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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 20549**

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**FORM 8-K**

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**CURRENT REPORT**

**Pursuant to Section 13 or 15(d) of the  
Securities Exchange Act of 1934**

**Date of Report (Date of Earliest Event Reported): March 11, 2019**

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**Realogy Holdings Corp.**

(Exact Name of Registrant as Specified in its Charter)

Delaware	001-35674	20-8050955
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)

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**Realogy Group LLC**

(Exact Name of Registrant as Specified in its Charter)

Delaware	333-148153	20-4381990
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)

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175 Park Avenue  
Madison, NJ 07940  
(Address of principal executive offices) (Zip Code)  
(973) 407-2000

(Registrant's telephone number, including area code)

None  
(Former name or former address if changed since last report)

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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**Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

On March 11, 2019, Realogy Holdings Corp. (the “Company”) announced that Charlotte C. Simonelli has been elected as Executive Vice President, Chief Financial Officer and Treasurer of the Company, effective March 25, 2019.

As of that date, Timothy B. Gustavson, who has served as the Company's Interim Chief Financial Officer and Treasurer, will continue in his role as Senior Vice President, Chief Accounting Officer and Controller of the Company.

A copy of the Company's press release related to the foregoing is furnished as Exhibit 99.1 to this Current Report on Form 8-K.

Since January 2016, Ms. Simonelli, age 47, had been employed by Johnson & Johnson, a global holding company primarily focused on human health, most recently as Vice President and Chief Financial Officer, Medical Devices, from September 2017, and prior thereto, as Vice President and Chief Financial Officer, Enterprise Supply Chain. Previously, she held various finance roles in large multi-brand global organizations, including Reckitt Benckiser Inc. (a multinational consumer goods company), Kraft Foods Inc. (now Mondelez International Inc.), and PepsiCo, Inc. Ms. Simonelli served at Reckitt Benckiser from 2011 to 2015, including in the roles of Vice President, Finance, North America (from July 2014 to September 2015), Senior Vice President, Finance, ENA (a territory that included Europe, Israel and North America) from January 2012 to July 2014 and Senior Vice President, Finance, NAA (a territory that included North America, Australia and New Zealand) from April 2011 to December 2011. Ms. Simonelli began her career at Unilever US, Inc., focused on financial planning and analysis.

There have been no transactions and there are no currently proposed transactions in which the Company was or is to be a participant and in which Ms. Simonelli had or will have a direct or indirect material interest that requires disclosure pursuant to Item 404(a) of Regulation S-K.

Pursuant to a letter agreement between the Company and Ms. Simonelli, she will be entitled to an annual base salary of \$650,000. Additionally, she will be eligible to participate in the Company's (i) annual cash incentive plan with her individual target eligible funding equal to 100% of her eligible earnings in the applicable performance year and (ii) long-term incentive program with the composition of her 2019 equity award (valued at approximately \$1.1 million) to be generally consistent with the Company's 2019 executive equity program determined by the Compensation Committee and comprised of performance share units (“PSUs”), restricted stock units vesting ratably over three years and options vesting ratably over four years. The 2019 PSUs will be based upon achievement of metrics over a three-year period ending December 31, 2021. Ms. Simonelli will also receive an onboarding grant of restricted stock units (valued at \$1.0 million) that will vest on each of the first three anniversaries of the grant date. Ms. Simonelli's equity awards are expected to be granted on or about March 25, 2019 and will be subject to the Company's Clawback Policy. Ms. Simonelli will be entitled to participate in Company employee benefits and programs as generally available to other senior executives of the Company. Ms. Simonelli's employment is at-will.

Ms. Simonelli will also be eligible to become a participant in the Company's Executive Severance and Executive Change in Control Plans following her execution of an Executive Restrictive Covenant Agreement with the Company, which includes a non-competition period of two years and a non-solicitation period of three years following a termination of employment for any reason. The Executive Severance Plan provides for severance protections upon certain terminations of employment not related to a change in control while the Executive Change in Control Plan provides for protections for certain terminations in connection with a change in control. The Company's Clawback Policy applies in the event Ms. Simonelli breaches the restrictive covenants under the Executive Restrictive Covenant Agreement.

The Company will also enter into its standard Indemnification Agreement with Ms. Simonelli. Pursuant to the Indemnification Agreement, the Company agrees to indemnify Ms. Simonelli to the fullest extent permitted, and in the manner permitted, by applicable law as in effect as of the date of the Indemnification Agreement or as such laws may, from time to time, be amended (but only if amended in a way that broadens the right to indemnification and advancement of expenses), subject to the terms and limitations provided therein.

The foregoing descriptions of the material terms of Ms. Simonelli's letter agreement with the Company, the Restrictive Covenant Agreement, the Executive Severance Plan, the Executive Change in Control Plan, and the Indemnification Agreement do not purport to be complete descriptions and are qualified in their entirety by reference to the documents which are filed, respectively, as Exhibits 10.1 to 10.5 to this Current Report on Form 8-K and incorporated herein by reference.

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**Item**  
**9.01. Financial Statements and Exhibits.**

*(d) Exhibits*

<b><u>Exhibit No.</u></b>	<b><u>Description</u></b>
10.1	Letter Agreement dated February 28, 2019 between Realogy Holdings Corp. and Charlotte Simonelli.
10.2	Form of Realogy Holdings Corp. Executive Restrictive Covenant Agreement (incorporated by reference to Exhibit 10.3 to Realogy Holdings Corp.'s Current Report on Form 8-K filed November 6, 2018).
10.3	Realogy Holdings Corp. Severance Pay Plan for Executives (incorporated by reference to Exhibit 10.1 to Realogy Holdings Corp.'s Current Report on Form 8-K filed November 6, 2018).
10.4	Realogy Holdings Corp. Change in Control Plan for Executives (incorporated by reference to Exhibit 10.2 to Realogy Holdings Corp.'s Current Report on Form 8-K filed November 6, 2018).
10.5	Form of Indemnification Agreement (incorporated by reference to Exhibit 10.79 to Realogy Holdings Corp.'s Registration Statement on Form S-1 (File No. 333-181988)).
99.1	Press Release dated March 11, 2019.

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**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

REALOGY HOLDINGS CORP.

By: /s/ Timothy B. Gustavson  
Timothy B. Gustavson, Interim Chief Financial Officer  
and Treasurer, Chief Accounting Officer, Controller  
and Senior Vice President

Date: March 11, 2019

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

REALOGY GROUP LLC

By: /s/ Timothy B. Gustavson  
Timothy B. Gustavson, Interim Chief Financial Officer  
and Treasurer, Chief Accounting Officer, Controller  
and Senior Vice President

Date: March 11, 2019

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## EXHIBIT INDEX

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February 26, 2019

**VIA HAND DELIVERY**

Charlotte Simonelli  
146 Mountainside Road  
Mendham, NJ 07945

Dear Charlotte:

We are pleased to confirm our offer of employment with Realogy Holdings Corp. (the "Company") as Executive Vice President, Chief Financial Officer and Treasurer, reporting to Ryan Schneider, Chief Executive Officer, Realogy Holdings Corp. It is anticipated that your employment will begin on or about March 25, 2019. Your base salary during the term of your employment shall be \$650,000.00 per annum, or such increased amount as the Compensation Committee of the Board of Directors of Realogy Holdings Corp. may from time to time determine. Your base salary shall be payable in accordance with the Company's customary practices applicable to its executives, but no less frequently than monthly. You will be eligible for participation in the Company's health and welfare benefits plans on the first calendar day of the month following your date of hire. This offer is contingent upon satisfactory background verification, as well as compliance with federal immigration employment law requirements.

Your position will be a Realogy Level 1 and is considered a participant on the Executive Committee (EC) of Realogy Holdings Corp. This position is expected to be an executive officer of the Company, which is subject to a determination by the Realogy Holdings Corp. Board of Directors, which determination is expected to occur prior to your first day of employment. You shall be assigned with the duties and responsibilities of Chief Financial Officer and Treasurer or as may reasonably be assigned to you from time to time by the Chief Executive Officer of the Company. You shall perform such duties, undertake the responsibilities, and exercise the authorities customarily performed, undertaken and exercised by persons situated in a similar executive capacity at a similar company. If, at any time, you are elected as a director of the Company or as a director or officer of any of the Company's affiliates, you will fulfill your duties as such director or officer without additional compensation.

You shall devote your full-time business attention to the business and affairs of the Company and its affiliates and shall use your best efforts to faithfully and diligently serve the business and affairs of the Company and its affiliates. Notwithstanding the foregoing, you may, subject to the Company's policy as in effect from time to time, (i) serve on civic, charitable or non-profit boards or committees, (ii) serve on for-profit boards or committees, subject to the approval of the Compensation Committee or with respect to service on public boards, the Board, which approval shall not be unreasonably withheld or delayed, and (iii) manage personal and family investments and affairs, participate in industry organizations and deliver lectures at educational institutions, in each case so long as such service and activity does not interfere, individually or in the aggregate, with the performance of your responsibilities hereunder and subject to the code of conduct and other applicable policies of the Company and its affiliates as in effect from time to time.

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You shall also be subject to and shall abide by each of the personnel and compliance policies of the Company and its affiliates applicable and communicated in writing to senior executives. By executing this agreement you acknowledge and agree that (i) you are subject to the terms and conditions of the Company's Clawback Policy as in effect from time to time, (ii) such Clawback Policy, in each case, shall apply to, among other things, all currently outstanding vested and unvested awards and all awards that have been previously exercised or paid, including any proceeds, gains or other economic benefit in respect of the award and (iii) to the extent permitted by applicable law and notwithstanding the terms and conditions of the Clawback Policy as in effect from time to time, such Clawback Policy shall apply in the event you breach the Realogy Holding Corp. Executive Restrictive Covenant Agreement.

For each fiscal year of the Company ending during the term of your employment, you shall be eligible to receive annual cash incentive compensation with a target bonus percentage equal to 100% of your eligible earnings subject to and in accordance with the terms of the applicable annual cash bonus plan as in effect from time to time, as approved by the Realogy Holdings Corp. Compensation Committee. Such compensation amount may be adjusted based upon Company performance measures and/or your relative individual performance. Such annual cash bonus shall be paid in no event later than March 15th of the taxable year following the end of the taxable year to which the performance targets relate, provided that you are employed by the Company or one of its affiliates through the date specified in the annual cash bonus plan and any performance targets established by the Committee for the applicable fiscal year have been achieved.

In addition, you may be eligible for long-term incentive compensation awards as determined by the Realogy Holdings Corp. Compensation Committee in its sole discretion and in accordance with Company's equity grant practices for similarly situated employees at the time of grant, which may be comprised of various equity vehicles including but not limited to stock options, performance shares units, and restricted stock units. For 2019, you will be eligible for an equity award equal to \$1,100,000.00 at the time of grant, comprised of various equity vehicles consistent with equity grants provided to other similarly situated executives of the Company. Furthermore, you will be recommended for a Realogy Holdings Corp. one-time inducement equity award valued at \$1,000,000.00, which will be in the form of restricted stock units that will vest in three equal installments on each of the first three grant anniversary dates, subject to the approval by the Realogy Holdings Corp. Compensation Committee. Such recommended equity award, to be effective on your first day of employment, will be submitted to the Realogy Holdings Corp. Compensation Committee for consideration and approval prior to your date of hire. Your acceptance of any Realogy Holdings Corp. equity grant is subject to your agreement to be bound by certain restrictive covenants that will be set forth in the enclosed Executive Restrictive Covenant Agreement.

During the term of your employment, you shall be entitled to participate in all employee benefit plans, practices and programs maintained by the Company or its affiliates and made available to employees of the Company generally, including, without limitation, all retirement, savings, medical, hospitalization, disability, dental, life or travel accident insurance benefit, and vacation/paid time-off plans and policies, to the extent you are eligible under the terms of such plans. Your participation in such plans, practices and programs shall commensurate with your position at the Company. You shall also be entitled to participate in a death and dismemberment benefit plan that shall provide death and dismemberment insurance in the amount of two and a half times your base salary at the time of death or dismemberment up to \$2 million, subject to your eligibility of insurability. For the avoidance of doubt, you shall not be entitled to any excise tax gross-up under Section 280G or 4999 of the Internal Revenue Code of 1986, as amended (the "Code") (or any successor provision) or any other tax gross-up.

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Ms. Charlotte Simonelli

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You will also be eligible to receive executive level severance benefits which are set forth in the enclosed Realogy Holdings Corp. Severance Pay Plan for Executives and executive level change in control benefits under the enclosed Realogy Holdings Corp. Change in Control Plan for Executives (together, the "Plans"). Your participation in these Plans require you to execute the enclosed Notice of Participation forms applicable to each plan.

The Company shall be entitled to withhold the amount, if any, of all taxes of any applicable jurisdiction required to be withheld by an employer with respect to any amount paid to you hereunder. The Company, in its sole and absolute discretion, shall make all determinations as to whether it is obligated to withhold any taxes hereunder and the amount thereof.

By accepting this position, you are representing that: (i) your assumption and performance of the duties with the Company or its affiliates contemplated by this offer letter and accompanying Executive Restrictive Covenant Agreement will not violate or conflict with any agreement, instrument, statute, rule or regulation, or any decree, judgment or order of any court or other governmental authority by which you are bound, and (ii) you are not a party to or bound by any agreement or instrument which would prevent you from performing in any way your duties contemplated by this offer letter, including without limitation any employment agreement, covenant not to compete, covenant not to solicit or hire, separation agreement or confidentiality agreement with any person or entity. You also agree that you shall not, during your employment with the Company, improperly use or disclose to the Company or its affiliates or any of the employees or agents (including sales associates) of the Company or its affiliates any proprietary information or trade secret belonging to any former employer of yours or any other person or entity to which you owe a duty of non-disclosure.

Upon submission of proper invoices in accordance with the Company's normal procedures, you shall be entitled to receive prompt reimbursement of all reasonable out-of-pocket business, entertainment and travel expenses incurred by you in connection with the performance of your duties hereunder that have been incurred in accordance with the Company's business expense and travel and entertainment policies in effect from time to time. Such reimbursement shall be made as soon as practicable and in no event later than the end of the calendar year following the calendar year in which the expenses were incurred.

Per the Company's standard policy, this letter is not intended nor should it be considered as an employment contract for a definite or indefinite period of time. Employment with the Company is at will, and either you or the Company may terminate employment at any time, for any reason, with or without cause or notice.

Upon a termination of employment for any reason, you shall resign each position (if any) that you then hold as an officer or director of the Company and any of its affiliates, as well as any positions you hold as a trustee or fiduciary of any employee benefit plan maintained by the Company. Your execution of this agreement shall be deemed the grant by you to the officers of the Company of a limited power of attorney to sign in your name and on your behalf any such documentation as may be required to be executed solely for the limited purposes of effectuating such resignations.

Any controversy, dispute or claim arising out of or relating to this letter, or its interpretation, application, implementation, breach or enforcement which the parties are unable to resolve by mutual agreement, shall be settled by submission by either party of the controversy, claim or dispute to binding arbitration in New York City, in the Borough of Manhattan (unless the parties agree in writing to a different location), before a single arbitrator in accordance with the Employment Dispute Resolution Rules of the American Arbitration Association then in effect. In any such arbitration proceeding the parties agree to provide all discovery deemed necessary by the arbitrator. The decision and award made by the arbitrator shall be final, binding

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Ms. Charlotte Simonelli

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and conclusive on all parties hereto for all purposes, and judgment may be entered thereon in any court having jurisdiction thereof. Each party shall bear its or her costs and expenses in any such arbitration, including, but not limited to, attorneys' fees; provided, however, if you prevail on substantially all material claims, the Company shall reimburse you for your reasonable attorneys' fees and costs. It is part of the essence of this letter that any claims hereunder shall be resolved expeditiously and as confidentially as possible. Accordingly, all proceedings in any arbitration shall be conducted under seal and kept strictly confidential. In that regard, no party shall use, disclose or permit the disclosure of any information, evidence or documents produced by any other party in the arbitration proceedings or about the existence, contents or results of the proceedings except as necessary and appropriate for the preparation and conduct of the arbitration proceedings, or as may be required by any legal process, or as required in an action in aid of arbitration or for enforcement of or appeal from an arbitral award. Before making any disclosure permitted by the preceding sentence, the party intending to make such disclosure shall give the other party reasonable written notice of the intended disclosure and afford such other party a reasonable opportunity to protect its interests.

You will be subject to the Realogy Holding Corp. Executive Restrictive Covenant Agreement and the Director and Officer Indemnification Agreement, both of which are enclosed with this letter and must be signed and returned by you before any employment relationship will be effective.

Please indicate your acceptance of this offer by signing and bringing it along with the executed Director and Officer Indemnification Agreement, the Realogy Holding Corp. Executive Restrictive Covenant Agreement, the Notice of Participation for the Realogy Holdings Corp. Severance Pay Plan and the Notice of Participation for the Realogy Holdings Corp. Change in Control Plan for Executives, together with all completed paperwork, including the completed W-4, I-9 and Realogy Personal Data Form on your first day of employment.

Upon your acceptance, this letter will contain the entire agreement and understanding between you and the Company and supersedes any prior or contemporaneous agreements, understandings, term sheets, communications, offers, representations, warranties, or commitments by or on behalf of the Company (oral or written). The terms of your employment may in the future be amended, but only by writing and which is signed by both you and, on behalf of the Company, by a duly authorized executive officer. In making this offer, we are relying on the information you have provided us about your background and experience, including any information provided us in any employment application that you may have submitted to us. The language in this agreement will be construed as to its fair meaning and not strictly for or against either of us. If any provision of this agreement is held invalid, in whole or in part, such invalidity will not affect the remainder of such provision or the remaining provisions of this agreement. This agreement is governed by Delaware law (without regard to conflicts of law principles) and the Federal Arbitration Act ("FAA"), but in case of a conflict the FAA controls.

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Ms. Charlotte Simonelli  
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Should you have any questions or concerns regarding your employment with Realogy, please feel free to contact me at (973) 407-5809.

Regards,

/s/ Sunita Holzer

Sunita Holzer  
Chief Human Resources Officer  
Realogy Holdings Corp.

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I agree that I have been given a reasonable opportunity to read this letter carefully. I have not been promised anything that is not described in this letter. The Company encourages me to discuss the letter with my legal advisor. I have read this letter, understand it, and I am signing it voluntarily. By signing the letter, I understand that the parties are agreeing to arbitration for any disputes as set forth above.

Agreed and Accepted:

Understood and accepted:

/s/ Charlotte Simonelli  
Charlotte Simonelli

Feb. 28, 2019  
Date

cc: Ryan Schneider

HR File

Enclosures



**FOR IMMEDIATE RELEASE**

**REALOGY NAMES CHARLOTTE SIMONELLI  
CHIEF FINANCIAL OFFICER**

*Skilled Finance Leader to Apply Broad Business Experience to  
Drive Operating Performance*

**MADISON, N.J.** (March 11, 2019) – Realogy Holdings Corp. (NYSE: RLGY), the largest full-service residential real estate services company in the United States, today announced the appointment of **Charlotte Simonelli** as Executive Vice President, Chief Financial Officer (CFO) and Treasurer, effective March 25, 2019. Reporting to Realogy President and Chief Executive Officer, **Ryan Schneider**, Simonelli will serve as a member of the company’s executive leadership team. She joins Realogy from Johnson & Johnson where she most recently served as Vice President and Chief Financial Officer, Medical Devices.

“Charlotte is a strategic and hands-on executive with deep financial experience at some of the world’s most recognized and respected organizations,” said Schneider. “She will be a great addition to the team, and I look forward to working closely with her to drive operating performance, to optimize our capital structure, and to unlock additional value for our shareholders.”

As Realogy CFO, Simonelli will be responsible for all financial functions across the company’s multiple businesses and brands, including financial reporting, planning and analysis, accounting, treasury, tax, and investor relations.

“I am excited to take on this role and join such a talented and experienced leadership team led by Ryan Schneider,” said Simonelli. “Realogy is an industry leader with unmatched scale, and I look forward to working with the team to leverage the company’s resources, including technology and data analytics, to drive improved business results going forward.”

Simonelli has held various finance roles in both Europe and the United States within large multi-brand global organizations, including Reckitt Benckiser Inc., Kraft Foods Inc. (now Mondelez International Inc.), and PepsiCo, Inc. Her background includes strong experience in P&L management, FP&A, M&A, sales finance, SAP project management, and supply chain finance and audit. Simonelli began her career at Unilever US, Inc., focused on financial planning and analysis. She holds an MBA from the University of Chicago Graduate School of Business and a Bachelor of Science in Accounting from the Rochester Institute of Technology.

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As part of the transition, interim Realogy CFO **Tim Gustavson** will resume his primary responsibilities as the company's Chief Accounting Officer and Controller.

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**About Realogy Holdings Corp.**

Realogy Holdings Corp. (NYSE: RLGY) is the leading and most integrated provider of residential real estate services in the U.S., focused on empowering independent sales agents to best serve today's consumers. Realogy delivers its services through well-known industry brands, including Better Homes and Gardens® Real Estate, CENTURY 21®, Climb Real Estate®, Coldwell Banker®, Coldwell Banker Commercial®, Corcoran Group®, ERA®, Sotheby's International Realty® as well as NRT, Cartus®, Title Resource Group and ZapLabs®, an in-house innovation and technology development lab. Realogy's fully integrated business model includes brokerage, franchising, relocation, mortgage, and title and settlement services. Realogy provides independent sales agents access to leading technology, best-in-class marketing and learning programs, and support services to help them become more productive and build stronger businesses. Realogy's affiliated brokerages operate around the world with approximately 193,600 independent sales agents in the United States and approximately 106,400 independent sales agents in 112 other countries and territories. Realogy is headquartered in Madison, New Jersey.

**Forward Looking Statements**

*Certain statements in this press release constitute "forward-looking statements." Such forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements of Realogy Holdings Corp. to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. Any statements that refer to expectations or other characterizations of future events, circumstances or results are forward-looking statements.*

*Various factors that could cause actual future results and other future events to differ materially from those in forward-looking statements include but are not limited to those set forth under the headings "Forward-Looking Statements" and "Risk Factors" in Realogy's filings with the Securities and Exchange Commission, including its Annual Report on Form 10-K for the year ended December 31, 2018 and its other filings made from time to time. Realogy undertakes no obligation to release publicly any revisions to any forward-looking statements, except as required by law.*

**Realogy Investor Contacts:**

Alicia Swift  
(973) 407-4669  
Alicia.Swift@realogy.com

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Danielle.Kloebler@realogy.com

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