

**RedHill Biopharma Ltd. v Kukbo Co., Ltd.**

2025 NY Slip Op 33075(U)

August 11, 2025

Supreme Court, New York County

Docket Number: Index No. 653200/2022

Judge: Nancy M. Bannon

Cases posted with a "30000" identifier, i.e., 2013 NY Slip Op 30001(U), are republished from various New York State and local government sources, including the New York State Unified Court System's eCourts Service.

This opinion is uncorrected and not selected for official publication.

**SUPREME COURT OF THE STATE OF NEW YORK  
NEW YORK COUNTY**

**PRESENT: HON. NANCY M. BANNON PART 61M**

*Justice*

-----X

REDHILL BIOPHARMA LTD.,  
  
Plaintiff,

- v -

KUKBO CO., LTD.,  
  
Defendant.

INDEX NO. 653200/2022  
MOTION DATE 02/04/2025  
MOTION SEQ. NO. 017

**DECISION + ORDER ON  
MOTION**

-----X

The following e-filed documents, listed by NYSCEF document number (Motion 017) 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516 were read on this motion to/for ATTORNEY - FEES.

In this breach of contract action, the court, by an order dated November 21, 2024, granted the plaintiff’s motion for summary judgment on its first and second causes of action and dismissal of the defendant’s counterclaims (MOT SEQ 010). The court also granted the plaintiff’s application for contractual attorney’s fees, sought pursuant to the parties Exclusive License Agreement (ELA). In that regard, the court determined that the “section 14.1 of the ELA provides for such relief” and directed the plaintiff to submit supplemental proof of the amount of attorney’s fees and costs incurred. The plaintiff thereafter filed supplemental papers in the form of the instant motion, seeking an order awarding it \$1,634,620.00 in fees, plus \$124,140.43 in expenses, for a total of \$1,758,760.43. The defendant opposes. The motion is granted in part.

It is well settled that the reasonableness of legal fees “can be determined only after consideration of the difficulty of the issues and the skill required to resolve them; the lawyers’ experience, ability and reputation; the time and labor required; the amount involved and benefit resulting to the client from the services; the customary fee charges for similar services; the contingency or certainty of compensation; the results obtained and the responsibility involved.” Morgan & Finnegan v Howe Chemical Co., Inc., 210 AD2d 62, 63 (1<sup>st</sup> Dept. 1994) [citations omitted]; see Matter of Freeman, 34 NY2d 1 (1974). An award of reasonable attorney’s fees is within the sound discretion of the court. See O’Mahony v Whiston, 224 AD3d 609 (1<sup>st</sup> Dept.

2024); Diakrousis v Maganga, 61 AD3d 469 (1<sup>st</sup> Dept. 2009). A court may reduce requested fees to eliminate unnecessary work (see Matter of SR, 169 AD3d 574 [1<sup>st</sup> Dept. 2019]), or where the amount sought was unsubstantiated by the proof submitted. See Silverstein v Goodman, 113 AD3d 539 (1<sup>st</sup> Dept. 2014); Josefsson v Keller, 141 AD2d 700 (2<sup>nd</sup> Dept. 1988).

In support of its motion, the plaintiff submits an affirmation of Leslie Thorne, a partner at Haynes and Boone LLP, in which she summarizes the services rendered by her firm throughout this action and describes the qualifications of the principal attorneys involved. These include herself, associate Rebecca Shwarz, associate Joe Pinto, and associate Tucker Guinn. The plaintiff also submits invoices from July 31, 2022, to November 30, 2024, detailing the professional services provided by these attorneys as well as expenses incurred. Thorne also details the expenses paid by her firm to vendor Veritext Legal Solutions for translating documents produced during discovery from Korean to English and providing interpreters. Invoices from sent by Veritext are attached. The plaintiff also submits invoices sent to Haynes and Boone LLP from other vendors including Consilio, Sechang & Co., and Immersion.

The defendant's main argument in opposition is that the plaintiff is not entitled to any attorney's fees under the Exclusive License Agreement. However, this argument is unavailing as the issue of liability was determined on the prior motion. Applying the doctrine of law of the case (see generally Martin v City of Cohoes, 37 NY2d 162 [1975]), only the amount of attorney's fees and costs remained for resolution. As to the amount, the defendant further argues that the plaintiff incurred unnecessary fees through excessive and meritless motion practice. The defendant points to entries from November to December 2022 related to a "default judgment", which the plaintiff never actually filed, and for work done on a motion to reargue filed by the plaintiff, which the court (Ostrager, J. [Ret.]) denied on August 10, 2023 (MOT SEQ 005). The defendant also generally objects to plaintiff's counsel use of block billing, redundant billing, and billing work for attorneys that could have been performed by clerical staff, a total of 7.1 hours.

Upon a review of the foregoing, and in light of the standards set forth herein, the court finds that the amounts sought are reasonable, but with certain deductions.

First, the court finds that the rates charged by the attorneys -Leslie Thorne: from \$780 per hour in 2022 to \$1,120 per hour 2024; Rebecca Schwartz: from \$540 per hour in 2023 to \$832 per hour in 2024; Joseph Barber: from \$440 in 2023 to \$632 per hour in 2024, and Tucker

Guin: from \$500 per hour in 2023 to \$608 per hour in 2024 - are reasonable for an AmLaw 100 firm and for the skills of the attorneys involved. This was a complex case involving pharmaceutical transactions and regulatory approval for Opaganib, a COVID-19 treatment. These rates are also reasonable given the result obtained in the case: a \$6.5 million judgment in favor the plaintiff. The plaintiff's counsel work also included voluminous discovery, including collecting, exchanging, reviewing, and producing approximately 15,000 documents and communications during written discovery. The plaintiff's counsel also reviewed the defendant's document discovery, including the translation of certain documents from Korean to English.

The work done for an unfiled default judgment motion was necessitated when the defendant failed to answer when the plaintiff first attempted service of the summons and complaint on September 22, 2022. Eventually, the plaintiff resorted to international service of process by serving the defendant via FedEx to the Korean Central Authority on November 21, 2022. Furthermore, this matter also saw heavy motion practice over three years, including a motion to dismiss (MOT SEQ 004), two summary judgment motions (MOT SEQ 010 and 013), and a motion for sanctions for spoliation of evidence (MOT SEQ 011). In particular, MOT SEQ 011 was necessitated by deficiencies in the defendant's email retention policy. That motion was granted in part on October 3, 2024.

However, the court finds that certain deductions need to be made to the total amount sought. The plaintiff includes invoices for work done after the court's November 21, 2024, order granting the plaintiff summary judgment, including filing the papers for this instant motion. This work amounts to \$12,076.00. The plaintiff is not entitled to this amount, as this work was occasioned by the insufficiency of the original motion papers in MOT SEQ 010. See 546-552 West 146th Street LLC v Arfa, 99 AD3d 117 (1<sup>st</sup> Dept. 2012); Sage Realty Corp. v Proskauer Rose LLP, 288 AD2d 14 (1<sup>st</sup> Dept. 2001).

Furthermore, the Haynes and Boone LLP invoices also include entries from attorneys who are not mentioned in Thorne's affirmation. No information is provided as to their positions, hourly rates, or overview of the work they provided during this litigation. Work from these attorneys amounts to \$63,262.00. There are also entries during February 2023 related to work done for a purported "motion to stay discovery", which was never filed. This work amounted to \$24,093.00. Finally, the court deducts \$48,796.77 in expenses incurred from vendors Consilio,

Sechang & Co., and Immersion. These invoices provide little to no detail of the work provided to Haynes and Boone LLP. Nor does Thorne provide any explanation as to those vendors.

For these reasons, the plaintiff is entitled to attorney’s fees in the amount of \$1,635,236.43, and expenses in the amount of \$75,343.66, for a total of \$1,710,580.09.

The court has considered the defendants’ remaining contentions and finds them unavailing.

Accordingly, upon the foregoing papers and this court’s prior orders, it is

ORDERED that the plaintiff’s motion is granted to the extent that it is awarded attorney’s fees and costs in the total sum of \$1,710,580.09, and the motion is otherwise denied, and it is further,

ORDERED that the Clerk is directed to enter a money judgment in favor of the plaintiff, RedHill Biopharma Ltd., and against the defendant, Kukbo Co. Ltd., in the sum of \$1,710,580.09, with statutory interest from November 21, 2024.

This constitutes the Decision and Order of the court.



NANCY M. BANNON, J.S.C.  
**HON. NANCY M. BANNON**

8/11/2025  
DATE

CHECK ONE:

CASE DISPOSED  
GRANTED  DENIED  
SETTLE ORDER  
INCLUDES TRANSFER/REASSIGN

NON-FINAL DISPOSITION  
GRANTED IN PART  OTHER  
SUBMIT ORDER  
FIDUCIARY APPOINTMENT  REFERENCE

APPLICATION:

CHECK IF APPROPRIATE: