

EXHIBIT 4

EXECUTION COPY

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

PAMELA GOLDSTEIN,)
ELLYN & TONY BERK as Administrators)
of the Estate of Winifred Berk, and PAUL)
BENJAMIN, on behalf of themselves and)
all others similarly situated,)

Index No. 60767/2018
Hon. Linda S. Jamieson

Plaintiffs,)

vs.)

HOULIHAN LAWRENCE INC.,)

Defendant.)

SETTLEMENT AGREEMENT

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This Settlement Agreement (“Settlement Agreement”) is made and entered into on **October 3, 2024** (the “Execution Date”), by and between defendant the Houlihan/Lawrence Inc. and plaintiffs PAMELA GOLDSTEIN, ELLYN & TONY BERK as Administrators of the Estate of Winifred Berk, and PAUL BENJAMIN, (collectively “Plaintiffs”), who filed suit in the above captioned action (“the Action”), both individually and as representatives of a class of home sellers and buyers. Plaintiffs enter this Settlement Agreement both individually and on behalf of the Settlement Class, as defined below.

WHEREAS, in the Action, Plaintiffs allege that Houlihan/Lawrence breached certain duties, violated RPL 443, violated GBL 349, and unjustly enriched itself;

WHEREAS, Houlihan/Lawrence denies Plaintiffs’ allegations in the Action and has asserted defenses to Plaintiffs’ claims;

WHEREAS, extensive arm’s-length settlement negotiations have taken place between Plaintiffs’ Co-Lead Counsel and counsel for Houlihan/Lawrence, including several mediations with a highly experienced mediator;

WHEREAS, Plaintiffs have conducted an extensive investigation into the facts and the law regarding the claims asserted in the Action, including more than five years of fact and expert discovery, and have concluded that a settlement with Houlihan/Lawrence according to the terms set forth below is fair, reasonable, and adequate and in the best interest of Plaintiffs and the Settlement Class;

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WHEREAS, Houlihan/Lawrence believes that it is not liable for the claims asserted and has good defenses to Plaintiffs' claims, but nevertheless has decided to enter into this Settlement Agreement to avoid further expense, inconvenience, and the distraction of burdensome and protracted litigation, to obtain the releases, orders, and judgment contemplated by this Settlement Agreement, and to put to rest with finality all claims that Plaintiffs and Settlement Class Members have or could have asserted against the Released Parties, as defined below;

WHEREAS, Houlihan/Lawrence, in addition to the settlement payments set forth below, has also agreed to make the practice change set forth below; and

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 Houlihan/Lawrence and the Plaintiffs that the Action be settled, compromised, and dismissed with prejudice as to Houlihan/Lawrence, without costs to Plaintiffs, the Settlement Class, or Houlihan/Lawrence except as provided for herein, subject to the approval of the Court, on the following terms and conditions:

Definitions

The following terms, as used in this Settlement Agreement, have the following meanings:

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1. "Co-Lead Counsel" means the following law firms: MINTZ, LEVIN, COHN, FERRIS, GLOVSKY, AND POPEO P.C.; OHLEMEYER LAW PLLC; and BOIES SCHILLER FLEXNER LLP.
2. "Court" means the SUPREME COURT OF THE STATE OF NEW YORK, COUNTY OF WESTCHESTER.
3. "Effective" means that all conditions set forth below in the definition of "Effective Date" have occurred.
4. "Effective Date" means the date when both: (a) the Court has entered a final judgment order approving the Settlement set forth in this Settlement Agreement and a final judgment dismissing the Action against Houlihan/Lawrence with prejudice; and (b) the time for appeal or to seek permission to appeal from the Court's approval of the Settlement and the entry of a final judgment has expired or, if appealed, approval of the Settlement and the final judgment have been affirmed in their entirety by the court of last resort to which such appeal has been taken and such affirmance is no longer subject to further appeal or review. This Paragraph shall not be construed as an admission that any parties have standing or other rights of objection or appeal with respect to this Settlement.

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

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

7. "Released Claims" means any and all manner of claims, regardless of the cause of action, arising from or relating to conduct that was alleged or could have been alleged in the Action based on any or all of the same factual predicates for the claims alleged in the Action, including but not limited to any claims relating to dual agency, disclosures, RPL 443, GBL 349, bonuses, commissions, teams, advertising, or fiduciary duties in connection with the sale or purchase of any residential home.

8. "Released Parties" means: a. Houlihan/Lawrence Inc., and all of its respective past, present, and future, direct and indirect, subsidiaries, predecessors, successors, parents, affiliates (all as defined in SEC rule 12b-2 promulgated pursuant to the Securities Exchange Act of 1934), institutes, societies, councils, and all of their officers, directors, managing directors, employees, agents, contractors, independent

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contractors, attorneys, legal or other representatives, accountants, auditors, experts, trustees, trusts, heirs, beneficiaries, estates, executors, administrators, insurers, and assigns. This specifically includes, and is not limited to, HomeServices of New York, LLC; HomeServices of America, Inc.; Berkshire Hathaway Energy Company; and Berkshire Hathaway Inc.

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

10. "Settlement" means the settlement contemplated by this Settlement Agreement.

11. "Settlement Class" means the class of persons that will be certified by the Court for Settlement purposes only, namely, all home buyers and sellers of residential real estate in Westchester, Putnam, and Dutchess counties from January 1, 2011 to July

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14, 2018 in which Houlihan/Lawrence represented both buyer and seller in the same transaction.

12. "Settlement Class Member" means a member of the Settlement Class who does not file a valid request for exclusion from the Settlement Class.

13. "Settling Parties" means Plaintiffs and Houlihan/Lawrence.

14. "Total Monetary Settlement Amount" means **Nine Million Dollars and No Cents (\$9 million)**, including any claims for interest. All costs of settlement, including all payments to Settlement Class Members, all attorneys' fees and costs, all service awards to current and former class representatives, and all costs of Class Notice and administration, will be paid out of the Total Monetary Settlement Amount, and Houlihan/Lawrence will pay nothing apart from the Total Monetary Settlement Amount, unless expressly stated otherwise herein. Under no circumstance will Houlihan/Lawrence have any obligation to pay any cash settlement to anyone under this agreement beyond the Total Monetary Settlement Amount. Under no circumstance will Houlihan/Lawrence have any obligation to pay any attorneys' fees, expenses, interest or costs beyond this Total Monetary Settlement Amount.

Stipulation to Class Certification

15. The Settling Parties hereby stipulate, for purposes of this Settlement only, that the requirements for class certification are met, and, subject to Court approval, the

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Settlement Class shall be certified for Settlement purposes. The Settling Parties stipulate and agree to the conditional certification of the Settlement Class for purposes of this Settlement only. Should, for whatever reason, the Settlement not become Effective, the Settling Parties' stipulation to class certification as part of the Settlement shall become null and void with Houlihan/Lawrence reserving all rights, objections, and appeals related to class certification in the Action.

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

Approval of this Settlement Agreement and Dismissal of the Action

17. The Settling Parties agree to make reasonable best efforts to effectuate this Settlement Agreement, including, but not limited to, seeking the Court's approval of procedures (including the giving of Class Notice); scheduling a final fairness hearing to obtain final approval of the Settlement and the final dismissal with prejudice of the Action as to Houlihan/Lawrence.

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18. Plaintiffs will submit to the Court a motion requesting that the Court preliminarily approve the Settlement. The motion for preliminary approval shall include a proposed form of order preliminarily approving the Settlement and enjoining Releasing Parties from prosecuting any Released Claims in any forum until the Effective Date of this Settlement. At least 72 hours before submission to the Court, the papers in support of the motion for preliminary approval, including the proposed final form of Class Notice, shall be provided by Co-Lead Counsel to counsel for Houlihan/Lawrence for its review. To the extent that Houlihan/Lawrence objects to any aspect of the motion for preliminary approval, it shall communicate such objection to Co-Lead Counsel and the Settling Parties shall meet and confer to resolve any such objection. The Settling Parties shall take all reasonable actions as may be necessary to obtain preliminary approval of the Settlement. To the extent the Court finds that the Settlement does not meet the standard for preliminary approval, the Settling Parties will negotiate in good faith to modify this Settlement Agreement directly or with the assistance of an agreed mediator and will endeavor to resolve any issues to the satisfaction of the Court.

19. Subject to approval by the Court, the Settling Parties agree that Class Notice for settlement purposes shall be issued by the same vendor and through the same means already utilized in this litigation ("Class Notice").

20. If required by any law, rule, or regulation, within 10 calendar days after the filing of the first motion for preliminary approval of this Settlement Agreement, the

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claims administrator shall at Plaintiffs' expense and direction, to be credited against the Total Monetary Settlement Amount, cause notice of this Settlement Agreement to be served upon appropriate State and Federal officials.

21. If the Settlement is preliminarily approved by the Court, Plaintiffs shall timely seek final approval of the Settlement and entry of a final judgment order: (a) certifying the Settlement Class, solely for purposes of this Settlement; (b) granting final approval of the Settlement as fair, reasonable, and adequate and directing the consummation of the Settlement according to its terms; (c) directing that the Action be dismissed with prejudice and, except as provided for herein, without costs; (d) reserving exclusive jurisdiction over the Settlement and this Settlement Agreement, including reserving exclusive jurisdiction over the administration and consummation of this Settlement to the Court; and (e) determining that there is no just reason for delay and directing entry of final judgment.

22. This Settlement Agreement will become Effective only after the occurrence of all conditions set forth in the definition of the Effective Date.

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

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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 consumer protection, statutory, and common law claims brought in the Action and similar state and federal statutes and caselaw. 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 may hereafter discover facts other than or different from those that they now know or believe to be true with respect to the subject matter of the Released Claims. Nevertheless, the Releasing Parties expressly, fully, finally, and forever settle and release, and, upon the Effective Date, shall be deemed to have, and by

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operation of the Final Judgment and Order of Dismissal shall have, fully, finally, and forever settled and released, any and all Released Claims, without regard to the subsequent discovery or existence of such other, different, or additional facts, as well as any and all rights and benefits existing under (a) Cal. Civ. Code Section 1542, which provides as follows: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY or any equivalent, similar or comparable present or future law or principle of law of any jurisdiction, including but not limited to Section 20-7-11 of the South Dakota Codified Laws, which provides that "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR;" or (b) any law or principle of law of any jurisdiction that would limit or restrict the effect or scope of the provisions of the release set forth above, without regard to the subsequent discovery or existence of such other, different, or additional facts. The Releasing Parties acknowledge that the inclusion of unknown claims in the definition of Released Claims was separately bargained for and was a material element of this Settlement Agreement.

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Payment of the Settlement Amount

25. Plaintiffs will open a special interest-bearing settlement escrow account or accounts, established for that purpose as a qualified settlement fund as defined in Section 1.468B-1(a) of the United States Treasury Regulations (the "Escrow Account").

Within thirty (30) days following preliminary approval of this Settlement Agreement by the Court (and notwithstanding the existence of any appellate rights),

Houlihan/Lawrence will deposit **Three Million Dollars (\$3 million)** into the Escrow Account. Assuming final approval, by **March 1, 2026**, Houlihan/Lawrence will deposit an additional **One Million Six Hundred Sixty-Six Thousand Six Hundred Sixty-Six Dollars (\$1,666,666)** into the Escrow Account. By **March 1, 2027**, Houlihan/Lawrence will deposit an additional **One Million Six Hundred Sixty-Six Thousand Six Hundred Sixty-Six Dollars (\$1,666,666)** into the Escrow Account. By **March 1, 2028**,

Houlihan/Lawrence will deposit an additional **One Million Six Hundred Sixty-Six Thousand Six Hundred Sixty-Six Dollars (\$1,666,666)** into the Escrow Account. By

March 1, 2029, Houlihan/Lawrence will deposit an additional **One Million Two Dollars (\$1,000,002)** into the Escrow Account. All accrued interest shall be for the

benefit of the Settlement Class unless the Settlement is not approved, in which case the interest shall be for the benefit of Houlihan/Lawrence. Nothing in this Paragraph shall serve to limit Houlihan/Lawrence's ability to make a payment early.

EXECUTION COPY**The Settlement Fund**

26. The Total Monetary Settlement Amount, any interest earned thereon, and any payments by Released Parties pursuant to this Settlement Agreement shall be held in the Escrow Account and constitute the "Settlement Fund." The full and complete cost of the Class Notice, claims administration, Settlement Class Members' compensation, current and former class representatives' incentive awards, attorneys' fees and reimbursement of all actual expenses of the Action, any other litigation costs of Plaintiffs (all as approved by the Court), and all applicable taxes, if any, assessable on the Settlement Fund or any portion thereof, will be paid out of the Settlement Fund, unless expressly stated otherwise herein.

27. The Settling Parties and their counsel will not have any responsibility, financial obligation, or liability for any fees, costs, or expenses related to providing Class Notice to the Settlement Class or administering the settlement, unless expressly stated otherwise in this Settlement Agreement. Such fees, costs, or expenses shall be paid solely from the Settlement Fund with Court approval. The balance of the Settlement Fund shall be disbursed to Settlement Class Members as provided in a Plan of Allocation (as defined below) approved by the Court. The Settling Parties shall have the right to audit amounts paid from the Settlement Fund.

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28. After preliminary approval of the Settlement and approval of a Class Notice plan, Co-Lead Counsel may utilize a portion of the Settlement Fund to provide Class Notice of the Settlement to potential members of the Settlement Class.

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

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

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31. Houlihan/Lawrence will not have any responsibility, financial obligation, or liability whatsoever with respect to the investment, distribution, use, or administration of the Settlement Fund, including, but not limited to, the costs and expenses of such investment, distribution, use or administration except as expressly otherwise provided in this Settlement Agreement. Houlihan/Lawrence's only payment obligation is to pay the Total Monetary Settlement Amount, unless expressly stated otherwise herein.

32. There will be no reduction of the Total Monetary Settlement Amount based on Opt-Outs. The Settlement will be non-reversionary except as provided otherwise in this Settlement Agreement. If the Settlement becomes Effective, no proceeds from the Settlement will revert to the Houlihan/Lawrence regardless of the claims that are made.

33. No disbursements shall be made from the Settlement Fund prior to the Effective Date of this Settlement Agreement unless expressly authorized by this Settlement Agreement.

34. The distribution of the Settlement Fund shall be administered pursuant to a plan of allocation (the "Plan of Allocation") proposed by Co-Lead Counsel in their sole and absolute discretion and subject to the approval of the Court.

Houlihan/Lawrence will have no participatory or approval rights with respect to the

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Plan of Allocation. It is understood and agreed by the Settling Parties that any proposed Plan of Allocation, including, but not limited to, any adjustments to an authorized claimant's claim, is completely independent of and is not a part of this Settlement Agreement and is to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of this Settlement Agreement. The Settlement Class, Plaintiffs, and Houlihan/Lawrence shall be bound by the terms of this Settlement 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 Settlement Agreement or otherwise operate to terminate, modify, or cancel that Agreement.

35. The Releasing Parties will look solely to the Settlement Fund for settlement and satisfaction against the Released Parties of all Released Claims and shall have no other recovery against Houlihan/Lawrence or the Released Parties.

Taxes

36. Co-Lead Counsel is solely responsible for filing all informational and other tax returns necessary to report any net taxable income earned by the Settlement Fund and shall file all informational and other tax returns necessary to report any income earned by the Settlement Fund and shall be solely responsible for taking out of the Settlement Fund, as and when legally required, any tax payments, including interest

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and penalties due on income earned by the Settlement Fund. All taxes (including any interest and penalties) due with respect to the income earned by the Settlement Fund shall be paid from the Settlement Fund. Houlihan/Lawrence has no responsibility to make any filings relating to the Settlement Fund and will have no responsibility to pay tax on any income earned by the Settlement Fund or to pay any taxes on the Settlement Fund unless the Settlement does not become Effective and the Settlement Fund is returned to Houlihan/Lawrence. In the event the Settlement does not become Effective and any funds including interest or other income are returned to Houlihan/Lawrence, Houlihan/Lawrence will be responsible for the payment of all taxes (including any interest or penalties), if any, on said interest or other income. Houlihan/Lawrence makes no representations regarding, and will not be responsible for, the tax consequences of any payments made pursuant to this Settlement Agreement to Co-Lead Counsel or to any Settlement Class Member.

Rescission

37. If the Court does not certify the Settlement Class as defined in this Settlement Agreement, or if the Court does not approve this Settlement Agreement in all material respects, or if such approval is modified in or set aside on appeal in any material respects, or if the Court does not enter final approval, or if any judgment approving this Settlement Agreement is materially modified or set aside on appeal, or if all of the conditions for the Effective Date do not occur, then this Settlement Agreement

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may be rescinded by Houlihan/Lawrence or by Plaintiffs on behalf of the Settlement Class by written notice to the Court and to counsel for the other Settling Party filed and served within 10 business days of the entry of an order not granting court approval or having the effect of disapproving or materially modifying the terms of this Settlement Agreement. A modification or reversal on appeal of any amount of the Settlement Fund that the Court authorizes to be used to pay Plaintiffs' fees or litigation expenses shall not be deemed a modification of all or a part of the terms of this Settlement Agreement or such final judgment order. After the deadline for filing timely Opt-Out requests has passed, Plaintiffs will provide to Houlihan/Lawrence a list of exclusion requests. In its sole discretion, Houlihan/Lawrence shall have the right to rescind or terminate this Settlement Agreement if there are more than two-hundred (200) Opt-Out requests for exclusion.

38. If the Settlement or Settlement Agreement is rescinded or terminated for any reason, then the balance of the Total Monetary Settlement Amount in the Settlement Fund will be returned to Houlihan/Lawrence. In the event that this Settlement Agreement is rescinded, the funds already expended from the Settlement Fund for the costs of Class Notice and administration will not be returned to Houlihan/Lawrence. Funds to cover Class Notice and administration expenses that have been incurred but not yet paid from the Settlement Fund also will not be returned to Houlihan/Lawrence.

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39. If the Settlement or Settlement Agreement is rescinded or terminated for any reason permitted under this Settlement Agreement, then the Settling Parties will be restored to their respective positions in the Actions as of the Execution Date. In the event of a rescission or termination for any reason permitted under this Agreement, the Actions will proceed as if this Settlement Agreement had never been executed and this Settlement Agreement, and representations made in conjunction with this Settlement Agreement, may not be used in the Actions or otherwise for any purpose. Houlihan/Lawrence and Plaintiffs expressly reserve all rights if this Settlement Agreement does not become Effective or if it is rescinded or terminated as permitted by this Agreement by Houlihan/Lawrence or the Plaintiffs, including Houlihan/Lawrence's rights to seek review, including appeal, of any judgment or order entered on any available ground at any time.

40. The Settling Parties agree that pending deadlines for motions not yet filed, and any pending deadlines in any appeals, shall be tolled for the period from the Execution Date, until the date this Settlement Agreement is rescinded, and no Settling Party shall contend that filing or renewal of such motions was rendered untimely by or was waived by the operation of this Settlement Agreement. The Settling Parties further agree that, within five business days of the Execution Date, they will jointly petition the court overseeing the Action, and any appellate courts, to request a stay of all pending deadlines.

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41. The Settling Parties' rights to terminate this Settlement Agreement and withdraw from this Settlement Agreement are a material term of this Settlement Agreement.

42. Houlihan/Lawrence reserves all of its legal rights and defenses with respect to any claims brought by potential Opt-Outs.

Practice Change

43. By March 1, 2025, Houlihan/Lawrence will implement the following practice change:

- Eliminate and prohibit all "in house" bonus payment programs, and cease and refrain from offering any additional "in house" bonus payment programs. For the avoidance of doubt, "in house" bonus payment programs include only programs that vary an independent contractor real estate agent's commission split (i.e., commission allocation between Houlihan/Lawrence and the independent contractor real estate agent) based upon the fact that both the seller and the buyer in a particular home sale or purchase transaction were each represented by a Houlihan/Lawrence independent contractor real estate agent.

44. If in an action or proceeding brought against, or involving, Houlihan/Lawrence by the United States Department of Justice, United States Federal Trade Commission, or any State Attorney General or Secretary of State and a final judgment is entered by a court (with all stay rights exhausted) which requires Houlihan/Lawrence to adopt any practice change that are inconsistent with the practice change required by this Settlement Agreement, Houlihan/Lawrence may comply with the terms of such judgment, unless the judgment is reversed or vacated,

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notwithstanding the practice change specified in this Settlement Agreement. In such circumstance Houlihan/Lawrence will continue to be obligated to observe the practice change specified in this Settlement Agreement that are not affected by such judgment.

Miscellaneous

45. This Settlement Agreement and any actions taken to carry out the Settlement are not intended to be, nor may they be deemed or construed to be, an admission or concession of liability, or of the validity of any claim, defense, or point of fact or law on the part of any Settling Party. Houlihan/Lawrence denies the allegations of the complaints in the Action. Neither this Settlement Agreement, nor the fact of Settlement, nor settlement proceedings, nor the settlement negotiations, nor any related document, shall be used as an admission of any fault or omission by Houlihan/Lawrence, or be offered in evidence as an admission, concession, presumption, or inference of any wrongdoing by Houlihan/Lawrence in any proceeding.

46. This Settlement Agreement was reached with the assistance of counsel after arm's length negotiations. The Settling Parties also participated in mediation sessions before a neutral mediator. The Settling Parties reached this Settlement Agreement after considering the risks and costs of litigation. The Settling Parties agree to continue to maintain the confidentiality of all settlement discussions and materials exchanged during the settlement negotiations.

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47. The terms of the settlement continue to be subject to mediation privilege and must be kept strictly confidential until **9AM Eastern Time on Friday, October 11, 2024**, except as necessary for Houlihan/Lawrence to inform certain affiliates or as otherwise agreed in writing by the Co-Lead Counsel and Houlihan/Lawrence.

48. Any disputes relating to this Settlement Agreement will be governed by New York law without regard to conflicts of law provisions.

49. This Settlement Agreement constitutes the entire agreement among Plaintiffs and Houlihan/Lawrence pertaining to the Settlement of the Action. This Settlement Agreement may be modified or amended only by a writing executed by Plaintiffs and Houlihan/Lawrence.

50. This Settlement Agreement may be executed in counterparts by Plaintiffs and Houlihan/Lawrence, and a facsimile, e-sign, or pdf signature shall be deemed an original signature for purposes of executing this Settlement Agreement.

51. Neither Plaintiffs nor Houlihan/Lawrence shall be considered the drafter of this Settlement Agreement or any of its provisions for the purpose of any statute, the common law, or rule of interpretation that would or might cause any provision of this Settlement Agreement to be construed against the drafter.

52. The provisions of this Settlement Agreement shall, where possible, be interpreted in a manner to sustain their legality and enforceability.

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53. The Court shall retain jurisdiction over the implementation and enforcement of this Settlement Agreement and the Settlement.

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

55. Any disputes between Houlihan/Lawrence and Co-Lead Counsel concerning this Settlement Agreement shall, if they cannot be resolved by the Settling Parties, be presented first to a mediator agreed to by the parties for assistance in mediating a resolution and, if a resolution is not reached, to the Court.

56. Each Settling Party acknowledges that it has been and is being fully advised by competent legal counsel of such Settling Party's own choice and fully understands the terms and conditions of this Settlement Agreement, and the meaning and import thereof, and that such Settling Party's execution of this Settlement Agreement is with the advice of such Settling Party's counsel and of such Settling Party's own free will. Each Settling Party represents and warrants that it has sufficient information regarding the transaction and the other parties to reach an informed decision and has, independently and without relying upon the other parties, and based

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on such information as it has deemed appropriate, made its own decision to enter into this Settlement Agreement and was not fraudulently or otherwise wrongfully induced to enter into this Settlement Agreement.

57. The Settling Parties shall have the right to amend this Settlement Agreement, upon mutual written consent, to correct any scrivener's errors in this Settlement Agreement, provided that such amendment does not materially adversely affect the rights of the Settling Parties.


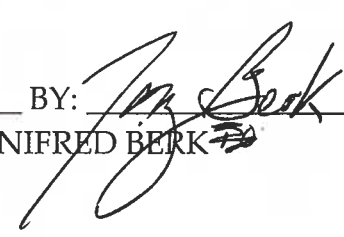
58. Each of the undersigned attorneys represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Settlement Agreement.

* * *


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FOR PLAINTIFFS AND THE CLASS:

PAMELA GOLDSTEIN

 BY:  ITS: ADMINISTRATOR
THE ESTATE OF WINIFRED BERK ~~7~~

PAUL BENJAMIN


William S. Ohlemeyer BY: William S. Ohlemeyer ITS: Principal
OHLEMEYER LAW PLLC

 BY: Jeremy Vest ITS: Member
MINTZ, LEVIN, COHN, FERRIS, GLOVSKY, AND POPEO P.C.

 BY: John Zach ITS: partner
BOIES SCHILLER FLEXNER LLP

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FOR DEFENDANT HOULIHAN/LAWRENCE:

Dana D. Strandmo

Dana D. Strandmo

Secretary

____ BY: _____ ITS: _____

HOULIHAN/LAWRENCE INC.

Robert D. MacGill

Robert D. MacGill

President

____ BY: _____ ITS: _____

MACGILL PC

Alfred Donnellan

Alfred Donnellan

Managing Partner

____ BY: _____ ITS: _____

DELBELLO DONNELLAN WEINGARTEN WISE & WIEDERKEHR LLP

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FOR PLAINTIFFS AND THE CLASS:

Pamela Goldstein

PAMELA GOLDSTEIN

____ BY: _____ ITS: _____
THE ESTATE OF WINIFRED BERK

PAUL BENJAMIN

William S. Ohlemeyer

William S. Ohlemeyer

____ BY: William S. Ohlemeyer ITS: Principal _____
OHLEMEYER LAW PLLC

Jeremy Vest

____ BY: Jeremy Vest ITS: Member _____
MINTZ, LEVIN, COHN, FERRIS, GLOVSKY, AND POPEO P.C.

John Zach

BY:

John Zach

ITS:

partner

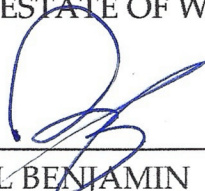
BOIES SCHILLER FLEXNER LLP

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FOR PLAINTIFFS AND THE CLASS:

PAMELA GOLDSTEIN


BY: _____ ITS: _____
THE ESTATE OF WINIFRED BERK



PAUL BENJAMIN


William S. Ohlemeyer BY: William S. Ohlemeyer ITS: Principal

OHLEMEYER LAW PLLC



BY: Jeremy Vest ITS: Member
MINTZ, LEVIN, COHN, FERRIS, GLOVSKY, AND POPEO P.C.

BY: _____ ITS: _____
BOIES SCHILLER FLEXNER LLP