

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

RALPH LESPERANCE, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

JAE OREGON, INC.,

Defendant.

Case No. 24CV06959

**PLAINTIFF’S MOTION AND
MEMORANDUM OF LAW IN
SUPPORT OF MOTION FOR
ATTORNEYS’ FEES, COSTS, AND
SERVICE AWARD**

Hrg. Date: Mar 30, 2026

Plaintiff Ralph Lesperance, individually and on behalf of the Settlement Class, by and through undersigned Class Counsel, respectfully moves the Court for entry of an Order awarding: (1) reasonable attorneys’ fees to Class Counsel based on the lodestar method; (2) reimbursement of reasonable litigation costs and expenses; and (3) a modest service award to Plaintiff as Class Representative. This motion is brought pursuant to Oregon Rule of Civil Procedure 32, ORS 20.075, and the Court’s prior order expressly reserving determination of attorneys’ fees and a service award. Throughout this litigation, Plaintiffs’ counsel have faced an opposing counsel seemingly bent on turning virtually every standard negotiation into a protracted and unnecessary fight—as is evidenced by having to litigate this fee motion on a contested basis. This fee request reflects Plaintiff’s counsel work on behalf of the Class and additional work that became necessary only because Defendant chose to litigate and contest issues that are ordinarily resolved without court involvement. Plaintiffs’ counsel now move for a fee award that appropriately recognizes this reality by compensating them on a lodestar basis.

1
2
3 **I. BACKGROUND**

4 **A. History of Litigation**

5
6 This action arises from a cyberattack and data security incident experienced by
7 Defendant JAE Oregon, Inc., which it announced in or about November 2023 and allegedly
8 resulted in the unauthorized access to private information belonging to Plaintiff and members
9 of the Settlement Class (the “Security Incident”). Joint Decl. ¶ 2. Plaintiff commenced this
10 action on February 7, 2024, asserting claims including breach of implied contract, unjust
11 enrichment, negligence, negligence per se, invasion of privacy, and violations of Oregon
12 statutory law. *Id.* ¶ 3. Defendant has denied all liability throughout the litigation. *Id.*

13
14 Beginning in the spring of 2024, Plaintiff’s counsel initiated settlement discussions with
15 Defendant and tendered a reasonable common fund demand on March 26, 2024. *Id.* ¶ 4.
16 Defendant rejected that demand outright without offering a counter. *Id.* ¶ 5. Defendant instead
17 later proposed a claims-made settlement structure under which it would pay only those claims
18 submitted by class members without a *pro rata* increase in payments to exhaust a common fund,
19 along with settlement administration costs, a service award, and attorneys’ fees and expenses
20 to be addressed after agreement on direct class benefits. *Id.* ¶ 6. Over the following weeks,
21 counsel negotiated the specific benefits that would be made available to class members. *Id.* ¶ 7.
22 While those discussions continued, the Parties entered into a joint stipulation seeking a stay of
23 proceedings, noting that agreement had been reached on “material, economic terms.” *Id.* ¶ 8.

1 Plaintiff's counsel did not intend that stipulation to reflect agreement on all settlement terms
2 and consistently maintained that issues remained unresolved. *Id.*

3 **B. Negotiations, Disputes, and Court Involvement**

4 Settlement negotiations ultimately broke down due to Defendant's refusal to engage on
5 non-economic relief, particularly business practice changes intended to remediate the root cause
6 of the Security Incident and mitigate the risk of recurrence but that did not provide cash
7 payments to class members. *Id.* ¶¶ 9–11. In August 2024, Plaintiff's counsel tendered a
8 proposed term sheet that included the agreed-upon economic benefits along with proposed
9 business practice changes. *Id.* ¶ 10. Defendant refused to negotiate those terms and declined to
10 provide information regarding its existing cybersecurity measures, including by refusing to
11 produce its written cybersecurity policy. *Id.* ¶¶ 11–12, 18.

14 These disagreements culminated in dueling motions to enforce competing
15 interpretations of the settlement discussions. *Id.* ¶ 13. Defendant further refused to meaningfully
16 engage in negotiations regarding Plaintiff's counsel's attorneys' fees and expenses. *Id.* ¶ 14. In
17 response, Plaintiff's counsel sought limited discovery concerning Defendant's litigation costs
18 as a proxy for evaluating the reasonableness of Plaintiff's fees and hourly rates. The Court
19 ultimately did not permit that discovery. *Id.*

21 Given the ongoing impasse, the Parties participated in an in-person judicial settlement
22 conference on February 26, 2025. *Id.* ¶ 16. Defendant elected to conduct the conference in
23 person, requiring Plaintiff's counsel to incur additional time and expense to travel to Oregon.

24 *Id.* The conference did not resolve the disputes but resulted in Defendant providing limited,

1 high-level information regarding its cybersecurity efforts. *Id.* ¶ 17. Plaintiff’s counsel proposed
2 additional standard cybersecurity measures based on their experience litigating these cases and
3 working with experts, but Defendant again refused to engage. *Id.* ¶ 18. Defendant further
4 asserted that any attorneys’ fee motion should be litigated only after completion of the claims
5 process, a procedure Plaintiff’s counsel opposed on the ground that class members were entitled
6 to know the requested fees when deciding whether to participate in, opt out of, or object to the
7 settlement. *Id.* ¶ 19. After a subsequent status conference, the Court entered a briefing schedule
8 on the motions to enforce, requiring another in-person appearance at a May 5, 2025 hearing. *Id.*
9 ¶¶ 20–22. On May 5, 2025, following full briefing and argument, the Court enforced the
10 settlement according to the terms it found had been agreed upon but declined to order
11 confirmatory discovery. *Id.* ¶ 22. The Court further determined that attorneys’ fees and any
12 service award would be addressed after completion of the claims process. *Id.* Each of these
13 disputes required additional attorney time that would not have been incurred had Defendant
14 elected to resolve settlement terms cooperatively, as is typical in class action proceedings.
15
16
17

18 C. Settlement Terms

19 Following the Court’s ruling, the Parties drafted a formal settlement agreement, notice,
20 and claims materials, a process that required further negotiation over disputed details. *Id.* ¶ 23.
21 The Settlement provides claims-made relief to Settlement Class Members, including
22 reimbursement for documented out-of-pocket expenses capped at \$350 per Settlement Class
23 Member, reimbursement for documented extraordinary losses relating to fraud or identity theft
24 capped at \$3,500 per Settlement Class Member, reimbursement for lost time capped at three
25

1 hours at \$20 per hour, and three years of credit monitoring services. *Id.* ¶ 24. The Settlement
2 does not include any agreement as to the amount of attorneys' fees or expenses but provides
3 that Defendant will pay the amount ordered by the Court. *Id.* The Settlement Class is defined
4 as all persons to whom JAE Oregon sent a notification letter regarding the Security Incident.
5 *Id.* Despite the relief made available through Plaintiff's and Class Counsel's efforts, the claims
6 process resulted in a lower-than-anticipated claims rate, including \$660 in lost-time claims and
7 23 claims for credit monitoring. *Id.* ¶ 27.

9 **D. Preliminary Approval Proceedings**

10 On July 7, 2025, Plaintiff filed a Motion for Preliminary Approval of the Class Action
11 Settlement pursuant to ORCP 32. *Id.* ¶ 25. On July 16, 2025, the Court entered an Order
12 Preliminarily Approving the Class Action Settlement Agreement and General Judgment
13 (without Money Award). *Id.* ¶ 26. The Court preliminarily approved the Settlement, certified
14 the Settlement Class for settlement purposes only, appointed Class Counsel and Plaintiff Ralph
15 Lesperance as Representative Plaintiff, approved the Notice Program and Claims Administrator,
16 and scheduled a Final Approval Hearing for March 30, 2026. *Id.* The Court expressly
17 recognized that attorneys' fees and any service award would be addressed separately at or in
18 connection with final approval proceedings. *Id.*

21 **E. Time, Fees, and Expenses Incurred**

22 Throughout this litigation, Class Counsel prosecuted the action on a fully contingent
23 basis, advancing all costs and bearing the risk of non-payment while responding to Defendant's
24 litigation strategy, repeated refusals to negotiate material issues, discovery disputes, and

1 multiple in-person court proceedings. *Id.* ¶¶ 28–29. As of January 30, 2026, Class Counsel
2 expended 410.4 hours litigating this matter, resulting in a total lodestar of \$368,528.78,
3 inclusive of \$361,677.60 in attorneys’ fees and \$6,851.18 in unreimbursed litigation expenses.
4 *Id.* ¶¶ 30–35. Indeed, Counsel on both sides will be required to spend additional time closing
5 out this matter, including preparing the final approval motion, and attending and arguing at the
6 hearing. Moreover, the hours reflected in the lodestar were driven by Defendant’s litigation
7 positions and the resulting need for court intervention. These facts provide the necessary context
8 for the Court’s determination of a reasonable fee under ORS 20.075 and demonstrate why a
9 lodestar-based analysis, grounded in the actual time, expense, and risk undertaken by Class
10 Counsel, is the appropriate framework for resolving the fee request in this case.
11
12

13 II. LEGAL STANDARD

14 Plaintiffs, as the party seeking an award of fees, have the burden of establishing the
15 reasonableness of the fee amount under either method. *Griffith v. Property and Casualty*
16 *Insurance Company of Hartford*, 566 P.3d 1235, 1241, 339 Or.App. 40, 48 (Or.App., 2025)
17 citing *Hillsboro v. Maint. & Const. Serv.*, 269 Or. 169, 172, 523 P.2d 1036 (1974) (where
18 opposing party objects to attorney fee request, burden of proving reasonableness of fees rests
19 on party seeking them).
20

21 The determination of attorneys’ fees in a class action is a question of fact committed to
22 the trial court’s broad discretion. *Parrott v. Carr Chevrolet, Inc.*, 156 Or. App. 257, 282–83,
23 965 P2d 440 (1998), *aff’d in part & rev’d in part*, 331 Or. 537, 17 P.3d 473 (2001); *Creditors*
24 *Protective Assoc., Inc. v. Britt*, 58 Or. App. 230, 235, 648 P2d 414 (1982).
25

1 In Oregon, attorneys' fees in class actions are governed by Oregon Rule of Civil
2 Procedure 32 and ORS 20.075. ORCP 32 expressly requires court approval of any award of
3 attorneys' fees in a class action, and ORS 20.075 sets forth the factors the Court must consider
4 in determining the reasonableness of any fee award. Moreover, Oregon's Rules of Professional
5 Conduct independently regulate attorney fees. See ORPC 1.5. Case law provides additional
6 guidance in applying these authorities.
7

8 The touchstone of any fee award under Oregon law is likewise reasonableness. *Strawn*
9 *v. Farmers Ins. Co. of Or.*, 353 Or. 210, 217, 297 P.3d 439 (2013). Oregon courts recognize
10 two primary methods for determining reasonable attorneys' fees in class actions and other
11 complex litigation: the lodestar method and the common fund method. Under the lodestar
12 method, fees are calculated by multiplying the reasonable hours expended by reasonable hourly
13 rates. *Id.* The common fund method, by contrast, awards a percentage of a recovery created for
14 the benefit of a class. *Id.* at 217–18; *see also Moro v. State*, 384 P.3d 504, 507 (Or. 2016).
15

16 When fees are not negotiated as part of a fund and the court is asked to determine
17 reasonable compensation for work performed in contingent-fee cases, Oregon courts have taken
18 into consideration, the litigation risk and the absence of any guarantee of recovery. *Erickson v.*
19 *Farmers Ins. Co. of Or.*, 175 Or. App. 548, 550, 29 P.3d 1143 (2001). When counsel undertakes
20 representation on a contingent basis and advances costs, counsel assumes the risk that there will
21 be no recovery at all, while devoting substantial time and resources to the litigation. *Id.*
22
23
24
25

1 These principles guide the Court’s analysis here, where Class Counsel seek an award of
2 attorneys’ fees based on the lodestar method and reimbursement of reasonable costs, as
3 supported by the record and the Joint Declaration.
4

5 **III. ARGUMENT**

6 **A. The Lodestar Method is a Proper Framework that Best Satisfies ORS**
7 **20.075**

8 Once entitlement to attorneys’ fees is established, the Court’s task is to determine a
9 reasonable fee based on the particular circumstances of the case and the evidence of record.
10 That determination is committed to the Court’s sound discretion and is guided by the factors
11 set forth in ORS 20.075. *Parrott v. Carr Chevrolet, Inc.*, 156 Or. App. 257, 282–83, 965 P.2d
12 440 (1998).

13 Oregon appellate courts have recognized the lodestar method as a proper framework for
14 determining reasonableness in complex cases. *Griffith* at 47-49. In *Griffith*, the Oregon Court
15 of Appeals held that a trial court abuses its discretion when it bases a fee award on a contingency
16 or percentage-of-recovery theory where the record supports a lodestar analysis. *Id.* 339 Or. App.
17 40, 47–49 (2025). The court emphasized that, in cases governed by ORS 20.075, the lodestar
18 method “more directly accounts for the amount of work done” and guards against fee awards
19 untethered from the time and labor actually required. *Id.* The court further cautioned that
20 percentage-based awards may result in impermissible windfalls where they are not justified by
21 litigation risk, complexity, or the creation of a true common fund. *Id.*; *see also ZRZ Realty Co.*
22 *v. Beneficial Fire & Cas. Ins. Co.*, 255 Or. App. 524, 556–57, 300 P.3d 1224 (2013).
23
24

1 *ZRZ Realty* confirms that the lodestar method is a “commonly applied and permissible
2 approach” under Oregon law even when counsel has been retained on a contingency-fee basis.
3 255 Or. App. at 554–55. The lodestar framework aligns directly with the court’s considerations
4 and the analysis of objective measures such as time and skill. *Strawn*, 353 Or. at 221 n.7.
5

6 The policy rationale underlying the lodestar method further supports its application here.
7 In *Friends of the Columbia Gorge v. Energy Facility Siting Council*, Justice Nakamoto
8 explained that the ORS 20.075 factors, standing alone, are inherently imprecise and lack an
9 objective starting point. 367 Or. 258, 283–88, 477 P.3d 1191 (2020) (Nakamoto, J., dissenting).
10 By contrast, the lodestar method provides an anchoring framework that promotes transparency,
11 consistency, and meaningful review by tying fee awards to documented time and reasonable
12 rates. *Id.*; see also *Moro v. State of Oregon*, 360 Or. 467, 472, 384 P.3d 504 (2016).
13

14 Federal fee-shifting jurisprudence, while not controlling, is consistent with Oregon law
15 and reinforces these principles. Once entitlement to fees is established, the “starting point” is
16 the lodestar, calculated by multiplying reasonable hours by a reasonable hourly rate. *Hensley v.*
17 *Eckerhart*, 461 U.S. 424, 433–34 (1983); *Blum v. Stenson*, 465 U.S. 886, 895–96 (1984). A
18 properly calculated lodestar is presumed reasonable and is intended to approximate the market
19 value of the legal services rendered. *Blum*, 465 U.S. at 897; *id.* at 896 n.12. Courts further
20 recognize that the risk of nonpayment inherent in contingent litigation is a legitimate factor in
21 assessing reasonableness. *Fischel v. Equitable Life Assurance Society of the United States*, 307
22 F.3d 997, 1008 (9th Cir. 2002).
23
24

1 Further, courts should refrain from allowing fee motions to result in a “second major
2 litigation” wherein the courts become “green-eyeshade accountants.” *Fox v. Vice*, 563 U.S. 826,
3 838 (2011). At the same time, courts have rejected rigid proportionality rules tying fees to
4 damages recovered, acknowledging that such rules would undermine the enforcement of rights
5 involving modest individual recoveries. *Hensley*, 461 U.S. at 436.
6

7 Applied here, the lodestar method best satisfies ORS 20.075. It ensures that Class
8 Counsel are compensated based on the actual work performed, the rates customarily charged
9 for complex litigation of this nature, and the substantial risks undertaken in prosecuting this
10 action on a fully contingent basis. It avoids hindsight bias tied to claims rates or per-claim
11 recoveries and guards against both under-compensation and windfalls. Consistent with Oregon
12 law, the Court should determine the fee award using the lodestar framework as the most
13 objective and reasonable means of fixing attorneys’ fees in this case.
14

15 **B. Class Counsel Devoted Substantial Time and Resources in Response to a**
16 **Contested and Protracted Litigation Process**

17 As detailed in **Exhibit B**, Class Counsel’s work on this matter required a substantial
18 commitment of attorney and staff time over nearly two years and necessarily limited counsel’s
19 ability to accept other complex litigation matters. Joint Decl. ¶¶ 28–29, 33. From the outset,
20 Class Counsel investigated the Security Incident, analyzed evolving legal issues unique to data
21 breach litigation, and evaluated significant risks relating to standing, causation, damages, and
22 class certification. *Id.* ¶¶ 3–4, 28. Settlement negotiations did not streamline the litigation.
23 Instead, Defendant rejected an early common fund proposal without countering, insisted on a
24
25

1 claims-made structure, and repeatedly refused to negotiate non-economic injunctive relief or
2 meaningfully engage in negotiations over attorneys' fees and expenses. *Id.* ¶¶ 4–15. These
3 positions led to extended negotiations, discovery disputes, dueling motions to enforce
4 settlement positions, and multiple in-person court proceedings, including a judicial settlement
5 conference that Defendant elected to conduct in-person despite the Court's authorization for
6 remote participation. *Id.* ¶¶ 13–22.

8 Throughout this process, Class Counsel prosecuted the action on a wholly contingent
9 basis, advancing all costs and assuming the full risk of nonpayment. *Id.* ¶¶ 28–29. As of January
10 30, 2026, Class Counsel expended 410.4 hours litigating this matter, resulting in a lodestar of
11 \$368,528.78, inclusive of \$361,677.60 in attorneys' fees and \$6,851.18 in unreimbursed
12 litigation expenses. *Id.* ¶¶ 30–35. These hours reflect work reasonably necessary to prosecute
13 the action and secure the Settlement ultimately approved by the Court, in addition to work done
14 because of Defendant's chosen litigation strategy. *Id.* ¶¶ 36–39.

16
17 **C. The Requested Fees and Expenses Are Reasonable and Bear a Direct
18 Relationship to the Work Performed**

19 In addition to the baseline fee lodestar of \$361,677.60, Class Counsel seek
20 reimbursement only for reasonable litigation expenses actually incurred in prosecuting this
21 action. As detailed in the Joint Declaration, those expenses total \$6,851.18 and consist of
22 ordinary and necessary costs such as travel, filing fees, service costs, and pro hac vice fees. *Id.*
23 ¶¶ 34–35. Courts can approve reimbursement of such expenses where they were reasonably
24 incurred in furtherance of the litigation. ORS 20.075(1)(d).

1 Federal courts evaluating class action fee requests have emphasized that the
2 reasonableness inquiry focuses on whether the hours and rates claimed were reasonably
3 expended in light of the litigation as a whole, not on a strict comparison between fees requested
4 and the amount ultimately claimed by class members, understanding that class counsel should
5 be fairly compensated both “for the amount of work done as well as for the results achieved.”
6 *Rawlings v. Prudential–Bache Props., Inc.*, 9 F.3d 513, 516 (6th Cir. 1993) citing *Lindy Bros.*
7 *Builders, Inc. of Phila. v. Am. Radiator & Standard Sanitary Corp.*, 487 F.2d 161, 166–68 (3d
8 Cir.1973). In *Gascho v. Global Fitness Holdings, LLC*, the Sixth Circuit affirmed a lodestar-
9 based fee award where the district court was satisfied that counsel’s time and rates were
10 reasonable based on sworn declarations describing the work performed, counsel’s experience,
11 and prevailing market rates. 822 F.3d 269, 280–81 (6th Cir. 2016). The court recognized that,
12 although more detailed billing records may be preferred, a fee award may properly rest on
13 counsel’s sworn representations that the hours expended and costs incurred were reasonably
14 necessary to prosecute the action, particularly where the rates charged are consistent with
15 market rates and no specific objection is raised to the number of hours worked or the hourly
16 rates requested. *Id.* at 281 (citing *Imwalle v. Reliance Med. Prods., Inc.*, 515 F.3d 531, 553 (6th
17 Cir. 2008)).

21 That reasoning applies here too. Class Counsel have submitted sworn declarations
22 detailing the hours worked, the nature of the work performed, the experience of the attorneys
23 involved, and the rates charged, all of which are consistent with prevailing market rates for
24 complex class action litigation. Joint Decl. ¶¶ 30–39. The time expended reflects the procedural

1 history of this case, including contested settlement negotiations, court-ordered proceedings, and
2 multiple in-person hearings driven by Defendant’s litigation strategy. *Id.* ¶¶ 9–22, 28–32. Under
3 these circumstances, a lodestar-based fee award grounded in the actual work performed bears a
4 direct and reasonable relationship to the services rendered and is eminently reasonable.
5

6 Allowing Defendant to reduce its fee obligation by insisting on a claims-made structure
7 and then pointing to low participation would improperly reward litigation strategy that shifted
8 risk onto Class Counsel. Under these circumstances, reducing fees based on claims rates or per-
9 capita recovery would improperly substitute a hindsight, results-based metric for the statutory
10 inquiry mandated by ORS 20.075 and would undermine the policy of ensure counsel are paid
11 for their efforts.
12

13 **D. The Requested Service Award is Reasonable and Supported by Oregon**
14 **Law**

15 Oregon law recognizes the availability of service awards to compensate class
16 representatives for the time, effort, and risks undertaken on behalf of the class. The award of a
17 service payment is discretionary and must be reasonable under the circumstances of the case.
18 *Strawn v. Farmers Ins. Co. of Or.*, 233 Or. App. 401, 416, 226 P.3d 86 (2010).
19

20 The Oregon Court of Appeals has acknowledged that service awards are “fairly typical
21 in class action cases” and serve several legitimate purposes, including compensating class
22 representatives for work performed on behalf of the class, offsetting the burdens and risks of
23 serving as a named plaintiff, and recognizing a representative’s willingness to act in a quasi-
24 private attorney general role. *Id.* Such awards are commonly sought after a settlement or verdict
25

1 has been achieved and are subject to court approval to ensure they do not undermine the
2 interests of absent class members. *Id.* The Oregon Supreme Court has further explained the
3 rationale for service awards, emphasizing that class representatives bear costs and burdens not
4 shared by other class members. *Strawn*, 353 Or. at 210, 222–23. As the Court noted, every class
5 action requires one or more named representatives, and those individuals often incur monetary,
6 professional, and personal costs that other class members do not. *Id.* In cases involving
7 relatively modest individual recoveries, a class representative may otherwise suffer a net loss
8 by stepping forward to prosecute the action. *Id.*

9
10
11 Here, Plaintiff Ralph Lesperance actively participated in this litigation and fulfilled the
12 responsibilities of a class representative. Plaintiff remained in regular communication with
13 Class Counsel, assisted in the investigation of the claims, reviewed pleadings and settlement
14 materials, responded to requests for information, and undertook the obligations and risks
15 inherent in representing absent class members. Joint Decl. ¶ 20. Plaintiff’s participation was
16 meaningful and extended throughout the litigation, including during contested settlement
17 proceedings that required Court involvement. *Id.* ¶¶ 5–6, 20.

18
19 Class Counsel seek a modest service award in the amount of \$3,000. This requested
20 award is reasonable and well within the reasonable range for a case of this size.¹

21
22
23
24 ¹ See *Strawn*, 353 Or. 242–43 (affirming a \$20,000 service award to a class representative). See also, e.g., *Fruit of*
25 *the Loom, Inc.*, 234 F.R.D. at 635 (approving reimbursement payments exceeding \$27,000 to four lead plaintiffs
26 in a class action); *In re Southeastern Milk Antitrust Litig.*, 2013 WL 2155387, at *4 (E.D. Tenn., 2013) (approving
27 \$10,000 incentive awards and referencing incentive awards in other cases of up to \$50,000); *Landsman & Funk*,
28 Page 14 - PLAINTIFF’S MOTION AND MEMORANDUM OF LAW IN SUPPORT OF MOTION FOR ATTORNEYS’ FEES,
EXPENSES, AND SERVICE AWARD Stranch, Jennings & Garvey, PLLC
3100 W. Charleston Blvd., Ste. 208
Las Vegas, NV 89102
725-235-9750

1 Thus, this award does not create a conflict of interest with the Settlement Class and does
2 not undermine the fairness of the Settlement. Rather, it appropriately compensates Plaintiff for
3 time and effort expended. Accordingly, the requested service award should be approved as fair,
4 reasonable, and supported by the record.
5

6 **IV. CONCLUSION**

7 For the foregoing reasons, Plaintiff Ralph Lesperance, individually and on behalf of the
8 Settlement Class, respectfully requests that the Court award Class Counsel reasonable attorneys'
9 fees in the amount of **\$361,677.60** and reimbursement of reasonable litigation expenses in the
10 amount of **\$6,851.18**. Indeed, the motion requests only the fees actually incurred, rather than a
11 commonly applied multiplier. Moreover, the request does not encompass the additional time
12 and expense counsel will incur in this case, which is likely to be substantial to finalize the
13 settlement through final approval and case closure. Plaintiff also requests a service award in the
14 amount of \$3,000.
15

16 Dated: February 6th, 2026

Respectfully Submitted,

17
18 */s/ Nathan R. Ring*

Nathan R. Ring (172663)

STRANCH, JENNINGS & GARVEY, PLLC

3100 W. Charleston Boulevard, Suite 208

Las Vegas, NV 89102

Tel: (725) 235-9750

lasvegas@stranchlaw.com
19
20
21
22
23

24
25 *P.C. v. Skinder-Strauss Associates*, 2015 WL 2383358, at *1 D.N.J.,2015 (issuing \$10,000 incentive award to
representative plaintiff in TCPA class action).

26 Page 15 - PLAINTIFF'S MOTION AND
MEMORANDUM OF LAW IN SUPPORT
27 OF MOTION FOR ATTORNEYS' FEES,
EXPENSES, AND SERVICE AWARD
28

Stranch, Jennings & Garvey, PLLC

3100 W. Charleston Blvd., Ste. 208

Las Vegas, NV 89102

725-235-9750

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

J. Gerard Stranch, IV
STRANCH, JENNINGS & GARVEY, PLLC
223 Rosa L. Parks Avenue, Suite 200
Nashville, TN 37203
Tel: (615) 254-8801
gstranch@stranchlaw.com

Lynn A. Toops
COHEN & MALAD LLP
One Indiana Square, Suite 1400
Indianapolis, IN 46204
Tel: (317) 636-6481
ltoops@cohenmalad.com

Sam Strauss
Raina Borrelli
STRAUSS BORRELLI PLLC
980 N. Michigan Avenue, Suite 1610
Chicago, IL 60611
Tel: (872) 748-6220
sam@straussborrelli.com
raina@straussborrelli.com

*Counsel for Representative Plaintiff and
the Class*

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that I caused to be served the foregoing **PLAINTIFF’S RESPONSE IN**
3 **OPPOSITION TO DEFENDANT’S MOTION TO ENFORCE** on the following named
4 person(s) on the date indicated below:
5

6 Elizabeth H. White, OSB No. 204729
7 elizabeth.white@klgates.com
8 Phone: 503.228.3200

- by Overnight Delivery
- by Facsimile
- by U.S. Mail with postage prepaid
- By OJD File & Serve
- by Email

9 Michael J. Stortz, *pro hac vice* forthcoming
10 K&L GATES LLP
11 4 Embarcadero Center, Suite 1200
12 San Francisco, CA 94111
13 Tel: (415) 882-8011
14 michael.stortz@klgates.com

elizabeth.white@klgates.com
michael.stortz@klgates.com

15 *Attorneys for Defendant JAE Oregon, Inc.*

16 DATED this 6th day of February, 2026.

17 /s/ Nathan Ring
18 Nathan R. Ring (172663)

EXHIBIT A

1 IN THE CIRCUIT COURT OF THE STATE OF OREGON
2 FOR THE COUNTY OF WASHINGTON

3 RALPH LESPERANCE, individually and on
4 behalf of all others similarly situated,

5 Plaintiffs,

6 v.

7 JAE OREGON, INC.,

8 Defendant.

Case No. 24CV06959

**JOINT DECLARATION OF CLASS
COUNSEL IN SUPPORT OF
PLAINTIFF'S MOTION FOR
ATTORNEYS' FEES, EXPENSES, AND
SERVICE AWARD**

Hrg. Date: Mar 30, 2026

9 We, J. Gerard Stranch, IV, Lynn A. Toops, and Samuel Strauss, declare as follows:

10 I, J. Gerard Stranch, IV, am an attorney licensed to practice law in the state of Tennessee
11 and am the Managing Partner of Stranch, Jennings, & Garvey, PLLC. I, Lynn A. Toops, am an
12 attorney licensed to practice law in the State of Indiana, and I am an Equity Partner at the firm
13 CohenMalad, LLP. I, Samuel Strauss, am an attorney licensed to practice law in the states of
14 Washington, Wisconsin, and Illinois and am a Founding Partner of the firm Strauss Borrelli PLLC.

15
16 1. We serve as Class Counsel for Plaintiff Ralph Lesperance, individually and on
17 behalf of the Settlement Class, in the above-captioned action. We submit this declaration in
18 support of Plaintiff's Motion for Attorneys' Fees and Costs. The facts stated herein are based on
19 our personal knowledge, and if called upon to testify, we could and would competently do so.

20 2. This action arises from a cyberattack and data security incident experienced by
21 Defendant JAE Oregon, Inc., which was announced in or about November 2023 and allegedly
22 resulted in the unauthorized access to the private information of Plaintiff and members of the
23 Settlement Class.

24 ///

25 ///

1
2 **CASE HISTORY**

3 3. Plaintiff commenced this action on February 7, 2024, asserting claims including
4 breach of implied contract, unjust enrichment, negligence, negligence per se, invasion of privacy,
5 and statutory claims under Oregon law. Defendant has denied all liability throughout the litigation.

6 4. Beginning in Spring 2024, Plaintiffs’ counsel began discussing the potential of
7 settlement with Defendant's counsel and tendered a reasonable common fund demand on March
8 26, 2024.

9 5. Defendant rejected the settlement offer without countering.

10 6. Thereafter, Defendant proposed switching to a claims-made settlement structure
11 rather than a common fund, such that Defendant would only pay the claims filed by class members
12 with no pro rata increases, settlement administration costs, a service award to Plaintiff, and
13 Plaintiff’s attorneys’ fees and expenses—with attorneys’ fees and expenses to be negotiated after
14 agreeing to the direct benefits to class members.

15 7. Over the next several weeks, Counsel for both sides negotiated the specific benefits
16 that would be made available to class members.

17 8. Given the ongoing settlement negotiations, the Parties then entered a joint
18 stipulation requesting a stay of proceedings and noting that the Parties had agreed in principle to
19 the material, economic terms of a settlement. In no way did Plaintiff’s or Plaintiff’s counsel intend
20 for this to imply anything other than the direct economic benefits had been agreed upon. Indeed,
21 Plaintiff’s counsel still believed that several issues remained outstanding, including the need to
22 negotiate business practice changes, a service award to Plaintiff, and attorneys’ fees and expenses.

23 9. Ultimately, settlement negotiations then broke down because of disagreements
24 over the status of negotiations, Defendant’s unwillingness to engage in negotiations over
25

1 injunctive relief in the form of business practice changes, and a significant gap in negotiations on
2 Plaintiff's attorneys' fees and expenses.

3 10. Indeed, in August 2024, Plaintiff's counsel tendered a proposed term sheet to
4 Defendant that included the economic benefits already agreed to plus proposed language
5 regarding business practice changes designed to ensure the root cause of the breach was
6 remediated to mitigate the risk of recurrence.
7

8 11. Defendant again refused to engage in a discussion about such business practice
9 changes. Defendant also refused to share information with Plaintiff's counsel regarding the
10 measures that had already been implemented such that Plaintiff's counsel could confirm whether
11 the exploited vulnerability had already been mitigated.
12

13 12. Negotiations continued in the weeks and months that followed in an attempt to
14 resolve these differences—to no avail.

15 13. These differences resulted in dueling motions to enforce a settlement. Defendant's
16 unwillingness to negotiate business practice changes was at the core of this dispute because of its
17 belief that all materials terms had been finalized. Plaintiff's counsel instead believed, consistent
18 with their representation to the Court, that business practice changes were still outstanding
19 because "material, economic terms" does not typically include business practice changes given
20 that these are benefits to the class in the form of injunctive relief and not economic payments to
21 class members.

22 14. Moreover, Defendant refused to engage in a serious negotiation regarding
23 Plaintiff's counsel's attorneys' fees and expenses. So, given that some courts permit discovery of
24 Defendant's costs to litigate under these circumstances, Plaintiff's counsel propounded discovery
25
26

1 on Defendant seeking to understand its own cost to litigate this action as a proxy to better
2 understand the reasonableness of Plaintiff's counsel's hourly rates and fee totals.

3 15. Defendant refused to substantively respond to these requests, even after a meet and
4 confer session, and instead pivoted to an attempt to include Defendant's attorneys in the settlement
5 release, which Plaintiff opposed. Ultimately, the Court did not allow this discovery.
6

7 16. Given these ongoing disagreements, the Parties engaged in an in-person judicial
8 settlement conference on February 26, 2025. Though the Court permitted the conference to be
9 conducted remotely, which Plaintiff readily agreed to, Defendant chose to do the conference in-
10 person, however, so Plaintiff's counsel were effectively required to incur the time and expense of
11 traveling to Oregon for the in-person conference.

12 17. After submitting position statements, the Parties attended the in-person conference.
13 The settlement conference did not resolve the Parties' disputes but did result in Defendant sharing
14 some limited, summary information regarding what it had already done to mitigate the risk of a
15 subsequent data breach.

16 18. Plaintiff's counsel responded with a few additional proposed cybersecurity
17 measures that, in their experience working with experts, are present in all reasonable cybersecurity
18 programs. Yet, Defendant refused to discuss these additions. So, Plaintiff's counsel requested that
19 Defendant at least share its written cybersecurity policy, as such a policy would be present in any
20 reasonable cybersecurity program. This was another attempt to determine how well the class
21 members would be protected in the future. Defendant again refused.

22 19. Moreover, given the impasse on attorneys' fees, Defendant's counsel asserted that
23 the present fee motions should be contested but that the briefing should follow the claims process.
24 Plaintiff's counsel opposed this procedure on the belief that such a structure would deprive class
25 members of their due process right to know the amount of fees being requested.
26

1 20. After a follow-on status conference, the Court entered a briefing schedule on
2 motions to enforce the two sides' interpretation of what had been agreed to—culminating in
3 another in-person appearance for the May 5, 2025 hearing on the motions to enforce.

4 21. On April 11, 2025, Plaintiff filed the motion seeking enforcement of the settlement,
5 confirmatory discovery as to the state of Defendant's cybersecurity program, and a ruling that the
6 fee determination should be made before class notice so that class members would know the
7 resulting fee award when determining whether to participate in the settlement or to exercise their
8 rights to opt out or object.

9 22. After opening briefs from each side, and opposition briefs to the same from each
10 side, the Court conducted an in-person hearing on May 5, 2025, and ultimately enforced the
11 settlement without additional confirmatory discovery. The Court also determined that the fee
12 determination would be litigated at the close of the claims process.

13 23. Thereafter, the Parties drafted a formal settlement agreement, notice and claims
14 exhibits, and provided notice of a settlement to the class. This process included numerous
15 additional details on which the Parties disagreed that required further negotiations.

16 24. The Settlement provides claims-made relief to Settlement Class Members,
17 including reimbursement for documented out-of-pocket expenses incurred as a result of the
18 Security Incident capped at \$350 per Settlement Class Member, reimbursement for documented
19 extraordinary losses relating to fraud or identity theft capped at \$3,500 per Settlement Class
20 Member, reimbursement for lost time spent responding to the Security Incident capped at three
21 hours at \$20 per hour, and three years of credit monitoring services. The Settlement does not
22 include any agreement as to the amount of attorneys' fees and expenses but provides that
23 Defendant will pay the Court ordered amount.
24

1 25. On July 7, 2025, Plaintiff filed a Motion for Preliminary Approval of the Class
2 Action Settlement.

3 26. On July 16, 2025, following briefing and submission of the Settlement Agreement,
4 the Court entered an Order Preliminarily Approving the Class Action Settlement Agreement and
5 General Judgment (without Money Award). In that Order, the Court preliminarily approved the
6 Settlement, certified the Settlement Class for settlement purposes only, appointed Class Counsel
7 and Plaintiff Ralph Lesperance as Representative Plaintiff, approved the Notice Program and
8 Claims Administrator, and scheduled a Final Approval Hearing for March 30, 2026. The Court
9 further recognized that attorneys' fees and any service award would be addressed separately at or
10 in connection with final approval proceedings.
11

12 27. Ultimately, and notwithstanding the benefits made available through Plaintiff and
13 Plaintiff's counsel efforts, the settlement resulted in a lower than expected number of claims, with
14 \$660 of lost time claims along with 23 claims for credit monitoring.

15 **TIME AND EXPENSES REQUIRED TO LITIGATE THIS ACTION**

16 28. Throughout this litigation, Class Counsel continued to prosecute the action in the
17 face of significant risks, including challenges created by the complexity and novelty of data breach
18 litigation and the unique challenges presented in this case as a result of Defendant's tactics.

19 29. Class Counsel undertook this representation on a fully contingent basis, with no
20 guarantee of recovery of fees or expenses, and advanced substantial time and resources in
21 prosecuting the claims on behalf of the Plaintiff and the Settlement Class.

22 30. As of January 30, 2026, Class Counsel have expended 404 hours prosecuting this
23 matter on behalf of Plaintiff and the Settlement Class, resulting in a total lodestar of \$368,528.78.

24 31. This total includes \$361,677.60 in attorneys' fees incurred and \$6,851.18 in
25 unreimbursed litigation expenses—all of which could have been dedicated to other matters.
26

1 32. Class Counsel will continue to expend additional hours prosecuting this matter,
2 including preparing for and attending the final approval hearing, overseeing settlement
3 administration, and ensuring distribution of settlement benefits to Plaintiff and Settlement Class
4 Members.

5 33. A firm-by-firm breakdown of hours, rates, and fee calculations is set forth in
6 **Exhibit B.**

7 34. In addition, Plaintiff's Counsel incurred unreimbursed litigation expenses totaling
8 \$6,851.18:
9

Expenses Incurred		
Firm	Expenses	Categories
Stranch, Jennings & Garvey, PLLC	\$4,463.10	Travel, PHV fees, filing fees, service costs.
CohenMalad LLP	\$2,388.08	Travel, PHV fees, research costs.

10 **Total: \$6,851.18**

11 35. As reflected in **Exhibit B, Stranch, Jennings & Garvey, PLLC** expended 254.8
12 hours for a lodestar total of \$235,896.60 and incurred unreimbursed litigation expenses of
13 \$4,463.10. **CohenMalad LLP** expended 109.30 hours for a lodestar total of \$97,770.00 and
14 incurred unreimbursed litigation expenses of \$2,388.08. **Strauss Borrelli PLLC** expended 46.3
15 hours for a lodestar total of \$28,011.00. In total, Class Counsel incurred unreimbursed litigation
16 expenses of \$6,851.18, for a combined lodestar and expenses amount of \$368,528.78.
17

18 36. In tracking lodestar and expenses in this matter, Class Counsel maintained detailed
19 time records reflecting the work performed and expenses incurred, which can be viewed *in camera*
20 at the Court's request. Class Counsel worked efficiently to allocate work among firms, coordinate
21 assignments, and avoid unnecessary duplication. The time expended was reasonable and
22 necessary for the prosecution of this case.
23
24
25
26

1 37. The time expended by Class Counsel was reasonable and necessary in light of the
2 scope of the claims, the procedural history of the case, the contested nature of the settlement
3 negotiations, and the risks presented by continued litigation.

4 38. The hourly rates utilized by Class Counsel in this matter reflect each attorney's
5 experience, skill, and expertise and are consistent with prevailing market rates for attorneys
6 handling complex litigation and class actions of this nature and are the same rates that Class
7 Counsel charges for hourly billing clients.

8 39. Class Counsel have worked together on many other data breach and data privacy
9 cases across the country and know each other well. Through working together so often, Class
10 Counsel understand each other's strengths and work to divide up the work necessary to prosecute
11 this matter efficiently and effectively.

12 40. Class Counsel have not received any payment for attorneys' fees or reimbursement
13 of costs in connection with this matter to date.

14 ///

15 ///

16 ///

17 ///

18 ///

19 ///

1 41. Lastly, Plaintiff Ralph Lesperance actively participated in this litigation on behalf
2 of the Settlement Class. Plaintiff remained in regular communication with Class Counsel, assisted
3 in the investigation of the claims, reviewed pleadings and settlement materials, responded to
4 requests for information, and fulfilled the responsibilities associated with serving as a class
5 representative. Plaintiff also undertook the obligations and risks inherent in representing the
6 interests of absent class members. Class Counsel will seek a modest service award to compensate
7 Plaintiff for this time and effort, subject to the Court’s approval.
8

9 We declare under penalty of perjury under the laws of the United States of America that
10 the foregoing is true and correct.

11 Executed this 6th day of February 2026, at Nashville, Tennessee.

12 By: /s/ J. Gerard Stranch, IV
13 J. GERARD STRANCH, IV (PRO HAC VICE)

14 Executed this 6th day of February 2026, at Indianapolis, Indiana.

15 By: /s/ Lynn A. Toops
16 LYNN A. TOOPS (PRO HAC VICE)
17

18 Executed this 6th day of February 2026, at Chicago, Illinois.

19 By: /s/ Samuel Strauss
20 SAMUEL STRAUSS (PRO HAC VICE)
21

EXHIBIT B

Stranch, Jennings & Garvey, PLLC					
Name	Title	Hours	Rate	Total	Tasks
J. Gerard Stranch, IV	Managing Partner	66.2	\$1,450.00	\$95,990.00	Case supervision and correspondence; settlement negotiations; strategy meetings; drafting and editing motions, settlement papers, and declaration; travel and handle hearings and conferences; manage settlement notice and claims administration.
Grayson Wells	Partner	73.1	\$900.00	\$65,790.00	Case correspondence; legal research; drafting and editing motions, settlement papers, terms sheets, status reports, and position statements; and strategy discussions.
Nathan Ring	Of Counsel	26.2	\$850.00	\$22,270.00	Attention/research into local requirements and practice; case correspondence; and review filings.
Andrew Mize	Sr. Associate	12.9	\$800.00	\$10,320.00	Research case background, draft and edit the complaint.
Michael Iadevaia	Sr. Associate	8.4	\$819.00	\$6,879.60	Motion drafting
Darius Dixon	Associate	33	\$650.00	\$21,450.00	Motion drafting and legal research.
Jennifer Roy	Sr. Paralegal	11.5	\$375.00	\$4,312.50	Calendaring, court filings, review/prepare pro hac vice applications; case management; and supervise subordinate paralegals.
Ryan Rayburn	Paralegal	1.2	\$375.00	\$450.00	Administrative tasks for hearing preparation.
Ryan Hall	Paralegal	0.2	\$735.00	\$147.00	Case management
Brandon Scholnik	Paralegal	0.3	\$375.00	\$112.50	Court filings
Michelle Wade	Paralegal	21.8	\$375.00	\$8,175.00	Conform/paralegal filings for local requirements.
	Total:	254.8		\$235,896.60	

CohenMalad, LLP

Name	Title	Hours	Rate	Total	Tasks
Lynn A. Toops	Equity Partner	86.6	\$975.00	\$84,435.00	Case supervision and correspondence; settlement negotiations; strategy meetings; drafting and editing motions, settlement papers, and declaration; travel and handle hearings and conferences; manage settlement notice and claims administration.
Amina A. Thomas	Partner	17.3	\$650.00	\$11,245.00	Legal research, research into similar settlements, motion drafting and editing, settlement drafting and editing.
Lisa M. La Fornara	Partner	0.8	\$600.00	\$480.00	Legal Research
Mary Atkins	Law Clerk	4.6	\$350.00	\$1,610.00	Legal Research
	Total:	109.3		\$97,770.00	

Strauss Borrelli PLLC

Name	Title	Hours	Rate	Total	Tasks
Samuel Strauss	Partner	31.2	\$800.00	\$24,960.00	
Zog Begolli	Associate	0.9	\$550.00	\$495.00	
Elizabeth Adell	Legal Assistant	14.2	\$180.00	\$2,556.00	
	Total:	46.3		\$28,011.00	

Expenses Incurred		
Firm	Expenses	Categories
Stranch, Jennings & Garvey, PLLC	\$4,463.10	Travel, PHV fees, filing fees, service costs.
CohenMalad LLP	\$2,388.08	Travel, PHV fees, research costs.
Total:		\$6,851.18