

**IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI  
AT INDEPENDENCE**

JAMES MERRELL, CASSIE MERRELL,  
MONICA COUNTERMAN, and STEPHANIE  
KNISLEY, on behalf of themselves and all  
others similarly situated,

Plaintiffs,

vs.

EQUITY BANK,

Defendant.

CASE NO. 2216-CV02011

**DECLARATION OF LYNN A. TOOPS IN SUPPORT OF  
MOTION FOR APPROVAL OF ATTORNEYS' FEES, EXPENSES, AND SERVICE  
AWARDS FROM SETTLEMENT FUND**

I, Lynn A. Toops, declare:

1. Along with my co-counsel, I represent Plaintiffs and the Settlement Class in the above-entitled action (collectively, "Class Counsel"). I make this declaration based on my own personal knowledge.

2. In 2022 and 2023, Plaintiffs initiated separate class action suits in courts in Kansas and Missouri challenging Defendant's practices of assessing overdraft fees on transactions that did not overdraw accounts, charging overdraft fees on debit card transactions authorized on positive balances, and charging multiple overdraft or nonsufficient funds fees on the same item (the "Challenged Fees"). In the *Counterman* and *Merrell* actions, Defendant moved to dismiss the petitions, which the trial courts denied. In the *Knisley* action, Defendant moved to compel arbitration, which Plaintiff defeated and then ultimately prevailed upon in Defendant's appeal to the Kansas Court of Appeals. Thereafter, the parties engaged in significant discovery including

voluminous document production, Plaintiff Knisley's deposition, and a corporate representative deposition of Defendant.

3. In the course of litigating this matter, Class Counsel recorded advancing no less than \$44,876.22 in litigation expenses consisting of mediation fees (\$19,699), deposition and court reporter fees (\$11,578.71), filing, pro hac vice and Court fees (\$4,573.99), travel (\$4,477.09), expert fees (\$3,850.00), FedEx and courier fees (\$378.08), copying, scanning, and document fees (\$244.85), and service of process (\$74.50). In addition, Class Counsel spent hundreds of hours in attorney time litigating the case over several years and have recorded a total lodestar at their normal hourly rates that exceeds the requested \$500,000 fee. Class Counsel did so on a contingent basis, meaning Class Counsel bore the risk that they might never be repaid their expenses or paid anything for their time if the lawsuit did not result in a recovery for the Class.

4. The claims in this case involve knowledge of complex banking practices. Class Counsel have experience litigating such cases across the country, and the requested fee of 28% of the Value of the Settlement is less than the one-third (33.33%) fee routinely awarded to Class Counsel by courts across the country, including in Missouri. *See, e.g., Holt v. CommunityAmerica Credit Union*, No. 4:19-CV-00629-FJG, 2020 WL 12604384, at \*1 (W.D. Mo. Dec. 8, 2020) (awarding counsel one-third of the value of the settlement as attorneys' fees in bank fee class action settlement); *Chambers v. Together Credit Union*, No. 19-CV-00842-SPM, 2021 WL 1948452, at \*2 (S.D. Ill. May 14, 2021) (same); *Hinton v. Atlantic Union Bank*, No. 3:20-cv-651-JAG, ECF No. 30 (E.D. Va. Mar. 31, 2022) (same); *Bodnar v. Bank of Am., N.A.*, No. CV 14-3224, 2016 WL 4582084, at \*4 (E.D. Pa. Aug. 4, 2016) (same, 33% fee award); *Thornton v. German Am. Bancorp*, No. 49D01-2007-PL-022667 (Ind. Comm'l Ct. July 15, 2022) (same); *Darty v. Scott Credit Union*, No. 19L0793 (Ill. Cir. Ct. July 13, 2022) (same); *James v. Georgia United Credit Union*, No. 19-

A-09050-7 (Ga. Super. Ct. Mar. 10, 2022) (same); *Hall v. MidwestOne Bank*, No. LACV082148 (Iowa Dist. Ct. Feb. 21, 2022) (same); *Harris v. Centier Bank*, No. 45D01-2101-PL-000072 (Ind. Super. Ct. Jan 28, 2022) (same); *Pryor v. Eastern Bank*, No. 1984CV03467-BLS1 (Mass. Bus. Ct. Jan. 3, 2022) (same); *Howell v. Eastman Credit Union*, No. C42517 (Tenn. Cir. Ct. Oct. 20, 2021); *Yarski v. Knoxville TVA Employees Credit Union*, No. 3-220-19 (Tenn. Cir. Ct. July 21, 2021) (same); *Almon v. Independence Bank*, No. 19-CI-00817 (Ky. Cir. Ct. June 18, 2021) (same); *MJ Evans Beauty v. Bremer Bank, N.A.*, No. 27-cv-19-19390 (Minn. Dist. Ct. Apr. 15, 2021) (same); *Norwood v. The Camden Nat'l Bank*, No. BCD-CV-2020-13 (Me. Bus. Ct. Dec. 11, 2020) (same); *Johnson v. Elements Fin. Credit Union*, No. 49D01-2001-PL-004706 (Ind. Comm'l Ct. Oct. 29, 2020) (same); *Plummer v. Centra Credit Union*, No. 03D01-1804-PL-001903 (Ind. Super. Ct. Oct. 2, 2020) (same); *Terrell v. Fort Knox Fed. Credit Union*, No. 19-CI-01281 (Ky. Cir. Ct. Oct. 2, 2020) (same); *Hawley v. ORNL Fed. Credit Union*, No. B9LA0107 (Tenn. Cir. Ct. Jun. 15, 2020) (same); *Martin v. L&N Fed. Credit Union*, No. 19-CI-002873 (Ky. Cir. Ct., Jun. 8, 2020); *Tisdale v. Wilson Bank & Trust*, No. 19-400-BC (Tenn. Bus. Ct. Mar. 18, 2020) (same); *Hill v. Ind. Members Credit Union*, No. 49D02-1804-PL-016174 (Ind. Super. Ct. Jan. 21, 2020) (same); *Graves v. Old Hickory Credit Union*, No. 19-475-II (Tenn. Chanc. Ct. Sept. 3, 2019) (same)).

5. In addition to Class Counsel, the Class Representatives took time to communicate with counsel and litigate this case on behalf of all Class Members, including Plaintiff Knisley being deposed. Plaintiffs' efforts directly contributed to the settlement of this action and the benefits of the settlement that will be made available to Class Members.

I affirm, under the penalties for perjury, that the foregoing representations are true.

Dated: May 22, 2026

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Lynn A. Toops