IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MULTNOMAH

ALLY STONEHAM, CHRISTINE DUMM, and JOSEPH KELLEY, each individually and on behalf of all others similarly situated, *Plaintiffs*, v. INTERACTIVE MEMORIES, INC., d/b/a MIXBOOK, *Defendant*.	Case No. 26CV06317 **PLAINTIFFS' UNOPPOSED STATEMENT OF ATTORNEYS' FEES AND COSTS** Hon. Chanpone Sinlapasai

Class Counsel offers the following facts in support of an award of reasonable and necessary attorneys' fees, costs, and disbursements:

1. Plaintiffs are entitled to recover attorneys' fees, costs, and disbursements pursuant to the common fund doctrine and Oregon Rule of Civil Procedure 32 M. *See Strawn v. Farmers Ins. Co.*, 353 Or. 210, 216 (2013) ("In the context of class-action litigation specifically, the common-fund doctrine permits attorney fee awards from a monetary judgment that benefits the class" and was codified by ORCP 32). And, the Settlement expressly provides that Plaintiffs may recover, and Defendant will pay, up to $519,300 in attorneys' fees and expenses.

2. Plaintiffs request $504,784.44 in attorneys' fees, as permitted under the Settlement Agreement. As set forth in detail in **Exhibit 1** (Plaintiffs' Memorandum in Support of Plaintiffs' Statement of Attorneys' Fees and Costs), the legal fees alone amount to less than 20 percent of the value of the benefits conferred to the Class under the Settlement. This is below what is typically awarded in similar circumstances, and justified by the work performed and results achieved. In addition, the Settlement provides for the payment of these fees on top of the direct relief distributed to the Settlement Class, meaning that the requested fees will not detract from the direct relief that the Class will receive under the Settlement. The requested fees cover Counsel's past work and anticipated future work in the case. A description of the work performed is also set forth in **Exhibit 1**.

3. The specific factors supporting an award and the amount of legal fees pursuant to ORS 20.075 and ORCP 32 M are set forth in **Exhibit 1**.

4. Plaintiffs seek $14,515.56 in litigation expenses advanced by Counsel that are recoverable under the Settlement Agreement. These expenses are itemized in **Exhibit 2**.

5. In summary, Plaintiffs are entitled to an award of reasonable and necessary attorneys' fees in the sum of $504,784.44, and litigation expenses in the sum of $14,515.56.

I hereby declare that the above statement, including the information contained in the exhibits to this statement, is true to the best of my knowledge and belief, and that I understand it is made for use as evidence in court and is subject to penalty for perjury.

Dated: November 13, 2026 Signature: */s/ Jonas Jacobson*

OSB# (*if applicable*): 231106 Print Name: Jonas Jacobson

EXHIBIT 1

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MULTNOMAH

ALLY STONEHAM, CHRISTINE DUMM, and JOSEPH KELLEY, each individually and on behalf of all others similarly situated, *Plaintiffs*, v. INTERACTIVE MEMORIES, INC., d/b/a MIXBOOK, *Defendant*.	Case No. 26CV06317 **MEMORANDUM IN SUPPORT OF PLAINTIFFS' UNOPPOSED STATEMENT OF ATTORNEYS' FEES AND COSTS** Hon. Chanpone Sinlapasai

Table of Contents

I. Introduction. 2

II. Background. 3

III. Legal standard. 5

IV. The requested fee award is fair and reasonable under the circumstances of this case. 6

A. Rule 32 Factors 6

B. ORS 20.075(2) Factors 11

C. ORS 20.075(1) Factors 14

V. The requested costs are reasonable and should be approved. 16

VI. The requested incentive awards are reasonable and should be approved. 16

VII. Conclusion. 17

I. Introduction.

On September 29, 2026, the Court preliminarily approved the Parties' proposed settlement as fair, reasonable, and adequate, and certified the proposed Settlement Class in this case. The Court also preliminarily appointed Plaintiffs Ally Stoneham, Christine Dumm, and Joseph Kelley as Class Representatives, and appointed the attorneys of Dovel & Luner LLP as Settlement Class Counsel. The Court also directed that notice be sent to Settlement Class Members, and scheduled a hearing to consider whether to grant final approval to the Settlement and to consider any motion filed by Plaintiffs seeking attorneys' fees, costs, and incentive awards for December 11, 2026.

Notice has now been distributed to Settlement Class Members in accordance with the Court's preliminary approval order. And Class Counsel now moves for an award of attorneys' fees in the amount of $504,784.44. This amount is expressly permitted under the Settlement, and Defendant has agreed to pay it on top of the relief it has agreed to distribute to the Settlement Class. The requested fees represent less than 20 percent of the Settlement's total value—below what is typically awarded in similar cases. And the fee award is also justified based on the quality and quantity of the work performed: Class Counsel has achieved an excellent result for the Settlement Class while dedicating time and resources to prosecuting this case on a contingency basis, facing a real risk of recovering nothing. Class Counsel also seeks the reimbursement of $14,515.56 in expenses. These expenses were reasonably incurred for the litigation and settlement of this matter, and again, the reimbursement of expenses in this amount is expressly permitted under the Settlement. The Court should award the requested fees and costs in full.

Class Counsel also moves for incentive awards of $5,000 for each named Plaintiff, for their significant service as class representatives. Plaintiffs have been model class representatives

and have achieved a strong result for the Class. The Court should award the requested incentive awards in full too.

II. Background.

In this case, Plaintiffs allege that Defendant falsely represented its products as being subject to limited-time discounts, when in fact, Plaintiffs allege, the products were always, or nearly always, discounted and thus, consistently available for less than their purported regular prices. First Amended Consolidated Class Complaint, Dkt. 3 ("Complaint") ¶¶ 11-14. Oregon, California, and Washington law prohibit sellers from falsely representing that a product is on sale, when it is truthfully not. *See, e.g.*, ORS 646.608(j); Cal. Bus. & Prof. Code §§ 17200,17500; Cal. Civ. Code § 1770; Wash. Rev. Code Ann. § 19.86.020. After a thorough pre-suit investigation into Defendant's pricing and the sales practices on its website, including the gathering of extensive archival data, Declaration of Simon Franzini ("Franzini Decl.") ¶ 8, Plaintiffs brought this suit alleging that Defendant's pricing and promotional practices violate Oregon, California, and Washington law.[1]

The Parties first began discussing potential resolution in December 2025, and negotiated for months prior to reaching this Settlement. Franzini Decl. ¶¶ 9-11. As part of the negotiations, the Parties agreed to attend a mediation before a well-respected mediator, Jill R. Sperber, of

[1] As described at preliminary approval, *see* Franzini Declaration in Support of Plaintiffs' Preliminary Approval Motion, ¶ 10, Plaintiff Christine Dumm originally filed suit on August 22, 2025, in the United States District Court for the Northern District of California. *See Dumm v. Interactive Memories, Inc., d/b/a/ Mixbook*, Case No. 3:25-cv-07142 (N.D. Cal. 2025). On February 2, 2026, Plaintiff Ally Stoneham separately filed suit in this Court, asserting similar claims under Oregon law. And Plaintiff Joseph Kelley also filed suit against Defendant, bringing his own allegations concerning Defendant's pricing representations under Washington law. To conserve judicial and Party resources, after Plaintiffs reached a class-wide settlement encompassing the claims of all three Plaintiffs, and all other similarly situated consumers in their respective states, Plaintiffs consolidated claims on behalf of all three Plaintiffs in the First Amended (Consolidated) Class Action Complaint filed in this Court.

Judicate West. *Id*. ¶ 9. To ensure an excellent settlement, Class Counsel went into the mediation with a thorough understanding of the issues. Class Counsel's experience litigating similar cases, their efforts in the case thus far (including an extensive pre-suit investigation), and the informal discovery conducted between the Parties prior to the mediation, allowed Class Counsel to prepare a substantive mediation brief addressing both Defendant's liability and potential damages. *Id*. ¶ 10.

The Parties attended a mediation on February 11, 2026, and, with the help of the mediator, were able to reach an agreement in principle at that mediation. *Id.* ¶ 11. Then, over the following months, the Parties negotiated a long-form settlement agreement, which required discussion among counsel and back-and-forth redline drafts. *Id*. The long-form Agreement was fully executed on April 30, 2026. *Id*.

Under the terms of the Agreement, each Settlement Class Member will receive $12 in direct relief, in either cash (a "Cash Benefit") or as flexible website credit (a "Website Credit") —at their election. *Id*. ¶ 12; *see* Dkt. 11 ("Preliminary Approval Motion") at 4-6 (explaining Settlement Class Members' ability to choose between a Cash Benefit or Website Credit). After compiling a final class list, Defendant's records revealed 162,574 unique Class Members. Franzini Decl. ¶ 13. Thus, the Settlement will provide nearly $2 million in direct relief to the Settlement Class.[2] *Id*.; *see Barr v. SelectBlinds LLC,* 2024 U.S. Dist. LEXIS 39068, at *5-6 (C.D. Cal. Mar. 4, 2024) (in a similarly structured settlement, valuing the direct relief as the face value of the cash and credit awards); *Hendricks v. StarKist Co*., 2016 U.S. Dist. LEXIS 134872,

[2] As is common after a defendant finalizes a class list, the final number of Class Members varies slightly from the Parties' initial estimate of 166,134 Class Members. This difference is immaterial and does not in any way impact the relief provided to Settlement Class Members under the Settlement.

at *33 n.4 (N.D. Cal. 2016) ("The Court values the product vouchers at $4 million … the vouchers are valued at 100 cents on the dollar"), *aff'd* 754 F. App'x 510 at 512 (9th Cir. 2018).

In addition to the direct relief provided to Settlement Class Members, Defendant has agreed to pay notice and administration expenses (a fixed cost of $64,000), as well as reasonable attorneys' fees and costs of up to $519,300, and incentive awards of up to $5,000 for each of the three named Plaintiffs, as awarded by the Court. Franzini Decl. ¶ 13. Because Defendant will pay the administration costs, as well as all awarded fees, costs, and incentive awards on top of the direct relief provided to the Settlement Class, those costs will not detract from the direct compensation that each Class Member will receive under the Settlement. And, with all the additional costs added in, the total value of the Settlement is over $2.5 million. *Id*.

III. Legal standard.

Under the common fund doctrine, "the court may order reasonable attorney fees and litigation expenses of the class to be paid from the [class's] recovery." Or. R. Civ. P. 32 M(1)(c). The touchstone for evaluating attorneys' fees is reasonableness. *Id.*; *Strawn v. Farmers Ins. Co.*, 353 Or. 210, 216 (2013) ("ORCP 32 . . . authoriz[es] a reasonable fee award."). In cases that create a common benefit like this one, courts favor the percentage-of-the-fund method for assessing attorneys' fees over the lodestar method. *Strawn*, 353 Or. at 219. Plus, when attorneys work on contingency, "the per hour calculation is not determinative of the reasonableness of the fee." *Erickson v. Farmers Ins. Co.*, 175 Or. App. 548, 550 (Or. Ct. App. 2001). Instead, the fee should recognize the benefits achieved and that counsel has devoted significant resources to the litigation while bearing the risk that there may be no recovery at the end of the case. *Id.*

Fee awards tend to fall within "20 to 30 percent of the recovered fund," and "[t]he median of the usual range—25 percent—is used by many courts as a reasonable starting point for common-fund awards in class actions." *Strawn*, 353 Or. at 229-30. But sometimes this amount

can go as high as 50 percent. *Id.* at 230 ("A 50 percent-of-fund fee remains the usual upward limit" in both class action and individual litigation).

Here, the Settlement creates a common benefit for all Class Members: direct payments of $12 per Class Member, as well as additional funds to pay for notice, fees, costs, and incentive awards on top. As Class Counsel's fee agreements with the Class Representatives confirm, Class Counsel worked on this case on a fully contingent basis. Franzini Decl. ¶ 14; *id*. Exhibits A-C. The requested fees—$504,784.44 out of a total recovery of nearly $2.55 million—amount to less than 20 percent of the total recovery, at the very low end of what is normally awarded in similar cases. *Id*. ¶ 13 (discussing settlement value). Plus, the fee award is also justified based on the substantial and diligent work performed by Class Counsel. *Id*. ¶¶ 19-20. Finally, as discussed below, Oregon Rule of Civil Procedure 32 M and ORS 20.075 confirm the reasonableness of the requested attorneys' fees.

IV. The requested fee award is fair and reasonable under the circumstances of this case.

A. Rule 32 Factors

Oregon Rule of Civil Procedure 32 M(1)(e) provides that courts should consider the following factors in determining attorneys' fees for a prevailing class:

(i) The time and effort expended by the attorney in the litigation, including the nature, extent, and quality of services rendered;

(ii) Results achieved and benefits conferred upon the class;

(iii) The magnitude, complexity, and uniqueness of the litigation;

(iv) The contingent nature of success; and

(v) Appropriate criteria in Rule 1.5 of the Oregon Rules of Professional Conduct.

Here, each factor favors approval of Class Counsel's fee request.

The time and effort expended by Class Counsel in the litigation, including the nature, extent, and quality of services rendered: Class Counsel has dedicated, and will continue to dedicate, substantial time and resources to this case. Franzini Decl. ¶ 19-20 (detailing Class Counsel's work and hours spent on this case). As detailed above and in the Franzini Declaration, this work has so far included an extensive investigation before any case was even filed, *id.* ¶ 8; the drafting and filing of the original complaints in multiple separate cases before Plaintiffs' claims were consolidated here in the First Amended Consolidated Complaint, *id.*; advancing settlement negotiations through the exchange of information, *id.* ¶ 10; a Judicate West mediation before an experienced mediator, *id*. ¶¶ 9, 11; the negotiation of a term sheet and long-form settlement agreement, *id*. ¶ 11; proceeding through the conditional class certification and settlement approval process, *id*. ¶ 19; and working with the Settlement Administrator to prepare and distribute effective class notice, *id*. And Class Counsel also expects to undertake substantial additional work before this case concludes. *Id*. ¶ 21. This additional work will include overseeing the settlement administration process, answering Class Members' questions, and corresponding with the Settlement Administrator; preparing a final approval motion; responding to objections (if any); attending a final approval hearing; supervising the distribution of the Settlement Awards; and handling an appeal (if any). *Id.*

Class Counsel's services were, and will continue to be, of very high quality. Class Counsel has substantial experience with complex class actions. *Id*. ¶¶ 3-6. For example, Counsel has achieved victory in jury trials—including a class jury verdict of $925 million dollars—and has also negotiated favorable settlements in many cases, including class actions. *Id.* ¶¶ 3-4. Class Counsel also has significant expertise in litigating deceptive pricing class action cases specifically. *Id*. ¶¶ 5-7, 19. Class Counsel has prosecuted, and is continuing to prosecute, numerous deceptive pricing cases asserting claims similar to those alleged in this lawsuit against

a variety of defendants. *Id.* ¶ 5; *e.g., Barr,* 2024 U.S. Dist. LEXIS 39068 at *37 (noting that Counsel "has specific expertise in litigating 'fake discounts,' which 'go[] relatively unchecked in the e-commerce space'"). Class Counsel has spent numerous hours on these cases, including, among other things, substantial time spent developing the theories central to this case, investigating applicable causes of action, researching potential defenses, drafting and developing strategies for class certification motions, and crafting damages models. Franzini Decl. ¶¶ 5-7, 19. As a result, Class Counsel has developed significant expertise in this niche area of the law, and has grown increasingly efficient and effective in litigating the relevant issues. This extensive experience and competence in this area benefits class members in each of these cases, including the Settlement Class here.

Class Counsel has also had significant success litigating these cases. *Id.* ¶ 7. For example, Class Counsel has a proven track record of defeating pleading challenges to deceptive pricing class actions (which are often dismissed on the pleadings for failure to collect sufficient evidence of deceptive conduct). *Id*. Class Counsel has also successfully negotiated a number of deceptive pricing settlements providing excellent relief to the class. *See e.g.*, *id.* ¶ 5 (providing examples of recent deceptive pricing settlements). These successes in other cases gave Counsel the ability to negotiate a favorable settlement here by demonstrating to Defendant what would happen if it did not settle on favorable terms. Thus, this work benefitted the Settlement Class here, too.

In short, Class Counsel's fee request is justified based on the diligent and substantial work performed on this case. *Id*. ¶ 19-20 (detailing Class Counsel's work and hours spent on this case); *see Scharfstein v. Bp W. Coast Prods., 2015 Ore. Cir. LEXIS 3,* at *3, 24-25, 42-43 (awarding more than $60 million in attorneys' fees where the award was "below the 20% minimum most courts award," and where counsel dedicated about 6,700 hours to the case);

Herrera v. Cty. of L.A., 2026 U.S. Dist. LEXIS 38001, at *2, *5 (C.D. Cal. Feb. 23, 2026) (awarding $9 million in attorneys' fees—equal to 30% of the settlement value—where counsel dedicated about 1,700 hours to the case).

The results achieved and benefits conferred upon the Settlement Class: As described above, the results achieved and benefits conferred upon the Class from the Settlement are excellent. The Settlement will provide nearly $2 million in direct relief to the Settlement Class in the form of $12 in direct compensation to each Class Member. And when accounting for administration costs, attorneys' fees and costs, and incentive awards—all of which are paid on top of the direct relief—the total value of the benefits conferred upon the Class is more than $2.5 million. Franzini Decl. ¶ 13.

The Settlement provides Class Members the option of receiving their $12 Settlement Award in meaningful and flexible website credit, or in cash. Preliminary Approval Motion, Exhibit 1 ("Agreement"), § III(C)(1). And a per-Class Member award of $12 is a very favorable outcome when compared to many similar cases. *See* Preliminary Approval Motion at 14-15 (discussing settlements in other deceptive pricing cases). If Settlement Class Members do not submit a claim form requesting a Cash Benefit—which is easily accessible and can be submitted directly on the Settlement Website—they will automatically be sent Website Credits by email, which can be used to purchase any product from Defendant's website. Agreement §§ III(C)(1-5), IV(D). This takes advantage of information already available to Defendant (Settlement Class Members' emails) to efficiently provide relief to the Settlement Class. And, as a result, the Settlement provides far more comprehensive relief than many similar settlements, which often afford relief only to those class members who submit a claim. *See* Preliminary Approval Motion at 15-16 (collecting cases approving deceptive pricing settlements requiring class members to submit claims for settlement relief).

Plus, the Website Credits that Class Members (who do not submit a claim for cash relief) will receive under the Settlement are highly flexible. Under the terms of the Settlement, Website Credits can be used to purchase any product from Defendant's website, without exclusions or restrictions. Agreement § III(C)(5). The Website Credits can be combined with any other sale or discount offered by Defendant, and are freely transferable, salable, and stackable. *Id*. And they never expire, meaning that Settlement Class Members need not hurry to use them, and can instead wait and use them on a purchase they really want to make. *Id*.; *cf. Chaikin v. Lululemon USA Inc.*, 2014 U.S. Dist. LEXIS 35258, at *20 (S.D. Cal. Mar. 14, 2014) (finally approving settlement where credit vouchers could be used at any time during a six-month period).

Finally, in addition to the direct relief, the Settlement also requires that Defendant cover notice and administration costs, attorneys' fees and costs, and incentive awards. These additional costs benefit the Settlement Class as well. *See Bell v. Redfin Corp*., 2023 U.S. Dist. LEXIS 211383, at *14 (S.D. Cal. Nov. 28, 2023) (notice and administration costs "were reasonably incurred for the benefit of the Class" and so should be included in the total value of the settlement); *Hart v. BHH, LLC*, 2020 U.S. Dist. LEXIS 173634, at *21 (S.D.N.Y. Sept. 22, 2020) ("The class benefits from having counsel represent them. Therefore, even if indirectly, attorneys' fees paid directly by the defendant are a benefit to the class.").

In sum, the Settlement provides excellent relief for the Settlement Class.

The magnitude, complexity, and uniqueness of the litigation: Deceptive pricing class actions like this one are very complex. *See Spann v. J.C. Penney Corp.*, 211 F. Supp. 3d 1244, 1264 (C.D. Cal. 2016) (issues in false discount case "were novel and complex, particularly as to plaintiff's proposed measures of restitution"). As explained in Plaintiffs' Preliminary Approval Motion, these types of cases have been dismissed at every stage of litigation, from the pleadings, to class certification, and summary judgment. Preliminary Approval Motion at 17-18.

The contingent nature of success: When determining attorneys' fees, courts look to the risks involved in the litigation. Here, success for the Class was never guaranteed; as discussed above and in Plaintiffs' Preliminary Approval Motion, cases like this one are regularly dismissed for a variety of reasons, including legal challenges at the pleading and summary judgment stages, class certification, and the viability of damages models. *Id*. In short, Class Counsel took significant risk by prosecuting this case on a contingency fee basis, including the risk of potentially getting no recovery at all. Franzini Decl. ¶¶ 14, 16-17; *id*., Exhibits A-C.

The appropriate Rule 1.5 criteria: Rule 1.5 of the Oregon Rules of Professional Conduct instructs attorneys to not enter into an agreement for illegal or clearly excessive fees. The factors for assessing fees under Rule 1.5 overlap with the factors in ORS 20.075(2), which are discussed below (and support Class Counsel's requested fees).

B. ORS 20.075(2) Factors

ORS 20.075(2) provides that courts shall consider nine factors "in determining the amount of an award of attorney fees."

The time and labor required in the proceeding, the novelty and difficulty of the questions involved in the proceeding, and the skill needed to perform the legal services: Securing this more than $2.5 million settlement for the Settlement Class required significant work, effort, and skill. *See* Franzini Decl. ¶¶ 19-20 (detailing work on this case). Navigating the challenges of this case required extensive knowledge and experience with the Oregon, California, and Washington's consumer protection statutes, as well as each state's common law, and class action procedure. Resolving the case required expert mediation and settlement skills. Additionally, Class Counsel's reputation and experience as a top-tier class action firm and trial team, ready and able to litigate this case to victory at a jury trial, was crucial to establishing the strong negotiation position that enabled the Settlement. *See id*. ¶¶ 3-7.

The likelihood, if apparent to the client, that the acceptance of the particular employment by the attorney would preclude the attorney from taking other cases: A large class action such as this is a major commitment of resources for a small firm—and Class Counsel's firm is small, currently employing fewer than 25 attorneys. A case like this will necessarily limit such a firm's ability to take on other work alongside it, and it did so here. *Id*. ¶ 19.

The fee customarily charged in the locality for similar services: In individual contingent fee cases, the customary fee is one-third, or roughly 33 percent. In class actions, fees typically range from 20 to 30 percent, with a "reasonable starting point" of approximately 25 percent. *Strawn*, 353 Or. at 229-230. Here, Class Counsel seeks fees below that range: under 20 percent of the total Settlement value.

The amount involved in the controversy and the results obtained: The recovery of $12 in direct Settlement Awards for each of the more than 160,000 Class Members, and more than $2.5 million in total benefits is an excellent recovery. Indeed, $12 per Class Member is more than class members often recover in similar cases. *See* Preliminary Approval Motion at 15; *see e.g.*, *Jacobo v. Ross Stores, Inc.*, 2019 U.S. Dist. LEXIS 247426, at *10 (C.D. Cal. Aug. 6, 2019) (granting approval to a deceptive pricing settlement which provided $4.85 million in total relief to a class of almost 4 million, resulting in payments of $10.45 in store credit each, to only those who filed claims); *Russell v. Kohl's Dep't Stores, Inc.*, 755 F. App'x 605, 608 (9th Cir. 2018) (affirming approval of deceptive pricing settlement which provided $6.15 million in total relief to a class of over 8.8 million, resulting in payouts of approximately $10 in gift cards each, to only those who filed claims); *Russell v. Kohl's Department Stores, Inc*., Case No. 5:15-cv-01143-RGK-SP (C.D. Cal.), Dkt. 86-1 (final approval motion describing that settlement); *Williams v. Udemy, Inc.*, 2023 Cal. Super. LEXIS 65128, at *2 (San Diego Super. Ct. Aug. 28, 2023) (granting approval to a deceptive pricing settlement that provided for $4 million in total

relief to a class of more than 7 million, and $4 per qualifying purchase, to only those who filed claims). And the Settlement is especially favorable in that it provides comprehensive relief to the Settlement Class, not just those Class Members who file claims. *See* Preliminary Approval Motion at 15-16 (collecting similar cases where settlements required class members to file a claim to receive any relief).

Time limitations imposed by the client or the circumstances: This factor is of limited relevance here and generally in class action litigation, as the clients did not impose time limitations.

The nature and length of the attorneys' professional relationship with the client: This factor, intended to address interactions with long-term, institutional clients, is of limited relevance in consumer class actions, where plaintiffs' relationship with counsel is naturally limited in time and scope.

The experience, reputation, and ability of the attorneys performing the services: Class Counsel have ample experience and ability in class actions and complex litigation. Past wins include a $925 million jury verdict in Oregon federal court, *Wakefield v. ViSalus, Inc.,* No. 3:15-cv-1857-SI (D. Or.), a more than $16 million settlement in a deceptive pricing class action in Oregon federal court, *Zuccaro v. Hot Topic, Inc.*, No. 3:23-cv-01242-MO (D. Or.), a more than $18 million settlement in a deceptive pricing class action in Oregon state court, *Moran Lopez et al. v. The Shade Store, LLC*, No. 25CV49752 (Or. Cir. Ct. Multnomah Cnty), and another more than $14 million settlement in a deceptive pricing class action in Oregon state court, *DePauw et al. v. Whitestone Home Furnishings, LLC*, No. 24CV25629 (Or. Cir. Ct. Multnomah Cnty). In 2020, Class Counsel was selected as a finalist for The National Law Journal's 2020 Elite Trial Lawyers "Law Firm of the Year" award in Consumer Protection. Franzini Decl. ¶ 3.

Class Counsel also has ample experience in deceptive pricing cases, including several ongoing cases that are currently being heavily litigated by Counsel's law firm. *Id*. ¶ 5; *see e.g.*, *McCarrell v. RugsUSA, LLC*, No. 3:23-cv-00454-AB (D. Or.); *Plata v. Lands' End, Inc.*, No 5:24-cv-00723-MEMF-SP (C.D. Cal.); *McCaskill v. Goose Creek Candles LLC*, No. 5:25-cv-01924-FMO-MBK (C.D. Cal.).

Whether the fee is fixed or contingent: The fee in this case is wholly contingent. Franzini Decl. ¶ 14, Exhibits A-C.

Whether the attorney performed the services on a pro bono basis or the award of attorney fees otherwise promotes access to justice: Class Counsel's work on a contingent basis in this case has allowed more than one-hundred thousand Oregon, California, and Washington consumers to obtain real economic relief from Defendant's allegedly unlawful trade practices. Class Members likely would not have been able to obtain this economic relief if they were litigating on an individual basis. *See Barr*, 2024 U.S. Dist. LEXIS 39068, at *37 (noting that deceptive pricing practices "go relatively unchecked in the e-commerce space"). Contingent fee awards like the one requested here are necessary to enable attorneys to litigate large-scale consumer class actions such as these.

C. ORS 20.075(1) Factors

ORS 20.075(2) also instructs courts to consider the factors specified in 20.075(1). The relevant factors identified in 20.075(1) assess: (1) the reasonableness of Plaintiffs' claims and the Parties' litigation conduct, 20.075(1)(a),(b),(e); (2) the reasonableness and diligence of the Parties' settlement conduct, *id.* (1)(f); and (3) the deterrent effect of attorneys' fees, *id.* (1)(c),(d). Each of these factors favor the requested fee award.

First, Plaintiffs' claims were reasonable, and the Parties' litigation conduct was reasonable and diligent. As described above, Counsel performed an extensive pre-suit

investigation to assess Defendant's liability before ever filing suit. Franzini Decl. ¶ 8. This investigation, combined with Counsel's experience in these types of cases, ensured Plaintiffs' claims were reasonable. Plaintiffs then diligently filed suit and pursued the cases, eventually while simultaneously pursuing settlement, which led to an early resolution and excellent settlement relief for the Settlement Class.

Second, the Parties' settlement conduct was reasonable and diligent. As discussed above, the Parties approached settlement discussions reasonably and conscientiously. They scheduled a mediation with Jill R. Sperber of Judicate West, a well-respected mediator with extensive experience settling consumer class actions. *Id.* ¶ 9. They diligently participated in and prepared for all negotiations, including by exchanging information, such as financial and sales records, and preparing comprehensive mediation briefs. *Id.* ¶ 10; Agreement § II(C). They participated in a mediation overseen by an experienced mediator. Franzini Decl. ¶ 11. And they arduously negotiated both a term sheet and a long-form agreement, which ultimately went through multiple rounds of redline edits before it was executed. *Id*. These facts demonstrate reasonableness and diligence in settlement conduct.

Third, attorneys' fees serve an important deterrent effect in consumer protection class action cases like this one. Legislatures rely on fees awards to further the public policy of consumer protection statutes and encourage private enforcement. *E.g.*, *Clark v. Eddie Bauer LLC*, 371 Or. 177, 193 (2023) (quoting *Weigel v. Ron Tonkin Chevrolet Co.*, 298 Or. 127, 134 (1984)). Absent attorneys' fees awards, consumer protection cases like this one—benefiting more than 160,000 people—would rarely, if ever, be brought. So, for consumer protection statutes to serve their intended deterrent effects, attorneys who bring and successfully resolve class actions must be compensated for their efforts through reasonable fees awards that take into account the benefits that their efforts confer on the classes they represent. *See Strawn*, 353 Or. at

217 (the percentage method favored in common fund cases "more directly reflects the result achieved").

* * *

In sum: Class Counsel expended substantial time and effort on this case and achieved an excellent result for the Settlement Class. And the requested attorneys' fees of $504,784.44 are below the benchmark. Thus, Class Counsel's requested fees are justified based on the percentage of the fund method and are also justified based on substantial and high-quality work performed by Class Counsel. The Court should award the requested fees in full.

V. The requested costs are reasonable and should be approved.

Courts routinely award costs in class actions. *See* Or. R. Civ. P. 32 M(1)(c) ("If the prevailing class recovers a judgment that can be divided for the purpose, the court may order reasonable attorney fees *and litigation expenses* of the class to be paid from the recovery." (emphasis added)).

Here, Class Counsel incurred a total of $14,515.56 in reasonable out-of-pocket litigation and settlement expenses. Exhibit 2; Franzini Decl. ¶ 24. These expenses, which include things like the court filing and mediation fees, were reasonably necessary and not excessive. *Id*. And awarding them will not reduce the recovery for the Class. Agreement § III(E)(1). They should be approved in full.

VI. The requested incentive awards are reasonable and should be approved.

"Incentive fees are intended to address a cost burden that class actions disproportionately impose on the class representative." *Strawn*, 353 Or. at 242. "Those costs may include spending time learning about the case; being subject to the time, expense, and intrusiveness of discovery," and other disadvantages like possible retaliation. *Id.* Incentive awards also help address the "free rider" problem, where an otherwise meritorious class action may not be brought because "all the

class members hope that someone else will assume the burden of serving as class representative." *Id.* at 243.

Here, Plaintiffs request incentive awards of $5,000 each. Each award amounts to approximately .2 percent of the Settlement's total monetary value. *See Ahmed v. HSBC Bank USA*, 2019 U.S. Dist. LEXIS 104401, at *35 (C.D. Cal. June 21, 2019) (incentive award "amounting to less than one percent of the settlement fund" was "warranted given the substantial efforts plaintiffs [had] undertaken on behalf of the class"). And the value of the requested incentive awards is also typical, regularly awarded, and considered presumptively reasonable by many courts. *See Strawn*, 353 Or. at 243 ("The average award per class representative was $15,992"); *Ahmed*, 2019 U.S. Dist. LEXIS 104401 at *34 (noting that, "the $5,000 incentive award to each named plaintiff is presumptively reasonable."). The awards are also reasonable and warranted in view of Plaintiffs' efforts in this case and the results they obtained. Franzini Decl. ¶ 25; Stoneham Declaration in Support of Plaintiffs' Preliminary Approval Motion, ¶¶ 6-7 (detailing work performed); Dumm Declaration in Support of Plaintiffs' Preliminary Approval Motion, ¶¶ 6-7 (same); Kelley Declaration in Support of Plaintiffs' Preliminary Approval Motion, ¶¶ 6-7 (same). They should be awarded in full.

VII. Conclusion.

For the reasons set forth above, Plaintiffs respectfully request that the Court approve the award of attorneys' fees, costs, and incentive awards as fair and reasonable.

Dated: November 13, 2026

Respectfully submitted,

By: */s/ Jonas Jacobson*
Jonas Jacobson

Simon Franzini (Cal. Bar No. 287631)*

simon@dovel.com
Jonas Jacobson (OSB No. 231106)
jonas@dovel.com
Grace Bennett (Cal Bar No. 345948)*
grace@dovel.com
Dovel & Luner, LLP
201 Santa Monica Blvd., Suite 600
Santa Monica, CA 90401
Tel: (310) 656-7066

Cody Hoesly (OSB No. 058260)
choesly@bargsinger.com
Barg Singer Hoesly PC
1000 SW Broadway, Suite 900
Portland, OR 97205
Tel: (503) 241-3311

Attorneys for Plaintiffs

* *Pro Hac Vice* application forthcoming

EXHIBIT 2

DOVEL & LUNER, LLP - Expense Report

Date	Matter	Expense Type	Description	Amount
8/8/2025	Mixbook	Mailing/postage	US Postal Service. Mailing notice letters.	$49.83
8/15/2025	Mixbook	Mailing/postage	FedEx. Express shipping.	$123.38
8/22/2025	Mixbook	Court Fees	USDC of Northern California complaint filing fee.	$405.00
8/28/2025	Mixbook	Service Fees	Service of process fee.	$75.00
9/8/2025	Mixbook	Service Fees	Service of summons.	$75.00
9/16/2025	Mixbook	Service Fees	Service of process fee.	$75.00
9/18/2025	Mixbook	Mailing/postage	US Postal Service. Mailing notice letter.	$7.06
10/1/2025	Mixbook	Mailing/postage	US Postal Service. Mailing notice letters.	$19.04
10/1/2025	Mixbook	Mailing/postage	FedEx. Express shipping.	$58.25
12/30/2025	Mixbook	Arbitrators/mediators	Mediation cost.	$12,450.00
3/6/2026	Mixbook	Court Fees	OR complaint filing fee.	$1,178.00
			Grand Total	$14,515.56

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MULTNOMAH

ALLY STONEHAM, CHRISTINE DUMM, and JOSEPH KELLEY, each individually and on behalf of all others similarly situated,

Plaintiffs,

v.

INTERACTIVE MEMORIES, INC., d/b/a MIXBOOK,

Defendant.

Case No. 26CV06317

DECLARATION OF SIMON FRANZINI IN SUPPORT OF PLAINTIFFS' UNOPPOSED STATEMENT OF ATTORNEYS' FEES AND COSTS

Hon. Chanpone Sinlapasai

I, Simon Franzini, declare as follows:

1. I am a partner at the law firm Dovel & Luner, LLP where I co-lead the firm's class action practice. I am counsel for Plaintiffs and Class Counsel for this action. I make this declaration in support of Plaintiffs' Unopposed Statement of Attorneys' Fees and Costs.

2. I have worked on this matter since its inception, and have supervised other attorneys and legal analysts who worked on the case.

3. Throughout my career, I have litigated numerous complex cases, including class actions, and have tried a number of cases to verdict. For example, in 2019, I tried a Telephone Consumer Protection Act class action in Oregon federal court, *Wakefield v. ViSalus, Inc.*, No. 3:15-cv-01857-SI (D. Or.). The jury returned a $925 million verdict for the class. Due to this success, Dovel & Luner was selected as a finalist for The National Law Journal's 2020 Elite Trial Lawyers "Law Firm of the Year" award in Consumer Protection.

4. I, and my colleagues at Dovel & Luner, have also negotiated and settled numerous cases, including class actions. For example, in 2022, I reached a $17.5 million settlement in a consumer class action litigated in Colorado federal court, *Goodrich, et al. v. Alterra Mountain Co., et al.*, No. 1:20-cv-01057-RM-SKC (D. Colo.). My firm, along with our co-counsel, was appointed Class Counsel in that case.

5. My firm is currently litigating numerous consumer class actions, many of which involve similar issues and claims as the ones involved in this case. In particular, my firm is currently litigating several deceptive pricing cases, asserting similar claims and relying on similar legal theories as those asserted and relied upon here. *See e.g.*, *McCarrell v. RugsUSA, LLC*, No. 3:23-cv-00454-AB (D. Or.); *Plata v. Lands' End, Inc.*, No 5:24-cv-00723-MEMF-SP (C.D. Cal.); *McCaskill v. Goose Creek Candles LLC*, No. 5:25-cv-01924-FMO-MBK (C.D. Cal.). Courts have repeatedly approved settlements my firm has negotiated in deceptive pricing

cases. For example, in 2024, the Central District of California finally approved a settlement I negotiated in a deceptive pricing class action. *See Barr v. SelectBlinds LLC*, No. 2:22-cv-08326-SPG-PD, 2024 U.S. Dist. LEXIS 39068 (C.D. Cal. 2024). The District of Oregon also finally approved a settlement my firm negotiated in another deceptive pricing case. *See Zuccaro v. Hot Topic, Inc.*, 3:23-cv-01242-MO (D. Or. 2024), Dkt. 32 (final approval order). And the Circuit Court of the State of Oregon for the County of Multnomah has also finally approved multiple settlements negotiated by my firm in deceptive pricing cases. *See e.g.*, *Chahal et al. v. Cozy Earth Holdings, Inc.*, No. 26CV07895 (Or. Cir. Ct. Multnomah Cnty), Dkt. 17; *Moran Lopez et al. v. The Shade Store, LLC*, No. 25CV49752 (Or. Cir. Ct. Multnomah Cnty), Dkt. 36; *Yates et al. v. GWD Concept SP. Z.O.O.*, No. 24CV59941 (Or. Cir. Ct. Multnomah Cnty), Dkt. 20; *Spilkia et al. v. Rugs.com, LLC*, No. 24CV34121 (Or. Cir. Ct. Multnomah Cnty), Dkt. 21; *Lundborg et al. v. Evry Jewels, Inc.*, No. 25CV33514 (Or. Cir. Ct. Multnomah Cnty), Dkt. 21.

6. My firm has spent substantial time on these deceptive pricing cases: conducting thorough investigations of factual issues, developing legal theories, comprehensively researching all past litigation and potential defenses, crafting detailed complaints, responding to substantive arguments by defendants, consulting experts with regards to both liability and damages, and, as in this case, arduously negotiating potential settlements.

7. As a result of this work, my firm has developed considerable expertise in the area, and we draw on that expertise constantly while litigating each individual case for the benefit of the class. This expertise has led to significant success in these cases. We have negotiated settlements in deceptive pricing cases that provide excellent relief to class members. *See e.g.*, *supra* ¶ 5 (providing examples). We have also had success in litigation. For example, my firm has a proven track record of successfully defeating pleading challenges in these kinds of cases

(which are often dismissed on the pleadings for failure to collect sufficient evidence of deceptive conduct).

8. Before filing any case in this matter, my office painstakingly gathered archival data from the Internet Archive—archived copies of Defendant's website showing Defendant's price advertising over time. My colleagues and I used this information to perform a detailed analysis of Defendant's liability under the pertinent consumer protection statutes and common law. On August 22, 2025, my firm filed a class action in the United States District Court for the Northern District of California on behalf of Plaintiff Christine Dumm. On February 4, 2026, my firm separately filed this lawsuit on behalf of Plaintiff Ally Stoneham, asserting similar claims under Oregon law. And my firm also filed a separate lawsuit on behalf of Plaintiff Joseph Kelley, bringing allegations concerning Defendant's pricing representations under Washington law. Ultimately, the Parties reached a global settlement of all Plaintiffs' claims and on March 17, 2026, my firm filed the First Amended (Consolidated) Class Action Complaint asserting claims on behalf of each Plaintiff (and the proposed Settlement Class).

9. The Parties began discussing resolution of the claims in December 2025, and continued negotiating a resolution over the course of several months. Settlement negotiations were arduous, contentious, and well-informed. The Parties agreed to private mediation, and selected a well-respected mediator with extensive experience mediating consumer class actions: Jill R. Sperber of Judicate West.

10. Prior to mediation, the Parties thoroughly analyzed the case and gained a comprehensive understanding of the potential risks for each side in continued litigation. My office painstakingly gathered archival data from the Internet Archive—collecting numerous archived copies of Defendant's website showing Defendant's price advertising over time. My colleagues and I used this information to perform a detailed analysis of Defendant's liability

under the pertinent consumer protection statutes and common law. In the lead up to negotiations, the Parties conducted informal discovery and exchanged pertinent information, including records regarding Defendant's sales and records regarding Defendant's finances and ability to pay. Using this information, and our experience litigating similar cases, my firm also compiled a thorough mediation brief addressing both liability and damages.

11. The Parties participated in a mediation before Ms. Sperber on February 11, 2026. With the mediator's assistance, the Parties reached an agreement in principle at that mediation. The Parties negotiated a term sheet, executed on February 12, 2026, detailing the material terms of the agreement. The Parties then began drafting the long-form Settlement Agreement, which required discussion among counsel and multiple rounds of red-line edits. The long-form Agreement was fully executed on April 30, 2026.

12. The Settlement will provide Class Members with $12 in direct relief—whether or not they take any action. Class Members who submit a claim form will receive their compensation under the Settlement in cash, in the manner they select in their claim form (paper check, electronic payment, etc.). Class Members who do not file a claim will automatically receive their compensation under the Settlement in the form of flexible website credit that can be applied towards any purchase from Defendant's website.

13. After compiling a final class list, Defendant's records revealed 162,574 Class Members.[1] So, in total, the Settlement is expected to provide about $1,950,888 in direct relief to Class Members (162,574 Class Members x $12), and a total of approximately $2,549,188 when funds for settlement administration costs (a fixed cost of $64,000), attorneys' fees and costs

[1] As is common after a defendant finalizes a class list, the final number of Class Members varies slightly from the Parties' initial estimate of 166,134 Class Members. This difference is immaterial and does not in any way impact the relief provided to Settlement Class Members under the Settlement.

($519,300, as approved by the Court), and incentive awards ($5,000 per Class Representative, as approved by the Court) are included.

14. All of my firm's work on this case has been performed—and continues to be performed—on a contingency fee basis. As required by ORCP 32 M(2)(b), copies of the written fee agreements are attached as **Exhibit A**, **Exhibit B**, and **Exhibit C** to this declaration. Under the terms of these fee agreements, my firm advances and covers all costs and gets paid only if we make a recovery.

15. Success in cases such as this one requires a keen understanding of applicable consumer protection statutes, common law, and class action procedure. Because defendants are often sophisticated and well-resourced, a high level of skill is required to level the playing field. Even for cases resolved before trial, reaching a favorable settlement crucially depends on counsel's demonstrated ability to obtain victory in an eventual trial and to defend that victory on appeal.

16. In addition to requiring great skill, consumer class actions entail great risk. Such cases often take many years to complete, with counsel incurring substantial hard costs as well as significant unpaid work along the way. Success may require victory in both trial and appellate courts. Counsel must be prepared to put in thousands of hours of work—work that produces no guaranteed income and displaces other potential cases. While litigating the case, counsel must finance out-of-pocket general firm overhead expenses as well as case-specific expenses.

17. In addition to the economic risk entailed by delayed payment, counsel in consumer class actions face the risk of losing the case—and therefore receiving no payment. As any trial lawyer knows, even in a well-prepared case, there remains a significant risk that a jury will find for the other side. And risk continues even beyond a successful trial verdict, as a

defendant may appeal an adverse judgement, kicking off a multi-year appeals process. While a case is on appeal, a ruling on an unrelated case could result in a change to the applicable law.

18. When assessing whether to settle cases like this, my firm compares the proposed settlement amount to the strength of the case and the likelihood of victory. Additionally, we consider whether and to what extent the settlement amount should be discounted for risk, delay, the defendant's ability to pay and all other pertinent factors. Here, Plaintiffs are not claiming that the products that they purchased were worthless or had no value. Instead, they claimed that Defendant misrepresented the true value of the products and/or the discounts that Class Members were receiving. As a result, Class Members' damages would have been—at best—a fraction of what they paid for the products in question. And Defendant's products are relatively inexpensive consumer goods (*see* First Amended (Consolidated) Complaint ¶¶ 61, 63, 67, 71 (detailing pricing on Defendant's products purchased by Plaintiffs)), so a recovery of $12 per Class Member represents a meaningful portion of any potential price premium or damages that Plaintiffs would have been able to put forward at trial. Thus, the recovery here represents a healthy recovery compared to what the Class could have hoped to obtain by proceeding to trial. Taking into account the risk of loss at trial or through motion practice, the risk of subsequent loss on appeal even if successful at trial, the procedural delays involved in both trial and appellate litigation, Plaintiffs, in consultation with counsel, determined that the Settlement represents an excellent outcome for the Class.

19. To date, I and other attorneys and staff at my firm have put significant time and effort into this case. These efforts included: conducting an extensive pre-filing investigation, collecting documents and facts from our clients and other potential class representatives, drafting complaints, legal research and analysis, case building and development, developing case strategy, analyzing information provided by Defendant, developing mediation strategy, drafting a

mediation statement, attending a mediation, engaging in extensive settlement discussions, negotiating and drafting the settlement agreement, drafting legal memoranda in support of preliminary approval, activities related to settlement, notice, and claims administration, and numerous other tasks.

20. Included below is a summary of the hours and billing rates of the timekeepers at my firm who devoted time to this matter. As of November 10, 2026, we have spent 295.5 hours litigating this case, for a total lodestar of $221,508.

Timekeeper	Title	Billing Rate	Hours Billed
Simon Franzini	Partner	$975.00	82
Jonas Jacobson	Partner	$975.00	7.1
Vivek Kothari	Partner	$925.00	46.7
Daniel Vaknin	Counsel	$825.00	36.1
Grace Bennett	Associate	$675.00	58
Stephen Ferruolo	Associate	$550.00	11.3
Jenny Elliott	Marketing, Intake, & Investigations Manager	$300.00	1.6
Pica Mellquist	Analyst	$300.00	41.7
Rachel Ong	Analyst	$300.00	1.2
Melody Luo	Analyst	$300.00	7.3
Kaila Minei	Analyst	$300.00	2.5

21. In addition to the time we have spent so far on this case, I estimate that my firm will spend at least an additional 25-50 hours of future work handling issues that may arise with the notice campaign, answering Settlement Class Members' questions, responding to any objections, appearing at the final approval hearing, and working with the Settlement Administrator and Defendant to ensure Class relief is successfully administered (if the

Settlement is approved)—and considerably more if there is an appeal (in which case, Counsel anticipates spending approximately 125 additional hours).

22. In addition to the time spent prosecuting and settling this particular case, as described above, I and others at my firm have spent thousands of hours investigating anti-consumer practices, including deceptive price advertising. For example, recognizing that deceptive price advertising practices are often industry-wide, my firm undertakes substantial research into various e-commerce industries that we believe may suffer from the practice (i.e., blinds, mattresses, rugs, jewelry, flowers, arts and crafts, custom closets) to determine who the major players are and to evaluate what the usual sales practices look like. After this initial analysis, we thoroughly investigate each company. This is a time-consuming practice that requires gathering and analyzing months or years of historical pricing and sales data using the Internet Archive, as well as daily tracking of a company's promotions and pricing to determine whether sales are actually constant (and whether the practice is ongoing). For some companies with an in-store presence, we also investigate whether the practice takes place in-stores by visiting physical locations. This requires trips to stores and further analysis of advertising and prices. We have investigated numerous companies in this manner and often, our investigations reveal that a company's sales are genuine, or that there is some other factor (such as an arbitration clause) that would prevent us from attempting to right this wrong by filing a class action. And so, only a small fraction of our investigations leads to a filed case. But while the time and effort spent on investigations that ultimately turn out to be fruitless are not compensable or attributable directly to this case, the investigations are necessary to identify companies that we believe to violate laws prohibiting deceptive price advertising. Indeed, this is precisely how this case was identified; it would not have been identified and brought—and so Class Members would not have received anything—had my firm not engaged in these time-consuming activities.

In short, the description of the work that went into prosecuting and settling this case materially understates the amount of time and effort that was required to obtain the excellent recovery we obtained on behalf of the Class in this case, because it does not factor in our efforts on fruitless investigations, which are not attributable to any case in particular but which are a necessary part of our practice to identify and prosecute meritorious cases.

23. Per the terms of the Settlement, Class Counsel is entitled to seek $519,300 in fees and costs. Here, my firm is requesting fees of $504,784.44. Such a fee award is less than 20 percent of the total value of the Settlement, even though the presumptive range for contingent percentage fees in common benefit cases is 20 to 30 percent. It is also justified by the quantity and quality of the work performed, summarized in paragraphs 19-20 above. This fee is fair and reasonable.

24. Attached as **Exhibit 2** to Plaintiffs' Unopposed Statement of Fees is an itemized listing of each out-of-pocket litigation expense my firm incurred in this case. As reflected in Exhibit 2, to date, my firm has advanced $14,515.56 in expenses. These expenses are reflected in my firm's records and were necessary to prosecute this litigation. All expenses were carefully and reasonably expended, and they reflect market rates for various categories of expenses incurred. Expense items are billed separately and such charges are not duplicated in my firm's billing rates.

25. As detailed in the Motion, the Class Representatives provided invaluable service to the Class, were diligent in their efforts, and should be compensated with a reasonable incentive payment of $5,000 each, as expressly permitted in the Agreement. The Plaintiffs have vigorously pursued this action on behalf of themselves and the putative Settlement Class. Among other things, the Class Representatives consulted with my firm about their own experiences with Defendant and provided us relevant documents to help draft the various complaints; reviewed

those complaints before filing; communicated with our attorneys about factual issues; consulted with us about mediation; discussed settlement with my firm; reviewed and agreed to the terms of Settlement Agreement; and provided a declaration and discussed the Preliminary Approval Motion with my firm. The Class Representatives were consistently responsive and invested in the case. I believe that their service materially benefited the Class, and I believe that their vigorous pursuit and effort in this litigation on behalf of the Class should be rewarded with the $5,000 allowed by the Settlement Agreement.

I declare that the above statement is true to the best of my knowledge and belief, and that I understand it is subject to penalty of perjury.

Dated: November 13, 2026

Respectfully submitted,

By: */s/ Simon Franzini*
Simon Franzini

EXHIBIT A

Docusign Envelope ID: 32890AD1-57F2-4005-9E40-DFFB9E751E68



DOVEL & LUNER
LLP

201 Santa Monica Blvd.
Suite 600
Santa Monica,
California 90401
310.656.7066

Attorney-client Agreement
Privileged & Confidential

Dear Christine,

We appreciate that you retained Dovel & Luner, LLP to represent you. This letter sets forth the terms of our agreement.

Scope of representation

After you sign this agreement and provide all requested information, we will conduct an investigation of your potential claims, related to deceptive product discounts, against Mixbook, Interactive Memories, Inc., and any associated entities. If, after completing our investigation, we agree to file suit on behalf of you and all others similarly situated, we will represent you in pursuing your claims in that lawsuit (the "Litigation").

You understand and agree that, if we file a case on your behalf, then we will prosecute your claims as a class action lawsuit. You understand that a class action lawsuit can only be maintained if the Court agrees that the case meets the legal requirements for such a lawsuit. You also understand and agree that we may agree to represent other class members as named plaintiffs.

Your responsibilities

You agree to serve as a class representative in that class action lawsuit. You understand and agree that, as class representative, you are responsible for representing the interests of all members of the class, and fairly considering the interests of the class. You understand and agree that a class representative participates actively in the lawsuit, such as by testifying at deposition, providing information in response to discovery requests, and keeping generally aware of the progress and status of the lawsuit.

You understand that you are responsible for always providing truthful and accurate information to us, and agree to do so. You also understand that you may be required to provide evidence, either to demonstrate your ability to be an adequate plaintiff or to support your claims, and agree to do so. In addition, we have advised you that you must preserve evidence that could potentially be relevant to your claims, and you agree to do so. You agree to keep us generally advised of your whereabouts and to let us know if you move or change your phone number.

Docusign Envelope ID: 32890AD1-57F2-4005-9E40-DFFB9E751E68

Attorneys' fees, costs and disbursements

We agree to represent you on a fully contingent basis and to advance all the costs and expenses associated with prosecuting the case. This means that you will not be responsible for paying any attorneys' fees, costs, or expenses out-of-pocket.

If we obtain a recovery on behalf of the class, whether by settlement or judgment or otherwise, we will ask the Court to reimburse our costs and expenses and to award us reasonable attorneys' fees. These expenses and fees will be paid by the defendant or as a portion of any benefit we obtain on behalf of the class. If we obtain a recovery on your behalf individually, then we will be reimbursed for any out-of-pocket costs and expenses we advanced out of that recovery, and we will be paid attorneys' fees out of that recovery consisting of the greater of: 1) 40% of the gross recovery; 2) our lodestar (calculated as the amount of time we spent on the case multiplied by our hourly rates) 3) the portion of any award or recovery allocated towards attorneys' fees. This fee is not set by law but is negotiable between attorney and client. You will not be required to pay us compensation for any services that are not covered by this contingency fee contract. In no circumstances will the amounts owed to us for cost and expense reimbursement and attorneys' fees exceed the amount recovered from the defendant.

We may associate with additional law firms to pursue the litigation and may agree to divide any recovery of attorneys' fees with those other law firms. This will not increase the total amount of attorneys' fees.

Termination of representation

We reserve the right, in our sole discretion, to withdraw as counsel upon reasonable notice to you for any reason (subject to all ethical rules and legal requirements). For example, we reserve the right to withdraw as counsel if the judge decides not allow the case to proceed as a class action. You agree to cooperate with us in taking all steps to effectuate such a termination, including executing any necessary documents to complete our withdrawal or discharge.

If our representation is terminated for any reason, we will have the right to seek the value of the services that we provided, as well as the costs and expenses we advanced, out of any recovery subsequently obtained in the case from any defendant. You will not be responsible for paying any attorneys' fees, costs, or expenses out-of-pocket.

Publicity and Confidentiality

You agree that you will not publicize or make public statements about the lawsuit (including on social media platforms) without first consulting with us and obtaining our express approval.

You agree that we may, at appropriate times, publicize and/or make public statements about the lawsuit, provided that doing so is consistent with the best interests of the lawsuit and the class.

Docusign Envelope ID: 32890AD1-57F2-4005-9E40-DFFB9E751E68

You agree that you will keep all case-related communications with us confidential, to protect the attorney-client privilege and other applicable privileges.

No tax advice

Any recovery may be taxable. You understand and agree that we do not provide tax advice or practice tax law, and that it is your obligation to obtain independent tax advice with respect to any recovery (whether by settlement or judgment).

Governing Law

This agreement will be governed by California law, without regard to conflict of law principles. This agreement is privileged and confidential under Cal. Bus. & Prof. Code § 6149.

Insurance

We maintain errors and omissions insurance applicable to this representation.

If you are satisfied with the terms of this agreement, please sign one copy and return it to us. We look forward to working with you.

Sincerely yours,



Christin Cho
Partner
Dovel & Luner, LLP

AGREED:

CHRSTINE DUMM

Signature: DocuSigned by: Christine Dumm E92A593F45FA463...

EXHIBIT B

Docusign Envelope ID: 12DF1322-CD32-4CEE-A1CF-1C1F39223EBE



DOVEL & LUNER
LLP

201 Santa Monica Blvd.
Suite 600
Santa Monica,
California 90401
310.656.7066

Attorney-client Agreement
Privileged & Confidential

Dear Ally,

We appreciate that you retained Dovel & Luner, LLP to represent you. This letter sets forth the terms of our agreement.

Scope of representation

After you sign this agreement and provide all requested information, we will conduct an investigation of your potential claims, related to deceptive product discounts, against Mixbook, Interactive Memories, Inc., and any associated entities. If, after completing our investigation, we agree to file suit on behalf of you and all others similarly situated, we will represent you in pursuing your claims in that lawsuit (the "Litigation").

You understand and agree that, if we file a case on your behalf, then we will prosecute your claims as a class action lawsuit. You understand that a class action lawsuit can only be maintained if the Court agrees that the case meets the legal requirements for such a lawsuit. You also understand and agree that we may agree to represent other class members as named plaintiffs.

Your responsibilities

You agree to serve as a class representative in that class action lawsuit. You understand and agree that, as class representative, you are responsible for representing the interests of all members of the class, and fairly considering the interests of the class. You understand and agree that a class representative participates actively in the lawsuit, such as by testifying at deposition, providing information in response to discovery requests, and keeping generally aware of the progress and status of the lawsuit.

You understand that you are responsible for always providing truthful and accurate information to us, and agree to do so. You also understand that you may be required to provide evidence, either to demonstrate your ability to be an adequate plaintiff or to support your claims, and agree to do so. In addition, we have advised you that you must preserve evidence that could

Docusign Envelope ID: 12DF1322-CD32-4CEE-A1CF-1C1F39223EBE

potentially be relevant to your claims, and you agree to do so. You agree to keep us generally advised of your whereabouts and to let us know if you move or change your phone number.

Attorneys' fees, costs and disbursements

We agree to represent you on a fully contingent basis and to advance all the costs and expenses associated with prosecuting the case. This means that you will not be responsible for paying any attorneys' fees, costs, or expenses out-of-pocket.

If we obtain a recovery on behalf of the class, whether by settlement or judgment or otherwise, we will ask the Court to reimburse our costs and expenses and to award us reasonable attorneys' fees. These expenses and fees will be paid by the defendant or as a portion of any benefit we obtain on behalf of the class. If we obtain a recovery on your behalf individually, then we will be reimbursed for any out-of-pocket costs and expenses we advanced out of that recovery, and we will be paid attorneys' fees out of that recovery consisting of the greater of: 1) 40% of the gross recovery; 2) our lodestar (calculated as the amount of time we spent on the case multiplied by our hourly rates) 3) the portion of any award or recovery allocated towards attorneys' fees. This fee is not set by law but is negotiable between attorney and client. You will not be required to pay us compensation for any services that are not covered by this contingency fee contract. In no circumstances will the amounts owed to us for cost and expense reimbursement and attorneys' fees exceed the amount recovered from the defendant.

We may associate with additional law firms to pursue the litigation and may agree to divide any recovery of attorneys' fees with those other law firms. This will not increase the total amount of attorneys' fees.

Termination of representation

We reserve the right, in our sole discretion, to withdraw as counsel upon reasonable notice to you for any reason (subject to all ethical rules and legal requirements). For example, we reserve the right to withdraw as counsel if the judge decides not allow the case to proceed as a class action. You agree to cooperate with us in taking all steps to effectuate such a termination, including executing any necessary documents to complete our withdrawal or discharge.

If our representation is terminated for any reason, we will have the right to seek the value of the services that we provided, as well as the costs and expenses we advanced, out of any recovery subsequently obtained in the case from any defendant. You will not be responsible for paying any attorneys' fees, costs, or expenses out-of-pocket.

Publicity and Confidentiality

You agree that you will not publicize or make public statements about the lawsuit (including on social media platforms) without first consulting with us and obtaining our express approval.

Docusign Envelope ID: 12DF1322-CD32-4CEE-A1CF-1C1F39223EBE

You agree that we may, at appropriate times, publicize and/or make public statements about the lawsuit, provided that doing so is consistent with the best interests of the lawsuit and the class.

You agree that you will keep all case-related communications with us confidential, to protect the attorney-client privilege and other applicable privileges.

No tax advice

Any recovery may be taxable. You understand and agree that we do not provide tax advice or practice tax law, and that it is your obligation to obtain independent tax advice with respect to any recovery (whether by settlement or judgment).

Governing Law

This agreement will be governed by California law, without regard to conflict of law principles. This agreement is privileged and confidential under Cal. Bus. & Prof. Code § 6149.

Insurance

We maintain errors and omissions insurance applicable to this representation.

If you are satisfied with the terms of this agreement, please sign one copy and return it to us. We look forward to working with you.

Sincerely yours,

Christin Cho
Partner
Dovel & Luner, LLP

AGREED:

ALLY STONEHAM

Signature: Signed by: Ally Stoneham 82C16659B08242A... _____

EXHIBIT C

Docusign Envelope ID: B80B9C54-5433-4265-BCA9-37F526E473DB



DOVEL & LUNER
LLP

201 Santa Monica Blvd.
Suite 600
Santa Monica,
California 90401
310.656.7066

Attorney-client Agreement
Privileged & Confidential

Dear Joe,

We appreciate that you retained Dovel & Luner, LLP to represent you. This letter sets forth the terms of our agreement.

Scope of representation

After you sign this agreement and provide all requested information, we will conduct an investigation of your potential claims, related to deceptive product discounts, against Mixbook, Interactive Memories, Inc., and any associated entities. If, after completing our investigation, we agree to file suit on behalf of you and all others similarly situated, we will represent you in pursuing your claims in that lawsuit (the "Litigation").

You understand and agree that, if we file a case on your behalf, then we will prosecute your claims as a class action lawsuit. You understand that a class action lawsuit can only be maintained if the Court agrees that the case meets the legal requirements for such a lawsuit. You also understand and agree that we may agree to represent other class members as named plaintiffs.

Your responsibilities

You agree to serve as a class representative in that class action lawsuit. You understand and agree that, as class representative, you are responsible for representing the interests of all members of the class, and fairly considering the interests of the class. You understand and agree that a class representative participates actively in the lawsuit, such as by testifying at deposition, providing information in response to discovery requests, and keeping generally aware of the progress and status of the lawsuit.

You understand that you are responsible for always providing truthful and accurate information to us, and agree to do so. You also understand that you may be required to provide evidence, either to demonstrate your ability to be an adequate plaintiff or to support your claims, and agree to do so. In addition, we have advised you that you must preserve evidence that could potentially be relevant to your claims, and you agree to do so. You agree to keep us generally advised of your whereabouts and to let us know if you move or change your phone number.

Docusign Envelope ID: B80B9C54-5433-4265-BCA9-37F526E473DB

Attorneys' fees, costs and disbursements

We agree to represent you on a fully contingent basis and to advance all the costs and expenses associated with prosecuting the case. This means that you will not be responsible for paying any attorneys' fees, costs, or expenses out-of-pocket.

If we obtain a recovery on behalf of the class, whether by settlement or judgment or otherwise, we will ask the Court to reimburse our costs and expenses and to award us reasonable attorneys' fees. These expenses and fees will be paid by the defendant or as a portion of any benefit we obtain on behalf of the class. If we obtain a recovery on your behalf individually, then we will be reimbursed for any out-of-pocket costs and expenses we advanced out of that recovery, and we will be paid attorneys' fees out of that recovery consisting of the greater of: 1) 40% of the gross recovery; 2) our lodestar (calculated as the amount of time we spent on the case multiplied by our hourly rates) 3) the portion of any award or recovery allocated towards attorneys' fees. This fee is not set by law but is negotiable between attorney and client. You will not be required to pay us compensation for any services that are not covered by this contingency fee contract. In no circumstances will the amounts owed to us for cost and expense reimbursement and attorneys' fees exceed the amount recovered from the defendant.

We may associate with additional law firms to pursue the litigation and may agree to divide any recovery of attorneys' fees with those other law firms. This will not increase the total amount of attorneys' fees.

Termination of representation

We reserve the right, in our sole discretion, to withdraw as counsel upon reasonable notice to you for any reason (subject to all ethical rules and legal requirements). For example, we reserve the right to withdraw as counsel if the judge decides not allow the case to proceed as a class action. You agree to cooperate with us in taking all steps to effectuate such a termination, including executing any necessary documents to complete our withdrawal or discharge.

If our representation is terminated for any reason, we will have the right to seek the value of the services that we provided, as well as the costs and expenses we advanced, out of any recovery subsequently obtained in the case from any defendant. You will not be responsible for paying any attorneys' fees, costs, or expenses out-of-pocket.

Publicity and Confidentiality

You agree that you will not publicize or make public statements about the lawsuit (including on social media platforms) without first consulting with us and obtaining our express approval.

You agree that we may, at appropriate times, publicize and/or make public statements about the lawsuit, provided that doing so is consistent with the best interests of the lawsuit and the class.

Docusign Envelope ID: B80B9C54-5433-4265-BCA9-37F526E473DB

You agree that you will keep all case-related communications with us confidential, to protect the attorney-client privilege and other applicable privileges.

No tax advice

Any recovery may be taxable. You understand and agree that we do not provide tax advice or practice tax law, and that it is your obligation to obtain independent tax advice with respect to any recovery (whether by settlement or judgment).

Governing Law

This agreement will be governed by California law, without regard to conflict of law principles. This agreement is privileged and confidential under Cal. Bus. & Prof. Code § 6149.

Insurance

We maintain errors and omissions insurance applicable to this representation.

If you are satisfied with the terms of this agreement, please sign one copy and return it to us. We look forward to working with you.

Sincerely yours,



Christin Cho
Partner
Dovel & Luner, LLP

AGREED:

JOE KELLEY

Signature: DocuSigned by: Joe Kelley FFA45ADA982B49A...