

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

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**LEROY FAGBEMI,
Plaintiff,**

v.

94 CV 716 (NG)

**LARRY E. LEBO and CAROLINA
FREIGHT CARRIERS CORP.,
Defendants.**

**MEMORANDUM
AND ORDER**

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**DERRICK EDWARDS,
Plaintiff,**

v.

**CAROLINA FREIGHT CARRIERS
CORP. and LARRY E. LEBO,
Defendants.**

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**CAROLINA FREIGHT CARRIERS
CORP. and LARRY E. LEBO,
Third-Party Defendants,**

v.

**LEROY FAGBEMI and OLUWA OPEYMI,
Third-Party Plaintiffs.**

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GERSHON, United States District Judge:

Leroy Fagbemi, a plaintiff in this action, which was resolved by a settlement reached immediately prior to trial, was represented by successive counsel over the course of the case. These counsel entered into an agreement whereby attorney fees, which amount to a percentage of the recovery achieved by Fagbemi, would be distributed according to an agreement to be reached through negotiation. In the event that counsel could not negotiate an agreement as to the distribution of fees, they agreed to submit the dispute to the court for resolution. Pursuant to the motion of the firm of Sullivan & Liapakis, P.C., I have now been asked to determine the

distribution of fees. Upon the papers submitted on the motion, and after hearing oral argument on June 17, 1998, I have determined that attorney fees should be distributed according to the following percentages:

Sullivan & Liapakis, P.C.....60%
Fuchsberg & Fuchsberg.....30%
V.J. Longi, P.C.....10%.

SO ORDERED.



Nina Gershon
United States District Judge

Dated: June 18, 1998
Brooklyn, New York