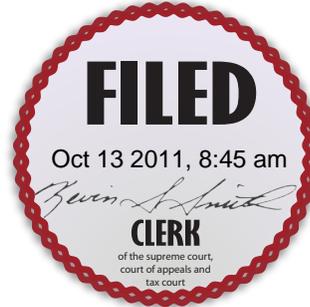


**Pursuant to Ind. Appellate Rule 65(D), this Memorandum Decision shall not be regarded as precedent or cited before any court except for the purpose of establishing the defense of res judicata, collateral estoppel, or the law of the case.**



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**IN THE  
COURT OF APPEALS OF INDIANA**

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METRO HEALTH PROFESSIONALS, INC., )  
 )  
Appellant-Plaintiff, )

vs. )

No. 06A01-1105-CT-214

CARMEL CHRYSLER JEEP DODGE INC., )  
d/b/a CHAMPION CHRYSLER JEEP DODGE, )  
 )  
Appellee-Defendant. )

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APPEAL FROM THE BOONE SUPERIOR COURT  
The Honorable Matthew C. Kincaid, Judge  
Cause No. 06D01-0707-CT-286

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**October 13, 2011**

**MEMORANDUM DECISION - NOT FOR PUBLICATION**

**BRADFORD, Judge**

Appellant-Plaintiff Metro Health Professionals, Inc. (“Metro Health”) appeals from the trial court’s order awarding judgment in its favor in the amount of \$5795, including \$3500 in attorney’s fees. Metro Health contends on appeal that the trial court abused its discretion in awarding \$3500 in attorney’s fees rather than the \$37,737.50 requested by Metro Health. We affirm.

### **FACTS AND PROCEDURAL HISTORY**

On July 2, 2007, Metro Health filed a two-count complaint against that Appellee-Defendant Carmel Chrysler Jeep Dodge, Inc. d/b/a, Champion Chrysler Jeep Dodge (“Carmel Chrysler”) alleging that Carmel Chrysler had committed criminal conversion and fraud. On October 31, 2007, Metro Health filed an amended three-count complaint against Carmel Chrysler, in which Metro Health restated its conversion and fraud claims and added the allegation that Carmel Chrysler had violated the Indiana Deceptive Consumer Sales Act (“IDCSA”). On July 3, 2008, Carmel Chrysler filed an “Offer of Judgment in the total amount of \$5,598.00 to resolve all claims.” Appellant’s App. p. 40. In making this offer, Carmel Chrysler explicitly stated that it was not admitting fault. Metro Health rejected Carmel Chrysler’s offer of judgment.

On March 1, 2011, the trial court conducted a bench trial at the beginning of which counsel for Metro Health informed the trial court that it was dismissing its claim that Carmel Chrysler committed fraud. Following trial, the trial court determined that Metro Health had failed to prove that Carmel Chrysler had committed criminal conversion and that Carmel Chrysler had been unjustly enriched in the sum of \$1659. The trial court also determined that

Carmel Chrysler “did not comply with the Indiana Code’s provision on document fees [Indiana Code section 9-23-3-6.5] in that the document fee of \$300.75 was a fee that was part of the transaction that resulted in the replacement of [Metro Health’s] 2005 Jeep Grand Cherokee with a 2007 Jeep Commander[,]” that Carmel Chrysler’s noncompliance with Indiana Code section 9-23-3-6.5 amounted to an uncured deceptive act under Indiana Code section 24-5-0.5-4, that Metro Health sustained less than \$500 in pecuniary loss as a result of Carmel Chrysler’s noncompliance, and that Metro Health was “entitled to \$500.00 dollars plus reasonable attorney fees associated with the recovery of that \$500.00.” Appellant’s App. p. 13. The trial court further found that Metro Health did not prove that Carmel Chrysler’s actions were willful, and as a result, Metro Health was “not entitled to increased damages for a willfully deceptive act.” Appellant’s App. p. 14.

On March 14, 2011, counsel for Metro Health submitted an “Affidavit of Attorney Fees” in which Metro Health requested attorney’s fees of \$37,737.50. On March 28, 2011, Carmel Chrysler filed a response to Metro Health’s request in which Carmel Chrysler argued that Metro Health’s request for \$37,737.50 in attorney’s fees was unreasonable. On April 20, 2011, the trial court awarded Metro Health \$5795, which included \$3500 in attorney’s fees. This appeal follows.

### **DISCUSSION AND DECISION**

Metro Health contends that the trial court abused its discretion in awarding it \$3500 in attorney’s fees, arguing that the trial court should have awarded it the full \$37,737.50 allegedly incurred by its counsel. Specifically, Metro Health claims that the trial court

abused its discretion only awarding it \$3500 in attorney's fees because neither the reasons advanced by Carmel Chrysler nor the record support the reduction of its fee award. Metro Health also claims that the trial court abused its discretion because it did not explain its reasoning for awarding Metro Health the substantially reduced amount.

In reviewing a trial court's award of attorney's fees, we apply an abuse of discretion standard. *Weiss v. Harper*, 803 N.E.2d 201, 208 (Ind. Ct. App. 2003) (citing *Mason v. Mason*, 775 N.E.2d 706, 711 (Ind. Ct. App. 2002)). A trial court has wide discretion in awarding attorney's fees, and we will reverse such an award only if it is clearly against the logic and effect of the facts and circumstances before the court. *Id.* In awarding one party attorney's fees, trial court need not cite the reasons for its determination. *Bean v. Bean*, 902 N.E.2d 256, 266 (Ind. Ct. App. 2009). The fact that the same circumstances might justify a different outcome does not permit the substitution of this court's judgment for that of the trial court. *W. Cent. Conservancy Dist. v. Burdett*, 920 N.E.2d 699, 702 (Ind. Ct. App. 2010). Therefore, in the absence of an affirmative showing of error or abuse of discretion we must affirm the trial court's order. *Campbell v. El Dee Apartments*, 701 N.E.2d 616, 622 (Ind. Ct. App. 1998).

In imposing an award of attorney's fees, the trial court may look at the responsibility of the parties in incurring the attorney's fees. *Weiss*, 803 N.E.2d at 208. The trial judge may also have personal expertise that he or she may use when determining reasonable attorneys fees. *Id.* Additional factors to be considered in determining the reasonableness of a fee include:

- (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 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; and
- (8) whether the fee is fixed or contingent.

*Id.* (citing Ind. Professional Conduct Rule 1.5(a)).

In the instant matter, Metro Health claims that the trial court abused its discretion in awarding it only \$3500 in attorney's fees because the trial court failed to explain its reasoning for awarding the substantially reduced amount. However, a trial court does not abuse its discretion merely because it fails to cite the reasons relating to a decision to award attorney's fees. *See Whited v. Whited*, 859 N.E.2d 657, 665 (Ind. 2007); *Bean*, 902 N.E.2d at 266. Accordingly, we conclude that the trial court did not abuse its discretion in this regard.

Metro Health also claims that the trial court abused its discretion only awarding it \$3500 in attorney's fees because neither the reasons advanced by Carmel Chrysler nor the record support the reduction of its fee award. We disagree. Upon review, the record reveals that the trial court determined that Metro Health was "entitled to \$500.00 dollars plus reasonable attorney fees associated with the recovery of that \$500.00." Appellant's App. p. 13. Counsel for Metro Health claims to have spent 149.2 hours working on the case. However, it is unreasonable to believe that all of the 149.2 hours related to or were associated with the recovery of the \$500. The trial court reviewed the detailed summary of services

provided to Metro Health submitted by counsel and determined that \$3500 was reasonable to compensate counsel for the work he completed relating to his recovery of \$500 for his client.

In addition, counsel for Metro Health has failed to show how all 149.2 hours related to the recovery of \$500 for his client or that \$37,737.50 represents “reasonable” fees for a \$500 recovery. As such, Metro Health has failed to convince us that the trial court’s decision to award Metro Health \$3500 in attorney’s fees for services completed in connection with the recovery of the \$500 is clearly against the logic and effect of the facts and circumstances before the court. In fact, we conclude that counsel’s request for \$37,737.50 in attorney’s fees for work completed in connection with the recovery of \$500 to be utterly unreasonable. Accordingly, we conclude that the trial court did not abuse its discretion in this regard and affirm the judgment of the trial court awarding Metro Health \$3500 in attorney’s fees.<sup>1</sup>

The judgment of the trial court is affirmed.

ROBB, C.J., and BARNES, J., concur.

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<sup>1</sup> Additionally, we note that Metro Health seeks attorney’s fees for this appeal. However, a party is entitled to appellate fees only if they have been successful on appeal. *See Brown v. Brown*, 776 N.E.2d 394, 398 (Ind. Ct. App. 2002), *trans. denied*. Therefore, since Metro Health has not been successful in its appeal, we deny its request.