

The Honorable James L. Robart

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UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

NATIONAL FAIR HOUSING ALLIANCE;  
FAIR HOUSING CENTER OF  
METROPOLITAN DETROIT; FAIR  
HOUSING JUSTICE CENTER; FAIR  
HOUSING RIGHTS CENTER IN  
SOUTHEASTERN PENNSYLVANIA; HOPE  
FAIR HOUSING CENTER; LEXINGTON  
FAIR HOUSING COUNCIL; LONG ISLAND  
HOUSING SERVICES; METROPOLITAN  
MILWAUKEE FAIR HOUSING COUNCIL;  
OPEN COMMUNITIES; and SOUTH  
SUBURBAN HOUSING CENTER,

Plaintiffs,

v.

REDFIN CORPORATION,

Defendant.

No. 2:20-cv-01586-JLR-TLF

SETTLEMENT AGREEMENT

This Settlement Agreement (the “Agreement”) is entered into by and between plaintiffs National Fair Housing Alliance (“NFHA”), Fair Housing Center of Metropolitan Detroit, Fair Housing Justice Center, Fair Housing Rights Center in Southeastern Pennsylvania, Hope Fair Housing Center, Lexington Fair Housing Council, Long Island Housing Services, Metropolitan Milwaukee Fair Housing Council, Open Communities, and South Suburban Housing Center (collectively, “Plaintiffs”), and defendant Redfin Corporation (“Redfin”) (each, a “Party,” and together, the “Parties”).

SETTLEMENT AGREEMENT  
(No. 2:20-cv-01586-JLR-TLF) - 1

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SECTION I

RECITALS

A. On October 28, 2020, Plaintiffs filed a lawsuit against Redfin captioned *National Fair Housing Alliance, et al. v. Redfin Corporation*, Western District of Washington No. 2:20-cv-01586-JLR-TLF (the “Action”), alleging violations of the federal Fair Housing Act, 42 U.S.C. § 3601 *et seq.* (the “FHA”), and seeking declaratory relief, injunctive relief, and damages.

B. Plaintiffs and Redfin have decided to voluntarily resolve the claims Plaintiffs asserted in the Action. They agree that this Agreement, as a compromise to avoid protracted expenses and litigation, reflects a full and fair resolution of the disputes between the Parties.

C. Plaintiffs and Redfin jointly request that the Court retain jurisdiction to enforce the terms of this Agreement. The retention of jurisdiction is a material term of this Agreement.

**BASED ON THE FOREGOING, ALL PARTIES STIPULATE AND AGREE** that all claims asserted, or that could have been asserted, in the Action will be compromised, settled, released, and dismissed according to the terms of this Agreement, as follows:

SECTION II

DEFINITIONS

1. As used in this Agreement, the following terms will have the following meanings:

a. “Business Market” refers to Redfin’s service area within a particular geographic region or metropolitan area. “Business Markets” may be subdivided into smaller geographic areas referred to as Redfin “Service Regions.” Some larger Redfin Business Markets are first subdivided into “Business Areas” before being further subdivided into Service Regions.

b. “Buy-side” refers to residential real estate brokerage services provided to buyers of homes.

c. “Complaint” refers to the Complaint Plaintiffs filed in the Action on October 28, 2020.

d. “Minimum Home Price” refers to Redfin’s static minimum home price below which neither Redfin nor its Partner Program provides residential real estate service.

1 e. “Non-White,” when used to refer to people, means all people who are not  
2 White Non-Hispanic people according to U.S. Census data.

3 f. “Partner Agents” refers to real estate agents whose real estate licenses are  
4 affiliated with other real estate brokerages and who are neither Redfin employees nor Redfin  
5 independent contractors, but who receive referrals from Redfin to provide residential real estate  
6 service to people through Redfin’s Partner Program.

7 g. “Partner Program” refers to Redfin’s program for referring people to real  
8 estate agents whose real estate licenses are affiliated with other real estate brokerages and who  
9 are neither Redfin employees nor Redfin independent contractors, but who have referral  
10 agreements with Redfin or are affiliated with real estate brokerages that have referral agreements  
11 with Redfin.

12 h. “Redfin Price Thresholds” refers to Redfin’s dynamic home-price-based  
13 system for managing demand and profitability, which Redfin periodically sets by Service Region  
14 and which determines whether Redfin will offer residential real estate service through its  
15 employee agents.

16 i. “Partner Program Price Thresholds” refers to Redfin’s dynamic home-  
17 price-based system for managing demand and profitability within its Partner Program, which  
18 Redfin periodically sets by Service Region and which determines whether Redfin will offer  
19 Partner Agent referrals.

20 j. “Service Commitment” refers to Redfin’s agreement to offer Buy-side  
21 service to an agreed proportion of people expressing interest in homes listed below the Target  
22 Price in ten metropolitan areas, as described in Section V below.

23 k. “Service Regions” refers to geographic subsets of Redfin’s Business  
24 Markets.

25 l. “Side Letter” refers to the letter executed by NFHA and Redfin  
26 contemporaneous with their execution of this Agreement, which identifies the counties in which  
27 Redfin’s Service Commitment applies and specifies the initial Target Price for each county.

1 m. "Target Price" refers to the price shown on the Side Letter for each of the  
2 counties in which Redfin's Service Commitment applies.

3 n. "White," when used to refer to people, means all people who are White  
4 Non-Hispanic people according to U.S. Census data.

5 SECTION III

6 **TERM AND SCOPE OF AGREEMENT**

7 2. All obligations under this Agreement, unless otherwise specified, will commence  
8 on the date the Court dismisses the Action and retains jurisdiction to enforce the terms of this  
9 Agreement ("Effective Date") and, unless stated otherwise, will remain in effect for a period of  
10 three years beginning from the date Redfin notifies Plaintiffs in writing that it has completed all  
11 of the following: (1) fully implemented the Service Commitment described in Section V below,  
12 (2) fully implemented the Redfin Price Threshold monitoring system described in Section IV(C)  
13 below, (3) adopted the criteria for drawing new Service Regions described in Section IV(D)  
14 below, and (4) adopted the fair housing training described in Section IV(G)(iv) below, provided  
15 that if NFHA fails to deliver the required training materials within the timeframe set out in  
16 Paragraph 27, the three-year period specified in this Paragraph will begin running when Redfin  
17 notifies Plaintiffs in writing that it has completed items (1) through (3), specified above.

18 3. This Agreement will be binding on the Parties, including their respective  
19 employees, agents, representatives, officers, assigns, or successors in interest, unless otherwise  
20 specified. The Parties do not intend to create any third-party beneficiaries to this Agreement.

21 SECTION IV

22 **NATIONAL OPERATIONAL CHANGES AND ENHANCEMENTS**

23 **A. Elimination of Minimum Home Price**

24 4. Beginning one month after the Effective Date, and for a period of five years  
25 thereafter, Redfin shall eliminate the use of a Minimum Home Price below which it will not offer  
26 either Redfin or Partner Program residential real estate service on its website.

1                    **B. Partner Program**

2            5.        Beginning three months after the Effective Date, and for a period of five years  
3 thereafter, Redfin shall eliminate the use of Partner Program Price Thresholds. Redfin will not  
4 decline to refer a person to a Partner Agent because the home about which the person has  
5 inquired is below a certain price.

6            6.        Redfin shall ensure that its contracts with Partner Program participants require  
7 compliance with the FHA and applicable state and local housing laws prohibiting discrimination.

8                    **C. Redfin Price Threshold Monitoring System**

9            7.        Redfin may continue to use Redfin Price Thresholds to determine whether  
10 requests for real estate services from Redfin will be assigned to Redfin employee agents. Redfin  
11 will design, test, and implement a Redfin Price Threshold monitoring and alert system. The  
12 Redfin Price Threshold monitoring and alert system will be designed to allow Redfin to identify  
13 and address, in the manner described in Paragraph 8, instances in which Redfin Price Thresholds  
14 in predominantly Non-White Service Regions (i.e., where more than 50 percent of the residents  
15 within the Service Region boundaries, according to U.S. Census data, are Non-White) exceed  
16 those in predominantly White Service Regions (i.e., where more than 50 percent of the residents  
17 within the Service Region boundaries, according to U.S. Census data, are White) located within  
18 the same Business Market or Business Area.

19           8.        As part of the Redfin Price Threshold monitoring system, Redfin will (a) develop  
20 objective criteria by which to identify and evaluate Redfin Price Threshold divergences; (b)  
21 establish a set of potential corrective actions to address Redfin Price Threshold divergences  
22 where the objective criteria recommend corrective action; (c) implement corrective action  
23 according to the objective criteria; and (d) document any corrective actions taken or not taken,  
24 and the criteria Redfin applied in deciding whether to take corrective action. Redfin shall  
25 implement subparts (a) through (d) with the purpose and intent of creating a system in which  
26 buyers seeking homes in predominantly Non-White Service Regions have an equal opportunity  
27 to obtain service from a Redfin employee agent as buyers seeking homes of the same price in

1 predominantly White Service Regions in the same Business Market or Business Area at the same  
2 time.

3 9. Redfin will implement the Redfin Price Threshold monitoring system and  
4 corrective action plan within one year of the Effective Date. Before implementation (and within  
5 six months of the Effective Date), Redfin will present the proposed Redfin Price Threshold  
6 monitoring system and corrective action plan to NFHA, as Plaintiffs' representative. The  
7 presentation will include: (a) the objective criteria Redfin will use to identify and evaluate  
8 Redfin Price Threshold divergences; (b) the corrective actions Redfin may take to address Redfin  
9 Price Threshold divergences, as well as the circumstances in which corrective actions will be  
10 taken; and (c) a summary of Redfin's initial modeling and/or testing of the proposed system and  
11 corrective action plan. Redfin will consider in good faith requests by NFHA for additional  
12 information relating to Redfin's development of the Redfin Price Threshold monitoring system  
13 and corrective action plan. Within thirty days of Redfin's presentation, Plaintiffs may provide  
14 suggestions or recommendations, which Redfin will consider in good faith before implementing  
15 the Redfin Price Threshold monitoring system.

16 10. Redfin will report to NFHA and meet with NFHA, as Plaintiffs' representative,  
17 regarding implementation of the Redfin Price Threshold monitoring system. Redfin will provide  
18 the initial report to NFHA and meet with NFHA approximately six months after the date on  
19 which the Redfin Price Threshold monitoring system is first implemented. Redfin's report will  
20 include data sufficient to identify all Redfin Price Thresholds that were in place, along with the  
21 dates on which they were in place, during the reporting period, within the Service Regions  
22 located within the ten metropolitan areas discussed in the Complaint. Following the initial report  
23 and meeting, Redfin will provide annual reports to NFHA covering the previous year and meet  
24 with NFHA within thirty days before the first, second, and third anniversaries of the date on  
25 which Redfin first implements the Redfin Price Threshold monitoring system. Redfin shall  
26 provide NFHA with its reports at least sixty days before meeting with NFHA. Within ten days  
27 of receiving a report, NFHA may request Redfin's documentation regarding corrective actions

1 taken or not taken, and the criteria Redfin applied in deciding whether to take corrective action,  
2 with regard to specific instances of divergence that the objective criteria referenced in  
3 Paragraphs 8 and 9, above, identify as potentially subject to corrective action. NFHA may  
4 request such documentation as to no more than ten percent (10%) of such identified divergences  
5 within each of the ten metropolitan areas discussed in the Complaint, provided, however, that  
6 NFHA shall in all events have the right to request Redfin's documentation with respect to no  
7 fewer than five such divergences within each of the ten areas. Redfin will provide the requested  
8 information within forty-five days of receiving a request pursuant to this Paragraph.

9 11. If Redfin determines during the Agreement term that it must implement material  
10 changes to the Redfin Price Threshold monitoring system and corrective action plan, Redfin will  
11 present the proposed changes to NFHA, as Plaintiffs' representative. Within thirty days of  
12 Redfin's presentation, Plaintiffs may provide suggestions or recommendations, which Redfin  
13 will consider in good faith before implementing changes to the Redfin Price Threshold  
14 monitoring system and corrective action plan.

15 ***D. Service Regions***

16 12. Redfin Market Managers must obtain approval, at the Director level or above  
17 within Redfin's organizational hierarchy, before drawing new Service Regions or re-drawing  
18 existing Service Regions.

19 13. Redfin will use only, though not necessarily all, the following criteria when  
20 drawing new Service Regions: housing density (i.e., the number and type of residential  
21 properties in an area), listing density (i.e., the number and type of residential properties listed for  
22 sale in an area), square mileage, traffic patterns and traffic infrastructure, estimated demand for  
23 services on or after the Effective Date, estimated travel times, natural geographic boundaries, and  
24 jurisdictional or census boundaries (i.e., state, city, or county lines, U.S. Census tracts, or U.S.  
25 Census block groups). Redfin will also apply the criteria to any existing Service Regions whose  
26 boundaries it re-draws.

1           14. Redfin will implement the new Service Region drawing criteria within one year of  
2 the Effective Date.

3           15. If Redfin chooses during the Agreement term to revise its new Service Region  
4 drawing criteria, Redfin will present the proposed revised Service Region drawing criteria to  
5 NFHA, as Plaintiffs' representative. Within thirty days of Redfin's presentation, Plaintiffs may  
6 provide suggestions or recommendations regarding the revised criteria, which Redfin will  
7 consider in good faith before implementing any revisions. During the term of the Agreement,  
8 Redfin will provide NFHA, as Plaintiffs' representative, on an annual basis, a map of any newly  
9 drawn or re-drawn Service Regions within the ten metropolitan areas discussed in the Complaint.  
10 Redfin will provide the maps on the first, second, and third anniversaries of the date on which  
11 Redfin implements the new Service Region drawing criteria.

12           16. Absent a request from an agent, Redfin will not base an agent's Service Region  
13 assignment on the agent's home address when assigning the agent to a Service Region within the  
14 agent's home Business Market. In making Service Region assignments, Redfin may consider,  
15 among other factors, an agent's ability to travel to the Service Region.

16           **E. Outreach and Recruiting Plan**

17           17. Redfin will develop and implement a written outreach, recruiting, and advertising  
18 plan for recruitment and hiring of Redfin employee agents, and for contracting with independent  
19 contractor agents ("Associate Agents") and Partner Agents, designed to increase racial diversity  
20 within the Redfin employee agent, Associate Agent, and Partner Agent workforce (the "Outreach  
21 and Recruitment Plan"). The Outreach and Recruitment Plan will include the following  
22 components:

23           a. Redfin will build ongoing relationships with associations of Non-White  
24 real estate professionals, including national and local chapters of the National Association of  
25 Real Estate Brokers (NAREB), the National Association of Hispanic Real Estate Professionals  
26 (NAHREP), and the Asian Real Estate Association (AREAA). NFHA will assist Redfin in  
27 developing relationships with these organizations.

1           b.     Redfin will use recruitment methods that build upon these relationships,  
2 including tools such as:

3                   (i)     participating in job fairs and other recruitment opportunities that  
4 will reach potential applicants of color, including at historically black colleges and universities  
5 (HBCUs) and through NAREB, NAHREP, and AREAA;

6                   (ii)    recruiting from realty firms in Redfin Business Markets owned by  
7 Non-White persons or that have a racially diverse group of affiliated agents/brokers or are  
8 members of NAREB, NAHREP, and/or AREAA;

9                   (iii)   having Redfin personnel attend real estate industry events, serve  
10 on committees, and participate in activities sponsored by NAREB, NAHREP, and/or AREAA;

11                   (iv)   seeking to increase racial diversity at executive and policy-making  
12 levels within Redfin.

13           c.     Redfin will support and partner with programs that promote racial  
14 diversity within the residential real estate industry, such as educational and mentoring programs,  
15 scholarships, workshops, internships, conferences, and other similar education and outreach  
16 initiatives.

17           d.     Redfin will evaluate existing recruiting marketing campaigns to ensure  
18 they are designed to create a racially diverse pool of Redfin employee agent, Associate Agent,  
19 and Partner Agent candidates.

20           18.    Redfin will implement the Outreach and Recruitment Plan within one year of the  
21 Effective Date. Before implementation, and within six months of the Effective Date, Redfin will  
22 present the proposed Outreach and Recruitment Plan to NFHA, as Plaintiffs' representative.  
23 Within thirty days of Redfin's presentation, Plaintiffs may provide suggestions or  
24 recommendations, which Redfin will consider in good faith before implementing the Outreach  
25 and Recruitment Plan.

26           19.    During the term of the Agreement, Redfin will provide NFHA, as Plaintiffs'  
27 representative, an annual report describing what specific steps were taken to implement the

1 Outreach and Recruitment Plan during the previous year. Redfin will determine the form of its  
2 reporting but will consider in good faith any additional requests by Plaintiffs for specific  
3 information relating to Redfin's implementation of the Outreach and Recruitment Plan. Redfin  
4 will provide the reports on the first, second, and third anniversaries of the date on which it  
5 implements the Outreach and Recruitment Plan.

6 **F. Advertising Plan**

7 20. Within six months of the Effective Date, Redfin will adopt and implement an  
8 advertising plan ("Advertising Plan") that promotes Redfin's services to prospective sellers and  
9 buyers of homes in Non-White communities.

10 21. The Advertising Plan will provide that advertising and marketing materials will  
11 use racially diverse human models where human models are used in advertising, and that Redfin  
12 will not target advertising with racially diverse human models only to Non-White consumers or  
13 media sources with predominantly Non-White viewers/readers. Redfin agrees to comply with  
14 the U.S. Department of Housing and Urban Development's Advertising Guidelines, Appendix I  
15 to Part 109, including Section 109.30(b).

16 22. Before implementation, and within three months of the Effective Date, Redfin  
17 will present the Advertising Plan to NFHA, as Plaintiffs' representative. Within thirty days of  
18 Redfin's presentation, Plaintiffs may provide suggestions or recommendations, which Redfin  
19 will consider in good faith before implementing the Advertising Plan.

20 **G. Fair Housing Act Compliance: Non-Discrimination, Fair Housing Policies,  
21 and Fair Housing Training**

22 **i. Non-Discrimination Commitment**

23 23. Redfin reaffirms its commitment not to discriminate on the basis of race or  
24 national origin as prohibited by the FHA, 42 U.S.C. § 3601, *et seq.*, and to comply with all  
25 provisions of the FHA, including 42 U.S.C. § 3617.  
26  
27

1                    **ii. Fair Housing Compliance Officer and Fair Housing Compliance**

2            24. Redfin shall identify a senior executive to serve as Fair Housing Compliance  
3 Officer. The designated individual will be a point-of-contact for Plaintiffs regarding settlement  
4 implementation and identify lines of communication and practices within and between Redfin's  
5 Board of Directors and Executive Suite to ensure compliance with anti-discrimination laws and  
6 this Agreement.

7            25. The Fair Housing Compliance Officer will ensure Redfin's real estate brokerage  
8 policies comply with fair housing laws, including evaluating whether they adversely impact  
9 Non-White communities or Non-White prospective home buyers or sellers, and oversee and  
10 ensure Redfin's compliance with the terms of this Agreement.

11                    **iii. Equal Opportunity In Housing Policy**

12            26. Redfin shall adopt a written equal opportunity in housing policy. Within thirty  
13 days of the Effective Date, Redfin will (a) ensure that each of its directors, employees, Associate  
14 Agents, and Partner Agents receives a copy of the policy; and (b) post the policy on its website.

15                    **iv. Fair Housing Training**

16            27. NFHA will develop fair housing training content (to supplement or replace  
17 Redfin's current fair housing training program content) designed for use with Redfin's  
18 employees, Associate Agents, and Partner Agents. Redfin will meet with NFHA within sixty  
19 days of the Effective Date to provide information and input to enable NFHA to develop an  
20 effective, customized fair housing training program for Redfin. Within 120 days after the  
21 meeting, NFHA will provide Redfin a draft of the training content in the form of PowerPoint  
22 slides with detailed training presentation notes, as well as knowledge check questions and  
23 training scenarios. NFHA's training content shall include a notation designating the training  
24 content as NFHA's proprietary information ("NFHA Notation"). Redfin will provide feedback  
25 to NFHA on the content within thirty days of receiving it, and NFHA will deliver a revised draft,  
26 which shall include the NFHA Notation, to Redfin within forty-five days of the date it receives  
27 Redfin's feedback. Redfin shall have the right to make the final determination, in its sole

1 discretion, as to the content and form of the fair housing training actually provided to employees,  
2 Associate Agents, and Partner Agents, provided that Redfin shall not reject NFHA's proposed  
3 content without a good faith reason for doing so. Redfin will put the approved training content  
4 (the "Approved Training Content") into its desired training format(s) (together with the  
5 "Approved Training Content," the "Approved Fair Housing Training"), and begin to use the  
6 training within 120 days after receiving the revised draft from NFHA. Both the Approved  
7 Training Content and the Approved Fair Housing Training shall include a prominent notation  
8 indicating that they include NFHA and Redfin proprietary information and prohibiting further  
9 dissemination beyond the intended recipients. Redfin shall not make material modifications to  
10 the Approved Training Content during the term of this Agreement without first providing NFHA  
11 notice and an opportunity to comment on Redfin's proposed modification(s). Within thirty days  
12 of Redfin presenting any proposed modification(s) to the Approved Training Content to NFHA,  
13 NFHA may provide suggestions or recommendations, which Redfin will consider in good faith  
14 before implementing the proposed modification(s) to the Approved Training Content.

15 28. Redfin shall provide NFHA with a copy of all fair housing training materials  
16 created and disseminated by Redfin headquarters pursuant to this Section and during the term of  
17 the Agreement. This Section does not prevent Redfin from providing additional fair housing  
18 training or information to its employees during the term of the Agreement.

19 29. Once adopted, Redfin shall require that all employees, executives, and Associate  
20 Agents complete the Approved Fair Housing Training. Redfin will also distribute the Approved  
21 Fair Housing Training to Partner Agents and require certification that the Partner Agent has  
22 completed either the Approved Fair Housing Training provided by Redfin, or any fair housing  
23 training required by the Partner Agent's applicable state and local laws, or state or local real  
24 estate licensing agencies.

25 30. NFHA hereby grants to Redfin a nonexclusive, non-transferable, non-  
26 sublicensable, permanent, irrevocable, fully paid, royalty-free worldwide license to use the  
27 portions of the Approved Training Content created by NFHA, including the right to copy,

1 modify, display, and disclose to Redfin employees, independent contractors, Partner Agents and  
2 other third parties deemed by Redfin to be reasonably necessary to effect the purposes of this  
3 Section IV(G)(iv), such as printing or software vendors. Redfin acknowledges that NFHA  
4 retains ownership, and all right, title, and interest, including all intellectual property rights, in the  
5 portion of the Approved Training Content created by NFHA. Redfin agrees not to sell to anyone  
6 the Approved Training Content created by NFHA. Nothing in this Agreement will vest in  
7 Redfin any ownership interest or intellectual property rights in the portion of the Approved  
8 Training Content created by NFHA, beyond those described in this Paragraph. Redfin  
9 acknowledges that NFHA will incur serious harm to its intellectual property rights if Redfin  
10 violates this Agreement by sharing, distributing, or selling NFHA's portion of the Approved  
11 Training Content to parties other than those described in this Paragraph; NFHA, however,  
12 acknowledges that this Agreement requires Redfin to distribute the Approved Fair Housing  
13 Training to thousands of Partner Agents affiliated with other brokerages, and that Redfin shall  
14 not be liable if those Partner Agents (or others to whom Redfin has provided the Approved Fair  
15 Housing Training in accordance with this Agreement) disseminate the Approved Fair Housing  
16 Training, including NFHA's portion of the Approved Training Content.

17 SECTION V

18 **BUYERS' AGENT SERVICE COMMITMENT**

19 31. The following definitions apply to this Section V ("Buyers' Agent Service  
20 Commitment"):

21 a. "Contact" refers to a person who (1) requests Buy-side agent service from  
22 or through Redfin, such as a request to tour a home; to be connected to a buyer's real-estate  
23 agent; or to make an offer on a home; and (2) is requesting Buy-side agent service from or  
24 through Redfin either (a) for the first time, or for the first time in over a year; or (b) after having  
25 already bought a home through Redfin or a Partner Agent.

26 b. "Customer" refers to a person who receives personal Redfin Buy-side  
27 service, such as being taken on a home tour by a Redfin employee agent or Associate Agent;

1 meeting or conferring with a Redfin employee agent to discuss the person's homebuying goals or  
2 the homebuying process; or submitting an offer to purchase a home through Redfin.

3 c. "New Buy-side Customers" refers to Customers derived from Contacts for  
4 whom Redfin can determine from the initial request for Buy-side service the location and price  
5 of the home in which the requester is expressing interest.

6 32. For each quarter during the term of the Agreement, at least eleven percent (11%)  
7 of Redfin's New Buy-side Customers (not including people referred by Redfin to Partner  
8 Agents) within each of the counties identified in the Side Letter (collectively, the "Service  
9 Counties") will be New Buy-side Customers whose initial requests for service can be determined  
10 to relate to homes listed below the Target Price for the Service County in which the home is  
11 listed. In meeting its Service Commitment, Redfin will offer service to people expressing  
12 interest in homes below the Target Price without other regard to the price of the home in which  
13 the person has expressed interest. For the avoidance of doubt, nothing in this Paragraph prevents  
14 Redfin from referring people expressing interest in homes below the Target Price to Partner  
15 Agents, to the extent Partner Agents have capacity, or from declining to offer service or a referral  
16 where neither Redfin employee agents nor Partner Agents have capacity, so long as at least  
17 eleven percent (11%) of Redfin's New Buy-side Customers (not including people referred by  
18 Redfin to Partner Agents) within each of the Service Counties are New Buy-side Customers  
19 whose initial requests for service can be determined to relate to homes listed below the Target  
20 Price for the Service County in which the home is listed.

21 33. The Target Price for each Service County will adjust (up or down) annually  
22 commensurate with the annual percentage change in the median home price for that Service  
23 County, as published by the National Association of REALTORS® (NAR). The annual Target  
24 Price adjustment will occur on each anniversary of the end of the quarter in which the Effective  
25 Date falls (for example, if the Effective Date is March 25, the end of the quarter in which the  
26 Effective Date falls is March 31). No fewer than thirty days before implementing Target Price  
27 adjustments pursuant to this Paragraph, Redfin will notify Plaintiffs of the updated Target Prices.

1           34. Redfin's Service Commitment will be fully implemented within one year of the  
2 Effective Date. Before implementation (and within six months of the Effective Date), Redfin  
3 will report to NFHA, as Plaintiffs' representative, regarding its progress in developing the  
4 Service Commitment. Once Redfin implements the Service Commitment, Redfin will report to  
5 NFHA and meet with NFHA, as Plaintiffs' representative, regarding its implementation of the  
6 Service Commitment. Redfin will provide the initial report to NFHA and meet with NFHA  
7 approximately six months after the date on which the Service Commitment is first implemented.  
8 The reports shall include (a) the date and time of each Contact within the Service Counties, (b)  
9 the price of the home about which each Contact within a Service County initially inquired, (c)  
10 the address of the home about which each Contact within a Service County initially inquired,  
11 including the county and zip code, (d) the type of property about which each Contact within a  
12 Service County initially inquired, (e) whether each Contact within a Service County is referred to  
13 a Redfin employee agent or a Partner Agent, and (f) whether each Contact within a Service  
14 County became a Customer. Redfin will consider in good faith any requests by Plaintiffs for  
15 additional specific information related to the implementation of the Service Commitment.  
16 Following the initial report and meeting, Redfin will report to NFHA and meet with NFHA  
17 within thirty days before the first, second, and third anniversaries of the date on which Redfin  
18 first implements the Service Commitment. Redfin shall provide NFHA with its reports at least  
19 fifteen days before meeting with NFHA.

20           35. If Redfin (a) ceases to operate in a Business Market due to changes in business or  
21 economic conditions unrelated to this Agreement, (b) is unable to meet the Service Commitment  
22 in one or more Service Counties because of insufficient demand from New Buy-side Customers  
23 whose initial requests for service relate to homes listed below the Target Price, or (c) is unable to  
24 meet the Service Commitment in one or more Service Counties because of factors substantially  
25 beyond its control, Redfin will notify NFHA, as representative for Plaintiffs, within thirty days  
26 of determining it will be unable to meet the Service Commitment. The notification will include:  
27 (a) the basis for Redfin's determination, and (b) whether (and when) Redfin expects to be able to

1 resume its Service Commitment in the affected county. Within thirty days of receiving Redfin's  
2 notice, Plaintiffs may notify Redfin if they disagree with Redfin's determination, and provide the  
3 basis for their disagreement. Redfin will consider Plaintiffs' position in good faith as part of its  
4 determination of whether and how Redfin will be able to resume its Service Commitment in the  
5 affected Service County.

6 SECTION VI

7 **DEADLINES, MEETINGS AND REPORTING, AND CONFIDENTIALITY**

8 36. The deadlines and dates for performance by Redfin or Plaintiffs under this  
9 Agreement may be extended or modified by written agreement of Redfin and NFHA, as  
10 Plaintiffs' representative.

11 37. The Parties agree to work together in good faith to efficiently schedule any  
12 meetings that may be required or requested in connection with either Party's reporting or  
13 presentation obligations under this Agreement, scheduling meetings in tandem where feasible.

14 38. The following shall be treated, or continue to be treated, as confidential by the  
15 Parties, including during any dispute resolution process (the "Confidential Information"): (a)  
16 any written or oral information or communications exchanged by the Parties during settlement  
17 negotiations prior to the Parties' execution of this Agreement, and (b) any written or oral  
18 information or communications exchanged by the Parties pursuant to the Agreement.

19 39. The Parties shall not disclose Confidential Information to any other person or  
20 entity except: (i) with the providing Party's prior written consent, which the other Party may in  
21 its sole discretion grant or deny; (ii) pursuant to a validly executed subpoena; (iii) to a Party's  
22 agents, including attorneys, investment and tax advisors and accountants, all on a need-to-know  
23 basis, who shall be advised of and requested to agree to maintain the confidentiality of the  
24 Confidential Information; or (iv) pursuant to a court order. If a Party or its counsel receives a  
25 subpoena or court order calling for disclosure of the Confidential Information, the Party agrees to  
26 give the disclosing Party written notice of the subpoena or court order so the other Party has the  
27 opportunity to seek a protective order or make a motion to quash to prevent any disclosure of the

1 Confidential Information. Any Party receiving such a subpoena or court order agrees to provide  
2 the other Party with written notice no later than ten (10) business days before the date for  
3 production or testimony, provided that if the Party does not receive sufficient notice of the  
4 subpoena or court order to comply with this provision, the Party shall provide the maximum  
5 notice practicable under the circumstances. Each Party further agrees not to testify or produce  
6 documents any earlier than the date required by any subpoena or court order seeking

7 Confidential Information. In any proceeding before the Court in connection with this  
8 Agreement, the Parties agree to seek the Court's permission to file Confidential Information  
9 under seal.

10 40. The Parties may not make use of the Confidential Information, or any written or  
11 oral information or communications exchanged by the Parties during settlement negotiations  
12 prior to the Parties' execution of this Agreement, or exchanged by the Parties pursuant to the  
13 Agreement, or provided to another Party pursuant to any reporting obligations in this Agreement  
14 in any manner in or as the basis for any lawsuits, legal claims, complaints, or other  
15 administrative or adjudicative proceedings.

16 SECTION VII

17 **MONETARY RELIEF**

18 41. Redfin will pay the total sum of four million dollars (\$4,000,000) in full and final  
19 settlement of all of Plaintiffs' claims for damages against Redfin in this Action, including but not  
20 limited to claims for: alleged diversion of Plaintiffs' resources; frustration of Plaintiffs' mission;  
21 alleged community harm, including Plaintiffs' future work in carrying out the Agreement terms  
22 such as any monitoring, testing, reporting, meetings or consultations, and design of fair housing  
23 training; punitive damages; and attorneys' fees and costs ("Settlement Amount"). The  
24 Settlement Amount shall be paid via electronic funds transfer to Plaintiff's counsel, Emery Celli  
25 Brinckerhoff Abady Ward & Maazel LLP ("ECBAWM"), on behalf of Plaintiffs, as follows: (1)  
26 three million dollars (\$3,000,000) shall be paid within thirty (30) days of the Effective Date,  
27 provided that, at least fifteen days before the due date for this payment, Redfin must receive (a) a

1 W-9 for each Plaintiff and ECBAWM, and (b) wire instructions for ECBAWM, on the firm's  
2 letterhead; (2) one million dollars (\$1,000,000) shall be paid on or before the one year  
3 anniversary of the Effective Date.

4 42. The one million dollars (\$1,000,000) of the Settlement Amount that Redfin is  
5 required to pay on or before the one year anniversary of the Effective Date shall be used to fund  
6 programs devoted to expanding home ownership opportunities (the "Opportunity Fund"),  
7 including programs that Plaintiffs administer.

8 43. The Opportunity Fund will be allocated only to programs designed to increase  
9 homeownership opportunities in the ten metropolitan areas discussed in the Complaint, through  
10 activities such as, but not limited to, the following: down-payment assistance programs;  
11 financial literacy workshops and credit counseling; and first-time homebuyer counseling  
12 programs. Plaintiffs will allocate the funds only to organizations qualified under 26 U.S.C.  
13 § 501(c)(3) that they determine to be capable of delivering programs in each applicable  
14 geography. Funds from the Opportunity Fund may be allocated to any Plaintiff organization that  
15 offers qualifying programs. NFHA, as Plaintiffs' representative, will report to Redfin on the  
16 intended allocation of the Opportunity Fund within nine months of the Effective Date, providing  
17 a brief description of the programs that will receive funds and the amounts allocated to those  
18 programs. Within thirty days thereafter, Redfin will provide NFHA with any objections,  
19 suggestions, or feedback Redfin may have in response to proposed allocations, which Plaintiffs  
20 will consider in good faith before making final allocation decisions.

21 44. Plaintiffs and Redfin each acknowledge and agree that they have not made any  
22 representations to each other with respect to the tax effects, if any, of this Agreement, and that  
23 each shall be solely responsible for the tax liability, if any, arising from this Agreement,  
24 including without limitation with respect to the payment of Settlement Amounts described in  
25 Paragraph 41, above.

SECTION VIII

RELEASES

1  
2  
3 45. Except for the right to enforce this Agreement, Plaintiffs fully and forever release  
4 and forever discharge Redfin and each and all of Redfin's respective assigns, parents,  
5 subsidiaries, affiliates, predecessors and successors in interest (collectively, "Released Entities"),  
6 and each and all of the Released Entities' past or present principals, employees, agents,  
7 representatives, managers, officers, directors, shareholders, partners, members, heirs, attorneys,  
8 and insurers (together with the Released Entities, collectively, the "Releasees") from any and all  
9 liability, claims, or rights of action, damages, costs, expenses, and compensation of any kind or  
10 nature, in law, equity or otherwise, whether known or unknown, vested or contingent, suspected  
11 or unsuspected, arising from, relating to, or in connection with the facts, matters, claims, causes  
12 of action and allegations asserted in this Action, whether known or unknown, from the beginning  
13 of time to the latest signature date on this Agreement, including, but not limited to, any and all  
14 claims for injunctive relief, compensatory damages, punitive damages, attorneys' fees, and costs,  
15 as well as any and all claims for violations of the FHA, 42 U.S.C. § 3601 *et seq.*, or the FHA's  
16 analogues under any state or local law ("Plaintiffs' Released Claims"). This release  
17 encompasses claims in any way arising out of, concerning, or relating to the Action. Plaintiffs  
18 further represent that they are not currently aware of any facts not alleged in the Complaint that  
19 they believe give rise to a colorable legal claim by them against the Releasees, other than  
20 Plaintiffs' Released Claims.

21 46. Except for the right to enforce this Agreement, Redfin fully and forever releases  
22 and forever discharges Plaintiffs and each and all of their assigns, parents, subsidiaries, affiliates,  
23 predecessors and successors in interest (collectively, "Released Plaintiff Entities"), and each and  
24 all of the Released Plaintiff Entities' past or present principals, employees, agents,  
25 representatives, managers, officers, directors, shareholders, partners, members, heirs, attorneys,  
26 and insurers (together with the Released Plaintiff Entities, collectively, the "Plaintiff Releasees")  
27 from any and all liability, claims, or rights of action, damages, costs, expenses, and

1 compensation of any kind or nature whatsoever, in law, equity or otherwise, whether known or  
2 unknown, vested or contingent, suspected or unsuspected, arising from, arising out of, relating  
3 to, or in connection with the facts, matters, claims, causes of action, and allegations asserted in  
4 this Action, whether known or unknown, from the beginning of time to the latest signature date  
5 on this Agreement. This release encompasses claims in any way arising out of, concerning, or  
6 relating to the Action including, without limitation, the assertion of any defenses or  
7 counterclaims.

8 SECTION IX

9 **NO ADMISSIONS; PUBLICITY**

10 47. Nothing in this Agreement shall be deemed to be an admission by Redfin that it  
11 has in any way violated any laws or rights defined in the constitutions, statutes, ordinances, rules,  
12 or regulations of the United States, any state, or any locality, or that it has engaged in any of the  
13 conduct alleged in the Complaint. The Parties have entered into this Settlement Agreement for  
14 the purpose of avoiding the burdens and expense of protracted litigation.

15 48. The Parties will issue a joint statement to be made public upon the filing of this  
16 Agreement with the Court, which recognizes (a) the Parties' joint commitment to the fair  
17 housing goals embodied in this Agreement, (b) the progress toward those goals reflected in this  
18 Agreement, and (c) the work that remains to be done to eradicate the historical impact of  
19 systemic racism on the residential real estate industry. No Party shall be restricted in its ability  
20 to communicate with the public or the media.

21 SECTION X

22 **DISMISSAL, GOVERNING LAW, DISPUTE RESOLUTION,**

23 **AND RETENTION OF JURISDICTION**

24 49. The Parties agree, simultaneously with their execution of this Agreement, to  
25 execute a stipulation dismissing the Action with prejudice, subject to the Court's retention of  
26 jurisdiction for the purpose of interpreting and enforcing the terms of this Agreement.

1           50. Counsel for Plaintiffs will file a Stipulation and Order of Dismissal with  
2 prejudice, in the form attached hereto as Exhibit A, within three business days after the Parties  
3 have fully executed this Agreement. This Agreement will be attached as an exhibit to the  
4 Stipulation and Order of Dismissal. The Parties will jointly ask the Court to “so-order” the  
5 stipulation and agree to retain jurisdiction for the limited purpose set out above.

6           51. This Agreement shall be governed by and construed in accordance with federal  
7 law and, to the extent federal law does not address the issue, the substantive law of the State of  
8 Washington without regard to conflict of laws principles.

9           52. Any disputes regarding the interpretation, implementation, or alleged violation of  
10 the Agreement shall be resolved as follows:

11           a. During the term of the Agreement, either Party may monitor the  
12 compliance of the other Party’s implementation of its obligations under the Agreement. Both  
13 Parties will treat the results of such monitoring as confidential pursuant to Section VI, above, and  
14 may not make use of the results of such monitoring in any manner in or as the basis for any  
15 lawsuits, legal claims, complaints, or other administrative or adjudicative proceedings, other than  
16 a dispute raised pursuant to this Section of the Agreement.

17           b. A Party will notify the other Party in writing if a Party believes the other  
18 Party is not in compliance with any term of the Agreement and allow the allegedly non-  
19 compliant Party at least sixty days from receipt of any such written notice to cure. As part of the  
20 sixty-day notice and opportunity to cure time period, the Parties will meet and confer in good  
21 faith and attempt to resolve the matter. The Parties intend and commit to collaborate in good  
22 faith to resolve any disputes that may arise between them.

23           c. If the Parties cannot resolve the dispute, they will submit their  
24 disagreement to be mediated by Linda Singer or, if Ms. Singer is unable or unwilling to serve,  
25 another mediator mutually agreeable to the Parties. Any mediation will take place in Seattle,  
26 Washington, D.C., or virtually, at the mediator’s option, with Redfin to pay three-quarters of the  
27 mediator’s fee, and NFHA to pay one-quarter.

1 d. If the Parties engage in mediation in good faith but are unable to resolve  
2 the dispute through mediation, any Party may, with at least thirty days' written notice to the other  
3 Party summarizing the alleged dispute and proposed remedy, bring the dispute before the United  
4 States District Court for the Western District of Washington, which will retain jurisdiction over  
5 the Action for the purpose of enforcing the Agreement.

6 e. The Parties will pay their own attorney's fees and costs in connection with  
7 any dispute resolution process under this Paragraph, and in any action to enforce the terms of this  
8 Agreement.

9 SECTION XI

10 NOTICES

11 53. Any notice to Plaintiffs required by this Agreement shall be sent via email to:

12 Diane L. Houk  
13 Emery Celli Brinckerhoff Abady Ward & Maazel LLP

14 and

15 Morgan Williams  
16 National Fair Housing Alliance

17 Any notice to Redfin in connection with this Agreement shall be sent via email to:

18 Chava Brandriss  
19 Davis Wright Tremaine LLP

20 and

21 Anthony Kappus  
22 Redfin Corporation

23 SECTION XII

24 CONSTRUCTION AND SEVERABILITY

25 54. This Agreement will be deemed to have been jointly drafted, and no provision  
26 will be interpreted or construed for or against any Party because that Party drafted or requested  
27 the provision or this Agreement as a whole.

1           55.     The section headings in this Agreement are used for convenience only and will  
2 not be used in construing the Agreement.

3           56.     If any provision in this Agreement is declared invalid or unenforceable by a court  
4 having competent jurisdiction, this Agreement will survive except for the part declared invalid or  
5 unenforceable by order of such court, unless the elimination of the invalid provision will  
6 materially affect the intent of the Agreement. The Parties will use their best efforts to agree upon  
7 a valid and enforceable provision as a reasonable substitute for any provision declared invalid or  
8 unenforceable.

9           57.     The terms set forth in this Agreement and the Side Letter constitute the complete  
10 and exclusive statement of the agreement between the Parties relating to the subject matter of  
11 this Agreement, superseding all previous negotiations and understandings, whether oral or in  
12 writing, express or implied, and may not be contradicted by evidence of any prior or  
13 contemporaneous agreement.

14           58.     Except as otherwise specified, this Agreement may not be modified or amended  
15 except by an instrument in a writing that specifically states that it is a supplement, modification,  
16 or amendment to this Agreement and is signed by an authorized representative of all of the  
17 Parties.

18           59.     Each Party expressly represents and warrants that it has full legal capacity to enter  
19 into this Agreement, that a responsible representative has carefully read and fully understands  
20 this Agreement, that it has had the opportunity to review this Agreement with its attorneys, and  
21 that it has executed this Agreement voluntarily, without duress, coercion, or undue influence.

22           60.     Each individual signing this Agreement warrants that the individual has the  
23 authority to enter into this Agreement on behalf of the Party for which that individual signs.

24           61.     This Agreement may be executed in any number of counterparts and each such  
25 counterpart will be deemed to be an original. For purposes of executing this Agreement, a  
26 document signed and transmitted by facsimile or email will be treated as an original document  
27 and have the same binding legal effect as an original signature on an original document.

1 FOR PLAINTIFFS:

FOR DEFENDANT:

2  
3 NATIONAL FAIR HOUSING ALLIANCE

REDFIN CORPORATION

4 By: Lisa Rice  
5 Lisa Rice, President & CEO

By: \_\_\_\_\_  
Anthony Kappus, Chief Legal Officer

6 Date: Apr 28, 2022

Date: \_\_\_\_\_

7  
8 FAIR HOUSING CENTER OF  
9 METROPOLITAN DETROIT

10 By: \_\_\_\_\_  
11 Steve Tomkowiak, Executive Director

12 Date: \_\_\_\_\_

13  
14 FAIR HOUSING JUSTICE CENTER, INC.

15 By: \_\_\_\_\_  
16 Elizabeth Grossman, Executive Director

17 Date: \_\_\_\_\_

18  
19  
20 FAIR HOUSING RIGHTS CENTER IN  
21 SOUTHEASTERN PENNSYLVANIA

22 By: \_\_\_\_\_  
23 Angela McIver, CEO

24 Date: \_\_\_\_\_

1 FOR PLAINTIFFS:

FOR DEFENDANT:

2  
3 NATIONAL FAIR HOUSING ALLIANCE

REDFIN CORPORATION

4 By: \_\_\_\_\_  
5 Lisa Rice, President & CEO

By: \_\_\_\_\_  
Anthony Kappus, Chief Legal Officer

6 Date: \_\_\_\_\_

Date: \_\_\_\_\_

7  
8 FAIR HOUSING CENTER OF  
9 METROPOLITAN DETROIT

10 By: Steve Tomkowiak  
Steve Tomkowiak (Apr 28, 2022 11:17 EDT)  
11 Steve Tomkowiak, Executive Director

12 Date: Apr 28, 2022

13  
14 FAIR HOUSING JUSTICE CENTER, INC.

15 By: \_\_\_\_\_  
16 Elizabeth Grossman, Executive Director

17 Date: \_\_\_\_\_

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19  
20 FAIR HOUSING RIGHTS CENTER IN  
21 SOUTHEASTERN PENNSYLVANIA

22 By: \_\_\_\_\_  
Angela McIver, CEO

23 Date: \_\_\_\_\_

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FOR PLAINTIFFS:

FOR DEFENDANT:

NATIONAL FAIR HOUSING ALLIANCE

REDFIN CORPORATION

By: \_\_\_\_\_  
Lisa Rice, President & CEO

By: \_\_\_\_\_  
Anthony Kappus, Chief Legal Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

FAIR HOUSING CENTER OF  
METROPOLITAN DETROIT

By: \_\_\_\_\_  
Steve Tomkowiak, Executive Director

Date: \_\_\_\_\_

FAIR HOUSING JUSTICE CENTER, INC.

By: Elizabeth Grossman  
Elizabeth Grossman [Apr 28, 2022 14:42 EDT]  
Elizabeth Grossman, Executive Director

Date: Apr 28, 2022

FAIR HOUSING RIGHTS CENTER IN  
SOUTHEASTERN PENNSYLVANIA

By: \_\_\_\_\_  
Angela McIver, CEO

Date: \_\_\_\_\_

1 FOR PLAINTIFFS:

FOR DEFENDANT:

2  
3 NATIONAL FAIR HOUSING ALLIANCE

REDFIN CORPORATION

4 By: \_\_\_\_\_  
5 Lisa Rice, President & CEO

By: \_\_\_\_\_  
Anthony Kappus, Chief Legal Officer

6 Date: \_\_\_\_\_

Date: \_\_\_\_\_

7  
8 FAIR HOUSING CENTER OF  
9 METROPOLITAN DETROIT

10 By: \_\_\_\_\_  
11 Steve Tomkowiak, Executive Director

12 Date: \_\_\_\_\_

13  
14 FAIR HOUSING JUSTICE CENTER, INC.

15 By: \_\_\_\_\_  
16 Elizabeth Grossman, Executive Director

17 Date: \_\_\_\_\_

18  
19  
20 FAIR HOUSING RIGHTS CENTER IN  
21 SOUTHEASTERN PENNSYLVANIA

22 By: *Angela McIver* \_\_\_\_\_  
Angela McIver, CEO

23 Date: Apr 28, 2022 \_\_\_\_\_

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HOPE FAIR HOUSING CENTER

By:   
Michael Chavarria, Executive Director

Date: Apr 28, 2022

LEXINGTON FAIR HOUSING COUNCIL

By: \_\_\_\_\_  
Art Crosby, Executive Director

Date: \_\_\_\_\_

LONG ISLAND HOUSING SERVICES

By: \_\_\_\_\_  
Ian Wilder, Executive Director

Date: \_\_\_\_\_

METROPOLITAN MILWAUKEE FAIR  
HOUSING COUNCIL

By: \_\_\_\_\_  
William Tisdale, President

Date: \_\_\_\_\_

OPEN COMMUNITIES

By: \_\_\_\_\_  
Cheryl Lawrence, CEO

Date: \_\_\_\_\_

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HOPE FAIR HOUSING CENTER

By: \_\_\_\_\_  
Michael Chavarria, Executive Director

Date: \_\_\_\_\_

LEXINGTON FAIR HOUSING COUNCIL

By: Arthur Crosby  
Arthur Crosby (Apr 28, 2022 10:38 EDT)  
Art Crosby, Executive Director

Date: Apr 28, 2022

LONG ISLAND HOUSING SERVICES

By: \_\_\_\_\_  
Ian Wilder, Executive Director

Date: \_\_\_\_\_

METROPOLITAN MILWAUKEE FAIR HOUSING COUNCIL

By: \_\_\_\_\_  
William Tisdale, President

Date: \_\_\_\_\_

OPEN COMMUNITIES

By: \_\_\_\_\_  
Cheryl Lawrence, CEO

Date: \_\_\_\_\_

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HOPE FAIR HOUSING CENTER

By: \_\_\_\_\_  
Michael Chavarria, Executive Director

Date: \_\_\_\_\_

LEXINGTON FAIR HOUSING COUNCIL

By: \_\_\_\_\_  
Art Crosby, Executive Director

Date: \_\_\_\_\_

LONG ISLAND HOUSING SERVICES

By: *ian Wilder*  
Ian Wilder (Apr 28, 2022 15:21 EDT)  
Ian Wilder, Executive Director

Date: Apr 28, 2022

METROPOLITAN MILWAUKEE FAIR HOUSING COUNCIL

By: \_\_\_\_\_  
William Tisdale, President

Date: \_\_\_\_\_

OPEN COMMUNITIES

By: \_\_\_\_\_  
Cheryl Lawrence, CEO

Date: \_\_\_\_\_

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HOPE FAIR HOUSING CENTER

By: \_\_\_\_\_  
Michael Chavarria, Executive Director

Date: \_\_\_\_\_

LEXINGTON FAIR HOUSING COUNCIL

By: \_\_\_\_\_  
Art Crosby, Executive Director

Date: \_\_\_\_\_

LONG ISLAND HOUSING SERVICES

By: \_\_\_\_\_  
Ian Wilder, Executive Director

Date: \_\_\_\_\_

METROPOLITAN MILWAUKEE FAIR  
HOUSING COUNCIL

By: *William R. Tisdale*  
William R. Tisdale (Apr 28, 2022 12:06 CD)  
William Tisdale, President

Date: Apr 28, 2022

OPEN COMMUNITIES

By: \_\_\_\_\_  
Cheryl Lawrence, CEO

Date: \_\_\_\_\_

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HOPE FAIR HOUSING CENTER

By: \_\_\_\_\_  
Michael Chavarria, Executive Director

Date: \_\_\_\_\_

LEXINGTON FAIR HOUSING COUNCIL

By: \_\_\_\_\_  
Art Crosby, Executive Director

Date: \_\_\_\_\_

LONG ISLAND HOUSING SERVICES

By: \_\_\_\_\_  
Ian Wilder, Executive Director

Date: \_\_\_\_\_

METROPOLITAN MILWAUKEE FAIR  
HOUSING COUNCIL

By: \_\_\_\_\_  
William Tisdale, President

Date: \_\_\_\_\_

OPEN COMMUNITIES

By: Cheryl L. Lawrence  
Cheryl L. Lawrence (Apr 28, 2022 10:54 CDT)  
Cheryl Lawrence, CEO

Date: Apr 28, 2022

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SOUTH SUBURBAN HOUSING CENTER

By: *John R. Petruszak*  
John R. Petruszak (Apr 28, 2022 10:19 CDT)  
John Petruszak, Executive Director

Date: Apr 28, 2022

1 FOR PLAINTIFFS:

FOR DEFENDANT:

2 NATIONAL FAIR HOUSING ALLIANCE

3 REDFIN CORPORATION

4 By: \_\_\_\_\_  
5 Lisa Rice, President & CEO

By:   
Anthony Kappus (Apr 28, 2022 15:27 PDT)  
Anthony Kappus, Chief Legal Officer

6 Date: \_\_\_\_\_

Date: Apr 28, 2022

7  
8 FAIR HOUSING CENTER OF  
9 METROPOLITAN DETROIT

10 By: \_\_\_\_\_  
11 Steve Tomkowiak, Executive Director

12 Date: \_\_\_\_\_

13  
14 FAIR HOUSING JUSTICE CENTER, INC.

15 By: \_\_\_\_\_  
16 Elizabeth Grossman, Executive Director

17 Date: \_\_\_\_\_

18  
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20 FAIR HOUSING RIGHTS CENTER IN  
21 SOUTHEASTERN PENNSYLVANIA

22 By: \_\_\_\_\_  
23 Angela McIver, CEO

24 Date: \_\_\_\_\_

**Exhibit A**

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The Honorable James L. Robart

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UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

NATIONAL FAIR HOUSING ALLIANCE;  
FAIR HOUSING CENTER OF  
METROPOLITAN DETROIT; FAIR  
HOUSING JUSTICE CENTER; FAIR  
HOUSING RIGHTS CENTER IN  
SOUTHEASTERN PENNSYLVANIA; HOPE  
FAIR HOUSING CENTER; LEXINGTON  
FAIR HOUSING COUNCIL; LONG ISLAND  
HOUSING SERVICES; METROPOLITAN  
MILWAUKEE FAIR HOUSING COUNCIL;  
OPEN COMMUNITIES; and SOUTH  
SUBURBAN HOUSING CENTER,

Plaintiffs,

v.

REDFIN CORPORATION,

Defendant.

No. 2:20-cv-01586-JLR-TLF

STIPULATED MOTION AND  
[PROPOSED] ORDER OF  
DISMISSAL WITH PREJUDICE

**Noted for Consideration:**  
April 29, 2022

**STIPULATED MOTION**

Pursuant to Federal Rule of Civil Procedure 41(a)(2), Local Civil Rule 10(g), and Local Civil Rule 7(d)(1), the parties jointly move the Court for the following relief:

1. Plaintiffs and Redfin have reached an agreement that resolves this litigation, the terms of which are memorialized in the Settlement Agreement attached hereto as Exhibit 1.
2. This action shall be dismissed with prejudice, subject to Paragraphs 3 and 4 below, and without costs or expenses to any party except as specifically provided for in the Settlement Agreement.

1           3.       The Parties jointly request that the Court retain jurisdiction over this action for the  
2 sole purpose of interpreting or enforcing compliance with the terms of the Settlement  
3 Agreement. Pursuant to Paragraph 52 of the Settlement Agreement, the parties will not seek  
4 relief from the Court to resolve disputes until after there has been notice and an opportunity to  
5 cure, followed by third-party mediation. The Court's jurisdiction will automatically terminate  
6 three years after Defendant Redfin has notified Plaintiffs in writing that it has completed the  
7 actions described in Paragraph 2 of the Settlement Agreement.

8           4.       Plaintiffs condition their agreement to dismiss pursuant to this Stipulated Motion  
9 on the Court retaining jurisdiction over this action for the sole purpose of interpreting or  
10 enforcing compliance with the terms of the Settlement Agreement.

11  
12 Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

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**ORDER**

It is SO ORDERED. The Court shall retain jurisdiction over this action for the sole purpose of interpreting or enforcing compliance with the terms of the Settlement Agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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Honorable James L. Robart  
United States District Judge