

DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA
FOURTH DISTRICT

SHARON YONTEF, Individually and as Personal Representative of the
Estate of Sanford Copelow, and as Trustee of the Sanford Copelow
Revocable Inter Vivos Trust Under Agreement Dated October 23, 1995,
as Amended and Restated on October 11, 2011,
Appellant,

v.

JASON COPELOW,
Appellee.

No. 4D19-2401

[May 27, 2020]

Appeal from the Circuit Court for the Fifteenth Judicial Circuit, Palm
Beach County; Charles E. Burton, Judge; L.T. Case No.
502014CP005960XXXSB.

Seth B. Burack of Fox Rothschild LLP, West Palm Beach, for appellant.

Scott A Cole of Cole, Scott & Kissane, P.A., Miami, for appellee.

LEVENSON, JEFFREY R., Associate Judge.

Appellant Sharon Yontef appeals the trial court's order directing her to pay Appellee Jason Copelow \$30,124.89 in connection with breaches of the parties' Distribution Agreement. We affirm the trial court's order in all respects without comment, but reverse the trial court's award of \$6,000.00 in attorney's fees to Appellee.

The client's affidavit was the only submission in support of the attorney's fee claim. An award of attorney's fees is improper where it is not supported by the testimony of the attorney who performed the services. *See Rodriguez v. Campbell*, 720 So. 2d 266, 267 (Fla. 4th DCA 1998). Because the record does not contain this essential evidentiary support, we reverse and remand to the circuit court to conduct an additional hearing on this issue.

Affirmed in part, Reversed in part, and Remanded.

CIKLIN and KLINGENSMITH, JJ., concur.

* * *

Not final until disposition of timely filed motion for rehearing.