

**Papageorgiou v Consolidated Edison Co. of N.Y.,
Inc.**

2022 NY Slip Op 33233(U)

September 21, 2022

Supreme Court, New York County

Docket Number: Index No. 115106/2004

Judge: Lucy Billings

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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: PART 41

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CONSTANTINA PAPAGEORGIU, as Special
Limited Guardian of LUIS CASAS,

Plaintiff

Index No. 115106/2004

- against -

DECISION AND ORDER

CONSOLIDATED EDISON COMPANY OF NEW
YORK, INC.,

Defendant
-----x

LUCY BILLINGS, J.S.C.:

Plaintiff moves for court approval of her proposed compromise order memorializing and finalizing the settlement of this long pending action. Nonparty American Home Assurance Co., the Workers' Compensation insurer that has paid Workers' Compensation benefits to Luis Casas, originally opposed plaintiff's motion, but stipulated to the proposed order at the hearing held June 28, 2022. Intervenor Schwartz, Goldstone, Campisi & Kates, LLP (SGCK), also opposes the motion, but pursuant to the order dated May 12, 2022, SGCK maintains no standing in this action for any purpose other than determining attorneys' fees to which SGCK is entitled. NYSCEF Doc. 37. No other attorneys, including Luis Casas's special limited guardian, who like the court reviewed the litigation expenses deducted from the settlement payable to Luis Casas, raise any issue with the

proposed compromise order.

Although the special limited guardian approved all the expenses, the court also reviewed them in camera to scrutinize the order's fairness and reasonableness, see C.P.L.R. §§ 1207, 1208; Jeremiah v. Dowe, 289 A.D.2d 178, 178 (1st Dep't 2001), and held a further hearing September 8, 2022, in accordance with the order dated May 12, 2022, where plaintiff's attorneys justified the expenses incurred throughout this action. The attorneys explained that their expenses arose from medical testing necessary to substantiate the brain injury sustained by Luis Casas, to prepare both for mediation and for trial, which Workers' Compensation did not cover. This testing included diffusion imaging, volumetric analyses, and projections of Luis Casas's future dementia. Plaintiff's attorneys incurred further expenses updating medical evaluations from 2008-2009 in 2016-2018 for hearings on the admissibility of expert evidence and to prepare for trial and for mediations that ultimately proved successful.

The attorneys also retained translation services and experts to re-conceptualize Luis Casas's economic damages based on his experience as an agricultural engineer in Peru, rather than in construction work, in which he engaged for income while attending Cornell University's agricultural engineering program for Latin Americans. This effort entailed retrieving documents from South

America and translating them to reconstruct Luis Casas's history there and tracking down witnesses of his engineering experience and potential from Cornell University.

Integral to this effort was the engagement by plaintiff's attorneys of Case Quest, Inc., a business owned by one of plaintiff's attorneys. It provided non-legal services by a Peruvian biographer, a Latin American playwright, and a videographer with computer, audiovisual, and editing skills to portray Luis Casas's life-changing injuries as persuasively as possible through video summaries of six experts' testimony, assisting plaintiff with the successful mediation. Case Quest also prepared medical evaluations and exhibits. These services are distinguishable from tasks typically performed by a paralegal or junior associate. To the extent that plaintiff's attorneys and their staff might have partially performed these tasks, plaintiff's attorneys point out that they would have charged just as much.

In sum, the medical evaluations and demonstrative evidence of Luis Casas's lost earnings and lost enjoyment fo life compiled through approximately \$180,000 in expenses produced a settlement offer in 2018 increased by almost 40 times the amount of those expenses from the offer received in 2006. Therefore the court

finds that all expenses incurred were in Luis Casas's best interest and approves the accompanying proposed compromise order.

DATED: September 21, 2022

Lucy Billings

LUCY BILLINGS, J.S.C.

LUCY BILLINGS
J.S.C.