

**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

**MEMORANDUM IN SUPPORT OF PLAINTIFF’S MOTION FOR ATTORNEYS’
FEES, EXPENSES, AND CLASS REPRESENTATIVE SERVICE AWARD**

I. INTRODUCTION

On October 20, 2025, this Court preliminarily approved a proposed class action settlement between Plaintiff Brian Purnell (“Plaintiff”), individually and on behalf of the proposed Class, and Defendant Summit National Bank (“Defendant” or “Summit”). ECF No. 38. Class Counsel’s efforts created a \$400,000 non-reversionary Settlement Fund for the benefit of approximately 10,912 individuals, providing Settlement Class Members with a mechanism to easily claim: (1) compensation of Out-of-Pocket Losses up to \$5,000; (2) an estimated \$175 Pro Rata Cash Payment; and (3) three years of Credit and Identity Theft Monitoring. Settlement Agreement (“S.A.”), ¶ 61, ECF 36-1.

This Settlement represents an excellent result for the Settlement Class in this litigation and was obtained against a well-funded defense, in which Defendant was represented by Michael Jervis of Mullen Coughlin LLC, a well-respected defense firm in the data privacy field. Although the Plaintiff believes in the merits of his claims, this litigation was inherently risky and complex. This Settlement was achieved for the benefit of the Settlement Class through the hard-fought

negotiations, skill, and hard work of Class Counsel and the Class Representative. Declaration of Terence R. Coates in Support of Preliminary Approval of Class Action Settlement, ¶ 4 (“Coates Preliminary Approval Decl.”), ECF No. 36-2. The claims involve the intricacies of data breach litigation, a fast-developing area in the law, and in the absence of this Settlement, Plaintiff would face risks at each stage of litigation.

Class Counsel zealously prosecuted Plaintiff’s claims, achieving the Settlement Agreement only after an extensive investigation and prolonged arm’s-length negotiations, including many months of settlement negotiations and analyzing Defendant’s financial resources. *Id.* Even after coming to an agreement on the central terms, Class Counsel worked further to finalize the Settlement Agreement and associated exhibits pertaining to notice and preliminary approval. *Id.* ¶ 5.

As compensation for the substantial benefit conferred upon the Settlement Class, Class Counsel respectfully move the Court for an award of attorneys’ fees of \$133,333.33 and expenses totaling \$2,506.44 to be paid from the Settlement Fund. S.A. ¶ 95. This fee request represents one-third of the total \$400,000 non-revisionary common fund recovery. This request is contemplated by the Settlement Agreement, and Class Counsel apprised the Court of this request in their Unopposed Motion for Preliminary Approval filed on September 29, 2025. ECF No. 36. This amount was also clearly delineated in the Short Form and Long Form Notice to the Settlement Class (attached to the Settlement Agreement as Exhibits B and C within ECF No. 36-1). To date, *zero* class members have objected to the Settlement, the attorneys’ fees, expenses, or the service awards, and none have opted out. Declaration of Terence R. Coates in Support of Plaintiff’s Motion for Attorneys’ Fees, Expenses, and Class Representative Service Award (“Coates Fee Decl.”), ¶ 9 (attached hereto as **Exhibit 1**).

District courts in this circuit have routinely approved attorneys' fees equaling one-third of the settlement fund as the "customary fee" for awards in common benefit settlements. Courts in the Tenth Circuit have expressly, repeatedly, and regularly approved fees that total between 20% to 50% of the settlement fund in class action settlements. Plaintiff's request for fees equal to one-third of the Settlement Fund puts the fee request squarely within the range of fees approved by courts in the Tenth Circuit. Plaintiff's motion should be granted because the request is reasonable and appropriate in light of the substantial risks presented in prosecuting this action, the quality and extent of work conducted, and the stakes of the case; the requested fees and costs were clearly delineated in notice to the class, and no class member has objected; and because the costs incurred were reasonable and necessary for the litigation.

Class Counsel also respectfully move the Court for an award of \$4,000 to the Plaintiff as the proposed Class Representative for his work on behalf of the Class.¹ S.A. ¶ 93. This Service Award falls well within the range of service awards approved by Tenth Circuit courts.

II. INCORPORATION BY REFERENCE

In the interest of efficiency, for factual and procedural background on this case, Plaintiff refers the Court to and hereby incorporates his Unopposed Motion for Preliminary Approval of Class Action Settlement filed on September 29, 2025 (ECF No. 36), and the accompanying exhibits, including the proposed Settlement Agreement, filed in conjunction therewith.

III. SUMMARY OF SETTLEMENT

The settlement negotiated on behalf of the Class provides for a \$400,000 non-reversionary Settlement Fund and a process through which Settlement Class Members can easily submit claims

¹ While Plaintiff here moves for attorneys' fees, costs, and service awards, Plaintiff will move for final approval of the settlement by separate motion, which will be filed before the Final Approval Hearing. A Proposed Order addressing both motions with the Final Approval Motion.

for substantial settlement benefits. The settlement provides for relief for the approximately 10,912 members of the Settlement Class defined as follows:

All individuals residing in the United States who were sent a notice by Summit informing them of the Data Incident Summit discovered in May 2024.

S.A. ¶ 46. The Settlement Class specifically excludes: (1) the judges presiding over this Action, and members of their direct families; (2) the Defendant, their subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or their parents have a controlling interest, and their current or former officers and directors; and (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline. *Id.*

In addition to the two forms of cash compensation and credit monitoring made available under this Settlement, Summit has confirmed that it has made certain changes to its information security and affirm the implementation of additional security measures to Class Counsel. Costs associated with these security-related measures will be paid by Defendant separate and apart from the Settlement Fund.

IV. PRELIMINARY APPROVAL

On October 20, 2025, this Court preliminarily approved the Settlement and ordered that notice be given to the Settlement Class. ECF No. 38. The Court provisionally appointed Plaintiff Brian Purnell as Class Representative and Terence R. Coates and Jonathan T. Deters of Markovits, Stock & DeMarco, LLC as Class Counsel. *Id.* ¶¶ 8-9. The Court also appointed Atticus Administration, LLC as Settlement Administrator. *Id.* ¶ 10. The Court approved the Short and Long Form Notices—which state the amount of fees that would be requested, the fact that litigation costs and expenses would be requested, and the amount of service awards that would be requested—as well as approved the plan for disseminating notice to the Settlement Class. *Id.* ¶ 10; *see also* ECF 36-1 at Exs. B, C. Court-approved notice was sent to the Settlement Class, and

Settlement Class Members have until January 20, 2026, to submit exclusion requests and to file and serve objections, if any. The claims period ends February 17, 2026. Plaintiff will report on notice and claims more extensively in his Motion for Final Approval and at the Final Approval Hearing on April 21, 20226.

As of December 31, 2025, the Settlement Administrator Atticus reports that, out of the approximately 10,912 individuals who were sent Notice, *zero* have objected to the Settlement, and none have filed a request for exclusion. Coates Fee Decl. ¶ 9. In an Order dated October 20, 2025, the Court set the Final Approval Hearing for April 21, 2026, and ordered that this motion be heard at that hearing. ECF No. 38. Plaintiff will submit a declaration from Atticus detailing the notice and claims administration with their Motion for Final Approval at least 14 days before that hearing, in accordance with of the Preliminary Approval Order. *Id.*

V. ARGUMENT

A. The Percentage-of-the-Benefit Method is the Appropriate Method Used to Calculate Attorneys' Fees in this Case.

Tenth Circuit courts utilize two main approaches to analyzing a request for attorneys' fees: the lodestar method and the percentage-of-fund (or percent-of-the-benefit or percent-of-the-recovery) method. *Brown v. Phillips*, 838 F.2d 451, 454 (10th Cir. 1988); *Uselton v. Com. Lovelace Motor Freight, Inc.*, 9 F.3d 849, 853 (10th Cir. 1993); *Gottlieb v. Barry*, 43 F.3d 474, 482 (10th Cir. 1994); *Brody v. Hellman*, 167 P.3d 192, 200 (Colo. App. 2007). Under the lodestar method, the number of hours reasonably expended by an attorney are multiplied by a reasonable rate, which is adjusted given the characteristics of a particular action. *Blum v. Stenson*, 465 U.S. 886, 888 (1984). Under the percentage-of-the-fund method, an award of fees is equal to some percentage of the common fund that the attorneys were successful in procuring during the litigation. *Brown*, 838 F.2d at 454; *Uselton*, 9 F.3d at 853; *Gottlieb*, 43 F.3d at 482.

The Tenth Circuit has recognized a “preference for the percentage of the fund method.” *Gottlieb*, 43 F.3d at 483; *Rosenbaum v. MacAllister*, 64 F.3d 1439, 1445 (10th Cir. 1995); *Useton*, 9 F.3d at 853; *see also Anderson v. Merit*, Nos. 07–cv–00916, 07–cv–01025, 2009 WL 3378526, at *2 (D. Colo. Oct. 20, 2009) (“Under Tenth Circuit law, attorneys’ fees in common fund cases are generally awarded on a reasonable percentage of the fund created.”); *Manual For Complex Litigation (Fourth)*, § 14.121 (the vast majority of courts of appeals now permit or direct district courts to use the percentage-fee method in common-fund cases).² In calculating the percentage, it is appropriate to compare the fee to the total amount recovered for the benefit of the class, even if some of the fund ultimately reverts to the defendant because some class members choose not to claim their share. *See Boeing Co. v. Van Gemert*, 444 U.S. 472, 481 (1980) (attorneys’ fees must be based on the value of the entire common fund, even if some beneficiaries make no claim); *Waters v. Intern. Precious Metals Corp.*, 190 F.3d 1291, 1298-98 (11th Cir. 1999); *Williams v. MGM-Pathe Commc’ns Co.*, 129 F.3d 1026, 1027 (9th Cir. 1997). It is also appropriate to include the amount of the attorneys’ fees in the common fund when calculating the proper percentage. *Manual For Complex Litigation, supra*, § 21.7 (proper calculation of settlement benefits includes all fee amounts paid by defendant in addition to class relief).

B. Plaintiff’s Request for Attorneys’ Fees Should be Approved.

1. Plaintiff’s Request for Attorneys’ Fees is in Line with the One-Third Customary Fee in Common Benefit Settlements.

² A lodestar crosscheck is not required in the Tenth Circuit. *See Peace Officers’ Annuity & Benefit Fund of G. v. DaVita Inc.*, No. 17-cv-0304, 2021 WL 2981970, at *3 (D. Colo. July 15, 2021) (slip copy) (stating lodestar crosscheck is not required in Tenth Circuit); *Chieftain Royalty Co. v. XTO Energy Inc.*, No. CIV-11-29, 2018 WL 2296588, at *3 (E.D. Okla. Mar. 27, 2018) (same); *Chieftain Royalty Co. v. Marathon Oil Co.*, No. CIV-17-334, 2019 WL 7758915, at *3 (E.D. Okla. Mar. 8, 2019) (slip copy) (holding “neither a lodestar nor a lodestar cross check is required”).

Plaintiff seeks \$133,333.33 in reasonable attorneys' fees and \$2,506.44 in actual expenses incurred during litigation. Plaintiff's fee request amounts to one-third of the total benefit created on behalf of the Settlement Class—the \$400,000 non-reversionary common fund, as outlined above. Federal district courts in this circuit have regularly held that the “customary fee” for a fee award in a common fund settlement is “approximately one-third of the economic benefit bestowed upon the class.” *Anderson v. Merit Energy Co.*, No. 07-cv-00916, 2009 WL 3378526, at *3 (D. Colo. Oct. 20, 2009) (stating that the customary fee in a common fund settlement is approximately one-third of the economic benefit bestowed upon the class); *Krant v. UnitedLex Corp.*, No. 23-2443, 2024 WL 5187565, at *7 (D. Kan. Dec. 20, 2024) (awarding attorneys' fees of one-third of the settlement fund in a similar data breach class action settlement.³ Plaintiff's one-third fee request is the “customary fee” from a common fund settlement and should be granted.

2. Other Factors Weigh in Favor of Approving the Fee Request.

Whether the Court uses the percentage-of-the-fund method or the lodestar method, the fee must be reasonable. *Brown*, 838 F.3d at 454, quoting *Ramos v. Lamm*, 713 F.2d 546, 552 (10th Cir. 1983). To determine the reasonableness of the fee, Tenth Circuit courts consider the factors

³ Order, *Wright v. Devon Energy Production Co., LP*, No. 22-CV-213 (Aug. 9, 2024), ECF No. 44 (awarding class counsel attorneys' fees equal to forty percent of the class settlement amount); Order, *Wake Energy, LLC v. EOG Resources*, No. 2:20-CV-00183 (Oct. 17, 2022), at 3-9, ECF No. 84 (awarding class counsel attorneys' fees equal to forty percent of the class settlement amount); *Shaw v. Interthinx*, No. 13-cv-01229, 2015 WL 1867861, at *6 (D. Colo. Apr. 22, 2015) (citing cases holding that fees within the 20%-50% range are “presumptively reasonable”); *Robertson v. Whitman Consulting Org., Inc.*, No. 19-cv-2508, 2021 WL 4947349, at *5-6 (D. Colo. Oct. 22, 2021), *R. & R. adopted*, 2021 WL 5826410 (Dec. 8, 2021) (awarding 40% of gross settlement amount plus costs); *Whittington v. Taco Bell of Am., Inc.*, No. 10-cv-01884, 2013 WL 6022972, at *6 (D. Colo. Nov. 13, 2013) (awarding fees and costs amounting to approximately 39% of the fund as a whole as “within the normal range” in a common fund case); *Davis v. Crilly*, 292 F. Supp. 3d 1167, 1174 (D. Colo. 2018) (awarding 37% of the gross settlement award).

articulated in *Johnson v. Georgia Highway Express, Inc.*, 488 F.2d 714, 717-19 (5th Cir. 1974).⁴ *Brown*, 838 F.3d at 454; *Gottlieb*, 43 F.3d at 482.

a. *The amount involved and the results obtained support approval of Class Counsel's fee request.*

As stated above, the Settlement provides remarkable benefits to Settlement Class Members. Every Settlement Class Member who submits a valid claim with the selection is eligible to receive three years of free credit and identity theft monitoring and protection services. Additionally, Class Members who have documented out-of-pocket harm can claim up to \$5,000 in reimbursement. Moreover, each Class Member can claim an estimated cash payment of approximately \$175.00 (assuming a claims rate of 10% of the 10,912-person Settlement Class). These are real, significant benefits that, without the efforts of Plaintiff and Class Counsel and their willingness to take on the attendant risks of litigation, would not have been made available to Settlement Class Members. Thus, this factor weighs heavily in favor of granting this fee request.

b. *The contingent nature of the case, the risks of litigation, preclusion of other employment by Class Counsel, and undesirability of the case all weigh in favor of Class Counsel's fee request.*

Class Counsel took this case on a purely contingent basis. Coates Fee Decl. ¶ 5. The retainer agreement Class Counsel has with Plaintiff does not provide for fees apart from those earned on a

⁴ A court does not need to specifically address each *Johnson* factor in a case. *Blanco v. Xtreme Drilling & Coil Servs., Inc.*, No. 16-cv-00249, 2020 WL 4041456, at *4 (D. Colo. July 7, 2020), citing *Gudenkauf v. Stauffer Commc'ns, Inc.*, 158 F.3d 1074, 1083 (10th Cir. 1998). Furthermore, “a court may assign different relative weights to the factors—that is, none of the factors is inherently equiponderant, preponderant, or dispositive.” *Stalcup v. Schlage Lock Co.*, 505 F. Supp. 2d 704, 705-06 (D. Colo. 2007). The factors also need not be exhausted in every case. *Jenkins v. Pech*, No. 8:14CV41, 2016 WL 715780, at *1 (D. Neb. Feb. 22, 2016). In a common fund case, the greatest weight is to be given to the monetary results achieved. In fact, the monetary results may be considered “decisive.” *Brown*, 838 F.2d at 456. Although the time and labor involved is a “relevant” factor, it should be assigned a lesser weight than the monetary results achieved, risks undertaken, and other factors that “predominate.” *Id.*

contingent basis, and, in the case of a class settlement, attorneys' fees are only to be awarded to Class Counsel as approved by the Court. *Id.* As such, attorneys' fees were not guaranteed in this case. *Id.* Class Counsel assumed significant risk of nonpayment or underpayment of attorneys' fees. *Id.* Thus, Class Counsel took on these significant risks knowing full well their efforts may not bear fruit. *Id.*

This case involved complexities inherent to data breach cases that are novel and evolving. *See Gordon v. Chipotle Mexican Grill, Inc.*, No. 17-cv-01415, 2019 WL 6972701, at *1 (D. Colo. Dec. 16, 2019) (“Data breach cases . . . are particularly risky, expensive, and complex.”); Krant, 2024 WL 5187565, at *3 (same). Due, at least in part, to the cutting-edge nature of data protection technology and the rapidly evolving law in this area, data breach cases like this one face substantial hurdles—even just to make it past the pleading stage. *See, e.g., Hammond v. The Bank of N.Y. Mellon Corp.*, No. 08 Civ. 6060, 2010 WL 2643307, at *1 (S.D.N.Y. June 25, 2010) (collecting data breach cases dismissed at the Rule 12(b)(6) or Rule 56 stage).

Plaintiff also faced the risk of failing to obtain class certification. *See, e.g., In re Hannaford Bros. Co. Customer Data Sec. Breach Litig.*, 293 F.R.D. 21 (D. Me. 2013) (denying class certification in data breach class action). Continued litigation would have required formal discovery, depositions, expert reports, maintaining class certification throughout trial, and summary judgment, as well as possible appeals (interlocutory and/or after the merits), which would require additional rounds of briefing and the possibility of no recovery at all.

Tenth Circuit courts “have consistently found that [contingency fee arrangements], under which counsel runs a significant risk of nonpayment, weigh [] in favor of the reasonableness of a requested fee award.” *Blanco*, 2020 WL 4041456, at *5-6 (approving requested 38% of settlement amount where attorneys worked on a contingent basis) (internal citations omitted); *Shaw v.*

Interthinx, No. 13-cv-01229, 2015 WL 1867861, at *8 (D. Colo. Apr. 22, 2015) (awarding \$2 million in attorneys' fees, representing 33⅓% of the maximum value of the common fund).

Accordingly, these factors weigh in favor of approval of the attorneys' fees request here.

c. The skill required to litigate this matter and Class Counsel's extensive experience in class action data breach litigation support the request for attorneys' fees.

As set forth above, the skill required to litigate data breach cases is great, in part due to the quickly evolving nature of data breach and privacy law. Here, the lawyers representing Plaintiff are some of the most experienced in this area of the practice. Coates Fee Decl. ¶ 3. Class Counsel worked hard on behalf of the Settlement Class to obtain information from Defendant regarding the Data Incident and analyzed that information, along with experience and the knowledge gained from other data breach class actions, to negotiate a favorable Settlement. *Id.* ¶ 10. The Settlement addresses the type of injury and repercussions sustained by Settlement Class Members in the wake of the Data Incident. Thus, this factor weighs in favor of Plaintiff's fee request.

d. The requested fee falls well within the range of attorneys' fees granted in similar cases.

Class Counsel's request for attorneys' fees of one-third of the common fund is reasonable compared to similar cases in the Tenth Circuit. *See, e.g.,* Order Granting Final Approval of Class Action Settlement, *Williams v. Air Methods, LLC*, No. 1:24-cv-00642-NRN (D. Colo. Jan. 13, 2025), ECF No. 36 (awarding attorneys' fees of one-third of \$240,000 common fund in a data breach class action); Order Granting Final Approval of Class Action Settlement, *Jones v. P2ES Holdings, LLC*, No. 23-cv-408 (D. Colo. Apr. 16, 2024), ECF No. 44 (awarding attorneys' fees of one-third of the \$1,250,000 common fund in a data breach class action); Order Granting Class Counsel's Mot. for Attys' Fees, *Droegemueller v. Petroleum Dev. Corp.*, Nos. 07-cv-1362, 07-cv-2508, 2009 WL 961539 (D. Colo. April 7, 2009) (awarding one-third without a lodestar cross-

check); *Robertson*, 2021 WL 4947349, at *5-6, *R. & R. adopted*, 2021 WL 5826410 (awarding 40% of gross settlement amount plus costs without a lodestar crosscheck); *Johnson*, 2021 WL 2550165, at *2 (awarding 40% of gross settlement value without lodestar crosscheck); *Farley v. Fam. Dollar Stores, Inc.*, No. 12-cv-00325, 2014 WL 5488897 (D. Colo. Oct. 30, 2014) (awarding 33% attorneys' fees and costs without performing lodestar crosscheck). This fee request falls well within the range of attorneys' fee awards in this found "presumptively reasonable." *See, e.g., Brody*, 167 P.3d at 203. Awards of one-third or more of a common fund are commonplace in similar privacy cases in the Tenth Circuit and other circuits. *See, e.g., Braver v. Northstar Alarm Servs., LLC*, No. CIV-17-0383, 2020 WL 6468227, at *6 (W.D. Okla. Nov. 3, 2020) (awarding one-third of the common fund in attorneys' fees); *Birchmeier v. Caribbean Cruise Line, Inc.*, 896 F.3d 792, 795 (7th Cir. 2018) (affirming "the sum of 36% of the first \$10 million" for attorneys' fees).

e. A Summary Lodestar Crosscheck Confirms the Reasonableness of the Fees Requested.

Although no lodestar crosscheck is required, a summary lodestar crosscheck confirms the reasonableness of the fees requested here. Class Counsel have expended 125.05 hours of work on this matter to date. Coates Fee Decl. ¶ 6. At the normal billing rates of participating counsel, that have been approved by courts across the country, this equates to a lodestar of \$84,454.40, and the fees requested represent a current lodestar multiplier of approximately 1.58 (\$133,333.33 divided by \$84,454.40). Courts in this circuit have found that lodestar multipliers of roughly 1.5 are "well within the range of fees customarily awarded in complex litigation." *Brody*, 167 P.3d at 203 (collecting cases upholding multipliers in excess of 1.5). Class Counsel expect to expend another roughly 50 hours of time consummating this Settlement, including preparing and filing a motion for final approval, attending the Final Approval Hearing, assisting Settlement Class Members with

their claims and answering their questions, and working with the Settlement Administrator on claims administration and distribution of benefits to the Settlement Class. Coates Fee Decl. ¶ 6. Accordingly, the lodestar fully supports the fees requested.

C. Plaintiff’s Requested Costs are Reasonable and Should be Granted.

“[A]n attorney who creates or preserves a common fund for the benefit of a class is entitled to receive reimbursement of all reasonable costs incurred.” *Vaszlavik v. Storage Corp.*, No. 95-B-2525, 2000 WL 1268824, at *4 (D. Colo. Mar. 9, 2000) (internal citation omitted); *Peace Officers’ Annuity & Benefit Fund of Ga.*, 2021 WL 2981970, at *4. Due to Class Counsel’s ability to reach an efficient and excellent settlement for Settlement Class Members, expenses are very modest and total \$2,506.44, which is below the \$15,000 cap on expenses contemplated by the Settlement Agreement. Coates Fee Decl. ¶¶ 7-8. These reimbursable and reasonable expenses are related to: (a) filing and service fees; (b) copy and postage expenses (c) legal research; (d) postage/FedEx costs; and (e) travel expenses. *Id.* These costs and expenses were necessary to prosecute this case and are modest in comparison to the enormous costs that likely would have been incurred if litigation continued. *Id.* The Court should grant Class Counsel’s request for \$2,506.44 in expenses, in addition to the \$133,333.33 in reasonable attorneys’ fees sought.

D. Plaintiff’s Request for Service Award is Reasonable and Should be Granted

Courts in the Tenth Circuit “regularly give incentive awards to compensate plaintiffs for the work they perform—their time and effort invested in the case.” *Chieftain Royalty Co. v. Enervest Energy Institutional Fund XIII-A, LP*, 888 F.3d 455, 468 (10th Cir. 2017). Service awards are an “efficient and productive way to encourage members of a class to become class representatives, and to reward the efforts they make on behalf of the class.” *Luken Fam. Ltd. P’ship, LLLP v. Ultra Res., Inc.*, No. 09-cv-01543, 2010 WL 5387559, at *8 (D. Colo. Dec. 22,

2010). For his efforts on the case, Plaintiff seeks a Service Award in the amount of \$4,000. S.A. ¶ 44. Plaintiff was actively engaged in this action, which included assisting in the investigation of the case, producing relevant documents, reviewing and approving pleadings and Settlement documents, and answering counsel's many questions. Coates Fee Decl. ¶¶ 11-12. Moreover, the modest Service Award request falls well below the range of service awards that have been approved by courts in this circuit. *See, e.g.,* Order Granting Final Approval, *Jones v. P2ES Holdings, LLC*, No. 23-cv-408 (D. Colo. Apr. 16, 2024), ECF No. 44 (\$5,000 service awards in a data breach class action); *Luken Fam. Ltd. P'ship*, 2010 WL 5387559, at *8 (awarding \$10,000 service award); *Tuten v. United Airlines, Inc.*, 41 F. Supp. 3d 1003, 1010 (D. Colo. 2014) (awarding \$15,000 service award). The Service Award request is also in line with other awards from data breach cases around the country. Coates Fee Decl. ¶ 11. Thus, this Court should grant the requested Service Awards.

VI. CONCLUSION

Class Counsel, with Plaintiff's assistance, have made significant benefits available to Settlement Class Members. In return, Plaintiff seeks reasonable attorneys' fees of one-third of the Settlement Fund, expenses of \$2,506.44, and a reasonable Service Award of \$4,000 commensurate with those regularly approved by courts sitting in the Tenth Circuit. The requested attorneys' fees, expenses, and service awards are reasonable, and should be approved.

Dated: January 6, 2026

Respectfully submitted,

/s/ Terence R. Coates

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CERTIFICATE OF SERVICE

I hereby certify that on January 6, 2026, I served the foregoing upon counsel for all parties by filing it with the Court's electronic-filing system, in accordance with Fed. R. Civ. P. 5(b)(2)(E).

/s/ Terence R. Coates
Terence R. Coates (0085579)