METODO GIURIDICO — IUS ET RATIO
ISSN 3103-7305
Italian Journal of Law & Case Law • International English Edition (Rome, Italy)
DIAMOND OPEN ACCESS • ENGLISH EDITION

SEC. II • CASE NOTE & OBSERVATORY • LEGAL PROFESSION & ETHICS
Vol. 1, Issue 3 (2026) • Art. 7203 • pp. 1–11 • §§ 1–34

Lawyer Fees in Multi-Party Litigation: Determining Case Value on the Highest Claim

Original Italian Title: Compenso dell'avvocato e pluralità di parti: il valore della causa

Paola De Virgiliis [Contributing Scholar]
Public Procurement & Administrative Law Specialist
Author Profile & Bibliography: https://www.metodogiuridico.it/en/authors/paola-de-virgiliis/
Published: November 17, 2026 • Collegial Review & Primary-Source Audit (Sec. II) • Full Text: pp. 1–11 (§§ 1–34)

ABSTRACT
Order No. 28766 of 10 November 2026 by the Italian Supreme Court of Cassation clarifies the sequence of calculations governing lawyer fees in multi-party litigation under Article 103 of the Code of Civil Procedure. When a single counsel represents multiple claimants in permissive joinder, the case value for identifying the applicable fee bracket cannot be calculated by aggregating individual awards; instead, it is anchored exclusively to the single highest claim. Upon that base fee, for legal services concluded after 23 October 2023, the percentage increase under Article 4, paragraph 2, of Ministerial Decree No. 55/2014 becomes mandatory at 30% for each client from the second to the tenth and 10% from the eleventh to the thirtieth. This note analyses the interplay between base-bracket selection, mandatory surcharges, and the discretionary reduction under Article 4, paragraph 4, highlights an arithmetic discrepancy in the Court's merit recalculation, and contrasts party-to-party cost shifting under Article 91 of the Code with client-attorney fee determination under Article 5, paragraph 2.

HOW TO CITE THIS PAPER (OSCOLA 4TH ED. / THE BLUEBOOK 21ST ED.)
OSCOLA: Paola De Virgiliis, 'Lawyer Fees in Multi-Party Litigation: Determining Case Value on the Highest Claim' (English edn, 2026) 1(3) Metodo Giuridico (ISSN 3103-7305) Art 7203, 1–11 <https://www.metodogiuridico.it/2026/11/17/compenso-avvocato-pluralita-parti-domanda-elevata-cassazione-28766-2026/en/> DOI: 10.5281/zenodo.24314271 accessed 17 November 2026.

Bluebook: Paola De Virgiliis, Lawyer Fees in Multi-Party Litigation: Determining Case Value on the Highest Claim, 1 Metodo Giuridico, no. 3, Nov. 17, 2026, art. 7203, at 1 (Eng. ed.), https://www.metodogiuridico.it/2026/11/17/compenso-avvocato-pluralita-parti-domanda-elevata-cassazione-28766-2026/en/ (https://doi.org/10.5281/zenodo.24314271).

Persistent DOI:	**10.5281/zenodo.24314271 (https://doi.org/10.5281/zenodo.24314271) — CERN DataCite / Zenodo**
Canonical URL:	https://www.metodogiuridico.it/2026/11/17/compenso-avvocato-pluralita-parti-domanda-elevata-cassazione-28766-2026/en/
Italian Original:	https://www.metodogiuridico.it/2026/11/17/compenso-avvocato-pluralita-parti-domanda-elevata-cassazione-28766-2026/
AEA JEL Codes:	K38 (Human Rights Law • Gender Law • Animal Rights Law); K41 (Litigation Process); K40 (Legal Procedure, the Legal System, and Illegal Behavior: General)
EU EuroVoc:	MT 1226 organisation of the legal system • lawyer [5141]; legal profession [2351]
Key Case Law ECLI:	**ECLI:IT:CASS:2026:28766CIV • ECLI:IT:CASS:2024:10367CIV • ECLI:IT:CASS:2026:28667CIV**

DIAMOND OPEN ACCESS • CC BY-NC-ND 4.0 INTERNATIONAL • ZERO APC
© 2026 Paola De Virgiliis. Authors retain copyright and publishing rights without restrictions. Distributed under Creative Commons Attribution-NonCommercial-NoDerivatives 4.0 International (CC BY-NC-ND 4.0). Immediate zero-embargo self-archiving of this Version of Record (VoR) in institutional repositories (SSRN, OpenAIRE, Zenodo, University CRIS) is expressly permitted.

SCAN PERMALINK

Metodo Giuridico
Ius et Ratio • ISSN 3103-7305

ITALIAN JOURNAL OF LAW & CASE LAW • ISSN 3103-7305
CASE NOTE • ADMINISTRATIVE LAW & LEGAL PROFESSION REGULATION • 10 NOVEMBER 2026

Lawyer Fees in Multi-Party Litigation: Determining Case Value on the Highest Claim

Italian Supreme Court of Cassation, Civil Division, Order no. 28766 of 10 November 2026: fee bracket on the highest claim, mandatory increase under Article 4(2) of Ministerial Decree no. 55/2014, and boundaries with the client-attorney relationship

PV Paola De Virgiliis Administrative Law & Legal Profession Regulation 10 November 2026

Reading time 13 min

Current Legal Framework as of 17 November 2026: By Order no. 28766 of 10 November 2026, the Italian Supreme Court of Cassation, Civil Division, consolidates the calculation sequence for litigation costs in permissive joinder following the entry into force of Ministerial Decree no. 147/2022, distinguishing between bracket selection on the highest claim and mandatory percentage increases under Article 4, paragraph 2, of Ministerial Decree no. 55/2014.

ABSTRACT

Lawyer Fees in Multi-Party Litigation: Determining Case Value on the Highest Claim — Order no. 28766 of 10 November 2026 by the Italian Supreme Court of Cassation, Civil Division, defines the sequence of operations governing **lawyer fees in multi-party litigation**. In active **permissive joinder** under Article 103 of the Code of Civil Procedure, the case value for identifying the applicable fee bracket cannot be computed by summing the indemnities awarded to individual creditors; instead, it corresponds exclusively to the **single claim of highest value**. Upon that base parameter, for professional services concluded after 23 October 2023, the percentage increase under Article 4, paragraph 2, of Ministerial Decree no. 55/2014 becomes mandatory at 30% up to the tenth client and 10% from the eleventh to the thirtieth. This note examines the operational sequence linking **fee bracket, increases, and reductions**, highlights an arithmetic discrepancy in the Court's merit recalculation alongside the absence of an autonomous scrutiny under Article 4, paragraph 4, and delineates the boundary with the client-attorney fee regime under Article 5, paragraph 2, of Ministerial Decree no. 55/2014.

Key Takeaways

- **Prohibition of subjective aggregation on the fee bracket:** In permissive joinder under Article 103 of the Code of Civil Procedure, each claim retains autonomy for cost-shifting purposes and the case value corresponds to the single highest claim or award, excluding aggregation under Article 10, paragraph 2, of the Code.
- **Mandatory fee increase after 23 October 2023:** For legal services concluded after Ministerial Decree no. 147/2022 took effect, the 30% surcharge up to ten represented parties and 10% up to thirty applies by operation of law even where claims coincide.
- **Arithmetic and exegetical discrepancies:** The merit recalculation at €6,121.50 displays a €2.10 variance against the exact product on the €1,458 base (€6,123.60) and omits an autonomous assessment of the reduction under Article 4, paragraph 4, of Ministerial Decree no. 55/2014.
- **Separation from the client-attorney relationship:** Whereas party-to-party reimbursement (*victo victori*) strictly tracks procedural valuation rules under Article 5, paragraph 1, internal client billing turns on the effective value of the dispute and the substantive interest under Article 5, paragraphs 2 and 3.

CASE DOSSIER

JURISDICTION
Italy (Civil Law)

SUBJECT AREA
Administrative Law & Legal Profession Regulation

LEADING DECISION
Italian Supreme Court of Cassation, Civil Division, Order no. 28766 of 10 November 2026 — In permissive joinder the case value tr

Legal Principle / Editorial Headnote

In permissive joinder, the case value for calculating the fees of counsel representing multiple parties is determined by reference to the single highest claim, applying to the base fee thus identified the mandatory increase under Article 4, paragraph 2, of Ministerial Decree no. 55/2014.

COMPARATIVE & EUROPEAN LEGAL FRAMING

Institutional & EU Nexus: Within the Italian *Civil Law* framework, party-to-party cost shifting (*soccombenza*) operates under Articles 91 and 92 of the Code of Civil Procedure and statutory fee brackets under Ministerial Decree no. 55/2014, as amended by Ministerial Decree no. 147/2022. Because the underlying dispute concerns statutory compensation for unreasonable trial duration under Law no. 89/2001 against the Ministry of Justice, the Italian Supreme Court of Cassation exercises its nomophylactic function to align public-redress litigation with predictable tariff parameters. **Comparative Common Law Lens:** Unlike UK or US fee-shifting regimes anchored to hourly time-recording, judicial proportionality assessment, or statutory lodestar multipliers, Italian law decouples claim-value brackets (*scaglioni*) from multi-party coordination surcharges, barring cumulative aggregation in permissive joinder (*litisconsorzio facoltativo*) while compensating plural mandates through fixed percentage steps.

01. INTRODUCTION: ITALIAN SUPREME COURT OF CASSATION ORDER NO. 28766/2026

The coordinated reading of Articles 4 and 5 of Ministerial Decree no. 55 of 10 March 2014 returns for examination before the **Italian Supreme Court of Cassation, Civil Division, Order no. 28766 of 10 November 2026**[1]. The ruling addresses **lawyer fees in multi-party litigation** in civil proceedings. The governing rule requires reconciling two operations pointing in opposite directions. On the one hand, subjective joinder must not inflate the applicable value bracket. On the other hand, the tariff system grants a percentage increase for representing multiple procedural positions.

In proceedings brought under Article 103 of the Code of Civil Procedure, each claim preserves its **substantive and procedural autonomy**. This structural separation governs litigation costs under Article 91 of the Code of Civil Procedure and Article 92 of the Code. Arbitrary multiplications of **case value** to the detriment of the losing party are excluded. Yet the tariff adjustment for the greater defensive workload remains payable.

This analysis reconstructs step by step the criteria set by the Supreme Court for **calculating the single fee**. The sequence moves from selecting the bracket to applying the mandatory regime introduced after 23 October 2023. Examining the numerical calculations and the interplay with fee reductions will then test the **coherence of the outcome**, drawing the boundary with the fees owed by the client to counsel.

02. PROCEDURAL BACKGROUND, CASE VALUE, AND SUBJECTIVE AGGREGATION IN JOINDER

2.1 — The Pinto proceedings between six-month time-bar, withdrawal, and applied fee bracket

The procedural sequence reviewed by the Italian Supreme Court of Cassation, Civil Division[1] originates from a joint action by sixteen creditors admitted to bankruptcy liabilities. Under Law no. 89 of 24 March 2001, the claimants sought **equitable compensation for unreasonable duration** of the insolvency proceedings. The initial petition had been declared inadmissible as allegedly filed outside the six-month statutory time-bar.

Upon opposition, the Court of Appeal of Trento partly upheld the claim by Decree no. 39/2024 of 27 May 2024. Although the bankruptcy closure decree was dated 29 November 2022, it had only been filed with the court registry on 30 November 2022. It became final for lack of challenge on 12 December 2022. The opposition petition filed on 12 June 2023 was therefore timely. On the merits, applying the rate of **€400 per year**, the court awarded **€1,600** to six creditor companies (four years) and **€1,200** to the remaining opponents (three years).

As to the costs of the opposition, the Ministry of Justice was ordered to pay €2,906. The appellate court applied the minimum fees of the **bracket between €5,200.01 and €26,000**. That base sum was reduced by 30% for the simplicity of the matter and increased by 30% for electronic-filing drafting techniques. No **increase for multiple parties** was applied.

The creditors filed an appeal to the Supreme Court under Article 360, paragraph 1, no. 3, of the Code of Civil Procedure, alleging breach of Articles 91 and 92 of the Code, Article 2233 of the Civil Code, and Ministerial Decree no. 55/2014. As their primary claim, they sought €12,495.80 based on the sum of all indemnities. In the alternative, they indicated the lesser sum of **€6,121.50**. Before the chamber hearing, Immobiliare Stadio S.a.s., formerly Immobiliare TV19 S.r.l., filed a **withdrawal from the appeal**, leaving fifteen non-withdrawing appellants.

2.2 — Why joined claims do not aggregate under Article 103 of the Code of Civil Procedure

To determine the base parameter, the Order relies on the systematic principles laid down in **Italian Supreme Court of Cassation, Civil Division, Order no. 10367 of 17 April 2024**[2]. Two rules govern *victo victori* cost reimbursement. Case value is determined under the procedural code pursuant to Article 5, paragraph 1, of Ministerial Decree no. 55/2014. Furthermore, Article 92, paragraph 1, first sentence, of the Code of Civil Procedure excludes recovery of **superfluous costs**. Consequently, Article 10, paragraph 2, of the Code does not apply to **permissive subjective joinder**, whether initial or subsequent, under Article 103.

In active permissive joinder, claims brought by several plaintiffs against the same defendant remain **distinct and autonomous**. Article 103 of the Code of Civil Procedure contains no cross-reference to the claim aggregation prescribed by Article 10, paragraph 2. Case law accordingly separates two sets of situations. Aggregation applies only to multiple claims by a single plaintiff against a single defendant under Articles 10 and 104, and to a main claim paired with a counterclaim. Conversely, only the **single highest claim** governs in active or passive permissive joinder, third-party warranty claims, and alternative claims.

Applying that rule, the Supreme Court corrects both the appellate calculation and the appellants' primary submission. The sum of the sixteen indemnities awarded by the Trento decree is irrelevant. The fee bracket must instead be anchored to the highest individual indemnity, amounting to €1,600. The proper benchmark thus shifts downward to the bracket between **€1,100.01 and €5,200**. That step disposes of the larger primary demand of €12,495.80.

2.3 — Mirror symmetry when a single counsel faces multiple opposing parties

The single-fee principle operates symmetrically on the opposite side as well, as examined in **Italian Supreme Court of Cassation, Civil Division, Order no. 28667 of 9 November 2026**[3]. In an adverse-possession dispute over industrial land, the appellate court had upheld the appeal and remitted the parties to first instance. Yet the judgment had ordered each of the fourteen losing parties to reimburse the **entire professional fee**. While confirming the bracket between €520,001 and €1,000,000 under Article 15, last paragraph, of the Code of Civil Procedure based on expert valuations exceeding €4,000,000 and an uncontested value declaration, the Court struck down the **multiplication of cost orders**.

Where counsel represents a single client against several adversaries, Article 4, paragraphs 2 and 4, of Ministerial Decree no. 55/2014 mandates a **unitary fee**. It corresponds to a **joint and several payment obligation** borne by the losing parties, rather than a series of cumulative full payments. The defensive workload against multiple opponents warrants only increases or reductions on the base parameter according to the issues litigated. Symmetry between plural plaintiffs and plural opponents thus rules out any automatic duplication of fees.

03. LAWYER FEES IN MULTI-PARTY LITIGATION UNDER ARTICLE 4 OF MINISTERIAL DECREE NO. 55/2014

3.1 — Same procedural position and mandatory effect after 23 October 2023

Article 4, paragraph 2, of Ministerial Decree no. 55/2014 presupposes representation of multiple parties holding the **same procedural position**. The Italian Supreme Court of Cassation, Civil Division, Order no. 10367/2024[2] clarifies that concept through a systematic argument drawn from paragraph 4. Paragraph 4 expressly addresses parties in the same formal position whose defence involves no distinct issues. Accordingly, procedural position does not equate to identity of relief sought (*petitum*) and cause of action (*causa petendi*). Rather, it denotes the **shared formal capacity** of plaintiff, defendant, intervener, or impleaded third party. On that premise, **Italian Supreme Court of Cassation, Civil**

Division, Order no. 24592 of 5 September 2025[4] denied two separate fees for two clients acting together as appellants.

The evolution of Italian fee tariffs since 1965 explains the shift toward a **unitary fee**. Under Ministerial Decree of 2 April 1965 and up to 1990, the clause referring to a 30% reduced fee payable by clients still permitted separate fees for each assisted party. Ministerial Decree no. 585 of 5 October 1994 deleted that subjective wording and replaced the disjunctive between fact and law with a conjunctive requirement. Under Ministerial Decree no. 55/2014, fee reduction applies solely where there are no *specific and distinct questions of fact and law*. That situation corresponds to **improper joinder** (*connessione impropria*) under Article 103, paragraph 1, final clause, of the Code of Civil Procedure.

The intertemporal regime governing **lawyer fees in multi-party litigation** likewise falls into three distinct phases. Under the original 2014 text and Ministerial Decree no. 37 of 8 March 2018 (effective 27 April 2018), the surcharge applied *as a rule* (*di regola*). Case law excluded unfettered judicial discretion. Omitting the increase required an **express statement of reasons** explaining the departure. That strictness parallels the reasoning duties imposed in matters of cost set-off and loser-pays liability[D1].

Concerning the intermediate regime applicable after Ministerial Decree no. 37/2018 and prior to the subsequent amendment, **Italian Supreme Court of Cassation, Civil Division, Order no. 3181/2025**[5] draws a strict boundary. The discretion embedded in the phrase *as a rule* concerned solely whether to grant the surcharge (*an*), never its rate (*quantum*). Once the increase was awarded, the trial court could not lower it from 30% to the 20% rate of the 2014 text. The predetermined statutory percentage allows no intermediate discretionary reductions.

The decisive turn stems from Articles 2, paragraph 1, letter b), 6, and 7 of Ministerial Decree no. 147 of 13 August 2022. For legal services concluded after **23 October 2023**, the increase under Article 4, paragraph 2, of Ministerial Decree no. 55/2014 becomes **mandatory by law**. Since the decree of the Court of Appeal of Trento was filed on 27 May 2024, the Italian Supreme Court of Cassation, Civil Division, in Order no. 28766/2026[1] held the omission of the surcharge unlawful.

Intertemporal Timeline of the Increase under Article 4(2) of Ministerial Decree no. 55/2014

Until 26 April 2018, increases of 20% and 5% applied as a rule. From 27 April 2018 to 23 October 2023 (Ministerial Decree no. 37/2018), the 30% and 10% rates applied as a rule, subject to reasoned denial. From 24 October 2023 onward (Ministerial Decree no. 147/2022), the increase is mandatory.

Decision / Authority	Stance	Core Holding
Italian Supreme Court of Cassation, Civil Division, Order no. 28766 of 10 November 2026	Allowed on the Merits	In Pinto permissive joinder the fee bracket follows the highest claim (€1,600); for services concluded after 23/10/2023 a mandatory 320% surcharge applies across 15 parties.
Italian Supreme Court of Cassation, Civil Division, Order no. 28667 of 9 November 2026	Consistent	Counsel representing one party against multiple opponents accrues a single fee (with joint and several liability of losing parties); full fee duplication is barred.
Italian Supreme Court of Cassation, Civil Division, Order no. 10367 of 17 April 2024	Systematic	Excludes aggregation under Article 10(2) CPC in permissive joinder; coordinates paragraphs 2 and 4 of Article 4 MD 55/2014 between distinct claims and improper joinder.
Italian Supreme Court of Cassation, Civil Division, Order no. 24592 of 5 September 2025	Dismissed / Restrictive	In client billing under Article 5(2), effective value governs; denies dual fees for the same formal position and upholds reasoned denial before 23/10/2023.
Italian Supreme Court of Cassation, Civil Division, Order no. 3181 of 8 February 2025	Evolving	A settlement sum does not automatically set effective value under Article 5(2); under the post-MD 37/2018 regime, discretion covers the *an* and never the 30% *quantum*.

3.2 — The 30% and 10% surcharge mechanism and its relationship with paragraph 4

The arithmetic progression under Article 4, paragraph 2, of Ministerial Decree no. 55/2014 operates by **party tiers** up to thirty clients. From the second to the tenth party, a **30% increase per client** applies, totaling 270% for the first ten. From the eleventh to the thirtieth party, the rate drops to **10% for each additional client**. In Order no. 28766/2026, fifteen appellants remained after one withdrawal. The five parties beyond the tenth added a further 50%, bringing the total surcharge to **320%**.

This surcharge applies even where the clients' claims are wholly identical. The Court points to the **incompressible organizational burdens** of a plural mandate. Counsel must collect multiple powers of attorney and provide individualized client disclosures. Counsel must also manage separate client records and transmit individual communications. That administrative workload justifies the percentage increase regardless of any variation in written pleadings.

> The single-fee model in permissive joinder separates bracket selection from the organizational burden of multiple mandates: the former remains anchored to the highest individual claim, whereas the latter is compensated through the tiered percentage progression under Article 4.

Whether the issues are identical or distinct governs instead the **calculation base** under paragraphs 2 and 4 of Article 4. Where the defence requires examining specific and distinct issues of fact and law, calculation starts from the full single-party fee. Where, by contrast, **improper joinder** (*connessione impropria*) under Article 103, paragraph 1, final clause, of the Code of Civil Procedure occurs, the sequence shifts. Faced with claims identical in fact and law, the base fee undergoes a **reduction of up to 30%** under paragraph 4 before the surcharge is applied.

This two-step sequence rules out automatic set-offs between the two percentages. Order no. 28766/2026 clarifies that the 30% reduction for identical claims does not cancel out the 30% increase per party for the first ten clients. The two operations take place at distinct logical stages. They start from different base figures and follow independent calculation criteria.

04. CRITICAL SCRUTINY: ARITHMETIC DISCREPANCIES, ARTICLE 4(4) REDUCTION, AND COMPETING REGIMES

A numerical audit of the merit decision under Article 384 of the Code of Civil Procedure in Italian Supreme Court of Cassation, Civil Division, Order no. 28766/2026[1] brings out a noticeable **arithmetic discrepancy**. For the €1,100.01 to €5,200 bracket, the Court computes minimum tariffs with +30% for electronic drafting and -30% for simplicity. The resulting base stands at **€1,458** (€268 study phase, €268 introductory phase, €496 evidentiary/hearing phase, €426 decision phase). Applying the +320% surcharge for fifteen parties (multiplier 4.2), the exact product equals **€6,123.60**. Yet the Court awards €6,121.50, adopting the alternative calculation on page 8 of the appeal brief with a €2.10 shortfall. By contrast, for Supreme Court costs, €743 multiplied by 4.2 yields exactly €3,120.60; additionally, applying +30% and -30% sequentially shrinks the initial figure to 91%.

A second critical issue concerns the lack of an autonomous examination of the reduction under Article 4, paragraph 4, of Ministerial Decree no. 55/2014. The Order cites the rule in Italian Supreme Court of Cassation, Civil Division, Order no. 10367/2024[2] on the prior 30% cut where claims are identical. Still, the €1,458 base incorporates only the simplicity reduction already granted by the appellate judge. In the Pinto action, the positions of the fifteen creditors in the same bankruptcy varied only by three or four years of delay (€1,200 versus €1,600). It therefore remains open whether simplicity absorbs paragraph 4 or demands a separate finding on **identity of issues**.

Systematically, the rules on **lawyer fees in multi-party litigation** separate two heterogeneous regimes. In *victo victori* cost shifting under Articles 91 and 92 of the Code of Civil Procedure, Article 5, paragraph 1, of Ministerial Decree no. 55/2014 ties the fee bracket to procedural valuation rules. Both the Order under review and its counterpart Italian Supreme Court of Cassation, Civil Division, Order no. 28667/2026[3] confirm that strict link. In the distinct client-attorney relationship, by contrast, Article 5, paragraphs 2 and 3, of Ministerial Decree no. 55/2014 govern. That provision allows reliance on the **effective value of the dispute** whenever it manifestly diverges from the presumed statutory value.

Two recent decisions illustrate the practical reach of this distinction within the internal mandate. By Order no. 24592/2025[4], the Italian Supreme Court of Cassation, Civil Division, upheld the indeterminable-value bracket up to €520,000, awarding €8,385.13 jointly and severally. The original damages claims totalled €4,708,442.80 and €1,815,991.74, yet an assessment of the defensive work performed justified scaling down the bracket. Conversely, Italian Supreme Court of Cassation, Civil Division, Order no. 3181/2025[5] reversed the bankruptcy court in a settled action. Faced with a quantified claim exceeding €6,000,000, effective value cannot automatically be equated with the €457,867.42 settlement sum collected; it requires assessing the initial substantive interest.

The corrective clause in Article 5, paragraph 2, of Ministerial Decree no. 55/2014 thus stands in sharp contrast with fair compensation in engineering services[D2]. In public procurement, professional fee protection operates *ex ante* through rules barring discounts below statutory minima. In legal mandates, by contrast, rebalancing occurs *ex post* via judicial adequacy review under Article 2233 of the Civil Code. This dual-track architecture preserves objectivity toward the losing party alongside proportionality toward the client.

Regulatory Dimension	*Victo Victori* Regime (Art. 5(1))	Client-Attorney Mandate (Art. 5(2)–(3))
Statutory basis	Articles 91 and 92 CPC; Article 5(1), Ministerial Decree no. 55/2014 (procedural code criteria).	Article 2233 Civil Code; Article 5(2) and (3), Ministerial Decree no. 55/2014.
Case value determination	Highest individual claim or award in permissive joinder under Article 103 CPC.	Initial claim value, subject to departure where effective value manifestly diverges.
Effect of settlement	Governed by party agreement or discontinuance under Article 306 ff. CPC.	Settled sum not binding per se; assessment of substantive interest is required.
Multi-party representation	Increased single fee (+30% / +10%); joint and several liability of losing parties.	Increased single fee under Article 4(2); separate fees for same position barred.

05. OPERATIONAL CRITERIA, DISTINGUISHING, AND LITIGATION STRATEGY IN FEE ASSESSMENT

5.1 — How should the single fee and surcharges be calculated and proved in multi-party litigation?

To compute the single fee in multi-party cases, counsel must identify the bracket based on the **single highest claim** and verify any paragraph 4 reduction. Upon the base fee thus established, the percentage surcharges of **30% up to the tenth client** and **10% up to the thirtieth** are then applied.

As to the **burden of proof**, a party seeking full base fees without reduction under Article 4, paragraph 4, of Ministerial Decree no. 55/2014 must plead the diversity of positions from the trial-level filings onward. Counsel must document autonomous titles, distinct accrual dates, or specific factual issues pertaining to each litigant. Failing such evidence, the dispute falls under improper joinder. Establishing completion of services after **23 October 2023** is equally decisive. Only that date renders the percentage surcharge non-discretionary.

On appeal, counsel must also update the count of remaining parties after withdrawals under Article 390 of the Code of Civil Procedure, as occurred in Italian Supreme Court of Cassation, Civil Division, Order no. 28766/2026[1]. Extreme precision is required when drafting **alternative fee requests**. The correspondence rule between claim and ruling under

Article 112 of the Code, reiterated by Italian Supreme Court of Cassation, Civil Division, Order no. 3181/2025[5], bars awards exceeding the scope of the appeal. An understatement in an alternative calculation can therefore bind the operative ruling. Conversely, an opposing party must raise a **timely objection** to the value declared by the claimant already before the lower courts.

Sequential Check of Brackets and Multipliers in Multi-Party Litigation

A fee schedule in joinder proceedings requires four preliminary checks. Counsel must verify the amount of the highest claim, the service completion date relative to 23 October 2023, the presence of distinct issues under paragraph 4, and the actual headcount of remaining parties net of withdrawals.

5.2 — Scope boundaries and distinct scenarios excluded from the highest-claim criterion

For **distinguishing** purposes, the highest-claim rule does not govern situations outside subjective joinder. As clarified by Italian Supreme Court of Cassation, Civil Division, Order no. 10367/2024[2], claims **do aggregate** under Articles 10, paragraph 2, and 104 of the Code of Civil Procedure when brought by one plaintiff against one defendant. The same aggregation applies between a main claim and a **counterclaim**. By contrast, a main claim does not aggregate with a third-party warranty claim, nor do alternative claims sum together.

Further limits arise from procedural capacities and the intertemporal framework. Where the same lawyer represents parties holding **heterogeneous procedural positions**, such as a plaintiff and an impleaded third party, separate fees are due absent a conflict of interest. For services concluded before 23 October 2023, the court may deny the surcharge with adequate reasoning. Order no. 24592/2025[4] confirms this for an impleaded third party without an independent appellate defence. Finally, **interlocutory precautionary sub-proceedings** remain separately assessable under Table 10 of Ministerial Decree no. 55/2014.

06. CONCLUSIONS

Italian Supreme Court of Cassation, Civil Division, Order no. 28766/2026[1] consolidates a strict sequence in assessing **lawyer fees in multi-party litigation**. In permissive joinder under Article 103 of the Code of Civil Procedure, the fee bracket stays anchored to the single highest claim. Upon that base then operates the surcharge under Article 4, paragraph 2, of Ministerial Decree no. 55/2014, mandatory after 23 October 2023.

Within the framework initiated by Italian Supreme Court of Cassation, Civil Division, Order no. 10367/2024[2], three verification needs nonetheless emerge. The arithmetic link between base fee and multiplier must be checked to prevent shortfalls triggered by alternative requests. Clarity is also needed on the interaction between simplicity reductions and the paragraph 4 cut. Lastly, the separation between objective procedural valuation and the **effective value of the dispute** vis-à-vis the client remains intact.

Reliable fee assessments therefore depend on precision when structuring trial-level pleadings. Qualifying each party's formal capacity and documenting distinct issues avoids automatic reductions. Checking alternative calculations ultimately secures a **proportionate fee** in full compliance with Article 92 of the Code of Civil Procedure.

References & Authorities Cited

Statutory Provisions

- Ministerial Decree no. 55 of 10 March 2014, Articles 4 and 5 — parameters for determining fees for the legal profession, as amended by Ministerial Decree no. 37 of 8 March 2018 and Ministerial Decree no. 147 of 13 August 2022
- Code of Civil Procedure, Articles 10, 15, 91, 92, 103, 104, 112, 360, 384, and 390 — determination of case value, permissive joinder, and allocation of litigation costs
- Civil Code, Article 2233 — criteria for determining remuneration in intellectual professions
- Law no. 89 of 24 March 2001 — provision of equitable compensation for breach of the reasonable-duration requirement of judicial proceedings

Case Law Cited

1. **Italian Supreme Court of Cassation, Civil Division, Order no. 28766 of 10 November 2026** — In permissive joinder the case value tracks the highest claim and, for legal services concluded after 23 October 2023, the surcharge under Article 4, paragraph 2, of Ministerial Decree no. 55/2014 is mandatory. Outcome: upheld, quashed and decided on the merits. Para.: Reasons for the Decision (Sole Ground).
2. **Italian Supreme Court of Cassation, Civil Division, Order no. 10367 of 17 April 2024** — Systematises the exclusion of claim aggregation under Article 10, paragraph 2, of the Code of Civil Procedure in permissive joinder and coordinates paragraphs 2 and 4 of Article 4 of Ministerial Decree no. 55/2014 between distinct claims and improper joinder. Outcome: dismissed in part and upheld in part, quashed and decided on the merits. Para.: Reasons for the Decision, paras. 4.3–4.12 and 5–6.
3. **Italian Supreme Court of Cassation, Civil Division, Order no. 28667 of 9 November 2026** — Counsel representing a single party against multiple opponents earns a unitary fee accompanied by a joint and several obligation on the losing parties, barring full fee multiplication for each losing opponent. Outcome: dismissed in part and upheld in part, quashed and remanded. Para.: Reasons for the Decision, paras. 1–2.
4. **Italian Supreme Court of Cassation, Civil Division, Order no. 24592 of 5 September 2025** — In the client-attorney relationship under Article 5, paragraph 2, of Ministerial Decree no. 55/2014, the effective value of the dispute relative to defensive work governs; confirms the unitary increased fee and the validity of a reasoned denial prior to 23 October 2023. Outcome: dismissed. Para.: Considered that, I, paras. 1–3.

5. **Italian Supreme Court of Cassation, Civil Division, Order no. 3181 of 8 February 2025** — The sum collected in settlement does not automatically fix effective value under Article 5, paragraph 2, of Ministerial Decree no. 55/2014; under the post-Ministerial Decree no. 37/2018 regime, discretion under Article 4, paragraph 2, covers only whether to grant the increase and not lowering the rate to 20%. Outcome: upheld, quashed and remanded. Para.: Reasons for the Decision, paras. 1–4.

Legal Scholarship Cited

D1. Metodo Giuridico, *Compensazione spese nel processo tributario e soccombenza* [Cost Set-off in Tax Litigation and Loser-Pays Liability]. Examines the loser-pays principle under Article 92 of the Code of Civil Procedure and the duty to provide analytical reasons for departures from ordinary cost allocation.

D2. Metodo Giuridico, *Equo compenso nei servizi di ingegneria e clausole di gara* [Fair Compensation in Engineering Services and Tender Clauses]. Analyses the operation of mandatory minimum fee scales in public procurement between Law no. 49/2023 and the Public Contracts Code, contrasted with the flexibility of legal fee parameters under Article 5, paragraph 2, of Ministerial Decree no. 55/2014.

PV

Paola De Virgiliis

AUTHOR • METODO GIURIDICO

Focuses on public procurement and public contracts. For Metodo Giuridico she curates the analysis of public procurement legislation and related administrative case law.