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17 **UNITED STATES DISTRICT COURT**
18 **CENTRAL DISTRICT OF CALIFORNIA**
19 **WESTERN DIVISION**

21 YUGA LABS, INC.,
22 Plaintiff and
23 Counterclaim Defendant,

24 v.

25 RYDER RIPPS, JEREMY CAHEN,
26 Defendants and
27 Counterclaim Plaintiffs.

Case No. 2:22-cv-04355-JFW-JEM

**JOINT STATEMENT RE L.R. 7-3
CONFERENCE RE YUGA LABS'
APPLICATION FOR AWARD OF
MANDATORY ATTORNEYS'
FEES AND COSTS**

Judge: Honorable John F. Walter

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1 Pursuant to this Court’s Standing Order (Dkt. 14), Plaintiff Yuga Labs, Inc.
2 (“Plaintiff” or “Yuga Labs”) and Defendants Ryder Ripps and Jeremy Cahen
3 (“Defendants”) (collectively, the “Parties”), through their respective counsel of record,
4 hereby submit the following joint statement regarding their meet and confer
5 conference held pursuant to Local Rule 7-3 in connection with Plaintiff’s Motion for
6 an Award of Attorneys’ Fees and Costs:

7 **Issues to Be Resolved and Date and Duration of Conference**

8 On March 17, 2023, this Court granted Plaintiff’s Special Motion to Strike
9 Defendants’ state law counterclaims (“Motion” or “Motion to Strike”) and awarded
10 Plaintiff mandatory attorneys’ fees and costs in connection with the Motion. Dkt. 156.

11 On March 21, 2023, Plaintiff’s counsel informed Defendants’ counsel of
12 Plaintiff’s intent to seek fees and costs to which it is entitled pursuant to the Court’s
13 Order. On March 22, 2023, Defendants’ counsel asked Plaintiff’s counsel for invoices
14 for their work, and, thereafter, Plaintiff’s counsel provided invoices redacted to protect
15 privileged information. Those invoices totaled \$188,150.

16 On March 23, 2023, counsel for the Parties held a video conference in an effort
17 to reach an agreement on reasonable attorneys’ fees and costs in connection with the
18 Motion to Strike. Louis Tompros and Derek Gosma attended the conference on behalf
19 of Defendants; Eric Ball, David Sillers, and Katie Hauh attended the conference on
20 behalf of Plaintiff. The conference lasted approximately fifteen minutes in total.

21 **Issues Discussed and Resolved During Conference**

22 Plaintiff’s position is that it is entitled to fees in the amount of at least
23 \$188,150.00. Plaintiff’s counsel represented during the conference that the amount
24 Plaintiff will seek is already discounted by at least \$30,000.00 because it excludes the
25 fees incurred by Fenwick & West in connection with the Motion to Strike.

26 Following the conference, and because of Defendants’ stated position that
27 counsel had never seen an anti-SLAPP attorneys’ fees award over \$30,000, Plaintiff’s
28 counsel provided Defendants’ counsel with two examples of fees awards including

1 non-SLAPP fees that it represented were substantially in excess of the fees requested
2 here, including one that was more than \$400,000. Defendants counsel provided a
3 selection of cases assessing anti-SLAPP fee awards, ranging from \$7,000 to \$30,000
4 (and above) to support its position that a more appropriate range for an anti-SLAPP
5 fee award is, at maximum, \$30,000.

6 On the conference, Defendants proposed foregoing an appeal regarding their
7 stricken state law counterclaims in exchange for Plaintiff foregoing its request for
8 attorneys' fees and costs on these claims. The Parties disagree about the likely merits
9 of such an appeal.

10 The Parties have not yet been able to reach a resolution regarding the appropriate
11 amount of attorneys' fees and costs to which Plaintiff is entitled. The Parties agree that
12 further conferences may avoid the need for a motion.

13 Plaintiff's counsel represented that it would proceed with filing a motion for an
14 award of attorneys' fees and costs and would seek any additional fees incurred in
15 connection with preparing that motion. Plaintiffs do not believe that Defendants have
16 been negotiating in good faith towards a resolution to the fee award.

17 Defendants' position is that the parties should continue their efforts to confer in
18 good faith to try to reach an agreed fee amount once Plaintiff has had an opportunity
19 to review the cases that Defendant provided showing reasonable fee amounts, and that
20 it would not dispute the timeliness of a motion by Plaintiff if the parties are ultimately
21 unable to reach agreement. Defendants' position is that a motion at this stage is
22 premature given the parties' ongoing discussions.

23
24 Dated: March 30, 2023

FENWICK & WEST LLP

25
26 By: /s/ Eric Ball

Eric Ball

Attorneys for Plaintiff Yuga Labs, Inc.

1 Dated: March 30, 2023

WILMER CUTLER PICKERING HALE
AND DORR LLP

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4 By: /s/ Henry Nikogosyan
Henry Nikogosyan
Attorneys for Defendants Ryder Ripps
and Jeremy Cahen
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9 **ATTESTATION OF CONCURRENCE IN FILING**

10 Pursuant to the United States District Court for the Central District of
11 California's Civil L.R. 5-4.3.4(a)(2)(i), Eric Ball attests that concurrence in the filing
12 of this document has been obtained from Henry Nikogosyan.
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14 /s/ Eric Ball
Eric Ball
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