

Opinion issued August 27, 2020



In The  
**Court of Appeals**  
For The  
**First District of Texas**

---

NO. 01-19-00210-CV

---

**DANIEL PAREDES, Appellant**

**V.**

**JLW DEVELOPMENT, INC. AND HOCKLEY  
PROPERTIES, LLC, Appellees**

---

---

**On Appeal from the 125th District Court  
Harris County, Texas  
Trial Court Case No. 2012-22021**

---

---

**MEMORANDUM OPINION**

Appellant, Daniel Paredes, challenges the trial court’s judgment entered after a bench trial, in favor of both Paredes and appellees, JLW Development, Inc. and Hockley Properties, LLC (collectively “Hockley”), in their suit against each other

for breach of a settlement agreement. In his sole issue, Paredes contends that the trial court erred in awarding Hockley attorney's fees.

We affirm.

### **Background**

In his original petition, Paredes alleged that on August 31, 2011, Hockley and Skates Ventures, LLC ("Skates"), a broker, induced him into buying a different lot in a real estate subdivision, than the one he intended to buy. Paredes paid \$30,000 for the wrong lot. He brought claims against Hockley and Skates for fraud, negligent misrepresentation, breach of contract, violations of the Texas Deceptive Trade Practices Act, negligence, and negligent hiring, supervision, and/or management arising from his purchase of the wrong lot.

On November 18, 2014, Paredes, Hockley, and Skates entered into a mediated settlement agreement. The settlement agreement states that Hockley and Skates agree to pay Paredes \$36,250 and to "revers[e]" the sale of the lot.<sup>1</sup> Paredes and Skates also entered into "a separate settlement agreement further memorializing the terms of the agreement reached at mediation on November 18, 2014." The Confidential Settlement Agreement and Mutual General Release between Paredes and Skates states: "In exchange for [Paredes's] non-suit of [Skates] from th[e] lawsuit with prejudice, [Skates] . . . agree[s] to pay the settlement sum of \$30,625

---

<sup>1</sup> The trial court admitted into evidence at trial a copy of the settlement agreement.

[to Paredes].”<sup>2</sup> Skates paid Paredes \$30,625 as required by the Confidential Settlement Agreement and Mutual General Release.

On March 13, 2015, Paredes filed a partial non-suit, stating that he was “taking a non-suit, with prejudice, of his claims . . . against . . . Skates.” On March 24, 2015, the trial court granted Paredes’s non-suit of its claims against Skates. Paredes’s suit against Hockley remained pending.

In his sixth amended petition, Paredes alleged that on November 18, 2014, he, Hockley, and Skates entered into a settlement agreement to “reverse” the sale of the lot and for Hockley and Skates to pay Paredes a sum of money. Skates complied with its portion of the agreement, but Hockley failed to comply with its portion. Specifically, under the settlement agreement, Hockley was to pay Paredes \$5,625 for the costs associated with reversing the sale of the lot and for any outstanding taxes on the lot, and in exchange, Paredes was to dismiss its claims against Hockley and convey the lot back to Hockley. According to Paredes, Hockley would not accept a quitclaim deed from him to convey the lot. Paredes brought claims against Hockley for breach of the settlement agreement and sought a declaratory judgment that he could satisfy his obligation under the settlement agreement and “reverse” the sale of the lot by providing Hockley a quitclaim deed, rather than a generally

---

<sup>2</sup> The trial court admitted into evidence at trial a copy of the Confidential Settlement Agreement and Mutual General Release.

warranty deed. Paredes sought attorney's fees under Texas Civil Practice and Remedies Code Chapters 37 and 38. Sometime before trial, Paredes filed a quitclaim deed on the lot.<sup>3</sup>

Hockley answered, generally denying the allegations in Paredes's petition and asserting certain defenses. Hockley also brought a counterclaim against Paredes for breach of the settlement agreement. Hockley alleged that the settlement agreement between it and Paredes required Paredes to convey the lot back to Hockley by general warranty deed, but Paredes refused. Paredes's refusal created a cloud on title and caused Hockley to "lose a sale." Hockley sought attorney's fees under Texas Civil Practice and Remedies Code Chapter 38.

At trial, the parties stipulated to their attorney's fees—\$30,000 for Paredes and \$35,000 for Hockley. At the close of trial, the trial court pronounced that it would

render judgment in favor of ultimately granting relief on behalf of both parties. I find that there is a judgment in favor of [Paredes] for \$5,625 and zero cents. I also find in favor of [Hockley] in that the judgment of the [c]ourt is that the title is vested as to that lot, in the . . . proper name of [Hockley].

After orally pronouncing its judgment, the trial court addressed the parties' attorney's fees:

Now the question becomes attorney's fees. That's really kind of the big issue here. I have, both sides have asked me for up and to \$30,000

---

<sup>3</sup> The trial court admitted into evidence at trial a copy of the quitclaim deed.

attorney's fees, 35,000 on behalf of [Hockley]. Question for the [c]ourt is in light of the fact that both parties have received a judgment in their favor, is the [c]ourt then to award attorney's fees to both parties. I think that might be appropriate and the difference is \$5,000 which the [c]ourt will award to [Hockley].

The trial court's written final judgment awarded \$5,625 plus \$30,000 in attorney's fees to Parades, declared that Hockley shall recover the lot from Paredes, stated that the judgment "shall serve as muniment of title to transfer ownership of the [lot]," and awarded \$35,000 in attorney's fees to Hockley.

### **Attorney's Fee Award**

In his sole issue, Paredes argues that the trial court erred in awarding attorney's fees to Hockley because Hockley did not prevail in its claim for breach of the settlement agreement claim and Hockley did not plead any other statutory basis for an attorney's fee award.

Whether a party is entitled to seek an award of attorney's fees is a question of law we review de novo. *WWW.URBAN.INC. v. Drummond*, 508 S.W.3d 657, 665 n.3 (Tex. App.—Houston [1st Dist.] 2016, no pet.); see *Peterson Grp., Inc. v. PLTQ Lotus Grp., L.P.*, 417 S.W.3d 46, 60 (Tex. App.—Houston [1st Dist.] 2013, pet. denied).

We first consider whether Hockley is entitled to attorney's fees on the basis it pleaded—Texas Civil Practice and Remedies Code Chapter 38—which permits recovery of attorney's fees "in addition to the amount of a valid claim and costs, if

the claim is for . . . an oral or written contract.” TEX. CIV. PRAC. & REM. CODE ANN. § 38.001. The Texas Supreme Court has held that “[t]o recover attorney’s fees under [s]ection 38.001, a party must (1) prevail on a cause of action for which attorney’s fees are recoverable, and (2) recover damages.” *Green Int’l, Inc. v. Solis*, 951 S.W.2d 384, 390 (Tex. 1997). Because the trial court’s judgment here awards Hockley no damages, section 38.001 cannot support the attorney’s fee award in favor of Hockley.

We next look to whether Paredes’s claim under the Texas Uniform Declaratory Judgments Act (the “DJA”) supports the award of fees to Hockley. The DJA provides: “In any proceeding under this chapter, the court may award costs and reasonable and necessary attorney’s fees as are equitable and just.” TEX. CIV. PRAC. & REM. CODE § 37.009. The DJA authorizes courts to award equitable and just fees in any proceeding permitting an award of attorney’s fees for either prosecuting or defending against a DJA claim. *Yowell v. Granite Operating Co.*, 63 Tex. Sup. Ct. J. 1070, 2020 WL 2502141, at \*14 (Tex. May 15, 2020). The trial court may, but need not, consider whether a party prevailed in determining whether an attorney’s fee award is equitable and just. *See Moosavideen v. Garrett*, 300 S.W.3d 791, 802 (Tex. App.—Houston [1st Dist.] 2008, pet. denied). It may award attorney’s fees under the DJA even if it does not consider or render judgment on the merits of the declaratory-judgment claim. *Yowell*, 2020 WL 2502141, at \*14.

Here, Paredes sought a declaration from the trial court that he could satisfy his obligation under the settlement agreement and “reverse” the sale of the lot by providing Hockley a quitclaim deed, rather than a general warranty deed. The trial court declared that its final judgment would “serve as muniment of title to transfer ownership of the [lot]” to Hockley. This declaration implicitly rejected Paredes’s assertion that a quitclaim deed was sufficient to satisfy the terms of the settlement agreement.<sup>4</sup>

Paredes does not assert that the trial court’s fee award was not equitable and just. We therefore hold that the trial court did not err in awarding Hockley attorney’s fees.

We overrule Paredes’s sole issue.

---

<sup>4</sup> A quitclaim deed is not a warranty of title; it is only a release and assignment of the grantor’s claims to the property because it contains no representation of title in the grantor. *See Curtis v. Baker*, No. 14-17-00859-CV, 2018 WL 6684263, at \*5 (Tex. App.—Houston [14th Dist.] Dec.20, 2018, no pet.) (mem. op.); *Jackson v. Wildflower Prod. Co.*, 505 S.W.3d 80, 89 (Tex. App.—Amarillo 2016, pet. denied).

## **Conclusion**

We affirm the judgment of the trial court.

Julie Countiss  
Justice

Panel consists of Chief Justice Radack and Justices Lloyd and Countiss.