

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

A court has authorized this Notice. This is not a solicitation from a lawyer.

READ THIS NOTICE CAREFULLY.

IF YOU STAYED AT THE BEACHWOOD MOTEL IN OCEANSIDE, CALIFORNIA FOR AT LEAST 28 CONSECUTIVE DAYS AT ANY TIME FROM MAY 23, 2018 THROUGH OCTOBER 4, 2024, THE PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS.

- A proposed settlement (the “Settlement”) of \$350,000 has been reached to resolve a class action lawsuit entitled Radmer v. Beachwood Motel, et al., Orange County Superior Court of California Case No. 30-2022-01261800-CU-CR-CXC (the “Action”). The person who sued, Jennifer Radmer, is called “Plaintiff.” The person and entities that are sued, Beachwood Motel Holding LLC; Ann Yang Hwu, as an individual and as trustee of Ann Hwu 1991 Revocable Trust; Jonathan Wang, as an individual and as trustee of 2009 Jonathan Wang Living Trust; and Kuang Chung Noel Wang, as an individual and as trustee of Kuang Chung Noel Wang 1993 Revocable Trust, are called “Defendants.”
- The purpose of this Notice of Proposed Class Action Settlement (“Notice”) is to briefly describe the Action, to inform you of your rights and options in connection with the proposed settlement, and to provide other important information.
- **YOU MAY BE ELIGIBLE TO RECEIVE A PAYMENT UNDER THE SETTLEMENT AND MAY BE BOUND BY THE RELEASE OF CLAIMS DESCRIBED IN THIS NOTICE AND THE SETTLEMENT AGREEMENT FILED WITH THE COURT, UNLESS YOU TIMELY REQUEST TO BE EXCLUDED FROM THE SETTLEMENT.**

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT	
Do Nothing	You will receive a share of the settlement proceeds. You will also give up your right to pursue a separate legal action against Defendants for the claims alleged in this Action.
Exclude Yourself From the Settlement	You have the option to pursue a separate legal action against Defendants about the claims in the Action. If you choose to do so, you must exclude yourself, in writing, from the settlement. As a result, you will not receive any benefits under the settlement.
Object to the Settlement	To object to the Settlement, you may write to the Court or appear at the Final Approval Hearing to explain why you disagree with the Settlement. You will still receive a share of the settlement proceeds. This option is available only if you do not exclude yourself from the settlement.

These rights and options, as well as deadlines, are further explained in this Notice.

What is the Action about?

Plaintiff brought the Action on behalf of herself and others who resided at the Beachwood Motel, located at 210 Surfrider Way, Oceanside, California 92054 (the “Hotel”), for at least 28 consecutive days and moved out, or checked out and re-registered, before the expiration of 30 consecutive days of occupancy. In the Action, Plaintiff alleges that Defendants required Plaintiff and other guests of the Hotel to move out, or check out and re-register, before 30 consecutive days of occupancy to avoid guests from gaining protections and rights reserved for tenants who reside in a hotel for 30 or more consecutive days. Plaintiff alleges that Defendants violated California Civil Code sections 1940.1 and 52.1, were negligent, and violated California Business & Professions Code sections 17200, *et seq.* She seeks damages, penalties, attorney’s fees, and litigation costs. Defendants deny all of Plaintiff’s allegations.

Why is there a settlement?

The Court has not decided in favor of Plaintiff or Defendants in the Action. Instead, Plaintiff and Defendants (the “Parties”) have reached a settlement to resolve the Action. The settlement is a compromise reached after good faith, arm’s length negotiations between the Parties, through their attorneys. This way, the parties can avoid the cost of a trial, and the Class Members can obtain relief. The Parties agree that the settlement is fair, adequate, and reasonable. Plaintiff and Class Counsel also believe the settlement is in the best interests of others who are similarly situated, such as you.

The settlement is a compromise and is not an admission by Defendants of any fault, wrongdoing, or liability.

The Court in charge of the Action is the Orange County Superior Court. The Court must still decide whether to approve the proposed settlement. If the settlement is not approved by the Court, the parties may go back to court for a trial.

Who is included in the settlement?

The Court has certified the following class (the “Class”):

All persons who currently reside or formerly resided at the Hotel for at least 28 consecutive days and moved out, or checked out and re-registered, before the expiration of 30 consecutive days of occupancy at any time from May 23, 2018 through October 4, 2024.

According to Defendants’ records, you are among those in the Class.

What if I am still not sure whether I am part of the settlement?

If you are not sure whether you are included, call (833) 647-9091, go to www.BeachwoodMotelSettlement.com, or contact Class Counsel, whose contact information is

provided below.

What are the settlement terms?

Subject to approval of the Court, \$350,000.00 (“Gross Settlement Amount”) will be paid on behalf Defendants and cover the following: (1) individual payments to members of the Class who do not opt out of the Class (“Class Members”); (2) the Court-approved incentive award to Plaintiff; (3) the Court-approved attorney’s fees and costs to Class Counsel; and (4) the costs of administering the Settlement.

A. Payments to Class Members.

After deduction from the Gross Settlement Amount for attorney’s fees and costs, the incentive award to Plaintiff, and the costs of administering the Settlement, there will be a Net Settlement Amount. Each Class Member will receive payment of a pro rata share of the Net Settlement Amount depending on the number of “Qualifying Stays.” “Qualifying Stay” means a stay of 28 or more consecutive days at the Hotel from May 23, 2018 through October 4, 2024 (the “Class Period”). The pro rata share of each Class Member will be calculated by (1) dividing the Net Settlement Amount by the total number of Qualifying Stays reflected in Defendants’ business records and (2) then multiplying that amount by the number of Qualifying Stays of the respective Class Member.

Your settlement check will be sent to the same address as this Notice. If a settlement check remains uncashed after 180 calendar days of issuance, the check will be void and the funds will be paid to San Diego Habitat for Humanity, a mutually agreeable Cy Pres organization serving low-income or unhoused people in the greater San Diego County area. In such event, the Class Member will remain bound by the terms of the Settlement and all Court orders.

B. Attorney’s Fees and Costs, Incentive Award, and Settlement Administration Costs.

Class Counsel will ask the Court to award reasonable attorney’s fees of up to \$215,000.00 and costs up to \$17,500.00 not including settlement administration costs. Yash Law Group (“YLG”) and Law Offices of Gerald S. Ohn, APC (“GSO”) have a fee sharing agreement that provides that GSO will receive 50% of the legal fees recovered in this matter and YLG will receive 50% of the legal fees recovered in this matter and that each of YLG and GSO will be reimbursed for the costs they respectively advanced. In addition, Class Counsel will ask the Court to authorize an incentive award of up to \$7,500.00 to Plaintiff for her efforts in prosecuting the Action on behalf of the Class. The Parties estimate the cost of administering the Settlement will total approximately \$7,500.00. Any amounts not awarded by the Court will be included in the Net Settlement Amount and will be distributed to Class Members as set forth above.

What are you giving up if you stay in the Class?

Unless you exclude yourself, you will be part of the Class. As a Class Member, you would release Defendants from any claims set forth below, and you could not sue Defendants for

such claims. You would also be bound by any decisions made by the Court.

A word-for-word copy of the release from the Stipulation of Settlement, which is available at www.BeachwoodMotelSettlement.com, is copied below:

Upon the complete distribution of the Gross Settlement Amount, Class Members, including Plaintiff, shall be deemed to have, and by operation of the Final Order and Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged Defendants and their managers, members, employees, related entities, affiliates, predecessors, successors, insurers, and assigns from any and all claims, rights, penalties, damages, demands, debts, accounts, duties, liens, charges, complaints, costs, and expenses (other than those costs, attorney's fees, and expenses required to be paid under this Stipulation of Settlement) arising from the events, acts, and omissions alleged in the Action, including the allegations that Defendants violated California Civil Code sections 1940.1 and 52.1 and any claims for damages, equitable relief, restitution, injunction, interest, and penalties arising therefrom. This release does not cover the rights and obligations of Defendants and Class Members under any written lease or other written agreement that is currently in effect.

All persons belonging to the Class who have timely and validly opted out of the Settlement do not release their claims and will not obtain any benefit from the Settlement.

What are your options regarding the settlement?

You have three options under this settlement, each of which is discussed below:

A. Do Nothing.

You may do nothing, if you wish. If you do nothing, you will receive a payment for your portion of the monetary award, subject to the Court's Final Approval of the settlement. You will also be bound by all terms of the settlement (including the release of claims), any Final Approval Order, and any Final Judgment entered in this Action.

B. Exclude Yourself From the Settlement.

You may exclude yourself from receiving a share of the settlement proceeds by submitting a timely and valid written request to opt-out to the Settlement Administrator (at the address shown on the last page of this Notice). To be valid, the opt-out form must set forth (a) the requestor's full name and current address; (b) a request to be excluded from the settlement; (c) the requestor's signature; and (d) the case name and case number of the Action. The Request to Opt-Out Form, enclosed with this Notice, can be used to request exclusion from the settlement. By submitting an opt-out form, you are requesting exclusion from the Class. To be

timely, the opt-out form must be mailed to the Settlement Administrator, postmarked by no later than **April 20, 2026**. If you timely and validly opt out, you will not be eligible to receive any compensation under the settlement, you will not be bound by the settlement, and you will have no right to object to the settlement or participate in the Final Approval Hearing.

Class Members who fail to submit a valid and timely written request for exclusion will be bound by the Settlement (including the release of claims), any Final Approval Order, and any Final Judgment entered in this Action.

C. Object to the Settlement.

You may object to the proposed settlement if you do not agree with the settlement or any of its terms, such as the number of your Qualifying Stays. If you wish to object to the settlement, you may file with the Court, and serve on the Settlement Administrator (at the address shown on the last page of this Notice), a written objection, postmarked by no later than **April 20, 2026**. The written objection must state (a) the objector's full name and current address; (b) the basis for the objection along with any documents that support the objection; (c) the objector's signature; and (d) the case name and case number of the Action. If you wish to object to the Settlement, you may also appear at the Final Approval Hearing and address the Court to explain why you disagree with the Settlement.

You can only object if you stay in the Class. If you object to the settlement, you still remain a Class Member and you still remain eligible to receive a share of the settlement proceeds.

Do I have a lawyer in this lawsuit?

The Court has appointed the law firms of Law Offices of Gerald S. Ohn, APC and Yash Law Group as counsel on behalf of the Class. These lawyers are referred to as Class Counsel. If you wish to hire your own separate attorney, you have the right to do so at your own expense.

Who are the attorneys representing the Parties?

The contact information for the attorneys representing the Parties in the Action are as follows:

Class Counsel

Gerald S. Ohn, Esq.
LAW OFFICES OF GERALD S. OHN, APC
800 S. Figueroa Street, Suite 750
Los Angeles, California 90017
Telephone: (213) 946-4192
Facsimile: (213) 669-2820
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Defense Counsel

Richard H. Glucksman, Esq.
Chelsea L. Zwart, Esq.
Segal McCambridge Singer & Mahoney, Ltd.
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Facsimile: (714) 406-2722
E-mail: ysingh@yashlaw.com

Email: rglucksman@smsm.com;
czwart@smsm.com

When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing regarding the settlement on **July 24, 2026, at 9:00am** before the Honorable William Claster in Department Dept. CX101 of the Orange County Superior Court of California, Civil Complex Center, located 751 W. Santa Ana Blvd., Santa Ana, California 92701. At the hearing, the Court will determine whether the proposed settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve the request of Class Counsel for attorney's fees and costs and the incentive award to Plaintiff. If there are objections, the Court will consider them. The Court may continue the Final Approval Hearing without further notice to the Class Members.

If the Court approves the settlement, there may be appeals. It is always uncertain whether appeals will be filed and, if so, how long it will take to resolve them. Settlement payments will be distributed to Class Members after the Court grants final approval to the settlement.

You are not required to attend the hearing. But you are welcome to the hearing at your own expense. If you attend, you may ask the Court for permission to speak at the hearing. You may attend the hearing by telephone or videoconference. For more information about remote appearances at the Orange County Superior Court, please visit the "Remote Appearance Info" webpage at www.occourts.org.

What if your address changes?

It is your responsibility to inform the Settlement Administrator of your correct address. If your address is different from the address on the envelope that contained this Notice, please send any change of address along with your name, birth date, and former address to the Settlement Administrator at the address listed below.

How do I get more information?

For more information regarding the Settlement, you may visit the website www.BeachwoodMotelSettlement.com or call the toll-free number (833) 647-9091.

You may also contact Class Counsel at the addresses and telephone numbers provided in this Notice. Your communications with Class Counsel regarding the Action will be confidential.

You may also contact the Settlement Administrator at Simpluris, Inc., at P.O. Box 25226, Santa Ana, CA, 92799, Tel. (833) 647-9091.

You may obtain additional information about this case from the Orange County Superior Court's official website: <https://www.occourts.org/online-services/case-access/civil-case-access>. You will need to enter the case number (30-2022-01261800-CU-CR-CXC) to access this information. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

DO NOT CONTACT THE COURT REGARDING THIS NOTICE. THE COURT IS NOT ABLE TO PROVIDE ANY INFORMATION OR ADVICE REGARDING THIS NOTICE.