

**If you owned a villa at the Omni La Costa Resort & Spa and entered into a Rental Management Agreement with LC Brokerage Corp., a class action settlement may affect your rights.**

A federal court authorized this notice. This is not a solicitation from a lawyer.

- You have already been included as a class member in *Beaver, et al. v. Omni Hotels Management Corporation, et al.*, Case No. 20-cv-00191-AJB-DEB, related to the rental management program at the Omni La Costa Resort & Spa.
- A proposed settlement will resolve this lawsuit brought by Dean and Laurie Beaver against Omni Hotels Management Corporation, LC Brokerage Corp., LC Investment 2010, LLC, Brett Alexander Combs, William Ims and Kelly Ginsberg (collectively, "Defendants").
- The lawsuit alleged that Defendants violated California and federal law in their management of villa rentals under a form Rental Management Agreement (RMA). Defendants deny all allegations and assert they have done nothing wrong.
- On July 21, 2025, the Court granted summary judgment in favor of Defendants on all claims, meaning the Plaintiffs and the Class lost their claims, although they still have the right to appeal.
- The Parties have now agreed to settle all remaining matters, with each side providing a release to the other.
- Under the proposed settlement, there will be no monetary payment to the Class. Each party will bear their own attorneys' fees and costs and the named plaintiffs will avoid the risk of having to pay \$1.45 million in attorneys' fees to Defendants.
- **Your legal rights are affected whether you act or don't act. Read this notice carefully.**

<b>WHAT ARE YOUR OPTIONS?</b>	
<b>DO NOTHING</b>	If you do nothing and the Court approves the proposed settlement, you will be bound by the settlement and will release your claims against Defendants as described in the Settlement Agreement. You will not receive any payment, but the settlement resolves all matters in the lawsuit and allows all parties to avoid the uncertainty and expense of continued litigation and potential appeals. Additionally, the resolution of this lawsuit may improve the marketability of villa units.
<b>OBJECT</b>	If you do not like all or part of this settlement, you can write to the Judge, who will consider your objection before deciding whether to approve this settlement. <b>The deadline for submitting a written objection is July 15, 2026.</b>
<b>GO TO THE FINAL FAIRNESS HEARING</b>	You are not required to attend or speak at the hearing on this matter, which is called the Final Fairness Hearing. But you may appear at the hearing and ask the Judge to allow you to share your views of the settlement. <b>The Final Fairness Hearing is scheduled for August 27, 2026 at 10:00 a.m.</b>

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## BASIC INFORMATION ABOUT THIS LAWSUIT

### 1. Why did I get this notice?

You or someone in your family joined a class action lawsuit related to the rental management of a villa at the Omni La Costa Resort & Spa.

The Court sent you this notice because you have a right to know about a proposed settlement of the class action lawsuit, and about all of your options, before the Court decides whether to approve the settlement. If the Court approves it and after any objections and appeals, if any, are resolved, the settlement will become final.

This notice explains the lawsuit, the settlement, your legal rights, what benefits are available (if any), who is eligible for them, and how the settlement process works.

The Court in charge of the case is the United States District Court for the Southern District of California, and the case is known as *Beaver, et al. v. Omni Hotels Management Corporation, et al.*, Case No. 20-cv-00191-AJB-DEB. The people who sued are called Plaintiffs, and the companies and people they sued are called the Defendants.

### 2. What is this lawsuit about?

According to the complaint, Plaintiffs alleged that Defendants violated California and federal law by allegedly delegating and/or facilitating delegation or abdication of responsibilities under applicable Rental Management Agreements between Defendant LC Brokerage Corp. and villa owners. Plaintiffs alleged, among other things, that Defendants prioritized rental of Resort-owned hotel rooms above Plaintiff Class-owned villas with respect to setting of rental rates, marketing, and advertising, and that Defendants interfered with the ability of villa owners to rent their properties outside of the Rental Management Agreement.

Defendants dispute all of Plaintiffs' claims and deny that they violated any law or breached any contract.

On July 21, 2025, the Court granted Defendants' Motion for Summary Judgment on all claims and causes of action asserted by Plaintiffs and entered judgment in favor of Defendants. **THIS MEANS THAT THE PLAINTIFFS AND THE CLASS HAVE LOST THE LAWSUIT.**

### 3. Why is this a class action?

In a class action, one or more people called Class Representatives (in this case Dean and Laurie Beaver) sue on behalf of people who have similar claims. All these people are a Class or Class members. One court resolves the issues for all Class members. U.S. District Court Judge Anthony J. Battaglia is in charge of this class action.

You were previously sent notice around January or February 2024 regarding this class action lawsuit that explained in detail the allegations and claims in the case. Because you did not opt out of the Class, you are a member of the class.

### 4. Why is there a settlement?

After the Court granted summary judgment in favor of Defendants, the Parties engaged in settlement negotiations. Both sides recognize the uncertainty and risks inherent in continued

litigation, including potential appeals. Plaintiffs have the right to appeal the judgment, but appeals are expensive and uncertain. Defendants filed motions to recover their attorneys' fees and costs from the Named Plaintiffs, which motions remain pending. Defendants have sought to recover \$1,479,541.69 in attorneys' fees and costs from the Named Plaintiffs. The Named Plaintiffs undertook significant personal and financial risk by pursuing this litigation on behalf of the Class, facing potential liability for attorneys' fees and costs if they were ultimately unsuccessful.

Rather than continue with further litigation, the Parties agreed to settle. That way, they avoid the costs, uncertainty, and risks of further litigation and appeals. In the estimation of Class Counsel, the considerable expense and uncertainty of pursuing an appeal does not justify the potential benefit when weighed against the peaceable enjoyment and resolution that this settlement provides to all parties at this stage. The Class Representatives also desire to avoid further risk of attorneys' fees; to pursue an appeal, a class member would likely need to intervene on their behalf as a new Class Representative and assume the risk of an adverse attorneys' fees award if the Plaintiffs and the Class are not successful on appeal, a risk that Class Counsel does not recommend. The Class Representatives and their attorneys believe the settlement is in the best interests of all Class members under the circumstances.

## WHO IS IN THE SETTLEMENT

### 5. How do I know if I'm in the settlement?

The Court certified the Class on September 18, 2023, and you are a member of the following Class:

*All villa owners who entered the RMA [Rental Management Agreement] with LC Brokerage beginning four years before this action was filed to the present, excluding the defendants/counterclaimants in LC Investment 2010 v. La Costa Investments, San Diego Sup. Court. Case No. 37-2016-3113, or any officers, directors, employees, affiliates and immediate family members of the Defendants.*

A total of three individuals opted out of the Class after receiving notice of the class certification.

### 6. I'm still not sure if I'm included.

If you are still not sure whether you are included in the settlement, you can ask for free help. You can call Ferguson Law at (510) 548-9005 (mention "La Costa Class Action"), email [sam@fergusonlawpc.com](mailto:sam@fergusonlawpc.com) or visit [www.lacostaaction.com](http://www.lacostaaction.com) for more information.

## THE SETTLEMENT TERMS – WHAT THE SETTLEMENT PROVIDES

### 7. What does the settlement provide?

**The settlement provides for mutual releases between the Parties. No monetary payment will be made to the Class or to any Class member.**

Under the settlement:

- **Plaintiffs and the Class will release all claims** against Defendants that were asserted in this lawsuit or that could have been asserted based on the same factual predicate. This includes claims for breach of contract, breach of fiduciary duty, RICO

violations, and all other claims in the lawsuit. Plaintiffs also waive any right to appeal the Court's judgment.

- **Defendants will release all claims** to recover attorneys' fees, expenses, or costs of court incurred in connection with this lawsuit from the Class Representatives and all Class members. Defendants had filed pending motions seeking to recover such fees and costs, which they are giving up as part of this settlement.
- **Each party will bear their own costs.** Each party will pay their own attorneys' fees, filing fees, costs of court, expert fees, and all other expenses incurred in this lawsuit.
- **The Class Representatives** will avoid the risk of \$1,479,541.69 in Defendants' attorneys' fees and costs.

The Parties believe that resolution of the lawsuit on these terms will provide tranquility, peaceable use and enjoyment, and removal of potential clouds or impediments this lawsuit may have had on use and enjoyment, third-party rental, maintenance and operations, mutually beneficial ongoing and future business relationships, and real property values and re-sale values of villas and the Resort.

#### **8. What am I giving up to be part of the settlement?**

If you are a Class member and do not object to the settlement, you will be bound by the settlement once it is approved by the Court. That means you will release all claims against Defendants that were or could have been asserted in this lawsuit. You will not be able to sue, continue to sue, or be part of any other lawsuit against Defendants about the legal issues in this case. All of the Court's orders will apply to you and legally bind you.

The settlement release is limited to claims that were or could have been asserted in this lawsuit. It does not affect any other claims you may have against any person or entity that are unrelated to the matters litigated in this case.

### **THE LAWYERS REPRESENTING YOU**

#### **9. Do I have a lawyer in this case?**

The Court has appointed Sam Ferguson of Ferguson Law PC and Michael Reiser of Reiser Law, P.C. as co-lead class counsel to represent you and other Class members. These lawyers are called Class Counsel. You have not and will not be billed for these lawyers.

#### **10. How will the lawyers be paid?**

Under the settlement, each party will bear their own attorneys' fees and costs. Class Counsel will not receive any payment of attorneys' fees or reimbursement of expenses from Defendants or from the Class. Class Counsel have represented the Class on a contingency basis and will not be paid for their work on this case. Class Counsel have expended over 3,000 hours litigating this case and have spent over \$165,000 on behalf of the Class.

### **OBJECTING TO THE SETTLEMENT**

You can tell the Court that you don't agree with the settlement or some part of it.

### **11. What is an objection?**

You can object to the settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views.

### **12. How do I object to the settlement?**

To object to any part of the settlement, you must file a written objection with the Court and serve copies on Class Counsel, Defendants' counsel, and the Settlement Administrator, no later than July 15, 2026. Your objection will be deemed waived if not timely filed.

Any written objection must include:

- A statement that you are objecting to the settlement in *Beaver v. Omni Hotels Management Corporation, et al.*, Case No.: 20-cv-00191-AJB-DEB;
- Your full name, address, and telephone number;
- The factual and legal basis for your objection;
- The name and contact information of any and all attorneys representing, advising, or assisting you in connection with the objection;
- A statement indicating whether you intend to appear at the Final Approval Hearing; and
- Your personal signature.

Any documents that you wish for the Court to consider must also be attached to the objection.

Class Counsel and Defendants' counsel may respond to any objections, as appropriate.

## **IF YOU DO NOTHING**

### **13. What happens if I do nothing?**

If you do nothing and the Court approves the settlement, you will be bound by the settlement and will release your claims against Defendants as described above. You will not receive any payment. The benefit of the settlement is the avoidance of further litigation costs, uncertainty, and the potential removal of any clouds on property values or business relationships resulting from the pendency of this lawsuit.

## **THE COURT'S FAIRNESS HEARING**

### **14. What is a Fairness Hearing?**

The Court will hold a Fairness Hearing (also called a Final Approval Hearing) to decide whether to approve the settlement. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to approve the settlement.

**15. When and where is the Fairness Hearing?**

The Fairness Hearing will take place on August 27, 2026, at 10:00 a.m. in Courtroom 4A of the United States District Court for the Southern District of California, 221 West Broadway, San Diego, California 92101.

**This date and time may change without further notice to you.** Please check [www.lacostaaclassaction.com](http://www.lacostaaclassaction.com) for updates.

**16. Do I have to attend the hearing?**

You may attend, but do not have to. If you send in a written objection, the Court will consider that objection and you don't have to attend the hearing to speak about it. Class Counsel will answer any questions from the Court about the settlement.

**17. Can I speak at the Fairness Hearing?**

If you wish to speak at the hearing, **you must file an objection as described in Question 12** above, and state in your objection that you intend to appear at the Fairness Hearing.

**GETTING MORE INFORMATION**

**18. Are there more details about the settlement?**

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement and other court documents by visiting [www.lacostaaclassaction.com](http://www.lacostaaclassaction.com). You can also get more information or answers to any questions about the settlement from this same website, by calling Ferguson Law at (510) 548-9005 or emailing [sam@fergusonlawpc.com](mailto:sam@fergusonlawpc.com).

DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE