UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION AT DAYTON

IN RE MOTILITY DATA BREACH LITIGATION	Case No. 3:25-cv-00330 Judge Walter H. Rice Magistrate Judge Caroline H. Gentry

DECLARATION OF TERENCE R. COATES IN SUPPORT OF PLAINTIFFS' MOTION FOR ATTORNEYS' FEES, COSTS AND SERVICE AWARDS AND FINAL APPROVAL OF CLASS ACTION SETTLEMENT

I, Terence R. Coates, being first duly sworn and cautioned, depose and state as follows:

1. I am the managing partner of the law firm Markovits, Stock & DeMarco, LLC ("MSD"). I am one of the preliminarily-approved Class Counsel for Plaintiffs in this matter and have monitored my firm's and my co-counsel's participation in this matter from September 2025 to the present. The contents of this Declaration are based upon my own personal knowledge, my experience in handling many class action cases, and the events of this litigation. I am the current President of the Cincinnati Bar Association, Executive Director of the Potter Stewart Inn of Court, and a recent appointed member of the Southern District of Ohio Local Rules Committee.

2. As Counsel for Plaintiffs in this litigation, I have been involved in all aspects of the case, including:

a. Managing this litigation on behalf of the Plaintiffs and communicating with Defendant's counsel;

b. Working with Defendant's counsel to negotiate the terms of the Settlement Agreement, including the content of the Class Notice;

c. Overseeing my firm's handling of this Action;

d. Drafting and reviewing all relevant filings on behalf of Plaintiffs and the

Class, including not limited to, the Settlement Agreement and its exhibits, and the Motion for Preliminary Approval;

e. Selecting the proposed Settlement Administrator, Epiq;

f. Working with Epiq, the Settlement Administrator, to prepare and finalize the content of the notice program materials;

g. Developing and implementing case strategy; and,

h. Working with co-counsel to efficiently divide tasks to be performed for the benefit of the Class.

3. Because this litigation and settlement process remains on-going, I anticipate that my future involvement implementing the settlement will include the following tasks:

a. Drafting additional filings related to the proposed request for final approval;

b. Reviewing and responding to any potential objections;

c. Overseeing and managing the ongoing notice program;

d. Overseeing and managing the claims process;

e. Preparing for and attending the Fairness Hearing;

f. Interacting and corresponding with Defendant's counsel;

g. Responding to class member inquiries; and,

h. Overseeing the distribution of settlement payments to class members submitting Valid Claims.

4. Class Counsel have represented Plaintiffs on a contingent fee basis in this Action and have received no payment for legal services rendered to date. Class Counsel have substantial experience handling data breach class actions, in that collectively Class Counsel have represented plaintiffs in over 200 data breach class actions over the past five years.

5. Defendant is also represented by attorneys who are very experienced with handling the defense of data breach class actions like this one.

THE PARTIES' NEGOTIATIONS

6. The Settlement Agreement was negotiated at arm's length and the $4,949,500.00 non-reversionary common fund reached by the Parties was the result of hard bargaining.

7. Following consolidation of the Action, in order to conserve resources, the Parties began discussions to explore a potential resolution to this litigation. The Parties scheduled a mediation with experienced class action mediator Bennett G. Picker of Stradley Ronon Stevens & Young, LLP.

8. Before mediation, Class Counsel sent Defendant a targeted list of confidential informal discovery requests pursuant to Federal Rule of Evidence 408. Defendant responded by producing information about the number of impacted individuals, the states in which they resided, the categories of Private Information involved, and the security enhancements taken since the Data Incident. In addition, the Parties prepared detailed mediation submissions setting forth their respective views as to the strengths of Plaintiffs' case and Defendant's defenses.

9. On February 6, 2026, the Parties attended a full-day mediation with Mr. Picker. At all times, the settlement negotiations were highly adversarial, non-collusive, and conducted at arm's length. After exchanging numerous settlement proposals under the guidance of Mr. Picker, the Parties agreed to the material terms of the Settlement to resolve all claims on a class-wide basis. Thereafter, the Parties engaged in engaged in many months of intense negotiations to finalize the terms of the Settlement Agreement, ultimately establishing a non-reversionary common fund settlement of $4,949,500.00 to resolve all claims related to the Data Incident for the Settlement Class.

10. Importantly, the Parties did not negotiate Class Counsel's attorneys' fees and cost or Service Awards for Plaintiffs until after they agreed on material terms of the Settlement to benefit the Settlement Class

11. Plaintiffs and the Class faced serious hurdles proceeding with this litigation. Indeed, if litigation were to proceed in the absence of the Settlement, Defendant would likely move to dismiss Plaintiffs' claims. Thereafter, Plaintiffs would still need to certify a class and/or classes in the face of a contested motion for class certification. Class certification in data breach class actions is far from routine. *See In re Onix Grp., LLC Data Breach Litig*., No. 23-2288, 2024 WL 5107594, at *14 (E.D. Pa. Dec. 13, 2024) ("Plus, data breach cases are inherently risky and present unique challenges to establish standing and obtain class certification."). Given the anticipated delay that would follow the briefing of a motion for class certification, including the likely appeal that the losing party would file, Plaintiffs made the informed decision that resolving the case for a $4,949,500.00 non-reversionary common fund was in the Class's best interests. Through a settlement now, Plaintiffs and Class Members are able to receive real, tangible monetary cash payments without the risk of receiving nothing at all and without the burden of increased litigation expenses.

12. I have represented many Plaintiffs in data privacy class action lawsuits in state and federal courts across the United States. During the course of these representations, I have frequently discussed and negotiated cybersecurity enhancements with defendants' counsel as a component of the settlement of class claims. In my experience, defendants are reluctant to place detailed cybersecurity enhancements into the public realm. Instead, defense counsel usually prefer to generally describe the cybersecurity enhancements to the extent they are asked about the cybersecurity enhancements/business practice changes by the court. As part of the settlement

process here, Defendant have discussed with Class Counsel, in confidence, cybersecurity enhancements they had either implemented or were preparing to implement.

<u>THE CLASS SUPPORTS THE SETTLEMENT</u>

13. A factor to consider in determining whether a settlement is fair, reasonable, and adequate is the Class's reaction to the settlement. As of July 21, 2026, Settlement Class Members submitted 35,253 Claim Forms (7,696 online and 27,557 paper) under the Settlement, meaning there is a 4.93% claims rate. A claims rate of 4.93% in a data breach settlement is reasonable. Class Counsel have represented plaintiffs in many other data breach class action settlements and understand that data breach class actions historically have received claims rates between 1-3%. In addition to the 4.93% claims rate, no Settlement Class Members have objected to the Settlement and only five (5) Settlement Class Members have opted out of the Settlement. These factors are strong indicators that the Class overwhelming supports the Settlement.

14. The following chart identifies claims rates in recent common fund data breach class action settlement also including a cash payment as a settlement benefit. My firm has been a member of plaintiffs' counsel or I have spoken with the plaintiffs' counsel in each of the following cases in compiling this chart:

Case Name	**Case Number**	**Claims Rate**
Hendrix v. Marshall & Melhorn	No. 3:23-cv-1181 (N.D. Ohio)	0.47%
Williams v. Air Methods LLC	No. 1:24-cv-00642 (D. Colo.)	2.47%
Kohn v. Loren Stark Co., Inc.	No. 4:23-cv-3035 (S.D. Tex.)	2.77%
Boykin v. Choice Health Insurance, LLC	No. 4:22-cv-3940 (D.S.C.)	3.51%
Pederson v. AAA Collections, Inc.	No. 4:22-cv-4166 (D.S.D.)	4.0%
Lutz v. Electromed, Inc.	No. 21-cv-2198 (D. Minn.)	4.0%
In re Cinfed Federal Credit Union Data Breach Litigation	No. 1:23-cv-776 (S.D. Ohio)	4.34%
Tucker v. Marietta Area Healthcare	No. 2:22-cv-184 (S.D. Ohio)	6.2%

Lamie v. Lendingtree, LLC	No. 3:22-cv-637 (W.D.N.C.)	7.43%
Marshall v. Lamoille Health Partners	No. 2:22-cv-166 (D. Vt.)	9.37%
Migliaccio v. Parker Hannifin, Corp.	No. 1:22-cv-835 (N.D. Ohio)	9.89%
Abrams v. Savannah Coll. of Art & Design, Inc.	No. 1-22-cv-4297 (N.D. Ga.)	10.8%

15. Class Counsel projected the *pro rata* Alternate Cash payment component of the Settlement to be $75.00. Class Counsel anticipates having more definite prediction of the amount of the Alternate Cash payment, the number of valid claims, and the total dollar amount of Documented Losses validated and approved for payment by the Final Approval Hearing. Notably, the Alternate Cash payment is just one of two monetary settlement benefits made available to the Class.

16. The *pro rata* cash payments available in this case are similar to those offered and finally approved in other similar data breach common fund class action settlements:

Case Name	**Case Number**	**Pro Rata Payment Projected**	**Pro Rata Payment Amount**
Williams v. Air Methods LLC	No. 1:24-cv-642 (D. Colo.)	$75.00	$89.75
Kohn v. Loren Stark Co., Inc.	No. 4:23-cv-3035 (S.D. Tex.)	$70.00	$70.00 (capped)
Boykin v. Choice Health Insurance, LLC	No. 4:22-cv-03940 (D.S.C.)	$50.00	$147.71
Pederson v. AAA Collections, Inc.	No. 4:22-cv-4166 (D.S.D.)	$50.00	$141.96
Marshall v. Lamoille Health Partners	No. 2:22-cv-166 (D. Vt.)	$50.00	$49.80
Tucker v. Maritta Area Healthcare	No. 2:22-cv-184 (S.D. Ohio)	$50.00	$50.05
Abrams v. Savannah College of Art & Design, Inc.	No. 1-22-cv-4297 (N.D. Ga.)	$50.00	$67.60
Phillips v. Bay Bridge Administrators	No. 1:23-cv-00022 (W.D. Tex.)	$50.00	$103.00
Phelps v. Toyotetsu N. Am.	No. 6:22-cv-106 (E.D. Ky.)	$250.00	$285.00

CLASS COUNSEL'S LODESTAR & EXPENSES

17. Class Counsel took on this Litigation on a purely contingent basis. As such, Class Counsel assumed a significant risk of nonpayment or underpayment.

18. Class Counsel worked efficiently and diligently to forge a strong recovery for the Class, expending substantial time and resources, which could have otherwise been spent on other fee-generating matters, to ultimately reach the Settlement

19. Under the Settlement, Class Counsel may seek up to one third of the Settlement Fund ($1,649,833.33) plus reimbursement of costs. To date, Class Counsel has incurred reasonable costs and expenses of $17,105.61.

20. Class Counsel's current lodestar and litigation costs and expenses are summarized below:

Markovits, Stock & DeMarco, LLC

Timekeeper	Position	Hourly Rate	Hours	Lodestar
Terence R. Coates	Managing Partner	$950.00	63.2	$60,040.00
Dylan J. Gould	Partner	$695.00	20.8	$14,456.00
Jonathan T. Deters	Attorney	$675.00	18.3	$10,327.50
Spencer D. Campbell	Attorney	$485.00	13.6	$3,637.50
Isabel DeMarco	Attorney	$485.00	14.0	$6,790.00
Ashley S. Paver	Paralegal	$300.00	6.5	$1,9500.00
Monse Muniz	Paralegal	$250.00	0.1	$25.00
TOTAL			**136.5**	**$102,209.50**

Description	Amount
Mediation	$3,250.00
Filing Fees and Service	$1,600.00
Travel	$92.08
Copies	$84.50
TOTAL	**$5,026.58**

Strauss Borrelli PLLC

Timekeeper	Position	Hourly Rate	Hours	Lodestar
Samuel Strauss	Partner	$800.00	12.8	10,240.00
Raina Borrelli	Partner	$800.00	10.7	8,560.00
Carly Roman	Associate	$600.00	3.4	2,040.00
Stephen Pigozzi	Associate	$600.00	17.9	10,740.00
Megan Wang	Paralegal	$200.00	0.3	60.00
John Erickson	Legal Assistant	$150.00	0.5	75.00
TOTAL			**45.6**	**$31,715.00**

Description	Amount
Mediation	$3,250.00
Research	$1,247.69
Pro Hac Vice	$150.00
TOTAL	**$4,647.69**

Kopelowitz Ostrow P.A.

Timekeeper	Position	Years of Experience	Hourly Rate	Hours	Lodestar
Jeff Ostrow	Partner	29	$1,100.00	28.8	$31,680.00
Steven P. Sukert	Partner	8	$815.00	16.11	$13,129.65
Andrew Hausdorff	Associate	1	$450.00	14.5	$6,525.00
TOTAL				**59.41**	**$51,334.65**

Description	Amount
Filing Fees	$405.00
Process Service	$63.60
Postage/FedEx Recovery	$46.94
Mediation	$3,250.00
TOTAL	**$3,765.54**

Milberg PLLC

Timekeeper	Position	Hourly Rate	Hours	Lodestar
Gary Klinger	Senior Partner	$1,019.00	68.5	$69,801.50
David Lietz	Senior Partner	$1,227.00	27.9	$34,233.40

Carolyn Cuneo	Senior Associate	$1,019.00	24.3	$24,761.70
Mark Svensson	Associate	$625.00	35.3	$22,062.50
Casondra Turner	Senior Counsel	$1,019.00	0.4	$407.60
Sandra Passanisi	Paralegal	$277.00	14.7	$4,071.90
Ashley Tyrell	Paralegal	$277.00	1.9	$526.30
Heather Sheflin	Paralegal	$277.00	1.2	$332.40
Kendal McLaughlin	Paralegal	$277.00	0.3	$83.10
TOTAL			**174.5**	**$156,280.30**

Description	Amount
Mediation	$3,250.00
Filing Fees and Service	$405.00
Online fees (PACER, et al)	$10.80
TOTAL	**$3,665.80**

21. As reflected above, Class Counsel have devoted a total of 416 hours to the prosecution, settlement, and administration of this Action, resulting in a current lodestar of $314,539.45, with the Final Approval Hearing yet to come.

22. This currently represents a lodestar multiplier of roughly 4.8. Class Counsel expects to expend approximately 30-40 hours of additional time and effort in attending the Final Approval Hearing, overseeing the distribution of settlement benefits, and continuing to work with Settlement Class Members and Epiq to administer the Settlement. Based on the $314,539.45 in lodestar accrued to date, Class Counsel expects that they will have a 4.4 final multiplier. Courts within this District often approve attorneys' fees request with similar multipliers. *See Dillow v. Home Care Network, Inc.*, No. 1:16-cv-612, 2018 WL 4776977, at *7 (S.D. Ohio Oct. 3, 2018) (citing *Lowther v. AK Steel Corp.*, No. 1:11-cv-877, 2012 WL 6676131, at *5 (S.D. Ohio Dec. 21, 2012) (approving 3.06 multiplier and citing cases with multipliers ranging from 4.3 to 8.5)); *In re Cardinal Health Inc. Sec. Litig.*, 528 F. Supp. 2d 752, 767 (S.D. Ohio 2007) (approving multiplier of 5.9).

23. A one-third fee award from a common fund class action settlement is standard in the Sixth Circuit and in Ohio. Recently, another Ohio federal court awarded attorneys' fees of one-third of the common fund in a similar data breach class action settlement. *In re Marshall & Melhorn, LLC Data Breach Litig*., No 3:23-cv-1181, ECF No. 34, ¶ 7 (N.D. Ohio Jan. 13, 2025).

The $2,000 SERVICE AWARDS ARE REASONABLE GIVEN PLAINTIFFS' EFFORTS IN THIS ACTION

24. Each Class Representative has reviewed the Settlement, the fee request, and the requested expense reimbursement, and each supports Class Counsel's application as filed.

25. Plaintiffs have been attentive to this litigation and thorough advocates for the Class. They provided the information necessary to draft and verify the pleadings, reviewed the complaints, assisted in responding to informal discovery, reviewed key case documents, remained in touch with Class Counsel throughout the pendency of this litigation, answered Class Counsel's many questions, and reviewed the terms of and approved the Settlement Agreement. Plaintiffs have no conflicts with the Class they seek to represent. Accordingly, the $2,000 Service Awards are reasonable and justified.

26. Ohio state courts routinely approve service awards of $2,000 or more in data breach class actions. *See* Judgment & Order Granting Final Approval of Class Action Settlement, Attorneys' Fees, Expenses, and Class Representative Service Awards, *Pascute v. Amotec, Inc.*, No. CV-23-975539 (Cuyahoga Ohio Com. Pl. Feb. 23, 2024) (awarding service awards of $5,000 to each class representative); Final Approval Order and Judgment of Dismissal with Prejudice, *Wade v. U.S. Bank Nat'l Assoc.*, No. A 1501522 (Hamilton Ohio Com. Pl. Sept. 26, 2017) (awarding service awards of $3,500 to each class representative); Final Order and Judgment Approving Settlement, Certifying Class for Settlement Purposes, Awarding Class Counsel Attorneys' Fees and Dismissing Action with Prejudice, *Kanet v. Third Fed. S. & L. Assoc. of*

Cleveland, No. A 1302473 (Hamilton Ohio Com. Pl. Mar. 11, 2014) (awarding $2,350 incentive award).

27. Furthermore, Ohio federal courts routinely approve service awards of more than $2,000 or more in data breach class action settlements. *See In re Marshall & Melhorn, LLC Data Breach Litig.*, No 3:23-cv-1181, ECF No. 34, ¶ 7 (N.D.Ohio Jan. 13, 2025) ($2,500 service awards); *Migliaccio v. Parker Hannifin Corp.*, No. 1:22-cv-835, Doc. 42, ¶ 7 (N.D. Ohio Aug. 2, 2023) ($3,500 service awards); *Tucker v. Marietta Area Health Care Inc.*, No. 1:11-cv-184, Doc. 38, ¶ 7 (S.D. Ohio Dec. 8, 2023) ($5,000 service awards), *Phelps v. Toyotetsu N. Am.*, No. 6:22-cv-106, Doc. 47, PageID # 542 (E.D. Ky. Oct. 25, 2023) ($5,000 service award), and *Jackson v. Nationwide Retirement Solutions, Inc.*, 2024 WL 958726, at *7 (S.D. Ohio Mar. 5, 2024) ($5,000 service awards to each of the class representatives)

28. Finally, through my experience in handling many data breach class action cases for plaintiffs, I can confirm that the Settlement reached here is fair and reasonable for the 714,713 Settlement Class Members. I am also aware that my co-counsel are litigating over 100 data breach class actions for plaintiffs and also opine that the Settlement is fair and reasonable. There are no undisclosed agreements under Fed. R. Civ. P 23(e)(3).

* * * * * * * * * * * * *

I declare under penalty of perjury that the foregoing is true and correct, pursuant to 28 U.S.C. § 1746(2).

Executed in Seattle, Washington, on July 23, 2026.

/s/ Terence R. Coates
Terence R. Coates