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UNITED STATES DISTRICT COURT
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 GROUP LLC; REALOGY
SERVICES GROUP LLC; *and* REALOGY
BROKERAGE GROUP LLC (f/k/a NRT
LLC),

Defendants.

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

**DECLARATION OF GEORGE V.
GRANADE IN SUPPORT OF
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: August 28, 2025
Time: 10:00 a.m.
Place: Courtroom 11, 19th Floor
Judge: Honorable James Donato

1 Pursuant to 28 U.S.C. § 1746, I, George V. Granade, declare as follows:

2 1. I am a partner at the law firm of Reese LLP, which is co-counsel for Plaintiffs Sarah
3 Bumpus, Micheline Peker, and Cheryl Rowan and the Classes in the above-captioned action against
4 Anywhere.¹

5 2. I am a member in good standing of the bars of the States of California, New York,
6 and Georgia, as well as the bars of the United States Courts of Appeals for the Ninth Circuit and the
7 Second Circuit and the United States District Courts for the Northern District of California, Southern
8 District of California, Central District of California, Eastern District of California, Northern District
9 of New York, Southern District of New York, Western District of New York, Eastern District of
10 New York, Northern District of Illinois, Southern District of Illinois, Northern District of Georgia,
11 Middle District of Georgia, and District of New Mexico.

12 3. I respectfully submit this declaration in support of Plaintiffs' Motion for Final
13 Approval of Class Action Settlement, filed concurrently herewith.

14 4. The facts set forth in this declaration are based on personal knowledge, and I could
15 competently testify to them if called upon to do so.

16 5. The Parties are in serious disagreement on the merits of this highly technical case.
17 Plaintiffs believe their claims are meritorious and they would prevail if this case proceeded to trial.
18 Realogy contends Plaintiffs' claims are unfounded, denies liability, and has shown a willingness to
19 litigate vigorously. *See, e.g.*, Defs.' Br. Supp. Preliminary Approval 6-12, ECF No. 396 (contending
20 Plaintiffs and the Certified Classes would lose at trial for numerous reasons). If the Parties were to
21 resume litigating this case, Plaintiffs' claims could be dismissed or narrowed by motions *in limine*, at
22 trial, or on appeal. For example, if the Court were to grant Realogy's motion *in limine* to exclude the
23 PhoneBurner and WAVV call logs, or if it declined to admit the Mojo call logs, the complexity and
24 difficulty of prevailing on a classwide basis at trial would be greatly increased. Alternatively, if the jury
25 does not credit Sarah Bumpus's testimony that she told Coldwell Banker agents not to call her back
26 before she received the calls at issue, then she would have an established business relationship with

27 _____
28 ¹ Unless otherwise indicated, capitalized terms are defined in the Settlement Agreement. *See* Decl. Granade Supp. Pls.' Mot. Prelim. Approval, Ex. 1, ECF No. 395-2.

1 Coldwell Banker, which would defeat her claims and the claims of the NDNC Class. The jury could
2 also decide to award the NDNC Class only a de minimis amount in damages on a per violation basis.
3 *See* 47 U.S.C. § 227(c)(5) (providing for “up to \$500” per call). Realogy also would likely make a post-
4 verdict motion to reduce the judgment amount for both Certified Classes based on the Ninth Circuit’s
5 direction in *Wakefield v. ViSalus, Inc.*, 51 F.4th 1109 (9th Cir. 2022) (citing *Golan v. FreeEats.com, Inc.*,
6 930 F.3d 950 (8th Cir. 2019) (affirming district court’s reduction of statutory damages by 98%, from
7 \$500 to \$10 per violation for TCPA violative prerecorded calls)).

8 6. There is risk that class action status may not be maintained through trial.
9 Decertification could occur at or after trial. ECF No. 390.

10 7. Even if Plaintiffs prevailed at trial, any recovery would likely be delayed for a year or
11 more by appeals.

12 8. The Parties have no agreements other than the Settlement Agreement (i.e., they have
13 no supplemental agreements).

14 9. Plaintiffs’ expert Anya Verkhovskaya created an Excel sheet containing a list of all
15 telephone numbers in the Settlement NDNC Class. The Excel sheet is Exhibit A to the Settlement
16 Agreement. On January 18, 2025, I made a copy of the Excel sheet (to preserve the original). The
17 number of calls received by each telephone number in the Settlement NDNC Class is listed in a single
18 column of the Excel sheet. I highlighted all of the numbers of calls in this column for all telephone
19 numbers in the entire sheet. I then used Excel’s “AutoSum” function to have Excel determine the
20 sum of all of the numbers of calls in the column. This revealed that the Settlement NDNC Class
21 received a total of 438,921 calls.

22 10. Plaintiffs’ Counsel are experienced in class action litigation, including TCPA cases, and
23 they have a nuanced understanding of the legal and factual issues involved in this case. Plaintiffs’
24 Counsel fully endorse the Settlement as fair, adequate, and reasonable.

25 I declare under penalty of perjury under the laws of the United States of America that the
26 foregoing is true and correct. Executed on July 24, 2025, at Santa Monica, California.

27 By: /s/ George V. Granade
George V. Granade

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