

DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA
FOURTH DISTRICT
July Term 2009

**SCOTT LEWIS, CAROL LEWIS, and
SCOTT LEWIS GARDENING & TRIMMING, INC.,**
Appellants,

v.

NICAL OF PALM BEACH, INC., and AMY HABIE,
Appellees.

No. 4D07-3721

[July 22, 2009]

FARMER, J.

In this long running breach of contract dispute with frequent appearances in our court,¹ we are asked to add the time value of paralegal work to an award of attorney's fees and to require prejudgment interest on several fee awards in different contempt proceedings. We are loathe to add to the ocean of words generated by this protracted dispute, so will simply state our results with but a brief comment.

The attorneys for the Scott Lewis side claim the value of paralegal labor in preparing for hearings and related proceedings. The paralegals in question are not regular employees or staff of their able counsel but instead none other than Scott Lewis and Carol Lewis themselves. The

¹ See *Nical of Palm Beach Inc. v. Lewis*, 815 So.2d 647, 652 (Fla. 4th DCA 2002) (upholding contempt but remanding to reconsider fine, holding that Lewis failed to prove actual loss and court failed to include purge), *review denied*, 828 So.2d 388 (Fla. 2002); *Lewis v. Nical of Palm Beach Inc.*, 959 So.2d 745 (Fla. 4th DCA 2007) (holding that civil contempt sanction may be coercive, sanction suspended on condition of future compliance with court orders is proper; court may reconsider entire penalty); *Nical of Palm Beach Inc. v. Lewis*, 981 So.2d 502 (Fla. 4th DCA 2008) (affirming amended civil contempt sanction; reversing attorney's fees and cost judgment). As yet unreported are *Lewis v. Nical of Palm Beach Inc.*, No. 4D08-1104 (denying petition for writ of prohibition); *Scott Lewis Gardening & Trimming, Inc. v. Nical of Palm Beach Inc.*, No. 4D07-2057 (denying petition for writ of prohibition); and pending cases: *Special Prosecutor v. Nical of Palm Beach Inc.*, No. 4D08-568; *Lewis v. Nical of Palm Beach Inc.*, No. 4D07-3720; and *Lewis v. Nical of Palm Beach Inc.*, Nos. 4D08-419 & 4D08-671.

trial court denied this request.

We affirm that decision. The inherent possibility for mischief in deeming the client a paralegal of the representing attorney is apparent enough to cast a dense shadow over even the mere theoretical prospect of the argument they make. In this instance we note the utter absence of any showing that the labor of the client was required by the lawyer or had the effect of reducing the fee claimed by the lawyer.

We reverse the trial court's denial of prejudgment interest on the attorney's fees awarded.² On remand, the court shall calculate the amount of prejudgment interest due from the date of each discrete decision of entitlement to fees for a contempt proceeding.³

POLEN and STEVENSON, JJ., concur.

* * *

Appeal from the Circuit Court for the Fifteenth Judicial Circuit, Palm Beach County; David F. Crow and David E. French, Judges; L.T. Case No. CL 96-008601 AD.

Scott Lewis and Carol Lewis, West Palm Beach, pro se.

Bard D. Rockenbach of Burlington & Rockenbach, P.A., West Palm Beach, and Jack Scarola of Searcy Denney Scarola Barnhart & Shipley P.A., West Palm Beach, for appellant Scott Lewis Gardening & Trimming.

Elliot B. Kula, Alan T. Dimond, Elliot H. Scherker and Daniel M. Samson of Greenberg Traurig, P.A., Miami, and Mark F. Bideau of Greenberg Traurig, P.A., West Palm Beach, for appellees.

Not final until disposition of timely filed motion for rehearing.

² See *Argonaut Ins. Co. v. May Plumbing Co.*, 474 So.2d 212 (Fla. 1985) (prejudgment interest runs from date entitlement is determined).

³ The agreement of the parties provided: "This entitlement [to attorney's fees] shall be determined separate for each arbitration contempt proceeding, appellate proceeding or other legal proceeding."