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Superior Court of California
County of Los Angeles
09/30/2026
David W. Slayton, Executive Officer / Clerk of Court
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IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

MELODY CHENG, on behalf of herself and all others similarly situated,

Plaintiff,

vs.

ONNI BROADWAY BLOCK LONG BEACH LLC, a Delaware limited liability company, **ONNI MANAGEMENT CALIFORNIA INC.**, a Delaware Corporation, **ONNI PROPERTIES LLC,** an Arizona limited liability company, and **DOES 1 through 10**, inclusive,

Defendants.

Case No.: 25STCV30653

~~[REVISED PROPOSE~~D] ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Date: September 30, 2026
Time: 11:30 a.m.
Judge: Hon. Carolyn B. Kuhl
Dept.: 12

Complaint Filed: October 20, 2025

1. This matter is before the Court on Plaintiff Melody Cheng's ("Plaintiff") Motion for Preliminary Approval of Class Action Settlement. Plaintiff, individually and on behalf of the proposed settlement class, and Defendants Onni Broadway Block Long Beach LLC, Onni Management California Inc., and Onni Properties LLC (collectively "Onni" or "Defendants") have entered into a Class Action Settlement Agreement and Release ("Settlement Agreement") that, if approved, would settle the above-captioned litigation. Having considered the motion, the Settlement Agreement together with all exhibits and attachments thereto, the record in this matter, and the briefs, supporting papers, and arguments of counsel, IT IS HEREBY ORDERED as set forth below.

2. The Court has jurisdiction over this litigation, Plaintiff, Defendants, the Class Members, and the Settlement Administrator, who by agreeing to administer the Settlement consents to the jurisdiction of this Court and to be bound by any order of this Court related to administration of the Settlement.

3. Unless otherwise defined herein, all terms that are capitalized herein shall have the same meaning ascribed to those terms in the Settlement Agreement.

I. PRELIMINARY APPROVAL OF SETTLEMENT

4. The Court finds that: the Settlement Agreement appears to be the result of serious, informed, non-collusive negotiations; that it does not improperly grant preferential treatment to any individual or segment of the Class; and that its terms appear to be fair, reasonable, and adequate.

5. The Court therefore GRANTS preliminary approval of the Settlement Agreement and all of the terms and conditions contained therein, with the terms of the Release described in the Settlement Agreement being revised by the Parties as described in Paragraph 7 of the Supplemental Declaration of Christina Tusan.

II. PRELIMINARY CERTIFICATION OF SETTLEMENT CLASS

6. The Court preliminarily certifies the Class for settlement purposes only.

7. The Class is defined as follows:

> All current and former tenants and applicants of Onni, in California, who had a lease with Onni that covered any portion of the period from January 1, 2025, to March 4, 2026, or their information was accessible to IDIQ (a third party) through the Yardi database. Excluded from the Class are tenants who signed an opt-in form that permitted release of their information to IDIQ and tenants who moved in after April 1, 2025, and who signed a lease addendum that permitted release of their information to IDIQ.

8. The Court preliminarily finds that: the Class is comprised of approximately 2,500 individuals before any opt outs; there are questions of law or fact common to the Class; the claims of

Plaintiff, as class representative, are typical of the Class Members' potential claims; and Plaintiff and her Counsel will fairly and adequately protect the interests of the Class.

9. The Court preliminarily finds that the Class satisfies the requirements of class certification for purposes of settlement because: the questions of law or fact common to the Class predominate over individual questions; class action litigation is superior to other available methods of adjudication of this controversy; and Defendants have acted on grounds that apply generally to the Class.

10. The Court hereby appoints Plaintiff Melody Cheng as Class Representative.

11. The Court hereby appoints as Class Counsel Christina Tusan and Adrian Barnes, as well as their firm, Tusan Law P.C.

III. NOTICE AND ADMINISTRATION

12. Pursuant to the Settlement Agreement, the Parties have requested that Analytics Consulting LLC be designated as the Settlement Administrator. The Court approves the designation. The Settlement Administrator shall perform all the duties of the Settlement Administrator set forth in the Settlement Agreement.

13. The Court finds that the proposed Notice and the procedures set forth in the Settlement Agreement for identification of the Class Members and distribution of the Notice (with the additional agreement of the Parties to provide notice in Spanish as described in the Motion for Preliminary Approval and the additional agreements of the Parties regarding the timing of Class Notice and the contents of the Class Notice, including the description of the Release therein, described in the Supplemental Declaration of Christina Tusan), satisfy the requirements of due process and provide fair and reasonable notice under the circumstances. The Notice and distribution procedures are reasonably calculated to apprise Class Members of the nature of this litigation, the scope of the Class, the terms of the Settlement Agreement, the right of Class Members to object to the Settlement Agreement or exclude themselves from the Class and the process for doing so, and of the Final Approval Hearing. The Court therefore approves the Notice and the proposed procedures for distribution of the Notice and directs the parties and the Settlement Administrator to proceed with providing notice accordingly. The notice shall include the release language as set forth in the Declaration of Christina Tusan filed 9/21/26.

14. The Court also approves the Parties' selection of www.IDIQOnniprivacysettlement.com for the address of the Settlement Website.

IV. EXCLUSION AND OBJECTIONS

15. Class Members who wish to object to the Settlement may do so by timely submitting

written notice via fax, email, or mail of such intent (an "Objection") to the specified fax number, email address, or mailing address of the Settlement Administrator, sent no later than 60 calendar days after the initial emailing of the Long-Form Notice by the Settlement Administrator (the Objection Deadline). The deadline for timely submission of Objections will be extended by 14 calendar days for any Settlement Class Member to whom the Long-Form Notice is undeliverable, and to whom a Postcard Notice is mailed.

16. For a notice of objection to be considered by the Court it must (i) set forth the Settlement Class Member's full name, current address, telephone number, and email address and, if represented by counsel, that of his/her counsel; (ii) state that the Settlement Class Member objects to the Settlement, in whole or in part; (iii) set forth a statement of the legal and factual basis for the Objection; and (iv) provide copies of any documents that the Settlement Class Member wishes to submit in support of his/her position. The notice of objection must also be returned by fax, email, or mail to the Settlement Administrator and be received by the Settlement Administrator at the specified fax number, email address or mailing address indicated in the Notice, and be faxed, emailed, or postmarked on or before the Objection Deadline described above. Class Members may appear at the Final Approval Hearing to object to the settlement, either in person or through counsel, at their own expense.

17. Any Class Member who does not timely submit a written objection in accordance with these procedures and the procedures detailed in the Notice and Settlement Agreement, shall be deemed to have waived any objection, shall not be permitted to object to the Settlement, and shall be precluded from seeking any review of the Settlement Agreement or the terms of the Settlement Agreement by appeal or any other means.

18. Any Settlement Class Member wishing to opt out and exclude themselves from the Settlement Class must timely submit a written Request for Exclusion to the Settlement Administrator at the address included in the Class Notice. For the Request for Exclusion to be valid and timely, it must clearly manifest the individual's intent to opt-out of the Settlement Class and it must be faxed, emailed, or postmarked no later than 60 calendar days after the initial emailing of the Long-Form Notice by the Settlement Administrator (the Exclusion Deadline). The deadline for timely submission of Requests for Exclusion will be extended by 14 calendar days for any Settlement Class Member to whom the Long-Form Notice is undeliverable, and to whom a Postcard Notice is mailed.

19. The Settlement Administrator may not reject a Request for Exclusion as invalid because it fails to contain all of the information specified in the Class Notice. The Settlement Administrator shall accept any Request for Exclusion as valid if the Settlement Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The

Settlement Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Settlement Administrator has reason to question the authenticity of a Request for Exclusion, the Settlement Administrator may demand additional proof of the Class Member's identity. The Settlement Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

20. Any Class Member who opts out of the Class in the manner and within the time limit specified above will not have any rights under the Settlement Agreement; will not receive any compensation under the Settlement Agreement; will not have standing to submit any objection to the Settlement Agreement; and will not be bound by the Settlement Agreement.

21. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Settlement Class Member, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Settlement Class Members' Release of the Settlement Agreement, regardless of whether the Settlement Class Member actually receives the Class Notice or objects to the Settlement.

22. Substantial compliance with the above is required. The written objection or opt-out requirements can be waived upon a showing of good cause.

V. FINAL APPROVAL HEARING

23. The Court will hold a Final Approval Hearing on 4/1/2027 at 10:30 a.m./~~p.m.~~ in Department 12 of the Superior Court of California, County of Los Angeles, 312 North Spring Street, Los Angeles, CA 90012.

24. At the Final Approval Hearing, the Court will consider whether: (a) the Settlement is fair, reasonable, and adequate; (b) the Class should be finally certified for purposes of the Settlement; (c) a final judgment should be entered; and (d) Class Counsel's motion for attorneys' fees and costs and a Settlement Class Representative Enhancement Payment should be granted.

25. The Court reserves the right to continue the date of the Final Approval hearing without further notice to Settlement Class Members.

IT IS SO ORDERED

Dated: 09/30/2026

Carolyn B. Kuhl / Judge

Hon. Carolyn B. Kuhl
Superior Court Judge