

**NOT DESIGNATED FOR PUBLICATION**

**STATE OF LOUISIANA**

**COURT OF APPEAL**

**FIRST CIRCUIT**

**2009 CA 0939**

**IN RE: THE MINORS, DONNISHIA LE'JAH WILLIAMS AND  
RONNISHIA TATYANA THOMAS**

**Judgment Rendered: MAR 26 2010**

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On Appeal from the Nineteenth Judicial District Court  
In and for the Parish of East Baton Rouge  
State of Louisiana  
Docket No. 87,609

Honorable William Morvant, Judge Presiding

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Rachael Johnson  
Stuart, Florida and  
Mark Miller, Florida  
and  
David Stephen Forrester  
Baton Rouge, Louisiana

Counsel for Plaintiffs/Appellees  
Shirley Sanders Williams, Tutrix  
of Donnishia Le'Ijah Williams and  
Ronnishia Tatyana Thomas

Clarence T. Nalls, Jr.  
Baton Rouge, Louisiana  
Defendant /Appellant  
In Proper Person

Defendant/Appellant  
In Proper Person

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**BEFORE: DOWNING, GAIDRY, AND McCLENDON, JJ.**

*Downing, J. concurs.*

**McCLENDON, J.**

This appeal arises from an attorney fee dispute following the settlement of wrongful death and personal injury claims on behalf of two minor children, Ronnishia Tatyana Thomas and Donnishia Le'Ijah Williams, after the death of their mother and brother as a result of a fire in their home on August 1, 2005, in Baton Rouge.

On February 4, 2008, the children's grandmother, Shirley Sanders Williams, tutrix of the minor children, filed a petition for authority to settle the children's claims. Judgment was signed, on August 6, 2008, authorizing settlement of the minors' claims in the amounts of \$450,000 for Ronnishia and \$400,000 for Donnishia. The judgment included the following paragraph:

3. Counsel for petitioners are to split attorney's fees according to their own agreements with the modification that Clarence T. Nalls, Jr. shall receive fifteen percent (15%) of all attorney's fees for his services rendered.

Thereafter, Ms. Williams filed a motion to amend the judgment, or in the alternative, a motion for a new trial, asserting that the judgment was contrary to the law and evidence and was made in error in awarding 15% of all attorney fees to Mr. Nalls. In support of her motion, Ms. Williams presented a letter, dated March 22, 2006, showing that the 40% contingency attorney fee in this matter was to be split 60% to the Florida law firm (the Gary law firm), representing the interests of the minor children, and 40% to the Louisiana law firm, representing the interests of the children's father. The letter further stated that the Gary law firm would be responsible for all attorney fees to be paid to Mr. Nalls. Ms. Williams also introduced a copy of a letter, dated May 4, 2006, from the Gary law firm explaining to Mr. Nalls that he was to receive 5% of the Florida firm's attorney fees. The 5% fee was further reflected in the closing statement prepared by the Gary law firm in December 2007 upon settlement of the matter, which was signed by Ms. Williams and all counsel, including Mr. Nalls. Lastly, Ms. Williams presented copies of two letters from the Gary law firm in July 2008, rejecting Mr. Nalls's request to increase his attorney fees to 15%. In opposition,

Mr. Nalls presented evidence showing the extent of his involvement in the matter, but introduced no evidence to explain the increase of the attorney fee amount in the judgment beyond the 5% reflected in the closing statement signed by him.

At the conclusion of the hearing, the trial court stated that there was nothing in the record that indicated that Mr. Nalls was entitled to anything more than a 5% attorney fee. The court granted the motion for a new trial and ordered that the previous judgment be amended to delete the 15% attorney fee provision. Judgment to that effect was signed on October 28, 2008. Mr. Nalls requested reconsideration of the judgment, which was denied, and he appealed.

The standard of review of a judgment on a motion for new trial, whether on peremptory or discretionary grounds, is that of abuse of discretion. LSA-C.C.P. arts. 1972, 1973; **In re Succession of Theriot**, 08-1233, p. 9 (La.App. 1 Cir. 12/23/08), 4 So.3d 878, 884. Following our thorough review of the record, we cannot say that the trial court abused its discretion in finding that the law and evidence did not support the August 6, 2008 judgment, insofar as it pertained to Mr. Nalls's attorney fees. Accordingly, we affirm the trial court's October 28, 2008 judgment, deleting that portion of the earlier judgment, in accordance with Uniform Rules-Courts of Appeal, Rule 2-16.B. All costs of this appeal are assessed to Clarence T. Nalls, Jr.

**AFFIRMED.**