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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

MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF PLAINTIFFS' MOTION FOR ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Date: September 3, 2026
Time: 10:30 a.m.
Judge: Hon. Carolyn B. Kuhl
Dept.: 12

Complaint Filed: October 20, 2025

I. INTRODUCTION

Plaintiff Melody Cheng ("Plaintiff") seeks preliminary approval of a non-reversionary $240,000 settlement of her privacy class action claims against Onni Broadway Block Long Beach LLC, Onni Management California Inc., and Onni Properties LLC (collectively "Onni" or "Defendants"), on behalf of a proposed Settlement Class of approximately 2,500 current and former California tenants and applicants of Onni who had a lease covering any portion of the period from January 1, 2025 to March 4, 2026, or whose information was accessible to IdentityIQ ("IDIQ") through the Yardi database.

Plaintiff alleges that Onni, in connection with an attempt to offer positive rental payment reporting to tenants under California Civil Code section 1954.07, disclosed Class Members' confidential personal information—including names, addresses, phone numbers, email addresses, and social security numbers—to IDIQ without Class Members' knowledge or consent, in violation of the California Consumer Privacy Act ("CCPA"), Cal. Civ. Code section 1798.100, et seq., and in breach of Onni's lease agreements with its tenants.

Plaintiff filed her Complaint on October 20, 2025. Defendants filed a joint Notice of Appearance on December 8, 2025. On January 9, 2026, the Parties filed a Joint Initial Status Conference Response Statement in which they indicated to the Court that they were in the process of securing a mediation date with a mutually-agreed-upon mediator in early March. The Parties ultimately attended a mediation on March 4, 2026, presided over by Mediator Jill Sperber. At the mediation, the Parties were successful in reaching a settlement of Plaintiff's putative class claims and, shortly, thereafter executed a binding memorandum of understanding. The Parties continued their arm's-length negotiations, and, on June 15, 2026, the Parties entered into a Class Action Settlement Agreement ("Settlement Agreement" or "SA"), which is now presented to the Court for preliminary approval. Under the SA, all Settlement Class Members will receive an equal share of the Net Settlement Amount.

Plaintiff now respectfully requests that the Court enter a Preliminary Approval Order which: (1) Preliminarily approves the Class Action Settlement Agreement; (2) Provisionally certifies the Settlement Class (only for purposes of effectuating this Settlement); (3) Approves the Notice Program and Class Notices proposed in the Settlement Agreement; (4) Appoints the Settlement Administrator and directs the Settlement Administrator to administer the Settlement in accordance with the provisions of the

Settlement Agreement; (5) Approves the Objection and Exclusion procedures as outlined in this Settlement Agreement; (6) Preliminarily appoints Plaintiff Melody Cheng as Class Representative; (7) preliminarily appoints Christina Tusan and Adrian Barnes, as well as their firm, Tusan Law, P.C. as Class Counsel; and (8) schedules a Final Approval Hearing.

II. OVERVIEW OF THE SETTLEMENT

The Settlement Agreement resolves all claims of Plaintiff and the proposed Class. Defendants deny any allegations of liability or wrongdoing, and the settlement does not constitute an admission of any liability or violation of law. A summary of the Settlement terms is as follows:

1. Maximum Settlement Amount ("MSA") – Onni will pay a non-reversionary sum of $240,000.00 to settle all claims alleged in the operative Complaint. SA ¶ 48. Should the class size increase by more than 10%, the MSA shall increase proportionally by the number of Class Members in excess of that threshold. *Id* ¶ 49.

2. Attorneys' Fees, Costs, and Service Awards – Counsel will seek attorneys' fees of up to one third of the MSA and up to $15,000 to reimburse out-of-pocket litigation costs. SA ¶ 91. Class Counsel will also seek a Service Award of up to $5,000 for Plaintiff. *Id.* ¶¶ 89-90.

3. Settlement Administrator and Administration Costs – The Parties have mutually agreed to retain Analytics Consulting LLC as Settlement Administrator. SA ¶ 54. Administration Costs are estimated not to exceed $15,000. *Id.* ¶ 56.

4. Net Settlement Amount ("NSA") – The NSA is the amount remaining of the MSA after deductions of attorneys' fees, litigation costs, the Service Award, and Administration Costs, as approved by the Court. SA ¶ 82. All Settlement Class Members will receive an equal share of the NSA. *Id.* ¶ 83.

5. Notice to Class Members – Within 15 days of the entry of the Preliminary Approval Order, Onni will provide the Settlement Administrator with the Class List. SA ¶ 65. Within 45 days after entry of the Preliminary Approval Order, the Settlement Administrator will provide the Long-Form Notice substantially in the form of Exhibit A to the SA via email to each Class Member.[1] For each email

[1] The Parties have additionally agreed that the email notice will be provided in English followed by a Spanish translation. The Parties believe this is necessary given that Onni permits tenants and applicants to complete forms in either English or Spanish.

that bounces back, the Settlement Administrator will perform an in-depth search for a valid email address and resend; if no valid email address can be found, a Postcard Notice (in substantially the form attached the SA as Exhibit B)[2] will be mailed to the Class Member's most recent mailing address. *Id.* ¶ 66. If the postcard notice is returned to the Settlement Administrator with a forwarding address, it will be automatically re-mailed to the updated address. If the Postcard Notice is returned without a forwarding address, it will be sent through an advanced address search process in an effort to find a more current address for the record. If an updated address is obtained through the advanced search process, the Settlement Administrator will re-mail the notice to the updated address. *Id.*

6. Settlement Website – The Settlement Administrator will create and maintain a Settlement Website to be launched within 45 days after entry of the Preliminary Approval Order. SA ¶ 68. The parties have agreed that the Settlement Website will be www.IDIQOnniprivacysettlement.com, subject to Court Approval. Any change in the date or location of the Final Approval Hearing will be posted to the Settlement Website. The Settlement Administrator will also post other information of interest to Class Members including copies of the Settlement Agreement, this Motion for Preliminary Approval, the forthcoming Motion for Final Approval, and the Judgment. *Id.* ¶¶ 69-70. The Parties have also agreed that the Settlement Administrator will create a Spanish-language page on the website which will provide the information contained in the Long-Form Notice, and other pertinent information.

7. Settlement Administrator Access by Class Members – The Settlement Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes, and emails. SA ¶ 70. Communications from Class Members may be in English or Spanish.

8. Payment Distribution – Within 10 days of the Final Approval Order and Final judgment becoming final ("Effective Date"), the Settlement Administrator will distribute, subject to approval by the Court, Settlement Payments, attorneys' fees and costs, Administration Costs, and the Service Award. SA ¶¶ 84-86. Settlement Payment checks not cashed within 180 calendar days will be canceled. *Id.* ¶ 87.

9. Cy Pres Distribution – Residual unclaimed funds will be directed to the Privacy Rights

[2] The Parties have agreed that the Postcard Notice, while in substantially the form attached to the SA as Exhibit B, will also contain a link to a Spanish-language page on the settlement website and a short statement in Spanish directing the recipient to visit that link for more information.

Clearinghouse, a 501(c)(3) nonprofit organization committed to advancing data privacy, which promotes the law consistent with the purposes of the instant Action. SA ¶ 88.

10. Scope of Release – Settlement Class Members will release 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 liability, rights, claims, actions, causes of action, and demands resulting from, arising out of, based upon, or relating to the Unauthorized Access Incident.. SA ¶ 35. Plaintiff will also provide a general release to Defendants. *Id.* ¶ 115.

III. THE COURT SHOULD PRELIMINARILY APPROVE THE SETTLEMENT: *DUNK*/*KULLAR* ANALYSIS

A. Summary of the Case

1. Background

a. Onni's Implementation of Positive Rental Payment Information Reporting

On September 19, 2024, Governor Newsom approved Assembly Bill No. 2747, which added section 1954.07 to the California Civil Code, requiring landlords to offer their tenants the option to have their positive rental payment information reported to at least one nationwide consumer reporting agency. Pursuant to section 1954.07, Onni was required to provide its tenants who had a lease "outstanding as of January 1, 2025" with an "offer of positive rental payment information reporting" "no later than April 1, 2025." Pursuant to section 1954.07, Onni was also required to provide its tenants who entered into a lease "on and after April 1, 2025," with an "offer of positive rental payment information reporting at the time of the lease agreement." Declaration of Christina Tusan ("Tusan Decl.") ¶ 18.

In April of 2025, Onni informed Plaintiff and other Class Members, by email, that it had partnered with IDIQ to provide positive monthly rental payment reporting for its tenants to major credit bureaus. Tusan Decl. ¶ 19. Plaintiff contends that Onni's communications indicated that tenants would have to take action to opt out of the positive monthly rental payment reporting with IDIQ. *Id*.

Plaintiff alleges that, in order to facilitate its program with IDIQ, Onni provided IDIQ with its tenants' private information including their name, address, email address, and social security number ("Private Information") before notifying Plaintiff or Class Members of its arrangement with IDIQ and

without their consent. Tusan Decl. ¶ 20.

b. Onni's Privacy Policy

At all relevant times, Onni has maintained a Privacy Policy which covers all Defendants in the instant case. Tusan Decl. ¶ 21. The Privacy Policy applies to "all personal information collected by [Onni] about any individual that interacts with [Onni], including. . ., our tenants, guests and visitors of our properties." *Id.* Thus, Plaintiff and all other members of the putative class, as tenants of Onni, are protected by Onni's Privacy Policy. *Id.*

The Privacy Policy explicitly describes the types of personal information which Onni may collect from its tenants, including names, addresses, telephone numbers, email addresses, social security numbers, and driver's license numbers. Tusan Decl. ¶ 22. It also sets out how tenants' personal information may be used. *Id*. These potential uses include: to establish, develop and preserve our business relationship with you; to provide you with the services we offer, and ensure all related transactions are supported and implemented; to authenticate your identity and preserve your privacy when you contact Onni by telephone, electronic means or otherwise; to ensure our records are accurate and to protect you and Onni from error and fraud; and, to meet legal and regulatory requirements and allow us to meet contractual requirements relating to the services we provide. *Id*. Plaintiff alleges that none of the listed potential uses can be reasonably read to encompass directly providing Private Information to a third party for positive rental payment reporting purposes without tenants' consent. *Id*.

With respect to tenants in particular, including Class Members, the Privacy Policy notes: "We collect personal information from tenants to evaluate their creditworthiness, evaluate and process applications for tenancy, prepare leases and to provide tenants with relevant information and services throughout the term of the lease (including specialized services and memberships, such as for parking and fitness facilities)." Tusan Decl. ¶ 23. Again, Plaintiff contends, there is no suggestion that tenants' Private Information would be shared, without consent, with a third party for positive rental payment reporting services. *Id*. Further, the Privacy Policy promises Onni's tenants: "Unless required or authorized by law, Onni will not collect or use personal information for any other or new purpose without obtaining further consent." *Id*.

Moreover, the Privacy Policy describes specific purposes for which Onni may share tenants' personal information. Tusan Decl. ¶ 24. Among these purposes, Onni discloses that it may share personal information: within the Onni Group of Companies; with service providers hired to perform services on Onni's behalf, including "internal audit, management, billing, website hosting or similar services"; in connection with "the proposed or actual sale, transfer, amalgamation, re-organization, financing, securitization, insuring or assignment of all or parts of [Onni's] business or assets"; when compelled to share personal information pursuant to a legal or regulatory demand or requirements; and, for other purposes, but only with the consent of tenants and in accordance with applicable law. *Id*.

Finally, the Privacy Policy contains a "CCPA Privacy Notice for California Consumers." Tusan Decl. ¶ 25. This CCPA Privacy Notice does not indicate that California tenants' personal information will be disclosed for any purpose other than those already listed in the Privacy Policy. It explicitly states: "We collect, use and disclose personal information of California consumers as detailed in this Privacy Policy." *Id*.

c. Plaintiff's and Other Class Members' Lease Agreements

Onni's lease agreements with Plaintiff and Class Members provide that Onni will inform Plaintiff and Class Members, "at or before the point of collection, . . . as to the categories of personal information to be collected and the purposes for which the categories of personal information will be used." Tusan Decl. ¶ 26. Plaintiff contends that at no time did Onni inform Plaintiff or Class Members that it would share their Private Information with IDIQ for the purposes of permitting the positive reporting of their rental payments to credit reporting agencies or for any other purpose. *Id*. ¶ 27.

2. CCPA Claims

The California Consumer Privacy Act, Cal. Civ. Code § 1798.100, *et seq.*, was enacted to protect consumers' sensitive information from collection, use, and disclosure by businesses without appropriate notice and consent. Defendants are covered by the CCPA as "business[es]" within the meaning of section 1798.140(d). Plaintiff and other Class Members are "consumer[s]" within the meaning of section 1798.140(i). Under section 1798.150(a)(1) of the CCPA, "personal information," as defined by section 1798.81.5(d)(1)(A), includes "[a]n individual's first name or first initial and the individual's last name in combination with any one or more of the following data elements, when either the name or the data

elements are not encrypted or redacted: (i) Social security number . . . ."

Plaintiff's CCPA claim alleges that the Private Information, as defined above, allegedly disclosed by Onni to IDIQ with respect to each Class Member falls within the type of "personal information" made actionable under section 1798.150(a)(1). Moreover, Plaintiff contends, Onni's disclosure of its tenants' Private Information was unauthorized, within the meaning of section 1798.150(a)(1), because it was not disclosed for a purpose about which Plaintiff and other Class Members were informed by Onni's CCPA Privacy Notice.

3. Breach of Contract Claims

As described above, Plaintiff alleges that Defendants breached their lease agreements with Plaintiff and Class Members by disclosing Plaintiff's and Class Members' Private Information to IDIQ without informing Plaintiff and other Class Members at or before collecting their Private Information, that they would disclose that information to a third party for the purposes of positive rental payment reporting.

B. Summary of the Investigation and Discovery Conducted

Prior to retaining Counsel, Plaintiff conducted her own investigation into her concerns that her Private Information had been shared with IDIQ without her permission. Cheng Decl. ¶¶ 2-6. Plaintiff communicated with both Onni and IDIQ and shared those communications with Counsel. Tusan Decl. ¶ 28. Counsel for Plaintiff also conducted their own investigation into the positive rental payment reporting service offered by IDIQ, and the rental properties owned and managed by Onni in California. *Id*.

Following the filing of Plaintiff's Complaint, the parties agreed to attend mediation and engage in an informal document and data exchange in preparation for the mediation. Tusan Decl. ¶ 29. In response to Plaintiff's written questions, Defendants produced information regarding: the class size; the types of information shared between Onni and IDIQ; the dates of the period during which Onni shared such information regarding tenants with IDIQ; remedial efforts undertaken by Onni. *Id*. ¶ 30. Defendants also produced a sample lease agreement and a copy of the addendum added to the lease agreement through which tenants can opt-in to positive rental payment reporting. *Id*. ¶ 31. Prior to the mediation, Counsel for Plaintiff also continued their own investigation, gathering additional documents and data, including all versions of Onni's privacy policy, and copies of Onni and IDIQ's communications with

Class Members. *Id*. ¶ 32.

Having carefully reviewed and considered all of this information, Plaintiff was adequately informed to make the decision to settle this case on the proposed terms. Tusan Decl. ¶ 33.

C. Summary of Settlement Negotiations

California courts recognize that "a presumption of fairness exists where … [a] settlement is reached through arms-length bargaining." *Wershba v. Apple Computer, Inc.,* 91 Cal. App. 4th 224 , 245 (2001) (citation omitted); *see also Cho v. Seagate Tech. Holdings, Inc.,* 177 Cal. App. 4th 734, 742-45 (2009) (upholding trial court's determination that settlement was "fair, reasonable and adequate" where the settlement "provided valuable benefits to the class … that were 'particularly valuable in light of the risks plaintiff would have faced if she proceeded to litigate her case.'").

Here, the settlement is a result of extensive settlement negotiations between the parties conducted at arm's length and informed by substantial factual and legal investigation. Throughout this case, the Class has been represented by counsel with extensive experience in consumer class action litigation, and in particular class actions alleging privacy claims. Tusan Decl. ¶¶ 6-17. The Parties ultimately attended a mediation on March 4, 2026, presided over by Mediator Jill Sperber. At the mediation, the Parties were successful in reaching a settlement of Plaintiff's putative class claims and, shortly, thereafter executed a binding memorandum of understanding. The Parties continued their arm's-length negotiations and, on June 15, 2026, the Parties entered into the Settlement Agreement. *Id*. ¶¶ 34-37.

D. The Risks, Expenses, Complexity, and Likely Duration of Further Litigation

Defendants strongly disagreed as to Plaintiff's ability to certify a class or to win on the merits. Tusan Decl. ¶ 38. Assuming at least one of the two causes of action proceeded to trial, the losing party would likely appeal. *Id*. This process would take years to resolve. *Id*. Instead, this settlement provides an early resolution of this dispute, and CMs will obtain a recovery in the relatively near future if the settlement is finally approved. *Id*.

E. The Risks of Achieving and Maintaining Class Action Status

Plaintiff strongly believes that she would have been able to successfully certify a class to pursue both claims in her Complaint. Tusan Decl. ¶ 39. Plaintiff understands, however, that Defendants

disagree. *Id*. In this regard, Defendants have indicated that they would argue that individual issues regarding harm or damages suffered by Plaintiff and other Class Members would require individualized inquiries into each respective individual. *Id*. ¶ 40. With respect to Plaintiff's CCPA claim, the availability of statutory damages diminishes the threat of this particular argument. And, regardless, Plaintiff disagrees that individual damages would prevent class certification given that the underlying liability issues can be determined by common evidence: Defendants' privacy policy (including their CCPA Notice), their standard leases, and the nature of the information shared by Onni with IDIQ. Relatedly, Plaintiff disagrees with Defendants' contention that common issues would not predominate because individualized inquiries would be required to determine, for example, whether each Class Member opted-out of the positive rental payment reporting program or whether each individual materially performed with respect to their lease agreement. Nevertheless, regardless of her confidence in her ability to certify a class, Plaintiff acknowledges that there are risks associated with achieving and maintain class action status were the litigation to proceed. *Id*.

F. The Settlement is Fair and Reasonable

The amount of the settlement in light of the strength of the plaintiff's case is the most important "reasonableness" factor. *See Kullar,* 168 Cal. App. 4th at 130. In determining whether a settlement is fair, the court must "independently satisfy[] itself that the consideration being received for the release of the class members' claims is reasonable in light of the strengths and weaknesses of the claims and the risks of the particular litigation." *Id.* at 129. This requires a record that "allows 'an understanding of the amount that is in controversy and the realistic range of outcomes of the litigation.'" *Munoz v. BCI Coca-Cola Bottling Co. of L.A.,* 186 Cal. App. 4th 399, 409 (2010)

(quoting *Kullar,* 168 Cal. App. 4th at 120).

In the instant case, the settlement amount compares favorably with Plaintiff's Counsel's estimates of the maximum and realistic value of the Class Members' claims. The major risks applicable to the claims are discussed below, which includes a claim-by-claim comparison of the estimated potential recovery and discounted settlement amount attributable to each claim.

CCPA Claim (Cal. Civ. Code § 1798.150): Plaintiff alleges that Onni violated the CCPA when it disclosed Class Members' Private Information to IDIQ without consent. Tusan Decl. ¶ 42. Pursuant to

Civil Code section 1798.150, Plaintiff calculated Defendants' maximum exposure assuming an award of statutory damages to each Class Member. The range of recoverable statutory damages per violation is $100 to $750. Pursuant to section 1798.150(2):

> In assessing the amount of statutory damages, the court shall consider any one or more of the relevant circumstances presented by any of the parties to the case, including, but not limited to, the nature and seriousness of the misconduct, the number of violations, the persistence of the misconduct, the length of time over which the misconduct occurred, the willfulness of the defendant's misconduct, and the defendant's assets, liabilities, and net worth.

Considering these factors, while Plaintiff considers the alleged violations to be serious, she acknowledges that it cannot be assumed that the Court would have assessed an award at the highest end of the range. Accordingly, Plaintiff calculates Defendants' maximum exposure assuming a statutory damages award of $375 per Class Member; a total of **$937,500**. *Id.*

Class Certification Risks: Plaintiff applied a 10% discount for Onni's contentions, discussed above, that class certification would not be possible. Given the availability of statutory damages, Plaintiff considers that Defendants' arguments regarding the potential need for individual inquiries into each Class Members' respective injuries are not strong. Accordingly, a minimal discount is appropriate. Tusan Decl. ¶ 43.

Procedural/Merits Risk: As a procedural matter, Defendants would argue that Plaintiff's CCPA claim fails for inadequate notice given that Defendants have not been able to locate the initial CCPA Notice mailed by Plaintiff. Tusan Decl. ¶ 44. However, Counsel for Plaintiff sent a copy of this CCPA Notice to Counsel for Defendants more than thirty business days prior to the filing of Plaintiff's Complaint. *Id*. Accordingly, Plaintiff does not consider that there is any risk that the Court would find inadequate notice for a CCPA claim and applies no discount on the basis of that defense. *Id*.

In terms of merits, the CCPA Privacy Notice to Plaintiff and other Class Members did, in fact, inform them that "from time to time, Onni may be compelled to share personal information in response to a law, regulation, court order, subpoena, valid demand, . . . or other legally valid request or inquiry. In these circumstances, Onni will protect your interested by making reasonable efforts to ensure that orders or demands comply with the laws under which they are issued, that it shares only the personal information that is legally required and nothing more . . . ." Tusan Decl. ¶ 45. And, thus, Defendants

may argue that the disclosure of information to IDIQ in an attempt to comply with section 1954.07 of the California Civil Code was a permissible and disclosed use of Private Information. *Id.* Critically, however, section 1954.07 only contemplates positive rental payment reporting for tenants who opt-in and it mandates methods by which tenants may opt-in. *See, e.g.,* Cal. Civil Code § 1954.07 (d)(1), (4), (f)(1), (g)(1), (k). And, it clarifies that Onni will not share any more information than is "legally required." *Id.*

Defendants may also argue that IDIQ is a "service provider" within the meaning of section 1798.140(ag)(1). But, assuming *arguendo* that this definition is applicable, it does not obviate the requirement that Defendants notify Class Members of the purposes for which their Private Information were collected or used. Tusan Decl. ¶ 46.

Defendants would also argue that Onni did not violate section 1798.150(a)(1) because the information provided to IDIQ was not "unencrypted" or "unredacted" and because the disclosure of the information to IDIQ was not "unauthorized." *See* section 1798.150(a)(1) (providing private right to action to "[a]ny consumer whose nonencrypted and nonredacted personal information . . . is subject to an unauthorized access and exfiltration, theft, or disclosure as a result of the business' violation of the duty to implement and maintain reasonable security procedures and practices appropriate to the nature of the information to protect the personal information." (emphasis added)). Tusan Decl. ¶ 47. While the Parties dispute the strength of this defense, Plaintiff contends that the disclosure of Private Information to IDIQ was "unauthorized," within the meaning of section 1798.150(a)(1), because it was not disclosed for a purpose about which Plaintiff and other Class Members were informed by Onni's CCPA Privacy Notice, and the information was "nonencrypted and nonredacted" when disclosed to IDIQ, which is the unauthorized disclosure at issue. Whether it was stored on the Yardi database such that it would have been encrypted and redacted had some other actor tried to access it is not relevant. *Id.*

Finally, Plaintiff would be required to prove that the unauthorized disclosure to IDIQ was a result of Onni's "violation of the duty to implement and maintain reasonable security procedures and practices appropriate to the nature of the information to protect the personal information." Civ. Code § 1798.150(a)(1). Tusan Decl. ¶ 48. Plaintiff does not consider this a major risk to recovery given that

Onni affirmatively chose to disclose Private Information to IDIQ without permission, but understands that Defendants believe this is a viable defense. *Id.*

In total, Plaintiff applied a further 50% discount for the risks posed by these various defenses and arguments set out above, though the Parties dispute the weight of these defenses. Applying both the certification and merits discounts, for settlement purposes, Plaintiff estimates Defendants' realistic exposure on the CCPA claim is reduced to **$375,000**. Tusan Decl. ¶ 49.

Breach of Contract Claim: To reiterate, Onni's lease agreements with Plaintiff and Class Members provided that Onni would inform Plaintiff and Class Members, "at or before the point of collection, . . . as to the categories of personal information to be collected and the purposes for which the categories of personal information will be used." Tusan Decl. ¶ 50. Plaintiff alleges that Defendants breached their lease agreements with Plaintiff and Class Members by disclosing Plaintiff's and Class Members' Private Information to IDIQ without informing Plaintiff and other Class Members at or before collecting their Private Information, that they would disclose that information to a third party for the purposes of positive rental payment reporting. *Id*. Plaintiff and Class Members would be entitled to recover compensatory damages for harm suffered as a result of Onni's breaches of their respective contracts. *Id*. ¶ 51. It is not possible, however, to estimate the class-wide damages recoverable under this cause of action without additional discovery. *Id*. Moreover, Plaintiff is not aware of any evidence that the Private Information disclosed to IDIQ was further disclosed to any other party or was used by IDIQ for any purpose other than positive rental payment reporting. *Id*. In terms of calculating Defendants' exposure, Plaintiff thinks it reasonable to assume a figure of one-quarter of the maximum exposure calculated for the CCPA claim: **$234,375**.

Class Certification Risks: Plaintiff would apply a 30% discount for Onni's contentions, discussed above, that class certification would not be possible. Given the unavailability of statutory damages for this cause of action, Plaintiff considers that Defendants' arguments regarding the potential need for individual inquiries into each Class Members' respective injuries are stronger than for the CCPA claim. Accordingly, a larger discount is appropriate. Tusan Decl. ¶ 52.

Merits Risks: As to the merits, Defendants would argue, as discussed above, that they did not breach the lease agreements because they were compelled to share the Private Information with IDIQ

pursuant to section 1954.07. Tusan Decl. ¶ 53. For the reasons given above, Plaintiff would apply only a 20% discount on the basis of that argument. *Id*.

In total, applying both the certification and merits discounts, for settlement purposes, Defendants' realistic exposure on the breach of contract claim is reduced to **$117,188**. Tusan Decl. ¶ 54.

The Maximum Settlement Amount Represents an Excellent Result

Plaintiff calculates Defendants' maximum exposure on the Class claims as **$1,171,875**, and their realistic exposure as **$492,188**. Tusan Decl. ¶ 55. With these figures in mind, the Maximum Settlement Amount of **$240,000** represents a fair and reasonable recovery of 20.5% of the estimated maximum, and 48.8% of Plaintiff's estimate of Defendants' realistic exposure. *Id*.

IV. CLASS CERTIFICATION FOR SETTLEMENT PURPOSES IS APPROPRIATE

G. The Class is Ascertainable and Sufficiently Numerous

Class Members are "ascertainable" where they may be readily identified without unreasonable expense or time by reference to official records. *See Noel v. Thrifty Payless, Inc.*, 7 Cal. 5th 955, 980 (2019); *Reyes v. Board of Supervisors*, 196 Cal. App. 3d 1263, 1271 (1987). The Settlement Class is defined as all current and former tenants and applicants of Onni, in California, who had a lease with Onni covering any portion of the period from January 1, 2025, to March 4, 2026, or whose information was accessible to IDIQ through the Yardi database. SA ¶ 14. Excluded from the Class are tenants who signed an opt-in form permitting release of their information to IDIQ, and tenants who moved in after April 1, 2025, and signed a lease addendum permitting such release. *Id.*

Class Members can be readily identified from Onni's own tenant records and the Yardi database, without individualized inquiry. Tusan Decl. ¶ 57. The Settlement Class is estimated to include approximately 2,500 members. SA ¶ 49. *See Rose v. City of Hayward*, 126 Cal. App. 3d 926, 934 (1981) (42 persons "is quantitatively sufficient for class action"). With approximately 2,500 Class Members, joinder would be wholly impracticable and the numerosity requirement is satisfied.

H. "Community of Interest" Exists Among Class Members

"The community of interest requirement involves three factors: '(1) predominant common questions of law or fact; (2) class representatives with claims or defenses typical of the class; and (3)

class representatives who can adequately represent the class.'" *Linder v. Thrifty Oil Co.*, 23 Cal. 4th 429 (2000) (quoting *Richmond v. Dart Industries,* 29 Cal. 3d 462, 470 (1981)). Each factor is satisfied here.

4. Common Questions of Law and Fact Predominate

Where a defendant's policies or conduct are uniformly directed at a class of individuals, like here, the class-wide impact of the defendant's policies satisfies the commonality requirement. *See Sav-On Drug Stores, Inc. v. Superior Court,* 34 Cal. 4th 319, 331 (2004) (upholding class certification, where the common issue was whether the employer properly classified grocery store managers as exempt from California's overtime requirements). Here, Plaintiff challenges a common course of conduct by Onni—the uniform, alleged unauthorized disclosure of all Class Members' Private Information to IDIQ without notice or consent. The central legal and factual questions are common for each Class Member: (1) whether Onni disclosed Class Members' Private Information to IDIQ without authorization; (2) whether such disclosure violated the CCPA; and (3) whether such disclosure breached Onni's lease agreements. For purposes of settlement, these questions are common to all Class Members and susceptible to common proof. Individualized issues do not predominate. Tusan Decl. ¶ 58.

5. Plaintiff's Claims are Typical of the Class Claims

The "test of typicality 'is whether other members have the same or similar injury, whether the action is based on conduct which is not unique to the named plaintiffs, and whether other Class Members have been injured by the same course of conduct.'" *See Seastrom v. Neways, Inc.,* 149 Cal. App. 4th 1496

, 1502 (2007); 1-3 California Class Actions Practice and Procedure (2007) § 3.02 Here, Plaintiff's claims are typical of the Class that she seeks to represent because she was subject to the same conduct, suffered the same type of injury, and seeks the same types of relief. Tusan Decl. ¶ 59.

6. Plaintiff and Her Attorneys Will Adequately Represent the Class

"Adequacy of representation depends on whether the plaintiff's attorney is qualified to conduct the proposed litigation and the plaintiff's interests are not antagonistic to the interests of the class.'" *Caro v. Procter & Gamble Co.,* 18 Cal. App. 4th 644, 669, n.21 (1993) (citations omitted). Both elements are satisfied here. Plaintiff's Counsel have extensive class action litigation experience and have been appointed class counsel in numerous class actions. Tusan Decl. ¶¶ 6-17. And, Plaintiff does not have any

interests antagonistic to the interests of the Class. Cheng Decl. ¶ 20. Moreover, Plaintiff understands the responsibilities of a class representative, is willing to accept those responsibilities, and desires to serve as class representative in the instant case. *Id.*

V. OTHER FEATURES OF THE SETTLEMENT SUPPORT PRELIMINARY APPROVAL

I. The Proposed Class Notice Content and Procedure are Adequate

Constitutional due process requires that class members be provided with notice sufficient to give them an opportunity to be heard in the proceedings. *Mullane v. Central Hanover Bank & Trust*, 339 U.S. 306, 314 (1950). Proper notice must provide class members with sufficient information to make an informed decision to accept, opt out, or object to the settlement. *See Wershba,* 91 Cal. App. 4th at 251-252. Here, the proposed notice meets these standards since it provides all the information a reasonable person would need to make a fully informed decision about the settlement: (1) the material terms of the settlement; (2) the proposed fees and costs of Class Counsel and costs of settlement administration; (3) the proposed Service Award; (4) how CMs may opt out of, or object to the Settlement; (5) the fact that the Judgment will bind CMs who do not opt out; (6) each CM's proposed allocation; (7) details about the court hearing on settlement approval; and (8) how CMs can obtain additional information. *See* Cal. Rules of Court, Rule 3.766 and **Exhibit 1** to the SA. Therefore, the Court should approve the Notice.

J. The Proposed Service Award for the Class Representative Is Reasonable

Plaintiff will request a Service Award of $5,000 for Plaintiff, to recognize the time and effort expended by her, on behalf of the Class, and the general release she is giving to Defendant. Tusan Decl. ¶ 65. The requested awards fall well within the range of incentive payments typically awarded in similar class actions. *Cellphone Termination Fee Cases,* 186 Cal. App. 4th 1380, 1393 (2010) (affirming incentive awards of $10,000). Moreover, the proposed class representative enhancement is eminently reasonable and justified given that it was Plaintiff who initially identified potential privacy violations by Defendants, it was Plaintiff who sought legal advice and representation to protect her privacy rights and those of her fellow tenants, and Plaintiff engaged in her own investigation of potential privacy rights violations independently of Counsel. *Id*. These circumstances and efforts distinguish Plaintiff from a typical proposed class representative in a typical class action and justify the Service

Award sought. In addition, as described in her declaration filed herewith, aside from her own investigations, Plaintiff has invested more than 40 hours performing work on this case. Cheng Decl. ¶¶ 3-17.

VI. CONCLUSION

The settlement represents an excellent result for the Class, providing substantial relief and comfortably passing the *Kullar* analysis. Accordingly, Plaintiff respectfully requests that the Court preliminarily approve the settlement, approve the proposed Class Notice, and schedule a final approval hearing.

Dated: July 31, 2026

Respectfully submitted,
TUSAN LAW, P.C.

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