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10  
11 SUPERIOR COURT OF THE STATE OF CALIFORNIA

12 COUNTY OF LOS ANGELES – CENTRAL DISTRICT

13  
14  
15 KHAI TU, on behalf of himself and all others  
similarly situated,

16 Plaintiffs,

17 v.

18 UNITED DENTAL CORPORATION; UNITED  
19 DENTAL FULLERTON CORP; UNITED  
20 DENTAL IRVINE CORP; UNITED DENTAL  
NORTHRIDGE CORP.; UNITED DENTAL  
21 WILSHIRE CORPORATION; and DOES 1  
through 300, inclusive,

22  
23 Defendants.

Case No. BC542678

[CLASS ACTION]

**MEMORANDUM OF POINTS AND  
AUTHORITIES IN SUPPORT OF  
PLAINTIFF’S MOTION FOR  
ATTORNEYS’ FEES AND COSTS**

Date: May 30, 2023

Time: 11:00 a.m.

Dept.: 10

Judge: Honorable William F. Highberger

Action Filed: April 14, 2014

1 **INTRODUCTION**

2 The motion of Class representative plaintiff Khai Tu (“Plaintiff”) for an award of \$2.2  
3 Million in attorneys’ fees and costs to Class Counsel should be granted in its entirety pursuant to  
4 the settlement of this class action in which Plaintiff alleged that Defendants<sup>1</sup> engaged in, *inter*  
5 *alia*, false advertising in connection with the provision of Dental Services. On December 16,  
6 2022, the Court filed its pending operative Order preliminarily approving the Class settlement  
7 that provided for Class Members who purchased Dental Services at Defendants’ locations in  
8 California to receive \$50.00 check. Thereafter, the Settlement Administrator provided notice to  
9 the Class and the response has been very positive with a claims rate nearly double that of typical  
10 consumer class settlement.

11 **SUMMARY OF PLAINTIFF’S CLAIMS IN THE LITIGATION**

12 Plaintiff filed this lawsuit on April 14, 2014. Plaintiff believes that this was the first  
13 publicly filed lawsuit alleging false advertising against Defendants. In his operative Third  
14 Amended Class Action Complaint, Plaintiff alleged causes of action for (1) Violation of the  
15 CLRA; (2) Fraudulent Misrepresentation; (3) Fraudulent Concealment; (4) False Advertising in  
16 Violation of Business and Professions Code §17500 et seq.; and (5) Violation of California  
17 Business and Professions Code §17200 et seq. against Defendants.

18 Plaintiff alleged that this is a class action on behalf of consumers in California who, during  
19 the Class Period purchased dental services (“Dental Services”) from Defendants, which were  
20 falsely, fraudulently, deceptively, deceitfully and repeatedly represented and advertised, including  
21 dental services for (1) Implants; (2) Orthodontics; (3) Scaling; and (4) X-Rays / Check-Ups /  
22 Consultations.

23 Under California law, any person or entity that "manages or conducts as manager  
24 proprietor, conductor, lessor, or otherwise, a place where dental operations are performed" is  
25 engaged in the practice of dentistry. Cal. Bus. & Prof. Code § 1625( e). "It is unlawful for any  
26 person [or entity] to engage in the practice of dentistry in the state . . . unless that person has a

27 <sup>1</sup> All terms defined in Plaintiff’s concurrently filed Memorandum of Points and  
28 Authorities in support of Plaintiff’s Motion for Final Approval of Class Settlement are utilized  
herein unless otherwise noted.

1 valid, unexpired license or special permit" to practice dentistry from the California Dental Board.  
2 Cal. Bus. & Prof. Code § 1626; *see also* Cal. Bus. & Prof. Code § § 1632, 1634, 1634. 1, 1635.5  
3 & 1640 (setting forth the requirements to obtain a dental license).

4 Plaintiff alleged that Defendant Kim was the owner, director, chief executive officer,  
5 president and/or the majority, principle and primary shareholder in control of the United Dental  
6 Corporate Defendants doing business in California. Compl., ¶ 7.

7 Defendant Kim has never been licensed to practice dentistry in California. Indeed, Plaintiff  
8 alleged that none of the Defendants were licensed or permitted to perform dentistry in the State of  
9 California.

10 On or about and prior to February 15, 2013, Plaintiff saw and read Defendants' newspaper  
11 advertisements stating, *inter alia*, that a consumer would be charged \$999 for an "FDA Approved  
12 Implant." Plaintiff alleged, *inter alia*, that on February 15, 2013, Plaintiff went to Defendants'  
13 location in Garden Grove to get an FDA Approved Implant for a tooth, which he was told would  
14 cost \$2,050 and that Plaintiff had to pay \$730 out of his own pocket that day. Compl., ¶ 27.  
15 However, as of August 2013, Defendants had submitted bills totaling approximately \$4,880.00 in  
16 connection with Plaintiff's Implant work. As a consequence of Defendants' conduct, Plaintiff has  
17 suffered injury in fact and lost money. Compl., ¶ 28.

18 Plaintiff alleged and members of the Class overpaid for the Dental Services because the  
19 value of the Dental Services was diminished at the time it was sold to consumers. Had Plaintiff  
20 and members of the Class been made aware that Defendants' dental business was unlicensed, not  
21 legally operating in California, or that they would be charged more than the advertised price for  
22 Dental Services, Plaintiff and the members of the Class would not have purchased the Dental  
23 Services, would have paid less for them, or would have purchased dental services from another  
24 competing, licensed and legally operating dental business. For the reasons alleged in this Class  
25 Action Complaint, Defendants' Dental Services were worth less than what Plaintiff and members  
26 of the Class paid for them. Thus, Plaintiff and the Class members have suffered an injury in fact  
27 as a result of Defendants' conduct.

28

1 In his operative Third Amended Complaint, Plaintiff sought, *inter alia*, monetary relief and  
2 an order enjoining Defendants from continuing to employ the alleged unlawful methods, acts and  
3 practices described therein. Compl., pp. 23-24. Discovery in this case indicated that Defendants  
4 had stopped conducting dental operations in California after Plaintiff's lawsuit was filed. Ohn  
5 Decl., ¶ 3; Ryu Decl., ¶ 3.

6 As reflected in the Settlement Agreement, Defendants have denied and continue to dispute  
7 the claims and contentions alleged in the Action.

### 8 THE SETTLEMENT

9 As of November 16, 2022, Plaintiff had filed a Settlement Agreement including the  
10 following principal terms.

11 Defendants will provide each Class Member who submits a valid timely Claim Form one  
12 check for Fifty Dollar (\$50.00). The Checks will be issued after entry of a Final Order and Final  
13 Judgment. The Checks may be cashed within 90 day of issuance. Settlement, page 4 (Section  
14 II.O); page 7 (Section IV.A); page 9-10 (Section VII)

15 Class Members who wish to take part in the settlement must complete and submit a Claim  
16 Form to the Settlement Administrator. Settlement, page 7 (Section IV.A); Ex. A. The Settlement  
17 also provides potential class members with the right to opt-out of the Settlement Class or to  
18 object. Settlement, pages 10-11 (Sections VII & IX). The claim form would help ensure that the  
19 true and correct Class members will receive compensation.

20 The Parties agreed to hire CPT Group, an experienced Settlement Administrator. The  
21 Settlement Administrator's fees and expenses are to be paid by Defendants. Settlement, pages 10-  
22 13 (Section X); Ohn Decl. ¶ 2.

23 The Settlement contains fairly standard release language with respect to the alleged claims.  
24 Settlement, pages 13-14 (Section XI). However, Plaintiff and Class Members are not releasing any  
25 claims for personal injuries or medical malpractice. Settlement, page 13 (Section XI.D.), Ex. B).

26 Additionally, the Settlement provides that Defendants will not oppose an application by  
27 Class Counsel to the Court seeking an award of attorneys' fees and expenses up to a total amount  
28 of \$2,200,000, which will be paid in four equal monthly installments. Settlement, page 9 (Section

1 VI), Ex. C. The Settlement Agreement also provides for Plaintiff to seek an incentive award for  
2 his actions in conducting this litigation in a total amount not to exceed \$10,000. Settlement, page  
3 9 (Section V). Defendants will not dispute or contest either of these applications.

4 On or about October 10, 2022, Plaintiff filed a motion for preliminary approval of the  
5 Class settlement. On December 16, 2022, the Court filed its operative Order preliminarily  
6 approving the Class settlement as fair, reasonable and adequate.

7 The Court appointed CPT Group as the Settlement Administrator to provide notice to the  
8 Class. On January 2, 2023, the Settlement Administrator had established a toll-free telephone  
9 number at 1-888-318-1017 to provide settlement related information to Class Members. Talavera  
10 Decl., ¶ 6. On January 2, 2023, the Settlement Administrator had established a live settlement  
11 website [www.UnitedDentalSettlement.com](http://www.UnitedDentalSettlement.com) that informed Class Members of the terms of the  
12 Settlement, their rights, dates, deadlines and related information. In this regard, the settlement  
13 website includes links to downloadable versions of the Class Action Settlement Agreement and  
14 Release, Amended Order Preliminary Approving the Class Action Settlement, Long Form Notice,  
15 Mail-In Claim Form, and a conformed copy of the Third Amended Class Action Complaint. The  
16 Long Form Notice states that “Class Counsel will request attorneys’ fees and expenses in an  
17 amount up to \$2,200,000.”

18 As of on or about January 5, 2023, the Summary Notice was published in the Orange  
19 County Business Journal and the Metropolitan News. Talavera Decl., ¶ 11, Exs. D-E. The  
20 Summary Notice states, inter alia, that the Court will hold a hearing to consider “payment of  
21 attorneys’ fees and expenses to the lawyers for the Class in an amount up to \$2,200,000.”

22 On January 5, 2023, CPT Group first class mailed the Notice Packet to 39,543 Class  
23 Members; first class mailed and emailed the Notice Packet to 1,646 Class Members; and emailed  
24 the Notice Packet to 11 Class Members.

#### 25 **THE CLASS REACTED POSITIVELY TO THE SETTLEMENT**

26 The parties presently estimate the Class includes 43,211 members. Significantly, only 3  
27 class members have timely opted out and only 1 Class member submitted an objection pro se.  
28

1 Talavera Decl., ¶ 14-15, Exs. G-H. The single objecting class member did not object to Class  
2 Counsel’s proposed attorneys’ fees and costs.

3 Furthermore, the Settlement Administrator has received 3,653 valid claim forms. Talavera  
4 Decl., ¶ 16. Each Class Member who submitted a valid claim form will receive \$50. As such, the  
5 total cash value of the valid claims to date would be approximately \$182,650.00. In addition, the  
6 present estimate of total administration costs to be charged by the Settlement Administrator to  
7 Defendants is approximately \$72,000.00. Talavera Decl., ¶ 17. Thus, the total economic value of  
8 the Settlement would be approximately \$2,464,650.00. In this regard, the total economic value of  
9 the settlement for each Class Member would be approximately \$57.04.

10 Moreover, the claim rate for this consumer Class settlement appears to be around 9%,  
11 which would be nearly double the typical consumer class action claim rate of around 5%. *See*  
12 Talavera Decl., ¶ 16; *see, e.g., In re Anthem, Inc. Data Breach Litigation*, 327 F.R.D. 299 (N.D.  
13 Cal. 2018) (granting final approval of class settlement with claim rate of 1.8%); *Shuman v.*  
14 *SquareTrade Inc.*, No. 20-cv-02725-JCS, 2023 WL 2311950, at \*4 (N.D. Cal. March 1, 2023)  
15 (noting that courts have approved class settlements with claims rates significantly lower than  
16 6%); *Shames v. Hertz Corp.*, No. 07–CV–2174–MMA(WMC), 2012 WL 5392159, at \*14 (S.D.  
17 Cal Nov. 5, 2012) (granting almost \$5.9 million in attorneys’ fees and costs, and noting that  
18 claim submission rate of approximately 4.9% was “on par with similar class action settlements”)  
19 (citing *In re TJX Cos. Retail Sec. Breach Litig.*, 584 F. Supp. 2d 395, 397, 406 (D. Mass. 2008)  
20 (approving entire amount of attorneys' fees request for \$6.5 Million with a multiplier after  
21 previously approving settlement with response rate of slightly more than 3%); *Touhey v. U.S.*,  
22 EDCV 08–01418–VAP (RCx), 2011 WL 3179036, at \*7-8 (C.D. Cal. July 25, 2011) (approving  
23 full amount of requested attorneys’ fees pursuant to settlement and finding 2% claim rate did not  
24 militate against final approval); *White v. Experian Info. Solutions, Inc.*, 803 F. Supp. 2d 1086,  
25 1100 (C.D. Cal.2011) (noting that 5% response rate does not mean the settlement is not fair,  
26 reasonable and adequate.”); *In re New Motor Vehicles Canadian Export Antitrust Litig.*, MDL  
27 No. 1532, 2011 WL 1398485 (D. Me. April 13, 2011) (finding favorable class reaction in a 3.9%  
28 response rate); *In re Compact Disc Minimum Advertised Price Antitrust Litig.*, 370 F. Supp. 2d

1 320, 321 (D. Me. 2005) (noting prior approval of settlement that yielded 2% claim rate); *Strong v.*  
2 *BellSouth Telcoms., Inc.*, 173 F.R.D. 167, 169, 172 (W.D. La.1997) (noting prior approval of  
3 settlement that yielded 4.3% claim rate)); *True v. American Honda Motor Co.*, 749 F.Supp.2d  
4 1052 (2010) (noting court’s experience in other consumer class actions where less than 2% of the  
5 class redeemed similar rebates); *Figueroa v. Sharper Image Corp.*, 517 F. Supp. 2d 1292 (S.D.  
6 Fla. 2007) (less than 1%, of class submitted claims); *Gascho v. Global Fitness Holdings, LLC*,  
7 No. 2:11–cv–436, 2014 WL 1350509, at \*30 (S.D. Ohio April 4, 2014) (noting evidence  
8 indicating a median or normal response rate to a class action settlement is around 5%).

9 **CLASS COUNSEL’S REQUEST FOR AN AWARD OF ATTORNEYS’ FEES AND**  
10 **COSTS AS PROVIDED FOR BY THE SETTLEMENT SHOULD BE APPROVED**

11 Payment of attorneys’ fees in this case is provided under, *inter alia*, (1) the CLRA, Cal.  
12 Civil Code §1780(e) and (2) the “private attorney general doctrine” codified at Cal. Code of Civ.  
13 Proc. §1021.5. The CLRA requires the award of attorneys’ fees and expenses to a prevailing  
14 party in litigation. Cal Civ. Code §1780(e) provides: “The court shall award costs and attorney’s  
15 fees to a prevailing plaintiff in litigation filed pursuant to [the CLRA].”. Such award is  
16 mandatory, even where the litigation is resolved by a pretrial settlement agreement. *Kim v.*  
17 *Euromotors West/The Auto Gallery*, 149 Cal. App. 4th 170, 181 (2007). In addition, under Cal.  
18 Code of Civ. Proc. §1021.5, a court may award attorneys’ fees to a successful party in an action  
19 resulting in the enforcement of an important right affecting the public interest, such as the  
20 enforcement of the CLRA, UCL or FAL (claims asserted in this case). *Press v. Lucky Stores,*  
21 *Inc.*, 34 Cal. 3d 311, 317-18 (1983).

22 The Settlement evidences that Plaintiff prevailed under applicable law and is a successful  
23 party entitled to attorneys’ fees. See *Graciano v. Robinson Ford Sales, Inc.*, 144 Cal. App. 4th  
24 140, 153 (2006) (quoting *Hensley v. Eckerhart*, 461 U.S. 424, 433 (1983)) (“[P]laintiffs may be  
25 considered ‘prevailing parties’ for attorney’s fees purposes if they succeed on any significant  
26 issue in litigation which achieves some of the benefit the parties sought in bringing suit”).

1                                   **A LODESTAR ANALYSIS SUPPORTS THE REQUESTED FEE**

2           In light of the risks and delays involved in contingent class action litigation, California  
3 courts "recognize two methods for calculating attorneys' fees in civil class actions: The lodestar  
4 plus multiplier method and the percentage of the recovery method." *Wershba v. Apple Computer*,  
5 91 Cal. App. 4th 224, 254 (2001); *see also Lealao v. Beneficial Cal., Inc.*, 82 Cal. App. 4th 19,  
6 49-50 (2000). The method to be used depends on whether the case involves "fee shifting" or "fee  
7 spreading." In fee spreading cases, a separate or "common fund" is established for the benefit of  
8 the class and attorneys' fees are paid out of the common fund and are calculated as a percentage  
9 of the class recovery. That is not the case here. Fee shifting cases, such as this case, are those in  
10 which the obligation to pay attorneys' fees is statutorily or otherwise transferred from the plaintiff  
11 or class to the defendant and is paid separate from the class recovery. *Lealao*, 82 Cal. App. 4th at  
12 26-27.

13           Pursuant to applicable law, the lodestar method is the appropriate and preferred method for  
14 calculating attorneys' fees in class actions such as this case where Defendants are paying the fees  
15 separately pursuant to a fee-shifting statute. *Ketchum v. Moses*, 24 Cal.4th 1122, 1137 (2001);  
16 *Wershba*, 91 Cal.App.4th at 254; *In re Consumer Privacy Cases*, 175 Cal. App. 4th 545, 556-57  
17 (2009); *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1029 (9th Cir. 1998); *Fleury v. Richemont N.*  
18 *Am. Inc.*, No. C-05-4525 EMC, 2008 WL 3287154, at \*3 (N.D. Cal. Aug. 6, 2008).

19           Under the lodestar method, the court first establishes a "lodestar" by multiplying the  
20 number of hours reasonably expended on the litigation by a reasonable hourly rate. Class  
21 Counsel is entitled to recover fees for all hours reasonably spent working on the case. *Weeks v.*  
22 *Baker & McKenzie*, 63 Cal. App. 4th 1128, 1175 (1998) ("the attorney who takes such a  
23 [complex] case can anticipate receiving full compensation for every hour spent litigating a claim  
24 against even the most polemical opponent."). Thus, travel time by the attorney is compensable.  
25 *See Hemy v. Webermeier*, 738 F.2d 188, 194 (7th Cir. 1984); *U.S. v. City & County of San*  
26 *Francisco*, 748 F. Supp. 1416, 1422 (N.D. Cal. 1990). Waiting in court is compensable. *Radle v.*  
27 *Krepel*, 167 Cal. App. 3d 677, 684 (1985). The "lodestar" should also include time spent on  
28 the fee application itself. *Serrano v. Unruh*, 32 Cal. 3d 621, 632-38 (1982).



1 In addition, Class Counsel’s out-of-pocket expenses of the type normally billed by an  
2 attorney to a fee-paying client should be awarded. *Guinn v. Dotson*, 23 Cal. App. 4th 262, 271  
3 (1994); *Beasley v. Wells Fargo Bank*, 235 Cal. App. 3d 1407, 1419-22 (1991).

4 Here, Class Counsel has spent approximately 3,002.4 hours prosecuting this action for over  
5 9 years to date. Class Counsel calculated their lodestar using a billing rate of \$850 for Gerald S.  
6 Ohn; \$750 for Young W. Ryu; and \$350 for Pamela Prieto (Mr. Ohn’s former associate). Class  
7 Counsel’s total fee lodestar in this action at the time of submitting this motion is \$2,477,290.00.  
8 In addition, Class Counsel has expended \$114,751.99 in unreimbursed expenses in connection  
9 with the prosecution of this action. Ohn Decl., ¶ 14, Ex. 2; Ryu Decl., ¶ 12, Exs. 1-2.

### 10 **Class Counsel Expended A Reasonable Amount of Hours Over 9 Years of Litigation**

11 Reasonableness of hours is assessed by “the entire course of the litigation, including  
12 pretrial matters, settlement negotiations, discovery, litigation tactics, and the trial itself.” *Vo v.*  
13 *Las Virgenes Municipal Water Dist.*, 79 Cal. App. 4th 440, 447 (2000).) Class Counsel spent  
14 3,002.4 total hours performing legal services in this case. Ohn Decl., ¶ 14, Ex. 2; Ryu Decl., ¶  
15 12, Exs. 1-2. The time spent by Class Counsel was reasonable and necessary to prosecute this  
16 class action, as detailed in the supporting declarations and billing reports. Ohn Decl., ¶¶ 1-4, 12-  
17 14, Ex. 2; Ryu Decl., ¶¶ 1-4, 11-13, Exs. 1-2. It included propounding and responding to written  
18 discovery requests, reviewing documents produced by Defendants, attending hearings, taking and  
19 defending numerous depositions, successfully preparing the contested motion for class  
20 certification and opposing Defendants’ 3 motions for summary judgment/adjudication. *Id.* Thus,  
21 Class Counsel’s time spent was also the byproduct of hotly contested litigation over the course of  
22 9 years against some five different sets of opposing counsel retained by Defendants. Ohn Decl.,  
23 ¶¶ 1-4, 12-14, Ex. 2; Ryu Decl., ¶¶ 1-4, 11-13, Exs. 1-2; *Serrano v. Unruh*, 32 Cal. 3d 621, 638-  
24 639 (1982). Each attorney contributed to Plaintiff’s and the Class’s success in this case. As a  
25 result of Class Counsel’s diligent efforts, Plaintiff and the Class obtained substantial benefits.

26 Excluded from the compensable time on this case is any time spent by Class Counsel’s  
27 staff as well as time that is expected to be spent in the future completing the class settlement,  
28

1 including appearing at the final approval hearing and assisting with providing notice of the final  
2 judgment to Class members.

3 As detailed in the supporting declarations, Class Counsel are experienced litigators with  
4 substantial experience in class and complex litigation. Ohn Decl., ¶¶ 1-14, Exs. 1-2; Ryu Decl.,  
5 ¶¶ 1-13, Exs. 1-2. Attorney Ohn is the Managing Principal of his firm and has been practicing for  
6 over 21 years. Ohn Decl., ¶ 5. Attorney Ryu is the Managing Principal of his firm and has been  
7 practicing for nearly 14 years. Ryu Decl., ¶ 5.

8 All of the time billed by Class Counsel, as described in further detail in connection with  
9 their Declarations, was legitimately incurred. Class Counsel has diligently, aggressively,  
10 tenaciously and effectively litigated this case and took all the litigation steps necessary to obtain  
11 the Settlement benefits for the Class.

#### 12 **Class Counsel's Hourly Rates Are Reasonable for Complex Litigation In Los Angeles**

13 Mr. Ohn seeks \$850 per hour and Mr. Ryu seeks \$750 per hour. These are Class Counsel's  
14 current rates for complex litigation, which is appropriate given the deferred and contingent nature  
15 of counsel's compensation. *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051 (9th Cir, 2002)  
16 ("[c]alculating fees at [current hourly rates] . . . compensate[s] for delay in receipt of payment");  
17 *In re Petroleum Prod. Antitrust Litig.*, 109 F. 3d 602, 609 (9th Cir. 1997). Moreover, an  
18 attorney's actual billing rate for similar work is presumptively appropriate. *See People Who Care*  
19 *v. Rockford Bd. of Educ.*, 90 F.3d 1307, 1310 (7th Cir. 1996). Declarations by counsel are  
20 sufficient to evidence the reasonable hourly rate. *See Wershba v. Apple Computer, Inc.*, 91 Cal.  
21 App. 4t 255 (2001); *see also United Steelworkers of Am. v. Phelps Dodge Corp.*, 896 F.2d 403,  
22 407 (9th Cir. 1990) ("Affidavits of the plaintiffs' attorney . . . regarding prevailing fees in the  
23 community, and rate determinations in other cases . . . are satisfactory evidence of the prevailing  
24 market rate."). "Courts also frequently use survey data in evaluating the reasonableness of  
25 attorneys' fees." *B-K Lighting, Inc. v. Vision3 Lighting*, No. CV 06-0285 MMM (PLAx), 2009  
26 WL 3838264, at \*5 (C.D. Cal. Nov. 16, 2009) (citing *Mathis v. Spears*, 857 F.2d 749, 755-56 (9th  
27 Cir. 1988)). Class Counsel's request satisfies all of the foregoing criteria.

28 Under the lodestar method, reasonable hourly rates are determined by "prevailing market

1 rates in the relevant community" which are the rates a lawyer of comparable skill, experience and  
2 reputation could command in the relevant community. *Blum v. Stenson*, 465 U.S. 886, 895  
3 (1984). The relevant community is that in which the district court sits, in this case Los Angeles.  
4 *Schwarz v. Sec 'y of Health & Human Servs.*, 73 F.3d 895, 906 (9th Cir. 1995). Class Counsel's  
5 current rates are therefore reasonable if they are in line with the prevailing rates for other  
6 attorneys practicing complex litigation in Los Angeles. Such is the case here.

7 Throughout this action, Plaintiff was represented by Mr. Ohn and Mr. Ryu whom the Court  
8 appointed as Class Counsel when this case was certified. Class Counsel's hourly rates are in line  
9 with the prevailing market rates charged by Los Angeles area attorneys of equivalent experience  
10 and expertise for comparable services. Ohn Decl., ¶¶ 1-14, Exs. 1-3; Ryu Decl., ¶¶ 1-13, Exs. 1-  
11 2. "A widely recognized compilation of attorney . . . rate data is the so-called Laffey matrix." *In*  
12 *re Chiron Corp. Sec. Litig.*, 2007 WL 4249902, at \*6 (N.D. Cal. Nov. 30, 2007); *see also*,  
13 *Nemecek & Cole v. Horn*, 208 Cal. App. 4th 641, 651-652 (2012) (holding that "the trial court  
14 used the reasonable rates in the local community as a basis for its award" where it relied on the  
15 Laffey Matrix).) Under the Laffey matrix, a reasonable hourly rate for an attorney with 20+ years  
16 of experience, such as Attorney Ohn, is \$997. Under the Laffey Matrix, a reasonable hourly rate  
17 for an attorney with over 11 years of experience, such as Attorney Ryu would be \$829. Ohn  
18 Decl., ¶ 17, Ex. 3. The Laffey matrix is tailored for the District of Columbia, which has a lower  
19 cost of living than Los Angeles and Orange County. *In re Chiron Corp. Sec. Litig.*, 2007 WL  
20 4249902, at \*6 ("Adjusting the Laffey matrix figures accordingly will yield appropriate rates for  
21 the respective geographical regions... +4.6% for Los Angeles.") Thus, the reasonable hourly  
22 rates for attorneys in the Los Angeles County and Orange County areas, such as Class Counsel,  
23 would be even higher than shown in the Laffey matrix. Class Counsel's billing rates are,  
24 nonetheless, lower than the *unadjusted* Laffey matrix.

25 Even though Class Counsel's hourly rates have increased over the years, applying the  
26 current hourly rate for the entire time period of this lawsuit is appropriate to account for the fact  
27 that Class Counsel has received no payment for their over 9 years of tenacious work on this case  
28 to date. "When plaintiffs' entitlement to attorney's fees depends on success, their lawyers are not

1 paid until a favorable decision finally eventuates, which may be years later... Meanwhile, their  
2 expenses of doing business continue and must be met. In setting fees for prevailing counsel, the  
3 courts have regularly recognized the delay factor, either by basing the award on current rates or  
4 by adjusting the fee based on historical rates to reflect its present value.” *Missouri v. Jenkins*, 491  
5 U.S. 274, 282 (1989).

6 The lodestar method yields \$2,477,290.00 in attorneys’ fees. The requested attorneys’ fees  
7 of \$2,0852,248.01 are substantially less than the lodestar amount. Indeed, Class Counsel is  
8 limiting their fee request to approximately 84% of their total lodestar amount. Pursuant to the  
9 Settlement and the applicable fee-splitting agreement, the requested attorneys’ fees in the amount  
10 of \$2,0852,248.01 should be approved. Ohn Decl., ¶¶ 1-21, Exs. 1-4; Ryu Decl., ¶¶ 1-13, Exs. 1-  
11 18, Exs. 1-2; Tu Decl., ¶ 20.

12 Class Counsel not only expended substantial time in diligently prosecuting this class action  
13 but also incurred considerable costs with no guarantee that the costs would be reimbursed. The  
14 costs of Class Counsel total \$114,751.99. Ohn Decl., ¶ 14, Ex. 2; Ryu Decl., ¶ 12, Ex. 2. The  
15 costs are detailed as exhibits to the declarations of Class Counsel. *Id.* Accordingly, Class  
16 Counsel request a collective award for reimbursement of litigation costs in the total amount of  
17 \$114,157.99.

18 Thus, in accordance with the Settlement, Class Counsel is seeking attorneys’ fees in the  
19 amount of \$2,0852,248.01 and costs in the amount of \$114,751.99 for a total of \$2,200,000.

## 20 CONCLUSION

21 For the foregoing reasons, Plaintiff respectfully requests that his motion for attorneys’ fees  
22 and expenses be granted in its entirety and Class Counsel be awarded \$2.2 Million.

23 Dated: May 5, 2023

Respectfully submitted,  
LAW OFFICES OF GERALD S. OHN, APC  
LAW OFFICES OF YOUNG W. RYU, APC

25 /s/ Gerald S. Ohn

26  
27 \_\_\_\_\_  
GERALD S. OHN  
Attorneys for Plaintiff and the Class