

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF SOUTH CAROLINA

If you paid a real estate agent to help you sell property in Beaufort or Jasper County between January 14, 2006 and September 17, 2007, you could get a payment from a class action settlement.

A federal court authorized this important notice. This is not a solicitation from a lawyer.

- The settlement resolves a lawsuit over whether certain real estate brokerages violated the antitrust laws of the United States; it avoids the costs and risks to you from continuing the lawsuit; pays money to purchasers of real estate brokerage services; and releases the Multiple Listing Service of Hilton Head Island, Inc. and numerous real estate brokerages and their representatives (collectively, "the Defendants") from liability.
- If you are receiving this notice, you may be entitled to the following relief under the settlement:

If the sale price of your home or lot during the Class Period was between:	Then you are likely entitled to receive:
\$0-\$349,999	\$75
\$350,000-\$649,999	\$125
\$650,000-No Limit	\$215

- Your legal rights are affected whether you act, or don't act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS:	
SUBMIT A CLAIM FORM	This is the only way to get payment.
EXCLUDE YOURSELF FROM THE CLASS	You need to do this if you intend to bring your own lawsuit at your cost against the Defendants about the legal claims in <i>this</i> case. If you exclude yourself, you will receive no payment from the settlement of this case.
OBJECT	If you do not like the settlement, you can submit a formal written objection to the Court.
GO TO A HEARING	If you want to speak to the Court about the fairness of the settlement, you can go to a hearing.
DO NOTHING	If you do nothing, you will not get a payment but you will still give up your right to pursue your own lawsuit against the Defendants.

- These rights and options -- **and the deadlines to exercise them** -- are explained in this notice.
- Payments will be made after all court proceedings are concluded and the settlement becomes final. Please be patient.

BASIC INFORMATION

1. Why did I get this notice package?

You or someone in your family may have purchased real estate brokerage services from one of the following Defendants in connection with the sale of a home or lot, between January 14, 2006 and September 17, 2007:

The Sea Pines Real Estate Co.; Coastal Homes & Land, Inc.; Collins Group Realty, Inc.; Engard Rental Co.; Bruce A. Goff, Inc; Daufuskie Island Resort Realty, LLC; Searchlight Realty; Gateway Realty, LLC; Hilton Head Luxury Properties; Charter 1 Realty & Marketing; William F. Hilton Co.; E.G. Robinson III & Associates Realtors, Inc.; Gina Scott Realty; Julie Toon Pawley Real Estate Broker, Inc.; or CRG Properties, Inc.

You have a right to know about a proposed settlement of a class action lawsuit, and about all of your options, before the Court decides whether to approve the settlement. If the Court approves it and after objections and appeals are resolved, an administrator appointed by the Court will make the payments that the settlement allows.

This package explains the lawsuit, the proposed settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the United States District Court for the District of South Carolina, and the case is known as *Robertson v. Sea Pines Real Estate Companies, Inc., et al.* Case No. 9:10-cv-00095-SB.

2. What is this lawsuit about?

The lawsuit claims that the Defendants conspired to restrain the ability of certain brokerages to compete in the area served by Hilton Head Multiple Listing Service (MLS), which includes the counties of Beaufort, Jasper, Allendale, Bamberg, Barnwell, Colleton, Hampton and Orangeburg. The lawsuit claims that by limiting the ability of certain brokerages to compete effectively for real estate listings, Defendants were able to maintain commission rates in the entire Hilton Head MLS service area at artificially high levels. The Defendants deny that they did anything wrong, and deny that they have liability to any member of the proposed class.

After the parties had engaged in extensive litigation regarding the adequacy of Plaintiffs' allegations, including appeals to the 4th Circuit, the parties began a second round of settlement discussions. The economic issues were highly complex and both sides recognized there was considerable risk of not prevailing at trial. Plaintiffs and Defendants reached this settlement after protracted negotiations that began with mediation before the 4th Circuit's appointed mediator and culminated after weeks of arm's length bargaining in November and December 2012. Plaintiffs and Defendants agree that the resulting settlement is a fair and reasonable resolution of these claims.

3. Why is this a class action?

In a class action, one or more people called Class Representatives (in this case Albert and Frances Robertson, William J. Garrity, III and Garrity Ventures, LLC) sue on behalf of all others who have similar claims (the Class). By proceeding collectively, the Class Members and the Defendants can resolve their issues in a single case. U.S. District Judge Sol Blatt, Jr. is in charge of this Class Action.

WHO IS IN THE SETTLEMENT

To see if you will get money from this settlement, you first have to decide if you are a Class Member.

4. How do I know if I am part of the settlement?

The Court decided that everyone who fits the following description is a Class Member: **All individuals or businesses that purchased defendants' real-estate brokerage services in connection with the sale of a home or lot in the MLS Service Area from January 14, 2006 through September 17, 2007.** The brokerage defendants are Sea Pines Real Estate Companies, Inc., a/k/a The Sea Pines Real Estate Co.; Coastal Homes and Land, Inc. a/k/a Coastal Homes & Land Realty; Collins Group Realty, Inc.; Engard Rental Company, LLC a/k/a Engard Real Estate Co.; Bruce A. Goff, Inc; Daufuskie Island Resort Realty, LLC; Searchlight Realty, Inc. a/k/a Searchlight Realty; Gateway Realty, LLC; Hilton Head Luxury Properties, Inc. a/k/a Prudential Premier Island Properties; Charter 1 Realty & Marketing; The William F. Hilton Company a/k/a William F. Hilton Realty; E.G. Robinson, III and Associates Realtors, Inc. a/k/a E.G. Robinson Real Estate; Gina Scott Realty; Julie Toon Pawley Real Estate Broker, Inc.; and CRG Properties, Inc. a/k/a Carolina Realty Group, Inc.

5. Are there exceptions to being included?

You are not a Class Member if you are or were an officer, director, agent, and/or employee of any of the Defendants. You are not a Class Member if you make a timely election to be excluded from the proposed Class.

6. I'm still not sure if I am included.

If you are still not sure whether you are included, you can ask for free help. You can call 1-866-274-4004 or visit www.strategicclaims.net/seapinessettlement for more information. Or you can fill out and return the claim form described in question 8, to see if you qualify.

THE SETTLEMENT BENEFITS -- WHAT YOU GET

7. What does the settlement provide?

The Defendants have agreed to the following cash payments to Class Members that submit a valid claim form:

If the sale price of your home or lot during the Class Period was between:	Then you are likely entitled to receive:
\$0-\$349,999	\$75
\$350,000-\$649,999	\$125
\$650,000-No Limit	\$215

HOW YOU GET A PAYMENT -- SUBMITTING A CLAIM FORM

8. How can I get a payment?

To qualify for payment, you must send in a claim form. A claim form is attached at the end of this Notice. You may also get a claim form on the internet at www.strategicclaims.net/seapinessettlement. Read the instructions carefully, fill out the form, sign it, and mail it postmarked no later than May 28, 2013 to the Claims Administrator at:

Robertson v. Sea Pines Administrator
c/o Strategic Claims Services
600 N. Jackson Street, Suite 3
Media, PA 19063

9. When would I get my payment?

The Court will hold a hearing on June 11, 2013, to decide whether to approve the settlement. If the Court approves the settlement, after that there may be appeals. Resolving the appeals can take time, perhaps more than a year. Updates on the progress of the settlement will be posted on www.strategicclaims.net/seapinessettlement. Please be patient.

10. What am I giving up to get a payment or stay in the Class?

Unless you exclude yourself, you will remain in the Class. That means you will be part of this case and cannot sue, continue to sue, or be part of any other lawsuit against the Defendants about the legal issues in *this* case. All of the Court's orders in this case will apply to you and legally bind you, which means you will agree to the "Release of Claims," attached to the Settlement Agreement. The Release of Claims provides that once this settlement is final, you cannot bring the legal claims it describes against the Defendants.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment from this settlement, and you want to keep the right to sue or continue to sue the Defendants on your own and at your own expense about the legal issues in *this* case, then you must take steps to get out of this case. This is called excluding yourself -- or is sometimes referred to as opting out of the settlement Class.

11. How do I get out of the settlement?

To exclude yourself from the settlement, you must send a letter by mail saying that you want to be excluded from *Robertson v. Sea Pines Real Estate Companies, Inc., et al.* Case No. 9:10-cv-00095-SB. Be sure to include your name, address, telephone number, signature, name of Defendant from which you purchased real estate services, the address of the property bought or sold, and the date of the sale of the property. You must mail your exclusion request to these two different places postmarked no later than May 28, 2013 to:

COURT

Clerk of Court
U.S. District Court for the
District of South Carolina
Post Office Box 835
Charleston, South Carolina 29402-0835

ADMINISTRATOR

Robertson v. Sea Pines Administrator
c/o Strategic Claims Services
600 N. Jackson Street, Suite 3
Media, PA 19063

If you ask to be excluded, you will not receive any settlement payment, and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) the Defendants in the future.

12. If I exclude myself, can I get money from this settlement?

No. If you exclude yourself, do not send in a claim form to ask for any money.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

The Court approved the law firms of Goldman Scarlato Karon & Penny, P.C., Thurmond Kirchner Timbes & Yelverton, McGowan Hood and Felder LLC, and Reinhardt Wendorf & Blanchfield to represent you and other

Class Members. The Court appointed Goldman Scarlato Karon & Penny, P.C. as Lead Counsel for the Class. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

14. How will the lawyers be paid?

Class counsel spent nearly 1,000 hours litigating this case on behalf of the Plaintiffs and the Class. They also advanced all the costs of litigation. Defendants have agreed to separately reimburse Class counsel \$197,500.00. This amount is considerably less than the amount of time and expenses Class counsel expended in representing Plaintiffs and the Class. Defendants have also agreed to pay Frances Robertson and the estate of Albert Robertson \$5,000 and to pay William J. Garrity, III and Garrity Ventures, LLC \$1,000 to compensate them for their time and effort in representing the Class in this case. These amounts will not affect the payment to any Class Member and do not come out of any funds to which Class Members are otherwise entitled.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not think the settlement is fair or reasonable.

15. What if I don't think the settlement is fair or reasonable?

If you're a Class Member (and chose not to exclude yourself from the Class) and are dissatisfied with the proposed settlement, then you can file a formal objection to the settlement with the Court. If you file an objection, then the Court will consider your views. To object, you must send a letter saying that you object to the settlement of *Robertson v. Sea Pines Real Estate Companies, Inc., et al.* Case No. 9:10-cv-00095-SB and state the specific basis for your objection. Be sure to include your name, address, telephone number, your signature, and the reasons you object to the settlement. Mail the objection to these two different places so that it is received no later than May 28, 2013:

COURT

Clerk of Court
U.S. District Court for the
District of South Carolina
Post Office Box 835
Charleston, South Carolina 29402-0835

CLASS COUNSEL

Brian D. Penny, Esq.
Goldman Scarlato Karon &
Penny, P.C.
101 E. Lancaster Ave, Suite 204
Wayne, PA 19087

16. What's the difference between objecting and excluding yourself?

Objecting is explaining to the Court why you don't think the settlement is fair or reasonable. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you cannot object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the settlement. If you do not exclude yourself from the settlement, then you may attend and you may ask to speak, but you don't have to.

17. When and where will the Court decide whether to approve the settlement?

The Court will hold a Fairness Hearing at 11:00 a.m. on Tuesday, June 11, 2013, in Courtroom 3, 81 Meeting Street, Charleston, SC 29401. At this hearing, the Court will consider whether the settlement is fair, reasonable and adequate. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing. After the hearing, the Court will decide whether to approve the settlement.

18. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. If you send an objection, you do not have to come to the Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not required. If you hire your own lawyer, that lawyer must file a notice of appearance with the Clerk of Court and deliver a copy to Lead Counsel at the address above, and any such notice must be received no later than May 28, 2013.

19. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in *Robertson v. Sea Pines Real Estate Companies, Inc., et al.* Case No. 9:10-cv-00095-SB." Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be received no later than May 28, 2013, and be sent to the Clerk of Court and Class Counsel at the addresses shown in question 15. You cannot speak at the hearing if you exclude yourself.

IF YOU DO NOTHING

20. What happens if I do nothing at all?

If you do not submit a claim form, then you will not get any money from this settlement.

GETTING MORE INFORMATION

21. Are there more details about the settlement?

Yes. This notice summarizes the proposed settlement. More details are in a Settlement Agreement. You can get a copy of the Settlement Agreement by writing to Brian D. Penny, Esq., Goldman Scarlato Karon & Penny, P.C., 101 E. Lancaster Ave., Suite 204, Wayne, PA 19087; email penny@gskplaw.com, or visiting www.strategicclaims.net/seapinessettlement.

22. How do I get more information?

You can call 1-866-274-4004 toll free, or write to Brian Penny at the address or email address in question 21, or visit the website www.strategicclaims.net/seapinessettlement, where you will find answers to common questions about the settlement.

CLAIM FORM

Name		
Address		
City	State	ZIP
Phone Number	Email Address	

I am a Class Member and wish to remain in the Class and share in the settlement fund.

I paid the following real estate agents/brokers for brokerage services in connection with the following real estate transactions in _____ counties between January 14, 2006 and September 17, 2007.

<u>Agent/Broker</u>	<u>Property Address</u>	<u>Date of Property Sale</u>

I affirm that the information set forth above is true and accurate to the best of my knowledge.

Signature: _____

Date: _____

Robertson v. Sea Pines Administrator
c/o Strategic Claims Services
600 N. Jackson Street, Suite 3
Media, PA 19063

Mail Id:
Name
Address
City, State Zip