

DOCKET NO. CV 20-6037365 : SUPERIOR COURT  
UNITED CLEANING & RESTORATION, LLC : JUDICIAL DISTRICT OF  
MIDDLESEX  
VS. : at MIDDLETOWN  
ANTONIOS KOSKERIDES, ET AL : MAY 29, 2024

Office of the Clerk  
Superior Court  
RECEIVED

MAY 29 2024

Judicial District of Middlesex  
State of Connecticut

**MEMORANDUM OF DECISION**  
**RE: MOTION FOR ATTORNEY'S FEES**

A court trial took place before the court wherein a judgment was entered in favor of the plaintiff in the amount of \$61,350.52, along with pre-judgment and post-judgment interest. The plaintiff also sought attorney's fees, and the court in its memorandum of decision ordered the plaintiff to submit its request for attorney's fees at which time the court would hold a hearing. (Memorandum of Decision dated March 19, 2024, Swienton, J.)<sup>1</sup>

A request for attorney's fees was filed, indicating that as of the date of the filing, the plaintiff incurred attorneys' fees to the Law Offices of Stephen J. Curley, LLC in the amount of \$168,400 and \$48,822.50 in attorneys' fees to Biller, Sachs, Robert & Delaura. In its motion for attorney's fees, the plaintiff reserved the right to supplement the motion with an affidavit of attorney's fees from its previous counsel, which was submitted to the court seeking the amount of \$5,225. Counsel also filed an affidavit regarding attorney's fees and invoices setting forth the breakdown of the work performed.

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<sup>1</sup> On March 27, 2024, the court (Swienton, J.) filed a corrected Memorandum of Decision which did not affect the judgment.

The action was a breach of contract action, and Article II, Paragraph 3 of the underlying agreement between the parties provided for the collection of attorney's fees from the defendants to secure payment of unpaid invoices. The defendants filed three special defenses and counterclaim – claims which were in excess of \$2,000,000. The vast majority of the time spent by counsel was in defense of these claims.

The plaintiff filed a third-party complaint against Starr Surplus Lines, Inc., under its insurance policy for indemnification and/or defense of the counterclaim by the defendants. The defendants argue that the insurance coverage issues are separate and apart from the contract claims by United and the defenses and counterclaims made by the defendants.<sup>2</sup>

The court agrees that the plaintiff is entitled to a recovery for attorney's fees.

The defendants argue that the hourly rate is unreasonable, there is a duplication of work between the Biller law firm and Attorney Curley, and the fee request should be reduced by amounts relating to the third-party complaint filed by the plaintiff against their insurance company.

“[T]he common law rule in Connecticut, also known as the American Rule, is that attorneys' fees and ordinary expenses and burdens of litigation are not allowed to the successful party absent a contractual or statutory exception.” (*Commissioner of Environmental Protection v. Melon*, 286 Conn. 687, 695, 945 A.2d 464 (2008)).

In ascertaining the reasonableness of the attorney's fees, the court is guided by the Rules of Professional Conduct. Rule 1.5(a) of the Rules of Professional Conduct provides: “A lawyer's fee shall be reasonable. The factors to be considered in determining the reasonableness

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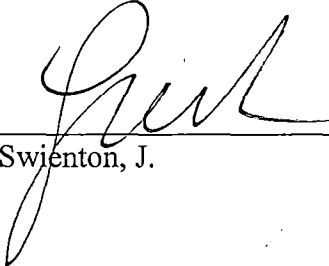
<sup>2</sup> The court (Shah, J.) bifurcated the insurance claims from the underlying litigation. As a result, the plaintiff had the burden of defending the counterclaim and special defenses without an adjudication of whether Starr Surplus Lines, Inc., was obligated to defend and/or indemnify.

of the fee include the following: “(1) The time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly; (2) The likelihood, if made known to the client, that the acceptance of the particular employment will preclude other employment by the lawyer; (3) The fee customarily charged in the locality for similar legal services; (4) The amount involved and the results obtained; (5) The time limitations imposed by the client or by the circumstances; (6) The nature and length of the professional relationship with the client; (7) The experience, reputation, and ability of the lawyer or lawyers performing the services; and (8) Whether the fee is fixed or contingent.” Rules of Professional Conduct 1.5.

It is an “undisputed requirement that the reasonableness of attorney’s fees and costs must be proved by an appropriate evidentiary showing.” (Internal quotation marks omitted.) *Barco Auto Leasing Corp. v. House*, 202 Conn. 106, 121, 520 A.2d 162 (1987). Our Supreme Court has noted that “courts have a general knowledge of what would be reasonable compensation for services which are fairly stated and described. . . and that [c]ourts may rely on their general knowledge of what has occurred at the proceedings before them to supply evidence in support of an award of attorney’s fees.” (Citation omitted; emphasis in original; internal quotation marks omitted.) *Smith v. Snyder*, 267 Conn. 456, 471, 839 A.2d 589 (2004). “Even though a court may employ its own general knowledge in assessing the reasonableness of a claim for attorney’s fees, we also have emphasized that no award for an attorney’s fee may be made when the evidence is insufficient.” (Internal quotation marks omitted.) *Id.*, 472. A party need not, however, present expert testimony regarding attorney’s fees. *Id.*, 473. A trial court properly may rely on a financial affidavit as well as its own general knowledge and involvement with the trial to ascertain a reasonable attorney’s fee. *Id.*, 474.

The court afforded the parties a hearing on this matter, and an opportunity to present any evidence. The court has considered the evidence presented, the arguments of counsel, and the criteria set forth in the Rules of Professional Conduct as well as the court's general knowledge of the file and the proceedings. The court awards attorney's fees as follows:

Law Offices of Stephen J. Curley, LLC:	\$152,969.63
Biller, Sach, Roberts & Delaura:	\$ 44,177.50
Attorney Robert Lewis:	\$ 5,225.00



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Swienton, J.