

Exhibit I

FEE AWARD SECURITY AGREEMENT

This Fee Award Security Agreement (“Agreement”) is made and entered into by and between Kaufman P.A. as counsel (“Class Counsel”) for Representative Beverly Deshay, on behalf of herself and the Settlement Class (“Plaintiff”), and Keller Williams Realty, Inc. (“Defendant”), effective as of this __ day of November, 2022. Class Counsel, Plaintiff and Defendant are collectively referred to as the “Parties”.¹

Recitals

WHEREAS, *Deshay v. Keller Williams Realty, Inc.*, No. 312022CA000457XXXXXX is currently pending in the Circuit Court for the Nineteenth Judicial Circuit in and for Indian-River County, Florida, alleging Defendant violated the Telephone Consumer Protection Act (“TCPA”), 47 U.S.C. § 227, *et seq.*;

WHEREAS, Defendant denies each and every one of Plaintiff’s allegations of unlawful conduct, damages, or other injuries and maintains that it complied with the TCPA and all applicable laws;

WHEREAS, based upon the investigation, and evaluation of the facts and law relating to the matters alleged, plus the risks and uncertainties of the Litigation and Related Litigation and all factors bearing on the merits of settlement, Plaintiff and Defendant have agreed to settle the claims asserted in the Litigation pursuant to provisions of a Class Settlement Agreement;

WHEREAS, one of the provisions of the Class Settlement Agreement (paragraph 5.4) involves payment of a Fee Award by Defendant to Class Counsel pursuant to a schedule of installments;

¹ All undefined terms shall have the same meaning as in the Class Action Settlement Agreement dated November 30, 2022.

WHEREAS, the Parties understand, acknowledge and agree that this separate Agreement is required to facilitate and provide security for the installment payments of the Fee Award. This Agreement is inadmissible as evidence except to enforce the terms of the Agreement and is not an admission of wrongdoing or liability on the part of any of the Parties to this Agreement;

NOW THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Event of Default and Stipulation of Judgment as to the Fee Award Paragraph 5.4 of the Class Settlement Agreement

a. Time is of the essence and any failure to make any of the Fee Award payments on the date they become due shall be deemed a material breach and a default under the terms of this Agreement.

b. Event of Default. Defendant shall be in default under this Agreement upon the failure to make any payment when due under the terms of paragraph 5.4 of the Class Settlement Agreement (“Event of Default”). Any check, wire transfer or electronic payment which is returned as unpaid, reversed or which is otherwise taken back for any reason shall constitute an Event of Default under the Agreement.

c. Cure Period. Upon an Event of Default, Class Counsel shall give notice thereof to Defendant pursuant to the notice provision below. Defendant shall have thirty (30) days after the earliest effective date of the notice to cure any default. This thirty (30) day period shall be referred to as the “Cure Period.” Upon the failure to cure any Event of Default, Defendant shall be in material breach under the terms of this Agreement and the entire amount due under paragraph 5.4 of the Class Settlement Agreement shall become immediately due

and payable and Class Counsel will have the absolute right to obtain a judgment against Defendant as set forth herein.

d. Interest After Uncured Event of Default. Upon Defendant's failure to cure an Event of Default under this Agreement, all amounts owed under paragraph 5.4 of the Class Settlement Agreement shall incur interest at the rate of ten percent (10.0%) per annum until paid in full. Interest under this provision will be due monthly and will be added to the payment amounts described in paragraph 5.4 of the Class Settlement Agreement. Interest shall be computed on a 30/360 simple interest basis; that is, with the exception of odd days before the first full payment cycle, monthly interest is calculated by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by a month of 30 days. Interest for the odd days before the first full month is calculated on the basis of the actual days and a 360-day year. All interest payable under this Agreement is computed using this method.

e. Waiver of Notice. Defendant hereby waives, to the extent not prohibited by applicable law (which cannot itself be waived): (1) all presentations, presentments, demands for performance notices of nonperformance (except to the extent required by the provisions hereof), (2) any requirement of diligence or promptness on the part of Class Counsel in the enforcement of its rights under the provisions of this Agreement, and (3) any and all notices of every kind and description which may be required to be given by an statute or rule of law (except to the extent required by the provisions of this Agreement).

f. Entry of Judgment. Upon Defendant's failure to cure an Event of Default during the cure period, Class Counsel shall be entitled to obtain and Defendant hereby expressly agree to the entry of a judgment against Keller Williams Realty, Inc., for the total amount of the Fee Award under paragraph 5.4 of the Class Settlement Agreement, plus any

interest that has accrued pursuant to the terms of this Agreement less any amounts received to date pursuant to the terms of this Agreement. If Class Counsel incurs additional attorney's fees and costs in obtaining or enforcing any judgment, it may, after giving notice to Defendant pursuant to the applicable court rules, petition the court with jurisdiction over any action to enforce this Agreement or supplemental proceedings to enforce any judgment for an award of reasonable attorneys' fees, costs and expenses.

g. Additional Attorneys' Fees. Class Counsel shall be entitled to recover all reasonable attorneys' fees, costs and expenses it may incur in enforcing the terms of the Agreement and Defendant agrees that Plaintiff may petition the court, as set forth above, for an award of reasonable attorneys' fees, costs and expenses.

h. Acceptance by Class Counsel of any late payment by Defendant shall not constitute a waiver nor in any way prejudice Class Counsel right to receive and demand timely payments thereafter.

2. Each of the Parties warrants that he/she/it has the legal capacity, power, and authority to agree to the terms of this Agreement. Each of the Parties warrants that he/she/it has the legal capacity, power, and authority to enter into and perform all terms and conditions of this Agreement which constitute the voluntary, legal, valid, and binding obligation of said party.

3. In entering into this Agreement, the Parties represent that they each have consulted with and relied upon the advice of their attorneys, that each party's attorney is the attorney of the party's own choice, that the Parties have read the terms of this Agreement, that the terms of this Agreement have been completely explained to them by their attorneys, and that this Agreement and its terms and conditions are fully understood and voluntarily accepted by them. None of the Parties are relying on any representations, covenants, warranties or other

statements made by other Parties, or anyone representing other Parties, or by any person employed by other Parties.

4. This Agreement was negotiated at arm's-length, mutually drafted and entered into freely by the Parties with the advice, input, and participation of all counsel. The provisions of this Agreement shall be interpreted in a reasonable manner to effectuate the intent of the Parties, and this Agreement shall not be interpreted or construed against any party to this Agreement because that party, or any attorney for that party, drafted or participated in the drafting of this Agreement.

5. Notice. All notices, requests, demands and other communications provided for hereunder shall be in writing, sent by certified or registered U.S. mail, postage prepaid, nationally recognized overnight courier such as UPS overnight, by e-mail, telegram or delivered in person, and addressed as follows:

To Defendant:

Jay Yurkiw
Keller Williams Realty, Inc.
jay.yurkiw@kw.com

Copy to:

John P. Ryan
Todd P. Stelter
Hinshaw & Culbertson LLP
151 N. Franklin St.
Suite 2500
Chicago, IL 60606
jryan@hinshawlaw.com
tstelter@hinshawlaw.com

or, as to each party, at such other address as shall be designated by such party in a written notice to each other party complying as to delivery with the terms of this paragraph. Notice shall be deemed received and effective (a) when mailed if by U.S. Certified Mail to the address identified pursuant to this paragraph, (b) upon delivery if by personal delivery, (c) when transmitted if by overnight courier

to the address identified pursuant to this paragraph, or (d) when transmitted if by e-mail to e-mail address identified pursuant to this paragraph.

6. The Recitals above are incorporated into and made a part of this Agreement.

7. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

8. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

9. WAIVER OF DEFENSES. THE DEFENDANT WAIVES EVERY PRESENT AND FUTURE DEFENSE, CAUSE OF ACTION, COUNTERCLAIM OR SETOFF WHICH THE DEFENDANT MAY NOW HAVE OR HEREAFTER MAY HAVE TO ANY ACTION BY CLASS COUNSEL IN ENFORCING THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE CLASS COUNSEL GRANTING ANY FINANCIAL ACCOMMODATION TO THE DEFENDANT AND ENTERING INTO THIS AGREEMENT.

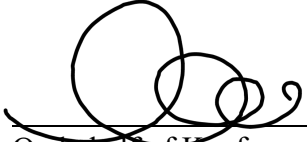
10. JURY WAIVER. THE PARTIES, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, EACH KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES IRREVOCABLY, THE RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.

11. This Agreement represents the entire agreement among the Parties regarding the subject matter hereof and all prior understandings and agreements regarding the subject matter hereof have been incorporated herein.

12. Each of the parties hereto represents and warrants to the other party hereto that the person signing this Agreement is duly authorized to do so.

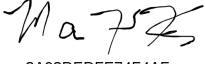
IN WITNESS WHEREOF, the undersigned have caused this Agreement to be signed by their
duly authorized representatives, effective this __ day of November, 2022.

CLASS COUNSEL




On behalf of Kaufman P.A.

DEFENDANT

DocuSigned by:

12/1/2022
2A32DEDFE74F4AF...

On behalf of Keller Williams Realty, Inc.
Marc King

PLAINTIFF 11 / 30 / 2022



Beverly Deshay