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IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA
TRIAL DIVISION - CIVIL

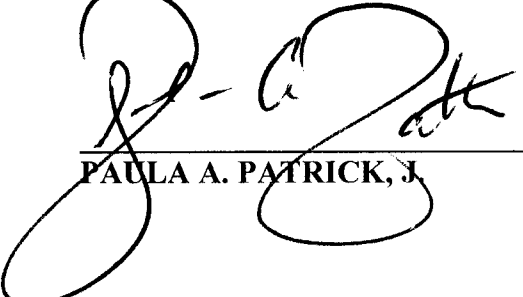
ROBSON & ROBSON P.C.,	:	NOVEMBER TERM, 2021
	:	
Plaintiff,	:	NO. 00869
	:	
v.	:	COMMERCE PROGRAM
	:	
RAJ PATEL and MILLENIUM HOTEL,	:	Control No. 22082492
GROUP, LLC,	:	
Defendants.	:	

ORDER

AND NOW, this 9th day of January, 2023, upon consideration of plaintiff's Motion for Summary Judgment, the responses thereto, and all other matters of record, it is **ORDERED** as follows:

1. Plaintiff's Motion is **GRANTED**; and
2. **JUDGMENT** is **ENTERED** in favor of Robson & Robson P.C. and against Raj Patel and Millennium Hotel Group, LLC in the amount of Eighty Thousand, Two Hundred and Sixteen Dollars and Eighty-Four Cents (\$80,216.84).

BY THE COURT:



PAULA A. PATRICK, J.

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COMMERCE PROGRAM

211100869-Robson



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Plaintiff,	:	NO. 00869
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	:	
RAJ PATEL and MILLENIUM HOTEL,	:	Control No. 22082492
GROUP, LLC,	:	
Defendants.	:	

OPINION

Plaintiff Robson & Robson P.C. (“Robson”) is a law firm that provided legal services to defendants Raj Patel and Millennium Hotel Group LLC (collectively, “Millennium”) pursuant to a signed, written letter agreement dated October 7, 2019 (the “Retainer Agreement”). Robson successfully represented and defended Millennium¹ in litigation entitled *Galeone v. Rodeway Inn Center City*, July Term, 2018, No. 01536 (Phila. C.C.P.) in which Mr. Galeone claimed Millennium violated the Americans with Disabilities Act (the “Underlying Action”).²

In connection with their representation of Millennium in the Underlying Action, and in accord with the terms of the Retainer Agreement, Robson billed Millennium regularly for legal services provided. Millennium paid \$29,764.00 towards such invoiced fees.³ However, Robson claims that Millennium failed to pay additional fees of approximately \$50,000.00, incurred during the period February, 2020 through August, 2022, and that Millennium currently owes

¹ Millennium apparently does business as Roadway Inn Center City or Rodeway Inn Center City. See Appeal Docket Sheet 1143 EDA 2020 (Pa. Super.)

² Robson’s Motion for Summary Judgment, ¶ 6; Millennium’s Answer to Robson’s Motion for Summary Judgment, ¶6.

³ Millennium’s Answer to Robson’s Motion for Summary Judgment, ¶5.

Robson \$80,216.84, which includes fees plus interest.⁴ In response, Millennium claims the fees were “inflated,” “unnecessary,” “inappropriate,” and “ludicrous.”⁵

The relationship between the parties was a commercial transaction governed by the terms of the parties’ contract, the Retainer Agreement, which provided as follows:

In connection with our representation of you, we will bill on a monthly basis for our fees and disbursements.

* * *

Our statements will contain reasonably detailed descriptions of the services rendered and the identity of the attorney rendering the services. We reserve the right to bill our fees in minimum increments of two tenths of an hour. Our fees will also include a charge for all costs and out-of-pocket expenses, such as the actual cost of necessary travel, filing fees or postage.

* * *

The terms for payment for invoices will be 30 days after the date of such invoices. I encourage you to talk with me if you have any comments or questions at all with respect to the statements that we send you so that we can resolve any questions or problems you may have before the statement becomes 30 days old. Interest will be charged at the rate of 1.5% per month on overdue accounts. In addition, in the event we have to resort to legal process to collect an overdue account, we shall also be entitled to collect from you reasonable legal fees, including, but not limited to, those fees resulting from time incurred by our attorneys and paralegals at their standard billing rates (but in no event less than \$5,000) and costs of collection.

* * *

You may terminate our engagement at any time.

* * *

In the event we do not request an additional retainer and the initial retainer is exhausted, we expect you to satisfy our invoices within 30 days of the invoice date.⁶

The Retainer Agreement was executed by Edward S. Robson on behalf of Robson & Robson P.C. and by Raj Patel on behalf of himself and Roadway Inn Center City a/k/a Millennium.

⁴ Robson’s Motion for Summary Judgment, Ex. D, pp. 220-230.

⁵ Millennium’s Answer to Robson’s Motion for Summary Judgment, ¶5.

⁶ *Id.* at Ex. A, pp. 2-3.

Millennium admits that Robson billed Millennium monthly.⁷ The first bill Robson claims went unpaid was for \$3,445.00 and was sent on or about January 5, 2020.⁸ The second was for \$13,822.00 and was sent on or about February 12, 2020, and the third was for \$18,444.95 and was sent on or about March 5, 2020.⁹

The principal of Millennium, Mr. Patel, who is not an attorney himself, admitted in his deposition that he stopped paying those bills in or about February, 2020.¹⁰ He stated that he thought the amounts in the bills were too high, so, in or about March of 2020, he tried to negotiate with Mr. Robson a decrease in the total amount due.¹¹

Mr. Patel also admitted that he did not dispute any particular charge as unnecessary or improper within 30 days of receiving any bill, as required by the parties' Retainer Agreement.¹² In addition, Millennium has not proffered any expert testimony that any of Robson's bills were padded or that the charges were unnecessary or improper, as Mr. Patel now claims.¹³

⁷ Robson's Motion for Summary Judgment, ¶ 20-21; Millennium's Answer to Robson's Motion for Summary Judgment, ¶¶ 20-21.

⁸ Robson's Motion for Summary Judgment, Ex. D, p. 220.

⁹ *Id.* There are many subsequent bills as well, but these three bills form the bulk of the disputed charges and were the first ones that were not paid.

¹⁰ Millennium's Answer to Robson's Motion for Summary Judgment, Ex. B ("Deposition of Raj Patel"), p. 20, lines 15-21; p. 21, lines 1-7; p. 88, lines 18-20.

¹¹ *Id.* at p. 19, lines 4-24. He also testified that, at this point, "COVID hit, and my hotel was shut down." *Id.* at p. 19, lines 22-23.

¹² *Id.* at p. 91, lines 18-19; p. 98, lines 16-19; p. 100, lines 6-8.

¹³ *See id.* at p. 95, lines 11-16; p. 97, lines 2-10; p. 98, lines 12-15.

Specifically, Millennium has offered no expert to support Mr. Patel's vague claim that Robson began preparing for trial too early.¹⁴ The court's docket in the Underlying Action indicates that the following events occurred:

On October 11, 2019, Robson acting on behalf of Millennium filed a Motion to Strike the Default Judgment against Millennium.

On November 4, 2019, Robson acting on behalf of Millennium filed a Motion for Summary Judgment.

On December 17, 2019, the court granted the Motion to Strike the Default Judgment, and the next day Robson filed Millennium's Answer with New Matter to the Amended Complaint.

On December 19, 2019, Robson filed a Reply in support of the Motion for Summary Judgment.

On January 23, 2020, with the Summary Judgment Motion still pending, the trial court held a Pre-Trial Conference at which it scheduled the case for the March, 2020 Trial Pool. This meant that the case could go to trial as early as March 2, 2020. The Pre-Trial Order directed that all Motions in Limine "be filed not later than fifteen days prior to the first day of the trial pool."

On February 13, 2020, Robson acting on behalf of Millennium filed four Motions in Limine in accord with the directions in the Pre-Trial Order.

On February 25, 2020, the court granted Millennium's Motion for Summary Judgment and entered judgment in Millennium's favor.¹⁵

These facts of record in the Underlying Action do not support Millennium's claim that Robson began preparing for trial too early, and Millennium has offered no other evidence to support this alleged defense to its non-payment of Robson's bills.

Millennium and Mr. Patel also claim that the interest rate of 1.5% per month or 18% per year on late payments, which is set forth in the Retainer Agreement, is "usurious",¹⁶ but they offer no facts or law to support that assertion. The single case cited by Roadway is inapposite. In *Eastern Steel Constructors, Inc. v. Int'l Fid. Ins. Co.*, the Superior Court refused to impose a

¹⁴ *Id.* at p. 85, lines 22-24; p. 86, lines 1-7.

¹⁵ See Trial Division – Civil Docket Report in *Galeone v. Rodeway Inn Center City*, July Term, 2018, No. 01536 (Phila. C.C.P.)

¹⁶ Deposition of Raj Patel, p. 73, lines 3-16.

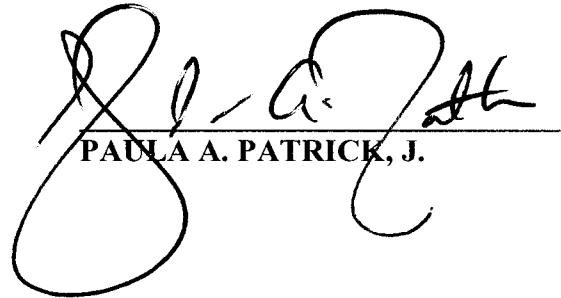
contractual interest rate of 18%, not because it was usurious, but because the party against whom the plaintiff subcontractor sought to inflict that rate, a surety, was not a party to the contract prescribing that rate, which was between the subcontractor and a contractor.¹⁷

Since Millennium and Mr. Patel signed the Retainer Agreement and are parties thereto, they may be held liable, pursuant to its terms, for unpaid fees and costs, plus 1.5% interest per month thereon, plus the fees and costs of collection.

CONCLUSION

For all the foregoing reasons, Robson's Motion for Summary Judgment is granted, and judgment shall be entered in Robson's favor and against Millennium and Mr. Patel.

BY THE COURT:



PAULA A. PATRICK, J.

¹⁷ 282 A.3d 827, 857–58 (Pa. Super. 2022) (“We reject [the Subcontractor’s] claim that it is entitled to contractual interest under Paragraph 23 of the Subcontract to pursue [the surety] for the same reason we concluded [the Subcontractor] is not entitled to attorneys’ fees to enforce [the surety’s] surety obligation under the Subcontract. The payment terms of the Subcontract may determine all sums due [subcontractor] from [contractor] for which [surety], as surety, is jointly and severally liable, but the same cannot be said for interest due [subcontractor] to pursue collection of the arbitration award [against contractor] from [surety] for breach of its surety obligations. Rather, [subcontractor’s] entitlement to prejudgment interest, as determined by the trial court, is as provided for under 41 P.S. § 202, that provides for 6% interest if a rate is not otherwise specified.”)