

**Weinberg v MCG Equity Partners LLC**

2025 NY Slip Op 34974(U)

December 18, 2025

Supreme Court, New York County

Docket Number: Index No. 651268/2025

Judge: Joel M. Cohen

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This opinion is uncorrected and not selected for official publication.

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK: COMMERCIAL DIVISION PART 03M

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JEFFREY WEINBERG,  
  
Plaintiff,

INDEX NO. 651268/2025

MOTION DATE 03/05/2025

- v -

MCG EQUITY PARTNERS LLC, MERIDIAN CAPITAL  
GROUP, LLC

MOTION SEQ. NO. 001

Defendants.

**SUPPLEMENTAL DECISION  
+ ORDER ON MOTION FOR  
ATTORNEYS' FEES &  
PREJUDGMENT INTEREST**

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HON. JOEL M. COHEN:

The following e-filed documents, listed by NYSCEF document number (Motion 001) 11, 17, 18, 19, 20, 21, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 90, 91, 93, 94, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 126, 128, 129, 130, 131, 139, 152, 153, 154, 155

were read on this motion for ATTORNEY'S FEES.

**THIS MATTER** having come before the Court upon the motion of Jeffrey Weinberg (“Mr. Weinberg”) for summary judgment in lieu of complaint against Defendants MCG Equity Partners LLC (“MEP”) and Meridian Capital Group LLC (“MCG”); and the Court having granted Mr. Weinberg’s motion as against MEP, dismissed the claims against MCG, and awarded Mr. Weinberg \$6,334,000 plus prejudgment interest and attorney’s fees in accordance with a settlement agreement (*see* NYSCEF 30 [Letter Agreement]); and Mr. Weinberg having submitted an application for an award of reasonable attorney’s fees (*see* NYSCEF 138 [Proposed Judgment]), and MEP having filed opposition thereto (*see* NYSCEF 142 [“Memo in Opp”]), the Court now determines as follows:

An award of attorney’s fees pursuant to a contractual provision “may only be enforced to the extent that the amount is reasonable and warranted for the services actually rendered”

(*Kamco Supply Corp. v Annex Contr. Inc.*, 261 AD2d 363, 365 [2d Dept 1999]). The burden rests with counsel “based upon a showing of the hours reasonably expended and the prevailing hourly rate for similar legal work in the community” (*Lancer Indem. Co. v JKH Realty Group, LLC*, 127 AD3d 1035, 1036 [2d Dept 2015]). Relevant considerations include “the time and labor required, the difficulty of the issues involved, and the skill and effectiveness of counsel” (*JK Two LLC v Garber*, 171 AD3d 496, 496 [1st Dept 2019], citing *In re Estate of Freeman*, 34 NY2d 1, 9 [1974]). Ultimately, “the determination of what constitutes a reasonable attorney’s fee is a matter within the sound discretion of the Supreme Court” (*Lancer Indem. Co. v JKH Realty Group, LLC*, 127 AD3d 1035, 1035-36 [2d Dept 2015]).

Here, Mr. Weinberg seeks \$24,868.75 in attorney’s fees incurred in connection with his counsel’s preparation for and prosecution of the motion for summary judgment in lieu of complaint. Mr. Weinberg has demonstrated that the hourly rates charged are consistent with, if not lower than, those charged by comparable practitioners handling similar litigation (*see* NYSCEF 129 [“Abraham Aff”] ¶¶ 8-9), and that the time expended was reasonable under the circumstances (Abraham Aff ¶ 10).

MEP opposes any award on the ground that MEP has already paid Mr. Weinberg \$75,000 in attorneys’ fees pursuant to a term sheet executed by the parties in September 2024 (NYSCEF 31 [“Term Sheet”]), and that any additional award would therefore constitute an impermissible double recovery (*see* Memo in Opp at 4-5). This argument is unavailing. The provision on which MEP relies states that “MEP and MCG shall each severally reimburse \$50,000 of Weinberg’s attorneys’ fees (for a total of \$100,000) upon execution of this Term Sheet” and “MEP and MCG shall each severally reimburse 50% of the remainder of Weinberg’s attorneys’ fees, not to exceed \$50,000 in total, by October 15, 2024” (*see* Term Sheet at 2). However, Mr. Weinberg did not

commence his motion for summary judgment in lieu of complaint until March 2025, well after the execution of the Term Sheet and, necessarily, the reimbursements contemplated therein (*see* NYSCEF 1 [Summons]). Accordingly, because the Term Sheet provision concerns attorney's fees accrued prior to its execution—and the attorney's fees sought in this action necessarily were incurred well after—the fees sought here do not constitute a double recovery.

Alternatively, MEP contends that any award of attorney's fees should be reduced by fifty percent (50%) to reflect that Mr. Weinberg prevailed only against MEP, and not MCG, against whom the claims were dismissed. While the Court agrees that some reduction is warranted, a wholesale fifty percent (50%) reduction is not supported by the record. The briefing specific to MCG constituted only a fraction of the overall work performed; the bulk of the motion addressed issues applicable irrespective of the identity of the defendant. Mr. Weinberg's counsel has credibly affirmed that approximately five (5) hours of the total time expended were devoted to MCG-specific arguments (*see* NYSCEF 168 [Abraham Supplemental Aff] ¶¶ 2-4). Accordingly, the award is reduced by \$2,875.

Finally, MEP challenges Mr. Weinberg's entitlement to prejudgment interest, relying on a provision in the Term Sheet stating that, *inter alia*, "any claims for prejudgment interest, through today, and up until the date of any future breach of the Agreement, are irrevocably waived" (Term Sheet at 2). However, as this Court has held, the Term Sheet was not a binding agreement other than as to a limited set of provisions (NYSCEF 126 [Summary Judgment Decision] at 2-3).

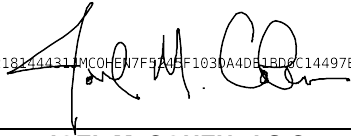
Accordingly, it is

**ORDERED** that Mr. Weinberg's application for contractual attorney's fees is **GRANTED** in the amount of \$21,993.75; it is further

**ORDERED** that Mr. Weinberg is entitled to prejudgment interest at the statutory rate of nine percent (9%) per annum from March 24, 2024; and it is further

**ORDERED** that the parties are directed to settle a judgment and notify the Court by letter filing on NYSCEF and by email to [sfc-part3@nycourts.gov](mailto:sfc-part3@nycourts.gov) when the application is complete.

This constitutes the Decision and Order of the Court.

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**JOEL M. COHEN, J.S.C.**

12/18/2025  
**DATE**

CHECK ONE:

CASE DISPOSED

GRANTED

DENIED

APPLICATION:

SETTLE ORDER

CHECK IF APPROPRIATE:

INCLUDES TRANSFER/REASSIGN

NON-FINAL DISPOSITION

GRANTED IN PART

OTHER

SUBMIT ORDER

FIDUCIARY APPOINTMENT

REFERENCE