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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

DEAN BEAVER, et al.,  
  
Plaintiffs,  
  
v.  
  
OMNI HOTELS MANAGEMENT  
CORPORATION, et al.,  
  
Defendants.

Case No.: 20-cv-00191-AJB-DEB

**ORDER GRANTING JOINT  
MOTION FOR PRELIMINARY  
APPROVAL OF CLASS ACTION  
SETTLEMENT**

(Doc. No. 181)

Before the Court is the Joint Motion for Preliminary Approval of Class Action Settlement filed by Plaintiffs Dean and Laurie Beaver (collectively, “the Beavers”) and Defendants Omni Hotels Management Corporation; LC Brokerage Corp.; LC INVESTMENT 2010, LLC; William Ims; and Brett Alexander Combs (collectively, “Omni”). (Doc. No. 181.)<sup>1</sup> On May 7, 2026, the Court heard the motion. (Doc. No. 189.)

For the reasons set forth below, the Court **GRANTS** the joint motion. (Doc. No. 181.)

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<sup>1</sup> Page citations refer to the pagination generated by the Case Management/Electronic Case Files system.

1 **I. BACKGROUND**

2 Omni operates the Omni La Costa Resort and Spa, which offers approximately 600  
3 hotel rooms and villas for lodging. (Doc. No. 163 at 2.) Although Omni owns the hotel  
4 rooms, private individuals such as the Beavers own the villas. (*Id.*) Additionally, instead  
5 of renting out the villas themselves, most of the private individuals rent out their villas  
6 through Omni under a Rental Management Agreement (“Agreement”). (*Id.*)

7 The Beavers initiated this action in January 2020, alleging Omni violated the  
8 Agreement by intentionally steering guests towards Omni’s hotel rooms instead of the  
9 private individuals’ villas. (*Id.* at 3; *see also* Doc. Nos. 1 ¶ 9; 31 ¶ 9.)

10 Following the Court’s certification of a “Class” consisting of villa owners who  
11 participated in the Agreement, the parties cross-moved for summary judgment. (Doc. Nos.  
12 71; 116; 117.) Omni prevailed. (Doc. No. 163.) Shortly thereafter, Omni moved for an  
13 award of nearly \$1.45 million in attorney fees, costs, and expenses, as authorized by the  
14 Agreement. (Doc. No. 165.)

15 The parties have now reached an agreement under which Omni would waive its  
16 rights to fees, costs, and expenses against the Beavers while the Beavers and the other Class  
17 members would waive their right to appeal this Court’s summary judgment order. (Doc.  
18 No. 181 at 6, 9.) The parties thus seek the Court’s preliminary approval of their proposed  
19 class action settlement pursuant to Federal Rule of Civil Procedure 23(e). (*Id.*)

20 **II. THE PROPOSED SETTLEMENT AGREEMENT<sup>2</sup>**

21 The parties characterize the proposed settlement agreement as a “mutual walkaway.”  
22 (*Id.* at 16.) Specifically, Omni will release its claims for attorney fees and costs while the  
23 Class will waive its ability to appeal the Court’s rulings in this Action. (Doc. No. 181-1 at  
24 20–21.) Both sides will also waive the protections of California Civil Code § 1542. (*Id.* at  
25 21–22.) Furthermore, each party will bear its own costs and expenses. (*Id.* at 23.)  
26  
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28 <sup>2</sup> The proposed settlement agreement and notice are attached as Exhibits A and B to this Order.

1 By entering the proposed settlement, any clouds on the Class members’ titles created  
2 by this Action would be lifted. (*See* Doc. No. 181 at 15.) Additionally, to the extent this  
3 litigation has impacted the working relationship between the Class members and Omni—  
4 one which remains ongoing—a final resolution through the proposed settlement should  
5 eliminate such impacts. (*See id.*)

6 The parties would notify the class members of the proposed settlement by two  
7 methods.

8 First, the parties intend to have The Angeion Group (“Angeion”) serve as the  
9 Settlement Notice Administrator. (Doc. Nos. 181 at 10; 181-1 at 7–8 ¶ 32.) Angeion would  
10 mail notice of the proposed settlement to all class members and update the pre-existing  
11 class website. (Doc. Nos. 181 at 10; 181-1 at 8 ¶ 35.) The mailed notice would be sent  
12 between 21 and 30 days after the Court’s preliminary approval of the notice. (Doc. Nos.  
13 181 at 10–11; 181-1 at 8 ¶ 36.) In the event a notice is returned as undeliverable, Angeion  
14 would perform a skip trace using information from Omni. (Doc. No. 181-1 at 9 ¶ 37.)

15 Second, Omni would also email notice of the proposed settlement to all Class  
16 members. (Doc. Nos. 181 at 11; 181-1 at 8 ¶ 35.) The emailed notice would be sent 21 days  
17 after the Court’s preliminary approval of the notice. (Doc. No. 181 at 11.)

18 The first page of the proposed notice explains to recipients that they had previously  
19 been included as a Class member in this Action. (Doc. No. 181-1 at 34.) It provides a brief  
20 history of this litigation and explains that, under the proposed settlement, “[e]ach party will  
21 bear their own attorneys’ fees and costs and the named plaintiffs will avoid the risk of  
22 having to pay \$1.45 million in attorneys’ fees to [Omni].” (*Id.*) It also explains that  
23 recipients may “do nothing,” “object,” and/or “go to the final fairness hearing.” (*Id.*)

24 The rest of the proposed notice provides more details about the Action, who the  
25 proposed settlement impacts, the terms of the proposed settlement, Plaintiffs’ counsel, how  
26 recipients may act in response to the proposed notice, and how to obtain more information  
27 about the proposed settlement. (*Id.* at 35–40.)  
28

1 The proposed notice would inform recipients that they “can tell the Court that you  
2 don’t agree with the settlement or some part of it.” (*Id.* at 39.) To object, a recipient “must  
3 file a written objection with the Court and serve copies on Class Counsel, [Omni’s]  
4 counsel, and the Settlement Administrator” by a to-be-determined date. (*Id.*) Written  
5 objections must include the objector’s contact information, the factual and legal basis for  
6 an objection, the name and contact information for any attorney assisting the objector, a  
7 statement indicating whether the objector intends to appear at the final approval hearing,  
8 and the objector’s signature. (*Id.*)

### 9 III. LEGAL STANDARD

10 “The claims, issues, or defenses of a certified class . . . may be settled, voluntarily  
11 dismissed, or compromised only with the court’s approval.” Fed. R. Civ. P. 23(e). Class  
12 members must be provided “notice in a reasonable manner” of a proposed settlement. Fed.  
13 R. Civ. P. 23(e)(1). Further, a court may only approve a proposed settlement “after a  
14 hearing and only on finding that it is fair, reasonable and adequate.” Fed. R. Civ. P.  
15 23(e)(2). “Under this standard, district courts can neither rubberstamp the settlement nor  
16 unduly meddle in the parties’ affairs.” *In re Cal. Pizza Kitchen Data Breach Litig.*  
17 (*“CPK”*), 129 F.4th 667, 674 (9th Cir. 2025).

18 A settlement notice must “present information about a proposed settlement neutrally,  
19 simply, and understandably.” *Rodriguez v. W. Publ’g Corp.*, 563 F.3d 948, 962 (9th Cir.  
20 2009). “Notice is satisfactory if it ‘generally describes the terms of the settlement in  
21 sufficient detail to alert those with adverse viewpoints to investigate and to come forward  
22 and be heard.’” *Id.* (quoting *Churchill Vill., LLC v. Gen. Elec.*, 361 F.3d 566, 575 (9th Cir.  
23 2004)).

24 In considering whether to approve a proposed settlement, courts examine the fairness  
25 of “the settlement taken as a whole, rather than the individual component parts.” *Hanlon*  
26 *v. Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir. 1998), *overruled on other grounds by*  
27 *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338 (2011).

28 The court’s examination must consider whether:

- 1 (A) the class representatives and class counsel have adequately represented
- 2 the class;
- 3 (B) the proposal was negotiated at arm’s length;
- 4 (C) the relief provided for the class is adequate, taking into account:
  - 5 (i) the costs, risks, and delay of trial and appeal;
  - 6 (ii) the effectiveness of any proposed method of distributing relief to the
  - 7 class, including the method of processing class-member claims;
  - 8 (iii) the terms of any proposed award of attorney’s fees, including timing
  - 9 of payment; and
  - 10 (iv) any agreement required to be identified under Rule 23(e)(3); and
- 11 (D) the proposal treats class members equitably relative to each other.

12 Fed. R. Civ. P. 23(e)(2).

13 These factors “bake[] into the text of Rule 23(e)” the key factors that Ninth Circuit

14 courts have traditionally considered:

- 15 (1) the strength of the plaintiff’s case; (2) the risk, expense, complexity, and
- 16 likely duration of further litigation; (3) the risk of maintaining class action
- 17 status throughout the trial; (4) the amount offered in settlement; (5) the extent
- 18 of discovery completed and the stage of the proceedings; (6) the experience
- 19 and views of counsel; (7) the presence of a governmental participant; and
- 20 (8) the reaction of the class members to the proposed settlement.

21 *CPK*, 129 F.4th at 674; *Kim v. Allison*, 8 F.4th 1170, 1178 (9th Cir. 2021).

22 “The district court’s [final] approval order must show not only that ‘it has explored

23 [these] factors comprehensively,’ but also that the settlement is ‘not[] the product of

24 collusion among the negotiating parties.’” *In re Bluetooth Headset Prod. Liab. Litig.*

25 (“*Bluetooth*”), 654 F.3d 935, 947 (9th Cir. 2011) (quoting *In re Mego Fin. Corp. Sec. Litig.*

26 (“*Mego*”), 213 F.3d 454, 458 (9th Cir. 2000), *as amended* (June 19, 2000)). “However,

27 some of the . . . factors cannot be fully assessed until the court conducts its fairness

28 hearing.” *Zwicky v. Diamond Resorts Mgmt., Inc.*, 343 F.R.D. 101, 119 (D. Ariz. 2022).

Thus, at the preliminary approval stage, courts need only evaluate whether the proposed settlement (1) appears to be the product of serious, informed, non-collusive negotiations, (2) has no obvious deficiency, (3) does not improperly grant preferential treatment to class representatives or segments of the class and (4) falls within the range of possible approval.

1 *Id.* (internal quotation marks and citation omitted).

2 **IV. DISCUSSION**

3 **A. Rule 23(e)(2) Factors**

4 **1. Adequacy of Representation by Class Representatives**

5 When analyzing the adequacy of representation, courts consider two questions:  
6 “(1) do the named plaintiffs and their counsel have any conflicts of interest with other class  
7 members, and (2) will the named plaintiffs and their counsel prosecute the action  
8 vigorously on behalf of the class?” *Evon v. Law Offices of Sidney Mickell*, 688 F.3d 1015,  
9 1031 (9th Cir. 2012).<sup>3</sup>

10 The Beavers assert that they and Class counsel do not have any “fundamental”  
11 conflict with the class that would render their representation of the Class inadequate. (Doc.  
12 No. 187 at 4–5 & n.2.) In particular, they claim that “[w]hile it is true that the Beavers face  
13 a risk of an adverse attorneys fee award that the rest of the class does not, this is not a  
14 fundamental difference.” (*Id.* at 5.) They further define a “fundamental” conflict as one  
15 that “goes to the specific issues in controversy, or where some plaintiffs claim to have been  
16 harmed by conduct that benefited other members of the class, resulting in an inability to  
17 ‘vigorously’ prosecute the interests of absent class members.” (*Id.* (citing *Allied*  
18 *Orthopedic Appliances, Inc. v. Tyco Healthcare Grp. L.P.*, 247 F.R.D. 156, 177 (C.D. Cal.  
19 2007).) The parties also represent that the Beavers have adequately represented the Class  
20 “over five years of hard-fought litigation.” (Doc. No. 181 at 14–15; *see also* Doc. No. 187  
21 at 2.)

22 Here, the Court agrees that the Beavers have adequately represented the Class  
23 through the summary judgment proceedings.

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27 <sup>3</sup> *Evon* addressed the adequacy of representation in the context of certifying a class. *See id.* However,  
28 these questions are also relevant to whether class representatives can adequately represent the class in  
settlement discussions. *See Rodriguez*, 563 F.3d at 959 (“An absence of material conflicts of interest  
between the named plaintiffs and their counsel with other class members is central to adequacy”).

1           However, the risk of an adverse attorney fee award against the Beavers gives the  
2 Court pause. Omni has moved for attorney fees against the Beavers. (Doc. No. 165.)  
3 Although the Court denied the motion without prejudice pending its resolution of the  
4 present motion (Doc. No. 182), there is an appearance of impropriety in the Beavers, Class  
5 counsel, and Omni agreeing for the Class members to waive their right to appeal in  
6 exchange for, in part, Omni waiving its right to seek attorney fees against the Beavers. The  
7 Beavers’ desire to avoid such fees may present a divergent monetary interest “that set[s]  
8 them apart from other members of the class.” *Rodriguez*, 563 F.3d at 960.

9           Furthermore, “Class counsel ha[ve] a fiduciary duty to the class as a whole ‘and it  
10 includes reporting potential conflict issues’ to the district court.” *Radcliffe v. Experian Info.*  
11 *Sols. Inc.*, 715 F.3d 1157, 1167 (9th Cir. 2013). Where a class counsel represents clients  
12 with conflicting interests, he or she has an obligation “to obtain a waiver for the conflict or  
13 to contain the conflict by alerting the district court.” *Id.*

14           In light of these concerns, the Court is inclined to grant preliminary approval to give  
15 the Class members an opportunity to explore these potential conflicts, provide any  
16 necessary written waivers if they are so inclined, and address whether these potential  
17 conflicts render the Beavers’ and Class counsel’s performance inadequate.

## 18           **2. Signs of Collusion**

19           Courts must ensure that a class settlement is “not . . . the product of collusion among  
20 the negotiating parties.” *See Mego*, 213 F.3d at 458. Courts “must be particularly vigilant  
21 not only for explicit collusion, but also for more subtle signs that class counsel have  
22 allowed pursuit of their own self-interests and that of certain class members to infect the  
23 negotiations.” *Bluetooth*, 654 F.3d at 947 (citations omitted). The Ninth Circuit has  
24 recognized three “hallmarks” of collusion. *See Briseño v. Henderson*, 998 F.3d 1014,  
25 1025–27 (9th Cir. 2021). These red flags are:

- 26           (1) when class counsel receive a disproportionate distribution of the settlement, or  
27           when the class receives no monetary distribution but class counsel are amply  
28           rewarded;

1 (2) a “clear sailing” provision under which attorney fees are paid separate and apart  
2 from class funds, which allows a defendant to pay class counsel excessive fees  
3 and costs in exchange for counsel accepting an unfair settlement on behalf of the  
4 class; and

5 (3) a “reverter” provision under which unawarded fees revert to the defendants and  
6 are not added to a class fund.

7 *Bluetooth*, 654 F.3d at 947. Ninth Circuit courts must look for these *Bluetooth* factors when  
8 evaluating pre- and post-class certification settlements. *Briseño*, 998 F.3d at 1026.

9 In their joint motion, the parties assert that a “settlement is presumed to be fair if it  
10 is reached in arm’s length negotiations after sufficient discovery has taken place.” (Doc.  
11 No. 181 at 13 (citing *In re Tableware Antitrust Litig.*, 484 F. Supp. 2d 1078, 1079 (N.D.  
12 Cal. 2007).) Against this backdrop, the parties note the proposed settlement follows “years  
13 of discovery, the certification of the class, and the cross-motions for summary judgment.”  
14 (*Id.*) The parties add that they engaged in “direct negotiations over several weeks”  
15 following the Court’s summary judgment order. (*Id.*) Based on this information, the parties  
16 reason that the proposed settlement “is informed and at arm’s length,” resulting in “a non-  
17 collusive settlement that weighs strongly in favor of preliminary approval.” (*Id.* at 14.)

18 None of the hallmarks of collusion is present. The proposed settlement enables the  
19 parties to “walk away” from this litigation, meaning that there is no monetary distribution  
20 to the Class. (*See generally* Doc. No. 181-1 at 13–32, 34 (“Under the proposed settlement,  
21 there will be no monetary payment to the Class”).) Instead, each party will bear its own  
22 attorney fees and costs. (*Id.* at 23.) Under these circumstances, Class counsel will not  
23 receive a disproportionate share of the settlement, much less be “amply rewarded.”  
24 *Bluetooth*, 654 F.3d at 947. Nor is there a “clear sailing” or a “reverter” provision. *See id.*

25 Nevertheless, the exchange of the Class members’ appeal rights for the Beavers’  
26 ability to escape any fee obligation raises the question of whether Class counsel and the  
27 Beavers have allowed the Beavers’ self-interests “to infect the negotiations.” *See id.*

28 Under these circumstances, the Court is inclined to grant preliminary approval to  
give the Class members an opportunity to address any potential risk of collusion.

1                   **3. Adequacy of Relief**

2                   “To evaluate adequacy, courts primarily consider plaintiffs’ expected recovery  
3 balanced against the value of the settlement offer.” *Tableware*, 484 F. Supp. 2d at 1080  
4 (citations omitted). “It is well-settled law that a cash settlement amounting to only a  
5 fraction of the potential recovery does not per se render the settlement inadequate or  
6 unfair.” *Mego*, 213 F.3d at 459 (quoting *Officers for Just v. Civ. Serv. Comm’n*, 688 F.2d  
7 615, 628 (9th Cir. 1982)). Indeed, “courts do not have a duty to maximize settlement value  
8 for class members.” *CPK*, 129 F.4th at 678.

9                   **a. Amount of recovery**

10                  The proposed settlement agreement does not provide the Class any recovery. (Doc.  
11 No. 181 at 14; *see also* Doc. No. 181-1 at 34.) Given that the Court granted summary  
12 judgment in favor of Omni (Doc. No. 163), it appears reasonable that the Class would not  
13 receive any recovery. This factor is therefore neutral at worst.

14                   **b. Strength of the Class’s case; risk, expense, complexity, and**  
15 **likely duration; and risk of maintaining class action status**

16                  When assessing “the costs, risks, and delay of trial and appeal,” Fed. R. Civ. P.  
17 23(e)(2)(C)(i), Ninth Circuit courts evaluate “the strength of the plaintiffs’ case; the risk,  
18 expense, complexity, and likely duration of further litigation; [and] the risk of maintaining  
19 class action status throughout the trial.” *Hanlon*, 150 F.3d at 1026. It “is the very  
20 uncertainty of outcome in litigation and avoidance of wasteful and expensive litigation that  
21 induce consensual settlements.” *Officers for Just.*, 688 F.2d at 628. “In most situations,  
22 unless the settlement is clearly inadequate, its acceptance and approval are preferable to  
23 lengthy and expensive litigation with uncertain results.” *Nat’l Rural Telecomm. Coop. v.*  
24 *DIRECTV, Inc.*, 221 F.R.D. 523, 526 (C.D. Cal. 2004) (citation omitted).

25                  The Court previously determined that the Class’s case lacks merit because “all of  
26 the conduct that [the Class] challenge[s] is clearly contemplated by, and disclosed in, the  
27 contract.” (Doc. No. 163 at 4–5.)  
28

1 In light of the Court’s determination, the Class notes that the only way to move  
2 forward with their claims is via an appeal. (*See* Doc. No. 181 at 16.) However, they admit  
3 that the “costs, risks, and delay of an appeal are significant” and that their “chances of  
4 prevailing are highly uncertain.” (*Id.*) Furthermore, Omni could become entitled to  
5 additional attorney fees following an appeal. (*Id.*)

6 Should the Class pursue an appeal, the appeal process can take over a year. *See, e.g.*,  
7 Frequently Asked Questions (updated December 2023) at 6, United States Court of  
8 Appeals for the Ninth Circuit,  
9 [https://cdn.ca9.uscourts.gov/datastore/general/2016/12/01/FAQ\\_General.pdf](https://cdn.ca9.uscourts.gov/datastore/general/2016/12/01/FAQ_General.pdf).

10 Given the risks, uncertainty, and potential delay, this factor weighs in favor of  
11 preliminary approval.

12 **c. Proposed award of attorney fees and litigation costs**

13 Each party will bear its own attorney fees and litigation costs under the terms of the  
14 proposed settlement. This factor is therefore inapplicable or neutral at worst.

15 **d. Effectiveness of the proposed distribution method**

16 The proposed settlement agreement does not provide the Class any recovery. (Doc.  
17 No. 181 at 14; *see also* Doc. No. 181-1 at 34.) This factor is therefore inapplicable or  
18 neutral at worst.

19 \* \* \*

20 Considering the adequacy of relief factors as a whole, one factor weighs in favor of  
21 preliminary approval or is neutral at worst; one factor weighs in favor of preliminary  
22 approval; and two factors are inapplicable or neutral at worst. Under these circumstances,  
23 the adequacy of relief factors together weigh in favor of preliminary approval.

24 **4. Equitable Treatment of Class members**

25 The parties claim that the proposed settlement will treat all Class members  
26 “equitably relative to each other,” so the Court should grant preliminary approval. (Doc.  
27 No. 181 at 14–15.)

1 This is, however, not entirely accurate. The Beavers have acknowledged that they  
2 will receive an “extra benefit” that the unnamed Class members will not because the  
3 Beavers “will avoid their attorneys fee exposure by entering into this settlement.” (Doc.  
4 No. 181-1 at 10 ¶ 45.)

5 Nevertheless, the proposed settlement agreement is not so lopsided towards the  
6 Beavers that “the relief afforded by the settlement has [no] value to the class members, yet  
7 to obtain it [the Class members] had to relinquish [a] right.” *Koby v. ARS Nat’l Servs., Inc.*,  
8 846 F.3d 1071, 1079 (9th Cir. 2017). The Court is instead persuaded that the unnamed  
9 Class members will receive material benefits in the form of the lifting of any clouds on  
10 their villa titles and the elimination of impacts on their continuing contractual relationships  
11 with Omni. (*See* Doc. No. 181 at 15.)

12 Under these circumstances, this factor weighs in favor of preliminary approval,  
13 which would allow Class members the opportunity to identify and raise any concerns if  
14 they believe the settlement produces any inequitable treatment.

15 **B. Additional Ninth Circuit Factors**

16 **1. Experience and Views of Counsel**

17 “Parties represented by competent counsel are better positioned than courts to  
18 produce a settlement that fairly reflects each party’s expected outcome in litigation.” *In re*  
19 *Pac. Enter. Sec. Litig.*, 47 F.3d 373, 378 (9th Cir. 1995). “Great weight is [thus] accorded  
20 to the recommendation of counsel, who are most closely acquainted with the facts of the  
21 underlying litigation.” *Nat’l Rural Telecomm. Coop.*, 221 F.R.D. at 529 (citation and  
22 internal quotation marks omitted).

23 Here, “[b]oth Parties are represented by experienced counsel and their mutual desire  
24 to adopt the terms of the proposed settlement, while not conclusive, is entitled to [a] great  
25 deal of weight.” *In re Immune Response Sec. Litig.*, 497 F. Supp. 2d 1166, 1174 (S.D. Cal.  
26 2007) (citations omitted). (*See also* Doc. No. 181 at 16–17.)

27 This factor weighs in favor of preliminary approval.  
28

1                   **2.     Reaction of Class Members**

2                   “It is established that the absence of a large number of objections to a proposed class  
3 action settlement raises a strong presumption that the terms of a proposed class action  
4 settlement are favorable to the class members.” *In re Omnivision Techs., Inc.*, 559 F. Supp.  
5 2d 1036, 1043 (N.D. Cal. 2008) (quoting *Nat’l Rural Telecomm. Coop.*, 221 F.R.D. at  
6 528–29).

7                   At this stage, the parties have not yet notified all of the unnamed Class members of  
8 the proposed settlement agreement. Nevertheless, Frank Grange, one of the Class members,  
9 has indicated that he will “not object to a mutual resolution that allows both parties to walk  
10 away from further litigation, particularly given that such a resolution would spare Dean  
11 and Laurie Beaver from the substantial financial risk and potential burden that a million-  
12 dollar fee award would impose.” (Doc. No. 181-2 ¶ 14.)

13                   Because not all Class members have had an opportunity to weigh in, this factor is  
14 neutral.

15                   **3.     Presence of a Government Actor**

16                   The presence of a governmental participant in a class action settlement generally  
17 weighs in favor of approval. *See J.L. v. Ciccinelli*, No. 18-cv-04914-NC, 2019 WL  
18 6911973, at \*3 (N.D. Cal. Dec. 18, 2019).

19                   Here, no government actor has participated in any stage of this litigation. This factor  
20 is therefore neutral.

21                   **4.     Incentive Awards for Named Plaintiffs**

22                   The proposed settlement agreement does not call for incentive awards for the  
23 Beavers. This factor is therefore neutral.

24                   **5.     Settlement Administration, Form and Method of Proposed Notice**

25                   To ultimately approve a class action settlement, a district court must ensure the class  
26 members were notified of the proceedings; had the opportunity to opt out or, for those who  
27 remain in the settlement, to object to any of the settlement’s terms; and had the chance to  
28 appear at a fairness hearing. Fed. R. Civ. P. 23(c)(2), (e)(1), (e)(5).

1 Rules 23(c)(2)(B) and (e)(1) generally require that a settlement class should receive  
2 notice in a reasonable manner, and that the notice be “the best notice that is practicable  
3 under the circumstances, including individual notice to all members who can be identified  
4 through reasonable effort.” Fed. R. Civ. P. 23(c)(2)(B). Regular mail, electronic mail, and  
5 other appropriate means should all be considered. *Id.* “Notice is satisfactory if it ‘generally  
6 describes the terms of the settlement in sufficient detail to alert those with adverse  
7 viewpoints to investigate and to come forward and be heard.’” *Churchill Vill.*, 361 F.3d at  
8 575 (quoting *Mendoza v. Tucson Sch. Dist. No. 1*, 623 F.2d 1338, 1352 (9th Cir. 1980)).

9 The parties propose using Angeion to serve as the Settlement Notice Administrator.  
10 (Doc. No. 181 at 10–11.) The parties do not offer any explanation as to who would bear  
11 the costs, if any, of using Angeion in this role. (*See generally* Doc. No. 181.) The parties  
12 also propose that Omni can serve as a secondary channel by which to notify the unnamed  
13 Class members of the proposed settlement. (*Id.* at 11.)

14 The proposed notice does not raise any concerns to the Court. This factor is therefore  
15 neutral.

16 \* \* \*

17 Under these circumstances, the Court finds that the proposed settlement agreement  
18 appears to be the product of serious and informed negotiations and falls within the range  
19 of possible approval. *See Zwicky*, 343 F.R.D. at 119. Although the Court has some  
20 concerns, preliminary approval appears to be warranted so that the parties may have an  
21 opportunity to address those concerns with the Class members.

22 **V. CONCLUSION**

23 For the foregoing reasons, the Joint Motion is **GRANTED**. (Doc. No. 181.) The  
24 Clerk of Court is **DIRECTED** to re-open the case to facilitate the resolution of the  
25 proposed settlement agreement.

26 The Court accordingly **SETS** the following schedule:


- 27 • On or before **June 4, 2026**, Omni must provide the proposed settlement  
28 agreement and notice to Angeion. Angeion must, in turn, ensure the

1 Class website is updated to incorporate the settlement notice by this  
2 date. Omni must also email the proposed settlement and notice to all  
3 Class members.

- 4 • On or before **June 15, 2026**, Angeion must mail the notice and  
5 proposed settlement agreement to all Class members.
- 6 • On or before **July 15, 2026**, Class members must submit any objections  
7 to the Court and serve copies of the objection(s) to Class counsel,  
8 Omni’s counsel, and Angeion.
- 9 • On **August 27, 2026 at 10:00 a.m.**, the undersigned will hold a final  
10 approval hearing in Courtroom 4A.

11 **IT IS SO ORDERED.**

12 Dated: May 12, 2026

13   
14 Hon. Anthony J. Battaglia  
15 United States District Judge  
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