

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

JAMES TUCCORI, individually and on
behalf of similarly situated individuals,

Plaintiffs,

v.

AT WORLD PROPERTIES, LLC, *et al.*

Defendants.

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

**MEMORANDUM OF THE NATIONAL ASSOCIATION OF REALTORS® IN
SUPPORT OF FINAL APPROVAL OF THE SETTLEMENT**

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Plaintiffs' motion has addressed the factors governing settlement approval and explains why their application warrants final approval of the settlement. To avoid duplication, The National Association of REALTORS® ("NAR") focuses on its settlement and the objections thereto.

Only two objectors raise substantive objections. Aaron Bolton, whose counsel also represent the plaintiffs in *Batton v. NAR*, No. 21-cv-00430 (N.D. Ill.), raises the primary objection. Because Tom Wheeler's short objection makes points also made by Bolton, this brief focuses on Bolton's objection.

NAR's settlement is fair and reasonable, and the objections lack merit. NAR is a trade association whose revenue is largely dependent upon membership dues, unlike major brokers who receive commissions on home sales. Yet NAR, despite already paying \$418 million in the *Burnett* settlement, is by far the largest contributor to the settlement. Its \$52.25 million payment (accompanied by a 3-year extension of *Burnett*'s practice changes) represents 43.4% of the total *Tuccori* settlement. And NAR's settlement compares favorably to the *Batton* settlements cited by Bolton, which involve smaller percentages of money for the settlement fund (when costs and fees are considered) than NAR's settlement in this case.

Bolton's "reverse auction" claims are unsupported by the evidence and legally unsound. The undisputed record shows no evidence of collusion between NAR and Plaintiffs. NAR did not share any substantive information about its discussions with the *Batton* Plaintiffs with either the *Tuccori* Plaintiffs or the mediator. Negotiations leading to the settlement were hard fought, arm's length, and led to a reasonable and fair settlement. And the undisputed evidence shows that NAR did not attempt to play the two plaintiff groups against each other to get a better deal.

Bolton's structural arguments fare no better. Class settlements frequently include broad releases that reach claims beyond the specific litigation including claims subject to other lawsuits.

The *Burnett* settlement, recently upheld by the Eighth Circuit, did exactly that—allowing opt-in defendants who had been sued in other cases. *See Burnett v. NAR*, 187 F.4th 1051 (8th Cir. 2026). Judge Holderman’s testimony and the adequacy of the settlement refute Bolton’s contention that the *Tuccori* Plaintiffs lacked sufficient leverage. The opt-in process is reasonable and well-suited to cases alleging an industry-wide conspiracy, negotiating a “global peace” is paramount.

BACKGROUND

I. THE *BATTON* LITIGATION.

The *Batton* litigation began as *Leeder v. NAR, et al.*, on January 25, 2021, with a single named plaintiff. Since then, the case has been plagued by the *Batton* Plaintiffs’ innumerable missteps and delays. The initial complaint asserted federal antitrust claims, even though home buyers, as indirect purchasers, could not bring them. *See Illinois Brick Co. v. Illinois*, 431 U.S. 720, 729 (1977). The district court dismissed the complaint without prejudice. *See Batton* Dkt. 81 (May 2, 2022). Only then—more than a year after the original complaint—did *Batton* counsel begin researching state law claims. *See* Dkt. 195, at 4; Bolton Obj., Dkt. 207, at 4.

Discovery did not begin until April 2024, more than three years after filing the initial complaint. The *Batton* Plaintiffs then waited nearly a year to serve subpoenas on any MLS or websites that aggregate listing information (such as Zillow or Realtor.com). Declaration of Matthew Collette (“Collette Decl.”), ¶ 3. And the district court later denied the *Batton* Plaintiffs’ motion to file a Second Amended Complaint adding 24 additional named plaintiffs and 18 new state antitrust and consumer protection claims because of the *Batton* Plaintiffs’ delay. *Batton* Dkt. 214, at 2.

After multiple extensions, the *Batton* Plaintiffs moved for class certification on September 22, 2025, relying on two expert reports. *See Batton* Dkt. 244. The proposed class included buyers whose claims were released in the *Burnett* litigation, and the expert analysis did not separately

analyze the narrower class of non-released claims. *Id.* at 1-2 & n.5. Because the motion improperly included buyers with released claims, the court struck it and stayed class certification briefing pending further order. *Batton* Dkt. 257.

More than five years into the litigation, the *Batton* Plaintiffs have yet to take a single deposition. *Batton* counsel did not contact NAR’s counsel to schedule fact depositions until April 2, 2026—after settling with Keller Williams and after Anywhere opted into the *Tuccori* settlement. Collette Decl. ¶ 5.

II. NAR’S DISCUSSIONS WITH THE *BATTON* PLAINTIFFS.

In February 2026, NAR, the *Batton* Plaintiffs, and RE/MAX LLC (“RE/MAX”) agreed to mediate before Gregory Lindstrom. Collette Decl. ¶ 6. However, on March 6, 2026, counsel for RE/MAX informed *Batton* counsel that it was withdrawing from the mediation. *Id.* at ¶ 7. NAR thereafter determined to withdraw as well, notifying *Batton* counsel of that fact on March 8. *Id.*

That same day, *Batton* counsel asked NAR counsel for a call. *Id.* ¶ 8. At a videoconference with *Batton* counsel Randall Ewing on March 9, NAR counsel Leonard Gail stated that NAR did not want to discuss settlement and made clear that the conversation was not governed by Fed. R. Civ. P. 408. *Id.* Mr. Gail also stated that NAR did not want to discuss any potential settlement terms. *Id.* During two subsequent discussions with *Batton* counsel on March 10 and March 17 concerning the framework of possible settlement discussions, NAR counsel did not engage in any substantive negotiation or respond to any substantive proposals made by *Batton* Counsel.¹ *Id.* ¶ 9.

On March 19, NAR counsel emailed *Batton* counsel stating that NAR did not think any further meetings would be useful. *Id.* ¶ 11.

¹ Bolton does not rely on the substance of any of NAR’s discussions with the *Batton* Plaintiffs, relying solely on the *timing* of the settlements. Moreover, in their reply in support of their request for fees, *Batton* counsel acknowledged that any discussion of the substance of settlement negotiations would be improper. Dkt. 220, at 4 n.2.

III. NAR'S SETTLEMENT IN *TUCCORI*.

In October 2025 *Tuccori* announced ten settlements that included an opt-in procedure for others to join, with a specific invitation to NAR to opt-in. *See* Dkt. 58-1, ¶ 35. Batton counsel was aware of this opt-in process and the invitation to NAR but raised no objection. Dkt. 102-1 at 1. The Court preliminarily approved the settlement and appointed *Tuccori* counsel as class counsel. Dkt. 65, ¶ 10.

On March 27, 2026, NAR and *Tuccori* mediated before Judge Holderman. Collette Decl. ¶ 12. The mediation went from 9:30 a.m. until approximately 5:00 p.m. *Id.* ¶ 13. At no point before, during or after the mediation, did NAR or its counsel reveal to *Tuccori* counsel or the mediator the substance of any settlement discussions with *Batton* counsel. *Id.*; Holderman Decl., Dkt. 168-1, ¶ 9. In addition, the negotiations were hard fought, arms-length, and facilitated ably by Judge Holderman. Collette Decl. ¶ 13; Holderman Decl., ¶¶ 9-12.

NAR and the *Tuccori* Plaintiffs reached an agreement in principle at the end of the mediation, but continued to negotiate over the settlement terms, finally signing the agreement on April 9, 2026. Collette Decl. ¶ 14. That agreement requires NAR to pay a total of \$52.25 million and to implement practice changes similar to those agreed to in *Burnett* (but that continue longer than the *Burnett* settlement requires). *See* Dkt. 168-2, Ex. 4, at 16-20.

ARGUMENT

Bolton argues that NAR's settlement (and those of the other *Batton* Defendants) is invalid as a "reverse auction," which in turn led to settlements that did not adequately compensate the class. He is wrong on both counts. NAR's settlement is fair and adequate, and in line with the comparators that Bolton claims (through lack of context and faulty math) establish a higher benchmark for adequate settlements. And Bolton's argument that the settlement is somehow tainted as a reverse auction lacks merit.

IV. NAR’S SETTLEMENT IS FAIR AND ADEQUATE.

A. NAR’s Settlement Amount and Practice Changes Adequately Compensate the Class.

Plaintiffs have shown that all the settlements here are fair and adequate. NAR’s settlement easily satisfies the standards for fairness and adequacy. As noted above, NAR is a trade association that earns no commission on home sales. Yet it is by far the highest contributor to the settlement. NAR’s \$52.25 million payment is 43.4% of the total *Tuccori* settlement and is nearly twice the next-highest settlement amount. It also exceeds all the *Batton* defendants combined (even counting the Keller Williams settlement covering claims released in *Burnett*).

NAR’s substantial payment is especially reasonable considering that NAR already is paying \$418 million in the *Burnett* settlement. *Burnett* Dkt. 1597, at 2. That exceeded 55% of NAR’s total assets to settle the *Burnett* litigation. *See id.*, at 8. And those payments continue. NAR paid \$72 million toward the *Burnett* settlement this year and will do the same next year, with a payment of nearly \$100 million (\$72 million plus interest) in 2028. *Burnett* Dkt. 1458-1, at 19.

NAR’s settlement amount is even more reasonable because Plaintiffs in both *Tuccori* and *Batton* are unlikely to succeed and thus recover nothing. First, Plaintiffs would have had difficulty obtaining class certification. As the *Batton* Plaintiffs have acknowledged, class certification would be “hotly-contested,” *Schulte v. Fifth Third Bank*, 805 F. Supp. 2d 560, 586 (N.D. Ill. 2011), and would entail substantial uncertainty and cost in part due to competing expert testimony. *Batton* Dkt. 336, at 6. Indeed, the *Batton* Plaintiffs failed in their first attempt at class certification due to their improper inclusion of buyers whose claims were released in *Burnett* and the failure of their experts to analyze alleged class-wide impact based on a properly narrowed class.

Plaintiffs would not be able to show that common issues predominate and are susceptible to common proof. *Eddlemon v. Bradley Univ.*, 65 F.4th 335, 338 (7th Cir. 2023). A typical indirect purchaser class action involves a homogeneous product whose “market price” can be readily

determined (even if subject to disagreement). In those cases, a pass-through rate, once established, applies across the board.

But homes are not homogeneous products. The price of a home depends on numerous factors unique to the home, such as physical attributes, location, upgrades, repairs, and general condition. And whether a buyer-broker commission had any effect on a home price depends upon myriad individual factors. The price emerges through bilateral negotiation over a one-of-a-kind asset. And sellers do not uniformly add the commission amount onto the listing price, let alone the final, negotiated price. Because the final sales price of a home depends on so many individual factors, it is impossible to use common evidence to determine whether the price of any individual home was affected by an allegedly inflated buyer broker commission.

Plaintiffs also face a significant risk of loss on the merits. They would not be able to show a conscious agreement between NAR and any of the defendants to fix prices or enforce NAR rules simply because those brokers were NAR members. In addition, Plaintiffs misread the NAR rules. Those rules did not fix the commission a seller must pay its agent or how much of that commission the seller's agent shares with the buyer's agent. Nor did they bar buyer brokers from telling clients how much cooperative compensation was offered. And they did not encourage buyer brokers to represent their services as free. Indeed, two district court rulings (after the *Burnett* trial) dismissed nearly identical claims as failing to state a claim as a matter of law. *See Grace v. RE/MAX Holdings, Inc.*, No. 23-cv-06352-HSG, 2024 WL 2761188, at *4 (N.D. Cal. May 29, 2024); *Moratis v. W. Penn Multi-List, Inc.*, No. 2:23-cv-2061, 2024 WL 4436425, at *4 (W.D. Pa. Oct. 7, 2024). Given the significant risk that Plaintiffs' efforts will result in no recovery, NAR's \$52.25 million settlement is fair, reasonable, and adequate.

B. Bolton's Challenge to the Sufficiency of NAR's Settlement is Unfounded.

Bolton contends that *Batton* counsel could have achieved a better result. But his assertion that NAR is paying a lower percentage of its *Burnett* settlement amount than Keller Williams and RE/MAX is hopelessly flawed.²

First, the \$20 million Keller Williams settlement in *Batton* (which Bolton touts as 29% of Keller Williams' \$70 million *Burnett* settlement amount), includes individuals whose claims were released by the settlement in *Burnett*. See *Batton* Dkt. 276-2, at 4-5. Even with the provision discounting those claims by 75%, the sheer number of those claimants will consume a huge portion (possibly even half) of the settlement fund.

The parties have quibbled over how many released claims the Keller Williams settlement covers, with Anywhere and Tuccori citing an estimate that only 21% of buyers have unreleased claims, and Bolton claiming the figure is between 24% and 28%. Bolton Obj., at 21-22 n.6. But the fact that no one knows—these numbers are merely *estimates*—demonstrates the folly of even attempting to judge the adequacy of any other settlements by comparing them to the Keller Williams settlement. Far from being the “icebreaker” that Bolton claims, the Keller Williams settlement did not result in subsequent higher settlements, as evidenced by RE/MAX's much lower settlement that did not include released claims.

More significantly, the amounts that will *actually* reach the settlement fund from the Keller Williams and RE/MAX settlements show that NAR's settlement compensates class members more than either of those settlements. In *Batton*, plaintiffs' counsel received not only one-third of the

² The *Burnett* settlement is higher for obvious reasons. That settlement occurred after a jury verdict in a direct purchaser case. Here, Plaintiffs have not even obtained class certification, and as indirect purchasers would be unlikely to do so. And unlike *Burnett* the putative class here consists largely of first-time home buyers. Those buyers typically buy less expensive homes, resulting in commissions lower than what members of the *Burnett* class typically paid. It is thus not a simple matter of applying the percentage of homebuyers who are not covered by the *Burnett* settlement to the *Burnett* settlement amount.

settlement in fees, but also \$4.5 million in costs (most of it for expert analysis of the improperly broad class), and \$500,000 in future litigation costs (from the Keller Williams settlement only). *Batton* Dkt. 352, at 2-3.³ That hefty award—unaccounted for in Bolton’s calculations—brings the value of the two settlements down considerably and demonstrates the value of NAR’s settlement to the class.

For instance, after deducting 1/3 of the \$20 million Keller Williams settlement for attorneys’ fees and its proportional share of the \$4.5 million in costs (split with RE/MAX),⁴ and the \$500,000 in future litigation costs awarded to counsel, the Keller Williams settlement amount is \$9,675,438.59 *including* the released claims. If 50% of the settlement goes to the released claims, the fund for non-released claims is \$4,837,719.30—only 6.91% of Keller’s \$70 million *Burnett* settlement. And even taking Bolton’s higher percentage of covered claims (which would attribute 58% of the amount to unreleased claims, Bolton Obj. at 21 n.6), the number would be \$5,611,754—8.01% of the *Burnett* settlement.

Compare that to NAR’s \$52.25 million settlement with the deduction of fees and costs. If the court grants *Tuccori* counsel’s request for 31.5% of the amount for fees (including costs), *see* Dkt. 197, at 2-3, that would leave \$35,791,250 for the settlement fund—or 8.56% of NAR’s \$418 million *Burnett* settlement amount—a higher percentage than Keller Williams.

The same is true for RE/MAX. Bolton touts RE/MAX’s \$8.5 million settlement as 15% of its \$55 million *Burnett* amount (comparing it to NAR’s 12.5%). Yet after deducting counsel’s 1/3 fee and its proportional share of the \$4.5 million costs, RE/MAX’s contribution to the settlement fund is \$4,324,561.40—only 7.86% of its *Burnett* settlement amount—also less than NAR.

³ The *Batton* Plaintiffs even sought—and received—service awards for three named plaintiffs whose claims had been released in *Burnett*. *Batton* Dkt. 352, at 3.

⁴ In accordance with each defendant’s proportion of the amount contributed to the *Batton* settlement fund, we have divided the \$4.5 million in costs as follows: Keller Williams: \$3,157,894.74; RE/MAX: \$1,342,105.26.

NAR's settlement is especially reasonable because NAR agreed to extend the *Burnett* practice changes by three years and Keller Williams and RE/MAX did not. Bolton brushes aside the extension by asserting that no defendants are likely to "revert to their preexisting practices" at the risk of being sued again. Bolton Obj., at 7 n.2. But that could be said about virtually every class settlement with practice changes. Yet the courts, including the Eighth Circuit in *Burnett*, have recognized that practice changes provide benefits to the class. *See, e.g., Burnett*, 187 F.4th at 1073. And extending the practice changes extends the Court's ability to enforce them directly. *See* Dkt. 168-2, Ex. 4, at ¶ 58.

In sum, an accurate comparison of the settlements, coupled with the extension of practice changes in NAR's settlement, demonstrates that NAR's settlement is fair and adequate.

V. BOLTON'S REVERSE AUCTION CLAIMS ARE UNFOUNDED.

Bolton argues that NAR's settlement resulted from an improper reverse auction. But a reverse auction requires collusion. *See, e.g., Negrete v. Allianz Life Ins. Co. of N. Am.*, 523 F.3d 1091, 1099 (9th Cir. 2008) (challenging party must show "underhanded activity"); *Rutter & Wilbanks Corp. v. Shell Oil Co.*, 314 F.3d 1180, 1189 (10th Cir. 2002) (party must show "concrete evidence" of improper conduct.)

A. There Is No Evidence to Support a Reverse Auction Claim.

Bolton has provided no evidence of collusion, let alone "concrete evidence." *Rutter & Wilbanks Corp.*, 314 F.3d at 1189. In fact, the undisputed evidence shows the opposite. NAR and the *Tuccori* plaintiffs negotiated before a neutral mediator, former Chief Judge Holderman. *See* Dkt. 168-1, ¶ 4. A neutral mediator's involvement weighs against finding a reverse auction. *See T.K. Through Leshore v. Bytedance Tech. Co., Ltd.*, No. 19-CV-7915, 2022 WL 888943, at *11 (N.D. Ill. Mar. 25, 2022) ("The best evidence of a truly adversarial bargaining process is the presence of a neutral third-party mediator.").

The parties negotiated at arm's length with a robust back-and-forth. Collette Decl., ¶ 13. As Judge Holderman confirmed, counsel “at all times conducted their mediated settlement negotiations in an adversarial, arm's-length, and good faith manner.” Holderman Decl., Dkt. 168-1, ¶ 10. He further confirmed that negotiations were “hard fought.” *Id.* ¶ 11. And he stated: “I can confidently express my view that the mediation process was robust and adversarial, and that the settlements are the product of skilled and ethical attorneys zealously advocating for the interests of their respective clients.” *Id.* ¶ 12.

Importantly, no one associated with NAR—either before, during, or after the *Tuccori* mediation—provided any information about the content of any previous discussions with *Batton* counsel. See Collette Decl. ¶ 13; Holderman Decl., Dkt. 168-1, ¶ 9. And Bolton is wrong in suggesting that all of the *Batton* defendants settled in *Tuccori* shortly after “significant unfavorable developments” in the *Batton* case. Bolton Obj., at 9. He merely points out that they settled after “receiving *Batton* Counsel’s settlement demand”—hardly a “significant unfavorable development.” See *id.* In fact, developments prior to the April 9 settlement were unfavorable to the *Batton* Plaintiffs, who had their motion for class certification stricken and significant parts of the case stayed as a result.

Finally, any notion that NAR participated in a reverse auction to get a better deal is belied by the fact that NAR’s settlement provides a higher percentage of money going to the settlement fund than the RE/MAX and Keller Williams settlements. See pp. 8-9, *supra*. That fact also undermines Bolton’s contention that the only reason anyone would opt to negotiate with the *Tuccori* plaintiffs would be to get a better deal from ineffectual lawyers. Bolton Obj. at 12. To the contrary, the *Batton* Plaintiffs kept litigating and settling claims already released in *Burnett*, only to reverse course after defendants began opting into *Tuccori*. They also incurred hefty (and wasted)

expert costs that significantly depleted the *Batton* settlement fund. Defendants (including NAR) could reasonably conclude that *Tuccori* offered a better path to a fair and adequate settlement.

Bolton nevertheless insists that the undisputed evidence showing a lack of collusion or underhanded behavior is irrelevant because the mere existence of the **option** to negotiate a settlement in *Tuccori* amounts to a reverse auction. But the courts have uniformly rejected precisely that proposition. In *1925 Hooper LLC v. The Nat'l Ass'n of Realtors*, No. 1:23-CV-5392-MHC, 2026 WL 1508737, at *14-15 (N.D. Ga. Mar. 31, 2026), for instance, the court refused to find a reverse auction even though one defendant had previously offered \$13 million to settle with one plaintiff and then later settled in another case for \$8.5 million, and another defendant settled for \$34 million after having been told by a mediator in a parallel case that it could settle for \$40 million. The court squarely rejected the contention “that when a defendant offers a certain amount to settle a case and has the offer rejected by a group of plaintiffs, a later agreement to enter into a settlement for a lesser amount with another group of plaintiffs constitutes some kind of reverse auction, even when the record reflects that the defendant did not reveal the content of the prior settlement discussion with the later plaintiff.” *Id.* at *15.

B. Bolton’s Structural Arguments Do Not Support His Reverse Auction Claim.

Lacking a persuasive challenge to the adequacy of the settlement and failing to present evidence of a reverse auction, Bolton instead points to supposed “hallmarks” and “structural” factors to support his reverse auction claim. *See Bolton Obj.*, at 12, 15, 17. None of those factors offers a persuasive reason to reject NAR’s settlement.

Although Bolton argues that allowing defendants to opt-in to a class action settlement is improper, he points to nothing in Rule 23 or any case law prohibiting such settlements. The Seventh Circuit has recognized the importance of nationwide settlements providing “global peace” to settling defendants. *Pearson v. NBTY, Inc.*, 772 F.3d 778, 780 (7th Cir. 2014). Those settlements

frequently involve broad releases that incorporate claims with the same factual predicate that go beyond the specific litigation and that may be the subject of other lawsuits. *See, e.g., Rutter*, 314 F.3d at 1183–84; *In re Clark Oil & Ref. Corp. Antitrust Litig.*, 422 F. Supp. 503, 513 (E.D. Wis. 1976) (granting approval of class settlement where agreement settlement released “this class action and certain other litigation”); *Wright Transp., Inc. v. Pilot Corp.*, 841 F.3d 1266, 1268–69 (11th Cir. 2016); *1925 Hooper*, 2026 WL 1508737, at *3.

The *Burnett* settlement illustrates this point. There, 28 opt-in defendants engaged in separate negotiations with the plaintiffs and contributed over \$30 million to the settlement fund. *See Burnett* Dkt. 1595-2, ¶¶ 8-11. The settlement also involved an opt-in mechanism permitting MLSs and brokerages to agree to be bound by the terms of the settlement in exchange for releases. *Burnett* Dkt. 1458-1, at 34-40. In fact, 547 REALTOR® MLSs and 15 non- REALTOR® MLSs opted into the Settlement, as did 13 large brokerage firms. *Burnett* Dkt. 1622 at ¶ 44.

Both the *Burnett* district court and the Eighth Circuit upheld the inclusion of numerous opt-in defendants who were not named in *Burnett* but were defendants in separate litigation. For instance, two opt-in defendants who contributed money to the settlement (Brown Harris Stevens and The Agency LLC), along with numerous opt-in parties who agreed to abide by practice changes, were defendants in *March v. REBNY*, No. 1:23-cv-09995 (S.D.N.Y. Nov. 13, 2023), and *Friedman v. REBNY*, No. 1:24-cv-0405 (S.D.N.Y. Jan. 18, 2024). *See Burnett* Dkt. 1622, at 54.

Another contributing opt-in defendant (West Penn Multi List) was a party (along with numerous non-contributing opt-in parties) to *Spring Way Ctr. v. W. Penn Multi-List, Inc.*, No. 2:23-cv-02061, Dkt. No. 1 (W.D. Pa. Dec. 4, 2023). Both the district court and the court of appeals rejected objections to the release of claims involving those entities, holding that the release of claims arising out of the same factual predicate were properly released even as to defendants who

were not originally part of the *Burnett* case. *See Burnett* Dkt. 1622, at 54-57; *Burnett*, 187 F.4th at 1070–71.

As *Burnett* demonstrates, the opt-in process is particularly well suited to the challenges to the implementation of NAR’s commission rules. Each of the many actions alleged claims that pertain to virtually every NAR-affiliated MLS and every brokerage company, claiming a wide-ranging antitrust conspiracy on the part of nearly the entire real estate industry. A comprehensive settlement achieving global peace is entirely reasonable in cases such as these.

Bolton claims *Burnett* used the opt-in process solely to encourage as many brokerages as possible to agree to the settlement’s practice changes. Bolton Obj. at 16 (citing *Burnett* Dkt. 1622, at ¶ 44). But while the *Burnett* opt-in structure certainly had that effect, the broad releases in *Burnett* were also designed to achieve “global peace.” *See id.* ¶ 85. And the opt-in settlers here (including NAR) agreed to an extension of the practice changes in any event. The extension of judicially enforceable practice changes provides a significant benefit to the class.

Bolton also suggests that the Tuccori Plaintiffs’ lack of leverage over the Batton Defendants tainted the settlement. Bolton Obj. at 15. But any supposed lack of leverage was not a factor in the settlement. As Judge Holderman confirmed, “[a]t no time during the mediation sessions (or after) did I believe that any party or their counsel was insufficiently prepared for the mediation, or that any party was negotiating from a position of inordinate strength or weakness.” Holderman Decl., Dkt. 168-1, ¶ 10. And the substantial payments made by each opt-in defendant (along with the extension of practice changes) demonstrate that any supposed lack of leverage did not affect the outcome. In addition, the *Tuccori* Plaintiffs retained the option of adding NAR as a defendant at any time.

Finally, Bolton’s assertions regarding settlements in “the least well-developed case” and with “the least experienced and most ineffectual counsel” are factually inaccurate, especially since

the *Batton* litigation, despite its length, had achieved very little. After five years of litigation, the *Batton* Plaintiffs had yet to conduct even one deposition. Their class certification motion failed because it improperly included buyers whose claims had been released in *Burnett*. See p. 3, *supra*. That sent them back to square one, and the Eighth Circuit's affirmance of the *Burnett* settlement confirmed that the *Batton* Plaintiffs would have had to start over with the focus on an appropriately narrow class. Bolton is therefore wrong when he asserts that his case was materially more developed than *Tuccori*.

CONCLUSION

For the foregoing reasons, the Court should grant final approval of NAR's settlement.

Dated: October 7, 2026

Respectfully submitted,

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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 filed electronically through the Court's CM/ECF system, which will send notification of such filing to all counsel of record and objectors in this matter.

/s/ Leonard A. Gail
Leonard A. Gail

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

JAMES TUCCORI, individually and on
behalf of similarly situated individuals,

Plaintiffs,

v.

AT WORLD PROPERTIES, LLC, *et al.*

Defendants.

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

**DECLARATION OF MATTHEW COLLETTE IN SUPPORT OF NATIONAL
ASSOCIATION OF REALTORS® MEMORANDUM IN SUPPORT OF FINAL
APPROVAL OF THE SETTLEMENT**

I, Matthew Collette, declare and state as follows:

1. I am Senior Counsel with the law firm of Massey & Gail L.L.P. and counsel for the National Association of REALTORS® (“NAR”) in this action. I have personal knowledge of the matters stated herein except as otherwise stated and, if called as a witness, I could and would testify competently thereto. I submit this declaration in support of NAR’s Brief In Support of Final Approval of the Settlement in this action.

2. In *Batton v. NAR*, No. 21-cv-00430 (N.D. Ill.), the Plaintiffs served their initial Requests for Production of Documents on all Defendants on April 19, 2024. At that time, however, they did not serve any third-party subpoenas on any MLS or websites that aggregate listing information (such as Zillow or Realtor.com) to seek data regarding real estate transactions and commissions.

3. *Batton* counsel first raised the issue of potential third-party discovery on February 13, 2025, during a hearing on their unsuccessful motion to file a Second Amended Complaint. Counsel then served third-party subpoenas to Zillow and Realtor.com, as well as a series of MLSs, between February and July 2025.

4. In a joint status report filed June 4, 2025, *Batton* counsel stated that they intended to take depositions in the next two months. *Batton* Dkt. 220, at 2. However, the *Batton* Plaintiffs did not notice or take any depositions in the months immediately following the Joint Status Report.

5. *Batton* counsel did not contact NAR counsel regarding defendant depositions until April 2, 2026. The *Batton* Plaintiffs thereafter noticed four of those depositions no later than May 18, 2026. Because the *Batton* court stayed proceedings following NAR's settlement in this case, those depositions did not occur.

6. In February 2026, NAR counsel and *Batton* counsel scheduled mediation before mediator Gregory Lindstrom. Counsel for RE/MAX also agreed to join the mediation.

7. On March 6, 2026, counsel for RE/MAX informed *Batton* counsel that it was withdrawing from the upcoming mediation. NAR thereafter determined to withdraw as well, notifying *Batton* counsel of that fact on March 8, 2026.

8. The same day, *Batton* counsel Randall Ewing contacted NAR counsel Leonard Gail, requesting a call. At a videoconference attended by Mr. Ewing, NAR counsel Leonard Gail, and myself on March 9, Mr. Gail stated that NAR did not want to discuss settlement and also made clear that the conversation was not subject to Fed. R. Civ. P. 408. Mr. Gail also stated that NAR did not want to discuss any potential settlement terms.

9. During two subsequent discussions with *Batton* counsel on March 10 and March 17 concerning the framework of possible settlement discussions, NAR counsel did not engage in any substantive negotiation or respond to any substantive proposals made by *Batton* Counsel.

10. NAR counsel did not at any point during any discussion with *Batton* counsel state or imply that *Batton* counsel should lower any offer because NAR could get a better deal elsewhere.

11. On March 19, I emailed *Batton* counsel stating that we did not believe that any further meetings would be useful.

12. After concluding its discussions with *Batton* counsel, NAR counsel contacted Plaintiffs' counsel in *Tuccori* to inquire about a potential mediation. The parties submitted mediation statements to Judge Holderman, and a mediation took place on March 27, 2026.

13. The mediation went from 9:30 a.m. until approximately 5:00 p.m. At no point, either before, during or after the mediation, did NAR or its counsel reveal to *Tuccori* counsel or the mediator the substance of any settlement discussions with *Batton* counsel. In addition, the negotiations were hard fought, arm's-length, and facilitated ably by Judge Holderman.

14. NAR and the *Tuccori* Plaintiffs reached an agreement in principle at the end of the mediation but continued to negotiate over the terms of the settlement, finally signing the agreement on April 9, 2026.

I declare under penalty of perjury of the laws of the United States that the foregoing is true and correct.

Dated: October 7, 2026

/s/ Matthew Collette

Matthew Collette