

Michael J. Reiser (133621)
Matthew Reiser (315301)
Isabella Martinez (315299)
REISER LAW, p.c.
1475 N. Broadway, Suite 300
Walnut Creek, CA 94596
Tel. (925) 256-0400

Sam Ferguson (270957)
FERGUSON LAW PC
1816 5th Street
Berkeley, CA 94710
Tel. (510) 548-9005

Attorneys for Plaintiffs
Dean and Laurie Beaver

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

CLASS ACTION

**NOTICE OF JOINT MOTION AND
MOTION FOR FINAL APPROVAL
OF CLASS ACTION
SETTLEMENT; MEMORANDUM
OF POINTS AND AUTHORITIES**

Date: August 27, 2026

Time: 10:00 a.m.

Dept: Courtroom 4A

Judge: Hon. Anthony J. Battaglia

NOTICE OF JOINT MOTION AND JOINT MOTION

PLEASE TAKE NOTICE that on August 27, 2026, at 10:00 a.m., in Courtroom 4A of the United States District Court for the Southern District of California, before the Honorable Anthony J. Battaglia, Plaintiffs Dean and Laurie Beaver, on behalf of themselves and the certified Class, and Defendants Omni Hotels Management Corporation, LC Brokerage Corp., LC Investment 2010, LLC, William Ims, and Brett Alexander Combs, jointly move under Federal Rule of Civil Procedure 23(e) for final approval of the parties' class action settlement and entry of the accompanying Proposed Order. The motion is based on this notice, the concurrently filed memorandum of points and authorities, the concurrently filed Declaration of Mainur Wright of Angeion Group, LLC ("Angeion Decl."), the Declaration of Joselyne Lara ("Lara Decl."), the parties' prior submissions (ECF 181, 187, 188), the Court's Order Granting Preliminary Approval (ECF 190), and the record in this action.

Dated: July 31, 2026

Respectfully Submitted,

FERGUSON LAW PC

By: /s/ Sam Ferguson
Sam Ferguson

REISER LAW, p.c.
Michael J. Reiser
Matthew Reiser
Isabella Martinez

Attorneys for Plaintiffs

Dated: July 31, 2026

Respectfully submitted,
HOBLIT DARLING RALLS
HERNANDEZ & HUDLOW LLP

By: /s/ Michael D. Hudlow, Jr.
Michael D. Hudlow, Jr.

R. Clay Hoblit (Pro Hac Vice)
Michael D. Hudlow, Jr. (Pro Hac Vice)
Conner R. Jackson (Pro Hac Vice)

and

PROCOPIO, CORY, HARGREAVES &
SAVITCH LLP
Jeff S. Hood (Bar No. 216703)
Sean M. Sullivan (Bar No. 254372)

Attorneys for Defendants Omni Hotels
Management Corporation, LC Brokerage
Corp., LC Investment 2010, LLC, Brett
Alexander Combs and William Ims

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

This settlement is a mutual walkaway reached after judgment. The Court granted summary judgment for Defendants on every claim, and Omni moved for an award of nearly \$1.45 million in attorneys' fees, costs, and expenses against the named Plaintiffs Dean and Laurie Beaver. ECF 163, 164, 165. Under the settlement, Omni releases its fee claims, the Class releases its claims and waives its right to appeal, both sides waive the protections of California Civil Code section 1542, and no money changes hands in either direction. ECF 181-1 at 20-23.

The Court preliminarily approved the settlement, but raised two concerns for final approval to be addressed through the notice-and-objection process: whether the Beavers adequately represented the Class notwithstanding their interest in eliminating their fee exposure, and whether the settlement treats Class members equitably relative to each other. ECF 186; ECF 190.

Notice issued on the schedule the Court set, and the deadline for Class members to submit objections to the Court passed on July 15, 2026. *Id.* at 13-14. No Class member filed an objection. No Class member has sought to intervene, to substitute as class representative to pursue an appeal (with the attendant risk of assuming additional attorneys' fees from an adverse decision), or to appear in opposition to the settlement.

The lack of objections underscores that the settlement is fair, reasonable and adequate. The Parties respectfully request that the grant final approval.

II. BACKGROUND

Defendant Omni Hotels Management Corporation operates the Omni La Costa Resort and Spa. The Beavers and the other Class members own villas at the Resort and rent them to guests through a Rental Management Agreement entered into with an Omni affiliate, LC Brokerage. ECF 190 at 2. The Beavers filed this

1 action in January 2020 and amended in April 2021, alleging that Omni steered
2 guests toward its own hotel rooms and away from the Class's villas. *Id.* After two
3 rounds of motions to dismiss, eight claims remained: breach of contract, breach of
4 fiduciary duty and aiding and abetting that breach, unfair competition under
5 Business and Professions Code section 17200, RICO and RICO conspiracy,
6 declaratory relief, and unjust enrichment. After the parties completed class
7 discovery and initial merits discovery, the Beavers moved for class certification in
8 October 2022, and the Court certified a Class of villa owners on September 18,
9 2023. ECF 71. The Court approved class notice on January 17, 2024, Angeion
10 administered it, and three putative Class members opted out. ECF 181 at 7-8. The
11 parties then completed merits and expert discovery. In total, the Parties took
12 eighteen depositions of fact and expert witnesses and exchanged some 80,000 pages
13 of documents. *Id.* at 8. In October 2024, the parties cross-moved for summary
14 judgment and moved to strike or exclude expert testimony. *Id.* On July 21, 2025,
15 the Court granted Defendants' motion on every claim, denied the Beavers' motion,
16 denied the expert motions as moot, and the Clerk entered judgment that day. ECF
17 163, 164; *see* ECF 181 at 7-8. Omni then moved for an award of nearly \$1.45
18 million in attorneys' fees, costs, and expenses against the Beavers under the Rental
19 Management Agreement's fee provision. ECF 165. After the parties reached a
20 preliminary settlement, the Court denied the fees motion without prejudice pending
21 resolution of the settlement. ECF 182.

22 The settlement is a mutual walkaway. ECF 190 at 2. The Class releases its
23 claims against Defendants and waives its right to appeal the Court's rulings; Omni
24 releases its claims for attorneys' fees, costs, and expenses, including the fees sought
25 in its pending motion; both sides waive the protections of California Civil Code
26 section 1542; and each party bears its own costs and expenses. ECF 181-1 at 20-23.
27 No Class member pays anything or receives any payment. The consideration to the
28

1 Class is finality: the settlement lifts any cloud the litigation has placed on the villas'
2 titles, values, and resale values; eliminates a source of friction in the Class
3 members' ongoing rental relationships with Omni; and spares Class members the
4 burden of further discovery or trial testimony. ECF 181 at 15; ECF 187 at 7-8; ECF
5 190 at 3.

6 The parties jointly moved for preliminary approval on January 9, 2026. ECF
7 181. On March 27, 2026, the Court ordered supplemental briefing on two
8 questions: whether the Beavers adequately represented the Class, and whether the
9 settlement treats Class members equitably relative to each other. ECF 186 at 1-2
10 (citing Fed. R. Civ. P. 23(e)(2)(A), (D)). The Court observed that the Beavers alone
11 were exposed to Omni's fee claim, so their interests in the settlement negotiations
12 might not appear congruent with those of the unnamed Class members. *Id.* The
13 parties filed supplemental briefs. The Beavers argued that they had represented the
14 Class vigorously for five years, that their post-judgment fee exposure was not the
15 kind of fundamental conflict that defeats adequacy, and that the settlement is
16 equitable because they receive no payment and end where every other Class
17 member ends. ECF 187. Omni agreed, adding that the Beavers pursued the case
18 through certification, extensive discovery, and adjudication on the merits at
19 personal financial risk, and that its own fee recovery remained contingent. ECF
20 188. The Court heard argument on both questions on May 7, 2026. ECF 189; *see*
21 ECF 190 at 1. On May 12, 2026, the Court granted preliminary approval, finding
22 the settlement to be the product of serious and informed negotiations and within the
23 range of possible approval, and reserving its remaining concerns about the
24 adequacy of the Beavers' representation and the equity of the settlement to be
25 informed by views of absent class members during notice and objections. ECF 190
26 at 13.

27 The Court's preliminary approval order set a schedule for notice, objections,
28

1 and final approval. ECF 190 at 13-14. Under that schedule, Omni emailed the
2 settlement agreement and Class notice to all Class members and the Angeion Group
3 updated the Class website by June 4, 2026; the Angeion Group mailed notice to all
4 Class members by June 15, 2026; and Class members were required to submit any
5 objections to the Court, with service on Class Counsel, Defendants' counsel, and the
6 Angeion Group, by July 15, 2026. *Id.* The notice program was carried out as
7 ordered. Angeion Decl. ¶¶ 5-10; Lara Decl. ¶¶ 6-10. The objection deadline has
8 passed. No objection has been filed, and Angeion, which was required to be served
9 with any objection, has not received any. Angeion Decl. ¶ 11; Lara Decl. ¶ 10. On
10 July 17, 2026, the Court ordered the parties to file this joint motion on or before
11 July 31, 2026. ECF 192.

12 III. LEGAL STANDARD

13 A settlement that would bind class members may be approved only after a
14 hearing and on a finding that it is fair, reasonable, and adequate. Fed. R. Civ. P.
15 23(e)(2). In making that determination, the Court considers whether the class
16 representatives and class counsel have adequately represented the class; whether the
17 proposal was negotiated at arm's length; whether the relief provided for the class is
18 adequate, taking into account the costs, risks, and delay of trial and appeal, the
19 effectiveness of the proposed method of distributing relief, the terms of any
20 proposed award of attorney's fees, and any agreement required to be identified
21 under Rule 23(e)(3); and whether the proposal treats class members equitably
22 relative to each other. Fed. R. Civ. P. 23(e)(2)(A)-(D). The Court also weighs the
23 additional factors this Circuit has traditionally applied, including the experience and
24 views of counsel, the presence of a governmental participant, and the reaction of the
25 Class. ECF 190 at 4-5.

26 These are the standards the Court applied at preliminary approval. ECF 190
27 at 4-5. At that stage, the Court asked whether the settlement appeared to be the
28

1 product of serious, informed, and non-collusive negotiations, had no obvious
2 deficiency, did not improperly grant preferential treatment to the class
3 representatives or any segment of the class, and fell within the range of possible
4 approval. *Id.* at 5. The inquiry at final approval is the same in substance, but the
5 Court now decides on a complete record, after notice to the Class, a full opportunity
6 to object, and a hearing. Fed. R. Civ. P. 23(e)(2).

7 IV. ARGUMENT

8 The Court addressed each governing factor at preliminary approval. ECF 190
9 at 5-13. The parties address the factors in the same order below. Given that no
10 absent class members have objected to the settlement, the Parties urge the Court to
11 grant final approval.

12 A. The Class Representatives and Class Counsel Adequately Represented 13 the Class.

14 The Court has already preliminarily found that the Beavers “adequately
15 represented the Class through the summary judgment proceedings.” ECF 190 at 6.
16 The Court reserved only the concern that the Beavers’ avoidance of a fee award
17 created an appearance of a divergent interest with the class. The Court granted
18 preliminary approval to give Class members an opportunity to explore that potential
19 conflict, to provide objections, and to address whether the conflict rendered the
20 representation inadequate. *Id.* at 7-8. Class Counsel disclosed the potential conflict
21 to the Court, and the notice to the Class told Class members that the settlement
22 would allow the named Plaintiffs to avoid the fee exposure unique to them as
23 named plaintiffs. ECF 181-1 at 34. No Class member objected on this ground or on
24 any other.

25 On this record, the Parties submit that the Beavers’ representation was
26 adequate. The Beavers represented the Class for five years and alone assumed the
27 risk of an adverse fee award to do so. ECF 187 at 2, 10. While the settlement

1 permits the Beavers to avoid a potential fee exposure, no class member has objected
2 to this provision of the settlement, nor has any class member offered to intervene in
3 this suit to lead an appeal in the Beavers' place. The adequacy of representation
4 factor is satisfied.

5 **B. The Settlement Shows No Signs of Collusion.**

6 The Court preliminarily found that "[n]one of the hallmarks of collusion is
7 present." ECF 190 at 8. That finding is sound: there is no monetary distribution, so
8 Class Counsel cannot receive a disproportionate share, and Class Counsel in fact
9 receives nothing. The settlement contains no clear sailing provision and no reverter.
10 ECF 190 at 8. The settlement followed years of discovery, class certification, cross-
11 motions for summary judgment, and negotiations after judgment. ECF 190 at 8.
12 The Court reserved whether the exchange of the Class's appeal rights for the
13 Beavers' fee relief reflected self-interest infecting the negotiations, and granted
14 preliminary approval to allow the Class to address that risk. *Id.* No Class member
15 has objected on this ground. Indeed, the Class was granted the benefit of five years
16 of free, vigorous representation through summary judgment because of the Beavers'
17 service.

18 **C. The Relief Provided to the Class Is Adequate.**

19 **1. Amount of recovery.**

20 The Court preliminarily found it reasonable that the Class would receive no
21 recovery given the entry of summary judgment for Defendants, and found this
22 factor neutral at worst. ECF 190 at 9. This finding is sound.

23 **2. Strength of the Class's case; risk, expense, complexity, and likely**
24 **duration; and risk of maintaining class action status.**

25 The Court preliminarily found that the Class's only path forward is an
26 appeal, that the costs, risks, and delay of an appeal are significant, that the chances
27 of prevailing are highly uncertain, and that this factor weighs in favor of approval.

1 ECF 190 at 9-10. The summary judgment ruling rested on multiple independent
2 grounds, so an appeal would have to succeed on each. ECF 187 at 8-9. Even if the
3 Class could prevail on appeal, the Class would still have to litigate through trial and
4 win. This significant uncertainty comes with significant expense and risk. Nothing
5 has changed since preliminary approval with respect to this factor. Indeed, the
6 absence of any objections from the Class suggests that the Class is prepared to
7 move on from this litigation.

8 **3. Proposed award of attorney fees and litigation costs.**

9 Each party bears its own fees and costs, and the Court preliminarily found
10 this factor inapplicable or neutral at worst. ECF 190 at 10. Class Counsel seeks no
11 fee and will recover none. In fact, Class Counsel has advanced over \$160,000 on
12 behalf of the Class which it will not recover. This factor supports final approval.

13 **4. Effectiveness of the proposed distribution method.**

14 Because the settlement provides no monetary recovery, there is no
15 distribution method to evaluate, and the Court preliminarily found this factor
16 inapplicable or neutral at worst. ECF 190 at 10. Considering these subfactors
17 together, the Court found that the adequacy of relief factors weigh in favor of
18 approval. *Id.*

19 **D. The Settlement Treats Class Members Equitably Relative to Each Other.**

20 The Court preliminarily found that this factor weighs in favor of approval
21 and that the settlement is not so lopsided that the relief has no value to Class
22 members. ECF 190 at 10-11. The Court granted preliminary approval to allow
23 Class members to identify and raise any concern that the settlement produced
24 inequitable treatment. *Id.* at 11. The notice disclosed the potential extra benefit to
25 the Beavers. ECF 181-1 at 34. The Beavers receive no payment and end in the same
26 position as every other Class member. ECF 187 at 3-9; ECF 188 at 3-6. No Class
27 member raised any concern. This factor now supports final approval.

E. The Experience and Views of Counsel Support Approval.

The Court preliminarily found that both sides are represented by experienced counsel whose mutual desire to adopt the settlement is entitled to great weight, and that this factor weighs in favor of approval. ECF 190 at 11. Counsel continue to recommend the settlement. Class Counsel do so although they will recover no fees and will absorb more than \$160,000 in unreimbursed expenses. ECF 187 at 7.

F. The Reaction of the Class Now Weighs in Favor of Approval.

At preliminary approval the Court found this factor neutral because the Class had not yet been notified and could not yet be heard. ECF 190 at 12. The one Class member who expressed a view before notice, Frank Grange, supported the settlement. ECF 181-2 ¶¶ 10-15. The Class has now had the opportunity to object. Following notice, no Class member filed an objection with the Court, and none has given notice of an intent to appear at the final approval hearing. The Angeion Group, which the Court's order required objectors to serve, likewise received no objection, no request for exclusion, and no notice of intent to appear. Angeion Decl. ¶ 11. The absence of a large number of objections to a proposed class action settlement raises a strong presumption that its terms are favorable to the Class. *In re Omnivision Techs., Inc.*, 559 F. Supp. 2d 1036, 1043 (N.D. Cal. 2007). Here there are no objections at all. This factor now weighs in favor of approval.

G. No Government Actor Has Participated.

No governmental participant has appeared at any stage, and the Court found this factor neutral. ECF 190 at 12.

H. The Settlement Provides No Incentive Award.

The settlement does not call for an incentive award for the Beavers, and the Court found this factor neutral. ECF 190 at 12.

I. Notice and Settlement Administration Satisfied Rule 23 and Due Process.

1 The Court found that the proposed notice raised no concerns. ECF 190 at 13.
2 Notice was then disseminated exactly as the Court directed, by individual email
3 from Omni, by individual first-class mail from the Angeion Group following
4 address updating and skip-trace searches, and through the Class website. *Id.* at 13-
5 14; Angeion Decl. ¶¶ 5-10; Lara Decl., ¶¶ 6-10. That was the best notice
6 practicable, and it described the settlement, the release and appellate waiver, and
7 the right to object in sufficient detail to alert Class members with adverse
8 viewpoints to come forward and be heard. Fed. R. Civ. P. 23(c)(2)(B), (e)(1).

9 **V. CAFA NOTICE**

10 Defendants have complied with the Class Action Fairness Act, 28 U.S.C. §
11 1715. On May 22, 2026, Angeion, on Defendants' behalf, served notice of the
12 settlement on the Attorney General of the United States and the attorneys general of
13 the states in which Class members reside. Angeion Decl. ¶ 3 & Ex. A. No federal or
14 state official has responded or objected. *Id.* ¶ 4. More than 90 days have passed
15 since that service, so the Court may enter an order granting final approval. 28
16 U.S.C. § 1715(d).

17 **VI. CONCLUSION**

18 The Court found at preliminary approval that the settlement is the product of
19 serious and informed negotiations and falls within the range of possible approval,
20 subject to hearing from the Class. ECF 190 at 13. The Class has been heard and has
21 raised no objection. The parties respectfully request that the Court grant final
22 approval and enter the accompanying Proposed Order.

23
24
25 Dated: July 31, 2026

Respectfully Submitted,

26 FERGUSON LAW PC
27 Sam Ferguson

By:

/s/ Matthew Reiser

REISER LAW, p.c.
Michael J. Reiser
Matthew Reiser
Isabella Martinez

Attorneys for Plaintiffs

Dated: July 31, 2026

Respectfully submitted,

HOBLIT DARLING RALLS
HERNANDEZ & HUDLOW LLP

By: /s/ Michael D. Hudlow, Jr.
Michael D. Hudlow, Jr.

R. Clay Hoblit (Pro Hac Vice)
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and

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Jeff S. Hood (Bar No. 216703)
Sean M. Sullivan (Bar No. 254372)

Attorneys for Defendants Omni Hotels
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Corp., LC Investment 2010, LLC, Brett
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FERGUSON LAW PC
1816 5th Street
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Tel. (510) 548-9005

Attorneys for Plaintiffs
Dean and Laurie Beaver

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

CLASS ACTION

**DECLARATION OF MAINUR
WRIGHT OF
ANGEION GROUP, LLC IN
SUPPORT OF JOINT MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: August 27, 2026

Time: 10:00 a.m.

Dept: Courtroom 4A

Judge: Hon. Anthony J. Battaglia

1 I, Mainur Wright, declare and affirm as follows:

2 1. I am a Project Manager at Angeion Group, LLC, the Settlement Notice
3 Administrator in this action. I am fully familiar with the facts contained herein based
4 upon my personal knowledge, as well as information provided to me by my
5 colleagues in the ordinary course of business at Angeion. I could and would testify
6 competently to them if called. Angeion also served as the notice administrator when
7 the Class was certified in this action. ECF 83.

8 2. I submit this declaration to confirm that Angeion carried out the Notice
9 pursuant to the Class Action Fairness Act of 2005 (“CAFA Notice”) and the notice
10 program the Court ordered in its May 12, 2026 Order Granting Preliminary Approval,
11 ECF 190 at 13-14, and to report the objections Angeion received.

12 **CAFA NOTICE**

13 3. Pursuant to 28 U.S.C. §§ 1715(b), and on behalf of
14 Defendants, Angeion caused notice of the Settlement (“CAFA Notice”) to be sent to
15 the Attorneys General of the U.S. states wherein the Class members reside, and the
16 Attorney General of the United States on May 22, 2026. A true and accurate copy of
17 the CAFA Notice is attached hereto as Exhibit A.

18 4. As of the date of this declaration, Angeion has received no responses to
19 the CAFA Notice letters from any Federal or State officials.

20 **DIRECT NOTICE**

21 5. On or about May 18, 2026, Angeion received from counsel the Class
22 List identifying 109 Class members with their last known mailing and email
23 addresses. Before mailing, Angeion updated the mailing addresses through the
24 National Change of Address database and, where necessary, skip-trace searches.

25 6. As a result of the skip-trace searches, 6 records were removed as
26 duplicates.

4 8. On or about June 4, 2026, Angeion received copies at its designated
5 email account of the emails transmitting the Settlement Agreement and the Class
6 Settlement Notice to Class members.

9. On or before June 15, 2026, as the Court ordered, Angeion mailed the Court-approved Class Settlement Notice (“Notice”) and the Settlement Agreement by first-class United States mail, postage prepaid, to each of the 103 Class members at their last known mailing addresses. Four mailings were returned as undeliverable.

11 10. Angeion conducted a skip-trace in an attempt to locate updated address
12 information. On July 2, 2026, Angeion remailed one Notice to an updated address
13 identified.

11. Under the Court's order, Class members were required to submit any objection to the Court and to serve copies on Class Counsel, Defendants' counsel, and Angeion on or before July 15, 2026. Angeion has received no objection to the settlement from any Class member, either by that deadline or at any time through the date of this declaration. Angeion has likewise received no request for exclusion and no notice from any Class member of an intent to appear at the final approval hearing.

20 I declare under penalty of perjury under the laws of the United States of
21 America that the foregoing is true and correct. Executed on July 29, 2026, at
22 Mountlake Terrace, Washington.


MAINUR WRIGHT

Exhibit A



1650 Arch Street • Suite 2210 • Philadelphia PA 19103
www.angeiongroup.com

May 22, 2026

VIA USPS PRIORITY MAIL

United States Attorney General & Appropriate Officials

Re: Notice of Proposed Class Action Settlement

Dear Counsel or Official:

Angeion Group, an independent claims administrator, on behalf of the defendant in the below-described action, hereby provides your office with this notice under the provisions of the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715, to advise you of the following class action settlement:

Case Name: *Beaver, et al. v. Omni Hotels Management Corporation et al.*

Case No.: 3:20-cv-00191

Jurisdiction: United States District Court, Southern District of California

Date Settlement Filed with Court: January 9, 2026

In accordance with the requirements of 28 U.S.C. § 1715, copies of the following documents associated with this action are available at <https://cafa.angeiongroup.com/beaver-et-al-v-omni-hotels-management-corporation-et-al/>:

1. **28 U.S.C. § 1715(b)(1)-Complaint:** The *Class Action Complaint* was filed with the Court on January 29, 2020. The *First Amended Class Action Complaint* was filed with the Court on April 8, 2021.
2. **28 U.S.C. § 1715(b)(2)-Notice of Any Scheduled Judicial Hearings:** The Final approval hearing has been scheduled for August 27, 2026, at 10:00 a.m.
3. **28 U.S.C. § 1715(b)(3)-Notification to Class Members:** The proposed *Settlement Notice* was filed with the Court on January 9, 2026.
4. **28 U.S.C. § 1715(b)(4)-Class Action Settlement Agreement:** The *Settlement Agreement* and *Joint Motion for Preliminary Approval of Class Action Settlement* was filed with the Court on

Notice of Proposed Class Action Settlement

January 9, 2026. All documents are also available at <https://cafa.angeiongroup.com/beaver-et-al-v-omni-hotels-management-corporation-et-al/>.

5. **28 U.S.C. § 1715(b)(5)-Any Settlement or Other Agreements:** Other than the Settlement Agreement, there are no other settlements or agreements made between the parties related to the proposed settlement.
6. **28 U.S.C. § 1715(b)(6)-Final Judgment:** As of the date of this Notice, no Final Judgment or notice of dismissal has been entered in this case.
7. **28 U.S.C. § 1715(b)(7)(B)-Estimate of Class Members:** There are an estimated 101 persons potentially in the Settlement Class. A chart listing the number of Settlement Class Members that likely reside in each state is available at <https://cafa.angeiongroup.com/beaver-et-al-v-omni-hotels-management-corporation-et-al/>.
8. **28 U.S.C. § 1715(b)(8)-Judicial Opinions Related to the Settlement:** The Court has not issued a judicial opinion concerning the settlement at this time. The *Order Granting Joint Motion for Preliminary Approval of Class Action Settlement* is available at <https://cafa.angeiongroup.com/beaver-et-al-v-omni-hotels-management-corporation-et-al/>.

If you have any questions regarding the details of this notice, please contact Defendants' counsel at:

Michael D. Hudlow Jr.
Conner Jackson
HOBLIT DARLING RALLS HERNANDEZ & HUDLOW LLP
802 N. Carancahua, Ste 2100
Corpus Christi, Texas 78401-0037
<https://www.hdr-law.com/>
mhudlow@hdr-law.com
cjackson@hdr-law.com

Notice of Proposed Class Action Settlement

If you need assistance accessing the CAFA website, please contact Angeion Group at:

Angeion Group

1650 Arch Street, Suite 2210

Philadelphia PA 19103

www.angeiongroup.com

CAFA@angeiongroup.com

**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

**DECLARATION OF JOSELYNE
LARA IN SUPPORT OF JOINT
MOTION FOR FINAL APPROVAL
OF CLASS ACTION SETTLEMENT**

I, Joselyne Lara, declare and affirm as follows:

1. I am over twenty-one (21) years of age, am of sound mind, and am competent to attest to the facts in this Declaration. I am a citizen of the United States and a resident of Dallas, Dallas County, Texas.

2. I am a United States citizen and resident. Specifically, I reside in the State of Texas, which is where I work.

3. I am an employee of TRT Equity Advisors, LLC, and work as a paralegal.

4. The facts stated in this Declaration are based on my personal knowledge. I am authorized to provide this Declaration. If called as a witness, I could testify to each of the facts contained herein. As to those matters stated on information and belief, I am informed and believe them to be true.

1 5. In my position as a paralegal for TRT Equity Advisors, LLC, I routinely
2 provide litigation support for Defendant Omni Hotels Management Corporation and other
3 related entities.

4 6. I was contacted by counsel for Defendants for the purpose of e-mailing class
5 members with notice of the proposed settlement of the above matter following the
6 Court's May 12, 2026 Order Granting Joint Motion for Preliminary Approval of Class
7 Action Settlement. I am personally aware of and was involved in prior e-mail notice
8 communications sent to class members following preliminary class certification in this
9 matter.

10 7. For purposes of e-mailing notice of the proposed settlement of this matter to
11 class members, I was provided a copy of the Order Granting Joint Motion for Preliminary
12 Approval of Class Action Settlement and Exhibits A and B thereto. I was further
13 provided an updated class member contact list prepared by employees involved in Villa
14 operations at the Omni La Costa Resort & Spa to confirm and/or update last known
15 contact information (consisting of mailing addresses and e-mail addresses) of class
16 members following the Court's preliminary approval of settlement.

17 8. Pursuant to the Court's Order Granting Joint Motion for Preliminary
18 Approval of Class Action Settlement, and in addition to other forms of notice I
19 understand to have been implemented in connection therewith, I oversaw and was
20 personally involved in transmitting e-mail notices of proposed settlement to class
21 members on June 4, 2026. These e-mails were sent from a dedicated Omni email address
22 (lacostaclassnotice@omnihotels.com) previously utilized to provide class members with
23 notice of class certification. I ensured that each class member e-mail address identified in
24 the updated class member contact list described above was e-mailed with the notice and
25 the attachments described below and copied a dedicated e-mail for court-approved class
26 administrator Angeion on all such e-mails with class members.

9. These emails, which were entitled “PROPOSED CLASS ACTION SETTLEMENT NOTICE: Beaver et al., v. Omni Hotels Management Corporation et al.,” contained as attachments both the Proposed Settlement Agreement attached as Exhibit A to the Court’s Order Granting Joint Motion for Preliminary Approval of Class Action Settlement and the Settlement Notice attached as Exhibit B to the Court’s Order Granting Joint Motion for Preliminary Approval of Class Action Settlement.

10. Following transmission of the above-described e-mails, the lacostaaclassnotice@omnihotels.com address was periodically monitored. No class members have noted objection to the proposed settlement or otherwise responded.

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

Executed on July 30, 2026, in Dallas, Dallas County, Texas.

JOSELYNE LARA