

# Exhibit D

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

*Deshay v. Keller Williams Realty, Inc.*, No. 312022CA000457XXXXXX

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

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

Call records indicate that you may be affected by a Settlement<sup>1</sup> of a class action lawsuit claiming that Defendant Keller Williams Realty, Inc. (“Keller Williams”) violated a federal law called the Telephone Consumer Protection Act (“TCPA”). Keller Williams denies that it violated the law.

The lawsuit is called *Deshay v. Keller Williams Realty, Inc.*, No. 312022CA000457XXXXXX. This lawsuit is a class action on behalf of a Class, or group of people that could include you, and a Settlement has been reached affecting this Class.

The Settlement offers payments to Class Members who file valid Claims. Your legal rights are affected whether you act or do not act. Read this notice carefully.

**Who’s Included?** The Settlement includes the following class: “All Persons in the United States who, during the Class Period, (1) were called or received two or more calls and/or text messages made by or on behalf of Keller Williams or any Keller Williams-affiliated franchisees, market centers, realtors, agents or vendors on a telephone phone number that (a) appeared on the National Do Not Call Registry for at least 31 days and/or (b) that appeared on any internal do not call list of Keller Williams or any Keller Williams-affiliated franchisees, market centers, realtors, agents or vendors; and/or (2) were called or received one or more calls and/or text messages made by or on behalf of Keller Williams or any Keller Williams-affiliated franchisees, market centers, realtors, agents or vendors using (a) an artificial or prerecorded voice and/or (b) a cloud based dialing platform; and/or (3) were called or received one or more calls made using an automatic telephone dialing system made by or on behalf of Keller Williams or any Keller Williams-affiliated franchisees, market centers, realtors, agents or vendors.”

**You are receiving this notice because your phone number appeared in calling records obtained for this case.**

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<sup>1</sup> Capitalized terms herein have the same meanings as those defined in the Settlement Agreement.

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

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

**How can I get a Payment?** By completing the Claim Form **available** online at [www.xxxxxTCPAsettlement.com](http://www.xxxxxTCPAsettlement.com) and submitting it online at [www.xxxxxTCPAsettlement.com](http://www.xxxxxTCPAsettlement.com), by email to [xxxx@xxxx.com](mailto:xxxx@xxxx.com), or by U.S. mail to the Settlement Administrator at the address on the Claim Form.

**The deadline to submit a Claim Form is 11:59 p.m. EST on DATE.**

**What are my Other Options?** If you do not want to be legally bound by the Settlement, you must exclude yourself by **DATE** by sending the Settlement Administrator a letter that complies with the procedure set forth in the Settlement, available at the settlement website. If you do not exclude yourself, you can share in the Settlement Sum by completing and submitting a Claim Form, and you will release any claims you may have, as more fully described in the Settlement Agreement, available at the Settlement Website. Even though you submit a Claim Form, you may object to the Settlement by **DATE** by complying with the objection procedures detailed in the Settlement. The Court will hold a Final Approval Hearing on **DATE** to consider whether to approve the Settlement and a request for attorneys' fees not to exceed one third of the Settlement Sum and reimbursement of expenses. If you properly object, you may appear at the hearing, either yourself or through an attorney hired by you, but you do not have to. For more information, call the Settlement Administrator or visit the Settlement Website.

[www.xxxxxTCPAsettlement.com](http://www.xxxxxTCPAsettlement.com)

(xxx) xxx-xxxx