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16 UNITED STATES DISTRICT COURT
17 SOUTHERN DISTRICT OF CALIFORNIA

18 DEAN BEAVER, *et al.*,

19 Plaintiffs,

20 v.

21 OMNI HOTELS MANAGEMENT
22 CORPORATION, *et al.*,

23 Defendants

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

CLASS ACTION

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

Date: February 26, 2026

Time: 2:00 p.m.

Dept: Courtroom 4A

Judge: Hon. Anthony J. Battaglia

1 PLEASE TAKE NOTICE THAT ON February 26, 2026, at 2:00 p.m., or as
2 soon thereafter as the matter may be heard before the Hon. Anthony J. Battaglia in
3 Courtroom 4A of the United States District Court for the Southern District of
4 California, located at 221 West Broadway, San Diego, California, the parties will
5 and hereby do jointly move the Court for an Order granting preliminarily approval
6 of the proposed class action settlement, directing dissemination of notice to the
7 Class as proposed, and setting a schedule for final approval and related deadlines.

8 As set forth herein, the parties include Omni Hotels Management
9 Corporation, LC Brokerage Corp., LC Investment 2010, LLC, William Ims, Kelly
10 Ginsberg, and Brett Alexander Combs, (collectively, “Defendants”), class members
11 who were members of a rental management agreement governing villas at Omni La
12 Costa Resort and Spa and class representatives Dean and Laurie Beaver
13 (collectively, “Plaintiffs”). This motion is based on this notice of motion, the
14 attached memorandum of points and authorities, the Declaration of Sam Ferguson
15 in Support of Joint Motion for Preliminary Approval of Class Settlement and
16 exhibits thereto, and the records and files in this action.

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Dated: January 9, 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

1 Dated: January 9, 2026

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14 Attorneys for Defendants Omni
15 Hotels Management Corporation, LC
16 Brokerage Corp., LC Investment
17 2010, LLC, Brett Alexander Combs
18 and William Ims
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1 **I. INTRODUCTION**

2 After the Court granted Defendants’ motion for summary judgment and
3 entered judgment in Defendants’ favor, the parties engaged in settlement
4 negotiations that considered the benefits and risks of ongoing litigation. For their
5 part, Plaintiffs retain the right to appeal this Court’s judgment. Nonetheless, success
6 on appeal is by no means certain. Moreover, the named Plaintiffs in this class
7 action, Dean Beaver and Laurie Beaver, have taken on considerable risk, including
8 their individual risk for attorneys’ fees under the relevant contract. On the other
9 hand, Defendants have the right to recover attorneys’ fees according to the contract
10 terms when the judgment in this matter becomes final — in fact, Defendants have
11 filed a motion seeking approximately \$1.45 million in attorney’s fees. But they also
12 have the risk of an adverse determination on appeal. Both parties face the
13 uncertainties and expenses of ongoing litigation. As a result, the Parties have agreed
14 to settle this matter by mutual release, among other consideration, with each side
15 giving up their respective rights and with no monetary payment.

16 The parties now move the Court to preliminarily approve the class action
17 settlement under Federal Rule of Civil Procedure 23(e) on the grounds that it is
18 within “the range of reasonableness” thus warranting publishing and sending notice
19 of the settlement to class members and the scheduling of a final approval hearing.
20 The settlement will provide all parties — including class members who own villas
21 at Defendants’ La Costa Resort — the benefits of final resolution of the litigation
22 without further risk, expense, and delay. These benefits include the removal of any
23 clouds or impediments the litigation may have on the peaceable use and enjoyment
24 of their real property, on any business or rental relationships, and on the value and
25 resale value of their real property. As a result, and as further set forth below, the
26 proposed settlement is fundamentally fair, adequate, and reasonable.

II. LITIGATION OVERVIEW AND PROPOSED SETTLEMENT

A. The Litigation

Plaintiffs filed their original Complaint on January 29, 2020, and a First Amended Complaint on April 8, 2021. After motions to dismiss and orders from this Court, Plaintiffs had eight claims: (1) Breach of Contract under the RMA against LC Brokerage and Omni; (2) Breach of fiduciary duty against LC Brokerage, Omni, Ims and Combs; (3) aiding and abetting breach of fiduciary duty against Omni, Ims and Combs; (4) violations of Bus. & Pro. Code § 17200 under the “unfair” prong against all Defendants; (5) RICO violations against LC Brokerage, Omni, Ims and Combs; (6) conspiracy to violate RICO against LC Brokerage, Omni, Ims and Combs; (7) Declaratory Relief against Omni and LC Investment 2010; and (8) Unjust Enrichment against all Defendants. Dkt. 31 & 38.

On October 21, 2022, after the parties conducted class discovery and initial merits discovery, Plaintiffs filed a Motion for Class Certification (“Class Motion”) and Motion for Appointment of Co-Lead Class Counsel, respectively. On September 18, 2023, the Court certified the following class:

All villa owners who participated in the RMA with LC Brokerage beginning four years before this action was filed [January 20, 2016] 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.

Dkt. 71 at 6.

Following certification of the class, the Court approved class notice on January 17, 2024. Dkt. 83 and Ex. A. Through The Angeion Group, notice was provided to all potential class members in accordance with the approved form. Dkt. 82 & 83. That notice informed potential class members that they had 45 days to

1 “opt out” if they did not wish to be bound by the outcome of the lawsuit. Dkt. 82-1.
2 A total of three putative class members affirmatively opted out of the class.
3 Ferguson Decl. ¶ 19.

4 Thereafter, the parties engaged in merits discovery. In total, the parties
5 conducted 18 depositions of fact and expert witnesses and exchanged 80,000 pages
6 of documents. Ferguson Decl. ¶¶ 14-15. On October 15, 2024, the Parties filed
7 respective cross-motions for summary judgment, in addition to multiple motions to
8 strike or exclude various experts. On July 21, 2025, the Court granted Defendants’
9 Motion for Summary Judgment on all claims and causes of action asserted by
10 Plaintiffs, denied Plaintiffs’ Motion for Partial Summary Judgment, and denied as
11 moot the Parties’ respective motions to strike or exclude various experts. Having
12 disposed of all claims and causes of action of Plaintiffs, the Clerk of Court entered
13 judgment that same date. Dkt. 163 & 164.

14 After the filing of the judgment, Defendants filed a Bill of Costs and Motion
15 for Award of Attorneys’ Fees and Costs, respectively, seeking recovery of
16 recoverable statutory costs and attorneys’ fees incurred in this Action from Named
17 Representatives Dean Beaver and Laurie Beaver. Defendants seek approximately
18 \$1.45 million in attorneys’ fees and costs. Dkt. 165 & 166. The Clerk of Court set a
19 hearing for a determination on the Bill of Costs. Dkt. 167. The Court set a hearing
20 on the Motion for Award of Attorneys’ Fees and Costs. Dkt. 168. Both remain
21 pending. *See* Dkt. 180.

22 **B. Proposed Settlement**

23 After the entry of judgment, the Parties engaged in arms’ length settlement
24 negotiations over several weeks. Ferguson Decl. ¶¶ 27-29. Defendants have denied
25 and continue to deny any wrongdoing. Plaintiffs continue to believe that their
26 claims have merit. Nonetheless, the Parties recognized that it is desirable and
27 beneficial that the action be finally settled — considering the uncertainty and risks
28 inherent in continuing litigation, the benefit of avoiding the expense,

1 inconvenience, and distraction of further litigation, including any appeals of the
2 judgment, and the benefit that final resolution of the Action will have on future
3 operations, rental, resale and/or potential resale value of the Villas or the Resort.
4 The Parties agreed upon a settlement. The form settlement agreement, which will
5 be executed if the Court grants preliminary approval, is attached as Exhibit A to the
6 accompanying declaration of Sam Ferguson.

7 Conditioned upon the preliminary and final approval of the settlement, the
8 Parties entered a mutual release of all claims in or related to this action. More
9 specifically, Plaintiffs agreed to release all claims against Defendants for breach of
10 contract, breach of fiduciary duty, aiding and abetting breach of contract or
11 fiduciary duty, RICO or RICO conspiracy, declaratory or injunctive relief, unjust
12 enrichment, accounting, restitution, disgorgement, and any form of damages
13 (including statutory, nominal, punitive, exemplary, or multiplied), attorneys' fees,
14 costs, and expenses. The release also includes a release of claims relating to or
15 arising out of any Rental Management Agreement to which LC Brokerage Corp. is
16 a counterparty. *Id.*

17 For their part, Defendants agreed to release all claims to recover attorneys'
18 fees, expenses, or costs of court incurred in connection with this Action — whether
19 taxable or non-taxable; past, present, or future; and whether arising by contract,
20 statute, rule, or otherwise (including, without limitation, Cal. Civ. Code § 1717,
21 Fed. R. Civ. P. 54(d), and CivLR 54.1). *Id.*

22 Further, the Parties agreed to expressly waive and relinquish the protections
23 and benefits of California Civil Code § 1542; the Parties agreed that their release
24 will be full, final, and effective to all claims whether known or unknown. In
25 addition, conditioned on the preliminary and final approval of the Settlement, the
26 Parties agreed that each Party will bear its own costs and expenses incurred in
27 connection with or related to this Action, including but not limited to attorneys'
28 fees, filing fees, costs of Court, and expert fees, costs and all other expenses. *Id.*

1 Group has stated they need at least 21 days to mail notice after preliminary
2 approval, and would prefer 30 days. *Id.* at ¶ 36.) Omni will also separately email
3 members of the class with the class notice, as members of the class often receive
4 email communications from Omni. This will help ensure that the class members see
5 the notice.

6 Specifically, the Parties shall use reasonable and best efforts to ensure that no
7 later than twenty-one (21) days following the Preliminary Approval Date, a
8 representative of Defendant Omni Hotels Management Corporation, through an e-
9 mail address that regularly corresponds with Villa owners, will email all known
10 Class Members the Settlement Agreement and the Class Settlement Notice at their
11 last known e-mail address, also copying the Settlement Notice Administrator. In
12 addition, the Settlement Administrator will also mail the Court-approved Class
13 Settlement Notice to the last-known address of each Class Member, as reflected in
14 the Class List compiled by Defendants. *See generally* Darland Decl. The date on
15 which the mail notice is disseminated to Class Members is referred to as the
16 “Notice Date.” Class Counsel is authorized to direct the Settlement Administrator
17 to undertake additional steps to disseminate the Summary Class Notice if mail is
18 returned as undeliverable. Ferguson Decl. Ex A at V.

19 **Objections:** To object to the Settlement, a Class Member must file an
20 objection with the Court and serve copies of the objection on Class Counsel,
21 Defendants’ counsel, and the Settlement Administrator, no later than the Objection
22 Deadline. Any written objection must provide the Class Member’s contact
23 information and title of the case, state the factual and legal basis for the objection,
24 provide contact information for any attorneys representing or advising the objector,
25 and a statement indicating whether the objector intends to appear at the Final
26 Approval Hearing. Any documents that the objecting Class Member wishes for the
27 Court to consider must also be attached to the objection. Class Counsel and
28 Defendants’ counsel may respond to any objections, as appropriate, either in briefs

1 filed in advance of the Final Approval Hearing or at the Final Approval Hearing.
2 Any Class Member who does not timely and properly object consistent with the
3 foregoing terms and conditions may be considered as having waived their right to
4 appeal and/or object to approval of the Settlement or Agreement, either with the
5 Court or the Ninth Circuit Court of Appeals. *Id.*

6 The Parties propose that Objections must be filed within 60 days of
7 Preliminary approval, which will be 39 days after email notice and 30 days after
8 mail notice.

9 **III. ARGUMENT**

10 **A. Standard for Preliminary Approval**

11 A class action may not be dismissed, compromised or settled without the
12 approval of the court. *See* Fed. R. Civ. Proc. 23(e) (“Rule 23(e)”). The settlement
13 must be “fair, reasonable, and adequate” to meet Rule 23(e)(1)(c). A strong judicial
14 policy favors settlement of class actions. *Class Plaintiffs v. City of Seattle*, 955 F.2d
15 1268, 1276 (9th Cir. 1992). The court will review the settlement as a whole —
16 rather than its individual provisions — for overall fairness. *Hanlon v. Chrysler*
17 *Corp.*, 150 F.3d 1011, 1026 (9th Cir. 1998).

18 To preliminarily approve a class action settlement, the Court must simply
19 determine whether the class settlement is within the “range of reasonableness” to
20 justify disseminating notice to the class and scheduling a formal fairness hearing.
21 *Pataky v. Brigantine, Inc.*, 2018 U.S. Dist. LEXIS 101663 at *6-7 (S.D. Cal. 2018),
22 *citing In re Tableware Antitrust Litig.*, 484 F. Supp. 2d. 1078, 1079-80 (N.D. Cal.
23 2007). The Court is not required to make an in-depth and final determination that a
24 settlement is fair, reasonable, and adequate. Instead, because class members will
25 receive notice of the settlement after preliminary approval and have the opportunity
26 to be heard on the settlement terms at the final approval hearing, the “Court need
27 not review the settlement in detail at this juncture.” *Pataky*, 2018 U.S. Dist. LEXIS
28 101663 at *7 (citation omitted).

1 Generally, “[i]f the proposed settlement appears to be the product of serious,
2 informed, non-collusive negotiations, has no obvious deficiencies, does not
3 improperly grant preferential treatment to class representatives or segments of the
4 class, and falls within the range of possible approval, then the court should direct
5 that the notice be given to the class members of a formal fairness hearing.” *In re*
6 *Tableware Antitrust Litig.*, 484 F. Supp. 2d at 1079.

7 **B. The Proposed Settlement is Fair**

8 1. **The Settlement is the Result of Non-Collusive**
9 **Negotiations**

10 A settlement is presumed to be fair if it is reached in arm’s length
11 negotiations after sufficient discovery has taken place. *Id.* (citing *Cohorst v. BRE*
12 *Prop., Inc.*, 2011 U.S. Dist. LEXIS 151719, 2011WL 7061923, *12 (S.D. Cal. Nov.
13 14, 2011)); *see also* Fed. R. Civ. P. 23(e)(2)(B). The parties reached the settlement
14 here after years of discovery, the certification of the class, and the cross-motions for
15 summary judgment that resulted in the Court’s grant of summary judgment to
16 Defendants. Plaintiffs’ counsel collectively spent over 3,000 hours litigating this
17 case and advanced over \$165,000 in costs taking and defending depositions,
18 reviewing voluminous production, and briefing the dispositive and class
19 certification motions. Ferguson Decl. ¶¶ 38-41. The parties collectively produced
20 over 80,000 pages in discovery and conducted 18 depositions. This is in addition to
21 eight other depositions that were taken in a prior related case. *Id.* at ¶¶ 5, 14-15.

22 After the Court’s ruling on summary judgment, the parties engaged in direct
23 negotiations over several weeks in an effort to resolve the remaining issues,
24 including the possible award of attorneys’ fees and costs, and the potential for an
25 appeal of the ruling. Ferguson Decl. ¶¶ 27-30. These direct negotiations followed a
26 Court-mandated ENE as well as a private mediation at the conclusion of discovery
27 before retired judge Hon. Rebecca Westerfield at JAMS. *Id.* ¶¶ 13, 20. The
28 settlement, in which both parties agree to walk away from the matter, recognizes

1 the risks and costs of ongoing litigation and the benefits of a final resolution. Thus,
2 the posture of the litigation and the process of negotiating the Settlement indicate
3 that the deal is informed and at arm's length. The result is a non-collusive
4 settlement that weighs strongly in favor of preliminary approval.

5 **2. The Settlement Treats All Class Members Equitably**

6 Next, the Court should consider whether the proposed Settlement treats class
7 members equitably. *See In re Tableware Antitrust Litig.*, 484 F.Supp.2d at 1079
8 (considering whether settlement grants preferential treatment to the class
9 representatives or any segment of the class); *Pataky*, 2018 U.S. Dist. LEXIS
10 101663 at *9; *see also* Fed. R. Civ. P. 23(e)(2)(D). By its terms, the Settlement
11 provides no monetary compensation to the class or the class representatives. It
12 allows the class representatives to step down from their roles without incurring
13 responsibility for the Defendants' attorneys' fees — estimated at approximately
14 \$1.45 million — and without engaging in further litigation at the appellate level. At
15 the same time, the absent class members will receive notice of the Settlement and
16 will have the opportunity to participate in the final approval process, including
17 objecting to the Settlement. And all class members will benefit from the final
18 resolution of ongoing litigation involving their real property interests. Notably, the
19 lack of any monetary compensation to the class is no barrier to approval where, as
20 here, the settlement otherwise satisfies the appropriate standards for fairness. *See*
21 *Joffe v. Google, Inc. (In re Google Inc. St. View Elec. Communs. Litig.)*, 21 F.4th
22 1102, 1113-14 (9th Cir. 2021) (citations omitted).

23 Under the circumstances here, the appropriate standards for fairness to absent
24 class members have been met. The class representatives have pressed the interests
25 of all class members over five years of hard-fought litigation. As this Court is
26 aware, Plaintiffs alleged and sought to demonstrate that Defendants unlawfully
27 placed their interests ahead of Plaintiff villa owners in managing the rental program
28 at the Omni La Costa Resort & Spa. Class counsel reviewed and analyzed over

1 80,000 pages of documents and voluminous native data. In addition, the Parties
2 conducted eighteen fact and expert depositions and exchanged expert reports.
3 Ferguson Decl. ¶¶ 5, 14-15. The cross motions for summary judgment were
4 thoroughly briefed, with multiple experts providing opinions on each side. Even
5 though the class representatives were ultimately unsuccessful, the absent class
6 members received the benefit of the full litigation of their interests. *See* Fed. R. Civ.
7 P. 23(e)(2)(A); *see also* Ferguson Decl. ¶¶ 42-45. And though the right to appeal
8 remains, the result of any appeal cannot be known at this stage. Moreover, by
9 finally resolving this litigation, the Settlement will provide the absent class
10 members the tranquility, peaceable use, and enjoyment of their real property —
11 including the removal of any clouds or impediments this litigation may have had on
12 the use and enjoyment of their real property, rentals to third parties, ongoing and
13 future business relationships, and real property values and re-sale values of their
14 condominium villa at Omni La Costa Resort & Spa.

15 On this record, the Settlement treats class members equitably relative to each
16 other and thus weighs in favor of preliminary approval. *See* Rule 23(e)(2)(D).

17 3. **The Settlement Has No Obvious Deficiencies and is**
18 **Within the Range of Reasonableness**

19 Following this Court’s judgment in favor of Defendants — determining that
20 Plaintiffs lacked evidence of wrongful conduct — a walk away for all parties is
21 undoubtedly within the range of reasonableness for Plaintiffs. *See Alberto v. GMRI,*
22 *Inc.*, 252 F.R.D. 652, 666 (E.D. Cal. 2008) (settlement need only fall within the
23 range of possible approval). Moreover, the Settlement has no obvious deficiencies
24 under the relevant factors set forth in Rule 23(e)(2)(C) and the additional factors
25 identified by the Ninth Circuit. *See In re Cal. Pizza Kitchen Data Breach Litig.*, 129
26 F.4th 667, 674 (9th Cir. 2025) (factors identified by Ninth Circuit may be
27 considered along with those in Rule 23(e)).
28

1 **The costs, risks, and delay of trial and appeal (Rule 23(e)(2)(C)(i)) and**
2 **strength of plaintiff’s case:** The costs, risks, and delay of an appeal are significant.
3 Given this Court’s ruling on summary judgment, the Plaintiffs’ chances of
4 prevailing are highly uncertain. The costs of filing an appeal — including a review
5 and synthesis of the extensive record — are substantial. An appeal also raises the
6 prospect of responsibility for additional attorney’s fees. This factor weighs in favor
7 of preliminary approval. *See In re Cal. Pizza Kitchen Data Breach Litig.*, 129 F.4th
8 at 674. *See also* Ferguson Decl. ¶ 43

9 Notably, the factors identified under Rule 23(e)(2)(C)(ii)-(iii) —the
10 effectiveness of the distribution of any award to the class, the terms of the award of
11 attorney’s fees to class counsel, and the impact of other agreements — do not apply
12 here. Neither the class nor class counsel will receive an award or fees. In addition,
13 the only agreement related to the Settlement is the proposed Settlement itself, thus,
14 there need be no consideration of outside contracts and Rule 23(e)(2)(C)(iv) is met.

15 **The stage of proceedings:** Where the issues have been thoroughly litigated,
16 the stage of the proceedings weighs in favor of the proposed settlement. *See Low v.*
17 *Trump University, LLC*, 2016 WL 7387292, *3 (S.D. Cal. Dec. 20, 2016); *In re*
18 *Cal. Pizza Kitchen Data Breach Litig.*, 129 F.4th at 674. Unquestionably here, after
19 the entry of judgment, the issues have been thoroughly litigated.

20 **The experience and views of counsel:** Plaintiffs’ counsel are well-versed in
21 class action litigation, and believe the proposed Settlement is in the best interests of
22 the class. Michael Reiser has over 30 years of experience litigating class and
23 complex actions. Sam Ferguson has over 10 years of experience handling complex
24 actions. As stated in the accompanying declaration of Sam Ferguson, Class Counsel
25 strongly believes that the Settlement provides a fair resolution of this matter to the
26 class. Ferguson Decl. ¶¶ 42-45. Specifically, Class Counsel believes that a mutual
27 walkaway is an equitable result in light of the significant attorneys fees risk faced
28 by the Beavers or any class member that would desire to take their place to press an

1 appeal; as Class Counsel has stated, the potential attorneys fees exposure outweighs
2 the risk to any individual class member to pursue an appeal, as the attorney fee
3 exposure could exceed \$2 million for a return that may be in the low- to mid-six
4 figures. *Id.* This factor weighs in favor of preliminary approval. *See In re*
5 *Omnivision Techs., Inc.*, 559 F.Supp.2d 1036, 1043 (N.D. Cal. 2008) (“The
6 recommendations of plaintiffs’ counsel should be given a presumption of
7 reasonableness”).

8 **The reaction of class members:** One absent class member who was deposed
9 in this litigation — Frank Grange — has provided a declaration in support of
10 preliminary approval. He has thanked the Beavers for taking on significant personal
11 risk for the benefit of the class, and has stated that he would not have taken on that
12 risk. Grange Decl. ¶¶ 6-10. He does not intend to object to the settlement. *Id.* at ¶
13 11. Class counsel does not expect any objections to the proposed settlement. In any
14 event, the views of class members will ultimately be aired through objections. *See*
15 *In re Cal. Pizza Kitchen Data Breach Litig.*, 129 F.4th at 674. At this stage,
16 Grange’s declaration is further reason to grant preliminary approval.

17 **C. The Court Should Set a Schedule for Final Approval**

18 The next steps in the settlement approval process are to notify the Class of
19 the proposed settlement and hearing, allow Class members an opportunity to file
20 any objections or comments regarding the Settlement, and hold a final approval
21 hearing.

22 Towards these ends, the Parties proposed the following schedule:

23 **Within 21 days of preliminary approval:** Omni shall email the Settlement
24 Agreement and Class Settlement Notice. The Angeion Group shall also ensure the
25 class website is updated to incorporate the settlement notice by this date.

26 **Within 30 days of preliminary approval:** The Angeion Group will mail the
27 Class Settlement Notice.

28

1 **60 days after preliminary approval:** Class members who desire to object
2 must object by this date.

3 **Approximately 75 days after preliminary approval:** The Court will hold
4 the final approval hearing.¹

5 **IV. CONCLUSION**

6 For the foregoing reasons, the Parties respectfully request that the Court enter
7 the accompanying Proposed Order granting preliminary approval of the
8 proposed Settlement, directing dissemination of notice to the Class as proposed,
9 and setting a schedule for final approval and related deadlines.

10
11
12 Dated: January 9, 2025

Respectfully Submitted,

FERGUSON LAW PC

13
14
15 By: /s/ Sam Ferguson
16 Sam Ferguson

17 REISER LAW, p.c.
18 Michael J. Reiser
19 Matthew Reiser
20 Isabella Martinez

21 Attorneys for Plaintiffs
22
23
24

25 _____
26 ¹ The Parties desire to schedule the final approval hearing prior to May 15, 2026,
27 which is Plaintiffs’ current deadline to oppose Defendants Motion for Attorneys
28 Fees. ECF 180. Under the proposed schedule, the final approval hearing will likely
take place in April, if the Court grants preliminary approval within a few weeks of
the filing of this motion.

Dated: January 9, 2025

HOBLIT DARLING RALLS
HERNANDEZ & HUDLOW LLP

By: /s/ Michael D. Hudlow
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12 UNITED STATES DISTRICT COURT
13 SOUTHERN DISTRICT OF CALIFORNIA

14 DEAN BEAVER, *et al.*,

15 Plaintiffs,

16 v.

17 OMNI HOTELS MANAGEMENT
18 CORPORATION, *et al.*,

19 Defendants.
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Case No. 20-cv-00191-AJB-DEB

CLASS ACTION

**DECLARATION OF SAM
FERGUSON IN SUPPORT OF
JOINT MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT
WITH EXHIBITS A–B**

Date: February 26, 2026

Time: 2:00 p.m.

Dept: Courtroom 4A

Judge: Hon. Anthony J. Battaglia

1 I, Sam Ferguson, declare and affirm as follows:

2 1. I am a member in good standing of the California Bar, and an attorney
3 at Ferguson Law PC, which is counsel of record for Plaintiffs Dean and Laurie
4 Beaver and the Class. Except as to those matters stated on information and belief, I
5 have personal knowledge of the matters stated herein and could and would
6 competently testify thereto if called upon to do so. As to those matters stated on
7 information and belief, I am informed and believe them to be true.

8 2. I make this declaration in support of the parties' Joint Motion for
9 Preliminary Approval of a Class Action Settlement.

10 **Litigation Background**

11 3. This was a hard-fought case that unfolded over many years. In fact, the
12 Plaintiffs' lawyers in this action (including myself) previously represented an
13 individual villa owner beginning in 2017 in a prior related lawsuit, *LC Investment*
14 *2010, LLC, et al. v. LaCosta Investments, LLC*, San Diego Superior Court Case no.
15 37-2016-3113. This prior case involved many of the same issues, some of the same
16 witnesses, and the same form contracts. This eight years of experience litigating this
17 action and the prior related state court action inform my opinion that the settlement
18 proposed here — a mutual walkaway — is an equitable result in light of the risks
19 both parties face moving forward.

20 4. The genesis of this lawsuit began in 2016, when Defendants LC
21 Brokerage Corp and LC Investment 2010, LLC sued LaCosta Investments, LLC. The
22 dispute centered on whether LaCosta Investments, LLC — which owned a villa the
23 Omni La Costa Resort — breached the form Rental Management Agreement
24 (“RMA”) by interpedently renting its villa while still under contract under the RMA.
25 LaCosta Investments, LLC countersued LC Brokerage Corp., LC Investment 2010
26 and Omni Hotels Management Corporation, alleging that the cross-defendants had
27 utilized the management of the villas at the resort to self-deal by inflating villa prices
28 to steer guests into their own rooms.

1 5. As an associate at the Meade Firm, I was part of the team that litigated
2 that prior case through eight depositions, a motion for summary judgment, expert
3 discovery, and a two-week bench trial in San Diego Superior Court. Reiser Law —
4 which is my co-counsel in this case — was also part of the litigation team in that
5 case. Our combined experience from that case gave us a significant advantage in
6 litigating the present case, as we were intimately familiar with the contractual
7 structure that governed the villas prior to filing this lawsuit, including familiarity with
8 the RMA and the Covenants, Conditions and Restrictions that govern the villas.

9 6. The trial ended in a mixed verdict. Neither side prevailed, as the Court
10 determined that both sides had breached the RMA with neither side clearly breaching
11 first. *2010, LLC, et al. v. LaCosta Investments, LLC*, San Diego Superior Court Case
12 no. 37-2016-3113, June 26, 2018 Final Statement of Decision at 3. But the Court did
13 hold that Omni and the other cross-defendants had breached the RMA by pricing
14 villas “so high [that] potential renters would be discouraged and would instead rent
15 lower priced hotel rooms owned by Plaintiffs [i.e. Omni]. Indeed, from the evidence
16 presented, the rates at which Plaintiffs [Omni] advertised the villa for rent were
17 rarely, if ever, achieved.” *Id.* at 2.

18 7. After that trial, we filed the present case. Only Dean and Laurie Beaver
19 decided to move forward as named plaintiffs. No other potential class members
20 stepped forward.

21 8. The lawsuit was diligently litigated and hard fought by both sides.

22 9. We filed a complaint on January 29, 2020, asserting ten causes of action
23 and indicating that we intended to proceed with a class action. ECF 1. The Complaint
24 centered on allegations that Omni and the other defendants had engaged in a scheme
25 to self-deal by overpricing the villas and steering potential guests into their own
26 lower-priced rooms, breaching the RMA and their fiduciary duties, committing an
27 unfair business practice, and violating RICO.

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1 10. The Defendants filed a motion to dismiss directed at six of the Plaintiffs’
2 claims on April 27, 2020. ECF 19. We largely successfully opposed that motion. On
3 March 29, 2021, the Court denied the Defendants’ motion in part, permitting the core
4 of Plaintiffs’ case — RICO, UCL and breach of fiduciary duty — to proceed (except
5 as to Kelly Ginsburg). ECF 20.

6 11. We filed a First Amended Complaint on April 8, 2021 in response to the
7 Court’s March 29, 2021 Order. The complaint contained additional allegations
8 concerning the alter-ego relationship between Defendants LC Brokerage and Omni.
9 ECF 31. The Defendants filed another motion to dismiss, arguing (in part) that
10 Plaintiffs did not have a breach of contract claim against Omni because Omni was
11 not a signatory to the RMA. ECF 32. The Plaintiffs’ prevailed on this portion of the
12 motion to dismiss; the Court denied Defendants’ argument that Plaintiffs did not
13 adequately plead that Omni and LC Brokerage were alter-egos. ECF 38.

14 12. The Defendants answered on November 12, 2021. ECF 39 & 40.

15 13. The parties participated in an ENE on January 4, 2022. In light of the
16 Plaintiffs’ attorneys’ prior experience in the *2010, LLC, et al. v. LaCosta Investments,*
17 *LLC* action, this was a productive, albeit unsuccessful, early attempt to resolve this
18 matter. Plaintiff Dean Beaver attended the settlement conference with Magistrate
19 Judge Daniel Butcher.

20 14. Thereafter, the parties commenced discovery, which was substantial.
21 Defendants ultimately produced over 63,000 pages in discovery, including numerous
22 large database files that often required several hours simply to review one file. The
23 Plaintiffs, for their part, produced over 17,000 pages in discovery.

24 15. While the Plaintiffs’ attorneys had previously deposed much of the
25 Omni La Costa Resort’s leadership in the prior action, we nevertheless conducted
26 many additional depositions. We deposed, amongst others, two of the Resort’s
27 general managers, the director of sales and marketing, the villa manager, and the
28 director of revenue management. We also eventually deposed three of Defendants’

1 proffered experts. Defendants, for their part, also undertook significant oral
2 discovery, deposing both of the named plaintiffs, both of Plaintiffs' proffered experts,
3 and four absent class members. In total, the parties took 18 depositions in this matter.

4 16. After approximately one year of discovery, Plaintiffs moved to certify a
5 class on October 21, 2022. ECF 56. The motion was accompanied by 46 exhibits,
6 and contained excerpts of most of the depositions taken in the case up to that point.
7 The Plaintiffs moved for class certification on all of their claims, except for their
8 claim for declaratory relief. ECF 56 at 20.

9 17. On September 18, 2023, the Court granted Plaintiffs motion for class
10 certification in its entirety, including by certifying a class on Plaintiffs' breach of
11 contract, breach of fiduciary duty, UCL and RICO claims. ECF 71.

12 18. Thereafter, the Parties assembled a class list and the Parties
13 disseminated notice to the Class. The Angeion Group was retained by Plaintiffs and
14 approved by the Court to distribute written mail notice, process opt-out requests, and
15 maintain a Class website. Defendants also separately emailed notice to the Class.
16 ECF 82 & 83. The class list was compiled from Defendants' own records, as they
17 maintained contact information for villa owners (who regularly receive statements
18 from Omni).

19 19. The notice was disseminated to 107 parties identified as unique class
20 members. ECF 97-1 at ¶ 4. Three of these class members submitted a timely opt-out
21 form.

22 20. After notice was disseminated to the Class, the parties participated in a
23 private mediation with retired judge Hon. Rebecca Westerfield at JAMS on July 31,
24 2024. Unfortunately, the mediation ended at an impasse.

25 21. The parties thereafter finalized expert exchanges and discovery. Both
26 sides' experts spent considerable time evaluating voluminous data sets of Omni's
27 nightly revenues over a six-year period.

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1 22. On October 15, 2024, the Parties filed cross motions for summary
2 judgment and summary adjudication, as well as *Daubert* motions. ECF 116-119, 124-
3 127. Relevant here, Defendants argued, *inter alia*, that Plaintiffs’ claims were not
4 viable because certain provisions of the RMA permitted the Defendants to undertake
5 the actions that Plaintiffs accused them of taking, specifically prioritizing the rental
6 of hotel rooms over villas. ECF 116 at 2, 11-16. The Defendants also argued that they
7 had set rental rates in good faith; that evidence of higher-priced villas was consistent
8 with industry norms where upscale rooms are kept in tiered pricing with lower tiered
9 rooms. *Id.*

10 23. On July 21, 2025, the Court granted summary judgment in favor of the
11 Defendants, finding that the terms of the RMA expressly permitted Omni to prioritize
12 rental of its own rooms over the villas, and that in any event Omni’s proffered expert
13 testimony from Sherri Kimes (a professor of hospitality at Cornell) established that
14 it was commercially reasonable for the villas to be priced higher than the suites at the
15 resort. ECF 163 at 4-11. The Court considered Plaintiffs’ evidence of breach and bad
16 faith, including (1) that Omni’s director of revenue management had stated that the
17 intent of pricing the villas was to “not fill them,” (2) that villas were typically priced
18 higher than the Resort’s suites, and not discounted as significantly, (3) that Omni’s
19 Director of finance described the goal of villa rental pricing as ensuring Omni’s
20 profits (not villa owners’ profits) would be similar to profits on its own room rentals,
21 and (4) that Omni admitted to using villas for overflow. The Court did not agree that
22 any of this evidence created an issue of material fact that Defendants had used sound
23 business judgment in setting rental rates. *Id.* at 9. In light of the ruling on Defendants’
24 motion for summary judgment, the Court denied as moot Plaintiffs’ motion for
25 summary adjudication and the dueling *Daubert* motions. *Id.* at 12.

26 24. Judgment was entered in favor of Defendants the same day. ECF 164.

27 25. Thereafter, Defendants moved for attorneys fees and costs against class
28 representatives Dean and Laurie Beaver on August 4, 2025. ECF 165 and 166.

1 Defendants argued that they were entitled to \$1,444,656.44 in attorneys fees pursuant
2 to section VI.8 of the RMA. ECF 165, and 165-1 at 2. Their bill of cost listed
3 \$33,571.75 in costs.

4 26. On August 11, 2025, Plaintiffs filed objections to Defendants' bill of
5 costs. ECF 169.

6 27. Plaintiffs have not yet opposed the motion for attorneys fees, as the
7 Court has continued the deadline to do so three times to enable the parties to discuss
8 and prepare settlement paperwork. The Court has also not yet heard Plaintiffs'
9 objections to the bill of costs. ECF 171, 175, 180.

10 28. On or around August 7, 2025, I reached out to counsel for Defendants,
11 Michael Hudlow and Conner Jackson, to see if they would entertain a settlement in
12 this matter.

13 29. On August 11, 2025, I had a telephone conversation with Michael
14 Hudlow discussing terms of a settlement. Amongst the lawyers, we agreed in
15 principle on a mutual walkaway: The Plaintiffs and the class would waive their right
16 to an appeal in exchange for the Defendants dropping any claims for fees and costs.
17 Mr. Hudlow said he needed to take the proposal back to his client for consideration.

18 30. On September 2, 2025, I spoke again with Michael Hudlow, counsel for
19 Defendants, who conveyed that Defendants accepted our settlement proposal of a
20 mutual walkaway. Thereafter, it took us several months to agree upon forms for the
21 necessary paperwork to move for preliminary approval of a class settlement,
22 including the form settlement agreement, the form of class notice, and the form of
23 the motion for preliminary approval.

24 **Settlement and Class Notice**

25 31. Attached hereto as **Exhibit A** is the form settlement agreement between
26 the parties, which will be executed upon preliminary approval.

27 32. In connection with this motion for preliminary approval of a class
28 settlement, we have contacted the The Angeion Group to serve again as administrator

1 of the class notice program. The Angeion Group was previously appointed as class
2 notice administrator after the Class was initially certified. ECF 83.

3 33. Attached hereto as **Exhibit B** is the form of notice the Parties propose
4 providing to the Class if the court grants preliminary approval of the settlement. The
5 proposed notice is modelled after forms provided by the Federal Judicial Center, and
6 closely tracks the form of the notice that was previously approved by the Court when
7 the class was initially certified. ECF 82-1 & -2, 83. Several of the fields have for now
8 been left blank, such as the date for objecting to the settlement and the time for the
9 final hearing. If the Court grants preliminary approval, these fields will be filled in
10 based on the Court's order.

11 34. The Parties have negotiated the form of this proposed notice to
12 succinctly and clearly communicate to the Class the terms of the settlement, as well
13 as Class members' right to object to the settlement at a final approval hearing. On the
14 first page, the class notice: (1) reminds class members that they have already been
15 determined to be members of the class, (2) informs class members that they will not
16 receive any monetary payment if the settlement is approved by the Court, and (3)
17 informs class members that they may object to the settlement at a final approval
18 hearing by filing a timely objection.

19 35. To disseminate this notice, the Parties are proposing to effectively repeat
20 the notice program that was previously approved by the Court upon initial
21 certification. The Angeion Group will mail class notice to all members of the Class;
22 the Angeion Group will also update the class website previously approved by the
23 Court to reflect the terms of the proposed settlement and the updated notice; and
24 Omni will separately email class notice to all the Class members.

25 36. The Angeion Group has informed me that they need 21 days after
26 preliminary approval to mail notice (if the settlement is preliminarily approved) and
27 would prefer to have 30 days.

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1 37. In connection with the proposed settlement, Omni has searched its
2 records and updated contact information for the members of the Class, as more fully
3 described in the accompanying declaration of Ian Darland. This updated contact
4 information has been provided to The Angeion Group, who will also perform skip
5 traces on addresses where class notice is returned as undeliverable.

6 **Time Expended and Expenses Incurred by Plaintiffs' Attorneys**

7 38. I reviewed my time records in this case. Since founding Ferguson Law
8 in November 2021, my firm has spent 1,112.4 hours litigating this case. The vast
9 majority of these hours are my time, though my colleagues Katharine Kates and
10 Annie Cappetta expended some hours in this effort.

11 39. I also worked on this case as a Senior Associate at the Meade Firm,
12 which originally filed this action. I estimate that the Meade Firm expended hundreds
13 of additional hours on this case while I was a Senior Associate there. Unfortunately,
14 as the principal of the Meade Firm has now retired and the Meade Firm has
15 withdrawn from this case, time records are no longer available.

16 40. Attorneys Michael Reiser, Matthew Reiser, and Isabella Martinez of
17 Reiser Law, P.C. have devoted approximately 1,860 hours to litigating this matter on
18 behalf of Plaintiffs and the Class. This substantial time commitment reflects the
19 complex case development, voluminous discovery, complex motion practice, and
20 ongoing litigation efforts in this action.

21 41. In addition to time expended, the Class attorneys advanced over
22 \$165,000 in costs to prosecute this action on behalf of the Class that they will not
23 recover. These costs included the costs of retaining two experts, court reporting fees
24 and transcript fees for 18 depositions, and payment of the class notice program.

25 **Views of Class Counsel that the Settlement is Equitable**

26 42. In my opinion, a mutual walkaway is an equitable result for all parties
27 in this matter. As noted above, we expended considerable time and effort on this
28 matter over the course of eight years and thousands of hours of litigation. We invested

1 considerable financial resources to develop this case. We developed evidence as best
2 we could through vigorous discovery, and presented our case with the support of two
3 experts. Our loss on summary judgment stemmed from the Court’s interpretation of
4 the RMA — that even if our proof was true, the conduct we alleged was permitted
5 under the RMA. Our loss also stemmed from the Court’s view that our evidence
6 — including statements by Omni’s director of revenue management that his objective
7 was not “not fill” the villas — did not indicate any bad faith undertaken by the
8 Defendants.

9 43. At this point, I could not advise that a client assume the risk of attorneys
10 fees to pursue an appeal. The potential exposure could be upwards of \$2 million if
11 Defendants incur significant additional expenses on appeal and the class does not
12 prevail on an appeal. This seems to be an outsized risk for any individual class
13 representative not worth the potential upside, which we estimate to be in the low to
14 mid six figures for each class member. I especially could not recommend that a client
15 face this risk in light of the Court’s skepticism of what I considered to be our best
16 evidence.

17 44. I am aware that absent class members have received notice of the
18 Court’s ruling on the motion for summary judgment. I do not expect that there will
19 be any objections to the class settlement.

20 45. While the settlement provides an extra benefit to the named class
21 members — Dean and Laurie Beaver will avoid their attorneys fee exposure by
22 entering into this settlement — that benefit to the named class members seems to me
23 an equitable result. Dean and Laurie Beaver put themselves forward and carried the
24 risks of an adverse attorneys fee award in filing this lawsuit in the first place. No
25 other potential class members came forward to present themselves as a named class
26 representative. Because of this willingness of the Beavers to step forward as named
27 class representatives, the rest of the class benefited from five years of vigorous legal
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1 representation that they would not have been afforded absent Dean and Laurie
2 Beaver's willingness to step forward on behalf of the class.

3 46. I declare under penalty of perjury under the laws of the United States
4 that the foregoing is true and correct to the best of my knowledge. Executed on
5 January 9, 2026 in Oakland, California.

6 */s/ Sam Ferguson*
7 Sam Ferguson

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Exhibit A

**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

DRAFT

Exhibit B

United States District Court for the Southern District of California

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.**

WHAT ARE YOUR OPTIONS?	
DO NOTHING	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.
OBJECT	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. The deadline for submitting a written objection is [REDACTED].
GO TO THE FINAL FAIRNESS HEARING	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. The Final Fairness Hearing is scheduled for [REDACTED].

WHAT THIS NOTICE CONTAINS

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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 or visit 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 **[insert date once set]**. 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 _____ at _____ 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 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

19. 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. 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.

DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE

1 MICHAEL J. REISER (133621)
2 MATTHEW REISER (315301)
3 ISABELLA MARTINEZ (315299)
4 REISER LAW, p.c.
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8 SAM FERGUSON (270957)
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10 1816 5th Street
11 Berkeley, CA 94710
12 Telephone: (510) 548-9005

13 Attorneys for Plaintiffs Dean and
14 Laurie Beaver

15 UNITED STATES DISTRICT COURT
16
17 SOUTHERN DISTRICT OF CALIFORNIA

18 DEAN BEAVER and LAURIE
19 BEAVER,

20 Plaintiffs,

21 v.

22
23 OMNI HOTELS MANAGEMENT
24 CORPORATION, et al.,

25 Defendants.
26
27
28

Case No. 20-cv-00191-AJB-KSC

**DECLARATION OF FRANK GRANGE
IN SUPPORT OF CLASS ACTION
SETTLEMENT**

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

DECLARATION OF FRANK GRANGE IN SUPPORT OF CLASS ACTION SETTLEMENT

I, Frank Grange, declare as follows:

1. I am over the age of eighteen and competent to make this declaration. I have personal knowledge of the facts stated herein and, if called as a witness, could and would testify competently thereto.

2. I am a member of the certified class in the above-captioned matter, *Beaver v. Omni Hotels Management Corporation, et al.*.

3. I own a villa at the Omni La Costa Resort and Spa in Carlsbad, California.

4. I was and am a signatory to the Rental Management Agreement (RMA) that was at issue in this litigation.

5. I believe that owners in the RMA program have not been receiving adequate rental income from their timeshare units.

6. I supported the merits and goals of this lawsuit when it was filed and throughout the litigation. I closely followed the litigation from its inception, as well

as the prior related lawsuit in San Diego Superior Court, *LC Investment 20/26 LLC v. LaCosta Investments*. I was also deposed by Defendants in this case as an unnamed class member.

7. I am aware that the class, represented by class representatives Dean Beaver and Laurie Beaver, did not prevail in this litigation and that the case was resolved against the class on summary judgment.

8. I am aware that Defendants filed a Motion for Attorney Fees and Costs seeking over one million dollars from the named class representatives, Dean Beaver and Laurie Beaver.

9. I understand that the parties have reached a tentative settlement whereby Defendants will dismiss their Motion for Attorney Fees and Costs in exchange for the Plaintiffs and class waiving their right to appeal the summary judgment decision.

10. I wish to express my sincere gratitude to Dean Beaver and Laurie Beaver for their service and courage in stepping forward to serve as class representatives in this litigation. They undertook significant personal risk and responsibility on behalf of all class members, including myself. I would not be willing to undertake this risk myself.

11. I support the proposed settlement between the parties.

12. I have no plans to intervene in this litigation to pursue an appeal.

13. I have no plans to intervene in or object to the proposed settlement.

14. I do not object to a mutual resolution that allows both parties to walk away from further litigation, particularly given that such a resolution would spare Dean and Laurie Beaver from the substantial financial risk and potential burden that a million-dollar fee award would impose, not only on them personally but potentially on the entire class.

15. While I am disappointed that the litigation did not result in a favorable outcome for the class, I believe that the proposed settlement is reasonable under the circumstances and in the best interests of the class members, including the named representatives who have already borne significant burdens on our behalf.

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

Executed this 8 day of JANUARY, 2026 at NAPA, CA

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DECLARATION OF FRANK GRANGE IN SUPPORT OF CLASS ACTION SETTLEMENT

**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 IAN DARLAND
IN SUPPORT OF JOINT MOTION
FOR PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT**

I, Ian Darland, 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 San Diego County, California.

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

3. I am an employee of Omni Hotels Management Corporation and work as Villa Manager at the Omni La Costa Resort & Spa.

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 Villa Manager at the Omni La Costa Resort & Spa, I
2 regularly communicate with Villa owners and have access to documents and information
3 regarding current and prior owners.

4 6. I was contacted by counsel for Omni for the purpose of updating a class
5 member contact list which I understand to have been initially prepared in connection with
6 providing notice to class members upon initial class certification in this matter. Since it
7 had been some time since the initial list was prepared, I was requested to review the list
8 to confirm and/or update last known contact information (consisting of mailing addresses
9 and e-mail addresses) for the class members listed therein.

10 7. Upon reviewing the list, I cross-referenced the individuals or entities
11 identified therein with our regularly maintained business records regarding Villa owner
12 contact information and other sources of information and communications, such as e-mail
13 correspondence, owner statements, and owner information spreadsheets, that might reveal
14 any changes or updated contact information for those current or prior owners. When more
15 current or updated mailing addresses or e-mail addresses were identified, I made note of
16 the updated information. That information was ultimately recorded in an updated class
17 contact information list, which I understand to have been shared with opposing counsel. I
18 have reviewed updated class member contact information list and, to the best of my
19 knowledge and belief, it includes all updated contact information I identified.

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

22 Executed on January 6, 2026, in Carlsbad, San Diego County, California.

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IAN DARLAND