case No. 16-cv-03157 PSG (JEM) (C.D. Cal.); (b) the objecting Class Member's full
24 name, address, and telephone number; (c) information sufficient to identify, in full,
25 the objector's impacted Property or Properties; (d) a statement of the objection(s),
26 including all factual and legal grounds for the position; (e) copies of any documents
27 the objector wishes to submit in support; (f) the name and address of the attorney(s),
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1 if any, who represent(s) the objector in making the objection or who may be entitled
2 to compensation in connection with the objection; (g) a statement of whether the
3 Class Member objecting intends to appear at the Fairness Hearing, either with or
4 without counsel; (h) the identity of all counsel (if any) who will appear on behalf of
5 the Class Member objecting at the Fairness Hearing and all persons (if any) who will
6 be called to testify in support of the objection; (i) the signature of the Class Member
7 objecting, in addition to the signature of any attorney representing the Class Member
8 objecting in connection with the objection; (j) date of the objection; (k) a list of any
9 other objections submitted by the objector, or the objector's counsel, to any class
10 action settlements submitted in any court in the United States in the previous five
11 years; and (l) if the Class Member or his or her counsel have not made any such prior
12 objections as described in subparagraph (k) above, the Class Member shall
13 affirmatively so state in the written materials provided with the objection.

14 21. Any Party filing a brief responding to an objection shall do so no later
15 than fifteen (15) days prior to the Fairness Hearing.

16 22. Any Settlement Class Member who does not file a timely written
17 objection to the Settlement, who does not appear at the Fairness Hearing, or who fails
18 to otherwise comply with the requirement of Section X of the Settlement Agreement
19 shall be foreclosed from seeking any adjudication or review of this Settlement by
20 appeal or otherwise.

21 23. Any attorney hired by a Settlement Class Member will be hired and
22 compensated at the Settlement Class Member's sole expense for the purpose of
23 objecting to the Settlement Agreement or to the Attorneys' Fees and Expenses.

24 **D. Fairness Hearing**

25 24. A Fairness Hearing shall be held before this Court at 1:30 p.m. on
26 [Date], 2024, to: (a) determine whether the proposed Settlement should be finally
27 approved as fair, reasonable, and adequate so that the Final Approval Order and
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1 Judgment should be entered; (b) consider any timely objections to this Settlement
2 and the Parties' responses to such objections; (c) rule on any application for
3 Attorneys' Fees and Expenses; (d) rule on any application for Service Awards; and
4 (e) determine whether the Plan of Allocation that will be submitted by Class Counsel
5 should be approved.

6 25. Any Settlement Class Member who files and serves a written objection
7 shall have the right to appear and be heard at the Fairness Hearing, either personally
8 or through an attorney retained at the Class Member's expense. Any Settlement Class
9 Member who intends to appear at the Fairness Hearing either in person or through
10 counsel must file with the Clerk of Court and provide all counsel listed in paragraph
11 27, no later than twenty-one (21) days before the Fairness Hearing, a written notice
12 of intention to appear. Failure to file a notice of intention to appear will result in the
13 Court declining to hear the objecting Class Member or the Class Member's counsel
14 at the Fairness Hearing.

15 26. Class Counsel shall file their applications for Attorneys' Fees and
16 Expenses prior to the Fairness Hearing, in accordance with the terms set forth in
17 Section VII of the Settlement Agreement.

18 27. Service of all papers on counsel for the Parties shall be made as follows:
19 for Class Counsel, to: A. Barry Cappello, Cappello & Noël LLP, 831 State Street,
20 Santa Barbara, CA 93101, Robert J. Nelson, Esq. at Lieff, Cabraser, Heimann &
21 Bernstein, 275 Battery Street, Suite 2900, San Francisco, CA 94111, and Juli Farris
22 Esq. at Keller Rohrback LLP, 801 Garden Street, Suite 301, Santa Barbara, CA
23 93101; and for Sable's and PPC's Counsel, to: Jessica Stebbins Bina, Esq. at Latham
24 & Watkins, 10250 Constellation Blvd, Suite 1100, Century City, CA 90067.

25 28. Any Class Member who does not make an objection in the time and
26 manner provided shall be deemed to have waived such objection and forever shall be
27 foreclosed from making any objection to the fairness or adequacy of the proposed
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1 Settlement, the payment of attorneys’ fees and expenses and service awards, the Plan
2 of Allocation, the Final Approval Order, and the Judgment.

3 29. In the event that the proposed Settlement is not approved by the Court,
4 or in the event that the Settlement Agreement becomes null and void pursuant to its
5 terms, this Order and all Orders entered in connection therewith shall become null
6 and void, shall be of no further force and effect, and shall not be used or referred to
7 for any purposes whatsoever in this Action or in any other case or controversy. In
8 such event, the Settlement Agreement and all negotiations and proceedings directly
9 related thereto shall be deemed to be without prejudice to the rights of any and all of
10 the Parties, who shall be restored to their respective positions as of the date and time
11 immediately preceding the execution of the Settlement Agreement.

12 30. The Court may, for good cause, extend any of the deadlines set forth in
13 this Order without further notice to the Class Members. The Fairness Hearing may,
14 from time to time and without further notice to the Class Members, be continued by
15 order of the Court.

16 31. The following schedule is hereby ordered:
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Notice to be Completed	(30 days after Preliminary Approval)
Opt Out Request Deadline	(45 days after Notice Date)
Motion for Final Approval of Settlement; Motion for Attorneys’ Fees and Costs and Service Awards	(35 days before Fairness Hearing)
Objection Deadline	(25 days before Fairness Hearing)

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Last day to file Replies in support of Motions for Final Approval, Attorneys' Fees and Expenses, and Service Awards	(15 days before Fairness Hearing)
Fairness Hearing	(at least 90 days after Notice Date)

IT IS SO ORDERED.

Dated:

Hon. Philip S. Gutierrez