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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

SUPPLEMENTAL DECLARATION OF CHRISTINA TUSAN IN SUPPORT OF MOTION FOR ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Complaint Filed: October 20, 2025

I, Christina Tusan, declare as follows:

1. I am over the age of 18 and have personal knowledge of the facts set forth in this declaration and could and would testify competently to them.

2. I am an attorney admitted to practice before the courts of the State of California and in California federal courts.

3. I submit this supplemental declaration in support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement.

4. At the September 3, 2026, hearing on Plaintiff's Motion for Order Granting Preliminary Approval of Class Action settlement, the Court raised four issues, each of which have been addressed. First, the Court asked the Parties to provide additional information about the timing of steps taken to provide notice to Class Members for whom the initial email notice was not deliverable. Second, the Court directed that the Parties remove the term "enjoined" from the release given by class members. Third, the Court directed that the description of the release in the initial email notice should mirror the language of the amended release itself. And, fourth, the Court sought additional information from Defendants justifying the emailing rather than mailing of the initial notice. The first three of these issues are addressed, below, in this declaration. The fourth issue is addressed in the separate declaration by Raymond O. Aghaian, counsel for Defendants.

TIMING OF CLASS NOTICE

5. Paragraph 66 of the Settlement Agreement provides:

> Within forty-five (45) Days following entry of the Preliminary Approval Order ("Notice Date"), the Settlement Administrator shall provide the Long-Form Notice, in substantially the form attached hereto as Exhibit A [to the settlement agreement], via the e-mail address associated with each Class Member. For those emails that bounce back, the Settlement Administrator shall promptly perform an in-depth search for a valid email address and resend the Long-Form Notice to that updated email address. If the email bounces back again, or no other valid email address can be found, the Settlement Administrator shall mail a Postcard Notice, in substantially the form attached hereto as Exhibit B [to the settlement agreement], to the Class Member's most recent mailing address. 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.

6. After consultation with the proposed Settlement Administrator, counsel for Plaintiff and the Settlement Administrator have agreed to the following time limits regarding the various steps taken to attempt to provide notice where the initial email notice is not deliverable, which Defendants also have agreed to:

(a) After the initial notice is sent by email, for those emails that bounce back, **within three business days of the email bouncing back**, the Settlement Administrator shall promptly perform an in-depth search for a valid email address and resend the Long-Form Notice to that updated email address.

(b) If the email bounces back again, or no other valid email address can be found, the Settlement Administrator shall, **within three business days**, mail a Postcard Notice, in substantially the form attached hereto as Exhibit B to the settlement agreement, to the Class Member's most recent mailing address.

(c) If the postcard notice is returned to the Settlement Administrator with a forwarding address, it will be automatically re-mailed to the updated address **within two business days**.

(d) 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 **within three business days** of the Postcard being returned without a forwarding address.

THE RELEASE

7. With respect to class members, the Release provides, in part, ". . . Plaintiff and each and every Class Member shall be permanently barred and enjoined from initiating, asserting and/or prosecuting any Released Claim(s) against any of the Released Entities in any court, arbitration, tribunal, forum or proceeding." The Parties have agreed to remove the language "and enjoined" such that the relevant language now reads "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."

DESCRIPTION OF THE RELEASE IN THE CLASS NOTICE

8. The Parties have also agreed to revise and expand the description of the release in the proposed email class notice. Prior to revision, the description of the release read:

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:

> Settlement Class Members (i.e. Class Members who do not opt out of the Class) shall release the Released Entities from all claims that are pled in the Action, or that could have been pled based on the facts alleged in the Action, on behalf of the Class, and that arise during the Class Period.

After revision, the description reads:

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.
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> "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.
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> "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.

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9. In light of their agreements regarding the Release and the Timing of Class Notice, described above, the Parties have agreed to submit a revised Proposed Order concurrently herewith.

I declare under penalty of perjury under the laws of the United States and the State of California that the foregoing is true and correct. Executed on September 21, 2026.

_____/s/ Christina Tusan_____
CHRISTINA TUSAN