

<b>Hui Zhao v I &amp; A Enters. LLC</b>
2025 NY Slip Op 35249(U)
August 21, 2025
Supreme Court, New York County
Docket Number: Index No. 154966/2020
Judge: Adam Silvera
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**SUPREME COURT OF THE STATE OF NEW YORK  
NEW YORK COUNTY**

**PRESENT: HON. ADAM SILVERA** PART 40

*Justice*

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HUI ZHAO,

Plaintiff,

- v -

I & A ENTERPRISES LLC, SWEET VILLAGE FLORIST &  
GIFT INC, MANNA 2 BAKERY, THE CITY OF NEW YORK

Defendant.

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INDEX NO. 154996/2020  
MOTION DATE 07/31/2025  
MOTION SEQ. NO. 005

**DECISION + ORDER ON  
MOTION**

The following e-filed documents, listed by NYSCEF document number (Motion 005) 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 208, 210

were read on this motion to/for ATTORNEY - FEES.

This motion involves the apportionment of attorneys’ fees between Plaintiff’s outgoing counsel, Leav & Steinberg, LLP (“L&S”), and incoming counsel, Roytblat Law Group, PLLC (“Roytblat”). Roytblat settled this matter at mediation in December 2024, with attorneys’ fees amounting to \$400,000.<sup>1</sup> L&S now moves for a determination that it is entitled to 95% of the attorneys’ fee due to its substantial work on the case.

On July 31, 2025, the date of oral argument, the Court held an attorneys’ fees hearing, with L&S and Roytblat present. In addition to the testimony elicited, the Court takes judicial notice of the uncontroverted matters contained in the County Clerk’s file and the Court’s computerized records. *See Leary v Bendow*, 161 AD3d 420, 421 (1st Dept 2018). The Court now renders its decision.

<sup>1</sup> L&S’s papers claim that the attorneys’ fees to be apportioned amount to \$500,000. *See* Affirmation in Support ¶ 2. But the parties stipulated at oral argument that the amount to be apportioned is \$400,000.

The apportionment of attorneys' fees depends on "the amount of time spent by the attorneys on the case, the nature of the work performed, and the relative contributions of counsel." *Brown v Governele*, 29 AD3d 617, 618 (2d Dept 2006).

The Court finds that L&S performed most of the work in obtaining a settlement for Plaintiff. After substituting in for Plaintiff's first counsel in August 2021, L&S did the following:

1. Reviewed thousands of pages of outgoing counsel's legal files and Plaintiff's medical records. Affirmation in Support ("Support") ¶¶ 14, 35.
2. Met Plaintiff with an interpreter in person several times, with each such meeting lasting over one-and-a-half hours, and regularly spoke with Plaintiff over the phone. *Id.* ¶¶ 16, 34.
3. Prepared a supplemental bill of particulars alleging complex regional pain syndrome. *Id.* ¶ 17.
4. Conferred with the defendants regarding discovery and submitted several joint discovery orders. *Id.* ¶¶ 18, 21-22, 25.
5. Addressed the defendants' documentary discovery demands. *Id.* ¶¶ 17, 26-27, 30.
6. Deposed Plaintiff for over three hours, the representative of defendant I & A Enterprises LLC for two hours, the representative of defendant Manna 2 Bakery for over an hour, the representative of defendant The City of New York for over an hour, and a non-party witness. *See id.* ¶¶ 19-20, 23-24, 33.
7. Filed the note of issue and later successfully opposed a motion to vacate it. *Id.* ¶¶ 28-29.
8. Retained Plaintiff's experts, including a life-care plan expert and several neurologists. *Id.* ¶¶ 32, 35.
9. Reviewed the defendants' three expert reports. *Id.* ¶ 31.
10. Investigated liens asserted against Plaintiff. *Id.* ¶ 36.

11. Discussed settlement with the insurance adjuster and defense counsel. *Id.* ¶¶ 37-38.
12. Vetted Plaintiff's prior criminal conviction for fraud and analyzed the conviction's effect on the case. *See* Reply Affirmation ("Reply") ¶ 7.
13. Scheduled a mediation and prepared a mediation statement. Support ¶ 38.

Roytblat, who substituted as Plaintiff's counsel at some point between May and July 2024, does not dispute any of the above. *See* Affirmation in Opposition ¶ 2 (conceding the factual history L&S presented); Consent to Change Attorney, filed July 22, 2024. Still, Roytblat seeks 33% of attorneys' fees,<sup>2</sup> relying primarily on having settled the case. *See id.* ¶ 10. Roytblat seemingly concedes that its work on the matter was appreciably more limited than that of L&S. Roytblat did the following:

1. Prepared mediation submissions and mediated the case. *Id.* ¶¶ 4-5.
2. Negotiated for months after the mediation to settle the case. *Id.* ¶ 5.
3. Appeared before the Court three times to finalize settlement. *Id.* ¶ 5.

In reply, L&S contends that Roytblat's mediation submission is "...the work product of" L&S or R&L. Reply ¶ 4.

L&S has demonstrated that its work on the case and its relative contributions to the outcome largely outweigh that of Roytblat. That Roytblat ultimately settled the case is not determinative in apportioning the attorneys' fees. L&S completed all the discovery from depositions onward, filed the note of issue, retained experts, served CPLR 3101 (d) expert exchanges and prepared the case for trial. Notably, Roytblat relied on the work product of L&S in generating its mediation submission, which is the extent of the written work completed by the firm.

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<sup>2</sup> Though Roytblat's papers indicate that it seeks 50% of the fees, *see* Opposition ¶ 11, Roytblat indicated at oral argument that it is only seeking 33%.

In consideration of the above, the Court apportions the net attorneys' fees in this matter as follows:

L&S 85% and Roytblat 15%.

Accordingly, it is


ORDERED that L&S's motion for apportionment of attorneys' fees is granted to the extent that L&S shall be paid 85% of the net attorneys' fees within 45 days; and it is further

ORDERED that Roytblat shall be paid the remaining 15% of the net attorneys' fees within 45 days; and it is further

ORDERED that, within 30 days of entry, L&S shall serve a copy of this Decision/Order upon all parties with notice of entry.

This constitutes the Decision/Order of the Court.

8/21/2025  
DATE

  
ADAM SILVERA, J.S.C.

CHECK ONE:	<input checked="" type="checkbox"/>	CASE DISPOSED	<input type="checkbox"/>	NON-FINAL DISPOSITION
	<input type="checkbox"/>	GRANTED	<input type="checkbox"/>	GRANTED IN PART
APPLICATION:	<input type="checkbox"/>	SETTLE ORDER	<input checked="" type="checkbox"/>	OTHER
CHECK IF APPROPRIATE:	<input type="checkbox"/>	INCLUDES TRANSFER/REASSIGN	<input type="checkbox"/>	FIDUCIARY APPOINTMENT
			<input type="checkbox"/>	REFERENCE
		<input type="checkbox"/>	DENIED	