

4. The agreement entered into between Plaintiff and Defendant indicated that Plaintiff's hourly fee would range from One Hundred Fifty Dollars (\$150.00) to One Hundred Seventy-Five Dollars (\$175.00) per hour. This hourly rate was fair, reasonable, and consistent with the hourly rates charged by other attorneys in this geographical area and in fact, somewhat below the normal rates charged for domestic relations matters in this geographical area.

5. The Plaintiff has practiced law in the State of Missouri handling primarily domestic relations matters for over twenty (20) years and is a well-respected attorney and frequent lecturer on domestic relation matters and on numerous domestic relations committees in the St. Louis area.

6. Plaintiff's representation of Defendant was for a two-year period of time from May, 2003 through May, 2005.

7. Plaintiff's billing statements, ledger and testimony indicates that Plaintiff incurred 175.5 billable hours for total attorney fees of Thirty Thousand Four Hundred Forty Dollars (\$30,440.00) plus costs of Two Hundred Sixty-Three Dollars and Fifty Cents (\$263.50). Plaintiff has been paid Nine Thousand Three Hundred Seven (\$9,307.00) leaving a principal balance of Twenty One Thousand Three Hundred Ninety-Six Dollars and Fifty Cents (\$21,396.50). Plaintiff has 132.8 out of court hours and 42.7 hours in court consisting of 23 court appearances.

8. Defendant willingly requested that Plaintiff perform legal services in his behalf and Defendant accepted said legal services.

9. Plaintiffs hourly rate and hours spent representing Defendant were fair, reasonable and consistent with charges by attorneys for similar dissolution matters in the St. Louis and State of Missouri areas.

10. Plaintiff has billed Defendant for the balance due of attorney fees in the sum of Twenty-One Thousand Three Hundred Ninety-Six Dollars and Fifty Cents (\$21,396.50). Since being billed the balance of Twenty-One Thousand Three Hundred Ninety-Six Dollars and Fifty Cents (\$21,396.50), Defendant has paid nothing further to Plaintiff.

11. Plaintiffs agreement with Defendant contains the stipulation that Defendant be responsible for Plaintiffs attorney fees. Defendant failed to pay Plaintiffs attorney's fees according to the agreement. Plaintiffs attorney's fees incurred in this collection matter are on a twenty-five (25) percent contingent fee basis and this amount totals Five Thousand Three Hundred Forty Nine Dollars and Thirteen Cents (\$5,349.13).

12. Defendant expressed concerns about the bill, however during the two year period never terminated the attorney/client relationship.

13. Missouri law provides interest at nine (9) percent per annum on unpaid bills and prejudgment interest totals Three Thousand Eight Hundred Fifty-One Dollars and Thirty-Seven Cents ((3,851.37) as of May 2007.

CONCLUSIONS OF LAW

A trial judge is properly qualified to perform the function of determining the reasonableness of attorney fees without the aid of expert testimony. The Housing Authority of City of Clinton, et al v. Lula Baumann. et al, 512 SW2d 436 (Mo. App. 1974). Plaintiff presented evidence of his contract for service that the Defendant signed,

along with the number of hours expended on Defendant's case. Further, Plaintiff kept exhaustive records of all activities performed on the Defendant's behalf. The reasonableness of charges is established by proving the reasonableness of the total number of hours expended together with evidence that the hourly rate was reasonable. *Stewart v. Kirland*, 929 SW2d 321 (Mo. App. 1996). Plaintiff testified concerning the reasonableness of his charges, and also testified as to what other colleagues in the domestic relations practice charge. An attorney who is knowledgeable with charges of other attorneys within the geographical area for similar services is qualified to testify as to the reasonableness of attorney fees. *St. Luke's Episcopal-Presbyterian Hospital v. Melvin Underwood, et al* 957 SW 2d 496 (Mo. App. 1997).

ORDER

WHEREFORE, it is Ordered and Decreed that judgment will be entered in favor of Plaintiff and against Defendant in the principle sum of Twenty-One Thousand Three Hundred Eighty-Six Dollars and Fifty Cents (\$21,386.50), interest in the amount of Three Thousand Eight Hundred Fifty-One Dollars and Thirty-Seven Cents (\$3,851.37), Attorney fee in the amount of Five Thousand Three Hundred Forty-Nine Dollars and Thirteen Cents (\$5,349.13) for a total judgment of Thirty Thousand Five Hundred Eighty-Seven Dollars (\$30,587.00) plus costs of court.

SO ORDERED:

Judge Paula P. Bryant

Date:

Copy of the foregoing was mailed postage prepaid this ____ day of _____ , 2007 to:

Jack R. Itzkowitz Attorney for
Plaintiff 1001 Craig Rd., Ste.
455 St. Louis, MO. 63146

J. Richard McEachern
Attorney for Defendant 7923
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