

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

MYA BATTON, AARON BOLTON,
MICHAEL BRACE, DO YEON IRENE KIM,
ANNA JAMES, JAMES MULLIS,
THEODORE BISBICOS, and DANIEL
PARSONS, individually and on behalf of
all others similarly situated,

Plaintiffs,

v.

THE NATIONAL ASSOCIATION OF
REALTORS, ANYWHERE REAL ESTATE, INC.
FORMERLY KNOWN AS REALOGY HOLDINGS
CORP., RE/MAX LLC, and KELLER WILLIAMS
REALTY, INC.,

Defendants.

Case No. 1:21 C 430

**ORDER AWARDING ATTORNEYS' FEES, PAYMENT OF LITIGATION EXPENSES,
AND SERVICE AWARDS TO CLASS PLAINTIFFS**

This matter came for a duly noticed hearing on August 4, 2026 (the "Settlement Hearing"), upon Class Counsel's Motion for an Award of Attorneys' Fees and Payment of Litigation Expenses and Plaintiffs' Request for Service Awards (ECF No. 337) ("Fee and Expense Application") in the above-captioned action ("Action"). The Court has considered the Fee and Expense Application and all supporting and other related materials, including the matters presented at the Settlement Hearing. Due and adequate notice of the Stipulation and Agreement of Settlement with Keller Williams Realty, LLC fna Keller Williams Realty, Inc ("Keller Williams"), entered into on January 20, 2026 (the "Keller Williams Settlement Agreement"), and the Stipulation and Agreement of Settlement with RE/MAX, LLC ("RE/MAX"), entered into on March 19, 2026 (the

“RE/MAX Settlement Agreement”),¹ having been given to the Class Members; the Settlement Hearing having been held; and the Court having considered all papers filed and proceedings conducted herein, having found the Keller Williams Settlement and RE/MAX Settlement to be fair, reasonable and adequate, and otherwise being fully informed in the premises and good cause appearing therefore,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. Unless otherwise defined herein, all capitalized terms used herein shall have the same meanings set forth and defined in the Settlement Agreements.

2. This Court has subject matter jurisdiction over the Action to approve the Settlement Agreements and personal jurisdiction over the respective Plaintiffs, Keller Williams, RE/MAX and all Class Members from the respective Settlement Classes who have not timely and validly requested exclusion.

3. Notice of the Fee and Expense Application was provided to potential Class Members in a reasonable manner, and such notice complies with Rule 23(h)(1) of the Federal Rules of Civil Procedure and due process requirements.

4. The Court hereby awards Class Counsel attorneys’ fees of one-third of the Settlement Fund (or \$9,500,000) and expenses of \$4,500,000, together with interest earned thereon for the same time period and at the same rate as that earned on the Settlement Fund until paid.

5. Class Counsel is hereby authorized to allocate the attorneys’ fees award in a manner in which, in Class Counsel’s good faith judgment, reflects the contributions of such counsel to the institution, prosecution and settlement of the Action.

¹ The Keller Williams Settlement and the RE/MAX Settlements are referred to together as the “Settlement Agreements.”

6. The Court finds that the amount of fees awarded is fair and reasonable under the “percentage-of recovery” method considering, among other things that:

- a. the total Settlement Fund of \$28.5 million created by the Keller Williams and RE/MAX Settlements was not likely at the outset of the Action;
- b. the requested fee is similar to the percentage fees that would be negotiated *ex ante* in the private market for legal services;
- c. the awarded fee is in accord with Seventh Circuit authority and consistent with fee awards in similar cases;
- d. the contingent nature, risks and complexity of the Action favor a fee award of one-third;
- e. the quality of legal service provided by Class Counsel produced the Settlements;
- f. the stakes of the litigation favor the fee awarded; and
- g. the reaction of the Class to the fee request supports the fee awarded.

7. The Court hereby awards Class Plaintiffs Service Awards of \$5,000 to Plaintiffs Do Yeon Irene Kim, Michael Brace, Daniel Parsons, Anna James, and Aaron Bolton, \$3,500 to Plaintiffs James Mullis, and \$2,000 each to Plaintiffs Theodore Bisbicos and Mya Batton for their service as class representatives in this Action.

8. As provided under the Keller Williams Settlement Agreement, Class Counsel may further withdraw up to \$500,000 from the Keller Williams Settlement Fund to establish a litigation fund to defray ongoing and future litigation costs in this Action.

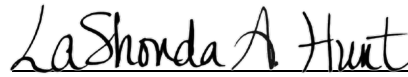
9. In the event that the Keller Williams and RE/MAX Settlements are terminated or the Effective Date does not occur in accordance with the terms of the Settlements, this Order shall be null and void, of no further force or effect, and without prejudice to any of the Parties, and may

not be introduced as evidence or used in any actions or proceedings by any Person against the Parties.

10. The attorneys' fees, payment of expenses, Service Awards, and the \$500,000 award to establish a litigation fund are to be paid to Class Counsel from the Settlement Fund, and Class Counsel may withdraw such funds from the Settlement Fund immediately upon entry of this Order, subject to the terms, conditions, and obligations of the Settlement Agreement which terms, conditions, and obligations are incorporated herein.

DATED: August 4, 2026

ENTERED:

A handwritten signature in black ink, reading "Lashonda A. Hunt", is written over a horizontal line.

LASHONDA A. HUNT
United States District Judge