

Attorneys' Fees in Florida

Odd Contract Provision

- A. Owner agrees and understands that, in the event of a dispute regarding this Agreement, the prevailing party shall be solely responsible for all attorneys' fees, costs, and expenses associated therewith.***
- B. Owner understands and agrees that in the event Engineer initiates collection activities for fees and costs due to engineer for services rendered in connection with this Agreement, then the prevailing party shall be solely responsible for all attorneys' fees, costs, and expenses, and the value of the Engineer's time expended in connection with such collection efforts.

Stockman v. Downs, 573 So. 2d 835 (Fla. 1991)

Accordingly, we hold that a claim for attorney's fees, whether based on statute or contract, must be pled. *838 Failure to do so constitutes a waiver of the claim.

However, we recognize an exception to the rule announced today. Where a party has notice that an opponent claims entitlement to attorney's fees, and by its conduct recognizes or acquiesces to that claim or otherwise fails to object to the failure to plead entitlement, that party waives any objection to the failure to plead a claim for attorney's fees. See, e.g., *Brown v. Gardens by the Sea S. Condo. Ass'n*, 424 So.2d 181 (Fla. 4th DCA 1983) (defendant's failure to raise entitlement to attorney's fees until after judgment not fatal to claim where issue of attorney's fees was raised at pretrial conference and ***plaintiff's pretrial statement listed defendant's entitlement to fees*** as an issue); *Mainlands of Tamarac by Gulf Unit No. Four Ass'n, Inc. v. Morris*, 388 So.2d 226 (Fla.2d DCA 1980) (***parties' stipulation during trial that the question of attorney's fees would be heard*** subsequent to final hearing would permit recovery of attorney's fees despite failure to plead entitlement to fees).

Caufield v. Cantele, 837 So. 2d 371 (Fla. 2002)

However, this Court's holding in Stockman does not expressly require a specific pleading of the statutory or contractual basis of a claim for attorney's fees. See Stockman, 573 So.2d at 837. In Stockman, we reasoned that merely pleading a *378 claim for attorney's fees is sufficient to notify the opposing party and allow it to consider the claim in a decision on whether to proceed. Therefore, we decline to extend our holding in Stockman to impose a stricter requirement for pleading a claim for attorney's fees. ***We hold that the specific statutory or contractual basis for a claim for attorney's fees need not be specifically pled, and that failure to plead the basis of such a claim will not result in waiver of the claim.***

Flagship Resort Dev. Corp. v. Interval Int'l. Inc., **28 So. 3d 915 (Fla. 3d DCA 2010)**

With respect to Flagship's contention that Interval waived its claim for attorneys' fees, the sole issue raised on appeal is whether the trial court abused its discretion in granting Interval leave to amend its answer to assert a claim for attorneys' fees. *See Fla. R.App. P.9.110(h)*. We conclude that the trial court did not abuse its discretion.

While it is true that a claim for attorneys' fees, whether based on contract or statute, must be pled prior to final judgment to avoid a waiver, we conclude that no waiver occurred here. *See Stockman v. Downs*, 573 So.2d 835, 837-38 (fla.1991) (denying postjudgment motion for attorneys' fees where claim was not before the court prior to final judgment); *Chittenden v. Boyd*, 669 So.2d 1136, 1138 (Fla. 4th DCA 1996) (declining to award attorneys' fees where claim was not pled and party seeking award did not move to amend pleading prior to entry of final judgment).

A review of the record establishes that Interval sought and obtained leave to amend its answer to seek attorneys' fees prior to the entry of final judgment. As such, we reject Flagship's argument and conclude that the trial court did not abuse its discretion by granting Interval leave to amend. See Fla. R. Civ. P. 1.190(a) ("Leave of court [to amend a pleading] shall be given freely when justice so requires."); Overnight Success Constr., Inc. v. Pavarini Constr. Co., Inc., 955 So.2d 658, 659 (Fla. 3d DCA 2007) (any doubts should be resolved in favor of the amendment).

Trumball Ins. Co v. Woltenarski, **2 So. 3d 1050 (Fla. 3d DCA 2009)**

Second, the testimony of both counsel and his expert about the time expended on this PIP claim amounts to little more than rank speculation that, as a matter of law, will not support a fee award. ***A fee “award must be supported by evidence detailing the nature and extent of the services performed and by expert testimony regarding the reasonableness of the fee.”*** Morton v. Heathcock, 913 So.2d 662, 669 (Fla. 3d DCA 2005); see Fla. Patient's Comp. Fund v. Rowe, 472 So.2d 1145, 1150 (Fla.1985) (“Florida courts have emphasized the importance of keeping accurate and current records of work done and time spent on a case, particularly when someone *1056 other than the client may pay the fee. To accurately assess the labor involved, the attorney fee applicant should present records detailing the amount of work performed.”) (citations omitted); Brewer v. Solovsky, 945 So.2d 610, 611 (Fla. 4th DCA 2006) (“An award of attorneys' fees requires competent and substantial evidence. ***Competent evidence includes invoices, records and other information detailing the services provided as well as the testimony from the attorney in support of the fee.***”) (citations omitted). While we recognize that where an attorney has not kept contemporaneous time records, a fee award may still be secured on ***a reconstruction of time expended, the reconstruction must consist of “something more than wild guesses.”*** Brake v. Murphy, 736 So.2d 745, 747 (Fla. 3d DCA 1999); see also Cohen & Cohen, P.A. v. Angrand, 710 So.2d 166, 168 (Fla. 3d DCA 1998) (confirming that where no time records have been kept, it is permissible for a reconstruction of the time expended may be prepared).

Green v. Sun Harbor Homeowners' Ass'n, **730 So. 2d 1261 (Fla. 1998)**

This case presents a situation different from that in Stockman. In Stockman, there had been a responsive pleading (an answer) and also a trial before the defendant moved for attorney fees. In this case, there had been only a complaint and a motion to dismiss before the defendant moved for attorney fees. This case had not proceeded to the point at which the defendant was required to answer. Holding that a claim for attorney fees had to be filed in the defendant's motion to dismiss before the defendant was required to answer the complaint is an inaccurate reading of the “must be pled” language in Stockman. ***Because the defendant had not “pled” at the time the action was dismissed, the defendant's failure to file a claim for attorney fees in his motion to dismiss is not considered to be a waiver of his entitlement to attorney fees.***

Precision Auto Care, Inc. v. Radcliffe, **815 So. 2d 708 (Fla. 4th DCA 2002)**

At one time, this court opined that *Stockman* allowed the issue of attorney's fees to be raised in a motion. See *Green v. Sun Harbor Homeowners' Ass'n, Inc.*, 685 So.2d 23, 25 (Fla. 4th DCA 1996). However, this view was soundly and directly rejected by the supreme court:

The Fourth District's majority decided that when this Court stated in *Stockman* *712 that a claim for attorney fees must be “pled,” the term was not used in its technical sense and did include motions. This is erroneous. ***This Court's use of the phrase “must be pled” is to be construed in accord with the Florida Rules of Civil Procedure. Complaints, answers, and counterclaims are pleadings pursuant to Florida Rule of Civil Procedure 1.100(a). A motion to dismiss is not a pleading.*** *Stockman* is to be read to hold that the failure to set forth a claim for attorney fees in a complaint, answer, or counterclaim, if filed, constitutes a waiver.

Green v. Sun Harbor Homeowners' Ass'n, Inc., 730 So.2d 1261, 1262-63 (Fla.1998).

We assume that the supreme court meant what it said and said what it meant in *Green*. The plaintiffs here were required to set forth their claim for attorney's fees in a pleading. ***The only way for them to have raised the issue two weeks before trial was to obtain “leave of court” through a motion to amend their complaint or “by the written consent of the adverse party.” Fla. R. Civ. P. 1.190(a).*** ***At such a motion hearing, Precision could have demonstrated how it was prejudiced by the late amendment or argued that the entitlement to attorney's fees should have run from the date of the motion.***

Rule 1.525. Motions for Costs and Attorneys' Fees

Any party seeking a judgment taxing costs, ***attorneys' fees***, or both shall ***serve*** a motion no later than ***30 days after filing of the judgment, including a judgment*** of dismissal, or the service of a notice of voluntary dismissal, which judgment or notice concludes the action ***as to that party***.

Martinez v. Giacobbe, 951 So. 2d 902 (Fla. 3d DCA 2007)

The owner argues that the reservation of jurisdiction in the original foreclosure judgment had to include the words *904 “attorney’s fees,” failing which postjudgment attorney’s fees could not be awarded. The owner is incorrect. The Florida Supreme Court rejected that argument in *Finkelstein v. North Broward Hospital District*, 484 So.2d 1241 (Fla.1986):

[A] post-judgment motion for attorney’s fees raises a “collateral and independent claim” which the trial court has continuing jurisdiction to entertain within a reasonable time, notwithstanding that the litigation of the main claim may have been concluded with finality.

Id. at 1243. ***A specific reservation of jurisdiction mentioning attorney’s fees is not required.***

AmerUs Life Ins. Co v. Lait, 2 So. 3d 203 (Fla. 2009)

Because the purpose for adopting rule 1.525, avoidance of prejudice and unfair surprise, is satisfied once the trial court determines entitlement to attorneys' fees and costs, the thirty-day time requirement for filing motions for attorneys' fees and costs under rule 1.525 is no longer necessary. The parties are on notice with the trial court's ruling on entitlement that the amount of the award will be determined at a later date. Accordingly, we find, as did the Third District in Chamizo, that ***where entitlement to attorneys' fees and costs has already been determined by the trial court in its final judgment, rule 1.525, requiring the filing of a motion for fees and costs within thirty days of the final judgment, does not apply.***

Svoboda v. Bayer Corp., 946 So. 2d 1204 (Fla. 5th DCA 2006)

On cross-appeal, Bayer argues that the trial court erred as a matter of law in holding that the time for filing its motion to tax costs expired thirty days after the jury's verdict, rather than thirty days after the judgment was filed. We agree. Florida Rule of Civil Procedure 1.525 provides that “[a]ny party seeking a judgment taxing costs, attorney's fees, or both shall serve a motion *no later than thirty days after filing of the judgment*” (Emphasis added). Bayer filed a motion for enlargement *1205 of time to file a motion to tax costs less than thirty days after the final judgment was filed. As such, Florida Rule of Civil Procedure 1.090(b) controls. In pertinent part, that rule provides:

(b) Enlargement. When an act is required or allowed to be done at or within a specified time by order of court, by these rules, or by notice given thereunder, for cause shown, the court at any time in its discretion (1) with or without notice, may order the period enlarged if request therefor is made before the expiration period originally prescribed or as extended by a previous order, or (2) upon motion made and notice after the expiration of the specific period, may permit the act to be done when failure to act was the result of excusable neglect....

Fla. R. Civ. P. 1.090(b).

2 Bayer's motion for an extension of time to file its motion to tax costs was timely, as it was served within thirty days after the final judgment was filed. Consequently, the trial judge erred in concluding that Bayer's motion was untimely. On remand, the trial judge should grant Bayer's motion if good cause is shown as required by rule 1.090(b).

Gulf Landings Ass'n v Hershberger, 845 So. 2d 344 (Fla. 2d DCA 2003)

Mr. Hershberger argues that his notice of hearing can be considered a “motion” for the purposes of rule 1.525. Indeed, rule 1.525 does not specify what constitutes an adequate motion. We have considered whether the notice of hearing in this case could be treated as a motion for attorneys' fees under Florida Rule of Civil Procedure 1.100(b), which provides that the requirement for a written motion “is fulfilled if the motion is stated in a written notice of the hearing of the motion.” ***However, rule 1.100(b) also requires that motions “state with particularity the grounds therefor,” and “set forth the relief or order sought.” Unfortunately, the notice of hearing in this case simply indicates the date of “the final hearing on attorney's fees.” It contains no reference to the grounds upon which fees were sought or the amount requested. It also omits any mention of costs. Under these circumstances, the notice of hearing cannot be interpreted to incorporate a “motion” as defined in rule 1.100(b).***

***European Bank Ltd. V. Credit Hershberger,
969 So. 2d 450 (Fla 2d DCA 2003)***

Slim's first motion for attorney's fees, which he and Online Credit jointly served, was timely. It was served within thirty days after filing the judgment but did not state with particularity his claim for attorney's fees under his proposal for settlement. See Fla.R.Civ.P. 1.100(b) and 1.525. The amended motion was served almost a year later and was therefore untimely. Slim is not entitled to attorney's fees and we reverse the trial court's judgment awarding attorney's fees to Slim.

***Silver Springs Properties, LLC v. ERA Murray Realties, Inc.,
874 So. 2d 712 (Fla. 4th DCA 2004)***

We, therefore, conclude that there is no requirement in the rules that a supporting affidavit be filed or served with the motion for attorney's fees and, accordingly, remand for further proceedings.

Morgan v. South Atl. Prod. Credit Ass'n, 528 So. 2d 491

(Fla. 1st DCA 1988)(general statement of what must be proved at the hearing):

In Florida Patient's Compensation Fund v. Rowe, 472 So.2d 1145 (Fla.1985), the supreme court provided specific guidelines to aid trial courts in setting attorney's fees. These guidelines require application of the criteria set forth in Rule 4-1.5, Rules Regulating the Florida Bar. Briefly stated, the trial court should: (1) determine the hours reasonably expended, based upon a review of the attorney's time records, which in turn would reflect "the novelty and difficulty of the questions involved;" (2) determine a reasonable hourly rate, which the party seeking the fees has the burden of establishing; (3) multiply hours reasonably expended by reasonable hourly rate for the attorney's fee, which is subject to adjustment for a contingency risk factor and results obtained. Rowe, 472 So.2d at 1150-1151. In addition, "[i]n determining the hourly rate, the number of hours reasonably expended, and the appropriateness of the reduction or enhancement factors, the trial court must set forth specific findings." Id., at 1151. See also *Multitech Corporation v. St. Johns Bluff Investment Corporation*, 518 So.2d 427, 434 (Fla. 1st DCA 1988); *Ashourian v. Ashourian*, 519 So.2d 35, 36 (Fla. 1st DCA 1987); *Manuel v. Manuel*, 498 So.2d 1369 (Fla. 1st DCA 1986).

Brake v. Murphy, 736 So. 2d 745 (Fla. 3d DCA 1999)

Thus while reconstructed records can be used when they are supported by evidence, numbers plucked from the air and standing alone will not support a fees award. Several of the reconstructed figures upon which fees were awarded are especially exemplary of the problem we find with the Murphys' case. These figures read:

“6/88 through 1/90

“telephone communication between JHM and Eve Murphy: office conferences

45.5

“Telephone communication between JHM and Richard Murphy

25.0

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“1990-1992 telephone conferences with Ed Golden, Herb Stettin, Eve Murphy and Richard Murphy

220.0

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748 *That comes to some \$50,837 in fees without sufficient back up “detailing the nature of the services performed.” As Brake argues, there is no way to tell what those real or imaginary telephone calls were about, or whether they benefitted the estate. We find the entire proof submitted in this case to be peppered with such guesstimates.

Braswell v Braswell, 4 So. 3d 4 (Fla. 2d DCA 2009)

An award of attorney's fees requires competent and substantial evidence. Competent evidence includes invoices, records and other information detailing the services provided as well as the testimony from the attorney in support of the fee.” Brewer v. Solovsky, 945 So.2d 610, 611 (Fla. 4th DCA 2006) (citation omitted). This court has held that an attorney's time records, in their entirety, are critical to determining the propriety of the hours expended on a client's behalf.

Tucker v. Tucker, 513 So.2d 733, 735 (Fla. 2d DCA 1987); see also Warner v. Warner, 692 So.2d 266, 268 (Fla. 5th DCA 1997) (holding that to establish an award of fees, a party must present evidence detailing exactly what services were performed); Carlson v. Carlson, 639 So.2d 1094, 1096 (Fla. 4th DCA 1994) (holding that the trial court erred in failing to make findings detailing the breakdown of reasonable hours expended among the various personnel in attorney's office). Here, no evidence was introduced by the Wife's attorney to support the award of attorney's fees or costs.

Markham v. Markham, 485 So. 2d 1299 (Fla. 5th DCA 1986)

... we find error was committed with regard to the award of attorney's fees to the wife. The only evidence presented regarding attorney's fees was the former wife's testimony that she had agreed to pay her attorney \$75.00 per hour, and she estimated his fees would be \$4,000.00 in this case. ***The attorney representing the wife did not testify nor present evidence as to the number of hours spent on the case,*** nor was any expert witness called to testify as to the reasonableness of the fee. Cases are legion that expert testimony is required. 84

Appellee argues that the former husband failed to preserve this point on appeal because he made no objection below to the award, based on the testimony offered. We think *Cohen v. Cohen*, 400 So.2d 463 (Fla. 4th DCA 1981) and *Atlantic Coast Development Corporation v. Hofco, Inc.*, 405 So.2d 797 (Fla. 4th DCA 1981) are distinguishable because in those cases, there was testimony from an expert witness as to the value of the legal services rendered. What was missing there was testimony from the attorney who rendered the legal services. Here both were missing.

Morgan v. South Atl. Prod. Credit Ass'n, 528 So. 2d 491 (Fla. 1st DCA 1988)

In this case, as in Gables Insurance and Geraci v. Kozloski, ***the attorney's fee issue was decided solely on the basis of an affidavit and over the objection of appellants. The statement of proceedings reflects that appellants objected both to the time expended *493 and the reasonableness of the fee recited in the affidavit, and requested a hearing on the matter.***

Appellee's primary argument, that is, that there was no record evidence that appellants objected to a fee determination based on the affidavit, is no longer viable in light of the supplemental record filed with this court. ***Therefore, that portion of the final summary judgment awarding attorney's fees is reversed and remanded*** for further proceedings in compliance with the guidelines set forth by the supreme court in Florida Patient's Compensation Fund v. Rowe.

Toledo v. Wisk, 754 So. 2d 83 (Fla. 4th DCA 2000)

We also conclude that it was not an abuse of discretion to award a fee for all of Appellee's attorneys' time where one of the firm's attorneys, who was heavily involved in the case, testified as to the efforts expended by the firm. It was not necessary for each attorney to testify. All of the attorneys' time records were in evidence without objection.

Smith v. School Board of Palm Beach County, 981 So. 2d 6 (Fla. 4th DCA 2007)

“A reasonable hourly rate is the prevailing market rate in the relevant legal community for similar services by lawyers of reasonably comparable skills, experience, and reputation.”

Norman, 836 F.2d at 1299

Evidence of rates may be adduced through direct evidence of charges by lawyers under similar circumstances or by opinion evidence. The weight to be given to opinion evidence of course will be affected by the detail contained in the testimony on matters such as similarity of skill, reputation, experience, similarity of case and client, and breadth of the sample of which the expert has knowledge.

....

In this case, Smith's two experts testified that a reasonable hourly rate for his attorney, based on rating and experience, was anywhere from \$250.00-\$316.00 an hour. This testimony was based on the experts' experience in dealing with attorneys who handled § 1983 actions and other private actions. ***In contrast, the Board's expert testified that the average hourly rate “was somewhere in the range between \$175.00 and \$200.00 an hour.” This testimony was based on the expert's experience with a wide range of government and civil attorneys who worked for insurance companies or local governments.*** The expert agreed there were attorneys charging both more and less than this amount. The trial court awarded Smith's attorney the hourly rate attested to by the Board's expert.

We find the trial court abused its discretion in determining that \$200.00 was a reasonable hourly rate in this case as this determination is not supported by competent and substantial evidence. The Board's expert's testimony was drawn from his experience as a government and insurance defense attorney, attorneys who typically are paid a lower hourly rate than other private attorneys.

Dr. Gail Van Diepen, PA v. Brown, 55 So. 3d 612 (Fla. 5th DCA 2011)

It is the party seeking attorney's fees on multiple claims who has an affirmative burden to demonstrate what portion of the effort was expended on the claim that authorized attorney's fees. See *Rockledge Mall Assoc., Ltd. v. Custom Fences of Brevard, Inc.*, 779 So.2d 558, 559 (Fla. 5th DCA 2001).

In *Crown Custom Homes* the second district held that:

“[T]he party seeking fees has the burden to allocate them to the issues for which fees are awardable or to show that the issues were so intertwined that allocation is not feasible.” *Lubkey v. Compuvac Sys., Inc.*, 857 So.2d 966, 968 (Fla. 2d DCA 2003); see also *Ocean Club Cmty. Ass'n v. Curtis*, 935 So.2d 513, 517 (Fla. 3d DCA 2006) (holding that the party seeking an award of attorney's fees “bears ‘an affirmative burden to demonstrate what portion of the effort was expended on the claim which allowed attorney's fees,’ ” (quoting *Rockledge Mall Assocs., Ltd. v. Custom *615 Fences of Brevard, Inc.*, 779 So.2d 558, 559 (Fla. 5th DCA 2001))). *Crown Custom Homes*, 18 So.3d at 740. Many other cases are to the same effect. See, e.g., *Ocean Club Cmty. Ass'n*; *Lubkey v. Compuvac Sys., Inc.*, 857 So.2d 966, 968 (Fla. 2d DCA 2003); *Salisbury v. Spielvogel*, 451 So.2d 974, 975 (Fla. 4th DCA 1984); *United Servs. Auto. Ass'n v. Kiibler*, 364 So.2d 57 (Fla. 3d DCA 1978).

Effective Teleservices, Inc v. Smith,
132 So. 3d 335 (Fla. 4th DCA 2014)

“Claims are ‘inextricably intertwined’ when a ‘determination of the issues in one action would necessarily be dispositive of the issues raised in the other.’ ” Anglia Jacs & Co., 830 So.2d at 172 (quoting Cuervo v. W. Lake Village II Condo. Ass'n, 709 So.2d 598, 599–600 (Fla. 3d DCA 1998)). Conversely, “claims are separate and distinct when they could support an independent action and are not simply alternative theories of liability for the same wrong.” Avatar Dev. Corp. v. DePani Constr., Inc., 883 So.2d 344, 346 (Fla. 4th DCA 2004).

The claims in this litigation arose along a timeline, but included ***claims that arose at different times, against different parties, sought different damages, were based on different legal theories, and provided *341 for attorneys' fees for only some of the claims.*** Pursuant to our de novo review, and applying Current Builders' two-part rule, we find the claims to be separate and distinct.

Lee Engineering & Const. V. Fellows, 209 So. 2d 454 (Fla. 1968)

In the absence of a stipulation fixing the dollar amount, ***the burden is on the moving party to show by appropriate proof, through testimony, depositions, affidavits or otherwise, the services and benefits which he has rendered and to which he is reasonably entitled.***

***Centex-Rooney Const. Co. v. Martin County,* 725 So. 2d 1255 (Fla. 4th DCA 1999)**

Although the fee applicant has the burden of establishing its entitlement to an award of attorneys' fees, see Hensley, 461 U.S. at 437, 103 S.Ct. 1933, ***the opponent of the fee has the burden of pointing out with specificity which hours should be deducted.*** See Nitram, Inc. v. Industrial Risk Insurers, 154 F.R.D. 274, 277 (M.D.Fla.1994) (citations omitted); see also Norman, 836 F.2d at 1301 (fee opponent must be reasonably precise in objecting to and proving existence of unreasonable or unnecessary attorney hours).

Peacock v. Ace, 24 So. 3d 750 (Fla. 2d DCA 2009)

Ms. Peacock also argues that the final judgment's award of attorney's fees in favor of Ace is fundamentally erroneous on its face because it does not contain specific findings concerning the number of hours reasonably expended and the reasonableness of the attorney's hourly rate. See Markovich v. Markovich, 974 So.2d 600, 601 (Fla. 2d DCA 2008). We note that the record lacks a transcript of the final hearing or an approved statement of the proceedings as authorized by Florida Rule of Appellate Procedure 9.200(b)(4). “Even so, this court previously has determined that the absence of the required findings in the written order renders the order fundamentally erroneous on its face and that the lack of transcript ‘does not preclude appellate review.’ ” Harris v. McKinney, 20 So.3d 400, 403 (Fla. 2d DCA 2009) (quoting Baratta v. Valley Oak Homeowners' Ass'n at the Vineyards, 891 So.2d 1063, 1065 n. 4 (Fla. 2d DCA 2004)). Therefore, on remand, the circuit court must make the necessary written findings in accordance with Florida Patient's Compensation Fund v. Rowe, 472 So.2d 1145 (Fla.1985).

Baratta v. Valley Oak Homeowners' Ass'n at the Vineyards, Inc., 928 So. 2d 495 (Fla. 2nd DCA 2006)

In *Rowe*, the supreme court adopted the federal lodestar approach for determining a reasonable attorney's fee under a prevailing party attorney's fee statute or contractual provision. *Rowe*, 472 So.2d at 1146; *Freedom Sav. & Loan Ass'n v. Biltmore Constr. Co.*, 510 So.2d 1141, 1142 (Fla. 2d DCA 1987) (holding that *Rowe* applied to both statutory and contractual prevailing party fee awards). In doing so, the court recognized that while the amount of a reasonable fee had to be determined based on the facts of each case, certain factors had to be considered in every case in order to make that determination. *Rowe*, 472 So.2d at 1150. ***Thus, the Rowe court required the trial court to consider the following factors in every case:***

****498 (1) The time and labor required, the novelty and difficulty of the question 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.

Id.* After considering these factors, the trial court must make specific findings concerning the reasonable hourly rate, the number of hours reasonably expended, and the appropriateness of any reduction or enhancement factors. *Id.* at 1151; see also *Abdalla v. Southwind, Inc.*, 561 So.2d 468, 468 (Fla. 2d DCA 1990); *Biltmore Constr. Co.*, 510 So.2d at 1142. ***The failure to make these required findings constitutes reversible error. *Bayer v. Global Renaissance Arts, Inc.*, 898 So.2d 995, 996 (Fla. 2d DCA 2005); *Abdalla*, 561 So.2d at 468.**