

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

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

SHIRIN CHAHAL, ANDREA PERSSON and
JOHNATHAN ACEVEDO, each individually
and on behalf of all others similarly situated,

Plaintiffs,

v.

COZY EARTH HOLDINGS, INC.,

Defendant.

Case No. 26CV07895

**PLAINTIFFS' UNOPPOSED
STATEMENT OF ATTORNEYS' FEES
AND COSTS**

Hon. Shelley D. Russell

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

3 1. Plaintiffs are entitled to recover attorneys' fees, costs, and disbursements
4 pursuant to the common fund doctrine and Oregon Rule of Civil Procedure 32 M. *See Strawn v.*
5 *Farmers Ins. Co.*, 353 Or. 210, 216 (2013) ("In the context of class-action litigation specifically,
6 the common-fund doctrine permits attorney fee awards from a monetary judgment that benefits
7 the class" and was codified by ORCP 32). And, the Settlement agreement expressly provides that
8 Plaintiffs may recover, and Defendant will pay, up to \$645,000 in attorneys' fees and expenses.

9 2. Plaintiffs request \$634,734.96 in attorneys' fees, as permitted under the
10 Settlement Agreement. As set forth in detail in **Exhibit 1** (Plaintiffs' Memorandum in Support of
11 Plaintiffs' Statement of Attorneys' Fees and Costs), the legal fees alone about 18.5 percent of the
12 value of the benefits (including the fee and cost payment) conferred to the Class under the
13 Settlement. This is below what is typically awarded in similar circumstances, and justified by the
14 work performed and results achieved. In addition, the Settlement provides for the payment of
15 these fees on top of the relief distributed to the Settlement Class, meaning that the requested fees
16 will not detract from the direct relief that the Class will receive under the Settlement. The
17 requested fees cover Counsel's past work and anticipated future work in the case. A description
18 of the work performed is also set forth in **Exhibit 1**.

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

21 4. Plaintiffs seek \$10,265.04 in litigation expenses advanced by Counsel that are
22 recoverable under the Settlement Agreement. These expenses are itemized in **Exhibit 2**.

23 5. In summary, Plaintiffs are entitled to an award of reasonable and necessary
24 attorneys' fees in the sum of \$634,734.96, and litigation expenses in the sum of \$10,265.04.

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

4
5 Dated: June 8, 2026

Signature: /s/ Jonas Jacobson

6 OSB# (if applicable): 231106

Print Name: Jonas Jacobson

7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

EXHIBIT 1

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

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

SHIRIN CHAHAL, ANDREA PERSSON and
JOHNATHAN ACEVEDO, each individually
and on behalf of all others similarly situated,

Plaintiffs,

v.

COZY EARTH HOLDINGS, INC.,

Defendant.

Case No. 26CV07895

**MEMORANDUM IN SUPPORT OF
PLAINTIFFS' UNOPPOSED
STATEMENT OF ATTORNEYS' FEES
AND COSTS**

Hon. Shelley D. Russell

Table of Contents

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

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 Factors6

 B. O.R.S. § 20.075(2) Factors 11

 C. O.R.S. § 20.075(1) Factors 14

V. The requested costs are reasonable and should be approved..... 15

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

VII. Conclusion..... 17

1 **I. Introduction.**

2 On April 21, 2026, the Court preliminarily approved the Parties' proposed settlement as
3 fair, reasonable, and adequate, and certified the proposed Settlement Class in this case. The
4 Court also preliminarily appointed Plaintiffs Andrea Persson, Jonathan Acevedo, and Shirin
5 Chahal as Class Representatives, and appointed the attorneys of Dovel & Luner LLP as
6 Settlement Class Counsel. And the Court directed notice be sent to Settlement Class Members,
7 and scheduled a hearing to consider whether to grant final approval to the Settlement and to
8 consider any motion filed by Plaintiffs seeking attorneys' fees, costs, and incentive awards for
9 August 3, 2026.

10 Notice has now been distributed to Settlement Class Members in accordance with the
11 Court's preliminary approval order. And Class Counsel now moves for an award of attorneys'
12 fees in the amount of \$634,734.96. This amount is expressly permitted under the Settlement, and
13 Defendant has agreed to pay it on top of the relief it has agreed to distribute to the Settlement
14 Class. The requested fees represent only about 18.5 percent of the Settlement's total value—
15 below what is typically awarded in similar cases. And, Class Counsel has achieved an excellent
16 result for the Settlement Class while dedicating time and resources to prosecuting this case on a
17 contingency basis, facing a real risk of recovering nothing. Class Counsel also seeks the
18 reimbursement of \$10,265.04 in expenses. These expenses were reasonably incurred for the
19 litigation and settlement of this matter, and again, the reimbursement of expenses in this amount
20 is expressly permitted under the Settlement. The Court should award the requested fees and costs
21 in full.

22 Class Counsel also moves for incentive awards of \$5,000 to be awarded to each named
23 Plaintiff, for their significant service as class representatives. Plaintiffs have been model class
24

1 representatives and have achieved a strong result for the Class. The Court should award the
2 requested incentive awards in full as well.

3 **II. Background.**

4 In this case, Plaintiffs allege that Defendant falsely represented its products as being
5 subject to limited-time discounts, when in fact, Plaintiffs allege, the products were always
6 discounted and thus, always available for less than their purported regular prices. Complaint (or
7 “Compl.”) ¶¶ 9-12. Oregon and California law both prohibit sellers from falsely representing that
8 a product is on sale, when it actually is not. *See, e.g.*, O.R.S. § 646.608(j); Cal. Bus. & Prof.
9 Code §§ 17200,17500; Cal. Civ. Code § 1770. After a thorough pre-suit investigation into
10 Defendant’s pricing and the sales practices on its website, including the gathering of extensive
11 archival data, Declaration of Jonas Jacobson (“Jacobson Decl.”) ¶ 8, Plaintiffs brought this suit
12 alleging that Defendant’s pricing and promotional practices violate Oregon and California law.¹
13 Defendant has consistently denied, and continues to deny, all factual and legal allegations
14 alleged by Plaintiffs.

15 To attempt to conserve judicial and party resources, the Parties began discussing potential
16 resolution early in the case, and continued negotiating for months. Jacobson Decl. ¶¶ 9-11. The
17 Parties sought to negotiate a resolution through private mediation. *Id.* ¶ 9. And to oversee the
18 mediation, the Parties mutually selected a well-respected mediator with extensive experience
19

20 ¹ As described at preliminary approval, *see* Jacobson Declaration in Support of Plaintiffs’
21 Preliminary Approval Motion, ¶ 10, Plaintiffs Andrea Persson and Jonathan Acevedo originally
22 filed suit on June 16, 2025, in the United States District Court for the Central District of
23 California. *See Andrea Persson and Jonathan Acevedo v. Cozy Earth Holdings, Inc.*, Case No.
24 8:25-cv-01294-JVS(JDEx) (C.D. Cal. 2025). To conserve judicial and Party resources, after
Plaintiffs reached a class wide settlement encompassing the claims of all three Plaintiffs and
other similarly situated consumers in their respective states, Plaintiffs filed the Consolidated
Class Action Complaint in this Court bringing the claims of all three Plaintiffs and the
Settlement Class.

1 mediating consumer class actions (and false discount cases in particular): the Honorable Charles
2 “Tim” McCoy (Ret.) of JAMS. *Id.*

3 To ensure an excellent settlement, Class Counsel went into the mediation with a thorough
4 understanding of the issues. Class Counsel’s experience litigating similar cases, their efforts in
5 the case thus far (including the extensive pre-suit investigation), and information exchanged
6 between the Parties allowed Class Counsel to prepare a substantive mediation brief addressing
7 both Defendant’s liability and a potential settlement structure. *Id.* ¶ 10.

8 The Parties attended a mediation on October 30, 2025 before Judge McCoy, and were
9 able to reach an agreement in principle at that mediation. *Id.* ¶ 11. Then, over the following
10 weeks, the Parties negotiated and agreed to a term sheet, which laid out the material terms of the
11 agreement. *Id.* After finalizing the term sheet, the Parties began negotiating a long-form
12 settlement agreement. This process took several months and required discussion among counsel
13 and back-and-forth drafts. *Id.* The long-form Agreement was fully executed on February 13,
14 2026. *Id.*

15 Under the terms of the Agreement, each Settlement Class Member will receive \$35 in
16 direct relief, in either cash (a “Cash Benefit”) or as a flexible website credit (a “Credit Voucher”)
17 —at their election. *Id.* ¶ 12; *see* Dkt. 7 (“Preliminary Approval Motion”) at 4-6 (explaining
18 Settlements Class Members’ ability to choose between a Cash Benefit or Credit Voucher). After
19 compiling a final class list, Defendant’s records revealed 77,933 unique Class Members.
20 Jacobson Decl. ¶ 14. Thus, the Settlement will provide approximately \$2,727,655 in direct relief
21 to the Settlement Class.² *Id.*

22
23 ² As is common after a Defendant finalizes a class list, the final number of Class
24 Members varies slightly from the Parties’ initial estimate of 78,040 Class Members. This
difference is immaterial and does not in any way impact the relief provided to Settlement Class
Members under the Settlement.

1 In addition to the direct relief provided to Settlement Class Members, Defendant has
2 agreed to pay notice and administration expenses of approximately \$45,000, as well as
3 reasonable attorneys' fees and costs of up to \$645,000, and incentive awards of up to \$5,000 for
4 each of the three named Plaintiffs, as awarded by the Court. Jacobson Decl. ¶ 14. Because
5 Defendant will pay the administration costs, as well as all awarded fees, costs, and incentive
6 awards on top of the direct relief provided to the Settlement Class, those costs will not detract
7 from the direct compensation that each Class Member will receive under the Settlement. And,
8 with all the additional costs added in, the total value of the Settlement is more than \$3.4 million.

9 *Id.*

10 **III. Legal standard.**

11 Under the common fund doctrine, “the court may order reasonable attorney fees and
12 litigation expenses of the class to be paid from the [class’s] recovery.” Or. R. Civ. P. 32 M(1)(c).
13 The touchstone for evaluating attorneys’ fees is reasonableness. *Id.*; *Strawn v. Farmers Ins. Co.*,
14 353 Or. 210, 216 (2013) (“ORCP 32 . . . authoriz[es] a reasonable fee award.”). In cases that
15 create a common benefit like this one, courts favor the percentage-of-the-fund method for
16 assessing attorneys’ fees over the lodestar method. *Strawn*, 353 Or. at 219. Plus, when attorneys
17 work on contingency, “the per hour calculation is not determinative of the reasonableness of the
18 fee.” *Erickson v. Farmers Ins. Co.*, 175 Or. App. 548, 550 (Or. Ct. App. 2001). Instead, the fee
19 should recognize the benefits achieved and that counsel has devoted significant resources to the
20 litigation while bearing the risk that there may be no recovery at the end of the case. *Id.*

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

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

3 Here, the Settlement creates a common benefit for all Class Members: direct payments of
4 \$35 per Class Member, as well as additional funds to pay for notice, fees, costs, and incentive
5 awards on top. As Class Counsel’s fee agreements with the Class Representatives confirm, Class
6 Counsel worked on this case on a fully contingent basis. Jacobson Decl. ¶ 15; *id.* Exhibits A, B,
7 & C. The requested fees—\$634,734.96 out of a total recovery of over \$3.4 million—amount to
8 about 18.5 percent of the total recovery, below what is normally awarded in similar cases. And,
9 Oregon Rule of Civil Procedure 32 M and O.R.S. § 20.075, discussed more thoroughly below,
10 confirm the reasonableness of the requested attorneys’ fees.

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

12 **A. Rule 32 Factors**

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

- 15 (i) The time and effort expended by the attorney in the litigation, including the
16 nature, extent, and quality of services rendered;
- 17 (ii) Results achieved and benefits conferred upon the class;
- 18 (iii) The magnitude, complexity, and uniqueness of the litigation;
- 19 (iv) The contingent nature of success; and
- 20 (v) Appropriate criteria in Rule 1.5 of the Oregon Rules of Professional Conduct.

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

22 The time and effort expended by Class Counsel in the litigation, including the nature,
23 extent, and quality of services rendered: Class Counsel has dedicated, and will continue to
24 dedicate, substantial time and resources to this case. Jacobson Decl. ¶ 20. As detailed above and

1 in the Jacobson Declaration, this work has so far included an extensive investigation before any
2 case was even filed, *id.* ¶ 8; the drafting and filing of the original complaint (and a first amended
3 complaint) by Plaintiffs Persson and Acevedo in California federal court before Plaintiffs’ claims
4 were consolidated here, *id.*; advancing settlement negotiations through the exchange of
5 information, *id.* ¶ 10; a JAMS mediation before an experienced mediator, *id.* ¶ 11; the
6 negotiation of a term sheet and long-form settlement agreement, *id.*; proceeding through the class
7 certification and settlement approval process, *id.* ¶ 20; and working with the Settlement
8 Administrator to prepare and distribute effective class notice, *id.* And Class Counsel also expects
9 to undertake substantial additional work before this case concludes. *Id.* This additional work will
10 include overseeing the settlement administration process, answering Class Members’ questions,
11 and corresponding with the Settlement Administrator; preparing a final approval motion;
12 responding to objections (if any); attending a final approval hearing; supervising the distribution
13 of the Settlement Awards; and handling an appeal (if any). *Id.*

14 Class Counsel’s services were, and will continue to be, of very high quality. Class
15 Counsel has substantial experience with complex class actions. *Id.* ¶¶ 3-6. For example, Counsel
16 has achieved victory in jury trials—including a class jury verdict of \$925 million dollars—and
17 has also negotiated favorable settlements in many cases, including class actions. *Id.* ¶¶ 3-5. Class
18 Counsel also has significant expertise in litigating false discount class action cases specifically.
19 *Id.* ¶¶ 5-7. Class Counsel has prosecuted, and is continuing to prosecute, numerous false discount
20 cases asserting claims similar to those alleged in this lawsuit against a variety of defendants. *Id.* ¶
21 5; *e.g.*, *Barr v. SelectBlinds LLC*, 2024 U.S. Dist. LEXIS 39068, at *37 (C.D. Cal. Mar. 4, 2024)
22 (noting that Counsel “has specific expertise in litigating ‘fake discounts,’ which ‘go[] relatively
23 unchecked in the e-commerce space.’”). Class Counsel has spent numerous hours on these cases,
24 including, among other things, substantial time spent developing the theories central to this case,

1 investigating applicable causes of action, researching potential defenses, drafting and developing
2 strategies for class certification motions, and crafting damages models. Jacobson Decl. ¶¶ 5-7,
3 21. As a result, Class Counsel has developed significant expertise in this niche area of the law,
4 and has grown increasingly efficient and effective in litigating the relevant issues. This extensive
5 experience and competence in this area benefits class members in each of these cases, including
6 the Settlement Class here.

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

15 The results achieved and benefits conferred upon the Settlement Class: As described
16 above, the results achieved and benefits conferred upon the Class from the Settlement are
17 excellent. The Settlement provides more than \$2.7 million in direct relief to the Settlement Class
18 in the form of \$35 in direct compensation to each Class Member. And when accounting for
19 administration costs, attorneys' fees and costs, and incentive awards—all of which are paid on
20 top of the direct relief—the total value of the benefits conferred upon the Class is over \$3.4
21 million. *Id.* ¶ 14.

22 The Settlement provides Class Members the option of receiving their \$35 Settlement
23 Award in meaningful and flexible credit, or in cash. Preliminary Approval Motion, Exhibit 1
24 (“Agreement”), § III(C)(1). And a per-Class Member award of \$35—especially in a case

1 involving relatively low-cost consumer goods—is an excellent outcome when compared to
2 similar cases. *See* Preliminary Approval Motion at 15 (discussing settlements in other false
3 discount cases). If Settlement Class Members do not submit a claim form requesting a Cash
4 Benefit—which is easily accessible on the Settlement Website—they will automatically receive
5 a Credit Voucher by email, which can be used to purchase any product from Defendant’s
6 website. Agreement §§ III(C)(1-2). This takes advantage of information already available to
7 Defendant (Settlement Class Members’ emails) to efficiently provide relief to the Settlement
8 Class. And, as a result, the Settlement provides far more comprehensive relief than many similar
9 settlements, which often afford relief only to those class members who file a claim. *See*
10 Preliminary Approval Motion at 16.

11 Plus, the Credit Vouchers that Class Members (who do not file a claim for cash) will
12 receive under the Settlement are highly flexible. Under the terms of the Settlement, Credit
13 Vouchers can be used to purchase any product from Defendant’s website, without exclusions or
14 restrictions. Agreement § III(C)(2). The Vouchers can also be combined with any other sale or
15 promotion offered by Defendant, and they are freely transferable and stackable. *Id.* And they are
16 valid for two full years after distribution, meaning that Settlement Class Members need not hurry
17 to use them, and can instead wait and use them on a purchase they really want to make. *Id.*; *see*
18 *Chaikin v. Lululemon USA Inc.*, 2014 U.S. Dist. LEXIS 35258, at *20 (S.D. Cal. Mar. 14, 2014)
19 (finally approving settlement where credit vouchers can be used at any time during a six-month
20 period). Plus, Defendant sells commonly used and needed products, and sells many for less than
21 \$35, meaning that Class Members can choose between numerous useful products, many
22 available for less than the value of a voucher. Jacobson Decl. ¶ 13.

23 Finally, in addition to the direct relief, the Settlement also requires that Defendant cover
24 notice and administration costs, attorneys’ fees and costs, and incentive awards. These additional

1 costs benefit the Settlement Class as well. *See Bell v. Redfin Corp.*, 2023 U.S. Dist. LEXIS
2 211383, at *14 (S.D. Cal. Nov. 28, 2023) (notice and administration costs “were reasonably
3 incurred for the benefit of the Class” and so should be included in the total value of the
4 settlement); *Hart v. BHH, LLC*, 2020 U.S. Dist. LEXIS 173634, at *21 (S.D.N.Y. Sept. 22,
5 2020) (“The class benefits from having counsel represent them. Therefore, even if indirectly,
6 attorneys’ fees paid directly by the defendant are a benefit to the class.”).

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

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

14 The contingent nature of success: When determining attorneys’ fees, courts look to the
15 risks involved in the litigation. Here, success for the Class was never guaranteed; as discussed
16 above and in Plaintiffs’ Preliminary Approval Motion, cases like this one are regularly dismissed
17 for a variety of reasons, including legal challenges at the pleading and summary judgment stages,
18 class certification, and the viability of damages models. *Id.* In short, Class Counsel took
19 significant risk by prosecuting this case on a contingency fee basis, including the risk of
20 potentially getting no recovery at all. Jacobson Decl. ¶¶ 15, 17-18; *id.*, Exhibits A, B, & C.

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

1 **B. O.R.S. § 20.075(2) Factors**

2 O.R.S. § 20.075(2) provides that courts shall consider nine factors “in determining the
3 amount of an award of attorney fees.”

4 The time and labor required in the proceeding, the novelty and difficulty of the questions
5 involved in the proceeding, and the skill needed to perform the legal services: Securing this more
6 than \$3.4 million settlement for the Settlement Class required significant work, effort, and skill.
7 Navigating the challenges of this case required extensive knowledge and experience with the
8 Oregon Unfair Trade Practices Act, California’s consumer protection statutes, Oregon and
9 California common law, and class action procedure. Resolving the case required expert
10 mediation and settlement skills. Additionally, Class Counsel’s reputation and experience as a
11 top-tier class action firm and trial team, ready and able to litigate this case to victory at a jury
12 trial, was crucial to establishing the strong negotiation position that enabled the Settlement. *See*
13 *Jacobson Decl.* ¶¶ 3-7.

14 The likelihood, if apparent to the client, that the acceptance of the particular employment
15 by the attorney would preclude the attorney from taking other cases: A large class action such as
16 this is a major commitment of resources for a small firm—and Class Counsel’s firm is small,
17 currently employing fewer than 25 attorneys. A case like this will necessarily limit such a firm’s
18 ability to take on other work alongside it, and it did so here. *Id.* ¶ 20.

19 The fee customarily charged in the locality for similar services: In individual contingent
20 fee cases, the customary fee is one-third, or roughly 33 percent. In class actions, fees typically
21 range from 20 to 30 percent, with a “reasonable starting point” of approximately 25 percent.
22 *Strawn*, 353 Or. at 229-230. Here, Class Counsel seeks fees below that benchmark:
23 approximately 18.5 percent of the total Settlement value.

1 The amount involved in the controversy and the results obtained: The recovery of \$35
2 direct Settlement Awards for each of the nearly 78,000 Class Members, and more than \$3.4
3 million in total benefits, exceeds per-class-member and overall recovery (proportional to the size
4 of the class at issue) in many similar cases. *See* Preliminary Approval Motion at 15; *see e.g.*,
5 *Jacobo v. Ross Stores, Inc.*, 2019 U.S. Dist. LEXIS 247426, at *10 (C.D. Cal. Aug. 6, 2019)
6 (granting approval to a false discount settlement which provided \$4.85 million in total relief to a
7 class of almost 4 million, resulting in payments of \$10.45 in store credit each, to only those who
8 filed claims); *Russell v. Kohl's Dep't Stores, Inc.*, 755 F. App'x 605, 608 (9th Cir. 2018)
9 (affirming approval of false discount settlement which provided \$6.15 million in total relief to a
10 class of over 8.8 million, resulting in payouts of approximately \$10 in gift cards each, to only
11 those who filed claims); *Russell v. Kohl's Department Stores, Inc.*, Case No. 5:15-cv-01143-
12 RGK-SP (C.D. Cal.), Dkt. 86-1 (final approval motion describing that settlement); *Williams v.*
13 *Udemy, Inc.*, 2023 Cal. Super. LEXIS 65128, at *2 (San Diego Super. Ct. Aug. 28, 2023)
14 (granting approval to a false discount settlement that provided for \$4 million in total relief to a
15 class of more than 7 million, and \$4 per qualifying purchase, to only those who filed claims).
16 And the Settlement is especially favorable in that it provides relief to all Settlement Class
17 Members, not just those who file claims. *See* Preliminary Approval Motion at 16 (collecting
18 similar cases where settlements required class members to file a claim to receive any relief).

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

22 The nature and length of the attorneys' professional relationship with the client: This
23 factor, intended to address interactions with long-term, institutional clients, is of limited
24

1 relevance in consumer class actions, where plaintiffs’ relationship with counsel is naturally
2 limited in time and scope.

3 The experience, reputation, and ability of the attorneys performing the services: Class
4 Counsel have ample experience and ability in class actions and complex litigation. Past wins
5 include a \$925 million jury verdict in Oregon federal court, *Wakefield v. ViSalus, Inc.*, No. 3:15-
6 cv-1857-SI (D. Or.), a more than \$16 million settlement in a false discount class action in
7 Oregon federal court, *Zuccaro v. Hot Topic, Inc.*, No. 3:23-cv-01242-MO (D. Or.), a more than
8 \$18 million settlement in a false discount class action in Oregon state court, *Moran Lopez et al.*
9 *v. The Shade Store, LLC*, No. 25CV49752 (Or. Cir. Ct. Multnomah Cnty), and another more than
10 \$14 million settlement in a false discount class action in Oregon state court, *DePauw et al. v.*
11 *Whitestone Home Furnishings, LLC*, No. 24CV25629 (Or. Cir. Ct. Multnomah Cnty). In 2020,
12 Class Counsel was selected as a finalist for The National Law Journal’s 2020 Elite Trial Lawyers
13 “Law Firm of the Year” award in Consumer Protection. Jacobson Decl. ¶ 3.

14 Class Counsel also has ample experience in false discount cases, including several
15 ongoing cases that are being heavily litigated by Counsel’s law firm. Jacobson Decl. ¶ 5; *see e.g.*,
16 *McCarrell v. RugsUSA, LLC*, No. 3:23-cv-00454-AB (D. Or.); *Plata v. Lands’ End, Inc.*, No
17 5:24-cv-00723-MEMF-SP (C.D. Cal.); *McCaskill v. Goose Creek Candles LLC*, No. 5:25-cv-
18 01924-FMO-MBK (C.D. Cal.).

19 Whether the fee is fixed or contingent: The fee in this case is wholly contingent. Jacobson
20 Decl. ¶ 15.

21 Whether the attorney performed the services on a pro bono basis or the award of attorney
22 fees otherwise promotes access to justice: Class Counsel’s work on a contingent basis in this
23 case has allowed tens of thousands of Oregon and California consumers to obtain real economic
24 relief from Defendant’s allegedly unlawful trade practices. Class Members likely would not have

1 been able to obtain this economic relief if litigating on an individual basis. *See Barr*, 2024 U.S.
2 Dist. LEXIS 39068, at *37 (False discounting “go[es] relatively unchecked in the e-commerce
3 space.”). Contingent fee awards like the one requested here are necessary to enable attorneys to
4 litigate large-scale consumer class actions such as these.

5 **C. O.R.S. § 20.075(1) Factors**

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

11 First, Plaintiffs’ claims were reasonable, and the Parties’ litigation conduct was
12 reasonable and diligent. As described above, Counsel performed an extensive pre-suit
13 investigation to assess Defendant’s liability before ever filing suit. Jacobson Decl. ¶ 8. This
14 investigation, combined with Counsel’s experience in these types of cases, ensured Plaintiffs’
15 claims were reasonable. Plaintiffs then diligently filed suit and pursued the case, eventually
16 while simultaneously pursuing settlement, which led to an early resolution of the case and
17 excellent settlement relief for the Settlement Class.

18 Second, the Parties’ settlement conduct was reasonable and diligent. As discussed above,
19 the Parties approached settlement discussions reasonably and conscientiously. They promptly
20 scheduled a mediation with the Honorable Tim McCoy (Ret.) of JAMS, a well-respected
21 mediator with extensive experience settling consumer class actions generally and false discount
22 cases specifically. They diligently participated in the negotiations, including by exchanging
23 information, including on Defendant’s sales, and preparing a mediation brief. *Id.* ¶ 10. They
24 participated in a mediation, overseen by Judge McCoy. *Id.* ¶ 11. And they arduously negotiated

1 both a term sheet and a long-form agreement, which ultimately went through multiple rounds of
2 redline drafts before it was executed. *Id.* These facts, ultimately leading to an excellent
3 settlement, demonstrate reasonableness and diligence in settlement conduct.

4 Third, attorneys’ fees serve an important deterrent effect in consumer protection class
5 action cases like this one. Legislatures rely on fees awards to further the public policy of
6 consumer protection statutes and encourage private enforcement. *E.g., Clark v. Eddie Bauer*
7 *LLC*, 371 Or. 177, 193 (2023) (quoting *Weigel v. Ron Tonkin Chevrolet Co.*, 298 Or. 127, 134
8 (1984)). Absent attorneys’ fees awards, consumer protection cases like this one—benefiting
9 nearly 78,000 people—would rarely, if ever, be brought. So, for consumer protection statutes to
10 serve their intended deterrent effects, attorneys who bring and successfully resolve class actions
11 must be compensated for their efforts through reasonable fees awards that take into account the
12 benefits that their efforts confer on the classes they represent. *See Strawn*, 353 Or. at 217 (the
13 percentage method favored in common fund cases “more directly reflects the result achieved”).

14 * * *

15 In sum: Class Counsel expended substantial time and effort on this case and achieved an
16 excellent result for the Settlement Class. And the requested attorneys’ fees of \$634,734.96 are
17 below the benchmark and more than justified considering the results achieved and the work
18 performed to achieve them. The Court should award the requested fees in full.

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

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

1 Here, Class Counsel incurred a total of \$10,265.04 in reasonable out-of-pocket litigation
2 and settlement expenses. Exhibit 2; Jacobson Decl. ¶ 23. These expenses were reasonably
3 necessary and not excessive. Jacobson Decl. ¶ 23. And awarding these costs does not reduce the
4 recovery for the Class. Agreement § III(E)(1). They should be approved in full.

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

6 “Incentive fees are intended to address a cost burden that class actions disproportionately
7 impose on the class representative.” *Strawn*, 353 Or. at 242. “Those costs may include spending
8 time learning about the case; being subject to the time, expense, and intrusiveness of discovery,”
9 and other disadvantages like possible retaliation. *Id.* Incentive awards also help address the “free
10 rider” problem, where an otherwise meritorious class action may not be brought because “all the
11 class members hope that someone else will assume the burden of serving as class
12 representative.” *Id.* at 243.

13 Here, Plaintiffs request incentive awards of \$5,000 each. Each award amounts to less than
14 0.15 percent of the Settlement’s total monetary value. *See Strawn*, 353 Or. at 243 (“[O]n
15 average” incentive awards are “0.16 percent of the class recovery”). And the value of the
16 requested incentive awards is also typical, regularly awarded, and considered presumptively
17 reasonable by many courts. *Id.* (“The average award per class representative was \$15,992”); *see*
18 *Ahmed v. HSBC Bank USA*, 2019 U.S. Dist. LEXIS 104401, at *34 (C.D. Cal. June 21, 2019)
19 (noting that, “the \$5,000 incentive award to each named plaintiff is presumptively reasonable.”).
20 The awards are also reasonable and warranted in view of Plaintiffs’ efforts in this case and the
21 results they obtained. Jacobson Decl. ¶¶ 24-25; Chahal Declaration in Support of Plaintiffs’
22 Preliminary Approval Motion, ¶ 6; Persson Declaration in Support of Plaintiffs’ Preliminary
23 Approval Motion, ¶ 7; Acevedo Declaration in Support of Plaintiffs’ Preliminary Approval
24 Motion, ¶ 7 (detailing work performed). They should be awarded in full.

1 **VII. Conclusion.**

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

4
5 Dated: June 8, 2026

Respectfully submitted,

6
7 By: /s/ Jonas Jacobson
Jonas Jacobson

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

12
13 Cody Hoesly (OSB No. 058260)
choesly@bargsinger.com
Barg Singer Hoesly PC
14 121 SW Morrison St., Suite 600
Portland, OR 97204
15 Tel: (503) 241-3311

16 *Attorneys for Plaintiffs*

17 * *Pro Hac Vice* application forthcoming

EXHIBIT 2

DOVEL & LUNER, LLP - Expense Report

Expense Date	Matter	Expense Type	Description	Cost
06/03/2025	Cozy Earth	Mailing/postage	US Postal Service. Mailing notice letters.	\$17.94
06/04/2025	Cozy Earth	Mailing/postage	US Postal Service. Mailing notice letters.	\$17.94
06/06/2025	Cozy Earth	Mailing/postage	FedEx. Express shipping.	\$51.63
06/09/2025	Cozy Earth	Mailing/postage	Stamps.com. Postage fees for the month of June.	\$16.32
06/13/2025	Cozy Earth	Mailing/postage	FedEx. Express shipping.	\$173.23
06/16/2026	Cozy Earth	Court Fees	Complaint filing fee. Receipt No: ACACDC-39916314	\$405.00
6/24/2025	Cozy Earth	Mailing/postage	US Postal Service. Mailing notice letters.	\$18.21
08/01/2025	Cozy Earth	Arbitrators/mediators	Stamps.com. Postage fees for the month of July.	\$16.32
08/28/2025	Cozy Earth	Arbitrators/mediators	JAMS. Mediation services retainer.	\$8,500.00
09/19/2025	Cozy Earth	Mailing/postage	FedEx. Express shipping.	\$81.01
10/22/2025	Cozy Earth	Mailing/postage	US Postal Service. Mailing notice letters.	\$8.90
10/31/2025	Cozy Earth	Mailing/postage	FedEx. Express shipping.	\$74.54
03/06/2026	Cozy Earth	Court Fees	Complaint filing fee.	\$884.00
Grand Total				\$10,265.04

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

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

SHIRIN CHAHAL, ANDREA PERSSON and
JOHNATHAN ACEVEDO, each individually
and on behalf of all others similarly situated,

Plaintiffs,

v.

COZY EARTH HOLDINGS, INC.,

Defendant.

Case No. 26CV07895

**DECLARATION OF JONAS JACOBSON
IN SUPPORT OF PLAINTIFFS'
UNOPPOSED STATEMENT OF
ATTORNEYS' FEES AND COSTS**

Hon. Shelley D. Russell

1 I, Jonas Jacobson, declare as follows:

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

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

7 3. Throughout my career, I have litigated numerous complex cases, including class
8 actions, and have tried a number of cases to verdict. For example, in 2019, I tried a Telephone
9 Consumer Protection Act class action in Oregon federal court, *Wakefield v. ViSalus, Inc.*, No.
10 3:15-cv-01857-SI (D. Or.). The jury returned a \$925 million verdict for the class. Due to this
11 success, Dovel & Luner was selected as a finalist for The National Law Journal's 2020 Elite
12 Trial Lawyers "Law Firm of the Year" award in Consumer Protection.

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

18 5. My firm is currently litigating numerous consumer class actions, many of which
19 involve similar issues and claims as the ones involved in this case. In particular, my firm is
20 currently litigating several false discount cases, asserting similar claims and relying on similar
21 legal theories as those asserted and relied upon here. *See e.g., McCarrell v. RugsUSA, LLC*, No.
22 3:23-cv-00454-AB (D. Or.); *Plata v. Lands' End, Inc.*, No 5:24-cv-00723-MEMF-SP (C.D.
23 Cal.); *McCaskill v. Goose Creek Candles LLC*, No. 5:25-cv-01924-FMO-MBK (C.D. Cal.).
24 Courts have repeatedly approved settlements my firm has negotiated in false discount cases. For

1 example, in 2024, the Central District of California finally approved a settlement I negotiated in
2 a false discount class action. *See Barr v. SelectBlinds LLC*, No. 2:22-cv-08326-SPG-PD, 2024
3 U.S. Dist. LEXIS 39068 (C.D. Cal. 2024). The District of Oregon also finally approved a
4 settlement my firm negotiated in another false discount case. *See Zuccaro v. Hot Topic, Inc.*,
5 3:23-cv-01242-MO (D. Or. 2024), Dkt. 32 (final approval order). And the Circuit Court of the
6 State of Oregon for the County of Multnomah has finally approved multiple settlements
7 negotiated by my firm in false discount cases. *See e.g., Moran Lopez et al. v. The Shade Store,*
8 *LLC*, No. 25CV49752 (Or. Cir. Ct. Multnomah Cnty), Dkt. 36; *Yates et al. v. GWD Concept SP.*
9 *Z.O.O.*, No. 24CV59941 (Or. Cir. Ct. Multnomah Cnty), Dkt. 20; *Spilkia et al. v. Rugs.com,*
10 *LLC*, No. 24CV34121 (Or. Cir. Ct. Multnomah Cnty), Dkt. 21; *Lundborg et al. v. Evry Jewels,*
11 *Inc.*, No. 25CV33514 (Or. Cir. Ct. Multnomah Cnty), Dkt. 21.

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

17 7. As a result of this work, my firm has developed considerable expertise in the area,
18 and we draw on that expertise constantly while litigating each individual case for the benefit of
19 the class. This expertise has led to significant success in these cases. We have negotiated
20 settlements in false discount cases that provide excellent relief to class members. *See e.g., Barr v.*
21 *SelectBlinds LLC*, No. 2:22-cv-08326-SPG-PD, 2024 U.S. Dist. LEXIS 39068 (C.D. Cal. 2024);
22 *supra* ¶ 5 (providing more examples). We have also had success in litigation. For example, my
23 firm has a proven track record of successfully defeating pleading challenges in these kinds of
24

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

3 8. Before filing any case in this matter, my office painstakingly gathered archival
4 data from the Internet Archive—archived copies of Defendant’s website showing Defendant’s
5 price advertising over time. My colleagues and I used this information to perform a detailed
6 analysis of Defendant’s liability under the pertinent consumer protection statutes and common
7 law. On June 16, 2025, my firm filed a class action in the United States District Court for the
8 Central District of California on behalf of Plaintiffs Andrea Persson and Johnathan Acevedo. *See*
9 *Andrea Persson and Johnathan Acevedo v. Cozy Earth Holdings, Inc.*, Case No. 8:25-cv-01294-
10 JVS-JDE (C.D. Cal. 2025). And, after filing that case, my firm also sent a notice and demand
11 letter on behalf of Plaintiff Shirin Chahal making similar allegations to those made by Plaintiffs
12 Persson and Acevedo. Ultimately, the Parties reached a global settlement of all three Plaintiffs’
13 claims.

14 9. The Parties began discussing resolution of the claims in or around August 2025,
15 and negotiated the Settlement for months. Settlement negotiations were arduous, contentious,
16 and well-informed. The Parties agreed to private mediation, and selected a well-respected
17 mediator with extensive experience mediating consumer class actions (and false discount cases
18 in particular), the Honorable Charles “Tim” McCoy (Ret.) of JAMS.

19 10. Prior to attending mediation, the Parties thoroughly analyzed the case and gained
20 a comprehensive understanding of the potential risks for each side in continued litigation. During
21 the course of negotiations, the Parties conducted informal discovery and exchanged pertinent
22 information, including information on Defendant's sales. My firm also compiled a mediation
23 brief addressing both liability and a potential settlement structure.

1 11. The Parties participated in a mediation before Judge McCoy on October 30, 2025.
2 The Parties reached an agreement in principle at that mediation, and, in the weeks that followed,
3 negotiated and executed a term sheet detailing the material terms of the agreement. The Parties
4 then began drafting the long-form Settlement Agreement, which required discussion among
5 counsel and multiple rounds of red-line edits. The long-form Agreement was fully executed on
6 February 13, 2026.

7 12. The Settlement will provide each Class Member with \$35 in direct relief—
8 whether or not they take any action. Class Members who submit a claim form will receive their
9 compensation under the Settlement in cash, in the manner they select in their claim form (paper
10 check, electronic payment, etc.). Class Members who do not file a claim will automatically
11 receive their compensation under the Settlement in the form of flexible website credit that can be
12 applied towards any purchase from Defendant’s website.

13 13. Based on a review of Defendant’s website, my colleagues and I determined that
14 Defendant routinely offers numerous products for less than \$35. To confirm this, my staff visited
15 Defendant’s website on February 25, 2026, February 26, 2026, March 2, 2026, and again on
16 April 6, 2026, and reviewed Defendant’s prices. My staff reported to me that on each day they
17 checked, there were at least 40 products—including skincare, home goods, and clothing
18 products—available for less than \$35.

19 14. After compiling a final class list, Defendant’s records revealed 77,933 Class
20 Members. So, in total, the Settlement is expected to provide approximately \$2,727,655 in direct
21 relief to Class Members (77,933 Class Members x \$35), and a total of approximately \$3,432,655
22 when funds for settlement administration costs (approximately \$45,000), attorneys’ fees and
23 costs (\$645,000), and incentive awards (\$5,000 per Class Representative) are included.

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

6 16. Success in cases such as this one requires a keen understanding of applicable
7 consumer protection statutes, including the Oregon Unlawful Trade Practices Act and California
8 consumer protection statutes, and of class action procedure. Because defendants are often
9 sophisticated and well-resourced, a high level of skill is required to level the playing field. Even
10 for cases resolved before trial, reaching a favorable settlement crucially depends on counsel’s
11 demonstrated ability to obtain victory in an eventual trial and to defend that victory on appeal.

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

18 18. In addition to the economic risk entailed by delayed payment, counsel in
19 consumer class actions face the risk of losing the case—and therefore receiving no payment. As
20 any trial lawyer knows, even in a well-prepared case, there remains a significant risk that a jury
21 will find for the other side. And risk continues even beyond a successful trial verdict, as a
22 defendant may appeal an adverse judgement, kicking off a multi-year appeals process. While a
23 case is on appeal, a ruling on an unrelated case could result in a change to the applicable law.

1 19. When assessing whether to settle cases like this, my firm compares the proposed
2 settlement amount to the potential maximum recovery for the class and the likelihood of victory.
3 Additionally, we consider whether and to what extent this amount should be discounted for risk
4 and delay. Here, Plaintiffs are not claiming that the products that they purchased were worthless
5 or had no value. Instead, they claimed that Defendant misrepresented the true value of the
6 products and/or the discounts that Class Members were receiving. As a result, Class Members’
7 damages would have been—at best—a fraction of Defendant’s purchase price. And Defendant’s
8 products are relatively inexpensive consumer goods (*see* Complaint ¶¶ 57, 59, 61, 63-64, 67, 69
9 (detailing pricing on Defendant’s products purchased by Plaintiffs)), so a recovery of \$35 a Class
10 Member represents a large portion of any potential price premium or damages that Plaintiffs
11 would have been able to put forward at trial. Thus, the recovery here represents a significant
12 recovery compared to the total possible recovery that the Class could have received by
13 proceeding to trial. Taking into account the risk of loss at trial or through motion practice, the
14 risk of subsequent loss on appeal even if successful at trial, the procedural delays involved in
15 both trial and appellate litigation, Plaintiffs, in consultation with counsel, determined that the
16 Settlement represents an excellent outcome for the Class.

17 20. To date, I and other attorneys and staff at my firm have put significant time and
18 effort into this case. These efforts included: conducting an extensive pre-filing investigation,
19 collecting documents and facts from our clients and other potential class representatives, drafting
20 complaints, legal research and analysis, case building and development, developing case
21 strategy, analyzing information provided by Defendant, developing mediation strategy, drafting a
22 mediation statement, attending a mediation, engaging in extensive settlement discussions,
23 negotiating and drafting the settlement agreement, drafting legal memoranda in support of
24 preliminary approval, activities related to settlement, notice, and claims administration, and

1 numerous other tasks. In addition to this past work, I and other attorneys and staff at my firm will
2 continue to put in significant time and effort into this case for months going forward. These
3 efforts will include handling issues that may arise with the notice campaign, answering Class
4 Members' questions, responding to any objections, briefing the final approval motion and
5 appearing at the final approval hearing, and handling any appeals, if applicable. All told, I
6 estimate that my firm will have spent between 285-385 hours on the prosecution and settlement
7 of this matter. Performing work on this case precluded me and my firm from undertaking other
8 profitable work, including other class actions and other business cases.

9 21. In addition to the time spent prosecuting and settling this particular case, as
10 described above, I and others at my firm have spent thousands of hours investigating anti-
11 consumer practices, including deceptive price advertising. For example, recognizing that
12 deceptive price advertising practices are often industry-wide, my firm undertakes substantial
13 research into various e-commerce industries that we believe may suffer from the practice (i.e.
14 blinds, mattresses, rugs, jewelry, flowers, arts and crafts, custom closets) to determine who the
15 major players are and to evaluate what the usual sales practices look like. After this initial
16 analysis, we thoroughly investigate each company. This is a time-consuming practice that
17 requires gathering and analyzing months or years of historical pricing and sales data using the
18 Internet Archive, as well as daily tracking of a company's promotions and pricing to determine
19 whether sales are actually constant (and whether the practice is ongoing). For some companies
20 with an in-store presence, we also investigate whether the practice takes place in-stores by
21 visiting physical locations. This requires trips to stores and further analysis of advertising and
22 prices. We have investigated numerous companies in this manner and often, our investigations
23 reveal that a company's sales are genuine, or that there is some other factor (such as an
24 arbitration clause) that would prevent us from attempting to right this wrong by filing a class

1 action. And so, only a small fraction of our investigations leads to a filed case. But while the
2 time and effort spent on investigations that ultimately turn out to be fruitless are not compensable
3 or attributable directly to this case, the investigations are necessary to identify companies that we
4 believe to violate laws prohibiting deceptive price advertising. Indeed, this is precisely how this
5 case was identified; it would not have been identified and brought—and so Class Members
6 would not have received anything—had my firm not engaged in these time-consuming activities.
7 In short, the description of the work that went into prosecuting and settling this case materially
8 understates the amount of time and effort that was required to obtain the excellent recovery we
9 obtained on behalf of the Class in this case, because it does not factor in our efforts on fruitless
10 investigations, which are not attributable to any case in particular but which are a necessary part
11 of our practice to identify and prosecute meritorious cases.

12 22. Per the terms of the Settlement, Class Counsel is entitled to seek \$645,000 in fees
13 and costs. Here, my firm is requesting fees of \$634,734.96. Such a fee award is about 18.5
14 percent of the total value of the Settlement, even though the presumptive range for contingent
15 percentage fees in common benefit cases is 20 to 30 percent. This fee is fair and reasonable.

16 23. Attached as **Exhibit 2** to Plaintiffs' Unopposed Statement of Fees is an itemized
17 listing of each out-of-pocket litigation expense my firm incurred in this case. As reflected in
18 Exhibit 2, to date, my firm has advanced \$10,265.04 in expenses. These expenses are reflected in
19 my firm's records and were necessary to prosecute this litigation. All expenses were carefully
20 and reasonably expended, and they reflect market rates for various categories of expenses
21 incurred. Expense items are billed separately and such charges are not duplicated in my firm's
22 billing rates.

1 24. As detailed in the Motion, the Class Representatives provided invaluable service
2 to the Class, were diligent in their efforts, and should be compensated with a reasonable
3 incentive payment of \$5,000 each, as expressly permitted in the Agreement.

4 25. The Plaintiffs have vigorously pursued this action on behalf of themselves and the
5 putative Settlement Class. Among other things, the Class Representatives consulted with my firm
6 about their own experiences with Cozy Earth and provided us relevant documents to help draft
7 the operative complaint, they reviewed that complaint before filing, communicated with our
8 attorneys about factual issues, consulted with us about mediation, discussed settlement with my
9 firm, reviewed and agreed to the terms of Settlement Agreement, and provided a declaration and
10 discussed the Preliminary Approval Motion with my firm. The Class Representatives were
11 consistently responsive and invested in the case. I believe that their service materially benefited
12 the Class, and I believe that their vigorous pursuit and effort in this litigation on behalf of the
13 Class should be rewarded with the \$5,000 allowed by the Settlement Agreement.

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

16
17 Dated: June 8, 2026

Respectfully submitted,

18
19 By: /s/ Jonas Jacobson
 Jonas Jacobson

EXHIBIT A



DOVEL & LUNER
LLP

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

Attorney-client Agreement
Privileged & Confidential

Dear Shirin,

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 the deceptive discounts and associated deceptive promotional emails you received from Cozy Earth Holdings, Inc and other 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.

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.

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:

SHIRIN CHAHAL

Signature: _____


Signed by:

4C0A23630469418

EXHIBIT B



DOVEL & LUNER
LLP

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

Attorney-client Agreement
Privileged & Confidential

Dear Andrea,

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 Cozy Earth Holdings, 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.

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.

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:

ANDREA WYATT

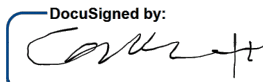
Signature: 
8C1375918E0A44D

EXHIBIT C



DOVEL & LUNER
LLP

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

Attorney-client Agreement
Privileged & Confidential

Dear John,

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 Cozy Earth Holdings, 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.

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.

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.

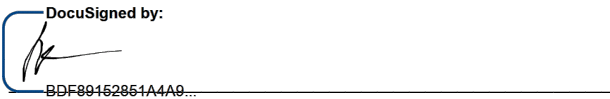
Sincerely yours,



Christin Cho
Partner
Dovel & Luner, LLP

AGREED:

JOHN ACEVEDO

Signature: 

CERTIFICATE OF SERVICE

I am over the age of 18 and am not a party to the within action. I am employed in Multnomah County, State of Oregon, and my business address is 121 SW Morrison St., Suite 600, Portland, Oregon 97204.

On June 8, 2026, I served the following document(s):

PLAINTIFFS’ UNOPPOSED STATEMENT OF ATTORNEYS’ FEES AND COSTS

DECLARATION OF JONAS JACOBSON IN SUPPORT OF PLAINTIFFS’ UNOPPOSED STATEMENT OF ATTORNEYS’ FEES AND COSTS

on the party or parties listed on the following page(s) in the following manner(s):

BY HAND DELIVERY: For each party, I caused a copy of the document(s) to be placed in a sealed envelope and caused such envelope to be delivered by messenger to the street address(es) indicated on the attached service list.

BY FEDERAL EXPRESS: For each party, I caused a copy of the document(s) to be placed in a sealed envelope and caused such envelope to be delivered by Federal Express to the street address(es) indicated on the attached service list.

BY FIRST-CLASS MAIL: For each party, I caused a copy of the document(s) to be placed in a sealed envelope and caused such envelope to be deposited in the United States mail at Portland, Oregon, with first-class postage thereon fully prepaid and addressed to the street address(es) indicated on the attached service list.

BY FACSIMILE: For each party, I caused a copy of the document(s) to be sent by facsimile to the facsimile number(s) indicated on the attached service list. If this action is pending in Oregon state court, then printed confirmation of receipt of the facsimile generated by the transmitting machine is attached hereto.

BY E-MAIL: For each party, I caused a copy of the document(s) to be sent by electronic mail to the e-mail address(es) indicated on the attached service list.

BY E-FILING: For each party, I caused a copy of the document(s) to be sent by electronic mail via the court’s e-filing system to the e-mail address(es) on file with that system.

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

s/ Cody Hoesly

Cody Hoesly

Ryan O'Hollaren
Meegan Brooks
Ballard Spahr, LLP
601 SW 2nd Ave, Suite 2100
Portland, OR 97204
ohollarenr@ballardspahr.com
brooksm@ballardspahr.com

Counsel for Defendant Cozy Earth Holdings, Inc.

Jonas Jacobson
Simon Franzini
Grace Bennett
Martin Brenner
Dovel & Luner, LLP
201 Santa Monica Blvd., Suite 600
Santa Monica, CA 90401
jonas@dovel.com
simon@dovel.com
grace@dovel.com
martin@dovel.com

Counsel for Plaintiffs