(Street)

(City)

**SEATTLE** 

## FORM 4

## **UNITED STATES SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

		/AL

OMB Number:	3235-0287
Estimated average bur	den
hours per response:	0.5

Form filed by One Reporting Person

Form filed by More than One Reporting Person

Check this box if no longer subject to Section 16. Form 4 or Form 5 obligations may continue. See Instruction 1(b).

WA

(State)

98101

(Zip)

Check this box to indicate that a transaction was made pursuant to a contract, instruction or written plan for the

#### STATEMENT OF CHANGES IN BENEFICIAL OWNERSHIP

Filed pursuant to Section 16(a) of the Securities Exchange Act of 1934 or Section 30(h) of the Investment Company Act of 1940

issuer that affirmative	or sale of equity securities of is intended to satisfy the defense conditions of Rule See Instruction 10.						
Name and Address of Reporting Person <u>Nielsen Christopher John</u>			2. Issuer Name <b>and</b> Ticker or Trading Symbol Redfin Corp [ RDFN ]		ionship of Reporting Pers all applicable) Director	on(s) to Issuer	
(Last)	(First)	(Middle)	3. Date of Earliest Transaction (Month/Day/Year) 07/01/2025	X	X Officer (give title Obelow) be		
` '	IN CORPORATION	` ,			Chief Financial Officer		
1099 STEV	VART STREET, SU	TITE 600	4. If Amendment, Date of Original Filed (Month/Day/Year)	6. Individ	dual or Joint/Group Filing	(Check Applicable Line)	

### Table I - Non-Derivative Securities Acquired, Disposed of, or Beneficially Owned

1. Title of Security (Instr. 3)	2. Transaction Date (Month/Day/Year)	 3. Transac Code (In 8)		Disposed Of (D) (Instr. 3, 4 and 5)		Securities Beneficially Owned Following Reported	Form: Direct (D) or Indirect (I) (Instr. 4)	Beneficial Ownership	
		Code	v	Amount	(A) or (D)	Price	Transaction(s) (Instr. 3 and 4)		(Instr. 4)
Common Stock	07/01/2025	<b>D</b> <sup>(1)</sup>		505,640	D	(1)	0	D	

# Table II - Derivative Securities Acquired, Disposed of, or Beneficially Owned (e.g., puts, calls, warrants, options, convertible securities)

1. Title of Derivative Security (Instr. 3)	2. Conversion or Exercise Price of Derivative Security	3. Transaction Date (Month/Day/Year)	3A. Deemed Execution Date, if any (Month/Day/Year)	4. Transac Code (Ir 8)		Derivative Securities Acquired (A) or Disposed of (D) (Instr. 3, 4 and 5)				7. Title and Amount of Securities Underlying Derivative Security (Instr. 3 and 4)		8. Price of Derivative Security (Instr. 5)	Reported	10. Ownership Form: Direct (D) or Indirect (I) (Instr. 4)	11. Nature of Indirect Beneficial Ownership (Instr. 4)
				Code	v			Date Exercisable	Expiration Date	Title	Amount or Number of Shares		Transaction(s) (Instr. 4)		
Stock Option (right to buy) <sup>(2)</sup>	\$9.15	07/01/2025		D <sup>(3)</sup>			83,333	(4)	05/11/2026	Common Stock	83,333	\$0	0	D	
Stock Option (right to buy) <sup>(2)</sup>	\$10.8	07/01/2025		D <sup>(3)</sup>			166,666	(4)	06/14/2027	Common Stock	166,666	\$0	0	D	
Restricted Stock Unit	(5)	07/01/2025		D <sup>(6)</sup>			21,994	(6)	(7)	Common Stock	21,994	\$0	0	D	
Restricted Stock Unit	(5)	07/01/2025		D <sup>(6)</sup>			47,923	(6)	(7)	Common Stock	47,923	\$0	0	D	
Restricted Stock Unit	(5)	07/01/2025		D <sup>(6)</sup>			126,565	(6)	(7)	Common Stock	126,565	\$0	0	D	
Restricted Stock Unit	(5)	07/01/2025		D <sup>(6)</sup>			147,728	(6)	(7)	Common Stock	147,728	\$0	0	D	

#### Explanation of Responses

- 1. The shares were disposed of pursuant to the Agreement and Plan of Merger, dated March 9, 2025 (the "Merger Agreement"), by and among Redfin Corporation (the "Company"), Rocket Companies, Inc. ("Parent"), and Neptune Merger Sub, Inc., a wholly owned subsidiary of Parent ("Merger Sub"). Pursuant to the Merger Agreement, on July 1, 2025, Merger Sub merged with and into Company (the "Merger"), with Company surviving the Merger as a wholly owned subsidiary of Parent. At the effective time of the Merger (the "Effective Time"), each issued and outstanding share of Company's common stock, par value \$0.001 per share ("Company Common Stock") was converted into the right to receive 0.7926 shares of Class A Common Stock of Parent (the "Parent Common Stock" and such ratio, the "Exchange Ratio") and cash payable in lieu of fractional shares, as described in the Merger Agreement.
- 2. Each stock option to purchase shares of Company Common Stock represents a contingent right to purchase one share of Company Common Stock.
- 3. Pursuant to the Merger Agreement, at the Effective Time, each stock option to purchase shares of Company Common Stock (a "Company Option") that was unexpired, unexercised and outstanding as of the Effective Time (whether vested or unvested) was assumed by Parent and converted into an option to acquire that number of shares of Parent Common Stock equal to (i) the number of shares subject to such Company Option as of immediately prior to the Effective Time, multiplied by (ii) the Exchange Ratio, rounded down to the nearest whole number of shares of Parent Common Stock, at an exercise price per share equal to the quotient obtained by dividing the per share exercise price of the Company Option by the Exchange Ratio, rounded up to the nearest whole cent (each, an "Assumed Option"). Each such Assumed Option is otherwise subject to the same terms and conditions as applied to the corresponding Company Option immediately prior to the Effective Time, including vesting terms.
- 4. The stock option is fully vested and exercisable
- 5. Restricted stock units to acquire shares of Company Common Stock (each a "Company RSU") convert into Company Common Stock on a one-for-one basis upon settlement.
- 6. Pursuant to the Merger Agreement, at the Effective Time, each Company RSU that was unexpired, unsettled and outstanding as of the Effective Time (whether vested or unvested) was assumed by Parent and converted into a restricted stock unit to receive that number of shares of Parent Common Stock equal to the product obtained by multiplying (x) the number of shares subject to such Company RSU immediately prior to the Effective Time by (y) the Exchange Ratio, rounded down to the nearest whole number of shares of Parent Common Stock (each, an "Assumed RSU"). Each such Assumed RSU is otherwise subject to the same terms and conditions as applied to the corresponding Company RSUs immediately prior to the Effective Time, including vesting terms.
- 7. Company RSUs do not expire; they either vest or are canceled prior to the vesting date.

#### Remarks:

/s/ Anthony Kappus, attorney-in-

fact

07/03/2025

\*\* Signature of Reporting Person

Date

Reminder: Report on a separate line for each class of securities beneficially owned directly or indirectly.

- \* If the form is filed by more than one reporting person, see Instruction 4 (b)(v).
- \*\* Intentional misstatements or omissions of facts constitute Federal Criminal Violations See 18 U.S.C. 1001 and 15 U.S.C. 78ff(a).

Note: File three copies of this Form, one of which must be manually signed. If space is insufficient, see Instruction 6 for procedure.

Persons who respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB Number.