

**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' SECOND *UNOPPOSED* MOTION AND MEMORANDUM IN SUPPORT
OF PRELIMINARY APPROVAL OF SETTLEMENTS WITH PARTIES OPTING
INTO THE COURT APPROVED CLASS SETTLEMENT AGREEMENT**

TABLE OF CONTENTS

Table of Authorities iv

I. INTRODUCTION1

II. BACKGROUND3

 A. Prior Litigation Brought By Home Sellers Led To Settlements That Also Released Most Homebuyer Claims.4

 B. The *Tuccori* Litigation Seeks Relief For The Remaining Unreleased Homebuyer Claims.6

 C. Negotiations With Prospective Opt-In Settlers.....7

III. SUMMARY OF SETTLEMENT TERMS SPECIFIC TO OPT-IN SETTLORS10

 A. The Settlement Class.....10

 B. Relief To The Settlement Class Members.10

 C. The Settlement’s Opt-In Procedure.12

 D. Appointment Of The Special Master.13

 E. Releases.....14

IV. DISCUSSION15

 A. Legal Standard At The Preliminary Approval Stage.15

 B. The Settlement Provides Excellent Relief To The Settlement Class Members.....17

 i. The benefits of settlement outweigh the cost, risk, and delay of further litigation.20

 ii. The proposed method of distributing relief to the Settlement Class is effective.....23

 iii. The Opt-In Agreements do not introduce any concerns regarding Class Counsel’s fee award.....23

 iv. There are no side agreements to be identified.24

C.	Plaintiffs And Class Counsel Have Capably Represented The Settlement Class Members.	24
D.	The Opt-In Agreements Are The Product Of Arm’s-Length Negotiations.	26
E.	The Settlement Treats All Settlement Class Members Equitably.....	27
F.	The Limited Opposition To The Opt-In Settlements From <i>Batton</i> Counsel Is Unfounded.....	28
V.	CONCLUSION.....	32
	Certificate of Service	34

TABLE OF AUTHORITIES

Supreme Court Cases	Page(s)
<i>Ill. Brick Co. v. Ill.</i> , 431 U.S. 720 (1977).....	20
<i>Kansas v. UtiliCorp United, Inc.</i> , 497 U.S. 199 (1990).....	20
 Cases	
<i>Am. Int’l Grp., Inc. v. ACE INA Holdings, Inc.</i> , No. 07 C 2898, 2011 WL 3290302 (N.D. Ill. July 26, 2011)	25, 30
<i>Armstrong v. Bd. of Sch. Dirs. of Milwaukee</i> , 616 F.2d 305 (7th Cir. 1980)	16
<i>Burnett v. Nat’l Ass’n of Realtors</i> , No. 4:19-CV-00332-SRB, 2024 WL 2842222 (W.D. Mo. May 9, 2024)	2
<i>Charvat v. Valente</i> , 12-CV-05746, 2019 WL 5576932 (N.D. Ill. Oct. 28, 2019)	22
<i>Crawford v. Equifax Payment Servs., Inc.</i> , 201 F.3d 877 (7th Cir. 2000)	31
<i>Gautreaux v. Pierce</i> , 690 F.2d 616 (7th Cir. 1982)	16
<i>Goldsmith v. Tech. Sols. Co.</i> , No. 92 C 4374, 1995 WL 17009594 (N.D. Ill. Oct. 10, 1995)	20
<i>Henson v. East Lincoln Township</i> , 108 F.R.D. 107 (C.D. Ill. 1985).....	12
<i>Hudson v. Libre Tech., Inc.</i> , No. 3:18-cv-1371-GPC-KSC, 2020 WL 2467060 (S.D. Cal. May 13, 2020)	22
<i>In re AT&T Mobility Wireless Data Servs. Sales Litig.</i> , 270 F.R.D. 330 (N.D. Ill. 2010).....	17
<i>In re Cardizem CD Antitrust Litig.</i> , 218 F.R.D. 508 (E.D. Mich. 2003)	20

In re Fico Antitrust Litig. Related Cases,
 No. 1:20-CV-02114, 2023 WL 6388247 (N.D. Ill. Sept. 28, 2023) 21

In re Nat’l Collegiate Athletic Ass’n Student-Athlete Concussion Injury Litig.,
 MDL No. 2492, 2016 WL 3854603 (N.D. Ill. July 15, 2016) 16

Isby v. Bayh,
 75 F.3d 1191 (7th Cir. 1996) 17, 19

Kaufman v. Am. Express Travel Related Servs. Co., Inc.,
 264 F.R.D. 438 (N.D. Ill. 2009) 16

Leeder v. Nat’l Ass’n of Realtors,
 601 F. Supp. 3d 301 (N.D. Ill. 2022) 4

Marion Diagnostic Ctr., LLC v. Becton Dickinson & Co.,
 29 F.4th 337 (7th Cir. 2022) 13

Negrete v. Allianz Life Ins. Co. of N. Am.,
 523 F.3d 1091 (9th Cir. 2008) 29

Nistra v. Reliance Trust Co.,
 No. 1:16-cv-04773, 2020 WL 13645290 (N.D. Ill. Mar. 12, 2020) 16

Paper Sys. Inc. v. Nippon Paper Indus. Co., Ltd.,
 281 F.3d 629 (7th Cir. 2002) 13

Pickett v. Simos Insourcing Solutions, Corp.,
 249 F. Supp. 3d 897 (N.D. Ill. 2017) 15

Ponzio v. Pinion,
 87 F.4th 487 (11th Cir. 2023) 26, 27

Retired Chi. Police Ass’n v. City of Chi.,
 7 F.3d 584 (7th Cir. 1993) 24

Rutter & Wilbanks Corp. v. Shell Oil Co.,
 314 F.3d 1180 (10th Cir. 2002) 29, 30

Snyder v. Ocwen Loan Servicing, LLC,
 No. 14 C 8461, 2019 WL 2103379 (N.D. Ill. May 14, 2019) 24, 25, 27

Synfuel Techs., Inc. v. DHL Express (USA), Inc.,
 463 F.3d 646 (7th Cir. 2006) 17

<i>T.K. ex rel. Leshore v. Bytedance Tech. Co., Ltd.</i> , No. 19-cv-7915, 2022 WL 888943 (N.D. Ill. Mar. 25, 2022)	<i>passim</i>
<i>Tech. Training Assocs., Inc. v. Buccaneers Ltd. P’ship</i> , 874 F.3d 692 (11th Cir. 2017)	31
<i>Wong v. Accretive Health, Inc.</i> , 773 F.3d 859 (7th Cir. 2014)	28
<i>Young v. Rolling in the Dough, Inc.</i> , No. 17-cv- 07825, 2020 WL 969616 (N.D. Ill. Feb. 27, 2020)	22
Other Authorities	
<i>Manual for Complex Litigation (Fourth)</i> § 21.631.....	17
<i>Manual for Complex Litigation (Fourth)</i> § 21.632.....	14, 16
Rules	
Fed. R. Civ. P. 23(e)	<i>passim</i>

Plaintiffs, James Tuccori, Courtney Foregger, Kevin Cwynar, Dawid Zawislak, Michael D'Acquisto, and Alejandro Lopez a/k/a Aleandro Lopez, by and through their undersigned counsel, and pursuant to Section G of the Court-approved Class Settlement Agreement in this matter, respectfully move for preliminary approval of the Opt-In Agreements being filed herewith. In support of this Motion, Plaintiffs state as follows:

I. INTRODUCTION

The Court-approved Settlement¹ in this matter has succeeded in providing outstanding compensation for the Settlement Class Members. On October 16, 2025, the Court entered its Preliminary Approval Order (Dkt. 65), granting preliminary approval to the Class Settlement and establishing an opt-in mechanism by which “[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 ¶ 36).

The Settlement’s Opt-In Period closed on April 13, 2026, and Plaintiffs are pleased to report that they have reached settlements with eleven more Opt-In Settlers,² adding to the prior

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 The eleven Opt-In Settlers whose settlements are presented in this Motion are Defendant HomeSmart International, LLC; Defendant Fathom Realty, LLC; Realty ONE Group Inc., Kempa and Associates LLC d/b/a Realty ONE Group Excel, and Umro Realty Corp d/b/a The Agency, which are defendants in an action filed by Plaintiffs’ counsel captioned *Cwynar v. The Real Brokerage, Inc. et al.*, 25-cv-07289 (N.D. Ill.) (Alexakis, J.); Hanna Holdings, Inc. which is a defendant in *Davis v. Hanna Holdings, Inc.*, 24-cv-02374 (E.D. Pa.) (Beetlestone, J.); Douglas Elliman Inc., HomeServices of America, Inc., BHH Affiliates, LLC, and HSF Affiliates LLC which are defendants in *Lutz et al. v. HomeServices of America, Inc. et al.*, 24-cv-10040 (S.D. Fl.) (Moore, J.); eXp World Holdings, Inc., Compass, Inc., and United Real Estate Holdings, LLC d/b/a United Real Estate Group which are defendants in *Batton et al. v. Compass, Inc. et al.*, No. 1:23-cv-15618 (N.D. Ill.) (Hunt, J.); and The National Association of REALTORS® which is a defendant in *Batton v. The Nat’l Ass’n of Realtors*, No. 21-cv-00430 (N.D. Ill.) (Hunt, J.).

Court-approved settlements with the ten initial Settling Defendants and the five prior Opt-In Settlers. (Dkt. Nos. 58, 98). These 26 Settling Parties have collectively agreed to contribute a total of \$120,334,500 to the Global Settlement Fund. By any measure, this is an exceptional result for the Settlement Class.

As the Court is aware, this homebuyer antitrust Litigation was preceded by other class actions brought on behalf of people who sold homes. (Dkt. 162 at 1). That litigation led to settlements that released all home seller claims and most homebuyer claims, leaving only a small sliver of “buyer-only” claims remaining. This Settlement favorably resolves those remaining claims for amounts that are entirely consistent with the existing settlements. As explained below, the settlements here capture just as much per claim as the home seller plaintiffs negotiated after they prevailed at trial. This result is especially noteworthy since the homebuyer claims here are “indirect purchaser” claims involving merits challenges and problems of proof that the direct purchasers (home sellers) did not have to contend with.

The opt-in procedures established here were modeled off a similar opt-in mechanism employed in the *Burnett* home seller settlement. *See Burnett v. Nat’l Ass’n of Realtors*, No. 4:19-CV-00332-SRB, 2024 WL 2842222, at *5 (W.D. Mo. May 9, 2024) (“The NAR settlement also provides opportunities for various multiple listing services and brokerages to opt-in to the settlement, which may provide still further financial compensation to the Settlement Class.”). The opt-in process succeeded there and has proven successful here as well. Indeed, the opt-in settlements in the aggregate are even stronger than those the Court approved previously—both in terms of the total dollar amount and as a percentage of the corresponding home seller settlements—demonstrating that the Settlement’s opt-in process helped encourage further settlements that, if approved, will grow the Global Settlement Fund for the benefit of the Settlement Class. *Id.*

(collecting cases and explaining that an early settlement can deliver significant value by “serving as an ‘ice-breaker’ settlement to potentially facilitate future settlements”).

The Opt-In Agreements presented with this Motion are the product of months of investigation, confirmatory discovery, and extensive arm’s length negotiations including seven separate mediations overseen by the Court-appointed Special Master for Mediation, former Northern District of Illinois Chief Judge James F. Holderman (Ret.). Plaintiffs’ efforts have yielded a set of settlements that, if approved, promise to provide certainty, closure, and tremendous compensation to the Settlement Class. Accordingly, Plaintiffs respectfully request that the Court grant preliminary approval to the Opt-In Agreements submitted with this Motion to allow the Settling Parties to provide notice of the Settlement to the Settlement Class.³

II. BACKGROUND

The claims in this Litigation arise out of an alleged antitrust conspiracy among the National Association of REALTORS® (“NAR”) and residential real estate brokers across the country. (First Amended Consolidated Complaint ¶¶ 1-25, Dkt. 123). Plaintiffs allege that the NAR and its members promulgated anticompetitive rules designed to keep brokers’ commissions artificially elevated, and that the Defendants and their co-conspirators adopted, implemented, and enforced those rules in residential real estate transactions. (*Id.*). 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. (*Id.*).

³ To avoid repetition, Plaintiffs incorporate by reference their initial Preliminary Approval Motion (Dkt. 58), the Parties’ Class Settlement Agreement (Dkt. 58-1), and the Court’s October 16, 2025 Preliminary Approval Order (Dkt. 65), which fully describe the Settlement’s terms and support the fairness and adequacy of the Settlement and Opt-In Agreements.

Plaintiffs plead claims for (I) violations of the Sherman Antitrust Act, 15 U.S.C. § 1; (II) violations of the Illinois Antitrust Act (“IAA”), 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 (“ICFA”), 815 ILCS 505/1 *et seq.* and substantially similar consumer fraud statutes in other states; and (IV) unjust enrichment. (*See generally id.* ¶¶ 184-227).

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

While the *Tuccori* action seeks relief on behalf of *homebuyers*, it follows on the heels of prior antitrust cases brought by *home sellers*. Homebuyers and sellers are on two sides of the same transaction, and both incur costs from elevated broker commissions albeit in different ways. (*See id.* ¶¶ 1, 79-80, 132). Brokers’ commissions are deducted from the home seller’s proceeds pursuant to a listing agreement, but a portion of those costs are also passed through to homebuyers because they are incorporated into the purchase price of the home. *Leeder v. Nat’l Ass’n of Realtors*, 601 F. Supp. 3d 301, 308-11 (N.D. Ill. 2022) (Wood, J.). In antitrust parlance, this makes home sellers the “direct purchasers” of broker services (because they contract directly with the seller-broker and are the “party *paying* the commission”), whereas homebuyers are deemed “indirect purchasers” (since the commissions are “‘baked into’ the purchase price” of the home and “‘passed through’ to the buyer”). *Id.* at 309-10.

The first home seller cases were filed in 2019 following an investigation by the U.S. Department of Justice into the NAR’s practices. Home seller plaintiffs brought Sherman Act claims against the NAR and multiple brokerages in two cases, one in the U.S. District Court for the Western District of Missouri and the other in the Northern District of Illinois. *Burnett v. The Nat’l Ass’n of Realtors*, No. 19-cv-00332 (W.D. Mo.); *Moehrl v. The Nat’l Ass’n. of Realtors*, No. 19-cv-01610 (N.D. Ill.). The *Burnett* and *Moehrl* cases were vigorously litigated, and in 2023 the

claims in *Burnett* were tried on a class basis before a jury, resulting in a verdict in favor of the plaintiff class of nearly \$1.8 billion prior to trebling.⁴

The Missouri litigation led to settlements with numerous brokerages and real estate companies beginning in 2023. The trial verdict increased the number and pace of the settlements. Nearly all of the Settling Defendants and Opt-In Settlers in this matter reached settlements either in *Burnett* or one of the other home seller cases.⁵ The settlements culminated in a global settlement with the NAR, which included an opt-in procedure like the one the Court approved here. The opt-in mechanism in the NAR's settlement led to additional settlements with more than two dozen non-party opt-in settlers in *Burnett*.⁶

Importantly, the releases in the home seller settlements cover *all* of the home seller class members' claims arising out of the alleged conspiracy among real estate brokerages, including claims related to home sales *and* any home purchases those individuals made during the same period. (See, e.g., Order at 59, *Burnett*, 4:19-cv-00332 (W.D. Mo. Nov. 27, 2024), ECF 1622, hereinafter the "*Burnett* Final Approval Order"); (Order Granting Final Approval at 49-50, *Hooper*, 1:23-cv-05392 (N.D. Ga. Mar. 31, 2026), ECF 245, hereinafter the "*Hooper* Final Approval Order"). Because most individuals who sell a home also simultaneously buy a new one to relocate to, the vast majority of homebuyers are also sellers. (*Id.*) Indeed, as explained in prior

⁴ Verdict Form at 2, *Burnett*, 4:19-cv-00332-SRB (W.D. Mo. Oct. 31, 2023), ECF No. 1294. *Moehrl* was also procedurally advanced, with summary judgment and *Daubert* motions pending and a trial anticipated to begin in January 2025 if not for settlements.

⁵ See, e.g., *Gibson et al. v. The Nat'l Ass'n of Realtors® et al.*, No. 4:23-cv-00788-SRB (W.D. Mo.); *Keel et al. v. House of Seven Gables Real Estate, Inc. et al.*, No. 4:25-00055 (W.D. Mo.); *1925 Hooper LLC et al. v. The Nat'l Ass'n of Realtors et al.*, No. 1:23-cv-5392-MHC (N.D. Ga.).

⁶ See Mot. for Preliminary Approval of Settlements with Brokerages and Non-Realtor Multiple Listing Services Opting Into the NAR Settlement, *Burnett*, No. 4:19-CV-00332-SRB (W.D. Mo. Sept. 30, 2024), ECF No. 1538.

filings, as many as 79-76% of all homebuyers have also sold a home and thus fall within the home seller settlement classes; only approximately 21-24% of homebuyers have “buyer-only” claims unreleased by the home seller settlements.⁷

B. The *Tuccori* Litigation Seeks Relief For The Remaining Unreleased Homebuyer Claims.

Tuccori was initiated in December 2023, and the *Tuccori* Plaintiffs seek relief for the “buyer-only” claims carved out of the home seller settlements. From the outset of the Litigation, Class Counsel invested significant time and effort into advancing the Plaintiffs’ and Class Members’ claims, including conducting a robust pre-filing investigation; preparation and filing of 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.) (Alexakis, J.); briefing four lengthy motions to dismiss in addition to motions to strike class allegations across the *Tuccori*, *Zawislak*, and *Cwynar* cases; organizing and coordinating the proceedings in multiple cases against numerous defendants; engaging in extensive, lengthy settlement negotiations with the Settling Defendants and Opt-In Settlers, which included undertaking thorough and detailed research into brokerages’ relevant financial information, 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, confirmatory discovery, preparation of mediation submissions, and numerous separate mediation sessions. (Dkt. 58-5 ¶¶ 13-22).

Class Counsel’s hard work succeeded in advancing the buyer-side litigation and securing strong settlements for the Settlement Class Members. The *Tuccori* Plaintiffs were the first

⁷ Based on expert testimony and available data, roughly 79-76% of homebuyers have sold a home, meaning that they are included in the home seller settlements and have released their claims. This leaves only 21-24% of homebuyers with unreleased “buyer-only” claims. (Dkt. 110 at 6); (Dkt. 116-1 at 15).

nationwide to achieve a homebuyer (indirect purchaser) class settlement, and the *Tuccori* Plaintiffs' counsel were the first to be appointed class counsel for a homebuyer class. In 2024, the *Tuccori* Plaintiffs' counsel reached the first-ever homebuyer antitrust settlement with Defendant At World Properties, LLC (“@properties”) following a mediation conducted by Judge Holderman. (Dkt. 58 at 5). *Tuccori* Class Counsel subsequently reached additional settlements with nine other real estate brokerage company defendants who agreed to join with @properties in a 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 Settlement fair, reasonable, adequate, and negotiated at arms' length by experienced counsel. (Dkt. 65 ¶ 3).

C. Negotiations With Prospective Opt-In Settlers.

As noted above, the *Tuccori* Settlement includes an opt-in mechanism—modeled off the NAR's settlement approved in *Burnett*—that allowed unnamed real estate brokerages and alleged co-conspirators to opt into the Settlement by agreeing to implement or maintain certain practice changes and contributing a payment to the Settlement's Global Settlement Fund, which grows the monetary relief available for distribution to the Settlement Class. (Dkt. 58-1 ¶¶ 35-36); (Dkt. 58 at 8) (summarizing the Settlement's opt-in procedure). Because alleged co-conspirators are allegedly jointly and severally liable for the same claims the *Tuccori* Plaintiffs asserted against the original Defendants, 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.” (Dkt. 58-1 ¶ 36).

As part of the Court-approved opt-in procedures, the Court appointed Judge Holderman to

serve as the Special Master for Mediation to 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). Pursuant to the Court-approved opt-in procedures, Class Counsel previously sought approval of opt-in settlements with five brokerages following mediations with Judge Holderman in his role as Special Master. (Dkt. 98). The Court preliminarily approved those settlements on March 4, 2026. (Dkt. Nos. 117-119).

The Opt-In Agreements presented with this Motion were reached through the same Court-approved opt-in process, including multiple mediation sessions with Judge Holderman. (Second Supplemental Declaration of Special Master for Mediation Judge James F. Holderman (Ret.) ¶ 4, attached hereto as Exhibit A and hereinafter the “Holderman Decl.”) In addition to the numerous mediation sessions Class Counsel had with the original Settling Defendants and the other Opt-In Settlers, the negotiations with the prospective Opt-In Settlers identified in this Motion included seven separate mediation sessions:

- With Hanna Holdings, Inc. conducted by Judge Holderman on March 13, 2026;
- With Douglas Elliman Inc. conducted by Judge Holderman on March 23, 2026;
- With HomeSmart International, LLC conducted by Judge Holderman on March 24, 2026;
- With The National Association of Realtors® conducted by Judge Holderman on March 27, 2026;
- With HomeServices of America, Inc., BHH Affiliates, LLC, and HSF Affiliates LLC conducted by Judge Holderman on March 30, 2026;
- With Compass, Inc. before former Magistrate Judge Michael T. Mason (Ret.), conducted under Judge Holderman’s supervision, on April 9, 2026; and

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

(Holderman Decl. ¶ 4); (Declaration of Paul T. Geske ¶ 9, attached hereto as Exhibit B and hereinafter the “Geske Decl.”).⁸ These sessions were conducted at arm’s-length according to Judge Holderman’s mediation procedures and the terms of the Court-approved Class Settlement Agreement. (Geske Decl. ¶ 10); (Holderman Decl. ¶¶ 9-10). The negotiations 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 over the days and weeks that followed. (Geske Decl. ¶ 10); (Holderman Decl. ¶ 11). Even where the negotiating parties did reach an agreement in principle at the mediation itself, negotiations continued concerning the specific terms and contours of each opt-in agreement. (Geske Decl. ¶ 10). The settlements with the other Opt-In Settlor were reached through arm’s-length direct negotiations with counsel for each Opt-In Settlor. (*Id.* ¶¶ 11-12).

Prior to reaching an agreement with each Opt-In Settlor, Class Counsel undertook research into each Opt-In Settlor’s involvement in the alleged conspiracy to raise, fix, maintain, or stabilize real estate broker commissions in violation of Section 1 of the Sherman Act, state antitrust laws, and state consumer protection laws, including their participation in the NAR, their role and relative size in the real estate broker services market, and their adoption, implementation, and enforcement of the challenged NAR rules at issue. As part of the negotiations, Class Counsel considered extensive information relevant to the strength of the Plaintiffs’ and the Class Members’ claims against each prospective Opt-In Settlor. For example, Class Counsel reviewed numerous mediation

⁸ Importantly, Judge Holderman was aware, prior to each of these mediations, of the existence of concurrent homebuyer litigation against some of the prospective Opt-In Settlor. But at no time during any of the negotiations did the Parties discuss or disclose settlement negotiations (if any) that may have occurred in connection with the parallel litigation. (Holderman Decl. ¶¶ 5-6, 9).

briefs, robust confirmatory discovery, and financial information bearing on ability-to-pay issues where applicable. Class Counsel also evaluated each potential settlement against relevant benchmarks, such as each Opt-In Settlor's respective home seller settlement.

III. SUMMARY OF SETTLEMENT TERMS SPECIFIC TO OPT-IN SETTLORS

The terms of the Class Settlement Agreement have already been presented and discussed at length in prior filings. (*See generally* Dkt. Nos. 58, 58-1). To avoid repetition, this Motion focuses solely on settlement terms bearing on the settlements with the prospective Opt-In Settlers.

A. The Settlement Class.

In its Preliminary Approval Order, the Court preliminarily certified the Settlement Class defined as follows:

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.

(Dkt. 65 ¶¶ 5-6); (*see also id.* ¶ 7) (listing certain exclusions). None of the Opt-In Agreements alter the Class Definition itself, but they do extend the Class Period to be consistent with the Class Period in the Court-approved Opt-In Agreement with Anywhere Real Estate Inc. ("Anywhere") (Dkt. 98 at 6). This is to account for the various limitations periods applicable to the Class Members' claims and to encompass all time periods at issue in this case and other homebuyer antitrust litigation.

B. Relief To The Settlement Class Members.

The Settlement established a Global Settlement Fund to pool all payments from the Settling Defendants and Opt-In Settlers. (Dkt. 58-1 ¶¶ 6, 42, 69-73). The prospective Opt-In Settlers have agreed to the following payments subject to Court approval:

Prospective Opt-In Settlor(s)	Total Contribution to Settlement Fund
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
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	\$106,345,000

These contributions, coupled with the \$13,989,500 in payments from Court-approved settlements with the initial Settling Defendants and the other Opt-In Settlers (Dkt. 98 at 4), bring the Settlement's total monetary relief to \$120,334,500. (Geske Decl. ¶ 25). Each Opt-In Settlor's payment is non-reversionary; that is, no amount will revert if the Settlement is approved. Following final approval, the Global Settlement Fund—including all contributions from both the initial Settling Defendants and all Opt-In Settlers—will be fully distributed pursuant to the Court-approved plan of allocation after deductions for Court-approved administrative costs, litigation expenses, and attorney fees in accordance with the Settlement Agreement. (Dkt. 58-1 ¶¶ 69-71). When Plaintiffs submit their plan of allocation, they will propose a formula under which each individual payment will be determined equitably according to a pro rata formula that takes into account the commissions each claimant paid as part of their home purchase.

In addition to monetary relief, the Opt-In Agreements also provide non-monetary,

prospective relief to the Settlement Class Members by requiring that the Opt-In Settlers agree to maintain or extend certain practice changes like those set forth in the Settlement Agreement. (*See generally* Exs. 1-11 to Geske Decl.). These practice changes are aimed at addressing the conduct that led to the Litigation. (Dkt. 58-1 ¶ 78); (Dkt. 58 at 8, 24).

C. The Settlement’s Opt-In Procedure.

Under the Court-approved opt-in procedure, non-parties that allegedly participated in the antitrust conspiracy could opt into the Settlement in exchange for agreeing to the terms of an opt-in agreement that obligates them to 1) maintain and extend certain practice changes and 2) contribute a payment to the Global Settlement Fund, thereby increasing the total monetary relief available for distribution to the Settlement Class. As noted above, this opt-in mechanism was based on a similar opt-in mechanism approved as part of the NAR’s settlement in *Burnett*.⁹

This opt-in procedure is particularly well-suited to the real estate broker antitrust litigation for three primary reasons. *First*, the alleged conspiracy at issue permeated virtually the entire real estate broker industry and included numerous participants. (*Burnett* Final Approval Order at 81) (“the litigation challenged practices that were central to the real estate brokerage industry.”). The opt-in procedure provided an effective means of joining many of the most prominent alleged co-conspirators for purposes of holding these entities accountable and effectuating a global settlement.¹⁰ *Second*, under well-established antitrust law, each alleged co-conspirator can be held

⁹ As in this case, the opt-in procedure in *Burnett* was available to not just to existing parties, but also non-parties, including those that had been named in other, concurrent litigation. (*See, e.g., Hooper* Final Approval Order at 6) (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.”).

¹⁰ The opt-in procedure is analogous to a defendant class action, which allows a plaintiff to join numerous defendants in order to obtain an effective remedy. *Henson v. East Lincoln Township*, 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”).

jointly and severally liable for all damages flowing from the conspiracy, so aggregating funds from multiple alleged conspirators ensures that the class receives sufficient compensation without bankrupting any individual entity. *Marion Diagnostic Ctr., LLC v. Becton Dickinson & Co.*, 29 F.4th 337, 347 (7th Cir. 2022) (“antitrust conspiracy liability is joint and several.”); *Paper Sys. Inc. v. Nippon Paper Indus. Co., Ltd.*, 281 F.3d 629, 633 (7th Cir. 2002) (“If [the plaintiffs] can prove that there was indeed a conspiracy, they may collect damages not just firm-by-firm according to the quantity each sold, but from all conspirators for all sales.”). And *third*, because all alleged co-conspirators are potentially liable to the *Tuccori* Plaintiffs and the Settlement Class members for the same claims and the same damages, joining the co-conspirators in a single action promotes efficiency and consistency for the benefit of the Settlement Class.

The opt-in procedure was successfully employed in *Burnett*, where it led to additional settlements with more than two dozen opt-in settlors. The Court-approved opt-in mechanism in this case has proven successful here as well, leading to settlements with 16 other alleged co-conspirators and substantial additional compensation for the Settlement Class.

D. Appointment Of The Special Master.

In its Preliminary Approval Order, the Court appointed Judge Holderman as the Special Master for Mediation. (Dkt. 65 ¶ 15). Judge Holderman’s responsibilities included conducting, supervising, and overseeing mediations with non-parties who elected to attend a mediation with the Special Master in an effort to become an Opt-In Settlor, either personally or through others working under his supervision. (*Id.*). Judge Holderman followed the Court’s Order in effectuating the opt-in process, including mediating settlements with Opt-In Settlers that have committed to make substantial contributions to the Global Settlement Fund for the benefit of the Settlement Class. (Holderman Decl. ¶¶ 4, 9). While this work is now complete, Judge Holderman has offered

to remain available to the Parties and the Court should they require his assistance. (*Id.* ¶ 13); *Manual for Complex Litigation (Fourth)* § 21.632 (“the judge can have a court-appointed expert or special master review the proposed settlement terms, gather information necessary to understand how those terms affect the absent class members, and assist the judge in determining whether the fairness, reasonableness, and adequacy requirements for approval are met.”).

E. Releases.

The release terms in the Opt-In Agreements presented for approval mirror those that the Court has already preliminarily approved. (*Compare* Dkt. 58-1 ¶¶ 29-31 *with* Ex. 1 to Geske Decl. ¶¶ 24-26). The release provision in NAR’s Opt-In Agreement, however, is modified to reflect its status as a trade association comprised of individual members, brokers, local associations, and REALTOR® boards.¹¹ Consistent with the NAR’s settlement agreement in *Burnett*, and as more fully set forth in NAR’s Opt-In Agreement, the NAR’s release provision encompasses the NAR and its affiliates as well as the following entities provided they meet certain conditions, including that they agree to abide by the practice changes set forth in the NAR’s Opt-In Agreement: (i) NAR Members, Associate Members, and Member Boards that do not operate an unincorporated Multiple Listing Service (“MLS”); (ii) Realtor MLSs and non-Realtor MLSs, as described in the Opt-In Agreement; and (iii) real estate brokerages that have a REALTOR® as a Principal with membership in the NAR on the date of Class Notice and a Principal who was a Participant in any MLS during the Class Period. (Ex. 4 to Geske Decl. ¶ 8).

¹¹ “NAR is a membership organization whose membership dues are paying for the Settlement, at least in part. The record supports that NAR would not have settled if the release did not include, at a minimum, its small agent and broker members—and certainly would not have settled for the amount it did[.]” (*Burnett* Final Approval Order at 45).

The NAR’s *Burnett* settlement expressly excluded any real estate brokerages that had more than \$2 billion in annual transaction volume. (*See Burnett* Final Approval Order at 45). This “cut-off” reflected the parties’ estimate of the minimum size a brokerage would likely need to be in order to have sufficient resources to contribute toward a settlement or litigated judgment. (*Id.*) (“this Court doubts whether it would be feasible or cost effective for the Class to bring expensive antitrust litigation to recover funds from thousands of small brokerages that could not afford to pay significant amounts.”).

Plaintiffs’ Opt-In Agreement with the NAR contains a similar exclusion that carves out any “entities that have 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” the date the NAR publicly announced its settlement, including “the defendants that are or were named in the Litigation, Burnett, Gibson, Keel, Keel II, Hooper, or Lutz.” (Ex. 4 to Geske Decl. ¶ 8.vi.). This language is simply a different means of accomplishing the same goal as the exclusion in the NAR’s *Burnett* settlement: preserving potential claims against brokerages that are large enough to contribute to a settlement or otherwise be named in litigation in order to leave open the possibility of additional recoveries for the Class. Indeed, because nearly all of the pursuable brokerages have already reached settlements or been named as defendants in one of the home seller cases, the exclusion in the NAR’s Opt-In Agreement has the same practical effect as its exclusion in its *Burnett* settlement.

IV. DISCUSSION

A. Legal Standard At The Preliminary Approval Stage.

“At the preliminary approval stage, the Court’s task is to ‘determine whether the proposed settlement is within the range of possible approval.’” *Pickett v. Simos Insourcing Solutions, Corp.*,

249 F. Supp. 3d 897, 898 (N.D. Ill. 2017) (quoting *Armstrong v. Bd. of Sch. Dirs. of Milwaukee*, 616 F.2d 305, 314 (7th Cir. 1980)); see generally *Manual for Complex Litigation (Fourth)* § 21.632. The purpose of the preliminary approval inquiry is “to ascertain whether there is any reason to notify the class members of the proposed settlement and to proceed with a fairness hearing.” *Gautreaux v. Pierce*, 690 F.2d 616, 621 n.3 (7th Cir. 1982); see also *Kaufman v. Am. Express Travel Related Servs. Co., Inc.*, 264 F.R.D. 438, 447 (N.D. Ill. 2009).

To show that preliminary approval is justified, the parties must establish that “the court will likely be able to: (i) approve the proposal under Rule 23(e)(2); and (ii) certify the class for purposes of judgment on the proposal” at the time of final approval. Fed. R. Civ. P. 23(e)(1)(B); *Nistra v. Reliance Trust Co.*, No. 1:16-cv-04773, 2020 WL 13645290, at *1 (N.D. Ill. Mar. 12, 2020) (discussing the 2018 amendments to Federal Rule 23). Here, the Court has already preliminarily certified the Settlement Class for settlement purposes and found that it satisfies all prerequisites to certification listed in Federal Rules 23(a) and (b)(3). (Dkt. 65 ¶¶ 3-9); *In re Nat’l Collegiate Athletic Ass’n Student-Athlete Concussion Injury Litig.*, MDL No. 2492, 2016 WL 3854603, at *3 (N.D. Ill. July 15, 2016) (“Because the Court has already conducted an analysis with regard to certification of the settlement class . . . it will not repeat that here.”).

Accordingly, this Motion focuses on the requirements of Rule 23(e)(2), which directs courts to determine whether a settlement is “fair, reasonable, and adequate” based on consideration of whether: (A) the class representative and class counsel have adequately represented the class; (B) the settlement was negotiated at arm’s length; (C) the relief provided to the settlement class is adequate; and (D) the settlement treats settlement class members equitably relative to each other. Fed. R. Civ. P. 23(e)(2); *Nistra*, 2020 WL 13645290, at *1 (“although the factors cited in Rule 23(e)(2) ‘apply to final approval, the Court looks to them [at the time of preliminary approval] to

determine whether it will likely grant final approval based on the information currently before the Court”). The proposed Opt-In Settlements readily satisfy these requirements.

B. The Settlement Provides Excellent Relief To The Settlement Class Members.

Consideration of Rule 23(e)(2)(C)—the adequacy of 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 should attempt to assess the “net expected value of continued litigation to the class” by “estimat[ing] the range of possible outcomes and ascrib[ing] a probability to each point on the range.” *Id.* (citations omitted). 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.* (citations omitted). Importantly, “because ‘[t]he essence of settlement is compromise,’ courts should not reject a settlement ‘solely because it does not provide a complete victory to the plaintiffs.’” *In re AT&T Mobility Wireless Data Servs. Sales Litig.*, 270 F.R.D. 330, 347 (N.D. Ill. 2010) (quoting *Isby v. Bayh*, 75 F.3d 1191, 1200 (7th Cir. 1996)).

Here, the most helpful and appropriate starting point 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.”). This is so for three reasons:

First, the *Burnett* and *Gibson* home seller cases involved the same antitrust conspiracy, the same defendants, and the same underlying factual allegations as this Litigation. (*Burnett* Final Approval Order at 69) (“the buyer claims arise from the same factual predicate as the seller claims. . . . All such claims arise from the same common nucleus of operative fact”). Although the home

seller litigation asserted claims on behalf of direct purchasers (home sellers), while this Litigation asserts claims by indirect purchasers (homebuyers), the home seller settlements also encompassed and resolved most homebuyer claims since the vast majority of those claims (nearly 80%) belong to people who sold homes. (*See id.* at 59-70); *see supra* n.7.

Second, most of the home seller settlements were reached only after a trial and a verdict in favor of the plaintiffs. As such, the portion of those settlements attributable to homebuyer claims reflects the *most* that Plaintiffs and the Settlement Class Members could realistically hope to receive if this Litigation continued and they prevailed at trial. The direct purchaser settlements therefore aid the Court and the Parties in approximating the *maximum* potential value of Plaintiffs and Settlement Class Members' claims here.

Third, the *Burnett* and *Gibson* home seller settlements have already been approved as fair, reasonable, and adequate by a court that is extremely familiar with the underlying facts and claims, having presided over the trial in *Burnett*. In approving the settlements, the *Burnett* court expressly considered whether the settlements provided adequate relief for the homebuyer claims included in those settlements and found that they did. (*Burnett* Final Approval Order at 59-70). Accordingly, the *Burnett* court's findings serve as highly persuasive authority.

Against this backdrop, it is important to bear in mind that the direct purchaser settlements included, and thus released, 100% of home seller claims and nearly 80% of all homebuyer claims against the settling defendants. *See supra* n.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 arising out of their participation in the antitrust conspiracy at issue. Put differently, the direct purchaser settlements included between eight and ten times the number of claims asserted in this Litigation on a per transaction basis. One would therefore expect the settlements in this case to be—at *most*—

between 1/10 (10%) and 1/8 (12.5%) of the direct purchaser settlements before accounting for any other factors.

The settlements here exceed these guideposts, demonstrating that they are an excellent outcome for the Settlement Class. As stated above, the total monetary contributions from the Settling Defendants and Opt-In Settlers is \$120,334,500. The total amount these entities committed to pay in their direct purchaser settlements (where applicable) is \$957,023,154.¹² The settlements here are thus equal to 12.57% ($120,334,500/957,023,154$) of the direct purchaser settlements. Accordingly, the Settlement delivers immediate monetary relief commensurate with what the Settlement Class Members could realistically hope to achieve after a complete victory at trial with basically no discounts for the merits of their indirect purchaser claims, litigation risks, and the early procedural posture of the Litigation. *Isby*, 75 F.3d at 1199 (affirming approval of class settlement that “represented an outcome at least comparable, if not far superior, to that which plaintiffs might achieve by proceeding to trial.”). The Settlement’s relief is therefore highly reasonable and more than adequate.

Beyond the adequacy of the relief itself, Rule 23(e)(2)(C) also includes four express considerations to take into account: (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

¹² See generally *Burnett*, ECF No. 1192 (\$83.5m settlement with Anywhere); *Burnett*, ECF No. 1458 (\$418m settlement with the NAR); *Burnett*, ECF No. 1518 (\$250m settlement with HomeServices entities); *Burnett*, ECF No. 1538 (\$2.95m settlement with Fathom Realty, \$6.923m settlement with Shorewest Realtors, \$350,000 settlement with Silvercreek Realty, \$2m settlement with Vanguard, and \$3.75m settlement with The Agency); *Gibson*, ECF No. 161 (\$57.5m settlement with Compass, \$9.25m settlement with Real Brokerage, \$5m settlement with Realty ONE, \$6.5m settlement with @properties, and up to \$17.75m from Douglas Elliman); *Gibson*, ECF No. 294 (\$6.9m settlement with Engel & Volkers); *Gibson*, ECF No. 303 (\$3.75m settlement with United Real Estate and \$4.7m settlement with HomeSmart); *Gibson*, ECF No. 531 (\$600,000 settlement NextHome and \$2.4m with Keyes Company and Illustrated Properties); *Gibson*, ECF No. 655 (\$1.5m settlement with Real Estate One and \$2.2m settlement with Baird & Warner); *Gibson*, ECF No. 808 (\$32m settlement with Hanna Holdings); *Keel*, ECF No. 2 (\$5.5m settlement with Side); *Hooper* Final Approval Order at 10 (\$34m settlement with eXp Realty).

processing class-member 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 Settlement's monetary relief is 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 this Settlement secures 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.").

For instance, homebuyers face risks unique to their status as indirect purchasers that the home sellers did not have to contend with. Specifically, indirect purchasers cannot seek damages under the Sherman Act, so they generally may only seek damages for antitrust violations under state laws. *See generally Ill. Brick Co. v. Ill.*, 431 U.S. 720, 729 (1977). Variations in state laws could pose a serious impediment to certification of a nationwide class. Further, proving up the Settlement Class Members' damages would pose challenges because homebuyers must show that the allegedly elevated buyer-broker commissions were passed on to them through the increased prices of the homes they bought. *See Kansas v. UtiliCorp United, Inc.*, 497 U.S. 199, 206-07 (1990) (because "a wide range of considerations may influence a company's pricing decisions, . . .

establishing the amount of an overcharge shifted to indirect purchasers ‘would normally prove insurmountable.’”); *In re Fico Antitrust Litig. Related Cases*, No. 1:20-CV-02114, 2023 WL 6388247, at *9 (N.D. Ill. Sept. 28, 2023) (“Allowing indirect purchasers to claim antitrust damages . . . would threaten to mire antitrust litigation in nigh-impossible valuations of the damages allegedly suffered by each indirect purchaser.”). Establishing a passthrough theory would require significant expert discovery and lengthy *Daubert* motion practice, driving up both the costs and risk to the Settlement Class.

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 one 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. According to data from the NAR, home sales reached a nearly 30-year low in 2023, representing an 18.7% decline from 2022 after sales of homes declined by 18% in 2022.¹³ 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. The expense and burden of protracted litigation would consume finite resources that can instead be made available to the Class Members now through this Settlement. The Settlement captures these available assets while still allowing the Settling Defendants and Opt-In Settlers to continue operations.

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).

Moreover, it is far from certain that Plaintiffs would prevail on the merits of their claims. Plaintiffs acknowledge that the Defendants have firmly denied that they participated in an anticompetitive conspiracy and presented other challenges to Plaintiffs in proceeding with their claims. Further, in resolving motions to dismiss in the *Zawislak* action, this Court dismissed the Plaintiffs' claims without prejudice and with leave to replead. While Plaintiffs believe that this dismissal was the result of curable pleading errors, they acknowledge that the Defendants intended to raise other defenses if this Litigation were to proceed further. These defenses, if successful, could result in Plaintiffs and the proposed Class Members receiving materially less in compensation, or potentially no recovery whatsoever.

Even if Plaintiffs were to prevail on the merits, they would also need to succeed in obtaining class certification, which would be highly contested. The prospect of adversarial class certification presents serious risks on its own. *See* Fed. R. Civ. P. 23(e)(2), 2018 Committee Notes (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-GPC-KSC, 2020 WL 2467060, at *6 (S.D. Cal. May 13, 2020) (“Proceeding in this litigation in the absence of settlement poses various risks such as failing to certify a class.”).

In sum, “any relief to class members would still be far down the road and may ultimately be entirely denied.” *Charvat v. Valente*, 12-CV-05746, 2019 WL 5576932, at *7 (N.D. Ill. Oct. 28, 2019). In contrast, “[a]pproving the proposed settlement agreement will end the case and cause benefits to flow in short order.” *Id.*; *see also 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.”). The Settlement provides meaningful relief to the Settlement Class, avoiding potentially years of

complex litigation and appeals with a risk of no recovery whatsoever.

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

The Opt-In Agreements do not modify the claims process nor the means of distributing relief to the Settlement Class Members. (*See also* Supplemental Declaration of Cameron R. Azari, Esq. Regarding Notice Plan, attached hereto as Exhibit C) (discussing the addition of the Opt-In Settlers to the proposed notice plan). Accordingly, the Opt-In Agreements do not create any concerns as to the method of notifying the Settlement Class or distributing relief.

iii. The Opt-In Agreements do not introduce any concerns regarding Class Counsel’s fee award.

Although a court’s evaluation of the adequacy of relief under Rule 23(e)(2)(C) is separate from its determination as to attorneys’ fees, courts still check for issues concerning “the terms of any proposed award of attorney’s fees, including timing of payment” in deciding whether to grant approval. Fed. R. Civ. P. 23(e)(2)(C)(iii). *T.K.*, 2022 WL 888943, at *15 (“Most importantly, with respect to the Court’s consideration of the Settlement’s fairness, the approval of attorneys’ fees remains entirely separate from approval of the Settlement.”).

In Plaintiffs’ original preliminary approval motion, they explained that the Settlement Agreement does not raise any red flags as to Class Counsel’s fee award. The Settlement does 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, so the Settling Parties and the Class Members are free to contest the amount of any fees requested. The Opt-In Agreements do not change this.

Under the terms of the Court’s original Preliminary Approval Order, Plaintiffs are directed to file any “motion seeking an award of attorneys’ fees plus reimbursable costs and litigations

expenses, as well as service awards for the Class Representatives, within 30 days after the commencement of notice and shall post such motion on the Settlement Website.” (Dkt. 65 ¶ 21). Accordingly, if the Settlement proceeds to final approval, the Settlement Class Members will have an opportunity to review and object to Class Counsel’s requested fee award well in advance of final approval and be heard as to the requested awards. There are thus no red flags about an award of attorneys’ fees for Class Counsel here.

iv. There are no side agreements to be identified.

Federal Rule 23(e)(2)(C)(iv) directs courts to take into account “any agreement made in connection with the [proposed settlement].” *See also* Fed. R. Civ. P. 23(e)(3). As before, there are no Agreements to be identified; all terms and agreements affecting Settlement Class Members are contained within the Settlement Agreement and the Opt-In Agreements.

C. 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). “[A]dequacy of representation is composed of two parts: ‘the adequacy of the named plaintiff’s counsel, and the adequacy of representation provided in protecting the different, separate, and distinct interest’ of the class members.” *Retired Chi. Police Ass’n v. City of Chi.*, 7 F.3d 584, 598 (7th Cir. 1993). This factor is satisfied where the named plaintiff “participated in the case diligently . . . [a]nd class counsel fought hard throughout the litigation,” *Snyder v. Ocwen Loan Servicing, LLC*, No. 14 C 8461, 2019 WL 2103379, at *4 (N.D. Ill. May 14, 2019), and where “Class Counsel had ‘an adequate information base’ while negotiating for the settlement,” *T.K.*, 2022 WL 888943, at *11 (quoting 2018 Committee Notes).

Here, the excellent settlements and Class Counsel’s capable prosecution of the Litigation

demonstrate that this factor is satisfied. Class Counsel investigated Plaintiffs’ and the Class Members’ claims, pursued multiple separate cases simultaneously against well-defended companies, opposed attempts to dismiss the Litigation in the *Zawislak*, *Tuccori*, and *Cwynar* actions, “and pursued mediation when it appeared to be an advisable and feasible alternative.” *Snyder*, 2019 WL 2103379, at *4. Class Counsel also engaged in months of complex negotiations and conducted more than 20 separate mediation sessions. As part of this process, Class Counsel prepared and reviewed numerous mediation statements, issued subpoenas and obtained confirmatory discovery, and researched each brokerage’s transaction volume and relative position in the industry, gaining “an adequate information base” on which to negotiate. *T.K.*, 2022 WL 888943, at *11; *see also 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) (noting that 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”).¹⁴

The results achieved follow from this diligence and preparation, demonstrating that the proposed Settlement Class was adequately represented. As explained above, the settlements that Class Counsel have achieved are an excellent result and recover basically the full value of what the Class Members could have hoped to achieve after further litigation. *See supra* § IV.B. Indeed, Class Counsel obtained outstanding settlements here when counsel in other concurrent homebuyer cases could not.

Plaintiffs also participated in this Litigation, including by helping with the investigation of

¹⁴ Although formal discovery was stayed in *Tuccori*, that does not preclude a finding of adequacy due to the significant informal and third-party discovery that occurred. (*See Hooper* Final Approval Order at 48) (“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.”).

their claims, providing records about their respective home transactions, assisting in the preparation of the initial complaints before filing, becoming familiar with the Litigation generally, and reviewing and approving the Settlement Agreement before signing it. Plaintiffs also stood ready to participate in discovery had this Litigation not settled. In other words, Plaintiffs have and will continue to adequately represent the Settlement Class they seek to represent.

D. The Opt-In Agreements Are The Product Of Arm’s-Length Negotiations.

The second Rule 23(e)(2) factor—whether the settlement was negotiated at arm’s length—addresses a “procedural” concern. Fed. R. Civ. P. 23(e)(2)(B); 2018 Committee Notes to Paragraphs (e)(2)(B) and (A). This factor focuses on “[t]he conduct of the negotiations” to ensure they “were conducted in a manner that would protect and further the class interests.” 2018 Committee Notes to Paragraphs (e)(2)(B) and (A). In this context, “[t]he best evidence of a truly adversarial bargaining process is the presence of a neutral third-party mediator.” *T.K.*, 2022 WL 888943, at *11 (internal quotations omitted); 2018 Committee Notes to Paragraphs (e)(2)(B) and (A) (“the involvement of a neutral or court-affiliated mediator or facilitator in th[e] negotiations may bear on whether they were conducted in a manner that would protect and further the class interests.”).

Here, each proposed Opt-In Agreement is the product of arm’s-length negotiations, including seven separate mediations overseen by Judge Holderman. *See supra* § IV.B.; (Holderman Decl. ¶¶ 4, 9-12). Courts across the country have lauded Judge Holderman for his skill and experience as a mediator. *Ponzio v. Pinion*, 87 F.4th 487, 508 (11th Cir. 2023) (affirming approval of class settlement over objections where the settlement was “negotiated at an arm’s-length formal mediation conducted by a neutral, highly respected mediator, former United States District Judge James F. Holderman.” (cleaned up)). Each mediation was carried out pursuant to

Judge Holderman’s procedures and the terms of the Court’s Preliminary Approval Order. (Holderman Decl. ¶ 9). And during every mediation session, “each side and their [c]ounsel conducted their mediated settlement negotiations in an adversarial, arm’s length, and non-collusive manner[.]” *Ponzo*, 87 F.4th at 508 (“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)); (Holderman Decl. ¶ 10). There is no evidence whatsoever of collusion. (*See Hooper* Final Approval Order at 26-27) (“The fact that the entire mediation was conducted under the auspices of . . . a highly experienced mediator, lends further support to the absence of collusion.”).

The terms of the Opt-In Agreements further underscore the arm’s-length nature of the negotiations. The Opt-In Agreements, like the Settlement Agreement, do not contain any provisions that might suggest collusion. There are no terms that guarantee an amount of fees to Class Counsel, return unclaimed finds to the Opt-In Settlers, or any other provisions that would benefit Class Counsel at the Class Members’ expense. *See Snyder*, 2019 WL 2103379, at *4 (finding that a settlement was negotiated at arm’s length where “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”). In a similar vein, the Opt-In Agreements’ releases are not overbroad. They are similar, if not identical, to the release language in the original Settlement Agreement and the home seller settlements, and are tethered to the factual underpinnings of the Litigation. In other words, none of the Opt-In Settlers are getting more than what they’re paying for. Thus, each Opt-In Agreement is the product of arm’s-length negotiations.

E. The Settlement Treats All Settlement Class Members Equitably.

The final Rule 23(e)(2) factor asks whether the settlement “treats class members equitably relative to each other.” The Settlement Agreement plainly does, as do the various Opt-In Agreements. This Settlement involves only one Settlement Class, and the terms of the Settlement apply uniformly across the Settlement Class Members. Every Settlement Class Member will be eligible for monetary relief and entitled to submit a claim to receive a payment. The amount of each payment will be determined equitably and according to a formula for allocation developed with the assistance of a damages expert. The plan of allocation will ensure an equitable, *pro rata* distribution of funds amongst the Settlement Class based on the amount of commissions paid by each member of the Settlement Class. (Dkt. 98 at 4). And a neutral third-party, the Settlement Administrator, will be processing payments. No group or individual will be unfairly advantaged or disadvantaged. Accordingly, this factor also weighs in favor of granting preliminary approval.

F. The Limited Opposition To The Opt-In Settlements From *Batton* Counsel Is Unfounded.

Although not listed in Rule 23(e)(2), courts in the Seventh Circuit also consider “the amount of opposition to the settlement,” typically at the time of final approval. *T.K.*, 2022 WL 888943, at *16 (quoting *Wong v. Accretive Health, Inc.*, 773 F.3d 859, 863 (7th Cir. 2014)) (granting final approval over objections). Plaintiffs briefly address this factor now due to the repeated efforts by counsel in *Batton v. The Nat’l Ass’n of Realtors*, 21-cv-430 (N.D. Ill.) (“*Batton*”) to disrupt the Settlement.

The *Batton* Plaintiffs’ counsel have attempted to impede the settlements with certain Opt-In Settlers through a series of meritless and unnecessary motions, including a motion to intervene, a motion to reassign this case to another court, motions to enjoin some Opt-In Settlers from completing the Court-approved opt-in process, and a motion to stay the Settlement. Every single

one of these motions was denied. (*See, e.g.*, Dkt. Nos. 118, 162). The *Batton* Plaintiffs' motions primarily contend that the payments from certain Opt-In Settlers are too low. But as explained above and in prior filings, the *Tuccori* Plaintiffs' settlements with each Opt-In Settlor are exceptional. (Dkt. 150 at 6).

Moreover, in many instances the Opt-In Settlers' payments are *higher* as a percentage of their respective home seller settlements than the settlements with the initial Settling Defendants. The *Batton* Plaintiffs notably haven't challenged any of the settlements with the initial Settling Defendants nor argued that their payments are inadequate. This demonstrates that the *Batton* Plaintiffs' opposition to the Settlement isn't founded on any actual problems with the Settlement itself, but instead is motivated by the *Batton* Plaintiffs' counsel's own interest in attempting to seek attorneys' fees.¹⁵

Despite the strong relief provided by the *Tuccori* Plaintiffs' settlements, the *Batton* Plaintiffs baselessly assert that the settlements with Anywhere and certain other Opt-In Settlers were the product of a "reverse auction." They were not. The *Batton* Plaintiffs have not adduced any evidence whatsoever of collusion, and instead premise their reverse auction accusation on the fact that they sued some of the Opt-In Settlers in concurrent litigation. However, it is well-settled that the mere existence of parallel or competing litigation does not give rise to reverse auction concerns. *Rutter & Wilbanks Corp. v. Shell Oil Co.*, 314 F.3d 1180, 1189 (10th Cir. 2002) ("Absent some more concrete evidence of collusion than Objector's conclusory allegations and inferences, we decline to disturb the district court's conclusion that the settlement was not a collusive reverse auction."); *Negrete v. Allianz Life Ins. Co. of N. Am.*, 523 F.3d 1091, 1099-1100 (9th Cir. 2008)

¹⁵ Dkt 136 at 3 ("if it so happens that the settlement is preliminary approved, we would intend to make an application for fees and expenses . . . that was part of our basis for intervention, and it's still something we intend to present at the appropriate time.") (quoting Tr. of Mar. 4, 2026 H'ng at 28:15-23).

(reversing entry of injunction against settlement negotiations in other litigation where there was “no evidence of underhanded activity”). If that were true, it “would lead to the conclusion that no settlement could ever occur in the circumstances of parallel or multiple class actions—none of the competing cases could settle without being accused by another of participating in a ‘collusive reverse auction.’” *Rutter*, 314 F.3d at 1189.

As explained above, the *Tuccori* Plaintiffs reached the settlements with the Opt-In Settlers through the Court-approved opt-in procedures, and each settlement was the product of arm’s-lengths negotiations. *See Am. Int’l Grp.*, 2011 WL 3290302, at *3-4 (granting preliminary approval over opposition from objectors, finding that “the complex negotiations leading up to the proposed settlement agreement do not demonstrate collusion, a reverse auction, self-dealing, or any of the other faults that the Objectors assign to them”).

As this Court noted in denying the *Batton* Plaintiffs’ motion to stay the Settlement, the Northern District of Georgia recently rejected similar reverse auction accusations in another real estate broker antitrust settlement where the *Batton* Plaintiffs’ counsel “represented a nonparty objector.” (Dkt. 162 at 4 n.3) (citing *Hooper* Final Approval Order). There, the *Hooper* plaintiffs sought approval of settlements with several entities that were also named in the *Gibson* home seller action pending in the Western District of Missouri. (*Id.* at 3). Relevant here, the *Gibson* Plaintiffs objected to the *Hooper* Plaintiffs’ settlements and made reverse auction accusations similar to those that the *Batton* Plaintiffs have raised here.

At final approval, the *Hooper* court overruled the *Gibson* Plaintiffs’ reverse auction objection and found that, as here, “no evidence has been offered to show that [the settling defendants] ever revealed to Class Counsel the substance of its settlement discussions with the *Gibson* Plaintiffs.” (*Hooper* Final Approval Order at 44). The court further found that the *Hooper*

Plaintiffs' settlements were the result of arm's-length negotiations, including confirmatory discovery, and were mediated with highly reputable mediators. (*Id.* at 45). The same is true here. None of the Opt-In Settlers disclosed any information about prior settlement discussions with the *Batton* Plaintiffs (if they even took place at all). Moreover, all mediations with Opt-In Settlers were overseen by the Court-appointed Special Master for Mediation, Judge Holderman, who would not have allowed such discussions to occur.

The *Hooper* court further found that the monetary relief afforded by the settlements was fair, reasonable, and adequate, because it was on par with comparable settlements approved in the *Gibson* home seller action and "within the range of reasonableness and provide a significant financial recovery to the Settlement Class in light of the strengths and weaknesses of the case and the risks and costs of continued litigation," *Id.* at 28-29. Likewise, here, the *Tuccori* Plaintiffs' settlements with Opt-In Settlers are excellent in light of the home seller settlements.

In their filings, the *Batton* Plaintiffs cited a small handful of examples of cases where courts declined to approve a settlement due to a reverse auction. But those cases involve extreme facts that are nothing like the negotiations that occurred here. For instance, in *Tech. Training Assocs., Inc. v. Buccaneers Ltd. P'ship*, 874 F.3d 692 (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. *Id.* at 697. Nothing even close to that happened in this case. *Crawford v. Equifax Payment Servs., Inc.*, 201 F.3d 877, 880 (7th Cir. 2000), is also far afield. There, the parties reached a settlement under which the class received no money while the attorneys were still awarded fees. *Id.* at 880, 882. More egregiously, the class members did not receive personal notice nor were they allowed to opt out. Again, the settlement in *Crawford* bears no resemblance to the Settlement here.

Although the *Batton* Plaintiffs have not yet formally raised an objection under Rule 23(e), there is no merit whatsoever to their challenges to the Settlement. As explained above, the *Tuccori* Plaintiffs reached settlements with Opt-In Settlers through the Court-approved opt-in process, modeled off a similar procedure employed in *Burnett*. All negotiations were conducted at arm's length, and all mediations were overseen by highly experienced mediators, including the Court-appointed Special Master, Judge Holderman. The *Tuccori* Plaintiffs had ample information going into each negotiation, including the benefit of robust confirmatory discovery, and the result is a set of very strong settlements that are an excellent result for the class members when compared to other court-approved settlements in the real estate broker antitrust litigation. Accordingly, the settlements with the Opt-In Settlers should be preliminarily approved so that the Parties can proceed with effectuating notice of the favorable settlements to the Settlement Class.

V. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that the Court enter an order: 1) granting this Motion; 2) granting preliminary approval to the Opt-In Agreements with each Opt-In Settlor; 3) entering the proposed preliminary approval order being submitted herewith; and 4) granting such further and additional relief as the Court deems reasonable and just.

Dated: May 18, 2026

Respectfully Submitted,

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

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

Myles McGuire
Evan M. Meyers

Paul T. Geske
MCGUIRE LAW, P.C.
55 W. Wacker Drive, 9th Fl.
Chicago, IL 60601
Tel: (312) 893-7002
Fax: (312) 275-7895
mmcguire@mcgpc.com
emeyers@mcgpc.com
pgeske@mcgpc.com

Jonathan M. Jagher
Matthew W. Ruan
JUSTICE JAGHER LONDON
& MILLEN LLC
100 Tri-State International, Ste. 128
Lincolnshire, IL 60069
Tel: (224) 632-4500
jjagher@jjlmlaw.com
mruan@jjlmlaw.com

*Counsel for Plaintiffs and the Settlement
Class*

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that on May 18, 2026 I caused the foregoing *Plaintiffs' Second Unopposed Motion and Memorandum in Support of Preliminary Approval of Settlements With Brokerages Opting Into the Court Approved Class Settlement Agreement* 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 A

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, an Illinois Limited Liability Company, <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
)	

**SECOND SUPPLEMENTAL 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 am providing this Second Supplemental Declaration as part of my appointment by the Court as Special Master for Mediation for the preliminarily approved Class Action Settlement in the above-captioned matter. (Dkt. 65 at 6-7).
3. On October 16, 2025, the Court entered its Preliminary Approval Order granting preliminary approval to the Class Action Settlement between Plaintiffs and the Settling Defendants. (Dkt. 65). The Court’s Preliminary Approval Order appointed me as Special Master for Mediation and directed me to, among other things:
 - a. perform duties of conducting, supervising, and overseeing mediations with non-

parties who elect to use the Special Master for Mediation in an effort to become an Opt-In Settlor;

- b. carry out all duties personally or through others working under my supervision as Special Master for Mediation with reasonable diligence;
- c. exercise the authority to carry out the duties to facilitate mediations and settlements with non-parties, including the authority to require a non-party and/or its counsel to appear in person or remotely by videoconference for settlement conferences and mediations, but not have the authority to compel any entity to make or accept any specific offer of compromise;
- d. communicate with negotiating parties or the Court *ex parte* to the extent required, in the exercise of the Special Master for Mediation's individual judgment, to carry out his duties; and
- e. provide the Court reports upon the Court's request and subject to the Court's discretion.

(*Id.* at 6-7).

4. Pursuant to Paragraph 15 of the Court's Preliminary Approval Order, I oversaw mediation sessions with the following prospective Opt-In Settlers:

- Hanna Holdings, Inc. on March 13, 2026;
- Douglas Elliman Inc. on March 23, 2026;
- HomeSmart International, LLC on March 24, 2026;
- The National Association of Realtors® on March 27, 2026;
- HomeServices of America, Inc., BHH Affiliates, LLC, and HSF Affiliates LLC on March 30, 2026;

- Compass, Inc., with the assistance of former Magistrate Judge Michael T. Mason, conducted under my supervision, on April 9, 2026; and
- eXp World Holdings, Inc. on April 10, 2026.

5. Prior to each of these mediation sessions, I was aware of the existence of concurrent homebuyer antitrust cases against these entities, among other defendants, including the cases captioned *Batton, et al. v. The Nat'l Ass'n of Realtors, et al.*, 21-cv-430 (N.D. Ill.) (“*Batton I*”), *Batton et al. v. Compass, Inc. et al.*, No. 1:23-cv-15618 (N.D. Ill.), *Davis v. Hanna Holdings, Inc.*, 24-cv-02374 (E.D. Pa.), and *Lutz et al. v. HomeServices of America, Inc. et al.*, 24-cv-10040 (S.D. Fl.). I was also aware, prior to each of the above mediation sessions, of the existence of a class settlement reached in *Batton I* with Keller Williams Realty, LLC (“Keller Williams”) which was publicly-filed on February 2, 2026. I subsequently learned of another settlement in *Batton I* with RE/MAX, LLC (“RE/MAX”), which was publicly filed on March 25, 2026.

6. I did not advise Plaintiffs or any of the prospective Opt-In Settlers listed above to forgo their mediations due to either the existence of concurrent litigation or the settlements with Keller Williams and RE/MAX.

7. I understand that Plaintiffs have executed an Opt-In Agreement with each of the above prospective Opt-In Settlers, which have been submitted to the Court for approval.

8. Plaintiffs, the prospective Opt-In Settlers, and their counsel each signed confidentiality agreements that prevent the disclosure of confidential information exchanged in connection with the mediation process. However, without violating those confidentiality agreements, I can provide the following information.

9. Each of the mediation sessions between Plaintiffs and the prospective Opt-In

Settlors was conducted at arms-length according to my mediation procedures, the Court-approved Class Settlement Agreement, and the Court's Preliminary Approval Order. At 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.

10. During the mediation sessions I conducted, I personally witnessed through my involvement that each party's counsel at all times conducted their mediated settlement negotiations in an adversarial, arm's-length, and good faith manner. At no time during the mediation sessions (or after) did I believe that any party or their counsel was insufficiently prepared for the mediation, or that any party was negotiating from a position of inordinate strength or weakness.

11. The negotiations were hard-fought, and in some instances the negotiating parties did not reach an agreement in principle at the conclusion of their mediation session. In those instances, the negotiating parties' discussions extended after their mediation session, and I continued to remain involved as a mediator to facilitate the negotiations.

12. I will not express my opinion on the fairness of the settlements reached with the prospective Opt-In Settlers, because I believe that to be a determination solely within the province of the Court. However, I can confidently express my view that the mediation process was robust and adversarial, and that the settlements are the product of skilled and ethical attorneys zealously advocating for the interests of their respective clients.

13. I understand that the Settlement's Opt-In Period closed on April 13, 2026. Although my primary responsibilities as the Special Master for Mediation have concluded, I will remain available to the Court and the Settling Parties should they require 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 5/15/2026 | 8:07 AM PDT in Chicago, Illinois.

Signed by:

Hon. James F. Holderman (Ret.)

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Judge James F. Holderman (Ret.)

Exhibit B

Settlement Agreement being filed herewith.

4. On October 16, 2025, the Court entered its Preliminary Approval Order granting preliminary approval to the Class Settlement Agreement¹ with the Settling Defendants. (Dkt. 65).

5. The Court-approved Settlement includes a mechanism by which “The National Association of REALTORS®, and any real estate brokerage, franchisor, or real estate company that is not a Party to th[e] Settlement Agreement” can 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).

6. As part of the Court-approved opt-in procedure, the Court appointed Judge James F. Holderman (Ret.) of JAMS Chicago 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).

7. 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).

8. On February 23, 2026, Plaintiffs filed their Unopposed Motion and Memorandum for Preliminary Approval of Settlements with Brokerages Opting Into the Court Approved Class Settlement Agreement, in which they sought approval of Opt-In Agreements with five prospective Opt-In Settlers that agreed to contribute a total of \$10,787,500 to the Settlement’s Global Settlement Fund. (Dkt. 98). The Court granted that Motion on March 4, 2026. (Dkt. 119).

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).

9. In accordance with the Settlement Agreement and the Court's Preliminary Approval Order, Class Counsel attended mediation sessions with a number of additional prospective Opt-In Settlers, including:

- With Hanna Holdings, Inc. conducted by Judge Holderman on March 13, 2026;
- With Douglas Elliman Inc. conducted by Judge Holderman on March 23, 2026;
- With HomeSmart International, LLC conducted by Judge Holderman on March 24, 2026;
- With The National Association of Realtors® conducted by Judge Holderman on March 27, 2026;
- With HomeServices of America, Inc., BHH Affiliates, LLC, and HSF Affiliates LLC conducted by Judge Holderman on March 30, 2026;
- With Compass, Inc. before former Magistrate Judge Michael T. Mason (Ret.), conducted under Judge Holderman's supervision, on April 9, 2026; and
- With eXp World Holdings, Inc. conducted by Judge Holderman on April 10, 2026.

10. 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 mediation session. Even where the negotiating parties did reach an agreement in principle at the mediation, negotiations continued over the specific terms and contours of each opt-in agreement.

11. Additionally, Class Counsel engaged in arm's-length negotiations with counsel for the following prospective 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.

12. The mediation sessions and direct negotiations outlined above culminated in the execution of an Opt-In Agreement with each prospective Opt-In Settlor, which are being submitted to the Court for approval.

13. Attached hereto as Exhibit 1 is the executed Opt-In Agreement with Hanna Holdings, Inc.

14. Attached hereto as Exhibit 2 is the executed Opt-In Agreement with Douglas Elliman Inc.

15. Attached hereto as Exhibit 3 is the executed Opt-In Agreement with HomeSmart International, LLC.

16. Attached hereto as Exhibit 4 is the executed Opt-In Agreement with The National Association of Realtors®.

17. Attached hereto as Exhibit 5 is the executed Opt-In Agreement with HomeServices of America, Inc., BHH Affiliates, LLC, and HSF Affiliates LLC.

18. Attached hereto as Exhibit 6 is the executed Opt-In Agreement with Compass, Inc.

19. Attached hereto as Exhibit 7 is the executed Opt-In Agreement with eXp World Holdings, Inc.

20. Attached hereto as Exhibit 8 is the executed Opt-In Agreement with Fathom Realty, LLC.

21. Attached hereto as Exhibit 9 is the executed Opt-In Agreement with Realty ONE Group Inc. and Kempa and Associates LLC d/b/a Realty ONE Group Excel.

22. Attached hereto as Exhibit 10 is the executed Opt-In Agreement with Umro Realty Corp d/b/a The Agency.

23. Attached hereto as Exhibit 11 is the executed Opt-In Agreement with United Real Estate Holdings, LLC d/b/a United Real Estate Group.

24. The Opt-In Period concluded on April 13, 2026 (Dkt. 62), and the Settlement's opt-in procedure has succeeded in growing the Global Settlement Fund and delivering significant value to the Settlement Class Members, who will all receive greater compensation by virtue of the contributions of the prospective Opt-In Settlers.

25. Pursuant to the above Opt-In Agreements, this group of prospective Opt-In Settlers have committed to pay a total of \$106,345,000 into the Settlement's Global Settlement Fund following approval. These Opt-In Settlers' contributions, together with the \$13,989,500 in payments from the initial Settling Defendants and the other Opt-In Settlers, will bring the total of all monetary relief provided under the Settlement to \$120,334,500.

26. Based on Class Counsel's investigation of the potential claims against each Opt-In Settlor, together with years of experience prosecuting other class action litigation in courts nationwide, I believe that the above Opt-In Agreements are in the best interests of the Plaintiffs and the other Settlement Class Members. In particular, I, along with the other attorneys serving as Class Counsel, have concluded that the relief provided under each Opt-In Settlor's Opt-In Agreement is fair, reasonable, and adequate in light of the risks of further litigation.

27. While I believe that the Plaintiffs' and the Settlement Class Members' claims against each potential Opt-In Settlor have merit, I recognize the substantial risks that litigation

imposes on the Plaintiffs and the Settlement Class Members, particularly in light of the complexity of this litigation, the numerous parties involved, the uncertainty inherent in litigation, and the adverse financial conditions impacting the real estate broker industry, including the potential Opt-In Settlers. Further, given that the potential Opt-In Settlers have denied the existence of an unlawful conspiracy and demonstrated a willingness to vigorously defend the claims against them, the Opt-In Agreements reached here represent an excellent result for the Settlement Class Members.

28. Class Counsel have diligently prosecuted the Settlement Class Members' claims and dedicated substantial time and resources to this Litigation. We will continue to dedicate the time and resources necessary to effectuate the Settlement and to advocate on behalf of the Settlement Class Members through final approval.

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

Executed on May 18, 2026 in Chicago, Illinois.

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

Exhibit 1

according to the terms set forth below is fair, reasonable, and adequate and in the best interest of Plaintiffs and the other Settlement Class Members;

WHEREAS, Opt-In Settlor denies Plaintiffs' allegations and any charges of wrongdoing or liability of any kind but nevertheless has decided to enter into this Opt-In Agreement to avoid the expense, inconvenience, and the distraction of burdensome and protracted litigation, to obtain the nationwide releases, orders, and judgment contemplated by the Class Settlement Agreement and this Opt-In Agreement, and to put to rest with finality all claims and allegations that Plaintiffs and Settlement Class Members have or could have asserted against Opt-In Settlor; and

WHEREAS, Opt-In Settlor has agreed, in addition to providing the monetary compensation set forth below, to implement certain practice changes, each as set forth in this Opt-In Agreement.

NOW, THEREFORE, in consideration of the agreements and releases set forth herein and other good and valuable consideration, and intending to be legally bound, it is agreed by and between Plaintiffs, individually and on behalf of the Settlement Class, and Opt-In Settlor that certain actual or potential claims be settled, compromised, and dismissed with prejudice as to Opt-In Settlor and, except as hereinafter provided, without costs as to Plaintiffs, the Settlement Class, or Opt-In Settlor, subject to the approval of the Court, on the following terms and conditions:

B. Definitions

Plaintiffs and Opt-In Settlor agree that the capitalized terms used in this Opt-In Agreement shall be defined and interpreted in accordance with the definitions set forth in the Class Settlement Agreement unless otherwise specified herein. The following terms, as used in this Opt-In Agreement only, have the following meanings:

1. "Class Period" with respect to Opt-In Settlor means:
 - i. From January 25, 2006 to date of Class Notice for homes in Puerto Rico;

- ii. From January 25, 2011 to date of Class Notice for homes in Rhode Island and Louisiana;
- iii. From January 25, 2013 to date of Class Notice for homes in Wyoming;
- iv. 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;
- v. From January 25, 2016 to date of Class Notice for homes in Arkansas, Kentucky, Illinois, Iowa, Missouri, Utah, and West Virginia;
- vi. 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;
- vii. 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
- viii. From January 25, 2019 to date of Class Notice for homes in Texas and for all other homes across the United States.

2. “Effective” means that all conditions set forth below in the definition of “Effective Date” have occurred.

3. “Effective Date” means the date when both of the following conditions have occurred: (a) the Court has entered a final judgment and order approving the Class Settlement Agreement and this Opt-In Agreement under Rule 23(e) of the Federal Rules of Civil Procedure and dismissing the Litigation with prejudice; and (b) the time for appeal or to seek permission to

appeal from the Court's approval of the Class Settlement Agreement and this Opt-In Agreement and the entry of a final judgment has expired or, if appealed, approval of the Class Settlement Agreement and this Opt-In Agreement and the final judgment have been affirmed in their entirety by the court of last resort to which such appeal has been taken and such affirmance is no longer subject to further appeal or review. It is agreed that neither the provisions of Federal Rule of Civil Procedure 60 nor the All Writs Act, 28 U.S.C. § 1651, shall be considered in determining the above-stated times.

4. "Released Claims" means 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 or against Opt-In Settlor in *Davis v. Hanna Holdings*, 2:24-cv-02374 (E.D. Pa.) 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.

5. "Released Parties" means Opt-In Settlor and all of its respective past, present, and future direct and indirect corporate parents (including holding companies), individual owners, 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, franchisors, sub-franchisors, licensees, officers, directors, managing directors, shareholders, members, managers, employees, agents, brokers, 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. This Opt-In Agreement shall not result in the release of any claims against any other party or non-party not specifically listed herein.

6. "Releasing Parties" means Plaintiffs and any Settlement Class Members, including any of their immediate family members, heirs, representatives, administrators, executors, devisees, legatees, and estates, acting in their capacity as such; and for entities including any of their past, present or future officers, directors, members, shareholders, managers, insurers, general or limited partners, divisions, stockholders, agents, attorneys, employees, legal representatives, trustees, parents, associates, affiliates, joint ventures, subsidiaries, heirs, executors, administrators, predecessors, successors and assigns, acting in their capacity as such solely with respect to the claims based on or derived from claims of the Plaintiffs or the Settlement Class Members.

7. "Settlement" means the settlement of the Released Claims against Opt-In Settlor as contemplated by the Class Settlement Agreement and this Opt-In Agreement.

8. "Settlement Class" means the class of persons that will be certified by the Court for Settlement purposes defined in Paragraph 15 of the Class Settlement Agreement. The Settlement Class shall not include individuals who have separately released the Released Claims against Opt-In Settlor in a court approved class settlement in Burnett, Gibson or Keel, but only as to Opt-In Settlor. For the avoidance of doubt, Plaintiffs and Hanna Holdings intend this Settlement Agreement to provide for and the Settlement Class definition to encompass a nationwide class with a nationwide settlement and release, including, but not limited to, transactions associated with the West Penn Multi-List, Inc. and the Central New York Information Service. Such release is intended to apply to all related cases in which a Hanna Holdings entity is a party defendant or may

be a party defendant, including but not limited to *Davis v. Hanna Holdings*, 2:24-cv-02374 (E.D. Pa.).

9. “Opt-In Settlor Monetary Amount” shall be \$8,250,000.00.

C. Operation of the Settlement

10. Plaintiffs and Opt-In Settlor agree that Opt-In Settlor has delivered to Settlement Class Counsel within 180 days after the entry of an order granting preliminary approval to the Class Settlement Agreement an executed version of this Opt-In Agreement (as modified herein), in which Opt-in Settlor has selected “Option 1” as defined in Section G of the Class Settlement Agreement.

11. As a condition for being a Released Party, Opt-In Settlor agrees to be bound by this Opt-In Agreement, including the practice changes reflected in Section G of this Opt-In Agreement.

D. Stipulation to Class Certification

12. Plaintiffs and Opt-In Settlor hereby stipulate, for purposes of the Settlement only, that the requirements of Federal Rules of Civil Procedure 23(a), 23(b)(2), and 23(b)(3) are satisfied and, subject to Court approval, the Settlement Class shall be certified for settlement purposes. The Plaintiffs and Opt-In Settlor further stipulate that if, for any reason, the Settlement is rescinded, then the Plaintiffs’ and Opt-In Settlor’s stipulation to class certification as part of the Settlement shall become null and void.

13. The Class Settlement Agreement, this Opt-In Agreement, and any statement, transaction, or proceeding in connection with the negotiation, execution, or implementation of the Opt-In Agreement, shall not be construed as or deemed to be evidence of an admission or concession by Opt-In Settlor that a class should be or should have been certified for any purposes

other than for purposes of the Settlement, and none of them shall be admissible in evidence for any such purpose in any proceeding.

14. Opt-In Settlor reserves all of its legal rights and defenses with respect to any claims brought by individuals who timely and validly request to be excluded from the Settlement Class.

E. Approval of this Opt-In Agreement

15. The Plaintiffs and Opt-In Settlor agree to make reasonable best efforts to effectuate this Opt-In Agreement in conjunction with the Settlement, including, but not limited to, seeking the Court's approval of procedures (including the giving of class notice under Federal Rules of Civil Procedure 23(c) and (e)) to secure the complete and final dismissal with prejudice of the Litigation as against the Opt-In Settlor.

16. As set forth in Paragraph 40 of the Class Settlement Agreement, no later than 35 days after the end of the Opt-In Period, Plaintiffs will submit to the Court a motion requesting that the Court preliminarily approve this Opt-In Agreement. The motion shall be accompanied by a proposed amended complaint adding Opt-In Settlor as a defendant in the Litigation. The motion shall include a proposed form of order preliminarily approving the Opt-In Agreement and enjoining Releasing Parties from prosecuting any Released Claims in any forum until the Effective Date of the Settlement. Unless agreed otherwise, Opt-In Settlor shall not have an opportunity to review and comment on the preliminary approval motion.

17. To the extent the Court finds that this Opt-In Agreement does not meet the standard for preliminary approval, Plaintiffs and Opt-In Settlor will negotiate in good faith to attempt to modify the Opt-In Agreement to be resubmitted for approval, either directly or with the option of seeking assistance of the Special Master for Mediation, and will endeavor to resolve any issues to the satisfaction of the Court.

18. Plaintiffs and Opt-In Settlor agree to the use of the Settlement Administrator to administer the Settlement's notice and claims process. Subject to approval by the Court, the Settlement Administrator will undertake a method of providing notice to the Settlement Class Members of this Opt-In Agreement in conjunction with notice and claims administration of the Class Settlement Agreement that meets the requirements of due process and Federal Rule of Civil Procedure 23 and is substantially similar to the forms of notice provided under the Class Settlement Agreement. Settlement Class Members who file a claim to receive compensation from the Class Settlement Agreement will be deemed to also make a claim for compensation under this Opt-In Agreement unless they affirmatively state they are not claiming relief under this Opt-In Agreement.

19. To mitigate the costs of notice, Plaintiffs shall endeavor to disseminate a combined notice to the Settlement Class of the Class Settlement Agreement and this Opt-In Agreement along with any other settlements with other opt-in settlors that have been or are reached by the end of the Opt-In Period. The Notice Motion and the Notice Form shall be governed by Sections J, K, and L of the Class Settlement Agreement.

20. Opt-In Settlor agrees to cooperate with Settlement Class Counsel and the Settlement Administrator by providing contact information for Settlement Class Members, to the extent that such information is reasonably accessible, within 30 days after Settlement Class Counsel files the Notice Motion.

21. Within ten (10) calendar days after the filing with the Court of this Opt-In Agreement and the accompanying motion papers seeking its preliminary approval, the Settlement Administrator shall, at Opt-In Settlor's expense, cause notice of this Opt-In Agreement to be

served upon appropriate State and Federal officials as provided in the Class Action Fairness Act, 28 U.S.C. § 1715.

22. In connection with the filing of a motion seeking final approval of the Settlement, Plaintiffs shall timely seek entry of a final judgment and order as to Opt-In Settlor, the terms of which will include, at a minimum, the substance of the following provisions:

- a. certifying the Settlement Class, pursuant to Rule 23 of the Federal Rules of Civil Procedure, solely for purposes of the Settlement;
- b. approving finally the Class Settlement Agreement and Opt-In Agreement and their terms as being a fair, reasonable and adequate settlement as to the Settlement Class Members within the meaning of Rule 23 of the Federal Rules of Civil Procedure and directing its consummation according to its terms;
- c. directing that, as to Opt-In Settlor only, the Litigation be dismissed with prejudice and, except as provided for herein, without costs;
- d. reserving exclusive jurisdiction over the Settlement and this Opt-In Agreement, including the interpretation, administration, consummation, and enforcement of the Settlement, to the United State District Court for the Northern District of Illinois, Eastern Division; and,
- e. determining under Federal Rule of Civil Procedure 54(b) that there is no just reason for delay and directing that the judgment in the Litigation as to Opt-In Settlor shall be final.

23. As of the execution date of this Opt-In Agreement, Plaintiffs and Opt-In Settlor shall be bound by the terms of this Opt-In Agreement and the Opt-In Agreement shall not be

rescinded except in accordance with Section J. This Opt-In Agreement shall become Effective only after the occurrence of all conditions set forth above in the definition of the Effective Date.

F. Releases, Discharge, and Covenant Not to Sue

24. Upon the occurrence of the Effective Date, the Releasing Parties expressly and irrevocably waive, and fully, finally, and forever settle, discharge, and release the Released Parties from any and all manner of claims, demands, actions, suits, and causes of action, whether individual, class, representative, or otherwise in nature, for damages, restitution, disgorgement, interest, costs, expenses, attorneys' fees, fines, civil or other penalties, or other payment of money, or for injunctive, declaratory, or other equitable relief, whenever incurred, whether directly, indirectly, derivatively, or otherwise, whether known or unknown, suspected or unsuspected, in law or in equity, that any Releasing Party ever had, now has, or hereafter can, shall, or may have and that have accrued as of the date of Class Notice of the Settlement arising from or related to the Released Claims. The Released Claims include but are not limited to the antitrust and consumer protection claims brought in the Litigation, as well as any claims that share any or all of the same factual predicates as those claims, including but not limited to similar state and federal statutes and other law potentially applicable to such alleged conduct. In connection therewith, upon the Effective Date of Settlement, each of the Releasing Parties (a) shall forever be enjoined from prosecuting in any forum any Released Claims against any of the Released Parties that accrued from the beginning of time through the date of Class Notice; and (b) agrees and covenants not to sue any of the Released Parties with respect to any Released Claims. For avoidance of doubt, this release extends to, but only to, the fullest extent permitted by law.

25. The Releasing Parties hereby expressly waive and release, solely with respect to the Released Claims, upon this Agreement becoming Effective, any and all provisions, rights, and benefits conferred by Section 1542 of the California Civil Code, which states:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY;

or by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to Section 1542 of the California Civil Code, including but not limited to Section 20-7-11 of the South Dakota Codified Laws, which provides that “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR” or any law or principle of law of any jurisdiction that would limit or restrict the effect or scope of the provisions of the release set forth above, without regard to the subsequent discovery or existence of such other, different, or additional facts. Each Releasing Party may hereafter discover facts other than or different from those which he, she, or it knows or believes to be true with respect to the Released Claims, but each Releasing Party hereby expressly waives and fully, finally, and forever settles and releases, upon this Agreement becoming Effective, any known or unknown, suspected or unsuspected, contingent or non-contingent Released Claim, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

26. The Releasing Parties intend by this Opt-In Agreement to settle with and release only the Released Parties, and Plaintiffs and Opt-In Settlor do not intend this Opt-In Agreement, or any part hereof, or any other aspect of the proposed Settlement or release, to release or otherwise affect in any way any claims concerning product liability, breach of warranty, breach of contract or tort of any kind (other than a breach of contract or tort claim based on a factual predicate in the Litigation), a claim arising out of violation of the Uniform Commercial Code, or personal or bodily injury. The release does not extend to any individual claims that a Settlement Class Member may have against his or her own broker or agent based on a breach of contract, breach of fiduciary duty, malpractice, negligence or other tort claim, other than a claim that a Settlement Class Member paid an excessive commission or home price based on a factual predicate in the Litigation.

G. Practice Changes

27. As soon as practicable, and in no event later than thirty (30) days after the Effective Date, Opt-In Settlor (defined for purposes of this Paragraph to include Opt-In Settlor's present and future, direct and indirect corporate subsidiaries, related entities and affiliates, predecessors, and successors, and franchisees) will implement or maintain the following Practice Changes:

- i. advise and periodically remind company-owned brokerages, franchisees (if any), and their agents that there is no requirement that they must make offers to or must accept offers of compensation from buyer brokers or other buyer representatives or that, if made, such offers must be blanket, unconditional, or unilateral;
- ii. require that any company-owned brokerages and their agents (and recommend and encourage that any franchisees and their agents) disclose to prospective home sellers and buyers and state in conspicuous language that broker

commissions are not set by law and are fully negotiable (a) in their listing agreement if it is not a government or MLS-specified form, (b) in their buyer representation agreement if there is one and it is not a government or MLS-specified form, and (c) in pre-closing disclosure documents if there are any and they are not government or MLS-specified forms. In the event that the listing agreement, buyer representation agreement, or pre-closing disclosure documents is a government or MLS-specified form, then the Opt-In Settlor will require that any company-owned brokerages and their agents (and recommend and encourage that any franchisees and their agents) include a disclosure with conspicuous language expressly stating that broker commissions are not set by law and are fully negotiable;

- iii. prohibit all company-owned brokerages and their agents acting as buyer representatives (and recommend and encourage that any franchisees and their agents acting as buyer representatives refrain) from advertising or otherwise representing that their services are free unless they will receive no financial compensation from any source for those services;
- iv. require that company owned brokerages and their agents disclose at the earliest moment possible any offer of compensation made in connection with each home marketed to prospective buyers in any format;
- v. prohibit company owned brokerages and their agents (and recommend and encourage that any franchisees and their agents refrain) from utilizing any technology or taking manual actions to filter out or restrict listings that are searchable by and displayed to consumers based on the level of compensation

offered to any cooperating broker, unless directed to do so by the client (and eliminate any internal systems or technological processes that may currently facilitate such practices);

- vi. advise and periodically remind company owned brokerages and their agents of their obligation (and recommend and encourage that any franchisees and their agents) show properties regardless of the existence or amount of compensation offered to buyer brokers or other buyer representatives provided that each such property meets the buyer's articulated purchasing priorities;
- vii. for each of the above points, for company owned brokerages, franchisees, and their agents, develop training materials consistent with the above relief and eliminate any contrary training materials currently used.

28. If not automatically terminated earlier by their own terms, the obligations set forth in Paragraph 27 will sunset 5 years after the Effective Date.

29. Opt-In Settlor acknowledges that the Practice Changes set forth herein are a material component of this Opt-In Agreement and agrees to use its best efforts to implement the Practice Changes specified in this Section.

30. If any disputes arise regarding the scope of the foregoing commitments to change practices or compliance with said commitments, Plaintiffs and Opt-In Settlor shall attempt to resolve it by agreement. If they are unable to resolve their dispute, they shall have the option to refer the dispute to the Special Master for Mediation for binding resolution.

31. Opt-In Settlor agrees to use its reasonable best efforts to implement or maintain these practice changes to the extent not yet fully implemented.

H. The Opt-In Settlor Monetary Amount

32. As consideration for the agreements and releases set forth herein, and in exchange for the full, complete, and final settlement of the claims asserted in the Litigation as provided in this Agreement, Opt-In Settlor shall deposit the Opt-In Settlor Monetary Amount into the Escrow Account as follows: within 30 business days after preliminary approval of the Settlement by the Court, Hanna Holdings will deposit \$2,750,000 into the Escrow Account. Hanna Holdings will pay another \$2,750,000 into the Escrow Account on or before one year from preliminary approval. Hanna Holdings will pay an additional \$2,750,000 into the Escrow Account on or before two years from preliminary approval. All interest accrued on the Opt-In Settlor Monetary Amount will remain in the Global Settlement Fund and be distributed in accordance with the terms of the Class Settlement Agreement.

33. In no event will Opt-In Settlor's monetary liability with respect to the Settlement exceed the Opt-In Settlor Monetary Amount.

34. The Escrow Account and Global Settlement Fund will be administered, and funds from it dispersed and distributed, as set forth in Sections I, M, N, and P of the Class Settlement Agreement.

35. Opt-In Settlor will not have any responsibility for, or liability in connection with, the Global Settlement Fund, including, but not limited to, the investment, administration, maintenance, or distribution thereof.

36. There will be no reduction of the Opt-In Settlor Monetary Amount or the Global Settlement Fund based on any Settlement Class Members who submit requests to be excluded from the Settlement. If the Settlement becomes Effective, no proceeds from the Settlement will revert to Opt-In Settlor regardless of the claims that are made.

37. As set forth in Section M of the Class Settlement Agreement, the distribution of the Global Settlement Fund shall be administered pursuant to the Plan of Allocation proposed by Settlement Class Counsel in their sole discretion and subject to the approval of the Court. Opt-In Settlor will have no participatory or approval rights with respect to the Plan of Allocation. It is understood and agreed by Plaintiffs and Opt-In Settlor that any proposed Plan of Allocation, including, but not limited to, any adjustments to the amount(s) of Settlement Class Members' payments, is completely independent of and is not a part of this Opt-In Agreement and is to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of this Opt-In Agreement. Plaintiffs and Opt-In Settlor shall be bound by the terms of this Opt-In Agreement irrespective of whether the Court or any other court, including on any appeal, disapproves or modifies the Plan of Allocation, and any modification or rejection of the Plan of Allocation shall not affect the validity or enforceability of this Opt-In Agreement or otherwise operate to terminate, modify, or cancel this Opt-In Agreement. Neither the Opt-In Settlor nor any other Released Party under this Agreement shall have any responsibility for, or interest in, or liability whatsoever with respect to the allocation among Settlement Class Counsel, Plaintiffs, and/or any other person who may assert some claim thereto, of any fee and expense award that the Court may make in the Litigation.

38. Subject to the terms of the Class Settlement Agreement, and subject to Court approval, Plaintiffs may apply to the Court for an award of past, current, or future reasonable litigation costs and expenses, an award of reasonable attorneys' fees, and any service award(s) to the class representative(s). Any such awards shall be payable solely from the Global Settlement Fund, including the Opt-In Settlor Monetary Amount, subject to Court approval.

39. The procedure for and the allowance or disallowance by the Court of the application by Settlement Class Counsel for attorneys' fees, costs and expenses, or service awards for the class representative(s) to be paid out of the Global Settlement Fund are not part of this Agreement, and are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness and adequacy of the Settlement, and any Order or proceeding relating to a request for attorneys' fees and reimbursement of expenses or service awards, or any appeal from any such Order, shall not operate to terminate or cancel this Agreement, or affect or delay the finality of the judgment approving the Settlement. Except as otherwise provided herein, neither Opt-In Settlor nor any other Released Party under this Agreement shall have any responsibility for, or interest in, or liability whatsoever with respect to any payment to Settlement Class Counsel and/or Plaintiffs or any fee and expense award, or service award, in the Litigation. The Releasing Parties will look solely to the Global Settlement Fund for monetary relief and satisfaction against the Released Parties of all Released Claims and shall have no other recovery against Opt-In Settlor or the Released Parties.

40. Opt-In Settlor has no responsibility to make any filings relating to the Global Settlement Fund or to pay taxes or tax expenses with respect thereto, and has no liability or responsibility for the taxes or expenses incurred in connection with taxation matters.

J. Rescission

41. This Opt-In Agreement will be deemed rescinded 30 days after an Order from the Court declining to certify the Settlement Class as defined in the Class Settlement Agreement and this Opt-In Agreement, declining to grant preliminary or final approval of the Settlement or this Opt-In Agreement in all material respects, or materially modifying or setting aside this Opt-In Agreement or any judgment approving this Settlement in any material respects on appeal, unless

Plaintiffs and Opt-In Settlor agree in writing that the Opt-In Agreement shall continue within twenty-nine (29) days of the order.

42. A modification or reversal on appeal of any amount of the Global Settlement Fund that the Court authorizes to be used to pay Plaintiffs' fees or litigation expenses or service awards shall not be deemed a modification of all or a part of the terms of this Opt-In Agreement or the final judgment and order.

43. If the Class Settlement Agreement is rescinded pursuant to Section P of the Class Settlement Agreement, then Settlement Class Counsel shall provide Opt-In Settlor notice of the rescission and this Opt-In Agreement shall also be rescinded unless Plaintiffs and Opt-In Settlor agree in writing within ten (10) days of the event triggering rescission that this Opt-In Agreement shall continue.

44. If this Opt-In Agreement is rescinded, Plaintiffs and Opt-In Settlor agree that pending deadlines applicable to Opt-In Settlor in the Litigation (if any) that were mooted by the execution of this Opt-In Agreement shall be reset, and no Party shall contend that filing or renewal of any motions or pleadings were rendered untimely or were waived by operation of this Opt-In Agreement.

45. If this Opt-In Agreement is rescinded, Opt-In Settlor will no longer be a Released Party, it will not be bound by this Opt-In Agreement, and the Settlement Administrator shall return Opt-In Settlor's Balance (defined below) to Opt-In Settlor from the Escrow Account within thirty (30) days of the rescission (the "Rescission Date"). Opt-In Settlor's Balance is equal to the Opt-In Settlor's Monetary Amount paid into the Escrow Account as of the Rescission Date, less the Opt-In Settlor's Share (defined below) of permitted expenses paid from or incurred against the Global Settlement Fund as of the Rescission Date, plus the Opt-In Settlor's Share of interest paid into or

accrued in the Global Settlement Fund as of the date of the Recission Date. The Opt-In Settlor's Share is equal to the amount of the Opt-In Settlor Monetary Amount paid into the Global Settlement Fund as of the Recission Date divided by the total of all Settling Defendants' and opt-in settlors' Monetary Amounts paid into the Escrow Account as of the Recission Date.

46. Opt-In Settlor does not waive, and hereby expressly reserves, all of its legal rights and defenses, including, but not limited to, any defenses relating to the lack of personal jurisdiction, in the event this agreement is rescinded or no longer has effect, including but not limited to if any court of competent jurisdiction denies preliminary or final approval.

47. Opt-In Settlor warrants and represents that it is not "insolvent" within the meaning of applicable bankruptcy laws as of the time this Opt-In Agreement is executed. In the event of a final order of a court of competent jurisdiction, not subject to any further proceedings, determining the transfer of the Opt-In Settlor's Monetary Amount, or any portion thereof, by or on behalf of Opt-In Settlor to be a preference, voidable transfer, fraudulent transfer or similar transaction under Title 11 of the United States Code (Bankruptcy) or applicable state law and any portion thereof is required to be refunded and such amount is not promptly deposited in the Escrow Account by or on behalf of Opt-In Settlor, then, at the election of Class Counsel, this Opt-In Agreement may be terminated and the releases given and the judgment entered as to Opt-In Settlor pursuant to the Settlement shall be null and void.

K. Miscellaneous

48. This Opt-In Agreement and any actions taken to carry out the Settlement are not intended to be, nor shall they be deemed or construed to be, an admission or concession of liability or of the truth or validity of any claim or allegation, defense, or point of fact or law on the part of any party. Opt-In Settlor denies the material allegations in the Litigation. This Opt-In Agreement,

the fact of the Settlement, any approval proceedings, the negotiations as to the Settlement and this Opt-In Agreement, and any related documents, shall not be used as an admission of any fault or omission by Opt-In Settlor, or be offered in evidence as an admission, concession, presumption, or inference of any wrongdoing by Opt-In Settlor in any proceeding.

49. Any disputes between Plaintiffs and Opt-In Settlor concerning this Opt-In Agreement shall, if they cannot be resolved, be presented to the Special Master for Mediation for assistance in mediating a resolution.

50. The provisions of this Opt-In Agreement shall, where possible, be interpreted in a manner to sustain their legality and enforceability.

51. Any disputes relating to this Opt-In Agreement will be governed by Illinois law without regard to conflicts of law provisions.

52. The Court shall retain jurisdiction over the interpretation, approval, implementation, and enforcement of the Class Settlement Agreement, the Settlement, and this Opt-In Agreement, but will not use that stipulation or Opt-In Settlor's agreement to be governed by Illinois law as grounds for personal jurisdiction over an Opt-In Settlor in any litigation unrelated to the interpretation, approval, implementation, or enforcement of this Opt-In Agreement, including, but not limited to, litigation of claims or potential claims against Opt-In Settlor in the event that the Class Settlement Agreement and/or this Opt-In Agreement is rescinded. For the avoidance of doubt, Opt-In Settlor does not waive but rather reserves all defenses and rights, including, but not limited to, those concerning personal jurisdiction and failure to state a claim.

53. The Class Settlement Agreement (including the Exhibits and Appendices attached thereto) and this Opt-In Agreement constitute the entire agreement among Plaintiffs and Opt-In Settlor pertaining to the Settlement and resolution of any claims or potential claims against Opt-In

Settlor. This Opt-In Agreement may be modified or amended only by a writing executed by Plaintiffs and Opt-In Settlor.

54. Opt-In Settlor acknowledges that it has been and is being fully advised by competent legal counsel of Opt-In Settlor’s own choice and fully understands the terms and conditions of the Class Settlement Agreement and this Opt-In Agreement, and the meaning and import thereof, and that Opt-In Settlor’s execution of this Opt-In Agreement is with the advice of such Opt-In Settlor’s counsel and of Opt-In Settlor’s own free will. Opt-In Settlor submits to the exclusive jurisdiction of the Court for the purposes of interpreting and enforcing the terms of this Opt-In Agreement, including but not limited to, the practice changes contained therein. Plaintiffs and Opt-In Settlor each represents and warrants that it has sufficient information to reach an informed decision and has, independently and without relying upon other parties, and based on such information as it has deemed appropriate, made its own decision to enter into this Opt-In Agreement and was not fraudulently or otherwise wrongfully induced to enter into this Opt-In Agreement.

55. Each of the undersigned attorneys represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Opt-In Agreement.

FOR PLAINTIFFS & SETTLEMENT CLASS COUNSEL

By:

Dated: _____

FOR HANNA HOLDINGS, INC.

Annie Hanna Engel

By:

Dated: 3/19/2026

Settlor. This Opt-In Agreement may be modified or amended only by a writing executed by Plaintiffs and Opt-In Settlor.

54. Opt-In Settlor acknowledges that it has been and is being fully advised by competent legal counsel of Opt-In Settlor's own choice and fully understands the terms and conditions of the Class Settlement Agreement and this Opt-In Agreement, and the meaning and import thereof, and that Opt-In Settlor's execution of this Opt-In Agreement is with the advice of such Opt-In Settlor's counsel and of Opt-In Settlor's own free will. Opt-In Settlor submits to the exclusive jurisdiction of the Court for the purposes of interpreting and enforcing the terms of this Opt-In Agreement, including but not limited to, the practice changes contained therein. Plaintiffs and Opt-In Settlor each represents and warrants that it has sufficient information to reach an informed decision and has, independently and without relying upon other parties, and based on such information as it has deemed appropriate, made its own decision to enter into this Opt-In Agreement and was not fraudulently or otherwise wrongfully induced to enter into this Opt-In Agreement.

55. Each of the undersigned attorneys represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Opt-In Agreement.

FOR PLAINTIFFS & SETTLEMENT CLASS COUNSEL

Paul Geske
By: Paul Geske

Dated: March 19, 2026

FOR HANNA HOLDINGS, INC.

By:

Dated: _____

Exhibit 2

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

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

Opt-In Agreement

This Opt-In Agreement is made and entered into by and between Plaintiffs, both individually and on behalf of the Settlement Class, and Douglas Elliman Inc. (“Opt-In Settlor”) as of the last signature date below.

A. Recitals

WHEREAS, Plaintiffs have entered into a Class Settlement Agreement with the Settling Defendants to resolve certain claims stemming from Plaintiffs’ allegations that the Settling Defendants participated in a conspiracy to raise, fix, maintain, or stabilize real estate broker commissions in violation of Section 1 of the Sherman Act and certain state laws;

WHEREAS, Plaintiffs, through their counsel, have conducted an investigation into the facts and the law regarding Opt-In Settlor’s alleged participation in the alleged conspiracy to raise, fix, maintain, or stabilize real estate broker commissions in violation of Section 1 of the Sherman Act, state antitrust laws, and state consumer protection laws, and have concluded that a settlement

according to the terms set forth below is fair, reasonable, and adequate and in the best interest of Plaintiffs and the other Settlement Class Members;

WHEREAS, Opt-In Settlor denies Plaintiffs' allegations and any charges of wrongdoing or liability of any kind but nevertheless has decided to enter into this Opt-In Agreement to avoid the expense, inconvenience, and the distraction of burdensome and protracted litigation, to obtain the nationwide releases, orders, and judgment contemplated by the Class Settlement Agreement and this Opt-In Agreement, and to put to rest with finality all claims and allegations that Plaintiffs and Settlement Class Members have or could have asserted against Opt-In Settlor; and

WHEREAS, Opt-In Settlor has agreed, in addition to providing the monetary compensation set forth below, to implement certain practice changes, each as set forth in this Opt-In Agreement.

NOW, THEREFORE, in consideration of the agreements and releases set forth herein and other good and valuable consideration, and intending to be legally bound, it is agreed by and between Plaintiffs, individually and on behalf of the Settlement Class, and Opt-In Settlor that certain actual or potential claims be settled, compromised, and dismissed with prejudice as to Opt-In Settlor and, except as hereinafter provided, without costs as to Plaintiffs, the Settlement Class, or Opt-In Settlor, subject to the approval of the Court, on the following terms and conditions:

B. Definitions

Plaintiffs and Opt-In Settlor agree that the capitalized terms used in this Opt-In Agreement shall be defined and interpreted in accordance with the definitions set forth in the Class Settlement Agreement unless otherwise specified herein. The following terms, as used in this Opt-In Agreement only, have the following meanings:

1. "Class Period" with respect to Opt-In Settlor means:
 - i. From January 25, 2006 to date of Class Notice for homes in Puerto Rico;

- ii. From January 25, 2011 to date of Class Notice for homes in Rhode Island and Louisiana;
- iii. From January 25, 2013 to date of Class Notice for homes in Wyoming;
- iv. 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;
- v. From January 25, 2016 to date of Class Notice for homes in Arkansas, Kentucky, Illinois, Iowa, Missouri, Utah, and West Virginia;
- vi. 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;
- vii. 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;
- viii. from January 25, 2019 to date of Class Notice for homes in Texas and for all other homes across the United States.

2. “Effective” means that all conditions set forth below in the definition of “Effective Date” have occurred.

3. “Effective Date” means the date when both of the following conditions have occurred: (a) the Court has entered a final judgment and order approving the Class Settlement Agreement and this Opt-In Agreement under Rule 23(e) of the Federal Rules of Civil Procedure and dismissing the Litigation with prejudice; and (b) the time for appeal or to seek permission to

appeal from the Court's approval of the Class Settlement Agreement and this Opt-In Agreement and the entry of a final judgment has expired or, if appealed, approval of the Class Settlement Agreement and this Opt-In Agreement and the final judgment have been affirmed in their entirety by the court of last resort to which such appeal has been taken and such affirmance is no longer subject to further appeal or review. It is agreed that neither the provisions of Federal Rule of Civil Procedure 60 nor the All Writs Act, 28 U.S.C. § 1651, shall be considered in determining the above-stated times.

4. "Released Claims" means 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 or against Opt-In Settlor in *Lutz v. HomeServices of America, et al.*, No. 24-cv-10040 (S.D. Fl.) 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.

5. "Released Parties" means Opt-In Settlor and all of its 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. This Opt-In Agreement shall not result in the release of any claims against any other party or non-party not specifically listed herein.

6. "Releasing Parties" means Plaintiffs and any Settlement Class Members, including any of their immediate family members, heirs, representatives, administrators, executors, devisees, legatees, and estates, acting in their capacity as such; and for entities including any of their past, present or future officers, directors, members, shareholders, managers, insurers, general or limited partners, divisions, stockholders, agents, attorneys, employees, legal representatives, trustees, parents, associates, affiliates, joint ventures, subsidiaries, heirs, executors, administrators, predecessors, successors and assigns, acting in their capacity as such solely with respect to the claims based on or derived from claims of the Plaintiffs or the Settlement Class Members.

7. "Settlement" means the settlement of the Released Claims against Opt-In Settlor as contemplated by the Class Settlement Agreement and this Opt-In Agreement.

8. "Settlement Class" means the class of persons that will be certified by the Court for Settlement purposes defined in Paragraph 15 of the Class Settlement Agreement. The Settlement Class shall not include individuals who have separately released the Released Claims against Opt-In Settlor in a court approved class settlement in Burnett, Gibson or Keel, but only as to Opt-In Settlor.

9. "Opt-In Settlor Monetary Amount" shall be \$2,041,250.00.

C. Operation of the Settlement

10. Plaintiffs and Opt-In Settlor agree that, as a condition precedent for this Opt-In Agreement to become effective, Opt-In Settlor must deliver to Settlement Class Counsel within 180 days after the entry of an order granting preliminary approval to the Class Settlement

Agreement both of the following: (i) an executed version of this Opt-In Agreement, and (ii) a confirmation in writing that Opt-In Settlor has selected either “Option 1,” “Option 2,” or “Option 3” as defined in Section G of the Class Settlement Agreement. In the event that Opt-In Settlor selects Option 3, Opt-In Settlor must also deliver to Settlement Class Counsel a declaration sworn pursuant 28 U.S.C. § 1746 by a competent officer of Opt-In Settlor accurately attesting to the Opt-In Settlor’s Total Transaction Volume for each of the most recent four calendar years.

11. As a condition for being a Released Party, Opt-In Settlor agrees to be bound by this Opt-In Agreement, including the practice changes reflected in Section G of this Opt-In Agreement.

D. Stipulation to Class Certification

12. Plaintiffs and Opt-In Settlor hereby stipulate, for purposes of the Settlement only, that the requirements of Federal Rules of Civil Procedure 23(a), 23(b)(2), and 23(b)(3) are satisfied and, subject to Court approval, the Settlement Class shall be certified for settlement purposes. The Plaintiffs and Opt-In Settlor further stipulate that if, for any reason, the Settlement is rescinded, then the Plaintiffs’ and Opt-In Settlor’s stipulation to class certification as part of the Settlement shall become null and void.

13. The Class Settlement Agreement, this Opt-In Agreement, and any statement, transaction, or proceeding in connection with the negotiation, execution, or implementation of the Opt-In Agreement, shall not be construed as or deemed to be evidence of an admission or concession by Opt-In Settlor that a class should be or should have been certified for any purposes other than for purposes of the Settlement, and none of them shall be admissible in evidence for any such purpose in any proceeding.

14. Opt-In Settlor reserves all of its legal rights and defenses with respect to any claims brought by individuals who timely and validly request to be excluded from the Settlement Class.

E. Approval of this Opt-In Agreement

15. The Plaintiffs and Opt-In Settlor agree to make reasonable best efforts to effectuate this Opt-In Agreement in conjunction with the Settlement, including, but not limited to, seeking the Court's approval of procedures (including the giving of class notice under Federal Rules of Civil Procedure 23(c) and (e)) to secure the complete and final dismissal with prejudice of the Litigation as against the Opt-In Settlor.

16. As set forth in Paragraph 40 of the Class Settlement Agreement, no later than 35 days after the end of the Opt-In Period, Plaintiffs will submit to the Court a motion requesting that the Court preliminarily approve this Opt-In Agreement. The motion shall be accompanied by a proposed amended complaint adding Opt-In Settlor as a defendant in the Litigation. The motion shall include a proposed form of order preliminarily approving the Opt-In Agreement and enjoining Releasing Parties from prosecuting any Released Claims in any forum until the Effective Date of the Settlement. Unless agreed otherwise, Opt-In Settlor shall not have an opportunity to review and comment on the preliminary approval motion.

17. To the extent the Court finds that this Opt-In Agreement does not meet the standard for preliminary approval, Plaintiffs and Opt-In Settlor will negotiate in good faith to attempt to modify the Opt-In Agreement to be resubmitted for approval, either directly or with the option of seeking assistance of the Special Master for Mediation, and will endeavor to resolve any issues to the satisfaction of the Court.

18. Plaintiffs and Opt-In Settlor agree to the use of the Settlement Administrator to administer the Settlement's notice and claims process. Subject to approval by the Court, the Settlement Administrator will undertake a method of providing notice to the Settlement Class Members of this Opt-In Agreement in conjunction with notice and claims administration of the

Class Settlement Agreement that meets the requirements of due process and Federal Rule of Civil Procedure 23 and is substantially similar to the forms of notice provided under the Class Settlement Agreement. Settlement Class Members who file a claim to receive compensation from the Class Settlement Agreement will be deemed to also make a claim for compensation under this Opt-In Agreement unless they affirmatively state they are not claiming relief under this Opt-In Agreement.

19. To mitigate the costs of notice, Plaintiffs shall endeavor to disseminate a combined notice to the Settlement Class of the Class Settlement Agreement and this Opt-In Agreement along with any other settlements with other opt-in settlors that have been or are reached by the end of the Opt-In Period. The Notice Motion and the Notice Form shall be governed by Sections J, K, and L of the Class Settlement Agreement.

20. Opt-In Settlor agrees to cooperate with Settlement Class Counsel and the Settlement Administrator by providing contact information for Settlement Class Members, to the extent that such information is reasonably accessible and is the type of data provided by the Opt-In Settlor (if any) in Gibson, within 30 days after Settlement Class Counsel files the Notice Motion.

21. Within ten (10) calendar days after the filing with the Court of this Opt-In Agreement and the accompanying motion papers seeking its preliminary approval, the Settlement Administrator shall, at Opt-In Settlor's expense, cause notice of this Opt-In Agreement to be served upon appropriate State and Federal officials as provided in the Class Action Fairness Act, 28 U.S.C. § 1715.

22. In connection with the filing of a motion seeking final approval of the Settlement, Plaintiffs shall timely seek entry of a final judgment and order as to Opt-In Settlor, the terms of which will include, at a minimum, the substance of the following provisions:

- a. certifying the Settlement Class, pursuant to Rule 23 of the Federal Rules of Civil Procedure, solely for purposes of the Settlement;
- b. approving finally the Class Settlement Agreement and Opt-In Agreement and their terms as being a fair, reasonable and adequate settlement as to the Settlement Class Members within the meaning of Rule 23 of the Federal Rules of Civil Procedure and directing its consummation according to its terms;
- c. directing that, as to Opt-In Settlor only, the Litigation be dismissed with prejudice and, except as provided for herein, without costs;
- d. reserving exclusive jurisdiction over the Settlement and this Opt-In Agreement, including the interpretation, administration, consummation, and enforcement of the Settlement, to the United State District Court for the Northern District of Illinois, Eastern Division; and,
- e. determining under Federal Rule of Civil Procedure 54(b) that there is no just reason for delay and directing that the judgment in the Litigation as to Opt-In Settlor shall be final.

23. As of the execution date of this Opt-In Agreement, Plaintiffs and Opt-In Settlor shall be bound by the terms of this Opt-In Agreement and the Opt-In Agreement shall not be rescinded except in accordance with Section J. This Opt-In Agreement shall become Effective only after the occurrence of all conditions set forth above in the definition of the Effective Date.

F. Releases, Discharge, and Covenant Not to Sue

24. Upon the occurrence of the Effective Date, the Releasing Parties expressly and irrevocably waive, and fully, finally, and forever settle, discharge, and release the Released Parties

from any and all manner of claims, demands, actions, suits, and causes of action, whether individual, class, representative, or otherwise in nature, for damages, restitution, disgorgement, interest, costs, expenses, attorneys' fees, fines, civil or other penalties, or other payment of money, or for injunctive, declaratory, or other equitable relief, whenever incurred, whether directly, indirectly, derivatively, or otherwise, whether known or unknown, suspected or unsuspected, in law or in equity, that any Releasing Party ever had, now has, or hereafter can, shall, or may have and that have accrued as of the date of Class Notice of the Settlement arising from or related to the Released Claims. The Released Claims include but are not limited to the antitrust and consumer protection claims brought in the Litigation, as well as any claims that share any or all of the same factual predicates as those claims, including but not limited to similar state and federal statutes and other law potentially applicable to such alleged conduct. In connection therewith, upon the Effective Date of Settlement, each of the Releasing Parties (a) shall forever be enjoined from prosecuting in any forum any Released Claims against any of the Released Parties that accrued from the beginning of time through the date of Class Notice; and (b) agrees and covenants not to sue any of the Released Parties with respect to any Released Claims. For avoidance of doubt, this release extends to, but only to, the fullest extent permitted by law.

25. The Releasing Parties hereby expressly waive and release, solely with respect to the Released Claims, upon this Agreement becoming Effective, any and all provisions, rights, and benefits conferred by Section 1542 of the California Civil Code, which states:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY;

or by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to Section 1542 of the California Civil Code, including but not limited to Section 20-7-11 of the South Dakota Codified Laws, which provides that “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR” or any law or principle of law of any jurisdiction that would limit or restrict the effect or scope of the provisions of the release set forth above, without regard to the subsequent discovery or existence of such other, different, or additional facts. Each Releasing Party may hereafter discover facts other than or different from those which he, she, or it knows or believes to be true with respect to the Released Claims, but each Releasing Party hereby expressly waives and fully, finally, and forever settles and releases, upon this Agreement becoming Effective, any known or unknown, suspected or unsuspected, contingent or non-contingent Released Claim, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

26. The Releasing Parties intend by this Opt-In Agreement to settle with and release only the Released Parties, and Plaintiffs and Opt-In Settlor do not intend this Opt-In Agreement, or any part hereof, or any other aspect of the proposed Settlement or release, to release or otherwise affect in any way any claims concerning product liability, breach of warranty, breach of contract or tort of any kind (other than a breach of contract or tort claim based on a factual predicate in the Litigation), a claim arising out of violation of the Uniform Commercial Code, or personal or bodily injury. The release does not extend to any individual claims that a Settlement Class Member may have against his or her own broker or agent based on a breach of contract, breach of fiduciary duty,

malpractice, negligence or other tort claim, other than a claim that a Settlement Class Member paid an excessive commission or home price based on a factual predicate in the Litigation.

G. Practice Changes

27. As soon as practicable, and in no event later than thirty (30) days after the Effective Date, Opt-In Settlor (defined for purposes of this Paragraph to include Opt-In Settlor's present and future, direct and indirect corporate subsidiaries, related entities and affiliates, predecessors, and successors, and franchisees) will implement or maintain the following Practice Changes:

- i. advise and periodically remind company-owned brokerages, franchisees (if any), and their agents that there is no requirement that they must make offers to or must accept offers of compensation from buyer brokers or other buyer representatives or that, if made, such offers must be blanket, unconditional, or unilateral;
- ii. require that any company-owned brokerages and their agents (and recommend and encourage that any franchisees and their agents) disclose to prospective home sellers and buyers and state in conspicuous language that broker commissions are not set by law and are fully negotiable (a) in their listing agreement if it is not a government or MLS-specified form, (b) in their buyer representation agreement if there is one and it is not a government or MLS-specified form, and (c) in pre-closing disclosure documents if there are any and they are not government or MLS-specified forms. In the event that the listing agreement, buyer representation agreement, or pre-closing disclosure documents is a government or MLS-specified form, then the Opt-In Settlor will require that any company-owned brokerages and their agents (and recommend

and encourage that any franchisees and their agents) include a disclosure with conspicuous language expressly stating that broker commissions are not set by law and are fully negotiable;

- iii. prohibit all company-owned brokerages and their agents acting as buyer representatives (and recommend and encourage that any franchisees and their agents acting as buyer representatives refrain) from advertising or otherwise representing that their services are free unless they will receive no financial compensation from any source for those services;
- iv. require that company owned brokerages and their agents disclose at the earliest moment possible any offer of compensation made in connection with each home marketed to prospective buyers in any format;
- v. prohibit company owned brokerages and their agents (and recommend and encourage that any franchisees and their agents refrain) from utilizing any technology or taking manual actions to filter out or restrict listings that are searchable by and displayed to consumers based on the level of compensation offered to any cooperating broker, unless directed to do so by the client (and eliminate any internal systems or technological processes that may currently facilitate such practices);
- vi. advise and periodically remind company owned brokerages and their agents of their obligation (and recommend and encourage that any franchisees and their agents) to show properties regardless of the existence or amount of compensation offered to buyer brokers or other buyer representatives provided that each such property meets the buyer's articulated purchasing priorities;

vii. for each of the above points, for company owned brokerages, franchisees, and their agents, develop training materials consistent with the above relief and eliminate any contrary training materials currently used.

28. If not automatically terminated earlier by their own terms, the obligations set forth in Paragraph 27 will sunset 5 years after the Effective Date.

29. Opt-In Settlor acknowledges that the Practice Changes set forth herein are a material component of this Opt-In Agreement and agrees to use its best efforts to implement the Practice Changes specified in this Section.

30. If any disputes arise regarding the scope of the foregoing commitments to change practices or compliance with said commitments, Plaintiffs and Opt-In Settlor shall attempt to resolve it by agreement. If they are unable to resolve their dispute, they shall have the option to refer the dispute to the Special Master for Mediation for binding resolution.

31. Opt-In Settlor agrees to provide proof of compliance with these practice changes if requested by Settlement Class Counsel.

H. The Opt-In Settlor Monetary Amount

32. As consideration for the agreements and releases set forth herein, and in exchange for the full, complete, and final settlement of the claims asserted in the Litigation as provided in this Agreement, Opt-In Settlor shall deposit the Opt-In Settlor Monetary Amount into the Escrow Account in four installments as follows: \$100,000.00 within 30 days after entry of an order granting preliminary approval to this Opt-In Agreement; \$647,083.00 within one year of the Effective Date; \$647,083.00 within two years of the Effective Date; and \$647,084.00 within three years of the Effective Date.

33. In no event will Opt-In Settlor's monetary liability with respect to the Settlement

exceed the Opt-In Settlor Monetary Amount.

34. The Escrow Account and Global Settlement Fund will be administered, and funds from it dispersed and distributed, as set forth in Sections I, M, N, and P of the Class Settlement Agreement.

35. Opt-In Settlor will not have any responsibility for, or liability in connection with, the Global Settlement Fund, including, but not limited to, the investment, administration, maintenance, or distribution thereof.

36. There will be no reduction of the Opt-In Settlor Monetary Amount or the Global Settlement Fund based on any Settlement Class Members who submit requests to be excluded from the Settlement. If the Settlement becomes Effective, no proceeds from the Settlement will revert to Opt-In Settlor regardless of the claims that are made.

37. As set forth in Section M of the Class Settlement Agreement, the distribution of the Global Settlement Fund shall be administered pursuant to the Plan of Allocation proposed by Settlement Class Counsel in their sole discretion and subject to the approval of the Court. Opt-In Settlor will have no participatory or approval rights with respect to the Plan of Allocation. It is understood and agreed by Plaintiffs and Opt-In Settlor that any proposed Plan of Allocation, including, but not limited to, any adjustments to the amount(s) of Settlement Class Members' payments, is completely independent of and is not a part of this Opt-In Agreement and is to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of this Opt-In Agreement. Plaintiffs and Opt-In Settlor shall be bound by the terms of this Opt-In Agreement irrespective of whether the Court or any other court, including on any appeal, disapproves or modifies the Plan of Allocation, and any modification or rejection of the Plan of Allocation shall not affect the validity or enforceability of this Opt-In Agreement or

otherwise operate to terminate, modify, or cancel this Opt-In Agreement. Neither the Opt-In Settlor nor any other Released Party under this Agreement shall have any responsibility for, or interest in, or liability whatsoever with respect to the allocation among Settlement Class Counsel, Plaintiffs, and/or any other person who may assert some claim thereto, of any fee and expense award that the Court may make in the Litigation.

38. Subject to the terms of the Class Settlement Agreement, and subject to Court approval, Plaintiffs may apply to the Court for an award of past, current, or future reasonable litigation costs and expenses, an award of reasonable attorneys' fees, and any service award(s) to the class representative(s). Any such awards shall be payable solely from the Global Settlement Fund, including the Opt-In Settlor Monetary Amount, subject to Court approval.

39. The procedure for and the allowance or disallowance by the Court of the application by Settlement Class Counsel for attorneys' fees, costs and expenses, or service awards for the class representative(s) to be paid out of the Global Settlement Fund are not part of this Agreement, and are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness and adequacy of the Settlement, and any Order or proceeding relating to a request for attorneys' fees and reimbursement of expenses or service awards, or any appeal from any such Order, shall not operate to terminate or cancel this Agreement, or affect or delay the finality of the judgment approving the Settlement. Except as otherwise provided herein, Opt-In Settlor nor any other Released Party under this Agreement shall have any responsibility for, or interest in, or liability whatsoever with respect to any payment to Settlement Class Counsel and/or Plaintiffs or any fee and expense award, or service award, in the Litigation. The Releasing Parties will look solely to the Global Settlement Fund for monetary relief and satisfaction against the Released Parties of all Released Claims and shall have no other recovery against Opt-In Settlor or the

Released Parties.

40. Opt-In Settlor has no responsibility to make any filings relating to the Global Settlement Fund or to pay taxes or tax expenses with respect thereto, and has no liability or responsibility for the taxes or expenses incurred in connection with taxation matters.

J. Rescission

41. This Opt-In Agreement will be deemed rescinded 30 days after an Order from the Court declining to certify the Settlement Class as defined in the Class Settlement Agreement and this Opt-In Agreement, declining to grant preliminary or final approval of the Settlement or this Opt-In Agreement in all material respects, or materially modifying or setting aside this Opt-In Agreement or any judgment approving this Settlement in any material respects on appeal, unless Plaintiffs and Opt-In Settlor agree in writing that the Opt-In Agreement shall continue within twenty-nine (29) days of the order.

42. A modification or reversal on appeal of any amount of the Global Settlement Fund that the Court authorizes to be used to pay Plaintiffs' fees or litigation expenses or service awards shall not be deemed a modification of all or a part of the terms of this Opt-In Agreement or the final judgment and order.

43. If the Class Settlement Agreement is rescinded pursuant to Section P of the Class Settlement Agreement, then Settlement Class Counsel shall provide Opt-In Settlor notice of the rescission and this Opt-In Agreement shall also be rescinded unless Plaintiffs and Opt-In Settlor agree in writing within ten (10) days of the event triggering rescission that this Opt-In Agreement shall continue.

44. If this Opt-In Agreement is rescinded, Plaintiffs and Opt-In Settlor agree that pending deadlines applicable to Opt-In Settlor in the Litigation (if any) that were mooted by the

execution of this Opt-In Agreement shall be reset, and no Party shall contend that filing or renewal of any motions or pleadings were rendered untimely or were waived by operation of this Opt-In Agreement.

45. If this Opt-In Agreement is rescinded, Opt-In Settlor will no longer be a Released Party, it will not be bound by this Opt-In Agreement, and the Settlement Administrator shall return Opt-In Settlor's Balance (defined below) to Opt-In Settlor from the Escrow Account within thirty (30) days of the rescission (the "Rescission Date"). Opt-In Settlor's Balance is equal to the Opt-In Settlor's Monetary Amount paid into the Escrow Account as of the Rescission Date, less the Opt-In Settlor's Share (defined below) of permitted expenses paid from or incurred against the Global Settlement Fund as of the Rescission Date, plus the Opt-In Settlor's Share of interest paid into or accrued in the Global Settlement Fund as of the date of the Rescission Date. The Opt-In Settlor's Share is equal to the amount of the Opt-In Settlor Monetary Amount paid into the Global Settlement Fund as of the Rescission Date divided by the total of all Settling Defendants' and opt-in settlors' Monetary Amounts paid into the Escrow Account as of the Rescission Date.

46. Opt-In Settlor does not waive, and hereby expressly reserves, all of its legal rights and defenses, including, but not limited to, any defenses relating to the lack of personal jurisdiction, in the event of the rescission of this Agreement.

47. Opt-In Settlor warrants and represents that it is not "insolvent" within the meaning of applicable bankruptcy laws as of the time this Opt-In Agreement is executed. In the event of a final order of a court of competent jurisdiction, not subject to any further proceedings, determining the transfer of the Opt-In Settlor's Monetary Amount, or any portion thereof, by or on behalf of Opt-In Settlor to be a preference, voidable transfer, fraudulent transfer or similar transaction under Title 11 of the United States Code (Bankruptcy) or applicable state law and any portion thereof is

required to be refunded and such amount is not promptly deposited in the Escrow Account by or on behalf of Opt-In Settlor, then, at the election of Class Counsel, this Opt-In Agreement may be terminated and the releases given and the judgment entered as to Opt-In Settlor pursuant to the Settlement shall be null and void.

K. Miscellaneous

48. This Opt-In Agreement and any actions taken to carry out the Settlement are not intended to be, nor shall they be deemed or construed to be, an admission or concession of liability or of the truth or validity of any claim or allegation, defense, or point of fact or law on the part of any party. Opt-In Settlor denies the material allegations in the Litigation. This Opt-In Agreement, the fact of the Settlement, any approval proceedings, the negotiations as to the Settlement and this Opt-In Agreement, and any related documents, shall not be used as an admission of any fault or omission by Opt-In Settlor, or be offered in evidence as an admission, concession, presumption, or inference of any wrongdoing by Opt-In Settlor in any proceeding.

49. Any disputes between Plaintiffs and Opt-In Settlor concerning this Opt-In Agreement shall, if they cannot be resolved, be presented to the Special Master for Mediation for assistance in mediating a resolution.

50. The provisions of this Opt-In Agreement shall, where possible, be interpreted in a manner to sustain their legality and enforceability.

51. Any disputes relating to this Opt-In Agreement will be governed by Illinois law without regard to conflicts of law provisions.

52. The Court shall retain jurisdiction over the interpretation, approval, implementation, and enforcement of the Class Settlement Agreement, the Settlement, and this Opt-In Agreement, but will not use that stipulation or Opt-In Settlor's agreement to be governed by


Illinois law as grounds for personal jurisdiction over an Opt-In Settlor in any litigation unrelated to the interpretation, approval, implementation, or enforcement of this Opt-In Agreement, including, but not limited to, litigation of claims or potential claims against Opt-In Settlor in the event that the Class Settlement Agreement and/or this Opt-In Agreement is rescinded. For the avoidance of doubt, Opt-In Settlor does not waive but rather reserves all defenses and rights, including, but not limited to, those concerning personal jurisdiction and failure to state a claim.

53. The Class Settlement Agreement (including the Exhibits and Appendices attached thereto) and this Opt-In Agreement constitute the entire agreement among Plaintiffs and Opt-In Settlor pertaining to the Settlement and resolution of any claims or potential claims against Opt-In Settlor. This Opt-In Agreement may be modified or amended only by a writing executed by Plaintiffs and Opt-In Settlor.

54. Opt-In Settlor acknowledges that it has been and is being fully advised by competent legal counsel of Opt-In Settlor's own choice and fully understands the terms and conditions of the Class Settlement Agreement and this Opt-In Agreement, and the meaning and import thereof, and that Opt-In Settlor's execution of this Opt-In Agreement is with the advice of such Opt-In Settlor's counsel and of Opt-In Settlor's own free will. Opt-In Settlor submits to the exclusive jurisdiction of the Court for the purposes of interpreting and enforcing the terms of this Opt-In Agreement, including but not limited to, the practice changes contained therein. Plaintiffs and Opt-In Settlor each represents and warrants that it has sufficient information to reach an informed decision and has, independently and without relying upon other parties, and based on such information as it has deemed appropriate, made its own decision to enter into this Opt-In Agreement and was not fraudulently or otherwise wrongfully induced to enter into this Opt-In Agreement.

55. Each of the undersigned attorneys represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Opt-In Agreement.

FOR PLAINTIFFS & SETTLEMENT CLASS COUNSEL



By:

Dated: April 7, 2026

FOR DOUGLAS ELLIMAN INC.

Signed by:


By: Bradley Brodie

Dated: 4/6/2026

Exhibit 3

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

JAMES TUCCORI, individually and on)	
behalf of similarly situated individuals,	)	No. 1:24-cv-00150
)	
<i>Plaintiffs,</i>	)	Hon. Lindsay C. Jenkins
)	
v.	)	Related with:
)	
AT WORLD PROPERTIES, LLC, an Illinois	)	No. 24-cv-02399
Limited Liability Company,	)	No. 24-cv-03160
	)	No. 24-cv-3356
<i>Defendant.</i>	)	No. 24-cv-9039
	)	No. 24-cv-11735
	)	No. 25-cv-04207
_____)	

Opt-In Agreement

This Opt-In Agreement is made and entered into by and between Plaintiffs, both individually and on behalf of the Settlement Class, and HomeSmart International, LLC (“Opt-In Settlor”) as of the last signature date below.

A. Recitals

WHEREAS, Plaintiffs have entered into a Class Settlement Agreement with the Settling Defendants to resolve certain claims stemming from Plaintiffs’ allegations that the Settling Defendants participated in a conspiracy to raise, fix, maintain, or stabilize real estate broker commissions in violation of Section 1 of the Sherman Act and certain state laws;

WHEREAS, Plaintiffs, through their counsel, have conducted an investigation into the facts and the law regarding Opt-In Settlor’s alleged participation in the alleged conspiracy to raise, fix, maintain, or stabilize real estate broker commissions in violation of Section 1 of the Sherman Act, state antitrust laws, and state consumer protection laws, and have concluded that a settlement

according to the terms set forth below is fair, reasonable, and adequate and in the best interest of Plaintiffs and the other Settlement Class Members;

WHEREAS, Opt-In Settlor denies Plaintiffs' allegations and any charges of wrongdoing or liability of any kind but nevertheless has decided to enter into this Opt-In Agreement to avoid the expense, inconvenience, and the distraction of burdensome and protracted litigation, to obtain the nationwide releases, orders, and judgment contemplated by the Class Settlement Agreement and this Opt-In Agreement, and to put to rest with finality all claims and allegations that Plaintiffs and Settlement Class Members have or could have asserted against Opt-In Settlor; and

WHEREAS, Opt-In Settlor has agreed, in addition to providing the monetary compensation set forth below, to implement certain practice changes, each as set forth in this Opt-In Agreement.

NOW, THEREFORE, in consideration of the agreements and releases set forth herein and other good and valuable consideration, and intending to be legally bound, it is agreed by and between Plaintiffs, individually and on behalf of the Settlement Class, and Opt-In Settlor that certain actual or potential claims be settled, compromised, and dismissed with prejudice as to Opt-In Settlor and, except as hereinafter provided, without costs as to Plaintiffs, the Settlement Class, or Opt-In Settlor, subject to the approval of the Court, on the following terms and conditions:

B. Definitions

Plaintiffs and Opt-In Settlor agree that the capitalized terms used in this Opt-In Agreement shall be defined and interpreted in accordance with the definitions set forth in the Class Settlement Agreement unless otherwise specified herein. The following terms, as used in this Opt-In Agreement only, have the following meanings:

1. "Effective" means that all conditions set forth below in the definition of "Effective Date" have occurred.

2. “Effective Date” means the date when both of the following conditions have occurred: (a) the Court has entered a final judgment and order approving the Class Settlement Agreement and this Opt-In Agreement under Rule 23(e) of the Federal Rules of Civil Procedure and dismissing the Litigation with prejudice; and (b) the time for appeal or to seek permission to appeal from the Court’s approval of the Class Settlement Agreement and this Opt-In Agreement and the entry of a final judgment has expired or, if appealed, approval of the Class Settlement Agreement and this Opt-In Agreement and the final judgment have been affirmed in their entirety by the court of last resort to which such appeal has been taken and such affirmance is no longer subject to further appeal or review. It is agreed that neither the provisions of Federal Rule of Civil Procedure 60 nor the All Writs Act, 28 U.S.C. § 1651, shall be considered in determining the above-stated times.

3. “Released Claims” means 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 of residential real estate.

4. “Released Parties” means Opt-In Settlor and all of its 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. This Opt-In Agreement shall not result in the release of any claims against any other party or non-party not specifically listed herein.

5. "Releasing Parties" means Plaintiffs and any Settlement Class Members, including any of their immediate family members, heirs, representatives, administrators, executors, devisees, legatees, and estates, acting in their capacity as such; and for entities including any of their past, present or future officers, directors, members, shareholders, managers, insurers, general or limited partners, divisions, stockholders, agents, attorneys, employees, legal representatives, trustees, parents, associates, affiliates, joint ventures, subsidiaries, heirs, executors, administrators, predecessors, successors and assigns, acting in their capacity as such solely with respect to the claims based on or derived from claims of the Plaintiffs or the Settlement Class Members.

6. "Settlement" means the settlement of the Released Claims against Opt-In Settlor as contemplated by the Class Settlement Agreement and this Opt-In Agreement.

7. "Settlement Class" means the class of persons that will be certified by the Court for Settlement purposes defined in Paragraph 15 of the Class Settlement Agreement. The Settlement Class shall not include individuals who have separately released the Released Claims against Opt-In Settlor in a court approved class settlement in Burnett, Gibson or Keel, but only as to Opt-In Settlor.

8. "Opt-In Settlor Monetary Amount" shall be \$600,000.00.

C. Operation of the Settlement

9. Plaintiffs and Opt-In Settlor agree that, as a condition precedent for this Opt-In Agreement to become effective, Opt-In Settlor will deliver to Settlement Class Counsel within 180 days after the entry of an order granting preliminary approval to the Class Settlement Agreement an executed version of this Opt-In Agreement confirming that Opt-In Settlor has selected “Option 1” as defined in Section G of the Class Settlement Agreement.

10. As a condition for being a Released Party, Opt-In Settlor agrees to be bound by this Opt-In Agreement, including the practice changes reflected in Section G of this Opt-In Agreement.

D. Stipulation to Class Certification

11. Plaintiffs and Opt-In Settlor hereby stipulate, for purposes of the Settlement only, that the requirements of Federal Rules of Civil Procedure 23(a), 23(b)(2), and 23(b)(3) are satisfied and, subject to Court approval, the Settlement Class shall be certified for settlement purposes. The Plaintiffs and Opt-In Settlor further stipulate that if, for any reason, the Settlement is rescinded, then the Plaintiffs’ and Opt-In Settlor’s stipulation to class certification as part of the Settlement shall become null and void.

12. The Class Settlement Agreement, this Opt-In Agreement, and any statement, transaction, or proceeding in connection with the negotiation, execution, or implementation of the Opt-In Agreement, shall not be construed as or deemed to be evidence of an admission or concession by Opt-In Settlor that a class should be or should have been certified for any purposes other than for purposes of the Settlement , and none of them shall be admissible in evidence for any such purpose in any proceeding.

13. Opt-In Settlor reserves all of its legal rights and defenses with respect to any claims brought by individuals who timely and validly request to be excluded from the Settlement Class.

E. Approval of this Opt-In Agreement

14. The Plaintiffs and Opt-In Settlor agree to make reasonable best efforts to effectuate this Opt-In Agreement in conjunction with the Settlement, including, but not limited to, seeking the Court's approval of procedures (including the giving of class notice under Federal Rules of Civil Procedure 23(c) and (e)) to secure the complete and final dismissal with prejudice of the Litigation as against the Opt-In Settlor.

15. As set forth in Paragraph 40 of the Class Settlement Agreement, no later than 35 days after the end of the Opt-In Period, Plaintiffs will submit to the Court a motion requesting that the Court preliminarily approve this Opt-In Agreement. The motion shall include a proposed form of order preliminarily approving the Opt-In Agreement and enjoining Releasing Parties from prosecuting any Released Claims in any forum until the Effective Date of the Settlement. Unless agreed otherwise, Opt-In Settlor shall not have an opportunity to review and comment on the preliminary approval motion.

16. To the extent the Court finds that this Opt-In Agreement does not meet the standard for preliminary approval, Plaintiffs and Opt-In Settlor will negotiate in good faith to attempt to modify the Opt-In Agreement to be resubmitted for approval, either directly or with the option of seeking assistance of the Special Master for Mediation, and will endeavor to resolve any issues to the satisfaction of the Court.

17. Plaintiffs and Opt-In Settlor agree to the use of the Settlement Administrator to administer the Settlement's notice and claims process. Subject to approval by the Court, the Settlement Administrator will undertake a method of providing notice to the Settlement Class Members of this Opt-In Agreement in conjunction with notice and claims administration of the Class Settlement Agreement that meets the requirements of due process and Federal Rule of Civil

Procedure 23 and is substantially similar to the forms of notice provided under the Class Settlement Agreement. Settlement Class Members who file a claim to receive compensation from the Class Settlement Agreement will be deemed to also make a claim for compensation under this Opt-In Agreement unless they affirmatively state they are not claiming relief under this Opt-In Agreement.

18. To mitigate the costs of notice, Plaintiffs shall endeavor to disseminate a combined notice to the Settlement Class of the Class Settlement Agreement and this Opt-In Agreement along with any other settlements with other opt-in settlors that have been or are reached by the end of the Opt-In Period. The Notice Motion and the Notice Form shall be governed by Sections J, K, and L of the Class Settlement Agreement.

19. Opt-In Settlor agrees to cooperate with Settlement Class Counsel and the Settlement Administrator by providing contact information for Settlement Class Members, to the extent that such information is reasonably accessible and is the type of data provided by the Opt-In Settlor (if any) in Burnett, Gibson or Keel, within 30 days after Settlement Class Counsel files the Notice Motion.

20. Within ten (10) calendar days after the filing with the Court of this Opt-In Agreement and the accompanying motion papers seeking its preliminary approval, the Settlement Administrator shall, at Opt-In Settlor's expense, cause notice of this Opt-In Agreement to be served upon appropriate State and Federal officials as provided in the Class Action Fairness Act, 28 U.S.C. § 1715.

21. In connection with the filing of a motion seeking final approval of the Settlement, Plaintiffs shall timely seek entry of a final judgment and order as to Opt-In Settlor, the terms of which will include, at a minimum, the substance of the following provisions:

- a. certifying the Settlement Class, pursuant to Rule 23 of the Federal Rules of Civil Procedure, solely for purposes of the Settlement;
- b. approving finally the Class Settlement Agreement and Opt-In Agreement and their terms as being a fair, reasonable and adequate settlement as to the Settlement Class Members within the meaning of Rule 23 of the Federal Rules of Civil Procedure and directing its consummation according to its terms;
- c. directing that, as to Opt-In Settlor only, the Litigation be dismissed with prejudice and, except as provided for herein, without costs;
- d. reserving exclusive jurisdiction over the Settlement and this Opt-In Agreement, including the interpretation, administration, consummation, and enforcement of the Settlement, to the United State District Court for the Northern District of Illinois, Eastern Division; and,
- e. determining under Federal Rule of Civil Procedure 54(b) that there is no just reason for delay and directing that the judgment in the Litigation as to Opt-In Settlor shall be final.

22. As of the execution date of this Opt-In Agreement, Plaintiffs and Opt-In Settlor shall be bound by the terms of this Opt-In Agreement and the Opt-In Agreement shall not be rescinded except in accordance with Section J. This Opt-In Agreement shall become Effective only after the occurrence of all conditions set forth above in the definition of the Effective Date.

F. Releases, Discharge, and Covenant Not to Sue

23. Upon the occurrence of the Effective Date, the Releasing Parties expressly and irrevocably waive, and fully, finally, and forever settle, discharge, and release the Released Parties

from any and all manner of claims, demands, actions, suits, and causes of action, whether individual, class, representative, or otherwise in nature, for damages, restitution, disgorgement, interest, costs, expenses, attorneys' fees, fines, civil or other penalties, or other payment of money, or for injunctive, declaratory, or other equitable relief, whenever incurred, whether directly, indirectly, derivatively, or otherwise, whether known or unknown, suspected or unsuspected, in law or in equity, that any Releasing Party ever had, now has, or hereafter can, shall, or may have and that have accrued as of the date of Class Notice of the Settlement arising from or related to the Released Claims. The Released Claims include but are not limited to the antitrust and consumer protection claims brought in the Litigation, as well as any claims that share any or all of the same factual predicates as those claims, including but not limited to similar state and federal statutes and other law potentially applicable to such alleged conduct. In connection therewith, upon the Effective Date of Settlement, each of the Releasing Parties (a) shall forever be enjoined from prosecuting in any forum any Released Claims against any of the Released Parties that accrued from the beginning of time through the date of Class Notice; and (b) agrees and covenants not to sue any of the Released Parties with respect to any Released Claims. For avoidance of doubt, this release extends to, but only to, the fullest extent permitted by law.

24. The Releasing Parties hereby expressly waive and release, solely with respect to the Released Claims, upon this Agreement becoming Effective, any and all provisions, rights, and benefits conferred by Section 1542 of the California Civil Code, which states:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY;

or by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to Section 1542 of the California Civil Code, including but not limited to Section 20-7-11 of the South Dakota Codified Laws, which provides that “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR” or any law or principle of law of any jurisdiction that would limit or restrict the effect or scope of the provisions of the release set forth above, without regard to the subsequent discovery or existence of such other, different, or additional facts. Each Releasing Party may hereafter discover facts other than or different from those which he, she, or it knows or believes to be true with respect to the Released Claims, but each Releasing Party hereby expressly waives and fully, finally, and forever settles and releases, upon this Agreement becoming Effective, any known or unknown, suspected or unsuspected, contingent or non-contingent Released Claim, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

25. The Releasing Parties intend by this Opt-In Agreement to settle with and release only the Released Parties, and Plaintiffs and Opt-In Settlor do not intend this Opt-In Agreement, or any part hereof, or any other aspect of the proposed Settlement or release, to release or otherwise affect in any way any claims concerning product liability, breach of warranty, breach of contract or tort of any kind (other than a breach of contract or tort claim based on a factual predicate in the Litigation), a claim arising out of violation of the Uniform Commercial Code, or personal or bodily injury. The release does not extend to any individual claims that a Settlement Class Member may have against his or her own broker or agent based on a breach of contract, breach of fiduciary duty,

malpractice, negligence or other tort claim, other than a claim that a Settlement Class Member paid an excessive commission or home price based on a factual predicate in the Litigation.

G. Practice Changes

26. As soon as practicable, and in no event later than thirty (30) days after the Effective Date, Opt-In Settlor (defined for purposes of this Paragraph to include Opt-In Settlor's present and future, direct and indirect corporate subsidiaries, related entities and affiliates, predecessors, and successors, and franchisees) will implement or maintain the following Practice Changes:

- i. advise and periodically remind company-owned brokerages, franchisees (if any), and their agents that there is no requirement that they must make offers to or must accept offers of compensation from buyer brokers or other buyer representatives or that, if made, such offers must be blanket, unconditional, or unilateral;
- ii. require that any company-owned brokerages and their agents (and recommend and encourage that any franchisees and their agents) disclose to prospective home sellers and buyers and state in conspicuous language that broker commissions are not set by law and are fully negotiable (a) in their listing agreement if it is not a government or MLS-specified form, (b) in their buyer representation agreement if there is one and it is not a government or MLS-specified form, and (c) in pre-closing disclosure documents if there are any and they are not government or MLS-specified forms. In the event that the listing agreement, buyer representation agreement, or pre-closing disclosure documents is a government or MLS-specified form, then the Opt-In Settlor will require that any company-owned brokerages and their agents (and recommend

- and encourage that any franchisees and their agents) include a disclosure with conspicuous language expressly stating that broker commissions are not set by law and are fully negotiable;
- iii. prohibit all company-owned brokerages and their agents acting as buyer representatives (and recommend and encourage that any franchisees and their agents acting as buyer representatives refrain) from advertising or otherwise representing that their services are free unless they will receive no financial compensation from any source for those services;
 - iv. require that company owned brokerages and their agents disclose at the earliest moment possible any offer of compensation made in connection with each home marketed to prospective buyers in any format;
 - v. prohibit company owned brokerages and their agents (and recommend and encourage that any franchisees and their agents refrain) from utilizing any technology or taking manual actions to filter out or restrict listings that are searchable by and displayed to consumers based on the level of compensation offered to any cooperating broker, unless directed to do so by the client (and eliminate any internal systems or technological processes that may currently facilitate such practices);
 - vi. advise and periodically remind company owned brokerages and their agents of their obligation (and recommend and encourage that any franchisees and their agents) show properties regardless of the existence or amount of compensation offered to buyer brokers or other buyer representatives provided that each such property meets the buyer's articulated purchasing priorities;

vii. for each of the above points, for company owned brokerages, franchisees, and their agents, develop training materials consistent with the above relief and eliminate any contrary training materials currently used.

27. If not automatically terminated earlier by their own terms, the obligations set forth in Paragraph 26 will sunset 5 years after the Effective Date.

28. Opt-In Settlor acknowledges that the Practice Changes set forth herein are a material component of this Opt-In Agreement and agrees to use its best efforts to implement the Practice Changes specified in this Section.

29. If any disputes arise regarding the scope of the foregoing commitments to change practices or compliance with said commitments, Plaintiffs and Opt-In Settlor shall attempt to resolve it by agreement. If they are unable to resolve their dispute, they shall have the option to refer the dispute to the Special Master for Mediation for binding resolution.

30. Opt-In Settlor agrees to provide proof of compliance with these practice changes if requested by Settlement Class Counsel.

H. The Opt-In Settlor Monetary Amount

31. As consideration for the agreements and releases set forth herein, and in exchange for the full, complete, and final settlement of the claims asserted in the Litigation as provided in this Agreement, Opt-In Settlor shall deposit the Opt-In Settlor Monetary Amount into the Escrow Account as follows: in one lump sum within 14 days of the Effective Date.

32. In no event will Opt-In Settlor's monetary liability with respect to the Settlement exceed the Opt-In Settlor Monetary Amount.

33. The Escrow Account and Global Settlement Fund will be administered, and funds from it dispersed and distributed, as set forth in Sections I, M, N, and P of the Class Settlement Agreement.

34. Opt-In Settlor will not have any responsibility for, or liability in connection with, the Global Settlement Fund, including, but not limited to, the investment, administration, maintenance, or distribution thereof.

35. There will be no reduction of the Opt-In Settlor Monetary Amount or the Global Settlement Fund based on any Settlement Class Members who submit requests to be excluded from the Settlement. If the Settlement becomes Effective, no proceeds from the Settlement will revert to Opt-In Settlor regardless of the claims that are made.

36. As set forth in Section M of the Class Settlement Agreement, the distribution of the Global Settlement Fund shall be administered pursuant to the Plan of Allocation proposed by Settlement Class Counsel in their sole discretion and subject to the approval of the Court. Opt-In Settlor will have no participatory or approval rights with respect to the Plan of Allocation. It is understood and agreed by Plaintiffs and Opt-In Settlor that any proposed Plan of Allocation, including, but not limited to, any adjustments to the amount(s) of Settlement Class Members' payments, is completely independent of and is not a part of this Opt-In Agreement and is to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of this Opt-In Agreement. Plaintiffs and Opt-In Settlor shall be bound by the terms of this Opt-In Agreement irrespective of whether the Court or any other court, including on any appeal, disapproves or modifies the Plan of Allocation, and any modification or rejection of the Plan of Allocation shall not affect the validity or enforceability of this Opt-In Agreement or otherwise operate to terminate, modify, or cancel this Opt-In Agreement. Neither the Opt-In Settlor

nor any other Released Party under this Agreement shall have any responsibility for, or interest in, or liability whatsoever with respect to the allocation among Settlement Class Counsel, Plaintiffs, and/or any other person who may assert some claim thereto, of any fee and expense award that the Court may make in the Litigation.

37. Subject to the terms of the Class Settlement Agreement, and subject to Court approval, Plaintiffs may apply to the Court for an award of past, current, or future reasonable litigation costs and expenses, an award of reasonable attorneys' fees, and any service award(s) to the class representative(s). Any such awards shall be payable solely from the Global Settlement Fund, including the Opt-In Settlor Monetary Amount, subject to Court approval.

38. The procedure for and the allowance or disallowance by the Court of the application by Settlement Class Counsel for attorneys' fees, costs and expenses, or service awards for the class representative(s) to be paid out of the Global Settlement Fund are not part of this Agreement, and are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness and adequacy of the Settlement, and any Order or proceeding relating to a request for attorneys' fees and reimbursement of expenses or service awards, or any appeal from any such Order, shall not operate to terminate or cancel this Agreement, or affect or delay the finality of the judgment approving the Settlement. Except as otherwise provided herein, Opt-In Settlor nor any other Released Party under this Agreement shall have any responsibility for, or interest in, or liability whatsoever with respect to any payment to Settlement Class Counsel and/or Plaintiffs or any fee and expense award, or service award, in the Litigation. The Releasing Parties will look solely to the Global Settlement Fund for monetary relief and satisfaction against the Released Parties of all Released Claims and shall have no other recovery against Opt-In Settlor or the Released Parties.

39. Opt-In Settlor has no responsibility to make any filings relating to the Global Settlement Fund or to pay taxes or tax expenses with respect thereto, and has no liability or responsibility for the taxes or expenses incurred in connection with taxation matters.

J. Rescission

40. This Opt-In Agreement will be deemed rescinded 30 days after an Order from the Court declining to certify the Settlement Class as defined in the Class Settlement Agreement and this Opt-In Agreement, declining to grant preliminary or final approval of the Settlement or this Opt-In Agreement in all material respects, or materially modifying or setting aside this Opt-In Agreement or any judgment approving this Settlement in any material respects on appeal, unless Plaintiffs and Opt-In Settlor agree in writing that the Opt-In Agreement shall continue within twenty-nine (29) days of the order.

41. A modification or reversal on appeal of any amount of the Global Settlement Fund that the Court authorizes to be used to pay Plaintiffs' fees or litigation expenses or service awards shall not be deemed a modification of all or a part of the terms of this Opt-In Agreement or the final judgment and order.

42. If the Class Settlement Agreement is rescinded pursuant to Section P of the Class Settlement Agreement, then Settlement Class Counsel shall provide Opt-In Settlor notice of the rescission and this Opt-In Agreement shall also be rescinded unless Plaintiffs and Opt-In Settlor agree in writing within ten (10) days of the event triggering rescission that this Opt-In Agreement shall continue.

43. If this Opt-In Agreement is rescinded, Plaintiffs and Opt-In Settlor agree that pending deadlines applicable to Opt-In Settlor in the Litigation (if any) that were mooted by the execution of this Opt-In Agreement shall be reset, and no Party shall contend that filing or renewal

of any motions or pleadings were rendered untimely or were waived by operation of this Opt-In Agreement.

44. If this Opt-In Agreement is rescinded, Opt-In Settlor will no longer be a Released Party, it will not be bound by this Opt-In Agreement, and the Settlement Administrator shall return Opt-In Settlor's Balance (defined below) to Opt-In Settlor from the Escrow Account within thirty (30) days of the rescission (the "Rescission Date"). Opt-In Settlor's Balance is equal to the Opt-In Settlor's Monetary Amount paid into the Escrow Account as of the Rescission Date, less the Opt-In Settlor's Share (defined below) of permitted expenses paid from or incurred against the Global Settlement Fund as of the Rescission Date, plus the Opt-In Settlor's Share of interest paid into or accrued in the Global Settlement Fund as of the date of the Rescission Date. The Opt-In Settlor's Share is equal to the amount of the Opt-In Settlor Monetary Amount paid into the Global Settlement Fund as of the Rescission Date divided by the total of all Settling Defendants' and opt-in settlors' Monetary Amounts paid into the Escrow Account as of the Rescission Date.

45. Opt-In Settlor does not waive, and hereby expressly reserves, all of its legal rights and defenses, including, but not limited to, any defenses relating to the lack of personal jurisdiction, in the event of the rescission of this Agreement.

46. Opt-In Settlor warrants and represents that it is not "insolvent" within the meaning of applicable bankruptcy laws as of the time this Opt-In Agreement is executed. In the event of a final order of a court of competent jurisdiction, not subject to any further proceedings, determining the transfer of the Opt-In Settlor's Monetary Amount, or any portion thereof, by or on behalf of Opt-In Settlor to be a preference, voidable transfer, fraudulent transfer or similar transaction under Title 11 of the United States Code (Bankruptcy) or applicable state law and any portion thereof is required to be refunded and such amount is not promptly deposited in the Escrow Account by or

on behalf of Opt-In Settlor, then, at the election of Class Counsel, this Opt-In Agreement may be terminated and the releases given and the judgment entered as to Opt-In Settlor pursuant to the Settlement shall be null and void.

K. Miscellaneous

47. This Opt-In Agreement and any actions taken to carry out the Settlement are not intended to be, nor shall they be deemed or construed to be, an admission or concession of liability or of the truth or validity of any claim or allegation, defense, or point of fact or law on the part of any party. Opt-In Settlor denies the material allegations in the Litigation. This Opt-In Agreement, the fact of the Settlement, any approval proceedings, the negotiations as to the Settlement and this Opt-In Agreement, and any related documents, shall not be used as an admission of any fault or omission by Opt-In Settlor, or be offered in evidence as an admission, concession, presumption, or inference of any wrongdoing by Opt-In Settlor in any proceeding.

48. Any disputes between Plaintiffs and Opt-In Settlor concerning this Opt-In Agreement shall, if they cannot be resolved, be presented to the Special Master for Mediation for assistance in mediating a resolution.

49. The provisions of this Opt-In Agreement shall, where possible, be interpreted in a manner to sustain their legality and enforceability.

50. Any disputes relating to this Opt-In Agreement will be governed by Illinois law without regard to conflicts of law provisions.

51. The Court shall retain jurisdiction over the interpretation, approval, implementation, and enforcement of the Class Settlement Agreement, the Settlement, and this Opt-In Agreement, but will not use that stipulation or Opt-In Settlor's agreement to be governed by Illinois law as grounds for personal jurisdiction over an Opt-In Settlor in any litigation unrelated

to the interpretation, approval, implementation, or enforcement of this Opt-In Agreement, including, but not limited to, litigation of claims or potential claims against Opt-In Settlor in the event that the Class Settlement Agreement and/or this Opt-In Agreement is rescinded. For the avoidance of doubt, Opt-In Settlor does not waive but rather reserves all defenses and rights, including, but not limited to, those concerning personal jurisdiction and failure to state a claim.

52. The Class Settlement Agreement (including the Exhibits and Appendices attached thereto) and this Opt-In Agreement constitute the entire agreement among Plaintiffs and Opt-In Settlor pertaining to the Settlement and resolution of any claims or potential claims against Opt-In Settlor. This Opt-In Agreement may be modified or amended only by a writing executed by Plaintiffs and Opt-In Settlor.

53. Opt-In Settlor acknowledges that it has been and is being fully advised by competent legal counsel of Opt-In Settlor's own choice and fully understands the terms and conditions of the Class Settlement Agreement and this Opt-In Agreement, and the meaning and import thereof, and that Opt-In Settlor's execution of this Opt-In Agreement is with the advice of such Opt-In Settlor's counsel and of Opt-In Settlor's own free will. Opt-In Settlor submits to the exclusive jurisdiction of the Court for the purposes of interpreting and enforcing the terms of this Opt-In Agreement, including but not limited to, the practice changes contained therein. Plaintiffs and Opt-In Settlor each represents and warrants that it has sufficient information to reach an informed decision and has, independently and without relying upon other parties, and based on such information as it has deemed appropriate, made its own decision to enter into this Opt-In Agreement and was not fraudulently or otherwise wrongfully induced to enter into this Opt-In Agreement.

54. Each of the undersigned attorneys represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Opt-In Agreement.

FOR PLAINTIFFS & SETTLEMENT CLASS COUNSEL

By:

Dated: _____

FOR HOMESMART INTERNATIONAL, LLC

Matt Widdows

By:

Dated: 3/26/2026

54. Each of the undersigned attorneys represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Opt-In Agreement.

FOR PLAINTIFFS & SETTLEMENT CLASS COUNSEL

Paul Geske
By: Paul Geske

Dated: March 28, 2026

FOR HOMESMART INTERNATIONAL, LLC

By:

Dated: _____

Exhibit 4

according to the terms set forth below is fair, reasonable, and adequate and in the best interest of Plaintiffs and the other Settlement Class Members;

WHEREAS, Opt-In Settlor denies Plaintiffs' allegations and any charges of wrongdoing or liability of any kind but nevertheless has decided to enter into this Opt-In Agreement to avoid the expense, inconvenience, and the distraction of burdensome and protracted litigation, to obtain the nationwide releases, orders, and judgment contemplated by the Class Settlement Agreement and this Opt-In Agreement, and to put to rest with finality all claims and allegations that Plaintiffs and Settlement Class Members have or could have asserted against Opt-In Settlor; and

WHEREAS, Opt-In Settlor has agreed, in addition to providing the monetary compensation set forth below, to implement certain practice changes, each as set forth in this Opt-In Agreement.

NOW, THEREFORE, in consideration of the agreements and releases set forth herein and other good and valuable consideration, and intending to be legally bound, it is agreed by and between Plaintiffs, individually and on behalf of the Settlement Class, and Opt-In Settlor that certain actual or potential claims be settled, compromised, and dismissed with prejudice as to Opt-In Settlor and, except as hereinafter provided, without costs as to Plaintiffs, the Settlement Class, or Opt-In Settlor, subject to the approval of the Court, on the following terms and conditions:

B. Definitions

Plaintiffs and Opt-In Settlor agree that the capitalized terms used in this Opt-In Agreement shall be defined and interpreted in accordance with the definitions set forth in the Class Settlement Agreement unless otherwise specified herein. The following terms, as used in this Opt-In Agreement only, have the following meanings:

1. "Class Period" with respect to Opt-In Settlor means:
 - i. From January 25, 2006 to date of Class Notice for homes in Puerto Rico;

- ii. From January 25, 2011 to date of Class Notice for homes in Rhode Island and Louisiana;
- iii. From January 25, 2013 to date of Class Notice for homes in Wyoming;
- iv. 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;
- v. From January 25, 2016 to date of Class Notice for homes in Arkansas, Kentucky, Illinois, Iowa, Missouri, Utah, and West Virginia;
- vi. 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;
- vii. From January 25, 2018 to the date of Class Notice for homes in Alaska, Colorado, Kansas, Maryland, Mississippi, Montana, Oklahoma, South Carolina, and Washington; and
- viii. From January 25, 2019 to date of Class Notice for homes in Texas and for all other homes across the United States.

2. “Effective” means that all conditions set forth below in the definition of “Effective Date” have occurred.

3. “Effective Date” means the date when both of the following conditions have occurred: (a) the Court has entered a final judgment and order approving the Class Settlement Agreement and this Opt-In Agreement under Rule 23(e) of the Federal Rules of Civil Procedure and dismissing the Litigation with prejudice; and (b) the time for appeal or to seek permission to

appeal from the Court’s approval of the Class Settlement Agreement and this Opt-In Agreement and the entry of a final judgment has expired (including, for avoidance of doubt, expiration of the time to file a petition for writ of certiorari with the U.S. Supreme Court or the disposition of any such petition) or, if appealed, approval of the Class Settlement Agreement and this Opt-In Agreement and the final judgment have been affirmed in their entirety by the court of last resort to which such appeal has been taken and such affirmance is no longer subject to further appeal or review. It is agreed that neither the provisions of Federal Rule of Civil Procedure 60 nor the All Writs Act, 28 U.S.C. § 1651, shall be considered in determining the above-stated times.

4. “Hooper” means the case captioned *1925 Hooper LLC et al. v. The Nat’l Ass’n of Realtors et al.*, No. 1:23-cv-5392-MHC (N.D. Ga.).

5. “Keel II” means the case captioned *Keel et al. v. Charles Rutenberg Realty, Inc. et al.*, No. 4:25-cv-00759-SRB (W.D. Mo.).

6. “Lutz” means the case captioned *Lutz et al. v. HomeServices of America, Inc. et al.*, No. 24-cv-10040 (S.D. Fl.).

7. “Released Claims” means 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 or in *Batton v. The National Association of REALTORS*, No. 21-cv-00430 (N.D. Ill.) 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 directly or indirectly to brokerages, or the impact of the foregoing on the purchase price, in connection with the purchase of residential real estate.

8. “Released Parties” means:

- i. Opt-In Settlor and all of its 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, 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 and licensees' officers, directors, shareholders, managers, managing directors, employees, agents, and independent contractors.
- ii. Any REALTORS® (persons who are members of the National Association of REALTORS®), REALTOR-Associate® Members, and REALTOR® Member Boards that do not operate an unincorporated multiple listing service, and all of their respective past and present, direct and indirect, predecessors, successors (all as defined in SEC rule 12b-2 promulgated pursuant to the Securities Exchange Act of 1934), and all of their officers, directors, managing directors, employees, agents, contractors, independent contractors, attorneys, legal or other representatives, accountants, auditors, experts, trustees, trusts, heirs, beneficiaries, estates, executors, administrators, insurers, and assigns, that (i) is a member of the National Association of REALTORS® on the date of Class Notice; (ii) complies with NAR rules and policies as reflected in the practice changes in Paragraph 30

of this Opt-In Agreement; and (iii) does not assert any claims in the time period specified in Paragraph 32 they may have against the National Association of REALTORS®, any REALTOR® Member Boards, or any REALTOR® MLS based on any or all of the same factual predicates for the claims alleged in the Litigation or the practice changes in this Opt-In Agreement. Any Settlement Class Member shall have the right to inquire of the National Association of REALTORS® as to whether a person is a REALTOR®, REALTOR-Associate® Member, or REALTOR® Member Board and has satisfied the conditions for being a “Released Party,” and the National Association of REALTORS® shall promptly provide this information.

- iii. Any REALTOR® MLS (including a REALTOR® Member Board that operates an unincorporated multiple listing service), including its respective past and present, direct and indirect, subsidiaries, predecessors, successors (all as defined in SEC rule 12b-2 promulgated pursuant to the Securities Exchange Act of 1934), and all of their officers, directors, managing directors, employees, agents, contractors, independent contractors, attorneys, legal or other representatives, accountants, auditors, experts, trustees, trusts, heirs, beneficiaries, estates, executors, administrators, insurers, and assigns, provided the REALTOR® MLS (i) complies with NAR rules and policies as reflected in the practice changes in Paragraph 30 of this Opt-In Agreement; and (ii) does not assert any claims in the time period specified in Paragraph 32, they may have against the National

Association of REALTORS®, any REALTOR® Member Boards, or any REALTOR® MLS based on any or all of the same factual predicates for the claims alleged in the Litigation or the practice changes in this Opt-In Agreement.

- iv. Any non-REALTOR® MLS (including a REALTOR® Member Board that operates an unincorporated multiple listing service), including its respective past and present, direct and indirect, subsidiaries, predecessors, successors (all as defined in SEC rule 12b-2 promulgated pursuant to the Securities Exchange Act of 1934), and all of their officers, directors, managing directors, employees, agents, contractors, independent contractors, attorneys, legal or other representatives, accountants, auditors, experts, trustees, trusts, heirs, beneficiaries, estates, executors, administrators, insurers, and assigns, but only if that non-REALTOR® MLS (i) complies with NAR rules and policies as reflected in the practice changes in Paragraph 30 of this Opt-In Agreement; (ii) does not assert any claims in the time period specified in Paragraph 32, they may have against the National Association of REALTORS®, any REALTOR® Member Boards, or any REALTOR® MLS based on any or all of the same factual predicates for the claims alleged in the Litigation or the practice changes in this Opt-In Agreement.
- v. Any real estate brokerage, including all of their respective past, present, and future, direct and indirect, subsidiaries, predecessors, successors (all as defined in SEC rule 12b-2 promulgated pursuant to the Securities Exchange

Act of 1934), and all of their franchisees, officers, directors, managing directors, employees, agents, contractors, independent contractors, attorneys, legal or other representatives, accountants, auditors, experts, trustees, trusts, heirs, beneficiaries, estates, executors, administrators, insurers, and assigns, but only if that brokerage (i) has a REALTOR® as a Principal with membership in the National Association of REALTORS® on the date of Class Notice; (ii) has a Principal who was a Participant in any MLS (including a Member Board that operates an unincorporated multiple listing service) at any time during the Class Period; (iii) complies with NAR rules and policies as reflected in the practice changes in Paragraph 30 of this Opt-In Agreement; and (iv) does not assert any claims, in the time period specified in Paragraph 32, they may have against the National Association of REALTORS®, any REALTOR® Member Boards, or any REALTOR® MLS based on any or all of the same factual predicates for the claims alleged in the Litigation or the practice changes in this Opt-In Agreement. Any Settlement Class Member shall have the right to inquire of the National Association of REALTORS® as to whether a Person is a REALTOR®, REALTOR-Associate® Member, or REALTOR® Member Board and has satisfied the conditions for being a “Released Party,” and the National Association of REALTORS® shall promptly provide this information.

- vi. Notwithstanding the foregoing, “Released Parties” as used in this Opt-In Agreement shall not include any persons or entities that have 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 Opt-In Settlor announces this Settlement publicly, including, for avoidance of doubt, the defendants that are or were named in the Litigation, Burnett, Gibson, Keel, Keel II, Hooper, or Lutz.

- vii. This Opt-In Agreement shall not result in the release of any claims against any other party or non-party not specifically listed herein.

9. “Releasing Parties” means Plaintiffs and any Settlement Class Members, including any of their immediate family members, heirs, representatives, administrators, executors, devisees, legatees, and estates, acting in their capacity as such; and for entities including any of their past, present or future officers, directors, members, shareholders, managers, insurers, general or limited partners, divisions, stockholders, agents, attorneys, employees, legal representatives, trustees, parents, associates, affiliates, joint ventures, subsidiaries, heirs, executors, administrators, predecessors, successors and assigns, acting in their capacity as such solely with respect to the claims based on or derived from claims of the Plaintiffs or the Settlement Class Members.

10. “Settlement” means the settlement of the Released Claims against Opt-In Settlor and the Released Parties as contemplated by the Class Settlement Agreement and this Opt-In Agreement.

11. “Settlement Class” means the class of persons that will be certified by the Court for Settlement purposes defined in Paragraph 15 of the Class Settlement Agreement. The Settlement Class shall not include individuals who have separately released the Released Claims against Opt-In Settlor in a court approved class settlement in Burnett, Gibson, Keel, Keel II, or Hooper, but only as to Opt-In Settlor.

12. “Opt-In Settlor Monetary Amount” shall be \$52,250,000.00.

C. Operation of the Settlement

13. Plaintiffs and Opt-In Settlor agree that, as a condition precedent for this Opt-In Agreement to become effective, Opt-In Settlor has delivered to Settlement Class Counsel an executed version of this Opt-In Agreement and confirmation in writing that Opt-In Settlor has selected Option 1 as defined in Section G of the Class Settlement Agreement.

14. As a condition for being a Released Party, Opt-In Settlor agrees to be bound by this Opt-In Agreement, including the practice changes reflected in Section G of this Opt-In Agreement.

D. Stipulation to Class Certification

15. Plaintiffs and Opt-In Settlor hereby stipulate, for purposes of the Settlement only, that the requirements of Federal Rules of Civil Procedure 23(a), 23(b)(2), and 23(b)(3) are satisfied and, subject to Court approval, the Settlement Class shall be certified for settlement purposes. The Plaintiffs and Opt-In Settlor further stipulate that if, for any reason, the Settlement is rescinded, then the Plaintiffs' and Opt-In Settlor's stipulation to class certification as part of the Settlement shall become null and void.

16. The Class Settlement Agreement, this Opt-In Agreement, and any statement, transaction, or proceeding in connection with the negotiation, execution, or implementation of the Opt-In Agreement, shall not be construed as or deemed to be evidence of an admission or concession by Opt-In Settlor that a class should be or should have been certified for any purposes other than for purposes of the Settlement, and none of them shall be admissible in evidence for any such purpose in any proceeding.

17. Opt-In Settlor reserves all of its legal rights and defenses with respect to any claims brought by individuals who timely and validly request to be excluded from the Settlement Class.

E. Approval of this Opt-In Agreement

18. The Plaintiffs and Opt-In Settlor agree to make reasonable best efforts to effectuate this Opt-In Agreement in conjunction with the Settlement, including, but not limited to, seeking the Court's approval of procedures (including the giving of class notice under Federal Rules of Civil Procedure 23(c) and (e)) to secure the complete and final dismissal with prejudice of the Litigation as against the Opt-In Settlor.

19. As set forth in Paragraph 40 of the Class Settlement Agreement, no later than 35 days after the end of the Opt-In Period, Plaintiffs will submit to the Court a motion requesting that the Court preliminarily approve this Opt-In Agreement. The motion shall include a proposed form of order preliminarily approving the Opt-In Agreement and enjoining Releasing Parties from prosecuting any Released Claims in any forum until the Effective Date of the Settlement. Unless agreed otherwise, Opt-In Settlor shall not have an opportunity to review and comment on the preliminary approval motion.

20. To the extent the Court finds that this Opt-In Agreement does not meet the standard for preliminary approval, Plaintiffs and Opt-In Settlor will negotiate in good faith to attempt to modify the Opt-In Agreement to be resubmitted for approval, either directly or with the option of seeking assistance of the Special Master for Mediation, and will endeavor to resolve any issues to the satisfaction of the Court.

21. Plaintiffs and Opt-In Settlor agree to the use of the Settlement Administrator to administer the Settlement's notice and claims process. Subject to approval by the Court, the Settlement Administrator will undertake a method of providing notice to the Settlement Class Members of this Opt-In Agreement in conjunction with notice and claims administration of the Class Settlement Agreement that meets the requirements of due process and Federal Rule of Civil

Procedure 23 and is substantially similar to the forms of notice provided under the Class Settlement Agreement. Settlement Class Members who file a claim to receive compensation from the Class Settlement Agreement will be deemed to also make a claim for compensation under this Opt-In Agreement unless they affirmatively state they are not claiming relief under this Opt-In Agreement.

22. To mitigate the costs of notice, Plaintiffs shall endeavor to disseminate a combined notice to the Settlement Class of the Class Settlement Agreement and this Opt-In Agreement along with any other settlements with other opt-in settlors that have been or are reached by the end of the Opt-In Period. The Notice Motion and the Notice Form shall be governed by Sections J, K, and L of the Class Settlement Agreement.

23. Opt-In Settlor agrees to cooperate with Settlement Class Counsel and the Settlement Administrator by providing contact information for Settlement Class Members, to the extent that such information is reasonably accessible and is the type of data provided by the Opt-In Settlor (if any) in Burnett, Gibson or Keel, within 30 days after Settlement Class Counsel files the Notice Motion.

24. Within ten (10) calendar days after the filing with the Court of this Opt-In Agreement and the accompanying motion papers seeking its preliminary approval, the Settlement Administrator shall, at Opt-In Settlor's expense, cause notice of this Opt-In Agreement to be served upon appropriate State and Federal officials as provided in the Class Action Fairness Act, 28 U.S.C. § 1715.

25. In connection with the filing of a motion seeking final approval of the Settlement, Plaintiffs shall timely seek entry of a final judgment and order as to Opt-In Settlor, the terms of which will include, at a minimum, the substance of the following provisions:

- a. certifying the Settlement Class, pursuant to Rule 23 of the Federal Rules of Civil Procedure, solely for purposes of the Settlement;
- b. approving finally the Class Settlement Agreement and Opt-In Agreement and their terms as being a fair, reasonable and adequate settlement as to the Settlement Class Members within the meaning of Rule 23 of the Federal Rules of Civil Procedure and directing its consummation according to its terms;
- c. directing that, as to Opt-In Settlor only, the Litigation be dismissed with prejudice and, except as provided for herein, without costs;
- d. reserving exclusive jurisdiction over the Settlement and this Opt-In Agreement, including the interpretation, administration, consummation, and enforcement of the Settlement, to the United State District Court for the Northern District of Illinois, Eastern Division; and,
- e. determining under Federal Rule of Civil Procedure 54(b) that there is no just reason for delay and directing that the judgment in the Litigation as to Opt-In Settlor shall be final.

26. As of the execution date of this Opt-In Agreement, Plaintiffs and Opt-In Settlor shall be bound by the terms of this Opt-In Agreement and the Opt-In Agreement shall not be rescinded except in accordance with Section J. This Opt-In Agreement shall become Effective only after the occurrence of all conditions set forth above in the definition of the Effective Date.

F. Releases, Discharge, and Covenant Not to Sue

27. Upon the occurrence of the Effective Date, the Releasing Parties expressly and irrevocably waive, and fully, finally, and forever settle, discharge, and release the Released Parties

from any and all manner of claims, demands, actions, suits, and causes of action, whether individual, class, representative, or otherwise in nature, for damages, restitution, disgorgement, interest, costs, expenses, attorneys' fees, fines, civil or other penalties, or other payment of money, or for injunctive, declaratory, or other equitable relief, whenever incurred, whether directly, indirectly, derivatively, or otherwise, whether known or unknown, suspected or unsuspected, in law or in equity, that any Releasing Party ever had, now has, or hereafter can, shall, or may have and that have accrued as of the date of Class Notice of the Settlement arising from or related to the Released Claims. The Released Claims include but are not limited to the antitrust and consumer protection claims brought in the Litigation, as well as any claims that share any or all of the same factual predicates as those claims, including but not limited to similar state and federal statutes and other law potentially applicable to such alleged conduct. In connection therewith, upon the Effective Date of Settlement, each of the Releasing Parties (a) shall forever be enjoined from prosecuting in any forum any Released Claims against any of the Released Parties that accrued from the beginning of time through the date of Class Notice; and (b) agrees and covenants not to sue any of the Released Parties with respect to any Released Claims. For avoidance of doubt, this release extends to, but only to, the fullest extent permitted by law.

28. The Releasing Parties may hereafter discover facts other than or different from those which they now know or believe to be true with respect to the subject matter of the Released Claims. Nevertheless, the Releasing Parties expressly, fully, finally, and forever settle and release, and, upon the Effective Date, shall be deemed to have, and by operation of the final judgment and order of dismissal shall have, fully, finally, and forever settled and released, any and all Released Claims, without regard to the subsequent discovery or existence of such other, different, or additional facts. The Releasing Parties hereby expressly waive and release, solely with respect to

the Released Claims, upon this Agreement becoming Effective, any and all provisions, rights, and benefits conferred by Section 1542 of the California Civil Code, which states:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY;

or by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to Section 1542 of the California Civil Code, including but not limited to Section 20-7-11 of the South Dakota Codified Laws, which provides that “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR” or any law or principle of law of any jurisdiction that would limit or restrict the effect or scope of the provisions of the release set forth above, without regard to the subsequent discovery or existence of such other, different, or additional facts. Each Releasing Party may hereafter discover facts other than or different from those which he, she, or it knows or believes to be true with respect to the Released Claims, but each Releasing Party hereby expressly waives and fully, finally, and forever settles and releases, upon this Agreement becoming Effective, any known or unknown, suspected or unsuspected, contingent or non-contingent Released Claim, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

29. The Releasing Parties intend by this Opt-In Agreement to settle with and release only the Released Parties, and Plaintiffs and Opt-In Settlor do not intend this Opt-In Agreement,

or any part hereof, or any other aspect of the proposed Settlement or release, to release or otherwise affect in any way any claims concerning product liability, breach of warranty, breach of contract or tort of any kind (other than a breach of contract or tort claim based on a factual predicate in the Litigation), a claim arising out of violation of the Uniform Commercial Code, or personal or bodily injury. The release does not extend to any individual claims that a Settlement Class Member may have against his or her own broker or agent based on a breach of contract, breach of fiduciary duty, malpractice, negligence or other tort claim, other than a claim that a Settlement Class Member paid an excessive commission or home price based on a factual predicate in the Litigation.

G. Practice Changes

30. As soon as practicable, and in no event later than thirty (30) days after the Effective Date, Opt-In Settlor (defined for purposes of this Paragraph to include Opt-In Settlor's present and future, direct and indirect corporate subsidiaries, related entities and affiliates, predecessors, and successors, and franchisees) will implement or maintain the following Practice Changes:

- i. eliminate and prohibit any requirement by Opt-In Settlor, REALTOR® MLSs, or Member Boards that listing brokers or sellers must make offers of compensation to buyer brokers or other buyer representatives (either directly or through buyers), and eliminate and prohibit any requirement that such offers, if made, must be blanket, unconditional, or unilateral;
- ii. prohibit REALTOR® MLS Participants, subscribers, other real estate brokers, other real estate agents, and their sellers from (a) making offers of compensation on the MLS to buyer brokers or other buyer representatives (either directly or through buyers) or (b) disclosing on the MLS listing

- broker compensation or total broker compensation (i.e., the combined compensation to both listing brokers and cooperating brokers);
- iii. require that that all REALTOR® MLS Participants working with a buyer enter into a written agreement before the buyer tours any home with the following:
- a. to the extent such a REALTOR® or Participant will receive compensation from any source, the agreement must specify and conspicuously disclose the amount or rate of compensation it will receive or how this amount will be determined;
 - b. the amount of compensation reflected must be objectively ascertainable and may not be open-ended (e.g., “buyer broker compensation shall be whatever amount the seller is offering to the buyer”); and
 - c. such a REALTOR® or Participant may not receive compensation for brokerage services from any source that exceeds the amount or rate agreed to in the agreement with the buyer;
- iv. prohibit REALTORS® and REALTOR® MLS Participants from representing to a client or customer that their brokerage services are free or available at no cost to their clients, unless they will receive no financial compensation from any source for those services;
- v. require REALTORS® and REALTOR® MLS Participants acting for sellers to conspicuously disclose to sellers and obtain seller approval for any payment or offer of payment that the listing broker or seller will make to

another broker, agent, or other representative (e.g., a real estate attorney) acting for buyers; and such disclosure must be in writing, provided in advance of any payment or agreement to pay to another broker acting for buyers, and specify the amount or rate of any such payment;

- vi. require REALTORS® and REALTOR® MLS Participants to disclose to prospective sellers and buyers in conspicuous language that broker commissions are not set by law and are fully negotiable (a) in their listing agreement if it is not a government-specified form, (b) in their agreement with buyers if it is not a government-specified form, and (c) in pre-closing disclosure documents if there are any and they are not government-specified forms. In the event that the listing agreement, buyer representation agreement, or pre-closing disclosure documents are a government form, then REALTORS® and REALTOR® MLS Participants must include a disclosure with conspicuous language expressly stating that broker commissions are not set by law and are fully negotiable.;
- vii. require that REALTORS® and REALTOR® MLS Participants and subscribers must not filter out or restrict MLS listings communicated to their customers or clients based on the existence or level of compensation offered to the buyer broker or other buyer representative assisting the buyer unless directed to do so by the client (and eliminate any internal systems or technological processes that may currently facilitate such practices);

- viii. develop educational materials that reflect and are consistent with each provision in these practice changes, and eliminate educational materials, if any, that are contrary to it.

31. The practice changes in Paragraph 30 of this Opt-In Agreement shall not prevent sellers from offering buyer concessions on a REALTOR® MLS (e.g., for buyer closing costs), so long as such concessions are not limited to or conditioned on the retention of or payment to a cooperating broker, buyer broker, or other buyer representative.

32. If not automatically terminated earlier by their own terms, the obligations set forth in Paragraph 30 will sunset 3 years after Opt-In Settlor makes the final installment payment as set forth below in Paragraph 36. Moreover, if an action is brought against Opt-In Settlor by the United States Department of Justice, United States Federal Trade Commission, or any State Attorney General and a final judgment is entered by a court (with all stay rights exhausted) which requires Opt-In Settlor to adopt any practice changes that are inconsistent with the practice changes required by this Opt-In Agreement, Opt-In Settlor may comply with the terms of such judgment, unless the judgment is reversed or vacated, notwithstanding the practice changes specified in this Opt-In Agreement. In such circumstance, Opt-In Settlor will continue to be obligated to observe the practice changes specified in this Opt-In Agreement that are not affected by any such judgment.

33. Opt-In Settlor acknowledges that the Practice Changes set forth herein are a material component of this Opt-In Agreement and agrees to use its best efforts to implement the Practice Changes specified in this Section.

34. If any disputes arise regarding the scope of the foregoing commitments to change practices or compliance with said commitments, Plaintiffs and Opt-In Settlor shall attempt to

resolve it by agreement. If they are unable to resolve their dispute, they shall have the option to refer the dispute to the Special Master for Mediation for binding resolution.

35. Opt-In Settlor agrees to provide proof of compliance with these practice changes if requested by Settlement Class Counsel.

H. The Opt-In Settlor Monetary Amount

36. As consideration for the agreements and releases set forth herein, and in exchange for the full, complete, and final settlement of the claims asserted in the Litigation as provided in this Agreement, Opt-In Settlor shall deposit the Opt-In Settlor Monetary Amount into the Escrow Account in six installments as follows:

- i. Opt-In Settlor will deposit \$3,000,000.00 into a sub-account within the Escrow Account assigned to Opt-In Settlor within 60 days after the Court enters an order granting final approval of the Settlement and this Opt-In Agreement;
- ii. Opt-In Settlor will deposit \$3,000,000.00 into the Escrow Account by June 1, 2028 or within one year after the Effective Date, whichever is later;
- iii. Opt-In Settlor will deposit \$6,000,000.00 into the Escrow Account within one year after payment of the second installment set forth above;
- iv. Opt-In Settlor will deposit \$9,000,000.00 into the Escrow Account within one year after payment of the third installment set forth above;
- v. Opt-In Settlor will deposit \$13,000,000.00 into the Escrow Account within one year after payment of the fourth installment set forth above; and
- vi. Opt-In Settlor will deposit \$18,250,000.00 into the Escrow Account within one year after payment of the fifth installment set forth above.

37. In no event will Opt-In Settlor's monetary liability with respect to the Settlement exceed the Opt-In Settlor Monetary Amount.

38. The Escrow Account and Global Settlement Fund will be administered, and funds from it dispersed and distributed, as set forth in Sections I, M, N, and P of the Class Settlement Agreement. All interest accrued on the Opt-In Settlor Monetary Amount will remain in the Global Settlement Fund and be distributed in accordance with the terms of the Class Settlement Agreement.

39. Opt-In Settlor will not have any responsibility for, or liability in connection with, the Global Settlement Fund, including, but not limited to, the investment, administration, maintenance, or distribution thereof.

40. There will be no reduction of the Opt-In Settlor Monetary Amount or the Global Settlement Fund based on any Settlement Class Members who submit requests to be excluded from the Settlement. If the Settlement becomes Effective, no proceeds from the Settlement will revert to Opt-In Settlor regardless of the claims that are made.

41. As set forth in Section M of the Class Settlement Agreement, the distribution of the Global Settlement Fund shall be administered pursuant to the Plan of Allocation proposed by Settlement Class Counsel in their sole discretion and subject to the approval of the Court. Opt-In Settlor will have no participatory or approval rights with respect to the Plan of Allocation. It is understood and agreed by Plaintiffs and Opt-In Settlor that any proposed Plan of Allocation, including, but not limited to, any adjustments to the amount(s) of Settlement Class Members' payments, is completely independent of and is not a part of this Opt-In Agreement and is to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of this Opt-In Agreement. Plaintiffs and Opt-In Settlor shall be bound by the terms

of this Opt-In Agreement irrespective of whether the Court or any other court, including on any appeal, disapproves or modifies the Plan of Allocation, and any modification or rejection of the Plan of Allocation shall not affect the validity or enforceability of this Opt-In Agreement or otherwise operate to terminate, modify, or cancel this Opt-In Agreement. Neither the Opt-In Settlor nor any other Released Party under this Agreement shall have any responsibility for, or interest in, or liability whatsoever with respect to the allocation among Settlement Class Counsel, Plaintiffs, and/or any other person who may assert some claim thereto, of any fee and expense award that the Court may make in the Litigation.

42. Subject to the terms of the Class Settlement Agreement, and subject to Court approval, Plaintiffs may apply to the Court for an award of past, current, or future reasonable litigation costs and expenses, an award of reasonable attorneys' fees, and any service award(s) to the class representative(s). Any such awards shall be payable solely from the Global Settlement Fund, including the Opt-In Settlor Monetary Amount, subject to Court approval.

43. The procedure for and the allowance or disallowance by the Court of the application by Settlement Class Counsel for attorneys' fees, costs and expenses, or service awards for the class representative(s) to be paid out of the Global Settlement Fund are not part of this Agreement, and are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness and adequacy of the Settlement, and any Order or proceeding relating to a request for attorneys' fees and reimbursement of expenses or service awards, or any appeal from any such Order, shall not operate to terminate or cancel this Agreement, or affect or delay the finality of the judgment approving the Settlement. Except as otherwise provided herein, Opt-In Settlor nor any other Released Party under this Agreement shall have any responsibility for, or interest in, or liability whatsoever with respect to any payment to Settlement Class Counsel and/or Plaintiffs or

any fee and expense award, or service award, in the Litigation. The Releasing Parties will look solely to the Global Settlement Fund for monetary relief and satisfaction against the Released Parties of all Released Claims and shall have no other recovery against Opt-In Settlor or the Released Parties.

44. Opt-In Settlor has no responsibility to make any filings relating to the Global Settlement Fund or to pay taxes or tax expenses with respect thereto and has no liability or responsibility for the taxes or expenses incurred in connection with taxation matters.

J. Rescission

45. This Opt-In Agreement will be deemed rescinded 30 days after an Order from the Court declining to certify the Settlement Class as defined in the Class Settlement Agreement and this Opt-In Agreement, declining to grant preliminary or final approval of the Settlement or this Opt-In Agreement in all material respects, or materially modifying or setting aside this Opt-In Agreement or any judgment approving this Settlement in any material respects on appeal or upon United States Supreme Court review, unless Plaintiffs and Opt-In Settlor agree in writing that the Opt-In Agreement shall continue within twenty-nine (29) days of the order.

46. A modification or reversal on appeal of any amount of the Global Settlement Fund that the Court authorizes to be used to pay Plaintiffs' fees or litigation expenses or service awards shall not be deemed a modification of all or a part of the terms of this Opt-In Agreement or the final judgment and order.

47. If the Class Settlement Agreement is rescinded pursuant to Section P of the Class Settlement Agreement, then Settlement Class Counsel shall provide Opt-In Settlor notice of the rescission and this Opt-In Agreement shall also be rescinded unless Plaintiffs and Opt-In Settlor

agree in writing within ten (10) days of the event triggering rescission that this Opt-In Agreement shall continue.

48. If this Opt-In Agreement is rescinded, Plaintiffs and Opt-In Settlor agree that pending deadlines applicable to Opt-In Settlor in the Litigation (if any) that were mooted by the execution of this Opt-In Agreement shall be reset, and no Party shall contend that filing or renewal of any motions or pleadings were rendered untimely or were waived by operation of this Opt-In Agreement.

49. If this Opt-In Agreement is rescinded, Opt-In Settlor will no longer be a Released Party, it will not be bound by this Opt-In Agreement, and the Settlement Administrator shall return Opt-In Settlor's Balance (defined below) to Opt-In Settlor from the Escrow Account within thirty (30) days of the rescission (the "Rescission Date"). Opt-In Settlor's Balance is equal to the Opt-In Settlor's Monetary Amount paid into the Escrow Account as of the Rescission Date, less the Opt-In Settlor's Share (defined below) of permitted expenses paid from or incurred against the Global Settlement Fund as of the Rescission Date, plus the Opt-In Settlor's Share of interest paid into or accrued in the Global Settlement Fund as of the date of the Rescission Date. The Opt-In Settlor's Share is equal to the amount of the Opt-In Settlor Monetary Amount paid into the Global Settlement Fund as of the Rescission Date divided by the total of all Settling Defendants' and opt-in settlors' Monetary Amounts paid into the Escrow Account as of the Rescission Date.

50. Opt-In Settlor does not waive, and hereby expressly reserves, all of its legal rights and defenses, including, but not limited to, any defenses relating to the lack of personal jurisdiction, in the event of the rescission of this Agreement.

51. Opt-In Settlor warrants and represents that it is not "insolvent" within the meaning of applicable bankruptcy laws as of the time this Opt-In Agreement is executed. In the event of a

final order of a court of competent jurisdiction, not subject to any further proceedings, determining the transfer of the Opt-In Settlor's Monetary Amount, or any portion thereof, by or on behalf of Opt-In Settlor to be a preference, voidable transfer, fraudulent transfer or similar transaction under Title 11 of the United States Code (Bankruptcy) or applicable state law and any portion thereof is required to be refunded and such amount is not promptly deposited in the Escrow Account by or on behalf of Opt-In Settlor, then, at the election of Class Counsel, this Opt-In Agreement may be terminated and the releases given and the judgment entered as to Opt-In Settlor pursuant to the Settlement shall be null and void.

K. Miscellaneous

52. This Opt-In Agreement and any actions taken to carry out the Settlement are not intended to be, nor shall they be deemed or construed to be, an admission or concession of liability or of the truth or validity of any claim or allegation, defense, or point of fact or law on the part of any party. Opt-In Settlor denies the material allegations in the Litigation. This Opt-In Agreement, the fact of the Settlement, any approval proceedings, the negotiations as to the Settlement and this Opt-In Agreement, and any related documents, shall not be used by any Party as an admission of any fault or omission by Opt-In Settlor, or be offered by any Party in evidence as an admission, concession, presumption, or inference of any wrongdoing by Opt-In Settlor in any proceeding.

53. Any disputes between Plaintiffs and Opt-In Settlor concerning this Opt-In Agreement shall, if they cannot be resolved, be presented to the Special Master for Mediation for assistance in mediating a resolution.

54. The provisions of this Opt-In Agreement shall, where possible, be interpreted in a manner to sustain their legality and enforceability.

55. Any disputes relating to this Opt-In Agreement will be governed by Illinois law without regard to conflicts of law provisions.

56. The Court shall retain jurisdiction over the interpretation, approval, implementation, and enforcement of the Class Settlement Agreement, the Settlement, and this Opt-In Agreement, but will not use that stipulation or Opt-In Settlor's agreement to be governed by Illinois law as grounds for personal jurisdiction over an Opt-In Settlor in any litigation unrelated to the interpretation, approval, implementation, or enforcement of this Opt-In Agreement, including, but not limited to, litigation of claims or potential claims against Opt-In Settlor in the event that the Class Settlement Agreement and/or this Opt-In Agreement is rescinded. For the avoidance of doubt, Opt-In Settlor does not waive but rather reserves all defenses and rights, including, but not limited to, those concerning personal jurisdiction and failure to state a claim.

57. The Class Settlement Agreement (including the Exhibits and Appendices attached thereto) and this Opt-In Agreement constitute the entire agreement among Plaintiffs and Opt-In Settlor pertaining to the Settlement and resolution of any claims or potential claims against Opt-In Settlor. This Opt-In Agreement may be modified or amended only by a writing executed by Plaintiffs and Opt-In Settlor.

58. Opt-In Settlor acknowledges that it has been and is being fully advised by competent legal counsel of Opt-In Settlor's own choice and fully understands the terms and conditions of the Class Settlement Agreement and this Opt-In Agreement, and the meaning and import thereof, and that Opt-In Settlor's execution of this Opt-In Agreement is with the advice of such Opt-In Settlor's counsel and of Opt-In Settlor's own free will. Opt-In Settlor submits to the exclusive jurisdiction of the Court for the purposes of interpreting and enforcing the terms of this Opt-In Agreement, including but not limited to, the practice changes contained therein. Plaintiffs

and Opt-In Settlor each represents and warrants that it has sufficient information to reach an informed decision and has, independently and without relying upon other parties, and based on such information as it has deemed appropriate, made its own decision to enter into this Opt-In Agreement and was not fraudulently or otherwise wrongfully induced to enter into this Opt-In Agreement.

59. No Party shall issue any public statement, press release or public communication regarding this Opt-In Agreement or the subject matter thereof until Opt-In Settlor has first issued an initial public statement regarding the Settlement Agreement. No party shall issue a public statement that is not consistent with the material aspects of the agreed settlement terms.

60. Each of the undersigned attorneys represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Opt-In Agreement.

FOR PLAINTIFFS & SETTLEMENT CLASS COUNSEL

Paul Geske
By: Paul Geske

Dated: April 9, 2026

FOR THE NATIONAL ASSOCIATION OF REALTORS®

Nykia Wright
By: Nykia Wright

Dated: 4/9/2026

Exhibit 5

EXECUTION COPY

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

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

Opt-In Agreement

This Opt-In Agreement is made and entered into by and between Plaintiffs, both individually and on behalf of the Settlement Class, and HomeServices of America, Inc., BHH Affiliates, LLC, and HSF Affiliates LLC (“Opt-In Settlor”) as of the last signature date below.

A. Recitals

WHEREAS, Plaintiffs have entered into a Class Settlement Agreement with the Settling Defendants to resolve certain claims stemming from Plaintiffs’ allegations that the Settling Defendants participated in a conspiracy to raise, fix, maintain, or stabilize real estate broker commissions in violation of Section 1 of the Sherman Act and certain state laws;

WHEREAS, Plaintiffs, through their counsel, have conducted an investigation into the facts and the law regarding Opt-In Settlor’s alleged participation in the alleged conspiracy to raise, fix, maintain, or stabilize real estate broker commissions in violation of Section 1 of the Sherman Act, state antitrust laws, and state consumer protection laws, and have concluded that a settlement

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according to the terms set forth below is fair, reasonable, and adequate and in the best interest of Plaintiffs and the other Settlement Class Members;

WHEREAS, Opt-In Settlor denies Plaintiffs' allegations and any charges of wrongdoing or liability of any kind but nevertheless has decided to enter into this Opt-In Agreement to avoid the expense, inconvenience, and the distraction of burdensome and protracted litigation, to obtain the nationwide releases, orders, and judgment contemplated by the Class Settlement Agreement and this Opt-In Agreement, and to put to rest with finality all claims and allegations that Plaintiffs and Settlement Class Members have or could have asserted against Opt-In Settlor; and

WHEREAS, Opt-In Settlor has agreed, in addition to providing the monetary compensation set forth below, to implement certain practice changes, each as set forth in this Opt-In Agreement.

NOW, THEREFORE, in consideration of the agreements and releases set forth herein and other good and valuable consideration, and intending to be legally bound, it is agreed by and between Plaintiffs, individually and on behalf of the Settlement Class, and Opt-In Settlor that certain actual or potential claims be settled, compromised, and dismissed with prejudice as to Opt-In Settlor and, except as hereinafter provided, without costs as to Plaintiffs, the Settlement Class, or Opt-In Settlor, subject to the approval of the Court, on the following terms and conditions:

B. Definitions

Plaintiffs and Opt-In Settlor agree that the capitalized terms used in this Opt-In Agreement shall be defined and interpreted in accordance with the definitions set forth in the Class Settlement Agreement unless otherwise specified herein. The following terms, as used in this Opt-In Agreement only, have the following meanings:

1. "Class Period" with respect to Opt-In Settlor means:
 - i. From January 25, 2006 to date of Class Notice for homes in Puerto Rico;

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- ii. From January 25, 2011 to date of Class Notice for homes in Rhode Island and Louisiana;
- iii. From January 25, 2013 to date of Class Notice for homes in Wyoming;
- iv. 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;
- v. From January 25, 2016 to date of Class Notice for homes in Arkansas, Kentucky, Illinois, Iowa, Missouri, Utah, and West Virginia;
- vi. 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;
- vii. 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
- viii. From January 25, 2019 to date of Class Notice for homes in Texas and for all other homes across the United States.

2. “Effective” means that all conditions set forth below in the definition of “Effective Date” have occurred.

3. “Effective Date” means the date when both of the following conditions have occurred: (a) the Court has entered a final judgment and order approving the Class Settlement Agreement and this Opt-In Agreement under Rule 23(e) of the Federal Rules of Civil Procedure

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and dismissing the Litigation¹ with prejudice; and (b) the time for appeal or to seek permission to appeal from the Court's approval of the Class Settlement Agreement and this Opt-In Agreement and the entry of a final judgment has expired or, if appealed, approval of the Class Settlement Agreement and this Opt-In Agreement and the final judgment have been affirmed in their entirety by the court of last resort to which such appeal has been taken and such affirmance is no longer subject to further appeal or review. It is agreed that neither the provisions of Federal Rule of Civil Procedure 60 nor the All Writs Act, 28 U.S.C. § 1651, shall be considered in determining the above-stated times.

4. "Released Claims" means 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 or in *Lutz v. HomeServices of America, Inc., et al.*, 4:24-cv-10040-KMM (S.D. Fla.), including, but not limited to, in any original complaints (and/or prior amended complaints therein), 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 of residential real estate. Notwithstanding the foregoing, Released Claims shall not include any claims alleged (or which share the same factual predicates as those claims) by persons who are putative class members, class members, or settlement class members in Gibson.

¹ "Litigation" is defined in the Class Settlement Agreement as *Tuccori v. At World Properties, LLC*, 1:24-cv-00150 (N.D. Ill.); *Maslanka et al. v. Baird & Warner, Inc.*, No. 1:24-cv-02399 (N.D. Ill.); *Hartz v. Real Estate One, Inc.*, No. 1:24-cv-03160 (N.D. Ill.); *Wallach et al. v. Silvercreek Realty Group LLC*, No. 1:24-cv-3356 (N.D. Ill.); *Zawislak et al. v. Equity Realtors L.L.C. d/b/a Equity Real Estate et al.*, No. 24-cv-9039 (N.D. Ill.); *Lopez v. NextHome, Inc. et al.*, No. 24-cv- 11735 (N.D. Ill.); *Lopez v. Jennifer Ames Chicago, Inc.*, No. 1:25-cv-04207 (N.D. Ill.).

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5. “Released Parties” means Opt-In Settlor and all of its 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. This Opt-In Agreement shall not result in the release of any claims against any other party or non-party not specifically listed herein.

6. “Releasing Parties” means Plaintiffs and any Settlement Class Members, including any of their immediate family members, heirs, representatives, administrators, executors, devisees, legatees, and estates, acting in their capacity as such; and for entities including any of their past, present or future officers, directors, members, shareholders, managers, insurers, general or limited partners, divisions, stockholders, agents, attorneys, employees, legal representatives, trustees, parents, associates, affiliates, joint ventures, subsidiaries, heirs, executors, administrators, predecessors, successors and assigns, acting in their capacity as such solely with respect to the claims based on or derived from claims of the Plaintiffs or the Settlement Class Members.

7. “Settlement” means the settlement of the Released Claims against Opt-In Settlor as contemplated by the Class Settlement Agreement and this Opt-In Agreement.

8. “Settlement Class” means the class of persons that will be certified by the Court for Settlement purposes defined in Paragraph 15 of the Class Settlement Agreement. The Settlement

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Class shall not include individuals who have separately released the Released Claims against Opt-In Settlor in a court approved class settlement in Burnett or Gibson , but only as to Opt-In Settlor.

9. “Opt-In Settlor Monetary Amount” shall be thirty million dollars (\$30,000,000.00).

C. Operation of the Settlement

10. Plaintiffs and Opt-In Settlor agree that, as a condition precedent for this Opt-In Agreement to become effective, Opt-In Settlor has delivered to Settlement Class Counsel an executed version of this Opt-In Agreement, which confirms in writing that Opt-In Settlor has selected Option 1 as defined in Section G of the Class Settlement Agreement, and attended an in person mediation conducted by Judge James F. Holderman (Ret.).

11. As a condition for being a Released Party, Opt-In Settlor agrees to be bound by this Opt-In Agreement, including the practice changes reflected in Section G of this Opt-In Agreement.

D. Stipulation to Class Certification

12. Plaintiffs and Opt-In Settlor hereby stipulate, for purposes of the Settlement only, that the requirements of Federal Rules of Civil Procedure 23(a), 23(b)(2), and 23(b)(3) are satisfied and, subject to Court approval, the Settlement Class shall be certified for settlement purposes. The Plaintiffs and Opt-In Settlor further stipulate that if, for any reason, the Settlement is rescinded, then the Plaintiffs’ and Opt-In Settlor’s stipulation to class certification as part of the Settlement shall become null and void.

13. The Class Settlement Agreement, this Opt-In Agreement, and any statement, transaction, or proceeding in connection with the negotiation, execution, or implementation of the Opt-In Agreement, shall not be construed as or deemed to be evidence of an admission or concession by Opt-In Settlor that a class should be or should have been certified for any purposes

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other than for purposes of the Settlement, and none of them shall be admissible in evidence for any such purpose in any proceeding.

14. Opt-In Settlor reserves all of its legal rights and defenses with respect to any claims brought by individuals who timely and validly request to be excluded from the Settlement Class.

E. Approval of this Opt-In Agreement

15. The Plaintiffs and Opt-In Settlor agree to make reasonable best efforts to effectuate this Opt-In Agreement in conjunction with the Settlement, including, but not limited to, seeking the Court's approval of procedures (including the giving of class notice under Federal Rules of Civil Procedure 23(c) and (e)) to secure the complete and final dismissal with prejudice of the Litigation as against the Opt-In Settlor.

16. As set forth in Paragraph 40 of the Class Settlement Agreement, no later than 35 days after the end of the Opt-In Period, Plaintiffs will submit to the Court a motion requesting that the Court preliminarily approve this Opt-In Agreement. The motion shall include a proposed form of order preliminarily approving the Opt-In Agreement and enjoining Releasing Parties from prosecuting any Released Claims in any forum until the Effective Date of the Settlement. Unless agreed otherwise, Opt-In Settlor shall not have an opportunity to review and comment on the preliminary approval motion.

17. To the extent the Court finds that this Opt-In Agreement does not meet the standard for preliminary approval, Plaintiffs and Opt-In Settlor will negotiate in good faith to attempt to modify the Opt-In Agreement to be resubmitted for approval, either directly or with the option of seeking assistance of the Special Master for Mediation, and will endeavor to resolve any issues to the satisfaction of the Court.

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18. Plaintiffs and Opt-In Settlor agree to the use of the Settlement Administrator to administer the Settlement's notice and claims process. Subject to approval by the Court, the Settlement Administrator will undertake a method of providing notice to the Settlement Class Members of this Opt-In Agreement in conjunction with notice and claims administration of the Class Settlement Agreement that meets the requirements of due process and Federal Rule of Civil Procedure 23 and is substantially similar to the forms of notice provided under the Class Settlement Agreement. Settlement Class Members who file a claim to receive compensation from the Class Settlement Agreement will be deemed to also make a claim for compensation under this Opt-In Agreement unless they affirmatively state they are not claiming relief under this Opt-In Agreement.

19. To mitigate the costs of notice, Plaintiffs shall endeavor to disseminate a combined notice to the Settlement Class of the Class Settlement Agreement and this Opt-In Agreement along with any other settlements with other opt-in settlors that have been or are reached by the end of the Opt-In Period. The Notice Motion and the Notice Form shall be governed by Sections J, K, and L of the Class Settlement Agreement.

20. Opt-In Settlor agrees to cooperate with Settlement Class Counsel and the Settlement Administrator by providing contact information for Settlement Class Members, only to the extent that such information is both reasonably accessible and is the type of data provided by the Opt-In Settlor (if any) in Burnett or Gibson, within 30 days after Settlement Class Counsel files the Notice Motion.

21. Within ten (10) calendar days after the filing with the Court of this Opt-In Agreement and the accompanying motion papers seeking its preliminary approval, the Settlement Administrator shall, at Opt-In Settlor's expense, cause notice of this Opt-In Agreement to be

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served upon appropriate State and Federal officials as provided in the Class Action Fairness Act, 28 U.S.C. § 1715.

22. In connection with the filing of a motion seeking final approval of the Settlement, Plaintiffs shall timely seek entry of a final judgment and order as to Opt-In Settlor, the terms of which will include, at a minimum, the substance of the following provisions:

- a. certifying the Settlement Class, pursuant to Rule 23 of the Federal Rules of Civil Procedure, solely for purposes of the Settlement;
- b. approving finally the Class Settlement Agreement and Opt-In Agreement and their terms as being a fair, reasonable and adequate settlement as to the Settlement Class Members within the meaning of Rule 23 of the Federal Rules of Civil Procedure and directing its consummation according to its terms;
- c. directing that, as to Opt-In Settlor only, the Litigation be dismissed with prejudice and, except as provided for herein, without costs;
- d. reserving exclusive jurisdiction over the Settlement and this Opt-In Agreement, including the interpretation, administration, consummation, and enforcement of the Settlement, to the United State District Court for the Northern District of Illinois, Eastern Division; and,
- e. determining under Federal Rule of Civil Procedure 54(b) that there is no just reason for delay and directing that the judgment in the Litigation as to Opt-In Settlor shall be final.

23. As of the execution date of this Opt-In Agreement, Plaintiffs and Opt-In Settlor shall be bound by the terms of this Opt-In Agreement and the Opt-In Agreement shall not be

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rescinded except in accordance with Section J. This Opt-In Agreement shall become Effective only after the occurrence of all conditions set forth above in the definition of the Effective Date.

F. Releases, Discharge, and Covenant Not to Sue

24. Upon the occurrence of the Effective Date, the Releasing Parties expressly and irrevocably waive, and fully, finally, and forever settle, discharge, and release the Released Parties from any and all manner of claims, demands, actions, suits, and causes of action, whether individual, class, representative, or otherwise in nature, for damages, restitution, disgorgement, interest, costs, expenses, attorneys' fees, fines, civil or other penalties, or other payment of money, or for injunctive, declaratory, or other equitable relief, whenever incurred, whether directly, indirectly, derivatively, or otherwise, whether known or unknown, suspected or unsuspected, in law or in equity, that any Releasing Party ever had, now has, or hereafter can, shall, or may have and that have accrued as of the date of Class Notice of the Settlement arising from or related to the Released Claims. The Released Claims include but are not limited to the antitrust and consumer protection claims brought in the Litigation and/or *Lutz v. HomeServices of America, Inc., et al.*, 4:24-cv-10040-KMM (S.D. Fla.), as well as any claims that share any or all of the same factual predicates as those claims, including but not limited to similar state and federal statutes and other law potentially applicable to such alleged conduct. In connection therewith, upon the Effective Date of Settlement, each of the Releasing Parties (a) shall forever be enjoined from prosecuting in any forum any Released Claims against any of the Released Parties that accrued from the beginning of time through the date of Class Notice; and (b) agrees and covenants not to sue any of the Released Parties with respect to any Released Claims. For avoidance of doubt, this release extends to, but only to, the fullest extent permitted by law.

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25. The Releasing Parties hereby expressly waive and release, solely with respect to the Released Claims, upon this Agreement becoming Effective, any and all provisions, rights, and benefits conferred by Section 1542 of the California Civil Code, which states:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY;

or by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to Section 1542 of the California Civil Code, including but not limited to Section 20-7-11 of the South Dakota Codified Laws, which provides that “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR” or any law or principle of law of any jurisdiction that would limit or restrict the effect or scope of the provisions of the release set forth above, without regard to the subsequent discovery or existence of such other, different, or additional facts. Each Releasing Party may hereafter discover facts other than or different from those which he, she, or it knows or believes to be true with respect to the Released Claims, but each Releasing Party hereby expressly waives and fully, finally, and forever settles and releases, upon this Agreement becoming Effective, any known or unknown, suspected or unsuspected, contingent or non-contingent Released Claim, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

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26. The Releasing Parties intend by this Opt-In Agreement to settle with and release only the Released Parties, and Plaintiffs and Opt-In Settlor do not intend this Opt-In Agreement, or any part hereof, or any other aspect of the proposed Settlement or release, to release or otherwise affect in any way any claims concerning product liability, breach of warranty, breach of contract or tort of any kind (other than a breach of contract or tort claim based on a factual predicate in the Litigation and/or *Lutz v. HomeServices of America, Inc., et al.*, 4:24-cv-10040-KMM (S.D. Fla.)), a claim arising out of violation of the Uniform Commercial Code, or personal or bodily injury. The release does not extend to any individual claims that a Settlement Class Member may have against his or her own broker or agent based on a breach of contract, breach of fiduciary duty, malpractice, negligence or other tort claim, other than a claim that a Settlement Class Member paid an excessive commission or home price based on a factual predicate in the Litigation and/or *Lutz v. HomeServices of America, Inc., et al.*, 4:24-cv-10040-KMM (S.D. Fla.).

G. Practice Changes

27. As soon as practicable, and in no event later than thirty (30) days after the Effective Date, Opt-In Settlor (defined for purposes of this Paragraph to include Opt-In Settlor's present and future, direct and indirect corporate subsidiaries, related entities and affiliates, predecessors, and successors) will implement or maintain the following Practice Changes:

- advise and periodically remind Opt-In Settlor's company-owned brokerages, franchisees (if any), and their agents that there is no Opt-In Settlor requirement that they must make offers of compensation to or must accept offers of compensation from buyer brokers or other buyer representatives or that, if made, such offers must be blanket, unconditional, or unilateral;

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- require that any Opt-In Settlor company-owned brokerages and their agents (and recommend and encourage that any franchisees and their agents) disclose to prospective home sellers and buyers and state in conspicuous language that broker commissions are not set by law and are fully negotiable (i) in their listing agreement if it is not a government or MLS-specified form, (ii) in their buyer representation agreement if there is one and it is not a government or MLS-specified form, and (iii) in pre-closing disclosure documents if there are any and they are not government or MLS-specified forms. In the event that the listing agreement, buyer representation agreement, or pre-closing disclosure documents is a government or MLS-specified form, then Opt-In Settlor will require that any company-owned brokerages and their agents (and recommend and encourage that any Opt-In Settlor franchisees and their agents) include a disclosure with conspicuous language expressly stating that broker commissions are not set by law and are fully negotiable;
- prohibit all Opt-In Settlor company-owned brokerages and their agents acting as buyer representatives (and recommend and encourage that franchisees and their agents acting as buyer representatives refrain) from advertising or otherwise representing that their services are free (unless they are, in fact, not receiving any compensation for those services from any party);
- require that Opt-In Settlor company-owned brokerages and their agents disclose at the earliest moment possible any offer of compensation made in connection with each home marketed to prospective buyers in any format;
- prohibit Opt-In Settlor company-owned brokerages and their agents (and recommend and encourage that any franchisees and their agents refrain) from utilizing any technology or

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taking manual actions to filter out or restrict MLS listings that are searchable by and displayed to consumers based on the level of compensation offered to any cooperating broker, unless directed to do so by the client (and eliminate any internal systems or technological processes that may currently facilitate such practices);

- advise and periodically remind Opt-In Settlor company-owned brokerages and their agents of their obligation to (and recommend and encourage that any franchisees and their agents) show properties regardless of the existence or amount of compensation offered to buyer brokers or other buyer representatives provided that each such property meets the buyer's articulated purchasing priorities;
- for each of the above points, for company-owned brokerages, franchisees, and their agents, develop training materials consistent with the above relief and eliminate any contrary training materials currently used.
- display offers of compensation made by listing brokers or agents, where such compensation data is available and/or provided by Opt-In Settlor company-owned brokerages for all active listings by Opt-In Settlor on its own brokerage website(s), and shared on bhhs.com or that brokerage's associated Opt-In Settlor regional franchise network website(s), and require company owned brokerages (and recommend and encourage that franchisees and agents) include their cooperative compensation offers (if any) on any listings that they publicly display or share with prospective buyers through IDX or VOW displays, or through any other form or format. For purposes of this paragraph, " Opt-In Settlor own brokerage" includes Opt-In Settlor 's subsidiary-owned brokerages and its franchisees.

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- Nothing in this Opt-In Agreement requires that Opt-In Settlor 's owned brokerages eliminate minimum commission requirements, nor shall anything in this Settlement Agreement constitute approval by Plaintiffs or their counsel of any minimum commission requirements employed by Opt-In Settlor or Opt-In Settlor 's owned brokerages.

28. If not automatically terminated earlier by their own terms, the obligations set forth in Paragraph 27 will sunset 5 years after the Effective Date.

29. Opt-In Settlor acknowledges that the Practice Changes set forth herein are a material component of this Opt-In Agreement and agrees to use its best efforts to implement the Practice Changes specified in this Section.

30. If any disputes arise regarding the scope of the foregoing commitments to change practices or compliance with said commitments, Plaintiffs and Opt-In Settlor shall attempt to resolve it by agreement. If they are unable to resolve their dispute, they shall have the option to refer the dispute to the Special Master for Mediation for binding resolution.

31. Opt-In Settlor agrees to provide proof of compliance with these practice changes if requested by Settlement Class Counsel.

H. The Opt-In Settlor Monetary Amount

32. As consideration for the agreements and releases set forth herein, and in exchange for the full, complete, and final settlement of the claims asserted in the Litigation as provided in this Agreement, Opt-In Settlor shall deposit the Opt-In Settlor Monetary Amount into the Escrow Account as follows:

- i. \$10,000,000 within thirty days after the Court has entered a final judgment and order approving the Class Settlement Agreement and this Opt-In

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Agreement under Rule 23(e) of the Federal Rules of Civil Procedure and dismissing the Litigation with prejudice, notwithstanding any appeals.

- ii. \$3,250,000 on or before July 1, 2027.
- iii. \$3,250,000 on or before July 1, 2028.
- iv. \$3,250,000 on or before July 1, 2029.
- v. \$3,250,000 on or before July 1, 2030.
- vi. \$7,000,000 on or before July 1, 2031.

In Opt-In Settlor's sole discretion, Opt-In Settlor may satisfy its payment obligations hereunder by remitting its payment obligations early.

33. In no event will Opt-In Settlor's monetary liability with respect to the Settlement exceed the Opt-In Settlor Monetary Amount. Under no circumstances will Opt-In Settlor be required to pay costs above and beyond the express payment obligations in this Opt-In Agreement.

34. The Escrow Account and Global Settlement Fund will be administered, and funds from it dispersed and distributed, as set forth in Sections I, M, N, and P of the Class Settlement Agreement.

35. Opt-In Settlor will not have any responsibility for, or liability in connection with, the Global Settlement Fund, including, but not limited to, the investment, administration, maintenance, or distribution thereof.

36. There will be no reduction of the Opt-In Settlor Monetary Amount or the Global Settlement Fund based on any Settlement Class Members who submit requests to be excluded from the Settlement. If the Settlement becomes Effective, no proceeds from the Settlement will revert to Opt-In Settlor regardless of the claims that are made.

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37. As set forth in Section M of the Class Settlement Agreement, the distribution of the Global Settlement Fund shall be administered pursuant to the Plan of Allocation proposed by Settlement Class Counsel in their sole discretion and subject to the approval of the Court. Opt-In Settlor will have no participatory or approval rights with respect to the Plan of Allocation. It is understood and agreed by Plaintiffs and Opt-In Settlor that any proposed Plan of Allocation, including, but not limited to, any adjustments to the amount(s) of Settlement Class Members' payments, is completely independent of and is not a part of this Opt-In Agreement and is to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of this Opt-In Agreement. Plaintiffs and Opt-In Settlor shall be bound by the terms of this Opt-In Agreement irrespective of whether the Court or any other court, including on any appeal, disapproves or modifies the Plan of Allocation, and any modification or rejection of the Plan of Allocation shall not affect the validity or enforceability of this Opt-In Agreement or otherwise operate to terminate, modify, or cancel this Opt-In Agreement. Neither the Opt-In Settlor nor any other Released Party under this Agreement shall have any responsibility for, or interest in, or liability whatsoever with respect to the allocation among Settlement Class Counsel, Plaintiffs, and/or any other person who may assert some claim thereto, of any fee and expense award that the Court may make in the Litigation.

38. Subject to the terms of the Class Settlement Agreement, and subject to Court approval, Plaintiffs may apply to the Court for an award of past, current, or future reasonable litigation costs and expenses, an award of reasonable attorneys' fees, and any service award(s) to the class representative(s). Any such awards shall be payable solely from the Global Settlement Fund, including the Opt-In Settlor Monetary Amount, subject to Court approval.

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39. The procedure for and the allowance or disallowance by the Court of the application by Settlement Class Counsel for attorneys' fees, costs and expenses, or service awards for the class representative(s) to be paid out of the Global Settlement Fund are not part of this Agreement, and are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness and adequacy of the Settlement, and any Order or proceeding relating to a request for attorneys' fees and reimbursement of expenses or service awards, or any appeal from any such Order, shall not operate to terminate or cancel this Agreement, or affect or delay the finality of the judgment approving the Settlement. Except as otherwise provided herein, Opt-In Settlor nor any other Released Party under this Agreement shall have any responsibility for, or interest in, or liability whatsoever with respect to any payment to Settlement Class Counsel and/or Plaintiffs or any fee and expense award, or service award, in the Litigation. The Releasing Parties will look solely to the Global Settlement Fund for monetary relief and satisfaction against the Released Parties of all Released Claims and shall have no other recovery against Opt-In Settlor or the Released Parties.

40. Opt-In Settlor has no responsibility to make any filings relating to the Global Settlement Fund or to pay taxes or tax expenses with respect thereto, and has no liability or responsibility for the taxes or expenses incurred in connection with taxation matters.

J. Rescission

41. This Opt-In Agreement will be deemed rescinded 30 days after an Order from the Court declining to certify the Settlement Class as defined in the Class Settlement Agreement and this Opt-In Agreement, declining to grant preliminary or final approval of the Settlement or this Opt-In Agreement in all material respects, or materially modifying or setting aside this Opt-In Agreement or any judgment approving this Settlement in any material respects on appeal, unless

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Plaintiffs and Opt-In Settlor agree in writing that the Opt-In Agreement shall continue within twenty-nine (29) days of the order.

42. A modification or reversal on appeal of any amount of the Global Settlement Fund that the Court authorizes to be used to pay Plaintiffs' fees or litigation expenses or service awards shall not be deemed a modification of all or a part of the terms of this Opt-In Agreement or the final judgment and order.

43. If the Class Settlement Agreement is rescinded pursuant to Section P of the Class Settlement Agreement, then Settlement Class Counsel shall provide Opt-In Settlor notice of the rescission and this Opt-In Agreement shall also be rescinded unless Plaintiffs and Opt-In Settlor agree in writing within ten (10) days of the event triggering rescission that this Opt-In Agreement shall continue.

44. If this Opt-In Agreement is rescinded, Plaintiffs and Opt-In Settlor agree that pending deadlines applicable to Opt-In Settlor in the Litigation (if any) that were mooted by the execution of this Opt-In Agreement shall be reset, and no Party shall contend that filing or renewal of any motions or pleadings were rendered untimely or were waived by operation of this Opt-In Agreement.

45. If this Opt-In Agreement is rescinded, Opt-In Settlor will no longer be a Released Party, it will not be bound by this Opt-In Agreement, and the Settlement Administrator shall return Opt-In Settlor's Balance (defined below) to Opt-In Settlor from the Escrow Account within thirty (30) days of the rescission (the "Rescission Date"). Opt-In Settlor's Balance is equal to the Opt-In Settlor's Monetary Amount paid into the Escrow Account as of the Rescission Date, less the Opt-In Settlor's Share (defined below) of permitted expenses paid from or incurred against the Global Settlement Fund as of the Rescission Date, plus the Opt-In Settlor's Share of interest paid into or

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accrued in the Global Settlement Fund as of the date of the Rescission Date. The Opt-In Settlor's Share is equal to the amount of the Opt-In Settlor Monetary Amount paid into the Global Settlement Fund as of the Rescission Date divided by the total of all Settling Defendants' and opt-in settlors' Monetary Amounts paid into the Escrow Account as of the Rescission Date.

46. Opt-In Settlor does not waive, and hereby expressly reserves, all of its legal rights and defenses, including, but not limited to, any defenses relating to the lack of personal jurisdiction, and defenses relating to arbitration, in the event of the rescission of this Agreement.

47. Opt-In Settlor warrants and represents that it is not "insolvent" within the meaning of applicable bankruptcy laws as of the time this Opt-In Agreement is executed. In the event of a final order of a court of competent jurisdiction, not subject to any further proceedings, determining the transfer of the Opt-In Settlor's Monetary Amount, or any portion thereof, by or on behalf of Opt-In Settlor to be a preference, voidable transfer, fraudulent transfer or similar transaction under Title 11 of the United States Code (Bankruptcy) or applicable state law and any portion thereof is required to be refunded and such amount is not promptly deposited in the Escrow Account by or on behalf of Opt-In Settlor, then, at the election of Class Counsel, this Opt-In Agreement may be terminated and the releases given and the judgment entered as to Opt-In Settlor pursuant to the Settlement shall be null and void.

K. Miscellaneous

48. This Opt-In Agreement and any actions taken to carry out the Settlement are not intended to be, nor shall they be deemed or construed to be, an admission or concession of liability or of the truth or validity of any claim or allegation, defense, or point of fact or law on the part of any party. Opt-In Settlor denies the material allegations in the Litigation and in *Lutz v. HomeServices of America, Inc., et al.*, 4:24-cv-10040-KMM (S.D. Fla.). This Opt-In Agreement,

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the fact of the Settlement, any approval proceedings, the negotiations as to the Settlement and this Opt-In Agreement, and any related documents, shall not be used as an admission of any fault or omission by Opt-In Settlor, or be offered in evidence as an admission, concession, presumption, or inference of any wrongdoing by Opt-In Settlor in any proceeding.

49. Any disputes between Plaintiffs and Opt-In Settlor concerning this Opt-In Agreement shall, if they cannot be resolved, be presented to the Special Master for Mediation for assistance in mediating a resolution.

50. The provisions of this Opt-In Agreement shall, where possible, be interpreted in a manner to sustain their legality and enforceability.

51. Any disputes relating to this Opt-In Agreement will be governed by Illinois law without regard to conflicts of law provisions.

52. The Court shall retain jurisdiction over the interpretation, approval, implementation, and enforcement of the Class Settlement Agreement, the Settlement, and this Opt-In Agreement, but will not use that stipulation or Opt-In Settlor's agreement to be governed by Illinois law as grounds for personal jurisdiction over an Opt-In Settlor in any litigation unrelated to the interpretation, approval, implementation, or enforcement of this Opt-In Agreement, including, but not limited to, litigation of claims or potential claims against Opt-In Settlor in the event that the Class Settlement Agreement and/or this Opt-In Agreement is rescinded or otherwise becomes ineffective. For the avoidance of doubt, Opt-In Settlor does not waive but rather reserves all defenses and rights, including, but not limited to, those concerning personal jurisdiction, arbitration, and failure to state a claim.

53. The Class Settlement Agreement (including the Exhibits and Appendices attached thereto) and this Opt-In Agreement constitute the entire agreement among Plaintiffs and Opt-In

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Settlor pertaining to the Settlement and resolution of any claims or potential claims against Opt-In Settlor. This Opt-In Agreement may be modified or amended only by a writing executed by Plaintiffs and Opt-In Settlor.

54. Opt-In Settlor acknowledges that it has been and is being fully advised by competent legal counsel of Opt-In Settlor's own choice and fully understands the terms and conditions of the Class Settlement Agreement and this Opt-In Agreement, and the meaning and import thereof, and that Opt-In Settlor's execution of this Opt-In Agreement is with the advice of such Opt-In Settlor's counsel and of Opt-In Settlor's own free will. Opt-In Settlor submits to the exclusive jurisdiction of the Court for the purposes of interpreting and enforcing the terms of this Opt-In Agreement, including but not limited to, the practice changes contained therein. Plaintiffs and Opt-In Settlor each represents and warrants that it has sufficient information to reach an informed decision and has, independently and without relying upon other parties, and based on such information as it has deemed appropriate, made its own decision to enter into this Opt-In Agreement and was not fraudulently or otherwise wrongfully induced to enter into this Opt-In Agreement.

55. Each of the undersigned attorneys represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Opt-In Agreement.

FOR PLAINTIFFS & SETTLEMENT CLASS COUNSEL

By: Paul Geske

Dated: April 17, 2026

EXECUTION COPY

**FOR HOMESERVICES OF AMERICA, INC., BHH AFFILIATES, LLC, AND HSF
AFFILIATES LLC**

Chris Kelly

President & CEO

By: Chris Kelly

Dated: 04/17/2026

Exhibit 6

according to the terms set forth below is fair, reasonable, and adequate and in the best interest of Plaintiffs and the other Settlement Class Members;

WHEREAS, Opt-In Settlor denies Plaintiffs' allegations and any charges of wrongdoing or liability of any kind but nevertheless has decided to enter into this Opt-In Agreement to avoid the expense, inconvenience, and the distraction of burdensome and protracted litigation, to obtain the nationwide releases, orders, and judgment contemplated by the Class Settlement Agreement and this Opt-In Agreement, and to put to rest with finality all claims and allegations that Plaintiffs and Settlement Class Members have or could have asserted against Opt-In Settlor; and

WHEREAS, Opt-In Settlor has agreed, in addition to providing the monetary compensation set forth below, to implement certain practice changes, each as set forth in this Opt-In Agreement.

NOW, THEREFORE, in consideration of the agreements and releases set forth herein and other good and valuable consideration, and intending to be legally bound, it is agreed by and between Plaintiffs, individually and on behalf of the Settlement Class, and Opt-In Settlor that certain actual or potential claims be settled, compromised, and dismissed with prejudice as to Opt-In Settlor and, except as hereinafter provided, without costs as to Plaintiffs, the Settlement Class, or Opt-In Settlor, subject to the approval of the Court, on the following terms and conditions:

B. Definitions

Plaintiffs and Opt-In Settlor agree that the capitalized terms used in this Opt-In Agreement shall be defined and interpreted in accordance with the definitions set forth in the Class Settlement Agreement unless otherwise specified herein. The following terms, as used in this Opt-In Agreement only, have the following meanings:

1. "Class Period" with respect to Opt-In Settlor means:
 - i. From January 25, 2006 to date of Class Notice for homes in Puerto Rico;

- ii. From January 25, 2011 to date of Class Notice for homes in Rhode Island and Louisiana;
- iii. From January 25, 2013 to date of Class Notice for homes in Wyoming;
- iv. 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;
- v. From January 25, 2016 to date of Class Notice for homes in Arkansas, Kentucky, Illinois, Iowa, Missouri, Utah, and West Virginia;
- vi. 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;
- vii. 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
- viii. From January 25, 2019 to date of Class Notice for homes in Texas and for all other homes across the United States.

2. “Effective” means that all conditions set forth below in the definition of “Effective Date” have occurred.

3. “Effective Date” means the date when both of the following conditions have occurred: (a) the Court has entered a final judgment and order approving the Class Settlement Agreement and this Opt-In Agreement under Rule 23(e) of the Federal Rules of Civil Procedure and dismissing the Litigation with prejudice; and (b) the time for appeal or to seek permission to

appeal from the Court's approval of the Class Settlement Agreement and this Opt-In Agreement and the entry of a final judgment has expired or, if appealed, approval of the Class Settlement Agreement and this Opt-In Agreement and the final judgment have been affirmed in their entirety by the court of last resort to which such appeal has been taken and such affirmance is no longer subject to further appeal or review. It is agreed that neither the provisions of Federal Rule of Civil Procedure 60 nor the All Writs Act, 28 U.S.C. § 1651, shall be considered in determining the above-stated times.

4. "Released Claims" means 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 or in *Batton et al. v. Compass, Inc. et al.*, No. 1:23-cv-15618 (N.D. Ill.) 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 of residential real estate.

5. "Released Parties" means Opt-In Settlor and all of its 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. This Opt-In Agreement shall not result in the release of any claims against any other party or non-party not specifically listed herein.

6. “Releasing Parties” means Plaintiffs and any Settlement Class Members, including any of their immediate family members, heirs, representatives, administrators, executors, devisees, legatees, and estates, acting in their capacity as such; and for entities including any of their past, present or future officers, directors, members, shareholders, managers, insurers, general or limited partners, divisions, stockholders, agents, attorneys, employees, legal representatives, trustees, parents, associates, affiliates, joint ventures, subsidiaries, heirs, executors, administrators, predecessors, successors and assigns, acting in their capacity as such solely with respect to the claims based on or derived from claims of the Plaintiffs or the Settlement Class Members.

7. “Settlement” means the settlement of the Released Claims against Opt-In Settlor as contemplated by the Class Settlement Agreement and this Opt-In Agreement.

8. “Settlement Class” means the class of persons that will be certified by the Court for Settlement purposes defined in Paragraph 15 of the Class Settlement Agreement. The Settlement Class shall not include individuals who have separately released the Released Claims against Opt-In Settlor in a court approved class settlement in Burnett, Gibson or Keel, but only as to Opt-In Settlor.

9. “Opt-In Settlor Monetary Amount” shall be \$7,331,250.

C. Operation of the Settlement

10. Plaintiffs and Opt-In Settlor agree that, as a condition precedent for this Opt-In Agreement to become effective, Opt-In Settlor has delivered to Settlement Class Counsel an executed version of this Opt-In Agreement confirming that Opt-In Settlor has selected “Option 2” as defined in Section G of the Class Settlement Agreement.

11. As a condition for being a Released Party, Opt-In Settlor agrees to be bound by this Opt-In Agreement, including the practice changes reflected in Section G of this Opt-In Agreement.

D. Stipulation to Class Certification

12. Plaintiffs and Opt-In Settlor hereby stipulate, for purposes of the Settlement only, that the requirements of Federal Rules of Civil Procedure 23(a), 23(b)(2), and 23(b)(3) are satisfied and, subject to Court approval, the Settlement Class shall be certified for settlement purposes. The Plaintiffs and Opt-In Settlor further stipulate that if, for any reason, the Settlement is rescinded, then the Plaintiffs' and Opt-In Settlor's stipulation to class certification as part of the Settlement shall become null and void.

13. The Class Settlement Agreement, this Opt-In Agreement, and any statement, transaction, or proceeding in connection with the negotiation, execution, or implementation of the Opt-In Agreement, shall not be construed as or deemed to be evidence of an admission or concession by Opt-In Settlor that a class should be or should have been certified for any purposes other than for purposes of the Settlement, and none of them shall be admissible in evidence for any such purpose in any proceeding.

14. Opt-In Settlor reserves all of its legal rights and defenses with respect to any claims brought by individuals who timely and validly request to be excluded from the Settlement Class.

E. Approval of this Opt-In Agreement

15. The Plaintiffs and Opt-In Settlor agree to make reasonable best efforts to effectuate this Opt-In Agreement in conjunction with the Settlement, including, but not limited to, seeking the Court's approval of procedures (including the giving of class notice under Federal Rules of Civil Procedure 23(c) and (e)) to secure the complete and final dismissal with prejudice of the Litigation as against the Opt-In Settlor.

16. As set forth in Paragraph 40 of the Class Settlement Agreement, no later than 35 days after the end of the Opt-In Period, Plaintiffs will submit to the Court a motion requesting that the Court preliminarily approve this Opt-In Agreement. The motion shall include a proposed form of order preliminarily approving the Opt-In Agreement and enjoining Releasing Parties from prosecuting any Released Claims in any forum until the Effective Date of the Settlement. Unless agreed otherwise, Opt-In Settlor shall not have an opportunity to review and comment on the preliminary approval motion.

17. To the extent the Court finds that this Opt-In Agreement does not meet the standard for preliminary approval, Plaintiffs and Opt-In Settlor will negotiate in good faith to attempt to modify the Opt-In Agreement to be resubmitted for approval, either directly or with the option of seeking assistance of the Special Master for Mediation, and will endeavor to resolve any issues to the satisfaction of the Court.

18. Plaintiffs and Opt-In Settlor agree to the use of the Settlement Administrator to administer the Settlement's notice and claims process. Subject to approval by the Court, the Settlement Administrator will undertake a method of providing notice to the Settlement Class Members of this Opt-In Agreement in conjunction with notice and claims administration of the Class Settlement Agreement that meets the requirements of due process and Federal Rule of Civil Procedure 23 and is substantially similar to the forms of notice provided under the Class Settlement Agreement. Settlement Class Members who file a claim to receive compensation from the Class Settlement Agreement will be deemed to also make a claim for compensation under this Opt-In Agreement unless they affirmatively state they are not claiming relief under this Opt-In Agreement.

19. To mitigate the costs of notice, Plaintiffs shall endeavor to disseminate a combined notice to the Settlement Class of the Class Settlement Agreement and this Opt-In Agreement along with any other settlements with other opt-in settlors that have been or are reached by the end of the Opt-In Period. The Notice Motion and the Notice Form shall be governed by Sections J, K, and L of the Class Settlement Agreement.

20. Opt-In Settlor agrees to cooperate with Settlement Class Counsel and the Settlement Administrator by providing contact information for Settlement Class Members, to the extent that such information is reasonably accessible and is the type of data provided by the Opt-In Settlor (if any) in Burnett, Gibson or Keel, within 30 days after Settlement Class Counsel files the Notice Motion.

21. Within ten (10) calendar days after the filing with the Court of this Opt-In Agreement and the accompanying motion papers seeking its preliminary approval, the Settlement Administrator shall, at Opt-In Settlor's expense, cause notice of this Opt-In Agreement to be served upon appropriate State and Federal officials as provided in the Class Action Fairness Act, 28 U.S.C. § 1715.

22. In connection with the filing of a motion seeking final approval of the Settlement, Plaintiffs shall timely seek entry of a final judgment and order as to Opt-In Settlor, the terms of which will include, at a minimum, the substance of the following provisions:

- a. certifying the Settlement Class, pursuant to Rule 23 of the Federal Rules of Civil Procedure, solely for purposes of the Settlement;
- b. approving finally the Class Settlement Agreement and Opt-In Agreement and their terms as being a fair, reasonable and adequate settlement as to the Settlement Class Members within the meaning of Rule 23 of the Federal

Rules of Civil Procedure and directing its consummation according to its terms;

- c. directing that, as to Opt-In Settlor only, the Litigation be dismissed with prejudice and, except as provided for herein, without costs;
- d. reserving exclusive jurisdiction over the Settlement and this Opt-In Agreement, including the interpretation, administration, consummation, and enforcement of the Settlement, to the United State District Court for the Northern District of Illinois, Eastern Division; and,
- e. determining under Federal Rule of Civil Procedure 54(b) that there is no just reason for delay and directing that the judgment in the Litigation as to Opt-In Settlor shall be final.

23. As of the execution date of this Opt-In Agreement, Plaintiffs and Opt-In Settlor shall be bound by the terms of this Opt-In Agreement and the Opt-In Agreement shall not be rescinded except in accordance with Section J. This Opt-In Agreement shall become Effective only after the occurrence of all conditions set forth above in the definition of the Effective Date.

F. Releases, Discharge, and Covenant Not to Sue

24. Upon the occurrence of the Effective Date, the Releasing Parties expressly and irrevocably waive, and fully, finally, and forever settle, discharge, and release the Released Parties from any and all manner of claims, demands, actions, suits, and causes of action, whether individual, class, representative, or otherwise in nature, for damages, restitution, disgorgement, interest, costs, expenses, attorneys' fees, fines, civil or other penalties, or other payment of money, or for injunctive, declaratory, or other equitable relief, whenever incurred, whether directly, indirectly, derivatively, or otherwise, whether known or unknown, suspected or unsuspected, in

law or in equity, that any Releasing Party ever had, now has, or hereafter can, shall, or may have and that have accrued as of the date of Class Notice of the Settlement arising from or related to the Released Claims. The Released Claims include but are not limited to the antitrust and consumer protection claims brought in the Litigation, as well as any claims that share any or all of the same factual predicates as those claims, including but not limited to similar state and federal statutes and other law potentially applicable to such alleged conduct. In connection therewith, upon the Effective Date of Settlement, each of the Releasing Parties (a) shall forever be enjoined from prosecuting in any forum any Released Claims against any of the Released Parties that accrued from the beginning of time through the date of Class Notice; and (b) agrees and covenants not to sue any of the Released Parties with respect to any Released Claims. For avoidance of doubt, this release extends to, but only to, the fullest extent permitted by law.

25. The Releasing Parties hereby expressly waive and release, solely with respect to the Released Claims, upon this Agreement becoming Effective, any and all provisions, rights, and benefits conferred by Section 1542 of the California Civil Code, which states:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY;

or by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to Section 1542 of the California Civil Code, including but not limited to Section 20-7-11 of the South Dakota Codified Laws, which provides that “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE,

WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR” or any law or principle of law of any jurisdiction that would limit or restrict the effect or scope of the provisions of the release set forth above, without regard to the subsequent discovery or existence of such other, different, or additional facts. Each Releasing Party may hereafter discover facts other than or different from those which he, she, or it knows or believes to be true with respect to the Released Claims, but each Releasing Party hereby expressly waives and fully, finally, and forever settles and releases, upon this Agreement becoming Effective, any known or unknown, suspected or unsuspected, contingent or non-contingent Released Claim, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

26. The Releasing Parties intend by this Opt-In Agreement to settle with and release only the Released Parties, and Plaintiffs and Opt-In Settlor do not intend this Opt-In Agreement, or any part hereof, or any other aspect of the proposed Settlement or release, to release or otherwise affect in any way any claims concerning product liability, breach of warranty, breach of contract or tort of any kind (other than a breach of contract or tort claim based on a factual predicate in the Litigation), a claim arising out of violation of the Uniform Commercial Code, or personal or bodily injury. The release does not extend to any individual claims that a Settlement Class Member may have against his or her own broker or agent based on a breach of contract, breach of fiduciary duty, malpractice, negligence or other tort claim, other than a claim that a Settlement Class Member paid an excessive commission or home price based on a factual predicate in the Litigation.

G. Practice Changes

27. As soon as practicable, and in no event later than thirty (30) days after the Effective Date, Opt-In Settlor (defined for purposes of this Paragraph to include Opt-In Settlor’s present and

future, direct and indirect corporate subsidiaries, related entities and affiliates, predecessors, and successors, and franchisees) will implement or maintain the following Practice Changes:

- i. advise and periodically remind company-owned brokerages, franchisees (if any), and their agents that there is no requirement that they must make offers to or must accept offers of compensation from buyer brokers or other buyer representatives or that, if made, such offers must be blanket, unconditional, or unilateral;
- ii. require that any company-owned brokerages and their agents (and recommend and encourage that any franchisees and their agents) disclose to prospective home sellers and buyers and state in conspicuous language that broker commissions are not set by law and are fully negotiable (a) in their listing agreement if it is not a government or MLS-specified form, (b) in their buyer representation agreement if there is one and it is not a government or MLS-specified form, and (c) in pre-closing disclosure documents if there are any and they are not government or MLS-specified forms. In the event that the listing agreement, buyer representation agreement, or pre-closing disclosure documents is a government or MLS-specified form, then the Opt-In Settlor will require that any company-owned brokerages and their agents (and recommend and encourage that any franchisees and their agents) include a disclosure with conspicuous language expressly stating that broker commissions are not set by law and are fully negotiable;
- iii. prohibit all company-owned brokerages and their agents acting as buyer representatives (and recommend and encourage that any franchisees and their

- agents acting as buyer representatives refrain) from advertising or otherwise representing that their services are free unless they will receive no financial compensation from any source for those services;
- iv. require that company owned brokerages and their agents disclose at the earliest moment possible any offer of compensation made in connection with each home marketed to prospective buyers in any format;
 - v. prohibit company owned brokerages and their agents (and recommend and encourage that any franchisees and their agents refrain) from utilizing any technology or taking manual actions to filter out or restrict listings that are searchable by and displayed to consumers based on the level of compensation offered to any cooperating broker, unless directed to do so by the client (and eliminate any internal systems or technological processes that may currently facilitate such practices);
 - vi. advise and periodically remind company owned brokerages and their agents of their obligation (and recommend and encourage that any franchisees and their agents) show properties regardless of the existence or amount of compensation offered to buyer brokers or other buyer representatives provided that each such property meets the buyer's articulated purchasing priorities;
 - vii. for each of the above points, for company owned brokerages, franchisees, and their agents, develop training materials consistent with the above relief and eliminate any contrary training materials currently used.

28. If not automatically terminated earlier by their own terms, the obligations set forth in Paragraph 27 will sunset 5 years after the Effective Date.

29. Opt-In Settlor acknowledges that the Practice Changes set forth herein are a material component of this Opt-In Agreement and agrees to use its best efforts to implement the Practice Changes specified in this Section.

30. If any disputes arise regarding the scope of the foregoing commitments to change practices or compliance with said commitments, Plaintiffs and Opt-In Settlor shall attempt to resolve it by agreement. If they are unable to resolve their dispute, they shall have the option to refer the dispute to the Special Master for Mediation for binding resolution.

31. Opt-In Settlor agrees to provide proof of compliance with these practice changes if requested by Settlement Class Counsel.

H. The Opt-In Settlor Monetary Amount

32. As consideration for the agreements and releases set forth herein, and in exchange for the full, complete, and final settlement of the claims asserted in the Litigation as provided in this Agreement, Opt-In Settlor shall deposit the Opt-In Settlor Monetary Amount into the Escrow Account as follows: \$1,000,000.00 within 14 days of the entry of an order granting preliminary approval to this Opt-In Agreement, with the remaining balance due within 14 days after the Effective Date.

33. In no event will Opt-In Settlor's monetary liability with respect to the Settlement exceed the Opt-In Settlor Monetary Amount.

34. The Escrow Account and Global Settlement Fund will be administered, and funds from it dispersed and distributed, as set forth in Sections I, M, N, and P of the Class Settlement Agreement.

35. Opt-In Settlor will not have any responsibility for, or liability in connection with, the Global Settlement Fund, including, but not limited to, the investment, administration, maintenance, or distribution thereof.

36. There will be no reduction of the Opt-In Settlor Monetary Amount or the Global Settlement Fund based on any Settlement Class Members who submit requests to be excluded from the Settlement. If the Settlement becomes Effective, no proceeds from the Settlement will revert to Opt-In Settlor regardless of the claims that are made.

37. As set forth in Section M of the Class Settlement Agreement, the distribution of the Global Settlement Fund shall be administered pursuant to the Plan of Allocation proposed by Settlement Class Counsel in their sole discretion and subject to the approval of the Court. Opt-In Settlor will have no participatory or approval rights with respect to the Plan of Allocation. It is understood and agreed by Plaintiffs and Opt-In Settlor that any proposed Plan of Allocation, including, but not limited to, any adjustments to the amount(s) of Settlement Class Members' payments, is completely independent of and is not a part of this Opt-In Agreement and is to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of this Opt-In Agreement. Plaintiffs and Opt-In Settlor shall be bound by the terms of this Opt-In Agreement irrespective of whether the Court or any other court, including on any appeal, disapproves or modifies the Plan of Allocation, and any modification or rejection of the Plan of Allocation shall not affect the validity or enforceability of this Opt-In Agreement or otherwise operate to terminate, modify, or cancel this Opt-In Agreement. Neither the Opt-In Settlor nor any other Released Party under this Agreement shall have any responsibility for, or interest in, or liability whatsoever with respect to the allocation among Settlement Class Counsel, Plaintiffs,

and/or any other person who may assert some claim thereto, of any fee and expense award that the Court may make in the Litigation.

38. Subject to the terms of the Class Settlement Agreement, and subject to Court approval, Plaintiffs may apply to the Court for an award of past, current, or future reasonable litigation costs and expenses, an award of reasonable attorneys' fees, and any service award(s) to the class representative(s). Any such awards shall be payable solely from the Global Settlement Fund, including the Opt-In Settlor Monetary Amount, subject to Court approval.

39. The procedure for and the allowance or disallowance by the Court of the application by Settlement Class Counsel for attorneys' fees, costs and expenses, or service awards for the class representative(s) to be paid out of the Global Settlement Fund are not part of this Agreement, and are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness and adequacy of the Settlement, and any Order or proceeding relating to a request for attorneys' fees and reimbursement of expenses or service awards, or any appeal from any such Order, shall not operate to terminate or cancel this Agreement, or affect or delay the finality of the judgment approving the Settlement. Except as otherwise provided herein, Opt-In Settlor nor any other Released Party under this Agreement shall have any responsibility for, or interest in, or liability whatsoever with respect to any payment to Settlement Class Counsel and/or Plaintiffs or any fee and expense award, or service award, in the Litigation. The Releasing Parties will look solely to the Global Settlement Fund for monetary relief and satisfaction against the Released Parties of all Released Claims and shall have no other recovery against Opt-In Settlor or the Released Parties.

40. Opt-In Settlor has no responsibility to make any filings relating to the Global Settlement Fund or to pay taxes or tax expenses with respect thereto, and has no liability or responsibility for the taxes or expenses incurred in connection with taxation matters.

J. Rescission

41. This Opt-In Agreement will be deemed rescinded 30 days after an Order from the Court declining to certify the Settlement Class as defined in the Class Settlement Agreement and this Opt-In Agreement, declining to grant preliminary or final approval of the Settlement or this Opt-In Agreement in all material respects, or materially modifying or setting aside this Opt-In Agreement or any judgment approving this Settlement in any material respects on appeal, unless Plaintiffs and Opt-In Settlor agree in writing that the Opt-In Agreement shall continue within twenty-nine (29) days of the order.

42. A modification or reversal on appeal of any amount of the Global Settlement Fund that the Court authorizes to be used to pay Plaintiffs' fees or litigation expenses or service awards shall not be deemed a modification of all or a part of the terms of this Opt-In Agreement or the final judgment and order.

43. If the Class Settlement Agreement is rescinded pursuant to Section P of the Class Settlement Agreement, then Settlement Class Counsel shall provide Opt-In Settlor notice of the rescission and this Opt-In Agreement shall also be rescinded unless Plaintiffs and Opt-In Settlor agree in writing within ten (10) days of the event triggering rescission that this Opt-In Agreement shall continue.

44. If this Opt-In Agreement is rescinded, Plaintiffs and Opt-In Settlor agree that pending deadlines applicable to Opt-In Settlor in the Litigation (if any) that were mooted by the execution of this Opt-In Agreement shall be reset, and no Party shall contend that filing or renewal

of any motions or pleadings were rendered untimely or were waived by operation of this Opt-In Agreement.

45. If this Opt-In Agreement is rescinded, Opt-In Settlor will no longer be a Released Party, it will not be bound by this Opt-In Agreement, and the Settlement Administrator shall return Opt-In Settlor's Balance (defined below) to Opt-In Settlor from the Escrow Account within thirty (30) days of the rescission (the "Rescission Date"). Opt-In Settlor's Balance is equal to the Opt-In Settlor's Monetary Amount paid into the Escrow Account as of the Rescission Date, less the Opt-In Settlor's Share (defined below) of permitted expenses paid from or incurred against the Global Settlement Fund as of the Rescission Date, plus the Opt-In Settlor's Share of interest paid into or accrued in the Global Settlement Fund as of the date of the Rescission Date. The Opt-In Settlor's Share is equal to the amount of the Opt-In Settlor Monetary Amount paid into the Global Settlement Fund as of the Rescission Date divided by the total of all Settling Defendants' and opt-in settlors' Monetary Amounts paid into the Escrow Account as of the Rescission Date.

46. Opt-In Settlor does not waive, and hereby expressly reserves, all of its legal rights and defenses, including, but not limited to, any defenses relating to the lack of personal jurisdiction, in the event of the rescission of this Agreement.

47. Opt-In Settlor warrants and represents that it is not "insolvent" within the meaning of applicable bankruptcy laws as of the time this Opt-In Agreement is executed. In the event of a final order of a court of competent jurisdiction, not subject to any further proceedings, determining the transfer of the Opt-In Settlor's Monetary Amount, or any portion thereof, by or on behalf of Opt-In Settlor to be a preference, voidable transfer, fraudulent transfer or similar transaction under Title 11 of the United States Code (Bankruptcy) or applicable state law and any portion thereof is required to be refunded and such amount is not promptly deposited in the Escrow Account by or

on behalf of Opt-In Settlor, then, at the election of Class Counsel, this Opt-In Agreement may be terminated and the releases given and the judgment entered as to Opt-In Settlor pursuant to the Settlement shall be null and void.

K. Miscellaneous

48. This Opt-In Agreement and any actions taken to carry out the Settlement are not intended to be, nor shall they be deemed or construed to be, an admission or concession of liability or of the truth or validity of any claim or allegation, defense, or point of fact or law on the part of any party. Opt-In Settlor denies the material allegations in the Litigation. This Opt-In Agreement, the fact of the Settlement, any approval proceedings, the negotiations as to the Settlement and this Opt-In Agreement, and any related documents, shall not be used as an admission of any fault or omission by Opt-In Settlor, or be offered in evidence as an admission, concession, presumption, or inference of any wrongdoing by Opt-In Settlor in any proceeding.

49. Any disputes between Plaintiffs and Opt-In Settlor concerning this Opt-In Agreement shall, if they cannot be resolved, be presented to the Special Master for Mediation for assistance in mediating a resolution.

50. The provisions of this Opt-In Agreement shall, where possible, be interpreted in a manner to sustain their legality and enforceability.

51. Any disputes relating to this Opt-In Agreement will be governed by Illinois law without regard to conflicts of law provisions.

52. The Court shall retain jurisdiction over the interpretation, approval, implementation, and enforcement of the Class Settlement Agreement, the Settlement, and this Opt-In Agreement, but will not use that stipulation or Opt-In Settlor's agreement to be governed by Illinois law as grounds for personal jurisdiction over an Opt-In Settlor in any litigation unrelated

to the interpretation, approval, implementation, or enforcement of this Opt-In Agreement, including, but not limited to, litigation of claims or potential claims against Opt-In Settlor in the event that the Class Settlement Agreement and/or this Opt-In Agreement is rescinded. For the avoidance of doubt, Opt-In Settlor does not waive but rather reserves all defenses and rights, including, but not limited to, those concerning personal jurisdiction and failure to state a claim.

53. The Class Settlement Agreement (including the Exhibits and Appendices attached thereto) and this Opt-In Agreement constitute the entire agreement among Plaintiffs and Opt-In Settlor pertaining to the Settlement and resolution of any claims or potential claims against Opt-In Settlor. This Opt-In Agreement may be modified or amended only by a writing executed by Plaintiffs and Opt-In Settlor.

54. Opt-In Settlor acknowledges that it has been and is being fully advised by competent legal counsel of Opt-In Settlor's own choice and fully understands the terms and conditions of the Class Settlement Agreement and this Opt-In Agreement, and the meaning and import thereof, and that Opt-In Settlor's execution of this Opt-In Agreement is with the advice of such Opt-In Settlor's counsel and of Opt-In Settlor's own free will. Opt-In Settlor submits to the exclusive jurisdiction of the Court for the purposes of interpreting and enforcing the terms of this Opt-In Agreement, including but not limited to, the practice changes contained therein. Plaintiffs and Opt-In Settlor each represents and warrants that it has sufficient information to reach an informed decision and has, independently and without relying upon other parties, and based on such information as it has deemed appropriate, made its own decision to enter into this Opt-In Agreement and was not fraudulently or otherwise wrongfully induced to enter into this Opt-In Agreement.

55. Each of the undersigned attorneys represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Opt-In Agreement.

FOR PLAINTIFFS & SETTLEMENT CLASS COUNSEL


By: Paul Geske

Dated: April 11, 2026

FOR COMPASS, INC.


By: Chahira Solh
CROWELL & MORING LLP
3 Park Plaza, 20th Floor
Irvine, CA 92614
csolh@crowell.com
949-263-8400

Dated: April 10, 2026

Exhibit 7

Defendants participated in a conspiracy to raise, fix, maintain, or stabilize real estate broker commissions in violation of Section 1 of the Sherman Act and certain state laws;

WHEREAS, Plaintiffs, through their counsel, have conducted an investigation into the facts and the law regarding Opt-In Settlor's alleged participation in the alleged conspiracy to raise, fix, maintain, or stabilize real estate broker commissions in violation of Section 1 of the Sherman Act, state antitrust laws, and state consumer protection laws, and have concluded that a settlement according to the terms set forth below is fair, reasonable, and adequate and in the best interest of Plaintiffs and the other Settlement Class Members;

WHEREAS, Opt-In Settlor denies Plaintiffs' allegations and any charges of wrongdoing or liability of any kind but nevertheless has decided to enter into this Opt-In Agreement to avoid the expense, inconvenience, and the distraction of burdensome and protracted litigation, to obtain the nationwide releases, orders, and judgment contemplated by the Class Settlement Agreement and this Opt-In Agreement, and to put to rest with finality all claims and allegations that Plaintiffs and Settlement Class Members have or could have asserted against Opt-In Settlor; and

WHEREAS, Opt-In Settlor has agreed, in addition to providing the monetary compensation set forth below, to implement certain practice changes, each as set forth in this Opt-In Agreement.

NOW, THEREFORE, in consideration of the agreements and releases set forth herein and other good and valuable consideration, and intending to be legally bound, it is agreed by and between Plaintiffs, individually and on behalf of the Settlement Class, and Opt-In Settlor that certain actual or potential claims be settled, compromised, and dismissed with prejudice as to Opt-In Settlor and, except as hereinafter provided, without costs as to Plaintiffs, the Settlement

Class, or Opt-In Settlor, subject to the approval of the Court, on the following terms and conditions:

B. Definitions

Plaintiffs and Opt-In Settlor agree that the capitalized terms used in this Opt-In Agreement shall be defined and interpreted in accordance with the definitions set forth in the Class Settlement Agreement unless otherwise specified herein. The following terms, as used in this Opt-In Agreement only, have the following meanings:

1. “Class Period” with respect to Opt-In Settlor means:
 - i. From January 25, 2006 to date of Class Notice for homes in Puerto Rico;
 - ii. From January 25, 2011 to date of Class Notice for homes in Rhode Island and Louisiana;
 - iii. From January 25, 2013 to date of Class Notice for homes in Wyoming;
 - iv. 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;
 - v. From January 25, 2016 to date of Class Notice for homes in Arkansas, Kentucky, Illinois, Iowa, Missouri, Utah, and West Virginia;
 - vi. 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;

vii. 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

viii. From January 25, 2019 to date of Class Notice for homes in Texas and for all other homes across the United States.

2. “Effective” means that all conditions set forth below in the definition of “Effective Date” have occurred.

3. “Effective Date” means the date when both of the following conditions have occurred: (a) the Court has entered a final judgment and order approving the Class Settlement Agreement and this Opt-In Agreement under Rule 23(e) of the Federal Rules of Civil Procedure and dismissing the Litigation with prejudice; and (b) the time for appeal or to seek permission to appeal from the Court’s approval of the Class Settlement Agreement and this Opt-In Agreement and the entry of a final judgment has expired or, if appealed, approval of the Class Settlement Agreement and this Opt-In Agreement and the final judgment have been affirmed in their entirety by the court of last resort to which such appeal has been taken and such affirmance is no longer subject to further appeal or review. It is agreed that neither the provisions of Federal Rule of Civil Procedure 60 nor the All Writs Act, 28 U.S.C. § 1651, shall be considered in determining the above-stated times.

4. “Hooper” means the case captioned *1925 Hooper LLC et al. v. The Nat’l Ass’n of Realtors et al.*, No. 1:23-cv-5392-MHC (N.D. Ga.).

5. “Released Claims” means 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 or in *Hooper* 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 of residential real estate.

6. “Released Parties” means Opt-In Settlor, eXp Realty, 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. This Opt-In Agreement shall not result in the release of any claims against any other party or non-party not specifically listed herein.

7. “Releasing Parties” means Plaintiffs and any Settlement Class Members, including any of their immediate family members, heirs, representatives, administrators, executors, devisees, legatees, and estates, acting in their capacity as such; and for entities including any of their past, present or future officers, directors, members, shareholders, managers, insurers, general or limited partners, divisions, stockholders, agents, attorneys, employees, legal representatives, trustees, parents, associates, affiliates, joint ventures, subsidiaries, heirs, executors, administrators, predecessors, successors and assigns, acting in their

capacity as such solely with respect to the claims based on or derived from claims of the Plaintiffs or the Settlement Class Members.

8. “Settlement” means the settlement of the Released Claims against Opt-In Settlor as contemplated by the Class Settlement Agreement and this Opt-In Agreement.

9. “Settlement Class” means the class of persons that will be certified by the Court for Settlement purposes defined in Paragraph 15 of the Class Settlement Agreement. The Settlement Class shall not include individuals who have separately released the Released Claims against Opt-In Settlor in a court approved class settlement in Hooper, but only as to Opt-In Settlor.

10. “Opt-In Settlor Monetary Amount” shall be \$4,335,000.00.

C. Operation of the Settlement

11. Plaintiffs and Opt-In Settlor agree that, as a condition precedent for this Opt-In Agreement to become effective, Opt-In Settlor has delivered to Settlement Class Counsel an executed version of this Opt-In Agreement confirming that Opt-In Settlor has selected “Option 2” as defined in Section G of the Class Settlement Agreement.

12. As a condition for being a Released Party, Opt-In Settlor agrees to be bound by this Opt-In Agreement, including the practice changes reflected in Section G of this Opt-In Agreement.

D. Stipulation to Class Certification

13. Plaintiffs and Opt-In Settlor hereby stipulate, for purposes of the Settlement only, that the requirements of Federal Rules of Civil Procedure 23(a), 23(b)(2), and 23(b)(3) are satisfied and, subject to Court approval, the Settlement Class shall be certified for settlement purposes. The Plaintiffs and Opt-In Settlor further stipulate that if, for any reason, the Settlement

is rescinded, then the Plaintiffs' and Opt-In Settlor's stipulation to class certification as part of the Settlement shall become null and void.

14. The Class Settlement Agreement, this Opt-In Agreement, and any statement, transaction, or proceeding in connection with the negotiation, execution, or implementation of the Opt-In Agreement, shall not be construed as or deemed to be evidence of an admission or concession by Opt-In Settlor that a class should be or should have been certified for any purposes other than for purposes of the Settlement, and none of them shall be admissible in evidence for any such purpose in any proceeding.

15. Opt-In Settlor reserves all of its legal rights and defenses with respect to any claims brought by individuals who timely and validly request to be excluded from the Settlement Class.

E. Approval of this Opt-In Agreement

16. The Plaintiffs and Opt-In Settlor agree to make reasonable best efforts to effectuate this Opt-In Agreement in conjunction with the Settlement, including, but not limited to, seeking the Court's approval of procedures (including the giving of class notice under Federal Rules of Civil Procedure 23(c) and (e)) to secure the complete and final dismissal with prejudice of the Litigation as against the Opt-In Settlor.

17. As set forth in Paragraph 40 of the Class Settlement Agreement, no later than 35 days after the end of the Opt-In Period, Plaintiffs will submit to the Court a motion requesting that the Court preliminarily approve this Opt-In Agreement. The motion shall include a proposed form of order preliminarily approving the Opt-In Agreement and enjoining Releasing Parties from prosecuting any Released Claims in any forum until the Effective Date of the Settlement.

Unless agreed otherwise, Opt-In Settlor shall not have an opportunity to review and comment on the preliminary approval motion.

18. To the extent the Court finds that this Opt-In Agreement does not meet the standard for preliminary approval, Plaintiffs and Opt-In Settlor will negotiate in good faith to attempt to modify the Opt-In Agreement to be resubmitted for approval, either directly or with the option of seeking assistance of the Special Master for Mediation, and will endeavor to resolve any issues to the satisfaction of the Court.

19. Plaintiffs and Opt-In Settlor agree to the use of the Settlement Administrator to administer the Settlement's notice and claims process. Subject to approval by the Court, the Settlement Administrator will undertake a method of providing notice to the Settlement Class Members of this Opt-In Agreement in conjunction with notice and claims administration of the Class Settlement Agreement that meets the requirements of due process and Federal Rule of Civil Procedure 23 and is substantially similar to the forms of notice provided under the Class Settlement Agreement. Settlement Class Members who file a claim to receive compensation from the Class Settlement Agreement will be deemed to also make a claim for compensation under this Opt-In Agreement unless they affirmatively state they are not claiming relief under this Opt-In Agreement.

20. To mitigate the costs of notice, Plaintiffs shall endeavor to disseminate a combined notice to the Settlement Class of the Class Settlement Agreement and this Opt-In Agreement along with any other settlements with other opt-in settlors that have been or are reached by the end of the Opt-In Period. The Notice Motion and the Notice Form shall be governed by Sections J, K, and L of the Class Settlement Agreement.

21. Opt-In Settlor agrees to cooperate with Settlement Class Counsel and the Settlement Administrator by providing contact information for Settlement Class Members, to the extent that such information is reasonably accessible and is the type of data provided by the Opt-In Settlor (if any) in Hooper within 30 days after Settlement Class Counsel files the Notice Motion.

22. Within ten (10) calendar days after the filing with the Court of this Opt-In Agreement and the accompanying motion papers seeking its preliminary approval, the Settlement Administrator shall, at Opt-In Settlor's expense, cause notice of this Opt-In Agreement to be served upon appropriate State and Federal officials as provided in the Class Action Fairness Act, 28 U.S.C. § 1715.

23. In connection with the filing of a motion seeking final approval of the Settlement, Plaintiffs shall timely seek entry of a final judgment and order as to Opt-In Settlor, the terms of which will include, at a minimum, the substance of the following provisions:

- a. certifying the Settlement Class, pursuant to Rule 23 of the Federal Rules of Civil Procedure, solely for purposes of the Settlement;
- b. approving finally the Class Settlement Agreement and Opt-In Agreement and their terms as being a fair, reasonable and adequate settlement as to the Settlement Class Members within the meaning of Rule 23 of the Federal Rules of Civil Procedure and directing its consummation according to its terms;
- c. directing that, as to Opt-In Settlor only, the Litigation be dismissed with prejudice and, except as provided for herein, without costs;

- d. reserving exclusive jurisdiction over the Settlement and this Opt-In Agreement, including the interpretation, administration, consummation, and enforcement of the Settlement, to the United State District Court for the Northern District of Illinois, Eastern Division; and,
- e. determining under Federal Rule of Civil Procedure 54(b) that there is no just reason for delay and directing that the judgment in the Litigation as to Opt-In Settlor shall be final.

24. As of the execution date of this Opt-In Agreement, Plaintiffs and Opt-In Settlor shall be bound by the terms of this Opt-In Agreement and the Opt-In Agreement shall not be rescinded except in accordance with Section J. This Opt-In Agreement shall become Effective only after the occurrence of all conditions set forth above in the definition of the Effective Date.

F. Releases, Discharge, and Covenant Not to Sue

25. Upon the occurrence of the Effective Date, the Releasing Parties expressly and irrevocably waive, and fully, finally, and forever settle, discharge, and release the Released Parties from any and all manner of claims, demands, actions, suits, and causes of action, whether individual, class, representative, or otherwise in nature, for damages, restitution, disgorgement, interest, costs, expenses, attorneys' fees, fines, civil or other penalties, or other payment of money, or for injunctive, declaratory, or other equitable relief, whenever incurred, whether directly, indirectly, derivatively, or otherwise, whether known or unknown, suspected or unsuspected, in law or in equity, that any Releasing Party ever had, now has, or hereafter can, shall, or may have and that have accrued as of the date of Class Notice of the Settlement arising from or related to the Released Claims. The Released Claims include but are not limited to the antitrust and consumer protection claims brought in the Litigation, as well as any claims that

share any or all of the same factual predicates as those claims, including but not limited to similar state and federal statutes and other law potentially applicable to such alleged conduct. In connection therewith, upon the Effective Date of Settlement, each of the Releasing Parties (a) shall forever be enjoined from prosecuting in any forum any Released Claims against any of the Released Parties that accrued from the beginning of time through the date of Class Notice; and (b) agrees and covenants not to sue any of the Released Parties with respect to any Released Claims. For avoidance of doubt, this release extends to, but only to, the fullest extent permitted by law.

26. The Releasing Parties hereby expressly waive and release, solely with respect to the Released Claims, upon this Agreement becoming Effective, any and all provisions, rights, and benefits conferred by Section 1542 of the California Civil Code, which states:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY;

or by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to Section 1542 of the California Civil Code, including but not limited to Section 20-7-11 of the South Dakota Codified Laws, which provides that “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR” or any law or principle of law of any jurisdiction that would limit or restrict the effect or scope of the provisions of the release set forth above,

without regard to the subsequent discovery or existence of such other, different, or additional facts. Each Releasing Party may hereafter discover facts other than or different from those which he, she, or it knows or believes to be true with respect to the Released Claims, but each Releasing Party hereby expressly waives and fully, finally, and forever settles and releases, upon this Agreement becoming Effective, any known or unknown, suspected or unsuspected, contingent or non-contingent Released Claim, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

27. The Releasing Parties intend by this Opt-In Agreement to settle with and release only the Released Parties, and Plaintiffs and Opt-In Settlor do not intend this Opt-In Agreement, or any part hereof, or any other aspect of the proposed Settlement or release, to release or otherwise affect in any way any claims concerning product liability, breach of warranty, breach of contract or tort of any kind (other than a breach of contract or tort claim based on a factual predicate in the Litigation), a claim arising out of violation of the Uniform Commercial Code, or personal or bodily injury. The release does not extend to any individual claims that a Settlement Class Member may have against his or her own broker or agent based on a breach of contract, breach of fiduciary duty, malpractice, negligence or other tort claim, other than a claim that a Settlement Class Member paid an excessive commission or home price based on a factual predicate in the Litigation.

G. Practice Changes

28. As soon as practicable, and in no event later than thirty (30) days after the Effective Date, Opt-In Settlor (defined for purposes of this Paragraph to include Opt-In Settlor's present and future, direct and indirect corporate subsidiaries, related entities and affiliates,

predecessors, and successors, and franchisees) will implement or maintain the following Practice Changes:

- i. advise and periodically remind company-owned brokerages, franchisees (if any), and their agents that as a seller's agent there is no requirement that they must make offers to or must accept offers of compensation from buyer brokers or other buyer representatives or that, if made, such offers must be blanket, unconditional, or unilateral;
- ii. require that any company-owned brokerages and their agents (and recommend and encourage that any franchisees and their agents) disclose to prospective home sellers and buyers and state in conspicuous language that broker commissions are not set by law and are fully negotiable (a) in their listing agreement if it is not a government or MLS-specified form, (b) in their buyer representation agreement if there is one and it is not a government or MLS-specified form, and (c) in pre-closing disclosure documents if there are any and they are not government or MLS-specified forms. In the event that the listing agreement, buyer representation agreement, or pre-closing disclosure documents is a government or MLS-specified form, then the Opt-In Settlor will require that any company-owned brokerages and their agents (and recommend and encourage that any franchisees and their agents) include a disclosure with conspicuous language expressly stating that broker commissions are not set by law and are fully negotiable;
- iii. prohibit all company-owned brokerages and their agents acting as buyer representatives (and recommend and encourage that any franchisees and their

- agents acting as buyer representatives refrain) from advertising or otherwise representing that their services are free unless they will receive no financial compensation from any source for those services;
- iv. require that company owned brokerages and their agents disclose at the earliest moment possible any offer of compensation made in connection with each home marketed to prospective buyers in any format;
 - v. prohibit company owned brokerages and their agents (and recommend and encourage that any franchisees and their agents refrain) from utilizing any technology or taking manual actions to filter out or restrict listings that are searchable by and displayed to consumers based on the level of compensation offered to any cooperating broker, unless directed to do so by the client (and eliminate any internal systems or technological processes that may currently facilitate such practices);
 - vi. advise and periodically remind company owned brokerages and their agents of their obligation (and recommend and encourage that any franchisees and their agents) to identify properties that fit their client's needs regardless of the existence or amount of compensation offered to buyer brokers or other buyer representatives provided that each such property meets the buyer's articulated purchasing priorities and the client has not directed them not to do so;
 - vii. for each of the above points, for company owned brokerages, franchisees, and their agents, develop training materials consistent with the above relief and eliminate any contrary training materials currently used.

29. If not automatically terminated earlier by their own terms, the obligations set forth in Paragraph 28 will sunset 5 years after the Effective Date.

30. Opt-In Settlor acknowledges that the Practice Changes set forth herein are a material component of this Opt-In Agreement and agrees to use its best efforts to implement the Practice Changes specified in this Section.

31. If any disputes arise regarding the scope of the foregoing commitments to change practices or compliance with said commitments, Plaintiffs and Opt-In Settlor shall attempt to resolve it by agreement. If they are unable to resolve their dispute, they shall have the option to refer the dispute to the Special Master for Mediation for binding resolution.

32. Opt-In Settlor agrees to provide proof of compliance with these practice changes if requested by Settlement Class Counsel.

H. The Opt-In Settlor Monetary Amount

33. As consideration for the agreements and releases set forth herein, and in exchange for the full, complete, and final settlement of the claims asserted in the Litigation as provided in this Agreement, Opt-In Settlor shall deposit the Opt-In Settlor Monetary Amount into the Escrow Account as follows: \$1,000,000 within 30 days after the entry of an order granting preliminary approval to this Opt-In Agreement, with the remaining balance due within 30 days after the Effective Date.

34. In no event will Opt-In Settlor's monetary liability with respect to the Settlement exceed the Opt-In Settlor Monetary Amount.

35. The Escrow Account and Global Settlement Fund will be administered, and funds from it dispersed and distributed, as set forth in Sections I, M, N, and P of the Class Settlement Agreement.

36. Opt-In Settlor will not have any responsibility for, or liability in connection with, the Global Settlement Fund, including, but not limited to, the investment, administration, maintenance, or distribution thereof.

37. There will be no reduction of the Opt-In Settlor Monetary Amount or the Global Settlement Fund based on any Settlement Class Members who submit requests to be excluded from the Settlement. If the Settlement becomes Effective, no proceeds from the Settlement will revert to Opt-In Settlor regardless of the claims that are made.

38. As set forth in Section M of the Class Settlement Agreement, the distribution of the Global Settlement Fund shall be administered pursuant to the Plan of Allocation proposed by Settlement Class Counsel in their sole discretion and subject to the approval of the Court. Opt-In Settlor will have no participatory or approval rights with respect to the Plan of Allocation. It is understood and agreed by Plaintiffs and Opt-In Settlor that any proposed Plan of Allocation, including, but not limited to, any adjustments to the amount(s) of Settlement Class Members' payments, is completely independent of and is not a part of this Opt-In Agreement and is to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of this Opt-In Agreement. Plaintiffs and Opt-In Settlor shall be bound by the terms of this Opt-In Agreement irrespective of whether the Court or any other court, including on any appeal, disapproves or modifies the Plan of Allocation, and any modification or rejection of the Plan of Allocation shall not affect the validity or enforceability of this Opt-In Agreement or otherwise operate to terminate, modify, or cancel this Opt-In Agreement. Neither the Opt-In Settlor nor any other Released Party under this Agreement shall have any responsibility for, or interest in, or liability whatsoever with respect to the allocation

among Settlement Class Counsel, Plaintiffs, and/or any other person who may assert some claim thereto, of any fee and expense award that the Court may make in the Litigation.

39. Subject to the terms of the Class Settlement Agreement, and subject to Court approval, Plaintiffs may apply to the Court for an award of past, current, or future reasonable litigation costs and expenses, an award of reasonable attorneys' fees, and any service award(s) to the class representative(s). Any such awards shall be payable solely from the Global Settlement Fund, including the Opt-In Settlor Monetary Amount, subject to Court approval.

40. The procedure for and the allowance or disallowance by the Court of the application by Settlement Class Counsel for attorneys' fees, costs and expenses, or service awards for the class representative(s) to be paid out of the Global Settlement Fund are not part of this Agreement, and are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness and adequacy of the Settlement, and any Order or proceeding relating to a request for attorneys' fees and reimbursement of expenses or service awards, or any appeal from any such Order, shall not operate to terminate or cancel this Agreement, or affect or delay the finality of the judgment approving the Settlement. Except as otherwise provided herein, Opt-In Settlor nor any other Released Party under this Agreement shall have any responsibility for, or interest in, or liability whatsoever with respect to any payment to Settlement Class Counsel and/or Plaintiffs or any fee and expense award, or service award, in the Litigation. The Releasing Parties will look solely to the Global Settlement Fund for monetary relief and satisfaction against the Released Parties of all Released Claims and shall have no other recovery against Opt-In Settlor or the Released Parties.

41. Opt-In Settlor has no responsibility to make any filings relating to the Global Settlement Fund or to pay taxes or tax expenses with respect thereto, and has no liability or responsibility for the taxes or expenses incurred in connection with taxation matters.

J. Rescission

42. This Opt-In Agreement will be deemed rescinded 30 days after an Order from the Court declining to certify the Settlement Class as defined in the Class Settlement Agreement and this Opt-In Agreement, declining to grant preliminary or final approval of the Settlement or this Opt-In Agreement in all material respects, or materially modifying or setting aside this Opt-In Agreement or any judgment approving this Settlement in any material respects on appeal, unless Plaintiffs and Opt-In Settlor agree in writing that the Opt-In Agreement shall continue within twenty-nine (29) days of the order.

43. A modification or reversal on appeal of any amount of the Global Settlement Fund that the Court authorizes to be used to pay Plaintiffs' fees or litigation expenses or service awards shall not be deemed a modification of all or a part of the terms of this Opt-In Agreement or the final judgment and order.

44. If the Class Settlement Agreement is rescinded pursuant to Section P of the Class Settlement Agreement, then Settlement Class Counsel shall provide Opt-In Settlor notice of the rescission and this Opt-In Agreement shall also be rescinded unless Plaintiffs and Opt-In Settlor agree in writing within ten (10) days of the event triggering rescission that this Opt-In Agreement shall continue.

45. If this Opt-In Agreement is rescinded, Plaintiffs and Opt-In Settlor agree that pending deadlines applicable to Opt-In Settlor in the Litigation (if any) that were mooted by the execution of this Opt-In Agreement shall be reset, and no Party shall contend that filing or

renewal of any motions or pleadings were rendered untimely or were waived by operation of this Opt-In Agreement.

46. If this Opt-In Agreement is rescinded, Opt-In Settlor will no longer be a Released Party, it will not be bound by this Opt-In Agreement, and the Settlement Administrator shall return Opt-In Settlor's Balance (defined below) to Opt-In Settlor from the Escrow Account within thirty (30) days of the rescission (the "Rescission Date"). Opt-In Settlor's Balance is equal to the Opt-In Settlor's Monetary Amount paid into the Escrow Account as of the Rescission Date, less the Opt-In Settlor's Share (defined below) of permitted expenses paid from or incurred against the Global Settlement Fund as of the Rescission Date, plus the Opt-In Settlor's Share of interest paid into or accrued in the Global Settlement Fund as of the date of the Rescission Date. The Opt-In Settlor's Share is equal to the amount of the Opt-In Settlor Monetary Amount paid into the Global Settlement Fund as of the Rescission Date divided by the total of all Settling Defendants' and opt-in settlors' Monetary Amounts paid into the Escrow Account as of the Rescission Date.

47. Opt-In Settlor does not waive, and hereby expressly reserves, all of its legal rights and defenses, including, but not limited to, any defenses relating to the lack of personal jurisdiction, in the event of the rescission of this Agreement.

48. Opt-In Settlor warrants and represents that it is not "insolvent" within the meaning of applicable bankruptcy laws as of the time this Opt-In Agreement is executed. In the event of a final order of a court of competent jurisdiction, not subject to any further proceedings, determining the transfer of the Opt-In Settlor's Monetary Amount, or any portion thereof, by or on behalf of Opt-In Settlor to be a preference, voidable transfer, fraudulent transfer or similar transaction under Title 11 of the United States Code (Bankruptcy) or applicable state law and

any portion thereof is required to be refunded and such amount is not promptly deposited in the Escrow Account by or on behalf of Opt-In Settlor, then, at the election of Class Counsel, this Opt-In Agreement may be terminated and the releases given and the judgment entered as to Opt-In Settlor pursuant to the Settlement shall be null and void.

K. Miscellaneous

49. This Opt-In Agreement and any actions taken to carry out the Settlement are not intended to be, nor shall they be deemed or construed to be, an admission or concession of liability or of the truth or validity of any claim or allegation, defense, or point of fact or law on the part of any party. Opt-In Settlor denies the material allegations in the Litigation. This Opt-In Agreement, the fact of the Settlement, any approval proceedings, the negotiations as to the Settlement and this Opt-In Agreement, and any related documents, shall not be used as an admission of any fault or omission by Opt-In Settlor, or be offered in evidence as an admission, concession, presumption, or inference of any wrongdoing by Opt-In Settlor in any proceeding.

50. Any disputes between Plaintiffs and Opt-In Settlor concerning this Opt-In Agreement shall, if they cannot be resolved, be presented to the Special Master for Mediation for assistance in mediating a resolution.

51. The provisions of this Opt-In Agreement shall, where possible, be interpreted in a manner to sustain their legality and enforceability.

52. Any disputes relating to this Opt-In Agreement will be governed by Illinois law without regard to conflicts of law provisions.

53. The Court shall retain jurisdiction over the interpretation, approval, implementation, and enforcement of the Class Settlement Agreement, the Settlement, and this Opt-In Agreement, but will not use that stipulation or Opt-In Settlor's agreement to be governed

by Illinois law as grounds for personal jurisdiction over an Opt-In Settlor in any litigation unrelated to the interpretation, approval, implementation, or enforcement of this Opt-In Agreement, including, but not limited to, litigation of claims or potential claims against Opt-In Settlor in the event that the Class Settlement Agreement and/or this Opt-In Agreement is rescinded. For the avoidance of doubt, Opt-In Settlor does not waive but rather reserves all defenses and rights, including, but not limited to, those concerning personal jurisdiction and failure to state a claim.

54. The Class Settlement Agreement (including the Exhibits and Appendices attached thereto) and this Opt-In Agreement constitute the entire agreement among Plaintiffs and Opt-In Settlor pertaining to the Settlement and resolution of any claims or potential claims against Opt-In Settlor. This Opt-In Agreement may be modified or amended only by a writing executed by Plaintiffs and Opt-In Settlor.

55. Opt-In Settlor acknowledges that it has been and is being fully advised by competent legal counsel of Opt-In Settlor's own choice and fully understands the terms and conditions of the Class Settlement Agreement and this Opt-In Agreement, and the meaning and import thereof, and that Opt-In Settlor's execution of this Opt-In Agreement is with the advice of such Opt-In Settlor's counsel and of Opt-In Settlor's own free will. Opt-In Settlor submits to the exclusive jurisdiction of the Court for the purposes of interpreting and enforcing the terms of this Opt-In Agreement, including but not limited to, the practice changes contained therein. Plaintiffs and Opt-In Settlor each represents and warrants that it has sufficient information to reach an informed decision and has, independently and without relying upon other parties, and based on such information as it has deemed appropriate, made its own decision to enter into this Opt-In

Agreement and was not fraudulently or otherwise wrongfully induced to enter into this Opt-In Agreement.

56. Each of the undersigned attorneys represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Opt-In Agreement.

FOR PLAINTIFFS & SETTLEMENT CLASS COUNSEL

Paul Geske
By: Paul Geske

Dated: April 14, 2026

FOR EXP WORLD HOLDINGS, INC.

JHR
By:

Dated: 4-14-26

Exhibit 8

according to the terms set forth below is fair, reasonable, and adequate and in the best interest of Plaintiffs and the other Settlement Class Members;

WHEREAS, Opt-In Settlor denies Plaintiffs' allegations in this Litigation and any charges of wrongdoing or liability of any kind but nevertheless has decided to enter into this Opt-In Agreement to avoid the expense, inconvenience, and the distraction of burdensome and protracted litigation, to obtain the nationwide releases, orders, and judgment contemplated by the Class Settlement Agreement and this Opt-In Agreement, and to put to rest with finality all claims and allegations that Plaintiffs and Settlement Class Members have or could have asserted against Opt-In Settlor; and

WHEREAS, Opt-In Settlor has agreed, in addition to providing the monetary compensation set forth below, to implement certain practice changes, each as set forth in this Opt-In Agreement.

NOW, THEREFORE, in consideration of the agreements and releases set forth herein and other good and valuable consideration, and intending to be legally bound, it is agreed by and between Plaintiffs, individually and on behalf of the Settlement Class, and Opt-In Settlor that certain actual or potential claims be settled, compromised, and dismissed with prejudice as to Opt-In Settlor and, except as hereinafter provided, without costs as to Plaintiffs, the Settlement Class, or Opt-In Settlor, subject to the approval of the Court, on the following terms and conditions:

B. Definitions

Plaintiffs and Opt-In Settlor agree that the capitalized terms used in this Opt-In Agreement shall be defined and interpreted in accordance with the definitions set forth in the Class Settlement Agreement unless otherwise specified herein. The following terms, as used in this Opt-In Agreement only, have the following meanings:

1. “Effective” means that all conditions set forth below in the definition of “Effective Date” have occurred.

2. “Effective Date” means the date when both of the following conditions have occurred: (a) the Court has entered a final judgment and order approving the Class Settlement Agreement and this Opt-In Agreement under Rule 23(e) of the Federal Rules of Civil Procedure and dismissing the Litigation with prejudice; and (b) the time for appeal or to seek permission to appeal from the Court’s approval of the Class Settlement Agreement and this Opt-In Agreement and the entry of a final judgment has expired or, if appealed, approval of the Class Settlement Agreement and this Opt-In Agreement and the final judgment have been affirmed in their entirety by the court of last resort to which such appeal has been taken and such affirmance is no longer subject to further appeal or review. It is agreed that neither the provisions of Federal Rule of Civil Procedure 60 nor the All Writs Act, 28 U.S.C. § 1651, shall be considered in determining the above-stated times.

3. “Released Claims” means 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 of residential real estate.

4. “Released Parties” means Opt-In Settlor and all of its 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. This Opt-In Agreement shall not result in the release of any claims against any other party or non-party not specifically listed herein.

5. "Releasing Parties" means Plaintiffs and any Settlement Class Members, including any of their immediate family members, heirs, representatives, administrators, executors, devisees, legatees, and estates, acting in their capacity as such; and for entities including any of their past, present or future officers, directors, members, shareholders, managers, insurers, general or limited partners, divisions, stockholders, agents, attorneys, employees, legal representatives, trustees, parents, associates, affiliates, joint ventures, subsidiaries, heirs, executors, administrators, predecessors, successors and assigns, acting in their capacity as such solely with respect to the claims based on or derived from claims of the Plaintiffs or the Settlement Class Members.

6. "Settlement" means the settlement of the Released Claims against Opt-In Settlor as contemplated by the Class Settlement Agreement and this Opt-In Agreement.

7. "Settlement Class" means the class of persons that will be certified by the Court for Settlement purposes, defined in Paragraph 15 of the Class Settlement Agreement. The Settlement Class shall not include individuals who have separately released the Released Claims against Opt-In Settlor in a court approved class settlement in *Burnett*, *Gibson*, or *Keel*, but only as to Opt-In Settlor.

8. “Opt-In Settlor Monetary Amount” shall be \$250,000.00.

C. Operation of the Settlement

9. Plaintiffs and Opt-In Settlor agree that, as a condition precedent for this Opt-In Agreement to become effective, Opt-In Settlor must deliver to Settlement Class Counsel within 180 days after the entry of an order granting preliminary approval to the Class Settlement Agreement both of the following: (i) an executed version of this Opt-In Agreement, and (ii) a confirmation in writing that Opt-In Settlor has selected either “Option 1,” “Option 2,” or “Option 3” as defined in Section G of the Class Settlement Agreement. In the event that Opt-In Settlor selects Option 3, Opt-In Settlor must also deliver to Settlement Class Counsel a declaration sworn pursuant 28 U.S.C. § 1746 by a competent officer of Opt-In Settlor accurately attesting to the Opt-In Settlor’s Total Transaction Volume for each of the most recent four calendar years.

10. As a condition for being a Released Party, Opt-In Settlor agrees to be bound by this Opt-In Agreement, including the practice changes reflected in Section G of this Opt-In Agreement.

D. Stipulation to Class Certification

11. Plaintiffs and Opt-In Settlor hereby stipulate, for purposes of the Settlement only, that the requirements of Federal Rules of Civil Procedure 23(a), 23(b)(2), and 23(b)(3) are satisfied and, subject to Court approval, the Settlement Class shall be certified for settlement purposes. The Plaintiffs and Opt-In Settlor further stipulate that if, for any reason, the Class Action Settlement Agreement or this Opt-In Agreement is rescinded, then the Plaintiffs’ and Opt-In Settlor’s stipulation to class certification as part of the Settlement shall become null and void.

12. The Class Settlement Agreement, this Opt-In Agreement, and any statement, transaction, or proceeding in connection with the negotiation, execution, or implementation of the Opt-In Agreement, shall not be construed as or deemed to be evidence of an admission or

concession by Opt-In Settlor that a class should be or should have been certified for any purposes other than for purposes of the Settlement, and none of them shall be admissible in evidence for any such purpose in any proceeding.

13. Opt-In Settlor reserves all of its legal rights and defenses with respect to any claims brought by individuals who timely and validly request to be excluded from the Settlement Class.

E. Approval of this Opt-In Agreement

14. The Plaintiffs and Opt-In Settlor agree to make reasonable best efforts to effectuate this Opt-In Agreement in conjunction with the Settlement, including, but not limited to, seeking the Court's approval of procedures (including the giving of class notice under Federal Rules of Civil Procedure 23(c) and (e)) to secure the complete and final dismissal with prejudice of the Litigation as against the Opt-In Settlor.

15. As set forth in Paragraph 40 of the Class Settlement Agreement, no later than 35 days after the end of the Opt-In Period, Plaintiffs will submit to the Court a motion requesting that the Court preliminarily approve this Opt-In Agreement. The motion shall include a proposed form of order preliminarily approving the Opt-In Agreement and enjoining Releasing Parties from prosecuting any Released Claims in any forum until the Effective Date of the Settlement. Unless agreed otherwise, Opt-In Settlor shall have a reasonable opportunity to review and comment on the proposed preliminary approval order, but not the preliminary approval motion, and Plaintiffs shall reasonably consider Opt-In Settlor's comments.

16. To the extent the Court finds that this Opt-In Agreement does not meet the standard for preliminary approval, Plaintiffs and Opt-In Settlor will negotiate in good faith to attempt to modify the Opt-In Agreement to be resubmitted for approval, either directly or with the option of

seeking assistance of the Special Master for Mediation, and will endeavor to resolve any issues to the satisfaction of the Court.

17. Plaintiffs and Opt-In Settlor agree to the use of the Settlement Administrator to administer the Settlement's notice and claims process. Subject to approval by the Court, the Settlement Administrator will undertake a method of providing notice to the Settlement Class Members of this Opt-In Agreement in conjunction with notice and claims administration of the Class Settlement Agreement that meets the requirements of due process and Federal Rule of Civil Procedure 23 and is substantially similar to the forms of notice provided under the Class Settlement Agreement. Settlement Class Members who file a claim to receive compensation from the Class Settlement Agreement will be deemed to also make a claim for compensation under this Opt-In Agreement unless they affirmatively state they are not claiming relief under this Opt-In Agreement.

18. To mitigate the costs of notice, Plaintiffs shall disseminate a combined notice to the Settlement Class of the Class Settlement Agreement and this Opt-In Agreement along with any other settlements with other settlors that have been or are reached by the end of the Opt-In Period. The Notice Motion and the Notice Form shall be governed by Sections J, K, and L of the Class Settlement Agreement.

19. Opt-In Settlor agrees to cooperate with Settlement Class Counsel and the Settlement Administrator by providing contact information for Settlement Class Members, to the extent that such information is reasonably accessible and is the type of data provided by the Opt-In Settlor (if any) in *Burnett*, *Gibson* or *Keel*, within 30 days after Settlement Class Counsel files the Notice Motion.

20. Within ten (10) calendar days after the filing with the Court of this Opt-In Agreement and the accompanying motion papers seeking its preliminary approval, the Settlement Administrator shall, on behalf of Opt-In Settlor, cause notice of this Opt-In Agreement to be served upon appropriate State and Federal officials as provided in the Class Action Fairness Act, 28 U.S.C. § 1715.

21. In connection with the filing of a motion seeking final approval of the Settlement, Plaintiffs shall timely seek entry of a final judgment and order as to Opt-In Settlor, the text of which Opt-In Settlor shall have an opportunity to review and comment upon, and Plaintiffs shall reasonably consider Opt-In Settlor's comments. The terms of the final approval order will include, at a minimum, the substance of the following provisions:

- a. certifying the Settlement Class, pursuant to Rule 23 of the Federal Rules of Civil Procedure, solely for purposes of the Settlement;
- b. approving finally the Class Settlement Agreement and Opt-In Agreement and their terms as being a fair, reasonable and adequate settlement as to the Settlement Class Members within the meaning of Rule 23 of the Federal Rules of Civil Procedure and directing its consummation according to its terms;
- c. directing that, as to Opt-In Settlor only, the Litigation be dismissed with prejudice and, except as provided for herein, without costs;
- d. reserving exclusive jurisdiction over the Settlement and this Opt-In Agreement, including the interpretation, administration, consummation, and enforcement of the Settlement, to the United State District Court for the Northern District of Illinois, Eastern Division; and,

- e. determining under Federal Rule of Civil Procedure 54(b) that there is no just reason for delay and directing that the judgment in the Litigation as to Opt-In Settlor shall be final.

22. As of the execution date of this Opt-In Agreement, Plaintiffs and Opt-In Settlor shall be bound by the terms of this Opt-In Agreement and the Opt-In Agreement shall not be rescinded except in accordance with Section J. This Opt-In Agreement shall become Effective only after the occurrence of all conditions set forth above in the definition of the Effective Date.

F. Releases, Discharge, and Covenant Not to Sue

23. Upon the occurrence of the Effective Date, the Releasing Parties expressly and irrevocably waive, and fully, finally, and forever settle, discharge, and release the Released Parties from any and all manner of claims, demands, actions, suits, and causes of action, whether individual, class, representative, or otherwise in nature, for damages, restitution, disgorgement, interest, costs, expenses, attorneys' fees, fines, civil or other penalties, or other payment of money, or for injunctive, declaratory, or other equitable relief, whenever incurred, whether directly, indirectly, derivatively, or otherwise, whether known or unknown, suspected or unsuspected, in law or in equity, that any Releasing Party ever had, now has, or hereafter can, shall, or may have and that have accrued as of the date of Class Notice of the Settlement arising from or related to the Released Claims. The Released Claims include but are not limited to the antitrust and consumer protection claims brought in the Litigation, as well as any claims that share any or all of the same factual predicates as those claims, including but not limited to similar state and federal statutes and other law potentially applicable to such alleged conduct. In connection therewith, upon the Effective Date of Settlement, each of the Releasing Parties (a) shall forever be enjoined from prosecuting in any forum any Released Claims against any of the Released Parties that accrued

from the beginning of time through the date of Class Notice; and (b) agrees and covenants not to sue any of the Released Parties with respect to any Released Claims. For avoidance of doubt, this release extends to, but only to, the fullest extent permitted by law.

24. The Releasing Parties hereby expressly waive and release, solely with respect to the Released Claims, upon this Agreement becoming Effective, any and all provisions, rights, and benefits conferred by Section 1542 of the California Civil Code, which states:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY;

or by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to Section 1542 of the California Civil Code, including but not limited to Section 20-7-11 of the South Dakota Codified Laws, which provides that “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR” or any law or principle of law of any jurisdiction that would limit or restrict the effect or scope of the provisions of the release set forth above, without regard to the subsequent discovery or existence of such other, different, or additional facts. Each Releasing Party may hereafter discover facts other than or different from those which he, she, or it knows or believes to be true with respect to the Released Claims, but each Releasing Party hereby expressly waives and fully, finally, and forever settles and releases, upon this Agreement becoming Effective, any known or unknown, suspected or unsuspected, contingent or non-contingent Released Claim,

whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

25. The Releasing Parties intend by this Opt-In Agreement to settle with and release only the Released Parties, and Plaintiffs and Opt-In Settlor do not intend this Opt-In Agreement, or any part hereof, or any other aspect of the proposed Settlement or release, to release or otherwise affect in any way any claims concerning product liability, breach of warranty, breach of contract or tort of any kind (other than a breach of contract or tort claim based on a factual predicate in the Litigation), a claim arising out of violation of the Uniform Commercial Code, or personal or bodily injury. The release does not extend to any individual claims that a Settlement Class Member may have against his or her own broker or agent based on a breach of contract, breach of fiduciary duty, malpractice, negligence or other tort claim, other than a claim that a Settlement Class Member paid an excessive commission or home price based on a factual predicate in the Litigation.

G. Practice Changes

26. As soon as practicable, and in no event later than thirty (30) days after the Effective Date, Opt-In Settlor (defined for purposes of this Paragraph to include Opt-In Settlor's present and future, direct and indirect corporate subsidiaries, related entities and affiliates, predecessors, and successors, and franchisees) will implement or maintain the following Practice Changes:

- i. advise and periodically remind company-owned brokerages, franchisees (if any), and their agents that there is no requirement that they must make offers to or must accept offers of compensation from buyer brokers or other buyer representatives or that, if made, such offers must be blanket, unconditional, or unilateral;

- ii. require that any company-owned brokerages and their agents (and recommend and encourage that any franchisees and their agents) disclose to prospective home sellers and buyers and state in conspicuous language that broker commissions are not set by law and are fully negotiable (a) in their listing agreement if it is not a government or MLS-specified form, (b) in their buyer representation agreement if there is one and it is not a government or MLS-specified form, and (c) in pre-closing disclosure documents if there are any and they are not government or MLS-specified forms. In the event that the listing agreement, buyer representation agreement, or pre-closing disclosure documents is a government or MLS-specified form, then the Opt-In Settlor will require that any company-owned brokerages and their agents (and recommend and encourage that any franchisees and their agents) include a disclosure with conspicuous language expressly stating that broker commissions are not set by law and are fully negotiable;
- iii. prohibit all company-owned brokerages and their agents acting as buyer representatives (and recommend and encourage that any franchisees and their agents acting as buyer representatives refrain) from advertising or otherwise representing that their services are free unless they will receive no financial compensation from any source for those services;
- iv. require that company owned brokerages and their agents disclose at the earliest moment possible any offer of compensation made in connection with each home marketed to prospective buyers in any format;

- v. prohibit company owned brokerages and their agents (and recommend and encourage that any franchisees and their agents refrain) from utilizing any technology or taking manual actions to filter out or restrict listings that are searchable by and displayed to consumers based on the level of compensation offered to any cooperating broker, unless directed to do so by the client (and eliminate any internal systems or technological processes that may currently facilitate such practices);
- vi. advise and periodically remind company owned brokerages and their agents of their obligation (and recommend and encourage that any franchisees and their agents) show properties regardless of the existence or amount of compensation offered to buyer brokers or other buyer representatives provided that each such property meets the buyer's articulated purchasing priorities;
- vii. for each of the above points, for company owned brokerages, franchisees, and their agents, develop training materials consistent with the above relief and eliminate any contrary training materials currently used.

27. If not automatically terminated earlier by their own terms, the obligations set forth in Paragraph 26 will sunset 5 years after the Effective Date.

28. Opt-In Settlor acknowledges that the Practice Changes set forth herein are a material component of this Opt-In Agreement and agrees to use its reasonable best efforts to implement the Practice Changes specified in this Section.

29. If any disputes arise regarding the scope of the foregoing commitments to change practices or compliance with said commitments, Plaintiffs and Opt-In Settlor shall attempt to

resolve it by agreement. If they are unable to resolve their dispute, they shall have the option to refer the dispute to the Special Master for Mediation for binding resolution.

30. Opt-In Settlor agrees to provide proof of compliance with these practice changes if requested by Settlement Class Counsel and ordered by the Court.

H. The Opt-In Settlor Monetary Amount

31. As consideration for the agreements and releases set forth herein, and in exchange for the full, complete, and final settlement of the claims asserted in the Litigation as provided in this Agreement, Opt-In Settlor shall deposit the Opt-In Settlor Monetary Amount into the Escrow Account in three installments as follows:

First installment: \$83,300, which is due within ten (10) business days of the Effective Date

Second installment: \$83,300, which is due no later than one year after first installment

Third installment: \$83,400, which is due no later than one year after second installment

32. In no event will Opt-In Settlor's monetary liability with respect to the Settlement exceed the Opt-In Settlor Monetary Amount.

33. The Escrow Account and Global Settlement Fund will be administered, and funds from it dispersed and distributed, as set forth in Sections I, M, N, and P of the Class Settlement Agreement.

34. Opt-In Settlor will not have any responsibility for, or liability in connection with, the Global Settlement Fund, including, but not limited to, the investment, administration, maintenance, or distribution thereof.

35. There will be no reduction of the Opt-In Settlor Monetary Amount or the Global Settlement Fund based on any Settlement Class Members who submit requests to be excluded

from the Settlement. If the Settlement becomes Effective, no proceeds from the Settlement will revert to Opt-In Settlor regardless of the claims that are made.

36. As set forth in Section M of the Class Settlement Agreement, the distribution of the Global Settlement Fund shall be administered pursuant to the Plan of Allocation proposed by Settlement Class Counsel in their sole discretion and subject to the approval of the Court. Opt-In Settlor will have no participatory or approval rights with respect to the Plan of Allocation. It is understood and agreed by Plaintiffs and Opt-In Settlor that any proposed Plan of Allocation, including, but not limited to, any adjustments to the amount(s) of Settlement Class Members' payments, is completely independent of and is not a part of this Opt-In Agreement and is to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of this Opt-In Agreement. Plaintiffs and Opt-In Settlor shall be bound by the terms of this Opt-In Agreement irrespective of whether the Court or any other court, including on any appeal, disapproves or modifies the Plan of Allocation, and any modification or rejection of the Plan of Allocation shall not affect the validity or enforceability of this Opt-In Agreement or otherwise operate to terminate, modify, or cancel this Opt-In Agreement. Neither the Opt-In Settlor nor any other Released Party under this Agreement shall have any responsibility for, or interest in, or liability whatsoever with respect to the allocation among Settlement Class Counsel, Plaintiffs, and/or any other person who may assert some claim thereto, of any fee and expense award that the Court may make in the Litigation.

37. Subject to the terms of the Class Settlement Agreement, and subject to Court approval, Plaintiffs may apply to the Court for an award of past, current, or future reasonable litigation costs and expenses, an award of reasonable attorneys' fees, and any service award(s) to

the class representative(s). Any such awards shall be payable solely from the Global Settlement Fund, including the Opt-In Settlor Monetary Amount, subject to Court approval.

38. The procedure for and the allowance or disallowance by the Court of the application by Settlement Class Counsel for attorneys' fees, costs and expenses, or service awards for the class representative(s) to be paid out of the Global Settlement Fund are not part of this Agreement, and are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness and adequacy of the Settlement, and any Order or proceeding relating to a request for attorneys' fees and reimbursement of expenses or service awards, or any appeal from any such Order, shall not operate to terminate or cancel this Agreement, or affect or delay the finality of the judgment approving the Settlement. Except as otherwise provided herein, Opt-In Settlor nor any other Released Party under this Agreement shall have any responsibility for, or interest in, or liability whatsoever with respect to any payment to Settlement Class Counsel and/or Plaintiffs or any fee and expense award, or service award, in the Litigation. The Releasing Parties will look solely to the Global Settlement Fund for monetary relief and satisfaction against the Released Parties of all Released Claims and shall have no other recovery against Opt-In Settlor or the Released Parties.

39. Opt-In Settlor has no responsibility to make any filings relating to the Global Settlement Fund or to pay taxes or tax expenses with respect thereto, and has no liability or responsibility for the taxes or expenses incurred in connection with taxation matters.

J. Rescission

40. This Opt-In Agreement will be deemed rescinded 30 days after an Order from the Court declining to certify the Settlement Class as defined in the Class Settlement Agreement and this Opt-In Agreement, declining to grant preliminary or final approval of the Settlement as to Opt-

In Settlor or this Opt-In Agreement in all material respects, or materially modifying or setting aside this Opt-In Agreement or any judgment approving the Settlement and this Opt-In Agreement in any material respects on appeal, unless Plaintiffs and Opt-In Settlor agree in writing that the Opt-In Agreement shall continue within twenty-nine (29) days of the order.

41. A modification or reversal on appeal of any amount of the Global Settlement Fund that the Court authorizes to be used to pay Plaintiffs' fees or litigation expenses or service awards shall not be deemed a modification of all or a part of the terms of this Opt-In Agreement or the final judgment and order.

42. If the Class Settlement Agreement is rescinded pursuant to Section P of the Class Settlement Agreement, then Settlement Class Counsel shall provide Opt-In Settlor notice of the rescission and this Opt-In Agreement shall also be rescinded unless Opt-In Settlor elects in writing within ten (10) days of the event triggering rescission that this Opt-In Agreement shall continue.

43. If this Opt-In Agreement is rescinded, Plaintiffs and Opt-In Settlor agree that pending deadlines applicable to Opt-In Settlor in the Litigation (if any) that were mooted by the execution of this Opt-In Agreement shall be reset, and no Party shall contend that filing or renewal of any motions or pleadings were rendered untimely or were waived by operation of this Opt-In Agreement.

44. If this Opt-In Agreement is rescinded, Opt-In Settlor will no longer be a Released Party, it will not be bound by this Opt-In Agreement, and the Settlement Administrator shall return Opt-In Settlor's Balance (defined below) to Opt-In Settlor from the Escrow Account within thirty (30) days of the rescission (the "Rescission Date"). Opt-In Settlor's Balance is equal to the Opt-In Settlor's Monetary Amount paid into the Escrow Account as of the Rescission Date, less the Opt-In Settlor's Share (defined below) of permitted expenses paid from or incurred against the Global

Settlement Fund as of the Recission Date, plus the Opt-In Settlor's Share of interest paid into or accrued in the Global Settlement Fund as of the date of the Recission Date. The Opt-In Settlor's Share is equal to the amount of the Opt-In Settlor Monetary Amount paid into the Global Settlement Fund as of the Recission Date divided by the total of all Settling Defendants' and opt-in settlors' Monetary Amounts paid into the Escrow Account as of the Recission Date.

45. Opt-In Settlor does not waive, and hereby expressly reserves, all of its legal rights and defenses, including, but not limited to, any defenses relating to the lack of personal jurisdiction, in the event of the rescission of this Agreement.

46. Opt-In Settlor warrants and represents that it is not "insolvent" within the meaning of applicable bankruptcy laws as of the time this Opt-In Agreement is executed. In the event of a final order of a court of competent jurisdiction, not subject to any further proceedings, determining the transfer of the Opt-In Settlor's Monetary Amount, or any portion thereof, by or on behalf of Opt-In Settlor to be a preference, voidable transfer, fraudulent transfer or similar transaction under Title 11 of the United States Code (Bankruptcy) or applicable state law and any portion thereof is required to be refunded and such amount is not promptly deposited in the Escrow Account by or on behalf of Opt-In Settlor, then, at the election of Class Counsel, this Opt-In Agreement may be terminated and the releases given and the judgment entered as to Opt-In Settlor pursuant to the Settlement shall be null and void.

K. Miscellaneous

47. The Opt-In Agreement resulted from arm's-length settlement negotiations between the Plaintiffs' counsel and counsel for Opt-In Settlor, including lengthy negotiations over the terms and contours of this Opt-In Agreement. Opt-In Settlor and Plaintiffs entered into this Opt-In Agreement after they considered the risks and costs of continuing litigation. Opt-In Settlor and

Plaintiffs agree to continue to maintain the confidentiality of all settlement discussions and materials exchanged during the settlement negotiation. The terms of the Opt-In Agreement must be kept strictly confidential until a motion for preliminary approval is filed, except as necessary for Opt-In Settlor to meet its financial reporting obligations or consult with any of its lenders or creditors, or as required by law.

48. This Opt-In Agreement, the final judgment, any and all negotiations, documents, and discussions associated with them, and any actions taken to carry out the Settlement are not intended to be, nor shall they be deemed or construed to be, an admission or concession of liability or of the truth or validity of any claim or allegation, defense, or point of fact or law on the part of any party. Opt-In Settlor denies the material allegations in the Litigation. This Opt-In Agreement, the fact of the Settlement, any approval proceedings, the negotiations as to the Settlement and this Opt-In Agreement, and any related documents, shall not be used as an admission of any fault or omission by Opt-In Settlor, or be offered in evidence as an admission, concession, presumption, or inference of any wrongdoing by Opt-In Settlor in any proceeding.

49. Any disputes between Plaintiffs and Opt-In Settlor concerning this Opt-In Agreement shall, if they cannot be resolved, be presented to the Special Master for Mediation for assistance in mediating a resolution.

50. The provisions of this Opt-In Agreement shall, where possible, be interpreted in a manner to sustain their legality and enforceability.

51. Any disputes relating to this Opt-In Agreement will be governed by Illinois law without regard to conflicts of law provisions.

52. The Court shall retain jurisdiction over the interpretation, approval, implementation, and enforcement of the Class Settlement Agreement, the Settlement, and this Opt-

In Agreement, but will not use that stipulation or Opt-In Settlor's agreement to be governed by Illinois law as grounds for personal jurisdiction over an Opt-In Settlor in any litigation unrelated to the interpretation, approval, implementation, or enforcement of this Opt-In Agreement, including, but not limited to, litigation of claims or potential claims against Opt-In Settlor in the event that the Class Settlement Agreement and/or this Opt-In Agreement is rescinded. For the avoidance of doubt, Opt-In Settlor does not waive but rather reserves all defenses and rights, including, but not limited to, those concerning personal jurisdiction and failure to state a claim.

53. The Class Settlement Agreement (including the Exhibits and Appendices attached thereto) and this Opt-In Agreement constitute the entire agreement among Plaintiffs and Opt-In Settlor pertaining to the Settlement and resolution of any claims or potential claims against Opt-In Settlor. This Opt-In Agreement may be modified or amended only by a writing executed by Plaintiffs and Opt-In Settlor.

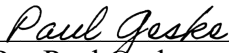
54. This Agreement may be executed in counterparts by Plaintiffs and Opt-In Settlor, and a facsimile or pdf signature exchanged by hand, mail, or electronic mail shall be deemed an original signature for purposes of executing this Agreement.

55. Each of Plaintiffs and Opt-In Settlor acknowledge that they have been and are being fully advised by competent legal counsel of their own choice and fully understands the terms and conditions of the Class Settlement Agreement and this Opt-In Agreement, and the meaning and import thereof, and that each of Plaintiffs' and Opt-In Settlor's execution of this Opt-In Agreement is with the advice of such counsel and of their own free will. Plaintiffs and Opt-In Settlor submit to the exclusive jurisdiction of the Court for the purposes of interpreting and enforcing the terms of this Opt-In Agreement, including but not limited to, the practice changes contained therein. Plaintiffs and Opt-In Settlor each represents and warrants that it has sufficient information to reach

an informed decision and has, independently and without relying upon other parties, and based on such information as it has deemed appropriate, made its own decision to enter into this Opt-In Agreement and was not fraudulently or otherwise wrongfully induced to enter into this Opt-In Agreement.

56. Each of the undersigned represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Opt-In Agreement.

FOR PLAINTIFFS & SETTLEMENT CLASS COUNSEL



By: Paul Geske

Dated: April 13, 2026

FOR FATHOM REALTY, LLC



By: Marco Fregenal

Dated: 4/9/26

Exhibit 9

according to the terms set forth below is fair, reasonable, and adequate and in the best interest of Plaintiffs and the other Settlement Class Members;

WHEREAS, Opt-In Settlor denies Plaintiffs' allegations and any charges of wrongdoing or liability of any kind but nevertheless has decided to enter into this Opt-In Agreement to avoid the expense, inconvenience, and the distraction of burdensome and protracted litigation, to obtain the nationwide releases, orders, and judgment contemplated by the Class Settlement Agreement and this Opt-In Agreement, and to put to rest with finality all claims and allegations that Plaintiffs and Settlement Class Members have or could have asserted against Opt-In Settlor; and

WHEREAS, Opt-In Settlor has agreed, in addition to providing the monetary compensation set forth below, to implement certain practice changes, each as set forth in this Opt-In Agreement.

NOW, THEREFORE, in consideration of the agreements and releases set forth herein and other good and valuable consideration, and intending to be legally bound, it is agreed by and between Plaintiffs, individually and on behalf of the Settlement Class, and Opt-In Settlor that certain actual or potential claims be settled, compromised, and dismissed with prejudice as to Opt-In Settlor and, except as hereinafter provided, without costs as to Plaintiffs, the Settlement Class, or Opt-In Settlor, subject to the approval of the Court, on the following terms and conditions:

B. Definitions

Plaintiffs and Opt-In Settlor agree that the capitalized terms used in this Opt-In Agreement shall be defined and interpreted in accordance with the definitions set forth in the Class Settlement Agreement unless otherwise specified herein. The following terms, as used in this Opt-In Agreement only, have the following meanings:

1. "Effective" means that all conditions set forth below in the definition of "Effective Date" have occurred.

2. “Effective Date” means the date when both of the following conditions have occurred: (a) the Court has entered a final judgment and order approving the Class Settlement Agreement and this Opt-In Agreement under Rule 23(e) of the Federal Rules of Civil Procedure and dismissing the Litigation with prejudice; and (b) the time for appeal or to seek permission to appeal from the Court’s approval of the Class Settlement Agreement and this Opt-In Agreement and the entry of a final judgment has expired or, if appealed, approval of the Class Settlement Agreement and this Opt-In Agreement and the final judgment have been affirmed in their entirety by the court of last resort to which such appeal has been taken and such affirmance is no longer subject to further appeal or review. It is agreed that neither the provisions of Federal Rule of Civil Procedure 60 nor the All Writs Act, 28 U.S.C. § 1651, shall be considered in determining the above-stated times.

3. “Released Claims” means 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 or in *Cwynar v. The Real Brokerage, Inc., et al.*, No. 1:25-cv-07289 (N.D. Ill.) 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 of residential real estate.

4. “Released Parties” means Opt-In Settlor and all of its 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. This Opt-In Agreement shall not result in the release of any claims against any other party or non-party not specifically listed herein.

5. "Releasing Parties" means Plaintiffs and any Settlement Class Members, including any of their immediate family members, heirs, representatives, administrators, executors, devisees, legatees, and estates, acting in their capacity as such; and for entities including any of their past, present or future officers, directors, members, shareholders, managers, insurers, general or limited partners, divisions, stockholders, agents, attorneys, employees, legal representatives, trustees, parents, associates, affiliates, joint ventures, subsidiaries, heirs, executors, administrators, predecessors, successors and assigns, acting in their capacity as such solely with respect to the claims based on or derived from claims of the Plaintiffs or the Settlement Class Members.

6. "Settlement" means the settlement of the Released Claims against Opt-In Settlor as contemplated by the Class Settlement Agreement and this Opt-In Agreement.

7. "Settlement Class" means the class of persons that will be certified by the Court for Settlement purposes defined in Paragraph 15 of the Class Settlement Agreement. The Settlement Class shall not include individuals who have separately released the Released Claims against Opt-In Settlor in a court approved class settlement in Burnett, Gibson or Keel, but only as to Opt-In Settlor.

8. "Opt-In Settlor Monetary Amount" shall be \$500,000.00.

C. Operation of the Settlement

9. Plaintiffs and Opt-In Settlor agree that, as a condition precedent for this Opt-In Agreement to become effective, Opt-In Settlor has delivered to Settlement Class Counsel an executed version of this Opt-In Agreement.

10. As a condition for being a Released Party, Opt-In Settlor agrees to be bound by this Opt-In Agreement, including the practice changes reflected in Section G of this Opt-In Agreement.

D. Stipulation to Class Certification

11. Plaintiffs and Opt-In Settlor hereby stipulate, for purposes of the Settlement only, that the requirements of Federal Rules of Civil Procedure 23(a), 23(b)(2), and 23(b)(3) are satisfied and, subject to Court approval, the Settlement Class shall be certified for settlement purposes. The Plaintiffs and Opt-In Settlor further stipulate that if, for any reason, the Settlement is rescinded, then the Plaintiffs' and Opt-In Settlor's stipulation to class certification as part of the Settlement shall become null and void.

12. The Class Settlement Agreement, this Opt-In Agreement, and any statement, transaction, or proceeding in connection with the negotiation, execution, or implementation of the Opt-In Agreement, shall not be construed as or deemed to be evidence of an admission or concession by Opt-In Settlor that a class should be or should have been certified for any purposes other than for purposes of the Settlement, and none of them shall be admissible in evidence for any such purpose in any proceeding.

13. Opt-In Settlor reserves all of its legal rights and defenses with respect to any claims brought by individuals who timely and validly request to be excluded from the Settlement Class.

E. Approval of this Opt-In Agreement

14. The Plaintiffs and Opt-In Settlor agree to make reasonable best efforts to effectuate this Opt-In Agreement in conjunction with the Settlement, including, but not limited to, seeking the Court's approval of procedures (including the giving of class notice under Federal Rules of Civil Procedure 23(c) and (e)) to secure the complete and final dismissal with prejudice of the Litigation as against the Opt-In Settlor.

15. As set forth in Paragraph 40 of the Class Settlement Agreement, no later than 35 days after the end of the Opt-In Period, Plaintiffs will submit to the Court a motion requesting that the Court preliminarily approve this Opt-In Agreement. The motion shall include a proposed form of order preliminarily approving the Opt-In Agreement and enjoining Releasing Parties from prosecuting any Released Claims in any forum until the Effective Date of the Settlement. Unless agreed otherwise, Opt-In Settlor shall not have an opportunity to review and comment on the preliminary approval motion.

16. To the extent the Court finds that this Opt-In Agreement does not meet the standard for preliminary approval, Plaintiffs and Opt-In Settlor will negotiate in good faith to attempt to modify the Opt-In Agreement to be resubmitted for approval, either directly or with the option of seeking assistance of the Special Master for Mediation, and will endeavor to resolve any issues to the satisfaction of the Court.

17. Plaintiffs and Opt-In Settlor agree to the use of the Settlement Administrator to administer the Settlement's notice and claims process. Subject to approval by the Court, the Settlement Administrator will undertake a method of providing notice to the Settlement Class Members of this Opt-In Agreement in conjunction with notice and claims administration of the Class Settlement Agreement that meets the requirements of due process and Federal Rule of Civil

Procedure 23 and is substantially similar to the forms of notice provided under the Class Settlement Agreement. Settlement Class Members who file a claim to receive compensation from the Class Settlement Agreement will be deemed to also make a claim for compensation under this Opt-In Agreement unless they affirmatively state they are not claiming relief under this Opt-In Agreement.

18. To mitigate the costs of notice, Plaintiffs shall endeavor to disseminate a combined notice to the Settlement Class of the Class Settlement Agreement and this Opt-In Agreement along with any other settlements with other opt-in settlors that have been or are reached by the end of the Opt-In Period. The Notice Motion and the Notice Form shall be governed by Sections J, K, and L of the Class Settlement Agreement.

19. Opt-In Settlor agrees to cooperate with Settlement Class Counsel and the Settlement Administrator by providing contact information for Settlement Class Members, to the extent that such information is reasonably accessible and is the type of data provided by the Opt-In Settlor (if any) in Burnett, Gibson or Keel, within 30 days after Settlement Class Counsel files the Notice Motion.

20. Within ten (10) calendar days after the filing with the Court of this Opt-In Agreement and the accompanying motion papers seeking its preliminary approval, the Settlement Administrator shall, at Opt-In Settlor's expense, cause notice of this Opt-In Agreement to be served upon appropriate State and Federal officials as provided in the Class Action Fairness Act, 28 U.S.C. § 1715.

21. In connection with the filing of a motion seeking final approval of the Settlement, Plaintiffs shall timely seek entry of a final judgment and order as to Opt-In Settlor, the terms of which will include, at a minimum, the substance of the following provisions:

- a. certifying the Settlement Class, pursuant to Rule 23 of the Federal Rules of Civil Procedure, solely for purposes of the Settlement;
- b. approving finally the Class Settlement Agreement and Opt-In Agreement and their terms as being a fair, reasonable and adequate settlement as to the Settlement Class Members within the meaning of Rule 23 of the Federal Rules of Civil Procedure and directing its consummation according to its terms;
- c. directing that, as to Opt-In Settlor only, the Litigation be dismissed with prejudice and, except as provided for herein, without costs;
- d. reserving exclusive jurisdiction over the Settlement and this Opt-In Agreement, including the interpretation, administration, consummation, and enforcement of the Settlement, to the United State District Court for the Northern District of Illinois, Eastern Division; and,
- e. determining under Federal Rule of Civil Procedure 54(b) that there is no just reason for delay and directing that the judgment in the Litigation as to Opt-In Settlor shall be final.

22. As of the execution date of this Opt-In Agreement, Plaintiffs and Opt-In Settlor shall be bound by the terms of this Opt-In Agreement and the Opt-In Agreement shall not be rescinded except in accordance with Section J. This Opt-In Agreement shall become Effective only after the occurrence of all conditions set forth above in the definition of the Effective Date.

F. Releases, Discharge, and Covenant Not to Sue

23. Upon the occurrence of the Effective Date, the Releasing Parties expressly and irrevocably waive, and fully, finally, and forever settle, discharge, and release the Released Parties

from any and all manner of claims, demands, actions, suits, and causes of action, whether individual, class, representative, or otherwise in nature, for damages, restitution, disgorgement, interest, costs, expenses, attorneys' fees, fines, civil or other penalties, or other payment of money, or for injunctive, declaratory, or other equitable relief, whenever incurred, whether directly, indirectly, derivatively, or otherwise, whether known or unknown, suspected or unsuspected, in law or in equity, that any Releasing Party ever had, now has, or hereafter can, shall, or may have and that have accrued as of the date of Class Notice of the Settlement arising from or related to the Released Claims. The Released Claims include but are not limited to the antitrust and consumer protection claims brought in the Litigation, as well as any claims that share any or all of the same factual predicates as those claims, including but not limited to similar state and federal statutes and other law potentially applicable to such alleged conduct. In connection therewith, upon the Effective Date of Settlement, each of the Releasing Parties (a) shall forever be enjoined from prosecuting in any forum any Released Claims against any of the Released Parties that accrued from the beginning of time through the date of Class Notice; and (b) agrees and covenants not to sue any of the Released Parties with respect to any Released Claims. For avoidance of doubt, this release extends to, but only to, the fullest extent permitted by law.

24. The Releasing Parties hereby expressly waive and release, solely with respect to the Released Claims, upon this Agreement becoming Effective, any and all provisions, rights, and benefits conferred by Section 1542 of the California Civil Code, which states:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY;

or by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to Section 1542 of the California Civil Code, including but not limited to Section 20-7-11 of the South Dakota Codified Laws, which provides that “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR” or any law or principle of law of any jurisdiction that would limit or restrict the effect or scope of the provisions of the release set forth above, without regard to the subsequent discovery or existence of such other, different, or additional facts. Each Releasing Party may hereafter discover facts other than or different from those which he, she, or it knows or believes to be true with respect to the Released Claims, but each Releasing Party hereby expressly waives and fully, finally, and forever settles and releases, upon this Agreement becoming Effective, any known or unknown, suspected or unsuspected, contingent or non-contingent Released Claim, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

25. The Releasing Parties intend by this Opt-In Agreement to settle with and release only the Released Parties, and Plaintiffs and Opt-In Settlor do not intend this Opt-In Agreement, or any part hereof, or any other aspect of the proposed Settlement or release, to release or otherwise affect in any way any claims concerning product liability, breach of warranty, breach of contract or tort of any kind (other than a breach of contract or tort claim based on a factual predicate in the Litigation), a claim arising out of violation of the Uniform Commercial Code, or personal or bodily injury. The release does not extend to any individual claims that a Settlement Class Member may have against his or her own broker or agent based on a breach of contract, breach of fiduciary duty,

malpractice, negligence or other tort claim, other than a claim that a Settlement Class Member paid an excessive commission or home price based on a factual predicate in the Litigation.

G. Practice Changes

26. As soon as practicable, and in no event later than thirty (30) days after the Effective Date, Opt-In Settlor (defined for purposes of this Paragraph to include Opt-In Settlor's present and future, direct and indirect corporate subsidiaries, related entities and affiliates, predecessors, and successors, and franchisees) will implement or maintain the following Practice Changes:

- i. advise and periodically remind company-owned brokerages, franchisees (if any), and their agents that there is no requirement that they must make offers to or must accept offers of compensation from buyer brokers or other buyer representatives or that, if made, such offers must be blanket, unconditional, or unilateral;
- ii. require that any company-owned brokerages and their agents (and recommend and encourage that any franchisees and their agents) disclose to prospective home sellers and buyers and state in conspicuous language that broker commissions are not set by law and are fully negotiable (a) in their listing agreement if it is not a government or MLS-specified form, (b) in their buyer representation agreement if there is one and it is not a government or MLS-specified form, and (c) in pre-closing disclosure documents if there are any and they are not government or MLS-specified forms. In the event that the listing agreement, buyer representation agreement, or pre-closing disclosure documents is a government or MLS-specified form, then the Opt-In Settlor will require that any company-owned brokerages and their agents (and recommend

- and encourage that any franchisees and their agents) include a disclosure with conspicuous language expressly stating that broker commissions are not set by law and are fully negotiable;
- iii. prohibit all company-owned brokerages and their agents acting as buyer representatives (and recommend and encourage that any franchisees and their agents acting as buyer representatives refrain) from advertising or otherwise representing that their services are free unless they will receive no financial compensation from any source for those services;
 - iv. require that company owned brokerages and their agents disclose at the earliest moment possible any offer of compensation made in connection with each home marketed to prospective buyers in any format;
 - v. prohibit company owned brokerages and their agents (and recommend and encourage that any franchisees and their agents refrain) from utilizing any technology or taking manual actions to filter out or restrict listings that are searchable by and displayed to consumers based on the level of compensation offered to any cooperating broker, unless directed to do so by the client (and eliminate any internal systems or technological processes that may currently facilitate such practices);
 - vi. advise and periodically remind company owned brokerages and their agents of their obligation (and recommend and encourage that any franchisees and their agents) show properties regardless of the existence or amount of compensation offered to buyer brokers or other buyer representatives provided that each such property meets the buyer's articulated purchasing priorities;

- vii. for each of the above points, for company owned brokerages, franchisees, and their agents, develop training materials consistent with the above relief and eliminate any contrary training materials currently used.

27. If not automatically terminated earlier by their own terms, the obligations set forth in Paragraph 26 will sunset 5 years after the Effective Date.

28. Opt-In Settlor acknowledges that the Practice Changes set forth herein are a material component of this Opt-In Agreement and agrees to use its best efforts to implement the Practice Changes specified in this Section.

29. If any disputes arise regarding the scope of the foregoing commitments to change practices or compliance with said commitments, Plaintiffs and Opt-In Settlor shall attempt to resolve it by agreement. If they are unable to resolve their dispute, they shall have the option to refer the dispute to the Special Master for Mediation for binding resolution.

30. Opt-In Settlor agrees to provide proof of compliance with these practice changes if requested by Settlement Class Counsel.

H. The Opt-In Settlor Monetary Amount

31. As consideration for the agreements and releases set forth herein, and in exchange for the full, complete, and final settlement of the claims asserted in the Litigation as provided in this Agreement, Opt-In Settlor shall deposit the Opt-In Settlor Monetary Amount into the Escrow Account as follows:

- i. \$200,000 to be deposited by 6/1/28
- ii. \$200,000 to be deposited by 2/15/29
- iii. \$100,000 to be deposited by 8/15/29

32. In no event will Opt-In Settlor's monetary liability with respect to the Settlement exceed the Opt-In Settlor Monetary Amount.

33. The Escrow Account and Global Settlement Fund will be administered, and funds from it dispersed and distributed, as set forth in Sections I, M, N, and P of the Class Settlement Agreement.

34. Opt-In Settlor will not have any responsibility for, or liability in connection with, the Global Settlement Fund, including, but not limited to, the investment, administration, maintenance, or distribution thereof.

35. There will be no reduction of the Opt-In Settlor Monetary Amount or the Global Settlement Fund based on any Settlement Class Members who submit requests to be excluded from the Settlement. If the Settlement becomes Effective, no proceeds from the Settlement will revert to Opt-In Settlor regardless of the claims that are made.

36. As set forth in Section M of the Class Settlement Agreement, the distribution of the Global Settlement Fund shall be administered pursuant to the Plan of Allocation proposed by Settlement Class Counsel in their sole discretion and subject to the approval of the Court. Opt-In Settlor will have no participatory or approval rights with respect to the Plan of Allocation. It is understood and agreed by Plaintiffs and Opt-In Settlor that any proposed Plan of Allocation, including, but not limited to, any adjustments to the amount(s) of Settlement Class Members' payments, is completely independent of and is not a part of this Opt-In Agreement and is to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of this Opt-In Agreement. Plaintiffs and Opt-In Settlor shall be bound by the terms of this Opt-In Agreement irrespective of whether the Court or any other court, including on any appeal, disapproves or modifies the Plan of Allocation, and any modification or rejection of the

Plan of Allocation shall not affect the validity or enforceability of this Opt-In Agreement or otherwise operate to terminate, modify, or cancel this Opt-In Agreement. Neither the Opt-In Settlor nor any other Released Party under this Agreement shall have any responsibility for, or interest in, or liability whatsoever with respect to the allocation among Settlement Class Counsel, Plaintiffs, and/or any other person who may assert some claim thereto, of any fee and expense award that the Court may make in the Litigation.

37. Subject to the terms of the Class Settlement Agreement, and subject to Court approval, Plaintiffs may apply to the Court for an award of past, current, or future reasonable litigation costs and expenses, an award of reasonable attorneys' fees, and any service award(s) to the class representative(s). Any such awards shall be payable solely from the Global Settlement Fund, including the Opt-In Settlor Monetary Amount, subject to Court approval.

38. The procedure for and the allowance or disallowance by the Court of the application by Settlement Class Counsel for attorneys' fees, costs and expenses, or service awards for the class representative(s) to be paid out of the Global Settlement Fund are not part of this Agreement, and are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness and adequacy of the Settlement, and any Order or proceeding relating to a request for attorneys' fees and reimbursement of expenses or service awards, or any appeal from any such Order, shall not operate to terminate or cancel this Agreement, or affect or delay the finality of the judgment approving the Settlement. Except as otherwise provided herein, Opt-In Settlor nor any other Released Party under this Agreement shall have any responsibility for, or interest in, or liability whatsoever with respect to any payment to Settlement Class Counsel and/or Plaintiffs or any fee and expense award, or service award, in the Litigation. The Releasing Parties will look solely to the Global Settlement Fund for monetary relief and satisfaction against the Released

Parties of all Released Claims and shall have no other recovery against Opt-In Settlor or the Released Parties.

39. Opt-In Settlor has no responsibility to make any filings relating to the Global Settlement Fund or to pay taxes or tax expenses with respect thereto, and has no liability or responsibility for the taxes or expenses incurred in connection with taxation matters.

J. Rescission

40. This Opt-In Agreement will be deemed rescinded 30 days after an Order from the Court declining to certify the Settlement Class as defined in the Class Settlement Agreement and this Opt-In Agreement, declining to grant preliminary or final approval of the Settlement or this Opt-In Agreement in all material respects, or materially modifying or setting aside this Opt-In Agreement or any judgment approving this Settlement in any material respects on appeal, unless Plaintiffs and Opt-In Settlor agree in writing that the Opt-In Agreement shall continue within twenty-nine (29) days of the order.

41. A modification or reversal on appeal of any amount of the Global Settlement Fund that the Court authorizes to be used to pay Plaintiffs' fees or litigation expenses or service awards shall not be deemed a modification of all or a part of the terms of this Opt-In Agreement or the final judgment and order.

42. If the Class Settlement Agreement is rescinded pursuant to Section P of the Class Settlement Agreement, then Settlement Class Counsel shall provide Opt-In Settlor notice of the rescission and this Opt-In Agreement shall also be rescinded unless Plaintiffs and Opt-In Settlor agree in writing within ten (10) days of the event triggering rescission that this Opt-In Agreement shall continue.

43. If this Opt-In Agreement is rescinded, Plaintiffs and Opt-In Settlor agree that pending deadlines applicable to Opt-In Settlor in the Litigation (if any) that were mooted by the execution of this Opt-In Agreement shall be reset, and no Party shall contend that filing or renewal of any motions or pleadings were rendered untimely or were waived by operation of this Opt-In Agreement.

44. If this Opt-In Agreement is rescinded, Opt-In Settlor will no longer be a Released Party, it will not be bound by this Opt-In Agreement, and the Settlement Administrator shall return Opt-In Settlor's Balance (defined below) to Opt-In Settlor from the Escrow Account within thirty (30) days of the rescission (the "Rescission Date"). Opt-In Settlor's Balance is equal to the Opt-In Settlor's Monetary Amount paid into the Escrow Account as of the Rescission Date, less the Opt-In Settlor's Share (defined below) of permitted expenses paid from or incurred against the Global Settlement Fund as of the Rescission Date, plus the Opt-In Settlor's Share of interest paid into or accrued in the Global Settlement Fund as of the date of the Rescission Date. The Opt-In Settlor's Share is equal to the amount of the Opt-In Settlor Monetary Amount paid into the Global Settlement Fund as of the Rescission Date divided by the total of all Settling Defendants' and opt-in settlors' Monetary Amounts paid into the Escrow Account as of the Rescission Date.

45. Opt-In Settlor does not waive, and hereby expressly reserves, all of its legal rights and defenses, including, but not limited to, any defenses relating to the lack of personal jurisdiction, in the event of the rescission of this Agreement.

46. Opt-In Settlor warrants and represents that it is not "insolvent" within the meaning of applicable bankruptcy laws as of the time this Opt-In Agreement is executed. In the event of a final order of a court of competent jurisdiction, not subject to any further proceedings, determining the transfer of the Opt-In Settlor's Monetary Amount, or any portion thereof, by or on behalf of

Opt-In Settlor to be a preference, voidable transfer, fraudulent transfer or similar transaction under Title 11 of the United States Code (Bankruptcy) or applicable state law and any portion thereof is required to be refunded and such amount is not promptly deposited in the Escrow Account by or on behalf of Opt-In Settlor, then, at the election of Class Counsel, this Opt-In Agreement may be terminated and the releases given and the judgment entered as to Opt-In Settlor pursuant to the Settlement shall be null and void.

K. Miscellaneous

47. This Opt-In Agreement and any actions taken to carry out the Settlement are not intended to be, nor shall they be deemed or construed to be, an admission or concession of liability or of the truth or validity of any claim or allegation, defense, or point of fact or law on the part of any party. Opt-In Settlor denies the material allegations in the Litigation. This Opt-In Agreement, the fact of the Settlement, any approval proceedings, the negotiations as to the Settlement and this Opt-In Agreement, and any related documents, shall not be used as an admission of any fault or omission by Opt-In Settlor, or be offered in evidence as an admission, concession, presumption, or inference of any wrongdoing by Opt-In Settlor in any proceeding.

48. Any disputes between Plaintiffs and Opt-In Settlor concerning this Opt-In Agreement shall, if they cannot be resolved, be presented to the Special Master for Mediation for assistance in mediating a resolution.

49. The provisions of this Opt-In Agreement shall, where possible, be interpreted in a manner to sustain their legality and enforceability.

50. Any disputes relating to this Opt-In Agreement will be governed by Illinois law without regard to conflicts of law provisions.

51. The Court shall retain jurisdiction over the interpretation, approval, implementation, and enforcement of the Class Settlement Agreement, the Settlement, and this Opt-In Agreement, but will not use that stipulation or Opt-In Settlor's agreement to be governed by Illinois law as grounds for personal jurisdiction over an Opt-In Settlor in any litigation unrelated to the interpretation, approval, implementation, or enforcement of this Opt-In Agreement, including, but not limited to, litigation of claims or potential claims against Opt-In Settlor in the event that the Class Settlement Agreement and/or this Opt-In Agreement is rescinded. For the avoidance of doubt, Opt-In Settlor does not waive but rather reserves all defenses and rights, including, but not limited to, those concerning personal jurisdiction and failure to state a claim.

52. The Class Settlement Agreement (including the Exhibits and Appendices attached thereto) and this Opt-In Agreement constitute the entire agreement among Plaintiffs and Opt-In Settlor pertaining to the Settlement and resolution of any claims or potential claims against Opt-In Settlor. This Opt-In Agreement may be modified or amended only by a writing executed by Plaintiffs and Opt-In Settlor.

53. Opt-In Settlor acknowledges that it has been and is being fully advised by competent legal counsel of Opt-In Settlor's own choice and fully understands the terms and conditions of the Class Settlement Agreement and this Opt-In Agreement, and the meaning and import thereof, and that Opt-In Settlor's execution of this Opt-In Agreement is with the advice of such Opt-In Settlor's counsel and of Opt-In Settlor's own free will. Opt-In Settlor submits to the exclusive jurisdiction of the Court for the purposes of interpreting and enforcing the terms of this Opt-In Agreement, including but not limited to, the practice changes contained therein. Plaintiffs and Opt-In Settlor each represents and warrants that it has sufficient information to reach an informed decision and has, independently and without relying upon other parties, and based on

such information as it has deemed appropriate, made its own decision to enter into this Opt-In Agreement and was not fraudulently or otherwise wrongfully induced to enter into this Opt-In Agreement.

54. Each of the undersigned attorneys represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Opt-In Agreement.

FOR PLAINTIFFS & SETTLEMENT CLASS COUNSEL

Paul Geske
By: Paul Geske

Dated: April 21, 2026

FOR REALTY ONE GROUP INC.

Leo Caseria
By: Leo Caseria

Dated: 4/21/26

FOR KEMPA AND ASSOCIATES LLC D/B/A REALTY ONE GROUP EXCEL

Leo Caseria
By: Leo Caseria

Dated: 4/21/26

Exhibit 10

according to the terms set forth below is fair, reasonable, and adequate and in the best interest of Plaintiffs and the other Settlement Class Members;

WHEREAS, Opt-In Settlor denies Plaintiffs' allegations and any charges of wrongdoing or liability of any kind but nevertheless has decided to enter into this Opt-In Agreement to avoid the expense, inconvenience, and the distraction of burdensome and protracted litigation, to obtain the nationwide releases, orders, and judgment contemplated by the Class Settlement Agreement and this Opt-In Agreement, and to put to rest with finality all claims and allegations that Plaintiffs and Settlement Class Members have or could have asserted against Opt-In Settlor; and

WHEREAS, Opt-In Settlor has agreed, in addition to providing the monetary compensation set forth below, to implement certain practice changes, each as set forth in this Opt-In Agreement.

NOW, THEREFORE, in consideration of the agreements and releases set forth herein and other good and valuable consideration, and intending to be legally bound, it is agreed by and between Plaintiffs, individually and on behalf of the Settlement Class, and Opt-In Settlor that certain actual or potential claims be settled, compromised, and dismissed with prejudice as to Opt-In Settlor and, except as hereinafter provided, without costs as to Plaintiffs, the Settlement Class, or Opt-In Settlor, subject to the approval of the Court, on the following terms and conditions:

B. Definitions

Plaintiffs and Opt-In Settlor agree that the capitalized terms used in this Opt-In Agreement shall be defined and interpreted in accordance with the definitions set forth in the Class Settlement Agreement unless otherwise specified herein. The following terms, as used in this Opt-In Agreement only, have the following meanings:

1. "Effective" means that all conditions set forth below in the definition of "Effective Date" have occurred.

2. “Effective Date” means the date when both of the following conditions have occurred: (a) the Court has entered a final judgment and order approving the Class Settlement Agreement and this Opt-In Agreement under Rule 23(e) of the Federal Rules of Civil Procedure and dismissing the Litigation with prejudice; and (b) the time for appeal or to seek permission to appeal from the Court’s approval of the Class Settlement Agreement and this Opt-In Agreement and the entry of a final judgment has expired or, if appealed, approval of the Class Settlement Agreement and this Opt-In Agreement and the final judgment have been affirmed in their entirety by the court of last resort to which such appeal has been taken and such affirmance is no longer subject to further appeal or review. It is agreed that neither the provisions of Federal Rule of Civil Procedure 60 nor the All Writs Act, 28 U.S.C. § 1651, shall be considered in determining the above-stated times.

3. “Released Claims” means 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 or in *Cwynar v. The Real Brokerage, Inc., et al.*, No. 1:25-cv-07289 (N.D. Ill.) 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 of residential real estate.

4. “Released Parties” means Opt-In Settlor and all of its 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. This Opt-In Agreement shall not result in the release of any claims against any other party or non-party not specifically listed herein.

5. "Releasing Parties" means Plaintiffs and any Settlement Class Members, including any of their immediate family members, heirs, representatives, administrators, executors, devisees, legatees, and estates, acting in their capacity as such; and for entities including any of their past, present or future officers, directors, members, shareholders, managers, insurers, general or limited partners, divisions, stockholders, agents, attorneys, employees, legal representatives, trustees, parents, associates, affiliates, joint ventures, subsidiaries, heirs, executors, administrators, predecessors, successors and assigns, acting in their capacity as such solely with respect to the claims based on or derived from claims of the Plaintiffs or the Settlement Class Members.

6. "Settlement" means the settlement of the Released Claims against Opt-In Settlor as contemplated by the Class Settlement Agreement and this Opt-In Agreement.

7. "Settlement Class" means the class of persons that will be certified by the Court for Settlement purposes defined in Paragraph 15 of the Class Settlement Agreement. The Settlement Class shall not include individuals who have separately released the Released Claims against Opt-In Settlor in a court approved class settlement in Burnett, Gibson or Keel, but only as to Opt-In Settlor.

8. "Opt-In Settlor Monetary Amount" shall be \$300,000.00.

C. Operation of the Settlement

9. Plaintiffs and Opt-In Settlor agree that, as a condition precedent for this Opt-In Agreement to become effective, Opt-In Settlor has delivered to Settlement Class Counsel within 180 days after the entry of an order granting preliminary approval to the Class Settlement Agreement an executed version of this Opt-In Agreement.

10. As a condition for being a Released Party, Opt-In Settlor agrees to be bound by this Opt-In Agreement, including the practice changes reflected in Section G of this Opt-In Agreement.

D. Stipulation to Class Certification

11. Plaintiffs and Opt-In Settlor hereby stipulate, for purposes of the Settlement only, that the requirements of Federal Rules of Civil Procedure 23(a), 23(b)(2), and 23(b)(3) are satisfied and, subject to Court approval, the Settlement Class shall be certified for settlement purposes. The Plaintiffs and Opt-In Settlor further stipulate that if, for any reason, the Settlement is rescinded, then the Plaintiffs' and Opt-In Settlor's stipulation to class certification as part of the Settlement shall become null and void.

12. The Class Settlement Agreement, this Opt-In Agreement, and any statement, transaction, or proceeding in connection with the negotiation, execution, or implementation of the Opt-In Agreement, shall not be construed as or deemed to be evidence of an admission or concession by Opt-In Settlor that a class should be or should have been certified for any purposes other than for purposes of the Settlement, and none of them shall be admissible in evidence for any such purpose in any proceeding.

13. Opt-In Settlor reserves all of its legal rights and defenses with respect to any claims brought by individuals who timely and validly request to be excluded from the Settlement Class.

E. Approval of this Opt-In Agreement

14. The Plaintiffs and Opt-In Settlor agree to make reasonable best efforts to effectuate this Opt-In Agreement in conjunction with the Settlement, including, but not limited to, seeking the Court's approval of procedures (including the giving of class notice under Federal Rules of Civil Procedure 23(c) and (e)) to secure the complete and final dismissal with prejudice of the Litigation as against the Opt-In Settlor.

15. As set forth in Paragraph 40 of the Class Settlement Agreement, no later than 35 days after the end of the Opt-In Period, Plaintiffs will submit to the Court a motion requesting that the Court preliminarily approve this Opt-In Agreement. The motion shall include a proposed form of order preliminarily approving the Opt-In Agreement and enjoining Releasing Parties from prosecuting any Released Claims in any forum until the Effective Date of the Settlement. Unless agreed otherwise, Opt-In Settlor shall not have an opportunity to review and comment on the preliminary approval motion.

16. To the extent the Court finds that this Opt-In Agreement does not meet the standard for preliminary approval, Plaintiffs and Opt-In Settlor will negotiate in good faith to attempt to modify the Opt-In Agreement to be resubmitted for approval, either directly or with the option of seeking assistance of the Special Master for Mediation, and will endeavor to resolve any issues to the satisfaction of the Court.

17. Plaintiffs and Opt-In Settlor agree to the use of the Settlement Administrator to administer the Settlement's notice and claims process. Subject to approval by the Court, the Settlement Administrator will undertake a method of providing notice to the Settlement Class Members of this Opt-In Agreement in conjunction with notice and claims administration of the Class Settlement Agreement that meets the requirements of due process and Federal Rule of Civil

Procedure 23 and is substantially similar to the forms of notice provided under the Class Settlement Agreement. Settlement Class Members who file a claim to receive compensation from the Class Settlement Agreement will be deemed to also make a claim for compensation under this Opt-In Agreement unless they affirmatively state they are not claiming relief under this Opt-In Agreement.

18. To mitigate the costs of notice, Plaintiffs shall endeavor to disseminate a combined notice to the Settlement Class of the Class Settlement Agreement and this Opt-In Agreement along with any other settlements with other opt-in settlors that have been or are reached by the end of the Opt-In Period. The Notice Motion and the Notice Form shall be governed by Sections J, K, and L of the Class Settlement Agreement.

19. Opt-In Settlor agrees to cooperate with Settlement Class Counsel and the Settlement Administrator by providing contact information for Settlement Class Members, to the extent that such information is reasonably accessible and is the type of data provided by the Opt-In Settlor (if any) in Burnett, Gibson or Keel, within 30 days after Settlement Class Counsel files the Notice Motion.

20. Within ten (10) calendar days after the filing with the Court of this Opt-In Agreement and the accompanying motion papers seeking its preliminary approval, the Settlement Administrator shall, at Opt-In Settlor's expense, cause notice of this Opt-In Agreement to be served upon appropriate State and Federal officials as provided in the Class Action Fairness Act, 28 U.S.C. § 1715.

21. In connection with the filing of a motion seeking final approval of the Settlement, Plaintiffs shall timely seek entry of a final judgment and order as to Opt-In Settlor, the terms of which will include, at a minimum, the substance of the following provisions:

- a. certifying the Settlement Class, pursuant to Rule 23 of the Federal Rules of Civil Procedure, solely for purposes of the Settlement;
- b. approving finally the Class Settlement Agreement and Opt-In Agreement and their terms as being a fair, reasonable and adequate settlement as to the Settlement Class Members within the meaning of Rule 23 of the Federal Rules of Civil Procedure and directing its consummation according to its terms;
- c. directing that, as to Opt-In Settlor only, the Litigation be dismissed with prejudice and, except as provided for herein, without costs;
- d. reserving exclusive jurisdiction over the Settlement and this Opt-In Agreement, including the interpretation, administration, consummation, and enforcement of the Settlement, to the United State District Court for the Northern District of Illinois, Eastern Division; and,
- e. determining under Federal Rule of Civil Procedure 54(b) that there is no just reason for delay and directing that the judgment in the Litigation as to Opt-In Settlor shall be final.

22. As of the execution date of this Opt-In Agreement, Plaintiffs and Opt-In Settlor shall be bound by the terms of this Opt-In Agreement and the Opt-In Agreement shall not be rescinded except in accordance with Section J. This Opt-In Agreement shall become Effective only after the occurrence of all conditions set forth above in the definition of the Effective Date.

F. Releases, Discharge, and Covenant Not to Sue

23. Upon the occurrence of the Effective Date, the Releasing Parties expressly and irrevocably waive, and fully, finally, and forever settle, discharge, and release the Released Parties

from any and all manner of claims, demands, actions, suits, and causes of action, whether individual, class, representative, or otherwise in nature, for damages, restitution, disgorgement, interest, costs, expenses, attorneys' fees, fines, civil or other penalties, or other payment of money, or for injunctive, declaratory, or other equitable relief, whenever incurred, whether directly, indirectly, derivatively, or otherwise, whether known or unknown, suspected or unsuspected, in law or in equity, that any Releasing Party ever had, now has, or hereafter can, shall, or may have and that have accrued as of the date of Class Notice of the Settlement arising from or related to the Released Claims. The Released Claims include but are not limited to the antitrust and consumer protection claims brought in the Litigation, as well as any claims that share any or all of the same factual predicates as those claims, including but not limited to similar state and federal statutes and other law potentially applicable to such alleged conduct. In connection therewith, upon the Effective Date of Settlement, each of the Releasing Parties (a) shall forever be enjoined from prosecuting in any forum any Released Claims against any of the Released Parties that accrued from the beginning of time through the date of Class Notice; and (b) agrees and covenants not to sue any of the Released Parties with respect to any Released Claims. For avoidance of doubt, this release extends to, but only to, the fullest extent permitted by law.

24. The Releasing Parties hereby expressly waive and release, solely with respect to the Released Claims, upon this Agreement becoming Effective, any and all provisions, rights, and benefits conferred by Section 1542 of the California Civil Code, which states:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY;

or by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to Section 1542 of the California Civil Code, including but not limited to Section 20-7-11 of the South Dakota Codified Laws, which provides that “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR” or any law or principle of law of any jurisdiction that would limit or restrict the effect or scope of the provisions of the release set forth above, without regard to the subsequent discovery or existence of such other, different, or additional facts. Each Releasing Party may hereafter discover facts other than or different from those which he, she, or it knows or believes to be true with respect to the Released Claims, but each Releasing Party hereby expressly waives and fully, finally, and forever settles and releases, upon this Agreement becoming Effective, any known or unknown, suspected or unsuspected, contingent or non-contingent Released Claim, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

25. The Releasing Parties intend by this Opt-In Agreement to settle with and release only the Released Parties, and Plaintiffs and Opt-In Settlor do not intend this Opt-In Agreement, or any part hereof, or any other aspect of the proposed Settlement or release, to release or otherwise affect in any way any claims concerning product liability, breach of warranty, breach of contract or tort of any kind (other than a breach of contract or tort claim based on a factual predicate in the Litigation), a claim arising out of violation of the Uniform Commercial Code, or personal or bodily injury. The release does not extend to any individual claims that a Settlement Class Member may have against his or her own broker or agent based on a breach of contract, breach of fiduciary duty,

malpractice, negligence or other tort claim, other than a claim that a Settlement Class Member paid an excessive commission or home price based on a factual predicate in the Litigation.

G. Practice Changes

26. As soon as practicable, and in no event later than thirty (30) days after the Effective Date, Opt-In Settlor (defined for purposes of this Paragraph to include Opt-In Settlor's present and future, direct and indirect corporate subsidiaries, related entities and affiliates, predecessors, and successors, and franchisees) will implement or maintain the following Practice Changes:

- i. advise and periodically remind company-owned brokerages, franchisees (if any), and their agents that there is no requirement that they must make offers to or must accept offers of compensation from buyer brokers or other buyer representatives or that, if made, such offers must be blanket, unconditional, or unilateral;
- ii. require that any company-owned brokerages and their agents (and recommend and encourage that any franchisees and their agents) disclose to prospective home sellers and buyers and state in conspicuous language that broker commissions are not set by law and are fully negotiable (a) in their listing agreement if it is not a government or MLS-specified form, (b) in their buyer representation agreement if there is one and it is not a government or MLS-specified form, and (c) in pre-closing disclosure documents if there are any and they are not government or MLS-specified forms. In the event that the listing agreement, buyer representation agreement, or pre-closing disclosure documents is a government or MLS-specified form, then the Opt-In Settlor will require that any company-owned brokerages and their agents (and recommend

and encourage that any franchisees and their agents) include a disclosure with conspicuous language expressly stating that broker commissions are not set by law and are fully negotiable;

- iii. prohibit all company-owned brokerages and their agents acting as buyer representatives (and recommend and encourage that any franchisees and their agents acting as buyer representatives refrain) from advertising or otherwise representing that their services are free unless they will receive no financial compensation from any source for those services;
- iv. require that company owned brokerages and their agents disclose at the earliest moment possible any offer of compensation made in connection with each home marketed to prospective buyers in any format;
- v. prohibit company owned brokerages and their agents (and recommend and encourage that any franchisees and their agents refrain) from utilizing any technology or taking manual actions to filter out or restrict listings that are searchable by and displayed to consumers based on the level of compensation offered to any cooperating broker, unless directed to do so by the client (and eliminate any internal systems or technological processes that may currently facilitate such practices);
- vi. advise and periodically remind company owned brokerages and their agents of their obligation (and recommend and encourage that any franchisees and their agents) show properties regardless of the existence or amount of compensation offered to buyer brokers or other buyer representatives provided that each such property meets the buyer's articulated purchasing priorities;

vii. for each of the above points, for company owned brokerages, franchisees, and their agents, develop training materials consistent with the above relief and eliminate any contrary training materials currently used.

27. If not automatically terminated earlier by their own terms, the obligations set forth in Paragraph 26 will sunset 5 years after the Effective Date.

28. Opt-In Settlor acknowledges that the Practice Changes set forth herein are a material component of this Opt-In Agreement and agrees to use its best efforts to implement the Practice Changes specified in this Section.

29. If any disputes arise regarding the scope of the foregoing commitments to change practices or compliance with said commitments, Plaintiffs and Opt-In Settlor shall attempt to resolve it by agreement. If they are unable to resolve their dispute, they shall have the option to refer the dispute to the Special Master for Mediation for binding resolution.

30. Opt-In Settlor agrees to provide proof of compliance with these practice changes if requested by Settlement Class Counsel.

H. The Opt-In Settlor Monetary Amount

31. As consideration for the agreements and releases set forth herein, and in exchange for the full, complete, and final settlement of the claims asserted in the Litigation as provided in this Agreement, Opt-In Settlor shall deposit the Opt-In Settlor Monetary Amount into the Escrow Account in accordance with the following schedule: \$300,000 of total payments comprised of: a) \$7,000 per month for 35 months **commencing on the later of:** i) July 1, 2028 or ii) the first of the month following completion of settlement payments required pursuant to the Supplemental Settlement Agreement to Appendix C – Brokerage “Opt In” Agreement in *Burnett v. The National*

Association of Realtors, Case No. 19-cv-00332-SRB and *Moehrl v. The National Association of Realtors*, Case No. 19-cv-01610-ARW; and b) a final lump sum payment in month 36 of \$55,000.

32. In no event will Opt-In Settlor's monetary liability with respect to the Settlement exceed the Opt-In Settlor Monetary Amount.

33. The Escrow Account and Global Settlement Fund will be administered, and funds from it dispersed and distributed, as set forth in Sections I, M, N, and P of the Class Settlement Agreement.

34. Opt-In Settlor will not have any responsibility for, or liability in connection with, the Global Settlement Fund, including, but not limited to, the investment, administration, maintenance, or distribution thereof.

35. There will be no reduction of the Opt-In Settlor Monetary Amount or the Global Settlement Fund based on any Settlement Class Members who submit requests to be excluded from the Settlement. If the Settlement becomes Effective, no proceeds from the Settlement will revert to Opt-In Settlor regardless of the claims that are made.

36. As set forth in Section M of the Class Settlement Agreement, the distribution of the Global Settlement Fund shall be administered pursuant to the Plan of Allocation proposed by Settlement Class Counsel in their sole discretion and subject to the approval of the Court. Opt-In Settlor will have no participatory or approval rights with respect to the Plan of Allocation. It is understood and agreed by Plaintiffs and Opt-In Settlor that any proposed Plan of Allocation, including, but not limited to, any adjustments to the amount(s) of Settlement Class Members' payments, is completely independent of and is not a part of this Opt-In Agreement and is to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of this Opt-In Agreement. Plaintiffs and Opt-In Settlor shall be bound by the terms

of this Opt-In Agreement irrespective of whether the Court or any other court, including on any appeal, disapproves or modifies the Plan of Allocation, and any modification or rejection of the Plan of Allocation shall not affect the validity or enforceability of this Opt-In Agreement or otherwise operate to terminate, modify, or cancel this Opt-In Agreement. Neither the Opt-In Settlor nor any other Released Party under this Agreement shall have any responsibility for, or interest in, or liability whatsoever with respect to the allocation among Settlement Class Counsel, Plaintiffs, and/or any other person who may assert some claim thereto, of any fee and expense award that the Court may make in the Litigation.

37. Subject to the terms of the Class Settlement Agreement, and subject to Court approval, Plaintiffs may apply to the Court for an award of past, current, or future reasonable litigation costs and expenses, an award of reasonable attorneys' fees, and any service award(s) to the class representative(s). Any such awards shall be payable solely from the Global Settlement Fund, including the Opt-In Settlor Monetary Amount, subject to Court approval.

38. The procedure for and the allowance or disallowance by the Court of the application by Settlement Class Counsel for attorneys' fees, costs and expenses, or service awards for the class representative(s) to be paid out of the Global Settlement Fund are not part of this Agreement, and are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness and adequacy of the Settlement, and any Order or proceeding relating to a request for attorneys' fees and reimbursement of expenses or service awards, or any appeal from any such Order, shall not operate to terminate or cancel this Agreement, or affect or delay the finality of the judgment approving the Settlement. Except as otherwise provided herein, Opt-In Settlor nor any other Released Party under this Agreement shall have any responsibility for, or interest in, or liability whatsoever with respect to any payment to Settlement Class Counsel and/or Plaintiffs or

any fee and expense award, or service award, in the Litigation. The Releasing Parties will look solely to the Global Settlement Fund for monetary relief and satisfaction against the Released Parties of all Released Claims and shall have no other recovery against Opt-In Settlor or the Released Parties.

39. Opt-In Settlor has no responsibility to make any filings relating to the Global Settlement Fund or to pay taxes or tax expenses with respect thereto, and has no liability or responsibility for the taxes or expenses incurred in connection with taxation matters.

J. Rescission

40. This Opt-In Agreement will be deemed rescinded 30 days after an Order from the Court declining to certify the Settlement Class as defined in the Class Settlement Agreement and this Opt-In Agreement, declining to grant preliminary or final approval of the Settlement or this Opt-In Agreement in all material respects, or materially modifying or setting aside this Opt-In Agreement or any judgment modifying or setting aside this Settlement in any material respects on appeal, unless Plaintiffs and Opt-In Settlor agree in writing that the Opt-In Agreement shall continue within twenty-nine (29) days of the order.

41. A modification or reversal on appeal of any amount of the Global Settlement Fund that the Court authorizes to be used to pay Plaintiffs' fees or litigation expenses or service awards shall not be deemed a modification of all or a part of the terms of this Opt-In Agreement or the final judgment and order.

42. If the Class Settlement Agreement is rescinded pursuant to Section P of the Class Settlement Agreement, then Settlement Class Counsel shall provide Opt-In Settlor notice of the rescission and this Opt-In Agreement shall also be rescinded unless Plaintiffs and Opt-In Settlor

agree in writing within ten (10) days of the event triggering rescission that this Opt-In Agreement shall continue.

43. If this Opt-In Agreement is rescinded, Plaintiffs and Opt-In Settlor agree that pending deadlines applicable to Opt-In Settlor in the Litigation (if any) that were mooted by the execution of this Opt-In Agreement shall be reset, and no Party shall contend that filing or renewal of any motions or pleadings were rendered untimely or were waived by operation of this Opt-In Agreement.

44. If this Opt-In Agreement is rescinded, Opt-In Settlor will no longer be a Released Party, it will not be bound by this Opt-In Agreement, and the Settlement Administrator shall return Opt-In Settlor's Balance (defined below) to Opt-In Settlor from the Escrow Account within thirty (30) days of the rescission (the "Rescission Date"). Opt-In Settlor's Balance is equal to the Opt-In Settlor's Monetary Amount paid into the Escrow Account as of the Rescission Date, less the Opt-In Settlor's Share (defined below) of permitted expenses paid from or incurred against the Global Settlement Fund as of the Rescission Date, plus the Opt-In Settlor's Share of interest paid into or accrued in the Global Settlement Fund as of the date of the Rescission Date. The Opt-In Settlor's Share is equal to the amount of the Opt-In Settlor Monetary Amount paid into the Global Settlement Fund as of the Rescission Date divided by the total of all Settling Defendants' and opt-in settlors' Monetary Amounts paid into the Escrow Account as of the Rescission Date.

45. Opt-In Settlor does not waive, and hereby expressly reserves, all of its legal rights and defenses, including, but not limited to, any defenses relating to the lack of personal jurisdiction, in the event of the rescission of this Agreement.

46. Opt-In Settlor warrants and represents that it is not "insolvent" within the meaning of applicable bankruptcy laws as of the time this Opt-In Agreement is executed. In the event of a

final order of a court of competent jurisdiction, not subject to any further proceedings, determining the transfer of the Opt-In Settlor's Monetary Amount, or any portion thereof, by or on behalf of Opt-In Settlor to be a preference, voidable transfer, fraudulent transfer or similar transaction under Title 11 of the United States Code (Bankruptcy) or applicable state law and any portion thereof is required to be refunded and such amount is not promptly deposited in the Escrow Account by or on behalf of Opt-In Settlor, then, at the election of Class Counsel, this Opt-In Agreement may be terminated and the releases given and the judgment entered as to Opt-In Settlor pursuant to the Settlement shall be null and void.

K. Miscellaneous

47. This Opt-In Agreement and any actions taken to carry out the Settlement are not intended to be, nor shall they be deemed or construed to be, an admission or concession of liability or of the truth or validity of any claim or allegation, defense, or point of fact or law on the part of any party. Opt-In Settlor denies the material allegations in the Litigation. This Opt-In Agreement, the fact of the Settlement, any approval proceedings, the negotiations as to the Settlement and this Opt-In Agreement, and any related documents, shall not be used as an admission of any fault or omission by Opt-In Settlor, or be offered in evidence as an admission, concession, presumption, or inference of any wrongdoing by Opt-In Settlor in any proceeding.

48. Any disputes between Plaintiffs and Opt-In Settlor concerning this Opt-In Agreement shall, if they cannot be resolved, be presented to the Special Master for Mediation for assistance in mediating a resolution.

49. The provisions of this Opt-In Agreement shall, where possible, be interpreted in a manner to sustain their legality and enforceability.

50. Any disputes relating to this Opt-In Agreement will be governed by Illinois law without regard to conflicts of law provisions.

51. The Court shall retain jurisdiction over the interpretation, approval, implementation, and enforcement of the Class Settlement Agreement, the Settlement, and this Opt-In Agreement, but will not use that stipulation or Opt-In Settlor's agreement to be governed by Illinois law as grounds for personal jurisdiction over an Opt-In Settlor in any litigation unrelated to the interpretation, approval, implementation, or enforcement of this Opt-In Agreement, including, but not limited to, litigation of claims or potential claims against Opt-In Settlor in the event that the Class Settlement Agreement and/or this Opt-In Agreement is rescinded. For the avoidance of doubt, Opt-In Settlor does not waive but rather reserves all defenses and rights, including, but not limited to, those concerning personal jurisdiction and failure to state a claim.

52. The Class Settlement Agreement (including the Exhibits and Appendices attached thereto) and this Opt-In Agreement constitute the entire agreement among Plaintiffs and Opt-In Settlor pertaining to the Settlement and resolution of any claims or potential claims against Opt-In Settlor. This Opt-In Agreement may be modified or amended only by a writing executed by Plaintiffs and Opt-In Settlor.

53. Opt-In Settlor acknowledges that it has been and is being fully advised by competent legal counsel of Opt-In Settlor's own choice and fully understands the terms and conditions of the Class Settlement Agreement and this Opt-In Agreement, and the meaning and import thereof, and that Opt-In Settlor's execution of this Opt-In Agreement is with the advice of such Opt-In Settlor's counsel and of Opt-In Settlor's own free will. Opt-In Settlor submits to the exclusive jurisdiction of the Court for the purposes of interpreting and enforcing the terms of this Opt-In Agreement, including but not limited to, the practice changes contained therein. Plaintiffs

and Opt-In Settlor each represents and warrants that it has sufficient information to reach an informed decision and has, independently and without relying upon other parties, and based on such information as it has deemed appropriate, made its own decision to enter into this Opt-In Agreement and was not fraudulently or otherwise wrongfully induced to enter into this Opt-In Agreement.

54. Each of the undersigned attorneys represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Opt-In Agreement.

FOR PLAINTIFFS & SETTLEMENT CLASS COUNSEL

DocuSigned by:
Paul Geske

By: CB7151FB17954DB...

Dated: 4/13/2026

FOR UMRO REALTY CORP D/B/A THE AGENCY

DocuSigned by:
Rainy Austin

By: 08CB80D36C204A7...

Dated: 4/13/2026

Exhibit 11

according to the terms set forth below is fair, reasonable, and adequate and in the best interest of Plaintiffs and the other Settlement Class Members;

WHEREAS, Opt-In Settlor denies Plaintiffs' allegations and any charges of wrongdoing or liability of any kind but nevertheless has decided to enter into this Opt-In Agreement to avoid the expense, inconvenience, and the distraction of burdensome and protracted litigation, to obtain the nationwide releases, orders, and judgment contemplated by the Class Settlement Agreement and this Opt-In Agreement, and to put to rest with finality all claims and allegations that Plaintiffs and Settlement Class Members have or could have asserted against Opt-In Settlor; and

WHEREAS, Opt-In Settlor has agreed, in addition to providing the monetary compensation set forth below, to implement certain practice changes, each as set forth in this Opt-In Agreement.

NOW, THEREFORE, in consideration of the agreements and releases set forth herein and other good and valuable consideration, and intending to be legally bound, it is agreed by and between Plaintiffs, individually and on behalf of the Settlement Class, and Opt-In Settlor that certain actual or potential claims be settled, compromised, and dismissed with prejudice as to Opt-In Settlor and, except as hereinafter provided, without costs as to Plaintiffs, the Settlement Class, or Opt-In Settlor, subject to the approval of the Court, on the following terms and conditions:

B. Definitions

Plaintiffs and Opt-In Settlor agree that the capitalized terms used in this Opt-In Agreement shall be defined and interpreted in accordance with the definitions set forth in the Class Settlement Agreement unless otherwise specified herein. The following terms, as used in this Opt-In Agreement only, have the following meanings:

1. "Class Period" with respect to Opt-In Settlor means:
 - i. From January 25, 2006 to date of Class Notice for homes in Puerto Rico;

- ii. From January 25, 2011 to date of Class Notice for homes in Rhode Island and Louisiana;
- iii. From January 25, 2013 to date of Class Notice for homes in Wyoming;
- iv. 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;
- v. From January 25, 2016 to date of Class Notice for homes in Arkansas, Kentucky, Illinois, Iowa, Missouri, Utah, and West Virginia;
- vi. 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;
- vii. 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
- viii. From January 25, 2019 to date of Class Notice for homes in Texas and for all other homes across the United States.

2. “Effective” means that all conditions set forth below in the definition of “Effective Date” have occurred.

3. “Effective Date” means the date when both of the following conditions have occurred: (a) the Court has entered a final judgment and order approving the Class Settlement Agreement and this Opt-In Agreement under Rule 23(e) of the Federal Rules of Civil Procedure and dismissing the Litigation with prejudice; and (b) the time for appeal or to seek permission to

appeal from the Court’s approval of the Class Settlement Agreement and this Opt-In Agreement and the entry of a final judgment has expired or, if appealed, approval of the Class Settlement Agreement and this Opt-In Agreement and the final judgment have been affirmed in their entirety by the court of last resort to which such appeal has been taken and such affirmance is no longer subject to further appeal or review. It is agreed that neither the provisions of Federal Rule of Civil Procedure 60 nor the All Writs Act, 28 U.S.C. § 1651, shall be considered in determining the above-stated times.

4. “Released Claims” means 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 or in *Batton et al. v. Compass, Inc. et al.*, No. 1:23-cv-15618 (N.D. Ill.) 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 of residential real estate.

5. “Released Parties” means Opt-In Settlor and all of its 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. This Opt-In Agreement shall not result in the release of any claims against any other party or non-party not specifically listed herein.

6. “Releasing Parties” means Plaintiffs and any Settlement Class Members, including any of their immediate family members, heirs, representatives, administrators, executors, devisees, legatees, and estates, acting in their capacity as such; and for entities including any of their past, present or future officers, directors, members, shareholders, managers, insurers, general or limited partners, divisions, stockholders, agents, attorneys, employees, legal representatives, trustees, parents, associates, affiliates, joint ventures, subsidiaries, heirs, executors, administrators, predecessors, successors and assigns, acting in their capacity as such solely with respect to the claims based on or derived from claims of the Plaintiffs or the Settlement Class Members.

7. “Settlement” means the settlement of the Released Claims against Opt-In Settlor as contemplated by the Class Settlement Agreement and this Opt-In Agreement.

8. “Settlement Class” means the class of persons that will be certified by the Court for Settlement purposes defined in Paragraph 15 of the Class Settlement Agreement. The Settlement Class shall not include individuals who have separately released the Released Claims against Opt-In Settlor in a court approved class settlement in Burnett, Gibson or Keel, but only as to Opt-In Settlor.

9. “Opt-In Settlor Monetary Amount” shall be \$487,500.00.

C. Operation of the Settlement

10. Plaintiffs and Opt-In Settlor agree that, as a condition precedent for this Opt-In Agreement to become effective, Opt-In Settlor has delivered to Settlement Class Counsel an executed version of this Opt-In Agreement confirming that Opt-In Settlor has selected “Option 1” as defined in Section G of the Class Settlement Agreement.

11. As a condition for being a Released Party, Opt-In Settlor agrees to be bound by this Opt-In Agreement, including the practice changes reflected in Section G of this Opt-In Agreement.

D. Stipulation to Class Certification

12. Plaintiffs and Opt-In Settlor hereby stipulate, for purposes of the Settlement only, that the requirements of Federal Rules of Civil Procedure 23(a), 23(b)(2), and 23(b)(3) are satisfied and, subject to Court approval, the Settlement Class shall be certified for settlement purposes. The Plaintiffs and Opt-In Settlor further stipulate that if, for any reason, the Settlement is rescinded, then the Plaintiffs' and Opt-In Settlor's stipulation to class certification as part of the Settlement shall become null and void.

13. The Class Settlement Agreement, this Opt-In Agreement, and any statement, transaction, or proceeding in connection with the negotiation, execution, or implementation of the Opt-In Agreement, shall not be construed as or deemed to be evidence of an admission or concession by Opt-In Settlor that a class should be or should have been certified for any purposes other than for purposes of the Settlement, and none of them shall be admissible in evidence for any such purpose in any proceeding.

14. Opt-In Settlor reserves all of its legal rights and defenses with respect to any claims brought by individuals who timely and validly request to be excluded from the Settlement Class.

E. Approval of this Opt-In Agreement

15. The Plaintiffs and Opt-In Settlor agree to make reasonable best efforts to effectuate this Opt-In Agreement in conjunction with the Settlement, including, but not limited to, seeking the Court's approval of procedures (including the giving of class notice under Federal Rules of Civil Procedure 23(c) and (e)) to secure the complete and final dismissal with prejudice of the Litigation as against the Opt-In Settlor.

16. As set forth in Paragraph 40 of the Class Settlement Agreement, no later than 35 days after the end of the Opt-In Period, Plaintiffs will submit to the Court a motion requesting that the Court preliminarily approve this Opt-In Agreement. The motion shall be accompanied by a proposed amended complaint adding Opt-In Settlor as a defendant in the Litigation. The motion shall include a proposed form of order preliminarily approving the Opt-In Agreement and enjoining Releasing Parties from prosecuting any Released Claims in any forum until the Effective Date of the Settlement. Unless agreed otherwise, Opt-In Settlor shall not have an opportunity to review and comment on the preliminary approval motion.

17. To the extent the Court finds that this Opt-In Agreement does not meet the standard for preliminary approval, Plaintiffs and Opt-In Settlor will negotiate in good faith to attempt to modify the Opt-In Agreement to be resubmitted for approval, either directly or with the option of seeking assistance of the Special Master for Mediation, and will endeavor to resolve any issues to the satisfaction of the Court.

18. Plaintiffs and Opt-In Settlor agree to the use of the Settlement Administrator to administer the Settlement's notice and claims process. Subject to approval by the Court, the Settlement Administrator will undertake a method of providing notice to the Settlement Class Members of this Opt-In Agreement in conjunction with notice and claims administration of the Class Settlement Agreement that meets the requirements of due process and Federal Rule of Civil Procedure 23 and is substantially similar to the forms of notice provided under the Class Settlement Agreement. Settlement Class Members who file a claim to receive compensation from the Class Settlement Agreement will be deemed to also make a claim for compensation under this Opt-In Agreement unless they affirmatively state they are not claiming relief under this Opt-In Agreement.

19. To mitigate the costs of notice, Plaintiffs shall disseminate a combined notice to the Settlement Class of the Class Settlement Agreement and this Opt-In Agreement along with any other settlements with other opt-in settlors that have been or are reached by the end of the Opt-In Period. The Notice Motion and the Notice Form shall be governed by Sections J, K, and L of the Class Settlement Agreement.

20. Opt-In Settlor agrees to cooperate with Settlement Class Counsel and the Settlement Administrator by providing contact information for Settlement Class Members, to the extent that such information is reasonably accessible and is the type of data provided by the Opt-In Settlor (if any) in Burnett, Gibson or Keel, within 30 days after Settlement Class Counsel files the Notice Motion.

21. Within ten (10) calendar days after the filing with the Court of this Opt-In Agreement and the accompanying motion papers seeking its preliminary approval, the Settlement Administrator shall, at Opt-In Settlor's expense, cause notice of this Opt-In Agreement to be served upon appropriate State and Federal officials as provided in the Class Action Fairness Act, 28 U.S.C. § 1715.

22. In connection with the filing of a motion seeking final approval of the Settlement, Plaintiffs shall timely seek entry of a final judgment and order as to Opt-In Settlor, the terms of which will include, at a minimum, the substance of the following provisions:

- a. certifying the Settlement Class, pursuant to Rule 23 of the Federal Rules of Civil Procedure, solely for purposes of the Settlement;
- b. approving finally the Class Settlement Agreement and Opt-In Agreement and their terms as being a fair, reasonable and adequate settlement as to the Settlement Class Members within the meaning of Rule 23 of the Federal

Rules of Civil Procedure and directing its consummation according to its terms;

- c. directing that, as to Opt-In Settlor only, the Litigation be dismissed with prejudice and, except as provided for herein, without costs;
- d. reserving exclusive jurisdiction over the Settlement and this Opt-In Agreement, including the interpretation, administration, consummation, and enforcement of the Settlement, to the United States District Court for the Northern District of Illinois, Eastern Division; and,
- e. determining under Federal Rule of Civil Procedure 54(b) that there is no just reason for delay and directing that the judgment in the Litigation as to Opt-In Settlor shall be final.

23. As of the execution date of this Opt-In Agreement, Plaintiffs and Opt-In Settlor shall be bound by the terms of this Opt-In Agreement and the Opt-In Agreement shall not be rescinded except in accordance with Section J. This Opt-In Agreement shall become Effective only after the occurrence of all conditions set forth above in the definition of the Effective Date.

F. Releases, Discharge, and Covenant Not to Sue

24. Upon the occurrence of the Effective Date, the Releasing Parties expressly and irrevocably waive, and fully, finally, and forever settle, discharge, and release the Released Parties from any and all manner of claims, demands, actions, suits, and causes of action, whether individual, class, representative, or otherwise in nature, for damages, restitution, disgorgement, interest, costs, expenses, attorneys' fees, fines, civil or other penalties, or other payment of money, or for injunctive, declaratory, or other equitable relief, whenever incurred, whether directly, indirectly, derivatively, or otherwise, whether known or unknown, suspected or unsuspected, in

law or in equity, that any Releasing Party ever had, now has, or hereafter can, shall, or may have and that have accrued as of the date of Class Notice of the Settlement arising from or related to the Released Claims. The Released Claims include but are not limited to the antitrust and consumer protection claims brought in the Litigation, as well as any claims that share any or all of the same factual predicates as those claims, including but not limited to similar state and federal statutes and other law potentially applicable to such alleged conduct. In connection therewith, upon the Effective Date of Settlement, each of the Releasing Parties (a) shall forever be enjoined from prosecuting in any forum any Released Claims against any of the Released Parties that accrued from the beginning of time through the date of Class Notice; and (b) agrees and covenants not to sue any of the Released Parties with respect to any Released Claims. For avoidance of doubt, this release extends to, but only to, the fullest extent permitted by law.

25. The Releasing Parties hereby expressly waive and release, solely with respect to the Released Claims, upon this Agreement becoming Effective, any and all provisions, rights, and benefits conferred by Section 1542 of the California Civil Code, which states:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY;

or by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to Section 1542 of the California Civil Code, including but not limited to Section 20-7-11 of the South Dakota Codified Laws, which provides that “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE,

WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR” or any law or principle of law of any jurisdiction that would limit or restrict the effect or scope of the provisions of the release set forth above, without regard to the subsequent discovery or existence of such other, different, or additional facts. Each Releasing Party may hereafter discover facts other than or different from those which he, she, or it knows or believes to be true with respect to the Released Claims, but each Releasing Party hereby expressly waives and fully, finally, and forever settles and releases, upon this Agreement becoming Effective, any known or unknown, suspected or unsuspected, contingent or non-contingent Released Claim, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

26. The Releasing Parties intend by this Opt-In Agreement to settle with and release only the Released Parties, and Plaintiffs and Opt-In Settlor do not intend this Opt-In Agreement, or any part hereof, or any other aspect of the proposed Settlement or release, to release or otherwise affect in any way any claims concerning product liability, breach of warranty, breach of contract or tort of any kind (other than a breach of contract or tort claim based on a factual predicate in the Litigation), a claim arising out of violation of the Uniform Commercial Code, or personal or bodily injury. The release does not extend to any individual claims that a Settlement Class Member may have against his or her own broker or agent based on a breach of contract, breach of fiduciary duty, malpractice, negligence or other tort claim, other than a claim that a Settlement Class Member paid an excessive commission or home price based on a factual predicate in the Litigation.

G. Practice Changes

27. As soon as practicable, and in no event later than thirty (30) days after the Effective Date, Opt-In Settlor (defined for purposes of this Paragraph to include Opt-In Settlor’s present and

future, direct and indirect corporate subsidiaries, related entities and affiliates, predecessors, and successors, and franchisees) will implement or maintain the following Practice Changes:

- i. advise and periodically remind company-owned brokerages, franchisees (if any), and their agents that there is no requirement that they must make offers to or must accept offers of compensation from buyer brokers or other buyer representatives or that, if made, such offers must be blanket, unconditional, or unilateral;
- ii. require that any company-owned brokerages and their agents (and recommend and encourage that any franchisees and their agents) disclose to prospective home sellers and buyers and state in conspicuous language that broker commissions are not set by law and are fully negotiable (a) in their listing agreement if it is not a government or MLS-specified form, (b) in their buyer representation agreement if there is one and it is not a government or MLS-specified form, and (c) in pre-closing disclosure documents if there are any and they are not government or MLS-specified forms. In the event that the listing agreement, buyer representation agreement, or pre-closing disclosure documents is a government or MLS-specified form, then the Opt-In Settlor will require that any company-owned brokerages and their agents (and recommend and encourage that any franchisees and their agents) include a disclosure with conspicuous language expressly stating that broker commissions are not set by law and are fully negotiable;
- iii. prohibit all company-owned brokerages and their agents acting as buyer representatives (and recommend and encourage that any franchisees and their

- agents acting as buyer representatives refrain) from advertising or otherwise representing that their services are free unless they will receive no financial compensation from any source for those services;
- iv. require that company owned brokerages and their agents disclose at the earliest moment possible any offer of compensation made in connection with each home marketed to prospective buyers in any format;
 - v. prohibit company owned brokerages and their agents (and recommend and encourage that any franchisees and their agents refrain) from utilizing any technology or taking manual actions to filter out or restrict listings that are searchable by and displayed to consumers based on the level of compensation offered to any cooperating broker, unless directed to do so by the client (and eliminate any internal systems or technological processes that may currently facilitate such practices);
 - vi. advise and periodically remind company owned brokerages and their agents of their obligation (and recommend and encourage that any franchisees and their agents) show properties regardless of the existence or amount of compensation offered to buyer brokers or other buyer representatives provided that each such property meets the buyer's articulated purchasing priorities;
 - vii. for each of the above points, for company owned brokerages, franchisees, and their agents, develop training materials consistent with the above relief and eliminate any contrary training materials currently used.

28. If not automatically terminated earlier by their own terms, the obligations set forth in Paragraph 27 will sunset 5 years after the Effective Date.

29. Opt-In Settlor acknowledges that the Practice Changes set forth herein are a material component of this Opt-In Agreement and agrees to use its reasonable best efforts to implement the Practice Changes specified in this Section.

30. If any disputes arise regarding the scope of the foregoing commitments to change practices or compliance with said commitments, Plaintiffs and Opt-In Settlor shall attempt to resolve it by agreement. If they are unable to resolve their dispute, they shall have the option to refer the dispute to the Special Master for Mediation for binding resolution.

31. Opt-In Settlor agrees to provide proof of compliance with these practice changes if requested by Settlement Class Counsel and ordered by the Court.

H. The Opt-In Settlor Monetary Amount

32. As consideration for the agreements and releases set forth herein, and in exchange for the full, complete, and final settlement of the claims asserted in the Litigation as provided in this Agreement, Opt-In Settlor shall deposit the Opt-In Settlor Monetary Amount into the Escrow Account in four installments as follows:

First installment of \$97,500.00: Due within ten (10) business days of the Effective Date

Second installment of \$121,875.00: Due one year after the first installment

Third installment of \$121,875.00: Due one year after the second installment

Fourth installment of \$146,250.00: Due one year after the third installment

33. In no event will Opt-In Settlor's monetary liability with respect to the Settlement exceed the Opt-In Settlor Monetary Amount.

34. The Escrow Account and Global Settlement Fund will be administered, and funds from it dispersed and distributed, as set forth in Sections I, M, N, and P of the Class Settlement Agreement.

35. Opt-In Settlor will not have any responsibility for, or liability in connection with, the Global Settlement Fund, including, but not limited to, the investment, administration, maintenance, or distribution thereof.

36. There will be no reduction of the Opt-In Settlor Monetary Amount or the Global Settlement Fund based on any Settlement Class Members who submit requests to be excluded from the Settlement. If the Settlement becomes Effective, no proceeds from the Settlement will revert to Opt-In Settlor regardless of the claims that are made.

37. As set forth in Section M of the Class Settlement Agreement, the distribution of the Global Settlement Fund shall be administered pursuant to the Plan of Allocation proposed by Settlement Class Counsel in their sole discretion and subject to the approval of the Court. Opt-In Settlor will have no participatory or approval rights with respect to the Plan of Allocation. It is understood and agreed by Plaintiffs and Opt-In Settlor that any proposed Plan of Allocation, including, but not limited to, any adjustments to the amount(s) of Settlement Class Members' payments, is completely independent of and is not a part of this Opt-In Agreement and is to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of this Opt-In Agreement. Plaintiffs and Opt-In Settlor shall be bound by the terms of this Opt-In Agreement irrespective of whether the Court or any other court, including on any appeal, disapproves or modifies the Plan of Allocation, and any modification or rejection of the Plan of Allocation shall not affect the validity or enforceability of this Opt-In Agreement or otherwise operate to terminate, modify, or cancel this Opt-In Agreement. Neither the Opt-In Settlor nor any other Released Party under this Agreement shall have any responsibility for, or interest in, or liability whatsoever with respect to the allocation among Settlement Class Counsel, Plaintiffs,

and/or any other person who may assert some claim thereto, of any fee and expense award that the Court may make in the Litigation.

38. Subject to the terms of the Class Settlement Agreement, and subject to Court approval, Plaintiffs may apply to the Court for an award of past, current, or future reasonable litigation costs and expenses, an award of reasonable attorneys' fees, and any service award(s) to the class representative(s). Any such awards shall be payable solely from the Global Settlement Fund, including the Opt-In Settlor Monetary Amount, subject to Court approval.

39. The procedure for and the allowance or disallowance by the Court of the application by Settlement Class Counsel for attorneys' fees, costs and expenses, or service awards for the class representative(s) to be paid out of the Global Settlement Fund are not part of this Agreement, and are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness and adequacy of the Settlement, and any Order or proceeding relating to a request for attorneys' fees and reimbursement of expenses or service awards, or any appeal from any such Order, shall not operate to terminate or cancel this Agreement, or affect or delay the finality of the judgment approving the Settlement. Except as otherwise provided herein, Opt-In Settlor nor any other Released Party under this Agreement shall have any responsibility for, or interest in, or liability whatsoever with respect to any payment to Settlement Class Counsel and/or Plaintiffs or any fee and expense award, or service award, in the Litigation. The Releasing Parties will look solely to the Global Settlement Fund for monetary relief and satisfaction against the Released Parties of all Released Claims and shall have no other recovery against Opt-In Settlor or the Released Parties.

40. Opt-In Settlor has no responsibility to make any filings relating to the Global Settlement Fund or to pay taxes or tax expenses with respect thereto, and has no liability or responsibility for the taxes or expenses incurred in connection with taxation matters.

J. Rescission

41. This Opt-In Agreement will be deemed rescinded 30 days after an Order from the Court declining to certify the Settlement Class as defined in the Class Settlement Agreement and this Opt-In Agreement, declining to grant preliminary or final approval of the Settlement or this Opt-In Agreement in all material respects, or materially modifying or setting aside this Opt-In Agreement or any judgment approving this Settlement in any material respects on appeal, unless Plaintiffs and Opt-In Settlor agree in writing that the Opt-In Agreement shall continue within twenty-nine (29) days of the order.

42. A modification or reversal on appeal of any amount of the Global Settlement Fund that the Court authorizes to be used to pay Plaintiffs' fees or litigation expenses or service awards shall not be deemed a modification of all or a part of the terms of this Opt-In Agreement or the final judgment and order.

43. If the Class Settlement Agreement is rescinded pursuant to Section P of the Class Settlement Agreement, then Settlement Class Counsel shall provide Opt-In Settlor notice of the rescission and this Opt-In Agreement shall also be rescinded unless Plaintiffs and Opt-In Settlor agree in writing within ten (10) days of the event triggering rescission that this Opt-In Agreement shall continue.

44. If this Opt-In Agreement is rescinded, Plaintiffs and Opt-In Settlor agree that pending deadlines applicable to Opt-In Settlor in the Litigation (if any) that were mooted by the execution of this Opt-In Agreement shall be reset, and no Party shall contend that filing or renewal

of any motions or pleadings were rendered untimely or were waived by operation of this Opt-In Agreement.

45. If this Opt-In Agreement is rescinded, Opt-In Settlor will no longer be a Released Party, it will not be bound by this Opt-In Agreement, and the Settlement Administrator shall return Opt-In Settlor's Balance (defined below) to Opt-In Settlor from the Escrow Account within thirty (30) days of the rescission (the "Rescission Date"). Opt-In Settlor's Balance is equal to the Opt-In Settlor's Monetary Amount paid into the Escrow Account as of the Rescission Date, less the Opt-In Settlor's Share (defined below) of permitted expenses paid from or incurred against the Global Settlement Fund as of the Rescission Date, plus the Opt-In Settlor's Share of interest paid into or accrued in the Global Settlement Fund as of the date of the Rescission Date. The Opt-In Settlor's Share is equal to the amount of the Opt-In Settlor Monetary Amount paid into the Global Settlement Fund as of the Rescission Date divided by the total of all Settling Defendants' and opt-in settlors' Monetary Amounts paid into the Escrow Account as of the Rescission Date.

46. Opt-In Settlor does not waive, and hereby expressly reserves, all of its legal rights and defenses, including, but not limited to, any defenses relating to the lack of personal jurisdiction, in the event of the rescission of this Agreement.

47. Opt-In Settlor warrants and represents that it is not "insolvent" within the meaning of applicable bankruptcy laws as of the time this Opt-In Agreement is executed. In the event of a final order of a court of competent jurisdiction, not subject to any further proceedings, determining the transfer of the Opt-In Settlor's Monetary Amount, or any portion thereof, by or on behalf of Opt-In Settlor to be a preference, voidable transfer, fraudulent transfer or similar transaction under Title 11 of the United States Code (Bankruptcy) or applicable state law and any portion thereof is required to be refunded and such amount is not promptly deposited in the Escrow Account by or

on behalf of Opt-In Settlor, then, at the election of Class Counsel, this Opt-In Agreement may be terminated and the releases given and the judgment entered as to Opt-In Settlor pursuant to the Settlement shall be null and void.

K. Miscellaneous

48. This Opt-In Agreement and any actions taken to carry out the Settlement are not intended to be, nor shall they be deemed or construed to be, an admission or concession of liability or of the truth or validity of any claim or allegation, defense, or point of fact or law on the part of any party. Opt-In Settlor denies the material allegations in the Litigation. This Opt-In Agreement, the fact of the Settlement, any approval proceedings, the negotiations as to the Settlement and this Opt-In Agreement, and any related documents, shall not be used as an admission of any fault or omission by Opt-In Settlor, or be offered in evidence as an admission, concession, presumption, or inference of any wrongdoing by Opt-In Settlor in any proceeding.

49. Any disputes between Plaintiffs and Opt-In Settlor concerning this Opt-In Agreement shall, if they cannot be resolved, be presented to the Special Master for Mediation for assistance in mediating a resolution.

50. The provisions of this Opt-In Agreement shall, where possible, be interpreted in a manner to sustain their legality and enforceability.

51. Any disputes relating to this Opt-In Agreement will be governed by Illinois law without regard to conflicts of law provisions.

52. The Court shall retain jurisdiction over the interpretation, approval, implementation, and enforcement of the Class Settlement Agreement, the Settlement, and this Opt-In Agreement, but will not use that stipulation or Opt-In Settlor's agreement to be governed by Illinois law as grounds for personal jurisdiction over an Opt-In Settlor in any litigation unrelated

to the interpretation, approval, implementation, or enforcement of this Opt-In Agreement, including, but not limited to, litigation of claims or potential claims against Opt-In Settlor in the event that the Class Settlement Agreement and/or this Opt-In Agreement is rescinded. For the avoidance of doubt, Opt-In Settlor does not waive but rather reserves all defenses and rights, including, but not limited to, those concerning personal jurisdiction and failure to state a claim.

53. The Class Settlement Agreement (including the Exhibits and Appendices attached thereto) and this Opt-In Agreement constitute the entire agreement among Plaintiffs and Opt-In Settlor pertaining to the Settlement and resolution of any claims or potential claims against Opt-In Settlor. This Opt-In Agreement may be modified or amended only by a writing executed by Plaintiffs and Opt-In Settlor.

54. Opt-In Settlor acknowledges that it has been and is being fully advised by competent legal counsel of Opt-In Settlor's own choice and fully understands the terms and conditions of the Class Settlement Agreement and this Opt-In Agreement, and the meaning and import thereof, and that Opt-In Settlor's execution of this Opt-In Agreement is with the advice of such Opt-In Settlor's counsel and of Opt-In Settlor's own free will. Opt-In Settlor submits to the exclusive jurisdiction of the Court for the purposes of interpreting and enforcing the terms of this Opt-In Agreement, including but not limited to, the practice changes contained therein. Plaintiffs and Opt-In Settlor each represents and warrants that it has sufficient information to reach an informed decision and has, independently and without relying upon other parties, and based on such information as it has deemed appropriate, made its own decision to enter into this Opt-In Agreement and was not fraudulently or otherwise wrongfully induced to enter into this Opt-In Agreement.

55. Each of the undersigned represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Opt-In Agreement.

FOR PLAINTIFFS & SETTLEMENT CLASS COUNSEL

Paul Geske

By: Paul Geske

Dated: April 20, 2026

FOR UNITED REAL ESTATE HOLDINGS, LLC D/B/A UNITED REAL ESTATE GROUP

Signed by:

M. Daniel Duffy

By: M. Daniel Duffy

Dated: Apr 20, 2026 | 4:03 PM PDT

Exhibit C

OVERVIEW

5. This declaration supplements my prior declaration regarding the Settlement Notice Plan (“Notice Plan”) and Notices (the “Notice” or “Notices”) which includes the updated Opt-In 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.

NOTICE PLAN METHODOLOGY

6. 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 will satisfy these requirements.

7. The Notice Plan is designed to reach the greatest practicable number of Settlement Class Members. Given our experience with similar notice efforts, we expect the Notice Plan will reach approximately 80% 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 3.0. “Reach” refers to the estimated 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 will be further enhanced by internet sponsored search listings, an informational release, *Top Class Action* Sponsorship, and a settlement website, which are not included in the estimated reach calculation. In my experience, the Notice Plan is consistent with other court-approved notice programs, is the best notice practicable under the circumstances of this case and has been designed to satisfy the requirements of due process, including its “desire to actually inform” requirement.²

8. Data sources and tools commonly employed by experts in the advertising industry were used to analyze and develop the media component of the Notice Plan. These resources include MRI-Simmons,³ which provides statistically significant readership and product usage data,

¹ Fed. R. Civ. P. 23(c)(2)(B).

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 . . .”).

³ 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

and Comscore,⁴ which provides similar usage data specific to online media, and Alliance for Audited Media (“AAM”)⁵ statements, which certify how many readers buy or obtain copies of publications. These tools, as applicable, along with demographic breakdowns indicating how many people use each media vehicle, as well as computer software that take the underlying data and factor out the duplication among audiences of various media vehicles, allow the net (unduplicated) reach of a particular media schedule to be determined. The combined results of this analysis are used to help determine the sufficiency and effectiveness of a notice program.

9. ***Tools and data trusted by the communications industry and courts.*** Virtually all the nation’s largest advertising agency media departments utilize, scrutinize, and rely upon such independent, time-tested data and tools, including net reach and de-duplication analysis methodologies, to guide the billions of dollars of advertising placements seen today, providing assurance that these figures are not overstated. These analyses and similar planning tools have become standard analytical tools for evaluating legal notice programs and have been regularly accepted by courts.

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.

⁴ Comscore is a global internet information provider for planning, transacting, and evaluating media across platforms. With a data footprint that combines digital, linear TV, OTT and theatrical viewership intelligence with advanced audience insights, Comscore allows media buyers and sellers to quantify their multiscreen behavior. A leader in measuring digital and TV audiences and advertising at scale, Comscore is the industry’s emerging, third-party source for reliable and comprehensive cross-platform measurement.

⁵ Established in 1914 as the Audit Bureau of Circulations (“ABC”) and rebranded as Alliance for Audited Media (“AAM”) in 2012, AAM is a non-profit cooperative formed by media, advertisers, and advertising agencies to audit the paid circulation statements of magazines and newspapers. AAM is the leading third-party auditing organization in the U.S. It is the industry’s leading, neutral source for documentation on the actual distribution of newspapers, magazines, and other publications. Widely accepted throughout the industry, it certifies thousands of printed publications as well as emerging digital editions read via tablet subscriptions. Its publication audits are conducted in accordance with rules established by its Board of Directors. These rules govern not only how audits are conducted, but also how publishers report their circulation figures. AAM’s Board of Directors is comprised of representatives from the publishing and advertising communities.

10. In fact, advertising and media planning firms around the world have long relied on audience data and techniques: AAM data has been relied on since 1914;⁶ 90 to 100% of media directors use reach and frequency planning;⁷ MRI-Simmons reports that 300+ agencies, including the majority of the top 100 and all major holding companies use their research. MRI-Simmons data is accredited by the Media Rating Council (MRC), a United States-based nonprofit organization that manages accreditation for media research and rating purposes. Comscore is used by the largest television networks, digital media properties, brands, agencies, and film studios in the world for digital media buying and planning.

11. *Demographics.* In selecting media to target the class, the demographics of likely members of the class were analyzed. According to MRI-Simmons syndicated media research, adults in the U.S. who have used a real estate agent to buy a home have the following demographics:

- 51% are men; 49% are women;
- 42% are aged 18-34;
- 35% are aged 35-54;
- 23% are aged 55+;
- 82% have a household income of \$60,000+;
- 36% have a household income of \$150,000+;
- 65% work full time;
- 45% graduated college or higher;
- 54% are married;

⁶ <https://auditedmedia.com/about/who-we-are>.

⁷ See generally Peter B. Turk, *Effective Frequency Report: Its Use And Evaluation By Major Agency Media Department Executives*, 28 J. ADVERTISING RES. 56 (1988); Peggy J. Kreshel et al., *How Leading Advertising Agencies Perceive Effective Reach and Frequency*, 14 J. ADVERTISING 32 (1985).

- 98% use the internet;
- 89% use social media; and
- 18% are Spanish/Hispanic and 19% speak Spanish most often.

NOTICE PLAN DETAIL

12. The Notice Plan is designed to provide notice to 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.

13. 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.

14. 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.

NOTICE PLAN

Individual Notice

15. It is my understanding from Counsel for the parties that Epiq will be provided data for identified members of the Settlement Class to the extent the Settling Defendants have necessary contact information for individual Settlement Class Members (“Class List”). Epiq may perform reverse look-up searches on Settlement Class Member records without a valid email address to see if a better email address can be identified.

16. An Email Notice will be sent to all identified Settlement Class Members for whom a valid email address is available. Prior to sending the Email Notices, email validation and hygiene tools will be used to standardize the email addresses, verify whether the email addresses are valid, and identify and remove email addresses that are a fraud threat – 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.

17. The following industry standard best practices will be followed for the Email Notice. The Email Notice is drafted in such a way that the subject line, the sender, and the body

of the message overcome SPAM filters and ensure readership to the fullest extent reasonably practicable. For instance, the Email Notice will be created using an embedded html text format. This format will provide easy-to-read text without graphics, tables, images, and other elements that in our experience would increase the likelihood that the message could be blocked by Internet Service Providers (ISPs) and/or SPAM filters for this type of email communication. The Email Notices will be sent from an IP address known to major email providers as one not used to send bulk “SPAM” or “junk” email blasts. Each Email Notice will be transmitted with a digital signature to the header and content of the Email Notice, which will allow ISPs to programmatically authenticate that the Email Notices are from our authorized mail services. Each Email Notice will also be transmitted with a unique message identifier. The Email Notice will include an embedded link to the settlement website. By clicking the link, recipients will be able to easily access the Long Form Notice and other information about the Settlements. The Email Notice will clearly and concisely summarize the Settlements and the legal rights of the Settlement Class.

18. If the receiving email server cannot deliver the message, a “bounce code” will be returned along with the unique message identifier. For any Email Notice for which a bounce code is 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 will be made to deliver the Notice by email.

Media Plan

Internet Digital Notice Campaign

19. 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-Simmons⁸ data, 97% of all adults are online and 84% of all adults use social media.⁹

20. The Notice Plan includes 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 will be targeted to selected target audiences and are 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.

21. Digital Notices will also be placed on the leading social media platforms in the United States, including *Facebook*, *Instagram*, and *YouTube*. The social media campaign will use an interest-based approach which focuses on the interests that users exhibit while on the social media platforms, capitalizing on the target audience’s propensity to engage in social media.

22. *Facebook* is the leading social networking site in the United States with 196 million users and *Instagram* has 171 million active users in the United States.¹⁰

23. Video ads (30-second Videos Notices) will be displayed on *YouTube* providing an easy and accessible way for individuals to learn about the Settlements and be directed to the

⁸ 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.

⁹ MRI-Simmons 2025 Survey of the American Consumer®.

¹⁰ Statista Digital 2025: 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.

settlement website for additional information. *YouTube* is the largest streaming video website in the United States with approximately 253 million users.¹¹

24. The Digital Notices will be distributed to a variety of target audiences, including those relevant to individuals' demonstrated interests and/or likes. All Digital Notices will appear on desktop, mobile, and tablet devices. Digital Notices on *Google Display Network*, *Yahoo Audience Network*, *Facebook*, and *Instagram*, will be displayed nationwide in English and Spanish and *YouTube* will be displayed nationwide in English. Digital Notices will also be targeted (remarketed) to people who click on a Digital Notice.

25. More details regarding the target audiences, specific ad sizes of the 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	165,000,000
<i>Google Display Network</i>	Select Site Targeting ¹² for Homeowner	English	728x90, 300x250, 300x600, 970x250	25,000,000
<i>Yahoo Audience Network</i>	Homeowners age 25-64 with Household Income of \$60k+	English & Spanish	728x90, 300x250, 300x600, 970x250	60,000,000
<i>Facebook</i>	Homeowners age 25-64 with Household Income of \$60k+	English & Spanish	Newsfeed & Right Hand Column	96,000,000
<i>Instagram</i>	Homeowners age 25-64 with Household Income of \$60k+	English & Spanish	Newsfeed	55,000,000

¹¹ Kemp, Simon. "Digital 2024: The United States of America - DataReportal – Global Digital Insights." DataReportal, February 22, 2024. <https://datareportal.com/reports/digital-2024-united-states-of-america#:~:text=LinkedIn%20users%20in%20the%20United,while%2050.0%20percent%20was%20male.>

¹² Select Sites may 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>YouTube</i>	Homeowners age 25-64 with Household Income of \$60k+	English	:30 Video Ads	30,000,000
TOTAL				431,000,000

26. Combined, approximately 431 million targeted impressions will be generated by the Digital Notices, which will be targeted nationwide. The Digital Notices will run for approximately six weeks.¹³ Clicking on the Digital Notices will link the readers to the settlement website, where they can easily obtain detailed information about the Settlements.

Sponsored Search Listings

27. To facilitate locating the Settlement Website, sponsored search listings will be acquired on the three most highly-visited internet search engines: *Google*, *Yahoo!*, and *Bing*. When visitors to these search engines search for selected keyword combinations related to the Settlements, the sponsored search listing advertisement created for these Settlements will be displayed. Generally, the sponsored search listing advertisement will appear 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 will be displayed nationwide. All sponsored search listings will link directly to the settlement website.

Informational Release

28. To build additional reach and extend exposures, a party-neutral Informational Release (in both English and Spanish) will be issued nationwide over *PR Newswire's U.S.1* and

¹³ The third-party ad management platform, ClickCease will be 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.).

Hispanic Newsline to approximately 13,000 general media (print and 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 will also be issued to approximately 145 contacts covering neurology and over 550 contacts covering the general health industry.

29. The *Hispanic Newsline* reaches 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 includes a guaranteed placement on 40+ Hispanic websites and/or news portals.

30. The Informational Release will include the settlement website address and the toll-free telephone number. Although there is no guarantee that any news stories will result, the Informational Release will serve a valuable role by providing additional notice exposures beyond that which was provided by the paid media.

Top Class Actions Sponsorship

31. To build additional exposure, Epiq will purchase a sponsorship through *Top Class Actions*. The *Top Class Actions* sponsorship will include a home page feature, two newsletters, an email blast, social postings, and a social video posting.

Settlement Website

32. Information for the Settlements will be available on the Settlement Website (www.HomeBuyerSettlement.com). Relevant documents will be 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 will include relevant dates, answers to frequently asked questions (“FAQs”), instructions for how Settlement Class Members may opt-out (request exclusion) from or object to the Settlements, contact information for the Settlement Administrator, and how to obtain other case-related information.

Settlement Class Members will also be able to file a Claim Form on the settlement website. The settlement website address will be prominently displayed in all Notice documents.

Toll-Free Telephone Number

33. Epiq will establish a toll-free telephone number for the Settlements. Callers will be able to hear an introductory message and will have the option to learn more about the Settlements in the form of recorded answers to FAQs. This automated telephone system will be available 24 hours per day, 7 days per week. The toll-free telephone number will be prominently displayed in all Notice documents.

34. A postal mailing address will be provided, allowing Settlement Class Members the opportunity to request additional information or ask questions.

Claim Submission & Distribution Options

35. The Notices will provide 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. Epiq will work 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.

CONCLUSION

36. 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 will be met in this case.

37. The Notice Plan will reach approximately 80% 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 3.0. The reach will be further enhanced by internet sponsored search listings, an informational release, *Top Class Action* Sponsorship, and a settlement website, which are not included in the estimated 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%.”¹⁴ Here, we have developed a Notice Plan that will readily achieve a reach within that standard.

38. The Notice Plan follows 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).

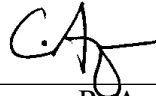
¹⁴ FED. JUDICIAL CTR, JUDGES’ CLASS ACTION NOTICE AND CLAIMS PROCESS CHECKLIST AND PLAIN LANGUAGE GUIDE 3 (2010), available at <https://www.fjc.gov/content/judges-class-action-notice-and-claims-process-checklist-and-plain-language-guide-0>.

39. The Notice Plan will provide the best notice practicable under the circumstances, conform to all aspects of Federal Rule of Civil Procedure 23 regarding notice, comport with the guidance for effective notice articulated in the Manual for Complex Litigation, Fourth and applicable FJC materials, and satisfy the requirements of due process, including its “desire to actually inform” requirement.

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

41. At the conclusion of the Notice Plan, I will provide a declaration verifying the effective implementation of the Notice Plan.

I declare under penalty of perjury that the foregoing is true and correct. Executed on May 14, 2026.



Cameron R. Azari, Esq.