

1 David S. Gingras, #021097  
2 **P C**

3 [REDACTED]  
4 [REDACTED]  
5 Attorney for Plaintiff Laura Owens

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7 **MARICOPA COUNTY SUPERIOR COURT**  
8 **STATE OF ARIZONA**  
9

10  
11 **LAURA OWENS,**

12 **Plaintiff,**

13 **v.**

14  
15 **ROBERT ANDREJEV,**

16 **Defendant.**

Case No: CV2026-002304

**AFFIDAVIT IN SUPPORT OF  
PLAINTIFF'S MOTION FOR  
FEES/COSTS**

**(Assigned to Hon. Lindsey Coates)**

17  
18 1. My name is David S. Gingras. I am a United States citizen, a resident of the  
19 State of Arizona, am over the age of 18 years, and if called to testify in court or other  
20 proceeding I could and would give the following testimony which is based upon my own  
21 personal knowledge.

22 2. I am an attorney licensed to practice law in the States of California (since 2002)  
23 and Arizona (since 2004).

24 3. I am an active member in good standing with the State Bars of Arizona and  
25 California and I am admitted to practice and in good standing with the United States Court  
26 of Appeals for the Sixth, Ninth and Tenth Circuits, the United States District Court for the  
27 District of Arizona and the United States District Courts for the Northern, Central, and  
28 Eastern Districts of California.

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1           4.       I attended law school at the University of San Francisco School of Law where I  
2 was a member of the USF Law Review for two years. I graduated in May 2000. Since that  
3 time, I have regularly practiced law in state and federal courts in California, Arizona, and  
4 many states across the country.

5           5.       My practice is 100% devoted to civil litigation. Over the last 25 years, I have  
6 personally litigated hundreds of cases, including many jury trials, bench trials, and  
7 numerous appeals. Between 2002 and 2009, I worked at two law firms – a small firm in  
8 Tempe where I worked for a retired judge named Rodger Golston, and later at Jaburg Wilk,  
9 P.C., which is a well-respected mid-sized law firm in Phoenix.

10          6.       In addition to my work as a civil litigator, I also work as a volunteer for the State  
11 Bar of Arizona's fee arbitration program. In that capacity, I preside over hearings on behalf  
12 of the State Bar involving fee disputes between lawyers and clients. As part of that  
13 program, I received special training from the State Bar regarding the legal requirements for  
14 determining the reasonableness of attorney's fees and costs.

15          7.       In my role as a fee arbitrator for the State Bar, my rulings in fee dispute cases  
16 are reviewed by bar counsel for legal accuracy and compliance with Arizona Bar policies.  
17 To date, none of my fee decisions have ever been rejected or materially modified by bar  
18 counsel.

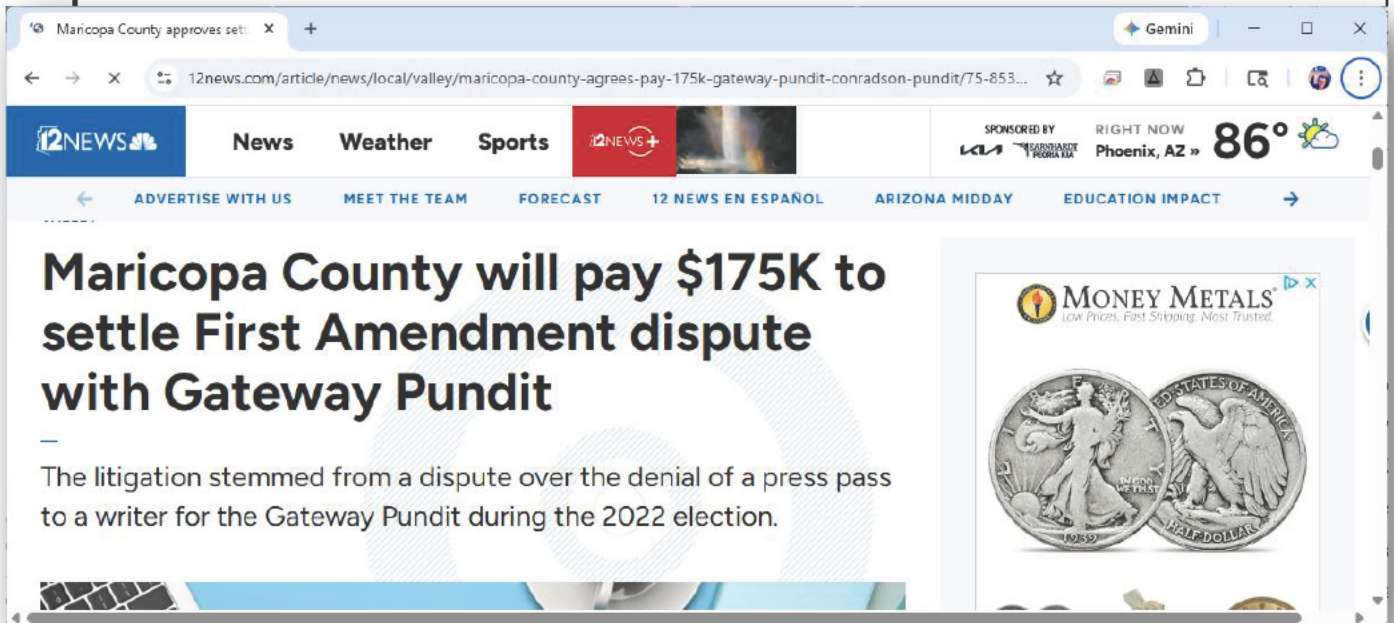
19          8.       Over the last 25 years, I have litigated numerous high-profile First Amendment  
20 related cases. For example, in 2016 I was retained by celebrity Johnny Depp to represent  
21 his best friend in a defamation case filed by Depp's ex-wife, Amber Heard. *See Amber*  
22 *Heard v. Doug Stanhope*, Cochise County Superior Court Case No. CV2016-00280.

23          9.       My work has also produced numerous published decisions from state and federal  
24 courts in Arizona and elsewhere. *See Jones v. Dirty World Ent. Recordings, LLC*, 755 F.3d  
25 398 (6th Cir. 2014); *Global Royalties, Ltd. v. Xcentric Ventures, LLC*, 544 F.Supp.2d 929  
26 (D.Ariz. 2008); *Crabtree v. Dirty World, LLC*, 2012 WL 3335284 (W.D.Mo. 2012); *Hare*  
27 *v. Richie*, 2012 WL 3773116 (D.Md. 2012); *Dyer v. Dirty World, LLC*, 2011 WL 2173900  
28 (D.Ariz. 2011); *Gauck v. Karamian*, 805 F.Supp.2d 495 (W.D.Tenn. 2011); *Asia*

1 *Economic Institute, LLC v. Xcentric Ventures, LLC*, 2011 WL 2469822 (C.D.Cal.  
2 2011), *ICG-Internet Commerce Group, Inc. v. Wolf*, 519 F.Supp.2d 1014 (D.Ariz. 2007).

3 10. In 2022, I served as co-counsel in a federal lawsuit filed against Maricopa  
4 County which accused the county of violating the First Amendment rights of a conservative  
5 reporter. In that case, the county refused to grant a press credential to the reporter solely on  
6 the basis that his conservative reporting did not qualify him as a “real journalist”.

7 11. After we sued, Maricopa County agreed to pay \$175,000 in attorney’s fees, and  
8 it agreed to change its policies regarding press credentialing. See  
9 [https://www.12news.com/article/news/local/valley/maricopa-county-agrees-pay-175k-](https://www.12news.com/article/news/local/valley/maricopa-county-agrees-pay-175k-gateway-pundit-conradson-pundit/75-8531c357-e73b-4af3-bb94-d0f2c6292dc9)  
10 [gateway-pundit-conradson-pundit/75-8531c357-e73b-4af3-bb94-d0f2c6292dc9](https://www.12news.com/article/news/local/valley/maricopa-county-agrees-pay-175k-gateway-pundit-conradson-pundit/75-8531c357-e73b-4af3-bb94-d0f2c6292dc9)



21 12. I have provided legal services to Laura Owens since March 2024 pursuant to a  
22 written fee agreement, a copy of which is attached hereto as Exhibit A. This agreement  
23 only initially applied to work on a paternity case filed by Ms. Owens, but the agreement  
24 has been modified and expanded since then to cover additional services.

25 13. My standard hourly rate (as identified in Exhibit A) is \$395/hr. However, based  
26 on my knowledge and experience, this rate is extremely low, especially for experience First  
27 Amendment counsel. For example, my co-counsel in the lawsuit filed against Maricopa  
28

1 County was a lawyer named Marc Randazza. Mr. Randazza is a personal friend who I have  
2 known for over 20 years. I have worked on multiple cases with Mr. Randazza over the  
3 years, and based on that experience, I know his standard hourly rate is \$1,000.00. Although  
4 I could certainly charge higher rates than I do, I often provide legal services at reduced  
5 rates to low-income clients as part of my personal preference to help those in need,  
6 regardless of ability to pay.

7 14. In this case, for ease of reference and to reflect inflation since 2024, I have  
8 rounded my hourly rate up from \$395 to \$400.

9 15. Attached hereto as Exhibit B is a time sheet reflecting all time spent on this  
10 matter. According to my records, I spent a total of 23.8 hours working on this matter. That  
11 total includes time spent preparing Plaintiff's Response to Defendant's Motion to Quash,  
12 as well as time spent reviewing evidence, gathering and submitting exhibits, preparing for  
13 and attending the evidentiary hearing held in this matter, and preparing this affidavit and  
14 related motion.

15 16. Applying a reasonable hourly rate of \$400, this results in a total of \$9,520 in  
16 attorney's fees. In addition to those fees, an additional \$76.70 in costs was incurred  
17 including electronic filing fees charged by the court, and costs for exhibit preparation and  
18 parking. The total costs and fees incurred is therefore about \$9,600.00.

19 17. Based on my review of the factors of ER 1.5, I have determined that a small  
20 downward adjustment should be made to account for the fact that I am a sole practitioner.  
21 As a sole practitioner, I spend time performing legal tasks like research and writing which  
22 justify a higher hourly rate.

23 18. On the other hand, I also spend time on administrative tasks such as exhibit  
24 preparation which would normally be performed by a paralegal at a large firm at a lower  
25 rate. Of course, attorneys who work for large firms normally charge significantly higher  
26 hourly rates than I do, and paralegals at large firms can often charge hourly rates which are  
27 not much lower than my rate. For that reason, I believe only a small downward adjustment  
28 is appropriate to render the total amount reasonable.

1           19.     Given those factors, and in light of my obligation to only charge a *reasonable*  
2 fee in light of all the factors of ER 1.5, I believe it is appropriate to apply a small downward  
3 adjustment of approximately \$1,000 to the actual time spent. After applying this  
4 adjustment, I have determined that a reasonable award of costs and fees for this matter is  
5 \$8,476.70.

6 Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of the  
7 United States<sup>1</sup> of America and the State of Arizona that the foregoing is true and correct.

8 DATED February 26, 2026.



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10 David S. Gingras

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<sup>1</sup> Thank you to the individual who spotted and corrected the typo which existed in my declaration form for years.

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**Original** e-filed through [www.azturbocourt.com](http://www.azturbocourt.com)  
and **COPIES** e-delivered Feb. 26, 2026 to:

Matthew E. Kelly, Esq.  
BALLARD SPAHR LLP  
[REDACTED]  
Phoenix, AZ 85004-2555  
Attorney for Defendant Robert Andrejev

  
\_\_\_\_\_

[REDACTED]

# Exhibit A

GINGRAS LAW OFFICE, PLLC

• Phoenix, AZ • Tel:

**FEE AGREEMENT**

1. **Parties.** The parties to this agreement are Gingras Law Office, PLLC ("Law Firm") and Laura Owens, [REDACTED] [REDACTED] [REDACTED] Scottsdale, AZ 85254 ("Client").

2. **Scope of Agreement.** Client has hired Law Firm to provide legal services on Client's behalf in the following matter(s): litigation (not including appeal, if any) in Owens v. Echard, FC2023-052114 and, if necessary, related case FC2023-052771. Client authorizes Law Firm to take such actions as may be reasonably necessary to represent Client's interests in connection with the above matter(s), and any other matters for which Law Firm is hereafter employed to render services, and agrees to pay Law Firm for services and costs in accordance with the terms of this letter. Law Firm is not obligated to represent Client in any matter other than the matter referred to above, including any appeal, new trial or collateral proceeding or transaction. If Law Firm is requested, and agrees, to provide representation in any matter other than as required hereunder, Law Firm may require, as a condition to undertaking such representation, that a new fee agreement be entered into. In the absence of a new fee agreement, this Fee Letter will remain in effect and will be applicable to all services rendered by Law Firm.

3. **Retainer.** Client agrees to pay a retainer of \$7,500.00 payable to: Gingras Law Office, PLLC, (Tax ID # [REDACTED]) which shall be applied against amounts due under this Agreement.

4. **Legal Fees.** Law Firm's fees will be charged and billed as follows:

**Flat Fee.** Client agrees to pay a flat-fee of \$\_\_\_\_\_ for the following services:  
 No further work will be performed, nor fees charged, without Client's prior approval.

**Hourly Fee.** Legal services will be provided at a rate of \$395.00 for all services performed pursuant to this Agreement. These amounts shall be charged for all services performed on Client's behalf, specifically including telephone conversations and meetings with Client and others, correspondence, investigation and analysis of relevant legal and factual issues, drafting of pleadings, court filings and discovery papers, legal research, court appearances, preparation of contracts and legal instruments, and other tasks as appropriate in a particular matter.

Client understands Law Firm shall not begin working on any matter for Client unless and until the initial retainer described above (if any) is paid and received.

5. **Costs.** Client will be responsible for, and will pay to Law Firm, all out-of-pocket costs incurred by Law Firm. Out-of-pocket costs include, but are not limited to, court costs,

service of process, travel expenses, long-distance telephone calls, investigative fees, photocopying, facsimile transmissions and receipts, computer-assisted legal research, and expert witness fees. Any individual cost item greater than \$150.00 may be forwarded to Client for payment by Client, and Client agrees to pay such items directly to the billing party.

**6. Billing and Payment Procedures.** Law Firm's charges will be set forth in periodic statements, which shall be submitted on a monthly basis or as Law Firm may otherwise elect. For your convenience, invoices can be sent via email by request. All invoices will be due upon receipt. Invoices will become delinquent if payment is not received on or before the last day of the month in which the bill is sent. All delinquent amounts will bear interest at the rate of one and one half percent (1 ½%) per month starting 31 days from invoice date until amount due is paid.

**7. Assignment and Authorization for Payment.** Client hereby assigns to Law Firm any monies or other properties obtained from or on behalf of the Client from any source whatsoever in an amount necessary to satisfy fees and costs owed to Law Firm. Client authorizes Law Firm, from time to time, to transfer to Law Firm, to be applied to fees and costs due under this Agreement as reflected in statements submitted to Client, any monies held by Law Firm in trust for Client.

**8. Obligation to Cooperate.** Client agrees to notify Law Firm of any change in residence or business address, to cooperate in the preparation of the case, to appear upon reasonable notice for deposition and court appearances and to comply with all reasonable requests made to Client in preparation of the case. Failure to so cooperate may result in Court-imposed sanctions and Law Firm's withdrawal from the case.

**9. Insurance.** Rule ER 1.4 of the Arizona Rules of Professional Conduct provides "all lawyers/legal paraprofessionals in private practice shall inform the client in writing, prior to or at the commencement of the representation, if they do not have professional liability insurance." Pursuant to this rule, Client is informed Law Firm will not carry professional liability insurance applicable to this case unless otherwise notified.

**10. Withdrawal from Representation.** In the event of any default or breach of any kind under this Agreement by Client, Law Firm reserves the right, upon written notice to Client, subject to applicable court rules, to suspend all activities on behalf of Client and to withdraw as counsel of record in any pending proceedings or litigation. Client specifically agrees, authorizes and consents to Law Firm's withdrawal from any further representation, including any pending litigation, without further written consent by Client, in the event Client fails to make payments to Law Firm when due or breaches any other term of this Agreement. Client acknowledges and agrees that if Law Firm moves to withdraw from representation of Client in any pending litigation, Client shall make suitable arrangements to be prepared for any pending trial or hearing.

**11. File Storage.** Client understands that Law Firm lacks facilities to store indefinitely all closed files. Upon Client's request, upon the conclusion of any matter, Law Firm will return to Client all papers and other material provided by Client, together with all of Law Firm's files relating to the matter. Unless otherwise agreed, all such materials retained by Law Firm will be destroyed on or after the expiration of three years following the conclusion of the matter, without notice, and Client expressly consents to such destruction.

12. **Notification of Disputes.** If Client disagrees with any billing statement, Client shall notify Law Firm in writing within thirty (30) days of billing. If no objection to the bill is received within this time period, Client acknowledges that the statement is correct and the fees and costs charged are reasonable and owed by Client.

13. **Attorney's Fees.** If Law Firm takes any action against Client to collect delinquent amounts, Client shall be liable to Firm for all costs and legal fees associated with collection activities.

14. **Entire Agreement.** This Fee Letter constitutes the entire agreement between Client and Law Firm and shall be binding upon the parties and their successors-in-interest, heirs and assigns.

Gingras Law Office, PLLC

Dated: March 25, 2024

BY:

  
\_\_\_\_\_  
David S. Gingras, Esq.

# Exhibit B

GINGRAS LAW OFFICE, PLLC

[REDACTED], Phoenix, AZ [REDACTED] • Tel: [REDACTED]

Invoice Date: Feb. 26, 2026

Invoice#: 1724

Laura Owens

[REDACTED]  
Scottsdale, AZ 85254

Re: *Owens v. Andrejev; CV2026-002304*

Date	Description	# Of Hours	Amount
Feb. 2026	Legal Fees  <u>Costs</u> Filing Fee – 2/13/26 – Response to Motion to Quash Thumb Drives for exhibits Parking; day of hearing <b>Subtotal Costs</b>	23.8 @\$400/hr. .	\$9,520.00   \$6.70 \$50.00 \$20.00 <u>\$76.70</u>
Total:			\$9,596.70

## GINGRAS LAW OFFICE, PLLC

4802 E Ray Rd, #23-271, Phoenix, AZ 85044 • Tel: (480) 264 1400

<b>Date</b>	<b>Case</b>	<b>Time</b>	<b>Description</b>
1/20/2026	Andrejev	.1	Review email from Laura w/ copy of new IAH filed against Robert Andrejev.
2/7/2026	Andrejev	.5	Review email from Laura w/ attached Motion to Quash; review motion and phone call w/ Laura re: same.
2/12/2026	Andrejev	.2	Review and respond to emails from Laura w/ hearing order and phone call re: same.
2/12/2026	Andrejev	2.0	Conduct extensive legal research into Arizona harassment law including reviewing all annotated decisions regarding A.R.S. §§ 13-2921 and 12-1809; review U.S. Supreme Court legal decisions involving First Amendment and harassment, and related authorities.
2/13/2026	Andrejev	6.0	Perform second review of defense Motion to Quash and begin researching and drafting Response to same.
2/13/2026	Andrejev	.2	Email to Matt Kelley re: case.
2/13/2026	Andrejev	.5	Finalize/revise Response to Motion to Quash and file same; copy to client.
2/14/2026	Andrejev	.4	Lengthy email to Laura re: to-do list for hearing prep including need to gather exhibits for submission to clerk by Tuesday afternoon; prepare and file Notice of Lodging.
2/17/2026	Andrejev	3.5	Lengthy telephone meeting w/ Laura to review every "incident" referenced in her IAH petition and ensure we have copies of every video correlated w/ the allegations (1.5). Review Dropbox folder of videos provided by Laura to locate other potential hearing exhibits (2.0).
2/17/2026	Andrejev	1.8	Prepare Plaintiff's Exhibit List and submit electronic copies to court clerk (.5); telephone call to clerk to determine reason for error messages relating to video exhibits (.3); Purchase 12 individual thumb drives to comply with clerk's instructions to submit each individual video on a separate drive; assemble and label exhibits and deliver to Commissioner's chambers (1.0)
2/17/2026	Andrejev	.2	Emails to Commissioner Coates' JA Amber regarding exhibits.
2/17/2026	Andrejev	.5	Review Defendant's Reply ISO Motion to Quash and supplemental declaration from Andrejev; telephone conference w/ Laura to discuss same.
2/20/2026	Andrejev	4.0	Prepare notes and questions for Laura and telephone meeting w/ Laura to discuss various; travel to/from and attend evidentiary hearing at ECB.
2/24/2026	Andrejev	.4	Review under advisement ruling and later order; email copy to Laura and telephone conference to discuss next steps.

2/26/2026	Andrejev	3.5	Review court's ruling on merits and discuss same w/ Laura (.5); prepare fee motion and supporting affidavit and proposed order (3.0).
		23.8	TOTAL