

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF MISSOURI  
WESTERN DIVISION

DON GIBSON, LAUREN CRISS, JOHN  
MEINERS, and DANIEL UMPA, on behalf of  
themselves and all others similarly situated,

Plaintiffs,

v.

NATIONAL ASSOCIATION OF  
REALTORS, et al.,

Defendants.

Civil Action No. 4:23-cv-00788-SRB

[Consolidated with 4:23-cv-00945-SRB]

**PLAINTIFFS' MOTION AND SUGGESTIONS IN SUPPORT OF FINAL APPROVAL  
OF SETTLEMENTS WITH THE COMPASS, REAL BROKERAGE, REALTY ONE,  
@PROPERTIES, DOUGLAS ELLIMAN, REDFIN, ENGEL & VÖLKERS,  
HOMESMART, AND UNITED REAL ESTATE DEFENDANTS**

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## I. INTRODUCTION

Plaintiffs seek final approval of proposed settlements with nine sets of Defendants: Compass, Real Brokerage, Realty ONE, @properties, Douglas Elliman, Redfin, Engel & Völkers, HomeSmart, and United Real Estate (the “Settling Defendants”). These Settlements create a total settlement fund of at least \$110.6 million. This fund is in addition to other settlements submitted for approval in the *Burnett* action. All told, the total monetary value of settlements across both cases is more than \$1 billion. In addition to providing for a monetary recovery for the class, the Settling Defendants obligate themselves to make important changes in their practices, detailed in the settlement agreements and summarized in the briefs in support of preliminary approval. *See* Docs. 161, 294, 303. When coupled with the practice change relief reflected in the NAR settlement, these reforms will promote price competition and, over time, are expected to bring about meaningful benefits for consumers.

This Court previously preliminarily approved proposed settlements with each of these Defendant families on April 30, 2024, July 15, 2024, and July 16, 2024. *See* Docs 163, 297, 348. In granting preliminary approval, the Court directed that notice be disseminated to the Settlement Class (or “the Class”), and preliminarily determined that the Settlements are fair, reasonable, and adequate, and that the Class Representatives and Class Counsel have adequately represented the Settlement Class. *Id.* at 2. Accordingly, the Court held that it would likely approve the Settlements, provisionally certified the proposed Settlement Class, and directed the Parties to issue notice to potential Class members. *Id.* In compliance with the Court’s directions, the Claims Administrator, JND, implemented a robust notice program.

The Settlements have been extremely well-received by the Class. As of October 21, 2024, 463,339 Class members have submitted claims, with more claims likely to be submitted before the

May 9, 2025 claim deadline. In addition, a remarkably small number of objections for a class of this size have been filed with the Court. As discussed herein, the few objections filed fail to identify any reason why the Settlements are not fair, reasonable, and adequate. In support of this Motion, Plaintiffs submit the declarations of Eric Dirks (Ex. 1) (attorney for the Class), Steve Berman (Ex. 2) (attorney for the Class) and Jennifer Keough (Settlement Administrator) (Ex. 3).

## **II. BACKGROUND AND SETTLEMENT TERMS**

### **A. The Litigation**

The *Moehrl* and *Burnett* actions brought claims against five defendant families on behalf of home sellers who listed their properties on one of 24 covered multiple listing services (“MLSs”) across the country. Building upon the groundwork laid in *Burnett* and *Moehrl*, Plaintiffs Don Gibson, Lauren Criss, John Meiners, and Daniel Umpa, filed the above-captioned cases (together, “*Gibson*”), bringing similar claims against additional defendants on behalf of a nationwide class of home sellers. The cases were originally filed as two related actions, *Gibson, et al. v. NAR, et al.*, Case No. 4:23-CV-788-SRB (“*Gibson*”) on October 31, 2023, and *Umpa v. NAR, et al.*, Case No. 4:23-CV-945-SRB (“*Umpa*”) on December 27, 2023. On April 23, 2024, the Court granted Plaintiffs’ motion to consolidate the *Gibson* and *Umpa* matters and to file a consolidated class action complaint under the *Gibson* caption. Docs. 144-45.

The Court appointed the six firms who serve as Class Counsel in *Moehrl* and *Burnett* as Interim Co-Lead Counsel on behalf of the class in the consolidated *Gibson* action. Doc. 180. In that order, the Court found that these firms “shall also be responsible for any settlement negotiations with Defendants that would propose to resolve claims on a class-wide or aggregate basis.” *Id.* The Court separately appointed these six firms as Co-Lead Counsel for the Settlement Class. *See* Docs. 163, 297, 348. Based on their substantial work over the several years of hard-

fought litigation and their successful track record, Class Counsel bring unrivaled knowledge and expertise to the issues presented in this action. Plaintiffs and their counsel have worked diligently to advance the litigation. Prior to filing these actions, Class Counsel undertook significant research into the conduct of the Settling Defendants, their adherence to the challenged rules, and their market presence. Counsel reviewed publicly available information, including SEC filings, company websites, third-party websites, YouTube videos, and other sources to investigate the relationships between these companies and anticompetitive practices, including those found by the jury after trial to be antitrust violations in *Burnett*. Dirks Decl. ¶ 9. Based on this investigation, Plaintiffs filed detailed complaints alleging that each of the Defendants in this action followed and enforced anticompetitive rules adopted in MLSs across the country, including non-Realtor MLSs. *Id.* Since then, Plaintiffs and their counsel have diligently prosecuted the case through its early stages, including negotiating a scheduling order, ESI order, and protective order; serving and responding to discovery requests; and responding to a variety of dispositive motions. Dirks Decl. ¶ 9. Class Counsel continue to prosecute *Gibson* against non-Settling Defendants.

## **B. Settlement Negotiations**

The parties reached each settlement only after engaging in extensive arm's length negotiations. Dirks Decl. ¶¶ 20-21. As part of those negotiations, each Settling Defendant provided detailed financial records that Plaintiffs carefully analyzed and considered in determining each Defendant's ability to pay. *Id.*; Berman Decl. at ¶¶ 2, 6-11. In connection with the negotiations of many of the Settlements, the parties retained a highly experienced and nationally recognized mediator, Greg Lindstrom. Dirks Decl. at ¶ 20.

The parties reached the Settlement Agreements only after considering the strengths, risks and costs of continued litigation. Plaintiffs and Class Counsel believe the claims asserted have merit and that the evidence developed to date supports those claims. Plaintiffs and Class Counsel,

however, also recognize the myriad risks of and delay in further proceedings, including potential appeals, in a complex case like this, and believe that the Settlements provide substantial benefits to the Settlement Class. Dirks Decl. ¶ 21. In negotiating the settlements, Class Counsel considered the strengths and weaknesses of the Class members' claims, including potential claims. *Id.* at ¶ 21. Moreover, Plaintiffs and Class Counsel thoroughly analyzed and considered each Settling Defendant's ability to pay, including whether each could withstand a greater monetary judgment. Dirks Decl. ¶¶ 21-22; Berman Decl. at ¶¶ 2, 6-11. These considerations directly affected the monetary amounts that it was feasible to recover from the Settling Defendants through settlement or a judgment. *Id.*

## **C. Summary of Settlement Agreements**

### **1. Settlement Class**

Each Settlement is on behalf of a class of all persons who sold a home that was listed on a multiple listing service anywhere in the United States where a commission was paid to any brokerage in connection with the sale of the home. The Class includes anyone who sold a home on any multiple listing service nationwide, regardless of that MLS's affiliation with NAR (or not), including, for example, NWMLS, WPMLS, and REBNY/RLS. *See, e.g.,* Compass Settlement Agreement at ¶ 15; *see also* Doc. 232, Consolidated Am. Compl. at ¶ 182. Each settlement covers, at the very least, home sales from October 31, 2019 through July 23, 2024.

### **2. Settlement Amounts**

The proposed Settlements provide that the Settling Defendants will pay the following amounts for the benefit of the Settlement Class:

- Compass: \$57.5 million
- Real Brokerage: \$9.25 million
- Realty ONE: \$5 million



- @properties: \$6.5 million
- Douglas Elliman: at least \$7.75 million
- Redfin: \$9.25 million
- Engel & Völkers: \$6.9 million
- HomeSmart: \$4.7 million
- United Real Estate: \$3.75 million

See Docs 163, 297, 348. The total amount of these Settlements is at least \$110.6 million. These amounts are inclusive of all costs of settlement, including payments to Class members, attorney fees and costs, service awards for the Settlement Class Representatives, and costs of notice and administration.

The Settlement Amounts are non-reversionary: once the Settlements are finally approved by the Court and after administrative costs, litigation expenses, and attorney fees are deducted, the net funds will be distributed to Settlement Class members with no amount reverting back to the Settling Defendants, regardless of the number of opt-outs or claims made. These amounts are in addition to the over \$900 million obtained in the *Burnett/Moehrl* Settlements.

### **3. Practice Changes**

The proposed Settlements also require Settling Defendants, and their subsidiaries and affiliates, to make the following practice changes, to the extent they are not already implemented, within six months of the Settlement Effective Dates:

- i. advise and periodically remind company-owned brokerages, franchisees (if any), and their agents that there is no company requirement that they must make offers to or must accept offers of compensation from cooperating brokers 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 (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 are a government or MLS-specified form, then Settling Defendant 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 franchisees and their agents acting as buyer representatives refrain) from advertising or otherwise representing that their services are free;
- 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 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);
- vi. advise and periodically remind 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 cooperative compensation offered provided that each such property meets the buyer's articulated purchasing priorities; and
- 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.

*See, e.g.*, Compass Settlement Agreement at ¶ 49.

#### **4. Release of Claims Against Settling Defendants**

Upon the Effective Date, Plaintiffs and the Settlement Class will release and discharge the Settling Defendants, and their respective subsidiaries, related entities, affiliated franchisees, independent contractors, and other representatives from any and all claims arising from or relating to “conduct that was alleged or could have been alleged in the Actions based on any or all of the same factual predicates for the claims alleged in the Actions, including but not limited to commissions negotiated, offered, obtained, or paid to brokerages in connection with the sale of

any residential home.” The complete terms of the releases are contained in the Settlement Agreements. *See, e.g.*, Compass Settlement Agreement at ¶¶ 7, 11-13, 28-30.

The Settlement Agreements, however, do nothing to abrogate the rights of any member of the Settlement Class to recover from any other Defendant. *See, e.g.*, Compass Settlement Agreement at ¶ 59. The Settlement Agreements also expressly exclude from the Release a variety of individual claims that Class members may have concerning product liability, breach of warranty, breach of contract, or tort of any kind (other than a breach of contract or tort based on any factual predicate in this Action), a claim arising out of violation of the Uniform Commercial Code, or personal or bodily injury. *Id.* Also exempted are any “individual claims that a 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 Class Member paid an excessive commission or home price due to the claims at issue in these Actions.” *Id.*

**D. Application for Award of Attorneys’ Fees, Costs, and Class Representative Incentive Awards**

The Settlements authorize Class Counsel to seek attorneys’ fees and costs incurred in prosecuting the litigation, as well as service awards for the Settlement Class Representatives. Plaintiffs submitted their application for an award of attorney fees, costs, and service awards, to be paid out of the Settlement Fund. *See* Doc. 399.

**III. NOTICE WAS EFFECTIVELY DISSEMINATED TO THE SETTLEMENT CLASS**

The Settlement Notice Plan was robust and implemented in compliance with the requirements of the Court’s Preliminary Approval Order consistent with Rule 23 and due process requirements. In consultation and collaboration with the parties, the Settlement Administrator, JND Legal Administration (“JND”), provided Notice to Settlement Class members in the manner

approved by the Court through first-class U.S. mail, electronic mail, and digital and print publication. Keough Decl. at ¶ 3. The Notice Plan “met, and exceeded, the standards for providing the best practicable notice in class action settlements.” Keough Decl. at ¶ 4. The notices complied with Rule 23(c)(2)(B), in that they “clearly and concisely state in plain, easily understood language”: a description of the nature of the case; the class definition; a description of the claims; issues, or defenses; that a Settlement Class Member may appear (including through any attorney) at the Fairness Hearing or otherwise; the time and manner for opting out or objecting; the binding effect of a class judgment; and the manner by which to obtain further information. *See* Fed. R. Civ. P. 23(c)(2)(B).

The Notice Program consisted in part of direct notices, in the form of postcard and email notice to all potential Settlement Class members that JND and Class Counsel were able to locate. Postcard notice was sent to over 13 million addresses, and email notice was sent to over 25 million email addresses. Keough Decl. at ¶¶ 16, 19.

In addition to the extensive direct notice program, JND also implemented a comprehensive digital and electronic media notice program which reached over 70% of the Settlement Class members. Keough Decl. at ¶ 39. The digital portion of the media effort alone delivered more than 300 million impressions. *Id.* at ¶ 22. The media notice program also included a press release and press coverage that resulted in 495 news stories with an additional 113 million potential viewers. *Id.* at ¶ 34, 38. Combined, the direct notice and publication notice programs reached at least **98%** of the class. *Id.* at ¶ 39.

JND also established and maintained a Settlement Website that had over 2 million unique visitors and over 11 million page views. *Id.* at ¶ 41.

#### **IV. THE REACTION OF THE MEMBERS OF THE SETTLEMENT CLASS TO THE SETTLEMENTS HAS BEEN OVERWHELMINGLY POSITIVE**

The Class's reaction to the Settlements has been positive and strongly supports final approval. As of October 21, 2024, JND has received 463,339 claims. Keough Decl. at ¶ 51. Because the funds are non-reversionary, all of the money from the net Settlement fund will be distributed to authorized Claimants. Plaintiffs expect that the claims rate will rise because Settlement Class members are eligible to submit claims through May 9, 2025.

In contrast, only 46 Settlement Class members requested exclusion from the Settlements and there were only six objections filed on behalf of 9 objectors total. Keough Decl at ¶¶54-55. These objections are discussed in Part VI, below.

#### **V. LEGAL STANDARDS AND SETTLEMENT APPROVAL**

Federal Rule of Civil Procedure 23(e) sets out a two-part process for approving class settlements. The Court already completed the first stage of the approval process, often called "preliminary approval," when it determined that "the Court will likely be able to approve the Settlements," and ordered that notice be directed to the class. Docs. 163, 297, 348; Fed. R. Civ. P. 23(e)(1)(B). Now that notice has been disseminated and reaction of the Class members has been received, the Court can make its final decision whether to approve the Settlements.

As a general matter, "the law strongly favors settlements. Courts should hospitably receive them." *Little Rock Sch. Dist. v. Pulaski County Special Sch. Dist. No. 1*, 921 F.2d 1371, 1383 (8th Cir. 1990) (noting it is especially true in "a protracted, highly divisive, even bitter litigation"); *see also Petrovic v. Amoco Oil Co.*, 200 F.3d 1140, 1148 (8th Cir. 1999) ("A strong public policy favors [settlement] agreements, and courts should approach them with a presumption in their favor."); *Marshall v. Nat'l Football League*, 787 F.3d 502, 508 (8th Cir. 2015) ("A settlement agreement is 'presumptively valid.'") (quoting *In re Uponor, Inc., F1807 Plumbing Fittings*

*Products Liab. Litig.*, 716 F.3d 1057, 1063 (8th Cir. 2013)); *Sanderson v. Unilever Supply Chain, Inc.*, 10-cv-00775-FJG, 2011 WL 5822413, at \*3 (W.D. Mo. Nov. 16, 2011) (crediting the judgment of experienced Class Counsel that settlement was fair, reasonable, and adequate). The presumption in favor of settlements is particularly strong “in class actions and other complex cases where substantial judicial resources can be conserved by avoiding formal litigation.” *Cohn v. Nelson*, 375 F. Supp. 2d 844, 852 (E.D. Mo. 2005).

**A. The standard for reviewing a proposed settlement of a class action**

The determination of whether a class action settlement is “fair, reasonable, and adequate is committed to the sound discretion of the trial judge. Great weight is accorded his views because he is exposed to the litigants, and their strategies, positions and proofs. He is aware of the expense and possible legal bars to success. Simply stated, he is on the firing line and can evaluate the action accordingly.” *Van Horn v. Trickey*, 840 F.2d at 604, 606-07 (8th Cir. 1988) (cleaned up). The ultimate question is whether the settlement is “fair, reasonable, and adequate.” *In re Wireless*, 396 F.3d 922, 932 (8th Cir. 2005). Rule 23(e)(2) includes four factors the Court must consider, when evaluating whether a settlement is fair, reasonable, and adequate. Those factors are whether:

- (A) the Class Representatives and Class Counsel have adequately represented the class;
- (B) the proposal was negotiated at arm’s length;
- (C) the relief provided for the Class is adequate, taking 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 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); and
- (D) the proposal treats class members equitably relative to each other.

Fed. R. Civ. P. 23(e)(2).

The Eighth Circuit has set forth four factors that a court should consider in determining whether to approve a proposed class action settlement: “(1) the merits of the plaintiff’s case, weighed against the terms of the settlement; (2) the defendant’s financial condition; (3) the complexity and expense of further litigation; and (4) the amount of opposition to the settlement.” *In re Wireless*, 396 F.3d at 932 (citing *Grinin v. Int’l House of Pancakes*, 513 F.2d 114, 124 (8th Cir. 1975)); *Van Horn*, 840 F.2d at 607; *see also Swinton v. SquareTrade, Inc.*, 454 F. Supp. 3d 848, 861 (S.D. Iowa 2020) (analysis of certain Rule 23(e)(2) factors will “necessarily include analysis of [certain] related *Van Horn* factors”); *Anderson v. Travelex Insurance Servs. Inc.*, No. 8:18-CV-362, 2021 WL 4307093, at \*2 (D. Neb. Sept. 22, 2021) (approving settlement under Rule 23(e) by evaluating *Van Horn* factors); *Cleveland v. Whirlpool Corp.*, No. 20-cv-1906, 2022 WL 2256353 (D. Minn. June 23, 2022) (evaluating settlement under Rule 23(e)(2) and *Van Horn*).

**B. The Settlements satisfy each of the Rule 23(e)(2) factors**

**First**, Settlement Class Representatives and Class Counsel have adequately represented the Class. Class Counsel were previously appointed to serve as lead counsel in *Moehrl* and *Burnett* after the courts overseeing those cases found they would adequately represent the class. *Burnett*, 2022 WL 1203100 (W.D. Mo. Apr. 22, 2022); *Moehrl*, 2023 WL 2683199 (N.D. Ill. Mar. 29, 2023). Class Counsel subsequently won a jury trial in *Burnett*. And, in this case, the Court appointed Class Counsel with responsibility for any settlements for the nationwide class. Doc. 180. Altogether, Class Counsel have obtained over \$1 billion in proposed and approved settlements as well as historic practice change relief. Class Counsel continue to represent the class as they have done in navigating the settlement process. Likewise, the Class Representatives have bought and sold homes and have demonstrated their commitment to the litigation by responding to discovery, providing relevant documentation, and participating in the settlement process.

**Second**, as discussed above, each Settlement was conducted in good faith and at arm's length by experienced counsel on both sides. Most of the settlements were reached only with the assistance of an experienced mediator. And all occurred only after Settling Defendants provided Class Counsel with sufficient financial information for Plaintiffs to make an informed decision about settlement. Dirks Decl. at ¶¶ 21-22; Berman Decl. at ¶¶ 2, 6-11. The lengthy history of the real estate commission litigation, which has proceeded for years through class certification in both the *Moehrl* and *Burnett* cases and a trial in the *Burnett* case, provide ample evidence of the skill and tenacity Class Counsel brought to the negotiation of the Settlements.

**Third**, for the reasons stated above, the relief for the Settlement Class is fair and adequate. The Settlements provide significant financial recoveries to the Settlement Class in light of the strengths and weaknesses of the case and the risks and costs of continued litigation, including potential appeals, and taking into account the Settling Defendants' financial resources. The Settlements also include meaningful changes to the Settling Defendants' policies. The parties dispute the strength of their claims and defenses. The Settlements reflect a compromise based on the parties' well-informed assessments of their best-case and worst-case scenarios, and the likelihood of various potential outcomes. Plaintiffs' best-case scenario is obtaining class certification, prevailing and recovering on the merits at trial, and then upholding a verdict on appeal. But "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." *In re Cardizem CD Antitrust Litig.*, 218 F.R.D. 508, 523 (E.D. Mich. 2003); *see also In re Lithium Ion Batteries Antitrust Litig.*, No. 13-md-02420, 2020 WL 7264559, at \*15 (N.D. Cal. Dec. 10, 2020) ("Antitrust cases are particularly risky, challenging, and widely acknowledged to be among the most complex actions to prosecute."). And under the circumstances of this case, it would make



little sense to try the case against the Settling Defendants where none of them could pay anywhere near the level of any expected judgment. Dirks Decl. at ¶ 22; Berman Decl. at ¶¶ 11-12. And the only way that the Settlements were possible was if they provided for a nationwide recovery and release. Dirks Decl. at ¶ 25.

Against this risk, the Settlements provide for a \$110.6 million recovery from the nine Settling Defendants and substantial practice changes. *See In re Pork Antitrust Litig.*, No. 18-1776, 2022 WL 4238416, at \*2 (D. Minn. Sept. 14, 2022) (granting final approval of antitrust settlement that provided “substantial relief against the backdrop of a great deal of uncertainty where the merits are highly contested” in case involving alleged price-fixing conspiracy among pork processing companies); *In re Polyurethane Foam Antitrust Litig.*, 168 F. Supp. 3d 985, 995-96 (N.D. Ohio 2016) (granting final approval of settlement in light of “real possibility that [plaintiffs] could have received much less—even zero—from a jury at trial or following an appeal”). The Settlements are also supported by the fact that these are partial settlements of the claims arising from the alleged conspiracy, and Class Counsel have continued to work to achieve additional recoveries on behalf of the Class.

Although some Class members have objected that they may not recover every dollar they paid to real estate agents, that assumes that the total amount of payments would be recoverable as damages and fails to take into account the risks of litigation and the defendants’ ability to pay any higher sums. The essence of the settlement compromise and giving up the “highest hopes” in return for the certainty of payment, and in an attempt to obtain more would have perhaps resulting in no recovery at all.

The Court-appointed notice and claims administrator, JND, will work with Class Counsel in processing class member claims and distributing relief. JND has extensive experience in

distributing relief in connection with large and complex class action settlements. Keough Decl. at ¶¶ 1, 47-51. JND will be responsible for reviewing claim forms and evidence of purchase to determine whether a claim qualifies for payment, and any claim that cannot be substantiated may be subject to challenge, nonpayment, or a reduced share of the available funds. *See* Settlement Notice at ¶ 9. Class members with approved claims will have several options for receiving payment, including by debit card, Zelle, Venmo, or check. *See* Claim Form at p. 1.<sup>1</sup>

Finally, the attorneys' fee request is reasonable and in line with Eighth Circuit precedent. *See* Pltfs.' Mot. for Attorneys' Fees, Doc. 399.

**Fourth**, the Settlements treat Class members fairly and equitably relative to each other. The practice change relief applies the same to all Class members nationwide. With respect to the monetary relief, every person who meets the class definition is eligible to submit and receive compensation for a claim. That is all that is required. *Petrovic*, 200 F.3d at 1152–53 (“We do not agree with the objectors’ contention that a mailed notice of settlement must contain a formula for calculating individual awards.”). The settlement website advises both that: (i) settlement payment “will take into account the amount of commissions class member claimants paid to a real estate broker or agent”; and (ii) “[t]o the extent the value of total claims exceeds the amount available for distribution from the settlement funds, each class member’s share of the settlement may be reduced on a pro rata basis.” Settlement FAQ 11.<sup>2</sup> Finally, the requested service awards are reasonable and in line with other cases recognizing the work performed by the class representatives. *See* Pltfs.’ Mot. for Attorneys’ Fees, Doc. 399 at 15-16 (discussing cases supporting the requested service awards).

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<sup>1</sup> See <https://www.realestatecommissionlitigation.com/claimformlanding>.

<sup>2</sup> See <https://www.realestatecommissionlitigation.com/gibson-faq>.

### **C. The *Van Horn* Factors also support approval**

The *Van Horn* factors provide additional support for the Settlements.

#### **1. The Merits of the Plaintiffs' Cases, Weighed Against the Terms of the Settlement**

As discussed above under the Rule 23(e)(2) factors, the Settlements reflect a compromise based on the parties' educated assessments of their best-case and worst-case scenarios, and the likelihood of various potential outcomes, including potential financial outcomes of the Settling Defendants.

#### **2. The Settling Defendants' Financial Condition**

The fairness, adequacy, and reasonableness of the Settlements are supported by the Settling Defendants' financial condition and their inability to satisfy a judgment. Dirks Decl. ¶¶ 21-22. In order to evaluate the Settling Defendants' financial condition, Plaintiffs reviewed the financial information of each Settling Defendant and its ability to pay. *Id.*; Berman Decl. at ¶¶ 2, 6-11. Class Counsel firmly believe these amounts are reasonable in light of limitations on the Settling Defendants' ability to pay. Dirks Dec. at ¶¶ 21-22. “[A] defendant is not required to ‘empty its coffers’ before a settlement can be found adequate.” *Meredith Corp. v. SESAC, LLC*, 87 F. Supp. 3d 650, 665 (S.D.N.Y. 2015) (quoting *In re Sony SXRDRear Projection T.V. Class Action Litig.*, No. 06-cv-5173, 2008 WL 1956267, at \*8 (S.D.N.Y. May 1, 2008)); *see also Grunin v. Int’l House of Pancakes*, 513 F.2d 114, 125 (8th Cir. 1975) (affirming antitrust settlement and explaining that a “total victory” for plaintiffs after trial “would have been financially disastrous if not fatal” to the defendant, and the final settlement “gave valuable concessions to the [settlement class] yet maintained [the defendant’s] corporate viability”).

### 3. The Complexity and Expense of Further Litigation

Plaintiffs' claims raise numerous complex legal and factual issues under antitrust law. This is reflected in the voluminous briefing in *Moehrl* and *Burnett*, which includes extensive class certification and summary judgment briefing, as well as post-trial briefing in *Burnett*. In addition, plaintiffs have engaged in extensive appellate briefing, including Rule 23(f) petitions in both *Moehrl* and *Burnett* as well as two separate appeals in the *Burnett* litigation concerning arbitration issues, and a petition for certiorari to the United States Supreme Court.

By contrast, the Settlements provide for certain recovery for the Class. In light of the many uncertainties of continued litigation, a significant and certain recovery weighs in favor of approving the proposed Settlements. See *In re Coordinated Pretrial Proc. in Antibiotic Antitrust Actions*, 410 F. Supp. 669, 678 (D. Minn. 1974) (approving settlement where price-fixing claims faced “substantial roadblocks” on top of the “difficulties inherent” in prevailing on such claims); *In re Flight Transp. Corp. Sec. Litig.*, 730 F.2d 1128, 1137 (8th Cir. 1984) (affirming final approval of settlement where “no reported opinion addresses the precise [merits] question presented here,” which created “a substantial question whether [plaintiff] would prevail”); *In re Lorazepam & Clorazepate Antitrust Litig.*, 205 F.R.D. 369, 393 (D.D.C. 2002) (“Any verdict would have led to an appeal and might well have resulted in appeals by both sides and a possible remand for retrial, thereby further delaying final resolution of this case. These factors weigh in favor of the proposed Settlement.”) (cleaned up).

#### D. The Amount of Opposition to the Settlements

The Settlement Class Representatives in this action have approved the Settlements. More than 463,000 Class members have submitted claims, while only a small handful have objected and 46 have opted out. Keough Decl. at ¶¶ 51, 55. This supports granting final approval. See, e.g., *Keil v. Lopez*, 862 F.3d 685, 698 (8th Cir. 2017) (determining with respect to a settlement class of

approximately 3.5 million households, in which “only fourteen class members submitted timely objections,” the “amount of opposition is minuscule when compared with other settlements that we have approved”); *Bishop v. DeLaval Inc.*, No. 5:19-cv-06129-SRB, 2022 WL 18957112, at \*1 (W.D. Mo. July 20, 2022) (“A low number of opt-outs and objections in comparison to class size is typically a factor that supports settlement approval”) (quoting *In re LinkedIn User Priv. Litig.*, 309 F.R.D. 573, 589 (N.D. Cal. 2015)); *In re Wireless Tel. Fed. Cost Recovery Fees Litig.*, No. MDL 1559 4:03-MD-015, 2004 WL 3671053, at \*13 (W.D. Mo. Apr. 20, 2004) (of the 4,838,789 settlement class members who were sent notice, only 620 (0.012%) opted out of the settlement and only 33 (0.00068%) objected to the settlement, which “are strong indicators that the Settlement Agreement was viewed as fair by an overwhelming majority of Settlement Class members and weighs heavily in favor of settlement”); *In re Tex. Prison Litig.*, 191 F.R.D. 164, 175 (W.D. Mo. 1999) (“The objectors represent only about 8 per cent of the class, and this relatively low level of opposition to the settlement also indicates its fairness. The Court has an obligation not only to the minority of class members who filed objections, but also to the majority who, by their silence, indicated their approval of the Settlement Agreement.”) (citing *DeBoer v. Mellon Mortg. Co.*, 64 F.3d 1171, 1178 (8th Cir. 1995)); *see also, e.g., Van Horn*, 840 F.2d at 607 (“the amount of opposition to the settlement” is a key factor to be considered in the settlement approval process); *Marshall*, 787 F.3d at 513 (“We have previously approved class-action settlements even when almost half the class objected to it.”).

## **VI. THE COURT SHOULD CONSIDER AND OVERRULE EACH OBJECTION**

Class Counsel received six objections on behalf of nine objectors. Two are from *pro se* objectors. Docs. 451 (Khyber Zaffarkhan), 485 (Terry Wischer). Four are from objectors represented by attorneys with copycat cases encompassed by the Settlement Class in this case.

Docs. 464 (Robert Benjamin Douglas, Benny D. Cheatman, Douglas W. Fender II, and Dena Marie Fender), 467 (Robert Friedman), 470 (Monty March), 471 (James Mullis).

#### **A. Overview and Legal Standard**

As an initial matter, the Court has already overruled objections that are similar, and in some cases identical, to each of the objections here. *See Burnett*, May 9, 2024 Order Granting Final Approval, Doc. 1487 at 13-29 (overruling objections). Although “[n]o particular standard governs judicial review of objections,” courts evaluate objections in the course of “determining whether the settlement meets Rule 23’s fairness standard.” 4 Newberg and Rubenstein on Class Actions § 13:35 (6th ed. June 2024 Update). “[T]he trial court has some obligation to consider objections but is given significant leeway in resolving them.” *Id.*

For a class of this size, or any size, the number of objections received is remarkably low. Indeed, there are only six sets of objections before the Court. This is out of a class comprised of millions of home sellers. This means that 99.99% of the Class did not object. And the claims made as of October 21, 2024 exceed objectors by 463,339-to-9 (or 51,482-to-1). While the Court should consider each objection, objections by a tiny minority should not prevent approval of the Settlements as fair, reasonable, and adequate. *See Marshall*, 787 F.3d at 513–14 (“The district court refused to give credence to the vocal minority” and “the court aptly noted that “only one-tenth of one percent of the class objected, and less than ten percent of the class ha[d] requested exclusion from the settlement.”); *see also In re Wireless Tel. Fed. Cost Recovery Fees Litig.*, No. MDL 1559, 4:03-MD-015, 2004 WL 3671053, at \*13 (W.D. Mo. Apr. 20, 2004) (“[t]he Court has an obligation not only to the minority of class members who filed objections, but also to the majority who, by their silence, indicated their approval of the Settlement Agreement”) (citing *DeBoer v. Mellon Mortg. Co.*, 64 F.3d 1171, 1178 (8th Cir. 1995)). The Class’s actions here reflect even stronger support for the Settlements than in *Marshall* or *In re Wireless*.

“[I]n determining whether to approve a class action settlement, the issue is not whether everyone affected by the settlement is completely satisfied. Instead, the test is whether the settlement, *as a whole*, is a fair, adequate, and reasonable resolution of the class claims asserted.” *In re Capital One Consumer Data Sec. Breach Litig.*, No. 1:19-md-2915, 2022 WL 18107626, at \*8 (E.D. Va. Sept. 13, 2022) (emphasis added). “As courts routinely recognize, a settlement is a product of compromise and the fact that a settlement provides only a portion of the potential recovery does not make such settlement unfair, unreasonable or inadequate.” *Keil v. Lopez*, 862 F.3d 685, 696 (8th Cir. 2017) (cleaned up); *see also Linney v. Cellular Alaska P’ship*, 151 F.3d 1234, 1242 (9th Cir. 1998) (“[T]he very essence of a settlement is compromise, a yielding of absolutes and an abandoning of highest hopes.” (cleaned up)). “Objections that the settlement fund is too small for the class size, or that a defendant should be required to pay more to punish and deter future bad behavior, while understandable, do not take into account the risks and realities of litigation, and are not a basis for rejecting the settlement.” *Capital One*, 2022 WL 18107626, at \*8.

As discussed above, and as this Court provisionally determined in its Preliminary Approval Orders, the relief provided by the Settlements is “fair, reasonable, and adequate, in accordance with Rule 23(e) of the Federal Rules of Civil Procedure.” Docs. 163, 297, 348. Importantly, any Class members who did not like the Settlements had the option to exclude themselves from the Settlement Class and to pursue damages and any other relief on an individual basis—as a number of Class members have done. This favors approval of these Settlements. *See, e.g., Marshall*, 787 F.3d at 513 (affirming class settlement, stating that objectors “were not required to forgo what they believed to be meritorious claims—they could have opted out of the settlement to pursue their own claims, as some class members did”). When weighed against the

risks of and time required for litigation through a potential class judgment after trial, these immediate benefits strongly support a finding that the settlement relief is fair, reasonable, and adequate. *See Keil*, 862 F.3d at 697.

**B. The Court Should Overrule the Pro Se Objections**

Plaintiffs received an objection from Khyber Zaffarkhan. Doc. 451. Mr. Zaffarkhan represents that he paid commissions across two home sales in 2016 and 2020. Mr. Zaffarkhan's objection does not comply with Rule 23(e)(5)(A), which requires that the "objection must state whether it applies only to the objector, to a specific subset of the class, or to the entire class, and also state with specificity the grounds for the objection." Nor does Mr. Zaffarkhan provide basic information about the homes he claims to have sold, including whether he hired a listing broker, whether the homes were listed on an MLS, or how any broker fees he paid may have been allocated among those brokers. Additionally, based on the limited information provided, Mr. Zaffarkhan's claimed 2016 home sale appears to fall outside of the settlement class period. Thus, Mr. Zaffarkhan has not established he has standing to object for that sale. *See Gould v. Alleco, Inc.*, 883 F.2d 281, 284 (4th Cir. 1989) ("The plain language of Rule 23(e) clearly contemplates allowing only class members to object to settlement proposals.") (citing *Jenson v. Cont'l Fin. Corp.*, 591 F.2d 477, 482 n.7 (8th Cir. 1979)); *Feder v. Elec. Data Sys. Corp.*, 248 F. App'x 579, 580 (5th Cir. 2007) ("[O]nly class members have standing to object to a settlement. Anyone else lacks the requisite proof of injury necessary to establish the 'irreducible minimum' of standing"); 4 Newberg and Rubenstein on Class Actions § 13:22 (6th ed. June 2024 Update) ("Rule 23 confers the right to object upon class members, the Rule itself does not confer standing upon nonclass members" and "Courts regularly find that nonclass members have no standing to object to a proposed settlement[.]"). The burden is on the objector to show standing. *Feder*, 248 F. App'x at 581 (citing *Lujan v. Defs. of Wildlife*, 504 U.S. 555, 561 (1992)).



Even considering Mr. Zaffarkhan's objections, none of them show that the Settlements should be rejected. *First*, Mr. Zaffarkhan objects that the monetary recovery is inadequate because the *Gibson* settlements (and other proposed and approved settlements in related cases) will not fully compensate him for the entirety of any commissions he may have paid. It is true that Class members will likely receive from these settlements only a portion of their best-day-in-court damages. But that fact is true for essentially any settlement and is not grounds for declining to approve the particular proposed settlements here. *Keil*, 862 F.3d at 696. As described herein, Plaintiffs sought to obtain the largest recovery they could in light of the risks of continued litigation, including each Settling Defendant's ability to pay limitations.<sup>3</sup> Mr. Zaffarkhan's objection does not account for or otherwise address those risks and limitations. Nor does he opine that these particular Settling Defendants could reasonably have paid more. Further, although Mr. Zaffarkhan acknowledges that "the Settlement Fund will continue to grow," Doc. 451 at 3 n.1, his objection does not account for the fact that the proposed Settlements would resolve claims against only one set of defendants and do not release claims against other defendants against whom Plaintiffs continue to seek relief on behalf of the class.<sup>4</sup>

*Second*, Mr. Zaffarkhan's objection notes Plaintiffs' requests to recover attorneys' fees, costs and expenses, and service awards. It is unclear which, if any, of these requests Mr. Zaffarkhan

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<sup>3</sup> Mr. Zaffarkhan's assertion that individual class member awards should account for "higher value transactions", Doc. 451 at 2, is consistent with Plaintiffs' intentions as reflected in their notice to the class. *See* FAQ 11 ("It is anticipated that the plan will take into account the amount of commissions class member claimants paid to a real estate broker or agent during the relevant statute of limitations periods for the MLS in which the sale was made.").

<sup>4</sup> The calculations reflected in Mr. Zaffarkhan's objection appear to be based on other incorrect assumptions. For instance, his calculation of the number of homes sold does not appear to be accurate for the *Gibson* settlement class period. And his equation is stated in terms of "total commissions paid," rather than the amount by which he may have been injured.

intended to object to or what the basis of any objection might be. To the extent Mr. Zaffarkhan is objecting that Plaintiffs' attorneys' fee request is too high because it reduces the class recovery, Plaintiffs provided extensive legal authority and factual justification for their request. *See* Pltfs.' Mot. for Attorneys' Fees, Doc. 399; *see also Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980) (paying attorneys out of the fund "rests on the perception that persons who obtain the benefit of a lawsuit without contributing to its cost are unjustly enriched at the successful litigant's expense"); *Vogt v. State Farm Life Ins. Co.*, No. 2:16-cv-04170, 2021 WL 247958, at \*1 (W.D. Mo. Jan. 25, 2021) ("When a class action creates a common fund for the benefit of the class members, the Court may award class counsel reasonable attorneys' fees 'equal to some fraction of the common fund that the attorneys were successful in gathering during the course of the litigation.'") (quoting *Johnston v. Comerica Mortg. Corp.*, 83 F.3d 241, 244-45 (8th Cir. 1996)). In addition, to the extent Mr. Zaffarkhan disagreed either with the amount of his recovery or the attorneys' fee request, he was free to opt out of the settlements and retain an attorney to pursue claims individually. But he chose not to do so.

The other *pro se* objector, Terry Wischer, objects that sellers could not have been harmed by Defendants' conduct. Doc. 485. As an initial matter, Mr. Wischer does not indicate whether he is a class member who sold an eligible home during the class period. Thus, he lacks standing, and his objection must be overruled. *See Gould*, 883 F.2d at 284 ("The plain language of Rule 23(e) clearly contemplates allowing only class members to object to settlement proposals."); *Feder*, 248 F. App'x at 580 ("only class members have standing to object to a settlement. Anyone else lacks the requisite proof of injury necessary to establish the 'irreducible minimum' of standing"); 4 Newberg and Rubenstein on Class Actions § 13:22 (6th ed. June 2024 Update) ("Rule 23 confers the right to object upon class members, the Rule itself does not confer standing upon nonclass

members” and “Courts regularly find that nonclass members have no standing to object to a proposed settlement[.]”). The burden is on the objector to show standing. *Feder*, 248 F. App’x at 581. Nor does Mr. Wischer comply with Rule 23(e)(5)(A), which requires that the “objection must state whether it applies only to the objector, to a specific subset of the class, or to the entire class, and also state with specificity the grounds for the objection.”

In any event, Mr. Wischer’s objection that sellers could not have been injured is incorrect both legally and factually. Under binding Supreme Court precedent, only direct purchasers are ordinarily eligible to sue for damages, and they may recover the entirety of any overcharge paid without consideration of any amount that may have been passed on to others. *See, e.g., Illinois Brick Co. v. Illinois*, 431 U.S. 720 (1997); *Hanover Shoe, Inc. v. United Shoe Mach. Corp.*, 392 U.S. 481 (1968). Consistent with this case law, in similar cases, courts have held that home sellers (and not buyers) are direct purchasers under federal antitrust law, and a jury concluded in *Burnett* that those sellers were injured. *See Leeder v. Nat’l Ass’n of Realtors*, 601 F. Supp. 3d 301, 308-11 (N.D. Ill. 2022); *Burnett*, Verdict Form Doc. 1294 at ECF 2. Even if he had standing, Mr. Wischer’s objection should be rejected on the merits.

### **C. The Court Should Overrule Objections Submitted by Attorneys and Their Clients Who Filed Competing Cases**

Four objections were lodged by plaintiffs and their counsel who filed copycat cases after *Moehrl* and *Burnett*, none of these cases has been certified, and all are in their infancy. Each is derivative of *Moehrl* and *Burnett* and was filed only after, and on the back of, Class Counsel’s successes. Indeed, three of the four objections are by litigants who did not even file a case until *after* the *Burnett* plaintiffs obtained a favorable verdict and the complaint in this case was filed. Each of these cases arises out of the same alleged illegal course of conduct—the requirement that a seller pay for the buyer’s broker. Yet they now seek to distinguish their cases in an effort to blow

up the important monetary and practice change relief made available in the Settlements. Each of these objectors could have opted out of the Settlements and pursued their own claims, but instead each chose to object. *See Marshall*, 787 at 520. None of these objections furthers the interest of Class members who will benefit from both the monetary and practice change relief afforded by the Settlements.

Such objections lodged by attorneys filing competing cases should be viewed at the very least with skepticism. *See, e.g., Gulbankian v. MW Mfrs., Inc.*, No. 10-cv-10392, 2014 WL 7384075, at \*3 (D. Mass. Dec. 29, 2014) (“in assessing the weight of objections to class settlement agreements, the district court may properly consider the fact that the most vociferous objectors were persons enlisted by counsel competing with [lead] counsel for control of the litigation”) (citing *In re Prudential Ins. Co. Am. Sales Prac. Litig. Agent Actions*, 148 F.3d 283, 318 (3d Cir. 1998)); *Greco v. Ginn Dev. Co., LLC*, 635 F. App’x 628, 633 (11th Cir. 2015) (affirming trial court in overruling objector whose competing case would be barred by settlement approval and stating “the Court now has serious concerns” about the objector’s “ulterior motive”).

Each objector essentially asks the Court to discard the Settlements because each wishes to continue pursuing its own copycat case on a classwide basis. But the objectors fail to address the essential problem underlying their position: the alternative to a nationwide settlement is sprawling litigation comprised of potentially dozens of local suits that would bankrupt each of these Defendants in the event any one case succeeds. Each objector nevertheless apparently seeks such a result, even though it would harm the Class members each seeks to represent by likely leaving them with no relief. They do so instead of supporting these landmark Settlements that will change the way homes are bought and sold and save money for consumers nationwide. Copycat counsels’ objections should be rejected.

**1. The Court should overrule the South Carolina objection by Douglas, Cheatman, Fender, and Fender (Doc. 464)**

The lawyers prosecuting copycat cases in South Carolina filed an objection on behalf of four home sellers in South Carolina. South Carolina objectors did not file suit until *after* the *Burnett* verdict and after *Gibson* was filed. Instead of a global resolution, certainty, and practice changes, they seek to unwind the Settlements, which would result in protracted, inefficient, and costly piecemeal litigation that would unnecessarily proceed on a state-by-state basis and yield worse results for Class members, including their own clients.

**a. The Monetary Recovery Is Fair, Reasonable, and Adequate**

The South Carolina objectors complain that the aggregate monetary recovery reflected across all of the settlements in this action and the *Burnett* action is too low. Yet, they incorrectly assert that the “total recovery is only \$318,500,000” (Doc. 464 at 3), when total settlements to date across both actions exceed \$1 billion. Moreover, the South Carolina objectors do not argue that any particular settlement in this action is inadequate; indeed, they fail to address the individual settlements at all. They do not even say what total amount *would have* been reasonable and adequate, only that they do not like what was obtained. Nor do they assert that the Settlements were the product of collusion or any conflict.

The applicable standard is whether the settlements are fair, reasonable, and adequate—not whether they provide complete relief to all Class members. *See Godson v. Eltman, Eltman, & Cooper, P.C.*, 328 F.R.D. 35, 54 (W.D.N.Y. 2018) (“The court’s task, then, is simply to decide whether the settlement agreement *as written* is fair, reasonable, and adequate, not whether the parties or the court could conceivably have come up with a ‘better’ agreement.”).

“As courts routinely recognize, a settlement is a product of compromise and the fact that a settlement provides only a portion of the potential recovery does not make such settlement unfair,

unreasonable or inadequate.” *Keil*, 862 F.3d at 696; *see also Pro. Firefighters Ass’n of Omaha, Loc. 385*, 678 F.3d at 649 (“Appellant falls far short of establishing the settlement agreement was unfair or inadequate simply because the retirees did not get as much as they believed they should.”); *In re Agent Orange Prod. Liab. Litig.*, 597 F. Supp. 740, 762 (E.D.N.Y. 1984) (approving settlement despite the fact that “the settlement amount would not begin to cover the total costs of medical treatment for the class which easily could amount to billions of dollars” and holding “[t]he fact that the settlement amount may equal but a fraction of potential recovery does not render the settlement inadequate”), *aff’d*, 818 F.2d 145 (2d Cir. 1987); *In re Domestic Air Transp. Antitrust Litig.*, 148 F.R.D. 297, 312–13 (N.D. Ga. 1993) (“In determining whether to approve a proposed settlement, the Court is entitled to rely upon the judgment of the parties’ experienced counsel. The trial judge, absent fraud, collusion, or the like, should be hesitant to substitute its own judgment for that of counsel.” (cleaned up)).

Nor must a settlement exhaust all of a settling defendant’s financial resources in order to be deemed fair, reasonable, and adequate. *See Meredith Corp. v. SESAC, LLC*, 87 F. Supp. 3d 650, 665 (S.D.N.Y. 2015) (“[A] defendant is not required to ‘empty its coffers’ before a settlement can be found adequate.”) (quoting *In re Sony SXRDRear Projection T.V. Class Action Litig.*, No. 06-cv-5173, 2008 WL 1956267, at \*8 (S.D.N.Y. May 1, 2008)); *see also Petrovic*, 200 F.3d at 1153 (“While it is undisputed that [the settling defendant] could pay more than it is paying in this settlement, this fact, standing alone, does not render the settlement inadequate.”); *Grunin*, 513 F.2d at 125 (affirming antitrust settlement and explaining that a “total victory” for plaintiffs after trial “would have been financially disastrous if not fatal” to the defendant, and the final settlement “gave valuable concessions to the [settlement class] yet maintained [the defendant’s] corporate viability”).

In reaching these settlements, Class Counsel, who have extensive antitrust experience and have vigorously litigated these related cases for years, sought to obtain the best possible recovery for the Class. There is no suggestion here, nor could there be, that Class Counsel were uninformed, lacked experience and expertise, or were somehow prevented from negotiating the best deals possible for the Class. To the contrary, Class Counsel negotiated these settlements based on their extensive knowledge of the issues, including liability, damages, the risks of continued litigation, and the financial condition of the Settling Defendants. Class Counsel also analyzed the finances of each of the Settling Defendants, including the risk that each could file for bankruptcy protection, which likely would have resulted in lower recoveries, if any, for the Class than will be obtained via the Settlements. Berman Decl. ¶ 12. The settlement amounts, which were ultimately reached only after arm's length negotiations between experienced counsel represented the most Class Counsel believed each Settling Defendant was reasonably able and willing to pay given the financial and legal circumstances existing at the time of each Settlement.

**b. The Scope of the Releases is Appropriate**

The South Carolina Objectors also purport to object to the scope of the releases reflected in the Settlements—but their objection is based on a plainly incorrect understanding of what the releases actually say and do. *First*, the South Carolina Objectors mistakenly claim that the Settlements include a release for “local realtors whose annual sales volume is less than Two Billion.” Doc. 464 at 4. This is wrong. The Settlements at issue here do not contain such a provision. *Second*, the South Carolina Objectors appear to argue that certain MLSs would be released by the Settlements. This is likewise incorrect. The Settlements at issue here do not release any MLSs. *Third*, the South Carolina Objectors assert that they have sued “local entities” in South Carolina that would be released by the Settlements. *Id.* But the South Carolina Objectors do not point to any such “local entities” they have sued that would be released. Although the South

Carolina Objectors did sue Settling Defendants @World Properties and Realty ONE Group, both are real estate brokerage companies with a significant national presence.

In addition, the South Carolina Objectors refer to “Realtors” being released, but it is unclear whether they intended to object to the release of individual real estate agents or, instead, to “local entities” whose brokers are NAR members. *Id.* Regardless, the South Carolina Objectors have not sued individual real estate agents and do not explain how complex and expensive antitrust suits could proceed against more than a million individual real estate agents. Moreover, the release of individual real estate agents was bargained for as part of the settlement agreement. Such releases of employees and agents of defendants are common and appropriate. *See In re Am. Inv’rs Life Ins. Co. Annuity Mktg. & Sales Practices Litig.*, 263 F.R.D. 226, 240 (E.D. Pa. 2009) (overruling objection to release of independent sales agents of insurance company because “the release of agents is a necessary component of the settlement agreement in order to provide finality. Otherwise, dissatisfied policyholders could sue the defendants’ agents who would then, in turn, look to the defendants for indemnity or contribution.”) (citing *In re Prudential Ins. Co. of Am. Sales Prac. Litig. Agent Actions*, 962 F. Supp. 450, 522-23 (D.N.J. 1997), *aff’d*, 148 F.3d 283 (3d Cir. 1998)); *Shay v. Apple Inc.*, No. 3:20-cv-1629, 2024 WL 1184693, at \*8 (S.D. Cal. Mar. 19, 2024) (“The release of non-party retailers is common practice in cases such as this, where the released claims against these non-parties concern an identical injury arising from common facts.”) (citing *Hesse v. Sprint Corp.*, 598 F.3d 581, 590-91 (9th Cir. 2010)); *Maine State Ret. System v. Countrywide Fin. Corp.*, No. 10-CV-00302, 2013 WL 6577020, at \*7, \*17 (C.D. Cal. Dec. 5, 2013) (overruling objection that argued “non-parties cannot be released for the claims asserted in the Settlement Actions”); *Retta v. Millennium Prods., Inc.*, No. 15-CV-1801, 2017 WL 5479637, at \*8 (C.D. Cal. Aug. 22, 2017) (overruling objection that release of third party retailers was



inappropriate: “this argument is meritless because the purpose of the settlement is to prevent duplicative litigation of identical claims . . . . Millennium is a manufacturer that sells its products through various retailers, so any claims Ference purports to have against third-party retailers of the Subject Products are going to be based on the same false or misleading labeling allegations asserted here. This objection is overruled.”); *Wal-Mart Stores, Inc. v. Visa U.S.A., Inc.*, 396 F.3d 96, 108–09 (2d Cir. 2005) (approving class settlement with broad releases including non-parties, such as member banks, insurance companies, and Swiss governmental entities).

The same is true with respect to releases of franchisees. *See Flaum v. Doctor’s Assocs., Inc.*, No. 16-CV-61198, 2019 WL 2576361, at \*3 (S.D. Fla. Mar. 11, 2019) (final approval of settlement releasing all Subway franchisees in suit against Subway franchisor); *Adkins v. Nestle Purina PetCare Co.*, No. 12-CV-2871, 2015 WL 10892070, at \*4 (N.D. Ill. June 23, 2015) (final approval of settlement releasing variety of non-parties, including suppliers, manufacturers, retailers, and franchisees); *McCabe v. Six Continents Hotels, Inc.*, No. 12-CV-4818, 2015 WL 3990915, at \*3 (N.D. Cal. June 30, 2015) (preliminary approval of settlement releasing franchisees) & ECF No. 167 (Feb. 8, 2016) (ordering final approval of settlement). Absent such releases, the Settling Defendants have said that they would have, through the very act of settling the litigation, exposed themselves to potential litigation by their franchisees. They further claim that they either would not have settled on the same terms agreed or would not have settled at all, thus reducing the overall recovery to the Class.

**c. The Contents of Notice Were Robust**

The South Carolina Objectors also object to the adequacy of the class notices. In doing so, they do not argue that the form of notice or manner for distributing class notice was deficient. Instead, they assert that the notices lacked the following information, which they claim was necessary for Class members to decide whether to participate in the Settlements: (1) the fact of a

jury verdict in *Burnett*; (2) an explanation of the size of the class; and (3) information “for class members to evaluate whether there could be better outcomes in their own jurisdictions.” Doc. 464 at 5-7. None of these is a basis for rejecting the Settlements.

In fact, Class members were provided with the information the South Carolina Objectors advocate for. *First*, the notices indicated that “[o]n October 31, 2023, a jury found in favor of Plaintiffs against different defendants in a related action: *Burnett et al. v. National Association of Realtors, et al.*, Case No. 19-CV-00332-SRB (Western District of Missouri).”<sup>5</sup> The amount of the verdict was also reflected in Plaintiffs’ Motion for Attorneys’ Fees, which was posted on the settlement website. *See, e.g.*, Doc. 399 at 8, 12. *Second*, the notices reflect that the Settlement Class includes homes listed on MLSs throughout the country over a multi-year period. Any reasonable person would have understood such a class to encompass millions of home sellers. Even so, Plaintiffs’ preliminary approval briefing, which was posted on the settlement website, made this point explicitly, advising that “Plaintiffs estimate that Settlement Class Members number in the tens of millions, dispersed across the United States.” *See, e.g.*, Doc. 161 at 18. *Third*, the notices included a list of “other similar cases,” among them the names and case numbers of both cases filed by the South Carolina Objectors.<sup>6</sup> The South Carolina Objectors do not say what other information Class members need “to evaluate whether there could be better outcomes in their own jurisdictions,” Doc. 464 at 7, or explain why the detailed twelve-page long form notice, website FAQs, and other relevant documents included on the settlement website were insufficient.

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<sup>5</sup><https://www.realestatecommissionlitigation.com/admin/api/connectedapps.cms.extensions/asset?id=b22f5e1b-4e96-4832-9f07-e588c4bd9f9b&languageId=1033&inline=true>.

<sup>6</sup><https://www.realestatecommissionlitigation.com/admin/api/connectedapps.cms.extensions/asset?id=b22f5e1b-4e96-4832-9f07-e588c4bd9f9b&languageId=1033&inline=true>.

Moreover, “the mechanics of the notice process are left to the discretion of the court subject only to the broad ‘reasonableness’ standards imposed by due process.” *Grunin*, 513 F.2d at 120. “As a general rule, the contents of a settlement notice must fairly apprise the prospective members of the class of the terms of the proposed settlement and of the options that are open to them in connection with (the) proceedings.” *Id.* at 122 (quotation omitted). “Valid notice of a settlement agreement ‘may consist of a very general description’ of settlement terms.” *In re Uponor, Inc., F1807 Plumbing Fittings Prod. Liab. Litig.*, 716 F.3d 1057, 1065 (8th Cir. 2013) (quoting *Grunin*, 513 F.2d at 122).

The notice here easily satisfied this standard. Among other things, it apprised Class members of the nature of the action; the class claims and issues; and the settlement terms. It also advised Class members of their options, including their right to file objections, opt out, and appear at the fairness hearing. And it explained how Class members could obtain additional information including by contacting Class Counsel, contacting the claims administrator, and through the settlement website, which included numerous key case documents, FAQs, and every Settlement Agreement.

Courts regularly find that similar notices satisfy Rule 23’s requirements. *See, e.g., In re Uponor, Inc., F1807 Plumbing Fittings Products Liability Litig.*, 716 F.3d 1057, 1065 (8th Cir. 2013) (rejecting objectors’ argument that notice was defective because it did not adequately explain the scope of liability releases where the notice explained that certain claims were being released and “provided a link to the settlement website, a description of the opt out procedure, and a toll free number to pose questions to the claims administrator” for more information); *Elna Sefcovic, LLC v. TEP Rocky Mountain, LLC*, 807 F. App’x 752, 764 (10th Cir. 2020) (rejecting objections to notice that described the “general” terms of the settlement and explained how to get

further information); *In re Uponor*, 716 F.3d at 1065 (notice that generally described claims being released, “provided a link to the settlement website, a description of the opt out procedure, and a toll free number to pose questions to the claims administrator,” was adequate); *Maher v. Zapata Corp.*, 714 F.2d 436 (5th Cir. 1983) (“The notice adequately described the nature of the pending action, the claims asserted therein, and the general terms of the proposed settlement. It informed the shareholders that additional information was available from the court’s files. It also informed them of the time and place for the settlement hearing and their right to participate therein.”).

Nor do the South Carolina Objectors cite any authority that would have required Plaintiffs to provide information beyond what was reflected in the class notice. With good reason. Courts are unanimous that not every detail of the litigation need be included in settlement notices and have rejected objections seeking the inclusion of every conceivable detail. *See, e.g., Vargas v. Capital One Financial Advisors*, 559 F. App’x. 22, 27 (2d Cir. 2014) (a settlement notice need only apprise class members of the settlement terms and “of the options that are open to them in connection with the proceedings,” and, consequently, rejecting objector’s arguments that notice was inadequate because it failed affirmatively to advise unsatisfied class members to opt out and failed to calculate the damages sustained by each individual class member); *In re TikTok, Inc., Consumer Privacy Litig.*, 2022 WL 2982782, at \*18 n.20 (N.D. Ill. July 28, 2022) (“Rule 23 does not require the settlement notice to contain every last bit of information necessary to file an objection.”); *Good v. Am. Water Works Company, Inc.*, 2016 WL 5746347, \*9 (S.D. W. Va. Sept. 30, 2016) (“The basic requirements of Rule 23 and due process are intended to ensure that notices fairly and reasonably apprise class members of a pending action affecting their rights and their options with respect to that action, but those requirements should not transform the notice into a

long brief of the parties' positions, precise in every detail and slated in such fashion as to please every litigant." (quotation omitted)).

Notices do not need to include every detail because "[c]lass members are not expected to rely upon the notices as a complete source of settlement information." *Grunin*, 513 F.2d at 122; *see also UAW v. General Motors Corp.*, 2006 WL 891151, \*33 (E.D. Mich. Mar. 31, 2006) ("It is inevitable that some details will be omitted from a notice, but the fact that the notices do not fully explore certain issues is immaterial. Class members are not expected to rely upon the notices as a complete source of settlement information." (cleaned up)). For instance, in *Petrovic*, the Eighth Circuit rejected the "contention that a mailed notice of settlement must contain a formula for calculating individual awards" because "[t]he notice described with sufficient particularity the stakes involved: the settlement of environmental claims against [the defendant], the award of significant injunctive relief, and the potential aggregate payout of over seven million dollars in compensatory damages." *Petrovic v. Amoco Oil Co.*, 200 F.3d at 1152–53.

Moreover, notices that are overly long and complex are counter-productive because they reduce the likelihood that Class members will actually review and understand essential information. *See Kagan v. Wachovia Securities, L.L.C.*, 2012 WL 1109987, at \*10 (N.D. Cal. Apr. 2, 2012) ("[The proposed notice] is simply too long. The Court is concerned that few class members will read a fifteen-page, single-spaced Class Notice.").

## **2. The Court Should Overrule the New York Objections. (Docs. 467 (Friedman), 470 (March))**

Attorneys who filed two copycat cases in New York federal courts after both the *Burnett* verdict and the *Gibson* complaint have submitted objections to certain of the Settlements<sup>7</sup> on behalf

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<sup>7</sup> The New York Objectors have stated that they are collectively objecting only to the Compass, Douglas Elliman, @properties, and Engel & Völkers Settlements.

of their clients, Robert Friedman and Monty March (the “New York Objectors”). The New York Objectors claim their cases are “wholly distinct” from the *Gibson* case (Doc. 467 at 3) and should not be subject to the nationwide releases reflected in the Settlements. They further assert that their claims do not share the same “factual predicate” as the *Gibson* case. They are wrong.

*First*, the basis behind the New York objection is unequivocally rebutted by the plain language of the *Gibson* Complaint. Plaintiffs here plead a nationwide conspiracy on behalf of a nationwide class that expressly challenges rules adopted by the Residential Listing Service (“RLS”) of the Real Estate Board of New York (“REBNY”). *See* Doc. 232, Consolidated Am. Compl., ¶ 182. Indeed, the *Gibson* Complaint includes specific allegations regarding the particular anticompetitive policies adopted in REBNY RLS:

The RLS offers an MLS service in New York City—primarily in Manhattan. Until recently, the RLS rules created a default rule that the compensation offered to buyer-brokers would be equal to 50% of the total compensation received by the listing broker. Moreover, the RLS rules required that any change in the original listing had to be entered into RLS, thus requiring that any change had to apply to all buyer-brokers and thus maintaining a requirement of blanket offers. RLS rules also restrained negotiation of offered buyer-broker commissions by providing, “Any negotiation of the reduction of a brokerage commission must be done with both the Exclusive Broker and the Co-Broker’s approval of the commission reduction.”

*Id.* ¶ 182. Given this language, the New York objection is open and shut. There is no basis to claim that the *Gibson* case’s challenge to REBNY RLS rules does not share a “factual predicate” with other claims challenging those same RLS rules.

Even so, the Complaint further alleges that anticompetitive restraints, including those promulgated by NAR, apply to brokers nationwide, including to non-Realtor MLSs like REBNY RLS because:

these MLSs and their participating brokerages are generally subject to the same or similar anticompetitive restraints that apply in MLSs that are under NAR’s formal control, including because: (i) all realtor members of non-NAR MLSs are subject

to NAR’s Code of Ethics; and (ii) each non-NAR MLS has adopted the same or similar anticompetitive restraints as those imposed by NAR on its affiliated MLSs.

*Id.*

The Complaint alleges that, as a result, “Defendants’ conspiracy has had the following anticompetitive effects *nationwide*,” including in REBNY RLS: (a) “Home sellers have been forced to pay commissions to buyer-brokers—their adversaries in negotiations to sell their homes—thereby substantially inflating the cost of selling their homes”; (b) “Home sellers have been compelled to set a high buyer-broker commission to induce buyer-brokers to show their homes to home buyers.”; (c) “Home sellers have paid inflated buyer-broker commissions and inflated total commissions.”; (d) “The retention of a buyer-broker has been severed from the setting of the broker’s commission; the home buyer retains the buyer-broker, while the home seller sets the buyer-broker’s compensation”; (e) Price competition among brokers to be retained by home buyers has been restrained.” *Id.* ¶ 225 (emphasis added); *see also id.* ¶¶ 28, 227 (describing “nationwide” impact).

The New York Objectors ignore that the supposed non-NAR MLS at issue in their cases is, in fact controlled by, “NAR-aligned brokerages and [is] not fully independent from NAR.” *See id.* ¶ 182 (describing in detail NAR’s and its members’ control over and influence of MLSs not exclusively owned or operated by NAR associations). Indeed, there are more than 17,000 NAR members in the New York City area alone. *See* [https://www.realtor.com/realestateagents/new-york\\_ny](https://www.realtor.com/realestateagents/new-york_ny). Thus, to claim that these real estate agents are parties to a REBNY-only conspiracy is wrong.

*Second*, the New York Objectors’ belated assertion that their claims do not share the same “factual predicate” as the *Gibson* case (Doc. 467 at 2; Doc. 470 at 3) is contradicted by their own prior judicial admissions. Although the New York Objectors *now* maintain that their cases are

“wholly distinct and unrelated” to this one,<sup>8</sup> they and their counsel filed complaints expressly linking their claims to the rules challenged in *Gibson*, including those adopted by NAR. For instance, the *March* complaint, 1:23-cv-09995 (S.D.N.Y.), which was filed two weeks after the *Burnett* verdict and the *Gibson* Complaint, alleges:

- “NAR regulations include, in effect, the same rule as REBNY that mandates the payment of commission by a Seller Broker to a Buyer Broker.” Class Action Compl. at ¶ 73, *March v. REBNY*, 1:23-cv-09995 (S.D.N.Y. Nov. 13, 2023) (emphasis added).
- “Like the REBNY Listing Service rule, the NAR Handbook and Code of Ethics require residential real estate Sellers to make a blanket, unilateral, and effectively non-negotiable offer of compensation to any Buyer’s Broker whenever listing a home on a MLS owned or controlled by a local NAR association. If a buyer, represented by a Buyer’s Broker, purchases residential real estate, under such a non-negotiable offer of compensation, then the Buyer Broker receives the offered compensation as outlined in the listing agreement.” *Id.* at ¶ 81 (emphasis added).<sup>9</sup>
- “REBNY Listing Service rules specifically require the Seller to make a non-negotiable offer of compensation (as a commission) to the Buyer Broker when listing Manhattan residential real estate for sale and to pay the Buyer Broker’s commission.” *Id.* at ¶ 9.
- “This rule forces a Seller to pay the Buyer Broker’s commission, eliminates negotiation of the Buyer Broker’s compensation, artificially inflates the Buyer Broker’s commission, and substantially increases the transaction cost of the Seller.” *Id.*

Similarly, the *Friedman* complaint, filed more than two months after the *Burnett* verdict and the *Gibson* Complaint, admits that “NAR rules similar to the [REBNY] broker allocation rules have been found to be anticompetitive.” Class Action Compl., at p. 23, *Friedman v. REBNY*, 1:24-cv-0405 (S.D.N.Y. Jan. 18, 2024). The Complaint further alleges:

- “A jury has already found NAR and several brokerage firms liable for violating federal and state antitrust under a theory of liability similar to that alleged in this complaint.” *Id.* at ¶ 84 (citing *Burnett* verdict).

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<sup>8</sup> See Doc. 467 at 3.

<sup>9</sup> See also *id.* ¶¶ 81-100 (detailing NAR’s anticompetitive rules, prior litigation challenging those rules, and the close relationship of both to REBNY’s rules).



- “Like REBNY, both NAR and MLS PIN established rules that require Sellers to make blanket, unilateral, and effectively non-negotiable offers of compensation to Buyer Brokers whenever Seller Brokers list a home for sale on an MLS. If a Buyer represented by a Buyer Broker purchases a home under such a non-negotiable offer of compensation, then the Buyer Broker receives the offered compensation as outlined in the applicable listing agreement.” *Id.* at ¶ 85.
- “The Broker Commission Allocation Rules also require Defendants to list residential properties . . . with blanket offers of Buyer Broker commissions at the time of listing. This helps ensure that Defendants both dominate REBNY Brooklyn’s residential real estate market and steer home buyers to listings with high Buyer Broker commissions.” *Id.* at ¶ 3.
- “Defendants’ conspiracy has artificially inflated broker commissions to a range of 5-6% of the sale price in nearly all residential real estate transactions in REBNY Brooklyn—half of which automatically goes to the Buyer Broker—an overcharge that is borne entirely by the home seller. In a competitive market, the home seller negotiates and pays a fee to the Seller Broker, while the home buyer that employs the services of a broker negotiates and pays a fee to the Buyer Broker. In a market unrestrained by the Broker Commission Allocation Rules, brokers would be forced to compete on price, and home sellers would pay substantially less in broker fees when selling residential real estate.” *Id.* at ¶ 4.

As the New York Objectors’ own complaints reflect, the challenged NAR and REBNY rules are functionally identical. Indeed, in alleging, for instance, that “the NAR regulations include, in effect, the same rule as REBNY,” counsel for the New York Objectors certified in federal court that: (i) they had conducted a reasonable inquiry into their allegations, and (ii) “to the best of [their] knowledge, information, and belief” those allegations had “evidentiary support.” Fed R. Civ. P. 11(b). The New York Objectors are not permitted to walk back those allegations now simply because they may not be able to litigate their copycat cases if the Settlements they challenge are approved.

*Third*, consistent with Plaintiffs’ allegations in *Gibson*, the evidentiary records in *Burnett* and *Moehrl* reflect that: (i) the REBNY RLS rules challenged here were anticompetitive in similar ways to the challenged NAR rules; and (ii) the challenged NAR rules applied nationwide,

including to transactions in REBNY RLS. Plaintiffs’ experts analyzed rules implemented by non-NAR MLSs, including REBNY/RLS, (8-10-22 Schulman Reply Rept., *Burnett* Doc. 922-3 at pp. 23-25) and concluded that Realtors operating in those jurisdictions “remain obligated to compensate the buyer’s agent per the NAR Code of Ethics and are thereby incentivized to require sellers to make unilateral offers of compensation to buy-side brokers/agents.” *Id.* at ¶ 75 (8-10-22 Schulman Reply Rept., *Burnett* Doc. 922-3 at pp. 23-25). Prof. Einer Elhauge further opined as part of a detailed, multi-page analysis of REBNY’s rules that “the RLS rules, like the NAR [Buyer Broker Commission Rule (BBCR)], required listings to include an offer of buyer-broker compensation whenever sellers wanted to sell to buyers who were represented by buyer-brokers” and “had several other restraints similar to the NAR version of the BBCR.” Elhauge Class Cert. Rebuttal Report, at ¶ 67, *Moehrl v. Nat’l Assn. of Realtors* (N.D. Ill. Oct. 18, 2022) (Doc. 372). The New York Objectors ignore or misrepresent these analyses.<sup>10</sup> *See also Burnett* Trial Transcript at Tr. 1908:6-7 (noting that in REBNY “[t]his is one version of the practice of cooperative compensation”); D’s Ex. 3785 (REBNY rules discussed at *Burnett* trial). Thus, the challenged REBNY rules were not “wholly unrelated” to *Burnett* or *Gibson*.

*Fourth*, the New York Objectors tack on to the end of their filings a laundry list of other objections almost entirely devoid of legal authority or explanation. To the extent the Court considers these objections at all, it should reject them.

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<sup>10</sup> The New York Objectors also incorrectly assert that NAR’s Mandatory Offer of Compensation Rule was adopted in 1996—after REBNY left NAR. Doc. 470 at 3. In fact, the *Gibson* Complaint alleges that the “[i]n **1992**, NAR adopted the Buyer Broker Commission Rule as part of its Handbook on Multiple Listing Policies” and that, prior to that date, NAR had similarly anticompetitive rules that mandated cooperative compensation to subagents. Compl. ¶¶ 133, 136 (emphasis added).

(A) The New York Objectors assert that the Class Representative “do not have standing” to settle their claims. Doc. 467 at 13. Yet they fail to point to any authority showing whether or how standing is relevant to settlement approval. Regardless, the Class Representatives allege that they were injured as part of the same anticompetitive conspiracy that impacts sellers of homes on REBNY RLS. That is sufficient.

(B) The New York Objectors complain that the total settlement amount is inadequate to fully compensate them for their injuries. But as described above, that is not the proper legal standard for assessing adequacy. The New York Objectors further claim that Plaintiffs have not provided evidence of the Settling Defendants’ ability to pay limitations. That is incorrect. *See* Berman Decl. at ¶¶ 2, 6-11. In addition, Settling Defendants Douglass Elliman and Compass are publicly traded companies whose financial records are publicly accessible. Despite that fact, the New York Objectors make no effort to analyze those records or explain how they show that the Settlements are inadequate.

(C) Although the New York Objectors concede that the practice changes reflected in the settlements are a “commendable step in the right direction,” they vaguely complain that those changes could have been stronger and lasted longer. Doc. 470 at 15. But that is true in essentially any settlement that is the product of compromise and is not a basis for rejecting the Settlements here. Even so, the New York Objectors say nothing about what other practice changes should have been included or how it would have been practical to obtain such practice changes from the Settling Defendants, rather than from REBNY—which is not released by the Settlements.

(D) The New York Objectors also incorrectly assert that Class members who sold homes on REBNY have not been given guidance on whether they “will be provided a *pro rata* distribution” or if the higher commissions some of those Class members paid will be reflected in

claim payments. Doc. 470 at 15. In fact, the settlement website advises both that: (i) settlements payment “will take into account the amount of commissions class member claimants paid to a real estate broker or agent”; and (ii) “[t]o the extent the value of total claims exceeds the amount available for distribution from the settlement funds, each class member’s share of the settlement may be reduced on a pro rata basis.” Settlement FAQ 11.<sup>11</sup>

(E) Objector Friedman asserts, with no basis whatsoever, that the Settlements’ inclusion of sellers who listed homes on REBNY “appears to be the product of a so-called ‘collusive settlement.’” Doc. 467 at 14. As discussed above at length, Class Counsel diligently sought to obtain the largest possible recovery on behalf of the nationwide, given the strength and risks of the litigation, including the Settling Defendants’ financial limitations. The New York Objectors fail to point to any supposed evidence suggesting otherwise, beyond the mere fact that overlapping claims in a different lawsuit are within the scope of the release. That is not a basis for rejecting the Settlements.

Finally, the vast majority of Class members from New York favor approval of the Settlements. Although the claims deadline is still months away, over 13,000 New York residents have already submitted claims; and none have objected (aside from the clients of counsel with competing class litigation). Keough Decl. at ¶ 51. If the Settlements are not approved, many of these Class members risk receiving no compensation for their injuries.

### **3. The Court Should Overrule the *Batton* Objections (Doc. 471 (Mullis))**

The *Batton* objectors seek to carve out indirect purchaser buyer claims from the releases. But that request ignores reality. Every class member sold a home during the class period, and most also bought homes. After all, few people sell a home without first buying it. And most home sellers

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<sup>11</sup> <https://www.realestatecommissionlitigation.com/gibson-faq>

then buy a different home with the proceeds because they need somewhere to live. Thus, most Class members had possible claims both as home sellers and home buyers. Yet, Settling Defendants quite reasonably balked at paying large amounts in settlement only to have the same people they just paid sue them again for the same alleged antitrust conspiracy.

The parties carefully crafted the releases to incorporate the Eighth Circuit’s “same factual predicate” standard, and to otherwise comply with federal law. This standard recognizes that basic fairness stops a party from suing twice for the same wrong. When cases go to final judgment, res judicata bars relitigating not only the claims tried, but also claims that “could have been raised” in that action. *Brown v. Kansas City Live, LLC*, 931 F.3d 712, 714 (8th Cir. 2019). The same holds true in class actions litigated to conclusion. *In re General Am. Life Ins. Co. Sales Practices Litig.*, 357 F.3d 800, 803 (8th Cir. 2004). And for class judgments that arise from settlement, courts have developed a parallel test that gives preclusive effect to all claims—even those not pleaded—that “arise out of the same factual predicate as the pleaded claims.” *In re Uponor, Inc., F1807 Plumbing Fittings Prods. Liab. Litig.*, 716 F.3d 1057, 1065 (8th Cir. 2013). The same rules apply because “the situation is analogous to the barring of claims [under res judicata] that could have been asserted in the class action.” *Thompson v. Edward D. Jones & Co.*, 992 F.2d 187, 191 (8th Cir. 1993) (quoting *TBK Partners, Ltd. v. Western Union Corp.*, 675 F.2d 456, 461 (2d Cir. 1982)).

Each settlement incorporates the *Uponor* standard by limiting the term “Released Claims” to include only causes of action “arising from or relating to conduct that was alleged or could have been alleged in the Actions based on any or all of the same factual predicates for the claims alleged in the Actions . . . .” Compass Settlement Agreement at ¶ 11. In addition, “[f]or avoidance of doubt” as to enforceability, the releases “extend[] to, but only to, the fullest extent permitted by law.” Compass Settlement Agreement at ¶ 28. By using these legal terms of art, the parties

correctly restricted the releases' scope. The Class members would have been bound by res judicata if the case had proceeded to final judgment, and the releases impose no greater preclusive effect from settlement. The releases also apply only to people who accept benefits under the settlement. Every class member is free to weigh their competing claims and make a choice. If they choose to accept benefits under the settlement, then they release all claims, including indirect purchaser buyer claims. Or they can opt out and pursue buyer claims either individually or in *Batton* (should a court ever certify that class). And people with buyer-only claims are completely unaffected because they are not part of the class.

The *Batton* objectors argue that the settlements release indirect purchaser buyer claims “for no additional consideration.” Doc. 471 at 8. Having properly limited the scope of the releases based on the “same factual predicate” standard, however, the parties were under no further obligation to assign separate settlement values to every distinct claim that Class members might have asserted. As the Eighth Circuit recognized in *In re General American Life Insurance Co. Sales Practices Litigation*, 357 F.3d 800, 805 (8th Cir. 2004), that argument ignores “the way settlements usually work.”

Like the objectors here, the *General American* plaintiff tried to void a class settlement release by complaining that “the class representative gave away all modal-billing claims (in the release) and received nothing in exchange for them.” *Id.* Thus, the argument went, class members (including the plaintiff) received compensation for one type of claim, but “plaintiff and others similarly situated received nothing for their modal-billing claims.” *Id.* But the Court rejected this contention because it ignored the give-and-take nature of the settlement process:

It simply is not true that modal-billing claims were given away for nothing. It is true that no separately stated consideration was paid for those claims, but that is quite another thing. In addition to the claims specifically pleaded in the class action, all claims related to policy charges, necessarily including modal-billing claims,

were released. The release of the latter category of claims was one of a series of benefits conferred on the defendant by the class as part of the settlement. On the other side, defendant conferred benefits on the plaintiff class, including a monetary settlement, from which the plaintiff in this case has benefitted, and a claims-evaluation procedure that could produce additional relief. No part of the consideration on either side is keyed to any specific part of the consideration of the other. Each side gives up a number of things.

*Id.*; accord *Wal-Mart Stores, Inc. v. Visa U.S.A., Inc.*, 396 F.3d 96, 113 (2d Cir. 2005) (quoting same). The Eighth Circuit further declined to enmesh itself in trying to determine “the relative value of the modal-billing claims,” and instead deferred to the judgment of the class representative and class counsel that releasing all claims arising from the same factual predicate “was a proper thing to give up to obtain the benefits offered by General American.” *In re General Am.*, 357 F.3d at 805.

The same applies here. Plaintiffs bargained for and obtained great benefits: money at the limits of Defendants’ ability to pay, along with injunctive relief eliminating the challenged business practices. This relief is immediate and certain, eliminating litigation and bankruptcy risk threatened by complex additional proceedings. But every negotiation has two sides, and Plaintiffs made the judgment that providing a release tracking federal law by releasing all claims arising from the same conspiracy was “a proper thing to give up to obtain the[se] benefits.” *Id.* There was no “discount applied” to buyer claims because “[n]o part of the consideration on either side” was “keyed to any specific part of the consideration of the other.” *Id.* Rather, a complete release—including indirect purchaser buyer claims—was “part of the consideration necessary to obtain [one of] the largest antitrust settlement[s] in history.” *Wal-Mart Stores*, 396 F.3d at 113. Nor were any Class members bound by this determination involuntarily; dissenters retained the right to opt out. The *Batton* objectors have offered no evidence to enable the Court to second-guess Plaintiffs’ determination, and the Court should decline to do so.

The *Batton* objectors also argue that indirect purchaser buyers require their own subclass. Yet “[a] class need not be subdivided merely because different groups within it have alternative legal theories for recovery or because they have different factual bases for seeking relief.” 7AA C. Wright & A. Miller, *Federal Practice and Procedure: Civil* § 1760 (3d ed. June 2024 update). Rather, conflicts arise (and subclasses are required) only “when the class is found to have members whose interests are divergent or antagonistic.” *Id.*; *see also DeBoer v. Mellon Mortg. Co.*, 64 F.3d 1171, 1175 (8th Cir. 1995) (“There is no indication that DeBoer’s interest was antagonistic to the remainder of the class or that the claims were not vigorously pursued.”). *Cf. Petrovic*, 200 F.3d at 1146 (“If the objectors mean to maintain that a conflict of interest requiring subdivision is created when some class members receive more than other class members in a settlement, we think that argument is untenable. It seems to us that almost every settlement will involve different awards for various class members.”). No such conflict of interest is presented here.

The only people included in the settlement—and thus the only people giving any release—are people who sold homes during the class period.<sup>12</sup> Their interests are common and focused on achieving the greatest relief for the class. *See In re Corrugated Container Antitrust Litig.*, 643 F.2d 195, 208 (5th Cir. 1981) (“[S]o long as all class members are united in asserting a common right, such as achieving the maximum possible recovery for the class, the class interests are not antagonistic for representation purposes.”). That many of these Class members also bought homes during the class period does not make their interests divergent or antagonistic.

The Supreme Court’s decisions in *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591 (1997), and *Ortiz v. Fibreboard Corp.*, 527 U.S. 815 (1999), provide no support for objectors’ argument.

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<sup>12</sup> People who only bought homes during the class period are not Class members. They have released nothing and can continue to litigate indirect purchaser claims for damages should they so desire.



As the Eighth Circuit has recognized, *Amchem* and *Ortiz* were completely different product liability cases that involved stark conflicts of interest not present here. *Petrovic*, 200 F.3d at 1146. Both cases represented attempts to settle all asbestos cases, now and forever. *Id.* The “injuries involved in those cases were extraordinarily various, both in terms of the harm sustained and the duration endured.” *Id.* Worse yet, the diseases had a latency period of up to 40 years, meaning that many class members currently suffered from no illness. *In re Target Corp. Customer Data Sec. Breach Litig.*, 892 F.3d 968, 975 (8th Cir. 2018) (discussing *Amchem*). The Eighth Circuit stated that this latency period created an inherent conflict “between class members who already had asbestos-related injuries (and who would want to maximize immediate payout) and class members who might develop asbestos-related injuries in the future (and who would want to maximize testing, protection from inflation, and future fund size).” *Petrovic*, 200 F.3d at 1146. Adding to the problem, “the settlement offered no assurance that sufficient funds would remain to protect the interests” of future claimants. *In re Target Corp.*, 892 F.3d at 975 (discussing *Amchem*). In other words, both *Amchem* and *Ortiz* involved a strong likelihood that some claimants would be paid, but others (numbering in the hundreds of thousands) would receive nothing. That concern is not present here, where every class member sold a home and therefore will receive compensation. The settlements leave no Class members out.

The *Batton* objectors imply that *Amchem* and *Ortiz* require subclasses whenever Class members claim different amounts or types of damage. But *Petrovic* forecloses that argument. *Petrovic* was a class action arising from underground oil seepage originating from a petroleum refinery. In crafting settlement relief, the parties created three zones, labeled A, B, and C. Claimants in Zone A, situated above the underground oil, were “guaranteed to receive 54 percent of the value of their properties.” *Petrovic*, 200 F.3d at 1145. Claimants in the surrounding Zone B

were guaranteed \$1,300 per property. *Id.* And claimants in Zone C, the area farthest removed from the oil, could apply for compensation only by proving damage. *Id.* Faced with objectors from different zones, the Eighth Circuit held that *Amchem* and *Ortiz* required no subclasses: “If the objectors mean to maintain that a conflict of interest requiring subdivision is created when some class members receive more than other class members in a settlement, we think that the argument is untenable.” *Id.* at 1146. Indeed, “almost every settlement will involve different awards for various class members.” *Id.*

The same is true here. Every Class member stands to gain from the settlements, both in terms of money and injunctive relief. Each Class member could try to prove individual damages at trial and these amounts would all vary. But courts approve class settlements all the time that forgo these individual determinations. Indeed, the most common method for allocating settlement funds in antitrust cases is on a *pro rata* basis. *In re Namenda Direct Purchaser Antitrust Litig.*, 462 F. Supp. 3d 307, 316 (S.D.N.Y. 2020) (“courts uniformly approve as equitable” plans in antitrust cases that “allocate[] funds among class members on a *pro rata* basis.”); *see also Cardizem CD Antitrust Litig.*, 218 F.R.D. 508, 531 (E.D. Mich. 2003) (approving *pro rata* distribution of settlement fund as fair and reasonable).

*Amchem* and *Ortiz* also presented procedural settlement problems not presented here. As the Eighth Circuit recognized, each involved a settlement before litigation, presenting the district court with a complaint, proposed class, and proposed settlement all at the same time. *Petrovic*, 200 F.3d at 1145-46. This deprived the trial courts of “the opportunity, present when a case is litigated, to adjust the class, informed by the proceedings as they unfold.” *Id.* at 1146 (quoting *Amchem*, 521 U.S. at 620). This case, by contrast, arises from facts extensively developed during the *Burnett* litigation and trial, giving the Court an extensive record on which to base its findings. *Id.* In

addition, *Amchem* and *Ortiz* presented the possibility of collusion between class counsel and the defendants. *Id.* No objector meaningfully alleges here any facts reflecting such collusion in connection with these settlements. The difficulties associated with *Amchem* and *Ortiz* therefore are not present.<sup>13</sup>

The *Batton* objectors also fail to demonstrate that the class representatives or counsel provided inadequate representation. The mere fact that some Class members might allege indirect purchaser buyer claims presents no divergent interests that would preclude general representation of an undivided class. This is because “[t]he interests of the various plaintiffs do not have to be identical to the interests of every class member; it is enough that they ‘share common objectives and legal or factual positions.’” *Petrovic*, 200 F.3d at 1148 (quoting 7A Wright, Miller, and Kane, *Federal Practice and Procedure: Civil 2d* § 1769 at 367 (2d ed. 1986)). All Class members here “share the common objective” of ending Defendants’ anticompetitive conspiracy and recovering the excessive commissions they paid as a result of that conspiracy. *In re Uponor, Inc., F1807 Plumbing Fittings Prods. Liab. Litig.*, 716 F.3d 1057, 1064 (8th Cir. 2013).

The *Batton* objectors brush aside the valuable injunctive relief obtained by the settlements. But the financial payments to Class members are “not the only, or perhaps even the primary, benefit of the settlement agreement[s].” *Marshall*, 787 F.3d at 509. Rather, “the injunctive relief

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<sup>13</sup> The *Batton* objectors’ other cases are similarly distinguishable. See *In re Bank of America Securities Litig.*, 210 F.R.D. 694, 712 (E.D. Mo. 2002) (finding settlement unreasonable where it allocated no damages to set of claims that plaintiffs had previously pursued and represented as among the strongest in the case); *Branson v. Pulaski Bank*, No. 4:12-CV-01444-DGK, 2015 WL 139759, at \*6-7 (W.D. Mo. Jan. 12, 2015) (rejecting settlement where there was no evidence of the merits of plaintiffs’ claims and settlement appeared to stem from unequal bargaining power); *Martin v. Cargill, Inc.*, 295 F.R.D. 380, 385-87 (D. Minn. 2013) (rejecting proposed settlement submitted the day after complaint was filed when the court had no information about the potential damages or relative strengths and weaknesses of claims). The rest are cases where there were intractable conflicts between subclasses of class members holding present, known claims and those holding claims for potentially future, unknown injuries.

offered under the settlement[s] has value to all class members.” *In re Target Corp.*, 892 F.3d at 974 n.6; *accord Sullivan v. DB Invs., Inc.*, 667 F.3d 273, 329 (3d Cir. 2011) (en banc) (argument that some class members “receive no money” fails because it “fails to acknowledge the injunctive relief offered by the settlement,” which “is intended to benefit all class members regardless of individual monetary recovery.”). The practice changes achieved by the settlements completely remake the residential housing market and will save **all** Class members many billions of dollars by lowering commissions on future home sales.

The *Batton* objectors also ignore the fact that the only people included in the settlements are people who sold homes during the class period. People who only bought homes are not Class members. Individuals who only purchased houses during the class periods can litigate indirect purchaser buyer claims any way they desire, whether individually or in *Batton*. *Batton* itself will continue to be litigated. This is not a case where anyone is releasing claims without compensation. Instead, all Class members “share the common objective of maximizing their recovery from [Defendants] for the same alleged misconduct.” *Schutter v. Tarena Int’l, Inc.*, No. 21-CV-3502, 2024 WL 4118465, at \*5 (E.D.N.Y. Sept. 9, 2024).

For these reasons, Objectors’ reliance on *In re Literary Works in Elec. Databases Copyright Litig.*, 654 F.3d 242 (2d Cir. 2011), is off the mark. *Literary Works* involved a settlement that placed claims in groups A, B, and C (each group arising under a different provision of the Copyright Act). *Literary Works*, 654 F.3d at 246. If claims exceeded a set cap, then Category C claims would be reduced first and might be eliminated entirely. *Id.* The Second Circuit therefore found a lack of adequate representation because Category A and B claims were “more lucrative” than Category C and “because the reduction of Category C claims could ‘deplete the recovery of Category C-only plaintiffs in their entirety before the Category A or B recovery would be

affected.” *In re Equifax Inc. Customer Data Sec. Breach Litig.*, 999 F.3d 1247, 1277 (11th Cir. 2021) (quoting *Literary Works*, 654 F.3d at 252, 254). The settlement agreements here, by contrast, present “no risk that any members of the class will have their ability to get settlement benefits reduced to zero because some other members got more relief from the settlement.” *Id.* Instead, “all class members are entitled to the same class benefits.” *Id.* Again, the fact that many Class members both bought and sold a home presents no “fundamental conflict” that requires the use of subclasses or additional lawyers.

The *Batton* objectors also complain that “the settling parties have not made any plan of allocation available.” Doc. 471 at 5. But this argument is premature and should be raised in the allocation phase. “[C]ourt approval of a settlement as fair, reasonable and adequate is conceptually distinct from the approval of a proposed plan of allocation.” 2 *McLaughlin on Class Actions* § 6:23 (20th ed. Oct. 2023 Update). “The prime function of the district court in holding a hearing on the fairness of the settlement is to determine that the amount paid is commensurate with the value of the case,” which “can be done before a distribution scheme has been adopted so long as the distribution scheme does not affect the obligations of the defendants under the settlement agreement.” *In re Agent Orange Prod. Liab. Litig.*, 818 F.2d 145, 170 (2d. Cir. 1987).<sup>14</sup> Once the

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<sup>14</sup> See also *In re Washington Pub. Power Supply Sys. Sec. Litig.*, MDL No. 551, 1988 WL 158947, at \*4 (W.D. Wash. July 28, 1988) (“[D]eferral of allocation decisions is routinely followed in” these circumstances because “the appropriate allocation among class members can best be determined when further settlements have been achieved or the litigation is completely resolved.”); *In re Domestic Airline Travel Antitrust Litig.*, 378 F. Supp. 3d 10, 22 (D.D.C. 2019) (“In a case such as this, involving a large number of Class Members and two Non-Settling Defendants, it would be inefficient to distribute and process claims until the entire case has been resolved through litigation or otherwise and the Total Funds Available for Distribution are known.”); *In re Packaged Ice Antitrust Litig.*, No. 08-MD-01952, 2011 WL 717519, at \*2 (E.D. Mich. Feb. 22, 2011) (developing plan of allocation is properly delayed until after final approval of settlement where “the potential for additional settlements with other Defendants . . . may affect the final plan of allocation”); *Manual for Complex Litigation, Fourth* § 21.312 (2005) (“Often . . . the details of allocation and distribution are not established until after the settlement is approved.”).

allocation plan is proposed, the Court will be in a position to consider that plan and approve “a second notice to Class Members, followed by a right to object and/or file a claim.” *In re Domestic Airline Travel Antitrust Litig.*, 378 F. Supp. 3d 10, 22 (D.D.C. 2019). That distribution decision will be “governed by the same standards of review applicable to approval of the settlement as a whole, *i.e.*, the distribution plan must be fair, reasonable and adequate.” *In re Namenda Direct Purchaser Antitrust Litig.*, 462 F. Supp. 3d 307, 316 (S.D.N.Y. 2020). Any Class members who disagree with the proposed allocations—*e.g.*, because they believe that plan insufficiently compensates home purchases—will be able to present such argument to the Court at that time. Nor do any Class members need allocation information in deciding whether to opt out of the settlements. The Eighth Circuit rejects the notion that Class members must be provided “a formula for calculating individual awards” when receiving notice—a description of the “potential aggregate payout” is enough. *Petrovic*, 200 F.3d at 1153.

Finally, the *Batton* objectors are wrong in arguing that buyer claims lie outside the same factual predicate as seller claims. In fact, releases in antitrust direct-purchaser settlements commonly cover all claims the settlement class members could raise against the settling defendant arising out of the same conspiracy, including when those direct purchasers may also have indirect-purchaser claims. *See, e.g., In re Transpacific Passenger Air Transportation Antitrust Litigation* (N.D. Cal, 07-cv-5634), ECF No. 900-2 § 1.11 (releasing “any and all claims . . . on account of, arising from, or in any way related to, the pricing of passenger air transportation by JAL or Defendants . . . with respect to the facts, occurrences, transactions or other matters that were alleged or could have been alleged [in the action] . . . regardless of legal theory, and regardless of the type or amount of relief or damages claimed”); *In re: Processed Egg Products Antitrust Litigation* (E.D.P.A., MDL 2002), ECF No. 349-1 ¶ 25 (similar); *In re Intuniv Antitrust Litigation*

(D. Mass., 16-cv-12653), ECF No. 480-1 ¶ 10 (similar); *In re: Prograf Antitrust Litigation* (D. Mass. 1:11-md-2242), ECF No. 652-2 ¶ 10(a) (similar); *In re Pre-Filled Propane Tank Antitrust Litigation* (W.D. Mo. 14-md-2567 / MDL No. 2567), ECF No. 362-1 ¶ 12 (similar); *In re HIV Antitrust Litigation* (N.D. Cal, 19-cv-02573), ECF No. 711-2 at 11-12 (similar); *In re Broiler Chicken Antitrust Litigation* (N.D. Ill. 16-cv-8637), ECF No. 3324, ¶ 26 (similar). Courts have approved these settlements even over objections that the settlement improperly released or otherwise devalued a subset of claims. *See In re Transpacific Passenger Air Transportation Antitrust Litig.*, 701 F. App'x 554, 555-56 (9th Cir. 2017) (“The district court properly certified the settlement class and was not obligated to create subclasses for purchasers of U.S.-originating travel and direct purchasers of airfare. Federal Rule of Civil Procedure 23(a) does not require a district court to weigh the prospective value of each class member’s claims or conduct a claim-by-claim review when certifying a settlement class.”); *In re HIV Antitrust Litig.*, No. 19-CV-02573-EMC, 2023 WL 7397567, at \*1 (N.D. Cal. Nov. 8, 2023) (rejecting indirect purchasers’ request to set aside portion of direct-purchaser settlement).

Simply comparing the *Batton* complaint with Plaintiffs’ complaint here shows that the buyer claims arise from the same factual predicate as the seller claims. *See also Batton I*, Mar. 5, 2021 Plaintiffs’ Initial Joint Status Report, No. 21-cv-00430, at Doc. 48 (“In filing this case, Plaintiff took the position that this case is related to *Moehrl v. NAR et al.*”); *Id.* at Doc. 59 – Transcript of Proceedings held on Mar. 23, 2021 (reflecting Mullis’s counsel’s representation that *Moehrl* “raises substantially similar allegations”). All such claims arise from the same common nucleus of operative facts, and any Class member with both seller and buyer claims would “ordinarily be expected to try them all in one judicial proceeding.” *North Dakota v. Lange*, 900

F.3d 565, 568-69 (8th Cir. 2018). The Court therefore should reject the *Batton* objectors' attempt to force claim splitting between the seller and buyer claims.

## **VII. CLASS CERTIFICATION REMAINS APPROPRIATE**

In its Preliminary Approval Orders, the Court provisionally certified the Settlement Class for settlement purposes, finding that the class met each of Rule 23(a)'s numerosity, commonality, typicality, and adequacy requirements, and that the class met each of Rule 23(b)(3)'s predominance and superiority requirements. The Court was able to draw on its experience of overseeing related litigation for over five years in doing so. Nothing has changed since the Court's ruling to call the Court's conclusions regarding class certification into question. Accordingly, for the reasons set forth in the Preliminary Approval Motions and Orders, Plaintiffs ask that the Court certify the Settlement Class.

## **VIII. THE COURT SHOULD CERTIFY ITS ORDER AS FINAL**

Finally, Plaintiffs and the Settling Defendants jointly request that this Court direct entry of a partial final judgment with respect to the Settlement Class's claims against the Settling Defendants pursuant to Federal Rule of Civil Procedure 54(b). Entry of a partial final judgment is appropriate here because there is no just reason to delay the practice change relief reflected in the Settlements or payments to Class members. It is also equitable to the Settling Parties to have a resolution as soon as possible in light of the arguments made in the record, and it is efficient because settlement approval leaves no remaining issues as to these Settling Defendants.

## **IX. CONCLUSION**

The Settlement Agreements in this action with Compass, Real Brokerage, Realty ONE, @properties, Douglas Elliman, Redfin, Engel & Völkers, HomeSmart, and United Real Estate Defendants achieve the goals of the litigation, benefit the Settlement Class, and account for the



risks and uncertainties of continued, vigorously contested nationwide litigation. For the reasons set forth herein, the Settlements are fair, reasonable, and adequate, and merit final approval. Plaintiffs therefore respectfully request that the Court certify the Settlement Class, consider and overrule all objections to the Settlements, grant final approval of the Settlements, approve the requested attorneys' fees and expenses, and enter a final judgment as to the Settling Defendants. Plaintiffs will also submit a Proposed Final Approval Order for consideration by the Court.

October 24, 2024

Respectfully Submitted,

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# Exhibit 1

**IN THE UNITED STATES DISTRICT COURT FOR THE  
WESTERN DISTRICT OF MISSOURI  
WESTERN DIVISION**

DON GIBSON, LAUREN CRISS, JOHN  
MEINERS, and DANIEL UMPA, on behalf of  
themselves and all others similarly situated,

Plaintiffs,

v.

NATIONAL ASSOCIATION OF  
REALTORS, et al.,

Defendants.

Civil Action No. 4:23-cv-00788-SRB

[Consolidated with 4:23-cv-00945-SRB]

**DECLARATION OF ERIC L. DIRKS IN SUPPORT OF  
CLASS COUNSEL’S MOTION FOR MOTION AND SUGGESTIONS IN SUPPORT OF  
FINAL APPROVAL OF SETTLEMENTS WITH THE COMPASS, REAL  
BROKERAGE, REALTY ONE, @PROPERTIES, DOUGLAS ELLIMAN, REDFIN,  
ENGEL & VÖLKERS, HOMESMART, AND UNITED REAL ESTATE DEFENDANTS**

I, Eric L. Dirks, hereby declare as follows:

1. I am a partner at the law firm of Williams Dirks Dameron LLC in Kansas City, Missouri, and counsel for the Plaintiffs and the Classes in this action, *Gibson*, as well as the *Burnett* action (together with *Umpa* and *Moehrl* “the litigation”). I submit this declaration in support of Plaintiffs’ Motion for Final Approval of Settlements with the Compass, Real Brokerage, Realty One, @properties, Douglas Elliman, Redfin, Engel & Völkers, HomeSmart, and United Real Estate Defendants. I make this statement of my own personal knowledge, and if called to testify, would testify competently thereto.

2. The following is a brief description of my professional background. I am a founding partner of the law firm of Williams Dirks Dameron LLC, in Kansas City, Missouri where I focus my practice on complex litigation, including nationwide class actions. Before my

involvement in this litigation, I acted as counsel on over four dozen class and collective actions, settled numerous class actions, tried a class action to verdict and through appeal in federal court, and successfully argued the issue of class certification before the Missouri Supreme Court. As the Court is aware, my firm and our co-counsel successfully navigated the *Burnett* case from its infancy to a \$1.785 billion jury verdict.

3. I have spent the majority of my time over the past three-and-a-half years working on the litigation and am intimately familiar with all aspects of the *Gibson* and *Burnett* matters.

4. Based on my experience prosecuting the litigation and our research, the more than \$1 billion in Settlements obtained thus far collectively in the litigation represent the largest known consumer class recovery in litigation involving the real estate brokerage industry.

5. The Settlements are more than a large financial recovery for the class. The practice change relief set out in the Settlements is a substantial victory for class members and, in my opinion, will ultimately result in cost savings for consumers.

6. Based on my experience in handling class action litigation for the past two decades, I can say without a doubt that the Settlements constitute a fair and reasonable—indeed excellent—result for the class.

7. Our firm and co-counsel filed *Burnett* in 2019 and *Gibson* in 2023 and have collectively dedicated more resources to prosecuting the litigation than any other case in our firms' history. Prior to *Moehrl* and *Burnett*, there had never been a public prosecution or private settlement involving the modern Mandatory Offer of Compensation Rule. In other words, the litigation is the first to obtain monetary or injunctive relief with respect to the modern Mandatory Offer of Compensation Rule. Throughout the litigation, Defendants took the position that their conduct was lawful and that the cases lacked merit.

8. At the time we filed *Gibson*, the *Burnett* and *Moehrl* cases represented the only certified classes of plaintiffs involving the Mandatory Offer of Compensation / Buyer Broker Commission Rule. Our firm and co-counsel, along with class counsel in *Moehrl* (collectively “Class Counsel” or “co-counsel”), litigated the only cases involving the Mandatory Offer of Compensation / Buyer Broker Commission Rule until other plaintiffs began filing similar cases once they had the opportunity to observe our successes in the litigation.

9. Prior to and since filing *Gibson*, we undertook significant research into the Settling Defendants, their participation in NAR, their enforcement of the Mandatory Offer of Compensation Rule, and their market share and market presence. We reviewed publicly available information, including SEC filings, company websites, third party websites, YouTube videos, and other sources in order to investigate the connection between these companies and the practices found to be antitrust violations in *Burnett*. Counsel believed that each of the Defendants in this action followed and enforced the Mandatory Offer of Compensation / Buyer Broker Commission Rule and/or similar rules of non-NAR MLSs. *Id.* Plaintiffs and their counsel then filed detailed complaints against the Defendants and have diligently prosecuted the case through its early stages. Class counsel have handled various early steps in the case, including negotiating a scheduling order, preparing ESI and protective order, serving and responding to discovery, and responding to a variety of dispositive motions. We continue to prosecute *Gibson* against non-settling Defendants.

10. After we reached Settlements with Anywhere and RE/MAX, we continued litigating against Keller Williams, HomeServices, and NAR in the *Burnett* matter. We litigated all the way through trial in *Burnett*. We have now reached settlements with all *Burnett* and *Moehrl* defendants.



11. But we did not stop there. We filed the *Gibson* case in 2023 to obtain additional monetary and injunctive relief for the class. We combined our knowledge and experience from *Burnett* and *Moehrl* with additional research to identify additional companies that participated in the same anticompetitive agreement and practices alleged in *Burnett* and *Moehrl*.

12. Based on my two decades of experience prosecuting and serving as class counsel in numerous class actions, I can say that this litigation was the most unique, hotly-contested and fraught with risk that I have experienced. Moreover, the result came after years of litigation beginning with *Burnett* and *Moehrl*, and now including *Gibson* and *Umpa*.

13. All told, the various Defendants in the litigation were represented by no less than thirty well-respected defense firms including: Cooley; Quinn Emanuel Urquhart Sullivan; Skadden Arps, Slate, Meagher & Flom; Paul, Weiss, Rifkind, Wharton & Garrison LLP; Jones Day; Gibson Dunn & Crutcher; Crowell & Moring LLP; Vinson & Elkins; Wilmer Cutler Pickering Hale & Dorr LLP; O'Melveny & Meyers LLP; Pillsbury Winthrop Shaw Pittman LLP; DLA Piper LLP; Arent Fox Schiff; Holland & Knight; Faegre Baker Daniels; Morgan Lewis & Bockius; Foley & Lardner; MacGill PC; Barnes & Thornburg; MoloLamken; Polsinelli; Stinson; Shook Hardy and Bacon; Bryan Cave; Wagstaff & Cartmell; Brown & James; Lathrop GPM; Horn Aylward & Bandy; and Armstrong Teasdale.

14. In undertaking such a substantial commitment on behalf of the Settlement Class, we assumed tremendous risk because the claims were complex and expensive to prosecute. In *Burnett* and *Moehrl*, we defeated two sets of motions to dismiss, three motions to compel arbitration, five motions for summary judgment, and three efforts to reverse decisions by this court through appeals. We also took and defended over 80 depositions in *Burnett* and over 100 depositions in *Moehrl*. In addition, the litigation involved at least 20 different experts on liability

and damages who submitted numerous reports and testified at dozens of depositions. The damages experts for both parties reviewed and analyzed huge data sets including millions of rows of data. Expert testimony addressed a broad array of subject matters.

15. We reviewed a document discovery universe that included more than 5 million pages of documents, identifying hundreds of key documents that were later introduced as deposition and trial exhibits. Both sides also served numerous third-party subpoenas to MLSs, real estate brokerages, and other third parties. We also obtained and reviewed documents and data involving not only the MLSs in *Burnett* and *Moehrl*, but nationwide, including data involving non-NAR MLSs such as NWMLS, REBNY, and West Penn.

16. When we first brought the litigation, we faced considerable risk in establishing the defendants' liability, which required among other things establishing the existence of an agreement, each defendant's participation in that agreement, and the anticompetitive consequences of that agreement for sellers and others.

17. Liability was also far from the only risk we faced. Defendants in *Burnett* and *Moehrl* levied every conceivable challenge to class certification, expert testimony, and damages.

18. And the litigation has been unusually expensive to prosecute. This is due, in part, to the nature of litigating antitrust claims. But also that we were required engage experts to handle significant data processing and evaluation due to the large number of transactions involved.

19. It was only following a jury trial that most Defendants in the original *Burnett* action seriously entertained settlements at the ranges we have been able to achieve.

20. The present Settlements in this case were not reached until after the benefit of years of litigation in *Burnett* and *Moehrl* and after arms-length and adversarial negotiations with each Settling Defendant, including mediations with most.



a Compass – the parties engaged in extensive negotiation, ultimately reaching settlement after an all-day, in-person mediation conducted by Greg Lindstrom.

b Douglas Elliman – the parties engaged in extensive negotiation, ultimately reaching settlement after an all-day, in-person mediation conducted by Greg Lindstrom.

c Real Brokerage – the parties engaged in extensive negotiations, including an in person mediation conducted by Greg Lindstrom.

d Redfin – the parties engaged in extensive negotiations, including multiple sessions of direct negotiations and a remote mediation conducted by Greg Lindstrom.

e Engel & Völkers – the parties engaged in extensive negotiations, ultimately reaching settlement after a remote mediation conducted by Greg Lindstrom.

f Realty One – the parties engaged in extensive direct negotiations, including multiple meetings before reaching a settlement.

g @properties – the parties engaged in extensive negotiations, and reached settlement after a full-day remote mediation conducted by Greg Lindstrom.

h HomeSmart – the parties engaged in extensive negotiations, including a mediation with the Honorable Victor Howard, and reached a settlement several days after the mediation.

i United – the parties engaged in pre-mediation settlement discussions and reached a settlement following an in-person mediation with the Honorable Jay Daugherty.

21. In determining that the Settlements are in the best interest of the Class, Plaintiffs considered publicly available materials, their knowledge of the evidentiary record based on years of litigating the *Burnett* and *Moehrl* cases, and internal financial documents from each Settling Defendants to evaluate their financial position and ability to pay. The Settlements are in the best interests of the Settlement Class given the risks, delay, and uncertainty of further litigation, including motions to dismiss, class certification, summary judgment, arbitration issues, and appeal. Counsel for Plaintiffs considered these risks, as well as the strengths and weaknesses of the Classes' claims and potential claims in determining the Settlements were in the best interest of the Classes.

22. Each settlement was reached only after Class Counsel considered each settling Defendant's ability to pay, including the impact that continued and expensive antitrust litigation would have on each Defendant's financial position and, therefore, the size and likelihood of any recovery for the Class. In my opinion, the Settlements are fair, reasonable and adequate in light of the Settling Defendants' financial condition. A verdict similar to the *Burnett* verdict alone would bankrupt any of the Settling Defendants. And separate and apart from any judgment, continued litigation could financially cripple the Settling Defendants.

23. Moreover, due to the nature of joint and several liability, the Settlements do not constitute a maximum recovery for the class because Settlement Class Members will be eligible to participate in any related existing and future settlements. Thus, the Settlements obtained

meaningful relief for the classes with the opportunity for additional recovery. Indeed, as Class Counsel, we continue to strenuously litigate on behalf of the Settlement Class.

24. It is not in the best interest of this Settlement Class, the *Burnett* class, the *Moehrl* class, or any other class, to continue litigation and risk bankruptcy or financial devastation of any of the Settling Defendants.

25. I can say without a doubt that the Settling Defendants would only settle on a nationwide basis. For this reason, among others including the practice changes at issue, it was in the best interest of all class members to reach these nationwide Settlements.

26. I have been involved in the class notice process. I have personally responded to dozens of calls and emails from individuals who are Settlement class members.

27. The majority of these individuals simply had questions about whether and how to file a claim.

28. Some had more detailed questions, such as how much they stand to receive and how to file multiple claims.

29. The individuals who called or emailed me or my office, were generally satisfied with the responses they received and the vast majority spoke positively about the Settlements.

30. I told individuals who asked about their share of the Settlements, or a plan of allocation, that the plan of allocation will be formalized once more information is known about the total settlement picture and that claiming class members will be informed of that plan. But for each class member who asked this question, I told them that the claims will be allocated equitably and reduced on a pro rata basis. To give them a sense of the value of a claim, I also informed them of the number of claims received to date. Each of these individuals found this information helpful and had no follow up questions.

31. The Class Representatives invested significant time and effort on behalf of the class. Each *Gibson* class representative has worked closely with class counsel at all stages of the litigation and through settlement approval. Each class representative is currently working with counsel to respond to discovery requests and will likely sit for depositions. All of them were willing to put their names and reputations into the public domain in order to represent not only themselves but the entire class.

I declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that the foregoing is true and correct.

Executed this 24th Day of October 2024.



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Eric L. Dirks

# Exhibit 2

**IN THE UNITED STATES DISTRICT COURT FOR THE  
WESTERN DISTRICT OF MISSOURI  
WESTERN DIVISION**

DON GIBSON, LAUREN CRISS, )  
JOHN MEINERS, and DANIEL UMPA, )  
individually and on behalf of all others )  
similarly situated, )  
 )  
Plaintiffs, )  
 )  
v. )  
 )  
NATIONAL ASSOCIATION OF )  
REALTORS, et al., )  
 )  
Defendants. )

Case No. 4:23-cv-00788-SRB  
[Consolidated with 4:23-cv-00945-SRB]

**DECLARATION OF STEVE W. BERMAN IN SUPPORT OF PLAINTIFFS’  
MOTION FOR FINAL APPROVAL**

I, Steve W. Berman, state under oath, as follows:

1. I am the managing partner at Hagens Berman Sobol Shapiro LLP. I am admitted to this Court *pro hac vice* and am one of the attorneys for Plaintiffs. I am also an attorney for Plaintiffs in the *Moehrl* action. I submit this declaration in support of Plaintiffs’ motion for final approval. I have full knowledge of the matters stated herein and would testify to these facts if called upon.

2. Prior to agreeing to the settlements with the Settling Defendants, in conjunction with the other members of Plaintiffs’ co-lead counsel, we performed a thorough financial and legal analysis of each of these Defendants’ ability to fund a settlement or judgment in this case. Plaintiffs’ counsel employed this analysis in determining the Defendants’ ability and capacity to pay a settlement.

3. The estimated potential liability in this case is estimated to be in the tens of billions of dollars. Considering the significant size of the liability, each of the Defendants' ability or capacity to pay has become a significant factor in evaluating the fairness of the potential settlements to the Class

4. Our team for these analyses included Karl Barth, who in addition to being an attorney is a Certified Public Accountant and forensic accountant with more than 30 years' experience reviewing financial and legal information.

5. As a general matter, our factual analysis found that the real estate brokerage industry has declined precipitously since 2022, as can easily be seen by virtue of the declines in share price and market capitalization of all of its participants which counsel for Plaintiffs have studied. Brokerage companies have suffered huge losses beginning in 2022 and continuing through the present that have drained their financial positions (including their cash balances and net assets), and have harmed their ability to generate profits into the future.

6. We also specifically investigated the ability to pay of each of the settling defendants. These "ability to pay" analyses considered various legal and financial metrics relevant to each company's current ability to fund a settlement or judgment in this case. Specifically, we considered each company's: i) current net asset position and liquidation value; ii) value as a going concern (including future profitability and cash flows); iii) current borrowing capacity; iv) ability to issue additional stock or equity; v) potential for filing for bankruptcy protection; and vi) contractual or other legal impediments to using existing assets to fund a settlement. As part of this process, we obtained detailed financial records from each of the settling defendants.

7. As part of our analysis, we examined the liquidation value of the companies. The current liquidation value of a company approximates the value of a company if its assets were sold

and its existing liabilities were paid from the proceeds. The value that the Class could receive in such a liquidation is also impacted by security agreements or other liens on the company's assets. Further, the likely recovery for the Class in the event a Defendant files for bankruptcy is also considered in this phase. The amount of any potential cash settlement is judged against this liquidation value.

8. In addition, we also examined the "going concern" value of the companies. The "going concern" value of a company approximates the current value of a business as the present value of its future cash flows, adjusted by an appropriate discount rate. The going concern value, including the estimated cash flows and net income for the upcoming several years, is assessed and considered with respect to a company's ability: a) to make payments over the next several years; b) to borrow money to use in payment of the settlement; and c) to issue stock as part of the settlement or to sell stock or equity to third parties.

9. Our investigation considered several financial metrics in assessing the Defendants' likely future profitability, but we primarily relied upon the Defendants' most recent Net Income (as calculated pursuant to Generally Accepted Accounting Principles) and Cash Flows, also as calculated pursuant to GAAP standards.

10. In addition, prior to settling with the Defendants, we undertook extensive analysis of their expected future financial condition by performing a financial review of important financial results and forecasts. We also did a review of certain parameters and limitations directly impacting their capacity to pay a settlement amount.

11. As part of our investigation, we determined that none of the settling defendants here could withstand a judgment similar to the verdict reached in *Burnett*, or the significantly greater potential liability that they faced here.



12. Based on these analyses, particularly in light of our perception of the risk that the Companies could ultimately file bankruptcy if a settlement could not be reached, we concluded that the proposed settlements were the largest amount that we could realistically expect to collect from each of the Defendants in settlement.

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

Executed this 24th day of October, 2024, at Seattle, Washington.

/s/Steve W. Berman

STEVE W. BERMAN

# Exhibit 3

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF MISSOURI  
WESTERN DIVISION**

DON GIBSON, LAUREN CRISS, JOHN MEINERS, and  
DANIEL UMPA, on behalf of themselves and all others  
similarly situated,

Plaintiffs,

v.

THE NATIONAL ASSOCIATION OF REALTORS, et al.,

Defendants.

Case No. 4:23-cv-00788-SRB

**DECLARATION OF JENNIFER M. KEOUGH  
REGARDING NOTICE PLAN PROGRESS**

I, Jennifer M. Keough, declare as follows:

1. I am Chief Executive Officer, President, and Co-Founder of JND Legal Administration LLC (“JND”). I have more than 20 years of legal experience creating and supervising notice and claims administration programs and have personally overseen well over 1,000 matters. I am regularly called upon to submit declarations in connection with JND’s notice and administration work. A comprehensive description of my experience is attached as **Exhibit A**.

2. This Declaration describes the implementation of the Notice Plan, as outlined in my Declaration Regarding Proposed Notice Plan, filed April 29, 2024 [Docket 161-8].

**NOTICE PROGRAM SUMMARY**

3. The Notice Program consisted of the following elements:

a. Direct Notice to all potential Settlement Class Members for whom the Settling Defendants provided contact information or for whom contact information was located through third-party data.

b. A targeted digital effort with the leading digital network (Google Display Network - “GDN”), the top social media platform (Facebook), and a respected programmatic partner (OMTD).

c. A notice placement in a popular consumer magazine (*People*).

d. Additional efforts including an internet search campaign to assist interested potential Settlement Class Members in finding the case website, the distribution of a national press release, and sponsorships with popular class action websites (TopClassActions.com and ClassAction.org).

e. An established case-specific Settlement website where information about the Settlements, as well as copies of relevant case documentation, including but not limited to the Settlement Agreements, the Long Form Notice (attached as **Exhibit B**), and the Claim Form (attached as **Exhibit C**), is accessible to Settlement Class Members. Settlement Class Members are also encouraged to file claims online through a secure portal on the website.

f. An established toll-free telephone number with an Interactive Voice Recording system (“IVR”) and staffed with Settlement Representatives that Settlement Class Members may call to obtain more information about the Settlements and request copies of the Long Form Notice and Claim Form.

4. Based on my experience in developing and implementing class notice programs, I believe the Notice Plan met, and exceeded, the standards for providing the best practicable notice

in class action settlements. Each component of the proposed Notice Program is described in more detail in the sections below.

### **DIRECT NOTICE**

5. To prepare direct notice to Settlement Class Members, JND worked with a third-party data aggregation service to acquire contact information for potential Settlement Class Members. JND also received data from At World Properties, Compass, Douglas Elliman, Engel & Völkers, HomeSmart, Real Brokerage, Realty ONE, Redfin, and United Real Estate (collectively, “Settling Defendants”). The files included, among other items, contact information for home buyers and sellers as well as details related to the home sale transactions.

6. JND promptly loaded the potential Settlement Class Members’ contact information into a case-specific database for the Settlements. A unique identification number was assigned to each potential Settlement Class Member record to identify them throughout the administration process.

7. JND conducted a sophisticated email append process to obtain email addresses for as many potential Settlement Class Members as possible. The email append process utilized skip tracing tools to identify any email address by which the potential Settlement Class Member may be reached if an email address was not provided in the initial data. JND then reviewed the data to identify any undeliverable email addresses and duplicate records.

### **EMAIL NOTICE**

8. Prior to sending the Email Notice, JND evaluated the email for potential spam language to improve deliverability. This process included running the email through spam testing

software, DKIM<sup>1</sup> for sender identification and authorization, and hostname evaluation. Additionally, we checked the send domain against the 25 most common IPv4 blacklists.<sup>2</sup>

9. JND used industry-leading email solutions to achieve the most efficient email notification campaign. Our Data Team is staffed with email experts and software solution teams to conform each notice program to the particulars of the case. JND provided individualized support during the program and managed our sender reputation with the Internet Service Providers (“ISPs”). For this program, we analyzed the data and monitored the ongoing effectiveness of the notification campaign, adjusting the campaign as needed. These actions ensured the highest possible deliverability of the email campaign so that more potential Settlement Class Members received notice.

10. JND utilized a verification program to eliminate invalid email and spam traps that would otherwise negatively impact deliverability. We then cleaned the list of email addresses for formatting and incomplete addresses to further identify all invalid email addresses.

11. To ensure readability of the email, our team reviewed and formatted the body content into a structure that is applicable to all email platforms, allowing the email to pass easily to the recipient. Before launching the email campaign, we sent a test email to multiple ISPs and opened and tested the email on multiple devices (iPhones, Android phones, desktop computers, tablets, etc.) to ensure the email opened as expected.

12. Additionally, JND included an “unsubscribe” link at the bottom of the email to allow potential Settlement Class Members to opt out of any additional email notices from JND.

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<sup>1</sup> DomainKeys Identified Mail, or DKIM, is a technical standard that helps protect email senders and recipients from spam, spoofing, and phishing.

<sup>2</sup> IPv4 address blacklisting is a common practice. To ensure that the addresses being used are not blacklisted, a verification is performed against well-known IP blacklist databases. A blacklisted address affects the reputation of a company and could cause an acquired IP address to be blocked.

This step is essential to maintain JND's good reputation among the ISPs and reduce complaints relating to the email campaign.

13. Emails that are returned to JND are generally characterized as either "Hard Bounces" or "Soft Bounces." A Hard Bounce occurs when the ISP rejects the email due to a permanent reason, such as the email account is no longer active. A Soft Bounce occurs when the email is rejected for temporary reasons, such as the recipient's email address inbox is full.

14. When an email was returned due to a Soft Bounce, JND attempted to re-send the email notice at least three additional times in an attempt to secure deliverability. If the Soft Bounce email continued to be returned after additional attempts were made, the email was considered undeliverable. Emails that resulted in a Hard Bounce were also considered undeliverable.

15. The email notice campaign commenced on July 23, 2024. JND emailed notice to all potential Settlement Class Members for whom JND obtained a valid email address from the third-party data aggregator, Settling Defendants, or the append process noted above. The email notice contained links to the Settlement Website and directed potential Settlement Class Members to visit the website to learn more information and submit an online claim.

16. As of the date of this Declaration, JND sent 25,940,643 email notices, of which 703,165, or 3%, bounced back and were not deliverable.

#### **POSTCARD NOTICE**

17. JND sent a color Postcard Notice to known potential Settlement Class Members for whom an email address was not available or for whom the Email Notice was deemed ultimately undeliverable.

18. Prior to sending the Postcard Notice, JND performed address research using the United States Postal Service ("USPS") National Change of Address ("NCOA") database to obtain

the most current mailing address information for potential Settlement Class Members. At my direction, JND staff tracked all Postcard Notices returned undeliverable by the USPS and promptly re-mailed Postcard Notices that were returned with a forwarding address. Also, with my oversight, JND staff took reasonable efforts to research and determine if it is possible to reach a potential Settlement Class Member for whom the Postcard Notice was returned without a forwarding address by mailing to a more recent mailing address at which the potential Settlement Class Member may be reached.

19. As of the date of this Declaration, JND sent 13,980,097 postcard notices to potential Settlement Class Members, of which 939,508 have been returned as undeliverable. Additionally, JND promptly forwarded 112,815 postcard notices to updated addresses.

20. As of the date of this Declaration, JND sent 107,569 postcard notices to updated addresses obtained through advanced address research.

21. The direct notice program here was extremely successful and reached more than 97% of the potential Settlement Class Members. While the direct notice program was extensive, JND also implemented a comprehensive media notice program to supplement the direct notice program, as discussed below.

### **DIGITAL NOTICE**

22. JND launched a robust nationwide digital reach effort from July 23, 2024, through September 3, 2024, with the Google Display Network (“GDN”) and OMTD, a programmatic partner.<sup>3</sup> In total, the digital reach effort delivered 313,464,890 impressions<sup>4</sup> to adults 35 years of

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<sup>3</sup> To assist with claims stimulation, the originally proposed activity with Facebook was shifted from the “reach” plan to a digital “conversion” plan detailed in the “Additional Efforts” section. The shift had no negative impact on overall impressions or reach.

<sup>4</sup> Impressions or Exposures are the total number of opportunities to be exposed to a media vehicle or combination of media vehicles containing a notice. Impressions are a gross or cumulative number that may include the same person more than once. As a result, impressions can and often do exceed the population size.



age or older (“Adults 35+”), with an emphasis on adults 35-64 years of age (“Adults 35-64”). The digital reach effort delivered 2,464,890 more impressions than originally planned.

23. To concentrate efforts on potential Settlement Class Members, a portion of the GDN activity specifically targeted homeowners and/or users who searched on Google for key terms related to this matter, such as home improvement, house renovation, home renovation, general contractor, residential general contractors, home building contractors, house renovation ideas, mortgage refinance interest rates, home refinance calculator, mortgage assistance, real estate investing, real estate, real estate agent commission, real estate commission fees, real estate commissions; or users who browsed websites similar to [www.hgtv.com](http://www.hgtv.com) or used apps similar to Houzz or Angi: Hire Home Service Pros.

24. All of the OMTD programmatic impressions targeted users based on length of residency being between 0-5 years and those who were likely homeowners to narrow our focus to potential Settlement Class Members who recently sold a home and moved to a new one.

25. Screenshots of the notices as they appeared on GDN and OMTD, are attached as **Exhibit D**.

26. From July 23, 2024, through September 3, 2024, JND caused 10,308,781 additional impressions to be served through Facebook and GDN’s Demand Gen platform. The Facebook effort specifically targeted users with an interest in home insurance, mortgage calculator, mortgage loans, mortgage insurance, or home equity loan. In addition, a portion was allocated toward users who visited the Settlement website, but had not yet submitted a claim (i.e., a “retargeting” effort). The Demand Gen conversion effort targeted Adults 35+, with an emphasis on Adults 35-64, and/or users who searched Google for relevant terms/phrases such as home improvement, house renovation, home renovation, general contractor, residential general contractors, home building

contractors, house renovation ideas, mortgage refinance interest rates, home refinance calculator, mortgage assistance, real estate investing, real estate, real estate agent commission, real estate commission fees, real estate commissions. Additionally, the Demand Gen effort targeted users who had demographics/qualities similar to those who had already visited the Settlement website and/or filed an online claim (i.e., “look-alike” targeting).

27. Screenshots of the notices as they appeared on Facebook and Demand Gen are attached as **Exhibit E**.

28. JND served the digital activity across all devices (desktop, laptop, tablet and mobile), with a heavy emphasis on mobile devices. The digital ads redirected users to the Settlement website, where Settlement Class Members could access more information about the Settlements, including the Long Form Notices, as well as file a claim electronically.

#### **PRINT NOTICE**

29. JND caused a full color half page notice placement to appear in the August 19, 2024 issue of *People* magazine which was on-sale August 9, 2024.<sup>5</sup> A QR code was placed in the print ad for easy, direct access to the Settlement website through mobile devices.

30. A copy of the print notice as it appeared in *People* is attached as **Exhibit F**.

#### **ADDITIONAL EFFORTS**

31. JND implemented additional efforts to further disseminate notice to Settlement Class Members, including an internet search campaign, the distribution of a national press release, and sponsorships with popular class action websites.

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<sup>5</sup> The originally planned notice placement with *Better Homes & Gardens* was not available during our scheduled campaign. As a result, the *Better Homes & Gardens* placement was replaced with an insertion in *People*, a comparable alternative in terms of reach.

32. **Google Search Campaign:** From July 23, 2024, through August 16, 2024, JND caused 43,181 impressions to be served through an internet search campaign. When purchased keywords/phrases related to the Settlements (e.g., content on the Settlement website landing page, legal names of the cases, as well as other case information) were searched, a paid Responsive Search Ad (“RSA”) with a hyperlink to the Settlement website would sometimes appear on the search engine results page. When the RSA was clicked on, the visitor was redirected to the Settlement website where they could get more information about the Settlements. The search effort was monitored and optimized for keywords/phrases that resulted in the best click-throughs/conversions.

33. Screenshots of the RSAs as they appeared online are attached as **Exhibit G**.

34. **Press Release:** JND caused a press release to be distributed on July 24, 2024, to over 6,000 English and Spanish media outlets nationwide. As of September 17, 2024, the press release was picked up 495 times with a potential audience of 113.2 million.

35. **Exhibit H** provides an Earned Media Report summarizing the media outlet coverage received from the press release. A copy of the press release as distributed in both English and Spanish is also attached as **Exhibit I**.

36. **Class Action Sponsorships:** JND implemented sponsorship efforts on two leading class action websites—TopClassActions.com and ClassAction.org—starting on July 31, 2024, through September 3, 2024. Activity included exposure on the class action sites’ featured settlement pages and in electronic newsletters, as well as on their social media channels: Facebook, Instagram, and X (formerly Twitter).

37. Screenshots of the different placements on the class action sites are attached as **Exhibit J**.

### **ADDITIONAL SETTLEMENT NEWS COVERAGE**

38. From July 24, 2024, through September 3, 2024, the Settlements received additional press coverage beyond the paid press release. Attached as **Exhibit K** is a sample list of over 470 online outlets covering the Settlements, along with several full articles from sources such as CNN.com, MSN.com, The-Sun.com, Yahoo Finance, NewYorkTimes.com, USA Today.com, PublicRadioTulsa.com, Time.com, HousingWire.com, RealEstateNews.com, and TheRealdeal.com. This news coverage further enhanced the reach and awareness of our Notice Program.

### **REACH**<sup>6</sup>

39. To calculate media reach, JND used MRI<sup>7</sup> and a Comscore<sup>8</sup> reach tool. According to these two reputable media reach platforms, the digital reach and print efforts alone reached more than 70% of potential Settlement Class Members, bringing the combined direct notice and media reach well beyond 98%. This is in addition to the notice of the Anywhere, Keller Williams, and RE/MAX Settlements which alone reached more than 95% of potential Settlement Class Members.

40. The extensive direct notice effort, digital conversion effort, internet search campaign, distribution of the national press release, class action sponsorships, and news coverage from both the previous and latest settlements extended reach far more. The reach delivered here is more robust than that of other court-approved programs and meets the high reach standard set forth by the FJC.

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<sup>6</sup> Reach is the percentage of a specific population group exposed to a media vehicle or a combination of media vehicles containing a notice at least once over the course of a campaign. Reach factors out duplication, representing the total number of different/net persons.

<sup>7</sup> MRI is a nationally accredited research firm that provides consumer demographics, product and brand usage, and audience/exposure in all forms of advertising media through probabilistic and address-based sampling. MRI is the leading producer of media and consumer research in the United States.

<sup>8</sup> Comscore's multi-reach platform provides unduplicated audiences across desktop, smartphone, and tablet devices.

### **SETTLEMENT WEBSITE**

41. An informational, interactive Settlement website was developed at my direction by JND staff so that potential Settlement Class Members can obtain more information about their rights and options under the Settlements and submit claims. The website contains, among other things, information about the Settlements, a Frequently Asked Questions section, a list of Key Dates and a list of Important Documents, the ability to download the Long Form Notice and Claim Form in both English and Spanish, the ability to submit claims electronically through a secure claim filing portal, a portal for Settlement Class Members to register to receive updates about the Settlements, and information about how potential Settlement Class Members can access the toll-free telephone number. The Settlement website is mobile-enabled and ADA compliant.

42. As of the date of this Declaration, JND has tracked a total of 2,121,186 unique users to the Settlement Website who registered 11,722,342 page views.

### **DEDICATED TOLL-FREE NUMBER**

43. JND established a dedicated toll-free telephone number with an automated IVR, available 24 hours a day, seven days a week, which provides Settlement-related information to potential Settlement Class Members, and the ability to request and receive the notices and the Claim Form by mail, or to speak to a Settlement representative.

44. As of the date of this Declaration, JND received 107,163 calls to the case toll-free number.

### **DEDICATED POST OFFICE BOXES**

45. JND established two separate United States Post Office Boxes: one dedicated for potential Settlement Class Members to submit letters, inquiries, and Claim Forms; and one dedicated strictly to receive exclusion requests.

### **QR CODE**

46. JND created a QR Code (a matrix barcode) which allows quick and direct access to the Settlement website through mobile devices. The QR Code is included, where practicable, in printed notice documents (i.e., the postcard and print publication notices).

### **CLAIMS RECEIVED**

47. The Claim Form explained the claims process and was designed to ensure that filing a claim is as simple as possible. While the printable Claim Form was available to potential Settlement Class Members, the direct notice portion of the Notice Program was designed to drive claimants to the Settlement website where they can utilize an interactive process for claims submission. Online claim forms not only save substantial money in postage but are generally favored by claimants since the wizard feature of the process will walk them through the form step by step and is very user-friendly. The online claim form process prevents claimants from submitting an electronic claim without clicking necessary verifications such as signature. Electronic claims also eliminate the step of manual data entry and generally make processing easier and less expensive.

48. The interactive Claim Form can be accessed through a secure portal and requests the same information from claimants that is set forth in the printable Claim Form. The interactive Claim Form was also designed to ensure that required information is provided before a claimant can move onto the next step of the Claim Form.

49. Broadly stated, to complete the Claim Form, the claimant needs to provide its name and contact information as well as identify, to the extent possible, information about the home sale, such as the address of the home sold, date of sale, amount of the total commission paid, and any documents to support the proof of payment.

50. All claimants may submit Claim Forms electronically through the Settlement website or physically by mail to the established Settlement P.O. Box.

51. As of the date of this Declaration, JND received 463,339 Claim Forms, of which 445,449 were submitted online through the Settlement Website and 17,890 by mail. Of the 463,339 Claim Forms received, 6,674 were received from the state of South Carolina, 13,901 were received from New York (of which 947 were in Brooklyn and 1,466 were in Manhattan), and 7,209 were received from the state of Nevada.

52. JND will continue to receive and process Claim Forms and report to Counsel on the status of the claims intake and review. The claim filing deadline is May 9, 2025.

### **OBJECTIONS AND OPT-OUTS**

53. Members of the Settlement Classes could have objected to the Settlements by October 3, 2024. Settlement Class Members could also have excluded themselves (“opted-out”) of one or more of the Settlements by the same date. The Long Form Notice explained these legal rights (and others) to potential Settlement Class Members.

54. As of the date of this Declaration, JND received or is otherwise aware of six (6) objections filed on behalf of nine (9) individuals.

55. As of the date of this Declaration, JND received or is otherwise aware of 46 requests for exclusion, of which all were timely and valid. Attached as **Exhibit L** is a list of all exclusion requests. In JND’s opinion, this is a small number of exclusion requests relative to the potential Settlement Class size of more than 30 million.

### **BULK FILER SUBMISSIONS**

56. JND has a complete process in place to allow for bulk filer submissions across all of its projects. We have a team that enables bulk filers to streamline the submission of their claims.

JND coordinated with bulk filers in this matter and will continue to do so throughout the claims process.

57. As of the date of this Declaration, JND received 3,598 bulk filer claims.

#### **CAFA NOTICE**

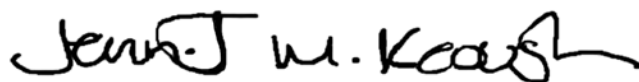
58. JND was responsible for effecting notice of the proposed Settlement with each Defendant in the above-captioned action pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1715 (“CAFA”). On May 9, 2024, JND sent CAFA Notice for @Properties, Compass, Douglas Elliman, Real Brokerage, and Realty One. On July 22, 2024, JND sent CAFA Notice for Engel & Volkers and Redfin. And, on July 25, 2024, JND sent CAFA Notice for the United Real Estate and HomeSmart Defendants.

#### **CONCLUSION**

59. In conclusion, the Notice Program provided the best notice practicable under the circumstances, is consistent with the requirements of Rule 23, the due process clause of the United States Constitution, and all applicable court rules; and is consistent with other similar court-approved notice programs. The Notice Program was designed to, and did, effectively reach as many Settlement Class Members as possible and provide them with the opportunity to review a plain language notice with the ability to easily take the next steps to learn more about the Settlements.

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

Executed on October 24, 2024, in Seattle, Washington.



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JENNIFER M. KEOUGH



# **EXHIBIT A**

# JENNIFER KEOUGH

CHIEF EXECUTIVE OFFICER AND CO-FOUNDER



I.

## INTRODUCTION

Jennifer Keough is Chief Executive Officer and Co-Founder of JND Legal Administration (“JND”). She is the *only* judicially recognized expert in all facets of class action administration - from notice through distribution. With more than 25 years of legal experience, Ms. Keough has directly worked on hundreds of high-profile and complex administration engagements, including such landmark matters as the \$20 billion Gulf Coast Claims Facility, \$10 billion BP Deepwater Horizon Settlement, \$3.4 billion Cobell Indian Trust Settlement (the largest U.S. government class action settlement ever), \$2.67 billion Blue Cross Blue Shield antitrust settlement, \$1.5 billion Mercedes-Benz Emissions Settlements, \$1.3 billion Equifax Data Breach Settlement, \$1 billion Stryker Modular Hip Settlement, National Assoc. of Realtors Settlements of over \$730 million thus far, \$600 million Engle Smokers Trust Fund, and \$215 million USC Student Health Center Settlement, and countless other high-profile matters.

Ms. Keough has been appointed notice expert in many notable cases and has testified on settlement matters in numerous courts and before the Senate Committee for Indian Affairs. She was appointed in 2022 as a Board member of the RAND Corporation’s “Kenneth R. Feinberg Center for Catastrophic Risk Management and Compensation (the Feinberg Center).” Among the Feinberg Center’s missions is to identify and promote laws, programs, and institutions that reduce the adverse social and economic effects of natural and manmade catastrophes by:

- Improving incentives to reduce future losses;
- Providing just compensation to those suffering losses while appropriately allocating liability to responsible parties;
- Helping affected individuals, businesses, and communities to recover quickly; and
- Avoiding unnecessary legal, administrative, and other transaction costs.

Ms. Keough is honored to be included on the Board, which consists of only 18 people, three of whom are federal district court judges. She is the only person from the legal administration industry on the Board.

Ms. Keough is also the only female CEO/Co-Founder in the Legal Administration field. She oversees more than 300 employees throughout the country, including at JND's 35,000 square foot Seattle headquarters. She manages all aspects of JND's class action business from day-to-day processes to high-level strategies. Her comprehensive expertise with noticing, claims processing, Systems and IT work, call center, data analytics, recovery calculations, check and electronic payment distribution, and reporting gained her the reputation with attorneys on both sides of the aisle as the most dependable consultant for all legal administration needs. Ms. Keough also applies her knowledge and skills to other divisions of JND, including mass tort, lien resolution, government services, and eDiscovery. Given her extensive experience, Ms. Keough is often called upon to consult with parties prior to settlement, is frequently invited to speak on class action issues and has authored numerous articles in her multiple areas of expertise.

Ms. Keough launched JND with her partners in early 2016. Just a few months later she was named as the Independent Claims Administrator ("ICA") in a complex BP Solar Panel Settlement. Ms. Keough also started receiving numerous appointments as notice expert and in 2017 was chosen to oversee a \$300 million restitution program in Canada where every adult in that country was eligible to participate. Also, in 2017, Ms. Keough was named a female entrepreneur of the year finalist in the 14th annual Stevie Awards for Women in Business. In 2015 and 2017, she was recognized as a "Woman Worth Watching" by Profiles in Diversity Journal.

Since JND's launch, Ms. Keough has also been featured in numerous media publications. In 2019, she was highlighted in an Authority Magazine article, "5 Things I

wish someone told me before I became a CEO,” and a Moneyish article, “This is exactly how rampant ‘imposter syndrome’ is in the workforce.” In 2018, she was featured in several Fierce CEO articles, “JND Legal Administration CEO Jennifer Keough aids law firms in complicated settlements,” “Special Report—Women CEOs offer advice on defying preconceptions and blazing a trail to the top,” and “Companies stand out with organizational excellence,” as well as a Puget Sound Business Journal article, “JND Legal CEO Jennifer Keough handles law firms’ big business.” In 2013, Ms. Keough appeared in a CNN article, “What Changes with Women in the Boardroom.”

Prior to forming JND, Ms. Keough was Chief Operating Officer and Executive Vice President for one of the then largest legal administration firms in the country, where she oversaw operations in several offices across the country and was responsible for all large and critical projects. Previously, Ms. Keough worked as a class action business analyst at Perkins Coie, one of the country’s premier defense firms, where she managed complex class action settlements and remediation programs, including the selection, retention, and supervision of legal administration firms. While at Perkins she managed, among other matters, the administration of over \$100 million in the claims-made Weyerhaeuser siding case, one of the largest building product class action settlements ever. In her role, she established a reputation as being fair in her ability to see both sides of a settlement program.

Ms. Keough earned her J.D. from Seattle University. She graduated from Seattle University with a B.A. and M.S.F. with honors.

# II.

## LANDMARK CASES

Jennifer Keough has the distinction of personally overseeing the administration of more large class action programs than any other notice expert in the field. Some of her largest engagements include the following:

### 1. *In re Blue Cross Blue Shield Antitrust Litig.*

Master File No.: 13-CV-20000-RDP (N.D. Ala.)

JND was appointed as the notice and claims administrator in the \$2.67 billion Blue Cross Blue Shield proposed settlement. To notify class members, we mailed over 100 million postcard notices, sent hundreds of millions of email notices and reminders, and placed notice via print, television, radio, internet, and more. The call center was staffed with 250 agents during the peak of the notice program. More than eight million claims were received. In approving the notice plan designed by Jennifer Keough and her team, United States District Court Judge R. David Proctor, wrote:

*After a competitive bidding process, Settlement Class Counsel retained JND Legal Administration LLC ("JND") to serve as Notice and Claims Administrator for the settlement. JND has a proven track record and extensive experience in large, complex matters... JND has prepared a customized Notice Plan in this case. The Notice Plan was designed to provide the best notice practicable, consistent with the latest methods and tools employed in the industry and approved by other courts...The court finds that the proposed Notice Plan is appropriate in both form and content and is due to be approved.*

### 2. *In re Equifax Inc. Customer Data Sec. Breach Litig.*

No. 17-md-2800-TWT (N.D. Ga.)

JND was appointed settlement administrator, under Ms. Keough's direction, for this complex data breach settlement valued at \$1.3 billion with a class of 147 million individuals nationwide. Ms. Keough and her team oversaw all aspects of claims administration, including the development of the case website which provided notice in seven languages and allowed for online claim submissions. In the first week alone, over 10 million claims were filed. Overall, the website

received more than 200 million hits and the Contact Center handled well over 100,000 operator calls. Ms. Keough and her team also worked closely with the Notice Provider to ensure that each element of the media campaign was executed in the time and manner as set forth in the Notice Plan.

Approving the settlement on January 13, 2020, Judge Thomas W. Thrash, Jr. acknowledged JND's outstanding efforts:

*JND transmitted the initial email notice to 104,815,404 million class members beginning on August 7, 2019. (App. 4, ¶¶ 53-54). JND later sent a supplemental email notice to the 91,167,239 class members who had not yet opted out, filed a claim, or unsubscribed from the initial email notice. (Id., ¶¶ 55-56). The notice plan also provides for JND to perform two additional supplemental email notice campaigns. (Id., ¶ 57)...JND has also developed specialized tools to assist in processing claims, calculating payments, and assisting class members in curing any deficient claims. (Id., ¶¶ 4, 21). As a result, class members have the opportunity to file a claim easily and have that claim adjudicated fairly and efficiently...The claims administrator, JND, is highly experienced in administering large class action settlements and judgments, and it has detailed the efforts it has made in administering the settlement, facilitating claims, and ensuring those claims are properly and efficiently handled. (App. 4, ¶¶ 4, 21; see also Doc. 739-6, ¶¶ 2-10). Among other things, JND has developed protocols and a database to assist in processing claims, calculating payments, and assisting class members in curing any deficient claims. (Id., ¶¶ 4, 21). Additionally, JND has the capacity to handle class member inquiries and claims of this magnitude. (App. 4, ¶¶ 5, 42). This factor, therefore, supports approving the relief provided by this settlement.*

### 3. USC Student Health Ctr. Settlement

No. 18-cv-04258-SVW (C.D. Cal.)

JND was approved as the Settlement Administrator in this important \$215 million settlement that provides compensation to women who were sexually assaulted, harassed and otherwise abused by Dr. George M. Tyndall at the USC Student Health Center during a nearly 30-year period. Ms. Keough and her team designed a notice effort that included: mailed and email notice to potential Class members; digital notices on Facebook, LinkedIn, and Twitter; an internet search effort; notice placements in USC publications/eNewsletters;



and a press release. In addition, her team worked with USC staff to ensure notice postings around campus, on USC's website and social media accounts, and in USC alumni communications, among other things. Ms. Keough ensured the establishment of an all-female call center, whose operators were fully trained to handle delicate interactions, with the goal of providing excellent service and assistance to every woman affected. She also worked with the JND staff handling lien resolution for this case. Preliminarily approving the settlement, Honorable Stephen V. Wilson stated (June 12, 2019):

*The Court hereby designates JND Legal Administration ("JND") as Claims Administrator. The Court finds that giving Class Members notice of the Settlement is justified under Rule 23(e)(1) because, as described above, the Court will likely be able to: approve the Settlement under Rule 23(e)(2); and certify the Settlement Class for purposes of judgment. The Court finds that the proposed Notice satisfies the requirements of due process and Federal Rule of Civil Procedure 23 and provides the best notice practicable under the circumstances.*

#### 4. **Gulf Coast Claims Facility (GCCF)**

The GCCF was one of the largest claims processing facilities in U.S. history and was responsible for resolving the claims of both individuals and businesses relating to the Deepwater Horizon oil spill. The GCCF, which Ms. Keough helped develop, processed over one million claims and distributed more than \$6 billion within the first year-and-a-half of its existence. As part of the GCCF, Ms. Keough and her team coordinated a large notice outreach program which included publication in multiple journals and magazines in the Gulf Coast area. She also established a call center staffed by individuals fluent in Spanish, Vietnamese, Laotian, Khmer, French, and Croatian.

#### 5. **In re Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010**

No. 2179 (MDL) (E.D. La.)

Following the closure of the Gulf Coast Claims Facility, the Deepwater Horizon Settlement claims program was created. There were two separate legal settlements that provided for two claims administration programs. One of the programs was for the submission of medical claims and the other was for the

submission of economic and property damage claims. Ms. Keough played a key role in the formation of the claims program for the evaluation of economic and property damage claims. Additionally, Ms. Keough built and supervised the back-office mail and processing center in Hammond, Louisiana, which was the hub of the program. The Hammond center was visited several times by Claims Administrator Pat Juneau -- as well as by the District Court Judge and Magistrate -- who described it as a shining star of the program.

## 6. *Loblaw Card Program*

Jennifer Keough was selected by major Canadian retailer Loblaw and its counsel to act as program administrator in its voluntary remediation program. The program was created as a response to a price-fixing scheme perpetrated by some employees of the company involving bread products. The program offered a \$25 gift card to all adults in Canada who purchased bread products in Loblaw stores between 2002 and 2015. Some 28 million Canadian residents were potential claimants. Ms. Keough and her team: (1) built an interactive website that was capable of withstanding hundreds of millions of "hits" in a short period of time; (2) built, staffed and trained a call center with operators available to take calls twelve hours a day, six days a week; (3) oversaw the vendor in charge of producing and distributing the cards; (4) was in charge of designing and overseeing fraud prevention procedures; and (5) handled myriad other tasks related to this high-profile and complex project.

## 7. *Cobell v. Salazar*

No. 96 CV 1285 (TFH) (D. D.C.)

As part of the largest government class action settlement in our nation's history, Ms. Keough worked with the U.S. Government to implement the administration program responsible for identifying and providing notice to the two distinct but overlapping settlement classes. As part of the notice outreach program, Ms. Keough participated in multiple town hall meetings held at Indian reservations located across the country. Due to the efforts of the outreach program, over 80% of all class members were provided notice. Additionally, Ms. Keough played a role in creating the processes for evaluating claims and ensuring the correct distributions were made. Under Ms. Keough's supervision, the processing team processed over 480,000 claims forms to determine eligibility. Less than one half of one percent of all claim determinations made



by the processing team were appealed. Ms. Keough was called upon to testify before the Senate Committee for Indian Affairs, where Senator Jon Tester of Montana praised her work in connection with notice efforts to the American Indian community when he stated: “Oh, wow. Okay... the administrator has done a good job, as your testimony has indicated, [discovering] 80 percent of the whereabouts of the unknown class members.” Additionally, when evaluating the Notice Program, Judge Thomas F. Hogan concluded (July 27, 2011):

*...that adequate notice of the Settlement has been provided to members of the Historical Accounting Class and to members of the Trust Administration Class.... Notice met and, in many cases, exceeded the requirements of F.R.C.P. 23(c)(2) for classes certified under F.R.C.P. 23(b)(1), (b)(2) and (b)(3). The best notice practicable has been provided class members, including individual notice where members could be identified through reasonable effort. The contents of that notice are stated in plain, easily understood language and satisfy all requirements of F.R.C.P. 23(c)(2)(B).*

## 8. *Burnett et al. v. The National Association of Realtors*

No. 19-cv-00332 (W.D. Miss.)

JND was appointed as Notice and Claims Administrator in the Real Estate Commission Litigation, including the Settlement with the National Association of Realtors for \$418 million. In total, JND is handling the administration for all Settling Defendants, with a total Settlement value of over \$730 million thus far. This high-profile nationwide settlement arises from allegations that the Defendants conspired to inflate real estate agent commissions. The initial noticing program included direct notice to more than 37 million potential Class Members and a media effort through both online and print advertising. In providing Final Approval of the first round of Settlements with Keller Williams, Anywhere, and RE/MAX, Judge Stephen R. Bough stated (May 9, 2024):

*At preliminary approval, the Court appointed JND Legal Administration (“JND”) as the Settlement Administrator. As directed by the Court, JND implemented the parties’ Class Notice Plan...Notice was provided by first-class U.S. mail, electronic mail, and digital and print publication. Without repeating all the details from Keough’s declaration, the Court finds that the direct notice program was extremely successful and reached more than 95% of the potential Settlement class members...The media effort alone reached at least*

*71 percent of the Settlement Class members....Based on the record, the Court finds that the notice given to the Settlement Class constituted the best notice practicable under the circumstances and fully satisfied the requirements of due process, Federal Rule of Civil Procedure 23, and all applicable law. The Court further finds that the notice given to the Settlement Class was adequate and reasonable.*

## **9. Allagas v. BP Solar Int'l, Inc.**

No. 14-cv-00560 (N.D. Cal.)

Ms. Keough was appointed by the United States District Court for the Northern District of California as the Independent Claims Administrator (“ICA”) supervising the notice and administration of this complex settlement involving inspection, remediation, and replacement of solar panels on homes and businesses throughout California and other parts of the United States. Ms. Keough and her team devised the administration protocol and built a network of inspectors and contractors to perform the various inspections and other work needed to assist claimants. She also built a program that included a team of operators to answer claimant questions, a fully interactive dedicated website with online claim filing capability, and a team trained in the very complex intricacies of solar panel mechanisms. In her role as ICA, Ms. Keough regularly reported to the parties and the Court regarding the progress of the case’s administration. In addition to her role as ICA, Ms. Keough also acted as mediator for those claimants who opted out of the settlement to pursue their claims individually against BP. Honorable Susan Illston, recognized the complexity of the settlement when appointing Ms. Keough the ICA (December 22, 2016):

*The complexity, expense and likely duration of the litigation favors the Settlement, which provides meaningful and substantial benefits on a much shorter time frame than otherwise possible and avoids risk to class certification and the Class’s case on the merits...The Court appoints Jennifer Keough of JND Legal Administration to serve as the Independent Claims Administrator (“ICA”) as provided under the Settlement.*

## 10. *Health Republic Ins. Co. v. United States*

No. 16-259C (F.C.C.)

For this \$1.9 billion settlement, Ms. Keough and her team used a tailored and effective approach of notifying class members via Federal Express mail and email. Opt-in notice packets were sent via Federal Express to each potential class member, as well as the respective CEO, CFO, General Counsel, and person responsible for risk corridors receivables, when known. A Federal Express return label was also provided for opt-in returns. Notice Packets were also sent via electronic-mail. The informational and interactive case-specific website posted the notices and other important Court documents and allowed potential class members to file their opt-in form electronically.

## 11. *In re Mercedes-Benz Emissions Litig.*

No. 16-cv-881 (D.N.J.)

JND Legal Administration was appointed as the Settlement Administrator in this \$1.5 billion settlement wherein Daimler AG and its subsidiary Mercedes-Benz USA reached an agreement to settle a consumer class action alleging that the automotive companies unlawfully misled consumers into purchasing certain diesel type vehicles by misrepresenting the environmental impact of these vehicles during on-road driving. As part of its appointment, the Court approved Jennifer Keough's proposed notice plan and authorized JND Legal Administration to provide notice and claims administration services.

*The Court finds that the content, format, and method of disseminating notice, as set forth in the Motion, Declaration of JND Legal Administration, the Class Action Agreement, and the proposed Long Form Notice, Short Form Notice, and Supplemental Notice of Class Benefits (collectively, the "Class Notice Documents") - including direct First Class mailed notice to all known members of the Class deposited in the mail within the later of (a) 15 business days of the Preliminary Approval Order; or (b) 15 business days after a federal district court enters the US-CA Consent Decree - is the best notice practicable under the circumstances and satisfies all requirements provided in Rule 23(c)(2)(B). The Court approves such notice, and hereby directs that such notice be disseminated in the manner set forth in the Class Action Settlement to the Class under Rule 23(e)(1)...JND Legal Administration is hereby appointed as*

*the Settlement Administrator and shall perform all duties of the Settlement Administrator set forth in the Class Action Settlement.*

On July 12, 2021, the Court granted final approval of the settlement:

*The Court has again reviewed the Class Notice Program and finds that Class Members received the best notice practicable under the circumstances.*

## **12. *In re General Motors LLC Ignition Switch Litig.***

No. 2543 (MDL) (S.D.N.Y.)

### GM Ignition Switch Compensation Claims Resolution Facility

Ms. Keough oversaw the creation of a Claims Facility for the submission of injury claims allegedly resulting from the faulty ignition switch. The Claims Facility worked with experts when evaluating the claim forms submitted. First, the Claims Facility reviewed thousands of pages of police reports, medical documentation, and pictures to determine whether a claim met the threshold standards of an eligible claim for further review by the expert. Second, the Claims Facility would inform the expert that a claim was ready for its review. Ms. Keough constructed a database which allowed for a seamless transfer of claim forms and supporting documentation to the expert for further review.

## **13. *In re General Motors LLC Ignition Switch Litig.***

No. 2543 (MDL) (S.D.N.Y.)

### Class Action Settlement

Ms. Keough was appointed the class action settlement administrator for the \$120 million GM Ignition Switch settlement. On April 27, 2020, Honorable Jesse M. Furman approved the notice program designed by Ms. Keough and her team and the notice documents they drafted with the parties:

*The Court further finds that the Class Notice informs Class Members of the Settlement in a reasonable manner under Federal Rule of Civil Procedure 23(e)(1)(B) because it fairly apprises the prospective Class Members of the terms of the proposed Settlement and of the options that are open to them in connection with the proceedings.*

*The Court therefore approves the proposed Class Notice plan, and hereby directs that such notice be disseminated to Class Members in the manner set*



*forth in the Settlement Agreement and described in the Declaration of the Class Action Settlement Administrator...*

Under Ms. Keough's direction, JND mailed notice to nearly 30 million potential class members.

On December 18, 2020, Honorable Jesse M. Furman granted final approval:

*The Court confirms the appointment of Jennifer Keough of JND Legal Administration ("JND") as Class Action Settlement Administrator and directs Ms. Keough to carry out all duties and responsibilities of the Class Action Settlement Administrator as specified in the Settlement Agreement and herein...The Court finds that the Class Notice and Class Notice Plan satisfied and continue to satisfy the applicable requirements of Federal Rules of Civil Procedure 23(c)(2)(b) and 23(e), and fully comply with all laws, including the Class Action Fairness Act (28 U.S.C. § 1711 et seq.), and the Due Process Clause of the United States Constitution (U.S. Const., amend. V), constituting the best notice that is practicable under the circumstances of this litigation.*

#### **14. *Senne v. Office of the Commission of Baseball***

No. 14-00608-JCS (N.D. Cal.)

Ms. Keough and her team acted as the Settlement Administrator in the \$185M settlement encompassing nearly 25,000 minor league baseball players who signed a uniform player's contract and played in certain non-regular season periods from 2009 to 2022. The administration included direct notice by mail and e-mail, a media campaign, a primary distribution, and a redistribution of unclaimed funds to eligible class members. The administration also included a dedicated, bilingual online platform allowing players to submit work period disputes, update their addresses, view settlement payment estimates, and select the method in which they wished to receive their settlement payment. JND overcame unique challenges in the administration which included highly mobile class members who shared residences and sometimes accounts with fellow players, the provision of multi-lingual services, complex employment and non-employment tax reporting to most states and the federal government, as well as facilitating payment to the significant proportion of players who reside primarily outside the US.

## 15. *Express Freight Int'l v. Hino Motors Ltd.*

No. 22-cv-22483-Gayles/Torres (S.D. Fla.)

JND was retained as the Settlement Administrator in this \$237.5 million class action settlement stemming from allegations that the emission levels in certain Hino trucks were misrepresented and exceed regulatory limits. Ms. Keough and her team designed a robust notice program that combined direct notice, a press release, an internet search campaign, and industry targeted digital and publication notice to maximize reach. As the settlement class included numerous fleet owners, the JND team under Ms. Keough's leadership successfully implemented a claim submission process to facilitate the filing of bulk claims that resulted in over 55,000 fleet filer claims. On April 1, 2024 Judge Darrin P. Gayles approved the notice program:

*The Court finds that Settlement Class Notice program was implemented in the manner approved by the Court in its Preliminary Approval Order. See Supplemental Keogh Decl. ¶¶ 4-9, 16. The Court finds that the form, content, and methods of disseminating notice to the Settlement Class Members: (1) comply with Rule 23(c)(2) of the Federal Rules of Civil Procedure as they are the best practicable notice under the circumstances and are reasonably calculated to apprise the Settlement Class Members of the pendency of this Action, the terms of the Settlement, and their right to object to the Settlement; (2) comply with Rule 23(e), as they are reasonably calculated to apprise the Settlement Class Members of the pendency of the Action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including, but not limited to, their right to object to, or opt out of, the proposed Settlement and other rights under the terms of the Settlement Agreement; (3) comply with Rule 23(h), as they are reasonably calculated to apprise the Settlement Class Members of any motion by Settlement Class Counsel for reasonable attorney's fees and costs, and their right to object to any such motion; (4) constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; and (5) meet all applicable requirements of law, including, but not limited to, 28 U.S.C. § 1715, Fed. R. Civ. P. 23(c), (e), and (h), and the Due Process Clause of the United States Constitution.*

## 16. *FTC v. Reckitt Benckiser Grp. PLC*

No. 19CV00028 (W.D. Va.)

Ms. Keough and her team designed a multi-faceted notice program for this \$50 million settlement resolving charges by the FTC that Reckitt Benckiser Group PLC violated antitrust laws by thwarting lower-priced generic competition to its branded drug Suboxone.

The plan reached 80% of potential claimants nationwide, and a more narrowed effort extended reach to specific areas and targets. The nationwide effort utilized a mix of digital, print, and radio broadcast through Sirius XM. Extended efforts included local radio in areas defined as key opioid markets and an outreach effort to medical professionals approved to prescribe Suboxone in the U.S., as well as to substance abuse centers; drug abuse and addiction info and treatment centers; and addiction treatment centers nationwide.

## 17. *In re Stryker Rejuvenate and ABG II Hip Implant Prods. Liab. Litig.*

No. 13-2441 (MDL) (D. Minn.)

Ms. Keough and her team were designated as the escrow agent and claims processor in this \$1 billion settlement designed to compensate eligible U.S. Patients who had surgery to replace their Rejuvenate Modular-Neck and/or ABG II Modular-Neck hip stems prior to November 3, 2014. As the claims processor, Ms. Keough and her team designed internal procedures to ensure the accurate review of all medical documentation received; designed an interactive website which included online claim filing; and established a toll-free number to allow class members to receive information about the settlement 24 hours a day. Additionally, she oversaw the creation of a deficiency process to ensure claimants were notified of their deficient submission and provided an opportunity to cure. The program also included an auditing procedure designed to detect fraudulent claims and a process for distributing initial and supplemental payments. Approximately 95% of the registered eligible patients enrolled in the settlement program.

## 18. *In re The Engle Trust Fund*

No. 94-08273 CA 22 (Fla. 11th Jud. Cir. Ct.)

Ms. Keough played a key role in administering this \$600 million landmark case against the country's five largest tobacco companies. Miles A. McGrane, III, Trustee to the Engle Trust Fund recognized Ms. Keough's role when he stated:

*The outstanding organizational and administrative skills of Jennifer Keough cannot be overstated. Jennifer was most valuable to me in handling numerous substantive issues in connection with the landmark Engle Trust Fund matter. And, in her communications with affected class members, Jennifer proved to be a caring expert at what she does.*

## 19. *In re Air Cargo Shipping Servs. Antitrust Litig.*

No. 06-md-1775 (JG) (VVP) (E.D.N.Y.)

This antitrust settlement involved five separate settlements. As a result, many class members were affected by more than one of the settlements, Ms. Keough constructed the notice and claims programs for each settlement in a manner which allowed for the comparison of claims data. Each claims administration program included claims processing, review of supporting evidence, and a deficiency notification process. The deficiency notification process included mailing of deficiency letters, making follow up phone calls, and sending emails to class members to help them complete their claim. To ensure accuracy throughout the claims process for each of the settlements, Ms. Keough created a process which audited many of the claims that were eligible for payment.



# JUDICIAL RECOGNITION

Courts have favorably recognized Ms. Keough's work as outlined above and by the sampling of judicial comments from JND programs listed below.

## 1. Judge Cormac J. Carney

*Doe v. MindGeek USA Incorp.*, (January 26, 2024)  
No. 21-cv-00338 (C.D. Cal.):

*...the Court finds that the notice and plan satisfy the statutory and constitutional requirements because, given the nature and complexity of this case, "a multi-faceted notice plan is the best notice that is practicable under the circumstances."*

## 2. Honorable Jesse M. Furman

*City of Philadelphia v. Bank of Am. Corp.*, (October 12, 2023)  
No. 19-CV-1608 (JMF) (S.D.N.Y.):

*The Court approves the form and contents of the Short-Form and Long-Form Notices (collectively, the "Notices")...In addition to directly mailing notice, JND will run digital ads targeting a custom audience using the Google Display Network (GDN) and LinkedIn in an effort to target likely Class Members...JND will cause the publication notice... to be published in the Wall Street Journal and Investor's Business Daily. JND will also cause an informational press release...to be distributed to approximately 11,000 media outlets nationwide.*

## 3. Chief Judge Stephanie M. Rose

*PHT Holding II LLC v. N. Am. Co. for Life and Health Ins.*, (August 25, 2023)  
No. 18-CV-00368 (S.D. Iowa):

*The Court appoints JND Legal Administration LLC ("JND") as the Settlement Administrator...The Court finds that the manner of distribution of the Notices constitutes the best practicable notice under the circumstances as well as valid, due and sufficient notice to the Class and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the United States Constitution.*

#### 4. Judge Mary Kay Vyskocil

*Advance Trust & Life Escrow Serv., LTA v. PHL Variable Ins. Co.*, (August 9, 2023)  
No. 18-cv-03444 (MKV) (S.D.N.Y.):

*The Court appoints JND Legal Administration LLC (“JND”), which is a competent firm, as the Settlement Administrator... The Court finds that the manner of distribution of the Notices constitutes the best practicable notice under the circumstances, as well as valid, due, and sufficient notice to the Class, and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the United States Constitution.*

#### 5. Judge Philip S. Gutierrez

*In re Nat’l Football League’s Sunday Ticket Antitrust Litig.*, (July 7, 2023)  
No. 15-ml-02668-PSG (JEMx) (C.D. Cal.):

*JND Legal Administration (“JND”) is hereby appointed as the Notice Administrator. The Court approves the proposed forms of notice...The Court approves the proposed methods of notice, including: a. Direct notice using customer contact information provided to JND; b. A dedicated litigation website containing the Detailed Notice; and c. Supplemental forms of notice that include digital and radio advertisements.*

#### 6. Honorable Terrence G. Berg

*Chapman v Gen. Motors, LLC*, (June 29, 2023)  
No. 19-CV-12333-TGB-DRG (E.D. Mich.):

*Pursuant to Federal Rules of Civil Procedure 23(c)(2)(B), the Court finds that the content, format, and method of disseminating Class Notice...is the best notice practicable under the circumstances and satisfies all legal requirements, including Federal Rule of Civil Procedure 23(c)(2)(B) and the Due Process Clause.*

#### 7. Honorable Virginia M. Kendall

*In re Local TV Advert. Antitrust Litig.*, (June 14, 2023)  
MDL No. 2867 (N.D. Ill.):

*JND Legal Administration is hereby appointed as the Settlement Administrator with respect to the CBS, Fox, Cox Entities, and ShareBuilders Settlements. The Court approves the proposed Notice Program, including the Email Notice, Postcard Notice, Print Notice, Digital Notice, Long Form Notice and the Claim Form...*

## 8. Judge Edward J. Davila

*In re MacBook Keyboard Litig.*, (May 25, 2023)  
No. 18-cv-02813-EDJ (N.D. Cal.):

*The Settlement Agreement is being administered by JND Legal Administration (“JND”)...the Settlement Administrator provided direct and indirect notice through emails, postcards, and the settlement website, in addition to the press and media coverage the settlement received...the Court finds that the Settlement Class has been provided adequate notice.*

## 9. Honorable David O Carter

*Gutierrez, Jr. v. Amplify Energy Corp.*, (April 24, 2023)  
No. 21-cv-01628-DOC-JDE (C.D. Cal.):

*The Court finds that the Notice set forth in Article VI of the Settlement Agreement, detailed in the Notice Plan attached to the Declaration of Jennifer Keough of JND Legal Administration, and effectuated pursuant to the Preliminary Approval Order: (a) constitutes the best notice practicable under the circumstances of this Action; (b) constitutes due and sufficient notice to the Classes of the terms of the Settlement Agreement and the Final Approval Hearing; and (c) fully complied with the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law, including the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.*

## 10. Honorable Joseph C. Spero

*Shuman v. Squaretrade Inc.*, (March 1, 2023)  
No. 20-cv-02725-JCS (N.D. Cal.):

*As of February 10, 2023, 703,729 Class Members were mailed or emailed at least one Notice that was not returned as undeliverable, representing over 99.76% of the total Class Member population. Supplemental Declaration of Jennifer Keough Regarding Notice Administration (dkt. no. 140-2) (“Keough Supp. Decl.”), ¶ 7. The Court finds that notice was provided in the best practicable manner to class members and fulfills the requirements of due process.*

## 11. Honorable J.P. Boulee

*In re TransUnion Rental Screening Sol. Inc. FCRA Litig.*, (January 6, 2023)  
No. 20-md-02933-JPB (N.D. Ga.):

*The Parties have proposed JND Legal Administration as the Settlement Administrator for the Rule 23(b)(2) and Rule 23(b)(3) Settlement Classes. The Court has reviewed the materials about this organization and concludes that it has extensive and specialized experience and expertise in class action settlements and notice programs. The Court hereby appoints JND Legal Administration as the Settlement Administrator, to assist and provide professional guidance in the implementation of the Notice Plans and other aspects of the settlement administration.*

## 12. Honorable David O Carter

*Gutierrez, Jr. v. Amplify Energy Corp.*, (December 7, 2022)  
21-cv-01628-DOC-JDE (C.D. Cal.):

*The Court appoints JND Legal Administration as the Settlement Administrator in this Action...The Court approves, as to form and content, the Direct Notices, Long Form Notices, and Email notices substantially in the forms attached as Exhibits B-J to the Declaration of Jennifer Keough In Support of Motion for Preliminary Approval of Class Action Settlement and Direction of Notice ("Keough Declaration").*

## 13. Honorable Charles R. Breyer

*In re Volkswagen "Clean Diesel" Mktg., Sales Practice and Prods. Liab. Litig.*, (November 9, 2022)  
MDL 2672 CRB (N.D. Cal.):

*The Settlement Administrator has also taken the additional step to allow potential class members to submit claims without any documentation on the settlement website, allowing the settlement administrator to seek out the documentation independently (which can often be found without further aid from the class member). Id. at 5; Third Keough Decl. (dkt. 8076) ¶ 3. On October 6, 2022, the Settlement Administrator also sent reminder notices to the class members who have not yet submitted a claim, stating that they may file a claim without documentation, and their claim will be verified based on the information they provide. Third Keough Decl. ¶ 4. In any case, Lochridge's concerns about the unavailability of documentation have not been borne out by the majority of claimants: According to the Settlement Administrator, of the 122,467 claims submitted, 100,657 have included some form of documentation. Id. ¶ 6. Lochridge's objection on this point is thus overruled...*

Additionally, the claims process has been unusually successful—as of October 20, 122,467 claim forms have been submitted, covering 22% of the estimated eligible Class vehicles. *Third Keough Decl.* ¶ 6. This percentage rises to 24% when the Sport+ Class vehicles that have already received a software update (thus guaranteeing their owners a \$250 payment without submission of a claim form) are included. *Id.* This reaction strongly favors approval of the settlement.

#### 14. Honorable Joseph C. Spero

*Shuman v. Squaretrade Inc.*, (October 17, 2022)

No. 20-cv-02725-JCS (N.D. Cal.):

*JND Legal Administration is appointed to serve as the Settlement Administrator and is authorized to email and mail the approved Notice to members of the Settlement Class and further administer the Settlement in accordance with the Amended Agreement and this Order.*

#### 15. Judge Stephen V. Wilson

*LSIMC, LLC v. Am. Gen. Life Ins. Co.*, (September 21, 2022)

No. 20-cv-11518 (C.D. Cal.):

*JND Legal Administration LLC (“JND”) shall be appointed to serve as Class Notice Administrator...*

#### 16. Judge Valerie Figueredo

*Vida Longevity Fund, LP v. Lincoln Life & Annuity Co. of New York*, (August 19, 2022)

No. 19-cv-06004 (S.D.N.Y.):

*The Court approves the retention of JND Legal Administration LLC (“JND”) as the Notice Administrator.*

#### 17. Honorable Dana M. Sabraw

*In re Packaged Seafood Prods. Antitrust Litig. (EPP Class)*, (July 15, 2022)

No. 15-md-02670 (S.D. Cal.):

*An experienced and well-respected claims administrator, JND Legal Administration LLC (“JND”), administered a comprehensive and robust notice plan to alert Settlement Class Members of the COSI Settlement Agreement...The Notice Plan surpassed the 85% reach goal...The Court recognizes JND’s extensive experience in processing claim especially for millions of claimants...The Court finds due process was satisfied*



and the Notice Program provided adequate notice to settlement class members in a reasonable manner through all major and common forms of media.

## 18. Honorable Charles R. Breyer

*In re Volkswagen “Clean Diesel” Mktg., Sales Practice and Prods. Liab. Litig.*, (July 8, 2022)  
MDL 2672 CRB (N.D. Cal.):

*As applied here, the Court finds that the content, format, and method of disseminating Notice—set forth in the Motion, the Declaration of Jennifer Keough on Settlement Notice Plan, and the Settlement Agreement and Release—is state of the art and satisfies Rule 23(c)(2) and all contemporary notice standards. The Court approves the notice program, and hereby directs that such notice be disseminated in the manner set forth in the proposed Settlement Agreement and Declaration of Jennifer Keough on Settlement Notice Plan to Class Members under Rule 23(e)(1).*

## 19. Judge Fernando M. Olguin

*Gupta v. Aeries Software, Inc.*, (July 7, 2022)  
No. 20-cv-00995 (C.D. Cal.):

*Under the circumstances, the court finds that the procedure for providing notice and the content of the class notice constitute the best practicable notice to class members and complies with the requirements of due process...The court appoints JND as settlement administrator.*

## 20. Judge Cormac J. Carney

*Gifford v. Pets Global, Inc.*, (June 24, 2022)  
No. 21-cv-02136-CJC-MRW (C.D. Cal.):

*The Settlement also proposes that JND Legal Administration act as Settlement Administrator and offers a provisional plan for Class Notice...*

*The proposed notice plan here is designed to reach at least 70% of the class at least two times. The Notices proposed in this matter inform Class Members of the salient terms of the Settlement, the Class to be certified, the final approval hearing and the rights of all parties, including the rights to file objections or to opt-out of the Settlement Class...This proposed notice program provides a fair opportunity for Class Members to obtain full disclosure of the conditions of the Settlement and to make an informed decision regarding the Settlement.*

## 21. Judge David J. Novak

**Brighton Tr. LLC, as Tr. v. Genworth Life & Annuity Ins. Co.**, (June 3, 2022)  
No. 20-cv-240-DJN (E.D. Va.):

*The Court appoints JND Legal Administration LLC (“JND”), a competent firm, as the Settlement Administrator.*

## 22. Judge Donovan W. Frank

**Advance Trust & Life Escrow Serv., LTA v. ReliaStar Life Ins. Co.**, (June 2, 2022)  
No. 18-cv-2863-DWF-ECW (D. Minn.):

*The Court approves the retention of JND Legal Administration LLC (“JND”) as the Notice Administrator.*

## 23. Honorable Philip S. Gutierrez

**Andrews v. Plains All Am. Pipeline, L.P.**, (May 25, 2022)  
No. 15-cv-04113-PSG-JEM (C.D. Cal.):

*Court appoints JND Legal Administration as the Settlement Administrator in this Action...The Court approves, as to form and content, the Mail Notice and the Publication Notice, substantially in the forms attached as Exhibits D, E, and F to the Declaration of Jennifer Keough In Support of Motion for Preliminary Approval of Class Action Settlement and Direction of Notice (“Keough Declaration”).*

## 24. Judge Victoria A. Roberts

**Graham v. Univ. of Michigan**, (March 29, 2022)  
No. 21-cv-11168-VAR-EAS (E.D. Mich.):

*The Court has received and reviewed...the proposed notice plan as described in the Declaration of Jennifer Keough...The Court finds that the foregoing program of Class Notice and the manner of its dissemination is sufficient under the circumstances and is reasonably calculated to apprise the Settlement Class of the pendency of this Action and their right to object to the Settlement. The Court further finds that the Class Notice program is reasonable; that it constitutes due, adequate, and sufficient notice to all persons entitled to receive notice; and that it meets the requirements of due process and Federal Rule of Civil Procedure 23.*

## 25. Honorable Michael Markman

**DC 16 v. Sutter Health**, (March 11, 2022)  
No. RG15753647 (Cal. Super. Ct.):

*The Court approves and appoints JND Legal Administration (“JND”) to serve as the notice provider and directs JND to carry out all duties and responsibilities of providing notice and processing requests for exclusion.*

## 26. Honorable P. Kevin Castel

**Hanks v. Lincoln Life & Annuity Co. of New York**, (February 23, 2022)  
No. 16-cv-6399 PKC (S.D.N.Y.):

*The Court appoints JND Legal Administration LLC (“JND”), a competent firm, as the Settlement Administrator...The form and content of the notices, as well as the manner of dissemination described below, meet the requirements of Rule 23 and due process, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled thereto.*

## 27. Judge David G. Campbell

**In re Arizona Theranos, Inc. Litig.**, (February 2, 2022)  
No. 16-cv-2138-DGC (D. Ariz.):

*The Court appoints JND Legal Administration (“JND”) to serve as Class Administrator and directs JND to carry out all duties and responsibilities of the Class Administrator as specified in the Notice Plan...This approval includes the proposed methods of providing notice, the proposed forms of notice attached as Exhibits B through D to the Declaration of Jennifer M. Keough (Doc. 445-1 – “Keough Decl.”), and the proposed procedure for class members to opt-out.*

## 28. Judge William M. Conley

**Bruzek v. Husky Oil Operations Ltd.**, (January 31, 2022)  
No. 18-cv-00697 (W.D. Wis.):

*The claims administrator estimates that at least 70% of the class received notice... the court concludes that the parties’ settlement is fair, reasonable and adequate under Rule 23(e).*



## 29. Honorable Dana M. Sabraw

*In re Packaged Seafood Prods. Antitrust Litig. (DPP Class)*, (January 26, 2022)  
No. 15-md-02670 (S.D. Cal.):

*The rigorous notice plan proposed by JND satisfies requirements imposed by Rule 23 and the Due Process clause of the United States Constitution. Moreover, the contents of the notice satisfactorily informs Settlement Class members of their rights under the Settlement.*

## 30. Honorable Dana M. Sabraw

*In re Packaged Seafood Prods. Antitrust Litig. (EPP Class)*, (January 26, 2022)  
No. 15-md-02670 (S.D. Cal.):

*Class Counsel retained JND, an experienced notice and claims administrator, to serve as the notice provider and settlement claims administrator. The Court approves and appoints JND as the Claims Administrator. EPPs and JND have developed an extensive and robust notice program which satisfies prevailing reach standards. JND also developed a distribution plan which includes an efficient and user-friendly claims process with an effective distribution program. The Notice is estimated to reach over 85% of potential class members via notice placements with the leading digital network (Google Display Network), the top social media site (Facebook), and a highly read consumer magazine (People)... The Court approves the notice content and plan for providing notice of the COSI Settlement to members of the Settlement Class.*

## 31. Judge Alvin K. Hellerstein

*Leonard v. John Hancock Life Ins. Co. of NY*, (January 10, 2022)  
No. 18-CV-04994 (S.D.N.Y.):

*The Court finds that the manner of distribution of the Notices constitutes the best practicable notice under the circumstances as well as valid, due and sufficient notice to the Class and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the United States Constitution.*

### 32. Honorable Justice Edward Belobaba

*Kalra v. Mercedes-Benz Canada Inc.*, (December 9, 2021)  
No. 15-MD-2670 (Ont. Super. Ct.):

*THIS COURT ORDERS that JND Legal Administration is hereby appointed the Settlement Administrator to implement and oversee the Notice Program, the Claims Program, the Honorarium Payment to the Class Representative, and the payment of the Levy to the Class Proceedings Fund.*

### 33. Judge Timothy J. Corrigan

*Levy v. Dolgencorp, LLC*, (December 2, 2021)  
No. 20-cv-01037-TJC-MCR (M.D. Fla.):

*No Settlement Class Member has objected to the Settlement and only one Settlement Class Member requested exclusion from the Settlement through the opt-out process approved by this Court...The Notice Program was the best notice practicable under the circumstances. The Notice Program provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed Settlement set forth in the Agreement, to all persons entitled to such notice. The Notice Program fully satisfied the requirements of the Federal Rules of Civil Procedure and the United States Constitution, which include the requirement of due process.*

### 34. Honorable Nelson S. Roman

*Swetz v. GSK Consumer Health, Inc.*, (November 22, 2021)  
No. 20-cv-04731 (S.D.N.Y.):

*The Notice Plan provided for notice through a nationwide press release; direct notice through electronic mail, or in the alternative, mailed, first-class postage prepaid for identified Settlement Class Members; notice through electronic media—such as Google Display Network and Facebook—using a digital advertising campaign with links to the dedicated Settlement Website; and a toll-free telephone number that provides Settlement Class Members detailed information and directs them to the Settlement Website. The record shows, and the Court finds, that the Notice Plan has been implemented in the manner approved by the Court in its Preliminary Approval Order.*

### 35. Honorable James V. Selna

*Herrera v. Wells Fargo Bank, N.A.*, (November 16, 2021)  
No. 18-cv-00332-JVS-MRW (C.D. Cal.):

*On June 8, 2021, the Court appointed JND Legal Administration (“JND”) as the Claims Administrator... JND mailed notice to approximately 2,678,266 potential Non-Statutory Subclass Members and 119,680 Statutory Subclass Members. Id. ¶ 5. 90% of mailings to Non-Statutory Subclass Members were deemed delivered, and 81% of mailings to Statutory Subclass Members were deemed delivered. Id. ¶ 9. Follow-up email notices were sent to 1,977,514 potential Non-Statutory Subclass Members and 170,333 Statutory Subclass Members, of which 91% and 89% were deemed delivered, respectively. Id. ¶ 12. A digital advertising campaign generated an additional 5,195,027 views. Id. ¶ 13...Accordingly, the Court finds that the notice to the Settlement Class was fair, adequate, and reasonable.*

### 36. Judge Mark C. Scarsi

*Patrick v. Volkswagen Grp. of Am., Inc.*, (September 18, 2021)  
No. 19-cv-01908-MCS-ADS (C.D. Cal.):

*The Court finds that, as demonstrated by the Declaration of Jennifer M. Keough and counsel’s submissions, Notice to the Settlement Class was timely and properly effectuated in accordance with Fed. R. Civ. P. 23(e) and the approved Notice Plan set forth in the Court’s Preliminary Approval Order. The Court finds that said Notice constitutes the best notice practicable under the circumstances, and satisfies all requirements of Rule 23(e) and due process.*

### 37. Judge Morrison C. England, Jr.

*Martinelli v. Johnson & Johnson*, (September 27, 2021)  
No. 15-cv-01733-MCE-DB (E.D. Cal.):

*The Court appoints JND, a well-qualified and experienced claims and notice administrator, as the Settlement Administrator.*

### 38. Honorable Nathanael M. Cousins

*Malone v. Western Digital Corp.*, (July 21, 2021)  
No. 20-cv-03584-NC (N.D. Cal.):

*The Court hereby appoints JND Legal Administration as Settlement Administrator...The Court finds that the proposed notice program meets the requirements of Due Process*

*under the U.S. Constitution and Rule 23; and that such notice program—which includes individual direct notice to known Settlement Class Members via email, mail, and a second reminder email, a media and Internet notice program, and the establishment of a Settlement Website and Toll-Free Number—is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto. The Court further finds that the proposed form and content of the forms of the notice are adequate and will give the Settlement Class Members sufficient information to enable them to make informed decisions as to the Settlement Class, the right to object or opt-out, and the proposed Settlement and its terms.*

### **39. Judge Mark H. Cohen**

*Pinon v. Mercedes-Benz USA, LLC and Daimler AG*, (March 29, 2021)

No. 18-cv-3984 (N.D. Ga.):

*The Court finds that the content, format, and method of disseminating the Notice Plan, as set forth in the Motion, the Declaration of the Settlement Administrator (Declaration of Jennifer M. Keough Regarding Proposed Notice Plan) [Doc. 70-7], and the Settlement Agreement, including postcard notice disseminated through direct U.S. Mail to all known Class Members and establishment of a website: (a) constitutes the best notice practicable under the circumstances; (b) are reasonably calculated, under the circumstances, to apprise settlement class members of the pendency of the action, the terms of the proposed Settlement Agreement, and their rights under the proposed Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to those persons entitled to receive notice; and (d) satisfies all requirements provided Federal Rule of Civil Procedure 23, the constitutional requirement of due process, and any other legal requirements. The Court further finds that the notices are written in plain language, use simple terminology, and are designated to be readily understandable by the Settlement Class.*

### **40. Honorable Daniel D. Domenico**

*Advance Trust & Life Escrow Serv., LTA v. Sec. Life of Denver Ins. Co.*, (January 29, 2021)

No. 18-cv-01897-DDD-NYW (D. Colo.):

*The court approves the form and contents of the Short-Form and Long Form Notices attached as Exhibits A and B, respectively, to the Declaration of Jennifer M. Keough, filed on January 26, 2021...The proposed form and content of the Notices meet the requirements of Federal Rule of Civil Procedure 23(c)(2)(B)...The court approves the retention of JND Legal Administration LLC as the Notice Administrator.*



## 41. Honorable Virginia A. Phillips

**Sonner v. Schwabe N. Am., Inc.**, (January 25, 2021)  
No. 15-cv-01358 VAP (SPx) (C.D. Cal.):

*Following preliminary approval of the settlement by the Court, the settlement administrator provided notice to the Settlement Class through a digital media campaign. (Dkt. 203-5). The Notice explains in plain language what the case is about, what the recipient is entitled to, and the options available to the recipient in connection with this case, as well as the consequences of each option. (Id., Ex. E). During the allotted response period, the settlement administrator received no requests for exclusion and just one objection, which was later withdrawn. (Dkt. 203-1, at 11).*

*Given the low number of objections and the absence of any requests for exclusion, the Class response is favorable overall. Accordingly, this factor also weighs in favor of approval.*

## 42. Honorable R. Gary Klausner

**A.B. v. Regents of the Univ. of California**, (January 8, 2021)  
No. 20-cv-09555-RGK-E (C.D. Cal.):

*The parties intend to notify class members through mail using UCLA's patient records. And they intend to supplement the mail notices using Google banners and Facebook ads, publications in the LA times and People magazine, and a national press release. Accordingly, the Court finds that the proposed notice and method of delivery sufficient and approves the notice.*

## 43. Judge Nathanael M. Cousins

**King v. Bumble Trading Inc.**, (December 18, 2020)  
No. 18-cv-06868-NC (N.D. Cal.):

*Pursuant to the Court's Preliminary Approval Order, the Court appointed JND Settlement Administrators as the Settlement Administrator... JND sent court-approved Email Notices to millions of class members...Overall, approximately 81% of the Settlement Class Members were successfully sent either an Email or Mailed Notice...JND supplemented these Notices with a Press Release which Global Newswire published on July 18, 2020... In sum, the Court finds that, viewed as a whole, the settlement is sufficiently "fair, adequate, and reasonable" to warrant approval.*

#### 44. Judge Vernon S. Broderick, Jr.

*In re Keurig Green Mountain Single-Serve Coffee Antitrust Litig.*, (December 16, 2020)  
No. 14-md-02542 (S.D.N.Y.):

*I further appoint JND as Claims Administrator. JND's principals have more than 75 years-worth of combined class action legal administration experience, and JND has handled some of the largest recent settlement administration issues, including the Equifax Data Breach Settlement. (Doc. 1115 ¶ 5.) JND also has extensive experience in handling claims administration in the antitrust context. (Id. ¶ 6.) Accordingly, I appoint JND as Claims Administrator.*

#### 45. Honorable Laurel Beeler

*Sidibe v. Sutter Health*, (November 5, 2020)  
No. 12-cv-4854-LB (N.D. Cal.):

*Class Counsel has retained JND Legal Administration ("JND"), an experienced class notice administration firm, to administer notice to the Class. The Court appoints JND as the Class Notice Administrator. JND shall provide notice of pendency of the class action consistent with the procedures outlined in the Keough Declaration.*

#### 46. Judge Carolyn B. Kuhl

*Sandoval v. Merlex Stucco Inc.*, (October 30, 2020)  
No. BC619322 (Cal. Super. Ct.):

*Additional Class Member class members, and because their names and addresses have not yet been confirmed, will be notified of the pendency of this settlement via the digital media campaign outlined by the Keough/JND Legal declaration...the Court approves the Parties selection of JND Legal as the third-party Claims Administrator.*

#### 47. Honorable Louis L. Stanton

*Rick Nelson Co. v. Sony Music Ent.*, (September 16, 2020)  
No. 18-cv-08791 (S.D.N.Y.):

*The parties have designated JND Legal Administration ("JND") as the Settlement Administrator. Having found it qualified, the Court appoints JND as the Settlement Administrator and it shall perform all the duties of the Settlement Administrator as set forth in the Stipulation...The form and content of the Notice, Publication Notice and Email Notice, and the method set forth herein of notifying the Class of the Settlement and its terms and conditions, meet the requirements of Rule 23*

*of the Federal Rules of Civil Procedure, due process. and any other applicable law, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled thereto.*

#### **48. Judge Steven W. Wilson**

***Amador v Baca***, (August 11, 2020)

No. 10-cv-1649 (C.D. Cal.):

*Class Counsel, in conjunction with JND, have also facilitated substantial notice and outreach to the relatively disparate and sometimes difficult to contact class of more than 94,000 individuals, which has resulted in a relatively high claims rate of between 33% and 40%, pending final verification of deficient claims forms. Their conduct both during litigation and after settlement was reached was adequate in all respects, and supports approval of the Settlement Agreement.*

#### **49. Judge Stephanie M. Rose**

***Swinton v. SquareTrade, Inc.***, (April 14, 2020)

No. 18-CV-00144-SMR-SBJ (S.D. Iowa):

*This publication notice appears to have been effective. The digital ads were linked to the Settlement Website, and Google Analytics and other measures indicate that, during the Publication Notice Period, traffic to the Settlement Website was at its peak.*

#### **50. Judge Joan B. Gottschall**

***In re Navistar MaxxForce Engines Mktg., Sales Practices and Prods.***, (January 3, 2020)

No. 14-cv-10318 (N.D. Ill.):

*WHEREAS, the Parties have agreed to use JND Legal Administration ("JND"), an experienced administrator of class action settlements, as the claims administrator for this Settlement and agree that JND has the requisite experience and expertise to serve as claims administrator; The Court appoints JND as the claims administrator for the Settlement.*

#### **51. Judge Edward M. Chen**

***In re MyFord Touch Consumer Litig.***, (December 17, 2019)

No. 13-cv-3072 (EMC) (N.D. Cal.):

*The Court finds that the Class Notice was the best practicable notice under the circumstances, and has been given to all Settlement Class Members known and*

*reasonably identifiable in full satisfaction of the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process... The Court notes that the reaction of the class was positive: only one person objected to the settlement although, by request of the objector and in the absence of any opposition from the parties, that objection was converted to an opt-out at the hearing.*

## 52. Honorable Steven I. Locke

*Donnenfield v. Petro, Inc.*, (December 4, 2019)

No. 17-cv-02310 (E.D.N.Y.):

*WHEREAS, the Parties have agreed to use JND Legal Administration ("JND"), an experienced administrator of class action settlements, as the claims administrator for this Settlement and agree that JND has the requisite experience and expertise to serve as claims administrator; The Court appoints JND as the claims administrator for the Settlement.*

## 53. Honorable Amy D. Hogue

*Trepte v. Bionaire, Inc.*, (November 5, 2019)

No. BC540110 (Cal. Super. Ct.):

*The Court appoints JND Legal Administration as the Class Administrator... The Court finds that the forms of notice to the Settlement Class regarding the pendency of the action and of this settlement, and the methods of giving notice to members of the Settlement Class... constitute the best notice practicable under the circumstances and constitute valid, due, and sufficient notice to all members of the Settlement Class. They comply fully with the requirements of California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other applicable law.*

## 54. Judge Barbara Jacobs Rothstein

*Wright v. Lyft, Inc.*, (May 29, 2019)

No. 17-cv-23307-MGC 14-cv-00421-BJR (W.D. Wash.):

*The Court also finds that the proposed method of distributing relief to the class is effective. JND Legal Administration ("JND"), an experienced claims administrator, undertook a robust notice program that was approved by this Court...*



## 55. Judge J. Walton McLeod

***Boskie v. Backgroundchecks.com***, (May 17, 2019)

No. 2019CP3200824 (S.C. C.P.):

*The Court appoints JND Legal Administration as Settlement Administrator...The Court approves the notice plans for the HomeAdvisor Class and the Injunctive Relief Class as set forth in the declaration of JND Legal Administration. The Court finds the class notice fully satisfies the requirements of due process, the South Carolina Rules of Civil Procedure. The notice plan for the HomeAdvisor Class and Injunctive Relief Class constitutes the best notice practicable under the circumstances of each Class.*

## 56. Honorable James Donato

***In re Resistors Antitrust Litig.***, (May 2, 2019)

No. 15-cv-03820-JD (N.D. Cal.):

*The Court approves as to form and content the proposed notice forms, including the long form notice and summary notice, attached as Exhibits B and D to the Second Supplemental Declaration of Jennifer M. Keough Regarding Proposed Notice Program (ECF No. 534-3). The Court further finds that the proposed plan of notice – including Class Counsel’s agreement at the preliminary approval hearing for the KOA Settlement that direct notice would be effectuated through both U.S. mail and electronic mail to the extent electronic mail addresses can be identified following a reasonable search – and the proposed contents of these notices, meet the requirements of Rule 23 and due process, and are the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto. The Court appoints the firm of JND Legal Administration LLC as the Settlement Administrator.*

## 57. Honorable Leigh Martin May

***Bankhead v. First Advantage Background Serv. Corp.***, (April 30, 2019)

No. 17-cv-02910-LMM-CCB (N.D. Ga.):

*The Court appoints JND Legal Administration as Settlement Administrator... The Court approves the notice plans for the Class as set forth in the declaration of the JND Legal Administration. The Court finds that class notice fully satisfies the requirements of due process of the Federal Rules of Civil Procedure. The notice plan constitutes the best notice practicable under the circumstances of the Class.*

## 58. Honorable P. Kevin Castel

**Hanks v. Lincoln Life & Annuity Co. of New York**, (April 23, 2019)  
No. 16-cv-6399 PKC (S.D.N.Y.):

*The Court approves the form and contents of the Short-Form Notice and Long-Form Notice (collectively, the “Notices”) attached as Exhibits A and B, respectively, to the Declaration of Jennifer M. Keough, filed on April 2, 2019, at Docket No. 120...The form and content of the notices, as well as the manner of dissemination described below, therefore meet the requirements of Rule 23 and due process, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled thereto...the Court approves the retention of JND Legal Administration LLC (“JND”) as the Notice Administrator.*

## 59. Judge Kathleen M. Daily

**Podawiltz v. Swisher Int’l, Inc.**, (February 7, 2019)  
No. 16CV27621 (Or. Cir. Ct.):

*The Court appoints JND Legal Administration as settlement administrator...The Court finds that the notice plan is reasonable, that it constitutes due, adequate and sufficient notice to all persons entitled to receive notice, and that it meets the requirements of due process, ORCP 32, and any other applicable laws.*

## 60. Honorable Kenneth J. Medel

**Huntzinger v. Suunto Oy**, (December 14, 2018)  
No. 37-2018-27159 (CU) (BT) (CTL) (Cal. Super. Ct.):

*The Court finds that the Class Notice and the Notice Program implemented pursuant to the Settlement Agreement and Preliminary Approval Order constituted the best notice practicable under the circumstances to all persons within the definition of the Class and fully complied with the due process requirement under all applicable statutes and laws and with the California Rules of Court.*

## 61. Honorable Thomas M. Durkin

**In re Broiler Chicken Antitrust Litig.**, (November 16, 2018)  
No. 16-cv-8637 (N.D. Ill.):

*The notice given to the Class, including individual notice to all members of the Class who could be identified through reasonable efforts, was the best notice practicable under the circumstances. Said notice provided due and adequate notice of the*

proceedings and of the matters set forth therein, including the proposed settlement set forth in the Settlement Agreement, to all persons entitled to such notice, and said notice fully satisfied the requirements of Rules 23(c)(2) and 23(e)(1) of the Federal Rules of Civil Procedure and the requirements of due process.

## 62. Judge Maren E. Nelson

**Granados v. Cnty. of Los Angeles**, (October 30, 2018)  
No. BC361470 (Cal. Super. Ct.):

*JND's Media Notice plan is estimated to have reached 83% of the Class. The overall reach of the Notice Program was estimated to be over 90% of the Class. (Keough Decl., at ¶12.). Based upon the notice campaign outlined in the Keough Declaration, it appears that the notice procedure was aimed at reaching as many class members as possible. The Court finds that the notice procedure satisfies due process requirements.*

## 63. Judge Maren E. Nelson

**McWilliams v. City of Long Beach**, (October 30, 2018)  
No. BC261469 (Cal. Super. Ct.):

*It is estimated that JND's Media Notice plan reached 88% of the Class and the overall reach of the Notice Program was estimated to be over 90% of the Class. (Keough Decl., at 12.). Based upon the notice campaign outlined in the Keough Declaration, it appears that the notice procedure was aimed at reaching as many class members as possible. The Court finds that the notice procedure satisfies due process requirements.*

## 64. Judge Cheryl L. Pollak

**Dover v. British Airways, PLC (UK)**, (October 9, 2018)  
No. 12-cv-5567 (E.D.N.Y.), in response to two objections:

*JND Legal Administration was appointed as the Settlement Claims Administrator, responsible for providing the required notices to Class Members and overseeing the claims process, particularly the processing of Cash Claim Forms...the overwhelmingly positive response to the Settlement by the Class Members, reinforces the Court's conclusion that the Settlement is fair, adequate, and reasonable.*

## 65. Judge Edward J. Davila

*In re Intuit Data Litig.*, (October 4, 2018)

No. 15-CV-1778-EJD (N.D. Cal.):

*The Court appoints JND Legal Administration (“JND”) to serve as the Settlement Administrator...The Court approves the program for disseminating notice to Class Members set forth in the Agreement and Exhibit A thereto (herein, the “Notice Program”). The Court approves the form and content of the proposed forms of notice, in the forms attached as Attachments 1 through 3 to Exhibit A to the Agreement. The Court finds that the proposed forms of notice are clear and readily understandable by Class Members. The Court finds that the Notice Program, including the proposed forms of notice, is reasonable and appropriate and satisfies any applicable due process and other requirements, and is the only notice to the Class Members of the Settlement that is required.*

## 66. Honorable Otis D. Wright, II

*Chester v. The TJX Cos.*, (May 15, 2018)

No. 15-cv-01437 (C.D. Cal.):

*... the Court finds and determines that the Notice to Class Members was complete and constitutionally sound, because individual notices were mailed and/or emailed to all Class Members whose identities and addresses are reasonably known to the Parties, and Notice was published in accordance with this Court’s Preliminary Approval Order, and such notice was the best notice practicable ...*

## 67. Honorable Susan J. Dlott

*Linneman v. Vita-Mix Corp.*, (May 3, 2018)

No. 15-cv-01437 (C.D. Cal.):

*JND Legal Administration, previously appointed to supervise and administer the notice process, as well as oversee the administration of the Settlement, appropriately issued notice to the Class as more fully set forth in the Agreement, which included the creation and operation of the Settlement Website and more than 3.8 million mailed or emailed notices to Class Members. As of March 27, 2018, approximately 300,000 claims have been filed by Class Members, further demonstrating the success of the Court-approved notice program.*

## 68. Honorable David O. Carter

*Hernandez v. Experian Info. Sols., Inc.*, (April 6, 2018)

No. 05-cv-1070 (C.D. Cal.):

*The Court finds, however, that the notice had significant value for the Class, resulting in over 200,000 newly approved claims—a 28% increase in the number of Class members who will receive claimed benefits—not including the almost 100,000 Class members who have visited the CCRA section of the Settlement Website thus far and the further 100,000 estimated visits expected through the end of 2019. (Dkt. 1114-1 at 3, 6). Furthermore, the notice and claims process is being conducted efficiently at a total cost of approximately \$6 million, or \$2.5 million less than the projected 2009 Proposed Settlement notice and claims process, despite intervening increases in postage rates and general inflation. In addition, the Court finds that the notice conducted in connection with the 2009 Proposed Settlement has significant ongoing value to this Class, first in notifying in 2009 over 15 million Class members of their rights under the Fair Credit Reporting Act (the ignorance of which for most Class members was one area on which Class Counsel and White Objectors' counsel were in agreement), and because of the hundreds of thousands of claims submitted in response to that notice, and processed and validated by the claims administrator, which will be honored in this Settlement.*

## 69. Judge Ann D. Montgomery

*In re Wholesale Grocery Prod. Antitrust Litig.*, (November 16, 2017)

No. 9-md-2090 (ADM) (TNL) (D. Minn.):

*Notice provider and claims administrator JND Legal Administration LLC provided proof that mailing conformed to the Preliminary Approval Order in a declaration filed contemporaneously with the Motion for Final Approval of Class Settlement. This notice program fully complied with Fed. R. Civ. P. 23, satisfied the requirements of due process, is the best notice practicable under the circumstances, and constituted due and adequate notice to the Class of the Settlement, Final Approval Hearing and other matters referred to in the Notice.*



## IV.

## CASE EXPERIENCE

Ms. Keough has played an important role in hundreds of matters throughout her career. A partial listing of her notice and claims administration case work is provided below.

CASE NAME	CASE NUMBER	LOCATION
<i>Aaland v. Contractors.com and One Planet Ops</i>	19-2-242124 SEA	Wash. Super. Ct.
<i>A.B. v. Regents of the Univ. of California</i>	20-cv-09555-RGK-E	C.D. Cal.
<i>Achziger v. IDS Prop. Cas. Ins.</i>	14-cv-5445	W.D. Wash.
<i>Adair v. Michigan Pain Specialist, PLLC</i>	14-28156-NO	Mich. Cir.
<i>Adkins v. EQT Prod. Co.</i>	10-cv-00037-JPJ-PMS	W.D. Va.
<i>Advance Trust &amp; Life Escrow Serv., LTA v. PHL Variable Ins. Co.</i>	18-cv-03444 (MKV)	S.D.N.Y.
<i>Advance Trust &amp; Life Escrow Serv., LTA v. ReliaStar Life Ins. Co.</i>	18-cv-2863-DWF-ECW	D. Minn.
<i>Advance Trust &amp; Life Escrow Serv., LTA v. Sec. Life of Denver Ins. Co.</i>	18-cv-01897-DDD-NYW	D. Colo.
<i>Ahmed v. HSBC Bank USA, NA</i>	15-cv-2057-FMO-SPx	N.D. Ill.
<i>Alexander v. District of Columbia</i>	17-1885 (ABJ)	D.D.C.
<i>Allagas v. BP Solar Int'l, Inc.</i>	14-cv-00560 (SI)	N.D. Cal.
<i>Allen v. Apache Corp.</i>	22-cv-00063-JAR	E.D. Okla.
<i>Amador v. Baca</i>	10-cv-1649	C.D. Cal.
<i>Amin v. Mercedes-Benz USA, LLC</i>	17-cv-01701-AT	N.D. Ga.
<i>Armstead v. VGW Malta Ltd.</i>	2022-CI-00553	Ky. Cir. Ct.
<i>Andrews v. Plains All Am. Pipeline, L.P.</i>	15-cv-04113-PSG-JEM	C.D. Cal.
<i>Anger v. Accretive Health</i>	14-cv-12864	E.D. Mich.
<i>Arnold v. State Farm Fire and Cas. Co.</i>	17-cv-148-TFM-C	S.D. Ala.
<i>Arthur v. Sallie Mae, Inc.</i>	10-cv-00198-JLR	W.D. Wash.
<i>Atkins v. Nat'l. Gen. Ins. Co.</i>	16-2-04728-4	Wash. Super. Ct.
<i>Atl. Ambulance Corp. v. Cullum &amp; Hitti</i>	MRS-L-264-12	N.J. Super. Ct.
<i>Backer Law Firm, LLC v. Costco Wholesale Corp.</i>	15-cv-327 (SRB)	W.D. Mo.
<i>Baker v. Equity Residential Mgmt., LLC</i>	18-cv-11175	D. Mass.
<i>Bankhead v. First Advantage Background Servs. Corp.</i>	17-cv-02910-LMM-CCB	N.D. Ga.
<i>Banks v. R.C. Bigelow, Inc.</i>	20-cv-06208-DDP (RAOx)	C.D. Cal.

CASE NAME	CASE NUMBER	LOCATION
<i>Barbanell v. One Med. Grp., Inc.</i>	CGC-18-566232	Cal. Super. Ct.
<i>Barrios v. City of Chicago</i>	15-cv-02648	N.D. Ill.
<i>Beaucage v. Ticketmaster Canada Holdings, ULC</i>	CV-20-00640518-00CP	Ont. Super. Ct.
<i>Belanger v. RoundPoint Mortg. Servicing</i>	17-cv-23307-MGC	S.D. Fla.
<i>Belin v. Health Ins. Innovations, Inc.</i>	19-cv-61430-AHS	S.D. Fla.
<i>Beltran v. InterExchange, Inc.</i>	14-cv-3074	D. Colo.
<i>Benson v. DoubleDown Interactive, LLC</i>	18-cv-00525-RSL	W.D. Wash.
<i>Bland v. Premier Nutrition Corp.</i>	RG19-002714	Cal. Super. Ct.
<i>Blankenship v. HAPO Cmty. Credit Union</i>	19-2-00922-03	Wash. Super. Ct.
<i>Blasi v. United Debt Serv., LLC</i>	14-cv-0083	S.D. Ohio
<i>Bollenbach Enters. Ltd. P'ship. v. Oklahoma Energy Acquisitions</i>	17-cv-134	W.D. Okla.
<i>Boskie v. Backgroundchecks.com</i>	2019CP3200824	S.C. C.P.
<i>Botts v. Johns Hopkins Univ.</i>	20-cv-01335-JRR	D. Md.
<i>Boyd v. RREM Inc., d/b/a Winston</i>	2019-CH-02321	Ill. Cir. Ct.
<i>Bradley v. Honecker Cowling LLP</i>	18-cv-01929-CL	D. Or.
<i>Brasch v. K. Hovnanian Enter. Inc.</i>	30-2013-00649417-CU-CD-CXC	Cal. Super. Ct.
<i>Brighton Tr. LLC, as Tr. v. Genworth Life &amp; Annuity Ins. Co.</i>	20-cv-240-DJN	E.D. Va.
<i>Brna v. Isle of Capri Casinos</i>	17-cv-60144 (FAM)	S.D. Fla.
<i>Bromley v. SXS LLC</i>	20-cv-439	W.D. Tex.
<i>Browning v. Yahoo!</i>	C04-01463 HRL	N.D. Cal.
<i>Bruzek v. Husky Oil Operations Ltd.</i>	18-cv-00697	W.D. Wis.
<i>Burnett v. Nat'l Assoc. of Realtors</i>	19-CV-00332-SRB	W.D. Mo.
<i>Careathers v. Red Bull N. Am., Inc.</i>	13-cv-369 (KPF)	S.D.N.Y.
<i>Carillo v. Wells Fargo Bank, N.A.</i>	18-cv-03095	E.D.N.Y.
<i>Carmack v. Amaya Inc.</i>	16-cv-1884	D.N.J.
<i>Cavallaro v USAA</i>	20-CV-00414-TSB	S.D. Ohio
<i>Cecil v. BP Am. Prod. Co.</i>	16-cv-410 (RAW)	E.D. Okla.
<i>Chapman v. GEICO Cas. Co.</i>	37-2019-00000650-CU-CR-CTL	Cal. Super. Ct.
<i>Chapman v. Gen. Motors, LLC</i>	19-CV-12333-TGB-DRG	E.D. Mich.
<i>City of Philadelphia v. Bank of Am. Corp.</i>	19-CV-1608 (JMF)	S.D.N.Y.
<i>Chester v. TJX Cos.</i>	15-cv-1437 (ODW) (DTB)	C.D. Cal.

CASE NAME	CASE NUMBER	LOCATION
<i>Chieftain Royalty Co. v. BP Am. Prod. Co.</i>	18-cv-00054-JFH-JFJ	N.D. Okla.
<i>Chieftain Royalty Co. v. Marathon Oil Co.</i>	17-cv-334	E.D. Okla.
<i>Chieftain Royalty Co. v. Newfield Exploration Mid-Continent Inc.</i>	17-cv-00336-KEW	E.D. Okla.
<i>Chieftain Royalty Co. v. SM Energy Co.</i>	18-cv-01225-J	W.D. Okla.
<i>Chieftain Royalty Co. v. XTO Energy, Inc.</i>	11-cv-00029-KEW	E.D. Okla.
<i>Christopher v. Residence Mut. Ins. Co.</i>	CIVDS1711860	Cal. Super. Ct.
<i>City of Los Angeles v. Bankrate, Inc.</i>	14-cv-81323 (DMM)	S.D. Fla.
<i>Cline v Sunoco, Inc.</i>	17-cv-313-JAG	E.D. Okla.
<i>Cline v. TouchTunes Music Corp.</i>	14-CIV-4744 (LAK)	S.D.N.Y.
<i>Cobell v. Salazar</i>	96-cv-1285 (TFH)	D.D.C.
<i>Common Ground Healthcare Coop. v. United States</i>	17-877C	F.C.C.
<i>Condo. at Northpointe Assoc. v. State Farm Fire &amp; Cas. Co.</i>	16-cv-01273	N.D. Ohio
<i>Cooper Clark Found. v. Oxy USA</i>	2017-CV-000003	D. Kan.
<i>Corker v. Costco Wholesale Corp.</i>	19-cv-00290-RSL	W.D. Wash.
<i>Corona v. Sony Pictures Entm't Inc.</i>	14-CV-09600-RGK-E	C.D. Cal.
<i>Courtney v. Avid Tech., Inc.</i>	13-cv-10686-WGY	D. Mass.
<i>Cowan v. Devon Energy Corp.</i>	22-cv-00220-JAR	E.D. Okla.
<i>DC 16 v. Sutter Health</i>	RG15753647	Cal. Super. Ct.
<i>D'Amario v. Univ. of Tampa</i>	20-cv-03744	S.D.N.Y.
<i>Dahy v. FedEx Ground Package Sys., Inc.</i>	GD-17-015638	C.P. Pa.
<i>Dargoltz v. Fashion Mktng &amp; Merch. Grp.</i>	2021-009781-CA-01	Fla. Cir. Ct.
<i>DASA Inv., Inc. v. EnerVest Operating LLC</i>	18-cv-00083-SPS	E.D. Okla.
<i>Davis v. Carfax, Inc.</i>	CJ-04-1316L	D. Okla.
<i>Davis v. State Farm Ins.</i>	19-cv-466	W.D. Ky.
<i>DDL Oil &amp; Gas, LLC v Tapstone Energy, LLC</i>	CJ-2019-17	D. Okla.
<i>DeCapua v. Metro. Prop. and Cas. Ins. Co.</i>	18-cv-00590	D.R.I.
<i>DeFrees v. Kirkland and U.S. Aerospace, Inc.</i>	CV 11-04574	C.D. Cal.
<i>Deitrich v. Enerfin Res. I Ltd. P'ship</i>	20-cv-084-KEW	E.D. Okla.
<i>de Lacour v. Colgate-Palmolive Co.</i>	16-cv-8364-KW	S.D.N.Y.
<i>Delkener v. Cottage Health Sys.</i>	30-2016-847934 (CU) (NP) (CXC)	Cal. Super. Ct.
<i>DeMarco v. AvalonBay Communities, Inc.</i>	15-cv-00628-JLL-JAD	D.N.J.



CASE NAME	CASE NUMBER	LOCATION
<i>Diel v Salal Credit Union</i>	19-2-10266-7 KNT	Wash. Super. Ct.
<i>Dinsmore v. ONEOK Field Serv. Co., L.L.C.</i>	22-cv-00073-GKF-CDL	N.D. Okla.
<i>Dinsmore v. Phillips 66 Co.</i>	22-CV-44-JFH	E.D. Okla.
<i>Djoric v. Justin Brands, Inc.</i>	BC574927	Cal. Super. Ct.
<i>Doan v. CORT Furniture Rental Corp.</i>	30-2017-00904345-CU-BT-CXC	Cal. Super. Ct.
<i>Doan v. State Farm Gen. Ins. Co.</i>	1-08-cv-129264	Cal. Super. Ct.
<i>Dobbins v. Bank of Am., N.A.</i>	17-cv-00540	D. Md.
<i>Doe v. California Dep't. of Pub. Health</i>	20STCV32364	Cal. Super. Ct.
<i>Doe v MindGeek USA Incorp.</i>	21-cv-00338	C.D. Cal.
<i>Donnenfield v. Petro, Inc.</i>	17-cv-02310	E.D.N.Y.
<i>Dougherty v. Barrett Bus. Serv., Inc.</i>	17-2-05619-1	Wash. Super. Ct.
<i>Dougherty v. QuickSIUS, LLC</i>	15-cv-06432-JHS	E.D. Pa.
<i>Dover v. British Airways, PLC (UK)</i>	12-cv-5567	E.D.N.Y.
<i>Duarte v. US Metals Ref. Co.</i>	17-cv-01624	D.N.J.
<i>Dwyer v. Snap Fitness, Inc.</i>	17-cv-00455-MRB	S.D. Ohio
<i>Dye v. Richmond Am. Homes of California, Inc.</i>	30-2013-00649460-CU-CD-CXC	Cal. Super. Ct.
<i>Edwards v. Arkansas Cancer Clinic, P.A.</i>	35CV-18-1171	Ark. Cir. Ct.
<i>Edwards v. Hearst Commc'ns., Inc.</i>	15-cv-9279 (AT) (JLC)	S.D.N.Y.
<i>Elec. Welfare Trust Fund v. United States</i>	19-353C	Fed. Cl.
<i>Engquist v. City of Los Angeles</i>	BC591331	Cal. Super. Ct.
<i>Expedia Hotel Taxes &amp; Fees Litig.</i>	05-2-02060-1 (SEA)	Wash. Super. Ct.
<i>Express Freight Int'l v. Hino Motors, LTD.</i>	22-cv-22483	S.D. Fla.
<i>Family Med. Pharmacy LLC v. Impax Labs., Inc.</i>	17-cv-53	S.D. Ala.
<i>Family Med. Pharmacy LLC v. Trxade Grp. Inc.</i>	15-cv-00590-KD-B	S.D. Ala.
<i>Farmer v. Bank of Am.</i>	11-cv-00935-OLG	W.D. Tex.
<i>Farris v. Carlinville Rehab and Health Care Ctr.</i>	2019CH42	Ill. Cir. Ct.
<i>Ferrando v. Zynga Inc.</i>	22-cv-00214-RSL	W.D. Wash.
<i>Fielder v. Mechanics Bank</i>	BC721391	Cal. Super. Ct.
<i>Finerman v. Marriott Ownership Resorts, Inc.</i>	14-cv-1154-J-32MCR	M.D. Fla.
<i>Fishon v. Premier Nutrition Corp.</i>	16-CV-06980-RS	N.D. Cal.
<i>Fitzgerald v. Lime Rock Res.</i>	CJ-2017-31	Okla. Dist. Ct.
<i>Folweiler v. Am. Family Ins. Co.</i>	16-2-16112-0	Wash. Super. Ct.

CASE NAME	CASE NUMBER	LOCATION
<i>Fosbrink v. Area Wide Protective, Inc.</i>	17-cv-1154-T-30CPT	M.D. Fla.
<i>Franklin v. Equity Residential</i>	651360/2016	N.Y. Super. Ct.
<i>Frederick v. ExamSoft Worldwide, Inc.</i>	2021L001116	Ill. Cir. Ct.
<i>Frost v. LG Elec. MobileComm U.S.A., Inc.</i>	37-2012-00098755-CU-PL-CTL	Cal. Super. Ct.
<i>FTC v. AT&amp;T Mobility, LLC</i>	14CV4785	N.D. Cal.
<i>FTC v. Consumerinfo.com</i>	SACV05-801 AHS (MLGx)	C.D. Cal.
<i>FTC v. Fashion Nova, LLC</i>	C4759	
<i>FTC v. Reckitt Benckiser Grp. PLC</i>	19CV00028	W.D. Va.
<i>Gehrich v. Howe</i>	37-2018-00041295-CU-SL-CTL	N.D. Ga.
<i>Gifford v. Pets Global, Inc.</i>	21-cv-02136-CJC-MRW	C.D. Cal.
<i>Gomez v. Mycles Cycles, Inc.</i>	37-2015-00043311-CU-BT-CTL	Cal. Super. Ct.
<i>Gonzalez v. Banner Bank</i>	20-cv-05151-SAB	E.D. Wash.
<i>Gonzalez-Tzita v. City of Los Angeles</i>	16-cv-00194	C.D. Cal.
<i>Graf v. Orbit Machining Co.</i>	2020CH03280	Ill. Cir. Ct.
<i>Gragg v. Orange Cab Co.</i>	C12-0576RSL	W.D. Wash.
<i>Graham v. Univ. of Michigan</i>	21-cv-11168-VAR-EAS	E.D. Mich.
<i>Granados v. Cnty. of Los Angeles</i>	BC361470	Cal. Super., Ct.
<i>Gudz v. Jemrock Realty Co., LLC</i>	603555/2009	N.Y. Super. Ct.
<i>Gupta v. Aeries Software, Inc.</i>	20-cv-00995	C.D. Cal.
<i>Gutierrez, Jr. v. Amplify Energy Corp.</i>	21-cv-01628-DOC-JDE	C.D. Cal.
<i>Hahn v. Hanil Dev., Inc.</i>	BC468669	Cal. Super. Ct.
<i>Haines v. Washington Trust Bank</i>	20-2-10459-1	Wash. Super. Ct.
<i>Halperin v. YouFit Health Clubs</i>	18-cv-61722-WPD	S.D. Fla.
<i>Hanks v. Lincoln Life &amp; Annuity Co. of New York</i>	16-cv-6399 PKC	S.D.N.Y.
<i>Harrington v. Wells Fargo Bank NA</i>	19-cv-11180-RGS	D. Mass.
<i>Harris v. Chevron U.S.A., Inc.</i>	15-cv-00094	W.D. Okla.
<i>Hartnett v. Washington Fed., Inc.</i>	21-cv-00888-RSM-MLP	W.D. Wash.
<i>Hawker v. Pekin Ins. Co.</i>	20-cv-00830	S.D. Ohio
<i>Hay Creek Royalties, LLC v Mewbourne Oil Co.</i>	CIV-20-1199-F	W.D. Okla.
<i>Hay Creek Royalties, LLC v. Roan Res. LLC</i>	19-cv-00177-CVE-JFJ	N.D. Okla.
<i>Health Republic Ins. Co. v. United States</i>	16-259C	F.C.C.
<i>Heathcote v. SpinX Games Ltd.</i>	20-cv-01310	W.D. Wis.

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<i>Henry Price Trust v Plains Mktng</i>	19-cv-00390-RAW	E.D. Okla.
<i>Hernandez v. Experian Info. Sols., Inc.</i>	05-cv-1070 (DOC) (MLGx)	C.D. Cal.
<i>Hernandez v. Wells Fargo Bank, N.A.</i>	18-cv-07354	N.D. Cal.
<i>Herrera v. Wells Fargo Bank, N.A.</i>	18-cv-00332-JVS-MRW	C.D. Cal.
<i>Hicks v. State Farm Fire and Cas. Co.</i>	14-cv-00053-HRW-MAS	E.D. Ky.
<i>Hill v. Valli Produce of Evanston</i>	2019CH13196	Ill. Cir. Ct.
<i>Hill-Green v. Experian Info. Solutions, Inc.</i>	19-cv-708-MHL	E.D. Va.
<i>Holmes v. LM Ins. Corp.</i>	19-cv-00466	M.D. Tenn.
<i>Holt v. Murphy Oil USA, Inc.</i>	17-cv-911	N.D. Fla.
<i>Hoog v. PetroQuest Energy, L.L.C.</i>	16-cv-00463-KEW	E.D. Okla.
<i>Horton v. Cavalry Portfolio Serv., LLC and Krejci v. Cavalry Portfolio Serv., LLC</i>	13-cv-0307-JAH-WVG and 16-cv-00211-JAH-WVG	C.D. Cal.
<i>Howell v. Checkr, Inc.</i>	17-cv-4305	N.D. Cal.
<i>Hoyte v. Gov't of D.C.</i>	13-cv-00569	D.D.C.
<i>Hufford v. Maxim Inc.</i>	19-cv-04452-ALC-RWL	S.D.N.Y.
<i>Huntzinger v. Suunto Oy</i>	37-2018-27159 (CU) (BT) (CTL)	Cal. Super. Ct.
<i>In re Air Cargo Shipping Servs. Antitrust Litig.</i>	06-md-1775 (JG) (VVP)	E.D.N.Y.
<i>In re Am. Express Fin. Advisors Sec. Litig.</i>	04 Civ. 1773 (DAB)	S.D.N.Y.
<i>In re AMR Corp. (Am. Airlines Bankr.)</i>	1-15463 (SHL)	S.D.N.Y.
<i>In re Arizona Theranos, Inc. Litig.</i>	16-cv-2138-DGC	D. Ariz.
<i>In re Auction Houses Antitrust Litig.</i>	00-648 (LAK)	S.D.N.Y.
<i>In re AXA Equitable Life Ins. Co. COI Litig.</i>	16-cv-740 (JMF)	S.D.N.Y.
<i>In re Banner Health Data Breach Litig.</i>	16-cv-02696	D. Ariz.
<i>In re Blue Cross Blue Shield Antitrust Litig.</i>	13-CV-20000-RDP	N.D. Ala.
<i>In re Broiler Chicken Antitrust Litig.</i>	16-cv-08637	N.D. Ill.
<i>In re Chaparral Energy, Inc.</i>	20-11947 (MFW)	D. Del. Bankr.
<i>In re Classmates.com</i>	C09-45RAJ	W.D. Wash.
<i>In re Equifax Inc. Customer Data Sec. Breach Litig.</i>	17-md-2800-TWT	N.D. Ga.
<i>In re Farm-raised Salmon and Salmon Prod. Antitrust Litig.</i>	19-cv-21551-CMA	S.D. Fla.
<i>In re General Motors LLC Ignition Switch Litig.</i>	14-md-2543	S.D.N.Y.
<i>In re Glob. Tel*Link Corp. Litig.</i>	14-CV-5275	W.D. Ark.
<i>In re Guess Outlet Store Pricing</i>	JCCP No. 4833	Cal. Super. Ct.

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<i>In re Intuit Data Litig.</i>	15-CV-1778-EJD	N.D. Cal.
<i>In re Keurig Green Mountain Single-Serve Coffee Antitrust Litig. (Indirect-Purchasers)</i>	14-md-02542	S.D.N.Y.
<i>In re LIBOR-Based Fin. Instruments Antitrust Litig.</i>	11-md-2262 (NRB)	S.D.N.Y.
<i>In re Local TV Advert. Antitrust Litig.</i>	MDL No. 2867	N.D. Ill.
<i>In re MacBook Keyboard Litig.</i>	18-cv-02813-EDJ	N.D. Cal.
<i>In re Mercedes-Benz Emissions Litig.</i>	16-cv-881 (KM) (ESK)	D.N.J.
<i>In re MyFord Touch Consumer Litig.</i>	13-cv-3072 (EMC)	N.D. Cal.
<i>In re Nat'l Football League's Sunday Ticket Antitrust Litig.</i>	15-ml-02668-PSG (JEMx)	C.D. Cal.
<i>In re Navistar MaxxForce Engines Mktg., Sales Practices and Prods. Liab. Litig.</i>	14-cv-10318	N.D. Ill.
<i>In re Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010</i>	2179 (MDL)	E.D. La.
<i>In re Packaged Seafood Products Antitrust Litig. (DPP and EPP Class)</i>	15-md-02670	S.D. Cal.
<i>In re PHH Lender Placed Ins. Litig.</i>	12-cv-1117 (NLH) (KMW)	D.N.J.
<i>In re Pokémon Go Nuisance Litig.</i>	16-cv-04300	N.D. Cal.
<i>In re Polyurethane Foam Antitrust Litig.</i>	10-md-196 (JZ)	N.D. Ohio
<i>In re Pre-Filled Propane Tank Antitrust Litig.</i>	14-md-02567	W.D. Mo.
<i>In re Processed Egg Prod. Antitrust Litig.</i>	08-MD-02002	E.D. Pa.
<i>In re Resistors Antitrust Litig.</i>	15-cv-03820-JD	N.D. Cal.
<i>In re Ripple Labs Inc. Litig.</i>	18-cv-06753-PJH	N.D. Cal.
<i>In re Rockwell Med. Inc. Stockholder Derivative Litig.</i>	19-cv-02373	E.D. N.Y.
<i>In re Sheridan Holding Co. I, LLC</i>	20-31884 (DRJ)	Bankr. S.D. Tex.
<i>In re Stryker Rejuvenate and ABG II Hip Implant Prods. Liab. Litig.</i>	13-md-2441	D. Minn.
<i>In re Subaru Battery Drain Prods. Liab. Litig.</i>	20-cv-03095-JHR-MJS	D.N.J.
<i>In re The Engle Trust Fund</i>	94-08273 CA 22	Fla. 11th Cir. Ct.
<i>In re TransUnion Rental Screening Sol. Inc. FCRA Litig.</i>	20-md-02933-JPB	N.D. Ga.
<i>In re Unit Petroleum Co.</i>	20-32738 (DRJ)	Bankr. S.D. Tex.
<i>In re Volkswagen "Clean Diesel" Mktg., Sales Practice and Prods. Liab. Litig.</i>	MDL 2672 CRB	N.D. Cal.
<i>In re Washington Mut. Inc. Sec. Litig.</i>	8-md-1919 (MJP)	W.D. Wash.

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<i>In re Webloyalty.com, Inc. Mktg. &amp; Sales Practices Litig.</i>	06-11620-JLT	D. Mass.
<i>In re Wholesale Grocery Prod. Antitrust Litig.</i>	9-md-2090 (ADM) (TNL)	D. Minn.
<i>In re Yahoo! Inc. Sec. Litig.</i>	17-cv-373	N.D. Cal.
<i>In the Matter of the Complaint of Dordellas Finance Corp.</i>	22-cv-02153-DOC-JDE	C.D. Cal.
<i>James v. PacifiCorp.</i>	20cv33885	Or. Cir. Ct.
<i>Jerome v. Elan 99, LLC</i>	2018-02263	Tx. Dist. Ct.
<i>Jet Capital Master Fund L.P. v. HRG Grp. Inc.</i>	21-cv-552-jdp	W.D. Wis.
<i>Jeter v. Bullseye Energy, Inc.</i>	12-cv-411 (TCK) (PJC)	N.D. Okla.
<i>Johnson v. Hyundai Capital Am.</i>	BC565263	Cal. Super. Ct.
<i>Johnson v. MGM Holdings, Inc.</i>	17-cv-00541	W.D. Wash.
<i>Johnston v. Camino Natural Res., LLC</i>	19-cv-02742-CMA-SKC	D. Colo.
<i>Jones v. USAA Gen. Indem. Co.</i>	D01CI200009724	D. Neb.
<i>Jordan v. WP Co. LLC, d/b/a The Washington Post</i>	20-cv-05218	N.D. Cal.
<i>Kain v. Economist Newspaper NA, Inc.</i>	21-cv-11807-MFL-CI	E.D. Mich.
<i>Kalra v. Mercedes-Benz Canada Inc.</i>	CV-16-550271-00CP	Ont. Super. Ct.
<i>Kennedy v. McCarthy</i>	16-cv-2010-CSH	D. Conn.
<i>Kent v. R.L. Vallee, Inc.</i>	617-6-15	D. Vt.
<i>Kernen v. Casillas Operating LLC</i>	18-cv-00107-JD	W.D. Okla.
<i>Khona v. Subaru of Am., Inc.</i>	19-cv-09323-RMB-AMD	D.N.J.
<i>Kin-Yip Chun v. Fluor Corp.</i>	8-cv-01338-X	N.D. Tex.
<i>King v. Bumble Trading Inc.</i>	18-cv-06868-NC	N.D. Cal.
<i>Kissel v. Code 42 Software Inc.</i>	15-1936 (JLS) (KES)	C.D. Cal.
<i>Kokoszki v. Playboy Enter., Inc.</i>	19-cv-10302	E.D. Mich.
<i>Komesar v. City of Pasadena</i>	BC 677632	Cal. Super. Ct.
<i>Kommer v. Ford Motor Co.</i>	17-cv-00296-LEK-DJS	N.D.N.Y.
<i>Konecky v Allstate</i>	CV-17-10-M-DWM	D. Mont.
<i>Krueger v. Ameriprise Fin., Inc.</i>	11-cv-02781 (SRN/JSM)	D. Minn.
<i>Kunneman Props. LLC v. Marathon Oil Co.</i>	17-cv-00456-GKF-JFJ	N.D. Okla.
<i>Lambert v. Navy Fed. Credit Union</i>	19-cv-00103-LO-MSN	E.D. Va.
<i>Langan v. Johnson &amp; Johnson Consumer Co.</i>	13-cv-01471	D. Conn.
<i>Langer v. CME Grp.</i>	2014CH00829	Ill. Cir. Ct.



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<i>Larson v. Allina Health Sys.</i>	17-cv-03835	D. Minn.
<i>Lee v. Hertz Corp., Dollar Thrifty Auto. Grp. Inc.</i>	CGC-15-547520	Cal. Super. Ct.
<i>Lee v. PetroQuest Energy, L.L.C.</i>	16-cv-00516-KEW	E.D. Okla.
<i>Leonard v. John Hancock Life Ins. Co. of NY</i>	18-CV-04994	S.D.N.Y.
<i>Lerman v. Apple Inc</i>	15-cv-07381	E.D.N.Y.
<i>Levy v. Dolgencorp, LLC</i>	20-cv-01037-TJC-MCR	M.D. Fla.
<i>Linderman v. City of Los Angeles</i>	BC650785	Cal. Super. Ct.
<i>Linneman v. Vita-Mix Corp.</i>	15-cv-748	S.D. Ohio
<i>Liotta v. Wolford Boutiques, LLC</i>	16-cv-4634	N.D. Ga.
<i>Lippert v. Baldwin</i>	10-cv-4603	N.D. Ill.
<i>Lloyd v. CVB Fin. Corp.</i>	10-cv-6256 (CAS)	C.D. Cal.
<i>Loblaw Card Program</i>	Remediation Program	
<i>Loftus v. Outside Integrated Media, LLC</i>	21-cv-11809-MAG-DRG	E.D. Mich.
<i>LSIMC, LLC v. Am. Gen. Life Ins. Co.</i>	20-cv-11518	C.D. Cal.
<i>Mabrey v. Autovest</i>	CGC-18-566617	Cal. Super. Ct.
<i>Macias v. Los Angeles County Dep't. of Water and Power</i>	BC594049	Cal. Super. Ct.
<i>Malin v. Ambry Genetics Corp.</i>	30-2018-00994841-CU-SL-CXC	Cal. Super. Ct.
<i>Malone v. Western Digital Corp.</i>	20-cv-03584-NC	N.D. Cal.
<i>Marical v. Boeing Employees' Credit Union</i>	19-2-20417-6	Wash. Super. Ct.
<i>Markson v. CRST Int'l, Inc.</i>	17-cv-01261-SB (SPx)	C.D. Cal.
<i>Martin v. Lindenwood Univ.</i>	20-cv-01128	E.D. Mo.
<i>Martinelli v. Johnson &amp; Johnson</i>	15-cv-01733-MCE-DB	E.D. Cal.
<i>McCall v. Hercules Corp.</i>	66810/2021	N.Y. Super. Ct.
<i>McClellan v. Chase Home Fin.</i>	12-cv-01331-JGB-JEM	C.D. Cal.
<i>McClintock v. Continuum Producer Serv., LLC</i>	17-cv-00259-JAG	E.D. Okla.
<i>McClintock v Enter.</i>	16-cv-00136-KEW	E.D. Okla.
<i>McGann v. Schnuck Markets Inc.</i>	1322-CC00800	Mo. Cir. Ct.
<i>McGraw v. Geico Gen. Ins. Co.</i>	15-2-07829-7	Wash. Super. Ct.
<i>McKibben v. McMahon</i>	14-2171 (JGB) (SP)	C.D. Cal.
<i>McKnight Realty Co. v. Bravo Arkoma, LLC</i>	17-CIV-308 (KEW); 20-CV-428-KEW	E.D. Okla.
<i>McNeill v. Citation Oil &amp; Gas Corp.</i>	17-CIV-121 (KEW)	E.D. Okla.

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<i>McWilliams v. City of Long Beach</i>	BC361469	Cal. Super. Ct.
<i>Messner v. Cambridge Real Estate Servs., Inc.</i>	19CV28815	Or. Cir. Ct.
<i>Metzner v. Quinnipiac Univ.</i>	20-cv-00784	D. Conn.
<i>Mid Is. LP v. Hess Corp.</i>	650911/2013	N.Y. Super. Ct.
<i>Miller Revocable Trust v DCP Operating Co., LP</i>	18-cv-00199-JH	E.D. Okla.
<i>Miller v. Carrington Mortg. Serv., LLC</i>	19-cv-00016-JDL	D. Me.
<i>Miller v. Guenther Mgmt. LLC</i>	20-2-02604-32	Wash. Super. Ct.
<i>Miller v. Mut. of Enumclaw Ins. Co.</i>	19-2-12357-1	Wash. Super. Ct.
<i>Milstead v. Robert Fiance Beauty Sch., Inc.</i>	CAM-L-328-16	N.J. Super. Ct.
<i>Mitchell v Red Bluff Res. Operating, LLC</i>	CJ-2021-323	D. Okla.
<i>Moeller v. Advance Magazine Publishers, Inc.</i>	15-cv-05671 (NRB)	S.D.N.Y.
<i>Mojica v. Securus Techs., Inc.</i>	14-cv-5258	W.D. Ark.
<i>Molnar v. 1-800-Flowers Retail, Inc.</i>	BC 382828	Cal. Super. Ct.
<i>Monteleone v. Nutro Co.</i>	14-cv-00801-ES-JAD	D.N.J.
<i>Moodie v. Maxim HealthCare Servs.</i>	14-cv-03471-FMO-AS	C.D. Cal.
<i>Muir v. Early Warning Servs., LLC</i>	16-cv-00521	D.N.J.
<i>Mylan Pharm., Inc. v. Warner Chilcott Pub. Ltd.</i>	12-3824	E.D. Pa.
<i>Nasseri v. Cytosport, Inc.</i>	BC439181	Cal. Super. Ct.
<i>Nesbitt v. Postmates, Inc.</i>	CGC-15-547146	Cal. Super. Ct.
<i>New Orleans Tax Assessor Project</i>	Tax Assessment Program	
<i>NMPA Late Fee Program Grps. I-IVA</i>	Remediation Program	CRB
<i>Noble v. Northland</i>	UWY-CV-16-6033559-S	Conn. Super. Ct.
<i>Novoa v. GEO Grp., Inc.</i>	17-cv-02514-JGB-SHK	C.D. Cal.
<i>Nozzi v. Housing Auth. of the City of Los Angeles</i>	CV 07-0380 PA (FFMx)	C.D. Cal.
<i>Nwabueza v. AT&amp;T</i>	C 09-01529 SI	N.D. Cal.
<i>Nwauzor v. GEO Grp., Inc.</i>	17-cv-05769	W.D. Wash.
<i>O'Donnell v. Fin. Am. Life Ins. Co.</i>	14-cv-01071	S.D. Ohio
<i>Ostendorf v. Grange Indem. Ins. Co.</i>	19-cv-01147-ALM-KAJ	S.D. Ohio
<i>Paetzold v. Metro. Dist. Comm'n</i>	X07-HHD-CV-18-6090558-S	Conn. Super. Ct.
<i>Palmer v City of Anaheim</i>	30-2017-00938646	Cal. Super. Ct.
<i>Parker v. Time Warner Entm't Co.</i>	239 F.R.D. 318	E.D.N.Y.
<i>Parker v. Universal Pictures</i>	16-cv-1193-CEM-DCI	M.D. Fla.



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<i>Patrick v. Volkswagen Grp. of Am., Inc.</i>	19-cv-01908-MCS-ADS	C.D. Cal.
<i>Pauper Petroleum, LLC v. Kaiser-Francis Oil Co.</i>	19-cv-00514-JFH-JFJ	N.D. Okla.
<i>Pemberton v. Nationstar Mortg. LLC</i>	14-cv-1024-BAS (MSB)	S.D. Cal.
<i>Pena v. Wells Fargo Bank</i>	19-cv-04065-MMC-TSH	N.D. Cal.
<i>Perchlak v. Liddle &amp; Liddle</i>	19-cv-09461	C.D. Cal.
<i>Perez v. DIRECTV</i>	16-cv-01440-JLS-DFM	C.D. Cal.
<i>Perez v. Wells Fargo Co.</i>	17-cv-00454-MMC	N.D. Cal.
<i>Peterson v. Apria Healthcare Grp., Inc.</i>	19-cv-00856	M.D. Fla.
<i>Petersen v. Costco Wholesale Co.</i>	13-cv-01292-DOC-JCG	C.D. Cal.
<i>Phillips v. Hobby Lobby Stores, Inc.</i>	18-cv-01645-JHE; 16-cv-837-JHE	N.D. Ala.
<i>PHT Holding II LLC v. N. Am. Co. for Life and Health Ins.</i>	18-CV-00368	S.D. Iowa
<i>Pierce v Anthem Ins. Cos.</i>	15-cv-00562-TWP-TAB	S. D. Ind.
<i>Pine Manor Investors v. FPI Mgmt., Inc.</i>	34-2018-00237315	Cal. Super. Ct.
<i>Pinon v. Mercedes-Benz USA, LLC and Daimler AG</i>	18-cv-3984	N.D. Ga.
<i>Podawiltz v. Swisher Int'l, Inc.</i>	16CV27621	Or. Cir. Ct.
<i>Press v. J. Crew Grp., Inc.</i>	56-2018-512503 (CU) (BT) (VTA)	Cal. Super. Ct.
<i>Pruitt v. Par-A-Dice Hotel Casino</i>	2020-L-000003	Ill. Cir. Ct.
<i>Purcell v. United Propane Gas, Inc.</i>	14-CI-729	Ky. 2nd Cir.
<i>Quezada v. ArbiterSports, LLC</i>	20-cv-05193-TJS	E.D. Pa.
<i>Ramos v. Hopele of Fort Lauderdale, LLC</i>	17-cv-62100	S.D. Fla.
<i>Rayburn v. Santander Consumer USA, Inc.</i>	18-cv-1534	S.D. Ohio
<i>RCC, P.S. v. Unigard Ins. Co.</i>	19-2-17085-9	Wash. Super. Ct.
<i>Reed v. Scientific Games Corp.</i>	18-cv-00565-RSL	W.D. Wash.
<i>Reirdon v. Cimarex Energy Co.</i>	16-CIV-113 (KEW)	E.D. Okla.
<i>Reirdon v. XTO Energy Inc.</i>	16-cv-00087-KEW	E.D. Okla.
<i>Rhea v. Apache Corp.</i>	14-cv-00433-JH	E.D. Okla.
<i>Rice v. Burlington Res. Oil &amp; Gas Co., LP</i>	20-cv-00431-GFK-FHM	N.D. Cal.
<i>Rice v. Insync</i>	30-2014-00701147-CU-NP-CJC	Cal. Super. Ct.
<i>Rice-Redding v. Nationwide Mut. Ins. Co.</i>	18-cv-01203	N.D. Ga.
<i>Rich v. EOS Fitness Brands, LLC</i>	RIC1508918	Cal. Super. Ct.
<i>Rick Nelson Co. v. Sony Music Ent.</i>	18-cv-08791	S.D.N.Y.

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<i>Rocchio v. Rutgers, The State Univ. of New Jersey</i>	MID-L-003039-20	N.J. Super. Ct.
<i>Rollo v. Universal Prop. &amp; Cas. Ins.</i>	2018-027720-CA-01	Fla. Cir. Ct.
<i>Rosado v. Barry Univ., Inc.</i>	20-cv-21813	S.D. Fla.
<i>Rosenberg, D.C., P.A. v. Geico Gen. Ins. Co.</i>	19-cv-61422-CANNON/Hunt	S.D. Fla.
<i>Roth v. GEICO Gen. Ins. Co. and Joffe v. GEICO Indem. Co.</i>	16-cv-62942	S.D. Fla.
<i>Rounds v. FourPoint Energy, LLC</i>	CIV-20-00052-P	W.D. Wis.
<i>Routh v. SEIU Healthcare 775NW</i>	14-cv-00200	W.D. Wash.
<i>Ruppel v. Consumers Union of United States, Inc.</i>	16-cv-2444 (KMK)	S.D.N.Y.
<i>Russett v. Nw. Mut. Life Ins. Co.,</i>	19-cv-07414-KMK	S.D.N.Y.
<i>Saccoccio v. JP Morgan Chase</i>	13-cv-21107	S.D. Fla.
<i>Salgado v. UPMC Jameson</i>	30008-18	C.P. Pa.
<i>Sanders v. Glob. Research Acquisition, LLC</i>	18-cv-00555	M.D. Fla.
<i>Sandoval v. Merlex Stucco Inc.</i>	BC619322	Cal. Super. Ct.
<i>Santa Barbara Channelkeeper v. State Water Res. Control Bd.</i>	37-2020-00005776	Cal. Super. Ct.
<i>Schlesinger v. Ticketmaster</i>	BC304565	Cal. Super. Ct.
<i>Schulte v. Liberty Ins. Corp.</i>	19-cv-00026	S.D. Ohio
<i>Schwartz v. Intimacy in New York, LLC</i>	13-cv-5735 (PGG)	S.D.N.Y.
<i>Seegert v. P.F. Chang's China Bistro</i>	37-2017-00016131-CU-MC-CTL	Cal. Super. Ct.
<i>Senne v. Office of the Comm'r of Baseball</i>	14-cv-00608-JCS	N.D. Cal.
<i>Sholopa v. Turkish Airlines, Inc.</i>	20-cv-03294-ALC	S.D.N.Y.
<i>Shumacher v. Bank of Hope</i>	18STCV02066	Cal. Super. Ct.
<i>Sidibe v. Sutter Health</i>	12-cv-4854-LB	N.D. Cal.
<i>Smith v. Pulte Home Corp.</i>	30-2015-00808112-CU-CD-CXC	Cal. Super. Ct.
<i>Soderstrom v. MSP Crossroads Apartments LLC</i>	16-cv-233 (ADM) (KMM)	D. Minn.
<i>Solorio v. Fresno Comty. Hosp.</i>	15CECG03165	Cal. Super. Ct.
<i>Solberg v. Victim Serv., Inc.</i>	14-cv-05266-VC	N.D. Cal.
<i>Sonner v. Schwabe N. Am., Inc.</i>	15-cv-01358 VAP (SPx)	C.D. Cal.
<i>Speed v. JMA Energy Co., LLC</i>	CJ-2016-59	Okla. Dist. Ct.
<i>Staats v. City of Palo Alto</i>	2015-1-CV-284956	Cal. Super. Ct.
<i>Stanley v. Capri Training Ctr.</i>	ESX-L-1182-16	N.J. Super. Ct.
<i>Staunton Lodge No. 177 v. Pekin Ins. Co.</i>	2020-L-001297	Ill. Cir. Ct.

CASE NAME	CASE NUMBER	LOCATION
<i>Steele v. PayPal, Inc.</i>	05-CV-01720 (ILG) (VVP)	E.D.N.Y.
<i>Stewart v. Early Warning Serv., LLC</i>	18-cv-3277	D.N.J.
<i>Stier v. PEMCO Mut. Ins. Co.</i>	18-2-08153-5	Wash. Super. Ct.
<i>Stillman v. Clermont York Assocs. LLC</i>	603557/09E	N.Y. Super. Ct.
<i>Stout v. The GEO Grp., Inc.</i>	37-2019-00000650-CU-CR-CTL	Cal. Super. Ct.
<i>Strano v. Kiplinger Washington Editors, Inc.</i>	21-cv-12987-TLL-PTM	E.D. Mich.
<i>Strickland v. Carrington Mortg. Servs., LLC</i>	16-cv-25237	S.D. Fla.
<i>Strohm v. Missouri Am. Water Co.</i>	16AE-CV01252	Mo. Cir. Ct.
<i>Stuart v. State Farm Fire &amp; Cas. Co.</i>	14-cv-04001	W.D. Ark.
<i>Sullivan v Wenner Media LLC</i>	16-cv-00960-JTN-ESC	W.D. Mich.
<i>Swafford v. Ovintiv Exploration Inc.</i>	21-cv-00210-SPS	E.D. Okla.
<i>Swetz v. GSK Consumer Health, Inc.</i>	20-cv-04731	S.D.N.Y.
<i>Swinton v. SquareTrade, Inc.</i>	18-CV-00144-SMR-SBJ	S.D. Iowa
<i>Sylvain v. Longwood Auto Acquisitions, Inc.</i>	2021-CA-009091-O	Fla. Cir. Ct.
<i>Terrell v. Costco Wholesale Corp.</i>	16-2-19140-1-SEA	Wash. Super. Ct.
<i>Timberlake v. Fusione, Inc.</i>	BC 616783	Cal. Super. Ct.
<i>Tkachyk v. Traveler's Ins.</i>	16-28-m (DLC)	D. Mont.
<i>T-Mobile Remediation Program</i>	Remediation Program	
<i>Townes, IV v. Trans Union, LLC</i>	04-1488-JJF	D. Del.
<i>Townsend v. G2 Secure Staff</i>	18STCV04429	Cal. Super. Ct.
<i>Trepte v. Bionaire, Inc.</i>	BC540110	Cal. Super. Ct.
<i>Tyus v. Gen. Info. Sols. LLC</i>	2017CP3201389	S.C. C.P.
<i>Udeen v. Subaru of Am., Inc.</i>	10-md-196 (JZ)	D.N.J.
<i>Underwood v. NGL Energy Partners LP</i>	21-CV-0135-CVE-SH	N.D. Okla.
<i>United States v. City of Austin</i>	14-cv-00533-LY	W.D. Tex.
<i>United States v. City of Chicago</i>	16-c-1969	N.D. Ill.
<i>United States v. Greyhound Lines, Inc.</i>	16-67-RGA	D. Del.
<i>USC Student Health Ctr. Settlement</i>	18-cv-04258-SVW	C.D. Cal.
<i>Van Jacobs v. New World Van Lines, Inc.</i>	2019CH02619	Ill. Cir. Ct.
<i>Vasquez v. Libre by Nexus, Inc.</i>	17-cv-00755-CW	N.D. Cal.
<i>Vassalle v. Midland Funding LLC</i>	11-cv-00096	N.D. Ohio

CASE NAME	CASE NUMBER	LOCATION
<i>Vida Longevity Fund, LP v. Lincoln Life &amp; Annuity Co. of New York</i>	19-cv-06004	S.D.N.Y.
<i>Viesse v. Saar's Inc.</i>	17-2-7783-6 (SEA)	Wash. Super. Ct.
<i>Wahl v. Yahoo! Inc.</i>	17-cv-2745 (BLF)	N.D. Cal.
<i>Wake Energy, LLC v. EOG Res., Inc.</i>	20-cv-00183-ABJ	D. Wyo.
<i>Watson v. Checkr, Inc.</i>	19-CV-03396-EMC	N.D. Cal.
<i>Weimar v. Geico Advantage Ins. Co.</i>	19-cv-2698-JTF-tmp	W.D. Tenn.
<i>Weiner v. Ocwen Fin. Corp.</i>	14-cv-02597-MCE-DB	E.D. Cal.
<i>Welsh v. Prop. and Cas. Ins. Co. of Hartford</i>	20-2-05157-3	Wash. Super. Ct.
<i>White Family Minerals, LLC v. EOG Res., Inc.</i>	19-cv-409-KEW	E.D. Okla.
<i>Williams v. Children's Mercy Hosp.</i>	1816-CV 17350	Mo. Cir. Ct.
<i>Williams v. Weyerhaeuser Co.</i>	995787	Cal. Super. Ct.
<i>Wills v. Starbucks Corp.</i>	17-cv-03654	N.D. Ga.
<i>Wilner v. Leopold &amp; Assoc,</i>	15-cv-09374-PED	S.D.N.Y.
<i>Wilson v. Santander Consumer USA, Inc.</i>	20-cv-00152	E.D. Ark.
<i>Wornicki v. Brokerpriceopinion.com, Inc.</i>	13-cv-03258 (PAB) (KMT)	D. Colo.
<i>Wright v. Lyft, Inc.</i>	14-cv-00421-BJR	W.D. Wash.
<i>Wright v. Southern New Hampshire Univ.</i>	20-cv-00609	D.N.H.
<i>Yamagata v. Reckitt Benckiser, LLC</i>	17-cv-03529-CV	N.D. Cal.
<i>Yates v. Checkers</i>	17-cv-09219	N.D. Ill.
<i>Yeske v. Macoupin Energy</i>	2017-L-24	Ill. Cir. Ct.
<i>Z.B. v. Birmingham Cmty. Charter High Sch.</i>	19STCV17092	Cal. Super. Ct.

# **EXHIBIT B**

**RESIDENTIAL REAL ESTATE BROKER COMMISSIONS  
ANTITRUST SETTLEMENTS**

**NOTICE OF PROPOSED SETTLEMENTS FOR OVER  
\$110 MILLION  
WITH COMPASS, REAL BROKERAGE, REALTY ONE,  
@PROPERTIES, DOUGLAS ELLIMAN, REDFIN,  
ENGEL & VÖLKERS, HOMESMART, AND  
UNITED REAL ESTATE**

**If you sold a home and paid a commission to a real estate agent,  
then you *may* be part of class action settlements.  
Please read this Notice carefully because it may affect your legal rights.**

*Para una notificación en español, visite [www.RealEstateCommissionLitigation.com](http://www.RealEstateCommissionLitigation.com)*

*A federal court has ordered this Notice. It is not from a lawyer, and you are not being sued.*

- These Settlements resolve claims against the following defendants in a lawsuit that alleges the existence of an anticompetitive agreement that resulted in home sellers paying inflated commissions to real estate brokers or agents in violation of antitrust law for a total of over **\$110 million**: Compass, Inc. (“Compass”); The Real Brokerage Inc. and Real Broker, LLC (together, “Real Brokerage”); Realty ONE Group, Inc. (“Realty ONE”); At World Properties LLC (“@properties”); Douglas Elliman Inc. and Douglas Elliman Realty, LLC (together “Douglas Elliman”); Redfin Corporation (“Redfin”); Engel & Völkers GmbH and Engel & Völkers Americas, Inc., and their affiliate Engel & Völkers New York Real Estate LLC (together “Engel & Völkers”); HomeSmart Holdings, Inc. (“HomeSmart”); Five D I, LLC (d/b/a United Real Estate), Premiere Plus Realty, Co., Charles Rutenberg Realty - Orlando, LLC (“CRR-Orlando”) (together “United Real Estate”); and related entities and affiliates as defined in the Settlement Agreements.
- The current value of all settlements with these and other Defendants is over **\$730 million**.
- To be eligible to receive the benefits of the Settlements, you must have: (1) sold a home during the Eligible Date Range (see below); (2) listed the home that was sold on a multiple listing service (“MLS”) anywhere in the United States; and (3) paid a commission to any real estate brokerage in connection with the sale of the home. The Eligible Date Range depends on which MLS you listed your home for sale on. The terms “multiple listing service” and “MLS” encompass multiple listing services nationwide, regardless of whether they are affiliated with NAR or not, including, for example, NWMLS, WPMLS, and REBNY/RLS. You may be eligible for benefits under one or more of the proposed Settlements.
- If you have already submitted a claim form in this case for a prior settlement with other Defendants on the website: [www.RealEstateCommissionLitigation.com](http://www.RealEstateCommissionLitigation.com), you do not need to submit another claim form. You may be eligible for a share of multiple settlements. With one claim form, you will receive your share of each settlement that you are eligible for.

*Questions? Call 888-995-0207 or visit [www.RealEstateCommissionLitigation.com](http://www.RealEstateCommissionLitigation.com) to learn more.*



<b>What Eligible Date Ranges* apply to me?</b>	
<b>Where was my home listed?</b>	<b>Eligible Date Ranges* to make a claim</b>
On an MLS in Alabama, Georgia, Indiana, Maine, Michigan, Minnesota, New Jersey, Pennsylvania, Tennessee, Vermont, Wisconsin, or Wyoming	October 31, 2017 through July 23, 2024
On an MLS in Nevada	January 15, 2018 through July 23, 2024
On an MLS in Arkansas, Kentucky, or Missouri	October 31, 2018 through July 23, 2024
On an MLS in California	October 2, 2019 through July 23, 2024
On an MLS anywhere in the United States, other than in the states listed above.	October 31, 2019, through July 23 2024

\* *The Eligible Date Ranges for the date of home sale vary across the multiple Settlements. For more information, see the Settlement Agreements and/or FAQs 6-9 at [www.RealEstateCommissionLitigation.com](http://www.RealEstateCommissionLitigation.com).*

Your Legal rights are affected whether or not you act. ***Please read this Notice carefully***

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENTS:</b>	
<b>SUBMIT A CLAIM FORM BY MAY 9, 2025</b>	The only way to get a payment.
<b>ASK TO BE EXCLUDED BY OCTOBER 3, 2024</b>	If you do not want to be included in the Settlements with Compass, Real Brokerage, Realty ONE, @properties, Douglas Elliman, Redfin, Engel & Völkers, HomeSmart, or United Real Estate you must exclude yourself. This is called “opting out.” This is the only option that allows you to sue these Defendants for these same issues again.
<b>OBJECT BY OCTOBER 3, 2024</b>	You may write to the Court about why you don’t like the proposed Settlements with Compass, Real Brokerage, Realty ONE, @properties, Douglas Elliman, Redfin, Engel & Völkers, HomeSmart, or United Real Estate. You cannot object if you opt-out.
<b>GO TO A HEARING ON OCTOBER 31, 2024</b>	You may ask to speak in Court about the fairness of the proposed Settlements with Compass, Real Brokerage, Realty ONE, @properties, Douglas Elliman, Redfin, Engel & Völkers, HomeSmart, or United Real Estate.
<b>DO NOTHING</b>	If you do nothing and the Court approves the proposed Settlements, you will get no payment. You will not be able to sue Compass, Real Brokerage, Realty ONE, @properties,

Questions? Call 888-995-0207 or visit [www.RealEstateCommissionLitigation.com](http://www.RealEstateCommissionLitigation.com) to learn more.



	Douglas Elliman, Redfin, Engel & Völkers, HomeSmart, or United Real Estate for these same issues again.
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- These rights and options – **and the deadlines to exercise them** – are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the proposed Settlements. Payments will be made if the Court approves the Settlements and after appeals are resolved. Please be patient.
- Along with these proposed settlements with Compass, Real Brokerage, Realty ONE, @properties, Douglas Elliman, Redfin, Engel & Völkers, HomeSmart, and United Real Estate (and certain of their affiliates), other proposed settlements have been reached with Anywhere, RE/MAX, Keller Williams, and the National Association of Realtors (“NAR”). Some of those settlements have already received final approval from the District Court. Additional settlements may be reached with other Defendants. See [www.RealEstateCommissionLitigation.com](http://www.RealEstateCommissionLitigation.com) for more information about these settlements and any additional settlements. You may not receive any additional written notice about future Settlements, so it is important that you continue to check the website to stay up to date.

**BASIC INFORMATION**

<b>1. Why did I get this Notice?</b>
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This Notice has been posted for the benefit of potential members of the Settlement Class. If you are uncertain about whether you are a member of the Settlement Class, you may contact the Settlement Administrator at 888-995-0207.

This Notice has been posted because members of the Settlement Class have a right to know about the proposed settlements of a class action lawsuit in which they are class members, and about all of their options, before the Court decides whether to approve the Settlements. If the Court approves the Settlements, and after objections or appeals relating to the Settlements are resolved, the benefits provided by the Settlements will be available to members of the Class.

This Notice explains the lawsuits, the Settlements, your legal rights, what benefits are available, who is eligible for them, and how to get them. A full copy of the Settlement Agreements may be viewed at the settlement website: [www.RealEstateCommissionLitigation.com](http://www.RealEstateCommissionLitigation.com). This Notice contains only a summary of the Settlements.

The Court in charge of the Settlements with Compass, Real Brokerage, Realty ONE, @properties, Douglas Elliman, Redfin, Engel & Völkers, HomeSmart, and United Real Estate is the United States District Court for the Western District of Missouri. The case before this Court is known as *Gibson et al. v. National Association of Realtors et al.*, (W.D. Mo. Case No. 23-CV-788-SRB) (“Gibson”). *Umpa v. National Association of Realtors, et al.*, Case No. 23-cv-0945 (W.D. Mo.), was consolidated into *Gibson* on April 23, 2024. The people who filed this lawsuit are called the Plaintiffs. The people being sued are called the Defendants. Defendants in the *Gibson* action include large real estate brokerage firms and families of firms, including:

HomeServices of America,	Redfin,	Douglas Elliman,
Keller Williams,	Weichert Realtors,	@properties,
Compass,	United Real Estate,	The Real Brokerage,
Exp Realty,	Howard Hanna,	Realty ONE,

*Questions? Call 888-995-0207 or visit [www.RealEstateCommissionLitigation.com](http://www.RealEstateCommissionLitigation.com) to learn more.*

HomeSmart,  
Engel & Völkers,  
NextHome,  
Exit Realty,  
Windermere,

Lyon Real Estate,  
William Raveis,  
John L. Scott Real Estate,  
The Keyes Company,  
Illustrated Properties,

Parks Pilkerton,  
Crye-Leike,  
Baird & Warner,  
Real Estate One,  
Lokation Real Estate

Many Defendants have already settled, and more Defendants may settle in the future. Of these Defendants, this Notice concerns only Compass, Real Brokerage, Realty ONE, @properties, Douglas Elliman, Redfin, Engel & Völkers, HomeSmart, and United Real Estate. Notice of additional settlements is also available on the settlement website: [www.RealEstateCommissionLitigation.com](http://www.RealEstateCommissionLitigation.com).

These Settlements may also release claims against Compass, Real Brokerage, Realty ONE, @properties, Douglas Elliman, Redfin, Engel & Völkers, HomeSmart, and United Real Estate raised in other lawsuits involving alleged anticompetitive conduct in connection with commissions charged by brokers and agents in residential real estate transactions. Those other lawsuits are discussed further below in response to Question No. 21.

## **2. What is this lawsuit about?**

The lawsuits claim that Defendants, including Compass, Real Brokerage, Realty ONE, @properties, Douglas Elliman, Redfin, Engel & Völkers, HomeSmart, and United Real Estate, created and implemented rules that require home sellers to pay commissions to the broker or agent representing the buyer and that caused home sellers to pay total commissions at inflated rates. They also allege that Defendants enforced these rules through anticompetitive and unlawful practices.

The lawsuits claim that these rules are anticompetitive and unfair, and that they violate antitrust laws. You can read Plaintiffs' complaints at [www.RealEstateCommissionLitigation.com](http://www.RealEstateCommissionLitigation.com). Specifically, the lawsuits allege violations of the Sherman Act (a federal antitrust statute found at 15 U.S.C. § 1 *et seq.*) among other things. The Sherman Act claims apply to home sales that occurred anywhere in the United States during the Eligible Date Range.

## **3. Has the Court decided who is right?**

Although the Court has authorized notice to be given of the proposed Settlements, this Notice does not express the opinion of the Court on the merits of the claims or defenses asserted by either side of the lawsuit.

Compass, Real Brokerage, Realty ONE, @properties, Douglas Elliman, Redfin, Engel & Völkers, HomeSmart, and United Real Estate dispute Plaintiffs' allegations and deny all liability to Plaintiffs and the Class. On October 31, 2023, a jury found in favor of Plaintiffs against different defendants in a related action: *Burnett et al. v. National Association of Realtors, et al.*, Case No. 19-CV-00332-SRB (Western District of Missouri) ("Burnett").

## **4. Why is this case a class action?**

In a class action, one or more people called Class Representatives sue on behalf of other people who have similar claims. The people together are a "Class" or "Class Members." The consumers who sued Defendants—and all the Class Members like them—are called Plaintiffs. The companies

*Questions? Call 888-995-0207 or visit [www.RealEstateCommissionLitigation.com](http://www.RealEstateCommissionLitigation.com) to learn more.*

they sued are called the Defendants. One court resolves the issues for everyone in the Class – except for those who choose to exclude themselves from the Class.

Here, the Court decided that this lawsuit can be a class action for settlement purposes because it preliminarily meets the requirements of Federal Rule of Civil Procedure 23, which governs class actions in federal courts. Specifically, the Court found that: (1) there are numerous people who fit the class definition; (2) there are legal questions and facts that are common to each of them; (3) the Plaintiffs' claims are typical of the claims of the rest of the Class; (4) Plaintiffs, and the lawyers representing the Class, will fairly and adequately represent the Class Members' interests; (5) the common legal questions and facts are more important than questions that affect only individuals; and (6) this class action will be more efficient than having individual lawsuits.

## **5. Why are there Settlements?**

Although Plaintiffs prevailed at trial against other defendants in the related *Burnett* action, the Court has not ruled in favor of the Plaintiffs or Defendants in this *Gibson* action. Counsel for the Settlement Class investigated the facts and applicable law regarding Plaintiffs' claims and Defendants' defenses, potential issues at trial and on appeal, and the Defendants' ability to pay. The parties engaged in arms-length negotiations to reach the Settlements. Plaintiffs and Counsel for the Settlement Class believe that the proposed Settlements are fair, reasonable, and adequate, and in the best interest of the Class.

Both sides agree that by settling, Compass, Real Brokerage, Realty ONE, @properties, Douglas Elliman, Redfin, Engel & Völkers, HomeSmart, and United Real Estate are not admitting any liability or that they did anything wrong. Both sides want to avoid the uncertainties and expense of further litigation.

## **WHO IS IN THE SETTLEMENTS?**

### **6. How do I know if I am a part of the Settlements?**

You are a part of the Settlement Class if you: (1) sold a home during the Eligible Date Range (as defined above); (2) listed the home that was sold on a multiple listing service (as defined above) anywhere in the United States; and (3) paid a commission to a real estate brokerage in connection with the sale of the home. More information about the Eligible Date Range for each Settlement can be found in each Settlement Agreement, at [www.RealEstateCommissionLitigation.com](http://www.RealEstateCommissionLitigation.com).

If you are uncertain as to whether you are a member of the Settlement Class, you may contact the Settlement Administrator at 888-995-0207 to find out.

## **THE SETTLEMENT BENEFITS**

### **7. What do the Settlements provide?**

If you are a member of the Settlement Class, you are eligible to receive a benefit under the Settlements.

The Settling Defendants named here have agreed to pay over \$110 million into a settlement fund: Compass (\$57.5 million), Real Brokerage (\$9.25 million), Realty ONE (\$5 million), @properties (\$6.5 million), Douglas Elliman (\$7.75 million guaranteed plus up to \$10 million more in contingent payments), Redfin (\$9.25 million), Engel & Völkers (\$6.9 million), HomeSmart (\$4.7 million), and United Real Estate (\$3.75 million). The current value of all settlements with these and other Defendants is over \$730 million. The settlement fund will be distributed to qualifying

*Questions? Call 888-995-0207 or visit [www.RealEstateCommissionLitigation.com](http://www.RealEstateCommissionLitigation.com) to learn more.*

Settlement Class Members who submit an approved claim form, after any awarded attorneys' fees, expenses, settlement administration costs, and service awards have been deducted. Compass, Real Brokerage, Realty ONE, @properties, Douglas Elliman, Redfin, Engel & Völkers, HomeSmart, and United Real Estate have also agreed to implement Practice Changes and provide Cooperation. You can learn more about the Practices Changes and Cooperation in the Settlement Agreements, which are available at [www.RealEstateCommissionLitigation.com](http://www.RealEstateCommissionLitigation.com).

## **HOW YOU GET A PAYMENT – SUBMITTING A CLAIM FORM**

### **8. How can I get a benefit?**

*Note: If you have already submitted a claim form in this case for a prior settlement with other Defendants through the website: [www.RealEstateCommissionLitigation.com](http://www.RealEstateCommissionLitigation.com), you do not need to submit another claim form. **With one claim form, you will receive your share of each settlement that you are eligible for.***

To receive a benefit, a Settlement Class Member must submit a claim form with information pertaining to and/or evidence of your home sale and commissions paid to the Notice and Claims Administrator. The Notice and Claims Administrator will be responsible for reviewing all claim forms and evidence of purchase to determine whether a claim is an approved claim. The Notice and Claims Administrator will reject any claim that is not: (a) submitted timely and in accordance with the directions on the claim form, the provisions of these Settlement Agreements, and the Preliminary Approval Order; (b) fully and truthfully completed by a Settlement Class Member or their representative with all of the information requested in the claim form; and (c) signed by the Settlement Class Member. Claims that cannot be confirmed by the Settlement Administrator may be subject to challenge, nonpayment, or a reduced share of the available funds.

You can submit a claim form by clicking this link, or by printing the claim form from this website and returning it to the Settlement Administrator via mail or email on or before May 9, 2025.

*Gibson et al. v. The National Association of Realtors et al.*  
c/o JND Legal Administration  
PO Box 91479  
Seattle, WA 98111

Email: [info@RealEstateCommissionLitigation.com](mailto:info@RealEstateCommissionLitigation.com)

### **9. When would I get my benefit?**

The Court will hold a final Fairness Hearing at 10:30 AM on October 31, 2024, in the United States District Court for the Western District of Missouri, 400 E. 9th St., Courtroom 7B, Kansas City, Missouri 64106, to decide whether to finally approve the Settlements. If the Settlements are approved, there may be appeals. Payments to members of the Settlement Class will be made only if the Settlements are approved and after any claims period and appeals are resolved. This may take some time, so please be patient.

### **10. What am I giving up to get a benefit?**

Upon the Court's approval of the proposed Settlements, all members of the Settlement Class who do not exclude themselves (as well as their representatives) will release Compass, Real Brokerage, Realty ONE, @properties, Douglas Elliman, Redfin, Engel & Völkers, HomeSmart, United Real

*Questions? Call 888-995-0207 or visit [www.RealEstateCommissionLitigation.com](http://www.RealEstateCommissionLitigation.com) to learn more.*

Estate (and their affiliates, subsidiaries, franchisees, employees, and certain others as specified in the Settlement Agreements).

All members of the Settlement Class who do not exclude themselves will release claims whether known or unknown that they ever had, now have, or hereafter may have and that have accrued as of the date of Class Notice of the Settlements arising from or related to the Released Claims. “Released Claims” means any and all manner of claims regardless of the cause of action arising from or relating to conduct that was alleged or could have been alleged in the Actions based on any or all of the same factual predicates for the claims alleged in the Actions, including but not limited to commissions negotiated, offered, obtained, or paid to brokerages in connection with the sale of any residential home. The release does not extend to any individual claims that a 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 Class Member paid an excessive commission or home price due to the claims at issue.

This release may affect your rights, and may carry obligations, in the future. To view terms of the release, review the Settlement Agreements, which are available at [www.RealEstateCommissionLitigation.com](http://www.RealEstateCommissionLitigation.com).

### **EXCLUDING YOURSELF FROM THE SETTLEMENTS**

If you do not want a payment from the Settlements, and you want to keep the right to sue or continue to sue Compass, Real Brokerage, Realty ONE, @properties, Douglas Elliman, Redfin, Engel & Völkers, HomeSmart, United Real Estate and affiliated entities on your own about the legal issues in this case, then you must take steps to get out. This is called excluding yourself—or is sometimes referred to as opting out of the Settlement Class.

#### **11. How do I ask to be excluded?**

To ask to be excluded, you must execute and send a Request for Exclusion to the Settlement Administrator postmarked on or before **October 3, 2024**. A Request for Exclusion must be personally signed by each potential Settlement Class Member requesting exclusion. Additionally, a Request for Exclusion must include the potential Settlement Class Member’s present name and address, a clear and unequivocal statement that the potential Settlement Class Member wishes to be excluded from the Settlement Class as to Compass, Real Brokerage, Realty ONE, @properties, Douglas Elliman, Redfin, Engel & Völkers, HomeSmart, and/or United Real Estate, and the signature of the putative Settlement Class Member or, in the case of a potential Settlement Class Member who is deceased or incapacitated only, the signature of the legally authorized representative of the putative Settlement Class Member.

*Note: if you did not exclude yourself from previous settlements, you may still exclude yourself from some or all of these nine Settlements.*

If the request is not postmarked on or before **October 3, 2024**, your exclusion will be invalid, and you will be bound by the terms of the Settlements approved by the Court, including without limitation, the judgment ultimately rendered in the case, and you will be barred from bringing any claims against Compass, Real Brokerage, Realty ONE, @properties, Douglas Elliman, Redfin, Engel & Völkers, HomeSmart, United Real Estate, or their affiliates as outlined in Question 10 above which arise out of or relate in any way to the claims in the case as specified in the release referenced in Question 10 above.

You must mail your Exclusion Request to:

*Questions? Call 888-995-0207 or visit [www.RealEstateCommissionLitigation.com](http://www.RealEstateCommissionLitigation.com) to learn more.*



*Gibson et al. v. The National Association of Realtors et al.*  
c/o JND Legal Administration – Exclusion Dpt.  
PO Box 91486  
Seattle, WA 98111

**12. If I don't exclude myself, can I sue Compass, Real Brokerage, Realty ONE, @properties, Douglas Elliman, Redfin, Engel & Völkers, HomeSmart, or United Real Estate for the same thing later?**

No. Unless you exclude yourself, you give up any right to sue Compass, Real Brokerage, Realty ONE, @properties, Douglas Elliman, Redfin, Engel & Völkers, HomeSmart, United Real Estate and their affiliates for the claims that the Settlements resolve. If you have a pending lawsuit against Compass, Real Brokerage, Realty ONE, @properties, Douglas Elliman, Redfin, Engel & Völkers, HomeSmart, United Real Estate, or certain affiliated entities such as MLSs or small brokers, speak to your lawyer in that case immediately. You may have to exclude yourself from this Class to continue your own lawsuit. Remember, the exclusion deadline is **October 3, 2024**.

**13. If I exclude myself, can I get benefits from the Settlements?**

No. If you exclude yourself as to the Settlements with Compass, Real Brokerage, Realty ONE, @properties, Douglas Elliman, Redfin, Engel & Völkers, HomeSmart, and/or United Real Estate, do not send in a claim form to ask for any money. If you exclude yourself only as to these Defendants, you may still ask for money from the Settlements with other Defendants. If you exclude yourself as to Compass, Real Brokerage, Realty ONE, @properties, Douglas Elliman, Redfin, Engel & Völkers, HomeSmart, and/or United Real Estate, you may sue, continue to sue, or be a part of a different lawsuit against these Defendants.

**THE LAWYERS REPRESENTING YOU**

**14. Do I have a lawyer in this case?**

The Court decided that the law firms Ketchmark and McCreight P.C.; Williams Dirks Dameron LLC; Boulware Law LLC; Hagens Berman Sobal Shapiro LLP; Cohen Milstein Sellers & Toll PLLC; and Susman Godfrey LLP, are qualified to represent you and all other Settlement Class Members. These lawyers are called “Class Counsel.” You will not be charged for these lawyers. They are experienced in handling similar cases against other entities. More information about the law firms, their practices, and their lawyers’ experience is available at: [www.kansascitylawoffice.com](http://www.kansascitylawoffice.com), [www.williamsdirks.com](http://www.williamsdirks.com), [www.boulware-law.com](http://www.boulware-law.com), [www.hbsslaw.com](http://www.hbsslaw.com), [www.cohenmilstein.com](http://www.cohenmilstein.com), and [www.susmangodfrey.com](http://www.susmangodfrey.com).

Class Counsel represent the interests of the Settlement Class. You may hire your own attorney to advise you, but if you hire your own attorney, you will be responsible for paying that attorney’s fees.

**15. How will the lawyers be paid?**

Class Counsel will ask the Court for attorneys’ fees, in an amount not to exceed one-third (33.3%) of the settlement fund, plus out-of-pocket expenses incurred during the case. The Court may award less. Class Counsel may also seek compensation for each current and/or former class representative in the action captioned *Gibson v. National Association of Realtors et al.*, Case No. 23-CV-788-SRB, pending in the Western District of Missouri.

*Questions? Call 888-995-0207 or visit [www.RealEstateCommissionLitigation.com](http://www.RealEstateCommissionLitigation.com) to learn more.*

The Class Representatives will make their request for attorneys' fees, costs, and service awards on or before August 20, 2024, and that request will be published at [www.RealEstateCommissionLitigation.com](http://www.RealEstateCommissionLitigation.com).

Compass, Real Brokerage, Realty ONE, @properties, Douglas Elliman, Redfin, Engel & Völkers, HomeSmart, and United Real Estate will pay the fees and expenses that the Court awards from the settlement fund. You are not responsible for any fees or expenses that the Court awards.

**OBJECTING TO THE PROPOSED SETTLEMENTS**

You can tell the Court that you don't agree with the any or all of the Settlements or some parts of them.

**16. How do I tell the Court that I don't like the Settlements?**

If you are a Class Member, you can object to these Settlements if you do not like any part of them, including the forthcoming motion for attorneys' fees, costs and service awards. You can give reasons why you think the Court should not approve them. The Court will consider your view. To object, you must file or send a written objection to the Court, as instructed by the Court, by **October 3, 2024**, or you will waive your right to object (whether in opposition to the motion for Final Approval, motion for attorneys' fees, costs and service awards, on appeal, or otherwise) to the Settlements. Be sure to include the case name and number (*Gibson et al. v. The National Association of Realtors et al., Case No. 23-cv-788-SRB*), your name, address, telephone number, your signature, and the reasons you object to the Settlements.

**You must file any objection with the Clerk of the Court at the address below by October 3, 2024:**

United States District Court for the Western District of Missouri  
 400 E. 9th St., Room 7462, Kansas City, Missouri 64106  
*Gibson et al. v. The National Association of Realtors et al., Case No. 23-cv-788-SRB*

**You must also send your objection by first class mail, postmarked on or before October 3, 2024,** to Class Counsel and Defendants' Counsel at the following addresses:

<b>Counsel for the Settlement Class:</b>	<b>Counsel for Compass:</b>	<b>Counsel for Real Brokerage:</b>
WILLIAMS DIRKS DAMERON LLC c/o Eric Dirks 1100 Main Street, Suite 2600 Kansas City MO 64105	CROWELL & MORING LLP c/o Chahira Solh 3 Park Plaza, 20 <sup>th</sup> Floor Irvine, CA 92614	O'MELVENY & MYERS LLP c/o David Marroso 1999 Avenue of the Stars, 8th Floor Los Angeles, CA 90067
<b>Counsel for Realty ONE:</b>	<b>Counsel for @properties:</b>	<b>Counsel for Douglas Elliman:</b>
SHEPPARD, MULLIN, RICHTER & HAMPTON LLP c/o Christopher Loveland 2099 Pennsylvania Avenue, N.W. Suite 100	HONIGMAN LLP c/o Robert Palmersheim 155 North Wacker Drive, Suite 3100 Chicago, Illinois 60606	KASOWITZ BENSON TORRES LLP c/o Kenneth R. David 1633 Broadway New York, NY 10019

*Questions? Call 888-995-0207 or visit [www.RealEstateCommissionLitigation.com](http://www.RealEstateCommissionLitigation.com) to learn more.*



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<b>Counsel for Redfin</b>	<b>Counsel for Engel &amp; Völkers</b>	<b>Counsel for HomeSmart</b>
PAUL, WEISS, RIFKIND, WHARTON & GARRISON, LLP c/o Eytayo (“Tee”) St. Matthew-Daniel 1285 Avenue of the Americas New York, NY 10019 TStMatthewDaniel@paulweiss.com	PILLSBURY WINTHROP SHAW PITTMAN LLP c/o Michael Sibarium 1200 Seventeenth Street NW Washington, D.C. 20036	FREEMAN MATHIS & GARY, LLP c/o Scott Eric Anderson 100 Galleria Parkway, Suite 1600 Atlanta, GA 30339
<b>Counsel for United Real Estate</b>		
BRYAN CAVE LEIGHTON PAISNER, LLP (“BCLP”) c/o Jim Lawrence 1200 Main Street, Suite 3800 Kansas City, Missouri 65104-2122		

Any member of the Settlement Class who does not file and serve an objection in the time and manner described above will not be permitted to raise that objection later.

**17. What’s the difference between objecting and excluding?**

Objecting is simply telling the Court that you don’t like something about the Settlements. You can object to a Settlement only if you stay in it. Excluding yourself is telling the Court that you do not want to be part of a Settlement. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

**THE COURT’S FAIRNESS HEARING**

**18. When and where will the Court decide whether to approve the Settlements?**

There will be a final Fairness Hearing to consider approval of the proposed Settlements, **at 10:30 AM on October 31, 2024**, at the United States District Court for the Western District of Missouri, 400 E. 9th St., Courtroom 7B, Kansas City, Missouri 64106. The hearing may be postponed to a later date without further notice. Any such postponements will be posted on the Court docket and/or settlement website at [www.RealEstateCommissionLitigation.com](http://www.RealEstateCommissionLitigation.com). The purpose of the hearing is to determine the fairness, reasonableness, and adequacy of the terms of the Settlements, whether the Settlement Class is adequately represented by the Plaintiffs and Class Counsel, and whether an order and final judgment should be entered approving the proposed Settlements. The

*Questions? Call 888-995-0207 or visit [www.RealEstateCommissionLitigation.com](http://www.RealEstateCommissionLitigation.com) to learn more.*

Court will also consider Class Counsel's application for an award of attorneys' fees and expenses, and any class representative service awards.

You will be represented by Class Counsel at the Fairness Hearing unless you choose to enter an appearance in person or through your own counsel. The appearance of your own attorney is not necessary to participate in the Fairness Hearing.

**19. Do I have to come to the hearing?**

No. Class Counsel will represent the Settlement Class at the Fairness Hearing, but you are welcome to come at your own expense. If you send any objection, you do not have to come to Court to talk about it. As long as you filed and mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend if you wish.

**20. May I speak at the hearing?**

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in *Gibson et al. v. National Association of Realtors et al., Case No. 23-CV-788-SRB.*" Be sure to include your name, address, telephone number and your signature. Your Notice of Intention to Appear must be postmarked no later than **October 3, 2024**, and be sent to the Clerk of the Court, Class Counsel and Counsel for Compass, Real Brokerage, Realty ONE, @properties, Douglas Elliman, Redfin, Engel & Völkers, HomeSmart, and United Real Estate, at the addresses in Section 16. You cannot speak at the hearing if you excluded yourself.

**ARE THERE OTHER REAL ESTATE COMMISSIONS LAWSUITS  
OR OTHER DEFENDANTS?**

**21. Are there other similar cases?**

In addition to *Gibson*, there are numerous other class actions involving similar claims, including: *Burnett et al., v. National Ass'n of Realtors et al.*, Case No. 19-CV-00332-SRB (W.D. Missouri); *Moehrl et al., v. National Ass'n of Realtors et al.*, Case No. 1:19-cv-01610 (N.D. Illinois); *Batton v. NAR*, Case No. 1:21-cv-00430 (N.D. Ill.); *Batton v. Compass*, Case No. 1:23-cv-15618 (N.D. Ill.); *Burton v. NAR*, Case No. 7:23-cv-05666-JD (D.S.C.); *QJ Team, LLC and Five Points Holdings, LLC v. TAR*, Case No. 4:23-cv-01013 (E.D. Tx.); *March v. REBNY*, Case No. 1:23-cv-09995 (S.D.N.Y.); *1925 Hooper LLC v. NAR*, Case No. 1:23-cv-05392-SEG (N.D. Ga.); *Kay v. West Penn Multi-List, Inc.*, Case No. 2:23-cv-2061 (W.D. Pa.); *Grace v. NAR*, Case No. 3:23-cv-06352 (N.D. Cal.); *Masiello v. Arizona Association of Realtors*, Case No. 2:24-cv-00045 (D. Ariz.); *Tuccori v. At World Properties, LLC*, Case No. 2:24-cv-00150 (N.D. Ill.); *Whaley v. Arizona Association of Realtors*, Case No. 2:24-cv-00105 (D. Nev.); *Fierro v. National Association of Realtors*, Case No. 2:24-cv-00449 (C.D. Cal.); *Friedman v. REBNY et al.*, Case No. 1:23-cv-00405 (S.D.N.Y.); *Willsim Latham v. MetroList*, Case No. 2:24-cv-00244 (E.D. Cal.); *Jensen v. National Ass'n of Realtors et al.*, Case No. 2:24-cv-00109 (D. Utah); *Peiffer v. Latter & Blum Holding, LLC, et al.*, Case No. 2:24-cv-00557 (E.D. La.); *Wang v. National Ass'n of Realtors et al.*, Case No. 1:24-cv-02371 (S.D.N.Y.); *Jutla v. Redfin Corporation*, 2:24-cv-00464 (W.D. Wash.); *Burton v. Bluefield Realty*, Case No. 7:24-cv-01800-JDA (D.S.C.); *1925 Hooper LLC v. Watson Realty Corp.*, Case No. 3:24-cv-00374 (M.D. Fla.); *Wallach v. Silvercreek Realty Group LLC*, Case No. 1:24-cv-3356 (N.D. Ill.); *Lutz v. Homeservices of America, Inc., et al.* 4:24-cv-10040-KMM (S.D. Fla.); *Davis v. Hanna Holdings, Inc.* 2:24-cv-02374 (E.D. Pa.); among others.

Questions? Call 888-995-0207 or visit [www.RealEstateCommissionLitigation.com](http://www.RealEstateCommissionLitigation.com) to learn more.

The Settlements may release claims against Compass, Real Brokerage, Realty ONE, @properties, Douglas Elliman, Redfin, Engel & Völkers, HomeSmart, United Real Estate, and related entities and affiliates, asserted on behalf of members of the putative classes in those cases. But the Settlements may not release claims against other unaffiliated Defendants in those cases. If you are a member of a class in any other cases involving similar claims, you may have additional rights to participate in or exclude yourself from ongoing litigation or settlements in those cases.

### **GETTING MORE INFORMATION**

#### **22. Are there more details available?**

This Notice is only a summary. For a more detailed statement of the matters involved in the lawsuit or the Settlements, you may refer to the papers filed in this case during regular business hours at the office of the Clerk of Court, United States District Court for the Western District of Missouri, 400 E. 9th St, Kansas City, Missouri 64106: *Gibson et al. v. The National Association of Realtors et al.*, Case No. 23-CV-788-SRB. The full Settlement Agreements and certain pleadings filed in the cases are also available at [www.RealEstateCommissionLitigation.com](http://www.RealEstateCommissionLitigation.com), or can be requested from Class Counsel, identified in Questions 14 and 16 above, or from the Settlement Administrator, with the contact information provided in Question 8 above.

# EXHIBIT C

# **REAL ESTATE BROKER COMMISSION CLAIM FORM**

You may be eligible to receive compensation if you (1) sold a home during the Eligible Date Range; (2) listed the home on a multiple listing service anywhere in the United States; and (3) paid a commission to a real estate agent or broker in connection with the sale of the home. Please refer to the Settlement Notice or visit [www.RealEstateCommissionLitigation.com](http://www.RealEstateCommissionLitigation.com) to determine the Eligible Date Ranges.

**The Easiest Way to File is Online at [www.RealEstateCommissionLitigation.com](http://www.RealEstateCommissionLitigation.com).**

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## **INSTRUCTIONS FOR COMPLETING THIS CLAIM FORM**

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1. Before completing this Claim Form, please review the Settlement Notice, which is available at [www.RealEstateCommissionLitigation.com](http://www.RealEstateCommissionLitigation.com).
2. Please complete all information requested below. If the information you provide is incomplete, your claim may be rejected.
3. If you sold multiple homes during the Eligible Date Ranges, you will need to submit multiple forms.
4. Please complete all portions of Section A – Claim Information.
5. Please complete all portions of Section B regarding the sale of your home.
6. Please complete all portions of Section C if you have documentation to support the sale of your home.
7. For Section C, Proof of Payment means originals, copies, or images of closing documents reflecting (i) the sale of your home during the Eligible Date Range where your home was listed on an MLS and (ii) the fees paid to all real estate agent(s) or broker(s) involved in the transaction.
8. Please complete and sign the Attestation at Section D.
9. Timing – Your Claim Form must be mailed to the Settlement Administrator, or submitted online, by **May 9, 2025**. Any claims postmarked or electronically submitted after **May 9, 2025**, will be ineligible for a payment. If you are submitting your claim by mail, please send to:

Residential Real Estate Broker Commissions Antitrust Settlements  
c/o JND Legal Administration  
PO Box 91479  
Seattle, WA 98111

10. Privacy – The information you provide in the Claim Form will not be disclosed to anyone other than the Settlement Administrator, the Court, and the Parties in this case, and it will be used only for purposes of administering this Settlement (such as to review a claim for completeness, truth, and accuracy).

Questions? Visit [www.RealEstateCommissionLitigation.com](http://www.RealEstateCommissionLitigation.com) or call 888-995-0207.

To view JND's privacy policy, please visit <https://www.jndla.com/privacy-policy>

## SECTION A - CLAIMANT INFORMATION

<b>First Name</b>	<b>M.I.</b>	<b>Last Name</b>
<b>Current Address</b> <i>(Street, City, State, Zip Code)</i>		
<b>Email Address</b>	<b>Phone Number</b>	
<p><b>Mark the box stating your preferred method of payment:</b></p> <p><input type="checkbox"/> Payment via Debit Card - <i>If selecting this option, please double-check that the <u>email address</u> provided above is correct and current.</i></p> <p><input type="checkbox"/> Payment via a Settlement Check - <i>If selecting this option, please double-check that the <u>address information</u> above is correct and current.</i></p> <p><input type="checkbox"/> Payment via Zelle – <i>If selecting this option, please doublecheck that the <u>email address</u> provided above is correct and current.</i></p> <p><input type="checkbox"/> Payment via Venmo – <i>If selecting this option, please double-check that the <u>phone</u> number provided above is correct and current.</i></p>		

## SECTION B - SALE INFORMATION

<p><b>Please complete the following information to the best of your knowledge.</b></p> <p><b>Claim forms with more complete and accurate information are more likely to be approved and paid.</b></p>	
<b>Address of home sold:</b> <i>(include city, state and zip)</i>	
<b>Date of Sale*:</b>	
<b>Approximate Home Sale Price:</b>	
<b>Listing Brokerage:</b>	
<b>Amount of total Commission paid:</b>	
<b>Amount of commission paid to buyer-side broker:</b>	

\*The Date of Sale may be found on your closing statement, settlement statement, HUD statement, settlement letter, or other transaction documents included during the sale and closing of your home. If you are unsure of the precise date, you may enter your best estimate of the Date of Sale, date range, or month and year of sale.

Questions? Visit [www.RealEstateCommissionLitigation.com](http://www.RealEstateCommissionLitigation.com) or call 888-995-0207.

To view JND's privacy policy, please visit <https://www.jndla.com/privacy-policy>



## SECTION C – DOCUMENTARY PROOF OF PAYMENT

Please list in the space below any document(s) you have to support your Proof of Payment. Documents that support your Proof of Payment may include your closing statement, settlement statement, HUD statement, settlement letter, or other transaction documents included during the sale and closing of your home.

---

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**If you are mailing your Claim Form, please enclose your Proof(s) of Payment.  
Claim forms with Proof of Payment are more likely to be approved and paid.**

## SECTION D - ATTESTATION

*By submitting this Claim Form and signing below, I hereby affirm that I am at least 18 years of age and that the information provided above, and in any enclosed Proof of Payment, is true and correct.*

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Your claim will be submitted to the Settlement Administrator for review. If you are eligible for a Cash Award, and the proposed settlement is approved, you will be provided payment in the manner you requested above. This process takes time; please be patient.

### Reminder Checklist:

- ✓ Please complete all the information requested above and sign the Claim Form.
- ✓ Enclose your Proof of Payment, if you have it, along with the Claim Form.
- ✓ Keep a copy of your Claim Form and supporting documentation for your records.
- ✓ Your claim must be submitted electronically or postmarked by **May 9, 2025**.
- ✓ Your claim must be submitted electronically at [www.RealEstateCommissionLitigation.com](http://www.RealEstateCommissionLitigation.com) or mailed to: Residential Real Estate Broker Commissions Antitrust Settlements c/o JND Legal Administration, PO Box 91479, Seattle, WA 98111. The easiest way to file your claim is online.
- ✓ If you have any questions, please visit the website at [www.RealEstateCommissionLitigation.com](http://www.RealEstateCommissionLitigation.com); or call 888-995-0207
- ✓ Please note that the settlement administrator may contact you to request additional information to process your claim.

Questions? Visit [www.RealEstateCommissionLitigation.com](http://www.RealEstateCommissionLitigation.com) or call 888-995-0207.

To view JND's privacy policy, please visit <https://www.jndla.com/privacy-policy>

# EXHIBIT D

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Instead, home shoppers should concentrate on the country's heartland, in particular, Fort Wayne, IN. The midsized city is the hub of Northeast Indiana and has ranked No. 1 in the Wall Street Journal/Realtor.com® Housing Market Ranking.

Known as Summer City, Fort Wayne is 18 miles west of Ohio, 50 miles south of Michigan, and within a 300-mile radius of major population centers, including Chicago, Cincinnati, Detroit, and Milwaukee.

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For sale

**\$319,900**

4 Bed 2 Bath 2,178 sqft

Pueblo, CO 81006

See listing

For sale

**\$270,000**

3 Bed 2 Bath 1,500 sqft

Kansas City, MO 64102

See listing

The real estate market is "a relatively balanced market but leaning toward a seller's market," says Fort Wayne real estate professional **David Brough**, with Anthony Realtors. "Homes priced under \$200,000 are in high demand and sell quickly. These homes usually have several offers on them."

The Housing Market Ranking features some of the strongest U.S. housing markets, which are predicted to continue growing in the upcoming months.

Real Estate Settlements Reached Totaling **Over \$730 Million**

If You Sold a Home and Paid Commission to a Real Estate Agent of Any Brokerage, You May Get a Payment

**FILE A CLAIM**

Christina on the Coast Is Hiding One Huge Clue About Christina Hall's Upcoming Divorce

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Real Estate Settlements Reached Totaling  
**Over \$730 Million**  
If You Sold a Home and Paid Commission to a Real Estate Agent at Any Brokerage, You May Get a Payment  
**FILE A CLAIM**

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cnn.com/2024/07/23/economy/real-estate-market-homebuyers/index.html

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For the past two years, potential homebuyers have faced a double whammy of high prices and high mortgage rates, but things may soon start to turn around. David Paul Morris/Bloomberg/Getty Images

**(CNN)** — After the last few years of skyrocketing home prices and elevated mortgage rates, Americans have been feeling overwhelmingly dejected about their prospects of buying a home. But there are now signs that maybe, just maybe, the worst could be over for homebuyers.

"June, in particular, has started to show the housing market slowing down in favor of buyers," said Skylar Olsen, Zillow's chief economist.

During the pandemic, families and remote workers rushed to find homes offering extra space, taking advantage of historically low borrowing costs after the Federal Reserve slashed interest rates to support the US economy. While the Fed doesn't directly set mortgage rates, its actions do influence borrowing costs throughout the economy.

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Mortgage interest rates eased very slightly last week, but not enough to get today's potential homebuyers off the fence.

The average contract interest rate for 30-year fixed-rate mortgages with conforming loan balances (\$766,550 or less) decreased to 6.82% from 6.87%, with points increasing to 0.59 from 0.57 (including the origination fee) for loans with a 20% down payment, according to the Mortgage Bankers Association. That is the lowest level since February of this year.



Real Estate Settlements Reached Totaling  
**Over \$730 Million**  
If You Sold a Home and Paid Commission to a Real Estate Agent at Any Brokerage, You May Get a Payment  
**FILE A CLAIM**

Rates have dropped over twenty basis points in the last few weeks, but applications for a mortgage to purchase a home still dropped





07-24-2024 | NEWS

# There's a shift happening in some housing markets—just look at inventory

Florida and Idaho join Texas in hitting pre-pandemic inventory milestones—and some other states aren't too far behind.



[Photo: Luiz Cent/Unsplash; map: Lance Lambert/created with Datawrapper]



BY LANCE LAMBERT 2 MINUTE READ

Real Estate Settlements Reached Totaling Over \$730 Million. If You Sold a Home and Paid Commission to a Real Estate Agent at Any Brokerage, You May Get a Payment. FILE A CLAIM >>

# **EXHIBIT E**

**Class Action Notice**  
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**Real Estate Settlements Reached Totaling Over \$730 Million**

If You Sold a Home and Paid Commission to a Real Estate Agent at Any Brokerage, You May Get a Payment

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Real Estate Settlements [Learn more](#)

1

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1



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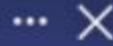


Menu

5:55

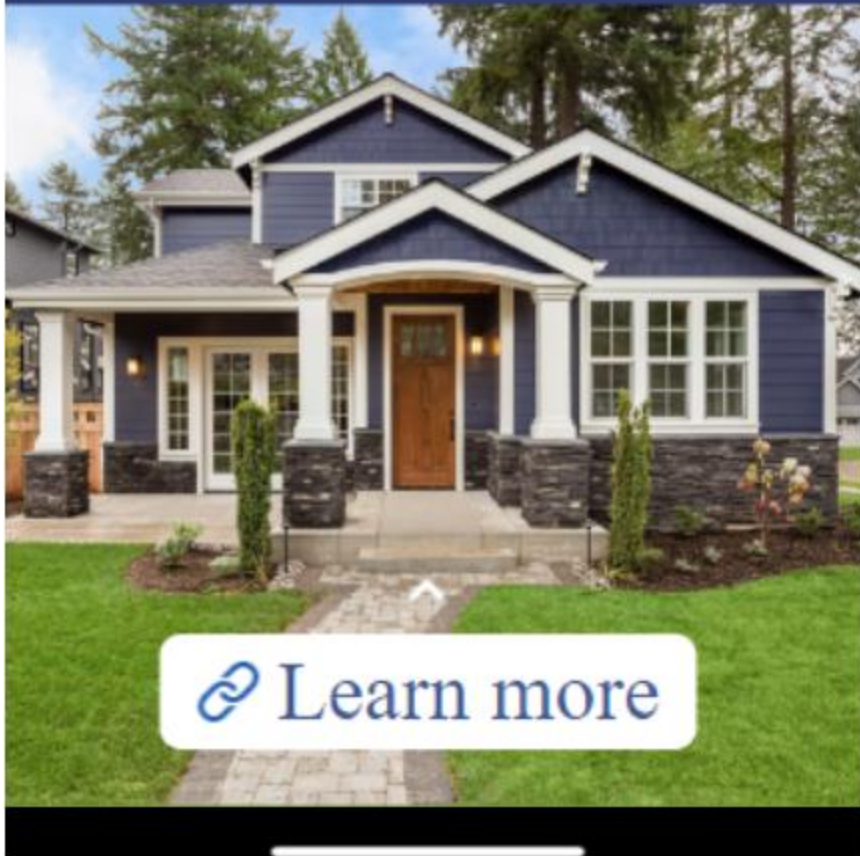


**Class Action Notice**  
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# Real Estate Settlements Reached Totaling **Over \$730 Million**

If You Sold a Home and Paid  
Commission to a Real Estate  
Agent at Any Brokerage,  
You May Get a Payment



 [Learn more](#)



5:28



Class Action Lawsuit  
to me



Real Estate Settlements Reached Totaling

**Over \$730 Million**

If You Sold a Home and Paid Commission to a Real Estate Agent at Any Brokerage, You May Get a Payment

## Settlements Totaling Over \$730 Million

Homes sellers have rights and options in settlements over \$730 million. File a claim.

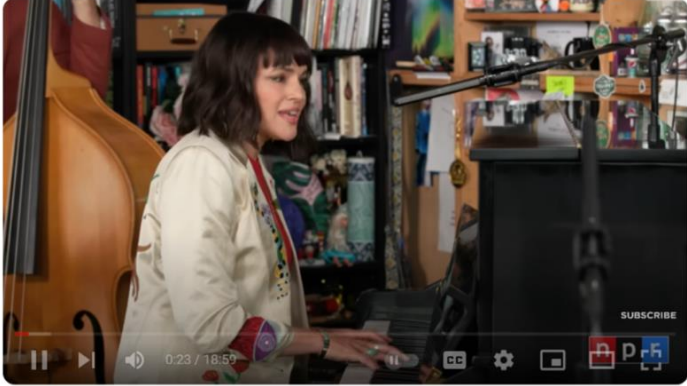
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**Norah Jones: Tiny Desk Concert**

NPR Music 9.63M... Subscribed 25K Share

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**Real Estate Settlements Reached**  
Home sellers who paid commission to a Real Estate Agent at any brokerage may file a claim.  
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**Clairo - "Bags" (Recorded Live for World Cafe)**  
World Cafe  
5.3M views · 4 years ago

1895 x 865 1.1 MB 75%

# EXHIBIT F

'I've Accomplished Way More Than My Wildest Dreams'

Halle Berry  
Her Custody Battle  
Heats Up Again

# People



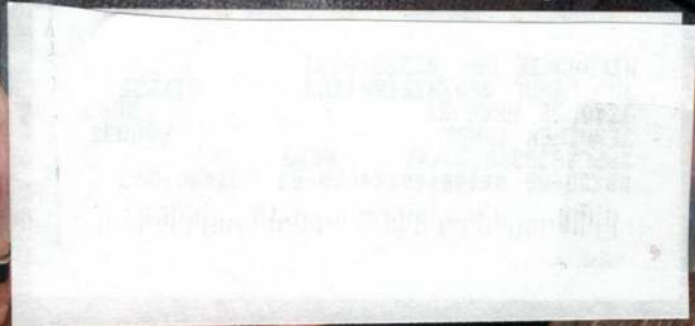
## Colin Farrell

ON LIFE WITH HIS SON WITH SPECIAL NEEDS

# 'I Want the World to Be Kind to My Son'

The star opens up for the first time about James, 20, who has a rare debilitating disorder—and why he's starting a foundation to help adult children with similar disabilities prepare for a future without their parents

August 19, 2024





## LEGAL NOTICE

If You Sold A Home And Paid  
Commission To A Real Estate  
Agent At Any Brokerage, You  
May be Eligible For a Payment  
In Settlements Totaling  
**Over \$730 Million**

Para una notificación en español, visite  
[www.RealEstateCommissionLitigation.com](http://www.RealEstateCommissionLitigation.com)

### YOUR RIGHTS AND OPTIONS

- ▶ File a Claim by May 9, 2025
- ▶ Exclude yourself ("Opt Out") by October 3, 2024
- ▶ Object by October 3, 2024
- ▶ Attend the Hearing on October 31, 2024 at 10:30 a.m. CT



### QUESTIONS?

Call 1-888-995-0207 or visit  
[www.RealEstateCommissionLitigation.com](http://www.RealEstateCommissionLitigation.com)



## People picks

Awkwafina  
wins big—but  
she might  
lose bigger.



### PRIME VIDEO | Jackpot!

**COMEDY** Katie (Awkwafina), a former child actress, returns to L.A., hoping to get back into show business. Instead she up and wins the city lottery, worth billions. But there's a catch: Anyone who kills Katie by sundown can legally claim the prize. To survive she'll need protection—a service offered by both the down-at-the-heels Noel (John Cena) and the flashy Louis (Simu Liu). You can think of this film as a dystopian action comedy—or as an allegory about a would-be star seeking agency representation. It's maybe more interesting as the latter. (Launches Aug. 15)



### PARAMOUNT+ | Tales of the Teenage Mutant Ninja Turtles

**ANIMATED** In a series that follows up on 2023's *Mutant Mayhem* movie, the gonzo-reptile brothers are split up when a killer robot attacks them, exposing each of them to all sorts of vividly freaky threats out in the city. The guest voices include Rose Byrne as a mutant Australian crocodile, *Earth to Ned* (Launches Aug. 9)

FROM TOP: AMAZON MGM STUDIOS; PARAMOUNT PICTURES/PARAMOUNT+

# EXHIBIT G



realtor class action lawsuit



CNN  
<https://www.cnn.com> › 2024/03/15 › economy › nar-re... ⋮

### The 6% commission on buying or selling a home is gone ...

Mar 15, 2024 — In a sweeping move expected to dramatically reduce the cost of buying and selling a home, the National Association of **Realtors** announced Friday ...



Reuters  
<https://www.reuters.com> › legal › litigation › home-buy... ⋮

### Home buyers can sue brokerages over real estate ...

Feb 22, 2024 — The National Association of **Realtors** and several corporate home brokerages must face a proposed **class action lawsuit** from home buyers who ...

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### Real Estate Settlements - Totaling Over \$730 Million

Home sellers have rights and options. Learn more. File a claim. Home sellers may get a portion of real estate settlements totaling over \$730 million.

[Important Documents](#) · [File a Claim](#) · [FAQ](#)



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## Real Estate Broker Commissions - Settlements over \$730 Million

Home sellers have rights and options. Learn more. File a claim. Home sellers who paid commission to a real estate agent at any brokerage may be affected.

- [FAQ](#)
- [Important Documents](#)
- [File a Claim](#)

 **The Paperless Agent**  
https://thepaperlessagent.com · blog

## Your NAR Lawsuit Questions Answered

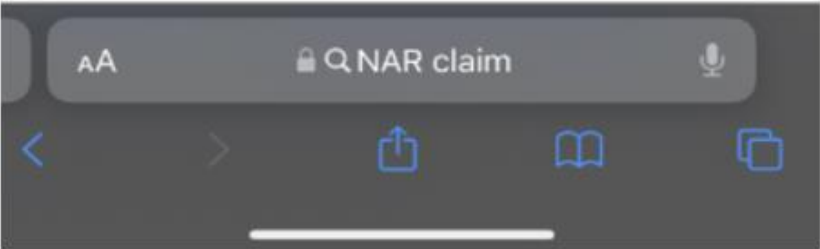
Oct 23, 2023 — What is the NAR lawsuit regarding commission? The NAR lawsuits revolve around how commissions are set and split between buyer's and seller's ...

 **NAR NXT, The REALTOR® Experience**  
https://narnxt.realtor · event-waiver

## Event Waiver & Release

National Association of REALTORS® Waiver and Release of Claims. You desire to and willingly participate in the 2024 NAR NXT: The REALTOR® Experience ("NAR Event ...

 **West Volusia REALTORS® Association**  
https://www.westvolusiarealtor.com · ...



# EXHIBIT H

## EXACT MATCH PICKUP

	Outlet Name	Language	Location	Source Type	Industry
1	Zeta 92.3 FM	Spanish	United States	Broadcast Media	Multicultural & Demographic
2	Yuma Sun, Yuma AZ	English	United States	Newspaper	Media & Information
3	Yuma Sun, Yuma AZ	English	United States	Newspaper	Media & Information
4	Your Oregon News, Oregon	English	United States	Newspaper	Media & Information
5	WZZS-FM 106.9 La Número Uno / WTMY-AM 1280 La Número Uno	Spanish	United States	Broadcast Media	Multicultural & Demographic
6	WYTV-TV ABC-33 [Youngstown, OH]	English	United States	Broadcast Media	Media & Information
7	WyoToday, Riverton, Wyoming	English	United States	Newspaper	Media & Information
8	Wyoming Tribune Eagle, Cheyenne, Wyoming	English	United States	Newspaper	Media & Information
9	Wyoming Press Association, Casper, Wyoming	English	United States	Newspaper	Media & Information
10	WXIN-TV FOX-59 [Indianapolis, IN]	English	United States	Broadcast Media	Media & Information
11	WWTI-TV ABC-50 [Watertown, NY]	English	United States	Broadcast Media	Media & Information
12	WWLP-TV NBC-22 [Springfield, MA]	English	United States	Broadcast Media	Media & Information
13	WVNS [Beckley, WV]	English	United States	Broadcast Media	Media & Information
14	WVLA [Baton Rouge, LA]	English	United States	Broadcast Media	Media & Information
15	WTWO-TV NBC-2/WAWV-TV ABC-38 MyWabashValley [Terre Haute IN]	English	United States	Broadcast Media	Media & Information
16	WTTV [Indianapolis, IN]	English	United States	Broadcast Media	Media & Information
17	WTRF [Wheeling, WV]	English	United States	Broadcast Media	Media & Information
18	WTNH [New Haven, CT]	English	United States	Broadcast Media	Media & Information
19	WTEN/ WXXA-TV [Albany, NY]	English	United States	Broadcast Media	Media & Information

	Outlet Name	Language	Location	Source Type	Industry
20	WTAJ [Altoona, PA]	English	United States	Broadcast Media	Media & Information
21	WSYR-TV ABC-9 NewsChannel [Syracuse, NY]	English	United States	Broadcast Media	Media & Information
22	WSPA/WYCW [Spartanburg, SC]	English	United States	Broadcast Media	Media & Information
23	WSAV [Savannah, GA]	English	United States	Broadcast Media	Media & Information
24	WROC/WUHF/WZDX [Rochester, NY]	English	United States	Broadcast Media	Media & Information
25	WRIC [Richmond, VA]	English	United States	Broadcast Media	Media & Information
26	WREG [Memphis, TN]	English	United States	Broadcast Media	Media & Information
27	WRBL [Columbus, GA]	English	United States	Broadcast Media	Media & Information
28	WQRF/WTVO [Rockford, IL]	English	United States	Broadcast Media	Media & Information
29	WPRI/WNAC [Providence, RI]	English	United States	Broadcast Media	Media & Information
30	WPIX-TV CW-11 [New York, NY]	English	United States	Broadcast Media	Media & Information
31	WPHL [Philadelphia, PA]	English	United States	Broadcast Media	Media & Information
32	WOWK-TV CBS-13 [Charleston, WV]	English	United States	Broadcast Media	Media & Information
33	Woodburn Independent, Woodburn, Oregon	English	United States	Newspaper	Media & Information
34	WOOD [Grand Rapids, MI]	English	United States	Broadcast Media	Media & Information
35	WNTZ [Alexandria, LA]	English	United States	Broadcast Media	Media & Information
36	WNCT [Greenville, NC]	English	United States	Broadcast Media	Media & Information
37	WNCN [Raleigh, NC]	English	United States	Broadcast Media	Media & Information
38	WNC Business	English	United States	Newspaper	Media & Information
39	WMICentral.com, Iron Mountain, Michigan	English	United States	Newspaper	Media & Information
40	WMBD-TV CBS 31 / WYZZ-TV FOX 43 [Peoria, IL]	English	United States	Broadcast Media	Media & Information

	Outlet Name	Language	Location	Source Type	Industry
41	WMBB-TV ABC-13 [Panama City, FL]	English	United States	Broadcast Media	Media & Information
42	WLNS-TV CBS-6 [Lansing, MI]	English	United States	Broadcast Media	Media & Information
43	WLAX-TV FOX 28/45 [La Crosse, WI]	English	United States	Broadcast Media	Media & Information
44	WKRN [Nashville, TN]	English	United States	Broadcast Media	Media & Information
45	WKRG [Mobile, AL]	English	United States	Broadcast Media	Media & Information
46	WKBN-TV CBS-27 [Youngstown, OH]	English	United States	Broadcast Media	Media & Information
47	WJZY-TV FOX-46 [Charlotte, NC]	English	United States	Broadcast Media	Media & Information
48	WJW-TV FOX-8 [Cleveland, OH]	English	United States	Broadcast Media	Media & Information
49	WJTV-TV CBS-12 [Jackson, MS]	English	United States	Broadcast Media	Media & Information
50	WJMN-TV CBS 3 [Escanaba, WI]	English	United States	Broadcast Media	Media & Information
51	WJHL-TV/ABC Tri-Cities [Johnson City, TN]	English	United States	Broadcast Media	Media & Information
52	WJET-TV ABC-24 / WFXP- TV FOX-44 [Erie, PA]	English	United States	Broadcast Media	Media & Information
53	WJBF [Augusta, GA]	English	United States	Broadcast Media	Media & Information
54	WIVB [Buffalo, NY]	English	United States	Broadcast Media	Media & Information
55	Winters Express, Winters, California	English	United States	Newspaper	Media & Information
56	Windsor Weekly	English	United States	Newspaper	Media & Information
57	Winchester Sun	English	United States	Newspaper	Media & Information
58	Wilsonville Spokesman, Wilsonville, Oregon	English	United States	Newspaper	Media & Information
59	Wickenburg Sun	English	United States	Newspaper	Media & Information
60	WIAT [Birmingham, AL]	English	United States	Broadcast Media	Media & Information
61	WHTM [Harrisburg, PA]	English	United States	Broadcast Media	Media & Information

	Outlet Name	Language	Location	Source Type	Industry
62	WHO-TV NBC-13 [Des Moines, IA]	English	United States	Broadcast Media	Media & Information
63	WHNT [Huntsville, AL]	English	United States	Broadcast Media	Media & Information
64	WGNO [New Orleans, LA]	English	United States	Broadcast Media	Media & Information
65	WGN [Chicago, IL]	English	United States	Broadcast Media	Media & Information
66	WGHP [Greensboro, NC]	English	United States	Broadcast Media	Media & Information
67	WFXR [Roanoke, VA]	English	United States	Broadcast Media	Media & Information
68	WFRV [Green Bay, WI]	English	United States	Broadcast Media	Media & Information
69	WFLA [Tampa, FL]	English	United States	Broadcast Media	Media & Information
70	WFFF-TV FOX 44 / WVNY-TV ABC-22 [Colchester, VT]	English	United States	Broadcast Media	Media & Information
71	WETM-TV NBC-18 [Elmira, NY]	English	United States	Broadcast Media	Media & Information
72	Westside Connect, Sonoma County, California	English	United States	Newspaper	Media & Information
73	West Virginia Latino News	Spanish	United States	News & Information Service	Multicultural & Demographic
74	West Valley View, Avondale AZ	English	United States	Newspaper	Media & Information
75	West Valley City Journal	English	United States	Newspaper	Media & Information
76	West Linn Tidings, West Linn, Oregon	English	United States	Newspaper	Media & Information
77	West Jordan Journal	English	United States	Newspaper	Media & Information
78	WEHT/WTVW [Evansville, IN]	English	United States	Broadcast Media	Media & Information
79	WDVM-TV IND-25 [Washington, DC]	English	United States	Broadcast Media	Media & Information
80	WDTN/WBDT [Dayton, OH]	English	United States	Broadcast Media	Media & Information
81	WDKY-TV FOX-56 [Lexington, KY]	English	United States	Broadcast Media	Media & Information
82	WDHN-TV ABC [Webb, AL]	English	United States	Broadcast Media	Media & Information



	Outlet Name	Language	Location	Source Type	Industry
83	WDAF [Kansas City, MO]	English	United States	Broadcast Media	Media & Information
84	WCMH [Columbus, OH]	English	United States	Broadcast Media	Media & Information
85	WCIA-TV CBS 3 [Champaign, IL]	English	United States	Broadcast Media	Media & Information
86	WCBD-TV NBC-2 [Charleston, SC]	English	United States	Broadcast Media	Media & Information
87	WBTW [Myrtle Beach, SC]	English	United States	Broadcast Media	Media & Information
88	WBRE/WYOU [Wilkes-Barre, PA]	English	United States	Broadcast Media	Media & Information
89	WBOY [Clarksburg, WV]	English	United States	Broadcast Media	Media & Information
90	WBGH/WIVT [Binghamton, NY]	English	United States	Broadcast Media	Media & Information
91	WAVY-TV NBC-10 [Portsmouth, VA]	English	United States	Broadcast Media	Media & Information
92	WATE [Knoxville, TN]	English	United States	Broadcast Media	Media & Information
93	Washington Daily News	English	United States	Newspaper	Media & Information
94	Washington City Paper [Washington, DC]	English	United States	Newspaper	General
95	WANE [Fort Wayne, IN]	English	United States	Broadcast Media	Media & Information
96	Walnut Creek Magazine	English	United States	Newspaper	Media & Information
97	Wallowa County Chieftain, Enterprise, Oregon	English	United States	Newspaper	Media & Information
98	VYRE Business News Global	English	United States	Online News Sites & Other Influencers	Business Services
99	VYRE Business News Global	English	United States	Online News Sites & Other Influencers	Business Services
100	VYRE Business News Global	English	United States	Online News Sites & Other Influencers	Business Services
101	Village Life, El Dorado Hills, California	English	United States	Newspaper	Media & Information
102	Vida Nueva	Spanish	United States	Newspaper	Multicultural & Demographic
103	Victoria Advocate [Victoria, TX]	Spanish	United States	Newspaper	Media & Information

	Outlet Name	Language	Location	Source Type	Industry
104	Victoria Advocate [Victoria, TX]	English	United States	Newspaper	Media & Information
105	VCReporter, Ventura County, California	English	United States	Newspaper	Media & Information
106	Valley Times-News	English	United States	Newspaper	Media & Information
107	Valley Current, Oregon City, Oregon	English	United States	Newspaper	Media & Information
108	Univision Minnesota	Spanish	United States	Broadcast Media	Multicultural & Demographic
109	Univision Kansas City	Spanish	United States	Broadcast Media	Multicultural & Demographic
110	Univision Canada	Spanish	Canada	Broadcast Media	Multicultural & Demographic
111	Tucson Lifestyle, Tucson, AZ	English	United States	Newspaper	Media & Information
112	Trinity Journal, Weaverville, California	English	United States	Newspaper	Media & Information
113	Tri-Valley Times, Pleasanton, California	English	United States	Newspaper	Media & Information
114	Transporte, Logística & Comercio Internacional	Spanish	United States	Newspaper	Multicultural & Demographic
115	Toti.com	English	United States	Newspaper	Media & Information
116	Times-News, Twin Falls, Idaho	English	United States	Newspaper	Media & Information
117	Times-News, Twin Falls, Idaho	English	United States	Newspaper	Media & Information
118	Times of the Islands	English	United States	Newspaper	Media & Information
119	Times of San Diego	English	United States	Newspaper	Media & Information
120	The World, Coos Bay, Oregon	English	United States	Newspaper	Media & Information
121	The Wetumpka Herald	English	United States	Newspaper	Media & Information
122	The Westside Current, Houston, Texas	English	United States	Newspaper	Media & Information
123	The Weekend Drive, Detroit, Michigan	English	United States	Newspaper	Media & Information
124	The Vicksburg Post	English	United States	Newspaper	Media & Information

	Outlet Name	Language	Location	Source Type	Industry
125	The Union, Grass Valley, California	English	United States	Newspaper	Media & Information
126	The Union Democrat, Sonora, California	English	United States	Newspaper	Media & Information
127	The Tryon Daily Bulletin	English	United States	Newspaper	Media & Information
128	The Troy Messenger	English	United States	Newspaper	Media & Information
129	The Tidewater News	English	United States	Newspaper	Media & Information
130	The Tallassee Tribune	English	United States	Newspaper	Media & Information
131	The Suffolk News-Herald	English	United States	Newspaper	Media & Information
132	The State Journal	English	United States	Newspaper	Media & Information
133	The Stanly News & Press	English	United States	Newspaper	Media & Information
134	The Sheet News, Mammoth Lakes, California	English	United States	Newspaper	Media & Information
135	The Selma Times-Journal	English	United States	Newspaper	Media & Information
136	The Roanoke Chowan News Herald	English	United States	Newspaper	Media & Information
137	The Press, Brentwood, California	English	United States	Newspaper	Media & Information
138	The Post-Searchlight	English	United States	Newspaper	Media & Information
139	The Pioneer	English	United States	Newspaper	Media & Information
140	The Panolian	English	United States	Newspaper	Media & Information
141	The Oxford Eagle	English	United States	Newspaper	Media & Information
142	The Outlook, Gresham, Oregon	English	United States	Newspaper	Media & Information
143	The News-Review, Roseburg, Oregon	English	United States	Newspaper	Media & Information
144	The Madras Pioneer, Madras, Oregon	English	United States	Newspaper	Media & Information
145	The La Grande Observer, La Grande, Oregon	English	United States	Newspaper	Media & Information

	Outlet Name	Language	Location	Source Type	Industry
146	The Interior Journal	English	United States	Newspaper	Media & Information
147	The Greenville Advocate	English	United States	Newspaper	Media & Information
148	The Gazette-Democrat, Anna, Illinois	English	United States	Newspaper	Media & Information
149	The Gazette, GTG Gazette, Grant City, Missouri	English	United States	Newspaper	Media & Information
150	The Gazette, Colorado Springs, Colorado	English	United States	Newspaper	Media & Information
151	The Gazette, Colorado Springs, Colorado	English	United States	Newspaper	Media & Information
152	The Farmville Herald	English	United States	Newspaper	Media & Information
153	The Desert Review, El Centro, California	English	United States	Newspaper	Media & Information
154	The Demopolis Times	English	United States	Newspaper	Media & Information
155	The Davis Enterprise, Davis, California	English	United States	Newspaper	Media & Information
156	The Daily Titan, Fullerton, California	English	United States	Newspaper	Media & Information
157	The Daily Sentinel, Grand Junction, Colorado	English	United States	Newspaper	Media & Information
158	The Daily Sentinel, Grand Junction, Colorado	English	United States	Newspaper	Media & Information
159	The Daily News, Longview, Washington	English	United States	Newspaper	Media & Information
160	The Daily Independent, Ridgecrest, California	English	United States	Newspaper	Media & Information
161	The Daily Californian, Berkeley, California	English	United States	Newspaper	Media & Information
162	The Daily Astorian, Astoria, Oregon	English	United States	Newspaper	Media & Information
163	The Community Voice, Rohnert Park, California	English	United States	Newspaper	Media & Information
164	The Coastland Times	English	United States	Newspaper	Media & Information
165	The Clemmons Courier	English	United States	Newspaper	Media & Information
166	The Clanton Advertiser	English	United States	Newspaper	Media & Information

	Outlet Name	Language	Location	Source Type	Industry
167	The Clackamas Review, Milwaukie, Oregon	English	United States	Newspaper	Media & Information
168	The Chillicothe Hometown Voice	English	United States	Newspaper	Media & Information
169	The Charlotte Gazette	English	United States	Newspaper	Media & Information
170	The Bulletin, Bend, Oregon	English	United States	Newspaper	Media & Information
171	The Brewton Standard	English	United States	Newspaper	Media & Information
172	The Bogalusa Daily News	English	United States	Newspaper	Media & Information
173	The Best Times, Memphis, Tennessee	Spanish	United States	Newspaper	Media & Information
174	The Best Times, Memphis, Tennessee	English	United States	Newspaper	Media & Information
175	The Bee News, Clarence, New York	English	United States	Newspaper	Media & Information
176	The Atmore Advance	English	United States	Newspaper	Media & Information
177	The Argonaut, Los Angeles, California	English	United States	Newspaper	Media & Information
178	The Andalusia Star-News	English	United States	Newspaper	Media & Information
179	The Advocate-Messenger	English	United States	Newspaper	Media & Information
180	Tehachapi News, Tehachapi, California	English	United States	Newspaper	Media & Information
181	Taylorville Journal	English	United States	Newspaper	Media & Information
182	Taos News, Taos, New Mexico	English	United States	Newspaper	Media & Information
183	Taos News	English	United States	Newspaper	Media & Information
184	Taft Midway Driller, Taft, California	English	United States	Newspaper	Media & Information
185	SWX Local Sports, Montana	English	United States	Newspaper	Media & Information
186	SW Connection Newspapers, Eden Prairie, Minnesota	English	United States	Newspaper	Media & Information
187	SuperLatina TV	Spanish	United States	Blog	Multicultural & Demographic



	Outlet Name	Language	Location	Source Type	Industry
188	Sunnyside Sun, Sunnyside, Washington	English	United States	Newspaper	Media & Information
189	Sugar House Journal	English	United States	Newspaper	Media & Information
190	Style Magazine	English	United States	Newspaper	Media & Information
191	Statesman Examiner, Colville, Washington	English	United States	Newspaper	Media & Information
192	Stage of Life	English	United States	News & Information Service	Multicultural & Demographic
193	South Salt Lake Journal	English	United States	Newspaper	Media & Information
194	South Jordan Journal	English	United States	Newspaper	Media & Information
195	Smithfield Times	English	United States	Newspaper	Media & Information
196	Show Continental	Spanish	United States	Online News Sites & Other Influencers	Multicultural & Demographic
197	Sherwood Gazette, Sherwood, Oregon	English	United States	Newspaper	Media & Information
198	Shelby County Reporter	English	United States	Newspaper	Media & Information
199	SEGUROS, SALUD, PENSIONES & SEGURIDAD	Spanish	United States	Online News Sites & Other Influencers	Multicultural & Demographic
200	Seattle 24x7	English	United States	Trade Publications	Tech
201	Seaside Signal, Seaside, Oregon	English	United States	Newspaper	Media & Information
202	Santa Ynez Valley News, Santa Ynez Valley, California	English	United States	Newspaper	Media & Information
203	Santa Maria Times, Santa Maria, California	English	United States	Newspaper	Media & Information
204	Sangri Times	English	India	Online News Sites & Other Influencers	General
205	Sandy Post, Sandy, Oregon	English	United States	Newspaper	Media & Information
206	Sandy Journal	English	United States	Newspaper	Media & Information
207	Salisbury Post	English	United States	Newspaper	Media & Information
208	RSW Living Magazine [Sanibel, FL]	English	United States	Newspaper	Media & Information



	Outlet Name	Language	Location	Source Type	Industry
209	Roswell Daily Record, Roswell, New Mexico	English	United States	Newspaper	Media & Information
210	Rivers of Living Water Mission - Home Page	English	United States	Information Website	Travel & Leisure
211	Riverton Ranger, Riverton, Wyoming	English	United States	Newspaper	Media & Information
212	Rio Grande Sun, Espanola, New Mexico	English	United States	Newspaper	Media & Information
213	Revista MUJERES Internacional	Spanish	United States	Magazine	Multicultural & Demographic
214	Redmond Spokesman, Redmond, Oregon	English	United States	Newspaper	Media & Information
215	Redlands Community News, Redlands, California	English	United States	Newspaper	Media & Information
216	Record Gazette, Banning, California	English	United States	Newspaper	Media & Information
217	Ravalli Republic, Hamilton, Montana	English	United States	Newspaper	Media & Information
218	Quiza Me	Spanish	United States	Online News Sites & Other Influencers	General
219	Queen Creek Tribune, Queen Creek AZ	English	United States	Newspaper	Media & Information
220	QuadCities WHBF-TV CBS-4 / KLJB-TV FOX-18 [Rock Island, IL]	English	United States	Broadcast Media	Media & Information
221	Purgula	English	United States	Online News Sites & Other Influencers	Real Estate
222	Prescott Times, Prescott AZ	English	United States	Newspaper	Media & Information
223	Prentiss Headlight	English	United States	Newspaper	Media & Information
224	Prensa Mexicana	Spanish	United States	Newspaper	Multicultural & Demographic
225	PR Newswire	Spanish	Global	PR Newswire	Media & Information
226	PR Newswire	English	Global	PR Newswire	Media & Information
227	Portland Tribune, Portland, Oregon	English	United States	Newspaper	Media & Information
228	Porterville Recorder, Porterville, California	English	United States	Newspaper	Media & Information

	Outlet Name	Language	Location	Source Type	Industry
229	Porterville Recorder, Porterville, California	English	United States	Newspaper	Media & Information
230	Portal de Financas	English	Brazil	Online News Sites & Other Influencers	Financial
231	Port Arthur News	English	United States	Newspaper	Media & Information
232	Polk County Itemizer-Observer, Dallas, Oregon	English	United States	Newspaper	Media & Information
233	Play 96.5 FM	Spanish	Puerto Rico	Broadcast Media	Multicultural & Demographic
234	Pinal Central [Casa Grande, AZ]	English	United States	Newspaper	Media & Information
235	Picayune Item	English	United States	Newspaper	Media & Information
236	Pasadena Weekly, Pasadena, California	English	United States	Newspaper	Media & Information
237	Parish News [New Orleans, LA]	English	United States	Newspaper	Media & Information
238	Palos Verdes Peninsula News, Palos Verdes Estates, California	English	United States	Newspaper	Media & Information
239	Oregon City News, Oregon City, Oregon	English	United States	Newspaper	Media & Information
240	Orange Leader	English	United States	Newspaper	Media & Information
241	Omaha Magazine	English	United States	Newspaper	Media & Information
242	Norwood Town News	English	United States	Newspaper	Media & Information
243	Norfolk & Wrentham News	English	United States	Newspaper	Media & Information
244	Ninja Credit Consultants	English	United States	Blog	Financial
245	NickAds, Grand Junction, Colorado	English	United States	Newspaper	Media & Information
246	Next Wave Group	English	United States	Online News Sites & Other Influencers	Media & Information
247	NewsBlaze US	English	United States	Online News Sites & Other Influencers	Media & Information
248	News Miner, Fair	English	United States	Newspaper	Media & Information
249	News Miner, Fair	English	United States	Newspaper	Media & Information

	Outlet Name	Language	Location	Source Type	Industry
250	Newport News-Times, Newport, Oregon	English	United States	Newspaper	Media & Information
251	Newberg Graphic, Newberg, Oregon	English	United States	Newspaper	Media & Information
252	New Mexico Press Association, Albuquerque, New Mexico	English	United States	Newspaper	Media & Information
253	Needles Desert Star, Needles, California	English	United States	Newspaper	Media & Information
254	NCWLIFE, Wenatchee, Washington	English	United States	Newspaper	Media & Information
255	NBC Right Now, Kennewick, Washington	English	United States	Newspaper	Media & Information
256	Natick Town News	English	United States	Newspaper	Media & Information
257	Natchez Democrat	English	United States	Newspaper	Media & Information
258	Napa Valley Register, Napa, California	English	United States	Newspaper	Media & Information
259	Napa Valley Register, Napa, California	English	United States	Newspaper	Media & Information
260	Myhighplains	English	United States	Broadcast Media	Media & Information
261	My Utah News, Salt Lake City, Utah	English	United States	Newspaper	Media & Information
262	Murray Journal	English	United States	Newspaper	Media & Information
263	Mountain News, Lake Arrowhead, California	English	United States	Newspaper	Media & Information
264	Mountain Democrat, Placerville, California	English	United States	Newspaper	Media & Information
265	Moscow-Pullman Daily News, Moscow, Idaho	English	United States	Newspaper	Media & Information
266	Morningstar	English	Global	Financial Data, Research & Analytics	Financial
267	Moorpark Acorn, Moorpark, California	English	United States	Newspaper	Media & Information
268	Montana Standard, Butte, Montana	English	United States	Newspaper	Media & Information
269	Montana Right Now, Montana	English	United States	Newspaper	Media & Information

	Outlet Name	Language	Location	Source Type	Industry
270	Montana Right Now, Montana	English	United States	Newspaper	Media & Information
271	Montana Latino News	Spanish	United States	News & Information Service	Multicultural & Demographic
272	Montana Latino News	Spanish	United States	News & Information Service	Multicultural & Demographic
273	Molalla Pioneer, Molalla, Oregon	English	United States	Newspaper	Media & Information
274	Mohave Daily News, Bullhead City, AZ	English	United States	Newspaper	Media & Information
275	Missoulian, Missoula, Montana	English	United States	Newspaper	Media & Information
276	Millcreek Journal	English	United States	Newspaper	Media & Information
277	Midvale Journal	English	United States	Newspaper	Media & Information
278	Middlesboro News	English	United States	Newspaper	Media & Information
279	Mi Ciudad Tampa Bay	Spanish	United States	Online News Sites & Other Influencers	Multicultural & Demographic
280	Mega TV	Spanish	United States	Broadcast Media	Multicultural & Demographic
281	Meeting News Northwest, Oregon	English	United States	Newspaper	Media & Information
282	Medway & Millis News	English	United States	Newspaper	Media & Information
283	MB News	English	United States	Newspaper	Media & Information
284	Magnolia State Live	English	United States	Newspaper	Media & Information
285	Luverne Journal	English	United States	Newspaper	Media & Information
286	Lowndes Signal	English	United States	Newspaper	Media & Information
287	Los Angeles Downtown News, Los Angeles, California	English	United States	Newspaper	Media & Information
288	Lompoc Record, Lompoc, California	English	United States	Newspaper	Media & Information
289	Lodi News-Sentinel, Lodi, California	English	United States	Newspaper	Media & Information
290	Lewiston Tribune, Lewiston, Idaho	English	United States	Newspaper	Media & Information

	Outlet Name	Language	Location	Source Type	Industry
291	Leesville Leader	English	United States	Newspaper	Media & Information
292	Ledger Dispatch, Jackson, California	English	United States	Newspaper	Media & Information
293	Leader Publications	English	United States	Newspaper	Media & Information
294	Laughlin Times, Laughlin, Nevada	English	United States	Newspaper	Media & Information
295	Latin Business Today	English	United States	Online News Sites & Other Influencers	Multicultural & Demographic
296	Latin Business Today	English	United States	Online News Sites & Other Influencers	Multicultural & Demographic
297	Latin Business Hoy	Spanish	United States	Online News Sites & Other Influencers	Multicultural & Demographic
298	Las Vegas Optic, Las Vegas, New Mexico	English	United States	Newspaper	Media & Information
299	Lake Oswego Review, Lake Oswego, Oregon	English	United States	Newspaper	Media & Information
300	LaGrange Daily News	English	United States	Newspaper	Media & Information
301	La Zeta 93.7 FM	Spanish	Puerto Rico	Broadcast Media	Multicultural & Demographic
302	La Voz Hispanic News [Pasco, WA]	Spanish	United States	Newspaper	Multicultural & Demographic
303	La Prensa Hispana	Spanish	United States	Newspaper	Multicultural & Demographic
304	La Nueva 94 FM	Spanish	Puerto Rico	Broadcast Media	Multicultural & Demographic
305	La Ley 107.9 FM	Spanish	United States	Broadcast Media	Multicultural & Demographic
306	La Familia de Broward	Spanish	United States	Magazine	Multicultural & Demographic
307	L'Observateur	English	United States	Newspaper	Media & Information
308	KXRM [Colorado Springs, CO]	English	United States	Broadcast Media	Media & Information
309	KXMA/KXMB [Bismark, ND]	English	United States	Broadcast Media	Media & Information
310	KXAN-TV NBC-36 [Austin, TX]	English	United States	Broadcast Media	Media & Information



	Outlet Name	Language	Location	Source Type	Industry
311	KWKT-TV FOX-44 / KYLE-TV MyNetworkTV [Woodway, TX]	English	United States	Broadcast Media	Media & Information
312	KVOA, Tucson, AZ	English	United States	Newspaper	Media & Information
313	KVEO-TV CBS-4 [Harlingen, TX]	English	United States	Broadcast Media	Media & Information
314	KULR-8, Billings, Montana	English	United States	Newspaper	Media & Information
315	KTXL [Sacramento, CA]	English	United States	Broadcast Media	Media & Information
316	KTVX [Salt Lake City, UT]	English	United States	Broadcast Media	Media & Information
317	KTVI-TV FOX-2 [St. Louis, MO]	English	United States	Broadcast Media	Media & Information
318	KTSM [El Paso, TX]	English	United States	Broadcast Media	Media & Information
319	KTLA [Los Angeles, CA]	English	United States	Broadcast Media	Media & Information
320	KTAL-TV NBC-6 [Shreveport, LA]	English	United States	Broadcast Media	Media & Information
321	KTAB/KRBC [Abilene, TX]	English	United States	Broadcast Media	Media & Information
322	KSWB [San Diego, CA]	English	United States	Broadcast Media	Media & Information
323	KSNW [Wichita, KS]	English	United States	Broadcast Media	Media & Information
324	KSNT-TV NBC-27 [Topeka, KS]	English	United States	Broadcast Media	Media & Information
325	KSNF/KODE [Joplin, MO]	English	United States	Broadcast Media	Media & Information
326	KSEE/KGPE [Fresno, CA]	English	United States	Broadcast Media	Media & Information
327	KRQE [Albuquerque, NM]	English	United States	Broadcast Media	Media & Information
328	KRON [San Francisco, CA]	English	United States	Broadcast Media	Media & Information
329	KREX/KFQX/KGJT [Grand Junction, CO]	English	United States	Broadcast Media	Media & Information
330	KPVI News 6, Pocatello, Idaho	English	United States	Newspaper	Media & Information



	Outlet Name	Language	Location	Source Type	Industry
331	KOLR/KOZL [Springfield, MO]	English	United States	Broadcast Media	Media & Information
332	KOIN-TV CBS-6 [Portland, OR]	English	United States	Broadcast Media	Media & Information
333	Kodiak Daily Mirror, Kodiak, AK	English	United States	Newspaper	Media & Information
334	KNWA/KFTA [Fayetteville, AR]	English	United States	Broadcast Media	Media & Information
335	KMID/KPEJ [Odessa, TX]	English	United States	Broadcast Media	Media & Information
336	KLST/KSAN [San Angelo, TX]	English	United States	Broadcast Media	Media & Information
337	KLRT-TV FOX-16 [Little Rock, AR]	English	United States	Broadcast Media	Media & Information
338	KLFY [Lafayette, LA]	English	United States	Broadcast Media	Media & Information
339	KLAS-TV CBS-8 [Las Vegas, NV]	English	United States	Broadcast Media	Media & Information
340	KITV Island News, Honolulu, Hawaii	English	United States	Newspaper	Media & Information
341	Kingman Miner, Kingman AZ	English	United States	Newspaper	Media & Information
342	KIAH [Houston, TX]	English	United States	Broadcast Media	Media & Information
343	KHQ-TV, Spokane, Washington	English	United States	Newspaper	Media & Information
344	KHON [Honolulu, HI]	English	United States	Broadcast Media	Media & Information
345	KHMT/KSVI [Billings, MT]	English	United States	Broadcast Media	Media & Information
346	KGET [Bakersfield, CA]	English	United States	Broadcast Media	Media & Information
347	KFOR [Oklahoma City, OK]	English	United States	Broadcast Media	Media & Information
348	KFDX-TV NBC-3 / KJTL-TV FOX-18 [Wichita Falls, TX]	English	United States	Broadcast Media	Media & Information
349	KETK-TV FOX-51 [Tyler, TX]	English	United States	Broadcast Media	Media & Information
350	Kenbridge Victoria Dispatch	English	United States	Newspaper	Media & Information
351	KELO [Sioux Falls, SD]	English	United States	Broadcast Media	Media & Information

	Outlet Name	Language	Location	Source Type	Industry
352	KDVR [Denver, CO]	English	United States	Broadcast Media	Media & Information
353	KDAF-TV CW-33 [Dallas, TX]	English	United States	Broadcast Media	Media & Information
354	KCAU-TV ABC-9 Siouxland Proud [Sioux City, IA]	English	United States	Broadcast Media	Media & Information
355	KARK-TV NBC-4 [Little Rock, AR]	English	United States	Broadcast Media	Media & Information
356	KARD/KTVE [West Monroe, LA]	English	United States	Broadcast Media	Media & Information
357	KAMC/KLBK	English	United States	Broadcast Media	Media & Information
358	Jessamine Journal	English	United States	Newspaper	Media & Information
359	Ismael Cala Foundation	Spanish	United States	Online News Sites & Other Influencers	Multicultural & Demographic
360	Ismael Cala	Spanish	United States	Blog	Multicultural & Demographic
361	Ironton Tribune	English	United States	Newspaper	Media & Information
362	Inyo Register, Bishop, California	English	United States	Newspaper	Media & Information
363	indica News [San Ramon, CA]	English	United States	Online News Sites & Other Influencers	Media & Information
364	Imperial Valley Press, El Centro, California	English	United States	Newspaper	Media & Information
365	Idaho Latino News	Spanish	United States	News & Information Service	Multicultural & Demographic
366	Idaho County Free Press, Grangeville, Idaho	English	United States	Newspaper	Media & Information
367	Hoy en Delaware	Spanish	United States	Newspaper	Multicultural & Demographic
368	Hopedale Town News	English	United States	Newspaper	Media & Information
369	Holliston Town News	English	United States	Newspaper	Media & Information
370	Holladay Journal	English	United States	Newspaper	Media & Information
371	Hola Arkansas!	English	United States	Newspaper	Multicultural & Demographic
372	Hispanic PR Wire	Spanish	United States	Online News Sites & Other Influencers	Multicultural & Demographic

	Outlet Name	Language	Location	Source Type	Industry
373	Hillsboro Tribune, Hillsboro, Oregon	English	United States	Newspaper	Media & Information
374	Hi-Desert Star, Yucca Valley, California	English	United States	Newspaper	Media & Information
375	Herriman Journal	English	United States	Newspaper	Media & Information
376	Hermiston Herald, Hermiston, Oregon	English	United States	Newspaper	Media & Information
377	Helena Independent Record, Helena, Montana	English	United States	Newspaper	Media & Information
378	Hawaii Latino News	Spanish	United States	News & Information Service	Multicultural & Demographic
379	Hattiesburg.com	English	United States	Online News Sites & Other Influencers	Media & Information
380	Harlan Enterprise	English	United States	Newspaper	Media & Information
381	Hanford Sentinel, Hanford, California	English	United States	Newspaper	Media & Information
382	Gulf & Main Magazine	English	United States	Newspaper	Media & Information
383	Greenville Business Magazine	English	United States	Newspaper	Media & Information
384	Green & White Sheet, Tucson, AZ	English	United States	Newspaper	Media & Information
385	Go! Eastern Oregon, Eastern Oregon	English	United States	Newspaper	Media & Information
386	Gillette News Record, Gillette, Wyoming	English	United States	Newspaper	Media & Information
387	Gilbert Sun, Gilbert AZ	English	United States	Newspaper	Media & Information
388	Geovanny Vicente Romero	Spanish	United States	Blog	Multicultural & Demographic
389	Geovanny Vicente Romero	English	United States	Blog	Multicultural & Demographic
390	Gazette-Times, Corvallis, Oregon	English	United States	Newspaper	Media & Information
391	Gates County Index	English	United States	Newspaper	Media & Information
392	Gaby Natale	Spanish	United States	Online News Sites & Other Influencers	Multicultural & Demographic
393	Franklin Town News	English	United States	Newspaper	Media & Information

	Outlet Name	Language	Location	Source Type	Industry
394	Foresthill Messenger, Foresthill, California	English	United States	Newspaper	Media & Information
395	Forest Grove News-Times, Forest Grove, Oregon	English	United States	Newspaper	Media & Information
396	Fontana Herald News, Fontana, California	English	United States	Newspaper	Media & Information
397	Fayetteville Connect	English	United States	Newspaper	Media & Information
398	Fairfield Sun Times, Fairfield, Montana	English	United States	Newspaper	Media & Information
399	FACE Magazine	English	United States	Newspaper	Media & Information
400	Exponent, Montana State University, Bozeman, Montana	English	United States	Newspaper	Media & Information
401	Estes Park News, Estes Park, Colorado	English	United States	Newspaper	Media & Information
402	Estacada News, Estacada, Oregon	English	United States	Newspaper	Media & Information
403	Essential Magazines, Boca Raton, Florida	English	United States	Newspaper	Media & Information
404	eNews Park Forest	English	United States	Newspaper	Media & Information
405	Energía, Industria, Comercio y Minería	Spanish	United States	Online News Sites & Other Influencers	Multicultural & Demographic
406	Elko Daily Free Press, Elko, Nevada	English	United States	Newspaper	Media & Information
407	Elizabethton Star	English	United States	Newspaper	Media & Information
408	El Zol 106.7 FM	Spanish	United States	Broadcast Media	Multicultural & Demographic
409	El Perico	English	United States	Online News Sites & Other Influencers	Multicultural & Demographic
410	El Perico	Spanish	United States	Online News Sites & Other Influencers	Multicultural & Demographic
411	El Colombiano	Spanish	United States	Newspaper	Multicultural & Demographic
412	Eastern Progress, Richmond, Kentucky	Spanish	United States	Newspaper	Media & Information
413	Eastern Progress, Richmond, Kentucky	English	United States	Newspaper	Media & Information

	Outlet Name	Language	Location	Source Type	Industry
414	East Oregonian, Pendleton, Oregon	English	United States	Newspaper	Media & Information
415	Draper Journal	English	United States	Newspaper	Media & Information
416	Discover Our Coast, Astoria, Oregon	English	United States	Newspaper	Media & Information
417	Diario Horizonte - CT	Spanish	United States	Newspaper	Multicultural & Demographic
418	Desert News, Apple Valley, California	English	United States	Newspaper	Media & Information
419	Delta Wind, Bethel AK	English	United States	Newspaper	Media & Information
420	Davis Journal	English	United States	Newspaper	Media & Information
421	Davie County Enterprise Record	English	United States	Newspaper	Media & Information
422	Daily Republic, Fairfield, California	English	United States	Newspaper	Media & Information
423	Daily Leader	English	United States	Newspaper	Media & Information
424	Cut Bank Pioneer Press, Cut Bank, Montana	English	United States	Newspaper	Media & Information
425	Cottonwood Heights Journal	English	United States	Newspaper	Media & Information
426	Coronado Eagle & Journal, Coronado, California	English	United States	Newspaper	Media & Information
427	Cordele Dispatch	English	United States	Newspaper	Media & Information
428	Connect Iredell	English	United States	Newspaper	Media & Information
429	Columbia Gorge News, Hood River, Oregon	English	United States	Newspaper	Media & Information
430	Columbia County Spotlight, St. Helens, Oregon	English	United States	Newspaper	Media & Information
431	Columbia Business Monthly	English	United States	Newspaper	Media & Information
432	Coast River Business Journal, Astoria, Oregon	English	United States	Newspaper	Media & Information
433	CNYhomepage	English	United States	Broadcast Media	Media & Information
434	Clearwater Tribune, Orofino, Idaho	English	United States	Newspaper	Media & Information



	Outlet Name	Language	Location	Source Type	Industry
435	Clearwater Progress, Orofino, Idaho	English	United States	Newspaper	Media & Information
436	Claiborne Progress	English	United States	Newspaper	Media & Information
437	City Sun Times, Scottsdale AZ	English	United States	Newspaper	Media & Information
438	City News Vegas, Las Vegas, Nevada	English	United States	Newspaper	Media & Information
439	City News Phoenix, Phoenix AZ	English	United States	Newspaper	Media & Information
440	City Journals	English	United States	Newspaper	Media & Information
441	Chino Champion, Chino, California	English	United States	Newspaper	Media & Information
442	ChineseWire	English	United States	Online News Sites & Other Influencers	Media & Information
443	ChicaNOL	Spanish	United States	Blog	Multicultural & Demographic
444	Chewelah Independent, Chewelah, Washington	English	United States	Newspaper	Media & Information
445	Chester County Press	English	United States	Newspaper	Media & Information
446	Cheap Fun Things To Do	English	United States	Online News Sites & Other Influencers	Travel & Leisure
447	Char-Koosta News, Pablo, Montana	English	United States	Newspaper	Media & Information
448	Chandler News, Chandler, AZ	English	United States	Newspaper	Media & Information
449	Central Oregonian, Prineville, Oregon	English	United States	Newspaper	Media & Information
450	Casper Star-Tribune [Casper, WY]	English	United States	Newspaper	Media & Information
451	Cape Coral Living Magazine	English	United States	Newspaper	Media & Information
452	Canby Herald, Canby, Oregon	English	United States	Newspaper	Media & Information
453	Cal OES News, Sacramento, California	English	United States	Newspaper	Media & Information
454	Business Tribune, Portland, Oregon	English	United States	Newspaper	Media & Information
455	Business Class News	English	United States	Blog	Media & Information



	Outlet Name	Language	Location	Source Type	Industry
456	Buffalo Bulletin, Buffalo, Wyoming	English	United States	Newspaper	Media & Information
457	Buenos Dias Nebraska	Spanish	United States	Online News Sites & Other Influencers	Multicultural & Demographic
458	Bradfordville Bugle	English	United States	Newspaper	Media & Information
459	Boulder Monitor, Boulder, Montana	English	United States	Newspaper	Media & Information
460	Boreal Community Media	English	United States	Newspaper	Media & Information
461	Bonita & Estero Magazine	English	United States	Newspaper	Media & Information
462	BocaLista	Spanish	Puerto Rico	Online News Sites & Other Influencers	Multicultural & Demographic
463	Bluegrass Live	English	United States	Newspaper	Media & Information
464	Blue Mountain Eagle, John Day, Oregon	English	United States	Newspaper	Media & Information
465	Billings Gazette, Billings, Montana	English	United States	Newspaper	Media & Information
466	Big Country News Connection, Spokane, Washington	English	United States	Newspaper	Media & Information
467	Big Bear Grizzly, Big Bear Lake, California	English	United States	Newspaper	Media & Information
468	Benzinga	English	United States	Online News Sites & Other Influencers	Financial
469	Beaverton Valley Times, Beaverton, Oregon	English	United States	Newspaper	Media & Information
470	Beauregard News	English	United States	Newspaper	Media & Information
471	Baker City Herald, Baker City, Oregon	English	United States	Newspaper	Media & Information
472	Austin Daily Herald	English	United States	Newspaper	Media & Information
473	Aspen Daily News, Aspen, Colorado	English	United States	Newspaper	Media & Information
474	Aspen Daily News [Aspen, CO]	English	United States	Newspaper	Media & Information
475	Ashland Town News	English	United States	Newspaper	Media & Information

	Outlet Name	Language	Location	Source Type	Industry
476	Arizona Daily Sun, Flagstaff, Arizona	English	United States	Newspaper	Media & Information
477	Arizona Daily Star [Tucson, AZ]	English	United States	Newspaper	Media & Information
478	Arcadia News, Phoenix AZ	English	United States	Newspaper	Media & Information
479	Appeal-Democrat, Marysville/Yuba City, California	English	United States	Newspaper	Media & Information
480	Appeal-Democrat, Marysville/Yuba City, California	English	United States	Newspaper	Media & Information
481	Antelope Valley Press, Palmdale/Lancaster, California	English	United States	Newspaper	Media & Information
482	Americus Times-Recorder	English	United States	Newspaper	Media & Information
483	American Press	English	United States	Newspaper	Media & Information
484	Alexander City Outlook	English	United States	Newspaper	Media & Information
485	Albuquerque Journal, Albuquerque, New Mexico	English	United States	Newspaper	Media & Information
486	Albert Lea Tribune [Albert Lea, MN]	English	United States	Newspaper	Media & Information
487	Albany Democrat-Herald, Albany, Oregon	English	United States	Newspaper	Media & Information
488	Alaska Latino News	Spanish	United States	News & Information Service	Multicultural & Demographic
489	Alabama Now	English	United States	Newspaper	Media & Information
490	Ahora News (New Jersey)	Spanish	United States	Newspaper	Multicultural & Demographic
491	Agent Elevated by Agent Inc.	English	United States	Online News Sites & Other Influencers	Real Estate
492	Agent Elevated by Agent Inc.	English	United States	Online News Sites & Other Influencers	Real Estate
493	2 News, Las Vegas, Nevada	English	United States	Newspaper	Media & Information
494	One News Page	English	Hong Kong	Information Website	General
495	One News Page	English	Hong Kong	Information Website	General

# EXHIBIT I

# If you sold a home and paid a commission to a real estate agent, you may be a part of class action Settlements — Proposed Settlements with all Defendants total over \$730 million

USA - English ▼



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NEWS PROVIDED BY

**JND Legal Administration →**

Jul 24, 2024, 08:30 ET

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SEATTLE, July 24, 2024 /PRNewswire/ -- JND Legal Administration

Proposed Settlements have been reached with Compass, Real Brokerage, Realty ONE, @properties, Douglas Elliman, Redfin, Engel & Völkers, HomeSmart, and United Real Estate, resolving certain claims, including in a lawsuit known as *Gibson v. National Association of Realtors*, Case No. 23-CV-788-SRB (W.D. Mo.). The lawsuit alleges the existence of an anticompetitive agreement that resulted in home sellers paying inflated commissions to real estate brokers or agents in violation of antitrust law. All Defendants in the lawsuit are listed at [www.RealEstateCommissionLitigation.com](http://www.RealEstateCommissionLitigation.com).

**How do I know if I am a part of the Settlements?**

You are a Settlement Class Member and eligible for payment if you: (1) sold a home during the Eligible Date Range; (2) listed the home that was sold on a multiple listing service ("MLS") anywhere in the United States; and (3) paid a commission to any real estate brokerage in connection with the sale of the home. The term "MLS" encompasses all NAR and non-NAR MLSs. The Eligible Date Range depends on what MLS you listed your home for sale on. Go to [www.RealEstateCommissionLitigation.com](http://www.RealEstateCommissionLitigation.com) to see the Eligible Date Range and to learn more.

### **What do the Settlements provide?**

The Settling Defendants named here have agreed to pay, collectively, over **\$110 million** into a Settlement Fund. The current value of *all* proposed Settlements with these and other Defendants is over **\$730 million**. The Fund will be distributed to qualifying Settlement Class Members who submit an approved Claim Form, after any awarded attorneys' fees, expenses, Settlement Administration costs, and service awards have been deducted. Compass, Real Brokerage, Realty ONE, @properties, Douglas Elliman, Redfin, Engel & Völkers, HomeSmart, and United Real Estate have also agreed to implement Practice Changes and provide Cooperation. You can learn more about the Practices Changes and Cooperation in the Settlement Agreements, available at [www.RealEstateCommissionLitigation.com](http://www.RealEstateCommissionLitigation.com).


### **How do I get a payment?**

***Note: If you have already submitted a Claim Form in this case for a prior Settlement with other Defendants, you do not need to submit another Claim.***

You must submit a Claim Form with information pertaining to and/or evidence of your home sale and commissions paid, by **May 9, 2025**. Claim Forms can be submitted online at [www.RealEstateCommissionLitigation.com](http://www.RealEstateCommissionLitigation.com).

You can also print a Claim Form at the website and mail it to *Gibson v. The National Association of Realtors*, c/o JND Legal Administration, PO Box 91479, Seattle, WA 98111, or email it to [info@RealEstateCommissionLitigation.com](mailto:info@RealEstateCommissionLitigation.com).

### **What are my other options?**

You may object to or exclude yourself (opt-out) from the Settlements by **October 3, 2024**, or do nothing. If you exclude yourself, you will *not* receive a Settlement Payment, but this is the only option that allows you to sue 

United Real Estate, and related entities relating to commission prices. If you wish to object, the Court will consider your views in deciding whether to approve or reject the proposed Settlements. If the Court does not approve the Settlements, no Settlement Payments will be sent, and the lawsuit will continue. You cannot object if you opt-out. By doing nothing, you will get no payment, and you will not be able to sue the settling Defendants relating to commission prices. For more information, including how to object or exclude yourself and to read the full terms of the release, visit [www.RealEstateCommissionLitigation.com](http://www.RealEstateCommissionLitigation.com).

### **What happens next?**

The Court will hold a hearing on **October 31, 2024** to consider whether to grant Final Approval of the Settlements and award fees and costs to the attorneys representing the class ("Class Counsel"). The Court has appointed the law firms of Ketchmark and McCreight; Williams Dirks Dameron; Boulware Law; Hagens Berman Sobal Shapiro; Cohen Milstein Sellers & Toll; and Susman Godfrey as Class Counsel. Class Counsel will ask the Court to award an amount not to exceed one-third (33.3%) of the Settlement Funds, plus out-of-pocket expenses incurred during the case. The Court may award less. Class Counsel will also seek compensation for each current and/or former Class Representative. You will be represented by Class Counsel at the hearing unless you choose to enter an appearance in person or through your own counsel, at your own cost. The appearance of your own attorney is not necessary to participate in the hearing.

### **Questions?**

This Notice is only a summary. To learn more, visit [www.RealEstateCommissionLitigation.com](http://www.RealEstateCommissionLitigation.com), call toll-free 888-995-0207, email [info@RealEstateCommissionLitigation.com](mailto:info@RealEstateCommissionLitigation.com), or write *Gibson et al. v. The National Association of Realtors et al.*, c/o JND Legal Administration, PO Box 91479, Seattle, WA 98111.

### **Media Contact:**

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206-268-9363

SOURCE JND Legal Administration



# Si vendió una casa y pagó una comisión a un agente de bienes raíces, puede ser parte de los Acuerdos de demanda colectiva: los Acuerdos propuestos con todos los Demandados suman más de \$ 730 millones

USA - español ▼



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NEWS PROVIDED BY

**JND Legal Administration →**

Jul 24, 2024, 08:30 ET

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SEATTLE, 24 de julio de 2024 /PRNewswire-HISPANIC PR WIRE/ -- JND Legal Administration

Se han alcanzado los acuerdos propuestos con Compass, Real Brokerage, Realty ONE, @Properties, Douglas Elliman, Redfin, Engel & Völkers, HomeSmart y United Real Estate, resolviendo ciertos reclamos, incluso en una demanda conocida como *Gibson v. National Association of Realtors*, Caso No. 23-CV-788-SRB (W.D. Mo.). La demanda alega la existencia de un acuerdo anticompetitivo que resultó en que los vendedores de viviendas pagaran comisiones infladas a corredores o agentes de bienes raíces en violación de la ley antimonopolio. Todos los Demandados en la demanda se enumeran en [www.RealEstateCommissionLitigation.com](http://www.RealEstateCommissionLitigation.com).

**¿Cómo sé si formo parte de los Arreglos?**

Usted es un Miembro de la Clase del Acuerdo y es elegible para el pago si: (1) vendió una vivienda durante el Intervalo de Fechas Elegible; (2) enumeró la vivienda que se vendió en un servicio de listado múltiple ("MLS") en cualquier lugar de los Estados Unidos; y (3) pagó una comisión a cualquier agente de bienes raíces en relación con la venta de la vivienda. El término "MLS" abarca todas las MLS NAR y no NAR. El rango de fechas elegible depende de en qué MLS puso su casa a la venta. Visite

[www.RealEstateCommissionLitigation.com](http://www.RealEstateCommissionLitigation.com) para ver el rango de fechas elegibles y obtener más información.

### **¿Qué proporcionan los Arreglos?**

Los Demandados del Acuerdo nombrados aquí han acordado pagar, colectivamente, más de **\$ 110 millones** en un Fondo del Acuerdo. El valor actual de *todos los Acuerdos* propuestos con estos y otros Demandados es de más de **\$ 730 millones**. El Fondo se distribuirá a los Miembros de la Clase del Acuerdo que califiquen y que presenten un Formulario de Reclamación aprobado, después de que se hayan deducido los honorarios, gastos, costos de Administración del Acuerdo y premios por servicios de los abogados adjudicados. Compass, Real Brokerage, Realty ONE, @properties, Douglas Elliman, Redfin, Engel & Völkers, HomeSmart y United Real Estate también han acordado implementar cambios en la práctica y proporcionar cooperación. Puede obtener más información sobre los Cambios de Prácticas y la Cooperación en los Acuerdos de Liquidación, disponibles en [www.RealEstateCommissionLitigation.com](http://www.RealEstateCommissionLitigation.com).

### **¿Cómo recibo un pago?**

***Nota: Si ya ha presentado un Formulario de Reclamación en este caso para un Acuerdo anterior con otros Demandados, no necesita presentar otra Reclamación.***

Debe presentar un Formulario de Reclamación con información relacionada y/o evidencia de la venta de su vivienda y las comisiones pagadas, antes del **9 de mayo de 2025**. Los formularios de reclamación se pueden enviar en línea en [www.RealEstateCommissionLitigation.com](http://www.RealEstateCommissionLitigation.com).

También puede imprimir un Formulario de Reclamación en el sitio web y enviarlo por correo a *Gibson v. The National Association of Realtors*, c/o JND Legal Administration, PO Box 91479, Seattle, WA 98111, o por correo electrónico a [info@RealEstateCommissionLitigation.com](mailto:info@RealEstateCommissionLitigation.com).

### **¿Cuáles son mis otras opciones?**

Puede objetar o excluirse (optar por no participar) de los Arreglos antes del **3 de octubre de 2024**, o no hacer nada. Si se excluye, no recibirá un Pago del Acuerdo, pero esta es la única opción que le permite demandar a Compass, Real Brokerage, Realty ONE, @properties, Douglas Elliman, Redfin, Engel & Völkers, HomeSmart y United Real Estate, y entidades relacionadas relacionadas relacionadas con los precios de comisión. Si desea objeto, el Tribunal considerará sus puntos de vista al decidir si aprueba o rechaza los Arreglos propuestos. Si el Tribunal no aprueba los Arreglos, no se enviarán Pagos del Arreglo y la demanda continuará. No puede objetar si opta por no participar. Al no hacer nada, no recibirá ningún pago y no podrá demandar a los Demandados conciliadores en relación con los precios de las comisiones. Para obtener más información, incluida la forma de objetar o excluirse y para leer los términos completos del comunicado, visite [www.RealEstateCommissionLitigation.com](http://www.RealEstateCommissionLitigation.com).

### **¿Qué sucede después?**

El Tribunal celebrará una audiencia el **31 de octubre de 2024** para considerar si otorga la Aprobación Final de los Arreglos y otorga honorarios y costos a los abogados que representan a la clase ("Abogados de la Clase"). El Tribunal ha designado a los bufetes de abogados de Ketchmark y McCreight; Williams Dirks Dameron; Boulware Law; Hagens Berman Sobal Shapiro; Cohen Milstein Sellers & Toll; y Susman Godfrey como Abogados de la Clase. Los Abogados de la Clase pedirán al Tribunal que otorgue una cantidad que no exceda un tercio (33.3 %) de los Fondos del Acuerdo, más los gastos de bolsillo incurridos durante el caso. El Tribunal puede otorgar menos. Los Abogados de la Clase también buscarán una compensación por cada Representante de la Clase actual y/o anterior. Usted será representado por los Abogados de la Clase en la audiencia, a menos que elija comparecer en persona o a través de su propio abogado, a su propio costo. La comparecencia de su propio abogado no es necesaria para participar en la audiencia.

### **¿Tienes alguna pregunta?**

Este Aviso es solo un resumen. Para obtener más información, visite [www.RealEstateCommissionLitigation.com](http://www.RealEstateCommissionLitigation.com), llame al número gratuito 888-995-0207, envíe un correo electrónico a [info@RealEstateCommissionLitigation.com](mailto:info@RealEstateCommissionLitigation.com) o escriba a *Gibson et al. v. The National Association of Realtors et al.*, c/o JND Legal Administration, PO Box 91479, Seattle, WA 98111.

### **Contacto con los medios:**

Ash Klann

[pr@hbsslaw.com](mailto:pr@hbsslaw.com)

206-268-9363

Logotipo - [https://mma.prnewswire.com/media/2049481/4820066/JND Legal Administration Logo.jpg](https://mma.prnewswire.com/media/2049481/4820066/JND_Legal_Administration_Logo.jpg)

FUENTE JND Legal Administration


# EXHIBIT J



**Top Class Actions**

Sent Post

Tue, Aug 20, 2024 7:31 am

 Sold a home recently and paid commission? You may qualify for a portion of a settlement! Check our site for more information! **#realestate #homesellers #topclassactions**

[Show Less](#)





 topclassactions

Over \$730 million real estate broker commission class action settlements



**topclassactions** 🏠💰 Sold a home on the MLS? You may qualify to claim compensation from class action settlements totaling over \$730M for allegedly inflated broker commission fees. Check the link in our comments for eligibility! **#RealEstate #Realtor #Settlements #TopClassActions**

**topclassactions**  
<https://topclassactions.com/lawsuit-settlements/open-lawsuit-settlements/110m-real-estate-broker-commission-class-action-settlement/>


AUG 25



**X Top Class Actions** @TopClassActions

Sent Post

Tue, Aug 20, 2024 12:41 am

 Sold a home recently and paid commission? You may qualify for a portion of a settlement! Check our site for more information! **#RealEstate #HomeSellers**

**#TopClassActions**

[bit.ly/3ADKxR2](https://bit.ly/3ADKxR2)

### Salvation Army - Background Checks

**10 Days Left**

TYPICAL SETTLEMENT	DEADLINE	PROOF REQUIRED?
Varies	Varies	N/A

If you applied for employment with The Salvation Army between November 2, 2018 and May 17, 2021 and had a background check report procured on you, you may be included in this settlement.

[Visit Official Settlement Website](#) [Share](#)

### Riverside Medical Clinic - Data Privacy

**17 Days Left**

TYPICAL SETTLEMENT	DEADLINE	PROOF REQUIRED?
Varies	8/26/24	N/A

If you visited the Riverside Medical Clinic website between September 9, 2017 and December 13, 2022, you may be included in this settlement.

[Visit Official Settlement Website](#) [Share](#)

### RealPage Utility Management - Fees (Maryland)

**266 Days Left** Featured

TYPICAL SETTLEMENT	DEADLINE	PROOF REQUIRED?
Varies	5/9/25	Yes

If you sold a home during the eligible date range, listed the home on a multiple listing service anywhere in the U.S., and paid a commission to any real estate brokerage in connection with the sale of the home, you may be covered by these proposed settlements.

[Learn More](#) [Share](#)

### Presidio Petroleum

**7 Days Left**

TYPICAL SETTLEMENT	DEADLINE	PROOF REQUIRED?
At least \$5	Varies	No

You may be included in this settlement if you received payments from Presidio Petroleum LLC of oil and gas proceeds from an Oklahoma well between January 25, 2018 and November 30, 2022.

[Visit Official Settlement Website](#) [Share](#)

### Porsche - Communication Management Systems

**14 Days Left** New

TYPICAL SETTLEMENT	DEADLINE	PROOF REQUIRED?
Up to \$7,500	8/20/24	Yes

This settlement covers those who owned or leased a Porsche vehicle equipped with an XM radio antenna and Porsche Communication Management (PCM) system 3.1 as of May 20, 2020.

[Visit Official Settlement Website](#) [Share](#)

### Point Park University

**73 Days Left** New

TYPICAL SETTLEMENT	DEADLINE	PROOF REQUIRED?
Varies	Varies	No

If you were a Point Park University student who was enrolled in on-campus classes after March 12, 2020 and was accessed

### Packaged Tuna Antitrust

**73 Days Left** New

TYPICAL SETTLEMENT	DEADLINE	PROOF REQUIRED?
Varies	8/30/24	Yes

If you bought certain tuna products in packages of 40 ounces or

### Orrick, Herrington & Sutcliffe LLP - Data Breach

**73 Days Left** New

TYPICAL SETTLEMENT	DEADLINE	PROOF REQUIRED?
Varies	10/28/24	N/A

If your personal information was accessed, compromised, or

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TOGETHER WE CAN FIGHT BACK

ClassAction.org



## ClassAction.org

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### Intro

We are committed to exposing corporate wrongdoing and giving people the tools they need to fight back

Page · News & media website

SEASON 4 LLC  
is responsible for this Page

staff@classaction.org

classaction.org

### Photos

See all photos



ClassAction.org  
3h

If you sold a home anywhere in the U.S. during the eligible date range that was listed on a multiple listing service (MLS) and paid a commission to any real estate brokerage in connection with the sale, you may be entitled to payment from proposed class action settlements.

Claim Deadline: May 9, 2025

### Real Estate Broker Commission Settlements

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Real Estate Broker Commission Settlement | ClassAction.org

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7 hours ago

Synthetic colors in Juvia's Place eyeshadows pose a known risk, lawsuit alleges.

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Log In

or

Create new account



CLASSACTION.ORG

CLAIM DEADLINE May 9, 2025

## Real Estate Broker Commission Settlements

If you sold a home anywhere in the U.S. during the eligible date range that was listed on a multiple listing service (MLS) and paid a commission to any real estate brokerage in connection with the sale, you *may* be entitled to payment from proposed class action settlements.

The eligible date range depends on which MLS the property was listed on.

Go to [www.RealEstateCommissionLitigation.com](http://www.RealEstateCommissionLitigation.com) to see the eligible date ranges and learn more.

### Real Estate Broker Commissions

Settlement Information

GIBSON ET AL. V. NATIONAL ASSOCIATION OF REALTORS ET AL.

Case No. 23-CV-788-SRB

TYPICAL SETTLEMENT	PROOF REQUIRED?
Varies	Yes
CLAIM DEADLINE	SETTLEMENT TOTAL
5/9/25	Varies

[File a Claim](#)

\* You will be taken to the claims administrator site designated by the court to handle this claim.

## Featured Settlements

### Apple - App Store, iTunes Gift Card Scams



76 Days Left

Featured

TYPICAL SETTLEMENT	DEADLINE	PROOF REQUIRED?
Varies	10/15/24	N/A

If you were tricked into buying an App Store or iTunes gift card and provided the redemption code to someone unknown to you at any point between January 2015 and July 2020, you may be covered by this settlement.

[Visit Official Settlement Website](#)

[Share](#)

### Kia Vehicle Theft



164 Days Left

Featured

TYPICAL SETTLEMENT	DEADLINE	PROOF REQUIRED?
Varies	1/11/25	Yes

If you bought or leased one of several Kia vehicles (listed on the settlement website) and it was not equipped with an engine immobilizer, you may be included in this settlement.

[Visit Official Settlement Website](#)

[Share](#)

### Real Estate Broker Commissions



282 Days Left

Featured

TYPICAL SETTLEMENT	DEADLINE	PROOF REQUIRED?
Varies	5/9/25	Yes

If you sold a home during the eligible date range, listed the home on a multiple listing service anywhere in the U.S., and paid a commission to any real estate brokerage in connection with the sale of the home, you may be covered by these proposed settlements.

[Learn More →](#)

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AUGUST 8, 2024

## How Safe Is Your Online Data?

We're still in what could be considered the age of data breaches, but unauthorized access by hackers isn't the only way your data can be mishandled. If you buy anything online, the companies you shop with may not be properly handling your information, all for the sake of targeted advertising. More on that below.

Speaking of advertising, attorneys have set their sights on Instagram influencers and the companies that pay them to market certain goods – specifically, for [potentially misleading users](#) by not disclosing that their posts are paid ads and making false claims about the products they are advertising.

We round out this issue with more [data privacy concerns](#) for those who play the Monopoly Go! mobile game, as well as the latest in class action settlements – including several covering individuals who sold a home that was listed on a multiple listing service anywhere in the U.S. during a certain date range and paid a commission to any real estate brokerage in connection with the home sale. Keep reading for the latest.

– Ty Armstrong, Writer/Community Manager

### Online Shoppers – Is Your Data Safe?



The latest data privacy concern for many online shoppers is that the sites they visit may be using tracking software from PayPal to collect data about users and share it with the online payment platform, even if the user doesn't use PayPal at all.

Specifically, the tool could potentially be used to track which products users view and purchase, matching that data with [personal information](#) from their accounts. On our online shopping hub page, you'll find several ongoing investigations – and the latest of them have to do with this PayPal tracking software.

Head to [this page](#) to learn more about how the software may affect those who shop on [Under Armour.com](#), [Soccer.com](#), [Fanatics.com](#) and more, and how shoppers may be able to take action.

### Real Estate Broker Commission Settlements: File a Claim



If you sold a home that was listed on a multiple listing service (MLS) anywhere in the U.S. during a certain date range and paid a commission to any real estate brokerage in connection with the home sale, you may be entitled to money from proposed class action settlements.

New settlements worth over \$110 million have been reached to settle claims that Compass, Real Brokerage, Realty ONE, @properties, Douglas Elliman, Redfin, Engel & Völkers, HomeSmart, and United Real Estate implemented anticompetitive and illegal rules that required home sellers to pay commissions to the buyer's agent or broker—essentially raising the total commissions sellers had to pay. The current value of all settlements with these and other defendants is over \$730 million.

Head over to [this page](#) for more details and a link to the official settlement site where you can check out the eligible date ranges and file your claim. Make sure to get yours in by the deadline, which is May 9, 2025.

#### IN OTHER NEWS

### Misleading Influencer Advertising on Instagram?

Attorneys working with ClassAction.org are looking into whether class action lawsuits can be filed against certain companies and influencers for [potentially misleading consumers](#) by promoting products on Instagram without following advertising disclosure regulations outlined by the Federal Trade Commission.

Specifically, the attorneys believe certain brands, including Fashion Nova, may be paying or otherwise compensating influencers, celebrities, models or other personalities to mention their products on Instagram without clearly indicating that they're being paid to do so.

They suspect that these undisclosed ads could violate certain laws that require social media influencers to disclose when they have a financial relationship with the brand they're promoting. It's also possible that consumers may have paid higher prices due to the potentially misleading advertising and that the influencers may be making false representations about the products themselves. Head to [this page](#) for the details.

### Is Monopoly Go! Handling Your Data Illegally?

While you're happily collecting rent in the Monopoly Go! mobile game, attorneys suspect the app may be [collecting your data](#) at the same time.

The attorneys have reason to believe that the mobile board game app may be using tracking software to secretly log players' in-game activities and transmit the data – along with certain personal information – to Facebook for advertising purposes. This suspected data-sharing practice may violate a federal privacy law known as the Video Privacy Protection Act.

So, if you downloaded Monopoly Go!, made an in-app purchase within the past two years and had a Facebook account at the time, you may be able to join others taking action.

[Learn more.](#)

#### DATA BREACHES

### New Data Breach Investigations

- [Advantage Orthopedic & Sports Medicine](#)
- [Calibrated Healthcare](#)
- [Coastal Plains Community MHMR Center](#)
- [Findlay Automotive Group](#)
- [LS Networks](#)
- [Peterson Holding Company](#)

### Got a data breach notice?

Don't throw it out – and check out our full list of ongoing investigations [here](#).

You may be able to help get a class action lawsuit started.

[View list of data breaches](#)

#### SETTLEMENTS

### New Settlements

#### Cash App – Data Breach

You may be included in this settlement if you are a current or former Cash App customer who was affected by a recent data breach.

#### Carvin Software – Data Breach

This settlement covers those whose personal information may have been compromised in the Carvin Software data breach between February 22, 2023 and March 9, 2023.

#### Toyota Camry HVAC – California

This settlement covers current and former 2012-2015 Toyota Camry XV50 owners and lessees in California.

### Settlements Ending Soon

• [Atlantic General – Data Breach](#)  
(August 22, 2024)

• [East Palestine Train Derailment](#)  
(August 22, 2024)

• [Bleacher Report – Data Breach](#)  
(August 23, 2024)

• [TransAm Trucking](#)  
(August 23, 2024)

• [Newcourse Communications – Data Breach](#)  
(August 24, 2024)

To view a complete list of settlements and to find out how you can file a claim, [click here](#).

#### FORWARD TO A FRIEND

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AUGUST 15, 2024

## Racial Discrimination and Unpaid Wages?

In this issue, we'll touch on allegations that Navy Federal Credit Union discriminates against Black, Latino and other minority mortgage applicants and how lawsuits could help. More on that below.

From there, we have an investigation into BBG Real Estate over how certain employees are paid, plus recently filed lawsuits concerned with product safety – one claiming that Tampax Pearl tampons contain dangerous levels of lead and another alleging that certain Hatch sound machines are unsafe to use due to defective power adapters.

Keep reading for the details on these cases, as well as the latest class action settlements you may be able to claim.

– Ty Armstrong, Writer/Community Manager

### Racial Discrimination for Navy Federal Loan Applicants?



Proposed class action lawsuits have been filed alleging that Navy Federal Credit Union's mortgage lending policies disproportionately discriminate against Black, Latino and other minority customers.

Attorneys working with ClassAction.org now want to speak to non-white mortgage applicants who feel they were discriminated against by the credit union. If successful, a class action lawsuit could force Navy Federal to change how it processes mortgage applications. It could also help Black, Latino and other minority applicants recover money they may have overpaid because of the credit union's suspected interest rate markups.

Learn more and share your story [here](#).

### Are BBG Real Estate Appraisers, Researchers Owed Unpaid Wages?



Have you worked as a real estate appraiser or researcher for BBG Real Estate? Attorneys working with ClassAction.org believe the company may have denied these employees proper overtime wages in violation of federal and state labor laws.

Specifically, they believe appraisers and researchers may have been illegally misclassified as "severely"—i.e., not entitled to overtime. The attorneys suspect that these positions may not qualify for any exemptions under the law and that workers could be owed unpaid time-and-a-half overtime wages for any hours they worked over 40 per week.

A lawsuit may be able to help, so learn more [here](#).

#### IN OTHER NEWS

### Lawsuit: Tampax Pearl Tampons Contain Dangerous Amounts of Lead

A proposed class action lawsuit is alleging that Procter & Gamble has failed to warn its customers that Tampax Pearl tampons contain dangerous amounts of lead.

The case contends that the undisclosed lead is "particularly detrimental" given how the products are used, potentially allowing for lead to be absorbed directly into the bloodstream. According to the filing, lead exposure can cause severe health conditions such as reduced neurological function, anemia, organ damage, seizures and even coma and death.

You can read up on the allegations [here](#).

### Lawsuit Filed After Power Adapter Recall for Hatch Sound Machine

A recently filed proposed class action claims that certain Hatch sound machines are unsafe to use due to a defective power adapter.

The affected parts were recalled last month, but the lawsuit contends that Hatch failed to notify consumers at the time of purchase or on product packaging that the sound machines posed a shock hazard and aims to provide compensation to purchasers.

Specifically, the lawsuit alleges that the rectangular plastic housing of the power adapters that come with the Hatch Baby 1st Generation Sound Machine can come off when the adapter is removed from a power outlet, which can leave the power prongs exposed.

You can learn more on [this page](#).

#### DATA BREACHES

### New Data Breach Investigations

- [Communication Federal Credit Union](#)
- [CSC ServiceWorks](#)
- [East Valley Institute of Technology](#)
- [Gramercy Surgery Center](#)
- [Kootenai Health](#)
- [MD Now Urgent Care](#)
- [Park Dental](#)
- [Special Health Resources of Texas](#)

### Got a data breach notice?

Don't throw it out – and check out our full list of ongoing investigations [here](#).

You may be able to help get a class action lawsuit started.

[View list of data breaches](#)

#### SETTLEMENTS

### New Settlements

**Real Estate Broker Commissions**  
If you sold a home during the eligible date range, listed the home on a multiple listing service anywhere in the U.S., and paid a commission to any real estate brokerage in connection with the sale of the home, you may be covered by these proposed settlements.

**IGK Dry Shampoo – Benzene**  
You may be included in this settlement if you bought IGK Dry Shampoo products marketed by Luxury Brand Partners, LLC prior to April 23, 2024.

**Clif Bars – Sugar Content**  
You may be covered by this settlement if you bought certain Clif Bar or Clif Kid ZBars Products between April 2014 and March 2023.

### Settlements Ending Soon

- [Atlantic General – Data Breach](#) (August 22, 2024)
- [East Palestine Train Derailment](#) (August 22, 2024)
- [Bleacher Report – Data Privacy](#) (August 23, 2024)
- [Newcourse Communications – Data Breach](#) (August 24, 2024)
- [CDM – Data Breach](#) (August 26, 2024)

To view a complete list of settlements and to find out how you can file a claim, [click here](#).

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## DATA BREACHES



### New Data Breach Investigations

- [Alabama Cardiovascular Group](#)
- [American Clinical Solutions](#)
- [AT&T](#)
- [Consilium Staffing](#)
- [Enroll Confidently](#)
- [Fraser Child and Family Center](#)
- [Patelco Credit Union](#)

### Got a data breach notice?

Don't throw it out – and check out our full list of ongoing investigations [here](#).

You may be able to help get a class action lawsuit started.

[View list of data breaches](#)

## SETTLEMENTS



### New Settlements

#### Real Estate Broker Commissions

If you sold a home during the eligible date range, listed the home on a multiple listing service anywhere in the U.S., and paid a commission to any real estate brokerage in connection with the sale of the home, you may be covered by these proposed settlements.

#### Dr. Dennis Gross Skincare Products

You may be included in this settlement if you bought Dr. Dennis Gross Skincare's C+Collagen products between March 10, 2016 and June 28, 2024.

### Settlements Ending Soon

- [Bleacher Report – Data Privacy](#)  
(August 23, 2024)
- [Newcourse Communications – Data Breach](#)  
(August 24, 2024)
- [CGM – Data Breach](#)  
(August 26, 2024)
- [Riverside Medical Clinic – Data Privacy](#)  
(August 26, 2024)

**ClassAction.org** 12.4K posts

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**ClassAction.org** @ClassAction\_org · Aug 17, 2015  
Our settlement page is constantly being updated. You could be owed money! [classaction.org/settlements](https://classaction.org/settlements)

31 30 55

**ClassAction.org** @ClassAction\_org · 5h  
If you sold a home anywhere in the U.S. during the eligible date range that was listed on a MLS and paid a commission to any real estate brokerage in connection with the sale, you may be entitled to payment from proposed class action settlements.

Claim Deadline: May 9, 2025

**Real Estate Broker Commission Settlements**

ClassAction.org

Real Estate Broker Commission Settlement | ClassAction.org

From classaction.org

72

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August 2, 2024

## Open Lawsuits and Settlements

[VIEW ALL OPEN LAWSUITS](#)

[VIEW ALL OPEN SETTLEMENTS](#)



**Lawsuit alleges customers who called John Hancock had voiceprints illegally extracted**



**Over \$730 million real estate broker commission class action settlements**

BILT 

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## Settlements

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**NP Thyroid false ad \$41.4M class action settlement**

**\$8.8M MCG Health data breach class action settlement**



LEGAL NEWS



## LinkedIn reaches \$6.6M settlement in 'fake clicks' class action

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### Cryptocurrency theft class action lawsuit investigation

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### Over \$730 million real estate broker commission class action settlements

Settlement	Deadline
Varies	05/09/2025

[SUBMIT A CLAIM](#) →

### Monsanto reaches \$160M settlement with Seattle over river pollution

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### CFPB report examines 'junk fees' added to school lunch payments

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## Over \$730 million real estate broker commission class action settlements



Top Class Actions | July 31, 2024

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(Photo Credit: Juice Flair/Shutterstock)

If you sold a home listed on a multiple listing service (MLS) between October 31, 2017, and July 23, 2024, and paid a real estate broker commission, you *may* be eligible to claim compensation from class action settlements totaling over \$730 million for allegedly inflated commission fees.

The most recent real estate commission settlements cover multiple real estate brokerage companies and eligible date ranges defined below under "Who's Eligible," including Compass, Real Brokerage, Realty ONE, At World Properties LLC, Douglas Elliman, Redfin, Engel & Völkers, HomeSmart, and United Real Estate.

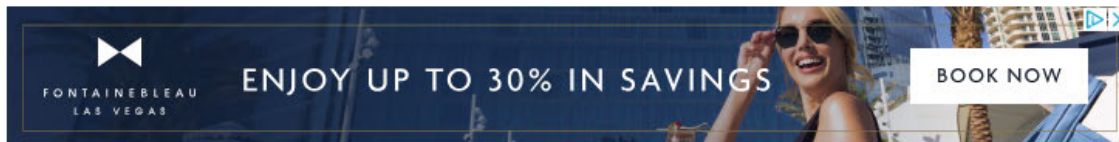
According to the class action lawsuits known as the "real estate commission litigation," multiple brokers and agents allegedly violated antitrust laws by conspiring together to artificially raise commission fees. Consumers argue that, due to the alleged anti-competitive agreement, they were forced to pay inflated commissions when selling their homes.

Country \*

United States

State \*

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The defendants named below have agreed to pay collectively over **\$110 million** into a settlement fund:

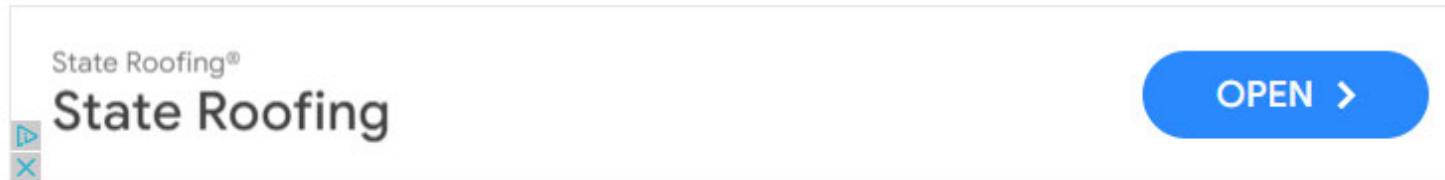
- Compass Inc. paid \$57.5 million
- Real Brokerage paid \$9.25 million
- Realty ONE paid \$5 million
- @Properties paid \$6.5 million
- Douglas Elliman paid \$7.75 million with up to \$10 million more in additional contingent payments
- Redfin paid \$9.25 million
- Engel & Völkers paid \$6.9 million
- HomeSmart paid \$4.7 million
- United Real Estate paid \$3.75 million

The current value of *all* proposed settlements with these and other defendants is over **\$730 million**.

Under the terms of the real estate commission settlements, class members can receive a proportional share of each settlement fund they are eligible for. Go to the settlement website, [RealEstateCommissionLitigation.com](https://RealEstateCommissionLitigation.com), to learn more.

The deadline for exclusion and objection is **Oct. 3, 2024**.

The final approval hearing for the settlement is scheduled for **Oct. 31, 2024**.



In order to receive a payment from the Real Estate Commission Settlements, class members must submit a valid claim form by **May 9, 2025**. However, individuals who previously submitted a claim form in this case with one of the other defendants in the litigation do not need to file an additional claim form to receive a payment.



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## Who's Eligible

Qualified claimants include individuals who:

- Sold a home during an eligible date range listed below,
- Listed a home that was sold on a multiple listing service (MLS) anywhere in the United States, and
- Paid a commission to a real estate brokerage in connection with the sale.

To learn more about the Eligible Date Ranges and to find out if you are eligible for a payment, you may visit the settlement website, [RealEstateCommissionLitigation.com](https://RealEstateCommissionLitigation.com).

## Potential Award

Varies

## Proof of Purchase

Closing documents reflecting the sale date and real estate broker commission fees paid.

## Claim Form

[CLICK HERE TO FILE A CLAIM »](#)

**NOTE:** If you do not qualify for this settlement do NOT file a claim.

Remember: you are submitting your claim *under penalty of perjury*. You are also harming other eligible Class Members by submitting a fraudulent claim. If you're unsure if you qualify, please read the FAQ section of the Settlement Administrator's website to ensure you meet all standards (Top Class Actions is not a Settlement Administrator). If you don't qualify for this settlement, check out our database of other [open class action settlements](#) you may be eligible for.

## Claim Form Deadline

05/09/2025

## Case Name

Gibson, et al. v. National Association of Realtors, et al., Case No. 23-CV-788-SRB

## Final Hearing

10/31/2024

## Settlement Website

[RealEstateCommissionLitigation.com](https://RealEstateCommissionLitigation.com)

## Claims Administrator

Real Estate Commission Litigation Settlements

c/o JND Legal Administration

PO Box 91479

Seattle, WA 98111

info@RealEstateCommissionLitigation.com

888-995-0207

## Class Counsel

KETCHMARK AND MCCREIGHT P C

WILLIAMS DIRKS DAMERON LLC

BOULWARE LAW LLC

HAGENS BERMAN SOBOL SHAPIRO LLP

COHEN MILSTEIN SELLERS & TOLL PLLC

SUSMAN GODFREY LLP

## **Defense Counsel**

CROWELL & MORING LLP

O'MELVENY & MYERS LLP

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

HONIGMAN LLP

KASOWITZ BENSON TORRES LLP

PAUL, WEISS, RIFKIND, WHARTON & GARRISON, LLP

PILLSBURY WINTHROP SHAW PITTMAN LLP

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### Over \$730 million real estate broker commission class action settlements

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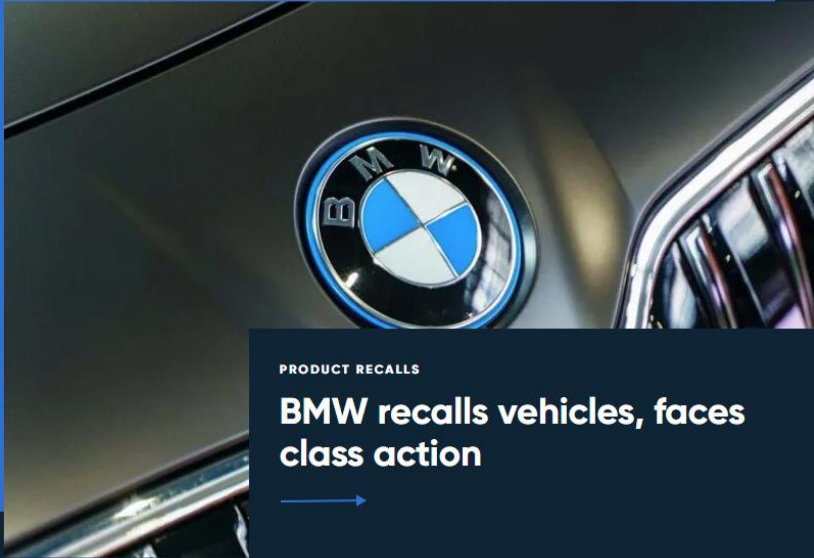


**VISA MASTERCARD**

### Visa Mastercard Settlement | Payment Card Interchange Fee Class Action

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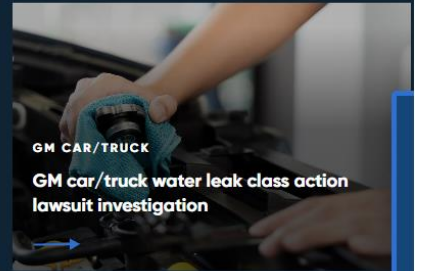
PRODUCT RECALLS

## BMW recalls vehicles, faces class action



OPEN CLASS ACTION SETTLEMENTS

Over \$730 million real estate broker commission class action settlements



GM CAR/TRUCK

GM car/truck water leak class action lawsuit investigation



UNCATEGORIZED



# **EXHIBIT K**

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446	Opinion: Between the lines: Understanding the nuances of the NAR settlement	HousingWire.com	08/30/2024
447	The More Things Change...	NewburyPortNews.com / The Daily News of Newbury Port	08/30/2024
448	Commission lawsuit plaintiff Sitzer launches flat fee real estate startup	Finance.Yahoo.com	08/30/2024
449	Settlement brings change between Realtors, homebuyers	messenger-inquirer.com / Owensboro Messenger and Inquirer	08/30/2024
450	NAR to appeal DOJ case to the Supreme Court	RealEstateNews.com	08/30/2024
451	NAR To Ask Supreme Court To Stop DOJ From Reopening Investigation	Bisnow.com	08/30/2024
452	What homebuyers should know about the NAR settlement	Yellowhammernews.com	08/30/2024
453	Verification, Marketing, Broker Products; NAR Settlement Opinion; Inflation Easing Helps to Keep Rates Stable	MortgageNewsDaily.com	08/30/2024
454	Sold your home recently? You may be eligible for settlement money from real estate commission lawsuits	Almanacnews.com	08/30/2024
455	Sold your home recently? You may be eligible for settlement money from real estate commission lawsuits	PaloAltoOnline.com	08/30/2024
456	Sold your home recently? You may be eligible for settlement money from real estate commission lawsuits	mv-voice.com / Mountain View Voice	08/30/2024
457	After winning a landmark case against real estate agents, this startup aims to replace them with a flat fee	Yahoo.com	08/30/2024
458	What the NAR settlement means for your next home purchase or sale	KSL.com	08/30/2024
459	This Startup Is Aiming to Replace Real Estate Agent Commissions With Flat Fees	wonderffulengineering.com	08/31/2024
460	Real Estate Industry Crisis Alert: Crucial Tips for Homeowners and Buyers	OpenPR.com	08/31/2024
461	The Carr Report: Breaking down the NAR Settlement... What buyers and sellers need to know	MichiganChronicle.com	08/31/2024

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462	Governor: Here's How States Can Make Housing Affordable   Opinion	MSN.com	08/31/2024
463	Guest opinion: What national real estate changes mean for homebuyers and sellers in Utah	HeraldExtra.com / Daily Herald	08/31/2024
464	New rules add transparency in some areas of property transactions, remove it in others	SentinelSource.com / The Keene Sentinel (Keene, NH)	08/31/2024
465	NWI Realtors say national settlement benefits buyers, hasn't impacted commission	ChicagoTribune.com	09/01/2024
466	NAR Appeals Circuit Court Decision, Takes DOJ Fight to Supreme Court	Pymnts.com (Competition Policy International)	09/01/2024
467	Can I say 'call for buyer's agent compensation' in private remarks?	Inman.com (Inman News)	09/02/2024
468	Texas' hot market for fans leads company to breeze into Fort Worth, open manufacturing plant	FortWorthreport.org	09/02/2024
469	Why the housing affordability crisis should be priority No. 1 this election season	Houstonagentmagazine.com	09/02/2024
470	Adapting To The NAR Settlement Agreement	Mondaq.com	09/03/2024
471	Media blitz helps real estate industry address major industry upheaval	prdaily.com (Ragan PR Daily)	09/03/2024
472	NAR says it will take fight with DOJ to Supreme Court	Chicagobusiness.com (Crain's Chicago Business)	09/03/2024
473	Will homebuyers come back this fall?	HousingWire.com	09/03/2024
474	Communication is key: how written agreements can serve and protect you in a home sale	UpperMichigansSource.com	09/03/2024
475	These new real estate rules will change the way you buy a house	KWTX.com	09/03/2024
476	Las Vegas Realtor Dropping Commissions To 0% Amid National Real Estate Trend	EINNews.com	09/03/2024
477	Homebuyer contract bill heads to governor's desk	Orange County Register	09/03/2024
478	Your Dream Home on Hold: Why Buyers Are Hitting Pause Amid Market Turmoil	mychesco.com	09/03/2024

## Sample Compilation of Full Articles

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1	HousingWire.com	07/25/2024
2	Time.com	08/05/2024
3	RealEstateNews.com	08/08/2024
4	The-sun.com (The U.S. Sun)	08/12/2024
5	Publicradiotulsa.com	08/14/2024
6	Finance.Yahoo.com	08/15/2024
7	NYTimes.com	08/16/2024
8	TheRealDeal.com	08/16/2024
9	CNN.com	08/19/2024
10	MSN.com / WIVB Buffalo	08/19/2024
11	USAToday.com	08/24/2024

7.25.24

# HOUSINGWIRE

<https://www.housingwire.com/articles/more-greetings-from-missouri-second-wave-of-commission-lawsuit-notices-hit-mailboxes/>

## 'More greetings from Missouri!' Second wave of commission lawsuit notices hit mailboxes

The notices inform class members of the settlements reached by several major U.S. brokerage firms

July 25, 2024, 10:23 am

Postcards, emails and press releases are hitting mailboxes, inboxes and wires as JND Legal Administration, the firm hired as the [commission lawsuit](#) settlement administrator, has started to notify class members of the second wave of [commission lawsuit settlements](#).

"If you sold a home and paid a commission to a real estate agent, you may be a part of class action Settlements — Proposed Settlements with all Defendants total over \$730 million," the press release states.

The notifications are informing class members of the settlements reached by [Compass](#), [The Real Brokerage](#), [Realty ONE](#), [@properties](#), [Douglas Elliman](#), [Redfin](#), [Engel & Völkers](#), [HomeSmart](#) and [United Real Estate](#) in the [Gibson suit](#).

According to the notification, settlement class members are eligible for payment if they sold a home that was listed on any MLS in the U.S. during the eligible date range and paid a commission to any real estate brokerage in connection with the sale of the home.

Recipients are encouraged to visit [www.RealEstateCommissionLitigation.com](http://www.RealEstateCommissionLitigation.com) to find out what the eligible date range is for the MLS they listed their property on.

In order to receive a payment, settlement class members must submit a claim form with evidence of their home sale and the commission paid by May 9, 2025. If class members wish to opt out, they must do so by Oct. 3, 2024.

By opting out, class members will have the option to sue Compass, The Real Brokerage, Realty ONE, @properties, Douglas Elliman, Redfin, Engel & Völkers, HomeSmart, United Real Estate and related entities related to commission prices if they wish. But class members cannot object to the settlement if they opt out.

A final approval hearing for these settlements is slated to take place on Oct. 31, 2024, exactly one year after a [Missouri jury](#) found real estate industry players liable for colluding to artificially inflate agent commissions in the [Sitzer/Burnett suit](#).

In mid-February, the [first wave of postcards](#), emails and press releases were sent to class members relating to [settlement agreements](#) reached between [Keller Williams](#), [RE/MAX](#), [Anywhere](#) and the [Sitzer/Burnett](#), [Moehrl](#) and [Nosalek](#) plaintiffs.

**Time.com – 8.5.24**

<https://time.com/7006951/nar-settlement-whats-changing/>

**Here's What's About to Change for People Buying and Selling Homes**

By [Alana Semuels](#)

August 5, 2024 7:00 AM EDT

It was huge news at the time: the National Association of Realtors (NAR) agreed in March to [pay \\$418 million](#) and make changes to how the home-buying process works in order to settle a class-action lawsuit that alleged the industry conspired to make agent commissions higher than they needed to be.

The provisions of the settlement go into effect on Aug. 17. For now, what consumers can expect is more paperwork, and potentially more confusion.

“This is a grand social experiment,” says Leo Pareja, the CEO of exp Realty, one of the biggest real-estate brokerages in the country. “None of us know what’s about to happen.”

**Buyers now have to sign a contract**

Here’s how the process used to work: a seller’s agent would list a home on an MLS, or multiple listing service, which is a database of properties for sale. Those listings would state that the seller of a home would pay a certain amount to compensate the buyer’s agent. This compensation was often about 3% of the sales price, which was also about what the seller’s agent would get from the seller. (The average amount ranges between jurisdictions and even from sale to sale; some agents were also paid flat fees.)

Technically, those fees were negotiable. But most homeowners either didn't know that or feel they could negotiate. In addition, home sellers allege, real-estate agents would sometimes "steer" buyers to specific homes based on the amount of compensation they could receive. As of Aug. 17, real-estate agents cannot list any sort of agent compensation when they put a house on multiple listing services, a change designed to eliminate steering.

In addition, both buyers and sellers are now required to sign a written agreement with their agent *before* the agent shows them a property or assists with a transaction. The buyer's side of this is more consequential—most sellers have signed these contracts in the past, but few buyers did. In the new buyers' contract, sometimes called an "exclusive representation agreement," the buyer agrees to work with the agent for a certain period of time. Most importantly, the buyer and agent also agree on how the agent will be compensated, whether through a flat fee, a specific share of the purchase price, or another method. Agents must also make clear in this contract that broker commissions are fully negotiable, a change that consumer advocates hope will drive commissions—and prices—down.

Many real-estate agents say the changes are positive, including Jennifer Stevenson, a real-estate agent in upstate New York and a regional vice president for the National Association of Realtors. "This makes the process better," she says. "Clients are going to understand exactly what is expected of me and what I am offering them as a service."

But others aren't so sure that the changes will be positive for consumers. Realtor associations across the country have been releasing drafts of contracts that are extremely lengthy and written in legal terms that are difficult to understand, says Tanya Monestier, a law professor at the University of Buffalo. The draft buyer agreement from the North Carolina Association of Realtors, for instance, is seven pages long.

Monestier analyzed the draft agreement by the California Association of Realtors (CAR) for the Consumer Federation of America, and [issued a report](#) criticizing the agreement for being opaque—so opaque, in fact, that Monestier says she had trouble getting through the document. "No seller will read this monster of a document—much less be able to understand it," she concluded.

Not all new buyer forms are so dense. Monestier says she reviewed a few forms that were clear; those from Exp Realty, for instance, are just two pages long and explicitly spell out buyer and seller responsibilities. Exp has made these forms available to any company that wants to use them, says Pareja, the CEO.

### **Compensation may be changing**

Before the NAR settlement, it was standard for the seller to pay for both the seller and the buyer's agents. That may not be the case going forward.

In tight housing markets, sellers could refuse to pay for the buyer's agent because they have so much interest in their home. Instead, agent's fees may become a bigger part of the negotiation when people are buying homes. If a buyer really wants a house, for instance, they could offer to pay the seller's agent fees, and include that provision in their offer letter. Conversely, if a seller in a slow market is desperate to unload their home, they could offer to pay the buyer's agent fees—though the agent could not disclose that on the listing.

Monestier says she also expects there will be more buyers who choose not to have an agent at all, because they don't want to be on the hook for the agent's fee. That could lead to less potential work for many of the real-estate agents out there.

Most of all, the settlement could lower compensation for both buyer's and seller's agents. Academic papers have predicted that fees [could decline by 30-50%](#) as a result, which would end up lowering home prices as well.

Of course, it's possible that old habits are hard to break, and that not much will change at all. Sellers are accustomed to paying for buyers' broker fees, and they may continue to do so. Even if everyone involved knows they can negotiate.



## RealEstateNews.com – 8.8.24

<https://www.realestatenews.com/2024/08/08/9-important-agent-takeaways-from-the-nar-lawsuit-settlement>

### 9 important agent takeaways from the NAR lawsuit settlement

Understand what agents need to know about practice changes so they can thrive in the post-settlement environment.

August 8, 2024

Once the National Association of Realtors agreed to settle the Sitzer/Burnett lawsuit in March, there was a lot of speculation about how it would disrupt real estate over the long term. But some of the information around agent-specific changes left room for interpretation.

That's why we sorted through all [108 pages](#) of the agreement and all [57 pages](#) of NAR's policy change summary. To help you navigate these important changes, here are nine key points to know about how the settlement will impact most agents. We hope that adding some extra clarity around these changes will help you thrive in this new environment.

#### 1. NAR policy changes start in August

While the settlement was announced in March, the proposed changes don't take effect immediately. The Court has since granted preliminary approval of the settlement, and NAR announced its MLS policy changes, unless otherwise noted, will go into effect August 17, 2024.

#### 2. The MLS can no longer display commission offers

The settlement agreement includes a few key changes to NAR-affiliated MLS policies:

NAR will eliminate any requirement for listing agents to offer compensation to buyer agents or other buyer representatives (although it is still permitted)

Listing agents and sellers will be prohibited from including offers of compensation to buyer agents on the MLS. In fact, MLSs must remove fields related to compensation info

Offering or accepting offers of compensation to buyer brokers can no longer be a requirement for MLS membership and participation

So agents won't be able to see or communicate commissions offers on the MLS. However, [as NAR explained](#) in March, buyer agent compensation offers can be "an option consumers could pursue off-MLS."

#### 3. MLSs can't create or support other sites to get around these policy changes

This rule bars most MLSs from using any "non-MLS mechanism" like an aggregator's website to relay compensation offers. Additionally, MLSs can't provide a data feed to a platform that provides offers of compensation from multiple brokers.

#### 4. Buyers have to sign a written agreement before touring with you

If you're working with a buyer, you must enter into a written agreement with them before touring any home.

Buyers don't need an exclusive agreement before meeting you or shopping around, but it's important for them to go into a tour understanding what role you'll play and what services you'll provide. A non-exclusive written agreement also gives you an opportunity to educate clients about your value and continue the conversation in person. At the time

when an additional agreement is signed, the buyer and the agent should be aligned on all terms and expectations, including compensation, with no surprises.

[Read about Zillow's Touring Agreement](#)

#### **5. Your compensation has to be clearly defined**

The NAR settlement requires that you disclose your compensation in a written buyer's agreement. The disclosure can't be open-ended — meaning you can't use vague language such as "whatever amount the seller is offering to the buyer." The agreement also needs to state that you will not receive compensation from any source that exceeds the amount or rate provided in the agreement.

#### **6. You have to communicate that commissions are negotiable**

Commissions were already negotiable prior to the lawsuit, but agents will now be required to inform clients that their compensation is fully negotiable and not set by law. These details must be added to any written agreements in language that's easy to understand so buyers and sellers are aware.

#### **7. You can't filter listings based on buyer agent commissions**

Agents aren't allowed to filter out or restrict listings shared with their clients based on the compensation offered. You also can't restrict listings based on the name of a brokerage or agent, which will help ensure agents known for accepting commissions under a certain threshold receive equal consideration. The settlement mentioned this as a practice change, but NAR already adopted the rule in 2021.

#### **8. NAR is required to develop new educational content**

The settlement stipulates that NAR has to create new materials that help shed light on the practice changes. They also have to eliminate any previous materials that don't align with the new standards. Make sure you keep up to date on the latest [facts and guidance](#) so you can stay compliant and help inform clients what's new.

#### **9. Consumer awareness about commissions may have changed**

Despite the sensationalized headlines and predictions you might have seen since March, the settlement agreement doesn't change much, policy-wise. For example, commissions were always negotiable, and NAR already had a rule preventing agents from filtering MLS listings based on compensation offers. Come August, the biggest change may ultimately be public perception now that more people are aware they have the ability to negotiate.

Whatever the impact, [Zillow believes](#) that all clients deserve a dedicated agent who provides them value throughout the homebuying process. We also believe you should be fairly compensated for the value you bring. To help agents grow their business, Zillow will continue to innovate on your behalf and support you through any industry changes.

## The-sun.com (The U.S. Sun) – 8.12.24

<https://www.the-sun.com/money/12179788/americans-sold-homes-real-estate-millions-settlement/>



**Americans who sold homes can claim one-time payment from \$730 million pot – 2 documents you need to qualify for cash**

Eligible claimants will receive a proportion of each fund they qualify for.

[Kathleen Livingstone](#), Freelance Reporter

**ANYONE** who has sold a home in the last seven years in the US with the help of a real estate broker may be eligible for a slice of a \$730 million settlement.

Requesting a payout is as easy as meeting the basic qualifications and submitting just one simple claim form.

Americans who sold a home in the last seven years and paid a broker fee may be eligible for a slice of a \$730 million settlement against MLSsCredit: Getty

Arbitrators settled the class action [lawsuit](#) against American Multiple Listing Service providers just last month, costing major players in the industry tens of millions of dollars.

An MLS is a group of [real estate](#) agents that shares information on available properties to facilitate sales and raise commissions.

The businesses were accused of creating a monopoly on the real estate market that allowed them to artificially inflate commission fees — against antitrust laws, according to the [class-action lawsuit](#).

Well-known MLSs in the lawsuit include Compass Inc., Real Brokerage, and Realty ONE, along with dozens of others not named publicly.

Americans who sold a [home](#) with the help of listing their property on any American MLS between October 31, 2017, and July 23, 2024, may be eligible for a settlement payout.

Sellers must be able to prove that they owned and sold a property during that time and that they paid a real estate broker commission fee as part of the process.

The amount of payout that each claimant is eligible for will be a proportionate share of each of the settlement funds involved in the lawsuit.

### **THE FINE PRINT**

Sellers who believe they are owed cash must submit a [claim form](#) with the required evidence to participating lawyers before May 9, 2025, to qualify.

Claimants who submitted grievances against any of the defendants in the past do not need to file additional paperwork to be part of the settlement group.

At World Properties LLC

Douglas Elliman

Redfin

Engel & Völkers

HomeSmart

United Real Estate

The aforementioned companies are responsible for about \$110 million of the settlement, which totals over \$730 million when all liable MLSs are accounted for.

Any claimant who qualifies but wishes to opt out of the settlement to follow other legal pursuits must submit their exclusion request by October 3, 2024.

The final hearing for the settlement is scheduled for October 31, 2024.

### **A SIMPLE SETTLEMENT CLAIM**

#### **What's a class-action settlement?**

**Class action lawsuits offer groups of people, or 'classes,' a way to band together in court.**

These suits are often brought by one or a few people who allege a company or other entity has wronged a large group of people.

When a suit becomes a class action, it extends to all "class members," or people who may have similar complaints to those who filed the suit.

Companies often settle class actions - offering payment to class members who typically waive their right to pursue further legal action by accepting money.

These payout agreements frequently include statements by the defendant denying wrongdoing. Companies tend to settle class actions to avoid the costs of further litigation.

Pollution, discrimination, or false advertising are a few examples of what can land a class action on a company's doorstep.

The number of claimants expected in this lawsuit is unknown, but likely to be high due to the broad eligibility group.

Anyone who can prove that they meet the following three qualifications might qualify for a slice of the multimillion-dollar settlement:

Sold a home between October 31, 2017, and July 23, 2024

Listed that home on an MLS anywhere in the United States

Paid a commission to a real estate brokerage firm for the sale

Evidence to back up the claim is as easy as providing the closing documents for the home sale, reflecting the sale date

and amount of brokerage fees paid.

More information about the lawsuit and settlement claims can be directed to the [Real Estate Commission Litigation](#) website set up for the case.

Prosecutors have yet to reveal an expected date that eligible claimants can expect delivery of their payouts.

## Publicradiotulsa.com – 8.14.24

<https://www.publicradiotulsa.org/local-regional/2024-08-14/if-youre-buying-or-selling-a-home-in-oklahoma-heres-what-to-know-about-commission-changes>

**If you're buying or selling a home in Oklahoma, here's what to know about commission changes**

**Public Radio Tulsa | By [Elizabeth Caldwell](#)**

Published August 14, 2024 at 4:50 PM CDT

Changes are coming to the buying and selling of real estate in Oklahoma and beyond.

In March, the National Association of Realtors settled a class-action lawsuit in federal court. The association and various brokerages agreed to pay more than \$730 million to claimants, according to JND Legal Administration, the firm overseeing the settlement.

Legal fees will take up some cash, but the rest is going to people who sold homes and paid what's now been deemed inflated commissions. Payments to agents must now be spelled out in writing.

Bryan Hutchinson, CEO of Oklahoma REALTORS, says that's great.

"It is paramount. It is good for the transaction and good for the industry. And it's good for both of those because it's good for the consumer."

Going forward, there will be some extra paperwork for people buying a home. Traditionally, sellers paid both agents involved in the transaction. Now, buyers will negotiate with their agents beforehand.

If you sold a home recently and want to know if you're eligible for a claim in the class-action suit, [click here](#).



## Finance.Yahoo.com – 8.15.24

<https://finance.yahoo.com/news/rule-shifts-way-homes-bought-120043302.html>

### New Rule Shifts The Way Homes Are Bought, Why August 17 Changes Everything For Homebuyers

Deidre Woollard

Thu, Aug 15, 2024, 5:00 AM PDT 4 min read

How people buy homes may change forever this month after a new rule goes into effect. In March, the National Association of Realtors (NAR) settled a [landmark deal](#) with home sellers, paying \$418 million in damages to resolve antitrust lawsuits regarding real estate commissions. The new rules that came out of that settlement will take effect on August 17. The suits centered on whether or not the existing practice of requiring the home seller to pay a commission that is split between the buyer and seller violated antitrust regulations.

Traditionally, real estate commissions have hovered around 6%. Under the new rules, displays of buyer's agents' compensation cannot be included as part of listings in the multiple listing services that Realtors use to distribute listings. This rule is designed to prevent brokers from only showing properties with higher commission rates. "As the August 17 practice change implementation date approaches, I am confident in our members' abilities to prepare for and embrace this evolution of our industry and help to guide consumers in the new landscape," said Kevin Sears, President of NAR, in a post reminding Realtors of the upcoming changes.

Another rule requires buyers' agents to create written agreements with the buyers. Zillow (NASDAQ:[Z](#)) (NASDAQ:[ZG](#)) signed a special touring agreement. Zillow was not part of the NAR settlement agreement. The touring document, which expires in seven days, is a preliminary step in creating a relationship between a buyer and an agent. One of Zillow's core lines of business is delivering leads for agents after potential buyers click on a listing.

While Zillow stock dropped after news of the settlement was announced, on the most recent earnings call, Chief Financial Officer Jeremy Hofmann said the situation may be a positive for the company. "We believe we and our Premier Agent partners will benefit from these changes," he said. "Our partners are top producers who provide excellent service, and we offer the best technology. While commission rates have stayed within a tight band, we expect our partners to continue delivering value and gaining market share."

Some agents who were not part of the NAR have joined as realtors to ensure they are covered under the terms of the suit. Real Estate News reported that some agents are joining as an extra level of protection even if they are covered under their brokerage agreement. The NAR website states that most NAR members who join before the August 17 deadline will be covered.

#### Will Chaos Ensure?

No one knows what may happen as the real estate industry adjusts to these changes. Leo Pareja, CEO of eXp Realty (NASDAQ:[EXPI](#)), called the situation a grand social experiment and said, "I fully expect a lot of confusion."

Another national brokerage, Redfin (NASDAQ:[RDFN](#)), is also preparing for the changes and believes there may be a shift in commission rates. "Our belief is that there will be some pressure on commissions. It's very early to make that call," said Redfin CEO Glenn Kelman when speaking to analysts after Redfin's earnings. Redfin has already launched a program called Sign & Save, which offers homebuyers a reduced commission if they sign with Redfin.

Since the settlement was announced, opinions have been mixed on its impact on the industry. One Realtor in North Carolina put it bluntly earlier this year, saying it could be a good thing or "[the worst thing ever.](#)" While the added transparency may increase a sense of trust between Realtors and clients, some say that it will instead lead to a decrease in service. In an opinion piece in USA Today, real estate agent Emily Ross said that the new rules may put the onus on the buyer to do more because the buyer's agent will have to do more with less. How that scenario shakes out across thousands of real estate deals nationwide remains to be seen.

## NYTimes.com – 8.16.24

<https://www.nytimes.com/2024/08/16/realestate/home-buyers-sellers-rules.html>

### Buying or Selling a Home? The Rules Are Changing.

On Aug. 17, real estate agents across the country must begin following new practices on how commissions are paid. It will change the way buyers and sellers approach real estate transactions.

By [Debra Kamin](#)

Aug. 16, 2024, 5:01 a.m. ET

Sweeping changes to the real estate industry are going into effect this week, five months after the National Association of Realtors agreed to [a landmark settlement](#) over the way agents are paid commissions.

On Aug. 17, real estate agents across the country must begin following new practices that will require buyers to sign a form before an agent can show them a home, and may radically lower the commission they ask sellers to pay during a home sale.

For years, the standard commission has been 5 to 6 percent, shouldered by home sellers and then split between real estate agents for the seller and the buyer. That fee, while technically negotiable, was at the heart of a lawsuit brought against N.A.R. by a group of [home sellers in Missouri](#), who said the fee was inflated. The home sellers argued that N.A.R., and brokerages who required their agents to be members of N.A.R., had violated antitrust laws by mandating that the seller's agent make an offer of payment to the buyer's agent, and setting rules that led to an industrywide standard commission.

Those rules are gone.

Agents will no longer be allowed to make offers of commissions on the online databases used to buy and sell homes, called Multiple Listing Services, severing access to the backdoor channel agents have long used to communicate payments. So what do the changes mean for you? Here's what to expect.

### What do I need to know if I'm buying a home?

Home buyers will now need to sign a written agreement with an agent before they tour a home. These agreements, meant to stipulate exactly how much a buyer is expected to pay to their agent, are required by the settlement, and are not entirely new — 18 states already required them before N.A.R. lost in court.

But now the forms are everywhere, with little uniformity to the fine print.

"Everyone is calling their forms different things. There's no industry continuity yet. We'll get there, but right now it's going to be rough and tumble as this rolls out," said Ryan Tucholski, the chief executive of the West Volusia Association of Realtors, a local association in Central Florida.

He said he has been fielding a steady stream of questions from the Realtors in his association, many of whom will be in the middle of transactions when the rule changes take effect. "It's like changing the oil of the car while it's running," he said.

Many agents say they plan to ask buyers to now cover a commission of 2.5 or 3 percent to make up for the portion that was previously covered by the seller. Steve Brobeck, a senior fellow at the Consumer Federation of America, an advocacy group, said he is advising buyers to consider offering a flat fee, or paying their agent by the hour, instead.

"The broker's fee should be clearly stated, always as a dollar figure or as an hourly rate," he advised in a report. "The dollar value of today's percentage commissions is often underestimated by buyers. Moreover, buyer agents should not

have a financial incentive to be paid more the higher the sale price.”

Those straightforward conversations, he said, will eventually drive commissions down, even if headwinds drag out the process. Laura Ellis, a broker in Chicago who serves as chief strategy officer and president of residential sales at the brokerage Baird and Warner, agrees.

“Agents are going to have more direct conversations with buyers about how they’re going to be compensated. For 100 years or so many agents were able to tell buyers, ‘Don’t worry, I’m free, we’ll go have a lovely sunny afternoon of looking at houses and go from there.’ And that whole conversation is different now,” she said.

### **What do I need to know if I’m selling a home?**

Home sellers are now due for some immediate relief.

Because the settlement eliminates rules that require sellers’ agents to make an offer of commission to buyers’ agents, most sellers’ agents are expected to ask their clients to pay only for one side of the commission pie — a number that averages 2.5 to 3 percent now, and may be pushed downward by competitive pressure as the settlement changes continue to roll out.

Richard Hopen, a former broker who has worked with Compass and Redfin and now runs a business focused on educating home buyers, said that come Aug. 17, sellers should be informed about the changes, and make sure they understand what they’re being asked to pay.

“Sellers and agents should talk openly about reducing or even eliminating the buyer agent fee and how that could impact the seller,” he said.

### **How does the settlement apply to people who just sold their home?**

The March 15 settlement was a nationwide class-action settlement that applies to nearly every American homeowner who sold a property in the last five years.

N.A.R. settled for \$418 million, but the settlement also ensnared more than 20 brokerages that have also all settled for millions. The total damages are now more than \$1 billion.

Payouts for individual home sellers are not expected to be significant, but the total amount that an average American is entitled to will depend on how many people submit claims between now and May 9, 2025. Eligibility varies depending on the state you live in, the brokerage your real estate agent worked with, and the date your home listing was entered into a multiple listing service.

You can find out if you’re eligible for a payment [here](#).

## TheRealDeal.com – 8.16.24

<https://therealdeal.com/texas/dallas/2024/08/16/nar-policy-changes-could-weed-out-agents-in-texas/>

### NAR changes could weed out less devoted real estate agents

Agents will have to sell not just homes but also their value to clients

Aug 16, 2024, 3:30 PM

By [Judah Duke](#)

For all the profound changes to the National Association of Realtors' policy set to take effect Saturday, Texas brokerages think they're beyond ready.

"Commissions have always been negotiated, and they still will be. Some people are concerned; some people aren't. I think if you do business the right way, it equals out anyways," said Alex Perry, an agent at Allie Beth Allman and Associates, one of the [top brokerages in Dallas](#).

The changes mean a little more work for brokers on the front end, as they'll be required to negotiate commissions and put them in writing before showing homes. That could be just enough of a hassle to weed out agents who picked up their licenses during high times, and the state's active agent count is expected to drop.

In Dallas, the pool of active agents spiked in early 2021, only to [drop](#) by over 30 percent the following year, from 5,470 active agents to 3,240 by the fourth quarter of 2022, demonstrating how fickle agent counts can be in choppy waters.

"Buyer agents are going to have a rough road, because they're the ones that most of these new requirements are hitting," said Ben Caballero, CEO of HomesUSA.com and the top-ranked broker for real estate sales transactions in the country. "Before, [buyers] could talk to an agent and go see a home without a lot of razzle dazzle, but now agents are being taught to sit them down and explain their value and tell them why they need them."

Last October, home sellers won a class-action suit against the NAR, and the judge ruled that the way buyers agents' commissions were displayed on multiple listing services artificially inflated agent compensation and prevented sellers from negotiating fees paid to buyer representatives. As part of the NAR's \$418 million settlement agreement, no MLS can display expected commissions and each buyer's agent must have a written buyer representation agreement on compensation before showing homes.

Brokers will have to sell not just houses but also their value to clients.

However, that won't actually solve the problem of transparency for homebuyers, some industry insiders say. Any agent prone to steering buyers to listings that maximize their payout could essentially do the same over the phone, before penning the buyer purchase agreement. And there is likely to be a scofflaw element, Caballero said.

"A lot of these rules, while they are well intended, I imagine they aren't going to be enforceable. It's going to be to some degree like it was back in prohibition days, when we had these laws, but a lot of people were going to ignore them, and as a result, a lot of people are going to be in violation," he said.

But that steering idea — central to the Sitzer/Burnett case — is not as big of a problem in the internet era, some agents say. Buyers are more emboldened than ever, owing to online platforms that provide buyers with easy access to listings, making them more resistant to any strong-arming agent imposing narrow options.

## CNN.com – 8.19.24

<https://www.realestatenews.com/2024/08/08/9-important-agent-takeaways-from-the-nar-lawsuit-settlement>

### Big changes to how you buy and sell a home go into effect today: What you need to know

By [Samantha Delouya](#),

Mon August 19, 2024

On Saturday, [a new set of rules](#) governing how most real estate professionals do business in the US officially take effect — and the changes could potentially upend how Americans buy and sell homes.

The rules were agreed to by the National Association of Realtors, the powerful trade association that counts 1.5 million members, as part of a \$418 million settlement into antitrust claims. The rules are designed to transform the way Realtors get paid and who pays them. It's the largest change to the organization's rules in at least a generation.

In a statement, Kevin Sears, NAR's president, said that the changes "help to further empower consumers with clarity and choice when buying and selling a home."

"I am confident in our members' abilities to prepare for and embrace this evolution of our industry and help to guide consumers in the new landscape," he said.

Here's what you need to know:

#### Two key changes

Historically, buyers were not expected to pay their real estate broker directly. That's because Realtor commission fees — to both the buyers' agent and the sellers' agent — were paid by a home seller.

Commissions usually total [5% or 6% of a home's selling price](#), so for a \$450K home, roughly the average price of a home in the US, a seller would be responsible for \$27,000 in fees. Many experts have said these commissions have been [baked into a home's listing price](#), inflating home prices.

But beginning this week, seller's agents will no longer be allowed to advertise commission fees to buyers' agents on multiple listing services that Realtors use to list and find homes for sale and to facilitate transactions.

That means that a buyer's agent can no longer use the database to search for houses based on how much they'll get paid, a practice called "steering," which led some agents to skip over showing homes that fit their client's criteria solely because a seller was offering below-market commission rates, critics allege.

"By not having commission on the MLS anymore, it makes it harder to steer, because you can't just do a search for 3% commissions," said Tanya Monestier, a professor of law at the University at Buffalo School of Law. "You can still call everyone up and figure out what the lay of the land is, but this just makes it much harder."

Prospective buyers attend an open house at a home for sale in Larchmont, New York, US, on Sunday, Jan. 22, 2023. Beginning on August 17, those interested in touring a house with a Realtor must first sign a buyer representation agreement.

The second change affects the relationship between prospective home buyers and their real estate agents. Buyers must now sign a legally binding representation agreement with their agent before they can begin touring homes together.

These agreements are designed to inform home buyers how their agent gets paid, and if sellers do not agree to pay the agent's commission, the buyer may be [on the hook for that payment](#). They're also designed to inform buyers that this commission is fully negotiable.

"The idea is if buyers are aware that they can negotiate commissions and that if they, in fact, do pay them, not the seller, it might create a more competitive market and possibly a menu of services in the future that would be more comparable to other developed countries," said Norm Miller, professor emeritus of real estate at the University of San Diego.

A key element to these agreements is that a buyer's agent cannot receive more compensation than what the buyer initially signed onto, even if a seller is willing to offer more.

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On its [website](#), NAR said that these two changes have "eliminated any theoretical steering, because a broker will not make more compensation by steering a buyer to a particular listing because it has a 'higher' offer of compensation."

The final approval hearing is scheduled for November 26, but a judge [granted preliminary approval](#) of NAR's settlement in April.

### **Buyer beware**

Some brokerages have realized that buyers [may get nervous](#) about signing anything that commits them to a legally binding relationship with an agent before they begin touring homes. So, they created shorter-term contracts that cover a week or maybe even an hour for buyers to get comfortable with an agent before committing.

But, Monestier cautioned that buyers should be careful about signing any kind of legally binding contract without giving it a thorough read.

"You're going to see all sorts of different versions of these agreements that are going to vary, state-by-state, brokerage-to-brokerage. There may end up being thousands of them out there," she said. "It concerns me that buyers and sellers may sign something blindly and then be surprised when things are not as they think."

Leo Pareja, the CEO of eXp Realty, one of America's largest brokerages, told CNN that he drafted his company's buyers' agreements with simplicity in mind to head off potential confusion.

"It is designed to be something that a consumer could read in the driveway of a house without feeling put in an uncomfortable situation," Pareja said. "You don't need a law degree to read it."

Pareja decided to make his contracts widely available so that they could be used by other firms, as well.

"We just want consumers and agents to have the least amount of friction going forward, because that's the last thing we need right now," he said.

### **How this may affect home affordability**

Some real estate professionals have warned that the new rules could have a chilling effect on the home-buying market since more buyers may now be expected to come up with cash to pay their own agents.

But Monestier said that she believed in the long-term, the changes would help consumers.

A realtor walks through the dining room during an open house at a home in Seattle, Washington, US, on Tuesday, March 26, 2024. The National Association of Realtors agreed to settle litigation over commission rules for US real estate agents, clearing the way for possible changes in how Americans buy and sell homes.

"I would say the better thing for home buyers and sellers is if commission rates were to go down over time," she said.

It remains unclear whether the cost of buying and selling homes in the US will immediately become cheaper for most people, though.

"I suspect somebody out there will eventually say, 'let's compete on price.' If it's a big firm, that could cause a revolution," the University of San Diego's Miller said. "But when would that happen? I don't know."

In the short-term, Miller believes mortgage rates will have a larger impact on home affordability than any particular rule change.

The rate for an average 30-year fixed mortgage [recently hit 6.49%](#), still elevated compared to recent history but near the lowest levels in more than a year.

"That has a whole lot more effect on affordability than anything we're talking about here," said Miller. "If mortgage rates come down further, rule changes will just be noise in the equation, compared to that."



## MSN.com / WIVB Buffalo – 8.19.24

<https://www.msn.com/en-us/money/realestate/new-real-estate-rules-come-into-effect-after-418m-settlement/ar-AA1p1wcu?ocid=BingNewsVerp>

### New real estate rules come into effect after \$418M settlement

Story by Sarah Minkewicz

New real estate rules come into effect after \$418M settlement

BUFFALO, N.Y. (WIVB) — Looking to buy the perfect home can be stressful, but the process might soon become simpler.

As part of the \$418 million settlement, several new real estate commission rules went into effect this weekend. One change is that buyers will have to sign an agreement with their real estate agent before

“This is going to be brand new for buyers to interview realtors, discover what their value is, how much the fee is going to be at the time of closing before they go shopping,” said Vienna Laurendi, 2024 President of the Buffalo and Niagara Association of Realtors. “It’s actually going to be a little uncomfortable at first for both buyers and realtors, because we haven’t been used to doing that, but I think we’re going to get through this pretty quickly.”

Laurendi told WIVB News 4 that she’s relieved with the changes and believes it will benefit home sellers, buyers and their agents.

“There’s no loose ends, there’s no question in the back of their mind of what else will I be responsible for at the time of closing,” she said. “Eventually once we get accustomed to this new standard of practice, it’s going to be easier for people.”

Before Saturday, a seller would be responsible for paying both the listing agent and buyer’s agent. A new change allows the seller to decide on how much they want to pay a buyer’s broker. Laurendi says it will require more communication between all parties.

### New real estate rules changing the way homes are sold

“The buyer now has to understand in writing that the agent that they choose to work with is going to be compensated on the day of closing, how much they’re going to be compensated and how they’re going to be compensated,” Laurendi said. “Whether the buyer’s gonna be responsible for paying them or if the seller is going to agree to compensate them at closing.”

Laurendi says the changes will help build trust and transparency during what can sometimes be a stressful process.

“There’s no more secrets. There are no more misunderstandings,” she said. “There is full disclosure and full communication as to how real estate works mechanically and empowering the consumer and representing the consumer is really what our ultimate job is, protecting them.”

**USAToday.com – 8.24.24**

<https://www.usatoday.com/story/money/personalfinance/real-estate/2024/08/24/new-real-estate-could-impact-black-buyers/74902118007/>

**Residential real estate was confronting a racist past. Then came the commission lawsuits**

[Andrea Riquier](#)

USA TODAY

Late in 2020, the National Association of Realtors issued an unusual statement – an apology.

“NAR initially opposed passage of the Fair Housing Act in 1968, and at one time allowed the exclusion of members based on race or sex,” said the Washington-based group, which boasts over 1.5 million member real estate agents. “This discrimination was part of a systematic policy of residential racial segregation, led by the federal government and supported by America’s banking system and real estate industry, and driven by [practices like redlining](#).”

Speaking onstage at a public event, Charlie Oppler, [the group’s then-president](#), added, “Because of our past mistakes, the real estate industry has a special role to play in the fight for fair housing.”

But just a few years later, the fight for equitable homeownership may have taken a step back. By [decoupling the commission paid to buyer brokers from seller proceeds](#), the landmark class-action lawsuits brought against NAR and other large national brokerages on behalf of consumers have unintended consequences, advocates say.

The concern: Black buyers, who often come to the house hunt with the deck stacked against them, will be further disadvantaged by having to pay more money out of pocket for an agent to represent them – or will choose to go without representation in a transaction that’s expensive, confusing and laden with unfamiliar pain points.

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“With the ability to purchase a home, a lot of times the barrier is the down payment and the closing costs,” said Amber Lewis, who owns New Era Real Estate Group in Cleveland. “With the new rules, asking our buyers to bring additional funds to the table to pay that commission becomes another barrier.”

**What are the barriers to homeownership?**

One of the biggest challenges for Black and other minority buyers is that many are not just first-time buyers, but the first among their generation in their families to purchase property. [Just 45.3% of Black Americans are homeowners](#), compared to 74.4% for whites, Census data shows. Thanks in large part to higher rates of homeownership, [white Americans have \\$1.4 million in household wealth](#), on average, nearly six times that of Black families, at \$227,554, according to the Federal Reserve’s Survey of Consumer Finances.

“These communities, because they’ve been knocked out of homeownership opportunities in an unfair, unjust, and discriminatory fashion, don’t have a parent who has wealth built up in home equity,” said Lisa Rice, president of the National Fair Housing Alliance. “They can’t go to the ‘Bank of Mom and Dad’ to get money to pay the buyer’s agent. Because they are low-wealth, although not necessarily low-income, they also disproportionately have [student loan debt](#).”

Many Black buyers also lack the informal wisdom that comes from shared experience, said Dr. Courtney Johnson Rose, president of the National Association of Real Estate Brokers, an organization of Black real estate professionals. In the biggest financial transaction most people make in a lifetime, having a support system to guide decisions on everything from [mortgage rates](#) to sump pumps is critical.

“This is a classic example of people who had a ladder built for them, climbed up the ladder, and now they’re pulling it

up behind them,” Rice said.

### **Adapting to change after new real estate rules take effect**

The changes that went into effect Aug. 17 are ruffling some feathers around the country, with many housing market observers most concerned about the impact on homebuyers.

“Did our jobs just get a little harder? Yes, absolutely,” said Sabrina Brown, founder of Pink Key Real Estate, a brokerage in Fresno, California. “Did it make it more difficult for Black and brown communities? Yes, now there’s an additional layer of compensation. I think it’s going to scare them away from having a conversation about homeownership.”

NAR did not want the changes, but made them as a result of the settlements, Nate Johnson, the group’s head of advocacy, said in an interview. “We had to land somewhere in terms of satisfying the plaintiffs and also protecting the needs of consumers.”

In an email, [Michael Ketchmark, the attorney who successfully sued](#) NAR and several brokerages, told USA TODAY, “We examined this issue extensively and worked with consumer advocates for low-income and minority home buyers. Every state has assistance programs for first-time homebuyers to cover down payments. Under the old rules, minority buyers seldom used these programs because the money was being taken from the homeowners. This will change under the free market.”

Lawyers with Cohen Milstein and Hagens Berman Sobol Shapiro, the other major plaintiff’s attorneys, did not respond to requests for comment.

### **‘Pocket listings’ raise concerns**

While changes to the commission structure have grabbed most of the attention, many observers are also concerned about the erosion of the centralized databases that previously housed all information about real estate listings.

A confirmation that the seller would pay the buyer’s broker was generally included on most listings. Now that piece of information may not be included, which will force buyers and their brokers to reach out to each seller or their agent individually.

“Say there’s a home on the market,” Rose said. “Two offers come over and now it’s the seller’s discretion which to take.” In many situations, the more attractive offer will be one with a mortgage that doesn’t take as long to process, or one that’s all cash. In fewer, but not zero, situations, it may be one from an agent who’s part of the same social circles as the listing agent.

“I am concerned,” said Denise Franklin, a long-time real estate agent in Greenville, South Carolina. “We may see more fair housing complaints and lawsuits.”

Franklin works with many first-time buyers who obtain [mortgages backed by government agencies like the Federal Housing Administration](#). Those loans, which are designed to reach marginal borrowers, can take longer to process and may be more prone to hiccups than those backed by Fannie Mae and Freddie Mac. In 2023, 1 out of 5 FHA-insured mortgage loans was made to a Black borrower.

Some sellers’ agents may choose to avoid such situations altogether, and keep listings amongst themselves rather than share them widely, many advocates think.

“There are homes now in certain communities that will never go on the market. We will never get to see them. They’re just being marketed amongst a network. Guess what? Black professionals are not part of that network,” NAREB’s Rose said.

The practice of keeping such [“pocket listings”](#) defies the logic of scoring a higher sale price via a broader audience, NAR’s Johnson said, not to mention violating fair housing rules.

Still, “fair housing groups have been fighting pocket listings for decades and decades,” Rice told USA TODAY. “Discrimination is not logical. We need a fully transparent system for all houses on the market, that all real estate agents can see what’s available and what’s on the market.”

One policy solution might be to have an agency like the Department of Housing and Urban Development maintain listings, she suggested. FHA and some other mortgage programs are part of HUD.

In a statement to USA TODAY, Julia Gordon, HUD’s assistant secretary for housing, said, “HUD is closely monitoring the impact of National Association of Realtors settlement – and the potential for buyers of color and low-income buyers to be disadvantaged by the new practices. We remain laser-focused on addressing the barriers that prevent people of color and low-income people from achieving homeownership, including how the lack of [generational wealth](#) among some buyers of color can prevent them from meeting the funding requirements needed to purchase a home.

### **What happens next?**

For Brown, the real estate agent in Fresno, seller agents shouldn’t just market their listings more broadly – they should also be nudging their clients to offer as much compensation to the buyer’s broker as possible, in order to reach the widest possible audience.

“We are not competition, we are in this together to do what’s best for everyone,” she said. “Buyers want to buy and sellers want to sell and we are in the middle helping them negotiate that.”

NAR and others maintain that by forcing buyers to have honest conversations with their brokers, the value of the real estate transaction will become clearer.

“Buyers will be better prepared and have a better understanding of what the buying process looks like,” Johnson said. “From an agent’s standpoint, it creates the opportunity to become better at demonstrating our value proposition. If we’re not doing that, it forces the buyer to go elsewhere.”

Among fair housing advocacy groups, Rice said, discussions are underway about how best to take action.

While few housing observers would have considered the MLS ideal, “at least it lent a high degree of transparency in terms of what was on the market. We cannot decouple the seller’s commission with the buyers’ commission. We need to have a construct where the sellers pay for the buyers’ commission.”

Meanwhile, some agents, like Denise Franklin, are already seeing people exit the market.

“We’ve had others say, ‘We’re just going to hold off right now,’” Franklin said. “One of our team members took a home off the market because they said there’s just too much confusion.”

Franklin added: “We’ve gone back, we haven’t gone forward.”

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# EXHIBIT L



**RESIDENTIAL REAL ESTATE BROKER COMMISSIONS ANTITRUST LITIGATION**  
 Exclusion Report  
 (as of October 17, 2024)

#	JND ID	Name	State	Zip Code	Status	Postmarked	Compass	Douglas Elliman	@properties	Real Brokerage	Realty ONE	Redfin	Engel & Völkers	HomeSmart	United Real Estate
1	DNV9MDSWRC	ALAN SIMMONS	CA		Valid	7/31/24	X	X	X	X	X	X	X	X	X
2	NVP7S2CR3B	JOANNE SIMMONS	CA		Valid	7/31/24	X	X	X	X	X	X	X	X	X
3	DQV9KECMT	MARCUS G. RAVAZZANI	NC		Valid	8/2/24	X	X	X	X	X	X	X	X	X
4	DLBRTSYK2Z	PATRICIA A. UNTALAN	CA		Valid	8/2/24	X	X	X	X	X	X	X	X	X
5	DXS8WKD9AC	PAUL TIBBETS	NM		Valid	8/2/24	X	X	X	X	X	X	X	X	X
6	NNU2S3ZTC7	DEBORAH TIBBETS	NM		Valid	8/2/24	X	X	X	X	X	X	X	X	X
7	DNUTB3GKE8	BRIAN BAYLY	NC		Valid	8/5/24	X	X	X	X	X	X	X	X	X
8	DRJWSNYE4C	SARAH F. SALMON	KY		Valid	8/7/24	X	X	X	X	X	X	X	X	X
9	INVX2LEM9NS	BETH ANNE V. KOB	PA		Valid	8/10/24	X	X	X	X	X	X	X	X	X
10	DMSHX98JG	JAIME NGUYEN	CA		Valid	8/12/24	X	X	X	X	X	X	X	X	X
11	DQGZM43HN9	ANNA C. GAYLE	LA		Valid	8/14/24	X	X	X	X	X	X	X	X	X
12	D4FNTZYG8U	CRYSTAL E. FIELDS	IN		Valid	8/16/24	X	X	X	X	X	X	X	X	X
13	D4UTRS3DCW	JASON E. CASTRO	NV		Valid	8/17/24	X	X	X	X	X	X	X	X	X
14	N3NR2MY8EH	LYNNE G. CASTRO	NV		Valid	8/17/24	X	X	X	X	X	X	X	X	X
15	DHJAXSZY36	JASON D. KNIGHT	OH		Valid	8/19/24	X	X	X	X	X	X	X	X	X
16	DQRF5KX8ZL	ALLISON LAWRENCE	CO		Valid	8/19/24	X	X	X	X	X	X	X	X	X
17	DUL93WD2VM	JOHN WESOLAK	MO		Valid	8/21/24	X	X	X	X	X	X	X	X	X
18	NSHX3NL4D5	RHONDA WESOLAK	MO		Valid	8/21/24	X	X	X	X	X	X	X	X	X
19	DA7ZBL46JR	JEFF FAULKNER	GA		Valid	8/26/24	X	X	X	X	X	X	X	X	X
20	NW4B5PXC98	STEPHAN OTTO	CA		Valid	8/28/24	X	X	X	X	X	X	X	X	X
21	NRLHY4Q7ZG	HAO ZHE WANG	NY		Valid	8/31/24	X	X	X	X	X	X	X	X	X
22	NT3QG97Z4D	WANG ZHEN HUA	NY		Valid	9/1/24	X	X	X	X	X	X	X	X	X
23	NNMD8W8KQF	CAI CAI HUA	NY		Valid	9/1/24	X	X	X	X	X	X	X	X	X
24	NCADM9XZBL	MARCIA MOORE	NJ		Valid	9/5/24									X
25	DTGUEXS2HA	KYLE HAMPTON	MI		Valid	9/10/24	X	X	X	X	X	X	X	X	X
26	NULY9B2RG	HEATHER HARRIS	FL		Valid	9/11/24	X	X	X	X	X	X	X	X	X
27	DELX4BWKGU	PRISCILLA GIBBONS	FL		Valid	9/20/24	X	X	X	X	X	X	X	X	X
28	DFLQH4UNZA	KEVIN M. WILLIAMS	PA		Valid	9/20/24	X	X	X	X	X	X	X	X	X
29	DPUIRY5LXT	STEPHEN TRAVIS SCOTT	FL		Valid	9/24/24	X	X	X	X	X	X	X	X	X
30	NSZL68M2SR	LUKE DORNON	MI		Valid	9/27/24	X	X	X	X	X	X	X	X	X
31	DW3LSFUT6V	RUTH B. MERRITT	GA		Valid	9/29/24	X	X	X	X	X	X	X	X	X
32	D3NSTRD85A	LISA PLANK	CA		Valid	10/1/24	X	X	X	X	X	X	X	X	X
33	NJVNE783SB	JOHN BIGBY	CA		Valid	10/1/24	X	X	X	X	X	X	X	X	X
34	D7FV546CNH	MICHAEL A. DUCKETT	TX		Valid	10/2/24	X	X	X	X	X	X	X	X	X
35	D25DFLPHNS	STEVEN EWALD	IL		Valid	10/3/24	X	X	X	X	X	X	X	X	X
36	D75GCLQ6SW	ALICE M. BATSON	SC		Valid	10/3/24	X	X	X	X	X	X	X	X	X
37	DBRCNQ5G6F	JAMES EDWARDS	CA		Valid	10/3/24	X	X	X	X	X	X	X	X	X
38	DF7RLKQU8Z	JORDAN KULLMANN	MN		Valid	10/3/24	X	X	X	X	X	X	X	X	X
39	DHD8FOXPCR	BEN SHADLE	DC		Valid	10/3/24	X	X	X	X	X	X	X	X	X
40	D5CST9BLE6	COLLEEN DUVAL	CA		Valid	10/3/24	X	X	X	X	X	X	X	X	X
41	D5GC3UDBJ7	TIMOTHY CARUSO	NH		Valid	10/3/24	X	X	X	X	X	X	X	X	X
42	DUW5MXDQVR	THEODORE P. BISBICOS	MA		Valid	10/3/24	X	X	X	X	X	X	X	X	X
43	NPUSR2ZMXW	BRENTON R. STRINE	OR		Valid	10/3/24	X	X	X	X	X	X	X	X	X
44	NTKD4NPBZ3	SCOTT DAVIS	NC		Valid	10/3/24	X	X	X	X	X	X	X	X	X
45	NUHX8G3E9L	LISA SHANKUS	MI		Valid	10/3/24	X	X	X	X	X	X	X	X	X
46	INV937XBQ86	MYA BATTON	TN		Valid	10/3/24	X	X	X	X	X	X	X	X	X