

**IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION**

DON GIBSON, et al., on behalf of themselves and all
others similarly situated,

Plaintiffs,

v.

THE NATIONAL ASSOCIATION OF REALTORS,
et al.,

Defendants.

Case No. 4:23-CV-00788

JEREMY KEEL, et al., on behalf of themselves and
all others similarly situated,

Plaintiffs,

v.

CHARLES RUTENBERG REALTY, INC., et al.

Defendants.

Case No. 4:25-cv-00759-SRB

**PLAINTIFFS' MOTION FOR ATTORNEYS' FEES AND COSTS AND
SUGGESTIONS IN SUPPORT THEREOF**

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INTRODUCTION

After years of hard-fought litigation in multiple lawsuits, Plaintiffs have achieved proposed nationwide settlements now totaling at least \$1,080,565,500 in monetary relief, in addition to significant practice change relief. These include settlements with all *Burnett* defendants, 22 *Gibson* Defendants, 9 *Keel* defendants, and all 4 *Keel II* defendants.

Through this motion, Plaintiffs seek as attorneys' fees one-third of the \$3,087,500 recovered under the Settlements in *Keel II* and the \$39.7 million recovered under the most recent Settlements in *Gibson*, plus recovery of certain case expenses.¹ Plaintiffs' final approval motion for these Settlements will be heard on February 05, 2026. As with the other settlements that Plaintiffs have obtained, the additional \$42,787,500 created by these settlements is non-reversionary. To achieve this result, Class Counsel worked for more than six years to file and prosecute multiple lawsuits pending in different jurisdictions: *Moehrl*, *Burnett*, *Umpa*, *Gibson*, *Keel*, and *Keel II* ("the litigation"). Class Counsel faced substantial risk representing the Settlement Class. They worked on a fully contingent basis, investing over 124,880 hours of labor through October 31, 2025, and advancing over \$17 million in out-of-pocket costs without any guarantee of success. They did so despite this litigation having no pre-ordained path to a recovery. Indeed, Class Counsel faced off against well-funded and entrenched opponents represented by over *forty* of the most high-profile defense firms in the country.

Class Counsel are a diverse group of well-respected antitrust, complex litigation, and trial lawyers who spearheaded the litigation. In doing so, Class Counsel were not able to rely on any governmental prosecutions or on preexisting litigation by other private attorneys. These

¹ The *Gibson* settlements are: William Raveis (\$4.1 million), Howard Hanna (\$32 million), EXIT (\$1.5 million), Windermere, and Lyon (\$2.1 million). The *Keel II* settlements are: Charles Rutenberg (\$750,000), Tierra Antigua (\$400,000), West USA Realty (\$950,000), and My Home (\$987,500). This brief will be filed in *Keel II* and in *Gibson*.

Settlements are the independent product of their wholly contingent, risky, costly, and time-intensive work seeking a recovery against Defendants, not the work of anyone else.

This Circuit's precedent applied to the facts here supports Class Counsel's requests for attorneys' fees representing one-third of the settlement fund and for reimbursement of case expenses. In the Eighth Circuit, a fee based on a percentage of the fund recovered is the favored approach for calculating attorneys' fees in contingent representation, including class actions. The percentage-of-the-fund approach aligns Class Counsel's interests with those of the class because the greater the recovery the Class obtains, the greater the fee to which Class Counsel is entitled. It incentivizes counsel to continue pursuing additional claims beneficial to the class even where, as here, counsel have already obtained substantial recoveries for the class. And it also avoids disincentivizing early settlements or continued work that may benefit the class.

For these reasons, Class Counsel respectfully request that the Court approve a fee of one-third of the Settlement Fund as well as reimbursement of current expenses in the amount of \$17,430,490.48 that have not already been reimbursed in prior settlements.

FACTUAL BACKGROUND

A background of the litigation and Settlements is well-known to the Court and can be found in Plaintiffs' various motions for settlement approval (e.g., *Keel* Docs. 2, 22, 50; *Burnett* Doc. 1192, 1371, 1458, 1469, 1478; *Gibson* Docs. 161, 294, 303, 399, 521, 531, 655, 762). The Settlements are non-reversionary meaning the entire amount is for the benefit of the class and upon approval no amount will revert to the Settling Defendants regardless of the claims' submitted. Moreover, the Settlements include substantial practice change relief aimed at ending the Defendants' support for the challenged restraints, including their enforcement of the Mandatory Offer of Compensation Rule. To achieve these results for the Class, Class Counsel performed more than 124,000 hours of work through October 31, 2025, across all five of their cases and invested

over \$17 million of their own money. Counsel continue to work on behalf of the Class even after these settlements.

I. CLASS COUNSEL PERFORMED EXTRAORDINARY WORK AND ASSUMED SIGNIFICANT RISK ON A CONTINGENT BASIS ON BEHALF OF THE SETTLEMENT CLASS TO OBTAIN THE SETTLEMENTS.

Plaintiffs allege that the National Association of Realtors and other entities agreed to engage in anticompetitive conduct that inflated broker commissions, including by following and enforcing the Mandatory Offer of Compensation Rule and associated restraints promulgated by NAR and its members.² To date, Defendants in *Gibson, Umpa, Moehrl, Burnett, Keel* and *Keel II* have been represented by more than forty defense firms – including many of the most highly-regarded firms in the world. Dirks Dec. at ¶ 13. These firms have extensively litigated in several of the cases, filing jurisdictional challenges, motions to compel arbitration, motions to dismiss, *Daubert* motions, challenges to class certification, summary judgment motions, several appeals, and—in the case of Keller Williams, NAR and HomeServices—even a jury trial. *Id.* at ¶¶ 14, 20.

Moreover, in undertaking this substantial commitment on behalf of the Settlement Class, Class Counsel assumed significant risk. There was no roadmap of previous cases or settlements filed by other counsel, and no assistance from governmental entities or regulators through parallel litigation. *Id.* at ¶ 17. Despite the odds, Class Counsel achieved tremendous success. They obtained favorable rulings on key issues including on class certification, summary judgment, and *Daubert*. *Id.* at ¶¶ 14, 20. Class counsel engaged in over six years of briefing, reviewing a universe of millions of pages of documents, retention of at least 20 experts and consultants, and approximately

² See generally Declaration of Eric L. Dirks (“Dirks Decl.”) for an overview of the procedural history and efforts to reach the Settlements. Attached as Ex. 1. Also attached are the declarations of Michael S. Ketchmark (Ex. 2), Brandon J.B. Boulware (Ex. 3), Steve W. Berman (Ex. 4), Marc M. Seltzer (Ex. 5), Robert A. Braun (Ex. 6), Daniel Hedlund (Ex. 7); Jill Manning (Ex. 8); Ryan Ellersick (Ex. 9); and Bobby Pouya (Ex. 10). These declarations cover many of the same topics set out in the Dirks Decl. as well as each firm’s individual lodestar and expense amounts. See also, e.g., *Burnett* Doc. # 1535-8 to 1535-12 (time declarations of other cocounsel in *Burnett* and *Moehrl*; *Keel II* Doc. # 41-7 to 41-9 (time declarations of other counsel in *Keel*).

180 depositions to achieve this result. *Id.* at ¶ 15-16. Reflecting these efforts, *Burnett*, *Moehrl*, *Umpa*, *Gibson*, *Keel* and *Keel II* have over 3,000 docket entries as of the date of this filing.

Moreover, Plaintiffs' Counsel did not stop with their trial victory in *Burnett*. They worked to maximize the recovery for the Class by filing the *Gibson*, *Umpa*, *Keel* and *Keel II* complaints against additional Defendants. The *Moehrl* and *Burnett* actions originally included claims against five defendant families on behalf of home sellers who listed their properties for sale on 24 covered MLSs. The *Gibson* case advances similar claims against additional Defendants on behalf of a nationwide class of home sellers.³ The *Keel* case involved nine Defendants with whom Plaintiffs settled outside of the *Burnett* and *Gibson* litigation. *Keel II* involves four additional settling defendants. The current *Gibson* settlements before the Court involve five *Gibson* defendants. The six law firms appointed Co-Lead Class Counsel in *Moehrl* and *Burnett* also represent Plaintiffs and the putative class in the consolidated *Gibson* action. These Co-Lead Class Counsel were assisted by additional counsel in achieving the settlements in *Keel* and *Keel II*.

With their successful track record, Class Counsel bring substantial knowledge and expertise to the *Keel II* and *Gibson* actions. Plaintiffs and their counsel worked diligently to advance the litigation. Prior to filing these actions, class counsel undertook significant research regarding the Settling Defendants, their participation in NAR, their enforcement of the Mandatory Offer of Compensation Rule, and their market share and presence.

³ The cases were originally filed as two related actions, *Gibson, et al. v. NAR, et al.*, Case No. 4:23-CV-788-SRB (“*Gibson*”) on October 31, 2023, and *Umpa v. NAR, et al.*, Case No. 4:23-CV-945-SRB (“*Umpa*”) on December 27, 2023. On April 23, 2024, the Court granted Plaintiffs' motion to consolidate the *Gibson* and *Umpa* matters and to file a consolidated class action complaint under the *Gibson* caption. *Gibson* Docs. 145–146; *Umpa* Docs. 245–246.

ARGUMENT

I. THE REQUESTED ATTORNEYS' FEES ARE REASONABLE UNDER THE FACTS AND CIRCUMSTANCES PRESENTED HERE.

Under well-established Eighth Circuit law, a fee equal to one-third of the Settlement Fund should be approved.

A. This Court has already determined that one-third of the overall monetary settlements is appropriate.

The Court previously awarded one-third of the fund as attorneys' fees in the four previous rounds of Settlements in the litigation,. *See Burnett* Doc. # 1622, at 77-86. *See also Burnett* Doc. # 1487 (granting final approval of first three *Burnett* settlements and awarding fees of one-third of the fund); *Gibson* Doc. # 530, 769 (granting final approval of two rounds of settlements and awarding one-third of the fund as attorneys' fees); *Keel* Doc. # 56.

B. Contingent Fees Are Awarded Using the Percentage-of-the-Fund Approach.

Courts typically use the "percentage-of-the-fund method" to award attorneys' fees from a common fund. *See, e.g., Rawa v. Monsanto Co.*, 934 F.3d 862, 870 (8th Cir. 2019). "In the Eighth Circuit, use of a percentage method of awarding attorney fees in a common-fund case is not only approved, but also 'well established,'" *In re Xcel Energy, Inc., Sec., Derivative & "ERISA" Litig.*, 364 F. Supp. 2d 980, 991 (D. Minn. 2005) (quoting *Petrovic v. Amoco Oil Co.*, 200 F.3d 1140, 1157 (8th Cir. 1999)), and even "preferable." *Barfield v. Sho-Me Power Elec. Co-op.*, No. 11-CV-4321, 2015 WL 3460346, at *3 (W.D. Mo. June 1, 2015) (quoting *West v. PSS World Med., Inc.*, No. 13-CV-574, 2014 WL 1648741, at *1 (E.D. Mo. Apr. 24, 2014)). The percentage method aligns the interests of the attorneys and the class members by incentivizing counsel to maximize the class's recovery. *See Johnston v. Comerica Mortg. Corp.*, 83 F.3d 241, 245 (8th Cir. 1996) ("[T]he Task Force [established by the Third Circuit] recommended that the percentage of the

benefit method be employed in common fund situations.”) (citing *Court Awarded Attorneys Fees, Report of the Third Circuit Task Force*, 108 F.R.D. 237, 255 (3rd Cir. 1985)).⁴ The Court should therefore use the percentage approach to award fees in this case.

C. A Fee Equal to One-Third of the Fund is Reasonable.

This Court and other courts within the Eighth Circuit confirm that one-third of the common fund is an appropriate amount for class counsels’ fees in complex class actions, including antitrust litigation. Eighth Circuit and Missouri courts “have frequently awarded attorney fees between twenty-five and thirty-six percent of a common fund in other class actions.” *Huyer v. Buckley*, 849 F.3d 395, 399 (8th Cir. 2017) (quoting *In re Xcel*, 364 F. Supp. 2d at 998); *see also Rawa*, 934 F.3d at 870 (“courts have frequently awarded attorneys’ fees ranging up to 36% in class actions”) (quoting *Huyer*, 849 F.3d at 399); *Yarrington v. Solvay Pharm., Inc.*, 697 F. Supp. 2d 1057, 1064 (D. Minn. 2010) (holding fee award of 33% reasonable); *In re U.S. Bancorp Litig.*, 291 F.3d 1035, 1038 (8th Cir. 2002) (affirming fee award representing 36% of the settlement fund as reasonable)); *In re Xcel*, 364 F. Supp. 2d at 998 (collecting cases demonstrating that district courts routinely approve fee awards between 25% and 36%).

In addition to this Court’s previous rulings in the real estate commission cases, this District has also approved one-third of the fund in a settlement valued at \$325 million. *See Rogowski v. State Farm Life Ins. Co.*, No. 22-CV-203, 2023 WL 5125113, *4-5 (W.D. Mo. April 18, 2023). Thus, judges in the Western District of Missouri and the Eighth Circuit often apply the one-third-of-the-fund fee calculation, even to large settlements.

⁴ In contrast, undue focus on hours or hourly rates “creates an unanticipated disincentive to early settlements, tempts lawyers to run up their hours, and compels district courts to engage in a gimlet-eyed review of line-item fee audits.” *Wal-Mart Stores, Inc. v. Visa U.S.A., Inc.*, 396 F.3d 96, 121 (2d Cir. 2005) (cleaned up).

In doing so, courts typically consider some or all of the relevant factors listed in *Johnson v. Georgia Highway Express, Inc.*, 488 F.2d 714, 717–19 (5th Cir. 1974). See *In re Target Corp. Customer Data Security Breach Litig.*, 892 F.3d 968, 977 (8th Cir. 2018). The *Johnson* factors are:

(1) the time and labor required; (2) the novelty and difficulty of the questions; (3) the skill requisite to perform the legal service properly; (4) the preclusion of employment by the attorney due to acceptance of the case; (5) the customary fee; (6) whether the fee is fixed or contingent; (7) time limitations imposed by the client or the circumstances; (8) the amount involved and the results obtained; (9) the experience, reputation, and ability of the attorneys; (10) the “undesirability” of the case; (11) the nature and length of the professional relationship with the client; and (12) awards in similar cases.

In re Target, 892 F.3d at 977 n.7. To be sure, “[m]any of the *Johnson* factors are related to one another and lend themselves to being analyzed in tandem.” *Swinton v. SquareTrade, Inc.*, 454 F. Supp. 3d 848, 886 (S.D. Iowa 2020). Therefore, courts in the Eighth Circuit often focus on the most relevant *Johnson* factors in evaluating fee requests. See *Huyer*, 849 F.3d at 398–400 (affirming trial court’s award of one-third of the common fund after review of *Johnson* factors 1–5 only); *In re Xcel*, 364 F. Supp. 2d at 993; *Tussey v. ABB, Inc.*, No. 06-CV-4305, 2019 WL 3859763, at *2 (W.D. Mo. Aug. 16, 2019); *Yarrington*, 697 F. Supp. 2d at 1062; *Hardman v. Bd. of Educ. of Dollarway, Arkansas Sch. Dist.*, 714 F.2d 823, 825 (8th Cir. 1983). The *Johnson* factors favor Plaintiffs request here. See, e.g., Declaration of Professor Robert H. Klonoff, Gibson Doc. # 702-10, Exhibit 10 at ¶¶ 26, 36, 41.⁵

1. Class Counsel worked on a contingent basis, despite the numerous risks and time commitments. (Factors 1, 4, 6-7 and 10)

Here, Class Counsel’s time and labor invested was substantial and necessarily precluded other work. Dirks Decl. at ¶¶ 17-18. Prosecuting the Litigation required over \$109 million in

⁵ Professor Klonoff submitted a declaration most recently in *Gibson and Keel*. See Klonoff Declaration, *Gibson*, Doc. 702-10 (“Klonoff Declaration”). That Declaration applies with equal force here because the factual record, circumstances and methodology remain the same as previous settlement rounds and counsels’ lodestar multiplier is now lower than it was at the time of this declaration.

lodestar through October 31, 2025. Dirks Decl. at ¶ 42. In addition to the substantial number of hours it took to reach the Settlements, Class Counsel were also required to expend over \$17 million of their own money toward litigation expenses through October 31, 2025, with more bills coming due every day. Dirks Decl. at ¶ 47. That work, which precluded other less-risky employment, was the result of Class Counsels' efforts undertaken without any guarantee of payment. Moreover, the real estate commission litigation faced low odds of early settlements because it challenged practices that were central to the real estate brokerage industry. *See, e.g., How the \$1.8 Billion Real-Estate Commissions Lawsuit Came to Be*, Wall Street Journal, November 26, 2023 ("Antitrust cases almost always settle before trial, giving attorneys some assurance they will get paid something. But in this case, the damages were so high and the threat to the industry so existential that plaintiff attorneys thought it unlikely NAR would settle."). Indeed, from the outset, the industry took the position that the cases were "baseless." *See, e.g., Realtor Group Moves to Dismiss Class Action Lawsuit Alleging Collusion*, Forbes, May 21, 2019 ("According to John Smaby, president of NAR, all three claims have no merit. 'In today's complex real estate environment, REALTORS and Multiple Listing Services promote a pro-consumer, pro-competitive market for home buyers and sellers, contrary to the baseless claims of these class action attorneys,' he said. 'Our filing today shows the lawsuit is wrong on the facts, wrong on the economics and wrong on the law.'").

"Courts have recognized that the risk of receiving little or no recovery is a major factor in awarding attorney fees." *Yarrington*, 697 F. Supp. 2d at 1062 (quoting *In re Xcel*, 364 F. Supp. 2d at 994); Theodore Eisenberg & Geoffrey Miller, *Attorney Fees In Class Action Settlements: An Empirical Study*, 1 J. Emp. L. Studies 27, 27, 38 (2004) ("Fees are also correlated with risk: the presence of high risk is associated with a higher fee, while low-risk cases generate lower fees

[This] is widely accepted in the literature.”). “Unless that risk is compensated with a commensurate award, no firm, no matter how large or well-financed, will have the incentive to consider pursuing a case such as this.” *Tussey*, 2019 WL 3859763, at *3. “Courts agree that a larger fee is appropriate in contingent matters where payment depends on the attorney’s success.” *Been v. O.K. Industries, Inc.*, No. 02-CV-285, 2011 WL 4478766, at *9 (E.D. Okla. Aug. 16, 2011). And critically, “[t]he risks plaintiffs’ counsel faced must be assessed as they existed in the morning of the action, not in light of the settlement ultimately achieved at the end of the day.” *In re Xcel*, 364 F. Supp. 2d at 994.

This was the riskiest litigation at least some of Class Counsel have ever prosecuted, due both to the possibility of no recovery and the investment of time and money required to pursue the litigation and reach settlements or other judgment against entrenched defendants. Dirks Decl. at ¶ 22; *see also Caligiuri v. Symantec Corp.*, 855 F.3d 860, 866 (8th Cir. 2017) (affirming fee award where lower court reasoned, in part, that “[p]laintiffs’ counsel, in taking this case on a contingent fee basis, was exposed to significant risk”); *In re Equifax Inc. Customer Data Sec. Breach Litig.*, No. 17-md-2800, 2020 WL 256132, at *33 (N.D. Ga. Mar. 17, 2020) (“This action was prosecuted on a contingent basis and thus a larger fee is justified.”). And that risk continued to grow throughout the years of litigation through trial, with every hour of work and every dollar of expenses compounding the risk to Class Counsels’ investment. Dirks Decl. at ¶ 22. The riskiness of the cases is also confirmed by dearth of similar cases filed by other attorneys until after the *Burnett* trial verdict and the decision by attorneys in the few cases that were filed to “slow-track” them (avoiding a significant investment) pending the outcome of the Class Counsel’s Litigation. In sum, “the extraordinary level of work and result achieved here in the face of enormous risk warrants a substantial fee percentage.” Klonoff Decl. at ¶ 89.

2. The claims were difficult to prosecute. (Factor 2)

Because antitrust claims are especially complex, expensive, and difficult to prosecute, courts have recognized that attorneys' fee awards equal to one-third of the fund are often appropriate in antitrust suits. *See In re Peanut Farmers Antitrust Litig.*, No. 19-CV-00463, 2021 WL 9494033, at *6 (E.D. Va. Aug. 10, 2021) (“[A]n award of one-third is also common in antitrust class actions.”) (citing cases);⁶ *In re Urethane Antitrust Litig.*, No. 04-CV-1616, 2016 WL 4060156, at *5 (D. Kan. July 29, 2016) (awarding one-third of \$835 million settlement, noting “a one-third fee is customary”); *In re Flonase Antitrust Litig.*, 291 F.R.D. 93, 100, 106 (E.D. Pa. 2013) (awarding one-third of the settlement fund as attorneys' fees in which court relied upon the fact that class counsel had litigated a number of hotly contested *Daubert* challenges). *See also* Klonoff Decl. at ¶¶ 43.

Here it is undeniable that the antitrust claims at issue in the real estate commission litigation were challenging to prosecute. As the Court saw, no stone has been left unturned by numerous Defendants and challenges have been made at every stage (*i.e.* motions to dismiss, motions for summary judgment, *Daubert* motions, class certification, efforts to appeal from class certification orders, appeals on arbitration issues, and trial). *See* Dirks Decl. at ¶¶ 14, 20. The cases also required extensive discovery, including well over 100 depositions, the production and review of millions of pages of documents, and dozens of expert reports.

3. Class Counsel's reputation and skillful resolution of the Litigation supports the award. (Factors 3 and 9)

Courts often judge class counsel's skill against the “quality and vigor of opposing counsel” *In re Charter Commc'ns, Inc.*, MDL No. 1506 All Cases, No. 02-CV-1186, 2005

⁶ And observing that “[o]ther courts have determined that a higher percentage rate is appropriate where discovery has been completed and the case is ready for trial.” *Id.*

WL 4045741, at *29 (E.D. Mo. June 30, 2005) (citing *In re IBP, Inc. Sec. Litig.*, 328 F. Supp. 2d 1056, 1064 (D.S.D. 2004)).

Here, Class Counsel faced off against no fewer than *forty* highly-respected law firms over the course of the litigation. Dirks Decl. at ¶ 13. Although Class Counsel’s team includes some of the country’s most accomplished class action and trial lawyers, Defendants also hired some of the country’s most prominent defense attorneys and firms. This weighs heavily in favor of the requested award. See Klonoff Decl. at ¶¶ 58-60.

Class Counsel in their own right are well-known on both a national level and local level. See generally Exhibits 1-6. Indeed, trial counsel for the *Burnett* case was named as the Missouri Lawyer of the Year after the *Burnett* trial. See *Ketchmark named Lawyer of the Year*, Missouri Lawyers Weekly, December 7, 2023. And Class Counsel for the *Moehrl* case have been repeatedly recognized for their skill and expertise in antitrust litigation. See, e.g., *Burnett* Docs. 1392-4 (Berman Dec.) at ¶ 2; 1392-5, 1535-6 (Seltzer Decs.) at ¶ 2; 1392-6 (Braun Dec.) at ¶ 2.

4. The percentage requested is supported by other awards under the facts and circumstances of this Litigation. (Factors 5 and 12)

In the Eighth Circuit, courts have “frequently awarded attorneys’ fees ranging up to 36% in class actions.” *Huyer*, 849 F.3d at 399.⁷ Courts have recognized that prosecution of antitrust claims should often result in a one-third-of-the-fund fee award. See *In re Peanut Farmers*, 2021 WL 9494033, at *6 (“[A]n award of one-third is also common in antitrust class actions.”) (citing cases); *In re Urethane*, 2016 WL 4060156, at *5 (awarding one-third of \$835 million antitrust settlement, noting “a one-third fee is customary”).

⁷ See also *supra* pp. 6-7.

Moreover, the requested one-third fee award is equal to or less than what the actual named plaintiffs—those with the most on the line and most involved in the case—agreed to at the outset of the first-filed real estate commission cases. The class representatives agreed to maximum fees between 33.3% and 35%. Dirks Decl. at ¶ 28; *Gibson* Doc. #702-4 at ¶ 10 (declaration of Steve Berman).

These factors also support Plaintiffs’ request. Klonoff Decl. at ¶¶ 62-64, 79-80.

5. The amount involved and results obtained for the Settlement Class given the risks of the Litigation support the percentage requested. (Factor 8)

Here, the Fund is pure cash and non-reversionary; so, the Settlements, plus interest earned until distribution, requires no further valuation. In requesting a fee as a percentage of the Fund, Class Counsel necessarily seeks a fee proportionate to the degree of monetary success obtained.

Equally important, the Settlements include significant injunctive relief that requires the Settling Defendants, among other things, to train their agents that commissions are negotiable, and that there is no requirement to make offers of compensation to buyer brokers. *See also National Association of Realtors Verdict Will Send “Shock Waves” Through the Industry*, The Wall Street Journal, November 1, 2023 (“There is no question that Tuesday’s nearly \$1.8 billion verdict against the National Association of Realtors and brokerage firms is going to send shock waves through the industry. Commissions have stayed pretty stable at about 5% to 6% of the sales price for decades now, despite major technological upheaval in the industry. We may finally start to see those costs for home buyers and sellers go down quite a bit.”); *Examining Some of the Big Changes Coming to Real Estate Commissions*, National Public Radio, August 16, 2024 (“Over time, home buyers and sellers are expected to save tens of billions of dollars a year in lower commissions”). The value of this non-monetary relief to consumers is substantial in itself and provides additional justification for the requested fee. *See* Klonoff Decl. at ¶¶ 97-99.

This factor supports a contingency percentage of one-third, particularly given the benefits achieved. Importantly, success—including “exceptional success”—is not measured solely by the maximum damages alleged but must be evaluated against any “unusually difficult or risky circumstances and the size of plaintiffs’ recovery.” *Allapattah Servs., Inc. v. Exxon Corp.*, 454 F. Supp. 2d 1185, 1204–05 (S.D. Fla. 2006). Here, the request is supported by both the size of the recovery and the results obtained as compared to the risk of a lesser recovery or none at all. And rather than stop at the *Burnett* and *Moehrl* defendants, Class Counsel continued to prosecute these joint and several liability claims against additional Defendants in *Gibson*, *Umpa*, *Keel*, and *Keel II*. Thus, these and any future settlements or judgments will also benefit the Class.

D. The Requested Fee Is Reasonable Under a Lodestar Crosscheck.

Although a lodestar crosscheck is “not required” in the Eighth Circuit, *Keil v. Lopez*, 862 F.3d 685, 701 (8th Cir. 2017); *PHT Holdings II, LLC v. N. Am. Co. Life & Health Ins.*, 2023 WL 8522980, at *7 (S.D. Iowa Nov. 30, 2023)⁸—performing such a crosscheck here confirms that the requested fee is reasonable and should be approved. As noted above, Class Counsel have spent over **124,880** hours through October 31, 2025, in *Gibson*, *Umpa*, *Burnett*, *Moehrl*, *Keel* and *Keel II*. These hours result in an overall lodestar through October 31, 2025, of **\$109,928,678.34**. Dirks Decl. at ¶ 42.

In performing a lodestar crosscheck in litigation involving multiple settlements and multiple cases, the appropriate method is to consider the “holistic approach.” See Klonoff Decl. at ¶¶ 105-10; see also *In re Capacitors Antitrust Litig.*, 2018 WL 4790575, at *6 (N.D. Cal. Sept. 21,

⁸ “[T]o overly emphasize the amount of hours spent on a contingency fee case would penalize counsel for obtaining an early settlement and would distort the value of the attorneys’ services.” *Rawa*, 934 F.3d at 870 (quoting *In re Charter Commc’ns*, 2005 WL 4045741, at *18). Cf. *In re T-Mobile Customer Data Security Breach Lit.*, No. 23-2744, 2024 WL 3561874, at *7 (8th Cir. July 29, 2024 (observing a crosscheck is not required but can be warranted “when a megafund case settles quickly”).

2018) (“courts typically base fee awards in subsequent settlements on all work performed in the case,” based on the reality—applicable here—that “the total work performed by counsel from inception of the case makes each settlement possible.”); *In re Automotive Parts Antitrust Litig.*, 2020 WL 5653257, at *3 n.5 (E.D. Mich. Sept. 23, 2020) (“In calculating the lodestar for purposes of the cross-check, it would be impractical to compartmentalize and isolate the work that . . . Class Counsel did in any particular case at any particular time because all of their work assisted in achieving all of the settlements and has provided and will continue to provide a significant benefit to all of the . . . classes.”).

The Court previously approved a fee of one-third of the *Burnett* settlements as well as the previous *Gibson* settlements and *Keel* settlements. When those prior settlements are added to the present settlements, the total monetary settlement value is at least \$1,080,565,500. One-third of this combined amount is approximately \$360,188,500. Thus, the combined fee request constitutes an approxi 3.27 multiplier on their time. Such a multiplier is well within the range of reasonableness. *See* Klonoff Dec. at ¶¶ 31, 36, 116, 119-122; *Rawa*, 934 F.3d at 870 (observing a lodestar multiplier of 5.3 is within the bounds of reasonableness); *Huyer v. Buckley*, 849 F.3d 395, 399–400 (8th Cir. 2017) (observing lodestar multipliers of up to 5.6 times class counsel’s lodestar to be in the reasonable range for a lodestar crosscheck); *In re T-Mobile Customer Data Security Breach Litig.*, No. 23-2744, 2024 WL 3561874, at *6 (8th Cir. July 29, 2024) (observing that in a case that settled early in the litigation, a multiplier of 5.3 is on the “high” side of reasonableness) (citing *Rawa*, 934 F.3d at 870)); *In re Charter Commc’ns, Inc., Sec. Litig.*, No. 4:02-cv-1186-CAS, 2005 WL 4045741, at *18 (E.D. Mo. Jun. 30, 2005) (finding 5.61 lodestar multiplier reasonable); *In re Syngenta AG MIR 162 Corn Litig.*, 2019 WL 1274813, at *5 (D. Kan. Mar. 20, 2019) (“a multiplier of 3 is well within the range allowed in other cases involving large settlements”). Thus,

under this Court's and the Eighth Circuit's standards, Plaintiffs' request of fees of one-third of the fund is reasonable.

II. THE COURT SHOULD APPROVE CLASS COUNSEL'S REQUEST FOR REIMBURSEMENT OF REASONABLY INCURRED EXPENSES.

"Reasonable costs and expenses incurred by an attorney who creates or preserves a common fund are reimbursed proportionately by those class members who benefit by the settlement." *Yarrington*, 697 F. Supp. 2d at 1067 (quoting *In re Media Vision Tech. Sec. Litig.*, 913 F. Supp. 1362, 1366 (N.D. Cal. 1996)). Under the Settlements, Class Counsel are entitled to recover their expenses. The costs and expenses through October 31, 2025, were reasonable and necessary in order to reach these Settlements. Dirks Decl. ¶¶ 47-48; *see also* Exhibits 2-6. The total costs associated with the Litigation through October 31, 2025, is \$17,430,490.48. Of this, \$17,198,877.73 was already awarded by the Court in conjunction with prior settlement approvals. As a result, Plaintiffs are requesting reimbursement of an additional \$231,612.75 that has not already been awarded.

The largest components of these costs is for experts, ESI document search and productions costs, mediations, and online research. *See Tussey*, 2019 WL 3859763, at *5 ("Reimbursable expenses include many litigation expenses beyond those narrowly defined 'costs' recoverable from an opposing party under Rule 54(d), and includes: expert fees; travel; long-distance and conference telephone; postage; delivery services; and computerized legal research.") (*citing* Alba Conte, 1 Attorney Fee Awards § 2:19 (3d ed.))). All of the expenses submitted were reasonable and necessary expenses in such a large litigation. The Court should thus approve Class Counsel's expense reimbursement request to the extent the costs have not been awarded under prior settlements.

CONCLUSION

Class Counsel respectfully request that the Court approve the requested fee of one-third of the Settlement Fund and reimbursement of current expenses that have not already been reimbursed in prior settlements.

Dated: December 1, 2025

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Attorneys for Plaintiffs and the Class

EXHIBIT 1

**IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION**

DON GIBSON, et al., on behalf of themselves and all
others similarly situated,

Plaintiffs,

v.

THE NATIONAL ASSOCIATION OF REALTORS, et
al.,

Defendants.

Case No. 4:23-cv-00788

JEREMY KEEL, et al., on behalf of themselves and all
others similarly situated,

Plaintiffs,

v.

CHARLES RUTENBERG REALTY, INC., et al.

Defendants.

Case No. 4:25-cv-00759-SRB

**DECLARATION OF ERIC L. DIRKS IN SUPPORT OF
CLASS COUNSEL’S MOTION FOR ATTORNEY’S FEES,
COSTS AND EXPENSES**

I, Eric L. Dirks, hereby declare as follows:

1. I am a partner at the law firm of Williams Dirks Dameron LLC in Kansas City, Missouri, and counsel for the Plaintiff and the Class in the *Burnett, Gibson, Keel, and Keel II* actions (together with *Umpa* and *Moehrl* “the litigation”). I submit this declaration in support of Plaintiffs’ Motion for Attorneys’ Fees, Expenses and Service Awards for the Settlements with the *Keel II* defendants and the five most recent *Gibson* Defendants for whom preliminary approval has been granted. The final approval hearing on both motions is scheduled for February 5, 2026. I make this statement of my own personal knowledge, and if called to testify, would testify

competently thereto.

2. The following is a brief description of my professional background. I am a founding partner of the law firm of Williams Dirks Dameron LLC, in Kansas City, Missouri where I focus my practice on complex litigation, including nationwide class actions. Before my involvement in this litigation, I acted as counsel on over four dozen class and collective actions, settled numerous class actions, tried a class action to verdict and through appeal in federal court, and successfully argued the issue of class certification before the Missouri Supreme Court. As the Court is aware, my firm and our co-counsel successfully navigated this case from its infancy to a \$1.785 billion jury verdict.

3. I am AV rated with Martindale Hubbell, have been selected as a Super Lawyers Top 50 in Kansas City and have been selected to Kansas City's Best of the Bar on multiple occasions. I have publicly spoken on numerous occasions on the topic of complex litigation, including class actions.

4. I have spent the majority of my time over the past five years working on the litigation and am intimately familiar with all aspects of the *Burnett, Gibson, Keel* and *Keel II* matters.

5. Based on my experience prosecuting the litigation and our research, the at least \$1,080,565,500 billion in Settlements obtained thus far collectively represent the largest known consumer class recovery in litigation involving the real estate brokerage industry.

6. The Settlements are more than a large financial recovery for the class. The practice change relief set out in the Settlements is a substantial victory for class members and, in my opinion, will ultimately result in cost savings for future home sellers.

7. Based on my experience in handling class action litigation for the past two decades,

I can say without a doubt that the Settlements constitute a fair, reasonable and adequate – and indeed excellent– result for the class.

8. Our firm and co-counsel filed *Burnett* in 2019, *Gibson* in 2023, and *Keel* and *Keel II* in 2025, and have collectively dedicated more resources to prosecuting the litigation than any other case in our firms’ history. Prior to *Moehrl* and *Burnett*, there had never been a public prosecution or private settlement involving the modern Mandatory Offer of Compensation Rule. In other words, the litigation is the first to obtain monetary or injunctive relief with respect to the modern Mandatory Offer of Compensation Rule. Throughout the litigation, Defendants took the position that their conduct was lawful and that the cases lacked merit.

9. To this day, the *Burnett* and *Moehrl* cases remain the only certified litigation classes of plaintiffs involving the Mandatory Offer of Compensation Rule to my knowledge. Our firm and co-counsel, along with class counsel in *Moehrl* (collectively “Class Counsel” or “co-counsel”), litigated the only cases involving the Mandatory Offer of Compensation Rule until other plaintiffs began filing similar cases once they had the opportunity to observe our successes in the litigation. As discussed in greater detail below, to achieve this result for the Settlement Class, we, along with our co-counsel, performed a massive amount of work—more than 124,880 hours through October 31, 2025—on a contingent basis, working for more than six years in the litigation. We also spent \$17,430,490.48 million in reasonable and necessary expenses through October 31, 2025.

10. After we reached Settlements with Anywhere and RE/MAX, we continued litigating against Keller Williams, HomeServices, and NAR through a trial in the *Burnett* matter. We have now reached settlements with all *Burnett* and *Moehrl* defendants.

11. But we did not stop there. We filed the *Gibson* case in 2023 and *Keel* and *Keel II* in 2025 to obtain additional monetary and injunctive relief for the class. We combined our

knowledge and experience from *Burnett* and *Moehrl* with research to identify additional companies that participated in the same anticompetitive agreement alleged in *Burnett* and *Moehrl*. We have now reached settlement with 22 *Gibson* defendants, all 9 *Keel* defendants, and all 4 *Keel II* defendants.

12. Based on my two decades of experience prosecuting and serving as class counsel in numerous class actions, I can say that this litigation was the most unique, hotly-contested and fraught with risk that I have experienced. Moreover, the result came after years of litigation.

13. All told, the various Defendants in the litigation were represented by no fewer than forty well-respected defense firms including: Cooley; Quinn Emanuel Urquhart Sullivan; Skadden Arps, Slate, Meagher & Flom; Paul, Weiss, Rifkind, Wharton & Garrison LLP; Jones Day; Gibson Dunn & Crutcher; Crowell & Moring LLP; Vinson & Elkins; Wilmer Cutler Pickering Hale & Dorr LLP; O'Melveny & Meyers LLP; Pillsbury Winthrop Shaw Pittman LLP; DLA Piper LLP; Arent Fox Schiff; Holland & Knight; Faegre Baker Daniels; Morgan Lewis & Bockius; Foley & Lardner; MacGill PC; Barnes & Thornburg; MoloLamken; Kasowitz, Benson, Torres; Polsinelli; Stinson; Shook Hardy and Bacon; Bryan Cave; Wagstaff & Cartmell; Brown & James; Lathrop GPM; Horn Aylward & Bandy; and Armstrong Teasdale.

14. In undertaking such a substantial commitment on behalf of the Settlement Class, we assumed tremendous risk because the claims were complex and expensive to prosecute. We defeated three sets of motions to dismiss, five motions to compel arbitration, two motions to strike class allegations, five motions for summary judgment, and four efforts to reverse decisions by this court through appeals, in addition to the current appeals to settlements in *Burnett* and *Gibson*. The Supreme Court also denied HomeServices' petition for *certiorari*. We also took and defended over 80 depositions in *Burnett* and over 100 depositions in *Moehrl*. In addition, the litigation involved

at least 20 different experts on liability and damages who submitted numerous reports and testified at dozens of depositions. The damages experts for both parties reviewed and analyzed huge data sets including millions of rows of data. Expert testimony addressed a broad array of subject matters.

15. We reviewed a document discovery universe that included more than 5 million pages of documents, identifying hundreds of key documents that were later introduced as deposition and trial exhibits. Both sides also served numerous third-party subpoenas to MLSs, real estate brokerages, and other third parties.

16. Our investment of labor and expenses substantially limited the other work my firm and my co-counsel's firms were able to take on during the last six years. We were opposed by a much larger defense team with nearly boundless resources. The over 124,880 hours of work we collectively performed through October 31, 2025, reflects this massive undertaking. Given the size and business model of our firms, that was a significant risk for us to take on a purely contingent basis.

17. There were certainly less risky cases we could have devoted those resources to, where liability, damages, or both were more certain, where expert witnesses and other case costs were cheaper, where payment would come faster, and where the claims followed parallel government prosecutions or other private litigation. We nonetheless dedicated our resources to these cases because we believed in the claims and were committed to representing the class.

18. We could have moved on to new cases after the *Burnett* and *Moehrl* cases, but instead we continued to work on behalf of the class to maximize the financial recovery and practice change relief in *Gibson*, *Keel*, and *Keel II*.

19. When we first brought the litigation, we faced considerable risk in establishing the defendants' liability, which required among other things establishing the existence of an

agreement, each defendant's participation in that agreement, and the anticompetitive consequences of that agreement for sellers and others.

20. Liability was also far from the only risk we faced. Defendants, including HomeServices and NAR, levied every conceivable challenge to class certification, expert testimony, and damages.

21. And the litigation has been unusually expensive to prosecute. This is due, in part, to the nature of litigating antitrust claims. But also that we were required engage experts to handle significant data processing and evaluation due to the large number of transactions involved.

22. Considering the time involved, expenses required, and level of legal complication, this litigation was, by far, the riskiest litigation my firm has ever prosecuted. Each day that the litigation progressed without settlement, we invested more time and money, and the risk compounded.

23. It was only following a jury trial that HomeServices and NAR seriously entertained settlements at the ranges we have been able to achieve.

24. The present Settlements were not reached until after years of litigation in *Burnett* and *Moehrl* and after arms-length and adversarial negotiations with these Settling Defendants.

25. In determining that the Settlements are in the best interest of the Class, Plaintiffs considered publicly available materials, their knowledge of the evidentiary record based on years of litigating the *Burnett*, *Moehrl*, and *Gibson* cases, and an evaluation of each Settling Defendant's ability to pay.

26. Each settlement was reached only after Class Counsel considered the defendant's ability to pay, including the impact that continued and expensive antitrust litigation would have on their respective financial positions and, therefore, the size and likelihood of any recovery for the

Class. In my opinion, the Settlements are fair, reasonable and adequate in light of the Settling Defendants' financial condition.

27. I also believe the Settlements are in the best interests of the Settlement Class given the risks and delay of further litigation. And due to the nature of joint and several liability, the Settlements do not constitute a maximum recovery for the class because Settlement Class Members were eligible to participate in any related existing settlements as well as future settlements. Thus, the Settlements obtained meaningful relief for the classes with the opportunity for additional recovery from other defendants.

28. My firm's work on this litigation was performed on a wholly-contingent basis pursuant to contingency fee contracts with the Named Plaintiffs. Each of these contracts with Named Plaintiffs called for a contingency fee of 35%—higher than the amount requested from the common fund. My firm has not received any amounts in connection with this litigation, either as fee income, litigation funding, or expense reimbursement outside of any fees awarded by this Court.

29. The time we have spent on this litigation over the last six years has substantially limited our ability to take on other, potentially profitable work. Because my office is relatively small, any time I spend on this litigation necessarily reduces the time I have available to work on other matters. I have personally declined to work on numerous promising cases due to my commitments in prosecuting this litigation.

30. My firm kept contemporaneous track of the time spent on the litigation, which includes time in *Burnett, Gibson, Keel* and *Keel II*.

31. After an exercise of billing judgment, our firm has expended 11,532.5 hours of work in connection with the litigation through October 31, 2025, and many more since then.

Many of our hours in this litigation were not recorded due to the contingent nature of our Plaintiffs' practice. For example, I rarely record the time I spend on phone calls or on emails, yet over the course of this litigation I have made and received thousands of calls and emails. But we do regularly record contemporaneous daily time records in our computerized database, which occurred in this case and is reported below.

32. My firm's lodestar through October 31, 2025, in the litigation is:

TIMEKEEPER	POSITION	HOURS	RATE	TOTAL
Allen, Alexis	Associate	49.2	\$600	\$29,520.00
Cheung, Katia	Associate	2,139.6	\$600	\$1,283,760.00
Dameron, Matthew	Partner	1,284.5	\$1,250	\$1,605,625.00
Dirks, Eric	Partner	5,438.9	\$1,250	\$6,798,625.00
Flores, Carlos	Paralegal	126.80	\$300	\$38,040.00
Graham, Katie	Paralegal	24.9	\$300	\$7,470.00
Mann, Clinton	Associate	147.70	\$600	\$88,620.00
Stout, Courtney	Associate	2,204.8	\$600	\$1,322,880.00
Strickland, Brittni	Paralegal	90.70	\$300	\$27,210.00
Terrebonne, Claire	Senior Attorney	8.1	\$900	\$7,290.00
Williams, Michael	Partner	15.5	\$1,250	\$19,375.00
Wren, Jesse	Paralegal	1.8	\$300	\$540.00
	TOTAL HOURS	11,532.50	TOTAL	\$11,228,955.00

33. These rates are consistent with recent lodestar crosschecks in complex litigation in the Kansas City area. Indeed, this Court over a year ago found these same rates to be reasonable. *See Burnett v. Nat'l Ass'n of Realtors*, No. 4:19-CV-00332-SRB, 2024 WL 2842222, at *17 (W.D. Mo. May 9, 2024) (finding counsels' submitted rates reasonable). *See also Rogowski v. State Farm Life Ins. Co.*, No. 22-CV-203, 2023 WL 5125113, at *5 n.8 (W.D. Mo. Apr. 18, 2023) (performing lodestar crosscheck on rates of \$1,125 for senior partners, \$775-\$950 for junior partners, \$475-\$700 for associates, and \$275-\$340 for paralegals); *In re T-Mobile Customer Data Security Breach Litigation*, No. 21-MD-3019 (W.D. Mo. June 29, 2023), ECF No. 235 at 37–38 (rejecting need to perform lodestar crosscheck but nonetheless finding the following rates reasonable, senior partners \$1,000-\$1,275, junior partners \$825-\$950, and associates \$475-\$650).

34. Our work in class action litigation was also crosschecked over three years ago by this Court in *Hays v. Nissan N. Am. Inc.*, No. 17-CV-353 (W.D. Mo. Sept. 30, 2022), ECF No. 138 at 3 (\$900 - \$1,125 for partners, \$695 for associates, \$340 for paralegals).

35. A court within the Eighth Circuit two years ago approved a class action fee petition noting the “median standard billing rate for equity partners of \$1,463 per hour, as reflected by a nationwide survey of the top 50 law firms nationwide.” *PHT Holdings II, LLC v. N. Am. Co. Life and Health Ins.*, No. 18-CV-368, 2023 WL 8522980, at *7 (S.D. Iowa Nov. 30, 2023). The court recognized the overall lodestar crosscheck rates were below this average in finding the lodestar crosscheck to result in a reasonable fee. *Id.* at 7–8. The court also observed that, where, as here, prosecuting the case requires particularized legal specialization, courts may consider a national billing rate. *Id.* at 7; *see also In re Auto Parts Antitrust Litig.*, No. 12-md-2311, 2018 WL 7108072, at *3 (E.D. Mich. Nov. 5, 2018) (“In national markets, partners routinely charge between \$1,200 and \$1,300 an hour, with top rates at several large law firms exceeding \$1,400. In specialties such as antitrust and high-stakes litigation and appeals, for lawyers at the very top of those fields, hourly rates can hit \$1,800 or even \$1,950.” (cleaned up)); *see also Spano v. Boeing Co.*, No. 06-CV-743, 2016 WL 3791123, at *3 (S.D. Ill. Mar. 31, 2016) (using similar rates).

36. The PWC 2024 Billing Rate Survey conducted by PWC reveals that the average rate for top firms continues to rise with AMLAW 50 equity partner rates averaging over \$1,500 per hour. *See 2024 Billing Rate & Associate Salary Survey (BRASS) Initial Release*, PWC, <https://www.pwc.com/us/en/law-firms/surveys/assets/brass24ir/2024-brass-ir-brochure.pdf>. And it is reported that firms raised those rates by double digits in 2025. *See As Am Law 50 Firms Raise Billing Rates by Double Digits, Partner Profits Soar*, ALM | LAW.COM, <https://www.law.com/americanlawyer/2025/08/26/as-am-law-50-firms-raise-billing-rates-by->

double-digits-partner-profits-soar/?slreturn=20251110093940.

37. Four of the firms representing Defendants here are in the AMLAW top 10, and nine of the firms representing Defendants are in the AMLAW Top 25. *See Law Firms*, ALM | LAW.COM, <https://www.law.com/law-firms/>.

38. This litigation not only required Class Counsel with specialized knowledge of class action antitrust law, it was also the product of national litigation in multiple venues with attorneys from all over the country.

39. The antitrust claims at issue here also involved complicated legal issues and was uniquely expensive to prosecute. *Burnett* went to trial, with *Moehrl* scheduled to be tried by the end of 2024. Finally, this litigation occurred during the recent inflationary conditions which have had an impact on law practices – including the rising cost of retaining staff.

40. Additional time and expenses have been and will be incurred for work that we will perform on the settlements and even after final approval of the settlements.

41. The lodestar summary reflects Williams Dirks Dameron LLC's extensive experience in the field, the complexity of the matters involved in this litigation, and the prevailing rate for providing such services.

42. The firms' combined reported lodestar through October 31, 2025, is **\$109,928,678.34**. This is an increase of \$8,387,771.00 since our last fee submission in March of 2025. This total lodestar also includes the lodestar of additional counsel in *Keel II*– which have not submitted all their time until now.

43. Through October 31, 2025, Williams Dirks Dameron has advanced a total of \$1,064,032.85 in out-of-pocket expenses reasonably and necessarily incurred in connection with the prosecution of this matter. These expenses are reflected in the books and records regularly

kept and maintained by my firm. It is my opinion that the Settlements would not have been possible absent these expenses. Although there were multiple defendants in the litigation, due to the joint and several liability nature of the litigation, the time and expenses in furtherance of the litigation against one defendant applied to the time and expenses against another defendant.

44. My firm's reasonable expenses in the litigation through October 31, 2025, are as follows:

ACTIVITY	TOTAL COST
Copy & Print	\$8,749.35
Court Fees	\$2,712.00
Depositions	\$18,687.95
Document Storage, Production & ESI	\$68,412.80
Experts & Consultants	\$904,125.12
Mediation	\$12,760.60
Postage	\$43.38
Process Service	\$3,416.05
Records & Transcripts	\$176.70
Research	\$15,613.12
Travel & Meals	\$29,335.78
TOTAL	\$1,064,032.85

45. This total constitutes \$8,667.70 in expenses since March of 2025, beyond what I reported in connection with the previous rounds of settlements.

46. Plaintiffs previously submitted expenses totaling \$17,198,877.73 through February 28, 2025. The Court previously awarded payment of these expenses. *Gibson Docs. 530, 769; Keel Doc. 56.*

47. Plaintiffs' total expenses in the litigation through October 31, 2025, is **\$17,430,490.48** which constitutes an additional \$231,612.75 from our last submission.

48. These expenses were necessary because the litigation required a large number of depositions due to the numerous fact and expert witnesses. Experts were critical because they are typically necessary in antitrust cases. Document storage was required due to the large volume of

documents produced. Class notice administration was required under Rule 23. Legal research was required given the innumerable legal disputes and briefs. When feasible and in the best interests of the class, the *Moehrl*, *Burnett*, *Gibson*, *Umpa*, *Keel*, and *Keel II* plaintiffs coordinated in order to reduce expenses. For example, we shared document repositories and coordinated numerous depositions to occur on the same day. All of the expenses submitted were reasonable expenses in such a large litigation.

I declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that the foregoing is true and correct.

Executed this 1st Day of December 2025.



Eric L. Dirks

EXHIBIT 2

**IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION**

DON GIBSON, et al., on behalf of
themselves and all others similarly situated,

Plaintiffs,

v.

NATIONAL ASSOCIATION OF
REALTORS, et al.,

Defendants.

Case No. 4:23-cv-00788-SRB
[Consolidated with 4:23-cv-00945-SRB]

JEREMY KEEL, et al., on behalf of themselves
and all others similarly situated,

Plaintiffs,

v.

CHARLES RUTENBERG REALTY, INC.,
et al.

Defendants.

Case No. 4:25-cv-00759-SRB

**DECLARATION OF MICHAEL S. KETCHMARK
IN SUPPORT OF CLASS COUNSEL'S MOTION
FOR ATTORNEYS' FEES, COSTS, EXPENSES AND SERVICE AWARDS**

I, Michael S. Ketchmark, hereby declare as follows:

1. I am a partner at Ketchmark & McCreight, P.C. in Kansas City, Missouri, and counsel for the Plaintiffs and the Class in the *Burnett* action. I submit this declaration in support of Plaintiffs' Motion for Attorneys' Fees, Expenses and Service Awards. I make this statement of my own personal knowledge, and if called to testify, would testify competently thereto.

2. In my previous declarations, I described the role my firm has played in this litigation, my professional background and the background of the principal attorneys working on this matter, and explained the calculation of our firm's attorneys' fees.

3. In my March 25, 2025 declaration, my firm reported \$27,312,485 in lodestar in the *Burnett* and related actions.

4. Since then, my firm has continued to work on the *Burnett*, *Gibson*, and *Umpa* matters. Among other things, my firm has worked on post-trial briefing and motions, appellate briefing, the approval process, pleadings and discovery, and participated in settlement discussions and mediations with numerous defendants.

5. The attached Schedule 1 reports the time spent by our firm's personnel in all actions and updated through October 31, 2025. The total for this Schedule is \$29,793,480.

6. In my March 25 declaration, my firm reported \$6,211,716.86 in unreimbursed litigation expenses in the *Burnett* and related actions.

7. The attached Schedule 2 reports our firm's unreimbursed litigation expenses in all actions and updated through October 31, 2025. The total for this Schedule is \$6,246,786.58.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 14th day of November, 2025, at Leawood, Kansas.

 /s/ SAM

MICHAEL S. KETCHMARK

SCHEDULE 1

TIMEKEEPER	POSITION	HOURS	RATE	TOTAL
Michael Ketchmark	Partner	8,055.8	\$1,450	\$11,680,910.00
Scott McCreight	Partner	9,126.2	\$1,350	\$12,320,370.00
Ben Fadler	Partner	2,328.8	\$1,250	\$2,911,000.00
Steven Ketchmark	Associate	1,189.0	\$600	\$713,400.00
Dana Hotchkiss	Paralegal	3,808.0	\$300	\$1,142,400.00
Megan Patrick	Paralegal	3,418.0	\$300	\$1,025,400.00
	TOTAL HOURS	27,925.8	TOTAL	\$29,793,480.00

SCHEDULE 2

ACTIVITY	TOTAL COST
Class Certification Notice	\$257,561.62
Common Litigation	\$200,000.00
Copy & Print	\$189,618.23
Court Fees	\$403.00
Document Storage, Production & ESI	\$327,022.53
Depositions	\$385,413.26
Experts & Consultants	\$4,261,349.97
Mediation	\$96,877.18
Miscellaneous	\$766.10
Postage	\$11,432.78
Process Service	\$1,138.14
Records & Transcripts	\$138,956.90
Research	\$27,393.87
Travel & Meals	\$307,978.76
Trial	\$40,874.24
TOTAL	\$6,246,786.58

EXHIBIT 3

**IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION**

DON GIBSON, LAUREN CRISS, JOHN
MEINERS, and DANIEL UMPA, on behalf of
themselves and all others similarly situated,

Plaintiffs,

v.

THE NATIONAL ASSOCIATION OF
REALTORS, et al.,

Defendants.

Civil Action No. 4:23-cv-00788-SRB

[Consolidated with 4:23-cv-00945-SRB]

Hon. Stephen R. Bough

JEREMY KEEL, JEROD BREIT, HOLLEE
ELLIS, FRANCES HARVEY, RHONDA
BURNETT, DON GIBSON, LAUREN CRISS,
JOHN MEINERS, DANIEL UMPA,
CHRISTOPHER MOEHL, MICHAEL COLE,
STEVE DARNELL, JACK RAMEY, and JANE
RUH, individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

CHARLES RUTENBERG REALTY, INC., et al.

Defendants.

Case No. 4:25-cv-00759-SRB

**DECLARATION OF BRANDON J.B. BOULWARE IN SUPPORT OF
CLASS COUNSEL'S MOTION FOR ATTORNEY'S FEES,
COSTS, EXPENSES AND SERVICE AWARDS**

I, Brandon J.B. Boulware, state under oath, as follows:

1. I am a partner at Boulware Law LLC. I am admitted to this Court and am one of the attorneys for Plaintiffs and the Class. I submit this declaration in support of Plaintiffs'

Motion for Attorneys' Fees, Expenses, and Service Awards. I make this statement of my own personal knowledge, and if called to testify, would testify competently thereto.¹

2. The following is a brief description of my professional background and the background of my firm. I am the founding partner of Boulware Law LLC where I focus my practice on complex litigation with an emphasis on antitrust litigation. Before my involvement in this case, I previously served as counsel for large corporate direct-action plaintiffs in antitrust matters involving polyurethane foam, containerboard, and rail freight surcharge. My law partner, Jeremy Suhr, and I have also worked as lead defense counsel in multiple antitrust class action matters throughout the country for corporate and individual clients, including MDL class actions. Beyond our antitrust practice, we have significant experience prosecuting and defending—and successfully trying before juries—other complex matters in Missouri, Kansas, and other states. Short biographies of Boulware Law attorneys (Brandon Boulware, Jeremy Suhr, and Kevin Thomson) can be found at www.boulware-law.com.

3. Boulware Law was appointed as Lead Class Counsel, along with Williams Dirks Dameron LLC, Ketchmark & McCreight, P.C., Cohen Milstein Sellers & Toll PLLC, Hagens Berman Sobol Shapiro LLP, and Susman Godfrey L.L.P. on behalf of the Class in the above-captioned case.

4. Our firm was also appointed as Lead Class Counsel, along with Williams Dirks Dameron LLC and Ketchmark & McCreight, P.C. in *Burnett, et al. v. The National Association of Realtors, et al.*, case number 4:19-cv-00332-SRB. The *Burnett* case challenged a system that at its core had been in existence for decades, and previous challenges to the system had

¹ I have reviewed the declarations of co-counsel and adopt—but do not repeat here—their statements.

been unsuccessful. We developed and prosecuted this case based on the central premise that Defendants' anticompetitive conspiracy has resulted in home sellers in Missouri-based markets (and, indeed, across the country) paying supra-competitive real estate broker commissions. The harm caused is in the billions of dollars, as we established at trial.

5. In *Burnett*, my firm, along with co-counsel, filed the original Class Action Complaint in April 2019. Our firm has been involved in every aspect of the litigation over the last six+ years, including but not limited to:

- researching the initial theory;
- drafting the original Class Action Complaint;
- briefing early-stage pretrial motions (including multiple attempts by Defendants to transfer, stay, and dismiss the case);
- negotiating ESI discovery;
- drafting written discovery;
- briefing and arguing discovery disputes;
- reviewing and coding millions of pages of documents produced by Defendants and third parties;
- working with class and merits expert witnesses;
- traveling to and taking in-person depositions across the country;
- traveling to and taking in-person depositions of experts across the country;
- preparing for and defending depositions of plaintiffs;
- preparing for and defending depositions of expert witnesses;
- researching and briefing arguments before the Eighth Circuit Court of Appeals;
- researching and briefing class certification;

- researching and briefing dispositive motions;
- researching and briefing pre-trial motions;
- preparing for trial (including multiple mock jury exercises);
- attending and participating in pretrial hearings;
- participating in the trial of the case; and
- participating in formal and informal mediation sessions with various defendants.

6. Following a verdict of nearly \$1.8B in the *Burnett* case on October 31, 2023, our firm, along with co-counsel, filed a Class Action Complaint in the *Gibson* matter. Our firm is involved in every aspect of the litigation in the *Gibson* case, including but not limited to court hearings, discovery, briefing dispositive motions, and participating in formal mediation and settlement negotiations.

7. Boulware Law is a small firm—three attorneys and one paralegal. That means this case was an “all-in” lawsuit for the firm. Each of us at Boulware Law have worked tirelessly—late nights and weekends included—for our clients. By dedicating our limited resources to this litigation, we risked much. We did so because we believed in the merits of the litigation and recognized that if we did not stand up for home sellers here, Defendants’ anticompetitive scheme would continue. And though we have reached sizable settlements with several Defendants, our firm has not yet been compensated for its work.

8. Counsel for the Plaintiffs have expended significant time and resources to achieve the settlements for the class. After an exercise of billing judgment, Boulware Law attorneys and staff expended 17,181.9 hours pursuing these claims in *Burnett*, *Gibson*, *Keel(I)*, and *Keel(II)* from inception through October 31, 2025, and the total lodestar for our firm is \$15,563,940.00. We devoted our time to this litigation even when we could have worked on

other cases with far less risk. A total summary of the hours and lodestar for our firm is attached hereto as **Exhibit A**.

9. Throughout the litigation, we worked to maximize efficiency and minimize unnecessary or duplicative billing. All firms who have performed work on behalf of the Plaintiffs have been instructed by Co-Lead Counsel to keep detailed time and expense records, including what time would be considered for reimbursement.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 3rd day of November 2025, at Kansas City, Missouri.

/s/ Brandon J.B. Boulware
BRANDON J.B. BOULWARE

EXHIBIT A

Plaintiffs' Lodestar through October 31, 2025
Boulware Law LLC

TIMEKEEPER	POSTITION	HOURS	RATE	TOTAL
Brandon Boulware	Attorney	6,102.4	\$1,250	\$7,628,000.00
Jeremy Suhr	Attorney	4,166.0	\$1,100	\$4,582,600.00
Erin Lawrence	Attorney	2,211.7	\$850	\$1,879,945.00
Andrew Ascher	Attorney	177.2	\$600	\$106,320.00
Kevin Thomson	Attorney	59.2	\$600	\$35,520.00
Kim Donnelly	Paralegal	4,422.7	\$300	\$1,326,810.00
Catherine Henne	Law Clerk	19.0	\$125	\$2,375.00
Emma Friedman	Summer Clerk	23.7	\$100	\$2,370.00
	TOTAL HOURS	17,181.9	TOTAL	\$15,563,940.00

EXHIBIT 4

**IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION**

DON GIBSON, LAUREN CRISS, JOHN
MEINERS, and DANIEL UMPA, on behalf of
themselves and all others similarly situated,

Plaintiffs,

v.

THE NATIONAL ASSOCIATION OF
REALTORS, et al.,

Defendants.

Civil Action No. 4:23-cv-00788-SRB

[Consolidated with 4:23-cv-00945-SRB]

Hon. Stephen R. Bough

JURY TRIAL DEMANDED

JEREMY KEEL, JEROD BREIT, HOLLEE
ELLIS, FRANCES HARVEY, RHONDA
BURNETT, DON GIBSON, LAUREN CRISS,
JOHN MEINERS, DANIEL UMPA,
CHRISTOPHER MOEHRL, MICHAEL COLE,
STEVE DARNELL, JACK RAMEY, and JANE
RUH, individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

CHARLES RUTENBERG REALTY, INC.,
TIERRA ANTIGUA REALTY, LLC, WEST
USA REALTY, INC., MY HOME GROUP
REAL ESTATE, LLC,

Defendants.

Case No. 4:25-cv-00759-SRB

**DECLARATION OF STEVE W. BERMAN ON BEHALF OF HAGENS BERMAN
IN SUPPORT OF CLASS COUNSEL'S MOTION
FOR ATTORNEY'S FEES, COSTS, EXPENSES AND SERVICE AWARDS**

I, Steve W. Berman, state under oath, as follows:

1. I am the managing partner at Hagens Berman Sobol Shapiro LLP. I am admitted to this Court *pro hac vice* and am one of the attorneys for Plaintiffs in the *Moehrl, Gibson, Umpa, and Keel* actions, and for the settlement classes in *Burnett*. I submit this declaration in support of Class Counsel's motion for attorney's fees, costs, expenses, and service awards. I have full knowledge of the matters stated herein and would testify to these facts if called upon.

2. In my February 29, 2024 declaration in *Burnett v. National Association of Realtors*, W.D. Mo. 19-CV-00332-SRB (*see Burnett* Doc. 1392-4), I described generally the work that the *Moehrl* Plaintiff firms have done, the specific work that my firm has done in the litigation, the background of the attorneys working on this matter at my firm, and the process by which my firm tracks attorney time. I also described the process by which the *Moehrl* Plaintiffs developed the case theory and litigated the case. That work has been essential to the results of the *Moehrl* action, as well as the *Burnett, Gibson, Umpa, and Keel* actions.

3. In my March 18, 2025 declaration, my firm reported \$15,589,310 lodestar total in the *Moehrl, Burnett, Gibson, Umpa, and Keel* matters. *Moehrl*, Since then, my firm has continued to work on those matters. My firm has engaged in work related to settlement administration and appeals in the *Burnett* and *Moehrl* matters, as well as ongoing litigation of the *Gibson, Umpa, and Keel* matters. We have further engaged in settlement discussions and mediations with certain Defendants in the *Gibson, Umpa, and Keel* matters, where we have achieved settlements with several defendants, prepared motions for Court approval of settlements and class notice, and worked with the settlement administrator to provide class notice. My firm has also actively

supervised the review and production of Plaintiff documents in the *Gibson* matters. My firm's updated total lodestar through October 31, 2025 is \$17,531,535.00.

4. In my February 29, 2024, declaration, I described the general process by which my firm maintains a common fund to pay certain large expenses in the *Moehrl and Burnett* litigation. And in my August 20, 2024, declaration in *Gibson v National Association of Realtors*, W.D. Mo. 23-CV-00788-SRB (*see Gibson* Doc. 399-4), I described the general process by which my firm maintains a common fund to pay certain large expenses in the *Gibson* and *Umpa* litigation. In my March 18, 2025 declaration I reported that there had been a total of \$6,384,714.60 of expenses incurred against the litigation funds (in addition to the \$2,996,807.55 for the litigation class notice costs in *Moehrl*) for *Moehrl, Burnett, Gibson, Umpa, and Keel*. Since then, there have continued to be litigation expenses that have been paid out of the common fund. Through November 19, 2025, a total of \$6,597,697.83 has been incurred against the litigation funds maintained in these actions.

5. In my March 18, 2025 declaration I reported that Hagens Berman had incurred \$75,362.16 of unreimbursed expenses that it paid directly through February 28, 2025. Since then, my firm has paid an additional \$4,045.15 in unreimbursed expenses. A detailed breakdown of all litigation expenses paid by Hagens Berman to date, separate from the litigation funds, is set forth below.

CATEGORY	AMOUNT
Court Fees/Filing Fees	\$1,850.00
Online Services/Legal Research (LexisNexis/Westlaw/PACER)	\$20,560.90
Messenger/Process Service	\$2,995.20

Mediation Fees	\$17,500.00
Outside Copy Service	\$1,524.00
In-House Copying/Printing (\$0.25/per page)	\$17,252.50
Overnight Shipping	\$4,394.35
Airfare	\$8,179.30
Hotels	\$3,211.37
Meals	\$380.36
Ground Transportation/Parking	\$1,559.33
	\$79,407.31

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 20th day of November, 2025, at Seattle, Washington.

/s/ Steve W. Berman
Steve W. Berman

EXHIBIT 5

**IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION**

DON GIBSON, LAUREN CRISS, JOHN
MEINERS, and DANIEL UMPA, on behalf of
themselves and all others similarly situated,

Plaintiffs,

v.

THE NATIONAL ASSOCIATION OF
REALTORS, et al.,

Defendants.

Civil Action No. 4:23-cv-00788-SRB

[Consolidated with 4:23-cv-00945-SRB]

Hon. Stephen R. Bough

JURY TRIAL DEMANDED

JEREMY KEEL, *et al*, individually and on behalf
of all others similarly situated,

Plaintiffs,

v.

CHARLES RUTENBERG REALTY, INC.,
TIERRA ANTIGUA REALTY, LLC, WEST
USA REALTY, INC., MY HOME GROUP
REAL ESTATE, LLC,

Defendants.

Case No. 4:25-cv-000759-SRB

**DECLARATION OF MARC M. SELTZER ON BEHALF OF SUSMAN GODFREY
L.L.P. IN SUPPORT OF CLASS COUNSEL'S MOTION FOR ATTORNEY'S FEES,
COSTS, EXPENSES AND SERVICE AWARDS**

I, Marc M. Seltzer, state under oath, as follows:

1. I am a partner at Susman Godfrey L.L.P. I am one of the attorneys for the *Moehrl, Gibson, Umpa*, and *Keel* Plaintiffs. I submit this declaration in support of Class Counsel's motion for attorney's fees, costs, expenses, and service awards. I have full knowledge of the matters stated herein and would testify to these facts if called upon.

2. In my previous declarations, *see Sitzler* ECF Nos. 1392-5, 1535-6, I described the role my firm has played in this litigation, my professional background and the background of the principal attorneys working on this matter, and explained the calculation of our firm's attorneys' fees. That work has been essential to the results of the *Moehrl* action, and the settlements achieved in the *Burnett*, *Gibson*, *Umpa*, and *Keel* matters.

3. In my March 26, 2025 declaration, my firm reported \$12,430,972.50 in lodestar in the *Moehrl*, *Burnett*, *Gibson*, *Umpa*, and *Keel* matters. *See* ECF No 702.

4. Since then, my firm has continued to work on the *Moehrl*, *Burnett*, *Gibson*, *Umpa*, and *Keel* matters. Among other things, my firm has drafted pleadings, negotiated discovery, and participated in settlement discussions and mediations with numerous defendants.

5. My firm's total lodestar in all actions from March 1, 2025, through October 31, 2025, is \$572,863.

TIMEKEEPER	POSTITION	HOURS	RATE	TOTAL
Berry, Matthew R.	Partner	77.5	\$1,300	\$100,750
Seltzer, Marc M.	Partner	77.6	\$2,500	\$194,000
Franklin, Beatrice	Partner	115.7	\$975	\$112,807
Aiken, Alex	Associate	108.2	\$900	\$97,380
Daniel Garcia	Staff Attorney	107.4	\$625	\$67,125
Dolan, John F.	Paralegal	2	\$400	\$800
	TOTAL HOURS	488.4	TOTAL	\$572,863

6. All hourly rates are my firm's usual and customary rates for this and other similar matters, including the rates charged to hourly clients, as of October 31, 2025. These rates are consistent with the rates charged by peer firms litigating similarly complex matters. A June 2024 survey of AmLaw 50 law firms performed by PwC Product Sales illustrated that the median

standard billing rate for equity partners was \$1,595 and for associates was \$1,032. Bankruptcy fee application and other court filings reflect that partners—and even associates—from firms like Sullivan & Cromwell; Skadden; Weil, Gotshal & Manges; Latham & Watkins; Quinn Emanuel Urquhart & Sullivan; and Davis Polk charge \$1500-\$3000 per hour for attorneys based in offices around the country. *See, e.g., Wall Street Journal*, “Rock-Star Law Firms Are Billing Up to \$2,500 per Hour. Clients Are Indignant” (Oct. 4, 2024); *American Lawyer*, “Top Big Law Partners Are Earning More Than \$2,400 Per Hour, as Rates Continue to Climb” (Jan. 10, 2024); *American Lawyer*, “As Billing Rates Skyrocket, Historic Fee Leaders Find Company at \$2,000 Per Hour” (July 28, 2022); *ABA Journal*, “This law firm bills as much as \$3,000 per hour” (February 26, 2025).

7. Combined with the lodestar reported in my March 26, 2025 declaration, my firm’s total lodestar through October 31, 2025, is \$13,003,835.50.

8. In my March 26, 2025 declaration, my firm reported \$115,498.72 in unreimbursed litigation expenses in the *Moehrl*, *Burnett*, *Gibson*, *Umpa*, and *Keel* matters. Since that time, in addition to all of my firm’s prior and current litigation fund contributions, my firm has incurred additional litigation expenses.

9. My firm’s total unreimbursed litigation expenses in all actions and updated through October 31, 2025, is \$129,512.69.

ACTIVITY	TOTAL COST
Articles, Books & Reports	\$332.97
Air Travel	\$11,712.34
Color Prints	\$2,411.00
Deposition Expenses	\$1,651.60
Expert Fees	\$51,747.62

Filing Fees	\$840.00
Ground Transportation (Taxis, car service)	\$2,874.17
Messenger/Delivery Services	\$713.79
Telephone & Calling Card Expenses	\$12.66
Hotels (Travel)	\$8,863.09
Meals	\$2,625.48
Mileage (Travel)	\$34.80
Miscellaneous Client Charges	\$1,680.00
Outside Computerized Document Charges	\$250.00
Outside Photocopy Services	\$12,873.71
Online Research Services	\$159.00
Process Server Fee	\$37.00
Court Document Alerts	\$702.70
Parking	\$336.00
In-House Postage Charges	\$13.05
B/W Prints	\$1,739.30
Research charges	\$13,311.27
Secretarial Overtime	\$834.40
Travel Expenses	\$12.00
Trial Transcripts	\$230.80
TOTAL	\$129,512.69

10. These expenses are the types of reasonable litigation expense customarily incurred by my firm. The litigation expenses incurred in prosecuting this case are reflected in the books and records of my firm. These books and records are prepared from expense vouchers and check records and are an accurate record of the expenses incurred.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 26th day of November, 2025, at Los Angeles, California.

/s/ Marc Seltzer
MARC M. SELTZER

EXHIBIT 6

**IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION**

DON GIBSON, LAUREN CRISS, JOHN
MEINERS, and DANIEL UMPA, on behalf of
themselves and all others similarly situated,

Plaintiffs,

v.

THE NATIONAL ASSOCIATION OF
REALTORS, et al.,

Defendants.

Civil Action No. 4:23-cv-00788-SRB

[Consolidated with 4:23-cv-00945-SRB]

Hon. Stephen R. Bough

JURY TRIAL DEMANDED

JEREMY KEEL, *et al*, individually and on behalf
of all others similarly situated,

Plaintiffs,

v.

CHARLES RUTENBERG REALTY, INC.,
TIERRA ANTIGUA REALTY, LLC, WEST
USA REALTY, INC., MY HOME GROUP
REAL ESTATE, LLC,

Defendants.

Case No. 4:25-cv-000759-SRB

**DECLARATION OF ROBERT A. BRAUN ON BEHALF OF COHEN MILSTEIN
SELLERS & TOLL, PLLC IN SUPPORT OF CLASS COUNSEL’S MOTION FOR
ATTORNEY’S FEES, COSTS, EXPENSES AND SERVICE AWARDS**

I, Robert A. Braun, state under oath, as follows:

1. I am a partner at Cohen Milstein Sellers & Toll, PLLC. I am one of the attorneys for the *Moehrl, Gibson, Umpa*, and *Keel* Plaintiffs. I submit this declaration in support of Class Counsel’s motion for attorney’s fees, costs, expenses, and service awards. I have full knowledge of the matters stated herein and would testify to these facts if called upon.

2. In my February 29, 2024 declaration, *see Burnett v. NAR*, 4:19-cv-00332 (W.D. Mo.), ECF No. 1392-6, I described the role my firm has played in the real estate commission litigation, my professional background and the background of the principal attorneys working on this matter, and explained the calculation of our firm's attorneys' fees. That work has been essential to the results of the *Moehrl* action, and the settlements achieved in the *Burnett*, *Gibson*, *Umpa*, and *Keel* matters.

3. In my March 18, 2025 declaration, my firm reported \$13,861,825.00 in total lodestar across the *Moehrl*, *Burnett*, *Gibson*, *Umpa*, and *Keel* matters. *See* ECF No 702-6.

4. Since then, my firm has continued to work on the *Moehrl*, *Burnett*, *Gibson*, *Umpa*, and *Keel* matters. Among other things, my firm has drafted pleadings, negotiated discovery, and participated in settlement discussions and mediations with numerous defendants.

5. My firm's total lodestar in all actions from March 1, 2025, through October 31, 2025, is \$823,661.25. All hourly rates are my firm's usual and customary rates for this and other similar matters, including the rates charged to hourly clients, as of October 31, 2025.

TIMEKEEPER	POSTITION	HOURS	RATE	TOTAL
Brown, Benjamin D.	Partner	76.5	\$1295	\$99,067.50
Braun, Robert	Partner	252.75	\$980	\$247,695.00
Merold, Sabrina	Associate	399.5	\$700	\$279,650.00
Haug, Nina	Associate	41.0	\$675	\$27,675.00
Ciampi, Joshua	Staff Attorney	310.0	\$500	\$155,000.00
Guzman, Anna	Paralegal	16.5	\$380	\$6,270.00
Monsivais, Kailey	Paralegal	15.25	\$395	\$6,023.75
Holzer, Gabriela	Paralegal	6.0	\$380	\$2,280.00
	TOTAL HOURS	1117.5	TOTAL	\$823,661.25

6. Combined with the lodestar reported in my March 18, 2025 declaration, my firm's total lodestar through October 31, 2025, is \$14,685,486.25.

7. In my March 18, 2025 declaration, my firm reported \$174,886.50 in unreimbursed litigation expenses in the *Moehrl, Burnett, Gibson, Umpa, and Keel* matters. Since that time, in addition to all of my firm's prior and current litigation fund contributions, Cohen Milstein has expended through October 31, 2025 an additional \$6,297.25 in unreimbursed litigation expenses in all actions. In total, my firm has expenses of \$181,183.75 in the actions, apart from the contributions it has made to the litigation funds.

8. My firm's total litigation expenses in all actions and updated through October 31, 2025 are itemized as follows:

ACTIVITY	TOTAL COST
Copy & Print	\$160.70
Court Fees	\$2,280.00
Document Storage, Production & ESI	\$0.00
Depositions	\$40,928.26
Experts & Consultants	\$488.00
Mediation	\$0.00
Miscellaneous	\$2,274.53
Postage	\$1,277.24
Process Service	\$7,759.50
Records & Transcripts	\$992.05
Research	\$74,779.91
Travel & Meals	\$50,243.56
TOTAL	\$181,183.75

9. These expenses are the types of reasonable litigation expense customarily incurred by my firm. The litigation expenses incurred in prosecuting this case are reflected in the books and records of my firm. These books and records are prepared from expense vouchers and check records and are an accurate record of the expenses incurred.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 21st day of November, 2025, in Washington, D.C.

/s/ 

ROBERT A. BRAUN

EXHIBIT 7

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION**

JEREMY KEEL, JEROD BREIT,
HOLLEE ELLIS, FRANCES HARVEY,
RHONDA BURNETT, DON GIBSON,
LAUREN CRISS, JOHN MEINERS,
DANIEL UMPA, CHRISTOPHER
MOEHRL, MICHAEL COLE, STEVE
DARNELL, JACK RAMEY, and
JANE RUH, individually and on behalf
of all others similarly situated, Plaintiffs,

v.

CHARLES RUTENBERG REALTY, INC., et
al.,

Defendants.

Civil Action No. 4:25-cv-00759-SRB

**DECLARATION OF DANIEL C. HEDLUND ON BEHALF OF GUSTAFSON GLUEK
PLLC IN SUPPORT OF CLASS COUNSEL'S MOTION FOR ATTORNEY'S FEES,
COSTS, EXPENSES AND SERVICE AWARDS**

I, Daniel C. Hedlund, state under oath, as follows:

1. I am a member at Gustafson Gluek PLLC. I am one of the attorneys for the Plaintiffs in this action and in the following actions pending in other district courts that are related to *Keel et al v. Charles Rutenberg Realty, Inc. et al*, Case No. 25-CV-00759; *Burnett et al v. The National Association of Realtors, et al*, Case No. 19-CV-00332, *Masiello v. Arizona Association of Realtors et al*, Case No. 24-CV-00045, and *Moehrl v. The National Association of Realtors*, Case No. 19-CV-01610.

2. I submit this declaration in support of Class Counsel's motion for attorneys' fees, costs, expenses, and service awards. I have full knowledge of the matters stated herein and would testify to these facts if called upon.

3. During the course of this litigation, my firm has been involved in various activities on behalf of the Plaintiffs, including the following:

- Investigation of the case and preparation of the complaints;
- Communications with client;
- Conferences with Lead Counsel regarding case status and strategy; and
- Conferences with Lead Counsel regarding settlement strategy.

4. In my previous declaration submitted September 13, 2024, *see Sitzler et al v. National Association of Realtors et al*, Case No. 19-CV-00332, my firm reported \$95,775.00 in lodestar and \$542.14 in unreimbursed litigation expenses in all actions through August 31, 2024. Since then, my firm has continued to work on the *Keel et al v. Charles Rutenberg Realty, Inc. et al*, Case No. 25-CV-00759, *Burnett et al v. The National Association of Realtors, et al*, Case No. 19-CV-00332, *Masiello v. Arizona Association of Realtors et al*, Case No. 24-CV-00045, and *Moehrl v. The National Association of Realtors*, Case No. 19-CV-01610 matters.

5. All attorneys and paralegals and other support staff at my firm were instructed to keep contemporaneous time records reflecting their time spent on the case. The schedule below reports the additional time spent by my firm's attorneys, paralegals and other support staff from inception until October 31, 2025 in *Masiello v. Arizona Association of Realtors et al*, Case No. 24-CV-00045. This submission does not include time relating to this motion. All hourly rates are my firm's usual and customary rates, for this and other similar matters as of October 31, 2025.

TIMEKEEPER	POSTITION	HOURS	RATE	TOTAL
Daniel E. Gustafson	P	0.5	\$1,250	\$625.00
Daniel C. Hedlund	P	35	\$1,150	\$40,250.00
David A. Goodwin	P	1.25	\$950	\$1,187.50
Michelle J. Looby	P	3.5	\$975	\$3,412.50
Daniel J. Nordin	P	29.25	\$850	\$24,862.50
Mary M. Nikolai	P	30.25	\$650	\$19,662.50
Diana Jakubauskiene	PL	27.5	\$375	\$10,312.50
Danette K. Mundalh	PL	0.25	\$325	\$81.25
Melanie M. Casto	PL	5.5	\$325	\$1,787.50
John S. Seaver	PL	1.25	\$350	\$437.50
	TOTAL HOURS	134.25	TOTAL	\$102,618.75

6. As an update to my declaration submitted on September 13, 2024, my firm incurred the following additional lodestar unrelated to *Masiello v. Arizona Association of Realtors et al.*, Case No. 24-CV-00045.

TIMEKEEPER	POSTITION	HOURS	RATE	TOTAL
Daniel C. Hedlund	P	0.5	\$1,150	\$575.00
Daniel J. Nordin	P	0.75	\$850	\$637.50
Sarah A. Moen	PL	0.5	\$400	\$200.00
Diana Jakubauskiene	PL	0.75	\$375	\$281.25
Jamie L. Holzer	PL	0.75	\$375	\$281.25
Danette K. Mundahl	PL	0.75	\$325	\$243.75
	TOTAL HOURS	4	TOTAL	\$2,218.75

7. The schedule below reports a total of \$549.76 in unreimbursed litigation expenses in all actions that my firm incurred excluding the amounts that were previously contained in my declaration dated September 13, 2024. These are the type of reasonable expenses customarily billed by my firm. These expenses are itemized as follows:

ACTIVITY	TOTAL COST
Copy & Print	
Court Fees	
Document Storage, Production & ESI	
Depositions	
Experts & Consultants	
Mediation	
Miscellaneous	
Postage	
Process Service	

Records & Transcripts	
Research	\$549.76
Travel & Meals	
TOTAL	\$549.76

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 17th day of November, 2025, at Minneapolis, Minnesota.

/s/ Daniel C. Hedlund

EXHIBIT 8

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION**

JEREMY KEEL, JEROD BREIT,
HOLLEE ELLIS, FRANCES HARVEY,
RHONDA BURNETT, DON GIBSON,
LAUREN CRISS, JOHN MEINERS,
DANIEL UMPA, CHRISTOPHER
MOEHRL, MICHAEL COLE, STEVE
DARNELL, JACK RAMEY, and
JANE RUH, individually and on behalf
of all others similarly situated, Plaintiffs,

v.

CHARLES RUTENBERG REALTY, INC., et
al.,

Defendants.

Civil Action No. 4:25-cv-00759-SRB

**DECLARATION OF JILL M. MANNING ON BEHALF OF THE MANNING LAW
FIRM IN SUPPORT OF CLASS COUNSEL’S MOTION FOR ATTORNEY’S FEES,
COSTS, EXPENSES AND SERVICE AWARDS**

I, Jill M. Manning, state under oath, as follows:

1. I am the founder of The Manning Law Firm and a former partner of the law firm Pearson Warshaw, LLP. I am one of the attorneys for the Plaintiffs in this action and in the following actions that are related to *Keel, et al., v. Charles Rutenberg Realty, Inc.*:

- *Land Trust No. 2020 Continental Avenue, #221 v. Watson Realty Corp., et al.*, Case No. 1:24-cv-22937 (S.D. Fl.) (“*Land Trust*”)
- *Grace v. Bay Area Real Estate Information Services, et al.*, Case No. 4:23-cv-06352 (N.D. Cal.) (“*Grace*”)

- *Willsim Latham, LLC v. MetroList Services, Inc., et al.*, Case No. 2:24-cv-00244-KJM-DB (E.D. Cal.) (“*Willsim*”)

2. I submit this declaration in support of Class Counsel’s motion for attorneys’ fees, costs, expenses, and service awards. I have full knowledge of the matters stated herein and would testify to these facts if called upon.

3. I worked on the *Willsim* and *Grace* cases listed above from pre-filing through February 10, 2025, and on the *Land Trust* case from pre-filing to the present. My time in those matters from inception through October 31, 2024 are reported in the Declaration of Bobby Pouya on Behalf of Pearson Warshaw LLP in Support of Class Counsel’s Motion for Attorney’s Fees, Costs, Expenses and Service Awards.

4. The Manning Law Firm (“ML”) was founded on November 1, 2024, and prosecuted this litigation solely on a contingent fee basis with the risk that it would not receive any compensation for its work in prosecuting the cases.

5. Throughout this litigation, ML kept files contemporaneously documenting all time spent, including tasks performed and expenses incurred. I have personally reviewed each time entry billed by ML for accuracy.

6. I performed the following tasks and activities on behalf of the Settlement Class between November 1, 2024 and October 31, 2025:

- Managed the calendars for the *Grace*, *Willsim Latham*, and *Land Trust* cases and filed status reports as required by court orders;
- Opposed the motion to dismiss filed by defendant Florida Homes Realty & Mortgage LLC;
- Negotiated the settlement agreement with defendant Charles Rutenberg Realty; and
- Engaged in settlement negotiations with defendant MVP Realty.

7. The schedule below reports the time spent by my firm between November 1, 2024 and October 31, 2025. This submission does not include time relating to this motion. All hourly rates are my firm's usual and customary rates, for this and other similar matters as of October 31, 2025.

Time-Keeper	Position	Hours	Rate	Total
Jill M. Manning	Founder	49.3	\$1,200.00	\$59,160.00

8. Courts have entered orders granting attorney's fees for my services at similar rates in connection with recent class action settlements:

- *Sidibe et al., v. Sutter Health*, Case No. 3:12-cv-4854-LB (N.D. Cal.), ECF Nos. 1761, 1764: November 6, 2025 order approving rate of \$1,200.00 per hour.
- *Senne et al., v. Kansas City Royals Baseball Corp.*, Case No. 3:14-cv-00608-JCS (N.D. Cal), ECF No. 1190: March 2023 order approving rate of \$1,000.00 per hour.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 14th day of November 2025, at San Francisco, California.


Jill M. Manning

EXHIBIT 9

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION**

JEREMY KEEL, JEROD BREIT,
HOLLEE ELLIS, FRANCES HARVEY,
RHONDA BURNETT, DON GIBSON,
LAUREN CRISS, JOHN MEINERS,
DANIEL UMPA, CHRISTOPHER
MOEHRL, MICHAEL COLE, STEVE
DARNELL, JACK RAMEY, and
JANE RUH, individually and on behalf
of all others similarly situated, Plaintiffs,

v.

CHARLES RUTENBERG REALTY, INC., et
al.,

Defendants.

Civil Action No. 4:25-cv-00759-SRB

**DECLARATION OF RYAN ELLERSICK ON BEHALF OF PLAINTIFFS IN SUPPORT
OF CLASS COUNSEL’S MOTION FOR
ATTORNEY’S FEES, COSTS, EXPENSES AND SERVICE AWARDS**

I, Ryan Ellersick, state under oath, as follows:

1. I am a partner at Zimmerman Reed LLP. I am one of the attorneys for the Plaintiffs in this action and in the following action pending in another district that is related to *Keel, et al., v. Charles Rutenberg Realty, Inc.; Masiello v. Arizona Association of Realtors, et al.*, 24-cv-00045-DLR (D. Arizona) (the “Masiello Litigation”).

2. I submit this declaration in support of Class Counsel’s motion for attorneys’ fees, costs, expenses, and service awards. I have full knowledge of the matters stated herein and would testify to these facts if called upon.

3. During the course of this litigation, my firm has been involved in various activities on behalf of the Plaintiff in the Masiello Litigation, including the following:

- Pre-filing investigation concerning the factual and legal bases for the claims;
- Drafting and amending the Complaint alleging claims under federal and state antitrust laws;
- Handling client communications with respect to the progress and status of the Masiello Litigation;
- Coordinating with defense counsel for multiple defendants involved in the Masiello Litigation;
- Negotiating settlements with defendants, including participation in multiple meet and confer conferences, analyzing informal discovery productions, drafting mediation statements, participating in mediations, and drafting term sheets and settlement agreements.

4. All attorneys and paralegals and other support staff at my firm were instructed to keep contemporaneous time records reflecting their time spent on the case. The schedule below reports the time spent by my firm's attorneys, paralegals and other support staff from inception until October 31, 2025. This submission does not include time relating to this motion. All hourly rates are my firm's usual and customary rates, for this and other similar matters as of October 31, 2025.

TIMEKEEPER	POSTITION	HOURS	RATE	TOTAL
Ryan Ellersick	Partner	169.90	\$875	148,662.50
Hart L. Robinovitch	Partner	9.75	\$1,025	9,993.75
David M. Cialkowski	Partner	42.20	\$1,100	46,420.00

Ian F. McFarland	Associate	3.50	\$745	2,607.50
Zachary J. Freese	Associate	3.30	\$615	2,029.50
Giselle M Webber	Associate	18.60	\$590	10,974.00
Julianne VanNorman	Paralegal	6.00	\$375	2,250.00
Leslie A. Harms	Paralegal	0.50	\$375	187.50
Otilia S. Wilson	Paralegal	9.50	\$375	3,562.50
Josephine Lu	Paralegal	57.20	\$375	21,450.00
Karen M. Colt	Paralegal	0.10	\$350	35.00
Amanda R. Klinger	Legal Assistant	0.30	\$315	94.50
	TOTAL HOURS	320.85	TOTAL	248,266.75

5. The schedule below reports a total of \$6,351.82 in unreimbursed litigation expenses in all actions that my firm incurred. These are the type of reasonable expenses customarily billed by my firm. These expenses are itemized as follows:

ACTIVITY	TOTAL COST
Copy & Print	\$1,163
Court Fees	\$405
Document Storage, Production & ESI	\$0
Depositions	\$0
Experts & Consultants	\$0
Mediation	\$3,087.5
Miscellaneous	\$0
Postage	\$29.42
Process Service	\$1,666.9
Records & Transcripts	\$0
Travel & Meals	\$0
TOTAL	\$6,351.82

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 17th day of November, 2025, at Oro Valley, Arizona.

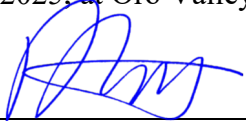


EXHIBIT 10

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION**

JEREMY KEEL, JEROD BREIT,
HOLLEE ELLIS, FRANCES HARVEY,
RHONDA BURNETT, DON GIBSON,
LAUREN CRISS, JOHN MEINERS,
DANIEL UMPA, CHRISTOPHER
MOEHRL, MICHAEL COLE, STEVE
DARNELL, JACK RAMEY, and
JANE RUH, individually and on behalf
of all others similarly situated, Plaintiffs,

v.

CHARLES RUTENBERG REALTY, INC., et
al.,

Defendants.

Civil Action No. 4:25-cv-00759-SRB

**DECLARATION OF BOBBY POUYA ON BEHALF OF PEARSON WARSHAW, LLP,
IN SUPPORT OF CLASS COUNSEL’S MOTION FOR ATTORNEY’S FEES, COSTS,
EXPENSES AND SERVICE AWARDS**

I, Bobby Pouya, state under oath, as follows:

1. I am a partner in the law firm Pearson Warshaw, LLP (“Pearson Warshaw” or the “firm”) and one of the attorneys for the Plaintiffs in this action and in the following actions that are related to *Keel, et al., v. Charles Rutenberg Realty, Inc.*:

- *Land Trust No. 2020 Continental Avenue, #221 v. Watson Realty Corp., et al.*, Case No. 1:24-cv-22937 (S.D. Fla.) (“*Land Trust*”);
- *Grace v. Bay Area Real Estate Information Services, et al.*, Case No. 4:23-cv-06352 (N.D. Cal.) (“*Grace*”); and

- *Willsim Latham, LLC v. MetroList Services, Inc., et al.*, Case No. 2:24-cv-00244-KJM-DB (E.D. Cal.) (“*Willsim*”).

2. I submit this declaration in support of Class Counsel’s motion for attorneys’ fees, costs, expenses, and service awards. I have full knowledge of the matters stated herein and would testify to these facts if called upon. This is the first declaration submitted by myself and Pearson Warshaw relating to attorneys’ fees or costs incurred by the firm in connection with the work performed on the *Keel*, *Grace*, *Willsim*, and *Land Trust* actions.

3. Like the instant case, the *Grace*, *Willsim*, and *Land Trust* actions allege antitrust violations stemming from the adoption of rules relating to the payment of realtor commissions by real estate agencies, associations, and brokerages at the expense of home sellers. The *Grace* action, filed on December 8, 2023, focused on the conduct of real estate associations, agencies, and brokerages operating in Northern California. The *Willsim* action, filed on January 18, 2024, focused on the conduct of real estate associations, agencies, and brokerages operating in Central California. The *Land Trust* action filed on August 1, 2024 focused on the conduct of real estate associations, agencies, and brokerages operating in Florida.

4. The *Grace*, *Willsim*, and *Land Trust* actions have resulted in the recovery of several millions of dollars in settlements on behalf of home sellers, that were achieved either through Defendants’ election to opt-in to settlements reached by class plaintiffs with the National Association of Realtors, as well as the settlement reached with Charles Rutenberg Realty, Inc., which is pending approval in the *Keel* action.

5. During the course of these actions, Pearson Warshaw has been involved in various activities on behalf of the plaintiffs, including the following:

- Researching, developing, and preparing the complaints in the *Grace*, *Willsim*, and *Land Trust* action, including researching applicable commission rules, regulations, and appropriate defendants in each of the actions;
- Handling initial case management related projects, including procuring proper service upon defendants;
- Opposing the motions to dismiss filed by certain defendants in each of the *Grace*, *Willsim*, and *Land Trust* actions;
- Managing and negotiating the case schedule in the *Grace*, *Willsim*, and *Land Trust* actions, which necessitated consideration, coordination, and understanding of developments in multiple other antitrust actions challenging real estate commission rules throughout the country, and conferring with other civil plaintiffs, defendants and the United States Department of Justice regarding the same;
- Working with co-counsel to obtain settlements with numerous named in the *Grace*, *Willsim*, and *Land Trust* actions, including engaging in settlement related exchanges of information, negotiating settlements, and preparing settlement related documents; and
- Preparing case management plans, case management reports and attending case management conferences in the *Grace*, *Willsim*, and *Land Trust* actions.

6. Consistent with Pearson Warshaw policy, all attorneys and paralegals kept contemporaneous time records reflecting their time spent on the case. The below table reports the time spent by Pearson Warshaw from inception of the *Grace*, *Willsim*, and *Land Trust*, until October 31, 2025. This submission does not include time relating to this motion. All hourly rates are my firm's usual and customary rates, for this and other similar matters as of October 31, 2025.

TIMEKEEPER	POSITION	HOURS	RATE	TOTAL
Daniel L. Warshaw	Senior Partner	50.5	\$1,500	\$75,750.00
Jill M. Manning ¹	Partner	420.1	\$1,000	\$420,100.00
Bobby Pouya	Partner	180.6	\$1,100	\$198,660.00
Naveed Abaie	Associate	343.6	\$600	\$206,160.00
Eric J. Mont	Associate	194.6	\$600	\$116,760.00
Brian S. Pafundi	Associate	25.8	\$600	\$15,480.00
Ellowene J. Grant	Paralegal	23.1	\$225	\$5,197.50
	TOTAL HOURS	1,238.3		\$1,038,107.50

7. The attorneys of Pearson Warshaw billed this case at their usual and customary hourly billing rates, which have been approved by courts presiding over similar complex class action lawsuits, and which are commensurate with the prevailing market rates attorneys of comparable experience and skill handling complex litigation, including:

- *In re Pork Antitrust Litig.*, Case No. 18-cv-01776 (JRT-HB) (D. Minn.). In 2025, Judge John R. Tunheim granted the motion for an award of attorneys' fees with rates submitted as follows: \$1,500 for Daniel L. Warshaw, \$1,000 for Jill M. Manning, \$1,000 for Bobby Pouya, \$600 for Naveed Abaie, \$600 for Eric J. Mont, \$600 for Brian S. Pafundi, and \$250 for Elloween J. Grant.
- *Travis Beaver, et al., v. Nissan of North America, Inc.*, Case No. 22-CV-00785 (EJR) (M.D. Tenn.). In 2025, Judge Eli J. Richardson granted the motion for an award of attorneys' fees with rates submitted as follows: \$1,500 for Daniel L. Warshaw, \$600 for Eric J. Mont, and \$600 for Brian S. Pafundi.

¹ The time for Ms. Manning reflected in this declaration is for work she performed on the *Grace, Willsim*, and *Land Trust* actions while she was a partner at Pearson Warshaw, LLP. Ms. Manning's work on these cases when she started the Manning Law Firm is set forth in her separately submitted declaration.

- *Dominique Freeman v. MAM USA Corp.*, Case No. 24-LA-1014 (HR) (Ill. Cir. Ct.). In 2025, Judge Heinz Rudolf granted the motion for an award of attorneys' fees with rates submitted as follows: \$1,500 for Daniel L. Warshaw.
- *Joseph Zimmerman, et al., v. Paramount Global, Comedy Partners*, Case No. 23-cv-2409 (VSB) (S.D.N.Y.). In 2025, Judge Vernon S. Broderick granted the motion for an award of attorneys' fees with rates submitted as follows: \$1,500 for Daniel L. Warshaw, \$1,000 for Bobby Pouya, and \$250 for Elloween J. Grant.

8. The below table reports a total of \$18,996.31 in unreimbursed litigation expenses in all actions that Pearson Warshaw incurred. These are the type of expenses customarily billed by my firm. These expenses are itemized as follows:

EXPENSE CATEGORY	TOTAL COSTS
Copy & Print	\$21.02
Court Fees	\$1,947.00
Miscellaneous – Conference Call Charges	\$2.18
Postage / FedEx	\$62.47
Process Service	\$8,875.48
Records & Transcripts	\$31.20
Research	\$5,615.45
Travel & Meals	\$2,441.51
TOTAL	\$18,996.31

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 18th day of November, 2025, at Los Angeles, California.

/s/ Bobby Pouya

Bobby Pouya