



May 26, 2022

SENT VIA E-MAIL (jphillip@17th.flcourts.org)

Honorable Carol-Lisa Phillips
201 SE 6th Street, Suite 1020B
Fort Lauderdale, FL 33301

**RE: Workgroup on Sanctions for Vexatious and Sham Litigation
MIAMI REALTORS®' Support for Administrative Order SC21-62**

Dear Judge Phillips:

We are writing on behalf of the MIAMI Association of REALTORS® ("MIAMI REALTORS®") and our nearly 60,000 members in Miami-Dade, Broward, Palm Beach, and Martin counties in support of Administrative Order SC21-62, which created a workgroup to reduce vexatious and sham litigation (the "Workgroup"). Our members, who are part of over 250,000 REALTOR® members throughout Florida, continue to be the target of baseless litigation and pre-litigation demand letters.

MIAMI Association of REALTORS®' Membership

The real estate industry is closely tied to Florida's economy. According to the NATIONAL ASSOCIATION OF REALTORS® ("NAR") 2020 report on "The Economic Impact of a Typical Home Sale in Florida," the real estate industry accounted for \$255.6 billion, or 23.3%, of Florida's gross state product. See Exhibit A. In the same report, NAR estimates that each home sale has an economic impact of \$90,300 to Florida's economy. *Id.*

Data from Florida REALTORS®' 2021 Member Profile shows that, after taxes and expenses, the median net income was \$18,400 for sales agents and \$43,200 for brokers/broker associates. See Exhibit B, p. 58. Most, if not all of our members, would face brutal financial choices if they had to hire legal representation to combat frivolous demand letters and lawsuits, examples of which we will detail later in this letter. Moreover, our own members are not immune to the affordable housing crisis, supply chain issues, and inflation. A lawsuit, or a demand letter, on top of these financial stressors, could cripple or shut down small businesses.

The majority of our members are also real estate professionals who do not have legal training. When faced with frivolous lawsuits and pre-suit demand letters, which include copies of the draft complaints, they turn to MIAMI REALTORS® and FLORIDA REALTORS®, desperate for guidance when faced with the real possibility that their business cannot afford litigation. Despite the frivolous nature of these demand letters, our

members are often placed in a position where they are obligated to hire legal counsel. Because most real estate professionals do not have the financial resources to fight lawsuits, they often end up settling, which does not do anything to deter these waves of vexatious and sham litigation.

Vexatious Pre-Litigation Demand Letters

Along with enhancing the sanctions and other remedial actions for attorneys who partake in vexatious and sham litigation, MIAMI REALTORS® urges the Workgroup consider adding sanctions or other remedial measures against attorneys engaging pre-suit actions, like demand letters, that lead to vexatious and sham litigation.

In 2020, thousands of demand letters with draft complaints were sent out to our members and other REALTOR® members across the state to bully them into payouts ahead of threatened litigation. The demand letters alleged that our REALTOR® members' websites were not ADA-compliant. Of the thousands of letters that went out across the state, we are only aware of one small claims case filed in Miami-Dade County, which the plaintiff voluntarily dismissed without prejudice.¹

Attached is one of those letters that our members received, which included a draft of a complaint. See Exhibit C. The lead attorney with the Portell Law Group, Jennifer Espinet-Portell, who is a member of the Florida Bar, used nearly identical demand letters and draft complaints when sending them to thousands of REALTOR® members across Florida. Many of our members believed that they had been sued because of those draft complaints, which varied little apart from their names. The plaintiff was to be Access4All, Inc., a recently established organization based in Washington D.C., which likely would have faced serious standing issues had they gone to court.

From what our members shared with us and the Florida REALTORS® Legal Hotline, the Portell Law Group's strategy was first to send out thousands of these demand letters to see who would respond. From those who responded and engaged in settlement negotiations with the attorneys, the settlements ranged between \$1,000 and \$5,000 per case. Many members who ignored the Portell Law Group never heard from them again. The Portell Law Group did not pursue settlements from our members who pushed back and asserted that their websites were ADA-compliant.

Meanwhile, the General Counsel for NAR, recognizing that the Portell Law Group was targeting its members in Florida and Massachusetts, sent a cease and desist letter to the Portell Law Group on August 19, 2020. See Exhibit D. Emboldened, the Portell Law Group responded on October 8, 2020. See Exhibit E. Instead of addressing the substantive issues, Manuel Perez-Leiva, the attorney who responded on behalf of the Portell Law Group, accused NAR of threatening Portell Law Group and their client, Access4All, Inc. *Id.*

¹ *Access4All, Inc. v. Financial Affairs Corporation*, Miami-Dade County Small Claims Court Case No. 2020-013778-SP-05.

Mr. Perez-Leiva claimed there is “countless case law” supporting their claims and that the General Counsel for NAR should “look them up.” *Id.* Mr. Perez-Leiva continued to deflect the underlying legal issues and claimed that the General Counsel for NAR was belittling who are visually impaired, all while reasserting the threat that our REALTOR® members must either settle or face litigation. *Id.*

NAR replied on November 10, 2020. See Exhibit F. The letter reaffirmed NAR’s demand that the Portell Law Group stop intimidating REALTOR® members. NAR reminded the Portell Law Group that its attorney, Jennifer Espinet-Portell, was unauthorized to practice law in Washington D.C., and that her claims against REALTOR® members were baseless. Only after that did the Portell Law Group stop harassing our REALTOR® members.

This shakedown was a copycat of a previous wave of federal lawsuits from about 2016 to 2019, alleging that websites were not ADA-compliant. Scott Dinin, a member of the Florida Bar, filed nearly 200 of these lawsuits against cities, counties, for-profit companies, and non-profit organizations on behalf of his clients. In the nearly identical lawsuits, Mr. Dinin and his client alleged that the websites were not accessible to the visually impaired. Most cases concluded in nominal settlements. However, the Honorable Paul Huck, a federal judge for the Southern District of Florida, finally ended Mr. Dinin’s torrent of frivolous litigation. On August 23, 2019, Judge Huck imposed sanctions against Mr. Dinin and banned him from filing ADA claims for five years for having abused the protections of the ADA by “lin[ing] [his] pockets with attorneys’ fees from hapless defendants under the sanctimonious guise of serving the interests of the disabled community.”² See Exhibit G. On July 2, 2020, following Judge Huck’s sanctions, the Florida Bar suspended Mr. Dinin from the practice of law for eighteen months. See Exhibits H and I. Even though Mr. Dinin was barred from filing these frivolous lawsuits for five years, the Portell Law Group filled the void in his absence. Instead of risking similar sanctions, the Portell Law Group sent thousands of demand letters and draft complaints without ever filing in federal court.

Given our members’ recent experience with the Portell Law Group, we ask that the Workgroup also consider sanctions or other remedial measures against attorneys who participate in pre-suit activities, including demand letters, that lead to vexatious and sham litigation.

Our REALTOR® Members are Targets of Vexatious and Sham Litigation

MIAMI REALTORS® wants to emphasize our commitment to upholding fair housing laws and to giving our REALTOR® members the tools to do the same. Our work aligns with NAR’s national fair housing campaigns, which strive to fight against all forms of discrimination in housing, including strengthening member accountability through our

² Order Imposing Sanctions rendered on August 23, 2019, in *Johnson v. Ocaris Mgmt. Grp.*, No. 18-CV-24586-PCH, 2019 U.S. Dist. LEXIS 144773, (S.D. Fla. Aug. 23, 2019).

Code of Ethics, expanding training programs with unconscious bias, and simulations. In addition, MIAMI REALTORS® provides specialized fair housing training to our members and regular audits of MLS listings to ensure that members are complying with fair housing laws. MIAMI REALTORS®' fair housing landing page, launched for Fair Housing Month in April, is now one of the most-visited pages of our website.³

Nevertheless, there comes the point where litigation crosses the line into being vexatious and a sham. Our REALTOR® members have seen a spike in source of income housing discrimination claims that are diluting the intent and effectiveness of fair housing protections. In certain counties and cities in Florida⁴, it is unlawful to refuse to sell or rent real estate to an individual based on their source of income, like Section 8 vouchers. The typical allegation involves someone communicating with a REALTOR® member via e-mail or social media about whether the property owner accepts Housing Choice Voucher Program ("Section 8") vouchers. If the REALTOR® member says "no", for any reason, even if a Section 8 voucher could not be used at the property, the individual files a lawsuit against the REALTOR® associate and their broker, usually without exhausting all administrative remedies.

Examples of Vexatious and Sham Litigation against MIAMI REALTORS® Members

From 2018 to 2019, a single plaintiff, Christopher Benjamin, a self-identified "fair housing tester and advocate," filed ninety-two lawsuits based on alleged source of income discrimination in Miami-Dade County and Broward County. In his lawsuits, Mr. Benjamin claims that he was discriminated against because of his source of income, a Section 8 voucher. After making inquiries to real estate agents about whether Section 8 vouchers would be accepted, he sues both the agents and their brokers, regardless of whether or how they responded. Mr. Benjamin then either settles quickly or voluntarily dismisses his cases.

One example of these cases is *Christopher Benjamin v. Phoenix Realtors LLC*, CHR no. 6736. See Exhibit K. In *Phoenix Realtors*, Mr. Benjamin contacted an agent, and member of MIAMI REALTORS®, at Phoenix Realtors LLC. Mr. Benjamin sent numerous emails in a short amount of time, some of which directed the agent to disregard previous messages. He also inquired about multiple listings, none of which belonged to Phoenix Realtors LLC. Due to the volume of emails sent in a short amount of time, some of Mr. Benjamin's emails went to the agent's spam folder. Consequently, the agent did not see or respond to Mr. Benjamin's email asking about whether Section 8 vouchers would be accepted. Even so, Mr. Benjamin filed a charge of housing discrimination against Phoenix Realtors LLC with the Miami-Dade Commission on Human Rights source of income discrimination. *Id.*

³ MIAMI REALTORS®, Fair Housing Resources, www.miamirealtors.com/fairhousing.

⁴ Alachua County (County Code of Ordinances Title 11 Chapter. 111 Art. I Sec. 111.03); Broward County (County Code of Ordinances Ch. 16 ½ Art. III Div. 3); Hillsborough County (County Ordinance No. 21-17); Miami-Dade County (County Code of Ordinances Ch. 11A Art. II Sec. 11A-12); Daytona Beach (Code of Ordinances, Ordinance No. 2021-323); and, Gainesville (Code of Ordinances Ch. 8 Art. I. Sec. 8-1 et al.).

Some of the more egregious cases involve our REALTOR® members allegedly denying the use of Section 8 vouchers for listings that are not even theirs. For example, in *Brown v. Luxe Properties, LLC*, Miami-Dade County Circuit Court Case No. 2022-001068-CA-01, the real estate agent, who is our member, was contacted by Khambrel Brown through Facebook Messenger. See Exhibit J, pp. 10-14. Mr. Brown initiated the conversation with the agent. Mr. Brown informed the agent that he was looking for \$1,300 or less housing with a Section 8 voucher; but, would pay the difference in higher rents out-of-pocket, which is not permitted.⁵ Mr. Brown inquired whether the agent could help him rent one of the properties that he claimed to have found on Facebook Marketplace. Despite the agent asking Mr. Brown to send him those listings, he never did so. The agent declined to work with Mr. Brown. There was no further communication with the agent, but Brown sued the agent and his broker for damages in excess of \$30,000. The case quickly settled for an undisclosed amount of money and was recently dismissed. Mr. Brown has filed nine other nearly identical claims against other agents and their respective brokers.

The attorney representing Mr. Brown, a member of the Florida Bar, is also representing two other plaintiffs on the same grounds, Deisy M. Penton De Cabrera and Stormye Castro. To date, twenty-five cases are still pending in Miami-Dade County.

Conclusion

Our members have been, and will continue to be, targets of vexatious and sham pre-litigation and litigation without intervention from this Workgroup. Not only are our REALTOR® members and their livelihoods impacted by this, but these cases dilute the rights of those that fair housing laws were designed to protect. As the Honorable Paul Huck must have recognized when he sanctioned Mr. Dinin, these frivolous lawsuits also drain our judicial system of precious resources. We fully support this Workgroup's endeavors to identify solutions to reduce vexatious and sham litigation.

If we can be of any further assistance, please do not hesitate to contact us.

Respectfully,

A handwritten signature in blue ink, appearing to read "Teresa King Kinney".

Teresa King Kinney
Chief Executive Officer
MIAMI Association of REALTORS®
Direct: (305) 468-7010 | E-mail: tkinney@miamire.com

Enclosures as indicated.

⁵ It is unlawful for Section 8 voucher holders to pay the difference between what their voucher covers and what the rent is. 24 CFR § 982. These are commonly referred to as "side payments." Likewise, it is unlawful for landlords to accept those "side payments." The U.S. Department of Justice regularly prosecutes these cases under the False Claims Act. See *United States ex rel. Willis v. Mae Ava Carse Properties, LLC, et al.* Case No. 19-cv-12486 (E.D. Mich.).



cc: **SENT VIA E-MAIL**

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Honorable Janeice T. Martin, County Court Judge, Collier County
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Honorable Anne-Leigh Gaylord Moe, Circuit Court Judge, Thirteenth Judicial Circuit (joanna.nixon@fljud13.org)

Honorable Monique Richardson, County Court Judge, Leon County
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Honorable Andrea Teves Smith, Appellate Court Judge, Second District Court of Appeal (smithan@flcourts.org)

Honorable Adam S. Tanenbaum, Appellate Court Judge, First District Court of Appeal (tanenbauma@1dca.org)

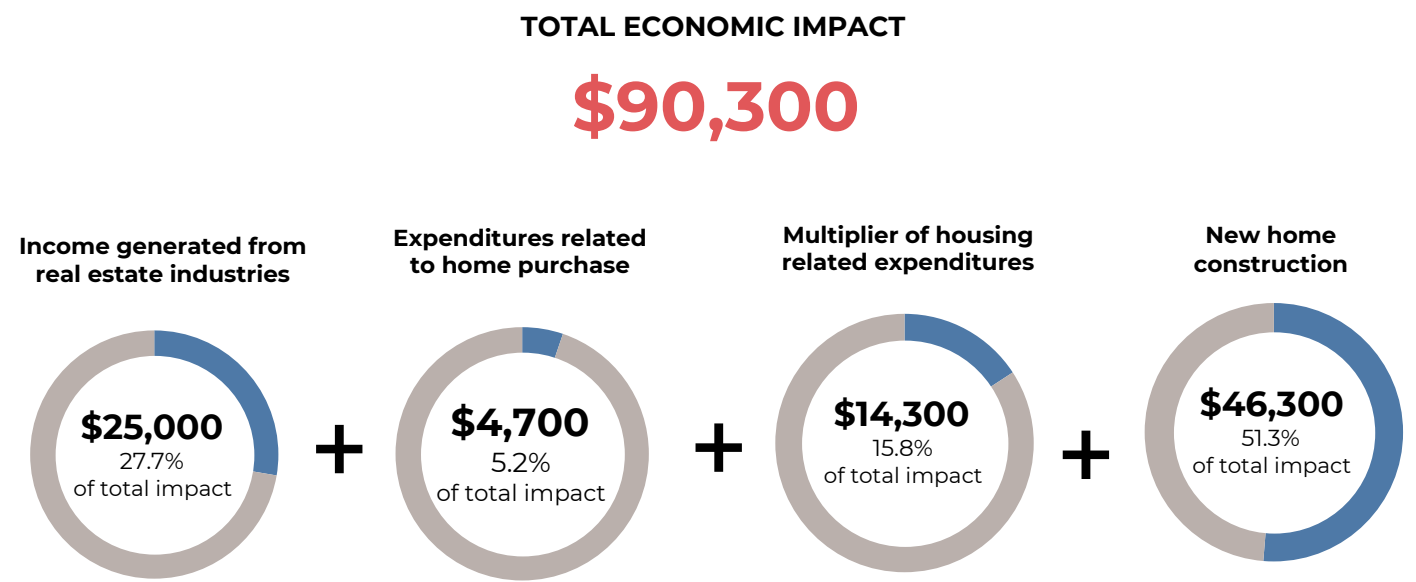
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Exhibits	Page(s)	Description
A	8	NATIONAL ASSOCIATION OF REALTORS®' 2020 report on "The Economic Impact of a Typical Home Sale in Florida"
B	9 – 128	2021 Member Profile: Florida REALTORS® Report
C	129 – 144	Sample demand letter sent to MIAMI REALTORS®' members from the lead attorney with the Portell Law Group, Jennifer Espinet-Portell
D	145 – 147	Cease and desist letter from NAR's General Counsel to the Portell Law Group dated August 19, 2020
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I	175 – 184	Scott Dinin's Unconditional Guilty Plea and Consent Judgment for Discipline dated May 12, 2020
J	185 – 189	Charge of Housing Discrimination filed in <i>Christopher Benjamin v. Phoenix Realtors LLC</i> , CHR no. 6736
K	190 – 204	Complaint filed in <i>Brown v. Luxe Properties, LLC</i> , Miami-Dade County Circuit Court Case No. 2022-001068-CA-01

THE ECONOMIC IMPACT OF A TYPICAL HOME SALE

in Florida

The real estate industry accounted for **\$255.6** billion or **23.3%** of the gross state product in 2020.



Real Estate Industries: We assume that commissions, fees and moving expenses, or income to real estate industries, associated directly with the purchase are about 9% of the median home price.

Expenditures related to home purchase: Furniture and remodeling expenses are about \$4,700 based on the NAHB figure. http://www.nahbclassic.org/generic.aspx?sectionID=734&genericContentID=257993&channelID=311&_ga=2.174727074.1093549992.1499375907-912917446.1499375907

Multiplier effect: The multiplier effect accounts for the fact that income earned in other sectors of the economy as a result of a home sale is then re-circulated into the economy.

New construction: Additional home sales induce added home production. Typically, one new home is constructed for every six existing home sales. Thus, for every existing homes sale, 1/6 of a new home's value is added to the economy.

Sources: BEA, U.S. Census, NAHB, Macroeconomic Advisors, NAR



2021 Member Profile Florida REALTORS® Report

Prepared for:
Florida REALTORS®

Prepared by:
NATIONAL ASSOCIATION OF REALTORS®
Research Division

August 2021



2021 Member Profile Florida Report

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2021 Member Profile

Florida Report

Introduction

The National Association of REALTORS® has released reports on who members are and the business they are conducting dating back more than five decades. Each year the report is released in varying and unique circumstances. While the report provides timelines of how experiences and transactions have changed, it is also important to remember it is a snapshot of that period of time. This year's *2021 Member Profile* covers a period in which COVID-19 was widespread throughout the United States and world.

This time period was also an incredibly unique time for real estate. As COVID-19 lockdowns emerged in the Spring of 2020, home sales dropped. Quickly real estate was deemed an essential service in nearly every state. The 30-year fixed interest rate for mortgages was just 3.1 percent. The interest rate, coupled with the change in remote work patterns, drove home sales to 14-year highs. However, while buyer demand remained strong, inventory dropped to near 40-year lows. Members embraced technology as a way of doing business during COVID-19 and lived up to their dynamic nature.

In 2020, the rise in new members of the National Association of REALTORS® continued to increase. Membership grew from 1.40 million at the end of 2019 to 1.48 million at the end of 2020. The median years of experience in real estate decreased to eight years from nine in last year's report. Those with two years or less experience increased to 26 percent from 24 percent, while those with 25 years or more experience decreased to 15 percent from 17 percent. Despite the churn and unique real estate market conditions, looking forward, 79 percent of REALTORS® are very certain they will remain in the market for two more years.

Limited inventory continues to plague many housing markets in the U.S. Sixty percent of members who practice as brokerage specialists cited the lack of housing inventory was holding back clients from completing a transaction. Impacted by limited inventory, the typical number of transactions was 10 in 2020, a decrease from the previous year of 12. With the decline in the number of transaction sides, the median sales volume decreased from \$2.3 million to \$2.1 million in 2020.

The median gross income of REALTORS® declined to \$43,300 in 2020 from \$49,700 in 2019. New members entering the field can be noted by the differences in income by experience, function, and hours worked per week. Fifty-nine percent of members who have two years or less experience made less than \$10,000 in 2020 compared to 39 percent of members with more than 16 years of experience who made more than \$100,000 in the same time period. REALTORS® with 16 years or more experience had a median gross income of \$75,000—compared to REALTORS® with 2 years or less experience that had a median gross income of \$8,500.

The typical member was an independent contractor affiliated with an independent company catering to local markets. REALTORS® frequently have had careers in other fields prior to real estate, the most common being in management, business, and financial professions, followed by sales and retail. Only five percent indicated that real estate is their first career. The majority of members were women homeowners with a college education. The share of women in the industry continues to rise and is now at 65 percent—up from 57 percent in 2010. The median age of REALTORS® was 54 in the 2021 survey.

As COVID-19 has shown, technology can bridge the gap when in-person contact was limited and social distancing was essential. While there are older technologies that are embraced on a daily basis such as e-mail, social media, and GPS there are also new emerging technologies such as Photofy and the use of drones. The majority of members have their own website where they promote their own property listings, but many also post information about the buying and selling process to help consumers who may just be in the research part of the process.

2021 Member Profile

Florida Report

Highlights

Business Characteristics of REALTORS®

- Sixty-eight percent of REALTORS® were licensed sales agents, 20 percent held broker licenses, and 13 percent held broker associate licenses. In Florida, 79 percent of REALTORS® were licensed sales agents, 11 percent held broker licenses, and 10 percent held broker associate licenses.
- The typical REALTOR® had eight years of experience, down from nine last year. In Florida, the typical REALTOR® had six years of experience.
- Fifteen percent of members had at least one personal assistant. In Florida, 13 percent operate with at least one assistant.
- Seventy-nine percent of REALTORS® were very certain they would remain active as a real estate professional for two more years. In Florida, 80 percent of members report they are certain they will remain active for two more years.

Business Activity of REALTORS®

- In 2020, the typical agent had 10 transactions, down from 12 transactions in 2019. In Florida, agents also had 10 transactions typically.
- The median sales volume for brokerage specialists decreased to \$2.1 million in 2020 from \$2.3 million in 2019. In Florida, the typical sales volume was \$1.5 million in 2020.
- Lack of inventory was the the most cited reason limiting potential clients from completing transactions, following seven years of difficulty finding the right property being the top factor. In Florida, lack of inventory was also the most cited reason.
- The typical property manager managed 39 properties in 2020, up from 35 properties in 2019. In Florida, the typical property manager managed 35 properties.
- The typical REALTOR® worked 35 hours per week in 2020. In Florida, the typical REALTOR® worked 30 hours per week.
- The typical REALTOR® earned 15 percent of their business from repeat clients and customers and 19 percent through referrals from past clients and customers. In Florida, 13 percent of business came from repeat business and 18 percent through referrals from past clients.

Income and Expenses of REALTORS®

- In 2020, 37 percent of REALTORS® were compensated under a fixed commission split (under 100 percent), followed by 23 percent with a graduated commission split (increases with productivity). In Florida, 39 percent of respondents were compensated under a fixed commission split (under 100%).

- The median gross income of REALTORS® was \$43,330 in 2020, a decrease from \$49,700 in 2019. The median gross income for REALTORS® in Florida was \$33,750.
- REALTORS® with 16 years or more experience had a median gross income of \$75,000—down from \$86,500 in 2019— compared to REALTORS® with two years or less experience that had a median gross income of \$8,500—a slight decrease from \$8,900. In Florida, members with 16 or more years of experience had a median gross income of \$62,500 and those with less than two years had an income of \$8,200.
- The median business expenses were \$5,330, down from \$6,290 in 2019. In Florida, the typical business expenses were \$4,080.
- The largest expense category for most REALTORS® remains vehicle expenses at a median of \$1,200. In Florida, the largest single expense category was also vehicle expenses, which was \$1,040.

Office and Firm Affiliation of REALTORS®

- Fifty-three percent of REALTORS® were affiliated with an independent company. This number was 59 percent of members in Florida.
- Eighty-eight percent of members were independent contractors at their firms. In Florida, that share is 84 percent.
- The median tenure for REALTORS® with their current firm was five years again, an increase from four years last year. The median firm tenure for Florida members was five years.
- Eight percent of REALTORS® worked for a firm that was bought or merged in the past two years. In Florida, this number was seven percent.

Technology and REALTORS®

- Fifty-two percent of REALTORS® reported having a website for at least five years, and the typical REALTOR® has had a website for a median of five years. In Florida, 59 percent of REALTORS® reported having a website for at least five years, with a median of seven years.
- Seventy-four percent of members were on Facebook and 56 percent on LinkedIn for professional use. In Florida, 70 percent of members are on Facebook and 54 percent on LinkedIn for professional use.
- The most common information found on REALTOR® websites, among all REALTORS®, was the member's own listings and home buying and selling information. The same is true in Florida.

Demographic Characteristics of REALTORS®

- The typical REALTOR® was a 54-year-old white female who attended college and was a homeowner. The typical REALTOR® in Florida was 55 years old and 88 percent at least attended college.
- Sixty-five percent of all REALTORS® were female, up slightly from 64 percent last year. In Florida, 65 percent of members were female.
- Fifteen percent of REALTORS® had a previous career in management, business, or finance, and 15 percent in sales or retail. Only five percent of REALTORS® reported real estate was their first career. In Florida, 17 percent

had a previous career in management, business, or the financial sector, and 16 percent in sales or retail. Four percent in Florida reported real estate was their first career.

- Sixty-four percent of REALTORS® said that real estate was their only occupation and was so pre-COVID-19, while 11 percent also had another source of income pre-COVID-19. Sixty-two percent in Florida reported real estate was their only occupation now and pre-COVID-19, while 12 percent had another source pre-COVID-19.
- The majority of REALTORS®—82 percent—own their primary residence. Seventy-seven percent of REALTORS® own their primary residence in Florida.

Methodology

In March 2021, NAR e-mailed a 93-question survey to a random sample of 161,155 REALTORS®. Using this method, a total of 10,643 responses were received. The survey had an adjusted response rate of 6.6 percent. The confidence interval at a 95 percent level of confidence is +/- 0.95 percent based on a population of 1.4 million members. In Florida a random sample of 20,848 members were sent the survey, 987 members took the survey. Florida had a response rate of 4.7 percent.

Survey responses were weighted to be representative of state level NAR membership. Information about compensation, earnings, sales volume and number of transactions is characteristics of calendar year 2020, while all other data are representative of member characteristics in early 2021.

The NATIONAL ASSOCIATION OF REALTORS® is committed to equal opportunity in the real estate industry. In accordance with this commitment, racial and ethnic information was collected and is included in this report.

Where relevant, REALTOR® information in subgroups based on the license held by members of NAR: a broker, broker-associate or sales agent license. The term “broker” refers to REALTORS® holding a broker or broker associate license unless otherwise noted. In some cases, information is presented by REALTORS®’ main function within their firm or their real estate specialty regardless of the type of license held.

The primary measure of central tendency used throughout this report is the median, the middle point in the distribution of responses to a particular question or, equivalently, the point at which half of the responses are above and below a particular value. Data may not be comparable to previous *Member Profile* publications due to changes in questionnaire design.

BUSINESS CHARACTERISTICS OF REALTORS®

Exhibit 1-1	REALTORS® BY TYPE OF LICENSE
Exhibit 1-2	SPECIALTY AND MAIN FUNCTION OF REALTORS®
Exhibit 1-3	PRIMARY BUSINESS SPECIALTY OF BROKER/BROKER ASSOCIATE LICENSEES, 1999-2021
Exhibit 1-4	PRIMARY BUSINESS SPECIALTY OF SALES AGENT LICENSEES, 1999-2021
Exhibit 1-5	SECONDARY BUSINESS SPECIALTY OF REALTORS®
Exhibit 1-6	REAL ESTATE EXPERIENCE OF REALTORS®, BY MAIN FUNCTION
Exhibit 1-7	NUMBER OF PERSONAL ASSISTANTS
Exhibit 1-8	NUMBER OF PERSONAL ASSISTANTS, BY YEARS OF REAL ESTATE EXPERIENCE
Exhibit 1-9	TASKS PERFORMED BY PERSONAL ASSISTANTS
Exhibit 1-10	CHARACTERISTICS OF PERSONAL ASSISTANTS
Exhibit 1-11	RELOCATION ACTIVITY OF REALTORS®
Exhibit 1-12	WILL REMAIN ACTIVE AS A REAL ESTATE PROFESSIONAL DURING THE NEXT TWO YEARS

BUSINESS CHARACTERISTICS OF REALTORS®

Exhibit 1-1

REALTORS® BY TYPE OF LICENSE

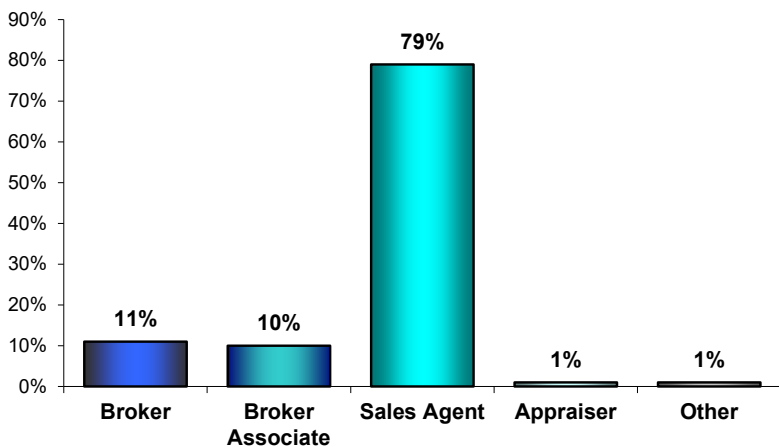
Number of Total Respondents = 987

(Percent of Respondents)

Florida

Broker	11%
Broker Associate	10%
Sales Agent	79%
Appraiser	1%
Other	1%

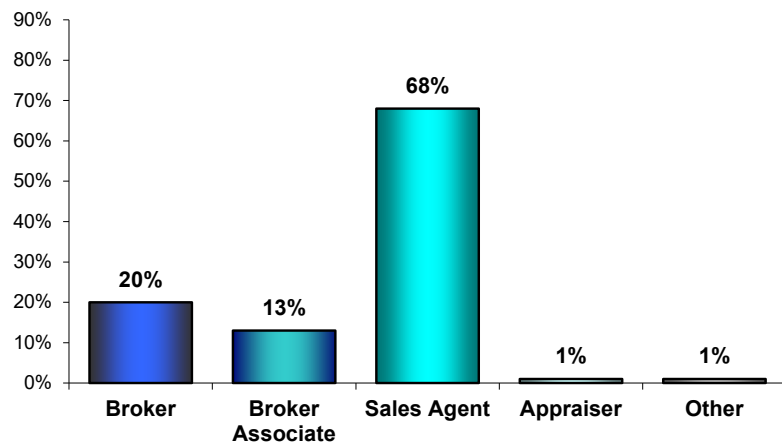
REALTORS® BY TYPE OF LICENSE



U.S.

Broker	20%
Broker Associate	13%
Sales Agent	68%
Appraiser	1%
Other	1%

REALTORS® BY TYPE OF LICENSE



BUSINESS CHARACTERISTICS OF REALTORS®

Exhibit 1-2

SPECIALTY AND MAIN FUNCTION OF REALTORS®

(Percentage Distribution)

Florida

	ALL REALTORS®	LICENSED AS			
		Broker	Broker Associate	Sales Agent	Appraiser
Primary Real Estate Specialty					
Residential brokerage	71%	81%	84%	68%	*
Commercial brokerage	1	3	3	1	*
Residential appraisal	1	1	*	1	100
Commercial appraisal	*	*	*	*	*
Relocation	5	1	2	6	*
Property management	4	11	2	3	*
Counseling	1	*	2	1	*
Land/Development	1	1	*	1	*
Other specialties	16	2	6	19	*
Main Function					
Broker-owner (with selling)	8%	70%	1%	1%	*
Broker-owner (without selling)	1	5	*	*	*
Associate broker	4	6	32	1	*
Manager	3	8	2	1	*
Sales agent	81	8	63	95	*
Appraiser	1	*	*	*	100
Other	3	4	2	3	*

* Less than 1 percent

U.S.

	ALL		LICENSED AS			
	2021 Survey	2020 Survey	Broker	Broker Associate	Sales Agent	Appraiser
Primary Real Estate Specialty						
Residential brokerage	73%	73%	81%	87%	67%	*
Commercial brokerage	2	2	3	2	1	*
Residential appraisal	1	1	1	*	*	94
Commercial appraisal	*	*	*	*	*	6
Relocation	4	3	2	3	5	*
Property management	4	4	6	2	4	*
Counseling	2	2	1	1	3	*
Land/Development	1	1	1	1	1	*
Other specialties	14	13	4	4	19	*
Main Function						
Broker-owner (with selling)	10%	10%	45%	2%	1%	1%
Broker-owner (without selling)	1	1	3	*	*	*
Associate broker	10	11	17	53	*	*
Manager	3	3	5	3	2	*
Sales agent	73	71	26	39	94	3
Appraiser	1	1	1	*	*	96
Other	3	3	4	3	3	*

* Less than 1 percent

BUSINESS CHARACTERISTICS OF REALTORS®

Exhibit 1-3

PRIMARY BUSINESS SPECIALTY OF BROKER/BROKER ASSOCIATE LICENSEES, 1999-2021

(Percentage Distribution)

Florida

	2021
Residential brokerage	83%
Commercial brokerage	3
Land/Development	1
Relocation	2
Counseling	1
Appraising	1
Property management	7
International	1
Other	3

* Less than 1 percent

U.S.

	1999	2001	2003	2005	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Residential brokerage	75%	76%	81%	76%	79%	79%	80%	79%	78%	75%	81%	77%	79%	84%	82%	82%	83%	83%	84%
Commercial brokerage	6	6	3	4	5	6	6	7	6	4	3	5	5	3	4	3	2	3	3
Land/Development	4	3	1	3	3	1	3	2	2	2	1	1	1	2	1	2	2	1	1
Relocation	1	1	2	3	2	*	1	1	1	1	1	1	1	2	2	2	2	2	2
Counseling	1	1	2	3	1	1	1	1	1	2	1	1	1	1	1	1	1	1	1
Appraising	4	4	3	2	1	4	1	1	1	1	1	1	1	1	1	1	1	1	1
Property management	6	5	4	4	4	1	6	6	7	10	8	8	7	5	6	6	6	5	5
International	NA	*	*	1	*	3	*	*	*	*	1	*	*	1	*	*	*	*	*
Other	4	3	4	4	4	4	2	3	5	6	4	6	5	3	3	4	3	3	4

NA - Not Asked

* Less than 1 percent

BUSINESS CHARACTERISTICS OF REALTORS®

Exhibit 1-4

PRIMARY BUSINESS SPECIALTY OF SALES AGENT LICENSEES, 1999-2021

(Percentage Distribution)

Florida

	2021
Residential brokerage	68%
Commercial brokerage	1
Land/Development	1
Relocation	6
Counseling	1
Appraising	1
Property management	3
International	2
Other	17

* Less than 1 percent

U.S.

	1999	2001	2003	2005	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Residential brokerage	88%	82%	84%	74%	75%	77%	86%	87%	83%	83%	83%	83%	82%	67%	65%	65%	67%	68%	67%
Commercial brokerage	2	2	2	1	2	2	3	3	3	1	2	2	3	1	1	2	1	2	1
Land/Development	2	2	1	3	3	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Relocation	1	2	2	5	6	*	2	2	2	2	2	2	2	4	5	4	4	4	5
Counseling	1	3	2	5	4	5	1	1	1	1	1	2	1	2	2	2	2	2	3
Appraising	2	3	3	5	1	4	1	*	1	1	*	*	1	1	*	1	1	1	*
Property management	2	3	3	3	4	3	4	3	4	5	6	4	4	4	4	4	3	3	4
International	NA	*	*	*	2	2	1	*	1	*	1	1	1	1	1	*	1	1	1
Other	2	3	3	3	4	6	2	2	5	6	5	6	5	18	21	22	20	18	19

NA - not asked

* Less than 1 percent

BUSINESS CHARACTERISTICS OF REALTORS®

Exhibit 1-5

SECONDARY BUSINESS SPECIALTY OF REALTORS®

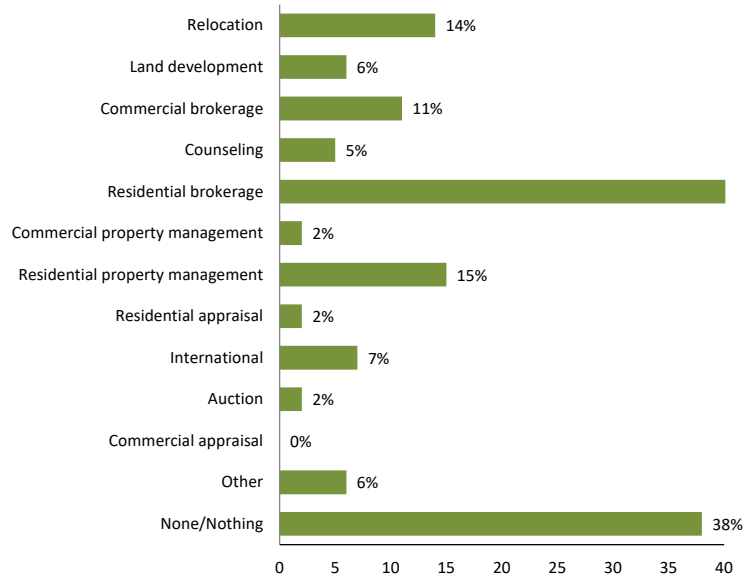
(Percent of Respondents)

Florida

Relocation	14%
Land development	6%
Commercial brokerage	11%
Counseling	5%
Residential brokerage	43%
Commercial property management	2%
Residential property management	15%
Residential appraisal	2%
International	7%
Auction	2%
Commercial appraisal	*
Other	6%
None/Nothing	38%

SECONDARY BUSINESS SPECIALTY OF REALTORS®

(Percent of Respondents)

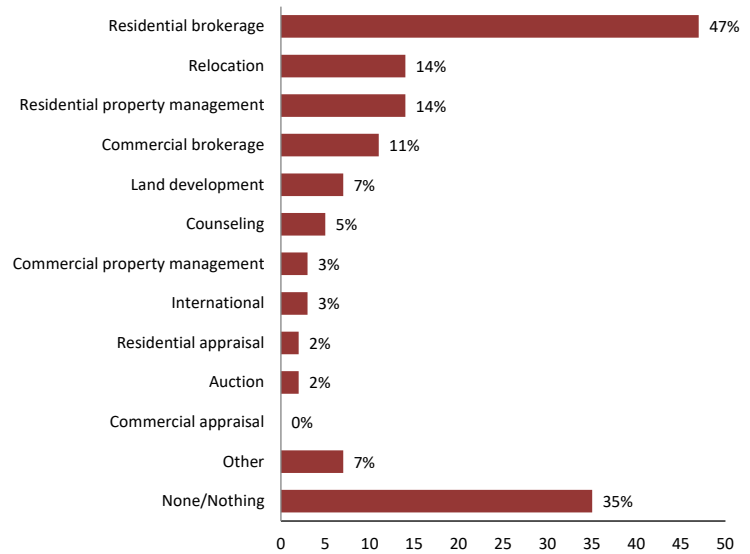


U.S.

Residential brokerage	47%
Relocation	14%
Residential property management	14%
Commercial brokerage	11%
Land development	7%
Counseling	5%
Commercial property management	3%
International	3%
Residential appraisal	2%
Auction	2%
Commercial appraisal	*
Other	7%
None/Nothing	35%

SECONDARY BUSINESS SPECIALTY OF REALTORS®

(Percent of Respondents)



BUSINESS CHARACTERISTICS OF REALTORS®

Exhibit 1-6

REAL ESTATE EXPERIENCE OF REALTORS®, BY MAIN FUNCTION

(Percentage Distribution)

Florida

	ALL REALTORS®	MAIN FUNCTION IN FIRM						
		Broker-Owner (without selling)	Broker-Owner (with selling)	Associate Broker	Manager (without selling)	Manager (with selling)	Sales Agent	Appraiser
1 year or less	21%	*	*	3%	*	13%	25%	*
2 years	8	*	*	*	*	*	10	*
3 years	6	*	3	5	*	6	7	*
4 years	5	*	4	5	*	*	6	*
5 years	5	*	6	10	*	6	5	*
6 to 10 years	14	17	14	18	*	19	14	*
11 to 15 years	9	*	13	3	29	19	9	*
16 to 25 years	20	33	35	28	29	25	18	60
26 to 39 years	8	33	19	23	14	13	5	40
40 or more years	3	17	6	8	29	*	2	*
Median (years)	6	30	18	17	17	12	5	24

* Less than 1 percent

U.S.

	ALL		MAIN FUNCTION IN FIRM						
	2021 Survey	2020 Survey	Broker-Owner (without selling)	Broker-Owner (with selling)	Associate Broker	Manager (without selling)	Manager (with selling)	Sales Agent	Appraiser
1 year or less	18%	17%	3%	3%	13%	8%	3%	22%	2%
2 years	8	8	2	1	6	*	2	9	*
3 years	7	7	*	2	5	4	3	8	*
4 years	6	5	*	2	5	*	3	6	5
5 years	5	5	2	3	6	3	2	6	*
6 to 10 years	13	11	8	12	14	5	19	13	6
11 to 15 years	10	12	6	14	9	9	19	10	4
16 to 25 years	19	19	38	30	20	50	26	17	35
26 to 39 years	11	12	26	21	15	10	12	8	36
40 or more years	4	5	14	13	7	10	12	2	12
Median (years)	8	9	22	20	11	17	16	5	25

* Less than 1 percent

BUSINESS CHARACTERISTICS OF REALTORS®

Exhibit 1-7

NUMBER OF PERSONAL ASSISTANTS

(Percentage Distribution)

Florida

	ALL REALTORS®	LICENSED AS		MAIN FUNCTION IN FIRM					
		Broker/ Associate	Sales Agent	Broker- Owner (without selling)	Broker- Owner (with selling)	Associate Broker	Manager (without selling)	Manager (with selling)	Sales Agent
None	87%	76%	90%	60%	73%	91%	33%	82%	90%
One	11	18	9	20	19	9	50	*	9
Two	1	2	1	*	3	*	17	9	1
Three or more	1	3	*	20	4	*	*	9	*

* Less than 1 percent

U.S.

	ALL REALTORS®	LICENSED AS		MAIN FUNCTION IN FIRM					
		Broker/ Associate	Sales Agent	Broker- Owner (without selling)	Broker- Owner (with selling)	Associate Broker	Manager (without selling)	Manager (with selling)	Sales Agent
None	85%	78%	88%	56%	71%	84%	66%	65%	89%
One	12	17	10	30	23	13	23	25	9
Two	2	3	2	5	4	2	7	9	1
Three or more	1	1	*	9	2	1	4	2	*

* Less than 1 percent

BUSINESS CHARACTERISTICS OF REALTORS®

Exhibit 1-8

NUMBER OF PERSONAL ASSISTANTS, BY YEARS OF REAL ESTATE EXPERIENCE

(Percentage Distribution)

Florida

	ALL REALTORS®	REAL ESTATE EXPERIENCE			
		2 years or less	3 to 5 years	6 to 15 years	16 years or more
None	87%	94%	88%	87%	80%
One	11	6	9	9	17
Two or more	2	*	4	3	3

* Less than 1 percent

U.S.

	ALL REALTORS®	REAL ESTATE EXPERIENCE			
		2 years or less	3 to 5 years	6 to 15 years	16 years or more
None	85%	94%	88%	83%	78%
One	12	5	9	13	18
Two or more	3	1	2	4	4

* Less than 1 percent

BUSINESS CHARACTERISTICS OF REALTORS®

Exhibit 1-9

TASKS PERFORMED BY PERSONAL ASSISTANTS

(Percent of Respondents)

Florida

Process new listings and enter them in the MLS	100%
Manage closing paperwork	60
Prepare comps	60
Schedule listing presentations, closings, and appointments	60
Photograph listings	20
Send mailings to past clients or prospects	60
Order inspections	60
Write ads	20
Place/track advertising of listings	60
Send progress reports to sellers	60
Prepare escrow files	20
Check MLS for expirations	20
Prospect FSBOs	*
Check newspapers/websites for FSBOs	40
Other	*

* Less than 1 percent

U.S.

Process new listings and enter them in the MLS	68%
Send mailings to past clients or prospects	61
Manage closing paperwork	57
Schedule listing presentations, closings, and appointments	45
Place/track advertising of listings	40
Send progress reports to sellers	38
Prepare comps	37
Write ads	36
Order inspections	35
Check MLS for expirations	29
Prepare escrow files	26
Photograph listings	24
Check newspapers/websites for FSBOs	13
Prospect FSBOs	6
Other	28

BUSINESS CHARACTERISTICS OF REALTORS®

Exhibit 1-10

CHARACTERISTICS OF PERSONAL ASSISTANTS

(Percentage Distribution)

Florida

License Information	Licensed	55%
	Unlicensed	45
Salary Expenses	Paid by REALTOR®	40
	Paid by company	32
	Both	28
Employment	Full-time	44
	Part-time	56
Exclusivity	Exclusive assistant	56
	Shared with others	44
Employment Arrangement	Independent contractor	52
	Employee	48
Compensation Structure	Hourly	50
	Arrangement varies	17
	Salary	17
	Percent of commission	10
	Per task	6

U.S.

License Information	Licensed	52%
	Unlicensed	48
Salary Expenses	Paid by REALTOR®	39
	Paid by company	32
	Both	29
Employment	Full-time	46
	Part-time	54
Exclusivity	Exclusive assistant	51
	Shared with others	49
Employment Arrangement	Independent contractor	53
	Employee	47
Compensation Structure	Hourly	27
	Arrangement varies	21
	Salary	18
	Percent of commission	12
	Per task	21

BUSINESS CHARACTERISTICS OF REALTORS®

Exhibit 1-11

RELOCATION ACTIVITY OF REALTORS®

(Percentage Distribution)

Florida

ALL REALTORS®

<i>REALTORS®'s firm have a relocation department or business development department responsible for relocation activities</i>	
Yes	25%
No	50
Don't know	25

U.S.

ALL REALTORS®

<i>REALTORS®'s firm have a relocation department or business development department responsible for relocation activities</i>	
Yes	31%
No	48
Don't know	21

BUSINESS CHARACTERISTICS OF REALTORS®

Exhibit 1-12

WILL REMAIN ACTIVE AS A REAL ESTATE PROFESSIONAL DURING THE NEXT TWO YEARS

(Percentage Distribution)

Florida

ALL REALTORS®	
Very certain	80%
Somewhat certain	14
Not certain	5

U.S.

ALL REALTORS®	
Very certain	79%
Somewhat certain	15
Not certain	6

BUSINESS ACTIVITY OF REALTORS®

Exhibit 2-1	APPRAISAL: TYPES OF PROPERTIES APPRAISED
Exhibit 2-2	APPRAISAL: NUMBER OF PROPERTIES APPRAISED, 2020
Exhibit 2-3	APPRAISAL: OTHER REAL ESTATE ACTIVITIES OF APPRAISAL SPECIALISTS
Exhibit 2-4	BROKERAGE: AGENCY RELATIONSHIPS
Exhibit 2-5	BROKERAGE: LISTINGS SOLD, 2020
Exhibit 2-6	BROKERAGE: NUMBER OF TRANSACTION SIDES OR COMMERCIAL DEALS, 2020
Exhibit 2-7	BROKERAGE: NUMBER OF TRANSACTION SIDES OR COMMERCIAL DEALS, BY EXPERIENCE,
Exhibit 2-8	MEDIAN NUMBER OF TRANSACTION SIDES OR COMMERCIAL DEALS
Exhibit 2-9	BROKERAGE: NUMBER OF TRANSACTION SIDES INVOLVING PROPERTIES IN FORECLOSURE, 2020
Exhibit 2-10	BROKERAGE: NUMBER OF TRANSACTION SIDES INVOLVING SHORT SALES, 2020
Exhibit 2-11	BROKERAGE: SALES VOLUME, 2020
Exhibit 2-12	BROKERAGE: SALES VOLUME, BY EXPERIENCE, 2020
Exhibit 2-13	THE MOST IMPORTANT FACTOR LIMITING POTENTIAL CLIENTS IN COMPLETING A TRANSACTION
Exhibit 2-14	BROKERAGE: WEB SITES WHERE REALTORS® PLACE THEIR LISTINGS
Exhibit 2-15	PROPERTY MANAGEMENT: TYPES OF PROPERTIES MANAGED
Exhibit 2-16	PROPERTY MANAGEMENT: NUMBER OF PROPERTIES MANAGED
Exhibit 2-17	PROPERTY MANAGEMENT: MANAGEMENT FUNCTIONS PERFORMED
Exhibit 2-18	HOURS WORKED PER WEEK
Exhibit 2-19	REPEAT BUSINESS FROM PAST CONSUMERS AND CLIENTS, BY SPECIALTY, 2020
Exhibit 2-20	REPEAT BUSINESS FROM PAST CONSUMERS AND CLIENTS, BY EXPERIENCE, 2020
Exhibit 2-21	BUSINESS THROUGH REFERRALS FROM PAST CONSUMERS AND CLIENTS, BY SPECIALTY, 2020
Exhibit 2-22	BUSINESS THROUGH REFERRALS FROM PAST CONSUMERS AND CLIENTS, BY EXPERIENCE, 2020

BUSINESS ACTIVITY OF REALTORS®

Exhibit 2-1

APPRAISAL: TYPES OF PROPERTIES APPRAISED

(Percent of Respondents, Appraisal Specialists only)

Florida

Residential (1 to 4 units)	100%
Agricultural land and farms	29
Commercial (retail, office, shopping centers, etc.)	14
Residential (5 or more units)	*
Industrial (manufacturing, warehouses, etc.)	*
Institutional (hospitals, schools, etc.)	*
Other	*

** Less than 1 percent*

U.S.

	2021 Survey
Residential (1 to 4 units)	97%
Agricultural land and farms	21
Residential (5 or more units)	19
Commercial (retail, office, shopping centers, etc.)	11
Industrial (manufacturing, warehouses, etc.)	11
Institutional (hospitals, schools, etc.)	7
Other	15

BUSINESS ACTIVITY OF REALTORS®

Exhibit 2-2

APPRAISAL: NUMBER OF PROPERTIES APPRAISED, 2020

(Percentage Distribution, Appraisal Specialists only)

Florida

	ALL APPRAISAL SPECIALISTS	RESIDENTIAL APPRAISAL SPECIALISTS
9 or fewer	20%	20%
10 to 24	*	*
25 to 49	*	*
50 to 99	20	20
100 to 199	20	20
200 to 299	20	20
300 to 399	20	20
400 or more	*	*
Median (properties)	180	180

* Less than 1 percent

U.S.

	ALL APPRAISAL SPECIALISTS		RESIDENTIAL APPRAISAL SPECIALISTS
	In 2020	In 2019	
9 or fewer	7%	6%	8%
10 to 24	4	1	4
25 to 49	10	4	6
50 to 99	11	7	11
100 to 199	17	23	18
200 to 299	17	25	18
300 to 399	13	22	14
400 or more	22	12	21
Median (properties)	200	204	200

* Less than 1 percent

BUSINESS ACTIVITY OF REALTORS®

Exhibit 2-3

APPRAISAL: OTHER REAL ESTATE ACTIVITIES OF APPRAISAL SPECIALISTS

(Percent of Respondents, Appraisal Specialists only)

Florida

	ALL APPRAISAL SPECIALISTS	RESIDENTIAL APPRAISAL SPECIALISTS
Residential brokerage	14%	14%
Counseling	*	*
Relocation	*	*
Commercial appraisal	14	14
Land/development	29	29
Residential property management	29	29
Commercial brokerage	*	*
Commercial property management	14	14
Residential appraisal	71	71
International	*	*
Auction	*	*
Other	*	*
None	14	14

* Less than 1 percent

N/A - Not Applicable

U.S.

	ALL APPRAISAL SPECIALISTS	RESIDENTIAL APPRAISAL SPECIALISTS
Residential appraisal	79%	80%
Residential brokerage	15	16
Commercial appraisal	13	7
Residential property management	12	12
Counseling	10	11
Commercial brokerage	5	4
Land/development	5	5
Relocation	3	3
Auction	*	*
Commercial property management	*	*
International	*	*
None	12	13
Other	6	6

BUSINESS ACTIVITY OF REALTORS®

Exhibit 2-4

BROKERAGE: AGENCY RELATIONSHIPS

(Percentage Distribution, Brokerage Specialists only)

Florida

	ALL REALTORS®	RESIDENTIAL SPECIALISTS			Commercial Specialists
		All	Broker/ Broker Associate	Sales Agent	
Buyer agency and seller agency with disclosed dual agency	7%	7%	6%	7%	*
Single agency	15	14	8	17	17
Transactional agency	71	71	79	68	50
Buyer agency exclusively	3	4	1	5	*
Seller agency exclusively	4	4	6	3	33
Other	*	*	*	*	*

* Less than 1 percent

U.S.

	ALL REALTORS®	RESIDENTIAL SPECIALISTS			Commercial Specialists
		All	Broker/ Broker Associate	Sales Agent	
Single agency (representation of buyer or seller but not both in same transaction)	38%	38%	38%	39%	28%
Buyer agency and seller agency with disclosed dual agency for in-company transactions	34	34	35	33	28
Transactional agency	11	11	9	11	17
Buyer agency exclusively	9	9	8	10	16
Seller agency exclusively	6	6	7	5	10
Other	2	2	3	2	1

BUSINESS ACTIVITY OF REALTORS®

Exhibit 2-5

BROKERAGE: LISTINGS SOLD, 2020

(Percentage Distribution, Brokerage Specialists only)

U.S.

	NUMBER OF OWN LISTINGS SOLD	NUMBER OF OWN LISTINGS SOLD BY SOMEONE ELSE	NUMBER OF OTHERS' LISTINGS SOLD
All REALTORS®			
0 listings	41%	21%	22%
1 listing	17	10	9
2 listings	12	9	9
3 listings	7	8	7
4 listings	4	7	6
5 listings	4	6	7
6 to 10 listings	7	19	20
11 listings or more	7	21	22
Median listings (2020)	1	4	4
Median listings (2019)	1	4	5

Residential Specialists

0 listings	41%	21%	21%
1 listing	17	10	9
2 listings	12	9	9
3 listings	7	8	7
4 listings	4	7	5
5 listings	4	6	7
6 to 10 listings	7	19	20
11 listings or more	7	21	22
Median listings (2020)	1	4	4
Median listings (2019)	1	4	5

Commercial Specialists

0 listings	31%	36%	33%
1 listing	16	4	9
2 listings	7	13	11
3 listings	8	9	6
4 listings	9	5	13
5 listings	5	1	8
6 to 10 listings	15	12	13
11 listings or more	10	21	8
Median listings (2020)	2	2	2
Median listings (2019)	3	2	3

BUSINESS ACTIVITY OF REALTORS®

Exhibit 2-6

BROKERAGE: NUMBER OF TRANSACTION SIDES OR COMMERCIAL DEALS, 2020

(Percentage Distribution, Brokerage Specialists only)

Florida

ALL REALTORS®			RESIDENTIAL SPECIALISTS							
			All		Broker/ Broker Associate		Sales Agent		Commercial Specialists	
	Residential sides	Commercial sides	Residential sides	Commercial sides	Residential sides	Commercial sides	Residential sides	Commercial sides	Residential sides	Commercial sides
0 transactions	9%	75%	9%	76%	1%	58%	12%	84%	40%	40%
1 to 5 transactions	23	23	24	23	24	38	24	16	*	40
6 to 10 transactions	24	1	24	1	20	4	25	*	20	*
11 to 15 transactions	18	*	18	*	21	*	17	*	20	*
16 to 20 transactions	8	1	8	*	12	*	7	*	*	20
21 to 50 transactions	15	*	14	*	16	*	14	*	20	*
51 transactions or more	3	*	3	*	6	*	2	*	*	*
Median (transactions)	10	*	10	*	12	*	9	*	6	1

* Less than 1 percent

U.S.

ALL REALTORS®			RESIDENTIAL SPECIALISTS							
			All		Broker/ Broker Associate		Sales Agent		Commercial Specialists	
	Residential sides	Commercial sides	Residential sides	Commercial sides	Residential sides	Commercial sides	Residential sides	Commercial sides	Residential sides	Commercial sides
0 transactions	7%	69%	6%	71%	3%	64%	9%	77%	20%	15%
1 to 5 transactions	25	27	24	26	20	32	27	22	35	47
6 to 10 transactions	19	2	19	2	18	4	20	1	13	14
11 to 15 transactions	15	1	15	*	16	*	15	*	21	9
16 to 20 transactions	10	1	10	*	11	*	10	*	2	8
21 to 50 transactions	19	*	19	*	23	*	16	*	7	7
51 transactions or more	5	*	5	*	8	*	4	*	2	*
Median (transactions)	10	*	10	*	13	*	9	*	5	4

* Less than 1 percent

BUSINESS ACTIVITY OF REALTORS®

Exhibit 2-7

BROKERAGE: NUMBER OF TRANSACTION SIDES OR COMMERCIAL DEALS, BY EXPERIENCE, 2020

(Percentage Distribution, Brokerage Specialists only)

Florida

ALL REALTORS®			REAL ESTATE EXPERIENCE							
			2 years or less		3 to 5 years		6 to 15 years		16 years or more	
Residential	Commercial		Residential	Commercial	Residential	Commercial	Residential	Commercial	Residential	Commercial
sides	sides		sides	sides	sides	sides	sides	sides	sides	sides
0 transactions	9%	75%	36%	94%	2%	66%	6%	79%	2%	66%
1 to 5 transactions	23	23	31	6	18	31	24	19	21	32
6 to 10 transactions	24	1	18	*	27	*	27	2	22	2
11 to 15 transactions	18	*	7	*	23	*	20	*	21	*
16 to 20 transactions	8	1	3	*	13	3	7	*	9	*
21 to 50 transactions	15	*	4	*	17	*	12	*	20	*
51 transactions or more	3	*	*	*	*	*	3	*	5	*
Median (transactions)	10	*	2	*	12	*	10	*	12	*

* Less than 1 percent

U.S.

ALL REALTORS®			REAL ESTATE EXPERIENCE							
			2 years or less		3 to 5 years		6 to 15 years		16 years or more	
Residential	Commercial		Residential	Commercial	Residential	Commercial	Residential	Commercial	Residential	Commercial
sides	sides		sides	sides	sides	sides	sides	sides	sides	sides
0 transactions	7%	69%	28%	91%	2%	73%	3%	69%	2%	57%
1 to 5 transactions	25	27	39	9	25	26	22	27	19	36
6 to 10 transactions	19	2	14	*	23	1	20	2	18	4
11 to 15 transactions	15	1	8	*	18	*	16	1	17	1
16 to 20 transactions	10	1	4	*	12	1	11	1	12	*
21 to 50 transactions	19	*	6	*	17	*	21	*	25	1
51 transactions or more	5	*	1	*	3	*	7	*	7	*
Median (transactions)	10	*	3	*	10	*	12	*	14	*

* Less than 1 percent

BUSINESS ACTIVITY OF REALTORS®

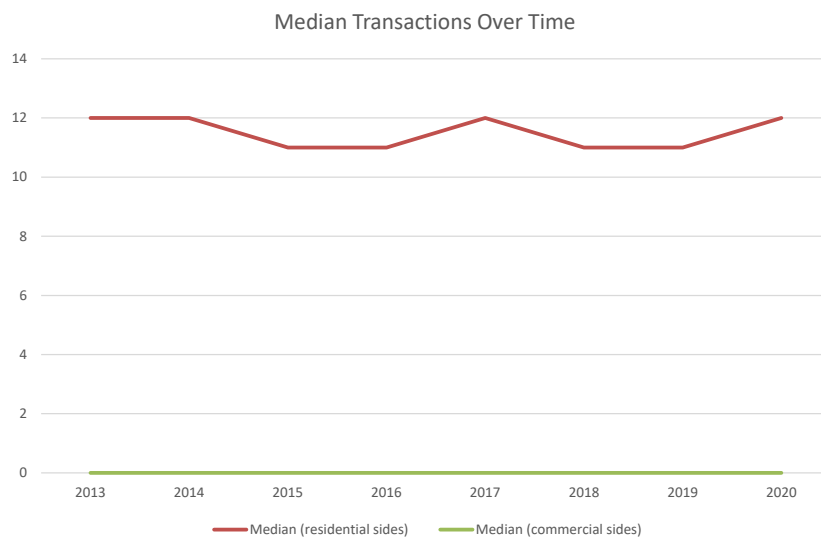
Exhibit 2-8

MEDIAN NUMBER OF TRANSACTION SIDES OR COMMERCIAL DEALS

(Median, Brokerage Specialists only)

U.S.

Year	Median (residential sides)	Median (commercial sides)
2013	12	*
2014	12	*
2015	11	*
2016	11	*
2017	12	*
2018	11	*
2019	11	*
2020	12	*
2021	10	*



BUSINESS ACTIVITY OF REALTORS®

Exhibit 2-9

BROKERAGE: NUMBER OF TRANSACTION SIDES INVOLVING PROPERTIES IN FORECLOSURE, 2020

(Percentage Distribution, Brokerage Specialists only)

Florida

	ALL REALTORS®	RESIDENTIAL SPECIALISTS		
		All	Broker/ Broker Associate	Sales Agent
0 transactions	91%	91%	90%	92%
1 to 5 transactions	8	7	9	7
6 transactions or more	1	2	2	1
Median (transactions)	*	*	*	*

* Less than 1 percent

U.S.

	ALL REALTORS®	RESIDENTIAL SPECIALISTS			Commercial Specialists
		All	Broker/ Broker Associate	Sales Agent	
0 transactions	91%	91%	88%	93%	86%
1 to 5 transactions	8	8	11	6	13
6 transactions or more	1	*	1	*	1
Median (transactions)	*	*	*	*	*

* Less than 1 percent

BUSINESS ACTIVITY OF REALTORS®

Exhibit 2-10

BROKERAGE: NUMBER OF TRANSACTION SIDES INVOLVING SHORT SALES, 2020

(Percentage Distribution, Brokerage Specialists only)

Florida

	ALL REALTORS®	RESIDENTIAL SPECIALISTS		
		All	Broker/ Broker Associate	Sales Agent
0 transactions	95%	95%	91%	97%
1 to 5 transactions	5	5	8	3
6 transactions or more	*	*	1	*
Median (transactions)	*	*	*	*

* Less than 1 percent

U.S.

	ALL REALTORS®	RESIDENTIAL SPECIALISTS				Commercial Specialists
		All	Broker/ Broker Associate	Sales Agent		
0 transactions	95%	95	93	96		96
1 to 5 transactions	5	5	7	4		2
6 transactions or more	*	*	*	*		2
Median (transactions)	*	*	*	*	*	

* Less than 1 percent

BUSINESS ACTIVITY OF REALTORS®

Exhibit 2-11

BROKERAGE: SALES VOLUME, 2020

(Percentage Distribution, Brokerage Specialists only)

Florida

	ALL REALTORS®	RESIDENTIAL SPECIALISTS			Commercial Specialists
		All	Broker/ Associate	Sales Agent	
Less than \$500,000	33%	33%	23%	38%	33%
\$500,000 to under \$1 million	9	9	13	7	*
\$1 to under \$1.5 million	10	10	10	10	*
\$1.5 to under \$2 million	8	8	10	7	*
\$2 to under \$3 million	11	11	12	11	17
\$3 to under \$4 million	6	6	5	7	*
\$4 to under \$5 million	4	4	2	5	17
\$5 to under \$6 million	4	4	8	3	17
\$6 to under \$7 million	3	3	2	3	*
\$7 to under \$8 million	1	1	*	1	*
\$8 to under \$10 million	4	4	5	3	*
\$10 million or more	8	7	11	6	17
Median (millions)	\$1.5	\$1.4	\$1.8	\$1.3	\$3.0

* Less than 1 percent

U.S.

	ALL		RESIDENTIAL SPECIALISTS			Commercial Specialists
	In 2020	In 2019	All	Broker/ Associate	Sales Agent	
Less than \$500,000	27%	24%	26%	22%	29%	33%
\$500,000 to under \$1 million	9	9	9	8	10	8
\$1 to under \$1.5 million	8	8	8	7	8	6
\$1.5 to under \$2 million	8	8	8	8	8	4
\$2 to under \$3 million	10	10	10	10	10	9
\$3 to under \$4 million	7	7	7	7	7	7
\$4 to under \$5 million	5	7	5	5	5	5
\$5 to under \$6 million	5	6	5	6	5	6
\$6 to under \$7 million	4	4	4	4	4	*
\$7 to under \$8 million	2	3	2	3	2	*
\$8 to under \$10 million	4	4	4	5	4	11
\$10 million or more	11	11	11	15	9	10
Median (millions)	\$2.1	\$2.3	\$2.1	\$2.6	\$1.8	\$2.0

* Less than 1 percent

BUSINESS ACTIVITY OF REALTORS®

Exhibit 2-12

BROKERAGE: SALES VOLUME, BY EXPERIENCE, 2020

(Percentage Distribution, Brokerage Specialists only)

Florida

	ALL REALTORS®	REAL ESTATE EXPERIENCE			
		2 years or less	3 to 5 years	6 to 15 years	16 years or more
Less than \$500,000	33%	72%	21%	26%	25%
\$500,000 to under \$1 million	9	7	8	6	11
\$1 to under \$1.5 million	10	3	13	10	11
\$1.5 to under \$2 million	8	3	10	12	7
\$2 to under \$3 million	11	4	15	13	11
\$3 to under \$4 million	6	6	8	6	4
\$4 to under \$5 million	4	1	10	4	3
\$5 to under \$6 million	4	*	3	4	7
\$6 to under \$7 million	3	1	3	4	2
\$7 to under \$8 million	1	*	*	3	*
\$8 to under \$10 million	4	1	3	7	2
\$10 million or more	8	*	5	4	16
Median (millions)	\$1.5	*	\$1.9	\$1.8	\$1.8

* Less than 1 percent

U.S.

	ALL REALTORS®	REAL ESTATE EXPERIENCE			
		2 years or less	3 to 5 years	6 to 15 years	16 years or more
Less than \$500,000	27%	59%	23%	18%	20%
\$500,000 to under \$1 million	9	9	11	8	8
\$1 to under \$1.5 million	8	6	9	9	7
\$1.5 to under \$2 million	8	8	8	8	8
\$2 to under \$3 million	10	5	13	11	10
\$3 to under \$4 million	7	6	8	8	7
\$4 to under \$5 million	5	2	5	6	6
\$5 to under \$6 million	5	1	5	7	6
\$6 to under \$7 million	4	1	4	5	4
\$7 to under \$8 million	2	*	2	3	3
\$8 to under \$10 million	4	1	4	5	5
\$10 million or more	11	2	7	12	17
Median (millions)	\$2.1	\$0.4	\$2.0	\$2.6	\$2.7

* Less than 1 percent

BUSINESS ACTIVITY OF REALTORS®

Exhibit 2-13

THE MOST IMPORTANT FACTOR LIMITING POTENTIAL CLIENTS IN COMPLETING A TRANSACTION

(Percentage Distribution, Brokerage Specialists only)

Florida

	ALL REALTORS®	RESIDENTIAL SPECIALISTS			Commercial Specialists
		All	Broker/ Associate	Sales Agent	
No factors are limiting potential clients	6%	6%	6%	6%	*
Lack of inventory	56	55	57	54	83
Difficulty in finding the right property	9	10	8	10	*
Housing affordability	6	7	7	6	*
Sellers feel uncomfortable due to COVID-19	3	3	5	3	*
Difficulty in obtaining mortgage finance	5	5	6	5	17
Expectation that prices might fall further	3	3	4	3	*
Concern about losing job	1	1	*	1	*
Ability to sell existing home	*	*	*	*	*
Expectation that mortgage rates might come down	*	*	*	*	*
Low consumer confidence	*	*	*	*	*
Ability to save for downpayment	2	2	*	3	*
Buyers feel uncomfortable due to COVID-19	3	3	1	4	*
Other	4	4	6	3	*

* Less than 1 percent

U.S.

	ALL REALTORS®	RESIDENTIAL SPECIALISTS			Commercial Specialists
		All	Broker/ Associate	Sales Agent	
No factors are limiting potential clients	6%	6%	7%	6%	15%
Lack of inventory	60	60	60	60	37
Difficulty in finding the right property	11	11	13	10	11
Housing Affordability	8	8	9	8	9
Difficulty in obtaining mortgage finance	4	4	3	4	6
Buyers feel uncomfortable due to COVID-19	2	2	1	2	7
Sellers feel uncomfortable due to COVID-19	2	2	2	2	1
Expectation that prices might fall further	2	2	1	2	1
Ability to save for downpayment	1	1	1	2	*
Concern about losing job	1	1	*	1	1
Ability to sell existing home	*	*	*	*	3
Low consumer confidence	*	*	1	*	1
Expectation that mortgage rates might com	*	*	*	*	1
Other	3	3	3	3	6

* Less than 1 percent

BUSINESS ACTIVITY OF REALTORS®

Exhibit 2-14

BROKERAGE: WEB SITES WHERE REALTORS® PLACE THEIR LISTINGS

(Percent of Respondents, Brokerage Specialists only)

Florida

	ALL REALTORS®	RESIDENTIAL SPECIALISTS			Commercial Specialists
		Broker/ All	Broker Associate	Sales Agent	
REALTOR.com®	84%	84%	88%	83%	33%
Firm's Web site	70	70	62	74	50
Local MLS Web site	67	68	65	69	50
Personal Web site	48	49	44	51	33
Local REALTOR® association Web site	35	35	47	30	*
Local newspaper Web site	8	8	9	7	*
Franchiser's Web site	16	16	17	15	*
Local real estate magazine Web site	8	8	10	8	*
Other Broker's Web site	14	15	22	12	*
Commercial listing service**	6	6	8	5	33
None	5	4	3	5	33

* Less than 1 percent

** Commercial listing service, e.g., CoStar, LoopNet, CCIMNet, or other commercial information exchange (CIE)

U.S.

	ALL		RESIDENTIAL SPECIALISTS			Commercial Specialists
	2021 Survey	2020 Survey	Broker/ All	Broker Associate	Sales Agent	
REALTOR.com®	81%	84%	81%	85%	79%	41%
Third party aggregator	78	82	78	80	77	33
Firm's Web site	76	79	76	78	75	59
Local MLS Web site	67	70	67	66	68	48
Social networking site	53	60	54	52	56	24
Personal Web site	51	53	51	49	53	24
Local REALTOR® association Web site	31	31	32	35	30	14
Other websites (Google, Craigslist, Yahoo)	22	27	23	22	23	11
Franchiser's Web site	20	25	21	21	20	7
Other Broker's Web site	20	22	21	24	18	7
Video hosting Web sites	14	16	12	14	14	5
Local real estate magazine Web site	7	10	7	8	6	5
Local newspaper Web site	8	9	8	9	7	2
Commercial listing service**	7	8	6	8	4	57
None	4	3	4	2	4	8

** Commercial listing service, e.g., CoStar, LoopNet, CCIMNet, or other commercial information exchange (CIE)

BUSINESS ACTIVITY OF REALTORS®

Exhibit 2-15

PROPERTY MANAGEMENT: TYPES OF PROPERTIES MANAGED

(Percent of Respondents, Property Management Specialists only)

Florida

Single-family residential	88%
Multi-family residential	63
Office	8
Retail	8
Industrial	4
Land	4
Other	17

** Less than 1 percent*

U.S.

ALL REALTORS®

Single-family residential	88%
Multi-family residential	61
Office	18
Retail	11
Industrial	5
Land	4
Other	4

** Less than 1 percent*

BUSINESS ACTIVITY OF REALTORS®

Exhibit 2-16

PROPERTY MANAGEMENT: NUMBER OF PROPERTIES MANAGED

(Percentage Distribution, Property Management Specialists only)

Florida

ALL REALTORS®

1 to 5 properties	10%
6 to 10 properties	14
11 to 20 properties	24
21 to 40 properties	10
41 to 60 properties	*
61 to 80 properties	10
81 to 100 properties	*
101 to 500 properties	33
501 properties or more	*
Median (properties)	35

* Less than 1 percent

U.S.

ALL

	In 2020 In 2019		Residential Specialists	Commercial Specialists
1 to 5 properties	16%	17%	15%	15%
6 to 10 properties	8	10	8	8
11 to 20 properties	16	10	14	14
21 to 40 properties	13	16	14	14
41 to 60 properties	8	7	8	8
61 to 80 properties	6	7	6	6
81 to 100 properties	10	5	10	10
101 to 500 properties	22	24	23	23
501 properties or more	1	5	1	1
Median (properties)	39	35	40	15

* Less than 1 percent

BUSINESS ACTIVITY OF REALTORS®

Exhibit 2-17

PROPERTY MANAGEMENT: MANAGEMENT FUNCTIONS PERFORMED

(Percent of Respondents, Property Management Specialists only)

Florida

Select tenants	78%
Take tenant applications	83
Collect rent	83
Marketing	78
Initiate evictions	65
Perform small repairs	57
Perform large repairs or upgrades	52
Make mortgage payments	22
Make tax payments	30
Initiate legal actions (other than evictions)	43
Other	22

U.S.

	ALL REALTORS®
Collect rent	83%
Select tenants	84
Take tenant applications	84
Marketing	74
Initiate evictions	69
Perform small repairs	64
Perform large repairs or upgrades	52
Initiate legal actions (other than evictions)	30
Make tax payments	29
Make mortgage payments	23
Other	19

BUSINESS ACTIVITY OF REALTORS®

Exhibit 2-18

HOURS WORKED PER WEEK

(Percentage Distribution)

Florida

	ALL REALTORS®	LICENSED AS:		MAIN FUNCTION IN FIRM						
		Broker/ Associate	Sales Agent	Broker- Owner (without selling)	Broker- Owner (with selling)	Associate Broker	Manager (without selling)	Manager (with selling)	Sales Agent	Appraiser
Less than 20 hours	18%	15%	20%	*	11%	27%	*	*	20%	*
20 to 39 hours	40	36	41	75	28	32	17	29	42	25
40 to 59 hours	31	36	29	25	43	24	67	57	29	50
60 hours or more	11	14	10	*	19	17	17	14	10	25
Median (hours)	30	38	30	23	40	30	48	48	30	50

* Less than 1 percent

U.S.

	ALL REALTORS®	LICENSED AS:		MAIN FUNCTION IN FIRM						
		Broker/ Associate	Sales Agent	Broker- Owner (without selling)	Broker- Owner (with selling)	Associate Broker	Manager (without selling)	Manager (with selling)	Sales Agent	Appraiser
Less than 20 hours	17%	13%	19%	20%	11%	13%	4%	3%	18%	*
20 to 39 hours	36	31	39	27	26	37	12	16	39	23
40 to 59 hours	37	43	34	31	46	40	67	66	33	44
60 hours or more	11	13	9	22	17	11	17	14	9	33
Median (hours)	35	40	30	40	40	40	45	45	30	48

* Less than 1 percent

BUSINESS ACTIVITY OF REALTORS®

Exhibit 2-19

REPEAT BUSINESS FROM PAST CONSUMERS AND CLIENTS, BY SPECIALTY, 2020

(Percentage Distribution)

Florida

	ALL REALTORS®	PRIMARY REAL ESTATE SPECIALTY					
		APPRAISAL		BROKERAGE		PROPERTY MANAGEMENT	
		Residential	Commercial	Residential	Commercial	Residential	Commercial
None	28%	*	*	24%	23%	10%	50%
Less than 10%	19	20	*	18	15	29	*
Up to 25%	17	10	*	19	23	13	*
Up to 50%	15	10	*	16	31	19	*
More than 50%	18	60	*	20	8	26	50
Median	13%	59%	*	16%	18%	23%	*

* Less than 1 percent

U.S.

	ALL REALTORS®	PRIMARY REAL ESTATE SPECIALTY					
		APPRAISAL		BROKERAGE		PROPERTY MANAGEMENT	
		Residential	Commercial	Residential	Commercial	Residential	Commercial
None	28%	14%	20%	17%	18%	16%	7%
Less than 10%	16	29	*	13	14	18	27
Up to 25%	19	18	44	26	24	24	24
Up to 50%	14	15	*	18	19	12	15
More than 50%	21	13	36	22	25	22	17
Median	15%	16%	20%	22%	21%	20%	20%

* Less than 1 percent

BUSINESS ACTIVITY OF REALTORS

Exhibit 2-20

REPEAT BUSINESS FROM PAST CONSUMERS AND CLIENTS, BY EXPERIENCE, 2020

(Percentage Distribution)

Florida

	ALL REALTORS®	REAL ESTATE EXPERIENCE			
		2 years or less	3 to 5 years	6 to 15 years	16 years or more
None	28%	59%	30%	13%	10%
Less than 10%	19	18	28	20	13
Up to 25%	17	8	22	20	19
Up to 50%	15	3	11	25	21
More than 50%	18	3	7	20	36
Median	13%	*	7%	23%	36%

U.S.

	ALL REALTORS®	REAL ESTATE EXPERIENCE			
		2 years or less	3 to 5 years	6 to 15 years	16 years or more
None	28%	66%	31%	12%	9%
Less than 10%	16	14	27	17	11
Up to 25%	19	6	22	29	21
Up to 50%	14	3	11	17	20
More than 50%	21	3	8	23	38
Median	15%	*	7%	21%	37%

BUSINESS ACTIVITY OF REALTORS®

Exhibit 2-21

BUSINESS THROUGH REFERRALS FROM PAST CONSUMERS AND CLIENTS, BY SPECIALTY, 2020

(Percentage Distribution)

Florida

		PRIMARY REAL ESTATE SPECIALTY					
		APPRAISAL		BROKERAGE		PROPERTY MANAGEMENT	
ALL REALTORS®		Residential	Commercial	Residential	Commercial	Residential	Commercial
None	21%	10%	*	17%	15%	19%	*
Less than 10%	17	30	*	16	23	16	50
Up to 25%	23	10	*	25	23	19	50
Up to 50%	15	40	*	18	8	16	*
More than 50%	19	10	*	20	31	23	*
Median	18%	25%	*	20%	18%	22%	10%

* Less than 1 percent

U.S.

		PRIMARY REAL ESTATE SPECIALTY					
		APPRAISAL		BROKERAGE		PROPERTY MANAGEMENT	
ALL REALTORS®		Residential	Commercial	Residential	Commercial	Residential	Commercial
None	21%	14%	20%	17%	18%	16%	7%
Less than 10%	15	29	*	13	14	18	27
Up to 25%	24	18	44	26	24	24	24
Up to 50%	16	15	*	18	19	12	15
More than 50%	21	13	36	22	25	22	17
Median	19%	16%	20%	22%	21%	20%	20%

BUSINESS ACTIVITY OF REALTORS

Exhibit 2-22

BUSINESS THROUGH REFERRALS FROM PAST CONSUMERS AND CLIENTS, BY EXPERIENCE, 2020

(Percentage Distribution)

Florida

	ALL REALTORS®	REAL ESTATE EXPERIENCE			
		2 years or less	3 to 5 years	6 to 15 years	16 years or more
None	21%	45%	16%	15%	8%
Less than 10%	17	18	25	14	14
Up to 25%	23	14	25	25	29
Up to 50%	15	5	11	23	20
More than 50%	19	10	20	20	25
Median	18%	4%	15%	23%	24%

U.S.

	ALL REALTORS®	REAL ESTATE EXPERIENCE			
		2 years or less	3 to 5 years	6 to 15 years	16 years or more
None	21%	50%	18%	10%	7%
Less than 10%	15	14	20	15	13
Up to 25%	24	11	27	28	29
Up to 50%	16	7	14	20	20
More than 50%	21	9	18	25	28
Median	19%	*	17%	23%	27%

INCOME AND EXPENSES OF REALTORS®

Exhibit 3-1	COMPENSATION STRUCTURES FOR REALTORS®
Exhibit 3-2	COMPENSATION STRUCTURES FOR REALTORS®, BY EXPERIENCE
Exhibit 3-3	COMPENSATION STRUCTURES FOR REALTORS®, BY GROSS PERSONAL INCOME
Exhibit 3-4	TOTAL REAL ESTATE BUSINESS EXPENSES, 2020
Exhibit 3-5	TOTAL REAL ESTATE EXPENSES, BY GROSS PERSONAL INCOME, 2020
Exhibit 3-6	ADMINISTRATIVE EXPENSES, 2020
Exhibit 3-7	AFFINITY/REFERRAL RELATIONSHIP EXPENSES, 2020
Exhibit 3-8	MARKETING OF SERVICES EXPENSES, 2020
Exhibit 3-9	OFFICE LEASE/BUILDING EXPENSES, 2020
Exhibit 3-10	PROFESSIONAL DEVELOPMENT EXPENSES, 2020
Exhibit 3-11	TECHNOLOGY PRODUCTS AND SERVICES EXPENSES, 2020
Exhibit 3-12	BUSINESS USE OF VEHICLE EXPENSE, 2020
Exhibit 3-13	ANNUAL INCOME OF REALTORS®, 2020
Exhibit 3-14	ANNUAL INCOME OF REALTORS®, BY MAIN FUNCTION, 2020
Exhibit 3-15	ANNUAL INCOME OF REALTORS®, BY EXPERIENCE, 2020
Exhibit 3-16	ANNUAL INCOME OF REALTORS®, BY HOURS WORKED, 2020
Exhibit 3-17	RECEIVED SIGN-ON BONUS
Exhibit 3-18	EXPENDITURES TO MAINTAIN REALTOR® WEB SITE, 2020
Exhibit 3-19	EXPENDITURES ON REALTOR® SOCIAL MEDIA ADVERTISING, 2020

INCOME AND EXPENSES OF REALTORS®

Exhibit 3-1

COMPENSATION STRUCTURES FOR REALTORS®

(Percentage Distribution)

Florida

	ALL REALTORS®	LICENSED AS	
		Broker/ Broker Associate	Sales Agent
Fixed commission split (under 100%)	39%	33%	41%
Graduated commission split (increases with production)	22	15	24
Capped commission split (rises to 100% after a predetermined threshold)	10	5	11
100% Commission	17	23	15
Commission plus share of profits	1	3	1
Salary only	1	4	1
Salary plus share of profits/production bonus	1	2	*
Share of profits only	1	1	1
Other	9	14	7

* Less than 1 percent

U.S.

	ALL REALTORS®	LICENSED AS	
		Broker/ Broker Associate	Sales Agent
Fixed commission split (under 100%)	37%	33%	39%
Graduated commission split (increases with production)	23	21	24
Capped commission split (rises to 100% after a predetermined threshold)	15	12	17
100% commission	14	18	11
Salary plus share of profits/production bonus	1	1	1
Commission plus share of profits	1	2	1
Share of profits only	1	1	1
Salary only	2	3	1
Other	7	9	5

* Less than 1 percent

N/A- Not Applicable

INCOME AND EXPENSES OF REALTORS®

Exhibit 3-2

COMPENSATION STRUCTURES FOR REALTORS®, BY EXPERIENCE

(Percentage Distribution)

Florida

	ALL REALTORS®	REAL ESTATE EXPERIENCE			
		2 years or less	3 to 5 years	6 to 15 years	16 years or more
Fixed commission split (under 100%)	39%	35%	37%	44%	42%
Graduated commission split (increases with production)	22	30	23	19	15
Capped commission split (rises to 100% after a predetermined threshold)	10	17	10	6	6
100% Commission	17	10	18	19	20
Commission plus share of profits	1	*	3	1	2
Salary only	1	*	*	3	2
Salary plus share of profits/production bonus	1	1	1	1	1
Share of profits only	1	1	1	*	1
Other	9	6	8	8	11

* Less than 1 percent

U.S.

	ALL REALTORS®	REAL ESTATE EXPERIENCE			
		2 years or less	3 to 5 years	6 to 15 years	16 years or more
Fixed commission split (under 100%)	37%	32%	34%	38%	39%
Graduated commission split (increases with production)	23	29	25	21	20
Capped commission split (rises to 100% after a predetermined threshold)	15	21	18	15	10
100% commission	14	8	12	15	17
Salary plus share of profits/production bonus	1	1	1	1	1
Commission plus share of profits	1	1	1	1	2
Share of profits only	1	1	1	1	1
Salary only	2	1	1	2	3
Other	7	7	6	5	8

* Less than 1 percent

INCOME AND EXPENSES OF REALTORS®

Exhibit 3-3

COMPENSATION STRUCTURES FOR REALTORS®, BY GROSS PERSONAL INCOME

(Percentage Distribution)

Florida

	ALL REALTORS®	GROSS PERSONAL INCOME							
		Less than \$10,000	\$10,000 to \$24,999	\$25,000 to \$34,999	\$35,000 to \$49,999	\$50,000 to \$74,999	\$75,000 to \$99,999	\$100,000 to \$149,999	\$150,000 or more
Fixed commission split (under 100%)	39%	36%	44%	44%	45%	46%	34%	38%	35%
Graduated commission split (increases with production)	22	25	28	12	24	22	13	19	17
Capped commission split (rises to 100% after a predetermined threshold)	10	12	4	14	5	6	13	11	13
100% Commission	17	13	14	22	18	18	22	22	16
Commission plus share of profits	1	1	1	2	2	1	*	3	1
Salary only	1	*	1	*	*	1	1	3	6
Salary plus share of profits/production bonus	1	1	1	*	*	*	3	*	1
Share of profits only	1	1	3	*	*	1	*	*	*
Other	9	12	4	6	6	5	13	5	10

* Less than 1 percent

U.S.

	ALL REALTORS®	GROSS PERSONAL INCOME							
		Less than \$10,000	\$10,000 to \$24,999	\$25,000 to \$34,999	\$35,000 to \$49,999	\$50,000 to \$74,999	\$75,000 to \$99,999	\$100,000 to \$149,999	\$150,000 or more
Fixed commission split (under 100%)	37%	20%	15%	10%	29%	15%	13%	32%	35%
Graduated commission split (increases with production)	23	26	26	27	27	23	21	20	17
Capped commission split (rises to 100% after a predetermined threshold)	15	15	13	12	14	12	16	19	20
100% commission	14	12	12	13	12	13	14	17	15
Salary plus share of profits/production bonus	1	1	1	1		1	1	1	1
Commission plus share of profits	1	1	1	1	2	1	1	2	2
Share of profits only	1	*	1	1	2	1	1	1	1
Salary only	2	1	1	1	2	3	3	3	3
Other	7	9	4	4	4	7	7	5	7

* Less than 1 percent

INCOME AND EXPENSES OF REALTORS®

Exhibit 3-4

TOTAL REAL ESTATE BUSINESS EXPENSES, 2020

(Percentage Distribution)

Florida

	ALL REALTORS®	LICENSED AS		MAIN FUNCTION IN FIRM					
		Broker/ Associate	Sales Agent	Broker- Owner (without selling)	Broker- Owner (with selling)	Associate Broker	Manager (without selling)	Manager (with selling)	Sales Agent
None	5%	1%	6%	*	*	*	25%	*	6%
Less than \$500	6	3	7	*	2	3	*	10	7
\$500 to \$999	8	3	9	*	2	9	25	*	9
\$1,000 to \$2,499	19	12	21	*	7	24	25	10	20
\$2,500 to \$4,999	19	18	19	*	20	27	*	10	18
\$5,000 to \$9,999	14	15	14	*	13	9	*	30	14
\$10,000 to \$19,999	12	18	10	25	20	21	25	20	10
\$20,000 to \$29,999	6	11	4	25	13	3	*	*	5
\$30,000 to \$49,999	5	6	4	25	7	*	*	*	5
\$50,000 to \$99,999	3	6	2	25	5	*	*	*	2
\$100,000 or more	1	3	*	*	4	*	*	10	1
Median	\$4,080	\$9,330	\$3,420	\$30,000	\$13,000	\$3,800	*	\$5,000	\$3,610

* Less than 1 percent

U.S.

	ALL		LICENSED AS		MAIN FUNCTION IN FIRM					
	In 2021	2020	Broker/ Associate	Sales Agent	Broker- Owner (without selling)	Broker- Owner (with selling)	Associate Broker	Manager (without selling)	Manager (with selling)	Sales Agent
None	4%	3%	2%	5%	5%	1%	2%	10%	1%	4%
Less than \$500	4	4	3	5	*	2	3	7	6	5
\$500 to \$999	5	4	3	7	3	2	3	*	2	6
\$1,000 to \$2,499	17	16	13	19	21	9	16	21	13	19
\$2,500 to \$4,999	19	19	18	20	14	18	20	23	12	20
\$5,000 to \$9,999	15	16	16	15	4	15	16	13	17	16
\$10,000 to \$19,999	12	13	15	10	14	15	16	4	14	11
\$20,000 to \$29,999	7	8	9	5	8	10	9	5	7	6
\$30,000 to \$49,999	6	7	7	5	8	11	5	2	10	5
\$50,000 to \$99,999	4	4	6	3	10	8	5	5	8	3
\$100,000 or more	2	3	4	1	7	5	2	*	5	2
Median	\$5,330	\$6,290	\$8,440	\$4,250	\$12,140	\$12,000	\$6,880	\$3,804	\$9,706	\$4,500

* Less than 1 percent

INCOME AND EXPENSES OF REALTORS®

Exhibit 3-5

TOTAL REAL ESTATE EXPENSES, BY GROSS PERSONAL INCOME, 2020

(Percentage Distribution)

Florida

GROSS PERSONAL INCOME

	ALL REALTORS®	Less than \$10,000	\$10,000 to \$24,999	\$25,000 to \$34,999	\$35,000 to \$49,999	\$50,000 to \$74,999	\$75,000 to \$99,999	\$100,000 to \$149,999	\$150,000 or more
None	5%	14%	*	2%	2%	2%	*	3%	1%
Less than \$500	6	13	6	6	*	1	*	3	*
\$500 to \$999	8	17	8	6	3	2	4	*	*
\$1,000 to \$2,499	19	29	30	24	18	10	6	5	7
\$2,500 to \$4,999	19	15	25	16	24	28	21	11	6
\$5,000 to \$9,999	14	8	14	18	23	18	19	21	7
\$10,000 to \$19,999	12	1	10	16	17	25	22	16	13
\$20,000 to \$29,999	6	*	*	10	*	4	12	21	18
\$30,000 to \$49,999	5	*	*	*	*	4	10	11	18
\$50,000 to \$99,999	3	*	*	*	*	1	3	5	18
\$100,000 or more	1	*	*	*	*	*	*	*	9
Median	\$4,080	\$1,310	\$3,100	\$4,375	\$4,792	\$6,944	\$10,000	\$12,500	\$28,889

* Less than 1 percent

U.S.

GROSS PERSONAL INCOME

	ALL REALTORS®	Less than \$10,000	\$10,000 to \$24,999	\$25,000 to \$34,999	\$35,000 to \$49,999	\$50,000 to \$74,999	\$75,000 to \$99,999	\$100,000 to \$149,999	\$150,000 or more
None	4%	13%	1%	1%	2%	1%	*	1%	1%
Less than \$500	4	11	5	4	3	2	1	1	1
\$500 to \$999	5	12	8	5	4	3	2	1	1
\$1,000 to \$2,499	17	30	28	26	16	12	7	6	3
\$2,500 to \$4,999	19	21	29	23	25	23	18	12	5
\$5,000 to \$9,999	15	9	17	21	22	21	20	17	10
\$10,000 to \$19,999	12	2	8	12	14	19	21	19	16
\$20,000 to \$29,999	7	*	1	5	4	8	12	17	14
\$30,000 to \$49,999	6	*	*	1	3	4	10	12	20
\$50,000 to \$99,999	4	*	*	*	1	3	5	6	16
\$100,000 or more	2	*	*	*	*	*	*	3	12
Median	\$5,330	\$1,700	\$3,190	\$4,022	\$5,000	\$7,140	\$10,950	\$16,320	\$29,290

* Less than 1 percent

INCOME AND EXPENSES OF REALTORS®

Exhibit 3-6

ADMINISTRATIVE EXPENSES, 2020

(Percentage Distribution)

Florida

	ALL REALTORS®	LICENSED AS		MAIN FUNCTION IN FIRM					
		Broker/ Broker Associate	Sales Agent	Broker- Owner (without selling)	Broker- Owner (with selling)	Associate Broker	Manager (without selling)	Manager (with selling)	Sales Agent
None	18%	14%	19%	*	14%	17%	75%	33%	17%
Less than \$500	27	21	29	*	16	30	*	*	29
\$500 to \$999	18	18	18	*	12	17	25	17	20
\$1,000 to \$1,499	13	15	12	50	14	13	*	17	13
\$1,500 to \$2,499	11	15	10	50	12	20	*	17	9
\$2,500 to \$4,999	7	8	6	*	14	*	*	17	6
\$5,000 to \$9,999	3	4	2	*	8	*	*	*	2
\$10,000 to \$14,999	1	*	1	*	*	*	*	*	1
\$15,000 or more	3	7	2	*	8	3	*	*	2
Median	\$640	\$920	\$556	\$1,500	\$890	\$590	*	\$1,000	\$600

* Less than 1 percent

U.S.

	ALL REALTORS®	LICENSED AS		MAIN FUNCTION IN FIRM					
		Broker/ Broker Associate	Sales Agent	Broker- Owner (without selling)	Broker- Owner (with selling)	Associate Broker	Manager (without selling)	Manager (with selling)	Sales Agent
None	19%	18%	19%	33%	17%	15%	40%	27%	18%
Less than \$500	24	19	26	6	18	23	18	21	25
\$500 to \$999	18	17	18	9	15	18	27	11	18
\$1,000 to \$1,499	13	14	12	16	12	13	7	10	13
\$1,500 to \$2,499	11	11	11	14	12	12	8	9	11
\$2,500 to \$4,999	8	9	7	9	9	9	*	12	7
\$5,000 to \$9,999	4	4	4	9	6	3	*	3	4
\$10,000 to \$14,999	2	2	1	*	3	2	*	2	1
\$15,000 or more	3	5	2	3	7	5	*	4	2
Median	\$720	\$880	\$640	\$1,060	\$1,000	\$830	\$280	\$590	\$690

* Less than 1 percent

INCOME AND EXPENSES OF REALTORS®

Exhibit 3-7

AFFINITY/REFERRAL RELATIONSHIP EXPENSES, 2020

(Percentage Distribution)

Florida

	ALL REALTORS®	LICENSED AS		MAIN FUNCTION IN FIRM					
		Broker/ Associate	Sales Agent	Broker-Owner (without selling)	Broker-Owner (with selling)	Associate Broker	Manager (without selling)	Manager (with selling)	Sales Agent
None	65%	59%	66%	*	60%	64%	75%	50%	66%
Less than \$500	10	9	11	*	10	8	25	13	10
\$500 to \$999	5	5	5	*	6	*	*	*	6
\$1,000 to \$1,499	4	3	4	*	2	8	*	13	3
\$1,500 to \$2,499	5	6	5	50	4	8	*	*	5
\$2,500 to \$4,999	4	6	3	*	6	8	*	25	3
\$5,000 to \$9,999	5	7	4	50	8	4	*	*	4
\$10,000 to \$14,999	2	4	2	*	4	*	*	*	2
\$15,000 or more	1	2	1	*	*	*	*	*	1
Median	*	*	*	\$2,500	*	*	*	*	*

* Less than 1 percent

U.S.

	ALL REALTORS®	LICENSED AS		MAIN FUNCTION IN FIRM					
		Broker/ Associate	Sales Agent	Broker-Owner (without selling)	Broker-Owner (with selling)	Associate Broker	Manager (without selling)	Manager (with selling)	Sales Agent
None	63%	58%	65%	64%	57%	58%	78%	47%	64%
Less than \$500	11	10	11	19	10	10	8	14	11
\$500 to \$999	5	5	5	*	6	5	8	4	5
\$1,000 to \$1,499	4	5	4	*	6	6	*	7	4
\$1,500 to \$2,499	5	5	4	4	6	7	2	4	4
\$2,500 to \$4,999	5	6	4	5	6	5	*	9	5
\$5,000 to \$9,999	4	5	3	4	5	5	*	8	4
\$10,000 to \$14,999	2	2	2	4	2	2	3	2	2
\$15,000 or more	2	3	1	*	3	3	*	3	2
Median	*	*	*	*	*	*	*	*	*

* Less than 1 percent

INCOME AND EXPENSES OF REALTORS®

Exhibit 3-8

MARKETING OF SERVICES EXPENSES, 2020

(Percentage Distribution)

Florida

	ALL REALTORS®	LICENSED AS		MAIN FUNCTION IN FIRM					
		Broker/ Associate	Sales Agent	Broker-Owner (without selling)	Broker- Owner (with selling)	Associate Broker	Manager (without selling)	Manager (with selling)	Sales Agent
None	19%	16%	19%	*	17%	17%	50%	*	19%
Less than \$500	33	22	36	*	25	30	25	50	35
\$500 to \$999	16	19	15	*	15	30	*	13	16
\$1,000 to \$1,499	11	13	10	*	13	13	25	25	11
\$1,500 to \$2,499	10	15	8	50	17	3	*	*	9
\$2,500 to \$4,999	6	7	6	50	10	3	*	*	6
\$5,000 to \$9,999	3	4	3	*	2	*	*	*	3
\$10,000 to \$14,999	1	1	1	*	*	3	*	13	*
\$15,000 or more	1	2	1	*	2	*	*	*	1
Median	\$470	\$820	\$430	\$2,500	\$770	\$550	*	\$500	\$440

* Less than 1 percent

U.S.

	ALL REALTORS®	LICENSED AS		MAIN FUNCTION IN FIRM					
		Broker/ Associate	Sales Agent	Broker-Owner (without selling)	Broker- Owner (with selling)	Associate Broker	Manager (without selling)	Manager (with selling)	Sales Agent
None	17%	15%	18%	38%	18%	11%	39%	12%	16%
Less than \$500	30	25	32	18	22	26	30	23	31
\$500 to \$999	16	16	17	10	14	19	10	11	17
\$1,000 to \$1,499	11	13	11	6	11	13	15	16	11
\$1,500 to \$2,499	10	11	9	16	13	9	6	14	9
\$2,500 to \$4,999	8	10	7	12	10	11	*	8	8
\$5,000 to \$9,999	4	5	4	*	6	5	1	7	4
\$10,000 to \$14,999	2	2	1	*	3	3	*	7	1
\$15,000 or more	2	3	1	*	3	3	*	1	2
Median	\$600	\$810	\$500	\$330	\$860	\$840	\$180	\$1,130	\$590

* Less than 1 percent

INCOME AND EXPENSES OF REALTORS®

Exhibit 3-9

OFFICE LEASE/BUILDING EXPENSES, 2020

(Percentage Distribution)

Florida

	ALL REALTORS®	LICENSED AS		MAIN FUNCTION IN FIRM					
		Broker/ Associate	Sales Agent	Broker-Owner (without selling)	Broker- Owner (with selling)	Associate Broker	Manager (without selling)	Manager (with selling)	Sales Agent
None	77%	67%	80%	50%	50%	83%	75%	88%	80%
Less than \$500	8	5	9	*	6	3	*	*	9
\$500 to \$999	4	4	5	*	4	10	*	*	5
\$1,000 to \$1,499	3	2	3	*	6	*	25	*	2
\$1,500 to \$2,499	2	2	2	*	2	*	*	*	2
\$2,500 to \$4,999	3	8	1	*	10	3	*	*	2
\$5,000 to \$9,999	3	8	1	50	17	*	*	13	1
\$10,000 to \$14,999	*	2	*	*	*	*	*	*	*
\$15,000 or more	1	2	*	*	6	*	*	*	*
Median	*	*	*	*	*	*	*	*	*

* Less than 1 percent

U.S.

	ALL REALTORS®	LICENSED AS		MAIN FUNCTION IN FIRM					
		Broker/ Associate	Sales Agent	Broker-Owner (without selling)	Broker- Owner (with selling)	Associate Broker	Manager (without selling)	Manager (with selling)	Sales Agent
None	75%	70%	78%	64%	54%	77%	83%	78%	78%
Less than \$500	7	6	8	9	6	6	4	2	8
\$500 to \$999	4	4	4	18	5	3	6	4	4
\$1,000 to \$1,499	4	4	3	*	6	3	4	2	3
\$1,500 to \$2,499	3	3	2	*	5	3	3	2	2
\$2,500 to \$4,999	2	3	2	*	4	3	*	1	2
\$5,000 to \$9,999	2	4	2	6	8	2	*	5	1
\$10,000 to \$14,999	1	2	1	*	4	2	*	3	1
\$15,000 or more	1	3	1	3	7	1	*	4	1
Median	*	*	*	*	*	*	*	*	*

* Less than 1 percent

INCOME AND EXPENSES OF REALTORS®

Exhibit 3-10

PROFESSIONAL DEVELOPMENT EXPENSES, 2020

(Percentage Distribution)

Florida

	ALL REALTORS®	LICENSED AS		MAIN FUNCTION IN FIRM					
		Broker/ Associate	Sales Agent	Broker-Owner (without selling)	Broker-Owner (with selling)	Associate Broker	Manager (without selling)	Manager (with selling)	Sales Agent
None	13%	9%	14%	*	6%	3%	25%	*	13%
Less than \$500	27	26	27	*	28	33	*	25	27
\$500 to \$999	26	21	27	33	16	23	25	38	27
\$1,000 to \$1,499	17	21	16	*	24	20	25	25	16
\$1,500 to \$2,499	10	10	11	33	12	10	25	*	10
\$2,500 to \$4,999	6	10	5	33	10	7	*	13	5
\$5,000 to \$9,999	1	3	1	*	4	3	*	*	1
\$10,000 to \$14,999	*	1	*	*	*	*	*	*	*
\$15,000 or more	*	*	*	*	*	*	*	*	*
Median	\$690	\$860	\$670	\$2,020	\$1,000	\$800	\$1,000	\$830	\$690

* Less than 1 percent

U.S.

	ALL REALTORS®	LICENSED AS		MAIN FUNCTION IN FIRM					
		Broker/ Associate	Sales Agent	Broker-Owner (without selling)	Broker-Owner (with selling)	Associate Broker	Manager (without selling)	Manager (with selling)	Sales Agent
None	12%	27%	40%	23%	13%	7%	31%	12%	11%
Less than \$500	28	25	27	27	23	32	21	24	29
\$500 to \$999	23	18	16	10	22	23	19	25	23
\$1,000 to \$1,499	17	12	8	10	17	16	20	19	17
\$1,500 to \$2,499	12	8	5	13	15	13	5	8	11
\$2,500 to \$4,999	6	6	3	14	6	5	4	6	6
\$5,000 to \$9,999	2	3	1	*	3	3	*	5	1
\$10,000 to \$14,999	*	1	*	*	1	1	*	1	*
\$15,000 or more	1	1	*	4	*	1	*	1	*
Median	\$710	\$460	\$190	\$500	\$820	\$740	\$450	\$780	\$720

* Less than 1 percent

INCOME AND EXPENSES OF REALTORS®

Exhibit 3-11

TECHNOLOGY PRODUCTS AND SERVICES EXPENSES, 2020

(Percentage Distribution)

Florida

	ALL REALTORS®	LICENSED AS		MAIN FUNCTION IN FIRM					
		Broker/ Associate	Sales Agent	Broker-Owner (without selling)	Broker-Owner (with selling)	Associate Broker	Manager (without selling)	Manager (with selling)	Sales Agent
None	20%	12%	23%	*	12%	13%	25%	29%	16%
Less than \$500	29	22	31	*	14	26	*	*	19
\$500 to \$999	22	27	21	*	27	35	25	*	16
\$1,000 to \$1,499	14	16	14	50	20	16	25	57	13
\$1,500 to \$2,499	8	13	7	50	14	6	*	*	10
\$2,500 to \$4,999	4	7	3	*	10	3	25	*	13
\$5,000 to \$9,999	1	1	1	*	2	*	*	14	8
\$10,000 to \$14,999	1	1	1	*	2	*	*	*	3
\$15,000 or more	*	1	*	*	*	*	*	*	2
Median	\$850	\$800	\$440	\$1,500	\$940	\$660	\$1,000	\$1,180	\$970

* Less than 1 percent

U.S.

	ALL REALTORS®	LICENSED AS		MAIN FUNCTION IN FIRM					
		Broker/ Associate	Sales Agent	Broker-Owner (without selling)	Broker-Owner (with selling)	Associate Broker	Manager (without selling)	Manager (with selling)	Sales Agent
None	18%	16%	20%	36%	17%	14%	38%	21%	18%
Less than \$500	29	25	31	21	20	29	17	25	31
\$500 to \$999	22	23	21	11	20	24	19	20	22
\$1,000 to \$1,499	14	14	14	16	13	15	17	9	14
\$1,500 to \$2,499	10	11	8	16	14	9	*	11	9
\$2,500 to \$4,999	5	7	4	*	10	5	10	5	4
\$5,000 to \$9,999	2	2	1	*	4	2	*	7	1
\$10,000 to \$14,999	1	1	*	*	2	1	*	1	*
\$15,000 or more	*	1	*	*	1	*	*	1	*
Median	\$560	\$700	\$480	\$330	\$830	\$650	\$350	\$600	\$520

* Less than 1 percent

INCOME AND EXPENSES OF REALTORS®

Exhibit 3-12

BUSINESS USE OF VEHICLE EXPENSE, 2020

(Percentage Distribution)

Florida

	ALL REALTORS®	LICENSED AS		MAIN FUNCTION IN FIRM					
		Broker/ Associate	Sales Agent	Broker-Owner (without selling)	Broker-Owner (with selling)	Associate Broker	Manager (without selling)	Manager (with selling)	Sales Agent
None	16%	11%	17%	*	16%	10%	*	*	14%
Less than \$500	18	14	19	*	14	16	*	*	13
\$500 to \$999	15	11	16	*	8	13	25	*	19
\$1,000 to \$1,499	14	14	13	*	8	26	25	100	15
\$1,500 to \$2,499	10	13	10	*	12	10	25	*	13
\$2,500 to \$4,999	14	18	12	67	18	19	25	*	14
\$5,000 to \$9,999	8	11	8	33	12	3	*	*	7
\$10,000 to \$14,999	3	5	2	*	8	*	*	*	5
\$15,000 or more	3	5	2	*	4	3	*	*	2
Median	\$1,040	\$1,500	\$940	\$4,370	\$1,830	\$1,210	\$1,500	\$1,250	\$1,130

* Less than 1 percent

U.S.

	ALL REALTORS®	LICENSED AS		MAIN FUNCTION IN FIRM					
		Broker/ Associate	Sales Agent	Broker-Owner (without selling)	Broker-Owner (with selling)	Associate Broker	Manager (without selling)	Manager (with selling)	Sales Agent
None	14%	13%	14%	20%	15%	10%	29%	15%	13%
Less than \$500	16	13	18	18	11	14	5	13	17
\$500 to \$999	15	12	16	3	11	13	14	12	16
\$1,000 to \$1,499	12	12	12	3	12	14	24	13	12
\$1,500 to \$2,499	12	12	12	1	12	12	8	7	12
\$2,500 to \$4,999	14	17	13	22	18	16	13	9	14
\$5,000 to \$9,999	10	13	9	24	12	12	3	16	10
\$10,000 to \$14,999	3	4	3	5	6	4	4	8	3
\$15,000 or more	3	4	2	4	3	3	*	7	3
Median	\$1,200	\$1,500	\$1,080	\$3,070	\$1,580	\$1,460	\$1,040	\$1,380	\$1,170

INCOME AND EXPENSES OF REALTORS®

Exhibit 3-13

ANNUAL INCOME OF REALTORS®, 2020

(Percentage Distribution)

Florida

Gross Income: Before taxes and expenses	ALL REALTORS®	LICENSED AS	
		Broker/ Associate	Broker Sales Agent
Less than \$10,000	31%	11%	37%
\$10,000 to \$24,999	12	12	12
\$25,000 to \$34,999	8	7	8
\$35,000 to \$49,999	10	8	11
\$50,000 to \$74,999	13	13	12
\$75,000 to \$99,999	10	15	9
\$100,000 to \$149,999	6	9	5
\$150,000 to \$199,999	4	10	2
\$200,000 to \$249,999	3	4	2
\$250,000 or more	4	11	2
Median	\$33,750	\$73,080	\$26,250

Net Income: After taxes and expenses

Less than \$10,000	36%	17%	41%
\$10,000 to \$24,999	17	21	16
\$25,000 to \$34,999	9	6	10
\$35,000 to \$49,999	11	11	11
\$50,000 to \$74,999	10	14	9
\$75,000 to \$99,999	7	9	6
\$100,000 to \$149,999	4	8	3
\$150,000 to \$199,999	3	8	2
\$200,000 to \$249,999	1	2	1
\$250,000 or more	3	5	2
Median	\$22,400	\$43,200	\$18,400

* Less than 1 percent

U.S.

Gross Income: Before taxes and expenses	ALL REALTORS®		LICENSED AS	
	In 2020	In 2019	Broker/ Associate	Broker Sales Agent
Less than \$10,000	24%	22%	14%	29%
\$10,000 to \$24,999	13	12	11	14
\$25,000 to \$34,999	8	8	7	8
\$35,000 to \$49,999	9	9	8	10
\$50,000 to \$74,999	12	13	13	11
\$75,000 to \$99,999	9	10	10	8
\$100,000 to \$149,999	10	11	13	8
\$150,000 to \$199,999	6	6	8	5
\$200,000 to \$249,999	3	3	5	2
\$250,000 or more	7	7	12	4
Median	\$43,330	\$49,700	\$69,200	\$33,800

Net Income: After taxes and expenses

Less than \$10,000	31%	27%	20%	36%
\$10,000 to \$24,999	16	16	15	16
\$25,000 to \$34,999	9	10	8	9
\$35,000 to \$49,999	10	12	12	10
\$50,000 to \$74,999	11	13	13	10
\$75,000 to \$99,999	8	8	10	8
\$100,000 to \$149,999	7	7	10	5
\$150,000 to \$199,999	3	3	5	3
\$200,000 to \$249,999	2	2	2	1
\$250,000 or more	3	2	5	2
Median	\$28,300	\$32,100	\$43,800	\$28,100

INCOME AND EXPENSES OF REALTORS®

Exhibit 3-14

ANNUAL INCOME OF REALTORS®, BY MAIN FUNCTION, 2020

(Percentage Distribution)

Florida

Gross Income: Before taxes and expenses	ALL REALTORS®	MAIN FUNCTION IN FIRM						
		Broker-Owner (without selling)	Broker-Owner (with selling)	Associate Broker	Manager (without selling)	Manager (with selling)	Sales Agent	Appraiser
Less than \$10,000	31%	*	13%	16%	*	*	36%	*
\$10,000 to \$24,999	12	*	8	16	*	10	13	*
\$25,000 to \$34,999	8	*	8	6	*	*	8	*
\$35,000 to \$49,999	10	*	8	13	*	30	10	*
\$50,000 to \$74,999	13	*	11	19	*	20	12	50
\$75,000 to \$99,999	10	*	19	9	25	20	9	25
\$100,000 to \$149,999	6	*	11	9	25	10	4	*
\$150,000 to \$199,999	4	25	11	6	25	*	3	*
\$200,000 to \$249,999	3	50	2	6	25	*	2	25
\$250,000 or more	4	25	9	*	*	10	3	*
Median	\$33,750	\$225,000	\$77,600	\$48,800	\$150,000	\$62,500	\$26,300	\$75,000

Net Income: After taxes and expenses

Less than \$10,000	36%	*	20%	16%	*	*	41%	*
\$10,000 to \$24,999	17	*	14	25	*	13	17	*
\$25,000 to \$34,999	9	*	6	6	*	38	10	*
\$35,000 to \$49,999	11	*	10	16	*	13	10	50
\$50,000 to \$74,999	10	*	20	13	*	13	9	25
\$75,000 to \$99,999	7	50	6	3	50	25	5	*
\$100,000 to \$149,999	4	*	12	13	25	*	3	*
\$150,000 to \$199,999	3	25	4	9	*	*	2	25
\$200,000 to \$249,999	1	*	*	*	*	*	1	*
\$250,000 or more	3	25	6	*	25	*	2	*
Median	\$22,400	\$100,000	\$50,000	\$37,800	\$100,000	\$34,700	\$17,900	\$50,000

* Less than 1 percent

U.S.

Gross Income: Before taxes and expenses	ALL REALTORS®	MAIN FUNCTION IN FIRM						
		Broker-Owner (without selling)	Broker-Owner (with selling)	Associate Broker	Manager (without selling)	Manager (with selling)	Sales Agent	Appraiser
Less than \$10,000	24%	19%	10%	18%	*	4%	28%	1%
\$10,000 to \$24,999	13	14	9	13	6	5	14	4
\$25,000 to \$34,999	8	2	6	6	5	6	8	4
\$35,000 to \$49,999	9	8	7	9	2	6	9	12
\$50,000 to \$74,999	12	8	13	14	12	11	11	18
\$75,000 to \$99,999	9	10	10	10	19	15	8	12
\$100,000 to \$149,999	10	10	15	11	14	21	8	27
\$150,000 to \$199,999	6	6	9	6	7	13	5	9
\$200,000 to \$249,999	3	10	6	5	7	5	2	8
\$250,000 or more	7	14	15	8	26	12	5	6
Median	\$43,300	\$71,900	\$87,500	\$57,100	\$121,400	\$107,100	\$35,000	\$97,900

Net Income: After taxes and expenses

Less than \$10,000	31%	31%	17%	22%	3%	10%	35%	4%
\$10,000 to \$24,999	16	9	13	18	4	9	17	7
\$25,000 to \$34,999	9	5	7	9	7	8	9	5
\$35,000 to \$49,999	11	5	12	14	13	12	9	19
\$50,000 to \$74,999	11	12	15	11	9	15	11	14
\$75,000 to \$99,999	8	11	11	8	27	17	7	16
\$100,000 to \$149,999	7	7	12	9	13	11	5	25
\$150,000 to \$199,999	3	6	5	4	10	8	3	5
\$200,000 to \$249,999	2	2	3	3	11	4	1	*
\$250,000 or more	3	11	6	3	4	5	2	5
Median	\$28,300	\$50,000	\$51,700	\$36,100	\$88,000	\$68,300	\$23,200	\$76,600

* Less than 1 percent

INCOME AND EXPENSES OF REALTORS®

Exhibit 3-15

ANNUAL INCOME OF REALTORS®, BY EXPERIENCE, 2020

(Percentage Distribution)

Florida

Gross Income: Before taxes and expenses	ALL REALTORS®	REAL ESTATE EXPERIENCE			
		2 years or less	3 to 5 years	6 to 15 years	16 years or more
Less than \$10,000	31%	61%	29%	20%	13%
\$10,000 to \$24,999	12	15	9	11	12
\$25,000 to \$34,999	8	7	12	6	6
\$35,000 to \$49,999	10	5	12	14	11
\$50,000 to \$74,999	13	6	12	17	16
\$75,000 to \$99,999	10	2	12	12	16
\$100,000 to \$149,999	6	3	9	8	5
\$150,000 to \$199,999	4	1	3	5	7
\$200,000 to \$249,999	3	1	1	2	6
\$250,000 or more	4	*	3	4	8
Median	\$33,750	\$8,200	\$35,000	\$48,900	\$62,500

Net Income: After taxes and expenses

Less than \$10,000	36%	65%	33%	23%	19%
\$10,000 to \$24,999	17	15	16	16	20
\$25,000 to \$34,999	9	7	10	14	8
\$35,000 to \$49,999	11	4	11	14	16
\$50,000 to \$74,999	10	4	12	14	11
\$75,000 to \$99,999	7	3	12	7	8
\$100,000 to \$149,999	4	2	3	6	6
\$150,000 to \$199,999	3	1	2	3	6
\$200,000 to \$249,999	1	*	*	2	2
\$250,000 or more	3	1	4	1	5
Median	\$22,400	\$7,700	\$26,000	\$32,900	\$37,800

* Less than 1 percent

U.S.

Gross Income: Before taxes and expenses	ALL REALTORS®	REAL ESTATE EXPERIENCE			
		2 years or less	3 to 5 years	6 to 15 years	16 years or more
Less than \$10,000	24%	59%	18%	11%	10%
\$10,000 to \$24,999	13	15	17	12	10
\$25,000 to \$34,999	8	6	10	7	8
\$35,000 to \$49,999	9	7	12	10	9
\$50,000 to \$74,999	12	5	14	15	13
\$75,000 to \$99,999	9	3	9	11	12
\$100,000 to \$149,999	10	2	9	13	13
\$150,000 to \$199,999	6	1	5	7	9
\$200,000 to \$249,999	3	1	2	5	5
\$250,000 or more	7	1	3	8	12
Median	\$43,300	\$8,500	\$41,300	\$66,700	\$75,000

Net Income: After taxes and expenses

Less than \$10,000	31%	66%	26%	16%	16%
\$10,000 to \$24,999	16	14	21	16	14
\$25,000 to \$34,999	9	6	11	10	9
\$35,000 to \$49,999	10	5	13	12	12
\$50,000 to \$74,999	11	4	12	15	14
\$75,000 to \$99,999	8	2	8	12	11
\$100,000 to \$149,999	7	1	5	9	10
\$150,000 to \$199,999	3	1	2	5	6
\$200,000 to \$249,999	2	*	1	2	2
\$250,000 or more	3	*	2	3	5
Median	\$28,300	\$7,600	\$27,700	\$45,000	\$48,800

* Less than 1 percent

INCOME AND EXPENSES OF REALTORS®

Exhibit 3-16

ANNUAL INCOME OF REALTORS®, BY HOURS WORKED, 2020

(Percentage Distribution)

Florida

Gross Income: Before taxes and expenses	ALL REALTORS®	HOURS PER WEEK			
		Less than 20 hours	20 to 39 hours	40 to 59 hours	60 hours or more
Less than \$10,000	31%	59%	33%	18%	11%
\$10,000 to \$24,999	12	18	13	8	7
\$25,000 to \$34,999	8	7	10	5	6
\$35,000 to \$49,999	10	6	14	7	10
\$50,000 to \$74,999	13	6	12	17	14
\$75,000 to \$99,999	10	1	10	17	10
\$100,000 to \$149,999	6	2	3	9	18
\$150,000 to \$199,999	4	*	1	6	11
\$200,000 to \$249,999	3	*	1	7	1
\$250,000 or more	4	1	2	5	11
Median	\$33,750	\$8,500	\$29,000	\$67,600	\$80,000

Net Income: After taxes and expenses

Less than \$10,000	36%	62%	38%	22%	15%
\$10,000 to \$24,999	17	18	18	15	12
\$25,000 to \$34,999	9	6	13	6	8
\$35,000 to \$49,999	11	7	10	15	11
\$50,000 to \$74,999	10	2	10	14	15
\$75,000 to \$99,999	7	1	6	8	17
\$100,000 to \$149,999	4	1	1	9	12
\$150,000 to \$199,999	3	*	1	9	3
\$200,000 to \$249,999	1	*	1	1	2
\$250,000 or more	3	3	1	2	6
Median	\$22,400	\$8,100	\$20,000	\$42,000	\$56,700

* Less than 1 percent

U.S.

Gross Income: Before taxes and expenses	ALL REALTORS®	HOURS PER WEEK			
		Less than 20 hours	20 to 39 hours	40 to 59 hours	60 hours or more
Less than \$10,000	24%	52%	28%	14%	8%
\$10,000 to \$24,999	13	23	16	7	6
\$25,000 to \$34,999	8	7	10	6	5
\$35,000 to \$49,999	9	6	12	8	6
\$50,000 to \$74,999	12	5	13	14	10
\$75,000 to \$99,999	9	2	8	12	10
\$100,000 to \$149,999	10	3	7	14	16
\$150,000 to \$199,999	6	1	3	9	12
\$200,000 to \$249,999	3	*	2	5	7
\$250,000 or more	7	1	2	9	20
Median	\$43,300	\$9,600	\$31,000	\$77,100	\$115,600

Net Income: After taxes and expenses

Less than \$10,000	31%	60%	35%	18%	12%
\$10,000 to \$24,999	16	20	20	11	9
\$25,000 to \$34,999	9	6	12	8	7
\$35,000 to \$49,999	10	6	12	12	9
\$50,000 to \$74,999	11	3	10	16	13
\$75,000 to \$99,999	8	2	6	12	14
\$100,000 to \$149,999	7	2	4	10	14
\$150,000 to \$199,999	3	*	1	6	8
\$200,000 to \$249,999	2	*	1	2	5
\$250,000 or more	3	1	*	4	9
Median	\$28,300	\$8,300	\$21,300	\$51,600	\$75,000

* Less than 1 percent

INCOME AND EXPENSES OF REALTORS®

Exhibit 3-17

RECEIVED SIGN-ON BONUS

(Percentage Distribution)

Florida

ALL REALTORS®

Received a sign-on bonus	2%
Received a sign-on bonus, after first transaction	1%
Did not receive a sign-on bonus	96%

U.S.

ALL REALTORS®

Received a sign-on bonus	3%
Received a sign-on bonus, after first transaction	*
Did not receive a sign-on bonus	96

* Less than 1 percent

BUSINESS ACTIVITY OF REALTORS®

Exhibit 3-18

EXPENDITURES TO MAINTAIN REALTOR® WEB SITE, 2020

(Percentage Distribution)

Florida

	ALL REALTORS®	LICENSED AS:		MAIN FUNCTION IN FIRM					
		Broker/ Associate	Broker/ Sales Agent	Broker-Owner (without selling)	Broker-Owner (with selling)	Associate Broker	Manager (without selling)	Manager (with selling)	Sales Agent
None	33%	19%	37%	20%	8%	33%	67%	38%	39%
Less than \$100	20	13	22	*	16	11	*	13	23
\$100 to \$499	22	27	20	20	41	22	*	38	21
\$500 to \$999	9	13	8	20	8	22	*	13	9
\$1,000 or more	10	20	7	40	27	11	33	*	9
Median	\$90	\$370	\$60	\$750	\$350	\$210	*	\$90	\$50

* Less than 1 percent

U.S.

	ALL REALTORS®	LICENSED AS:		MAIN FUNCTION IN FIRM					
		Broker/ Associate	Broker/ Sales Agent	Broker-Owner (without selling)	Broker-Owner (with selling)	Associate Broker	Manager (without selling)	Manager (with selling)	Sales Agent
None	38%	29%	44%	16%	8%	35%	71%	26%	43%
Less than \$100	20	18	21	23	13	22	5	14	21
\$100 to \$499	21	23	20	14	28	22	13	22	20
\$500 to \$999	10	13	8	8	19	10	*	13	8
\$1,000 or more	11	18	8	39	31	11	10	25	8
Median	\$60	\$150	\$30	\$410	\$530	\$70	*	\$280	\$30

* Less than 1 percent

BUSINESS ACTIVITY OF REALTORS®

Exhibit 3-19

EXPENDITURES ON REALTOR® SOCIAL MEDIA ADVERTISING, 2020

(Percentage Distribution)

Florida

	ALL REALTORS®	LICENSED AS:		MAIN FUNCTION IN FIRM					
		Broker/ Associate	Sales Agent	Broker- Owner (without selling)	Broker- Owner (with selling)	Associate Broker	Manager (without selling)	Manager (with selling)	Sales Agent
None	43%	39%	44%	75%	40%	41%	33%	40%	45%
Less than \$100	18	18	18	*	22	25	*	10	18
\$100 to \$499	21	19	22	*	22	16	*	30	22
\$500 to \$999	8	10	7	*	7	13	*	*	8
\$1,000 or more	7	8	7	25	9	6	67	20	7
Median	\$40	\$60	\$30	*	\$50	\$40	\$1,250	\$100	\$30

* Less than 1 percent

U.S.

	ALL REALTORS®	LICENSED AS:		MAIN FUNCTION IN FIRM					
		Broker/ Associate	Sales Agent	Broker- Owner (without selling)	Broker- Owner (with selling)	Associate Broker	Manager (without selling)	Manager (with selling)	Sales Agent
None	41%	39%	42%	55%	36%	38%	45%	31%	41%
Less than \$100	22	21	22	9	20	24	14	16	22
\$100 to \$499	21	21	21	13	20	23	17	25	22
\$500 to \$999	8	8	7	11	10	8	2	6	7
\$1,000 or more	9	11	8	12	15	7	23	22	8
Median	\$40	\$50	\$40	*	\$70	\$50	\$40	\$150	\$40

* Less than 1 percent

OFFICE AND FIRM AFFILIATION OF REALTORS®

Exhibit 4-1	FIRM AFFILIATION, BY LICENSE TYPE AND FUNCTION
Exhibit 4-2	FIRM AFFILIATION, BY SPECIALTY
Exhibit 4-3	REALTOR® AFFILIATION WITH FIRMS
Exhibit 4-4	NUMBER OF OFFICES
Exhibit 4-5	TENURE OF REALTORS® AT THEIR PRESENT FIRM
Exhibit 4-6	BROKER OWNERSHIP INTEREST, 2020
Exhibit 4-7	BENEFITS RECEIVED THROUGH FIRM, FAMILY, OR PAYS OUT OF POCKET
Exhibit 4-8	WORKED FOR A FIRM THAT WAS BOUGHT OR MERGED
Exhibit 4-9	REALTORS® CHANGING FIRMS DUE TO CONSOLIDATION
Exhibit 4-10	CHANGE IN COMPENSATION RESULTING FROM MERGER
Exhibit 4-11	REAL ESTATE TEAMS
Exhibit 4-12	TENURE OF REALTORS® ON REAL ESTATE TEAM
Exhibit 4-13	NUMBER OF LICENSED REAL ESTATE TEAM MEMBERS

OFFICE AND FIRM AFFILIATION OF REALTORS®

Exhibit 4-1

FIRM AFFILIATION, BY LICENSE TYPE AND FUNCTION

(Percentage Distribution)

Florida

Firm Description	ALL REALTORS®	LICENSED AS	
		Broker/ Broker Associate	Sales Agent
Independent company	59%	68%	56%
Franchised company	37	26	40
Other	4	5	4

* Less than 1 percent

MAIN FUNCTION IN FIRM							
Broker- Owner (without selling)	Broker- Owner (with selling)	Associate Broker	Manager (without selling)	Manager (with selling)	Sales Agent	Appraiser	Other
80%	88%	59%	50%	60%	56%	75%	61%
20	9	35	50	30	40	*	35
*	3	6	*	10	4	25	4

U.S.

Firm Description	ALL REALTORS®	LICENSED AS	
		Broker/ Broker Associate	Sales Agent
Independent company	53%	60%	49%
Franchised company	42	35	46
Other	5	6	5

MAIN FUNCTION IN FIRM							
Broker- Owner (without selling)	Broker- Owner (with selling)	Associate Broker	Manager (without selling)	Manager (with selling)	Sales Agent	Appraiser	Other
80%	85%	49%	34%	64%	48%	89%	58%
16	12	46	54	34	46	1	37
4	3	6	12	2	6	10	5

OFFICE AND FIRM AFFILIATION OF REALTORS®

Exhibit 4-2

FIRM AFFILIATION, BY SPECIALTY

(Percentage Distribution)

Florida

Firm Description	ALL REALTORS®	Appraisal	PRIMARY REAL ESTATE SPECIALTY			
			BROKERAGE		PROPERTY MANAGEMENT	
			Residential	Commercial	Residential	Commercial
Independent company	59%	83%	59%	40%	70%	100%
Franchised company	37	*	36	60	30	*
Other	4	17	5	*	*	*

* Less than 1 percent

U.S.

Firm Description	ALL REALTORS®	Appraisal	PRIMARY REAL ESTATE SPECIALTY			
			BROKERAGE		PROPERTY MANAGEMENT	
			Residential	Commercial	Residential	Commercial
Independent company	53%	86%	52%	61%	79%	88%
Franchised company	42	6	42	33	18	12
Other	5	8	6	6	3	*

OFFICE AND FIRM AFFILIATION OF REALTORS®

Exhibit 4-3

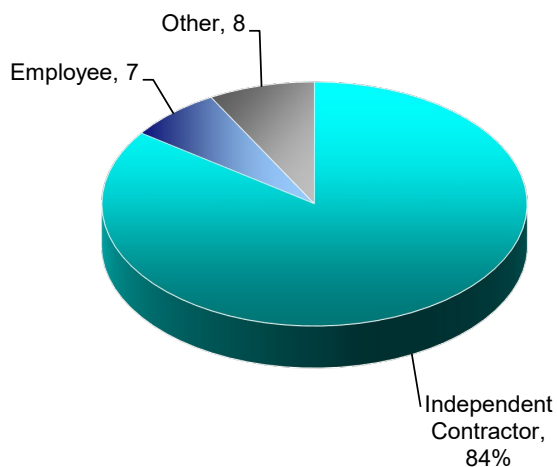
REALTOR® AFFILIATION WITH FIRMS

(Percentage Distribution)

Florida

Independent Contractor	84%
Employee	7
Other	8

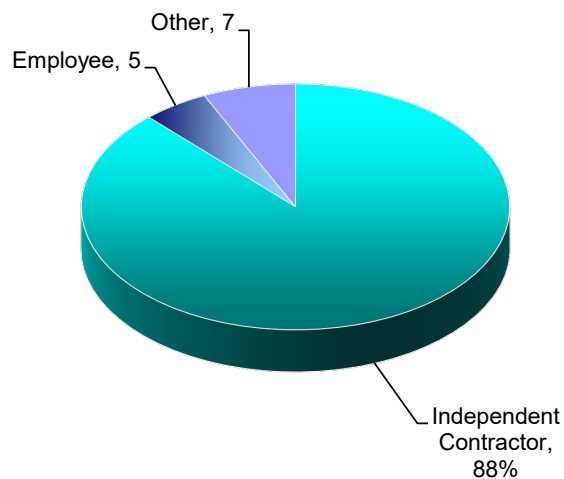
REALTOR® AFFILIATION WITH FIRMS (Percentage Distribution)



U.S.

Independent Contractor	88%
Employee	5
Other	7

REALTOR® AFFILIATION WITH FIRMS (Percentage Distribution)



OFFICE AND FIRM AFFILIATION OF REALTORS®

Exhibit 4-4

NUMBER OF OFFICES

(Percentage Distribution)

Florida

	ALL REALTORS®	LICENSED AS	
		Broker/ Associate	Sales Agent
1 office	42%	63%	36%
2 to 4 offices	31	21	34
5 to 9 offices	10	4	12
10 to 99 offices	12	9	13
100 or more offices	4	4	5
Median	3	1	5

MAIN FUNCTION IN FIRM						
Broker- Owner (no selling)	Broker- Owner (with selling)	Associate Broker	Manager (without selling)	Manager (with selling)	Sales Agent	Appraiser
40	89%	41%	25%	22%	37%	75%
60	10	38	25	56	33	25
*	*	6	*	11	12	*
*	*	13	25	11	13	*
100	2	3	25	*	5	*
1	1	4	3	1	6	1

U.S.

	ALL REALTORS®		LICENSED AS	
	2021 Survey	2020 Survey	Broker/ Associate	Sales Agent
1 office	42%	42%	51%	38%
2 to 4 offices	26	24	22	28
5 to 9 offices	11	11	9	12
10 to 99 offices	15	17	14	15
100 or more offices	6	6	4	7
Median	2	2	1	2

MAIN FUNCTION IN FIRM						
Broker- Owner (no selling)	Broker- Owner (with selling)	Associate Broker	Manager (without selling)	Manager (with selling)	Sales Agent	Appraiser
64%	84%	37%	25%	38%	36%	87%
25	9	30	18	29	28	13
4	2	12	13	10	12	*
7	2	17	27	21	17	*
*	3	4	17	2	7	*
1	1	3	5	2	3	1

* Less than 1 percent

OFFICE AND FIRM AFFILIATION OF REALTORS®

Exhibit 4-5

TENURE OF REALTORS® AT THEIR PRESENT FIRM

(Percentage Distribution)

Florida

	All REALTORS®	LICENSED AS:	
		Broker/ Broker/ Associate	Sales Agent
1 year or less	43%	26%	49%
2 years	11	10	11
3 years	6	6	7
4 years	5	5	5
5 years	5	4	5
6 to 11 years	21	29	18
12 years or more	9	20	5
Median (years)	5	11	4

* Less than 1 percent

U.S.

	All REALTORS®		LICENSED AS:	
	2021 Survey	2020 Survey	Broker/ Broker/ Associate	Sales Agent
1 year or less	39%	30%	28%	44%
2 years	10	13	8	11
3 years	7	9	7	7
4 years	6	7	5	6
5 years	5	6	5	5
6 to 11 years	21	22	25	18
12 years or more	13	14	22	8
Median (years)	5	4	7	4

* Less than 1 percent

MAIN FUNCTION IN FIRM

Broker- Owner (no selling)	Broker-Owner (with selling)	Associate Broker	Manager (without selling)	Manager (with selling)	Sales Agent	Appraiser
*	25%	33%	75%	40%	47%	*
*	8	18	*	10	11	*
*	2	6	*	*	7	*
20	3	*	*	20	6	*
*	5	3	*	*	5	*
40	33	21	*	20	19	75
40	24	18	25	10	5	25
12	13	9	14	5	4	19

MAIN FUNCTION IN FIRM

Broker- Owner (no selling)	Broker-Owner (with selling)	Associate Broker	Manager (without selling)	Manager (with selling)	Sales Agent	Appraiser
13%	19%	39%	40%	20%	43%	6%
3	7	8	8	7	11	3
4	5	6	11	8	7	8
5	3	6	*	7	6	1
8	5	5	7	6	5	2
27	28	23	11	30	18	33
40	33	13	24	23	9	47
13	11	5	3	8	4	15

OFFICE AND FIRM AFFILIATION OF REALTORS®

Exhibit 4-6

BROKER OWNERSHIP INTEREST, 2020

(Percentage Distribution)

Florida

	ALL BROKERS	FIRM AFFILIATION		
		Independent company	Franchised company	Other
Sole ownership	61%	6%	*	100%
Partner in a partnership	13	65	30	*
Stockholder and/or corporate office	2	14	10	*
No ownership interest	18	3	*	*
Other	6	13	60	*

* Less than 1 percent

U.S.

	ALL BROKERS		FIRM AFFILIATION		
	2021 Survey	2020 Survey	Independent company	Franchised company	Other
Sole ownership	37%	33%	50%	9%	22%
Partner in a partnership	7	8	8	5	2
Stockholder and/or corporate office	6	7	5	5	20
No ownership interest	49	50	35	81	52
Other	2	2	2	1	4

* Less than 1 percent

OFFICE AND FIRM AFFILIATION OF REALTORS®

Exhibit 4-7

BENEFITS RECEIVED THROUGH FIRM, FAMILY, OR PAYS OUT OF POCKET

(Percent of Respondents)

Florida

	Provided by			
	Provided by Firm	Partner/ Spouse/ Family	Pays for out of pocket	Do not receive
Errors & Omissions insurance	43%	1%	30%	28%
Health insurance	3	20	45	33
Pension/SEP/401(K)	2	7	26	63
Paid vacation/sick days	2	3	18	74
Dental insurance	2	30	30	49
Life insurance	1	10	32	55
Vision care	1	17	27	53

U.S.

	Provided by			
	Provided by Firm	Partner/ Spouse/ Family	Pays for out of pocket	Do not receive
Errors & Omissions insurance	42%	1%	40%	19%
Health insurance	3	28	44	25
Paid vacation/sick days	4	4	15	72
Pension/SEP/401(K)	3	8	33	53
Life insurance	2	14	38	45
Dental insurance	3	27	30	41
Disability insurance (long-term care)	2	6	15	71
Vision care	2	25	28	43
Other	1	1	6	46

OFFICE AND FIRM AFFILIATION OF REALTORS®

Exhibit 4-8

WORKED FOR A FIRM THAT WAS BOUGHT OR MERGED

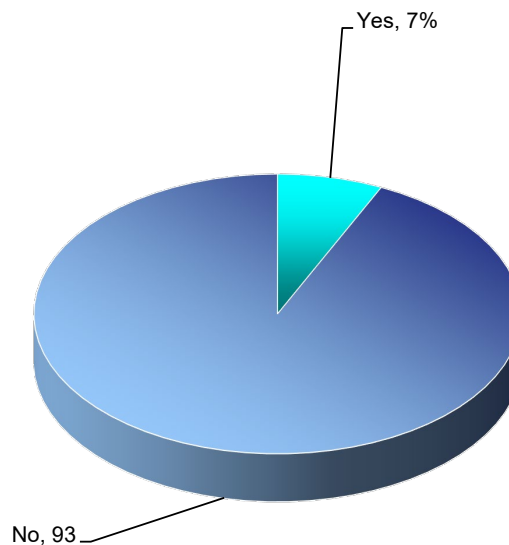
(Percentage Distribution)

Florida

Yes	7%
No	93

WORKED FOR A FIRM THAT WAS BOUGHT OR MERGED

(Percentage Distribution)

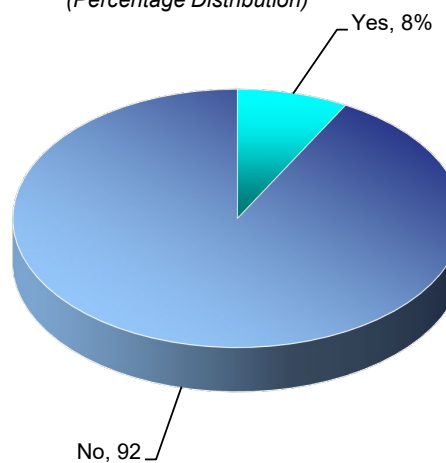


U.S.

Yes	8%
No	92

WORKED FOR A FIRM THAT WAS BOUGHT OR MERGED

(Percentage Distribution)



OFFICE AND FIRM AFFILIATION OF REALTORS®

Exhibit 4-9

REALTORS® CHANGING FIRMS DUE TO CONSOLIDATION

(Percentage Distribution)

Florida

REALTOR® changed firms as a result of a merger:

Yes, voluntarily	31%
Yes, involuntarily	4
No	65

U.S.

REALTOR® changed firms as a result of a merger: 2021 Survey 2020 Survey

Yes, voluntarily	28%	28%
Yes, involuntarily	6	4
No	66	67

OFFICE AND FIRM AFFILIATION OF REALTORS®

Exhibit 4-10

CHANGE IN COMPENSATION RESULTING FROM MERGER

(Percentage Distribution)

Florida

	Among all who worked for a firm that was bought or merged	Among those who changed firms as a result of merger
It increased	15%	35%
It stayed the same	66	41
It decreased	19	24

U.S.

	2021 SURVEY		2020 SURVEY	
	Among all who worked for a firm that was bought or merged	Among those who changed firms as a result of merger	Among all who worked for a firm that was bought or merged	Among those who changed firms as a result of merger
It increased	14%	21%	14%	21%
It stayed the same	74	62	74	55
It decreased	12	18	12	25

OFFICE AND FIRM AFFILIATION OF REALTORS®

Exhibit 4-11

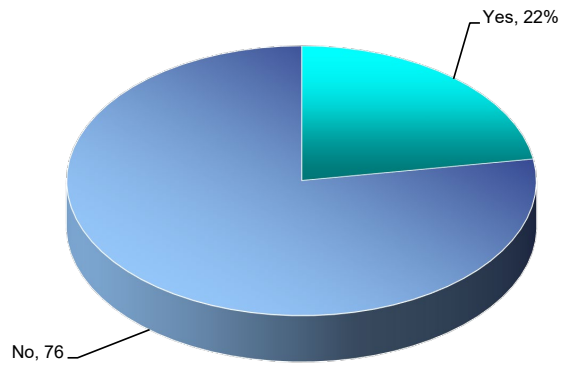
REAL ESTATE TEAMS

(Percentage Distribution)

Florida

Member of a Real Estate Team	
Yes	22%
No	76
Median (number of team members)	
4	

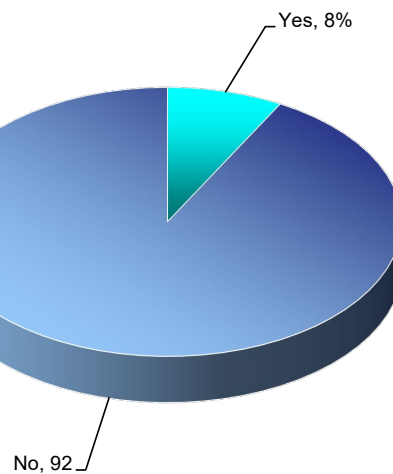
Member of a Real Estate Team
(Percentage Distribution)



U.S.

Yes	23%
No	76%
Median (number of team members)	
4	

Member of a Real Estate Team
(Percentage Distribution)



OFFICE AND FIRM AFFILIATION OF REALTORS®

Exhibit 4-12

TENURE OF REALTORS® ON REAL ESTATE TEAM

(Percentage Distribution)

Florida

	All REALTORS®
1 year or less	54%
2 years	10
3 years	9
4 years or more	27
Median (years)	2

* Less than 1 percent

U.S.

	All REALTORS®
1 year or less	47%
2 years	11
3 years	9
4 years or more	33
Median (years)	2

OFFICE AND FIRM AFFILIATION OF REALTORS®

Exhibit 4-13

NUMBER OF LICENSED REAL ESTATE TEAM MEMBERS

(Percentage Distribution)

Florida

	All REALTORS®
All team members	82%
More than half, but not all	12
Half of the team members	1
Less than half, but some	*
None of the team members	5

* Less than 1 percent

U.S.

	All REALTORS®
All team members	85%
More than half, but not all	12
Half of the team members	1
Less than half, but some	1
None of the team members	2

TECHNOLOGY & REALTORS®

Exhibit 5-1	FREQUENCY OF USE OF COMMUNICATIONS AND TECHNOLOGY PRODUCTS
Exhibit 5-2	FREQUENCY OF USE OF SMARTPHONE FEATURES
Exhibit 5-3	FREQUENCY OF USE OF BUSINESS SOFTWARE
Exhibit 5-4	PREFERRED METHOD OF COMMUNICATION WITH CLIENTS
Exhibit 5-5	REALTOR'S® FIRM WEB PRESENCE
Exhibit 5-6	REALTORS® WITH WEB SITES, BY LICENSE AND FUNCTION
Exhibit 5-7	REALTORS® WITH WEB SITES, BY EXPERIENCE
Exhibit 5-8	LENGTH OF TIME REALTORS® HAVE HAD A WEB SITE FOR BUSINESS USE
Exhibit 5-9	INFORMATION ON REALTOR® WEB SITES
Exhibit 5-10	ACTIVE USE OF SOCIAL OR PROFESSIONAL NETWORKING WEB SITES
Exhibit 5-11	USE OF DRONES IN REAL ESTATE BUSINESS OR OFFICE
Exhibit 5-12	CUSTOMER INQUIRIES GENERATED FROM WEB SITE, 2020
Exhibit 5-13	CUSTOMER INQUIRIES GENERATED FROM WEB SITE BY AMOUNT SPENT TO MAINTAIN, 2020
Exhibit 5-14	BUSINESS GENERATED FROM REALTOR® WEB SITE, 2020
Exhibit 5-15	BUSINESS GENERATED FROM REALTOR® WEB SITE, BY AMOUNT SPENT TO MAINTAIN, 2020
Exhibit 5-16	BUSINESS GENERATED FROM REALTOR® SOCIAL MEDIA, 2020

TECHNOLOGY & REALTORS®

Exhibit 5-1

FREQUENCY OF USE OF COMMUNICATIONS AND TECHNOLOGY PRODUCTS

(Percentage Distribution)

Florida

All REALTORS®	Daily or nearly every day	A few times a	A few times a	A few times a	Rarely or Never
Smartphone with wireless email and Internet capabilities	94	4	1	*	2
Laptop/Desktop computer	90	7	1	*	1
Cell phone (no email and Internet)	69	3	1	*	26
Tablets	30	13	5	4	47
Digital camera	24	20	13	7	35

* Less than 1 percent

U.S.

All REALTORS®	Daily or nearly every day	A few times a	A few times a	A few times a	Rarely or Never
Smartphone with wireless email and Internet capabilities	96%	2%	*	1%	1%
Laptop/Desktop computer	92	5	*	1	1
Cell phone (no email and Internet)	64	3	*	1	32
Tablets	25	15	5	7	48
Digital camera	21	20	9	13	37

* Less than 1 percent

TECHNOLOGY & REALTORS®

Exhibit 5-2

FREQUENCY OF USE OF SMARTPHONE FEATURES

(Percentage Distribution)

Florida

All REALTORS®	Daily or nearly every day	A few times a week	A few times a month	A few times a year	Rarely or Never
E-mail	94	4	1	*	*
Global positioning system (GPS)	50	28	7	4	11
Podcasts	7	10	12	7	64
Apps for personal security	13	9	6	6	66
Photo Apps	28	20	13	7	32
Social Media Apps	55	18	8	4	15
Lock Box (Sentrilock)	24	28	18	12	18
Document Storage (OneDrive, DocuSign)	42	26	11	8	14
Listing Apps	26	18	12	10	35
News Apps	29	17	10	7	37
Realtor Management Apps	20	15	7	6	51
Messaging (Slack, Teams, G chat)	27	9	6	4	54
Realtor Magazine	5	12	22	20	41
Photofy	3	3	4	3	88
Newsletters	7	9	15	13	56

* Less than 1 percent

U.S.

All REALTORS®	Daily or nearly every day	A few times a week	A few times a month	A few times a year	Rarely or Never
E-mail	95%	4%	*	1%	*
Social Media Apps	57	18	4	7	14
Global positioning system (GPS)	49	29	3	8	11
Document Storage (OneDrive, DocuSign)	44	27	8	11	11
News Apps	28	17	8	11	38
Photo Apps	26	21	9	13	31
Lock Box (Sentrilock)	24	32	11	16	16
Listing Apps	24	18	11	10	36
Messaging (Slack, Teams, G chat)	22	9	5	6	58
Realtor Management Apps	18	14	7	8	52
Apps for personal security	11	8	7	7	67
Podcasts	7	11	9	13	61
Newsletters	5	9	15	17	55
Realtor Magazine	4	9	22	21	45
Photofy	2	2	3	4	89

* Less than 1 percent

TECHNOLOGY & REALTORS®

Exhibit 5-3

FREQUENCY OF USE OF BUSINESS SOFTWARE

(Percentage Distribution)

Florida

	Daily or nearly every day	A few times a week	A few times a month	A few times a year	Rarely or Never
ALL REALTORS®					
Multiple listing	59%	19%	7%	7%	8%
Contact management	30	23	11	9	27
Document preparation	29	35	14	10	13
Comparative market analysis	24	37	20	13	7
Social media management tools	29	19	13	6	34
Customer relationship management	27	17	9	8	39
E-signature	27	32	19	14	9
Electronic contract and forms	35	34	15	12	4
Transaction management	23	20	13	10	33
Graphics or presentation	14	18	17	16	35
Property management	8	9	8	9	66
Video	13	17	13	16	41
Loan analysis	6	13	16	13	52

U.S.

	Daily or nearly every day	A few times a week	A few times a month	A few times a year	Rarely or Never
ALL REALTORS®					
Multiple listing	63%	16%	6%	7%	8%
Electronic contract and forms	39	33	9	15	4
E-signature	33	32	12	17	7
Contact management	32	23	8	12	25
Document preparation	32	33	8	14	13
Social media management tools	30	19	7	12	32
Customer relationship management	27	17	7	11	38
Transaction management	25	22	10	12	32
Comparative market analysis	23	38	12	22	7
Graphics or presentation	12	20	17	18	34
Video	11	16	17	17	40
Property management	8	6	9	7	71
Loan analysis	5	14	13	16	53

TECHNOLOGY & REALTORS®

Exhibit 5-4

PREFERRED METHOD OF COMMUNICATION WITH CLIENTS

(Percent of Respondents)

Florida

ALL REALTORS®				
	Current clients/ customers	Past clients/ customers	Potential clients/ customers	Do not use
Text messaging	90%	59%	58%	3%
E-mail	67	67	66	2
Telephone	90	58	63	2
Instant messaging (IM)	39	25	26	39
Postal mail	22	31	35	38
Video chat	28	15	17	52

* Less than 1 percent

U.S.

ALL REALTORS®				
	Current clients/ customers	Past clients/ customers	Potential clients/ customers	Do not use
Text messaging	93%	61%	58%	2%
Telephone	90	59	62	2
E-mail	89	70	66	1
Instant messaging (IM)	36	23	23	37
Video chat	28	12	18	51
Postal mail	23	39	40	30

TECHNOLOGY & REALTORS®

Exhibit 5-5

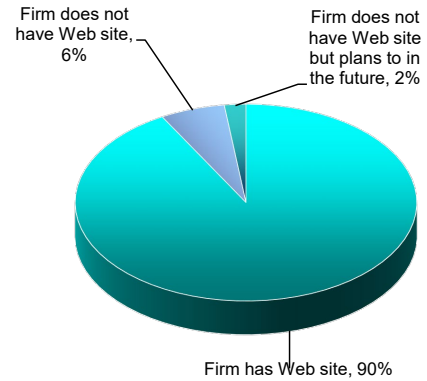
REALTOR'S® FIRM WEB PRESENCE

(Percentage Distribution)

Florida

Firm has Web site	90%
Firm does not have Web site	6%
Firm does not have Web site but plans to in the future	2%

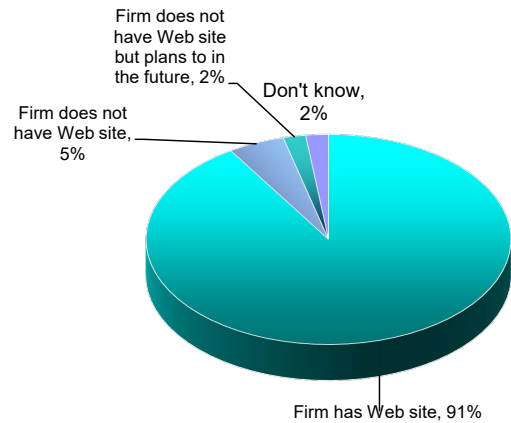
REALTOR'S® FIRM WEB PRESENCE (Percentage Distribution)



U.S.

	2021 Survey
Firm has Web site	91%
Firm does not have Web site	5%
Firm does not have Web site but plans to in the future	2%
Don't know	2%

REALTOR'S® FIRM WEB PRESENCE (Percentage Distribution)



TECHNOLOGY & REALTORS®

Exhibit 5-6

REALTORS® WITH WEB SITES, BY LICENSE AND FUNCTION

(Percentage Distribution)

Florida

	ALL REALTORS®	LICENSED AS		MAIN FUNCTION IN FIRM					
		Broker/ Associate	Sales Agent	Owner (no selling)	Owner (with selling)	Associate Broker	Manager (without selling)	Manager (with selling)	Sales Agent Appraiser
Have a Web site	69%	68%	75%	*	59%	76%	66%	100%	77% 13%
A Web site developed and/or maintained by REALTOR®	28	39	16	*	51	40	33	50	16 13
A Web site provided by firm	41	29	59	*	8	36	33	50	61 *
Do not have a Web site	32	32	25	100	40	24	33	*	23 88
No Web site	20	28	20	100	32	24	33	*	19 75
No Web site, but plan to have one in the future	12	4	5	*	8	*	*	*	4 13

* Less than 1 percent

U.S.

	ALL REALTORS®	LICENSED AS:		MAIN FUNCTION IN FIRM					
		Broker/ Associate	Sales Agent	Owner (no selling)	Owner (with selling)	Associate Broker	Manager (without selling)	Manager (with selling)	Sales Agent Appraiser
Have a Web site	69%	70%	69%	75%	67%	71%	74%	76%	70% 37%
A Web site developed and/or maintained by REALTOR®	24	31	21	44	45	24		36	21 19
A Web site provided by firm	45	39	48	31	22	47	74	40	49 18
Do not have a Web site	31	30	31	25	33	29	26	25	30 63
No Web site	21	22	20	21	24	21	23	22	19 61
No Web site, but plan to have one in the future	10	8	11	4	9	8	3	3	11 2

* Less than 1 percent

TECHNOLOGY & REALTORS®

Exhibit 5-7

REALTORS® WITH WEB SITES, BY EXPERIENCE

(Percentage Distribution)

Florida

	ALL REALTORS®	REAL ESTATE EXPERIENCE			
		2 years or less	3 to 5 years	6 to 15 years	16 years or more
Have a Web site	69%	71%	75%	72%	62%
A Web site developed and/or maintained by REALTOR®	28	24	31	31	27
A Web site provided by firm	41	47	44	41	35
Do not have a Web site	32	29	25	28	39
No Web site	20	14	17	17	29
No Web site, but plan to have one in the future	12	15	8	11	10

U.S.

	ALL	
	2021 Survey	2020 Survey
Have a Web site	69%	70%
A Web site developed and/or maintained by REALTOR®	24	26
A Web site provided by firm	45	44
Do not have a Web site	31	29
No Web site	21	20
No Web site, but plan to have one in the future	10	9

TECHNOLOGY & REALTORS®

Exhibit 5-8

LENGTH OF TIME REALTORS® HAVE HAD A WEB SITE FOR BUSINESS USE

(Percentage Distribution Among those with a Web Site)

Florida

	ALL REALTORS®	REAL ESTATE EXPERIENCE			
		2 years or less	3 to 5 years	6 to 15 years	16 years or more
Less than one year	3%	24%	6%	3%	27%
1 to 2 years	26	74	30	11	35
3 to 4 years	12	1	48	15	29
5 or more years	59	1	17	72	10
Median years	7	1	3	9	13

U.S.

	ALL REALTORS®	
	2021 Survey	2020 Survey
Less than one year	6%	5%
1 to 2 years	28	27
3 to 4 years	14	13
5 or more years	52	55
Median years	5	5

* Less than 1 percent

TECHNOLOGY & REALTORS®

Exhibit 5-9

INFORMATION ON REALTOR® WEB SITES

(Percent of Respondents with a Web Site)

Florida

	ALL REALTORS®	BROKERAGE SPECIALISTS	
		Residential	Commercial
Own property listings	77%	80%	75%
Information about home buying and selling	64	69	67
Mortgage or financial calculators	37	43	33
Link to firm's Web site	62	56	67
Community information or demographics	29	30	25
School reports	19	23	*
Virtual tours	41	43	*
Links to state and local government Web sites	14	16	*
Current mortgage rates	17	19	*
Home valuation or Comparative Market Analysis	29	32	*
Chat Live	8	13	25
Links to mortgage lenders' Web sites	17	16	*
Links to real estate service providers	14	15	25
Link to National Association of REALTORS®	6	5	*
Link to social media	43	46	67
Appointment scheduler	27	26	*
Link to commercial information exchange (CIE)	2	2	*
Link to local association	7	5	33
Link to state association	5	2	*
Other	5	6	*

* Less than 1 percent

U.S.

	ALL REALTORS®	BROKERAGE SPECIALISTS	
		Residential	Commercial
Own property listings	81%	86%	66%
Information about home buying and selling	69	73	29
Link to firm's Web site	66	65	71
Link to social media	43	46	39
Mortgage or financial calculators	42	45	32
Virtual tours	37	40	21
Analysis tools	29	33	9
Community information or demographics	24	28	7
Appointment scheduler	23	22	17
School reports	22	25	4
Current mortgage rates	16	17	12
Links to state and local government Web sites	14	16	8
Links to real estate service providers	14	15	9
Links to mortgage lenders' Web sites	13	14	12
Chat Live	11	12	6
Link to local association	8	7	13
Link to National Association of REALTORS®	7	6	3
Link to state association	5	4	9
Link to commercial information exchange (CIE)	2	1	10
Other	4	4	5

TECHNOLOGY & REALTORS®

Exhibit 5-10

ACTIVE USE OF SOCIAL OR PROFESSIONAL NETWORKING WEB SITES

(Percentage Distribution)

Florida

Use of Social Media for Professional or Personal Use:

Professional Use:		Personal Use:	
Facebook	70%	Facebook	75%
LinkedIn	54	LinkedIn	22
Instagram	45	Instagram	46
Twitter	22	Twitter	21
Pinterest	8	Pinterest	30
Snapchat	6	Snapchat	20
ActiveRain	3	ActiveRain	3
Blog	7	Blog	4
TikTok	3	TikTok	13
YouTube	26	YouTube	34
Do not use social media	28	Do not use social media	31

U.S.

	Professional Use:	Personal Use:
Facebook	74%	76%
LinkedIn	56	21
Instagram	44	47
YouTube	26	33
Twitter	19	21
Pinterest	9	31
Blog	6	4
Snapchat	4	19
ActiveRain	3	2
TikTok	3	12
Do not use social media	27	28

TECHNOLOGY & REALTORS®

Exhibit 5-11

USE OF DRONES IN REAL ESTATE BUSINESS OR OFFICE

(Percentage Distribution)

Florida

Yes, personally use drones	7%
Yes, hire a professional to operate a drone for my business	37
Yes, someone in office uses drones	13
Not currently, but plan to in the future	13
No, do not use drones	16
Don't Know	14

U.S.

Yes, personally use drones	6%
Yes, hire a professional to operate a drone for my business	36
Yes, someone in office uses drones	14
Not currently, but plan to in the future	12
No, do not use drones	21
Don't know	12

TECHNOLOGY & REALTORS®

Exhibit 5-12

CUSTOMER INQUIRIES GENERATED FROM WEB SITE, 2020

(Percentage Distribution)

Florida

	ALL REALTORS®	LICENSED AS:		MAIN FUNCTION IN FIRM					
		Broker/ Associate	Sales Agent	Broker- Owner (without selling)	Broker- Owner (with selling)	Associate Broker	Manager (without selling)	Manager (with selling)	Sales Agent
None	55%	38%	59%	50%	49%	30%	25%	22%	59%
1 to 5 inquiries	28	32	27	*	32	39	25	33	27
6 to 10 inquiries	6	11	4	*	8	4	*	11	5
11 to 20 inquiries	3	2	4	*	*	4	*	11	3
21 to 50 inquiries	6	10	4	*	8	13	50	11	4
51 to 100 inquiries	1	2	1	*	3	*	*	*	1
More than 100 inquiries	2	6	1	50	*	9	*	11	1
Median (inquiries)	1	2	*	*	2	4	6	50	*

* Less than 1 percent

U.S.

	ALL REALTORS®		LICENSED AS:		MAIN FUNCTION IN FIRM					
	In 2020	In 2019	Broker/ Associate	Sales Agent	Broker- Owner (without selling)	Broker- Owner (with selling)	Associate Broker	Manager (without selling)	Manager (with selling)	Sales Agent
None	54%	54%	45%	59%	29%	35%	51%	36%	35%	59%
1 to 5 inquiries	28	29	32	26	31	34	32	19	26	27
6 to 10 inquiries	6	6	7	5	6	8	6	*	12	5
11 to 20 inquiries	4	4	6	3	3	8	5	8	10	3
21 to 50 inquiries	4	4	5	4	11	7	4	21	7	3
51 to 100 inquiries	2	2	2	1	7	5	1	*	4	1
More than 100 inquiries	2	2	3	1	14	3	1	16	7	1
Median (inquiries)	*	*	1	*	2	2	*	5	3	*

* Less than 1 percent

TECHNOLOGY & REALTORS®

Exhibit 5-13

CUSTOMER INQUIRIES GENERATED FROM WEB SITE BY AMOUNT SPENT TO MAINTAIN, 2020

(Percentage Distribution)

Florida

		AMOUNT SPENT TO MAINTAIN THE WEB SITE:				
		None	Less than \$100	\$100 to \$499	\$500 to \$999	\$1,000 or more
ALL REALTORS®						
None	55%	69%	54%	53%	44%	20%
1 to 5 inquiries	28	21	34	31	34	33
6 to 10 inquiries	6	3	7	5	5	13
11 to 20 inquiries	3	3	*	4	2	7
21 to 50 inquiries	6	2	4	4	10	15
51 to 100 inquiries	1	*	1	1	2	4
More than 100 inquiries	2	1	*	2	2	9
Median (inquiries)	1	*	2	1	2	2

* Less than 1 percent

U.S.

		AMOUNT SPENT TO MAINTAIN THE WEB SITE:				
		None	Less than \$100	\$100 to \$499	\$500 to \$999	\$1,000 or more
ALL REALTORS®						
None	54%	69%	56%	49%	41%	24%
1 to 5 inquiries	28	22	31	35	32	30
6 to 10 inquiries	6	4	5	6	9	12
11 to 20 inquiries	4	2	3	5	5	11
21 to 50 inquiries	4	1	4	3	8	12
51 to 100 inquiries	2	1	1	2	2	5
More than 100 inquiries	2	1	1	1	2	7
Median (inquiries)	*	*	*	1	2	5

TECHNOLOGY & REALTORS®

Exhibit 5-14

BUSINESS GENERATED FROM REALTOR® WEB SITE, 2020

(Percentage Distribution)

Florida

		LICENSED AS:		MAIN FUNCTION IN FIRM					
		Broker/ Broker Associate	Sales Agent	Broker- Owner (without selling)	Broker- Owner (with selling)	Associate Broker	Manager (without selling)	Manager (with selling)	Sales Agent
All REALTORS®									
None	53%	39%	57%	*	42%	40%	33%	14%	57%
1% to 5%	24	26	23	33	28	30	*	29	23
6% to 10%	9	13	8	*	11	15	33	29	8
11% to 25%	8	12	7	33	17	5	*	29	7
26% to 50%	4	7	3	33	3	5	33	*	4
More than 50%	2	4	1	*	*	5	*	*	2
Median (percent of business)	*	3%	*	*	2%	2%	*	7%	*

* Less than 1 percent

U.S.

	All REALTORS®		LICENSED AS:		MAIN FUNCTION IN FIRM					
			Broker/ Broker Associate	Sales Agent	Broker- Owner (without selling)	Broker- Owner (with selling)	Associate Broker	Manager (without selling)	Manager (with selling)	Sales Agent
	In 2020	In 2019								
None	54%	53%	44%	59%	26%	34%	48%	41%	30%	59%
1% to 5%	25	25	28	23	30	29	27	24	28	24
6% to 10%	9	11	12	8	16	14	13	18	15	8
11% to 25%	7	6	9	6	9	15	6	5	16	6
26% to 50%	3	3	4	3	15	7	4	8	4	3
More than 50%	2	2	2	2	4	1	1	4	8	2
Median (percent of business)	*	*	2%	*	4%	3%	1%	3%	4%	*

* Less than 1 percent

TECHNOLOGY & REALTORS®

Exhibit 5-15

BUSINESS GENERATED FROM REALTOR® WEB SITE, BY AMOUNT SPENT TO MAINTAIN, 2020

(Percentage Distribution)

Florida

		AMOUNT SPENT TO MAINTAIN THE WEB SITE:				
ALL REALTORS®		None	Less than \$100	\$100 to \$499	\$500 to \$999	\$1,000 or more
None	53%	70%	57%	46%	42%	21%
1% to 5%	24	21	27	24	24	23
6% to 10%	9	4	8	15	5	19
11% to 25%	8	3	3	7	18	28
26% to 50%	4	1	2	4	8	6
More than 50%	2	1	2	3	3	2
	*	*	*	2%	2%	7%
Median (percent of business)						

* Less than 1 percent

U.S.

		AMOUNT SPENT TO MAINTAIN THE WEB SITE:				
ALL REALTORS®		None	Less than \$100	\$100 to \$499	\$500 to \$999	\$1,000 or more
None	54%	71%	55%	48%	40%	23%
1% to 5%	25	19	29	29	27	27
6% to 10%	9	5	8	11	12	17
11% to 25%	7	3	6	7	12	19
26% to 50%	3	2	2	3	5	7
More than 50%	2	1	1	1	4	6
	*	*	*	1%	2%	5%
Median (percent of business)						

TECHNOLOGY & REALTORS®

Exhibit 5-16

BUSINESS GENERATED FROM REALTOR® SOCIAL MEDIA, 2020

(Percentage Distribution)

Florida

	LICENSED AS:			MAIN FUNCTION IN FIRM					
	All REALTORS®	Broker/ Associate	Sales Agent	Broker- Owner (without selling)	Broker- Owner (with selling)	Associate Broker	Manager (without selling)	Manager (with selling)	Sales Agent
None	48%	47%	48%	25%	47%	36%	33%	40%	50%
1% to 5%	20	23	20	25	19	27	*	30	20
6% to 10%	9	8	10	*	11	15	33	*	9
11% to 25%	9	10	8	*	12	6	*	*	9
26% to 50%	5	5	5	*	5	3	*	*	5
More than 50%	3	3	4	25	2	9	*	10	3
Median (percent of business)	1%	2%	1%	*	*	3%	8%	2%	*

* Less than 1 percent

U.S.

	LICENSED AS:			MAIN FUNCTION IN FIRM					
	All REALTORS®	Broker/ Associate	Sales Agent	Broker- Owner (without selling)	Broker- Owner (with selling)	Associate Broker	Manager (without selling)	Manager (with selling)	Sales Agent
None	46%	42%	47%	43%	39%	43%	25%	31%	47%
1% to 5%	20	20	20	20	20	20	17	20	19
6% to 10%	10	12	9	8	13	13	19	13	10
11% to 25%	8	10	7	2	13	9	*	15	7
26% to 50%	5	5	5	13	5	4	7	6	5
More than 50%	4	3	4	3	3	2	*	5	4
Median (percent of business)	2%	3%	2%	2%	3%	2%	8%	5%	2%

* Less than 1 percent

DEMOGRAPHIC CHARACTERISTICS OF REALTORS®

Exhibit 6-1	GENDER OF REALTORS®, BY AGE
Exhibit 6-2	GENDER OF REALTORS®, BY EXPERIENCE
Exhibit 6-3	GENDER OF REALTORS®, BY FUNCTION
Exhibit 6-4	AGE OF REALTORS®, 1999-2021
Exhibit 6-5	AGE OF REALTORS®, BY FUNCTION
Exhibit 6-6	AGE OF REALTORS®, BY REAL ESTATE EXPERIENCE
Exhibit 6-7	FORMAL EDUCATION OF REALTORS®
Exhibit 6-8	PRIOR FULL-TIME CAREERS OF REALTORS®
Exhibit 6-9	PRIOR FULL-TIME CAREER OF REALTORS®, BY REAL ESTATE EXPERIENCE
Exhibit 6-10	REAL ESTATE IS ONLY OCCUPATION
Exhibit 6-11	MARITAL STATUS OF REALTORS®
Exhibit 6-12	SIZE OF REALTOR® HOUSEHOLDS, BY AGE
Exhibit 6-13	RACIAL AND ETHNIC DISTRIBUTION OF REALTORS®, BY REAL ESTATE EXPERIENCE
Exhibit 6-14	RACIAL AND ETHNIC DISTRIBUTION OF REALTORS®, BY AGE
Exhibit 6-15	GROSS HOUSEHOLD INCOME OF REALTORS®, BY REAL ESTATE EXPERIENCE, 2020
Exhibit 6-16	REAL ESTATE IS PRIMARY SOURCE OF INCOME FOR HOUSEHOLD
Exhibit 6-17	HOMEOWNERSHIP OF REALTORS®, BY AGE
Exhibit 6-19	REAL ESTATE INVESTMENTS OF REALTORS®
Exhibit 6-20	VOTING PATTERN OF REALTORS®
Exhibit 6-20	VOLUNTEERS IN COMMUNITY
Exhibit 6-22	LANGUAGE FLUENCY OF REALTORS®, BY AGE
Exhibit 6-23	COUNTRY OF BIRTH OF REALTORS®, BY AGE
Exhibit 6-23	SELF OR SPOUSE/PARTNER IS ACTIVE MILITARY OR VETERAN
Exhibit 6-18	OWN SECONDARY PROPERTY

DEMOGRAPHIC CHARACTERISTICS OF REALTORS[®]

Exhibit 6-1

GENDER OF REALTORS[®], BY AGE

(Percentage Distribution)

Florida

	All REALTORS [®]	Age			
		39 or younger	40 to 49	50 to 59	60 or older
Male	33%	40%	38%	29%	32%
Female	65%	58%	60%	68%	67%
Non-binary/third gender	*	*	*	1%	*
Prefer to self-describe	*	*	*	1%	*
Prefer not to say	2%	2%	2%	1%	1%

U.S.

	All REALTORS [®]	Age			
		39 or younger	40 to 49	50 to 59	60 or older
Male	33%	33%	32%	31%	37%
Female	65	65	67	68	62
Non-binary/third gender	*	*	*	*	*
Prefer to self-describe	*	*	*	*	*
Prefer not to say	2	2	1	1	1

DEMOGRAPHIC CHARACTERISTICS OF REALTORS®

Exhibit 6-2

GENDER OF REALTORS®, BY EXPERIENCE

(Percentage Distribution)

Florida

	All REALTORS®	Real estate experience			
		2 years or less	3 to 5 years	6 to 15 years	16 years or more
All REALTORS®					
Male	33%	36%	32%	33%	30%
Female	65%	62%	64%	67%	68%
Non-binary/third gender	*	*	*	*	*
Prefer to self-describe	*	*	1%	*	*
Prefer not to say	2%	2%	3%	1%	1%
Brokers/Broker Associates					
Male	38%	*	40%	41%	35%
Female	61%	*	55%	59%	65%
Non-binary/third gender	*	*	*	*	*
Prefer to self-describe	1%	*	5%	*	*
Prefer not to say	*	*	*	*	*
Sales Agents: Work 40+ hours					
Male	36%	42%	42%	33%	21%
Female	63%	57%	56%	67%	79%
Non-binary/third gender	*	*	*	*	*
Prefer to self-describe	*	*	*	*	*
Prefer not to say	1%	2%	3%	*	*
Sales Agents: Work less than 40 hours					
Male	30%	33%	23%	33%	27%
Female	67%	65%	71%	66%	68%
Non-binary/third gender	*	*	*	*	2%
Prefer to self-describe	*	*	*	*	*
Prefer not to say	3%	3%	5%	2%	3%

U.S.

	All REALTORS®	Real estate experience			
		2 years or less	3 to 5 years	6 to 15 years	16 years or more
All REALTORS®					
Male	33%	32%	31%	32%	34%
Female	65	66	66	66	64
Non-binary/third gender	*	*	*	*	*
Prefer to self-describe	*	*	*	*	*
Prefer not to say	2	1	2	1	2
Brokers/Broker Associates					
Male	37%	35%	35%	33%	39%
Female	61	63	63	65	59
Non-binary/third gender	*	*	*	*	*
Prefer to self-describe	*	*	*	*	*
Prefer not to say	2	1	2	1	2
Sales Agents: Work 40+ hours					
Male	33%	36%	32%	35%	28%
Female	65	62	65	62	69
Non-binary/third gender	*	*	*	*	*
Prefer to self-describe	*	*	*	*	*
Prefer not to say	2	1	3	2	2
Sales Agents: Work less than 40 hours					
Male	28%	28%	29%	29%	27%
Female	70	70	69	70	71
Non-binary/third gender	*	*	*	*	*
Prefer to self-describe	*	*	*	*	*
Prefer not to say	2	2	2	1	2

DEMOGRAPHIC CHARACTERISTICS OF REALTORS®

Exhibit 6-3

GENDER OF REALTORS®, BY FUNCTION

(Percentage Distribution)

Florida

	All REALTORS®	Licensed as		Main Function in Firm						
		Brokers/ Broker Associates	Sales Agents	Broker-Owner (without selling)	Broker- Owner (with selling)	Associate Broker	Manager (without selling)	Manager (with selling)	Sales Agent Appraiser	
Male	33%	38%	32%	75%	37%	35%	*	40%	33%	50%
Female	65%	61%	66%	25%	63%	65%	100%	60	65	50%
Non-binary/third gender	*	*	*	*	*	*	*	*	*	*
Prefer to self-describe	*	1%	*	*	*	*	*	*	*	*
Prefer not to say	2%	*	2%	*	*	*	*	*	2%	*

U.S.

	All REALTORS®	Licensed as		Main Function in Firm						
		Brokers/ Broker Associates	Sales Agents	Broker-Owner (without selling)	Broker- Owner (with selling)	Associate Broker	Manager (without selling)	Manager (with selling)	Sales Agent Appraiser	
Male	33%	37%	31%	57%	46%	33%	19%	34%	31%	61%
Female	65	61	67	43	52	65	79	64	67	37
Non-binary/third gender	*	*	*	*	*	*	*	*	*	*
Prefer to self-describe	*	*	*	*	*	*	*	*	*	*
Prefer not to say	2	2	2	*	1	1	2	2	2	2

DEMOGRAPHIC CHARACTERISTICS OF REALTORS®

Exhibit 6-4

AGE OF REALTORS®, 1999-2021

(Percentage Distribution)

Florida

	2021
Under 30 years	5%
30 to 34 years	6
35 to 39 years	6
40 to 44 years	8
45 to 49 years	11
50 to 54 years	12
55 to 59 years	15
60 to 64 years	16
65 years and over	20
Median age	55

U.S.

	1999	2001	2003	2005	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Under 30 years	4%	4%	5%	5%	5%	5%	4%	4%	3%	2%	2%	3%	2%	5%	4%	5%	4%	4%	5%
30 to 34 years	5	6	6	6	6	6	4	5	4	4	4	4	4	6	6	6	6	5	5
35 to 39 years	9	9	9	8	8	8	7	6	5	5	5	5	5	8	8	7	8	8	8
40 to 44 years	12	12	13	12	12	10	9	8	9	9	8	7	7	10	9	8	9	9	10
45 to 49 years	15	14	12	13	14	13	12	12	11	11	10	10	10	12	12	11	11	10	10
50 to 54 years	17	18	16	16	16	15	16	15	15	15	13	16	15	15	15	15	15	14	14
55 to 59 years	15	16	15	16	16	16	15	16	16	16	17	16	16	15	15	16	16	16	15
60 to 64 years	11	10	12	12	13	14	15	16	16	16	16	16	16	14	13	13	14	13	13
65 years and over	13	12	12	13	12	14	17	17	22	22	25	24	25	16	17	20	19	21	20
Median age	52	52	51	52	51	52	54	54	56	56	57	56	57	53	53	54	54	55	54

DEMOGRAPHIC CHARACTERISTICS OF REALTORS®

Exhibit 6-5

AGE OF REALTORS®, BY FUNCTION

(Percentage Distribution)

Florida

	All REALTORS®	Licensed as		Main Function in Firm						
		Brokers/ Broker Associates	Sales Agents	Broker- Owner (without selling)	Broker- Owner (with selling)	Associate Broker	Manager (without selling)	Manager (with selling)	Sales Agent	Appraiser
Under 30 years	5%	3%	6%	*	2%	3%	*	0%	5%	*
30 to 34 years	6	2	7	*	2	*	*	0	7	*
35 to 39 years	6	1	8	*	2	3	*	10	7	*
40 to 44 years	8	8	8	*	8	10	*	0	9	*
45 to 49 years	11	9	12	*	8	10	33	20	11	33
50 to 54 years	12	9	13	*	15	3	33	20	12	*
55 to 59 years	15	18	15	75	23	26	*	*	14	33
60 to 64 years	16	16	16	25	15	10	33	20	17	*
65 years and over	20	33	16	*	25	35	*	30	19	33
Median age	55	59	53	58	56	58	52	57	54	55

* Less than one percent

U.S.

	All REALTORS®	Licensed as		Main Function in Firm						
		Brokers/ Broker Associates	Sales Agents	Broker- Owner (without selling)	Broker- Owner (with selling)	Associate Broker	Manager (without selling)	Manager (with selling)	Sales Agent	Appraiser
Under 30 years	5%	3%	6%	*	1%	4%	2%	2%	5%	*
30 to 34 years	5	3	6	*	1	4	4	2	6	1
35 to 39 years	8	6	9	1	5	7	8	7	9	1
40 to 44 years	10	7	11	*	5	9	1	9	10	8
45 to 49 years	10	9	10	12	9	9	8	11	10	11
50 to 54 years	14	13	14	12	15	13	25	19	14	16
55 to 59 years	15	16	15	19	19	16	7	13	15	14
60 to 64 years	13	14	12	10	15	15	22	15	13	13
65 years and over	20	28	16	46	31	24	24	22	18	36
Median age	54	57	52	63	58	56	58	55	53	59

* Less than one percent

DEMOGRAPHIC CHARACTERISTICS OF REALTORS®

Exhibit 6-6

AGE OF REALTORS®, BY REAL ESTATE EXPERIENCE

(Percentage Distribution)

Florida

	All REALTORS®	Real estate experience			
		2 years or less	3 to 5 years	6 to 15 years	16 years or more
Under 30 years	5%	14%	4%	2%	*
30 to 34 years	6	10	7	6	*
35 to 39 years	6	11	14	3	1
40 to 44 years	8	10	19	6	3
45 to 49 years	11	14	17	11	6
50 to 54 years	12	13	13	12	9
55 to 59 years	15	15	12	17	17
60 to 64 years	16	9	11	21	22
65 years and over	20	4	3	23	42
Median age	55	46	47	58	63

* Less than one percent

NA- Not Applicable

U.S.

	All REALTORS®	Real estate experience			
		2 years or less	3 to 5 years	6 to 15 years	16 years or more
Under 30 years	5%	14%	4%	1%	*
30 to 34 years	5	11	9	4	*
35 to 39 years	8	14	15	8	1
40 to 44 years	10	14	14	10	3
45 to 49 years	10	12	15	11	5
50 to 54 years	14	14	15	17	12
55 to 59 years	15	12	14	19	16
60 to 64 years	13	6	8	16	19
65 years and over	20	3	6	16	44
Median age	54	44	47	55	63

NA- Not Applicable

DEMOGRAPHIC CHARACTERISTICS OF REALTORS®

Exhibit 6-7

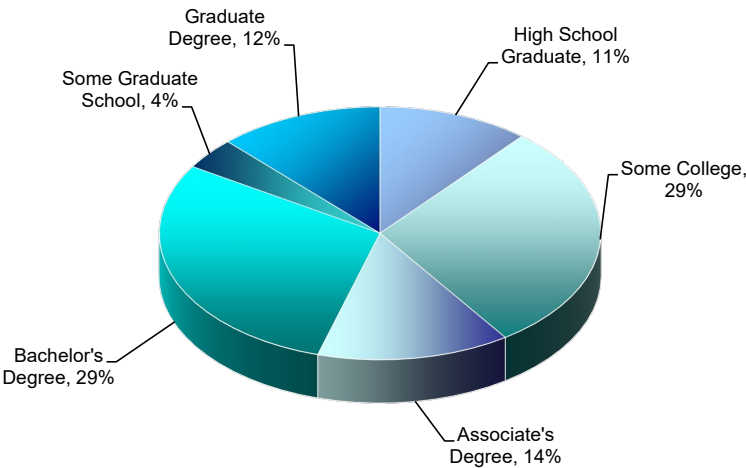
FORMAL EDUCATION OF REALTORS®

(Percentage Distribution)

Florida

All REALTORS®	
High School Graduate	11%
Some College	29%
Associate's Degree	14%
Bachelor's Degree	29%
Some Graduate School	4%
Graduate Degree	12%

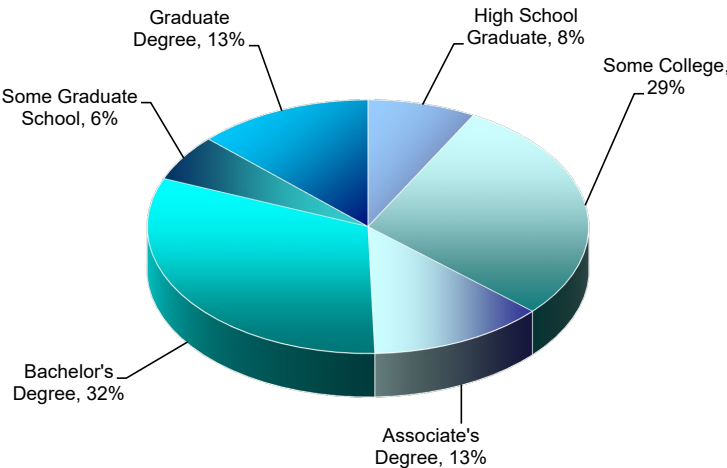
FORMAL EDUCATION OF REALTORS®
(Percentage Distribution)



U.S.

All REALTORS®	
High School Graduate	8%
Some College	29%
Associate's Degree	13%
Bachelor's Degree	32%
Some Graduate School	6%
Graduate Degree	13%

FORMAL EDUCATION OF REALTORS®
(Percentage Distribution)



DEMOGRAPHIC CHARACTERISTICS OF REALTORS®

Exhibit 6-8

PRIOR FULL-TIME CAREERS OF REALTORS®

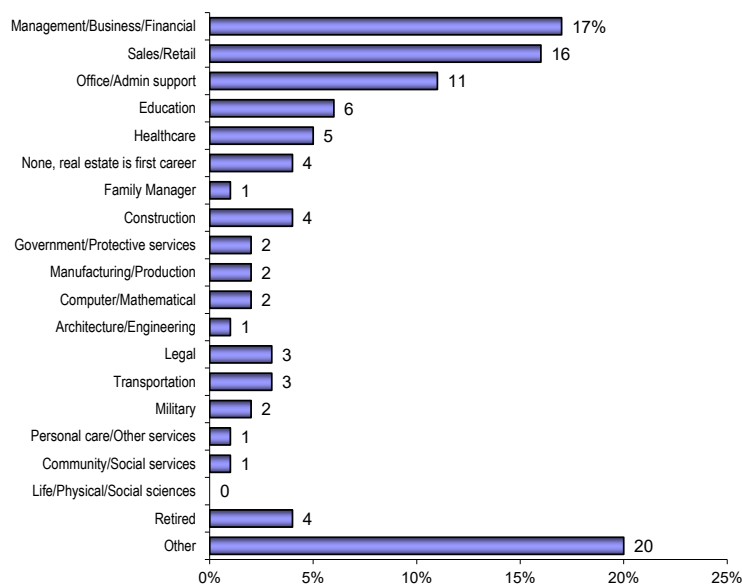
(Percentage Distribution)

Florida

Management/Business/Financial	17%
Sales/Retail	16
Office/Admin support	11
Education	6
Healthcare	5
None, real estate is first career	4
Family Manager	1
Construction	4
Government/Protective services	2
Manufacturing/Production	2
Computer/Mathematical	2
Architecture/Engineering	1
Legal	3
Transportation	3
Military	2
Personal care/Other services	1
Community/Social services	1
Life/Physical/Social sciences	*
Retired	4
Other	20

PRIOR FULL-TIME CAREERS OF REALTORS®

(Percentage Distribution)



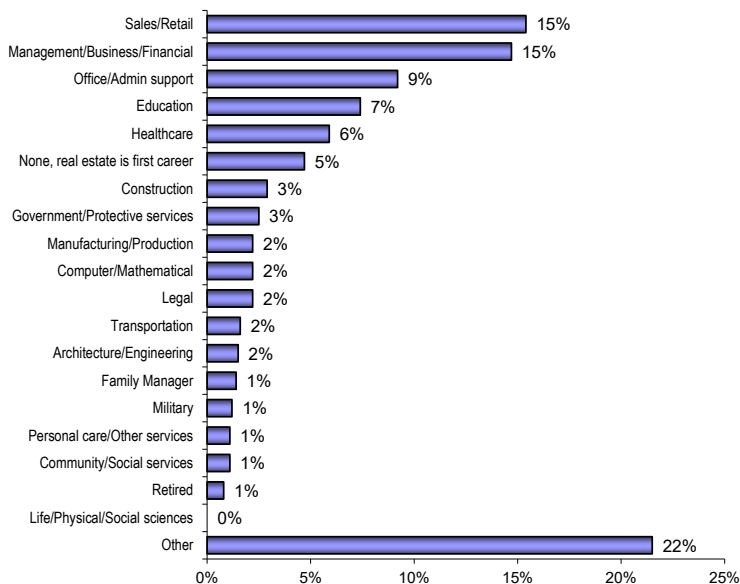
* Less than one percent

U.S.

Sales/Retail	15%
Management/Business/Financial	15
Office/Admin support	9
Education	7
Healthcare	6
None, real estate is first career	5
Construction	3
Government/Protective services	3
Manufacturing/Production	2
Computer/Mathematical	2
Legal	2
Transportation	2
Architecture/Engineering	2
Family Manager	1
Military	1
Personal care/Other services	1
Community/Social services	1
Retired	1
Life/Physical/Social sciences	*
Other	22

PRIOR FULL-TIME CAREERS OF REALTORS®

(Percentage Distribution)



* Less than one percent

DEMOGRAPHIC CHARACTERISTICS OF REALTORS®

Exhibit 6-9

PRIOR FULL-TIME CAREER OF REALTORS®, BY REAL ESTATE EXPERIENCE

(Percentage Distribution)

Florida

	All REALTORS®	Real estate experience			
		2 years or less	3 to 5 years	6 to 15 years	16 years or more
Management/Business/Financial	17%	13%	16%	21%	20%
Sales/Retail	16	17	11	16	16
Office/Admin support	11	10	9	9	13
Education	6	5	9	9	3
None, real estate is first career	*	1	1	*	*
Family Manager	1	1	1	1	2
Healthcare	5	5	4	4	5
Construction	4	4	3	3	3
Computer/Mathematical	2	2	1	4	2
Manufacturing/Production	2	1	2	2	3
Government/Protective services	2	3	3	1	1
Architecture/Engineering	1	1	4	1	*
Legal	3	4	5	3	1
Transportation	3	3	3	5	2
Military	2	2	3	*	2
Personal care/Other services	1	1	2	1	1
Community/Social services	1	1	1	*	1
Life/Physical/Social sciences	*	1	*	1	*
Retired	4	2	3	3	6
Other	20	24	21	17	17

* Less than one percent

U.S.

	All REALTORS®	Real estate experience			
		2 years or less	3 to 5 years	6 to 15 years	16 years or more
Sales/Retail	15%	17%	14%	16%	15%
Management/Business/Financial	15	14	15	16	14
Office/Admin support	9	8	9	9	10
Education	7	8	9	7	6
Healthcare	6	9	6	5	4
None, real estate is first career	5	2	1	4	9
Construction	3	3	3	3	3
Government/Protective services	3	3	3	2	2
Manufacturing/Production	2	2	2	2	3
Computer/Mathematical	2	2	2	3	2
Legal	2	2	3	2	2
Transportation	2	2	2	2	1
Architecture/Engineering	2	1	2	2	1
Family Manager	1	1	1	2	1
Military	1	1	1	1	1
Personal care/Other services	1	1	2	1	1
Community/Social services	1	1	1	1	1
Retired	1	1	1	1	1
Life/Physical/Social sciences	*	*	1	*	*
Other	22	21	22	21	22

* Less than one percent

DEMOGRAPHIC CHARACTERISTICS OF REALTORS®

Exhibit 6-10

REAL ESTATE IS ONLY OCCUPATION

(Percent "Yes")

Florida

	All REALTORS®	Real estate experience			
		2 years or less	3 to 5 years	6 to 15 years	16 years or more
Yes, now and pre-Covid	62%	36%	64%	73%	79%
Was pre-Covid, is not now	4	4	6	1	4
Yes, now is, had another source pre- Covid	12	28	5	6	3
No, has never been	22	32	25	19	14

U.S.

	All REALTORS®	Real estate experience			
		2 years or less	3 to 5 years	6 to 15 years	16 years or more
Yes, now and pre-Covid	64%	34%	62%	75%	81%
Was pre-Covid, is not now	3	3	4	2	3
Yes, now is, had another source pre- Covid	11	26	7	6	4
No, has never been	22	36	27	17	13

DEMOGRAPHIC CHARACTERISTICS OF REALTORS®

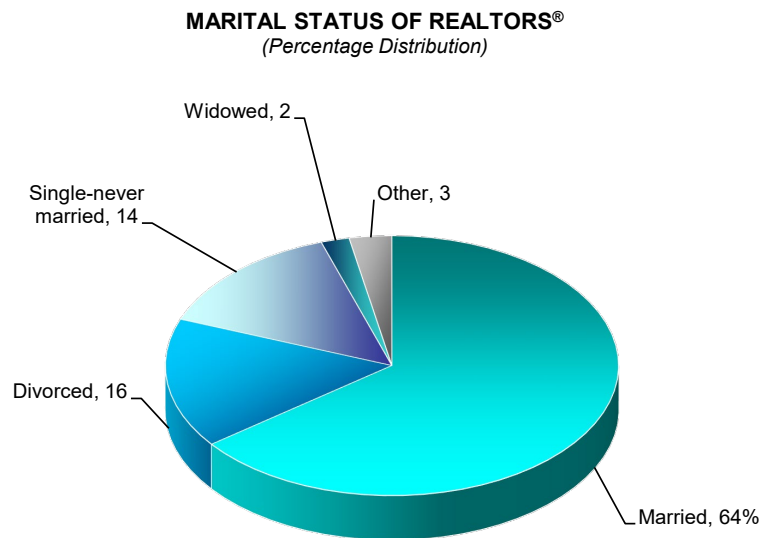
Exhibit 6-11

MARITAL STATUS OF REALTORS®

(Percentage Distribution)

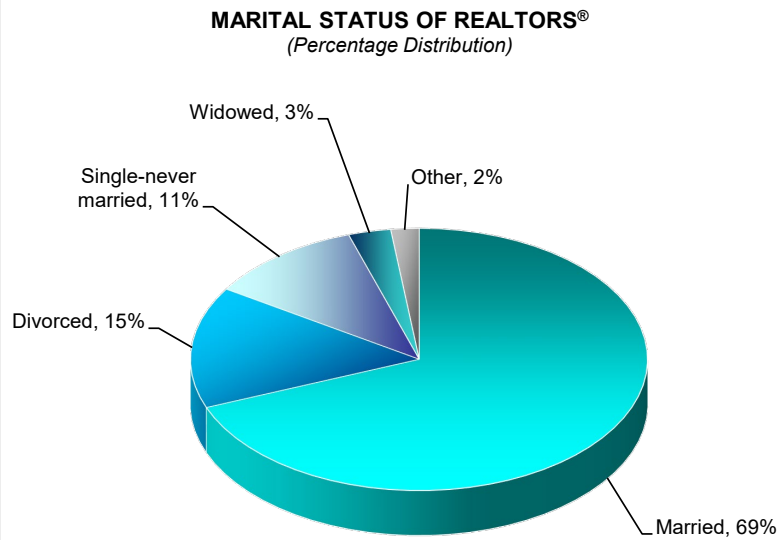
Florida

	All REALTORS®
Married	64%
Divorced	16
Single-never married	14
Widowed	2
Other	3



U.S.

	All REALTORS®
Married	69%
Divorced	15%
Single-never married	11%
Widowed	3%
Other	2%



DEMOGRAPHIC CHARACTERISTICS OF REALTORS[®]

Exhibit 6-12

SIZE OF REALTOR[®] HOUSEHOLDS, BY AGE

(Percentage Distribution)

Florida

	All REALTORS [®]	Age			
		39 or younger	40 to 49	50 to 59	60 or older
1 adult	20%	13%	14%	27%	24%
2 adults	58	59	59	52	64
3 adults	14	15	18	15	10
4 adults	4	6	9	3	1
5 or more adults	3	7	1	3	1
Median (adults)	2	2	2	2	2
0 children	69%	39%	34%	80%	94%
1 child	15	27	31	13	2
2 children	10	17	27	6	2
3 children	4	10	5	2	1
4 or more childrer	2	7	3	*	*
Median (children)	*	1	1	*	*

U.S.

	All REALTORS [®]	Age			
		39 or younger	40 to 49	50 to 59	60 or older
1 adult	21%	15%	18%	23%	24%
2 adults	60	70	60	52	61
3 adults	13	8	16	17	11
4 adults	5	5	5	7	3
5 or more adults	2	2	1	2	1
Median (adults)	2	2	2	2	2
0 children	67%	39%	34%	74%	95%
1 child	14	20	25	16	3
2 children	12	24	27	8	2
3 children	5	12	9	2	*
4 or more childrer	2	5	5	*	*
Median (children)	*	1	1	*	*

DEMOGRAPHIC CHARACTERISTICS OF REALTORS®

Exhibit 6-13

RACIAL AND ETHNIC DISTRIBUTION OF REALTORS®, BY REAL ESTATE EXPERIENCE

(Percentage of Respondents)

Florida

	All REALTORS®	Real estate experience			
		2 years or less	3 to 5 years	6 to 15 years	16 years or more
White	69%	51%	61%	78%	85%
Hispanic/Latino	20	29	32	15	9
Black/African American	7	15	8	3	3
Asian/Pacific Islander	2	5	2	1	1
American Indian/Eskimo/Aleut	1	1	1	1	*
Other	3	3	4	4	3

Note: Respondent could choose more than one racial or ethnic category.

U.S.

	All REALTORS®	Real estate experience			
		2 years or less	3 to 5 years	6 to 15 years	16 years or more
White	78%	71%	75%	79%	83%
Hispanic/Latino	9	13	11	9	6
Black/African American	7	10	8	5	5
Asian/Pacific Islander	6	7	7	6	4
American Indian/Eskimo/Aleut	1	1	2	1	1
Other	3	3	2	3	3

Note: Respondent could choose more than one racial or ethnic category.

* Less than one percent

DEMOGRAPHIC CHARACTERISTICS OF REALTORS®

Exhibit 6-14

RACIAL AND ETHNIC DISTRIBUTION OF REALTORS®, BY AGE

(Percentage of Respondents)

Florida

	All REALTORS®	Age			
		39 or younger	40 to 49	50 to 59	60 or older
White	69%	49%	54%	73%	85%
Hispanic/Latino	20	33	39	16	7
Black/African American	7	18	6	7	4
Asian/Pacific Islander	2	6	4	1	1
American Indian/Eskimo/Aleut	1	*	1	1	*
Other	3	1	3	5	3

Note: Respondent could choose more than one racial or ethnic category.

U.S.

	All REALTORS®	Age			
		39 or younger	40 to 49	50 to 59	60 or older
White	78%	71%	70%	78%	86%
Hispanic/Latino	9	14	15	9	4
Black/African American	7	9	8	7	4
Asian/Pacific Islander	6	7	8	5	5
American Indian/Eskimo/Aleut	1	2	1	1	1
Other	3	2	3	4	2

Note: Respondent could choose more than one racial or ethnic category.

* Less than one percent

DEMOGRAPHIC CHARACTERISTICS OF REALTORS®

Exhibit 6-15

GROSS HOUSEHOLD INCOME OF REALTORS®, BY REAL ESTATE EXPERIENCE, 2020

(Percentage Distribution)

Florida

	All REALTORS®	Licensed as		Real estate experience			
		Brokers/ Broker Associates	Sales Agents	2 years or less	3 to 5 years	6 to 15 years	16 years or more
Less than \$10,000	4%	2%	4%	8%	3%	3%	2%
\$10,000 to \$24,999	6	6	6	9	5	4	5
\$25,000 to \$34,999	7	3	8	9	6	7	4
\$35,000 to \$49,999	8	4	9	11	9	2	8
\$50,000 to \$74,999	15	13	16	17	14	12	17
\$75,000 to \$99,999	14	11	15	13	14	16	14
\$100,000 to \$149,999	22	23	22	18	28	28	17
\$150,000 to \$199,999	9	13	8	6	10	10	11
\$200,000 to \$249,999	7	11	5	5	3	8	10
\$250,000 or more	9	16	7	4	9	8	15
Median	\$92,900	\$123,900	\$86,700	\$69,100	\$98,200	\$110,700	\$100,000

* Less than one percent

U.S.

	All REALTORS®	Licensed as		Real estate experience			
		Brokers/ Broker Associates	Sales Agents	2 years or less	3 to 5 years	6 to 15 years	16 years or more
Less than \$10,000	3%	1%	3%	6%	2%	2%	1%
\$10,000 to \$24,999	4	3	4	7	3	2	2
\$25,000 to \$34,999	4	3	4	7	4	3	2
\$35,000 to \$49,999	7	5	8	9	8	6	6
\$50,000 to \$74,999	12	11	13	17	11	10	12
\$75,000 to \$99,999	14	12	14	13	16	13	13
\$100,000 to \$149,999	21	20	21	20	22	22	19
\$150,000 to \$199,999	13	14	13	11	14	15	14
\$200,000 to \$249,999	9	11	8	6	8	11	12
\$250,000 or more	14	19	12	6	13	17	18
Median	\$116,700	\$137,500	\$109,500	\$82,700	\$113,600	\$131,800	\$136,800

DEMOGRAPHIC CHARACTERISTICS OF REALTORS®

Exhibit 6-16

REAL ESTATE IS PRIMARY SOURCE OF INCOME FOR HOUSEHOLD

(Percent "Yes")

Florida

	All REALTORS®	Licensed as		Real estate experience			
		Brokers/ Broker Associates	Sales Agents	2 years or less	3 to 5 years	6 to 15 years	16 years or more
All REALTORS®	44%	55%	41%	31%	38%	50%	56%
Work less than 40 hours per week	29	35	27	20	19	35	42
Work 40 hours or more per week	65	75	65	51	66	72	78

U.S.

	All REALTORS®	Licensed as		Real estate experience			
		Brokers/ Broker Associates	Sales Agents	2 years or less	3 to 5 years	6 to 15 years	16 years or more
All REALTORS®	46%	55%	41%	29%	39%	51%	58%
Work less than 40 hours per week	27	32	24	16	24	29	38
Work 40 hours or more per week	67	72	63	52	58	70	76

DEMOGRAPHIC CHARACTERISTICS OF REALTORS®

Exhibit 6-17

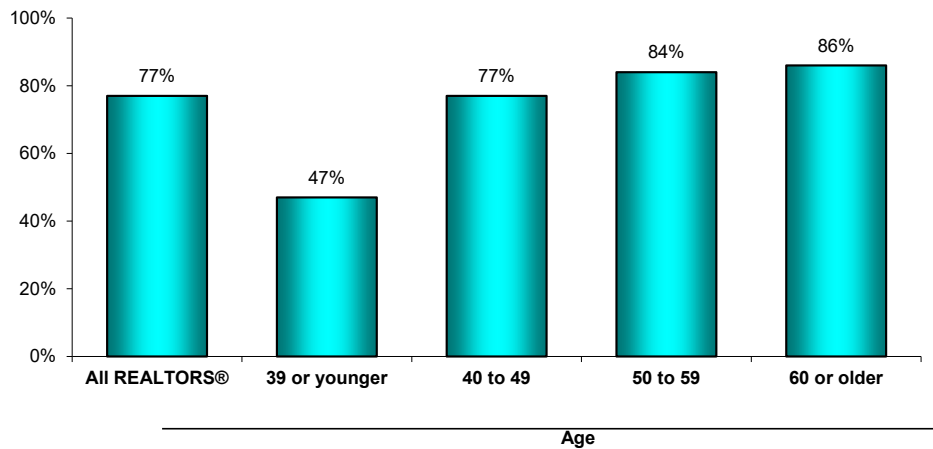
HOMEOWNERSHIP OF REALTORS®, BY AGE

(Percent "Own Primary Residence")

Florida

	All REALTORS®	Age			
		39 or younger	40 to 49	50 to 59	60 or older
Own Home	77%	47%	77%	84%	86%

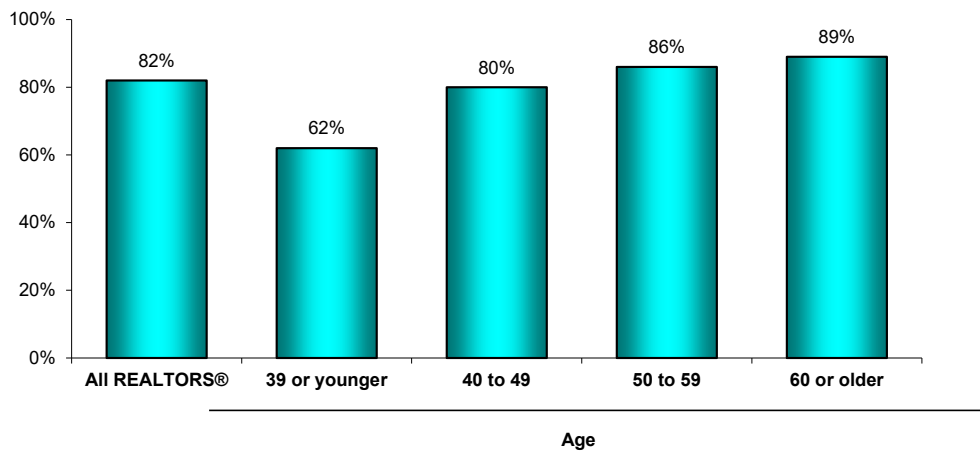
HOME OWNERSHIP RATE BY REAL ESTATE EXPERIENCE



U.S.

	All REALTORS®	Age			
		39 or younger	40 to 49	50 to 59	60 or older
Own Home	82%	62%	80%	86%	89%

HOME OWNERSHIP RATE BY REAL ESTATE EXPERIENCE



DEMOGRAPHIC CHARACTERISTICS OF REALTORS®

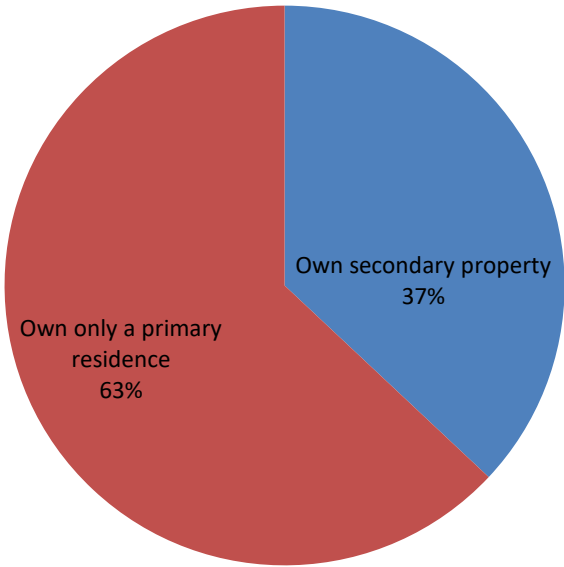
Exhibit 6-18
OWN SECONDARY PROPERTY
(Percentage Distribution)

Florida

Own secondary property	37%
Own only a primary residence	63%

U.S.

Own secondary property	37%
Own only a primary residence	63%



DEMOGRAPHIC CHARACTERISTICS OF REALTORS®

Exhibit 6-19

REAL ESTATE INVESTMENTS OF REALTORS®

(Percentage Distribution)

Florida

All REALTORS®

Vacation Homes	
None	72%
One	24
Two	3
Three or more	1
Residential Properties (except primary residence and vacation homes)	
None	38%
One	33
Two	13
Three or more	16
Commercial Properties	
None	83%
One	12
Two	2
Three or more	3

U.S.

All REALTORS®

Vacation Homes	
None	73%
One	24
Two	3
Three or more	*
Residential Properties (except primary residence and vacation homes)	
None	30%
One	33
Two	14
Three or more	23
Commercial Properties	
None	81%
One	12
Two	2
Three or more	5

* Less than one percent

DEMOGRAPHIC CHARACTERISTICS OF REALTORS®

Exhibit 6-20

VOTING PATTERN OF REALTORS®

(Percent "Yes")

Florida

Registered to vote	93%
Voted in last national election	90
Voted in last local election	78

U.S.

Registered to vote	95%
Voted in last national election	92
Voted in last local election	85

DEMOGRAPHIC CHARACTERISTICS OF REALTORS[®]

Exhibit 6-21

VOLUNTEERS IN COMMUNITY, BY AGE

(Percentage Distribution)

Florida

		Age			
	All REALTORS [®]	39 or younger	40 to 49	50 to 59	60 or older
Volunteers	56%	50%	56%	59%	56%

U.S.

		Age			
	All REALTORS [®]	39 or younger	40 to 49	50 to 59	60 or older
Volunteers	66%	61%	70%	69%	63%

DEMOGRAPHIC CHARACTERISTICS OF REALTORS®

Exhibit 6-22

LANGUAGE FLUENCY OF REALTORS®, BY AGE

(Percentage Distribution)

Florida

		Age			
	All REALTORS®	39 or younger	40 to 49	50 to 59	60 or older
Fluent only in English	72%	65%	54%	71%	84%
Fluent in other languages	28	35	46	29	16

U.S.

		Age			
		39 or younger	40 to 49	50 to 59	60 or older
All REALTORS®					
Fluent only in English	82%	77%	77%	82%	87%
Fluent in other languages	18	23	23	18	13

Spanish	47%
French	7
Chinese (includes Mandarin)	6
Italian	3
Arabic	3

DEMOGRAPHIC CHARACTERISTICS OF REALTORS®

Exhibit 6-23

COUNTRY OF BIRTH OF REALTORS®, BY AGE

(Percentage Distribution)

Florida

		Age			
	All REALTORS®	39 or younger	40 to 49	50 to 59	60 or older
U.S.	76%	79%	60%	77%	83%
Outside U.S.	24	21	40	23	17

U.S.

		Age			
	All REALTORS®	39 or younger	40 to 49	50 to 59	60 or older
U.S.	86%	86%	81%	86%	89%
Outside U.S.	14	14	19	14	11

DEMOGRAPHIC CHARACTERISTICS OF REALTORS®

Exhibit 6-24

SELF OR SPOUSE/PARTNER IS ACTIVE MILITARY OR VETERAN

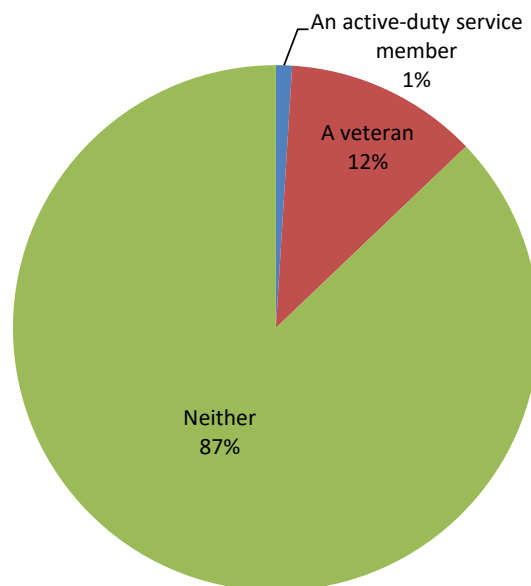
(Percentage Distribution)

Florida

An active-duty service member	1%
A veteran	13%
Neither	86%

U.S.

An active-duty service member	1%
A veteran	12%
Neither	88%





May 27, 2020

Attn: [REDACTED]

Dear Counsel,

This letter along with relevant enclosures constitutes our formal demand for violation of the Federal Fair Housing Act of 1988, Title VIII, 42 U.S.C. § 3601 et seq. and the Florida Fair Housing Act, Fla. Stat. §§ 760.20-760.60, (hereinafter “FFHA” or “FHA”) to be rectified.

Our client, Access4All, Inc. (hereinafter the “Client”), is a not-for-profit organization whose membership consists, in part, of persons with disabilities who live throughout the nation, and others who are committed to, inter alia, equal access, equal opportunity, and equal rights for protected classes.

While attempting to access Respondent’s real estate listing at [REDACTED] (hereinafter “website”) using American Foundation for the Blind (AFB) approved screen-reading software, our client, encountered several access barriers which denied full and equal access to information and/or services related to real estate services offered and made available to the public on the referred website.

The substantial errors and challenges encountered on the website are described as follows:

- a) Home Page - Missing Alternative text error – The video next to “Market Trends” is missing its corresponding link text. The screen reader is silent and is unable to describe what the video is about. User is unable to identify or acknowledge the video shown. Therefore, the user does not know what the video represents or where it would lead if clicked on by accident.
- b) Home Page and all other pages where it appears Social Media Icons - When indicator (mouse) accesses the area where the social media icons are located is silent, the screen reader is unable to tell the user which social media icon it is on. The user is unable to

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utilize the site to follow the company on the various platforms because they do not know which one they are on. There is no other obvious area on the page where these icons are operational. The screen reader is unable to access all the social media icons.

- c) Home Page and all other pages where it appears - Missing Alternative text error – At the right bottom part of the page, the image for “Equal Housing Opportunity” logo does not have its corresponding text. Therefore, the user does not know what these images represent.
- d) Home Page – Missing Alternative Text Error – The three icons for “Landlord Services, Tenant Services and Real Estate” located in the header image, are missing alternative text. When the indicator (mouse) accesses the area where the images are located, the screen reader is silent. As a consequence, the user does not know what these images represent or that they change automatically.

It is important to note and remember that the barriers encountered resulted in a discriminatory impact on those who are visually impaired, in violation of the FHA and FFHA. The discrimination is a direct result of your negligence as the law presumes the party who made such a website acted without due care and violated the FHA and FFHA by publishing information on its website which fails to provide reasonable accommodations for blind and visually impaired persons.

The Fair Housing Act, 42 U.S.C.S. § 3604(c), specifically states:

“...it shall be unlawful:

(c) To make, print, or publish, or cause to be made, printed, or published any notice, statement, or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on race, color, religion, sex, handicap, familial status, or national origin, or an intention to make any such preference, limitation, or discrimination”.

Additionally, the FHA **42 U.S.C. § 3606**, states:

“It shall be unlawful to deny any person access to or membership or participation in any multiple-listing service, real estate brokers' organization or other service, organization, or facility relating to the business of selling or renting dwellings, or to discriminate against him in the terms or conditions of such access, membership, or participation, on account of race, color, religion, sex, handicap, familial status, or national origin.

Lastly, the **Florida Fair Housing Act, FL Stat. §§ 760.23(3)** states:

“It is unlawful to make, print, or publish, or cause to be made, printed, or published, any notice,

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statement, or advertisement with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on race, color, national origin, sex, handicap, familial status, or religion or an intention to make any such preference, limitation, or discrimination”.

The Respondent’s violation of the FHA and FFHA presents unique challenges to members of the blind and visually disabled community in that the violations deprive those within that community of important social, professional and economic benefits that arise from the enjoyment of non-discriminatory housing practices.

As you may know, Congress intended FHA regulations to be enforced by private rights of action in addition to any administrative enforcement by a governmental body. To that end, our client chose to advocate for the enforcement of its members’ rights through the hiring of this firm.

At this time, on behalf of our client we hereby demand that the Respondent undertake the actions necessary to make its website readily accessible to and usable by blind and visually impaired individuals so as to permit our client and those others similarly situated to be able to navigate and comprehend the website using assistive technologies such as screen-reading software.

As a direct and proximate result of Respondent’s non-compliance with FHA regulations our client necessarily incurred damages, attorney’s fees and costs related to its compliance and enforcement efforts, this include but are not limited to: research into the Respondent’s discriminatory housing practices, its diversion of organizational resources and work performed on behalf of our client by this firm.

Unless the Respondent agrees to promptly resolve this matter by taking affirmative actions to ensure that its website is fully accessible to, and independently usable by, blind and visually impaired persons within ten (10) business days of this correspondence, we reserve the right to file the attached complaint against Respondent on behalf of our client.

Should Respondent elect to resolve this matter without litigation, Respondent will receive the following:

1. A conditional release from our client provided the Respondent agrees to remedy the issues discovered on the website within thirty (30) days of resolution;
2. A conditional release from our firm in exchange for reasonable attorney fees and costs, conditioned on compliance within thirty (30) days of resolution; and
3. A WCAG 2.1. & FHA Website Compliance Assessment of the Respondent’s website.

Whether Respondent achieves compliance through pre-suit resolution and remediation or

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protracted litigation rests solely within the Respondent's discretion. To that end, in the unfortunate circumstance that the Respondent fails to respond to this demand by June 10, 2020, we reserve the right to seek judicial enforcement through the attached private cause of action in addition to any administrative remedies that maybe available through the Department of Justice and Secretary of Housing and Urban Development without further notice.

Very truly yours,

/s/ Jennifer Espinet-Portell

Jennifer Espinet-Portell, Esq.

Counsel for Plaintiff

Telephone: 202-754-8155

Florida Bar No: 97890

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

Access4All, Inc. Plaintiff)	<u>JURY TRIAL DEMANDED</u>
)	
)	
)	Case No.:
)	
v.)	
)	
<div style="background-color: black; width: 200px; height: 1.2em; display: inline-block;"></div>)	
Defendant,)	
)	
_____)	

COMPLAINT

COMES NOW, the above-named Plaintiff Access4All, Inc. (hereinafter “Plaintiff”) by and through its undersigned counsel, hereby files its Complaint against Defendant (hereinafter “Defendant”) pursuant to the Federal Fair Housing Act of 1988, Title VIII, 42 U.S.C. § 3601 *et seq* and the Florida Fair Housing Act Fla. Stat. §§ 760.20-760.60, (“FFHA” or “FHA”), and in support thereof states as follows:

THE PARTIES, JURISDICTION & VENUE

1. Plaintiff, Access4All, Inc. is a not-for-profit information source and advocacy group, whose mission is to promote online accessibility and fair housing practices throughout the United States. The Organization is made up of members consisting, among others, of persons with disabilities, such as blind and deafness, who are committed to, inter alia, equal access, equal opportunity, and equal rights for all protected classes.

2. Defendant is a Real Estate Broker who offers real estate listings through the following website: (hereinafter “Website”). The Website is an advertisement which contains limitations, or outright discrimination based on a disability status of a protected class, and the publication of the website therefore constitutes a violation of the FFHA and FHA.

3. Plaintiff brings this civil rights action against Defendants for its failure to design, construct, maintain, and operate its website to be fully accessible to and independently usable by blind or visually impaired people.
4. Because the website indicates limitation and/or discrimination against blind and visually impaired consumers in violation of the above-mentioned Statutes, Plaintiffs seeks a permanent injunction to modify Defendants personal or corporate policies, practices, and procedures so that Defendants website will become and remain accessible to blind and visually impaired consumers.
5. This Court has subject-matter jurisdiction over this action pursuant to 28 U.S.C. § 1331 and 42 U.S.C. § 12181, as Plaintiffs' claims arise under Title VIII of the FHA, 42 U.S.C. § 3601, *et seq.*
6. This Court has personal jurisdiction over Defendant because Defendant advertises through the Website significant residential real estate in the State of Florida.
7. Venue is proper in this District pursuant to 28 U.S.C. §1391 because Defendants conduct and continue to advertise and conduct a substantial amount of their real estate business in this District. Defendant is subject to personal jurisdiction in this District, and a substantial portion of the conduct complained of herein occurred in said District.
8. Defendant has caused to be published notices, statements and/or advertisements on the Website, with respect to real estate related transactions. Defendant may not cause the Website to indicate limitation, or to discriminate based upon a user's handicap.

**PLAINTIFF AND OTHERS ARE ENTITLED TO USE THE INTERNET TO
FIND HOUSING**

9. The Internet has become a vital source of information, a portal, and a tool for conducting business, engaging in everyday activities such as shopping, learning, banking, researching, as well as many other activities for sighted, blind, and visually impaired persons alike. Federal law

defines (1) "interactive computer service" and (2) "information content provider" to mean any person or entity that is responsible, in whole or in part, for the creation or development of information provided through the Internet or any other interactive computer service.⁴⁷ U.S.C.S. § 230(f)(2), (f)(3).

10. In today's technology-driven world, blind and visually impaired people have the ability to access websites using keyboards in conjunction with Internet accessibility software that vocalizes the information displayed on a computer screen or converts the content on a refreshable Braille display. This technology is known as screen-reading software. Screen-reading software is currently the only method by which a blind or visually impaired person may independently access the Internet. Unless websites are designed to be read by screen-reading software, blind and visually impaired persons are unable to fully access websites, and the information, products, and services contained therein.
11. Blind and visually impaired users of personal computers and mobile electronic devices have several screen-reading software programs available to them. JAWS, ChromeVox, NVDA and many more are popular screen-reading software programs available for visually impaired users.
12. For screen-reading software to function, the information on a website must be capable of being rendered into audible text. If the website content is not capable of being rendered into audible text, the screen-reading software is rendered virtually useless and the blind or visually impaired user is unable to access the same content available to sighted users.
13. The international website standards organization, the World Wide Web Consortium, known throughout the world as W3C, has published version 2.1 of the Web Content Accessibility Guidelines ("WCAG 2.1" hereinafter). WCAG 2.1 are well-established guidelines for making websites accessible to blind and visually impaired people as well as other persons who require screen-reading technology to use computers and access the Internet. These guidelines are adopted and followed by business entities who seek to comply with federal law and ensure

that their websites are accessible to individuals with disabilities, including the blind and visually impaired.

14. Inaccessible or otherwise non-compliant websites pose common access barriers to blind and visually impaired persons. Common barriers encountered by blind and visually impaired persons include, but are not limited to, the following: A text equivalent for every non-text element is not provided; Title frames with text are not provided for identification and navigation; Equivalent text is not provided when using scripts; Forms containing the same information and functionality as for sighted persons are not provided; Information about the meaning and structure of content is not conveyed in a manner that is detectable by the screen reading software; Without assistive technology text cannot be resized up to 200 percent without loss of content or functionality; If the content enforces a time limit, the user is not able to extend, adjust or disable it; Web pages do not have titles that describe the topic or purpose; The purpose of each link cannot be determined from the link text alone or from the link text and its programmatically determined link context; One or more keyboard operable user interfaces lack a mode of operation where the keyboard focus indicator is discernible; The default human language of each web page cannot be programmatically determined; When a component receives focus, it may initiate a change in context; Changing the setting of a user interface component may automatically cause a change of context where the user has not been advised before using the component; Labels or instructions are not provided when content requires user input; In content which is implemented by using markup languages, elements do not have complete start and end tags, elements are not nested according to their specifications, elements may contain duplicate attributes and/or any IDs are not unique; Inaccessible Portable Document Formats (PDFs); and, The name and role of all User Interface elements cannot be programmatically determined; items that can be set by the user cannot be programmatically set; and/or notification of changes to these items is not available to user

agents, including assistive technology.

FACTS RELEVANT TO ALL COUNTS

15. Based on information and belief, it is Defendant's policy and practice to deny blind or visually impaired users' access to the Website, and therefore specifically to limit blind or visually impaired users' access to housing
16. Defendant offers the Website listing to the public. The website functions as an advertisement, as defined above, which offers features which should allow all consumers to take steps to view, analyze and apply for real estate transactions.
17. Plaintiff, through its Tester, who is keenly familiar with issues regarding online accessibility as a result of her own disability, visited the Website using the screen reading software on May 15, 2020.
18. While attempting to navigate the Website utilizing NVDA, the Tester encountered multiple accessibility barriers for blind or visually impaired people that include, but are not limited to, the following:
 - a) Home Page - Missing Alternative text error – The video next to “Market Trends” is missing its corresponding link text. The screen reader is silent and is unable to describe what the video is about. User is unable to identify or acknowledge the video shown. Therefore, the user does not know what the video represents or where it would lead if clicked on by accident.
 - b) Home Page and all other pages where it appears Social Media Icons - When indicator (mouse) accesses the area where the social media icons are located is silent, the screen reader is unable to tell the user which social media icon it is on. The user is unable to utilize the site to follow the company on the various platforms because they do not know which one they are on. There is no other obvious area on the page where these

icons are operational. The screen reader is unable to access all the social media icons.

- c) Home Page and all other pages where it appears - Missing Alternative text error – At the right bottom part of the page, the image for “Equal Housing Opportunity” logo does not have its corresponding text. Therefore, the user does not know what these images represent.
 - d) Home Page – Missing Alternative Text Error – The three icons for “Landlord Services, Tenant Services and Real Estate” located in the header image, are missing alternative text. When the indicator (mouse) accesses the area where the images are located, the screen reader is silent. As a consequence, the user does not know what these images represent or that they change automatically.
19. The Plaintiff attempted to access the Website as a blind or visually impaired person would and Tester encountered barriers to access on the Website that indicated limitation or discrimination against blind or visually impaired consumers.
20. The numerous access barriers discovered by Plaintiff effectively makes the Website invisible and inaccessible to the blind or visually impaired, thus actually limiting disabled consumers from the equal and fair opportunity to enjoy the real estate services and information thereof that other non-visually impaired consumers otherwise would.
21. The access barriers the Plaintiff encountered on the Website constitute a denial of Real Estate related advertisements and information to blind and visually impaired consumers and will on a regular basis deter such consumers from accessing the Website.
22. If the Website was not limiting or discriminatory towards the blind or visually impaired, the Plaintiff could navigate the website to gather information, inquire about and/or contact the indicated person utilizing comparable commercially available screen reading software, like those previously identified.

23. Through testers multiple attempts to use the website, Plaintiff has actual knowledge of the access barriers that make these services inaccessible and independently unusable by blind and visually impaired people.
24. Because maintaining and providing a website that is fully and equally accessible to all consumers, using the guidance of the success criteria outlined by the Web Content Accessibility Guidelines (WCAG 2.1), would provide blind and other visually impaired consumers with full and equal access to the Website, Plaintiff alleges that Defendant has engaged in acts of intentional discrimination, including but not limited to the following policies or practices:
- a. Construction and maintenance of a website that is inaccessible to visually impaired individuals;
 - b. Failure to take actions to correct these access barriers in the face of substantial limitation and discrimination to blind and visually impaired consumers.
25. Defendants therefore uses standards, criteria or methods of administration that have the effect of discriminating or perpetuating the discrimination of others, as alleged herein.
26. Due to the Defendants' discriminatory website operation and its failure to provide reasonable accommodations for disabled people and their needs, Plaintiff invokes the provisions of 42 U.S.C. § 12188(a)(2). and seeks a permanent injunction requiring Defendants to remediate the discriminatory issues, which may include that the Defendants retains a qualified consultant acceptable to Plaintiffs (the "Agreed Upon Consultant") to assist Defendants to comply with the FHA by making the website accessible, using the success criteria outlined in the WCAG 2.1 guidelines as a source of reference. Plaintiffs seeks that this permanent injunction require Defendants to: Train Defendant and/or employees and/or agents who develop the Website on accessibility and compliance with the FHA using the success criteria outlined in the WCAG 2.1 guidelines as a source of reference; Regularly review the accessibility of the Website as required by the FHA using the success criteria outlined in the WCAG 2.1 guidelines as a source of

reference; Regularly test end-user accessibility of the website to ensure that the Website is accessible to blind and visually impaired individuals who utilize screen-reading technology; and, Develop an accessibility policy that is clearly disclosed on the website, with contact information for users to report accessibility-related problems and be provided with meaningful resolution after Defendants have investigated and identified the accessibility- related issues.

27. Based on the above it is clear that although Defendants may currently have centralized policies regarding the maintenance and operation of its website, Defendants lack a plan and policy reasonably designed to make the Website fully and equally accessible to, and independently usable by, blind and other visually impaired consumers.

28. Without injunctive relief, blind and visually impaired consumers will continue to be prevented from full use and enjoyment of the Website in violation of their rights, granted and secured by the federal law.

COUNT I – VIOLATIONS OF THE FAIR HOUSING ACT AS TO DEFENDANT

Plaintiff realleges and incorporates by reference all paragraphs of this Complaint alleged above as if fully and completely set forth herein.

29. The Fair Housing Act 42 U.S.C.S. § 3604(c), specifically states: “...it shall be unlawful: (c) To make, print, or publish, or cause to be made, printed, or published any notice, statement, or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on race, color, religion, sex, handicap, familial status, or national origin, or an intention to make any such preference, limitation, or discrimination.

30. Courts have held that 42 U.S.C.S. § 3604(c) applies to a variety of media, including newspapers, brochures, multiple listing services, telecommunication devices for the deaf, a housing complex's pool and building rules, as well as any other published medium. Along the same lines, the United States Department of Housing and Urban Development (“HUD”) has issued a regulation construing § 3604(c) as applying to written notices and statements including

any applications, flyers, brochures, deeds, signs, banners, posters, billboards or any documents used with respect to the sale or rental of a dwelling. See 24 C.F.R. § 100.75.

31. Due to the Defendant's failure to have the website adequately accessible to persons with visual impairments, the Tester was unable to effectively access, navigate and comprehend the website using industry-standard screen-reading software.
32. Therefore, Defendant has violated the FHA and FEHA (and continue to violate said statutes) by denying access to the Website to individuals with disabilities who are visually impaired and who require the assistance of an interface with screen-reading software to adequately comprehend and access internet websites.
33. Defendant has failed to take any prompt and equitable steps to remedy its discriminatory conduct after receiving written notice (such notice is not a pre-requisite to suit but was afforded as a professional courtesy). Notwithstanding the well-established law on the matter and the prompt written notice provided by the Plaintiffs, these violations are ongoing.
34. Plaintiffs requests relief as set forth pursuant to 42 U.S.C. § 12188 and the remedies, procedures, and rights set forth and incorporated therein.

COUNT II –DISPARATE TREATMENT AS TO DEFENDANT

Plaintiff realleges and incorporates by reference all paragraphs of this Complaint alleged above as if fully and completely set forth herein.

35. Visually impaired persons are members of a protected class due to their disability status and Defendant discriminated against such persons by creating unlawful and discriminatory accessibility barriers to the Website in flagrant violation of the Fair Housing Act, (42 U.S.C. §§ 3601 – 3619).
36. Pursuant to 42 U.S.C. § 3606 Discrimination in provision of brokerage services After December 31, 1968, it shall be unlawful to deny any person access to or membership or participation in any multiple-listing service, real estate brokers' organization or other service, organization, or facility

relating to the business of selling or renting dwellings, or to discriminate against him in the terms or conditions of such access, membership, or participation, on account of race, color, religion, sex, handicap, familial status, or national origin.

37. Defendant's operation of the website constitutes discrimination per se by making unavailable or denying full and equal access to its notices, statements, and advertisements to blind and visually impaired persons simply because of their disability.

COUNT III –DISPARATE IMPACT AS TO DEFENDANT

Plaintiff realleges and incorporates by reference all paragraphs of this Complaint alleged above as if fully and completely set forth herein.

38. Defendant discriminated against visually impaired persons in failing to make reasonable modifications to the website (when such modifications are necessary and reasonably achievable), which denied and/or limited access to people with visual disabilities based solely on their protected status.

39. The publishing and promulgation of the Website with its current restrictions have an inherently disparate impact on blind and/or visually impaired consumers in their quest for federally subsidized housing and related information. Said parties who seek to exercise their right to equal access encounter significant barriers when they visit the Website. The publication of the notices, statements and/or advertisements on the Website that limits and/or denies full and equal access to visually impaired people constitutes discrimination under the FHA.

40. Additionally, the Florida Fair Housing Act, FL Stat. §§ 760.23(3) states: "*It is unlawful to make, print, or publish, or cause to be made, printed, or published, any notice, statement, or advertisement with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on race, color, national origin, sex, handicap, familial status, or religion or an intention to make any such preference, limitation, or discrimination*".

41. Defendant's operation of the website constitutes discrimination per se by making unavailable or

denying full and equal access to its notices, statements, and advertisements to blind and visually impaired persons simply because of their disability.

COUNT IV – NEGLIGENCE

Plaintiffs realleges and incorporates by reference all paragraphs of this Complaint alleged above as if fully and completely set forth herein.

42. Pursuant to the FHA and FFHA, and concurrent laws and regulations, Defendant owed a heightened duty of care to provide full and unlimited access to the information on their website to all people including visually disabled people and Defendant breached his duties in failing to provide such access and even limiting such access to visually disabled persons.
43. Defendant owed a heightened duty of care to all persons in the protected class which Plaintiff represents and breached its duty causing those individuals to suffer the loss of important economic and domestic benefits that arise from having equal and unfettered access to information and services that Defendants otherwise provide to the public at large.
44. Defendant owed a heightened duty of care to the visually impaired and failed to exercise reasonable care and acted with reckless and willful disregard of its obligation to comply with the aforementioned provisions.
45. Defendant knew or should have known or could reasonably foresee that its wrongful acts and omissions would discriminate against a protected class of people and violate the FHA, FFHA and concurrent statutes.
46. Plaintiff's members have suffered damages as a result of Defendant's violations of said Statutes.

RELIEF REQUESTED

WHEREFORE, Plaintiffs prays for judgement against Defendant, to wit:

- A. A Declaratory Judgment that, at the commencement of this action, Defendant was in violation of the specific requirements of the FHA and the relevant implementing regulations of the FHA, for Defendant's failure to take action that was reasonably calculated to ensure that its website did

- not function as discriminatory advertising based on a handicap;
- B. A preliminary and permanent injunction enjoining Defendant from further violations of the FHA and FFHA statutes with respect to the Website;
 - C. A preliminary and permanent injunction requiring Defendant to take the steps necessary to make the Website readily accessible to and usable by blind and visually impaired individuals;
 - D. For attorneys' fees and costs pursuant to 42 U.S.C. § 12188(a)(1);
 - E. To the extent damages are awarded for pre-judgment interest to the extent permitted by law;
 - F. For such other and further relief as this Court deems just and proper.

Dated:

Respectfully submitted,

/s/ Jennifer Espinet-Portell
Jennifer Espinet-Portell, Esq.
Counsel for Plaintiff
Telephone: 202-754-8155
Florida Bar No: 97890

Exhibit D



Katie Johnson, General Counsel and Chief Member Experience Officer
430 North Michigan Avenue
Chicago, IL 60611
Phone: (312) 329-8372

August 19, 2020

BY EMAIL AND OVERNIGHT MAIL

Jennifer Portell, Esq.
The Portell Law Group
712 H St. N.W. # 5050
Washington DC, 20002
jeportell@jplawfirm.org

Re: *Demand letters to NAR members*

Dear Ms. Portell:

The National Association of REALTORS® (“NAR”) is a membership organization that represents the interests of over 1.4 million real estate professionals nationwide. NAR’s mission is to empower REALTORS® as they preserve, protect, and advance the right to real property for all. Central to our goal of advancing the right to real property for all people is our strong commitment to uphold and strengthen the Fair Housing Act (“FHA”). REALTORS® abide by a Code of Ethics that demands equal services to be provided to all people and prohibits discrimination on the basis of handicap, race, color, religion, sex, familial status, national origin, sexual orientation, or gender identity. You can find a plethora of resources regarding NAR’s efforts to protect and promote fair housing on our website at: <https://www.nar.realtor/fair-housing>.

It has come to our attention that you have sent hundreds of boilerplate letters to our members in Florida and Massachusetts on behalf of an organization called Access4All, Inc. alleging that they have violated the FHA and their respective state fair housing laws by having real estate brokerage websites that are allegedly not coded to be accessible to people with disabilities. In these letters, you claim that the websites have “barriers which denied full and equal access to information or services related to real estate services offered and made available to the public on the referred website.” It is our understanding that you have demanded monetary payments from our members to avoid being sued. This matter is concerning to NAR because NAR and its members take compliance with the FHA very seriously and we fear that these baseless threats undermine real efforts to advance fair housing for all.

As set forth below, we have significant concerns about the validity of your client’s claims as well as your compliance with the Florida Rules of Professional Conduct for attorneys. Before we take further action, we would appreciate your response to our questions so we can determine appropriate next steps. In the meantime, we ask that you refrain from harassing our members with threats of litigation under the FHA because there is no basis for these claims.

The Fair Housing Act Does Not Support Your Claim. Your letter threatens claims against our members under 42 U.S.C. §§ 3604(c) and 3606. As discussed below, neither of these provisions requires real estate brokers to code their websites to be accessible to individuals with disabilities, and thus your claims are not warranted by existing law. So our first question is, what is your basis for making these legal contentions?

Section 3604(c) does not support your claims as this section seeks to regulate the content of an advertisement or other communication relating to the sale or rental of a dwelling. The invisible code that is used to create a website cannot “indicate any preference, limitation or discrimination” because it is not visible to website users. In addition, detailed guidance issued by the Department of Housing and Urban Development (HUD) specifically about the requirements of Section 3604 confirms that this provision was intended to regulate the content of advertisements, not the code used to create a website.¹

Section 3606 also provides no basis for the claim that websites must be coded in any particular manner. As made clear by HUD’s regulations at 24 CFR § 100.90, Section 3606 prohibits discrimination against real estate professionals seeking access to membership organizations and services relating to real estate sales and rentals. Thus, your client has no standing to assert a claim under this section. Furthermore, none of the examples provided in the HUD regulation even remotely suggest that having a website that is not coded for accessibility would violate Section 3606.

Indeed, our extensive review of all the case law relating to Sections 3604(c) and 3606 shows that no court has ever concluded that these sections require real estate brokers to have a website that is coded in a manner that makes it accessible to individuals with disabilities. We are also unaware of any instance in which HUD or the U.S. Department of Justice (“DOJ”) – both of which have enforcement authority for the FHA -- has ever made such a pronouncement.

Given the complete absence of any indication in the FHA that real estate brokerage websites must be coded to be accessible to individuals with disabilities, no court could find that websites must be coded in an accessible manner without violating due process principles.

No Evidence of Accessibility Barriers. As set forth above, the FHA does not require real estate brokerage websites to be coded in any particular manner. But even if it did, you have provided no evidence that there are barriers on our members’ websites that actually prevent anyone with a disability from obtaining information and services from the websites. Your boilerplate letter typically refers to four issues: (1) Logo Missing Linked Alternative Text; (2) Homepage Page - Empty Link error; (3) Homepage Page – Image Missing Alternative Text; and (4) Homepage page - Missing Form Label. Neither the FHA nor its regulations specify requirements for these website elements. In the absence of such requirements, your client would have to establish that these conditions actually impede a person’s ability to perform key functions or obtain information on the website that are available to people without disabilities. Your letter contains no explanation of how any of these issues impact a person’s ability to perform such functions or obtain information on a website.

We understand that in some instances, you have sent our members reports from automated accessibility scans of their websites. As you should know, automated accessibility scans of websites can produce many false positives (*i.e.* flag issues as barriers when they are actually not) and provide little insight into whether any conditions actually pose a barrier to persons with disabilities. For this reason, your claim that our members’ websites have “barriers which denied full and equal access to information and/or services related to real estate services” is highly misleading and may well violate Rule 4-8.4(c) of the FL Rules of Professional Conduct.

¹ https://www.hud.gov/sites/documents/DOC_7784.PDF.

Frivolous Florida Fair Housing Act Claim. As stated above, you have sent to our members in Florida draft complaints in which your client, Access4All, Inc., asserts a claim under Section 760.23(3) of the Florida Fair Housing Act (“FFHA”). We find this curious because Section 760.34(1) of the FFHA makes clear that “any person who claims to have been injured by a discriminatory housing practice” must first file a complaint with the Florida Commission on Human Relations. Such individuals may only file a lawsuit after administrative remedies have been exhausted, per Section 760.34(4). It is deeply troubling that you and your client would knowingly threaten to assert a claim that is patently frivolous in an attempt to extract a monetary payment from our members. Florida judges do not appreciate these tactics, as evidenced by the sanctions imposed in one case against attorney Scott Dinin who continued to include a Florida Civil Rights Act claim in his complaints even though that law, like the FFHA, requires the exhaustion of administrative remedies.²

Questions Concerning Access4All, Inc. and the Portell Law Group. You claim to represent a non-profit group called Access4All, Inc. We have confirmed that you do not represent the Access4All, Inc. that is registered in Florida. Where is your client registered and incorporated? Please provide the name and contact information of the leader of this organization so that we can verify its mission and membership.

We would also like to know the name of the Access4All, Inc. member on whose behalf Access4All, Inc. would be bringing suit, and if the individual has a sight disability. As you are aware, organizations only have standing to file suit if they have themselves been injured or they are suing on behalf of a member who has been injured. If Access4All, Inc. intends to assert standing based on injury to itself, please describe that injury.

We noticed that your letters to our members were sent from the D.C. office of the Portell Law Group located at 712 H Street Northeast, Unit #5050 - Washington, DC 20002. Can you please explain why these letters were sent from the D.C. office if you are not a member of the D.C. Bar?³

In sum, there is no basis for your client to assert any claims under the FHA or the FFHA against our members, and they will zealously defend themselves with the full support of NAR should your client assert any such claims. We look forward to receiving responses to our questions.

Sincerely,



Katie Johnson
General Counsel & Chief Member Experience Officer

² [Johnson v. Ocaris Mgmt. Group, Case no. 2019 U.S. Dist. LEXIS 144773](#) (S.D.FL. Aug. 23, 2019).

³ As you know, Rule 49 of the D.C. Court of Appeals prohibits the unauthorized practice of law in D.C. by persons not admitted to the D.C. Bar. See <https://www.dccourts.gov/sites/default/files/2017-07/DCCA%20Rule%2049%20Unauthorized%20Practice%20of%20Law.pdf>.



PORTELL LAW GROUP

INFO@PORTELLLAWGROUP.COM

712 H STREET NORTHEAST,

UNIT #5050

WASHINGTON, DC 20002

PHONE: (202) 618-8255

October 8, 2020

Ms. Katie Johnson, General Counsel and
Chief Member Experience Officer
National Association of Realtors
430 North Michigan Avenue
Chicago, Illinois 60611

SENT VIA U.S. MAIL AND EMAIL
KJohnson@nar.realtor

RE: Your Letter of 8/19/2020 re: Demand Letters to NAR Members

Dear Ms. Johnson,

I am responding to the above referenced letter you sent to our Founding Partner, Jennifer Portell. Access4All, Inc. is a non-profit organization registered in Washington, D.C., representing the interests of the disabled, particularly the blind and visually impaired. Its mission is to raise awareness regarding the challenges that disabled people face on a daily basis and to champion equal and fair access to facilities and services that the non-disabled take for granted, including virtual access to services on the worldwide web. Your letter claims that realtors "abide by a Code of Ethics that demands equal services to be provided to all people and prohibits discrimination on the basis of handicap," etc. Yet, at no point do you express any concern for the blind and visually impaired Americans who cannot access real property related services on the internet, that our client tries to achieve.

Instead, your letter denigrates those efforts by downplaying the reality and the legal obligations of realtors, among others, to provide readable websites to the visually impaired, and attempts to whitewash their non-compliance by attacking our client's rights and claims. Demand letters are typically "boilerplate" by nature, so your attempt to belittle them is meaningless and a cheap shot. Your baseless claim that the "NAR and its members take compliance with the FHA very seriously" is belied by the substance of your letter and the fact that so many realtors do not, in fact, have compliant websites that the visually impaired can "read."

As a former member of the Florida Supreme Court Commission on Professionalism and Civility, and a current member of the 11th Circuit Court of Florida's Local Professionalism Panel which takes complaints about attorney's violations of the Florida Rules of Professional Responsibility before they are possibly escalated to The Florida Bar, whose President at the time appointed me to the Commission, ratified by then-Chief Justice Fred Lewis, your threats do not intimidate me. I also currently serve on the Dade County Bar Association's Professionalism Committee and interact regularly with the Chief Judge and other senior judges of our circuit, who know me quite well. I can assure you that my professionalism is well known by The Florida Bar and by Florida's judges and attorneys as unimpeachable. So do not be too "concerned."

Our client's demands are neither threats, harassment, and most certainly not trivial or unfounded. It would appear, however, that your letter to us is indeed threatening. I warn you that is sanctionable under

Federal Law. Furthermore, I do not intend to litigate our clients' claims in correspondence, and will only say that the Federal FHA does, in fact, support our client's claims, and there is countless case law supporting the Federal Law; look them up. It is interesting to note that there is not one defense attorney involved in the few cases we litigate (because most respondents care about their website being compliant and accessible to the visually impaired, and settle pre-suit, and few go to court—the ones that show no concern or interest in aiding the blind) ever file a motion to dismiss for the "concerns" you mention; and about half of those settle in mid-litigation when they realize they have no defense to the charge of discriminatory practices.

We will have no problem "establish[ing] that [non-compliant] conditions actually impede a person's ability to perform key functions or obtain information on the websites that are available to people without disabilities;" our tester is blind! An example of a Florida Realtor who was extremely responsive and supportive of our client's claim is attached for your review; he is also blind!

The choice is simple, either a respondent can settle pre-suit and voluntarily agree to make their website compliant, or have a court order an injunction forcing them as a defendant to do it. Either way, our client will get a respondent/defendant to provide access to the visually impaired and will win their attorney's fees.

For what it is worth, we will not be filing under the Florida Fair Housing Act, as your statements in that regard are correct. We acknowledge that a cause of action under the Florida FHA was ill-founded; we no longer do so. Thus, that concern is moot. As for your "Scott Dinin," he has nothing to do with our firm or client, and comparing our attorneys to some outside actor is indeed a frivolous and insulting comment, not condoned by rules of civility or professionalism.

Finally, while Ms. Portell is not a member of the DC Bar, it does not preclude her being the author of our client's demand letters; that is not, strictly speaking, the practice of law and she would only file suit in Florida. We have attorneys nationwide to file suit as needed in their respective jurisdictions. Regardless, future demand letters will be sent by our Managing Attorney, Andre Raikhelson, who is a member of the DC and Florida Bars.

I have addressed your concerns to the extent that they deserve.

For the Firm,



Manuel Pérez-Leiva, J.D., LL.L.
Co-Managing Attorney
Portell Law Group

Enclosure: Lenson Realty Letter of Support

Cc: Andre Raikhelson, Esq., Jerome Ramsaran, Esq., and Jennifer Portell, Esq.



Katie Johnson, General Counsel and Chief Member Experience Officer
430 North Michigan Avenue
Chicago, IL 60611
Phone: (312) 329-8372

November 10, 2020

BY EMAIL

Manuel Perez-Leiva, Esq.
Co-Managing Attorney
Portell Law Group
712 H St. NE
Washington, D.C. 20002

Re: *Demand letters to NAR members*

Dear Mr. Perez-Leiva:

On August 19, 2020, the National Association of Realtors (NAR) sent you a letter requesting that your colleague, Jennifer Portell, cease your firm's campaign of sending out demand letters threatening frivolous claims under the federal Fair Housing Act (FHA) and the Florida Fair Housing Act (FFHA) in an effort to extract monetary payments from our members. Your response, dated October 8, 2020, confirms that (1) the demands your firm has made are baseless, and (2) Ms. Portell was engaged in the unauthorized practice of law in Washington, D.C.

Unauthorized Practice of Law by Ms. Portell in Washington, D.C. Your letter makes no attempt to dispute that Ms. Portell was authoring and sending demand letters from your Washington, D.C. office. It also acknowledges that Ms. Portell is not a member of the D.C. Bar, but argues that this "does not preclude her from being the author of our client's demand letter." You are mistaken.

Rule 49(a) of the D.C. Court of Appeals¹ states: "Except as otherwise permitted by these rules, no person may engage in the practice of law in the District of Columbia or in any manner hold out as authorized or competent to practice law in the District of Columbia unless enrolled as an active member of the D.C. Bar." Rule 49(b)(2)(D) states that "[o]ne is presumed to be practicing law when engaging in any of the following conduct on behalf of another: ... (D) Preparing any claims, demands or pleadings of any kind, or any written documents containing legal argument or interpretation of law...." The many demand letters that Ms. Portell authored and sent from your D.C. office clearly fall within the scope of this provision. Thus, Ms. Portell, with the firm's apparent approval, engaged in the unauthorized practice of law in Washington D.C.

Misrepresentation to NAR Members About the FFHA. Not only did Ms. Portell hold herself out to NAR members that she was authorized to practice law in Washington, D.C., but she also falsely asserted in her many demand letters and draft complaints that Access4All could sue NAR members under the FFHA. That assertion, as you recognize in your letter, is patently false. Thus, your firm knowingly threatened claims which you knew to be utterly frivolous in an effort to extract monetary payments from our members.

¹ See <https://www.dccourts.gov/sites/default/files/2017-07/DCCA%20Rule%2049%20Unauthorized%20Practice%20of%20Law.pdf>.

No Basis for FHA Claims. In our August 19 Letter to Ms. Portell, we asked her to identify the basis of her assertion that the FHA requires real estate brokerage websites to be accessible to individuals with disabilities. We explained in that letter how the plain language of the statutory provisions cited in her letter provide no support for her position. In response, you were unable to cite to a single case, regulation, or guidance that supports your firm's position. Instead, you state that "there is countless case law supporting the federal law; look them up." NAR's counsel has already conducted extensive research for any authority that could support your client's position and has found none. The bottom line is that there is no such authority and your firm's continued threats and phone calls to our members are reprehensible.

No Information About How Alleged Issues Prevented Access to Member Websites. Finally, we asked Ms. Portell how the alleged issues identified in your firm's many demand letters concerning our members' websites impeded your client's ability to use the websites. Your only response is to say that you "will have no problem establishing that noncompliant conditions actually impede a person's ability to perform key functions or obtain on the websites that are available to people without disabilities." Your inability to answer this question confirms that these alleged issues are not barriers to access.

Based on the foregoing, the NAR again requests that your firm and Access4All cease your attempts to intimidate our members into making monetary payments by threatening baseless claims. Please confirm that you will do so within ten (10) days of the date of this letter.

Sincerely,



Katie Johnson
General Counsel & Chief Member Experience Officer

Exhibit G

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 18-CV-24586-PCH
CASE NO. 18-CV-24472-JEM

ALEXANDER JOHNSON,

Plaintiff,

v.

OCARIS MANAGEMENT GROUP INC
d/b/a U-GAS EAST FLAGER,

Defendant.

_____ /

ALEXANDER JOHNSON,

Plaintiff,

v.

27TH AVENUE CARAF, INC. d/b/a Caraf Oil,

Defendant.

_____ /

ORDER IMPOSING SANCTIONS

Twenty-nine years ago, Congress passed the Americans with Disabilities Act (“ADA”) in an effort to remove and prevent barriers for the disabled. *See generally* 42 U.S.C. § 12101, *et seq.* The statute authorizes parties to file lawsuits against those who violate the ADA in order to benefit the disabled whom the ADA serves to protect. *Id.* Lawyers who champion these cases are granted reasonable attorney’s fees for advancing Congress’s laudable goal of protecting the disabled community. *Id.* This is not one of those cases. This case reveals an illicit joint enterprise between Plaintiff, Alexander Johnson, and his attorney, Scott R. Dinin of Scott R. Dinin P.A., to dishonestly

line their pockets with attorney's fees from hapless defendants under the sanctimonious guise of serving the interests of the disabled community. Through this illicit joint enterprise, Johnson and Dinin filed numerous frivolous claims, knowingly misrepresented the billable time expended to litigate these claims, made numerous other misrepresentations to the Court, and improperly shared attorney's fees in violation of the Rules Regulating the Florida Bar, all done without regard to the interests of those with disabilities.¹

I. BACKGROUND

Johnson, who is hearing-impaired and a resident of Broward County, Florida, brought a two-count complaint against Defendant, Ocaris Management Group Inc., doing business as U-Gas East Flagler (*Johnson v. Ocaris Management Group Inc.* (Case No. 18-cv-24586-PCH)) ("Ocaris") and Defendant, 27th Avenue Caraf, Inc. doing business as Caraf Oil (*Johnson v. 27th Avenue Caraf, Inc.* (Case No. 18-cv-24472-JEM)) ("Caraf"). See generally *Ocaris*, [ECF No. 1]; *Caraf*, [ECF No. 1]. These cases are two of 26 identical cases² brought by Johnson in this Court against gas station owners located throughout Miami-Dade and Broward counties for their failure to provide closed captions or a similar capability which would, as he alleges, allow the hearing-impaired "to comprehend the television media features embedded within the gasoline pumps"

¹ Both Johnson and Dinin are serial ADA case filers. Dinin has filed a total of 653 cases between November 2013 and March 2019 with Johnson as the plaintiff in 131 of those cases.

² *Johnson v. Hialeah Gas Station Corp.*, 18-cv-24430-PCH; *Johnson v. RSJ Investments, Inc.*, 18-cv-24431-CMA; *Johnson v. CKC Food Stores, Inc.*, 18-cv-24447-PCH; *Johnson v. Lago Express, Inc.*, 18-cv-24439-MGC; *Johnson v. Simonelli USA Corp.*, 18-cv-24482-DPG; *Johnson v. 27th Avenue Caraf, Inc.*, 18-cv-24472-JEM; *Johnson v. Urbietta Group Investments, LLLP*, 18-cv-24474-UU; *Johnson v. Sunshine Gasoline Distributors*, 18-cv-24567-FAM; *Johnson v. Sunshine Gasoline Distributors, Inc.*, 18-cv-62623-WPD; *Johnson v. Spector Corp.*, 18-cv-62626-BB; *Johnson v. Ocaris Mgmt. Group Inc.*, 18-cv-24586-PCH; *Johnson v. Sunshine Gasoline Distributors, Inc.*, 18-cv-24585-UU; *Johnson v. Sathya Inc.*, 18-cv-24749-MGC; *Johnson v. Fonseca Associates & Partners*, 18-cv-24747-KMW; *Johnson v. Speedway LLC*, 18-cv-62991-BB; *Johnson v. Speedway LLC*, 18-cv-62972-UU; *Johnson v. Speedway LLC*, 18-cv-62998-BB; *Johnson v. Bermans Service Station, Inc.*, 18-cv-63081-DPG; *Johnson v. Hialeah Valero Inc.*, 19-cv-20116-CMA; *Johnson v. Circle K Stores Inc.*, 19-cv-60077-KMW; *Johnson v. Fuel Life 1, LLC*, 19-cv-60231-WPD; *Johnson v. Alex Orion, Inc.*, 19-cv-20372-CMA; *Johnson v. Talanhan LLC*, 19-cv-60755-CMA; *Johnson v. Lejeune Westar Petroleum, LLC*, 19-cv-21106-RNS; *Johnson v. Montebana Fuels LLC*, 19-cv-21105-FAM.

(the “gas pump cases”). *Ocaris*, [ECF No. 1] at 5. Because of this failure, Johnson alleges that he “. . . is unable to understand the entertainment and news content programming” as presented at the Defendants’ gas pumps. *Id.* at 6. These allegations, common to all the gas pump cases, form the basis for both Count I, for violation of Title III of the Americans with Disabilities Act, which demands injunctive relief plus reasonable attorney’s fees and costs, and Count II, for violation of Florida Statute section 768, the Florida Civil Rights Act (“FCRA”), which demands injunctive relief, compensatory and punitive damages, plus reasonable attorney’s fees and costs. *See id.* at 6–12.

On May 9, 2019, this Court held an evidentiary hearing on Johnson’s Motion for Entry of Final Default Judgment Against Defendant Ocaris Management Group Inc. *See Ocaris*, [ECF No. 35]. At the hearing, the Court made several findings which are detailed in the Court’s May 30, 2019 Order Denying Plaintiff’s Motion for Final Default Judgment (“the Show Cause Order”).³ *Ocaris*, [ECF No. 36]. At the May 9, 2019 hearing this Court found that Johnson and Dinin knowingly filed frivolous claims for damages under the Florida Civil Rights Act to which both knew Johnson was not entitled because he had failed to exhaust his administrative remedies. *See generally Ocaris*, [ECF No. 35]. This Court also found that Dinin had egregiously inflated and misrepresented his billable time in both *Ocaris* and *Caraf*.⁴ *Id.* In the Show Cause Order, the Court ordered both Johnson and Dinin to appear at an evidentiary hearing to show cause why sanctions should not be imposed on them pursuant to Federal Rule of Civil Procedure 11(c) and the Court’s inherent power. *Ocaris*, [ECF No. 34, 36] at 12. Subsequently, the Court added Local Rule 11.1(c)

³ The Court hereby adopts all factual and legal findings made in the Show Cause Order. *See Ocaris*, [ECF No. 36].

⁴ This Court presides over *Ocaris*, but the Honorable Jose E. Martinez presides over *Caraf*. Johnson and Dinin requested that this Court consolidate the cases for the purposes of imposing sanctions because the improper conduct is nearly identical in both cases. *See Orders Consolidating Rule to Show Cause Hearings in Ocaris*, [ECF No. 43] and *Caraf*, [ECF No. 20]. Therefore, this order imposes sanctions in both *Ocaris* and *Caraf*.

as another basis for the imposition of sanctions. *Ocaris*, [ECF No. 67]. The Court also ordered Johnson and Dinin to produce various documents from not only the gas pump cases, but also a sampling from their other ADA cases. *See Ocaris*, [ECF Nos. 34, 43, 47, 57, 60, 66, 75, 76, 82]. Johnson and Dinin produced these and other documents of their choice to the Court and, along with their attorneys, appeared at the show cause hearing on July 22, 2019.⁵ At the show cause hearing, the Court determined that sanctions were warranted and dismissed both the *Ocaris* and *Caraf* cases. *Ocaris*, [ECF No. 78] at 90; *see also Ocaris*, [ECF No. 35] at 36–38. In this Order, the Court outlines Johnson and Dinin’s unethical and sanctionable conduct, conducted in bad faith, and imposes additional sanctions on both.

II. AUTHORITY TO IMPOSE SANCTIONS

Federal Rule of Civil Procedure 11(b) states that

[b]y presenting to the court a pleading, written motion, or other paper—whether by signing, filing, submitting, or later advocating it—an attorney or unrepresented party certifies that to the best of the person’s knowledge, information, and belief, formed after an inquiry reasonable under the circumstances: . . . the claims, defenses, and other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law . . . , [and] the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery.

In deciding whether to impose sanctions for a violation of Rule 11, the Court must consider “(1) whether the party’s claims are objectively frivolous; and (2) whether the person who signed the pleadings should have been aware that they were frivolous.” *Baker v. Alderman*, 158 F.3d 516, 524 (11th Cir. 1998). Sanctions pursuant to Rule 11 “are warranted when a party files a pleading that (1) has no reasonable factual basis; (2) is based on a legal theory that has no reasonable chance

⁵ The Court hereby adopts all oral factual and legal findings made at the July 22, 2019 show cause hearing. *See Ocaris*, [ECF No. 78].

of success and that cannot be advanced as a reasonable argument to change existing law; and (3) is filed in bad faith for an improper purpose.” *Id.*

The Court may also issue sanctions pursuant to its inherent power. *See Barnes v. Dalton*, 158 F.3d 1212, 1214 (11th Cir. 1998). “The key to unlocking a court’s inherent power is a finding of bad faith. A finding of bad faith is warranted where an attorney knowingly or recklessly raises a frivolous argument, or argues a meritorious claim for the purpose of harassing an opponent.” *Id.* (internal citations and quotations omitted). “Because of their very potency, inherent powers must be exercised with restraint and discretion.” *Id.* at 1215.

This District’s Local Rule 11.1 also gives it authority to impose sanctions. Local Rule 11.1(c) states: “The standards of professional conduct of members of the Bar of this Court shall include the current Rules Regulating the Florida Bar. For a violation of any of these canons in connection with any matter pending before this Court, an attorney may be subjected to appropriate disciplinary action.”

III. DISCUSSION

The Court finds that Johnson’s and Dinin’s egregious actions and bad faith concerning their ADA cases warrant sanctions for several reasons: (1) Dinin and Johnson abused the ADA solely for their own financial gain including, but not limited to knowingly and continuously filing frivolous claims;⁶ (2) Dinin knowingly and grossly inflated, and then misrepresented, the time he expended in litigating *Ocaris*, *Caraf*, and other ADA cases; (3) Dinin and Johnson made several misrepresentations to the Court concerning material matters, many under oath, in *Ocaris*, *Caraf*, and other ADA cases; and (4) Dinin and Johnson shared attorney’s fees from their ADA cases in violation of the Rules Regulating the Florida Bar.

⁶ In its Show Cause Order, the Court fully described Johnson and Dinin’s unethical conduct in repeatedly alleging frivolous claims, when they knew those claims had no merit.

A. Dinin and Johnson Acknowledge Abuse of the ADA

Now represented by very competent and experienced legal counsel, and now that their illicit joint enterprise has been exposed, Johnson and Dinin acknowledged their ethical transgressions at the show cause hearing. *See generally Ocaris*, [ECF No. 78]. And, in an obvious effort to minimize potential sanctions, Johnson and Dinin proposed that their transgressions, while serious, were merely the result of Dinin's inexperience, lack of legal sophistication, incompetence, and of Johnson's reliance on the advice of his attorney, rather than intentional malfeasance. *Id.* In effect, Johnson and Dinin's defense is one of "empty head but a pure heart."⁷ There are two problems with this argument. First, "[a]n empty head but a pure heart" does not constitute a defense for their transgressions. *See Thornton v. Wahl*, 787 F.2d 1151, 1154 (7th Cir. 1986). And more importantly, as discussed at the two hearings and below, Johnson and Dinin's own statements and documents clearly reveal neither acted with a pure heart. Rather, each deliberately and knowingly abused the ADA and the legal system solely for their own financial gain, and in total disregard of the hearing-impaired for whom they sanctimoniously but disingenuously professed to have brought these lawsuits. In doing so, they have, unfortunately, undermined the credibility of legitimate ADA cases.

B. Systemic Inflated Billing

The Court finds that in both *Ocaris* and *Caraf*, as well as in other ADA cases, Dinin egregiously inflated his attorney's fees claims by overbilling for simple, repetitive tasks and by billing for work which he did not perform. Some examples of Dinin's pattern of overbilling in *Ocaris* and *Caraf* are detailed in the Court's Show Cause Order; thus, the Court will not repeat

⁷ *See Thornton v. Wahl*, 787 F.2d 1151, 1154 (7th Cir. 1986) (rejecting a party and her attorney's contentions that their misrepresentations in court were excusable because they misunderstood the law and referring to their defense as one of "empty head but a pure heart").

those findings here. *See generally Ocaris*, [ECF No. 36]. However, Johnson and Dinin produced additional documents subsequent to that Order which not only further substantiate the Court's finding of Dinin's gross overbilling in *Ocaris* and *Caraf*, but reveal systemic misrepresentations of his billing throughout Johnson and Dinin's ADA litigation. The Court has determined that the abusive overbilling and frivolous claims are not limited to the gas pump cases. The additional documents disclose gross overbilling and other wrongdoings that permeate other ADA cases filed by Dinin for Johnson and other plaintiffs. Dinin's systemic overbilling is disclosed by the Court's further review of Dinin's work product compared to the time he claims he expended to produce it. Again, Dinin claimed fees from the Court far in excess of what is reasonable to perform tasks. When faced with these disclosures, Dinin readily admitted his improper billing practices. *See Ocaris*, [ECF No. 78] at 19, 36–37, 75–83.

In *Johnson v. Roshni Investments Group, Inc.* (Case No. 17-cv-60990-WPD), one of numerous cases brought against hotels, including frivolous FCRA claims, Johnson and Dinin sought a default judgment, claiming attorney's fees even more inflated than those claimed in *Ocaris* and *Caraf*.⁸ For example, Dinin billed 6.2 hours at \$400 per hour to draft, review, and file, as filed here, a boilerplate complaint virtually identical to those which Dinin previously filed in his numerous other ADA cases, including many against other hotels. *Roshni*, [ECF No. 17-1] at 6. The only non-boilerplate allegations in the *Roshni* complaint were the defendant's name and miniscule factual differences. *See Ocaris*, [ECF No. 78] at 27–28. Dinin also billed 1.8 hours to draft and file a simple form motion for clerk's default, and billed 1.7 hours to draft an Amended Complaint where he merely changed the name of the defendant from "Roshni Investments L.L.C."

⁸ Based on the large number of ADA cases that Johnson and Dinin have filed, it is not an illogical leap to conclude that these same abuses occurred in some or all of those cases. However, that is speculative and is not taken into account by the Court in formulating appropriate sanctions here.

to “Roshni Investments Group, Inc.” *See Roshni*, [ECF No. 17-1] at 6; *compare Roshni*, [ECF No. 1] *with Roshni*, [ECF No. 10; *see also Roshni*, [ECF No. 8].

Similarly, in *Ocaris*, the additional documents reveal Dinin billed 1.5 hours to “receive” and “finalize client revisions” to the proposed draft complaint pursuant to an e-mail instruction from Johnson. *Ocaris*, [ECF No. 16-1] at 4. However, Johnson’s e-mail reveals that only three de minimis changes were made: to correct a typographical error and to minimally reword two sentences. *See Ocaris*, [ECF No. 39-2] at 1–5. And, in *Caraf*, Dinin billed 0.7 hours to make several similarly de minimis changes to the complaint such as: to change three words from the plural to the singular, to add “(a)” and “-” to legal citations, and to remove one sentence from the proposed complaint.⁹ *Caraf*, [ECF No. 12-1] at 6; *Ocaris*, [ECF No. 39-3] at 70–73. It is unreasonable for Dinin to claim the amounts he did to make such limited changes. These are only a few examples of Dinin’s systemic and unethical overbilling which he misrepresented to the Court to be true accountings of the time he actually expended.

Moreover, at the May 9, 2019 hearing, Dinin’s various explanations in response to the Court’s expressed concerns were implausible, misleading, and unconvincing. For example: “typos;” “scrivener’s errors;” the entry is “wrong;” lack of qualified support staff; his dyslexia; maybe some other work, not described, is combined with the described work; his inexperience in running a law office, etc. *See Ocaris*, [ECF No. 35] *passim*. Notably, at the show cause hearing, Dinin’s attorney not only acknowledged the overbilling, but acknowledged that “[Dinin] was not totally candid with the Court in response to [the Court’s] questioning” and Dinin should have advised the Court that he does not maintain contemporaneous time records and that Dinin’s billing representation to the Court “was all an estimate.” *See Ocaris*, [ECF No. 78] at 19, 77. Consistent

⁹ Below, the Court will discuss in detail this deleted sentence as it exposes the true motive for this illicit joint enterprise.

with Dinin's lack of candor with the Court, not only did Dinin omit to disclose to the Court that he did not maintain contemporaneous time records and that his billing reports "were all an estimate," Dinin represented to the Court that he did keep contemporaneous time records. *See Ocaris*, [ECF No. 35] at 43, 65, 99, 102.¹⁰

Ironically, in Dinin's memorandum filed in anticipation of the show cause hearing, Dinin's attorney cites the following quote from *Baruch v. Giblen*, 164 So. 831, 833 (Fla. 1935):

There is but little analogy between the elements that control the determination of a lawyer's fee and those which determine the compensation of skilled craftsmen in other fields. Lawyers are officers of the court. The court is an instrument of society for the administration of justice. Justice should be administered economically, efficiently, and expeditiously. The attorney's fee is, therefore, a very important factor in the administration of justice, and if it is not determined with proper relation to that fact it results in a species of social malpractice that undermines the confidence of the public in the bench and bar. It does more than that. It brings the court into disrepute and destroys its power to perform adequately the function of its creation.

Here, we have precisely the species of "social malpractice" that the Florida Supreme Court had in mind—undermining public confidence in lawyers and the judicial system.¹¹

C. Misrepresentations to the Court

In addition to their misrepresentations regarding their claims for reasonable attorney's fees, both Johnson and Dinin made several other misrepresentations to the Court in litigating their ADA cases, several under oath. Rule 4-3.3(a)(1) of the Rules Regulating the Florida Bar states, "A

¹⁰ This recent disclosure explains why Dinin did not comply with the Court's April 4, 2019 order to "appear at the [May 9, 2019] hearing and make available appropriate evidence to support his claim for damages, fees, and costs, including original contemporaneously prepared time records representing legal services provided." *Ocaris*, [ECF No. 17] at 3–4.

¹¹ *See* Raychel Lean, *Florida's Serial ADA Lawsuits: Long Overdue or 'Legal Extortion,'* Daily Business Review (Nov. 1, 2018), <https://www.law.com/dailybusinessreview/2018/11/01/floridas-serial-ada-lawsuits-long-overdue-or-legal-extortion/> and Raychel Lean, *Closed Captioning on Gas Pump TVs – the New Frontier of Florida's ADA Suits*, Daily Business Review (Jan. 17, 2019), <https://www.law.com/dailybusinessreview/2019/01/17/closed-captioning-on-gas-pump-tvs-the-new-frontier-of-floridas-ada-suits/> (raising serious questions about potentially abusive attorney's fee claims in serial ADA cases).

lawyer shall not knowingly . . . make a false statement of fact or law to a tribunal or fail to correct a false statement of material fact or law previously made to the tribunal by the lawyer.” The Court finds that Dinin, in making several misrepresentations outlined next, violated Rule 4-3.3(a)(1).

1. Dinin Misrepresented His Legal Qualifications

To begin, during the May 9, 2019 hearing on the Motion for Default Judgment, Dinin attempted to justify his claimed \$500 per hour billing rate by representing in some detail that he is a highly qualified, experienced litigation attorney. *See generally Ocaris*, [ECF No. 35]. Dinin has repeatedly made that same representation in support of his claims for attorney’s fees in other ADA cases. *See e.g., Roshni*, [ECF No. 17-1]. However, after the hearing and contrary to those earlier representations, Dinin submitted a memorandum of law in an apparent attempt to explain that his improper conduct was inadvertent and the result of his inexperience and incompetence; that “he sorely lacked the requisite experience to properly run a law office, to appropriately keep records of billable hours or maintain time management records.” *Ocaris*, [ECF No. 39] at 5. Dinin also disclosed that he “has no high school diploma,” he “failed out of college on his first attempt,” and while he was “[a]dmitted to the Bar in 1996 [he was] unable to find any employment as a lawyer.” *Id.* at 5–6 (emphasis in original). During the next 12 years, Dinin worked in a number of nonlegal jobs. *Id.* at 6. Dinin did not have his first legal client until 2008 when he began his law practice as a sole practitioner, and he had his first ADA case in 2012. *Id.* Dinin’s “first actual trial was in 2017 and he associated experienced counsel to try the case with him.” *Id.* At the show cause hearing, Dinin’s counsel also posited that Dinin was not qualified to hold himself out as an experienced attorney. *See Ocaris*, [ECF No. 78] at 75–77. These disclosures stand in stark contrast with Dinin’s representations to this and other courts that he is a highly competent, experienced litigation attorney entitled to the generous hourly rate he purports to merit.

Dinin's recent disclosure of when he started to practice law, stands in direct conflict with his numerous misrepresentations to this and other courts. While he now admits that he didn't practice law until 2008, in support of his attorney's fees application in both *Roshni* and *Johnson v. Winn-Dixie Stores, Inc.* (Case No. 16-cv-61308-WPD), Dinin represented that he began practicing law in 1996. *Roshni*, [ECF No. 17-1] at 1; *Winn-Dixie*, [ECF No. 70-1] at 1. In *Caraf*, Dinin represented that he has practiced law since 2001. *Caraf*, [ECF No. 12-1] at 4.

Both to this Court and others, Dinin has touted his ADA trial experience by referring to his success in the trial of *Juan Carlos Gil v. Winn Dixie Stores, Inc.* (Case No. 16-cv-23020), misleadingly implying that he actually tried that case. For example, in *Johnson v. Winn-Dixie Stores, Inc.* (Case No. 16-cv-61308-WPD), Dinin did not disclose, as he does now, that due to his complete lack of trial experience he wisely engaged the services of a trial lawyer to actually try the case. *See Winn-Dixie*, [ECF No. 70-1] at 3. Rather, Dinin, taking full credit, represented that he "was Plaintiff's attorney at trial before the Honorable [Robert N.] Scola in *Juan Carlos Gil v. Winn Dixie Stores, Inc.*[,] No. 16-cv-23020," and that "[a]t trial, [he] presented facts and evidence proving that Winn Dixie Stores, Inc. failed to make provisions for the blind and visually impaired within its website." *Id.* In reality, however, as a review of the *Gil* trial transcript reveals, Dinin did not utter a single word during the two-day bench trial. *See Winn-Dixie*, [ECF Nos. 64, 65]. And, the *Gil* trial is the only trial which Dinin purports to have tried.

2. Dinin Misrepresented Assistance Available to His Firm

At the May 9, 2019 hearing, Dinin also attempted to excuse his clearly excessive billing and other shortcomings in handling his voluminous ADA cases by representing that he did not have a qualified or "licensed" paralegal, or other qualified staff, who could assist him. *See Ocaris*, [ECF No. 35] *passim*. Thus, he had to perform and bill for many simple, repetitive, and

administrative tasks which, he admits, would otherwise properly be performed by a competent paralegal or junior associate. *Id.* at 71–72, 91–93. This was yet another misrepresentation. Dinin had several paralegals to assist him, one of whom we now know is extremely experienced and competent in ADA litigation. Karen Leicht’s LinkedIn profile reveals that she has worked with Dinin from 2009 (not long after Dinin began practicing law) to 2012 and then from 2014 to now, and that she received a Bachelor of Science degree in Accounting in 1979 and a Master’s degree in Business Administration in 1981 from San Diego State University.¹² Leicht claims to be a “senior paralegal” at Dinin’s firm with extensive experience handling all facets of ADA litigation in federal court.¹³ She also claims to train the firm’s other nine staff members.¹⁴

At the May 9, 2019 hearing, Dinin claimed that he could not, and therefore did not, bill for his paralegals’ work because they were not “licensed.” *See Ocaris*, [ECF No. 35] at 99–100. This explanation is unconvincing. There is no paralegal “licensure” in Florida and no requirement that a paralegal be licensed for billing or any other purpose.¹⁵ It is implausible that someone as well

¹² *See Karen Leicht LinkedIn Profile*, LinkedIn, <https://www.linkedin.com/in/karen-leicht-a0861271> (“All aspects of USDC litigation (Florida, New York, Illinois). ADA law, contracts, insurance, maritime. Include [sic]: Complaints; Answers & Affirmative Defenses; Responses to Motions to Dismiss, Motions for Summary Judgment, and Show Cause Orders; Motions to Dismiss; Summary Judgments; Discovery propounding and response. Correspondingly all filings in state matters – insurance and PI. Draft wills and trusts. Train all staff in office in all positions (9 staff members).”).

¹³ *Id.*

¹⁴ *Id.*

¹⁵ While there is no licensing requirement, Chapter 20 of the Rules Regulating the Florida Bar, provides a purely voluntary process by which a paralegal may “register,” which registration is not required in order to allow an attorney to bill for a paralegal’s work done under the attorney’s supervision. Thus, Leicht, who is extremely well qualified to serve as Dinin’s paralegal, need not be licensed or even registered to do so. Although it is not clear whether Leicht voluntarily registered, it is beyond dispute that she far exceeds the registration qualifications. Rule 20-3.1 of the Rules Regulating the Florida Bar sets forth the modest qualifications for voluntary registration, and Leicht’s profile confirms that she far exceeds them. *See FAQs About Registration and the Program*, The Florida Bar, <https://www.floridabar.org/about/frp/faq-registration/#Do>; *Karen Leicht LinkedIn Profile*, LinkedIn, <https://www.linkedin.com/in/karen-leicht-a0861271>.

qualified in ADA litigation as is Leicht, that she, or one of Dinin's other paralegals,¹⁶ did not perform many of the billed-for-tasks which Dinin attributed to himself. Dinin's explanation that he had to perform and bill for all of the reported tasks because he had no licensed paralegal is equally implausible.¹⁷

3. *Johnson and Dinin Misrepresented Their True Motive*

Johnson and Dinin portray themselves to courts, and to the public, as defenders of the civil rights of the disabled community by enforcing the ADA on its behalf. *See Ocaris*, [ECF No. 78] at 40–41, 45–47, 54; *Ocaris*, [ECF No. 12-1] at 4. In fact, Scott R. Dinin P.A.'s website proclaimed that it “. . . is dedicated to the RIGHTS of the disabled.”¹⁸ Dinin has also been quoted in publications stating that his plaintiffs are “heroes” and he “approaches ADA cases from a ‘civil rights perspective.’”¹⁹ Dinin asserts that “his clients try to end disputes before coming to him, but in many cases a lawsuit is ‘the only way.’” *Id.* Regarding the lack of closed captions on video screens at the gas stations which Johnson sued, Dinin stated, “This is 2019. We all know a law was passed in 1990 saying any TV has to have captions available for it. . . . Someone's got to send

¹⁶ Judith Equels, a Law Firm Management Consultant with the Florida Bar, who at Dinin's request following the May 9, 2019 hearing, evaluated Scott R. Dinin P.A., notes that the firm employs at least two other paralegals among his staff who qualify or may qualify for registration: Chris de Silva and Rebecca Johnson. *See Ocaris*, [ECF No. 81-4] at 2, 5–6, 12; *Ocaris*, [ECF No. 78] at 30. In addition, there is Christopher Madden who has been a paralegal at Scott R. Dinin, P.A. from November 2017 to present and received a Bachelor of Science degree from Embry-Riddle Aeronautical University in 2012. *See Christopher Madden LinkedIn Profile*, LinkedIn, <https://www.linkedin.com/in/christopher-madden-114b6659/>.

¹⁷ In fact, the billing summary with the bill of costs submitted in *Ocaris*, for example, certainly indicates that Rebecca Johnson and Stephanie Serrano actually performed some of the tasks for which Dinin claimed credit, and that an unnamed person actually “draft[ed] and efile[d] [a] status report after Scott[s] approval.” *See Ocaris*, [ECF No. 16-1] at 4.

¹⁸ Scott R. Dinin P.A., <https://www.dininlaw.com/>.

¹⁹ Raychel Lean, *Florida's Serial ADA Lawsuits: Long Overdue or 'Legal Extortion'*, Daily Business Review (Nov. 1, 2018), <https://www.law.com/dailybusinessreview/2018/11/01/floridas-serial-ada-lawsuits-long-overdue-or-legal-extortion/>.

a message to these companies”²⁰ and these suits are for “all the other [disabled] people coming to this [gas] station.” *See Ocaris*, [ECF No. 35] at 40–41.

Johnson and Dinin profess to bring these gas pump cases motivated by a sincere desire to help the hearing-impaired community by obtaining closed caption capabilities on the gas pump videos. Dinin holds himself out as an attorney fighting for the rights of “heroes” like Johnson. At the May 9, 2019 hearing and in his filings in support of his request for attorney’s fees in various ADA cases, Dinin echoes this same motivation. *See Ocaris*, [ECF No. 35] at 5, 19–20; *Ocaris*, [ECF No. 78] at 46–47 and *Caraf*, [ECF No. 12] at 7 (“Plaintiff . . . has shown that his claims are proper and well-motivated.”). However, this proclaimed admirable motive is in stark contrast to Dinin and Johnson’s true motivation for bringing these gas pump cases. The record, sadly, reveals that that they had a different, completely selfish motive in bringing these cases which benefit no one except Johnson and Dinin, and that they engaged in self-dealing without regard to the legitimacy of their ADA claims or the hearing-impaired community. The record, including numerous settlement agreements between Johnson and the gas station owners, exposes the true motive for these lawsuits. These agreements reveal that the majority of the settlement agreements which Dinin has produced for the Court’s review, provide no remedial relief whatsoever, only payment of Johnson’s legal fees and costs and dismissal with prejudice. *See generally Ocaris*, [ECF No. 39-8]. In the other settlements, the remedial remedy was simply turning off the videos at the gas pump, and, of course, payment of fees and costs and dismissal. *Id.* While these settlement agreements represent only a sampling of the gas pump suit settlements, at the May 9, 2019 hearing the Court was advised by Dinin and a gas station owner’s attorney that turning off the videos was

²⁰ Raychel Lean, *Closed Captioning on Gas Pump TVs – the New Frontier of Florida’s ADA Suits*, Daily Business Review (Jan. 17, 2019), <https://www.law.com/dailybusinessreview/2019/01/17/closed-captioning-on-gas-pump-tvs-the-new-frontier-of-floridas-ada-suits/>.

the typical remedial remedy required by the gas pump settlements. *See Ocaris*, [ECF No. 35] at 5–8, 40–41.

Thus, it is clear that these cases, rather than being a legal mechanism for meaningful remediation to benefit the purported beneficiaries, the hearing-impaired community, they are solely about profiting from inflated attorney’s fees. And, Johnson and Dinin manipulated the process so as not to “sabotage” their profitable enterprise.

4. *Johnson and Dinin Avoid Sabotaging Their Profitable ADA Cases*

Remember the October 28, 2018 e-mail discussed above in which Johnson instructs Dinin to remove one sentence from the proposed *Caraf* complaint?²¹ Well, keeping in mind that the only remedial relief obtained in the settlements, where any relief was obtained, was turning off the videos, Johnson’s instruction dramatically underscores that Johnson and Dinin’s true motive behind filing these lawsuits was solely to obtain payment from the gas station owners without regard for the hearing-impaired community. Johnson instructs Dinin to:

Please remove [from the proposed complaint] “Defendant’s representative did not turn off the television media feature within the gas pump to prevent further discrimination.” (I do not know if this is true or not. Perhaps they did after I drove off. In any case we do not need to sabotage our other cases by providing defendants a defense by giving them a partial remedy and answer to our complaints.)

See Ocaris, [ECF No. 39-2] at 1–5. (emphasis added). This e-mail lays bare the disturbing fact that because these gas pump cases were so profitable for Johnson and Dinin, they did not want to “sabotage” them by advising the gas station owners that they can easily avoid ADA liability by

²¹ See *supra* note 9 and accompanying text.

simply turning off the videos.²² In other words, Johnson was instructing Dinin to not kill the goose laying their golden eggs. Their singular motivation to obtain payment of legal fees begs the question, “What’s in it for Johnson?” The answer follows.

D. Dinin Shares Fees with Johnson

The answer is rather simple and straightforward—Dinin shares his excessive fees with Johnson, generally on a fifty-fifty split. Dinin’s documents expose this illegitimate aspect of their enterprise. Those documents include settlement statements between Dinin and Johnson, together with the related checks payable to Johnson, which establish this long-standing unethical fee-sharing arrangement. *See generally Ocaris*, [ECF No. 39-1]. Faced with this irrefutable proof, at the July 22, 2019 hearing, Dinin and Johnson’s attorneys candidly admitted this serious ethical transgression. *See Ocaris*, [ECF No. 78] at 21–23, 52–55. As Rule 4-5.4(a) of the Rules Regulating the Florida Bar commands, “A lawyer or law firm shall not share legal fees with a nonlawyer” except in limited circumstances not applicable here.

Johnson’s fee sharing was not only unethical, it was very profitable for him. To begin, Johnson has no occupation, and except for his disability payments, has no other source of income. *See Ocaris*, [ECF No. 78] at 64–66. The federal income tax forms 1099-Misc. issued by Scott R. Dinin, P.A. reflect that it shared its fees with Johnson (\$18,810.30 in 2016, \$22,435.48 in 2017, and \$43,376.00 in 2018), reflecting Johnson’s substantial and increasing profits as their enterprise matured. *Id.* at 58–59.

²² Even Dinin’s attorney could not disagree with the Court’s view of the e-mail: “I’m not telling you Your Honor is wrong in analyzing the e-mail, but that e-mail was from 2017 . . . So, as bad as it is, it’s not an indication that’s where [Dinin and Johnson] started.” *Ocaris*, [ECF No. 78] at 95. Johnson, rather than conceding the obvious, as Dinin candidly does, “ask[s] the Court to consider that Mr. Johnson was concerned that by inserting the factually incorrect statement, even if true, would incentivize defendants to permanently turn off their videos screens in lieu of installing closed captioning” which “was Mr. Johnson’s litigation goal.” *Ocaris*, [ECF No. 80] at 8. The Court has considered and rejects Johnson’s alternate interpretation as not reasonable, particularly in view of those settlement agreements which provided no remediation, only attorney’s fees and costs.

IV. SANCTIONS

When a court is presented with a case revealing a pattern of unethical, abusive litigation, such as that presented here, the court is obligated, in accordance with Canon 3(B)(6) of the Code of Conduct for United States Judges, to act to control its own affairs and to protect the judicial process. This case reveals an unethical, audacious, wholly self-serving joint enterprise between Johnson and Dinin who sought only to improperly profit from ill-gotten attorney's fees obtained by abusing the ADA. Johnson and Dinin did so by knowingly and continuously filing objectively frivolous claims, inflating their claims for attorney's fees, then sharing those attorney's fees, and misrepresenting material facts to the Court, all without regard for the interests of the hearing-impaired community whom they profess to benefit. Johnson and Dinin have failed to uphold the laudable goals of the ADA and instead have used the ADA as a guise for their enterprise with the hidden agenda of sharing unjustified attorney's fees. This conduct warrants sanctions pursuant to Rule 11, the Court's inherent powers, and Local Rule 11.1.

Both Johnson and Dinin violated Rule 11 by continuously filing claims for damages pursuant to the Florida Civil Rights Act which they knew were objectively frivolous because Johnson had not exhausted his administrative remedies. As detailed in the Show Cause Order, Johnson and Dinin were on notice, and had been for several years, that they had no viable FCRA claim, yet they included that claim in the gas pump complaints, as well as other ADA cases. *See generally Ocaris*, [ECF No. 36]. Moreover, the gas pump ADA claim cases are objectively frivolous in that they were filed not for the purpose of obtaining meaningful remediation, but rather for profit.²³ For the aforementioned reasons, the Court finds that Johnson and Dinin, in bad faith,

²³ That Johnson and Dinin believed that their claims were objectively frivolous is demonstrated not only by the fact that when their FCRA claims were challenged they were voluntarily dismissed immediately, but also by those settlement agreements which provided for no remediation of the purported ADA violations and by Johnson's "sabotage" e-mail.

filed the objectively frivolous claims, including their FCRA claims which were asserted to obtain compensatory damages which are not recoverable under the ADA.²⁴ Sanctions are also warranted pursuant to the Court's inherent power. Further justifying the Court's imposition of sanctions, the Court finds that Dinin, with Johnson's knowledge and assistance, knowingly, continuously, and in bad faith violated several Rules Regulating the Florida Bar warranting sanctions pursuant to Local Rule 11.1 including: (1) Rule 4-3.3 by making false statements to the Court; (2) Rule 4-1.5 by claiming clearly excessive and unreasonable attorney's fees; and (3) Rule 4-5.4 by improperly sharing fees.²⁵

In addition to the dismissal of these two cases with prejudice and denial of Johnson's claim for recovery of attorney's fees and costs, and in consideration of the egregious and bad faith nature of Johnson and Dinin's conduct and their ability to pay, the Court imposes the following sanctions:

1. Johnson and Dinin shall disgorge all fees and costs recovered in each of the gas pump cases. This amount shall be returned to the defendants in those cases, together with a copy of this order on or before November 1, 2019, at which time Johnson and Dinin shall submit to the Court a full accounting of the amounts due to each Defendant and the amounts paid, which accounting shall be under oath.
2. In addition, Johnson and Dinin shall each pay a penalty of \$59,900.00, which is an amount equal to the total amount to be disgorged to the defendants in the gas pump

²⁴ For example, in *Ocaris*, they represented to the Court that Johnson was entitled to \$4,000.00 to "properly compensate Mr. Johnson for those losses." *Ocaris*, [ECF No. 35] at 9.

²⁵ Sanctions are not only warranted against Dinin for his ethical violations but also against Johnson who aided and abetted Dinin by reason of: his knowing participation in Dinin's ethical violations which the Court finds based on Johnson's knowledge that his FCRA claims were meritless, his "sabotage" e-mail to Dinin, his receiving a 50% share of Dinin's fees, as well as his sworn verification of the gas pump complaints, and his testimony at the May 9, 2019 hearing which was not credible. *See Baker*, 158 F.3d at 526-27 (finding that a district court may impose sanctions against a plaintiff for violating Rule 11).

cases. *See* [ECF No. 81] at 7.²⁶ In view of the nature of the ADA claims involved in these cases, and at Johnson's and Dinin's option, this penalty may be paid to Disability Independence Group, a 501(c)(3) non-profit organization located in Miami-Dade County, Florida protecting and enforcing the rights of individuals with disabilities. Otherwise the penalty shall be paid to the Clerk of the Court. Nevertheless, Johnson has represented to the Court that he is without the financial ability to pay a monetary penalty in any substantial amount. Johnson has provided, and the Court has reviewed, the financial information which he has submitted. In view of Johnson's representations that he is without the financial ability to pay a penalty in any substantial amount, the Court finds that providing an alternative, non-financial sanction is appropriate. And, in determining that some additional sanction, in addition to those set forth below, is necessary to discourage Johnson from engaging in further sanctionable conduct, such as that described above, the Court notes Johnson's failure to fully acknowledge and take responsibility for his own sanctionable conduct, instead implicitly and explicitly offering the unconvincing excuse that he was merely the victim of, and mislead by, his attorney, not a knowing participant in their illicit enterprise. Therefore, as an alternative to a monetary sanction, Johnson may elect to perform 400 community service hours for the Disability Independence Group, Inc., a 501(c)(3) non-profit corporation serving the interests of the disabled community (or such other similar entity which Johnson selects, subject to the Court's approval). One half of those hours shall be performed by October 1, 2020 and the remainder by October 1, 2021. Every six months Johnson must file a

²⁶ Johnson and Dinin represent that \$23,500 is due but not yet paid pursuant to settlement agreements with defendants in other gas pump cases and that those defendants will be advised that they are not to pay the monies due. *See* [ECF No. 81] at 7.

report with the Court stating the number of hours performed to date. *See Singh v. Capital Univ. Law & Graduate Ctr.*, Case No. 00-3244, 2000 WL 1720616, *2 (6th Cir. Nov. 7, 2000); *see also Singh v. Capital Univ. Law & Graduate Ctr.*, Case No. 99-3564, 2000 WL 302778 (6th Cir. Mar. 17, 2000).

3. Johnson and Dinin are enjoined from filing any ADA complaint in any federal or state court in Florida or any court outside of Florida without first obtaining written permission from this Court. In the event that it is later determined by this or any other court that Johnson or Dinin may file ADA complaints, if either does so, he shall file a copy of this order with the complaints.
4. Pursuant to Canon 3(B)(6) of the Code of Conduct for United States Judges, the Court is compelled to, and will, refer Scott R. Dinin to the Southern District of Florida Ad Hoc Committee on Attorney Admissions, Peer Review and Attorney Grievance for investigation of his actions and omissions in the above styled cases, as well as his other ADA cases, which actions and omissions are set forth in this order and the Court's May 30, 2019 Show Cause Order.
5. Pursuant to Canon 3(B)(6) of the Code of Conduct for United States Judges, the Court is compelled to, and will, refer Scott R. Dinin to the Florida Bar for investigation of his actions and omissions in the above styled cases, as well as his other ADA cases, which actions and omissions are set forth in this order and the Court's May 30, 2019 Show Cause Order.²⁷

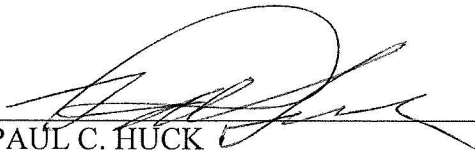
²⁷ The Ad Hoc Committee and the Florida Bar may also wish to review Dinin's competency to litigate cases and manage a law practice on their own in view of his recent admissions of his lack of experience, knowledge, and competence in these areas. *See Ocaris*, [ECF No. 39] at 5-6.

6. Scott R. Dinin is ordered to file this Order in every ADA case he has filed in federal and state court within the last twenty-four months.

V. CONCLUSION

For the reasons set forth above, both *Ocaris* and *Caraf* are **DISMISSED WITH PREJUDICE**. The Court retains jurisdiction to enforce the sanctions against Johnson and Dinin. The cases are **CLOSED** and all pending motions are denied as moot. The clerk is ordered to provide a copy of this order, the show cause order (*Ocaris*, [ECF No. 36]), and the transcripts for the May 9, 2019 (*Ocaris*, [ECF No. 35]) and July 22, 2019 (*Ocaris*, [ECF No. 78]) hearings to the Florida Bar and to the Ad Hoc Committee on Attorney Admissions, Peer Review and Attorney Grievance.

DONE and ORDERED in Chambers in Miami, Florida on August ~~22~~²³, 2019.


PAUL C. HUCK
UNITED STATES DISTRICT JUDGE

cc: counsel of record

Exhibit H

Supreme Court of Florida

THURSDAY, JULY 2, 2020

CASE NO.: SC20-884

Lower Tribunal No(s).:
2020-70,122 (11A)

THE FLORIDA BAR

vs. SCOTT RICHARD DININ

Complainant(s)

Respondent(s)

The unconditional guilty plea and consent judgment for discipline are approved and respondent is suspended from the practice of law for eighteen months, effective thirty days from the date of this order so that respondent can close out his practice and protect the interests of existing clients. If respondent notifies this Court in writing that he is no longer practicing and does not need the thirty days to protect existing clients, this Court will enter an order making the suspension effective immediately. Respondent shall fully comply with Rule Regulating the Florida Bar 3-5.1(h). In addition, respondent shall accept no new business from the date this order is filed until he is reinstated. Respondent is further directed to comply with all other terms and conditions of the consent judgment.

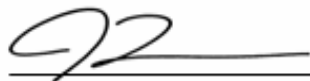
Judgment is entered for The Florida Bar, 651 East Jefferson Street, Tallahassee, Florida 32399-2300, for recovery of costs from Scott Richard Dinin in the amount of \$1,250.00, for which sum let execution issue.

CASE NO.: SC20-884
Page Two

Not final until time expires to file motion for rehearing, and if filed,
determined. The filing of a motion for rehearing shall not alter the effective date
of this suspension.

CANADY, C.J., and POLSTON, LABARGA, LAWSON, MUÑIZ, and
COURIEL, JJ., concur.

A True Copy
Test:



John A. Tomasino
Clerk, Supreme Court



as
Served:

HERMAN JOSEPH RUSSOMANNO, III
KEVIN P. TYNAN
KERI T. JOSEPH
PATRICIA ANN TORO SAVITZ

IN THE SUPREME COURT OF FLORIDA

THE FLORIDA BAR,

Complainant,

v.

SCOTT RICHARD DININ,

Respondent.

Supreme Court Case
No. SC-

The Florida Bar File
No. 2020-70,122 (11A)

UNCONDITIONAL GUILTY PLEA FOR CONSENT JUDGMENT

Respondent, Scott Richard Dinin, files this Unconditional Guilty Plea and Consent Judgment for Discipline pursuant to Rule 3-7.9 of the Rules Regulating The Florida Bar.

1. Respondent is, and at all times mentioned herein was, a member of The Florida Bar, subject to the jurisdiction of the Supreme Court of Florida.

2. Respondent is 53 years old and was admitted to the Florida Bar on October 23, 1996. He has no prior discipline.

3. Respondent is currently the subject of a Florida Bar disciplinary matter, which has been assigned The Florida Bar File No. 2020-70,122 (11A).

4. As to file number The Florida Bar File No. 2020-70,122 (11A), respondent waives the right to a probable cause hearing before a grievance committee and stipulates to a finding of probable cause in reference to this matter.

5. The disciplinary measures to be imposed upon respondent are as follows:

- A. Eighteen (18) month suspension; and
- B. Payment of the Bar Disciplinary Costs in the amount of \$1,250.00.

6. Respondent acknowledges that, unless waived or modified by the Court on motion of respondent, the court order will contain a provision that prohibits respondent from accepting new business from the date of the order or opinion and shall provide that the suspension is effective 30 days from the date of the order or opinion so that respondent may close out the practice of law and protect the interest of existing clients.

7. The following allegations and rules provide the basis for respondent's guilty plea and for the discipline to be imposed in this matter:

A. Respondent represented Johnson, a hearing-impaired person, in a two-count complaint against two defendants in the Southern District of Florida. See *Johnson v. Ocaris Management Group Inc.* ("Ocaris") and *Johnson v. 27th Avenue Caraf, Inc.* ("Caraf").

B. These two cases were two of twenty-six (26) similar ADA cases brought by Johnson in the Southern District against gas station owners in Miami-Dade and Broward counties.

C. The cases were against gas station owners for their failure to provide closed captions or a similar capability to permit the hearing impaired to understand the entertainment and news content programming at gas pumps pursuant to Title III of the Americans with Disabilities Act and Florida Statute section 768, the Florida Civil Rights Act.

D. On May 9, 2019, the trial court held a hearing on Respondent's Motion for Entry of Final Default Judgment in the *Ocaris* case.

E. As a result of the May 9, 2019, hearing, the trial court found Respondent and Johnson filed frivolous claims for damages under the Florida Civil Rights Act to which both were aware they had not exhausted administrative remedies.

F. The trial court also found that Respondent had submitted unverifiable and excessive billable time in both cases and found, based upon settlement agreements entered on previous cases, that Respondent split his fees with his non-lawyer client, Johnson.

G. The Motion for Entry of Final Default Judgment in *Ocaris* was denied.

H. An Order to Show Cause was issued for Respondent and Johnson to appear at an evidentiary hearing to show cause why sanctions should not be imposed in the *Ocaris* and *Caraf* cases.

I. The trial court also ordered Respondent and Johnson to produce various documents from not only the gas pump cases, but also from their other ADA cases, which the trial court found that Respondent claimed fees from the court far in excess of what is reasonable to perform tasks.

J. The trial court found Respondent initially misrepresented his legal qualifications to the court to justify his billing rate.

K. However, Respondent later represented through counsel that although he had been admitted to the Bar in 1996, he did not begin the practice of law until 2008, when he began his law practice as a sole practitioner, and he had his first ADA case in 2012.

L. At the show cause hearing, Respondent acknowledged his ethical transgressions.

M. At the show cause hearing, the trial court determined that sanctions were warranted and dismissed the *Ocaris* and *Caraf* cases with prejudice.

N. Respondent and Johnson were monetarily sanctioned and enjoined from filing further ADA matters.

O. Both Respondent and Johnson's sanction included disgorgement of all fees and costs recovered in each of the gas pump cases

and payment of a penalty equal to the total amount to be disgorged in the gas pump cases.

P. Sanctions were later modified to require Respondent pay a penalty of \$23,000 to either the Clerk of Court or a non-profit organization such as the Disability Independence Group Inc., perform fifty (50) community service hours per year for three years for the Disability Independence Group, Inc. or a similar entity subject to court approval, file a report of service hours performed with the court every six months, and file a notice of the court's sanction in every ADA case filed in the last twenty-four (24) months, rather than in every case pending in federal court.

Q. Respondent submits that prior to the above referenced sanction order, the he voluntarily took the following affirmative steps to remediate his prior actions and to begin the rehabilitation process:

1. Voluntary withdrawal of the *Carafe* Motion for Default which had not yet been resolved.
2. Amended all outstanding complaints where the 2nd count was based on a FCRA claim.
3. Brought all Johnson suits to settlement or executed a voluntary withdrawal of same.
4. Retained ethics counsel to ensure that he took all appropriate remediation and rehabilitation steps.

5. Retained the Bar's Diversion/Discipline Consultation Services ("DDCS"), underwent a two-day in person review by DDCS and adopted all of DDCS's recommendations.
6. On advice from DDCS, entered into an 18-month long contract with Bianca Moreiras & Associates for law firm management consultation to guide his firm through 2020 and provide executive level coaching to Respondent to improve his professionalism and management skills.
7. Implemented new technology to improve quality controls and efficiency to improve accounting, workflow management and documentation.
8. In addition to the foregoing, he restructured his law practice and hired a seasoned practitioner of over 16 years, as his managing partner to oversee and ensure that all of the firm's litigation cases are handled professionally and ethically. As an additional measure, all drafting completed by Respondent, whether correspondence or court pleading, is reviewed by the managing partner prior to its service.
9. Respondent has completed 75 CLE hours since May 20, 2019, with a focus on office procedures, ethics, employee supervision and law firm management.
10. Lastly, Respondent has disassociated himself from all legal work related to Mr. Johnson to avoid even the appearance of impropriety and has stopped taking legal work in the A.D.A. field.

R. By reason of the foregoing facts, Respondent admits that he violated the following Rules Regulating The Florida Bar: 3-4.3 (Misconduct And Minor Misconduct), , 4-1.1 (Competence), 4-1.5(a) (Fees And Costs For Legal Services); 4-3.1 (Meritorious Claims And Contentions); 4-3.3(a) (Candor Toward The Tribunal); 4-5.4 (a) (Sharing Fees With Nonlawyers); 4-8.4 (c)-(d) (Misconduct).

8. Respondent offers the following factors in mitigation:
 - A. 9.32(a) absence of a prior disciplinary record;
 - B. 9.32(d) timely good faith effort to make restitution or to rectify consequences of misconduct (See paragraph Q above);
 - C. 9.32(e) full and free disclosure to disciplinary board or cooperative attitude toward proceedings;
 - D. 9.32 (g) interim rehabilitation (see paragraph Q above);
 - E. 9.32 (i) imposition of other penalties or sanctions (financial and injunctive relief ordered by the trial court);
 - F. 9.32(l) remorse.

9. Respondent agrees that this Unconditional Guilty Plea and Consent Judgment for Discipline and every factual admission contained herein, specifically the admission set forth in paragraph seven, shall have full force and effect regardless of any subsequent recommendations or action taken with respect to the terms of discipline offered by Respondent pursuant to this Consent Judgment for Discipline.

10. Respondent recognizes that the disciplinary sanction to be imposed will ultimately be determined by the Florida Supreme Court, which will not be bound to follow the recommendations of either The Florida Bar or the Referee in these proceedings.

11. The Florida Bar has approved this proposed plea in the manner required by Rule 3-7.9.

12. Respondent agrees to eliminate all indicia of respondent's status as an attorney on social media, telephone listings, stationery, checks, business cards office signs or any other indicia of respondent's status as an attorney, whatsoever. Respondent will no longer hold himself out as a licensed attorney until otherwise reinstated to the practice of law.

13. If this plea is approved, then Respondent agrees to pay all reasonable costs associated with this case pursuant to Rule 3-7.6(q), in the amount of \$1,250.00 as follows:

Administrative fee	
Rule 3-7.6(o)(1)(I)	\$ 1,250.00
TOTAL	\$ 1,250.00

These costs are due within 30 days of the court order. Respondent agrees that if the costs are not paid within 30 days of this court's order becoming final, Respondent shall pay interest on any unpaid costs at the statutory rate. Respondent further agrees not to attempt to discharge the obligation for payment of the Bar's costs in any future proceedings, including but not limited to, a petition for bankruptcy. Respondent shall be deemed delinquent and ineligible to practice law pursuant to Rule 1-3.6 if the cost judgment is not satisfied within 30 days of the final court order, unless deferred by the Board of Governors of The Florida Bar.

14. Respondent acknowledges the obligation to pay the costs of this proceeding and that payment is evidence of strict compliance with the conditions of any disciplinary order or agreement, and is also evidence of good faith and fiscal responsibility. Respondent understands that failure to pay the costs of this proceeding or restitution may reflect adversely on any reinstatement proceedings or any other bar disciplinary matter in which Respondent is involved.

15. Respondent, who is represented by counsel in this matter, acknowledges that this document is tendered freely, voluntarily and without fear, threat or coercion.

16. This Unconditional Guilty Plea for Consent Judgment for Discipline fully complies with all requirements of the Rules Regulating The Florida Bar.

Dated this 12 day of May, 2020.

A handwritten signature in black ink, appearing to read "Scott Richard Dinin", is written over a horizontal line.

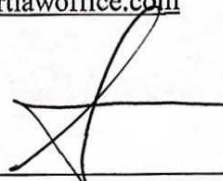
Scott Richard Dinin
Respondent
4200 NW 7th Ave
Miami, FL 331617492
786/431-1333
Florida Bar ID No.: 97780
inbox@dininlawgroup.com

Dated this 12th day of May, 2020.



Kevin P Tynan
Counsel for Respondent
8142 N University Dr
Tamarac, FL 333211708
954/721-7300
Florida Bar ID No.: 710822
ktynan@rtlawoffice.com

Dated this 12 day of May, 2020.



Herman J. Russomanno III, Esq.
Counsel for Respondent
Museum Tower - Penthouse 2800
150 West Flagler Street
Miami, Florida 33130
305-373-2101
Florida Bar ID No.: 21249
herman2@russomanno.com

Dated this ____ day of May, 2020.



Keri T. Joseph, Bar Counsel
The Florida Bar
Miami Branch Office
444 Brickell Avenue
Rivergate Plaza, Suite M-100
Miami, Florida 33131-2404
(305) 377-4445
Florida Bar ID No. 84373
kjoseph@floridabar.org

Exhibit J

Miami-Dade Commission on Human Rights
111 NW 1 Street, 21st Floor
Miami, Florida 33128
T: (305) 375-2784 F: (305) 375-2114

Date Stamp (CHR Use Only)

RECEIVED
FEB 01 2018

OFFICE OF HUMAN RIGHTS
AND FAIR EMPLOYMENT PRACTICES
CHR No. H-5736

CHARGE OF HOUSING DISCRIMINATION

Name (Indicate Mr. or Ms.)

Christopher Benjamin

E-Mail Address

chrisbenj85@gmail.com

Street Address

13190 Washington Drive Apt. B

Date of Birth

10/22/1985

City, State, and Zip Code

Largo, FL 33774

Telephone Number

727-336-6439

List the housing provider, landlord, homeowners association, property manager, or other entity who discriminated against you.

Name

Phoenix Realtors, LLC

Number of Units

- ☐ four or more units
☐ single family home
☐ unknown

Telephone Number

786-277-7257

Street Address

6625 Miami Lakes Drive Suite 382

City, State and Zip Code

Miami Lakes, FL 33014

CAUSE OF DISCRIMINATION BASED ON - Check appropriate box(es)

- ☐ RACE ☐ COLOR ☐ SEX ☐ PREGNANCY ☐ RELIGION ☐ DISABILITY ☒ SOURCE OF INCOME
☐ NATIONAL ORIGIN ☐ AGE ☐ MARITAL STATUS ☐ FAMILIAL STATUS ☐ RETALIATION
☐ SEXUAL ORIENTATION ☐ GENDER IDENTITY/ EXPRESSION ☐ DOMESTIC VIOLENCE

DATE MOST RECENT ADVERSE ACTION TOOK PLACE

1/03/2018

The following is a statement of the facts, including pertinent dates, constituting the unlawful housing practice (If additional space is needed, attach extra sheets(s)):

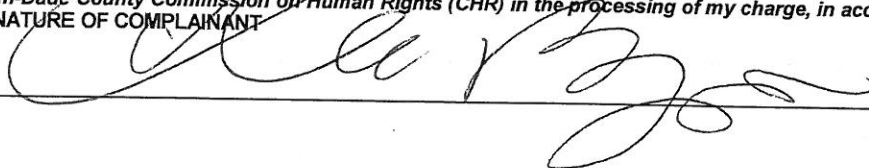
I am a Fair Housing Tester. On January 3, 2018, I emailed Adolfo Penagos, Realtor, regarding two properties located in Miami-Dade County after seeing ads which disclosed, "No Section 8" or something similar to that effect. Regardless of this, I asked him if he accepted Section 8. Penagos replied advising me to look at other listings. I emailed him back again, asking specifically if the listings accepted Section 8, but he did not respond.

I believe the Respondent has been discriminating against individuals based on source of income (Section 8), in violation of Chapter 11A of the Miami-Dade County Code, as amended.

I affirm that the above statement(s) including any attachment(s) are true to the best of my knowledge. I agree to cooperate fully with the Miami-Dade County Commission on Human Rights (CHR) in the processing of my charge, in accordance with their procedures.

SIGNATURE OF COMPLAINANT

DATE



1/16/2018

MIAMI-DADE COMMISSION ON HUMAN RIGHTS

111 NW 1 Street, 21st Floor

Miami, FL 33128

P. (305) 375-2784 F. (305) 375-2114

www.miamidade.gov/humanrights

Owner or Manager

Phoenix Realtors, LLC

6625 Miami Lakes Drive Suite 382

Miami Lakes, FL 33014

PERSON FILING CHARGE

Christopher Benjamin

DATE OF ALLEGED VIOLATION

1/3/2018

CHR CHARGE No.

H-6736

CERTIFIED MAIL No. 7017 1070 0000 0430 9876

NOTICE OF CHARGE OF DISCRIMINATION

YOU ARE HEREBY NOTICED that the enclosed charge of (a) ☒ housing; (b) ☐ public accommodations; (c) ☐ employment; (d) ☐ family leave; (e) ☐ domestic violence leave discrimination has been filed against your company or organization with the Miami-Dade Commission on Human Rights ("CHR"), under Chapter 11A, Code of Miami-Dade County, as amended.

THE MIAMI-DADE COMMISSION ON HUMAN RIGHTS ("CHR"): is a civil rights enforcement agency upholding Chapter 11A of the Miami-Dade County Code, as amended, prohibiting discrimination. It is a neutral fact-finding agency, which does not represent or promote either party to a charge. The CHR is a designated deferral agency to the U.S. Equal Employment Opportunity Commission (EEOC), and as such, is authorized to investigate complaints filed under Title VII, the ADA and the ADEA. A copy of Chapter 11A may be obtained at www.municode.com.

MEDIATION: The CHR offers mediation, which gives parties an opportunity to resolve the issues of the charge in a voluntary and informal manner without extensive investigation or expenditures of resources. Mediation is not a forum for reaching a determination and therefore, does not constitute an admission of guilt. If you are agreeable to participating in a Mediation Conference, please complete the Invitation to Mediate form or contact the CHR at (305) 375-5272.

REQUEST FOR INFORMATION: Please fully respond to the enclosed Request for Information **within twenty (20) days** of the receipt of this notice. It is important that you answer question #1 in the Request for Information, and provide relevant documentation if you believe that you do not have the requisite number of employees. If it is determined that your organization is not covered, the case will be closed. Please complete the enclosed Affidavit to Authenticate Documents and submit it along with any documents you provide to the CHR. You are advised that failure to provide the requested information may result in either adverse findings or the CHR may invoke its subpoena and enforcement powers. Please note that this is an initial investigative inquiry and that additional information may be requested in the future. Any requests for extensions to the Request for Information should be submitted as soon as possible.

PRE-DETERMINATION CONCILIATION: The CHR, after reviewing the charge and information obtained during the investigation, may determine that the involved parties could benefit from Pre-Determination Conciliation and inquire if the parties would be interested. Similar to mediation, Pre-Determination Conciliation is a voluntary, fair and confidential process during which a mutually acceptable agreement may be reached. If the Pre-Determination Conciliation is unsuccessful, the case is returned to the Investigative Unit for the completion of the investigation. Upon completion of the investigation, the CHR will issue a determination related to probable cause.

RETALIATION: You are advised that it is illegal to retaliate against any person for filing a complaint, testifying, assisting, or participating in an investigation, proceeding, or hearing on an alleged unlawful practice.

INVESTIGATIVE AUTHORITY: Section 11A-28(4)(a) states that the CHR shall have access to documents and other evidence relevant to the complaint and in furtherance of the investigation. Additionally, Section 11A-28(5)(g) states that misleading or false statements of fact or failure to provide or falsification of evidence may incur a fine of not more than five hundred dollars (\$500.00) or imprisonment of not more than sixty (60) days or both.

Enclosures: Charge of Discrimination

Request for Information

Affidavit to Authenticate Documents

Mediation Conference Fact Sheet and Invitation to Mediate

Date

February 1, 2018

Erin A. New, Division Director

Human Rights & Fair Employment
Human Resources Department

Signature

Erin A. New

AFFIDAVIT TO AUTHENTICATE DOCUMENTS

State of Florida

County of _____

1. TRUE AND CORRECT COPIES

I (We), _____
[Name(s) of custodian(s) of records]

[Title(s) of such person(s)]

after being duly sworn, hereby attest the attached documents are true and correct copies of the originals maintained by

[Name of Respondent or entity keeping document(s)]

[Name of section(s) or division(s) maintaining record(s)]

[Signature of Custodian]

Sworn and subscribed before me this

_____ day of _____ 20____

Public Notary

My Commission expires: _____

2. ACCURACY OF ORIGINAL DOCUMENT

I (We), _____
[Name of person(s) generating documents or person(s) familiar with events reflected in documents]

[Title(s) of such person(s)]

after being duly sworn, hereby attest that the originals of the attached documents accurately reflect the events on them.

[Signature of Custodian]

Sworn and subscribed before me this

_____ day of _____ 20____

Public Notary

My Commission expires: _____

Pursuant to Section 11A-28(5)(f) of the Miami-Dade County Code, as amended, "[a]ny person who, with intent thereby to mislead the Commission or the Director, makes or causes to be made any false entry or statement of fact in any report, account, record or other document submitted to the Commission pursuant to its subpoena or other record, or shall willfully neglect or fail to make or cause to be made full, true and correct in such reports, accounts, records or other documents, or shall willfully mutilate, alter, or by any other means falsify documentary evidence, may be fined by the County Court of Dade County, Florida not more than five hundred dollars (\$500) or imprisoned not more than sixty (60) days or both."

MIAMI-DADE COMMISSION ON HUMAN RIGHTS MEDIATION CONFERENCE FACT SHEET

DEFINITION AND EXPLANATION

- The Miami-Dade Commission on Human Rights (CHR) schedules mediation conferences for new complaints of discrimination pursuant to Chapter 11A of the Miami-Dade County Code. Mediation is a process in which an impartial person, the mediator, helps the parties to resolve their dispute. The mediator may suggest ways of resolving the dispute but does not make any judgment.
- The purpose of the mediation conference is to provide for the exchange of concerns from both parties to work towards a possible resolution of the dispute. This informal conference is an opportunity for the complaining party and the employer (respondent) to resolve their dispute prior to the investigation.
- The CHR provides an impartial representative to 1.) Conduct the mediation process, 2.) Conduct onsite mediation of complaints in accordance with appropriate documents in accordance with all statutory and procedural requirements. All communications at the conference are confidential.

PREPARING FOR A SUCCESSFUL CONFERENCE

COMPLAINANT

- It is suggested that you bring any information that you wish to present at the conference concerning the reason(s) you believe discrimination occurred. Limit your statements to the issues raised in your complaint.
- Be prepared to state what you are requesting from the respondent. An itemized statement of losses would be helpful. Be prepared to consider various ways to resolve the complaint.

RESPONDENT

- It is suggested that you bring any information which would support your position. Respondent's representatives must have the authority to settle and all persons necessary to the decision to settle should be present. They should have direct knowledge of the events and circumstances cited in the complaint. The names and addresses of such persons shall be communicated in writing to the CHR.

POSSIBLE OUTCOMES

1. The parties may enter into a Settlement Agreement prior to or during the conference. If the parties reach a settlement and execute a written agreement disposing of the dispute, the agreement is binding and enforceable in the same manner as any other written contract.
2. The mediator may declare that further efforts at mediation are no longer worthwhile. If the parties fail to resolve voluntarily the dispute, the case will be assigned to an investigator for a thorough investigation of the merits of the complaints. A finding will then be made based on an examination of the evidence.
3. The parties may complete the full mediation session, at which time a written declaration of either party will be made to the effect that the mediation proceedings are terminated.

OTHER IMPORTANT POINTS

- Mediation sessions are private and confidential. The parties and their representatives may attend mediation sessions. Other persons may attend only with the permission of the parties and with the consent of the mediator.
- There shall be no stenographic record of the mediation process and no person shall tape record any portion of the mediation session.
- If mediation efforts are not successful within thirty (30) days of the complaint being referred to the Mediation Specialist, the case will be forwarded to appropriate CHR personnel for investigation.
- Pursuant to Chapter 11A of the Miami-Dade County Code, it is an unlawful employment practice to retaliate or discriminate against a person who has opposed a discriminatory practice or who has made or filed a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this Chapter.

Miami Dade Commission on Human Rights
Invitation to Mediate

RE: Christopher Benjamin vs Phoenix Realtors, Llc
CHR Charge No.: H-6736

☐ I agree to participate in a Mediation Conference.

I understand that the purpose of this conference is to provide an effective, timely and voluntary resolution of the charge of discrimination. I understand that the mediator(s) will assist the parties in resolving the dispute; and may make suggestions, but will not make any judgment on the merits of the case, and will not represent either party. I understand that I have the right to have an attorney represent me at the mediation conference if I so choose. I understand that if an agreement is reached, it will be put in writing and signed by both parties, and the case will be closed.

I agree that all matters discussed during the mediation are confidential, unless otherwise discoverable, and cannot be used as evidence in any subsequent administrative or judicial proceeding.

The parties agree not to subpoena the mediator(s) or compel the mediator(s) to produce any document provided by a party in any pending or future administrative or judicial proceeding. The mediator(s) will not voluntarily testify on behalf of a party in any pending or future administrative or judicial proceeding. The parties further agree that the mediator(s) will be held harmless for any claim arising from the mediation process.

☐ I decline participation in a Mediation Conference.

I understand that if either party declines to engage in mediation or if the mediation is unsuccessful, the Miami-Dade Commission on Human Rights will issue a final determination related to probable cause.

Signature: _____ Date: _____

Printed Name: _____

Telephone Number: _____

Exhibit K

IN THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT IN
AND FOR MIAMI-DADE COUNTY,
FLORIDA

GENERAL JURISDICTION

KHAMBREL BROWN,

Plaintiff,

Case No.:

vs.

LUXE PROPERTIES, LLC and
SAUL ALEMAN

Defendant,

COMPLAINT

Plaintiff, Khambrel Brown, (“**Plaintiff**”) sues Defendants, Luxe Properties, LLC,
and Saul Aleman, and as good grounds alleges as follows:

PRELIMINARY STATEMENT

1. The premise behind the fair housing laws is simple: everyone has the legal right to live anywhere he/she wants to live. Fair housing laws apply to everyone to ensure that no one is refused housing based on, among other things, their race, religion, skin color, or their source of income. The idea is that everyone should have the opportunity to rent and afford decent, safe, and sanitary housing in the private market. Plaintiff brings this action because Defendants discriminated against him by refusing to provide real estate services to Plaintiff as Plaintiff sought to rent a dwelling located in Miami-Dade County exclusively because of his source of income.

2. Fair housing laws do not require an owner to rent to anyone. The laws simply require an owner to treat all prospective tenants the same. In order to ensure that everyone is treated the same, in Miami-Dade County, the fair housing laws provide that when an owner fails to treat applicants the same based on their race, religion, skin color, or their source of income the owner can be sued for such discrimination.

3. Initially, Plaintiff sought Defendants professional real estate services. However, when Defendants learned that Plaintiff is a recipient of public housing vouchers, Defendants' attitude changed entirely, and Defendants suddenly refused to provide real estate service to Plaintiff.

4. Defendants actions discriminated against Plaintiff based on his source of income, and in doing so Defendants violated Chapter 11A Article II Section 11A-12 of the Miami-Dade County Code of Ordinances (the "**Miami-Dade County Fair Housing Act**").

5. Plaintiff brings this action, not only to recover for the damages caused to him as a result of Defendants' discriminatory actions, but also to ensure that Defendants stop their discriminatory practices, and receive proper training to ensure that they never discriminate against any other Miami-Dade residents in the future.

JURISDICTION AND VENUE

6. This is an action for injunctive relief, declaratory relief, and damages in excess of Thirty Thousand Dollars (\$30,000.00), exclusive of interest, costs and attorneys' fees.

7. Plaintiff elects to bring this civil action pursuant to Chapter 11 A, Article II of the Miami-Dade County Code of Ordinances. Section 11 A-15 of the that ordinance

provides that Plaintiff “may file a civil action regardless of whether he or she has filed a complaint under this article and regardless of the status of any complaint filed under this article.” As such, Plaintiff is not required to exhaust administrative remedies before initiating this action.

8. Venue is proper in this Circuit since Defendants conduct business in Miami-Dade County, Florida and the cause of action arose in Miami-Dade County, Florida.

PARTIES

9. Plaintiff is a resident of Miami-Dade County and participates in the Housing Choice Voucher Program (“**Section 8**”).

10. Defendant, Luxe Properties, LLC, is a Florida Company that is comprised of licensed real estate professionals.

11. Defendant, Saul Aleman, is a licensed real estate sales associate in the State of Florida and an agent of Luxe Properties, LLC. (see “Exhibit A”)

STATEMENT OF THE FACTS

12. The Section 8 program is the federal government’s major program for assisting very low-income families, the elderly, and the disabled to afford decent, safe, and sanitary housing in the private market.

13. Section 8 housing vouchers are administered locally by public housing agencies who receive federal funds from the United States Department of Housing and Urban Development.

14. Participants are selected from Miami-Dade Public Housing and Community Development's waiting list, and typically pay approximately 30% of their

income toward rent; the landlord then receives the difference between this amount and the Fair Market Rent in the form of a housing assistance payment from the County's Public Housing and Community Development authority.

15. While searching for housing in July 2021, Plaintiff sought professional real estate services as Plaintiff was looking to rent a home in Miami-Dade County.

16. Plaintiff inquired, via Facebook, as to whether Defendant Saul Aleman was a realtor.

17. Defendant Saul Aleman confirmed that he was a realtor. (see "Exhibit B")

18. Defendant Saul Aleman proceeded to inquire about Plaintiff's fund and credit score. (see "Exhibit B")

19. Plaintiff informed Defendant that he was looking to rent a home and that he was a recipient of the Section 8 housing voucher. (see "Exhibit B")

20. Defendant Saul Aleman's attitude completely changed as he responded and denied his services to Plaintiff due to Plaintiff's desire to use the Section 8 voucher in conjunction with the rental of a dwelling. (see "Exhibit B")

21. On information and belief, Defendants at all relevant times were aware of the Section 8 program and that the Miami-Dade County Fair Housing Act made it illegal to discriminate against recipients of Section 8 vouchers.

22. Nevertheless, Defendants responded to Plaintiff's attempts to attain professional real estate services by stating, "I am not available to assist," "I'm not qualified to help," and "I found some apartments but section 8 can take months and I wouldn't make much money out of it anyway." (see "Exhibit B")

23. The intent of the responses was clear and understood by Plaintiff without the need for inference or presumption, as it was a direct expression of the Defendants' discriminatory refusal to provide professional real estate services to Plaintiff because of his Lawful Source of Income.

24. Defendants were refusing provide professional real estate services to Plaintiff because of his lawful use of Section 8 vouchers, and thereby denying the services to him because of this Lawful Source of Income, in blatant disregard for the Miami-Dade County Fair Housing Act.

25. As someone who participates in the Section 8 program, Plaintiff was and is insulted, angered, and emotionally distressed by Defendants' outright refusal to provide Plaintiff professional real estate services..

26. Plaintiff is particularly sensitive to discriminatory practices, having previously experienced and suffered the insult and injury of discrimination in the past.

27. Plaintiff was and is saddened, angered, and insulted by the fact that the Defendants, despite their training and education in real estate and fair housing laws, continue to engage in discriminatory practices, which have the impact of greatly reducing the usability of Section 8 vouchers.

28. Plaintiff has also spent a significant amount of time thinking about other Section 8 recipients who were likely to have also been similarly denied housing at the Dwelling because of their Source of Income which has further caused Plaintiff pain and suffering.

29. Defendants' unlawful conduct proximately caused Plaintiff to suffer the aforementioned emotions, which have manifested into stress, feelings of indignity, and

anxiety with regard to his own difficulties in finding housing as a Section 8 voucher holder and for other Section 8 voucher holders similar treated to the same indignity he experienced.

COUNT I
VIOLATIONS OF MIAMI-DADE COUNTY FAIR HOUSING ACT BY
DEFENDANT SAUL ALEMAN

30. Plaintiff repeats and realleges all preceding paragraphs as if fully set forth herein.

31. Chapter 11A Article II Section 11A-12 of the Miami-Dade County Code of Ordinances reads:

(1) *Discrimination in sale or rental of housing and other prohibited practices. It shall be unlawful for any person, owner, financial institution, real estate broker, real estate agent or any representative of the above to engage in any of the following acts because of race, color, religion, ancestry, national origin, age, sex, pregnancy, disability, marital status, familial status, gender identity, gender expression, sexual orientation, source of income, or actual or perceived status as a victim of domestic violence, dating violence or stalking, of a prospective buyer, renter, lessee.*

- a) To refuse to sell, purchase, rent, lease, finance, negotiate or otherwise deny to or withhold any dwelling or to evict a person; or...
- b) To discriminate against a person in the terms, conditions, or privileges of the sale, purchase, rental or lease of any dwelling, **or in the furnishing of facilities or services in connection therewith;**

32. Chapter 11A Article II Section 11A-11 of the Miami-Dade County Code of Ordinances defines source of income as “the lawful, verifiable income paid directly to a tenant or paid to a representative of a tenant, including, but not limited to, **Section 8 Housing Choice Vouchers**, Supplemental Security Income, Social Security, pensions and other retirement benefits.”

33. Defendant Saul Aleman is a licensed real estate agent and an agent of Luxe Properties, LLC.

34. At all relevant times, Defendant Saul Aleman was acting in his capacity as an agent of Defendant Luxe Properties, LLC.

35. Defendants are engaged in the business of real estate and offer their professional real estate services to the public.

36. Plaintiff contacted Defendant Saul Aleman on July 2, 2021 regarding use of Defendant's professional real estate services.

37. Defendant Saul Aleman advised that he would not provide professional real estate services to Plaintiff due to Plaintiff's lawful source of income.

38. Defendant Saul Aleman refused to furnish Plaintiff professional real estate services in connection with Plaintiff's attempt to rent real property in Miami-Dade County due to Plaintiff's Lawful Source of Income.

39. As a result of Defendants' discriminatory conduct, Plaintiff has suffered, is continuing to suffer, and will in the future suffer irreparable loss and injury and real and immediate threat of future discrimination by Defendants.

40. In engaging in this unlawful conduct described above, Defendant acted recklessly or intentionally. This is evidenced, in part, by the fact that Defendants' agents are aware of the fair housing laws and their obligations thereunder, but despite such awareness, chose to engage in unlawful discrimination.

41. As prospective renter treated in a discriminatory manner by Defendants, Plaintiff has suffered an injury in precisely the form the Miami-Dade County Fair Housing Act was intended to guard against, and therefore has standing to maintain his claims under the Act's provisions.

42. Defendants Luxe Properties, LLC, through the actions of its agent Saul Aleman, is liable to Plaintiff for all injuries caused by the violations of the Miami-Dade County Fair Housing Act.

43. Accordingly, Plaintiff is aggrieved by Defendants' discriminatory actions in violation of the Miami-Dade County Fair Housing Act.

COUNT II
VIOLATIONS OF MIAMI-DADE COUNTY FAIR HOUSING ACT BY
DEFENDANT LUXE PROPERTIES, LLC

44. Plaintiff repeats and realleges all preceding paragraphs as if fully set forth herein.

45. Defendant Saul Aleman is a licensed real estate agent and an agent of Luxe Properties, LLC.

46. Defendant Saul Aleman, an agent of Luxe Properties, LLC, denied Plaintiff professional real estate services solely due to Plaintiff's Lawful Source of Income.

47. Through the acts of their agents and representatives, Defendant Luxe Properties, LLC has violated the Miami-Dade Fair Housing Act.

48. Defendant Luxe Properties, LLC is liable to Plaintiff for all injuries caused by the violations of the Miami-Dade County Fair Housing Act committed by their agents and representatives.

49. Accordingly, Plaintiff is aggrieved by Defendants' discriminatory actions in violation of the Miami-Dade County Fair Housing Act.

WHEREFORE, Plaintiff respectfully requests that the Court:

A. declare the actions, omissions, policies, and procedures of Defendant complained of herein to be in violation of the Miami-Dade County Fair Housing Act;

B. enter a permanent injunction enjoining Defendants, their successors, and their servants, agents and employees, and all those acting in concert with them from engaging in discrimination based on Lawful Source of Income in Miami-Dade County;

C. enter a permanent injunction compelling Defendants, their successors, and their servants, agents and employees, to adopt policies, procedures, and practices which will ensure that they refrain from discrimination based on Lawful Source of Income in Miami-Dade County;

D. enter a permanent injunction compelling Defendant, their successors, and their servants, agents and employees, to participate in housing discrimination training;

E. award compensatory damages to Plaintiff against Defendant for, among other things, the emotional distress, anger, and insult injury caused by their discriminatory actions with respect to Source of Income discrimination believed to be at least \$75,000;

F. award punitive damage to Plaintiff against Defendant as allowed under Miami-Dade County's ordinance prohibiting discrimination;

G. award Plaintiff his costs and reasonable attorneys' fees in this action;

H. enter a judgment in favor of the Plaintiff for the total amount of his damages, plus pre-judgment interest; and

I. award Plaintiff such other and further relief as the Court deems just and proper.

JURY DEMAND

Plaintiff demands trial by jury on all issues that can be heard by a jury.

Respectfully submitted,

Siri & Glimstad, LLP
20200 West Dixie Highway
Suite 902
Aventura, FL 33180
(786) 244-5660
Orel Kupeer, Esq.
Florida Bar No. 1016171
okupeer@sirillp.com

Attorney for the Plaintiff

By: /s/ Orel Kupeer
Orel Kupeer, Esq.

EXHIBIT A

Licensee

Name:	ALEMAN, SAUL	License Number:	SL3415945
Rank:	Real Estate Sales Associate	License Expiration Date:	03/31/2022
Primary Status:	Current	Original License Date:	06/06/2018
Secondary Status:	Active		

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
CQ1042951	Current, Active	LUXE PROPERTIES LLC DBA:LUXE PROPERTIES	Employed By	12/02/2019	Real Estate Corporation	09/30/2022

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EXHIBIT B



Saul Aleman

Active 4m ago



Hey Saul are you still a realtor?

Yes

Do you have the funds to close



How many bedrooms are you looking for and what's your credit

I'm looking to rent. I have a section 8 voucher for \$1300 in Miami Dade and need help finding a place to rent

Can you help me

I am not able to assist

Rent is nowhere near those orchids

Prices

There should be places with rents at my prices. I've seen a bunch



Saul Aleman

Active 4m ago



There should be places with rents at my prices. I've seen a bunch online

Jul 2, 2021, 2:44 PM

Share done with me



Some

I found them on Facebook marketplace

You can filter for prices up to \$1300

I can also get a place for a bit more and pay the difference out of pocket

Can't you also check the mls?

Jul 2, 2021, 3:01 PM

Will you be able to help me or not?

Jul 2, 2021, 3:24 PM

I'm not qualified to help



Saul Aleman

Active 5m ago



Jul 2, 2021, 2:44 PM

Share done with me



Some

I found them on Facebook marketplace

You can filter for prices up to \$1300

I can also get a place for a bit more and pay the difference out of pocket

Can't you also check the mls?

Jul 2, 2021, 3:01 PM



Will you be able to help me or not?

Jul 2, 2021, 3:24 PM

I'm not qualified to help

I found some apartments but section 8 can take months and I wouldn't make much money out of it anyway

