

IN THE TERRITORIAL COURT OF THE VIRGIN ISLANDS
DIVISION OF ST. CROIX AT CHRISTIANSTED

VERONICA FIGUEROA,	)	
	)	
Plaintiff,	)	CIVIL NO. 1310/1980
	)	
vs.	)	ACTION FOR DAMAGES
	)	
WILFRED A. BENJAMIN, d/b/a	)	
BENJAMIN ENTERPRISES,	)	
	)	
AND	)	
	)	
LESLIE CHENET,	)	
	)	
Defendant.	)	

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(Attorney for Defendant CHENET)

PETERSEN, Judge

MEMORANDUM OPINION
May 10, 1982

This case is before the court for a determination of the cost and reasonable attorney's fees to be awarded to the Plaintiff, VERONICA FIGUEROA. Title 5 Virgin Islands Code, Section 541 defines those items which may be allowed as costs. It further provides that the court in its discretion may award reasonable attorney's fees to the prevailing party.

Plaintiff's attorney has submitted, for the court's consideration, a Bill of Cost itemizing the expenses incurred and amount of time spent on this case. The amount of compensation sought is One Thousand Eight Hundred and Forty

(\$1,840.00) Dollars. This figure was reached by multiplying eighteen point four hours (18.4 hrs.) spent on this case times the hourly rate of One Hundred (\$100.00) Dollars customarily charged by this attorney.

However the hourly rate normally charged is only one factor to be considered in calculating the "lodestar." Lindy Bros. Builders of Philadelphia v. American R. & I. San Corp., 487 F.2d 161 (3rd Cir. 1973). Other factors to be considered in adjusting the "lodestar" are time and labor required; the novelty and difficulty of the issues involved; the amount in controversy; the benefit resulting to the client from the services; and any contingency fee arrangements. Lucerne Investment Company v. Estate Belvedere, Inc., 411 F.2d 1205 (3d Cir. 1969).

The court having considered these additional factors finds that the questions presented by this case are not unusually novel or difficult. Similarly the court has not been made aware of the existence of any contingency fee agreement which it could consider as a guide.

As the Third Circuit explained in Estien v. Christian, 507 F2d. 61,63 (3d. Cir. 1975), "[t]he amount of attorney's fees to be award to the prevailing party is intended to be an indemnification of the prevailing party for a fair and reasonable portion of the attorney's fees incurred in the prosecution or defense of the action, and not for the whole amount charged by the attorney."

It is therefore the considered opinion of this court, taking into account the guidelines set out in Lucerne Investment Company, Supra, that the "lodestar" be downgraded to Six Hundred (\$600.00) Dollars.

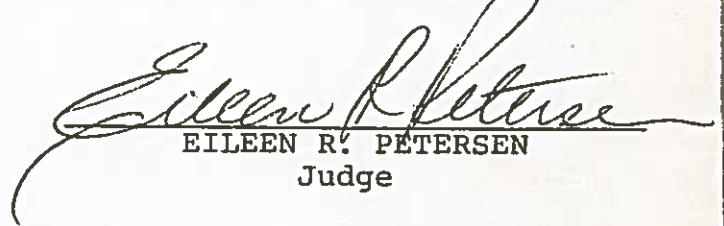
Additionally, Plaintiff seeks to recover costs in the amount of Ninety (\$90.00) Dollars, itemized as the filing of the complaint; filing of the summons; witness fee; and court

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reporting. A total of Fifty-Five (\$55.00) Dollars will be allowed as cost. The amount sought for court reporting will be disallowed as it is unclear to the court exactly what it is that is being taxed as cost. Therefore it is

ORDERED, ADJUDGED AND DECREED that the Plaintiff, VERONICA FIGUEROA, recover from the Defendant WILFRED A. BENJAMIN d/b/a BENAJMIN ENTERPRISES the sum of Six Hundred (\$600.00) Dollars in attorney's fee.

It is further ORDERED that the Plaintiff recover from the Defendant costs in the amount of Fifty-Five (\$55.00) Dollars.


EILEEN R. PETERSEN
Judge