STATE OF MICHIGAN

COURT OF APPEALS

KATHLEEN ALDRICH and CHRISTOPHER ALDRICH,

Plaintiffs,

v

HENRY FORD HOSPITAL, also known as COTTAGE HOSPITAL,

Defendant,

and

FIEGER, FIEGER, & SCHWARTZ,

Appellant,

and

LAKIN, WORSHAM, & VICTOR, PC,

Appellee.

UNPUBLISHED
December 26, 2000

No. 213252
Wayne Circuit Court
LC No. 95-512432-NH

Before: Cavanagh, P.J., and Saad and Meter, JJ.

PER CURIAM.

The law firm of Feger, Fieger, & Schwartz (FF&S) appeals by leave granted from an order awarding the law firm of Lakin, Worsham, & Victor (LW&V) $28,351 in attorney fees and $500 in costs. FF&S also appeals the amount of the appeal bond set by the trial court. We affirm.

Howard J. Victor, from LW&V, represented plaintiffs in a medical malpractice action. Before trial, plaintiffs discharged Victor[1] and retained Geoffrey Fieger, from FF&S, to represent

[1] There was no indication that the discharge arose from any "disciplinable misconduct . . . or conduct contrary to public policy" on the part of Victor. See *Reynolds v Polen*, 222 Mich App 20, 27; 564 NW2d 467 (1997).

them. Fieger subsequently settled the case for $180,000, of which $56,703 was designated as attorney fees after the deduction of costs pursuant to a contingent fee agreement. The trial court divided the attorney fees equally between LW&V and FF&S, awarding approximately $28,351 to each.

FF&S contends that the trial court erred in awarding half of the attorney fees to LW&V. This Court reviews an award of attorney fees for an abuse of discretion. *Cleary v The Turning Point*, 203 Mich App 208, 211; 512 NW2d 9 (1993). We find no abuse of discretion here.

"[A] successor attorney . . . will be compelled to recognize that his share of the client's recovery may be determined to a significant degree by the valuable work put into the case by the attorney's predecessor." *Reynolds v Polen*, 222 Mich App 20, 23, n 3; 564 NW2d 467 (1997). Moreover, "'[a]n attorney on a contingent fee arrangement . . . who rightfully withdraws[] is entitled to compensation for the reasonable value of his services based upon quantum meruit, and not the contingent fee contract. '" *Id.* at 24, quoting *Ambrose v Detroit Edison Co*, 65 Mich App 484, 491; 237 NW2d 520 (1975). Recovery is "based on quantum meruit rather than the amount provided for in a contingent fee agreement because a client has an absolute right to discharge an attorney and is therefore not liable under the contract for exercising that right." *Id.* at 25.

In awarding fees, a court should consider the "nature of the services rendered by the attorney before discharge and award attorney fees on a quantum meruit basis." *Id.* at 27. "[Q]uantum meruit is generally determined by simply multiplying the number of hours worked by a reasonable hourly fee." *Id.* at 28. The court should also consider the following factors:

> (1) the professional standing and experience of the attorney; (2) the skill, time and labor involved; (3) the amount in question and the results achieved; (4) the difficulty of the case; (5) the expenses incurred; and (6) the nature and length of the professional relationship with the client. [*Morris v Detroit*, 189 Mich App 271, 279; 472 NW2d 43 (1991); see also *Reynolds, supra* at 28-30.]

The court may also consider that the attorney originally agreed to render services on a contingency basis and therefore incurred a certain degree of risk. *Morris, supra* at 279. However, the court need not make specific findings on each factor that it considered. *Michigan Nat'l Bank v Metro Institutional Food Serv, Inc*, 198 Mich App 236, 241; 497 NW2d 225 (1993). In addition, this Court recognizes that the trial court is "in the best position to assess an attorney's contribution to a case because trial courts are aware of the strengths and weaknesses of cases before them, the time and effort expended by the attorneys, and changes in the parties' leverage resulting from changes in counsel." *Reynolds, supra* at 30.

FF&S contends that Fieger's professional standing and experience influenced the amount of the ultimate settlement and the swift resolution of the case. However, Victor spent approximately 176 hours working on plaintiffs' case, conducting discovery, mediating the case, and preparing the case for trial. The trial court concluded that but for Victor's work on plaintiffs' case, Fieger would have been unable to obtain the settlement. We find this reasoning persuasive.

Indeed, FF&S did not provide any examples of additional work that was done by FF&S aside from Fieger simply informing defendant that he now represented plaintiffs. In contrast, Victor worked on the case for over three years. Accordingly, the division of attorney fees was

reasonable, given the number of hours Victor invested in the case, the work he accomplished, the leverage he gained, the risk he undertook, and the fact that his hourly fee was $250. The trial court did not abuse its discretion.

FF&S additionally argues that the trial court erred in awarding $500 sanctions to LW&V and in setting an unusually high appeal bond. We decline to reach these issues because appellant failed to cite any authority in support of them. "A party may not leave it to this Court to search for authority to support its position." *McPeak v McPeak (On Remand)*, 233 Mich App 483, 496; 593 NW2d 180 (1999).[2]

Affirmed.

/s/ Mark J. Cavanagh
/s/ Henry William Saad
/s/ Patrick M. Meter

[2] Moreover, we note that the trial court's reasoning for awarding the $500 in sanctions is unclear from the record. Contrary to FF&S's argument, it appears that the trial court did not award sanctions because of FF&S's objection to a proposed order but rather for FF&S's failure to inform LW&V that FF&S would not be able to attend a scheduled court hearing. We further note that the issue regarding the appeal bond was rendered moot when FF&S posted the amount set by the trial court.