

STATE OF CALIFORNIA
Department of Industrial Relations
Labor Commissioner's Office
 1515 Clay St, Ste 801
 Oakland, CA 94612
 Email: laborcomm.wca.oak@dir.ca.gov
 Fax: (510) 622-3257



PLAINTIFF:
Michael Lissack
14 STRATFORD ROAD
MARBLEHEAL, MA 01945

DEFENDANT:
RealHomes Services and Solutions dba Owners.com,
 1000 Abernathy Rd, Suite 245
 Atlanta, GA 30328-5604

State Case Number
WC-CM-594863-JL

NOTICE OF CLAIM AND CONFERENCE

ALL PARTIES in the above matter **ARE TO APPEAR** for a conference to be held in the Office of the State Labor Commissioner as follows:

PLACE: 1515 Clay St, Ste 801, Oakland, CA 94612
DATE: Thursday, March 28, 2019
TIME: 3:00 PM

The purpose of this conference is to discuss the validity and to settle the claim filed with this Division by the Plaintiff shown above alleging non-payment of:

CLAIM	Amount Earned or Accrued	Less Amount Paid	Balance Due
REGULAR WAGES -- From 12/27/17 through 4/26/18, plaintiff claims regular wages earned ((Total amount claimed is the only information given))	\$10,548.00		\$10,548.00
OVERTIME -- Any work in excess of 8 hours per day, any work in excess of 40 hours per week, and the first 8 hours worked on the seventh consecutive day of work in any workweek must be compensated at the applicable overtime rate of pay. (See Labor Code Section 510) From 12/27/17 through 4/26/18, plaintiff claims wages earned for overtime hours worked, based on a variable regular rate of pay.	\$8,285.00		\$8,285.00
WAITING TIME PENALTIES -- If an employer willfully fails to pay, in accordance with the Labor Code, any wages of an employee who is discharged or quits, the wages of the employee continue as a penalty from their due date at the same rate until paid, up to a maximum of 30 days. (See Labor Code Section 203) Plaintiff claims waiting time penalties which accrued or are still accruing at the rate of pay of \$80.00 per day until paid, up to a maximum of 30 days. Daily rate of pay is calculated as follows: 8 regular hours at \$10.00 per hour = \$80.00.			
TOTAL CLAIMED			\$18,833.00

This notice constitutes demand on behalf of the Plaintiff that all wages due be mailed immediately to the Labor Commissioner at the address listed above.

While this claim is before the Labor Commissioner, you are required under Labor Code Section 98(a) to notify the Labor Commissioner in writing of any change in your business or personal address within 10 days after any change occurs.

A document detailing the amount(s) due may be attached. Claim amounts may be approximate and subject to modifications as the claim proceeds. In addition, the employer may be subject to penalties due to the State of California, which may be assessed pursuant to Labor Code Section 210, 225.5 and 226.8.

IF THIS CLAIM IS NOT SETTLED, IT may BE RESOLVED AS PROVIDED BY SECTION 98 of the Labor Code which includes the accrual of interest pursuant to Labor Code Section(s) 98.1(c), 1194.2 and/or 2802(b).

WITNESSES & OBSERVERS ARE NOT PERMITTED AT CONFERENCES

PLAINTIFF: Please bring any supporting material you have, including books, payroll records, time records or other documents that may have bearing on this matter. Also, W-2 forms of the Defendant; check stubs; documentation showing any and all legal names your employer/company uses; and any documentation to support your claim such as company policies and written correspondence pertaining to your claim.

NOTICE DATE: January 23, 2019

Jason Lawless
Deputy Labor Commissioner
(510) 622-3274

BUREAU OF FIELD ENFORCEMENTSTATE OF CALIFORNIA-DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STANDARDS ENFORCEMENT**OFFICE USE ONLY**

TAKEN BY: _____ DATE FILED: _____ INDUSTRY: _____

Please print legibly or type. Fill out this form if you would like to report a widespread violation of workplace laws (e.g., wage and hour, child labor, workers' compensation, or recordkeeping laws) by an employer that affects all or a group of employees working for the employer. If you are claiming only unpaid wages on behalf of yourself and do not wish to report a widespread violation of the law by your employer that also affects other workers, then fill out the DLSE Form 1 (Initial Report or Claim) to file an individual wage claim, instead of this form.

REPORT OF LABOR LAW VIOLATION**SECTION 1. REPORTING PARTY (INDIVIDUAL OR REPRESENTATIVE)**

NAME OF REPORTING PARTY: _____ IF INTERPRETER IS NEEDED, INDICATE LANGUAGE: _____

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

HOME PHONE: (____) _____ CELL/OTHER PHONE: (____) _____ E-MAIL (if available): _____

If you are represented by a lawyer or other advocate, enter your ADVOCATE and ORGANIZATION information:

NAME: _____ ORGANIZATION NAME: _____

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

HOME PHONE: (____) _____ CELL/OTHER PHONE: (____) _____ E-MAIL (if available): _____

SECTION 2. EMPLOYER REPORTED

EMPLOYER BUSINESS NAME: _____

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

PHONE: (____) _____ TYPE OF BUSINESS: _____ TOTAL EMPLOYEES: _____

ENTITY TYPE: ☒ CORPORATION ☐ INDIVIDUAL ☐ PARTNERSHIP ☐ LLC ☐ LLP ☐ OTHER (explain): _____

OWNER'S NAME: _____ NAME AND JOB TITLE OF PERSON IN CHARGE: _____

	ADDRESS CITY, STATE, ZIP	EMPLOYER STILL OPERATING THERE?	BUSINESS HOURS	TOTAL EMPLOYEES
EMPLOYER'S MAIN WORK LOCATION		<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> UNKNOWN		
OTHER WORK LOCATION (if any, whether or not you worked there)		<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> UNKNOWN		
OTHER WORK LOCATION (if any, whether or not you worked there)		<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> UNKNOWN		

IS THE EMPLOYER COVERED BY WORKERS' COMPENSATION INSURANCE? ☐ YES ☐ NO ☐ UNKNOWNIS THERE A UNION CONTRACT? ☐ YES ☐ NO DID YOUR JOB INVOLVE PUBLIC WORKS? ☐ YES ☐ NO

EMPLOYER'S VEHICLE LICENSE PLATE NUMBER: _____

SECTION 3. WORK HOURS AND WAGESDO YOU OR DID YOU WORK FOR THE EMPLOYER? ☐ YES ☐ NO IF "YES":DATE OF HIRE: ____/____/____ LAST DAY OF WORK (if applicable): ____/____/____ ☐ QUIT ☐ FIRED ☐ STILL EMPLOYEDDID THE EMPLOYER DESIGNATE WHAT TIME THE WORKDAY BEGAN FOR EMPLOYEES? ☐ YES ☐ NO ☐ DON'T KNOW IF "YES":WHAT TIME DID THE EMPLOYER DESIGNATE? ____ ☐ AM ☐ PMDID THE EMPLOYER DESIGNATE WHICH DAY OF THE WEEK THE WORKWEEK BEGAN? ☐ YES ☐ NO ☐ DON'T KNOW IF "YES":WHAT DAY DID THE EMPLOYER DESIGNATE? ☐ SUNDAY ☐ MONDAY ☐ TUESDAY ☐ WEDNESDAY ☐ THURSDAY ☐ FRIDAY ☐ SATURDAYWHAT IS THE **NORMAL OR STANDARD WORK SCHEDULE** FOR EMPLOYEES DURING THE WEEK? PROVIDE YOUR BEST ESTIMATE OF THE START AND END TIMES AND NUMBER OF HOURS WORKED FOR EACH WORK DAY. (If employees did not work standard schedules, skip to the next question.)

SUNDAY	START TIME: ____ <input type="radio"/> AM <input type="radio"/> PM	END TIME: ____ <input type="radio"/> AM <input type="radio"/> PM	HOURS WORKED: ____	TOTAL HOURS WORKED PER WEEK:
MONDAY	START TIME: ____ <input type="radio"/> AM <input type="radio"/> PM	END TIME: ____ <input type="radio"/> AM <input type="radio"/> PM	HOURS WORKED: ____	
TUESDAY	START TIME: ____ <input type="radio"/> AM <input type="radio"/> PM	END TIME: ____ <input type="radio"/> AM <input type="radio"/> PM	HOURS WORKED: ____	
WEDNESDAY	START TIME: ____ <input type="radio"/> AM <input type="radio"/> PM	END TIME: ____ <input type="radio"/> AM <input type="radio"/> PM	HOURS WORKED: ____	
THURSDAY	START TIME: ____ <input type="radio"/> AM <input type="radio"/> PM	END TIME: ____ <input type="radio"/> AM <input type="radio"/> PM	HOURS WORKED: ____	
FRIDAY	START TIME: ____ <input type="radio"/> AM <input type="radio"/> PM	END TIME: ____ <input type="radio"/> AM <input type="radio"/> PM	HOURS WORKED: ____	
SATURDAY	START TIME: ____ <input type="radio"/> AM <input type="radio"/> PM	END TIME: ____ <input type="radio"/> AM <input type="radio"/> PM	HOURS WORKED: ____	

SECTION 3. WORK HOURS AND WAGES (continued)DO EMPLOYEES WORK DIFFERENT SCHEDULES OR IRREGULAR HOURS SO YOU CANNOT PROVIDE A STANDARD WORK SCHEDULE? ☐ YES ☐ NO

IF "YES," BRIEFLY DESCRIBE THE DIFFERENT SCHEDULES OR IRREGULAR WORK HOURS AS BEST AS YOU CAN: _____

WHEN IS THE NORMAL OR STANDARD SCHEDULED MEAL PERIOD FOR EMPLOYEES?

START TIME: _____ ☐ AM ☐ PM END TIME: _____ ☐ AM ☐ PM ☐ THERE IS NO STANDARD SCHEDULED MEAL PERIODWHAT IS THE AVERAGE LENGTH OF TIME FOR AN EMPLOYEE'S MEAL PERIOD? _____ ☐ MINUTES ☐ HOURS

WHO SET THE WORK SCHEDULE? (FULL NAME AND JOB TITLE/POSITION): _____

WHAT DAY IS PAY DAY? ☐ DAILY☐ WEEKLY ON _____ ☐ BI-WEEKLY ON (Once every two weeks) _____☐ MONTHLY ON _____ ☐ SEMI-MONTHLY ON (Twice a month) _____

WHO PAYS EMPLOYEES? (FULL NAME AND JOB TITLE/POSITION): _____

ARE EMPLOYEES PAID BY THE HOUR? ☐ YES ☐ NO IF "YES," HOW MUCH? \$ _____ PER HOUR

VARIES (EXPLAIN): _____

ARE EMPLOYEES PAID A FIXED AMOUNT OF WAGES (OR SALARY), REGARDLESS OF THE NUMBER OF HOURS WORKED? ☐ YES ☐ NOIF "YES," HOW MUCH? \$ _____ ☐ PER DAY ☐ PER WEEK ☐ EVERY 2 WEEKS ☐ SEMI-MONTHLY ☐ MONTHLY

VARIES (EXPLAIN): _____

ARE EMPLOYEES PAID BY PIECE RATE? ☐ YES ☐ NO IF "YES," HOW MUCH? \$ _____ PER (Describe Unit) _____

PIECE RATES VARY (EXPLAIN): _____

HOW ARE EMPLOYEES PAID? ☐ CHECK ☐ CASH☐ BOTH CHECK & CASH ☐ OTHER METHOD (EXPLAIN): _____☐ METHOD OF PAYMENT VARIES PER EMPLOYEE OR JOB POSITION (EXPLAIN): _____IF EMPLOYEES ARE PAID IN CASH, DOES THE EMPLOYER KEEP CASH PAYMENT RECORDS OR LOGS? ☐ YES ☐ NO ☐ DON'T KNOWDOES THE EMPLOYER KEEP TIME RECORDS OF HOURS WORKED BY EMPLOYEES? ☐ YES ☐ NO ☐ DON'T KNOWWHAT LANGUAGES ARE SPOKEN BY EMPLOYEES? ☐ ENGLISH ☐ SPANISH ☐ MIXTEC ☐ TRIQUE ☐ CANTONESE ☐ MANDARIN ☐ KOREAN
☐ VIETNAMESE ☐ TAGALOG ☐ CAMBODIAN ☐ HMONG ☐ THAI ☐ PUNJABI ☐ HINDI ☐ RUSSIAN ☐ OTHER: _____**SECTION 4. SUSPECTED VIOLATIONS OF EMPLOYER***The boxes below describe conduct by an employer that violates the law. Please put a check mark in the box(es) if the employer engages in, or any employee or employees have experienced, any of the following violations:*☐ **NO WORKERS' COMPENSATION INSURANCE**☐ **CHILD LABOR VIOLATIONS:**

- ☐ No valid work permit(s)
- ☐ No valid entertainment work permit(s)
- ☐ Minor(s) work excessive or prohibited hours
- ☐ Minor(s) work in hazardous conditions

Estimated number of minors affected: _____

☐ **MINIMUM WAGE VIOLATIONS:**

- ☐ Paid below minimum wage
- ☐ Not paid at all for overtime hours worked
- ☐ Not paid for all hours worked, including unpaid travel time and try-out time
- ☐ Paycheck issued with insufficient funds
- ☐ Asked employee to pay back wages paid
- ☐ No split shift premium pay

Estimated number of employees affected: _____

☐ **OVERTIME VIOLATIONS:**

- ☐ Not paid daily overtime for hours worked over 8 hours per day (or 10 hours per day for farmworkers)
- ☐ Not paid weekly overtime for hours worked over 40 hours per week
- ☐ Not paid double time for hours worked over 12 hours per day
- ☐ Not paid overtime for working on the 7th consecutive workday in a workweek

Estimated number of employees affected: _____

SECTION 4. SUSPECTED VIOLATIONS OF EMPLOYER (continued)

☐ OTHER UNPAID WAGES:

- ☐ Wages are not paid at the contracted rate
- ☐ No reporting time premium pay
- ☐ No premium pay for missing meal or rest periods

Estimated number of employees affected: _____

☐ PAY STUB VIOLATIONS:

- ☐ Paid by check or cash without an itemized wage deduction statement
- ☐ Itemized wage deduction statement provided but not accurate and/or incomplete
- ☐ Itemized wage deduction statement not provided at least semi-monthly

Estimated number of employees affected: _____

☐ MEAL PERIOD VIOLATIONS:

- ☐ 30-minute off-duty meal period not provided by the end of the 5th hour of work
- ☐ Second 30-minute off-duty meal period not provided when working more than 10 hours
- ☐ Meal period provided but less than 30 minutes

Estimated number of employees affected: _____

☐ REST BREAK VIOLATIONS:

- ☐ For work days between 3.5 hours and up to 6 hours per day, not allowed to take a 10-minute rest break
- ☐ For work days of more than 6 hours and up to 10 hours per day, not allowed to take two 10-minute rest breaks
- ☐ For work days of more than 10 hours and up to 14 hours per day, not allowed to take three 10-minute rest breaks

Estimated number of employees affected: _____

☐ PAY DATE VIOLATIONS:

- ☐ No fixed pay date
- ☐ Late payment of wages

Estimated number of employees affected: _____

☒ RECORD KEEPING VIOLATIONS:

- ☐ Daily time records are not kept or inaccurate
- ☐ Payroll records are not kept or inaccurate
- ☒ No notice to new hires (under Labor Code Section 2810.5)

☒ BUSINESS EXPENSE VIOLATIONS:

- ☐ Uniforms not reimbursed or illegally charged to employees
- ☒ Tools, supplies or equipment not reimbursed or illegally charged to employees
- ☐ Illegal charges for cash shortages, breakage, or loss of equipment

Estimated number of employees affected: _____

☒ FAILURE TO POST:

- ☒ Applicable Industrial Welfare Commission Order not posted
- ☒ Minimum Wage Order 2001 not posted
- ☒ Pay day notice not posted
- ☒ Workers' compensation insurance notice not posted
- ☐ Rate of compensation not posted (for farmworkers only)

☒ MISCLASSIFICATION:

- ☒ Employees misclassified as independent contractors
- ☐ Salaried employees misclassified as exempt employees

Estimated number of employees affected: 60

☐ LICENSING/REGISTRATION VIOLATIONS:

- ☐ Unlicensed construction contractor
- ☐ Contracted with unlicensed construction contractor
- ☐ Unlicensed farm labor contractor
- ☐ Unregistered garment contractor or manufacturer
- ☐ Unregistered car wash

☐ FAILURE TO PROVIDE LACTATION ACCOMMODATIONS

Estimated number of employees affected: _____

☒ OTHER VIOLATIONS (briefly explain):

Running an unsupervised real estate brokerage

Estimated number of employees affected: 60

Please provide any other information about your complaint that you believe is important for the Labor Commissioner to know:

Please see items attached

Please provide the following information for any minors under the age of 18 who work for the employer:

FULL NAME (first and last name, and any "nick" names)	AGE	JOB POSITION/ TYPE OF WORK PERFORMED	NORMAL WORK SCHEDULE	HOW WAS THE MINOR PAID (by check, in cash, both cash and check, or other method)?

MAY YOUR NAME BE USED IN AN INVESTIGATION? ☒ YES ☐ NO

DO YOU WANT DLSE TO KEEP YOUR NAME AND CONTACT INFORMATION CONFIDENTIAL? * ☐ YES ☒ NO

I HEREBY CERTIFY THAT THE INFORMATION ABOVE IS A TRUE STATEMENT TO THE BEST OF MY KNOWLEDGE.

SIGNED: _____ DATE: June 25, 2018

PRINT NAME: Michael R. Lissack

* DLSE will maintain confidentiality as appropriate in each case and to the extent provided for under the law. Information may need to be released in some cases.

Owners.com misclassification of employees as independent contractors

Applying item A of the Dynamex Test

The worker is free from control and direction of the hirer in connection with the performance of the work, both under the contract for the performance of work and in fact.

Owners.com exercises almost complete control and direction with regard to the performance of the work. Agents are supplied with leads (and discouraged from developing their own) and then told who to contact, when, what to say, and are monitored at each step in the process through what is called the Owner.com Agent App (a mobile phone app). Failure to follow the prescribed steps results in coaching or intervention from the Owners.com central office. Owners.com agents are prohibited by contract from conducting their own marketing (a prohibition many ignore), prohibited from having their own websites (again ignored by many), prohibited from representing a client in a transaction where there already exists an Owners.com relationship (despite the fact that such representation is standard industry practice and the State of California having strict rules about how this is to be conducted), prohibited from working on commercial transactions, and prohibited from maintaining brokerage relationships in other states with other brokers. Strangely owners.com exercises this direction and control NOT through the established qualifying broker under whose license an individual agent's own license is held -- but rather through unlicensed personnel in the central office (please see example job description attached). Owners.com management repeatedly tells employees that the independent contractor classification is appropriate "because" the requirements about following Owners.com central offices directions are contained in an appendix and not in the main agreement.

Applying the S.G. Borello test factors:

1. *Whether the person performing services is engaged in an occupation or business distinct from that of the principal;*

Owners.com operates several real estate brokerage businesses.

2. *Whether or not the work is a part of the regular business of the principal or alleged employer;*

The work Owners.com delegates to its agents is work also performed by its employees – the work cannot be distinguished except by time and location of performance.

3. *Whether the principal or the worker supplies the instrumentalities, tools, and the place for the person doing the work;*

Owners.com insists that all agents transact their business through the Owners.com supplied mobile app and software, Owners.com refuses to allow agents to do their own marketing or have their own websites (see independent services agreement copy attached). Owners.com insists that agents service all leads supplied to them by Owners.com regardless of whether those leads match the agents desired customer profile.

4. *The alleged employee's investment in the equipment or materials required by his or her task or his or her employment of helpers;*

Owners.com main recruitment pitch to agents is that they no longer need to invest money into their real estate business -- Owners.com will do it for them.

5. *Whether the service rendered requires a special skill;*

Real estate services require a real estate license. Owners.com's agreement with the agents precludes them from making use of the full skill set at their disposal. At almost every other firm, agents serve as designated agents with no fiduciary responsibilities to their clients – an arrangement which allows two agents from the same firm to represent each side of a transaction. Owners.com prohibits this and will only allow the FIRM to represent one side of a given transaction – precluding agents from servicing clients on the other side of such a transaction. Owners.com prohibits its agents from working on Hubzu.com transaction and on commercial transactions. The skill set of the agents is narrowed and restricted in use to what owners.com allows.

6. *The kind of occupation, with reference to whether, in the locality, the work is usually done under the direction of the principal or by a specialist without supervision;*

Owners.com's insistence that all activities take place through the onwers.com agent app means that agents are being continually monitored by the Owners.com main office regarding how they process clients and transactions. Agents are not allowed to deviate from the "Owners.com way" of doing things. Owners.com even schedules appointments for the agents directly in their calendars without asking for consent. Agents are micro-managed by the Owners.com central office.

7. *The alleged employee's opportunity for profit or loss depending on his or her managerial skill;*

Because of the micromanagement from Owners.com's central office the opportunity for the agents to exercise their managerial skills is highly limited. The requisite managerial skill instead seems to be how well can the agent hide what they are doing from the central office.

8. *The length of time for which the services are to be performed;*

Owners.com demands that agents respond to tasks within five minutes of their being assigned, and to accept appointments as the central office may dictate. The length of time for a client relationship will vary by client.

9. *The degree of permanence of the working relationship;*

Despite the fact that real estate is a state by state regulated industry Owner.com demands that if an agent has a relationship with Owners.com that that relationship be exclusive nationwide.

Regional Field Sales Leader - 100+ person team

Company Name [Owners.com](https://www.owners.com) Company Location 1000 Abernathy Rd, Atlanta, GA 30328, US

Posted Date Posted 2 days ago Number of views 174 views

Save Save Regional Field Sales Leader - 100+ person team at Owners.com

Easy Apply Apply to Regional Field Sales Leader - 100+ person team at Owners.com

Job description

ARE YOU READY TO WORK AT [OWNERS.COM](https://www.owners.com)?

- Are you a leader with proven experience inspiring and managing large teams across multiple markets?
- Do you have a 'get it done' attitude that is infectious to everyone you work with?
- Are you interested in disrupting the real estate industry at a start-up embedded within billion-dollar company?

If so, nice to meet you; we are Owners.com! We are seeking an experienced, driven, and tech-savvy Regional Sales Leader to join our rapidly-growing, startup-like team to help take us to the next level of awesome. The Regional Sales Leader will operate primarily out of our Atlanta (Sandy Springs) office while overseeing a territory comprising of over 100 field-based Team Leads and Active Real Estate Agents. We are looking for someone with experience managing a large field sales team.

Location: Sandy Springs, GA (Metro Atlanta)

Travel: Less than 20%

Reporting to: Head of National Sales

WHAT YOU GET TO DO

- Drive the complete funnel for your team from the opportunity to offer by leveraging our inside sales teams, coaches and team leads
- Review agent metrics on daily basis and foster an 'ownership mentality' with agents as necessary to ensure 'calls to action' and overall sales targets are met
- Utilize data to identify underperforming areas to intervene quickly to achieve target goals
- Utilize world-class technology and our proprietary agent app to help our agents meet more customers, deliver a highly differentiated customer experience, and close more homes.
- Analyze and effectively communicate feedback from the team to key internal stakeholders to improve and hone our product offering
- Less than 20% travel your territory

WHAT ABOUT YOU?

- Experienced managing a large sales team across different geographic locations and markets (real estate experience NOT required; our group runs more like a traditional sales function) with a 'get it done' attitude that rubs off on others
- Strong critical thinker able to drive data-driven decisions
- Process-oriented sales performance management approach
- Exceptional ability to build rapport on the interpersonal level rapidly able to condense a complex set of actions into a clear and compelling vision for your team

WORKING AT [OWNERS.COM](https://www.owners.com)

PROSPERITY

- Competitive base salaries
- PLUS, Performance-Related Bonus Potential – if you go above and beyond, you should be rewarded!
- 401k plans with company matching - we want to empower you to further your career, and prepare for retirement!

GOOD HEALTH

- Comprehensive Medical, Dental, and Vision insurance plans
- Tax-free Flexible Spending Account
- Life insurance, short-term, and long-term disability

AND HAPPINESS

- Paid holidays, plus 19 days PTO first year for a total of 28 paid days off per year!
- Free snacks, drinks and coffee! Who doesn't love free food?
- Plenty of employee engagement activities including sporting events, happy hours, and other fun team-building activities
- Opportunities to join our community service initiatives, including Habitat for Humanity
- Employee Discounts on movie tickets, Verizon cell phone service, Microsoft Office, and more!

Are you up to the challenge? What are you waiting for? Apply today!

Contact the job poster

Tara Crabbe 2nd

Talent Acquisition Partner, Corporate at Owners.com

Job Poster Location

Greater Atlanta Area

Premium

Send InMail

Seniority Level

Mid-Senior level

CLEAR

PRINT

Initial Report or Claim

PLEASE PRINT OR TYPE ALL INFORMATION

Refer to the accompanying Guide to assist you in filling out this form.

FOR OFFICE USE ONLY		
Taken by:	Office:	Case #:
Date filed:	SIC #:	
RCI Complaint: <input type="checkbox"/> YES <input type="checkbox"/> NO	Action:	

PRELIMINARY QUESTIONS

1. Is your claim about a public works project ? [If your answer is "YES," STOP here, DO NOT FILL OUT THIS FORM, and fill out the "PW-1" claim form instead. If your answer is "NO," proceed with this form.]	
2. Have you filed a retaliation complaint against your employer with the Labor Commissioner? <input type="checkbox"/> YES, on: ____/____/____ <input checked="" type="checkbox"/> NO [If you have been retaliated against, you may file a retaliation complaint by filling out another form, "DLSE FORM 205."]	
3. Is there a union contract covering your employment ? <input type="checkbox"/> YES [If "YES," attach a copy of the Collective Bargaining Agreement.] <input checked="" type="checkbox"/> NO	
4. Are other employees also filing wage claims against your employer? <input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> I DON'T KNOW	

Part 1: LANGUAGE ASSISTANCE & REPRESENTATION

5a. Do you need an interpreter? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	5b. If you checked "YES" to Box 5a, enter the language needed		
6a. If you are being assisted with your claim by a lawyer or other advocate, enter your ADVOCATE'S NAME and ORGANIZATION		6b. ADVOCATE'S PHONE ()	
6c. Your ADVOCATE'S MAILING ADDRESS (Number, Street, Floor, Suite)		CITY	STATE ZIP CODE

Part 2: YOUR INFORMATION

7. Your FIRST NAME Michael	8. Your LAST NAME Lissack	9. HOME PHONE (617) 7109565	10. OTHER PHONE ()	11. BIRTH DATE 08/05/58
12. Your MAILING ADDRESS (Street Number, Street Name, Apartment Number) 14 Stratford Rd		CITY Marblehead	STATE MA	ZIP CODE 01945

Part 3: CLAIM FILED AGAINST (EMPLOYER INFORMATION)

13. EMPLOYER / BUSINESS NAME(S) RealHomes Services and Solutions dba Owners.com		14. EMPLOYER'S VEHICLE LICENSE PLATE #		15. EMPLOYER PHONE (404) 5995031	
16. ADDRESS of EMPLOYER / BUSINESS (Street Number, Street Name, Floor, Suite): 1000 Abernathy Rd, Suite 245		CITY Atlanta		STATE GA	ZIP CODE 30328-5604
17. ADDRESS where you worked, if different from Box 16 (Number, Street, Floor, Suite): 968 Grizzly Peak Blvd		CITY Berkeley		STATE CA	ZIP CODE 94608
18. NAME of PERSON IN CHARGE (First Name, Last Name) Phil Karp		19. JOB TITLE / POSITION of PERSON IN CHARGE Senior Manager, Brokerage Services			
20. TYPE OF BUSINESS Real Estate	21. TYPE OF WORK PERFORMED Marketing	22. TOTAL NUMBER OF EMPLOYEES 400	23. EMPLOYER STILL IN BUSINESS? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> DON'T KNOW		
24. Check which box describes your employer, if you know: <input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LLC <input type="checkbox"/> LLP					

PRINT YOUR NAME: Michael Lissack

Part 4: FINAL WAGES / BOUNCED CHECKS

25. DATE OF HIRE <div style="display: flex; justify-content: space-between; width: 100%;"> 12 / 27 / 18 </div> <div style="display: flex; justify-content: space-between; width: 100%; font-size: small;"> Month Day Year </div>	26. Check which box applies to you: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Still working for employer <input checked="" type="checkbox"/> QUIT on <u>4</u> / <u>26</u> / <u>18</u> <div style="display: flex; justify-content: space-between; width: 100%; font-size: small;"> Month Day Year </div> </div> <div> <input type="checkbox"/> DISCHARGED on ____ / ____ / ____ <div style="display: flex; justify-content: space-between; width: 100%; font-size: small;"> Month Day Year </div> </div> </div> <input type="checkbox"/> Other (specify): _____
27a. If you QUIT , did you give 72 hours notice before quitting? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	27b. If you QUIT , have you received your final payment of wages including all wages owed? <div style="display: flex; justify-content: space-between;"> <input type="checkbox"/> YES, on: ____ / ____ / ____ <div style="display: flex; justify-content: space-between; width: 100%; font-size: small;"> Month Day Year </div> </div> <input checked="" type="checkbox"/> NO
28. If you were DISCHARGED , have you received your final payment of wages including all wages owed? <div style="display: flex; justify-content: space-between;"> <input type="checkbox"/> YES, on: ____ / ____ / ____ <div style="display: flex; justify-content: space-between; width: 100%; font-size: small;"> Month Day Year </div> </div> <input type="checkbox"/> NO	
29a. How were your wages paid? <input type="checkbox"/> BY CHECK <input type="checkbox"/> BY CASH <input type="checkbox"/> BY BOTH CASH & CHECK <input checked="" type="checkbox"/> OTHER: <u>direct deposit</u>	29b. If paid by check, did any of your paychecks "bounce" (for example, paycheck could not be cashed because employer has insufficient funds)? <input type="checkbox"/> YES <input type="checkbox"/> NO

Part 5: HOURS YOU TYPICALLY WORKED

30. Check which box applies: ☒ My work hours and days of work were usually the same each week that I worked.

☐ My work hours and/or days of work varied per week or were irregular. **If you checked this box and you are claiming unpaid wages or meal and rest period violations, you should also fill out and submit the DLSE FORM 55.**

31. If your work hours and days of work were usually the same each week, give your **BEST ESTIMATE** below of the hours you usually worked and any time you took for a duty-free meal period during your **TYPICAL workweek**. **DO NOT fill this out if your work hours were too irregular to estimate a typical or average workweek (instead fill out the DLSE Form 55).**

	TIME WORK STARTED	TIME WORK ENDED	1st MEAL START TIME (if applicable)	1st MEAL END TIME (if applicable)	2nd MEAL START TIME (if applicable)	2nd MEAL END TIME (if applicable)	ONLY IF YOU WORKED A SPLIT SHIFT:	
DAY 1 of your workweek:	08:00 <input checked="" type="checkbox"/> am <input type="checkbox"/> pm	08:00 <input type="checkbox"/> am <input checked="" type="checkbox"/> pm	<input type="checkbox"/> am <input type="checkbox"/> pm	<input type="checkbox"/> am <input type="checkbox"/> pm	<input type="checkbox"/> am <input type="checkbox"/> pm	<input type="checkbox"/> am <input type="checkbox"/> pm	1st shift ended at <input type="checkbox"/> am <input type="checkbox"/> pm	2nd shift started at <input type="checkbox"/> am <input type="checkbox"/> pm
DAY 2 of your workweek:	08:00 <input checked="" type="checkbox"/> am <input type="checkbox"/> pm	08:00 <input type="checkbox"/> am <input checked="" type="checkbox"/> pm	<input type="checkbox"/> am <input type="checkbox"/> pm	<input type="checkbox"/> am <input type="checkbox"/> pm	<input type="checkbox"/> am <input type="checkbox"/> pm	<input type="checkbox"/> am <input type="checkbox"/> pm	1st shift ended at <input type="checkbox"/> am <input type="checkbox"/> pm	2nd shift started at <input type="checkbox"/> am <input type="checkbox"/> pm
DAY 3 of your workweek:	08:00 <input checked="" type="checkbox"/> am <input type="checkbox"/> pm	08:00 <input type="checkbox"/> am <input checked="" type="checkbox"/> pm	<input type="checkbox"/> am <input type="checkbox"/> pm	<input type="checkbox"/> am <input type="checkbox"/> pm	<input type="checkbox"/> am <input type="checkbox"/> pm	<input type="checkbox"/> am <input type="checkbox"/> pm	1st shift ended at <input type="checkbox"/> am <input type="checkbox"/> pm	2nd shift started at <input type="checkbox"/> am <input type="checkbox"/> pm
DAY 4 of your workweek:	08:00 <input checked="" type="checkbox"/> am <input type="checkbox"/> pm	08:00 <input type="checkbox"/> am <input type="checkbox"/> pm	<input type="checkbox"/> am <input type="checkbox"/> pm	<input type="checkbox"/> am <input type="checkbox"/> pm	<input type="checkbox"/> am <input type="checkbox"/> pm	<input type="checkbox"/> am <input type="checkbox"/> pm	1st shift ended at <input type="checkbox"/> am <input type="checkbox"/> pm	2nd shift started at <input type="checkbox"/> am <input type="checkbox"/> pm
DAY 5 of your workweek:	08:00 <input checked="" type="checkbox"/> am <input type="checkbox"/> pm	08:00 <input type="checkbox"/> am <input type="checkbox"/> pm	<input type="checkbox"/> am <input type="checkbox"/> pm	<input type="checkbox"/> am <input type="checkbox"/> pm	<input type="checkbox"/> am <input type="checkbox"/> pm	<input type="checkbox"/> am <input type="checkbox"/> pm	1st shift ended at <input type="checkbox"/> am <input type="checkbox"/> pm	2nd shift started at <input type="checkbox"/> am <input type="checkbox"/> pm
DAY 6 of your workweek:	08:00 <input checked="" type="checkbox"/> am <input type="checkbox"/> pm	08:00 <input type="checkbox"/> am <input type="checkbox"/> pm	<input type="checkbox"/> am <input type="checkbox"/> pm	<input type="checkbox"/> am <input type="checkbox"/> pm	<input type="checkbox"/> am <input type="checkbox"/> pm	<input type="checkbox"/> am <input type="checkbox"/> pm	1st shift ended at <input type="checkbox"/> am <input type="checkbox"/> pm	2nd shift started at <input type="checkbox"/> am <input type="checkbox"/> pm
DAY 7 of your workweek:	08:00 <input checked="" type="checkbox"/> am <input type="checkbox"/> pm	08:00 <input type="checkbox"/> am <input checked="" type="checkbox"/> pm	<input type="checkbox"/> am <input type="checkbox"/> pm	<input type="checkbox"/> am <input type="checkbox"/> pm	<input type="checkbox"/> am <input type="checkbox"/> pm	<input type="checkbox"/> am <input type="checkbox"/> pm	1st shift ended at <input type="checkbox"/> am <input type="checkbox"/> pm	2nd shift started at <input type="checkbox"/> am <input type="checkbox"/> pm

Part 6: PAYMENT OF WAGES

32. Were you paid or promised a **FIXED** amount of wages per pay period, no matter how many hours you worked (for example, \$400 per week, regardless of how many hours you worked)?

☐ YES: I was paid \$ _____ per ☐ day ☐ week ☐ every 2 weeks ☐ month ☐ semi-monthly
☐ other (specify): _____

I was promised \$ _____ per ☐ day ☐ week ☐ every 2 weeks ☐ month ☐ semi-monthly
☐ other (specify): _____

☒ NO

33a. Were you an **HOURLY** employee?

☐ YES: I was paid \$ _____ per hour.
I was promised \$ _____ per hour.

☒ NO

33b. If you were an **HOURLY** employee, were you paid or promised **more than one hourly rate** (based on the hours you worked or different job tasks)?

☐ YES (describe): _____

☐ NO

34. Were you paid by **PIECE RATE**? ☐ YES ☐ NO

35. Were you paid by **COMMISSION**? ☒ YES ☐ NO

Part 7: WAGES, COMPENSATION & PENALTIES OWED

36. CLAIMS (Check all boxes below that apply)	CLAIM PERIOD: START DATE (Month/ Day/ Year)	CLAIM PERIOD: END DATE (Month/ Day/ Year)	AMOUNT EARNED / CLAIMED
<input checked="" type="checkbox"/> REGULAR WAGES (for non-overtime hours)	12/27/17	4/26/18	\$ 10548
<input checked="" type="checkbox"/> OVERTIME WAGES (including double time)	12/27/17	4/26/18	\$ 8285
<input type="checkbox"/> MEAL PERIOD WAGES			\$
<input type="checkbox"/> REST PERIOD WAGES			\$
<input type="checkbox"/> SPLIT SHIFT PREMIUM			\$
<input type="checkbox"/> REPORTING TIME PAY			\$
<input type="checkbox"/> COMMISSIONS ***			\$
<input type="checkbox"/> VACATION WAGES ***			\$
<input checked="" type="checkbox"/> BUSINESS EXPENSES			\$ 325
<input type="checkbox"/> UNLAWFUL DEDUCTIONS			\$
<input type="checkbox"/> OTHER (Specify):			\$
ENTER SUBTOTAL (add all Amounts Earned/Claimed):			\$ 19158
ENTER TOTAL AMOUNT PAID:			\$ 0
GRAND TOTAL OWED [Subtotal minus Total Amount Paid]:			\$ 19158

*** Additional DLSE form should be submitted if you are making this claim. See "Instructions for Filing a Wage Claim."

37. Check box(es) if you are claiming: ☐ Waiting time penalties [Labor Code §203]
☐ Penalties for "bounced" checks (checks issued with insufficient funds) [Labor Code §203.1]

I hereby certify that the information I have provided is true to the best of my knowledge and/or recollection. The amounts claimed are based on my best estimates at this time and may be adjusted based on further information, or based on assistance with my claim provided by DLSE.

Signed: _____

Date: June 25, 2018

Print Name: Michael Lissack

DO NOT WRITE ON THIS SIDE – *For Office Use Only*

Claimant:	Against:	Interpreter Needed:	Action Number:
Address of Claimant:	Address of Defendant:	Docket Date	Date Closed
Phone No. of Claimant:	Phone No. of Defendant:	DATE(S) CLAIM RECEIVED	
Name & Address of Advocate:			
Phone No. of Advocate:			
Address change of Claimant as of:	Address change of Defendant as of:		
		DATE BOFE COMPLAINT FILED (if applicable)	DATE RCI COMPLAINT FILED (if applicable)

RECORD OF RECEIPTS				RECORD OF PAYMENTS TO CLAIMANT			
Date Received	Check, Cash, etc.	Receipt Number	Amount	Division Check Number	Date Paid	Balance Due	Signature/Remarks

CONFERENCE: DATES			PEND: DATES					

NOTES:

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

Please submit to address on last page.

**TO ENSURE THE PROPER PROCESSING OF YOUR COMPLAINT, PLEASE CHECK THE
APPLICABLE BOX:**

- ☒ **UNLICENSED ACTIVITY**
☐ **ESCROW DEPOSIT**
☐ **PROPERTY MANAGEMENT**
☐ **APPRAISAL**
☐ **OTHER -**

COMPLAINANT INFORMATION			
Last Name	Lissack	First	Michael
		Middle	R
Title			
Suffix			
Your Company/Occupation			
The Virtual Realty Group/ salesperson			
MAILING ADDRESS			
Street Address or P.O. Box			
14 Stratford Rd			
14 Stratford Rd			
City	Marblehead	State	MA
		Zip Code (+4 optional)	01945
County (if Florida address)		Country	USA
CONTACT INFORMATION			
Primary Phone Number	Primary E-Mail Address		
617-710-9565	michael.lissack@gmail.com		
Unlicensed Activity Complaint? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown <input type="checkbox"/>			
COMPLAINT DESCRIPTION			
<p>I am very troubled by what I believe to be the operation of an unsupervised brokerage by RealHomes Services and Solutions dba Owners.com.</p> <p>Despite Owners.com agents having their licenses hung under David Judd (license #BK3303861) there is no evidence that Mr. Judd actively supervises these agents. Prior to May 10 the agents were "supervised" by Fredrik Eriksson (license # BK3073208) who then left Owners.com. It is important to note that at no time did the Florida salespersons receive any instructions from Mr. Judd that they were to follow Mr. Eriksson's instructions. Instead what happened is that they received communications from the corporate Owners.com office in Atlanta that Mr. Eriksson was the "managing broker."</p> <p>Since Mr. Eriksson's departure Owners.com has NOT hired a replacement managing broker and has not placed Mr. Judd in a direct supervisory role over the agents. Instead, the corporate office in Atlanta has had either Phil Karp (a broker with a Georgia license but no Florida license) or Danial Maloney (the national sales manager for Owners.com who holds no real estate licenses at all) to function in the role of managing broker.</p> <p>Evidence for this lack of supervision can be found in the Inman article attached hereto and in copies of correspondence I received from Mr. Karp.</p> <p>The general questions the Owners.com business arrangement raises for ALL Florida real estate brokerages is as follows:</p> <ol style="list-style-type: none"> 1) Is a salesperson adequately supervised by broker x if the only role of broker x is to have their name and license number associated with the salesperson? 2) Can broker x delegate his/her supervisory responsibilities to someone who does not hold a Florida brokerage license? 3) Can broker x delegate those supervisory responsibilities to a corporate office where there is no one with a Florida brokerage license actively involved in decision making 4) Can clients of salespersons so supervised as in #2 and #3 above rely upon representations made by these non-Florida licensed supervisors or should they receive a counter signature of approval from the Florida broker under whom the salesperson's license is held. <p>Please note that while Owners.com employs its managing brokers, Mr. Karp and Mr. Maloney as regular w-2 employees, it maintains that the salespersons are 1099 independent contractors. As such, there is no direct corporate line of control from any of the people in Atlanta to the salespersons. The direct line of control established by statute is with Mr. Judd (and there is scant evidence that Mr. Judd actively provides such control). There are many issues with Owners.com's claims that the salespersons are really 1099 independent contractors (they are not allowed autonomy in process, are required to allow the central office to book appointments for them without advance consent, are not allowed to opt out of time commitments set by Atlanta, are not allowed to do marketing, are prohibited from being a transaction agent in a transaction where another Owners.com agent represents a buyer or seller, are required to do cross marketing of other Altisource - Owner.com parent entity - offerings, etc.)</p> <p>When I had a relationship with Owners.com (I was an agent with them in MA and CA) they demanded that I transfer my FL license</p>			

Attach additional sheets as necessary.

RE-2200 Uniform Complaint Form

CONTACT PERSON (IF OTHER THAN YOURSELF)				
Last Name	<input type="text"/>	First	<input type="text"/>	Middle <input type="text"/> Title <input type="text"/> Suffix <input type="text"/>
ADDRESS				
Street Address or P.O. Box <input type="text"/>				
<input type="text"/>				
City	<input type="text"/>	State	<input type="text"/>	Zip Code (+4 optional) <input type="text"/>
County (if Florida address) <input type="text"/>		Country <input type="text"/>		
CONTACT INFORMATION				
Primary Phone Number <input type="text"/>		Primary E-Mail Address <input type="text"/>		

PRIVATE ATTORNEY FOR COMPLAINANT (IF APPLICABLE)				
Last Name	<input type="text"/>	First	<input type="text"/>	Middle <input type="text"/> Title <input type="text"/> Suffix <input type="text"/>
ADDRESS				
Street Address or P.O. Box <input type="text"/>				
<input type="text"/>				
City	<input type="text"/>	State	<input type="text"/>	Zip Code (+4 optional) <input type="text"/>
County (if Florida address) <input type="text"/>		Country <input type="text"/>		
CONTACT INFORMATION				
Primary Phone Number <input type="text"/>		Alternate Phone Number <input type="text"/>		

SUBJECT OF COMPLAINT				
Last Name	Maloney	First	Daniel	Middle Lee Title <input type="text"/> Suffix <input type="text"/>
License Number (if known) <input type="text"/> NONE				
Company/Occupation <input type="text"/> REALHOME SERVICES AND SOLUTIONS INC dba Owners.com				
MAILING ADDRESS				
Street Address or P.O. Box <input type="text"/> 1000 Abernathy Rd, Suite 245				
<input type="text"/>				
City	Atlanta	State	GA	Zip Code (+4 optional) <input type="text"/> 30328-5604
County (if Florida address) <input type="text"/>		Country <input type="text"/> USA		
CONTACT INFORMATION				
Primary Phone Number <input type="text"/> 888-645-6305		Primary E-Mail Address <input type="text"/> Daniel.Maloney@owners.com		
RESIDENCE ADDRESS (IF DIFFERENT THAN MAILING ADDRESS)				
Street Address <input type="text"/>				
<input type="text"/>				
City	<input type="text"/>	State	<input type="text"/>	Zip Code (+4 optional) <input type="text"/>
County (if Florida address) <input type="text"/>		Country <input type="text"/>		

CONTACT PERSON (IF OTHER THAN YOURSELF)				
Last Name	<input type="text"/>	First	<input type="text"/>	Middle <input type="text"/> Title <input type="text"/> Suffix <input type="text"/>
ADDRESS				
Street Address or P.O. Box <input type="text"/>				
<input type="text"/>				
City	<input type="text"/>	State	<input type="text"/>	Zip Code (+4 optional) <input type="text"/>
County (if Florida address) <input type="text"/>		Country <input type="text"/>		
CONTACT INFORMATION				
Primary Phone Number <input type="text"/>		Primary E-Mail Address <input type="text"/>		

PRIVATE ATTORNEY FOR COMPLAINANT (IF APPLICABLE)				
Last Name	<input type="text"/>	First	<input type="text"/>	Middle <input type="text"/> Title <input type="text"/> Suffix <input type="text"/>
ADDRESS				
Street Address or P.O. Box <input type="text"/>				
<input type="text"/>				
City	<input type="text"/>	State	<input type="text"/>	Zip Code (+4 optional) <input type="text"/>
County (if Florida address) <input type="text"/>		Country <input type="text"/>		
CONTACT INFORMATION				
Primary Phone Number <input type="text"/>		Alternate Phone Number <input type="text"/>		

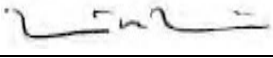
SUBJECT OF COMPLAINT				
Last Name	Karp	First	Philip	Middle A Title <input type="text"/> Suffix <input type="text"/>
License Number (if known) <input type="text"/> NONE				
Company/Occupation <input type="text"/> REALHOME SERVICES AND SOLUTIONS INC dba Owners.com				
MAILING ADDRESS				
Street Address or P.O. Box <input type="text"/> 1000 Abernathy Rd, Suite 245				
<input type="text"/>				
City	Atlanta	State	GA	Zip Code (+4 optional) <input type="text"/> 30328-5604
County (if Florida address) <input type="text"/>		Country <input type="text"/>		
CONTACT INFORMATION				
Primary Phone Number <input type="text"/> 404.599.5031		Primary E-Mail Address <input type="text"/> phil.karp@owners.com		
RESIDENCE ADDRESS (IF DIFFERENT THAN MAILING ADDRESS)				
Street Address <input type="text"/>				
<input type="text"/>				
City	<input type="text"/>	State	<input type="text"/>	Zip Code (+4 optional) <input type="text"/>
County (if Florida address) <input type="text"/>		Country <input type="text"/>		

PRIVATE ATTORNEY FOR SUBJECT OF COMPLAINT (IF APPLICABLE)									
Last Name		First		Middle		Title		Suffix	
ADDRESS									
Street Address or P.O. Box									
City				State		Zip Code (+4 optional)			
County (if Florida address)				Country					
CONTACT INFORMATION									
Primary Phone Number					Alternate Phone Number				

WITNESS (IF APPLICABLE)									
Last Name		First		Middle		Title		Suffix	
ADDRESS									
Street Address or P.O. Box									
City				State		Zip Code (+4 optional)			
County (if Florida address)				Country					
CONTACT INFORMATION									
Primary Phone Number					Alternate Phone Number				

WITNESS (IF APPLICABLE)									
Last Name		First		Middle		Title		Suffix	
ADDRESS									
Street Address or P.O. Box									
City				State		Zip Code (+4 optional)			
County (if Florida address)				Country					
CONTACT INFORMATION									
Primary Phone Number					Alternate Phone Number				

I affirm that I have provided the above information completely and truthfully to the best of my knowledge.

Complainant Sign Here:  Date: June 11, 2018

Please mail the completed Uniform Complaint Form to the address below:

**Division of Real Estate
400 West Robinson Street
Suite N801
Orlando, Florida 32801**

RE-2200 Uniform Complaint Form

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INMAN

Owners.com pulls incorrect ads from Zillow that featured HGTV real estate star

By | May 30, 2018 | No Comments



INMAN

Owners.com pulls incorrect ads from Zillow that featured HGTV real estate star

By May 30, 2018 [No Comments](#)

REPOSTED DIRECTLY FROM INMAN NEWS. THIS CONTENT HAS NOT BEEN MODERATED BY WFG NATIONAL TITLE.

[Owners.com](#), a [tech-forward real estate brokerage](#), pulled images Friday featuring the likeness of HGTV-star and celebrity home renovator Scott McGillivray from Zillow after it was determined that ads spotlighting the *Income Property* star, who does not have a real estate license, were incorrect and potentially violated real estate advertising laws that prohibit misleading ads.

On Thursday, a search of “Owners.com” on Zillow’s “Find an Agent” online agent search platform revealed multiple unlicensed real estate professionals listed among an “Owners.com Team,” accompanied by photos of McGillivray and Owners.com executive Dan Maloney, who as Head of Sales, is not licensed as a real estate agent. Inman called several of the numbers listed among the team members and found them to be non-working.



Owners.com Team - CA
(866) 874-8374



No Reviews

No Recent Sales

No Listings



CAOwners.com



Owners.com Team
(844) 707-8439



1 review

1 Review

4 Recent Sales

No Listings



Owners.com

"I am gratefu



Owners.com Team
(844) 336-0484



7 reviews

7 Reviews

15 Recent Sales

1 Listing



Owners.com

"This was my f
edu



Owners.com Team
(866) 874-8374

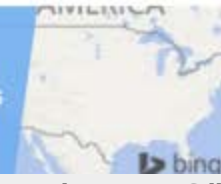


13 reviews

13 Reviews

45 Recent Sales

No Listings



"he never mak

A screenshot of the advertisements in Zillow's "Find an Agent," section. The top photo is McGillivray, followed by Maloney.

"[McGillivray] was previously a [brand advocate](#) for Owners.com," said Owners.com spokesperson Lisen Syp, who said the company removed the images on Friday. "The previous use of his image was a representation of the Owners.com brand and not as an individual licensed agent."

Sheryl Hawkes, a marketing and business development executive at the McGillivray Group — the company that manages McGillivray's brand — told Inman on Friday that the HGTV star planned to inquire if his likeness was still being used by Owners.com for other advertising purposes. Hawkes failed to respond to follow-up inquiries from Inman on Tuesday and Wednesday.

McGillivray was the star of the HGTV show *Income Property* from 2008 to 2016. Earlier this year, he launched *Buyers Bootcamp* on HGTV in Canada, where he serves as executive producer. The Canadian real estate investor and contractor also briefly starred in *Moving the McGillivrays* on HGTV in 2016 and has appeared in several other HGTV series.

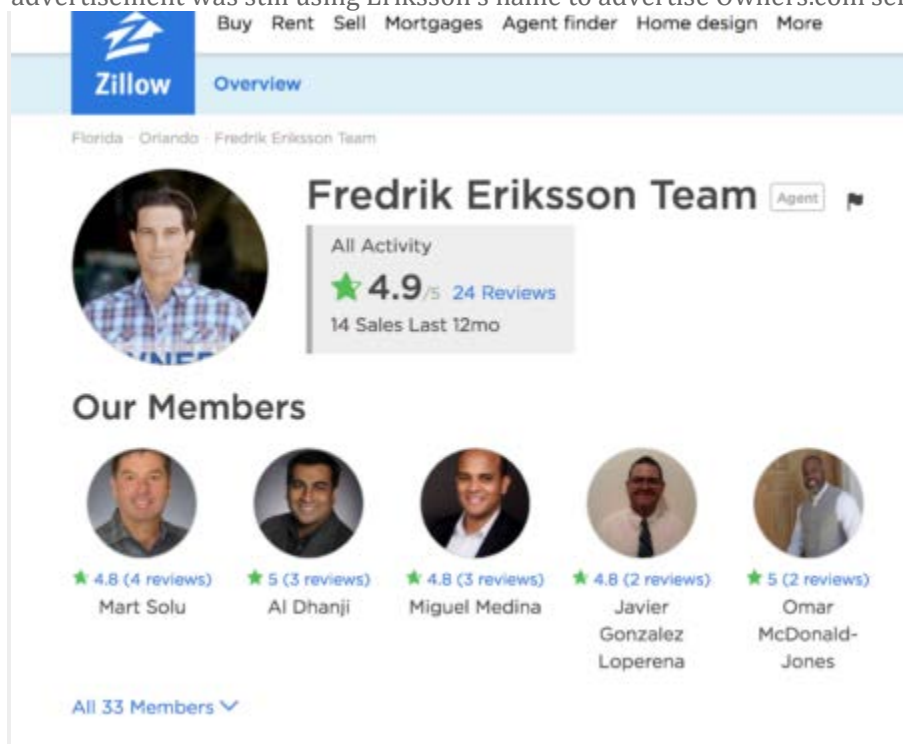
"It is important to Scott that his brand is reflected accurately," Hawkes said.

In Florida, one of the states where the misleading picture was being used to advertise services, "No real estate advertisement placed or caused to be placed by a licensee shall be fraudulent, false, deceptive or misleading," according to the Florida Real Estate Commission, a division of the Department of Business and Professional Regulation. On Wednesday, Inman independently confirmed through the agency that neither Maloney nor McGillivray are licensed agents in the state.

“[McGillivray] doesn’t have a United States real estate license, so why the hell is he on Zillow advertising real estate services?” said Michael Lissack, a former contractor with Owners.com who resigned from the company earlier this year following a dispute over the company’s business model. “The other guy is [Maloney] who has no real estate licenses whatsoever.”

“Every state says that holding yourself out to the public as providing real estate services requires a license,” Lissack added. “I don’t know how you can argue that putting yourself on a picture advertisement is not holding yourself out to the public.”

In most cases, the advertisements were for an unspecified Owners.com team, but in one instance, an ad for a team led by former employee and licensed real estate agent Fredrik Eriksson — who left the company months ago — also used a picture of McGillivray. Another potential problem: the advertisement was still using Eriksson’s name to advertise Owners.com services.



The advertisement that uses Fredrik Eriksson’s — a former broker with the company — name, but an HGTV star’s photo.

The advertisement in question is no longer active and would not appear on any page and could only be found by searching the agent database, a spokesperson for Zillow told Inman. The advertisement now appears as “Owners.com Florida Team.”

“With regard to your inquiry about advertising an agent who no longer works for Owners.com, we believe this may refer to a brief period of time between that agent’s disassociation with the brokerage and the time when his image was removed from an Owners.com page on Zillow,” Owners.com spokesperson Syp said. “He has since been removed from that page.”

Zillow confirmed to Inman that Owners.com had oversight over the advertisements and had made the changes itself. Zillow did not scrub the advertisements and Owners.com told Inman that the advertisements did not violate any advertising regulations.

“We believe our advertisements on Zillow are compliant with applicable law,” Syp said.

Email Patrick Kearns



Michael Lissack <michael.lissack@gmail.com>

Out of office Re: Practicing without a license

1 message

Phil Karp <phil.karp@owners.com>
To: michael.lissack@gmail.com

Mon, Jun 4, 2018 at 6:12 PM

Hello and thank you for your email. I will be out of the office and have very limited access to emails and phone calls from Sunday, June 3rd until Monday, June 11th. If you need immediate assistance, please contact the below parties...

Agent support for technology, signage, etc. - brokeragesupport@owners.com
Transaction support and dotloop - Kishan.Haynes@owners.com
Brokerage related questions - Daniel.Maloney@owners.com

I will respond to all other requests as soon as possible.

Thank you,

Phil Karp | Senior Manager, Brokerage Services
phil.karp@owners.com | **Skype** - philkarp1
P: 404.599.5031
Georgia RE License #316017

Owners.com
[1000 Abernathy Rd, Suite 245](#)
[Atlanta, Georgia 30328-5604](#)
www.owners.com

--

Phil Karp | Senior Manager, Brokerage Services
phil.karp@owners.com | **Skype** - philkarp1
P: 404.599.5031
Georgia RE License #316017

Owners.com
[1000 Abernathy Rd, Suite 245](#)
[Atlanta, Georgia 30328-5604](#)
www.owners.com

THIS IS A DIFFERENT DANIEL MALONEY

[Print](#)**Licensee**

Name:	MALONEY, DANIEL JOSEPH	License Number:	3116310
Rank:	Real Estate Broker	License Expiration Date:	03/31/2020
Primary Status:	Current	Original License Date:	03/31/2005
Secondary Status:	Active		

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
1026646	Current, Active	CERTIFIED ACQUISITION ADVISORS LLC	Qualifying Broker	08/10/2006	Real Estate Corporation	03/31/2020

The Daniel Maloney at Owners.com is Daniel Lee Maloney

Licensee

Name:	ERIKSSON, HANS JOHAN FREDRIK	License Number:	3073208
Rank:	Real Estate Broker	License Expiration Date:	03/31/2020
Primary Status:	Current	Original License Date:	01/21/2004
Secondary Status:	Active		

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
1055975	Current, APPLIED REAL ESTATE TECHNOLOGIES LLC Active		Qualifying Broker	05/10/2018	Real Estate Corporation	03/31/2020

Licensee Details

Licensee Information

Name: **ERIKSSON, HANS JOHAN FREDRIK (Primary Name)**
Main Address: **2112 E JERSEY AVE**
ORLANDO Florida 32806
County: **ORANGE**

License Mailing:

LicenseLocation: **5323 MILLENIA LAKES BLVD**
ORLANDO FL 32839
County: **ORANGE**

License Information

License Type: **Real Estate Broker or Sales**
Rank: **Broker**
License Number: **BK3073208**
Status: **Current,Active**
Licensure Date: **01/21/2004**
Expires: **03/31/2020**

Special Qualifications **Qualification Effective**

Alternate Names

[View Related License Information](#)

[View License Complaint](#)

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: **Customer Contact Center** :: Customer Contact Center: 850.487.1395

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However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public.

Licensee

Name: **JUDD, DAVID ANTHONY**
Rank: **Real Estate Broker**
Primary Status: **Current**
Secondary Status: **Active**

License Number: **3303861**
License Expiration Date: **03/31/2020**
Original License Date: **08/18/2014**

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
1033282	Current, Active	REALHOME SERVICES AND SOLUTIONS INC	Qualifying Broker	01/16/2018	Real Estate Corporation	03/31/2019

Licensee Details

Licensee Information

Name: **JUDD, DAVID ANTHONY (Primary Name)**
Main Address: **3440 POCAHONTAS DRIVE
LAKE HAVASU CITY Arizona 86404**
County: **OUT OF STATE**

License Mailing: **PO BOX 1887
LAKE HAVASU CITY AZ 86405**
County: **OUT OF STATE**

LicenseLocation:

License Information

License Type: **Real Estate Broker or Sales**
Rank: **Broker**
License Number: **BK3303861**
Status: **Current,Active**
Licensure Date: **08/18/2014**
Expires: **03/31/2020**

Special Qualifications **Qualification Effective**

Alternate Names

[View Related License Information](#)

[View License Complaint](#)

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: **Customer Contact Center** :: Customer Contact Center: 850.487.1395

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However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public.

BUREAU OF REAL ESTATE

Complaint Intake Unit
1651 EXPOSITION BOULEVARD
P.O. BOX 137011
SACRAMENTO, CA 95813-7011
(877) 373-4542



May 18, 2018

MICHAEL ROBERT LISSACK
14 STRATFORD RD
MARBLEHEAD, MA 01945

RE: PC # 1-18-0518-011
RealHome Services and Solutions Inc

Dear Michael Robert Lissack:

This will acknowledge receipt of your correspondence received on 05/18/2018. Your correspondence is currently under review.

When we have completed our review, you will be notified of our final disposition. Should you have reason to contact us, please do so in writing to the above-shown address and to the attention of our "Complaint Intake Unit," making reference to the above-specified CalBRE file number.

Thank you for contacting the Bureau of Real Estate.

Sincerely,

A handwritten signature in blue ink, appearing to read "M Roberts", is written over the word "Sincerely,".

Monique Roberts
Office Technician
Complaint Intake Unit

MR

Text of CA Complaint

Mr. Maloney who holds NO real estate license in any jurisdiction is operating as the "managing broker" for California (and other states) and in the "role: is issuing instructions to licensed real estate salespersons and broker associates without ANY supervision from the supposed qualifying broker David Judd. Many RealHome Services and Solutions Inc affiliates have had NO correspondence at all with their supposed broker Mr. Judd instead receiving directions directly or indirectly from the "Owners.com leadership team" lead by Mr. Maloney. Mr. Maloney sees no conflict between his issuing directives and his lack of licensure -- apparently, neither does Mr. Judd who exercises NO supervisory responsibility with respect to such directives. If you pull up Zillow ads for California and do an agent search for "Owners.com" the face you see displayed is Mr. Maloney despite his having no license at all.



Michael Lissack <michael.lissack@gmail.com>

Fwd: Evidence to be associated with complaint of unsupervised real estate brokerage activity

1 message

Michael Lissack <lissack@lissack.com>
To: Bradford.Wilkins@altisource.com
Bcc: 566439@bcc.hubspot.com

Mon, Jun 18, 2018 at 10:12 AM

Michael Lissack
Realtor
The Virtual Realty Group
<http://besthomesmass.com>
phone 617-710-9565
14 Stratford Rd Marblehead MA 01945
MA license #9550410 MLS# CN217225

----- Forwarded message -----

From: **Michael Lissack** <lissack@lissack.com>
Date: Mon, Jun 18, 2018 at 9:23 AM
Subject: Evidence to be associated with complaint of unsupervised real estate brokerage activity
To: ULA@myfloridalicense.com
Cc: patrick@inman.com, williamb.shepro@altisource.lu

Last week I filed a complaint regarding unsupervised real estate brokerage activity at RealHomes Services and Solutions Inc. dba oners.com copy attached
On June 14 the Owners.com national sales manager held a public forum at <https://www.facebook.com/OwnerPeople/videos/458347104624082> during that forum he admitted that there was NO broker for Florida see video clip at <http://lissack.com/owners-florida-no-broker.webm>

Real Estate Corporation REALHOME SERVICES AND SOLUTIONS INC Primary CQ1033282

Real Estate Branch Office REALHOME SERVICES AND SOLUTIONS INC Primary BO2029803

Real Estate Branch Office REALHOME SERVICES AND SOLUTIONS INC Primary BO2030667

3303861 JUDD, DAVID ANTHONY Qualifying Broker

Michael Lissack
Realtor
The Virtual Realty Group
<http://besthomesmass.com>
phone 617-710-9565
14 Stratford Rd Marblehead MA 01945
MA license #9550410 MLS# CN217225

Jonathan Zachem, Secretary

Rick Scott, Governor

June 19, 2018

Michael Lissack
14 Stratford Road
Marblehead, MA 01945

RE: 2018032276 / Daniel Maloney

Dear Sir or Madam,

Please be advised the Division of Real Estate has received your complaint, and it will be forwarded to one of our complaint analysts for review. If there appears to be violations that are supported by documentation, the case will be forwarded to the appropriate field office for investigation. If the complaint does not have sufficient information to support the allegations, you will receive a letter explaining that no case will be opened.

You will receive written notification of your complaint status upon completion of review by the complaint analyst. If your complaint is opened for investigation, you will also receive written notification, along with a contact number from the investigator to whom it has been assigned.

The review process differs in complexity and duration, so providing a definite time of completion is not possible. Thank you for your patience and cooperation during the complaint review process.

Sincerely,

Division of Real Estate
Complaint Section
Orlando, FL

Jonathan Zachem, Secretary

Rick Scott, Governor

June 19, 2018

Michael Lissack
14 Stratford Road
Marblehead, MA 01945

RE: 2018032247 / Philip Karp

Dear Sir or Madam,

Please be advised the Division of Real Estate has received your complaint, and it will be forwarded to one of our complaint analysts for review. If there appears to be violations that are supported by documentation, the case will be forwarded to the appropriate field office for investigation. If the complaint does not have sufficient information to support the allegations, you will receive a letter explaining that no case will be opened.

You will receive written notification of your complaint status upon completion of review by the complaint analyst. If your complaint is opened for investigation, you will also receive written notification, along with a contact number from the investigator to whom it has been assigned.

The review process differs in complexity and duration, so providing a definite time of completion is not possible. Thank you for your patience and cooperation during the complaint review process.

Sincerely,

Division of Real Estate
Complaint Section
Orlando, FL

Scheduled F2F

Tour Manager functionality in the agent app is designed to increase scheduled F2F.

Tour Manager

#Schedule F2F Inside Sales schedules a F2F on an agent's Google Calendar

#Tour Manager v1 Inside Sales assigns F2F meeting for agent - pushed to agent on agent app for agent to confirm

#Tour Manager v2 End-to-end tour experience between agent, buyer, and inside sales with status updates and confirmation

Agent Support

#Scripted Calls Action flows in Agent App to encourage F2F meetings with client

#VerifiedOppProgram Training program with section on F2F

Verified F2F

Planned work will help bring V-F2F confidence for Showing Homes to +95%.

Work has not been planned to support non-showing home F2F verification.

	Agent	Customer	
F2F	None 0% Verified	None 0% Verified	0% Verified
Showing Homes	Sure Check-In [Launched] 100% Verified	Validate Check-In [In-Progress] 90% Verified	95% Verified

Repeat F2F

Agent scoring and transparency incentivize agents to hold repeat F2F meetings with clients.

#Dashboards	#Action Flows	#Force	#Current Agents
Managing Broker dashboards to view F2F meetings by date, per agent [LAUNCHED]	Prescribe actions in agent app to drive additional tours [IN DEVELOPMENT]	Performance scoring system, highly weighted on F2F & repeat F2F [LAUNCHED]	Agent training for mid-range performers, as defined by F2F scores [IN DEVELOPMENT]

Current Projects

Initiative	F2F	Description	Status	Launch Date
#Schedule F2F	Scheduled	Inside Sales schedules a F2F on an agent's Google Calendar	Launched	Dec 27 ('17)
#Scripted Calls	Scheduled	Action flows in Agent App to encourage F2F conversations with client	Launched	Jan 4
#Tour Manager v1	Scheduled	Inside Sales assigns tasks to agent - pushed to agent on agent app	In Development	Apr 5
#Tour Manager v2	Scheduled	Agent, Buyer, and Inside Sales can assign a F2F task to an agent	In Development	Apr 26
#VerifiedOppProgram	Scheduled	Training program with section on F2F	Launched	Jan 29
#New Agents	Scheduled	Coaching program for new agents, based on client phone call recordings	Launched	Mar 5
#Sure Check-In	Verified	Agent checks into showing home, which is verified using MLS data	Launched w/Updates	Jan 22
#Validate Check-In	Verified	Inside Sales calls customers to verify home showings	In Development	Mar 8
#FORCE	Repeat	Performance scoring system, highly weighted on F2F & repeat F2F	In Development	Mar 12
#Current Agents	Repeat	Agent training for mid-range performers, as defined by F2F scores	In Development	Mar 6
#Dashboards	Repeat	Managing Broker dashboards to view F2F meetings by date, per agent	In Development	Mar 8

Tour Facilitation and Tracking

Tour Manager Action Flow v1 (Oppt'y to F2F)

When inside sales adds a f2f on behalf of the agent, the agent will have to go through Tour Manager Action Flow to confirm the appointment and add location details .

Tour Manager Action Flow v2 (Oppt'y to F2F)

End to End tour integration between agents, buyers, and inside sales to have an extremely seamless experience to set up tours and manage the status of tours.

Showing Mode (Repeat F2F)

Have a focused agent app experience that provides additional details on the home as well as a way to capture tour notes and open questions that they can use to follow up with the buyer.

Total 12 Month Impact: \$781,794	
TOUR.MANAGER.ACTION.FLOW V1	\$532,350
TOUR.MANAGER.V2	\$127,764
SHOWING.MODE	\$121,680

Performance Management

Estimate Commission (Oppt'y to F2F)

Agents can view the estimated commission for each client to get a better understanding of how much they stand to make for each client

Stage Updating (Oppt'y to F2F)

Having actions dictate stage updating rather than an agent manually updating the stage

Pre F2F Action Flow (Repeat F2F)

Action flow prescribing actions an agent must take prior to taking a client on a tour of a home

Total 12 Month Impact:		\$296,595
<u>ESTIMATE COMMISSION</u>		\$136,890
<u>STAGE UPDATING</u>		\$0
<u>PRE TOUR ACTION FLOW</u>		\$159,705

Schedule/Manage F2F Meetings

Increase F2F and repeat F2F meetings by facilitating meeting creation and management for Inside Sales, Agents & Buyers

Schedule/Confirm F2F Meeting (by Inside Sales)

Schedule of F2F meetings by Inside Sales, by viewing agent calendar;
Agent to accept/reject scheduled meeting on the agent app;
Dashboard for Inside Sales to reschedule rejected/pending meeting;

E2E Tour Management

Extending functionality to allow "conversations" b/w Inside Sales, Agent and Buyers to suggest and finalize F2F/Tour timings;

Total 12 Month Impact:	\$912,600
Tour Manager (Inside Sales)	\$387,855
E2E Tour Manager	\$524,745

[Mockups:](#)

[Process Flow:](#)

#S-CURVE_ALLOCATION

Optimize opportunity allocation and reduce wastage by assigning them to agents highest probability of moving them to F2F

Problem statement:

As Owners.com, ~16% of all opportunities are being wasted as they are being allocated to average agents with low opp-to-F2F conversion rates; Further Good agents hitting thresholds is leading to increased opportunity wastage.

Observations:

About 16% of all Opportunities are assigned to agents with average performance.

Hypotheses:

By decisively allocating opportunities to agents with the highest probability of moving them to F2F, and considering the price of the opportunity and the agent's open workload, an increase in Opp-to-F2F can be achieved.

Proposed Test:

Allocate opps to agents using the S-Curve allocation model, in selected markets/CBSAs including TX, GA and FL.

Expected Outcome:

10%+ increase in Opp-to-F2F can be affected.

Measurement Plan:

Pre-vs-Post of Opps-to-F2F in selected markets after four weeks.

References:

[Methodology and Model](#)



Michael Lissack <michael.lissack@gmail.com>

Inside Sales agent app scheduling slide show below, for todays call.

1 message

Richard Strachan <richard.strachan@owners.com>

Tue, Apr 17, 2018 at 9:46 AM

To: Chuck Campbell <chuck.campbell@owners.com>, Colleen Godfrey <colleen.godfrey@owners.com>, Glenn Mauk <glenn.mauk@owners.com>, How To Real Estate <rachel.mwankanye@owners.com>, Jason Laforce <jason.laforce@owners.com>, Ken Silva <ken.silva@owners.com>, Kevin Slattery <kevin.slattery@owners.com>, Latoya Douglas <latoya.douglas@owners.com>, Leslie Lakis <leslie.lakis@owners.com>, Michael Lissack <michael.lissack@gmail.com>, Nachet Mehcziz <nachet.mehcziz@owners.com>, Phaedra Udor <phaedra.udor@owners.com>, Scott Morrisette <scott.morrisette@owners.com>, Steven Belakonis <steven.belakonis@owners.com>, Walter Solzak <walter.solzak@owners.com>, Lawrence Gardner <lawrence.gardner@owners.com>

 **Inside sales agent app scheduling**

Hi,

Above is the slide show we will review with Lawrence today.

Richard Strachan | Managing Broker, Massachusettsrichard.strachan@owners.com

M: 617-592-1150

Owners.com[®][321 Summer Street \(8th Floor\)](#)[Boston, MA 02210](#)www.owners.com



Michael Lissack <michael.lissack@gmail.com>

Changes to Agent App Check-In

1 message

Owners.com Leadership Team <learning@owners.com>
Reply-To: "Owners.com Leadership Team" <learning@owners.com>
To: Michael.Lissack@owners.com

Thu, Apr 26, 2018 at 11:59 AM

[View this email in your browser](#)

Dear Agent,

Effective immediately, you will no longer need to use the check in feature to move a client to the Face to Face or Showing Homes stage in the Agent App.

Last week, the required check-in feature was added to the Agent App to create visibility around face-to-face meetings and ensure agent safety. After listening to feedback from our agents, we have decided not to make check-in feature mandatory at this time. Moving forward, you may simply update the stage of your client to register face-to-face meetings and receive FORCE points. The check-in feature can still be used optionally.

Feedback is a gift; please continue to provide it to your Managing Broker, Learning Team and Coach.

We guarantee, we are listening.

Regards,

Owners.com Leadership Team



Michael Lissack <michael.lissack@gmail.com>

Fwd: Agent App Update: Version 1.13.3

1 message

Michael Lissack <michael.lissack@gmail.com>
To: "richard.strachan" <richard.strachan@owners.com>

Tue, Nov 7, 2017 at 3:27 PM

Maybe I am missing something but why would my client want to be contacted following a showing or a face to face?.. This flies in the face of the idea that the agent and the client have a relationship and depending on where things are at with the client- at the moment of the contact- could backfire big time. And there is no way in the world I would risk that contact with any high end client it suggests the agent is low end.

This one confuses me.

Michael Lissack. sent from my phone please forgive typos. 617-710-9565

----- Forwarded message -----

From: "Brokerage Support" <brokeragesupport@owners.com>

Date: Nov 7, 2017 1:22 PM

Subject: Agent App Update: Version 1.13.3

To: <Real-estate-agents@owners.com>, "Owners.com Managing Brokers" <managing.brokers@owners.com>

Cc:

Hello,

We're excited to announce that we've had a great release for our Owners.com Agent App on 10/25/17 Version 1.13.3. The features and improvements released are highlighted below

- My Stats page is back up and running! Thank you for your patience, you can now review updated stats in the "More" Menu -> My Stats.
- We have new email templates for you to utilize. Check out the "More" Menu- > Email Templates to see the new templates available.
- Also – Don't forget! We wanted to mention again - You can Check In for all your face to face meetings and/or Tours with Clients.
 - In order to complete Schedule Appointment or Tour with Client tasks, you must Check In once you arrive at the location of your meeting with your client
 - You can also Check Into appointments that you may have not planned for ahead of time by clicking the new "Check In" button on the main navigation.
 - Please Note: Every time you Check Into a Face to Face meeting or Tour with Client; we will alert the brokerage and your managing broker; additionally we may reach out to the client to ask how their experience went. Please be mindful to check in only when you have successfully met your client.

Thanks,



Brokerage Support

brokeragesupport@owners.com

P: 888 645 6305

Owners.com®

1000 Abernathy Rd, Suite 245

Atlanta, Georgia 30328-5604



Michael Lissack <michael.lissack@gmail.com>

RE: ISA missed calls

1 message

Humphrey, Vanessa D <Vanessa.Humphrey@altisource.com>

Wed, Feb 14, 2018 at 5:05 PM

To: Michael Lissack <michael.lissack@owners.com>, "Richard S. Strachan" <Richard.Strachan@owners.com>, Phillip Karp <phil.karp@owners.com>, mydigitalchef <mydigitalchef@gmail.com>

Michael,

Do you not receive the information in your agent app?

From: Michael Lissack [mailto:michael.lissack@owners.com]**Sent:** Wednesday, February 14, 2018 3:57 PM**To:** Richard S. Strachan; Humphrey, Vanessa D; Phillip Karp; mydigitalchef**Subject:** ISA missed calls

When ISA calls and gets no answer can we get them to send an email saying what number they were calling with regard to.

I am on the plane and Google tells me I have 2 missed calls. 1 is clearly a lead from ISA since there are a bunch of emails about an appointment. The other is a mystery but I suspect it was ISA trying and failing on a live transfer.

It does none of us any good if an agent OTHER than the one assigned calls a lead and we have no way of knowing whether or not to return a missed call from an unknown number.

Remember live transfer calls from ISA show up with the customers phone number NOT owners.com

This little step will help with client relationships.

Michael Lissack 617-710-9565

Realtor at Owners.com

see <http://besthomenorthshore.com>

sent from my phone and typed with fat fingers on a tiny keyboard please forgive errors

This email message and any attachments are intended solely for the use of the addressee. If you are not the intended recipient, you are prohibited from reading, disclosing, reproducing, distributing, disseminating or otherwise using this transmission. If you have received this message in error, please promptly notify the sender by reply email and immediately delete this message from your system. This message and any attachments may contain information that is confidential, privileged or exempt from disclosure. Delivery of this message to any person other than the intended recipient is not intended to waive any right or privilege. Message transmission is not guaranteed to be secure or free of software viruses.



Michael Lissack <michael.lissack@gmail.com>

New Agent App Update 3/19/18

1 message

Brokerage Support <brokeragesupport@owners.com>

Mon, Mar 19, 2018 at 3:06 PM

Reply-To: brokeragesupport@owners.com

Bcc: Real-estate-agents@owners.com

Hello,

We're excited to announce that we've had a release for our Owners.com Agent App on 3/19/18 *Version 1.17.16*

The features and improvements released are highlighted below:

- You can now view, edit, and create new Saved Searches for your client that will sync to their Owners.com account on the website or buyer apps
- You can now suggest properties directly to your client via SMS or Email, and view the properties you've already suggested.
- When you receive a warm transfer, items on your follow ups on the dashboard will automatically complete (review talking points, call buyer) allowing you to focus on creating the Face to Face meeting
- We've added back "First Response Time" to the My Stats section
- You can now view an estimate commission calculation for clients (note: this is just an estimate based on the client's budget, actual value may vary)
- We've fixed issues some users were having with the Check In Feature
- And of course, other improvements across the app to improve our agent's user experience.

Please Note Android Users – *Some android phones are experiencing issues with checking into an appointment without an existing task. If you face this issue, please create a task for your appointment and then check into that task in order to complete the check in. We are continuing to investigate.*

Download the app at www.owners.com/agent or respond to the update message in your app.

**Brokerage Support Team**brokeragesupport@owners.com

P: 888 645 6305

Owners.com®

1000 Abernathy Rd, Suite 245

Atlanta, Georgia 30328-5604

www.owners.com

--

You received this message because you are subscribed to the Google Groups "Real Estate Agents" group.

To unsubscribe from this group and stop receiving emails from it, send an email to real-estate-agents+unsubscribe@owners.com.

(http://www.dli.pa.gov/Pages/Worker-Misclassification-Inquiry-Form.aspx#ctl00_PlaceHolderMain_SiteMapPath1_SkipLink)DLI
(<http://www.dli.pa.gov/Pages/default.aspx>) > Worker-Misclassification-Inquiry-Form

Success

Success! Your submission has been saved!

Summary

Field	Value
First Name	michael
Last Name	lissack
Phone Number	(617) 710-9565
Business Name	RealHomes Services and Solutions dba Owners.com
Business Address	1000 Abernathy Rd, Suite 245 Attn: Phil Karp Senior Manager, Brokerage Services phil.karp@owners.com Skype - philkarp1 P: 404.599.5031 Georgia RE License #316017 Owners.com 1000 Abernathy Rd, Suite 245 Atlanta, Georgia 30328-5604 www.owners.com Atlanta Georgia 30328-5604 United States
Business Phone #	(404) 599-5031
Comments	Please see http://lissack.com/Owners.pdf Owners.com agents since the summer of 2017 have not the autonomy required to be independent contractors versus employees. Owners.com exercises almost complete control and direction with regard to the performance of the work. Agents are supplied with leads (and discouraged from developing their own) and then told who to contact, when, what to say, and are monitored at each step in the process through what is call the Owner.com Agent App (a mobile phone app). Failure to follow the prescribed steps results in coaching or intervention from the Owners.com central office. Owners.com agents are prohibited by contract from conducting their own marketing (a prohibition many ignore), prohibited from having their own websites (again ignored by many), prohibited from representing a client in a transaction where there already exists an Owners.com relationship (despite the fact that such representation is standard industry practice and the State of Pennsylvania having strict rules about how this is to be conducted),



pennsylvania
DEPARTMENT OF LABOR & INDUSTRY

([HTTP://WWW.DLI.PA.GOV/](http://www.dli.pa.gov/))

CONTACT US

([HTTP://WWW.DLI.PA.GOV/PAGES/CONTACT-
US.ASPX#V2L5A7GRJHE](http://www.dli.pa.gov/Pages/Contact-US.aspx#V2L5A7GRJHE))



RHSS Brokerage Office Policy

Document Classification	Internal Use Only	
BU Name	REALHome Services and Solutions, Inc.	
Document Number	Version	Document Owner
ASPS-RHSS-PL-0430	5	Director, Brokerage Services
Reviewed on	Review Frequency	Next Review Date
3/26/2018	Yearly	3/26/2019
Prepared by	Reviewed by	Approved by
Jeff Kushner Carri Pereyra	Robin Sheedy Melissa Potier	Jeremy Goddard
Effective Date		
3/26/2018		

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I. Introduction

This Office Policy Manual (the "Manual") describes the general office policies for REALHome Services and Solutions, Inc. d/b/a Owners.com ("RHSS"). RHSS is licensed to do business as a real estate brokerage in 49 states and the District of Columbia. RealHome Services and Solutions, Inc. operates under the trade name "Owners.com" in the following jurisdictions: AK, AL, AR, AZ, CA, CO, DC, DE, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, MD, MA, ME, MI, MN, MO, MS, MT, NE, NH, NJ, NM, NV, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI and WY.

II. Purpose

This Office Policy Manual sets forth the general office policies for all brokers, agents, salespersons, and licensees, whether an employee or 1099 agent whose licenses are registered under or associated with RHSS (collectively "Licensees"). The document is applicable to the four (4) business lines with licensees operating under the RHSS brokerage including (1) Institutional Services which provides listing and marketing services to institutional bank and servicer clients; (2) Retail Services which provides MLS listing, sell-side and buy-side services for sellers and buyers; (3) Rental Services which provides rental listing, marketing and management services for investor clients; and (4) Investor Services which provides listing, marketing sell-side and buy-side services for investor clients. All Licensees are required to follow the policies set forth in this Manual. Failure to do so will result in disciplinary action, which may include suspension or termination.

III. Office Policies

A. Professional Conduct and Code of Ethics

All RHSS Licensees are required to maintain the highest standards of professional behavior and ethics. These standards include, but are not limited to:

- Strict adherence to all applicable federal, state and local laws and regulations
- Strict adherence to all applicable state licensing and MLS requirements
- Timely completion all training, including continuing education requirements for licenses
- Complete understanding, shared documentation and application of existing Real Estate Commission, MLS and license requirements for licensed states with proactive due diligence to identify emerging issues and changes
- Acknowledgment and annual certification of acceptance of all policies in this Manual, and the National Association of Realtor ("NAR") Code of Ethics and Standards of Practice (a full copy of which can be found at the NAR website at

- <http://www.realtor.org/code-of-ethics>). Additionally, all employee Licensees must review and acknowledge RHSS's Code of Conduct (Exhibit A)
- Timely escalation, in writing, of all inquiries and/or contact by regulatory and third parties as it relates to the activities of the licensee or the brokerage **within 24 hours**.

B. Confidentiality

All records of the brokerage, as well as conversations concerning RHSS business, which are held by Licensees, assistants and parties to the transaction, are considered confidential and shall not be disseminated. Licensees are prohibited from sending, transferring or sharing media, information or files outside of the brokerage unless explicitly authorized to do so in the performance of the Licensee's regular duties. No physical files shall be removed from an office without the permission of the RHSS Director of Compliance or Brokerage President and no other information obtained while working for RHSS shall be used for any purpose other than providing services to the brokerage or its clients and in all cases such information shall not be used to the detriment of any other Licensee or RHSS. All Licensees and assistants are obligated to honor the confidential information of any client or non-client party to any transaction. All documents containing a party's confidential information shall be stored electronically in a specially secured electronic file to guard against any unauthorized sharing of this information. Access to this information shall be granted on a limited basis to those who need to know such information.

Licensees are expected to conduct all related business interactions through the provided software including, but not limited to provided email. Licensees will be provided with initial login information and training for all software systems necessary for them to perform their duties during the onboarding process. Licensees shall keep confidential all user names and passwords for use of hardware, software, programs, and platforms (including, but not limited to log-in credentials for MLSs, email accounts, computers) and shall not share such credentials with any other Licensee or third party.

C. Qualifying Broker Agreements

All employee Licensees whose license is filed under RHSS as the Qualifying Broker, must execute a Qualifying Broker Agreement ("QBA"), which defines the relationship between RHSS, the Qualifying Broker and the other Licensees who the Qualifying Broker is responsible for supervising as required by the state real estate commissions. The QBA must be signed by the Qualifying Broker and the licensee. Only employee Licensees shall be eligible to be a Qualifying Broker. Independent contractors do not enter into QBAs, as they execute Independent Contractor Agreements instead as set forth below.

D. Independent Contractor Agreements

All Licensees who are contractors, not employees, of RHSS and whose licenses are filed under RHSS must execute an Independent Contractor Agreement (“ICA”), which defines the relationship between RHSS, the responsible supervising Qualifying Broker, and the Licensee. The ICA must be signed by the Qualifying Broker (or in some states where the Managing Broker is required to sign) and the licensee. Only Licensees who are employees of RHSS shall be eligible to be a Qualifying Broker and may execute ICAs as such.

E. Real Estate Licensing and MLS Membership

1. General Licensing and MLS Policies

All Licensees are required to follow these general licensing and MLS policies:

- All Licensees must register their licenses so as to be affiliated with the brokerage’s corporate name of Real Home Services and Solutions, Inc. d/b/a Owners.com. It is the responsibility of the Qualifying Broker and/or Managing Broker to ensure that all licenses are affiliated with the brokerage and that all licenses are displayed in compliance with all state requirements.
- RHSS may ask Licensees to become licensed in more than one state. In those instances, RHSS and the Licensee will work together to determine the jurisdictions where the Licensee should obtain a license and the type of license that should be obtained. Reciprocity will be utilized when applicable. Each state has a different set of rules and guidelines for reciprocity and this will need to be verified by each Licensee applying for licensure within a specific state.
- Continuing education requirements are the responsibility of every Licensee. Each state has time and content requirements depending on the type of license, roles and responsibilities and geographic location of the licensee. All Licensees must stay informed and compliant with continuing education requirements. For convenience, a list of the state requirements regarding continuing education are attached hereto as Exhibit B. NOTE: RHSS will endeavor to maintain Exhibit B to keep the information current, but Licensees remain responsible for ensuring that they are meeting the most current continuing education requirements.
- Licensees shall be required to join MLSs based on current clients’ needs, including institutional, retail, and investor clients. MLS membership requirements are specific to each MLS. In addition to fees paid, members must be licensed or sponsored by a licensee for MLS access. MLS classes may be required for membership and it is the Licensee’s responsibility to be

knowledgeable about requirements to maintain membership. This responsibility also includes submission of all invoices for payment of MLS dues and fees for payment in a timely manner. Patterns of penalties and/or fines for late payment will be reviewed for disciplinary action by management, if necessary. See "MLS Payment Process" below for additional details.

2. State Licensing Regulations and Compliance

Licensees are required to be knowledgeable and proactive about applicable state-specific statutory and regulatory requirements for maintaining licenses. This includes being fully knowledgeable on requirements for continuing education, disclosure obligations in listing and marketing efforts, disclosure obligations to buyers, obligations to customers and clients, transaction documentation, state-specific minimum services guidelines, renewal cycles, emerging policy and law changes, state compliance and any other related professional obligations to conduct licensed brokerage activity in each state. Licensees are required to follow directions provided to them by the Qualifying Broker in each state the Licensee holds a license.

3. License Renewals

Licensees are responsible for fulfilling all continuing education and license renewal requirements in a timely manner. Any pending license expiration dates for any licensee under RHSS must be submitted to the RHSS Compliance Director. Once the renewal process is complete, the Licensee must provide a scanned electronic copy of the new license and expiration date to the RHSS Compliance Director within **three (3) business days**.

Licensees shall follow the process outlined below for license renewals:

- Research state-specific continuing education requirements on the state REC website
- Complete necessary continuing education requirements, if applicable
- Complete and submit required documents for renewal with proper payment
- Create an expense reimbursement request through the Altisource expense management portal and upload confirmation of payment (e.g., receipt, screen capture, credit card statement)
- Confirm renewal submission via email to the Compliance Director and the Licensing Department (licensing@altisource.com), including your name, applicable state and submission date.
- Upon receipt of the renewal notification, email a copy of the notification to the Compliance Director and the Licensing Department. Upon receipt of a renewed license, email a scanned copy to the Compliance Director and the Licensing Department.

4. Applications for New Licenses

Existing Licensees may be required to obtain new licenses to ensure business continuity. The Regional Senior Managers and the Compliance Director must approve new applications. Licensing strategy will be determined by local presence, state reciprocity, production needs and business requirements.

Licensees shall follow the process outlined below to request a new license application:

- Contact the Qualifying Broker for the state to assess the need for an additional license and to determine which REC and MLS boards will need to be joined
- Go to the state REC website and review the application requirements
- Complete and submit required documents for renewal with proper payment
- Licensees who are employees can create an expense reimbursement request through the Altisource expense portal [ep:// intranet portal](#) and upload confirmation of payment (e.g., receipt, screen capture, credit card statement)
- Confirm application submission via email to the Compliance Director and the Licensing Department (Licensing@altisource.com), including your name, applicable state and submission date
- Upon receipt of approval notification, email a copy of the notification to the Compliance Director and the Licensing Department
- Upon receipt of the new license, email a scanned copy to the Compliance Director and the Licensing Manager.
- Submit applications to join necessary REC and MLS boards as directed by the state's Qualifying Broker.

F. Agency

Agency relationships define the roles and responsibilities between the brokerage, its Licensees and the brokerage's clients and customers. These roles and responsibilities can vary by state and the most conservative interpretation must be followed if state-specific requirements conflict or create uncertainty. Every agency relationship for RHSS requires the following:

1. RHSS only acts as an agent through written agreements with clients.
2. Licensees must provide all state-specific required agency disclosures prior to receipt of a written agreement memorializing the agency relationship. The agency relationship must be memorialized prior to any written offer being submitted by a Licensee on behalf of a client.

3. RHSS and its Licensees are strictly prohibited from providing brokerage services to a buyer and a seller in the same transaction (whether called dual agency, designated agency or other moniker), regardless of whether such activities are permissible under any state-specific laws, statutes, or regulations.
4. RHSS and its Licensees will work with clients in accordance with legal and contractual requirements to list and market the client's listings.
5. When the RHSS Licensee represents a buyer, the following types of agency are permitted when RHSS, to extent they are permitted by and consistent with state laws:
 - Exclusive Agency
 - Transactional Broker
 - No agency relationship (MLS entry-only)
6. When the RHSS Licensee represents a buyer, the following types of agency are permitted when RHSS, to extent they are permitted by and consistent with state laws:
 - Exclusive Agency
 - Transactional Broker
7. RHSS does not offer sub-agency and will not allow sub-agents of any kind, unless specifically approved in a state addendum.
8. When agency disclosure is required by state law, RHSS will follow state guidelines for required disclosures and duties.

G. Buyer's Agent Cooperation Agreements

When a Licensee is acting as the listing agent for a property, RHSS requires that Licensee to cooperate with agents representing buyers, unless cooperation is not in the seller's best interest or contractually prohibited. Licensees acting as the listing agent are responsible for ensuring accurate and timely disbursement of commission to the buyer's agent according to the terms of the applicable listing agreement and the MLS requirements. The applicable commission will vary depending on the allowed total sales commission offered by the Seller. Licensees must advise buyers or buyer's agents of the terms and conditions of sale, commission offered and any rebate, if applicable.

Licensees do not have the authority to offer, approve, or accept any changes to the commission, seller concession or other fees paid by the seller, unless prior written approval has been provided by the head of the brokerage's respective business line.

It is the responsibility of the Qualifying Broker to conduct due diligence, document state-specific cooperation agreement requirements, and to ensure adherence by all Licensees licensed in the state.

H. Referral Agreements

A real estate agent or brokerage can refer a seller to RHSS for payment of a referral fee if allowed in both the state where the referral is generated from and the state where the referral is being made to. Referring brokers should show substantial involvement in the referral of the Seller to RHSS to receive a fee. Specific terms of referral fees, if applicable, must be included in the applicable listing agreement.

Some states require written cooperation agreements specific to each transaction for payment of referral fees. Licensees are responsible for ensuring they remain apprised of any changes in their state's requirements affecting referral agreements from out-of-state brokers and advise the RHSS compliance team accordingly.

It is the responsibility of the Qualifying Broker to conduct due diligence, document state-specific referral agreement requirements and to ensure adherence by all brokers and agents licensed in the state.

IV. Operations

A. General Office Management

Every RHSS office is required to maintain a physical and/or electronic copy of this Office Policy Manual.

- **Hours of Operation:** RHSS hours of operation are Monday through Friday, excluding RHSS-approved holidays, 8:00AM to 5:00PM local time. Support personnel are available to answer phone calls 24/7 and will forward to Licensees as needed.
- **Dress Code:** RHSS team members are required to follow a corporate casual dress code with professional dress requirements when notified by management.
- **Brokerage Sign:** All RHSS offices are required to display an approved RHSS Brokerage sign that meets the state-specific guidelines. In addition, all applicable professional licenses are to be displayed and maintained according to state-specific requirements. Licensees shall advise the RHSS compliance team if any additional information is required in their state.
- **Email Signature Blocks:** All RHSS team members are required to include in their signature block required license details, if applicable, in all electronic communications. Licensees shall advise the compliance team if any additional information is required in their state.

B. Supervision and Training

Every state requires qualifying brokers (also referred to as “principle brokers” in some jurisdictions) to exercise supervision over their Licensees regardless of whether that licensee is an employee or an independent contractor of the real estate firm. In order to satisfy state requirements regarding supervision and provide Licensees with sufficient information regarding the firm’s business to enable the Licensee to comply with laws applicable to them in the performance of the brokerage services, RHSS requires all Licensees to participate in trainings from time to time.

1. Training for RHSS Employees

Every RHSS full time employee team member is required to fulfill all training assignments within the allotted time on Skillport, RHSS’s learning management system. Training includes modules regarding compliance requirements, management directives, RHSS business unit assignments and policy affirmations and certifications.

The Skillport user ID is usually an employee number preceded by the letter “u” and a password which is assigned at new employee orientation. Example: If your employee number is 123456, your Skillport user ID is u123456.

RHSS employees may access Skillport directly at <https://learningsystem.skillport.com/> or via the Altisource intranet at <http://altisourceintranet/Pages/IntranetHome.aspx>.

If technical assistance is needed, contact 1-866-754-5435.

2. Training for Independent Contractors

Every RHSS Licensee who is independent contractor is required to complete all assigned training modules prescribed by RHSS from time to time. Training modules will be offered by the brokerage on an ongoing basis and, while such Licensees are required to complete them within a designated time frame, such Licensees have the flexibility and freedom to decide which time and day they will complete the relevant module. Generally, in-person attendance will not be required in order to satisfy completion of the training module.

3. Supervisory Activities

Sales meetings are conducted weekly. Any brokerage policy, company happenings, changes in the market, new financing procedures, law changes, etc. will be discussed during these meetings. The purpose of the sales meetings is to keep all Licensees abreast of all facets of real estate happenings. They are training periods, round table for discussion periods, Q&A sessions concerning policies, new listings and requirements for property made by prospective purchaser requests.

Attendance at all sales meetings is highly encouraged for all Licensees; all Licensees are required to attend one (1) sales meeting per month. These meetings will be announced in advance and occur at regular times to permit Licensees to make necessary

adjustments in their appointment scheduling. Sales meeting dates and times will be determined by the Qualifying Broker and Managing Broker, as appropriate.

C. Trust Accounts

It is against RHSS policy to have trust accounts except where and when required by law. No earnest money or deposits of any kind are held and handled by the brokerage. Cooperating Brokers' Agents are to be notified immediately that an escrow agent will be responsible for holding these funds. Earnest money checks received in error are to be marked "Void" and returned to the sender to prevent deposit of funds.

D. Listings and MLS Entry/Update and Review

1. General Listing Policies

RHSS accepts real estate listings only pursuant to an executed listing agreement with the seller. It is the Licensee's responsibility to be aware of and remain compliant with state and MLS specific listing requirements at all times.

In general the below policies apply to all RHSS listings:

- Written executed listing agreements using approved forms are required on every listing, complete with all required addendums, disclosures and signatures.
- Listing agreements are state specific. Where RHSS represents institutional sellers, some listing agreements may be client-specific.
- RHSS will not accept Net Listings. A Net Listing is defined as one in which the owner agrees to allow an agent to keep sale proceeds over the price agreed upon.
- The continued maintenance of all RHSS Listing Agreements is the responsibility of RHSS. If a licensee is no longer with the company, Qualifying Brokers will assign listings to another Licensee, if necessary. The assigned Licensee will provide all necessary disclosures and make changes to the MLS and marketing sites accordingly.
- Lockboxes and access devices must comply with MLS and REC rules, when applicable.
- An RHSS Licensee, or family member of a Licensee may not bid on or purchase any property listed by RHSS.

2. MLS Entry/Update and Review

It is the responsibility of the Licensee to input, or supervise the input of their listings into the applicable MLS according to that MLS's requirements. Assistants may be utilized for the entry of listing data into MLS's where permitted by the MLS and state law. It is the

responsibility of each Licensee to ensure accuracy, marketability, completeness and compliance of their listings. The following is a list of MLS requirements that generally apply in most MLS, but each Licensee is responsible for knowing the complete requirements of each MLS:

- The property must be real property for sale, exchange or lease.
- The Listing must belong to the brokerage pursuant to a valid written agreement.
- The listing agreement must be valid, agreed upon and executed by all applicable parties with terms and language that meet state and MLS requirements.
- Changes are allowed only with authorization by the seller and must be made within a specific period that varies with each MLS.
- Must follow specific lockbox or property access requirements of each MLS.
- Listing price or minimum bid must be shown.
- List out all accurate details about the property known to the broker. Disclosure of known material defects must be made where required by law.
- Property details, listing information and description must be compliant with requirements of the Fair Housing Act to avoid discrimination (<https://www.hud.gov/offices/fheo/library/part109.pdf>)
- Termination date is required.
- Compensation must be reflected in a format that is acceptable by the MLS.
- Property status updates must be made timely in accordance with MLS rules

E. Advertising Policy

All RHSS advertising and marketing materials must be approved by the Corporate Compliance Department and Law Department. RHSS adheres to the Code of Ethics and Standards of Practice of the National Association of Realtors regarding advertising. Licensees are required to accurately present facts, information and materials in their advertising and representations to the public.

- Information on features of the property will not be advertised as "new" unless substantiated by evidence. If the verification is received, it will be advertised with the appropriate date. If the verification is not received, the Licensee must use other words such as "newer" or "recent" to describe the feature.
- A uniform approved RHSS company "For Sale" yard sign will be utilized with every asset.
- "For Sale" signs and lockboxes will be removed immediately upon expiration or withdrawal of a listing, or per the guidelines of the local listing service

- The RHSS policy is, prior to closing, the sold sign of RHSS shall stay on the property unless RHSS agrees otherwise. After the closing, a cooperating licensee may also post a sold sign. Either licensee may claim to have sold the property in advertising and representations to the public.
- Personal advertising outside of the brokerage by an individual Licensee is prohibited. Licensees may have individual advertising materials, provided that they are reviewed and approved by the applicable Compliance Director/Manager, Corporate Compliance Manager/Director, and Law Department.
- Any advertising containing financial terms of the offering must comply with Federal Truth-in-Lending laws, also known as Regulation Z.
- All advertising must be in compliance with the Dodd–Frank Wall Street Reform and Consumer Protection Act (“Dodd-Frank Act”), whereby it is unlawful for any provider of consumer financial products or services or a service provider to engage in any unfair, deceptive or abusive act or practice (“UDAAP”).

F. Document Review

Licensees have an affirmative duty to review all documents related to their transactions for discrepancies or errors. These documents include, but are not limited to, the Listing Agreement and Disclosures, MLS entries, the Purchase and Sale Agreement, Addenda, Amendments, all closing documents, including TRID, and any other documents or correspondence that may have a material effect on the transaction. Qualifying Brokers are required to review all documents consistent with supervisory activities required by applicable state law.

G. Authorization to Sign Contracts

Only a Qualifying Broker may sign documents on behalf of a Licensee. When the Qualifying Broker does so, the Qualifying Broker must sign his or her own name and may not sign in the name of the Licensee.

H. Escalation Policy

iCasework is the web-based escalation management system utilized by RHSS employees to record and manage customer and client feedback and escalations. All employees have access to iCasework on their system and should be able to immediately access if internet explorer is the default browser. Independent Contractors are required to make their Manager and Qualifying Broker aware of any escalations. The Independent Contractor’s Manager will be responsible for entering any escalations into the iCasework system.

Employees are instructed to use the system when a customer has a complaint, feedback or when an internal or external issue does not get resolved satisfactorily.

I. Legal and Tax Advice Prohibited

Licensees are prohibited from giving legal advice to a party, offer opinions or give advice regarding legal rights or obligations of a party except where that advice or opinion is generally considered to be within the scope of real estate licensee practices. Parties are advised to consult with their own attorneys. Licensees may explain the preprinted provisions of the standard listing agreement and purchase and sale agreement and any other approved forms the parties may be asked to complete and/or sign.

Licensees are not allowed to give tax advice, including deductions, exemptions and/or tax liabilities resulting from the purchase or sale of real estate. Tax questions are beyond the scope of real estate sales practices. Parties requesting this information should be directed to consult an attorney, tax accountant or other appropriate expert with expertise in the area requested.

J. Use of Experts and Inspections

Licensees are not allowed to go beyond their area of expertise. Use of an expert should be suggested in situations where appropriate. For example, if questions arise about the adequacy of the electrical system, the buyer or buyer's agent should be advised to consult with a building inspector, engineer or licensed electrician.

Licensees may not independently order inspection reports for REO property listings. Certain limited situations may require an independent contractor Licensee to order an inspection on behalf of their client, upon approval of the Licensee's Managing Broker.

Home Inspections: Consumers have the right to freely pick a home inspector of the buyer's or seller's choice. Brokers are not permitted to accept any fee or compensation in connection with a referral to a home inspector vendor. If a licensee refers a home inspector to a buyer or seller with whom they have or have had a relationship including, but not limited to, a business or familial relationship, then full disclosure of the relationship must be provided in writing prior to the buyer or seller using the services of the home inspector. As with any settlement provider, all referrals must also comply with section 8 of RESPA, which prohibits a person from giving or accepting anything of value for referrals of settlement service business related to a federally related mortgage loan.

V. Compliance

A. Fair Housing

Licensees are required to be compliant with the Fair Housing Act. The Fair Housing Act prohibits housing discrimination based on race, color, national origin, religion, sex, familial status or disability. The following activities are unlawful under the Fair Housing Act:

- Refusal to sell or rent housing
- Refusal to negotiate for housing
- To make housing unavailable
- To deny a dwelling
- To set different terms, conditions, or privileges for sale or rental of a dwelling
- To provide different housing services or facilities
- Falsely deny that housing is available for inspection, sale or rental.
- For profit, persuade owners to sell or rent (blockbusting)
- To deny anyone access to or membership in a facility or service (MLS) related to the sale or rental of housing

The following RHSS policies have been implemented to ensure compliance with the Fair Housing Act:

- Listings may not have racially exclusive images or a statement or advertisement with respect to the sale or rental of a dwelling that indicates a preference, limitation or discrimination based on any FHA protected class.
- Advertising should market the property and its amenities, rather than appealing to a certain type of buyer or tenant.
- The marketing websites (Owners.com and Hubzu.com) and “For Sale” sign utilized by RHSS includes the Equal Housing Opportunity logo. The website logo links directly to the Fair Housing website.
- All Licensees are required to complete Fair Housing Act training at least annually, and many additionally complete Fair Housing Act training as required for a new license or for continuing education.
- Licensees are required to be aware of and adhere to the National Association of Realtors Fair Housing Declaration, attached as Exhibit C.

B. Privacy and Confidentiality

RHSS and its affiliates provide their Privacy Notice on the Hubzu.com website, Owners.com website and Altisource.com website. It sets forth the types of information that Altisource and its subsidiaries share with affiliated parties.

All records of a brokerage office, as well as conversations concerning Company business, held by Licensees, Assistants and parties to the transaction, are considered confidential and shall not be disseminated. No files shall be removed from an office without the permission of the licensee and no other information obtained while working for this Company shall be used to the detriment of the licensee or the Company. All Licensees and Assistants shall be obligated to honor the confidential information of any client or non-client party to any transaction. All documents stating a party's confidential information shall be kept by the Office Manager in a special locked file to guard against any unauthorized sharing of this information. Access to this information shall be on a limited basis. Files shall be kept in accordance with applicable state-specific regulations.

C. Real Estate Settlement Procedures Act ("RESPA")

RESPA requires that consumers receive disclosures at various times in the financial transaction and outlaws kickbacks that increase the cost of settlement services. Annual RESPA training is provided to Licensees via the applicable learning management system. All Licensees shall consult with the Compliance Department and Law Department if they have any RESPA related questions or concerns. Refer to the National Association of Realtors website for RESPA exceptions allowing referral payments for Real Estate Brokers and requirements for Affiliated Business Disclosure requirements.

Under RESPA, Affiliated Business Arrangement Disclosure Statements must be provided when an exemption is applicable for referral to an affiliated party. The statement must include the nature of the relationship (explaining the ownership and financial interest) between the provider of settlement services (or business incident thereto) and the person making the referral and of an estimated charge or range of charges generally made by such provider (which describes the charge using the same terminology, as far as practical, as section L of the HUD-1 settlement statement). The disclosures must be provided on a separate piece of paper no later than the time of each referral. All Affiliated Business Arrangement Forms must be approved by the Compliance Department and Law Department.

D. TILA-RESPA Integrated Disclosure ("TRID")

The Consumer Financial Protection Bureau ("CFPB") Integrated Mortgage Disclosures under RESPA and TILA combines several forms designed to provide disclosures to help consumers understand key features, costs, and risks of a mortgage loan. Licensees are

to be knowledgeable about real estate sales disclosure and timeline requirements on the TRID Loan Estimate and the Closing Disclosure for a Buyer with a lender.

Loan Estimate – Required to be delivered or placed in the mail to the consumer no later than the third business day after receiving a consumer’s application. The final Estimate must be received at least 7-business day prior to closing. Real estate brokerage related sections are the Seller Credits included in the Calculating Cost to Close and the H. Other section of Other Costs where commission will be disclosed if known to the lender.

Closing Disclosure – Must be provided to the consumer at least three business days prior to consummation. Real estate brokerage sections include *Other Costs* under *H. Other* where commission is required to be listed, the *Summaries of Transactions* where the seller credits will show and the *Contact Information*. Contact information must include the licensee’s name, address, License ID, email and phone.

E. Unfair, Deceptive, or Abusive Acts or Practices

The Unfair or Deceptive Acts or Practices (“UDAP”) Act, governed by the Federal Trade Commission, prohibits unfair or deceptive acts or practices in or affecting commerce. All RHSS Licensees are responsible for ensuring that their listings fairly and accurately depict the properties, and that all listings, marketing, and representations made by the Licensees are in compliance with UDAP. All RHSS marketing materials are reviewed by the corporate Compliance Department and Law Department to ensure compliance with all applicable regulatory requirements.

F. Document Retention

All transactional documents are to be retained at least 7 years after the close of the transaction (or 7 years after document creation of no closing), unless a state specific requirement mandates more time.

This schedule is for qualified business records and is in effect, regardless of the format in which they are preserved or communicated. Retention periods apply to physical and electronic records. Electronic real estate and file documents are accepted in every state as verification of an original.

The following documents, when applicable, must be stored electronically and maintained.

1. Listing Agreement, including any addenda or amendments
2. Buyer Brokerage Agreement, including any addenda or amendments

3. Purchase and Sale Agreement or Contract, including any addenda, amendments or Exhibits
4. Verification of disclosures sent
5. Any applicable Buyer or Seller disclosures
6. HUD-1 Closing statement
7. Any other documents that pertain to the transaction including all email communication

If a licensee leaves the company and subsequently needs copies of any RHSS owned documents for audit purposes, required copies will be provided to the licensee upon request and as needed.

G. Policy on Regulatory and Attorney Communications

It is RHSS's policy to ensure that all complaints, investigations, notices and inquiries received from regulatory or other government agencies, MLS boards, consumer protection agencies and/or attorneys (or other legal representatives) are escalated immediately to the Law Department and Compliance Department for timely review and response.

H. Discrimination and Harassment Policy

RHSS absolutely prohibits harassment in any form. RHSS is committed to maintaining a work environment free of discrimination and harassment based upon factors such as gender, race, color, religion, age, national origin, ancestry, disability, veteran status, marital status, sexual orientation or any other employment status protected by applicable law. RHSS strongly opposes inappropriate and disrespectful conduct and communication of a sexual or other unlawful discriminatory nature. RHSS prohibits all sexual advances, not just those that are unwelcome. Unlawful harassment is against the Firm's policy and is in violation of Title VII of the Civil Rights Act of 1964, as well as the laws of various states in which the Firm operates.

VI. Exhibits

A. Exhibit A - Altisource Brokerage Service Employee Code of Conduct and Ethics

Altisource Brokerage Services Supplemental Employee Code of Business Conduct and Ethics

Altisource Portfolio Solutions S.A. and all its subsidiaries, including REALHome Services and Solutions ("RHSS"), are committed to the highest standards of ethical business practices, professional conduct and industry-leading client service. Our reputation with our clients, consumers and industry stakeholders is the cornerstone for our success and one that we will not compromise. As an Altisource employee, you are required to conduct business in accordance with the same values and in compliance with all governing laws, regulations and client requirements.

Altisource's Brokerage Code of Business Conduct and Ethics ("Code") sets forth fundamental principles and policies that Altisource requires of all its licensed real estate brokers and assistants while providing services for Altisource and its clients. This Code supplements your current standard policies and guidelines and supersedes and replaces any prior Brokerage Service Supplemental Code of Conduct and Ethics. This Code is intended to supplement, but not replace, Altisource's Code of Business Conduct and Ethics and Management Directives (collectively, the "Altisource Policies"). To the extent this Code conflicts with the Altisource Policies, or the Altisource Policies impose a higher or stricter standard of conduct than this Code, the Altisource Policies will govern.

1. Provide Industry-Leading Client Service:

You represent RHSS and Altisource in all interactions with sellers, buyers, buyers' agents, attorneys, closing offices and industry representatives. You are required to provide courteous and prompt responses, striving to exceed expectations in all communications. Regardless of the situation, you are required to demonstrate professional and respectful behavior to external and internal stakeholders, working to professionally and ethically represent the seller or buyer's interest, as required by the governing contract and obligations, with the goal to provide industry-leading customer service.

2. Ensure Quality and Compliance in All Marketing Efforts:

Altisource requires that you provide the highest quality listing and marketing efforts, in a timely manner and in adherence to service level requirements, client rule sets, MLS guidelines, legal and regulatory guidelines and industry best practices. We have a responsibility to our clients to ensure that we list, market and represent their interests

to the best of our abilities in each sales transaction. This responsibility includes being knowledgeable and current on existing and emerging compliance and regulatory requirements, providing high-quality listing photographs, utilizing compelling property descriptions and ensuring accuracy in all listing details, with timely listing updates to address any changes. In addition, all brokers are required to provide administrator access to all MLS websites and user portals where membership is maintained by Altisource. MLS access must be provided continuously without disruption to ensure quality and compliance for listing and marketing efforts.

3. Promote a Culture That Proactively Identifies and Reduces Risks:

Altisource fosters a culture of proactive risk mitigation to protect our company and our clients from reputational, legal and regulatory risks. This long-term perspective allows us to quickly adapt to changing business environments, especially in areas of emerging regulatory change. As representatives of Altisource, you are required to proactively identify and escalate reputational, regulatory, legal and financial risks for Altisource and our clients and to work with the management team to implement best practices to systematically eliminate such risks. As part of this culture, performing your duties means doing more than the minimum requirement, but doing the “right thing” to protect our company.

4. Assist in Audits and Investigations:

To support Altisource’s efforts to enforce compliant and ethical business practices, you are responsible for fully cooperating with any internal and external audit or investigation that is related to the services you provide for Altisource. This includes providing prompt written acknowledgment of receipt for response and meeting requests. Unless otherwise precluded by law, you are required to immediately notify Altisource of any external audit or investigation.

5. Maintain Strict Confidentiality:

As an Altisource employee with access to systems containing sensitive information, you are required to exercise complete discretion in all communications and are prohibited from disclosing confidential information regarding Altisource, our client or any mortgagor to any third party or to the general public, except pursuant to Altisource Policies. This includes representatives of the media, community stakeholders and any public forum, including social media.

6. Retain All Required Documents and Ensure Accessibility:

Altisource requires that you comply with all regulatory, state and investor requirements for proper document retention and storage practices, ensuring ease of accessibility for internal and external stakeholders who need to access contracts and transaction records. Altisource Policies relating to document retention must be followed with

proper security measures, utilizing dedicated storage locations and naming conventions with no contracts or transaction documents retained on local drives or movable/removable storage devices, under any circumstances.

7. Ensure Licensing Requirements are Current and Complete:

To ensure business continuity and compliant business practices for Altisource, you are required to complete all continuing education, license renewals and training requirements for residential sales and rental brokerage licenses in a timely manner. In addition, all MLS membership applications, renewals and payments must be submitted on time to prevent late fees and/or suspension.

Altisource promotes a learning environment and relies on employees to continuously advance their knowledge of the trade, best practices and emerging issues in the industry.

8. Enforce a Zero-Tolerance Policy for Improper or Fraudulent Activities:

As key stakeholders representing Altisource and our clients in real estate transactions, you hold a position of influence, which requires the utmost level of responsibility, integrity and honest business dealing. Without prior written approval from the General Counsel, you may not offer or provide leads, listing agent referral commissions or buyer agent referral commissions to family members, friends, acquaintances or former Altisource employees. In addition, no leads or referrals are to be assigned outside of Altisource-managed and approved referral programs. Any agreements to accept or offer full or partial commission, other monetary payment or non-monetary benefit, of any type, in exchange for directing leads or referrals from Altisource, or using your position to unduly influence the outcome of a transaction to increase personal gain for yourself or for known acquaintances will not be tolerated. Any employees found to be in violation of this policy may be sanctioned, up to and including termination. In addition, where applicable, any employees found to be in violation of this policy may be prosecuted to the fullest extent of the law and subjected to industry-related sanctions.

You are encouraged to assist RHSS by reporting any improper activities by any team member, supervisor, vendor or other stakeholder, which could present a reputational, regulatory, legal or financial risk to RHSS and our clients to your business unit leader, compliance director and/or the Altisource law department.

Acknowledgment:

I understand, acknowledge and agree to comply fully with the standards and policies contained in this Code. I further agree to immediately notify Altisource of any suspected violations of this Code of which I am aware. I understand, acknowledge and agree that this Code is a statement of policies for business conduct and does not, in any way, constitute an employment contract with Altisource.



REALHome Services and Solutions, Inc.

RHSS Brokerage Office Policy

REALHome Services and Solutions, Inc.

RHSS Brokerage Office Policy

Printed Name: _____
Signature: _____
Date: _____

B. Exhibit B – Continuing Education – General Quick Reference Guide

****PLEASE SEE STATE REC WEBSITES FOR SPECIFIC REQUIREMENTS, UPDATES, FIRST YEAR POST LICENSE OR POTENTIAL RECIPROCITY ALLOWANCES****

State	RE License Continuing Education Requirements Updated 02/02/2017
AL	15 hours every 2 years
AK	20 hours every 2 years, even years
AZ	24 hours - Salesperson/Associate, 30 hours Designated/Delegated Broker every 2 years (includes broker mgmt. clinic)
AR	7 hours annually
CA	45 hours every 4 years
CO	24 hours every 3 years – 4 minimum annually
CT	12 hours each even numbered year
DE	21 hours every 2 years
DC	15 hours every 2 years
FL	14 hours every 2 years
GA	36 hours every 4 years
HI	20 hours every 2 years
IA	36 hours every 3 years
ID	12 hours + 2 core courses every 2 years (18 total hours)
IL	Managing Broker 24 hours every 2 years, Broker/salesperson 12 hours every 2 years
IN	36 hours every 3 years – 12 per year
KS	12 hours every 2 years

KY	6 hours annually
LA	12 hours annually
ME	21 hours every 2 years
MD	15 hours every 2 years
MA	12 hours every 2 years
MI	18 hours every 3 years
MN	30 hours every 2 years
MS	16 hours every 2 years
MO	24 hours every 2 years
MT	12 hours annually
NE	18 hours every 2 years
NV	24 hours every 2 years, 12 must be in-seat
NH	12 hours every 2 years
NJ	12 hours every 2 years, odd years
NM	30 hours every 3 years
NY	22.5 hours every 2 years
NC	8 hours annually
ND	9 hours annually, max 8 hours in 24 hour time period
OH	30 hours every 3 years
OK	21 hours every 3 years
OR	30 hours every 2 years
PA	14 hours every 2 years, even years
RI	24 hours every 2 years, even years
SC	10 hours every 2 years (4 hours of mandatory CORE) Broker in Charge an additional 4 hours
SD	24 hours every 2 years
TN	16 hours every 2 years
TX	18 hours every 2 years (mandatory legal)
UT	18 hours every 2 years
VT	24 hours every 2 years
VA	16 hours every 2 years Salesperson, 24 hours every 2 years Broker
WA	30 hours every 2 years
WI	18 hours every 2 years Salesperson, 18 hours every 2 years Broker, even years
WV	7 hours annually

WY	Broker 53 hours every 3 years including broker mgmt./Salesperson and Assoc. broker 45 hours every 3 years
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C. Exhibit C - Fair Housing Declaration

I agree to:

- Provide equal professional service without regard to the race, color, religion, sex, handicap, familial status, national origin or sexual orientation of any prospective client, customer, or of the residents of any community.
- Keep informed about fair housing law and practices, improving my clients' and customers' opportunities and my business.
- Develop advertising that indicates that everyone is welcome and no one is excluded; expanding my client's and customer's opportunities to see, buy, or lease property.
- Inform my clients and customers about their rights and responsibilities under the fair housing laws by providing brochures and other information.
- Document my efforts to provide professional service, which will assist me in becoming a more responsive and successful REALTOR®.
- Refuse to tolerate non-compliance.
- Learn about those who are different from me, and celebrate those differences.
- Take a positive approach to fair housing practices and aspire to follow the spirit as well as the letter of the law.
- Develop and implement fair housing practices for my firm to carry out the spirit of this declaration.

Document Change Tracker

No.	Version	Date	Change	Section	Page	Done by - Designation	Approved by - Designation
1	1.0	08/23/2016	Initial Draft	All	All	Christopher Stevens - Senior Manager, Strategic Initiatives	Melissa Potier – Director, Compliance
2	1.1	09/02/2016	Approval	All	All	Christopher Stevens - Senior Manager, Strategic Initiatives	Larry Holt - Director, RHSS
3	1.2	11/14/2016	Revisions	All	All	Christopher Stevens - Senior Manager, Strategic Initiatives	Larry Holt - Director, RHSS
4	1.3	02/21/2017	Revisions, approval	All	All	Angela Brenwalt – Manager, Corporate Compliance	Robin Sheedy, Associate General Counsel
5	1.4	03/26/2018	Added note on home inspections	V(J)	15	Director, Broker Compliance and Quality Programs	Jeremy Goddard – Director, Brokerage Services



RHSS Regulator and Attorney Communication Policy

Document Classification	Internal Use Only	
BU Name	REALHome Services and Solutions, Rental Property Management and Owners.com	
Document Number	Version	Document Owner
ASPS-RHSS-PL-0428	5	Director, Brokerage Services
Reviewed on	Review Frequency	Next Review Date
3/28/2018	Yearly	3/28/2019
Prepared by	Reviewed by	Approved by
Angela Crawford	Robin Sheedy Melissa Potier Angela Flores	Jeremy Goddard Robert Kociecki Phillip Karp
Effective Date		
3/28/2018		

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I. Policy

Consistent with [Management Directive 12 Information Requests](#), it is the policy of REALHome Services and Solutions, Inc. d/b/a/ Owners.com (the “Brokerage”) to ensure that all communications received from regulatory or other governmental agencies, MLS boards, consumer protection agencies and attorneys (or other legal representatives) are timely received and escalated immediately to the Law and Compliance Department (“LCD”) for review and, if appropriate, response. These types of communications may include, but are not limited to, requests for information, complaints, notices of investigation, and notices of inquiry. The agent receiving the communication shall refer such communication to LCD in accordance with the procedure below. Senior Managers, Qualifying Brokers, Managing Brokers, Salespersons, Agents and other personnel are not permitted to respond to attorney or regulator inquiries, whether received verbally or in writing, without the prior written approval from LCD. Any employee who fails to adhere to this Policy is subject to disciplinary action up to and including termination.

II. Purpose and Scope

The purpose of this Policy is to ensure that any written or oral communication, notice, complaint, investigation or inquiry received from any Regulator is escalated to LCD in a timely manner in order to facilitate a timely and appropriate response to the Regulator and to provide any required notices to the Company’s client(s). This policy applies to any type of communication (whether written or oral) received from any regulatory or other governmental agency, an attorney, or any other legal representative regarding any matter arising from or relating to the Brokerage, an agent of the Brokerage or any other Altisource business (e.g. Altisource Online Auction, Inc., Hubzu, Owners.com, Altisource Rental Property Management, Premium Title Services). This Policy also covers inquiries and notices from an MLS board if related to a potential disciplinary action or has potential regulatory or legal impact. This policy is applicable to ***all*** licensees who hang their license under the Brokerage ***regardless of whether the licensee is an employee or independent contractor of the Brokerage***, including licensees who provide brokerage services for REO sales transactions, retail sale transactions, or rental property management and leasing transactions. This Policy is independent of any other applicable policies and procedures established in the [Code of Business Conduct and Ethics](#), [Management Directive No. 6 Customer Service/ Escalation Management](#) and the Escalation Management Procedures and [Management Directive No. 11 Policy and Procedures Regarding Accepting Legal Service of Process](#).

III. Procedure

A. Mailed Communication

If the communication subject to the scope of this Policy is received via mail (whether at an Altisource/RHSS/Owners.com office location or a home address), follow the steps below:

Steps	RHSS Employee Agents, Salespersons and Brokers	Owners.com 1099 Agents and Salespersons
Step 1	1. Stamp or write the received date on the envelope 2. Scan the document and envelope 3. On the same date of receipt, send the original document and envelope via overnight/priority mail to LCD in Atlanta. RHSS team will retain the original documents received on behalf of LCD. Altisource Solutions, Inc. Attention: Law and Compliance Department 1000 Abernathy Road, Suite 200 Atlanta, GA 30328	
Step 2	On the same date of receipt, the licensee shall email a copy of the scanned documents and envelope to the 1. Associate General Counsel and Senior Counsel responsible for the BU in LCD, 2. Director of RHSS and BrokerageMailbox@RHSS.com 3. Applicable Business Unit head (Owners.com, RHSS, or Rental Property Management), 4. Qualifying Broker for the state, and 5. Applicable Business Unit Compliance lead for Owners.com, RHSS or Rental Property Management	On the same day of receipt, the licensee shall email a copy of all documentation to the Managing Broker. The Managing Broker shall immediately forward all documentation via email to the 1. Associate General Counsel and Senior Counsel responsible for the BU in LCD, 2. Qualifying Broker, BrokerageMailbox@RHSS.com and 3. BU head of Owners.com
Step 3	On the same date of receipt, the applicable BU (RHSS, Owners.com or Rental Property Management) shall ensure that a copy of all scanned documents are immediately forwarded to NRZinternalescalation@altisource.com.	
Step 4	When forwarding the email communication, mark it “ Attorney Client Privileged ” in the subject line along with the title of the email. DO NOT proceed further without the prior written instruction from LCD.	

B. Emailed Communication

If the communication subject to the scope of this Policy is received via email, follow the steps below:

Steps	RHSS Employee Agents, Salespersons and Brokers	Owners.com 1099 Agents and Salespersons
Step 1	DO NOT respond to the email	
Step 2	On the same date of receipt, the licensee shall immediately forward the email and attachments to the 1. Associate General Counsel and Senior Counsel responsible for the BU in LCD, 2. Director of RHSS 3. Applicable Business Unit head (Owners.com, RHSS, or Rental Property Management), 4. Qualifying Broker for the state, and 5. Applicable Business Unit Compliance lead for Owners.com, RHSS or Rental Property Management	On the same day of receipt, the licensee shall immediately forward the email and the attachments to the 1. Managing Broker
Step 3	Go to Step 4	The Managing Broker shall immediately forward the email to the 1. Associate General Counsel and Senior Counsel responsible for the BU in LCD, 2. Qualifying Broker and 3. BU head of Owners.com
Step 4	Qualifying Brokers and Managing Brokers who receive emails directly from any regulatory authority or attorney or who receive emails from their agents or salespersons shall immediately forward the email with any applicable attachments to the Associate General Counsel responsible for the BU in LCD, RHSS Business Unit Head and RHSS Business Unit Compliance Director (see section IV).	
Step 5	On the same date of receipt, the applicable BU (RHSS, Owners.com or Rental Property Management) shall ensure that the documents are immediately forwarded to NRZinternaescalation@altisource.com	
Step 6	When forwarding the email communication, mark it "Attorney Client Privileged" in the subject line along with the title of the email.	
Step 7	After sending the email, do not proceed further without the prior written instruction from LCD.	

C. Phone Call Communication

If a phone call subject to the scope of this policy is received, proceed as follows:

Do not respond to any issue, question or concern without consulting with LCD for guidance and authorization to proceed. Regulators and attorneys may press for information but it is important that the contacted individual indicate he or she will need to take their information and respond to them later. Be cordial, but firm in any response.

Thank the caller and request contact information (phone and email) for follow-up.

Inform the caller know that you will forward their information to the appropriate parties and that you, or a designated representative, will contact them as soon as possible.

After the call ends, immediately send an email to the Associate General Counsel responsible for the BU in LCD, the Business Unit head and Business Unit Compliance lead describing the nature of the call. Be sure to mark it "**Attorney Client Privileged**" in the subject line along with the title of the email.

Do not respond or communicate with the regulatory or legal representative without prior written instruction from LCD.

IV. Contacts

Refer to the contact list below to forward communication in accordance with this Policy.

REALHome Services and Solutions		
	Name	Contact Information
Director – Brokerage Services	Jeremy Goddard	Jeremy.Goddard@RHSS.com IP Extension: 250445
Director – Broker Compliance	Angela Flores	Angela.Flores@Altisource.com IP Extension: 254310
Law and Compliance Department (LCD)		
	Name	Contact Information
Associate General Counsel	Robin Sheedy	Robin.Sheedy@Altisource.com IP Extension: 256066
Senior Counsel	Melissa Potier	Melissa.Potier@Altisource.com IP Extension: 257246
Rental Property Management		
	Name	Contact Information
Vice President	Inaas Arabi	Inaas.Arab@Altisource.com IP Extension: 252669
Owners.com		
	Name	Contact Information
Vice President	Joshua Steffan	Joshua.Steffan@hubzu.com IP Extension: 255850
Compliance Manager	Jermaine Kimble	Jermaine.Kimble@Hubzu.com IP Extension: 255835

Document Change Tracker

No.	Version No.	Date	Change	Section	Page No.	Done by - Designation	Approved by - Designation
1	1.0	11/11/2015	Initial document	All	All	Angela Brenwalt, Corporate Compliance Manager	Melissa Potier, Director, Compliance; Min Alexander, Senior Vice President, Real Estate Services
2	1.1	01/27/2017	Revisions, approval	All	All	Angela Brenwalt, Corporate Compliance Manager	Angela Brenwalt, Corporate Compliance Manager
3	1.2	02/28/2017	Revisions, updates	All	All	Jeff Kushner, Director of Compliance RHSS	Jeff Kushner, Director of Compliance RHSS, Robin Sheedy, Associate General Counsel and Joshua Steffan, Owners.com VP
4	1.3	08/06/2017	Updated footer for CT applicability	--	1	Angela Brenwalt Crawford, Corporate Compliance Manager	Angela Brenwalt Crawford, Corporate Compliance Manager
5	1.4	03/28/2018	Reviewed and updated throughout; NRZ inbox added; BrokerageMailbox added; Contact list updated.	All	All	Melissa Potier - Senior Counsel, LCD and Angela Flores – Director, Broker Compliance	Jeremy Goddard - Director, Brokerage Services, Robert Kociecki – Senior Vice President, Rental Property Management and Renovation and Phillip Karp – Senior Manager, Real Estate Brokerage, Owners



Legal Proceedings

Were you involved in any legal proceedings during the last 5 years? Yes ☒ No ☐

If yes, please provide details:

Record Type	Case Number	Court	Filing Date	Process Status	Description
Bankruptcy	15-14905	Mass	12/15	Discharged	to end defamation suit
Defamation	112014CA000409001da	Mass	2/14	ongoing	nuisance suit

Have you ever been convicted of a felony or are you aware of any threatened legal proceedings? Yes ☐ No ☒

If yes, please provide details:

Record type	Description

Please answer the following questions with Yes or No :

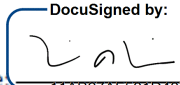
Have you ever faced lawsuits for negligence, errors or omissions? NO

Have you ever demonstrated a pattern or practice of defalcation regarding obligations? NO

Have you ever faced bankruptcy? Yes

Have you ever been involved in a tax evasion? NO

I, Michael Lissack certify that the information that I have provided is true and complete to the best of my knowledge. I authorize Altisource Portfolio Solutions, S.A. and its subsidiaries and their designated agents and representatives (collectively, "ASPS") to conduct due diligence on me for retention as an independent contractor. I understand that the scope of the due diligence may include, but is not limited to, the names and dates of previous/current employment, residential address history and aliases, searches of criminal history records and sexual offender registries and license verification. I agree to hold ASPS harmless from any damages suffered by ASPS if the results of this search include information that ASPS would not know is incorrect.

DocuSigned by:

 Signature: _____
 Name: Michael Lissack
 Date: 3/6/2017
 Title: Michael Lissack

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (“**Agreement**”) is made and entered into as of the latter date of the signatures indicated below (“**Effective Date**”) by and between **REALHome Services and Solutions, Inc. d.b.a. Owners.com** (“**Client**”), **Michael Lissack**, an individual (“**Contractor**”) who is licensed under the laws of the state of **Massachusetts** to engage in real estate sales as a broker/salesperson, and **Stephen Sibiga**, an employee of Client licensed under the laws of the state of Massachusetts to engage in real estate sales as a qualifying broker (“**Qualifying Broker**”).

In consideration of the mutual promises, covenants and agreements herein contained, the parties agree as follows:

Section 1. Term. The term of Contractor's engagement by Client hereunder the (“**Term**”) shall commence on the Effective Date of this Agreement and continue until terminated as provided in this Agreement. Notwithstanding the foregoing, Client may terminate this Agreement at any time by giving written notice of termination to Contractor.

To the maximum extent permitted by law, if this Agreement is terminated while Contractor has listings or pending transactions that require further work normally rendered by Contractor, Client shall make arrangements with another contractor to perform the required work, or Client shall perform the work itself. The contractor performing the work shall be reasonably compensated for completing work on those listings or transactions, and such reasonable compensation shall be deducted from Contractor's share of compensation. Except for such offset, Contractor shall receive the compensation due as specified hereunder.

Section 2. Independent Contractor Relationship. Client and Contractor intend that, to the maximum extent permissible by law:

(a) Contractor shall be deemed to be an independent contractor. Contractor shall be free to devote Contractor's real estate brokerage business or such portion of Contractor's entire time, energy,

effort and skill as Contractor sees fit. Contractor shall not be required to keep definite office hours, attend sales meetings or training sessions, adhere to sales quotas or participate in “floor time.” Contractor shall not have mandatory duties except those specifically set out in this Agreement. Nothing in this Agreement shall constitute an employment agreement or offer of employment (by either party), a partnership, a joint venture, or any other form of relationship other than an independent contractor relationship. Contractor's independent contractor status will define the parties' relationship notwithstanding any different designation on Contractor's real estate license. Contractor shall have no authority to bind Client to any contractual or other obligation whatsoever. Client shall not in any manner be answerable or accountable for: (i) any violation by Contractor of any federal, state or local laws, regulations, ordinances, rules or orders; or (ii) for any injury, loss or damage arising from or out of any act or omission of Contractor.

(b) Contractor shall acquire, as a self-employed person, such workmen's compensation and disability insurance as appropriate and consistent with its status as an independent contractor.

(c) Contractor hereby agrees not to claim or assert, or to support any third party assertion of, the existence of an employer/employee relationship with Client and/or the Qualifying Broker.

(d) Except as required by law: (i) Contractor is under the control of Client as to the results of Contractor's work only, and not as to the means by which those results are accomplished; (ii) Contractor has no authority to bind Client and/or the Qualifying Broker by any promise or representation; and (iii) Client and the Qualifying Broker shall not be liable for any obligation or liability incurred by Contractor.

(e) Contractor's only remuneration shall be the compensation specified in Section 4.

(f) Contractor who only performs as a real estate sales agent shall not be treated as an employee for state and federal tax purposes.

Section 3. Standards of Performance and Duties. Contractor shall devote all necessary business time and effort to successfully deliver the Services to Client during the Term hereof. Contractor shall perform the Services in a diligent, careful, thorough and professional manner consistent with good business practice. Contractor shall not take any business opportunity of Client for himself or for any other person or entity.

In addition to the foregoing, and except as otherwise set forth in this Agreement, during the Term of the Agreement, Contractor shall not, directly or indirectly, work as real estate agent or broker for other brokerage company or person, including himself/herself.

Section 4. Compensation.

(a) Fees. Unless otherwise specified in Exhibit 3 (Special Compensation Stipulations), in exchange for Contractor's ongoing performance of the Services and the other duties and obligations under this Agreement, Client shall pay to Contractor (i) one hundred US dollars (\$100.00) per listing agreement which are solicited and obtained by Client in which neither Contractor nor Client receive a commission, but in which Contractor performs any other part of the Services to Client's satisfaction, as requested by Client, (ii) a seventy percent (70%) share of the brokerage commission actually collected by Client on listings or other real estate related service contracts solicited and obtained by Contractor under which Client receives a commission, and on transactions on which Contractor's activities are the procuring cause, less any rebates provided, excluding those transactions that are the result of Contractor-generated leads, in which Client shall pay to Contractor a ninety percent (90%) share of brokerage commission actually collected by Client, less any rebates provided (collectively, the "Fee"). The Fee is the sole compensation due Contractor under this Agreement. Contractor waives the right to any amount not set forth in this Agreement including, late charges and interest. Client shall pay Contractor each undisputed Fee, less any applicable transaction charge. Client shall attempt in good faith to pay Contractor, as stated in the immediately preceding sentence, within five (5) business days of Client's receipt of payment from Client's customer. Client

may pay the Fee to Contractor via REALRemit®, a proprietary e-payables and customer payment portal or other such e-payable system as directed by Client. Client reserves the right to recoupment and offset for any amounts owed to Client by Contractor under this Agreement or any other agreement between Contractor and Client.

(b) Taxes. Contractor hereby acknowledges that as an independent contractor (non-employee) affiliated with Client, Contractor is responsible for the payment of all Contractor's own federal income taxes and self-employment taxes (FICA) together with any and all corresponding state, county and local taxes, if any. Contractor hereby waives any claims against Client now or in the future respecting such taxes of the right of Client not to withhold, not to pay or not to contribute to such taxes on behalf of Contractor.

(c) Right to Offset. Contractor acknowledges and agrees that, Client shall be entitled to deduct and offset any Fee, or part thereof, from any amount due by Contractor to Client under this Agreement, including, but not limited to, the amounts specified in Section 5 (b) and Section (d) below.

Section 5. Contractor's Ongoing Responsibilities; Licenses; Compliance with Laws, Rules and Regulations; MLS Board Memberships.

(a) Contractor shall act as an independent contractor real estate salesperson in obtaining listings and/or other real estate related service contracts, soliciting purchasers and/or lessees for all types of interests in and to real estate or for services relating to such real estate. Contractor shall submit for Client's prior written approval, all documents which may have a material effect upon the rights and duties of principals in a transaction and/or real estate related service contracts received or prepared by Contractor before sending it to such principals for review and signature. Contractor agrees that any and all listings of real estate or of any interest therein and all other real estate related service contracts approved by Client, including but not limited to those pertaining to the purchase, sale or rental of real estate or any interest in such real estate or services related to such real estate shall be taken in the name of Client, unless otherwise required by law or the rules and

regulations of the real estate commission, department or other governmental licensing authority of Massachusetts. Such listings and other real estate related service contracts shall be submitted by Contractor to Client within one (1) business day after receipt by Contractor, and shall become and remain the exclusive property of Client (altogether, the “**Services**”).

(b) Contractor shall ensure that all fees earned by Contractor in connection with the sale, lease or rental of real estate and any interest in such real estate or service relating to such real estate are made payable to Client, except that the brokerage commissions earned by Contractor in up to two (2) real estate transactions per year in which the Contractor is the buyer or seller, will be earned in their entirety by Contractor (provided the applicable deed is under the Contractor’s name and the Contractor acts in representation of themselves).. Notwithstanding the foregoing, Contractor and their Immediate Family Members are prohibited from either directly or indirectly entering bids for their own benefit in auction where Client, whether acting under its “Owners” d/b/a or otherwise, is the listing agent. For the purposes of this provision, “Immediate Family Member” means a spouse, domestic partner, parents, grandparents, children, grandchildren, siblings, including, in all cases, step-family members and anyone else residing with Contractor (other than a tenant or employee).

(c) Contractor shall be responsible for all of Contractor’s professional licenses and personal expenses, including but not limited to office, telephone, internet, fax, automobile, travel, workmen’s compensation and disability insurance and other insurance, entertainment, food, lodging, license fees and dues, all income taxes, self-employment taxes (FICA) and the like, which result or may result from being licensed, engaged in the real estate business and/or associated with Client.

(d) Contractor shall follow the commission structure for the brokerage services prescribed by Client and shall ensure that the documentation entered into by the parties for the purchase and/or sale of real estate and prepared for closing accurately reflects the approved commission structure. Contractor will provide all supporting documentation to Client.

(e) Contractor need only devote such portion of Contractor’s time and energy as Contractor deems appropriate for Contractor’s real estate brokerage business.

(f) Contractor shall, at Contractor’s expense, maintain the insurance policies as described in Exhibit 1.

(g) Contractor shall maintain, at Contractor’s expense, all necessary licenses, in good standing during the Term of this Agreement, including satisfying all applicable continuing education and provisional license requirements, which are necessary to provide Services in the relevant locations contemplated by this Agreement, which include, but are not limited to, the solicitation of offers to purchase, sell, lease, exchange, and/or manage real property.

(h) Contractor agrees to maintain the highest ethical standards in the conduct of Contractor’s real estate business. Contractor specifically agrees to abide by (i) all national, state and local laws applicable to Contractor’s business including, without limitation, law related to consumer privacy, telephone solicitation, , , marketing, anti-discrimination laws and restrictions against the giving or accepting a fee, or other thing of value, for the referral of business pursuant to the Real Estate Settlement Procedures Acts (RESPA) and (ii) all rules and regulations governing real estate transactions and the rules of ethical conduct established by the National Association of REALTORS. Contractor shall provide dependable, efficient, courteous, high quality and professional real estate services to the public. Contractor further agrees to strictly observe the most current guidelines, policies and operating procedures established by Client.

(i) Contractor shall maintain membership in good standing in the local Board of REALTORS, and the NATIONAL ASSOCIATION OF REALTORS and shall abide by all of the rules and regulations of each local Multiple Listing Service (MLS) in which Client participates.

(j) Contractor shall follow all procedures and use all disclosure statements, business contracts and other forms prescribed by Client.

(k) Contractor shall provide his/her own telephone number and fax number to be used on all advertisements including the MLS with clear instructions that all correspondence, including offers, shall be made to Contractor supplied numbers.

(l) Contractor shall immediately inform Client in writing via email to OwnersCompliance@altisource.com of any inquiry, audit, investigation, action, suit, or proceeding pending against, communicated to, or, to Contractor's knowledge, threatened against or affecting Contractor or Client as a result of or in connection with Contractor's acts or omissions existing or commencing in any court or before any governmental commission, board, or authority which could: (i) have an adverse effect on Contractor's or Client's reputation, (ii) affect Contractor's or Client's respective real estate licenses in any way, or (iii) affect Contractor's ability to perform the Services or otherwise meet their obligations under this Agreement.

Section 6. Qualifying Broker's Limited Supervision. Contractor is under the supervision of the Qualifying Broker only to the extent the Qualifying Broker deems necessary to comply with Massachusetts license law, and shall otherwise not be under the direct supervision or control of the Qualifying Broker.

Section 7. Confidential Information. All information, materials or documents in any way regarding or relating to Client or any of its affiliates or their respective businesses including, without limitation, all files and documents pertaining to listings, leads and transactions, any information requested by or provided to Contractor in any form, all information developed or obtained by Contractor and any information derived from, based on or otherwise arising out of any of the foregoing (collectively, "**Confidential Information**") shall: (a) be and at all times remain the sole and exclusive property of Client; (b) not be used by Contractor for any reason or purpose except in direct connection with Contractor's performance of his/her duties and obligations under this Agreement; and (c) not, without the express prior written consent and approval of Client in each instance, be disclosed by Contractor in whole or in part to any person or entity. Contractor acknowledges that money

damages would be an inadequate remedy for the injuries and damage that would be suffered by Client in the case of Contractor's breach of this Section 6. Therefore, Client, besides any other remedies it may have at law or in equity, including, without limitation, the right for Client to seek both direct and indirect monetary damages, shall be entitled to injunctive relief to enforce the provisions of this Section 6. Contractor's duties and obligations under this Section shall survive the termination or cancellation of this Agreement for any reason. Notwithstanding anything to the contrary herein, Contractor's liability for any breach of this section shall not be subject to any limitation of liability provision contained elsewhere in this Agreement. In the event of expiration or termination or upon request of Client, Contractor shall immediately return to Client, without retaining any copy thereof, all the Confidential Information, and any notes, extracts or other reproductions in whole or in part relating thereto.

Section 8. Privacy of Consumer Information. Client may from time to time provide Contractor with information or access to information concerning consumers. Contractor acknowledges that its right to use and re-disclose information concerning consumers is limited by the Gramm Leach Bliley Act of 1999, P.L. 106-102, 113 Stat. 1138 (the "**Gramm Act**") and its implementing regulations and other federal and state laws and regulations regarding privacy and the confidentiality of consumer records. To protect the privacy of information concerning consumers, Contractor agrees that it shall:

(a) Limit access to information concerning consumers to its employees who have a need to know, but only to the extent that such disclosure is reasonably necessary for the performance of Contractor's duties and obligations under this Agreement;

(b) Use information concerning consumers solely to carry out the purposes under this Agreement for which the information was disclosed and for no other purpose;

(c) Maintain the confidentiality of the information concerning consumers and not directly or indirectly disclose same to any person or entity in violation of (i) Title V of the Gramm Act and

implementing regulations, as the same may be amended from time to time, and (ii) applicable federal and state laws and regulations regarding privacy;

(d) Client shall not be required to provide to Contractor any account number or similar form of access number or access code for a consumer's credit card account, deposit account, or transaction account for use in telemarketing, direct mail marketing or other marketing through electronic mail to any consumer in violation of Section 502(d) of the Gramm Act and its implementing regulations, as the same may be amended from time to time, or in violation of any other applicable federal or state law or regulation regarding the privacy of account or access numbers or codes; and

(e) In the event of any conflict or ambiguity between this section and any other section in this Agreement, this section shall govern.

Section 9. Warranties. Contractor represents and warrants that: (a) Contractor is duly licensed as a real estate broker or salesperson in the state of Massachusetts and that Contractor is currently authorized to act as a real estate broker or salesperson in that state; (b) Contractor is not now, and has not been within the last five (5) years, a defendant in any lawsuit alleging professional misconduct, nor is Contractor currently subject to an investigation by a real estate commission or comparable oversight body; (c) there are no actions, suits, or proceedings pending or, to Contractor's knowledge, threatened against or affecting Contractor in any court or before any governmental commission, board, or authority which could have an adverse effect on Contractor's or Client's reputation or ability to provide real estate services contemplated herein; (c) Contractor is free to work with Client and that Contractor is not bound by any promise or commitment to any other real estate company, agency, association, firm, person or corporation that prohibits or prevents Contractor from providing Services to Client; (d) no representative of Client has represented that Contractor can earn a living selling residential real estate business; (e) Contractor's performance of the Services shall not violate any applicable treaty, compact, law, rule, ordinance, regulation or order; and (f) the Services shall be performed by

Contractor in a professional and workmanlike manner.

Section 10. Notices. All notices and other communications hereunder shall be in writing and shall be deemed given: (a) upon receipt if delivered personally or if mailed by registered or certified mail, return receipt requested and postage prepaid or (b) at noon on the business day after dispatch if sent by a nationally recognized overnight courier; and (c) if such notice is to Client, when (a) or (b) has occurred and a copy is sent and received by e-mail to: contractmanagement@altisource.com. All notices shall be delivered to the following address and e-mail address if to Client (or at such other address a party may specify by like notice):

If to Client:

REALHome Services and Solutions, Inc.
1000 Abernathy Road, Suite 200,
Building 400, Northpark Town Center,
Atlanta, GA 30328

Attention: Corporate Secretary

And to: contractmanagement@altisource.com

If to Contractor: 14 Stratford Road
Marblehead, MA 01945
ATTN: Michael Lissack
6177109565

Or to: Michael.lissack@gmail.com

If to Qualifying Broker: Stephen.Sibiga@RHSS.com

Section 11. Jurisdiction. All legal proceedings arising out of or in connection with this Agreement shall be brought solely in the federal or state courts located in the State of Georgia, and the parties expressly submit to the jurisdiction of such courts.

Section 12. Successors and Assigns. This Agreement and the terms, covenants, provisions and conditions hereof shall be binding upon, and shall inure to the benefit of, the respective heirs, successors and assigns of the parties hereto; provided, however, that without the prior written consent of Client, neither Contractor nor the Qualifying Broker may transfer, assign or delegate any of their rights or obligations under this Agreement. Any actual or attempted assignment or delegation contrary to this Section is null and void.

Client may assign this Agreement to any of its affiliates without consent from Contractor and/or the Qualifying Broker.

Section 13. Severability. If any provision of this Agreement is held to be invalid or unenforceable for any reason, such provision shall be conformed to prevailing law rather than voided, if possible, in order to achieve the intent of the parties and, in any event, the remaining provisions of this Agreement shall remain in full force and effect and shall be binding upon the parties hereto.

Section 14. Waiver of Jury Trial. THE PARTIES HERETO HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT WHICH EITHER OR BOTH OF THEM MAY HAVE TO RECEIVE A TRIAL BY JURY WITH RESPECT TO ANY CLAIMS, CONTROVERSIES OR DISPUTES WHICH MAY ARISE OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF.

Section 15. Disclaimer. THE SUCCESS OF CONTRACTOR IS SPECULATIVE AND WILL DEPEND ON MANY FACTORS INCLUDING, CONTRACTOR'S INDEPENDENT BUSINESS ABILITY. CONTRACTOR HAS NOT RELIED ON ANY WARRANTY OR REPRESENTATION, WRITTEN, PRINTED, OR ORAL, EXPRESS OR IMPLIED, AS TO POTENTIAL SUCCESS AND NO ONE HAS PROMISED, GUARANTEED OR ASSURED CONTRACTOR OF ANY LEVEL OF SUCCESS OR INCOME.

Section 16. Limitation of Damages. UNDER NO CIRCUMSTANCES WILL CLIENT BE LIABLE TO CONTRACTOR FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES BASED ON ANY THEORY OF CONTRACT, TORT, STRICT LIABILITY, STATUTE OR UNDER ANY OTHER LEGAL OR EQUITABLE PRINCIPLE OR OTHERWISE, ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, AND REGARDLESS OF WHETHER CLIENT HAS BEEN INFORMED OF, OR OTHERWISE MIGHT HAVE ANTICIPATED, THE POSSIBILITY OF SUCH DAMAGES.

Section 17. Liability and Indemnity. Client shall not be liable to Contractor for any expenses incurred by Contractor, nor shall Contractor have authority to bind Client by any promise or representation, unless specifically authorized in advance and in writing by Client. Contractor agrees to pay all damages, costs and expenses, including but not limited to the full amount of any errors and omissions insurance deductible assessed against or incurred by Client and/or its officers in defending or satisfying any claim or judgment against Client and/or its officers because of Contractor's activity. Further, Contractor agrees to pay all reasonable attorneys' fees, costs and other out-of-pocket expenses incurred by Client or its officers that arise from Contractor's activities. Contractor shall indemnify defend and hold Client harmless against any losses, damages, liabilities, penalties, fines, forfeitures, legal fees and related costs, judgments, and other costs and expenses resulting from any claim, demand, defense or assertion based on, in connection with, or resulting from (i) any act or omission of Contractor; or (ii) any breach of any of Contractor's covenants, agreements, representations and warranties contained in this Agreement. Maintenance of any insurance required by this Agreement shall not relieve Contractor of liability under this Section. The terms of this Section shall survive termination or expiration of this Agreement.

Section 18. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, oral or written, relating to said subject matter. Any unilateral terms or conditions on any materials that Contractor regularly uses (e.g., pre-printed materials, order forms, invoices, browse-wrap or click-wrap terms and conditions) will be null and void and of no consequence whatsoever in interpreting the parties' legal rights and responsibilities as they pertain to the Services provided under this Agreement.

Section 19. Enumeration and Headings. The enumeration and section headings used in this Agreement are placed for convenience of reference only and in the case of a conflict, the text, rather than such headings, will control.

Section 20. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all of which shall together constitute one and the same agreement.

Section 21. No Employment Agreement. CONTRACTOR HEREBY EXPRESSLY ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT IS NOT, AND WILL NOT UNDER ANY CIRCUMSTANCES BE DEEMED TO BE, A CONTRACT OF EMPLOYMENT BETWEEN CLIENT AND CONTRACTOR.

Section 22. No Waiver. All rights available to either party under this Agreement or any other document delivered hereunder or in connection herewith, or allowed it by law or equity, are and shall be cumulative and may be exercised separately or concurrently and from time to time without waiver of any other remedies. Neither party shall be deemed to have waived any right, power or privilege under this Agreement unless such waiver shall have been expressed in a written instrument signed by the waiving party. The failure of either party hereto to enforce any provision of this Agreement shall in no way be construed as a waiver of such provision or a right of such party to thereafter enforce such provision or any other provision of this Agreement.

Section 23. Construction. Unless the context of this Agreement otherwise clearly requires: (i) references in this Agreement to the plural include the singular, the singular the plural, the masculine the feminine, the feminine the masculine and the part the whole; and (ii) the word "or" shall not be construed as exclusive and the

word "including," "includes," and "included" shall not be construed as limiting.

Section 24. Trademark Use. Client hereby authorizes Contractor to use Client's logos on Contractor's business card, letterhead, yard signs and other real estate business materials approved by Client provided that Contractor complies with any and all guidelines provided by Client.

Section 25. Background Check. Contractor hereby agrees to cooperate with Client to perform investigative background inquiries related to Contractor, including, without limitation, inquiries related to consumer credit, professional and/or employment history and any criminal, motor vehicle or civil litigation record ("**Background Check**"), for which Contractor shall execute the Background Check consent and release form attached hereto as Exhibit 2. Contractor understands and agrees that receipt of consent and release form executed by Contractor, and Background Check results satisfactory to Client, in Client's sole discretion, are a condition precedent to the effectiveness of this Agreement.

Section 26. Modification of Terms. Client reserves the right to modify the terms of this Agreement upon written notice to Contractor. Contractor's continuation of Services after receipt of such notice shall be deemed to be Contractor's acceptance of such modifications.


Section 27. Electronic Signatures. This Agreement may be executed by providing an electronic signature under the terms of the Electronic Signatures Act, 15 U.S.C. § 7001 *et seq.*, and may not be denied legal effect solely because it is in electronic form or permits the completion of the business transaction referenced herein electronically instead of in person.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the Effective Date.

Contractor


REALHome Services and Solutions, Inc.

DocuSigned by:

11AB67AF504D407...
Signature

Michael Lissack
Name

3/6/2017
Date

9550410 Massachusetts
Real Estate License Number State

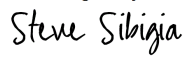
DocuSigned by:

46E26B52C32747C...
Signature

Larry Holt
Name (Print)

3/13/2017
Date

President, RHSS
Title

Qualifying Broker

DocuSigned by:

471D0A3104E7407...
Signature

Stephen P. Sibigia
Name

3/20/2017
Date

151478 Massachusetts
Real Estate License Number State

8822 Massachusetts
Corporate License State

Exhibit 1
Insurance Requirements

Contractor shall secure and thereafter maintain, at all times during the Term of the Agreement, the insurance specified below with limits not less than those specified for such coverage. Such insurance will be written (a) in a form and issued by companies acceptable to Client; (b) by companies licensed in the jurisdiction(s) where Contractor provides services; and (c) by companies that carry an A.M. Best rating of no less than A- / X. Contractor shall bear sole responsibility for the cost and expense of such insurance.

- Automobile Liability. An automobile liability insurance coverage with an aggregate limit of at least \$100,000 per occurrence and \$300,000 general aggregate. The insurance must cover all owned, non-owned and hired automobiles and such insurance will provide coverage not less than that of a comprehensive automobile liability policy. Contractual liability, if not provided in the policy form, is to be provided by endorsement. Contractor shall add Client as an additional insured on the respective automotive liability policy. Contractor's automotive liability policy shall be primary and non-contributory to any insurance cover maintained by Client.

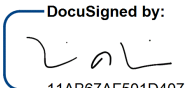
The policy of insurance will be endorsed to provide that the insurance company will provide written notice to Client at least thirty (30) days prior to the effective date of any cancellation of such policy.

Contractor shall submit to Client, certificates of insurance and all subsequent renewals evidencing the insurance required by this Agreement. Client may require that copies of the actual insurance policy or renewals or replacements be submitted to Client or Client's designated representative. All copies of the policy, if any, and certificates of insurance, will be in form and content acceptable to Client.

Contractor warrants that the insurance policy required by this Agreement will be maintained and timely renewed.

Exhibit 2
BACKGROUND CHECK CONSENT AND RELEASE

By my signature below, I consent to the release of criminal reports and/or investigative consumer reports to REALHome Services and Solutions, Inc. and its affiliates. I also authorize disclosure to REALHome Services and Solutions, Inc., its affiliates and/or to the background check vendor of information concerning my employment history, earning history, education, credit history, credit capacity and credit standing, motor vehicle history and standing, criminal history and litigation records. I hereby release REALHome Services and Solutions, Inc. and its affiliates, its officers, directors and employees harmless from any and all liability that may arise with respect to any of the foregoing reports and/or information.

DocuSigned by:

11AB67AE501D40Z

Signature

Michael Lissack
Name

3/6/2017
Date

s47123388
Driver's License Number

025364774
Social Security Number

Exhibit 3
Special Compensation Stipulations

The brokerage commission split provided in Section 4 (a) ii) does not include the broker bonuses received through the realtor MLS, which shall be earned in its entirety by Contractor.

Owners.com Agent Supplement to RHSS Office Policy Manual

Document Classification	Internal Use Only	
BU Name	Owners.com	
Document Number	Version	Document Owner
ASPS-Owners-PL-010	1	Sr. Manager, Broker Services
Reviewed on	Review Frequency	Next Review Date
10/24/2017	Yearly	10/24/2018
Prepared by	Reviewed by	Approved by
Carri Pereyra, Hubzu & Owners.com Compliance Manager	Phil Karp, Sr. Manager, Owners.com Robin Sheedy, Associate General Counsel	Angela Brenwalt, Manager, Corporate Compliance Melissa Potier, Director, Corporate Compliance
Effective Date	10/24/17	

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Owners.com Agent Supplement to RHSS Office Policy Manual

This document outlines the operational and transactional policies for Owners.com 1099 agents licensed under REALHome Services and Solutions, Inc. ("RHSS") d/b/a Owners.com ("Owners.com"). These agents are primarily responsible for providing real estate brokerage services to individuals and small investor (i.e., non-institutional) clients. The purpose of this document is to provide further transactional guidance to 1099 agents performing services for the Owners.com brokerage. This document is a supplement to the RHSS Office Policy Manual Policy Manual (located at <http://altisourcesharepoint/sites/CO/ON/Ownerscom/Policies/Current/ASPS-RHSS-PL-001-RHSS%20Brokerage%20Office%20Policy%20Manual.pdf>), which provides the detailed office policies for all licensees under the brokerage, including the Owners.com 1099 agents. This document does not apply to services provided by RHSS licensees pursuant to contracts with institutional clients, REO clients and rental property management clients.

I. Supervision

The Owners.com Managing Broker for each state is required to supervise all Owners.com 1099 agent licensees in the state, and those licensees' transactions. Failure to supervise agents and agent activities may constitute a regulatory violation and create risk for the brokerage and its licensed agents. Managing Brokers are responsible for holding regular weekly meetings with their agents to discuss any pending issues and answer any questions that their agents may have. Managing Brokers are also responsible for conducting an in-depth review of the first six (6) transactions completed by a 1099 agent whom the managing broker supervises. The Managing Broker is responsible for continuing to periodically review and audit files to ensure appropriate supervision. As the Qualifying Broker is ultimately responsible for all licensees in his/her state and their compliance with state regulations, routine communication and reporting must be established and maintained between Qualifying Brokers and Managing Brokers.

II. Dual and Designated Agency

Owners.com does not allow Dual Agency or Designated Agency (i.e., where the same agent or brokerage represents both sides of a transaction) at this time. Owners.com agents are also not permitted to represent buyers for any properties, whether listed with RHSS or a third party agent, marketed on the Hubzu.com website.

III. Required Documents

All required documents, whether required by a rule or regulation (local, MLS, state or federal) or by Owners.com,, must be shared with the consumer for signatures prior to making the first offer on a property (for buy side customers) and/or listing any property in the MLS, placing the property on any

websites for advertisement, or placing any signage on the property (for sell-side customers). State-specific and/or federally required documents will be specific to the transaction. In addition to any other state-specific, MLS or federally required documents specific to a transaction, all buy side transactions will include a buyer brokerage agreement, Owners.com Omnibus Affiliated Business Arrangement Disclosure form (“AfBA”) and all state required disclosures, including any applicable agency disclosures. In addition to any other state-specific, MLS or federally required documents specific to a transaction, all sell side transactions will include a listing agreement, Owners.com Omnibus Affiliated Business Arrangement Disclosure form (“AfBA”) and all state required disclosures, including any applicable agency disclosures. Agents must be familiar with the applicable state real estate licensing commission regulations, and should consult with the Managing Broker for the state if there is any question as to whether a given document is required in a transaction. Owners.com required documents will be located in each loop template and will include the Omnibus AfBA and the Title and Settlement Company Selection documents. Additional Owners.com required documents may be added as needed in the loop templates.

IV. Transaction Documents and Transaction Coordination

Owners.com’s Transaction Coordination team provides support to the 1099 agents. This team helps the agent ensure that the parties have signed and submitted all required documents. This team also follows up with the closing agent on a transaction to ensure a timely closing and provide any necessary documents. Agents should contact the Managing Broker with any questions specifically regarding Transaction Coordination.

It is essential that agents submit documents to Transaction Coordination through DotLoop. The standard documents to be utilized in buy side and sell side transactions are contained in the respective purchase and listing loops in Dotloop. Agents must utilize these documents in all transactions. Agents are prohibited from using any other documents without review and approval of the Managing Broker. The Managing Broker will ensure that Law Department and Compliance Department approvals are obtained.

Within seventy-two (72) hours of the effective date of the listing agreement, purchase and sale agreement, or rental contract, the contract and any other documents required per the DotLoop template must be submitted to Transaction Coordination. Any subsequent documents related to a transaction must also be submitted to Transaction Coordination within 72 hours of execution. Failure to submit either the initial listing agreement, purchase and sale agreement, or rental contract to Transaction Coordination within seventy-two (72) hours of execution, or failure to submit any subsequent documents within seventy-two (72) hours of execution, may result in a \$150 administrative penalty charged to the 1099 agent. Transaction Coordination team is responsible for checking the loops daily for date of document submission and determination as to whether any fee may apply. If Transaction Coordination discovers an instance where a fee may be assessed, the proposed fee will be escalated to the 1099 agent’s Managing Broker, Owners.com Broker Senior Manager, and Owners.com BU Compliance Manager for review and approval prior to any fee being assessed. Repeated failure to meet transactional timelines may result in termination of the agent’s independent contractor

agreement as this presents a potential risk to the agent's individual license, to the brokerage, and the customers.

All 1099 agents will be held accountable for any MLS fines received caused by an agent's conduct or inactivity on a transaction. The brokerage reserves the right to terminate the 1099 agent's ICA for repeated failure to act in accordance with state and MLS rules.

V. Adhering to Advertised Value Propositions

The Owners.com advertised value propositions present a commitment to the consumer. It is crucial to the company to retain high standards of consistency and consumer satisfaction. All advertised value propositions will be offered and enforced on all Owners.com transactions, whether the customer is Owners.com generated or self-generated by the agent.

VI. Buyer Rebate

The advertised buyer rebate (a/k/a buyer refund) must be offered to all buyers on all transactions to the fullest amount per the terms located on the Owners.com website.

VII. Full-Service Listings

The full-service listing model (1.5% or minimum \$3,000 commission) must be adhered to on all transactions where an Owners.com agent lists a property for sale, based on current terms located on the Owners.com website. In addition to the 1.5% commission paid to the listing broker, the seller is also responsible for a buyer's agent commission if an agent brings the buyer to the transaction. Traditionally, the buyer's agent commission is 2% - 3% of the sales price. Information about the buyer's agent commission is provided on Owners.com and should be clearly communicated to sellers by their agents. The buyer's agent commission offered by the seller should be documented in the listing agreement. If there is no buyer's agent in the transaction, there will not be a buyer's agent commission, and the total commission paid by the seller is the listing agent commission of 1.5%.

VIII. Guidelines for Rental Transactions

Rental transactions have state-specific and Owners.com required documents that need to be provided to the parties to the transaction. Owners.com agents are not allowed to draft leases for a landlord or tenant. Only landlord provided lease forms, or lease forms approved by the state real estate commission or state association of realtors, are authorized for use by Owners.com agents.

Owners.com strictly prohibits accepting or handling of security deposits, application processing/background checks, or property management of the leased property.

IX. Marketing and Advertising

Owners.com will provide business cards and yard signs to agents as needed. Any marketing materials must adhere to state and federal regulations including but not limited to UDAAP, Fair Housing Act, state-specific real estate licensing and advertising regulations. Any marketing and advertising materials

must be approved through the Managing Broker and the Owners.com Corporate Compliance Department prior to circulation. The brokerage reserves the right to terminate an agent's independent contractor agreement for failure to comply with this policy.

X. Individual Agent Websites / IDX access

As of 10/15/17, Owners.com does not authorize agents to have their own personal websites. However, Owners.com anticipates providing agents with their own websites through Owners.com in the near future. IDX access is not authorized by the brokerage at this time.

Document Change Tracker

No.	Version	Date	Change	Section	Page	Done by - Designation	Approved by - Designation
1	1	06/27/2017	New Document	All	All	Carri Pereyra, BU Compliance Mgr; Phil Karp, Sr. Mgr	Phil Karp, Sr. Mgr
2	1	10/13/2017	Revisions/Inquiries/Approval	All	All	Carri Pereyra, BU Compliance Mgr; Phil Karp, Sr. Mgr	Robin Sheedy, Asst. General Counsel
3	1	10/20/2017	Revisions, Approval	All	All	Angela Brenwalt, Corporate Compliance Manager	Angela Brenwalt, Corporate Compliance Manager
4	1	10/24/17	Revisions, Approval	All	All	Melissa Potier, Corporate Compliance Director	Melissa Potier, Corporate Compliance Director

Massachusetts Attorney General's Office | Wage Complaint or Dispute



Important Information

[Español](#) | [Português](#)

The Massachusetts Attorney General's Office represents the public interest, and cannot provide you with legal advice or act as your attorney. If you have any questions concerning your individual legal rights or responsibilities, you should contact a private attorney, or review the AGO Legal Resources page.

Please note that after 15 minutes of inactivity, a message will appear asking you if you want to continue your session. You must select "yes," or your session will end, and you will have to restart the form.

About Your Request

Select From Below (Required) *

- ☒ Non-Payment of Wage
- ☐ Child Labor / Youth Employment
- ☐ Domestic Violence Leave
- ☐ Prevailing Wage
- ☐ Employment Discrimination

Complete the information requested below for complaints relating to any of the reasons listed in the "Reasons for Filing" section.

Reasons for Filing Complaint

Choose all that apply

- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> Minimum wage | <input type="checkbox"/> Sick leave | <input type="checkbox"/> Retaliation |
| <input checked="" type="checkbox"/> Non-payment of wages | <input type="checkbox"/> Meal period | <input type="checkbox"/> Temp workers' right to know |
| <input checked="" type="checkbox"/> Overtime pay | <input type="checkbox"/> Tips | <input type="checkbox"/> Personnel records |
| <input checked="" type="checkbox"/> Sunday/holiday pay | <input type="checkbox"/> Domestic worker law | <input type="checkbox"/> Other |
| <input type="checkbox"/> Vacation pay | <input checked="" type="checkbox"/> Independent contractor misclassification | |
| <input type="checkbox"/> Deductions | <input type="checkbox"/> Unpaid commissions | |

☐ I am requesting permission to sue privately ("**private right of action**").

If you check the box above, we will send you permission to sue privately and this office will not pursue an investigation or enforcement at this time.

Workers have the right to sue their employers for violations of wage and hour and prevailing wage laws. Workers may sue on their own or as a group with other workers, if they have similar complaints. Workers who win their case have a right to triple damages, attorney fees, and court costs.

Complaint Against

Company or Employer Name (Required) *

RealHomes Services and Solutions dba Owners.com

Company or Employer Type (Required)*

Retail/Sales

Company or Employer Street Address (Required)*

1000 Abernathy Rd, Suite 245

City (Required)*

Atlanta

State (Required)*

Georgia

Zip Code (Required)*

30328

Company Phone

404-599-5031

Number of Employees

200+

Owner and/or Supervisor Name and Contact Information

Phil Karp | Senior Manager, Brokerage Services

phil.karp@owners.com | Skype - philkarp1

P: 404.599.5031

Georgia RE License #316017

Owners.com

1000 Abernathy Rd, Suite 245

Atlanta, Georgia 30328-5604

www.owners.com

Employment Dates**From To** ☐ **Present**3/17 4/1
8**Reason Employment Ended**☒ I quit or resigned. ☐ I was fired or laid off.**Time Period of Violation****From (Required)* To (Required)*** ☐ **Present**

9/17 4/18

Report or Complaint Detail**I need help**

for myself

Type of Work Performed and Job Title (Required)*

Real estate agent

Pay Rate (Required)*

\$0.00

Per (Required)*

/ Hour

Total Amount Owed

Provide detailed information about what happened, including relevant dates and names. If you have complained to the employer, tell us what happened.

You cannot attach supporting documents (for example, pay stubs or time records) at this time. If you have documents that support your complaint, please describe them here. If we decide to investigate your complaint, you will have the opportunity to provide supporting documents. Please keep copies of these documents. (Required)*

Owners.com misclassification of employees as independent contractors. Owners.com agents since the summer of 2017 have not the autonomy required. Owners.com exercises almost complete control and direction with regard to the performance of the work. Agents are supplied with leads (and discouraged from developing their own) and then told who to contact, when, what to say, and are monitored at each step in the process through what is call the Owner.com Agent App (a mobile phone app). Failure to follow the prescribed steps results in coaching or intervention from the Owners.com central office. Owners.com agents are prohibited by contract from conducting their own marketing (a prohibition many ignore), prohibited from having their own websites (again ignored by many), prohibited from representing a client in a transaction where there already exists an Owners.com relationship (despite the fact that such representation is standard industry practice and Massachusetts having strict rules about how this is to be conducted), prohibited from working on commercial transactions. Owners.com exercises this direction and control through unlicensed employees.

Has Someone Helped You?

- ☐ I contacted a community organization, lawyer, union, or government agency.
- ☐ I hired a lawyer or attorney to represent me.
- ☐ Other
- ☒ I have not asked for help before filing this complaint.

Employee Contact Information

☐ I want to remain anonymous.

First Name Michael **Last Name** Lissack

Street Address
14 Stratford Rd

City Marblehead **State** Massachusetts **Zip Code** 01945

Phone
617-710-9565

Email
If you provide your email address, you will receive a confirmation email after submitting this form with a copy of the completed complaint attached.
michael.lissack@gmail.com

Date of Birth
08/05/1958

Preferred Language (If not English)

☐ I am a U.S. Military Service Member or Veteran, or filing on behalf of an employee who is a member of the military.

Alternate Contact Person (Optional)

Name
Michael R. Lissack

Phone
617-710-9565

Signature

Important:

1. The information you provide to our office is considered a public record. This means that a member of the public could ask us to share the information you provided.
2. Some information you give us may be publicly posted on the AGO website such as the name of the business you complained about and the date the complaint was filed.
3. **We will not share your personal information** like your name, street address, phone number, or email address with the general public.
4. We may share your name with the business you are complaining about in order to resolve your complaint. If you do not want us to share your name and personal information with anyone, please let us know.

☒ **By entering my name below, I certify that:** (Required)*

1. The information I have provided is true and correct to the best of my knowledge, and
2. I authorize the AGO to discuss my complaint with the entity I am complaining about, and
3. I understand that my submission, except for personal information, will become part of the public record.

Type Full Name of the Person Submitting Form (Required)*

Michael R. Lissack

Date Submitted

07/12/2018

Submit

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (“**Agreement**”) is made and entered into as of the latter date of the signatures indicated below (“**Effective Date**”) by and between **REALHome Services and Solutions, Inc. d.b.a. Owners.com** (“**Client**”), **Michael Lissack**, an individual (“**Contractor**”) who is licensed under the laws of the state of **California** to engage in real estate sales as a broker/salesperson, and **David Judd**, an employee of Client licensed under the laws of the state of **California** to engage in real estate sales as a qualifying broker (“**Qualifying Broker**”).

In consideration of the mutual promises, covenants and agreements herein contained, the parties agree as follows:

Section 1. Services Provided by Contractor; Contractor’s Ongoing Responsibilities; Licenses; Compliance with Laws, Rules and Regulations; MLS Board Memberships.

(a) Contractor shall act as an independent contractor real estate salesperson and provide for Client services to third parties related to the sale, exchange, option, purchase, rent, lease, or management of real estate (the “**Services**”) in accordance with the standards, processes and procedures established by Client. Such Services may include, but are not limited to, providing representation to customers and clients as their real estate agent in the purchase or sale of real estate, responding to inquiries from prospective clients, obtaining listings and/or other real estate related service contracts, soliciting purchasers and/or lessees for all types of interests in and to real estate or for services relating to such real estate. Contractor shall use documents and forms approved by Client and Qualifying Broker in advance. To the extent Contractor prepares documents that are not pre-approved by Client and Qualifying Broker, Contractor shall submit for Client’s and Qualifying Broker’s prior written approval, all documents which may have a material effect upon the rights and duties of principals in a transaction and/or real estate related service contracts received or prepared by Contractor before sending it to such principals for review and signature. Contractor agrees that any and all listings of real estate or of any interest therein and all other real estate related service contracts approved by

Client, including but not limited to those pertaining to the purchase, sale or rental of real estate or any interest in such real estate or services related to such real estate shall be taken in the name of Client, unless otherwise required by law or the rules and regulations of the real estate commission, department or other governmental licensing authority of California. Such listings and other real estate related service contracts shall be submitted by Contractor to Client within one (1) business day after receipt by Contractor, and shall become and remain the exclusive property of Client.

(b) Contractor shall ensure that all Services are provided through Client. Contractor shall not engage in the provision of any services which would require a real estate agent license outside of Client. Contractor shall ensure that all fees earned by Contractor in connection with the Services are made payable to Client, except that the brokerage commissions earned by Contractor in up to two (2) real estate transactions per year in which the Contractor is the buyer or seller, will be earned in their entirety by Contractor (provided the applicable deed is under the Contractor’s name and the Contractor acts in representation of themselves), provided that Contractor executes such transactions through Client as required by this Section 1(b). Contractor and their Immediate Family Members are prohibited from either directly or indirectly entering bids for their own benefit in auction where Client, whether acting under its “Owners” d/b/a or otherwise, is the listing agent. For the purposes of this provision, “Immediate Family Member” means a spouse, domestic partner, parents, grandparents, children, grandchildren, siblings, including, in all cases, step-family members and anyone else residing with Contractor (other than a tenant or employee).

(c) Contractor shall be responsible for all of Contractor’s professional licenses and personal expenses, including but not limited to office, telephone, internet, fax, automobile, travel, workmen’s compensation and disability insurance and other insurance, entertainment, food, lodging, license fees and dues, all income taxes, self-employment taxes (FICA) and the like, which result or may result from being licensed, engaged in the real estate business and/or associated with Client. Client may, in its sole discretion, agree to reimburse Contractor for certain of the following expenses related to

Contractor's performance of the Services under this Agreement: (i) filing fees paid to a state real estate commission for renewal of Contractor's real estate license, (ii) membership fees for certain REALTORS associations and/or MLS boards. Any such reimbursement must be arranged in advance with Client through its Director, Brokerage Operations and must be agreed to in writing.

(d) Contractor shall follow the commission structure for the brokerage services prescribed by Client and shall ensure that the documentation entered into by the parties for the purchase and/or sale of real estate and prepared for closing accurately reflects the approved commission structure. Contractor will provide all supporting documentation to Client.

(e) Contractor shall, at Contractor's expense, maintain the insurance policies as described in Exhibit 1.

(f) Contractor shall maintain, at Contractor's expense, all necessary licenses, in good standing during the Term of this Agreement, including satisfying all applicable continuing education and provisional license requirements, which are necessary to provide Services in the relevant locations contemplated by this Agreement, which include, but are not limited to, the solicitation of offers to purchase, sell, lease, exchange, and/or manage real property.

(g) Contractor agrees to maintain the highest ethical standards in the conduct of Contractor's real estate business. Contractor specifically agrees to abide by (i) all national, state and local laws applicable to Contractor's business including, without limitation, law related to consumer privacy, telephone solicitation, marketing, anti-discrimination laws and restrictions against the giving or accepting a fee, or other thing of value, for the referral of business pursuant to the Real Estate Settlement Procedures Acts (RESPA), (ii) all rules and regulations governing real estate transactions and the rules of ethical conduct established by the National Association of REALTORS, (iii) the Client Brokerage Office Policy Manual. Contractor shall provide dependable, efficient, courteous, high quality and professional real estate services to the public. Contractor further agrees to strictly observe the most current guidelines, policies and operating procedures established by Client.

(h) Contractor shall maintain membership in good standing in the local Board of REALTORS, and the NATIONAL ASSOCIATION OF REALTORS and shall abide by all of the rules and regulations of each local Multiple Listing Service (MLS) in which Client participates.

(i) Contractor shall follow all procedures and use all disclosure statements, business contracts and other forms prescribed by Client.

(j) Contractor shall immediately inform Client in writing via email to OwnersCompliance@altisource.com of any inquiry, audit, investigation, action, suit, or proceeding pending against, communicated to, or, to Contractor's knowledge, threatened against or affecting Contractor or Client as a result of or in connection with Contractor's acts or omissions existing or commencing in any court or before any governmental commission, board, or authority which could: (i) have an adverse effect on Contractor's or Client's reputation, (ii) affect Contractor's or Client's respective real estate licenses in any way, or (iii) affect Contractor's ability to perform the Services or otherwise meet their obligations under this Agreement.

Section 2. Term; Termination. The term of Contractor's engagement by Client hereunder the ("Term") shall commence on the Effective Date of this Agreement and continue until terminated as provided in this Agreement. Notwithstanding the foregoing, Client may terminate this Agreement at any time by giving written notice of termination to Contractor, and Contractor may terminate this Agreement at any time by giving thirty (30) days prior written notice to Client.

To the maximum extent permitted by law, if this Agreement is terminated while Contractor has listings or pending transactions that require further work normally rendered by Contractor, Client shall make arrangements with another contractor to perform the required work, or Client shall perform the work itself. The contractor performing the work shall be reasonably compensated for completing work on those listings or transactions, and such reasonable compensation shall be deducted from Contractor's share of compensation. Except for such offset, Contractor shall receive the compensation due as specified hereunder.

Section 3. Independent Contractor Relationship. Client and Contractor intend that, to the maximum extent permissible by law:

(a) Contractor shall be deemed to be an independent contractor. Contractor shall be free to devote Contractor's time, energy, effort and skill as is necessary to meet Contractor's obligations under this Agreement. Contractor shall not be required to keep definite office hours or participate in "floor time". Contractor shall not have mandatory duties except those specifically set out in this Agreement. Nothing in this Agreement shall constitute an employment agreement or offer of employment (by either party), a partnership, a joint venture, or any other form of relationship other than an independent contractor relationship. Contractor's independent contractor status will define the parties' relationship notwithstanding any different designation on Contractor's real estate license. Contractor shall have no authority to bind Client to any contractual or other obligation whatsoever. Client shall not in any manner be answerable or accountable for: (i) any violation by Contractor of any federal, state or local laws, regulations, ordinances, rules or orders; or (ii) for any injury, loss or damage arising from or out of any act or omission of Contractor.

(b) Contractor shall acquire, as a self-employed person, such workmen's compensation and disability insurance as appropriate and consistent with its status as an independent contractor.

(c) Client and Contractor acknowledge and agree that Contractor shall not be treated as an employee with respect to the provision of any of the Services for Federal tax purposes. Contractor hereby agrees not to claim or assert, or to support any third party assertion of, the existence of an employer/employee relationship with Client and/or the Qualifying Broker.

(d) Except as required by law: (i) Contractor is under the control of Client as to the results of Contractor's work only, and not as to the hours spent accomplishing such results; (ii) Contractor has no authority to bind Client and/or the Qualifying Broker by any promise or representation; and (iii) Client and the Qualifying Broker shall not be liable for any obligation or liability incurred by Contractor.

(e) Contractor's only remuneration shall be the compensation specified in Section 4 which is

based on Contractor's sales and other performance outputs.

(f) Contractor is only performing Services as a real estate sales agent and shall not be treated as an employee for state and federal tax purposes.

Section 4. Standards of Performance and Duties. Contractor shall devote all necessary business time and effort to successfully deliver the Services to Client during the Term hereof. Contractor shall perform the Services in a diligent, careful, thorough and professional manner consistent with good business practice. Contractor shall not take any business opportunity of Client for himself/herself or for any other person or entity.

In addition to the foregoing, during the Term of the Agreement, Contractor shall not, directly or indirectly, work as real estate agent or broker for other brokerage company or person, including himself/herself.

Section 5. Compensation.

(a) Fees. In exchange for Contractor's ongoing performance of the Services and the other duties and obligations under this Agreement, Client shall pay to Contractor the compensation in accordance with the rate card set forth in Exhibit 2 (Fees – Rate Card). The Fees are the sole compensation due Contractor under this Agreement. Contractor waives the right to any amount not set forth in this Agreement. Client shall pay Contractor each undisputed Fee, less any applicable transaction charge in accordance with Exhibit 2 and the Addendum to Exhibit 2, as the case may be. Client may pay the Fee to Contractor via REALRemit®, a proprietary e-payables and customer payment portal or other such e-payable system as determined by Client.

(b) Taxes. Contractor hereby acknowledges that as an independent contractor (non-employee) affiliated with Client, Contractor is responsible for the payment of all Contractor's own federal income taxes and self-employment taxes (FICA) together with any and all corresponding state, county and local taxes, if any. Contractor hereby waives any claims against Client now or in the future respecting such taxes of the right of Client not to withhold, not to pay or not to contribute to such taxes on behalf of Contractor.

(c) Right to Offset. Contractor acknowledges and agrees that Client shall be entitled to deduct and offset any Fee, or part thereof, from any amount due by Contractor to Client under this Agreement or any other agreement between Contractor and Client.

Section 6. Qualifying Broker's Limited Supervision. Contractor is under the supervision of the Qualifying Broker to the extent the Qualifying Broker deems necessary to comply with California license law.

Section 7. Confidential Information. All information, materials or documents in any way regarding or relating to Client or any of its affiliates or their respective businesses including, without limitation, all files and documents pertaining to listings, leads and transactions, any information requested by or provided to Contractor in any form, all information developed or obtained by Contractor and any information derived from, based on or otherwise arising out of any of the foregoing (collectively, "**Confidential Information**") shall: (a) be and at all times remain the sole and exclusive property of Client; (b) not be used by Contractor for any reason or purpose except in direct connection with Contractor's performance of his/her duties and obligations under this Agreement; and (c) not, without the express prior written consent and approval of Client in each instance, be disclosed by Contractor in whole or in part to any person or entity. Contractor acknowledges that money damages would be an inadequate remedy for the injuries and damage that would be suffered by Client in the case of Contractor's breach of this Section 7. Therefore, Client, besides any other remedies it may have at law or in equity, including, without limitation, the right for Client to seek both direct and indirect monetary damages, shall be entitled to injunctive relief to enforce the provisions of this Section 7. Contractor's duties and obligations under this Section shall survive the termination or cancellation of this Agreement for any reason. Notwithstanding anything to the contrary herein, Contractor's liability for any breach of this section shall not be subject to any limitation of liability provision contained elsewhere in this Agreement. In the event of expiration or termination or upon request of Client, Contractor shall immediately return to Client, without retaining any copy thereof, all the Confidential Information, and any

notes, extracts or other reproductions in whole or in part relating thereto.

Section 8. Privacy of Consumer Information. Client may from time to time provide Contractor with information or access to information concerning consumers. Contractor acknowledges that its right to use and re-disclose information concerning consumers is limited by the Gramm Leach Bliley Act of 1999, P.L. 106-102, 113 Stat. 1138 ("**GLBA**") and its implementing regulations and other federal and state laws and regulations regarding privacy and the confidentiality of consumer records. To protect the privacy of information concerning consumers, Contractor agrees that it shall:

(a) Limit access to information concerning consumers to its employees who have a need to know, but only to the extent that such disclosure is reasonably necessary for the performance of Contractor's duties and obligations under this Agreement;

(b) Use information concerning consumers solely to carry out the purposes under this Agreement for which the information was disclosed and for no other purpose;

(c) Maintain the confidentiality of the information concerning consumers and not directly or indirectly disclose same to any person or entity in violation of (i) Title V of GLBA and implementing regulations, as the same may be amended from time to time, (ii) applicable federal and state laws and regulations regarding privacy, and (iii) Client's privacy policy;

(d) Client shall not be required to provide to Contractor any account number or similar form of access number or access code for a consumer's credit card account, deposit account, or transaction account for use in telemarketing, direct mail marketing or other marketing through electronic mail to any consumer in violation of Section 502(d) of GLBA and its implementing regulations, as the same may be amended from time to time, or in violation of any other applicable federal or state law or regulation regarding the privacy of account or access numbers or codes; and

(e) In the event of any conflict or ambiguity between this section and any other section in this Agreement, this section shall govern.

Section 9. Warranties. Contractor represents and warrants that: (a) Contractor is duly licensed as a real estate broker or salesperson in the state of California and that Contractor is currently authorized to act as a real estate broker or salesperson in that state; (b) Contractor is not now, and has not been within the last five (5) years, a defendant in any lawsuit alleging professional misconduct, nor is Contractor currently subject to an investigation by a real estate commission or comparable oversight body; (c) there are no actions, suits, or proceedings pending or, to Contractor's knowledge, threatened against or affecting Contractor in any court or before any governmental commission, board, or authority which could have a an adverse effect on Contractor's or Client's reputation or ability to provide real estate services contemplated herein; (d) Contractor has not demonstrated a pattern or engaged in the practice of defalcation; (e) Contractor has never filed a petition for bankruptcy; (f) Contractor has not been involved in a tax evasion scheme; (g) Contractor is free to work with Client and that Contractor is not bound by any promise or commitment to any other real estate company, agency, association, firm, person or corporation that prohibits or prevents Contractor from providing Services to Client; (h) no representative of Client has represented that Contractor can earn a living selling residential real estate business; (i) Contractor's performance of the Services shall not violate any applicable treaty, compact, law, rule, ordinance, regulation or order; and (j) the Services shall be performed by Contractor in a professional and workmanlike manner.

Section 10. Notices. All notices and other communications hereunder shall be in writing and shall be deemed given: (a) upon receipt if delivered personally or if mailed by registered or certified mail, return receipt requested and postage prepaid or (b) at noon on the business day after dispatch if sent by a nationally recognized overnight courier; and (c) if such notice is to Client, when (a) or (b) has occurred and a copy is sent and received by e-mail to: contractmanagement@altisource.com. All notices shall be delivered to the following address and e-mail address (or at such other address a party may specify by like notice):

If to Client:
REALHome Services and Solutions, Inc. d/b/a Owners.com
1000 Abernathy Road, Suite 200,

Independent Contractor Agreement 080817v8f
T-

Building 400, Northpark Town Center,
Atlanta, GA 30328
Attention: Corporate Secretary
And to: contractmanagement@altisource.com

If to Contractor:
Michael Lissack
14 Stratford Road
Marblehead, MA 01945
Michael.Lissack@owners.com

If to Qualifying Broker: David.Judd@RHSS.com

Section 11. Consent to Arbitration. Any controversy or claim arising out of or relating to this Agreement will be settled by binding arbitration in the State of Georgia. Such arbitration will be conducted in accordance with the rules of the American Arbitration Association except that a written opinion of the arbitrator must be delivered to the parties regardless of any rules to the contrary. The Parties will agree upon one arbitrator to settle the controversy or claim, provided that if the parties are unable to agree upon an arbitrator within twenty (20) business days, they will accept an arbitrator appointed by the American Arbitration Association. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. § 1-16, to the exclusion of state laws inconsistent therewith. Any award rendered by the arbitrator will be conclusive and binding upon the parties hereto and a judgment upon the award will be entered in any court having jurisdiction thereof. The arbitration proceedings shall be confidential and all claims must be brought within the applicable statute of limitations. Only individual claims may be brought. Neither Client nor Contractor will bring or participate in a class action. This provision for arbitration will be specifically enforceable by the parties and the decision of the arbitrator in accordance herewith will be final and binding. The arbitrator's charges and expenses will be split by the parties equally. Each party will be responsible for its own attorneys' fees and costs at arbitration.

Section 12. Successors and Assigns. This Agreement and the terms, covenants, provisions and conditions hereof shall be binding upon, and shall inure to the benefit of, the respective heirs, successors and assigns of the parties hereto; provided, however, that without the prior written consent of Client, neither Contractor nor the Qualifying Broker may transfer,

assign or delegate any of their rights or obligations under this Agreement. Any actual or attempted assignment or delegation contrary to this Section is null and void. Client may assign this Agreement to any of its affiliates without consent from Contractor and/or the Qualifying Broker.

Section 13. Severability. If any provision of this Agreement is held to be invalid or unenforceable for any reason, such provision shall be conformed to prevailing law rather than voided, if possible, in order to achieve the intent of the parties and, in any event, the remaining provisions of this Agreement shall remain in full force and effect and shall be binding upon the parties hereto.

Section 14. Waiver of Jury Trial. THE PARTIES HERETO HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT WHICH EITHER OR BOTH OF THEM MAY HAVE TO RECEIVE A TRIAL BY JURY WITH RESPECT TO ANY CLAIMS, CONTROVERSIES OR DISPUTES WHICH MAY ARISE OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF.

Section 15. Disclaimer. THE SUCCESS OF CONTRACTOR IS SPECULATIVE AND WILL DEPEND ON MANY FACTORS INCLUDING, CONTRACTOR'S INDEPENDENT BUSINESS ABILITY. CONTRACTOR HAS NOT RELIED ON ANY WARRANTY OR REPRESENTATION, WRITTEN, PRINTED, OR ORAL, EXPRESS OR IMPLIED, AS TO POTENTIAL SUCCESS AND NO ONE HAS PROMISED, GUARANTEED OR ASSURED CONTRACTOR OF ANY LEVEL OF SUCCESS OR INCOME.

Section 16. Limitation of Damages. UNDER NO CIRCUMSTANCES WILL CLIENT BE LIABLE TO CONTRACTOR FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES BASED ON ANY THEORY OF CONTRACT, TORT, STRICT LIABILITY, STATUTE OR UNDER ANY OTHER LEGAL OR EQUITABLE PRINCIPLE OR OTHERWISE, ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, AND REGARDLESS OF WHETHER CLIENT HAS BEEN INFORMED OF, OR OTHERWISE MIGHT HAVE ANTICIPATED, THE POSSIBILITY OF SUCH DAMAGES.

Section 17. Liability and Indemnity. Client shall not be liable to Contractor for any expenses incurred by Contractor, nor shall Contractor have authority to bind Client by any promise or representation, unless specifically authorized in advance and in writing by Client. Contractor agrees to pay all damages, costs and expenses, including but not limited to the full amount of any errors and omissions insurance deductible assessed against or incurred by Client and/or its officers in defending or satisfying any claim or judgment against Client and/or its officers because of Contractor's activity. Further, Contractor agrees to pay all reasonable attorneys' fees, costs and other out-of-pocket expenses incurred by Client or its officers that arise from Contractor's activities. Contractor shall indemnify defend and hold Client harmless against any losses, damages, liabilities, penalties, fines, forfeitures, legal fees and related costs, judgments, and other costs and expenses resulting from any claim, demand, defense or assertion based on, in connection with, or resulting from (i) any act or omission of Contractor; or (ii) any breach of any of Contractor's covenants, agreements, representations and warranties contained in this Agreement. Maintenance of any insurance required by this Agreement shall not relieve Contractor of liability under this Section. The terms of this Section shall survive termination or expiration of this Agreement.

Section 18. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, oral or written, relating to said subject matter. Any unilateral terms or conditions on any materials that Contractor regularly uses (e.g., pre-printed materials, order forms, invoices, browse-wrap or click-wrap terms and conditions) will be null and void and of no consequence whatsoever in interpreting the parties' legal rights and responsibilities as they pertain to the Services provided under this Agreement.

Section 19. Enumeration and Headings. The enumeration and section headings used in this Agreement are placed for convenience of reference only and in the case of a conflict, the text, rather than such headings, will control.

Section 20. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be

deemed an original, but all of which shall together constitute one and the same agreement.

Section 21. No Employment Agreement. CONTRACTOR HEREBY EXPRESSLY ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT IS NOT, AND WILL NOT UNDER ANY CIRCUMSTANCES BE DEEMED TO BE, A CONTRACT OF EMPLOYMENT BETWEEN CLIENT AND CONTRACTOR.

Section 22. No Waiver. All rights available to either party under this Agreement or any other document delivered hereunder or in connection herewith, or allowed it by law or equity, are and shall be cumulative and may be exercised separately or concurrently and from time to time without waiver of any other remedies. Neither party shall be deemed to have waived any right, power or privilege under this Agreement unless such waiver shall have been expressed in a written instrument signed by the waiving party. The failure of either party hereto to enforce any provision of this Agreement shall in no way be construed as a waiver of such provision or a right of such party to thereafter enforce such provision or any other provision of this Agreement.

Section 23. Construction. Unless the context of this Agreement otherwise clearly requires: (i) references in this Agreement to the plural include the singular, the singular the plural, the masculine the feminine, the feminine the masculine and the part the whole; and (ii) the word "or" shall not be construed as exclusive and the word "including," "includes," and "included" shall not be construed as limiting.

Section 24. Trademark Use. Client hereby authorizes Contractor to use Client's logos on Contractor's business card, letterhead, yard signs and other real estate business materials approved by Client in advance provided that Contractor complies with any and all guidelines provided by Client. No other such uses are permitted without the prior written approval of Client's General Counsel.

Section 25. Background Check. Contractor hereby agrees to cooperate with Client in order for Client to perform investigative background inquiries related to Contractor, including, without limitation, inquiries related to consumer credit, professional and/or employment history and any criminal, motor vehicle or civil litigation record ("**Background Check**"). By signing this Agreement, Contractor hereby knowingly and voluntarily: (a) consents to the

release of criminal reports and/or investigative consumer reports to Client and its affiliates, (b) authorizes the disclosure to Client, its affiliates and/or to the background check vendor of information concerning my employment history, earning history, education, credit history, credit capacity and credit standing, motor vehicle history and standing, criminal history and litigation records. Contractor hereby releases Client and its affiliates, its officers, directors and employees harmless from any and all liability that may arise with respect to any of the foregoing reports and/or information. Contractor understands and agrees that Background Check results satisfactory to Client, in Client's sole discretion, are a condition precedent to the effectiveness of this Agreement.

Section 26. Modification of Terms. Client reserves the right to modify the terms of this Agreement upon written notice to Contractor. Contractor's continuation of Services after receipt of such notice shall be deemed to be Contractor's acceptance of such modifications.

Section 27. Electronic Signatures. This Agreement may be executed by providing an electronic signature under the terms of the Electronic Signatures Act, 15 U.S.C. § 7001 *et seq.*, and may not be denied legal effect solely because it is in electronic form or permits the completion of the business transaction referenced herein electronically instead of in person.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Independent Contractor Agreement as of the Effective Date.

Contractor

**REALHome Services and Solutions, Inc. d/b/a
Owners.com**

DocuSigned by:
Michael Lissack
818D9EEB80144F3...
Signature

DocuSigned by:
Christopher D. Stevens
2762521309EF460...
Signature

Michael Lissack
Name
12/15/2017
Date

Christopher D. Stevens
Name (Print)
12/18/2017
Date

02049897 CA
Real Estate License Number State

Senior Manager
Title

Qualifying Broker

DocuSigned by:
David A. Judd
59D1B8BC94BE43D...
Signature

David Judd
Name
12/20/2017
Date

00621966 California
Real Estate License Number State

01853923 California
Corporate License State

Exhibit 1
Insurance Requirements

Contractor shall secure and thereafter maintain, at all times during the Term of the Agreement, the insurance specified below with limits not less than those specified for such coverage. Such insurance will be written (a) in a form and issued by companies acceptable to Client; (b) by companies licensed in the jurisdiction(s) where Contractor provides services; and (c) by companies that carry an A.M. Best rating of no less than A- / X. Contractor shall bear sole responsibility for the cost and expense of such insurance.

- Automobile Liability. An automobile liability insurance coverage with an aggregate limit of at least \$100,000 per occurrence and \$300,000 general aggregate. The insurance must cover all owned, non-owned and hired automobiles and such insurance will provide coverage not less than that of a comprehensive automobile liability policy. Contractual liability, if not provided in the policy form, is to be provided by endorsement. Contractor's automotive liability policy shall be primary and non-contributory to any insurance cover maintained by Client.

The policy of insurance will be endorsed to provide that the insurance company will provide written notice to Client at least thirty (30) days prior to the effective date of any cancellation of such policy.

Contractor shall submit to Client, certificates of insurance and all subsequent renewals evidencing the insurance required by this Agreement. Client may require that copies of the actual insurance policy or renewals or replacements be submitted to Client or Client's designated representative. All copies of the policy, if any, and certificates of insurance, will be in form and content acceptable to Client.

Contractor warrants that the insurance policy required by this Agreement will be maintained and timely renewed.

Exhibit 2
Fees – Rate Card*

Check if applicable	Description of Services	Fee Amount (USD)	Percentage of brokerage commission owed to Contractor**	Timing of commission disbursement to Contractor
X	<u>Commission Rate for Flat Fee Offerings</u> - Provision of Services in connection with a listing agreement where (i) the lead was solicited and obtained, in whole or in part, by Client, and (ii) the fees charged to the customer under the terms of the agreement were on a flat fee basis rather than as a percentage of the sales proceeds	\$100.00	N/A	On either the of the 15 th or last day of the calendar month, whichever date is the earliest date that is at least five (5) days after Client's receipt of the brokerage commission
X	<u>Standard Commission Rate</u> - Provision of Services in connection with a listing or other real estate related service contract (e.g. buyer broker representation agreement) where (i) the lead was solicited and obtained, in whole or in part, by Client, (ii) the customer receiving the Services is <u>not</u> BRS Better Neighborhoods, Inc. ("BRS"), and (iii) the fees charged to the customer under the terms of the agreement were calculated as of a percentage of the sales proceeds rather than a flat fee basis, less any rebates provided or awarded to customer (e.g. the Owners.com Buyer Rebate)	N/A	70% (less any MLS fees)	Within five (5) business days of Client's receipt of total brokerage commission
	<u>Special Test Markets Commission Rate</u> - Provision of Services in connection with a listing or other real estate related service contract (e.g. buyer broker representation agreement) where (i) the lead was solicited and obtained, in whole or in part, by Client, (ii) the customer receiving the Services is <u>not</u> BRS Better Neighborhoods, Inc. ("BRS"), (iii) the fees charged to the customer under the terms of the agreement were calculated as of a percentage of the sales proceeds rather than a flat fee basis,	N/A	70% (less any MLS fees) for the first completed property sale in a given calendar month 80% (less any MLS fees) for the second completed property sale in the same calendar month 90% (less any MLS fees) for the third completed	Within five (5) business days of Client's receipt of total brokerage commission

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Check if applicable	Description of Services	Fee Amount (USD)	Percentage of brokerage commission owed to Contractor**	Timing of commission disbursement to Contractor
	less any rebates provided or awarded to customer (e.g. the Owners.com Buyer Rebate), and (iv) the Services are provided in the markets designated below during the eligible time period(s) set forth below <u>Designated Markets:</u> <u>Eligible Time Period(s):</u>		property sale in the same calendar month and for each additional property sale thereafter in the same such calendar month	
X	<u>BRS Commission Rate</u> - Provisions of Services in connection with a listing or other real estate related service contract (e.g. buyer broker representation agreement) where the customer receiving the Services is BRS, less any rebates provided or awarded to customer (e.g. the Owners.com Buyer Rebate)	N/A	50% (less any MLS fees applicable)	Within five (5) business days of Client's receipt of total brokerage commission
X	<u>Self-Generated Lead Commission Rate</u> - Provision of Services in connection with a listing or other real estate related service contract (e.g. buyer broker representation agreement) where (i) the lead was solicited and obtained solely by Contractor, and (ii) the fees charged to the customer under the terms of the agreement were calculated as a percentage of the sales proceeds rather than a flat fee basis, less any rebates provided or awarded to the customer (e.g. the Owners.com Buyer Rebate)	N/A	90%	Within five (5) business days of Client's receipt of total brokerage commission

*Client may modify this Rate Card from time to time providing written notice to Contractor

**The brokerage commission does not include the broker/agent bonuses received through a MLS, which shall be earned in their entirety by Contractor

Payment Terms – Client shall pay Contractor the Fees in accordance with the timelines set forth above.

The Owners.com Agreement

For all performing agents, **Owners.com** will:

1. Invest to raise Owners.com's brand awareness
2. Generate leads from its online platform and other industry leading channels
3. Vet each lead through a proprietary process by our Inside Sales Team
4. Make the Owners.com Agent App available for free to the agents as a unique tool for effectiveness and productivity
5. Provide a Brokerage Support team available to respond to all agent inquiries
6. Provide Managing Brokers who are available for guidance and support across all the steps of the process

In return, I, Michael Lissack (your name here in caps), will:

1. Respond to ALL customer contact requests in the app within 10 minutes
2. Meet with ALL potential customers, regardless of their preparedness to buy a home
3. Pitch *The Owners.com Advantage* to ALL customers
4. Maintain an average customer satisfaction rating of at least 4 (out of 5)
5. Use the Agent App for all customer interactions
6. Update each customer stage change within two hours of their occurrence
7. Call every potential customer within 24 hours of the first showing
8. Average two contacts per week with potential customers
9. Meet at least 40% of opportunities I receive face-to-face (either at a showing, at a neighborhood tour, or at another location)
10. Attempt at least SIX contacts to each opportunity through the Owners.com Agent App
11. Conduct all transactions using Dotloop
12. Attend Managing Broker weekly phone calls
13. Spend one hour a week engaging in new learning provided to me by Owners.com

Faithfully,

DocuSigned by:

818D9EEB80144F3...
12/15/2017 (date and your signature here)

The Owners.com Advantage

Simplified Experience

Owners.com makes it easy for you to get competitive offers on all the services you need to finalize your purchase, so you can focus on finding the right home for you and your family.

Seamless Technology

By using the Owners.com app, you can communicate easily with me about the homes you see. That way, we can better understand your preferences and recommend new properties that suit your specific needs, without any additional work on your end.

Service from Our Agents

My goal is to be highly responsive and ready to meet, regardless of where you are in your home buying journey. I understand that buying a home is probably the biggest purchase of your life, and having someone there every step of the way can really make the difference.

Savings in Your Pocket

Owners.com customers can save big time with our buyer rebate. That means that at the end of the transaction, we only ask for half the traditional commission - the remaining amount is applied as a reduction to the amount you have to pay at closing - and that can be in the thousands.