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**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

SARAH BUMPUS, MICHELINE PEKER,
and CHERYL ROWAN, individually, and on
behalf of a class of similarly situated persons,

Plaintiffs,

v.

REALOGY HOLDINGS CORP.,
REALOGY INTERMEDIATE HOLDINGS
LLC, REALOGY SERVICES GROUP LLC,
REALOGY GROUP LLC, *and* REALOGY
BROKERAGE GROUP LLC (f/k/a NRT
LLC),

Defendants.

Case No. 3:19-cv-03309-JD

**ORDER RE PRELIMINARY
APPROVAL**

1 The Court granted preliminary approval at a hearing to a proposed class action settlement
2 between plaintiffs Sarah Bumpus, Micheline Peker, and Cheryl Rowan and defendants Realogy
3 Holdings Corp., Realogy Intermediate Holdings LLC, Realogy Services Group LLC, Realogy
4 Group LLC, and Realogy Brokerage Group LLC (collectively, Realogy). This order states the
5 terms and conditions of approval. It is based on a draft lodged by the parties and modified by the
6 Court's conclusions and practices. The parties are advised to read the order carefully for changes.
7 Unless otherwise indicated, capitalized terms have the same meanings as stated in the Settlement
8 Agreement. Dkt. No. 395-2.

9 1. The Court has jurisdiction over the subject matter of this Action and over all Parties
10 to the Action.

11 2. Subject to the Final Approval Hearing, the Settlement Agreement is fair,
12 reasonable, and adequate and in the best interests of the Settlement Classes. Plaintiffs and
13 Plaintiffs' Counsel have adequately represented the classes and that the Settlement Agreement:
14 (a) is the result of arm's-length negotiations between experienced class action attorneys; (b)
15 provides adequate relief for Settlement Class Members, taking into account the costs, risks, and
16 delay of trial and appeal; (c) proposes reasonable forms of notice; (d) satisfies Federal Rule of
17 Civil Procedure 23 and the Class Action Fairness Act, 28 U.S.C. § 1715, the United States
18 Constitution, and the United States District Court for the Northern District of California's
19 Procedural Guidance for Class Action Settlements; and (e) is not a finding or admission of liability
20 by Realogy or any other person, nor a finding of the validity of any claims asserted in the Action
21 or of any wrongdoing or any violation of law.

22 3. For purposes of settlement only: Reese LLP is appointed as counsel for the
23 Settlement Classes; and (b) Plaintiffs Sarah Bumpus, Micheline Peker, and Cheryl Rowan are
24 appointed as representatives for the Settlement Classes. The appointed attorneys are competent
25 and capable of exercising the responsibilities of class counsel for the Settlement Classes and that
26 Plaintiffs will adequately protect the interests of the Settlement Classes defined below.

27 4. For purposes of settlement only, the Court conditionally certifies the following
28 Settlement Classes as defined in the Settlement Agreement:

- 1 a. “NDNC Class” means all persons in the United States who received two or
2 more calls, as indicated by non-zero call durations and/or disposition codes
3 other than “No Answer,” “NO_ANSWER,” or “NOANSWER,” made by a
4 Coldwell Banker-affiliated real estate agent using a Mojo, PhoneBurner, and/or
5 Storm dialer in any 12-month period on a residential landline or cell phone
6 number that appeared on the National Do Not Call Registry for at least 31 days
7 for the time period beginning June 11, 2015 and ending December 3, 2020 (all
8 phone numbers within the NDNC Class are listed in Exhibit A to the Settlement
9 Agreement);
- 10 b. “Prerecorded Message Class” means all persons in the United States who
11 received a call on their residential telephone line or cell phone number with an
12 artificial or prerecorded message, as indicated by the following call disposition
13 codes: (i) ‘Drop Message’ (if using the Mojo dialer), (ii)
14 ‘ATTENDED_TRANSFER’ (if using the Storm dialer), and (iii)
15 ‘VOICEMAIL’ (if using a PhoneBurner dialer) and made by a Coldwell
16 Banker-affiliated real estate agent for the time period beginning June 11, 2015
17 and ending December 3, 2020 (all phone numbers within the Prerecorded
18 Message Class are listed in Exhibit B to the Settlement Agreement).

19 Excluded from both Settlement Classes are: (a) current or former officers and directors of Realogy,
20 (b) Realogy’s employees, agents, and counsel and its counsel’s employees, (c) independent
21 contractor real estate agents affiliated with a Realogy brand, (d) Plaintiffs’ Counsel and their
22 employees, (e) any judge, magistrate, mediator, arbitrator, and/or court personnel that was
23 involved in presiding over or rendering a decision in this case, and their immediate family
24 members, and (f) any valid Opt-Out Members.

25 5. Subject to the Final Approval Hearing, the Settlement Classes satisfy the
26 requirements of Rule 23 of the Federal Rules of Civil Procedure, specifically, that: (a) the
27 Settlement Classes are so numerous that joinder of all members is impracticable; (b) there are
28 questions of fact and law common to the Settlement Classes; (c) the claims of the class

1 representatives are typical of the claims of the members of the Settlement Classes; (d) the class
2 representatives and class counsel will fairly and adequately protect the interests of the members of
3 the Settlement Classes; (e) common questions of law or fact predominate over questions affecting
4 individual members; and (f) a class action is a superior method for fairly and efficiently
5 adjudicating the Action.

6 6. If the Settlement Agreement does not receive final approval, if final approval is
7 reversed on appeal, or if the Settlement Agreement is terminated or otherwise fails to become
8 effective, the Court's grant of conditional class certification of the Settlement Classes shall be
9 vacated, the Parties shall revert to their positions in the Action as they existed before entry of this
10 Order, and Plaintiffs and the Settlement Class Members will once again bear the burden to prove
11 their claims at trial.

12 7. The proposed form, content, and distribution of the class Notice Plan in the
13 Settlement Agreement is approved, including the Claim Form attached to the Settlement
14 Agreement as Exhibit E, all forms of Notice to the Settlement Classes as set forth in the Settlement
15 Agreement and Exhibits F, G, and H thereto, and Exhibit I, Notice to those persons with telephone
16 numbers which were part of the Certified Classes but not part of the Settlement Classes. *See* Dkt.
17 No. 395-2. Such Notice is the best notice practicable under the circumstances, and that the Notice
18 complies with the requirements of the Federal Rules of Civil Procedure. The Notice is reasonably
19 calculated to apprise members of the Settlement Classes of the pendency of this Action, the terms
20 of the Settlement Agreement, and the right to object to the Settlement and to exclude themselves
21 from the Settlement Classes. The Notice constitutes sufficient notice to all persons entitled thereto
22 and meets the requirements of Due Process. The Parties may revise the Claim Form, forms of
23 Notice to the Settlement Classes, and Notice to those persons with telephone numbers which were
24 part of the Certified Classes but not part of the Settlement Classes to update those documents for
25 purposes of accuracy or formatting, so long as they are consistent in all material respects with the
26 Settlement Agreement and this Order. Any material changes in content or format must be
27 approved in advance by the Court.

28 8. Epiq Class Action & Claims Solutions, Inc. ("Epiq"), is appointed as the Settlement

1 Administrator. Epiq has estimated that Settlement Administration Expenses will be \$422,692. The
2 Court may not approve this amount of Settlement Administration Expenses and may approve a
3 lower amount. Epiq is directed to comply with the notice provisions of the Class Action Fairness
4 Act of 2005, 28 U.S.C. § 1715, as described in the Settlement Agreement and the Declaration of
5 Cameron R. Azari, Esq. Re Notice Plan, Dkt. No. 395-7.

6 9. Epiq will send the postcard Notice and the email Notice to potential Settlement
7 Class Members by the Notice Date, which is April 4, 2025.

8 10. The Court approves the establishment of the Escrow Account under the Settlement
9 Agreement as a qualified settlement fund as defined in Section 1.468B-1(a) of the U.S. Treasury
10 Regulations (the “Escrow Account”) and retains continuing jurisdiction as to any issue that may
11 arise in connection with the formation or administration of the Escrow Account. Plaintiffs’
12 Counsel are authorized to withdraw amounts from the Escrow Account to pay for the authorized
13 Notice Plan.

14 11. Settlement Class Members who wish to receive benefits under the Settlement must
15 complete and submit a timely and valid Claim Form in accordance with the instructions contained
16 therein. All Claim Forms must be postmarked or electronically submitted by the Claim Deadline,
17 which is July 3, 2025.

18 12. Any person falling within the definition of the Settlement Classes may, upon valid
19 and timely request, exclude him or herself or “opt out” from the Settlement Classes. Any such
20 person may do so if they comply with the exclusion procedures set forth in the Settlement
21 Agreement on or before the Opt-Out Deadline, which is July 3, 2025. Any members of the
22 Settlement Classes so excluded shall neither be bound by the terms of the Settlement Agreement
23 nor entitled to any of its benefits.

24 13. Settlement Class Members who fail to submit a valid and timely Request for
25 Exclusion shall be bound by all terms of the Settlement Agreement and the Final Approval Order
26 (if issued), regardless of whether they have requested exclusion from the Settlement Agreement,
27 regardless of whether they have submitted a Claim Form, and regardless of whether that Claim
28 Form has been deemed valid.

1 14. Any Settlement Class Member who has not timely filed a Request for Exclusion
2 may object to the fairness, reasonableness, or adequacy of the Settlement Agreement, to the Final
3 Approval Order being entered dismissing the Action with prejudice, to the Fee Award sought by
4 Plaintiffs' Counsel, or to the Service Awards sought for the class representatives as set forth in the
5 class Notice and the Settlement Agreement.

6 15. Any Settlement Class Member who wishes to object must do so on or before July
7 3, 2025. Settlement Class Members shall submit written objections to the Court, either by filing
8 them with or mailing them to the Clerk of the Court, United States District Court for the Northern
9 District of California, 450 Golden Gate Avenue, San Francisco, California 94102. Settlement Class
10 Members who do not submit a timely Request for Exclusion shall be bound by all determinations
11 and judgments in the Action concerning the Action and Settlement Agreement, whether favorable
12 or unfavorable.

13 16. Any Settlement Class Member who does not submit a timely and valid Claim Form:
14 (a) shall be forever barred from receiving any monetary payment under the Settlement; (b) shall
15 be bound by the provisions of the Settlement Agreement and all proceedings, determinations,
16 orders, and judgments in the Action relating thereto, including, without limitation, the Final
17 Approval Order, if applicable, and the Releases provided for therein, whether favorable or
18 unfavorable to the Settlement Class Member.

19 17. To be valid, an objection must comply with the objection procedures set forth in
20 the Settlement Agreement, must be in writing, must include a caption or title that identifies it as
21 an objection related to *Bumpus v. Realogy Holdings Corp.*, No. 3:19-cv-03309-JD, and must
22 include the following: (i) the objector's name, address, and telephone number; (ii) the name,
23 address, and telephone number of any attorney for the objector with respect to the objection; and
24 (iii) the factual basis and legal grounds for the objection, including any documents sufficient to
25 establish the basis for his or her standing as a Settlement Class Member, including the phone
26 number(s) at which he or she received communications covered by this Settlement; and (iv)
27 identification of the case name, case number, and court for any prior class action lawsuit in which
28 the objector and the objector's attorney (if applicable) has objected to a proposed class action

1 settlement.

2 18. Settlement Class Members who fail to file and serve timely written objections in
3 compliance with the requirements of the foregoing paragraph and the Settlement Agreement shall
4 be deemed to have waived any such objection, shall not be permitted to object to any terms or
5 approval of the Settlement at the Final Approval Hearing, shall be foreclosed from seeking any
6 review of the Settlement or the terms of the Settlement Agreement by appeal or other means, and
7 shall be foreclosed from objecting to any of the following: (a) whether the proposed settlement of
8 the Action on the terms and conditions provided for in the Settlement Agreement is fair,
9 reasonable, and adequate and should be given final approval by the Court; (b) whether the Final
10 Approval Order dismissing the Action with prejudice should be entered; (c) whether to approve
11 payment of the Fee Award requested by Plaintiffs' Counsel; and (d) whether to approve payment
12 of Service Awards to Plaintiffs as requested by Plaintiffs' Counsel.

13 19. A Final Approval Hearing is set for August 28, 2025, at 10:00 a.m. in Courtroom
14 11 on the 19th Floor of the Phillip Burton Federal Building, located at 450 Golden Gate Avenue,
15 San Francisco, California 94102, to determine: (a) whether the proposed Settlement Agreement is
16 fair, reasonable, and adequate and should be given final approval by the Court; (b) whether the
17 Final Approval Order dismissing the Action with prejudice should be entered; (c) whether to
18 approve payment of the Fee Award requested by Plaintiffs' Counsel; and (d) whether to approve
19 payment of the Service Awards to Plaintiffs as requested by Plaintiffs' Counsel.

20 20. Plaintiffs and Plaintiffs' Counsel may file a motion seeking final approval of the
21 Settlement by no later than July 24, 2025.

22 21. Plaintiffs and Plaintiffs' Counsel may file a motion for a Fee Award and for Service
23 Awards for Plaintiffs by no later than May 2, 2025.

24 22. The Court retains jurisdiction to consider all further applications arising out of or
25 connected with the proposed Settlement Agreement. The Court may approve the Settlement, with
26 such modifications as may be agreed to by the Parties, if appropriate, without further notice to the
27 Settlement Classes.

28 23. If the Settlement receives Final Approval, all Releasing Parties shall be deemed to

1 have irrevocably waived, and fully, finally, and forever settled, discharged, and released the
2 Released Parties from, any and all manner of claims, demands, actions, suits, and causes of action,
3 whether individual, class, representative, or otherwise in nature, for damages, restitution,
4 disgorgement, interest, costs, expenses, attorneys' fees, fines, civil or other penalties, or other
5 payment of money, or for injunctive, declaratory, or other equitable relief, whenever incurred,
6 whether directly, indirectly, derivatively, or otherwise, whether known or unknown, suspected or
7 unsuspected, in law or in equity, that any Releasing Party ever had, now has, or hereafter can,
8 shall, or may have and that have accrued as of the date of this order from or related to the Released
9 Claims. "Released Claims" means any and all claims, liabilities, demands, causes of action, or
10 lawsuits of the Settlement Class Members, whether known or unknown, whether legal, statutory,
11 equitable, or of any other type or form, whether under federal, state, or local law (such as any
12 violations of the Telephone Consumer Protection Act, the FCC's related regulations, or an unfair
13 or deceptive practices act), and whether brought in an individual, representative, or any other
14 capacity, that were brought in the Action or could have been brought in the Action or that arise
15 from telephone communications made or attempted by any Coldwell Banker affiliated real estate
16 agent from June 11, 2015 to December 3, 2020 to Settlement Class Members or telephone numbers
17 assigned to Settlement Class Members.

18 24. If the Settlement Agreement is terminated pursuant to the provisions of the
19 Settlement Agreement or for any reason whatsoever the approval of it does not become Final, then
20 the Settlement shall be null and void from its inception, and the Parties will be restored to their
21 respective positions in the Litigation as of the day prior to the date of the Preliminary Approval
22 Order. In such event, the Parties shall move the Court to vacate, and the Court will vacate, any and
23 all orders entered by the Court pursuant to the provisions of the Settlement Agreement, including
24 any order certifying the Settlement Classes for settlement purposes. Further, in such event, the
25 terms and provisions of the Settlement Agreement will have no further force and effect with respect
26 to the Settling Parties and will not be used in the Action, or in any other proceeding for any purpose,
27 shall not be deemed or construed to be an admission or confession by the Parties of any fact, matter,
28 or proposition of law, and any judgment or order entered by the Court in accordance with the terms

1 of the Settlement Agreement will be treated as vacated, *nunc pro tunc*.

2 25. The Court enters the following deadlines for the remainder of the proceedings in
3 this Action:

Event	Deadline
Notice Date	April 4, 2025
Deadline for Plaintiffs' Counsel's application for a Fee Award and Service Awards	May 2, 2025
Opt-Out Deadline	July 3, 2025
Deadline for objections	July 3, 2025
Claim Deadline	July 3, 2025
Time to file final approval motion	July 24, 2025
Final Approval Hearing	August 28, 2025, at 10:00 a.m.

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12 **IT IS SO ORDERED.**

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15 Date: March 10, 2025



16 Honorable James Donato
17 United States District Judge
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