



participate in the Settlement in exchange for, among other things: (1) contributing a payment to the Settlement’s Global Settlement Fund; (2) committing to certain practice changes; and (3) agreeing to terms substantially similar to those of the Opt-In Agreement attached as Appendix A to the Agreement. (*Id.* at 8) (summarizing the Settlement’s opt-in procedure); (Settlement Agreement ¶¶ 35-41). This opt-in mechanism “deliver[s] significant value to the Settlement Class by . . . grow[ing] the Global Settlement Fund” over time and providing additional monetary compensation to the Settlement Class Members. (Dkt. 58 at 2).

The Settlement’s Opt-In Period is open until April 13, 2026. (Dkt. 62). Plaintiffs are pleased to report that they have already secured Opt-In Agreements from a number of entities to join the Settlement and make significant monetary contributions that will collectively exceed the settlement’s “Threshold Amount.” (Dkt. 58 at 9). Each of these agreements is the result of extensive, arms-length negotiations, including separate mediations overseen by the Court-appointed Special Master for Mediation, Judge James F. Holderman (ret.) of JAMS Chicago.

Although the Court has already preliminarily approved the Settlement and its opt-in procedures, out of an abundance of caution, Plaintiffs respectfully request that the Court enter an order preliminarily approving the Opt-In Agreements with the Opt-In Settlers submitted with this Motion. To avoid repetition, Plaintiffs incorporate by reference their Preliminary Approval Motion (Dkt. 58), the Parties’ Class Settlement Agreement (Dkt. 58-1), and the Court’s Preliminary Approval Order (Dkt. 65), which fully describe the Settlement’s terms and support the fairness and adequacy of the Settlement and Opt-In Agreements.

## **II. DISCUSSION**

### **A. The Opt-In Agreements Are Fair, Reasonable, And Adequate And Consistent With The Court-Approved Class Settlement Agreement.**

By this Motion, Plaintiffs seek preliminary approval of Opt-In Agreements reached with

the following Opt-In Settlers: The Keyes Company and Illustrated Properties, LLC; Anywhere Real Estate Inc.<sup>2</sup>; The Real Brokerage Inc. and Real Broker, LLC; and Vanguard Properties, Inc. As stated above, each of these Opt-In Settlers participated in a separate mediation with the Special Master for Mediation. *T.K. ex. rel. Leshore v. Bytedance Technology Co., Ltd.*, No. 19-CV-7915, 2022 WL 888943, at \*11 (N.D. Ill. Mar. 25, 2022) (“The best evidence of a truly adversarial bargaining process is the presence of a neutral third-party mediator.” (quoting 4 William Rubenstein, *Newberg on Class Actions* § 13:50 (5th ed. 2021))).

These mediations were attended by lead counsel for Plaintiffs, lead counsel for each Opt-In Settlor, and key executives from each entity. (Declaration of Paul T. Geske ¶ 8, hereinafter “Geske Decl.”). Further, each agreement was reached only after intensive negotiations, the exchange of mediation briefs and other relevant information, and weeks of direct negotiations over limited modifications to the terms of each Opt-In Settlor’s Opt-In Agreement, where appropriate. (*Id.* ¶¶ 8-10); (*see also* Settlement Agreement ¶ 36) (directing Class Counsel to “use their best efforts to resolve Released Claims with the National Association of REALTORS®, and any real estate brokerage, franchisor, or real estate company that is not a Party to this Settlement Agreement during the Opt-In Period.”).

The proposed Opt-In Agreements incorporate the same Settlement Class definition as in the original Class Settlement Agreement and provide prospective relief to the Settlement Class Members by requiring that the Opt-In Settlers agree to implement or maintain practice changes identical to those set forth in the Settlement Agreement. (*See generally* Exs. 1-4 to Geske Decl.). These practice changes are aimed at addressing the conduct that led to the Litigation. (Settlement

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<sup>2</sup> On January 9, 2026, Anywhere Real Estate Inc. (“Anywhere”) was acquired by Compass, Inc. and became a corporate affiliate of At World Properties (“@properties”), one of the original Settling Defendants in this case. After Anywhere became a corporate affiliate of @properties, it engaged in a mediation with Plaintiffs.

Agreement ¶ 78); (Dkt. 58 at 8, 24).

In addition to practice changes, the Opt-In Settlers have agreed to collectively contribute \$10,787,500.00 to the Global Settlement Fund, bringing the total of all monetary contributions thus far to \$13,989,500.00. (Geske Decl. ¶¶ 16-17).<sup>3</sup> Following final approval, the Global Settlement Fund—including contributions from both the initial Settling Defendants and all Opt-In Settlers—will be distributed in accordance with the Settlement Agreement and the Court-approved plan of allocation. (Settlement Agreement ¶¶ 69-71). When Plaintiffs submit their plan of allocation, they will propose a formula under which each payment to a Settlement Class Member will be determined equitably according to a pro rata formula for allocation. Thus, no group or individual will be unfairly advantaged or disadvantaged, and the Settlement will fully comply with the Rule 23(e)(2) requirement that the Settlement “treats class members equitably relative to each other.”

The Opt-In Settlers’ monetary contributions are fair, reasonable, and adequate when considering the substantial benefits to the Settlement Class Members balanced against the risks, cost, and delay of litigation, as well as limitations on certain Opt-In Settlers’ ability to pay the full amount of any trial judgment entered against them. (Geske Decl. ¶ 19). Further, as noted above, the Opt-In Settlers’ contributions will take the Global Settlement Fund past the Threshold Amount and thus secure the Settlement’s benefits for Class Members. (*Id.* ¶ 17); (*see also* Dkt. 58 at 9 n.5).

Indeed, the monetary relief contributed by the Opt-In Settlers delivers an excellent result for the Settlement Class given the risks of this indirect-purchaser litigation. (Dkt. 58 at 24-26); (Geske Decl. ¶ 19). Another court in this District has already held that homebuyers are indirect

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<sup>3</sup> As with the Settling Defendants, the amount of each individual Opt-In Settlor’s payment is being submitted to the Court for *in camera* review and will remain confidential until the dissemination of Class Notice. (*See* Agreement ¶ 43).

purchasers who cannot seek damages under the Sherman Act. *See generally Leeder v. Nat'l Assoc. of Realtors*, 601 F. Supp. 3d 301, 309 (N.D. Ill. 2022) (citing *Ill. Brick Co. v. Ill.*, 431 U.S. 720, 729 (1977)). This finding creates a risk that recovering damages for homebuyers' state law claims would be limited to only those states with *Illinois Brick* repealer statutes.

Further, proving the amount of damages poses challenges here, since homebuyers must establish that the allegedly higher buyer-broker commissions were passed on to them through the increased prices of the homes they bought. Proving up a passthrough theory will require significant expert work and attorney investment, driving up the costs and risk to the Settlement Class.

It's also worth emphasizing that a litigation class has not yet been certified and would be highly contested. The prospect of adversarial class certification presents serious risks on its own. *See Fed. R. Civ. P. 23(e)(2)*, Advisory Committee's Note to 2018 Amendment; *see also Hudson v. Libre Tech., Inc.*, No. 3:18-cv-1371-GPC-KSC, 2020 WL 2467060, at \*6 (S.D. Cal. May 13, 2020) ("Proceeding in this litigation in the absence of settlement poses various risks such as failing to certify a class."). Additionally, Plaintiffs' claims have not yet reached the summary judgment stage. Although Plaintiffs are confident they would prevail on the merits and at class certification, they recognize the risks posed by further litigation.

In sum, "any relief to class members would still be far down the road and may ultimately be entirely denied." *Charvat v. Valente*, No. 12-cv-05746, 2019 WL 5576932, at \*7 (N.D. Ill. Oct. 29, 2019). In contrast, "[a]pproving the proposed settlement agreement will end the case and cause benefits to flow in short order." *Id.*; *see also Young v. Rolling in the Dough, Inc.*, No. 1:17-cv-07825, 2020 WL 969616, at \*5 (N.D. Ill. Feb. 27, 2020) ("If this case had been litigated to conclusion, all that is certain is that plaintiffs would have spent a large amount of money, time, and effort."). The Opt-In Settlement provides meaningful relief to the Settlement Class, avoiding

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

Prior to reaching agreement with each Opt-In Settlor, Class Counsel undertook significant research into each Opt-In Settlor's involvement in the alleged conspiracy to raise, fix, maintain, or stabilize real estate broker commissions in violation of Section 1 of the Sherman Act, state antitrust laws, and state consumer protection laws, including their participation in the National Association of Realtors® ("NAR"), their role and relative size in the real estate broker services market, and their adoption, implementation, and enforcement of the challenged NAR rules at issue. As one example, Class Counsel issued a document subpoena to Anywhere and received an extensive document production comprising 7,076 documents, totaling 155,874 pages and 2,496 native documents, for a total production size of 57.27 gigabytes.<sup>4</sup> This gave Class Counsel more than "an adequate information base" on which to negotiate. *T.K.*, 2022 WL 888943, at \*11.

Lastly, the Opt-In Agreements also include other edits or additions where appropriate to address each Opt-In Settlor's potential exposure and other company-specific matters. For example, in Anywhere's Opt-In Agreement, the Class Period was extended to include all time periods covered by this case and other, concurrent homebuyer antitrust litigation such as *Batton v. The Nat'l Assoc. of REALTORS®*, No. 21-cv-00430 (N.D. Ill.).<sup>5</sup> (Ex. 4 to Geske Decl. at 2-3). This modified Class Period was necessary to provide finality against all litigation for Opt-In Settlers who are defendants in separate litigation, such as Anywhere.

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<sup>4</sup> This production included documents Anywhere originally produced in connection with home seller antitrust litigation, including *Sitzer, et al. v. The National Association of Realtors, et al.*, No. 4:19-cv-00332 (W.D. Mo.), *Moehrl, et al. v. The National Association of Realtors, et al.*, No. 1:19-cv-01610 (N.D. Ill.), and *Nosalek, et al. v. MLS Property Information Network, Inc., et al.*, No 1:20-cv-12244 (D. Mass.).

<sup>5</sup> On February 2, 2026, Plaintiffs in *Batton, et al. v. The National Association of Realtors, et al.*, No. 1:21-cv-00430 (N.D. Ill.) filed a Motion for Preliminary Approval of a settlement with Keller Williams Realty. (Dkt. 262). That settlement was preliminarily approved on February 12, 2026. (*Id.* Dkt. 269.) Unlike the Opt-In Settlements here, the Keller Williams settlement encompasses homebuyer claims that have already been released (76-79% of all such claims) in home seller settlements, not just the buyer-only claims that were not released (21-24% of buyer claims).

Plaintiffs may reach additional settlements with other Opt-In Settlers or Defendants in this case. To promote efficient use of Settlement funds and class notice resources, and to avoid confusion to the Class Members, Plaintiffs intend to combine the dissemination of Class Notice of the Settlement. Plaintiffs will file, at a later date, a separate Notice Motion for approval of the form and manner of class notice. (Settlement Agreement ¶ 19).

**B. The Opt-In Settlers Should Be Added To Plaintiffs’ Consolidated Class Action Complaint To Facilitate Their Participation In The Settlement.**

Together with this Motion, Plaintiffs have moved for leave to file an amended consolidated class action complaint that includes the Opt-In Settlers that have not already been named as Defendants in this action. Plaintiffs’ operative Consolidated Class Action Complaint (Dkt. 70, the “Consolidated Complaint”) already references the Opt-In Settlers as co-conspirators (*see, e.g., id.* ¶¶ 47-50), so the claims against the Opt-In Settlers share numerous common questions of law and fact with the existing action, including because they involve the same or similar allegedly unlawful conduct and the same alleged commission-fixing conspiracy.

In addition, permitting the Opt-In Settlers to join will not delay the proceedings or otherwise prejudice the adjudication of the underlying case. To the contrary, adding the Opt-In Settlers as defendants provides an efficient procedural mechanism to allow them to participate in the existing Settlement. Accordingly, Plaintiffs seek to amend their Consolidated Complaint to formally bring these entities into the case and the Settlement.

**III. CONCLUSION**

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

Dated: February 23, 2026

Respectfully Submitted,

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

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

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Class*

**CERTIFICATE OF SERVICE**

I, the undersigned, hereby certify that on February 23, 2026 I caused the foregoing *Plaintiffs' Unopposed Motion and Memorandum for Preliminary Approval of Settlements With Brokerages Opting Into the Court Approved Class Settlement Agreement* to be electronically filed with the Clerk of the Court using the CM/ECF system. A copy of said document will be electronically transmitted to all counsel of record.

/s/ Paul T. Geske



Court Approved Class Settlement Agreement being filed herewith.

4. On October 16, 2025, the Court entered its Preliminary Approval Order granting preliminary approval to the Class Settlement Agreement<sup>1</sup> with the Settling Defendants. (Dkt. 65).

5. The Court-approved Settlement includes a mechanism by which “The National Association of REALTORS®, and any real estate brokerage, franchisor, or real estate company that is not a Party to th[e] Settlement Agreement” can elect to opt into the Settlement in exchange for fulfilling certain conditions and making a monetary contribution to the Settlement’s Global Settlement Fund, among other things. (Settlement Agreement ¶¶ 35-36); (Dkt. 58 at 8) (summarizing the Settlement’s opt-in procedure).

6. As part of the Court-approved opt-in procedure, the Court has appointed Judge James F. Holderman (ret.) of JAMS Chicago to serve as the Special Master for Mediation and conduct, supervise, and oversee mediations with non-parties who elect to attend a mediation in an effort to become an Opt-In Settlor. (Settlement Agreement ¶¶ 32-34).

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

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

- A mediation with Vanguard Properties, Inc. on August 12, 2025;
- A mediation with The Keyes Company and Illustrated Properties, LLC on

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

August 27, 2025;

- A mediation with The Real Brokerage Inc. and Real Broker, LLC on December 16, 2025; and
- A mediation with Anywhere Real Estate Inc.<sup>2</sup> on February 4, 2026.

9. Each of these mediations was conducted separately and at arms' length, and involved the exchange of mediation submissions including briefs, position statements, and other information unique to each party.

10. These negotiations culminated in the execution of an Opt-In Agreement with each potential Opt-In Settlor, which are being submitted to the Court for approval.

11. Attached hereto as Exhibit 1 is the executed Opt-In Agreement with Vanguard Properties, Inc.

12. Attached hereto as Exhibit 2 is the executed Opt-In Agreement with The Keys Company and Illustrated Properties, LLC.

13. Attached hereto as Exhibit 3 is the executed Opt-In Agreement with The Real Brokerage Inc. and Real Broker, LLC.

14. Attached hereto as Exhibit 4 is the executed Opt-In Agreement with Anywhere Real Estate Inc.

15. Based on Class Counsel's investigation of the potential claims against each Opt-In Settlor, together with years of experience prosecuting other class action litigation in courts nationwide, I believe that the above Opt-In Agreements are in the best interests of the Plaintiffs and the other Settlement Class Members. In particular, I, along with the other attorneys serving

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<sup>2</sup> On January 9, 2026, Anywhere was acquired by Compass, Inc. and became a corporate affiliate of At World Properties (@properties"), one of the original Settling Defendants in this case. After Anywhere became a corporate affiliate of @properties, it engaged in a mediation with Plaintiffs.

as Class Counsel, have concluded that the relief provided under each Opt-In Settlor's Opt-In Agreement is fair, reasonable, and adequate in light of the risks of further litigation.

16. Pursuant to the above Opt-In Agreements, this initial group of potential Opt-In Settlers have committed to pay a total of \$10,787,500.00 into the Settlement's Global Settlement Fund if the Settlement is finally approved.

17. If approved, the Opt-In Settlers' contributions, together with the \$3,202,000.00 in contributions from the initial Settling Defendants, will bring the total of all monetary relief provided under the Settlement to \$13,989,500.00. This amount exceeds the Settlement's "Threshold Amount" and will enable the Settlement to proceed to the next phase. (Settlement Agreement ¶¶ 82-83); (Dkt. 58 at 9 n.5).

18. Because the Opt-In Period is open until April 13, 2026 (Dkt. 62), the Settlement's Global Settlement Fund has the potential to continue to grow, which will translate into higher payments to the Settlement Class Members and deliver significant value.

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

20. Class Counsel have diligently prosecuted the Settlement Class Members' claims

and dedicated substantial time and resources to this Litigation. We will continue to dedicate the time and resources necessary to effectuate the Settlement and to advocate on behalf of the Settlement Class Members through final approval.

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

Executed on February 23, 2026 in Chicago, Illinois.

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

# Exhibit 1



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

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

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

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

**B. Definitions**

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

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

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

3. “Released Claims” means any and all state and federal claims regardless of the cause of action arising from or related, directly or indirectly, to conduct that was or could have been alleged in the Litigation based on any or all of the same factual predicates as those claims, including but not limited to claims based on antitrust laws, consumer protection or other state laws, and/or anticompetitive conduct relating to the commissions negotiated, offered, obtained, or paid to brokerages, or the impact of the foregoing on the purchase price, in connection with the purchase of residential real estate.

4. “Released Parties” means Opt-In Settlor and all of its respective past, present, and future direct and indirect parents (including holding companies), subsidiaries, related entities and affiliates, associates (all as defined in SEC Rule 12b-2 promulgated pursuant to the Securities

Exchange Act of 1934), predecessors, and successors, and all of their respective franchisees, sub-franchisors, licensees, officers, directors, managing directors, shareholders, members, managers, employees, agents, contractors, independent contractors, attorneys, legal or other representatives, accountants, auditors, experts, trustees, trusts, heirs, beneficiaries, estates, executors, administrators, insurers, and assigns, and all of their franchisees' and sub-franchisors' and licensees' officers, directors, shareholders, members, managers, managing directors, employees, agents, and independent contractors. This Opt-In Agreement shall not result in the release of any claims against any other party or non-party not specifically listed herein.

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

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

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

8. “Opt-In Settlor Monetary Amount” shall be [REDACTED]

9. For purposes of this Opt-In Agreement, the “Litigation” shall include the claims asserted against Vanguard Properties in *Cwynar v. Real Brokerage, Inc.* et al., No. 1:25-cv-07289 (N.D. Ill.).

**C. Operation of the Settlement**

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

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

**D. Stipulation to Class Certification**

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

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

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

**E. Approval of this Opt-In Agreement**

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

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

17. To the extent the Court finds that this Opt-In Agreement does not meet the standard for preliminary approval, Plaintiffs and Opt-In Settlor will negotiate in good faith to attempt to

modify the Opt-In Agreement to be resubmitted for approval, either directly or with the option of seeking assistance of the Special Master for Mediation, and will endeavor to resolve any issues to the satisfaction of the Court.

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

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

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

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

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

- a. certifying the Settlement Class, pursuant to Rule 23 of the Federal Rules of Civil Procedure, solely for purposes of the Settlement;
- b. approving finally the Class Settlement Agreement and Opt-In Agreement and their terms as being a fair, reasonable and adequate settlement as to the Settlement Class Members within the meaning of Rule 23 of the Federal Rules of Civil Procedure and directing its consummation according to its terms;
- c. directing that, as to Opt-In Settlor only, the Litigation be dismissed with prejudice and, except as provided for herein, with each party to bear his/her/its own fees and costs;
- d. reserving exclusive jurisdiction over the Settlement and this Opt-In Agreement, including the interpretation, administration, consummation, and enforcement of the Settlement, to the United State District Court for the Northern District of Illinois, Eastern Division; and,

- e. determining under Federal Rule of Civil Procedure 54(b) that there is no just reason for delay and directing that the judgment in the Litigation as to Opt-In Settlor shall be final.

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

**F. Releases, Discharge, and Covenant Not to Sue**

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

from the beginning of time through the date of Class Notice; and (b) agrees and covenants not to sue any of the Released Parties with respect to any Released Claims. For avoidance of doubt, this release extends to, but only to, the fullest extent permitted by law.

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

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

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

whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

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

**G. Practice Changes**

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

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

- ii. require that any company-owned brokerages and their agents (and recommend and encourage that any franchisees and their agents) disclose to prospective home sellers and buyers and state in conspicuous language that broker commissions are not set by law and are fully negotiable (a) in their listing agreement if it is not a government or MLS-specified form, (b) in their buyer representation agreement if there is one and it is not a government or MLS-specified form, and (c) in pre-closing disclosure documents if there are any and they are not government or MLS-specified forms. In the event that the listing agreement, buyer representation agreement, or pre-closing disclosure documents is a government or MLS-specified form, then the Opt-In Settlor will require that any company-owned brokerages and their agents (and recommend and encourage that any franchisees and their agents) include a disclosure with conspicuous language expressly stating that broker commissions are not set by law and are fully negotiable;
- iii. prohibit all company-owned brokerages and their agents acting as buyer representatives (and recommend and encourage that any franchisees and their agents acting as buyer representatives refrain) from advertising or otherwise representing that their services are free unless they will receive no financial compensation from any source for those services;
- iv. require that company owned brokerages and their agents disclose at the earliest moment possible any offer of compensation made in connection with each home marketed to prospective buyers in any format;

- v. prohibit company owned brokerages and their agents (and recommend and encourage that any franchisees and their agents refrain) from utilizing any technology or taking manual actions to filter out or restrict listings that are searchable by and displayed to consumers based on the level of compensation offered to any cooperating broker, unless directed to do so by the client (and eliminate any internal systems or technological processes that may currently facilitate such practices);
- vi. advise and periodically remind company owned brokerages and their agents of their obligation (and recommend and encourage that any franchisees and their agents) show properties regardless of the existence or amount of compensation offered to buyer brokers or other buyer representatives provided that each such property meets the buyer's articulated purchasing priorities;
- vii. for each of the above points, for company owned brokerages, franchisees, and their agents, develop training materials consistent with the above relief and eliminate any contrary training materials currently used.

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

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

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

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

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

#### **H. The Opt-In Settlor Monetary Amount**

32. As consideration for the agreements and releases set forth herein, and in exchange for the full, complete, and final settlement of the claims asserted in the Litigation as provided in this Agreement, Opt-In Settlor shall deposit the Opt-In Settlor Monetary Amount into the Escrow Account as follows: in one lump sum within 30 days following entry of an order granting preliminary approval of this Opt-In Agreement.

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

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

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

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

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

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

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

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

**J. Rescission**

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

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

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

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

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

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

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

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

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

**K. Procedures Relating to Inclusion of Opt-In Settlor in *Tuccori* Action**

48. Vanguard Properties is presently named as a defendant in *Cwynar v. Real Brokerage, Inc.*, No. 1:25-cv-07289 (N.D. Ill.), and that action is stayed as to Vanguard Properties. Plaintiffs intend to seek preliminary approval of this Opt-In Agreement in conjunction with the Settlement in *Tuccori v. At World Properties, LLC*, No. 1:24-cv-00150 (N.D. Ill.). Solely for purposes of seeking preliminary and final approval of this Opt-In Agreement, Plaintiffs will file

an amended complaint in the *Tuccori* action that includes Vanguard Properties among the defendants.

49. Vanguard Properties' inclusion in the *Tuccori* action shall be solely for purposes of settlement approval. Vanguard Properties expressly reserves all defenses, including but not limited to jurisdictional and venue defenses, and does not waive any defenses by opting into this Settlement.

50. Once the Settlement becomes Effective, Plaintiffs agree to dismiss Vanguard Properties with prejudice from the *Tuccori* action in accordance with Paragraph 22 above and from the *Cwynar* action by notice of dismissal, with each party bearing his/her/its own attorneys' fees and costs.

51. In the event preliminary approval of this Opt-In Agreement is denied with prejudice in the *Tuccori* action, Plaintiffs shall file a notice of voluntary dismissal without prejudice of Vanguard Properties from the *Tuccori* action within ten (10) court days of the date of the Court's order denying preliminary approval.

52. Plaintiffs shall make a timely and appropriate request in the *Tuccori* action that the Court stay Vanguard Properties' deadline to file and serve a responsive pleading in the *Tuccori* action pending the Court's determination of preliminary settlement approval. Vanguard Properties agrees to reasonably cooperate with Plaintiffs in submitting joint filings and taking any other appropriate actions to stay the deadline for Vanguard Properties' responsive pleading in *Tuccori*.

**L. Miscellaneous**

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

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

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

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

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

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

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

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

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

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

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**FOR PLAINTIFFS & SETTLEMENT CLASS COUNSEL**

*Paul T. Geske*  
By: Paul T. Geske

Dated: February 20, 2026

**FOR VANGUARD PROPERTIES, INC.**

DocuSigned by:  
  
By: Jennifer Supman, Senior Vice President & General Counsel

Dated: February 20, 2026

# Exhibit 2



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

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

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

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

**B. Definitions**

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

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

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

3. “Released Claims” means any and all state and federal claims regardless of the cause of action arising from or related to conduct that was or could have been alleged in the Litigation based on any or all of the same factual predicates as those claims, including but not limited to claims based on antitrust laws, consumer protection or other state laws, and/or anticompetitive conduct relating to the commissions negotiated, offered, obtained, or paid to brokerages, or the impact of the foregoing on the purchase price, in connection with the purchase of residential real estate.

4. “Released Parties” means Opt-In Settlor and all of its respective past, present, and future direct and indirect parents (including holding companies), subsidiaries, related entities and affiliates, associates (all as defined in SEC Rule 12b-2 promulgated pursuant to the Securities Exchange Act of 1934), predecessors, and successors, and all of their respective franchisees, sub-franchisors, licensees, officers, directors, managing directors, shareholders, members, managers,

employees, agents, contractors, independent contractors, attorneys, legal or other representatives, accountants, auditors, experts, trustees, trusts, heirs, beneficiaries, estates, executors, administrators, insurers, and assigns, and all of their franchisees' and sub-franchisors' and licensees' officers, directors, shareholders, members, managers, managing directors, employees, agents, and independent contractors. This Opt-In Agreement shall not result in the release of any claims against any other party or non-party not specifically listed herein.

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

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

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

8. "Opt-In Settlor Monetary Amount" shall be [REDACTED]

**C. Operation of the Settlement**

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

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

**D. Stipulation to Class Certification**

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

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

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

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

**E. Approval of this Opt-In Agreement**

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

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

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

17. Plaintiffs and Opt-In Settlor agree to the use of the Settlement Administrator to administer the Settlement's notice and claims process. Subject to approval by the Court, the

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

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

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

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

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

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

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

**F. Releases, Discharge, and Covenant Not to Sue**

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

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

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS  
THAT THE CREDITOR OR RELEASING PARTY DOES NOT  
KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT

THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY;

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

25. The Releasing Parties intend by this Opt-In Agreement to settle with and release only the Released Parties, and Plaintiffs and Opt-In Settlor do not intend this Opt-In Agreement, or any part hereof, or any other aspect of the proposed Settlement or release, to release or otherwise affect in any way any claims concerning product liability, breach of warranty, breach of contract or tort of any kind (other than a breach of contract or tort claim based on a factual predicate in the Litigation), a claim arising out of violation of the Uniform Commercial Code, or personal or bodily

injury. The release does not extend to any individual claims that a Settlement Class Member may have against his or her own broker or agent based on a breach of contract, breach of fiduciary duty, malpractice, negligence or other tort claim, other than a claim that a Settlement Class Member paid an excessive commission or home price based on a factual predicate in the Litigation.

**G. Practice Changes**

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

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

specified form, then the Opt-In Settlor will require that any company-owned brokerages and their agents (and recommend and encourage that any franchisees and their agents) include a disclosure with conspicuous language expressly stating that broker commissions are not set by law and are fully negotiable;

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

compensation offered to buyer brokers or other buyer representatives provided that each such property meets the buyer's articulated purchasing priorities;

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

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

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

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

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

#### **H. The Opt-In Settlor Monetary Amount**

31. As consideration for the agreements and releases set forth herein, and in exchange for the full, complete, and final settlement of the claims asserted in the Litigation as provided in this Agreement, Opt-In Settlor shall deposit the Opt-In Settlor Monetary Amount into the Escrow Account as follows: Half of the Opt-In Settlor Monetary Amount within 30 days after the Effective Date, and half of the Opt-In Settlor Monetary Amount within one year after Opt-In Settlor's first payment into the Escrow Account.

32. The Opt-In Settlor Monetary Amount shall remain confidential and shall not be disclosed to the public or any other Settling Defendant unless and until the dissemination of Class Notice occurs in accordance with Section J of the Class Settlement Agreement. Notwithstanding the foregoing, Plaintiffs will submit an unredacted copy of this Opt-In Agreement to the Court *in camera* confidentially and concurrently with the motion seeking preliminary approval of this Opt-In Agreement.

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

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

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

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

37. As set forth in Section M of the Class Settlement Agreement, the distribution of the Global Settlement Fund shall be administered pursuant to the Plan of Allocation proposed by Settlement Class Counsel in their sole discretion and subject to the approval of the Court. Opt-In Settlor will have no participatory or approval rights with respect to the Plan of Allocation. It is understood and agreed by Plaintiffs and Opt-In Settlor that any proposed Plan of Allocation,

including, but not limited to, any adjustments to the amount(s) of Settlement Class Members' payments, is completely independent of and is not a part of this Opt-In Agreement and is to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of this Opt-In Agreement. Plaintiffs and Opt-In Settlor shall be bound by the terms of this Opt-In Agreement irrespective of whether the Court or any other court, including on any appeal, disapproves or modifies the Plan of Allocation, and any modification or rejection of the Plan of Allocation shall not affect the validity or enforceability of this Opt-In Agreement or otherwise operate to terminate, modify, or cancel this Opt-In Agreement. Neither the Opt-In Settlor nor any other Released Party under this Agreement shall have any responsibility for, or interest in, or liability whatsoever with respect to the allocation among Settlement Class Counsel, Plaintiffs, and/or any other person who may assert some claim thereto, of any fee and expense award that the Court may make in the Litigation.

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

39. The procedure for and the allowance or disallowance by the Court of the application by Settlement Class Counsel for attorneys' fees, costs and expenses, or service awards for the class representative(s) to be paid out of the Global Settlement Fund are not part of this Agreement, and are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness and adequacy of the Settlement, and any Order or proceeding relating to a request for attorneys' fees and reimbursement of expenses or service awards, or any appeal from any such

Order, shall not operate to terminate or cancel this Agreement, or affect or delay the finality of the judgment approving the Settlement. Except as otherwise provided herein, neither Opt-In Settlor nor any other Released Party under this Agreement shall have any responsibility for, or interest in, or liability whatsoever with respect to any payment to Settlement Class Counsel and/or Plaintiffs or any fee and expense award, or service award, in the Litigation. The Releasing Parties will look solely to the Global Settlement Fund for monetary relief and satisfaction against the Released Parties of all Released Claims and shall have no other recovery against Opt-In Settlor or the Released Parties.

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

**I. Rescission**

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

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

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

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

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

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

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

**J. Miscellaneous**

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

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

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

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

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

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

54. Opt-In Settlor acknowledges that it has been and is being fully advised by competent legal counsel of Opt-In Settlor's own choice and fully understands the terms and

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

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

**FOR PLAINTIFFS & SETTLEMENT CLASS COUNSEL**

*Paul T. Geske*

By:

Dated: February 19, 2026

**FOR THE KEYES COMPANY**

*Christina Pappas*

By: Christina Pappas

Dated: February 18, 2026

**FOR ILLUSTRATED PROPERTIES, LLC**

*Michael Pappas*

By: Michael Pappas

Dated: February 18, 2026

# Exhibit 3



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

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

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

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

**B. Definitions**

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

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

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

3. “Litigation,” as defined in Section A of the Class Settlement Agreement, shall include *Cwynar v. The Real Brokerage Inc., et al.*, No. 25-cv-7289 (N.D. Ill.) for purposes of Opt-In Settlor and this Opt-In Agreement.

4. “Released Claims” means any and all state and federal claims regardless of the cause of action arising from or related to conduct that was or could have been alleged in the Litigation based on any or all of the same factual predicates as those claims, including but not limited to claims based on antitrust laws, consumer protection or other state laws, and/or anticompetitive conduct relating to the commissions negotiated, offered, obtained, or paid to brokerages, or the impact of the foregoing on the purchase price, in connection with the purchase of residential real estate.

5. “Released Parties” means Opt-In Settlor and all of its respective past, present, and future direct and indirect parents (including holding companies), subsidiaries, related entities and

affiliates, associates (all as defined in SEC Rule 12b-2 promulgated pursuant to the Securities Exchange Act of 1934), predecessors, and successors, and all of their respective franchisees, sub-franchisors, licensees, officers, directors, managing directors, shareholders, members, managers, employees, agents, contractors, independent contractors, attorneys, legal or other representatives, accountants, auditors, experts, trustees, trusts, heirs, beneficiaries, estates, executors, administrators, insurers, and assigns, and all of their franchisees' and sub-franchisors' and licensees' officers, directors, shareholders, members, managers, managing directors, employees, agents, and independent contractors. This Opt-In Agreement shall not result in the release of any claims against any other party or non-party not specifically listed herein.

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

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

8. "Settlement Class" means the class of persons that will be certified by the Court for Settlement purposes defined in Paragraph 15 of the Class Settlement Agreement. The Settlement Class shall not include individuals who have separately released the Released Claims against Opt-

In Settlor in a court approved class settlement in Burnett, Gibson or Keel, but only as to Opt-In Settlor.

9. “Opt-In Settlor Monetary Amount” shall be [REDACTED]

**C. Operation of the Settlement**

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

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

**D. Stipulation to Class Certification**

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

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

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

**E. Approval of this Opt-In Agreement**

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

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

17. To the extent the Court finds that this Opt-In Agreement does not meet the standard for preliminary approval, Plaintiffs and Opt-In Settlor will negotiate in good faith to attempt to

modify the Opt-In Agreement to be resubmitted for approval, either directly or with the option of seeking assistance of the Special Master for Mediation, and will endeavor to resolve any issues to the satisfaction of the Court.

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

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

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

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

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

- a. certifying the Settlement Class, pursuant to Rule 23 of the Federal Rules of Civil Procedure, solely for purposes of the Settlement;
- b. approving finally the Class Settlement Agreement and Opt-In Agreement and their terms as being a fair, reasonable and adequate settlement as to the Settlement Class Members within the meaning of Rule 23 of the Federal Rules of Civil Procedure and directing its consummation according to its terms;
- c. directing that, as to Opt-In Settlor only, the Litigation be dismissed with prejudice and, except as provided for herein, without costs;
- d. reserving exclusive jurisdiction over the Settlement and this Opt-In Agreement, including the interpretation, administration, consummation, and enforcement of the Settlement, to the United State District Court for the Northern District of Illinois, Eastern Division; and,

- e. determining under Federal Rule of Civil Procedure 54(b) that there is no just reason for delay and directing that the judgment in the Litigation as to Opt-In Settlor shall be final.

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

**F. Releases, Discharge, and Covenant Not to Sue**

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

from the beginning of time through the date of Class Notice; and (b) agrees and covenants not to sue any of the Released Parties with respect to any Released Claims. For avoidance of doubt, this release extends to, but only to, the fullest extent permitted by law.

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

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

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

whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

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

**G. Practice Changes**

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

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

- ii. require that any company-owned brokerages and their agents (and recommend and encourage that any franchisees and their agents) disclose to prospective home sellers and buyers and state in conspicuous language that broker commissions are not set by law and are fully negotiable (a) in their listing agreement if it is not a government or MLS-specified form, (b) in their buyer representation agreement if there is one and it is not a government or MLS-specified form, and (c) in pre-closing disclosure documents if there are any and they are not government or MLS-specified forms. In the event that the listing agreement, buyer representation agreement, or pre-closing disclosure documents is a government or MLS-specified form, then the Opt-In Settlor will require that any company-owned brokerages and their agents (and recommend and encourage that any franchisees and their agents) include a disclosure with conspicuous language expressly stating that broker commissions are not set by law and are fully negotiable;
- iii. prohibit all company-owned brokerages and their agents acting as buyer representatives (and recommend and encourage that any franchisees and their agents acting as buyer representatives refrain) from advertising or otherwise representing that their services are free unless they will receive no financial compensation from any source for those services;
- iv. require that company owned brokerages and their agents disclose at the earliest moment possible any offer of compensation made in connection with each home marketed to prospective buyers in any format;

- v. prohibit company owned brokerages and their agents (and recommend and encourage that any franchisees and their agents refrain) from utilizing any technology or taking manual actions to filter out or restrict listings that are searchable by and displayed to consumers based on the level of compensation offered to any cooperating broker, unless directed to do so by the client (and eliminate any internal systems or technological processes that may currently facilitate such practices);
- vi. advise and periodically remind company owned brokerages and their agents of their obligation (and recommend and encourage that any franchisees and their agents) show properties regardless of the existence or amount of compensation offered to buyer brokers or other buyer representatives provided that each such property meets the buyer's articulated purchasing priorities;
- vii. for each of the above points, for company owned brokerages, franchisees, and their agents, develop training materials consistent with the above relief and eliminate any contrary training materials currently used.

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

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

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

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

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

**H. The Opt-In Settlor Monetary Amount**

32. As consideration for the agreements and releases set forth herein, and in exchange for the full, complete, and final settlement of the claims asserted in the Litigation as provided in this Agreement, Opt-In Settlor shall deposit the Opt-In Settlor Monetary Amount into the Escrow Account as follows: in one lump sum within 30 days of the date that the Court preliminarily approves this Opt-In Agreement.

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

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

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

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

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

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

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

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

**J. Rescission**

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

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

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

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

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

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

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

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

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

**K. Miscellaneous**

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

Opt-In Agreement, and any related documents, shall not be used as an admission of any fault or omission by Opt-In Settlor, or be offered in evidence as an admission, concession, presumption, or inference of any wrongdoing by Opt-In Settlor in any proceeding.

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

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

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

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

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

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

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

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

**FOR PLAINTIFFS & SETTLEMENT CLASS COUNSEL**

  
By: Paul Geske

Dated: December 31, 2025

**FOR THE REAL BROKERAGE INC.**

*Alexandra Lumpkin*

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By: VP and Chief Legal Officer

Dated: Dec. 31, 2025

**FOR REAL BROKER, LLC**

*Alexandra Lumpkin*

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By: VP

Dated: Dec. 31, 2025

# Exhibit 4



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

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

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

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

**B. Definitions**

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

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

- ii. From January 25, 2011 to date of Class Notice for homes in Rhode Island and Louisiana;
- iii. From January 25, 2013 to date of Class Notice for homes in Wyoming;
- iv. From January 25, 2015 to date of Class Notice for homes in Alabama, Connecticut, Hawaii, Indiana, Maine, Massachusetts, Michigan, Minnesota, New Jersey, New York, North Dakota, Ohio, Oregon, Pennsylvania, South Dakota, Tennessee, Vermont, and Wisconsin;
- v. From January 25, 2016 to date of Class Notice for homes in Arkansas, Kentucky, Illinois, Iowa, Missouri, Utah, and West Virginia;
- vi. From January 25, 2017 to date of Class Notice for homes in Arizona, California, Washington D.C., Delaware, Florida, Georgia, Idaho, Nebraska, Nevada, New Hampshire, New Mexico, North Carolina, and Virginia;
- vii. from January 25, 2018 to the date of Class Notice for homes in Alaska, Colorado, Kansas, Maryland, Mississippi, Montana, Oklahoma, and South Carolina, and Washington;
- viii. from January 25, 2019 to date of Class Notice for homes in Texas and for all other homes across the United States.

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

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

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

4. "Released Claims" means any and all state and federal claims regardless of the cause of action arising from or related to conduct that was or could have been alleged in the Litigation or against Opt-In Settlor in *Batton v. The Nat'l Assoc. of REALTORS®*, No. 21-cv-00430 (N.D. Ill.) based on any or all of the same factual predicates as those claims, including but not limited to claims based on antitrust laws, consumer protection or other state laws, and/or anticompetitive conduct relating to the commissions negotiated, offered, obtained, or paid to brokerages, or the impact of the foregoing on the purchase price, in connection with the purchase or sale of residential real estate.

5. "Released Parties" means Opt-In Settlor and all of its respective past, present, and future direct and indirect parents (including holding companies), subsidiaries, related entities and affiliates, associates (all as defined in SEC Rule 12b-2 promulgated pursuant to the Securities Exchange Act of 1934), predecessors, and successors, and all of their respective franchisees, sub-franchisors, licensees, officers, directors, managing directors, shareholders, members, managers, employees, agents, contractors, independent contractors, attorneys, legal or other representatives, accountants, auditors, experts, trustees, trusts, heirs, beneficiaries, estates, executors, administrators, insurers, and assigns, and all of their franchisees' and sub-franchisors' and

licensees' officers, directors, shareholders, members, managers, managing directors, employees, agents, and independent contractors. This Opt-In Agreement shall not result in the release of any claims against any other party or non-party not specifically listed herein.

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

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

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

9. "Opt-In Settlor Monetary Amount" shall be [REDACTED]

**C. Operation of the Settlement**

10. Plaintiffs and Opt-In Settlor agree that Opt-In Settlor has delivered to Settlement Class Counsel within 180 days after the entry of an order granting preliminary approval to the Class Settlement Agreement an executed version of this Opt-In Agreement (as modified herein) in

which Opt-In Settlor has selected “Option 1” as defined in Section G of the Class Settlement Agreement.

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

**D. Stipulation to Class Certification**

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

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

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

**E. Approval of this Opt-In Agreement**

15. The Plaintiffs and Opt-In Settlor agree to make reasonable best efforts to effectuate this Opt-In Agreement in conjunction with the Settlement, including, but not limited to, seeking the Court’s approval of procedures (including the giving of class notice under Federal Rules of

Civil Procedure 23(c) and (e)) to secure the complete and final dismissal with prejudice of the Litigation as against the Opt-In Settlor.

16. As set forth in Paragraph 40 of the Class Settlement Agreement, no later than February 23, 2026, Plaintiffs will submit to the Court a motion requesting that the Court preliminarily approve this Opt-In Agreement. The motion shall be accompanied by a proposed amended complaint adding Opt-In Settlor as a defendant in the Litigation. The motion shall include a proposed form of order preliminarily approving the Opt-In Agreement and enjoining Releasing Parties from prosecuting any Released Claims in any forum until the Effective Date of the Settlement. Unless agreed otherwise, Opt-In Settlor shall not have an opportunity to review and comment on the preliminary approval motion.

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

18. Plaintiffs and Opt-In Settlor agree to the use of the Settlement Administrator to administer the Settlement's notice and claims process. Subject to approval by the Court, the Settlement Administrator will undertake a method of providing notice to the Settlement Class Members of this Opt-In Agreement in conjunction with notice and claims administration of the Class Settlement Agreement that meets the requirements of due process and Federal Rule of Civil Procedure 23 and is substantially similar to the forms of notice provided under the Class Settlement Agreement. Settlement Class Members who file a claim to receive compensation from the Class Settlement Agreement will be deemed to also make a claim for compensation under this Opt-In

Agreement unless they affirmatively state they are not claiming relief under this Opt-In Agreement.

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

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

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

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

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

Members within the meaning of Rule 23 of the Federal Rules of Civil Procedure and directing its consummation according to its terms;

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

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

**F. Releases, Discharge, and Covenant Not to Sue**

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

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

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

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

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

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

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

**G. Practice Changes**

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

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

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

- iv. require that company owned brokerages and their agents disclose at the earliest moment possible any offer of compensation made in connection with each home marketed to prospective buyers in any format;
- v. prohibit company owned brokerages and their agents (and recommend and encourage that any franchisees and their agents refrain) from utilizing any technology or taking manual actions to filter out or restrict listings that are searchable by and displayed to consumers based on the level of compensation offered to any cooperating broker, unless directed to do so by the client (and eliminate any internal systems or technological processes that may currently facilitate such practices);
- vi. advise and periodically remind company owned brokerages and their agents of their obligation (and recommend and encourage that any franchisees and their agents) show properties regardless of the existence or amount of compensation offered to buyer brokers or other buyer representatives provided that each such property meets the buyer's articulated purchasing priorities;
- vii. for each of the above points, for company owned brokerages, franchisees, and their agents, develop training materials consistent with the above relief and eliminate any contrary training materials currently used.

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

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

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

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

#### **H. The Opt-In Settlor Monetary Amount**

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

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

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

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

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

revert to Opt-In Settlor regardless of the claims that are made.

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

38. Subject to the terms of the Class Settlement Agreement, and subject to Court approval, Plaintiffs may apply to the Court for an award of past, current, or future reasonable litigation costs and expenses, an award of reasonable attorneys' fees, and any service award(s) to

the class representative(s). Any such awards shall be payable solely from the Global Settlement Fund, including the Opt-In Settlor Monetary Amount, subject to Court approval.

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

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

**J. Rescission**

41. This Opt-In Agreement will be deemed rescinded 30 days after an Order from the Court declining to certify the Settlement Class as defined in the Class Settlement Agreement and this Opt-In Agreement, declining to grant preliminary or final approval of the Settlement or this

Opt-In Agreement in all material respects, or materially modifying or setting aside this Opt-In Agreement or any judgment approving this Settlement in any material respects on appeal, unless Plaintiffs and Opt-In Settlor agree in writing that the Opt-In Agreement shall continue within twenty-nine (29) days of the order.

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

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

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

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

In Settlor's Share (defined below) of permitted expenses paid from or incurred against the Global Settlement Fund as of the Recission Date, plus the Opt-In Settlor's Share of interest paid into or accrued in the Global Settlement Fund as of the date of the Recission Date. The Opt-In Settlor's Share is equal to the amount of the Opt-In Settlor Monetary Amount paid into the Global Settlement Fund as of the Recission Date divided by the total of all Settling Defendants' and opt-in settlors' Monetary Amounts paid into the Escrow Account as of the Recission Date.

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

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

**K. Miscellaneous**

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

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

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

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

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

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

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

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

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

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

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**FOR PLAINTIFFS & SETTLEMENT CLASS COUNSEL**

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By:

Dated: February \_\_, 2026

**FOR ANYWHERE REAL ESTATE INC.**

Signed by:

*Tim Gustavson*

\_\_\_\_\_  
By: Tim Gustavson

Dated: February \_\_, 2026  
2/22/2026

**FOR PLAINTIFFS & SETTLEMENT CLASS COUNSEL**

*Paul T. Geske*  
\_\_\_\_\_  
By: Paul T. Geske

Dated: February 22, 2026

**FOR ANYWHERE REAL ESTATE INC.**

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By:

Dated: February \_\_, 2026