

**TEXAS COURT OF APPEALS, THIRD DISTRICT, AT AUSTIN**

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**NO. 03-16-00686-CV**

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**George Green, Appellant**

**v.**

**Nina Willis, Appellee**

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**FROM THE COUNTY COURT OF LLANO COUNTY  
NO. 02737, HONORABLE MARY S. CUNNINGHAM, JUDGE PRESIDING**

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**MEMORANDUM OPINION**

This is an appeal from the county court of Llano County in a suit to recover attorney's fees. Appellant is George Green and appellee is attorney Nina Willis, appearing pro se in this Court. We will reverse the judgment of the county court.

Green contracted with Willis to represent him in an underlying lawsuit pending in the Llano County Court, *Innovative Sodablasters, L.L.C. v. Green*. In time, the parties in that case compromised their differences and entered into a Mediated Settlement Agreement in which Sodablasters agreed to pay Green \$4,600 in monthly installments of \$200. A short time later, Sodablasters' principal was killed in an accident and Sodablasters' other member repudiated the settlement agreement. Willis, representing Green, sought to enforce the settlement agreement by way of a "Motion to Enter Final Judgment." She also filed other pleadings, equitable in nature, seeking to preserve Sodablasters' assets until a final hearing could be conducted.

The court denied Green's motion for entry of judgment and the requested equitable relief. However, on January 8, 2015, the court rendered judgment for Green, incorporating the Mediated Settlement Agreement into the judgment and ordering Sodablasters to pay Green \$400 in attorney's fees. About this time, misunderstandings arose between Green and Willis.

Green refused to pay Willis's December 2014–January 2015 statement in the sum of \$1,968.75, and has paid nothing since.

In the Spring of 2015, Willis filed suit against Green in a justice of the peace court in Llano County, claiming breach of contract resulting in damages. After hearing, the justice court rendered judgment unfavorable to Green; he then perfected an appeal to the county court of Llano County.

In county court, Willis cast her cause as a breach-of-contract case, as she had in justice court. After a bench trial, the court rendered judgment for Willis for \$1,968.75 with interest. The court filed findings of fact and conclusions of law. Conclusion number five states that the “amount of attorney's fees of \$1,968.75 are [sic] reasonable and necessary fees for the work performed by Plaintiff.”

In his pivotal issue, Green asserts that there is no or insufficient evidence to support the court's conclusion number five that the attorney's fee of \$1,968.75 is reasonable and necessary. We agree.

The reasonableness of attorney's fees must be supported by competent evidence. *Woollett v. Matyastik*, 23 S.W.3d 48, 52 (Tex. App.—Austin 2000, pet. denied). The issue of reasonableness and necessity of attorney's fees requires expert testimony. *Id.* at 52. A court does

not have authority to adjudicate the reasonableness of attorney's fees on judicial knowledge without the benefit of evidence. *Id.* at 53. When no evidence or insufficient evidence supports an award, the court abuses its discretion in making the award. *Id.* at 52.

Willis maintains that her contract with Green, her demand letter, her billing statements and her testimony were "adequate to prove up attorney's fees as reasonable and necessary." She emphasizes that the billing statements detailed the date, time, and tasks completed as well as expenses incurred in her representation of Green. A reading of the transcribed audio-recorded testimony, however, shows that the demand letter and the billing statements were neither offered nor admitted into evidence.

Willis also testified about and relied upon her contract with Green, claiming that it supported the court's award of attorney's fees. But an attorney's fee contract, standing alone, is no evidence of the reasonableness of a fee. *Morgan v. Morgan*, 657 S.W.2d 484, 492 (Tex. App.—Houston [1st Dist.] 1983, writ dism'd); *Leal v. Leal*, 628 S.W.2d 168, 171 (Tex. App.—San Antonio 1982, no writ).

Although there was no predicate laid to establish her qualifications as an expert on attorney's fees, Willis testified that: "I think when an attorney goes to court four times, I think less than \$2,000 is awfully reasonable, and it's beyond reasonable, and Mr. Green was very lucky that's all he was charged." Willis opined further, "I did him [Green] a really good job."

However, general statements by an attorney that the amount of fees sought is reasonable and necessary is not sufficient to support the issue of reasonableness. *See Nguyen Ngoc*

*Giao v. Smith & Lamm, P.C.*, 714 S.W.2d 144, 149 (Tex. App.—Houston [1st Dist.] 1986, no writ);  
*Morgan*, 657 S.W.2d at 492.

At a minimum, there should be some evidence of the time spent by the attorney on the case, the nature of the preparation, the complexity of the case, the experience of the attorney, and the prevailing hourly rates. *See Hardin v. Hardin*, 161 S.W.3d 14, 24 (Tex. App.—Houston [14th Dist.] 2004, no pet.). There was nothing admitted into evidence relating to these factors.

The judgment is reversed and here rendered that Willis take nothing.

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Bob E. Shannon, Justice

Before, Justices Field, Bourland, and Shannon\*

Reversed and Rendered

Filed: June 7, 2018

\* Before Bob E. Shannon, Chief Justice (retired), Third Court of Appeals, sitting by assignment.  
*See Tex. Gov't Code* § 74.003(b).