

**Pisani v City of New York**

2026 NY Slip Op 30088(U)

January 6, 2026

Supreme Court, New York County

Docket Number: Index No. 156735/2022

Judge: Phaedra F. Perry-Bond

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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. PHAEDRA F. PERRY-BOND PART 35

Justice

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INDEX NO. 156735/2022

STEVEN PISANI,

MOTION DATE 05/09/2025

Plaintiff,

MOTION SEQ. NO. 007

- v -

THE CITY OF NEW YORK, SOUTH STREET SEAPORT LIMITED PARTNERSHIP, THE HOWARD HUGHES CORPORATION, HUNTER ROBERTS CONSTRUCTION GROUP L.L.C.,

DECISION + ORDER ON MOTION

Defendant.

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HUNTER ROBERTS CONSTRUCTION GROUP L.L.C.

Third-Party Index No. 595235/2024

Plaintiff,

-against-

M.G MCLAREN ENGINEERING AND LAND SURVEYING, P.C.

Defendant.

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The following e-filed documents, listed by NYSCEF document number (Motion 007) 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243

were read on this motion to/for MISCELLANEOUS

Upon the foregoing documents Rosenbaum & Rosenbaum, P.C. motion to enforce a charging lien seeking an order entitling it to a contingency fee of 50% of the net attorneys' fees recouped in the settlement of this matter is granted in part. There is no dispute that Rosenbaum & Rosenbaum, P.C is entitled to some compensation for its work on Plaintiff's case. However, the Court finds Rosenbaum & Rosenbaum, P.C's request for 50% of the attorneys' fees recouped to

be excessive given the record before it, and elects instead to award Rosenbaum & Rosenbaum, P.C. 10% of the net attorneys' fees recouped.<sup>1</sup>

Where there is a dispute between successive lawyers over compensation for the outgoing attorney for services provided to the shared client, “the outgoing attorney may elect, even over the objections of the incoming attorney, either quantum meruit compensation in a fixed dollar amount at the time of discharge, or a contingent percentage fee, determined either at the time of substitution of the conclusion of the case” (*Nabi v Sells*, 70 AD3d 252, 254 [1st Dept 2009] citing *Matter of Cohen v Grainger, Tesoriero & Bell*, 81 NY2d 655, 658 [1993]). Yet, even a contingent percentage fee is to be measured by quantum meruit based on the proportionate share of the work performed on the whole case (*Nabi, supra* citing *Lai Ling Cheng*, 73 NY2d 454, 458-459 [1989]). In determining the amount to be awarded to the outgoing attorney, the Court considers “the nature of the litigation, the difficulty of the case, the time spent, the amount of money involved, the results achieved and amounts customarily charged for similar services in the same locality” (*Nabi, supra* quoting *Schneider, Kleinick, Weitz, Damashek & Shoot v City of New York*, 302 AD2d 183 at 188-189 [1st Dept 2002]).

This was not the most difficult or complex case, which presented a somewhat typical Labor Law scenario where an individual employed on a construction site fell on an interior staircase. Rosenbaum & Rosenbaum, P.C conducted an initial intake, investigated Plaintiff's claim, filed a notice of claim, prepared and defended Plaintiff for a 50-h hearing,<sup>2</sup> drafted a summons and complaint,<sup>3</sup> effectuated service, reviewed Defendants' pleadings and affirmative defenses, and

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<sup>1</sup> The Order to Show Cause requests 50% but on reply, Rosenbaum & & Rosenbaum, P.C revised their request to 40% of the fee (*see* NYSCEF Doc. 243). Jaroslawicz & Jaros PLLC argues Rosenbaum & Rosenbaum, P.C are only entitled to 5% of the net proceeds.

<sup>2</sup> The 50-h hearing transcript reflects testimony was given for only 35 minutes.

<sup>3</sup> The summons and complaint appear to be rather boiler plate.

partook in initial discovery. Approximately a year after litigation commenced, Plaintiff changed his attorneys to current counsel of record, Jaroslawicz & Jaros PLLC (*see* NYSCEF Doc. 23).

Once Jaroslawicz & Jaros PLLC began representing Plaintiff, the pace of litigation increased, with detailed discovery being exchanged amongst multiple parties, a third-party complaint having been filed, and multiple depositions taking place. The note of issue was filed on March 7, 2024 and Jaroslawicz & Jaros PLLC filed a motion to sever the third-party complaint or alternatively to compel third-party discovery to take place rapidly so as not to delay Plaintiff's trial (*see* Mot. Seq. 001). Jaroslawicz & Jaros PLLC had to oppose a motion to vacate the note of issue and oppose a motion to compel Plaintiff to comply with certain discovery obligations (*see* Mot. Seq. 002). Jaroslawicz & Jaros PLLC succeeded on its motion to sever and successfully opposed the motion to vacate the note of issue (*see* NYSCEF Doc. 107). Jaroslawicz & Jaros PLLC then filed a motion for summary judgment on behalf of Plaintiff (*see* Mot. Seq. 003). Jaroslawicz & Jaros PLLC also opposed Defendants South Street Seaport Limited Partnership and the Howard Hughes Corporation's motion for summary judgment (*see* Mot. Seq. 005), Defendant Hunter Roberts Construction Group L.L.C.'s motion for summary judgment (*see* Mot. Seq. 004) and opposed the City of New York's cross motion for summary judgment. Ultimately, the case settled for \$750,000 after mediation attended by Jaroslawicz & Jaros PLLC.

Given the in-depth discovery, extensive motion practice, and successful mediation conducted by Jaroslawicz & Jaros PLLC, compared to the preliminary investigation and pleadings filed by Rosenbaum & Rosenbaum, P.C., the Court finds Rosenbaum & Rosenbaum, P.C. is entitled to a 10% contingency fee on the total amount of attorneys' fees recouped (*see also Salas-Aleman v Lenox Manor Owners, Inc.*, 210 AD3d 564, 565 [1st Dept 2022]; *Davis v T.F.D. Bus*

Co., 73 AD3d 441, 441-442 [1st Dept 2010]). The Court has considered the remainder of the parties' contentions and finds them to be unavailing.

Accordingly, it is hereby,

ORDERED that Rosenbaum & Rosenbaum, P.C. motion to enforce a charging lien on Plaintiff's file and seeking an order entitling it to a contingency fee of 50% of the attorneys' fees recouped in the settlement of this matter is granted in part; and it is further

ORDERED and ADJUDGED that Rosenbaum & Rosenbaum, P.C. motion is granted solely to the extent that it is entitled to 10% of the net attorneys' fees recouped from the \$750,000.00 settlement obtained on behalf of Plaintiff; and it is further

ORDERED that within thirty days of entry, counsel for Plaintiff shall disburse to Rosenbaum & Rosenbaum, P.C. 10% of the net attorneys' fees recouped from the \$750,000.00 settlement; and it is further

ORDERED that within ten days of entry, counsel for Plaintiff shall serve a copy of this Decision and Order, with notice of entry, on all parties via NYSCEF.

This constitutes the Decision and Order of the Court.

1/6/26  
DATE

  
HON. PHAEDRA F. PERRY-BOND, J.S.C.

CHECK ONE:

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