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

JAMES TUCCORI *et al.*, individually and on behalf of similarly situated individuals,	)	No. 1:24-cv-00150
Plaintiffs,	)	Hon. Lindsay C. Jenkins
v.	)	Consolidated with:
AT WORLD PROPERTIES, LLC *et al.*,	)	No. 24-cv-02399 No. 24-cv-03160 No. 24-cv-3356 No. 24-cv-9039 No. 24-cv-11735 No. 25-cv-04207
Defendants.	)	

PLAINTIFFS' *UNOPPOSED* MOTION FOR APPROVAL OF FORM AND MANNER OF CLASS NOTICE

Plaintiffs, James Tuccori, Courtney Foregger, Kevin Cwynar, Dawid Zawislak, Michael D'Acquisto, and Alejandro Lopez a/k/a Aleandro Lopez, by and through their undersigned counsel, and pursuant to the Court's October 15, 2025 Order (Dkt. 62) and the terms of the Court-approved Class Settlement Agreement (Dkt. 58-1), respectfully submit this Motion for Approval of the Form and Manner of Class Notice.

I. INTRODUCTION

Pursuant to the Court's Orders preliminarily approving the settlements with the Settling Defendants and Opt-In Settlors (Dkt. Nos. 65, 177), Plaintiffs have worked with the Court-appointed Settlement Administrator, Epiq Class Action & Claims Solutions, Inc. ("Epiq"), to design a comprehensive plan to effectuate notice of the Settlement to the Settlement Class

Members (the "Notice Plan").[1] As explained in more detail below, Epiq's robust Notice Plan complies with the requirements of Federal Rule 23, due process, and guidelines from The Federal Judicial Center ("FJC") for the best practicable notice. (*See generally* Declaration of Cameron R. Azri, Esq. Regarding Notice Plan, Dkt. 58-7); (Supplemental Declaration of Cameron R. Azri, Esq. Regarding Notice Plan, Dkt. 168-3). The Notice Plan includes direct notice by email where contact information is available, a digital media campaign with an impressive projected reach of 85%, and a user-friendly settlement website to host important case information and enable the Settlement Class Members to easily submit their claims and receive payments electronically. Accordingly, Plaintiffs respectfully request that the Court approve the proposed Notice Plan and authorize dissemination of notice as outlined herein.

II. DISCUSSION

A. The Proposed Notice Plan Satisfies Due Process And Rule 23 And Should Be Approved.

Federal Rule 23 and due process require that for any "class proposed to be certified for purposes of settlement under Rule 23(b)(3)[,]the court must direct to class members the best notice practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort." Fed. R. Civ. P. 23(c)(2)(B); *see generally Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 173 (1974). As the Supreme Court has explained, "the best notice practicable" need not be perfect, but it must be "reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections" and "describe the action and the plaintiffs' rights in it." *Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 812 (1985) (internal citations and quotation marks omitted); *CE Design v.*

[1] Unless stated otherwise, capitalized terms used in this Motion are intended to be interpreted in accordance with the definitions in the Court-approved Class Settlement Agreement. (Dkt. 58-1).

Beaty Constr., Inc., No. 07 C 3340, 2009 WL 192481, at *10 (N.D. Ill. Jan. 26, 2009) ("the best notice that is 'practicable' [is] not perfect notice. The word 'practicable' implies that the plaintiff should be afforded some flexibility with respect to providing notice to unknown, potential class members.").

As to the method of notice, Federal Rule 23(c)(2)(B) allows notice to be delivered via "United States mail, electronic means, or other appropriate means." The contents of the notices must describe in plain language the nature of the action, the class definition(s), the class claims and defenses at issue, that class members may enter an appearance through counsel if so desired, that class members may request to be excluded from the class, and that the effect of a class judgment will be binding on all class members. *See* Fed. R. Civ. P. 23(c)(2)(B)(i)-(vii).

Here, Plaintiffs' proposed Notice Plan more than satisfies due process and the requirements of Federal Rule 23. Class Counsel and the Settlement Administrator have designed a robust, multipart notice plan that includes direct notice by email, a widespread digital media campaign, and a settlement website with an easy-to-use claim submission module.

Starting with the direct notice, the Settling Defendants and Opt-In Settlors have agreed to provide the Settlement Administrator with certain real estate transaction data, if available, that includes contact information for many potential Settlement Class Members. (*See, e.g.*, Dkt. 58-1 ¶ 53); (Dkt. 168-3 ¶ 15). The Settlement Administrator will send an email notice to all potential Settlement Class Members for whom an email address is available. (Dkt. 168-3 ¶¶ 15-16). Prior to sending the email notices, the Settlement Administrator will use email validation and hygiene tools to standardize the email addresses, verify whether the email addresses are valid, and identify and remove email addresses that are a fraud threat. (*Id.*). If there is no valid email address for a potential Settlement Class Member in the data, the Settlement Administrator will attempt to perform reverse look-up searches to see if a better email address can be identified. (*Id.*). If any emails are "bounced back" or undeliverable—for reasons such as an inactive or disabled email account, the recipient's mailbox was full, or technical autoreplies—the Settlement Administrator will make at least two additional attempts to deliver the email notice. (*Id.* ¶ 18).

To supplement the direct email notices and reach Settlement Class Members for whom an email address is unavailable, the Settlement Administrator will also implement an extensive digital media campaign. (*Id.* ¶¶ 19-27); *see, e.g., Mirfasihi v. Fleet Mortg. Corp.*, 356 F.3d 781, 786 (7th Cir. 2004) ("When individual notice is infeasible, notice by publication in a newspaper of national circulation . . . is an acceptable substitute."); *Shurland v. Bacci Café & Pizzeria on Ogden, Inc.*, 271 F.R.D. 139, 145 (N.D. Ill. 2010) (collecting cases and noting that publication notice is appropriate "[i]n instances where the names and addresses of class members are not easily ascertainable"); *Burns v. Elrod*, 757 F.2d 151, 154 (7th Cir. 1985) ("Rule 23 does not require a defendant to exhaust every conceivable method of identification."). The digital notice campaign will include online advertising on selected networks, sponsored search listings, and notices placed on the leading social media platforms in the United States, including Facebook, Instagram, and YouTube. (Dkt. 168-3 ¶¶ 20-26). The digital notices will be targeted to reach homeowners and other audiences that include potential Settlement Class Members. (*Id.* ¶ 25).

The format and language of all of the notices were carefully drafted in straightforward, easy-to-read language in order to apprise Class Members of all material aspects of the Settlement, such as the nature of the litigation, claims, and defenses; the Parties involved; the relief being made available; the Settlement Class Members' rights to object to the Settlement or opt-out; and the amount of attorneys' fees that may be sought as an award for Class Counsel. (*See generally* Exs. 1-3). Further, the notices set forth the steps and requirements for Settlement Class Members to submit an objection or request for exclusion from the Settlement Class, including the method for doing so and the applicable deadlines.

Importantly, all forms of notice will invite potential Settlement Class Members to visit the Settlement Website, where they will be able to submit a claim or review more detailed information. The Settlement Website will host copies of all relevant documents, including the Settlement Agreements and their exhibits, a detailed Long Form Notice explaining the terms of the Settlement Agreement in plain language, an FAQ page, and other important court filings. The Settlement Website will also have a claim submission module that allows Settlement Class Members to conveniently submit claims online, but Settlement Class Members will also be able to request a paper copy of a claim form to submit by U.S. Mail if they prefer.

All told, the Settlement Administrator estimates that the digital media plan will deliver ~735 million impressions and reach 85% of the target audience of potential Settlement Class Members, which exceed benchmarks that courts typically consider in evaluating the sufficiency of media notice. *See, e.g.*, *Kaufman v. Am. Express Travel Related Servs. Co., Inc*., 877 F.3d 276, 287 (7th Cir. 2017) ("[N]otice was provided to this massive class in a reasonable and effective manner, reaching approximately 70% of the members."); *T.K. ex rel. Leshore v. Bytedance Tech. Co.*, Ltd., No. 19-cv-7915, 2022 WL 888943, at *12 (N.D. Ill. Mar. 25, 2022) (approving internet advertising notice plan that reached 72% of target audience and finding that this notice was the best notice practicable under the circumstances since the "Defendants had 'no way to directly contact or identify class members.'"). Accordingly, the Court should preliminarily approve the proposed Notice Plan.

B. Proposed Schedule For Further Settlement Proceedings.

Consistent with the Court's Preliminary Approval Order and the terms of the Settlement Agreement, Plaintiffs propose the following timeline for further proceedings related to implementing the Settlement:

Event	Date
Entry of an order granting Plaintiffs' Notice Motion (the "Order")	Subject to Court approval
Deadline for Settling Defendants and Opt-In Settlors to provide contact information for Settlement Class Members to the Settlement Administrator	July 25, 2026 (30 days after the filing of Plaintiffs' Notice Motion)
Commencement of the notice and claims period	20 days after entry of the Order
Plaintiffs' deadline to file a motion seeking an award of attorneys' fees, reimbursable litigation costs and expenses, and service awards	50 days after entry of the Order
Deadline for Settlement Class members opt-out or object to the Settlement	80 days after entry of the Order
Plaintiffs' deadline to file final approval motion and for Parties to file responses to objections (if any)	100 days after entry of the Order
Final approval hearing	110 days after entry of the Order, or as soon thereafter as is convenient for the Court
Deadline for Settlement Class Members to submit claims	120 days after entry of the Order

III. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that the Court enter an order: 1) granting this Motion; 2) approving the proposed form and manner of notice; 3) adopting the proposed schedule for further settlement proceedings; 4) entering the proposed order filed herewith; and 5) granting such further and additional relief as the Court deems reasonable and just.

Dated: June 25, 2026

Respectfully submitted,

JAMES TUCCORI, COURTNEY FOREGGER, KEVIN CWYNAR, DAWID ZAWISLAK, MICHAEL D'ACQUISTO, and ALEJANDRO LOPEZ A/K/A ALEANDRO LOPEZ, individually and on behalf of similarly situated individuals

By: *<u>/s/ Paul T. Geske</u>*
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CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that on June 25, 2026 I caused the foregoing *Plaintiffs'* Unopposed *Motion for Approval of Form and Manner of Class Notice* to be electronically filed with the Clerk of Court using the CM/ECF system, which will cause a copy of said document to be electronically transmitted to all counsel of record.

/s/ *Paul T. Geske*

Exhibit 1

Notice of Homebuyer Class Action Settlement

If you purchased a home that was listed on a Multiple Listing Service in the United States, and a commission was paid to any brokerage as part of the transaction, you may be entitled to a cash payment from a class action settlement.

Submit a Claim by Month DD, 20YY

You may be eligible for a cash payment from a **$120,334,500 class action settlement** involving the National Association of REALTORS® ("NAR") and a number of residential real estate brokerage companies (together, "Defendants"). A lawsuit entitled *Tuccori et al. v. At World Properties, LLC et al.*, No. 1:24-cv-00150 (N.D. Ill.) asserts that the Defendants engaged in unlawful, anticompetitive conduct to raise, fix, and maintain real estate broker commissions at heightened amounts in violation of federal and state laws. The individuals who brought the lawsuit allege that the Defendants' anticompetitive conduct harmed homebuyers by inflating home prices and reducing the quality of buyer-broker services. The Defendants deny having violated the law, and the Court has not decided who is right or wrong. The Parties have agreed to settle the legal claims in the lawsuit and avoid the uncertainties and costs of continuing the lawsuit.

Who is Included?

The Settlement includes all persons who (1) purchased a home that was listed on a Multiple Listing Service ("MLS") anywhere in the United States (2) where a commission was paid to any brokerage in connection with the transaction (3) during the Class Periods, subject to certain exclusions. The date ranges for the Class Periods vary by state. Please visit www.homebuyersettlement.com to confirm whether you are a Settlement Class Member and are eligible to submit a claim.

Does this Settlement include home sellers?

No. There are different settlements that cover people who sold a home, even if they have also purchased a home. The home seller settlements were reached in other lawsuits such as *Burnett et al. v. The Nat'l Ass'n of Realtors*, No. 19-cv-00332 (W.D. Mo.) and *Gibson et al. v. The Nat'l Ass'n of Realtors® et al.*, No. 4:23-cv-00788-SRB (W.D. Mo.). If you are a class member in one of the home seller settlements, you are excluded from the Settlement here and may not receive a payment from the Settlement.

What Does the Settlement Provide?

If you are a Settlement Class Member, you can submit a Claim online or by mail postmarked by **Month DD, 20YY** for **a Cash Payment from the $120,334,500 Global Settlement Fund.**

At this time, it is not known how much each Settlement Class Member will receive or when payments will be made. The amount of each payment will depend on the number of valid claim forms, the number of properties purchased, and the amount of commissions paid in those transactions.

Other Options

Opt-Out postmarked by Month DD, 20YY. Submit an opt-out request if you do not want to be part of the Settlement Class. The Court will exclude Settlement Class Members who request to opt-out. The Long Form Notice on the Settlement Website explains how to opt-out. If you do *not* opt-out, you will be bound by the Settlement and any orders or judgments.

Object by Month DD, 20YY. You may object to the Settlement if you do not opt-out. The Long Form Notice on the Settlement Website explains how to object.

Do Nothing. You will not get a payment from the Settlement, and you will be bound by the Settlement and any orders or judgments.

This notice is a summary. Learn more here or call toll-free 1-XXX-XXX-XXX.

Which real estate brokerages are named in the Settlement?

There are 25 residential real estate companies named in the Litigation that have agreed to the Settlement. For a full list, please visit https://homebuyersettlement.com/home/FAQ. Additionally, the Settlement releases all Released Claims that the Settlement Class members have against the NAR and its affiliates as well as the following entities provided they meet certain conditions, including that they agree to abide by certain practice changes: (i) NAR Members, Associate Members, and Member Boards that do not operate an unincorporated MLS; (ii) Realtor MLSs and non-Realtor MLSs, as described in the Opt-In Agreement; and (iii) real estate brokerages that have a REALTOR® as a Principal with membership in the NAR on the date of Class Notice and a Principal who was a Participant in any MLS during the Class Period, provided that they had not settled or been named as a defendant in any lawsuit or action alleging claims that share the same factual predicate as those asserted in the Litigation as of April 10, 2026.

When will the Settlement be approved?

On Month DD, 20YY, the Court will hold a final fairness hearing to decide whether to approve the Settlement, an award of attorneys' fees to Class Counsel of up to one-third of the Global Settlement Fund plus costs, service awards, and any objections. The Court will also consider service award payments of up to $7,500 to each of the Class Representatives. You or your lawyer may ask to appear at the hearing if you'd like to, but you do not have to attend.

Submit Your Claim

Exhibit 2

OFFICIAL NOTICE FOR THE HOMEBUYER ANTITRUST SETTLEMENT

Tuccori v. At World Properties, LLC, No. 1:24-cv-00150 (N.D. Ill.)

If you purchased a home that was listed on a Multiple Listing Service in the United States, and a commission was paid to any brokerage as part of the transaction, you may be entitled to a cash payment from a class action settlement.

Please read this notice carefully because it may affect your legal rights.

A court authorized this notice. This is not a solicitation from a lawyer.

- This notice provides information about a class action settlement reached with The National Association of REALTORS® and a number of residential real estate brokerage companies (together, "Defendants") in a lawsuit entitled *Tuccori et al. v. At World Properties, LLC et al.*, No. 1:24-cv-00150 (N.D. Ill.).
- The individuals who brought the lawsuit claim that the Defendants engaged in unlawful, anticompetitive conduct that raised, fixed, and maintained real estate broker commissions at heightened amounts in violation of federal and state laws which in turn harmed homebuyers by inflating home prices and reducing the quality of buyer-broker services. The Defendants deny having violated the law, and no Court or jury has not decided who is right or wrong. The Parties have agreed to settle the legal claims in the lawsuit and avoid the uncertainties and costs of further litigation.
- The Defendants have agreed to pay a combined amount of $120,334,500 as part of the Settlement.
- Individuals who are members of the Settlement Class can submit a claim to receive a payment from the Settlement. The Settlement Class is defined as: all persons who purchased a home that was listed on a Multiple Listing Service ("MLS") anywhere in the United States where a commission was paid to any brokerage in connection with the transaction during the Class Periods. There are certain exclusions listed below, and the Settlement Class does not include people who have sold a home and are part of settlements in separate home seller settlements.
- More information about the Class Periods and membership in the Settlement Class is below.

Please read this Notice carefully.

	YOUR OPTIONS	DEADLINE
SUBMIT A CLAIM	Settlement Class Members are eligible to submit a claim to receive a payment from the Global Settlement Fund. Submitting a valid and timely claim is the only way to receive a payment.	Submitted or Postmarked by: **Month DD, 20YY**
EXCLUDE YOURSELF	You may exclude yourself from the Settlement. If you choose this option, you will not receive a payment from the Settlement, but you will keep your right to hire your own lawyers and bring a separate lawsuit against the Released Parties at your own expense if you want to do so.	Postmarked by: **Month DD, 20YY**
OBJECT	If you wish to object to the Settlement, you may stay in the Settlement and tell the Court why you disagree with the Settlement's terms.	Filed by: **Month DD, 20YY**
DO NOTHING	If you do nothing, you will remain a member of the Settlement Class and will still be bound by the release of legal claims, but you will not receive a payment.	

NOTE: This Notice is just a summary. The Settlement Class Members' rights and options under the Settlement—and the deadlines to exercise them—are explained in the Settlement Agreements and summarized below.

PLEASE DO NOT CALL OR WRITE THE COURT, THE COURT CLERK'S OFFICE, THE DEFENDANTS, OR THE DEFENDANTS' LAWYERS. THEY WILL NOT BE ABLE TO ASSIST YOU. If you have questions, or if you would like more information, please visit www.homebuyersettlement.com or call the lawyers representing the Settlement Class at (312) 893-7002.

WHAT THIS NOTICE CONTAINS

1. What is this Notice for?

A court authorized this Notice to inform potential Settlement Class Members about the Settlement. Settlement Class Members are entitled to information about the Settlement to evaluate their rights and options before the Court decides whether to grant final approval to the Settlement. This Notice explains the lawsuit, the Settlement, and how Settlement Class Members can get a portion of the Settlement benefits.

2. What is the lawsuit about?

The lawsuit alleges that the National Association of REALTORS® ("NAR") and certain residential real estate brokerages created anticompetitive rules designed to keep brokers' commissions artificially elevated. The lawsuit also claims that the Defendants participated in an unlawful conspiracy to implement and enforce these rules in residential real estate transactions. This conspiracy allegedly impaired competition in the market for residential real estate broker services nationwide to the detriment of consumers, who unwittingly paid inflated commissions as part of their respective home transactions, which in turn harmed homebuyers by inflating home prices and reducing the quality of buyer-broker services.

The people who brought the lawsuit are known as the Plaintiffs. In their complaint, the Plaintiffs plead legal claims for (I) violations of the Sherman Antitrust Act, 15 U.S.C. § 1; (II) violations of the Illinois Antitrust Act, 740 ILCS 10/1 *et seq.* and substantially similar antitrust statutes in other states; (III) violations of the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1 *et seq*. and substantially similar consumer fraud statutes in other states; and (IV) unjust enrichment.

The Defendants deny Plaintiffs' allegations and deny that they have violated the law. Neither the Court nor a jury have considered or decided who is right or wrong. The Parties have negotiated and entered into the proposed Settlement to avoid the risk, uncertain outcome, expense and distraction of continued litigation.

3. Who is the lawsuit brought against?

The companies that the lawsuit is brought against are called the Defendants. The Defendants in the lawsuit are At World Properties, LLC, Baird & Warner, Inc., Real Estate One, Inc., Silvercreek Realty Group LLC, Equity Realtors, LLC d/b/a Equity Real Estate, NextHome, Inc., Realty Executives Intl. Svcs. LLC, Shorewest Realtors, Inc., Side, Inc., Engel & Volkers Americas, Inc. and Engel & Volkers GmbH, The Keyes Company, Illustrated Properties, LLC, Anywhere Real Estate Inc., The Real Brokerage Inc., Real Broker, LLC, Vanguard Properties, Inc., Compass, Inc., eXp World Holdings, Inc., Fathom Realty, LLC, HomeServices of America, Inc., BHH Affiliates, LLC, HSF Affiliates LLC, HomeSmart International, LLC, Hanna Holdings, Inc., Realty ONE Group Inc., Kempa and Associates d/b/a Realty ONE Group Excel, Umro Realty Corp d/b/a The Agency, United Real Estate Holdings, LLC d/b/a United Real Estate Group, Douglas Elliman Inc., and The National Association of REALTORS®.

4. What is a class action lawsuit?

In a class action, one or more people or businesses (called class representatives) sue on behalf of people or businesses who have similar legal claims. Together, all of these people are called a class or class members. One court resolves the issues for all class members, except for those class members who exclude themselves (opt out) from the class.

5. How do I know if I am part of the Settlement Class in the lawsuit?

You are part of the Settlement Class and eligible to participate in the Settlement if you fall within the following Settlement Class Definition:

> All persons who purchased a home that was listed on an MLS anywhere in the United States where a commission was paid to any brokerage in connection with the transaction during the Class Periods.

However, the Settlement Class does not include: persons who submit a valid request to be excluded from the Settlement Class; persons who have separately released the Released Claims against a Settling Defendant in a court approved class settlement in *Burnett, Gibson, Keel*, or *Hooper* (described further in Section 6 below), but only as to that Settling Defendant; the Parties' counsel; the Special Master for Mediation; the Court and staff to whom this case is assigned, and any immediate family members of the Court or its staff.

For avoidance of doubt, the Settlement Class includes persons who purchased a home listed on any MLS, regardless of affiliation with The National Association of Realtors®, including the Real Estate Board of New York, the REBNY Residential Listing Service, the Northwest Multiple Listing Service, West-Penn Multi-List, Inc., and MLS Property Information Network.

6. What date range applies to my home purchase?

Your home purchase must have occurred during the "Class Periods" in order for you to be eligible for membership in the Settlement Class. The Class Periods vary by state and Defendant.

The following Class Periods are applicable to legal claims against Defendants At World Properties, LLC, Baird & Warner, Inc., Real Estate One, Inc., Silvercreek Realty Group LLC, Equity Realtors, LLC d/b/a Equity Real Estate, NextHome, Inc., Realty Executives Intl. Svcs. LLC, Shorewest Realtors, Inc., Side, Inc., Engel & Volkers Americas, Inc. and Engel & Volkers GmbH, The Keyes Company, Illustrated Properties, LLC, The Real Brokerage Inc., Real Broker, LLC, Vanguard Properties, Inc., Fathom Realty, LLC, HomeSmart International, LLC, Realty ONE Group Inc., Kempa and Associates d/b/a Realty ONE Group Excel, Umro Realty Corp d/b/a The Agency:

For homes listed in:	Class Period
Alabama, Georgia, Indiana, Maine, Michigan, Minnesota, New Jersey, Pennsylvania, Tennessee, Vermont, Wisconsin, and Wyoming	December 8, 2017 through June 25, 2026
Arkansas, Illinois, Kentucky, and Missouri	December 8, 2018 through June 25, 2026
For all other homes across the United States	December 8, 2019 through June 25, 2026

The following Class Periods are applicable to legal claims against Defendants Anywhere Real Estate Inc., Compass, Inc. eXp World Holdings, Inc., HomeServices of America, Inc., BHH Affiliates, LLC, HSF Affiliates LLC, Hanna Holdings, Inc., United Real Estate Holdings, LLC d/b/a United Real Estate Group, Douglas Elliman Inc., and The National Association of REALTORS®:

For homes listed in:	Class Period
Puerto Rico	January 25, 2006 through June 25, 2026
Rhode Island and Louisiana	January 25, 2011 through June 25, 2026
Wyoming	January 25, 2013 through June 25, 2026
Alabama, Connecticut, Hawaii, Indiana, Maine, Massachusetts, Michigan, Minnesota, New Jersey, New York, North Dakota, Ohio, Oregon, Pennsylvania, South Dakota, Tennessee, Vermont, and Wisconsin	January 25, 2015 through June 25, 2026
Arkansas, Kentucky, Illinois, Iowa, Missouri, Utah, and West Virginia	January 25, 2016 through June 25, 2026
Arizona, California, Washington D.C., Delaware, Florida, Georgia, Idaho, Nebraska, Nevada, New Hampshire, New Mexico, North Carolina, and Virginia	January 25, 2017 through June 25, 2026
Alaska, Colorado, Kansas, Maryland, Mississippi, Montana, Oklahoma, and South Carolina, and Washington	January 25, 2018 through June 25, 2026
Texas and for all other homes across the United States	January 25, 2019 through June 25, 2026

7. Does the Settlement include home sellers?

No. Membership in the Settlement Class is based on home purchases. Merely having sold a home is not a basis for membership. There are different settlements that cover people who sold homes, even if they have both bought and sold a home.

The home seller settlements were reached in other lawsuits, including *Burnett et al. v. The Nat'l Ass'n of Realtors*, No. 19-cv-00332 (W.D. Mo.) ("Burnett"), *Gibson et al. v. The Nat'l Ass'n of Realtors® et al.*, No. 4:23-cv-00788-SRB (W.D. Mo.) ("Gibson"); *Keel et al. v. House of Seven Gables Real Estate, Inc. et al.*, No. 4:25-00055 (W.D. Mo.) ("Keel"); and *1925 Hooper LLC et al. v. The Nat'l Ass'n of Realtors et al.*, No. 1:23-cv-5392-MHC (N.D. Ga.) ("Hooper"). The Settlement here does not overlap with any of the existing home seller settlements. Rather, this Settlement resolves the legal claims of homebuyers who were not included in the home seller settlements.

If you are a class member in a settlement reached in one or more of the home seller lawsuits, you are excluded from the Settlement here and may not receive a payment.

8. What benefits does the Settlement provide?

If the Settlement is approved, the Defendants will pay a combined total of $120,334,500 to be distributed to Settlement Class Members on a pro rata basis after deductions for fees and costs associated with the Settlement. The net amount after deductions will be paid out in more than one payment issued over several years. The Defendants' contributions are as follows:

Defendant	**Monetary Contribution to Global Settlement Fund**
@properties	$750,000
Anywhere Real Estate	$9,602,500
Baird & Warner	$264,000
Compass, Inc.	$7,331,250
Douglas Elliman Inc.	$2,041,250
Engel & Volkers	$800,000
Equity Real Estate	$90,000
eXp World Holdings, Inc.	$4,335,000
Fathom Realty, LLC	$250,000
Hanna Holdings, Inc.	$8,250,000
HomeServices of America, Inc., BHH Affiliates, LLC, and HSF Affiliates LLC	$30,000,000
HomeSmart International, LLC	$600,000
Keyes Co. & Illustrated Properties	$200,000
NextHome	$155,000
Real Estate One	$180,000
Realty Executives	$135,000
Realty ONE Group Inc. and Kempa and Associates LLC d/b/a Realty ONE Group Excel	$500,000
Shorewest Realtors	$465,000
Side	$300,000
Silvercreek Realty Group	$63,000
The National Association of REALTORS®	$52,250,000
The Real Brokerage	$750,000
Umro Realty Corp d/b/a The Agency	$300,000

United Real Estate Holdings, LLC d/b/a United Real Estate Group	$487,500
Vanguard Properties	$235,000
Total	**$120,334,500**

The specific amount of each Settlement Class Member's pro rata payment will be determined by the Plan of Allocation, if it is approved, or by another allocation plan that is approved by the Court. At this time, it is not known exactly how much each Settlement Class Member will receive or when payments will be made. The amount of each payment will depend on the total number of valid claim forms and information unique to each class member such as the number of properties purchased and the amount of commissions paid in those transactions.

In addition to the monetary benefits, the Defendants have agreed to maintain or extend certain changes to business practices as set forth in the Settlement Agreements. The Settlement Agreements are available at www.homebuyersettlement.com.

9. How do I submit a claim form to receive a payment?

To qualify for a payment from the Settlement, you must be a Settlement Class Member and you must submit a Claim Form by [DATE]. You may submit your claim online at the Settlement Website by [DATE] or by mail to the Settlement Administrator at the address on the Claim Form, but the easiest way to submit a claim is online through the Settlement Website. Claim Forms are also available at www.homebuyersettlement.com or by calling 1-XXX-XXX-XXXX or by writing to:

Homebuyer Antitrust Litigation
Settlement Administrator
PO Box XXXX
Portland, OR 972XX-XXXX

Please note per the United States Postal Service, mail may *not* be postmarked the day it is deposited in a mailbox or at a local post office. Postmarks occur when mail reaches a processing facility. To meet a postmark deadline, **mail at least a week prior to a postmark deadline**, get a manual postmark in-person at any post office, or send via Certified Mail.

10. When will I receive my payment?

The Global Settlement Fund will be funded in installments from the Defendants. As a result, there will be multiple payments issued to the Class Members over a period of several years after the Settlement is approved by the Court and becomes final.

It may take time for the Settlement to be approved and become final. Please be patient and check www.homebuyersettlement.com for updates.

11. What happens if my contact information changes after I submit a claim form?

If you change your mailing address or email address after you submit a claim form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by writing to:

Homebuyer Antitrust Litigation
Settlement Administrator
PO Box XXXX
Portland, OR 972XX-XXXX

12. What legal claims am I giving up by remaining in the Settlement Class?

If you choose to remain in the Settlement Class and the Settlement is approved and becomes final, you will be eligible to receive compensation and you will also be bound by the terms of the Settlement Agreements. This means that you will not be able to sue, continue to sue, or be part of any other lawsuit against the Released Parties with respect to the Released Claims, including the claims in this lawsuit. The specific rights you are giving up are called "Released Claims."

The Released Claims include any and all state and federal claims regardless of the cause of action arising from or related to conduct that was or could have been alleged in the Litigation based on any or all of the same factual predicates as those claims, including but not limited to claims based on antitrust laws, consumer protection or other state laws, and/or anticompetitive conduct relating to the commissions negotiated, offered, obtained, or paid to brokerages, or the impact of the foregoing on the purchase price, in connection with the purchase or sale of residential real estate.

The Released Parties generally include the Defendants and all of their respective past, present, and future direct and indirect parents (including holding companies), subsidiaries, related entities and affiliates, associates (all as defined in SEC Rule 12b-2 promulgated pursuant to the Securities Exchange Act of 1934), predecessors, and successors, and all of their respective franchisees, sub-franchisors, licensees, officers, directors, managing directors, shareholders, members, managers, employees, agents, contractors, independent contractors, attorneys, legal or other representatives, accountants, auditors, experts, trustees, trusts, heirs, beneficiaries, estates, executors, administrators, insurers, and assigns, and all of their franchisees' and sub-franchisors' and licensees' officers, directors, shareholders, members, managers, managing directors, employees, agents, and independent contractors.

Additionally, with respect to the NAR, the Settlement releases all Released Claims that the Settlement Class members have against the NAR and its affiliates as well as the following entities provided they meet certain conditions, including that they agree to abide by certain practice changes: (i) NAR Members, Associate Members, and Member Boards that do not operate an unincorporated Multiple Listing Service ("MLS"); (ii) Realtor MLSs and non-Realtor MLSs, as described in the Opt-In Agreement; and (iii) real estate brokerages that have a REALTOR® as a Principal with membership in the NAR on the date of Class Notice and a Principal who was a Participant in any MLS during the Class Period, provided that they had not settled or been named as a defendant in any lawsuit or action alleging claims that share the same factual predicate as those asserted in the Litigation as of April 10, 2026.

For questions regarding the Releases or what they mean, you can contact Class Counsel (listed below) for free, or you can talk to your own lawyer.

13. Can I exclude myself from the Settlement?

If you do not want a payment and do not want to be legally bound by the terms of the Settlement, you must exclude yourself from the Settlement. If you do so, you will not be eligible to receive any payments as a result of this Settlement. However, you will keep the right to sue or continue to sue the Defendants on your own and at your own expense if you wish to pursue any of the legal claims being released as part of this Settlement.

To exclude yourself from the Settlement, you must mail a written request for exclusion ("Request for Exclusion"), which includes the following:

1) Your name, address, telephone number;
2) Your personal physical signature; and
3) A statement that you want to be excluded from the Settlement Class, such as "I hereby request to be excluded from the Settlement Class in *Tuccori et al. v. At World Properties, LLC et al*."

The Request for Exclusion must be **mailed** to the Settlement Administrator at the following address, and be **postmarked** by **MONTH DD, 20YY**:

Homebuyer Antitrust Litigation
Settlement Administrator
PO Box XXXX
Portland, OR 97XXX-XXXX

Please note per the United States Postal Service, mail may *not* be postmarked the day it is deposited in a mailbox or at a local post office. Postmarks occur when mail reaches a processing facility. To meet a postmark deadline, **mail at least a week prior to a postmark deadline**, get a manual postmark in-person at any post office, or send via Certified Mail.

"Mass" or "class" requests for exclusion filed by third parties on behalf of a "mass" or "class" of Settlement Class Members or multiple Settlement Class Members where the opt-out has not been signed by each and every individual Settlement Class Member will not be allowed.

14. If I exclude myself, can I still get anything from the Settlement?

No. If you exclude yourself, you will not be entitled to receive a payment, but you will not be bound by the Settlement or any judgment in this lawsuit against the Released Parties. You can only get a payment if you stay in the Settlement and submit a timely and valid Claim Form.

15. If I do not exclude myself, can I sue Defendants for the same legal claims later?

No. Unless you exclude yourself, you give up the right to sue the Released Parties for the legal claims the Settlement resolves. You must exclude yourself from this Settlement to start or continue with your own lawsuit or be part of any other lawsuit against the Released Parties. If you have a pending lawsuit against any of the Defendants, speak to your lawyer in that lawsuit immediately.

By staying in the lawsuit, you are not releasing your legal claims in this lawsuit against any entities other than the Defendants and their related Released Parties as set forth in the Settlement

Agreements.

16. Can I object to the Settlement?

If you are a member of the Settlement Class, and have not excluded yourself from the Settlement, you may object to the Settlement or any part of the Settlement if you think there are legal reasons why the Court should reject it. If you object, the Court will consider your views. To object, you must file your objection with the Court and serve a copy to the Settlement Administrator and the lawyers for both the Settlement Class and the Defendants. Your objection must clearly state the following information:

1) Your full name, current mailing address, telephone number, and email address (if any);
2) The case name and case number of the lawsuit: *Tuccori et al. v. At World Properties, LLC et al.*, Case No. 1:24-cv-00150;
3) The reasons why you object to the Settlement along with any supporting legal authority;
4) State whether the objection applies to the entire Settlement and Settlement Class or is limited to specific Settling Defendant(s), to you as the objector, to a specific subset of the Settlement Class;
5) A list of any objections you or your lawyer have filed in any state or federal court class action in the last five (5) years, identified by the name of the case, the case number, the court in which the objection was filed, and the outcome of the objection;
6) A statement confirming whether you intend to personally appear and/or testify at the final fairness hearing and the reasons for seeking to appear; and
7) Your signature as the objector.

To object, you must file your timely written objection with the Court as provided below by **MONTH DD, 20YY**, and send it by U.S. mail to the Settlement Administrator, Class Counsel, and Settling Defendants' Counsel, postmarked by or shipped by private courier (such as Federal Express) by **MONTH DD, 20YY**.

COURT	CLASS COUNSEL	SETTLING DEFENDANTS' COUNSEL	SETTLEMENT ADMINISTRATOR
Clerk U.S. District Court for the Northern District of Illinois Everett McKinley Dirksen United States Courthouse 219 S. Dearborn Street Chicago, IL 60604	Jonathan M. Jagher JUSTICE JAGHER LONDON & MILLEN LLC 100 Tri-State International Suite 128 Lincolnshire, IL 60069 Myles McGuire Evan Meyers Paul T. Geske MCGUIRE LAW, P.C. 55 W. Wacker Drive 9th Floor	Representative for Settling Defendants' Counsel Law Firm Address	*Homebuyer Antitrust Litigation* Settlement Administrator PO Box XXXX Portland, OR 972XX-XXXX

	Chicago, IL 60601		

Please note per the United States Postal Service, mail may *not* be postmarked the day it is deposited in a mailbox or at a local post office. Postmarks occur when mail reaches a processing facility. To meet a postmark deadline, **mail at least a week prior to a postmark deadline**, get a manual postmark in-person at any post office, or send via Certified Mail.

17. What is the difference between objecting and asking to be excluded?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Opting out is telling the Court that you do not want to be part of the Settlement Class. If you opt out, you cannot object because you are no longer part of the Settlement.

18. What happens if I do nothing?

If you are a Settlement Class Member and do nothing in response to this notice, you will remain a member of the Settlement Class and release your legal claims against the Defendants. However, you will not be eligible to receive a payment. **You must submit a claim to receive a payment from this Settlement.** See above.

19. Who represents me?

In a class action, one or more people called "class representatives" sue on behalf of other people who have the same or similar legal claims. This lawsuit was filed by Plaintiffs James Tuccori, Courtney Foregger, Kevin Cwynar, Dawid Zawislak, Michael D'Acquisto, and Alejandro Lopez a/k/a Aleandro Lopez, all of whom have purchased homes and have sought to represent other homebuyers with similar legal claims against the Defendants. The Court has appointed Plaintiffs for settlement purposes to be the Class Representatives for all Settlement Class Members in the lawsuit.

The Court has also appointed Myles McGuire, Evan Meyers, and Paul T. Geske of McGuire Law, P.C. and Jonathan M. Jagher and Matthew W. Ruan of Justice Jagher London & Millen LLC as Class Counsel for the Settlement Class. You do not need to hire your own lawyer because Class Counsel is working on your behalf. You may hire your own lawyer at your own cost if you want someone other than Class Counsel to represent you in this lawsuit.

20. How will Class Counsel be paid for their services?

To date, Class Counsel have not received any payment for their services in litigating the lawsuit on behalf of the Class Representatives and the Settlement Class, nor have Class Counsel been reimbursed for their costs and expenses directly relating to their representation of the Settlement Class. Prior to final approval of the Settlement, Class Counsel will ask the Court for an award of attorneys' fees of up to one-third of the Global Settlement Fund, plus an award of litigation expenses for investigating the facts, litigating the lawsuit, and negotiating the Settlement.

Any payment to Class Counsel or the Class Representatives will be subject to Court approval, and the Court may award less than the requested amount. The attorneys' fees, costs, expenses, and service awards that the Court orders, plus the costs to administer the Settlement, will be paid from the Global Settlement Fund.

When Class Counsel's motion for attorneys' fees, costs, expenses, and service awards is filed, it will be available at www.homebuyersettlement.com/Home/Documents. The motion will be posted on the Settlement Website before the deadline for objecting to the Settlement.

21. When and where will the Court finally approve the Settlement?

The Court will hold a final fairness hearing on **MONTH DD, 20YY, at XX:XX a.m./p.m.** before the Honorable Lindsay C. Jenkins at the Everett McKinley Dirksen U.S. Courthouse, 219 South Dearborn Street, Chicago, IL 60604 or via telephone or video conference. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve the Settlement, Class Counsel's attorneys' fees, expenses, and service awards.

If there are objections that were filed by the deadline, the Court will consider them. If you file a timely objection, and you (or your lawyer) filed a Notice of Intent to Appear, the Court may hear objections at the hearing.

Note: The date and time of the final fairness hearing are subject to change without further notice to the Settlement Class. The Court may also decide to hold the hearing via video conference or by telephone. You should check the Settlement Website **www.homebuyersettlement.com** to confirm the date and time of the final fairness hearing have not changed.

22. Do I have to attend the fairness hearing?

Class Counsel will appear at the hearing and answer any questions the Court may have. If you would like to attend, you may do so at your own expense, but you do not have to do so. If you submit an objection, as long as you file your written objection by the deadline, the Court will consider it.

If you wish to attend the final fairness hearing and address the Court, you must file a Notice of Intent to Appear with the Court and serve it on Class Counsel and Defendants' Counsel. Your Notice of Intent to Appear must include: your name, address, telephone number, email address, the case name and case number of the lawsuit, a statement clearly indicating your intention to appear at the final fairness hearing and the reasons for seeking to appear; copies of any papers or information to be presented to the Court (if any); and your signature.

Your Notice of Intention to Appear must be filed with the Court by **MONTH DD, 20YY**, and served on Class Counsel and Defendants' Counsel, by U.S. mail or private courier (such as Federal Express) by **MONTH DD, 20YY**, at the addresses in the table above.

23. How do I get more information about the lawsuit?

This Notice summarizes the Settlement. Complete details about the Settlement are provided in the Settlement Agreements. The Settlement Agreements and other related documents are available at www.homebuyersettlement.com/Home/Documents. You may get additional information at www.homebuyersettlement.com, by calling toll-free 1-XXX-XXX-XXXX, or by writing to:

Homebuyer Antitrust Litigation
Settlement Administrator
PO Box XXXX
Portland, OR 972XX-XXXX

PLEASE DO NOT CALL OR WRITE THE COURT, THE COURT CLERK'S OFFICE, THE DEFENDANTS, OR THE DEFENDANTS' COUNSEL. THEY WILL NOT BE ABLE TO ASSIST YOU.

Exhibit 3

Tuccori et al. v. At World Properties, LLC, et al.
U.S. District Court, Northern District of Illinois
Case No. 1:24-cv-00150

Must be postmarked no later than Month DD, YYYY

Homebuyer Class Settlement Claim Form

This form is for submitting a claim to participate in the homebuyer class action settlement reached in *Tuccori et al. v. At World Properties, LLC et al.*, No. 1:24-cv-00150 (N.D. Ill.). You can also submit a claim online at HomebuyerSettlement.com/home/claims. If you are a member of the Settlement Class, then you are eligible to receive a payment from the Settlement Fund. The Settlement Class includes all persons who purchased a home that was listed on a Multiple Listing Service anywhere in the United States where a commission was paid to any brokerage in connection with the transaction during the Class Periods. The date ranges for the Class Periods vary by state, and the Settlement Class does not include people who have sold a home and are part of settlements in separate home seller settlements. For more information and to confirm whether you are a Settlement Class Member, please visit HomebuyerSettlement.com.

INSTRUCTIONS TO SUBMIT YOUR CLAIM: If you wish to submit a claim, please read these instructions carefully. There are two ways to submit a claim: (1) You can submit your claim online at the Settlement Website at HomebuyerSettlement.com/home/claims. Online claims must be completed and submitted by **Month DD, YYYY**, to be timely. (2) If instead you would like to submit a claim by U.S. Mail, complete all portions of this form, attach your supporting documents, sign the certification below, and mail your completed Claim Form to the Settlement Administrator at the following address:

Homebuyer Antitrust Litigation
Settlement Administrator
P.O. Box 4258
Portland, OR 97208-4258

IMPORTANT NOTE: To be eligible to receive a payment from the Settlement, you must submit your claim either online or by mailing this Claim Form to the Settlement Administrator by Month DD, YYYY.

If your claim is approved, you will receive a payment from the Settlement Fund. The amount paid to each Settlement Class Member varies according to each Settlement Class Member's home purchase price and broker commissions paid. If you do not submit a claim, you will not be eligible to receive any payment from the Settlement, but you will still be bound by the Settlement Agreement and its release unless you exclude yourself. See the Settlement Website for more details and instructions regarding your options under this Settlement.

Step 1 – Claimant Contact Information

First Name | MI | Last Name

Street Address

City | State | ZIP Code –

Email Address

Contact Phone Number – –

Unique ID (if known)

Mark the box stating your preferred method of payment.

☐ Payment via Check – If selecting this option, please double-check that the mailing address above is correct and current.

☐ Payment via Digital Payment – If selecting this option, please double-check that the email address above is correct and current.

Step 2 – Home Purchase Information

Address of Home Purchased

Street Address

City

State

ZIP Code

Date of Home Purchase

MM – DD – YYYY

Purchase Price

$.

Total Broker Commissions Paid

$.

Commissions Paid to Buyer Broker

$.

Multiple Listing Service Used to List Home (if known)

Prior Home Sales

Have you sold a home between April 29, 2014 and October 14, 2025 (check one)?

☐ Yes ☐ No

If yes, please provide the dates of all home sales within the above-listed period.

MM – DD – YYYY

Note: If you are submitting a claim for more than one home purchase, you will need to submit a separate "Step 2 – Home Purchase Information" page for each purchase. If needed, please print additional copies of this page to submit with your claim.

Step 3 – Proof of Purchase Documentation

Please attach proof of your home purchase. Supporting documents can include a closing statement, settlement statement, HUD statement, settlement letter, or other transaction documents provided to you during the sale and closing of your home purchase transaction.

Step 4 – Certification

I certify that I am a member of the Settlement Class and that the information above is true to the best of my knowledge. I understand that the Settlement Administrator has the ability to verify my claim.

Signature

Date: MM – DD – YYYY