

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

RHONDA BURNETT, JEROD BREIT, HOLLEE ELLIS,
FRANCES HARVEY, and JEREMY KEEL, on behalf of
themselves and all others similarly situated,

Plaintiffs,

v.

THE NATIONAL ASSOCIATION OF REALTORS,
REALOGY HOLDINGS CORP., HOMESERVICES OF
AMERICA, INC., BHH AFFILIATES, LLC, HSF
AFFILIATES, LLC, RE/MAX, LLC, and KELLER
WILLIAMS REALTY, INC.,

Defendants.

Case No. 19-cv-00332-SRB

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

CHRISTOPHER MOEHRL, MICHAEL COLE, STEVE
DARNELL, JACK RAMEY, DANIEL UMPA and JANE
RUH on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

THE NATIONAL ASSOCIATION OF REALTORS,
REALOGY HOLDINGS CORP., HOMESERVICES OF
AMERICA, INC., BHH AFFILIATES, LLC, HSF
AFFILIATES, LLC, THE LONG & FOSTER COMPANIES,
INC., RE/MAX, LLC, and KELLER WILLIAMS REALTY,
INC.,

Defendants.

Case No. 1:19-cv-01610-
ARW

SUPPLEMENTAL SETTLEMENT AGREEMENT TO APPENDIX C –

BROKERAGE “OPT IN” AGREEMENT

1. This Supplemental Settlement Agreement to Appendix C (“Supplemental Settlement Agreement”) is made and entered into by and between plaintiffs Rhonda Burnett, Jerod Breit, Jeremy Keel, Hollee Ellis, Frances Harvey, Christopher Moehrl, Michael Cole, Steve Darnell, Jack Ramey, Daniel Umpa, Jane Ruh, Don Gibson, Lauren Criss, and John Meiners (collectively “Plaintiffs”), who filed suit in the above captioned actions and in *Daniel Umpa v. The National Association of Realtors, et al.*, No. 23-cv-945 (W.D. Mo.), and *Don Gibson v. The National Association of Realtors, et al.*, No. 23-cv-00788 (W.D. Mo.) (all four actions collectively, “the Actions”), both individually and as representatives of one or more classes of home sellers, on the one hand, and Rose & Womble Realty Company, LLC (“R&W”) on the other hand (“the Parties”).

2. R&W executed Appendix C to the NAR Settlement Agreement on June 14, 2024. R&W selected “Option 2” to Appendix C. The Parties hereby incorporate into this Supplemental Settlement Agreement their previously executed Appendix C and its provisions.

3. The Parties further agree, pursuant to Option 2 of Appendix C, to settle their claims in exchange for a payment made by R&W of \$100,000 to be made on or before September 21, 2024.

4. Plaintiffs will open a special interest-bearing settlement escrow account or accounts, established for that purpose as a qualified settlement fund as defined in Section 1.468B-1(a) of the U.S. Treasury Regulations (the “Escrow Account”). All accrued interest shall be for the benefit of the plaintiff classes unless the Settlement is not approved, in which case the interest shall

be for the benefit of R&W. R&W shall pay the Total Monetary Settlement Amount pursuant to the following schedule:

Deadline to pay:	Amount:
September 21, 2024	\$100,000

R&W shall make all settlement payments by depositing the payment into the Escrow Account on or before the corresponding deadlines listed above. Time is of the essence as it relates to the timeliness of the settlement payments, and any failure to timely make any payment will constitute a material default under this Agreement. If R&W fails to timely make a payment, then Plaintiffs, in their sole and exclusive discretion, shall have the option to either (a) sue for the recovery of the entire unpaid Total Monetary Settlement Amount immediately, or (b) rescind this Settlement Agreement, including the releases contained herein, by written notice to Plaintiff and proceed with litigating the Released Claims. Notwithstanding anything to the contrary in this Settlement Agreement, the tolling agreement in Paragraph 7 hereof shall survive any rescission of this Settlement Agreement.

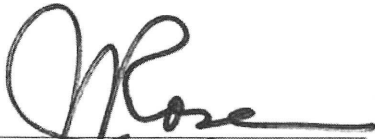
5. R&W agrees to jointly seek with Plaintiffs to be joined or intervene as a defendant in *Burnett* pursuant to Federal Rule of Civil Procedure 21 and/or Federal Rule of Civil Procedure 24. R&W hereby agrees to work in good faith with Plaintiffs and Co-Lead Counsel to efficiently and timely file a motion to accomplish the foregoing.

6. To the extent that R&W is not made a defendant in *Burnett*, for whatever reason, R&W acknowledges and agrees that it will be named as a defendant in a new class action lawsuit arising from the same conspiracy alleged in *Burnett*, *Moehrl*, *Gibson*, and *Umpa*. The new lawsuit will be filed in the United States District Court for the Western District of Missouri, Western Division. R&W agrees to (a) the jurisdiction and venue of the Western District of Missouri for purposes of this settlement only, (b) accept service for the new lawsuit, and (c) to the transfer of

the new lawsuit to the court of Judge Stephen R. Bough, if it is not randomly assigned there. To the extent necessary, R&W hereby agrees to work in good faith with Plaintiffs and Co-Lead Counsel to efficiently and timely file the new action and have it transferred to Judge Bough's court. For the avoidance of doubt and notwithstanding the foregoing, R&W and Plaintiffs expressly reserve all rights if the Settlement Agreement does not become Effective or if it is rescinded by R&W or Plaintiffs, including, but not limited to, any defenses concerning the Court's lack of personal jurisdiction over R&W or any Released Parties.

7. R&W hereby agrees that with respect to the Released Claims, any applicable statute of limitations or other time defenses shall be deemed tolled from July 1, 2024, until this Settlement Agreement is either finalized or rescinded.

8. Out of an abundance of caution, Plaintiffs will file a motion for preliminary approval of this Agreement and will seek approval of the Settlement in conjunction with the NAR settlement approval process.



Jimmy V. Rose, Jr CEO

On behalf of Rose & Womble Realty Company, LLC

ON BEHALF OF CO-LEAD COUNSEL



Williams Dirks Dameron LLC

June 14, 2024

VIA ELECTRONIC MAIL

realtorsoptin@jndla.com
realtorsoptin@cohenmilstein.com
nargovernance@nar.realtor

Re: Rose & Womble Realty Company, LLC's Opt-In Election Under Appendix C of the NAR Settlement Agreement, and Statement and Settlement Offer in Advance of Mediation

CONTAINS CONFIDENTIAL INFORMATION SUBMITTED FOR SETTLEMENT PURPOSES

Gentlemen:

This firm represents Rose & Womble Realty Company, LLC ("R&W") with respect to the antitrust litigation and settlement referenced in Michael S. Ketchmark's letter of March 21, 2024 (attached hereto as **Exhibit 1**). In response to that letter, we previously sent Mr. Ketchmark an email dated April 15, 2024, in which R&W chose to participate in the voluntary non-binding mediation in accordance with Appendix C, Section 22, Option 2. See Exhibit 2. We have not yet received a response to our email. Accordingly, pursuant to the terms of the Settlement Agreement ("SA") entered into between the Plaintiffs (as defined in the SA) and the National Association of Realtors, we enclose: **Exhibit 3** consisting of **(A)** Appendix C to the SA, executed by a competent officer of R&W and **(B)** a sworn declaration pursuant to 28 U.S.C. § 1746 by a competent officer of R&W accurately attesting to R&W's "Total Transaction Volume" for each of the most recent four calendar years (2020-2023). R&W hereby again selects Option 2 as defined in Appendix C to the SA.

R&W further proposes to agree on the amount it will pay under Appendix C to the SA in advance of any mediation, and in support thereof, states as follows:

I. The Proposed Settlement Framework

The SA defines a "Released Party" to include any real estate brokerage with a calendar year 2022 "Total Transaction Volume" for residential home sales of less than \$2 billion. See SA, ¶ 18(e) (p. 9). It also permits a broker with calendar year 2022 "Total Transaction Volume" in excess of \$2 billion to follow certain procedures to become a Released Party. See SA, ¶ 18(f) (p. 9). The SA also sets forth that the Sales Volume reflected in the T360 Real Estate Almanac (the "Almanac") shall serve as an irrebuttable presumption of a person's "Total Transaction Volume." See SA, ¶ 25 (p. 13). The Almanac lists R&W as having a 2022 Sales Volume of \$2.038B.

June 14, 2024

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II. R&W Should Be Treated as a Released Party

As set forth in the Declaration (**Exhibit 3B**), R&W's actual, as opposed to presumed, Total Transaction Volume totaled significantly less than \$2 billion per year over the four-year measurement period. As a result, we respectfully submit that R&W should have been released as a brokerage with less than \$2 billion in average annual sales, like all other similarly situated brokers.

R&W's sales, as reported in the Almanac, apparently included a substantial volume of Ryan Homes activity, which had nothing to do with real estate commissions, and would not have been covered by the pending litigation, and therefore should not have been covered by the SA. As set forth in **Exhibit 4**, all of these Ryan Homes transactions were deferred payments for lot purchases, and ancillary marketing services (including events and social media) (Bryan's Cove), deferred fee for non-commission professional services paid on closing of each lot (Adams Landing) and placement of listings on a totally uncompensated basis in various multiple listing services. R&W will provide, in exchange for the Berkshire Hathaway settlement agreement with plaintiffs (discussed in the next paragraph), the agreements to verify each of these arrangements, averaging over \$300,000 annually in incorrectly characterized "transaction volume." If you back out this incorrectly characterized "transaction volume," R&W actually had, both in 2022 and on average over the preceding four calendar years, significantly less than \$2 billion in Total Transaction Volume and should have been included as a Released Party in the SA.

In addition, although it has not reviewed the Settlement Agreement between the plaintiffs and, among others, BHH Affiliates, LLC. R&W believes that Settlement Agreement released R&W, as a predecessor to RW Towne Realty, LLC, a franchisee of BHH Affiliates, LLC, in that separate Settlement Agreement. We hereby request a copy of the referenced Settlement Agreement.

However, if R&W is not treated as a Released Party with average annual sales of less than \$2 billion, or released by the BHH Affiliates, LLC Settlement Agreement, as we submit it should be, R&W "has a good faith belief that it lacks the ability to pay the amount required under Option 1" and "agrees to participate in non-binding mediation with Co-Lead Counsel to occur within 110 days following preliminary approval of the SA by the Court."

III. Ability to Pay

On April, 27, 2023, R&W merged with Towne Realty, LLC to become RW Towne Realty, LLC, a Berkshire Hathaway franchise company.¹ As of that date, R&W effectively ceased all ongoing real estate brokerage operations and R&W has since been winding-up its affairs. See Exhibit 5 (March 16, 2023 press release). This winding-up process includes paying outstanding debts/obligations of R&W. As of May 31, 2024, R&W had total assets of \$458,388, and total liabilities of approximately \$844,000. See Exhibit 6. As of May 31, 2024, R&W had \$447,920.64 in available funds, but also had other current existing liabilities of \$245,000, leaving only \$202,920.64 in net available funds. See Exhibit 7. R&W clearly does not have the ability to pay the amount required by Option 1 of Appendix C to the SA, **or any more substantial settlement amount.**

¹ Berkshire Hathaway has already settled with the plaintiffs, for a substantial amount. That recovery included amounts referable to any sales by RW Towne Realty, LLC, from April 27, 2023 through December 31, 2023. Any additional recovery from R&W for that same period would constitute a double recovery.

June 14, 2024

Page 3

CONTAINS CONFIDENTIAL INFORMATION
SUBMITTED FOR SETTLEMENT PURPOSES

IV. Settlement Offer

For all the above reasons, R&W offers \$101,460.32 (1/2 of Net Available Funds) as full and final settlement under Appendix C, Section 22, Option 2 of the SA. Since R&W is no longer in business, and is without significant assets, and because its financial position will deteriorate further as time passes,² R&W believes its offer of settlement to be fair and reasonable, and exceeds the amount plaintiffs would otherwise be likely to receive. Given R&W's small amount of net available funds, R&W respectfully submits mediation would not be fruitful, and that this matter should be resolved without going through the expense and delay of mediation. We thank you in advance for your consideration of, and prompt response to, this settlement offer.

Very truly yours,



Patrick H. O'Donnell

PHO:lat

Enclosures

cc: Stephen E. Story, Esq.

² R&W will be forced to use its limited and dwindling financial resources to prepare for and participate in the mediation, instead of paying into the settlement fund that can be distributed to the plaintiff class.



EXHIBIT 1

March 21, 2024

VIA FEDEX

Jimmy Van Rose Jr.
Rose & Womble Realty Company, L.L.C.
1435 Crossways Blvd Ste 101
Chesapeake, VA 23320

RE: Settlement Demand – ANTITRUST NATIONWIDE LITIGATION

To Whom It May Concern:

We are writing on behalf of a national consortium of the top plaintiffs law firms in the United States regarding the recent antitrust settlement with the National Association of Realtors.

We have enclosed a demand letter to your brokerage. You have thirty (30) days to respond to this offer to settle before we take additional legal action.

Please read the enclosed demand letter and contact me at (913) 266-4500 if you have any interest in avoiding nationwide litigation.

Sincerely,

A handwritten signature in black ink, appearing to read "M. Ketchmark".

Michael S. Ketchmark

(enclosure as stated)

Michael Ketchmark | Scott McCreight | Ben Fadler | Steven A. Ketchmark
11161 Overbrook Road, Suite 210 | Leawood, Kansas 66211
(913) 266-4500 | Facsimile (913) 317-5030 | www.kansascitylawoffices.com

DEMAND LETTER

We are the lead attorneys who teamed together to obtain a \$1.8 billion jury verdict, before trebling, against the National Association of Realtors ("NAR") and other real estate brokerages for various anti-competitive practices and policies. It is our belief that your company has engaged in these same anti-competitive practices and policies and is facing liability in similar upcoming lawsuits.

We recently settled our claims against NAR. As part of this settlement, NAR worked with us to set up a procedure for your company, and other brokerages around the country, to obtain a similar release of claims. Brokerages, like yours, that do more than \$2 billion in transactions a year are required to take affirmative steps to obtain this protection.


Your best path forward is to participate in voluntary non-binding mediation with us according to the terms outlined in the Settlement Agreement with NAR. Any such mediation needs to occur within 110 days of preliminary approval of the NAR settlement. There are strict deadlines you will have to follow.

We have established a centralized email for anyone who is interested in being contacted about participating in the settlement. Availability for scheduling these mediations is going fast. If your company is interested in pursuing mediation, we recommend that you or your legal counsel contact us at the email below or reach out to one of us directly.

If your company fails to take advantage of this unique opportunity, we will explore all available legal options.

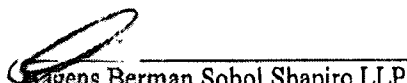
Settlement Contact Email: realtorsoptin@cohenmilstein.com

Sincerely yours,


Ketchmark & McCreight PC


Boulware Law LLC


Williams Dirks Dameron LLC


Ragens Berman Sobol Shapiro LLP


Cohen Milstein Sellers & Toll PLLC


Susman Godfrey LLP

O'Donnell, Patrick H.

From: O'Donnell, Patrick H.
Sent: Monday, April 15, 2024 11:33 AM
To: realtorsoptin@cohenmilstein.com
Cc: Story, Stephen E.
Subject: Rose & Womble Realty Company, LLC's Response to Settlement Demand re: NAR Settlement Agreement
Attachments: 3.21.2024 Ltr fr. Rose and Womble re Settlement Demand.pdf

NOTICE OF INTENT TO CHOOSE NON-BINDING MEDIATION UNDER APPENDIX C, OPTION 2 OF THE NAR SETTLEMENT AGREEMENT

Dear Mr. Ketchmark, et. al.

This firm represents Rose & Womble Realty Company, LLC ("Rose & Womble") with respect to the anti-trust litigation and settlement referenced in your letter of March 21, 2024 (attached hereto).

Rose & Womble wishes to participate in voluntary non-binding mediation in accordance with the terms outlined in the proposed Settlement Agreement with NAR, et. al. in Case No. 19-cv-00332-SRB pending in the Western District of Missouri and Case No. 1:19-cv-01610-ARW pending in the Northern District of Illinois (the "Settlement Agreement"), at Appendix C – Brokerage "Opt In" Agreement, Section 22, Option 2.

While the general timing and the mediator for the non-binding mediation is set forth in Option 2, it does not set forth the procedures, if any, that will apply to the mediation – e.g. schedule, written submissions, location, in-person vs. remote, etc. Please provide all additional information you have regarding the timing, procedures and logistics of how and where the mediation will take place.

Please confirm receipt of this notification.

Thank you.

Patrick H. O'Donnell
Member
Kaufman & Canoles, P.C.
150 W. Main Street, Suite 2100
Norfolk, VA 23510

T (757) 624.3305
F (888) 360.9092
phodonnell@kaufcan.com
www.kaufCAN.com



March 21, 2024

VIA FEDEX

Jimmy Van Rose Jr.
Rose & Womble Realty Company, L.L.C.
1435 Crossways Blvd Ste 101
Chesapeake, VA 23320

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Michael S. Ketchmark

(enclosure as stated)

Michael Ketchmark | Scott McCreight | Ben Fadler | Steven A. Ketchmark
11161 Overbrook Road, Suite 210 | Leawood, Kansas 66211
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We recently settled our claims against NAR. As part of this settlement, NAR worked with us to set up a procedure for your company, and other brokerages around the country, to obtain a similar release of claims. Brokerages, like yours, that do more than \$2 billion in transactions a year are required to take affirmative steps to obtain this protection.

Your best path forward is to participate in voluntary non-binding mediation with us according to the terms outlined in the Settlement Agreement with NAR. Any such mediation needs to occur within 110 days of preliminary approval of the NAR settlement. There are strict deadlines you will have to follow.

We have established a centralized email for anyone who is interested in being contacted about participating in the settlement. Availability for scheduling these mediations is going fast. If your company is interested in pursuing mediation, we recommend that you or your legal counsel contact us at the email below or reach out to one of us directly.

If your company fails to take advantage of this unique opportunity, we will explore all available legal options.


Settlement Contact Email: realtorsoptin@cohenmilstein.com

Sincerely yours,


Ketchmark & McCreight PC


Boulware Law LLC


Williams Dirks Dameron LLC


Hagens Berman Sobol Shapiro LLP


Cohen Milstein Sellers & Toll PLLC


Susman Godfrey LLP

APPENDIX C – BROKERAGE “OPT IN” AGREEMENT

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

RHONDA BURNETT, JEROD BREIT, HOLLEE ELLIS,
FRANCES HARVEY, and JEREMY KEEL, on behalf of
themselves and all others similarly situated,

Plaintiffs,

v.

THE NATIONAL ASSOCIATION OF REALTORS®,
REALOGY HOLDINGS CORP., HOMESERVICES OF
AMERICA, INC., BHH AFFILIATES, LLC, HSF
AFFILIATES, LLC, RE/MAX LLC, and NATIONAL
ASSOCIATION OF REALTORS® REALTY, INC.,

Defendants.

Case No. 19-CV-00332-SRB

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

CHRISTOPHER MOEHL, MICHAEL COLE, STEVE
DARNELL, JACK RAMEY, DANIEL UMPA and JANE RUH
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REALOGY HOLDINGS CORP., HOMESERVICES OF
AMERICA, INC., BHH AFFILIATES, LLC, HSF
AFFILIATES, LLC, THE LONG & FOSTER COMPANIES,
INC., RE/MAX LLC, and KELLER WILLIAMS REALTY,
INC.,

Defendants.

Case No. 1:19-cv-01610-ARW

WHEREAS, Plaintiffs allege that the National Association of REALTORS®, its members, and real estate brokers participating in MLSs throughout the United States participated in a conspiracy to raise, fix, maintain, or stabilize real estate commissions in violation of Section 1 of the Sherman Act and corresponding state laws;

WHEREAS, Stipulating Party denies these allegations;

WHEREAS, Plaintiffs have conducted an extensive investigation into the facts and the law regarding the claims and allegations that have been and/or could be asserted against Stipulating Party, including more than four years of fact and expert discovery, and have concluded that a settlement according to the terms set forth below is fair, reasonable, and adequate and in the best interest of Plaintiffs and the Settlement Class;

WHEREAS, Stipulating Party believes that it is not liable for the claims and allegations asserted and has good defenses, but nevertheless has decided to enter into this Appendix C to avoid further expense, inconvenience, and the distraction of burdensome and protracted litigation, to obtain the nationwide releases, orders, and judgment contemplated by this Appendix C, and to put to rest with finality all claims and allegations that Plaintiffs and Settlement Class Members have or could have asserted against the Stipulating Party; and

WHEREAS, Stipulating Party has agreed to cooperate with Plaintiffs and to implement certain practice changes, each as set forth in this Appendix C.

NOW, THEREFORE, in consideration of the agreements and releases set forth in the Settlement Agreement and Appendix C and other good and valuable consideration, and intending to be legally bound, it is agreed by and between Rose & Womble Realty Company, LLC (“Stipulating Party”) and the Plaintiffs that certain actual or potential claims be settled, compromised, and dismissed with prejudice as to Stipulating Party, without costs to Plaintiffs, the Settlement Class or Stipulating Party except as provided for herein, subject to the approval of the Court, on the

following terms and conditions:

A. Definitions

Stipulating Party agrees that the terms reflected in this Appendix C shall have the same meaning as those defined in the Settlement Agreement, unless otherwise specified. The following terms, as used in this Appendix C only, have the following meanings:

1. “Burnett” means the case pending in the United States District Court for the Western District of Missouri Case No. 4:19-cv-00332-SRB, which is currently pending.

2. “Burnett MLSs” means the multiple listing services identified as Subject MLSs in Burnett.

3. “Co-Lead Counsel” means the following law firms:

KETCHMARK AND MCCREIGHT P.C.
11161 Overbrook Road, Suite 210
Leawood, KS 66211

BOULWARE LAW LLC
1600 Genessee, Suite 416
Kansas City, MO 64102

WILLIAMS DIRKS DAMERON LLC
1100 Main Street, Suite 2600
Kansas City, MO 64105

HAGENS BERMAN SOBOL SHAPIRO LLP
1301 Second Avenue, Suite 2000
Seattle, WA 98101

COHEN MILSTEIN SELLERS & TOLL PLLC
1100 New York Ave. NW, Fifth Floor
Washington, DC 20005

SUSMAN GODFREY L.L.P.
1900 Avenue of the Stars, Suite 1400
Los Angeles, CA 90067

4. “Court” means the United States District Court for the Western District of Missouri.

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

6. “Effective Date” means the date when both: (a) the Court has entered a final judgment order approving the Settlement under Rule 23(e) of the Federal Rules of Civil Procedure and a final judgment dismissing the Actions against the National Association of REALTORS® with prejudice has been entered; and (b) the time for appeal or to seek permission to appeal from the Court’s approval of the Settlement and the entry of a final judgment has expired or, if appealed, approval of the Settlement and the final judgment have been affirmed in their entirety by the court of last resort to which such appeal has been taken and such affirmance is no longer subject to further appeal or review; excluding, however, any appeal or other proceedings unrelated to this Settlement initiated by any Non-National Association of REALTORS® Defendant, and any such appeal or other proceedings shall not delay this Settlement from becoming final and shall not apply to this Paragraph; nor shall this Paragraph be construed as an admission that such parties have standing or other rights of objection or appeal with respect to this Settlement. It is agreed that neither the provisions of Federal Rule of Civil Procedure 60 nor the All Writs Act, 28 U.S.C. § 1651, shall be considered in determining the above-stated times.

7. “Moehrl” means the case pending in the Northern District of Illinois Case No. 1:19-cv-01610-ARW, which is currently pending.

8. “Moehrl MLSs” means the multiple listing services named in Moehrl.

9. “MLS PIN” means the multiple listing service at issue in United States District Court for the District of Massachusetts Case No. I :20-cv-12244-PBS, which is currently pending.

10. “Opt-Outs” means members of the Settlement Class who have timely exercised their rights to be excluded from the Settlement Class or have otherwise obtained Court approval to exercise such rights.

11. “Person” means an individual, corporation, partnership, limited partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, any business or legal entity, and such individual’s or entity’s spouse, heirs, predecessors, successors, representatives, affiliates, and assignees.

12. “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, rebated, or paid to brokerages in connection with the sale of any residential home.

13. “Released Parties” means Stipulating Party and its past, present, and future, direct and indirect, parents, subsidiaries, predecessors, successors (all as defined in SEC rule 12b-2 promulgated pursuant to the Securities Exchange Act of 1934), franchisees, officers, directors, managing directors, employees, agents, contractors, independent contractors, attorneys, legal or other representatives, accountants, auditors, experts, trustees, trusts, heirs, beneficiaries, estates, executors, administrators, insurers, and assigns. However, “Released Parties” shall not include any Person who is excluded from being a released party under Paragraphs 18(g) or (h) of the Settlement Agreement.

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

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

15. “Settlement” means the settlement of the Actions contemplated by this Appendix C.

16. “Settlement Class” means the class of persons that will be certified by the Court for settlement purposes only, namely, 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 in the following date ranges:

- Homes listed on Moehrl MLSs: March 6, 2015 to date of Class Notice;
- Homes listed on Burnett MLSs: April 29, 2014 to date of Class Notice;
- Homes listed on MLS PIN: December 17, 2016 to date of Class Notice;
- Homes in Arkansas, Kentucky, and Missouri, but not on the Moehrl MLSs, the Burnett MLSs, or MLS PIN: October 31, 2018 to date of Class Notice;
- Homes in Alabama, Georgia, Indiana, Maine, Michigan, Minnesota, New Jersey, Pennsylvania, Tennessee, Vermont, Wisconsin, and Wyoming, but not on the Moehrl MLSs, the Burnett MLSs, or MLS PIN: October 31, 2017 to date of Class Notice;
- For all other homes: October 31, 2019 to date of Class Notice.

For avoidance of doubt, Plaintiffs and Stipulating Party intend this Settlement to provide for a nationwide class with a nationwide settlement and release.

17. “Settlement Class Member” means a member of the Settlement Class who does not file a valid request for exclusion from the Settlement Class.

18. “Settling Parties” means Plaintiffs and Stipulating Party.

B. Operation of the Settlement

19. Stipulating Party represents that neither it nor its past or present, direct or indirect parents (including holding companies), subsidiaries, affiliates (all as defined in SEC rule 12b-2

promulgated pursuant to the Securities Exchange Act of 1934), associates, predecessors, successors, franchisors, or franchisees is a defendant in the Actions, as that term is defined in the Settlement Agreement. This representation is a material component of Appendix C and Stipulating Party's inclusion as a Released Party

20. Settling Parties agree that, as a condition precedent for this Appendix C to become effective, Stipulating Party must deliver to the below email address within 60 days of the filing of the first motion for preliminary approval of the Settlement Agreement each of the following: (i) an executed version of this Appendix C; (ii) a declaration sworn pursuant 28 U.S.C. § 1746 by a competent officer of Stipulating Party accurately attesting to the Stipulating Party's "Total Transaction Volume" for each of the most recent four calendar years; and (iii) an indication of whether Stipulating Party selects either "Option 1" or "Option 2" as defined in this Appendix C:

- (1) realtorsoptin@jndla.com (2) realtorsoptin@cohenmilstein.com and
- (3) nargovernance@nar.realtor

21. As a condition for being a Released Party, Stipulating Party agrees to be bound by this Appendix C, including the practice changes and cooperation terms reflected in Paragraphs 35-41 of Appendix C.

22. **Option 1:** Plaintiffs will open a special interest-bearing settlement escrow account or accounts, established for that purpose as a qualified settlement fund as defined in Section 1.468B-1(a) of the United States Treasury Regulations (the "Escrow Account"). Within 120 days following preliminary approval of the Settlement Agreement by the Court, Stipulating Party will deposit into the Escrow Account an amount equal to 0.0025 multiplied by its average annual Total Transaction Volume over the most recent four calendar years ("Total Monetary Settlement Amount"). "Total Transaction Volume" is defined as the aggregate value of all residential home sales and purchases in which the Stipulating Entity and its direct and indirect parents (including holding companies),

subsidiaries, affiliates, associates (all as defined in SEC rule 12b-2 promulgated pursuant to the Securities Exchange Act of 1934), and any of their franchisees represented in a real estate brokerage capacity either the buyer, the seller, or both. For any transactions in which a real estate broker represented both the buyer and the seller, that transaction shall be counted twice for purposes of calculating the “Total Transaction Volume.” By way of example, a Stipulating Party with a \$2 billion average annual Total Transaction Volume would be required under this agreement to deposit \$5 million in the Escrow Account.

23. **Option 2:** Alternatively, to the extent Stipulating Party has a good faith belief that it lacks the ability to pay the amount required under Option 1, Stipulating Party agrees to participate in a non-binding mediation with Co-Lead Counsel to occur within 110 days following preliminary approval of the Settlement Agreement by the Court. That mediation will occur before Greg Lindstrom, of Phillips ADR Enterprises, P.C. or another mediator jointly selected by the parties to Appendix C. The costs of the mediation shall be borne entirely by Stipulating Party. Plaintiffs and Stipulating Party agree to maintain the confidentiality of all settlement discussions and materials exchanged during the settlement negotiation, including the mediation. If, following the non-binding mediation described herein, Stipulating Party and Co-Lead Counsel are unable to reach agreement on a settlement within 130 days following preliminary approval of the Settlement Agreement by the Court, Stipulating Party shall not become a “Released Party” under the Settlement Agreement (including this Appendix C) and any further rights or obligations under the Settlement Agreement (including this Appendix C) of Stipulating Party, Plaintiffs, Co-Lead Counsel, or the Settlement Class to one another shall terminate.

C. Stipulation to Class Certification

24. The Settling Parties hereby stipulate for purposes of this settlement only, that the requirements of Federal Rules of Civil Procedure 23(a), 23(b)(2), and 23(b)(3) are satisfied and,

subject to Court approval, the Settlement Class shall be certified for settlement purposes as to Stipulating Party. The Settling Parties stipulate and agree to the conditional certification of the Settlement Class for purposes of this Settlement only. Should, for whatever reason, the Settlement not become Effective, the Settling Parties' stipulation to class certification as part of the Settlement shall become null and void.

25. Neither the Settlement, Appendix C, or Settlement Agreement, nor any statement, transaction, or proceeding in connection with the negotiation, execution, or implementation of the Settlement, Appendix C, or Settlement Agreement should be intended to be, construed as, or deemed to be evidence of an admission or concession by Stipulating Party that a class should be or should have been certified for any purposes other than settlement, and none of them shall be admissible in evidence for any such purpose in any proceeding.

D. Approval of this Appendix C and Dismissal of the Actions

26. The Settling Parties agree to make reasonable best efforts to effectuate the Settlement Agreement (including Appendix C), including, but not limited to, seeking the Court's approval of procedures (including the giving of class notice under Federal Rules of Civil Procedure 23(c) and (e)); scheduling a final fairness hearing to obtain final approval of the settlement and the final dismissal with prejudice of the Actions as to Stipulating Party; and Stipulating Party's cooperation by providing information reflecting its ability to pay limitations.

27. Plaintiffs will submit to the Court a motion requesting that the Court preliminarily approve the Settlement reflected in Appendix C (the "Motion"). The Motion may be separate from and be filed at a different time than the preliminary approval motion provided in connection with the other class relief afforded in the Settlement Agreement by the National Association of REALTORS®. The Motion shall include a proposed form of order preliminarily approving the Settlement and enjoining Releasing Parties from prosecuting any Released Claims in any forum until

the Effective Date of this Settlement reflected in Appendix C. Stipulating Party shall not have any right or opportunity to review the Motion. The Settling Parties shall take all reasonable actions as may be necessary to obtain preliminary approval of the Settlement reflected in Appendix C. To the extent the Court finds that the Settlement does not meet the standard for preliminary approval, the Settling Parties will negotiate in good faith to modify Appendix C directly or with the assistance of an agreed mediator and will endeavor to resolve any issues to the satisfaction of the Court.

28. Subject to approval by the Court, Plaintiffs will undertake a method of providing notice of this Settlement to the Settlement Class and for claim administration that meets the requirements of due process and Federal Rule of Civil Procedure 23 and is substantially similar to the forms of notice already agreed-to and approved by the Court in the previous settlements with Anywhere, RE/MAX, and Keller Williams. Class members who file a claim under the Anywhere, RE/MAX and Keller Williams settlements will be deemed to also make a claim against this Settlement unless they affirmatively state they are not claiming this Settlement. The Settling Parties agree to the use of the claims administrator previously selected to administer the Anywhere, RE/MAX, and Keller Williams settlements and approved by the Court. The timing of any request to disseminate notice to the Settlement Class will be at the discretion of Co-Lead Counsel and may occur separately from and at a different time than the class notice provided in connection with the class relief afforded in the Settlement Agreement by the National Association of REALTORS®.

29. Within ten (10) calendar days after the filing with the Court of this Appendix C and the accompanying motion papers seeking its preliminary approval, the claims administrator shall at Stipulating Party's expense to be credited against the Total Monetary Settlement Amount cause notice of the Settlement to be served upon appropriate State and Federal officials as provided in the Class Action Fairness Act, 28 U.S.C. § 1715.

30. If the Settlement is preliminarily approved by the Court, Plaintiffs shall timely seek final approval of the Settlement and entry of a final judgment order as to Stipulating Party:

(a) certifying the Settlement Class under Federal Rule of Civil Procedure 23(b), solely for purposes of this Settlement;

(b) granting final approval of the Settlement as fair, reasonable, and adequate within the meaning of Federal Rules of Civil Procedure 23(e) and directing the consummation of the Settlement according to its terms;

(c) enjoining the Stipulating Party in accordance with the provisions of Paragraph 35 of Appendix C.

(d) directing that, as to Stipulating Party only, the Actions be dismissed with prejudice and, except as provided for herein, without costs;

(e) reserving exclusive jurisdiction over the Settlement and this Appendix C, including reserving exclusive jurisdiction over the administration and consummation of this Settlement to the Court; and

(f) determining under Federal Rule of Civil Procedure 54(b) that there is no just reason for delay and directing entry of final judgment as to Stipulating Party.

31. This Appendix C will become Effective only after the occurrence of all conditions set forth above in the definition of the Effective Date.

E. Releases, Discharge, and Covenant Not to Sue

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

declaratory, or other equitable relief, whenever incurred, whether directly, indirectly, derivatively, or otherwise, whether known or unknown, suspected or unsuspected, in law or in equity, that any Releasing Party ever had, now has, or hereafter can, shall, or may have and that have accrued as of the date of preliminary approval of the Settlement arising from or related to the Released Claims. The Released Claims include but are not limited to the antitrust and consumer protection claims brought in the Actions and similar state and federal statutes. In connection therewith, upon the Effective Date of Settlement, each of the Releasing Parties (i) shall forever be enjoined from prosecuting in any forum any Released Claims against any of the Released Parties that accrued from the beginning of time through the date of preliminary approval of the Settlement; and (ii) agrees and covenants not to sue any of the Released Parties with respect to any Released Claims. For avoidance of doubt, this release extends to, but only to, the fullest extent permitted by law.

33. The Releasing Parties may hereafter discover facts other than or different from those which they now know or believe to be true with respect to the subject matter of the Released Claims. Nevertheless, the Releasing Parties expressly, fully, finally, and forever settle and release, and, upon the Effective Date, shall be deemed to have, and by operation of the Final Judgment and Order of Dismissal shall have, fully, finally, and forever settled and released, any and all Released Claims, without regard to the subsequent discovery or existence of such other, different, or additional facts, as well as any and all rights and benefits existing under (i) Cal. Civ. Code Section 1542, which provides as follows:

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

HAVE MATERIALLY AFFECTED HIS OR HER
SETTLEMENT WITH THE DEBTOR OR RELEASED
PARTY.

or any equivalent, similar or comparable present or future law or principle of law of any jurisdiction, including but not limited to Section 20-7-11 of the South Dakota Codified Laws, which provides that “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR;” or (ii) any law or principle of law of any jurisdiction that would limit or restrict the effect or scope of the provisions of the release set forth above, without regard to the subsequent discovery or existence of such other, different, or additional facts. The Releasing Parties acknowledge that the inclusion of unknown claims in the definition of Released Claims was separately bargained for and was a material element of the Settlement Agreement.

34. The Releasing Parties intend by this Appendix C to settle with and release only the Released Parties, and the Settling Parties do not intend this Appendix C, or any part hereof, or any other aspect of the proposed Settlement or release, to release or otherwise affect in any way any claims concerning product liability, breach of warranty, breach of contract or tort of any kind (other than a breach of contract or tort based on any factual predicate in the Actions), a claim arising out of violation of the Uniform Commercial Code, or personal or bodily injury. The release does not extend to any individual claims that a 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 the Actions.

F. Practice Changes

35. Stipulating Party agrees that, as soon as practicable, and in no event later than 150 days after the filing of the first motion for preliminary approval of this Settlement Agreement, Stipulating Party (defined for purposes of this paragraph to include present and future, direct and indirect corporate subsidiaries, related entities and affiliates, predecessors, and successors, but not franchisees) will implement the following practice changes:

i. advise and periodically remind Stipulating Party's company-owned brokerages, franchisees (if any), and their agents that there is no Stipulating Party 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 Stipulating Party company-owned brokerages and their agents (and recommend and encourage that any franchisees and their agents) disclose to prospective home sellers and buyers and state in conspicuous language that broker commissions are not set by law and are fully negotiable (i) in their listing agreement if it is not a government or MLS-specified form, (ii) in their buyer representation agreement if there is one and it is not a government or MLS-specified form, and (iii) in pre-closing disclosure documents if there are any and they are not government or MLS-specified forms. In the event that the listing agreement, buyer representation agreement, or pre-closing disclosure documents is a government or MLS-specified form, then Stipulating Party will require that any company-owned brokerages and their agents (and recommend and encourage that any Stipulating Party 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 Stipulating Party 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 active listing shared with prospective buyers in any format;

v. prohibit company owned brokerages and their agents (and recommend and encourage that any franchisees and their agents refrain) from utilizing any technology or taking manual actions to filter out or restrict listings that are searchable by and displayed to consumers based on the level of compensation offered to any cooperating broker unless directed to do so by the client (and eliminate any internal systems or technological processes that may currently facilitate such practices);

vi. advise and periodically remind company owned brokerages and their agents of their obligation to (and recommend and encourage that any franchisees and their agents) show properties regardless of the existence or amount of compensation offered to buyer brokers or other buyer representatives provided that each such property meets the buyer's articulated purchasing priorities;

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.

36. If not automatically terminated earlier by their own terms, the obligations set forth in the immediately preceding paragraph will sunset 5 years after the Effective Date.

37. Stipulating Party agrees to provide proof of compliance with these practice changes if requested by Co-Lead Counsel.

G. Cooperation

38. Stipulating Party agrees to provide valuable cooperation to Plaintiffs as follows in the Actions, including to the extent that any is consolidated pursuant to *In re Real Estate Commission Antitrust Litigation* (MDL No. 3100):

i. use reasonable efforts to authenticate documents and/or things produced by it in the Actions where the facts indicate that the documents and/or things at issue are authentic, by declarations or affidavits if possible, or at hearings or trial if necessary;

ii. use reasonable efforts to provide the facts necessary to establish, where applicable, that documents and/or things produced by it in the Actions are “business records,” a present sense impression, an excited utterance, a recorded recollection, or are otherwise admissible under the Federal Rules of Evidence, by declarations or affidavits if possible, or at hearings or trial if necessary;

iii. agree that this Settlement Agreement shall not preclude Plaintiffs from seeking the production of non-privileged documents in its possession, custody, or control;

iv. if a defendant includes a witness on a witness list in the Actions who is then a current officer or employee of Stipulating Party, Stipulating Party will cooperate in providing access via counsel to that witness prior to trial testimony for up to two (2) hours;

v. withdraw any existing response before the Judicial Panel on Multidistrict Litigation with respect to *In re Real Estate Commission Antitrust Litigation* (MDL No. 3100); and

vi. agree not to provide greater assistance in discovery or trial to any defendant or other non-Released Party in the Actions than to the Plaintiffs unless required by subpoena or other compulsory process.

39. Stipulating Party’s cooperation obligations, as set forth in Paragraph 38 of Appendix C, shall not require the production of information, testimony, and/or documents that are protected

from disclosure by the attorney-client privilege, work product doctrine, joint defense privilege, or any other applicable privilege or doctrine.

40. Stipulating Party's obligation to cooperate will not be affected by the releases set forth in this Settlement Agreement or Appendix C or the final judgment orders with respect to the National Association of REALTORS® or Stipulating Party. Unless this Appendix C is rescinded, disapproved, or otherwise fails to become Effective, the obligation to cooperate as set forth here will continue until the date that final judgment has been entered in all of the Actions and the time for appeal or to seek permission to appeal from the entry of a final judgment has expired or, if appealed, any final judgment has been affirmed in its entirety by the court of last resort to which such appeal has been taken and such affirmance is no longer subject to further appeal or review.

41. Stipulating Party acknowledges that the practice changes and cooperation set forth in this Appendix C are a material component of Appendix C and agrees to use its reasonable best efforts to provide them.

H. The Settlement Fund

42. The Total Monetary Settlement Amount and any interest earned thereon shall be held in the Escrow Account and constitute the "Settlement Fund." The full and complete cost of the settlement notice, claims administration, Settlement Class Members' compensation, current and former class representatives' incentive awards, attorneys' fees and reimbursement of all actual expenses of the Actions, any other litigation costs of Plaintiffs (all as approved by the Court), and all applicable taxes, if any, assessable on the Settlement Fund or any portion thereof, will be paid out of the Settlement Fund. In no event will Stipulating Party's monetary liability with respect to the Settlement exceed the Total Monetary Settlement Amount.

43. The Settling Parties and their counsel will not have any responsibility, financial obligation, or liability for any fees, costs, or expenses related to providing notice to the Settlement

Class or administering the settlement except in Paragraphs 40 and 42 of Appendix C. Such fees, costs, or expenses shall be paid solely from the Settlement Fund with Court approval. The balance of the Settlement Fund shall be disbursed to Settlement Class Members as provided in a Plan of Allocation (as defined below) approved by the Court. The Settling Parties shall have the right to audit amounts paid from the Settlement Fund.

44. Subject to Co-Lead Counsel's sole discretion as to timing, except that the timing must be consistent with rules requiring that Settlement Class Members be given the opportunity to review fee applications, Co-Lead Counsel may apply to the Court for a fee award, plus expenses, and costs incurred, and current and former class representative service awards to be paid out of the Settlement Fund. Within 14 business days after any order by the Court awarding attorneys' fees, expenses, or class representative incentive awards or such later date as directed by Co-Lead Counsel, the escrow agent for the Settlement Fund shall pay any approved attorneys' fees, expenses, costs, and class representative service award up to the amount specified in Paragraphs 22 or 23 of Appendix C for such fees, expenses, costs, and class representative service award by wire transfer as directed by Co-Lead Counsel in accordance with and attaching the Court's Order, provided that each Co-Lead Counsel receiving payment signs an assurance, in the form attached hereto as Appendix A, attesting that they will repay all awarded amounts if this Settlement Agreement does not become Effective.

45. The Settlement Fund will be invested in United States Government Treasury obligations or United States Treasury money market funds.

46. Stipulating Party will not have any responsibility, financial obligation, or liability whatsoever with respect to the investment, distribution, use, or administration of the Settlement Fund, including, but not limited to, the costs and expenses of such investment, distribution, use or administration except as expressly otherwise provided in this Appendix C.

47. There will be no reduction of the Total Monetary Settlement Amount based on Opt-Out Sellers. The Settlement will be non-reversionary except as set forth below in Paragraphs 33-37 of Appendix C. If the Settlement becomes Effective, no proceeds from the Settlement will revert to Stipulating Party regardless of the claims that are made.

48. No disbursements shall be made from the Settlement Fund prior to the Effective Date of this Settlement Agreement except as described in this Appendix C.

49. The distribution of the Settlement Fund shall be administered pursuant to a plan of allocation (the "Plan of Allocation") proposed by Co-Lead Counsel in their sole and absolute discretion and subject to the approval of the Court. Stipulating Party will have no participatory or approval rights with respect to the Plan of Allocation. It is understood and agreed by the Settling Parties that any proposed Plan of Allocation, including, but not limited to, any adjustments to an authorized claimant's claim, is completely independent of and is not a part of this Settlement Agreement (including Appendix C) and is to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. The Settlement Class, Plaintiffs, and Stipulating Party shall be bound by the terms of the Settlement Agreement (including Appendix C), irrespective of whether the Court or any other court, including on any appeal, disapproves or modifies the Plan of Allocation, and any modification or rejection of the Plan of Allocation shall not affect the validity or enforceability of this Settlement Agreement or otherwise operate to terminate, modify, or cancel that Agreement.

50. The Releasing Parties will look solely to the Settlement Fund for settlement and satisfaction against the Released Parties of all Released Claims and shall have no other recovery against Stipulating Party or the Released Parties.

I. Taxes

51. Co-Lead Counsel is solely responsible for filing all informational and other tax returns necessary to report any net taxable income earned by the Settlement Fund and shall file all informational and other tax returns necessary to report any income earned by the Settlement Fund and shall be solely responsible for taking out of the Settlement Fund, as and when legally required, any tax payments, including interest and penalties due on income earned by the Settlement Fund. All taxes (including any interest and penalties) due with respect to the income earned by the Settlement Fund shall be paid from the Settlement Fund. Stipulating Party has no responsibility to make any filings relating to the Settlement Fund and will have no responsibility to pay tax on any income earned by the Settlement Fund or to pay any taxes on the Settlement Fund unless the Settlement does not become Effective and the Settlement Fund is returned to Stipulating Party. In the event the Settlement does not become Effective and any funds including interest or other income are returned to Stipulating Party, Stipulating Party will be responsible for the payment of all taxes (including any interest or penalties), if any, on said interest or other income. Stipulating Party makes no representations regarding, and will not be responsible for, the tax consequences of any payments made pursuant to this Settlement to Co-Lead Counsel or to any Settlement Class Member.

J. Rescission

52. If the Court does not certify the Settlement Class as defined in this Appendix C, or if the Court does not approve this Appendix C in all material respects, or if such approval is modified or set aside on appeal, or if the Court does not enter final approval, or if any judgment approving this Appendix C is materially modified or set aside on appeal, or if all of the conditions for the Effective Date do not occur, then this Appendix C may be rescinded by Stipulating Party or by Plaintiffs on behalf of the Settlement Class by written notice to the Court and to counsel for the other Settling Party filed and served within ten (10) business days of the entry of an order not granting court

approval or having the effect of disapproving or materially modifying the terms of the Appendix C. A modification or reversal on appeal of any amount of the Settlement Fund that the Court authorizes to be used to pay Plaintiffs' fees or litigation expenses shall not be deemed a modification of all or a part of the terms of this Settlement or such final judgment order. The decision of certain Settlement Class Members to opt out of the Settlement shall not be a basis for Stipulating Party to rescind or terminate the Appendix C.

53. If Appendix C is rescinded for any reason, then the balance of the Total Monetary Settlement Amount in the Settlement Fund will be returned to Stipulating Party.

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

55. The Settling Parties' rights to terminate this Settlement and withdraw from Appendix C are a material term of this Settlement.

56. Stipulating Party reserves all of its legal rights and defenses with respect to any claims brought by potential Opt-Out Sellers.

K. Miscellaneous

57. This Appendix C and any actions taken to carry out the Settlement are not intended

to be, nor may they be deemed or construed to be, an admission or concession of liability, or of the validity of any claim, defense, or point of fact or law on the part of any party. Stipulating Party denies the material allegations of the complaints in the Actions and in the other cases in In re Real Estate Commission Antitrust Litigation (MDL No. 3100). Neither this Appendix C, nor the fact of Settlement, nor settlement proceedings, nor the settlement negotiations, nor any related document, shall be used as an admission of any fault or omission by Stipulating Party, or be offered in evidence as an admission, concession, presumption, or inference of any wrongdoing by Stipulating Party in any proceeding.

58. The terms of Appendix C are and shall be binding upon and inure to the benefit of, to the fullest extent possible, each of Plaintiffs and Stipulating Party, and upon all other Persons claiming any interest in the subject matter hereto through any of the Settling Parties, Releasing Parties, Released Parties, and any Settlement Class Members.

59. Any disputes between Stipulating Party and Co-Lead Counsel concerning this Appendix C shall, if they cannot be resolved, be presented first to an agreed mediator for assistance in mediating a resolution and, if a resolution is not reached, to the Court.

60. The provisions of this Appendix C shall, where possible, be interpreted in a manner to sustain their legality and enforceability.

61. Any disputes relating to this Appendix C will be governed by Missouri law without regard to conflicts of law provisions.

62. The Court shall retain jurisdiction over the implementation and enforcement of this Settlement Agreement and Appendix C.

63. This Settlement Agreement and Appendix C constitute the entire agreement among Plaintiffs and Stipulating Party pertaining to the Settlement of any claims or potential claims against Stipulating Party. This Appendix C may be modified or amended only by a writing executed by

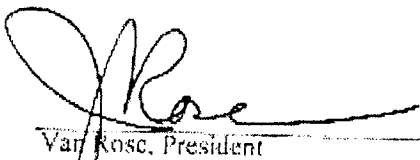
Plaintiffs and Stipulating Party.

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

65. Each of the undersigned attorneys represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Appendix C.

Date: 14th day of June, 2024

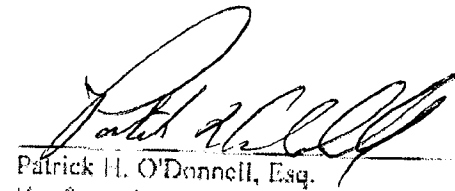
Date: 14th day of June, 2024



Van Rose, President

On behalf of Rose & Womble
Realty Company, LLC

ON BEHALF OF CO-LEAD COUNSEL



Patrick H. O'Donnell, Esq.
Kaufman & Canoles, P.C.
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Email: phodonnell@kaufcan.com

Outside Counsel for Rose & Womble
Realty Company, LLC

Cohen Milstein Sellers & Toll PLLC

EXHIBIT 3B

SWORN DECLARATION OF “TOTAL TRANSACTION VOLUME”

The undersigned, Van Rose, declares under penalty of perjury, pursuant to 28 U.S.C. § 1746, that the following is true and correct.

1. I am over the age of 18 and am competent to make the statements contained in this Declaration. All statements made herein are true and correct to the best of my knowledge and belief.

2. I hold the position of President with Rose & Womble Realty Company, LLC (“R&W”) and I am authorized to make this Declaration.

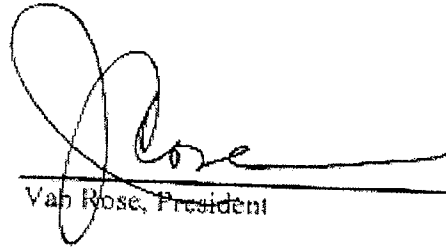
3. R&W selects “Option 2” as it has a good faith belief that it lacks the ability to pay the amount required under “Option 1” of Appendix C to the Settlement Agreement.

3. The “Total Transaction Volume” (as defined in the Settlement Agreement at paragraph 25) is set forth in detail in Exhibit 3 to the Rose & Womble Realty Company, LLC’s Opt-In Election Under Appendix C of the NAR Settlement Agreement and Settlement Offer in Advance of Mediation. Total Transaction Volume by year:

Year	Actual Total Transaction Volume	Ryan Homes	Uncorrected Total Transaction Volume
2020	\$1,817,070,429	\$ 191,785,955	\$2,008,856,384
2021	\$2,029,821,794	\$ 316,218,681	\$2,346,040,475
2022	\$1,674,046,597	\$ 367,740,524	\$2,041,787,121
2023	\$ 559,487,188	\$ 351,614,897	\$ 911,102,085
Total	\$6,080,426,008	\$1,227,360,057	\$7,307,786,065
Average	\$1,520,106,502	\$ 306,840,014	\$1,826,946,516

I declare under penalty of perjury that the foregoing statements are true and correct to the best of my knowledge and belief.

Executed in Norfolk, Virginia.



Van Rose, President

Executed this 14th day of June 2024

EXHIBIT 4

Bryan's Cove – NVR/Ryan Homes

In August of 2017, NVR/Ryan Homes and Exeter Development purchased the community known as Bryan's Cove from the partnership made up of Armada Hoffer and Rose & Womble Realty Company, LLC ("Rose & Womble"), as BC of Deep Creek Development, LLC.

It was agreed upon by all parties that portions of the payments of this purchase by Ryan Homes would come when the Builder, NVR/Ryan Homes would take ownership of the lots Exeter Development would develop for them, in phases.

The total amount of the portion of the payments was broken up by lot, for ease of accounting by all parties and Rose & Womble began receiving repayment on the purchase of the community by Ryan Homes.

The Agreement with NVR/Ryan homes included a marketing arrangement by which Rose & Womble would provide a myriad of services, including events and social media, as requested by Ryan Homes, over a period of five years.

The values seen in payments made from NVR/Ryan Homes include repayment of purchase and marketing fees. This is why when reviewing the full payment breakdown of the Ryan Homes numbers to Rose & Womble, payments are made to individual ownership entities of Armada Hoffer and Rose & Womble. These payments are not in any way commission-related.

Adams Landing – NVR/Ryan Homes and Larrymore Corporation

Larrymore Corporation asked for Rose & Womble's insight, research and support in selling their interest in Adams Landing to NVR/Ryan Homes. In lieu of an upfront fee for services (not commission as this is professional services and not sales), Rose & Womble agreed to be paid when Larrymore Corporation received payment from NVR/Ryan Homes for the readied lots for their homes to be built on.

As noted in the agreement with Larrymore Corporation, Rose & Womble receives a consulting fee paid as lots close. The agreement also states plainly, that there are no commissions committed on this purchase.

RW Towne Realty handling NVR/Ryan Homes Listings in various Multi-Listing Services

Since 2016 through its merger in 2023, Rose & Womble has placed listings for NVR/Ryan Homes in the various multi-listing services, uncompensated. Rose & Womble agreed to do this because Residential DataBank, its statistical research and reporting arm (wholly owned subsidiary), which supplies data for the real estate industry in Hampton Roads and Northeastern North Carolina, was able to use this listing data for statistical purposes. Rose & Womble was never compensated for this service and received no commissions for those listings.



FOR IMMEDIATE RELEASE

A NEW DOMINANT FORCE CHANGES THE FACE OF REAL ESTATE IN SOUTHEASTERN VIRGINIA AND NORTHEAST NORTH CAROLINA.

Rose & Womble Realty Company and Towne Realty, is pleased to announce the most dynamic real estate joint venture as the newest Berkshire Hathaway HomeServices franchisee. This announcement signals a defining moment in real estate in Southeastern Virginia and Northeast North Carolina. It unites the strengths of industry leaders, bringing together unparalleled operational excellence, innovation, and integrity.

“By combining the amazing abilities of nearly 600 residential real estate specialists, plus over 100 luxury home professionals, the best 75 new home sales & marketing associates in Southeastern Virginia and Northeast North Carolina; we assure ourselves for years to come, complete market dominance.” says J. Van Rose, Jr. Executive Chairman of the Board with Berkshire Hathaway HomeServices RW Towne Realty.

“The real estate market is changing and not positioning ourselves for this change wouldn’t be in line with the prudent decisions we have made over the years. The expertise of our experienced and extraordinary agents bring us a 17% market share which is an astounding 11% lead over our closest competitor” noted Barbara Wolcott, Chief Executive Officer with Berkshire Hathaway HomeServices RW Towne Realty.

RW Towne Realty will remain a locally owned company, backed by the strength of Hampton Roads' own TowneBank, which offers the ability to grow our reach in future markets such as Richmond, Raleigh, Charlotte, and beyond. RW Towne Realty brings a tremendous global reach serving Southeastern Virginia and Northeast North Carolina with over 20 locations, over 750 real estate agents, offering a new homes division, relocation, property management, commercial and luxury collection division, along with in-house mortgage and title settlement services for our clients.

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About Berkshire Hathaway HomeServices RW Towne Realty

Berkshire Hathaway HomeServices RW Towne Realty is a leader in Southeastern Virginia and Northeast North Carolina real estate. All sales associates are REALTORS® that are offered extensive industry training and are committed to staying ever aware of local market conditions and trends. Berkshire Hathaway HomeServices RW Towne Realty provides an extensive line of real estate services including new homes, relocation, property management, commercial, and luxury home divisions. Other core service affiliates include RW Towne Mortgage and RW Towne Title and Settlement. Berkshire Hathaway HomeServices RW Towne Realty’s Berkshire Elite Circle ranking is in the top 20 affiliates nationwide in the HSF Affiliates network. For more information, visit www.RWTowne.com

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ROSE & WOMBLE REALTY COMPANY, LLC
Balance Sheet - All Offices
F.S. Format: REFORMATTED

Acct. #	Description	Actual 2021 01/01/2021 To: 12/31/2021	Actual 2022 01/01/2022 To: 12/31/2022	Actual 2023 01/01/2023 To: 12/31/2023	Actual YTD 2024 01/01/2024 To: 05/31/2024
ASSETS					
Cash					
		1,738,587.94	819,402.34	610,121.73	416,254.29
	Southern General Operating	93,847.07	78,267.29	5,000.00	5,000.00
	Southern Auto Draft	1,832,435.01	897,669.63	615,121.73	421,254.29
	TOTAL OPERATING CASH				
ESCROW					
		671,483.35	575,298.35	300,383.35	300,383.35
	Resale Southern Escrow	139,237.00	51,842.00	5,850.00	5,850.00
	New Homes Southern Escrow	7,500.00	1,000.00	500.00	500.00
	NC - Southern Escrow	197,782.33	216,499.51	0.00	0.00
	PM Rental Operating Trust	346,691.00	365,035.50	0.00	0.00
	PM Security Deposit Escrow	38,510.43	38,510.43	0.00	0.00
	Medical Dependent	1,401,204.11	1,248,185.79	306,733.35	306,733.35
	TOTAL ESCROW				
INVESTMENTS					
		246,216.74	246,216.74	240,821.13	236,513.95
	Agent Deferred Contra Tax Acct.	0.00	0.00	-637,862.80	-847,919.56
	RW Towne Realty Investment	246,216.74	246,216.74	-397,041.67	-611,405.61
	TOTAL INVESTMENTS				
ACCOUNTS RECEIVABLE					
		-1,601.78	35,071.03	6,666.35	6,666.35
	Accts. Receivable Agents	560,790.48	274,025.06	0.00	0.00
	Third Party Receivables	10,000.00	34,915.00	0.00	0.00
	R&W Enterprise Acct.Rec	0.00	0.00	0.00	20,000.00
	Other Amounts Receivable	569,188.70	344,011.09	6,666.35	26,666.35
	TOTAL ACCOUNTS RECEIVABLE				
FIXED ASSETS					
		293,295.82	295,988.61	0.00	0.00
	Telephone System	398,931.13	401,646.51	0.00	0.00
	Furniture & Fixtures	331,499.44	128,173.82	0.05	0.05
	Office Equipment	25,508.20	25,508.20	0.00	0.00
	Computer Software	94,393.43	330,271.51	0.00	0.00
	Computer Equipment	-1,387,222.58	-1,466,640.89	-33,600.27	0.00
	Accumulated Depreciation	201,542.00	231,614.70	0.00	0.00
	Leasehold Improvements	78,432.77	78,432.77	48,280.27	0.00
	Automobiles	36,380.21	24,995.23	14,680.05	0.05
	TOTAL FIXED ASSETS				
OTHER ASSETS					
		106,208.44	0.00	0.00	0.00
	156 Morrison Avenue	10,721.08	10,721.08	5,000.00	0.00
	Sec.Dep./ leased offices	3,000.00	3,000.00	0.00	0.00
	Stock - REIN	209,438.22	209,438.22	0.00	0.00
	Organization Costs	-210,990.98	-212,224.32	0.00	0.00
	Amortization	65,300.40	65,300.40	0.00	0.00
	Good Will	-48,330.36	-48,330.36	0.00	0.00
	Accumul.Amort./Goodwill	135,346.80	27,905.02	5,000.00	0.00
	TOTAL OTHER ASSETS				
	TOTAL ASSETS	<u>4,220,771.57</u>	<u>2,788,983.50</u>	<u>551,159.81</u>	<u>143,248.43</u>
LIABILITIES					

ROSE & WOMBLE REALTY COMPANY, LLC

[F.4.1]

Balance Sheet - All Offices
F.S. Format: REFORMATTED

Acct. #	Description	Actual 2021 01/01/2021 To: 12/31/2021	Actual 2022 01/01/2022 To: 12/31/2022	Actual 2023 01/01/2023 To: 12/31/2023	Actual YTD 2024 01/01/2024 To: 05/31/2024
ACCOUNTS PAYABLE					
	Outside Broker Payables	25,808.25	18,047.50	0.00	0.00
	Accounts Payable Vendors	10,675.09	4,818.77	200,000.00	200,000.00
	Commission Payable Agents	537,401.37	263,982.75	0.00	0.00
	TOTAL ACCOUNTS PAYABLE	<u>573,884.71</u>	<u>286,849.02</u>	<u>200,000.00</u>	<u>200,000.00</u>
NOTES PAYABLE					
	TOTAL NOTES PAYABLE	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
ESCROW LIABILITIES					
	Southern Resale Escrow	624,983.35	521,798.35	300,383.35	300,383.35
	Southern New Homes Escrow	130,237.00	51,342.00	5,850.00	5,850.00
	NC Escrow Southern Bank	7,000.00	1,000.00	500.00	500.00
	PM Rental Operating	187,782.33	206,499.51	0.00	0.00
	PM Security Deposit	346,691.00	365,035.50	0.00	0.00
	Medical Dependnet	7,205.63	7,205.63	0.00	0.00
	TOTAL ESCROW LIABILITIES	<u>1,303,899.31</u>	<u>1,152,880.99</u>	<u>306,733.35</u>	<u>306,733.35</u>
OTHER LIABILITIES					
	Agent Deferred	246,216.74	246,216.74	240,821.13	236,513.95
	Year End Accruals	228,656.98	0.00	0.00	0.00
	Dental/Cobra Insurance	271.48	-3,303.50	0.00	0.00
	Disability	571.88	486.25	0.00	0.00
	Dependent/Medical	-316.77	-316.77	0.00	0.00
	Other Deductions	-84,114.06	-18,579.57	0.00	0.00
	State Tax Payable	14.77	-822.09	0.00	0.00
	Business License Tax Liability	286,779.80	235,470.86	0.00	0.00
	Accrual Account	178,557.01	319,246.53	-16,605.36	20,000.00
	Sponsorships	1,867.55	2,239.06	0.00	0.00
	Agent Prebilling	3,570.22	8,717.86	0.00	0.00
	Transfer Account	236.94	-619.69	0.00	0.00
	Manager Recruit Bonus Payable	2,337.89	1,859.83	0.00	0.00
	Agent Bonus Accrual	19,341.61	25,063.05	91,753.90	25,000.00
	TOTAL OTHER LIABILITIES	<u>883,992.04</u>	<u>815,658.56</u>	<u>315,969.67</u>	<u>281,513.95</u>
MANAGER/OWNER OVERRIDES					
	Managers Draws	76,764.57	21,530.70	0.00	0.00
	Owner Overrides - AJZ	-0.01	-0.01	0.00	0.00
	Owner Overrides - JVR, JR	14,504.08	8,527.45	0.00	0.00
	TOTAL MANAGER/OWNER OVERRIDES	<u>91,268.64</u>	<u>30,058.14</u>	<u>0.00</u>	<u>0.00</u>
OWNERS' EQUITY					
	OWNER'S EQUITY	-7,222,844.34	-9,322,844.34	-6,524,006.44	-8,524,006.44
	Retained Earnings	8,590,571.21	9,826,381.13	6,252,463.23	5,879,007.57
	TOTAL OWNERS' EQUITY	<u>1,367,726.87</u>	<u>503,536.79</u>	<u>-271,543.21</u>	<u>-644,998.87</u>
	TOTAL LIABILITIES & OWNERS' EQUITY	<u><u>4,220,771.57</u></u>	<u><u>2,788,983.50</u></u>	<u><u>551,159.81</u></u>	<u><u>143,248.43</u></u>

ROSE & WOMBLE REALTY COMPANY, LLC

[F.4.1]

Income Statement - All Offices
F.S. Format: REFORMATTED

Acct. #	Description	Actual 2021	Actual 2022	Actual 2023	Actual YTD 2024
		01/01/2021 To: 12/31/2021	01/01/2022 To: 12/31/2022	01/01/2023 To: 12/31/2023	01/01/2024 To: 05/31/2024
COMMISSION INCOME					
	(FR) Firm List/Firm Sale	7,492,335.89	5,922,881.01	1,577,077.27	0.00
	(SS) New Homes Site Sale	1,564,341.65	1,139,582.21	501,253.37	0.00
	(FL) Firm List/CoBroke Sale	19,567,706.21	16,839,816.74	5,533,864.32	0.00
	(NL) N/H List/Cobroke Sale	3,961,749.40	3,623,167.12	1,221,133.68	0.00
	MOYOCK / NH CO \$ SPLIT	0.00	0.00	0.00	0.00
	(FS) CoBroke List/Firm Sale	19,234,634.09	15,577,085.65	5,324,674.36	0.00
	(NR) N/H List/Resale Sale	1,187,294.81	479,646.17	125,800.79	0.00
	Rental Referral Income	5,134.43	1,620.55	4,246.30	0.00
	Referral Income	1,055,781.15	980,046.36	399,999.04	0.00
	Outside PM Commissions	356,665.61	377,070.09	127,636.62	0.00
	Other Commission Income	0.00	0.00	0.00	0.00
	TOTAL COMMISSION INCOME	<u>54,425,643.24</u>	<u>44,940,915.90</u>	<u>14,815,685.75</u>	<u>0.00</u>
COMMISSION EXPENSE					
	FL-FS Agent Fees	5,843,599.60	4,638,583.76	1,272,227.39	0.00
	NH Site Agent Fees	929,211.98	682,141.10	308,626.17	0.00
	FL-CS Agent Fees	15,075,823.30	13,274,402.67	4,438,216.09	0.00
	NH List Agent Fees	2,315,692.95	2,111,456.18	715,723.83	0.00
	CL-FS Agent Fees	14,626,407.60	11,996,297.12	4,119,097.11	0.00
	NH List Resale Agt Fees	798,105.53	353,718.03	80,280.85	0.00
	Outside PM Manager Overrides	280,302.18	291,209.81	123,571.14	0.00
	OSC Bonus Expense	30,170.00	20,720.00	8,190.00	0.00
	Agent Bonus Expense	253,818.14	229,347.23	146,606.57	0.00
	Rental Comm Expense	4,036.88	1,247.81	3,254.05	0.00
	Recruiting Bonus	113,872.55	97,687.92	29,232.79	0.00
	Referral Comm. Expense	1,289,951.98	1,326,481.55	455,865.23	0.00
	Other Commission Expense	116,054.83	70,876.35	27,488.10	0.00
	Outside Referral Comm. Expense	1,200.00	2,075.00	825.00	0.00
	PM One Time Rental	800.00	687.50	0.00	0.00
	Hostess Expense	0.00	412.50	172.50	0.00
	TOTAL COMMISSION EXPENSE	<u>41,679,047.52</u>	<u>35,097,344.53</u>	<u>11,729,376.82</u>	<u>0.00</u>
	COMPANY DOLLAR	<u>12,746,595.72</u>	<u>9,843,571.37</u>	<u>3,086,308.93</u>	<u>0.00</u>
OTHER INCOME					
	Credit Report Income	14,549.16	11,510.00	3,150.00	0.00
	Contract Transaction Fees	251,863.09	207,076.47	62,605.00	0.00
	IT Income	98,334.00	83,400.00	24,140.00	0.00
	Rental Income	71.46	0.00	0.00	0.00
	Management Fee	63,444.52	51,550.36	1,400.00	0.00
	Late Fees	12,669.21	20,676.29	6,768.52	0.00
	Return Ck/Admin Fees	1,790.00	3,565.00	690.00	0.00
	Personal Home / Set Up / Admin Fees	0.00	400.00	0.00	0.00
	Lease Renewal Fees	19,775.00	22,400.00	4,850.00	0.00
	Transfer Fee Income	4,050.00	7,721.00	3,845.00	0.00
	Marketing Revenue	101,116.69	140,271.26	33,986.12	0.00
	Subscription Income	44,600.00	40,500.00	1,370.00	0.00
	Defrayment Income	30,000.00	30,000.00	0.00	0.00
	Start-Up Fees & Transfers	5,400.00	5,250.00	900.00	0.00
	Finance Charges	2,794.54	2,344.64	578.68	0.00
	Appfolio Unit Charge	3,158.75	3,671.20	1,612.80	0.00
	Outside PM Administrative Fee	2,525.00	3,950.00	2,440.00	0.00
	Commission Variance Fee	20,595.00	13,800.00	2,600.00	0.00
	REIN Income	76,082.28	91,401.77	65,026.14	120.24
	Income (loss) from Inv in RW Towne Real	0.00	0.00	-2,133,202.00	-210,056.76

Prepared by: JOYCE BURNS
June 13, 2024, 02:27:51 PM

Lone Wolf Technologies [F.4.1]
Back Office (Version 24.06.00)

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CONTAINS CONFIDENTIAL INFORMATION SUBMITTED FOR SETTLEMENT PURPOSES

ROSE & WOMBLE REALTY COMPANY, LLC

[F.4.1]

Income Statement - All Offices

F.S. Format: REFORMATTED

Acct. #	Description	Actual	Actual	Actual	Actual
		2021	2022	2023	YTD 2024
		01/01/2021	01/01/2022	01/01/2023	01/01/2024
		To: 12/31/2021	To: 12/31/2022	To: 12/31/2023	To: 05/31/2024
Miscellaneous Income		46,446.72	61,420.14	162,659.89	26,093.00
One Time Rental		2,050.00	687.50	0.00	0.00
Gain/Loss Disposal Assets		-20,921.25	1,797.57	-4,171.60	5,320.00
Tech Fees		214,636.92	201,770.26	62,416.65	0.00
Credit To E&O Fr/Agts		194,549.66	196,775.00	148,325.00	0.00
OSC & Social Media Income		11,520.00	10,860.00	3,920.00	0.00
TOTAL OTHER INCOME		<u>1,203,100.75</u>	<u>1,212,798.46</u>	<u>-1,544,289.80</u>	<u>-178,523.52</u>
MANAGER COMPENSATION					
Manager Salaries		1,507,478.03	1,391,924.26	525,883.93	0.00
Manager Overrides		1,391,795.32	1,035,166.43	321,875.75	0.00
Manager Bonus		253,531.94	144,317.34	2.47	0.00
Manager Assistance Payments		14,000.00	18,000.00	4,165.00	0.00
Manager P/R Taxes		156,741.75	142,629.04	50,027.20	0.00
Manager Override Offset		-690,567.93	-631,231.04	-222,214.03	0.00
Manager Payroll Reimbursement		0.00	-31,260.00	-10,420.00	0.00
TOTAL MANAGER COMPENSATION		<u>2,632,979.11</u>	<u>2,069,546.03</u>	<u>669,320.32</u>	<u>0.00</u>
MEDIA					
Print Media		21,829.08	14,119.20	533.69	0.00
Online Media		200,525.13	152,675.24	35,702.14	0.00
Marketing Ad Credits for Agents		0.00	599.84	60.00	0.00
Social Media		52,819.03	50,208.38	21,559.62	0.00
Other Advertising		3,098.16	9,037.55	308.00	0.00
TOTAL MEDIA		<u>278,271.40</u>	<u>226,640.21</u>	<u>58,163.45</u>	<u>0.00</u>
WEBSITE & MOBILE					
TOTAL WEBSITE & MOBILE		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
SALES DEVELOPMENT EXPENSE					
Flyers & Brochures		12,116.85	8,569.22	1,985.66	0.00
Name Badges & Welcome Kits		1,342.46	1,281.12	419.32	0.00
Signs		50,545.63	49,806.41	14,978.73	0.00
Customer Relations Management		30,683.45	24,089.00	-23,375.00	0.00
Business Cards		7,757.79	5,951.83	1,560.06	0.00
Recruiting Experienced Agents		8,736.91	4,629.55	556.50	0.00
Annual Awards Breakfast		7,116.28	20,131.87	24,307.30	0.00
Awards, HRRRA & VPAR		42,225.32	45,660.17	29,768.74	0.00
BUILDER MARKETING CREDITS		2,571.75	1,193.31	-31,679.16	0.00
AGENT TRAINING & DEVELOPMENT		9,462.95	34,500.82	0.00	0.00
Other Promotion Expense		17,698.99	8,467.17	3,460.59	0.00
Schools & Classes - AGENTS		4,683.10	4,279.30	706.00	0.00
TOTAL SALES DEVELOPMENT EXP		<u>194,941.48</u>	<u>208,559.77</u>	<u>22,690.74</u>	<u>0.00</u>
STAFF SEMINARS MEETINGS EVENTS					
STAFF Seminars / CLASSES		5,226.26	17,654.15	2,839.30	0.00
Staff Events		3,337.39	65,789.71	1,684.00	0.00
Lodging/Airline/Car Rental		5,525.30	15,973.41	6,545.29	0.00
Meals NONDEDUCTIBLE		91.47	0.00	0.00	0.00
Meals - 50% Deductible		37,442.93	40,869.65	9,224.40	0.00
Membership Dues		62,744.16	28,018.80	30,794.50	0.00
REIN-Terminal/Books/Dues		13,166.50	14,574.50	3,939.00	0.00
TOTAL STAFF SEMINARS MEETINGS EVENT		<u>127,534.01</u>	<u>182,880.22</u>	<u>55,026.49</u>	<u>0.00</u>

ROSE & WOMBLE REALTY COMPANY, LLC

[F.4.1]

Income Statement - All Offices

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Acct. #	Description	Actual 2021 01/01/2021 To: 12/31/2021	Actual 2022 01/01/2022 To: 12/31/2022	Actual 2023 01/01/2023 To: 12/31/2023	Actual YTD 2024 01/01/2024 To: 05/31/2024
COMMUNICATIONS					
	Telephone	49,715.88	52,592.16	16,974.62	0.00
	Cellular Phone	26,796.96	22,781.81	8,375.77	0.00
	Internet Communications	96,572.17	98,484.97	34,111.79	0.00
	TOTAL COMMUNICATIONS	<u>173,085.01</u>	<u>173,858.94</u>	<u>59,462.18</u>	<u>0.00</u>
OCCUPANCY					
	Rent	1,762,038.13	1,719,721.36	423,557.60	-1,000.00
	Furniture & Fixtures	-2,424.12	0.00	0.00	0.00
	Utilities	5,766.96	8,224.44	2,934.08	0.00
	Janitorial	22,286.94	22,999.82	6,980.81	0.00
	Janitorial Supplies	289.50	85.00	0.00	0.00
	Maint/Repairs Building	29,072.93	23,273.36	10,367.76	0.00
	Maint/Repair Grounds	4,342.94	2,880.07	1,335.00	0.00
	Outside Labor	3,707.50	9,413.95	4,733.87	0.00
	Other Occupancy	-2,083.24	-1,383.24	-461.08	0.00
	Capital Expenditures	50,997.54	20,797.29	0.00	0.00
	TOTAL OCCUPANCY	<u>1,873,995.08</u>	<u>1,806,012.05</u>	<u>449,448.04</u>	<u>-1,000.00</u>
MEMBER COMPENSATION					
	Owner Overrides	538,881.33	380,070.78	113,599.03	0.00
	Members' Salaries	758,110.50	675,031.50	341,569.15	0.00
	Members' Benefits Package	3,199.06	3,302.19	270.43	0.00
	Members' Reimbursed Compensation	-130,043.53	-51,756.00	-17,252.00	0.00
	Members' Soc. Security Taxes	26,560.77	27,342.03	14,437.66	0.00
	Members' Medicare Taxes	11,016.63	9,771.69	3,376.50	0.00
	TOTAL MEMBER COMPENSATION	<u>1,207,724.78</u>	<u>1,043,762.19</u>	<u>456,000.77</u>	<u>0.00</u>
OFFICE PERSONNEL COMPENSATION					
	Support Staff Salaries	2,319,406.81	2,261,605.48	590,974.30	0.00
	Support Staff Overtime	22,362.64	11,620.58	3,550.59	0.00
	Support Staff Benefits Pkg	273,958.47	266,731.64	87,115.73	0.00
	Support Staff Soc.Sec.Taxes	145,333.59	148,994.30	33,247.63	901.94
	Support Staff Medicare Taxes	34,554.04	34,852.53	10,710.69	0.00
	FUTA/SUTA Taxes	8,854.00	8,119.13	3,848.10	0.00
	Outside Labor	3,915.45	0.00	0.00	0.00
	Payroll Services	12,050.05	13,053.64	5,821.86	635.00
	Payroll Reimbursement	-278,253.14	-214,262.25	-42,717.21	0.00
	COVID CREDITS	-7,975.21	0.00	0.00	0.00
	Other Salary & Personnel	156,543.29	135,224.12	9,552.00	0.00
	TOTAL OFFICE PERSONNEL COMPENSATION	<u>2,690,749.99</u>	<u>2,665,939.17</u>	<u>702,103.69</u>	<u>1,536.94</u>
OFFICE SUPPLIES AND EQUIPMENT					
	Coffee, Water & Snacks	15,575.27	15,569.31	6,625.88	0.00
	Equip.Maintenance Contracts	141,313.14	149,211.93	33,790.47	0.00
	Equip.Rental/Lease Contracts	67,668.77	55,849.19	14,823.40	0.00
	Copier Usage Overage	2,564.35	4,927.73	2,944.14	0.00
	Equipment Supplies	9,727.15	8,247.62	7,383.73	0.00
	Copier/Computer/Fax Paper	11,192.62	9,898.12	4,203.82	0.00
	General Office Supplies	37,275.05	39,278.20	12,351.79	46.79
	Printing & Paper Stock	8,325.56	7,176.33	3,641.79	0.00
	Postage & Shipping	6,831.87	6,137.93	6,447.07	0.00

ROSE & WOMBLE REALTY COMPANY, LLC

[F.4.1]

Income Statement - All Offices
F.S. Format: REFORMATTED

Acct. #	Description	Actual 2021 01/01/2021 To: 12/31/2021	Actual 2022 01/01/2022 To: 12/31/2022	Actual 2023 01/01/2023 To: 12/31/2023	Actual YTD 2024 01/01/2024 To: 05/31/2024
	Postage Credits for Agents	34,865.20	37,753.03	12,866.12	0.00
	TOTAL OFFICE SUPPLIES AND EQUIPMENT	335,338.78	334,049.39	105,078.21	46.79
PROFESSIONAL AND CONSULTING FEES					
	Consulting Fees	89,154.28	136,047.98	40,000.00	143,528.46
	Professional Fees	57,667.69	55,133.11	176,512.27	34,484.55
	TOTAL PROFESSIONAL AND CONSULTING F	146,821.97	191,181.09	216,512.27	177,993.01
TAXES, LICENSES AND INSURANCE					
	Licenses/Agents	6,917.00	5,628.27	1,698.00	362.00
	Insurance-Gen.Liability	30,749.32	57,268.98	12,101.80	0.00
	Insurance-Errors & Omissions	60,540.31	57,460.01	-2,879.37	0.00
	Business License Tax	100,894.20	77,900.20	-4,909.58	-28,364.67
	Personal Property & RE Tax	21,159.80	23,337.31	11,036.30	87.71
	TOTAL TAXES, LICENSES AND INSURANCE	220,260.63	221,594.77	17,247.15	-27,914.96
OTHER EXPENSES					
	Computer Support	52,811.10	54,086.77	22,254.98	0.00
	Backups Software & Domains	323,643.99	360,293.87	122,281.01	0.00
	Subscriptions	38,908.51	34,506.18	15,051.54	0.00
	Credit Reports	12.50	0.00	0.00	0.00
	Detainer Fees (Prop. Mgmt.)	19.41	-1,114.00	378.00	0.00
	Computer Software	12,853.73	12,120.00	5,455.54	0.00
	Gifts, Flowers, Etc.	35,370.22	17,909.42	7,187.39	0.00
	Auto Expense	54,668.75	45,958.15	20,910.63	1,558.33
	Mileage Reimbursement	2,652.15	3,086.25	1,743.49	0.00
	Agent Fines	1,600.00	1,050.00	200.00	0.00
	Service Charges & Late Fees	11,086.83	9,453.87	6,284.71	339.45
	Contributions/Donations	12,305.00	15,792.32	4,905.25	0.00
	Unrecoverable Accounts	-9,366.99	658.83	5,372.87	0.00
	Depreciation	174,166.11	268,871.08	6,145.69	0.00
	Amortized Exp/Goodwill	1,572.87	1,233.34	308.96	0.00
	Discount Credit	-1,030.00	-230.00	0.00	0.00
	Agent Deferred Benefit Payout	6,689.00	0.00	5,395.61	4,307.18
	Miscellaneous Expense	10,319.00	4,860.00	11,008.05	37,965.40
	TOTAL OTHER EXPENSES	728,292.18	828,536.08	234,883.72	44,270.36
	TOTAL EXPENSES	10,609,994.42	9,952,559.91	3,045,937.03	194,932.14
INTEREST INCOME AND EXPENSE					
	Interest Expense	164.57	0.00	0.00	0.00
	TOTAL INTEREST INCOME AND EXPENSE	-164.57	0.00	0.00	0.00
NET INCOME (BEFORE ALLOCATIONS)					
	Net Income or Loss Before Allocations	3,339,537.48	1,103,809.92	-1,503,917.90	-373,455.66
LESS: ALLOCATIONS					
	Corporate Admin Exp/Credit	0.00	0.00	0.00	0.00
	Marketing Admin Exp/Credit	0.00	0.00	3,000.00	0.00
	IT & Web Info Admin Exp/Credit	0.00	0.00	0.00	0.00
	Moyock Allocation	0.00	0.00	0.00	0.00
	RELO ALLOCATION	0.00	0.00	0.00	0.00

ROSE & WOMBLE REALTY COMPANY, LLC

Income Statement - All Offices
 F.S. Format: REFORMATTED

Acct. #	Description	Actual	Actual	Actual	Actual
		2021	2022	2023	YTD 2024
		01/01/2021	01/01/2022	01/01/2023	01/01/2024
		To: 12/31/2021	To: 12/31/2022	To: 12/31/2023	To: 05/31/2024
		0.00	0.00	0.00	0.00
	RDB ALLOCATION	-183,999.96	-132,000.00	-33,000.00	0.00
	RWCPM ALLOCATION	-183,999.96	-132,000.00	-30,000.00	0.00
	TOTAL ALLOCATIONS				
	NET INCOME OR (LOSS)	<u>3,523,537.44</u>	<u>1,235,809.92</u>	<u>-1,473,917.90</u>	<u>-373,455.66</u>

EXHIBIT 7

Rose & Womble Realty Company Funds Available after Liabilities

CONTAINS CONFIDENTIAL INFORMATION SUBMITTED FOR SETTLEMENT PURPOSES

Sources of Funds:

Cash Balance 5/31/2024	421,254.29
Accounts Receivable - Agents	6,666.35
Receivable for sale of vehicle	20,000.00
Total Funds Available	447,920.64

Funds Required for:

Payable for leasehold improvements	200,000.00	Contractually pay over next 4 mos.
Accrued Legal Fees	20,000.00	Currently due
Bonuses payable to agent	25,000.00	Due May 2025
Total Funds Required	245,000.00	

Net Available Funds

202,920.64

Other Assets / Liabilities Not Included above

Escrow Funds Summary

Cash Balance of Escrow accounts	306,733.35
Escrow Account Liability	306,733.35
Funds available from Escrow	0.00

Investment in RW Towne Realty as of 12/31/23 (637,862.80)

Additional losses in RW Towne Realty as of May 31, 2024 (210,056.76)

Line of Credit of RW Towne Realty Payable as of May 31, 2024 600,000.00