

---

## Final Decision

---

---

Date 2 May 2025

---

### Introduction

Mrs B was the claimant in a litigation matter against two defendants, against whom she was claiming monies owed on a rental property. Mrs B had retained solicitors but in XXXX instructed Mrs [Pauline] Lewis [who, for the purposes of this decision I will refer to as 'PGL'] to represent her at court in dealing with the claim. Mrs B's claim was successful at court in XXXX, but the issue of costs was deferred to a separate hearing. PGL represented Mrs B at court in XXXX and was instructed again in XXXX to represent Mrs B in the costs hearing. Following the court hearing in XXXX, and up to the point of instruction in XXXX, Mrs B had been acting as a litigant in person.

Although PGL was closely involved in the matter from instruction in XXXX, she was unavailable for the costs hearing, held on XXXX and passed the matter on to another barrister, who for the purposes of this decision I will refer to as 'WL' who was responsible for finalising the court bundle and for representing Mrs B at court. Mrs B's retainer however remained with PGL throughout, and I am satisfied that it is fair and reasonable to determine all complaints against her.

Mrs B was unhappy with the outcome of the XXXX costs hearing and raised a complaint about various aspects of the preparation and representation that PGL had provided to her. She complained that;

- 1. WL wrongly suggested to the court that Mrs B had provided illegible documents and information,**
- 2. PGL failed to ensure that Mrs B received a client care letter regarding the costs hearing,**
- 3. WL was poorly prepared for the costs hearing on XXXX,**
- 4. WL failed to follow instructions to adjourn the hearing prior to XXXX,**
- 5. PGL and WL submitted three bundles to the court without seeking approval from Mrs B,**
- 6. PGL and WL failed to ensure that the court bundle was prepared in good order, as it contained errors;**
  - a. Form N260 was not prepared in accordance with Civil Procedure Rules ['CPR'] requirements,**
  - b. The electronic documents were not uploaded in a viewable format to the court,**

- c. The witness statements submitted to the court had not been seen, approved nor signed by Mrs B**
- 7. PGL and WL failed to ensure that all sensitive and private information relating to Mrs B had been redacted from the court bundle**

I have read and reviewed the evidence and comments provided by both Mrs B and PGL in relation to the complaint, and I have also carefully considered the comments provided by the parties in response to my colleague's Case Decision. Mrs B has confirmed in an email dated 12 April 2025 that she accepts the finding and recommendation set out in that report, but PGL has confirmed that she rejects the findings and recommendation set out in the Case Decision in an email dated 19 April 2025. She raises several comments about the Case Decision that I will address in my decision below.

PGL's position overall is that she relied completely on Mrs B to provide documentation and information on which to base the court bundle but she failed to do so, and PGL was in a position where she was unable to reconcile papers provided by Mrs B and had to rely on documents which were illegible. PGL says that Mrs B decided "*at the last hours*" to compile her own court bundle and sent a bundle on XXXX, five days before the hearing, which was "*put together without explanation nor relevance to documents already supplied*". I will address the issue of the bundle below.

**1. WL wrongly suggested to the court that Mrs B had provided illegible documents and information**

1.1 Mrs B says that she provided PGL and WL important information and documents to form the court bundle, which evidenced the costs she was seeking to claim from the defendants. She says that these documents were presented to the barristers in a clear and collated manner but when they were presented to court, they were jumbled and difficult to follow. Her complaint is that WL then implied to the court that it was the fault of Mrs B.

1.2 PGL says that the documents were sent to her in the manner that they were presented to the court. She says that she had been provided with documents which Mrs B then re-sent to PGL on XXXX after she had told PGL that she wanted to be responsible for preparing her own bundle, and these documents were sent "*without explanation nor relevance to documents already supplied*". Furthermore, PGL says that she had no option but to put illegible documents into the bundle which Mrs B was informed of and was told that the papers could not be reconciled.

1.3 PGL's points are noted and I will address the issue of documentation and the bundle below. The issue here is whether WL told the court that Mrs B was at fault for the fact that documents in the bundle were illegible and that the bundle was difficult to follow. Mrs B was not at the XXXX hearing – PGL says that she *“failed to attend court”* but I do not accept this criticism, it was always the case that Mrs B would not be able to be there on the day, but her husband did attend on her behalf. As my colleague states in the Case Decision, the transcript from the hearing shows that the judge could rely on some of the documents but not others and felt that supplied bank statements were less reliable than invoices from counsel and cost schedules from the instructed solicitors in calculating costs incurred.

1.4 WL did refer to the quality of the bundle saying *“unfortunately, it's out of my control”* and *“I accept the criticism that [documents are] not very legible”*. The judge's view was that *“it clearly isn't great”* and referred to the fact that Mrs B had prepared the bundle *“to the best of her ability”* and concluded that *“This isn't a matter of presentation. It's a matter of the claimant having instructed a barrister, at some cost to herself, legally represented at a hearing, not having provided legible documents providing clear evidence of the costs”*.

1.5 Setting aside Mrs B's contention that the documents she supplied were clear and collated, which forms the basis of a separate complaint, I have seen no evidence that WL suggested to the court that it was Mrs B's fault that the bundle was not clear or that the N260 schedule was not CPR compliant. The judge was critical of the documents that had been put in front of them, but I have seen no blame attributed to Mrs B or evidence that WL said anything which was unfair or untrue. I cannot therefore uphold this complaint and have to conclude that the service here has been reasonable.

## **2. PGL failed to ensure that Mrs B received a client care letter regarding the costs hearing**

2.1 Mrs B says that she was not given a client care letter in relation to the costs hearing. It was agreed that PGL would represent her in the costs hearing after the XXXX hearing had concluded and the issue of costs was stayed to be dealt with later.

2.2 PGL says that a client care letter was provided in XXXX at the time of the initial instruction, and the costs hearing was a continuation of that retainer. She says that no separate client care letter was necessary as she was always instructed to deal with costs and the XXXX hearing was *“nothing new”* and Mrs B always knew that she had to pay an extra fee for costs so *“it is questionable what a client care letter was required for”*.

2.3 As PGL was instructed via the barristers' Direct Access Scheme, I would expect her to issue a client care letter to Mrs B each and every time she was instructed on a matter, setting out the costs, what the work did and did not include, and what Mrs B's obligations were under the retainer. Such a letter was provided on XXXX in respect of the XXXX court hearing, and the letter states under the heading "*Work I will carry out*" that "*We have agreed that I will read through your papers and prepare to represent you at your upcoming hearing on XXXX [...] I also confirm that I will attend the hearing on your behalf. If you require me to do any further work following this hearing there will be a new letter of agreement between us*". Underneath this, it also states that "*If subsequent work is needed on this matter, and I am available to do the extra work, there will need to be another letter of agreement between us*".

2.4 PGL's position is that "*the matter was not settled at the hearing on XXXX because the costs hearing had not yet taken place. The judge was not minded to award any costs or to award minimal costs to [Mrs B] because [Mrs B] had not provided evidence of her costs*" and that "*No separate client care letter was necessary. The client had instructed me to include costs*". She also says that Mrs B knew that additional costs would be payable for dealing with the costs hearing so it is "*questionable what a client care letter is required for*".

2.5 I have seen however that the details of those costs were dealt with in WhatsApp messages between XXXX and XXXX – the costs of preparation for, and attendance at, the costs hearing.

2.6 Having carefully considered the matter, I am of the view that the costs hearing preparation and attendance formed a separate instruction and, following PGL's own terms of business, should have been set out in a separate client care letter. The scope of instruction in the XXXX client care letter does not include attendance at subsequent costs hearings and I would not expect it to do so, as I am of the view that PGL was entitled to charge separately for dealing with any costs hearing. However, this should have been set out in a client care letter, and it wasn't. I agree with my colleague's Case Decision that this was poor service on PGL's part, and I therefore uphold this complaint.

### **3. WL was poorly prepared for the costs hearing on XXXX**

3.1 Mrs B says that WL arrived at court poorly prepared for the case, and this was commented on by the judge at the hearing and affected the judgement made by the court.

3.2 WL says that he was sent a bundle to which all parties had contributed, and he presented a summary of costs to the court based on the bundle, however the judge chose to ignore this. PGL says that Mrs B wanted to prepare her own bundle on

XXXX, three days before the hearing, and provided a collection of documents “*put together without explanation nor relevance to documents already supplied*”. She says that all issues with the bundle were caused exclusively by Mrs B and there is no evidence to support the complaint that WL was poorly prepared for the hearing. PGL says that Mrs B needed to evidence her costs to the court which the judge was critical of, and this information had been needed in a timely manner and for Mrs B to explain to her which documents related to which part of the claim, something that she “*categorically failed to do*”.

3.3 I have seen that, when PGL agreed to deal with the costs matter on XXXX, it was understood that neither she nor Mrs B would be present at the hearing. PGL confirmed via WhatsApp on XXXX that “*I can prepare your case on or before XXXX and I can arrange for a senior barrister to attend on the day for you. I will let you have their details once I have organised it*”.

3.4 I have seen that PGL then instructed WL and provided bundles and briefing notes to him on XXXX, and following this a further email was sent on XXXX with copies of bank statements. I accept PGL’s comment that these had all come from Mrs B, but some of the bank statements were faded and were not legible.

3.5 The documents sent over on XXXX also contained the N260 costs schedule, with a claimed amount of £14,317.89, which, as my colleague correctly states in the Case Decision, significantly differed from the figure provided to the other side and the court on the same date of £22,877.89.

3.6 I have seen WhatsApp exchanges between Mrs B and PGL from XXXX in which Mrs B expresses her unhappiness with the bundle, saying “*I have worked tirelessly to put everything together as much as I could but it feels like my efforts are being wasted. I know this is just a case for you but I have spent 8 years trying to bring these criminals to justice*”. Mrs B also questioned “*where are the statements? The email you sent does not include all of them [...] Also one of the bank screen shots is do blurred we can’t even see [solicitors] on it anymore [...] I would much rather you submitted everything properly first time rather than relying on the council to add everything up on the day. I would like everything submitted with the proper calculations please and I can’t see the screen shots of the bank statements above so I need them attached please*”.

3.7 Mrs B then provided PGL with a word document on XXXX that “*contains all the screen shots of my payments, the invoices I have managed to find and some cost schedules. I will also attach my bank statements to this email if I can if not then within the next email*”. PGL has claimed that Mrs B wanted to prepare her own bundle but I do not agree this is the case, rather Mrs B was unhappy with the bundle and wanted to ensure that all the documents and information she had relating to costs were included and presented to the court.

3.8 PGL says that she had “*no option but to put illegible documents in the bundle*” and says that she informed Mrs B that she could not reconcile the information provided to her and that they did not make sense. I have seen no evidence of PGL conveying that message and I would not expect a barrister to produce a bundle to court which contained illegible documents, it cannot be in the client’s best interests to do so. Rather, I have seen an email from Mrs B to WL on XXXX – the day before the hearing, describing the bundle as “*truly a bundle of mess!*” WL’s response was “*Let’s proceed with confidence*”. I am satisfied that neither PGL nor WL raised any concerns about the bundle with Mrs B prior to the XXXX hearing nor did they manage expectations about any shortcomings in the financial information supporting the claim.

3.9 In the Case Decision, my colleague has produced a table based on the court transcript which sets out references to the preparation of the information and the way that the costs were presented and dealt with the illegibility of bank statements. I am satisfied that this table correctly sets out what was discussed, is accurate and based on the transcript, and nothing has been taken out of context. Whilst I would not normally include evidence in my final decision extracted from a Case Decision, I am of the view that it is important to do so in this case as it evidences the lack of preparation from WL for the XXXX hearing.

<i>Page</i>	<i>Comment from</i>	<i>Content</i>
2	<i>Barrister 2 regards other side’s skeleton argument</i>	<i>I only got it on the way here in the taxi, and, well, I didn’t read it...I would be taking instructions which I haven’t done.’</i>
3	<i>Barrister 2 regard bundle</i>	<i>Putting together the schedule that was originally put in place, because I was involved in doing that</i>
4	<i>Barrister 2 regard statement</i>	<i>The signed version, unfortunately, wasn’t too late to serve. I have a copy of the signed statement today and it’s a very poor-quality copy.</i>
5	<i>Judge on Bundle</i>	<i>I was handed something illegible by the usher earlier.</i>
10	<i>Other side on adjournment</i>	<i>if there is any sort of move to make an application for an adjournment on the basis, we need more time to put our house in order, that will obviously be met very strongly with resistance from me,</i>
13	<i>Barrister 2 on being prepared</i>	<i>The witness statement, I didn’t have a copy of that, I gave you my only copy, but I couldn’t read the full of it, fullness of it.</i>
13	<i>Judge on the order</i>	<i>the burden of proof is on the Claimant to prove those costs were incurred in this litigation and that those costs are reasonable and</i>

		<i>proportionate. That, that's on her. It's her claim so she has to show that.</i>
14	<i>Judge on evidence</i>	<i>I mean clearly there are queries about that because it's not particularly well particularized but that is, at least, some evidence of work conducted in this case. As regards payments out to law firms and print outs of bank statements, they're rather less reliable than invoices from counsel and costs schedules from solicitors.</i>
14	<i>Other side on N260</i>	<i>N260. But that, that is a very important document because that identifies exactly what work was done and when. So in the absence of that being completed and the, and the, Judge, Judge you've rightly identified various matters which probably are just about all you can pick out from this, but the point still remains that no valid statement, witness statement was served in time.</i>
16	<i>Other side on presentation</i>	<i>starting point here of noncompliance, witness statement not filed, signed 24 hours before, N26 not completed in a form which will allow the Court to assess and against that background</i>
16	<i>Barrister 2 searching for documents</i>	<i>If you turn, if you're looking at the bundle, I don't know, the first lot of bundle or the second lot of bundle, there are a bill of costs in there.</i>
17	<i>Judge on legibility</i>	<i>t's quite hard to read, I think.</i>
17	<i>Barrister 2 on legibility</i>	<i>It is very, yes and, unfortunately, it's out of my control that but, yes, at page 3 there is one and then there is, oh look, there's another, there's, I think there's about three bill of costs.</i>
17	<i>Judge on legibility</i>	<i>But can you read what the total says on page 4? Because I'm having trouble even reading that.</i>
17	<i>Barrister 2 on evidence</i>	<i>Oh, well, I don't know which, but there's a bundle that consists of 39 pages, in that bundle, but it's not very legible. I, I, I have got a more legible copy of that amount. I think in my, I have seen a bit more legible one Judge and unfortunately, I try and get these things, they're copied so many times, page 4, well, you say</i>
18	<i>Barrister 2 on legibility</i>	<i>although I accept the criticism that they're not very legible</i>
19	<i>Judge</i>	<i>So I'll make a finding here that, that the, the order hasn't been complied with.</i>
19	<i>Judge on legibility</i>	<i>This isn't a matter of presentation. It's a matter of the Claimant having instructed a barrister, at</i>

		<i>some cost to herself, legally represented at a hearing, not having provided legible documents providing clear evidence of the costs</i>
20	<i>Barrister 2 on being asked why the evidence had not been produced legibly</i>	<i>Well it's, it's, I, as I said, this was, I have seen more legible copies electronically but I haven't seen it, well it didn't print out well.</i>
22	<i>Judge on discretion</i>	<i>err on the side of caution because the documents aren't particularly legible and aren't particularly clear. So balancing the prejudice</i>
26	<i>Judge on order</i>	<i>The costs just aren't clear.</i>
27	<i>Judge on evidence</i>	<i>The costs of the solicitors, from the schedule, from the information I can see that starts at page 3 of the bundle, where there isn't any total that's legible. I can see some work has been conducted but I don't feel it's safe to rely on the statement of costs and the N260 because it's just not evidenced.</i>

3.10 WL provided an attendance note after the hearing in which he says *"I realised that the judge was having difficulties reading the documents that formed my client's breakdown of her fees based on the information and quality of the documents that was supplied to me"*.

3.11 It seems from the evidence that WL was aware of the shortcomings in the evidence but was seeking to explain the position to the judge at court on the day of the hearing, but as he says the judge chose to ignore this and made a decision based on the evidence before them. I agree with the Case Decision however that to present illegible documents to court was poor service and I am satisfied that the transcript shows a lack of preparation and knowledge on WL's part as he could not find documents at the time or provide information relating to the costs.

3.12 It is also significant that that the N260 was found to be non-compliant with CPR, this should not have happened and again was poor service provided to Mrs B. On the basis of the transcript evidence set out in my colleague's table above I am satisfied that there was a lack of preparation on WL's part and poor service provided to Mrs B. I do therefore uphold this complaint.

#### **4. WL failed to follow instructions to adjourn the hearing prior to XXXX**

4.1 Mrs B complained that WL was asked to seek an adjournment of the XXXX hearing but failed to follow this instruction.

4.2 WL says that there was no instruction to adjourn the hearing.



4.3 I have seen that Mrs B emailed WL the day before the XXXX hearing saying “*I wish there was some way of postponing it*”.

4.4 I do not interpret this as an instruction for WL to seek adjournment and I cannot therefore determine that WL failed to follow instructions and provided poor service here. I have seen that WL did ask the judge to adjourn but the judge refused this on the basis that they said the request was made one hour into a ten-minute hearing but had the request been made at the outset they may have considered it. I cannot find however that WL provided poor service here and I cannot uphold this complaint.

**5. PGL and WL submitted three bundles to the court without seeking approval from Mrs B**

5.1 Mrs B says that the barristers submitted three bundles to the court but did so without her knowledge or consent.

5.2 PGL says that it was not the case that three bundles were submitted, rather it was just one and that was shared with Mrs B before being sent.

5.3 The evidence shows that PGL sent a draft bundle to Mrs B on XXXX for comment and then again on XXXX, this bundle containing costs information and a witness statement. Mrs B then provided further information and documents on XXXX and on XXXX WL sent an updated bundle to the court. Mrs B was copied into that email. I have not seen evidence of a further third bundle being provided to the court.

5.4 I am satisfied from the evidence that I have seen that the two barristers each provided a bundle to Mrs B and then WL provided a final bundle to the court on XXXX. He was required to do so. I appreciate that Mrs B was concerned about the content of the bundle – with good reason, as it turned out, but I cannot determine that the barristers sent three bundles to the court without Mrs B’s knowledge or approval. I am satisfied that the service provided here was reasonable, and I cannot uphold this complaint.

**6. PGL and WL failed to ensure that the court bundle was prepared in good order, as it contained errors;**

- a. **Form N260 was not prepared in accordance with Civil Procedure Rules [‘CPR’] requirements,**
- b. **The electronic documents were not uploaded in a viewable format to the court, and**
- c. **The witness statements submitted to the court had not been seen, approved nor signed by Mrs B**

6.1 Mrs B says that the barristers failed to provide a bundle to the court that was in good order and which contained errors – the N260 cost schedule was not CPR compliant, and documents were not legible, and that the witness statement had not been signed by her – in fact, she had not seen or approved it.

6.2 PGL says that the court made no finding against WL – there is nothing in the transcript to evidence any criticism from the judge against WL, and furthermore Mrs B was not in attendance at the hearing. PGL says that the issue was that the bundle was prepared by Mrs B “*at the last hour*” and she failed to evidence her costs or explain what documents related to which elements of the claim. WL says that the bundle was a joint effort between himself, PGL and Mrs B and the judge chose to ignore parts of it despite his best efforts.

6.3 I have seen, in PGL’s response to my colleague’s Case Decision, a lot of criticism of Mrs B and the information she provided to them and to the court. I have seen that, prior to PGL’s instruction Mrs B acted as a litigant in person, but having instructed a barrister to represent her I would expect that barrister to ensure that the bundle put before the court was in the best possible state. I do not expect Mrs B to be aware, as a lay person, of how to put together a CPR compliant cost schedule. This is the role of her instructed representatives.

6.4 It is of great concern to me that evidence was prepared that showed a claimed amount of £58,510.59 which was then revised to £28,656 on the day of the hearing. I am also concerned that WL told Mrs B that “*I suppose I do not know the history of your case*” on the day of the hearing, having previously told Mrs B “*Let’s proceed with confidence*”. As my colleague says in the Case Decision, this shows that WL did not have sufficient understanding of the case. This was not a late instruction, WL’s involvement was agreed on XXXX at which point he was sent the bundle – more than two weeks before the hearing. I am satisfied that WL had plenty of time to familiarise himself with Mrs B’s matter, but he failed to do so.

6.5 In fact, at the hearing the other side had said that the starting point was one of non-compliance, with the witness statement not filed or the N260 not completed in such a way that allowed the court to properly assess costs. The judge stated “*This isn’t a matter of presentation. It’s a matter of the Claimant having instructed a barrister, at some cost to herself, legally represented at a hearing, not having provided legible documents providing clear evidence of the costs*”. I do not accept any criticism of Mrs B in this respect, it is for her legal counsel to ensure that the case is put to the court in the best possible way which includes a well put together and evidenced bundle. There is no justification for putting illegible documents in a bundle and I do not accept PGL’s position that she had no choice but to do so.

6.6 Therefore, I agree with my colleague that unclear and incomplete N260 schedules had been provided with significantly different totals which was non-

compliant with CPR. I am satisfied that PGL and WL should have ensured that the N260 was compliant and accurate, and this omission was poor service. I uphold this aspect of the complaint.

6.7 I am also satisfied that documents included in the bundle were illegible and not viewable by the court, and I also consider this to be the fault of the barristers. I do not accept any criticism of Mrs B here. I uphold this aspect of the complaint.

6.8 In respect of the witness statement, I note that PGL says in her response that “*nothing turned*” on the fact that an unsigned statement was presented to the court. The point is noted but I have seen that this was raised by both the judge and the other side during the hearing. WL told the court “*The signed version, unfortunately, was too late to serve. I have a copy of the signed statement today and it’s a very poor quality copy*”. I would question why that was the case, and can find no justification for it. I therefore uphold this aspect of the complaint.

## **7. PGL and WL failed to ensure that all sensitive and private information relating to Mrs B had been redacted from the court bundle**

7.1 Mrs B says that she had asked the barristers to redact any private or sensitive information from the bundle, as she considered herself at danger from the defendants and did not want them to know where she lived or spent time. However, the barristers instead provided information that was not redacted and placed her at risk.

7.2 WL says that he was not informed of a need to redact information in the bundle. PGL says that she has “*no idea what should have been redacted*” as neither Mrs B nor the Case Decision confirm exactly what this is.

7.3 The evidence shows that Mrs B emailed PGL on XXXX, to say “*I do not wish to present my bank statement to the defendants unless all the other transactions are blacked out including the address on the statements*”. It was WL who sent the bundle to the court on XXXX, I have seen no evidence that PGL asked him to redact any of the costs information. Mrs B then emailed WL on XXXX to say “*By submitting my bank statements that show all the transactions my life has been put in danger, as the defendants are criminals who have been trying to hunt me down for years and I have managed to stay safe by not disclosing my life details, which they have full access to now from the bank statements thanks to [PGL] and yourself now!*”

7.4 WL responded to say “*If you wanted them [the bank statements] to be redacted or blocked out you should have said so*”.

7.5 I have no criticism of WL here; I am satisfied that he was not informed by either PGL or Mrs B of the need to redact the statements. My view is that PGL was

informed of Mrs B's wish to have the documents redacted and failed to inform WL who collated and sent the final bundle to court. I am satisfied that this was poor service on PGL's part, and I do therefore uphold this complaint.

## **Decision**

Overall therefore, I am satisfied that PGL provided poor service to Mrs B in failing to provide a client care letter in XXXX, in failing to prepare for the XXXX court hearing, in the preparation of the court bundle and in her failure to communicate with WL regarding Mrs B's request to redact the bank statements.

I note that Mrs B asked for a full refund of the fees paid to PGL to handle the costs hearing, compensation for the financial losses incurred as a consequence of the court's decision made based on the deficient bundles, and compensation for the distress and inconvenience caused to her because of the poor service suffered.

As an ombudsman, what I seek to do is, where I determine poor service, to direct a remedy which puts the complainant back in the position they would have been in had the service been reasonable, insofar as I am able to do so. My directions are not intended to be punitive or designed to sanction the service provider.

I have therefore carefully considered the recommendation set out in my colleague's Case Decision – to direct PGL to pay compensation of £800 to Mrs B, to reimburse to her 70% of the total fees paid – the sum of £665 including VAT, and to pay her 70% of the amount she claimed of £28,656 minus the £8,955.50 that the court did award – the sum of £11,103.70. This comes to a total remedy of £12,568.70.

Turning firstly to the compensation, like my colleague I recognise that this has been a difficult and stressful experience for Mrs B. The litigation, which had been going on for over eight years at that point, was not a trifling matter for Mrs B and I am perfectly satisfied that the poor service that she received exacerbated the stress and frustration she was experiencing. My colleague recommends that Mrs B be paid the sum of £800 in recognition of this, which in the circumstances I find to be fair and reasonable redress, and I therefore intend to direct PGL to pay this amount.

In respect of a reimbursement of fees paid, I am mindful that PGL and WL did undertake some work that was of value to Mrs B and did represent her at the hearing, poor though that representation was in parts. In the circumstances, to direct a reimbursement of 70% of the £950 including VAT paid (I have seen that WL's fee was added to the claim) – the sum of £665 including VAT is in my view fair and reasonable in the circumstances and again I intend to direct this as part of the remedy.

Finally, I must consider whether the poor service did affect the outcome at court on XXXX. Having reviewed the evidence and comments, I am satisfied that this was

indeed the case. I am satisfied that Mrs B did suffer financial loss as a result of the judge's inability to award costs on the basis of a non-compliant N260 schedule and a jumbled and partly illegible bundle – of the £28,656 she was claiming, she received just £8,955.50.

I agree with my colleague that it was highly unlikely that the entirety of the claim would have been awarded but agree also that, on the balance of probabilities, it was not unreasonable for the judge, having been presented with a compliant N260 and clear bundle, would have awarded 70% of the claim. I therefore find there to be a direct financial loss here and find it fair to adopt the remedy recommended by my colleague that PGL be directed to pay Mrs B a sum amounting to £11,103.70 – this being 70% of the total claim of £28,656 minus the lesser sum of £8,955.50 that she was awarded by the court.

I consider these three aspects of remedy to be fair and reasonable redress with the intention that Mrs B be put back in the position that she would have been in had she received a reasonable service by PGL.

My decision is therefore that PGL provided poor service to Mrs B in relation to this complaint, and she is directed to pay Mrs B the sum of £12,568.70.

**Therefore, my final decision is that Mrs Lewis provided poor service to Mrs B in relation to this complaint and she is directed to pay Mrs B the sum of £12,568.70.**