

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

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

**PLAINTIFFS' MOTION AND MEMORANDUM OF LAW IN SUPPORT
OF FINAL APPROVAL OF CLASS ACTION SETTLEMENTS WITH
ALL SETTLING DEFENDANTS AND OPT-IN SETTLORS**

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I. INTRODUCTION

Pursuant to Fed. R. Civ. P. 23(e), Plaintiffs seek final approval of Settlements¹ totaling \$120,334,500 with the 26 Settling Defendants and Opt-In Settlers.² These Settlements are the product of years of effort that included motion practice, confirmatory discovery, and months of complex, arm's-length negotiations, including mediations with more than 20 defendants overseen by highly experienced mediators: the Court-appointed Special Master, former Northern District Chief Judge James F. Holderman (Ret.), as well as Judges Morton Denlow (Ret.) and Michael T. Mason (Ret.). If approved, the Settlements will deliver outstanding relief that readily meets the fair, reasonable, and adequate standard of Rule 23(e)(2).

Since preliminary approval, the Settlement Administrator has successfully implemented the Court-approved Notice Plan and reached more than 85% of the Settlement Class through a combination of direct email notice and a robust media campaign.³ The Settlement Class Members' response to the Settlements has been enthusiastic and overwhelmingly positive. An impressive **132,406** claims have already been submitted to date. This number will only continue to grow as the October 27, 2026 claims submission deadline approaches.

In contrast to the strong support from the Settlement Class, just two individuals object to the fairness of the Settlement: Aaron Bolton, a plaintiff in concurrent homebuyer cases including *Batton v. Nat'l Ass'n of Realtors*, No. 21-cv-00430 (N.D. Ill.) ("*Batton*"), and Tom Wheeler, who merely parrots Bolton's Objection.⁴ Bolton challenges the adequacy of certain settlements with

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).

² A chart showing each Settling Defendant's and Opt-In Settlor's separate settlement payment was posted on the Settlement Website and is attached hereto as Exhibit 1.

³ Declaration of Cameron R. Azari, Esq. Regarding Implementation and Adequacy of Notice Plan ¶¶ 9, 51, hereinafter "Azari Decl."

⁴ A third objector, Shiyang Huang, "does not oppose final approval under Rule 23(e)." (Dkt. 203 at 2). But he has objected to the requested attorneys' fees both here and in *Batton*. (*Batton*, ECF Nos. 356, 368).

Opt-In Settlers who were also named in cases his counsel (“*Batton* Counsel”) filed.

Bolton’s entire objection is based on a false narrative. The reason certain *Batton* defendants elected to opt-in here is not because they thought they would get some sort of sweetheart deal—they didn’t. As explained below, the opt-in settlements here deliver *better* compensation and more value for the Settlement Class than the two *Batton* settlements that Bolton uses as comparators.

The reason the *Tuccori* Plaintiffs were able to achieve this Settlement—and succeed where Bolton and *Batton* Counsel failed—is because Class Counsel took a more sound approach to prosecuting the Settlement Class Members’ claims. The *Tuccori* Plaintiffs properly honored binding rulings issued in a prior “class action alleging antitrust violations based on the same conspiracy in the Western District of Missouri, *Burnett v. NAR*[.]” (Dkt. 162 at 1). The *Burnett* case, brought by home sellers, led to landmark settlements that released all home seller claims and most homebuyer claims, leaving only a small sliver of unreleased “buyer-only” claims remaining. The *Burnett* settlements also enjoined the releasing parties from litigating the released claims further. In light of those rulings, the *Tuccori* Plaintiffs rightly focused on maximizing relief for homebuyers with unreleased claims. Their efforts succeeded, yielding the outstanding compensation being made available under these Settlements.

Batton Counsel, by contrast, spent their time attempting to relitigating the already-released claims. They repeatedly doubled-down on this questionable strategy even after multiple courts rejected it. Unsurprisingly, *Batton* Counsel’s flawed approach led to a long string of losses in multiple trial and appellate courts. For instance, when *Batton* Counsel sought to certify a class comprised mostly of people who had already released their claims, Judge LaShonda A. Hunt struck their motion and stayed further class certification proceedings. (Dkt 110 at 6).

Batton Counsel also objected to all the home seller settlements in the Western District of

Missouri and Northern District of Georgia. All their objections were overruled.⁵ *Batton* Counsel appealed the *Burnett* court’s rulings to the Eighth Circuit, which affirmed approval and again rejected all of *Batton* Counsel’s objections. *Burnett v. Nat’l Ass’n of Realtors*, 187 F.4th 1051, 1062 (8th Cir. Aug. 19, 2026), *reh’g and reh’g en banc denied*, 2026 WL 2873025 (8th Cir. Sept. 24, 2026).⁶ This is now the *fourth* set of real estate broker settlements *Batton* Counsel are wrongly objecting to.

Bolton labels these Settlements the product of a “reverse-auction,” but he fails to adduce any evidence whatsoever of collusion. That’s because there is none. The *Tuccori* Plaintiffs reached settlements with Opt-In Settlers through arm’s-length negotiations as part of the Court-approved opt-in process overseen by the Court-appointed Special Master, Judge Holderman. Class Counsel had no knowledge of any negotiations *Batton* Counsel attempted to conduct, let alone what the substance of those negotiations could have been. And Judge Holderman would not have allowed discussion of those subjects regardless.

Nothing about the Settlements’ opt-in process was secretive or collusive. The Court-approved opt-in mechanism was outlined in the Court’s public Orders and subject to oversight by Judge Holderman as well as this Court. The same process was employed and approved in *Burnett*, after which that settlement was affirmed at the Eighth Circuit. *Id.* And the process benefited the Settlement Class here just as it did in *Burnett* by providing substantial additional compensation.

Bolton asserts that he and his counsel could have achieved stronger settlements, but the results show otherwise. Every single opt-in Settlement that Bolton challenges—without

⁵ See, e.g., *Burnett v. Nat’l Ass’n of Realtors*, No. 19-CV-00332, 2024 WL 7132443, at **29-34 (W.D. Mo. Nov. 27, 2024); *1925 Hooper v. Nat’l Ass’n of Realtors*, No. 1:23-cv-5392, 2026 WL 1508737, at **16-18 (N.D. Ga. Mar. 31, 2026).

⁶ See also *Gibson v. Nat’l Ass’n of Realtors*, --- F.4th ---, 2026 WL 2580277, at **2-3 (8th Cir. Sept. 1, 2026) (same); *Burnett v. Nat’l Ass’n of Realtors*, 2026 WL 2719085, at *1 (8th Cir. Sept. 15, 2026) (same).

exception—delivers better value than the two settlements in *Batton*. As shown below, the *Tuccori* settlements in the aggregate provide nearly 17.5% *more* compensation to the Settlement Class compared to the two *Batton* settlements when measured against the corresponding home seller settlements. As such, it's no surprise that the Settlement Class Members vastly prefer these Settlements over the settlements in *Batton*; more than *three times* as many claims have been submitted here compared to the *Batton* settlements.⁷ This strongly supports a finding that the Settlements are more than fair, reasonable, and adequate and should be approved.

None of the reverse-auction cases Bolton cites are anything like this matter: where an objector is challenging a set of *stronger* settlements reached through a Court-approved process overseen by a Court-appointed Special Master while his counsel simultaneously attempts to claim credit for the fee award from the very same settlements they challenge. *Batton* Counsel's motion for attorneys' fees (Dkt. 195)—which seeks virtually the *entire* fee award from the Settlements—makes clear that *Batton* Counsel are once again trying to “take the reins” of settlements they failed to achieve. *Gibson*, 2026 WL 2580277, at *3 n.4. Bolton's objection, along with the objections of Wheeler and Huang, should be overruled in their entirety.

II. BACKGROUND

A. Plaintiffs Bring Antitrust Claims Challenging Anticompetitive Practices In The Real Estate Broker Industry.

This matter is an antitrust class action challenging anticompetitive practices in the U.S. market for residential real estate broker services. (*See generally* Second Amended Consol. Class Action Compl. ¶¶ 1-25, Dkt. 167). Plaintiffs allege that the National Association of REALTORS® (“NAR”) conspired with its members and other co-conspirators throughout the country—including

⁷ Tr. of Aug. 4, 2026 Final Approval H'ng at 6:25-7:4, *Batton*, No. 21-cv- 00430 (N.D. Ill.) (reporting that only about 42,000 claims were submitted by the time of final approval).

brokers, multiple listing services (“MLS”), and Realtor associations—to promulgate, implement, and enforce anticompetitive rules in residential real estate transactions nationwide. (*Id.*). This conspiracy and the rules at issue allegedly impaired competition among brokers and “artificially inflated the commissions paid to buyer brokers and, by extension, inflated the cost of selling and buying a home for every seller and buyer in America.” *Burnett*, 187 F.4th at 1062.

Plaintiffs plead 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. (*See generally* Dkt. 167 ¶¶ 194-237).

B. Prior Litigation Brought By Home Sellers Led To Settlements That Also Released Most Homebuyer Claims.

Due to the considerable size and scope of the antitrust conspiracy at issue—which implicates numerous brokers and MLSs nationwide—the *Tuccori* action was not the first case to assert antitrust claims against brokerages. However, earlier cases primarily focused on the claims of home *sellers*, whereas the *Tuccori* action focused on claims of homebuyers.

Homebuyers and sellers both incur costs from elevated broker commissions, albeit in different ways that give rise to two types of antitrust claims. (*See id.* ¶¶ 1, 79-80, 132). Home sellers directly enter into a contract with the seller-broker and agree to have broker commissions deducted from the proceeds of their home sale; this makes them the “party *paying* the commission” and thus the “direct purchasers” of broker services. *Leeder v. Nat’l Ass’n of Realtors*, 601 F. Supp. 3d 301, 308-11 (N.D. Ill. 2022) (Wood, J.). Homebuyers, by contrast, are deemed “indirect purchasers” because the commissions they pay are “baked into the price of the house” and thus “passed through to the buyer.” *Id.* at 309-10 (cleaned up).

The first real estate broker class actions were filed on behalf of home sellers in 2019. (Dkt. 162 at 1). The *Burnett* case proceeded to a jury trial on a class basis, resulting in a verdict in favor of the plaintiff class of nearly \$1.8 billion prior to trebling. 187 F.4th at 1062.

Burnett led to settlements with numerous brokerages and real estate companies beginning in 2023. The trial verdict increased the number and pace of the settlements. *Id.* Nearly all the Settling Defendants and Opt-In Settlers in this matter reached settlements either in *Burnett* or one of the other home seller cases. The settlements culminated in a global settlement with the NAR—which included an opt-in procedure like the one here—that has since been affirmed on appeal. *Id.* at 1062-63; *Burnett v. The Nat’l Ass’n of Realtors*, No. 4:19-CV-00332, 2024 WL 2842222, at *5 (W.D. Mo. May 9, 2026) (“The NAR settlement also provides opportunities for various . . . brokerages to opt-in to the settlement, which may provide still further financial compensation to the Settlement Class” and “further supports approval of the Settlements.”).⁸ The opt-in mechanism in *Burnett* led to additional settlements with more than a dozen non-party brokerages and hundreds of non-party MLSs. 2024 WL 7132443, at *11.

Importantly, the settlements in the home seller cases encompass *all* of the home seller class members’ claims related to the alleged conspiracy—including claims arising out of home sales *and* any home purchases those individuals made during the same period. *Id.* at **29-34. Most individuals who have sold a home have “also bought homes. After all, few people sell a home without first buying it. And most home sellers then buy a different home with the proceeds because they need somewhere to live.” *Id.* at *29. As a result, most homebuyers are also sellers and released both types of claims under the seller-side settlements. *Id.* Indeed, as explained in prior filings, as many as 79-76% of all homebuyers have also sold a home and thus fall within the home seller

⁸ As in this case, the opt-in procedure in *Burnett* was available not just to existing parties, but also non-parties, including those that had been named in other, concurrent litigation. *See infra* at 19-20.

settlement classes, leaving only approximately 21-24% of homebuyers with unreleased “buyer-only” claims. (Dkt. 168 at 6 n.7).

The *Burnett* settlements and the scope of the settlements’ releases were approved over numerous objections, including from *Batton* Counsel. 2024 WL 7132443, at **29-34; *Hooper*, 2026 WL 1508737, at **16-18. *Batton* Counsel appealed the orders approving the seller-side settlements to the Eighth Circuit, which issued a trio of opinions soundly rejecting all of *Batton* Counsel’s arguments and objections and affirming final approval. *See supra* at 3.

C. The *Tuccori* Plaintiffs Achieve An Icebreaker Settlement For Homebuyers.

In light of the home seller settlements, *Tuccori* Class Counsel focused on obtaining relief for the unreleased buyer-only claims—that is, claims belonging to people who have bought but never sold a house—that were not included in the seller-side settlements. Class Counsel undertook substantial work on behalf of the Class, including a robust pre-filing investigation; filing pleadings and amended pleadings in the seven cases consolidated before this Court as well as *Cwynar v. The Real Brokerage, Inc. et al.*, 25-cv-07289 (N.D. Ill.); briefing four lengthy motions to dismiss in addition to motions to strike class allegations across the *Tuccori*, *Zawislak*, and *Cwynar* cases; organizing and coordinating proceedings in multiple cases against numerous defendants; and engaging in months of complex settlement negotiations with confirmatory discovery.

Class Counsel’s work succeeded in advancing the buyer-side litigation; they were the first nationwide to achieve a homebuyer class settlement and the first to be appointed class counsel for a homebuyer class. (*See generally* Dkt. 58). In 2024, Class Counsel reached the first homebuyer antitrust settlement with Defendant At World Properties, LLC following a mediation conducted by Judge Holderman. (*Id.* at 5). Class Counsel subsequently reached additional settlements with nine other real estate brokerage company defendants who agreed to the global Settlement presented for approval in October 2025. (*Id.* at 5-6). The negotiations that preceded these ten settlements

spanned many months and numerous separate mediation sessions. (*Id.* at 5-6, 20-21). The Court granted preliminary approval on October 16, 2025, finding the initial Settlement fair, reasonable, adequate, and negotiated at arms’ length by experienced counsel. (Dkt. 65 ¶ 3).

D. The Court-Approved Opt-In Process & Negotiations With Opt-In Settlers.

Because the conspiracy at issue spanned virtually the entire real estate broker industry nationwide and included numerous participants, the Court-approved Settlement established an opt-in procedure like the one approved in *Burnett* that enabled the Settlement Class Members to resolve their claims against non-party co-conspirators. Similar to how the process worked in *Burnett*, alleged co-conspirators could opt-in in exchange for agreeing to the terms of an opt-in agreement that obligated them to: 1) maintain and extend certain practice changes aimed at addressing the conduct that led to the Litigation; and 2) contribute a payment to the Global Settlement Fund, increasing the monetary relief available for distribution to the Settlement Class Members. (Dkt. 58-1 ¶¶ 35-36); (Dkt. 58 at 8) (summarizing the Settlements’ opt-in procedures).

To facilitate and provide oversight for this process, the Court appointed Judge Holderman as the Special Master for Mediation to conduct and supervise mediations with prospective non-party opt-in settlers. (Dkt. 58-1 ¶¶ 32-34); (Dkt. 65 ¶ 15). The Court-approved Settlement also directed Class Counsel to “use their best efforts to resolve Released Claims with the National Association of REALTORS®, and any real estate brokerage, franchisor, or real estate company that is not a Party to this Settlement Agreement during the Opt-In Period.” (Dkt. 58-1 ¶ 36).

The Court-approved opt-in procedure served three primary purposes for the benefit of the Settlement Class: **First**, it provided an effective means of joining many of the most prominent alleged co-conspirators in order to hold these entities accountable and effectuate a global settlement that, as in *Burnett*, provided “further financial compensation to the Settlement Class.” 2024 WL 2842222 at *5. **Second**, under antitrust law, each alleged co-conspirator can potentially

be held jointly and severally liable for all damages flowing from the conspiracy, *Marion Diagnostic Ctr., LLC v. Becton Dickinson & Co.*, 29 F.4th 337, 342 (7th Cir. 2022), but no single broker has sufficient resources bear all such liability here. Aggregating funds from multiple alleged conspirators enabled the Settlement Class to receive sufficient compensation despite many Defendants’ ability-to-pay constraints. And ***third***, because all alleged co-conspirators are potentially jointly liable to the *Tuccori* Plaintiffs and the Settlement Class members for the same claims and the same damages, joining the co-conspirators through a single settlement process promoted efficiency and consistency for the benefit of the Settlement Class.⁹ For instance, this process allowed for a single, uniform notice plan and ensured that notice costs did not consume a disproportionate amount of the Global Settlement Fund.

The Court-approved opt-in process succeeded in accomplishing each of these goals and led to sixteen opt-in settlements. (Dkt. Nos. 98 at 2-3, 168 at 8-9). Most of the Court-approved Opt-In Agreements were reached following mediation sessions conducted or overseen by Judge Holderman. (*Id.*).¹⁰ These sessions were conducted pursuant to Judge Holderman’s mediation procedures, which courts have found to be “adversarial, arm’s length, and non-collusive.” *Ponzio v. Pinon*, 87 F.4th 487, 508 (11th Cir. 2023); (Third Declaration of Special Master for Mediation Judge James F. Holderman (Ret.) ¶¶ 4-6, hereinafter “Holderman Decl.”). The mediations with Opt-In Settlers were often contentious, albeit always civil, and in many instances the negotiating parties did not reach a settlement at the mediation itself, leading to extended negotiations and the need for a mediator’s proposal. (Joint Declaration of Paul T. Geske & Jonathan M. Jagher ¶ 32,

⁹ The opt-in procedure is analogous to a defendant class action, which allows a plaintiff to join numerous defendants to obtain an effective remedy. *Henson v. East Lincoln Twp*, 108 F.R.D. 107, 111 (C.D. Ill. 1985) (collecting cases demonstrating the “long history” of defendant class actions, and noting that “[c]ertification of defendant classes has also been allowed . . . in anti-trust actions involving common issues”).

¹⁰ Several of the Opt-In Settlers reached their agreements through arm’s-length direct negotiations with Class Counsel after the earlier settlements were disclosed. (Class Counsel Decl. ¶ 33).

hereinafter “Class Counsel Decl.”). The opt-in settlements were presented for approval on February 23, 2026 and May 18, 2026. (*See generally* Dkt. Nos. 98, 168). The Court preliminarily approved the opt-in settlements on March 4, 2026 and May 26, 2026. (Dkt. Nos. 117-119, 177).

E. Class Counsel’s Continuing Efforts Since Preliminary Approval.

Since preliminary approval, Class Counsel have continued to devote significant time and effort to this matter and have been actively involved in supervising and managing the Settlement Administrator’s administration of the Court-approved Notice Plan. (Class Counsel Decl. ¶¶ 37-51). Prior to the start of the notice and claims period, Class Counsel reviewed and updated the content of the notices and the Settlement Website to ensure that they were accurate and easy to understand. (*Id.* ¶ 42). Once the notice period began, Class Counsel worked to ensure a smooth notice and claims process by monitoring notice and claim activity, responding to emails and phone calls from Settlement Class Members, and regularly communicating with the Settlement Administrator. (*Id.* ¶ 41). To date, **132,406** claims have been submitted. (*Id.* ¶ 48). As the October 27 claims deadline approaches, Class Counsel will continue to dedicate their time and effort to responding to inquiries, assisting with claim submission and review, and overseeing implementation of the Plan of Allocation by the Settlement Administrator. (*Id.* ¶ 51).

III. THE SETTLEMENTS MERIT FINAL APPROVAL

A. The Settlements Are Fair, Reasonable, And Adequate And Should Be Approved.

The Seventh Circuit has emphasized that “federal courts look with great favor upon the voluntary resolution of litigation through settlement,” and in the class action context in particular there is “an overriding public interest in favor of settlement.” *Armstrong v. Bd. of Sch. Dirs. of the City of Milwaukee*, 616 F.2d 305, 312-13 (7th Cir. 1980), *overruled on other grounds by Felzen v. Andreas*, 134 F.3d 873 (7th Cir. 1998); *Isby v. Bayh*, 75 F.3d 1191, 1196 (7th Cir. 1996) (“Federal

courts naturally favor the settlement of class action litigation.”). Still, class settlements require court approval to ensure that “the proposed settlement is lawful, fair, reasonable, and adequate.” *Isby*, 75 F.3d at 1196.

The standard for final approval is set forth in Federal Rule 23(e), which directs courts to consider whether: (A) the class representatives and class counsel have adequately represented the class; (B) the proposal was negotiated at arm’s length; (C) the relief provided for the class is adequate; and (D) the proposal treats class members equitably relative to each other. Fed. R. Civ. P. 23(e)(2); *In re Clearview AI, Inc. Consumer Privacy Litig.*, 181 F.4th 785, 791 (7th Cir. 2026). The Settlements here readily satisfy each of these requirements.

1. The Settlements provide excellent relief to the Settlement Class.

Consideration of Rule 23(e)(2)(C)—the relief provided to the class—is the “most important factor relevant to the fairness of a class action settlement.” *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) (quoting *Synfuel Techs., Inc. v. DHL Express (USA), Inc.*, 463 F.3d 646, 653 (7th Cir. 2006)). Courts endeavor to evaluate a settlement’s relief by comparing it to the “net expected value of continued litigation to the class.” *Id.* (cleaned up). This analysis is “not an exact science,” however, and “[c]ourts are expected only to estimate and come to a ‘ballpark valuation’ of continued litigation.” *Id.*

Here, the most reliable benchmark in determining the “net expected value of continued litigation” is the outcome of the home seller litigation. *Manual for Complex Litigation (Fourth)* § 21.631 (“The outcomes of parallel litigation may also inform the court . . . about the fairness, reasonableness, and adequacy of the proposed settlement.”). The home seller cases and this Litigation are two sides of the same coin; they both arise out of the same antitrust conspiracy among the same defendants. *Gibson*, 2026 WL 2580277, at *3 (homebuying and home-selling claims “arise from the same nucleus” and “share the same factual predicate”). Moreover, the

settlements reached in the seller-side litigation also included (and resolved) most homebuyer claims because the vast majority of those claims (nearly 80%) belong to people who also sold homes. *See supra* at 6-7; *Burnett*, 2024 WL 7132443, at *29. The *Burnett* court approved the settlements as providing adequate relief over numerous objections, including as to the released homebuyer claims, *id.* at **29-34, and the Eighth Circuit had no trouble affirming. *See supra* at 3.

Most importantly, nearly all the home seller settlements were reached after the plaintiffs won at trial. As such, the portion of those settlements attributable to homebuyer claims accurately reflects the *most* that Plaintiffs and the Settlement Class Members could realistically hope to recover here if this Litigation were to continue and they prevailed at trial. The seller-side settlements are thus especially probative.

Measured against the home seller settlements, the relief provided under these Settlements is not just excellent—it’s *better* than other concurrent homebuyer settlements. As shown below, the *Tuccori* Settlements in the aggregate deliver compensation that’s more than 17% better compared to the two homebuyer settlements *Batton* Counsel negotiated (8.61% vs 7.33%).

Table 1 – Buyer-Only Class Member Recovery							
		Gross Settlement Amount	Amount Allocated to Buyer-Only Class Members	Total Fees & Expenses Awarded or Requested	Amount Allocated to Buyer-Only Class Members After Deductions	Corresponding Seller-Side Settlement(s)	Buyer-Only Recovery As a % of Corresponding Seller-Side Settlement(s)
All Tuccori Settlements		\$120,334,500	\$120,334,500	\$37,900,000	\$82,434,500	\$957,023,154	8.61%
All Batton Settlements		\$28,500,000	\$18,500,000	\$14,500,000	\$9,162,281	\$125,000,000	7.33%
-	RE/MAX Settlement	\$8,500,000	\$8,500,000	\$4,175,439	\$4,324,561	\$55,000,000	7.86%
-	Keller Williams Settlement	\$20,000,000	\$10,000,000	\$10,324,561	\$4,837,719	\$70,000,000	6.91%

The comparison looks even worse for *Batton* Counsel when the opt-in Settlements are

examined individually. As shown in Table 2, *every single one* of “the deals struck with the *Batton* Defendants by *Tuccori* Counsel” is better for the Settlement Class than either of *Batton* Counsel’s settlements—without exception. (Dkt 207 at 20). The Settlement Class Members themselves also strongly favor these Settlements over the settlements in *Batton*. To date, 132,406 claims have been submitted, which is over *three times* the roughly 42,000 claims submitted in the *Batton* settlements at the time of final approval. *See supra* note 7.

Table 2 - Tuccori Settlements with Certain Opt-In Settlers				
Opt-In Settlor	Settlement Amount	Amount Available for Distribution After Deductions¹¹	Corresponding Home Seller Settlement	Recovery as a % of Corresponding Home Seller Settlement
Hanna Holdings	\$8,250,000	\$5,651,250	\$32,000,000	17.66%
United Real Estate	\$487,500	\$333,938	\$3,750,000	8.91%
Compass	\$7,331,250	\$5,021,906	\$57,500,000	8.73%
eXp World	\$4,335,000	\$2,969,475	\$34,000,000	8.73%
NAR	\$52,250,000	\$35,791,250	\$418,000,000	8.56%
HomeServices	\$30,000,000	\$20,550,000	\$250,000,000	8.22%
Douglas Elliman	\$2,041,250	\$1,398,256	\$17,750,000	7.88%
Anywhere	\$9,602,500	\$6,577,713	\$83,500,000	7.88%

Objector Bolton tries to tout the *Batton* settlements, claiming that *Batton* Counsel’s settlement with Keller Williams “represent[s] approximately 29% of what Keller Williams paid in the seller-side cases.” (*Id.* at 21). But that figure is based on flawed assumptions and bad math. It ignores the fact that nearly 80% of the class members in the Keller Williams settlement have already released their claims in the seller-side cases; only half of the settlement will actually be allocated to individuals with unreleased, buyer-only claims.¹² Bolton’s math also fails to account

¹¹ These amounts reflect the funds available for distribution after deducting a proportional share of the *Tuccori* Plaintiffs’ requested award of fees and expenses of \$37.9 million.

¹² *Batton* Counsel’s distribution plan for the Keller Williams settlement discounts already-released claims to 1/4 the value of unreleased claims. (Dkt. 207 at 21 n.6). But because the already-released claims outnumber the unreleased claims by nearly four-to-one, the result is that the settlement is split 50/50 between the two groups. Bolton’s Objection asserts that buyer-only class members with unreleased claims will actually receive about 58.43% of the settlement. (*Id.*). But this number is premised on several optimistic assumptions, and completely ignores real world data. For example, most buyer-only class members are

for the attorneys' fees and costs deducted from the Keller Williams settlement before disbursements to the class. After factoring in these two considerations, buyer-only class members in the Keller Williams settlement will only receive a mere \$4.8 million of the total \$20 million settlement fund. *See supra* Table 1. As such, Bolton's superficial math is not an accurate portrayal of what the buyer-only Keller Williams class members are actually getting from that settlement.

These Settlements also compare favorably with the home seller settlements in terms of the recovery per claim. Recall that the direct purchaser settlements included and compensated 100% of home seller claims and nearly 80% of all homebuyer claims against the settling defendants. *See supra* at 6-7. As such, those settlements encompass between 7/8 (87.5%) and 9/10 (90%) of the total universe of potential claims against those defendants for their participation in the conspiracy at issue. One would therefore expect the settlements in this Litigation to be—at *most*—between 1/10 (10%) and 1/8 (12.5%) of the seller-side settlements before accounting for any other factors.

Notably, the Settlements exceed these guideposts. The Settlements' total monetary relief is close to 12.57% of what the Settling Defendants and Opt-In Settlers committed to pay in their direct purchaser settlements (\$120,334,500/\$957,023,154). (Dkt. 168 at 19). Recovering the full per-claim value of post-verdict settlements is an outcome "at least comparable, if not far superior, to that which plaintiffs might achieve by proceeding to trial" here. *Isby*, 75 F.3d at 1199.

Bolton attempts to handwave away this analysis as "mathematical sophistry," but his arguments are unpersuasive. Bolton first contends that "as class sizes get bigger, the per-claim value . . . will go down." (Dkt. 207 at 22). Therefore, according to Bolton, it is "unsurprising" that "*Tuccori* Counsel were able to achieve a similar result per-claim for a substantially smaller class[.]" (*Id.* at 23). However, this argument completely ignores the risks and challenges unique to

first-time homebuyers who tend to buy less expensive "starter homes" and thus have sustained less damages than a homebuyer who has built up equity by previously owning (and selling) a home.

homebuyers as “indirect purchasers.” Unlike home sellers, homebuyers cannot recover damages under the Sherman Act. *Ill. Brick Co. v. Ill.*, 431 U.S. 720, 729 (1977); *Leeder*, 601 F. Supp. 3d at 309 (dismissing *Batton* Counsel’s federal antitrust claims for this reason). Further, indirect purchasers must prove up a pass-through theory, a showing that “would normally prove insurmountable” in many cases. *Kansas v. UtiliCorp United, Inc.*, 497 U.S. 199, 206-07 (1990). Given these hurdles, it’s not just surprising, it’s remarkable that Class Counsel were able secure compensation on par with what the direct purchaser (home seller) plaintiffs negotiated after they won at trial, with basically no discounts for the relative merits of homebuyers’ indirect purchaser claims, litigation risks, and the early procedural posture of the Litigation.

Bolton also contends that the seller-side settlements were negotiated as a “a single lump sum” without regard to the value of the homebuyer claims being included. (Dkt. 207 at 23-24). This argument is merely a variation of *Batton* Counsel’s failed objections to the home seller settlements. The *Burnett* court found that the negotiating parties in the seller-side settlements clearly bargained for a release that “include[ed] indirect purchaser buyer claims,” because this was “part of the consideration necessary” to achieve the settlements. 2024 WL 7132443, at *30. The seller-side settlement agreements themselves did not itemize separate compensation for homebuying claims because that’s not “the way settlements usually work,” *id.*, but the parties planned to compensate class members for home purchase claims through their plan of allocation. *Burnett*, 187 F.4th at 1072-73 (rejecting *Batton* Counsel’s objection that “homebuyer class members are . . . receiving nothing for their homebuying claims” because those claims would be “tak[en] into account” in determining settlement payments).

In sum, the Settlements’ relief is more than adequate by any measure, and stronger even than Bolton’s counsel’s own settlements.

2. Plaintiffs and Class Counsel have capably represented the Settlement Class Members.

Rule 23(e)(2)(A) directs courts to consider “whether the class representative and class counsel have adequately represented the class.” Fed. R. Civ. P. 23(e)(2)(A). At the final approval stage, the adequacy inquiry focuses “on the actual performance of counsel acting on behalf of the class.” *T.K.*, 2022 WL 888943, at *11 (quoting Fed. R. Civ. P. 23(e)(2)(A) advisory committee’s notes to 2018 amendment).

Here, the results achieved demonstrate that Class Counsel’s performance was more than adequate. As explained above, the Settlements provide excellent compensation that is on par, if not better, than comparable settlements. *See supra* part III.A.1. These results were only possible because Class Counsel zealously prosecuted the Settlement Class Members’ claims throughout the Litigation. *Batton* Counsel’s assertion that Class Counsel chose “not to obtain rulings on motions” or “pursue discovery” is simply wrong. (Dkt. 207 at 25). Class Counsel thoroughly investigated Plaintiffs’ and the Class Members’ claims, pursued multiple separate cases simultaneously against well-defended brokerages, opposed attempts to dismiss the Litigation and stay discovery in the *Zawislak*, *Tuccori*, and *Cwynar* actions (Class Counsel Decl. ¶ 36), and only “pursued mediation when it appeared to be an advisable and feasible alternative.” *Snyder v. Ocwen Loan Servicing, LLC*, No. 14 C 8461, 2019 WL 2103379, at *4 (N.D. Ill. May 14, 2019).

Class Counsel also capably navigated complex settlement negotiations spanning many months and mediations with more than 20 defendants. (Class Counsel Decl. ¶¶ 22-34). During this process, Class Counsel prepared and reviewed many mediation statements, issued subpoenas and obtained confirmatory discovery, and researched each brokerage’s transaction volume and relative position in the industry. (*Id.* ¶ 36; Dkt. 168 at 25). This enabled Class Counsel to enter each mediation with “an adequate information base” on which to negotiate, *T.K.*, 2022 WL 888943, at

*11, and the outcomes bear that out. *Am. Int’l Grp., Inc. v. ACE INA Holdings, Inc.*, No. 07 C 2898, 2011 WL 3290302, at *8 (N.D. Ill. July 26, 2011) (the standard “is not whether it is conceivable that more discovery could possibly be conducted” but whether the parties have enough information “to evaluate the merits of this case”); *see also Hooper*, 2026 WL 1508737, at *16 (overruling objection that settlements were reached “without adequate discovery”; “even though this case was stayed for the majority of its existence (thus preventing formal discovery), the Court expressly authorized and contemplated that the Parties would engage in settlement negotiations, mediations, and informal discovery to facilitate and consummate settlements while the case was stayed.”).

Bolton and Wheeler argue that Class Counsel should have done more, and they point to the *Batton* cases as comparators. (Dkt. 204 at 5). But *Batton* Counsel’s efforts produced little other than an inflated lodestar and inordinate costs that they shifted onto the class members. And the *Batton* settlement with Keller Williams unfairly forced homebuyers with cognizable, unreleased claims to split their compensation with individuals who had already released their claims. This created a conflict so severe that the *Batton* Counsel needed to retain outside “allocation counsel” and conduct a separate, intraclass mediation to try and resolve the resulting conflict of interest. *Batton*, ECF No. 262 at 9; *Clearview*, 181 F.4th at 797 (“Conflicts of interest may also arise, as here, when class members assert different claims with significantly different values”).

Class Counsel took a more competent approach that focused on unreleased claims, avoided conflicts, and ultimately delivered better compensation to the Settlement Class Members. Given that the Settlement Class Members fare better under these Settlements than under *Batton* Counsel’s own settlements, there is no merit whatsoever to Bolton’s claim that the *Tuccori* Plaintiffs and Class Counsel were in a “weaker” position or otherwise inadequate. Class Counsel asserted ample leverage over the Settling Defendants and Opt-In Settlers and succeeded in recouping basically the full value of what the Settlement Class Members could have hoped to recover even if they won

at trial. And the fact that Class Counsel achieved these results when other counsel could not shows that Class Counsel's representation was more than capable and adequate.

3. The Settlements are the product of arm's-length negotiations.

The record and the fair terms of the Settlements demonstrate that the Settlements are the product of adversarial, arm's length negotiations in accordance with Rule 23(e)(2)(B). The negotiations were overseen by "a neutral or court-affiliated mediator," Judge Holderman, who ensured that the negotiations "were conducted in a manner that would protect and further the class interests." Fed. R. Civ. P. 23(e)(2)(A), (B), advisory committee's notes to 2018 amendment; *T.K.*, 2022 WL 888943, at *11 ("[t]he best evidence of a truly adversarial bargaining process is the presence of a neutral third-party mediator." (internal quotations omitted)); *Hooper*, 2026 WL 1508737, at *8 (rejecting reverse-auction objection and accusations of collusion where "the entire mediation was conducted under the auspices of . . . a highly experienced mediator").

Judge Holderman specifically oversaw the mediations with Opt-In Settlers and ensured they were conducted pursuant to his mediation procedures and the terms of the Court's Preliminary Approval Order. (Holderman Decl. ¶ 5). Courts across the country have lauded Judge Holderman as "a neutral, highly respected mediator" who maintains integrity during negotiations. *Ponzio*, 87 F.4th at 508 (affirming approval of class settlement over objections of collusion, and finding that "[t]he close participation of . . . Judge Holderman in multiple mediation sessions support[ed] the procedural fairness of the [s]ettlement [a]greement." (alterations in original)). In addition to Judge Holderman, several other experienced mediators were also involved in settlement negotiations with certain parties, including Judge Morton Denlow (Ret.) and Judge Michael T. Mason (Ret.). (Class Counsel Decl. ¶¶ 23, 31).

Objectors Bolton and Wheeler assert the opt-in Settlements are collusive and the product of a "reverse auction," but there is no evidence whatsoever to back up that claim. *See Gibson*, 2026

WL 2580277, at *3 n.4 (rejecting *Batton* Counsel’s objections because they failed “to meaningfully allege[] any *facts* reflecting such collusion in connection with these settlements.”). Judge Holderman has submitted sworn declarations confirming that all the mediations he oversaw were conducted at “arms-length according to [his] mediation procedures,” and “[a]t no time did any of the prospective Opt-In Settlers discuss the substance or existence of prior settlement negotiations (if any) between them and any plaintiffs in other litigation.” (168-1 ¶ 9; Holderman Decl. ¶¶ 4-9). Class Counsel were not even aware of any prior negotiations with Bolton’s counsel, let alone what the substance of those negotiations could have been. It is thus impossible for a reverse auction to have occurred. *Hooper*, 2026 WL 1508737, at *15 (rejecting reverse auction objection where “no evidence has been offered to show that [the settling defendants] ever revealed to Class Counsel the substance of its settlement discussions with the [objector] Plaintiffs.”).

Having failed to adduce any evidence to support his accusations, Bolton instead resorts to arguing that the original Settlement’s opt-in mechanism was “structurally collusive.” (Dkt. 207 at 17). But that cannot be true because all the opt-in Settlements Class Counsel reached are on par with the direct purchaser settlements and provide *better* compensation for the Settlement Class than Bolton’s own settlements. *See supra* part III.A.1. Bolton’s structural challenge is also contrary to multiple rulings in *Burnett*, which approved the same opt-in structure, finding that it benefitted the class and “further support[ed] approval of the Settlements.” 2024 WL 2842222 at *5. All of those rulings were affirmed at the Eighth Circuit. 187 F.4th at 1062.

Bolton attempts to distinguish the opt-in process here from *Burnett*, arguing that the *Burnett* settlement’s opt-in mechanism wasn’t utilized by defendants named in preexisting litigation. (Dkt. 207 at 16). Bolton is simply wrong. In *Burnett*, as here, the opt-in process was open to both parties and non-parties, even if they were also named in parallel litigation. *See, e.g.*, 187 F.4th at 1062 (noting that brokerages Brown Harris Stevens and The Agency opted into the settlement even

though they were named in other litigation filed by certain objectors); *Hooper*, 2026 WL 1508737, at *2 (noting that “[t]he parties sought a stay for sixty days so that the defendants who were not automatically released under the NAR settlement could determine whether to opt in.”); *see also* Order at 1, *Masiello v. Ariz. Ass’n of Realtors*, No. 24-cv-00045 (D. Ariz. July 25, 2024), ECF No. 74 (staying case “to allow the parties additional time to . . . determine which Defendants will ‘opt in’ to the NAR Settlement Agreement”).

Lastly, the Settlements’ non-monetary terms further underscore the arm’s-length, non-collusive nature of the Settlements. There are no provisions that would benefit Class Counsel at the Settlement Class Members’ expense: “there is no provision for reversion of unclaimed amounts, no clear sailing clause regarding attorneys’ fees, and none of the other types of settlement terms that sometimes suggest something other than an arm’s length negotiation.” *Snyder*, 2019 WL 2103379, at *4. In a similar vein, the Settlements’ releases are not overbroad. They are similar to the release provisions in the home seller settlements and tethered to the factual underpinnings of the Litigation. Thus, the Settlements are clearly the product of arm’s-length negotiations.

4. The Settlements treat all Settlement Class Members equitably.

The Settlements undisputedly satisfy the requirement of Rule 23(e)(2)(D) that all class members be treated “equitably relative to each other.” The Settlements involve only one Settlement Class, and the terms of the Settlements apply uniformly to all Settlement Class Members; no individual or group will be unfairly advantaged or disadvantaged.

Every Settlement Class Member has been given an opportunity to submit a claim to receive a payment. The payment amounts will be determined equitably and pursuant to a Court-approved plan of allocation. Plaintiffs submitted their proposed Plan of Allocation on September 3, 2026 (Dkt. 200-1). The proposed Plan, developed with the assistance of a nationally recognized economist, Joseph A. Krock, Ph.D., provides that payments will be calculated using a formula that

takes into account factors bearing on each Settlement Class Member's individual damages, such as the home price and commissions they paid, after which funds will be distributed to the Settlement Class Members *pro rata*. (*Id.* at 4-5); *Burnett*, 2024 WL 7132443, at *32 (“the most common method for allocating settlement funds in antitrust cases is on a *pro rata* basis”). A neutral third-party, the Settlement Administrator, will be processing claims and disbursing payments.

None of the objectors challenge the proposed Plan of Allocation or the requirements of Rule 23(e)(2)(D). Accordingly, this factor also weighs in favor of approval.

5. The Rule 23(e)(2)(C) factors also support final approval.

Rule 23(e)(2)(C) lists four additional considerations when evaluating the adequacy of a settlement: (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing claims; (iii) the terms of any proposed award of attorney's fees, including timing of payment; and (iv) any agreement required to be identified under Rule 23(e)(3). Fed. R. Civ. P. 23(e)(2)(C). As explained below, each of these considerations supports a finding that the relief provided here is more than adequate.

i. The benefits of settlement outweigh the cost, risk, and delay of further litigation.

The Settlements' benefits are especially noteworthy when balanced against the risks of continued litigation. The Settlement Class faced significant obstacles above and beyond the risks inherent in any trial or appeal, and these Settlements secure immediate relief rather than forcing the Settlement Class to endure years of costly and uncertain litigation. *In re Cardizem CD Antitrust Litig.*, 218 F.R.D. 508, 523 (E.D. Mich. 2003) (“experience proves that, no matter how confident trial counsel may be, they cannot predict with 100% accuracy a jury's favorable verdict, particularly in complex antitrust litigation.”); *Goldsmith v. Tech. Sols. Co.*, No. 92 C 4374, 1995 WL 17009594, at *4 (N.D. Ill. Oct. 10, 1995) (“As courts recognize, a dollar obtained in settlement

today is worth more than a dollar obtained after a trial and appeals years later.”).

Apart from the merits challenges in establishing an indirect purchaser claim, discussed above, it is also far from certain that Plaintiffs would succeed in obtaining class certification here. *See* Fed. R. Civ. P. 23(e)(2), advisory committee’s notes to 2018 amendment (instructing courts to consider the likelihood of certifying the class for litigation in evaluating this sub-factor); *see also Hudson v. Libre Tech., Inc.*, No. 3:18-cv-1371, 2020 WL 2467060, at *6 (S.D. Cal. May 13, 2020). Because homebuyers cannot pursue claims for damages under the Sherman Act, they must look to state laws for monetary relief. Variations among state laws could pose a serious impediment to certification of a nationwide class. The prospect of adversarial class certification thus presents serious risks on its own.

Making matters even more challenging, adverse conditions in the real estate industry—coupled with the significant payments already committed to the direct purchaser settlements—have put a strain on virtually all real estate brokerages, introducing significant ability-to-pay issues that limited the resources available to fund a settlement like the ones here. The entire real estate industry has faced significant headwinds over the last several years due to challenging financial conditions and prolonged high interest rates.¹³ Many real estate brokerage companies suffered large financial losses during this period that have drained their cash balances and net assets and limited their ability to generate profits into the future. Continued litigation would only exacerbate these concerns and consume finite resources that can instead be made available to the Class Members now through the Settlements. *Young v. Rolling in the Dough, Inc.*, No. 17-cv- 07825, 2020 WL 969616, at *5 (N.D. Ill. Feb. 27, 2020) (“If this case had been litigated to conclusion, all that is certain is that plaintiffs would have spent a large amount of money, time, and effort.”).

¹³ *Home sales slowed to a crawl in 2023. Here’s why.*, CBS News, <https://www.cbsnews.com/news/nar-existing-home-sales-price-2023/> (citing publicly reported home sale statistics from the NAR).

In short, “any relief to class members would still be far down the road and may ultimately be entirely denied.” *Charvat v. Valente*, No. 12-CV-05746, 2019 WL 5576932, at *7 (N.D. Ill. Oct. 28, 2019). Conversely, “[a]pproving the proposed settlement agreement will end the case and cause benefits to flow in short order.” *Id.* The Settlements provide meaningful relief to the Settlement Class now, avoiding potentially years of complex litigation and appeals the risk of no recovery.

ii. The proposed method of processing claims and distributing relief to the Settlement Class is effective.

The Court-appointed Settlement Administrator, Epiq, is tasked with processing claims and distributing payments. (Dkt. 65 ¶ 14). Epiq is an “industry leader in class action administration” and has “implemented more than a thousand successful class action notice and settlement administration matters,” including “some of the most complex and significant notice programs in recent history[.]” (Dkt. 58-7 ¶ 4). Epiq has capably handled the Settlements’ claims submission process, and following final approval, Epiq is prepared to distribute payments electronically or by check in a simple, expedient, and effective manner.

iii. The Settlements do not present any concerns regarding Class Counsel’s fee award.

In recognition of Plaintiffs’ and Class Counsel’s efforts on behalf of the Settlement Class Members, Plaintiffs filed their Motion for Award of Attorneys’ Fees, Reimbursement of Litigation Expenses, and Approval of Class Representative Service Awards on August 18, 2026. (Dkt. 196, the “Fee Award Motion”).¹⁴ As stated in the Fee Award Motion, the requested awards are amply justified by the results achieved and are well in line with fee awards granted in other antitrust class actions in the Seventh Circuit. (*Id.*).

Objectors Bolton and Huang object to the amount of attorneys’ fees requested, but they do

¹⁴ The Fee Award Motion was filed prior to the deadline for claims, opt-outs, and objections, and posted on the Settlement Website.

not point to any fee-related terms in the Settlements that raise red flags—there are none. The Settlements do not purport to guarantee any specific amount or percentage of the Global Settlement Fund as attorneys’ fees for Class Counsel, and there is no clear-sailing agreement. Because “the approval of attorneys’ fees remains entirely separate from approval of the Settlement,” Plaintiffs respond to Bolton’s and Huang’s fee objections below. *T.K.*, 2022 WL 888943, at *15.

iv. There are no side agreements to be identified.

Pursuant to Rule 23(e)(2)(C)(iv) there are no separate “agreement[s] made in connection with the [proposed settlements]” to identify. *See also* Fed. R. Civ. P. 23(e)(3).

B. The Court-Approved Class Notice Plan Was Carried Out Successfully And In Compliance With Federal Rule 23 And Due Process.

In connection with final approval, courts must also confirm that the class received “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) (listing the required contents and permissible means of notice); *see generally Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 812 (1985). Here, the robust Notice Plan approved by the Court has proven very successful at reaching the Settlement Class and readily satisfies all requirements of Rule 23 and due process. (Azari Decl. ¶¶ 8-9, 50-54). As detailed in the Azari Declaration, the Notice Plan was well-tailored to reach the maximum number of Settlement Class Members both in terms of the means (direct email notice supplemented with widespread digital media and advertisements) and persistence (reminder emails and maintenance of digital media throughout the months-long notice period). (*Id.* ¶¶ 14-54).

To effectuate direct notice, the Settlement Administrator sent 39,665,450 email notices to email addresses for potential Settlement Class Members along with reminder emails. (*Id.* ¶¶ 14-22). The email addresses were collected from available real estate transaction data provided by the Settling Defendants and Opt-In Settlers, as well as from records of recent homebuyers that the

Settlement Administrator obtained with the assistance of a third-party vendor. (*Id.* ¶ 14). The Settlement Administrator employed email validation tools to maximize the chances of delivery, and made additional delivery attempts if any emails were “bounced back.” (*Id.* ¶¶ 14-19).

The emails contained a short-form notice written in easy-to-read language that apprised potential Settlement Class Members of all material aspects of the Settlements, including the nature of the Litigation; the relief being made available; the rights to object or opt-out; important dates and deadlines; and the amount of attorneys’ fees that could be sought as an award for Class Counsel. (*See id.* ¶ 18). The notices also directed the recipients to visit the Settlement Website, where they could review additional longer-form information, obtain pertinent court filings, and view instructions for submitting a claim, objecting, or opting out. (*Id.*). The Settlement Website, homebuyersettlement.com, is still live and was updated during the notice period to include copies of Plaintiffs’ Fee Award Motion (Dkt. 197) and proposed Plan of Allocation (Dkt. 200). (*Id.* ¶ 44).

The Settlement Administrator also implemented an extensive digital media campaign to supplement the direct email notice and reach potential Settlement Class Members for whom an email address was unavailable. (*Id.* ¶¶ 23-43); *Mullins v. Direct Digital, LLC*, 795 F.3d 654, 665 (7th Cir. 2015) (when direct notice is impracticable, “courts may use alternative means such as notice through third parties, paid advertising, and/or posting in places frequented by class members, all without offending due process.”). This campaign included online advertising targeted to reach homeowners and other audiences that likely include potential Settlement Class Members. (Azari Decl. ¶¶ 23-43). Ads appeared via selected networks, sponsored search listings, and notices placed on the leading social media platforms in the U.S., such as Facebook, Instagram, and YouTube. (*Id.*). The media campaign generated an impressive 596 million targeted impressions and 1,095,142 unique sessions to the Settlement Website. (*Id.* ¶¶ 32 44). All told, the combination of direct notice and digital media notice reached 85% of the Settlement Class Members, which

exceeds benchmarks that courts consider in evaluating the sufficiency of media notice. (*Id.* ¶ 51); *see, e.g., T.K.*, 2022 WL 888943, at *12.

To further assist potential Settlement Class Members in understanding the terms of the Settlement and their rights, the Settlement Administrator established and continues to maintain a case-specific toll-free phone number and email address. (Azari Decl. ¶¶ 45-46). Class Counsel has similarly made their contact information available to the Settlement Class Members and have responded to numerous inquiries from potential Settlement Class Members. (Class Counsel Decl. ¶¶ 36, 51). And they will continue to do so.

The strong number of claims, 132,406 to date and still growing, is further testament to the adequacy of notice here. In sum, the Settlements' Notice Plan constituted valid, due, and sufficient notice to Settlement Class Members and is the best notice practicable under the circumstances.

C. Certification Of The Settlement Class Should Be Confirmed.

In its preliminary approval orders, the Court found that the prerequisites for maintaining a class action under Federal Rules 23(a) and 23(b)(3) were satisfied for settlement purposes. (Dkt. Nos. 65 ¶¶ 4-11, 177 ¶¶ 4-11). Specifically, the Court found that: the Settlement Class is sufficiently numerous, common questions predominate, Plaintiffs' claims are typical of the Settlement Class Members' claims, Plaintiffs and Class Counsel have and will continue to adequately represent the Settlement Class, and a class action is a superior method for fairly and efficiently adjudicating this matter. (*Id.*). As explained above, nothing has changed since the entry of the Court's preliminary approval orders that would impact these findings. Accordingly, the Court should confirm certification of the Settlement Class for purposes of final approval.

IV. THE OBJECTIONS TO THE SETTLEMENTS SHOULD BE OVERRULED

A. Bolton's Remaining Objections Fail.

1. Bolton's reverse auction accusations are contrary to the record.

Bolton claims that a reverse auction occurs when counsel “compet[e] with each other to offer the defendants the most attractive settlement, creating a race to the bottom.” (Dkt. 207 at 12). Nothing of the sort occurred here. The mere existence of parallel cases does not give rise to a reverse auction; otherwise, “no settlement could ever occur in the circumstances of parallel or multiple class actions.” *Rutter & Wilbanks Corp. v. Shell Oil Co.*, 314 F.3d 1180, 1189 (10th Cir. 2002). Accordingly, objectors must offer “concrete evidence of collusion,” not merely “conclusory allegations and inferences.” *Id.*; accord *Swinton v. SquareTrade, Inc.*, 960 F.3d 1001, 1005-06 (8th Cir. 2020); *In re Wendy's Co. Shareholder Derivative Litig.*, No. 1:16-cv-1153, 2020 WL 13169460, at *8 (S.D. Ohio Jan. 24, 2020) (“an objector cannot simply say the words ‘reverse auction’ and expect to invalidate a proposed settlement. Instead, an objector must point to some evidence of ‘underhanded activity.’” (quoting *Negrete v. Allianz Life Ins. Co. of N. Am.*, 523 F.3d 1091, 1099 (9th Cir. 2008))); see also *Gibson*, 2026 WL 2580277, at *3 n.4.

Bolton offers no evidence whatsoever of a reverse auction and instead calls the Settlements “structurally collusive.” (See, e.g., Dkt. 207 at 2, 15, 17). But the record forecloses any possibility of collusion. Every mediation with an Opt-In Settlor named in a *Batton* case occurred under the supervision of the Court-appointed Special Master, Judge Holderman, who attests that no party discussed prior negotiations (if any) with other plaintiffs, the negotiations were “hard-fought” and conducted “in an adversarial, arm’s-length, and good faith manner,” and no party negotiated “from a position of inordinate strength or weakness.” (Dkt. 168-1 ¶¶ 4-5, 9-11). This Court has already so found. (Dkt. 177 ¶¶ 3, 16). Bolton nonetheless contends that there are “hallmarks” of a reverse auction, but none of the examples he gives ring true.

Case coordination. Contrary to Bolton’s arguments, the *Tuccori* Plaintiffs did not avoid case consolidation and coordination mechanisms. (Dkt. 207 at 13-14). A motion to centralize all real estate broker antitrust cases was filed before the Judicial Panel on Multidistrict Litigation (“JPML”), and the *Tuccori* Plaintiffs supported it. (See Dkt. 15 ¶ 4). The JPML declined to order MDL treatment however. (Dkt. 17-1). After that point, the *Tuccori* and *Batton* cases proceeded, as Judge Hunt observed, “on two very different tracks” that made consolidation improper.¹⁵

Strength of the claims in *Tuccori*. The *Tuccori* Plaintiffs and Class Counsel were not in a weaker negotiating position, and the strength of their Settlements bear that out. Bolton’s incorrect premise—that the *Batton* defendants could have only wanted settle here to pay less—ignores that the Opt-In Settlers were not interested in paying a second time for claims they had already settled as *Batton* Counsel were insisting. (Dkt. 209 at 5-6). And unlike any of the reverse-auction cases that Bolton cites, the Settlements Class Counsel achieved here provide *better* value than the settlements Bolton’s counsel negotiated. See *supra* part III.A.1.; *Schulte v. Fifth Third Bank*, 805 F. Supp. 2d 560, 588 (N.D. Ill. July 29, 2011) (“the fact that Class Counsel negotiated a fair settlement is evidence that he had enough information to effectively represent the class.”).

Threshold amount. Bolton incorrectly speculates that the Class Settlement Agreement’s “Threshold Amount” created an “incentive to accept any terms an opt-in defendant was willing to offer[.]” (Dkt. 207 at 15). This argument is demonstrably false because the opt-in settlements are stronger—both in terms of dollars and as a percentage of the corresponding seller-side settlements—than the initial icebreaker settlements with the original Settling Defendants. For Bolton to be right, the opposite would need to be the case.

¹⁵ Tr. of Mar. 5, 2026 H’ng at 6:17-18, 7:11-16, *Batton*, No. 21-cv- 00430 (N.D. Ill.) (“[T]hese cases are just in different places procedurally, and . . . there would be no efficiency gained by me taking over Judge Jenkins’ cases, particularly given all of the work that she has put into it and the fact that the *Tuccori* cases are really at the point of settlement”).

Timing. The timing of the Opt-In Settlements reflects the Court-ordered April 13, 2026 deadline for the close of the opt-in period (Dkt. 62), not collusion. The Settlements’ opt-in period needed a deadline; otherwise, the Settlements would be open-ended and could never proceed to the next phase of approval. The Settlements Bolton calls “suspiciously quick” (Dkt. 207 at 17) were negotiated within the Court-ordered opt-in period, and in many instances the settlements took weeks to finalize due to protracted negotiations. (Dkt. Nos. 168-1 ¶ 11, 168-2 ¶ 10). The Parties’ efforts to meet the Court-ordered opt-in deadline demonstrate rational decision-making, not collusion. Regardless, “[t]hat a case is settled early does not establish that the class was ill-represented or that the settlement was the product of collusion.” *Schulte*, 805 F. Supp. 2d at 588.

Procedural posture. *Batton* Counsel’s cases were not meaningfully further along than this Litigation. The first *Batton* action was stuck at the pleadings stage for years and then stayed in large part pending a ruling from the Eighth Circuit in the seller-side appeals. (See *Batton* ECF No. 308). The second *Batton* case was even less advanced, and there has been no production of documents nor development of expert reports.

Batton Counsel had no informational advantage. The facts underlying the alleged conspiracy were developed through years of discovery and a trial in the seller-side litigation. (Dkt. 168 at 4-5). *Batton* Counsel concede that their cases were based largely on “discovery revelations in the seller-side cases” (Dkt. 207 at 4); indeed, they failed to take depositions of any of their defendants. (Dkt. 209 at 3). Class Counsel had access to the same public record in the home seller litigation that *Batton* Counsel did, plus confirmatory discovery of more than 1.3 million pages of documents. (Dkt. 196 at 14-15). And because each alleged co-conspirator can potentially be held jointly and severally liable, the *Tuccori* Plaintiffs had the same leverage over the Opt-In Settlers that they had over the original Defendants. Thus, *Batton* Counsel’s cases did not give them any procedural or informational advantages over Class Counsel.

Release scope. Nothing in the Settlements’ release provisions raises any red flags. The terms of the releases are anchored to the facts, claims, and Parties in the Litigation, and largely mirror the release provisions in the seller-side settlements. Bolton notes that some of the Opt-In Agreements enlarge the time periods applicable to released claims, but that is common in class settlements. “In the settlement context . . . courts regularly certify classes that are broader in some respect than the classes that were originally litigated.” *Burnett*, 2024 WL 7132443, at *21 (overruling objections to breadth of releases brought by objectors who had filed separate cases); *Williams v. Gen. Elec. Cap. Auto Lease, Inc.*, 159 F.3d 266, 274 (7th Cir. 1998) (“It is not at all uncommon for settlements to include a global release of all claims past, present, and future, that the parties might have brought against each other.”). An enlarged settlement class is often “a practical prerequisite to reaching any settlement” in order to effectuate “global peace”—a feature that benefits class members. *Burnett*, 2024 WL 7132443, at *21 (“because global peace is most valuable to defendants, defendants will pay more to obtain it, thus benefitting class members.”). The Opt-In Agreements’ releases are in no way unusual or indicative of collusion.

The cases Bolton cites offer no support to his assertion that these Settlements are somehow collusive. Bolton’s authorities involved genuine sell-outs that are nothing like the facts here. For instance, *Crawford v. Equifax Payment Servs., Inc.*, 201 F.3d 877, 880-82 (7th Cir. 2000) involved a settlement with no personal notice, no ability for class members to opt-out, and no payments to the class while the attorneys were still awarded fees. In *Tech. Training Assocs., Inc. v. Buccaneers Ltd. P’ship*, 874 F.3d 692, 697 (11th Cir. 2017), the lead attorney for the settlement class left his law firm and went to work for a new firm where he “engaged in a ‘Machiavellian’ plan to undercut” his prior firm and their clients through a low settlement.

By contrast, the negotiations here were conducted at arm’s-length pursuant to a Court-approved process under the supervisions of a Court-appointed Special Master. The process was

modeled from a similar court-approved mechanism in *Burnett* and followed a similar path, leading to substantial additional compensation that will benefit the Settlement Class. *Batton* Counsel knew of the opt-in terms this Court approved in October 2025 but did not object until months later. Just as in the home seller litigation, *Batton* Counsel may not “take the reins” of settlements they failed to achieve, and Bolton’s objections should be overruled. *Gibson*, 2026 WL 2580277, at *3 n.4.

2. Plaintiffs’ requested fee award is below market rate and in no way excessive.

Bolton calls Plaintiffs’ requested 31.5% fee award “grossly excessive” while his counsel ask the Court to award them *more*. (*Compare* Dkt. 207 at 26-30 with Dkt. 195 at 3). And this comes after *Batton* Counsel sought an award of fees and costs in excess of *half* the settlements with Keller Williams and RE/MAX in the *Batton* case. (*Batton* ECF No. 337 at 3) (requesting awards totaling \$14.5 million from settlement funds of \$28.5 million). Bolton’s objection to Plaintiffs’ fee request is not just legally unfounded, it’s the height of hypocrisy.

Courts in the Seventh Circuit assess the reasonableness of a fee award by “approximat[ing] the market rate that prevails between willing buyers and willing sellers of legal services.” *Silverman v. Motorola Sols., Inc.*, 739 F.3d 956, 957 (7th Cir. 2013). In this Circuit, the typical contingency agreement “range[s] from 33% to 40% of recovery.” *Leung v. XPO Logistics, Inc.*, 326 F.R.D. 185, 201 (N.D. Ill. 2018) (collecting cases); *Taubenfeld v. AON Corp.*, 415 F.3d 597, 600 (7th Cir. 2005) (citing cases where “counsel was awarded fees amounting to 30–39% of the settlement fund”). In antitrust cases in particular, a one-third fee is well “within the ordinary range of contingency fee arrangements actually negotiated *ex ante* between parties, and awarded[.]” *Corzo v. Brown Univ.*, No. 1:22-cv-00125, 2024 WL 3506498, at *7 (N.D. Ill. July 20, 2024).

Here, Plaintiffs’ requested fee award is below typical rates. Plaintiffs requested 31.5% of the Gross Settlement Fund (33.25% of the net) *inclusive* of all past and future expenses, and will

not seek interest. (Dkt. 196 at 2-3, 8-9). Bolton’s own counsel have sought more—a total of \$39,768,511.14, or nearly 35% of the settlements they challenge—demonstrating that their real gripe is with *who* is paid, not the amount. As explained in Plaintiffs’ opposition to *Batton* Counsel’s motion for attorneys’ fees, this issue presents an allocation question that is premature. (Dkt. 209 at 6-8); see *In re Seresto Flea & Tick Collar Mktg., Sales Pracs. & Prods. Liab. Litig.*, 178 F.4th 1043, 1050 (7th Cir. 2026). Regardless, *Batton* Counsel’s competing request confirms that Class Counsel’s efforts that produced these Settlements have real and substantial market value. *Id.*

Plaintiffs’ fee request is also rationally related to the exceptional results achieved. As explained above, these Settlements are excellent, even by comparison to *Batton* Counsel’s own settlements, and recover essentially the full value of the Settlement Class Members’ claims when compared to the seller-side settlements despite serious obstacles for the merits and certification. See *supra* part III.A.1. Class Counsel also bore a substantial risk of nonpayment by bringing this Litigation on a wholly contingent basis against well-defended companies while advancing more than \$1 million in expenses. (Dkt. 196 at 9-13). Class Counsel were able to do this efficiently, but efficiency supports approving the fee, not reducing it. See *Taubenfeld*, 415 F.3d at 600 (affirming fee award where the settlement “obtained for the class at a relatively early point in time . . . bears a rational relationship to the amount of attorneys’ fees awarded”).

Bolton contends that no client would pay a second set of lawyers and that Class Counsel should be paid hourly, like “special settlement counsel.” (Dkt. 207 at 27-29; Dkt. 207-1 at 6-7; Dkt. 207-2 ¶¶ 9-15). But the “client” here is the Settlement Class, and *Batton* Counsel have never been appointed to represent it; Class Counsel are the Settlement Class’s only Court-appointed counsel. (Dkt. 177 ¶ 10). The lawyers paid hourly described in the declaration of George Zelcs (Dkt. 207-2) were retained and paid by Mr. Zelc’s firm—their client—who negotiated an hourly fee for them to serve as separate, settlement-only counsel.

Conversely, here, Class Counsel served as *litigation* counsel for the Settlement Class Members and bore the entire risk of that themselves, investigating and prosecuting claims in multiple cases, coordinating and advancing the Litigation, engaging in motion practice, pursuing confirmatory discovery, and bearing every expense. In a hypothetical *ex ante* negotiation, the Class would have agreed to a contingent percentage. Indeed, in the home seller cases—the most relevant comparators for determining an appropriate market rate—the *Burnett* court awarded “attorneys’ fees for Plaintiffs at \$333 million, one-third of the fund.” 187 F.4th at 1063; (*see also* *Batton*, ECF No. 352 at 2) (awarding “attorneys’ fees of one-third of the Settlement Fund”). Importantly, the *Burnett* plaintiffs received one-third fee awards for settlements with brokerages named in companion cases such as the *Gibson* and *Keel* matters where no meaningful litigation activity occurred prior to the settlements.

Bolton’s reliance on *In re Trans Union Corp. Privacy Litigation*, 629 F.3d 741, 747 (7th Cir. 2011) is misplaced, because that case addressed dividing a fee among lawyers who each contributed to a common fund—an allocation issue. Here, however, *Batton* Counsel produced no increase whatsoever to the Settlement; their efforts have actually *harmed* the Settlement Class Members. (Dkt. 209 at 8-12). Finally, *Harper v. City of Chicago Heights*, 223 F.3d 593, 605 (7th Cir. 2000) concerns documentation of lodestar petitions. Although no lodestar cross-check is required under the percentage method, *Williams v. Rohm & Haas Pension Plan*, 658 F.3d 629, 636 (7th Cir. 2011), Class Counsel have offered their records for *in camera* review (Dkt. 196 at 10 n.6).

Accordingly, Bolton’s objection to Plaintiffs’ Fee Award Motion should also be overruled, and his counsel’s motion for attorneys’ fee should be denied. (Dkt. 209).

B. The Objection From Shiyang Huang Should Also Be Overruled.

Objector Huang “does not oppose final approval under Rule 23(e)” but does object to the

amount of Plaintiffs’ requested fee award. (Dkt. 203 at 2).¹⁶ Huang’s Objection both misunderstands Plaintiffs’ Fee Award Motion and misapplies Seventh Circuit law.

Huang first takes issue with Plaintiffs incorporating Class Counsel’s costs into the amount of their requested fee award. (*Id.* at 4-5). But Plaintiffs’ approach benefitted the Settlement Class. Had Plaintiffs instead sought a separate award of costs in addition to their fees—as *Batton* Counsel did both here and in *Batton*—it would have *increased* the total amount sought, meaning less money would go to the Settlement Class. By incorporating their reimbursable costs into their requested award, Plaintiffs not only provided the Settlement Class with more compensation, but also the certainty and closure that comes with knowing that ongoing and future costs will not reduce distributions. (*Contra Batton*, ECF No. 337 at 13) (requesting leave to withdraw “up to” an additional \$500,000 “to pay for ongoing and future” expenses). Plaintiffs also fully complied with the Seventh Circuit’s decisions in *Redman v. RadioShack Corp.*, 768 F.3d 622, 630 (7th Cir. 2014) and *Pearson v. NBTY, Inc.*, 772 F.3d 778, 781 (7th Cir. 2014) by calculating their requested award as a percentage of the “Net Settlement Fund,” that is, what the Settlement Class will receive after deducting requested service awards and estimated administrative expenses. (Dkt. 197 at 8).

Second, Huang asserts (incorrectly) that Plaintiffs did not cite “*any ex ante* bids in comparable antitrust cases[.]” (Dkt. 203 at 5). Not so. Plaintiffs cited numerous fee awards in comparable class action settlements, including recent antitrust cases similar in size and complexity to this matter. (Dkt. 197 at 4-7); *see, e.g., Corzo*, 2024 WL 3506498, at *7 (awarding “attorneys’ fees totaling \$94,666,666.70 (representing one-third of the Settlement Fund),” which is “within the ordinary range of contingency fee arrangements actually negotiated *ex ante* between parties, and awarded, in complex antitrust actions.”). Plaintiffs also relied upon one of the most

¹⁶ Huang also takes issue with *Batton* Counsel’s fee request here and in *Batton*. (Dkt. 203 at 2 n.2).

comprehensive and widely cited empirical studies on attorneys’ fees in class action settlements by Professor Brian T. Fitzpatrick. (Dkt. 197 at 5); *see also* Brian T. Fitzpatrick, *A Fiduciary Judge’s Guide to Awarding Fees in Class Actions*, 89 Fordham L. Rev. 1151, 1162-63 (2021) (fee requests equaling “a fixed percentage of one-third . . . heavily dominated” in the antitrust cases surveyed).

Most importantly, Huang completely ignores the one-third fee in *Burnett*—probably the most “comparable antitrust case[]” for determining a market-based fee here—and instead cites a handful of inapposite retainer agreements with attorneys general in states outside the Seventh Circuit. (Dkt. 203 at 9-11). But these “cherry-picked examples” have no bearing on what a fee award negotiated *ex ante* would be *in this case*, especially since the fee award in *Burnett* would have set the market rate. *Silverman*, 739 F.3d at 959; *Taubenfeld*, 415 F.3d at 600.

Huang relies upon decisions from *In re Broiler Chicken Antitrust Litigation* where class counsel’s one-third fee award was reduced on appeal. (Dkt. 203 at 5-6). But the reduction to fees in that case turned on “the market value of class counsel services is *in th[at] case* in particular.” (Dkt. 203-1 at 2) (emphasis in original). In this case, however, it is appropriate to follow the prevailing market rate as established by *Burnett* and “the large number of antitrust cases in this circuit that have awarded one-third of the common fund as attorney’s fees.” *In re Broiler Chicken Antitrust Litig.*, No. 16 C 8637, 2021 WL 5709250, at *4 (N.D. Ill. Dec. 1, 2021).

Lastly, Huang argues that the prior *Burnett* and *Moehrl* home seller cases reduced the risk of nonpayment here, which should result in a lower fee award. (Dkt. 203 at 6-9). Huang fails to mention, however, that *Burnett* and *Moehrl* were themselves preceded by a DOJ investigation that they too benefitted from.¹⁷ Despite piggybacking on the prior DOJ investigation, *Burnett* counsel

¹⁷ *See, e.g.*, Consol. Amend. Class Action Compl. ¶ 1, *Moehrl v. The Nat’l Ass’n of Realtors*, 1:19-cv-01610 (N.D. Ill. June 14, 2019) (“Defendants’ unlawful conduct is also the subject of an active investigation by the Antitrust Division of the United States Department of Justice, which is examining practices in the residential real estate brokerage business, with a focus on compensation paid to brokers”).

were still awarded a one-third fee, as were *Batton* Counsel who similarly benefitted both from the DOJ's work as well as the prior home seller litigation. And notwithstanding the prior successes in the *Burnett* and *Moehrl* cases, Plaintiffs here still faced distinct challenges due to their status as indirect purchasers. Accordingly, Huang's Objection should be overruled in its entirety.

V. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that the Court enter an order: 1) granting this Motion; 2) granting final approval to the Class Settlement Agreement and Opt-In Agreements and overruling the objections thereto; 3) entering the proposed final approval order being submitted herewith; 4) granting Plaintiffs' Corrected Motion for Award of Attorneys' Fees, Reimbursement of Litigation Expenses, and Approval of Class Representative Service Awards (Dkt. 197); and 5) granting Plaintiffs' Motion for Approval of Plan of Allocation (Dkt. 200); and 6) granting such further and additional relief as the Court deems reasonable and just.

Dated: October 7, 2026

Respectfully Submitted,

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ZAWISLAK, MICHAEL D'ACQUISTO,
and ALEJANDRO LOPEZ A/K/A
ALEANDRO LOPEZ, individually and on
behalf of similarly situated individuals

By: /s/ Paul T. Geske
One of Plaintiffs' attorneys

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*Counsel for Plaintiffs and the Settlement
Class*

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that on October 7, 2026 I caused the foregoing *Plaintiffs' Motion and Memorandum of Law in Support of Final Approval of Class Action Settlements with All Settling Defendants and Opt-In Settlers* to be electronically filed with the Clerk of the 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

Defendant	Monetary Contribution to Global Settlement Fund
@properties	\$750,000
Baird & Warner	\$264,000
Real Estate One	\$180,000
Silvercreek Realty Group	\$63,000
NextHome	\$155,000
Shorewest Realtors	\$465,000
Equity Real Estate	\$90,000
Realty Executives	\$135,000
Side	\$300,000
Engel & Volkers	\$800,000
Keyes Co. & Illustrated Properties	\$200,000
The Real Brokerage	\$750,000
Anywhere Real Estate	\$9,602,500
Vanguard Properties	\$235,000
HomeSmart International, LLC	\$600,000
Fathom Realty, LLC	\$250,000
Realty ONE Group Inc. and Kempa and Associates LLC d/b/a Realty ONE Group Excel	\$500,000
Umro Realty Corp d/b/a The Agency	\$300,000
Douglas Elliman Inc.	\$2,041,250

Defendant	Monetary Contribution to Global Settlement Fund
Hanna Holdings, Inc.	\$8,250,000
HomeServices of America, Inc., BHH Affiliates, LLC, and HSF Affiliates LLC	\$30,000,000
The National Association of REALTORS®	\$52,250,000
eXp World Holdings, Inc.	\$4,335,000
Compass, Inc.	\$7,331,250
United Real Estate Holdings, LLC d/b/a United Real Estate Group	\$487,500
Total	\$120,334,500

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

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

**DECLARATION OF CAMERON R. AZARI, ESQ. REGARDING IMPLEMENTATION
AND ADEQUACY OF NOTICE PLAN**

I, Cameron R. Azari, Esq., hereby declare and state as follows:

1. My name is Cameron R. Azari, Esq. I have personal knowledge of the matters set forth herein, and I believe them to be true and correct.
2. I am a nationally recognized expert in the field of legal notice and have served as an expert in hundreds of federal and state cases involving class action notice plans.
3. I am a Senior Vice President of Epiq Class Action & Claims Solutions, Inc. (“Epiq”) and the Managing Director of Epiq Legal Noticing (aka Hilsoft Notifications), a business unit of Epiq that specializes in designing, developing, analyzing, and implementing legal notice plans.
4. The facts in this declaration are based on my personal knowledge, as well as information provided to me by my colleagues in the ordinary course of my business at Epiq and Epiq Legal Noticing (hereinafter “Epiq”).

OVERVIEW

5. This declaration describes the successful implementation of the Settlement Notice Plan (“Notice Plan”) and Notices (the “Notice” or “Notices”) which includes the updated Opt-In

DECLARATION OF CAMERON R. AZARI, ESQ. REGARDING IMPLEMENTATION AND
ADEQUACY OF NOTICE PLAN

Settlements reached with Defendants 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 American, 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® (together, “Settling Defendants”) in *Tuccori v. At World Properties, LLC*, No. 1:24-cv-00150; *Maslanka et al. v. Baird & Warner, Inc.*, No. 1:24-cv-02399; *Hartz v. Real Estate One, Inc.*, No. 1:24-cv-03160; *Wallach et al. v. Silvercreek Realty Group LLC*, No. 1:24-cv-3356; *Zawislak et al. v. Equity Realtors L.L.C. d/b/a Equity Real Estate et al.*, No. 24-cv-9039; *Lopez v. NextHome, Inc. et al.*, No. 24-cv-11735; and *Lopez v. Jennifer Ames Chicago, Inc.*, No. 1:25-cv-04207, pending in the United States District Court for the Northern District of Illinois, Eastern Division. Previously, I executed my *Declaration of Cameron R. Azari, Esq. Regarding Notice Plan* (“Notice Plan Declaration”) on October 9, 2025, which described the Notice Plan, detailed Epiq’s class action experience, and attached Epiq’s *curriculum vitae*. I also provided my educational and professional experience relating to class actions and my ability to render opinions on overall adequacy of notice programs. Most recently, I executed my *Supplemental Declaration of Cameron R. Azari, Esq. Regarding Notice Plan* (“Supplemental Notice Plan Declaration”) on May 14, 2026, which provided an updated Notice Plan.

CAFA NOTICE

6. Pursuant to the Class Action Fairness Act (CAFA), 28 U.S.C. § 1715, on October 23, 2025, Epiq sent 57 CAFA Notice Packages (“CAFA Notice”). The CAFA Notice was mailed via United States Postal Service (“USPS”) Priority Mail to 53 officials (the Attorneys General of 47 states, the District of Columbia, and the United States Territories). Per the direction of the

Office of the Nevada, New York, and Connecticut Attorneys General, the CAFA Notice was sent to these Attorneys General electronically via email. The CAFA Notice was also sent via United Parcel Service (“UPS”) to the Attorney General of the United States. Details regarding the CAFA Notice mailing are provided in the *Declaration of Kyle S. Bingham on Implementation of CAFA Notice*, dated October 31, 2025, which is included as **Attachment 1**.

7. Subsequently, on May 28, 2026, Epiq sent an additional 57 CAFA Notice Packages (“Supplemental CAFA Notice”). The Supplemental CAFA Notice was mailed via USPS Priority Mail to 53 officials (the Attorneys General of 47 states, the District of Columbia, and the United States Territories). Per the direction of the Office of the Nevada, New York, and Connecticut Attorneys General, the Supplemental CAFA Notice was sent to these Attorneys General electronically via email. The Supplemental CAFA Notice was also sent via United Parcel UPS to the Attorney General of the United States. Details regarding the Supplemental CAFA Notice mailing are provided in the *Supplemental Declaration of Kyle S. Bingham on Implementation of CAFA Notice*, dated June 30, 2026, which is included as **Attachment 2**.

NOTICE PLAN METHODOLOGY

8. Rule 23 of the Federal Rules of Civil Procedure directs that notice must be “the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort” and that “the notice may be by one or more of the following: United States mail, electronic means, or other appropriate means.”¹ The Notice Plan satisfied these requirements.

9. The Notice Plan as designed and implemented reached the greatest practicable number of Settlement Class Members. The Notice Plan reached approximately 85% of the

¹ Fed. R. Civ. P. 23(c)(2)(B).

identified potential Settlement Class with direct notice via email and a digital/internet notice program (digital notice and social media) with an average frequency of 3.7 times each. “Reach” refers to the percentage of the unduplicated audience exposed to the notice. Notice exposure is defined as the opportunity to see a notice. “Frequency” of notice exposure is the average number of times that those reached by a notice were exposed to the notice. The reach was further enhanced by internet sponsored search listings, an informational release, *Top Class Action* Sponsorship, a separate claim stimulation supplemental media plan, and a Settlement Website, which were not included in the reach calculation. In my experience, the Notice Plan was consistent with other court-approved notice programs, was the best notice practicable under the circumstances of this case and satisfied the requirements of due process, including its “desire to actually inform” requirement.²

NOTICE PLAN DETAIL

10. On October 16, 2025, the Court approved the Notice Plan and appointed Epiq as the Settlement Administrator in the *Preliminary Approval Order*. In the Preliminary Approval Order, the Court certified, for settlement purposes only, the following “Settlement Class”:

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.

Excluded from the Settlement Class are: 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 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.

² *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 315 (1950) (“But when notice is a person’s due, process which is a mere gesture is not due process. The means employed must be such as one desirous of actually informing the absentee might reasonably adopt to accomplish it. The reasonableness and hence the constitutional validity of any chosen method may be defended on the ground that it is in itself reasonably certain to inform those affected . . .”).

11. As defined in the Class Settlement Agreement, the Class Period for the initial Settling Defendants is from December 8, 2017, to date of Class Notice for homes in Alabama, Georgia, Indiana, Maine, Michigan, Minnesota, New Jersey, Pennsylvania, Tennessee, Vermont, Wisconsin, and Wyoming; from December 8, 2018, to the date of Class Notice for homes in Arkansas, Illinois, Kentucky, and Missouri; from December 8, 2019, to the date of Class Notice for all other homes across the United States.

12. As defined in a number of the Opt-In Agreements, the Class Period for certain Opt-In Settlers is from January 25, 2006 to date of Class Notice for homes in Puerto Rico; from January 25, 2011 to date of Class Notice for homes in Rhode Island and Louisiana; from January 25, 2013 to date of Class Notice for homes in Wyoming; from January 25, 2015 to date of Class Notice for homes in Alabama, Connecticut, Hawaii, Indiana, Maine, Massachusetts, Michigan, Minnesota, New Jersey, New York, North Dakota, Ohio, Oregon, Pennsylvania, South Dakota, Tennessee, Vermont, and Wisconsin; from January 25, 2016 to date of Class Notice for homes in Arkansas, Kentucky, Illinois, Iowa, Missouri, Utah, and West Virginia; From January 25, 2017 to date of Class Notice for homes in Arizona, California, Washington D.C., Delaware, Florida, Georgia, Idaho, Nebraska, Nevada, New Hampshire, New Mexico, North Carolina, and Virginia; from January 25, 2018 to the date of Class Notice for homes in Alaska, Colorado, Kansas, Maryland, Mississippi, Montana, Oklahoma, and South Carolina, and Washington; and from January 25, 2019 to date of Class Notice for homes in Texas and for all other homes across the United States.

13. Subsequently, on June 29, 2026, the Court reaffirmed its approval of the Notice Plan in its *Order* dated June 29, 2026 (Dkt. 182). After the Court's *Order* was entered, Epiq implemented the Notice Plan. This declaration details the notice activities undertaken to date and explains how and why the Notice Plan was comprehensive and well-suited to reach the Settlement Class. This declaration also discusses the administration activity to date.

NOTICE PLAN

Individual Notice

14. Epiq received more than 90 data files with more than 57 million records as available from Settling Defendants to aid in identifying potential Settlement Class Members eligible to receive direct notice. On July 30, 2026, Epiq sent the unique records *without* an email address to a third-party reverse lookup service to perform “reverse look-up searches” to identify the most likely current valid email address. Also, at the request of counsel for the parties, and in an effort to reach as many potential Settlement Class Members as possible, Epiq purchased a list of approximately 23 million email addresses of potential Settlement Class Members – people who purchased a home during the Class Period in an applicable class state,³ excluding those who refinanced a home.

15. After incorporating results of the “reverse lookup” and the data provided list of purchased potential Settlement Class Member email addresses, Epiq deduplicated, rolled-up, and loaded the unique, identified potential Settlement Class Member records into its database for this Settlement. These efforts resulted in 40,222,413 unique, identified potential Settlement Class Member records (of these, 40,149,449 records had a valid email address and were sent Notice).

16. On August 7, 2026, Epiq commenced sending 39,665,450 Email Notices to 40,149,449 identified potential Settlement Class Members for whom a valid email address was available. Some identified potential Settlement Class Member records had more than one valid email address and were sent an Email Notice to each valid email address. Also, some valid email addresses were associated with multiple identified potential Settlement Class Members, and only one Email Notice was sent per unique, valid email address.

³ This list data was not available for Puerto Rico home purchasers.

17. Prior to sending the Email Notices, email validation and hygiene tools were used to standardize the email addresses, verify whether the email addresses were valid, and identify and remove email addresses that were a fraud/reputation threat – such as email addresses maintained by bots, spammers, and phishers. This is a necessary and critical process for the effectiveness of email campaigns today. Without being proactive and using these tools, Email Notices inadvertently sent to bad actor email addresses could jeopardize and damage the reputation of the entire email campaign; likely causing the campaign itself to be flagged and blocked as a source of spam, preventing or delaying Email Notices from being sent to valid email addresses of Settlement Class Members.

18. In addition, the following industry standard best practices were followed. The Email Notices were drafted in such a way that the subject line, the sender, and the body of the message avoided SPAM filters and ensured readership to the fullest extent reasonably practicable. For instance, the Email Notice used an embedded html text format. This format provided easy-to-read text combined with intentional use of some graphic elements, that in our experience increase engagement without increasing the likelihood that the message could be blocked. The Email Notices were sent from an IP address or multiple IP addresses known to major email providers as being associated with a legitimate bulk email sender. A digital signature and unique message identifier were transmitted with each Email Notice, allowing Email Service Providers and Email Monitoring Services to programmatically authenticate that the Email Notices were from authorized email servers. The Email Notice included an embedded link to the Settlement Website, and by clicking the link, recipients were able to access the Long Form Notice and other information about the Settlement. The Email Notice is included as **Attachment 3**.

19. If the receiving email server could not deliver the message, a “bounce code” was returned along with the unique message identifier. For any Email Notice for which a bounce code

was received indicating that the message was undeliverable for reasons such as an inactive or disabled account, the recipient's mailbox was full, technical autoreplies, etc., at least two additional attempts were made to deliver the Notice by email.

20. Additionally, a Long Form Notice and Claim Form ("Claim Package") are mailed to all persons who request one via the toll-free telephone number or by other means. As of October 7, 2026, Epiq has mailed 89 Claim Packages as a result of such requests. The Long Form Notice is included **Attachment 4**. The Claim Form is included as **Attachment 5**.

Direct Notice Results

21. As of October 7, 2026, an Email Notice was delivered to 38,354,758 of the 40,222,413 unique, identified potential Settlement Class Members. This means the individual notice efforts reached approximately 95.3% of the identified potential Settlement Class Members.

Reminder Email Notice

22. Recently, on September 25, 2026, Epiq commenced sending Reminder Email Notices to identified potential Settlement Class Members with a valid email address not previously returned as undeliverable and who had not submitted a Claim Form or requested exclusion from the Settlement. Epiq plans to send another round of Reminder Email Notices prior to the claim filing deadline. Since the Reminder Email Notice efforts are still underway, Epiq will provide statistics regarding reminder noticing in my forthcoming supplemental declaration. The Reminder Email Notice is included as **Attachment 6**.

Media Plan

Internet Digital Notice Campaign

23. Internet advertising has become a standard component in legal notice programs. The internet has proven to be an efficient and cost-effective method to target class members as

part of providing notice of class certification and/or a settlement for a class action case. According to MRI-Simmons⁴ data, 96% of all adults are online and 84% of all adults use social media.⁵

24. The Notice Plan included targeted digital advertising (“Digital Notices”) on the selected advertising networks, *Google Display Network* and *Yahoo Audience Network*, which represent thousands of digital properties across all major content categories. Digital Notices were targeted to selected target audiences and were designed to encourage participation by members of the class—by linking directly to the Settlement Website, allowing visitors easy access to relevant information and documents.

25. Digital Notices were also placed on the leading social media platforms in the United States, including *Facebook*, *Instagram*, *Reddit*, *X (Twitter)*, *TikTok*, and *YouTube*. The social media campaign used an interest-based approach which focused on the interests that users exhibited while on the social media platforms, capitalizing on the target audience’s propensity to engage in social media.

26. *Facebook* is the leading social networking site in the United States with 197 million users and *Instagram* has 181 million active users in the United States.^{6 7}

⁴ MRI-Simmons is a leading source of publication readership and product usage data for the communications industry. MRI-Simmons is a joint venture of GfK Mediamark Research & Intelligence, LLC (“MRI”) and Simmons Market Research. MRI-Simmons offers comprehensive demographic, lifestyle, product usage and exposure to all forms of advertising media collected from a single sample. As the leading U.S. supplier of multimedia audience research, the company provides information to magazines, televisions, radio, internet, and other media, leading national advertisers, and over 450 advertising agencies—including 90 of the top 100 in the United States. MRI-Simmons’s national syndicated data is widely used by companies as the basis for the majority of the media and marketing plans that are written for advertised brands in the United States.

⁵ MRI-Simmons 2026 Survey of the American Consumer®.

⁶ Statista Digital 2026: Global Overview Report. Statista, founded in 2007, is a leading provider of worldwide market and consumer data and is trusted by thousands of companies around the world for data. Statista.com consolidates statistical data on over 80,000 topics from more than 22,500 sources and makes it available in German, English, French and Spanish.

⁷ The statistics reported in my previous declarations have since been updated and are reflected within this declaration.

27. *Reddit* is a widely used social forum website that contains more than one million communities known as subreddits. These communities cover specific topics which made this an ideal platform to reach individuals with focused interests. *Reddit* has more than 196 million weekly active users⁸ in the United States.⁹

28. *X (Twitter)* is a popular microblogging social media website that allows posts/tweets containing images or videos. Users can like, comment, and share/retweet posts. *X* has more than 99 million users in the United States.¹⁰

29. Video ads (30-second Videos Notices) were displayed on *YouTube* and *TikTok* providing an easy and accessible way for individuals to learn about the Settlements and to be directed to the Settlement Website for additional information. *YouTube* is the largest streaming video website in the United States with approximately 254 million users while *TikTok* has approximately 153 million users in the United States.¹¹

30. The Digital Notices were distributed to a variety of target audiences, including those relevant to individuals' demonstrated interests and/or likes. All Digital Notices appeared on desktop, mobile, and tablet devices. Digital Notices on *Google Display Network*, *Yahoo Audience Network*, *Facebook*, and *Instagram*, were displayed nationwide in English and Spanish and *YouTube*, *X (Twitter)*, *Reddit*, and *TikTok* were displayed nationwide in English. Digital Notices were also targeted (remarketed) to people who clicked on a Digital Notice.

31. More details regarding the target audiences, specific ad sizes of the Digital Notices, and the number of delivered impressions¹² are included in the following table:

⁸ In the three months, which ended March 31, 2026.

⁹ Reddit, Inc. Quarterly Report for the period ending March 31, 2026.

¹⁰ Statista Digital 2026: Global Overview Report.

¹¹ Statista Digital 2026: Global Overview Report.

¹² "Impressions" in this context means the number of times a Digital Notice is displayed on a specific website.

<i>Network/ Property</i>	<i>Target</i>	<i>Language</i>	<i>Ad Size</i>	<i>Delivered Impressions</i>
<i>Google Display Network</i>	Homeowners age 25-64 with Household Income of \$60k+	English & Spanish	728x90, 300x250, 300x600, 970x250	180,907,306
<i>Google Display Network</i>	Select Site Targeting ¹³ for Homeowner	English	728x90, 300x250, 300x600, 970x250	45,596,929
<i>Yahoo Audience Network</i>	Homeowners age 25-64 with Household Income of \$60k+	English & Spanish	728x90, 300x250, 300x600, 970x250	70,890,908
<i>Facebook</i>	Homeowners age 25-64 with Household Income of \$60k+	English & Spanish	Newsfeed & Right Hand Column	115,748,110
<i>Instagram</i>	Homeowners age 25-64 with Household Income of \$60k+	English & Spanish	Newsfeed	70,504,223
<i>YouTube</i>	Homeowners age 25-64 with Household Income of \$60k+	English	:30 Video Ads	35,760,538
<i>YouTube</i>	Select Videos Targeting for buying a home, home buyers, what to look for when buying a home, etc.	English	:30 Video Ads	15,370,890
<i>X (Twitter)</i>	Homeowners age 25-64 with Household Income of \$60k+	English	Feed Ads	20,419,523
<i>Reddit</i>	Homeowners age 25-64 with Household Income of \$60k+	English	Feed Ads	15,529,278
<i>Reddit</i>	r/FirstTimeHomeBuyer, r/HomeAffordability, r/HouseBuyers, r/Mortgages, r/NewbHomeBuyer, r/RealEstate, r/RealEstateAdvice, r/RealEstateInvesting	English	Feed Ads	5,088,674
<i>TikTok</i>	Homeowners age 25-64 with Household Income of \$60k+	English	:30 Video Ads	20,309,330
TOTAL				596,125,709

32. Combined, approximately 596 million targeted impressions were generated by the Digital Notices, which ran from July 17, 2026, through September 10, 2026, and were targeted

¹³ Select Sites included goodhousekeeping.com, hgtv.com, bhg.com, loveandrenovations.com, thespruce.com, homesandgardens.com, countryliving.com, southernliving.com, homedit.com, and familyhandyman.com, among others.

nationwide.¹⁴ Clicking on the Digital Notices linked the readers to the Settlement Website, where they could easily obtain detailed information about the Settlements. Examples of the Digital Notices are included as **Attachment 7**.

Sponsored Search Listings

33. To facilitate locating the Settlement Website, sponsored search listings were acquired on the three most highly-visited internet search engines: *Google*, *Yahoo!*, and *Bing*. When visitors to these search engines searched for selected keyword combinations related to the Settlements, the sponsored search listing advertisement created for these Settlements was displayed. Generally, the sponsored search listing advertisement appeared at the top of the visitor's website page prior to the search results or in the upper right-hand column of the web-browser screen. The sponsored search listings were displayed nationwide. All sponsored search listings linked directly to the Settlement Website.

34. The sponsored search listings ran from July 17, 2026, through September 10, 2026, and were displayed 206,716 times, resulting in 18,511 clicks that displayed the Settlement Website. A complete list of sponsored search keyword combinations is included as **Attachment 8**. Examples of the sponsored search listing as displayed on each search engine are included as **Attachment 9**.

Informational Release

35. To build additional reach and extend exposures, a party-neutral Informational Release (in both English and Spanish) was issued on July 17, 2026, nationwide over *PR Newswire's U.S.1* and *Hispanic Newslne* to approximately 13,000 general media (print and

¹⁴ The third-party ad management platform, ClickCease was used to audit the Digital Notice ad placements. This type of platform tracks all Digital Notice ad clicks to provide real-time ad monitoring, fraud traffic analysis, blocks clicks from fraudulent sources, and quarantines dangerous IP addresses. This helps reduce wasted, fraudulent, or otherwise invalid traffic (*e.g.*, ads being seen by 'bots' or non-humans, ads not being viewable, etc.).

broadcast) outlets, including local and national newspapers, magazines, national wire services, television and radio broadcast media across the United States as well as over 4,000 websites, online databases, internet networks, and social networking media. The Informational Release was also issued to approximately 174 contacts in the Residential Real Estate industry.

36. The *Hispanic Newslne* reached over 1,900 Hispanic US general media contacts as well as up to 4,840 additional industry-specific Hispanic media contacts. The Hispanic release also included a guaranteed placement on 40+ Hispanic websites and/or news portals.

37. The Informational Release included the Settlement Website address and the toll-free telephone number. The Informational Release served a valuable role by providing additional notice exposures beyond that which was provided by the paid media. The Informational Release (in English and Spanish) is included as **Attachment 10**.

Top Class Actions Sponsorship

38. To build additional exposure, Epiq purchased a sponsorship through *Top Class Actions*. The *Top Class Actions* sponsorship includes multiple home page and website features, three newsletter features, a targeted email blast, social postings, and social video postings. The sponsorship schedule is provided in the table below with run dates that have already happened as well as upcoming run dates. Examples of the various features and social media posts are included as **Attachment 11**.

<i>Sponsorship Feature</i>	<i>2026 Run Dates</i>
Homepage Feature	August 7-14; September 4-11
Newsletter Feature	August 11
Email Blast	August 13, 17
Social Video	August 16; September 19; October 11
Social Post	August 11; September 10; October 6
Website Feature	August 21-28; September 18-25; October 9-16
Friday Newsletter Feature	October 2; October 9

CLAIM STIMULATION SUPPLEMENTAL MEDIA PLAN

39. To stimulate claim filing, supplemental Digital Notices are running on *Google Display Network* and *Yahoo Audience Network* in English and Spanish, as well as on *Facebook*, *Instagram*, *X (Twitter)*, and *Reddit* in English. The supplemental Media Plan is based on the results and insights from the initial Digital Notice efforts.

40. All supplemental Digital Notices appear on desktop, mobile, and tablet devices. Digital Notices on *Google Display Network*, *Yahoo Audience Network*, *Facebook*, *Instagram*, *X (Twitter)*, and *Reddit* are displayed nationwide. The supplemental Digital Notices are also targeted (remarketed) to people who click on a Digital Notice.

41. More details regarding the target audiences, specific ad sizes of the supplemental Digital Notices, and the number of planned impressions are included in the following table:

<i>Network/Property</i>	<i>Target</i>	<i>Language</i>	<i>Ad Size</i>	<i>Planned Impressions</i>
<i>Google Display Network</i>	Homeowners age 25-64 with Household Income of \$60k+	English & Spanish	728x90, 300x250, 300x600, 970x250	30,000,000
<i>Google Display Network</i>	Select Site Targeting ¹⁵ for Homeowner	English	728x90, 300x250, 300x600, 970x250	20,000,000
<i>Yahoo Audience Network</i>	Homeowners age 25-64 with Household Income of \$60k+	English & Spanish	728x90, 300x250, 300x600, 970x250	20,000,000
<i>Facebook</i>	Homeowners age 25-64 with Household Income of \$60k+	English & Spanish	Newsfeed & Right Hand Column	25,000,000
<i>Instagram</i>	Homeowners age 25-64 with Household Income of \$60k+	English & Spanish	Newsfeed	15,000,000
<i>X (Twitter)</i>	Homeowners age 25-64 with Household Income of \$60k+	English	Feed Ads	25,000,000

¹⁵ Select Sites include goodhousekeeping.com, hgtv.com, bhg.com, loveandrenovations.com, thespruce.com, homesandgardens.com, countryliving.com, southernliving.com, homedit.com, and familyhandyman.com, among others.

<i>Network/Property</i>	<i>Target</i>	<i>Language</i>	<i>Ad Size</i>	<i>Planned Impressions</i>
<i>Reddit</i>	Homeowners age 25-64 with Household Income of \$60k+	English	Feed Ads	10,000,000
<i>Reddit</i>	r/FirstTimeHomeBuyer, r/HomeAffordability, r/HouseBuyers, r/Mortgages, r/NewbHomeBuyer, r/RealEstate, r/RealEstateAdvice, r/RealEstateInvesting	English	Feed Ads	5,000,000
TOTAL				150,000,000

42. Combined, approximately 150 million impressions will be generated by the supplemental Digital Notices, which are targeted nationwide. The Digital Notices will run from September 24, 2026, through October 20, 2026. Examples of the supplemental Digital Notices are included as **Attachment 12**.

Supplemental Sponsored Search Listings

43. To stimulate claim filing, supplemental sponsored search listings were placed on *Google*. The sponsored search listings will run from September 24, 2026, through October 20, 2026. Examples of the supplemental sponsored search listing as displayed on *Google* are included as **Attachment 13**.

Settlement Website

44. Information regarding the Settlements is available on the Settlement Website (www.HomeBuyerSettlement.com). Relevant documents are posted on the Settlement Website, including the Settlement Agreements, Preliminary Approval Order, Claim Form, Long Form Notice, and other case-related documents. In addition, the Settlement Website includes relevant dates, answers to frequently asked questions (“FAQs”), instructions for how Settlement Class Members could opt-out (request exclusion) prior to the deadline, object to the Settlements prior to

the deadline, file a Claim Form, as well as contact information for the Settlement Administrator, and how to obtain other case-related information. Settlement Class Members are able to file a Claim Form on the Settlement Website. The Settlement Website address was prominently displayed in all Notice documents. As of October 7, 2026, there have been 1,095,142 unique sessions to the Settlement Website, and 3,051,854 web pages have been presented.

Toll-Free Telephone Number

45. On July 16, 2026, a toll-free telephone number (1-877-417-7662) was established for the Settlements. Callers are able to hear an introductory message, have the option to learn more about the Settlements in the form of recorded answers to FAQs, and to request that a Claim Package be mailed to them. Callers also have the option to speak with a live agent during normal business hours. This automated telephone system is available 24 hours per day, 7 days per week. The toll-free telephone number was prominently displayed in all Notice documents. As of October 7, 2026, there have been 1,915 calls to the toll-free telephone number representing 18,478 minutes of use, and service agents have handled 1,181 incoming calls representing 15,229 minutes of use and 467 outbound calls representing 1,422 minutes of use.

46. A postal mailing address and email address were established and continue to be available, allowing Settlement Class Members the opportunity to request additional information or ask questions.

Requests for Exclusion & Objections

47. The deadline to request exclusion from the Settlement or to object to the Settlement was September 17, 2026. As of October 7, 2026, Epiq has received 37 requests for exclusion. As of October 7, 2026, Epiq is aware of three objections to the Settlement, which are unrelated to noticing or settlement administration. The Exclusion Report is included as **Attachment 14**.

Claim Submission & Distribution Options

48. The Notices provided a detailed summary of relevant information about the Settlements, including the Settlement Website address, and how Settlement Class Members can submit a Claim Form online or by mail. With any method of filing a Claim Form, Settlement Class Members are given the option of receiving a digital payment or a traditional paper check. Epiq worked with the parties to select an appropriate menu of digital payment options. The type of digital payment selected does not impact Epiq's compensation for its work as Settlement Administrator, and no digital option is discouraged relative to other options.

49. The deadline for Settlement Class Members to submit a Claim Form is October 27, 2026. As of October 7, 2026, Epiq has received 132,406 Claim Forms (131,406 online and 1,000 paper). Since the October 27, 2026, Claim Deadline has not yet passed, these numbers are preliminary and are subject to change. As standard practice, Epiq is in the process of conducting a complete quality control review of Claim Forms received. There is a likelihood that after detailed review, the total number of Claim Forms received will change due to duplicate and denied Claim Forms.

CONCLUSION

50. In class action notice planning, execution, and analysis, we are guided by due process considerations under the United States Constitution, by federal and local rules and statutes, and further by case law pertaining to notice. This framework directs that the notice program be designed to reach the greatest practicable number of potential class members and, in a settlement class action notice situation such as this, that the notice or notice plan not limit knowledge of the availability of benefits—nor the ability to exercise other options—to class members in any way. All of these requirements were met in this case.

51. The Notice Plan reached approximately 85% of the Settlement Class with direct notice via email and a digital/internet notice program (digital notice and social media) with an

average frequency of 3.7 times each. The reach was further enhanced by internet sponsored search listings, an informational release, *Top Class Action* Sponsorship, a separate claim stimulation supplemental media plan, and a Settlement Website, which were not included in the reach calculation. In 2010, the Federal Judicial Center (“FJC”) issued a *Judges’ Class Action Notice and Claims Process Checklist and Plain Language Guide*, which is relied upon for federal cases. This Guide states that, “the lynchpin in an objective determination of the adequacy of a proposed notice effort is whether all the notice efforts together will reach a high percentage of the class. It is reasonable to reach between 70–95%.”¹⁶ Here, we have developed a Notice Plan that readily achieved a reach at the higher end of that standard.

52. The Notice Plan followed the guidance for satisfying due process obligations that a notice expert gleans from the United States Supreme Court’s seminal decisions, which emphasize the need: (a) to endeavor to actually inform the Settlement Class, and (b) to ensure that notice is reasonably calculated to do so.

- a) “[W]hen notice is a person’s due, process which is a mere gesture is not due process. The means employed must be such as one desirous of actually informing the absentee might reasonably adopt to accomplish it,” *Mullane v. Central Hanover Trust*, 339 U.S. 306, 315 (1950); and
- b) “[N]otice 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,” *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156 (1974) (citing *Mullane*, 339 U.S. at 314).

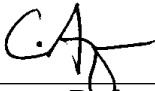
53. The Notice Plan as designed and implemented provided the best notice practicable under the circumstances, conformed to all aspects of Federal Rule of Civil Procedure 23 regarding notice, comported with the guidance for effective notice articulated in the Manual for Complex

¹⁶ FED. JUDICIAL CTR, JUDGES’ CLASS ACTION NOTICE AND CLAIMS PROCESS CHECKLIST AND PLAIN LANGUAGE GUIDE 3 (2010), available at <https://www.fjc.gov/content/judges-class-action-notice-and-claims-process-checklist-and-plain-language-guide-0>.

Litigation, Fourth and applicable FJC materials, and satisfied the requirements of due process, including its “desire to actually inform” requirement.

54. The Notice Plan schedule afforded enough time to provide full and proper notice to the Settlement Class Members before the opt-out and objection deadlines.

I declare under penalty of perjury that the foregoing is true and correct. Executed on October 7, 2026.



Cameron R. Azari, Esq.

Attachment 1

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

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

Plaintiff,

v.

AT WORLD PROPERTIES, LLC, an
Illinois Limited Liability Company,

Defendant.

Case No. 1:24-cv-00150

Related 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 KYLE S. BINGHAM ON IMPLEMENTATION OF CAFA NOTICE

I, KYLE S. BINGHAM, hereby declare and state as follows:

1. My name is KYLE S. BINGHAM. I am over the age of 25 and I have personal knowledge of the matters set forth herein, and I believe them to be true and correct.

2. I am the Senior Director of Legal Noticing for Epiq Class Action & Claims Solutions, Inc. (“Epiq”), a firm that specializes in designing, developing, analyzing and implementing large-scale, un-biased, legal notification plans. I have overseen and handled Class Action Fairness Act (“CAFA”) notice mailings for more than 500 class action settlements.

3. Epiq is a firm with more than 25 years of experience in claims processing and settlement administration. Epiq’s class action case administration services include coordination of all notice requirements, design of direct-mail notices, establishment of fulfillment services, receipt and processing of opt-outs, coordination with the United States Postal Service (“USPS”), claims database management, claim adjudication, funds management and distribution services.

4. The facts in this Declaration are based on what I personally know, as well as information provided to me in the ordinary course of my business by my colleagues at Epiq.

DECLARATION OF KYLE S. BINGHAM ON IMPLEMENTATION OF CAFA NOTICE

CAFA NOTICE IMPLEMENTATION

5. At the direction of counsel for Defendants At World Properties, LLC; Baird & Warner, Inc.; Real Estate One, Inc.; Silvercreek Realty Group LLC; Equity Realtors, L.L.C. d/b/a Equity Real Estate; NextHome, Inc.; Realty Executives Intl. Svcs. LLC; Shorewest Realtors, Inc.; Side, Inc.; Engel & Völkers Americas, Inc.; and Engel & Völkers GmbH, 57 federal and state officials (the Attorney General of the United States and the Attorneys General of each of the 50 states, the District of Columbia, and the United States Territories) were identified to receive CAFA notice.

6. Epiq maintains a list of these federal and state officials with contact information for the purpose of providing CAFA notice. Prior to mailing, the names and addresses selected from Epiq's list were verified, then run through the Coding Accuracy Support System ("CASS") maintained by the United States Postal Service ("USPS").¹

1. On October 23, 2025, Epiq sent 57 CAFA Notice Packages ("Notice"). The Notice was mailed via USPS Priority Mail to 53 officials (the Attorneys General of 47 states, the District of Columbia, and the United States Territories). As per the direction of the Office of the Nevada, New York, and Connecticut Attorneys General, the Notice was sent to the Nevada, New York, and Connecticut Attorneys General electronically via email. The Notice was also sent via United Parcel Service ("UPS") to the Attorney General of the United States. The CAFA Notice Service List (USPS Priority Mail, Email, and UPS) is included as **Attachment 1**.

2. The materials sent to the federal and state officials included a Cover Letter, which provided notice of the proposed Settlement of the above-captioned case. The Cover Letter is included as **Attachment 2**.

¹ CASS improves the accuracy of carrier route, 5-digit ZIP®, ZIP + 4® and delivery point codes that appear on mail pieces. The USPS makes this system available to mailing firms who want to improve the accuracy of postal codes, i.e., 5-digit ZIP®, ZIP + 4®, delivery point (DPCs), and carrier route codes that appear on mail pieces.

3. The cover letter was accompanied by a CD, which included the following:

a. **Per 28 U.S.C. § 1715(b)(1) – Complaint and Any Amended Complaints:**

- *Tuccori* Class Action Complaint (filed on December 8, 2023 and removed to federal court on January 5, 2024);
- *Maslanka* Class Action Complaint (filed on February 22, 2024 and removed to federal court on March 25, 2024);
- *Hartz* Class Action Complaint (filed on March 20, 2024 and removed to federal court on April 19, 2024);
- *Wallach* Class Action Complaint (filed on April 25, 2024) and First Amended Class Action Complaint (filed on July 11, 2024);
- *Zawislak* Class Action Complaint (filed on September 26, 2024) and First Amended Class Action Complaint (filed on January 21, 2025);
- *Lopez I* Class Action Complaint (filed on November 14, 2024);
- *Lopez II* Class Action Complaint (filed on April 17, 2025); and
- Plaintiffs’ Memorandum of Law in Support of Motion to Consolidate (*Tuccori*, Dkt. 53, filed on October 6, 2025).

b. **Per 28 U.S.C. § 1715(b)(4) – Class Action Settlement Agreement:** The following documents were included:

- Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Settlement, Certification of the Settlement Class, Appointment of Class Representatives and Settlement Class Counsel, and Appointment of Special Master for Mediation;
 - Class Action Settlement Agreement (*Exhibit A to the Plaintiffs’ Unopposed Motion*);
 - Opt-In Agreement (*Appendix A to the Settlement Agreement*);

- Addendums to Class Settlement Agreement (*Exhibit B to the Plaintiffs' Unopposed Motion*);
- Declaration of Judge James F. Holderman (Ret.);
- Declaration of Paul T. Geske in Support of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement;
- Declaration of Jonathan M. Jagher in Support of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement;
- Declaration of Cameron R. Azari, Esq. Regarding Notice Plan;
- Proposed Preliminary Approval Order; and
- Preliminary Approval Order dated October 16, 2025.

I declare under penalty of perjury that the foregoing is true and correct. Executed on October 31, 2025.



KYLE S. BINGHAM

Attachment 1

CAFA Notice Service List

USPS Priority Mail

Appropriate Official	FullName	Address1	Address2	City	State	Zip
Office of the Attorney General	Stephen J. Cox	1031 W 4th Ave	Suite 200	Anchorage	AK	99501
Office of the Attorney General	Steve Marshall	501 Washington Ave		Montgomery	AL	36104
Office of the Attorney General	Tim Griffin	323 Center St	Suite 200	Little Rock	AR	72201
Office of the Attorney General	Kris Mayes	2005 N Central Ave		Phoenix	AZ	85004
Office of the Attorney General	CAFA Coordinator	Consumer Protection Section	455 Golden Gate Ave Suite 11000	San Francisco	CA	94102
Office of the Attorney General	Phil Weiser	Ralph L Carr Colorado Judicial Center	1300 Broadway Fl 10	Denver	CO	80203
Office of the Attorney General	Brian Schwalb	400 6th St NW		Washington	DC	20001
Office of the Attorney General	Kathy Jennings	Carvel State Bldg	820 N French St	Wilmington	DE	19801
Office of the Attorney General	James Uthmeier	State of Florida	The Capitol PL-01	Tallahassee	FL	32399
Office of the Attorney General	Chris Carr	40 Capitol Square SW		Atlanta	GA	30334
Department of the Attorney General	Anne E Lopez	425 Queen St		Honolulu	HI	96813
Iowa Attorney General	Brenna Bird	Hoover State Office Building	1305 E Walnut St	Des Moines	IA	50319
Office of the Attorney General	Raul Labrador	700 W Jefferson St Ste 210	PO Box 83720	Boise	ID	83720
Office of the Attorney General	Kwame Raoul	500 South Second Street		Springfield	IL	62701
Office of the Indiana Attorney General	Todd Rokita	Indiana Government Center South	302 W Washington St Rm 5	Indianapolis	IN	46204
Office of the Attorney General	Kris Kobach	120 SW 10th Ave 2nd Fl		Topeka	KS	66612
Office of the Attorney General	Russell Coleman	700 Capitol Ave Suite 118		Frankfort	KY	40601
Office of the Attorney General	Liz Murrill	PO Box 94005		Baton Rouge	LA	70804
Office of the Attorney General	Andrea Campbell	1 Ashburton Pl 20th Fl		Boston	MA	02108
Office of the Attorney General	Anthony G Brown	200 St Paul Pl		Baltimore	MD	21202
Office of the Attorney General	Aaron Frey	6 State House Station		Augusta	ME	04333
Department of Attorney General	Dana Nessel	PO BOX 30212	525 W. Ottawa St.	Lansing	MI	48909
Office of the Attorney General	Keith Ellison	445 Minnesota St Ste 1400		St Paul	MN	55101
Missouri Attorney General's Office	Catherine Hanaway	207 West High Street	PO Box 899	Jefferson City	MO	65102
Mississippi Attorney General	Lynn Fitch	PO Box 220		Jackson	MS	39205
Office of the Attorney General	Austin Knudsen	215 N Sanders 3rd Fl	PO Box 201401	Helena	MT	59620
Attorney General's Office	Jeff Jackson	9001 Mail Service Ctr		Raleigh	NC	27699
Office of the Attorney General	Drew H Wrigley	600 E Boulevard Ave Dept 125		Bismarck	ND	58505
Nebraska Attorney General	Mike Hilgers	2115 State Capitol	PO Box 98920	Lincoln	NE	68509
Office of the Attorney General	John Formella	NH Department of Justice	33 Capitol St	Concord	NH	03301
Office of the Attorney General	Matthew J Platkin	25 Market Street	PO Box 080	Trenton	NJ	08625
Office of the Attorney General	Raul Torrez	408 Galisteo St	Villagra Bldg	Santa Fe	NM	87501
Office of the Attorney General	Dave Yost	30 E Broad St Fl 14		Columbus	OH	43215
Office of the Attorney General	Gentner Drummond	313 NE 21st St		Oklahoma City	OK	73105
Office of the Attorney General	Dan Rayfield	Oregon Department of Justice	1162 Court St NE	Salem	OR	97301
Office of the Attorney General	Dave Sunday	16th Fl Strawberry Square		Harrisburg	PA	17120
Office of the Attorney General	Peter F Neronha	150 S Main St		Providence	RI	02903
Office of the Attorney General	Alan Wilson	PO Box 11549		Columbia	SC	29211
Office of the Attorney General	Marty Jackley	1302 E Hwy 14 Ste 1		Pierre	SD	57501
Office of the Attorney General	Jonathan Skrmetti	PO Box 20207		Nashville	TN	37202
Office of the Attorney General	Ken Paxton	PO Box 12548		Austin	TX	78711
Office of the Attorney General	Derek Brown	Utah State Capitol Complex	350 North State Street Ste 230	Salt Lake City	UT	84114
Office of the Attorney General	Jason S Miyares	202 N 9th St		Richmond	VA	23219
Office of the Attorney General	Charity R Clark	109 State St		Montpelier	VT	05609
Office of the Attorney General	Nick Brown	800 5th Ave Ste 2000		Seattle	WA	98104
Office of the Attorney General	Josh Kaul	PO Box 7857		Madison	WI	53707
Office of the Attorney General	JB McCuskey	State Capitol Complex Bldg 1 Room E 26	1900 Kanawha Blvd E	Charleston	WV	25305
Office of the Attorney General	Keith Kautz	109 State Capital		Cheyenne	WY	82002
Department of Legal Affairs	Gwen Tauiliili-Langkilde	GHC Reid Building, Pago Plaza, 2d flr, Room 220	Territory of American Samoa	Pago Pago	AS	96799
Attorney General Office of Guam	Douglas Moylan	ITC Bldg.	590 S Marine Corps Dr Ste 901	Tamuning	GU	96913
Office of the Attorney General	Edward Manibusan	PO Box 10007		Saipan	MP	96950
PR Department of Justice	Lourdes L. Gomez Torres	PO Box 9020192		San Juan	PR	00902
Department of Justice	Gordon C. Rhea	3438 Kronprindsens Gade	GERS BLDG 2nd Floor	St Thomas	VI	00802

CAFA Notice Service List**Email**

Appropriate Official	Contact Format	State
Office of the Attorney General for Connecticut	All documents sent to CT AG at their dedicated CAFA email inbox.	CT
Office of the Attorney General for Nevada	All documents sent to NV AG at their dedicated CAFA email inbox.	NV
Office of the Attorney General for New York	All documents sent to NY AG at their dedicated CAFA email inbox.	NY

CAFA Notice Service List

UPS

Appropriate Official	FullName	Address1	Address2	City	State
US Department of Justice	Pamela Bondi	950 Pennsylvania Ave NW		Washington	DC

Attachment 2

CAFA NOTICE ADMINISTRATOR

10300 SW Allen Blvd

Beaverton, OR 97005

P 503-350-5800

DL-CAFA@epiqglobal.com

October 23, 2025

VIA UPS OR USPS PRIORITY MAIL

Class Action Fairness Act – Notice to Federal and State Officials

Dear Federal and State Officials:

Pursuant to the Class Action Fairness Act of 2005 (“CAFA”), codified at 28 U.S.C. § 1715, please find enclosed information from Defendants At World Properties, LLC; Baird & Warner, Inc.; Real Estate One, Inc.; Silvercreek Realty Group LLC; Equity Realtors, L.L.C. d/b/a Equity Real Estate; NextHome, Inc.; Realty Executives Intl. Svcs. LLC; Shorewest Realtors, Inc.; Side, Inc.; Engel & Völkers Americas, Inc.; and Engel & Völkers GmbH (collectively “Defendants”) relating to the proposed settlement of a class action lawsuit.

- **Case:** *James Tuccori et al. v. At World Properties, LLC.*, Case No. 1:24-cv-00150, which has been deemed related with *Maslanka et al. v. Baird & Warner, Inc.*, No. 1:24-cv-02399; *Hartz v. Real Estate One, Inc.*, No. 1:24-cv-03160; *Wallach et al. v. Silvercreek Realty Group LLC*, No. 1:24-cv-3356; *Zawislak et al. v. Equity Realtors L.L.C. d/b/a Equity Real Estate et al.*, No. 24-cv-9039; *Lopez v. NextHome, Inc. et al.*, No. 24-cv-11735 (*Lopez I*); and *Lopez v. Jennifer Ames Chicago, Inc.*, No. 1:25-cv-04207 (*Lopez II*).
- **Court:** United States District Court for the Northern District of Illinois, Eastern Division.
- **Defendants:** At World Properties, LLC; Baird & Warner, Inc.; Real Estate One, Inc.; Silvercreek Realty Group LLC; Equity Realtors, L.L.C. d/b/a Equity Real Estate; NextHome, Inc.; Realty Executives Intl. Svcs. LLC; Shorewest Realtors, Inc.; Side, Inc.; Engel & Völkers Americas, Inc.; and Engel & Völkers GmbH.
- **Documents Enclosed:** In accordance with the requirements of 28 U.S.C. § 1715, please find copies of the following documents associated with this action on the enclosed CD:

1. Per 28 U.S.C. § 1715(b)(1) – Complaint and Any Amended Complaints:

- *Tuccori* Class Action Complaint (filed on December 8, 2023 and removed to federal court on January 5, 2024)
- *Maslanka* Class Action Complaint (filed on February 22, 2024 and removed to federal court on March 25, 2024)
- *Hartz* Class Action Complaint (filed on March 20, 2024 and removed to federal court on April 19, 2024)
- *Wallach* Class Action Complaint (filed on April 25, 2024) and First Amended Class Action Complaint (filed on July 11, 2024)
- *Zawislak* Class Action Complaint (filed on September 26, 2024) and First Amended Class Action Complaint (filed on January 21, 2025)
- *Lopez I* Class Action Complaint (filed on November 14, 2024)

CAFA NOTICE ADMINISTRATOR

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P 503-350-5800

DL-CAFA@epiqglobal.com

- *Lopez II* Class Action Complaint (filed on April 17, 2025)
 - Plaintiffs have moved to consolidate these cases and file a consolidated amended complaint (*Tuccori*, Dkt. 53, filed on October 6, 2025)
2. **Per 28 U.S.C. § 1715(b)(2) – Notice of Any Scheduled Judicial Hearing:** The Court has granted preliminary approval but has not yet scheduled a final approval hearing or any other judicial hearing concerning the settlement agreement at this time.
 3. **Per 28 U.S.C. § 1715(b)(3) – Notification to Class Members:** Per section 51 of the Settlement Agreement, Plaintiffs, no later than 30 days after all settlements with Opt-In Settlers have been ordered preliminarily approved by the Court, shall submit to the Court a motion for authorization to disseminate notice of the Settlement and any settlements with Opt-In Settlers to the Settlement Class (the “Notice Motion”). If, however, any settlements with Opt-In Settlers are denied preliminary approval, Plaintiffs shall instead submit the Notice Motion no later than 45 days, but not earlier than 31 days, after the Court has decided all motions seeking preliminary approval of settlements with Opt-In Settlers. The Notice Motion shall include a proposed form of, method for, and dates of dissemination of notice (the “Notice Plan”).
 4. **Per 28 U.S.C. § 1715(b)(4) – Class Action Settlement Agreement:** The following documents are included:
 - Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Settlement, Certification of the Settlement Class, Appointment of Class Representatives and Settlement Class Counsel, and Appointment of Special Master for Mediation;
 - Class Action Settlement Agreement (*Exhibit A to the Plaintiffs’ Unopposed Motion*);
 - Opt-In Agreement (*Appendix A to the Settlement Agreement*);
 - Addendums to Class Settlement Agreement (*Exhibit B to the Plaintiffs’ Unopposed Motion*);
 - Declaration of Judge James F. Holderman (Ret.);
 - Declaration of Paul T. Geske in Support of Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement;
 - Declaration of Jonathan M. Jagher in Support of Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement;
 - Declaration of Cameron R. Azari, Esq. Regarding Notice Plan;
 - Proposed Preliminary Approval Order; and
 - Preliminary Approval Order dated October 16, 2025.
 5. **Per 28 U.S.C. § 1715(b)(5) – Any Settlement or Other Agreements:** There are no other Settlements or Agreements between the parties.
 6. **Per 28 U.S.C. § 1715(b)(6) – Final Judgment or Notice of Dismissal:** To date, the Court has not issued a final order, judgment or dismissal in the above-referenced action.

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10300 SW Allen Blvd

Beaverton, OR 97005

P 503-350-5800

DL-CAFA@epiqglobal.com

7. **Per 28 U.S.C. § 1715(b)(7) – Estimate of Class Members:** The Settlement Class is defined as: 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 Period. Notwithstanding the foregoing, 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 or Keel, 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.

At this time, Defendants cannot feasibly determine the names of the class members residing in each state, and therefore cannot feasibly estimate the proportionate share of the claims of such members to the entire settlement pursuant to 28 U.S.C. §1715(b)(7)(A) and (B).

8. **Per 28 U.S.C. § 1715(b)(8) – Judicial Opinions Related to the Settlement:** To date, the Court has not issued a final order or judgment in the above-referenced action.

If you have questions or concerns about this notice or the enclosed materials, please contact this office.

Sincerely,

CAFA Notice Administrator

Enclosures

Attachment 2

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

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

Plaintiffs,

v.

AT WORLD PROPERTIES, LLC, an
Illinois Limited Liability Company,

Defendant.

Case No. 1:24-cv-00150

Related 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

**SUPPLEMENTAL DECLARATION OF KYLE S. BINGHAM ON IMPLEMENTATION
OF CAFA NOTICE**

I, KYLE S. BINGHAM, hereby declare and state as follows:

1. My name is KYLE S. BINGHAM. I am over the age of 25 and I have personal knowledge of the matters set forth herein, and I believe them to be true and correct.

2. I am the Senior Director of Legal Noticing for Epiq Class Action & Claims Solutions, Inc. (“Epiq”), a firm that specializes in designing, developing, analyzing and implementing large-scale, un-biased, legal notification plans. I have overseen and handled Class Action Fairness Act (“CAFA”) notice mailings for more than 600 class action settlements.

3. Epiq is a firm with more than 25 years of experience in claims processing and settlement administration. Epiq’s class action case administration services include coordination of all notice requirements, design of direct-mail notices, establishment of fulfillment services, receipt and processing of opt-outs, coordination with the United States Postal Service (“USPS”), claims database management, claim adjudication, funds management and distribution services.

4. Previously, I executed the Declaration of Kyle S. Bingham on the Implementation of CAFA Notice on October 31, 2025, which described the CAFA Notice mailing sent on October 23, 2025. Additionally, I previously executed the Supplemental Declaration of Kyle S. Bingham on the Implementation of CAFA Notice on March 6, 2026, which described the CAFA Notice mailing sent on March 5, 2026.

5. The facts in this Declaration are based on what I personally know, as well as information provided to me in the ordinary course of my business by my colleagues at Epiq.

CAFA NOTICE IMPLEMENTATION

6. At the direction of counsel for Additional Opt-in Settlers Hanna Holdings, Inc., Douglas Elliman Inc., HomeSmart International, LLC, The National Association of Realtors®, HomeServices of America, Inc., BHH Affiliates, LLC, and HSF Affiliates LLC, Compass, Inc., eXp World Holdings, Inc., Fathom Realty, LLC, Realty ONE Group Inc. and Kempa and Associates LLC d/b/a Realty ONE Group Excel, Umro Realty Corp d/b/a The Agency, and United Real Estate Holdings, LLC d/b/a United Real Estate Group , 57 federal and state officials (the Attorney General of the United States and the Attorneys General of each of the 50 states, the District of Columbia, and United States Territories) were identified to receive CAFA notice.

7. Epiq maintains a list of these federal and state officials with contact information for the purpose of providing CAFA notice. Prior to mailing, the names and addresses selected from Epiq's list were verified, then run through the Coding Accuracy Support System ("CASS") maintained by the United States Postal Service ("USPS").¹

8. On May 28, 2026, Epiq sent 57 CAFA Notice Packages ("Notice"). The Notice was mailed via USPS Priority Mail to 52 officials (the Attorneys General of 46 states, the

¹ CASS improves the accuracy of carrier route, 5-digit ZIP®, ZIP + 4® and delivery point codes that appear on mail pieces. The USPS makes this system available to mailing firms who want to improve the accuracy of postal codes, i.e., 5-digit ZIP®, ZIP + 4®, delivery point (DPCs), and carrier route codes that appear on mail pieces.

District of Columbia, and United States Territories). As per the direction of the Office of the Alaska, Nevada, New York, and Connecticut Attorneys General, the Notice was sent to the Alaska, Nevada, New York, and Connecticut Attorneys General electronically via email. The Notice was also sent via United Parcel Service (“UPS”) to the Attorney General of the United States. The CAFA Notice Service List (USPS Priority Mail, Email, and UPS) is included as **Attachment 1**.

9. The materials sent to the federal and state officials included a Cover Letter, which provided notice of the proposed Settlement of the above-captioned case. The Cover Letter is included as **Attachment 2**.

10. The cover letter was accompanied by a CD, which included the following:

a. **Per 28 U.S.C. § 1715(b)(1) – Complaint and Any Amended Complaints:**

- *Tuccori* Class Action Complaint (filed on December 8, 2023 and removed to federal court on January 5, 2024);
- *Maslanka* Class Action Complaint (filed on February 22, 2024 and removed to federal court on March 25, 2024);
- *Hartz* Class Action Complaint (filed on March 20, 2024 and removed to federal court on April 19, 2024);
- *Wallach* Class Action Complaint (filed on April 25, 2024) and First Amended Class Action Complaint (filed on July 11, 2024);
- *Zawislak* Class Action Complaint (filed on September 26, 2024) and First Amended Class Action Complaint (filed on January 21, 2025);
- *Lopez I* Class Action Complaint (filed on November 14, 2024);
- *Lopez II* Class Action Complaint (filed on April 17, 2025);
- Consolidated Class Action Complaint (filed November 5, 2025);

- First Amended Consolidated Class Action Complaint (filed February 23, 2026); and
 - Second Amended Consolidated Class Action Complaint (filed May 18, 2026).
- b. **Per 28 U.S.C. § 1715(b)(4) – Class Action Settlement Agreement:** The following documents were included:
- Class Action Settlement Agreement;
 - Plaintiffs’ Second Unopposed Motion and Memorandum in Support of Preliminary Approval of Settlements with Parties Opting into the Court Approved Class Settlement Agreement;
 - Second Supplemental Declaration of Special Master for Mediation Judge James F. Holderman (Ret.) (*Exhibit A to Plaintiffs’ Second Unopposed Motion*);
 - Declaration of Paul T. Geske in Support of Plaintiffs’ Second Motion for Preliminary Approval of Settlements with Parties Opting into the Court Approved Class Settlement Agreement (*Exhibit B to Plaintiffs’ Second Unopposed Motion*);
 - Opt- In Agreement with Hanna Holdings, Inc. (*Exhibit 1 to the Geske Declaration*);
 - Opt- In Agreement with Douglas Elliman Inc. (*Exhibit 2 to the Geske Declaration*);
 - Opt- In Agreement with HomeSmart International, LLC (*Exhibit 3 to the Geske Declaration*);
 - Opt- In Agreement with The National Association of Realtors® (*Exhibit 4 to the Geske Declaration*);

- Opt- In Agreement with HomeServices of America, Inc., BHH Affiliates, LLC, and HSF Affiliates LLC (*Exhibit 5 to the Geske Declaration*);
- Opt- In Agreement with Compass, Inc. (*Exhibit 6 to the Geske Declaration*);
- Opt- In Agreement with eXp World Holdings, Inc. (*Exhibit 7 to the Geske Declaration*);
- Opt- In Agreement with Fathom Realty, LLC. (*Exhibit 8 to the Geske Declaration*);
- Opt- In Agreement with Realty ONE Group Inc. and Kempa and Associates LLC d/b/a Realty ONE Group Excel (*Exhibit 9 to the Geske Declaration*);
- Opt- In Agreement with Umro Realty Corp d/b/a The Agency (*Exhibit 10 to the Geske Declaration*);
- Opt- In Agreement with United Real Estate Holdings, LLC d/b/a United Real Estate Group (*Exhibit 11 to the Geske Declaration*); and
- Supplemental Declaration of Cameron R. Azari, Esq. Regarding Notice Plan (*Exhibit C to Plaintiffs' Second Unopposed Motion*).

I declare under penalty of perjury that the foregoing is true and correct. Executed on June 30, 2026.



KYLE S. BINGHAM

Attachment 1

CAFA Notice Service List

USPS Priority Mail

Appropriate Official	FullName	Address1	Address2	City	State	Zip
Office of the Attorney General	Steve Marshall	501 Washington Ave		Montgomery	AL	36104
Office of the Attorney General	Tim Griffin	323 Center St	Suite 200	Little Rock	AR	72201
Office of the Attorney General	Kris Mayes	2005 N Central Ave		Phoenix	AZ	85004
Office of the Attorney General	CAFA Coordinator	Consumer Protection Section	455 Golden Gate Ave Suite 11000	San Francisco	CA	94102
Office of the Attorney General	Phil Weiser	Ralph L Carr Colorado Judicial Center	1300 Broadway Fl 10	Denver	CO	80203
Office of the Attorney General	Brian Schwalb	400 6th St NW		Washington	DC	20001
Office of the Attorney General	Kathy Jennings	Carvel State Bldg	820 N French St	Wilmington	DE	19801
Office of the Attorney General	James Uthmeier	State of Florida	The Capitol PL-01	Tallahassee	FL	32399
Office of the Attorney General	Chris Carr	40 Capitol Square SW		Atlanta	GA	30334
Department of the Attorney General	Anne E Lopez	425 Queen St		Honolulu	HI	96813
Iowa Attorney General	Brenna Bird	Hoover State Office Building	1305 E Walnut St	Des Moines	IA	50319
Office of the Attorney General	Raul Labrador	700 W Jefferson St Ste 210	PO Box 83720	Boise	ID	83720
Office of the Attorney General	Kwame Raoul	500 South Second Street		Springfield	IL	62701
Office of the Indiana Attorney General	Todd Rokita	Indiana Government Center South	302 W Washington St Rm 5	Indianapolis	IN	46204
Office of the Attorney General	Kris Kobach	120 SW 10th Ave 2nd Fl		Topeka	KS	66612
Office of the Attorney General	Russell Coleman	700 Capitol Ave Suite 118		Frankfort	KY	40601
Office of the Attorney General	Liz Murrill	PO Box 94005		Baton Rouge	LA	70804
Office of the Attorney General	Andrea Campbell	1 Ashburton Pl 20th Fl		Boston	MA	02108
Office of the Attorney General	Anthony G Brown	200 St Paul Pl		Baltimore	MD	21202
Office of the Attorney General	Aaron Frey	6 State House Station		Augusta	ME	04333
Department of Attorney General	Dana Nessel	PO BOX 30212	525 W. Ottawa St.	Lansing	MI	48909
Office of the Attorney General	Keith Ellison	445 Minnesota St Ste 1400		St Paul	MN	55101
Missouri Attorney General's Office	Catherine Hanaway	207 West High Street	PO Box 899	Jefferson City	MO	65102
Mississippi Attorney General	Lynn Fitch	PO Box 220		Jackson	MS	39205
Office of the Attorney General	Austin Knudsen	215 N Sanders 3rd Fl	PO Box 201401	Helena	MT	59620
Attorney General's Office	Jeff Jackson	9001 Mail Service Ctr		Raleigh	NC	27699
Office of the Attorney General	Drew H Wrigley	600 E Boulevard Ave Dept 125		Bismarck	ND	58505
Nebraska Attorney General	Mike Hilgers	2115 State Capitol	PO Box 98920	Lincoln	NE	68509
Office of the Attorney General	John Formella	NH Department of Justice	33 Capitol St	Concord	NH	03301
Office of the Attorney General	Jennifer Davenport	25 Market Street	PO Box 080	Trenton	NJ	08625
Office of the Attorney General	Raul Torrez	408 Galisteo St	Villagra Bldg	Santa Fe	NM	87501
Office of the Attorney General	Dave Yost	30 E Broad St Fl 14		Columbus	OH	43215
Office of the Attorney General	Gentner Drummond	313 NE 21st St		Oklahoma City	OK	73105
Office of the Attorney General	Dan Rayfield	Oregon Department of Justice	1162 Court St NE	Salem	OR	97301
Office of the Attorney General	Dave Sunday	16th Fl Strawberry Square		Harrisburg	PA	17120
Office of the Attorney General	Peter F Neronha	150 S Main St		Providence	RI	02903
Office of the Attorney General	Alan Wilson	PO Box 11549		Columbia	SC	29211
Office of the Attorney General	Marty Jackley	1302 E Hwy 14 Ste 1		Pierre	SD	57501
Office of the Attorney General	Jonathan Skrmetti	PO Box 20207		Nashville	TN	37202
Office of the Attorney General	Ken Paxton	PO Box 12548		Austin	TX	78711
Office of the Attorney General	Derek Brown	Utah State Capitol Complex	350 North State Street Ste 230	Salt Lake City	UT	84114
Office of the Attorney General	Jay Jones	202 N 9th St		Richmond	VA	23219
Office of the Attorney General	Charity R Clark	109 State St		Montpelier	VT	05609
Office of the Attorney General	Nick Brown	800 5th Ave Ste 2000		Seattle	WA	98104
Office of the Attorney General	Josh Kaul	PO Box 7857		Madison	WI	53707
Office of the Attorney General	John B McCuskey	State Capitol Complex Bldg 1 Room E 26	1900 Kanawha Blvd E	Charleston	WV	25305
Office of the Attorney General	Keith Kautz	109 State Capital		Cheyenne	WY	82002
Department of Legal Affairs	Gwen Tauiliili-Langkilde	PO Box 7		Pago Pago	AS	96799
Attorney General Office of Guam	Douglas Moylan	ITC Bldg.	590 S Marine Corps Dr Ste 901	Tamuning	GU	96913
Office of the Attorney General	Edward Manibusan	PO Box 10007		Saipan	MP	96950
PR Department of Justice	Lourdes L. Gomez Torres	PO Box 9020192		San Juan	PR	00902
Department of Justice	Gordon C. Rhea	3438 Kronprindsens Gade Ste 2	GERS BLDG	St Thomas	VI	00802

Email

Appropriate Official	Contact Format	State
Office of the Attorney General for Alaska	All documents sent to AK AG at their dedicated CAFA email inbox.	AK
Office of the Attorney General for Connecticut	All documents sent to CT AG at their dedicated CAFA email inbox.	CT
Office of the Attorney General for Nevada	All documents sent to NV AG at their dedicated CAFA email inbox.	NV
Office of the Attorney General for New York	All documents sent to NY AG at their dedicated CAFA email inbox.	NY

CAFA Notice Service List

UPS

Appropriate Official	FullName	Address1	Address2	City	State	Zip
US Department of Justice	Attorney General	950 Pennsylvania Ave NW		Washington	DC	20530

Attachment 2

CAFA NOTICE ADMINISTRATOR

10300 SW Allen Blvd

Beaverton, OR 97005

P 503-350-5800

DL-CAFA@epiqglobal.com

May 28, 2026

VIA UPS OR USPS PRIORITY MAIL

Class Action Fairness Act – Notice to Federal and State Officials

Dear Federal and State Officials:

Pursuant to the Class Action Fairness Act of 2005 (“CAFA”), codified at 28 U.S.C. § 1715, please find enclosed information from Hanna Holdings, Inc., Douglas Elliman Inc., HomeSmart International, LLC, The National Association of Realtors®, HomeServices of America, Inc., BHH Affiliates, LLC, and HSF Affiliates LLC, Compass, Inc., eXp World Holdings, Inc., Fathom Realty, LLC, Realty ONE Group Inc. and Kempa and Associates LLC d/b/a Realty ONE Group Excel, Umro Realty Corp d/b/a The Agency, and United Real Estate Holdings, LLC d/b/a United Real Estate Group (collectively “Opt-in Settlers”) relating to the proposed settlement of a class action lawsuit. On October 16, 2025, the Court approved an initial group of settlements with certain named defendants in the below-listed case, which settlement included a procedure for other named defendants and non-defendants to opt into the same settlement agreement. Pursuant to that procedure, the Opt-in Settlers have entered into Opt-In Settlement Agreements.

Your office previously received Class Action Fairness Act Notices sent on October 23, 2025, and on March 5, 2026, in connection with the case noted below. This is a follow-up notice in connection with a Second Amended Consolidated Class Action Complaint and the additional Opt-In Settlement Agreements.

- **Case:** *James Tuccori et al. v. At World Properties, LLC*, Case No. 1:24-cv-00150, which has been deemed related and consolidated with *Maslanka et al. v. Baird & Warner, Inc.*, No. 1:24-cv-02399; *Hartz v. Real Estate One, Inc.*, No. 1:24-cv-03160; *Wallach et al. v. Silvercreek Realty Group LLC*, No. 1:24-cv-3356; *Zawislak et al. v. Equity Realtors L.L.C. d/b/a Equity Real Estate et al.*, No. 24-cv-9039; *Lopez v. NextHome, Inc. et al.*, No. 24-cv-11735 (*Lopez I*); *Lopez v. Jennifer Ames Chicago, Inc.*, No. 1:25-cv-04207 (*Lopez II*).
- **Court:** United States District Court for the Northern District of Illinois, Eastern Division.
- **Additional Opt-in Settlers:** Hanna Holdings, Inc., Douglas Elliman Inc., HomeSmart International, LLC, The National Association of Realtors®, HomeServices of America, Inc., BHH Affiliates, LLC, and HSF Affiliates LLC, Compass, Inc., eXp World Holdings, Inc., Fathom Realty, LLC, Realty ONE Group Inc. and Kempa and Associates LLC d/b/a Realty ONE Group Excel, Umro Realty Corp d/b/a The Agency, and United Real Estate Holdings, LLC d/b/a United Real Estate Group.
- **Documents Enclosed:** In accordance with the requirements of 28 U.S.C. § 1715, please find copies of the following documents associated with this action on the enclosed CD:

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1. Per 28 U.S.C. § 1715(b)(1) – Complaint and Any Amended Complaints:

- *Tuccori* Class Action Complaint (filed on December 8, 2023 and removed to federal court on January 5, 2024);
- *Maslanka* Class Action Complaint (filed on February 22, 2024 and removed to federal court on March 25, 2024);
- *Hartz* Class Action Complaint (filed on March 20, 2024 and removed to federal court on April 19, 2024);
- *Wallach* Class Action Complaint (filed on April 25, 2024) and First Amended Class Action Complaint (filed on July 11, 2024);
- *Zawislak* Class Action Complaint (filed on September 26, 2024) and First Amended Class Action Complaint (filed on January 21, 2025);
- *Lopez I* Class Action Complaint (filed on November 14, 2024);
- *Lopez II* Class Action Complaint (filed on April 17, 2025);
- Consolidated Class Action Complaint (filed November 5, 2025);
- First Amended Consolidated Class Action Complaint (filed February 23, 2026); and
- Second Amended Consolidated Class Action Complaint (filed May 18, 2026).

2. Per 28 U.S.C. § 1715(b)(2) – Notice of Any Scheduled Judicial Hearing: The Court granted preliminary approval of the initial settlement on October 16, 2025 and set April 13, 2026, as the end of the Opt-In Period. No other hearings concerning the settlement agreement have been scheduled at this time.

3. Per 28 U.S.C. § 1715(b)(3) – Notification to Class Members: Per section 51 of the Settlement Agreement, Plaintiffs, no later than 30 days after all settlements with Opt-In Settlers have been ordered preliminarily approved by the Court, shall submit to the Court a motion for authorization to disseminate notice of the Settlement and any settlements with Opt-In Settlers to the Settlement Class (the “Notice Motion”). If, however, any settlements with Opt-In Settlers are denied preliminary approval, Plaintiffs shall instead submit the Notice Motion no later than 45 days, but not earlier than 31 days, after the Court has decided all motions seeking preliminary approval of settlements with Opt-In Settlers. The Notice Motion shall include a proposed form of, method for, and dates of dissemination of notice (the “Notice Plan”).

4. Per 28 U.S.C. § 1715(b)(4) – Class Action Settlement Agreement: The following documents are included:

- Class Action Settlement Agreement;

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- Plaintiffs' Second Unopposed Motion and Memorandum in Support of Preliminary Approval of Settlements with Parties Opting into the Court Approved Class Settlement Agreement;
 - Second Supplemental Declaration of Special Master for Mediation Judge James F. Holderman (Ret.) (*Exhibit A to Plaintiffs' Second Unopposed Motion*);
 - Declaration of Paul T. Geske in Support of Plaintiffs' Second Motion for Preliminary Approval of Settlements with Parties Opting into the Court Approved Class Settlement Agreement (*Exhibit B to Plaintiffs' Second Unopposed Motion*);
 - Opt- In Agreement with Hanna Holdings, Inc. (*Exhibit 1 to the Geske Declaration*);
 - Opt- In Agreement with Douglas Elliman Inc. (*Exhibit 2 to the Geske Declaration*);
 - Opt- In Agreement with HomeSmart International, LLC (*Exhibit 3 to the Geske Declaration*);
 - Opt- In Agreement with The National Association of Realtors® (*Exhibit 4 to the Geske Declaration*);
 - Opt- In Agreement with HomeServices of America, Inc., BHH Affiliates, LLC, and HSF Affiliates LLC (*Exhibit 5 to the Geske Declaration*);
 - Opt- In Agreement with Compass, Inc. (*Exhibit 6 to the Geske Declaration*);
 - Opt- In Agreement with eXp World Holdings, Inc. (*Exhibit 7 to the Geske Declaration*);
 - Opt- In Agreement with Fathom Realty, LLC. (*Exhibit 8 to the Geske Declaration*);
 - Opt- In Agreement with Realty ONE Group Inc. and Kempa and Associates LLC d/b/a Realty ONE Group Excel (*Exhibit 9 to the Geske Declaration*);
 - Opt- In Agreement with Umro Realty Corp d/b/a The Agency (*Exhibit 10 to the Geske Declaration*);
 - Opt- In Agreement with United Real Estate Holdings, LLC d/b/a United Real Estate Group (*Exhibit 11 to the Geske Declaration*); and
 - Supplemental Declaration of Cameron R. Azari, Esq. Regarding Notice Plan (*Exhibit C to Plaintiffs' Second Unopposed Motion*).
5. **Per 28 U.S.C. § 1715(b)(5) – Any Settlement or Other Agreements:** There are no other Settlements or Agreements between the parties.

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6. **Per 28 U.S.C. § 1715(b)(6) – Final Judgment or Notice of Dismissal:** To date, the Court has not issued a final order, judgment or dismissal in the above-referenced action.
7. **Per 28 U.S.C. § 1715(b)(7) – Estimate of Class Members:** The Settlement Class is defined as: 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 Period. Notwithstanding the foregoing, 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 or Keel, 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.

At this time, Defendants cannot feasibly determine the names of the class members residing in each state, and therefore cannot feasibly estimate the proportionate share of the claims of such members to the entire settlement pursuant to 28 U.S.C. §1715(b)(7)(A) and (B).

8. **Per 28 U.S.C. § 1715(b)(8) – Judicial Opinions Related to the Settlement:** To date, the Court has not issued a final order or judgment in the above-referenced action.

If you have questions or concerns about this notice or the enclosed materials, please contact this office.

Sincerely,

CAFA Notice Administrator

Enclosures

Attachment 3

From: Homebuyer Antitrust Litigation <homebuyersettlement@e.epiqnotice.com>
To: [REDACTED]
Subject: Homebuyer Antitrust Litigation Settlement Notice

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 October 27, 2026.

Submit Your Claim

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 no Court or jury has 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 **October 27, 2026** 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 September 17, 2026. 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 September 17, 2026. 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 1-877-417-7662.

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 November 2, 2026, 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

[La versión en español de este Aviso está disponible aquí.](#)

If [REDACTED] should not be subscribed or if you need to change your subscription information for Tuccori v. At World Properties, [please use this preferences page.](#)

Tuccori v. At World Properties is located at PO Box 4258 97208-4258.

AM964_v03

Attachment 4

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 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: October 27, 2026
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: September 17, 2026
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: September 17, 2026
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.	

Questions? Go to www.HomebuyerSettlement.com or call 1-877-417-7662

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.

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Questions? Go to www.HomebuyerSettlement.com or call 1-877-417-7662

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.

Questions? Go to www.HomebuyerSettlement.com or call 1-877-417-7662

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

Questions? Go to www.HomebuyerSettlement.com or call 1-877-417-7662

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

Questions? Go to www.HomebuyerSettlement.com or call 1-877-417-7662

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 **October 27, 2026**. You may submit your claim online at the Settlement Website by **October 27, 2026** 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 1-877-417-7662 or by writing to:

Homebuyer Antitrust Litigation
Settlement Administrator
PO Box 4258
Portland, OR 97208-4258

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.

Questions? Go to www.HomebuyerSettlement.com or call 1-877-417-7662

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 4258
Portland, OR 97208-4258

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

Questions? Go to www.HomebuyerSettlement.com or call 1-877-417-7662

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 September 17, 2026**:

Homebuyer Antitrust Litigation
Settlement Administrator
PO Box 4258
Portland, OR 97208-4258

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.

Questions? Go to www.HomebuyerSettlement.com or call 1-877-417-7662

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 **September 17, 2026**, 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 **September 17, 2026**.

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 Matthew W. Ruan 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 Chicago, IL 60601	Matthew M. Collette Massey & Gail LLP The Wharf, 1000 Maine Ave. SW, Suite 450, Washington, DC 20024	<i>Homebuyer Antitrust Litigation</i> Settlement Administrator PO Box 4258 Portland, OR 97208-4258

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.

Questions? Go to www.HomebuyerSettlement.com or call 1-877-417-7662

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 has 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 **November 2, 2026, at 9:30 a.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

Questions? Go to www.HomebuyerSettlement.com or call 1-877-417-7662

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 Intent to Appear must be filed with the Court by **September 17, 2026**, and served on Class Counsel and Defendants' Counsel, by U.S. mail or private courier (such as Federal Express) by **September 17, 2026**, 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 1-877-417-7662, or by writing to:

Homebuyer Antitrust Litigation
Settlement Administrator
PO Box 4258
Portland, OR 97208-4258

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.

Questions? Go to www.HomebuyerSettlement.com or call 1-877-417-7662

**NOTIFICACIÓN OFICIAL DEL ACUERDO ANTIMONOPOLIO
PARA COMPRADORES DE VIVIENDA**

Tuccori v. At World Properties, LLC, n.º 1:24-cv-00150 (N.D. Ill.)

Si usted compró una casa que figuraba en un Servicio de Anuncio Múltiple (Multiple Listing Service, MLS) en los Estados Unidos, y se pagó una comisión a cualquier agencia inmobiliaria como parte de la transacción, es posible que tenga derecho a un pago en efectivo proveniente de una conciliación de demanda colectiva.

Lea esta notificación detenidamente, ya que podría afectar sus derechos legales.

Un tribunal autorizó esta notificación. No se trata del ofrecimiento de un abogado.

- Esta notificación proporciona información sobre una conciliación de demanda colectiva alcanzada con National Association of REALTORS® y varias agencias de corretaje de bienes raíces residenciales (colectivamente, los “Demandados”) en una demanda titulada *Tuccori et al. v. At World Properties, LLC et al.*, No. 1:24-cv-00150 (N.D. Ill.).
- Las personas que presentaron la demanda alegan que los Demandados incurrieron en una conducta ilícita y anticompetitiva mediante la que se aumentaron, fijaron y mantuvieron las comisiones de los corredores de bienes raíces en niveles elevados, en violación de las leyes federales y estatales, lo que a su vez perjudicó a los compradores de viviendas al inflar los precios de las viviendas y reducir la calidad de los servicios prestados por los corredores representantes de compradores. Los Demandados niegan haber violado la ley, y ningún tribunal ni jurado ha decidido quién tiene la razón o quién está equivocado. Las Partes han acordado resolver las reclamaciones legales que son objeto de la demanda y evitar las incertidumbres y los costos de un litigio adicional.
- Los Demandados han acordado pagar una cantidad combinada de \$120,334,500 como parte del Acuerdo.
- Las personas que son miembros del Grupo de Demandantes pueden presentar una reclamación para recibir un pago del Acuerdo. El Grupo de Demandantes se define como: todas las personas que compraron una vivienda que fue anunciada en un Servicio de Anuncio Múltiple (“MLS”) en cualquier parte de los Estados Unidos respecto de la cual se pagó una comisión a cualquier agencia de corretaje en relación con la transacción durante los Períodos de la Demanda. A continuación se enumeran ciertas exclusiones, y el Grupo de Demandantes no incluye a las personas que han vendido una vivienda y forman parte de acuerdos separados de vendedores de viviendas.
- Más información sobre los Períodos de la Demanda y la pertenencia al Grupo de Demandantes se encuentra a continuación.

Lea esta Notificación con atención.

SUS OPCIONES		PLAZO LÍMITE
PRESENTAR UNA RECLAMACIÓN	Todos los Miembros del Grupo de Demandantes son elegibles para presentar una reclamación para recibir un pago del Fondo Global del Acuerdo. La presentación de una reclamación válida y en tiempo debido es la única manera de recibir un pago.	Envío o con fecha de franqueo postal a más tardar el: 27 de octubre de 2026
EXCLUIRSE	Usted puede excluirse del Acuerdo. Si elige esta opción, no recibirá un pago del Acuerdo, pero conservará su derecho a contratar a sus propios abogados e iniciar una demanda por separado contra las Partes Exoneradas por su propia cuenta si desea hacerlo.	Con fecha de franqueo postal a más tardar el: 17 de septiembre de 2026
OBJETAR	Si desea objetar el Acuerdo, puede permanecer en el Acuerdo y comunicarle al Tribunal por qué no está de acuerdo con los términos del Acuerdo.	Presentar a más tardar el: 17 de septiembre de 2026
NO HACER NADA	Si no hace nada, seguirá siendo miembro del Grupo de Demandantes y seguirá estando vinculado a la exoneración de reclamaciones legales, pero no recibirá pago alguno.	

NOTA: Esta Notificación es un resumen. Los derechos y opciones de los Miembros del Grupo de Demandantes en virtud del Acuerdo, así como de las fechas límite para ejercerlos, se explican en los Acuerdos de conciliación y se resumen a continuación.

NO LLAME NI ESCRIBA AL TRIBUNAL, A LA OFICINA DEL SECRETARIO DEL TRIBUNAL, A LOS DEMANDADOS NI A LOS ABOGADOS DE LOS DEMANDADOS. NINGUNO DE ELLOS PODRÁ BRINDARLE ASISTENCIA. Si tiene preguntas o si desea obtener más información, visite www.HomebuyerSettlement.com o llame a los abogados que representan al Grupo de Demandantes al (312) 893-7002.

¿Tiene alguna pregunta?

Visite www.HomebuyerSettlement.com o llame al 1-877-417-7662

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¿Tiene alguna pregunta?
Visite www.HomebuyerSettlement.com o llame al 1-877-417-7662

1. ¿Cuál es el propósito de esta Notificación?

Un tribunal autorizó esta Notificación para informar a los posibles Miembros del Grupo de Demandantes sobre el Acuerdo. Los Miembros del Grupo de Demandantes tienen derecho a recibir información sobre el Acuerdo para evaluar sus derechos y opciones antes de que el Tribunal decida si concede la aprobación final al Acuerdo. Esta Notificación explica la demanda, el Acuerdo y cómo los Miembros del Grupo de Demandantes pueden obtener una parte de los beneficios del Acuerdo.

2. ¿De qué trata la demanda?

En la demanda se alega que National Association of REALTORS® (“NAR”) y algunas agencias de corretaje de bienes raíces residenciales crearon reglas anticompetitivas diseñadas para mantener las comisiones de los corredores artificialmente elevadas. En la demanda también se alega que los Demandados participaron en una conspiración ilícita para implementar y hacer cumplir estas reglas en transacciones de bienes raíces residenciales. Esta conspiración presuntamente perjudicó la competencia en el mercado de servicios de corredores de bienes raíces residenciales a nivel nacional en detrimento de los consumidores, quienes pagaron sin saberlo comisiones infladas como parte de sus respectivas transacciones de vivienda, lo que a su vez perjudicó a los compradores de viviendas al inflar los precios de las viviendas y reducir la calidad de los servicios prestados por los corredores representantes de compradores.

Las personas que presentaron la demanda se conocen como los Demandantes. En su demanda, los Demandantes presentan reclamaciones legales por (I) violaciones de la Ley Sherman Antimonopolio, sección 1, título 15 del Código de los Estados Unidos (United States Code, USC); (II) violaciones de la Ley Antimonopolio de Illinois, secciones 10/1 y siguientes, título 740 de las Leyes Compiladas de Illinois (Illinois Compiled Statutes, ILCS) y las leyes antimonopolio sustancialmente similares en otros estados; (III) violaciones de la Ley de Fraude al Consumidor y Prácticas Comerciales Engañosas de Illinois, secciones 505/1 y siguientes, título 815 de ILCS, y las leyes de fraude al consumidor sustancialmente similares en otros estados; y (IV) enriquecimiento injusto.

Los Demandados niegan las alegaciones de los Demandantes y afirman que no violaron ninguna ley. Ni el Tribunal ni un jurado han considerado o decidido quién tiene la razón o quién está equivocado. Las Partes han negociado y celebrado el Acuerdo propuesto para evitar el riesgo, el resultado incierto, los gastos y la distracción de un litigio continuo.

3. ¿Contra quién se presentó la demanda?

Las empresas contra las que se presenta la demanda se denominan los Demandados. Los Demandados en la demanda son At World Properties, LLC; Baird & Warner, Inc.; Real Estate One, Inc.; Silvercreek Realty Group LLC; Equity Realtors, LLC, que opera comercialmente como Equity Real Estate; NextHome, Inc.; Realty Executives Intl. Svcs. LLC; Shorewest Realtors, Inc.; Side, Inc.; Engel & Volkers Americas, Inc. y 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, que opera comercialmente como Realty ONE Group Excel; Umro Realty Corp, que opera comercialmente como The Agency; United Real Estate Holdings, LLC, que opera comercialmente como United Real Estate Group; Douglas Elliman Inc.; y The National Association of REALTORS®.

4. ¿Qué es una demanda colectiva?

En una demanda colectiva, una o más personas o empresas (denominadas representantes del grupo) presentan una demanda en nombre de personas o empresas que tienen reclamaciones similares. En conjunto, todas estas personas se denominan Grupo de Demandantes o Miembros del Grupo de Demandantes. Un tribunal resuelve los asuntos para todos los Miembros del Grupo de Demandantes, excepto para aquellos que se hayan excluido (que hayan optado por no ser parte) del Grupo de Demandantes.

¿Tiene alguna pregunta?

Visite www.HomebuyerSettlement.com o llame al 1-877-417-7662

5. ¿Cómo sé si soy parte del Grupo de Demandantes en la demanda?

Usted forma parte del Grupo de Demandantes y es elegible para participar en el Acuerdo si está incluido en la siguiente Definición de Grupo de Demandantes:

Todas las personas que compraron una vivienda que fue anunciada en un MLS en cualquier parte de los Estados Unidos respecto de la cual se pagó una comisión a cualquier agencia de corretaje en relación con la transacción durante los Períodos de la Demanda.

No obstante, el Grupo de Demandantes no incluye: a las personas que presenten una solicitud válida para ser excluidas del Grupo de Demandantes; a las personas que hayan renunciado por separado a las Reclamaciones Exoneradas contra un Demandado en Conciliación en un acuerdo de conciliación de demanda colectiva aprobada por un tribunal en *Burnett, Gibson, Keel*, o *Hooper* (descritos con mayor detalle en la sección 6 más adelante), pero solo con respecto a dicho Demandado en Conciliación; a los abogados de las Partes; al Magistrado Especial para la Mediación; al Tribunal y al personal a quien se le asigna este caso; y a cualquier miembro de la familia inmediata del Tribunal o de su personal.

Para evitar dudas, el Grupo de Demandantes incluye a las personas que compraron una vivienda que figuraba en cualquier MLS, independientemente de su afiliación con National Association of Realtors®, incluidos Real Estate Board of New York, REBNY Residential Listing Service, Northwest Multiple Listing Service, West-Penn Multi-List, Inc. y MLS Property Information Network.

6. ¿Qué rango de fechas se aplica a la compra de mi vivienda?

La compra de su vivienda debe haber ocurrido durante los “Períodos de la Demanda” para que usted sea elegible para ser miembro del Grupo de Demandantes. Los “Períodos de la Demanda” varían según el estado y el Demandado.

Los siguientes Períodos de la Demanda son aplicables a las reclamaciones legales contra los demandados At World Properties, LLC; Baird & Warner, Inc.; Real Estate One, Inc.; Silvercreek Realty Group LLC; Equity Realtors, LLC, que opera comercialmente como Equity Real Estate; NextHome, Inc.; Realty Executives Intl. Svcs. LLC; Shorewest Realtors, Inc.; Side, Inc.; Engel & Volkers Americas, Inc. y 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, que opera comercialmente como Realty ONE Group Excel; y Umro Realty Corp, que opera comercialmente como The Agency:

Para viviendas anunciadas en:	Período de la Demanda
Alabama, Georgia, Indiana, Maine, Michigan, Minnesota, Nueva Jersey, Pensilvania, Tennessee, Vermont, Wisconsin y Wyoming	Del 8 de diciembre de 2017 al 25 de junio de 2026
Arkansas, Illinois, Kentucky y Missouri	Del 8 de diciembre de 2018 al 25 de junio de 2026
Para todas las demás viviendas en los Estados Unidos	Del 8 de diciembre de 2019 al 25 de junio de 2026

Los siguientes Períodos de la Demanda son aplicables a las reclamaciones legales contra los Demandados 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, que opera comercialmente como United Real Estate Group; Douglas Elliman Inc.; y National Association of REALTORS®:

Para viviendas anunciadas en:	Período de la Demanda
Puerto Rico	Del 25 de enero de 2006 al 25 de junio de 2026
Rhode Island y Luisiana	Del 25 de enero de 2011 al 25 de junio de 2026
Wyoming	Del 25 de enero de 2013 al 25 de junio de 2026

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Alabama, Connecticut, Hawái, Indiana, Maine, Massachusetts, Michigan, Minnesota, Nueva Jersey, Nueva York, Dakota del Norte, Ohio, Oregon, Pensilvania, Dakota del Sur, Tennessee, Vermont y Wisconsin	Del 25 de enero de 2015 al 25 de junio de 2026
Arkansas, Kentucky, Illinois, Iowa, Missouri, Utah y Virginia Occidental	Del 25 de enero de 2016 al 25 de junio de 2026
Arizona, California, Washington, D.C., Delaware, Florida, Georgia, Idaho, Nebraska, Nevada, Nuevo Hampshire, Nuevo México, Carolina del Norte y Virginia	Del 25 de enero de 2017 al 25 de junio de 2026
Alaska, Colorado, Kansas, Maryland, Mississippi, Montana, Oklahoma, Carolina del Sur y Washington	Del 25 de enero de 2018 al 25 de junio de 2026
Texas y para todas las demás viviendas en los Estados Unidos	Del 25 de enero de 2019 al 25 de junio de 2026

7. ¿El Acuerdo incluye a los vendedores de viviendas?

No. La pertenencia al Grupo de Demandantes se basa en la compra de viviendas. El simple hecho de haber vendido una casa no constituye una base para pertenecer al Grupo. Existen diferentes acuerdos que cubren a las personas que vendieron viviendas, incluso si han comprado y vendido una vivienda.

Los acuerdos de los vendedores de viviendas se alcanzaron en otras demandas, e incluyen *Burnett et al. v. The Nat'l Ass'n of Realtors*, n.º 19-cv-00332 (W.D. Mo.) ("Burnett"); *Gibson et al. v. The Nat'l Ass'n of Realtors® et al.*, n.º 4:23-cv-00788-SRB (W.D. Mo.) ("Gibson"); *Keel et al. v. House of Seven Gables Real Estate, Inc. et al.*, n.º 4:25-00055 (W.D. Mo.) ("Keel"); y *1925 Hooper LLC et al. v. The Nat'l Ass'n of Realtors et al.*, n.º 1:23-cv-5392-MHC (N.D. Ga.) ("Hooper"). Este Acuerdo no se superpone con ninguno de los acuerdos de venta de viviendas existentes. Más bien, este Acuerdo resuelve las reclamaciones legales de los compradores de vivienda que no fueron incluidos en los acuerdos de los vendedores de vivienda.

Si usted es miembro del grupo de demandantes en un acuerdo alcanzado en una o más de las demandas de vendedores de viviendas, queda excluido de este Acuerdo y no podrá recibir un pago.

8. ¿Qué beneficios estipula el Acuerdo?

Si se aprueba el Acuerdo, los Demandados pagarán una suma total combinada de \$120,334,500 para ser distribuido a los Miembros del Grupo de Demandantes en forma prorrateada después de las deducciones por honorarios y costos asociados con el Acuerdo. El monto neto después de las deducciones se pagará en más de un pago emitido a lo largo de varios años. Las contribuciones de los Demandados son las siguientes:

Demandada	Contribución monetaria al Fondo Global del Acuerdo
@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; y HSF Affiliates LLC	\$30,000,000

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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. y Kempa and Associates LLC, que operan comercialmente como 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, que opera comercialmente como The Agency	\$300,000
United Real Estate Holdings, LLC, que opera comercialmente como United Real Estate Group	\$487,500
Vanguard Properties	\$235,000
Total	\$120,334,500

El monto específico del pago prorrateado de cada Miembro del Grupo de Demandantes será determinado por el Plan de Asignación, si es aprobado, o por otro plan de asignación que sea aprobado por el Tribunal. En este momento, no se sabe exactamente cuánto recibirá cada Miembro del Grupo de Demandantes ni cuándo se realizarán los pagos. El monto de cada pago dependerá de la cantidad total de formularios de reclamación válidos y de la información única de cada miembro del grupo, como por ejemplo la cantidad de propiedades compradas y el monto de las comisiones pagadas en esas transacciones.

Además de los beneficios monetarios, los Demandados han acordado mantener o extender ciertos cambios en las prácticas comerciales, tal como se establece en los Acuerdos de Conciliación. Los Acuerdos de Conciliación están disponibles en www.HomebuyerSettlement.com.

9. ¿Cómo envío un formulario de reclamación para recibir un pago?

Para calificar para un pago del Acuerdo, usted debe ser un Miembro del Grupo de Demandantes y debe presentar un Formulario de Reclamación a más tardar el **27 de octubre de 2026**. Puede presentar su reclamación en línea desde el Sitio Web del Acuerdo a más tardar el **27 de octubre de 2026** o enviándola por correo al Administrador del Acuerdo a la dirección que figura en el Formulario de Reclamación, pero la manera más fácil de presentar una reclamación es en línea desde el Sitio Web del Acuerdo. Los Formularios de Reclamación también se pueden obtener en www.HomebuyerSettlement.com, llamando al 1-877-417-7662 o escribiendo a la siguiente dirección:

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

Tenga en cuenta que, según el Servicio Postal de los Estados Unidos, es posible que el correo *no* reciba la fecha de franqueo postal del día en que se deposite en un buzón o en una oficina de correos local. La fecha de franqueo postal se coloca cuando el correo llega a un centro de procesamiento. Para cumplir con una fecha límite de franqueo postal, **envíe el correo al menos una semana antes de la fecha límite de franqueo postal**, obtenga un franqueo postal manual en persona en cualquier oficina de correos o realice el envío mediante Correo Certificado.

¿Tiene alguna pregunta?
Visite www.HomebuyerSettlement.com o llame al 1-877-417-7662

10. ¿Cuándo recibiré mi pago?

El Fondo Global del Acuerdo se financiará en cuotas por los Demandados. Como resultado, se emitirán múltiples pagos a los Miembros del Grupo de Demandantes durante un período de varios años después de que el Acuerdo sea aprobado por el Tribunal y se vuelva definitivo.

La aprobación y ratificación del Acuerdo pueden tomar tiempo. Tenga paciencia y consulte www.HomebuyerSettlement.com para obtener actualizaciones.

11. ¿Qué sucede si mi información de contacto cambia después de que enví un formulario de reclamación?

Si usted cambia su dirección postal o dirección de correo electrónico después de presentar un formulario de reclamación, es su responsabilidad comunicarle al Administrador del Acuerdo su información actualizada. Deberá notificar al Administrador del Acuerdo cualquier cambio por escrito a la siguiente dirección:

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

12. ¿A qué reclamaciones legales estoy renunciando al permanecer en el Grupo de Demandantes?

Si elige permanecer en el Grupo de Demandantes y el Acuerdo es aprobado y se vuelve definitivo, usted será elegible para recibir una compensación y también estará sujeto a los términos de los Acuerdos de Conciliación. Esto significa que usted no podrá iniciar o continuar una demanda, ni ser parte de ninguna otra demanda contra las Partes Exoneradas en relación con las Reclamaciones Exoneradas, incluidas las reclamaciones que son objeto de esta demanda. Los derechos específicos a los que usted renuncia se denominan “Reclamaciones Exoneradas”.

Las Reclamaciones Exoneradas incluyen todas y cada una de las reclamaciones estatales y federales, independientemente de la causa de acción, que surjan de o estén relacionadas con la conducta que fue o podría haber sido alegada en el Litigio basándose en cualquiera o en todos los mismos fundamentos fácticos que dichas reclamaciones, incluidas, entre otras, las reclamaciones basadas en leyes antimonopolio, leyes de protección al consumidor u otras leyes estatales, y/o conductas anticompetitivas relacionadas con las comisiones negociadas, ofrecidas, obtenidas o pagadas a agencias de corretaje, o el impacto de lo anterior en el precio de compra, en relación con la compra o venta de bienes raíces residenciales.

Las Partes Exoneradas generalmente incluyen a los Demandados y a todas sus respectivas empresas matrices directas e indirectas, pasadas, presentes y futuras (incluidas las sociedades de cartera), subsidiarias, entidades relacionadas y afiliadas, asociados (todo según se define en la Regla 12b-2 de la Comisión de Bolsa y Valores [Securities and Exchange Commission, SEC] promulgada conforme a la Ley del Mercado de Valores de 1934), predecesores y sucesores, y todos sus respectivos franquiciados, subfranquiciadores, licenciarios, funcionarios, directores, directores gerentes, accionistas, miembros, administradores, empleados, agentes, contratistas, contratistas independientes, abogados, representantes legales u otros representantes, contadores, auditores, expertos, fideicomisarios, fideicomisos, herederos, beneficiarios, patrimonios, albaceas, administradores, aseguradoras y cesionarios, y todos los funcionarios, directores, accionistas, miembros, gerentes, directores gerentes, empleados, agentes y contratistas independientes de sus franquiciados, subfranquiciadores y licenciarios.

Además, con respecto de NAR, el Acuerdo libera todas las Reclamaciones Exoneradas que los miembros del Grupo de Demandantes tengan contra NAR y sus afiliadas, así como contra las siguientes entidades, siempre que cumplan ciertas condiciones, incluido el acuerdo de cumplir con ciertos cambios en las prácticas: (i) Miembros, Miembros Asociados y Juntas Miembros de NAR que no operen un Servicio de Anuncio Múltiple (“MLS”) no incorporado; (ii) MLS de Realtor y MLS que no son de Realtor, tal como se describe en el Acuerdo de Adhesión; y (iii) las agencias de corretaje de bienes raíces que tengan a un REALTOR® como Principal con membresía en la NAR a la fecha de la Notificación del Grupo de Demandantes y a un Principal que haya sido Participante en cualquier MLS durante el Período de la Demanda, siempre que no hayan llegado a un acuerdo ni hayan sido nombradas como demandadas en ninguna demanda o acción que alegue reclamaciones que compartan el mismo fundamento fáctico que las afirmadas en el Litigio al 10 de abril de 2026.

Si tiene preguntas acerca de las Exoneraciones o lo que estas significan, puede hablar sin costo alguno con los Abogados del Grupo de Demandantes (que se indican a continuación) o con su propio abogado.

¿Tiene alguna pregunta?
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13. ¿Puedo excluirme del Acuerdo?

Si no desea recibir un pago y no desea estar vinculado legalmente a los términos del Acuerdo, debe excluirse del Acuerdo. Si lo hace, no será elegible para recibir ningún pago como resultado de este Acuerdo. Sin embargo, usted conservará el derecho de demandar o continuar demandando a los Demandados por su cuenta y cargo si desea proseguir con cualquiera de las reclamaciones legales que se exoneran como parte de este Acuerdo.

Para excluirse del Acuerdo, debe enviar por correo postal una solicitud de exclusión (“Solicitud de Exclusión”), que incluya lo siguiente:

- 1) su nombre, dirección y número de teléfono;
- 2) su firma física personal; y
- 3) una declaración clara de que desea ser excluido del Grupo de Demandantes, como “I hereby request to be excluded from the Settlement Class in *Tuccori et al. v. At World Properties, LLC et al.*” (Por la presente solicito ser excluido del Grupo de Demandantes en *Tuccori et al. v. At World Properties, LLC et al.*)”

La Solicitud de Exclusión debe **enviarse por correo** al Administrador del Acuerdo a la siguiente dirección y tener fecha de **franqueo postal** a más tardar del **17 de septiembre de 2026**:

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

Tenga en cuenta que, según el Servicio Postal de los Estados Unidos, es posible que el correo *no* reciba la fecha de franqueo postal del día en que se deposite en un buzón o en una oficina de correos local. La fecha de franqueo postal se coloca cuando el correo llega a un centro de procesamiento. Para cumplir con una fecha límite de franqueo postal, **envíe el correo al menos una semana antes de la fecha límite de franqueo postal**, obtenga un franqueo postal manual en persona en cualquier oficina de correos o realice el envío mediante Correo Certificado.

No se permitirán las solicitudes de exclusión “masivas” o “en grupo” presentadas por terceros en nombre de “un conjunto masivo” o “un grupo” de Miembros del Grupo de Demandantes o múltiples Miembros del Grupo de Demandantes cuando la exclusión no haya sido firmada individualmente por cada Miembro del Grupo de Demandantes.

14. Si me excluyo, ¿todavía puedo obtener algo del Acuerdo?

No. Si se excluye, no tendrá derecho a recibir un pago, pero no quedará vinculado por el Acuerdo ni por ninguna sentencia dictada en esta demanda contra las Partes Exoneradas. Solo puede recibir un pago en efectivo si permanece en el Acuerdo y presenta un Formulario de Reclamación dentro del plazo establecido y de forma válida.

15. Si no me excluyo, ¿puedo demandar a los Demandados por las mismas reclamaciones legales más adelante?

No. A menos que se excluya, renuncia al derecho de demandar a las Partes Exoneradas por las reclamaciones legales que el Acuerdo resuelve. Usted debe solicitar ser excluido de este Acuerdo para poder iniciar o continuar su propia demanda, o ser parte de cualquier otra demanda contra las Partes Exoneradas. Si usted tiene una demanda pendiente contra cualquiera de los Demandados, hable de inmediato con su abogado en esa demanda.

Al permanecer en la demanda, usted no renuncia a sus reclamaciones legales en esta demanda contra ninguna entidad distinta de los Demandados y sus Partes Exoneradas relacionadas, tal como se establece en los Acuerdos de Conciliación.

16. ¿Puedo objetar el Acuerdo?

Si usted es miembro del Grupo de Demandantes y no se ha excluido del Acuerdo, puede objetar el Acuerdo o cualquier parte de él si cree que existen razones legales por las cuales el Tribunal debería rechazarlo. Si objeta el Acuerdo, el Tribunal considerará sus opiniones. Para objetar el Acuerdo, debe presentar su objeción ante el Tribunal y entregar una copia al Administrador del Acuerdo y a los abogados del Grupo de Demandantes y de los Demandados. Su objeción debe proporcionar claramente la siguiente información:

- 1) su nombre completo, dirección de correo postal actual, número de teléfono y dirección de correo electrónico (si tiene);
- 2) el nombre del caso y el número de caso en la demanda: *Tuccori et al. v. At World Properties, LLC et al.*, Case No. 1:24-cv-00150;
- 3) las razones por las que objeta el Acuerdo, junto con la fundamentación jurídica correspondiente;
- 4) una declaración con respecto a si su objeción se aplica a la totalidad del Acuerdo y del Grupo de Demandantes, o si se limita a uno o más Demandados en Conciliación en específico, a usted como objetante o a un subgrupo específico del Grupo de Demandantes;
- 5) una lista de todas las objeciones que usted o su abogado hayan presentado en cualquier demanda colectiva en un tribunal estatal o federal en los últimos cinco (5) años, identificadas por el nombre del caso, el número de caso, el tribunal en el que se presentó la objeción y el resultado de la objeción;
- 6) una declaración que confirme si usted tiene la intención de comparecer personalmente o testificar en la audiencia de imparcialidad definitiva y los motivos para solicitar comparecer; y
- 7) su firma personal como objetor.

Para objetar, debe presentar oportunamente su objeción por escrito ante el Tribunal según lo dispuesto a continuación a más tardar el **17 de septiembre de 2026 y también** enviarla por correo de los EE. UU. al Administrador del Acuerdo, a los Abogados del Grupo de Demandantes y a los Abogados de los Demandados en Conciliación con fecha de franqueo postal o enviada mediante servicio de mensajería privado (como Federal Express) a más tardar el **17 de septiembre de 2026**.

Tribunal	Abogados del Grupo de Demandantes	Abogados de los Demandados en Conciliación	Administrador del Acuerdo
Clerk U.S. District Court for the Northern District of Illinois Everett MicKinley Dirksen United States Courthouse 219 S. Dearborn Street Chicago, IL 60604	Jonathan M. Jagher Matthew W. Ruan 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 Chicago, IL 60601	Matthew M. Collette Massey & Gail LLP The Wharf, 1000 Maine Ave. SW, Suite 450, Washington, DC 20024	Homebuyer Antitrust Litigation Settlement Administrator P.O. Box 4258 Portland, OR 97208-4258

Tenga en cuenta que, según el Servicio Postal de los Estados Unidos, es posible que el correo *no* reciba la fecha de franqueo postal del día en que se deposite en un buzón o en una oficina de correos local. La fecha de franqueo postal se coloca cuando el correo llega a un centro de procesamiento. Para cumplir con una fecha límite de franqueo postal, **envíe el correo al menos una semana antes de la fecha límite de franqueo postal**, obtenga un franqueo postal manual en persona en cualquier oficina de correos o realice el envío mediante Correo Certificado.

17. ¿Cuál es la diferencia entre objetar y solicitar ser excluido?

Objetar es simplemente decirle al Tribunal que usted no está de acuerdo con algo sobre el Acuerdo. Puede presentar una objeción solo si es parte del Grupo de Demandantes. Excluirse significa comunicarle al Tribunal que usted no desea ser parte del Grupo de Demandantes. Si usted se excluye, no puede objetar porque deja de formar parte del Acuerdo.

¿Tiene alguna pregunta?

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18. ¿Qué sucede si no hago nada?

Si usted es Miembro del Grupo de Demandantes y no hace nada en respuesta a esta notificación, seguirá siendo miembro del Grupo de Demandantes y renunciará a sus reclamaciones legales contra los Demandados. Sin embargo, usted no será elegible para recibir un pago. **Usted debe presentar una reclamación para recibir un pago de esta Conciliación.** Véase más arriba.

19. ¿Quién me representa?

En una demanda colectiva, una o más personas llamadas “Representantes del Grupo” demandan en nombre de otras personas que tienen reclamaciones legales iguales o similares. Esta demanda fue presentada por los Demandantes James Tuccori, Courtney Foregger, Kevin Cwynar, Dawid Zawislak, Michael D’Acquisto y Alejandro Lopez, también conocido como Alejandro Lopez, todos los cuales han comprado viviendas y han buscado representar a otros compradores de viviendas con reclamaciones legales similares contra los Demandados. El tribunal ha designado a los Demandantes, para efectos del acuerdo, como los Representantes del Grupo de Demandantes para todos los Miembros del Grupo de Demandantes de la demanda.

El Tribunal también ha designado a Myles McGuire, Evan Meyers y Paul T. Geske de McGuire Law, P.C., y a Jonathan M. Jagher y Matthew W. Ruan de Justice Jagher London & Millen LLC como Abogados del Grupo de Demandantes. Usted no necesita contratar a su propio abogado, ya que los Abogados del Grupo de Demandantes están trabajando en su representación. Usted puede contratar a su propio abogado por su cuenta si desea que otra persona que no sean los Abogados del Grupo de Demandantes lo represente en esta demanda.

20. ¿Cómo se les pagará a los Abogados del Grupo de Demandantes por los servicios prestados?

Hasta la fecha, los Abogados del Grupo de Demandantes no han recibido ningún pago por sus servicios en la tramitación de la demanda en nombre de los Representantes del Grupo de Demandantes ni del Grupo de Demandantes, ni se les han reembolsado los costos y gastos en los que han incurrido directamente en relación con su representación del Grupo de Demandantes. Antes de la aprobación final del Acuerdo, los Abogados del Grupo de Demandantes le solicitarán al Tribunal que les conceda honorarios de abogados por un monto de hasta un tercio del Fondo Global del Acuerdo, así como el reembolso de los gastos de litigio incurridos por investigar los hechos, litigar en la demanda y negociar los términos del Acuerdo.

Todo pago dirigido a los Abogados del Grupo de Demandantes o a los Representantes del Grupo de Demandantes estará sujeto a la aprobación del Tribunal, y el Tribunal podrá adjudicar montos inferiores a los solicitados. Los honorarios de abogados, costos, gastos y adjudicaciones de servicio que el Tribunal ordene, más los costos de administración del Acuerdo, serán pagados del Fondo Global del Acuerdo.

Cuando se presente la moción de los Abogados del Grupo de Demandantes para honorarios de abogados, costos, gastos y pagos por servicio, estará disponible en www.HomebuyerSettlement.com/Home/Documents. La moción se publicará en el Sitio Web del Acuerdo antes de la fecha límite para oponerse al Acuerdo.

21. ¿Cuándo y dónde el Tribunal otorgará la aprobación final al Acuerdo?

El Tribunal celebrará una audiencia de imparcialidad definitiva el **2 de noviembre de 2026 a las 9:30 a.m.** ante la honorable jueza Lindsay C. Jenkins en el palacio judicial Everett McKinley Dirksen U.S. Courthouse, 219 South Dearborn Street, Chicago, IL 60604, o por teléfono o videoconferencia. En esta audiencia, el Tribunal evaluará si el Acuerdo es justo, razonable y adecuado, y decidirá si aprueba el Acuerdo, los honorarios por servicios jurídicos de los Abogados del Grupo de Demandantes, los gastos y las compensaciones por servicios.

Si hay objeciones que se presentaron antes de la fecha límite, el Tribunal las considerará. Si usted presenta una objeción dentro del plazo indicado y usted (o su abogado) presentó un Aviso de Intención de Comparecer, el Tribunal podrá escuchar las objeciones en la audiencia.

Nota: La fecha y la hora de la audiencia de imparcialidad definitiva están sujetas a cambios sin previo aviso al Grupo de Demandantes. El Tribunal también puede decidir celebrar la audiencia por videoconferencia o por teléfono. Debe consultar el Sitio Web del Acuerdo **www.HomebuyerSettlement.com** para confirmar que la fecha y hora de la audiencia de imparcialidad definitiva no han cambiado.

¿Tiene alguna pregunta?
Visite www.HomebuyerSettlement.com o llame al 1-877-417-7662

22. ¿Debo asistir a la audiencia de imparcialidad?

Los Abogados del Grupo de Demandantes asistirán a la audiencia y responderán cualquier pregunta que el Tribunal pueda tener. Si usted desea asistir, puede hacerlo a su propio costo, pero no tiene que hacerlo. Si usted presenta una objeción, siempre que la presente por escrito antes del plazo límite, el Tribunal la considerará.

Si desea asistir a la audiencia de imparcialidad definitiva y dirigirse al Tribunal, debe presentar un Aviso de Intención de Comparecer ante el Tribunal y notificarlo a los Abogados del Grupo de Demandantes y a los Abogados de los Demandados. Su Aviso de Intención de Comparecer debe incluir: su nombre, dirección, número de teléfono, dirección de correo electrónico, el nombre del caso y el número de caso de la demanda, una declaración que indique claramente su intención de comparecer en la audiencia de imparcialidad definitiva y las razones por las que desea comparecer; copias de cualquier documento o información que se presentarán ante el Tribunal (si los hay); y su firma.

Su Aviso de Intención de Comparecer debe presentarse ante el Tribunal a más tardar el **17 de septiembre de 2026**, y también notificarse a los Abogados del Grupo de Demandantes y a los Abogados de los Demandados, por correo postal de los EE. UU. o mediante servicio de mensajería privada (como Federal Express) a más tardar el **17 de septiembre de 2026**, a las direcciones que se indican en la tabla anterior.

23. ¿Cómo puedo obtener más información acerca de la demanda?

Esta Notificación resume el Acuerdo. Se proporciona información completa sobre el Acuerdo en los Acuerdos de Conciliación. Los Acuerdos de Conciliación y otros documentos relacionados están disponibles en www.HomebuyerSettlement.com/Home/Documents. Puede obtener información adicional visitando www.HomebuyerSettlement.com, llamando al número gratuito 1-877-417-7662 o escribiendo a la siguiente dirección:

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

NO LLAME NI ESCRIBA AL TRIBUNAL, A LA OFICINA DEL SECRETARIO DEL TRIBUNAL, A LOS DEMANDADOS NI A LOS ABOGADOS DE LOS DEMANDADOS. NINGUNO DE ELLOS PODRÁ BRINDARLE ASISTENCIA.

¿Tiene alguna pregunta?
Visite www.HomebuyerSettlement.com o llame al 1-877-417-7662

Attachment 5

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 October 27, 2026**

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/SubmitClaim. 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/SubmitClaim. Online claims must be completed and submitted by **October 27, 2026**, 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 October 27, 2026.

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		

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.

Tuccori et al. v. At World Properties, LLC, et al.
Tribunal de Distrito de los Estados Unidos para el
Distrito Norte de Illinois
Caso n.º 1:24-cv-00150

**Debe tener fecha de franqueo
postal a más tardar
el 27 de octubre de 2026**

Formulario de Reclamación del Acuerdo de Demanda Colectiva para Compradores de Vivienda

Este formulario es para presentar una reclamación para participar en el acuerdo de demanda colectiva de compradores de vivienda alcanzado en *Tuccori et al. v. At World Properties, LLC et al.*, No. 1:24-cv-00150 (N.D. Ill.). También se puede presentar una reclamación en línea en HomebuyerSettlement.com/home/claims. Si usted es miembro del Grupo de Demandantes, es elegible para recibir un pago del Fondo del Acuerdo. El Grupo de Demandantes incluye a todas las personas que compraron una vivienda que fue anunciada en un Servicio de Anuncio Múltiple en cualquier parte de los Estados Unidos respecto de la cual se pagó una comisión a cualquier agencia de corretaje en relación con la transacción durante los Períodos de la Demanda. Los rangos de fechas para los Períodos de la Demanda varían según el estado, y el Grupo de Demandantes no incluye a las personas que han vendido una vivienda y forman parte de acuerdos en conciliaciones separadas para vendedores de viviendas. Para obtener más información y confirmar si usted es miembro del Grupo de Demandantes, visite HomebuyerSettlement.com.

INSTRUCCIONES PARA PRESENTAR SU RECLAMACIÓN: Si desea presentar una reclamación, lea estas instrucciones detenidamente. Existen dos formas de enviar una reclamación: (1) Puede presentar una reclamación en línea en el Sitio Web del Acuerdo en HomebuyerSettlement.com/home/claims. Las reclamaciones en línea deben completarse y enviarse a más tardar el **27 de octubre de 2026**, para que sean oportunas. (2) Si, por el contrario, desea presentar una reclamación por correo postal de los EE. UU., complete todas las secciones de este formulario, adjunte sus documentos de respaldo, firme la certificación a continuación y envíe su Formulario de Reclamación completo al Administrador del Acuerdo a la siguiente dirección:

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

NOTA IMPORTANTE: Para ser elegible a fin de recibir un pago en virtud del Acuerdo, usted debe presentar su reclamación ya sea en línea o por correo enviando este Formulario de Reclamación al Administrador del Acuerdo a más tardar el 27 de octubre de 2026.

Si se aprueba su reclamación, recibirá un pago del Fondo del Acuerdo. El monto pagado a cada Miembro del Grupo de Demandantes varía según el precio de compra de la vivienda de cada Miembro del Grupo de Demandantes y las comisiones de corretaje pagadas. Si usted no presenta una reclamación, no será elegible para recibir ningún pago en virtud del Acuerdo, pero seguirá estando sujeto al Acuerdo de Conciliación y a las exoneraciones previstas en él, a menos que se excluya. Consulte el Sitio Web del Acuerdo para obtener más detalles e instrucciones sobre sus opciones conforme a este Acuerdo.

Paso 1: Información de contacto del Reclamante

Nombre	Inicial del segundo nombre	Apellido
Dirección		
Ciudad	Estado	Código postal
		-
Dirección de correo electrónico		
Número de teléfono de contacto		
- -		

Marque la casilla que indica su método de pago preferido.

- ☐ Pago mediante cheque – Si selecciona esta opción, asegúrese de verificar que la dirección postal indicada arriba sea correcta y esté actualizada.
- ☐ Pago mediante pago digital – Si selecciona esta opción, asegúrese de verificar que la dirección de correo electrónico indicada arriba sea correcta y esté actualizada.

Attachment 6

From: Homebuyer Antitrust Litigation <homebuyersettlement@e.epiqnotice.com>
To: [REDACTED]
Subject: Reminder Homebuyer Antitrust Litigation Settlement Notice

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 October 27, 2026.

Submit Your Claim

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 no Court or jury has 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 **October 27, 2026** 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 September 17, 2026. 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 September 17, 2026. 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 1-877-417-7662.

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 November 2, 2026, 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

[La versión en español de este Aviso está disponible aquí.](#)

If [REDACTED] should not be subscribed or if you need to change your subscription information for Tuccori v. At World Properties, [please use this preferences page.](#)

Tuccori v. At World Properties is located at PO Box 4258 97208-4258.

AM964_v03

Attachment 7

Home / Topics / Subject / Home Improvements

Home Improvements



REAL ESTATE

Garage Door Replacement Cost and Install

Once you figure out what's wrong with your garage door and what the best solution is, you can better prepare for the repair or replacement costs.

Josephine Nesbit July 7, 2026



Did you purchase a home where a commission was paid to brokerage as part of the transaction?

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The Week in Cartoons June 22-26



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Photos You Should See: July 2026



THE LATEST

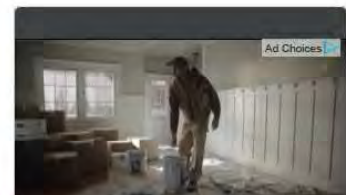
What Is Crawl Space Encapsulation?

Encapsulation is a long-term solution that encloses a home's crawl space and regulates humidity levels underneath.

Liz Brumer-Smith, Maryalene LaPonsie, Kathryn Core and Mark Hayes July 1, 2026



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Once you figure out what's wrong with your garage door and what the best solution is, you can better prepare for the repair or replacement costs.

Josephine Nesbit July 7, 2026



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Liz Brumer-Smith, Maryalene LaPonsie, Kathryn Core and Mark Hayes July 1, 2026



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¿Compró una vivienda en la que se pagó una comisión a una agencia de corretaje como parte de la transacción? Puede tener derecho a recibir un pago en efectivo según un acuerdo de demanda colectiva.

Obtenga más información



Casas

Adéntrate en casas extraordinarias de todos los rincones del planeta: desde elegantes construcciones modernas de la costa oeste y casas coloniales con carácter en la costa este, hasta encantadoras cabañas inglesas y idílicos refugios costeros franceses. Cada hogar cuenta su propia historia, reflejando las personalidades, la historia y los gustos de quienes lo habitan, a la vez que ofrece un sinfín de ideas para el diseño y la decoración de tu propia casa. Desde impresionantes distribuciones de espacios y soluciones de almacenamiento ingeniosas hasta paletas de colores cuidadosamente seleccionadas, mobiliario y detalles decorativos, destacamos cada elemento que hace que un hogar sea práctico y profundamente inspirador. Tanto si buscas ideas para renovar una sola habitación, como si planeas una reforma integral o simplemente te encanta explorar interiores hermosos, nuestros análisis expertos, fotografías cuidadosamente seleccionadas y consejos de expertos te traen las casas más extraordinarias del mundo, inspirándote para crear tus propios espacios atemporales y con un estilo impecable.



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Did you purchase a home where a commission was paid to brokerage as part of the transaction?



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Taco Bell lettuce linked to multistate cyclosporiasis outbreak. Should I be worried?

Direct human-to-human transmission is unlikely, according to the CDC.

Kate Murphy, Jack Brewster

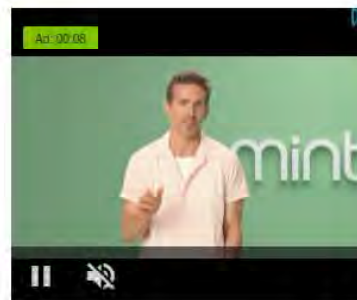
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You may be entitled to a cash payment from a class action settlement. [Learn More](#)

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Kate Murphy, Jack Brewster

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Cambié mis leggings por estos favorecedores pantalones de viaje, y no creo que vuelva a usar leggings.

Son ligeras, resistentes a las arrugas y lo suficientemente cómodas como para que te sientas como en una isla antes de partir.



Rachel Roszmann

Jueves, 16 de julio de 2026 a las 11:43 AM EDT

Agregar Yahoo en Google



1



Las escalas inesperadas y los vuelos de seis horas también deberían sentirse como vacaciones, ¿verdad?

Los [leggings](#) y yo tenemos una larga historia. Son elásticos,

¿Compró una vivienda en la que se pagó una comisión a una agencia de corretaje como parte de la transacción? Puede tener derecho a recibir un pago en efectivo según un acuerdo de demanda colectiva.

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Purchased a home that was listed on a Multiple Listing Service in the U.S., and paid a brokerage commission?



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¿Compró una vivienda que estaba incluida en un Servicio de Listado Múltiple en Estados Unidos y pagó una comisión de corretaje?

Acuerdo de demanda colectiva de agencia de corretaje de bienes raíces residenciales



homebuyerSettlement.com

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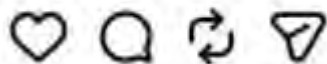
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Residential Real Estate Brokerage Class Action Settlement



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If you purchased a home that was listed on a Multiple Listing Service, 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.

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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.



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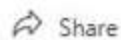
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Attachment 8

Tuccori v At World Properties

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Attachment 9



Realtor Class Action Lawsuit



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Homebuyer Antitrust Litigation - A Settlement May Affect You

Purchase a home that was listed on a MLS in the U.S., and paid a brokerage commission?

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[https://en.wikipedia.org/wiki/Burnett_v._National...](https://en.wikipedia.org/wiki/Burnett_v._National_Association_of_Realtors)

Burnett v. National Association of Realtors

Burnett v. National Association of Realtors is a class-action lawsuit challenging the fees charged by real estate agents in the United States. [Read more](#)

 Susman Godfrey L.L.P.
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Susman Godfrey Announces \$418M Settlement with the ...

Mar 20, 2024 — Lawyers at Susman Godfrey have achieved a groundbreaking \$418 million joint settlement on behalf of a nationwide class of home sellers with the National ... [Read more](#)

 Ohio State Bar Association
<https://www.ohioabar.org/section-newsletters/nar-settl...>

NAR Settlement Brings New Changes to Buying and ...

Nov 20, 2024 — On Oct. 31, 2023, a Kansas City jury returned a \$1.8 billion class action verdict against the National Association of Realtors (NAR) and ... [Read more](#)

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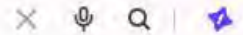
It's a process that involves numerous parties and extensive paperwork, including realtor agreements and settlement statements. Many home buyers and sellers are ... [Read more](#)

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Homebuyer Antitrust Litigation - A Settlement May Affect You

Purchase a home that was listed on a MLS in the U.S., and paid a brokerage commission? You may be eligible to a cash payment from a class action settlement.



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https://www.cnbc.com › 2024/03/20 › what-the-settlement-on

What the settlement on home-sale commissions means to you

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Residential Real Estate Broker Commissions Antitrust ...

You may be eligible to receive compensation if you (1) sold a home during the Eligible Date Range; (2) listed the home on a multiple listing service anywhere in the United States; and (3) paid a...



American Bar Association
https://www.americanbar.org › groups › antitrust_law

An Update on the NAR Broker Commission Rule Lawsuits

Jan 21, 2025 · This article discusses the approval of final settlement, DOJ statement of interest, and denial of petition for writ of certiorari in the NAR broker commission lawsuits/DOJ...



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Home | National Association of Realtors

This is the website for the National Association of Realtors (NAR) Settlement and the HomeServices Settlement.



HomeLight
https://www.homelight.com › blog › nar-lawsuit-settlement

How NAR's \$418 Million Settlement Impacts Home Buyers and Sell...

Mar 15, 2024 · NAR lawsuit background In October 2023, a federal jury determined that the

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Homebuyer Antitrust Litigation | A Settlement May Affect You

Sponsored Purchase a home that was listed on a MLS in the U.S., and paid a brokerage commission? You may be eligible to a cash payment from a class action settlement.

The **lawsuit** alleges that the conspiracy artificially raised buyer-agent commissions, which inflated home prices for U.S. **home buyers**. Keller Williams agreed to pay \$20 million and RE/MAX agreed to pay \$8.5 million. Both companies deny wrongdoing but settled to avoid further litigation.



OpenClassActions.com

RE/MAX Keller Williams \$28.5M Home Buyer Settlement (2026)

homebuyersettlement.com
https://homebuyersettlement.com

Homebuyer Antitrust Settlement - Home

A nationwide class action settlement has been reached on behalf of homebuyers who purchased a home listed on a multiple listing service ("MLS") in the United States where a commission was paid ...

National Association of REALTORS®
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NAR Reaches \$52.25M Settlement in 'Tuccori' Homebuyer Class ...

Apr 10, 2026 · On Friday, the National Association of REALTORS® announced a settlement agreement in a homebuyer antitrust class-action case, Tuccori et al. v. At World Properties, et al., concerning ...

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RE/MAX Keller Williams \$28.5M Home Buyer Settlement (2026)

Apr 10, 2026 · What Is the Home Buyer Class Action Settlement About? Keller Williams and RE/MAX

Attachment 10

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

USA - English ▼

NEWS PROVIDED BY

United States District Court Northern District Of Illinois Eastern Division →

Jul 17, 2026, 09:00 ET

CHICAGO, July 17, 2026 /PRNewswire/ -- 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

Case: 1:24-cv-00150 Document #: 240-2 Filed: 10/07/26 Page 108 of 144 PageID #: 4618
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 **October 27, 2026** 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 September 17, 2026. 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 September 17, 2026. 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.

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 November 2, 2026, 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.

For more information, visit www.HomeBuyerSettlement.com or call toll-free 1-877-417-7662.

United States District Court Northern District Of Illinois Eastern Division is sharing an important update:

"If you purchased a home that was listed on a Multiple Listing Service in the United States, and a

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Si compraste una vivienda que estaba listada en un Servicio de Anuncios Múltiples en Estados Unidos y se pagó una comisión a cualquier correduría como parte de la transacción, puedes tener derecho a un pago en efectivo de un acuerdo de demanda colectiva

USA - español ▼

NEWS PROVIDED BY

United States District Court Northern District Of Illinois Eastern Division →

Jul 17, 2026, 09:00 ET

CHICAGO, 17 de julio de 2026 /PRNewswire-HISPANIC PR WIRE/ -- Es posible que sea elegible para un pago en efectivo de un **acuerdo de demanda colectiva de \$ 120,334,500** que involucre a la National Association of REALTORS®, "NAR") y varias compañías de corretaje de bienes raíces residenciales (en conjunto, los "Demandados"). Una demanda titulada *Tuccori et al. v. En World Properties, LLC et al.*, No. 1:24 -cv-00150 (S.F. Ill.) afirma que los Demandados participaron en una conducta ilegal y anticompetitiva para recaudar, arreglar y mantener comisiones de corredores de bienes raíces en cantidades elevadas en violación de las leyes federales y estatales. Las personas que presentaron la demanda alegan que la conducta anticompetitiva de los Demandados perjudicó a los compradores de vivienda al inflar los precios de las viviendas y reducir la calidad de los servicios de intermediación del comprador. Los Demandados niegan haber violado la ley, y el tribunal no ha decidido quién tiene razón o quién no. Las Partes han acordado resolver las reclamaciones legales en la demanda y evitar las incertidumbres y los costos de continuar con la demanda.

¿Quién está incluido?

El Acuerdo incluye a todas las personas que (1) compraron una vivienda que figuraba en un Servicio de Anuncios Múltiples ("MLS") en cualquier lugar de Estados Unidos (2) donde se pagó una comisión a cualquier corretaje en relación con la transacción (3) durante los Períodos de la Clase, sujeto a ciertas exclusiones. Los rangos de fechas para los Períodos de Clase varían según el estado. Visite www.homebuyersettlement.com para confirmar si es miembro del Grupo del Acuerdo y es elegible para presentar una reclamación.

¿Este Acuerdo incluye a los vendedores de viviendas?

No. Hay diferentes acuerdos que cubren a las personas que vendieron una casa, incluso si también han comprado una casa. Los acuerdos con los vendedores de viviendas se alcanzaron en otras demandas como *Burnett et al. v. The Nat'l Ass'n of Realtors*, No. 19-cv-00332 (W.D. Mo.) y *Gibson et al. v. The Nat'l Ass'n of Realtors® et al.*, No. 4:23 -cv-00788-SRB (W.D. Mo.). Si usted es un miembro de la clase en uno de los acuerdos del vendedor de vivienda, está excluido del Acuerdo aquí y no puede recibir un pago del Acuerdo.

¿Qué proporciona el acuerdo?

Si es miembro del Grupo del Acuerdo, puede presentar una Reclamación en línea o por correo postal antes del **27 de octubre de 2026** para recibir **un pago en efectivo del Fondo Global del Acuerdo de \$ 120,334,500.**

En este momento, no se sabe cuánto recibirá cada Miembro de la Clase del Acuerdo o cuándo se realizarán los pagos. El monto de cada pago dependerá de la cantidad de formularios de reclamo válidos, la cantidad de propiedades compradas y la cantidad de comisiones pagadas en esas transacciones.

Otras opciones

Opt-Out matasellado antes del 17 de septiembre de 2026. Envíe una solicitud de exclusión voluntaria si no desea formar parte del Colectivo del Acuerdo. El Tribunal excluirá a los miembros del grupo del Acuerdo que soliciten la exclusión voluntaria. El Aviso de formulario largo en el sitio web del Acuerdo explica cómo optar por no participar. Si no opta por *no* participar, estará sujeto al Acuerdo y a cualquier orden o sentencia.

Objeción antes del 17 de septiembre de 2026. Puede oponerse al Acuerdo si no opta por no participar. El Aviso de formulario largo en el sitio web del Acuerdo explica cómo objetar.

¿Qué corredurías de bienes raíces se nombran en el Acuerdo?

Hay 25 empresas inmobiliarias residenciales nombradas en el Litigio que han acordado el Acuerdo. Para obtener una lista completa, visite <https://homebuyersettlement.com/home/FAQ>. Además, el Acuerdo libera todas las Reclamaciones Liberadas que los miembros de la Clase del Acuerdo tienen contra la NAR y sus afiliadas, así como las siguientes entidades, siempre que cumplan con ciertas condiciones, incluido que acuerden cumplir con ciertos cambios de práctica: (i) Miembros de la NAR, Miembros Asociados y Juntas de Miembros que no operan una MLS no incorporada; (ii) MLS de Agentes Inmobiliarios y MLS que no son Agentes Inmobiliarios, como se describe en el Acuerdo de Opt-In; y (iii) corredurías de bienes raíces que tienen un REALTOR® como Principal con membresía en la NAR en la fecha de la Notificación de Clase y un Principal que era un Participante en cualquier MLS durante el Período de la Clase, siempre que no hayan resuelto o hayan sido nombrados como demandados en cualquier demanda o acción que alegue reclamos que comparten el mismo predicado fáctico que los afirmados en el Litigio al 10 de abril de 2026.

¿Cuándo se aprobará el Acuerdo?

El 2 de noviembre de 2026, el Tribunal celebrará una audiencia de equidad final para decidir si aprueba el Acuerdo, una adjudicación de honorarios de abogados a los Abogados de la Clase de hasta un tercio del Fondo Global del Acuerdo más los costos, las indemnizaciones por servicios prestados y cualquier objeción. El Tribunal también considerará pagos de adjudicación de servicio de hasta \$ 7,500 a cada uno de los Representantes de la Clase. Usted o su abogado pueden solicitar comparecer en la audiencia si lo desean, pero no tienen que asistir.

Para más información, visite www.HomeBuyerSettlement.com o llame al número gratuito 1-877-417-7662.

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Attachment 11

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DID YOU BUY A HOME?
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\$120M+
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Hi J Dads,

If you purchased a home in recent years, you may be eligible to claim part of a \$120 million+ class action settlement.

The National Association of Realtors and several real estate brokerages agreed to the settlement following allegations that real estate broker commissions were unlawfully raised, fixed and maintained.



You may be eligible if you purchased a qualifying home that was listed on a multiple listing service (MLS) and a commission was paid to the brokerage firm as part of the transaction.

Find Out if You Qualify

However, time is limited. **File your claim by October 27, 2026, to be considered for a settlement payment.**



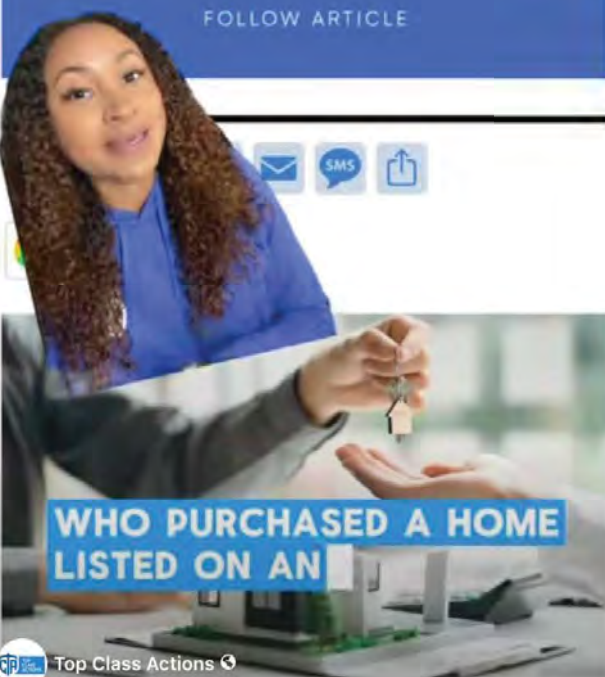
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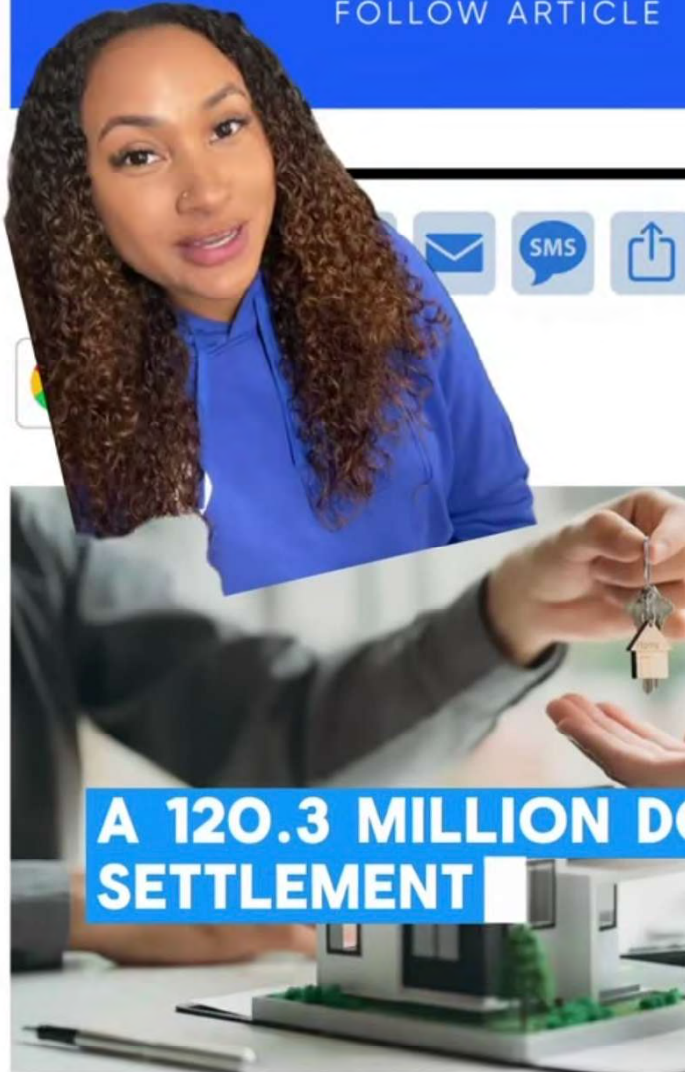


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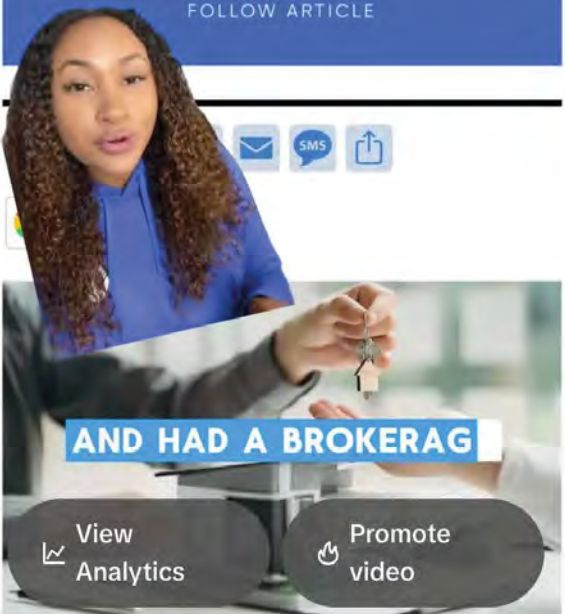
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The National Association of Realtors and partner brokerages have finalized a \$120 million class action settlement to resolve allegations that they conspired to artificially inflate buyer-broker commissions on home sales.

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The National Association of Realtors (NAR) and several real estate brokerage companies agreed to pay more than \$120 million to resolve claims they violated federal antitrust laws by conspiring to raise and fix real estate broker commissions. Class members can claim cash.



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Acuerdo de demanda colectiva de agencia de corretaje de bienes raíces residenciales



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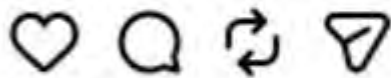
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Acuerdo de demanda colectiva de agencia de corretaje de bienes raíces residenciales



Learn more



legal.notice Acuerdo alcanzado para personas que pagaron una comisión por la compra de una vivienda a una agencia de corretaje



Legal Notice  @class_notice Ad

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. File a claim at www.HomeBuyerSettlement.com by October 27, 2026.

Residential Real Estate Brokerage Class Action Settlement



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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. File a claim at www.HomeBuyerSettlement.com by October 27, 2026.

Residential Real Estate Brokerage Class Action Settlement



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Attachment 13



Realtor Settlement



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Homebuyer Antitrust Litigation | Claim Deadline Approaching

Purchase a home that was listed on a MLS in the U.S., and paid a brokerage commission? File a claim by 10/27/26 for a cash payment from a class action settlement.

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Residential Real Estate Broker Commissions Antitrust Settlements

<https://www.realestatecommissionlitigation.com>

Residential Real Estate Broker Commissions Antitrust ...

The deadline to file a claim for all previous Settlements passed on May 9, 2025. You only needed to file one claim for each home you sold. FILE A CLAIM. [Read more](#)



homebuyersettlement.com

<https://homebuyersettlement.com>

Homebuyer Antitrust Settlement - Home

This website provides information about a class action settlement reached with The National Association of REALTORS® and a number of residential real estate ... [Read more](#)



Top Class Actions

<https://topclassactions.com/open-lawsuit-settlements>

\$120M NAR real estate commission class action settlement

Aug 7, 2026 — The National Association of Realtors and several real estate brokerages agreed to pay more than \$120 million to resolve claims they violated ...



National Association of REALTORS®

<https://www.nar.realtor/the-facts/nar-settlement-faqs>

NAR Settlement FAQs

Get answers about NAR's settlement, including key terms, who is covered, practice changes, and NAR operations

People also ask

What happened with the Realtor settlement?



How much is the realtor settlement?



Who qualifies for the real estate settlement?



What settlements are paying out right now?



USA Today

<https://www.usatoday.com/story/money/2026/08/20>

Homebuyers may qualify for \$28.5M settlement

Aug 20, 2026 — Bought a home in recent years? You could qualify for money from a \$28.5 million Keller Williams and RF/MAX settlement. Check details.

Attachment 14



Exclusion Report

Tuccori v. At World Properties, LLC

Number	Tracking Number	Status
1	XXXXXXX463	Complete
2	XXXXXXX464	Complete
3	XXXXXXX709	Complete
4	XXXXXXX232	Complete
5	XXXXXXX232	Complete
6	XXXXXXX233	Complete
7	XXXXXXX263	Complete
8	XXXXXXX264	Complete
9	XXXXXXX446	Incomplete
10	XXXXXXX816	Incomplete
11	XXXXXXX880	Complete
12	XXXXXXX881	Complete
13	XXXXXXX882	Complete
14	XXXXXXX879	Incomplete
15	XXXXXXX814	Complete
16	XXXXXXX883	Complete
17	XXXXXXX883	Complete
18	XXXXXXX133	Complete
19	XXXXXXX162	Complete
20	XXXXXXX163	Complete
21	XXXXXXX164	Complete
22	XXXXXXX165	Complete
23	XXXXXXX171	Complete
24	XXXXXXX166	Complete
25	XXXXXXX081	Complete
26	XXXXXXX355	Complete
27	XXXXXXX343	Complete
28	XXXXXXX393	Complete
29	XXXXXXX394	Complete
30	XXXXXXX395	Complete
31	XXXXXXX396	Complete
32	XXXXXXX476	Complete
33	XXXXXXX475	Late
34	XXXXXXX397	Complete
35	XXXXXXX397	Complete
36	XXXXXXX779	Late
37	XXXXXXX704	Late

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

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

**THIRD DECLARATION OF SPECIAL MASTER FOR MEDIATION
JUDGE JAMES F. HOLDERMAN (RET.)**

I, Judge James F. Holderman (Ret.), hereby aver pursuant to 28 U.S.C. § 1746 as follows:

1. I am fully competent to make this Declaration, I have personal knowledge of all matters set forth herein unless stated otherwise, and I would testify to all such matters if called as a witness.

2. I have previously submitted Declarations to the Court in this matter to provide information about the mediated negotiations I oversaw that led to preliminarily approved class settlements as well as my performance of my duties as a mediator and Court-appointed Special Master for Mediation. (Dkt. Nos. 58-4, 110-1, 168-1).

3. I am submitting this Third Supplemental Declaration in my role as Special Master for Mediation to provide the Court with further information in advance of the upcoming final approval hearing scheduled for November 2, 2026.

4. I have reviewed the filings concerning approval of the Settlement in this matter

since entry of the Court's Preliminary Approval Order on May 26, 2026 (Dkt. 177), including the objections from three objectors, Shiyang Huang (Dkt. 203), Tom Wheeler (Dkt. 204), and Aaron Bolton (Dkt. 207), as well as the materials submitted with those objections pertaining to Mr. Bolton's appeal of the denial of request to intervene.

5. I reiterate my statements in my prior Declarations that each of the mediation sessions I oversaw was conducted at arms-length according to my mediation procedures, the Court-approved Class Settlement Agreement, and the Court's Preliminary Approval Orders. No collusion occurred in the negotiations which I oversaw, and at no time did any of the negotiating parties discuss the substance or existence of prior settlement negotiations (if any) between them and any plaintiffs in other litigation.

6. In conducting the mediations resulting in the class settlements here, I utilized the same mediation procedures I have employed throughout my tenure as a private mediator with JAMS to ensure the fairness and integrity of the mediation process. These are the same procedures I employed to assist the parties reach the mediated class action settlement discussed by the United States Court of Appeals for the Eleventh Circuit in *Ponzio v. Pinon*, 87 F.4th 487, 507-08 (11th Cir. 2023) where the objectors asserted similar arguments of purported collusion and reverse auction that certain of the objectors have asserted here. There the Eleventh Circuit stated:

The district court rejected [objectors'] assertions, and determined that the settlement agreement "was not the product of fraud or collusion but negotiated at an arm's-length formal mediation conducted by a neutral, highly respected mediator[.]" former United States District Judge James F. Holderman.

The record before the district court included a declaration from Judge Holderman stating, among other things, that he "personally witnessed that each side and their [c]ounsel conducted their mediated settlement negotiations in an adversarial, arm's length, and non-collusive manner" and that "both sides approached the

settlement negotiations in good faith and worked accordingly while vigorously maintaining integrity to their positions.”

The district court acted within its discretion in crediting Judge Holderman’s perspective and opinion. As it explained, “[t]he close participation of . . . Judge Holderman in multiple mediation sessions support[ed] the procedural fairness of the [s]ettlement [a]greement.”

Id. (cleaned up).

7. I have also reviewed the trio of recent opinions issued by the Eighth Circuit affirming approval of class settlements reached in the home seller side of this antitrust litigation. *Burnett v. Nat’l Ass’n of Realtors*, 187 F.4th 1051, 1062 (8th Cir. Aug. 19, 2026), *reh’g and reh’g en banc denied*, 2026 WL 2873025 (8th Cir. Sept. 24, 2026) *Gibson v. Nat’l Ass’n of Realtors*, --- F.4th ---, 2026 WL 2580277 (8th Cir. Sept. 1, 2026); *Burnett v. Nat’l Ass’n of Realtors*, 2026 WL 2719085, at *1 (8th Cir. Sept. 15, 2026). In those opinions, the Eighth Circuit, *inter alia*, affirmed approval of the global settlement with the National Association of Realtors®, which included an opt-in process like the one the Court has approved here, and overruled numerous objections to the seller-side settlements.

8. I believe that the opt-in procedure here mirrored the one used in *Burnett* and was appropriate for the same reasons as it was in *Burnett*. Under the circumstances of this litigation, which involved an alleged nationwide antitrust conspiracy with numerous participants, the opt-in mechanism was an appropriate method to facilitate settlements with the many alleged co-conspirators for the benefit of the class members.

9. As stated in my previous Declarations, in each mediation in this matter I personally witnessed each side and their counsel conduct their mediated negotiations in an adversarial, robust and arm’s length manner, and that in each mediation both sides approached the mediated negotiations in good faith. I observed throughout that the attorneys for each side in

each mediation were experienced, skilled, and ethical as they continued to zealously advocate and vigorously maintain the integrity in their positions while ultimately reaching a reasonable compromise for their respective clients.

10. As I have stated before, I understand that my primary responsibilities as the Special Master for Mediation have concluded, but I will remain available should the Court desire my assistance.

Under penalties of perjury provided by law, the undersigned certifies that statements set forth in this Declaration are true and correct.

Executed on 10/7/2026 | 7:19 AM PDT in Chicago, Illinois.

Signed by:

Hon. James F. Holderman (Ret.)

87EDB38B2659449...

Judge James F. Holderman (Ret.)

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

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

**JOINT DECLARATION OF PAUL T. GESKE AND JONATHAN M. JAGHER IN
SUPPORT OF PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION
SETTLEMENTS WITH ALL SETTLING DEFENDANTS AND OPT-IN SETTLORS**

We, Paul T. Geske and Jonathan M. Jagher, hereby aver pursuant to 28 U.S.C. § 1746 that we are fully competent to make this Declaration, we have personal knowledge of all matters set forth herein unless stated otherwise, and we would testify to all such matters if called as witnesses.

1. I, Paul T. Geske, am a licensed attorney and a partner at McGuire Law, P.C., and I am admitted to practice in Illinois and before numerous federal courts throughout the country, including the U.S. District Court for the Northern District of Illinois and the U.S. Supreme Court.

2. I, Jonathan M. Jagher, am a licensed attorney and a partner at Justice Jagher London & Millen LLC ("JJLM"), and I am admitted to practice in Illinois and before numerous federal courts throughout the country, including the U.S. District Court for the Northern District of Illinois.

3. Along with our colleagues, Myles McGuire and Evan M. Meyers at McGuire Law, P.C., and Matthew W. Ruan at JJLM, we are counsel of record for Plaintiffs and have been appointed Settlement Class Counsel¹ for Plaintiffs and the certified Settlement Class in this matter.

4. This Declaration is being submitted in support of Plaintiffs' Motion for Final Approval of Class Action Settlements with All Settling Defendants and Opt-In Settlers being filed herewith.

Qualifications & Experience of Paul T. Geske and McGuire Law, P.C.

5. McGuire Law, P.C. is a law firm based in Chicago, Illinois that focuses its practice on class actions and complex litigation, representing clients in state and federal trial and appellate courts throughout the country.

6. I, Paul T. Geske, and the other McGuire Law, P.C. attorneys representing Plaintiffs and the Settlement Class Members regularly handle complex litigation on behalf of plaintiffs and have extensive experience in class action lawsuits similar in size and complexity to the instant case.

7. McGuire Law, P.C. attorneys regularly handle challenging cases involving matters of first impression and issues of national significance, and we have developed a long track-record of success at both the trial and appellate levels. For example, McGuire Law, P.C. attorneys served as class counsel in *Rogers v. BNSF Ry. Co.*, No.: 1:19-cv-03083 (N.D. Ill.), where we obtained a \$228 million jury verdict on behalf of a certified class of more than 45,000 truck drivers in the first-ever class action trial involving claims brought under the Illinois Biometric Information Privacy Act, 740 ILCS 14/1, *et seq.* We have also secured many appellate

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

rulings that have protected the rights of consumers to bring class actions. *See, e.g., Campbell-Ewald Co. v. Gomez*, 136 S. Ct. 663 (2016) (issuing a landmark decision regarding the doctrine of mootness in class actions); *Guertin v. Michigan*, 912 F.3d 907 (6th Cir. 2019) (sustaining novel claims for violation of the due process right to bodily integrity based on delivery of lead-contaminated drinking water during the Flint Water crisis), *reh'g en banc denied*, 924 F.3d 309 (6th Cir. 2019), *cert. denied*, *City of Flint v. Guertin*, 140 S. Ct. 933 (2020).

8. McGuire Law, P.C. attorneys and their firms have been appointed as class counsel in numerous class action cases.² McGuire Law, P.C. attorneys are also often appointed as interim

² *See, e.g., Gray v. Mobile Messenger Americas, Inc.* (S.D. Fla. 2008); *Gresham v. Keppler & Associates, LLC* (Sup. Ct. Los Angeles Cnty., Cal. 2008); *Sims v. Cellco Partnership* (N.D. Cal. 2009); *Van Dyke v. Media Breakaway, LLC* (S.D. Fla. 2009); *Paluzzi v. mBlox, Inc.* (Ill. Cir. Ct. Cook Cnty. 2009); *Ryan v. Snackable Media, LLC* (Ill. Cir. Ct. Cook Cnty. 2011); *Parone v. m-Qube, Inc.* (Ill. Cir. Ct. Cook Cnty. 2010); *Valdez v. Sprint Nextel Corp.* (N.D. Cal. 2010); *Lozano v. Twentieth Century Fox* (N.D. Ill. 2011); *Kramer v. Autobytel* (N.D. Cal. 2011); *Walker v. OpenMarket, Inc.* (Ill. Cir. Ct. Cook Cnty. 2011); *Schulken v. Washington Mutual Bank* (N.D. Cal. 2011); *In re Citibank HELOC Reduction Litig.* (N.D. Cal. 2012); *Murray v. Bill Me Later, Inc.* (N.D. Ill. 2014); *Valladares v. Blackboard, Inc.* (Ill. Cir. Ct. Cook Cnty. 2016); *Hooker v. Sirius XM Radio, Inc.* (E.D. Va. 2017); *Flahive v. Inventurus Knowledge Solutions, Inc.* (Ill. Cir. Ct. Cook Cnty. 2017); *Serrano v. A&M (2015) LLC* (N.D. Ill. 2017); *Seal v. RCN Telecom Servs., LLC* (Ill. Cir. Ct. Cook Cnty. 2017); *Vergara v. Uber Technologies, Inc.* (N.D. Ill. 2018); *Zepeda v. International Hotels Group, Inc.* (Ill. Cir. Ct. Cook Cnty. 2018); *Kovach v. Compass Bank* (Cir. Ct. Jefferson Cnty., Ala. 2018); *Svagdis v. Alro Steel Corp.* (Ill. Cir. Ct. Cook Cnty. 2018); *Zhirovetskiy v. Zayo Group, LLC* (Ill. Cir. Ct. Cook Cnty. 2019); *Marshall v. Life Time Fitness, Inc.* (Ill. Cir. Ct. Cook Cnty. 2019); *McGee v. LSC Communications, Inc.* (Ill. Cir. Ct. Cook Cnty. 2019); *Prather v. Wells Fargo Bank, N.A.* (N.D. Ill. 2019); *Nelson v. Nissan North America, Inc.* (M.D. Tenn. 2019); *Smith v. Pineapple Hospitality Grp.* (Ill. Cir. Ct. Cook Cnty. 2020); *Garcia v. Target Corp.* (D. Minn. 2020); *Roberts v. Superior Nut and Candy Co., Inc.* (Ill. Cir. Ct. Cook Cnty. 2020); *Rafidia v. KeyMe, Inc.* (Ill. Cir. Ct. Cook Cnty. 2020); *Burdette-Miller v. William & Fudge, Inc.* (Ill. Cir. Ct. Cook Cnty. 2020); *Farag v. Kiip, Inc.* (Ill. Cir. Ct. Cook Cnty. 2020); *Lopez v. Multimedia Sales & Mktg., Inc.* (Ill. Cir. Ct. Cook Cnty. 2020); *Prelipceanu v. Jumio Corp.* (Ill. Cir. Ct. Cook Cnty. 2020); *Williams v. Swissport USA, Inc.* (Ill. Cir. Ct. Cook Cnty. 2020); *Glynn v. eDriving, LLC* (Ill. Cir. Ct. Cook Cnty. 2020); *Pearlstone v. Costco Wholesale Corp.* (E.D. Mo. 2020); *Kusinski v. ADP, LLC* (Ill. Cir. Ct. Cook Cnty. 2021); *Draland v. Timeclock Plus, LLC* (Ill. Cir. Ct. Cook Cnty. 2021); *Harrison v. Fingercheck, LLC* (Ill. Cir. Ct. Lake Cnty. 2021); *Rogers v. CSX Intermodal Terminals, Inc.* (Ill. Cir. Ct. Cook Cnty. 2021); *Gonzalez v. Silva International, Inc.* (Ill. Cir. Ct. Cook Cnty. 2021); *Salkauskaite v. Sephora USA, Inc.* (Ill. Cir. Ct. Cook Cnty. 2021); *Williams v. Inpax Shipping Solutions, Inc.* (Ill. Cir. Ct. Cook Cnty. 2021); *Roberts v. Paramount Staffing, Inc.* (Ill. Cir. Ct. Cook Cnty. 2021); *Roberts v. Paychex, Inc.* (Ill. Cir. Ct. Cook Cnty. 2021); *Zanca v. Epic Games, Inc.* (Sup. Ct. Wake Cnty., N.C. 2021); *Rapai v. Hyatt Corp.*, 2017-CH-14483 (Ill. Cir. Ct. Cook Cnty. 2022); *Jackson v. UKG, Inc.* (Ill. Cir. Ct. McLean Cnty. 2022); *Vo v. Luxottica of America, Inc.* (Ill. Cir. Ct. Cook Cnty. 2022); *Rogers v. Illinois Central Railroad Co.* (Ill. Cir. Ct. Cook Cnty. 2022); *Stiles v. Specialty Promotions, Inc.* (Ill. Cir. Ct. Cook Cnty. 2022); *Fongers v. CareerBuilder LLC* (Ill. Cir. Ct. Cook Cnty.

class counsel to lead complex class litigation on behalf of consumers against large corporations by courts around the country, such as in *Wood et al. v. FCA US LLC*, 20-cv-11054 (E.D. Mich.) (automotive defect consumer class action) and *Nicholas v. Amazon, Inc.*, 2:22-cv-01616 (W.D. Wash.) (data privacy class action).

9. In my (Paul T. Geske's) role as an attorney at McGuire Law, P.C., I have served as class counsel in numerous class action cases in state and federal courts across the country. My practice spans a wide variety of different types of litigation, including cases involving employee compensation, data security, privacy protection, consumer fraud, product liability, and product mislabeling claims. My litigation efforts have helped secure many notable class settlements, such as *Koziol v. Befesa Zinc US, Inc.*, No. 1:24-cv-01310 (N.D. Ill.), *Komorski v. Polmax Logistics, LLC*, No. 2021-CH-01601 (Ill. Cir. Ct. Cook Cnty.), *Fongers v. CareerBuilder, LLC*, No. 2019-CH-12804 (Ill. Cir. Ct. Cook Cnty.), *Pearlstone v. Wal-Mart Stores, Inc.*, No. 4:17-cv-02856-HEA (E.D. Mo.), *Burdette-Miller v. Williams & Fudge, Inc.*, No. 2016-M6-000470 (Ill. Cir. Ct. Cook Cnty.), *Farag v. Kiip, Inc.*, 2019-CH-01695 (Ill. Cir. Ct. Cook Cnty.), *Sheeley v. Wilson Sporting Goods, Co.*, 2018-CH-04770 (Ill. Cir. Ct. Cook Cnty.), *Flahive v. Inventurus Knowledge*

2022); *Vega v. Mid-America Taping & Reeling, Inc.* (Ill. Cir. Ct. DuPage Cnty. 2022); *Wood et al. v. FCA US LLC* (E.D. Mich. 2022); *Marzec v. Reladyne, LLC* (Ill. Cir. Ct. Cook Cnty. 2022); *Komorski v. Polmax Logistics, LLC et al.* (Ill. Cir. Ct. Cook Cnty. 2022); *Wordlaw v. Enterprise Holdings, Inc. et al.* (N.D. Ill. 2023); *McGowan v. Veriff, Inc.* (Ill. Cir. Ct. DuPage Cnty. 2023); *Davis v. Cafeteria Alternatives, Inc.* (Ill. Cir. Ct. Cook Cnty. 2023); *Mahmood v. Berbix, Inc.* (Ill. Cir. Ct. Lake Cnty. 2023); *King v. PeopleNet Corporation* (Ill. Cir. Ct. Cook Cnty. 2023); *McFarland v. SIU Physicians & Surgeons, Inc.* (Ill. Cir. Ct. Jackson Cnty. 2023); *Romero v. Mini Storage Maintenance, LLC* (Ill. Cir. Ct. Cook Cnty. 2023); *Grabowska v. The Millard Group, LLC* (Ill. Cir. Ct. Cook Cnty. 2023); *Fregoso v. American Airlines, Inc.* (Ill. Cir. Ct. Cook Cnty. 2023); *Martinez v. PowerStop, LLC* (Ill. Cir. Ct. Cook Cnty. 2024); *Lumpkins v. R&M Freight, Inc.* (Ill. Cir. Ct. Cook Cnty. 2024); *Wells v. Relish Labs, LLC* (Ill. Cir. Ct. Cook Cnty. 2024); *Coleman v. Farm King Supply, LLC*, (Ill. Cir. Ct. McDonough Cnty. 2024) *Taylor v. 815 Pallets, Inc.* (Ill. Cir. Ct. Cook Cnty. 2024); *Koziol v. Befesa Zinc US Inc.*, No. 1:24-cv-01310 (N.D. Ill. 2025); *Gomez v. Industrial Business Services, LLC* (Ill. Cir. Ct. DuPage Cnty. 2025); *Quinonez v. NEP Electronics, Inc.* (Ill. Cir. Ct. Cook Cnty. 2025); *Wilson v. Park House Nursing & Rehabilitation Center* (Ill. Cir. Ct. Cook Cnty. 2025); *Koch v. GDB* (Ill. Cir. Ct. Wash. Cnty. 2026); *Green v. Lemont Grove Advisors, LLC.*, No. 2020-CH-000582 (Ill. Cir. Ct. DuPage Cnty. 2026).

Solutions, Inc., 2017-CH-07570 (Ill. Cir. Ct. Cook Cnty.), *Seal v. RCN Telecom Servs., LLC*, 2016-CH-07073 (Ill. Cir. Ct. Cook Cnty.), *Valladares v. Blackboard, Inc.*, 2016-CH-06482 (Ill. Cir. Ct. Cook Cnty.), and *Vergara v. Uber Techs., Inc.*, 15-cv-6942 (N.D. Ill.), among others. I am currently serving on the Plaintiffs' Steering Committee, Law & Briefing Committee, and Consumer Class Committee of the plaintiffs' counsel leadership group appointed in *In re: Valsartan, Losartan, & Irbesartan Products Liability Litigation*, MDL No. 19-2875 (D. N.J.), a large pharmaceutical drug MDL. I received my B.A. *cum laude* from the University of Illinois at Chicago in 2011 and my J.D. *magna cum laude* from the Chicago-Kent College of Law in 2015.

10. Myles McGuire is the Managing Partner of McGuire Law. Mr. McGuire has been recognized as a leader among class action attorneys by his peers and courts across the country and has been appointed class counsel in numerous state and federal class actions. Mr. McGuire has successfully prosecuted claims on behalf of his clients in trial and appellate courts at both the state and federal levels throughout the U.S. in cases involving consumer fraud, unfair competition, invasion of privacy, false advertising, and breach of contract, among many others. Mr. McGuire is a graduate of Marquette University and Marquette University Law School and is admitted to practice in the Illinois Supreme Court, Wisconsin Supreme Court, and the U.S. Supreme Court. Prior to founding McGuire Law, P.C. in 2013, Mr. McGuire was a managing member of Edelson McGuire, LLC.

11. Evan M. Meyers is a partner at McGuire Law, P.C. Mr. Meyers has extensive experience with class action litigation and has served as class counsel in dozens of class actions that have collectively recovered hundreds of millions of dollars in damages on behalf of consumers. Mr. Meyers has served as the lead or co-lead attorney in scores of class action cases pending in state and federal trial and appellate courts across the nation, including in the U.S.

District Court for the Northern District of Illinois, the U.S. District Court for the Southern District of Illinois, the Circuit Court of Cook County, the Circuit Court of Lake County, the Seventh Circuit Court of Appeals, the Ninth Circuit Court of Appeals, and the U.S. Supreme Court. Mr. Meyers received his B.A. from the University of Michigan and graduated from the University of Illinois College of Law in 2002.

12. A copy of the McGuire Law, P.C. firm resume is attached hereto.

Qualifications & Experience of Jonathan M. Jagher and JJLM

13. JJLM is a nationally recognized law firm based in Lincolnshire, Illinois that focuses its practice on class actions and complex litigation, representing clients in state and federal trial and appellate courts throughout the country. JJLM specializes in antitrust and consumer protection class action litigation. JJLM, whose partners have over 50 years of collective experience litigating complex class actions, has been appointed to over a hundred court-appointed leadership roles and has recovered over \$5 billion for clients and class members, including three of the four largest antitrust class action settlements in Seventh Circuit history. Notable antitrust matters in which JJLM serves or served as lead or co-lead counsel include: *In re Payment Card Interchange Fee Litigation* (E.D.N.Y.) (preliminary approval granted for class settlement reasonably valued in excess of \$200 billion); *In re Peanut Farmers Antitrust Litigation* (E.D. Va.) (recovering \$102.75 million); *In re Brand Name Prescription Drugs Antitrust Litigation* (N.D. Ill.) (recovering \$715 million); *In re High Fructose Corn Syrup Antitrust Litigation* (C.D. Ill.) (recovering \$531 million); *In re Automotive Parts Antitrust Litigation* (E.D. Mich.) (recovering over \$550 million); and *Kleen Products v. International Paper (Containerboard)* (N.D. Ill.) (recovering \$376 million). In addition, JJLM currently serves as interim lead or co-lead counsel in various pending antitrust matters: *In re Archery Products Antitrust Litigation* (D.

Colo.) (JJLM serves as interim co-lead counsel on behalf of direct purchasers); *In re Frozen Potato Products Antitrust Litigation* (N.D. Ill.) (JJLM serves as interim co-lead counsel for the commercial indirect purchaser class); *In re Granulated Sugar Antitrust Litigation* (D. Minn.) (JJLM serves as interim co-lead counsel for the commercial indirect purchaser class); and *In re Fragrances Antitrust Litigation* (D.N.J.) (JJLM serves as interim co-lead counsel for the end-user class).

14. In my (Jonathan M. Jagher's) role as an attorney at JJLM, I have served as class counsel in numerous class action cases in state and federal courts across the country. I have extensive experience litigating class actions of similar, size, scope and complexity to the instant action. I have been appointed as Co-Lead Counsel and to Plaintiffs' Steering and Executive Committees in antitrust and other complex litigation cases. My recent antitrust cases include, *Kent et al. v. Women's Health USA, Inc.* FST-CV21-6054676-S (Ct. Superior Court) where I was appointed as Co-Lead Counsel on behalf of women who were victims of alleged price fixing by IVF clinics leading to a settlement of \$2.85 million. I was named to the Executive Committee in *Cameron et. al. v. Apple, Inc.* 4:19-cv-03074 (N.D. Cal.) and helped recover \$100 million on behalf of app developers (for this role my firm and I were named as a recipient of the American Antitrust Institute's Award for Outstanding Antitrust Litigation Achievement in Private Law Practice). My firm was appointed Co-Lead Counsel in *In re Automotive Parts Antitrust Litigation*, MDL No. 2311 (E.D. Mich.) (total settlements over \$550 million), and I played an active leadership role throughout the 15 years of litigation. Beyond my antitrust matters, I have been appointed Class Counsel and to Plaintiffs' leadership committees in numerous data privacy matters. I was appointed to and served as Co-Lead Counsel in a data privacy case against various Bumble entities that operate popular dating apps. After three years of litigation, on October 24,

2024, Judge Ronald A. Barch granted final approval of a \$40 million settlement that I negotiated alongside my Co-Lead Counsel, including Evan M. Meyers of McGuire Law, P.C. (*Dzananovic and Howell v. Badoo Trading Limited and Bumble Trading LLC*, 2021-L-307 (Circ. Ct. Winnebago County, Illinois)). I was appointed by Judge Allison D. Burroughs as Co-Chair of the Settlement Committee in *In re: MoveIt Customer Data Security Breach Litigation*, MDL No. 1:23-md-03083-ADB (D. MA), litigation involving one of the largest data breaches in history involving over 100 defendants. I served as Co-Lead Counsel in *Powe v. Dermalogica, LLC*, 2022-LA-000874 (Circ. Ct. DuPage County, Illinois), a data privacy case resulting in a settlement valued at \$8.9 million. Former Northern District of Illinois Justice John Z. Lee (currently serving on the U.S. Court of Appeals for the 7th Circuit) appointed me to serve on the Plaintiffs' Steering Committee in *In Re: TikTok, Inc., Consumer Privacy Litigation*, MDL No. 2948 (N.D. Ill.), a class action related to allegations of data privacy violations. In that case, I was one of the primary negotiators of a \$92 million settlement, one of the largest in Illinois history. I served as one of the Settlement Class Counsel in *In re Proctor & Gamble Aerosol Products Marketing and Sales Practice Litigation*, 2:22-MD-3025 (S.D. OH) (settlement valued over \$11 million) and was appointed to serve on the Plaintiffs' Executive Committees in *In Re: Morgan Stanley Data Security Litigation*, 1:20-CV-05914 (S.D. NY), a data breach resulting in a \$60 million settlement and *Jones et. al. v. Lemonade Inc. et al.* 2022-LA-000308-366 (Circ. Ct. DuPage County, Illinois) (data privacy settlement of \$4 million). I received my B.A. *magna cum laude* from Boston University in 1998 and my J.D. from Washington University School of Law in 2001.

15. Matthew Ruan is a partner at JJLM and has extensive experience with antitrust class action litigation. Mr. Ruan has co-led JJLM's efforts in the prosecution of this matter and has also played a key role in procuring the settlements achieved to date. Mr. Ruan has been

appointed as Co-Lead counsel in antitrust matters, including *Estuary Transit District v. Hartford HealthCare Corp. et al.*, No. 24-cv-01051 (D. Conn.) and *Lambrix et al. v. Tesla, Inc.*, 23-cv-01145-TLT (N.D. Cal.). Notable matters in which Mr. Ruan has helped secure significant recoveries for the clients and classes he has represented include: *Sutter Health Antitrust Litigation* (Sup. Ct. Cal., San Fran. Cty.) (antitrust class action against Sutter Health, one of the largest healthcare providers in California, for restraining hospital competition through its contracting practices with insurance companies, resulting in \$575 million settlement and significant injunctive relief); *In re Automotive Parts Antitrust Litigation* (E.D. Mich.); and *In re AOL/Time Warner Securities Litigation* (S.D.N.Y.) (class action alleging securities fraud in connection with merger of AOL and Time Warner, resulting in \$2.65 billion recovery for shareholders). Mr. Ruan received his B.A., with Honors, from the University of Chicago and his J.D. from the University of Michigan.

16. A copy of the JJLM firm resume is attached hereto.

Class Counsel's Efforts Prosecuting the Litigation

17. Class Counsel began their investigation in this matter nearly three years ago and filed the case captioned *Tuccori v. At World Properties, LLC*, No. 1:24-cv-00150 on December 8, 2023. (Dkt. No. 1).

18. In addition to the *Tuccori* action, Class Counsel also brought the six other cases consolidated with *Tuccori* before this Court: *Maslanka et al. v. Baird & Warner, Inc.*, No. 1:24-cv-02399, filed on February 22, 2024; *Hartz v. Real Estate One, Inc.*, No. 1:24-cv-03160, filed on March 20, 2024; *Wallach et al. v. Silvercreek Realty Group LLC*, No. 1:24-cv-3356, filed on April 25, 2024; *Zawislak et al. v. Equity Realtors L.L.C. d/b/a Equity Real Estate et al.*, No. 24-cv-9039, filed on September 26, 2024; *Lopez v. NextHome, Inc. et al.*, No. 24-cv-11735 (*Lopez*

I), filed on November 14, 2024; and *Lopez v. Jennifer Ames Chicago, Inc.*, No. 1:25-cv-04207 (*Lopez II*), filed on April 17, 2025. (See Dkt. Nos. 43, 51).³

19. Each of the cases comprising this Litigation involves claims that real estate brokerages, brokerage franchisors, and other real estate companies joined a conspiracy with the National Association of REALTORS® (“NAR”) and its members to implement and follow anticompetitive practices in the market for real estate broker services that restrained competition nationwide and kept real estate agents’ commissions artificially elevated at the expense of consumers who were forced to pay those commissions.

20. In our experience, the claims in this Litigation were unusually complex and involved substantial risk due to the vast nationwide scope of the alleged conspiracy and the number of alleged co-conspirators; the uncertainty as to how a court would resolve some of the key legal and factual issues here, such as whether Plaintiffs and other homebuyers should be deemed direct or indirect purchasers of real estate broker services and whether the alleged conspiracy at issue is subject to the *per se* or rule of reason analysis; and the investment of time and expenses required to succeed with the Plaintiffs’ claims given the likelihood of facing staunch defenses from some of the most prominent brokerages in the country.

21. Our firms undertook the prosecution of this Litigation notwithstanding the complexity, risks, and legal uncertainty, and understood that we would need to devote thousands, if not tens of thousands, of hours to advancing the Plaintiffs’ claims with no guarantee of success.

22. Following initial proceedings in the *Tuccori* matter, the earliest-filed case, the Parties in *Tuccori* conferred in April 2024 and, recognizing the costs and risks of litigation,

³ Class Counsel also filed an eighth case, *Cwynar v. The Real Brokerage, Inc. et al.*, 25-cv-07289 (N.D. Ill.) (Alexakis, J.), which has not been consolidated with *Tuccori*. *Cwynar* is presently stayed pending final approval of this Settlement because all of the *Cwynar* defendants have opted into the Settlement through the Court-approved opt-in procedures.

determined that it was in their mutual best interests to explore whether there was any possibility of reaching a resolution. To that end, the *Tuccori* Parties agreed to attend a private mediation before former Northern District of Illinois Chief Judge James F. Holderman (Ret.) of JAMS Chicago. In advance of the mediation, the *Tuccori* Parties exchanged information and mediation submissions to facilitate the negotiation process. The *Tuccori* Parties attended the mediation with Judge Holderman on May 21, 2024. That mediation was productive and led to an agreement as to a potential framework for a class settlement.

23. Over the months following the mediation in *Tuccori*, Class Counsel organized and attended nine additional mediations with certain Defendants in the other cases now comprising the Litigation, including:

- With Defendant Baird & Warner, Inc. on August 1, 2024 before Judge Holderman;
- With Defendant Real Estate One, Inc. on June 13, 2024 before Tom McNeill of Tom McNeill ADR;
- With Defendant NextHome, Inc. on February 11, 2025 before Judge Holderman;
- With Defendant Shorewest, Inc. on March 6, 2025 before Judge Holderman;
- With Defendant Realty Executives Intl. Svcs. LLC on July 8, 2025 before the Hon. Morton Denlow (Ret.) of JAMS Chicago;
- With Defendant Side, Inc. on August 21, 2025 before Judge Holderman;
- With The Keyes Company and Illustrated Properties, LLC on August 27, 2025 before Judge Holderman;
- With Vanguard Properties, Inc. on September 25, 2025 before Judge

Holderman; and

- With Defendants Engel & Völkers Americas, Inc. and Engel & Völkers GmbH on September 29, 2025 before Judge Holderman.

24. Each of these mediations was conducted at arms' length and involved the exchange of mediation submissions including briefs, position statements, and other information, such as financial information bearing on the particular brokerage's ability to fund a settlement.

25. Over the many months during which these mediations occurred, Class Counsel engaged in ongoing discussions with the Settling Parties over the scope, contours, and terms of a global settlement agreement.

26. Once negotiations concluded, the Settling Parties and their counsel executed the finalized Class Settlement Agreement submitted to the Court for preliminary approval on October 13, 2025. (Dkt. 58).

27. On October 16, 2025, the Court entered its Preliminary Approval Order granting preliminary approval to the Class Settlement Agreement with the Settling Defendants. (Dkt. 65).

28. Because the claims in the Litigation involve an alleged nationwide conspiracy that spans virtually the entire real estate broker industry, the Court-approved Settlement established a mechanism by which alleged co-conspirators, including "[t]he National Association of REALTORS®, and any real estate brokerage, franchisor, or real estate company that is not a Party to th[e] Settlement Agreement," could elect to opt into the Settlement in exchange for fulfilling certain conditions and making a monetary contribution to the Settlement's Global Settlement Fund, among other things. (Dkt. 58-1 ¶¶ 35-36); (Dkt. 58 at 8) (summarizing the Settlement's opt-in procedure).

29. As part of the Court-approved opt-in procedure, the Court appointed Judge

Holderman to serve as the Special Master for Mediation and conduct, supervise, and oversee mediations with non-parties who elected to attend a mediation in an effort to become an Opt-In Settlor. (Dkt. 58-1 ¶¶ 32-34); (Dkt. 65 ¶ 15).

30. Further, the Court-approved Settlement directed Class Counsel to “use their best efforts to resolve Released Claims with the National Association of REALTORS®, and any real estate brokerage, franchisor, or real estate company that is not a Party to this Settlement Agreement during the Opt-In Period.” (*Id.* ¶ 36).

31. In accordance with the Settlement Agreement and the Court’s Preliminary Approval Order, Class Counsel organized and attended a number of mediations before Judge Holderman with potential Opt-In Settlers, including:

- The Real Brokerage Inc. and Real Broker, LLC conducted by Judge Holderman on December 16, 2025;
- Anywhere Real Estate Inc. conducted by Judge Holderman on February 4, 2026;
- Hanna Holdings, Inc. conducted by Judge Holderman on March 13, 2026;
- Douglas Elliman Inc. conducted by Judge Holderman on March 23, 2026;
- HomeSmart International, LLC conducted by Judge Holderman on March 24, 2026;
- The National Association of Realtors® conducted by Judge Holderman on March 27, 2026;
- HomeServices of America, Inc., BHH Affiliates, LLC, and HSF Affiliates LLC conducted by Judge Holderman on March 30, 2026;
- Compass, Inc. before former Magistrate Judge Michael T. Mason (Ret.),

conducted under Judge Holderman's supervision, on April 9, 2026; and

- eXp World Holdings, Inc. conducted by Judge Holderman on April 10, 2026.

32. Like the prior mediations with the Settling Defendants, each of these mediations was conducted separately and at arm's length. In many instances, the negotiating parties did not reach an agreement at the mediation itself, and the negotiations continued over the days and weeks following each initial mediation session. Even where the negotiating parties did reach an agreement in principle at the mediation, negotiations continued for an extended period of time over the specific terms and contours of each opt-in agreement.

33. Additionally, Class Counsel engaged in arm's-length negotiations with counsel for the following Opt-In Settlers:

- Fathom Realty, LLC;
- Realty ONE Group Inc. and Kempa and Associates LLC d/b/a Realty ONE Group Excel;
- Umro Realty Corp d/b/a The Agency; and
- United Real Estate Holdings, LLC d/b/a United Real Estate Group.

34. The mediation sessions and direct negotiations outlined above culminated in the execution of an Opt-In Agreement with each Opt-In Settlor, which were submitted to the Court and preliminarily approved on March 4, 2026 (Dkt. 119), and May 26, 2026 (Dkt. 177).

35. Despite the significant risks involved in prosecuting this Litigation, Class Counsel were able to obtain an excellent result for the Settlement Class Members through the Settlement. Further, the Settlement's opt-in procedure succeeded in growing the Global Settlement Fund and delivering additional significant relief to the Settlement Class Members, who will all receive greater compensation by virtue of the contributions of the prospective Opt-In Settlers.

36. The work that Class Counsel have committed to this Litigation in order to achieve this Settlement has been substantial. Among other things, Class Counsel have:

- a. Evaluated the facts giving rise to the Plaintiffs' claims and potential defenses thereto and developed those claims;
- b. Investigated business practices in the market for residential real estate broker services and specifically the practices concerning broker commissions;
- c. Researched the law applicable to Plaintiffs' claims under the antitrust and consumer protection statutes at issue;
- d. Drafted numerous pleadings, amended pleadings, motions, and legal memoranda in the seven cases consolidated before this Court as well as the *Cwynar* action;
- e. Briefed three rounds of lengthy pleading motions in the *Tuccori*, *Zawislak*, and *Cwynar* cases, including motions to dismiss for failure to state a claim, motions to dismiss for lack of personal jurisdiction, and motions to strike class allegations;
- f. Coordinated and conducted mediations with the Settling Defendants and Opt-In Settlers, which included attending numerous mediation sessions, preparing and reviewing mediation submissions, undertaking thorough and detailed research into brokerages' relevant financial information to assess ability to pay issues, reviewing publicly available transaction data for each brokerage, studying each brokerage's home seller settlement, and comparing each brokerage with similarly situated brokerages to assess settlement values;
- g. Engaged in lengthy settlement negotiations over the terms of the Class

Settlement Agreement and Opt-In Agreements, including, among other things, the class definition, the settlement administration process, the scope of the class release, and the compensation provided to putative class members;

- h. Conducted formal and informal confirmatory discovery, including issuing numerous subpoenas to alleged co-conspirators;
- i. Worked closely with the Settlement Administrator to develop a robust notice plan to apprise the Settlement Class Members of the Settlement;
- j. Exchanged numerous draft settlement documents with the Settling Defendants' and Opt-In Settlers' counsel, which resulted in the execution of the finalized settlement agreements submitted to the Court;
- k. Prepared the final executed settlement agreements and related documents;
- l. Drafted and presented the filings in support of approval of the Settlement, including approval of the Opt-In Agreements;
- m. Defended the Settlement from proposed intervenors seeking to impede and obstruct the Settlement, including on appeal;
- n. Drafted and presented the filings in support of the proposed notice plan and plan of allocation; and
- o. Fielded inquiries about the Settlement from Settlement Class Members.

Class Counsel's Continuing Efforts Since Preliminary Approval

37. In addition to Class Counsel's efforts to secure the Settlement reached here, we have also been responsible for overseeing the Settlement Administrator's administration of the notice and claims process in this matter in accordance with the terms of the Settlement and the

Court-approved Notice Plan. (*See generally* Dkt. Nos. 182, 184).

38. Plaintiffs filed their Motion for Approval of Form and Manner of Class Notice on June 25, 2026 (Dkt. 182, the “Notice Motion”). The Court granted Plaintiffs’ Notice Motion on June 29, 2026 (Dkt. 184).

39. We are familiar with the details of the Settlement’s notice plan based on our own involvement as well as direct communications between ourselves and the Settlement Administrator.

40. The Settlement Administrator has informed us that, in accordance with the Court’s June 29, 2026 Order (Dkt. 184), the Notice Plan approved by the Court began on schedule on July 19, 2026 when the Settlement Administrator commenced issuance of notice and launched the settlement website.

41. From the outset of the notice and claims process, Class Counsel have been actively involved in supervising and managing all aspects of the Settlement Administrator’s administration of the Settlement. To this end, we have been in regular communication with the Settlement Administrator and received and reviewed weekly reports from the Settlement Administrator to keep track of claims data.

42. Further, following entry of the Court’s Orders granting preliminary approval (Dkt. Nos. 65, 119, 177), and prior to the start of the notice and claims period, we reviewed and revised the contents of the notices and the Settlement Website to ensure that they were accurate and easy to understand. The notices were carefully drafted in straightforward, easy-to-read language in order to apprise the Settlement Class Members of all material aspects of the Settlement, such as the relief being made available, their rights to object to the Settlement or opt-out, and the amount of attorneys’ fees that could be sought as an award for Class Counsel.

43. The Settlement Administrator has informed us that they successfully implemented the Court-approved direct notice and delivered 38,354,758 emails to email addresses for potential Settlement Class Members. The Settlement Administrator also has informed us that they are in the process of sending a reminder notice by email to potential Settlement Class Members in order to remind them of the upcoming deadline to submit claims.

44. We are also aware that the Settlement Administrator implemented an extensive digital media campaign to supplement the direct email notices and reach additional potential Settlement Class Members, including online advertising targeted to reach homeowners and other audiences that include potential Settlement Class Members. The Settlement Administrator has informed us that the media campaign generated 596 million targeted impressions, with an additional approximately 150 million impressions anticipated from a supplemental digital media campaign.

45. The direct email notices and media campaign invited Settlement Class Members to visit the Settlement Website, which is still live and enables Class Members to review more detailed information about the Settlement or submit a claim. The Settlement Website can be reached at the following URL: <https://www.homebuyersettlement.com/>. The Settlement Website contains all of the important information about the Settlement, including key dates and deadlines (e.g., objection deadline and final approval hearing date and time), all relevant court documents (e.g., the Court's Preliminary Approval Orders, the Settlement Agreement and Opt-In Agreements, Plaintiffs' motion for an award of attorneys' fees, and other relevant court filings), a claims submission module to enable Settlement Class Members to submit claims electronically, and contact information for Class Counsel. In addition, the Settlement Website gives detailed instructions for opting out or filing objections.

46. The Settlement Administrator has informed us that the Notice Plan drove robust traffic to the Settlement Website, which has had 1,095,142 unique sessions and 3,051,854 web pages have been presented.

47. The Settlement Administrator has informed us that the Notice Plan has reached approximately 85% of the Settlement Class with direct notice via email and a digital/internet notice program (digital notice and social media) with an average frequency of 3.7 times each.

48. The deadline for class members to submit claims is October 27, 2026. According to the latest claims data and written reports provided to me by the Settlement Administrator, there have been 132,406 claims submitted to date. Based on the volume of claims in similar litigation, the number of claims here is very robust and indicative of a positive reaction to the terms of the Settlement and the relief it provides.

49. The deadline for Settlement Class Members to exclude themselves from the Settlement or object to the Settlement was September 17, 2026. The Settlement Administrator has informed us that, as of that deadline, there were 37 requests for exclusion and only three objections, none of which challenge the sufficiency of notice.

50. We have been informed by the Settlement Administrator that it is still on track to keep its costs at or near the prior estimate of \$6,318,058 for the total costs for carrying out notice and administration of the Settlement, which includes, among other things, direct and publication notice and claims processing costs.

51. Going forward, Class Counsel will continue to devote time and effort to the Settlement including by responding to Settlement Class Members' inquiries regarding the Settlement and advising them how to proceed; responding to proposed intervenors or potential objectors, including handling any appeals; and supervising the administration of the Settlement

through final approval; and monitoring implementation of the Settlement and the distribution of payments by the Settlement Administrator.

The Class Representatives' Contributions to the Litigation

52. Plaintiffs have been closely involved in this Litigation from its outset. They willingly lent their names to the cases comprising this Litigation, contributed their time and effort on behalf of other Settlement Class Members, and have succeeded in helping to obtain relief on behalf of the nationwide Settlement Class.

53. Prior to filing their cases, Plaintiffs were instrumental in assisting Class Counsel's investigation of their claims, and they have remained fully involved in the Litigation through the present. Their efforts and involvement include:

- a. Compiling and providing information to support their claims, including detailed information and documents about their individual home purchases;
- b. Consistently setting aside time to consult with Class Counsel over the phone and by email on numerous occasions to answer questions about the facts underlying their claims;
- c. Reviewing pleadings and other case filings;
- d. Reviewing the Settlement documents to ensure that the Settlement terms were in the best interests of their fellow Settlement Class Members; and
- e. Committing many hours of their own time for the benefit of the Settlement Class.

54. Further, each of the Plaintiffs was prepared to sit for depositions and provide testimony had this Litigation not reached a resolution.

55. Plaintiffs have not received any payments in this matter, were never promised any payments, and were not guaranteed to receive an award of any kind in this Litigation.

56. Together with Class Counsel, Plaintiffs have succeeded in obtaining substantial monetary relief for the Settlement Class Members. Were it not for Plaintiffs' efforts and contributions to the litigation by assisting Class Counsel with the investigation and prosecution of their claims, and their monitoring of the case throughout the course of litigation and settlement, the substantial benefit to the Settlement Class Members afforded under this Settlement would not have been achieved. They are therefore deserving of the requested service awards.

Class Counsel's Opinion on the Fairness and Adequacy of the Settlement

57. Class Counsel has concluded that the Settlement reached in this matter is fair, reasonable, and adequate in light of the attendant risks of protracted litigation, the likelihood and amount of any potential recovery, and Defendants' defenses to Plaintiffs' claims. Specifically, the total of payments from the initial Settling Defendants and the Opt-In Settlers is \$120,334,500, which we believe is an excellent result for the Settlement Class Members given that this amount is commensurate on a per-claim basis with the settlements that the direct purchaser (home seller) plaintiffs negotiated after they prevailed at trial in the related seller-side litigation. While we believe that Plaintiffs' claims could and would be successful at trial here, we recognize the substantial risk and inherent uncertainty that continued litigation imposes on Plaintiffs and the Settlement Class Members, particularly given their status as indirect purchasers. Based on our firms' investigation, confirmatory discovery, review of comparable settlements, the proceedings that have occurred to date in this Litigation, and our firms' experiences prosecuting similar litigation in courts nationwide, we believe that the Settlement reached in this Litigation is in the best interests of Plaintiffs and the other Settlement Class Members involved.

58. Class Counsel's opinion that the Settlement should be finally approved is based not only on the favorable terms of the Settlement, but also on the overwhelming support for the

Settlement expressed by the Settlement Class Members themselves through their robust participation in the Settlement. As stated above, there have been 132,406 claims submitted to date and only 3 objections (one of which does not challenge the fairness or adequacy of the Settlement) and just 37 requests for exclusion. This paucity of exclusion requests and objections compared to the number of claims further demonstrates that final approval of the Settlement Agreement is appropriate.

We declare under penalty of perjury that the foregoing is true and correct.

Executed on October 7, 2026 in Chicago, Illinois.

/s/ Paul T. Geske
Paul T. Geske, Esq.

Executed on October 7, 2026 in Lincolnshire, Illinois.

/s/ Jonathan M. Jagher
Jonathan M. Jagher, Esq.

MCGUIRE LAW, P.C. FIRM RESUME

MCGUIRE LAW, P.C. is a plaintiffs' class action and complex litigation firm in Chicago, Illinois.

Our attorneys have been recognized as leaders in these fields by state attorneys general, legislatures, national media groups, the courts, and our peers. We have served as lead counsel in many high-profile class action lawsuits, including recently at the U.S. Supreme Court in *Campbell- Ewald v. Gomez* 136 S. Ct. 663 (2016), the mobile content class actions against major cellular telephone carriers and their subcontractors, auto manufacturers, the home equity credit reduction cases against major banks and other financial institutions, and numerous biometric privacy cases, including the first ever biometric privacy settlement involving workers, among many others. We have been asked to submit testimony to Members of Congress on issues related to class actions and have repeatedly worked with federal and state regulatory agencies involving matters at issue in our cases. Our attorneys have developed a strong reputation as capable, experienced litigators, and they are frequently invited to appear on local and national television and radio programs and to speak to the press and others about our cases and about consumer protection and class action issues more generally.

CLASS ACTION PRACTICE

MCGUIRE LAW, P.C. is a leader in plaintiffs' class and mass action litigation, with a particular emphasis on class actions involving emerging technologies and consumer privacy. As has been recognized by federal courts, attorneys at our firm have an extensive history of experience in complex class action litigation and are well-respected in the plaintiffs' class action bar.

We have several sub-groups within our plaintiffs' class practice group:

Biometric Privacy Litigation: MCGUIRE LAW is a national leader in biometric privacy litigation, particularly the distinct subset of BIPA employment litigation. Since the surge in BIPA litigation in 2017, McGuire attorneys have been appointed class counsel in more finally-approved BIPA class action settlements than any other law firm in the nation and have frequently recovered more in cash compensation per class member than many other such settlements.

Representative Settlements:

- *Marshall v. Life Time Fitness, Inc.*, 17-CH-14262 (Ill. Cir. Ct. Cook Cnty.): Lead counsel in \$1,700,000 biometric privacy class action

settlement.

- *Zhirovetskiy v. Zayo Group, LLC*, 17-CH-09323 (Ill. Cir. Ct. Cook Cnty.): Lead counsel in \$990,000 employee biometric privacy class action settlement.
- *Svagdis v. Alro Steel Corp.*, 17-CH-12566 (Ill. Cir. Ct. Cook Cnty.): Lead counsel in \$300,000 employee biometric privacy class action settlement.
- *McGee v. LSC Communications, Inc.*, 17-CH-12818 (Ill. Cir. Ct. Cook Cnty.): Lead counsel in \$700,000 employee biometric privacy class action settlement.
- *Zepeda v. Intercontinental Hotels Group, Inc.*, 18-CH-2140 (Ill. Cir. Ct. Cook Cnty.): Lead counsel in \$500,000 employee biometric privacy class action settlement.

Technology Class Actions: McGuire attorneys have established key precedents in a variety of consumer protection statutes applied to emerging technologies, such as the Telephone Consumer Protection Act (“TCPA”), resulting in the settlement of numerous nationwide class actions involving both cellular and landline telephony, including against industry leaders such as Verizon, AT&T, and many others, and collectively worth over one hundred million dollars.

Representative Settlements:

- *McFerren v. AT&T Mobility, LLC*, No. 08-CV-151322 (Fulton County Sup. Ct., GA): Lead counsel in class action settlement involving 16 related cases against the largest wireless service provider in the nation. The “no cap” settlement fully refunded a nationwide class of consumers who alleged incurring unauthorized mobile content charges on their cell phone bills.
- *Paluzzi v. Cellco Partnership*, No. 07 CH 37213 (Cir. Ct. Cook Cnty., Ill.): Lead counsel in class action settlement involving more than two dozen cases alleging unauthorized mobile content charges. Resulted in class settlement for \$36 million.
- *Lozano v. 20th Century Fox*, No. 09-cv-05344 (N.D. Ill.): Lead counsel in class action alleging that defendants violated the TCPA by sending unsolicited text messages to consumers’ cellular telephones. Resulted in class settlement for \$16 million.

- *Gray v. Mobile Messengers America, Inc.*, No. 08-CV-61089 (S.D. Fla.): Lead counsel in case alleging unauthorized charges placed on cell phone bills. Resulted in class settlement for \$12 million.
- *Parone v. m-Qube, Inc.*, No. 08 CH 15834 (Cir. Ct. Cook Cnty., Ill.): Lead counsel in class action involving over two dozen cases alleging the imposition of unauthorized mobile content charges. Resulted in class settlement for \$16 million.
- *Rojas v. Career Education Corporation*, No. 1:10-cv-05260 (N.D. Ill): Lead counsel in class action alleging that defendants violated the TCPA by sending unsolicited text messages to cellular telephones of consumers. Resulted in class settlement for \$19,999,400.
- *Kramer v. B2Mobile, et al*, No. 0-cv-02722 (N.D. Cal.): Lead counsel in class action alleging violation of the TCPA by sending unsolicited text messages to cellular telephones of consumers. Resulted in class settlement for \$12.2 million.
- *Williams, et al. v. Motricity, Inc. et al.*, Case No. 09 CH 19089 (Cir. Ct. Cook Cnty., Ill.): Lead counsel in class action involving more than two dozen cases alleging the imposition of unauthorized mobile content charges. Resulted in class settlement for \$10.85 million.
- *VanDyke v. Media Breakaway, LLC*, No. 08 CV 22131 (S.D. Fla.): Lead counsel in class action alleging unauthorized mobile content charges. Resulted in class settlement for \$7 million.
- *Weinstein, et al. v. Airt2me, Inc.*, Case No. 06 C 0484 (N.D. Ill): Co-lead counsel in class action alleging violation of federal law by sending unsolicited text messages to cellular telephones of consumers. Resulted in class settlement for \$7 million.
- *Gresham v. Cellco Partnership*, No. BC 387729 (Los Angeles Sup. Ct.): Lead counsel in class action alleging unauthorized charges were placed on cell phone bills. Resulted in class settlement providing full refunds.
- *Duffy v. Nevis Mobile, LLC*, No. 08 CH 21376 (Cir. Ct. Cook Cnty., Ill.): Lead counsel in certified class action against mobile content provider for unauthorized mobile content charges resulting in default judgment over \$10 million.

- *Murray v. Bill Me Later, Inc.* No. 12-cv-04789 (N.D. Ill.): Co-lead counsel in class action brought on behalf of consumers for debt collection calls placed in violation of the TCPA. Resulted in class settlement for \$9.9 million.
- *Valladares v. Blackboard Connect, Inc.* No. 16-CH-06482 (Cir. Ct. Cook Cnty., Ill.): Lead counsel in \$7.5 million TCPA class action settlement.
- *Hooker v. Sirius XM Radio, Inc.*, No. 13-cv-00003 (E.D. Va.): Co-lead counsel in \$35 million TCPA class action settlement.
- *Truong v. Peak Campus Management, LLC*, No. 16-CH-09735 (Cir. Ct. Cook Cnty., Ill.): Co-lead counsel in \$7 million TCPA class action settlement.
- *Kovach v. Compass Bank, N.A.*, No. 18-cv-09734 (Cir. Ct. Jefferson County, AL): Lead counsel in \$7 million TCPA class action settlement.
- *Garcia v. Target Corporation*, No. 16-cv-09734 (D. Minn.): Co-lead counsel in \$7 million TCPA class action settlement.
- *Oliver v. The Mens Wearhouse, Inc.* No. 16-cv-00110 (C.D. Cal.): Lead counsel in \$2 million TCPA class action settlement.
- *Manouchehoury v. Styles For Less, Inc.*, No. 15-cv-01234 (S.D. Cal.): Co-lead counsel in \$4 million TCPA class action settlement.
- *Vergara v. Uber Technologies, Inc.*, No. 15-cv-06942 (N.D. Ill.): Co-lead counsel in \$20 million TCPA class action settlement.

Banking Class Actions: McGuire attorneys were at the forefront of class action litigation in the aftermath of the economic collapse in 2008 and the federal bailouts of the banks, including nationwide class actions based on claims that some of the largest national banks unlawfully suspended home equity lines of credit lines and failed to honor loan modification programs.

Representative Settlements:

- *Hamilton v. Wells Fargo Bank, N.A.*, 09-cv-04512 (N.D. Cal.): Lead

Counsel in class actions challenging Wells Fargo's suspensions of home equity lines of credit. Nationwide settlement restored access to over \$1 billion in credit and provided industry leading service enhancements and injunctive relief.

- *In re JP Morgan Chase Bank Home Equity Line of Credit Litigation*, 10- cv-3647 (N.D. Ill): Court appointed interim co-lead counsel in nationwide class action alleging illegal suspensions of home equity credit lines. Resulted in a class settlement providing for the reinstatement of more than \$2 billion in consumer credit.
- *Levin v. Citibank, N.A.*, C-09-0350 (N.D. Cal.): Court appointed interim co- lead counsel in nationwide class action alleging illegal suspensions of home equity credit lines. Resulted in class settlement providing hundreds of millions of dollars in consumer credit.

General Consumer Protection Class Actions: MCGUIRE LAW has successfully prosecuted class action suits against automotive manufacturers, technology companies, retail chains, and other businesses on behalf of consumers.

Representative Settlements:

- *Nelson v. Nissan North America, Inc.*, No. 17-cv-01140 (M.D. Tenn.): Lead counsel in defective paint class action settlement.
- *Farag v. Kiip, Inc.*, No. 18-CH-31842 (Cir. Ct. Cook Cnty., Ill.): Class counsel in \$1 million unlawful smart phone tracking class action settlement.
- *Sheeley v. Wilson Sporting Goods, Inc.* No. 18-CH-04470 (Cir. Ct. Cook Cnty., Ill.): Class counsel in defective baseball equipment class action settlement.

Our cases regularly receive attention from local and national media, including in the Chicago Tribune, USA Today, the Wall Street Journal, the New York Times, the LA Times, by the Reuters and UPI news services, and BBC International. Our cases have appeared in numerous electronic media, including CNN, Fox News, NPR, and CBS, as well as programming outside of the United States.

GENERAL COMMERCIAL LITIGATION

Our attorneys have handled a wide range of general commercial litigation matters, from partnership and business-to-business disputes. We have handled cases involving tens of thousands of dollars to “bet the company” cases involving billions of dollars. We have also represented non-profit corporations and handled numerous matters on a pro bono basis. Our attorneys have collectively prosecuted hundreds of class actions, as well as participated in scores of arbitrations and mediations. All of our attorneys regularly practice in state and federal trial and appellate courts.

OUR ATTORNEYS

MYLES MCGUIRE is Managing Partner of MCGUIRE LAW. He has been recognized as a leader in class actions and technology law by his peers and courts around the country.

Myles has been appointed lead counsel in numerous state and federal class actions resulting in hundreds of millions of dollars for his clients. He is regularly asked to weigh in on state and federal legislation involving his cases. An experienced litigation and appellate attorney, Myles has litigated class actions that have established precedent concerning the legality of converting cellular telephones into credit cards, the applicability of consumer protection statutes to internet businesses, and the interpretation of numerous other state and federal statutes including the Telephone Consumer Protection Act. He has successfully prosecuted numerous claims on behalf of his clients in trial and appellate courts at both the state and federal levels throughout the country involving consumer fraud, unfair competition, invasion of privacy, false advertising and breach of contract, among others.

Myles’ practice includes the prosecution of nationwide and regional litigation, including multidistrict and putative class action litigation, and on appeals arising out of such litigation including in the U.S. Supreme Court where he served as lead counsel in a matter of fundamental importance for class action jurisprudence nationwide.

Myles has settled numerous class actions and has served as class counsel to many groundbreaking settlements in state and federal courts. As lead counsel, he has also secured settlements in cases of first impression involving Facebook, AT&T and Interpublic among many others, collectively worth hundreds of millions of dollars.

Myles has been asked by members of Congress to comment on proposed legislation involving the telecommunications industry and has provided testimony on related matters to state regulatory bodies including the California Public Utilities Commission (CPUC) and the Office of the Attorney General of the State of Florida, among others. He has repeatedly been recognized as an Illinois Super Lawyer.

Myles also represents clients in the technology and consumer product industries in a variety of commercial disputes, including intellectual property and employment matters. Myles also advises companies and non-profits on legal compliance and legislative issues in addition to

handling many types of complex litigation.

Myles has been admitted to practice in many state and federal courts throughout the country and is a member of the bars of the Illinois Supreme Court, Wisconsin Supreme Court and U.S. Supreme Court.

Myles is a graduate of Marquette University and Marquette University Law School.

EVAN M. MEYERS is a Partner at MCGUIRE LAW. Evan is an experienced trial and appellate litigator who has handled all aspects of the litigation process – from pleadings through trial – for a broad range of complex litigation matters, including product manufacturing defects, healthcare technology, telecommunications, environmental, consumer fraud, and business torts.

Evan has extensive experience with consumer protection class action litigation, including matters involving technology; he has served as a lead attorney in scores of consumer class actions that have recovered hundreds of millions of dollars in damages for consumers across the nation; and has been appointed class counsel in over a dozen class actions involving the Telephone Consumer Protection Act.

Evan serves as proposed class counsel in dozens of BIPA class actions and has been appointed class counsel in several BIPA class action settlements, resulting in millions of dollars of relief for thousands of Illinois workers. *See, e.g., Zhirovetskiy v. Zayo Group, LLC*, 17-CH-09323 (Cir. Ct. Cook Cnty., Ill.); *Svagdis v. Alro Steel Corp.*, 17-CH-12566 (Cir. Ct. Cook Cnty., Ill.); *Marshall v. Life Time Fitness, Inc.*, 17-CH-14262 (Cir. Ct. Cook Cnty., Ill.); *Zepeda v. Intercontinental Hotels Group, Inc.*, 18-CH-2140 (Cir. Ct. Cook Cnty., Ill.).

Evan has led litigation against major financial institutions in the wake of the financial crash of 2008. As co-lead counsel, Evan secured settlements with Citibank, Chase and Wells Fargo, among others, restoring hundreds of millions of dollars in credit lines to consumers.

An accomplished oral advocate, Evan has successfully argued before multiple trial and appellate courts, including the Ninth Circuit Court of Appeals in the seminal class action case of *Gomez v. Campbell-Ewald Co.*, 768 F.3d 871 (9th Cir. 2014), where he secured reversal of summary judgment prior to grant of a petition for writ of certiorari by the U.S. Supreme Court.

Prior to joining MCGUIRE LAW, Evan was a litigation associate at the national law firm Drinker Biddle & Reath LLP, where he represented a wide range of clients including Fortune 500 companies and municipalities. Additionally, Evan served as a judicial extern for the Hon. Wayne R. Andersen (Ret.) of the U.S. District Court for the Northern District of Illinois. Evan has been admitted to practice in numerous courts including the U.S. Supreme Court, Ninth Circuit Court of Appeals, the Northern District of Illinois, and the Illinois Supreme Court.

Evan received his J.D., *cum laude*, from the University of Illinois College of Law and his B.A., with distinction, from the University of Michigan.

EUGENE Y. TURIN is a Partner at MCGUIRE LAW. Eugene concentrates his practice on consumer class action litigation as well as civil and commercial litigation. Eugene currently prosecutes class action litigation ongoing in federal district courts across multiple states including California, Minnesota, Indiana and Nevada as well as handling appellate work before the Ninth Circuit Court of Appeals and the Seventh Circuit Court of Appeals. Eugene has been appointed class counsel by numerous federal and state courts across the country, including by the Central District of California (*Oliver v. The Men's Wearhouse*, No. 16-cv-01100 (2019)), District of Minnesota (*Garcia v. Target Corporation*, No. 16-cv-02574 (2019)), Northern District of Illinois (*see, e.g., Zeidel v. A&M (2015) LLC*, No. 13-cv-6989 (2018)), and the Circuit Court of Cook County (*see, e.g., Valladares v. Blackboard, Inc, et al.*, No. 2016-CH-06482 (2017)).

Eugene has been admitted to practice in several courts, including the Ninth Circuit Court of Appeals, the Seventh Circuit Court of Appeals, and the Northern District of Illinois. Eugene received his J.D., *magna cum laude*, from the Loyola University School of Law, where he also received his certificate in trial advocacy and was a member of the Loyola Law Journal and the ABA National Moot Court team. Eugene received his B.A., *summa cum laude*, from Loyola University Chicago.

PAUL T. GESKE is a Partner at MCGUIRE LAW. Paul's practice consists of prosecuting consumer class action litigation in Illinois and throughout the country. In his practice, he primarily represents plaintiffs in consumer class actions and multi-state, complex litigation. He has served as class counsel on behalf of statewide and nationwide classes in a variety of matters, including cases involving emerging technology, privacy issues, consumer fraud, product liability, and product mislabeling claims.

Paul has significant federal appellate experience and routinely handles cases involving matters of first impression and issues of national significance. For example, he was a member of the litigation team that obtained a 6-3 victory before the U.S. Supreme Court in *Campbell-Ewald Co. v. Gomez*, 136 S. Ct. 663 (2016), resulting in a precedent-setting decision regarding the doctrine of mootness in class actions.

Recently, Paul successfully briefed and argued an appeal before the Sixth Circuit Court of Appeals in *Guertin et al. v. Michigan et al.*, 912 F.3d 907 (6th Cir. 2019) reh'g en banc denied, 924 F.3d 309, one of the lead cases in the Flint Water Crisis litigation. *Guertin* was the first Flint Water Crisis case to successfully state a claim for violation of the substantive due process right to bodily integrity.

Paul has served as lead counsel or class counsel in numerous successful class actions, such as *Vergara et al. v. Uber Techs., Inc.*, 15-cv-6942 (N.D. Ill.), where he was appointed co-lead counsel to represent three nationwide classes asserting TCPA claims against Uber, culminating in a \$20 million nationwide settlement. Paul also recently obtained favorable settlements on behalf of classes of consumers in *Sheeley v. Wilson Sporting Goods, Co.*, 18-

CH-04770 (Cir. Ct. Cook Cnty., Ill.), *Flahive v. Inventurus Knowledge Solutions, Inc.*, 17-CH-07570 (Cir. Ct. Cook Cnty., Ill.), and *Valladares v. Blackboard, Inc.*, 16 CH 06482 (Cir. Ct. Cook Cnty., Ill.), among many others. He has also been appointed to the Plaintiffs Steering Committee in the defective pharmaceutical class action *In re: Valsartan Products Liability Litigation*, MDL No. 19-2875 (D. N.J.).

Paul is an avid writer and he frequently writes articles for legal journals and publications: *Avoiding Pick-Off Moves in Class Actions*, Illinois Bar Journal (September 2017); *Class Actions Back from the Brink: The Future of Mootness and “Pick-Offs” in Class Action Litigation Following Campbell-Ewald Co. v. Gomez*, JURIST.org (March 14, 2016); *Oppress Me No More: Amending the Illinois LLC Act to Provide Additional Remedies for Oppressed Minority Members*, 90 Chi-Kent L. Rev. 185 (2015); *Seventh Circuit Holds that Bankruptcy Trustee’s “Strong-Arm” Powers are Not Strong Enough for the IRS*, 10 Seventh Circuit Rev. 1 (2014).

Paul graduated *cum laude* and with distinction from the University of Illinois at Chicago, where he received his B.A. in Political Science with a minor in Economics. He received his J.D., *magna cum laude*, from the Chicago-Kent College of Law, where he was also inducted into the Order of the Coif. During law school, Paul was an executive articles editor of the Chicago-Kent Law Review, an editor for the Seventh Circuit Review, and a judicial extern to the Honorable James R. Epstein (ret.) of the Illinois Appellate Court, First District.

DAVID L. GERBIE is a Partner at MCGUIRE LAW whose practice is focused on civil, commercial, and data privacy class action litigation. David is admitted to practice in Illinois, Wisconsin, the Northern District of Illinois and the Seventh Circuit.

David represents the interests of Illinois residents and workers in dozens of BIPA class actions. David has been appointed class counsel in several BIPA class action settlements, including the first-ever BIPA settlement involving an employer’s use of biometric timekeeping devices. *See Zepeda v. Intercontinental Hotels Group, Inc.*, 18-CH-2140 (Cir. Ct. Cook Cnty., Ill.). Through such cases David has been appointed to represent the interests of thousands of employees whose biometrics were obtained in violation of BIPA. *See Marshall v. Life Time Fitness, Inc.*, 17-CH- 14262 (Cir. Ct. Cook Cnty., Ill.)

David continues to litigate many BIPA and data breach class actions, as well as cases involving defective products and false advertising. David has served as a guest speaker on biometric privacy on several prestigious panels, including at The Sedona Conference and at the American Bar Association.

David received his J.D. from the University of Wisconsin Law School and received his B.A. from Northern Illinois University.

WILLIAM P. KINGSTON is an Associate at MCGUIRE LAW. William concentrates his practice in consumer class action and data privacy litigation, including biometric privacy litigation. William is admitted to practice law in Illinois and before the U.S. District Court

for the Northern District of Illinois. William has been appointed as class counsel in multiple BIPA class action settlements.

Prior to joining MCGUIRE LAW, William advocated for underserved populations while working in a Fair Housing Clinic in Chicago, fighting against racial and income-based discrimination in housing. In furtherance of his public interest efforts, William organized a community outreach program for union members in Chicago as a member of an affiliate of the AFL-CIO.

William received his J.D. from the John Marshall Law School and received his B.A. from Dalhousie University.

ANDREW T. HELDUT is an Associate at MCGUIRE LAW where he concentrates his practice on consumer protection matters. Andrew assists in the prosecution of several consumer class action lawsuits and is admitted to practice law in Illinois and in the Northern District of Illinois.

Prior to joining MCGUIRE LAW, Andrew served as an assistant to various aldermanic and presidential campaigns in Chicago and also interned at the office of U.S. Senator Richard J. Durbin (D-Ill.)

Andrew received his J.D. from the John Marshall Law School and his B.A. from the University of Strathclyde (U.K.) where he founded student organizations focused on achieving economic development in Africa including Ghana. Andrew is a member of American Bar Association and the Chicago Bar Association.

BRENDAN DUFFNER is an Associate at MCGUIRE LAW where he concentrates his practice on biometric privacy and consumer protection matters. Brendan assists in the prosecution of several privacy lawsuits and is admitted to practice law in Illinois and in the Northern District of Illinois.

Brendan joined MCGUIRE LAW in 2017 and has contributed to each of the firm's BIPA settlements as well as its ongoing BIPA litigation. Brendan received his J.D. from Saint Louis University School of Law, where he served a member of the Entrepreneurship and Community Development Clinic, assisting small business owners in entity formation and trademark prosecutions, later earning academic excellence in the area of Trademark and Unfair Competition.

Brendan received his B.A. in economics from the University of Wisconsin-Madison and is a member of Illinois State Bar Association and the Chicago Bar Association.

JORDAN R. FRYINGER is an Associate at MCGUIRE LAW where he concentrates his practice on consumer protection matters.

Prior to joining McGuire Law, Jordan assisted with litigation defense for firms located in New York and Massachusetts. Jordan received his J.D., *cum laude*, from Loyola University Chicago School of Law where he served as a member of Mediation and Advocacy Clinic representing multiple clients during EEOC and IDHR employment disputes.

Jordan received B.A. from the University of Idaho and is a member of the Illinois State Bar Association.

JOSEPH M. DUNKLIN is an Associate at MCGUIRE LAW where he concentrates his practice on class action and complex litigation related to data privacy and other consumer protection matters. Much of his practice is informed by professional experience in the fields of supply chain management and consumer data analytics.

Prior to joining McGuire Law, Joseph assisted with appellate matters for the Louisiana Capital Assistance Center, participated in Land of Lincoln Legal Aid's expungement summits, and interned within the United States House of Representatives.

Joseph received his J.D. from the University of Illinois College of Law, where he served as an editor of the University of Illinois Law Review. Joseph received his B.B.A. in International Business from Loyola University Chicago. Joseph is a California native and a member of the Illinois State Bar Association.



FIRM RESUME

JUSTICE JAGHER LONDON & MILLEN

Complex Antitrust and Consumer
Protection Class Action Litigation

Our mission is to *protect consumers* and *preserve competition* in an increasingly complex economy. Backed by *decades of experience* and *billions recovered by clients*, we confront corporate misconduct with the rigor, creativity, and resolve high-stakes cases demand.

Firm Overview.

Justice Jagher London & Millen LLC is a national litigation boutique focused on complex antitrust and consumer protection class actions.

Origins.

Justice Jagher London & Millen LLC (JJLM) traces its roots to the 1990s, when several of the firm's founding attorneys developed a nationally recognized class action practice at a mid-sized Chicago law firm. Over the next decade, that practice achieved significant success representing consumers and businesses in complex antitrust, securities and consumer litigation.

Formation.

In 2007, those attorneys established Freed Kanner London & Millen (FKLM) to continue that work as an independent firm focused on complex class action litigation. FKLM built a strong reputation in antitrust and consumer cases, securing landmark recoveries on behalf of clients and class members nationwide.

Today.

In 2019, accomplished litigators Kimberly Justice and Jonathan Jagher joined the firm, expanding its national reach and strengthening its focus on antitrust and consumer protection litigation. Today, JJLM operates from Philadelphia and Chicago and represents consumers and businesses harmed by unlawful corporate conduct, continuing a decades-long commitment to complex class action litigation.



For decades, Freed Kanner London & Millen stood for fearless advocacy, exceptional results, and an unwavering commitment to justice. The reputation we built was earned case by case and client by client. I could not be more confident that Justice Jagher London & Millen will continue that tradition —bringing the same determination, talent, and vision to the next chapter of the firm.

Michael J. Freed
Founding Partner

Trusted by Clients. Respected by Courts.

Complex litigation demands credibility, strategic judgment, and the willingness to take difficult cases to trial. JJLM attorneys have earned that trust through decades of leadership in major antitrust and consumer protection matters nationwide.

Our work is grounded in three core principles:

Integrity. Innovation. Impact.



\$5+ Billion

Recovered for Clients
and Class Members

100+

Court-Appointed
Leadership Roles

Millions

Consumers and
Businesses Represented
Nationwide

50+ Years

Partner Experience in
Complex Class Action
Litigation

**3 of the 4
Largest**

Antitrust Class Action
Settlements in Seventh
Circuit History



Integrity.

Courts trust our judgment to lead complex litigation.

Courts across the country have appointed JJLM attorneys to lead nationwide complex class actions, including roles as lead or co-lead counsel and executive or steering committee members. These appointments reflect sustained confidence in our judgment, professionalism, and ability to manage demanding matters involving multiple parties, jurisdictions, and competing interests.

We approach that responsibility with discipline and independence — making decisions that advance the interests of the class while maintaining credibility with courts and opposing counsel. Our team includes former trial attorneys from the U.S. Department of Justice Antitrust Division, bringing firsthand enforcement experience and a practical understanding of how multifaceted investigations are built and proven.

Innovation.

Sophisticated misconduct requires sophisticated investigation.

The matters we handle rarely present themselves clearly. They are layered, evolving, and often structured to avoid detection — whether through opaque pricing practices, coordinated conduct, or misconduct embedded within digital systems and data.

We combine sophisticated legal strategy with industry, economic, and data-driven insight to identify patterns and conduct that are not immediately visible. From developing novel legal theories to working through intricate evidentiary records, we build cases that are designed to hold together under sustained challenge. This work requires persistence, precision, and a willingness to pursue theories others may overlook, particularly in areas where the law continues to evolve alongside technology and modern business practices.

Impact.

Results that compensate those harmed and change industries.

Our work is measured by outcomes that deliver meaningful recovery and drive accountability across industries. We pursue matters that address systemic conduct — issues that shape industries and affect large groups of consumers and businesses.

JJLM attorneys have achieved significant results across antitrust and consumer protection matters, including cases involving price-fixing, monopolization, exclusionary conduct, deceptive practices, data privacy violations, and product defects. We prepare every case with trial in mind. That discipline carries through the litigation — shaping strategy, strengthening our position, and grounding outcomes in the strength of the case.



Recognition & Professional Distinction.

JJLM has earned recognition from courts, peers, and legal media for its innovative and efficient approach to litigation and significant impact in the class action field.

Professional Recognition.

American Antitrust Institute – Private Antitrust Enforcement Hall of Fame

In 2021, FKLM founding partner and counsel to JJLM, Michael Freed, was inducted into the Private Antitrust Enforcement Hall of Fame which recognizes practitioners for three major contributions: distinguished service to the private antitrust enforcement community, commitment to the enforcement of the antitrust laws; and success in fighting for competition, consumers, and workers.



American Antitrust Institute – Outstanding Antitrust Litigation Achievement

In 2022, JJLM and its co-counsel received the American Antitrust Institute's award for 'Outstanding Antitrust Litigation Achievement in Private Law Practice' for collective work on behalf of our clients in *Cameron et al. v. Apple Inc.*, 4:19-cv-03074 (N.D. Cal.) (\$100 million settlement).

In 2021, JJLM and its co-counsel received the American Antitrust Institute's award for "Outstanding Antitrust Litigation Achievement in Private Law Practice" for collective work on behalf of our clients in *In re Peanut Farmers Antitrust Litigation*, 2:19-cv-00463 (E.D. Va.) (\$102.75 million in settlements).

Chambers and Partners USA

JJLM has been ranked consistently by Chambers amongst the nation's top antitrust firms. In the 2025 Guide, the publication noted about the firm:

“

Freed Kanner London & Millen LLC [n/k/a JJLM] is a highly regarded boutique firm singled out for its strong plaintiff representation. Has extensive experience in nationwide class action cases and is acclaimed for its antitrust expertise in price-fixing and anticompetitive conduct cases.

“

The lawyers are highly skilled and knowledgeable yet possess the ability to explain in simple terms the legal concepts and risks.

“

The firm has deep experience. The attorneys are bright and hard-working.



Antitrust Annual Report

Ranking JJLM antitrust leadership appointments and settlements among the top in the nation.

Davis, Josh Paul and Kohles, Rose, 2024 Antitrust Annual Report: Class Actions in Federal Court (Published July 2025)



Lawdragon

JJLM attorneys Jonathan Jagher and Kimberly Justice were selected to the 2026 Lawdragon 500 Global Plaintiff Lawyers Guide.

JJLM attorneys Michael Freed, Kimberly Justice, William "Billy" London, and Douglas Millen are recognized as distinguished leaders in antitrust litigation.



Super Lawyers

JJLM attorneys Michael Freed, Jonathan Jagher, Kimberly Justice, Nicholas Lange, William "Billy" London, Douglas Millen, and Michael Moskovitz are acknowledged as prominent figures in class action and antitrust litigation.

Super Lawyers®

Judicial Commendations.

*Murphy v.
Toyota Motor
Corp., et al.,
No. 4:21-cv-
00178, Dkt. No.
150 (Nov. 19,
2024).*

The Honorable Amos L. Mazzant applauded the firm and its co-counsel's "*vigorous litigation efforts*" which resulted in settlement relief valued up to \$77.3 million and was the "*driving force*" compelling a recall reasonably valued at over \$600 million:

“ *Plaintiffs’ Counsel conducted the litigation and achieved the Settlement with skill, perseverance, and diligent advocacy, and are highly regarded in consumer and complex class action law matters.*

*In re Peanut
Farmers
Antitrust
Litigation, 2021
WL 9494033, at
*2 & 3 (E.D.
Va., Aug. 10,
2021).*

After reaching settlements totaling \$102.75 million, the Honorable Raymond Jackson praised the firm's "*effective and efficient prosecution*" of the matter in discovery, class certification, fully briefed summary judgment practice and full trial preparation that led to "*an excellent result for the Class,*" without the benefit of a government investigation.

*In re
Linerboard
Antitrust
Litigation, 2004
WL 1221350, at
5-6 (E.D. Pa.
2004).*

In approving the Plaintiffs' motion for final approval of the settlement, the Honorable Jan DuBois commended co-lead counsel:

“ *[T]he size of the settlements in absolute terms and expressed as a percentage of total damages evidence a high level of skill by petitioners ... The Court has repeatedly stated that the lawyering in the case at every stage was superb, and does so again.*

In re Hydrogen Peroxide Antitrust Litigation, MDL 1682 (E.D. Pa.).

After reaching settlements of over \$97 million, the Honorable Stewart Dalzell lauded the firm and its co-lead counsel:

“*[T]he skill and efficiency of the attorneys involved is of a very high order indeed, and as we noted at the fairness hearing yesterday, we have been impressed that these attorneys have prosecuted this matter vigorously against seasoned opponents without needlessly distracting the Court.*”

In re High Fructose Corn Syrup Antitrust Litigation, MDL 187 (C.D. Ill.), Transcript of Oct. 4, 2004 Oral Argument at 45.

After reaching settlements of \$531 million for the direct-purchaser class, the Honorable Michael M. Mihm praised the firm and its co-lead counsel:

“*I’ve said many times during this litigation that you and the attorneys who represented the defendants here are as good as it gets. Very professional. At least in my presence or in my contacts with you, you’ve always been civil. You’ve always been cutting to the chase and not wasting my time or each other’s time or adding to the cost of the litigation.*”

In re Automotive Parts Antitrust Litigation, No. 12-md-02311 (E.D. Mich.).

The Honorable Marianne O. Battani commended the firm and its co-lead counsel:

“*I think that class counsel . . . have just done a tremendous job, and are highly, highly experienced and knowledgeable in this area.*”

Selected Results.

Landmark Recoveries.

The following is a selection of landmark recoveries, impactful precedents and active cases that reflect Justice Jagher London & Millen's record across decades of complex class action litigation.

Murphy v. Toyota Motor Corporation | E.D. Texas

JJLM served as lead counsel in this car-defect case. The case resulted in a significant reimbursement program and a recall of 1.85 million 2013-2018 model year Toyota RAV4 vehicles to replace an alleged defective battery retention system. Settlement relief was valued up to \$77.3 million; the litigation was also the driving force compelling a recall reasonably valued at over \$600 million.

For the Court's praise of counsel in this matter, see *Judicial Commendations* section.

RECOVERY: VALUED AT **\$675M+**



In re Broiler Chicken Antitrust Litigation | N.D. Illinois

JJLM attorneys represented a class of direct purchasers and were part of the team that led this antitrust class action that alleged that U.S. broiler chicken producers conspired to fix prices and limit supply, thereby inflating chicken costs. Plaintiffs accused producers of violating the Sherman Antitrust Act by illegally coordinating to reduce production (e.g., destroying breeder hens and closing plants).

RECOVERY: **\$280M+**

Kleen Products v. International Paper (Containerboard) | N.D. Illinois

JJLM attorneys served as co-lead counsel in this antitrust case on behalf of purchasers of containerboard (cardboard) and against major producers for conspiring to illegally inflate prices by, in part, coordinating capacity cuts and production shutdowns. After seven years of heavily contested litigation and two Seventh Circuit appeals, co-lead counsel settled the case for significant monetary damages. This recovery ranks as one of the four largest antitrust settlements in the Seventh Circuit.

RECOVERY: **\$376M**

In re High Fructose Corn Syrup Antitrust Litigation | C.D. Illinois

JJLM attorneys were co-lead counsel in this antitrust case against certain corn refiners for colluding to fix the price of high fructose corn syrup, the main sweetener used in soda pop and many bakery and dairy products. The case settled weeks before trial. This recovery ranks as one of the four largest antitrust settlements in the Seventh Circuit.

For the Court's praise of counsel in this matter, see *Judicial Commendations* section.

RECOVERY: **\$531M**



In re AT&T Inc. Customer Data Security Breach Litigation | N.D. Texas

As part of the Steering Committee for Plaintiffs, JJLM attorneys helped secure a settlement against AT&T for failing to safeguard customers' sensitive information during two separate incidents that exposed the data of tens of millions of people.

RECOVERY: **\$177M**

In re Generic Pharmaceuticals Pricing Antitrust Litigation | E.D. Pennsylvania

JJLM attorneys represent a class of indirect purchasers and are part of the team helping to lead the largest antitrust multidistrict litigation pending in the United States. The plaintiffs allege that leading generic pharmaceutical manufacturers fixed prices for more than 180 generic drugs. Litigation is ongoing.

RECOVERY: **\$500M+**

In re Automotive Parts Antitrust Litigation | E.D. Michigan

JJLM attorneys were co-lead counsel in this multi-district antitrust litigation against numerous Japanese, European, and American parts manufacturers for fixing, maintaining, rigging bids, and allocating the supply of more than 20 automobile parts (including wire harnesses, instrument panel clusters, heater control panels, air conditioning systems, and bearings).

For the Court's praise of counsel in this matter, see *Judicial Commendations* section.

RECOVERY: VALUED AT **\$550M+**

Dzananovic v. Badoo Trading Limited (Bumble) | Circuit Court, Winnebago County, Illinois

JJLM attorneys were co-lead counsel in this lawsuit that alleged that the Bumble and Badoo dating apps violated Illinois law by using facial-recognition technology to scan and collect user photographs for "photo verification" without consent. Co-lead counsel settled the case, providing class members with a sizable monetary award.

RECOVERY: **\$40M**

In re Peanut Farmers Antitrust Litigation | E.D. Virginia

JJLM attorneys served as co-lead counsel on behalf of peanut farmers. Plaintiffs brought the lawsuit against the largest peanut shellers in the country, accusing them of conspiring to underpay farmers for runner peanuts, the primary type of peanuts grown.

JJLM and its co-counsel received the American Antitrust Institute's Award for Outstanding Antitrust Litigation Achievement.

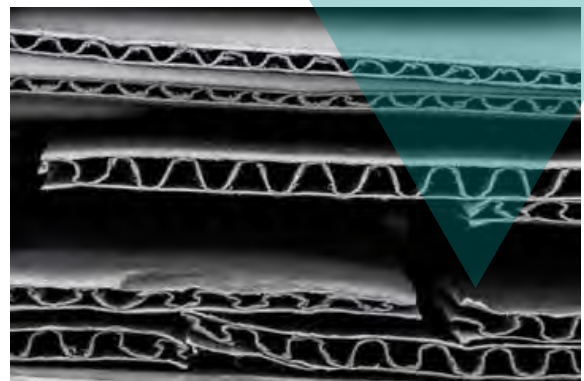
For the Court's praise of counsel in this matter, see *Judicial Commendations* section.

RECOVERY: **\$102.75M**

In Re: Morgan Stanley Data Security Litigation | S.D. New York

As part of the Executive Committee, JJLM attorneys successfully litigated this action related to allegations that Morgan Stanley failed to safeguard its customers' highly sensitive personally identifiable information.

RECOVERY: **\$60M**



In re Linerboard Antitrust Litigation | E.D. Pennsylvania

JJLM attorneys served as co-lead counsel in this nationwide antitrust class action against the producers of linerboard. Plaintiffs alleged that the defendants conspired to reduce production of linerboard in order to increase the price of linerboard and the corrugated boxes and sheets made from linerboard.

For the Court's praise of counsel in this matter, see *Judicial Commendations* section.

RECOVERY: **\$200M+**

Cameron v. Apple, Inc. | N.D. California

As part of the Executive Committee, JJLM attorneys brought suit against Apple for monopolizing (or attempting to monopolize) the iOS app and in-app product distribution services in violation of federal antitrust laws and California unfair competition laws. Plaintiffs secured an outstanding monetary recovery for app developers. JJLM and its co-counsel received the American Antitrust Institute's Award for Outstanding Antitrust Litigation Achievement for our work in this case.

RECOVERY: **\$100M**

In re Hydrogen Peroxide Antitrust Litigation | E.D. Pennsylvania

JJLM attorneys served as co-lead counsel in this antitrust price-fixing action against domestic and European hydrogen peroxide producers. Plaintiffs alleged that defendants conspired over an eleven-year period to fix, raise, and stabilize prices for hydrogen peroxide and its downstream products, and to allocate markets and customers.

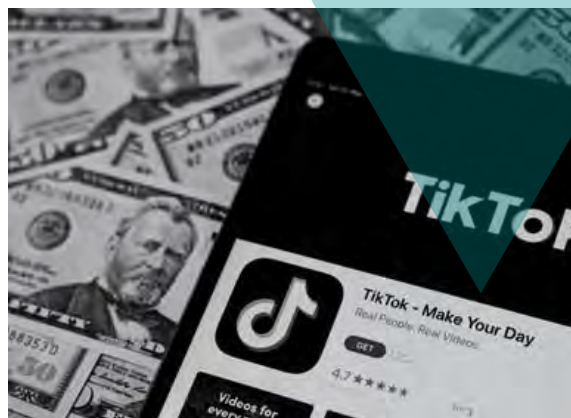
For the Court's praise of counsel in this matter, see *Judicial Commendations* section.

RECOVERY: **\$97M+**

In re TikTok Consumer Privacy Litigation | N.D. Illinois

As part of the Plaintiffs' Steering Committee, JJLM attorneys helped lead this consumer case that alleged TikTok unlawfully harvested user data, including biometric data (faces, fingerprints), geolocation, and clipboard content in violation of Illinois' BIPA statute, federal computer fraud laws, and the Children's Online Privacy Protection Act. Plaintiffs obtained significant monetary damages on behalf of the class.

RECOVERY: **\$92M**



In re Brand Name Prescription Drugs Antitrust Litigation | N.D. Illinois

JJLM attorneys served as co-lead counsel in this landmark pharmaceutical antitrust case. The settlement is the largest antitrust class action recovery in the Seventh Circuit.

RECOVERY: **\$715M**

Current Leadership Appointments.

Tuccori v. At World Properties, LLC | N.D. Illinois

JJLM attorneys serve as co-lead counsel for home purchasers claiming real estate brokerages, brokerage franchisors, and other real estate companies joined a conspiracy with the National Association of REALTORS® and its members to implement and follow anticompetitive practices in the market for real estate broker services that restrained competition and kept real estate agents' commissions artificially elevated at the expense of consumers who were forced to pay those commissions.

In re Payment Card Interchange Fee Litigation | E.D.N.Y.

JJLM attorneys serve as co-lead counsel for over 12 million merchants seeking injunctive relief from allegedly inflated interchange fees and anti-steering restraints imposed by Visa and MasterCard.

RECOVERY: Motion for preliminary approval is pending for a class settlement that provides numerous reforms that will spur competition, provide merchants relief from anti-steering restraints, and lower interchange fees, which should save merchants in excess of \$200 billion.



In re Passenger Vehicle Replacement Tires Antitrust Litigation | N.D. Ohio

JJLM serves on the Direct Purchaser Plaintiff Steering Committee in this antitrust class action alleging some of the largest tire manufacturers in the world conspired to fix the prices of new replacement tires for passenger cars, vans, trucks, and buses sold in the United States. Litigation is ongoing.

In re Archery Products Antitrust Litigation | D. Colorado

JJLM attorneys are serving as co-lead counsel on behalf of direct purchasers in this antitrust case that alleges an antitrust price-fixing conspiracy across the U.S. archery industry which artificially raised the prices of bows, arrows and equipment. Litigation is ongoing.

In re Frozen Potato Products Antitrust Litigation | N.D. Illinois

JJLM serves as co-lead counsel for the commercial indirect purchaser class. This class action brings antitrust and consumer protection claims related to alleged anticompetitive conduct in the market for frozen potato products, including french fries, hash browns and tater tots. Litigation is ongoing.



In re: Construction Equipment Rental Antitrust Litigation | N.D. Illinois

JJLM serves on the Plaintiffs' Steering Committee in this antitrust class action that alleges several large rental equipment companies and a data company, Rouse, have engaged in anticompetitive conduct to raise the price to rent various pieces of rental equipment and tools used for construction, manufacturing, entertainment, and other industries. Litigation is ongoing.

In re Granulated Sugar Antitrust Litigation | D. Minnesota

JJLM serves as co-lead counsel on behalf of commercial indirect purchasers in this antitrust case that alleges major U.S. sugar producers conspired from 2019 onwards to fix and artificially inflate granulated sugar prices. Litigation is ongoing.

Estuary Transit District and Teamsters 671 Health Service & Insurance Plan v. Hartford Healthcare Corporation, et al. | D. Connecticut

JJLM serves as co-lead counsel in this antitrust class action against Hartford HealthCare Corporation (HHC), one of Connecticut's largest healthcare systems. Plaintiffs are healthcare benefit plans and insurers who allege that HHC violated federal antitrust law by substantially foreclosing competition across general acute care inpatient hospital services and outpatient medical services in multiple markets in Connecticut. Litigation is ongoing.

In re Apple Inc. Smartphone Antitrust Litigation | D. New Jersey

JJLM serves on the Indirect iPhone Purchasers' Executive Committee in this antitrust class action brought to address Apple's anticompetitive and exclusionary conduct and alleviate harm to competition and consumers. Litigation is ongoing.

In re MoveIt Customer Data Security Breach Litigation | D. Massachusetts

JJLM attorneys are part of the team that is helping to lead this data breach class action against over 100 defendants. The case involves numerous class-action lawsuits that were consolidated and relate to a May 2023 cyberattack by the Russian CLOP ransomware group that exploited vulnerabilities in Progress Software's MOVEit file transfer platform. The breach affected over 2,500 organizations, including banks, universities, government agencies, and healthcare providers, impacting over 93 million individual records and exposing names, social security numbers, birthdates, medical records, financial details, and other personal information. Litigation is ongoing.



Burbage v. U.S. Anesthesia Partners, Inc., et al. | S.D. Texas

JJLM attorneys represent a class of patients who are challenging a multi-year scheme, consisting of acquisitions, monopolization and price fixing, that raised the prices for anesthesia services in Texas. Litigation is ongoing.

In re Fragrances Antitrust Litigation | D. New Jersey

JJLM serves as co-lead counsel on behalf of end-user plaintiffs in this antitrust case against the world's four largest fragrance ingredient manufacturers for allegedly conspiring to fix prices, allocate markets, and restrict the supply of fragrance compounds. Litigation is ongoing.

RECOVERY: Motion for preliminary approval is pending for an \$11M class settlement with one of four defendants.

In re Packaged Beef Antitrust Litigation | D. Minnesota

As part of the Plaintiffs' Steering Committee, JJLM attorneys represent a class of direct purchasers and are part of the team helping to lead this antitrust class action against JBS, Cargill, Tyson, and National Beef for allegedly engaging in anticompetitive behavior to artificially inflate margins. Plaintiffs allege that Defendants agreed to coordinate their offers to buy fed cattle at low prices and conspired to raise the prices of the beef they sold after processing the cattle. Litigation is ongoing.

RECOVERY: **\$52.5M+ TO DATE**

In re Local TV Advertising Antitrust Litigation | N.D. Illinois

As part of the Executive Committee, JJLM attorneys bring this litigation on behalf of advertisers and businesses that purchased spot ads directly from defendants in specific designated market areas. The case is against major U.S. television station owners for conspiring to artificially inflate the prices of local spot advertisements. Litigation is ongoing.

RECOVERY: **\$48M TO DATE**



Little v. Pacific Seafood Procurement, LLC, et al. | N.D. California

JJLM attorneys are part of the team that is helping to lead this class action under federal and state antitrust and unfair competition laws on behalf of commercial crabbers in California, Oregon, and coastal Washington. Plaintiffs allege that Defendants artificially suppressed the price paid to crabbers. Litigation is ongoing.

Additional Representative Matters.

In re Air Cargo Shipping Services Antitrust Litigation | E.D.N.Y.

JJLM attorneys represented a class of direct purchasers and was part of the team that brought suit against numerous global airlines, alleging that they conspired in violation of U.S. antitrust laws to fix fuel and security surcharges. The case resulted in major settlements for purchasers of airfreight services.

RECOVERY: **\$1.2B**

Kent et. al. v. Women's Health USA, Inc. | Connecticut Superior Court

JJLM served as co-lead counsel in this class action antitrust lawsuit against Women's Health USA, Inc.; In Vitro Sciences, LLC; Center for Advanced Reproductive Services, P.C.; and Reproductive Medicine Associates of Connecticut alleging that Defendants conspired to artificially raise, fix, maintain, or stabilize prices for Assisted Reproductive Technology ("ART") IVF services and to allocate geographic markets for ART services. JJLM attorneys negotiated a \$2.85 million settlement (approximately 50% of total damages).

RECOVERY: **\$2.85M**

In re Pork Antitrust Litigation | D. Minnesota

JJLM attorneys represented a class of direct purchasers and were part of the team that led this antitrust class action that alleged that the nation's largest pork producers violated antitrust laws by limiting production and manipulating price indices.

RECOVERY: **\$200M+**

In re Farm-Raised Salmon Antitrust Litigation | S.D. Florida

As a member of the Executive Committee, JJLM attorneys helped bring class action lawsuits against major Norwegian salmon farming firms, alleging they conspired to fix, raise, and maintain prices of farm-raised Atlantic salmon sold in the U.S. in violation of federal antitrust laws. Plaintiffs achieved monetary settlements on behalf of a class of direct purchasers.

RECOVERY: **\$85M**

In re Proctor & Gamble Aerosol Products Marketing and Sales Practice Litigation | S.D. Ohio

JJLM attorneys served as Settlement Class Counsel in this case related to the alleged contamination of certain Proctor & Gamble aerosol products with benzene, a human carcinogen and the economic damages to the purchasers of these products.

RECOVERY: **\$11M+**

In re Chubb Drought Insurance Litigation | S.D. Ohio

JJLM attorneys served as co-lead counsel in this class action filed on behalf of farmers who purchased drought insurance that Chubb refused to honor. The settlement exceeded \$110 million and was achieved in less than 9 months. This sum, together with \$8 million recovered at trial against Chubb's general agent, resulted in complete recovery for the affected farmers.

RECOVERY: **\$118M**

Mediate v. Life Line Screening of America, Ltd. | District Court Travis County, Texas 261st Judicial District)

JJLM served as co-lead counsel in this class action alleging that, unbeknownst to Plaintiff and Class Members, Defendant's website contained the Facebook Tracking Pixel, which surreptitiously transmitted visitors' communications to Facebook, the exact text and phrases they typed into search box queries, and detailed information about which types of medical screening tests they selected and ordered. JJLM attorneys negotiated a \$1.4 million settlement and significant injunctive relief whereby Defendant ceased the practices alleged.

RECOVERY: **\$1.4M PLUS SIGNIFICANT
INJUNCTIVE RELIEF**

Clarke et. al. v. Lemonade Inc. et. al. | Circuit Ct. DuPage County, Illinois

As a member of the Plaintiffs' Executive Committee in this data privacy class action, JJLM attorneys negotiated a \$4 million settlement valued on behalf of thousands of United States residents that made video claim submissions to Lemonade Insurance Company.

RECOVERY: **\$4M**

In re Vitamins Antitrust Litigation | D.D.C. (MDL 1285)

JJLM attorneys were part of the team that brought a massive case alleging a global conspiracy against major vitamin manufacturers to illegally fix prices and allocate markets for vitamins sold in bulk. The case involved numerous novel, and precedent-setting, legal issues involving jurisdiction and applying U.S. antitrust laws extraterritorially. Plaintiffs obtained significant monetary recoveries for vitamin purchasers.

RECOVERY: **\$1.3B+**

In re Opana ER Antitrust Litigation | N.D. Illinois

JJLM served as co-lead counsel on behalf of indirect purchasers (end-payors) of brand or generic Opana ER, an opioid painkiller, in this antitrust "pay-for-delay" case brought under the laws of 30 states. This case was litigated through trial.

RECOVERY: **\$15M**

Powe v. Dermalogica, LLC | Circuit Ct. DuPage County, Illinois

JJLM attorneys served as co-lead counsel in this data privacy case which alleged that Dermalogica collected, captured, used, and stored individuals' biometric identifiers and/or biometric information without providing sufficient disclosures required by the Illinois Biometric Information Privacy Act, and without obtaining the written release required by the statute.

RECOVERY: **\$8.9M**

Attorney Profiles.



Michael J Freed

Founding Partner,
Of Counsel

After leaving the Department of Justice Antitrust Division, Mr. Freed has engaged in private antitrust class action litigation for 50 years. He has served as co-lead counsel in many prominent antitrust and securities fraud class action cases. Presently, Mr. Freed is serving as co-lead counsel in *In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation* (E.D.N.Y.). Prior antitrust class actions in which Mr. Freed served as co-lead counsel include *Kleen Products v.*

International Paper/Containerboard Antitrust case, *In re Opana ER Antitrust Litigation*, *In re Aftermarket Filters Antitrust Litigation*, *In re Brand Name Prescription Drugs Antitrust Litigation*, *In re High Fructose Corn Syrup Antitrust Litigation*, *In re Linerboard Antitrust Litigation*, *In re Carbon Dioxide Antitrust Litigation*, *In re Infant Formula Antitrust Litigation*, and *In re Ocean Shipping Antitrust Litigation*. More than \$2 billion has been recovered for the plaintiff classes in cases in which Mr. Freed has served as co-lead counsel.

Mr. Freed has been named an Illinois Super Lawyer by Chicago Magazine, an Illinois Leading Lawyer by the Leading Lawyer's Network, and one of the top plaintiffs' antitrust lawyers in Illinois by Chambers and Partners. In March 2007, Mr. Freed was honored by the Chicago Appleseed Fund for Justice for his exceptional pro bono efforts. In November 2021, Mr. Freed was inducted into the American Antitrust Institute's Private Enforcement Hall of Fame and in July 2023, Mr. Freed was named to Business Today's Top 10 Influential Antitrust Plaintiffs Shaping US Law: Nation's Legal Titans.

Mr. Freed was formerly a trial and appellate attorney with the United States Department of Justice, Antitrust Division (Honors Program). He is a graduate of the University of Pennsylvania (B.S., 1959) and University of Chicago Law School (J.D., 1962).



Samantha M. Gupta

Associate

Samantha Gupta is an Associate at Justice Jagher London & Millen, where her practice focuses on antitrust, consumer, and securities fraud litigation. She has extensive litigation experience across a diverse range of practice areas, shaped by a career advocating for individuals and businesses in high-stakes, high-impact cases.

In 2026, Ms. Gupta was appointed to the Plaintiffs' Steering Committee in *In re Construction Equipment Rental Antitrust Litigation*, a class action that alleges several large rental equipment companies and a data company, Rouse, have engaged in anticompetitive conduct to raise the price to rent various pieces of rental equipment and tools used for construction, manufacturing, entertainment, and other industries.

Prior to joining JJLM, Ms. Gupta practiced plaintiff-side antitrust litigation at a national firm, where she represented clients in complex financial matters, including *In re LIBOR-Based Financial Instruments Antitrust Litigation*, No. 11-md-2262-NRB (S.D.N.Y.). She also previously practiced at a New York City-based firm, representing plaintiffs in a range of civil matters, including civil rights and medical malpractice.

Ms. Gupta began her legal career as a public defender at The Legal Aid Society in Brooklyn, where she gained extensive courtroom and trial experience advocating on behalf of thousands of indigent clients. Across all areas of her practice, she brings a deep commitment to justice and a client-centered approach to litigation.

She received her B.A., with honors, from Macalester College and her J.D. from Harvard Law School. She also holds an M.Sc. from the University of Oxford. Ms. Gupta is admitted to practice law in New York, Massachusetts, and various federal courts.



Jonathan M. Jagher

Partner

Mr. Jagher is the founding partner of JJLM's Philadelphia office. With over 20 years of experience, he has a national practice representing plaintiffs in consumer and antitrust class actions. Mr. Jagher and JJLM have recovered over \$1 billion for their clients.

Mr. Jagher was appointed as Co-Chair of the Settlement Committee in *In re: MoveIt Customer Data Security Breach Litigation*, MDL No. 1:23-md-03083-ADB (D. MA) one of the largest data breaches in history. He recently served as Co-Lead Counsel in *Dzananovic and Howell v. Badoo Trading Limited and Bumble Trading LLC*, 2021-L-307 (Circ. Ct.

Winnebago County, Illinois) (\$40 million settlement) and *Powe v. Dermalogica, LLC*, 2022-LA-000874 (Circ. Ct. DuPage County, Illinois) (settlement valued at \$8.9 million). Notably, he was appointed to the Plaintiffs' Steering Committee in *In Re: TikTok, Inc., Consumer Privacy Litigation*, MDL No. 2948 (N.D. Ill.). In this case, Mr. Jagher was one of the primary negotiators of a \$92 million settlement, one of the largest in Illinois history. Mr. Jagher served as one of the Settlement Class Counsel in *In re Proctor & Gamble Aerosol Products Marketing and Sales Practice Litigation*, 2:22-MD-3025 (S.D. OH) (settlement valued over \$11 million) and was appointed to serve on the Plaintiffs' Executive Committees in *In Re: Morgan Stanley Data Security Litigation*, 1:20-CV-05914 (S.D. NY), a data breach resulting in a \$60 million settlement and *Clarke et al. v. Lemonade Inc. et al.*, 2022-LA-000308-366 (Circ. Ct. DuPage County, Illinois) (a data privacy settlement of \$4 million). Mr. Jagher also served as counsel in *Culbertson et al. v. Deloitte Consulting LLP*, 1:20-cv-03962 (S.D. NY), a data breach that settled for approximately \$5 million. In addition, Mr. Jagher was tasked by co-lead counsel with supervising and directing (in part) third-party discovery in *In re Philips Recalled CPAP, Bi-Level Pap, and Mechanical Ventilator Products Litigation*, MDL No. 3014 (W.D. PA), a large complex litigation involving the recall of 10.8 million CPAP, BiPAP and ventilator machines over the breakdown of sound-insulating foam (resulting in a \$479 million settlement of the economic loss claims).



continued

Mr. Jagher's recent antitrust cases include *Kent et al. v. Women's Health USA, Inc.* FST-CV21-6054676-S (Ct. Superior Court) where he was appointed as Co-Lead Counsel on behalf of women who were victims of alleged price fixing by IVF clinics and settled the case for \$2.85 million. Mr. Jagher was named to the Executive Committee in *Cameron et al. v. Apple, Inc.* 4:19-cv-03074 (N.D. Cal.) and helped recover \$100 million on behalf of app developers (for this role he and his firm were named as one of the recipients of the American Antitrust Institute's Award for Outstanding Antitrust Litigation Achievement in Private Law Practice). Mr. Jagher also played active roles in *In re Automotive Parts Antitrust Litigation*, MDL No. 2311 (E.D. Mich.) (co-lead counsel and achieved total settlements over \$550 million) ("*Auto Parts*"); *In re OSB Antitrust Litigation*, Master File No. 06-CV-00826 (E.D. Pa.) (settlements totaled \$120 million) ("*OSB*"); *In re Broiler Chicken Antitrust Litigation*, 1:16-cv-08637 (N.D. Ill.) (settlements totaled \$280+ million) ("*Broilers*"); and *In re Pork Antitrust Litigation* 0:18-CV-01776 (D. Minn.) (settlements to date total approximately \$200 million) ("*Pork*"). In *Auto Parts*, *OSB*, *Broilers* and *Pork*, Mr. Jagher was tasked with taking the lead role in the depositions of top-ranking executives of numerous defendants throughout the world.

Prior to entering private practice, Mr. Jagher served as a supervising Assistant District Attorney for the Middlesex District Attorney in Cambridge, Massachusetts. As a prosecutor, he conducted numerous investigations and tried approximately forty cases before a jury. Mr. Jagher received a B.A. degree magna cum laude from Boston University in 1998 and a J.D. degree from Washington University School of Law in 2001. He is currently admitted to practice law in Pennsylvania, Massachusetts, Illinois, the United States District Courts for the Districts of Massachusetts, the Eastern District of Pennsylvania, the Northern District of Illinois, the Southern District of Illinois, and the United States Courts of Appeals for the Third and Seventh Circuits. Mr. Jagher currently serves on the Advisory Board of Loyola University School of Law's Institute for Consumer Antitrust Studies and frequently serves as a guest speaker on a multitude of class action issues on panels throughout the United States. Mr. Jagher has been named as a Pennsylvania Super Lawyer since 2018 after being named as a Super Lawyer Rising Star (2012 - 2016) and is recognized in Lawdragon's 500 Global Plaintiff Lawyers for his expertise in class action, consumer and antitrust litigation.



Kimberly A. Justice

Partner

Kimberly A. Justice is a trial lawyer who represents consumers and businesses in complex antitrust, consumer protection, and securities class actions. With over twenty-five years of experience in complex litigation, she has been instrumental in obtaining billions of dollars in recoveries for clients and class members.

Courts across the country have appointed Ms. Justice to leadership roles in major nationwide class actions. She has experience across every stage of complex litigation—from developing case theories and managing litigation strategy to conducting discovery and trying cases.

Ms. Justice led the trial team that obtained a jury verdict for investors in *In re Longtop Financial Technologies Ltd. Securities Litigation* (S.D.N.Y.), one of the very few securities class actions ever tried to a jury verdict.

She currently serves as Co-Lead Counsel in *In re Granulated Sugar Antitrust Litigation*, MDL No. 24-3110 (D. Minn.), on behalf of a commercial indirect purchaser class, *In re Fragrance End-User Plaintiff Antitrust Litigation*, No. 2:23-cv-01627 (D.N.J.), on behalf of a nationwide consumer class, and *In re Frozen Potato Products Antitrust Litigation*, No. 1:24-cv-11801 (N.D. Ill.), on behalf of a commercial indirect purchaser class.

Earlier in her career, Ms. Justice served as Lead Counsel in *Murphy v. Toyota Motor Corporation* (E.D. Tex.) litigation which resulted in settlement relief valued up to \$77.3 million and was the “driving force” compelling a recall of 1.85 million vehicles reasonably valued at over \$600 million, and in *In re Peanut Farmers Antitrust Litigation* (E.D. Va.), which produced a \$102.75 million recovery for the class. She also held a Co-Lead Counsel role in *In re Chicago Board Options Exchange Volatility Index Manipulation Antitrust Litigation* (N.D. Ill.).



continued

Her additional leadership experience includes service on the Plaintiffs' Steering Committees in *In re Local TV Advertising Antitrust Litigation* (N.D. Ill.), where the court has approved \$48 million in settlements to date, *In re Farm-Raised Salmon and Salmon Products Litigation* (S.D. Fla.), recovering \$85 million for the direct purchaser plaintiff class, and *In re Liquid Aluminum Sulfate Antitrust Litigation*, (D.N.J.), which produced a recovery exceeding \$90 million for the direct purchaser plaintiff class. She has also been appointed to steering or executive committees in several other major antitrust matters.

Before entering private practice, Ms. Justice spent nearly a decade as a federal antitrust prosecutor in the U.S. Department of Justice's Antitrust Division, where she investigated and prosecuted domestic and international cartel activity in industries including graphite electrodes, carbon products, ocean shipping, and benchmark interest rates (LIBOR). She also tried the Division's case against the first U.K. national extradited by the Antitrust Division, securing a guilty verdict in *United States v. Norris*, No. 03-cr-0632 (E.D. Pa.).

Ms. Justice earned her B.A., cum laude, from Kalamazoo College. She graduated magna cum laude from Temple University Beasley School of Law, where she served as an Articles Editor of the Temple Law Review. Ms. Justice later clerked for the Honorable William H. Yohn, Jr. of the United States District Court for the Eastern District of Pennsylvania. She frequently lectures on antitrust and securities litigation and serves on the Advisory Board of the American Antitrust Institute. She has earned recognition as a Pennsylvania Super Lawyer, been included in the Lawdragon 500 Leading Lawyers in America and Lawdragon 500 Global Plaintiff Lawyers and is ranked among the top antitrust attorneys nationwide by Chambers and Partners in its Chambers USA Guide.

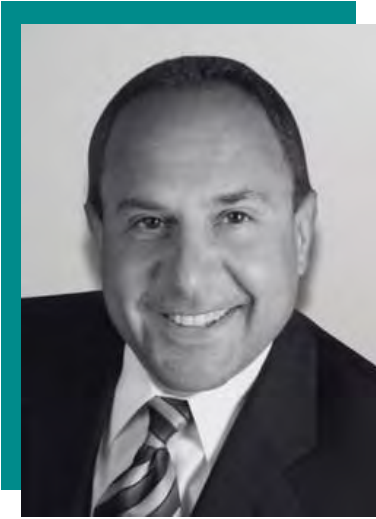


Nicholas R. Lange

Partner

Nicholas R. Lange is a partner at Justice Jagher London & Millen. Mr. Lange is a Chicago native and received his J.D. from the DePaul University College of Law in 2014. He has experience in litigating civil matters that include fraud, tort, breach of contract, and corporate matters. In 2023, Mr. Lange received the Super Lawyers Rising Star award (Class Action/Mass Torts). He was recently appointed to the Plaintiffs' Steering Committee in *In re AT&T Inc. Customer Data Security Breach Litigation*, 3:24-cv-00757 (N.D. Tex.) (ECF No. 165).

Mr. Lange was drawn to class action litigation because of the potential to compel a company to change its conduct and compensate those it has wronged. He is admitted to the State Bar of Illinois as well as the Northern and Southern Districts of Illinois.



William H. London

Founding Partner

Mr. London has been litigating class action cases for over 35 years. He served as trial counsel for the plaintiff class in *In re High Pressure Laminates Antitrust Litigation*, a case that was tried before a jury in the Southern District of New York. He was actively involved in several cases in which JJLM attorneys were serving in a leadership capacity, including *In re Flat Glass Antitrust Litigation* (No. II), MDL No. 1942 (W.D. Pa.); *In re Static Random Access Memory (SRAM) Antitrust Litigation*, MDL No. 1819 (N.D. Cal); and *In re Hydrogen Peroxide Antitrust Litigation*, MDL 1682 (E.D. Pa.). Mr. London presently has significant involvement in *In re Automotive Parts Antitrust Litigation*, MDL 2311 (E.D. Mich.) and *In re Optical Disk Drive Products Antitrust Litigation*, No. 3:10-md-2143 (N.D. Cal.).

Mr. London graduated Magna Cum Laude from Syracuse University in 1984 and received his law degree in 1987 from IIT Chicago-Kent College of Law. In 1987, he was admitted to the Illinois Bar and the Federal Bar; and in 1988, he was admitted to practice before the United States Court of Appeals for the Seventh Circuit. Mr. London is a member of the American Bar Association and is a past-Chairman of the Chicago Bar Association Class Litigation Committee. He was formerly an Assistant Attorney General for the State of Illinois, during which time he argued cases in the United States Court of Appeals for the Seventh Circuit and the Illinois Supreme Court. Since 1990, Mr. London has concentrated on complex and commercial litigation, with an emphasis on class action litigation involving antitrust claims. Mr. London practiced with Much Shelist Freed from March 1993 through December 31, 2006.



Douglas A. Millen

Founding Partner

Mr. Millen devotes his practice to prosecuting direct purchaser, price-fixing class actions and has played a key role in many of the most successful price-fixing cases in the United States. For example, Mr. Millen was most recently appointed to serve on the Plaintiffs' Steering Committee for the *In re DPP Beef Antitrust Litigation* (D. Minn.) Mr. Millen was appointed to serve on the Direct Purchaser Plaintiffs' Steering Committee in *In re Lithium Ion Batteries Antitrust Litigation*, MDL No. 2420 (N.D. Cal) which ultimately obtained almost \$140 million for the class. Mr. Millen has also played a prominent role in many of the largest antitrust cases in recent history – including: *In re Cathode Ray Tube (CRT) Antitrust Litigation*, MDL 1971 (N.D. Cal.), where he served as Chair of Discovery and aided in the recovery of more than \$210 million of the class; *In re Dynamic Random Access Memory (DRAM) Antitrust Litigation*, MDL 1486 (N.D. Cal.); *In re Vitamins Antitrust Litigation*, MDL 1285 (D.D.C.); and *In re Rubber Chemicals Antitrust Litigation*, MDL 1648 (N.D. Cal.) – and his efforts have assisted in the recovery of billions of dollars for class members. Accordingly, he has been recognized as one of the nation's top competition lawyers by various publications, including *Global Competition Review*, and as a top Plaintiffs' lawyer by *Lawdragon 500 Leading Lawyers in America*. Mr. Millen currently represents several Fortune 500 companies in the Rail Freight Fuel Surcharge Antitrust Litigation and provides antitrust compliance consultation services for large, multi-national companies.

Mr. Millen is a graduate of the University of Michigan (B.G.S., 1991) and University of Illinois College of Law (J.D. magna cum laude, 1994). In 1994, he was admitted to the New York and Connecticut State Bars; and in 1995 he was admitted to the Illinois State Bar. He is also admitted to practice in the Northern and Southern Districts of Illinois. Mr. Millen is a member of the American Bar Association, Antitrust Section and the Chicago Bar Association. Prior to founding JJLM, Mr. Millen was a partner at Much Shelist Freed, where he practiced with the class action group from November 1995 through December 31, 2006.



Michael E. Moskowitz

Managing Partner,
Founding Partner

Michael E. Moskowitz is the managing partner at Justice Jagher London & Millen and has been involved in trial and appellate litigation for 30 years. Since 2000, he has concentrated on complex commercial litigation, with primary emphasis on class action litigation involving antitrust, securities fraud, and consumer fraud claims.

Mr. Moskowitz previously played a key role in the class action practice of Much Shelist Freed. He is significantly involved in several pending antitrust class actions, *In re Automotive Parts Antitrust Litigation*, MDL 2311 (E.D. Mich.), and *In re Vehicle Carrier Services Antitrust Litigation*, MDL No. 2471.

Mr. Moskowitz is also a member of The Sedona Conference's Working Group 1 (Electronic Document Retention and Production) and has spoken at The Sedona Conference's Midyear meeting and has co-written papers published by The Sedona Conference.

Mr. Moskowitz is a graduate of Indiana University (B.A., 1993) and New York University School of Law (J.D., 1996).



Matthew W. Ruan

Partner

Matthew W. Ruan is a partner at Justice Jagher London & Millen LLC. Mr. Ruan has extensive experience litigating complex commercial matters, with an emphasis on antitrust, securities, and consumer class actions. He has helped recover billions of dollars on behalf of a broad range of individuals, businesses, shareholders, unions, and pension funds.

Mr. Ruan received his B.A., with Honors, from the University of Chicago in 2000 and his J.D. from the University of Michigan Law School in 2003, where he was an associate editor of the Michigan Journal of International Law. He also served as a judicial extern for the Honorable Blanche M. Manning of the U.S. District Court for the Northern District of Illinois, and interned at the U.S. Department of Justice, Criminal Division, in Washington, D.C.

Currently, Mr. Ruan serves as co-lead counsel in *Estuary Transit District and Teamsters 671 Health Service & Insurance Plan v. Hartford Healthcare Corporation, et al.*, Case No. 3:24-cv-01051-SFR (D. Conn.), a class action alleging Sherman Act violations by *Hartford HealthCare Corporation* and its subsidiaries, and in *Tuccori v. At World Properties, LLC*, Case No. 1:24-cv-00150-LCJ (N.D. Ill.), representing a nationwide settlement class of home purchasers in an antitrust action involving Multiple Listing Service properties.

Among the many other complex cases in which Mr. Ruan has been significantly involved are: *Sutter Health Antitrust Litigation* (Sup. Ct. Cal., San Fran. Cty.) (antitrust class action against Sutter Health, one of the largest healthcare providers in California, for restraining hospital competition through its contracting practices with insurance companies, resulting in \$575 million settlement and significant injunctive relief). *In re Automotive Parts Antitrust Litigation* (E.D. Mich.) (antitrust class action brought on behalf of direct purchasers of automotive parts in multiple concurrently active nationwide price-fixing cases, resulting in settlements to date in excess of \$550+ million). *In re AOL/Time Warner Securities Litigation* (S.D.N.Y.) (class action alleging securities fraud in connection with merger of AOL and Time Warner, resulting in \$2.65 billion recovery for shareholders).



Robert J. Wozniak

Partner

Robert J. Wozniak is a partner at Justice Jagher London & Millen LLC. Since 2001, Mr. Wozniak has been involved in complex commercial litigation, with a primary emphasis on antitrust, employment, and consumer fraud class action cases. He has handled all aspects of litigation, including researching and drafting complaints, motion practice, drafting and responding to written discovery, taking and defending depositions, working closely with expert witnesses, managing large scale electronic discovery, presenting oral argument, and trial. Prior to engaging in private law practice, Mr. Wozniak worked as a trial attorney for the United States Department of Justice, Antitrust Division (Honors Program). Mr. Wozniak was then employed by Cohen Milstein Hausfeld & Toll, a Washington, D.C. class action firm, before joining Much Shelist Freed in 2004.

The complex antitrust class actions in which Mr. Wozniak has had significant involvement include: *In re Broiler Chicken Antitrust Litigation* (N.D. Ill.); *In re Pork Antitrust Litigation* (D. Minn.); *In re Opana ER Antitrust Litigation* (N.D. Ill.); *In re Local TV Advertising Antitrust Litigation* (N.D. Ill.); *Mulhern, et al. v. Pepperidge Farm* (N.D. Ill.) (consolidated and transferred to C.D. Cal for settlement approval); *In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation* (E.D.N.Y.); *Kleen Products, et al. v. International Paper, et al.* (N.D. Ill.); *In re NCAA Student-Athlete Names & Likeness Licensing Litigation* (N.D. Cal.); *In re Fresh and Process Potatoes Antitrust Litigation* (D. Idaho); *In re Municipal Derivatives Antitrust Litigation* (S.D.N.Y.); *In re Flat Glass Antitrust Litigation* (II) (W.D. Pa.); *In re TFT-LCD (Flat Panel) Antitrust Litigation* (N.D. Cal.); *In re Static Random Access Memory (SRAM) Antitrust Litigation* (N.D. Cal.); *In re Hydrogen Peroxide Antitrust Litigation* (E.D. Pa.); *In re Intel Corp. Microprocessor Antitrust Litigation* (D. Del.); *In re Dynamic Random Access Memory (DRAM) Litigation* (N.D. Cal.); *In re Buspirone Antitrust Litigation* (S.D.N.Y.); and *In re Terazosin Hydrochloride Antitrust Litigation* (S.D. Fla.).

Mr. Wozniak is a graduate of the University of Michigan (B.A., 1988), University of Minnesota (M.A., 1994), and Wayne State University Law School (J.D., 2000, cum laude, Order of the Coif). He is admitted to practice law in Illinois and Michigan as well as numerous federal district and appellate courts.



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