

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

JAMES TUCCORI, *et al.*, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

AT WORLD PROPERTIES, LLC *et al.*,

Defendants.

Case No. 1:24-cv-00150

Hon. Lindsay C. Jenkins

Consolidated with:

No. 24-cv-02399

No. 24-cv-03160

No. 24-cv-3356

No. 24-cv-9039

No. 24-cv-11735

No. 25-cv-04207

**EXP AND UNITED REAL ESTATE'S MEMORANDUM IN SUPPORT OF
FINAL APPROVAL OF THEIR CLASS SETTLEMENTS**

INTRODUCTION

This Court should grant final approval of Plaintiffs' settlement with eXp World Holdings, Inc. (“eXp”) and United Real Estate Holdings, LLC d/b/a United Real Estate Group (“URE”) because the record demonstrates that both settlements are fair, reasonable, and adequate under Rule 23(e). The settlements were reached through arm’s-length negotiations conducted pursuant to the Court-approved opt-in process and, in eXp’s case, with the assistance of former Judge Holderman. Objector Aaron Bolton's contrary arguments rest on speculation, not evidence.

Most notably, Bolton offers no evidence that either eXp or URE participated in a reverse auction. He identifies no settlement discussions between eXp or URE and counsel in *Batton II*, no competing settlement demands, no competing bids, and no effort by eXp or URE to play one group of plaintiffs’ lawyers against another. That is not surprising given that neither eXp nor URE ever had a single negotiation with *Batton II* counsel about settlement. Because there were no competing negotiations, there could have been no “auction,” reverse or otherwise.

Nor did eXp and URE settle claims that were being actively litigated toward trial in *Batton II*. Although written discovery requests and objections had been exchanged following the Court’s March 2026 motion-to-dismiss ruling, no case schedule had been set, no documents had been produced, no depositions had been taken, no experts had been disclosed, no expert analyses had been exchanged, and no summary judgment proceedings had occurred. The case was differently situated than *Batton I*, and remained in its early stages when it was stayed by Judge Hunt in light of Bolton’s appeal in a related proceeding and then in favor of settlement approval proceedings in this case.

The settlement therefore reflects exactly what Rule 23 encourages: a negotiated resolution reached through a transparent, court-approved process that provides meaningful compensation to

the class of homebuyers while avoiding the substantial risks and costs of further litigation. For these reasons, and those set forth in Plaintiffs', Anywhere's and Compass's submissions, the Court should approve eXp's and URE's settlements and overrule the objections.

ARGUMENT

I. eXp and URE's Settlements Were Not the Product of a Reverse Auction

“[A]n objector cannot simply say the words ‘reverse auction’ and expect to invalidate a proposed settlement. Instead, an objector must point to some evidence of ‘underhanded activity.’” *In re Wendy's Company Shareholder Derivative Action*, 2020 WL 13169460, at *8 (S.D. Ohio Jan. 24, 2020) (citing *Negrete v. Allianz Life Ins. Co. of N. Am.*, 523 F.3d 1091, 1099 (9th Cir. 2008)); *see also Rutter & Wilbanks Corp. v. Shell Oil Co.*, 314 F.3d 1180, 1189 (10th Cir. 2002) (reverse-auction findings require “more concrete evidence of collusion than Objector's conclusory allegations and inferences”); *Wayside Church v. Van Buren County*, 2025 WL 2829601, at *8 (6th Cir. Oct. 6, 2025) (affirming approval where objectors presented “more speculation than concrete evidence of collusion”). Bolton offers no such evidence here.

Instead, Bolton's argument rests entirely on conjecture. He identifies no communications between eXp or URE and *Batton II* counsel concerning settlement, no competing settlement demands, no competing offers, and no evidence that eXp or URE attempted to play one set of plaintiffs' lawyers against another. Notably, neither eXp nor URE ever engaged in any settlement negotiations with *Batton II* counsel. Because there were no settlement discussions with *Batton II* counsel, there could have been no bidding war, no competing proposals, and no “auction,” reverse or otherwise.

The undisputed facts instead show that eXp and URE settled through this Court's approved opt-in process. That process specified that any non-party can reach an agreement “following non-

binding mediation or otherwise.” ECF 58-1, ¶ 35.i. The Court appointed Judge Holderman to oversee mediations with participating entities and charged him with facilitating settlement discussions. ECF 65, ¶ 15. eXp participated in that court-approved process and negotiated exclusively through mediator-assisted discussions with the *Tuccori* Plaintiffs. URE chose to directly negotiate with the *Tuccori* Plaintiffs. Those court-supervised and arm’s-length negotiations bear no resemblance to the secret or collusive conduct present in the authorities on which Bolton relies. *See, e.g., Reynolds v. Beneficial National Bank*, 288 F.3d 277, 280-81 (7th Cir. 2002) (criticizing undisclosed negotiations with lawyers who lacked clients at the time); *Tech. Training Assocs., Inc. v. Buccaneers Ltd. P’ship*, 874 F.3d 692, 695 (11th Cir. 2017) (“Machiavellian” scheme involving competing class actions); *Williams v. BlueHippo Funding, LLC*, 2008 WL 11345953, at *5 n.7 (E.D. Ark. Sept. 23, 2008) (describing “secretly negotiated” settlement).

Nor was *Batton II* an advanced litigation from which eXp and URE sought to escape. Although the parties exchanged written discovery requests and objections following the Court’s March 24, 2026 order denying defendants’ motion to dismiss, no documents had been produced, no depositions had been taken, no expert reports had been served, no expert discovery had occurred, and no summary judgment proceedings had been conducted. A case schedule had not even been adopted and, as a result, the case was in its early stages when it was stayed pending Bolton’s appeal. Bolton therefore relies principally on timing, noting that eXp and URE settled approximately one month after the motion-to-dismiss ruling in *Batton II*. But parties routinely reassess litigation risk following significant rulings and pursue settlement opportunities. Timing alone does not establish collusion. The relevant question is whether there is evidence that a defendant conducted an auction by soliciting competing bids from rival plaintiffs’ counsel and then

putting one counsel against another in a race to the least favorable settlement for the putative class. Bolton identifies no such evidence, not even a demand – because one was never made on eXp or URE – by his counsel.

Ultimately, Bolton's reverse-auction theory fails because it lacks a necessary factual predicate: evidence of an auction. When it settled with the *Tuccori* Plaintiffs, neither eXp nor URE was entertaining competing settlement proposals, negotiating with multiple groups of plaintiffs' lawyers, or selecting among competing bids. Rather, eXp and URE participated in the Court-approved settlement process and reached an agreement through arm's-length negotiations, which, in eXp's case, were overseen by an experienced mediator. That is precisely the type of settlement process Rule 23 encourages, not the sort of “underhanded activity” required to support a reverse-auction objection.

II. eXp and URE's Settlements Provide Meaningful Value To The Class and Reflect a Reasonable Assessment of the Remaining Claims

Bolton's objection also is lacking in any indication that the eXp and URE settlements have any of the other indicia of a reverse auction, namely that the deals favor the named plaintiffs over other members of the class or are otherwise inadequate in amount or unfair in their structure. Bolton assumes that the buyer-side claims against eXp and URE would have settled at a substantially higher percentage of eXp and URE's corresponding direct-purchaser settlements if only the settlements had been negotiated by his lawyers. That assumption ignores both the substantial weaknesses of the remaining claims against eXp and URE and the objective benchmarks demonstrating the reasonableness of the settlement amount.

At the time of mediation and settlements, eXp and URE had already resolved their primary exposure through eXp's \$34 million settlement in the direct-purchaser litigation, *1925 Hooper*

LLC v. National Association of Realtors, No. 1:23-cv-05392-SEG,¹ and through URE's \$3.75 million settlement in the direct-purchaser litigation, *Gibson v. National Association of Realtors*, No. 4:23-cv-00788-SRB.² The remaining buyer-side claims presented significant legal and evidentiary hurdles. As eXp explained during mediation and URE articulated to the *Tuccori* plaintiffs during arm's-length negotiations, Plaintiffs faced substantial challenges establishing liability, obtaining class certification, and proving antitrust impact and indirect-purchaser damages on a classwide basis. eXp further believed it was particularly well-positioned to defend these claims because it is a newer brokerage that did not exist when the challenged NAR rule was adopted, did not set commissions for its agents, and operated through independent contractors who individually negotiated compensation with their clients. From URE's perspective, it was well-positioned to defend these claims as flat-fee brokerage, meaning that URE's model charges its agents a flat fee to use the URE system and takes no percentage of commission that the agents may offer, completely decoupling URE from any motivation to inflate agent commission or ability to profit from the same.

eXp and URE also believed that the buyer-side claims were substantially weaker than the direct-purchaser claims that previously drove settlements in the seller cases. Unlike the seller-side litigation, no court had certified buyer-side claims for litigation purposes. Moreover, Plaintiffs would face additional hurdles in proving that any alleged overcharge was passed through from

¹ The *Batton II* Plaintiffs objected to that settlement on the ground the release of claims was too broad and included home sellers who also purchased homes and therefore had indirect claims. The objection was overruled. *Hooper*, Dkt. 245 at 49. eXp was not interested in settling with the *Batton II* Plaintiffs after they tried to scuttle its direct action settlement.

² The *Batton II* Plaintiffs also objected to URE's settlement on the same grounds (*see Gibson* ECF 471), and those grounds were overruled by the District Court. *Gibson* ECF 530.

sellers to buyers, an inherently individualized inquiry dependent on transaction-specific negotiations, local market conditions, and the conduct of independent agents.

At the time of mediation and negotiations, eXp and URE understood that the existing opt-in settlements averaged approximately 10.78% of the corresponding seller-side settlements. Given those settlements, and eXp's position in the market, eXp believed it should have been on the lower end of that settlement range. Nevertheless, after arm's-length negotiations facilitated by former Judge Holderman, eXp agreed to pay \$4,335,000, representing approximately 12.75% of its corresponding \$34 million direct-purchaser settlement. Similarly, given URE's position in the market and the strength of its perceived arguments, URE too sought to be at the low end of the settlement range. However, after arm's-length negotiations, URE agreed to pay \$487,500, representing 13.0% of its corresponding \$3.75 million direct-purchaser settlement.

Objective benchmarks confirm the reasonableness of that result. Bolton himself contends that direct-purchaser settlements provide a useful comparison. *See* Dkt. 207 at 21. Viewed through that lens, eXp's and URE's settlements compare favorably. Courts have approved comparable ratios in indirect-purchaser cases. *See In re First Databank Antitrust Litig.*, 205 F.R.D. 408 (D.D.C. 2002) (approving settlement providing \$23.25 million to direct purchasers and \$2.75 million to indirect purchasers, or approximately 11.8%); *In re Vitamin C Antitrust Litig.*, 2012 WL 5289514, at *6 (E.D.N.Y. Oct. 23, 2012) (approving settlement where indirect purchasers recovered \$1 million compared to \$9.5 million for direct purchasers, approximately 10.5% of the direct-purchaser recovery). Bolton likewise points to the RE/MAX settlement, which represented approximately 15.45% of the corresponding direct-purchaser settlement. Dkt. 207 at 22. Thus, the relevant benchmarks reflect a relatively narrow range of outcomes, including the approximately

11.8% ratio approved in *First Databank*, eXp's approximately 12.75% settlement ratio, URE's 13.0% settlement ratio, and the approximately 15.45% ratio cited by Bolton.

The consistency of these settlements further undermines Bolton's reverse-auction theory. According to Bolton's own chart, Anywhere settled at approximately 11.5% of its corresponding direct-purchaser settlement, HomeServices at 12%, Compass at approximately 13%, URE at approximately 13%, and eXp at approximately 13%. Dkt. 207 at 21. Rather than suggesting collusive bargaining, these materially similar settlement ratios indicate that the settling parties were assigning comparable value to the remaining indirect-purchaser claims through the Court-approved process.

Ultimately, Bolton's objection rests on speculation that continued litigation might have produced a somewhat larger recovery. But the relevant question is whether the settlement is fair, reasonable, and adequate in light of the risks of continued litigation. Given the substantial challenges facing the buyer-side claims, eXp's and URE's litigation-specific defenses, the uncertainty surrounding class certification and indirect-purchaser damages, and the objective settlement benchmarks discussed above, eXp's \$4.335 million settlement and URE's \$487,500 settlement represent fair, reasonable, and adequate results for the class.

CONCLUSION

Bolton's objection identifies no evidence of a reverse auction, no settlement negotiations between eXp or URE and *Batton II* counsel, and no basis to disregard the Court-approved arm's-length negotiations and mediation process through which these settlements were reached. The settlements reflect a reasonable assessment of the substantial risks and defenses associated with the buyer-side claims, and their respective approximately 12.75% and 13.0% recovery ratios fall squarely within the range of comparable settlements cited by both Bolton and the settling

defendants. *See* Dkt. 207 at 21-22; *In re First Databank Antitrust Litig.*, 205 F.R.D. 408 (D.D.C. 2002). For these reasons, eXp and URE respectfully request that the Court overrule the objections and grant final approval of their Settlement Agreements.

Dated: October 7, 2026

By: /s/ Emilee L. Hargis

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CERTIFICATE OF SERVICE

I hereby certify that on October 7, 2026, I caused a true and correct copy of the foregoing to be served on all counsel of record via the Court's electronic filing system.

Dated: October 7, 2026

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