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COST AND FEE ALLOCATION IN CIVIL PROCEDURE

Finland

I. The Basic Rules: Who Pays?

What is the basic rule of cost and fee allocation - that each party bears its own or that the loser pays all? Are attorneys' fees and court costs treated differently? What is the principal justification for this rule?

The basic rule of cost and fee allocation is that the loser pays all the *legal costs* incurred by the opposing party.

The term 'legal costs' refers to (1) costs caused by the preparation and presentation of the case (adduction of evidence, witness fees, court costs, etc.), and (2) attorney's fees. Furthermore, compensation is paid for (3) the work done by the party, as well as (4) party's direct losses relating to the litigation. All these heads of costs are treated similarly.

The 'loser', i.e. the party who will be liable for the legal costs of the opposing party, is determined by comparing the plaintiff's claim to what he was awarded. If the plaintiff's claim is partially upheld but to such a degree that neither plaintiff nor defendant can be considered having lost the action, each party shall bear its own legal costs.[1]

1 Code of Judicial Procedure Section 21 Chapter 3.

If the loser pays all, are all of the winner's costs and fees reimbursed or just a part (e.g., a reasonable amount)?

The liability of the losing party is not without restrictions. The losing party shall only be liable for the *reasonable* costs incurred by the *necessary* measures of the opposing party. That is, before liability can occur, the winner's costs must pass a two-part test. First, the costs sought to be recovered from the losing party need to be incurred by measures, which were necessary for the presentation of the opposing party's case. Second, the cost of each such measure is recoverable only up to the amount deemed reasonable for said measure.

For example, it would not be possible to charge an exorbitant amount for a simple written pleading even though the said measure is necessary for filing a claim. The hourly fee itself can be whatever, as long as the total amount charged is reasonable. Hence, high hourly fees require high productivity. The same might not be true for attending the trial.

In practice, though, the representatives of the parties are understandably reluctant to challenge the reasonableness of the costs or the necessity of the measures of the opposing party beyond what they themselves have done and charged for it.[2] As the courts cannot adjust the liability of the losing party beyond what has been challenged on their own motion, the practical significance of this limitation is diminished.

2 In 2008 the median legal costs of plaintiffs and defendants were 6,500 euros and 5,554 euros respectively. The median award on costs was 5,277 euros. Kaijus Ervasti, *Käräjäoikeuksien riita-asiat 2008* (Helsinki: Oikeuspoliittinen tutkimuslaitos, 2009), 21.

Are there special rules for appeals? How are the additional costs and fees allocated?

The same basic rules apply to appeals, while the legal costs at stake *cumulate* as the litigation progresses from one instance to another.[3]

Hence, in addition to the allocation of appeal costs, the court of appeal decision covers also the *re-allocation* of costs awarded in the previous instance. For example, if the judgment given by the court of first instance is reversed on appeal, the losing party is rendered liable for the appeal costs of the opposing party, and the costs incurred by the opposing party in the court of first instance. In the Supreme Court the costs may once again be re-allocated.

Although the re-allocation of costs is the main rule, exceptions may apply. This lessens somewhat the risks associated with the appellate process.

Who pays for the taking of evidence, especially the costs of (expert and other) witnesses? Are such costs a significant factor in the overall costs of litigation?

The witness fees (expert and other) are paid by the parties. The party, who has called a witness, shall pay the witness fee. A witness is entitled to a reasonable compensation for his or her necessary travel and maintenance expenses as well as for loss of earnings.[4]

3 *See* Government Bill "Hallituksen esitys Eduskunnalle oikeudenkäyntikulujen korvaamista koskevien säännösten muuttamisesta 191/1993".

4 Code of Judicial Procedure Chapter 17 Section 40

The witness fees can eventually be charged by the winner against the loser.

By a rough estimation the witness fees account for 10 to 20 percent of the legal costs of both parties, although there is great variation.

How are costs and fees typically allocated if the parties settle their dispute? (and what percentage of civil suits is typically settled?)

If the parties settle their dispute, the parties typically bear their own legal costs.

However, in case the parties are unable to agree on the allocation of costs, court shall upon request from the parties give a separate order on costs.

The costs should be allocated according to the same principles as in disputes litigated to the judgment. If the court is able to sufficiently reliably determine who would have lost the dispute had it been litigated to the judgment that party will be treated as losing party. If such a determination cannot be made, the party to be treated as losing party will be determined by comparing the original claim to the settlement.

In any case, the extent of the actual liability of the "losing party" should be reasonable in the light of the general principles set forth in the Code of Judicial Procedure Chapter 21.[5] There is no exact data on what percentage of cases are settled, as settled cases are often simply cancelled.

5 *See* Finnish Supreme Court Decisions 1996:131, 1997:77, 2001:68, and 2002:96.

According to one estimate based on interviews of judges nearly half of the cases are settled.[6]

II. Exceptions and Modifications

Are there (statutory or other) exceptions to the basic rule (e.g., for specific kinds of situations, cases or parties)?

There is a number of important exceptions and modifications to the basic rule on the basis of (1) nature of the case, (2) actions of the parties, and (3) equity.

First, in cases not amenable to settlement out of court the parties shall be liable for their own legal costs, unless there is a special reason to render a party liable, in full or in part, for the legal costs of the opposing party.[7] Such special reasons may exist, for example, when the losing party was acting in the capacity of a state authority, or the conduct of the losing party can be deemed abusive.[8]

Second, if the winning party has deliberately or negligently caused a frivolous trial to be held, the winning party shall be liable for the legal costs of the opposing party, unless there is reason to order that the parties shall bear their own legal costs.[9] A trial is considered frivolous if the result sought after in the trial could have been achieved outside court. For example, a defendant may cause a frivolous trial to be held by failing to disclose material facts, which would

6 Kaijus Ervasti, "Riita-asiat tuomioistuimissa," in *Katsaus oikeudellisten instituutioiden toimintaan ja oikeuden saatavuuteen*, ed. Marjukka Lasola (Helsinki: Oikeuspoliittinen tutkimuslaitos, 2009), 51.

7 *Code of Judicial Procedure* Chapter 21 Sections 1 and 2.

8 Antti Jokela, *Oikeudenkäynti*, vol. III (Helsinki: Talentum, 2004), 298.

9 Code of Judicial Procedure Section 21 Chapter 4 Paragraph 1.

have prevented the plaintiff from bringing the claim, had he been aware of such facts.[10]

Furthermore, if a party has deliberately or negligently caused the other party to incur legal costs which could have been avoided by proper conduct during the trial, he will be liable for such costs regardless of how the liability for legal costs otherwise is determined.

Third, if the case has involved so complicated or ambiguous legal issues that the losing party has had a justifiable reason to pursue the proceedings, the court may order that the parties are to be liable for their own legal costs in full or in part.

It should be noted that the standard of complicated or ambiguous legal issue is interpreted rather strictly. Such issues arise when the codified law is silent or inconsistent, and there is no complimentary.[11]

Same holds true, when, in view of the circumstances giving rise to the proceedings, the situation of the parties or the significance of the issue, and taking all aspects of the case into account, it would be manifestly unreasonable to render one party liable for the legal costs of the other, the court may on its own motion reduce the payment liability of the party.

10 Hallituksen esitys 191/1993, 13.

11 Antti Jokela, *Oikeudenkäynti III*, 307.

Are there any mandatory pre-litigation procedures (e.g., mandatory mediation) with an impact on cost and fee allocation?

There are no formal mandatory pre-litigation procedures. However, the possibility of a settlement shall be determined in the preparation[12], and the court must endeavor to persuade the parties to settle the case.[13]

Moreover, the pre-trial settlement negotiations may have a significant impact on the eventual cost and fee allocation. In particular, when determining the allocation of legal costs the outcome of the trial will be compared to any valid settlement offers preceding the trial. If the outcome of the trial is not better for the winning party than the rejected settlement offer, the winning party may not only have to bear its own costs but also pay for the losing party's costs.[14]

Are party agreements (in a contract) allocating costs and fees in case of litigation common? To what extent are such agreements enforceable (e.g., even against consumers)?

Party agreements on the allocation of costs and fees in case of litigation are extremely rare. In theory, though, there are no obvious legal barriers to enforce such agreements, as the question of allocating legal costs is amenable to settlement.

Since the basic rule employed is that the loser pays the legal costs of the winning party, party agreements would typically entail that the winning party's right to recover its costs

12 Code of Judicial Procedure Chapter 5 Section 19.

13 Code of Judicial Procedure Chapter 5 Section 26.

14 *See* Supreme Court judgment 2008:52.

would be somehow limited, thus reducing the financial risk of litigation.

The practical barrier to such agreements~~, especially in company consumer relations~~ lies in the insurance terms of litigation insurances, which apply to most consumers and even many companies. The typical insurance terms of litigation insurance require that the insured demand the opposing party to pay for his legal costs in case the insured party prevails. This debt must then be subrogated to the insurance company paying for the insured's legal costs.

Now, any agreement by the insured, which results in the reduction in his potentially recoverable legal costs, would allow the insurance company to deny insurance coverage for the insured. This would then significantly increase the expected cost of litigation for the insured.

Furthermore, if agreements between companies contain conflict management clauses at all, they typically concern arbitration.[15]

Are parties allowed to represent themselves? If yes, in all cases or only in some?

The parties can represent themselves in all civil cases.

15 These views are based on the personal experiences of two experienced attorneys, Mr. Juha Kiiha and Mr. Mats Welin, whom I kindly thank for their assistance on the matter.

How common is self-representation?

Self representation is relatively rare. In 2008 only 5 percent of plaintiffs and 15 percent of defendants were unrepresented in tried cases.

The majority of parties are represented by an attorney (a member of the Finnish Bar Association) or another lawyer. Hence, a person who is not a member of the Finnish Bar Assocation may represent clients in trials, although members of the bar are in a in favored position in some situations, for example when the defendant is appointed a counsel by the court.

A person without a law degree can represent a party in trials only if the party is a close relative of the said representative (parent, offspring, sibling, or spouse).

III. Encouragement or Discouragement of Litigation

Are the rules governing cost and fee allocation designed to encourage or to discourage litigation - in general?- in particular kinds of cases?

The rules governing cost and fee allocation are generally intended to affect the *quality*, not the quantity of cases tried.

The idea is that legal cost shifting will encourage meritorious claims across the spectrum of different cases, when confident potential plaintiffs expect that they can recover their legal costs. Correspondingly legal cost shifting

is intended to discourage frivolous claims, when less confident plaintiffs will find the expected value of litigation to be negative.[16]

It has been suggested by many, including the author, that the unintended consequence of increased financial risk involved in litigation due to cost shifting discourages all, even highly meritorious claims from middle- and low-income plaintiffs. Similarly, defending against a frivolous claims against a deep pocket plaintiff may be too risky for such persons.[17]

How much do parties (especially plaintiffs) typically have to pay up front, e.g., in the form of- court costs (into court)- attorneys fees (retainer)- costs of taking evidenceDo up-front payment requirements have a deterrent effect on potential litigants?

No up front payments needs to be made into court, or to other officials.

Attorneys, however, have the right to ask for a retainer. The retainer can cover a portion of attorney's fees and the expected direct expenses arising from the assignment. In practice up front payments to attorneys are relatively rare, though. Approximately 20 percent of attorneys never ask for a retainer and only 3 percent of attorneys ask often for a retainer.[18]

16 *See* Hallituksen esitys 191/1993, 21.

17 *See* Jarkko Männistö, "Oikeudenkäyntikulut kannustimena - taloustieteellinen analyysi oikeudenkäyntikulujen korvausvelvollisuuden vaikutuksista," *Lakimies* (2005): 79-97.

18 Suomen Asianajajaliitto, *Asianajajatutkimus 2007*, 26

Also witnesses are entitle to have advance, although it is quite rare in practice.

Generally up front payments are small enough not to deter potential litigants.

IV. The Determination of Costs and Fees

What determines the amount of court costs - the type of court? The amount in controversy? Other factors?

The court costs are determined solely on the basis of the stages of procedure involved before the case is closed.

For example, if the litigation ends after the exchange of pleadings (written preparation) the court cost is 79 euros whereas full trial before three judges will be 179 euros in the court of first instance. Hence, the quality, financial interest, or general scale of the case have no effect on the court costs, which are, in most cases, negligible.

As the court costs are clearly not enough to cover the actual costs arising out of the procedure, courts are for their part clearly providing for a highly accessible public service.

How are lawyers' fees determined? By statute (schedule), and if so, are the rates binding or can clients and their attorneys agree to in- or decrease them? By the market? What are the main criteria?

Lawyers' fees are determined by the market, except for legal aid cases, where the maximum hourly fee is determined by statute.[19]

An average hourly fee for attorneys for representing a client in trial was 177 euros (all rates excl. vat 22%) in 2007, which makes it slightly less than in cases not involving trial work, where an average hourly fee is 182 euros.[20] Most likely this is due to the fact that in legal aid cases the hourly fee of attorneys is, by statute, only 100 euros (91 euros in 2007).

The client's ability to pay for the services often affects the hourly fee. First, attorneys serving mainly business clients charge an average of 221 euros per hour, whereas attorneys serving mainly private clients charge an average of 150 euros per hour.[21] Second, 70 percent of attorneys claim they have given substantial discounts or worked *pro bono* for social reasons.[22]

Who finally determines the concrete amount to be awarded to the party/parties? Does the decision maker have discretion? What form does the decision take (integral to the judgment, separate court order, etc.)?

The allocation of legal costs is determined with final effect by the judge sitting the case.

19 Legal Aid Act 257/2002.

20 Suomen Asianajajaliitto, *Asianajajatutkimus 2007*, 23.

21 Ibid., 25.

22 Ibid., 26.

The judge has plenty of discretion on the basis of the exceptions and modifications to the basic rule, even though the margin of discretion allowed by the main rule is narrowed down to what the parties (their attorneys) admit as reasonable fee.

A claim for the compensation of legal costs must be made before the conclusion of the hearing of the case, and the decision on costs is integral to the judgment.[23] The decision on costs is separately appealable, although such appeals are rare in practice.

V. Special Issues: Success-Oriented Fees, Class Actions, Sale of Claims, and Litigation Insurance

Are success-oriented fees allowed? In particular- contingency fees (a percentage of the sum won)?- no win-no fee arrangements?- success premiums (higher fees in case of a victory)?- other fees depending on the outcome of the litigation?If yes,- are such fees a recent development (since when)?- are they regulated by law (e.g., capped)?- does the loser have to pay the enhanced (success) fee?Are such fees allowed or common across the board or in particular cases only?

Simple time based fees independent of the outcome of the case are strongly preferred by attorneys.[24]

Although success oriented fees are allowed, Finnish Bar Association requires that the use of contingency fee

23 Code of Judicial Procedure Chapter 21 Section 14.

24 Suomen Asianajajaliitto, *Asianajajatutkimus 2007*, 23.

arrangements and success premiums is justified by special reasons.

Despite the unsympathetic attitude such fee arrangements be considered a recent development. They have been explicitly allowed since the ratification of the first Finnish Bar Association fee regulation in 1961.

The success fees are not explicitly regulated by law, but like attorney's fees in general, they must be reasonable.[25] The loser's liability for the enhanced fee depends on whether the court considers the enhanced fee still to be within the limits of 'reasonable'. In the absence of case law on the matter, one can only speculate how courts would approach the problem. Probably a party could successfully challenge a fee, which would substantially overrun that of his own lawyer, though.

Is it allowed to sell claims for purposes of litigation? (i.e., can a plaintiff subrogate his claim to an attorney, a law firm, or an entrepreneur who finances the litigation and thus assumes the litigation risk?)

Selling claims for purposes of litigation is generally allowed. However, it is common only on the part of undisputed claims, which are sold by companies in large scale to debt collection agencies.

Individual disputed claims are rarely, if ever subrogated. Attorneys and law firms are not willing to buy disputed claims, probably for a multitude of reasons. Even if a lawyer or a law firm had the necessary working capital for buying and

25 Matti Ylöstalo, and Olli Tarkka, *Asianajajan käsikirja* (Helsinki: WSLT, 1998), 236.

litigating disputed claims, and the necessary experience and talent to recognize winnable cases, such activities would most likely be met with prejudice by colleagues and the judiciary, hence making it a less tempting idea to increase turnover.

Comment [1]:
Pitääkö täydentää?

Are there special rules for class actions, group litigation or other types of lawsuits (e.g., actions brought by consumer organizations)?

Class action is available in consumer disputes. The defined group of consumers is represented by the consumer ombudsman.

Legal costs in such group litigation are allocated according to the same rules as in normal two-party litigation.[26] As the costs are borne by the consumer ombudsman in the event of loss, they are not financially relevant factor for the individual members of the group.

Can one insure against the costs (including fees) of litigation? By buying specific litigation insurance? By buying coverage in other policies (e.g., automobile liability or homeowners insurance)? Is such insurance common? How does it work in practice?

It is possible to insure against the costs of litigation either by buying coverage in of homeowners insurance (consumers), or by buying a specific litigation insurance (companies).

In fact, litigation insurance is part of homeowners insurance by default, which makes it very common. Unfortunately, the terms of such litigation insurance are generally quite poor. Many of the most common causes of disputes – employment,

26 Group Litigation Act 444/2007, Section 17.

investment, divorce, and custody issues – are not covered. The policy will typically cover only the insured's own legal costs, while the policy amount is generally only 8,500 euros, which is on the low side even for simple disputes.

Companies are nearly not as frequently insured against litigation, while exact data is unavailable. Depending on the terms of the policy, litigation insurance will cover the insured's own legal costs, or even those of the opposing party in case the insured is rendered liable for them.

VI. Legal Aid

Is there a publicly funded legal aid system? If yes, roughly how does it work (through financial support, court appointed counsel, or otherwise)?

There is a publicly funded legal aid system. A legal aid agency grants legal aid upon application. The applicant is then appointing a public legal aid counsel or an attorney, who shall represent the applicant in the trial.

Legal aid covers, in part or in full, the applicants legal costs, including court costs, legal fees, and witness fees, along with some other, minor costs. The percentage of legal aid of the total legal costs of the applicant is determined on the basis of the applicant's income.

Is there privately organized help for indigent or other clients (e.g., through pro bono work)?

Finnish legal aid system is relatively extensive and accessible, thereby making large scale pro bono work unnecessary. Some local branches of Finnish Bar Association

offer pro bono counsel to assess, whether legal representation of the counseled is required.

Is legal aid generally available to all parties in need or is it rather awarded/available selectively?

Legal aid is awarded selectively and progressively on the basis of financial criteria as a proportion of the applicant's legal costs.

It is intended to small and medium income people. In particular, if the applicant's monthly available means are less than 1,500 euros, he is entitled to the minimum legal aid of 25 % of legal costs, whereas monthly available means below 700 euros entitle him to full legal aid. When the financial conditions for legal aid are met, legal aid is, in practice, always available to the applicant.

In case there are no public legal aid counsels available, the applicant will be appointed an attorney. In a study from 2005 only 4 percent of attorneys representing legal aid clients felt that there was not enough attorneys and legal aid counsels to satisfy the need, whereas 57 percent found there to be too many.[27]

Are litigation costs and fees considered a serious barrier excluding certain parties from access to justice?

Given the moderate cost of litigation coupled with the rather extensive right legal aid, the cost of litigation does not, in itself, exclude anyone access to justice.

27 Marjukka Litmala, and Kari Alasaari, *Köyhäinavusta kansalaisoikeudeks: Oikeusapu-uudistuksen seurantatutkimuksen I osaraportti* (Helsinki: Oikeuspoliittinen tutkimuslaitos, 2004), 77.

However, the cost-shifting rule coupled with the fact that the loser is rendered liable for the opposing party's legal costs in full significantly increases the financial risk involved in litigation, and thereby creates a barrier to access to justice.

The *threat* of having to pay the one's own and the opposing party's legal costs is obviously a strong deterrent to risk averse parties and to parties with limited solvency, such as consumers and small businesses.

Legal aid or litigation insurance is to no avail, since they don't cover the opposing party's legal costs. Indeed, a little over half of attorneys handling legal aid cases answered in a survey that they often recommended their clients not to pursue their case in court due to the risk of having to pay the opposing party's legal costs.[28] Similarly, in another survey concerning labor law issues, attorneys and legal aid counsels found that the cost shifting rules prevent litigation even if the case should, in their opinion, be tried in court.[29]

Because of the severe financial risk involved in litigation, disputes between consumers and companies are frequently disposed by the consumer dispute board, which renders recommendations on how disputes between a consumer and a company should be resolved. Although the recommendations by the board are not binding, courts tend to follow these recommendations, which is why the parties generally follow the recommendations.

28 Ibid., 78.

29 Kairinen Martti et al., *Työsopimuslain toimivuus: Työsopimuslain seurantatutkimus II osaraportti* (Helsinki: Työministerið, 2004), 100.

What makes the consumer dispute board such an appealing forum for dispute resolution is the fact that the procedure is simple and cheap. Moreover, both parties bear their own legal costs, which reduces the risk further.

Are litigation costs a barrier to bringing certain kinds of cases, e.g., because the amount in controversy is too low to make litigation economically feasible?

Given the cost-shifting rule and the way it is typically applied (loser pays all), the amount in controversy alone is not enough to determine, whether litigation is economically feasible.

The expected value of litigation is a function of the amount in controversy, the litigation costs, and the probability of prevailing. If the probability of prevailing is sufficiently high, practically any sized claim can be made or defended against with a positive expectation regardless of the litigation costs.

Indeed, in approximately half of the cases the combined litigation costs of both sides was more than the actual amount in controversy.[30]

VII. Examples

Please state, or provide a good faith estimate of, the sum total (i.e., for both sides) of costs and fees of litigating to final judgment in the first instance a routine private or commercial (e.g., contract, tort, or property)
- small claim, e.g., (the equivalent of) $ 1,000

30 Kaijus Ervasti, *Kärājäoikeuksien riita-asiat 2008*, 21.

- small to medium claim, e.g., $ 10,000
- medium to large claim, i.e., $ 100,000
- large claim, e.g., $ 1,000,000.

The cost of litigation depends on the complexity of the case, which does not correlate perfectly with the amount in controversy.[31]

For the purposes of this report we will, however, assume that a small claim means simple claim and large claim means a complex one. In routine small claims (< $ 1,000) the total litigation costs would typically be around 2,000 to 4,000 euros. In routine small to medium claims ($ 1,000 – $ 10,000) the total litigation costs could be somewhere in the region of 5,000 to 10,000 euros. In routine medium to large claims ($ 10,000 – $ 100,000) the total litigation costs could make 10,000 to 40,000 euros. In routine large claims ($ 100,000 – $ 1,000,000) total litigation costs could be somewhere between 40,000 to 100,000 euros.

If a plaintiff lost a $ 100,000 claim after litigation, what would his/her cost and fee liability roughly be?

Again, we are assuming that a $ 100,000 claim will mean a case of medium to high complexity. According to recent survey plaintiff's median fee liability is almost 100 percent of the defendant's median legal costs,[32] which are in turn about 80 percent of the plaintiff's legal costs.

Assuming that the median cost allocation applies here (which it might not do), and that plaintiff's legals costs were

31 For example the median amount in controversy in disputes concerning real property and employment is approximately the same (30,000 euros), whereas the plaintiff's median litigation costs is 50 percent higher in the former (12,000 euros vis-à-vis 8,000 euros). Ibid., 20-22.
32 Ibid., 21.

15,000 euros, his liability of the defendant's legal costs would amount to 12,000 euros.

His total legal costs would then be 27,000 euros.

If a defendant lost a $ 100,000 claim after litigation, what would his/her cost and fee liability roughly be?

The plaintiff's median recovery is about 80 percent of his median legal costs, which corresponds the median legal costs of the defendant.[33] Assuming that the median cost allocation applies here (which it might not do), and that the plaintiffs legal costs were 15,000 euros, defendant's liability of the plaintiff's legal costs would amount to 12,000 euros.

Bibliography

Ervasti, Kaijus. *Käräjäoikeuksien riita-asiat 2008*. Helsinki: Oikeuspoliittinen tutkimuslaitos, 2009.

Ervasti, Kaijus. "Riita-asiat tuomioistuimissa." In *Katsaus oikeudellisten instituutioiden toimintaan ja oikeuden saatavuuteen*, edited by Marjukka Lasola, 43-64. Helsinki: Oikeuspoliittinen tutkimuslaitos, 2009.

"Hallituksen esitys Eduskunnalle oikeudenkäyntikulujen korvaamista koskevien säännösten muuttamisesta 191/1993."

Jokela, Antti. *Oikeudenkäynti*. Vol. III, Helsinki: Talentum, 2004.

Martti, Kairinen, Heikki Uhmavaara, Seppo Koskinen, Jyrki Tala, Ahti Laitinen, Anne-Mari Kauppi, and Jari Murto. *Työsopimuslain toimivuus: Työsopimuslain seurantatutkimus II osaraportti*. Helsinki: Työministeriö, 2004.

Litmala, Marjukka, and Kari Alasaari. *Köyhäinavusta kansalaisoikeudeks: Oikeusapu-uudistuksen seurantatutkimuksen I osaraportti*. Helsinki: Oikeuspoliittinen tutkimuslaitos, 2004.

Männistö, Jarkko. "Oikeudenkäyntikulut kannustimena – taloustieteellinen analyysi oikeudenkäyntikulujen korvausvelvollisuuden vaikutuksista." *Lakimies* (2005): 79-97.

33 Ibid.

Suomen Asianajajaliitto. *Asianajajatutkimus 2007.*
Ylöstalo, Matti, and Olli Tarkka. *Asianajajan käsikirja*.
Helsinki: WSLT, 1998.