

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

JENNIFER NOSALEK, RANDY
HIRSCHORN, and TRACEY HIRSCHORN,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

MLS PROPERTY INFORMATION
NETWORK, INC., REALOGY HOLDINGS
CORP., HOMESERVICES OF AMERICA,
INC., BHH AFFILIATES, LLC, HSF
AFFILIATES, LLC, RE/MAX, LLC, and
KELLER WILLIAMS REALTY, INC.,

Defendants.

No: 1:20-CV-12244

ORAL ARGUMENT REQUESTED

**DEFENDANT REALOGY HOLDINGS CORP.'S
RESPONSE IN OPPOSITION TO PLAINTIFFS' MOTION TO COMPEL**

Despite the fact that Plaintiffs made the strategic decision not to sue the National Association of Realtors (“NAR”), presumably in order to avoid having this case transferred to one of the courts presiding over the cases that Plaintiffs claim are related, in which NAR has been named as a defendant, they now seek nationwide discovery about NAR and NAR rules. Tellingly, the rule of Defendant MLS Property Information Network, Inc. (“MLS PIN”) that Plaintiffs are challenging *in this case* is not even mentioned until they are almost one-third of the way into their brief. And, when Plaintiffs do finally mention, albeit obliquely, the MLS PIN rule that they are challenging, they concede that the “MLS PIN is *not* operated by the NAR and brokers in the MLS PIN Service Area are *not* directly required to follow the NAR Rule as such.” Pls.’ Mot. at 3 (emphasis added).

Nevertheless, even though Plaintiffs do not allege a national class or a national relevant geographic market, or that NAR is a defendant, or that NAR governs the operations of Defendant MLS PIN, or that they are challenging any NAR rules, Plaintiffs assert that they are entitled to nationwide discovery pertaining to a rule contained in the NAR Handbook on Multiple Listing Policy (*see id.* at 2-3) (the “NAR Rule”). Plaintiffs argue that they are entitled to this nationwide, NAR-related discovery from Realogy Holdings Corp. (n/k/a Anywhere Real Estate, Inc.) (“Realogy”) because Plaintiffs allege that Section 5 of the MLS PIN rules, enacted in 1996, was based on the NAR Rule. *See* Pls. Mot. at 3. Regardless of whether that may be an accurate contention, Realogy did not even come into existence until a decade later, in 2006. Accordingly, Plaintiffs’ suggestion that Realogy’s supposed role in developing Section 5 of the MLS PIN rules justifies nationwide discovery related to the NAR Rule is contradicted by unassailable facts—Section 5 of the MLS PIN rules was allegedly enacted in 1996, a decade before Realogy even came into existence.

Plaintiffs’ case is about a single multiple listing service (“MLS”), the MLS PIN, and the purported impact of MLS PIN rules in the MLS PIN Covered Area. *See generally* Am. Compl. In seeking unfettered nationwide discovery regarding NAR rules pertaining to other unrelated MLSs, Plaintiffs are asking the Court to disregard the relevant geographic market that they allege in their operative complaint:

Defendants’ conduct alleged herein has inflated buyer-broker commissions within the areas in Massachusetts and Rhode Island and much of New Hampshire in which [MLS PIN] operates and has injured home sellers in those areas (“Covered Area”).

Am. Compl. ¶ 18. Plaintiffs are also asking the Court to disregard the definition of “Buyer-Broker Commission Rule” that they alleged in their Amended Complaint, in favor of the newly expanded definition of “Buyer-Broker Commission Rule” that they are advancing now instead.

Compare Am. Compl. ¶ 47 (“The rules described in Section 5 of the MLS PIN Rules shall be referred to herein as the ‘Buyer-Broker Commission Rule.’”) *with* Ex. A at 2 (“a rule requiring brokers or agents to make a specific unilateral blanket offer of compensation to other MLS participants and includes, but is not limited to, the requirements on listing brokers set forth in Section 5 of the MLS PIN Rules”). Plaintiffs have failed to show why the requested expansive and irrelevant discovery they are seeking from Realogy would be appropriate here, or proportional to the claims that Plaintiffs assert in their Amended Complaint. Courts in antitrust cases routinely reject attempts to compel discovery outside of the alleged relevant markets, and this Court should do the same here.

I. Background

On March 4, 2022, Plaintiffs served their First Requests to All Defendants for Production of Documents. Ex. A (“Requests”). Despite only alleging wrongdoing in the narrowly defined Covered Area (*see* Am. Compl. ¶ 18), and despite alleging that the Buyer-Broker Commission Rule pertained only to Section 5 of the MLS PIN rules (*see* Am. Compl. ¶ 47 (“The rules described in Section 5 of the MLS PIN Rules shall be referred to herein as the ‘Buyer-Broker Commission Rule.’”)), Plaintiffs’ Requests broadly re-defined the “Buyer-Broker Commission Rule” as follows:

[A] rule requiring brokers or agents to make a specific unilateral blanket offer of compensation to other MLS participants and includes, *but is not limited to*, the requirements on listing brokers set forth in Section 5 of the MLS PIN Rules.

Ex. A at 2 (emphasis added). In Realogy’s timely-served written Responses and Objections, Realogy objected to this definition:

Realogy objects to the definition of “Buyer-Broker Commission Rule” as vague and ambiguous as it purports to incorporate multiple, distinct rules concerning unilateral compensation offers to “other MLS participants.” Realogy further objects to the definition of “Buyer-Broker Commission Rule” as overly broad,

unduly burdensome, and not proportional to the needs of this case to the extent it purports to include rules that have no application to, or bearing on, Plaintiffs' ability to list their homes on the Pinerly MLS. For the purposes of these objections and responses, Realogy shall interpret "Buyer-Broker Commission Rule" to be defined as the text set forth in Section 5.0 of the MLS PIN Rules & Regulations.

Ex. B at 3–4. Realogy's proposed interpretation mirrors the definition alleged by Plaintiffs in their operative Amended Complaint. *See* Am. Compl. ¶ 47 ("The rules described in Section 5 of the MLS PIN Rules shall be referred to herein as the 'Buyer-Broker Commission Rule.'").

As Plaintiffs correctly note, a lengthy meet and confer process followed. On June 14, 2022, the other Defendants ultimately suggested the following compromise, which Plaintiffs accepted:

"Buyer-Broker Commission Rule" [shall be interpreted] to reach documents concerning (i) the specific MLS PIN Rule on offers of compensation, and (ii) any discussion as a general matter of rules requiring listing agents to offer cooperative compensation to buyer agents (a) in MLS PIN's service area; (b) nationally; or (c) in unspecified geographies (and thus generally applicable).

Pls.' Mot. Ex. A at 2.¹ On June 18, 2022, Realogy reiterated its position that the "Buyer-Broker Commission Rule" should be defined consistent with the definition alleged in Plaintiffs' Amended Complaint. Ex. C at 4–5. In that same email correspondence, Realogy offered the following clarification:

To be clear, Realogy is not proposing that it will only produce documents that specifically identify or reference Section 5 of the MLS PIN Rules in the document. Rather, if it is clear from the context of the document that those Rules are the ones being discussed, Realogy would produce that document (presuming

¹ In reaching their compromise, the other Defendants nonetheless expressly stated that they "continue[d] to believe that, based on [Plaintiffs'] complaint, it would be appropriate to limit discovery to activities occurring only in MLS PIN's service area and concerning the application only of MLS PIN's rule and not similar provisions in rules of other MLSs." Pls.' Mot. Ex. A at 2.

the document is otherwise relevant and responsive to an RFP Realogy has agreed to respond to).²

Id. at 5. Nevertheless, Plaintiffs continued to refuse to apply their own “Buyer-Broker Commission Rule” definition as they alleged it in their Amended Complaint, but instead insisted on their revised definition of the “Buyer-Broker Commission Rule” that would implicate rules, geographies, and parties not involved in, relevant to, or implicated by the claims in this litigation. After numerous good-faith, but ultimately unsuccessful, meet and confer efforts, the parties reached impasse and Plaintiffs subsequently filed their motion to compel.

II. Legal Standard

Pursuant to Federal Rule of Civil Procedure 26(b), parties are allowed discovery “regarding any nonprivileged matter that is *relevant to* any party’s claim or defense *and proportional to* the needs of the case.” *Controlled Kinematics, Inc. v. Novanta Corp.*, No. 17-cv-11029-ADB, 2019 WL 3082354, at *2 (D. Mass. Jul. 15, 2019) (emphases added). On a motion to compel, “[t]he party seeking information in discovery over an adversary’s objection has the burden of showing its relevance.” *Id.* (quoting *Johansen v. Liberty Mut. Grp., Inc.*, No. 15-cv-12920-ADB, 2017 WL 6045419, at *1 (D. Mass. Dec. 6, 2017)). In assessing relevance, “courts focus on the *direct connection* between the material sought and a party’s claim or defense.” *Bucceri v. Cumberland Farms, Inc.*, No. 15-cv-13955-IT, 2020 WL 58428, at *5 (D. Mass. Jan. 6, 2020) (citing *In re Subpoena to Witzel*, 531 F.3d 113, 118 (1st Cir. 2008)) (emphasis added). “Speculative inferences about future applicability does not meet the standards under the federal

² Plaintiffs are thus incorrect in accusing Realogy as having “refused” to produce documents beyond those that directly and specifically address Section 5 itself. *See* Pls.’ Mot. at 11.

rules.” *Id.* (citing *United Therapeutics Corp. v. Watson Labs., Inc.*, 200 F. Supp. 3d 272, 279 (D. Mass. 2016)).

Even where the requested discovery is relevant, the proportionality analysis under Rule 26 then requires courts to assess “whether the burden or expense of the proposed discovery outweighs its likely benefit.” Fed. R. Civ. P. 26(b)(1). “This definition of relevance reflects amendments made in December 2015 that were intended to ‘restore proportionality as an express component of the scope of discovery,’ thereby preventing over-discovery.” *United Therapeutics Corp.*, 200 F. Supp. 3d at 277 (citing 2015 Advisory Committee Note to Fed. R. Civ. P. 26); *see also Radio Music License Comm., Inc. v. Glob. Music Rts., LLC*, No. 19-cv-3957 TJH (ASX), 2020 WL 7636281, at *2 (C.D. Cal. Jan. 2, 2020) (denying motion to compel antitrust discovery and explaining that “[t]his proportionality requirement is designed to avoid sweeping discovery that is untethered to the claims and defenses in litigation”).

III. Argument

Plaintiffs have failed to meet their burden to demonstrate why they are entitled to discovery that exceeds the scope of the allegations in their Amended Complaint. Plaintiffs’ newly proposed definition of the “Buyer-Broker Commission Rule” would expand discovery far beyond their alleged claims, and Plaintiffs have failed to establish why such discovery is relevant or proportional. First, Plaintiffs’ proposal should be rejected because it would expand discovery beyond (a) the relevant geographic market as they have defined it, *i.e.*, limited to the Covered Area (*see* Am. Compl. ¶ 18), and (b) the challenged Buyer-Broker Commission Rule as they have defined it, *i.e.*, limited to Section 5 of the MLS PIN rules (*see* Am. Compl. ¶ 47). Next, Plaintiffs’ relevance argument impermissibly relies on assumptions about Realogy based solely on Realogy’s status as a defendant in unresolved litigation elsewhere. Further, the “potentially

damning” document that Plaintiffs cite to as justifying such discovery (*see* Pls.’ Mot. at 9) is already publicly available, and Realogy has never objected to its production. Finally, Plaintiffs’ proportionality arguments are premature.

A. Nationwide Discovery Is Not Relevant for a Three State Claim

Plaintiffs have not alleged a national class or claims based on rules applicable nationally, but are only pursuing claims flowing from Section 5 of the MLS PIN rules and its purported anticompetitive impact in the Covered Area; discovery in this case should be tailored accordingly. The Covered Area is defined to be limited to Massachusetts, Rhode Island, and New Hampshire. Am. Compl. ¶ 18; Pls.’ Mot. at 1. For purposes of discovery, Plaintiffs are now trying to jettison the “Buyer-Broker Commission Rule” definition they alleged in their Amended Complaint, and are seeking to expand that definition in order to improperly extend discovery far beyond the three states that comprise the Covered Area, in an unjustifiable effort to obtain nationwide discovery.

Courts presiding over antitrust cases routinely limit discovery only to those markets defined by the plaintiffs to be the relevant market for purposes of their claims. *See, e.g., Bal Seal Eng’g, Inc. v. Nelson Prod., Inc.*, No. 13-CV-1880, 2017 WL 10311212, at *1 (C.D. Cal. Oct. 19, 2017) (holding that “the definition of the ‘relevant market’ defines the scope of relevant discovery”); *Vident v. Dentsply Int’l, Inc.*, No. 06-cv-1141, 2008 WL 4384124, at *2 (C.D. Cal. Aug. 29, 2008) (holding that there was no abuse of discretion in magistrate judge’s ruling that “the definition of the relevant market in [this antitrust] case determines the scope of allowable discovery”); *Heartland Surgical Specialty Hosp., LLC v. Midwest Div., Inc.*, No. 05-cv-2164, 2007 WL 2668742, at *11 (D. Kan. Sept. 6, 2007) (where amended complaint alleged antitrust violations in the “Kansas City metropolitan area,” request for discovery implicating all of

Missouri was not enforceable); *Motor Carriers v. Trucking Mgmt., Inc.*, 711 F. Supp. 216, 222 (E.D. Pa. 1989) (limiting discovery to the Pennsylvania region, which was the relevant geographic market alleged by plaintiff in the complaint); *Schmidt v. Columbia Pictures Indus., Inc.*, No. CV LV 85-819 LDG, 1986 WL 13357, at *2 (D. Nev. Apr. 14, 1986) (denying discovery in areas outside the alleged relevant geographic market because it would “raise collateral issues which may tend to bog down the discovery process and obscure the issues which must be resolved to bring this case to a conclusion”).

Heartland Surgical is particularly instructive. There, plaintiff alleged that the defendants conspired to restrict access to certain managed care hospital contracts in the Kansas City metropolitan area. 2007 WL 2668742, at *1. During discovery, plaintiff demanded that defendants produce hospital data for all of Missouri, arguing that that data was relevant because it spoke to the “quality of care and other relevant information for the Kansas City hospital market” and that defendants had produced other documents that were created “by relying upon [that] data.” *Id.* at *10. Defendants opposed plaintiff’s request, explaining that while data specific to Kansas City was relevant, data for the rest of Missouri was not. *Id.* The court agreed with defendants, noting that plaintiff’s third amended complaint defined the relevant market as the Kansas City metropolitan area. *Id.* at *11.

The same analysis applies here. Plaintiffs’ Amended Complaint defines the “Covered Area” at issue in this case as “the areas in Massachusetts and Rhode Island and much of New Hampshire.” *See* Am. Compl. ¶ 18. Like the plaintiff in *Heartland Surgical*, Plaintiffs here attempt to justify their discovery demands by claiming that (a) discovery into “cousin” rules in other markets might somehow illuminate Realogy’s “motives” in the Covered Area, and (b) the enactment of Section 5 of the MLS PIN rules was “assuredly modeled on” the NAR Rule. *See*

Pls.’ Mot. at 3, 9-10. But, as explained in *Heartland Surgical*, neither argument makes the nationwide discovery sought from Realogy relevant to Plaintiffs’ actual claims. Plaintiffs have not alleged a national class or claims with a purported national anticompetitive impact—instead, they have alleged a conspiracy with MLS PIN regarding Section 5 of the MLS PIN rules that, by definition, can only have an impact, if any, in the Covered Area. Under the well-established antitrust law set forth above, discovery in this case should be tailored to the Plaintiffs’ claims, which challenge Section 5 of the MLS PIN rules, and its potential for impact in the Covered Area. Accordingly, this Court should deny Plaintiffs’ attempt to obtain nationwide discovery through their revamped and newly expanded proposed definition of the “Buyer-Broker Broker Commission Rule.”

In any event, it is not necessary to extend discovery into “cousin” rules, or the NAR Rule, to address Plaintiffs’ discovery concerns. Plaintiffs assert that they need a broad definition of the “Buyer-Broker Commission Rule” because “Section 5 did not develop in a vacuum.” But Realogy has never objected to discovery regarding the origins of the Section 5. Consistent with Realogy’s June 18, 2022 email correspondence (*see* Ex. C at 4-5), Realogy has already agreed to produce discovery relating to the origins and development of Section 5, to the extent that it has any such discovery in its possession or control. Furthermore, such discovery would likely be available from Defendant MLS PIN as well.

B. Plaintiffs’ Relevance Arguments Assumes as True Facts Not Established in *Burnett* or *Moehrl*

Plaintiffs rely on circular reasoning in their attempt to expand discovery nationwide. Plaintiffs argue that their new expansive, national “Buyer-Broker Commission Rule” discovery definition is justified because Realogy is currently a defendant in other lawsuits concerning the NAR Rule. Plaintiffs regurgitate unproven allegations from those cases that Realogy “controls”

NAR, that Realogy is “responsible” for national NAR policy, and that Realogy “promulgated” the NAR Rule at issue in those lawsuits. But none of those facts have been established in *Burnett* or *Moehrl*, and Plaintiffs may not presume those facts to be true to try to support their efforts to obtain irrelevant and disproportional discovery here.³

Indeed, courts have warned against drawing fact inferences based on the existence of antitrust litigation or investigations elsewhere. *See Jones v. Micron Tech. Inc.*, 400 F. Supp. 3d 897, 921 (N.D. Cal. 2019) (prior antitrust claims or settlements of claims not probative of wrongdoing); *In re Graphics Processing Units Antitrust Litig.*, 527 F. Supp. 2d 1011, 1024 (N.D. Cal. 2007) (antitrust investigation “carries no weight” in suggesting an antitrust violation). Accordingly, two other lawsuits challenging conduct allegedly pertaining to relevant markets that do not overlap in any way with the relevant market alleged here by Plaintiffs is not sufficient to support nationwide discovery in this case. Such a fishing expedition should be rejected by this Court.

C. Plaintiffs Can Already Access the D.A.N.G.E.R. Report

Plaintiffs also attempt to justify their demand for nationwide discovery from Realogy on their argued need to obtain the NAR D.A.N.G.E.R. report in discovery. First, the NAR D.A.N.G.E.R. report is a public document available on the internet to which everyone, including Plaintiffs, has access.⁴ Second, Plaintiffs have issued discovery demands to NAR, and since the

³ Furthermore, Plaintiffs’ contentions are demonstrably false. For example, the NAR Rule was enacted by NAR in 1996, a decade before Realogy even came into existence, so Plaintiffs know or should know that Realogy did not “promulgate” the NAR Rule.

⁴ For example, the D.A.N.G.E.R. report can be downloaded at the following links: <https://alttitle.com/wp-content/uploads/2016/10/Danger-Report.pdf>; https://www.gcar.net/images/uploads/subpage/NAR_Danger_Report_Part_1_of_2.pdf; and https://www.gcar.net/images/uploads/subpage/NAR_Danger_Report_Part_2_of_2.pdf.

D.A.N.G.E.R. report is a NAR document, it would properly be the subject of a discovery request issued to NAR (assuming that the Plaintiffs could establish a relevancy nexus). Additionally, Realogy has never taken the position that the D.A.N.G.E.R. report, or communications related to that report, are categorically off-limits. Plaintiffs have served forty-one document requests on Realogy; after Realogy and Plaintiffs complete the ongoing meet-and-confer process regarding these specific requests, including negotiations over search terms and custodians, these documents may be deemed to be responsive, and may ultimately be produced to Plaintiffs. As a result, Plaintiffs' fear that application of the definition of the "Buyer-Broker Commission Rule" that they alleged in their Amended Complaint will somehow prevent them from acquiring discovery relevant to their claims in that operative complaint is both misplaced and premature.⁵

D. Even if Nationwide Discovery Were Relevant, Plaintiffs' Proportionality Arguments are Premature and Without Merit

Finally, Plaintiffs' arguments as to why nationwide discovery in this case is proportional under Rule 26 are without merit. As explained above, the parties have yet to conclude their negotiations regarding custodians or search terms; accordingly, it is impossible for Realogy to assess, at this time, the future magnitude of documents that might be implicated by Plaintiffs' newly proposed "Buyer-Broker Commission Rule" definition.⁶ Additionally, the fact that other

⁵ During the meet and confers preceding the current motion practice, Realogy suggested to Plaintiffs that the current dispute was abstract and premature, and that it would be better to wait to see whether there were any actual disputes about relevance and/or responsiveness of particular documents in the context of particular requests after search terms and custodians were defined as result of the meet and confer process. Plaintiffs, however, preferred to declare impasse on this definitional issue now.

⁶ For this reason, Realogy is not currently making any burden-based arguments because the discovery parameters necessary to assess burden are not yet defined.

Defendants have agreed to a compromise proposal is not, as Plaintiffs suggest, an acknowledgment of proportionality or lack of undue burden *as to Realogy*.

Nor are Plaintiffs correct that Realogy can lessen any future burden by simply “copying” what has already been produced in *Burnett* and *Moehrl*. The discovery that Realogy agreed to produce in each of those cases was tailored specifically to the claims in each of those cases, and in response to the discovery demands issued by each set of plaintiffs in each of those cases. Further, the discovery requests issued in each of those cases were themselves subject to numerous meet and confer discussions with the relevant counsel for the plaintiffs in each of those cases, and Realogy’s ultimate productions in each of those cases were made in accordance with the different negotiated search terms and custodians, many of which have zero relationship to this case, and some of which had zero relationship to each other.

In that respect, it is notable that Realogy, in contrast to some other Defendants, produced different universes of documents in each of those cases based on the particular claims made by the plaintiffs in each of those cases, and in certain instances, did so after litigation before the governing court and prevailing in establishing (as Realogy is seeking to do here) that the different claims in the different cases resulted in certain discovery being relevant in one case but not in another. Thus, the fact that other Defendants have not drawn such relevance distinctions, whereas Realogy has consistently and successfully done so, renders meritless the Plaintiffs’ repeated argument that Realogy must be wrong because the other Defendants agreed to do something different.

Lastly, Plaintiffs’ suggestion that Realogy can easily just produce in this case “all of the documents about the NAR Rule” is simply incorrect. It renders totally meaningless the threshold issues of relevance and responsiveness to the issues and discovery demands in this case that

should properly flow from the claims and allegations in this case. Furthermore, it incorrectly presumes that such documents are segregated in the productions from Realogy in the two other cases in some way that they can simply be extracted *en masse* and reproduced to Plaintiffs here.

IV. Conclusion

For the foregoing reasons, Realogy respectfully requests that this Court deny Plaintiffs' Motion to Compel and issue an order that the "Buyer-Broker Commission Rule" be interpreted as defined by Plaintiffs in their Amended Complaint: the text set forth in Section 5 of the MLS PIN rules.

Dated: August 26, 2022

REALOGY HOLDINGS CORP.

By Its Attorneys,

/s/ William S.D. Cravens

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REQUEST FOR ORAL ARGUMENT

Realogy respectfully requests oral argument on Plaintiffs' motion to compel to further respond to Plaintiffs' arguments and to address any questions the Court may have.

CERTIFICATE OF SERVICE

I, William S.D. Cravens, hereby certify that this document filed through the ECF system will be sent electronically to the registered participants as identified on the Notice of Electronic Filing (NEF) and paper copies will be sent to those indicated as non-registered participants on August 26, 2022.

/s/ William S.D. Cravens

William S.D. Cravens

Exhibit A

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

JENNIFER NOSALEK, RANDY HIRSCHORN
and TRACEY HIRSCHORN individually and
on behalf of all others similarly situated,

Plaintiffs,

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MLS PROPERTY INFORMATION
NETWORK, INC., REALOGY HOLDINGS
CORP., HOMESERVICES OF AMERICA,
INC., BHH AFFILIATES, LLC, HSF
AFFILIATES, LLC, RE/MAX LLC, and
KELLER WILLIAMS REALTY, INC.,

Defendants.

No. No. 1:20-cv-12244-PBS

CLASS ACTION

MARCH 4, 2022

**PLAINTIFFS' FIRST REQUEST TO ALL DEFENDANTS
FOR PRODUCTION OF DOCUMENTS**

Pursuant to Rule 34 of the Federal Rules of Civil Procedure, and subject to the definitions and instructions set forth below, Plaintiffs Jennifer Nosalek, Randy Hirschorn and Tracey Hirschorn ("Plaintiffs"), by their undersigned attorneys, request that each Defendant produce the following documents.

Copies of documents or electronically stored information responsive to these Requests may be sent to the offices of IZARD KINDALL & RAABE, 29 South Main St., West Hartford, CT 06107, or emailed to counsel listed at the end of this document.

I. Definitions

Unless otherwise stated, the terms set forth below are defined as follows:

1. “Buyer-Broker Commission Rule” means a rule requiring brokers or agents to make a specific unilateral blanket offer of compensation to other MLS participants and includes, but is not limited to, the requirements on listing brokers set forth in Section 5 of the MLS PIN Rules.

2. “Concerning” means relating to, referring to, describing, evidencing, or constituting.

3. “Covered Area” means the areas in Massachusetts and Rhode Island and much of New Hampshire in which Pinergy operates.

4. “Defendant Affiliate” means any subsidiary, affiliate, brokerage, franchisee, agent, or salesperson of any Defendant, any other entity with whom that Defendant has any direct or indirect contractual or ownership relationship, or any other entity from whom that Defendant receives any revenue, directly or indirectly, who does business in the Covered Area.

5. “Document” or “document” is defined to be synonymous in meaning and equal in scope to the usage of the term “documents or electronically stored information” in Fed. R. Civ. P. 34(a)(1)(A). A draft or non-identical copy is a separate document within the meaning of this term.

6. “ESI” means electronically-stored information and includes, but is not limited to, the following: all items covered by Fed. R. Civ. P. 34(a)(1)(A); files, information, or data that are generated, received, processed, recorded, or stored by computers or other electronic devices, including metadata (*e.g.*, author, recipient, file creation date, file modification date, etc.); files, information, or data saved on backup media, including tapes and hard drives; files, information, or data stored on external servers administered and maintained by third parties; files, information, or data stored on employees’ smartphones, notebook computers, or other portable computing devices used for work purposes; internal or external websites; output resulting from the use of any software program, application, platform, or the like, including, without limitation, word processing

documents, spreadsheets, database files, charts, graphs, outlines, images, electronic mail, instant messages (or similar programs), bulletin board (or online forum) programs, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they reside, regardless of whether such data exists in an active file, a deleted file, or file fragment; activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, hard disks, floppy disks, CD-ROM, magnetic tape, microfiche, or on any other media for digital data storage, or transmittal, such as, but not limited to, personal digital assistants, hand-held wireless devices, smartphones, tablets, or similar devices.

7. “Meeting” or “Meetings” means the contemporaneous presence, telephonic, or electronic connection among natural persons, whether or not such presence was by chance or pre-arranged and whether or not the Meeting was formal or informal or occurred in connection with some other activity.

8. “MLS PIN” means the Defendant MLS Property Information Network, Inc.”

9. “Native Format” means the file structure of a document created by the original creating application (in contrast to a static image, which is a representation of ESI produced by converting a native file into a standard image format capable of being viewed and printed on standard computer systems, such as .tiff or .pdf).

10. “Person” is defined as any natural person or any legal entity, including, without limitation, any business or governmental entity or association.

11. “Pinergy” means the multiple listing service in the Covered Area.

12. “Refer” or “relate” or “referring” or “relating” means all documents which comprise, explicitly or implicitly refer to, were reviewed in conjunction with, or were created, generated, or maintained, as a result of the subject matter of the request, including, without

limitation, all documents which reflect, record, memorialize, embody, discuss, evaluate, consider, review, or report on the subject matter of the request.

13. “You or Your” means each individual Defendant to whom these Requests for Production are directed and that Defendant’s agents, affiliates and franchisees.

II. Rules of Construction

1. All/Any/Each. The terms “all,” “any,” and “each” shall each be construed as encompassing any and all.

2. And/Or. The connectives “and” and “or” shall be construed either disjunctively or conjunctively, as necessary, to bring within the scope of the discovery request all responses that might otherwise be construed to be outside of its scope.

3. Including. “Including” shall be construed to include the phrase “but not limited to” and/or “without limitation.”

4. Number. The use of the singular form of any word includes the plural and vice-versa.

5. Tense. The use of verb in any tense shall be construed to be in the tense necessary to bring within the scope of a request all responses that might otherwise be construed as outside its scope.

III. Instructions

1. All documents shall be produced as they are maintained in the ordinary course of business and shall be produced in their original folders, binders, covers or containers, or facsimile thereof, *i.e.*, documents maintained electronically shall be produced in the manner in which such documents are stored and retrieved.

2. In responding to these requests, you shall produce all responsive documents (Including those stored electronically), which are in your possession, custody, or control, or in the

possession, custody, or control of your predecessors, successors, parents, subsidiaries, divisions or affiliates, or any of your respective directors, officers, managing agents, agents, employees, attorneys, accountants, or other representatives. A document shall be deemed to be within your control if, for example, you have the right to secure the document or a copy of the document from another Person having possession or custody of the document.

3. Plaintiffs reserve their right to request inspection of the original documents, Including those stored electronically, as they are kept in the usual course of business.

4. To the extent that there are documents containing information relevant to these requests that are currently in electronic format, the documents are to be produced in their native format.

5. If production of documents is withheld on the ground of privilege, as to each such withheld document, state the following information:

- (a) which privilege is claimed;
- (b) who is asserting the privilege;
- (c) a precise statement of the facts upon which said claim of privilege is based;
- (d) the following information describing each purportedly privileged document:
 - (i) a brief description sufficient to identify its nature, *i.e.*, agreement, letter, memorandum, type, etc.;
 - (ii) a brief description sufficient to identify its subject matter and purpose of the document;
 - (iii) the date it was prepared;
 - (iv) the date it bears;

- (v) the date it was sent;
 - (vi) the date it was received;
 - (vii) the identity of the Person preparing it;
 - (viii) the identity of the Person sending it;
 - (ix) the identity of each Person to whom it was sent, or was to have been sent, including all addresses and all recipients of copies;
 - (x) a statement as to whom each identified Person represented, or purported to represent, at all relevant times; and
 - (xi) all Persons to whom its contents have been disclosed; and
- (e) a precise description of the place where each copy of that document is kept, Including the title or description of the file in which said document may be found and the location of such file.

6. If a portion of any document responsive to these requests is withheld under claim of privilege, pursuant to Instruction No. 5, any non-privileged portion of such document must be produced with the portion claimed to be privileged redacted.

7. You are to produce each document requested herein in its entirety, without deletion or excision (except as qualified by Instruction Nos. 5 and 6 above), regardless of whether you consider the entire document to be relevant or responsive to the requests.

8. Whenever a document is not produced in full or is produced in redacted form, so indicate on the document, state with particularity the reason or reasons it is not being produced in full, and describe to the best of your knowledge, information, and belief, and with as much particularity as possible, those portions of the document which are not being produced.

9. If a document responsive to these requests was at any time in your possession, custody, or control, but is no longer available for production, as to each such document, state the following information:

- (a) whether the document is missing or lost;
- (b) whether it has been destroyed;
- (c) whether the document has been transferred or delivered to another Person and if so, at whose request;
- (d) whether the document has been otherwise disposed of; and
- (e) a precise statement of the circumstances surrounding the disposition of the document and the date of its disposition.

10. With respect to any category of documents, the production of which you contend is in some way “burdensome” or “oppressive,” please state the specific reasons for that objection.

11. The fact that a document is produced by another party does not relieve you of the obligation to produce your copy of the same document, even if the two documents are identical in all respects.

12. This is a continuing request for the production of documents. If, after making your initial production, you obtain or become aware of any further documents responsive to these requests, you are required by Fed. R. Civ. P. 26(e) to produce such additional documents to Plaintiffs.

IV. Form of Production

1. Hardcopy documents should be scanned as single-page, Group IV, 300 DPI TIFF images with an .opt image cross-reference file and a delimited database load file (i.e., .dat). The database load file should contain the following fields: “BEGBATES,” “ENDBATES,” “CUSTODIAN,” “CONFIDENTIALITY,” “DATA SOURCE,” “PAGECOUNT,”

“PRODVOLUME,” and “TEXTPATH.” The documents should be logically unitized (i.e., distinct documents should not be merged into a single record, and a single document should not be split into multiple records) and should be produced in the order in which they are kept in the usual course of business. If an original document contains color necessary to understand the meaning or content of the document, the document should be produced as single-page, 300 DPI with a minimum quality level of 75, 24-bit, color JPG images. Multi-page Optical Character Recognition (“OCR”) text for each document should also be provided. The OCR software should maximize text quality over process speed. Settings such as “auto-skewing” and “auto-rotation” should be turned on during the OCR process.

2. ESI should be produced as single-page, Group IV, 300 DPI TIFF images with the exception of source code, audio, video, and spreadsheet-type files, including, but not limited to, Microsoft Excel, CSV – which should be produced in native format. All ESI should be produced with a delimited, database load file that contains the metadata fields listed in Table 1, attached hereto. An .opt image cross-reference file should also be provided for all TIFF images. The corresponding text files must be created using text extraction rather than OCR.

3. TIFF images should show any and all text and images which would be visible to the reader using the native software that created the document. For example, TIFF images of email messages should include the BCC line. PowerPoint documents should be processed with hidden slides and all speaker notes unhidden, and should be processed to show both the slide and the speaker’s notes on the TIFF/JPG image. If an original document contains color, the document should be produced as single-page, 300 DPI with a minimum quality level of 75, 24-bit, color JPG images.

4. If a document is produced in native format, a single-page Bates-stamped TIFF image slip-sheet containing the confidential designation and text stating the document has been produced in native format should also be provided. If documents requested in native format require redactions, the parties should meet and confer regarding how to implement redactions while ensuring that proper formatting and usability are maintained. Each native file should be named according to the Bates number it has been assigned, and should be linked directly to its corresponding record in the load file using the NATIVELINK field. To the extent that either party believes that native files should be produced for a specific document or class of documents not required to be produced in native format pursuant to this paragraph or to the extent records do not easily conform to native or TIFF format (i.e., structured data), the parties should meet and confer in good faith.

5. Removal of duplicate documents should only be done on exact duplicate documents (based on MD5 or SHA-1 hash values, at the family level). Attachments should not be eliminated as duplicates for purposes of production, unless the parent e-mail and all attachments are also duplicates. An e-mail that includes content in the BCC or other blind copy field should not be treated as a duplicate of an e-mail that does not include content in those fields, even if all remaining content in the e-mail is identical. Removal of near-duplicate documents is not acceptable. De-duplication should be done across the entire collection (i.e., global level) and the CUSTODIAN field should list each Custodian, separated by a semicolon, who was a source of that document. Should the custodian metadata field produced become outdated due to rolling productions, an overlay file providing all of the custodians for the affected documents will be produced prior to substantial completion of the document production.

6. Defendant shall not employ technologies to reduce the number of documents to be reviewed or produced (i.e., file type culling, near de-duplication, e-mail thread suppression or technology assisted review), except as specifically permitted in the instructions, without approval of such technologies by Plaintiff's counsel.

V. Relevant Period

Unless otherwise specifically indicated, the following requests refer to the period from December 17, 2015 through present (the "Relevant Period") and shall Include all documents and information that relate to such period, even if prepared or published outside of the Relevant Period. Nothing herein alters your obligation to supplement your responses to the requests.

VI. Documents Requested

The following documents are requested separately from each individual Defendant upon whom these Requests for Production are served.

1. All documents concerning the Plaintiffs.
2. All documents produced by you in any investigation, regulatory proceeding or lawsuit involving the Buyer-Broker Commission Rule or concerning any other alleged or actual violations of federal, state, or international antitrust or similar laws or regulations.
3. All communications with any governmental body or elected official (or agent or employee thereof) concerning the Buyer-Broker Commission Rule, including lobbying efforts or other attempts to influence governmental policy, legislation, or rule-making concerning the Buyer-Broker Commission Rule.
4. All documents produced to plaintiffs, and all transcripts of depositions taken, in *Moehrl v. National Assoc. of Realtors*, No. 19-cv-01610 (N.D. Ill.), and *Sitzer v. National Assoc. of Realtors*, No. 19-cv-00332-SRB (W.D. Mo.).

5. Documents sufficient to show your organizational structure and management hierarchy.

6. Documents sufficient to identify each of your Defendant Affiliates, and all documents concerning the legal relationship between or among you and those Defendant Affiliates, including but not limited to all franchise contracts and disclosure documents between you and any franchisee.

7. Documents sufficient to show the legal status and ownership of MLS PIN and Pinergy throughout the Relevant Period, including your role in ownership or control of MLS PIN or Pinergy.

8. Documents sufficient to show the requirements for membership or participation in MLS PIN and Pinergy, including all forms of MLS PIN Participant Agreement/Applications.

9. Financial statements or other documents sufficient to show the revenue, expenses, income, and commissions that you received directly or indirectly either from any Defendant Affiliate or from the purchase, sale, lease or rental of any real property in the Covered Area.

10. Financial statements or other documents sufficient to show the revenue, expenses, income, and commissions of all Defendant Affiliates in the Covered Area.

11. Documents sufficient to show the geographic area in which MLS PIN conducted business during the Relevant Period.

12. All minutes of meetings of your board of directors, and all documents provided or shown to board members in connection with such board meetings.

13. All documents concerning the identity of all MLS PIN Board members, and criteria for and selection of MLS PIN Board members, including communications concerning the nomination or selection of any individual MLS PIN Board members and the reasons therefor.

14. Documents sufficient to identify any state or local Realtor associations (“local Realtor associations” or “Realtor associations”) not named as Defendants that owned and operated Pinergy and/or MLS PIN during the Relevant Period.

15. Documents sufficient to show the number and percentage of real estate brokers and agents who are members of MLS PIN and Pinergy, whether such brokers or agents are Defendant Affiliates, the number and percentage of homes for sale listed on Pinergy, the number and percentage of homes for sale listed on Pinergy by Defendant Affiliates, and the number and percentage of homes sold that were listed on Pinergy.

16. All documents relating to the role of MLS PIN in the market for real estate services in the Covered Area.

17. All documents discussing any actual or potential competitors or alternatives to MLS PIN in the Covered Area.

18. All Rules and Regulations governing MLS PIN and the use of Pinergy and any related Notes, interpretations, and proposed drafts (“MLS PIN Rules”).

19. All documents concerning whether your Defendant Affiliates specifically, and/or brokers, franchisees, franchisors, realtor associations or realtors generally, are encouraged or required to join or participate in a multiple listing service and/or comply with multiple listing service rules.

20. All documents concerning any policies or procedures concerning compliance with multiple listing service rules generally and MLS PIN Rules specifically and any efforts to monitor or enforce compliance.

21. All documents relating to or reflecting communications between you and any other Defendant concerning buyer-broker commissions.

22. All documents relating to or reflecting communications between you and the National Association of Realtors concerning buyer-broker commissions.

23. All documents relating to the enforcement of the Buyer-Broker Commission Rule with regard to any Defendant Affiliates.

24. All documents concerning any discussion, review, analysis or consideration of whether the Buyer-Broker Commission Rule has any effect on the amount of commissions offered by sellers, the determination or negotiation of the amount, any revenues and profits generated therefrom, and the offering of discounted commissions.

25. All documents concerning any discussion, review, analysis or consideration of whether the Buyer-Broker Commission Rule should be modified or changed in any way and any communications relating thereto.

26. All documents concerning any discussion, review, analysis or consideration of whether the Buyer-Broker Commission Rule affects whether buyer-brokers will “steer” home buyers to the properties that provide the higher commission.

27. All documents presented by or to your management concerning buyer-broker commissions. This request includes, for example, presentations made at internal meetings and at external industry events.

28. All documents concerning the policies and procedures concerning the fields on the Pinergy website that actual or prospective buyers and sellers are permitted to review, including the universe of broker commission terms or other financial incentives, and any discussion, review, analysis or consideration of the reasons therefore or any changes thereto.

29. All scripts or form responses, including drafts and final versions, concerning potential discussions with and responses to potential sellers and buyers regarding commissions,

negotiation of commissions, the amount of commissions and the potential effect of commissions on the ability to sell a property.

30. All documents concerning whether brokers and agents are required by you or MLS PIN to ensure that they adhere to multiple listing service rules.

31. All Policies and Procedures Manuals, Guidelines, training materials (for example, Keller Williams University), and similar documents containing discussions on commissions, policies, guidelines, rules and procedures for franchisees, brokers and realtors.

32. All documents relating to the development or use of standardized listing agreements relating to the Buyer-Broker Commission Rule, or to the inclusion of particular provisions in such agreements.

33. All documents relating to restrictions on the disclosure of multiple listing service data reflecting offered or received broker compensation.

34. All documents that provide interpretations, guidelines or guidance concerning the Buyer-Broker Commission Rule.

35. All documents relating to any complaints received from any Defendant Affiliate, private individual, or governmental agency regarding the Buyer-Broker Commission Rule or the setting of commissions on residential home sales, and all documents reflecting the handling of and responses to such complaints.

36. All broker or agent contracts between you and any broker or agent who is involved in any purchase, sale, lease or rental of any real property in the Covered Area.

37. All form documents describing the services and bundles of services provided by you or any Defendant or Defendant Affiliate in the Covered Area.

38. All studies or analyses or other documents concerning commission rates, including mean and median commission rates and the range of commission in the United States, international markets and the Covered Area, and any changes thereto.

39. All studies or analyses concerning the actual or potential financial impact on you or your Defendant Affiliates of discounted commissions offered by discount brokers.

40. Documents sufficient to show the types and format of data you retain concerning commissions relating to listings and sales of residential properties listed on Pinergy.

41. Data sufficient to show, for each transaction or potential transaction of residential real estate for which you or one of your Defendants Affiliates has custody or control of the information, the information listed below at the most disaggregated level available:

- a. All terms of each transaction;
- b. The location of the property associated with each transaction;
- c. The identity of the brokers and agents involved in the transaction, whether they are a Defendant Affiliate, and their phone number(s), address(es), and email address(es);
- d. The customer and counter-party's name, phone number(s), address(es), and email address(es);
- e. The date the broker or agent was retained, the closing date, and the date the broker compensation was paid;
- f. For all offers (regardless of whether they were accepted), the amount of the offer, the identity of each offeror and offeror broker or agent, the date of the offer, and the offer pricing and other terms;
- g. all pricing information concerning the property purchase or sale, including sale price, rebates, closing costs, fees, taxes, and financing type and terms;
- h. the length of time that the property was on the market;
- i. the length of time between when a broker or agent was retained and the sale or purchase of a property;

- j. all information concerning Broker and/or agent compensation type, terms, source, and amount, including the amount offered in any listing and the amount actually paid, as well as any rebates, discounts, or incentives;
- k. whether the seller, buyer, and any other offerors was self-represented;
- l. the manner in which a Broker or agent was retained (e.g., referral, internet search, or sales lead source);
- m. the type and amount of any expenses or costs associated with the transaction (whether fixed or variable), and who paid those expenses, regardless of whether they were paid by a Broker, agent, or the buyer or seller;
- n. for all transactions, the contents of any fields in which a user can freely enter text, such as “comments” or similar fields; and
- o. any other data available concerning the purchase or sale of residential property.

DATED: March 4, 2022

/s/ Robert A. Iazard

Douglas P. Needham, BBO No. 67101

Robert A. Iazard (*pro hac vice*)

Craig A. Raabe (*pro hac vice*)

Seth R. Klein (*pro hac vice*)

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Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

I, Seth R. Klein, certify that, on March 4, 2022, I caused a true and correct copy of the foregoing document to be served electronically on counsel for all parties.

Executed this 4th day of March, 2022.

s/ Seth R. Klein

Seth R. Klein

Table 1 – REQUIRED METADATA FIELDS¹

Field Name	Metadata Type	Format / Example	Description
BEGBATES	EMAIL + EDOC	ABC0000001 (Unique ID)	The Bates number associated with the first page of a document.
ENDBATES	EMAIL + EDOC	ABC0000003 (Unique ID)	The Bates number associated with the last page of a document.
BEGATTACH	EMAIL + EDOC	ABC0000001 (Unique ID Parent-Child Relationships)	The Bates number associated with the first page of the parent document.
ENDATTACH	EMAIL + EDOC	ABC0000008 (Unique ID Parent-Child Relationships)	The Bates number associated with the last page of the last family member or attachment.
ATTACH COUNT	EMAIL	Numeric	The total number of records attached to a document
PAGECOUNT	EMAIL + EDOC		The total page count for documents that contain images.
PRODVOLUME	EMAIL + EDOC	VOL001	The name assigned to each production deliverable.
CUSTODIAN	EMAIL + EDOC	Smith, Joe	Displays the single, original custodian or source of a document.
CUSTODIAN-ALL	EMAIL + EDOC	Smith, Joe; Doe, Jane	GLOBAL DEDUPLICATION METADATA - displays names of all custodians from which duplicate documents have been removed, separated by semicolons.
EMAIL TO	EMAIL	Joe Smith <jsmith@email.com>; tjones@email.com	The display name and e-mail address of the recipient(s) of an e-mail/calendar item. An e-mail address should always be provided for every e-mail if a recipient existed.
EMAIL FROM	EMAIL	Joe Smith <jsmith@email.com>	The display name and e-mail address of the author of an e-mail/calendar item. An e-mail address should always be
EMAIL CC	EMAIL	Joe Smith <jsmith@email.com>; tjones@email.com	The display name and e-mail of the copyee(s) of an e-mail/calendar item. An email address should always be provided for every e-mail if a copyee existed.
EMAIL BCC	EMAIL	Joe Smith <jsmith@email.com>; tjones@email.com	The display name and e-mail of the blind copyee(s) of an e-mail or calendar item. An e-mail address should always be provided for every e-mail if a blind copyee existed.
EMAIL SUBJECT	EMAIL		The subject line of an e-mail/calendar item.
SENTDATE	EMAIL	MM/DD/YYYY	The date the e-mail or calendar entry was sent.
SENTTIME	EMAIL	HH:MM or HH:MM:SS	The time the e-mail or calendar entry was sent.
RECEIVEDDATE	EMAIL	MM/DD/YYYY	The date the document was received.
RECEIVEDTIME	EMAIL	HH:MM or HH:MM:SS	The time the document was received.
MSGCLASS	EMAIL	Appointment, Contact, Task, Distribution List, Message, etc.	An indication of the email system message type.
IMPORTANCE	EMAIL	Normal, Low, High	E-mail Importance Flag
CONVERSATION INDEX	EMAIL		Email thread ID used to tie together e-mail conversations.
RECORDTYPE	EMAIL + EDOC	eMail, Attachment, eDoc,	Lists the record type of a document.
APPLICATION	EMAIL + EDOC		Application name pulled from metadata of a native file.
DOC AUTHOR	EDOC		The extracted author from the properties metadata of an eDoc.
DOC TITLE	EDOC		The extracted title from the properties metadata of an eDoc.
DOC SUBJECT	EDOC		The extracted subject from the properties metadata of an eDoc.
DOC COMMENTS	EDOC		The extracted comments from the properties metadata of an eDoc.
DOC COMPANY	EDOC		The extracted company information from the properties metadata of an eDoc.
CREATEDATE	EDOC	MM/DD/YYYY	The date the document was created.
CREATETIME	EDOC	HH:MM or HH:MM:SS	The time the document was created.
LASTMODDATE	EDOC	MM/DD/YYYY	The date the document was last modified.
LASTMODTIME	EDOC	HH:MM or HH:MM:SS	The time the document was last modified.
LASTMODBY	EDOC		The name of the last person to edit the document from extracted metadata.
SOURCE FILEPATH	EMAIL + EDOC	/JSmith.pst/Inbox/... /Network Share/Accounting/... /TJohnsonPC/Users/TJohnson/My Documents/...	The file path from the location in which the document was stored in the usual course of business. This field should be populated for both e-mail and e-files.
FILEPATH-DUP	EMAIL + EDOC	/JSmith.pst/Inbox/...; /Network Share/Accounting/...; /TJohnsonPC/Users/TJohnson/My Documents/...	GLOBAL DEDUPLICATION METADATA - The file paths of locations in which the duplicate documents were stored in the usual course of business. This field should be populated for both e-mail and eDocs and separated by semicolons.
FILENAME	EMAIL + EDOC		The original filename of native file. This field may contain the subject of an e-mail message for e-mail records.
FILEEXT	EMAIL + EDOC		The file extension of a native file.

ORIG FILEEXT	EMAIL + EDOC		The original file extension of document. NOTE: if a party's ESI processing software has an "auto-assign" file extension setting then this additional field must be produced.
FILESIZE	EMAIL + EDOC	Numeric (KBs)	The file size of a native file, in KBs (including embedded attachments).
MD5 HASH	EMAIL + EDOC	Numeric (32 characters)	32-character, unique identifier (similar to a "fingerprint") extracted from all native files and is used for de-duplication. NOTE: The same hash method should be used for all native ESI and should not be changed during the eDiscovery process (MD5 or SHA1).
TEXTPATH	EMAIL + EDOC	D:\TEXT\ABC000001.txt	The path to the full extracted text of the document. There should be a folder on the deliverable, containing a separate text file per document. These text files should be named with their corresponding bates numbers. Note: E-mails should include header information: author, recipient, cc, bcc, date, subject, etc. If the attachment or e-file does not extract any text, e.g., if the document is a scanned image, then the text path should be left blank.
NATIVELINK	EMAIL + EDOC	D:\NATIVES\ABC000001.xls	The native file path created during production and used to link up native files for review.

¹For other non-standard ESI types (other than email and e-docs) that do not conform to the metadata fields listed here (e.g. text messages, Instant Bloomberg, iMessage, Google Chat, Yammer, Slack, etc.), the parties will meet and confer as to the appropriate metadata fields to be produced.

CHART B: ADDITIONAL FIELDS²

Field Name	Metadata Type	Format / Example	Description
HIDDEN TEXT	EDOC	YES	Indicates that hidden content (e.g. notes, comments, hidden rows, hidden columns, track changes, etc.) exists within the document.
EMBEDDED CONTENT	EMAIL + EDOC	YES	Indicates that embedded content exists within the document.
DATA SOURCE	EMAIL + EDOC	Computer, Mobile Phone, Email, Network Share, Database Name, Hard Copy Scan, etc.	The source from which the document was collected.
REDACTED	EMAIL + EDOC	YES	Indicates that a document contains a redaction.
CONFIDENTIALITY	EMAIL + EDOC	CONFIDENTIAL HIGHLY CONFIDENTIAL ATTORNEYS' EYES ONLY	Confidentiality designation applied to a document by producing party.
TIMEZONE PROCESSED	EMAIL + EDOC	UTC	The time zone the document was processed in. NOTE: This information should be the same time zone where the documents were originally located at time of collection.

²For all fields identified in Chart B, the parties agree to meet and confer.

Exhibit B

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

JENNIFER NOSALEK, RANDY HIRSCHORN and)	
TRACEY HIRSCHORN individually and on behalf of)	
all others similarly situated,)	
)	
Plaintiffs,)	
)	
v.)	No. 1:20-cv-12244-PBS
)	
MLS PROPERTY INFORMATION NETWORK,)	CLASS ACTION
INC., REALOGY HOLDINGS CORP.,)	
HOMESERVICES OF AMERICA, INC., BHH)	
AFFILIATES, LLC, HSF AFFILIATES, LLC,)	
RE/MAX LLC, and KELLER WILLIAMS REALTY,)	
INC.,)	
)	
Defendants.)	

**REALOGY HOLDINGS CORPORATION’S RESPONSES AND OBJECTIONS TO
PLAINTIFFS’ FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS**

Defendant Realogy Holdings Corp. (“Realogy”), by and through its attorneys, responds and objects to Plaintiffs’ First Set of Requests for Production of Documents pursuant to Federal Rules of Civil Procedure 26 and 34. Subject to the responses and objections set forth below, Realogy will produce the requested documents on a rolling basis.

GENERAL OBJECTIONS

The objections and conditions set forth below apply to Plaintiffs’ First Set of Requests for Production, including, without limitation, the Definitions, Rules of Construction, Instructions, Form of Production, Relevant Period, and Specific Documents Requested (individually, a “Request” and collectively, the “Requests”), set forth therein. By reference, Realogy incorporates each General Objection into its individual objections and responses below. While specific objections are cited in response to specific Definitions, Rules of Construction, Instructions, Form of Production, Relevant Period, and/or Requests, the failure to include a

General Objection in response to any of the foregoing is not and should not be construed as a waiver of any General Objection.

1. Realogy objects to the Requests to the extent that they attempt to impose obligations or requirements upon Realogy beyond those imposed by the Federal Rules of Civil Procedure. Realogy will limit any responses to the Requests in accordance with the Federal Rules of Civil Procedure.

2. Realogy objects to the Requests to the extent they call for the disclosure of documents protected by the attorney-client privilege, the work product doctrine, or any other applicable privilege, doctrine, immunity, or exemption from disclosure. Realogy will not produce privileged documents, and its responses are limited accordingly. Any production of privileged or protected information shall not be deemed or construed as waiving any privilege or right of Realogy.

3. Realogy objects to the Requests to the extent that they seek documents not in the possession, custody, or control of Realogy.

4. Realogy objects to producing that is confidential or proprietary in nature and/or subject to confidentiality commitments to third parties, as well as any other documents not customarily disclosed to the public or to trade competitors. To the extent that any Request seeks documents that are confidential or proprietary in nature, including but not limited to documents containing accounting, financial, and other sensitive business information, Plaintiffs and Defendants (the “Parties”) are currently negotiating a Proposed Protective Order and Realogy will only produce such documents consistent with that Proposed Protective Order once entered by the Court in this matter (and/or any subsequent protective orders agreed to by the Parties or entered by the Court).

5. Realogy objects to the Requests to the extent that they purport to require the creation or preparation of documents that do not exist.

6. Realogy objects to the Requests to the extent they are not limited in geographic scope and would therefore implicate areas the MLS at issue in this case, Pinergy, does not cover.

7. Each of the following responses is made without waiving any objections Realogy may have with respect to the subsequent use of any documents produced pursuant to these Requests or otherwise. Realogy specifically reserves (a) all objections as to the competency, privilege, relevancy, materiality, and admissibility of said documents; (b) the right to object to the uses of said documents in any lawsuit or proceeding on any and all of the foregoing grounds or on any other proper ground; and (c) the right to object on any and all proper grounds, at any time, to other discovery procedures involving or related to said documents.

8. No express, incidental, or implied admissions are intended by these responses. That Realogy may ultimately agree to search for documents in response to a particular Request is not intended and shall not be construed as an admission that any such document exists.

9. These objections and responses are made on the basis of information currently available to and specifically known to Realogy upon reasonable investigation. There may be further facts and/or documents affecting Realogy's responses, of which Realogy is currently unaware, despite reasonable investigation and inquiry. Accordingly, Realogy reserves the right to supplement any and all responses herein as additional facts are ascertained.

OBJECTIONS TO PLAINTIFFS' DEFINITIONS, RULES OF CONSTRUCTION, INSTRUCTIONS, FORM OF PRODUCTION, AND RELEVANT PERIOD

Realogy objects to the definition of "Buyer-Broker Commission Rule" as vague and ambiguous as it purports to incorporate multiple, distinct rules concerning unilateral compensation offers to "other MLS participants." Realogy further objects to the definition of

“Buyer-Broker Commission Rule” as overly broad, unduly burdensome, and not proportional to the needs of this case to the extent it purports to include rules that have no application to, or bearing on, Plaintiffs’ ability to list their homes on the Pinergy MLS. For the purposes of these objections and responses, Realogy shall interpret “Buyer-Broker Commission Rule” to be defined as the text set forth in Section 5.0 of the MLS PIN Rules & Regulations.

Realogy objects to the definition of “Concerning” as vague, ambiguous, overly broad, unduly burdensome, and not proportional to the needs of the case to the extent that it would encompass all documents that could be construed to have any implied relation to the subject at issue in each Request. For purposes of responding to these Requests, Realogy shall interpret “Concerning” as “expressly relating to, expressly referring to, expressly describing, expressly evidencing, or expressly constituting.”

Realogy objects to the definition of “Covered Area” to the extent Plaintiffs intend Covered Area to mean a relevant geographic market for antitrust purposes. Realogy further objects to the definition of “Covered Area” to the extent it does not exclude areas Pinergy does not cover. For purposes of responding to these Requests, Realogy shall interpret “Covered Area” to be defined as only those areas of Massachusetts, Rhode Island, and New Hampshire that Pinergy covers.

Realogy objects to the definition of “Defendant Affiliate” as overly broad, unduly burdensome, and not proportional to the needs of the case because it includes entities and individuals outside of Realogy’s control or, presumably, other Defendants’ control, including but not limited to “any other entity with whom” a Defendant has an “indirect contractual ... relationship” or “any other entity from whom” a Defendant “receives any revenue.” For purposes of these objections and responses, Realogy shall interpret “Defendant Affiliate” as used

in these Requests to mean, to the extent known to Realogy, any Defendant's partially- or wholly-owned brokerages, franchisees affiliated with a Defendant, and the employees and independent contractors of the same who do business in the Covered Area.

Realogy objects to the definition of "Document" to the extent that it is inconsistent with, and/or imposes additional obligation upon Realogy not contemplated by, (a) Federal Rule of Civil Procedure 34, (b) the proposed Protective Order currently being negotiated by the Parties, or (c) the proposed Electronically Stored Information Protocol currently being negotiated by the Parties.

Realogy objects to the definition of "Electronically Stored Information" or "ESI" to the extent that it purports to impose on Realogy any obligation inconsistent with Federal Rule of Civil Procedure 34 or is otherwise inconsistent with the proposed Electronically Stored Information Protocol currently being negotiated by the Parties. For purposes of these objections and responses, Realogy shall interpret "ESI" consistent with any Electronically Stored Information Protocol once entered by the Court in this matter (and/or any subsequent ESI protocols agreed to by the Parties or subsequently entered by the Court).

Realogy objects to the definition of "Meeting" or "Meetings" as vague, ambiguous, overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it includes the "electronic connection among natural persons." For purposes of these objections and responses, Realogy shall interpret and use "Meeting" or "Meetings" to mean any assembly or gathering whether in person or by telephone by two or more persons whether planned or arranged, scheduled or not.

Realogy objects to the definition of "Native Format" to the extent that it purports to impose on Realogy any obligation inconsistent with Federal Rule of Civil Procedure 34 or is

otherwise inconsistent with the proposed Electronically Stored Information Protocol currently being negotiated by the Parties. For purposes of these objections and responses, Realogy shall interpret “Native Format” consistent with any Electronically Stored Information Protocol once entered by the Court in this matter (and/or any subsequent ESI protocols agreed to by the Parties or subsequently entered by the Court).

Realogy objects to the definition of “Pinery” to the extent it purports to include other multiple listing services operating in the Covered Area not owned by MLS PIN.

Realogy objects to the definition of “refer,” “relate,” “referring,” or “relating” as vague, ambiguous, overly broad, unduly burdensome, and not proportional to the needs of the case to the extent that it would encompass all documents that could be construed to have any implied relation to the subject at issue in each Request. For purposes of responding to these Requests, Realogy shall interpret “refer,” “relate,” “referring” or “relating” as “expressly reflect, expressly record, expressly memorialize, expressly embody, expressly discuss, expressly evaluate, expressly consider, expressly review or expressly report on.”

Realogy objects to the definition of “You” and “Your” as overly broad, unduly burdensome, and not proportional to the needs of the case in that it includes entities and individuals outside of Realogy’s control, including but not limited to affiliates, franchisees, directors, agents, salespersons, attorneys, representatives, or anyone purporting to act on Realogy’s behalf. Realogy further objects to this definition on the grounds that it is vague and ambiguous to the extent it refers to “agents” and “affiliates,” which are not defined and are subject to different interpretations. For purposes of responding to these Requests, Realogy responds for itself and for entities and individuals within its control.

Realogy objects to Plaintiffs' proposed "Rules of Construction" to the extent they purport to impose on Realogy any obligation inconsistent with the Federal Rules of Civil Procedure or are otherwise inconsistent with the proposed Protective Order and/or proposed Electronically Stored Information Protocol currently being negotiated by the Parties. For purposes of these objections and responses, Realogy shall construe Plaintiffs' Requests consistent with the Federal Rules of Civil Procedure and the proposed Protective Order and/or proposed Electronically Stored Information Protocol once entered by the Court in this matter (and/or any subsequent Protective Orders or ESI protocols agreed to by the Parties or subsequently entered by the Court).

Realogy objects to Plaintiffs' proposed "Instructions" to the extent they call for the disclosure of documents protected by the attorney-client privilege, the work product doctrine, or any other applicable privilege, doctrine, immunity, or exemption from disclosure. Realogy will not produce privileged documents, and its responses are limited accordingly. Any production of privileged or protected information shall not be deemed or construed as waiving any privilege or right of Realogy. Realogy further objects to Plaintiffs' proposed "Instructions" to the extent they purport to impose on Realogy any obligation inconsistent with the Federal Rules of Civil Procedure or are otherwise inconsistent with the proposed Protective Order and/or proposed Electronically Stored Information Protocol currently being negotiated by the Parties. For purposes of these objections and responses, Realogy shall construe Plaintiffs' Requests consistent with the Federal Rules of Civil Procedure, the proposed Protective Order, and the proposed Electronically Stored Information Protocol once each is entered by the Court in this matter (and/or any subsequent Protective Orders or ESI Protocols agreed to by the Parties or subsequently entered by the Court).

In addition to the above, Realogy further objects to Instruction No. 3 as unduly burdensome and not proportional to the needs of the case to the extent it contemplates Plaintiffs' inspection of original documents, including those contained in electronic format. Realogy will make its productions consistent with the aforementioned Electronically Stored Information Protocol, which will obviate the necessity for any such inspection, and Realogy will otherwise object to any further request by Plaintiffs to comply with this Instruction.

In addition to the above, Realogy further objects to Instruction No. 8 as unduly burdensome and not proportional to the needs of the case as it call for the disclosure of information not kept in the ordinary course of business. Realogy also objects to this Instruction as it seeks information protected by the attorney-client privilege, the work product doctrine, or any other applicable privilege, doctrine, immunity, or exemption from disclosure, or otherwise properly sought by Plaintiffs using Interrogatories. Realogy will make its productions, any necessary redactions thereto, and provide a privilege log consistent with the aforementioned Electronically Stored Information Protocol and the Federal Rules of Civil Procedure, and Realogy will otherwise object to any further request by Plaintiffs to comply with this Instruction.

In addition to the above, Realogy further objects to Instruction No. 9 as unduly burdensome and not proportional to the needs of this case, as its calls for an unnecessary and irrelevant investigation into documents no longer in Realogy's reasonable custody or control, and seeks information not kept in the ordinary course of business information. Realogy will make its productions consistent with the aforementioned Electronically Stored Information Protocol and the Federal Rules of Civil Procedure, and Realogy will otherwise object to any further request by Plaintiff to comply with this Instruction.

Realogy objects to Plaintiffs' proposed "Form of Production" to the extent it purports to impose on Realogy any obligation inconsistent with the Federal Rules of Civil Procedure or inconsistent with the proposed Protective Order and/or proposed Electronically Stored Information Protocol currently being negotiated by the Parties. For purposes of these objections and responses, Realogy shall construe Plaintiffs' Requests consistent with the Federal Rules of Civil Procedure, the proposed Protective Order, and the proposed Electronically Stored Information Protocol, once each is entered by the Court in this matter (and/or any subsequent Protective Orders or ESI Protocols agreed to by the Parties or subsequently entered by the Court).

Realogy objects to Plaintiffs' "Relevant Period" for each Request as overly broad, unduly burdensome, and not proportional to the needs of this case to the extent that it seeks the production of documents that are: (a) outside the relevant statute(s) of limitations, (b) not relevant to the claims in the operative complaint, or (c) not proportional to the needs of the case. Indeed, Plaintiffs' proposed "Relevant Period" contemplates the production of documents, irrespective of when those documents were prepared or published, insofar as those documents may "relate to such period." Realogy will confer with Plaintiffs regarding a reasonable time period for its search and production of documents, and Realogy's agreement to search for and produce documents in response to the Requests is subject to the determination of a reasonable time period.

SPECIFIC DOCUMENT REQUESTS

1. All documents concerning the Plaintiffs.

RESPONSE TO REQUEST NO. 1: Realogy objects to Request No. 1 as unduly burdensome and not reasonably particularized to the needs of this case to the extent that it seeks documents that are not relevant to any Party's claim or defense. Realogy further objects to this

Request to the extent it seeks “[a]ll documents” no matter how tangential the connection to the claims and/or defenses in this litigation, as overly broad, unduly burdensome, and not proportional to the needs of the case. Realogy also objects to this Request on the grounds that it seeks documents that are not known, are unduly burdensome to locate or obtain, are not kept in the ordinary course of business, would require an unreasonable search, are in the possession of Plaintiffs themselves or other Defendants, or are not proportional to the needs of this case.

Realogy further objects to this Request on the grounds that it is overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks information that is unrelated to the Covered Area and/or Pinergy or the claims alleged in Plaintiffs’ Complaint. Realogy also objects to this Request to the extent that it calls for documents and communications subject to the attorney-client privilege, joint defense privilege, work product doctrine, or any other applicable privilege or protection from disclosure.

Subject to and without waiving the foregoing general and specific objections, Realogy will produce responsive, non-privileged documents based on agreement between the Parties to the extent that such documents exist and are within its possession, custody, and control, and can be located through a reasonable search.

2. All documents produced by you in any investigation, regulatory proceeding or lawsuit involving the Buyer-Broker Commission Rule or concerning any other alleged or actual violations of federal, state, or international antitrust or similar laws or regulations.

RESPONSE TO REQUEST NO. 2: Realogy objects to Request No. 2 as unduly burdensome and not reasonably particularized to the needs of this case to the extent that it seeks documents that are not relevant to any Party’s claim or defense. Realogy also objects to this Request to the extent it seeks “[a]ll documents ... concerning any other alleged or actual

violations of federal, state, or international antitrust or similar laws or regulations” no matter how tangential the connection to the claims and/or defenses in this litigation, as overly broad, unduly burdensome, and not proportional to the needs of the case. Realogy further objects to this Request on the grounds that it is overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks information that is unrelated to the Covered Area and/or Pinergy or the claims alleged in Plaintiffs’ Complaint, including purported violations of antitrust laws both within and outside of the United States. Realogy also objects to this Request as vague and ambiguous because the terms and phrases “investigation” and “regulatory proceeding” are undefined and subject to different interpretations. Realogy further objects to the extent the disclosure of such documents would violate Realogy’s confidentiality commitments to third parties. Realogy also objects to this Request to the extent that it calls for documents subject to the attorney-client privilege, joint defense privilege, work product doctrine, or any other applicable privilege or protection from disclosure. Realogy objects to this Request to the extent it is duplicative of Request No. 4, and it incorporates herein its response to that Request.

Subject to and without waiving the foregoing general and specific objections, Realogy states that it will not produce documents in response to this Request.

3. All communications with any governmental body or elected official (or agent or employee thereof) concerning the Buyer-Broker Commission Rule, including lobbying efforts or other attempts to influence governmental policy, legislation, or rule-making concerning the Buyer-Broker Commission Rule.

RESPONSE TO REQUEST NO. 3: Realogy objects to Request No. 3 as unduly burdensome and not reasonably particularized to the needs of this case to the extent that it seeks documents that are not relevant to any Party’s claim or defense. Realogy further objects to this

Request to the extent it seeks “[a]ll” such documents no matter how tangential the connection to the claims and/or defenses in this litigation, as overly broad, unduly burdensome, and not proportional to the needs of the case. Realogy also objects to this Request on the grounds that it seeks documents that are not known, are unduly burdensome to locate or obtain, would require an unreasonable search, are not proportional to the needs of the case, and/or the burden or expense outweighs the likely benefit. Realogy further objects to this Request on the grounds that it is overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks information that is unrelated to the Covered Area and/or Pinergy or the claims alleged in Plaintiffs’ Complaint. Realogy further objects to this Request as vague and ambiguous because the terms and phrases “governmental body or elected official” and “lobbying efforts or other attempts to influence” are undefined and subject to different interpretations. Realogy also objects to this Request to the extent that it calls for documents subject to the attorney-client privilege, joint defense privilege, work product doctrine, or any other applicable privilege or protection from disclosure.

Subject to and without waiving the foregoing general and specific objections, Realogy will produce responsive, non-privileged documents based on agreement between the Parties to the extent that such documents exist and are within its possession, custody, and control, and can be located through a reasonable search.

4. All documents produced to plaintiffs, and all transcripts of depositions taken, in *Moehrl v. National Assoc. of Realtors*, No. 19-cv-01610 (N.D. Ill.), and *Sitzer v. National Assoc. of Realtors*, No. 19-cv-00332-SRB (W.D. Mo.).

RESPONSE TO REQUEST NO. 4: Realogy objects to Request No. 4 because it seeks documents that are not relevant to any Party’s claim or defense. Realogy further objects to this

Request to the extent it seeks “[a]ll documents” no matter how tangential the connection to the claims and/or defenses in this litigation, as overly broad, unduly burdensome, and not proportional to the needs of the case. Realogy further objects to this Request on the grounds that it is overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks information that is unrelated to the Covered Area and/or Pinergy or the claims alleged in Plaintiffs’ Complaint. Realogy further objects that the Request improperly assumes that the scope and subject matter of discovery in *Sitzer* and/or *Moehrl* are co-extensive with any discovery that might take place in this lawsuit. Realogy objects to this Request to the extent it is duplicative of Request No. 2, and it incorporates herein its response to that Request.

Subject to and without waiving the foregoing general and specific objections, Realogy states that it will not produce documents in response to this Request.

5. Documents sufficient to show your organizational structure and management hierarchy.

RESPONSE TO REQUEST NO. 5: Realogy objects to Request No. 5 as unduly burdensome and not reasonably particularized to the needs of this case to the extent that it seeks documents that are not relevant to any Party’s claim or defense. Realogy further objects to this Request on the grounds that it is overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks documents that are unrelated to the Covered Area and/or Pinergy or the claims alleged in Plaintiffs’ Complaint. Realogy further objects to this Request as vague and ambiguous because the term “management hierarchy” is undefined and subject to different interpretations.

Subject to and without waiving the foregoing general and specific objections, Realogy will produce responsive, non-privileged documents based on agreement between the Parties to

the extent that such documents exist and are within its possession, custody, and control, and can be located through a reasonable search.

6. Documents sufficient to identify each of your Defendant Affiliates, and all documents concerning the legal relationship between or among you and those Defendant Affiliates, including but not limited to all franchise contracts and disclosure documents between you and any franchisee.

RESPONSE TO REQUEST NO. 6: Realogy objects to Request No. 6 as unduly burdensome and not reasonably particularized to the needs of this case to the extent that it seeks documents that are not relevant to any Party's claim or defense. Realogy further objects to this Request to the extent it seeks "all documents concerning the legal relationship" no matter how tangential the connection to the claims and/or defenses in this litigation, as overly broad, unduly burdensome, and not proportional to the needs of the case. Realogy also objects to this Request on the grounds that it seeks documents that are not known, are unduly burdensome to locate or obtain, are not kept in the ordinary course of business, would require an unreasonable search, are in the possession of third parties that Realogy does not control within the meaning of the Federal Rules of Civil Procedure, including but not limited to "Defendant Affiliates," are not proportional to the needs of the case, and/or the burden or expense outweighs the likely benefit. Realogy further objects to this Request on the grounds that it is overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks information that is unrelated to the Covered Area and/or Pinergy or the claims alleged in Plaintiffs' Complaint. Realogy also objects to this Request on the grounds that it seeks documents that contain confidential, proprietary, and particularly sensitive competitive business information such that any potential relevance is outweighed by the prejudice of disclosing such information,

particularly to its direct competitors. Realogy further objects to the extent the disclosure of such information would violate Realogy's confidentiality commitments to third parties. Realogy also objects to this Request to the extent that it calls for documents subject to the attorney-client privilege, joint defense privilege, work product doctrine, or any other applicable privilege or protection from disclosure.

Subject to and without waiving the foregoing general and specific objections, Realogy will produce only responsive, non-privileged documents (a) sufficient to identify its partially- or wholly-owned brokerages and franchisees that license a Realogy brand that operate in the Covered Area, and (b) form franchise disclosure documents for the Covered Area.

7. Documents sufficient to show the legal status and ownership of MLS PIN and Pinergy throughout the Relevant Period, including your role in ownership or control of MLS PIN or Pinergy.

RESPONSE TO REQUEST NO. 7: Realogy objects to Request No. 7 because it seeks documents that are not relevant to any Party's claim or defense. Realogy also objects to this Request on the grounds that it seeks documents that are not known, are unduly burdensome to locate or obtain, are not kept in the ordinary course of business, otherwise would require an unreasonable search, are in the possession of third parties or other Defendants that Realogy does not control within the meaning of the Federal Rules of Civil Procedure, including but not limited to "MLS PIN" and "Pinergy," are not proportional to the needs of the case, and/or the burden or expense outweighs the likely benefit. Realogy further objects to the extent the disclosure of such information would violate Realogy's confidentiality commitments to third parties. Realogy also objects to this Request to the extent that it calls for documents subject to the attorney-client privilege, joint defense privilege, work product doctrine, or any other applicable privilege or

protection from disclosure. Realogy objects to this Request to the extent it is duplicative of Request No. 14, and it incorporates herein its response to that Request.

Subject to and without waiving the foregoing general and specific objections, Realogy states that it will not produce documents in response to this Request.

8. Documents sufficient to show the requirements for membership or participation in MLS PIN and Pinergy, including all forms of MLS PIN Participant Agreement/Applications.

RESPONSE TO REQUEST NO. 8: Realogy objects to Request No. 8 as unduly burdensome and not reasonably particularized to the needs of this case to the extent that it seeks documents that are not relevant to any Party's claim or defense. Realogy further objects to this Request to the extent it seeks "all forms of MLS PIN Participant Agreements/Applicants" no matter how tangential the connection to the claims and/or defenses in this litigation, as overly broad, unduly burdensome, and not proportional to the needs of the case. Realogy also objects to this Request on the grounds that it seeks documents that are not known, are unduly burdensome to locate or obtain, are not kept in the ordinary course of business, would require an unreasonable search, are in the possession of other Defendants that Realogy does not control within the meaning of the Federal Rules of Civil Procedure, including but not limited to "MLS PIN" and "Pinergy," are not proportional to the needs of the case, and/or the burden or expense outweighs the likely benefit. Realogy objects to this Request to the extent it is duplicative of Request No. 18, and it incorporates herein its response to that request.

Subject to and without waiving the foregoing general and specific objections, Realogy states that it will not produce documents in response to this Request.

9. Financial statements or other documents sufficient to show the revenue, expenses, income, and commissions that you received directly or indirectly either from any Defendant Affiliate or from the purchase, sale, lease or rental of any real property in the Covered Area.

RESPONSE TO REQUEST NO. 9: Realogy objects to Request No. 9 as unduly burdensome and not reasonably particularized to the needs of this case to the extent that it seeks documents that are not relevant to any Party's claim or defense, including but not limited to financial statements or other documents concerning "lease[s]" or "rental[s]". Realogy also objects to this Request on the grounds that it seeks documents that are unduly burdensome to locate or obtain, would require an unreasonable search, are not proportional to the needs of the case, and/or the burden or expense outweighs the likely benefit. Realogy further objects to this Request to the extent it is duplicative of Request No. 10, and it incorporates herein its response to that Request.

Subject to and without waiving the foregoing general and specific objections, Realogy refers Plaintiffs to securities filings, which are publicly available on the U.S. Securities and Exchange Commission website and the realogy.com website, of Realogy Holdings Corporation. To the extent this Request contemplates the production of additional financial data, Realogy will produce responsive, non-privileged data based on agreement between the Parties following an appropriate meet and confer conference to the extent that such documents exist and are within its possession, custody, and control, and can be located through a reasonable search.

10. Financial statements or other documents sufficient to show the revenue, expenses, income, and commissions of all Defendant Affiliates in the Covered Area.

RESPONSE TO REQUEST NO. 10: Realogy objects to Request No. 10 as unduly burdensome and not reasonably particularized to the needs of this case to the extent that it seeks documents that are not relevant to any Party's claim or defense. Realogy also objects to this Request on the grounds that it seeks documents that are not known, are unduly burdensome to locate or obtain, are not kept in the ordinary course of business, would require an unreasonable search, are in the possession of third parties or other Defendants that Realogy does not control within the meaning of the Federal Rules of Civil Procedure, including but not limited to "Defendant Affiliates," are not proportional to the needs of the case, and/or the burden or expense outweighs the likely benefit. Realogy objects to this Request as vague and ambiguous because the term "commission" is undefined and does not specify whether it refers to commissions received by agents or brokers or some other commissions. Realogy also objects to this Request on the grounds that it seeks documents that contain confidential, proprietary, and particularly sensitive competitive business information such that any potential relevance is outweighed by the prejudice of disclosing such information, particularly to its direct competitors. Realogy further objects to the extent the disclosure of such information would violate Realogy's confidentiality commitments to third parties. Realogy objects to this Request to the extent it is duplicative of Request No. 9, and it incorporates herein its response to that Request.

Subject to and without waiving the foregoing general and specific objections, Realogy refers Plaintiffs to securities filings, which are publicly available on the U.S. Securities and Exchange Commission website and the realogy.com website, of Realogy Holdings Corporation. To the extent this Request contemplates the production of additional documents, Realogy will produce responsive, non-privileged documents based on agreement between the Parties following an appropriate meet and confer conference to the extent that such documents exist and

are within its possession, custody, and control, and can be located through a reasonable search.

11. Documents sufficient to show the geographic area in which MLS PIN conducted business during the Relevant Period.

RESPONSE TO REQUEST NO. 11: Realogy objects to Request No. 11 on the grounds that it seeks documents that are not known, are unduly burdensome to locate or obtain, are not kept in the ordinary course of business, would require an unreasonable search, are in the possession of third parties or other Defendants that Realogy does not control within the meaning of the Federal Rules of Civil Procedure, including but not limited to “MLS PIN,” are not proportional to the needs of the case, and/or the burden or expense outweighs the likely benefit. Realogy further objects to this Request as vague and ambiguous because the term “conducted business” is undefined and subject to different interpretations.

Subject to and without waiving the foregoing general and specific objections, Realogy states that it will not produce documents in response to this Request.

12. All minutes of meetings of your board of directors, and all documents provided or shown to board members in connection with such board meetings.

RESPONSE TO REQUEST NO. 12: Realogy objects to Request No. 12 because it seeks documents that are not relevant to any Party’s claim or defense. Realogy further objects to this Request to the extent it seeks “[a]ll minutes of meetings” and “all documents provided or shown to board members in connection with such board meetings” no matter how tangential the connection to the claims and/or defenses in this litigation, as overly broad, unduly burdensome, and not proportional to the needs of the case. Realogy further objects to this Request on the grounds that it is overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks information that is unrelated to the Covered Area and/or Pinergy or the claims

alleged in Plaintiffs' Complaint. Realogy also objects to this Request on the grounds that it seeks documents that contain confidential, proprietary, and particularly sensitive competitive business information such that any potential relevance is outweighed by the prejudice of disclosing such information, particularly to its direct competitors. Realogy also objects to this Request to the extent that it calls for documents and communications subject to the attorney-client privilege, joint defense privilege, work product doctrine, or any other applicable privilege or protection from disclosure.

Subject to and without waiving the foregoing general and specific objections, Realogy states that it will not produce documents in response to this Request.

13. All documents concerning the identity of all MLS PIN Board members, and criteria for and selection of MLS PIN Board members, including communications concerning the nomination or selection of any individual MLS PIN Board members and the reasons therefor.

RESPONSE TO REQUEST NO. 13: Realogy objects to Request No. 13 because it seeks documents that are not relevant to any Party's claim or defense. Realogy further objects to this Request to the extent it seeks "[a]ll documents" no matter how tangential the connection to the claims and/or defenses in this litigation, as overly broad, unduly burdensome, and not proportional to the needs of the case. Realogy also objects to this Request on the grounds that it seeks documents that are not known, are unduly burdensome to locate or obtain, are not kept in the ordinary course of business, would require an unreasonable search, are in the possession of third parties or other Defendants that Realogy does not control within the meaning of the Federal Rules of Civil Procedure, including but not limited to "MLS PIN," are not proportional to the needs of the case, and/or the burden or expense outweighs the likely benefit. Realogy also

objects to this Request to the extent that it calls for documents and communications subject to the attorney-client privilege, joint defense privilege, work product doctrine, or any other applicable privilege or protection from disclosure.

Subject to and without waiving the foregoing general and specific objections, Realogy states that it will not produce documents in response to this Request.

14. Documents sufficient to identify any state or local Realtor associations (“local Realtor associations” or “Realtor associations”) not named as Defendants that owned and operated Pinergy and/or MLS PIN during the Relevant Period.

RESPONSE TO REQUEST NO. 14: Realogy objects to Request No. 14 because it seeks documents that are not relevant to any Party’s claim or defense. Realogy also objects to this Request on the grounds that it seeks documents that are not known, are unduly burdensome to locate or obtain, are not kept in the ordinary course of business, would require an unreasonable search, are in the possession of third parties or other Defendants that Realogy does not control within the meaning of the Federal Rules of Civil Procedure, including but not limited to “MLS PIN,” “local Realtor associations,” “Realtor associations,” or “Pinergy,” are not proportional to the needs of the case, and/or the burden or expense outweighs the likely benefit. Realogy further objects to this Request as vague and ambiguous because the phrase “owned and operated” is undefined and subject to different interpretations. Realogy objects to this Request to the extent it is duplicative of Request No. 7, and it incorporates herein its response to that Request.

Subject to and without waiving the foregoing general and specific objections, Realogy states that it will not produce documents in response to this Request.

15. Documents sufficient to show the number and percentage of real estate brokers and agents who are members of MLS PIN and Pinergy, whether such brokers or

agents are Defendant Affiliates, the number and percentage of homes for sale listed on Pinergy, the number and percentage of homes for sale listed on Pinergy by Defendant Affiliates, and the number and percentage of homes sold that were listed on Pinergy.

RESPONSE TO REQUEST NO. 15: Realogy objects to Request No. 15 because it seeks documents that are not relevant to any Party's claim or defense. Realogy also objects to this Request on the grounds that it seeks documents that are not known, are unduly burdensome to locate or obtain, are not kept in the ordinary course of business, would require an unreasonable search, are in the possession of third parties or other Defendants that Realogy does not control within the meaning of the Federal Rules of Civil Procedure, including but not limited to "MLS PIN," "Pinergy," "Defendant Affiliates," "brokers," and "agents," are not proportional to the needs of the case, and/or the burden or expense outweighs the likely benefit. Realogy further objects to this Request as vague and ambiguous because the terms and phrases "percentage of real estate brokers and agents who are members of MLS PIN and Pinergy," "percentage of homes for sale listed on Pinergy," "percentage of homes for sale listed on Pinergy by Defendant Affiliates," and "percentage of homes sold that were listed on Pinergy" are undefined and subject to different interpretations.

Subject to and without waiving the foregoing general and specific objections, Realogy states that it will not produce documents in response to this Request.

16. All documents relating to the role of MLS PIN in the market for real estate services in the Covered Area.

RESPONSE TO REQUEST NO. 16: Realogy objects to Request No. 16 to the extent it seeks "[a]ll documents" no matter how tangential the connection to the claims and/or defenses in this litigation, as overly broad, unduly burdensome, and not proportional to the needs of the case.

Realogy also objects to this Request on the grounds that it seeks documents that are not known, are unduly burdensome to locate or obtain, are not kept in the ordinary course of business, would require an unreasonable search, are in the possession of third parties or other Defendants that Realogy does not control within the meaning of the Federal Rules of Civil Procedure, including but not limited to “MLS PIN,” are not proportional to the needs of the case, and/or the burden or expense outweighs the likely benefit. Realogy further objects to this Request as vague and ambiguous because the phrase “market for real estate services” is undefined and subject to different interpretations. Realogy also objects to the extent this Request is intended to suggest “real estate services in the Covered Area” is a relevant market for antitrust purposes.

Subject to and without waiving the foregoing general and specific objections, Realogy will produce responsive, non-privileged documents based on agreement between the Parties to the extent that such documents exist and are within its possession, custody, and control, and can be located through a reasonable search.

17. All documents discussing any actual or potential competitors or alternatives to MLS PIN in the Covered Area.

RESPONSE TO REQUEST NO. 17: Realogy objects to this Request No. 17 to the extent it seeks “[a]ll documents” no matter how tangential the connection to the claims and/or defenses in this litigation, as overly broad, unduly burdensome, and not proportional to the needs of the case. Realogy also objects to this Request on the grounds that it seeks documents that are not known, are unduly burdensome to locate or obtain, are not kept in the ordinary course of business, would require an unreasonable search, are in the possession of third parties or other Defendants that Realogy does not control within the meaning of the Federal Rules of Civil Procedure, including but not limited to “MLS PIN,” are not proportional to the needs of the case,

and/or the burden or expense outweighs the likely benefit. Realogy also objects to this Request on the grounds that it seeks documents that contain confidential, proprietary, and particularly sensitive competitive business information such that any potential relevance is outweighed by the prejudice of disclosing such information, particularly to its direct competitors. Realogy further objects to the extent the disclosure of such information would violate Realogy's confidentiality commitments to third parties. Realogy also objects to this Request to the extent that it calls for documents subject to the attorney-client privilege, joint defense privilege, work product doctrine, or any other applicable privilege or protection from disclosure.

Subject to and without waiving the foregoing general and specific objections, Realogy will produce responsive, non-privileged documents based on agreement between the Parties to the extent that such documents exist and are within its possession, custody, and control, and can be located through a reasonable search.

18. All Rules and Regulations governing MLS PIN and the use of Pinergy and any related Notes, interpretations, and proposed drafts ("MLS PIN Rules").

RESPONSE TO REQUEST NO. 18: Realogy objects to Request No. 18 as unduly burdensome and not reasonably particularized to the needs of this case to the extent that it seeks documents that are not relevant to any Party's claim or defense. Realogy further objects to this Request to the extent it seeks "[a]ll Rules and Regulations" and "any related Notes, interpretations, and proposed drafts" no matter how tangential the connection to the claims and/or defenses in this litigation, as overly broad, unduly burdensome, and not proportional to the needs of the case. Realogy also objects to this Request on the grounds that it seeks documents that are not known, are unduly burdensome to locate or obtain, are not kept in the ordinary course of business, would require an unreasonable search, are in the possession of other

Defendants that Realogy does not control within the meaning of the Federal Rules of Civil Procedure, including but not limited to “MLS PIN” and “Pinergy,” are not proportional to the needs of the case, and/or the burden or expense outweighs the likely benefit. Realogy further objects to this Request as vague and ambiguous because the phrase “related Notes, interpretations, and proposed drafts” is undefined and subject to different interpretations. Realogy also objects to this Request to the extent that it calls for documents subject to the attorney-client privilege, joint defense privilege, work product doctrine, or any other applicable privilege or protection from disclosure. Realogy objects to this Request to the extent it is duplicative of Request No. 8, and it incorporates herein its response to that Request.

Subject to and without waiving the foregoing general and specific objections, Realogy will produce responsive, non-privileged documents based on agreement between the Parties to the extent that such documents exist and are within its possession, custody, and control, and can be located through a reasonable search.

19. All documents concerning whether your Defendant Affiliates specifically, and/or brokers, franchisees, franchisors, realtor associations or realtors generally, are encouraged or required to join or participate in a multiple listing service and/or comply with multiple listing service rules.

RESPONSE TO REQUEST NO. 19: Realogy objects to Request No. 19 to the extent it seeks “[a]ll documents” no matter how tangential the connection to the claims and/or defenses in this litigation, as overly broad, unduly burdensome, and not proportional to the needs of the case. Realogy also objects to this Request on the grounds that it seeks documents that are not known, are unduly burdensome to locate or obtain, are not kept in the ordinary course of business, would require an unreasonable search, are in the possession of third parties or other Defendants that

Realogy does not control within the meaning of the Federal Rules of Civil Procedure, including but not limited to “Defendant Affiliates,” and “brokers, franchisees, franchisors, realtor associations” and “realtors,” are not proportional to the needs of the case, and/or the burden or expense outweighs the likely benefit. Realogy further objects to this Request on the grounds that it is overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks information that is unrelated to the Covered Area and/or Pinergy or the claims alleged in Plaintiffs’ Complaint. Realogy further objects to this Request as vague and ambiguous because the phrase “encouraged or required to join or participate” is undefined and subject to different interpretations. Realogy objects to this Request to the extent it is duplicative of Request No. 30, and it incorporates herein its response to that Request.

Subject to and without waiving the foregoing general and specific objections, Realogy will produce responsive, non-privileged documents based on agreement between the Parties to the extent that such documents exist and are within its possession, custody, and control, and can be located through a reasonable search.

20. All documents concerning any policies or procedures concerning compliance with multiple listing service rules generally and MLS PIN Rules specifically and any efforts to monitor or enforce compliance.

RESPONSE TO REQUEST NO. 20: Realogy objects to Request No. 20 as unduly burdensome and not reasonably particularized to the needs of this case to the extent that it seeks documents that are not relevant to any Party’s claim or defense. Realogy further objects to this Request to the extent it seeks “[a]ll documents” no matter how tangential the connection to the claims and/or defenses in this litigation, as overly broad, unduly burdensome, and not proportional to the needs of the case. Realogy also objects to this Request on the grounds that it

seeks documents that are not known, are unduly burdensome to locate or obtain, are not kept in the ordinary course of business, would require an unreasonable search, are in the possession of third parties, Plaintiffs themselves, or other Defendants, are not proportional to the needs of the case, and/or the burden or expense outweighs the likely benefit. Realogy further objects to this Request on the grounds that it is overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks information that is unrelated to the Covered Area and/or Pinergy or the claims alleged in Plaintiffs' Complaint. Realogy further objects to this Request as vague and ambiguous because the terms and phrases "concerning compliance" and "multiple listing service rules generally" are undefined and subject to different interpretations. Realogy also objects to this Request to the extent that it calls for documents subject to the attorney-client privilege, joint defense privilege, work product doctrine, or any other applicable privilege or protection from disclosure.

Subject to and without waiving the foregoing general and specific objections, Realogy will produce responsive, non-privileged documents based on agreement between the Parties to the extent that such documents exist and are within its possession, custody, and control, and can be located through a reasonable search.

21. All documents relating to or reflecting communications between you and any other Defendant concerning buyer-broker commissions.

RESPONSE TO REQUEST NO. 21: Realogy objects to Request No. 21 unduly burdensome to the extent that it seeks documents that are not relevant to any Party's claim or defense. Realogy further objects to this Request to the extent it seeks "[a]ll documents" no matter how tangential the connection to the claims and/or defenses in this litigation, as overly broad, unduly burdensome, and not proportional to the needs of the case. Realogy also objects to

this Request on the grounds that it seeks documents that are not known, are unduly burdensome to locate or obtain, are not kept in the ordinary course of business, would require an unreasonable search, are in the possession of other Defendants, are not proportional to the needs of the case, and/or the burden or expense outweighs the likely benefit. Realogy further objects to this Request on the grounds that it is overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks information that is unrelated to the Covered Area and/or Pinergy or the claims alleged in Plaintiffs' Complaint. Realogy also objects to this Request to the extent that it calls for documents and communications subject to the attorney-client privilege, joint defense privilege, work product doctrine, or any other applicable privilege or protection from disclosure.

Subject to and without waiving the foregoing general and specific objections, Realogy will produce responsive, non-privileged documents based on agreement between the Parties to the extent that such documents exist and are within its possession, custody, and control, and can be located through a reasonable search.

22. All documents relating to or reflecting communications between you and the National Association of Realtors concerning buyer-broker commissions.

RESPONSE TO REQUEST NO. 22: Realogy objects to Request No. 22 because it seeks documents that are not relevant to any Party's claim or defense. Realogy further objects to this Request to the extent it seeks "[a]ll documents" no matter how tangential the connection to the claims and/or defenses in this litigation, as overly broad, unduly burdensome, and not proportional to the needs of the case. Realogy also objects to this Request on the grounds that it seeks documents that are not known, are unduly burdensome to locate or obtain, are not kept in the ordinary course of business, would require an unreasonable search, are in the possession of

third parties or other Defendants, are not proportional to the needs of the case, and/or the burden or expense outweighs the likely benefit. Realogy further objects to this Request on the grounds that it is overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks information that is unrelated to the Covered Area and/or Pinergy or the claims alleged in Plaintiffs' Complaint. Realogy also objects to this Request to the extent that it calls for documents and communications subject to the attorney-client privilege, joint defense privilege, work product doctrine, or any other applicable privilege or protection from disclosure.

Subject to and without waiving the foregoing general and specific objections, Realogy states that it will not produce documents in response to this Request.

23. All documents relating to the enforcement of the Buyer-Broker Commission Rule with regard to any Defendant Affiliates.

RESPONSE TO REQUEST NO. 23: Realogy objects to Request No. 23 to the extent it seeks “[a]ll documents” no matter how tangential the connection to the claims and/or defenses in this litigation, as overly broad, unduly burdensome, and not proportional to the needs of the case. Realogy also objects to this Request on the grounds that it seeks documents that are not known, are unduly burdensome to locate or obtain, are not kept in the ordinary course of business, would require an unreasonable search, are in the possession of third parties or other Defendants that Realogy does not control within the meaning of the Federal Rules of Civil Procedure, including but not limited to “Defendant Affiliates,” are not proportional to the needs of the case, and/or the burden or expense outweighs the likely benefit. Realogy further objects to this Request on the grounds that it is overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks information that is unrelated to the Covered Area and/or Pinergy or the claims alleged in Plaintiffs' Complaint. Realogy also objects to this Request on the grounds that it

seeks documents that contain confidential, proprietary, and particularly sensitive competitive business information such that any potential relevance is outweighed by the prejudice of disclosing such information, particularly to its direct competitors. Realogy further objects to the extent the disclosure of such information would violate Realogy's confidentiality commitments to third parties. Realogy also objects to this Request to the extent that it calls for documents subject to the attorney-client privilege, joint defense privilege, work product doctrine, or any other applicable privilege or protection from disclosure.

Subject to and without waiving the foregoing general and specific objections, Realogy will produce responsive, non-privileged documents based on agreement between the Parties to the extent that such documents exist and are within its possession, custody, and control, and can be located through a reasonable search.

24. All documents concerning any discussion, review, analysis or consideration of whether the Buyer-Broker Commission Rule has any effect on the amount of commissions offered by sellers, the determination or negotiation of the amount, any revenues and profits generated therefrom, and the offering of discounted commissions.

RESPONSE TO REQUEST NO. 24: Realogy objects to Request No. 24 to the extent it seeks "[a]ll documents" no matter how tangential the connection to the claims and/or defenses in this litigation, as overly broad, unduly burdensome, and not proportional to the needs of the case. Realogy also objects to this Request on the grounds that it seeks documents that are not known, are unduly burdensome to locate or obtain, are not kept in the ordinary course of business, would require an unreasonable search, are in the possession of third parties or other Defendants that Realogy does not control within the meaning of the Federal Rules of Civil Procedure, including but not limited to "sellers," are not proportional to the needs of the case, and/or the burden or

expense outweighs the likely benefit. Realogy further objects to this Request on the grounds that it is overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks information that is unrelated to the Covered Area and/or Pinergy or the claims alleged in Plaintiffs' Complaint. Realogy objects to this Request as vague and ambiguous because the term "commission" is undefined and does not specify whether it refers to commissions received by agents or brokers or some other commissions. Realogy also objects to this Request to the extent that it calls for documents subject to the attorney-client privilege, joint defense privilege, work product doctrine, or any other applicable privilege or protection from disclosure. Realogy objects to this Request to the extent it is duplicative of Request Nos. 25, 26, 38 and 39, and it incorporates herein its responses to those Requests.

Subject to and without waiving the foregoing general and specific objections, Realogy will produce responsive, non-privileged documents based on agreement between the Parties to the extent that such documents exist and are within its possession, custody, and control, and can be located through a reasonable search.

25. All documents concerning any discussion, review, analysis or consideration of whether the Buyer-Broker Commission Rule should be modified or changed in any way and any communications relating thereto.

RESPONSE TO REQUEST NO. 25: Realogy objects to Request No. 25 as unduly burdensome and not reasonably particularized to the needs of this case to the extent that it seeks documents that are not relevant to any Party's claim or defense. Realogy further objects to this Request to the extent it seeks "[a]ll documents" no matter how tangential the connection to the claims and/or defenses in this litigation, as overly broad, unduly burdensome, and not proportional to the needs of the case. Realogy also objects to this Request on the grounds that it

seeks documents that are not known, are unduly burdensome to locate or obtain, are not kept in the ordinary course of business, would require an unreasonable search, are in the possession of third parties or other Defendants, are not proportional to the needs of the case, and/or the burden or expense outweighs the likely benefit. Realogy further objects to this Request on the grounds that it is overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks information that is unrelated to the Covered Area and/or Pinergy or the claims alleged in Plaintiffs' Complaint. Realogy also objects to this Request to the extent that it calls for documents subject to the attorney-client privilege, joint defense privilege, work product doctrine, or any other applicable privilege or protection from disclosure. Realogy objects to this Request to the extent it is duplicative of Request Nos. 24, 26, 38 and 39, and it incorporates herein its responses to those Requests.

Subject to and without waiving the foregoing general and specific objections, Realogy will produce responsive, non-privileged documents based on agreement between the Parties to the extent that such documents exist and are within its possession, custody, and control, and can be located through a reasonable search.

26. All documents concerning any discussion, review, analysis or consideration of whether the Buyer-Broker Commission Rule affects whether buyer-brokers will “steer” home buyers to the properties that provide the higher commission.

RESPONSE TO REQUEST NO. 26: Realogy objects to Request No. 26 as unduly burdensome and not reasonably particularized to the needs of this case to the extent that it seeks documents that are not relevant to any Party's claim or defense. Realogy further objects to this Request to the extent it seeks “[a]ll documents” no matter how tangential the connection to the claims and/or defenses in this litigation, as overly broad, unduly burdensome, and not

proportional to the needs of the case. Realogy also objects to this Request on the grounds that it seeks documents that are not known, are unduly burdensome to locate or obtain, are not kept in the ordinary course of business, would require an unreasonable search, are in the possession of third parties or other Defendants that Realogy does not control within the meaning of the Federal Rules of Civil Procedure, including but not limited to “buyer-brokers” and “home buyers,” are not proportional to the needs of the case, and/or the burden or expense outweighs the likely benefit. Realogy further objects to this Request on the grounds that it is overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks information that is unrelated to the Covered Area and/or Pinergy or the claims alleged in Plaintiffs’ Complaint. Realogy further objects to this Request as vague and ambiguous because the term “steer” is undefined and subject to different interpretations. Realogy also objects to this Request as vague and ambiguous because the term “commission” is undefined and does not specify whether it refers to commissions received by agents or brokers or some other commissions. Realogy also objects to this Request to the extent that it calls for documents subject to the attorney-client privilege, joint defense privilege, work product doctrine, or any other applicable privilege or protection from disclosure.

Subject to and without waiving the foregoing general and specific objections, Realogy will produce responsive, non-privileged documents based on agreement between the Parties to the extent that such documents exist and are within its possession, custody, and control, and can be located through a reasonable search.

27. All documents presented by or to your management concerning buyer-broker commissions. This request includes, for example, presentations made at internal meetings and at external industry events.

RESPONSE TO REQUEST NO. 27: Realogy objects to Request No. 27 as unduly burdensome and not reasonably particularized to the needs of this case to the extent that it seeks documents that are not relevant to any Party's claim or defense. Realogy further objects to this Request to the extent it seeks "[a]ll documents" no matter how tangential the connection to the claims and/or defenses in this litigation, as overly broad, unduly burdensome, and not proportional to the needs of the case. Realogy also objects to this Request on the grounds that it seeks documents that are not known, are unduly burdensome to locate or obtain, are not kept in the ordinary course of business, would require an unreasonable search, are in the possession of third parties or other Defendants that Realogy does not control within the meaning of the Federal Rules of Civil Procedure, including but not limited to participants at "external industry events," are not proportional to the needs of the case, and/or the burden or expense outweighs the likely benefit. Realogy further objects to this Request on the grounds that it is overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks information that is unrelated to the Covered Area and/or Pinergy or the claims alleged in Plaintiffs' Complaint. Realogy further objects to this Request as vague and ambiguous because the terms and phrases "your management," "presentations," "concerning buyer-broker commissions," and "external industry events" are undefined and subject to different interpretations. Realogy also objects to this Request on the grounds that it seeks documents that contain confidential, proprietary, and particularly sensitive competitive business information such that any potential relevance is outweighed by the prejudice of disclosing such information, particularly to its direct competitors. Realogy also objects to this Request to the extent that it calls for documents subject to the attorney-client privilege, joint defense privilege, work product doctrine, or any other applicable privilege or protection from disclosure.

Subject to and without waiving the foregoing general and specific objections, Realogy will produce responsive, non-privileged documents based on agreement between the Parties to the extent that such documents exist and are within its possession, custody, and control, and can be located through a reasonable search.

28. All documents concerning the policies and procedures concerning the fields on the Pinergy website that actual or prospective buyers and sellers are permitted to review, including the universe of broker commission terms or other financial incentives, and any discussion, review, analysis or consideration of the reasons therefore or any changes thereto.

RESPONSE TO REQUEST NO. 28: Realogy objects to Request No. 28 because it seeks documents that are not relevant to any Party's claim or defense. Realogy further objects to this Request to the extent it seeks "[a]ll documents" no matter how tangential the connection to the claims and/or defenses in this litigation, as overly broad, unduly burdensome, and not proportional to the needs of the case. Realogy also objects to this Request on the grounds that it seeks documents that are not known, are unduly burdensome to locate or obtain, are not kept in the ordinary course of business, would require an unreasonable search, are in the possession of third parties or other Defendants that Realogy does not control within the meaning of the Federal Rules of Civil Procedure, including but not limited to "Pinergy," and "actual prospective buyers and sellers," are not proportional to the needs of the case, and/or the burden or expense outweighs the likely benefit. Realogy further objects to this Request as vague and ambiguous because the terms and phrases "the Pinergy website," "actual or prospective buyers," "permitted to review," and "universe of broker commission terms or other financial incentives" are undefined and subject to different interpretations. Realogy further objects to the extent the disclosure of such information would violate Realogy's confidentiality commitments to third

parties. Realogy also objects to this Request to the extent that it calls for documents subject to the attorney-client privilege, joint defense privilege, work product doctrine, or any other applicable privilege or protection from disclosure.

Subject to and without waiving the foregoing general and specific objections, Realogy states that it will not produce documents in response to this Request.

29. All scripts or form responses, including drafts and final versions, concerning potential discussions with and responses to potential sellers and buyers regarding commissions, negotiation of commissions, the amount of commissions and the potential effect of commissions on the ability to sell a property.

RESPONSE TO REQUEST NO. 29: Realogy objects to Request No. 29 as unduly burdensome and not reasonably particularized to the needs of this case to the extent that it seeks documents that are not relevant to any party's claim or defense. Realogy further objects to this Request to the extent it seeks "[a]ll scripts or form responses" no matter how tangential the connection to the claims and/or defenses in this litigation, as overly broad, unduly burdensome, and not proportional to the needs of the case. Realogy also objects to this Request on the grounds that it seeks documents that are not known, are unduly burdensome to locate or obtain, are not kept in the ordinary course of business, would require an unreasonable search, are in the possession of third parties or other Defendants, are not proportional to the needs of the case, and/or the burden or expense outweighs the likely benefit. Realogy further objects to this Request on the grounds that it is overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks information that is unrelated to the Covered Area and/or Pinergy or the claims alleged in Plaintiffs' Complaint. Realogy also objects to this Request as vague and ambiguous because the term "commission" is undefined and does not specify whether

it refers to commissions received by agents or brokers or some other commissions. Realogy objects to this Request to the extent it is duplicative of Request No. 31, and it incorporates herein its response to that Request.

Subject to and without waiving the foregoing general and specific objections, Realogy will produce responsive, non-privileged documents based on agreement between the Parties to the extent that such documents exist and are within its possession, custody, and control, and can be located through a reasonable search.

30. All documents concerning whether brokers and agents are required by you or MLS PIN to ensure that they adhere to multiple listing service rules.

RESPONSE TO REQUEST NO. 30: Realogy objects to Request No. 30 to the extent it seeks “[a]ll documents” no matter how tangential the connection to the claims and/or defenses in this litigation, as overly broad, unduly burdensome, and not proportional to the needs of the case. Realogy also objects to this Request on the grounds that it seeks documents that are not known, are unduly burdensome to locate or obtain, are not kept in the ordinary course of business, would require an unreasonable search, are in the possession of third parties or other Defendants that Realogy does not control within the meaning of the Federal Rules of Civil Procedure, including but not limited to “brokers,” “agents,” and “MLS PIN,” are not proportional to the needs of the case, and/or the burden or expense outweighs the likely benefit. Realogy further objects to this Request on the grounds that it is overly broad, unduly burdensome, and not proportional to the needs of the case to the extent that it seeks information that is unrelated to the Covered Area and/or Pinergy or the claims alleged in Plaintiffs’ Complaint. Realogy further objects to this Request as vague and ambiguous because the terms and phrases “ensure,” “adhere,” and “multiple listing service rules” are undefined and subject to different interpretations. Realogy

also objects to this Request to the extent that it calls for documents subject to the attorney-client privilege, joint defense privilege, work product doctrine, or any other applicable privilege or protection from disclosure. Realogy objects to this Request to the extent it is duplicative of Request No. 19, and it incorporates herein its response to that Request.

Subject to and without waiving the foregoing general and specific objections, Realogy will produce responsive, non-privileged documents based on agreement between the Parties to the extent that such documents exist and are within its possession, custody, and control, and can be located through a reasonable search.

31. All Policies and Procedures Manuals, Guidelines, training materials (for example, Keller Williams University), and similar documents containing discussions on commissions, policies, guidelines, rules and procedures for franchisees, brokers and realtors.

RESPONSE TO REQUEST NO. 31: Realogy objects to Request No. 31 as unduly burdensome to the extent it seeks documents that are not relevant to any Party's claim or defense. Realogy further objects to this Request to the extent it seeks "[a]ll Policies and Procedures Manuals, Guidelines, training materials ... and similar documents" no matter how tangential the connection to the claims and/or defenses in this litigation, as overly broad, unduly burdensome, and not proportional to the needs of the case. Realogy also objects to this Request on the grounds that it seeks documents that are not known, are unduly burdensome to locate or obtain, are not kept in the ordinary course of business, would require an unreasonable search, are in the possession of third parties or other Defendants that Realogy does not control within the meaning of the Federal Rules of Civil Procedure, including but not limited to "Keller Williams," are not proportional to the needs of the case, and/or the burden or expense outweighs the likely benefit. Realogy further objects to this Request on the grounds that it is overly broad, unduly

burdensome, and not proportional to the needs of the case because it seeks information that is unrelated to the Covered Area and/or Pinergy or the claims alleged in Plaintiffs' Complaint. Realogy further objects to this Request as vague and ambiguous because the terms and phrases "Policies and Procedures Manuals, Guidelines, [and] training materials," "Keller Williams University," and "similar documents," are undefined and subject to different interpretations. Realogy objects to this Request as vague and ambiguous because the term "commission" is undefined and does not specify whether it refers to commissions received by agents or brokers or some other commissions. Realogy also objects to this Request on the grounds that it seeks documents that contain confidential, proprietary, and particularly sensitive competitive business information such that any potential relevance is outweighed by the prejudice of disclosing such information, particularly to its direct competitors. Realogy objects to this Request to the extent it is duplicative of Request No. 29, and it incorporates herein its response to that Request.

Subject to and without waiving the foregoing general and specific objections, Realogy will produce responsive, non-privileged documents based on agreement between the Parties following an appropriate meet and confer conference to the extent that such documents exist and are within its possession, custody, and control, and can be located through a reasonable search.

32. All documents relating to the development or use of standardized listing agreements relating to the Buyer-Broker Commission Rule, or to the inclusion of particular provisions in such agreements.

RESPONSE TO REQUEST NO. 32: Realogy objects to Request No. 32 as unduly burdensome and not reasonably particularized to the needs of this case to the extent that it seeks documents that are not relevant to any Party's claim or defense. Realogy further objects to this Request to the extent it seeks "[a]ll documents" no matter how tangential the connection to the

claims and/or defenses in this litigation, as overly broad, unduly burdensome, and not proportional to the needs of the case. Realogy also objects to this Request on the grounds that it seeks documents that are not known, are unduly burdensome to locate or obtain, are not kept in the ordinary course of business, would require an unreasonable search, are in the possession of third parties or other Defendants, are not proportional to the needs of the case, and/or the burden or expense outweighs the likely benefit. Realogy further objects to this Request on the grounds that it is overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks information that is unrelated to the Covered Area and/or Pinergy or the claims alleged in Plaintiffs' Complaint. Realogy further objects to this Request as vague and ambiguous because the terms and phrases "development," and "standardized listing agreements" are undefined and subject to different interpretations. Realogy also objects to this Request to the extent that it calls for documents subject to the attorney-client privilege, joint defense privilege, work product doctrine, or any other applicable privilege or protection from disclosure.

Subject to and without waiving the foregoing general and specific objections, Realogy will produce responsive, non-privileged documents based on agreement between the Parties to the extent that such documents exist and are within its possession, custody, and control, and can be located through a reasonable search.

33. All documents relating to restrictions on the disclosure of multiple listing service data reflecting offered or received broker compensation.

RESPONSE TO REQUEST NO. 33: Realogy objects to Request No. 33 as unduly burdensome and not reasonably particularized to the needs of this case to the extent that it seeks documents that are not relevant to any Party's claim or defense. Realogy further objects to this Request to the extent it seeks "[a]ll documents" no matter how tangential the connection to the

claims and/or defenses in this litigation, as overly broad, unduly burdensome, and not proportional to the needs of the case. Realogy also objects to this Request on the grounds that it seeks documents that are not known, are unduly burdensome to locate or obtain, are not kept in the ordinary course of business, would require an unreasonable search, are in the possession of third parties or other Defendants, including but not limited to “multiple listing service[s],” are not proportional to the needs of the case, and/or the burden or expense outweighs the likely benefit. Realogy further objects to this Request on the grounds that it is overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks information that is unrelated to the Covered Area and/or Pinergy or the claims alleged in Plaintiffs’ Complaint. Realogy further objects to this Request as vague and ambiguous because the terms and phrases “restrictions,” “disclosure,” and “multiple listing service data” are undefined and subject to different interpretations.

Subject to and without waiving the foregoing general and specific objections, Realogy will produce responsive, non-privileged documents based on agreement between the Parties to the extent that such documents exist and are within its possession, custody, and control, and can be located through a reasonable search.

34. All documents that provide interpretations, guidelines or guidance concerning the Buyer-Broker Commission Rule.

RESPONSE TO REQUEST NO. 34: Realogy objects to Request No. 34 to the extent it seeks “[a]ll documents” no matter how tangential the connection to the claims and/or defenses in this litigation, as overly broad, unduly burdensome, and not proportional to the needs of the case. Realogy also objects to this Request on the grounds that it seeks documents that are not known, are unduly burdensome to locate or obtain, are not kept in the ordinary course of business, would

require an unreasonable search, are in the possession of third parties or other Defendants, are not proportional to the needs of the case, and/or the burden or expense outweighs the likely benefit.

Realogy further objects to this Request on the grounds that it is overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks information that is unrelated to the Covered Area and/or Pinergy or the claims alleged in Plaintiffs' Complaint.

Realogy also objects to this Request to the extent that it calls for documents subject to the attorney-client privilege, joint defense privilege, work product doctrine, or any other applicable privilege or protection from disclosure.

Subject to and without waiving the foregoing general and specific objections, Realogy will produce responsive, non-privileged documents based on agreement between the Parties to the extent that such documents exist and are within its possession, custody, and control, and can be located through a reasonable search.

35. All documents relating to any complaints received from any Defendant Affiliate, private individual, or governmental agency regarding the Buyer-Broker Commission Rule or the setting of commissions on residential home sales, and all documents reflecting the handling of and responses to such complaints.

RESPONSE TO REQUEST NO. 35: Realogy objects to Request No. 35 as unduly burdensome and not reasonably particularized to the needs of this case to the extent that it seeks documents that are not relevant to any party's claim or defense. Realogy further objects to this Request to the extent it seeks "[a]ll documents" no matter how tangential the connection to the claims and/or defenses in this litigation, as overly broad, unduly burdensome, and not proportional to the needs of the case. Realogy also objects to this Request on the grounds that it seeks documents that are not known, are unduly burdensome to locate or obtain, are not kept in

the ordinary course of business, would require an unreasonable search, are in the possession of third parties or other Defendants that Realogy does not control within the meaning of the Federal Rules of Civil Procedure, including but not limited to “Defendant Affiliates,” “private individuals” and “government agencies,” are not proportional to the needs of the case, and/or the burden or expense outweighs the likely benefit. Realogy further objects to this Request on the grounds that it is overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks information that is unrelated to the Covered Area and/or Pinergy or the claims alleged in Plaintiffs’ Complaint. Realogy further objects to this Request as vague and ambiguous because the terms and phrases “complaints,” “private individual,” “setting of commissions,” and “reflecting the handling of” are undefined and subject to different interpretations. Realogy also objects to this Request as vague and ambiguous because the term “commission” is undefined and does not specify whether it refers to commissions received by agents or brokers or some other commissions. Realogy further objects to the extent the disclosure of such information would violate Realogy’s confidentiality commitments to third parties. Realogy also objects to this Request to the extent that it calls for documents subject to the attorney-client privilege, joint defense privilege, work product doctrine, or any other applicable privilege or protection from disclosure.

Subject to and without waiving the foregoing general and specific objections, Realogy will produce responsive, non-privileged documents based on agreement between the Parties to the extent that such documents exist and are within its possession, custody, and control, and can be located through a reasonable search.

36. All broker or agent contracts between you and any broker or agent who is involved in any purchase, sale, lease or rental of any real property in the Covered Area.

RESPONSE TO REQUEST NO. 36: Realogy objects to Request No. 36 because it seeks documents that are not relevant to any Party's claim or defense, including but not limited to documents concerning "lease[s]" or "rental[s]." Realogy further objects to this Request to the extent it seeks "[a]ll broker or agent contracts" no matter how tangential the connection to the claims and/or defenses in this litigation, as overly broad, unduly burdensome, and not proportional to the needs of the case. Realogy also objects to this Request on the grounds that it seeks documents that are not known, are unduly burdensome to locate or obtain, are not kept in the ordinary course of business, would require an unreasonable search, are in the possession of third parties or other Defendants that Realogy does not control within the meaning of the Federal Rules of Civil Procedure, including but not limited to "brokers" or "agents," are not proportional to the needs of the case, and/or the burden or expense outweighs the likely benefit. Realogy also objects to this Request on the grounds that it seeks documents that contain confidential, proprietary, and particularly sensitive competitive business information such that any potential relevance is outweighed by the prejudice of disclosing such information, particularly to its direct competitors. Realogy further objects to the extent the disclosure of such information would violate Realogy's confidentiality commitments to third parties. Realogy also objects to this Request to the extent that it calls for documents subject to the attorney-client privilege, joint defense privilege, work product doctrine, or any other applicable privilege or protection from disclosure.

Subject to and without waiving the foregoing general and specific objections, Realogy will produce only responsive, non-privileged form franchise disclosure documents and form independent contractor agreements operative in the Covered Area during the Relevant Period.

37. All form documents describing the services and bundles of services provided by you or any Defendant or Defendant Affiliate in the Covered Area.

RESPONSE TO REQUEST NO. 37: Realogy objects to Request No. 37 because it seeks documents that are not relevant to any Party's claim or defense. Realogy also objects to this Request on the grounds that it seeks documents that are not known, are unduly burdensome to locate or obtain, are not kept in the ordinary course of business, would require an unreasonable search, are in the possession of third parties or other Defendants that Realogy does not control within the meaning of the Federal Rules of Civil Procedure, including but not limited to "any [other] Defendant" and "Defendant Affiliates" are not proportional to the needs of the case, and/or the burden or expense outweighs the likely benefit. Realogy further objects to this Request as vague and ambiguous because the phrases and terms "form documents," "services," and "bundles of services" is undefined and subject to different interpretations.

Subject to and without waiving the foregoing general and specific objections, Realogy states that it will not produce documents in response to this Request.

38. All studies or analyses or other documents concerning commission rates, including mean and median commission rates and the range of commission in the United States, international markets and the Covered Area, and any changes thereto.

RESPONSE TO REQUEST NO. 38: Realogy objects to Request No. 38 as unduly burdensome and not reasonably particularized to the needs of this case to the extent that it seeks documents that are not relevant to any Party's claim or defense. Realogy further objects to this Request to the extent it seeks "[a]ll studies or analysis or other documents" no matter how tangential the connection to the claims and/or defenses in this litigation, as overly broad, unduly burdensome, and not proportional to the needs of the case. Realogy also objects to this Request

on the grounds that it seeks documents that are not known, are unduly burdensome to locate or obtain, are not kept in the ordinary course of business, would require an unreasonable search, are in the possession of third parties or other Defendants, are not proportional to the needs of the case, and/or the burden or expense outweighs the likely benefit. Realogy further objects to this Request on the grounds that it is overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks information that is unrelated to the Covered Area and/or Pinergy or the claims alleged in Plaintiffs' Complaint. Realogy further objects to this Request as vague and ambiguous because the terms "studies," "analyses," and "international markets" are undefined and subject to different interpretations. Realogy also objects to this Request as vague and ambiguous because the term "commission" is undefined and does not specify whether it refers to commissions received by agents or brokers or some other commissions. Realogy objects to this Request to the extent it is duplicative of Request Nos. 24, 25, 26 and 39, and it incorporates herein its responses to those Requests.

Subject to and without waiving the foregoing general and specific objections, Realogy will produce responsive, non-privileged documents based on agreement between the Parties to the extent that such documents exist and are within its possession, custody, and control, and can be located through a reasonable search.

39. All studies or analyses concerning the actual or potential financial impact on you or your Defendant Affiliates of discounted commissions offered by discount brokers.

RESPONSE TO REQUEST NO. 39: Realogy objects to Request No. 39 as unduly burdensome and not reasonably particularized to the needs of this case to the extent it seeks documents that are not relevant to any Party's claim or defense. Realogy further objects to this Request to the extent it seeks "[a]ll studies or analyses" no matter how tangential the connection

to the claims and/or defenses in this litigation, as overly broad, unduly burdensome, and not proportional to the needs of the case. Realogy also objects to this Request on the grounds that it seeks documents that are not known, are unduly burdensome to locate or obtain, are not kept in the ordinary course of business, would require an unreasonable search, are in the possession of third parties or other Defendants that Realogy does not control within the meaning of the Federal Rules of Civil Procedure, including but not limited to “Defendant Affiliates,” are not proportional to the needs of the case, and/or the burden or expense outweighs the likely benefit. Realogy further objects to this Request on the grounds that it is overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks information that is unrelated to the Covered Area and/or Pinergy or the claims alleged in Plaintiffs’ Complaint. Realogy further objects to this Request as vague and ambiguous because the terms and phrases “studies,” “analyses,” “financial impact,” “discounted commissions,” and “discount brokers” are undefined and subject to different interpretations. Realogy also objects to this Request as vague and ambiguous because the term “commission” is undefined and does not specify whether it refers to commissions received by agents or brokers or some other commissions. Realogy also objects to this Request on the grounds that it seeks documents that contain confidential, proprietary, and particularly sensitive competitive business information such that any potential relevance is outweighed by the prejudice of disclosing such information, particularly to its direct competitors. Realogy objects to this Request to the extent it is duplicative of Request Nos. 24, 25, 26 and 38, and it incorporates herein its responses to those Requests.

Subject to and without waiving the foregoing general and specific objections, Realogy will produce responsive, non-privileged documents based on agreement between the Parties to

the extent that such documents exist and are within its possession, custody, and control, and can be located through a reasonable search.

40. Documents sufficient to show the types and format of data you retain concerning commissions relating to listings and sales of residential properties listed on Pinery.

RESPONSE TO REQUEST NO. 40: Realogy objects to Request No. 40 as unduly burdensome and not reasonably particularized to the needs of this case to the extent it seeks documents that are not relevant to any Party's claim or defense. Realogy also objects to this Request on the grounds that it seeks documents that are not known, are unduly burdensome to locate or obtain, are not kept in the ordinary course of business, would require an unreasonable search, are in the possession of third parties or other Defendants, are not proportional to the needs of the case, and/or the burden or expense outweighs the likely benefit. Realogy also objects to this Request as vague and ambiguous because the term "commission" is undefined and does not specify whether it refers to commissions received by agents or brokers or some other commissions. Realogy also objects to this Request on the grounds that it seeks documents that contain confidential, proprietary, and particularly sensitive competitive business information such that any potential relevance is outweighed by the prejudice of disclosing such information, particularly to its direct competitors.

Subject to and without waiving the foregoing general and specific objections, Realogy will produce responsive, non-privileged documents based on agreement between the Parties to the extent that such documents exist and are within its possession, custody, and control, and can be located through a reasonable search.

41. Data sufficient to show, for each transaction or potential transaction of residential real estate for which you or one of your Defendants Affiliates has custody or control of the information, the information listed below at the most disaggregated level available:

- (a) All terms of each transaction;**
- (b) The location of the property associated with each transaction;**
- (c) The identity of the brokers and agents involved in the transaction, whether they are a Defendant Affiliate, and their phone number(s), address(es), and email address(es);**
- (d) The customer and counter-party's name, phone number(s), address(es), and email address(es);**
- (e) The date the broker or agent was retained, the closing date, and the date the broker compensation was paid;**
- (f) For all offers (regardless of whether they were accepted), the amount of the offer, the identity of each offeror and offeror broker or agent, the date of the offer, and the offer pricing and other terms;**
- (g) all pricing information concerning the property purchase or sale, including sale price, rebates, closing costs, fees, taxes, and financing type and terms;**
- (h) the length of time that the property was on the market;**
- (i) the length of time between when a broker or agent was retained and the sale or purchase of a property;**
- (j) all information concerning Broker and/or agent compensation type,**

terms, source, and amount, including the amount offered in any listing and the amount actually paid, as well as any rebates, discounts, or incentives;

- (k) whether the seller, buyer, and any other offerors was self-represented;**
- (l) the manner in which a Broker or agent was retained (*e.g.*, referral, internet search, or sales lead source);**
- (m) the type and amount of any expenses or costs associated with the transaction (whether fixed or variable), and who paid those expenses, regardless of whether they were paid by a Broker, agent, or the buyer or seller;**
- (n) for all transactions, the contents of any fields in which a user can freely enter text, such as “comments” or similar fields; and**
- (o) any other data available concerning the purchase or sale of residential property.**

RESPONSE TO REQUEST NO. 41: Realogy objects to Request No. 41 as unduly burdensome and not reasonably particularized to the needs of this case to the extent it seeks data this is not relevant to any Party’s claim or defense. Realogy also objects to this Request on the grounds that it seeks documents or data that are not known, are unduly burdensome to locate or obtain, are not kept in the ordinary course of business, would require an unreasonable search, are in the possession of third parties or other Defendants that Realogy does not control within the meaning of the Federal Rules of Civil Procedure, including but not limited to “Defendant Affiliates,” “brokers,” “agents,” “customers,” “counter-parties,” “buyers” or “sellers,” are not proportional to the needs of the case, and/or the burden or expense outweighs the likely benefit.

Realogy further objects to this Request on the grounds that it is overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks information that is unrelated to the Covered Area and/or Pinergy or the claims alleged in Plaintiffs' Complaint. Realogy further objects to this Request as vague and ambiguous because the terms and phrases "potential transaction," "financing type," "compensation type," and "incentives" are undefined and subject to different interpretations. Realogy also objects to this Request on the grounds that it seeks documents that contain confidential, proprietary, and particularly sensitive competitive business information such that any potential relevance is outweighed by the prejudice of disclosing such information, particularly to its direct competitors. Realogy further objects to the extent the disclosure of such information would violate Realogy's confidentiality commitments to third parties.

Subject to and without waiving the foregoing general and specific objections, Realogy will produce responsive, non-privileged data based on agreement between the Parties following an appropriate meet and confer conference to the extent that such data exists and is within its possession, custody, and control, and can be located through a reasonable search.

Dated: May 4, 2022

/s/ Samuel R. Rowley

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CERTIFICATE OF SERVICE

I, Kenneth M. Kliebard, an attorney, hereby certify that on May 4, 2022, I caused a true and correct copy of the foregoing document to be served via email on the following counsel of record:

Counsel for Plaintiffs

Douglas P. Needham	dneedham@ikrlaw.com
Robert A. Izard	rizard@ikrlaw.com
Craig A. Raabe	craabe@ikrlaw.com
Seth R. Klein	sklein@ikrlaw.com
Christopher M. Barrett	cbarrett@ikrlaw.com

Counsel for MLS PIN

Jon M. Anderson	janderson@brscsm.com
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Counsel for HomeServices of America, Inc., BHH Affiliates, LLC, and HSF Affiliates, LLC

Robert D. MacGill	robert.macgill@macgilllaw.com
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/s/ Kenneth M. Kliebard
Kenneth M. Kliebard

Exhibit C

Chrestionson, Jason L.

From: Seth Klein <sklein@ikrlaw.com>
Sent: Saturday, July 9, 2022 7:27 AM
To: Chrestionson, Jason L.
Cc: Mahoney, Stacey Anne; Kliebard, Kenneth M.; McEnroe, William T.; Jon M. Anderson; Robert Izard; Craig Raabe; Christopher Barrett; clebsock@hausfeld.com; Halli Spraggins
Subject: Re: Nosalek v. MLS PIN - Scope of Definition of Buyer Broker Rule

[EXTERNAL EMAIL]

Jason,

Tuesday at 9:30 am or Wednesday at 11:00 am Eastern work for me.

Thanks,

SRK

On Jul 9, 2022, at 7:28 AM, Chrestionson, Jason L. <jason.chrestionson@morganlewis.com> wrote:

CAUTION: External email

Hi Seth:

Realogy would like to schedule a call Tuesday or Wednesday to discuss this issue with you.

We are available during the below slots. Could you please let us know what works for you, and I can pass along an invite? Thanks.

(All Eastern Time)

Tues – July 12:

- Before 10:00 am
- Between 1:30 pm – 3:00 pm
- After 5:00 pm

Wed - July 13:

- Before 9:30 am
- Between 11:00 am – 1:00 pm
- Between 5:00 pm – 6:00 pm
- After 8:00 pm

Jason

Jason L. Chrestionson

Morgan, Lewis & Bockius LLP

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From: Seth Klein <sklein@ikrlaw.com>
Sent: Wednesday, July 6, 2022 9:45 AM
To: Chrestionson, Jason L. <jason.chrestionson@morganlewis.com>; Mahoney, Stacey Anne <stacey.mahoney@morganlewis.com>; Kliebard, Kenneth M. <kenneth.kliebard@morganlewis.com>; McEnroe, William T. <william.mcenroe@morganlewis.com>; Jon M. Anderson <janderson@bricsm.com>
Cc: Robert Izard <rizard@ikrlaw.com>; Craig Raabe <craabe@ikrlaw.com>; Christopher Barrett <cbarrett@ikrlaw.com>; clebsock@hausfeld.com; Halli Spraggins <hspraggins@hausfeld.com>
Subject: RE: Nosalek v. MLS PIN - Scope of Definition of Buyer Broker Rule

[EXTERNAL EMAIL]
Jason,

I write to follow up on the below. Plaintiffs believe we have satisfied the Court's meet and confer requirement by our conference last week and our surrounding correspondence. That being said, and in the hope that a compromise can be reached, please let me know if Realogy would like to schedule another call for the near future, or if Realogy's position remains the same as after our last conference and previous correspondence, in which case Plaintiffs will file a motion on this issue.

Best,

SRK

From: Seth Klein
Sent: Thursday, June 30, 2022 1:00 PM
To: Chrestionson, Jason L. <jason.chrestionson@morganlewis.com>; Mahoney, Stacey Anne <stacey.mahoney@morganlewis.com>; Kliebard, Kenneth M. <kenneth.kliebard@morganlewis.com>; McEnroe, William T. <william.mcenroe@morganlewis.com>; Jon M. Anderson <janderson@bricsm.com>
Cc: Robert Izard <rizard@ikrlaw.com>; Craig Raabe <craabe@ikrlaw.com>; Christopher Barrett <cbarrett@ikrlaw.com>; Christopher L. Lebsack <clebsock@hausfeld.com>; Halli Spraggins <hspraggins@hausfeld.com>
Subject: Nosalek v. MLS PIN - Scope of Definition of Buyer Broker Rule

Counsel,

I write to follow-up on Realogy's position concerning the scope of the definition of the "Buyer Broker Rule" for purposes of document production. Please note that in addition to Realogy and Plaintiff counsel, Jon Anderson on behalf of MLS PIN is copied on this email at his request.

Plaintiffs and Keller Williams, HomeServices and Re/Max have now all agreed to the compromise proposed by those Defendants (set forth in my email of June 18, below), with the following additional understandings:

- 1) Plaintiffs expressly reserve the right to seek discovery concerning the Northwest MLS in future document requests permitted under the scheduling order. Defendants maintain all rights to oppose any such discovery requests.
- 2) Should Defendants intend to raise arguments concerning any other regions (beyond MLS PIN and Northwest), the parties will engage in good faith discussions concerning the discovery to be conducted concerning such region(s), and Plaintiffs are not waiving any right to seek permission from the Court to conduct such discovery should the parties be unable to reach agreement. The parties will discuss in good faith the timing for Defendants to alert Plaintiff as to any additional regions concerning which they intend to raise arguments. (As I expect to raise with the broader group shortly, I believe we may need to modify the current schedule given the current state of discovery and the time it is taking to finalize discussions and begin production. Accordingly, the timing of any such disclosure by Defendants can be part of that discussion.)
- 3) Plaintiffs are not waiving any rights to seek specified documents concerning other regions in future document requests where Plaintiffs have a good faith basis for doing so based upon discovery and documents not presently in Plaintiffs' possession. Defendants, again, maintain all rights to oppose any such discovery.

I understood from the all-party meet and confer last week that Realogy was rejecting this approach (which at the time was still under discussion) and intended to maintain the position set forth in point 2 of Jason's 6/18 email below. As I noted during that meet and confer, Plaintiffs intend to file a motion with the Court on this issue if we are unable to reach agreement.

Please let me know if Realogy is willing to accept the above compromise as now adopted by several of your co-Defendants. If you believe further discussion beyond last week's meet and confer and our prior correspondence could be productive, I am generally available next Wednesday and Thursday and am happy to set up a call. Otherwise, Plaintiffs will proceed accordingly. Please let me know your thoughts.

Best,

SRK

From: Seth Klein <sklein@ikrlaw.com>
Sent: Saturday, June 18, 2022 2:58 PM
To: Chrestionson, Jason L. <jason.chrestionson@morganlewis.com>
Cc: Mahoney, Stacey Anne <stacey.mahoney@morganlewis.com>; Kliebard, Kenneth M. <kenneth.kliebard@morganlewis.com>; McEnroe, William T. <william.mcenroe@morganlewis.com>; Robert Izard <rizard@ikrlaw.com>; Craig Raabe <craabe@ikrlaw.com>; Christopher Barrett <cbarrett@ikrlaw.com>
Subject: Re: Nosalek v. MLS PIN - Meet & Confer

Jason,

Thank you for your email. Please note that the meet & confer for Monday is scheduled for 3:00 (not 4:00) Eastern.

Also, as you may be aware, Keller Williams, RE/MAX and HomeServices have made the following proposal (in an email dated June 14) on the "Buyer Broker Commission Rule" definition issue:

We would propose to interpret requests for information concerning the “Buyer Broker Commission Rule” to reach documents concerning (i) the specific MLS PIN Rule on offers of compensation, and (ii) any discussion as a general matter of rules requiring listing agents to offer cooperative compensation to buyer agents (a) in MLS PIN’s service area; (b) nationally; or (c) in unspecified geographies (and thus generally applicable). By way of illustration, under our proposal, a communication from one of the corporate defendants to a franchisee in Nevada involving a cooperative compensation rule adopted by the Nevada MLS and/or how a franchisee was interpreting it, conducting business with respect to it, or answering inquires about it, would not be responsive to requests for communications about the “Buyer Broker Commission Rule.” By contrast, if a communication were sent to a franchisee in the MLS PIN service area asking what type of offers it makes or receives, that communication would be captured in the definition of “Buyer Broker Commission Rule” regardless of whether it identified the MLS PIN Rule specifically

On Wednesday, June 15, I sent an email to Kenneth and Stacey (who you copied on this email), as well to Samuel Rowley (not on this email), asking for Realogy's position with regard to this specific proposal. I apologize for not including you on my June 15 email. However, I would appreciate if you could let me know Realogy's position with regard to this proposal from your co-defendants.

I am happy to discuss this Monday at 3 during the general meet and confer, or we can have a separate break-out call solely on this issue earlier in the day if you would like.

Best regards,

SRK

From: Chrestionson, Jason L. <jason.chrestionson@morganlewis.com>
Sent: Saturday, June 18, 2022 11:46 AM
To: Seth Klein <sklein@ikrlaw.com>
Cc: Mahoney, Stacey Anne <stacey.mahoney@morganlewis.com>; Kliebard, Kenneth M. <kenneth.kliebard@morganlewis.com>; McEnroe, William T. <william.mcenroe@morganlewis.com>
Subject: RE: Nosalek v. MLS PIN - Meet & Confer

CAUTION: External email

Seth:

On behalf of Realogy, we are available for the proposed meet and confer Monday, 6/20 at 4:00 ET. We'll note that is Juneteenth, but we can make ourselves available in order to keep discussions moving. Below, please find responses to certain of your other questions.

1. Realogy will not agree to provide the RFPs issued in *Sitzer* and *Moehrl*. As we have discussed, our view is that discovery requests issued by plaintiffs in another case are irrelevant.
2. With respect to the definition of the “Buyer-Broker Commission Rule” as used in Plaintiffs’ First Set of RFPs, it remains Realogy’s position that definition should be consistent with the one

defined in Plaintiffs' Complaint, namely "[t]he rules described in Section 5 of the MLS PIN Rules." ¶ 47.

- To be clear, Realogy is not proposing that it will only produce documents that specifically identify or reference Section 5 of the MLS PIN Rules in the document. Rather, if it is clear from the context of the document that those Rules are the ones being discussed, Realogy would produce that document (presuming the document is otherwise relevant and responsive to an RFP Realogy has agreed to respond to).

Best,
Jason

Jason L. Chrestionson

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Assistant: Holly Bachara | +1.312.324.1782 | holly.bachara@morganlewis.com



From: Seth Klein <sklein@ikrlaw.com>

Sent: Thursday, June 9, 2022 8:52 AM

To: janderson@brscsm.com; Keas, Jennifer M. <JKeas@foley.com>; Varon, Jay N. <JVaron@foley.com>; Anna.Hayes@hklaw.com; Nelson, Heather J. <heather.nelson@morganlewis.com>; Kully, David (WAS - X75415) <David.Kully@hklaw.com>; Hasdoo, Eddie <Ehasdoo@jonesday.com>; LeVee, Jeffrey A. <Jlevee@jonesday.com>; Robert.Shaw@hklaw.com; Ray, Timothy (CHI - X66042) <Timothy.Ray@hklaw.com>; robert.macgill <robert.macgill@macgilllaw.com>; scott.murray <scott.murray@macgilllaw.com>; matthew.ciulla <matthew.ciulla@macgilllaw.com>; Mahoney, Stacey Anne <stacey.mahoney@morganlewis.com>; Kliebard, Kenneth M. <kenneth.kliebard@morganlewis.com>; McEnroe, William T. <william.mcenroe@morganlewis.com>; Rowley, Samuel R. <samuel.rowley@morganlewis.com>; Kroneman, Irma <ikroneman@jonesday.com>; Raux, Geoffrey <GRaux@foley.com>; jennifer.lada@hklaw.com; Enson, Eric P. <epenson@jonesday.com>; Patrick Sanders <patrick.sanders@macgilllaw.com>; Chrestionson, Jason L. <jason.chrestionson@morganlewis.com>; David J. Sandefer <dsandefer@jonesday.com>
Cc: Craig Raabe <craabe@ikrlaw.com>; Robert Izard <rizard@ikrlaw.com>; Doug Needham <dneedham@ikrlaw.com>; Christopher Barrett <cbarrett@ikrlaw.com>
Subject: Nosalek v. MLS PIN - Meet & Confer

[EXTERNAL EMAIL]
Counsel,

As you may recall, I indicated during our meet and confer last Friday that I hoped to send various proposals (including more definite time periods for each RFP and a list of RFPs to prioritize) this week, in anticipation of a follow-up meet and confer next Monday. We are striving to be as specific and precise as possible, taking into account Defendants' objections to date. As a result, assembling those materials has taken longer than anticipated. Accordingly, I propose postponing our next meet and confer by a week, which will give Plaintiffs an opportunity to send you the relevant proposals with enough time for you to review before meeting.

Notwithstanding this proposed postponement, we request that Defendants let us know by this coming Monday, 6/13, whether you will agree to provide the RFPs in *Moehrl* and *Sitzer* as discussed last week so that the parties can make further progress on trying to formulate a definition and production of Buyer Broker Rule documents that is acceptable to everyone. If we cannot make progress on this foundational issue, we will likely have to go to the Court for resolution at this point.

In addition, we understand from our call last week that the broker Defendants are all at varying stages of gathering and production of the organizational / franchise materials that Defendants have agreed to provide. Now that nearly another week has passed, we would appreciate an update on the status of these efforts, especially from any broker that does not expect to make (or, in the case of the Homeservices Defendants, to complete) its production in the next few days.

Thanks, and let me know if 6/20 at 3:00 would work for a rescheduled call. If Defendants would prefer to proceed on the other issues this coming Monday (6/13) even without the proposals from Plaintiffs discussed above, we are happy to do that too.

Best,

SRK

Seth R. Klein
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