

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

JAMES TUCCORI, *et al.*, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

AT WORLD PROPERTIES, LLC *et al.*,

Defendants.

Case No. 1:24-cv-00150

Judge Lindsay C. Jenkins

**CERTAIN SETTLING DEFENDANTS' MEMORANDUM
IN SUPPORT OF FINAL APPROVAL OF CLASS SETTLEMENT**

The undersigned settling Defendants—At World Properties, LLC (“@properties”), Baird & Warner, Inc., Real Estate One, Inc., Silvercreek Realty Group, LLC, Nexthome, Inc., Realty Executives, Intl. Svcs., LLC, Shorewest Realtors, Inc., Engel & Volkers, GMBH, Engel & Volkers Americas, Inc., Side, Inc., The Real Brokerage Inc., Real Broker, LLC, Equity Realtors, LLC d/b/a Equity Real Estate, HomeSmart International, LLC, The Keyes Company, Illustrated Properties, LLC, and Fathom Realty, LLC—respectfully submit this memorandum in support of the Court’s final approval of Plaintiffs’ class settlements.

None of the three objections to the proposed settlements raise any question as to the propriety of the settlements reached with the undersigned Defendants, which are undeniably fair, reasonable, and adequate. (See Dkt Nos. 204, 207, and 208.) One deals only with the fees payable to class counsel. (Dkt. No. 208 (Huang).) The other two—the “*Batton* Objections”—take issue with Plaintiffs’ settlements with the *Batton* Defendants that were also named in other litigation.¹ (Dkt. Nos. 204 (Wheeler) and 207 (Bolton).) While the *Batton* Objections assert that the settlements reached with the *Batton* Defendants were the result of an improper reverse-auction, they level no such accusations at the settlements reached by the undersigned settling Defendants. But in characterizing the settlements reached with the *Batton* Defendants as objectionable, the *Batton* Objections make certain inaccurate assertions concerning the history of the settlements in this case. The undersigned Defendants submit this memorandum to set the record straight.

¹ The “*Batton* Defendants” include the National Association of Realtors, Anywhere Real Estate, Inc., Hanna Holdings, Inc., Douglas Elliman, Inc., HomeServices of America, Inc., BHH Affiliates, LLC, HSF Affiliates, LLC, Compass, Inc., eXp World Holdings, Inc., and United Real Estate Holdings, LLC. These Defendants were named defendants in the “*Batton* Cases,” which include *Batton v. National Association of Realtors*, No. 21-cv-00430 (N.D. Ill.), *Batton v. Compass, Inc.*, No. 23-cv-15618 (N.D. Ill.), *Lutz v. HomeServices*, No. 4:24-cv-10040 (S.D. Fla.), and *Davis v. Hanna Holdings, Inc.*, No. 2:24-cv-2374 (E.D. Pa.). None of the undersigned Defendants were named defendants in a *Batton* Case.

First, the Bolton Objection suggests that Plaintiffs deliberately avoided coordinating or consolidating this case with the *Batton* cases. (See Dkt. No. 207 at 13.) But that assertion is wrong. In fact, the original Defendant in this case, @properties, moved to stay this case pending a hearing before the Judicial Panel on Multidistrict Litigation (“JPML”), noting *Batton* was pending in this district and @properties was in favor of consolidation by the JPML. (See Dkt. No. 13 at 1; see also Dkt. No. 15.)² The JPML, however, declined to consolidate the cases, finding that settlements were already occurring and specifically acknowledging the opt-in process in the sell-side *Burnett* settlement. (See Dkt. No. 17-1.) Plaintiffs proceeded to settlement discussions with the “Original Settling Defendants”—At World Properties, LLC (“@properties”), Baird & Warner, Inc., Real Estate One, Inc., Silvercreek Realty Group, LLC, Nexthome, Inc., Realty Executives, Intl. Svcs., LLC, Shorewest Realtors, Inc., Engel & Volkers, GMBH, Engel & Volkers Americas, Inc., Side, Inc.—thereafter. (See, e.g., Dkt. Nos. 17, 19 and 21.)

Second, the *Batton* Objections, and the Declaration of Professor Charles Silver filed in support of the Bolton Objection (Dkt. No. 207-1), argue that there was no legitimate reason for the Class Settlement Agreement here to contain an opt-in mechanism, a threshold settlement amount, or a deadline. Not so. Each has a legitimate basis that arose during the course of arms’-length negotiations.

Plaintiffs and the Original Settling Defendants reached a framework for settlement following arm’s-length negotiations, including several mediations before Hon. James F. Holderman (Ret.). (See Dkt. No. 21; Dkt. No. 58 at 5.) Given the nationwide scope of the class, each settlement amount would have been quickly depleted by the expense of class notice and

² See also *In re: Real Estate Commission Litigation*, MDL No. 3100, ECF No. 47-1.

administration, and further expenses would be required for other settlements. The Plaintiffs and the Original Settling Defendants recognized that combining settlements would enable the parties to provide class-wide relief. The parties agreed to a delayed settlement framework that was temporarily contingent on additional parties opting in and contributing. (See Dkt. No. 58 at 8-9; Dkt. No. 58-1 ¶¶ 35-36.) This opt-in mechanism was not invented by the parties here—it had been used in the seller-side cases, *Burnett et al. v. Nat’l Ass’n of REALTORS®, et al.*, No. 4:19-cv-00332 (W.D. Mo.), as acknowledged by Professor Charles Silver. (See Dkt. No. 207-1 at 3 n. 3.) Notably, the opt-in structure was agnostic to the identity of opt-in parties.

The opt-in procedure and threshold settlement amount made administration of the settlements more efficient and preserved more value for class members by substantially reducing the administration costs involved as notice would need to be provided only once. The deadline for parties to opt in, in turn, ensured that the Original Settling Defendants could have finality concerning their own cases within a reasonable time, rather than remaining in limbo indefinitely (if the Court would even allow that). The 180-day deadline was not short, provided ample time for other parties to consider the merits of opting in, and was itself court-approved. (Dkt. No. 62.) And no one has objected to any defendant, other than the *Batton* Defendants, opting in pursuant to this process. In short, the settlement framework was the product of an adversarial process and arm’s length negotiations. (See Dkt. No. 58 at 12-13 (describing months of mediation and settlement negotiations).)

* * *

The germane question for the Court is whether the settlements are fair, reasonable, and adequate under Federal Rule of Civil Procedure 23(e). They are. Indeed, the relative lack of objections—and the absence of any objections to the settlements with the undersigned settling

Defendants—can properly be used as a measure of class member satisfaction, indicating that class members are overall satisfied with the terms of the settlements. *See In re Advoc. Aurora Health Pixel Litig.*, 740 F. Supp. 3d 736, 749 (E.D. Wis. 2024) (finding low level of opposition to be a factor in favor of class settlement approval). The undersigned Defendants respectfully request that the Court grant final approval of the settlements in this matter.

By: /s/ Molly K. McGinley

Molly K. McGinley (ARDC No. 6285809)

Honigman LLP

321 N. Clark Street

Suite 500

Chicago, Illinois 60654

(312) 701-9300

mmcginley@honigman.com

Attorney for At World Properties, LLC

By: /s/ Michelle Ann Mantine (w/consent)

Michelle Ann Mantine

Reed Smith LLP

225 Fifth Avenue

Pittsburgh, PA 15222

(412) 288-4268

Fax: Pro Hac Vice

Email: mmantine@reedsmith.com

Attorney for Baird & Warner, Inc.

By: /s/ Cody D. Rockey (w/ consent)

Cody D. Rockey

DYKEMA GOSSETT PLLC

2723 South State Street, Suite 400

Ann Arbor, Michigan 48104

Tel: (734) 214-7660

CRockey@dykema.com

Kevin B. Connor

Harry N. Arger

DYKEMA GOSSETT PLLC

10 S. Wacker Drive, Suite 2300

Chicago, Illinois 60606

Tel: (312) 876-1700

Fax: (312) 876-1155

KConnor@dykema.com

Attorneys for Real Estate One, Inc.

By: /s/ Jack R. Bierig (w/consent)

Jack R. Bierig

ARENTFOX SCHIFF LLP

jack.bierig@afslaw.com

233 South Wacker Drive, Suite 7100

Chicago, IL 60606

Tel: (312) 258-5500

Fax: (312) 258-5600

Attorney for Silvercreek Realty Group, LLC

By: /s/ Michael S. Pullos (w/consent)

Michael S. Pullos
DLA Piper LLP (US)
444 W. Lake Street, Suite 900
Chicago, IL 60606
T 312.368.4000
F 312. 251.5728
E michael.pullos@us.dlapiper.com

Attorneys for Defendant Nexthome, Inc.

By: /s/ Edward A. Salanga (w/consent)

Edward A. Salanga (020654)
QUARLES & BRADY LLP
Edward.Salanga@quarles.com
Two North Central Avenue
Suite 600
Phoenix, AZ 85004-2322
Telephone: (602) 229-5200
Admitted Pro Hac Vice

Attorneys for Shorewest Realtors, Inc.

By: /s/ T Carter Maudsley (w/ consent)

T Carter Maudsley (pro hac vice to be filed)
Lieberman Siebers & Wood
1105 East 900 South, Suite 200
Salt Lake City, Utah 84105
Tel: (801) 449-1381 carter@9thsouthlaw.com

*Counsel for Defendant Equity Realtors, L.L.C.
d/b/a Equity Real Estate*

By: /s/ Laura Rogal (w/consent)

Laura Rogal (025159)
Realty Executives Intl. Svcs. LLC
4343 Outlier Blvd., Suite 229E
Phoenix, AZ 85008
Phone: (480) 646-1014
Email: Lrogal@realtyexecutives.com
Admitted Pro Hac Vice

By: /s/ Michael Sibarium (w/consent)

Michael Sibarium
Pillsbury, Winthrop, Shaw, Pittman LLP
1200 17th St NW
Washington, DC 20036
Telephone: (202) 663-9202
michael.sibarium@pillsburylaw.com

*Counsel for Engel & Völkers Americas, Inc.
and Engel & Völkers GmbH*

By: /s/ Emilee L. Hargis (w/consent)

Emilee L. Hargis, IL #6325656
Bryan Cave Leighton Paisner LLP
211 N. Broadway, Suite 3600
St. Louis, MO 63102
Telephone: (314) 259-2028
Email: emilee.hargis@bclplaw.com

James D. Lawrence (*admitted pro hac vice*)
Bryan Cave Leighton Paisner LLP
1200 Main St., Suite 3800
Kansas City, MO 64105
Telephone: (816) 374-3200
Email: jim.lawrence@bclplaw.com

Attorneys for Defendant Fathom Realty, LLC

By: /s/ J. Matthew Goodin (w/consent)

J. Matthew Goodin

Troutman Pepper Locke LLP

111 South Wacker Drive

Chicago, Illinois 60618

Tel: 312.443.0472

Email: matt.goodin@troutman.com

Attorneys for Defendant Side, Inc.

By: /s/ Eric Sussman (w/ consent)

Eric Sussman (IL #6226200)

BARNES & THORNBURG LLP

One North Wacker Drive, Suite 4400

Chicago, Illinois 60606

Tel: (312) 214-4830

eric.sussman@btlaw.com

*Attorneys for The Real Brokerage Inc. and
Real Broker, LLC*

By: /s/ Paul W. Daugherty (w/ consent)

Paul W. Daugherty

Kaufman Dolowich LLP

230 W. Monroe St., Suite 1250

Chicago, IL 60606

Telephone: (312) 759-1400

Email: pdaugherty@kaufmandolowich.com

Attorneys for Homesmart International, LLC

By: /s/ M. Patrick Yingling (w/ consent)

M. Patrick Yingling

Reed Smith LLP

10 S. Wacker Dr., 40th Fl.

Chicago, IL 60606

Tel: 312-207-2834

mpyingling@reedsmith.com

*Attorneys for Illustrated Properties, LLC and
The Keyes Company*

CERTIFICATE OF SERVICE

I hereby certify that on October 7, 2026, I caused a true and correct copy of the foregoing to be served on all counsel of record via the Court's electronic filing system.

Dated: October 7, 2026

/s/ Molly K. McGinley
Molly K. McGinley