



CFAs and DBAs in Public Access Cases

Purpose:	To consider issues relating to barristers entering conditional fee agreements or damages-based agreements directly with a lay client
Scope of application:	Self-employed barristers undertaking work on a public access basis
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Introduction

1. A conditional fee agreement (CFA) is an arrangement under which a lawyer agrees with a client that they will only be paid in specified circumstances (usually where the case ends in 'success' for the client). These are commonly known as 'no win, no fee' agreements. Sections 58 and 58A of the Courts and Legal Services Act 1990 (CSLA) make provisions regarding the regulation of CFAs. In general, all proceedings may be the subject of a CFA except for criminal and family cases.¹
2. Under a damages-based agreement (DBA) the lawyer receives a proportion of the client's damages if the case is successful. DBAs are governed by section 58AA of the CSLA² and the Damages-Based Agreements Regulations 2013.
3. The difference between the two types of agreements is therefore that in a CFA fees are based on the work done and the amount of damages is irrelevant; in a DBA it is the other way round.
4. The purpose of this paper is to give general guidance to barristers undertaking or contemplating undertaking work for a public access client on a CFA or DBA basis. The Bar Council produced guidance on CFAs and DBAs in its **Guidance for Barristers and Clerks Relating to Privately Funded Civil Litigation**³ (the Funding Guidance) which is recommended reading for anyone considering this type of arrangement. The focus of that guidance was on fee arrangements between counsel and an instructing solicitor, whereas this paper deals specifically with agreements

¹ For more detailed consideration of the prohibitions on CFAs see paragraph 10.

² Which was inserted by 154 of Legal Aid, Sentencing and Punishment of Offenders Act 2012 and came into force on 1 April 2013.

³Some parts of that Guidance are out of date and so is no longer available, however the quotations in this document are still current. The author of the Bar Council's guide, Dr Mark Friston has produced a fuller and more recent work in "Friston on Costs" published by Oxford University Press.

between counsel and a lay client. However the following words from that guidance are well worth bearing in mind:

‘Counsel should ensure that their agreements are fair to lay clients and appropriate for the lay clients’ needs; no more than a proper fee should be charged in any particular case. This guide does not dwell upon that aspect of the matter because barristers are already well equipped to ensure that their lay clients’ interests come first. Ethically difficult cases may arise from time-to-time. Where this happens, then counsel’s first port of call should be the Bar Council’s ethical enquires service (020 7611 1307 or ethics@barcouncil.org.uk).’

CFAs on Public Access

5. There is nothing in principle prohibiting a barrister from entering into a CFA with a public access client. Note however that the cab rank rule does not apply either to public access work or to CFAs and therefore there is no obligation on a barrister to accept instructions on this basis if they do not want to. Before agreeing to act for a client on a CFA you are advised to consider the following points.

The CFA must be in writing.

6. This is a statutory requirement.⁴ Note also that Rule C125 in the Public Access Rules must be complied with in a public access case. This sets out eight things that you must inform your public access client of in writing at the outset of the engagement. This is usually done by sending a client care letter.

7. It might be possible to combine your client care letter and your CFA into one document. However, there are potential difficulties in this course. Two of the things you must notify your client of in writing are the work you are going to do and the fee you are going to charge. It may not be possible at the outset of the engagement to define either of these things with certainty for all stages of the case. The safer course is likely to be to enter into a CFA, which defines if and when you are going to get paid, but send separate client care letters in the normal way at each stage of the case.

8. A draft template agreement is annexed to this paper (see paragraph 28).

It must be in the best interests of the client.

9. You cannot accept instructions on a public access basis if you consider it is in the best interests of the client or the interests of justice for the client to instruct a solicitor or other professional client (Rule C122 Code of Conduct). Therefore before agreeing a CFA with a public access client you should consider whether the client’s best interests would be better served by instructing a solicitor on a CFA basis.

The type of work must not be prohibited on CFA.

10. It is not permitted to do the following on a CFA.

- Criminal work. Section 58A of the CSLA says that criminal proceedings cannot be the subject of an enforceable CFA. There is one exception to this general prohibition, which

⁴ Section 58(3)(a) of CSLA.

is that proceedings under section 82 of the Environmental Protection Act 1990 may be conducted under a conditional fee agreement, provided that no success fee is charged.

- Family work. Section 58A also prohibits CFAs in family proceedings. Family proceedings are defined in Section 58A(2) and include divorce, financial relief and children cases.
- Work which is not classed as ‘advocacy or litigation services’. This is because Section 58(2) defines a CFA as an ‘agreement with a person providing advocacy or litigation services’.
- Privy Council cases. The Privy Council has a Practice Note which forbids it.
- Legal Aid cases. If the client already has a legal aid certificate covering the work you are being asked to do, by accepting the instruction you would be in breach of the rules on ‘topping-up’ unless you receive specific authorisation from the Legal Aid Agency.⁵

Where applicable, the Consumer Contract Regulations 2013 must be complied with.

11. The Consumer Contract Regulations 2013 must be complied with if the client is a ‘consumer’ and the contract is an ‘off premises’ or ‘distance’ contract (as these terms are defined in the Regulations). In particular the client must be informed they have a right to cancel the agreement within 14 days. It is beyond the scope of this paper to set out in detail the requirements of these Regulations but they are dealt with in the Bar Council’s guidance on the Regulations⁶ to which reference should be made.

Basic fee, success and success fee

12. The basic (or base) fee is the normal fee the lawyer would charge for the type of work in question. The success fee is a percentage uplift on the basic fee. In a ‘traditional’ CFA the lawyer is entitled to their basic fee and their success fee only if the case ends in ‘success’ for their client. Therefore ‘success’ must be defined in the agreement. For example, the model PIBA/APIIL agreement commonly used in personal injury cases contains the following definition:

“Success” means that the Client’s claim is finally decided in his or her favour, whether by a court decision or an agreement to pay damages or in any way that results in the Client deriving a benefit from pursuing the Claim

13. The success fee must be specified in the agreement and can never be more than 100% of the basic fee. Thus in most cases you will agree with your client an uplift on basic fees of between 0% and 100% for the success fee. As a general rule the riskier the case, the higher the percentage uplift.

14. In personal injury cases there is a cap on the success fee in proceedings at first instance. The success fee must not exceed 25% of damages for pain, suffering and loss of amenity and special damages.⁷

⁵ Legal Aid, Sentencing and Punishment of Offenders Act 2012: 28 “(2)A person who provides services under arrangements made for the purposes of this Part must not take any payment in respect of the services apart from— (a) payment made in accordance with the arrangements, and (b) payment authorised by the Lord Chancellor to be taken.

⁶ <http://www.barcouncilethics.co.uk/documents/consumer-contracts-information-etc-regulations-2013/>

⁷ Article 5 of the Conditional Fee Agreements Order 2013. Thus future pecuniary losses are excluded for the purposes of calculating the cap, as are any sums recoverable by the Compensation Recovery Unit.

15. Prior to 1 April 2013 it was possible to recover the success fee from the opponent. Now, as a result of amendments made to Sections 58 and 58A of the 1990 Act, the success fee is not recoverable from a losing party save in a very limited number of cases. Those exceptional cases, where a success fee is still recoverable, are diffuse mesothelioma claims, publication and privacy proceedings and insolvency work.⁸

16. That means, in the vast majority of cases, the success fee will be payable by your client. This must be made clear to the client in the CFA. You could however agree with your client that you will do the case without a success fee (or a 0% uplift) or enter into one of the types of CFA set out in the next section which do not make your client liable for your fees.

Types of CFA

17. If the case ends in success then, under what might be termed a 'traditional' CFA, your client would seek to recover your basic fees from the opponent and would be liable to pay you the success fee from their own funds. However, as the terms of the CFA are a matter for agreement between you and your client, you can agree different provisions. The Funding Guidance lists the following different types of CFA:

- Traditional Conditional Fee Agreement. If the claim is successful counsel will be paid their full fee (with or without a success fee, depending on the terms of the agreement) but if it is unsuccessful, no fees are payable. Expenses may or may not be payable if the case is lost, again depending on the terms of the agreement. If the client wins but fails to beat a Part 36 offer, fees are still payable even for work done after the offer was made.
- Traditional Conditional Fee Agreement with quantum risk. Like a traditional CFA, save that if the client wins but fails to beat a Part 36 offer, fees will not be payable for work done after the expiry of the 'relevant period' which is generally 21 days after the offer was made.
- CFA Lite ("no-cost-to-you"). In ordinary circumstances the client will be liable only for those costs which are recovered in the litigation. As with all types of CFAs, escape provisions may be incorporated to take account of the possibility that the lay client may behave unreasonably or dishonestly.
- CFA Max ("success-fee-only agreement"). In so far as base fees are concerned it is a CFA Lite, but in addition to the monies that are recovered from the other side, a success fee is payable. That success fee is based on the amount of base costs recovered (i.e. an agreed percentage increase will apply to whatever is recovered from the other side).
- Discounted Conditional Fee Agreement ("no win, low fee"). Also known as a 'partial Conditional Fee Agreement' or a 'guaranteed fee agreement'. Counsel's fees are payable in full in the event of success (with or without a success fee in addition), but a discounted fee will apply if the case is lost.
- Discounted CFA Lite. A discounted fee is payable regardless of whether the case is won or lost, but any fees in addition to that guaranteed minimum will ordinarily be limited to those costs recovered in the litigation.
- Discounted CFA Max. A discounted fee is payable regardless of whether the case is won or lost, but any base fees in addition to that guaranteed minimum will ordinarily be

⁸ Article 6 of the Conditional Fee Agreements Order 2013.

limited to those costs recovered in the litigation. A success fee is then payable in addition, that fee being calculated as an agreed percentage of the recovered base costs.

Risk of non-payment

18. In the majority of public access cases, barristers require their fees to be paid up-front. That is not possible on a CFA given that no fee is due until the case ends in 'success'. Therefore there is a risk that at the end of the case the client may not pay counsel's basic fees (particularly if these are not recovered from the other side) or success fee (which in any event will come out of the client's money).

19. One potential way of avoiding this is to require the client will open an escrow account⁹. As a term of the agreement, the client will require the losing opponent to pay damages and costs into that account. Counsel's fees can then be paid out of the account.

20. It might also be possible to make it a term of the agreement that the opponent will pay directly to counsel the proportion of costs or damages which are due in respect of the basic and success fees. There is a clear danger that in such an arrangement the opponent will pay all of the costs and damages to counsel. If that were to happen the barrister would be holding client money and may therefore be in breach of Rule C73 of the Code of Conduct. That is why the use of an escrow service is likely to be preferable.

Insurance

21. In the vast majority of cases where you are instructed on a public access basis the client will be conducting their own litigation as a litigant-in-person. You will not be taking on a general obligation to manage the case. In these circumstances it is considered that you are not under a duty to advise your client about ATE (After The Event) insurance before entering a CFA with them unless your instructions expressly or impliedly extend to giving such advice.¹⁰

Damages-based Agreements

22. A DBA is defined (by Section 58AA of CSLA) as agreement between a person providing advocacy services, litigation services or claims management services and the recipient of those services which provides that –

- the recipient is to make a payment to the person providing the services if the recipient obtains a specified financial benefit in connection with the matter in relation to which the services are provided, and
- the amount of that payment is to be determined by reference to the amount of the financial benefit obtained.

⁹ Bar Council guidance on Escrow accounts is here: <https://www.barcouncilethics.co.uk/wp-content/uploads/2021/08/Escrow-guidance-August-2021.docx.pdf>

¹⁰ *Minkin v Landsberg* [2015] EWCA Civ 1152.

23. A DBA is a contingency fee arrangement. It is lawful provided the statutory requirements are complied with. The agreement must be in writing and it must specify:

- (a) the claim or proceedings or parts of them to which the agreement relates;
- (b) the circumstances in which the representative's payment, expenses and costs, or part of them, are payable; and
- (c) the reason for setting the amount of the payment at the level agreed, which, in an employment matter, shall include having regard to, where appropriate, whether the claim or proceedings is one of several similar claims or proceedings.

24. The restrictions on the type of work that might be done on a DBA are the same as for CFAs (see paragraph 10 above). The amount of fees the client can be liable to pay is capped:

- in a personal injury case at 25% of general damages and special damages. Future pecuniary loss and sums recoverable by the Compensation Recovery Unit are excluded.
- in an employment matter at 35% of damages.
- in all other matters at 50% of damages.

25. VAT is included, and therefore if the VAT on your fee takes it over the relevant percentage limit the cap will bite. Other disbursements are excluded. The cap only applies to first instance proceedings. Save for employment cases, credit must be given for any costs payable by the opponent and the indemnity principle applies. Thus if the amount your client is entitled to in costs exceeds what he is obliged to pay you under the DBA, he will only recover the lesser amount from the opponent.

26. In an employment matter there are some additional requirements, including the provision of information to the client before the agreement is entered, which are set out in Regulations 5 to 8 of the Damages-Based Agreements Regulations 2013.

DBAs on public access

27. There is nothing in principle to stop a barrister entering into a DBA with a public access client. However the following warning, contained in the Funding Guidance, should be borne in mind:

'68. Persons who are considering entering into a Damages-based Agreement should be aware that some commentators are of the opinion that it is not possible to comply with these requirements in such a way as to be able to enforce the entirety of the fee. This is because the provisions in regulation 4 of the Damages-based Agreements Regulations 2013 mean that the only way that costs can be recovered from an opponent is by setting aside the indemnity principle. Surprisingly, they say, that has not been done (this being despite the fact that the CPR has set it aside for other purposes). As such, the lay client will not be able to obtain a costs order, so – they say -- they would have a reasonably good case for refusing to pay those monies to the lawyers who created that problem. It remains to be seen whether that view is correct.'

Draft template CFA

28. A draft template public access CFA is attached as an annex. The template is drafted on the 'traditional' model, where the client is liable to pay a success fee if the case ends in success. The template assumes that the client is making a claim for damages (and therefore defines success in terms of recovering damages). It is not suitable for a personal injury case (where there are limits on the amount of the success fee). It assumes that if the case is lost the client will not have to pay any fees but will be responsible for reasonable disbursements, such as travel expenses.

29. Before using this template you should carefully consider whether it is suitable for the type of case you are being instructed in and whether any additions or amendments are required to meet the particular circumstances of the case or the requirements of your client.

30. If you want to enter one of the alternative forms of CFA referred to in paragraph 17 above it may be helpful to look at the different types of model agreements available on the Practice and Ethics Hub. Bear in mind, of course, that these have been drafted for use between counsel and an instructing solicitor and therefore would need to be adapted for a direct access client.

31. The Bar Council has not produced a model DBA, due to the uncertainty relating to enforceability referred to in paragraph 27 above. The Chancery Bar Association has produced a DBA which is available on its website: <http://www.chba.org.uk/for-members/library/cfas>.

Important Notice

This document has been prepared by the Bar Council to assist barristers on matters of professional conduct and ethics. **It is not "guidance" for the purposes of the BSB Handbook I6.4, and neither the BSB nor a disciplinary tribunal nor the Legal Ombudsman is bound by any views or advice expressed in it.** It does not comprise – and cannot be relied on as giving – legal advice. It has been prepared in good faith, but neither the Bar Council nor any of the individuals responsible for or involved in its preparation accept any responsibility or liability for anything done in reliance on it. For fuller information as to the status and effect of this document, please see [here](#).

CONDITIONAL FEE AGREEMENT
Between counsel and a public access client who is a claimant

[NB: This agreement is not suitable for a personal injuries claim]

This is a legally binding contract between you and your barrister (also known as counsel). Before you sign, please read it carefully. Further terms and conditions relating to the work your barrister will do are contained in the client care letter which accompanies this conditional fee agreement or which will be sent subsequently. You must ensure that before you sign this agreement you understand all the terms contained in it and agree to them.

Scope of agreement

1. In this agreement:

"counsel" means:

"the client" means:
and references in this agreement to 'you' and 'your' are references to the client;

"the opponent" means

and "the Claim" means

2. This agreement sets out the basis on which instructions are accepted by counsel from the client to act on a conditional fee basis in respect of the Claim.
3. This agreement relates to any work counsel has agreed to perform in relation to the Claim and which is set out in a separate letter sent by counsel to the client (known as a client care letter).
4. The client confirms and acknowledges that:
- (1) the client is a litigant-in-person and as such is responsible for the conduct and general management of the Claim;
 - (2) counsel is not obliged by virtue of entering in to this agreement to undertake any particular work or accept any particular instructions in relation to the Claim;
 - (3) counsel is only obliged to do such work in relation to the Claim as is agreed from time-to-time between counsel and the client and set out in a separate client care letter.
5. Unless it is agreed otherwise, this agreement does not cover any counterclaim made by the client or the opponent or any appeal by the client or the opponent or any proceedings to enforce an order, judgment or agreement.

Counsel's normal fees

6. Counsel's fees upon which a success fee will be calculated ("the normal fees") will be calculated as follows:

For work charged at an hourly rate (such as preparatory work, advisory work or conferences):

£..... plus VAT per hour;

For representation and advocacy at hearings:

for hearings listed for one hour or less: £..... plus VAT;

for hearings listed between one hour and half-a-day: £..... plus VAT;

for hearings listed for one day: £..... plus VAT

for hearings listed for more than one day: as agreed between the client and counsel;

Or as set out in the client care letter, if that differs from above.

Counsel's success fee (and risk assessment)

- 7. (1) The rate of counsel's success fee will be [between 0% and 100%] of counsel's normal fees.
- (2) The reasons, briefly stated, for setting the success fee at this percentage are:
 - (a) the fact that if you win counsel will not be paid until the end of the case;
 - (b) the fact that if you lose, counsel may not earn anything from the work done for you on this case;
 - (c) counsel's assessment of the risks of the case, which include the following:
.....
.....
.....
 - (d) any other appropriate matters, namely
- (3) The client understands that counsel's success fee cannot be recovered from the opponent.

Counsel's entitlement to fees

- 8. (1) In this agreement "success" means (eg that liability to compensate the client by making a payment in respect of damages in relation to the Claim is accepted by or established against the opponent *or other wording as appropriate*)
 - (2) In the event of success the client will pay counsel his normal fees, whether or not these are recovered from the opponent, and his success fees.
9. If a Part 36 offer has been made and not accepted and if there are adverse costs consequences for the client as a result of that non-acceptance:
- (1) if counsel advised its rejection he/she is entitled to normal and success fees for work up to receipt of the notice of the Part 36 offer but only normal fees for subsequent work;

- (2) if counsel advised its acceptance he/she is entitled to normal and success fees for all work done.
10. If the case ends without success then counsel is not entitled to any fees (unless clause 11 relating to interlocutory costs or clauses 20 or 21 relating to termination apply).
11. If:
 - (1) a costs order is made in favour of the client at an interlocutory hearing and the costs are summarily assessed at the hearing; or
 - (2) the costs of an interlocutory hearing are agreed between the parties in favour of the client; or
 - (3) an interlocutory order or agreement for costs, whether or not they are to be assessed in detail or paid forthwith, is made in favour of the client:then counsel will be entitled to the amount recovered or agreed or ordered in respect of his/her fees whether or not the Claim ends in success.

Expenses

12. Counsel shall be entitled to his/her reasonable expenses (such as travelling and accommodation expenses or other disbursements):
 - (1) whether or not the Claim ends in success;
 - (2) provided they have been agreed with the client and are set out in a client care letter.

Payment of fees and expenses by the client to counsel

13.
 - (1) Upon success the client will pay to counsel the sum due under this agreement within 28 days.
 - (2) Upon counsel becoming entitled to fees in accordance with clause 11 above (relating to interlocutory costs) the client will pay to counsel the sum due under this agreement within 28 days.
 - (3) The client shall pay counsel any expenses to which counsel is entitled in accordance with clause 12 above either:
 - (a) in advance of the expense being incurred if counsel and the client agree that they shall be paid in advance, in which case the date for payment will be as set out in the client care letter;
 - (b) otherwise within 28 days of the expense being incurred.
 - (4) The amount of fees or expenses payable to counsel under this agreement are:
 - (a) not limited by reference to any award of costs made in favour of the client;
 - (b) payable whether or not the client recovers money from his opponent to cover counsel's fees and expenses.
 - (5) If any sum due to counsel is not paid within 28 days the client will pay interest on the outstanding amount calculated at the judgment debt rate from the date that the payment should have been made.

The client's obligations

19. You, the client, must:

- (1) Give counsel instructions which allows him/her to do his/her work properly and comply with reasonable requests from counsel for information or documents;
- (2) Not deliberately mislead counsel;
- (3) Consult counsel on the need for advice and action following:
 - (a) service of statements of case;
 - (b) disclosure of documents;
 - (b) disclosure or exchange of witness statements;
 - (d) disclosure or exchange of expert evidence.
- (4) Promptly to bring to counsel's attention:
 - (a) any Part 36 or other offer to settle;
 - (b) any factor coming to the client's attention which may affect the prospects of success.
- (5) Promptly inform counsel of any hearing date(s);
- (6) If the matter has not been resolved by agreement or settlement, institute proceedings against the opponent within three years of the date on which the Claim arose;
- (7) Include in any bill of costs a claim for interest on counsel's fees.
- (8) Update counsel in writing as to the progress of the Claim not less than every three months starting from the date of this agreement and to supply to counsel such orders, notices, correspondence or other documents as he/she may reasonably require evidencing the same.
- (9) Pay promptly to counsel any sum received from the opponent in respect of counsel's fees or expenses.

Terminating the agreement

20. (1) The client may terminate the agreement at any time.
- (2) If the client terminates the agreement:
 - (a) the client will promptly and in any event within 7 days give to counsel written notice of his/her decision to terminate the agreement;
 - (b) counsel may elect either:
 - (i) to receive payment of normal fees without a success fee which the client shall pay not later than three months after termination: ("Option A"), or
 - (ii) to await the outcome of the case and receive payment of normal and success fees if it ends in success: ("Option B").
21. (1) Counsel may terminate the agreement if :
 - (a) the client is in breach of any obligation under this agreement;
 - (b) counsel discovers any fact or matter which should have been disclosed to him and which materially affect's counsel's view of the likelihood of success and/or the amount of financial recovery in the case;
 - (c) the client rejects counsel's advice on a material aspect of the Claim;
 - (d) counsel is informed or discovers the existence of any set-off or counterclaim which materially affects the likelihood of success and/or the amount of financial recovery in the event of success;
 - (e) counsel is informed or discovers the existence of information which has been falsified or knowingly withheld by the client, of which counsel was not aware and which counsel could not reasonably have anticipated, which materially affects the merits of any substantial issue in the matter;

- (f) counsel is required to or entitled to withdraw from the case in accordance with rules C21, C25 or C26 of the Code of Conduct of the Bar of England and Wales.
- (2) If counsel terminates the agreement under paragraph 21 then
 - (a) counsel will notify the client in writing promptly and in any event within 7 days;
 - (b) counsel may elect either:
 - (i) to receive payment of normal fees without a success fee which the client shall pay not later than three months after termination ("Option A"), or
 - (ii) to await the outcome of the case and receive payment of normal and success fees if it ends in success ("Option B").

22. This agreement shall automatically terminate if:
- (1) Counsel accepts a full-time judicial appointment;
 - (2) counsel retires from practice;
 - (3) Legal Aid Agency funding is granted to the client;
 - (4) the client dies;
 - (5) the court makes a Group Litigation Order covering this Claim.
- in which case counsel is entitled to payment in accordance with "Option B".

Insurance

23. It may be possible to get insurance to cover you for costs and disbursements you become liable to pay if you lose the case. It is your obligation to explore the possibility of obtaining such insurance and to take out such cover if you think it is a good idea. Counsel cannot advise you in respect of insuring yourself against such risks. You will not be able to recover the insurance premium from the opponent even if your Claim is successful. More information about after the event insurance is available on the Bar Council's website at: http://www.barcouncil.org.uk/media/224980/efm_briefing_notes_for_clients_v7_2013.pdf

Consumer Contract (Information, Cancellation and Additional Charges) Regulations 2013

24. If you are a consumer (which means you are engaging counsel for purposes wholly or mainly outside any trade, business, craft or profession that you carry on) then you have the right to cancel this agreement within 14 days without giving any reason. The cancellation period will expire after 14 days from the date of this agreement. To exercise the right to cancel, you must inform counsel of your decision to cancel this agreement by a clear statement (e.g. a letter sent by post, fax or e-mail to the contact details provided on my letterhead.). You may use the model cancellation form set out below this paragraph, but it is not obligatory to do so. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.


<p>Model cancellation form</p> <p>To [Name and address of counsel]</p> <p>I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract for the supply of the following service [*],</p>
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Ordered on [*],
Name of consumer(s),
Address of consumer(s),
Signature of consumer(s) (only if this form is notified on paper),
Date
[*] Delete as appropriate.

Signed by counsel 

Date signed by counsel* 

Signed by the client 

Date signed by the client* 

* The date of this agreement is the latest date on which it was signed by counsel or the client.