Cheng v. Onni Broadway Block Long Beach LLC et al.
Los Angeles County Superior Court, Case No 25STCV30653

The Superior Court for the State of California authorized this Notice. Read it Carefully! It's not a junk email, spam, an advertisement, or a solicitation by a lawyer. You are not being sued.

If you are a current or former tenant or applicant 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 whose information was accessible to IDIQ (a third party) through the Yardi database, and you did not (i) sign an opt-in form that permitted release of your information to IDIQ, or (ii) move in after April 1, 2025, and sign a lease addendum that permitted release of your information to IDIQ, you are entitled to receive a payment in this Class Action Settlement.

The settlement resolves a class action lawsuit pending in Los Angeles County Superior Court ("Court") titled *Cheng v. Onni Broadway Block Long Beach LLC et al.* ("Action") in which Plaintiff Melody Cheng alleges that Onni Broadway Block Long Beach LLC, Onni Management California LLC, and Onni Properties LLC ("Onni" or "Defendants") violated California laws that prohibit sharing of tenants and prospective tenants' private information without notice and consent. Plaintiff seeks civil penalties under the California Consumer Privacy Act (Civil Code § 1798.100, *et seq.*), damages for breach of contract, interest, and attorneys' fees and costs.

Defendant has agreed to pay to $240,000 to settle the Action. After notice and administration fees and costs, an incentive award to Plaintiff, and Class Counsel's attorneys' fees and costs are deducted, the entire remaining amount (estimated to be $125,000) ("Net Settlement Amount") will be available to be paid in equal shares to the estimated 2,500 Settlement Class Members (approximately $50 per Settlement Class Member). You do not have to do anything to receive payment.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Onni to make payments under the Settlement and requires Class Members to give up their rights to assert certain claims against Onni.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE PAYMENT	Get a payment and give up your legal rights to pursue claims released by the settlement of the Lawsuit.
OPT OUT OF THE SETTLEMENT THE OPT-OUT/EXCLUSION DEADLINE IS JANUARY 15, 2027	Opt-out/exclude yourself from the Settlement, get no payment, and retain your legal rights to pursue claims that would otherwise be released by the settlement of the Lawsuit. If you opt-out, you will not be able to object to any portion of the proposed settlement. See **Section 7** of this Notice.
OBJECT TO THE SETTLEMENT WRITTEN OBJECTIONS MUST BE SUBMITTED BY JANUARY 15, 2027	If you do not opt out, you may object to the Settlement by mailing, e-mailing or faxing your objection to the Settlement Administrator or you may appear at the Final Approval Hearing and make an oral objection. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class

	Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Settlement Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See **Section 8** of this Notice.
PARTICIPATE IN THE APRIL 1, 2027 FINAL APPROVAL HEARING	You may appear and address the Court during the Final Approval hearing scheduled for April 1, 2027, at 10:30 a.m. in Department 12 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. You can verbally object to the Settlement at the Final Approval Hearing. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. See Section **9** of this Notice.

BASIC INFORMATION

1. What is this Lawsuit about?

Plaintiff Melody Cheng ("Plaintiff") alleges that between January 1, 2025, and March 4, 2026, Defendants violated California laws that prohibit sharing of tenants and prospective tenants' private information without notice and consent. The Court has not ruled on the merits of Plaintiff's claims and Defendants deny any violations. However, to resolve the case, Defendants have agreed to settle the Action.

2. Why is there a Settlement?

So far, the Court has made no determination whether Defendants or Plaintiff are correct on the merits. In the meantime, Plaintiff and the Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating and agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a settlement agreement and agreeing to ask the Court to enter a judgment ending the Action, Plaintiff and Defendants have negotiated a proposed settlement that is subject to the Court's final approval. Both sides agree the proposed settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe that this settlement is fair and reasonable and is in the best interests of all Class Members. Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. What Are the Terms of the Settlement?

1. Maximum Settlement Amount: The Parties have agreed to settle the Lawsuit for a "Maximum Settlement Amount" of Two Hundred and Forty Thousand Dollars ($240,000) on a non-reversionary basis. This means that the entire Maximum Settlement Amount will be paid out, subject to various Court-approved deductions

2. Court Approved Deductions from Maximum Settlement: At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Maximum Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:
   (a) attorneys' fees of up to $80,000 (1/3 of the Maximum Settlement Amount) and reimbursement of litigation costs of Class Counsel not to exceed $15,000. To date, Class Counsel have worked and incurred expenses on the Action without payment.
   (b) service payment to the Class Representative not to exceed $5,000 total for filing the Action, working with Class Counsel and representing the Class. A class representative award will be the only monies Plaintiff will receive other than Plaintiff's individual class payment.
   (c) all costs of third-party administration for the Settlement Administrator, not expected to exceed $15,000;

   Settlement Class Members have the right to object to any of these deductions. The Court will consider all objections.
3. Net Settlement Distributed to Class Members. What remains after these payments are made is called the "Net Settlement Amount," which is estimated to be in the amount of approximately $125,000 depending on the final Court-approved deductions as discussed above. The Net Settlement Amount shall be distributed in equal shares to each Class Member, as described in the next section.

4. How much will I get from the settlement?

1. Individual Settlement Payments. The Administrator will calculate Individual Settlement Payments by dividing the Net Settlement Amount equally among all Settlement Class Members (i.e., all Class Members who do not submit a valid and timely Request for Exclusion, discussed in Section **7**, below). There are estimated to be 2,500 class members. So, the estimated Individual Settlement Payment to be sent to Settlement Class Members is $50.

5. When would I get my payment?

The Administrator will send, by U.S. mail, a single check to every Settlement Class Member (i.e., every Class Member who doesn't opt-out).

Your check will be sent to the last address for you on file with Defendants, except that the Settlement Administrator will use a national database to attempt to confirm whether there is a more up-to-date address for you. You may contact the Settlement Administrator to notify them of your current address. Section 10 of this Notice has the Administrator's contact information.

Need to Promptly Cash Payment Checks. The front of every check will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will irrevocably lost to you because they will be paid to a non-profit organization or foundation ("Cy Pres").

6. What claims am I releasing?

Settlement Class Members' Release. After the Judgment is final, Settlement Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or related entities based on the facts alleged in the Action and arising during the Class Period. The Settlement Class Members will be bound by the following release:

> On the Effective Date and in consideration of the promises and covenants set forth in this Settlement Agreement, Plaintiff and all Settlement Class Members (i.e. Class Members who do not opt out of the Class) shall release the Released Entities from all Released Claims. Thereafter, Plaintiff and each and every Class Member shall be permanently barred from initiating, asserting and/or prosecuting any Released Claim(s) against any of the Released Entities in any court, arbitration, tribunal, forum or proceeding.

"Released Claims" means all liabilities, rights, claims, actions, causes of action, and demands whether legal, statutory, or equitable, that are alleged in the Complaint or could reasonably have been alleged based on the facts and claims asserted in the Complaint and arising in the Class Period, including, without limitation, all liabilities, rights, claims, actions, causes of action, and demands resulting from, arising out of, based upon, or relating to the Unauthorized Access Incident.

"Released Entities" means (i) each Defendant; (ii) each Defendant's current and former parents, subsidiaries, divisions, related or affiliated companies; (iii) the current and former officers, directors, employees, stockholders, partners, members, managers, servants, attorneys, representatives, insurers, reinsurers and/or subrogees of any Defendant and/or any of its current and former parents, subsidiaries, divisions, departments; (iv) all predecessors and/or assigns of any of the foregoing; and (v) any individual or entity related to any Defendant that could be liable for any of the Released Claims.

7. How can I opt out of this settlement?

You will be treated as a Settlement Class Member, participating fully in the Class Settlement, unless you notify the Administrator via mail, email or fax, not later than **January 15, 2027** that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the **January 15, 2027** Exclusion Deadline. The Request for Exclusion should be from a Class Member, must be signed the Class Member, and must clearly indicate the Class Member's intent to opt-out of the Settlement Class. Excluded Class Members (i.e., Non-Settlement Class Members) will not receive Settlement Payments, but will preserve their rights to personally pursue claims similar to those alleged in this Action against Defendants.

8. How do I tell the Court that I do not agree with the settlement?

Only Settlement Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendants are asking the Court to approve. At least 16 court days before the April 1, 2027 Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section **10** of this Notice) will email you copies of these documents at no cost to you. You can also view them on the Administrator's Settlement Website www.IDIQOnniprivacysettlement.com or the Court's website https://www.lacourt.ca.gov/casesummary/v2web3/.

A Settlement Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is January 15, 2027**. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Please also provide copies of any documents you wish to submit to support your position. Make sure you identify the Action - *Cheng v. Onni Broadway Block Long Beach LLC et al.*, Los Angeles County Superior Court, Case No 25STCV30653 - and include your name, current address, telephone number, email address, and, if represented by Counsel, your Counsel's name, address, telephone number, and email address. Section **10** of this Notice has the Administrator's contact information.

Alternatively, a Settlement Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

9. Can I attend the Final Approval Hearing?

You can, but don't have to, attend the Final Approval Hearing on April 1, 2027 at 10:30 a.m. in Department 12 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Maximum Settlement will

be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (https://www.lacourt.org/lacc/). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website www.IDIQOnniprivacysettlement.com beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

10. Are there more details about the settlement?

The Agreement sets forth everything Defendants and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Settlement Administrator's website at www.IDIQOnniprivacysettlement.com. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (https://www.lacourt.ca.gov/casesummary/v2web3/) and entering the Case Number for the Action, Case No. 25STCV30653. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

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PLEASE DO NOT CONTACT THE COURT OR DEFENDANTS WITH INQUIRIES

11. What if I lose my check?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you will have no way to recover the money.

12. What if I change my address?

If you change your address or if you want to confirm that the Administrator has the correct mailing address to which the Administrator should send your check, please notify the Administrator. Section **10** of this Notice has the Administrator's contact information.