

**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

Hon. Lindsay C. Jenkins

Consolidated with:

No. 24-cv-02399

No. 24-cv-03160

No. 24-cv-3356

No. 24-cv-9039

No. 24-cv-11735

No. 25-cv-04207

**COMPASS, INC.'S MEMORANDUM IN SUPPORT OF
FINAL APPROVAL OF ITS CLASS SETTLEMENT**

INTRODUCTION

This Court should grant final approval of Plaintiffs’ settlement with Compass, Inc. (“Compass”) because it delivers exceptional value to the class, compensating weaker indirect purchaser claims at a rate virtually identical to the stronger direct purchaser claims previously settled and approved. Objector Bolton’s accusations do not withstand scrutiny. There is no evidence—none—that Compass’s settlement resulted from a “reverse auction.” It was negotiated at arm’s length through a court-approved mediator, pursuant to a court-approved opt-in procedure. Nor did *Tuccori* counsel “swoop in” to settle claims that Bolton and his counsel in *Batton II* were actively litigating against Compass. To the contrary, *Batton II* has seen no discovery, no depositions, and no meaningful progress. Compass also had no settlement discussions with *Batton II* counsel.

For these reasons, and those advanced by Anywhere—whose brief Compass hereby joins and supplements—the Court should approve the settlement with Compass and overrule all objections.

BACKGROUND

Compass incorporates by reference the background discussion from Anywhere’s Memorandum in Support of Final Approval of Its Class Settlement and adds the following additional facts concerning Compass:

1. Compass’s Home-Seller Class Settlement.

Compass was named in the *Gibson* home seller case, filed after the verdict in the *Burnett* trial. *Gibson v. NAR et al.*, Case No. 4:23-cv-00788 (W.D. Mo.) (“*Gibson*”). Compass settled with the *Gibson* class of home sellers in March 2024 for \$57.5 million. The district court granted final

approval over objections in October 2024, and the approval was upheld on appeal by the Eighth Circuit in August 2026.

2. Compass's Home-Buyer Class Settlement.

Compass was named by home buyers in the *Batton II* case, including Objector Bolton, which was filed after the verdict in the *Burnett* trial. *Batton v. Compass, Inc., et al.*, Case No. 1:23-cv-15618 (N.D. Ill.) (“*Batton II*”). Almost nothing of substance has happened in *Batton II*. Defendants’ motion to dismiss was only recently denied on March 24, 2026. No discovery has been conducted. On May 29, 2026, the case was stayed pending Bolton’s appeal from denial of his intervention motion in *Tuccori*.

On April 9, 2026, Compass engaged in settlement negotiations with Tuccori Plaintiffs through the court-appointed mediator. Compass and Tuccori Plaintiffs reached a settlement on April 10, 2026 for \$7.3 million, representing 12.75% of Compass’s home seller class settlement in *Gibson*, consistent with the concept that the indirect-purchaser settlements covered only about 1/8 (or 12.5%) of the transactions released in the direct-purchaser settlements, and factoring in the weaknesses of the indirect purchaser case. Dkt. 168-2 at 128. This settlement comes before this Court for final approval. Compass takes no position regarding who should be awarded fees, or in what amount.

ARGUMENT

The Seventh Circuit “favors the settlement of claims,” and under Rule 23(e), settlements that are “fair, adequate, and reasonable” should be approved. *Astellas US Holding, Inc. v. Fed.*, 66 F.4th 1055, 1065 (7th Cir. 2023); *Wong v. Accretive Health, Inc.*, 773 F.3d 859, 862 (7th Cir. 2014). Plaintiffs address the Rule 23(e) factors in their final approval brief. Compass writes separately to make two points. First, Compass’s settlement with Tuccori Plaintiffs was not a

reverse auction—it was the product of arm’s-length negotiations through a court-approved process. Second, Compass’s settlement delivers exceptional value to the class, particularly in light of the significant weaknesses in the indirect purchaser claims.

I. Compass’s Settlement in *Tuccori* Was Not a Reverse Auction.

As the cases cited in Anywhere’s brief show, a “reverse auction” objection requires concrete evidence of actual collusion. Here, there is none. Compass negotiated with the *Tuccori* Plaintiffs because they had been appointed by this Court to represent the precise class Compass sought to settle with: home buyers who had not already released their claims in *Burnett*. Compass reached its settlement through this Court’s approved opt-in process, established as part of the preliminary approval of the first home buyer settlements. Dkt. 65. The Court publicly appointed Judge Holderman as Special Master, charging him with “overseeing mediations with non-parties.” Dkt. 65 at 6. Judge Holderman ensured that the negotiations were conducted at arm’s length. Dkt. 110-1 at 3. This transparent, court-supervised process bears no resemblance to the “reverse auction” cases Bolton cites.

Nor was Compass involved in any “auction.” Compass did not entertain competing bids and did not play one set of plaintiffs against another with competing demands. Compass was never in settlement negotiations with *Batton II* Plaintiffs. A party does not conduct an “auction” by settling with appointed class counsel for the class whose definition most accurately reflects the legal landscape as shaped by prior court rulings.

II. Compass’s Settlement Is Favorable to the Class, Especially Given the Weaknesses of Indirect Purchasers’ Claims.

Bolton agrees that direct-purchaser settlements are a useful benchmark. *See* Dkt. 207 at 21. Compass’s \$7,331,250 settlement (Dkt. 168-2 at 132) represents 12.75% of its corresponding

home seller settlement in *Gibson, accord* Dkt. 207 at 21. Where only approximately 12.5% of claims remained for resolution, the result is outstanding: the weaker indirect purchaser claims are compensated at nearly the exact same rate as the stronger direct purchaser claims. The indirect purchaser claims were weaker in multiple respects. Compass incorporates by reference Anywhere's discussion of those weaknesses in its Memorandum in Support of Final Approval of Its Class Settlement at Part III, other than those portions specific to Anywhere.

Compass's settlement also compares favorably to the settlements with @properties and the other initial settling defendants—both in absolute dollars (\$7,331,250 versus \$3,202,000) and as a percentage of the respective home-seller settlements (12.75% versus 10%). *See* Dkt. 58 at 2; Dkt. 168-2 at 132. Bolton does not object to those initial settlements, so Compass's settlement that compensates the same claims at an even higher rate is clearly a fair settlement too.

CONCLUSION

For all of the foregoing reasons, Compass respectfully requests that the Court grant final approval of its settlement in this matter.

Dated: October 7, 2026

/s/ Chahira Solh

Chahira Solh (admitted *pro hac vice*)

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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/ Chahira Solh

Chahira Solh