

Circuit Court for the Nineteenth Judicial Circuit in and for Indian-River County, Florida

DeShay v. Keller Williams Realty, Inc., No. 2022CA000457

If you were called or received a call from Keller Williams or any Keller Williams-affiliated franchisees, market centers, realtors, agents or vendors, you may be entitled to a payment from a class action settlement.

*A court authorized this Notice. You are **not** being sued. This is **not** a solicitation from a lawyer.*

- A class action settlement agreement and release (the “Settlement”) has been proposed in the class action lawsuit referenced above pending in the Circuit Court for the Nineteenth Judicial Circuit in and for Indian-River County, Florida captioned *DeShay v. Keller Williams Realty, Inc.*, No. 2022CA000457. You may be a Class Member in the proposed Settlement and may be entitled to participate in the proposed Settlement.
- The Circuit Court for the Nineteenth Judicial Circuit in and for Indian-River County, Florida has ordered the issuance of this Notice. Keller Williams Realty, Inc. (“Keller Williams”) denies it did anything wrong and has defended itself. The Court has not decided who is right. Both sides have agreed to settle the dispute to avoid burdensome and costly litigation.
- The Settlement offers payments to Class Members who file Approved Claims.
- Your legal rights are affected whether you act or do not act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A CLAIM FORM BY MARCH 7, 2023	If you are a member of the Class, you must submit a completed Claim Form to receive a payment of up to \$20 per Approved Claim. If the Court approves the Settlement and it becomes final and effective, and you remain in the Class, you will receive your payment by check or electronic payment.
EXCLUDE YOURSELF BY MARCH 7, 2023	You may request to be excluded from the Settlement and if you do, you will receive no benefits from the Settlement.
OBJECT BY MARCH 7, 2023	Write to the Court and appear at a hearing if you do not like the Settlement.
DO NOTHING	You will not receive a payment if you fail to timely submit a completed Claim Form, and you will give up your right to bring your own lawsuit against Keller Williams about the claims in this case.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. If it does, and after any appeals are resolved, benefits will be distributed to those who submit Approved Claims. Please be patient.

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BASIC INFORMATION

1. Why was this Notice issued?

The Court authorized this Notice because you have a right to know about a proposed Settlement of a class action lawsuit. You have legal rights and options that you may exercise before the Court decides whether to give final approval to the Settlement, as described below.

2. What is the lawsuit about?

Plaintiff DeShay claims that Keller Williams-affiliated realtors violated the Federal Telephone Consumer Protection Act (TCPA) by making robocalls to cell phones and other telemarketing calls to numbers registered on the National Do Not Call Registry. DeShay also claims that Keller Williams is responsible for any illegal calls made by these realtors. Keller Williams denies these allegations.

3. What is the class action and who is involved?

In a class action, one or more people called “class representatives” (in this case, Beverly DeShay) sue on behalf of a group of people who may have similar claims. The people together are a “class” or “class members.” The individual who sues—and all the class members like them—is called the plaintiff. The company that they sue (in this case, Keller Williams) is called the Defendant. In a class action, the Court resolves the issues for all class members, except for those who exclude themselves from the class.

4. Why is the lawsuit a class action?

The Court has decided that this lawsuit can be a class action because it meets the procedural requirements which govern class actions.

5. Why is there a Settlement?

The Court has not found in favor of Plaintiff or Keller Williams. Instead, the Parties have agreed to a Settlement. By agreeing to the Settlement, the Parties avoid the costs and uncertainty of a trial, and if the Settlement is approved by the Court, Class Members will receive the benefits described in this Notice. Keller Williams denies all legal claims in this case but is settling to avoid the uncertainties and costs attendant with litigation. Plaintiff and her lawyers think the proposed Settlement is best for everyone who is affected.

WHO IS PART OF THE CLASS AND SETTLEMENT

You need to determine whether you are affected by this lawsuit.

6. Am I part of the Class and included in the Settlement?

The Settlement includes the following Class: “All Persons in the United States who, during the Class Period, (1) were called or received two or more calls and/or text messages made by or on behalf of Keller Williams or any Keller Williams-affiliated franchisees, market centers, realtors, agents or vendors on a telephone phone number that (a) appeared on the National Do Not Call Registry for at least 31 days and/or (b) that appeared on any internal do not call list of Keller Williams or any Keller Williams-affiliated franchisees, market centers, realtors, agents or vendors; and/or (2) were called or received one or more calls and/or text

messages made by or on behalf of Keller Williams or any Keller Williams-affiliated franchisees, market centers, realtors, agents or vendors using (a) an artificial or prerecorded voice and/or (b) a cloud based dialing platform; and/or (3) were called or received one or more calls made using an automatic telephone dialing system made by or on behalf of Keller Williams or any Keller Williams-affiliated franchisees, market centers, realtors, agents or vendors.”

7. What if I’m still not sure I am included?

If you are still not sure whether you are included, you can call the Settlement Administrator toll-free at **1-833-709-0651**. Or you can get free help by calling the lawyers in this case at the phone number listed in question 24.

THE SETTLEMENT BENEFITS

8. What does the Settlement provide?

Keller Williams has agreed to a Settlement Sum of \$40,000,000. The Settlement Sum will be used to pay all Settlement costs, including Settlement Administration Expenses, any attorneys’ fees, costs, and expenses awarded to Class Counsel by the Court, and all Approved Claims. Members of the Class who submit Approved Claims shall receive an amount not to exceed Twenty Dollars (\$20) per Approved Claim. In the event that the total amount of Claim Settlement Payments for Approved Claims exceeds the threshold at which there would be insufficient funds in the Settlement Sum to pay all Approved Claims, any Fee Award, and Settlement Administration Expenses, the amount on a per claim basis will be reduced. Only Approved Claims will be paid. Only one claim per Class Member per telephone number may be validated and deemed an Approved Claim. There may be tax consequences to the Class Member associated with this recovery.

Keller Williams has also agreed to (1) create a TCPA task force to enhance compliance; (2) make the existing TCPA/DNC resource page on KW Connect more visible to KWRI’s franchisees and their independent contractor real estate agents; and (3) provide additional materials to KWRI’s franchisees about TCPA/DNC compliance that they can use with their independent contractor real estate agents.

9. How do I file a claim?

If you qualify for a cash payment you must complete and submit a valid Claim Form. You can file your Claim Form online at **www.RealtyTCPA.com** or send it by U.S. Mail to:

DeShay v. Keller Williams Realty
c/o Kroll Settlement Administration
P.O. Box 5324
New York, NY 10150-5324

The deadline to submit a Claim Form is 11:59 p.m. ET on March 7, 2023.

No matter which method you choose to file your Claim Form, please read the Claim Form carefully and provide all the information required.

10. When will I receive my payment?

Payments to Class Members will be made only after the Court grants Final Approval to the Settlement and after any appeals are resolved (*see* “Final Approval Hearing” below). If there are appeals, resolving them can take time. Please be patient.

EXCLUDING YOURSELF FROM SETTLEMENT

If you do not want benefits from the Settlement, and you want to keep the right to sue Keller Williams on your own about the legal issues in this case, then you must take steps to get out of the Settlement. This is called excluding yourself – or it is sometimes referred to as “opting-out” of the Class.

11. How do I get out of the Settlement?

To exclude yourself individually from the Settlement, you must send a timely letter by mail to:

DeShay v. Keller Williams Realty
c/o Kroll Settlement Administration
P.O. Box 5324
New York, NY 10150-5324

Your request to be excluded from the Settlement must be personally signed by you, be dated, include your full name (or, if a business, business name), address, and the telephone number that allegedly received calls from Keller Williams or any Keller Williams-affiliated franchisees, market centers, realtors, agents or vendors during the Class Period, and must clearly state that the individual wishes to be excluded from the Litigation and the Agreement. Absent excluding yourself or “opting-out” you are otherwise a member of the Class.

Your exclusion request must be received no later than March 7, 2023.

You cannot ask to be excluded on the phone, by email, or at the website. Opt outs must be made individually and cannot be made on behalf of other members of the Class.

12. If I do not exclude myself, can I sue the defendant for the same thing?

No. Unless you exclude yourself, you give up the right to sue Keller Williams or any of the Released Parties for the claims that the Settlement resolves. You must exclude yourself from this Settlement to pursue your own lawsuit.

13. What am I giving up to stay in the Settlement?

Unless you opt-out of the Settlement, you cannot sue or be part of any other lawsuit against Keller Williams or any of the Released Parties about the issues in this case, including any existing litigation, arbitration, or proceeding. Unless you exclude yourself, all of the decisions and judgments by the Court will bind you.

The Settlement Agreement is available at www.RealtyTCPA.com. The Settlement Agreement provides more detail regarding the Release and describes the Released Claims with specific descriptions in necessary, accurate legal terminology, so read it carefully.

14. If I exclude myself, can I still get a payment?

No. You will not get a payment from the Settlement Sum if you exclude yourself from the Settlement.

THE LAWYERS AND THE PLAINTIFF REPRESENTING YOU

15. Do I have a lawyer in the case?

The Court has appointed Avi Kaufman and Stefan Coleman to represent the Class. They are called “Class Counsel.” They are experienced in handling similar class action cases. More information about these lawyers, their law firms, and their experience is available at <https://kaufmanpa.com/> and <https://www.lawofficesofstefancoleman.com/>.

16. Should I get my own lawyer?

You are not required to hire your own lawyer because Class Counsel is working on your behalf. If you want to hire your own lawyer, you certainly can, but you will have to pay that lawyer yourself. If you do hire your own lawyer, they may enter an appearance for you and represent you individually in this case.

17. How will the lawyers be paid?

You do not have to pay Class Counsel, or anyone else, to participate. Instead, Class Counsel intend to request attorneys’ fees in an amount not to exceed one-quarter of the Settlement Sum, plus reimbursement of out-of-pocket expenses incurred in the litigation. The fees and expenses awarded by the Court will be paid out of the Settlement Sum. The Court will decide the amount of fees and expenses to award.

OBJECTING TO THE SETTLEMENT

18. How do I tell the Court if I so not like the Settlement?

If you are a member of the Class (and do not exclude yourself from the Class), you can object to any part of the Settlement by sending a timely letter by mail to:

DeShay v. Keller Williams Realty
c/o Kroll Settlement Administration
P.O. Box 5324
New York, NY 10150-5324

Your letter must include the following:

- 1) A caption or title that identifies it as “Objection to Class Settlement in *DeShay v. Keller Williams Realty, Inc.*, No. 2022CA000457”;
- 2) Your name, address, and telephone number;
- 3) The name, address, and telephone number of any attorney for you with respect to the objection;
- 4) The factual basis and legal grounds for the objection, including any documents sufficient to establish the basis for your standing as a Class Member, including the phone number(s) at which you received call(s) covered by this Settlement;
- 5) Identification of the case name, case number, and court for any prior class action lawsuit in which you and/or your attorney (if applicable) has objected to a proposed class action settlement; and

Your objection must be received no later than March 7, 2023.

If you object you agree to submit yourself immediately to discovery and/or deposition by the Parties.

19. What is the difference between objecting and asking to be excluded?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object to the Settlement because it no longer affects you.

THE FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement and any requests for attorneys' fees and expenses ("Final Approval Hearing").

20. When and where will the court decide whether to approve the Settlement?

The Court has scheduled a Final Approval Hearing on **March 31, 2023, at 8:30 a.m. ET**, via Zoom before Circuit Court Judge Janet Carney Croom, using the following Zoom information:

<https://zoom.us/j/7450461040?pwd=Rk5GY05VZFBNVnA3d0phM2krVHpQQT09>

Phone: (646) 558-8656

Meeting ID: 745 046 1040

Passcode: 123456

The hearing may be moved to a different date or time, or may be set for remote appearances, without additional mailed notice, so it is a good idea to check **www.RealtyTCPA.com** for updates. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider the requests by Class Counsel for attorneys' fees and expenses. If there are objections, the Court will consider them at that time. After the hearing, the Court will decide whether to approve the Settlement. It is unknown how long these decisions will take.

21. Do I have to attend the hearing?

No. Class Counsel will answer any questions the Court may have. You are welcome to attend the hearing at your own expense.

22. May I speak at the hearing?

If you attend the Final Approval Hearing, you may ask the Court for permission to speak if you have timely objected and you so choose. However, you cannot speak at the hearing if you exclude yourself from the Settlement.

IF YOU DO NOTHING

23. What happens if I do nothing at all?

If you are a member of the Class and do nothing, meaning you do not file a timely Claim, you will not get benefits from the Settlement. Further, unless you exclude yourself, you will be bound by the judgment entered by the Court.

GETTING MORE INFORMATION

24. Where do I get more information?

For more information, you may contact the Settlement Administrator toll-free at **1-833-709-0651**, write to the Settlement Administrator at *DeShay v. Keller Williams Realty*, c/o Kroll Settlement Administration, P.O. Box 5324, New York, NY 10150-5324, or call Class Counsel at (305) 469-5881. For a complete, definitive statement of the Settlement terms, refer to the Settlement Agreement at www.RealtyTCPA.com.

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE
TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**