NUMBER 13-15-00180-CV

COURT OF APPEALS

THIRTEENTH DISTRICT OF TEXAS

CORPUS CHRISTI - EDINBURG

AIR JIREH SERVICE CORPORATION, HVAC PLUMBING SPECIALIST CORPORATION A/K/A HVAC PLUMBING SPECIALIST CORPORATION A/K/A HVAC PLUMBING SPECIALIST INC. D/B/A AIR JIREH SERVICE A/K/A AIR JIREH SERVICES AND OSKAR SEPULVEDA, JR., **Appellants,**

v.

WEAVER & JACOBS CONSTRUCTORS, INC., **Appellee.**

On appeal from the 24th District Court of De Witt County, Texas.

MEMORANDUM OPINION

Before Justices Hinojosa, Perkes, and Wittig[1]
Memorandum Opinion Per Curiam

Appellants Air Jireh Service Corporation (AJS), HVAC Plumbing Specialist Corporation a/k/a HVAC Plumbing Specialist Corporation a/k/a HVAC Plumbing Specialist Inc. d/b/a Air Jireh Service a/k/a Air Jireh Services (HVAC) and Oskar Sepulveda, Jr. appeal a final verdict in favor of appellee Weaver & Jacobs Constructors, Inc. (Weaver). By eight issues, which we construe as nine, AJS contends that: (1) the trial court erred in its findings of fact and conclusions of law because it failed to list AJS as a party (issue one); (2) the evidence is insufficient to support the judgment under all theories pleaded by Weaver (issues two through seven); and (3) the trial court improperly awarded Weaver attorney's fees (issues eight and nine). We affirm in part and reverse and remand in part.[2]

I. BACKGROUND

Weaver contracted with Taft Independent School District (Taft) to make certain improvements. Weaver asked for bids from subcontractors to perform air-conditioning work for the Taft project. Sepulveda, AJS's project manager, submitted a bid to Weaver on behalf of AJS. After complying with Weaver's request to revise the bid, AJS submitted a revised bid to perform the work for $125,971. Subsequently, after Weaver claims it accepted the bid, Sepulveda informed Weaver that AJS would not perform the work.

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[1] Retired Fourteenth Court of Appeals Justice Don Wittig, assigned to this Court by the Chief Justice of the Supreme Court of Texas pursuant to the government code. *See* TEX. GOV'T CODE ANN. § 74.003.

[2] Appellant Sepulveda has not filed a separate brief in this matter, and in their brief, appellants state that they refer to Sepulveda "only for purposes of continuity in Appellant[s']" arguments. We also note that Sepulveda filed a notice of bankruptcy with this Court on November 12, 2015. However, the bankruptcy court's order of discharge clearly states it granted the discharge to Oskar Sepulveda III. The discharge order does not refer to or mention Oskar Sepulveda Jr.

Weaver filed suit against appellants for breach of contract, promissory estoppel, violations of the Texas Deceptive Trade Practices Act (DTPA), fraud, and negligent misrepresentation. After the parties filed agreed stipulated facts, the trial court held a bench trial with testimony from, among others, Michael Weaver, Weaver's president; Chris Brzozowski, Weaver's project manager; and Sepulveda. The trial court awarded Weaver $16,556 in damages and $21,354 in attorney's fees. The trial court issued findings of fact and conclusions of law, and this appeal followed.

II. FINDINGS OF FACT AND CONCLUSIONS OF LAW

By its first issue, AJS contends that the trial court erred by failing to list it as a party in its findings of fact and conclusions of law.[3] However, a trial court need not make findings of fact on undisputed matters, and here, AJS did not dispute that it was involved in this cause.[4] *See Limbaugh v. Limbaugh*, 71 S.W.3d 1, 5 (Tex. App.—Waco 2002, no pet.). Moreover, AJS did not request additional findings of fact; thus, any complaint to those findings is waived. *See Ad Villarai, LLC v. Chan Il Pak*, 519 S.W.3d 132, 137 (Tex. 2017) (quoting *Las Vegas Pecan & Cattle Co., Inc. v. Zavala County*, 682 S.W.2d 254, 255 (Tex. 1984) ("Without [the] timely reminder [that rule 297 requires], [the requesting party] waived its complaint of the failure on appeal.")); *see also Barton v. Barton*, __ S.W.3d __, __ No. 08-15-00110-CV, 2018 WL 4659568, at *5 (Tex. App.—El Paso Sept.

[3] By a sub-issue to its first issue, AJS contends that there is no evidence "to implicate" it in this lawsuit. In its response to Weaver's motion for summary judgment, AJS did not deny that it engaged in business with Weaver and acknowledged that its project manager, Sepulveda, placed a bid to Weaver to make improvements to a local high school. AJS did not allege that it was not involved in this cause and agreed that it had done business with Weaver. Nonetheless, we conclude that this sub-issue is inadequately briefed as AJS does not challenge a specific element of Weaver's causes of action or the trial court's judgment with any legal analysis and citation to appropriate authority supporting its assertion. *See* TEX. R. APP. 38.1(i).

[4] In its findings of fact, the trial court listed "Jireh Service a/k/a Air Jireh Services," but it did not specifically list "Air Jireh Services Corporation."

28, 2018, no pet.) ("When a party fails to timely request additional findings of fact and conclusions of law, it is deemed to have waived the right to complain on appeal of the court's failure to enter additional findings."). Finally, AJS does not explain how error, if any, in the trial court's findings of fact affects the final judgment or harms it in any way. *See* TEX. R. APP. P. 38.1(i); *see also In re Q.W.J.*, No. 07–10–0075–CV, 2011 WL 3629195, at *3 (Tex. App.—Amarillo Aug. 18, 2011, no pet.) (mem. op.). We overrule AJS's first issue.[5]

III. BREACH OF CONTRACT

By its second issue, AJS contends that the trial court erred by ruling that the parties entered a valid and enforceable contract because Weaver's acceptance of AJS's bid was not clear and definite, and the parties "were not on the same page."[6] AJS does not specifically state which element it is challenging; however, based on its arguments and our review of its brief, we construe AJS's second issue as challenging the legal sufficiency of the evidence supporting a finding that there was a meeting of the minds.[7]

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[5] AJS did not object to the trial court's findings of fact and conclusions of law on any basis.

[6] As a sub-issue, AJS contends that Weaver's breach of contract claim is barred by the statute of frauds. A claim that a contract does not comply with the statute of frauds is an affirmative defense that must be pleaded in the trial court, or it is waived. *Stovall & Assocs., P.C. v. Hibbs Fin. Ctr., Ltd.*, 409 S.W.3d 790, 798 (Tex. App.—Dallas 2013, no pet.) (citing TEX. R. CIV. P. 94; TEX. BUS. & COM. CODE ANN. § 26.01(a); *S & I Mgmt., Inc. v. Choi*, 331 S.W.3d 849, 854 (Tex. App.—Dallas 2011, no pet.)); *see First Nat'l Bank in Dall. v. Zimmerman*, 442 S.W.2d 674, 676 (Tex. 1969); *see also Kinnear v. Texas Comm'n on Human Rights ex rel. Hale*, 14 S.W.3d 299, 300 (Tex. 2000) (per curiam) (explaining that affirmative defenses to liability are waived if not pled). AJS has not cited the record where it pleaded the statute of frauds as a defense, and although not required to do so, we have reviewed the entire record, and there is nothing showing that AJS pleaded the statute of frauds as a defense to Weaver's cause. Accordingly, we overrule AJS's sub-issue to its second issue as it has been waived. *See First Nat'l Bank in Dall.*, 442 S.W.2d at 676.

[7] AJS does not state whether it is challenging the legal or factual sufficiency of the evidence. Instead, without legal analysis, it points to evidence in the record that: (1) there were three different bids submitted; (2) the commencement date on both the subcontracts with AJS stated June 25, 2015, but the subcontract was created on July 23, 2015: and (3) Weaver changed the start date on its contract with another subcontractor "to make sure the parties were clear." AJS does not explain how these alleged facts

A. Standard of Review

A trial court's findings of fact after a bench trial have the same weight as a jury verdict. *In re J.M.C.*, 395 S.W.3d 839, 844 (Tex. App.—Tyler 2013, no pet.) (citing *Fulgham v. Fischer*, 349 S.W.3d 153, 157 (Tex. App.—Dallas 2011, no pet.)). "When the appellate record contains a reporter's record as it does in this case, findings of fact are not conclusive and are binding only if supported by the evidence." *Fulgham*, 349 S.W.3d at 157. Our standard of reviewing a trial court's findings of fact is the same as those used to determine if legally and factually sufficient evidence exists to support an answer to a jury question. *Id*.

The appellant challenging the legal sufficiency of an adverse finding on which he did not have the burden of proof at trial must demonstrate there is no evidence to support the adverse finding. *Id*. The test for legal sufficiency is "whether the evidence at trial would enable reasonable and fair-minded people to reach the verdict under review." *City of Keller v. Wilson*, 168 S.W.3d 802, 827 (Tex. 2005). In our review, we must credit favorable evidence if a reasonable fact finder could and disregard contrary evidence unless a reasonable fact finder could not. *Id*. We must consider the evidence in the light most favorable to the challenged findings, indulging every reasonable inference that supports them. *Id*. at 822.

B. Breach of Contract

1. Applicable Law

The elements required to form a valid and enforceable contract are (1) an offer, (2)

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make the subcontract invalid and unenforceable, and we are unable to construe this argument. *See* TEX. R. APP. P. 38.1(i).

acceptance in strict compliance with the terms of the offer, (3) a meeting of the minds, (4) each party's consent to the terms, and (5) execution and delivery of the contract with the intent that it be mutual and binding. *USAA Tex. Lloyds Co. v. Menchaca*, 545 S.W.3d 479, 502 n.21 (Tex. 2018); *Beverick v. Koch Power, Inc.*, 186 S.W.3d 145, 150 (Tex. App.—Houston [1st Dist.] 2005, pet. denied). A "meeting of the minds" occurs if there is a mutual understanding and assent to the agreement regarding the subject matter and the essential terms of the contract. *City of The Colony v. N. Tex. Mun. Water Dist.*, 272 S.W.3d 699, 720 (Tex. App.—Fort Worth 2008, pet. dism'd). Whether there is a meeting of the minds is a question of fact. *Franco v. Ysleta Indep. Sch. Dist.*, 346 S.W.3d 605, 608 (Tex. App.—El Paso 2009, no pet.).

2. Analysis

In their joint statement of stipulated facts, the parties agreed that AJS submitted an offer to perform the required work as subcontractor to Weaver and that Weaver would accept AJS's offer if AJS lowered its bid to $125,971. Subsequently, according to the stipulated facts, Weaver sent a subcontract to AJS for the amount of $125,971.

Michael testified, in relevant part, that Weaver is a general contractor and Taft hired Weaver to serve as the construction manager-at-risk, meaning that Weaver would "assist in the final design" of the construction and then "bid it out to the subcontractors to perform the work." Michael explained that the contract is "at-risk" because if the project costs more than the agreed-upon total, Weaver must pay the overage.

Michael stated that AJS submitted a bid to perform air-conditioning work for the project, and after some back and forth on the price, Weaver communicated its acceptance of AJS's final bid to do the work for $125,971 by sending AJS a subcontract. Michael

said that after Weaver sent AJS the subcontract, Weaver received an e-mail from AJS saying "thanks for the job." Weaver then sent an email to its subcontractors "asking for submittals and shop drawings, and product date—stuff like that—normal business stuff." According to Michael, AJS did not respond to the email, and when he last spoke with someone from AJS, he was told AJS would not be performing the work. Michael testified that AJS never informed Weaver that it had any issues with the subcontract.

Brzozowski testified that after he sent an email on August 5, 2013 to AJS and the other subcontractors requesting submittals and other information, every subcontractor except AJS responded. On or about August 10, 2013, Brzozowski called Sepulveda, who told Brzozowski that AJS would perform the work. Brzozowski said he had AJS's assurance that AJS was going to do the job. Subsequently, Brzozowski heard that AJS was not going to do the work on the project, so on or about August 15, 2013, he called Sepulveda who verified AJS would not be performing the work. According to Brzozowski, Sepulveda did not explain why AJS refused to perform the subcontract and Brzozowski stated, "[t]he only thing he said is we just don't want to do it." Brzozowski testified that Sepulveda did not tell him that AJS had any concerns with the terms of the subcontract.

Michael testified that Weaver accepted AJS's bid of performing the work for $125,971 prior to AJS's refusal to perform the work and disagreed that Weaver had not accepted the bid. AJS claims that the "parties were not on the same page" because "Sepulveda constantly refers to the fact that no terms were agreed upon." However, Michael unequivocally testified that the only terms of the agreement were that AJS would perform the air-conditioning portion of the project for $125,791, which Weaver accepted. In addition, on cross-examination by AJS's trial counsel, Michael stated that there was

"absolutely" no confusion regarding the terms of the agreement and AJS's quoted bid. Furthermore, after the subcontract was sent to AJS, Sepulveda told Brzozowski that AJS would do the work and did not state that there was any confusion regarding the terms of the agreement or the price Weaver would pay. Thus, the parties agreed to the material terms of the agreement. *See Menchaca*, 545 S.W.3d at 502 n.21; *Beverick*, 186 S.W.3d at 150. Viewing the evidence in the light most favorable to the trial court's findings, we conclude that the evidence "would enable reasonable and fair-minded people" to find that there was a meeting of the minds that AJS would perform the air-conditioning work for $125,971. *See City of Keller*, 168 S.W.3d at 827. We overrule AJS's second issue.

IV. OTHER CAUSES OF ACTION

By its third through seventh issues, AJS contends that there is no evidence to support the trial court's findings on the remaining liability issues submitted at trial of promissory estoppel, DTPA, fraud, and negligent misrepresentation. However, "[w]hen the judgment rests on multiple theories of recovery, we need not address all causes of action if any one theory is valid." *EMC Mortg. Corp. v. Jones*, 252 S.W.3d 857, 870 (Tex. App.—Dallas 2008, no pet.). Thus, given our resolution of AJS's second issue concluding that that the evidence supports the judgment on a breach of contract theory of recovery, we need not address AJS's claims concerning the other theories of recovery. *See* TEX. R. APP. P. 47.1; *EMC Mortg. Corp.*, 252 S.W.3d at 870; *see also Robinson v. Ochoa*, No. 13-16-00357-CV, 2018 WL 1633516, at *5 (Tex. App.—Corpus Christi−Edinburg Apr. 5, 2018, pet. denied) (mem. op.) (concluding it was unnecessary to address the appellant's issues regarding the appellees' causes of action for fraud, conversion, promissory estoppel, money had and received, and violations of the DTPA because the evidence

supported the judgment on a breach of contract theory of recovery). We overrule AJS's third through seventh issues.

V. ATTORNEY'S FEES

By its eighth and ninth issues, AJS contends that the trial court erred in awarding attorney's fees because (1) Weaver failed to segregate them and (2) the fees were not reasonable and necessary.

A. Segregation of Attorney's Fees

First, AJS argues that the trial erred in awarding attorney's fees because the fees should have been segregated. However, error is waived if no one objects to the trial court's failure to segregate attorney's fees as to specific claims. *Green Intern., Inc. v. Solis*, 951 S.W.2d 384, 389 (Tex. 1997). In the trial court, AJS did not object to the trial court's failure to segregate the attorney's fees. Therefore, even assuming the trial court erred in failing to require the segregation of attorney's fees, error was waived. *See id*. We overrule AJS's eighth issue.

B. Reasonableness and Necessity of Attorney's Fees

Next, AJS argues that the evidence is insufficient to show that the attorney's fees awarded were reasonable and necessary.

1. Applicable Law and Standard of Review

"When a claimant wishes to obtain attorney's fees from the opposing party, the claimant must prove that the requested fees are both reasonable and necessary." *Rohrmoos Venture v. UTSW DVA Healthcare, LLP*, __ S.W.3d __, __, No. 16-0006, 2019 WL 1873428, at *12 (Tex. Apr. 26, 2019). Texas follows the lodestar method to determine the amount of attorney's fees to be awarded. *Id*. at *20. The lodestar method requires

the court to establish reasonable attorney's fees by first determining the reasonable hours spent by counsel on the case and the reasonable hourly rate for counsel's work. *El Apple I, Ltd. v. Olivas*, 370 S.W.3d 757, 760 (Tex. 2012); *see Venture*, __ S.W.3d at __, 2019 WL 1873428, at *21 (explaining *El Apple's* lodestar method applies to the determination of attorney's fees). The second step of the lodestar method requires the court to multiply the number of hours counsel worked on the case by the applicable rate, the product of which is the base fee or lodestar. *El Apple I, Ltd.*, 370 S.W.3d at 762; *see Venture*, __ S.W.3d at __, 2019 WL 1873428, at *21 (stating that "El Apple's two-step analysis . . . remains very much intact").

> [T]he base lodestar calculation usually includes at least the following considerations . . . : "the time and labor required," "the novelty and difficulty of the questions involved," "the skill required to perform the legal service properly," "the fee customarily charged in the locality for similar legal services," "the amount involved," "the experience, reputation, and ability of the lawyer or lawyers performing the services," "whether the fee is fixed or contingent on results obtained," "the uncertainty of collection before the legal services have been rendered," and "results obtained."

Venture, __ S.W.3d at __, 2019 WL 1873428, at *21. In addition, "the base lodestar calculation should reflect hours reasonably expended for services necessary to the litigation." *Id*.

We review whether legally sufficient evidence supports the reasonableness and necessity of attorney's fees. *Id*.

> Generally, conclusory testimony devoid of any real substance will not support a fee award. Thus, a claimant seeking an award of attorney's fees must prove the attorney's reasonable hours worked and reasonable rate by presenting sufficient evidence to support the fee award sought. Sufficient evidence includes, at a minimum, evidence of (1) particular services performed, (2) who performed those services, (3) approximately when the services were performed, (4) the reasonable amount of time required to perform the services, and (5) the reasonable hourly rate for each person performing such services.

Id. at *22.

In *El Apple*, the Texas Supreme Court held that the evidence of attorney's fees was insufficient under the lodestar method because:

> [N]either attorney indicated how the 890 hours they spent in the aggregate were devoted to any particular task or category of tasks. Neither attorney presented time records or other documentary evidence. Nor did they testify based on their recollection of such records. The attorneys instead based their time estimates on generalities such as the amount of discovery in the case, the number of pleadings filed, the number of witnesses questioned, and the length of the trial.

Id. at *17 (quoting *El Apple*, 370 S.W.3d at 763).

In *City of Laredo v. Montano*, the Texas Supreme Court "overturned the fee award, explaining that time estimates based on generalities were not sufficient to support a fee-shifting award" because the trial counsel "offered nothing to document his time in the case other than the 'thousands and thousands and thousands of pages' generated during his representation" and "his belief that he had reasonably spent 1,356 hours preparing and trying the case." *Id*. at *17−18 (quoting 414 S.W.3d 731, 736 (Tex. 2013) (per curiam)). The *Montano* court explained that counsel's "testimony that he spent 'a lot of time getting ready for the lawsuit,' conducted 'a lot of legal research,' visited the premises 'many, many, many many times,' and spent 'countless' hours on motions and deposition is not evidence of a reasonable attorney's fee under lodestar . . . ." *Id*. at *18 (quoting *Montano*, 414 S.W.3d at 736).

In *Long v. Griffin*, the Texas Supreme Court overturned the fee award because "the affidavit supporting the request for attorney's fees only offer[ed] generalities." *Id*. (quoting 442 S.W.3d 253, 255 (Tex. 2014)). The *Long* court stated that the affidavit indicated the hours each attorney spent on the case and the attorney's respective hourly

rates; however, "no evidence accompanies the affidavit to inform the trial court [of] the time spent on specific tasks . . . ." *Id*. (quoting 442 S.W.3d at 255).

In *Venture*, counsel testified that (1) a reasonable amount of hours spent on the case "would be around 750 to 1000 hours," (2) he had twenty years of experience in the legal profession and handling the type of case at issue, (3) the opponent's actions "caused the fees to reach . . . . [a] high amount" of $800,000, (4) he searched "literally millions of emails to find the documents that you see here in the courtroom," (5) the team had "to review all of those emails," (6) he had to produce "about 60 bankers boxes of documents," that each held approximately 3,000 to 7,000 pages of documents, (7) the paralegals were required to review all of those documents by having "to go through every single one of those documents, page by page, and remove all of the old patient files that we had in [those] boxes of documents . . . . ," (8) he had to prepare for, conduct, and review "more than forty depositions," (9) he filed four or five motions to compel and a forty-page motion for summary judgment he believed cost $30,000 to $40,000 to draft, (10) he had to draft a response to the opponent's reply to his motion for summary judgment, and (11) he appeared and argued at a hearing on the motion for summary judgment, which "probably cost the parties $80,000." *Id*. at *23−26. The Texas Supreme Court concluded that the evidence was insufficient to support the trial court's award of attorney's fees because counsel's testimony was "too general" and "lack[ed] the substance required to uphold a fee award." *Id*. at *25.

2. Analysis

Here, the entirety of Weaver's trial counsel's testimony is as follows:

> Between September 27, 2013 and January 23, 2015—excuse me—between September 27, 2013 when we first became involved in the case

and January 23, 2015, Weaver & Jacobs incurred attorney's fees and expenses in the total amount of $15,604.93, including $14,304 in attorney's and $1,393 in legal expenses.

Weaver & Jacobs has those expenses with the exception of the January 25th bill, which is not due yet, in the amount of $941.52. True and correct copies of redacted invoices for that time period are attached to the [sic] this affidavit. From January 24th through January 29th, 2015 Weaver & Jacobs incurred additionally $937.50 in legal fees and $11.93 in legal expenses. The reason I'm drawing that distinction there, our billing period for the January 25th bill stopped on January the 23rd.

So following our last bill starting January 24th, 2015 through Friday of last week, Weaver & Jacobs incurred, like I said, $937.50 in fees and $11.93 of legal expenses. From January 30th through trial of this matter, I anticipate that Weaver & Jacobs will incur not less than $5,000 in additional legal fees and not less than $750 in legal expenses.

The inclusion of all of these fees, including the anticipated amounts, are $21,354.93. In prosecuting this matter I along with the attorneys and the paralegals at my firm have expended significant hours preparing for and performing activities related to this case. And those activities include meetings and communications with Weaver & Jacobs, investigation claims and defenses, drafting and filing pleadings, traveling to and from Cuero to attend hearings, legal research, investigating a myriad of different names under which Air Jireh and associated entities operate, reviewing and producing documents and preparing for and attending trial. I am familiar with the attorney's fees and expenses charged by lawyers from—in proceedings such as this one.

Our fees increase on an annual basis and they did so in this matter beginning in 2014. The attorney rates charged by my firm range from 175 an hour to 375 an hour—not the attorney rates. The rates charged by my firm range from 175 an hour to 375 an hour depending on whether it's a paralegal or working attorney. [Another attorney with the firm] and I were the principal attorneys on the case, and we had [several] paralegals that both helped us from time to time.

My rate is typically $375 an hour. [The other attorney's] rate is $240 an hour. The hours spent and fees incurred were necessary to prosecute Weaver & Jacobs' claims and defenses and investigating an attempt to uncover the correct defendants in this lawsuit. [T]he paralegals assigned to this matter, are qualified by education, experience, and training to perform the services and have knowledge as of legal system principles and procedures, were supervised by an attorney, performed tasks that are not

> traditionally performed by an attorney and performed services that were reasonable and necessary as well.
>
> The fees my firm charged in this case were necessary, fair, and reasonable in my opinion. It's based upon the work performed in this matter as described above, the time and labor required, the novelty and difficulties of the legal and factual questions inherent in this type of dispute as well as the particular complaints at issue, the skill required to perform the legal services properly, the preclusion of other employment by me and my firm due to the acceptance of this case, the customary fees chargeable for this type of lawsuit, the time limitations imposed by the circumstances, the amount of time involved, my ability as an attorney in charge as well as the ability of those persons at my firm who perform legal services for Weaver & Jacobs, and my knowledge and experience as fees charged for these types of services and cases in and around Texas, including Travis County and DeWitt County.
>
> To clarify as well, my normal rate is $375 an hour. I have billed, I intended to bill none of my time personally to this matter, I believe, in the redacting process I let one charge get by me and personally, although I've spent many, many hours—tens—probably ten[s] of thousands of dollars[']worth of time on this matter, I think I have billed a total of, if memory serves, it's $130 for my time.

Like in *El Apple*, Weaver's trial counsel did not indicate how the hours the attorneys and legal assistants spent in the aggregate were devoted to any particular task or category of tasks. *El Apple*, 370 S.W.3d at 763. Moreover, he did not present time records or other documentary evidence to support or explain how the hours were spent.[8] Weaver's trial counsel instead based his time estimates on generalities such as stating that he, the other attorneys, and the paralegals expended "significant hours preparing for and performing activities related to this case," by attending meetings, communicating with Weaver, investigating claims and defenses, drafting and filing pleadings, traveling for

[8] We note that Weaver's trial counsel mentioned during his testimony that "[t]rue and correct copies of redacted invoices for that time period [September 27, 2013 through January 25, 2015] are attached to the this [sic] affidavit." However, the affidavit and redacted invoices were not admitted into evidence by the trial court and are not located in the appellate record. Thus, those documents are not before us.

hearings, conducting legal research, investigating AJS's different names and associated entities, reviewing and producing documents, and preparing for trial. "While all this is relevant, it provides none of the specificity needed for the trial court to make a meaningful lodestar determination." *El Apple*, 370 S.W.3d at 763. "The court could not discern from the evidence how many hours each of the tasks required and whether that time was reasonable." *Id*. Weaver's trial counsel did not provide evidence of the particular services performed by each attorney and paralegal, when those services were approximately performed, or the reasonable amount of time necessary to perform each service. *See Venture*, __ S.W.3d at __, 2019 WL 1873428, at *22. "Without at least some indication of the time spent on various parts of the case, a court has little basis upon which to conduct a meaningful review of the fee award." *El Apple*, 370 S.W.3d at 763; *see Venture*, __ S.W.3d at __, 2019 WL 1873428, at *21. Thus, we conclude that Weaver's trial counsel's testimony was too general and lacked the substance to uphold the trial court's finding that the fees were necessary and reasonable. *See Venture*, __ S.W.3d at __, 2019 WL 1873428, at *21. Because the evidence is insufficient to support the reasonableness and necessity of the attorney's fees award under the lodestar method, we sustain AJS's ninth issue.

VI. CONCLUSION

We reverse the judgment insofar as it awarded attorney's fees, and we remand the cause for redetermination of attorney's fees. *See Long*, 442 S.W.3d at 256. We affirm the judgment in all other respects.

PER CURIAM

Delivered and filed the
11th day of July, 2019.