

EXHIBIT

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**UNITED STATES DISTRICT COURT
DISTRICT OF WYOMING**

BRIAN PURNELL, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

SUMMIT NATIONAL BANK,

Defendant.

Case No. 2:24-cv-00190-KHR

**DECLARATION OF TERENCE R. COATES IN SUPPORT OF PLAINTIFF'S
MOTION FOR ATTORNEYS' FEES, EXPENSES, AND
CLASS REPRESENTATIVE SERVICE AWARD**

I, Terence Coates, hereby declare as follows in accordance with 28 U.S.C. § 1746(b):

1. I am the Managing Partner at the law firm Markovits, Stock, & DeMarco, LLC. I am one of the proposed Class Counsel in this Action representing Plaintiff and the preliminarily-approved Settlement Class and have monitored my firm's participation in this matter from its inception to the present. The contents of this Declaration are based upon my personal knowledge, the events of this Action, and my review of my firm's business records and information that are maintained on a routine basis. This Declaration supports Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement.

2. I am currently the President-Elect of the Cincinnati Bar Association's Board of Trustees and the Executive Director of the Potter Stewart Inn of Court. I am a frequent speaker for the plaintiffs' perspective on recent trends in data privacy class action cases having participated as a panel speaker at events such as: The Sedona Conference Working Group 11 Midyear Meeting 2022 in Cleveland, Ohio (*Emerging issues in privacy and cybersecurity class action litigation*)

(November 3, 2022); Trial Lawyers of Mass Tort's conference in Big Sky, Montana (March 2023); the NetDiligence cybersecurity summit in Ft. Lauderdale, Florida (February 2023); the Beazley Insurance national conference in Ft. Lauderdale, Florida (March 2023); the JAMS roundtable on selecting mediators (September 2023); Trial Lawyers of Mass Tort's Conference in Cabo, Mexico (December 2023); Class Action Money & Ethics Conference in New York, New York (May 2024); HarrisMartin Conference in Nashville, Tennessee (*Data Privacy Cases are Much More Than Data Breach*) (September 2024); The Geneva Association 2024 Cyber Conference in New York, New York (*Evolving Third-Party Liabilities in Cyber*) (November 12, 2024); Trial Lawyers of Mass Tort's conference in Cabo, Mexico (panel moderator on *Recent Issues in Data Breach Litigation* (November 21, 2024)); and Class Action Money & Ethics Conference in New York, New York (May 2025).

3. I have served as a member of court-appointed class counsel in numerous data privacy class actions throughout the country. Representative cases include: *In re Advocate Aurora Health Pixel Litig.*, No. 22-CV-1253 (E.D. Wis.) (\$12.225 million settlement); *Tracy v. Elekta, Inc.*, No. 1:21-cv-02851 (N.D. Ga.) (\$8.9 million settlement); *Sherwood v. Horizon Actuarial Servs., LLC*, No. 1:22-cv-1495 (N.D. Ga.) (\$8,733,446.36 settlement); *Durgan v. U-Haul Int'l Inc.*, No. 2:22-cv-01565 (D. Ariz.) (sole class counsel, \$5,085,000 data settlement); *Owens v. U.S. Radiology Specialist, Inc.*, No. 22 CVS 17797 (Mecklenburg Cnty. Super. Ct., N.C.) (\$5,050,000 settlement); *Phillips v. Bay Bridge Administrators, LLC*, No. 23-cv-00022 (W.D. Tex.) (sole class counsel, \$2,516,890 settlement); *Migliaccio v. Parker Hannifin, Corp.*, No. 1:22-cv-835 (N.D. Ohio) (\$1,750,000 settlement); *Tucker v. Marietta Area Health Care Inc.*, No. 1:11-cv-184 (S.D. Ohio) (\$1,750,000 settlement).

4. Federal courts have recognized me and my firm as experienced in handling class

actions and other complex matters. Representative examples include: *Shy v. Navistar Int’l Corp.*, No. 3:92-CV-00333, 2022 WL 2125574, at *4 (S.D. Ohio June 13, 2022) (“Class Counsel, the law firm Markovits, Stock & DeMarco, LLC, are qualified and are known within this District for handling complex cases including class action cases such as this one.”); *Bechtel v. Fitness Equip. Servs., LLC*, 339 F.R.D. 462, 480 (S.D. Ohio 2021) (“plaintiffs’ attorneys have appeared in this Court many times and have substantial experience litigating class actions and other complex matters.”); *Compound Prop. Mgmt. LLC v. Build Realty, Inc.*, 343 F.R.D. 378, 402 (S.D. Ohio 2023) (recognizing me and my firm as “qualified counsel” with “class-action experience before this Court and elsewhere.”); *Schellhorn v. Timios, Inc.*, No. 2:221-cv-08661, 2022 WL 4596582, at *4 (C.D. Cal. May 10, 2022) (noting that Class Counsel, including “Terence R. Coates of Markovits, Stock & DeMarco, LLC, have extensive experience litigating consumer protection class actions”); *Bedont v. Horizon Actuarial Servs., LLC*, No. 1:22-CV-01565, 2022 WL 3702117, at *2 (N.D. Ga. May 12, 2022) (noting that class counsel, including Mr. Coates, “are well qualified to serve as Interim Co-Lead Class Counsel and that they will fairly, adequately, responsibly, and efficiently represent all Plaintiffs in the Cases in that role.”). My co-counsel are equally qualified to serve as Class Counsel in this case.

CLASS COUNSEL’S ATTORNEYS’ FEES & EXPENSES ARE REASONABLE

5. Class Counsel undertook this case on a contingency fee basis and have not received any payment to date. Class Counsel have also incurred reasonable litigation expenses that remain unreimbursed. Because of the contingency arrangement, there was a risk that Class Counsel would not recover any compensation for their time or reimbursement for their expenses.

6. Class Counsel have spent significant time and expenses pursuing this matter on behalf of the Class. From the initial investigation of this matter through January 5, 2026, Plaintiffs’ Counsel have spent approximately 125.05 hours for a lodestar total of \$84,454.40, and incurred

expenses of \$2,506.44 directly related to this Litigation. *See Exhibit A.* The hourly rates that form the basis of the lodestar calculation reflect the experience of Class Counsel and are their current customary hourly rates for class action cases. Class Counsel sought to pursue this matter efficiently on behalf of Plaintiff and the Class, and without duplicating work. Plaintiffs' Counsel's lodestar of \$84,454.40 creates a current multiplier of approximately 1.58 to reach Class Counsel's request of \$133,333.33 (one-third of the common fund). Class Counsel will continue to expend an appreciable amount of time and effort overseeing settlement administration and claims, briefing the motion for final approval, attending the Final Approval Hearing, and overseeing the distribution of settlement benefits to the Class thereafter.

7. To date, Plaintiff's counsel have incurred \$2,506.44 in reasonable litigation expenses. These expenses all relate to this Litigation and were necessary for the quality of result achieved. Class Counsel's expenses, as identified in **Exhibit A**, include the cost of filing, perfecting service, copies, and traveling to the upcoming Final Approval Hearing. These expenses are reasonable and warrant reimbursement.

8. Class Counsel will continue to expend additional time and other minimal expenses continuing to protect the Class's interest through the Final Approval Hearing and throughout settlement administration. Class Counsel believe that the customary fee request of one-third of the settlement fund (\$133,333.33) and expenses of \$2,506.44 are reasonable and justified in this case.

9. I track the claims, opt-outs, and objections on this matter on a weekly basis. To date, the Settlement Administrator has received 475 claims for settlement benefits, zero opt-out requests, and no objections. Moreover, no Class Members have objected to the requested attorneys' fees, expenses, or Service Award to date. The amount of these requests was clearly communicated to Class Members in the Settlement notices.

SIMILAR DATA BREACH SETTLEMENTS

10. Class Counsel's opinion that this \$400,000.00 Settlement is fair and reasonable for the roughly Class Members is informed by other data breach class action settlements based on the recovery amount per class member. For example, the following chart identifies the value per class member based on the common fund settlement amount for certain recent cases that also involved sensitive Private Information, such as Social Security Numbers:

Case	Settlement Amount	Class Size	Average Value Per Class Member
<i>Boykin v. Choice Health Insurance, LLC</i> , No. 4:22-cv-03940 (D.S.C.)	\$500,000	42,000	\$9.03
<i>Williams v. Air Methods LLC</i> , No. 1:24-cv-00642 (D. Colo.)	\$260,000	24,568	\$10.58
<i>Rodriguez v. Mena Hospital Commission</i> , No. 2:23-cv-2002 (W.D. Ark.)	\$500,000	42,000	\$11.90
<i>In re Cinfed Federal Credit Union Data Breach Litig.</i> , No. 1:23-CV-776 (S.D. Ohio)	\$700,000	57826	\$12.10
<i>Lamie v. Lendingtree, LLC</i> , No. 3:22-cv-00637 (W.D.N.C.)	\$875,000	69,142	\$12.66
<i>Kohn v. Loren Stark Co., Inc.</i> , No. 4:23-cv-3035 (S.D. Tex.)	\$750,000	58,065	\$12.92
<i>Pederson v. AAA Collections, Inc.</i> , No. 4:22-cv-4166 (D.S.D.)	\$865,000	66,488	\$13.00
<i>In re Peoples Bank, As Successor to Limestone Bank, Data Breach Litig.</i> No. 2:23-cv-3043 (S.D. Ohio)	\$782,500	47,590	\$16.44
<i>In re Marshall & Melhorn, LLC Data Breach Litigation</i> , No. 3:23-CV-01181 (N.D. Ohio)	\$800,000	47,000	\$17.02
<i>Lutz v. Electromed, Inc.</i> , No. 21-cv-2198 (D. Minn.)	\$825,000	47,000	\$17.55
<i>Abrams v. Savannah College of Art & Design</i> , No. 1:22-cv-04297 (N.D. Ga.)	\$375,000	16,890	\$22.20
<i>In re Red Roof Inns, Inc. Data Incident Litig.</i> , No. 2:23-cv-4133 (S.D. Ohio)	\$550,000	25,217	\$21.81
<i>Phelps v. Toyotetsu N. Am.</i> , No. 6:22-cv00-106 (E.D. Ky.)	\$400,000	11,916	\$33.57
<i>In re Wasserstrom Holdings, Inc. Data Breach Litig.</i> , No. 2:23-cv-2070 (S.D. Ohio)	\$350,000	10,501	\$33.33

<i>Perry v. Bay & Bay Transport. Servs., Inc.</i> , No. 22-cv-973 (D. Minn.)	\$230,000	6,739	\$34.13
<i>Purnell v. Summit National Bank, No. 2:24-cv-190 (D. Wyo.)</i>	\$400,000	10,912	\$36.66

Class Counsel and Plaintiff believe that the Settlement in this case is fair and reasonable in that it exceeds or is similar to the settlement amount recovered per class member in other recent data breach class action settlements.

**THE CLASS REPRESENTATIVE SERVICE AWARD OF \$4,000.00
IS REASONABLE AND JUSTIFIED**

11. Plaintiff has stayed informed about this Litigation, reviewed and approved the settlement demand and final settlement amount and Settlement Agreement, and spent substantial time and effort protecting the Class Members' interests. Accordingly, the \$4,000 Service Award to the Class Representative is reasonable in light of his efforts on behalf of the Class. Furthermore, the Service Award is consistent with those approved in other common fund data breach class action settlements. *See, e.g., Lutz v. Electromed, Inc.*, No. 0:21-cv-02198 (D. Minn. July 6, 2023), ECF No. 73 (approving \$9,900 service award); *Tucker v. Marietta Area Health Care*, No. 2:22-cv-00184 (S.D. Ohio Dec. 7, 2023), ECF No. 38 (approving \$5,000 service awards); *Phelps v. Toyotetsu N. Am.*, No. 6:22-cv-00106 (E.D. Ky. Oct. 25, 2023), ECF No. 47 (approving \$5,000 service award).

12. Plaintiff was informed about the status of settlement negotiations and remained engaged as the Class Representative at all times during the pendency of this Litigation. He reviewed the allegations in the original complaint, provided documentation, remained informed during settlement negotiations, and reviewed and signed the Settlement Agreement. The Class Representative has no conflicts with the Class he represents. As indicated by his consent to the Settlement Agreement and any declarations submitted in support of this Settlement, Plaintiff

supports the \$4,000 Service Awards and Class Counsel's attorneys' fees request of \$133,333.33 and request for reimbursement of litigation expenses of \$2,506.44.

**THE SETTLEMENT IS FAIR, REASONABLE,
AND A SUBSTANTIAL RECOVERY FOR THE CLASS**

13. Based on my experience serving as class counsel in numerous class action lawsuits, I confirm that the \$400,000.00 non-reversionary common fund Settlement is fair and reasonable for approximately 10,912 Class Members. I am also aware that my co-counsel are litigating over 100 data breach and data privacy class actions and concur that the Settlement is fair and reasonable.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on January 6, 2026, at Cincinnati, Ohio.

/s/ Terence R. Coates

Terence R. Coates

EXHIBIT

A

Plaintiffs' Counsel – Lodestar & Expenses*Purnell v. Summit National Bank*, Case No. 2:24-cv-00190 (D. Wyo.)**LODESTAR**

<u>Firm</u>	<u>Hours</u>	<u>Lodestar</u>	<u>Expenses</u>
Markovits, Stock & DeMarco, LLC	100.7	\$70,277.50	\$1,753.14
Milberg	21.1	\$13,489.40	\$200.00
Keith R. Nachbar, P.C.	3.25	\$687.50	\$553.30
Total	125.05	\$84,454.40	\$2,506.44

EXPENSES

Copies	Filing Fees/Service	Travel	TOTAL
\$91.45	\$1,175.00	\$1,239.99	\$2,506.44