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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  
**EXHIBIT A TO ORDER GRANTING  
JOINT MOTION FOR  
PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT**  
(Doc. No. 181)

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA**

DEAN BEAVER and LAURIE  
BEAVER,

Plaintiffs,

v.

OMNI HOTELS MANAGEMENT  
CORPORATION, a Delaware Corporation; LC  
BROKERAGE  
CORP., a Delaware Corporation; LC  
INVESTMENT 2010, LLC, a  
Delaware Limited Liability Company;  
WILLIAM IMS, an individual;  
KELLY GINSBERG, an individual; BRETT  
ALEXANDER

COMBS, an individual; and DOES 1 through  
50, inclusive.

Defendants.

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

CLASS ACTION

Judge: Hon. Anthony Battaglia  
Magistrate: Hon. Daniel E. Butcher

**SETTLEMENT AGREEMENT**

This Settlement Agreement (hereinafter the “Agreement,” the terms of which are sometimes referred to as the “Settlement”) is entered into by and between Plaintiffs Dean and Laurie Beaver (collectively, the “Named Plaintiffs”), individually and on behalf of the previously-certified class of individuals and entities for which Named Plaintiffs have been appointed class representatives (the “Plaintiff Class,” which includes Named Plaintiffs Dean Beaver and Laurie Beaver, and each of whom will also be referred to herein individually and collectively as “Class Members”), and Defendants LC Brokerage Corp., Omni Hotels Management Corporation, LC Investment 2010, LLC, Brett Alexander Combs, Kelly Ginsberg, and Williams Ims (collectively, “Defendants”). The Plaintiff Class, including Named Plaintiffs, and Defendants shall herein be referred to as the “Settling Parties.”

I. RECITALS

A. On January 29, 2020, Named Plaintiffs, individually and on behalf of a putative class, filed a Class Action Complaint in the United States District Court for the Southern District of California, entitled *Dean Beaver and Laurie Beaver v. Omni Hotels Management Corporation, LC Brokerage Corp., LC Investment 2010, LLC, Williams Ims, Kelly Ginsberg, and Brett Alexander Combs*, Case No. Case No.: 20-cv-00191-AJB-DEB (the “Action,” ). The Class Action Complaint alleged causes of action for breach of contract, intentional interference with contract, breach of fiduciary duty, aiding and abetting breach of fiduciary duty, violations of Cal. Bus. & Prof. Code § 17299 et seq. (UCL), violations of 18 U.S.C. § 1962(c) (RICO), violations of 18 U.S.C. § 1962(d) (RICO Conspiracy), declaratory relief, unjust enrichment, and accounting. Among other matters, the Class Action Complaint alleged that Defendants violated California and federal law by allegedly delegating and/or facilitating delegation or abdication of responsibilities under applicable Rental Management Agreements (“RMA”) between Defendant LC Brokerage Corp. and the Plaintiff Class members pertaining to third-party rental of Class Member-owned condo-hotel condominium Villas on the grounds of the Omni La Costa Resort & Spa. Specifically, in addition to other allegations set forth therein, Plaintiffs alleged fraud, interference with, breaches of and conspiracy to violate the RMA by Defendants through allegedly prioritizing rental of Resort-owned hotel rooms above Plaintiff Class-owned Villas, including but not limited to with respect to setting of rental rates, marketing, and advertising. Plaintiffs’ Class Action Complaint further alleges that nominal counterparty to the RMA, Defendant LC Brokerage Corp., was operated without regard to corporate formalities, corporate brokerage licensing requirements, as an alter ego of Defendant Omni Hotels Management Corporation, and without disclosing that Defendant Omni Hotels Management Corporation would be performing the functions of the RMA. The Class Action Complaint further alleges that Defendants prohibited or interfered with the ability of the Plaintiff Class to rent their Villas outside of the RMA, including through third-party authorized rental agents and by restricting

non-RMA rental guests from accessing Resort amenities, and charging allegedly excessive costs and expenses under Unit Maintenance and Operations Agreements between the Plaintiff Class and Defendant LC Investment 2010, LLC. Named Plaintiffs and the Plaintiff Class asserted and sought alleged damages and related relief by way of the Class Action Complaint, including but not limited to disgorgement of profits or proceeds, monetary damages, attorneys' fees and treble damages.

B. On April 27, 2020, Defendants filed respective Motions to Dismiss. After briefing, the Court entered an order denying in part and granting in part those motions on March 29, 2021, which among other matters, dismissed with prejudice all claims against former Defendant Kelly Anne Ginsberg. Thereafter, Named Plaintiffs filed their First Amended Class Action Complaint on April 8, 2021, re-asserting the above-described claims and causes of actions as set forth in their original Class Action Complaint and also pleading additional allegations of alter ego.

C. On April 23, 2021, Defendants filed a Motion to Dismiss Plaintiffs' First Amended Class Action Complaint, in which Defendants re-urged the grounds set forth in their prior motions to dismiss and also sought dismissal of Plaintiffs' alter ego allegations. On October 29, 2021, the Court granted in part and denied in part this motion, again dismissing the previously-dismissed causes of action and declining to dismiss Plaintiffs' alter ego allegations.

D. Defendants submitted their Answers to Plaintiffs' First Amended Class Complaint on November 12, 2021, denying the Named Plaintiffs' allegations and asserting various affirmative defenses.

E. On October 21, 2022, after class discovery and initial merits discovery was conducted, Named Plaintiffs filed a Motion for Class Certification ("Class Motion") and Motion for Appointment of Co-Lead Class Counsel, respectively. Following additional briefing regarding the Class Motion, on September 18, 2023, the Court granted the Class Motion, appointed Named

Plaintiffs Dean Beaver and Laurie Beaver as class representatives, and certified a class consisting of the following:

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.

F. On that same date, the Court granted Plaintiffs' Motion for Appointment of Co-Lead Class Counsel and appointed Tyler Meade of the Meade Firm PC, Michael Reiser of Reiser Law PC, and Sam Ferguson of Ferguson Law PC as co-lead class counsel.

G. Following class certification and Court approval of the Class Notice Plan on January 17, 2024, notice of certification and the opportunity to opt out of the class was provided to putative class members, with those who elected not to affirmatively opt out of the class becoming part of the Plaintiff Class. A total of three (3) putative class members affirmatively opted out of the class.

H. Thereafter, merits discovery continued. In total, the parties conducted 18 depositions of fact and expert witnesses and exchanged 80,000 pages of production.

I. On October 15, 2024, the Parties filed respective cross-motions for summary judgment, in addition to multiple motions to strike or exclude various experts. After additional responsive briefing to the same, on July 21, 2025, the Court granted Defendants' Motion for Summary Judgment on all claims and causes of action asserted by Plaintiffs, denied Plaintiffs' Motion for Partial Summary Judgment, and denied as moot the Parties' respective motions to strike or exclude various experts. Having disposed of all claims and causes of action of Plaintiffs, the Clerk of Court entered a Judgment that same date.

J. Subsequent to the filing of the Judgment, Defendants filed a Bill of Costs and Motion for Award of Attorneys' Fees and Costs, respectively, seeking recovery of recoverable statutory costs and attorneys' fees incurred in this Action from Named Plaintiffs. The Clerk of Court set a

hearing for a determination on the Bill of Costs. The Court set a hearing on the Motion for Award of Attorneys' Fees and Costs. Both remain pending.

K. Following prior settlement discussions, a Court-ordered Early Neutral Evaluation Settlement Conference, private mediation, the Court's Order on summary judgment, and the filing of Defendants' Motion for Attorneys' Fees and Costs and its Bill of Costs, the Parties reached agreement to resolve the remaining issues on the terms and conditions set forth in this Settlement Agreement, which is subject to and conditioned upon final Court approval.

L. This Agreement represents a compromise of disputed claims. Defendants deny any and all allegations of liability, fault, wrongdoing or damages allegedly caused with respect to any and all claims asserted or that could have been asserted in the Action. Nonetheless, taking into account the uncertainty and risks inherent in any litigation, and considering among other things the current posture of the case, the granting of summary judgment in favor of Defendants, the benefit of avoiding the expense, inconvenience, and distraction of further litigation, including any appeals of the Judgment, and the perceived benefit, tranquility, and removal of impediments that final resolution of the Action will have on future operations, rental, resale and/or potential resale value of the Villas or the Resort, the Parties have concluded it is desirable and beneficial that any and all outstanding issues concerning the Action be fully and finally settled and terminated in the manner and upon the terms and conditions set forth in this Agreement. The Parties have entered into the terms of this Settlement described herein to fully and finally resolve their disputes.

Therefore, the Parties agree as follows:

## II. CONDITIONS PRECEDENT TO EFFECTIVENESS OF SETTLEMENT

A. This Settlement will become final and effective upon the occurrence of all of the following events:

1. The United States District Court for the Southern District of California (the “Court”) enters an order preliminarily approving the Settlement, the terms of which are set forth in this Agreement. The date the Court enters an order granting preliminary approval of the Settlement will be referred to as the “**Preliminary Approval Date.**”

2. The Court enters an Order and Judgment Granting Final Approval of the Settlement (“Final Judgment”). The date the Court enters the Final Judgment will be referred to as the “**Judgment Entry Date.**”

3. The Effective Date occurs. The “**Effective Date**” will be determined as follows:

(a) The Effective Date will be the Judgment Entry Date unless a Class Member, as detailed in Section V(C), properly submits to the Court a timely objection to the Settlement that is not withdrawn on or before the Judgment Entry Date.

(b) If a Class Member submits to the Court a proper and timely objection to the Settlement that is not withdrawn on or before the Judgment Entry Date, then the Effective Date will be sixty-one (61) days following the Judgment Entry Date, unless that Class Member files a timely notice of appeal of the Final Judgment.

(c) If a Class Member who has submitted to the Court a proper and timely objection to the Settlement also files a timely notice of appeal of the Final Judgment, then the Effective Date will be the date the appeal is dismissed or the Final Judgment is affirmed and no longer subject to mandatory or discretionary appellate review.

B. The Parties and their respective counsel will cooperate with each other and do all things reasonably necessary to obtain preliminary approval of the Settlement, obtain final approval of the Settlement, protect and support the Settlement if an appeal is taken or any other form of judicial review is sought, and otherwise seek to ensure that the Effective Date occurs.

C. If the Effective Date does not occur because the Court or a reviewing court enters a final order or decision disapproving of the Settlement with prejudice, or if the Settlement is terminated by any of the Parties before the Effective Date, or if for other reasons it becomes certain that the Effective Date cannot occur, this Agreement will be void *ab initio* and without any force or effect. Any such disapproval, termination or voiding of the Agreement shall have no force or effect on or otherwise disturb the Order granting summary judgment in favor of Defendants and the Judgment entered based thereon, Defendants' pending Motion for Attorneys' Fees and Bill of Costs, or the release or waivers pertaining to the same set forth herein.

D. Subject to Court approval, and subject to the Parties' right to propose a different administration firm, the Parties agree that Angeion Group will be the Settlement Notice Administrator. The Settlement Administrator will be responsible for: disseminating the Summary Settlement Notice; researching and updating addresses through skip-traces and similar means, if and to the extent necessary; and preparing a declaration regarding its due diligence; and doing such other things as the Parties or the Court may direct in order to effectuate the Settlement and/or notice of the same, with the costs associated with the same being borne by Plaintiffs.

E. Plaintiffs shall promptly submit this Agreement to the Court along with a Motion for Preliminary Approval of Class Action Settlement and Approval of Class Notice of the Proposed Settlement ("Preliminary Approval Motion"; the proposed form for the emailed Summary Class Settlement Notice is attached hereto as **Exhibit A**). The Preliminary Approval Motion will also ask the Court to schedule a fairness hearing on the question of whether the proposed settlement should be finally approved as fair, reasonable, and adequate as to the Class.

### III. SETTLEMENT CONSIDERATION

A. Releases by Plaintiff Class, including Named Plaintiffs. In exchange for the other releases, consideration, promises and exchanges set forth herein, and subject to the Court's approval

under Federal Rule of Civil Procedure 23(e), Named Plaintiffs and the certified Plaintiff Class, as well as each of their respective assigns, executors, trustees, administrators, successors, and agents (collectively, the “Releasing Plaintiff Parties”), fully and finally release, resolve, relinquish, and discharge each, every and all of the Defendants, including Omni Hotels Management Corporation; LC Brokerage Corp. LC Investment 2010, LLC; Brett Alexander Combs; Willam Ims, and any of their respective past, present, or future parents, subsidiaries, affiliates, officers, directors, managers, employees, agents, consultants, independent contractors, licensors, licensees, general partners, limited partners, predecessors, successors, members, principals, insurers, reinsurers, shareholders, attorneys, advisors, representatives, successors, or assigns (collectively, the “Released Defendant Parties”), for and from any and all claims, demands, liabilities, obligations, actions, causes of action, rights, and remedies of every kind and description, whether in law or equity, known or unknown, suspected or unsuspected that (a) were asserted in this Action, or (b) could have been asserted based on the same factual predicate as the claims asserted in this Action.

Without limitation, this release by the Releasing Plaintiff Parties includes claims for breach of contract, breach of fiduciary duty, aiding and abetting breach of contract or fiduciary duty, RICO or RICO conspiracy, declaratory or injunctive relief, unjust enrichment, accounting, restitution, disgorgement, and any form of damages (including statutory, nominal, punitive, exemplary, or multiplied), attorneys’ fees, costs, and expenses. This release also includes a release of claims relating to or arising out of any Rental Management Agreement to which LC Brokerage Corp. is a counterparty.

For the avoidance of doubt, this release by the Releasing Plaintiff Class and Named Plaintiffs is strictly limited to Claims that were or could have been asserted in this action, and does not waive, release, compromise, or affect any other claim, defense, right, or remedy of any Releasing Plaintiff

Class and Named Plaintiffs against any person or entity, including any claim unrelated to the prosecution or defense of this Action.

B. Appellate Waiver. As additional consideration, the Named Plaintiffs and the Plaintiff Class irrevocably waive any and all rights to appeal or otherwise seek review of any Order or Judgment in this Action (including rehearing, reconsideration, or extraordinary relief), and agree to dismiss with prejudice any notice of appeal already filed or necessarily filed to preserve jurisdiction of the Court to approve Settlement and/or the Agreement.

C. Releases by Defendants. In exchange for the other releases, consideration, promises and exchanges set forth herein, Defendants Omni Hotels Management Corporation, LC Brokerage Corp., LC Investment 2010, LLC, Brett Alexander Combs, and William Ims, for themselves and their respective assigns, successors, and agents (collectively, the “Releasing Defendant Parties”) release and discharge only the Named Plaintiffs and all members of the Plaintiff Class, and their respective assigns, successors, and agents (collectively, the “Released Plaintiff Parties”), from any and all claims to recover attorneys’ fees, expenses, or costs of court incurred in connection with this Action— whether taxable or non-taxable; past, present, or future; and whether arising by contract, statute, rule, or otherwise (including, without limitation, Cal. Civ. Code § 1717, Fed. R. Civ. P. 54(d), and CivLR 54.1).

For the avoidance of doubt, this release by the Releasing Defendant Parties is strictly limited to fees, expenses, and costs in this Action and does not waive, release, compromise, or affect any other claim, defense, right, or remedy of any Releasing Defendant Party against any person or entity, including any claim unrelated to the prosecution or defense of this Action.

D. Waiver of Unknown Claims (California Civil Code § 1542). The Parties acknowledge and agree that California Civil Code § 1542 provides:

**“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS  
THAT THE CREDITOR OR RELEASING PARTY DOES NOT**

**KNOW OR SUSPECT TO EXIST IN THEIR FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY THEM, WOULD HAVE MATERIALLY AFFECTED THEIR SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”**

1. Plaintiff-Side Waiver. The Releasing Plaintiff Parties expressly waive and relinquish the protections and benefits of § 1542 (and any similar statute, rule, or doctrine of any jurisdiction) with respect to the full scope of the release granted in Section III.A. The Releasing Plaintiff Parties understand and acknowledge that they may hereafter discover facts in addition to or different from those they now know or believe to be true, but intend the release in Section III.A to be effective as a full and final release of all such matters, whether known or unknown, suspected or unsuspected.

2. Defendant-Side Limited Waiver. Solely with respect to the limited release set forth in Section III.B (i.e., claims to recover attorneys’ fees, expenses, or costs of court incurred in connection with this Action), the Releasing Defendant Parties expressly waive and relinquish the protections and benefits of § 1542 (and any similar statute, rule, or doctrine of any jurisdiction). For the avoidance of doubt, this limited § 1542 waiver does not expand the scope of the release in Section III.B beyond fees, expenses, and costs in this Action and does not waive any other claim, defense, right, or remedy of any Releasing Defendant Party.

3. Advice of Counsel. Each Party represents that they have been advised by counsel of, and fully understand, the significance and consequences of this § 1542 waiver and nonetheless voluntarily elect to waive the protections of § 1542 as set forth above.

E. Avoidance of Further Costs, Expenses, Uncertainty, and Pending and Potential Additional Awards of Fees and Costs. In addition to and in support of additional consideration set forth herein, the Parties agree and acknowledge that Resolution of this Action will avoid the

incurrence of further costs, expenses, and avoid uncertainty for each of the Parties, including but not limited to additional costs of Court and attorneys' fees and expenses.

F. Peaceable Possession, Use and Enjoyment of Property, and Removal of Impediments to Rental, Resale and Future and Ongoing Business Relations. In addition to and in support of additional consideration set forth herein, the Parties agree and acknowledge, without representations, warranties, or guarantees of the effect of the same, that it is believed that resolution of the Action on the terms set forth herein will provide the Parties tranquility, peaceable use and enjoyment, and potential removal of clouds or impediments this Action may have 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.

#### IV. ATTORNEYS' FEES AND LITIGATION EXPENSES

As set forth in Sections III(A), (B), and (D) above, in consideration for the terms and conditions of the Settlement, and conditioned upon preliminary and final approval of this Agreement and Settlement consistent with the terms set forth herein, the Parties agree that each Party will bear its own costs and expenses incurred in connection with or related to this Action, including but not limited to attorneys' fees, filing fees, costs of Court, and expert fees, costs and all other expenses.

#### V. SETTLEMENT ADMINISTRATION

A. Defendants have provided to Class Counsel an Excel spreadsheet that includes, for each Class Member, the person or entities' name, last known mailing address, last known email address, and certain other information, to the extent such information is available in Defendants' records (the "Class List"). Class Counsel is authorized to provide the Class List to the Settlement Notice Administrator. The Class List is designated as **Confidential** and shall be used only for purposes of effectuating or enforcing the terms of this Settlement, including settlement administration.

B. The Parties shall use reasonable and best efforts to ensure that no later than twenty-one (21) days following the Preliminary Approval Date, a representative of Defendant Omni Hotels Management Corporation, through an e-mail address that regularly corresponds with Villa owners, will email all known Class Members, by and through their last known e-mail address and copying a designated e-mail account for the Settlement Notice Administrator, a copy of this Agreement and the Class Settlement Notice. Further and in addition to the foregoing, the Parties agree that the Settlement Administrator will mail the Court-approved Class Settlement Notice to the last-known address of each Class Member, as reflected in the Class List. The date on which the mail notice is disseminated to Class Members is referred to as the "Notice Date." The Settlement Administrator will also within 30-days following the Preliminary Approval Date mail a copy of the Class Settlement Notice to the each class members' last-known mailing address (after performing a skip trace of the addresses assembled on the Class List), t, via first class U.S. Mail, postage pre-paid. Class Counsel is authorized to direct the Settlement Administrator to undertake additional steps to disseminate the Summary Class Notice if mail notice is retruned as undeliverable.

C. Any Class Member who wishes to object to the Settlement must do so in accord with the procedures below. To object to the Settlement, a Class Member must file an objection with the Court and serve copies of the objection on Class Counsel, Defendants' counsel, and the Settlement Administrator, no later than the Objection Deadline. Any written objection must set forth the name of the lawsuit (*Beaver v. Omni Hotels Management Corporation, et al.*, Case No.: 20-cv-00191-AJB-DEB); the Class Member's name, address, and telephone number, state the factual and legal basis for the objection; the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation of submission of the objection or who may profit from the pursuit of the objection; and a statement indicating whether the objector intends to appear at the Final Approval Hearing. Any documents that the objecting

Class Member wishes for the Court to consider must also be attached to the objection. Class Counsel and Defendants' counsel may respond to any objections, as appropriate, either in briefs filed in advance of the Final Approval Hearing or at the Final Approval Hearing. Any Class Member who does not timely and properly object consistent with the foregoing terms and conditions may be considered as having waived their right to appeal and/or object to approval of the Settlement or Agreement, either with the Court or the Ninth Circuit Court of Appeals.

VI. MISCELLANEOUS

A. The Settlement represents a compromise of disputed claims. Nothing contained in this Agreement shall be construed or deemed an admission of liability, culpability, or wrongdoing on the part of any of Defendants, nor shall this Agreement or Settlement be construed as disturbing or otherwise impairing the Court's July 21, 2025 Order Granting Defendants' Motion for Summary Judgment and Denying Plaintiffs' Partial Motion for Summary Judgment and any potential preclusive effect of the same or arguments of Defendants in the future as to the effect of the same.

B. Once finally approved by the Court, this Agreement may be modified only by a writing signed by the Parties or their respective successors-in-interest.

C. This Agreement, including its exhibit, constitutes the entire agreement between the Parties concerning the subject matter hereof. This Agreement and its exhibit will be construed as a whole, and with reference to one another, according to their fair meaning and intent. The Parties agree that the rule of construction that ambiguities in agreements must be construed against the drafting party will not apply in interpreting this Agreement or its exhibits, as the Parties have jointly participated in the drafting of this Agreement.

D. Should appeal be necessary to effectuate the Settlement, the Parties acknowledge that they intend to request that the Court of Appeal stay further proceedings in any such appeal pending completion of the Settlement approval proceedings with the Court. Plaintiffs and Defendants do not

oppose that request and will cooperate with the Parties' counsel in the event a stipulation or other filing is required to request such a stay of the Appeal. No later than seven (7) days after the Effective Date, Plaintiffs shall request and/or effectuate dismissal of any Appeal.

E. The Parties hereby agree to do such things and to execute such other and further documents, writings, and/or instruments as may be necessary or convenient to the performance of this Agreement and/or to assure that its intent, purposes, and/or objects shall be fully and completely carried out. It is the intention of the Parties to comply in all respects with the requirements of federal law and with any local rule of the Court with respect to this Settlement Agreement, the procedure for obtaining court approval, and the procedure for implementing the Settlement.

F. The Parties have been represented by private counsel of their own choice, and the Settlement and releases referred to herein are an arm's-length transaction.

G. Each individual signing this Agreement warrants that he or she has the authority to sign the Agreement on behalf of the Party or Parties for which he or she signs. The entity Defendants warrant that each has obtained all necessary authorizations under their respective organizational documents and under law to make this Agreement binding on it.

H. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument. Signatures may be executed and delivered by email, facsimile, PDF, or other reliable electronic means (including electronic signature platforms such as DocuSign), and any such signature shall have the same force and effect as an original handwritten signature. The parties agree that electronically signed and/or transmitted counterparts are valid and binding under applicable electronic-signature laws..

I. Except as otherwise specifically provided for herein, each Party will bear its own attorneys' fees, costs, and expenses in relation to the Action.

J. The United States District Court for the Southern District of California will retain continuing jurisdiction to interpret and enforce this Agreement, as well as jurisdiction over any and all disputes that arise from or in any way relate to this Agreement. The Parties further agree that this Agreement will be governed and interpreted and enforced in accordance with the laws of the State of California, subject to any applicable federal procedural law.

IN WITNESS WHEREOF, the Parties accept and agree to this Agreement and hereby execute it voluntarily and with a full understanding of its consequences.

Dated: \_\_\_\_\_

\_\_\_\_\_  
DEAN BEAVER, INDIVIDUALLY AND AS  
CLASS REPRESENTATIVE

Dated: \_\_\_\_\_

\_\_\_\_\_  
LAURIE BEAVER, INDIVIDUALLY AND AS  
CLASS REPRESENTATIVE

Dated: \_\_\_\_\_

OMNI HOTELS MANAGEMENT CORPORATION

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

LC BROKERAGE CORP.

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

LC INVESTMENT 2010, LLC

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

DRAFT

Dated: \_\_\_\_\_

WILLIAM IMS

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

DRAFT

Dated: \_\_\_\_\_

KELLY GINSBERG

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

DRAFT

Dated: \_\_\_\_\_

BRETT ALEXANDER COMBS

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

DRAFT

APPROVED AS TO FORM:

Dated: \_\_\_\_\_

FERGUSON LAW PC  
REISER LAW P.C.

Sam Ferguson  
Co-Lead Counsel for Plaintiff Class

Dated: \_\_\_\_\_

HOBLIT DARLING RALLS HERNANDEZ &  
HUDLOW, LLP

---

MICHAEL D. HUDLOW JR.

and

PROCOPIO, CORY, HARGREAVES &  
SAVITCH LLP

Sean M. Sullivan  
Attorneys for Defendants

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