

ROGER NOVILLO	*	NO. 2026-CA-0308
VERSUS	*	
OMNI HOTELS	*	COURT OF APPEAL
MANAGEMENT	*	FOURTH CIRCUIT
CORPORATION, PARKING	*	
MANAGEMENT SERVICES,		STATE OF LOUISIANA
INC., AND JOHN DOE	*****	

APPEAL FROM
CIVIL DISTRICT COURT, ORLEANS PARISH
NO. 2018-07323, DIVISION “C-10”
Hon. Sidney H. Cates, Judge

Judge Nakisha Ervin-Knott

(Court composed of Judge Daniel L. Dysart, Judge Paula A. Brown, Judge Nakisha Ervin-Knott)

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AFFIRMED
OCTOBER 15, 2026

Intervenor-Appellant, Danatus N. King (“Mr. King”), appeals the December 23, 2025 judgment of the district court, as amended by the January 14, 2026 amended judgment, which denied Danatus N. King & Associates and Mr. King’s (collectively, “the King-Intervenors”) motion to enforce contingent fee contract (“motion to enforce”) and apportioned to them ten percent of the single contingency fee generated by the \$1,371,000.00 settlement of the underlying personal injury litigation. After consideration of the record before this Court and applicable law, we affirm.

FACTUAL AND PROCEDURAL HISTORY

This dispute involves a fee dispute between successor and predecessor counsel in a personal injury action. On July 26, 2017, Roger Novillo (“Mr. Novillo”), then a resident of West Palm Beach, Florida, was injured in a pedestrian collision involving a vehicle driven by an employee of the Omni Hotel. On August 17, 2017, Mr. Novillo contacted the King-Intervenors, and by written contract dated August 21, 2017, he retained the King-Intervenors to represent him in exchange for a forty percent contingency fee.

Mr. King investigated the claim, identified Omni Hotels Management Corporation (“OHMC”) and Parking Management Services, Inc. (“PMS”) as potentially liable parties, and notified them of his representation. Because Mr. Novillo did not wish to use his own insurance to pay for medical care, Mr. King devoted considerable effort to identifying healthcare providers in Florida who would treat Mr. Novillo on a lien basis, executing letters of protection, monitoring his treatment – which included trigger-point injections, lumbar epidural steroid injections, magnetic resonance imaging, and a neurosurgical consultation – and assisting him with housing and litigation-funding inquiries. On July 25, 2018, the King-Intervenors filed a petition for damages on Mr. Novillo’s behalf against OHMC, PMS, and John Doe. Thereafter, Mr. King responded to the defendants’ interrogatories and requests for production, evaluated and refused OHMC’s requests that it be dismissed from the suit, granted OHMC an extension to answer, fielded an initial settlement inquiry in August 2018, began assembling medical records for settlement purposes, researched the logistics of Mr. Novillo’s deposition, and, on February 14, 2019, retained a life care planner. Mr. King’s own time ledger reflects twenty-three hours of work on the file over the approximately eighteen months of his representation, roughly two-thirds of it pre-suit.

On February 20, 2019, Mr. Novillo sent Mr. King an email terminating the representation and requesting his file. The email expressed Mr. Novillo’s dissatisfaction with the handling of his case, including the inability to identify a urologist to complete his evaluation, the expectation that he travel and advance costs while nearly homeless, and what he perceived as a lack of progress despite numerous calls. The same day, Mr. Novillo entered into a contingency fee contract with the law firm of Scott, Vicknair, Hair & Checki, LLC, now known as Scott Vicknair,

LLC (“Scott Vicknair”), which formally enrolled in the suit on March 20, 2019. Davis Goldman, PLLC (“Davis Goldman”), of Miami, Florida, served as co-counsel under an agreement entitling it to 17.5% of the total contingency fee. Mr. King copied his 565-page file on March 1, 2019, and delivered the original file to Scott Vicknair on March 7, 2019. On June 27, 2019, Mr. King filed and recorded his contingency fee contract in the court record pursuant to La. R.S. 37:218.¹

Over the next five years and eight months, Scott Vicknair litigated the case and performed the following tasks:

- Issued written discovery to both defendants and reviewed their responses;
- Retained Elizabeth Martina to prepare a life care plan and vocational rehabilitation evaluation and Randolph G. Rice to prepare an economist report;
- Coordinated Mr. Novillo’s treatment among at least a dozen medical providers through a surgical hernia repair, a left shoulder arthroscopy, bilateral shoulder and sacroiliac joint injections, two microdiscectomies, a surgical complication, and physical therapy;

¹ Louisiana Revised Statutes 37:218 states:

A. By written contract signed by his client, an attorney at law may acquire as his fee an interest in the subject matter of a suit, proposed suit, or claim in the assertion, prosecution, or defense of which he is employed, whether the claim or suit be for money or for property. Such interest shall be a special privilege to take rank as a first privilege thereon, superior to all other privileges and security interests under Chapter 9 of the Louisiana Commercial laws. In such contract, it may be stipulated that neither the attorney nor the client may, without the written consent of the other, settle, compromise, release, discontinue, or otherwise dispose of the suit or claim. Either party to the contract may, at any time, file and record it with the clerk of court in the parish in which the suit is pending or is to be brought or with the clerk of court in the parish of the client's domicile. After such filing, any settlement, compromise, discontinuance, or other disposition made of the suit or claim by either the attorney or the client, without the written consent of the other, is null and void and the suit or claim shall be proceeded with as if no such settlement, compromise, discontinuance, or other disposition has been made.

B. The term “fee”, as used in this Section, means the agreed upon fee, whether fixed or contingent, and any and all other amounts advanced by the attorney to or on behalf of the client, as permitted by the Rules of Professional Conduct of the Louisiana State Bar Association.

- Obtained and reviewed treating physician expert reports;
- Prepared for and attended Mr. Novillo's deposition;
- Prepared the comprehensive settlement demand; and
- Conducted settlement negotiations with defense counsel.

Scott Vicknair also negotiated \$427,212.45 in medical liens from twenty-two providers down to \$178,968.28 – a reduction of nearly fifty-eight percent. Scott Vicknair attorneys and case managers recorded 575.8 hours on the matter, in addition to approximately 125 hours contributed by Davis Goldman. On October 21, 2024, the litigation concluded in a settlement of \$1,371,000.00, generating a single forty percent contingency fee of \$548,400.00.

Following the settlement, Scott Vicknair contacted Mr. King in an effort to resolve the division of the fee amicably. Mr. King, whose documented time on the file was twenty-three hours over approximately a year and a half, responded that he “had the case for seven years” and initially demanded seventy percent of the fee, later escalated his demand to one hundred percent, and ultimately reduced it to fifty percent. When resolution efforts failed, on March 7, 2025, the King-Intervenors filed their motion to enforce pursuant to La. R.S. 37:218, averring that they were entitled to the full forty percent of the gross settlement under the contract with Mr. Novillo. Scott Vicknair opposed the motion, agreeing that the King-Intervenors were entitled to an apportionment but disputing their entitlement to the full contingency.

In advance of the hearing on the motion, Mr. King noticed the depositions of Scott Vicknair's witnesses – David Vicknair (“Mr. Vicknair”), Hope Hughes (“Ms. Hughes”), and Aaron Davis (“Mr. Davis”) – with requests that the deponents produce broad categories of documents from Mr. Novillo's client file, including all

documents relating to the tasks performed, the identities of the personnel who performed them, time sheets and billing records, and the approximately 125 hours claimed by co-counsel. At the depositions, counsel for Scott Vicknair instructed the witnesses not to produce the client-file materials on the ground of Mr. Novillo's attorney-client privilege. The King-Intervenors filed a motion to compel and a motion in limine. Following a July 3, 2025 hearing, the district court deferred ruling on the motion in limine until trial and denied the motion to compel in substantial part, suggesting a protective order that resulted in a limited production of relevant, non-privileged materials with confidential client information redacted. The King-Intervenors applied to this Court for supervisory review of that ruling; the writ application was denied by decrees dated July 31, 2025 and August 1, 2025.

In support of its opposition to the motion to enforce, Scott Vicknair submitted time summaries for itself and for Davis Goldman. The summaries were not created contemporaneously; they were prepared in May 2025 from time records, emails, the recollections of the attorneys and staff, and a review of the client file covering approximately six years. In their motion in limine and at trial, the King-Intervenors objected to the summaries and February 20, 2019 termination email on hearsay, authentication, and privilege grounds. The district court overruled those objections and admitted the termination email and time summaries, while sustaining certain privilege, medical records, and hearsay objections to exhibits offered by the King-Intervenors. The district court sealed the record and advised that it would give the materials "whatever weight it deserves."

The motion to enforce came for hearing on September 30, 2025. Mr. King appeared on behalf of the King-Intervenors and testified; Mr. Vicknair and Ms. Hughes appeared for Scott Vicknair. During his testimony, Mr. King conceded that

he did not keep a comprehensive record of the time he spent on the file. At the conclusion of the hearing, the district court took the matter under advisement.

On December 23, 2025, the district court signed a judgment with incorporated reasons. Relying on *Smith v. Westside Transit Lines, Inc.*, 313 So. 2d 371 (La. App. 4 Cir. 9/11/75), the district court made several observations: (1) an attorney dismissed for good cause is relegated to a quantum meruit recovery rather than the full contractual contingency; (2) the client cannot be charged two fees; and (3) if the King-Intervenors' forty percent contract was enforced in full, they "would receive an unreasonable, unearned, and excessive fee for the time spent and services performed on Mr. Novillo's file compared to the time and expertise [Scott Vicknair] spent on the file for the five plus years that ultimately produced its conclusion." The district court denied the motion to enforce as prayed and decreed that \$54,840.00, ten percent of the total fee, "is an appropriate fee apportionment for the services rendered by [the King-Intervenors] at the onset of this litigation." On January 9, 2026, Mr. King filed an ex parte motion to designate judgment as final for purposes of appeal, and the district court signed an amended judgment on January 14, 2026, designating the December 23, 2025 judgment as final and appealable. Thereafter, on February 11, 2026, Mr. King filed a motion for devolutive appeal, and the order of appeal was signed on March 2, 2026. This timely appeal followed.

ASSIGNMENTS OF ERROR

On appeal, Mr. King asserts four assignments of error: (1) the district court erred in denying Appellant's motion to compel; (2) the district court erred in denying Appellant's motion in limine; (3) the district court erred in applying the *Smith* factors; and (4) the district court erred in calculating the amount of attorney's fees due Appellant.

STANDARD OF REVIEW

Mr. King's first two assignments of error challenge the district court's discovery and evidentiary rulings. "A trial court has broad discretion in ruling on pre-trial discovery, and an appellate court should not upset such a ruling absent an abuse of that discretion." *King v. Phelps Dunbar, L.L.P.*, 2001-1735, p. 7 (La. App. 4 Cir. 4/2/03), 844 So. 2d 1012, 1017 (citation omitted). The same standard governs the admission or exclusion of evidence. *Jones v. Peyton Place, Inc.*, 1995-0574, pp. 11-12 (La. App. 4 Cir. 5/22/96), 675 So. 2d 754, 763. According to La. C.E. art. 103(A), an "error may not be predicated upon a ruling which admits or excludes evidence unless a substantial right of the party is affected." *Cipolla v. Cox Commc'ns La., LLC*, 2019-0509, p. 6 (La. App. 4 Cir. 8/5/20), 305 So. 3d 911, 916. "The proper inquiry for determining whether a party was prejudiced by a [district] court's alleged erroneous ruling is whether the alleged error, when compared to the entire record had a 'substantial effect' on the outcome of the case." *Id.* (citing *Roger v. Dufrene*, 1997-1946, p. 6 (La. App. 4 Cir. 9/9/98), 718 So. 2d 592, 596).

Mr. King's remaining assignments, the application of *Smith* and the calculation of the fee, challenge factual determinations. A district court's apportionment of a contingency fee between successive attorneys is a factual finding subject to manifest error review. *Osborne v. Vulcan Foundry, Inc.*, 1996-1849, p. 3 (La. App. 4 Cir. 9/3/97), 699 So. 2d 492, 494; *Guillot v. DaimlerChrysler Corp.*, 2012-0888, p. 5 (La. App. 4 Cir. 4/15/13), 113 So. 3d 507, 511. Under that standard, the issue is not whether this Court would have weighed the evidence differently, but whether a reasonable factual basis exists in the record for the finding and whether the finding is clearly wrong. *Rosell v. ESCO*, 549 So. 2d 840, 844 (La. 1989). Where

two permissible views of the evidence exist, the factfinder's choice between them cannot be manifestly erroneous. *Id.*

DISCUSSION

Assignment of Error No. 1: Denial of the Motion to Compel

As his first assignment of error, Mr. King contends that the district court abused its discretion in refusing to compel production of the withheld client-file materials. His argument proceeds in three steps: (1) the materials were relevant to the fee apportionment; (2) Scott Vicknair waived any privilege by producing time summaries and litigating the fee; and (3) the witnesses' review of file materials to prepare those summaries entitled him to the underlying documents under La. C.E. art. 612. Each step fails on the same ground – the privilege at issue belongs to Mr. Novillo, and nothing in this record establishes that he waived it.

Louisiana permits discovery of any matter, not privileged, that is relevant to the subject matter of the pending action. La. C.C.P. art. 1422. The attorney-client privilege protects confidential communications made for the purpose of facilitating the rendition of professional legal services to the client. La. C.E. art. 506(B). The client is the holder of the privilege and possesses the sole authority to waive it, although a lawyer is presumed to have authority to claim the privilege on behalf of a client, former client, or deceased client. La. C.E. art. 506(D); *Succession of Smith v. Kavanaugh, Pierson & Talley*, 513 So. 2d 1138, 1143 (La. 1987).

In this case, the mere fact that the King-Intervenors sought documents potentially relevant to a fee dispute did not automatically entitle them to wholesale production of the litigation file of Scott Vicknair's former client. Scott Vicknair asserted the attorney-client privilege of its former client, which it was obligated to protect absent a client waiver or a court order. The existence of a protective order,

or the sealing of the record, governs the manner of disclosure; it does not transform privileged material into discoverable material. *See* La. C.C.P. art. 1426.

Equally without merit is the waiver argument as Scott Vicknair's production of selected documents did not effect a waiver of the privilege as to the remainder of the client file. Under La. C.E. art. 502(A), waiver requires a voluntary disclosure, or consent to disclosure, of a significant part of the privileged matter by the holder. The unfairness-based exceptions that Mr. King invokes – partial disclosure, pretrial partial disclosure, and the placing of privileged communications at issue – are narrow. *Succession of Smith*, 513 So. 2d at 1143-46. Relevance alone does not waive the privilege; a claim or defense waives the privilege only when it inevitably requires the introduction of a privileged communication at trial. *Id.* at 1146. Scott Vicknair produced the operative, non-privileged materials bearing on the fee dispute – the time summaries and time records, the co-counsel agreement, and testimony concerning the nature and extent of the work performed – while withholding confidential attorney-client communications, medical information, and settlement materials belonging to Mr. Novillo. Production of non-privileged materials does not waive privilege over a different category of protected documents.

Mr. King's reliance on *Freeman v. Phillips 66 Co.*, 2016-0247 (La. App. 4 Cir. 12/21/16), 208 So. 3d 437, is misplaced. There, the plaintiff himself introduced his attorney's correspondence into evidence. *Id.* at pp. 6-7, 208 So. 3d at 442. Conversely, no comparable voluntary disclosure by the privilege holder occurred in this matter. Further, Mr. King's suggestion that the withheld file might reveal unethical solicitation, echoing the policy concerns of *Saucier v. Hayes Dairy Products, Inc.*, 373 So. 2d 102, 118 (La. 1979)(on rehearing), supplies no basis to

pierce the privilege. *Saucier* allocates fees between successive attorneys; it does not create an exception to the client's privilege.

Louisiana Code of Evidence Article 612 does not compel a different result. The rule entitles an adverse party to production of a writing used before or during testimony to refresh a witness's memory "for the purpose of testifying," and then only to "those portions which relate to the testimony of the witness," subject to the court's authority to examine the material in camera and excise unrelated portions. La. C.E. art. 612(A),(C). The King-Intervenors received the time summaries themselves – the writings the witnesses actually used – and Mr. King deposed Mr. Vicknair, Ms. Hughes, and Mr. Davis at length concerning how the summaries were prepared, then cross-examined them at trial. Article 612 is not a key that opens the door to an entire privileged client file because witnesses consulted file materials to reconstruct conservative time estimates. On this record, the district court's refusal to compel wholesale production of the former client's file was well within its broad discretion, and Mr. King has not demonstrated that the ruling impaired the King-Intervenor's ability to test the accuracy of the claimed time. Accordingly, this assignment of error lacks merit.

Assignment of Error No. 2: Denial of the Motion in Limine – the Termination Email and the Time Summaries

Second, Mr. King asserts that the district court abused its discretion in denying their motion in limine and admitting, over the hearsay and privilege objections, the February 20, 2019 termination email and the Scott Vicknair and Davis Goldman time summaries. Further, Mr. King complains that the district court's evidentiary rulings were inconsistent – sustaining privilege and hearsay objections to the King-Intervenors' exhibits while overruling their objections to Scott Vicknair's exhibits.

The termination email was not admitted for an impermissible hearsay purpose. A statement is not hearsay unless it is offered to prove the truth of the matter asserted. La. C.E. art. 801(C). The email was independently relevant to establish the fact and date of the termination, the reasons the client communicated at the time, and Mr. Novillo's then-existing dissatisfaction, intent, and motive in ending the representation. These circumstances are squarely relevant to the fee apportionment and admissible under La. C.E. art. 803(3).² To the extent the email contained assertions whose truth was disputed, that dispute went to the weight the district court, sitting as factfinder, assigned the exhibit, not to its admissibility.

The time summaries were also properly admitted. To the extent they summarized voluminous file activity that could not conveniently be examined in court, they were admissible as summaries under La. C.E. art. 1006.³ Mr. Vicknair, the managing partner, testified to the work performed by his firm on the Novillo matter. His testimony was not hearsay, and the summary he supervised was relevant to the central issue in the fee dispute, the amount and value of the work performed.

² Louisiana Code of Evidence Article 803(3) provides:

The following are not excluded by the hearsay rule, even though the declarant is available as a witness:

...

(3) Then existing mental, emotional, or physical condition. A statement of the declarant's then existing state of mind, emotion, sensation, or physical condition (such as intent, plan, motive, design, mental feeling, pain, and bodily health), offered to prove the declarant's then existing condition or his future action. A statement of memory or belief, however, is not admissible to prove the fact remembered or believed unless it relates to the execution, revocation, identification, or terms of declarant's testament.

³ Louisiana Code of Evidence Article 1006 states, "The contents of otherwise admissible voluminous writings, recordings, or photographs which cannot conveniently be examined in court may be presented in the form of a chart, summary, or calculation. The originals, or duplicates, shall be made available for examination or copying, or both, by other parties at a reasonable time and place. The court may order that they be produced in court."

The King-Intervenors' complaints – that the summaries were reconstructed rather than contemporaneous, that a law clerk compiled entries attributable to former attorney Jennifer Green, and that the entries reflected estimates – attack the reliability and weight of the evidence, not its categorical admissibility. The King-Intervenors possessed the summaries before trial. Additionally, Mr. King deposed the preparing witnesses for hours, cross-examined them at trial, and argued the weaknesses to the factfinder. The district court expressly reserved the weight determination for itself.

Mr. King's claimed inconsistency argument is equally unpersuasive. The district court drew principled, context-specific distinctions between live testimony about the fact and extent of medical treatment – relevant to the value of the underlying case – and documentary medical records containing confidential patient information; and between non-privileged summaries of work performed and the privileged client communications underlying them. Treating different categories of evidence differently, under different rules, is the district court's gatekeeping function, not reversible inconsistency. Finally, even were any of these rulings erroneous, Mr. King has not shown that they affected a substantial right or had a substantial effect on the outcome. La. C.E. art. 103(A); *Roger*, 1997-1946, p. 6, 718 So. 2d at 596. The fee allocation rested on the live testimony, Mr. King's twenty-three-hour ledger, the undisputed duration of each firm's representation, and the result obtained. Therefore, this assignment of error lacks merit.

Assignment of Error No. 3: Application of Smith and the Termination-for-Cause Finding

Next, as his third assignment of error, Mr. King maintains the district court misapplied *Smith v. Westside Transit Lines, Inc.*, 313 So. 2d 371 (La. App. 4 Cir.

9/11/75), in concluding that his representation was terminated for cause and relegating him to a quantum meruit recovery. Mr. King emphasizes that, unlike *Smith*, Mr. Novillo did not testify at the fee hearing, and that he, unlike the successor attorney in *Smith*, recorded his contingency fee contract pursuant to La. R.S. 37:218. He relies on *Saucier* and on *Sims v. Selvage*, 499 So. 2d 325 (La. App. 1 Cir. 11/12/86), for the proposition that the record contains no admissible evidence of cause.

The governing principles are settled. When successive attorneys represent a client under contingency contracts, the client owes only one reasonable fee, apportioned among the attorneys according to the services and contributions of each, measured against the reasonableness factors contained in the Rules of Professional Conduct. *Saucier*, 373 So. 2d at 118. An attorney discharged for good cause is relegated to the reasonable value of his services rather than the full contractual percentage. *Smith*, 313 So. 2d at 377-78. Moreover, where cause supports the discharge, the court first applies the *Saucier* allocation, and then may reduce the discharged attorney's portion based on the nature and gravity of the cause. *O'Rourke v. Cairns*, 1995-3054, p. 11 (La. 11/25/96), 683 So. 2d 697, 704.

Smith does not hold that live testimony from the client is an indispensable prerequisite to a finding of cause; rather, the existence of cause is a factual determination made on the record before the court. Here, that record included the February 20, 2019 termination email – admissible, as explained above, to establish the fact and circumstances of the termination and the client's then-existing dissatisfaction – together with testimony concerning the difficulties surrounding Mr. Novillo's Florida medical treatment, the stalled urological evaluation, the expectation that the nearly homeless client travel and advance costs, and the client's

perception that his case was not progressing despite numerous calls. The record also reflects the limited documented work Mr. King performed over eighteen months. This evidence supplies a reasonable factual basis for the district court's consideration of cause. Mr. King's recordation of his contract under La. R.S. 37:218 protects his privilege in the fee. However, it does not entitle a discharged attorney to the full contractual percentage regardless of the reason for the discharge or the quantity of work performed. *Sims* is inapposite. It holds only that an attorney's failure to advance costs is not, standing alone, just cause for dismissal, and it does not control a record containing considerably more. *Sims*, 499 So. 2d at 328.

Finally, we note that the fee allocation does not rise or fall with the cause finding. The district court's incorporated reasons rest independently on the *Saucier* calculus, as the court found that enforcement of the full forty percent contract would yield the King-Intervenors "an unreasonable, unearned, and excessive fee for the time spent and services performed" in comparison with the five-plus years of work that produced the settlement. Due to the fact that the allocation is sustainable under *Saucier* and Rules of Professional Conduct without regard to cause, any assumed error in the cause analysis would not warrant reversal. Thus, this assignment of error lacks merit.

Assignment of Error No. 4: Calculation and Apportionment of the Attorney's Fee

In his final assignment of error, Mr. King contends that the district court manifestly erred in awarding the King-Intervenors ten percent of the fee rather than the fifty percent they sought, and in awarding Scott Vicknair 72.5 percent. He does not challenge the 17.5 percent share paid to Davis Goldman under the co-counsel agreement. In substance, Mr. King's argument reduces to a request that this Court reweigh the evidence and substitute its preferred apportionment of fault for that of

the district court. The manifest error standard of review does not permit this exercise. *Osborne*, 1996-1849, p. 3, 699 So. 2d at 494; *Rosell*, 549 So. 2d at 844.

The record provides a reasonable factual basis for the allocation. The King-Intervenors' representation spanned approximately eighteen months. Mr. King's ledger documented twenty-three hours of work, two-thirds of it pre-suit, and he conceded that he kept no comprehensive record of his time. His contribution – investigation, identification of the defendants, filing of the petition, arrangement of lien-based treatment, responses to initial discovery, retention of a life care planner – was foundational but front-loaded. By contrast, for five years and eight months, Scott Vicknair and Davis Goldman handled virtually every aspect of the litigation – discovery, experts, the plaintiff's deposition, settlement negotiations, and reduction of the medical liens from \$427,212.45 to \$178,968.28 – and secured the \$1,371,000.00 settlement that produced the fee in dispute. The *Saucier*/Rule 1.5 analysis – time and labor, the nature and length of the representation, the skill and responsibility involved, the amount involved and the result obtained, and the contingent nature of the fee – is not a task-counting exercise. The district court was not required to credit the King-Intervenors' characterization that filing suit and arranging early treatment constituted half the value of the case.

Mr. King's attack on Scott Vicknair's 72.5 percent share depends on the exclusion of the time summaries, a premise we have rejected, and on his characterization that Davis Goldman performed the principal post-termination work. Nevertheless, Scott Vicknair remained the responsible Louisiana counsel of record, coordinated with co-counsel, and produced the recovery from which the fee is paid. Davis Goldman's separate compensation by agreement does not diminish Scott Vicknair's contribution, and Mr. King does not challenge Davis Goldman's share.

Where the record contains a reasonable factual basis for the apportionment, this Court may not reverse simply because it might have weighed the evidence differently. The district court's award of \$54,840.00 to the King-Intervenors, ten percent of the single fee, is not manifestly erroneous. Consequently, this assignment of error lacks merit.

DECREE

For the foregoing reasons, the district court's December 23, 2025 judgment, as amended by the January 14, 2026 amended judgment, denying the motion to enforce and apportioning the attorney's fee among counsel, is affirmed.

AFFIRMED