

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 FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

I, Terence R. Coates, hereby state that the following is true and accurate and based on my personal knowledge:

1. The Settlement Agreement reached by the parties was negotiated at arm's length and is the result of hard bargaining. The \$400,000 non-reversionary common fund Settlement was reached only after fully briefing a motion to dismiss, sufficient factual investigation and discovery, and months of negotiations with experienced defense counsel. The Settlement Fund will resolve claims arising from the Summit National Bank Data Incident that impacted approximately 10,725 individuals. These facts strongly support that there was no collusion or illegality within the settlement process.

2. The Settlement was reached after Defendant produced informal discovery responses addressing the number of individuals whose information was impacted in the Data Incident, the notice that was sent to those individuals broken down by state, the ransom response, cybersecurity enhancements Defendant implemented, and other information about the Data Incident.

THE SETTLEMENT IS A SUBSTANTIAL RECOVERY FOR THE CLASS

3. A \$400,000 non-reversionary settlement for roughly 10,725 class members is a substantial recovery for the Class. Class Counsel's opinion that this \$400,000 Settlement is fair and reasonable for the approximately 10,725 Class Members is informed by other data breach class action settlements based on the per class member recovery amount. Class Counsel and Plaintiff believe that the Settlement in this case is fair and reasonable in that it exceeds the settlement amount recovered per class member in certain recent data breach class action settlements.

THE CLASS OVERWHELMINGLY SUPPORTS THE SETTLEMENT

4. A factor to consider in determining whether a settlement is fair, reasonable, and adequate is to review the Class's reaction to the settlement. As of April 7, 2026, of the roughly 9,873 Class Members who received direct notice of the Settlement, 665 Class Members submitted valid claims for compensation under the Settlement, meaning that over 6.2% of the total Class submitted claims. Class Counsel have represented plaintiffs in many other data breach class action settlements, and a claims rate exceeding 5% is a fair and reasonable claims rate in a data breach class action. In addition to the roughly 6.2% claims rate, no Class Member objected to the terms of the Settlement or the Settlement relief offered to all Class members, and zero Class Members requested to opt out of the Settlement. The roughly 6.2% claims rate and no objections or opt-outs to the Settlement are strong indicators that the Class overwhelmingly supports the Settlement.

5. The 6.2% claims rate also indicates that the notice program executed in this case was successful. In addition to the direct notice that was issued to Class Members, Atticus Administration, LLC ("Atticus"), the Settlement Administrator, also posted the claims form, settlement agreement, long form notice, motion for preliminary approval, and the motion for attorneys' fees, expenses, and class representative service awards on the Settlement Website. Class

Counsel worked closely with the Settlement Administrator to develop and implement the notice program preliminarily approved by the Court.

CLASS COUNSEL'S EXPENSES

6. Under the Settlement, Class Counsel may seek up to one-third of the Settlement Fund (\$133,333.33) as attorneys' fees and up to \$20,000.00 in expenses. In the September 29, 2025 Declaration of Terence Coates in Support of Plaintiff's Motion for Attorneys' Fees, Expenses, and Class Representative Service Awards (ECF No. 41-1), Class Counsel listed expenses of \$2,506.44.

THE CLASS REPRESENTATIVE ACTIVELY PARTICIPATED IN THIS LITIGATION

7. Plaintiff Brian Purnell was an active participant in this case, 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's interests. Accordingly, the \$4,000.00 Service Award to the Class Representative is reasonable given his efforts on behalf of the Class and his willingness to serve as the public face of this litigation. Furthermore, the Class Representative Service Award here is less than what has been finally approved in other common fund data breach class action settlements. *See, e.g., Lutz v. Electromed, Inc.*, No. 0:21-cv-02198, 2023 WL 4362813, at *1 (D. Minn. July 6, 2023) (granting final approval of a class representative service award of \$9,900 in a data breach class action).

8. Plaintiff was informed about the status of settlement negotiations and remained engaged as the Class Representative at all times during the pendency of this matter. He has no conflicts with the Class he represents.

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

9. Class Counsel and Plaintiff believe that the Settlement is fair, reasonable, and adequate. Furthermore, there are no undisclosed agreements made in connection with this Settlement.

10. Furthermore, in my experience in handling many data breach class action cases for plaintiffs, I can confirm that the \$400,000 non-reversionary common fund settlement is fair and reasonable for 10,725 Class Members, especially considering the roughly 6.2% claims rate in this case. Accordingly, final approval of class action settlement is warranted in this case.

11. Additionally, by the time the Settlement in principle was reached, Plaintiff and Plaintiff's Counsel were well informed of the strengths and weaknesses of the Action. Indeed, the Settlement was achieved only after: a thorough pre-complaint investigation that culminated in the preparation of a detailed complaint; the consideration of relevant informal discovery; the preparation of a opposition to the motion to dismiss; numerous discussions with Plaintiff concerning possible settlement terms and potential improvements to offers made by Defendant; and intense settlement negotiations that included an exchange of information between the Parties about the Data Incident, potential damages, and the input of Plaintiff.

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

Executed on April 7, 2026, at Bradenton Beach, Florida.

/s/ Terence R. Coates
Terence R. Coates