

STATE OF NORTH CAROLINA

NEW HANOVER

County

File No:

In The General Court Of Justice
☐ District ☒ Superior Court Division

Name Of Plaintiff

JEFF DOMIN, ET AL.

Address

C/O WARD BLACK LAW 208 W. WENDOVER AVE.

City, State, Zip

GREENSBORO

NC

27401

VERSUS

CIVIL SUMMONS

☐ ALIAS AND PLURIES SUMMONS (ASSESS FEE)

G.S. 1A-1, Rules 3 and 4

Name Of Defendant(s)

SEACOAST REALTY, INC. D/B/A COLDWELL BANKER
SEACOAST ADVANTAGE

Date Original Summons Issued

Date(s) Subsequent Summons(es) Issued

To Each Of The Defendant(s) Named Below:

Name And Address Of Defendant 1

SEACOAST REALTY, INC.

C/O DENISE KINNEY

110 DUNGANNON BLVD, STE 100

WILMINGTON, NC 28403

Name And Address Of Defendant 2



IMPORTANT! You have been sued! These papers are legal documents, DO NOT throw these papers out! You have to respond within 30 days. You may want to talk with a lawyer about your case as soon as possible, and, if needed, speak with someone who reads English and can translate these papers!

¡IMPORTANTE! ¡Se ha entablado un proceso civil en su contra! Estos papeles son documentos legales. ¡NO TIRE estos papeles!

Tiene que contestar a más tardar en 30 días. ¡Puede querer consultar con un abogado lo antes posible acerca de su caso y, de ser necesario, hablar con alguien que lea inglés y que pueda traducir estos documentos!

A Civil Action Has Been Commenced Against You!

You are notified to appear and answer the complaint of the plaintiff as follows:

1. Serve a copy of your written answer to the complaint upon the plaintiff or plaintiff's attorney within thirty (30) days after you have been served. You may serve your answer by delivering a copy to the plaintiff or by mailing it to the plaintiff's last known address, and
2. File the original of the written answer with the Clerk of Superior Court of the county named above.

If you fail to answer the complaint, the plaintiff will apply to the Court for the relief demanded in the complaint.

Name And Address Of Plaintiff's Attorney (if none, Address Of Plaintiff)

GABRIEL SNYDER

WARD BLACK LAW

208 W. WENDOVER AVE.

GREENSBORO,

NC

27401

Date Issued

2-27-23

Time

3:03

☐ AM☒ PM

Signature

☒ Deputy CSC☐ Assistant CSC☐ Clerk Of Superior Court

☐ ENDORSEMENT (ASSESS FEE)

This Summons was originally issued on the date indicated above and returned not served. At the request of the plaintiff, the time within which this Summons must be served is extended sixty (60) days.

Date Of Endorsement

Time

☐ AM☐ PM

Signature

☐ Deputy CSC☐ Assistant CSC☐ Clerk Of Superior Court

NOTE TO PARTIES: Many counties have **MANDATORY ARBITRATION** programs in which most cases where the amount in controversy is \$25,000 or less are heard by an arbitrator before a trial. The parties will be notified if this case is assigned for mandatory arbitration, and, if so, what procedure is to be followed.

(Over)

RETURN OF SERVICE

I certify that this Summons and a copy of the complaint were received and served as follows:

DEFENDANT 1*Date Served**Time Served*☐ AM☐ PM*Name Of Defendant*

- ☐ By delivering to the defendant named above a copy of the summons and complaint.
- ☐ By leaving a copy of the summons and complaint at the dwelling house or usual place of abode of the defendant named above with a person of suitable age and discretion then residing therein.
- ☐ As the defendant is a corporation, service was effected by delivering a copy of the summons and complaint to the person named below.

Name And Address Of Person With Whom Copies Left (if corporation, give title of person copies left with)

- ☐ Other manner of service (specify)

- ☐ Defendant WAS NOT served for the following reason:

DEFENDANT 2*Date Served**Time Served*☐ AM☐ PM*Name Of Defendant*

- ☐ By delivering to the defendant named above a copy of the summons and complaint.
- ☐ By leaving a copy of the summons and complaint at the dwelling house or usual place of abode of the defendant named above with a person of suitable age and discretion then residing therein.
- ☐ As the defendant is a corporation, service was effected by delivering a copy of the summons and complaint to the person named below.

Name And Address Of Person With Whom Copies Left (if corporation, give title of person copies left with)

- ☐ Other manner of service (specify)

- ☐ Defendant WAS NOT served for the following reason:

Service Fee Paid
\$

Signature Of Deputy Sheriff Making Return

Date Received

Name Of Sheriff (type or print)

Date Of Return

County Of Sheriff

STATE OF NORTH CAROLINA

NEW HANOVER County

File No.

In The General Court Of Justice
☐ District ☒ Superior Court Division

Name And Address Of Plaintiff 1
 JEFF DOMIN, ET AL.
 C/O WARD BLACK LAW
 208 W. WENDOVER AVE.
 GREENSBORO

Name And Address Of Plaintiff 2

VERSUS

Name Of Defendant 1
 SEACOAST REALTY, INC. D/B/A COLDWELL BANKER
 SEACOAST ADVANTAGE

Summons Submitted ☒ Yes ☐ No

Name Of Defendant 2

Summons Submitted ☐ Yes ☐ No

☒ Jury Demanded In Pleading
☐ Complex Litigation

FILED

NC 2017 FEB 27

NEW HANOVER COUNTY, NC
 BY MC

GENERAL

CIVIL ACTION COVER SHEET

☒ INITIAL FILING ☐ SUBSEQUENT FILING

Rule 5(b), General Rules of Practice For Superior and District Courts

Name And Address Of Attorney Or Party, If Not Represented (complete for initial appearance or change of address)

GABRIEL SNYDER
 WARD BLACK LAW
 208 W. WENDOVER AVE.
 GREENSBORO NC 27401

Telephone No.
 336-333-2244

Cellular Telephone No.
 336-456-7860

NC Attorney Bar No.
 52406

Attorney E-Mail Address
 gsnyder@wardblacklaw.com

☒ Initial Appearance in Case ☐ Change of Address

Name Of Firm
 WARD BLACK LAW
 FAX No.

Counsel for

☒ All Plaintiffs ☐ All Defendants ☐ Only (list party(ies) represented)

☐ Amount in controversy does not exceed \$15,000
☐ Stipulate to arbitration

TYPE OF PLEADING

(check all that apply)

- ☐ Amend (AMND)
- ☐ Amended Answer/Reply (AMND-Response)
- ☐ Amended Complaint (AMND)
- ☐ Assess Costs (COST)
- ☐ Answer/Reply (ANSW-Response) (see Note)
- ☐ Change Venue (CHVN)
- ☒ Complaint (COMP)
- ☐ Confession Of Judgment (CNJF)
- ☐ Consent Order (CONS)
- ☐ Consolidate (CNSL)
- ☐ Contempt (CNTP)
- ☐ Continue (CNTN)
- ☐ Compel (CMPL)
- ☐ Counterclaim (CTCL) Assess Court Costs
- ☐ Crossclaim (list on back) (CRSS) Assess Court Costs
- ☐ Dismiss (DISM) Assess Court Costs
- ☐ Exempt/Waive Mediation (EXMD)
- ☐ Extend Statute Of Limitations, Rule 9 (ESOL)
- ☐ Extend Time For Complaint (EXCO)
- ☐ Failure To Join Necessary Party (FJNP)

(check all that apply)

- ☐ Failure To State A Claim (FASC)
- ☐ Implementation Of Wage Withholding In Non-IV-D Cases (OTHR)
- ☐ Improper Venue/Division (IMVN)
- ☐ Including Attorney's Fees (ATTY)
- ☐ Intervene (INTR)
- ☐ Interplead (OTHR)
- ☐ Lack Of Jurisdiction (Person) (LJPN)
- ☐ Lack Of Jurisdiction (Subject Matter) (LJSM)
- ☐ Modification Of Child Support In IV-D Actions (MSUP)
- ☐ Notice Of Dismissal With Or Without Prejudice (VOLD)
- ☐ Petition To Sue As Indigent (OTHR)
- ☐ Rule 12 Motion In Lieu Of Answer (MDLA)
- ☐ Sanctions (SANC)
- ☐ Set Aside (OTHR)
- ☐ Show Cause (SHOW)
- ☐ Transfer (TRFR)
- ☐ Third Party Complaint (list Third Party Defendants on back) (TPCL)
- ☐ Vacate/Modify Judgment (VCMD)
- ☐ Withdraw As Counsel (WDCN)
- ☐ Other (specify and list each separately)

NOTE: All filings in civil actions shall include as the first page of the filing a cover sheet summarizing the critical elements of the filing in a format prescribed by the Administrative Office of the Courts, and the Clerk of Superior Court shall require a party to refile a filing which does not include the required cover sheet. For subsequent filings in civil actions, the filing party must either include a General Civil (AOC-CV-751), Motion (AOC-CV-752), or Court Action (AOC-CV-753) cover sheet.

CLAIMS FOR RELIEF

- | | | |
|--|---|--|
| <input type="checkbox"/> Administrative Appeal (ADMA) | <input type="checkbox"/> Limited Driving Privilege - Out-Of-State | <input type="checkbox"/> Product Liability (PROD) |
| <input type="checkbox"/> Appointment Of Receiver (APRC) | <input type="checkbox"/> Convictions (PLDP) | <input type="checkbox"/> Real Property (RLPR) |
| <input type="checkbox"/> Attachment/Garnishment (ATTC) | <input type="checkbox"/> Medical Malpractice (MDML) | <input type="checkbox"/> Specific Performance (SPPR) |
| <input type="checkbox"/> Claim And Delivery (CLMD) | <input type="checkbox"/> Minor Settlement (MSTL) | <input checked="" type="checkbox"/> Other (specify and list each separately) |
| <input type="checkbox"/> Collection On Account (ACCT) | <input type="checkbox"/> Money Owed (MNYO) | Breach of Contract |
| <input type="checkbox"/> Condemnation (CNDM) | <input type="checkbox"/> Negligence - Motor Vehicle (MVNG) | Unfair and Deceptive Trade Practices |
| <input type="checkbox"/> Contract (CNTR) | <input type="checkbox"/> Negligence - Other (NEGO) | Unjust Enrichment |
| <input type="checkbox"/> Discovery Scheduling Order (DSCH) | <input type="checkbox"/> Motor Vehicle Lien G.S. 44A (MVLN) | |
| <input type="checkbox"/> Injunction (INJU) | <input type="checkbox"/> Possession Of Personal Property (POPP) | |

Date 02/22/2023

Signature Of Attorney/Party

[Handwritten Signature]

FEES IN G.S. 7A-308 APPLY

Assert Right Of Access (ARAS)
Substitution Of Trustee (Judicial Foreclosure) (RSOT)
Supplemental Procedures (SUPR)

PRO HAC VICE FEES APPLY

Motion For Out-Of-State Attorney To Appear In NC Courts In A Civil Or Criminal Matter (Out-Of-State Attorney/Pro Hac Vice Fee)

No. ☒ Additional Plaintiff(s)

2 LAURA LEFEVRE

3 CASEY ROMAN

4 JONATHAN ADCOCK

No. ☐ Additional Defendant(s) ☐ Third Party Defendant(s)

Summons Submitted

☐ Yes ☐ No

☐ Yes ☐ No

☐ Yes ☐ No

☐ Yes ☐ No

☐ Yes ☐ No

Plaintiff(s) Against Whom Counterclaim Asserted

Defendant(s) Against Whom Crossclaim Asserted

✓mw

NORTH CAROLINA

IN THE GENERAL COURT OF JUSTICE

FILED

SUPERIOR COURT DIVISION

COUNTY OF NEW HANOVER

Jeff Domin, Laura LeFevre, Casey Roman,
and Jonathan Adcock, on behalf of
themselves and all others similarly situated,

2023 FEB 27 P 3:03

NEW HANOVER COUNTY, C.S.C.

BY NW

Plaintiffs,

CLASS ACTION COMPLAINT

v.

Seacoast Realty, Inc. d/b/a Coldwell Banker
Seacoast Advantage,

Defendant.

NOW COME Plaintiffs, on behalf of themselves and all other similarly situated real estate agents and brokers (collectively “agents”), and through this Class Action Complaint against Defendant Seacoast Realty, Inc. d/b/a Coldwell Banker Seacoast Advantage (“Seacoast”) allege upon information and belief that:

INTRODUCTION

1. This lawsuit concerns Seacoast’s unfair and deceptive scheme to enrich itself by surreptitiously retaining millions of dollars in real estate commissions that are contractually owed to its agents—both current and former. For years, Seacoast has reaped these illicit gains by charging its agents a deceptively inflated “6% Coldwell Banker Franchise Fee” that it deducts “off the top” of each sales commission. To perpetuate its scheme, Seacoast exploits the informational advantage it enjoys as the largest franchisee of Coldwell Banker to actively conceal from its agents the true percentage of the fee that it remits to its franchisor. This deceptive scheme has resulted in Seacoast systematically breaching the independent contractor agreements it entered into with its agents, and repeatedly violating the North Carolina Unfair and Deceptive Trade Practices Act,

1205127 02/27/23 15:14:51

PAYOR: DOMIN,JEFF

PAYEE:

CASE#: 23CV5000671 WCAP:Y

CITY#:

21120 SC-CIVIL FEES	179.05
21124 SC-CV LAA FEES	.95
24681 JUD TECH & FAC	4.00
22120 CO FAC FEE S CV	16.00
TOTAL PAID	200.00
CO TENDERED	200.00
CHANGE	.00

0067 ID C64LHM

which have collectively caused millions of dollars in financial harm to Plaintiffs and the putative Class.

PARTIES

2. Plaintiff Jeff Domin is a licensed real estate broker in the State of North Carolina who currently resides in New Hanover County, North Carolina. From approximately January 2010 to July 2021, Mr. Domin worked as an independent contractor and real estate broker for Defendant Seacoast Realty, Inc. in New Hanover County, North Carolina.

3. Plaintiff Laura LeFevre is a licensed real estate broker in the State of North Carolina who currently resides in Brunswick County, North Carolina. From approximately November 2018 to March 2020, Ms. LeFevre worked as an independent contractor and real estate broker for Defendant Seacoast Realty, Inc. in Brunswick County, North Carolina.

4. Plaintiff Casey Roman is a licensed real estate broker in the State of North Carolina who currently resides in New Hanover County, North Carolina. From approximately February 2021 to May 2022, Ms. Roman worked as an independent contractor and real estate broker for Defendant Seacoast Realty, Inc. in New Hanover County, North Carolina.

5. Plaintiff Jonathan Adcock is a licensed real estate broker in the State of North Carolina who currently resides in New Hanover County, North Carolina. From approximately March 2020 to July 2022, Mr. Adcock worked as an independent contractor and real estate broker for Defendant Seacoast Realty, Inc. in New Hanover County, North Carolina.

6. Defendant Seacoast Realty, Inc. d/b/a Coldwell Banker Seacoast Advantage is a for-profit corporation organized under the laws of the State of North Carolina with its principal place of business in New Hanover County, North Carolina.

7. Defendant Seacoast is a North Carolina licensed real estate brokerage company that operates as a franchisee of Coldwell Banker Real Estate, LLC ("Coldwell Banker"). Tim Milam is the CEO of Seacoast and Denise Kinney is the company's President and Registered Agent.

JURISDICTION AND VENUE

8. Jurisdiction is proper under N.C. Gen. Stat. § 1-75.4 because Defendant is a domestic corporation engaged in substantial activities within this State and because Plaintiff's claims arose out of Defendant's activities within this State.

9. Venue is proper in New Hanover County pursuant to N.C. Gen. Stat. §§ 1-79 and 1-82 because three Plaintiffs and Defendant reside in New Hanover County as of the filing of this lawsuit.

10. Venue is also proper in New Hanover County pursuant to N.C. Gen. Stat. § 1-77 because Plaintiffs' claims arose in New Hanover County.

FACTUAL ALLEGATIONS

11. Beginning in or about January 2010, Plaintiff Jeff Domin entered into an Independent Contractor Agreement with Seacoast wherein both agreed to provide each other with certain real estate brokerage services.

12. Beginning in or about November 2018, Plaintiff Laura LeFevre entered into an Independent Contractor Agreement with Seacoast wherein both agreed to provide each other with certain real estate brokerage services.

13. Beginning in or about March 2021, Plaintiff Casey Roman entered into an Independent Contractor Agreement with Seacoast wherein both agreed to provide each other with certain real estate brokerage services.

14. Beginning in or about March 2020, Plaintiff Jonathan Adcock entered into an Independent Contractor Agreement with Seacoast wherein both agreed to provide each other with certain real estate brokerage services

15. The Independent Contractor Agreement (the "Agreement") is a standard form contract that Seacoast utilizes to establish the terms of its business relationships with all of its independently contracted real estate agents who represent buyers and/or sellers on Seacoast's behalf.

16. Upon information and belief, Seacoast retained legal counsel to draft the terms set forth in the Agreement.

17. Plaintiffs had no role in drafting the Agreement.

18. When Plaintiffs signed their Agreements with Seacoast, Seacoast was in a superior bargaining position due to its higher level of sophistication and experience and because of the assistance of its counsel in drafting the Agreement.

19. Pursuant to the terms of the Agreement, Plaintiffs agreed to perform those real estate services generally provided by a licensed real estate agent in North Carolina.

20. In the Agreement, Plaintiffs acknowledged their receipt of Seacoast's Company Policy & Procedures Manual (the "Manual") and the parties agreed to be bound by the policies and procedures set forth in the Manual.

21. Upon information and belief, Seacoast and its agents, representatives, or legal counsel drafted the policies and procedures set forth in the Manual.

22. Plaintiffs had no role in drafting the Manual and had no input into the policies, procedures, or any other terms set forth in the Manual.

23. Pursuant to the terms of the Agreement, Plaintiffs agreed to be compensated by Seacoast for the real estate services they provided on a commission basis as set forth in the Manual.

24. Under the terms of the Agreement, when Plaintiffs performed any real estate services that resulted in a commission being paid to Seacoast, Seacoast and Plaintiffs were entitled to a share of the commission according to the terms of the agreed-upon Commission Schedule set forth in the Manual.

25. According to the terms of the Commission Schedule, each sales commission that was paid to Seacoast upon the closing of each real estate transaction was subject to a six percent "Coldwell Banker Franchise Fee" that was deducted "off the top" of the total commission.

26. Under any commonly used definition, a franchise fee is a fee paid by a franchisee of a company to its franchisor.

27. In the real estate industry, it is a common practice and a usage of trade for franchisees of national real estate companies to deduct franchise fees from each sales commission and remit those fees to the franchisors.

28. In the real estate industry, any reasonable party to the Agreement would expect that the six percent Coldwell Banker Franchise Fee that was deducted from each commission was a six percent franchise fee payable to Seacoast's franchisor, Coldwell Banker.

29. Plaintiffs understood that the six percent Coldwell Banker Franchise Fee that was deducted from each sales commission was, in fact, a six percent fee that would be paid to Seacoast's franchisor, Coldwell Banker.

30. Seacoast has a policy and practice of telling its agents that the entire six percent Coldwell Banker Franchise Fee is paid to Seacoast's franchisor, Coldwell Banker, and is non-negotiable.

31. Under the terms of the Agreement, the remaining commission amount, *i.e.* the amount left after Seacoast deducted the six percent Coldwell Banker Franchise Fee, is split between the agent and Seacoast according to the agreed-upon split in the Commission Schedule.

32. The payment terms set forth in the Commission Schedule, including the six percent Coldwell Banker Franchise Fee, are all material terms of the Agreement.

33. After each real estate transaction closed, Seacoast, as the Broker-in-Charge, receives the full commission and is responsible for dividing and distributing the commission to its agents according to the agreed-upon terms of the Commission Schedule.

34. Under the terms of the Agreement, after each transaction closes and the commission is paid to Seacoast, Seacoast is responsible for deducting the six percent Coldwell Banker Franchise Fee and remitting that fee to the franchisor, Coldwell Banker.

35. Years ago, Coldwell Banker began lowering the percentage amount of franchise fees that it charges its largest franchisees.

36. Seacoast is one of Coldwell Banker's largest franchisees.

37. Years ago, Coldwell Banker reduced the franchise fee that Seacoast pays to Coldwell Banker by a significant amount, to as low as three percent.

38. Yet, Seacoast failed to disclose to Plaintiffs or any other agents that the franchise fee it pays to Coldwell Banker had been reduced from six percent to as little as three percent.

39. Instead, Seacoast continued to deduct the six percent Coldwell Banker Franchise Fee from each sales commission even though Coldwell Banker had reduced the franchise fee to as little as three percent.

40. Despite deducting the six percent Coldwell Banker Franchise Fee from each sales commission that Seacoast paid to its agents under the Agreement, Seacoast systematically failed to remit the entire six percent to its franchisor, Coldwell Banker.

41. Instead of remitting the full six percent Coldwell Banker Franchise Fee to Coldwell Banker pursuant to the Agreement, Seacoast has surreptitiously retained a portion of the Coldwell Banker Franchise Fee for itself, in breach of the material terms of the Agreement.

42. Seacoast's continued practice of deducting a six percent Coldwell Banker Franchise Fee, after the fee was reduced by Coldwell Banker to as little as three percent, resulted in an altered commission split that fundamentally changed the payment terms in the agreed-upon Commission Schedule, thereby breaching the material terms of the Agreement.

43. This altered commission split resulted in Seacoast enriching itself at the expense of Plaintiffs and other Seacoast agents because Seacoast repeatedly retained a larger percentage of each sales commission than it was entitled to under the Agreement.

44. Under the altered commission split, Plaintiffs and other Seacoast agents received a smaller percentage of the total commission than they were entitled to under the terms of the Agreement.

45. By surreptitiously retaining a portion of the six percent Coldwell Banker Franchise Fee for itself while telling Seacoast agents that the entire amount was being remitted to Coldwell Banker, and was therefore non-negotiable, Seacoast put itself in an unfair bargaining position.

46. Seacoast surreptitiously retaining a portion of the six percent Coldwell Banker Franchise Fee for while telling Seacoast agents that the entire amount was being remitted to Coldwell Banker, and was therefore non-negotiable, was deceptive.

47. Neither Plaintiffs nor any other agent had access to the terms of Seacoast's franchise agreement with Coldwell Banker.

48. Neither Plaintiffs nor any other Seacoast agent had access to Seacoast's internal accounting systems or franchise payment terms.

49. Seacoast's officers and/or executives, who were privy to the Company's internal accounting systems and franchise payment terms, actively concealed the true amount of the Coldwell Banker Franchise Fee that was being remitted to Coldwell Banker.

50. By surreptitiously retaining a portion of the six percent Coldwell Banker Franchise Fee, Seacoast has systematically breached the terms of the Agreement, which has caused substantial economic harm to Plaintiffs and the putative Class.

51. By actively hiding these breaches from Plaintiffs and other agents, while falsely claiming the entire six percent Coldwell Banker Franchise Fee was being remitted to Coldwell Banker and was non-negotiable, Seacoast committed unfair or deceptive trade practices, which have caused substantial economic harm to Plaintiffs and other similarly situated agents.

CLASS ACTION ALLEGATIONS

52. The class consists of all real estate agents and brokers who are citizens of North Carolina and, like Plaintiffs, entered into Independent Contractor Agreements with Seacoast and were paid commissions for the sale of real property from which a six percent Coldwell Banker Franchise Fee was deducted (the "Class").

53. Common questions of law and fact exist as to all members of the Class, and they predominate over any questions that affect only individual Class Members. The questions of law and fact that are common to the Class, and which predominate over any individualized issues, include, but are not limited to, the following:

a. Whether the parties agreed that the six percent Coldwell Banker Franchise Fee would be remitted to Coldwell Banker or whether some portion would be retained by Seacoast;

b. Whether and how much of the six percent Coldwell Banker Franchise Fee accrued to Seacoast instead of Coldwell Banker;

c. Whether Seacoast materially breached the terms of the Agreement by systematically retaining a portion of the six percent Coldwell Banker Franchise Fee for itself; and

d. Whether Seacoast committed unfair and deceptive trade practices by surreptitiously retaining a portion of the fee for itself while telling its agents that the entire fee was being paid to Coldwell Banker and was non-negotiable.

54. Plaintiffs' claims are typical of the claims of all Class Members. They are the same legal claims based upon the same factual predicates and course of conduct as those of any other Class Member. The relief Plaintiffs seek is the same as that of any other Class Member.

55. The Class is sufficiently numerous that joinder of all members is impracticable. The Class consists of hundreds, if not thousands, of current or former Seacoast real estate agents who have sold property and closed real estate transactions through Seacoast.

56. Plaintiffs will fairly and adequately protect the interests of the Class. The interests of the class representatives are aligned with, and not antagonistic to, those of the other Class Members, and Plaintiffs are represented by experienced and able counsel who have previously litigated class actions and other similar high-stakes cases.

57. Class action treatment is superior to the alternatives, if any, for the fair and efficient adjudication of the controversy described herein because it permits a large number of persons to

prosecute their common claims in a single forum simultaneously, efficiently, and without unnecessary duplication of evidence and effort. Class treatment will also permit the adjudication of claims by Class Members who could not afford to individually litigate these claims against a large corporate defendant.

58. If Class Members were required to pursue individual litigation, it would be unduly burdensome to the North Carolina courts in which individual litigation would proceed, and it would present the possibility of inconsistent judgments. By contrast, the class action device presents less management difficulty and provides the benefit of unitary adjudication, economies of scale, and comprehensive supervision by a single court.

59. Concentrating this litigation into one forum would aid judicial economy and efficiency, promote parity among the claims of individual Class Members, and result in judicial consistency. Notice of the pendency of this action and any resolution thereof can be provided to Class Members by direct notice, which is the best notice practicable.

60. The litigation of this case as an opt-out class action under Rule 23 of the North Carolina Rules of Civil Procedure would significantly reduce the likelihood of repetitive litigation, thereby providing redress for Class Members who would not or could not otherwise litigate this complex litigation on an individual basis. Plaintiffs and their counsel envision no unusual difficulty in the management of this class action.

FIRST CAUSE OF ACTION
(Breach of Contract)

61. Plaintiffs incorporate each allegation as if fully set forth in this Cause of Action.

62. Plaintiffs executed an enforceable contract with Seacoast titled "Independent Contractor Agreement," wherein the parties made mutual promises to provide certain real estate brokerage services in return for an agreed-upon percentage of sales commissions.

63. Under Paragraph 7 of the Agreement, when Plaintiffs performed any real estate brokerage services whereby a sales commission was earned by Plaintiffs and collected by Seacoast, Seacoast and Plaintiffs were each entitled to a share of the commission according to the terms of the Commission Schedule set forth in the Manual.

64. According to the terms of the Commission Schedule, each sales commission earned by Plaintiffs and collected by Seacoast was subject to a six percent Coldwell Banker Franchise Fee that was to be paid to Seacoast's franchisor, Coldwell Banker.

65. After the six percent Coldwell Banker Franchise Fee was deducted from the sales commission, the remaining amount was to be split between Plaintiffs and Seacoast according to the agreed-upon commission split in the Commission Schedule.

66. The payment terms set forth in the Commission Schedule, including the six percent Coldwell Banker Franchise Fee and the agreed-upon commission split, were material terms of the parties' Agreement.

67. After each transaction closed and the total commission was paid to Seacoast, Seacoast deducted the six percent Coldwell Banker Franchise Fee.

68. Despite deducting the six percent Coldwell Banker Franchise Fee from each sales commission, Seacoast did not remit the full six percent Coldwell Banker Franchise Fee to its franchisor, Coldwell Banker.

69. Instead of remitting the full six percent Coldwell Banker Franchise Fee to Coldwell Banker pursuant to the parties' Agreement, Seacoast surreptitiously retained a portion of the fee for itself.

70. Seacoast's failure to remit the full six percent Coldwell Banker Franchise Fee to Coldwell Banker resulted in an altered commission split that violated the parties' Agreement because it materially changed the terms of the agreed-upon Commission Schedule.

71. By deducting the six percent Coldwell Banker Franchise Fee and then surreptitiously retaining a portion for itself, Seacoast has caused substantial economic harm to Plaintiffs and other similarly situated real estate agents in an amount in excess of TWENTY-FIVE THOUSAND and 00/100 DOLLARS (\$25,000.00).

SECOND CAUSE OF ACTION
(Unfair or Deceptive Trade Practices –
Violations of N.C. Gen. Stat. 75.1-1)

72. Plaintiffs incorporate each allegation as if fully set forth in this Cause of Action.

73. An act or trade practice is unfair if it is unethical or unscrupulous and deceptive if it has a tendency to deceive.

74. By deliberately hiding material breaches of the Agreement from Plaintiffs and other similarly situated agents, while actively claiming the entire six percent Coldwell Banker Franchise Fee was being paid to Coldwell Banker and was non-negotiable, Seacoast has committed unfair or deceptive trade practices.

75. Seacoast's deliberate, material and systematic breaches of the Agreement, coupled with its policy or practice of actively hiding those breaches by claiming the entire six percent Coldwell Banker Franchise Fee was being remitted to Coldwell Banker, were all actions in or affecting commerce.

76. Seacoast's policy and practice of hiding its deliberate, material and systematic breaches by falsely claiming that the entire six percent Coldwell Banker Franchise Fee was

remitted to Coldwell Banker, amounts to a substantial aggravating circumstance that was attendant to its material breaches of the Agreement.

77. Seacoast's deliberate concealment of its breaches, combined with its policy and practice of telling its agents that the entire six percent Coldwell Banker Franchise Fee was being remitted to Coldwell Banker, were done to deter any investigation into Seacoast's payment practices, and to avoid any renegotiation of the terms of the Agreement.

78. By telling its agents that the entire six percent Coldwell Banker Franchise Fee was being remitted to Coldwell Banker and was non-negotiable, Seacoast has engaged in deliberate deception for the purpose of continuing to reap unearned benefits under the Agreement.

79. Seacoast's deliberate, material and systematic breaches of the Agreement, coupled with its policy and practice of actively concealing those breaches, proximately caused substantial financial injury to Plaintiffs and other similarly situated agents in an amount in excess of TWENTY-FIVE THOUSAND and 00/100 DOLLARS (\$25,000.00).

THIRD CAUSE OF ACTION
(Unjust Enrichment)

80. Plaintiffs incorporate each allegation as if fully set forth in this Cause of Action.

81. Alternatively, Plaintiffs conferred benefits upon Seacoast by performing real estate services for their clients that resulted in sales commissions being paid to Seacoast as a direct result of the services Plaintiffs performed.

82. Seacoast consciously accepted the benefit of Plaintiffs' services as evidenced by it receiving and retaining sales commissions that were paid to Seacoast after each real estate transaction closed.

83. The benefits that Plaintiffs conferred upon Seacoast are measurable in both percentage and dollar terms of each real estate transaction that closed.

84. The services that Plaintiffs conferred upon Seacoast were commercial in nature, were performed pursuant to Plaintiffs' occupations as licensed real estate agents, and were not conferred upon Seacoast gratuitously.

85. By accepting the benefits of Plaintiffs' and other agents' professional services, and deliberately retaining an undue share of the sales commissions paid as compensation for those services, Seacoast has been unjustly enriched in an amount in excess of TWENTY-FIVE THOUSAND and 00/100 DOLLARS (\$25,000.00).

JURY DEMAND

86. Plaintiffs demand a jury trial on all issues of fact.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs demand judgment against Seacoast and pray that the Court:

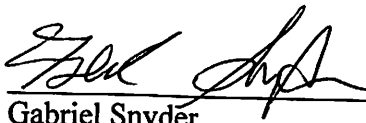
1. Certify a class action pursuant to Rule 23, NCRCP, appoint the named Plaintiffs as class representatives, and appoint the undersigned attorneys as Class Counsel.
2. Enter judgment in favor of Plaintiffs and the Class in an amount in excess of TWENTY-FIVE THOUSAND and 00/100 DOLLARS (\$25,000.00) to include actual, compensatory, special, treble and punitive damages that may be proven at trial and may be available under all applicable laws and statutes.
3. Enter judgment in favor of Plaintiffs and the Class for their attorneys' fees and costs pursuant to the terms of the Agreement.
4. Enter any other such judgment, order, or decree against Seacoast as may be determined just and equitable or appropriate under the applicable laws, statutes, or in equity.

This the 2nd day of February, 2023.

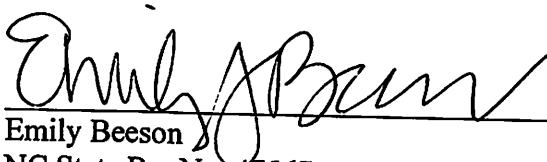
WARD BLACK LAW:



Janet Ward Black
NC State Bar No. 12869
Ward Black Law
208 West Wendover Avenue
Greensboro, North Carolina 27401
Phone: (336) 333-2244 Fax: (336) 379-9415
E-Mail: jwblack@wardblacklaw.com



Gabriel Snyder
NC State Bar No. 52406
Ward Black Law
208 W. Wendover Ave.
Greensboro, NC 27401
Phone: (336) 510-2152 Fax: (336) 510-2169
E-Mail: gsnyder@wardblacklaw.com



Emily Beeson
NC State Bar No. 47567
Ward Black Law
208 W. Wendover Ave.
Greensboro, NC 27401
Phone: (336) 333-2244 Fax: 336-510-2139
E-Mail: ebeeson@wardblacklaw.com

D. Charles Dukes, II, Esq. (*pro hac* forthcoming)

cdukes@rpwb.com

T. Christopher Tuck, Esq. (*pro hac* forthcoming)

ctuck@rpwb.com

Robert S. Wood, Esq. (*pro hac* forthcoming)

bwood@rpwb.com

ROGERS, PATRICK, WESTBROOK & BRICKMAN, LLC

1037 Chuck Dawley Boulevard, Bldg. A

Mount Pleasant, SC 29464

Phone: (843) 727-6500