

Affirmed and Memorandum Opinion filed June 21, 2011.



In The

**Fourteenth Court of Appeals**

---

NO. 14-10-01011-CV

---

**HUFCO-BEAUMONT, LLC, HUFCO-CONROE, LLC, AND STACEY SUPPLY CORPORATION, Appellants**

**V.**

**BRUCE JOHNSON, Appellee**

---

---

**On Appeal from the County Civil Court at Law No. 3  
Harris County, Texas  
Trial Court Cause No. 958290**

---

---

**MEMORANDUM OPINION**

Appellants Hufco-Beaumont, LLC, Hufco-Conroe, LLC, and Stacey Supply Corporation (collectively, "Hufco") bring this restricted appeal to challenge the default judgment entered against them on their former attorney's breach-of-contract claim. There being no error apparent on the face of the record, we affirm.

**I. FACTUAL AND PROCEDURAL BACKGROUND**

According to the pleadings in this case, Hufco retained attorney Bruce Johnson to represent it in an employment dispute. Hufco paid Johnson's first bill for legal services in

March 2009, and although Johnson formally presented claims for payment, Hufco failed to pay anything further.

Johnson sued for breach of contract and asserted alternative claims for quantum meruit and promissory estoppel. Hufco failed to answer the suit, and Johnson moved for default judgment. He supported the motion with copies of correspondence documenting his payment demands, and with affidavit testimony establishing the amount and reasonableness of his unpaid invoices and attorneys' fees. On August 12, 2010, the trial court rendered judgment in Johnson's favor, awarding him \$35,672.73 for the unpaid invoices and \$4,235.00 in attorneys' fees, together with interest, costs, and a conditional award of further attorneys' fees in the event that Hufco challenged the judgment in the trial court or on appeal. On October 6, 2010, Hufco filed this restricted appeal.

## II. ANALYSIS

To prevail on a restricted appeal, an appellant must establish that (1) it filed a notice of the restricted appeal within six months after the judgment was signed, (2) it was a party to the underlying lawsuit, (3) it did not participate in the hearing that resulted in the judgment complained of and did not timely file any postjudgment motions or requests for findings of fact and conclusions of law, and (4) error is apparent on the face of the record. TEX. R. APP. P. 30; *Alexander v. Lynda's Boutique*, 134 S.W.3d 845, 848 (Tex. 2004). Here, only the fourth element is at issue.

In the sole issue presented, Hufco contends that the evidence is legally and factually insufficient to support the judgment because the record contains no evidence of an agreement, promise, or contract between Johnson and Hufco. But in a no-answer default judgment, the defendant's failure to answer the suit acts as an admission of all facts properly pled in the petition except for the amount of unliquidated damages. *See Dolgencorp of Tex., Inc. v. Lerma*, 288 S.W.3d 922, 930 (Tex. 2009) (per curiam).

Because Hufco does not challenge the amount of the damages awarded, we will reverse the judgment only if Johnson failed to plead facts supporting liability.

Johnson alleged that he was asked to provide legal services to Hufco; that Hufco retained him to represent it in an employment dispute; that he did provide the requested legal services to Hufco; that he timely and properly billed Hufco; that Hufco initially paid the invoices, but later refused to make further payments; that he presented his claim pursuant to Texas Civil Practice and Remedies Code section 38.001 et seq; and that all conditions precedent to the suit had occurred or had been performed. By failing to answer the suit, Hufco admitted the truth of each of these allegations. Because these admissions establish the existence and breach of an express oral agreement, the face of the record does not show that the trial court erred in holding Hufco liable for the unpaid legal bills.

In an attempt to avoid the effect of the admissions, Hufco points to language in Johnson's petition that he "provided legal services to defendants at the express request of Wade Wiesepape." According to Hufco, Johnson's use of this language is an admission that he had a contract only with Wiesepape, and not with Hufco. This argument ignores the reality that "corporations must act through human agents." *In re Vesta Ins. Group, Inc.*, 192 S.W.3d 759, 762 (Tex. 2006) (per curiam). For a corporation to enter an oral agreement, it must speak with a human voice. Here, it was alleged and admitted that the voice belonged to Wiesepape, but the contractual obligation belonged to the corporation.

There being no error apparent on the face of the record, we affirm the trial court's judgment.

/s      Tracy Christopher  
            Justice

Panel consists of Justices Anderson, Brown, and Christopher.