UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS

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-cv-00430 (LAH)

JOINT DECLARATION OF VINCENT BRIGANTI AND RANDALL EWING IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENTS AND CLASS COUNSEL'S MOTION FOR AN AWARD OF ATTORNEYS' FEES AND PAYMENT OF LITIGATION EXPENSES, AND PLAINTIFFS' REQUEST FOR SERVICE AWARDS

Pursuant to 28 U.S.C. § 1746, I, Vincent Briganti and Randall Ewing, declare:

1. We are, respectively, attorneys from the law firms of Lowey Dannenberg, P.C. ("Lowey") and Korein Tillery, LLC ("Korein Tillery") (together, "Class Counsel"). Since the inception of the above-captioned action (the "Action"), we have served as counsel for Plaintiffs in the Action. We have been actively involved in prosecuting this Action, are familiar with its proceedings, and have personal knowledge of or have conferred with attorneys and staff from our firms with personal knowledge of the matters set forth herein.

2. Unless otherwise defined herein, all capitalized terms have the same meanings ascribed to them in the Stipulation and Agreement of Settlement with Keller Williams Realty LLC ("Keller Williams"), dated January 20, 2026 (the "Keller Willaims Settlement Agreement") and the Stipulation and Agreement of Settlement with RE/MAX, LLC ("RE/MAX"),[1] dated March 19, 2026 (the "RE/MAX Settlement Agreement" and together with the Keller Williams Settlement, the "Settlement Agreements"). *See* ECF Nos. 262-2; 310-2.

3. We respectfully submit this Declaration in support of the motion for final approval of the Settlements and of the Distribution Plans for allocating the proceeds of the Settlements to eligible Class Members (the "Final Approval Motion"), and the motion for an award of attorneys' fees and payment of litigation costs and expenses and Plaintiffs' request for service awards (the "Fee and Expense Application").

I. INTRODUCTION

4. The Keller Williams Settlement provides for $20,000,000 in cash payments (the "Keller Williams Settlement Fund") to the Settlement Class and, if approved, would resolve claims in the Action as to Keller Williams.

[1] Keller Williams and RE/MAX are referred to as the "Settling Defendants."

5. The RE/MAX Settlement provides for $8,500,000 in cash payments to the Settlement Class to resolve claims in the Action as to RE/MAX, excluding claims that may exist for any persons who are also settlement class members with respect to RE/MAX's settlement in *Burnett, et al. v. National Ass'n of Realtors, et al.*, No. 4:19-cv-00332 (W.D. Mo.).

6. In addition to providing relief to the Settlement Classes now, the Settlements avoid the substantial risk, expense, and delay of taking this Action to trial, including the risk that the Settlement Classes would recover less than the amount of the Settlement Fund at trial, or nothing at all, after additional years of litigation.

7. The Settlements were the product of arm's length negotiations among experienced counsel. Plaintiffs and Class Counsel had a thorough understanding of the strengths and weaknesses of the claims asserted in the Action at the time they reached the Settlements.

8. For each of these reasons, and those set forth below, we strongly believe that the Settlements constitute an excellent result for the Settlement Classes in light of the substantial litigation risks and that they should be finally approved.

9. We also believe that the Distribution Plans should be finally approved. The Distribution Plans were developed by Class Counsel in consultation with Plaintiffs' experts and the Settlement Administrator. The Distribution Plan for the Keller Williams Settlement Fund was further developed in consultation with experienced allocation counsel to account for litigation risks of certain Settlement Class Members who are also members of a home seller settlement. Both Distribution Plans were designed to fairly and reasonably allocate the Net Settlement Funds among Authorized Claimants based on the estimated impact of Settling Defendants' alleged misconduct on residential real estate purchases, while at the same time serving as a cost-efficient and equitable way to distribute the Net Settlement Funds. The Distribution Plans' approach to allocation is

consistent with many other distribution plans that have been approved by courts in this District and elsewhere.

10. As to the Fee and Expense Application, the Class Notice informed the Settlement Classes that Class Counsel would apply for an award of attorneys' fees of up to $9,500,000, which is one-third of the Settlement Fund, plus payment of litigation costs and expenses, and interest on such attorneys' fees and litigation costs and expenses. The Class Notice also advised that the Plaintiffs may seek Service Awards.

11. Consistent with the Notice, Class Counsel move for an attorneys' fee award of one-third of the total Settlement Fund (or $9,500,000), plus payment of $4,500,000 in litigation costs and expenses, and interest on such attorneys' fees and litigation costs and expenses at the same rate as the Settlement Fund. The Fee and Expense Application seeks attorneys' fees and payment of litigation costs and expenses in connection with the prosecution of this Action. Unless otherwise stated, this Declaration focuses on the time period of January 21, 2021 (case inception) through March 31, 2026. Class Counsel believe the requested attorneys' fee award is reasonable based on Class Counsel's efforts, the risk they undertook, and the results they achieved. The requested payment for litigation costs and expenses should also be approved because the expenses were reasonably and necessarily incurred in the prosecution of the Action.

12. Further, consistent with the Notice, Class Counsel move for leave to withdraw up to $500,000 from the Keller Williams Settlement Fund for ongoing or future litigation expenses incurred in prosecuting the case. Class Counsel's request is reasonable in light of the necessary expenses in litigating class actions of this size and complexity, and this District has previously created similar litigation funds to defray ongoing litigation costs.

13. Finally, Class Counsel request service awards totaling $32,500 (or 0.11% of the Settlement Fund) comprised of: (1) $5,000 each to Plaintiffs Kim, Parsons, Bolton, James, and Brace; (2) $3,500 to Plaintiff Mullis; and (3) $2,000 each to Plaintiffs Batton and Bisbicos. Courts routinely award even greater service awards to Plaintiffs who provide assistance to counsel, produce documents, keep apprised of the case, and sit for depositions as five of the Plaintiffs have here, and whose time and efforts make class action litigation possible.

14. This Declaration is organized as follows: (a) Section II provides an overview of Class Counsel's efforts to investigate and litigate the alleged conspiracy to inflate broker commissions, which in turn led to inflated home prices and reduced quality and quantity of buyer broker services; (b) Section III sets forth the details concerning the negotiation processes that led to the Settlements; and (c) Section IV sets forth Class Counsel's and allocation counsel's total hours invested in prosecuting the Action along with the related lodestar, and the litigation costs and expenses incurred in furtherance of the Action.

II. PLAINTIFFS' AND CLASS COUNSEL'S WORK ON BEHALF OF PLAINTIFFS AND THE SETTLEMENT CLASSES

15. For the past five years, Class Counsel have dedicated numerous hours and resources to prosecuting this case from investigation through the final stages of settlement approval. The factual background of this case as well as Class Counsel's enormous efforts is reiterated in detail several times in the pleadings and motions filed on the docket, including Plaintiffs' motions for preliminary approval of the Settlements. *See*, *e.g.*, ECF Nos. 84, 262, 276, 292, 310, 333. A summary of certain key facts as they relate to the Final Approval Motion and Fee and Expense Application are included below:

16. <u>Initiation of the Action.</u> On November 19, 2020, the Department of Justice ("DOJ") filed an antitrust complaint in the District of Columbia against the National Association of

Realtors® ("NAR") alleging that NAR's rules, policies, and practices "governing, among other things, the publication and marketing of real estate, real estate broker commissions, and real estate broker access to lockboxes" were "widely adopted by NAR's members resulting in a lessening of competition among real estate brokers to the detriment of American home buyers[.]" *United States v. Nat'l Ass'n of REALTORS®*, No. 1:20-cv-03356 (D.D.C.), ECF No. 1 at ¶ 1.

17. While there were two lawsuits filed based on the same conduct on behalf of home sellers,[2] in light of the DOJ's announcement and findings, Class Counsel conducted their own investigation into claims on behalf of home buyers, who suffered equal, if not greater, harm from the alleged misconduct. In connection with their investigation, Class Counsel conducted legal and factual research, including the longstanding and complex residential real estate market and enforcement of NAR rules by brokerages and real estate agents, and, with the assistance of in-house accountants, conducted a preliminary damages analysis accounting for home prices, commission prices, and potential pass-through damages.

18. As a result of Class Counsel's investigation, on January 25, 2021, Plaintiff Judah Leeder filed his 44-page complaint—the first class-action complaint alleging harm to home buyers as a result of a conspiracy among NAR, RE/MAX, Keller Williams, Anywhere Real Estate, Inc. ("Anywhere"), The Long & Foster Companies, Inc., HSF Affiliates, LLC, HomeServices of America, Inc., and BHH Affiliates, LLC violation of § 1 of the Sherman Act, 15 U.S.C. § 1. ECF No. 1.

19. <u>Motions to Dismiss</u>: Over the course of three years, Defendants filed multiple motions to dismiss. Class Counsel committed numerous hours and resources to respond to each of

[2] *Moehrl, et al. v. Nat'l Ass'n of REALTORS®, et al.*, 1:19-cv-01610 (N.D. Ill.) ("*Moehrl*"); *Burnett, et al. v. Nat'l Ass'n of REALTORS®, et al.*, 4:19-cv-00332 (W.D. Mo.) ("*Burnett*").

Defendants' arguments. First, on April 20, 2021, Defendants filed a joint motion to dismiss for failure to state a claim arguing, among other things, that Plaintiff did not have antitrust standing, did not allege a valid antitrust market, and failed to adequately plead unjust enrichment. ECF No. 61. On May 2, 2022, the Court granted Defendants' motion to dismiss without prejudice, finding that home buyers were not direct purchasers of the allegedly inflated buyer-broker services and thus did not have standing to sue Defendants under the Sherman Act. ECF No. 81.

20. Following the Court's ruling, Class Counsel analyzed the Court's opinion, researched the laws of all 50 states to determine which states permitted indirect purchasers to recover damages, and vetted numerous individuals with potentially viable indirect purchaser claims. On July 6, 2022, Plaintiffs Mya Batton, Do Yeon Kim, Daniel Parsons, Anna James, Aaron Bolton, Theodore Bisbicos, Michael Brace, and James Mullis filed an amended complaint pleading claims under the antitrust, consumer protection, and/or unjust enrichment laws of more than 30 states that permit indirect purchasers to recover damages caused by anticompetitive agreements. ECF No. 84.

21. Defendants once again moved to dismiss Plaintiffs' complaint for failure to state a claim. ECF No. 92. Additionally, a subset of Defendants moved to dismiss the complaint for lack of personal jurisdiction. ECF No. 93. On October 21, 2022, Plaintiffs filed 35-pages of briefing opposing both of Defendants' motions. ECF Nos. 97-98. On February 20, 2024, the Court largely denied Defendants' motion to dismiss for failure to state a claim. ECF No. 125. The Court dismissed The Long & Foster Companies, Inc., HSF Affiliates, LLC, HomeServices of America, Inc., and BHH Affiliates, LLC as defendants for lack of personal jurisdiction. *Id.*

22. On April 15, 2024, RE/MAX, Keller Williams, and Anywhere filed their own motions to dismiss for lack of personal jurisdiction. ECF Nos. 129, 137, 139. On November 22, 2024, following Plaintiffs' opposition, the Court denied Defendants' motions. ECF No. 185.

23. Discovery. Class Counsel have dedicated thousands of hours to extensive discovery. Between April and November 2024, Plaintiffs propounded on Defendants three sets of document requests. In July 2025 Plaintiffs served interrogatories on each Defendant. Between February 2025 and July 2025, Plaintiffs served approximately 68 third-party subpoenas.

24. As a result of Class Counsel's requests and negotiations, Defendants produced approximately 526,000 documents, totaling approximately 4,150,000 pages, 24 gigabytes of transaction data, and approximately 80 transcripts of depositions of Defendants and third parties that were taken in *Burnett*/*Moehrl*. The third parties produced more than 40 gigabytes of transaction data, which included commission data, and approximately 111,400 documents in response to Plaintiffs' subpoenas. Plaintiffs also purchased a nationwide database containing more than a terabyte of property transaction information. This transaction data, which included addresses, home purchase dates, and home characteristics, such as square footage and the number of bedrooms and bathrooms, was critical to the development of Plaintiffs' expert analysis and damages model.

25. For their part, all Plaintiffs reviewed and initiated the Amended Complaint, provided critical information to counsel about their transactions, and kept apprised of the litigation. Plaintiffs Kim, James, Parsons, Brace, and Bolton (whose claims were not stayed)[3] worked

[3] On May 9, 2024 the court in *Burnett v. The National Association of Realtors*, No. 4:19-cv-00332 (W.D.Mo.) ("*Burnett*") entered a Final Approval Order of class settlements between sellers and Anywhere Real Estate, Inc., RE/MAX, and Keller Williams (ECF No. 1487 ("the Final Approval Order")) that "enjoined from filing, commencing, prosecuting, intervening in, or pursuing as a plaintiff or class member any Released Claims against any of the Released Parties[.]" *Id*. ¶ 63. Plaintiffs disagreed that the injunction was in effect but, in order to preserve judicial and party resources, agreed to a joint

diligently with Class Counsel to keep apprised of the case and to search for and collect relevant hard copy and electronic documents from multiple sources, including their homes, emails, phones, and social media. These Plaintiffs responded to interrogatories and produced 8,614 documents. Plaintiffs Kim, James, Parsons, Brace, and Bolton spent at least six hours *each* preparing for their depositions and were deposed for more than 20 total hours on the record.

26. Experts and Motion for Class Certification. Plaintiffs submitted their class certification brief, supported by 82 exhibits on September 22, 2026. ECF No. 236; *see also* ECF Nos. 237-239; 241-243. Prior to moving for class certification, Class Counsel retained Professor Norman Miller, the Ernest W. Hahn Chair and Emeritus Professor of Real Estate Finance at the University of San Diego as to opine on the real estate industry and the market effects of NAR's rules and Dr. Rosa Abrantes-Metz, Managing Director at Berkeley Research Group, former Adjunct Associate Professor at the Leonard N. Stern School of Business at New York University, and former economist for the Federal Trade Commission, to opine on market impact and damages. Plaintiffs' experts spent months reviewing, cleaning, processing, and analyzing relevant data and documents. Indeed, Plaintiffs industry and economic experts spent nearly 6,000 hours analyzing the extensive data and documentary evidence and data and preparing their reports in support of class certification. Class Counsel expended approximately $3.97 million (about 88% of total expenses) for their experts' work.

27. As a result, Prof. Miller submitted a 138-page report extensively analyzing MLS rules, procedures and practices and their impact on the inner workings of the residential real estate market. Ex. 31, ECF No. 243. Dr. Abrantes-Metz analyzed the domestic and foreign residential

motion for a partial stay of the claims of Plaintiffs who were part of the *Burnett* settlement classes. ECF No. 162. The Court thereafter stayed the claims of Plaintiffs Mullis, Batton, and Bisbicos. ECF No. 179.

real estate markets of 19 countries—narrowed from nearly 200 countries—as well as nearly 64 gigabytes of transaction data, and she submitted a 90-page report containing a detailed methodology capable of demonstrating classwide impact and damages. Ex. 1, ECF No. 243. Dr. Abrantes-Metz estimated damages to be around $2.6 billion for a subset of the class. Since her initial estimation, Dr. Abrantes-Metz obtained and analyzed damages for additional MLSs and estimated that total damages for all homebuyers would exceed $15 billion.

28. On November 13, 2025, the Court granted Defendant Anywhere's motion to stay class certification proceedings and expert discovery until final resolution of the *Burnett*/*Moehrl* appeals. ECF No. 257.

29. The Seller Litigation. Class Counsel have fought vigorously for homebuyers impacted by earlier, related litigation on behalf of home sellers damaged by the same conspiracy this Action alleges. The home sellers' cases were successfully litigated to verdict by different class counsel against certain defendants, resulting in post-verdict settlements. Weeks after class notice had been completed and within days of the final fairness approval hearing of the first round of the home seller settlements, the home sellers took the position for the first time that the release they had negotiated with the settling defendants was meant to release not only the home selling claims that had been litigated all along, but also any home buying claims held by those same class members, including those prosecuted in this Action. ECF No. 152; *Burnett*, ECF No. 1469.

30. Plaintiff James Mullis, a member of the seller settlement classes, conferred with Class Counsel to immediately object on the grounds that the seller settlements released his and other similarly situated homebuyers' claims in violation of the identical factual predicate doctrine and without additional compensation, let alone adequate notice and representation for the unique claims held by homebuyers. This was evidenced by numerous facts, including: (1) the seller cases

did not allege any harm to homebuyers; (2) defendants' counsel stated their seller settlements would not impact the homebuying cases; (3) the initial class notice did not mention this Action or homebuyer claims; and (4) the claim form did not request any information relating to homebuying transactions. *Burnett*, ECF No. 1447 at 8-11.

31. The district court overruled the objection in granting final approval of the settlements (*id.*, ECF No. 1487) and Plaintiff Mullis appealed to the Eighth Circuit. *See Rhonda Burnett et al. v. James Mullis*, No. 24-2143 (8th Cir. Oct. 9, 2024). Throughout the process, Mr. Mullis has provided Class Counsel with pertinent information regarding his home selling transactions, conferred with Class Counsel regarding strategy, reviewed his objection and appellate papers, and kept apprised of the appeal.

32. Class Counsel also engaged James Layton of Tueth, Keeney, Cooper, Mohan & Jackstadt—a leader in the appellate bar with over 30 years of experience, including 22 years as Solicitor General, the State of Missouri's principal civil appellate lawyer—to argue the appeal. *See* Exhibit C to the Declaration of James R. Layton. Throughout his career, Mr. Layton has argued four times before the United States Supreme Court, and more than 100 times in other state and federal appellate courts. Mr. Layton spent 51.3 hours conferring with Class Counsel, reviewing relevant pleadings and motions, and conducting his own research in preparation for Mr. Mullis' appeal, and preparing for and conducting argument of the appeal.

33. The appeal has been fully briefed and argued and awaits decision.

34. Combined, Class Counsel spent thousands of hours and more than five years litigating this case, as well as obtaining and negotiating the Settlements. These efforts were critical in ultimately obtaining preliminary approval of the Settlements.

III. PLAINTIFFS AND CLASS COUNSEL OBTAIN $28.5 MILLION IN SETTLEMENTS WITH KELLER WILLIAMS AND RE/MAX

35. As detailed in the declarations supporting preliminary approval (ECF Nos. 262-1; 310-1), after five years of hard-fought litigation, Class Counsel obtained an icebreaker settlement with Keller Williams for $20 million and thereafter, a settlement with RE/MAX for $8.5 million.

36. As demonstrated by the history of this case and the Settlements, Class Counsel were deeply informed about the facts, risks, strengths, weaknesses, and potential damages in this case based on their investigation, analysis, experts, and vast experience with similar complex antitrust class action litigation. Class Counsel also analyzed and took into careful consideration RE/MAX's current financial condition, including information from RE/MAX's CFO, its declining stock price and market capitalization, and its particular debt covenants, which limit its ability to borrow to fund a settlement or satisfy a judgment. Both Keller Williams and RE/MAX were likewise represented by leading defense attorneys with vast antitrust experience and deep familiarity with this case.

37. Plaintiffs and Keller Williams began discussing the possibility of a settlement in 2025. The Parties later agreed to mediate. Prior to mediation, Class Counsel researched, drafted, and submitted a mediation statement exceeding 20 pages and supported by more than 30 exhibits. The parties thereafter attended a day-long mediation with renowned mediator Gregory Lindstrom of Phillips ADR Enterprises. Plaintiffs and Keller Williams were unable to come to an agreement at that time. Mr. Lindstrom eventually made a mediator's proposal, which Plaintiffs and Keller Williams accepted. After weeks of additional negotiations, Plaintiffs and Keller Williams executed a binding term sheet. Additional negotiation followed and on January 20, 2026, the parties

executed the Settlement Agreement. The Court preliminarily approved the Keller Williams Settlement on February 12, 2026. ECF No. 269.

38. In December 2024, Plaintiffs and RE/MAX began discussing the possibility of a settlement. The parties likewise agreed to mediate with Mr. Lindstrom, exchanged lengthy mediation statements, and attended a mediation session. The parties did not reach agreement at that time, but continued discussing settlement with the assistance of Mr. Lindstrom. On March 13, 2026, the Parties agreed on the parameters of a settlement. On March 19, 2026, the Parties executed the Settlement Agreement. And on March 31, 2026, the Court preliminarily approved the RE/MAX Settlement. ECF No. 314. The Court's orders preliminarily certify the following Settlement Classes:

> Keller Williams: All persons (including entities) who purchased residential real estate in the United States, from the beginning of the State Statutory Period[4] through the date of class Notice, that was listed on a MLS.[5] Excluded from the Settlement Class are: Defendants and any parent, subsidiary, affiliate, or co-conspirator of any Defendant. Also excluded is the Judge presiding over this action, his or her judicial staff, their immediate family, and to this Action. Also excluded from the Settlement Class is any person or entity who or which properly excludes himself, herself, or itself by filing a valid and timely request for exclusion in accordance with the requirements to be set forth in the Notice to Class Members.

See ECF No. 269 ¶ 4.

> RE/MAX: All persons (including entities) who purchased residential real estate in the United States, from the beginning of the State Statutory Period through the date of class Notice, that was listed on a MLS. Excluded from the Settlement Class are: (i) the Judge

[4] The State Statutory Periods are as follows: January 25, 2019 (Texas); January 25, 2018 (Kansas, Mississippi, South Carolina, Alaska, Colorado, Maryland, Montana, Oklahoma, Washington); January 25, 2017 (Arizona, California, Florida, Idaho, Nebraska, Nevada, New Hampshire, New Mexico, North Carolina, Virginia, District of Columbia, Delaware, Georgia); January 25, 2016 (Arkansas, Illinois, Iowa, Missouri, Utah, West Virginia, Kentucky); January 25, 2015 (Connecticut, Hawaii, Maine, Massachusetts, Michigan, Minnesota, New York, North Dakota, Oregon, Pennsylvania, South Dakota, Tennessee, Vermont, Wisconsin, Alabama, Indiana, New Jersey, Ohio); January 25, 2013 (Wyoming); January 25, 2011 (Rhode Island, Louisiana); and January 25, 2006 (Puerto Rico). ECF No. 262-2, 1(qq).

[5] MLS is defined as any residential real estate multiple listing service in the U.S., whether or not it is NAR affiliated. ECF No, 262-2, ¶ 1(r).

> presiding over this action, his or her judicial staff, and their immediate family; (ii) any person or entity who or which properly excludes himself, herself, or itself by filing a valid and timely request for exclusion in accordance with the requirements to be set forth in the Notice to Class Members; and (iii) any persons who are settlement class members with respect to RE/MAX's settlement in *Burnett, et al. v. National Ass'n of Realtors, et al.*, 4:19-cv-00332 (W.D. Mo.).

See ECF No. 314 ¶ 4.

39. Class Counsel also separately moved for the preliminary approval of the Distribution Plans for the Settlements that provide for the calculation of each claimant's *pro rata* share based on what they would have paid for their homes absent Defendants' conspiracy as well as their litigation risk. ECF Nos. 276, 310-5. The Distribution Plans were developed in close consultation with Class Counsel's experts and the Claims Administrator. In addition, with respect to the Keller Williams Settlement, Class Counsel engaged Christopher Burke of Burke LLP and Todd Seaver of Berman Tobacco (together, "Allocation Counsel") to independently represent class members who are subject to the legal risk that their homebuying claims may be released by settlements reached in related seller litigation, and those class members who are not subject to such a legal risk either because they have never sold a home or have not sold a home during the periods covered by those settlements. Allocation Counsel both have extensive experience litigating and settling complex antitrust actions like this one and were well-equipped to negotiate an appropriate legal risk discount in this case. *See* ECF No. 276-1.

40. The Court preliminarily approved the Distribution Plans for both Settlements. ECF Nos. 296, 315.

41. Pursuant to the Court's preliminary approval orders, Class Notice has been issued. Class Counsel have not received any objections or requests for exclusion directly, and none have been filed on the docket of this Action. Further, the Declaration of Julia Westphal, Project Manager with A.B. Data, Ltd., confirms that, to date, there have been no objections and no requests for

exclusion sent to the Settlement Administrator. *See* Declaration of Julia Westphal dated June 8, 2026 ¶ 25.

42. The absence of objections and opt-outs is a strong indication that the Settlement Class has a positive reaction to the proposed Settlements and confirms Class Counsel's opinion that, when considering the risks of continued litigation against the monetary relief, cooperation, and certainty provided by the Settlements, and based on their informed and professional opinions, the Settlements are eminently fair, reasonable, and adequate and in the best interests of the Settlement Class Members.

IV. SUMMARY OF HOURS, LODESTAR, AND EXPENSES

43. As Class Counsel's résumés demonstrate, Class Counsel are skilled and accomplished litigators in the antitrust litigation field with successful track records in some of the largest class actions throughout the country. *See* ECF Nos. 262-3; 262-4.

44. In support of Class Counsel's Fee and Expense Application, Class Counsel and supporting counsel submitted declarations summarizing the hours worked by personnel at their firms and the corresponding lodestar, as well as the expenses incurred in prosecuting this Action, from inception through March 31, 2026. *See* Declaration of Vincent Briganti in Support of Class Counsel's Fee and Expense Application; Declaration of Randall P. Ewing in Support of Class Counsel's Fee and Expense Application; Declaration of Christopher Burke in Support of Class Counsel's Fee and Expense Application; Declaration of Todd Seaver in Support of Class Counsel's Fee and Expense Application; Declaration of James R. Layton in Support of Class Counsel's Fee and Expense Application.

45. The following chart summarizes the aggregate hours and lodestar of Class Counsel and Allocation Counsel, as set forth in more detail in the separate firm declarations:

Firm/Attorney	Hours	Lodestar
Lowey	7,449.17	$8,691,886.20
Korein Tillery	17,006.65	$11,286,582.50
Berman Tobacco	60.70	$72,056.00
Burke LLP	92.10	$115,130.00
James Layton	51.30	$24,880.50
TOTAL	**24,659.92**	**$20,190,535.20**

46. The requested fee of $9,500,000 represents a multiplier of 0.47 based on the total lodestar of $20,190,535.20

47. The expenses of each firm were as follows:

Expense Categories	Expenses
Travel - Airfare, Lodging, Meals, Taxi	$39,777.56
Computer Research, Databases & Docket	$104,324.60
Court Transcripts/Court Reporter Fees	$16,293.20
Document Production, Review, IT and Maintenance	$33,322.13
Professional, Consulting, or Expert Fees	$4,320,004.15
In-House Copying	$6,995.29
Postage, Mailing, FedEx, UPS, Fares & Messengers	$2,191.90

Expense Categories	Expenses
Service and Filing Fees	$15,468.08
Publications, Library, Subscriptions & Promotion	$57.00
Conferences, Meetings, Telephone & Telecopier	$32.40
TOTAL	**$4,538,466.31**

48. As described in the accompanying declaration from Class Counsel and supporting counsel, these expenses were reasonably and necessarily incurred in the prosecution of the Action.

V. CONCLUSION

49. For the reasons set forth above and in the accompanying memoranda of law, we respectfully submit that: (i) the terms of the Settlements are fair, reasonable, and adequate in all respects and should be approved; (ii) the Distribution Plans are fair and reasonable and should be approved; and (iii) the Fee and Expense Application is reasonable, supported by the facts and law, and should be granted.

* * *

I certify under penalty of perjury that the foregoing is true and correct. Executed on June 9, 2026 in White Plains, New York.

/s/ Vincent Briganti
Vincent Briganti
LOWEY DANNENBERG, P.C.
44 South Broadway, Suite 1100
White Plains, NY 10601
Telephone: (914) 997-0500
Facsimile: (914) 997-0035
vbriganti@lowey.com

I certify under penalty of perjury that the foregoing is true and correct. Executed on June 9, 2026, in Fort Lauderdale, Florida.

/s/ Randall P. Ewing, Jr.
Randall P. Ewing, Jr.
KOREIN TILLERY, LLC
205 North Michigan Ave., Suite 1950
Chicago, IL 60601
(312) 641-9750
rewing@koreintillery.com