

experience, reputation, and ability of the lawyer or lawyers performing the services; and (8) whether the fee is fixed or contingent.

Miss. R. Prof'l Conduct 1.5(a).

¶ 37. Triconex further argues that the Court of Appeals has held that an amount to compensate for one competent attorney is the criteria upon which an award should be made. *Evans v. Evans*, 912 So.2d 184 (Miss.Ct.App.2005).

¶ 38. Greenwood argues that it submitted itemized attorney records for time and expenses for the trial court to consider. Furthermore, Greenwood cites *Miss.Code Ann. § 9-1-41* and argues that the trial judge makes the determination of reasonableness from experience and observation. *Miss.Code Ann. § 9-1-41* (Rev.2002) states:

In any action in which a court is authorized to award reasonable attorneys' fees, the court shall not require the party seeking such fees to put on proof as to the reasonableness of the amount sought, but shall make the award based on the information already before it and the court's own opinion based on experience and observation; provided however, a party may, in its discretion, place before the court other evidence as to the reasonableness of the amount of the award, and the court may consider such evidence in making the award.

*Id.* Greenwood further argues that *McKee* predates the passage of *Miss.Code Ann. § 9-1-41*, and thus *McKee* is no longer applicable.<sup>FN8</sup> Greenwood also argues that the *McKee* factors, since they are adopted from Miss. R. Prof'l Conduct 1.5(a), should \*1116 be applicable only to determine reasonableness in a dispute between an attorney and a client. However, we note that in *BellSouth* (a "business dispute"), even though this Court reversed the trial court's findings on attorneys fees, we discussed and applied *McKee* and the Miss. R. Prof'l Conduct 1.5(a) factors. See *BellSouth*, 912 So.2d at 445-48.

FN8. *Miss.Code Ann. § 9-1-41* was approved by the Legislature on March 13, 1990, while

this Court decided *McKee* on July 28, 1982.

¶ 39. This Court stated in *Mabus v. Mabus*, 910 So.2d 486, 489 (Miss.2005) that, where a trial judge relies "on substantial credible evidence in the record regarding attorney's fees," the trial judge has not abused his discretion. It is clear from the language of the trial judge's order that the judge did in fact apply the *McKee* factors even though he did not detail his reasoning. Thus, we find that Judge Hines did not abuse his discretion, and we deem it unnecessary to enter into a discussion of whether *Section 9-1-41* supercedes *McKee*.

¶ 40. Further, this Court finds *Evans* wholly irrelevant even though, as this Court stated in *Mabus*, "the general rule is that appropriate attorney fees should be awarded in the amount to secure one competent attorney." *Mabus*, 910 So.2d at 490. *Evans* and *Mabus* are clearly distinguishable from this case as those cases concerned divorce, where the trial judge may take into account the parties' ability to pay. This case involves a business dispute, where ability to pay is not a consideration. The trial judge did not abuse his discretion in awarding fees and expenses for two attorneys in this case, which contains complex legal issues and has been ongoing for more than a decade. Accordingly, we find that this issue is without merit.

## VIII. WHETHER GREENWOOD MET THE LEGAL PREREQUISITES TO BE ENTITLED TO AN AWARD OF PREJUDGMENT INTEREST.

¶ 41. This Court recently discussed the issue of prejudgment interest in *Microtek Med., Inc. v. 3M Co.*, 942 So.2d 122, 132 (Miss.2006), in which we stated that "[t]he trial judge no doubt has discretion to award prejudgment interest if (1) the amount of damages is fixed and (2) liability is undisputed." "Prejudgment interest has been denied where there is a bona fide dispute as to the amount of damages as well as the responsibility for the liability therefor." *Id.* (quoting *Grace v. Lititz Mut. Ins. Co.*, 257 So.2d 217, 225 (Miss.1972)). "For prejudgment interest to be awarded, the party must make a proper demand for the interest in the pleadings, including the date that it was allegedly due." *Id.*; see also