

All of the successful plaintiffs had entered into retainer agreements with Wisniewski & Associates P.C. and/or Leon Greenberg P.C. (Kass Aff., June 17, 2011, ¶ 1 & Ex. A.) Under those agreements, according to defendants, the total amount payable is calculated at \$55,885. (Id. ¶¶ 9-11.) Such a fee represents a reasonable percentage of the recovery obtained for the eight plaintiffs in question (see GBL § 691(1) ("reasonable attorney fees")), and obviously, reflects counsels' expectations.


Reiter v. MTA New York City Transit Authority, 457 F.3d 224, 232-33 (2d Cir. 2006) (see Pl. Reply Mem. at 5), is not to the contrary. There, the Court of Appeals said that the district court, in awarding fees, should have applied "lodestar" rates current in this district rather than "lodestar" rates included in a retainer agreement. Id. Here, the retainer agreement is based on the calculation of percentages of the result.

The Court awards attorneys' fees in the total amount of \$55,885, to be divided pro rata according to their respective attorneys' fee claims (see above) between Robert Wisniewski P.C., Leon Greenberg, Esq., and Constantine Kokkoris, Esq. and costs of \$15,750.41 to Robert Wisniewski P.C., \$579.97 to Leon Greenberg, Esq., and \$5,516.02 to Constantine Kokkoris, Esq.

Plaintiffs may have a supplemental judgment as set forth
in the preceding paragraph.

Dated: September *14*, 2011

SO ORDERED.



Lawrence M. McKenna
U.S.D.J.