PAGA REPRESENTATIVE ACTION SETTLEMENT AGREEMENT

This PAGA Representative Action Settlement Agreement ("Settlement" or "Agreement") is made by and between Plaintiff Gregory Haluska ("Plaintiff"), in his capacity as private attorney general pursuant to California's Labor Code Private Attorneys General Act, as amended, Labor Code section 2698 *et seq.* ("PAGA"), on behalf of himself and other Aggrieved Employees and the California Labor and Workforce Development Agency ("LWDA"), and Defendants CoStar Realty Information, Inc. ("CoStar Realty") and CoStar Group, Inc. ("CoStar Group") ("Defendants") (Plaintiff and Defendants collectively, the "Parties"), with regard to the PAGA claims alleged in the lawsuit filed by Plaintiff against Defendants which is now pending in the San Diego County Superior Court (the "Court") and styled *Gregory Haluska, et al. v. Homes.com, Inc., et al.*, Case No. 37-2022-00020303-CU-OE-CTL (the "Action").[1]

DEFINITIONS

1. Unless otherwise defined herein, the terms within quotation marks below shall have the following meanings when used in this Agreement:
2. "Aggrieved Employees" means all non-exempt employees who worked for Defendants in California and worked any time during the PAGA Period.
3. "Aggrieved Employees Payment Amount" refers to the total Net Settlement Amount which will be distributed to the Aggrieved Employees by the Settlement Administrator. The Aggrieved Employees Payment Amount represents the Aggrieved Employees' Twenty-Five percent (25%) share of the total amount allocated to PAGA penalties as part of this Settlement. Each Aggrieved Employee shall receive an "Individual Aggrieved Employee Payment" from the total Aggrieved Employees Payment Amount based on the formula set forth herein below. There will be no claims process required for Aggrieved Employees to receive their respective Individual Aggrieved Employee Payments.

[1] On January 13, 2023, the Court ordered Landmark Media Enterprises, LLC dismissed with prejudice. In addition, since CoStar Group acquired Homes Group, LLC, the parent company of Homes.com, Inc., in 2021, the only remaining defendants are CoStar Realty and CoStar Group.

4. "Complaint" means the Complaint filed by Plaintiff in the Action on May 27, 2022.
5. "Court" means the San Diego County Superior Court.
6. "Defense Counsel" means:

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7. "Effective Date" means the date the Court approves the Settlement and dismisses Plaintiff's Non-PAGA Class Claims pursuant to California Rules of Court, Rule 3.770, if no objections have been filed. If objections are filed, the Effective Date is either the date on which to file an appeal has expired or the final resolution of any appeal that has been filed, whichever date is later.
8. "Enhancement Award" means any payment to the Plaintiff for his service to the LWDA and the Aggrieved Employees, which is in addition to whatever payment he may otherwise be entitled to as an Aggrieved Employee.
9. "Approval" means the time at which Plaintiff shall request that the Court approve the fairness, reasonableness and adequacy of the terms and conditions of the Settlement, enter the Final Order and Judgment, and take other appropriate action.
10. "Final Order and Judgment" means the order and judgment that the Court enters upon granting approval of the Settlement and this Agreement as binding on the Parties and the LWDA, as detailed in Paragraph 78 below.
11. "Gross Settlement Amount" means the maximum amount of Nine Hundred and Seventy-Five Thousand Dollars ($975,000.00) that Defendants shall be required to pay under this Agreement. There will be no reversion to Defendants of any portion of the Gross Settlement Amount.

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

13. "LWDA Letter" means the letter dated March 17, 2022, providing Notice of Violations of California Labor Code 201-203, 204, 226, 226.3, 246, 510, 558, 1174, and 1194 that Plaintiff submitted to the LWDA through PAGA/Plaintiff's Counsel.

14. "LWDA Payment Amount" means seventy-five percent (75%) of the amount remaining from the Gross Settlement Amount after deductions for attorneys' fees and litigation costs, any Enhancement Award, and settlement administration fees and costs approved by the Court.

15. "Notice of PAGA Settlement" means the form attached to this Agreement as **Exhibit A** that the Settlement Administrator shall mail to Aggrieved Employees with their individual Aggrieved Employees Payments.

16. "PAGA/Plaintiff's Counsel" means:

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17. "PAGA Period" means March 17, 2021 through the date the Court issues an order approving this Settlement.
18. "PAGA Representative" or "Plaintiff" means Gregory Haluska.
19. "Qualifying Pay Periods" means the total number of pay periods in which Defendants employed the Aggrieved Employees in non-exempt positions in California during the PAGA Period. There are estimated to be approximately 13,820 Qualifying Pay Periods.
20. "Released Claims" are those defined in Paragraph 58 of this Agreement.
21. "Released Parties" means Defendants and Defendants' present and former parents, affiliates, divisions and subsidiaries, acquired companies, predecessors, successors, assigns, insurers, reinsurers, related entities, divested businesses and business units, and each of their respective present and former board members, directors, officers, owners, shareholders, agents, representatives, members, employees, partners, attorneys, insurers, reinsurers, predecessors, successors, assigns, affiliated companies and entities, and any individual entity that could be jointly liable with any of the foregoing.
22. "Settlement Administrator" means ILYM Group, Inc.
23. "Settlement" means the settlement as provided for in this Agreement.

THE SETTLEMENT

24. Subject to the Court's approval pursuant to California Labor Code section 2699 (l)(2), the Parties agree to settle the Action upon the terms and conditions and for the consideration set forth in this Agreement. This Agreement and the promises and obligations set forth herein are intended to effectuate a final resolution and dismissal of the Action in its entirety and without limitation. Upon approval by the Court of this Settlement, the Court shall enter a Final

Order and Judgment in this Action, dismissing the putative class claims without prejudice and dismissing the remaining PAGA and individual claims asserted by Plaintiff with prejudice, subject to the Court's ongoing jurisdiction to ensure the Parties' compliance with the Agreement and the Court's orders with respect to the Agreement.

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

a. Defendants shall pay the Gross Settlement Amount (*i.e.*, Nine-Hundred and Seventy-Five Thousand Dollars ($975,000), which shall be inclusive of all Aggrieved Employees Payment Amounts, all attorneys' fees and litigation expenses (including court costs) paid to PAGA/Plaintiff's Counsel, any Enhancement Award, any settlement administration costs and expenses, and the LWDA Payment Amount. In no event shall Defendants be required to pay more than the Gross Settlement Amount.

b. The Agreement shall apply to Aggrieved Employees and all Aggrieved Employees shall receive payment in accordance with the terms of this Agreement.

c. The Settlement Administrator shall be ILYM Group, Inc. From the Gross Settlement Amount, settlement administration fees and costs in a reasonable amount not to exceed ten thousand dollars ($10,000) shall be paid to the Settlement Administrator. If the actual cost of settlement administration is less than this amount, the excess funds shall be added to the Net Settlement Amount for distribution to Aggrieved Employees.

d. From the Gross Settlement Amount, Plaintiff may seek from the Court an Enhancement Award not to exceed Fifteen Thousand Dollars and No Cents ($15,000.00), which Defendants shall not oppose. However, if the Court awards a lesser amount, it shall not affect the terms of the

Settlement, and any portion of the requested Enhancement Award not approved shall become part of the Net Settlement Amount. Further, approval of the Settlement by the Court shall not be contingent on approval of the Enhancement Award. Plaintiff's entitlement to the Enhancement Award shall be conditioned upon Plaintiff's execution of a release of all claims, known and unknown, as well as a waiver pursuant to California Civil Code section 1542.

e. PAGA/Plaintiff's Counsel may seek attorneys' fees up to Three Hundred and Fifty Thousand Dollars ($350,000), as well as litigation costs not to exceed Twelve Thousand Dollars ($12,000.00), both of which shall be deducted from the Gross Settlement Amount, and neither of which shall be opposed by Defendants. However, if the Court awards a lesser amount of attorneys' fees or litigation costs, it shall not affect the terms of the Settlement, and any portion of the requested attorneys' fees or litigation costs not approved shall become part of the Net Settlement Amount. Approval of the Settlement by the Court shall not be contingent on approval of the attorneys' fees or litigation costs requested by Plaintiff's Counsel.

BACKGROUND

26. Homes.com, Inc. ("Homes.com") employed Haluska as an inside sales representative beginning in September 2019. In May 2021, CoStar Group completed its stock purchase of Homes Group, LLC, the parent company of Homes.com. Immediately after the acquisition, as a condition of his employment with CoStar Realty, Haluska executed a May 25, 2021 Terms and Conditions of Employment and Agreement to Arbitrate Controversies (the "T&C Agreement"). Haluska's employment with CoStar Realty ended in January 2023.

27. On March 17, 2022, Plaintiff provided Defendants and LWDA with written

notice, via online filing and via certified mail, of the specific provisions of the Labor Code alleged to have been violated by Defendants, and the facts and theories to support the allegations. The LWDA assigned this matter Case No. LWDA-CM-874068-22.

28. On or about May 27, 2022, Haluska filed a civil complaint against Defendants alleging the following causes of action on behalf of a putative class consisting of all of Defendants non-exempt employees in California going back four years: (1) failure to pay overtime; (2) failure to provide accurate wage statements; and (3) unlawful and unfair business practices pursuant to the Unfair Competition Law, Bus. & Prof. Code § 17200 *et al.* (the "Non-PAGA Class Claims"), as well as a fourth cause of action pursuant to the PAGA seeking representative civil penalties pursuant to the PAGA (the "PAGA Claim");

29. On July 18, 2022, Defendants filed a motion to compel Plaintiff to individual arbitration pursuant to the T&C Agreement, which included a waiver of the right to proceed on a class, collective and representative basis. On October 27, 2023, the Superior Court denied Defendants' motion to compel arbitration because it found the waiver of representative PAGA claims unenforceable.

30. On November 15, 2023, Defendants filed a Notice of Appeal with respect to the Court's ruling on the motion to compel arbitration. On December 19, 2024, the Court of Appeal reversed the Court's ruling regarding Defendants' motion to compel arbitration and remanded the case back to the Court with instructions to address Plaintiff's alternative unconscionability arguments.

31. Defendants deny each of the allegations made in the LWDA Letter and the Complaint, and deny that it has any liability to Plaintiff or Aggrieved Employees, and denies that Plaintiff, the LWDA, or any other allegedly Aggrieved Employee, current or former, is entitled to any relief. Further,

Defendants maintain that Plaintiff cannot pursue any claims on behalf of the putative class by virtue of Plaintiff's agreement to arbitrate his non-PAGA claims on an individual basis in the T&C Agreement.

32. PAGA/Plaintiff's Counsel and Defense Counsel have extensive experience in litigating wage and hour class actions in California, and they have vigorously litigated the Action since its inception in March of 2022. Plaintiff propounded discovery and received information and data from Defendants. Based on the information and data provided, the parties agreed to participate in a meaningful mediation regarding the PAGA claims.

33. On August 5, 2025, the Parties participated in a mediation before Louis Marlin, Esq., an experienced wage and hour class action mediator. With the assistance of Mr. Marlin, the Parties reached an agreement on the key terms of a settlement that addressed the PAGA claims brought by Plaintiff on behalf of himself, the Aggrieved Employees, and the LWDA. The Parties' Settlement is contingent upon the dismissal of the Non-PAGA Class Claims, without prejudice.

34. Because the Court must approve the PAGA Settlement and dismiss the Non-PAGA Class Claims, without prejudice, pursuant to California Rule of Court, Rule 3.770, the Parties enter into this Agreement on a conditional basis. Should the Court, or any other court taking jurisdiction of this matter, decline to approve all material aspects of the Settlement or make any ruling substantially altering the material terms of the Settlement or refuse to dismiss the Non-PAGA Class Claims, the Settlement shall be voidable and unenforceable as to Plaintiff and Defendants, at the option of any party. Further, in the event that the Effective Date does not occur, this Agreement shall be deemed null and void *ab initio* and shall be of no force or effect whatsoever, and shall not be referred to or utilized for any purpose. Defendants

deny all of Plaintiff's representative claims as to liability. Defendants expressly reserve all rights to challenge any and all such claims and allegations upon all procedural and factual grounds, including the assertion of all defenses, if the Effective Date of the Settlement does not occur; further, Defendants enter into this Settlement without prejudice to their arguments that Plaintiff was required to arbitrate all of his claims—but for the representative PAGA claim. Likewise, Plaintiff expressly reserves all rights to pursue, amend, dismiss or otherwise dispose of the claims covered under this Settlement in the event the Effective Date of the Settlement does not occur.

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

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

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

SETTLEMENT APPROVAL AND IMPLEMENTATION PROCEDURE

Approval of Settlement

38. PAGA/Plaintiff's Counsel will file a Request for Approval of the PAGA Settlement and Dismissal of the Non-PAGA Class Claims, along with a Declaration from PAGA/Plaintiff's Counsel pursuant to CRC, Rule 3.770.

PAGA/Plaintiff's Counsel shall submit this Agreement to the Court for its approval, and request the Court to enter a Final Order and Judgment. The submission shall also include such admissible evidence as may be required for the Court to approve the Settlement, as required by California Labor Code section 2699 (l)(2). The submission shall also include a proposed Notice apprising the Aggrieved Employees of the Settlement, in the form attached hereto as **Exhibit A**, and a proposed order and judgment granting approval of the Settlement.

Cooperation

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

Settlement Payment Procedures

40. Aggrieved Employees shall be paid exclusively from the Aggrieved Employees Payment Amount.
41. Plaintiff and Defendants agree that the formula for calculating Individual Aggrieved Employee Payments to Aggrieved Employees provided herein is reasonable, and that the Individual Aggrieved Employee Payments as so calculated will provide for a fair settlement despite the uncertainties as to the amounts alleged to be owed to the LWDA and Aggrieved Employees and the calculation of those amounts.

42. Assuming that the Court approves the amounts proposed, the Gross Settlement Amount shall be allocated as follows: (a) $350,000 for attorneys' fees and $12,000 for litigation expenses (including court costs) paid to PAGA/Plaintiff's Counsel; (b) $15,000 in the form of the Enhancement Award paid to Plaintiff; (c) $10,000 to the Settlement Administrator for Settlement Administration costs and expenses; (d) $441,000 to the LWDA Payment Amount; and (e) $147,000 to the Aggrieved Employees Payment Amount. The foregoing allocation does not account for any reductions in the amounts awarded by the Court for Plaintiff's attorneys' fees award, the Settlement Administrator fees, or Plaintiff's Enhancement Award. A revised allocation will be prepared by the Settlement Administrator once the Court has approved a specified and reasonable Plaintiff's attorney fees award, Settlement Administrator fees, and Plaintiff's Enhancement Award. The LWDA Payment Amount shall be payable to the LWDA pursuant to Section 2699(i) of PAGA and as set forth in Paragraph 14 above.

43. The amount that each Aggrieved Employee will receive as an Individual Aggrieved Employee Payment from the Settlement shall be calculated on a pro rata basis based on the number of Qualifying Pay Periods that Defendants employed Aggrieved Employees in non-exempt positions in California during the PAGA Period.

44. Within thirty-five (35) days after the Effective Date, Defendants shall transmit the Gross Settlement Amount to the Settlement Administrator. Within fifteen (15) days after its receipt of the Gross Settlement Amount, the Settlement Administrator shall mail Individual Aggrieved Employee Payments to each Aggrieved Employee and, to the LWDA, and shall transmit PAGA/Plaintiff's Counsel the attorneys' fees and costs approved by the Court and transmit to Plaintiff his Enhancement Award approved by the Court.

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

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

47. It is expressly understood and agreed that the receipt of any Individual Aggrieved Employee Payment shall not entitle any Aggrieved Employee to additional compensation or benefits under any company bonus, contest or other compensation or benefit plan or agreement, nor shall it entitle any Aggrieved Employee to any increased retirement, 401(k) or matching benefits, or deferred compensation benefits. The Parties agree that any Individual Aggrieved Employee Payments made to Aggrieved Employees under the terms of this Agreement shall not represent any modification of previously credited length of service or other eligibility criteria under any bonus plan, employee pension benefit plan or employee welfare plan sponsored by any of the Released Parties, or to which any of the Released Parties are required to make contributions. Further, any Individual Aggrieved Employee Payments made under this Agreement shall not be considered compensation in any year for purposes of determining eligibility for, or benefit accrual within, any employee pension benefit plan or employee welfare benefit plan sponsored by any of the

Released Parties or to which any of the Released Parties are required to make contributions. It is the Parties' intent that the Individual Aggrieved Employee Payments provided for by this Agreement are the sole payments to be made by Defendants to Aggrieved Employees, and that the Aggrieved Employees are not entitled to any new or additional compensation or benefits as a result of having received the Individual Aggrieved Employee Payments, notwithstanding any contrary terms in any agreement, contract, benefit or compensation plan document that might have been in effect during the PAGA Period.

48. For any Individual Aggrieved Employee Payment that remains uncashed/unnegotiated after one hundred twenty (120) days of disbursement, the Administrator shall transmit the funds represented by such uncashed checks to the California Controller's Unclaimed Property Fund in the name of the relevant Aggrieved Employee thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

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

50. Settlement administration fees in a reasonable amount shall be paid to the Settlement Administrator from the Gross Settlement Amount by the Settlement Administrator. Settlement administration fees are not to exceed $10,000. If the actual cost of settlement administration is less than the amount approved by the Court, any additional funds shall be added to the Net Settlement Amount for

payment to Aggrieved Employees. All costs associated with settlement administration shall come out of the Gross Settlement Amount.

51. Defendants shall provide the names, last known addresses, social security numbers, and periods of employment in non-exempt positions in California of the Aggrieved Employees during the PAGA Period to the Settlement Administrator no later than twenty (20) business days after the Court grants approval of the Settlement. The Settlement Administrator shall only use this data for the purpose of calculating Individual Aggrieved Employee Payments and notifying Aggrieved Employees of the Settlement. The Settlement Administrator shall not disclose the data to third parties, shall keep the data confidential to the fullest extent possible, and shall be responsible for following all privacy laws and taking appropriate steps to ensure that Aggrieved Employees' personal information is safeguarded and protected from improper disclosure or use. The Settlement Administrator shall run the data list through the National Change of Address database, and shall use the most recent address for each Aggrieved Employee – either from Defendant's records or the National Change of Address database – <u>before</u> mailing the Notice of Settlement and Individual Aggrieved Employee Payments. The Settlement Administrator shall also take reasonable steps to locate any Aggrieved Employee whose Notice of Settlement is thereafter returned as undeliverable. Defendants shall provide the data in a secure format to be determined by the Settlement Administrator and Defendant. The Settlement Administrator shall establish a toll-free telephone number to receive calls from Aggrieved Employees.

Escalator Clause

52. Defendants estimate that there are approximately 13,820 Qualifying Pay Periods within the PAGA Period. If the actual number of pay periods is greater than 13,820 by more than 10 percent, then, the Gross Settlement Amount will

be subject to a pro rata increase based on the percentage that the actual number of Qualifying Pay Periods exceed 13,820. For example, if the number of Qualifying Pay Periods is 11 percent higher, the Gross Settlement Amount will be increased by 1 percent.

Enhancement Award

53. From the Gross Settlement Amount, Plaintiff may seek approval from the Court of an Enhancement Award not to exceed Fifteen Thousand Dollars and No Cents ($15,000.00), which Defendants shall not oppose. However, if the Court awards a lesser amount as an Enhancement Award, it shall not affect the terms of the Settlement, and any portion of the requested Enhancement Award not approved shall become part of the Net Settlement Amount. Further, approval of the Settlement by the Court shall not be contingent on approval of the Enhancement Award.

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

54. PAGA/Plaintiff's Counsel shall apply to the Court at the Approval Hearing for an award of attorneys' fees not to exceed Three Hundred and Fifty Thousand Dollars and No Cents ($350,000), as well as litigation costs not to exceed Twelve Thousand Dollars and No Cents ($12,000.00), both of which shall be paid out of the Gross Settlement Amount and neither of which Defendants will oppose. Any order relating to the award of attorneys' fees, costs or an Enhancement Award will not operate to terminate or cancel this Agreement. If the amount of any Enhancement Award, attorneys' fees and/or costs awarded by the Court is less than the requested amounts, the difference shall serve to increase the Aggrieved Employees' Payment Amount to be distributed to Aggrieved Employees as part of their Individual Aggrieved Employee Payments. Nothing in this Agreement will require Defendants to pay more than the Gross Settlement Amount under any circumstances.

Taxes and Withholding and Indemnification

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

(i) filing all federal, state and local employment tax returns, income tax returns, and any other tax returns associated with the taxes;

(ii) timely and proper filing of all required federal, state and local information returns (*e.g.*, 1099s, W-2s, etc.); and

(iii) completion of any other steps necessary for compliance with any tax obligations applicable to Individual Aggrieved Employee Payments under federal, state and/or local law.

56. 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.

57. The Individual Aggrieved Employee Payments shall be reported by the Settlement Administrator, as required, to the state and federal taxing authorities on IRS forms 1099 or similar forms. The Individual Aggrieved Employee Payments shall be reported and characterized as penalties (not wages) for purposes of taxes. Each Aggrieved Employee shall be responsible for paying all applicable state, local, and federal income taxes on all amounts the Aggrieved Employee receives pursuant to this Agreement. Each Aggrieved Employee is advised to obtain independent tax advice in connection with this Agreement.

RELEASED CLAIMS

58. Upon approval by the Court of the Settlement and as of the Effective Date, the State of California and all Aggrieved Employees are deemed to waive, discharge and forever release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, Defendants and the other Released Parties from any and all claims, rights, demands, liabilities, causes of action, and theories of liability 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 PAGA Period, including without limitation any alleged violations of California Labor Code §§ 201-204, 221, 224, 226, 226.3, 246, 248.5, 510, 558, 1194, 2698 *et seq.*, 2699, 2699(a), and 2699.5.

59. Upon approval by the Court of the Settlement and as of the Effective Date, and except for claims which cannot be released by private agreement as a matter of

law, Plaintiff, on behalf of himself and his heirs, spouse, representatives, executors, administrators, successors, relatives and assigns, shall have fully waived, released and discharged Defendants and the Released Parties as to and from all claims arising out of or in any way related to Plaintiff's former employment with Defendants, the termination of his employment, and any other acts or omissions from the beginning of time through the date that Plaintiff executes this Agreement that have or could have been asserted in any legal action or proceeding against Defendants, whether known or unknown, arising under any federal, state, or local law, statute, regulation, or ordinance (including, without limitation, any and all claims arising under the California Labor Code, the Fair Labor Standards Act, the Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, the Employee Retirement Income Security Act, the National Labor Relations Act, the California Business and Professions Code, the Wage Orders of the Industrial Welfare Commission, the California Government Code (including, without limitation, the California Fair Employment and Housing Act), and the California Constitution, all as amended), for breach of contract, any tort claims, any equitable claims, and any claims for expenses, attorney's fees, and/or costs. It is agreed that, as to Plaintiff, the Parties intend this to be a general release which is to be broadly construed as a release of all claims, except those that cannot be released as a matter of law. In signing this Agreement, Plaintiff understands and expressly agrees that this Agreement extends to claims that he has against Defendants, of whatever nature and kind, known or unknown, suspected or unsuspected, vested or contingent, arising from or attributable to an incident or event, occurring in whole or in part, on or before his execution of this Agreement. Any and all rights granted under any state or federal law or regulation limiting the effect of this Agreement, including the provisions of Section 1542 of the

California Civil Code, ARE HEREBY EXPRESSLY WAIVED. Section 1542 of the California Civil Code reads 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.

LIMITATIONS ON USE OF THIS SETTLEMENT

No Admission

60. Neither the acceptance nor the performance by Defendants of the terms of this Agreement nor any of the related negotiations or proceedings are or shall be claimed to be, construed as, or deemed a precedent or an admission by Defendants of the truth of any allegations in the Complaint. Defendants expressly deny any wrongdoing or liability to Plaintiff, the LWDA, and any Aggrieved Employees, or any of its other current and former employees.

Non-Evidentiary Use

61. Defendants deny that they failed to comply with the law in any respect, or have any liability to anyone based on the claims asserted in the Action. Plaintiff expressly acknowledges that this Agreement is entered into for the purpose of compromising highly disputed claims, and that nothing herein is an admission of liability or wrongdoing. Neither the Agreement nor any document prepared in connection with the Settlement may be admitted in any proceeding as an admission by Defendants. Notwithstanding this paragraph, any and all provisions of this Agreement may be admitted in evidence and used in any proceeding to enforce the terms of this Agreement, or in defense of any claims released or barred by this Agreement.

Nullification

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

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

MISCELLANEOUS PROVISIONS

No Inducements

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

No Prior Assignment

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

Construction

66. The Parties agree that the terms and conditions of this Agreement are the result of lengthy, intensive arm’s-length negotiations between the Parties and their counsel, and this Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or his or its counsel participated in the drafting of this Agreement.

California Law

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

Captions and Interpretations

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

Incorporation of Exhibits

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

Modification

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

Reasonableness of Settlement

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

Integration Clause

72. This Agreement contains the entire agreement between the Parties relating to the Settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a party or such party's legal counsel,

are merged herein. No rights hereunder may be waived except in writing.

Binding On Assigns

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

No Prevailing Party

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

Counterparts

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

Plaintiff To Be Bound and Attorney Authorization

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

Administration Costs if Settlement Fails

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

Final Order and Judgment

78. Upon approval of the Settlement, a Final Order and Judgment shall be entered by the Court which shall, among other things:

(i) Grant approval to the Settlement as fair, reasonable, adequate, in good faith and in the best interests of the Parties to carry out the provisions of this Agreement.

(ii) Dismiss the Non-PAGA Class Claims without prejudice, dismiss the PAGA Claims with prejudice, subject to the Court's ongoing jurisdiction to supervise the Parties' compliance with the terms of the Court-approved settlement.

(iii) Reserve continuing jurisdiction as provided herein.

IT IS SO STIPULATED AND AGREED.

Dated: November 11/13, 2025

DocuSigned by:
Greg Haluska
A3BC71C1DB50479...
Gregory Haluska

Dated: November ____, 2025

____
CoStar Realty Information, Inc.
By: ________________________
Its: ________________________

Dated: November ____, 2025

____
CoStar Group, Inc.
By: ________________________
Its: ________________________

EXHIBIT "A"

NOTICE OF PAGA REPRESENTATIVE ACTION SETTLEMENT

<Date>

Re: The enclosed check re: San Diego County Superior Court, entitled *Gregory Haluska, et al. v. Homes.com, Inc., et al.*, Case No. 37-2022-00020303-CU-OE-CTL (the "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 Gregory Haluska on behalf of himself and other former California non-exempt employees of CoStar Realty Information, Inc., CoStar Group, Inc., Homes Group LLC, and/or Homes.com, Inc. (collectively, the "Defendants"), pursuant to the California Private Attorneys General Act, California Labor Code §§ 2698 *et seq*. ("PAGA"). In the lawsuit, Mr. Haluska alleged that Defendants did not pay employees overtime correctly, did not pay all wages due to employees upon their resignation or termination of employment, and did not provide accurate itemized wage statements, among other wage and hour claims. Defendants denied any liability or wrongdoing. Although the Court approved the parties' settlement, the Court did not make any ruling on the merits of Mr. Haluska's allegations.

Pursuant to the settlement approved by the Court, you, the State of California and all other similarly situated non-exempt employees of Defendants 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 letter that Mr. Haluska sent to the California Labor and Workforce Development Agency regarding his allegations and in his Complaint in the lawsuit, and relating to the period between March 17, 2021 and <insert Court approval date>, including without limitation any alleged violations of California Labor Code §§ 201-203, 204, 226, 226.3, 246, 248.5, 510, 558, 1174, and 1194.

Because Mr. Haluska proceeded in the shoes of the State of California on your behalf, you may <u>not</u> opt out of this PAGA settlement, though it does not affect any individual claims you may have, other than those pursuant to the PAGA.

Based on the number of qualifying pay periods you worked for one or more of Defendants in a non-exempt position in California between March 17, 2021 and <insert Court approval date>, your individual settlement 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 120 days from the date of issuance—*i.e.*, until <check expiration date>. If you do not cash or deposit it within 120 days (*i.e.*, by <check expiration date>), the funds will be remitted to the California Controller's Unclaimed Property Fund in your name.

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