

NOT DESIGNATED FOR PUBLICATION

BARBARA HOOVER * **NO. 2001-CA-0133**
VERSUS * **COURT OF APPEAL**
DR. ROY BOUCVALT AND * **FOURTH CIRCUIT**
CNA INSURANCE COMPANY * **STATE OF LOUISIANA**

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APPEAL FROM
CIVIL DISTRICT COURT, ORLEANS PARISH
NO. 93-19827, DIVISION "I-7"
Honorable Terri F. Love, Judge

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Chief Judge William H. Byrnes III

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(Court composed of Chief Judge William H. Byrnes, III, Judge Steven R. Plotkin, Judge Miriam G. Waltzer)

Barbara Hoover
2449 Burgundy Street
New Orleans, LA 70116
IN PROPER PERSON, PLAINTIFF/APPELLANT

Harry E. Forst
639 Loyola Avenue
Suite 1820
New Orleans, LA 70113
COUNSEL FOR DEFENDANT/APPELLEE

AFFIRMED

Plaintiff-appellant, Barbara Hoover, appeals a judgment of August 11, 2000, awarding twenty-nine thousand two hundred dollars (\$29,200.00) in attorneys fees to Harry E. Forst and Patricia Miskewicz for legal services performed on plaintiff's behalf, as well three thousand seven hundred sixty-six dollars (\$3,766.74) as reimbursement for costs. We affirm.

In July of 1993, plaintiff-appellant, Barbara Hoover, entered into a 40% contingency attorney fee contract with the Clyde Ramirez firm to represent her. The Ramirez firm and Patricia Miskewicz worked on the file for over three years before withdrawing in the summer of 1996.

In October of 1996, Ms. Hoover entered into a 40% contingency fee contract with Harry E. Frost. In December of 1997 Mr. Frost withdrew from representation.

Settlement monies from *Hoover v. Boucvalt*, 99-0867 (La.App. 4 Cir. 11/24/99), 747 So.2d 1227, *writ denied* 99-3610 (La. 2/18/00), 744 So.2d 969, were deposited into the registry of the court. After the judgment in *Boucvalt* became final, the matter was set to determine attorney's fees and costs.

Subsequently, the Clyde Ramirez firm, Patricia Miskewicz and the

appellee, Harry E. Frost filed petitions for intervention to recover attorney's fees and costs. A hearing was held on June 23, 2000 at which the attorneys entered copies of their contracts into the record. Ms. Hoover was afforded the opportunity to present evidence. The attorneys stipulated that they had reached agreement as to how to allocate divide the 40% fee among themselves.

The court took the case under advisement and rendered judgment on August 11, 2000.

Ms. Hoover's attacks on the judgment below fall basically into three categories: First, she complains about the validity of the settlement agreement resulting in the funds deposited into the registry of the trial court. The validity of this settlement has already been decided against Ms. Hoover by this Court in *Boucvalt, supra*. Therefore, the complaints about the settlement raised by the plaintiff in her *pro se* brief will not be considered by this Court.

Secondly, Ms. Hoover levels a long list of accusations against a number of different individuals amounting to bad faith and ill practices. There is no support in the record for any of these accusations.

Finally, Ms. Hoover attacks the amount of attorney's fees awarded and the lack of proof in support thereof.

In reviewing the trial court's findings of fact in contingency fee contract disputes, this Court uses the manifest error/clearly wrong standard. *Gordon v. Ledet*, 94-279 (La.App. 5 Cir. 9/27/94), 643 So.2d 371. Where attorney's fees are provided for by contract, the trial court is vested with great discretion, the exercise of which will not be interfered with except in the case of clear abuse. *Lea v. Jarrot*, 99-1397 (La.App. 4 Cir. 12/15/99), 750 So.2d 1098. The trial judge is in the best position to know the extent and value of services provided by an attorney to a litigant before her court. *DeVillier v. DeVillier*, 602 So.2d 1093 (La.App. 1 Cir.1992). Therefore, the trial court does not have to hear evidence concerning time spent or hourly rates charged in order to make an award since the record will reflect much of the services rendered; however, the attorney may present additional evidence though not required to do so. *Id.*; *In the matter of Andras*, 410 So.2d 328 (La.App. 4 Cir.1982).

The trial judge had the record and the contracts for legal services before her. Ms. Hoover offered no credible evidence to counter the claims of the attorneys. Applying the foregoing standards and guidelines to the trial court judgment we find no manifest error and no abuse of discretion.

For the foregoing reasons, the judgment of the trial court is affirmed.

AFFIRMED