

COURT OF APPEALS OF OHIO

**EIGHTH APPELLATE DISTRICT
COUNTY OF CUYAHOGA**

CARYN GROEDEL &
ASSOCIATES CO., LPA,

Plaintiff-Appellant,

v.

RONALD LARAWAY,

Defendant-Appellee.

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:
:

No. 116093

JOURNAL ENTRY AND OPINION

JUDGMENT: AFFIRMED IN PART, REVERSED IN PART,
AND REMANDED

RELEASED AND JOURNALIZED: October 22, 2026

Civil Appeal from the Cuyahoga County Common Pleas Court
Case No. CV-23-978501

Appearances:

Caryn M. Groedel & Associates Co., LPA, and Caryn M.
Groedel, *for appellant*.

Stephen M. Hanudel, *for appellee*.

MICHELLE J. SHEEHAN, A.J.:

{¶ 1} This appeal arises from a legal fee dispute between plaintiff-appellant Caryn Groedel & Associates Co., LPA (“Groedel”), and defendant-appellee Ronald Laraway (“Laraway”). After a bench trial, the trial court denied Groedel’s breach-

of-contract claim but found in favor of Groedel on its unjust-enrichment claim. Specifically, the trial court concluded that while the written contract for legal services between the parties had been terminated, Groedel continued to represent Laraway and was therefore entitled to recover its reasonable attorney fees under the theory of quantum meruit. Groedel appeals the trial court's decision, asserting the following assignments of error:¹

(1) The Trial court abused its discretion by denying Appellant's Motion for Leave to Amend the Complaint to Conform to the Evidence, Or, In the Alternative, to Reopen the Evidence to Admit the Operative Fee Agreement.

(2) The trial court erred as a matter of law by applying the superseded 10/12/22 contract as the operative agreement, when the uncontroverted evidence established that the parties had entered into a new, superseding fee agreement on 1/23/23.

(3) The trial court erred in awarding quantum meruit at an hourly rate rather than the full contingency fee where appellant fully completed performance, entitling her to the full contingency fee as the measure of the reasonable value of her services, and if not, then the courthouse steps doctrine entitled her to the full contingency fee.

(4) The quantum meruit award of \$XXXX is against the manifest weight of the evidence.

(5) The trial court erred as a matter of law when it failed to enforce the mandatory attorneys' fees and costs reimbursement provision of the January 20, 2023 legal services agreement — which by its own terms superseded all prior fee agreements — where that provision unambiguously obligated defendant-appellee to reimburse plaintiff-appellant for its reasonable attorneys' fees and costs if plaintiff-appellant was required to bring an action to enforce the agreement, and where the triggering event occurred.

¹ Groedel filed a redacted appellant brief.

{¶ 2} After our thorough review of the record and applicable law, we affirm in part and reverse in part the trial court’s decision. Specifically, with respect to assignment of error No. 3, we find that the trial court erred in its calculation of the amount of reasonable attorney fees owed to Groedel under the theory of quantum meruit. Thus, assignment of error No. 3 is sustained and this matter is remanded to the trial court to calculate the amount of reasonable attorney fees owed to Groedel consistent with the legal authority outlined below.

Statement of Facts

Underlying Facts²

{¶ 3} In May 2022, Laraway was terminated by AutoServices Unlimited (“AutoServices”) after approximately one month of employment. Laraway contacted Groedel to represent him in a potential age discrimination lawsuit against AutoServices. Groedel had previously represented Laraway in an employment dispute where it obtained a million-dollar jury verdict in his favor.

{¶ 4} Groedel and Laraway discussed his new matter, and Groedel agreed to represent him. Thus, Laraway and Groedel executed a legal services agreement dated October 12, 2022 (“October 2022 Agreement”). Under this agreement, Groedel would write a notice of representation and demand letter to AutoServices in an attempt to resolve the matter without resorting to litigation. If a favorable resolution was reached, Groedel was entitled to a 35% contingency fee from the

² The facts are derived from the parties’ testimony during trial, exhibits admitted at trial, and the trial court’s finding of facts and conclusions of law issued as part of its bench trial verdict and order.

settlement amount plus costs. Groedel prepared and sent a demand letter to AutoServices. No resolution, however, was reached at this time.

{¶ 5} As a result, Laraway and Groedel executed a new legal services agreement dated January 20, 2023 (“January 2023 Agreement”) whereby Groedel would represent Laraway in the proceedings before the Ohio Civil Rights Commission (“OCRC”). If a favorable resolution was reached, Groedel would be entitled to a 40% contingency fee from any settlement amount plus costs. Both the October 2022 Agreement and the January 2023 Agreement provided that Groedel was entitled to recover any attorney fees and costs it incurred to enforce the terms of these agreements.

{¶ 6} On February 23, 2023, Groedel sent a letter to Laraway expressly terminating their attorney-client relationship (“Termination Letter”). Groedel’s stated reasons for the termination were Groedel’s sole practitioner, Caryn Groedel’s age, needing to care for her aging mother, and the upcoming planned closure of the law practice. In response, Laraway emailed asking Groedel to reconsider and to continue to represent him. He stated, “I don’t trust anyone but you. And I need you. . . . Again, I am asking you to please reconsider. I need your help. I promise I will keep my mouth shut and follow whatever you say.”

{¶ 7} After receiving his email, Groedel decided to continue representing Laraway. Groedel assisted in drafting the necessary paperwork and correspondence for proceedings before the OCRC. Groedel also communicated with Laraway through email on numerous occasions regarding aspects of his claim. Groedel also

appeared at the mediation with the OCRC where a settlement was reached in the amount of \$85,000.

{¶ 8} After the mediation, Laraway refused to pay Groedel for its legal services, including the 40% contingency fee allegedly owed pursuant to the January 2023 Agreement claiming that Groedel was no longer representing him, but rather just “helping him.”

Trial Court Proceedings

{¶ 9} In April 2023, Groedel filed a complaint against Laraway alleging claims for breach of contract, declaratory judgment, and unjust enrichment. The January 2023 Agreement was attached to the complaint as the controlling written agreement providing the basis for its breach-of-contract claim. Laraway answered the complaint denying the existence of an attorney-client relationship between him and Groedel after Groedel sent him the Termination Letter.

{¶ 10} On August 11, 2025, and October 30, 2025, a two-day bench trial was held. Both Groedel and Laraway testified. Notably, while both Laraway and Groedel referred to the existence of the January 2023 Agreement, neither party expressly questioned the other party regarding its existence, terms and conditions, or termination. Moreover, Groedel did not introduce the January 2023 Agreement as an exhibit during the trial and, consequently, the January 2023 Agreement was not admitted into evidence at the end of trial. In contrast, the October 2022 Agreement was discussed by both parties, including Laraway on cross-examination; Groedel

introduced this agreement as an exhibit at trial; and it was formally admitted as evidence.

{¶ 11} On November 5, 2025, Groedel filed a post-trial motion to amend the pleadings to conform to the evidence at trial pursuant to Civ.R. 15(B). Specifically, Groedel's motion below requested the trial court to treat the October 2022 Agreement as the operative agreement between the parties rather than the January 2023 Agreement that had been attached to the complaint. Groedel argued that the parties had impliedly tried the case as if the October 2022 Agreement was the controlling agreement between them. Alternatively, Groedel asked the trial court to reopen the evidence to admit as an exhibit the January 2023 Agreement. The trial court denied the motion.

Bench Trial Verdict and Order

{¶ 12} On January 29, 2026, the trial court issued its "Bench Trial Verdict and Order" denying Groedel's breach-of-contract claim but granting its claim for unjust enrichment. The trial court's order included written finding of facts and conclusions of law. The trial court made the following material findings of fact:

The parties entered into a legal services contract 10/12/22. Plaintiff's Exhibit 3. They entered into a second legal services contract upon Plaintiff's decline of the demand letter written by the firm to Defendant's prior employer. The second legal services contract was entered into prior to 02/23/23. However, while the second contract was attached as an exhibit to the Plaintiff's Complaint, it was never admitted as an exhibit at trial by either party. See this court's denial of Plaintiff's motion for leave to amend complaint to conform to the evidence, or in the alternative, to reopen evidence to admit correct contract, filed 11/05/25, five days after this case was heard and submitted to the court. Therefore, the contract before the court in the

bench trial of this case for ruling is the 10/12/22 legal services contract, admitted as Plaintiff's Exhibit 3.

...

Plaintiff drafted a 02/23/23 letter which it sent to Defendant. It stated that Plaintiff was "terminating the attorney-client relationship" due to "several reasons, including" Groedel's age, an aging mother with whom she needed to spend more time, and the closing of her law practice in August 2023. Plaintiff's Exhibit 9. Thereafter, Defendant by email and phone communication asked Plaintiff to reconsider. Plaintiff's Exhibit 10. It is clear that Plaintiff did reconsider and continued to represent Defendant, as he had requested, and as proved both by testimony presented at trial and by Plaintiff's exhibits.

...

With Plaintiff's help, Defendant reached a settlement during the hearing in the amount of \$85,000.00. Plaintiff's Exhibits 21 through 25.

...

But Plaintiff did continue to provide legal services to Defendant after initially terminating the attorney-client relationship. Defendant accepted them without argument, and to his clear benefit.

Bench trial verdict and order p. 2. The trial court also issued these pertinent conclusions of law:

Most importantly here, Plaintiff represented Defendant at a crucial state of his case before the Commission, and is now entitled to reasonable compensation.

The parties' legal services contract of 10/12/22, Plaintiff's Exhibit 3, was terminated by the Plaintiff's 02/23/23 letter terminating the attorney-client relationship. Further, as noted above, the second legal services contract was never presented nor admitted as an exhibit by either party. Therefore, it does not establish terms and conditions of legal services and attorney-client relationship. Finally, no evidence presented at trial established that any of the terms and conditions of

either contract were still in effect once the 02/23/23 letter terminated the attorney-client relationship.

Because of Plaintiff's 02/23/23 termination letter, Plaintiff may not recover based upon the terms and conditions of the attorney-client relationship agreement which was entered into 10/12/22.

...

Therefore, this court does not find for Plaintiff on its claim for breach of contract. . . .

Accordingly, on both of Plaintiff's claims for unjust enrichment (count II) and declaratory judgment this court finds for Plaintiff based upon a theory of quantum meruit. . . .

Plaintiff's reasonable attorney fees for representation of Defendant in the underlying case is comprised of Plaintiff's hours of representation from 10/12/22 through and including 04/04/23 at Plaintiff's hourly rate of \$420.00. Furthermore, this court finds that 10.07 hours of representation, between 10/12/22 up to and including 04/04/23, are reasonable.^[3] This court finds \$4,494.00 (10.7 hours x \$420.00 per hour) in attorney fees for the representation of Defendant in the underlying case to be reasonable fees.

This court therefore finds that Plaintiff's reasonable attorney fees of \$4,494.00 minus Defendant's retainer previously paid to Plaintiff in the amount of \$2,000.00 equals \$2,494.00, which amount this court now awards to Plaintiff. The court is not persuaded by a preponderance of the evidence that Plaintiff is owed anything else.

Bench trial verdict and order p. 3-4.

{¶ 13} This appeal follows.

³ The trial court's finding of 10.07 hours of representation appears to be a typographical error based on the trial court's award of \$4,494 (10.7 hours x \$420 per hour) in attorney fees.

Law and Analysis

Assignment of Error No. 1

{¶ 14} Under assignment of error No. 1, Groedel argues that the trial court abused its discretion in denying its post-trial motion to amend the pleadings to conform to the evidence at trial pursuant to Civ.R. 15(B). First, we note that Groedel’s appellate briefing misstates the basis for its motion below. Groedel’s motion below requested the trial court to treat the October 2022 Agreement as the controlling agreement between the parties most likely because this agreement was admitted as an exhibit at trial and the January 2023 Agreement was not. Thus, Groedel argued that the parties “impliedly consented” to trial on the October 2022 Agreement and therefore its motion to amend the pleadings to conform to the evidence at trial was warranted. In contrast, Groedel’s appellate briefing argues that its motion to amend the pleadings to conform to the evidence related to the January 2023 Agreement. Alternatively, Groedel argues that the trial court abused its discretion in denying its motion to reopen the evidence to admit as an exhibit the January 2023 Agreement. For the following reasons, assignment of error No. 1 is overruled.

Standard of Review

{¶ 15} Appellate courts review a “trial court’s decision regarding amendments of pleadings under Civ.R. 15(B) for an abuse of discretion.” *Mattox v. SW. Gen. Health Ctr.*, 2026-Ohio-3339, ¶ 59 (8th Dist.), citing *Caruso v. Leneghan*, 2014-Ohio-1824, ¶ 103 (8th Dist.), citing *Aztec Internatl. Foods, Inc. v. Duenas*,

2013-Ohio-450, ¶ 25 (12th Dist.). We also review a trial court’s decision regarding whether to reopen the evidence for an abuse of discretion. *Longo v. Longo*, 2005-Ohio-2069, ¶ 22 (11th Dist.), citing *Nozik v. Mentor Lagoons, Inc.*, 1994 Ohio App. LEXIS 1957, * 6 (11th Dist. May 6, 1994). “An abuse of discretion occurs when a court exercises ‘its judgment, in an unwarranted way, in regard to a matter over which it has discretionary authority.’” *Caruso* at ¶ 103, quoting *Johnson v. Abdullah*, 2021-Ohio-3304, ¶ 35.

Motion to Amend the Pleadings to Conform to the Evidence

{¶ 16} Civ.R. 15(B) provides, in pertinent part, the following:

When issues not raised by the pleadings are tried by express or implied consent of the parties, they shall be treated in all respects as if they have been raised in the pleadings. Such amendment of the pleadings as may be necessary to cause them to conform to the evidence and to raise these issues may be made upon motion of any party at any time, even after judgment.

{¶ 17} “Although Civ.R. 15 allows for liberal amendment of the pleadings toward that end, the rule will only apply when, as stated therein, the amendment would ‘conform to the evidence’ and when the issue is tried by either the ‘express or implied consent of the parties.’” *State ex rel. Evans v. Bainbridge Twp. Trustees*, 5 Ohio St.3d 41, 44 (1983), quoting Civ.R. 15(B).

{¶ 18} Groedel’s reliance on Civ.R. 15(B) to cure its failure to admit the January 2023 Agreement into evidence at trial is misplaced. With respect to Groedel’s appellate argument to amend the pleadings to conform to the evidence and to reflect the January 2023 Agreement, this argument lacks merit. The record

demonstrates that the January 2023 Agreement was attached to Groedel's complaint as an exhibit. In short, there is no need to amend the pleadings to reflect the January 2023 Agreement — it is already there. Groedel's problem is that pleadings and their exhibits while part of the record are not evidence at trial. *See State ex rel. Copeland v. State Med. Bd.*, 107 Ohio St. 20 (1923), paragraph two of the syllabus; *Hocking Valley Ry. Co. v. Helber*, 91 Ohio St. 231 (1915), paragraph three of the syllabus; *State ex rel. Benesch, Friedlander, Coplan & Arnoff L.L.P. v. Rossford*, 140 Ohio App.3d 149, 155, fn. 2 (6th Dist. 2000). Attachments to the pleadings must be independently introduced at trial in order to be considered by the court. *Gupta v. Grahm*, 1990 Ohio App. LEXIS 3653, *4 (6th Dist. Aug. 24, 1990).

{¶ 19} With respect to Groedel's argument before the trial court requesting that the pleadings be amended to conform to the evidence at trial and to treat the October 2022 Agreement as the controlling agreement, we also find that this argument lacks merit. In the instant matter, the evidence at trial does not demonstrate that the October 2022 Agreement is either the controlling agreement between the parties or that it was tried as the controlling agreement by the express or implied consent of the parties. Rather, the testimony at trial reveals that both parties believed that the October 2022 Agreement was no longer in effect. The October 2022 Agreement only applied to Groedel's efforts to resolve Laraway's dispute with AutoServices without resorting to litigation. Groedel's efforts in this regard failed, and the parties both testified regarding the existence of a second agreement — the January 2023 Agreement — that they subsequently executed to

cover the next stage in attempting to resolve Laraway's employment dispute. The record also demonstrates that the trial court found that the October 2022 Agreement had been terminated. Because the evidence at trial does not reveal that the October 2022 Agreement was the controlling agreement between the parties, the trial court did not abuse its discretion in denying Groedel's motion to amend the pleadings to conform to the evidence at trial to say that it was.

Motion to Reopen the Evidence

{¶ 20} Alternatively, Groedel argues that the trial court abused its discretion in denying its motion to reopen the evidence to admit as an exhibit the January 2023 Agreement. We disagree. The record demonstrates that Groedel had ample opportunities during trial to introduce the January 2023 Agreement but inexplicably failed to do so. While both parties made references to the January 2023 Agreement, neither party was questioned regarding its existence, terms and conditions, or termination during trial. Again, Groedel failed to introduce the January 2023 Agreement even on the multiple occasions the parties mentioned its existence.

{¶ 21} Moreover, the trial court found that any written legal services agreement executed by the parties had been terminated by Groedel's February 2023 Termination Letter. Thus, even if the January 2023 was properly before the trial court, its terms and conditions were no longer controlling. Thus, based on these facts, we do not conclude that the trial court abused its discretion in refusing to reopen the evidence to admit as an exhibit the January 2023 Agreement.

Assignments of Error Nos. 2 and 5

{¶ 22} Under both assignments of error Nos. 2 and 5, Groedel contends that the trial court erred in refusing to enforce the terms and conditions of the January 2023 Agreement. In assignment of error No. 2, Groedel specifically argues that the trial court erred in treating the October 2022 Agreement as the controlling agreement between the parties where the “uncontroverted evidence” demonstrates the existence of the January 2023 Agreement. In assignment of error No. 5, Groedel asserts that the trial court erred in failing to enforce a singular provision of the January 2023 Agreement that required Laraway to reimburse Groedel for any attorney fees and costs incurred to enforce the January 2023 Agreement. For the following reasons, both assignments of error are overruled.

{¶ 23} Putting aside the fact that we have already determined that the January 2023 Agreement was not properly before the trial court, Groedel mischaracterizes the trial court’s opinion. While the trial court noted that the “contract before the court” was the October 2022 Agreement, the trial court did not treat the October 2022 Agreement as “the operative agreement between the parties.” Rather the trial court’s opinion unambiguously found that the October 2022 Agreement had been terminated by Groedel by its February Termination Letter. In other words, the trial court concluded that there was no written agreement controlling the relationship between the parties. The trial court’s conclusion that the written legal services agreements executed by the parties were terminated by the February Termination Letter is a finding of facts, and our review of the record

demonstrates that this conclusion is supported by some competent, credible evidence. *Shelly Co. v. N.E.S. Corp.*, 2026-Ohio-3019, ¶ 210 (8th Dist.) (In a bench trial, we afford deference “to the trial court on findings of fact to the extent they are supported by some competent, credible evidence . . .”). Thus, we will not disturb this decision. *See, e.g., Powers v. Isaacs*, 1990 Ohio App. LEXIS 4319, * 6 (3d Dist. Sept. 28, 1990) (finding whether a contract has been terminated is a question of fact); *see also Elevation Ents. v. NMRD Ltd.*, 2023-Ohio-4433, ¶ 19 (10th Dist.) (“[T]he question of whether the parties intend to be bound is a question of fact, reviewed for whether they are supported by some competent, credible evidence . . .”).

{¶ 24} Groedel also asserts that “Ohio law is clear that the termination of a contract, followed by the continued performance by both parties, evidences a new agreement on the same or modified terms.” Not only does Groedel cite no Ohio authority for this proposition, but it also misstates the proposition as referenced by the Southern District of Ohio in *Neely v. Crown Solutions Co., LLC*, 2013 U.S. Dist. LEXIS 162958 (S.D Ohio Nov. 15, 2013). The *Neely* Court noted that

when an agreement *expires* by its terms, if, without more, the parties continue to perform as therefore an implication arises that they have mutually assented to a new contract containing the same provisions as the old. . . . Furthermore, neither party clearly and manifestly indicated, through words or conduct, that it no longer wished to be bound by the Agreement.

(Cleaned up and emphasis added.) *Neely* at * 28-29. In this case, we are addressing a terminated agreement not an agreement that expired by its own terms. And

moreover, Groedel's Termination Letter clearly and manifestly indicates that it no longer wished to be bound by the agreement. Therefore, *Neely* is distinguishable and has no application to the facts of this case. Assignments of error Nos. 2 and 5 are overruled.

Assignments of Error Nos. 3 and 4

{¶ 25} In both assignments of error Nos. 3 and 4, Groedel challenges the amount of reasonable attorney fees awarded to it under the theory of quantum meruit. In assignment of error No. 3, Groedel argues that the trial court erred in failing to award it the full contingency fee set forth in either of the legal fees agreements as the reasonable value of its services. In assignment of error No. 4, Groedel asserts that the trial court's award is against the manifest weight of the evidence.

{¶ 26} Neither party challenges the trial court's finding that Groedel is entitled to reasonable attorney fees for its legal services rendered to Laraway under the theory of quantum meruit. Rather, Groedel contends that the amount that the trial court awarded to it is wrong. Thus, our focus under these assignments of error will be on whether the trial court determined the amount of reasonable attorney fees in accordance with Ohio law. For the following reasons, we conclude that it did not.

Standard of Review

{¶ 27} An appellate court reviews a trial court's award of attorney fees on a quantum meruit basis for an abuse of discretion. *Dickson & Campbell L.L.C. v. Marshall*, 2018-Ohio-2233, ¶ 10 (8th Dist.); see also *Reid v. Lansberry*, 68 Ohio

St.3d 570, 577 (1994). “An abuse of discretion occurs when a court exercises ‘its judgment, in an unwarranted way, in regard to a matter over which it has discretionary authority.’” *Johnson*, 2021-Ohio-3304, at ¶ 35. However, no court “has the authority, within its discretion, to commit an error of law.” *Id.* at ¶ 38, quoting *State v. Boles*, 2010-Ohio-278, ¶ 26 (2d Dist.). Simply put, “courts lack the discretion to make errors of law.” *Id.* at ¶ 39.

Measure of Reasonable Attorney Fees Under Quantum Meruit

{¶ 28} Quantum meruit “‘is a doctrine derived from the natural law of equity, the basic concept of which is that no one should be unjustly enriched who benefits from the services of another. In order to prevent such an unjust enrichment, the law implie[s] a promise to pay a reasonable amount for the services rendered and even for materials furnished, in the absence of a specific contract.’” *Peiffer Wolf Carr Kane Conway & Wise, APLC v. Washington*, 2025-Ohio-4839, ¶ 45 (8th Dist.), quoting *Sonkin & Melena Co., L.P.A. v. Zaransky*, 83 Ohio App.3d 169, 175 (8th Dist. 1992). Quantum meruit “‘literally translated means as much as he deserves.’” *Id.* at ¶ 56, quoting *Natl. City Bank v. Fleming*, 2 Ohio App.3d 50, 57 (8th Dist. 1981). “‘An action in quantum meruit involves the application of equitable principles to the facts and circumstances.’” *Id.*, quoting *id.* at 58.

{¶ 29} “‘In the absence of an express contract, an attorney can recover the reasonable value of services rendered on the basis of quantum meruit.’” *Washington* at ¶ 45, quoting *Shearer v. Creekview Broadview Hts. Homeowners’ Assn.*, 2010-Ohio-5786, ¶ 14 (8th Dist.), citing *Baer v. Woodruff*, 111 Ohio App.3d

617, 620 (10th Dist. 1996); *Lillie & Holderman v. Dimora*, 2013-Ohio-3431, ¶ 6 (8th Dist.). “A trial court must determine whether attorney fees are reasonable based upon the actual value of the necessary services performed by the attorney and evidence must exist in support of the court’s determination.” *Lillie & Holderman* at ¶ 8, citing *Koblentz & Koblentz v. Summers*, 2011-Ohio-1064, ¶ 9 (8th Dist.), citing *In re Hinko*, 84 Ohio App.3d 89, 95 (8th Dist. 1992). Stated differently,

[g]enerally, a party who establishes his [or her] right to be compensated on quantum meruit should recover only as much as he [or she] reasonably deserves for his [or her] services, and no more. Thus, the amount which he [or she] can recover on quantum meruit is subject to a double limitation: (1) plaintiff cannot recover more than the actual value of the services rendered for defendant, including the value of materials and fair profit if and when applicable; and (2) plaintiff cannot recover more than the amount defendant was enriched by his [or her] rendering of services,

Thomas & Boles v. Burns, 1994 Ohio App. LEXIS 1390, *21 (8th Dist. Mar. 31, 1994).

{¶ 30} There exists a plethora of caselaw discussing numerous factors that a trial court should consider when determining the reasonable value of an attorney’s services under the theory of quantum meruit. Courts often state the relevant factors as ““(1) time and labor, novelty of issues raised, and necessary skill to pursue the course of action; (2) customary fees in the locality for similar legal services; (3) result obtained; and (4) experience, reputation and ability of counsel.”” *Lillie & Holderman* at ¶ 8, quoting *Koblentz & Koblentz* at ¶ 9, quoting *Pyle v. Pyle*, 11 Ohio App.3d 31, 35 (8th Dist. 1983). “Additional relevant considerations include the recovery sought, the skill demanded, the results obtained, and the attorney-client relationship itself.” *Reid*, 68 Ohio St.3d at 576. Courts also often consider the

factors as outlined by the Code of Professional Responsibility, DR 2-106(B), and Code of Conduct Rule 1.5 that provide guidelines for determining the reasonableness of attorney fees as follows:

- (1) The time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly.
- (2) The likelihood, if apparent to the client, that the acceptance of the particular employment will preclude other employment by the lawyer.
- (3) The fee customarily charged in the locality for similar legal services.
- (4) The amount involved and the results obtained.
- (5) The time limitations imposed by the client or by the circumstances.
- (6) The nature and length of the professional relationship with the client.
- (7) The experience, reputation, and ability of the lawyer or lawyers performing the services.
- (8) Whether the fee is fixed or contingent.

Lasher v. Haskins, 1998 Ohio App. LEXIS 2187, *10-11 (9th Dist. May 20, 1998); *Roux v. Lonardo*, 1991 Ohio App. LEXIS 4125, * 5-7 (11th Dist. Aug. 30, 1991); *Reid* at 577; *Dickson & Campbell L.L.C.*, 2018-Ohio-2233, at ¶ 10 (8th Dist.); *Lustig v. Heyman*, 1980 Ohio App. LEXIS 13723, *6 (8th Dist. Jan. 17, 1980).

Analysis

{¶ 31} In this case, the trial court determined Groedel's award of reasonable attorney fees solely by multiplying Groedel's hourly rate by the number of hours of work accrued. However, the key takeaway from our review of the applicable caselaw

demonstrates that courts consider a *number* of factors beyond a mere multiplication of an hourly rate by an amount of hours worked. Indeed, there is persuasive authority supporting a conclusion that a trial court commits error as a matter of law when only calculating an attorney's hourly rate by the numbers of hours accrued. *See Roux* at *8, citing *Swanson v. Swanson*, 48 Ohio App.2d 85, 91-92 (8th Dist. 1976) (both holding that simply multiplying the number of hours worked by their hourly rate is legally deficient as a matter of law); *Reid* at 576 (stating the number of hours worked by the attorney . . . is only one factor to be considered). Accordingly, we find that the trial court erred in its determination of the amount of reasonable attorney fees owed to Groedel under a theory of quantum meruit.

{¶ 32} Groedel argues that the January 2023 Agreement (or the October 2022 Agreement) providing for a contingency fee of 40% or 35% respectively should provide the basis for what constitutes its reasonable attorney fees. Groedel relies on the Ohio Supreme Court decision in *Fox & Assocs., Co. v. Purdon*, 44 Ohio St.3d 69 (1989), wherein the Court stated, in the context of a contingency attorney, “an attorney who substantially performs under the contract may be entitled to the full price of the contract in the event of discharge ‘on the courthouse steps’ or just prior to settlement.” *Id.* at 72. However, the Court subsequently clarified this language to mean “even if an attorney is discharged without cause, and even if a contingent fee agreement is in effect at the time of the discharge, the discharged attorney recovers on the basis of quantum meruit, and not pursuant to the terms of the agreement.” *Reid* at 573; *see also Renner v. Siegel*, 2015-Ohio-1839, ¶ 24 (8th

Dist.); *Oliver v. Groedel*, 2023-Ohio-275, ¶ 62 (7th Dist.); *Lorain Cty. Treasurer v. Elyria Sav. & Trust*, 1996 Ohio App. LEXIS 2318, *8-9 (9th Dist. June 5, 1996) (refers to language in *Fox* as dicta and noting clarification by *Reid*). Therefore, we find that *Fox* does not entitle Groedel to an award of reasonable attorney fees pursuant to either agreement. That being said, courts may still refer to a contingency agreement as “guidance” in determining what is reasonable. *Oliver* at ¶ 68; *Law Offices of Russell A. Klein v. Selby*, 2017-Ohio-8239, ¶ 30 (10th Dist.); Prof.Cond.R. DR 2-106(B)(8).

{¶ 33} In conclusion, while we do not conclude that Groedel is entitled as a matter of law to an amount of reasonable attorney fees consistent with its terminated contingency fee agreement, we do find that the trial court erred in its measure of what constitutes a reasonable attorney fee in this matter. As demonstrated in its Bench Trial Verdict and Order, the trial court measured the amount of reasonable attorney fees owed to Groedel solely on a multiplication of Groedel’s hourly rate and the number of hours worked. Based on the authority above, we conclude that the trial court erred in doing so. The applicable legal authority consistently demonstrates that a number of factors should be considered by the court when determining what constitutes a reasonable attorney fee award under the theory of quantum meruit.

{¶ 34} Accordingly, we sustain assignment of error No. 3 and this matter is remanded to the trial court to measure the amount of reasonable attorney fees owed to Groedel under the theory of quantum meruit and in doing so the trial court is to

consider the multiple factors outlined above in light of the facts of this case. Based on our resolution of assignment of error No. 3, assignment of error No. 4 is moot.

{¶ 35} Judgment affirmed in part, reversed in part, and remanded.

It is ordered that appellant and appellee share the costs herein taxed.

The court finds there were reasonable grounds for this appeal.

It is ordered that a special mandate issue out of this court directing the common pleas court to carry this judgment into execution.

A certified copy of this entry shall constitute the mandate pursuant to Rule 27 of the Rules of Appellate Procedure.

MICHELLE J. SHEEHAN, ADMINISTRATIVE JUDGE

MICHAEL JOHN RYAN, J., and
DEENA R. CALABRESE, J., CONCUR