Group 1. **<u>Employment Agreements</u>**. You are a sole practitioner and you receive a phone call from the owner of a local website design service (WebStar, Inc.). The sole shareholder of WebStar (Mimi Flatpan) wants to hire a graphic artist to create custom logos and website backgrounds. She has done some interviews, and thinks she has found the ideal candidate. The artist candidate (Sherry Dawson) has told her that she graduated from the New York Institute of Graphic Design in 1990 and has worked in the computer graphics industry for twenty years. Flatpan believes that this experience and prestige will help Flatpan win over new clients. Also, Dawson is somewhat "famous" for inventing a patented method of layering photographs over geographical features and landmarks. This layering process – called StoneFaces – is used to personalize websites. Flatpan is worried about all the "legal issues" involved and needs your help. Consider the following facts: Flatpan wants to pay Dawson a weekly salary of $800.00, and she wants Dawson to devote all of her working hours to the company (approximately 40 hours a week), with two weeks of paid vacation per year and five sick/personal days. She wants whatever designs or graphics the artist creates to be property of the Company, forever. She wants to be able to use Dawson's patented process in her own clients' websites, forever, without having to pay much, if anything, extra. She wants to be sure that Dawson can't leave and start her own website design service or go work for another website design service, and she wants to keep Dawson from talking to or contacting her current clients or prospective clients if Dawson leaves. She doesn't want to be "stuck" with Dawson if things don't work out – so she wants to be able to fire her for any reason at any time. Flatpan has also told you that Dawson wants to receive stock in the company at the end of each year as a bonus if the company is making a profit. Flatpan does not want Dawson to *ever* have more than twenty percent of the company, and she doesn't know how to work out the details as far as giving her stock, so she'll leave that to you. Also, if Dawson ever leaves WebStar, Flatpan wants to get the stock back, *somehow*, and she doesn't mind paying Dawson for it.

Draft a representation agreement, an employment agreement (including non-competition, non-solicitation, stock incentive, and "made-for-hire" clauses), and a license agreement. (Simmons, Watson, and Porter)

Group 2. **Asset Purchase Agreement**. You are a new associate at a large law firm. One of the partners has asked you to handle a "small" transaction. An existing client, Dog World, LLC, wants to expand. Dog World's owner, Tom Gooden, has been looking at purchasing a small mom-and-pop pet supply store with several locations in the East Tennessee area (one in Knoxville, one in Rutledge, and one in Newport). The mom-and-pop is called Cathy's Canine Care, and they sell gourmet dog treats, homemade dog food, and handmade pet sweaters and accessories. Cathy Richardson started Cathy's Canine Care ten years ago, when she was married to Hank Richardson. Two years ago, Cathy and Hank got divorced, and Cathy wants to "sell out" so she can spend more time with her kids. Actually, the divorce is not final, but Hank never had anything to do with Cathy's Canine. Dog World thinks Cathy's Canine Care is a great business: they have a loyal customer base, low overhead, and a great financial statement. Cathy owns the building and land (free and clear) where the Rutledge store is located, but she rents the Knoxville and Newport locations. There are about six months left on each of those leases. Cathy Richardson has provided the last three years' financials to Dog World. Cathy has also promised to give Dog World her proprietary dog treat and dog food recipes. Dog World wants to buy all of Cathy's inventory in each of the stores. Dog World wants to buy the Rutledge property and keep the leases for the other stores. Dog World also wants to keep the name of Cathy's Canine Care. Tom Gooden has told you that he's a little worried about buying the Rutledge property because the store is located in a converted warehouse loft that was used as a battery manufacturing plant and storage facility back in the 1940s and 50s. He wants to make sure that Dog World is not on the hook if some contamination comes to light. He'd rather "not know" about any possible contamination – he just wants to be sure he's not responsible. Dog World is willing to pay up to $250,000.00 for the business and an extra $125,000 for the real property. Mr. Gooden has told you that Cathy Richardson has hinted around that she wants to be able to sell her dog treats and dog food over the internet. He doesn't have a problem with that so much, but he doesn't want Cathy to be able to sell her treats and food locally or sell to any of her current customers. He's not sure how "you lawyers" handle that sort of thing.

Draft an asset purchase agreement (with appropriate schedules and non-competition and indemnity clauses), lease assignment/assumption agreements, warranty deed, and any intellectual property agreements necessary to consummate the deal. (McGehee, Manning, and Hatter)

Group 3. **Commercial Property Sale**. You represent Magnum Bank, N.A. They have approached you about doing the paperwork for a deal that is near and dear to the president's heart. The bank's client, Will Greenlee, wants to start a real estate development called "Greenlee Acres." The bank is agreeing to lend Greenlee up to $20 million to purchase and develop 21 acres of rolling meadow-land on Cherokee Lake in Hawkins County, under the following terms: the bank will lend $8.1 million for the purchase of the land. The bank wants a first priority deed of trust on the property. The bank wants Greenlee to record restrictive covenants to make sure that the property will be developed in a certain way. Specifically, the bank wants to make sure that no trailers or manufactured houses are allowed, that the minimum square footage is 1,800 s.f., that all home exteriors are at least 50% brick façade, and that out-buildings, sheds, RV's, parking on the street, chain-link fencing, and other unsightly elements are prohibited. They also want to preserve the residential character of the development and prohibit all forms of commercial activity. After the initial purchase of land, the bank will lend Greenlee an additional $2.5 million on the following schedule: $500,000 after the engineering specs and plats have been approved and recorded, $500,000 after the roads are cut, $500,000 after sewer and water lines are installed, $500,000 after roads are paved, and $500,000 after landscaping, signage, and street lights are completed. The bank will agree to a standard "rock clause." The bank wants to have the sole discretion to approve each phase, but not so much that they could be found liable for any negligence or acts of Greenlee. In fact, the bank wants Greenlee to hold it harmless for any of his or his agents' negligent acts and to indemnify it for any claims arising out of his purchase and development of the property. For each spec house that Greenlee chooses to build, the bank will lend $500,000 for construction on a standard draw schedule, as long as Greenlee's financial situation has not deteriorated *much*. If Greenlee does not build any spec houses, the bank will have no obligation to lend any money other than what is set forth above. The bank will release its deed of trust on individual lots (whether built out by Greenlee or sold to other builders) on a case by case basis, and subject to the bank's approval of the sales price. The bank will agree to a competitive interest rate and repayment schedule.

Draft a commitment letter, master promissory note, deed of trust, form release of deed of trust, and restrictive covenants. (Ranero, Bell, McMillan)

Group 4. **Franchise Agreement**. Your client, Paul Esposito of Paul's Pizza Palace, Inc., has been remarkably successful. You were the sole practitioner who incorporated Esposito's business ten years ago, and now he wants you in on the action when he hits it "big time." He has been asked by some local entrepreneurs to market his business as a franchise. He has no idea what this means, really, other than it will be sort of like Pizza Inn or Kentucky Fried Chicken. He wants you to draft a standard franchise agreement that he can present to potential entrepreneurs. He wants to be able to "get at a big chunk" of the franchisees' income. Of course, he wants the franchisees to use his recipes, logos, and color schemes. In fact, he wants the franchisees to be forced to buy his paper products (with his logo imprint) and other specialized products (like aprons, menus, table tents, etc.) because he plans to make a profit by selling those things at a price higher than he pays for them. He wants to be able to inspect the franchisees' books, and to be able to take back all trademark materials if the franchisee goes outside protocol, gets a bad quality review, stops paying, or for any other legitimate reason. He wants to have a standard personal guaranty agreement in case the franchisee is doing business as a limited liability entity or under an assumed name. What Mr. Esposito would like to have are "form agreements" where he can basically fill in the blanks without having to "think too much" or incur constant legal fees. Mr. Esposito knows you probably don't like the idea of doing work with no future fees involved, so he is offering you the following: for drafting the forms and giving ongoing general advice (and partly in exchange for your faithful legal support over the last ten years), he wants to give you a "piece of the action." He wants to know if it's legal for him to pay you a "royalty" on each franchise agreement that is executed. Basically, he plans to give you 1% of his net franchise fees for the life of the franchise agreement, if it's legal. If such a thing can't be done, he wants you to draft a "retainer" agreement where he will give you a yearly flat fee in exchange for your continued advice, as needed. Also, Paul isn't "good with words," so he wants you to come up with some kind of letter that he can give to people who might want to open a franchise. He's nervous about "over-selling" the business, and he doesn't want to be liable for anything down the road; however, he does want to generate interest and excitement over his business's success.

Draft a form letter to prospective franchisees, a form franchise agreement, a form guaranty agreement, and a royalty (if it's legal) or retainer agreement. (Marsh, Quinn, Yancy)

For each group – sketch out major issues, decide the substantive law to be researched, identify key terms and provisions in each document and facts that need to be fleshed out or made up. Generate a preliminary division of labor. Use class time to brainstorm, ask me for clarification, and make a plan. Don't forget to keep your time and document everything (including "attorney notes," lists, timelines, etc.) for inclusion in your Project Notebook. Every word in each agreement should be defended. Your final presentation needs to last for one hour. You are encouraged to be creative – you can use handouts, props, multimedia, outside actors, etc. Remember to keep notes of your partners' participation. Each of you will be asked to grade and critique your partners' efforts – don't want generic comments (need specific justification for each grade).

Don't make me read through pages of form agreements – don't go too far outside the "problems" – although you can make up key terms and facts necessary to complete the assignment.

# Contract Drafting

**FALL SEMESTER 2004**

**HIGHSCHOOLTOCOLLEGE.COM**

**HYPOTHETICAL FACTS AND INFORMATION**

This is a hypothetical fact pattern. Any similarity to any company, person, enterprise or thing whatsoever is wholly coincidental. Although based in part on a collection of actual events, all names have been changed.

These materials are the basic information you will need for this hypothetical. They may be supplemented with additional, party-specific information as the module proceeds.

Business Description:

HighSchooltoCollege.Com (the "Company") was founded by Paul and Mary Hamstead, two technology savvy business school graduates that developed a business model while in their second year of business school, which Mary attended after dropping out of her second year of law school because of the workload. It is essentially a marketing conduit aimed at high school and college students in the United States.

The Company derives revenue primarily through the sale of sponsorships, advertising and other promotional services. It also generates fees from its various commercial relationships. To date, the Company has registered over 5.6 million members, and during December 2001 its web site generated approximately 500 million page views according to third party monitors.

The Company has established a central hub that acts as an intermediary between students and key elements of the High School and College experience, including proprietary technology that allows members to instantly identify and contact other members based on specific criteria, such as school, major, location, place of birth, hobbies and interests. The Company provides its members with instant messengering, universal integrated e-mail and voicemail services, which can be accessed through the internet or telephonically. The Company also provides its members with other communication and posting services that allows members to share experiences and communicate among themselves.

Since its inception, the Company has not generated enough revenue to cover the substantial amounts it has spent to create, launch and enhance its products and services. In calendar year 2000, the Company generated revenues of $2.9 million, incurred operating expenses of $23 million, and took charges on its balance sheet of an additional $5.6 million of non-cash charges, such as depreciation, amortization and stock-based compensation. This resulted in a net loss of $25.7 million. Calendar year 2001 was better for the Company, but it still failed to show a profit: Revenues climbed to $10 million, operating expenses dropped to $20 million, and non-cash charges dropped to $4 million, leaving a net loss of $14 million.

Despite these financial results, the Company believes that its business model is solid and that it is well positioned to succeed over the long term in the evolving new economy. In the U.S. alone there are over 25 million students attending high schools and colleges or universities. Increasingly, students are using the internet to enhance the school experience, simplify the academic process and buy and sell goods and services. Market watchers estimate that student total spending power was over $200 billion in 2000, and that high school and college students made online purchases totaling over $800 million during the same period. Online purchases by this same group are expected to grow to between $2.5 and $3 billion by 2006. From a marketing perspective, high school and college students have been a difficult demographic to reach due to their active and mobile lifestyles and unpredictable consumption of conventional media. The Company believes that the internet and its unique portal and membership base is an effective mechanism for accessing these students.

The Company had projected that it would "go public" through an IPO in late 2001 or early 2002. However, as the IPO market for technology companies has softened (to say the least), the Company began to look for a strategic partner or buyer that would infuse more cash and the potential for further growth into the Company through an acquisition of the Company or substantially all of its assets. After a few failed courtships, the Company has decided that it would like to pursue negotiations with TakeAdvantageOfStudents, Inc. an multi-national concern based in Newport, Rhode Island.

TakeAdvantageOfStudents, Inc. is in the business of providing internet "clearing house" and "ombudsman" services that relate to the worldwide student market. It is a public company, and its stock price has been very volatile, ranging from $35 at the beginning of 2000 to $4 presently – in the last weeks its trading range has been between $7 and $3, with no clear rhyme or reason. Earnings per share were -$0.56 for calendar year 1998, -$0.40 for calendar year 2000, and -$0.4 in 2001 – hopefully leading to positive profits in 2002.

TakeAdvantageOfStudents links providers of goods and services to students with those students – providing them with one stop access to a variety of discount coupons and promotional offers from companies such as Proctor & Gample, AHAP, Harcourt, Brace, Volonovich and the like, as well as student loan providers, loan consolidators, credit card companies and magazine publishers. These companies pay TakeAdvantageOfStudents a flat fee for the initial link, and 0.4% of the gross amount of any transactions that are obtained as a result of a link.
In an effort to curtail excessive attorneys' fees, and to further pander to the student audience, the Company, TakeAdvantageOfStudents, Inc., and Paul and Mary have decided to let this class serve as their counsel. Groups of students will represent the buyer, seller and the insiders of the sellers. Counsel to buyers, sellers and insiders will meet to discuss strategy and progress, will seek guidance from their clients on business decisions, and will then conduct negotiations and documentation sessions with opposing counsel.

HighSchooltoCollege.Com

Balance Sheet

As of December 31, 2001

| | |
|---|---|
| ASSETS | $17,525,019.83 |
| Real Property | $0.00 |
| Personal Property | $17,525,019.83 |
| Petty Cash | $2,054.64 |
| Depository Accts. | $743,627.00 |
| Security Deposits | $239,269.97 |
| Stock of Subsidiaries | $309,128.11 |
| Accounts Receivable | $3,687,389.49 |
| Loan Payable (Pres.) | $100,000.00 |
| Intellectual Property | $5,000,000.00 |
| Rolling Stock | $75,000.00 |
| Office Eq./Supplies | $41,530.00 |
| Machinery | $2,504,025.00 |
| Goodwill | $5,000,000.00 |
| LIABILITIES AND STOCKHOLDERS EQUITY | $17,525,019.83 |
| LIABILITIES[1] | $12,345,048.61 |
| Secured Debt | $0.00 |
| Unsecured Priority Debt[2] | $361,288.79 |
| General Unsecured Debt | $11,983,759.82 |
| STOCKHOLDER'S EQUITY | $5,179,971.22 |

[1] Note that the listing of liabilities is not in GAAP format – it is in the form of distinctions that are largely relevant to legal, as opposed to business, analysis of the debt structure of the company.

[2] Largely taxes and wage debt.

Officers:

Paul HamsteadHighSchooltoCollege.Com4231 South Beach DriveMiami, Florida

Mary OrtizHighSchooltoCollege.Com4231 South Beach DriveMiami, Florida

Sole Director:

Paul HamsteadHighSchooltoCollege.Com4231 South Beach DriveMiami, Florida

State of Incorporation: Delaware

Paul is 29, Mary is 31. Note that Paul and Mary were formerly married but separated two years ago, their divorce was final as of 3/30/00. Neither has remarried. The divorce was fairly amicable, but some tensions remain. They have no children.

Shareholders:

| | |
|---|---|
| Paul Hamstead<br>4231 South Beach DriveMiami, Florida | 1,000,000 shares common stock HighSchooltoCollege.Com |
| Mary Ortiz<br>4231 South Beach DriveMiami, Florida | 1,000,000 shares common stock HighSchooltoCollege.Com |
| Various Venture Capitalists, | 5,000,000 shares PreferredMedia Partners and Friends<br>Class A Stock, Featuring 6%of Paul & Mary Cumulative Dividend,<br>Convertible To Common Stock upon Public Offering; Liquidation<br>Preference |

Confidential Facts for Counsel for HighSchooltoCollege.Com & Paul and Mary[3]

Many of the entities with which the Company has contracted with for content and linked services are equity holders. These parties have already received their shares of stock, generally under agreements that are separate from (and often not even referenced in) the contracts that govern the on-going relationships. These entities are likely to be very disappointed if the sale does not produce enough funds to pay all creditors in full and provide for a substantial distribution to common shareholders – which is unlikely. Some of these contracts contain anti-assignment clauses, some expressly allow assignment, others are silent. This being the case, they will likely resist any purported assignment of their contracts to the Buyer, and may seek to renegotiate those contracts when they learn of the sale, all to the detriment to the Buyer. The Buyer may not have realized this likely course of events at this time.

Your main objective in this transaction is to maximize the price that will be received by the Company for the sale of assets. You have advised Paul and Mary that, as directors and officers, their duty is to maximize the return to shareholders (or, if the company is insolvent or in the so-called "zone of insolvency," to maximize the return to creditors). This means that you want as many assets as possible to be included in the sale, and for the highest price to be obtained. For any present value analysis purposes – if payment is to be made over time -- the Company generally uses a 10% discount rate. You will want to emphasize the going concern value of the Company rather than the liquidation value of the assets.

Although there are really not enough data points to provide you with a standard, business valuation experts generally use a revenue (as there are no earnings) multiplier of between 2 to 4 for this sort of business.

The officers have instructed you to negotiate the best deal possible, and handle all the legal issues, turning to them for the business issues as they arise. They have indicated that they would like, at a minimum, for the sales price to be at least 1.5 times the book value of the assets, or approximately $25.5 million, which would leave room for some distributions to equity.

Paul and Mary, individually, are primarily concerned with continued employment. They have been drawing salaries of $400,000 annually, and would like that to continue – although they understand that may not be possible. Paul is devoted to this business, and would like to stay on forever, as long as the acquirer will also hire Ron Olson, his "go-to guy". Ron currently makes $80,000 per year. Mary would like to stay on for up to a year and then transition on to other business opportunities and away from her former husband. Paul and Mary's instincts are to choose higher salaries for themselves over an increased purchase price payable to the company, but they have some sense of fiduciary duty and a desperate fear of lawsuits. They prefer cash payment over stock, but Paul in particular is willing to take up to 75% of his compensation in stock if the company will provide him with a position in its future.

[3] Note that you represent both the company and its owners and officers. You need to pay attention to conflict of interest issues, as well as the fiduciary duties of Paul and Mary to various constituencies. I will expect your final presentation to note and discuss this aspect of the negotiation in particular.

Facts for Counsel for TakeAdvantageOfStudents, Inc.

TakeAdvantageOf Students' believes that acquiring HighSchoolToCollege's business and operating it as a division linked to its other sites will produce synergies that will translate into operating results far beyond those of any other company in the industry. As such, it is very important that the acquisition be of the business as a going concern and that relationships with vendors and strategic partners be maintained.

With that said, TakeAdvantageOfStudents does not want to pay more than it has to. It considers the book value of HighSchoolToCollege's assets to be high in comparison to their actual replacement or liquidation value. It has its doubts about the accuracy of the balance sheet valuations of intangibles, such as intellectual property and goodwill. It would like to purchase the company for a value of no more than $20 million, with as much of that value being paid in its own stock instead of cash, including the salaries of any insiders that are hired. It has more than enough treasury stock to fund the entire purchase, but realizes that this is unlikely. Currently, it would like to hire Paul and Mary and Ron Olson, their contract supervisor; but it wants to be in a position to terminate Paul and Mary (but not Ron), within no more than 6 months, and preferably 3 months, after the closing and a smooth transition. Although company executives believe that Mary is a repository of institutional knowledge and wish to be able to tap that asset in the future, they believe that Paul is an egotistical blowhard who has built the business on his enthusiastic marketing skills and is largely unnecessary to the TakeAdvantageOfStudents business model. They would be happy to be rid of him as soon as the sale closes and the transaction is complete. TakeAdvantageOfStudents is a "lean and mean" organization, with its executives earning a flat $120,000 a year at all levels, with an adjustable bonus of stock awarded at the end of each calendar year. Those bonuses have ranged from $25,000 to $300,000 in value (of the stock, on the day it was awarded).

You have been told that, although there are really not enough data points to provide you with a standard, business valuation experts generally use a revenue multiplier of between 2 to 4 for this sort of business.

The officers have instructed you to negotiate the best deal possible, and handle all the legal issues, turning to them for the business issues as they arise.

Contract Drafting
Spring 2003
Peter Sherman

Negotiation Exercise
Med-Mal: McCall v. Smith

DISPUTE:

A medical malpractice suit was filed by the plaintiff, Aaron McCall, a jazz pianist, against a physician, Brooke Smith. McCall alleged that Smith negligently treated him with a drug called AR-21. Lawyers for the parties have stipulated to the following facts:

1. McCall sought treatment from Smith for arthritic pain in his hand,
2. Smith administered AR-21 during the first office visit,
3. AR-21 is a new drug for arthritic pain that is used by about 10 percent of physicians treating arthritis,
4. McCall returned complaining of numbness,
5. Smith advised McCall to let the drug wear off,
6. McCall underwent several weeks of treatment under the direction of another medical professional, and
7. The numbness in McCall's hand eventually subsided.

In his complaint, the plaintiff alleges negligence and battery and seeks (i) $20,000.00 for the cost of therapy, (ii) $60,000.00 for income lost as a result of missed performances, and (iii) $420,000.00 for pain and suffering. The defendant's medical malpractice insurance lapsed prior to McCall's original office visit with Smith.

Contract Drafting
Spring 2003
Peter Sherman

Negotiation Exercise
Med-Mal

NOTES FROM INTERVIEW WITH AARON McCALL:

At first McCall had been experiencing pain in his fingers after concerts. Eventually, the pain became more frequent and extended to his hand. Although it hadn't affected his ability to perform, McCall was afraid that it might do so if he did not obtain treatment for the problem. He consulted Smith because she was known to be the best rheumatologist in the region. Smith diagnosed McCall as having arthritis. McCall asked Smith whether, if he left the condition untreated, it could become permanent. Smith said she could not rule that out. He assumed she knew he was a famous pianist. After all, if he knew of her, why wouldn't she know of him? Smith said the side effects of AR-21 were minimal, nothing to worry about, so he let her give him an injection.

At first McCall's hand felt better. Several days later, he could not move his fingers at all. McCall returned to Smith's office without an appointment, and he was told she was too busy to see him for more than a few minutes. He thought that she was being very arrogant. When Smith only examined him for five minutes, McCall stormed out of the office. The next day, McCall went to another doctor, a neurologist, whose practice was located in Chicago.

The second doctor was not familiar with AR-21, but after checking, told McCall that temporary numbness was a side effect in 7% of the cases. Permanent numbness was seen in 2% of the cases. The neurologist performed extensive tests to determine the nature and extent of the damage and prescribed intensive physical therapy (also in Chicago) three times a day for several weeks. McCall had frequent follow-up office visits with the neurologist, each time taking the full battery of tests. McCall was a nervous wreck and missed several performances until the numbness went away. Now he says his hand and fingers feel better than ever.

McCall tells you that he was in an automobile accident a couple of weeks after he was treated by Smith. A friend was driving him to his physical therapy appointment. He was not injured, but his state of mind was so shattered with the accident on top of the side effects of the AR-21, that the emergency room doctors sedated him and kept him in the hospital for the night.

McCall's medical insurance will cover a portion of his medical expenses, but they are questioning the need for such extensive and frequent physical therapy and neurological testing. They have refused to pay any of his travel-related expenses.

Your opinion of McCall is that he has a very appealing personality and is very high strung. However, you are concerned that he might not make a good witness because he appears to be a very poor listener. He tries to take command of every conversation. McCall is still worried about a recurrence of the side effects of AR-21, although there is nothing in the literature that indicates that to be a possibility. Now that he has recovered, McCall is less upset about the AR-21 treatment than he is about the way he was treated by Smith. McCall says that his agent is concerned that a trial could take too much time and provide adverse publicity, both of which could cost him more than he could recover in court.

# Contract Drafting
# Fall 2002
(Instructor: Kuney)

## STUDENT EVALUATION OF CO-COUNSEL AND OPPOSING COUNSEL

Name: ______________________________

Team/Student Identifier number: _______

CO-COUNSEL EVALUATION

Name of Co-Counsel: ________________

Please assign your co-counsel a grade for their role and participation in the project that was the subject of this module (use the A to F scale, please):

Please provide any additional comments that may be appropriate to explain your evaluation of co-counsel (use separate sheet or back of form as necessary):

OPPOSING COUNSEL EVALUATION

Names of Opposing Counsel: ______________________________________________________

Please assign your opposing counsel a grade for their role and participation in the project that was the subject of this module (use the A to F scale and identify which grade goes with which opposing counsel, please):

Please provide any additional comments that may be appropriate to explain your evaluation of co-counsel (use separate sheet or back of form as necessary):