

**250-252 Elizabeth St. Partnership L.P. v 250 Soho Cleaners Inc.**

2022 NY Slip Op 32472(U)

July 25, 2022

Supreme Court, New York County

Docket Number: Index No. 153773/2021

Judge: Frank P. Nervo

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This opinion is uncorrected and not selected for official publication.

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

PRESENT: HON. FRANK NERVO PART 04

*Justice*

-----X

250-252 ELIZABETH STREET PARTNERSHIP L.P.,

INDEX NO. 153773/2021

Plaintiff,

- v -

250 SOHO CLEANERS INC.,RIZWAN MAHMOOD

**ORDER & JUDGMENT  
FOLLOWING INQUEST**

Defendant.

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On April 11, 2022, following summary judgment in plaintiff’s favor, the Court held a remote inquest in this matter, via Microsoft Teams, to determine the amount due plaintiff for unpaid rent and legal fees. Due to technical difficulties at the inquest, plaintiff’s counsel was unable to testify regarding legal fees. Accordingly, the Court directed plaintiff’s counsel to file an affidavit in support of the legal fees claimed via NYSCEF with courtesy copy via email to chambers. The Court further provided defense counsel with the opportunity to reopen the hearing to question plaintiff’s counsel as to the amounts of legal fees sought via an email to chambers. Defense counsel has not submitted opposition to the amount of legal fees sought.

On July 19, 2022 the Court received an email from plaintiff’s counsel inquiring as to why a decision had not yet been rendered in this matter.

**OTHER ORDER – NON-MOTION**

Notably, plaintiff's counsel did not provide a courtesy copy of counsel's affidavit to chambers, as directed by the Court at inquest. Accordingly, the instant decision was delayed due to plaintiff's counsel's failure to comply with the Court's directives at inquest.

As to the amount due plaintiff for unpaid rent, the property manager testified at inquest, in accordance with the lease, guarantee, and rent ledger, that defendants owe \$107,649.20 in back rent. The property manager further testified that the \$35,000.00 security deposit had not been applied to the amount of back rent owed, and that plaintiff has continued to retain the security deposit.

Defendants did not dispute the amount of back rent owed.

Accordingly, plaintiffs recover \$72,649.20 for unpaid rent, representing the unpaid \$107,649.20 owed less the \$35,000.00 security deposit held by plaintiffs.

Turning to legal fees sought by plaintiff, it is beyond cavil that where attorney fees are authorized, either by statute or agreement, the fee sought must be reasonable; where the fee is unreasonable, inflated, or needlessly incurred, the Court may dismiss the claim for attorney's fees (*American Motorists Ins. Co. v. Napco Sec. Systems Inc.*, 244 AD2d 197 [1st Dept 1997]). In determining the reasonableness of attorney's fees, the Court considers the attorney's affidavit

and submissions to elicit the “difficult 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 charged for similar services; the contingency or certainty of compensation; the results obtained and the responsibility involved” (*Bankers Federal Sav. Bank FSB v. Off West Broadway Developers*, 224 AD2d 376 [1st Dept 1996]).

Here, plaintiff’s counsel has submitted an affidavit as to the amount of legal fees sought, \$21,039.94, as well as invoices showing the number of hours worked and hourly rate charged. The Court finds the amount of time expended in this matter by plaintiff’s counsel reasonable, as well as the hourly rate charged. Plaintiff’s counsel advised that it is not seeking interest on the award of attorney’s fees.

It is therefore

ORDERED and ADJUDGED that plaintiff 250-252 ELIZABETH STREET PARTNERSHIP L.P has judgment as against defendants 250 SOHO CLEANERS INC. and RIZWAN MAHMOOD, jointly and severally, in the amount of \$72,649.20, with interest at the statutory rate from September 1, 2021,

as a single reasonable intermediate date pursuant to CPLR § 5001(b); and it is further

ORDERED and ADJUDGED that BELKIN, BURDEN, GOLDMAN, LLP has judgment as against defendants 250 SOHO CLEANERS INC. and RIZWAN MAHMOOD for legal fees in the amount of \$21,039.94, without interest; and it is further

ORDERED that judgment shall be submitted to the Clerk's Office and not to chambers, unless directed otherwise by the Clerk's Office.

THIS CONSTITUTES THE DECISION, ORDER, AND JUDGMENT OF THE COURT.

DATE: 7/25/2022



HON. FRANK P. NERVO  
J.S.C.

Check One:

Case Disposed

Non-Final Disposition

Check if Appropriate:

Other (Specify \_\_\_\_\_ )