

1 **PAGA REPRESENTATIVE ACTION SETTLEMENT AGREEMENT**

2 This PAGA Representative Action Settlement Agreement (“Settlement” or “Agreement”)
3 is made by and between Plaintiff Maloyd Wilson (“Plaintiff”), in his capacity as private attorney
4 general pursuant to the Labor Code Private Attorneys General Act, as amended, California Labor
5 Code sections 2698 *et seq.* (“PAGA”), on behalf of himself and other Aggrieved Employees and
6 the California Labor and Workforce Development Agency (“LWDA”), and CoStar Realty
7 Information, Inc. (“CoStar”) (successor of Defendant Homes.com, Inc.) (“Defendant” or
8 “CoStar”) (Plaintiff and Defendant collectively, the “Parties”), with regard to the PAGA claims
9 alleged in the lawsuit filed by Plaintiff against Defendant which is now pending in the San Mateo
10 County Superior Court (the “Court”) and entitled “*Maloyd Wilson, et al. v. Homes.com, Inc., et*
11 *al.*,” Case No. 21-CIV-06523 (the “PAGA Action”).

12 **DEFINITIONS**

- 13 1. Unless otherwise defined herein, the terms within quotation marks below shall
14 have the following meanings when used in this Agreement:
- 15 2. “Aggrieved Employees” means: (a) all current and former non-exempt
16 employees of Homes.com employed in California at any time(s) between June 24, 2020 (as to
17 Homes.com) and the end of the PAGA Period (as defined below); and (b) all current and
18 former employees of CoStar employed in California at any time(s) between May 24, 2021
19 and the end of the PAGA Period (as defined below) who held any of the following business
20 titles: Account Executive; Advertising Sales Associate; Advertising Sales Executive;
21 Associate Machine Learning Engineer; Customer Service Representative III; Customer
22 Success Manager; Data Mapping Analyst; Data Scientist; Database Developer Director,
23 Business Intelligence and Analytics; Director, Product Development; Inside Sales Executive,
24 Residential; Inside Sales Manager, Residential; LoopNet Operations Representative III;
25 Manager, Customer Success; Manager, Industry Relations; Manager, Marketing; Manager,
26 SEO Marketing; Manager, SEO, Homes.com; National Trainer, Residential; New Business
27 Development Sales Associate, Apartments.com - Los Angeles; Paid Search Specialist;
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1 Product Marketing Lead, LoopNet; Program Manager; Regional Account Manager,
2 Homes.com; Regional Director, CoStar Group; Regional Director, LoopNet Sales, Central;
3 Regional Director, LoopNet Sales, Market; Regional Industry Relations Manager; Residential
4 Product Trainer; Sales Advisor, LoopNet; Sales Associate I, Residential; Sales Associate,
5 LoopNet Market; Sales Associate, Multifamily Marketing; Sales Director, Residential; Sales
6 Executive, LoopNet Market; Senior Customer Service Representative; Senior Data Mapping
7 Analyst; Senior Group Sales Manager, Residential; Senior Inside Sales Executive,
8 Residential; Senior Inside Sales Manager, Residential; Senior LoopNet Operations
9 Representative; Senior Manager, SEM; Senior Manager, SEO; Senior Marketing Coordinator;
10 Senior Marketing Manager; Senior Operations Manager; Senior Paid Search Specialist;
11 Senior Paid Search Specialist, Homes.com; Senior Search Engine Marketing (SEM) Manager;
12 Senior SEO Specialist; Senior SEO Specialist, Homes.com; SEO Specialist, Homes.com; Sr,
13 Business Development Specialist; Sr. CRO & Ad Testing Specialist, Homes.com; Vice
14 President, LoopNet; Vice President, Marketing LoopNet; Vice President, New Rooftops; VP
15 Of Industry Development, Homes.com. For purposes of clarity, the “Aggrieved Employees”
16 include those identified by Defendant in two spreadsheets Bates Labeled 000077 and 000078,
17 respectively; there are approximately 200 Aggrieved Employees through May 16, 2025.

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19 3. “Aggrieved Employees Payment Amount” refers to the Net Settlement Amount
20 (as defined below) which will be distributed to the Aggrieved Employees by the Settlement
21 Administrator (as defined below). The Aggrieved Employees Payment Amount represents the
22 Aggrieved Employees’ Twenty-Five Percent (25%) share of the total amount allocated to
23 PAGA penalties as part of this Settlement. There will be no claims process required for
24 Aggrieved Employees to receive individual payments.

25 4. “Complaint” means the Complaint filed by Plaintiff in San Mateo County
26 Superior Court Case No. 21-CIV-06523 on December 9, 2021.

27 5. “Court” means the San Mateo County Superior Court.

28 6. “Defense Counsel” means:

1 PROSKAUER ROSE LLP
2 Philippe A. Lebel, plebel@proskauer.com
3 Michelle L. Lappen, mlappen@proskauer.com
4 2029 Century Park East, 24th Floor
Los Angeles, CA 90067-3010
Telephone: (310) 557-2900

5 7. “Effective Date” means the date of the Court’s approval of the Settlement
6 Agreement, if no objections have been filed. If objections are filed, the effective date is either
7 the date on which to file an appeal has expired or the final resolution of any appeal that has
8 been filed, whichever date is later.

9 8. “Enhancement Award” means any payment to the Plaintiff for his service to the
10 LWDA and the Aggrieved Employees, which is in addition to whatever payment he may
11 otherwise be entitled to as an Aggrieved Employee. Approval of the settlement by the Court
12 shall not be contingent on approval of the Enhancement Award.

13 9. “Approval Hearing” means the hearing to be requested by Plaintiff and
14 conducted by the Court after the filing by Plaintiff of an appropriate motion, at which time
15 Plaintiff shall request that the Court approve the fairness, reasonableness and adequacy of the
16 terms and conditions of the Settlement, enter the Final Order and Judgment, and take other
17 appropriate action.

18 10. “Final Order and Judgment” means the order and judgment that the Court
19 enters upon granting approval of the Settlement and this Agreement as binding on the Parties
20 and the LWDA, as detailed in Paragraph 80 below.

21 11. “Gross Settlement Amount” means the maximum amount of One Million
22 Dollars (\$1,000,000) that Defendant shall be required to pay under this Agreement. There
23 will be no reversion to Defendant of any portion of the Gross Settlement Amount.

24 12. “Net Settlement Amount” means the amount that remains from the Gross
25 Settlement Amount after all Court-approved fees and costs (*i.e.*, the Enhancement Award,
26 LWDA Payment Amount, attorneys’ fees and litigation costs, and settlement administration
27 fees and costs as defined herein) have been deducted from the Gross Settlement Amount. The
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entire remaining Net Settlement Amount shall be distributed to the Aggrieved Employees in accordance with this Settlement.

13. “LWDA Letter” means the letter dated June 24, 2021, providing Notice of Violations of California Labor Code 201-203, 221-224, 226, 227.3, 246, 248.5, 558, 2698, *et seq.*, 2699, 2699(a), 2699.5, 2751 and 2802 that Plaintiff submitted to the LWDA through PAGA/Plaintiff’s Counsel (as defined below).

14. “LWDA Payment Amount” means seventy-five percent (75%) of the Gross Settlement Amount, less attorneys’ fees and litigation costs, any Enhancement Award, and settlement administration fees and costs approved by the Court allocated to the LWDA’s share of the Settlement.

15. “Notice of PAGA Settlement” means the form attached to this Agreement as **Exhibit A** that the Settlement Administrator (as defined below) shall mail to Aggrieved Employees with their individual Aggrieved Employees Payment Amounts, to inform them of the material terms of this Agreement.

16. “PAGA/Plaintiff’s Counsel” means:

WORKMAN LAW FIRM, PC
Robin G. Workman, robin@workmanlawpc.com
2325 3rd Street, Suite 329
San Francisco, CA 94107
Telephone: (415) 782-3660

17. “PAGA Period” means June 24, 2020 through the date the Court issues an order approving this Settlement.

18. “PAGA Representative” or “Plaintiff” means Maloyd Wilson.

19. “Qualifying Pay Periods” means the total number of pay periods in which Defendant employed each Aggrieved Employee during the PAGA Period. There are estimated to be approximately 9,340 pay periods.

20. “Released Claims” are those defined in Paragraph 60 of this Agreement.

21. “Released Parties” means Defendant and Defendant’s present and former parents, affiliates, divisions and subsidiaries, acquired companies, predecessors, successors,

1 assigns, related entities, insurers, divested businesses and business units, and each of their
2 respective present and former board members, directors, officers, owners, shareholders,
3 agents, representatives, members, employees, partners, attorneys, insurers, reinsurers,
4 predecessors, successors, assigns, affiliated companies and entities, and any individual entity
5 that could be jointly liable with any of the foregoing.

6 22. "Settlement Administrator" means ILYM Group, Inc.

7 23. "Settlement" means the settlement as provided for in this Agreement.

8 THE SETTLEMENT

9 24. Subject to the Court's approval pursuant to California Labor Code section 2699
10 (l)(2), the Parties agree to settle the PAGA Action upon the terms and conditions and for the
11 consideration set forth in this Agreement. This Agreement and the promises and obligations
12 set forth herein are intended to effectuate a final resolution and dismissal of the PAGA Action
13 in its entirety and without limitation. Upon approval by the Court of this Settlement, the
14 Court shall enter a Final Order and Judgment in this PAGA Action, dismissing it with
15 prejudice, subject to the Court's ongoing jurisdiction to ensure the Parties' compliance with
16 the Agreement and the Court's orders with respect to the Agreement.

17 25. A summary of the terms of the Agreement is as follows:

- 18 a. Defendant shall pay the Gross Settlement Amount (*i.e.*, \$1,000,000,
19 which shall be inclusive of all Aggrieved Employees Payment
20 Amounts, all attorneys' fees and litigation expenses (including court
21 costs) paid to PAGA/Plaintiff's Counsel, any Enhancement Award, any
22 settlement administration costs and expenses, and the LWDA Payment
23 Amount. In no event shall Defendant be required to pay more than the
24 Gross Settlement Amount.
- 25 b. The Agreement shall apply to the Aggrieved Employees and all
26 Aggrieved Employees shall receive payment in accordance with the
27 terms of this Agreement.
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- 1 c. The Settlement Administrator shall be ILYM Group, Inc. From the
2 Gross Settlement Amount, settlement administration fees and costs in a
3 reasonable amount not to exceed four thousand dollars (\$4,000) shall
4 be paid to the Settlement Administrator. If the actual cost of settlement
5 administration is less than this amount, the excess funds shall be added
6 to the Net Settlement Amount for distribution to Aggrieved Employees.
- 7 d. From the Gross Settlement Amount, Plaintiff may seek from the Court
8 an Enhancement Award not to exceed Fifteen Thousand Dollars and
9 No Cents (\$15,000.00), which Defendant shall not oppose. However, if
10 the Court awards a lesser amount, it shall not affect the terms of the
11 Settlement, and any portion of the requested Enhancement Award not
12 approved shall become part of the Net Settlement Amount. Further,
13 approval of the Settlement by the Court shall not be contingent on
14 approval of the Enhancement Award.
- 15 e. PAGA/Plaintiff's Counsel may seek attorneys' fees up to Three
16 Hundred Thousand Thirty Dollars and No Cents (\$330,000), which is
17 Thirty-Three Percent (33%) of the Gross Settlement Amount, as well
18 as litigation costs not to exceed Twenty-Three Thousand Dollars and
19 No Cents (\$23,000.00), both of which shall be deducted from the Gross
20 Settlement Amount, and neither of which shall be opposed by
21 Defendant. However, if the Court awards a lesser amount of attorneys'
22 fees or litigation costs, it shall not affect the terms of the Settlement,
23 and any portion of the requested attorneys' fees or litigation costs not
24 approved shall become part of the Net Settlement Amount. Approval of
25 the Settlement by the Court shall not be contingent on approval of the
26 attorneys' fees or litigation costs requested by Plaintiff's Counsel.
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1 **BACKGROUND**

2 26. Homes.com, Inc. (“Homes.com”) employed Wilson from on or about August
3 2015, through March 2021;

4 27. On or about June 24, 2021, Wilson submitted a letter to the LWDA Letter
5 (LWDA No. LWDA-CM-835191-21), alleging: (1) failure to timely pay all wages at
6 termination; (2) unlawful deductions from wages; (3) failure to provide a signed contract
7 setting forth the contemplated method of payment of commissions or provide a signed receipt
8 of the contract; (4) failure to reimburse and indemnify expenses; (5) failure to pay accrued
9 vacation/PTO upon termination; and (6) failure to furnish accurate itemized wage statements;

10 28. On or about December 9, 2021, Wilson filed a civil complaint in the Superior
11 Court of California, County of San Mateo against Homes.com (the “Complaint”) alleging
12 causes of action for: (1) failure to pay all wages at termination; (2) failure to fully reimburse
13 for work-related expenses; (3) failure to provide accurate wage statements; (4) improper
14 deduction violation; and (5) unfair business practices (the “Non-PAGA Claims”), as well as a
15 sixth cause of action pursuant to the PAGA seeking representative civil penalties for alleged
16 violations of Labor Code sections 201-203, 221, 224, 226, 2751, and 2802 (the “PAGA
17 Claim”) (the Non-PAGA Claims and the PAGA Claim collectively, the “Action”);

18 29. Defendant filed a motion to enforce an arbitration agreement signed by
19 Plaintiff, which included a waiver of the right to proceed on a class or collective action basis.
20 On November 4, 2022, the Superior Court granted Defendant’s motion and issued an order
21 compelling arbitration, on an individual basis. The Court stayed Wilson’s representative
22 PAGA Claim pending resolution of Wilson’s individual claims in arbitration.

23 30. On or about March 1, 2023, Wilson filed a Demand for Arbitration against
24 Homes.com (AAA Reference No. 01-23-0000-8716) (the “Arbitration”) in which Wilson
25 attached the Complaint from the Action and described the alleged claims against Homes.com
26 as follows: (1) failure to pay wages when due; (2) unlawful deductions from earned wages;
27 (3) failure to provide accurate and hard copy wage statements; (4) failure to pay all accrued
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1 vacation time at termination; (5) failure to provide signed written contracts setting forth
2 method by which commissions would be computed and paid; and, (6) failure to reimburse
3 expenses.

4 31. The Arbitration was set to occur on June 11-13, 2024. Shortly before the
5 Arbitration date, in May of 2024, the Parties reached a settlement of Plaintiff's individual
6 claims at-issue in the Arbitration.

7 32. Defendant denies each of the allegations made in the LWDA Letter and the
8 Complaint, and denies that it has any liability to Plaintiff or the Aggrieved Employees, and
9 denies that Plaintiff, the LWDA, or any allegedly Aggrieved Employee, current or former, is
10 entitled to any relief.

11 33. PAGA/Plaintiff's Counsel and Defense Counsel have extensive experience in
12 litigating wage and hour class actions in California, and they have vigorously litigated the
13 PAGA Action since its inception in December of 2021. Plaintiff propounded discovery and
14 received information and data from Defendant. Based on the information and data provided,
15 the Parties reached a settlement of Plaintiff's individual claims and agreed to participate in a
16 mediation regarding the remaining PAGA Claim.

17 34. On August 5, 2025, the Parties participated in a mediation before Louis Marlin,
18 a highly-experienced wage and hour mediator. Through the assistance of Mr. Marlin, the
19 Parties reached an agreement on the key terms of a settlement that addressed the PAGA
20 Claim brought by Plaintiff on behalf of himself, aggrieved employees, and the LWDA.

21 35. Because the Court must approve the Settlement, the Parties enter into this
22 Agreement on a conditional basis. Should the Court, or any other court taking jurisdiction of
23 this matter, decline to approve the Settlement, the Settlement shall be voidable and
24 unenforceable as to Plaintiff and Defendant, at the option of any party. In the event that the
25 Effective Date does not occur, this Agreement shall be deemed null and void *ab initio* and
26 shall be of no force or effect whatsoever, and shall not be referred to or utilized for any
27 purpose. Defendant denies all of Plaintiff's representative claims as to liability and penalties.
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1 Defendant expressly reserves all rights to challenge any and all such claims and allegations
2 upon all procedural and factual grounds, including the assertion of all defenses, if the
3 Effective Date of the Settlement does not occur. Likewise, Plaintiff expressly reserves all
4 rights to pursue, amend, dismiss or otherwise dispose of the claims covered under this
5 Settlement in the event the Effective Date of the Settlement does not occur.

6 36. Plaintiff and PAGA/Plaintiff's Counsel concluded, after taking into account the
7 sharply disputed factual and legal issues involved in the PAGA Action, the risks and delay
8 attending further prosecution, and the substantial benefits to be received pursuant to
9 settlement as set forth in this Agreement, that settlement on the terms set forth herein is in the
10 best interest of Plaintiff, the LWDA, and Aggrieved Employees, and is fair and reasonable.

11 37. Similarly, Defendant concluded, after taking into account the sharply disputed
12 factual and legal issues involved in the PAGA Action, the risks and expense attending further
13 litigation, and its desire to put the controversy to rest, that settlement on the terms set forth
14 herein is in its best interests and is fair and reasonable.

15 38. This Settlement contemplates entry of a Final Order and Judgment. The Court
16 shall retain jurisdiction over the PAGA Action and Parties for purposes of enforcing the
17 Settlement and resolving any disputes relating to the Settlement.

18 **SETTLEMENT APPROVAL AND IMPLEMENTATION PROCEDURE**

19 **Approval of Settlement**

20 39. PAGA/Plaintiff's Counsel will schedule a hearing date with the Court for the
21 Approval Hearing. Prior to the hearing date, and in accordance with statutory filing
22 requirements, PAGA/Plaintiff's Counsel shall submit this Agreement to the Court for its
23 approval, and move the Court to enter a Final Order and Judgment. The submission shall also
24 include such admissible evidence as may be required for the Court to approve the Settlement,
25 as required by California Labor Code section 2699 (1)(2). The submission shall also include a
26 proposed Notice apprising the Aggrieved Employees of the Settlement, in the form attached
27 hereto as **Exhibit A**, and a proposed order and judgment granting approval of the Settlement.
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1 **Cooperation**

2 40. The Parties agree to cooperate with each other to accomplish the terms of this
3 Settlement, including, but not limited to, the timely execution of such documents and such
4 other acts as may be reasonably necessary to implement the terms of this Settlement. Neither
5 the Parties nor any of their attorneys or agents shall solicit or encourage any Aggrieved
6 Employees to object to the Settlement. The Parties to the Settlement shall use their best
7 efforts, including all efforts contemplated by this Agreement and any other efforts that may
8 become necessary by Court order, or otherwise, to effectuate this Settlement and the terms set
9 forth herein.

10 **Approval Hearing**

11 41. The Court shall hold an Approval Hearing in order for the Court to consider
12 and determine: (i) whether the Court should approve the Settlement; (ii) whether the Court
13 should approve PAGA/Plaintiff's Counsel's application for attorneys' fees, costs, and
14 expenses; (iii) allocation of an Enhancement Award to Plaintiff; (iv) appointment of a
15 Settlement Administrator; and, (v) to address any concerns of the Court. At the Approval
16 Hearing, Plaintiff, PAGA/Plaintiff's Counsel, Defendant, and Defense Counsel shall ask the
17 Court to approve this Settlement.

18 **Settlement Payment Procedures**

19 42. Aggrieved Employees shall be paid exclusively from the Aggrieved Employees
20 Payment Amount.

21 43. Plaintiff and Defendant agree that the formula for calculating Settlement
22 payments to Aggrieved Employees provided herein is reasonable, and that the Settlement
23 payments as so calculated will provide for a fair settlement despite the uncertainties as to the
24 amounts alleged to be owed to the LWDA and Aggrieved Employees and the calculation of
25 those amounts.

26 44. The Gross Settlement Amount shall be allocated as follows: (a) \$750,000
27 (Seven Hundred and Fifty Thousand Dollars) shall be allocated to the LWDA Payment
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1 Amount; and (b) \$250,000 (Two Hundred and Fifty Thousand Dollars) shall be allocated to
2 the Aggrieved Employees Payment Amount. The foregoing allocation does not account for
3 any deduction that may be taken from the Gross Settlement Amount, including Plaintiff's
4 attorneys' fees award, Settlement Administrator fees, or Plaintiff's Enhancement Award. A
5 revised allocation will be prepared by the Settlement Administrator once the Court has
6 approved a specified and reasonable Plaintiff's attorney fees award, Settlement Administrator
7 fees, and Plaintiff's Enhancement Award. The LWDA Payment Amount shall be payable to
8 the LWDA pursuant to Section 2699(i) of PAGA and as set forth in Paragraph 14 above.

9 45. The amount that an Aggrieved Employee may receive from the Settlement shall
10 be calculated on a pro rata basis based on the number of Qualifying Pay Periods that
11 Defendant employed Aggrieved Employees between June 24, 2020 and the date of the
12 Court's approval of the Settlement.

13 46. Within thirty-five (35) days after the Effective Date, Defendant shall transmit
14 the Gross Settlement Amount to the Settlement Administrator. Within fifteen (15) days after
15 its receipt of the Gross Settlement Amount, the Settlement Administrator shall mail
16 Settlement payments to each Aggrieved Employee and to the LWDA, and shall transmit
17 PAGA/Plaintiff's Counsel the attorneys' fees and costs approved by the Court and transmit to
18 Plaintiff his Enhancement Award approved by the Court.

19 47. The Settlement Administrator shall be authorized to establish a Qualified
20 Settlement Fund ("QSF") pursuant to Internal Revenue Service ("IRS") rules and regulations
21 in which the Gross Settlement Amount shall be deposited and from which payments required
22 by the Settlement shall be made. The amount of each Settlement payment to each Aggrieved
23 Employee shall be recognized as penalties and shall not be subject to withholding.

24 48. The Released Parties shall not be required to provide any additional form of
25 compensation to any Aggrieved Employee as a result of his or her receipt of a Settlement
26 payment. Each Aggrieved Employee and the Plaintiff shall be responsible for remitting to
27 state and/or federal taxing authorities any applicable taxes which may be owed on any portion
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1 of any payment received pursuant to this Agreement.

2 49. It is expressly understood and agreed that the receipt of a Settlement payment
3 shall not entitle any Aggrieved Employee to additional compensation or benefits under any
4 company bonus, contest or other compensation or benefit plan or agreement, nor shall it
5 entitle any Aggrieved Employee to any increased retirement, 401(k) or matching benefits, or
6 deferred compensation benefits. The Parties agree that any Settlement payments made to
7 Aggrieved Employees under the terms of this Agreement shall not represent any modification
8 of previously credited length of service or other eligibility criteria under any bonus plan,
9 employee pension benefit plan or employee welfare plan sponsored by any of the Released
10 Parties, or to which any of the Released Parties are required to make contributions. Further,
11 any payments made under this Agreement shall not be considered compensation in any year
12 for purposes of determining eligibility for, or benefit accrual within, any employee pension
13 benefit plan or employee welfare benefit plan sponsored by any of the Released Parties or to
14 which any of the Released Parties are required to make contributions. It is the Parties' intent
15 that the Settlement payments provided for by this Agreement are the sole payments to be
16 made by Defendant to Aggrieved Employees, and that the Aggrieved Employees are not
17 entitled to any new or additional compensation or benefits as a result of having received the
18 Settlement payments, notwithstanding any contrary terms in any agreement, contract, benefit
19 or compensation plan document that might have been in effect during the PAGA Period.

20
21 50. All Settlement payment checks issued to Aggrieved Employees will be valid
22 for one hundred eighty (180) calendar days from the date of issuance and thereafter shall be
23 void/cancelled. All funds associated with such void/cancelled checks will be transmitted to
24 the Unclaimed Property Fund maintained by the California State Controller's Office, in
25 accordance with section 384 of the California Code of Civil Procedure. The Settlement
26 Administrator shall undertake amended and/or supplemental tax filings and reporting,
27 required under applicable local, state, and federal tax laws, that are necessitated due to the
28 cancellation of any Settlement payment checks.

1 51. The Settlement Administrator shall administer the Settlement, including, but
2 not limited to: (i) printing and mailing the Notice of PAGA Settlement; (ii) preparing and
3 submitting to Aggrieved Employees and government entities all appropriate tax filings and
4 forms; (iii) computing the amount of and distributing the LWDA Payment Amount,
5 Aggrieved Employee Payments, the Enhancement Award, and PAGA/Plaintiff's Counsel's
6 attorneys' fees and costs; (iv) and, establishing a QSF.

7 52. Settlement administration fees in a reasonable amount shall be paid to the
8 Settlement Administrator from the Gross Settlement Amount. Settlement administration fees
9 are not to exceed \$4,000. If the actual cost of settlement administration is less than the not to
10 exceed amount as approved by the Court, those funds shall be added to the Net Settlement
11 Amount for allocation to Aggrieved Employees. All costs associated with settlement
12 administration shall come out of the Gross Settlement Amount.

13 53. Defendant shall provide the names, last known addresses, social security
14 numbers, and periods of employment of the Aggrieved Employees during the PAGA Period
15 to the Settlement Administrator no later than twenty (20) days after the Court grants approval
16 of the Settlement. The Settlement Administrator shall only use this data for the purpose of
17 calculating Settlement payments and notifying Aggrieved Employees of the Settlement. The
18 Settlement Administrator shall not disclose the data to third parties, shall keep the data
19 confidential to the fullest extent possible, and shall be responsible for following all privacy
20 laws and taking appropriate steps to ensure that Aggrieved Employees' personal information
21 is safeguarded and protected from improper disclosure or use. The Settlement Administrator
22 shall run the data list through the National Change of Address database, and shall use the
23 most recent address for each Aggrieved Employee – either from Defendant's records or the
24 National Change of Address database – before mailing the Notice of Settlement and
25 Settlement payments. The Settlement Administrator shall also take reasonable steps to locate
26 any Aggrieved Employee whose Notice of Settlement is thereafter returned as undeliverable.
27 Defendant shall provide the data in a secure format to be determined by the Settlement
28

1 Administrator and Defendant. The Settlement Administrator shall establish a toll-free
2 telephone number to receive calls from Aggrieved Employees.

3 **Enhancement Award**

4 54. From the Gross Settlement Amount, the Plaintiff may seek approval from the
5 Court of an Enhancement Award not to exceed Fifteen Thousand Dollars and No Cents
6 (\$15,000.00), which Defendant shall not oppose.

7 **Payment of PAGA/Plaintiff Counsel's Attorneys' Fees, Costs and Expenses**

8 55. PAGA/Plaintiff's Counsel shall apply to the Court at the Approval Hearing for
9 an award of attorneys' fees not to exceed Three Hundred and Thirty Thousand Dollars and
10 No Cents (\$330,000), which is Thirty-Three Percent (33%) of the Gross Settlement Amount,
11 as well as litigation costs not to exceed Twenty-Three Thousand Dollars and No Cents
12 (\$23,000.00), both of which shall be paid out of the Gross Settlement Amount and neither of
13 which Defendant will oppose.

14 56. Any order relating to the award of attorneys' fees, costs or an Enhancement
15 Award will not operate to terminate or cancel this Agreement. If the amount of any
16 Enhancement Award, attorneys' fees and/or costs awarded by the Court is less than the
17 requested amounts, the difference shall serve to increase the Net Settlement Amount
18 distributed to Aggrieved Employees. Nothing in this Agreement will require Defendant to
19 pay more than the Gross Settlement Amount under any circumstances. There will be no
20 reversion to Defendant and no claims process for PAGA members to receive payment.

21 **Taxes and Withholding and Indemnification**

22 57. The Settlement Administrator shall be responsible for ensuring that all tax
23 obligations associated with the Settlement are timely paid to the appropriate governmental
24 taxing authorities. The Settlement Administrator's responsibilities include the following:

- 25 (i) filing all federal, state and local employment tax returns, income tax
26 returns, and any other tax returns associated with the taxes;
27 (ii) timely and proper filing of all required federal, state and local information
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returns (e.g., 1099s, W-2s, etc.); and

- (iii) completion of any other steps necessary for compliance with any tax obligations applicable to Settlement payments under federal, state and/or local law.

58. The Parties and Aggrieved Employees acknowledge and agree that:

- (i) No provision of this Agreement and no written communication or disclosure between or among the Parties or their attorneys and other advisers is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United State Treasury Department Circular 230 (31 CFR Part 10, as amended);
- (ii) Each Party and Aggrieved Employee (a) has relied exclusively upon their own, independent legal and tax advisers for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on him or her; and
- (iii) No attorney or adviser to any other party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by him or her of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

59. The Aggrieved Employees Payment Amounts shall be reported by the Settlement Administrator, as required, to the state and federal taxing authorities on IRS forms 1099 or similar forms. Each Aggrieved Employee shall be responsible for paying all applicable state, local, and federal income taxes on all amounts the Aggrieved Employee

1 receives pursuant to this Agreement. Each Aggrieved Employee is advised to obtain
2 independent tax advice in connection with this Agreement.

3 **RELEASED CLAIMS**

4 60. Upon approval by the Court of the Settlement and as of the Effective Date, the
5 State of California and all Aggrieved Employees are deemed to waive, discharge and forever
6 release, on behalf of themselves and their respective former and present representatives,
7 agents, attorneys, heirs, administrators, successors, and assigns, Defendant and the other
8 Released Parties from all claims, rights, demands, liabilities, causes of action, and theories of
9 liability for PAGA penalties or other PAGA relief that were pled or could have been pled
10 based on the factual allegations contained in the LWDA Letter and/or Complaint, and arising
11 from or otherwise relating to the PAGA Period, including without limitation any alleged
12 violations of California Labor Code sections 201-203, 221-224, 226, 226.3, 226.7, 227.3, 246,
13 248.5, 558, 2698, *et seq.*, 2699, 2699(a), 2699.5, 2751, and 2802.

14 **LIMITATIONS ON USE OF THIS SETTLEMENT**

15 **No Admission**

16 61. Neither the acceptance nor the performance by Defendant of the terms of this
17 Agreement nor any of the related negotiations or proceedings are or shall be claimed to be,
18 construed as, or deemed a precedent or an admission by Defendant of the truth of any
19 allegations in the Complaint. Defendant expressly denies any wrongdoing or liability to
20 Plaintiff, the LWDA, and any Aggrieved Employees, or any of its other current and former
21 employees.
22

23 **Non-Evidentiary Use**

24 62. Defendant denies that it has failed to comply with the law in any respect, or has
25 any liability to anyone based on the claims asserted in the Action. Plaintiff expressly
26 acknowledges that this Agreement is entered into for the purpose of compromising highly
27 disputed claims, and that nothing herein is an admission of liability or wrongdoing. Neither
28 the Agreement nor any document prepared in connection with the Settlement may be

1 admitted in any proceeding as an admission by Defendant. Notwithstanding this paragraph,
2 any and all provisions of this Agreement may be admitted in evidence and used in any
3 proceeding to enforce the terms of this Agreement, or in defense of any claims released or
4 barred by this Agreement.

5 **Nullification**

6 63. If the Court for any reason does not approve this Settlement, this Agreement
7 shall be considered null and void and the Parties to this Agreement shall stand in the same
8 position, without prejudice, as if the Agreement had been neither entered into nor filed with
9 the Court.

10 64. Invalidation of any material portion of this Agreement shall invalidate this
11 Agreement in its entirety unless the Parties agree in writing that the remaining provisions
12 shall remain in full force and effect.

13 **MISCELLANEOUS PROVISIONS**

14 **No Inducements**

15 65. Plaintiff and Defendant acknowledge that they are entering into this Settlement
16 as a free and voluntary act without duress or undue pressure or influence of any kind or nature
17 whatsoever, and that neither Plaintiff nor Defendant have relied on any promises,
18 representations or warranties regarding the subject matter hereof other than as set forth in this
19 Agreement.
20

21 **No Prior Assignment**

22 66. The Parties represent, covenant, and warrant that they have not directly or
23 indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to
24 any person or entity any portion of any liability, claim, demand, action, cause of action or
25 rights herein released and discharged except as set forth herein.

26 **Construction**

27 67. The Parties agree that the terms and conditions of this Agreement are the result
28 of lengthy, intensive arm's-length negotiations between the Parties and their counsel, and this

1 Agreement shall not be construed in favor of or against any Party by reason of the extent to
2 which any Party or his or its counsel participated in the drafting of this Agreement.

3 **California Law**

4 68. All terms of this Agreement and its exhibits shall be governed and interpreted
5 by and according to the laws of the State of California, without giving effect to any conflict of
6 law principles or choice of law principles.

7 **No Publicity**

8 69. Neither Plaintiff nor PAGA/Plaintiff's Counsel shall issue a press release, hold
9 a press conference, publish information about the Settlement on any website or social media,
10 respond to any press inquiries, or otherwise publicize the Settlement.

11 **Captions and Interpretations**

12 70. Paragraph titles or captions contained herein are inserted as a matter of
13 convenience and for reference, and in no way define, limit, extend, or describe the scope of
14 this Agreement or any provision hereof.

15 **Incorporation of Exhibits**

16 71. All exhibits to this Agreement are incorporated by reference and are a material
17 part of this Agreement. Any notice, order, judgment, or other exhibit that requires approval
18 of the Court must be approved without material alteration from its current form in order for
19 this Agreement to be enforceable.

20 **Modification**

21 72. This Agreement may not be changed, altered, or modified, except in a writing
22 signed by the Parties and approved by the Court. This Agreement may not be discharged
23 except by performance in accordance with its terms or by a writing signed by the Parties.

24 **Reasonableness of Settlement**

25 73. Plaintiff has represented that this is a fair, reasonable, and adequate settlement
26 and has arrived at this settlement through arm's-length negotiations, taking into account all
27 relevant factors, present and potential.
28

1 **Integration Clause**

2 74. This Agreement contains the entire agreement between the Parties relating to
3 the Settlement and transaction contemplated hereby, and all prior or contemporaneous
4 agreements, understandings, representations, and statements, whether oral or written and
5 whether by a party or such party's legal counsel, are merged herein. No rights hereunder may
6 be waived except in writing.

7 **Binding On Assigns**

8 75. This Agreement shall be binding upon and inure to the benefit of the Parties
9 and their respective heirs, trustees, executors, administrators, successors and assigns.

10 **No Prevailing Party**

11 76. No Party shall be considered a prevailing party for any purpose. Except as
12 otherwise provided for in this Agreement, each Party shall bear its or his or her own
13 attorneys' fees and costs.

14 **Counterparts**

15 77. This Agreement, and any amendments hereto, may be executed in any number
16 of counterparts, each of which when executed and delivered shall be deemed to be an
17 original, and all of which taken together shall constitute but one and the same instrument.
18 Fax, electronic, and PDF signatures shall be as valid as original signatures.

19 **Plaintiff To Be Bound and Attorney Authorization**

20 78. By signing this Agreement, Plaintiff agrees to be bound by its terms. The
21 Parties and their counsel agree to cooperate fully with each other and to use their best efforts
22 to effectuate the implementation of the Settlement.

23 **Administration Costs if Settlement Fails**

24 79. If the Settlement is not finally approved by the Court, voided or rescinded, any
25 costs incurred by the Settlement Administrator shall be paid equally by both Parties.

26 **Final Order and Judgment**

27 80. Upon approval of the Settlement, a "Final Order and Judgment" shall be
28

1 entered by the Court which shall, among other things:

- 2 (i) Grant approval to the Settlement as fair, reasonable, adequate, in good faith
3 and in the best interests of the Parties to carry out the provisions of this
4 Agreement.
- 5 (ii) Dismiss the PAGA Action with prejudice, subject to the Court's ongoing
6 jurisdiction to supervise the Parties' compliance with the terms of the
7 Court-approved settlement.
- 8 (iii) Reserve continuing jurisdiction as provided herein.

9 **IT IS SO STIPULATED AND AGREED.**

10
11 Dated: September 12, 2025

Maloyd B Wilson SPS

Maloyd Wilson

12
13 Dated: September ____, 2025

Costar Realty Information, Inc.

By: _____

Its: _____

1 entered by the Court which shall, among other things:

- 2 (i) Grant approval to the Settlement as fair, reasonable, adequate, in good faith
3 and in the best interests of the Parties to carry out the provisions of this
4 Agreement.
- 5 (ii) Dismiss the PAGA Action with prejudice, subject to the Court's ongoing
6 jurisdiction to supervise the Parties' compliance with the terms of the
7 Court-approved settlement.
- 8 (iii) Reserve continuing jurisdiction as provided herein.

9 **IT IS SO STIPULATED AND AGREED.**

10
11 Dated: September ____, 2025

Maloyd Wilson

12
13 Dated: September 12, 2025

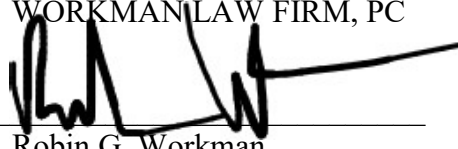
Gene Boxer

Costar Realty Information, Inc.
By: Gene Boxer
Its: General Counsel

1 **APPROVED AS TO FORM AND CONTENT**

2 ated: September 12, 2025

WORKMAN LAW FIRM, PC

3
4 By: 

Robin G. Workman

*Attorneys for Maloyd Wilson, and all others
similarly situated*

5
6
7 Dated: September ____, 2025

PROSKAUER ROSE LLP

8
9 By: _____

Philippe A. Lebel

Michelle L. Lappen

*Attorneys for CoStar Realty Information, Inc.,
successor to Defendant HOMES.COM, INC.*

NOTICE OF PAGA REPRESENTATIVE ACTION SETTLEMENT

<Date>

Re: The enclosed check re: San Mateo County Superior Court, entitled *Maloyd Wilson, et al. v. Homes.com, Inc., et al.*, Case No. 21-CIV-06523 (the “Civil Action”).

<Name>

<Address>

<City, State Zip>

Dear <Name>,

The enclosed payment is made to you because a Court approved a settlement of claims for civil penalties brought by Plaintiff Maloyd Wilson on behalf of the people of the State of California against Homes.com , Inc. (“Defendant”), pursuant to the California Private Attorneys General Act of 2004, California Labor Code §§ 2698 *et seq.* (“PAGA”) (the “Lawsuit”). The Lawsuit was based on Plaintiff’s contention that Defendant did not pay employees all wages at termination, did not fully reimburse for work-related expenses, and did not provide accurate wage statements, among other claims. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Lawsuit. The Court did not find that anyone did anything wrong and approved the settlement as a fair and reasonable resolution of disputed claims.

As a result of the settlement, you, the State of California and all other similarly situated non-exempt employees of Homes.com and/or CoStar Realty Information, Inc. are deemed to release all claims for PAGA penalties or other PAGA relief that were pled or could have been pled based on the factual allegations contained in the LWDA Letter or Complaint, and relating to the period between June 24, 2020 and the date of the Court’s approval of the settlement, including without limitation any alleged violations of California Labor Code §§ 201-203, 221-224, 226, 227.3, 246, 248.5, 558, 2698, *et seq.*, 2699, 2699(a), 2699.5, 2751, and 2802.

You may not opt out of this PAGA settlement.

Based on the number of qualifying pay periods you worked for Defendant between June 24, 2020 and _____, your individual payment amount is <\$Check Amount>.

The enclosed check represents your portion of the settlement recovery. You are responsible for paying any federal, state or local taxes owed as a result of this payment.

The enclosed check is valid for 180 days from the date of issuance. If you do not cash it within 180 days, the funds from uncashed checks will be remitted to the Unclaimed Property Fund maintained by the California State Controller’s Office, in accordance with California Code of Civil Procedure § 384.

EXHIBIT A TO STIPULATION OF SETTLEMENT

If you have any questions concerning this Settlement, you can contact the Settlement Administrator, ILYM Group, Inc. at : 1 (800) .

PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE

EXHIBIT A TO STIPULATION OF SETTLEMENT

Title	Settlement Agreement
File name	PAGA_Settlement_Agreement_Final_.docx
Document ID	c111f1c35bf0d96a011df655051994045e0d4dc0
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document history

**SENT****09 / 12 / 2025**

12:00:06 UTC-7

Sent for signature to Maloyd Wilson (minstr3@yahoo.com) from
cheryl@workmanlawpc.com
IP: 24.7.122.2

**VIEWED****09 / 12 / 2025**

12:25:12 UTC-7

Viewed by Maloyd Wilson (minstr3@yahoo.com)
IP: 104.173.75.230

**SIGNED****09 / 12 / 2025**

12:56:47 UTC-7

Signed by Maloyd Wilson (minstr3@yahoo.com)
IP: 104.173.75.230

**COMPLETED****09 / 12 / 2025**

12:56:47 UTC-7

The document has been completed.