

**Supreme Court of the State of New York**  
**Appellate Division: Second Judicial Department**

D24516  
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Submitted - March 3, 2009

ANITA R. FLORIO, J.P.  
JOSEPH COVELLO  
DANIEL D. ANGIOLILLO  
RANDALL T. ENG, JJ.

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2008-06386

DECISION & ORDER

Giuseppe Calabro, plaintiff, v Board of Education  
of City of New York, respondent; Talisman Rudin &  
DeLorenz, P.C., nonparty-appellant; Reitano,  
Spata & Bellini, LLP, nonparty-respondent.

(Index No. 11264/96)

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Richard Paul Stone, New York, N.Y., for nonparty-appellant.

Reitano, Spata & Bellini, LLP, Staten Island, N.Y. (Anthony Bellini of counsel),  
nonparty-respondent pro se.

In an action to recover damages for personal injuries, nonparty Talisman, Rudin & DeLorenz, P.C., the plaintiff's former attorney, appeals, as limited by its brief, from so much of an order of the Supreme Court, Kings County, (Rothenberg, J.), dated February 4, 2008, as, after a hearing upon remittitur from this Court (*Calabro v Board of Educ. of City of N.Y.*, 39 AD3d 680) to determine the proper fee to be awarded in satisfaction of its charging lien pursuant to Judiciary Law § 475, in effect, granted its motion to enforce its charging lien to the extent of fixing its fee in the sum of only \$11,287.33. Justice Angiolillo has been substituted for former Justice Spolzino (*see* 22 NYCRR 670.1[c]).

ORDERED that the order is affirmed, with costs.

The Supreme Court properly awarded the law firm of Talisman, Rudin & DeLorenz, P.C. (hereinafter the Talisman firm), the sum of \$11,287.33 as an attorney's fee for its proportionate share of the work in obtaining a recovery for the plaintiff in the instant personal injury action, based

December 15, 2009

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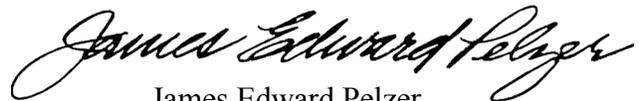
CALABRO v BOARD OF EDUCATION OF CITY OF NEW YORK

upon the hearing testimony as to the hours that the Talisman firm and the nonparty-respondent, Reitano, Spata & Bellini, LLP (hereinafter the Reitano firm), each worked on the action (*see Matter of Cohen v Grainger, Tesoriero & Bell*, 81 NY2d 655, 658-659; *Lai Ling Cheng v Modansky Leasing Co.*, 73 NY2d 454, 457). Contrary to the contention of the Talisman firm, it did not establish that its work in the action was any more important or crucial than was the work of the Reitano firm in bringing the action to a successful conclusion in favor of the plaintiff.

The remaining contentions of the Talisman firm are without merit.

FLORIO, J.P., COVELLO, ANGIOLILLO and ENG, JJ., concur.

ENTER:

A handwritten signature in black ink, reading "James Edward Pelzer". The signature is written in a cursive, flowing style.

James Edward Pelzer  
Clerk of the Court