

HOULIHAN LAWRENCE LITIGATION SETTLEMENT

NOTICE OF PROPOSED SETTLEMENT

If you bought or sold residential real estate with the assistance of Houlihan Lawrence between January 1, 2011 and July 14, 2018, then you *may* be part of a class action settlement.

Please read this Notice carefully because it may affect your legal rights.

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

- This Settlement resolves claims against Houlihan Lawrence, Inc. (“Houlihan Lawrence”) in a lawsuit for allegedly acting as a real estate agent on behalf of buyers and sellers in the same residential real estate transaction, without disclosing all facts material to the dual agency and obtaining both parties’ informed written consent, including offering in-house bonuses to its sales agents for brokering deals within Houlihan Lawrence.
- Houlihan Lawrence has agreed to pay \$9,000,000 into the Settlement Fund and to eliminate and prohibit all “in-house bonus” payment programs.
- This Settlement releases all Released Claims that any Settlement Class Members have against Houlihan Lawrence.

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

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT:	
ASK TO BE EXCLUDED BY June 10, 2025	If you do not want to be included in this Settlement with Houlihan Lawrence, you must exclude yourself. This is called “opting out.” This is the only option that allows you to sue Houlihan Lawrence for these same issues again.
OBJECT BY June 10, 2025	You may write to the Court about why you don’t like the proposed Settlement. You cannot object if you opt-out.
GO TO A HEARING ON June 18, 2025	You may ask to speak in Court about the fairness of the proposed Settlement with Houlihan Lawrence.
DO NOTHING	If you do nothing and the Court approves the proposed Settlement, you will not be able to sue Houlihan Lawrence for these same issues again.

- These rights and options – **and the deadlines to exercise them** – are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the proposed Settlement.

BASIC INFORMATION

1. Why did I get this Notice?

This Notice has been posted for the benefit of members of the Settlement Class. If you are uncertain about whether you are a member of the Settlement Class, you may contact the Settlement Administrator at 1-877-654-1976.

This Notice has been posted because members of the Settlement Class have a right to know about the proposed Settlement of the class action lawsuit in which they are Class Members, and about all of their options before the Court decides whether to approve the Settlement. As set forth below, you have the right to submit to the Court, in writing, any objection you may have to the Settlement. Following the close of the objection period, the Court will hold a public hearing to consider whether the Settlement is fair, reasonable, and adequate. If the Court determines that it is, you and all other Class Members will be bound by the terms of the Settlement.

This Notice explains the lawsuit, the Settlement, and your legal rights. A full copy of the Settlement Agreement may be viewed at the Settlement Website: www.HoulihanLawrenceLitigation.com. This Notice contains only a summary of the Settlement.

The Court in charge of the Settlement is Justice Linda S. Jamieson of the Supreme Court of the State of New York, Westchester County. The case before this Court is known as *Goldstein et al. v. Houlihan/Lawrence Inc.*, Index No. 60767/2018 (“Goldstein”). The people who filed this lawsuit are called the Plaintiffs. The company being sued is called the Defendant. Houlihan Lawrence is the Defendant in the *Goldstein* action.

2. What is the lawsuit about?

The lawsuit alleges that Houlihan Lawrence breached fiduciary duties and engaged in deceptive and misleading business practices by acting as the agent for the buyers and sellers in the same residential real estate transaction without disclosing all material facts to the dual agency and obtaining both parties’ informed written consent. Plaintiffs allege that Houlihan Lawrence acted as an undisclosed, non-consensual dual agent in these residential real estate transactions as part of a strategy to increase its in-house sales that included offering undisclosed “in-house bonuses” to its real estate agents to incentivize dual agency sales, and that Houlihan Lawrence forfeited the commissions it collected on those transactions as a result. These claims apply to home sales that occurred in Westchester, Putnam, and Dutchess counties between January 1, 2011 and July 14, 2018.

3. Has the Court decided who is right?

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

Houlihan Lawrence disputes Plaintiffs’ allegations and denies all liability to Plaintiffs and the Class. You can read the Answer filed by Houlihan Lawrence in the lawsuit here: www.HoulihanLawrenceLitigation.com.

The parties entered into this proposed Settlement on October 3, 2024, after a jury was selected but before the case proceeded to trial.

4. Why is this case a class action?

In a class action, one or more people called class representatives sue on behalf of other people who have similar claims. The people together are a “Class” or “Class Members.” The consumers who sued the Defendant — and all the Class Members like them — are called Plaintiffs. The company they sued is called the Defendant. One court resolves the issues for everyone in the Class – except for those who choose to exclude themselves from the Class.

Here, the Court decided that a Class can be certified for settlement purposes because it preliminarily meets the requirements of Civil Practice Law and Rules § 908, which governs class actions in New York state court. Specifically, the Court found that: (1) there are numerous people who fit the class definition; (2) there are legal questions and facts that are common to each of them; (3) the Plaintiffs' claims are typical of the claims of the rest of the Class; (4) Plaintiffs, and the lawyers representing the Class, will fairly and adequately represent the Class Members' interests; (5) the common legal questions and facts are more important than questions that affect only individuals; and (6) class treatment will be more efficient than having individual lawsuits.

5. Why is there a Settlement?

Counsel for the Settlement Class investigated the facts and applicable law regarding Plaintiffs' claims and Defendant's defenses, the potential issues on appeal, and Houlihan Lawrence's ability to pay. The parties engaged in lengthy arms-length negotiations under the Court's supervision to reach the Settlement. Plaintiffs and Counsel for the Settlement Class believe that the proposed Settlement is fair, reasonable, and adequate, and in the best interest of the Class.

Both sides agree that by settling, Houlihan Lawrence is not admitting any liability or that it did anything wrong. Both sides want to avoid the uncertainties and expense of further litigation.

WHO IS IN THE SETTLEMENT?

6. How do I know if I am a part of the Settlement?

The Settlement Class consists of all home buyers and sellers of residential real estate in Westchester, Putnam, and Dutchess County, New York from January 1, 2011 and July 14, 2018 in which Houlihan Lawrence represented both buyer and seller in the same transaction, including those who entered into an arbitration agreement with Houlihan Lawrence.

THE SETTLEMENT BENEFITS

7. What does the Settlement provide?

Houlihan Lawrence has agreed to pay \$9,000,000 into a Settlement Fund and to eliminate and prohibit the "in-house bonus" payment program.

Class Counsel has asked the Court for an award of attorneys' fees, costs of the litigation, and Settlement administration expenses of \$9,000,000 to be paid out of the Settlement Fund. If approved, the Settlement will not provide for any monetary relief to be paid to any Plaintiffs or members of the Settlement Class. The actual amounts awarded will be determined by the Court to ensure that the amounts of attorneys' fees and costs awarded are reasonable.

8. What am I giving up?

Upon the Court's approval of the proposed Settlement, all members of the Settlement Class who do not exclude themselves (as well as their representatives) will release Houlihan Lawrence (and its affiliates, subsidiaries, franchisees, employees, and certain others as specified in the Settlement Agreements).

All members of the Settlement Class who do not exclude themselves will release claims whether known or unknown that they ever had, now have, or hereafter may have and that have accrued as of the date of preliminary approval of the Settlement arising from or related to the Released Claims. "Released Claims" means any and all manner of claims, regardless of the cause of action, arising from or relating to conduct that was alleged or could have been alleged in the 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.

This release may affect your rights and may carry obligations in the future. To view the terms of the release, review the Settlement Agreement, which is available at www.HoulihanLawrenceLitigation.com.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to keep the right to sue or continue to sue Houlihan Lawrence on your own about the legal issues in this case, then you must take steps to get out of this Settlement Class. This is called excluding yourself—or is sometimes referred to as opting out of the Settlement Class.

9. How do I ask to be excluded?

To ask to be excluded, you must execute and send a Request for Exclusion to the Settlement Administrator so that it is postmarked or emailed on or before **June 10, 2025**. A Request for Exclusion must be personally signed by each Settlement Class Member requesting exclusion. Additionally, a Request for Exclusion must include the Settlement Class Member's present name and address, a clear and unequivocal statement that the Settlement Class Member wishes to be excluded from the Settlement Class, and the signature of the putative Settlement Class Member or, in the case of a Settlement Class Member who is deceased or incapacitated only, the signature of the legally authorized representative of the putative Settlement Class Member.

If the request is not postmarked on or before **June 10, 2025**, your exclusion will be invalid, and you will be bound by the terms of the Settlement approved by the Court, including without limitation, the judgment ultimately rendered in the case, and you will be barred from bringing any claims against Houlihan Lawrence outlined in FAQ 8 above which arise out of or relate in any way to the claims in the case as specified in the release referenced in FAQ 8 above.

You must submit your Exclusion Request by email to info@HoulihanLawrenceLitigation.com or by mail to:

Goldstein, et al. v. Houlihan Lawrence
c/o JND Legal Administration – Exclusion Dpt.
PO Box 91306
Seattle, WA 98111

10. If I don't exclude myself, can I sue Houlihan Lawrence for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Houlihan Lawrence and those affiliated with Houlihan Lawrence for the claims that the Settlement resolves. If you have a pending lawsuit against Houlihan Lawrence or certain affiliated entities, speak to your lawyer in that case immediately. You may have to exclude yourself from this Class to continue your own lawsuit. Remember, the exclusion deadline is **June 10, 2025**.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in this Settlement?

The Court decided that the law firms Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C. and Boies Schiller Flexner LLP are qualified to represent you and all other Settlement Class Members. These lawyers are called "Class Counsel." You will not be charged for these lawyers. They are experienced in handling similar cases against other entities. More information about the law firms, their practices, and their lawyers' experience is available at: www.mintz.com and www.bsflp.com.

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

12. How will the lawyers be paid?

Class Counsel has asked the Court for an award of attorneys' fees, costs of the litigation, and Settlement administration expenses of \$9,000,000 to be paid out of the Settlement Fund. If approved, the Settlement will not provide for any monetary relief to be paid to any Plaintiffs or members of the Settlement Class. The actual amounts awarded will be determined by the Court to ensure that the amounts of attorneys' fees and costs awarded are reasonable.

Class Counsel's request for attorneys' fees, costs of the litigation, and Settlement administration is published at www.HoulihanLawrenceLitigation.com.

OBJECTING TO THE PROPOSED SETTLEMENT

You can tell the Court that you don't agree with the Settlement or some part of it.

13. How do I tell the Court that I don't like the Settlement?

If you are a Class Member, you can object to this Settlement if you do not like any part of it, including the forthcoming motion for attorneys' fees and costs. You can give reasons why you think the Court should not approve it. The Court will consider your view. To object, you must file or send a written objection to the Court, as instructed by the Court, postmarked on or before **June 10, 2025**, or you will waive your right to object (whether in opposition to the motion for Preliminary Approval, motion for attorneys' fees and costs, motion for Final Approval, on appeal, or otherwise) to the Settlement. Be sure to include the case name and number (*Goldstein et al. v. Houlihan Lawrence., Index No. 60767/2018*), your name, address, telephone number, your signature, and the reasons you object to the Settlement.

You must file any objection with the Clerk of the Court at the address below, postmarked on or before June 10, 2025:

New York State Supreme Court, Westchester County, Commercial Division
111 Dr. Martin Luther King Jr. Blvd
New York, NY 10027
Goldstein et al. v. Houlihan Lawrence., Index No. 60767/2018

You must also send your objection by first-class mail, postmarked on or before June 10, 2025, to Class Counsel and Defendant's Counsel. These documents should be mailed to Class Counsel at:

Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.
c/o Jeremy Vest
919 Third Avenue
New York, NY 10022

and to Houlihan Lawrence at:

DelBello Donnellan Weingarten Wise & Wiederkehr LLP
c/o Alfred Donnellan
360 Hamilton Avenue
White Plains, NY 10601

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

14. What's the difference between objecting and excluding?

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

THE COURT'S FAIRNESS HEARING

15. When and where will the Court decide whether to approve the Settlement?

There will be a final Fairness Hearing to consider approval of the proposed Settlement, **at 11:00 AM on June 18, 2025**, at the New York State Supreme Court, Westchester County, Commercial Division, Courtroom 103, 111 Dr. Martin Luther King, Jr. Blvd., White Plains, NY 10601. The hearing may be postponed to a later date without further notice. Any such postponements will be posted on the Court docket and/or Settlement Website at www.HoulihanLawrenceLitigation.com. The purpose of the hearing is to determine the fairness, reasonableness, and adequacy of the terms of the Settlement, whether the Settlement Class is adequately represented by the Plaintiffs and Class Counsel, and whether an order and final judgment should be entered approving the proposed Settlement. The Court will also consider Class Counsel's application for an award of attorneys' fees and expenses, and any class representative service awards.

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

16. Do I have to come to the hearing?

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

17. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in *Goldstein et al. v. Houlihan Lawrence*, Index No. 60767/2018." Be sure to include your name, address, telephone number and your signature. Your Notice of Intention to Appear must be postmarked no later than **June 10, 2025**, and be sent to the Clerk of the Court, Class Counsel and Counsel for Houlihan Lawrence, at the addresses in FAQ 13. You cannot speak at the hearing if you exclude yourself.

GETTING MORE INFORMATION

18. Are there more details available?

This Notice is only a summary. For a more detailed statement of the matters involved in the lawsuit or the Settlement, you may refer to the papers filed in this case during regular business hours at the office of the Clerk of Court, New York State Supreme Court, Westchester County, Commercial Division, 111 Dr. Martin Luther King Jr. Blvd., White Plains, New York 10601: *Goldstein et al. v. Houlihan Lawrence*, Index No. 60767/2018. The full Settlement Agreement and certain pleadings filed in the case are also available at www.HoulihanLawrenceLitigation.com, or they can be requested from Class Counsel identified above or from the Settlement Administrator at contact information from FAQ 9.