



JOHNSON
L A W G R O U P

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Website: www.johnsonlawgroup.co.uk

Name:

Date:

Our Reference:

CONGRATULATIONS! YOU ARE NOW A CLIENT

Dear

Your Diesel Emissions Claim against

Thank you for agreeing to instruct Johnson Law Group ("JLG") in respect of the above matter. This letter provides you with important documentation and information about your case.

Your claim

Responsibility for your case

Our Managing Director, Jamie Patton, will be responsible for overall conduct of your file. He is a senior solicitor with over 25 years litigation experience and a Grade A fee earner. The grading of our fee earners and their charge out rates is explained in more detail in the attached documentation. He will however be assisted on your file by other members of our Emissions Team who will assume day to day responsibility for the progression of your case.

Our agreement with you

Johnson Law Group has agreed to enter into a **"No win – No fee"** arrangement with you to help you pursue this claim. The formal term for this is a "Damages Based Agreement" ("DBA"). We have already explained to you that this means we will not charge you if you lose your case and we will never ask you for money upfront to help finance your claim. In return, we take a proportion of your damages if you win.

This letter, the DBA, the Litigation Management Agreement ("LMA"), our Terms of Business and our two forms of authority all form the basis of your contract with us ("the Retainer") and create a legally binding agreement with JLG.

We have attached a leaflet with this letter called "Client Care Pack Explanation" which provides a helpful reminder on how our no win - no fee agreement works in practice but would recommend you

take independent legal advice in respect of the same should you wish to, as this documentation is very important.

Other Important documentation

Please see a schedule attached to this letter setting out the documents that go to make up your Retainer with us.

In addition, we attach: ***The Emissions Group Litigation – How it Works*** - an information sheet to explain how we anticipate this group litigation will play out as well as answer some basic questions. We will however provide you with regular updates on your case.

Your acceptance of our Terms and Conditions

Your continued instructions to us after signing this Agreement, constitutes your acceptance of the terms set out in our Retainer and continued agreement to the contents the Retainer unless you tell us to the contrary.

If you are contacted by another firm of solicitors or someone else claiming to represent your opponent, please tell them that you have already appointed JLG to act on your behalf. You can only appoint one firm to act for you, and any contact from a third party may lead to an attempt to settle your claim for less than it is worth.

Electronic verification

All solicitors must now carry out certain due diligence and identification checks against new clients to ensure they are who they say they are. We call this our Know Your Client (“KYC”) procedure. JLG carries out an electronic check against each new client that comes to us directly through its own platform. This leaves a small “footprint” on your records but will not affect your credit rating. The checks are however standard industry practice and are nothing to be worried about. We will need your date of birth in order to use this service.

We note however in your instance you have come to us through a third-party claims management company who has already electronically verified your address and vehicle details using the same method we do prior to you being introduced to us. We may, from time to time, update our own records and carry out further checks or ask you to provide us with copy ID documentation. We reserve the right to cease acting for you should you refuse to provide this when requested.

Time Frame

It is difficult to estimate how quickly it will take your matter to resolve. This timeframe is largely dependent on regulatory timescales, evidence gathering and the complexities of the case. With any group litigation, a timetable will also be set by the court and when that happens we will provide you with further information on timescales. The process could conclude within 6 months but is much more likely to take several years given the many thousands of claimants involved in this action.

JLG will strive to settle your claim as quickly as possible without compromising the integrity of your claim and will always keep you regularly updated on the progress of your case throughout.

Referral Arrangement

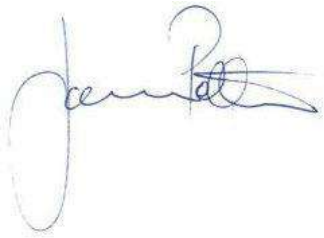
You have been referred to us as a client by a marketing company called Fountain Finances Limited trading as Diesel Engine.Claims. We have a financial arrangement with this company whereby we pay them a fee of £150 at the point at which you sign with us as a client. You are not responsible for paying that referral fee and the fees you will be charged under your Retainer in respect of this matter will not be affected by this financial arrangement.

Next Steps

We will continue to update you as to the progress of your matter and what additional assistance we need from you to enable us to adequately represent your interests in your claim. In the meantime however, if you have any queries or concerns, then please do not hesitate to get in touch.

Kind regards

Yours sincerely

A handwritten signature in blue ink, appearing to read 'Jamie Patton', with a large, stylized initial 'J'.

Jamie Patton

Managing Director

Johnson Law Group

Email: emissions@johnsonlawgroup.co.uk

YOUR CLIENT CARE PACK

We set out below the list of documents in this client care pack. If you are receiving our client care pack via email to “e-sign” then the system will insert your signatures where they need to be. If you are receiving our pack by post, this table may help:

	Document	What it's for	What to do with it
1.	Damages Based Agreement	Your No Win-No Fee arrangement. It sets out what you pay for the work we do for you.	Your signature is required
2.	Litigation Management Agreement	This sets out how we can accept instructions on your behalf from a “client committee” and also how our common costs work in particular when we are seeking to recover them from your opponent.	Please keep a copy
3.	Funding Information Sheet	To provide you with as much information about the various options you have for funding your case and for you to confirm that you are happy to instruct us under the agreed DBA model.	Please keep a copy
4.	Legal Expense Insurance and Union Cover Checker	To explain the need to check for litigation insurance and confirm if you have none.	Please keep a copy
5.	Payment Calculation Sheet	This explains why we have calculated our 50% DBA payment on your case.	Please keep a copy
6.	Form of Authority (1)	This enables us to request documents on your behalf from third parties who hold information about you.	Your signature is required
7.	Form of Authority (2)	This confirms that you are happy to enter into our Retainer with us without taking independent legal advice and agree to us signing statements of truth on your behalf based on the information you provide.	Your signature is required.
8.	JLG's General Terms of Business that apply to all clients	This is an important document that explains our responsibilities to you and such things as how we handle your money.	Please keep a copy

Your signature on our DBA is confirmation of your agreement to all other documents listed above that go to make up our Retainer.

DAMAGES-BASED AGREEMENT

This agreement (the ‘Agreement’) is made on the

Between:

and

JLG Legal Limited, trading as Johnson Law Group (“We” or “Us”) of Chancery Place, 50 Brown Street, Manchester, M2 2JT (each a “Party” and together the “Parties”).

Preamble

This Agreement is a legally binding contract and, in so far as they apply to any part of this Agreement, is made pursuant to the Damages Based Agreements Regulations 2013 (SI 2013/609) (the “**DBA Regulations**”). It contains the terms and conditions under which We agree to work on Your Claim.

The definitions in Schedule 1 to this Agreement are part of this Agreement.

Summary of Agreement

This Summary is provided for general guidance only. It is subject to the terms of this Agreement as set out below. In the event of any inconsistency it will give way to those terms. It should not be relied on in place of reading the full Agreement.

In summary, this Agreement is intended to provide that;

- If You Win Your Claim;
 - You pay Us 50% (including any VAT) of the Damages You recover from Your Opponent;
 - Clause 4 explains why We think 50% is fair and reasonable and if You enter into this Agreement, You are saying You agree;
 - You don’t have to pay us anything extra for Counsel Fees. We will pay those out of the percentage amount that you pay us, not out of the remainder of your compensation;
 - You also pay Us our Expenses, but Your liability to pay our Expenses is limited to sums recovered from your Opponent for our Expenses as Between the Parties Costs or any payments from any ATE insurance policy. This means that in practice You will never have to pay us anything for our Expenses;
 - If your Opponent has to pay anything for Our Fees or Counsel Fees, You get the benefit of that and whatever the Opponent has to pay reduces the amount You have to pay Us;
 - **In practice, this should mean that if You Win, all You have to pay Us is a maximum of 50% of the damages and usually less than that depending on how much the Opponent has to pay for our Fees and our Counsel Fees;**
 - You will also have to pay the costs of any ATE insurance policy, which will be deducted from Your Damages (or reimburse Us for it if We have paid it);
- If You Lose;
 - You don’t pay anything for our Fees – this is a No Win, No Fee agreement. Your Expenses will be covered by any ATE insurance policy;
- There may be circumstances in which our relationship ends before You Win or Lose. Whether You have to pay Us anything if that happens depends on why that happens and is set out in detail in this Agreement.

AGREED TERMS

1. What is covered by this Agreement

- Your Claim for Damages against the Opponent in relation to a “defeat device” fitted to a vehicle that you purchased;
- any appeal made by the Opponent against an Interim Order;
- any appeal You make against an Interim Order or an assessment of costs on Our advice or with Our agreement; and
- negotiations in relation to, and/or a court assessment of, the costs of Your Claim.

2. What is not covered by this Agreement

- any Counterclaim;
- any appeal You or the Opponent make against the first instance final judgment order unless We agree with You in writing that it will be covered by this Agreement; and
- any steps or proceedings to enforce a judgment, order or settlement against the Opponent, unless We agree with You in writing that it will be covered by this Agreement.

2.1 We may be prepared to enter into a separate agreement with You to cover work in relation to these situations should they arise and will discuss that with You at the relevant time.

3. Paying Us if You Win

3.1 If You Win Your Claim, You pay Us the Payment, which is calculated as a percentage of the Damages recovered from Your Opponent (or from another party on behalf of the Opponent).

3.2 The Payment payable by You will be 50% (**inclusive** of VAT). VAT will be payable at the rate which applies at the material time (currently 20%), but, as stated, this is included in the 50% percentage Payment and is not payable in addition.

3.3 The Payment You are liable to pay will be reduced by any Fees or Counsel Fees that have been paid by your Opponent (or which the Opponent has to pay) as Between the Parties Costs, so that You only pay the Payment **net** of those sums. We are entitled to keep those sums, as set out below. In practice, this means that We are entitled to keep any Between the Parties Costs, but that You only then pay the extra, if any, to take the sum payable to Us up to 50% of the Damages We have recovered for You on Your behalf. Usually, this will mean that You will keep more than 50% of the Damages.

3.4 Whatever happens, the Payment cannot, in any circumstances, exceed an amount (including VAT) equal to 50% of the sums ultimately recovered by You. Any contrary statement in this Agreement is wrong and shall be subject to this clause and read down accordingly.

3.5 Whether You Win or Lose, You pay our Expenses. However;

3.5.1 The amount You are liable to pay for our Expenses is net of any sums in relation to our Expenses that have been paid (or in respect of which there is a liability on the Opponent to pay) as Between the Parties Costs and

- 3.5.2 Except where Clause 10 below applies (Termination), your liability to pay our Expenses shall be limited to the sum of any Expenses that have been paid (or which your Opponent has to pay) as Between the Parties Costs or which are met by any After the Event insurance policy.
- 3.6 We will be entitled to keep any interest your Opponent pays in relation to our Expenses.
- 3.7 In the event that You Win Your Claim, You may be entitled to seek to recover some of our Fees, Counsel Fees and Expenses from Your Opponent as Between the Parties Costs. However, even if this is the case:
- 3.7.1 You are unlikely to recover the full amount of the Payment payable by You under this Agreement from the Opponent; and
 - 3.7.2 Any parts of our Fees which are payable by Your Opponent will usually be assessed or agreed by reference to a different method of calculation than the percentage Payment method provided for in this Agreement (the Court will usually assess those costs by reference to the time spent at a reasonable hourly rate, plus reasonable expenses incurred). This is a notional calculation only and does not affect Your liability under this Agreement (except to the extent that it is relevant to the amount of Fees the Opponent may be liable to pay);
 - 3.7.3 For the purposes of this notional calculation it is agreed that the calculation should be approached on the same basis as set out in Clause 4 of the Litigation Management Agreement You have agreed with Us. In summary, and subject to the terms of that Litigation Management Agreement, this is as if You (and any other client involved in the same collective Claim of group of Claims who has Won their Claim) has;
 - 3.7.3.1 a Several Liability in respect of the Individual Costs of their Claim;
 - 3.7.3.2 a Several Liability for their Proportionate Share (calculated in accordance with the terms of the Litigation Management Agreement) of any Common Costs of the Claim.
 - 3.7.4 You remain liable for any balance of the Payment. Your liability to pay our Expenses will usually be limited to the sum of any Expenses that have been paid (or which your Opponent has to pay) as Between the Parties Costs or which are met by any After the Event insurance policy.
- 3.8 You agree that any sums in respect of our Fees, Counsel Fees and/or Expenses that are paid by any other party to the Claim or Proceedings (or in respect of which there is a liability for that other party to pay) by agreement or order of the court (i.e. Between the Parties Costs) shall be paid to Us in addition to the net Payment and net Expenses as provided for by the preceding provisions of this Agreement.
- 3.9 You agree that any sums payable to You by way of Damages or Between the Parties Costs shall be paid directly to our client account by Your Opponent or any other third party responsible for paying those sums. If the Opponent refuse to make payment to Us and insist on paying You directly, You agree immediately to transfer those sums to our client account. Upon receipt of those sums, We are entitled to deduct any sums due to Us in accordance with the terms of this Agreement and any remaining premium for 'After the Event insurance' which You are liable to pay. The balance will be paid to You.

3.10 If Your Opponent does not pay any Damages or Between the Parties Costs that are owed to You in accordance with any relevant judgment, order or agreement, You agree that We have the right, at our election, to take recovery action in Your name to enforce such liability. Our services in that regard do not form part of the services provided under this Agreement unless We have expressly agreed with You in writing that they do. In the event that We decide to take such recovery action and We have not agreed to do so under the terms of this Agreement, We will agree separate terms with You in respect of the same. In default of express further agreement, such services will be provided on the basis that We will be paid for such services on an hourly rate basis, plus expenses (which, in that instance, may include Counsels' Fees), in accordance with our standard terms and at the hourly rates set out in Schedule 1 which shall apply for the purposes of those standard terms.

4. The reasons for setting the amount of the Payment at the level agreed

4.1 The Payment is set at the level set out in clause 3 for the following reasons:

- the fact that if You Lose Your Claim We will not be paid our Fees in respect of the work We will have undertaken in respect of Your Claim;
- the fact that our entitlement to the Payment is limited to a percentage of the sums ultimately recovered by You (if any) in respect of Damages;
- our arrangements with You about paying our expenses. We have agreed that We will fund Expenses during the claim and your liability for Expenses is limited as set out in clause 3.
- the risks that We consider exist in relation to claims of this type. Your claim is one of a large number of similar claims. We have considered both the risks for this type of claim, and the amount of work that we expect to have to do as a whole. In particular:
 - The upfront investment that we have to make when acting in cases like this is very substantial;
 - The law in relation to this type of claim is relatively new; and
 - Our exposure in terms of unrecoverable costs if the claims are unsuccessful is considerable.

However, the level of payment is not set by reference to the specific facts of your claim, or the prospect of your individual case succeeding or failing. It is a fixed, standard fee which we apply to all claims of this type. It is the only basis on which we are prepared to offer our services to you for a claim of this type. You should be aware that other firms of solicitors may offer different forms of funding or forms of funding with different percentages of damages payable as part of other funding packages. We are not able to advise in relation to the funding arrangements other firms may offer. We consider this Agreement and the percentage Payment to be reasonable in all the circumstances.

For the reasons above, We believe that this is a reasonable percentage to receive as the Payment and, by agreeing to this Agreement, You confirm that You have understood that the level of Payment is set on this basis and that You agree with the level of Payment.

5. Paying Us if You Lose

5.1 If You Lose Your Claim, such that You do not recover any Damages or Between the Parties Costs from Your Opponent, then You do not have to pay Us the Payment or anything in respect of our Fees or Counsel Fees.

5.2 Subject to Clause 10 you will not have to pay us any Expenses if You Lose, since your liability is limited to the sum of any Expenses that have been paid (or which your Opponent has to pay) as Between the Parties Costs or which are met by any After the Event insurance policy. See clause 7 for more information.

5.3 If You Lose Your Claim, You are likely to be liable to pay Your Opponent' costs (and may be liable for some such costs even if You Win Your Claim). If You have taken out an After the Event insurance policy, this will usually pay those costs for You.

6. Counsel Fees

6.1 Any disbursements We incur in respect of Counsel Fees are included within the Payment. This means that You do not have to pay Us separately for Counsel Fees.

6.2 It is possible that Counsel will also act in this claim on a Damages Based Agreement and that the Counsel Fee for doing so will be part of the Payment payable to Us under this Agreement. We are not obliged to enter into such an arrangement with counsel.

7. Expenses

7.1 You are liable to pay our Expenses (which for the avoidance of doubt do not include our Fees or Counsel Fees) whether You Win or Lose Your claim.

7.2 However, except where Clause 10 below applies (Ending the Agreement), whether you Win or Lose your Claim, your liability to pay our Expenses is limited to the sum of any Expenses that have been paid (or which your Opponent has to pay) as Between the Parties Costs or which are met by any After the Event insurance policy.

7.3 We will not require You to pay any of our Expenses during the course of Your Claim and We will fund such Expenses during the claim.

7.4 If You Win Your Claim You should be able to recover some of the Expenses from Your Opponent as part of any Between the Parties Costs order or agreement. The amount You are liable to pay for our Expenses is net of any sums in relation to our Expenses that have been paid (or which your Opponent has to pay) as Between the Parties Costs.

8. Interim Costs

8.1 If, on the way to Winning or Losing You are awarded any Between the Parties Costs, by Agreement or Court Order, then We are entitled to payment of those costs at that point regardless of whether You Win or Lose overall. If You Win Your Claim, credit will be given against the Payment due in accordance with Clause 3.3 of this Agreement in respect of any Fees or Counsel Fees received as part of the interim Between the Parties Costs order or agreement.

8.2 If You Win overall but, on the way, Lose an interim hearing, You are likely to be required to pay Your Opponent's charges of that hearing. Such charges may be covered by any After the Event insurance policy and You should consider the terms of any such policy in this regard.

9. 'After the Event' insurance

9.1 You agree that we will take out and maintain a policy of 'After the Event' insurance on your behalf in respect of the Claim. Such policy shall be sufficient to meet any reasonable risk of any liability to pay Your Opponent's costs, if ordered to do so, in respect of the Claim and shall provide adequate security for costs if required.

9.2 We will require there to be After the Event insurance in respect of the Claim before we will issue Court proceedings on your behalf.

9.3 **The cost of such a policy cannot, in any circumstances, be recovered from your Opponent** and if You Win Your Claim the cost of that policy (the premium) will be payable by You in addition to the sums payable to Us under this Agreement.

9.4 We will pay the reasonable cost of any upfront (i.e. not deferred) premium for any such policy of After the Event insurance. You agree to take all reasonable steps to ensure that the premium, or as much of the premium as is reasonably possible, is payable on the basis that such payment is deferred until the conclusion of Your Claim and is contingent on the successful outcome of Your Claim. You will pay Us for any premium that we have paid at the conclusion of the Claim in addition to any other sums payable under this Agreement. If the premium has been deferred, You will be liable to pay the premium to the insurer of You win Your Claim and You agree that we may deduct the cost of that premium from Your Damages.

10. Ending this Agreement

10.1 You may end this Agreement at any time on providing notice to Us. Unless You exercise Your right to cancel within 14 days pursuant to Schedule 2 of this Agreement, if You end this Agreement, whether under this Clause 10.1 or otherwise:

10.1.1 You are liable to pay Us forthwith our Expenses (net of any Expenses that have been paid or which Your Opponent has to pay, as Between the Parties Costs) incurred up to the end of the calendar month in which this Agreement is ended; and

10.1.2 You are liable to pay Us forthwith any Counsels' Fees we have incurred (net of any Counsels' Fees that have been paid or which Your Opponent has to pay, as Between the Parties Costs) up to the end of the calendar month in which this Agreement is ended; and

10.1.3 You are liable to pay Us forthwith our Fees for work undertaken by Us up to the date that this Agreement is ended. Such Fees will be calculated by reference to the time reasonably spent by us at our Hourly Rates in accordance with the sections 'Fees' and 'Hourly Rates' in Schedule 1.

10.1.4 Your liability for such Fees, Expenses and Counsels' Fees may and probably will include a share of any Common Costs, calculated in accordance with the terms of the Litigation Management Agreement. Since the liability for Common Costs is calculated on a quarterly basis, this may include some

costs incurred in the quarter in which You ended the Agreement, but after the date on which You did so;

- 10.1.5 In addition, in the event that You Win Your claim, You will be liable to pay Us the Payment, as set out under 'Paying Us if You Win' above, but only to the extent that the amount of the Payment exceeds any sums you have paid us under Clauses 10.1.2. 10.1.3 and 10.1.4 in respect of our Fees and any Counsels' Fees.

10.2 We may end this Agreement immediately on providing notice to You;

- 10.2.1 if, in our reasonable opinion, the prospects of You achieving a Win fall below 51%;
- 10.2.2 if there is no third-party funding in place (in circumstances where it is required) to fund the continued pursuit of Your Claim;
- 10.2.3 if We reasonably believe that Your Claim is no longer commercially viable; or
- 10.2.4 if to continue acting would involve a material breach of a relevant rule of professional conduct which has arisen as a result of events which are outside of Your control.

If We end this Agreement under this clause 10.2, You will be liable to pay Us our Expenses (net of any Expenses that have been paid - or in respect of which there is a liability on the Opponent to pay - by way of Between the Parties Costs) incurred up to date on which You ended the Agreement, but You will not be liable to pay Us the Payment. Your liability for such Expenses may and probably will include a share of any Common Costs Expenses, calculated in accordance with the terms of the Litigation Management Agreement. Since the liability for Common Costs Expenses is calculated on a quarterly basis, this may include some Expenses incurred in the quarter in which You ended the Agreement, but after the date on which You did so;

10.3 We may also end this Agreement immediately on providing notice to You:

- 10.3.1 if You are in material breach of Your obligations under this Agreement (including, but not limited, to those listed under Clause 13) or the engagement letter; or
- 10.3.2 if to continue acting would involve a material breach of a relevant rule of professional conduct which has arisen as a result of events which are within Your control.

If We end this Agreement under this clause 10.3:

- 10.3.3 You are liable to pay Us forthwith our Expenses (net of any Expenses that have been paid - or in respect of which there is a liability on the Opponent to pay - by way of Between the Parties Costs) incurred up to the date on which You ended the Agreement; and
- 10.3.4 You are liable to pay Us forthwith any Counsels' Fees we have incurred (net of any Counsels' Fees that have been paid or which Your Opponent has to pay, as Between the Parties Costs) up to the date on which You ended the Agreement; and

- 10.3.5 You are liable to pay Us forthwith our Fees for work undertaken by Us up to the date that this Agreement is ended. Such Fees will be calculated by reference to the time reasonably spent by us at our Hourly Rates in accordance with the sections 'Fees' and 'Hourly Rates' in Schedule 1;
- 10.3.6 Your liability for such Fees, Expenses and Counsels' Fees may and probably will include a share of any Common Costs, calculated in accordance with the terms of the Litigation Management Agreement. Since the liability for Common Costs is calculated on a quarterly basis, this may include some costs incurred in the quarter in which You ended the Agreement, but after the date on which You did so;
- 10.4 Following termination of this Agreement under Clauses 10.1 or 10.3, You agree to keep Us regularly informed of the progress of the Claim and You irrevocably agree that any new firm of solicitors You appoint shall provide Us with regular information on request as to the progress of Your Claim and answer such questions as We may reasonably ask. You also agree to notify Us immediately of any sums received (including any Damages or Between the Parties Costs) and to give irrevocable instructions to any new firm of solicitors to any such sums on trust for Us for payment of any outstanding sums due under this Agreement.

11. What happens after the Agreement ends

Following termination of this Agreement, We may apply to have our name removed from the court record in the Proceedings. We also have the right to preserve a Lien over any property of Yours (including Your papers) in our possession until any sums owed to Us under this Agreement are paid in full.

12. Our responsibilities

We must:

- always act in Your best interests, subject to our professional duties to the court; and
- explain to You the risks and benefits of taking legal action.

13. Your responsibilities

You must:

- give Us full, honest and timely instructions that allow Us to do our work properly;
- promptly provide any information and documents that We may reasonably request;
- not ask Us to work in an improper or unreasonable way;
- pay all amounts due to Us in accordance with this Agreement;
- attend any court hearings in relation to Your Claim as required by the court or as reasonably requested by Us;
- inform Us immediately if You become aware of any circumstances that may reasonably require Us to review the merits of Your Claim;
- agree not to represent Yourself or instruct anyone other than We advise to represent You at any court hearings or settlement meetings;
- not deliberately mislead Us; and
- co-operate fully with Us at all times.

14. In the event of a dispute about 'Damages recovered'

- 14.1 If there is any dispute as to the calculation of the 'Damages recovered' for the purposes of calculating the Payment payable under this Agreement (which may, for example, occur if

Your Opponent seek to settle the Claim by way of payment of a lump sum inclusive of both Damages and Between the Parties Costs) then;

14.1.1 We will endeavour to agree with You a figure representing the Damages recovered by You which shall stand as the 'sums recovered' for the purposes of this Agreement;

14.1.2 If You do not agree with our proposed figure representing the Damages recovered by You, You agree to jointly instruct with Us a barrister of suitable standing and seniority to determine an appropriate figure and to be bound by their opinion;

14.1.3 In default of our agreeing suitable counsel, You and We agree they should be nominated by the Chair of the Bar Council;

14.1.4 The barrister's costs for assessing this issue are to be paid by You if the barrister agrees with Us, but otherwise are to be paid by Us.

14.2 If Your Opponent seeks to settle claims brought by You and any other claimant or group of claimants for whom We act in relation to the same dispute on a global basis, then We have agreed specific arrangements with You in relation to the calculation of each claimant's respective share in a Litigation Management Agreement and those terms, set out at Clause 8 of that agreement, shall apply.

15. Part 36 additional sums

15.1 In accordance with the procedural rules that apply to claims of this type, if You make an offer, known as a Part 36 offer, and Your Opponent does not accept that and at trial You obtain judgment for a sum at least as advantageous to You than Your offer, the Court may award You an additional percentage of that judgment sum, known as an 'additional sum'. Such additional sums may be ordered in respect of damages or in respect of Your costs (in detailed assessment proceedings). If an additional sum is awarded then;

15.1.1 If that additional sum is in respect of Your Damages, the additional sum will be payable to You as an additional amount of Damages and shall form part of the Damages for the purposes of this Agreement;

15.1.2 If that additional sum is in respect of costs, You agree that the additional sum shall be paid to Us. Credit will be given for that additional sum against any sums You are otherwise liable to pay Us in accordance with the remaining terms of this Agreement such that, in practice, it will serve to reduce the amount of any sums You are liable to pay Us under this Agreement.

16. s.74(3) Solicitors Act 1974

16.1 In the event that Your Claim proceeds in the County Court (as opposed to the High Court), or in any other circumstances in which s.74(3) Solicitors Act 1974 is said to apply, there are limits in certain circumstances on the maximum sums the Court may award against Your Opponent by way of costs. These may include;

16.1.1 Some elements of costs where the maximum sum Your Opponent can be ordered to pay is fixed by rules of procedure;

- 16.1.2 Some elements of costs – such as the Payment and part or all of the ATE premium – where the law says that You Opponent cannot be ordered to pay those costs in any circumstances or that the basis on which you will be able to recover costs is different to that provided for under this Agreement.
- 16.2 By entering into this Agreement, You expressly agree that the sums which You are liable to pay under this Agreement remain payable regardless of any such limits that might apply in respect of the sums that could have been allowed against Your Opponent in the County Court, subject only to the remaining terms of this Agreement. If you require any further information in relation to this please contact us.

17. Your statutory rights to have our costs considered by the Court

- 17.1 You have the right to ask the Court to consider whether this agreement is fair and reasonable in terms of the sums payable under it, which may include a right to have our costs assessed by the Court. Your rights in this regard are set out in ss. 59 to 61 Solicitors Act 1974 and We will provide reasonable further information as to Your rights in this regard in response to any reasonable request.
- 17.2 You should be aware that strict time limits may apply to Your rights in this regard, and to any other rights under s.70 Solicitors Act 1974 which might be said to apply to any costs you are liable to pay, in particular once any sums due under this Agreement have been paid by you by way of such sums being deducted from any Damages, as is provided for in this agreement. If you do wish to engage your rights and do not do so promptly once your Claim concludes and any such payment is made, then your rights may be affected or lost.

18. Variation of the Agreement

- 18.1 To be effective, any variation of or supplement to this Agreement must be made in writing and be signed by duly authorised officers or agents of both Parties.
- 18.2 For the avoidance of doubt, any such variation may be retrospective to the date of this Agreement.

19. Contracts (Rights of Third Parties) Act 1999

A person who is not a Party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 or any applicable successor legislation or otherwise to enforce or enjoy the benefit of any term of this Agreement. The consent of any person who is not a Party is not required to rescind or vary this Agreement at any time.

20. Assignment and transfer of obligations

- 20.1 We shall be entitled to assign, charge, transfer or subcontract any or all of Our rights, interests and obligations pursuant to this Agreement.
- 20.2 By Our entry into this Agreement We hereby give you notice that upon execution of this Agreement by Us and You, Our rights and interests under this Agreement will be assigned by way of security pursuant to a security agreement

for the benefit of JLG Intercompany Finance 1 LLC. By signing this Agreement You confirm Your acknowledgement of such assignment.

20.3 Save as set out in Clauses 20.1 and 20.2 above, neither Party shall be permitted to assign, subcontract or transfer this Agreement or any of the rights or interests under it, nor to assign, transfer or subcontract any or all of the obligations under it, without first having obtained the written consent of the other Party.

21. Waiver

No forbearance or delay by a Party in enforcing its rights shall prejudice or restrict the rights of that Party, and no waiver of any such rights or of any breach of any contractual terms will be deemed to be a waiver of any other right or of any later breach.

22. Enforceability and severance

22.1 It is the mutual intention of the Parties to this Agreement that it shall comply with all applicable legislation and in particular that to the extent that they apply to any part of this Agreement, the relevant parts of this Agreement shall comply with s.58AA Courts and Legal Services Act 1990 and any regulations made thereunder, including the DBA Regulations, and any relevant and applicable successor legislation or regulations. The terms of this Agreement shall be construed accordingly and, where necessary, shall be read down to ensure compliance with such legislative or regulatory provisions to the extent necessary to ensure that this Agreement shall remain enforceable in accordance with the same.

22.2 If any provision of this Agreement is held by any competent court to be invalid, illegal or unenforceable in whole or in part for whatever reason, then:

22.2.1 for the purposes of the Proceedings, the provision shall be deemed to be severed from this Agreement to the extent only of such invalidity, illegality or unenforceability, and the remaining provisions of this Agreement shall continue in full force and effect unimpaired by such severance; and

22.2.2 the Parties shall negotiate in good faith in order to agree the terms of a mutually satisfactory provision, achieving as nearly as possible the same commercial effect, to be substituted for the provision so found to be invalid, illegal or unenforceable and each Party shall take any step required, including executing any further or other document, in order to give effect to the Parties' intention in entering into this Agreement.

23. Successors

This Agreement shall be binding on the Parties, their successors and assigns and the name of a Party appearing herein shall be deemed to include the names of any such successor or assign.

24. Data Protection

In performing their respective obligations and exercising their respective rights under this Agreement, each of the Parties agrees to comply with all applicable obligations under the Data Protection Legislation. For the purposes of this Clause 18, “**Data Protection Legislation**” means all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

25. Notices

25.1 Any notice to be served under this Agreement shall be made in writing and may be:

- 25.1.1 delivered by hand or sent by pre-paid first class recorded delivery post to the Party to be served at the relevant address set out in the signature block to this Agreement or any such other address as the Party to be served may have notified to the other Party for the purposes of this Clause 25.1.1, or
- 25.1.2 sent by us at the email address set out in the signature block to this Agreement or to such other email address as We may have notified to You for the purposes of this Clause; or
- 25.1.3 sent by email to You, at the email address that you provide us with for communicating with you or to such other email address as You may have notified to Us for the purposes of this Clause 25.3.

25.2 Any notice shall be deemed to have been served:

- 25.2.1 if delivered by hand, at the time of delivery to the Party;
- 25.2.2 if posted, at 10.00am on the second Business Day after it was posted to the Party; or
- 25.2.3 if sent by email, at the time of sending the email.

25.3 In proving service of a notice, it shall be sufficient to prove that delivery by hand was made, that the envelope containing the notice was properly addressed and posted as a pre-paid first class recorded delivery letter or that the email was sent to the email address and no error or bounce-back message was received.

25.4 If Notice is served by means of pre-paid first class recorded delivery post, the Party serving such notice shall, on or before posting the Notice, send a copy of it by email to the receiving Party's email address specified in clause 25.1.2.

26. Signature

This Agreement may be signed in any number of counterparts, each of which taken together shall be deemed to constitute one and each of which individually shall be deemed to be an original, with the same effect as if the signature on each counterpart were on the same original.

27. Applicable Law

This Agreement, and any non-contractual obligations arising from it or in connection with it, is governed by and is to be construed in accordance with the law of the England and Wales and each Party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising out of or in connection with this Agreement.

Signatures:

SIGNED: 

SIGNED

NAME: Jamie Patton – Director

PRINT NAME:

For and On Behalf of Johnson Law Group

Email Address: emissions@johnsonlawgroup.co.uk

Schedule 1 – Definitions

“Between the Parties Costs”

All amounts paid or payable by the Opponent (or from another party on behalf of the Opponent) in respect of: (i) our Fees; (ii) Counsel Fees; and/or (iii) Expenses. Between the Parties Costs are sometimes referred to as “inter partes costs”.

“Claim”

Your claim for Damages against the Opponent, whether or not Proceedings are issued, as further described in Clause 1 of this Agreement.

“Common Costs”

Where Your Claim is being brought collectively or in a group with the similar Claims of others, Common Costs are costs incurred by and/or in respect of those clients collectively for the purposes of the claim / group of claims generally. These will include:

- (i) Costs incurred in administering the claim / claims;
- (ii) Costs of any individual client claims which are ordered to proceed as a test claim;
- (iii) Costs in relation to issues the court identifies as generic or common issues to such claims;

“Counsel Fees”

Fees charged by the barristers engaged in respect of Your Claim. Counsel Fees are used for the purposes of calculating and seeking recovery of costs from the Opponent by way of Between the Parties Costs.

“Counterclaim”

A claim that Your Opponent make against You.

“Damages”

Money or other proceeds that are paid or payable to You in respect of Your Claim by the Opponent (or from another party on behalf of the Opponent), whether by a court decision or settlement, other than Between the Parties Costs. Damages shall include any interest paid or payable by your Opponent in respect on other monies or other proceeds payable by them in respect of Your Claim (other than between the Parties Costs).

“Expenses”

Any disbursements We incur on Your behalf in connection with the Claim within the meaning of “expenses” in the DBA Regulations, including (but not limited to):

- court fees;
- experts’ fees;
- photocopying costs;
- travelling expenses,

but, for the avoidance of doubt, excluding our Fees and Counsel Fees.

“Fees”

The time reasonably spent by Us in respect of Your Claim multiplied by our Hourly Rates of remuneration (in accordance with the section “Hourly Rates” below). Our Fees are used for the purposes of calculating and seeking recovery of costs from the Opponent by way of Between the Parties Costs and, in certain circumstances (as set out in this Agreement), Your liability to Us in respect of work We have undertaken in the event that You choose to end this Agreement before You Win or Lose Your Claim.

“Hourly Rates”

Our standard Hourly Rates are:

Category of Fee Earner	Level or Grade	Hourly Rate
Solicitors and Legal Executive with over 8 years experience after qualification, or fee earners with equivalent experience:	A	£410
Solicitors and Legal Executive with over 4 years experience after qualification, or fee earners with equivalent experience	B	£350
Solicitors and Legal Executive with up to 4 years experience after qualification, or fee earners with equivalent experience	C	£275
Paralegals, Trainee Solicitors, Trainee Legal Executives and other staff of equivalent experience	D	£175

Routine letters and telephone calls will be charged as units of one tenth of an hour. Other letters and telephone calls will be charged on a time basis

These hourly rates exclude VAT, which is payable in addition.

We review our Hourly Rates annually, usually in January, and if they change we will tell you in writing.

"Individual Costs"

Costs incurred by and/or in respect of your Claim which are not Common Costs. In the event that your Claim is not being brought collectively with other Claims, this will usually be all of the Costs. If your Claim is being brought collectively or in a group with other similar claims, Individual Costs will normally be in relation to matters which are personal to your Claim and may include, for example, any individual assessment of Damage or Other Reward after any collective admission or finding of liability.

“Interim Order”

An order in the Proceedings that is not final.

“Lien”

Our right to keep all papers, documents, money or other property held on Your behalf until all sums due to Us under this Agreement are paid. A Lien may be applied before or after termination of this Agreement.

“Lose”

The court or tribunal with conduct of the Proceedings has dismissed Your Claim or You have ceased to pursue it on our advice.

“Opponent”

“Payment”

That percentage of the sums recovered from the Opponent (or from another party on behalf of the Opponent) in respect of Damages which is payable by You to Us under clause 3 of this Agreement.

“Proceedings”

Each and every litigation, tribunal or arbitral proceeding issued or arising out of or in connection with Your Claim.

"Several Liability"

A Several Liability is one where each Claimant liability is separate from that of any other Claimant, rather than one where all the Claimants are jointly responsible for the total. For example, in relation to Common Costs, each Claimant will only usually be liable for their own share of those Common Costs (their Several Liability) and will not have any liability for the rest of those Common Costs. With Individual Costs, each Claimant's Several Liability will usually be for the total of their own Individual Costs (subject to the remaining terms of this Agreement) and they will have no liability for the Individual Costs of other Claimants.

“Win”

You become entitled to Damages and/or Between the Parties Costs, whether by a final court decision or a settlement agreement. For the purposes of this definition, a court decision is 'final' if Your Opponent:

- is not able or permitted to appeal against the court decision; or
- has not appealed within the required deadline.

Schedule 2 – Notice of the Right to Cancel

Notice of the Right to Cancel

This notice of cancellation applies to the entirety of your Agreement to instruct Johnson Law Group – in other words, your whole retainer with us. You have the right to cancel without liability if you signed our paperwork:

- (i) At your home, workplace or at someone else's home; or
- (ii) At our offices but following a visit by us (or by someone acting on our behalf) to your home, workplace or someone else's home; or
- (iii) At our offices but following a meeting between us away from our offices.

You have the right to cancel this contract, without reason, if you wish and can do so by delivering personally or sending (including electronic mail) a cancellation notice to the person mentioned below at any time within 14 days from the date of the above-mentioned agreement.

The person to whom a cancellation notice may be given is Jamie Patton of Johnson Law Group at Chancery Place, 50 Brown Street, Manchester, M2 2JT.

Notice of cancellation is deemed to be served as soon as it is posted or sent to us. You can use the cancellation form provided below if you wish.

If you wish to cancel the contract, you **must do so in writing** and deliver personally or send (which may be by electronic mail) this to the person named below. You may use this form if you want to, but you do not have to.

(Complete, detach and return this form **ONLY IF YOU WISH TO CANCEL**)

To: Jamie Patton of Johnson Law Group, Chancery Place, 50 Brown Street, Manchester, M2 2JT

Case Reference No:

I hereby give notice that I wish to cancel my Agreement with your firm

Signed:

Name (please print):

Address:

.....

Date:

LITIGATION MANAGEMENT AGREEMENT

This Litigation Management Agreement ("the Agreement") is made between:

(1) The **Claimants** being each claimant or proposed claimant in litigation or proposed litigation raising common or related issues ("the **Proceedings**") who enters into this Agreement, together with all other Claimants who are parties, or will become parties, to this Agreement in respect of the same Proceedings; and

(2) Johnson Law Group **of Chancery Place, 50 Brown Street, Manchester, M2 2JT** (the **Solicitors**)

Collectively referred to below as the "**Parties**".

This Agreement is to be read in conjunction with and is part of the Damages Based Agreement you, the client, has entered into of same date and should be read as part of the terms and conditions of the overall retainer with Johnson Law Group. It regulates:

- a. How the Proceedings will be managed in the best interests of the Claimants (including provision for a Committee to be appointed to give instructions to the Solicitors on the Claimants' behalf where that is appropriate);
- b. Responsibility for costs;
- c. How recoveries will be shared; and
- d. The obligations of Claimants between themselves;

DEFINITIONS

Committee

A committee representing the Claimants which is appointed pursuant to the terms of this Agreement in the event that the Solicitors deem this to be in the interests of the Claimants as a group. There is no obligation to appoint a Committee, and references which assume the existence of a Committee below will be construed as references to the Committee "(if any)";

Committee Member

each individual who is appointed a member of a Committee pursuant to this Agreement;

Common Costs

(a) costs incurred in Proceedings in relation to any issues that are common to all or a substantial number of the Claimants;

(b) costs incurred in a claim after it is nominated as a test or lead claim until the point that it ceases to be such; and

(c) costs incurred in administering the Proceedings;

Common Costs Counsel Fees

Fees charged by barristers engaged in respect of the proceedings that relate to Common Costs;

Common Costs Expenses

Any Disbursements the Solicitors incur on behalf Claimants in connection with the Proceedings within the meaning of “expenses” in the DBA Regulations that relate to Common Costs, including (but not limited to):

- court fees;
- experts’ fees;
- photocopying costs;
- travelling expenses,

but, for the avoidance of doubt, excluding Profit Costs or Solicitors’ Fees and Counsel Fees;

Common Costs Profit Costs

The time reasonably spent by the Solicitors multiplied by their Hourly Rates of remuneration, calculated for the purposes of seeking recovery of costs from the Opponent in relation to Common Costs

Key Development

means any development or likely development in the Proceedings which, in the reasonable professional judgement of a solicitor experienced in litigation, would be likely to have a significant impact on (i) the prospects of a Successful Outcome; (ii) the cost effectiveness of the Proceedings; (iii) the risk of paying Opponent’s Costs; (iv) the amount of Opponent’s Costs; (v) the validity or sufficiency of any indemnity against Opponent’s costs; (vi) the validity or sufficiency of any litigation funding; or (vii) the prospects of settlement;

Majority

means, upon a vote by the Committee, a voting majority in excess of 50% of Committee Members present;

Opponent

means a defendant or proposed defendant in the Proceedings, or any other entity from which a remedy (including costs) is sought in the Proceedings on the advice of the Solicitors;

Proceedings

The court action or dispute that is referred to within the Retainer that the claimant has entered into with the Johnson Law Group to which this Litigation Management Agreement forms part;

Retainer

The combined documents including the introductory letter, Damages Based Agreement, Litigation Management Agreement, JLG’s Terms of Business and forms of authority that go to

make up the full contract entered into between JLG and the Claimant;

THE PARTIES AGREE AS FOLLOWS

1. COMMON INTEREST AND PURPOSE

1.1 The Claimants are likely to be pursuing the same or similar issues to those of other Claimants in the group, although the facts and value of their claims may differ.

1.2 The Claimants agree that they have a common interest in pursuing the Proceedings and warrant, by joining the Proceedings, that they have no interest adverse to the success of the Proceedings (including any financial interest in or relationship with any known Opponent).

1.3 The Claimants' common interest is in attempting to achieve a successful outcome in the Proceedings and recovering the largest possible sum in compensation for the group of Claimants as a whole. It is understood that if the Proceedings are successful at trial, the court may order that some Claimants be compensated in a different way from others.

1.4 If there is a settlement, the Claimants further understand and agree that no detailed account will be taken of the individual merits or otherwise of individual Claimants' cases and they accept that to do so would be disproportionately expensive and burdensome.

1.5 Accordingly, the overriding purpose will be to treat the Claimants fairly and (unless inappropriate) equally. In appropriate circumstances (e.g. if some Claimants have claims which are readily and cheaply identifiable as significantly more or less valuable than others), the Claimants accept that to achieve broad fairness it may be necessary to distinguish between different categories of Claimant, e.g. by providing for different damages to be paid to Claimants who fall within particular categories.

2. SHARING OF INFORMATION, CONFIDENTIALITY AND PRIVILEGE

2.1 Information which is confidential to the Claimants is referred to as **Confidential Information**. The Claimants agree that the Confidential Information they supply to the Solicitors in the course of the Proceedings may be shared with other Claimants, the Committee, and with other interested parties who act in the Claimants' interests [collectively **Stakeholders**] including (without limitation, but only where and to the extent appropriate) counsel, experts, litigation funders (including ATE insurers), and other firms of solicitors who act in the Proceedings for clients with the same or similar interests as the Claimants and with whom it is in the Claimants' interests for the Solicitors to co-operate.

2.2 The Claimants also agree that the duty of confidentiality owed to them individually by the Solicitors in respect of their Confidential Information shall be waived as against their fellow Claimants, the Committee and any other Stakeholders. The Claimants' Confidential Information will only be shared on terms of confidentiality and without any waiver of privilege.

- 2.3 The Solicitors shall be authorised to report to the Claimants as a body (or where appointed to the Committee) on the facts underlying each claimant's claim, including the facts stated in the evidence disclosed by the Opponents.
- 2.4 The Claimants agree that the fact and terms of any offer to settle made to any individual claimant in the Proceedings will be disclosed by them to the Solicitors and may be disclosed by the Solicitors to any other claimant, the Committee and other Stakeholders.
- 2.5 The Claimants further agree that, if the Solicitors consider it to be necessary or helpful, it may use information or documents derived from one claimant's individual claim in any other claimant's individual claim or in the Proceedings in general.
- 2.6 Any information shared amongst the Claimants and between the Claimants and the Committee and other Stakeholders shall remain fully confidential and subject to common interest privilege (wherever possible) as against any person who is not either a claimant or a professional adviser of a claimant with a duty of confidentiality to that claimant, and the Claimants undertake that they will keep all such information fully confidential and will not disclose any such information to any third party except for the purposes of obtaining professional advice or where disclosure is required by law.
- 2.7 If a claimant ceases to be a party to this Agreement, his or her duty of confidentiality and common interest in any privilege shall continue with full force and effect.
- 2.8 The Claimants agree that it is in the best interests of the Claimants as a collective group for communications with them to be limited and circumspect, both in the interests of economy and in order to ensure confidentiality. Where a Committee is appointed, it is further agreed that the Solicitors' duty to report to their individual clients shall be satisfied by the Solicitors reporting to the Committee, and each claimant further agrees that their entitlement to information and documents relating to the Proceedings will be satisfied by the Solicitors' production of the same to the Committee.
- 2.9 All communications between the Solicitors and the Claimants shall be subject to legal professional privilege and the Claimants irrevocably agree that solicitor client privilege shall not be waived or abrogated in any way by the passing of Confidential Information amongst the Claimants.
- 2.10 The Claimants agree that they will not disclose to any person who is not either a claimant or a professional adviser of a claimant with a duty of confidentiality to that claimant, any advice received from the Solicitors, or any other communication received from the Solicitors, another claimant, the Committee or other Stakeholders in connection with the Proceedings.
- 2.11 The Claimants agree that the Solicitors may, without any obligation to do so, for reasons of cost efficiency or otherwise, instruct a third party firm to manage some of the administrative burden of the Proceedings and, in particular:
- a. to maintain a secure website and related software to facilitate on-boarding, claim filtering and data capture, communication and the exchange of information between the Claimants, the Committee and the Solicitors; and
 - b. to instruct a third party claims administrator to administer and distribute any compensation.

3. CLAIMANTS' COSTS

- 3.1 Each claimant's liability for their own costs will be provided for by the terms of the retainer entered into by each of them with the Solicitors.
- 3.2 The Claimants agree to the Solicitors conducting, so far as may be possible, the common elements of their separate claims jointly, and for the Common Costs to be shared in accordance with this Agreement. For the avoidance of doubt, the Claimants' Common Costs shall be deemed to include, without limitation: the costs and disbursements incurred in building the Claimant group; any premiums for ATE insurance; the costs of managing the Claimants as a group, including the costs of attending on potential Claimants, whether or not they subsequently join the group; together with the costs of promoting the Proceedings to other potential Claimants and the costs of establishing and maintaining an on-line portal; PR and advertising costs; and the expenses of the Committee. The Claimants acknowledge and agree their liability to pay such costs notwithstanding that they would be deemed to be costs of an unusual nature within the meaning of rule 46.9(3)(c) of the Civil Procedure Rules 1998, and are in any event costs which may be irrecoverable from the Opponents in the event of a successful outcome.
- 3.3 In the event that a Committee is appointed, it is agreed that the Solicitors' reporting on costs to the Committee will be a sufficient report, and that the Solicitors will have no further duty to report on costs to claimants individually.

4. COSTS SHARING

- 4.1 The provisions in this section of the Agreement are subject to the court ordering otherwise, or the Parties subsequently agreeing different costs sharing provisions. In the event of inconsistency, the provisions in this section in respect of sharing Common Costs will prevail over the terms of the Solicitors' retainers save to the extent necessary to ensure that any relevant parts of the Solicitors' retainers comply with s.58AA Courts & Legal Services Act 1990 and the DBA Regulations 2013 (or any successor legislation).
- 4.2 Each claimant shall be solely liable for their Individual Costs.
- 4.3 In the event of a successful outcome to the Proceedings:
 - (i) Each Claimant shall be liable for their respective Payment in accordance with the terms of their Damages Based Agreement;
 - (ii) Where any part of the Claimants' Expenses relate to Common Costs, liability for those Common Costs Expenses shall be shared by those Claimants who recover compensation and/or who are awarded their share of the Common Costs **[Successful Claimants]**;
 - (iii) Each Successful Claimant shall be liable for a Proportionate Share of any Common Costs Counsels' Fees. In accordance with the terms of the Damages Based Agreements, each Successful Claimant's liability for Counsels' Fees (whether on an Individual or Common Costs basis) shall be satisfied by the Solicitors out of their DBA Payment;

(iv) For the purposes of CPR 44.18 and Between the Parties Costs Recovery, each Successful Claimant shall be treated as having a liability for a Proportionate Share of Common Costs Profit Costs;

4.4 In so far as any Successful Claimants are liable for Common Costs, whether in relation to Common Costs Expenses or Counsels' Fees or whether on a notional basis for the purpose of CPR 44.18 in respect of Profit Costs, the Successful Claimants shall share Common Costs as follows:

4.4.1 Liability for Common Costs will be divided between the Successful Claimants in Proportionate Shares (as defined below);

4.4.2 Irrespective of the date on which any given Successful Claimant first instructed the Solicitors, liability for Common Costs will be shared (i) in the event that court specifies a date for inter-Claimant costs sharing to begin, from that date; or otherwise (ii) from the earliest date that Common Costs began to be incurred;

4.4.3 Liability for Common Costs shall then be calculated in quarterly accounting periods, and for ease of calculation a Successful Claimant whose claim is concluded (e.g. by settlement) during any given quarter will remain liable to pay their share of Common Costs until the end of that quarter.

4.5 For the avoidance of doubt, nothing in these Common Costs sharing provisions shall be taken to impose a liability on any Claimant to pay any sum greater than the sums due under the terms of the Damages Based Agreement.

4.6 A Successful Claimant's **Proportionate Share** of Common Costs will be determined as follows:

4.6.1 The default position is that Common Costs will be divided equally between each Successful Claimant in each quarter, so that each such Claimant pursuing a claim within any part of that quarter pays an equal share;

4.6.2 But where appropriate in the interests of fairness, the Solicitors may specify in writing some other methodology and communicate that (i) to the Committee if appointed; or (ii) the Claimants by a circular email, in which case the Proportionate Share shall instead be determined in accordance with that methodology.

By way of illustration of clause 4.5.2, in a case where the Proceedings relate to defective products, it may be fairer for costs to be shared with reference to the number of defective products in respect of which each claimant claims, so that for example the Proportionate Share of a claimant bringing proceedings in respect of three such products is three times greater than the share of a claimant with one such product. Alternatively, in a claim relating to mis-sold investments, it may for example be fairer for costs to be shared with reference to the value of each claimant's investment, so that the Proportionate Share of a claimant who invested £3,000 is three times greater than the share of a claimant who invested £1,000.

- 4.7 The Claimants agree that the Solicitors may apply to the court for a costs sharing order (if appropriate as part of a group litigation order). In the event of such an order, costs shall then be shared in accordance with its terms pursuant to clause 4.1 above.

5. SHARING OF THE RISK OF PAYING ADVERSE COSTS

- 5.1 Notwithstanding any indemnity against adverse costs from a Stakeholder, the Claimants may be ordered to pay an Opponent's Common Costs. Each Claimant may also become liable for any Opponent's Individual Costs attributable to their claim.
- 5.2 The Claimants agree collectively that as between themselves the Claimants' liability for Opponent's Common Costs should be several and not joint, and (to the extent that such liability is not indemnified by a Stakeholder) insofar as any claimant is ordered to pay more than a Proportionate Share of such costs, each other claimant will contribute a Proportionate Share of that claimant's resulting excess liability. Save that this obligation will not arise if the costs order against the relevant claimant results from their unreasonable conduct.
- 5.3 Clause 5.2 shall be subject to any contrary costs sharing order made by the Court.

6. AUTHORITY OF THE SOLICITORS AND AUTHORITY AND CONSTITUTION OF THE COMMITTEE

- 6.1 In order to facilitate the economical and efficient pursuit of the Proceedings, the Claimants authorise the Solicitors to conduct the proceedings without recourse to the Claimants for specific instructions, except in the event of a Key Development. In exercising their authority under this clause, the Solicitors will at all times (i) exercise reasonable professional judgement, care and skill; (ii) pay due regard to the reasonable advice of counsel and inform the Claimants (or if appointed the Committee) of any significant disagreement between the Solicitors and counsel; and (iii) act in the best interests of the Claimants as a group, even if that may be unfavourable to the interests of a particular Claimant (subject always to the Solicitors' professional obligations to the court and their regulatory obligations).
- 6.2 Without derogation from the generality of clause 6.1, the authority of the Solicitors shall include:
- 6.2.1 Entering and executing any litigation funding agreement previously approved by the Claimants or the Committee;
 - 6.2.2 Dealing with any litigation funder, to include (with limitation) obtaining or agreeing any necessary authorities or budget variations;
 - 6.2.3 Determining case strategy and pursuing the Proceedings accordingly;
 - 6.2.4 Dealing with all third party and inter partes correspondence;
 - 6.2.5 Instructing counsel and experts;
 - 6.2.6 Incurring reasonable disbursements;
 - 6.2.7 Procuring and incepting ATE insurance (and thereby incurring liability for the resulting premium(s));
 - 6.2.8 Procuring security to satisfy any court order or requirement to provide security in the Proceedings;
 - 6.2.9 Issuing and serving Court proceedings and attending hearings;
 - 6.2.10 Engaging in settlement negotiations;

- 6.2.11 In the event of a successful outcome, allocating and distributing the compensation (subject to the terms of any priorities agreement and/or funding agreements);
 - 6.2.12 Taking any reasonable steps necessary to enforce any order or settlement.
- 6.3 When exercising the authority granted in clauses 6.1 and 6.2, the Solicitors shall nevertheless update the Claimants on an at least a quarterly basis on the progress of the Proceedings (unless the proceedings are stayed).
- 6.4 Clauses 6.1 to 6.3 shall not apply in the event that a Committee is appointed pursuant to clause 6.5.
- 6.5 Where, in the reasonable professional judgement of the Solicitors, the appointment of a Committee would further the best interests of the Claimants by enabling the Proceedings to be conducted more effectively and efficiently, the Claimants irrevocably and unconditionally authorise the Solicitors to appoint the Committee (and each Committee Member) to act as the Claimants' agent in relation to the Proceedings and the management thereof. The agency includes, without limitation, authority to:
 - 6.5.1 take any step or make any decision that the Solicitors would be entitled to take or make under clause 6.1 above;
 - 6.5.2 instruct the Solicitors to discontinue, the Proceedings, whether on behalf of one or more of the Claimants;
 - 6.5.3 instruct the Solicitors to make all necessary payments to fully discharge all liabilities and obligations owed by the Claimants under any litigation funding agreement or ATE insurance policy.
 - 6.5.4 reconstitute the Committee, including but not limited to the removal or replacement of a Committee Member, in the event that the Solicitors agree (agreement not to be unreasonably withheld) that to be necessary in the interests of the Claimants as a group;
 - 6.5.5 enter, amend or terminate retainers for the Solicitors, litigation funding agreements, priorities agreements or ATE insurance policies, whether on behalf of the Claimants as a group or any individual Claimant.
- 6.6 The Claimants further agree to ratify and affirm anything done by the Committee in respect of the Proceedings in the proper performance of its role.

7. THE COMMITTEE

- 7.1 Where the Solicitors determine that a Committee should be appointed, they shall as soon as practicable appoint at least three and not more than five Committee Members **[Initial Committee Members]**, who shall themselves be Claimants (or in the case of claimants who are not individuals, employees, directors or officers of a claimant with executive authority within that claimant), who have expressed a willingness to act as Committee Members.
- 7.2 Save for the appointment of the Initial Committee Members pursuant to clause 7.1, a person shall be appointed as a Committee Member by the resolution of a Majority of the Committee at a properly convened meeting of the Committee, each appointment

to be subject to the consent of the Solicitors (which is not to be unreasonably withheld).

7.3 A person shall cease to be a Committee Member as soon as:

- 7.3.1 he or she retires by notifying each Committee member and the Solicitors in writing;
- 7.3.2 he or she dies;
- 7.3.3 he or she becomes incapable by reason of a mental disorder, illness, injury, of managing and administering his or her affairs;
- 7.3.4 he or she has a bankruptcy order made against him or her; or
- 7.3.5 a Majority of the Committee Members resolve at a properly convened meeting of the Committee, that he or she should cease to be a Committee Member and the Solicitors approve that decision.

7.4 The following rules shall govern Committee meetings:

- 7.4.1 Committee meetings must be held in the presence of the Solicitors, may be called by the Solicitors or by any Committee Member and may be held in person on seven days' notice, or by telephone/video conference on 24 hours' notice, such notice to be given by email, or by other means if so agreed by a Majority of Committee Members;
- 7.4.2 Committee meetings held by the Committee Members shall be considered quorate only when more than 50 per cent of Committee Members plus the Solicitors are in attendance, whether in person or by telephone/video conference.
- 7.4.3 no person who is not a Committee Member or a representative of the Solicitors shall be entitled to attend a Committee meeting other than by the invitation of the Committee or the Solicitors;
- 7.4.4 minutes must be kept of all meetings by the Solicitors and thereafter supplied to the Committee for approval within 5 working days;
- 7.4.5 the Committee shall agree by a Majority of the votes cast to appoint a Chairperson from time to time, and the Chairperson may exercise a casting vote in the event of a tied vote (in addition to his or her ordinary deliberative vote);
- 7.4.6 the Committee may dismiss the Chairperson for the time being and appoint a new Chairperson by a Majority of the votes cast; and
- 7.4.7 the Committee shall act reasonably and in the best interests of the Claimants as a group, and shall make decisions based on, and (absent reasonable grounds for disagreement) in accordance with, the advice from the Solicitors.

7.5 All business of the Committee will be resolved (where necessary) by the vote of a Majority.

- 7.6 Subject to clause 7.4.7 above and to complying with their obligations of confidentiality, no Committee Member shall be liable to the Claimants (or any of them) for their own acts, neglects or defaults or for any loss to the Claimants incurred in connection with their role as a Committee Member, unless caused through his/her own fraud, fraudulent misrepresentation and/or dishonesty. Nor, subject to the same qualifications, will any Committee Member be liable for costs by virtue of their participation in the Committee, and in the event of any order for Opponent's costs being made against a Committee Member by virtue of their membership of the Committee, the Claimants shall, absent unreasonable conduct by that Committee Member, indemnify them.
- 7.7 No Committee Member shall be liable for the acts, neglects or defaults of any other Committee Member.
- 7.8 The Committee Members shall be reimbursed reasonable out of pocket expenses incurred by them as a result of their duties as Committee Members. As a condition of payment, any expenses shall (where reasonably possible and exceeding the sum of £20) be submitted to the Solicitors for approval prior to the expenses being incurred. Such expenses shall on approval be paid by the Solicitors as a disbursement and shall be part of the Common Costs.
- 7.9 The Committee Members must submit any expenses claim to the Solicitors within 28 days.
- 7.10 Committee Members shall not be entitled to payment in respect of time incurred in attending Committee Meetings or in respect of related time spent.

8. APPORTIONMENT AND DISTRIBUTION OF COMPENSATION

- 8.1 The Claimants recognise that if there are negotiations to settle the Proceedings, it is likely that any offers made will be on a global basis covering all or some of the claims in the Proceedings and relating to the collective/aggregated claims of the Claimants. The Claimants specifically authorise the Solicitors (and where appropriate the Committee) to solicit offers from the Opponents and to negotiate on such a global basis.
- 8.2 Without limitation of the authorities elsewhere granted by this Agreement, and subject to the terms of any litigation funding agreement, priorities agreement, ATE policy or Solicitors' retainer, the Claimants specifically authorise the Solicitors (or where appropriate the Committee) to allocate and distribute compensation in whatever manner and at whatever time they deem appropriate, subject always to the requirement to act fairly and reasonably, and in the best interests of the Claimants as a group. For the avoidance of doubt, the Claimants therefore authorise the allocation and distribution of compensation without any detailed account being taken of the individual merits or demerits, or specific value, of each Claimant's claim.
- 8.3 Where any further proceedings (e.g. for enforcement or for the assessment of costs) are in contemplation, the Claimants agree that where necessary a reasonable sum can be retained by the Solicitors from the compensation for the purposes of funding such proceedings, with any balance being distributed at the end of those proceedings.
- 8.4 The Claimants agree that the distribution of compensation may, without any obligation to do so, be effected though the instruction of a claims administrator.

9. COMMENCEMENT AND BINDING EFFECT

This Agreement shall commence on the date that the first Claimant accepts its terms and shall continue in respect of each new Claimant and shall be further executed on the date that each further Claimant enters into this Agreement, such that each and every Claimant shall become a party to it.

10. CANCELLATION AND TERMINATION

10.1 Where a Claimant enters this Agreement as a consumer, they have a right to cancel it in accordance with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Please see the notice of the right to cancel attached.

10.2 This Agreement shall otherwise continue in full force and effect until the conclusion of the Proceedings.

10.3 In the event of one or more Claimants ceasing to be a party to this Agreement for any reason, it is agreed that the obligations of the remaining Claimants to each another and to the Solicitors and to the Funder will continue in all respects.

11. COMMUNICATION, COOPERATION, CONFIDENTIALITY, DISPUTE RESOLUTION AND NOTICES

11.1 The Claimants will respond promptly to communications from the Committee and the Solicitors, and will provide all possible assistance to the Solicitors in connection with the Proceedings, including as to:

11.1.1 the signing of necessary documents and confirmations that may be required during the Proceedings; and

11.1.2 the collation and disclosure of documents and data,

recognising that if they do not, they may: (1) damage their case and those of their fellow claimants; and (2) breach and potentially invalidate any ATE insurance policy. Because of the importance to the Claimants of cooperation if, in the Solicitors' reasonable opinion, any Claimant has persistently and unreasonably failed to comply with requests for cooperation such that they are obstructing the efficient progress of the Proceedings [an **Obstructive Claimant**], the Solicitors (or the Committee if appointed) may, after giving 14 days notice to the Obstructive Claimant and absent any subsequent resolution of the position by that claimant, without further authority, discontinue the claim of that Obstructive Claimant. The Obstructive Claimant will thereby lose any right to compensation and will usually become personally liable to pay the Opponent's costs. It is agreed that in these circumstances the Obstructive Claimant will have no right of recourse whatsoever against the Solicitors or Committee Members, whatever the nature, cause or extent of the Obstructive Claimant's resulting loss.

11.2 The Claimants will keep this Agreement and its terms confidential unless required by the Court to disclose it in the Proceedings. This clause shall not prevent disclosure of the Claimants' costs sharing arrangements to the Opponent and the Court where that is in the interests of the Claimants as a group (e.g. for the purposes of applying for a costs sharing order).

11.3 This Agreement shall be governed by the laws of England and Wales.

11.4 Unless otherwise agreed by the Parties in writing, any dispute, controversy or claim arising out of or relating to this Agreement, including any question regarding its breach, existence, validity or termination or the legal relationships established by this Agreement or any non-contractual claims (whether in tort or otherwise), shall be governed by and is to be construed in accordance with the law of the England and Wales and each Party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising out of or in connection with this Agreement.

12. NOTICES

12.1 Any notice or other communication given to any party under or in connection with this Agreement shall be in writing and shall be sent by email to the address specified below:

Party	Email Address
The Committee	emissions@johnsonlawgroup.co.uk
The Solicitors	emissions@johnsonlawgroup.co.uk

12.2 Any notice or communication shall be deemed to have been received:

12.2.1 if the notice is received before 4pm, the day it was sent; or

12.2.2 if the notice is received after 4pm, the following business day.

12.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

13. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 ETC

The Parties agree and accept that each person that becomes a party to this Agreement shall be entitled to enforce its terms against any other party, including each and every claimant that joins the Proceedings after the first claimant.

14. SEVERANCE

If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable (or would if given effect render this Agreement or any part of it invalid, illegal or unenforceable), it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement. If any provision or part-provision of this Agreement is deemed deleted under this clause, the parties shall negotiate in good faith (for which purpose any Committee shall be so authorised by the Claimants) to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

By signing your agreement(s) with us you are confirming that you are happy to engage us in accordance with our terms and conditions and accept and agree to the above documentation.

Litigation Funding Information Sheet

This is an information sheet that advises the various ways in which you might be able to “fund litigation”. In other words, how you fund and pay for your solicitor’s fees and any disbursements we incur on your behalf.

There are a number of ways you can do this:

- (1) By entering into a private funding arrangement or private retainer with your solicitor.
- (2) By entering into a “No-Win No-Fee” arrangement with your solicitor. There is more than one type of No-Win No-Fee arrangement.

Private funding arrangement

You could enter into a private funding arrangement. This is where you pay us our hourly charge out rate for the work we do on your case (win or lose). You will need to pay for all disbursements as they fall due. You would pay our fees (and fund disbursements) regardless of whether you win your case.

The advantage of this form of arrangement is that you do not have to make a payment to us out of your compensation at the end of your case as we are getting paid regardless of the outcome of it. We do not usually recommend this method of funding for your type of claim because it means you are liable for our charges win or lose.

If this is the funding option you would prefer, please do not sign this agreement and ask to speak to us about entering into a private retainer. By signing these papers it is taken that you have opted against entering into a private retainer with us and want to enter into a no win – no fee arrangement.

No Win – No Fee arrangement

There are two main types of no win no fee arrangement.

The first is called a Conditional Fee Agreement (‘CFA’). This is where;

- (i) If you Win, you pay our costs on a time spent hourly rate basis, together with our disbursements. This includes a share of any common costs incurred;
- (ii) If you Lose, you don’t pay our costs, but do pay our expenses, though these should be covered by your ATE policy.

We do not offer a CFA for claims of this type, for a variety of reasons including that using an hourly rate basis as the usual basis for charging in a case of this type means that the amount of your liability for our fees and our entitlement to payment is very uncertain. Other firms of solicitors may offer CFAs.

The second type of no win no fee agreement is a **Damages Based Agreement** (‘DBA’). This is the agreement we have asked you to enter into.

Under a DBA;

- (i) you only pay our fees if you win your case;
- (ii) If you win, you pay our fees as a percentage of the of the damages you recover, not on a time spent hourly rate basis;
- (iii) That percentage is agreed by us at the outset so that from the outset you know if you win what part of your damages you will have to pay for our fees;

Under the DBA, you will not be asked to pay any money up-front and we will finance all disbursements on your case whilst it is ongoing so you do not need to use your own personal savings.

In return you agree to pay us a percentage of your recovered compensation. We call this “the Payment”. The Payment we charge is based on a commercial decision. It takes into account our view of the risks of this type of case and the work we expect to do. It is not based on specific facts or risks of your individual case, but it is the only way that we would agree to act for you on a "No Win - No Fee" basis.

Funding disbursements in a Damages Based Agreement

We agree to fund the disbursements ourselves for you. There is obviously a cost to this which is part of the commercial considerations in setting the percentage Payment that is payable.

Your Agreement with us

By entering into this agreement(s) with Johnson Law Group you are confirming that you fully understand the various litigation funding options available to you as outlined above and that you are happy to engage us based on the “no win – no fee arrangement” we offer.

Insurance and Union Checker

Where litigation is likely, or we have to incur disbursements on your behalf, we will always make sure you are insured (or fully indemnified) beforehand so you will not have to pay those (or your opponent's) costs if you lose your case. There are three possible ways in which you can get covered:

1. You may already have litigation insurance yourself through your household insurance or a credit card and we ask you to check this. We call this **"Before the Event" insurance**. This will enable you to save the cost of paying for a policy specifically taken out for your case called "After the Event" insurance. You may also have the benefit of Union cover which can cover legal costs.
2. If you have no litigation insurance or union cover, we may set up a policy of **After the Event insurance** to protect you against having to pay your opponent's legal costs and any disbursements. The policy premium is not payable until the end of your case and will pay itself off if you lose – so you will not be out of pocket. If you win, you pay the premium out of your winnings. This is payable in addition to the Payment you are obliged to pay.
3. Where cover is not available but we believe you have a viable claim and feel your access to justice would be otherwise hindered, JLG may agree to indemnify you against all adverse costs and disbursements in the event you do not win your case. This would only happen if the above two options are not available and we feel your case merits such support.

Before the Event (BTE) Legal Expense Insurance and Union Cover

You will no doubt know if you are a member of a Union. You may have ***Before the Event Legal Expense Insurance cover*** and not realise. It may be available through your car, credit card or household insurance.

You need to check and confirm to us whether or not you have any such cover.

If this is available ***and*** can be ***used by us*** for your benefit, then we would recommend you take advantage of it.

If you think you may have BTE insurance or trade union cover, we are more than happy to consider any relevant documents on your behalf to try to establish this and determine if any such insurance is suitable for your case. **However, it remains your responsibility to let us know if you think you may have such funding.**

There can be disadvantages to funding a case through BTE Insurance. An important disadvantage is BTE Insurers often do not allow Claimants to choose their own solicitor, (at least until Court proceedings start). Whilst we will not usually act on such terms, it is important that you should consider whether you might have such BTE insurance. We would be happy to assist with any reasonable enquiries in this regard.

Please note that if you do not bring any possible BTE insurance or trade union cover to our attention, but nevertheless you choose to instruct us under our DBA and Terms and Conditions of Business, you will be agreeing that you either:

- (i) do not have such insurance or union cover; or
- (ii) do not wish to make use of any such insurance or union cover that might be available to you.

By signing your agreement(s) with us you are confirming that you are happy to engage us in accordance with our terms and conditions and will advise us immediately if you already have litigation insurance so we can save you the cost of setting up "After the Event" insurance.

Payment Calculation

The Payment is the amount you agree to pay out of any compensation you are awarded if you win your case. It is expressed as a percentage of any awarded compensation.

The Payment is **50% inclusive of VAT** of the compensation or damages you recover in the proceedings covered by this Agreement.

If we have to instruct a barrister then their fees will be part of the Payment. This means that you will not have to pay barristers fees in addition. Our other expenses are not part of the payment, but we limit your liability for them to the amounts that we can recover from your opponent or can claim under your policy of insurance.

The Damages Based Agreement explains why the Payment is set at 50%. However, it is crucial we make clear that the calculation of the Payment is a fixed, standard fee which we apply to all claims of this type and is not set by reference to the risks of your individual case succeeding or failing. **As such, the Payment may be higher than it would be if it were set solely by reference to the risk of your individual case and other firms of solicitors may offer no win – no fee agreements that are set by reference to the risks of the claim succeeding or failing.** However, the only basis on which we are prepared to offer our services to you in a case of this type is on the basis of our Damages Based Agreement and its schedules and our Terms and Conditions of Business, which includes this fixed, standard percentage payment.

Your right to choose

JLG only offers this type of no win – no fee arrangement for the sort of work you require us to do. Other firms may offer slightly different agreements and different rates (some may be cheaper and others more expensive). You are of course under no obligation to instruct a solicitor at all and you may prefer to make complaints and claim direct. By agreeing to instruct us you are confirming that you are happy to enter into this arrangement with us and pay us a proportion of your damages for the work we do.

By signing your agreement(s) with us you are confirming that you are happy to engage us in accordance with our terms and conditions and accept and agree to the above Payment Calculation.



JOHNSON
LAW GROUP

Chancery Place, 50 Brown Street, Manchester, M2 2JT

Tel: 0161 513 2305

Fax: 0161 513 2306

Email: info@johnsonlawgroup.co.uk Website:

www.johnsonlawgroup.co.uk

Form of Authority (1)

Full Name:	
Maiden or former Name (if applicable):	
Address:	

For the avoidance of doubt, this authority includes any formal Data Subject Access Request ("DSAR") for any personal information held about me pursuant to the General Data Protection Regulations (GDPR) and the Data Protection Act 2000 ("DPA") if so indicated by JLG.

I further authorise JLG to make a formal report to the Information Commissioners Office in respect of any non-compliance with any subject access requests made pursuant to the GDPR and DPA.

Signed:.....

Dated.....



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Form of Authority (2)

I confirm that I have read and understood the DBA explanation leaflet and that I have read, understand and agree irrevocably to be bound to and abide by the following documents that collectively combine to form my Retainer with Johnson Law Group ("JLG"):

- A. Introductory Letter.
- B. The Damages Based Agreement ('DBA')
- C. Litigation Management Agreement ("LMA").
- D. JLG's Terms of Business.

I have either taken independent legal advice in relation to the arrangements set out in documents referred to above at A - D or am content to proceed without independent legal advice.

I further confirm:

1. I authorise Jamie Patton (or another suitable Partner/Principal lawyer) of JLG to sign a statement of truth in respect of the claim form and in respect of the Generic Particulars of Claim and any statement of truth in respect of any amendments or re-amendments to the claim form or Generic Particulars of Claim and in respect of any Reply my legal team may advise is appropriate for the Claimants to serve.
2. I agree that JLG may check my identity electronically.
3. I agree that the Solicitors may request documents from third parties to help with the case, and that such documents may include copies of finance agreements relating to my vehicle.
4. I understand that if the Proceedings are successful, any settlement or award made in my favour will be reduced by the Payment I have agreed to pay to JLG under the DBA.
5. I authorise Jamie Patton (or another suitable Partner/Principal lawyer) of JLG to sign a Statement of Truth in relation to the information that I have provided and will provide over email, through electronic or other means and confirm that such information is true to the best of my knowledge and belief.

I understand that I am instructing JLG to be my solicitors for the purpose of the Claim and in so doing have entered into a legally binding contract.

Signed.....

Date.....

Johnson Law Group Terms of Business

Thank you for instructing JLG Legal Ltd trading as Johnson Law Group (“JLG”). We will do our best to ensure you are very satisfied with the standard of legal service we provide. This document sets out the general terms that apply to all clients regardless of the type of case we are dealing with on their behalf.

1. About us

JLG is licenced and regulated by the Solicitors Regulation Authority under Licence Number 664813. Our company registration number, which can be found on the Companies House website, is 12177815. We hold a policy of professional indemnity insurance that covers us against claims up to £3,000,000. Details of our insurer are available upon request.

2. Place and hours of business

Our registered office and our principal place of business is Chancery Place, 50 Brown Street, Manchester, M2 2JT. Our usual office hours are 09:00 to 17.30 Monday to Friday but we do reach out to clients and deal with inquiries outside of these hours. Appointments outside our usual working hours can be made by arrangement.

3. Our Regulator

The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000 but responsibility for regulation and complaints handling has been separated from the Law Society’s representative functions. The Solicitors Regulation Authority is the independent regulatory arm of the Law Society and the Legal Ombudsman is the independent body responsible for handling complaints about solicitors. Please refer to Complaints at section 8 below for the procedure in how to do so.

4. Scope of our services and your authority to instruct

When you indicate that you wish to instruct us on a matter we will ask you to sign a formal “Client Care Pack” which will consist of an introductory letter and contractual documentation that we will ask you to sign. This documentation will be the basis of our terms of engagement with you but may be subject to change on notification by us in writing.

If you do go on to instruct us we will **NOT** be able to undertake any substantive action on your case until we have satisfied ourselves of your identity in accordance with our own “ID check rules”. We cannot be held responsible for any crucial missed deadlines that may preclude you from bringing a claim which has expired during the time between your signing our agreement and sending to us identification documentation to verify your identity. We therefore strongly recommend you provide this when returning signed documentation to us.

Unless advised otherwise, we will assume that we are authorised to accept instructions from any person whom we reasonably believe to have authority to give instructions to us.

By entering into an agreement to instruct JLG you give your express consent for us to issue court proceedings on your behalf and in your name and take any subsequent action in such court proceedings and in the lead up to them, such as issuing interlocutory applications and instructing counsel to attend any court hearings as we deem appropriate and necessary for the progression of your case.

You also expressly authorise us to obtain Legal Expense Insurance on your behalf on the best terms possible. It should be stressed however that we are not insurance brokers and under no circumstances do we act for you in that role or any other insurance intermediary. We cannot therefore carry out an extensive search of the market in order to choose from a number of differing policies. We will simply make the decisions to enter into policies that we feel best suits your needs from the products we are aware of or from legal expense insurance companies that we are acquainted with or already have a business relationship with.

5. Billing and payment terms: Responsibility for our costs

When we render a bill and why

We will usually only render a bill at the conclusion of your case and, in the case of a No Win – No Fee Arrangement, only if you win. There are two versions of this: a Conditional Fee Agreement and a Damages Based Agreement. The decision as to which agreement is offered to our clients is entirely ours based on our

assessment of your case and the commercial considerations involved. You will be advised which agreement applies to the type of case you instruct us on.

Conditional Fee Agreements

In the event of you winning your case, and you become liable to pay our Basic Charges, our Success Fee and/or our Disbursements, we will send you an invoice. This will usually only happen at the end of the case once you have received any compensation, but we reserve the right to do so earlier at an appropriate point. Examples of the circumstances when this may happen can be found in the Law Society Conditions (as amended) document. Also, earlier billing may occur if our agreement with you comes to an end earlier (see the Section '*What happens when this agreement ends before your claim for damages ends?*' in the Law Society Conditions (as amended) document).

We are still entitled to receive a percentage of your damages (the "**Success Fee**") but this is based on the amount of work that we have done (limited to a maximum percentage of compensation you recover and the Overall Cap applicable to your case). We will also be able to recover the majority of our basic charges from your opponent. It is for that reason we keep a record of the time we spend on your file and why we have explained to you in our contractual documentation our hourly charge out rate.

You are responsible for any unrecovered basic charges but that will always be subject to an "Overall Cap" which we cannot charge above, which protects your compensation.

Charging you costs greater than those you may recover from an opponent under a CFA (s.74 Solicitors Act 1974)

If your case is conducted in the County Court, then Section 74(3) of the Solicitors Act 1974 does not allow us to charge you an amount for any item of costs which exceeds the amount that the Court could have allowed for that item if your opponent was ordered to pay it, unless you and this firm agree specifically that such costs can be charged.

By instructing us on the terms of this CFA and the accompanying Terms and Conditions of Business, you agree and acknowledge that certain items of costs, such as the Success Fee, any unrecovered Basic Charges and any unrecovered Disbursements remain payable by you even though they may not have been recovered/be capable of recovery, from your opponent and, by agreeing the terms of the CFA and the Terms and Conditions of Business, you confirm your express agreement to the hourly rates, Basic Charges and the fixed Success Fee as set out in this agreement.

Damages Based Agreements

Just like a CFA, we will not usually render a bill until the conclusion of your case and only in the event of a win. Unlike a CFA, the proportion of damages that you pay to us for agreeing to act for you (the "Payment") is calculated by reference to a percentage of the damages you recover. We will still however be required to record our Basic Charges – the amount of time we spend on your file - as you will be entitled to claim those costs from your opponent in the event you win your case.

Like a CFA, you are primarily responsible for any unrecovered basic charges, expenses and disbursements. However any unrecovered Counsels fees will form part of the agreement Payment you are obliged to pay on the successful conclusion of your case.

Format of invoice

Any such invoice will set out the total amount of our Basic Charges, Disbursements and Success Fee for either the entirety of your claim or for any relevant period it covers, together with any Overall Cap or limitation we have agreed with you on those sums. We will give credit for any sums received from your opponent or elsewhere. However, you will be liable for the net sum due shown on the invoice.

Unless we expressly state to the contrary at the time, any invoice we render to you will be a full and final invoice for the period it covers.

By agreeing to the terms of our Retainer and the Terms and Conditions of Business you agree that we may deliver invoices to you by email.

You may have certain rights to seek an independent review by a Court of any invoice, details of which are set out below. Unless we expressly state to the contrary at the time, your time for seeking such a review will start on the date of delivery of any invoice to you.

Our Basic Charges are calculated on hourly basis and broken down into ten, 6-minute units per hour. Routine letters and phone calls are charged as one 6-minute unit (one tenth of an hour). Longer letters, telephone calls and time spent working on your file (attendances drafting or reviewing documents or engagement in longer meetings) will be charged on a timed basis rounded up to the nearest unit.

The hourly charge out rate we charge is dependant upon the seniority of the fee earner dealing with your case and the value of it.

Details that sets out the rate of Basic Charges applicable to your case can be found in the applicable agreement you enter into with JLG.

We review our hourly rates on 1st January each year and will notify you of any change to them in writing.

It is important you understand that you will be responsible for paying our bills. Even if the claim is successful, the other party may not be ordered to pay all our charges and expenses, or these may not be recovered from them in full after any detailed assessment by the court. If this happens, you are responsible for unrecovered basic charges (subject to that liability being limited by the Overall Cap in our CFA or the limit placed on the "Payment" in our DBA – to ensure a proportion of your damages is "ring fenced" and protected against any of our costs levied against it) but we may ask you to pay for any unrecovered disbursements and expenses.

Any interest awarded or agreed in respect of the compensation you receive will form part of the total damages recovered – which you get to keep. Any interest payable in respect of awarded costs is regarded as part of our overall recoverable costs charged – which we get to keep.

You will also be responsible for paying the charges and expenses of seeking to recover money that the court orders your opponent to pay if enforcement proceedings are necessary.

Any disbursements unrecovered from your opponent if you win will not be covered by your after the event insurance policy and may need to be funded out of your recovered compensation. If you lose, all disbursements will be covered by your after the event insurance policy. This is subject to you complying with the terms of the policy.

Your rights to have your costs assessed by a Court

If you are liable to pay our Basic Charges, Disbursements and/or our Success Fee, we will deliver an invoice to you and you may be entitled to have the amount of that invoice reviewed and independently assessed by a Court.

The rules relating to such an assessment are set out in Part III of the Solicitors Act 1974 and we would be happy to answer any reasonable enquiries you may have in that regard. Please note, there are quite tight time limits from the date of delivery of any invoice relating to any such assessment and if they are not complied with any right to such an assessment may be lost.

You may have a separate right to complain to the Legal Ombudsman and you should note that the Legal Ombudsman may not consider a complaint about a bill if you have applied to the Court for assessment of the bill.

If you are liable to pay any insurance premium, you would not be able to have any insurance premium assessed since your liability for the premium would have arisen directly from the insurance contract between you and the insurer. You may have separate rights under that contract or through the Financial Ombudsman Service in relation to the premium.

VAT

Unless otherwise stated, Value Added Tax (VAT) will be added to the amounts we charge in accordance with HM Revenue and Customs requirements. We may have to add VAT to some expenses if VAT is not added by the supplier. We will deliver an appropriate VAT invoice to you.

Expert fees

We may instruct companies to prepare independent expert reports relating to some of the more technical aspects of your claim. These reports will incur a fee which we will attempt to recover, from your opponent but continue to remain your responsibility.

We will advise you further in relation to these fees should such reports be required. We will not incur any fee unless we are sure the cost is covered by a policy of litigation insurance or backed by a Trade Union.

6. Litigation Insurance

Although we may set up "After the Event" insurance to protect you against having to pay your opponent's costs, we must advise you that we are not insurance brokers. The legal expenses insurance market is complex and changes frequently. Accordingly, we do not offer professional advice on all policies available in the market.

We have advised that you take out an After the Event insurance policy unless you already have an existing legal expense insurance policy.

Most importantly, should you instruct us to proceed with a policy it will constitute your irrevocable agreement to allow us to receive your damages and to deduct the appropriate premium from the damages and to send it to the insurer in settlement of the liability to pay the premium.

The premium for the policy is only payable upon the conclusion of the case. If you win your claim, then the policy cost is taken from your compensation. If you lose your claim, then the cost of the policy is covered. Unlike most other disbursements and expenses, the policy premium is not a cost that is recoverable from your opponent.

You are of course entitled to explore the availability of ATE insurance arrangements.

Where you already have legal expense insurance or trade union legal protection, the insurer or union may insist on their customer using their appointed solicitors or that no deductions are taken from a client's damages (but without adequately paying the solicitor for the work they do).

Where you have such cover and we can enter into an arrangement with either your Legal Expense Insurer or Union so that they cover any risk of adverse costs to you but allow us to continue with our No-Win No-Fee arrangement, we will engage them. If, however, they refuse to allow us to operate in this way then you will have to choose between using us in line with our contractual arrangements or going elsewhere.

We are not authorised by the Financial Conduct Authority however we are included on the register maintained by the FCA so that we can carry on insurance distribution activity, which is broadly, the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at www.fca.org.uk/register.

7. Advertising & Recommendations

If our details have been passed to you by a third party, we may have paid a marketing fee, suppliers fee, recommendation fee or signed up to a panel membership, organised road shows or responded to advertising.

All Introducers who pass our details to you have signed commercial agreements with us.

The arrangement between us and any introducer is strictly a business relationship. You are entitled to see any details of any payments made in respect of marketing or referral costs relating to your introduction to our firm.

The arrangement does NOT constrain our ability to act impartially nor fetter our independence as a legal adviser and to provide you with the best advice possible. The referral also has no financial impact on you personally or the cost of your action.

8. Complaints

Please note that this firm has a written complaints procedure that is available on our website and upon request. We strive to ensure that all complaints are handled promptly, fairly and effectively in accordance with our complaints procedure.

Should you have a problem or issue that cannot be resolved informally you are of course entitled to complain. Any complaints should be addressed to Jamie Patton, the complaints handling Manager and Senior Solicitor. Once your complaint has been made, we will write to confirm how your complaint will be handled and the likely timescale you can expect us to revert to you with our findings. We will not charge you for investigating your complaint.

If your complaint has not been resolved to your satisfaction within 8 weeks of making the complaint, you may be able to complain to the Legal Ombudsman. Full details of the kinds of complaints which the Ombudsman will accept can be found on their website at <http://www.legalombudsman.org.uk/> and their address and contact details are: PO Box 6806 Wolverhampton WV1 9WJ (email: enquiries@legalombudsman.org.uk; Tel: 0300 555 0333).

You may also have the right to object to your bill by applying to the Court for an assessment of the bill under Part III of the Solicitors' Act 1974. Please be aware that the Legal Ombudsman may not consider a complaint about a bill if you have applied to court for an assessment of it.

9. Proof of identity

The law now requires solicitors, as well as banks, building societies and other similar organisations, to obtain satisfactory evidence of the identity of their clients. This is because solicitors who deal with money and property on behalf of their clients can be used by criminals wishing to launder money. To comply with the law on money laundering, we need to obtain evidence of your identity as soon as practicable.

We therefore carry out electronic identity checks on you via an on-line compliance service called SmartSearch. Please note that the search conducted against you will leave a small ID footprint on your record but it will not affect your credit history. Your agreement to instruct us provides the necessary consent to perform these searches and checks. We have no liability for any consequential loss arising as a result of our compliance with statutory or regulatory obligations and our fees may include a charge for complying with those obligations.

10. Confidentiality

Solicitors are under a professional and legal obligation to keep the affairs of clients confidential. We will keep confidential any information received from you whilst acting for you in connection with a matter unless:

- (a) We have your authority to disclose it; or
- (b) Disclosure is required in order to deal with and progress your matter;
- (c) For the purposes of external auditing that we are required to do (as outlined below) or;
- (d) We are required to disclose it by law: for example in order to comply with a Court Order or pursuant to the obligations legislation on money laundering and terrorist financing has placed solicitors under to disclose information to the National Crime Agency. For example: where a solicitor knows or suspects that a transaction on behalf of a client involves money laundering, the solicitor may be required to make a money laundering disclosure.

If, while we are acting for you, it becomes necessary to make a money laundering disclosure, we may not be able to inform you that disclosure has been made or of the reasons for it because the law prohibits "tipping off". Where the law permits us to do, we will tell you about any potential money laundering problem and explain what action we may need to take.

In the event of litigation, you should be aware that many documents which you file in court will be open to public inspection. If this causes you any specific concern, please let me know as soon as possible.

11. Third Party Auditing / Consent

Please note from time to time it may be necessary for your file to be audited by a third party. They may require access to your papers on a read-only basis so that they can assess the progress being made and the

eventual conclusion. Other parties would also include, but not exclusively, our insurers or their representatives, our Regulators including the Solicitors Regulation Authority, ATE providers or funders who have provided Litigation Disbursement Funding to assist the practice in running your claim.

By signing this letter, you are providing your ongoing consent to making your file available for these audits and for your file to be transparent on a read-only basis to the relevant third party.

If you do not consent to any of the above, please contact us immediately.

12. Data Protection Act Notice

We place great emphasis on maintaining the highest standards of confidentiality. Our partners and staff are under an obligation not to disclose any confidential information to third parties, unless the Proceeds of Crime Act 2002 applies, or we are required to do so by Court Order.

We are committed to protecting client privacy. In dealing with clients and prospective clients we require personal data to assist in the provision of legal services. Your personal data will either be transferred to us from you directly, or from one of our agents or referrers (if your claim was referred to us by them). The storage and disclosure of that personal information is always in accordance with the Data Protection Act 2018 and EU General Data Protection Regulation 2016/679. Further details on how we deal with your personal information is contained in our Privacy Policy which is available on our website and on request. You are advised to read this Policy carefully before instructing us as it sets out (among other things) details of any personal data transfers outside of the EEA. If you have any queries or concerns about our approach to data protection or the processing of your personal data in connection with your claim, please contact us.

13. Papers documents and electronic communication

Paperless files

We may operate a “paperless” file for your matter. If so, we will not normally keep paper copies of any letters or emails, or of any documents that we generate; we will encourage the use of paperless communication where possible; we will store copies of correspondence and documents electronically; and incoming mail will generally be converted into digital format.

You authorise us to destroy all paper letters and documents provided we have digital copies.

If you require us to return to you any letter or document that you provide to us, you must inform us in writing at the same time as you provide it. General requests that are inconsistent with our paperless working may result in us terminating the retainer or agreeing to an additional charge, but we will first discuss the situation with you.

We will retain digital copies in accordance with our Privacy Notice.

Paper records

If we retain any paper records of the work we have done for you, we will keep them for at least one year from the date of our final bill.

Providing copies

During the first year after the date of our final bill we will provide to you, on your written request, any documents that belong to you (or copies of any documents that are jointly owned). If we have converted them into digital format, we will provide copies. We will not provide to you copies of documents that we have already provided to you or that belong to us.

You agree that, after that first year, all documents (or copies) will belong to us and we may choose how to respond to any request for copies.

We will not supply copies or notes of communications between us, so you must keep your own records of anything important.

We may choose to supply copy documents in electronic format.

If we are willing and able to provide any documents or copies to you, you agree to pay in advance an administration fee of no more than £60 if we request it. No administration fee will be payable during the first five years if you have previously paid an archive charge.

You will be responsible for any collection or delivery charges. We may require you to make arrangements for collection.

14. Interest

If we hold money in our Client Account on your behalf, then we will account to you for a sum in lieu of interest calculated as below. We will not account to you for any interest in the following situations:

- (a) if the amount calculated is £20 or less.
- (b) on money held for the payment of a professional disbursement if the person to whom the money is owed has requested a delay in settlement.
- (c) on an advance from us into our general client account to fund a payment on your behalf in excess of funds already held for you in that account.
- (d) if there is an agreement to contract out of the provisions of this policy.

If we hold sums of money intermittently on your behalf, in our Client Account, during the course of acting, and the sum in lieu of interest calculated for any single period is £20 or less, we will account to you if the total interest exceeds £20.

We will calculate and pay interest once your matter has been concluded.

In calculating interest, we will apply a rate that we believe reflects the market rate of interest paid on an instant access current account offered by JLG's bank over the period when interest is due.

In determining the period over which interest is to be calculated, we will look at the following: the period between the date when the relevant funds received by us clear our account and, if we send the funds electronically, the date when the funds are sent or, if we send the funds by cheque, five days after a cheque is raised.

15. In the Event of a Banking Failure

In the event of a banking failure JLG will not be liable for any losses of client account money.

We currently hold our client account funds in Santander Bank. The £85,000 Financial Services Compensation Scheme (FSCS) limit will apply to each individual so if you hold other personal monies yourself in the same bank as our client account, the limit remains £85,000 in total, so it may be advisable to check with your own bank as some banks now trade under different trading names.

However, the FSCS provides a £1 million protection limit for temporary high balances held with a bank, building society or credit union if it fails. Further details relating to what constitutes a temporary high balance and the rules relating to the protection can be found at www.fscs.org.uk. In the event of a bank failure you agree to us disclosing details to the FSCS

16. The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013

If you are an individual and you are instructing us for purposes which are wholly, or mainly, outside your trade, business, craft or profession, you will be considered a 'consumer' by law and will have certain statutory rights under consumer legislation. Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have a statutory right to cancel your instructions to us within 14 days (without giving a reason) if your instructions to us are as a result of a situation where we do not actually meet (i.e. through email and/or telephone contact) or an off-premises contract (i.e. at a meeting between us not held at our offices).

The cancellation period will expire after 14 after signing it. To exercise your right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g.: a letter sent by post or email) using the contact details in our Engagement Letter before the cancellation period has expired. You may use the model cancellation form contained in our Client Care Pack, but it is not obligatory. You can also electronically fill in and submit the model cancellation form by email to info@johnsonlawgroup.co.uk. If you use this option, we will communicate to you an acknowledgement of receipt of such a cancellation on a durable medium (e.g. by email) without delay.

Where you have asked us to commence work within the 14-calendar day cancellation period and you later exercise your right to cancel after the 14 days has expired, you will be liable for any costs, VAT and disbursements incurred up to the point of cancellation. In such circumstances the costs you become responsible for will be charged in accordance with our Basic Charges as set out in **Section 5** of these Terms of Business (above). If you exercise your right to cancel, subject to any costs you are liable for as set out above, we will reimburse any payment received on account from you without undue delay and within 14 days after the day in which you informed us of your decision to cancel.

17. Equality and Diversity

We are committed to promoting equality and diversity in all of our dealings with clients, third parties and employees. We have a written equality, diversity and inclusion policy to ensure that discrimination and harassment are prevented and that equality, diversity and inclusion are promoted.

We will not discriminate in the way we provide our Services to you or in the way we instruct third parties.

18. Force Majeure

We will not be liable to you for any delay or failure to fulfil our obligations caused by circumstances outside of our reasonable control.

19. Severance

If for any reason any part of our agreement with you is invalid or unenforceable for any reason that shall not affect the remainder of it.

20. Governing law and disputes

The contract between you and JLG is deemed to be made in England and governed by the law of England and Wales.

21. Referral Arrangements with 3rd Party Introducers

From time to time we will enter into arrangements with Claims Management Companies or 3rd Party Introducers that put us in touch with clients who wish to instruct us.

When this happens, we pay them a fee for that service. We will make you aware of the fee we pay. You are not responsible for paying that referral fee and the fees we will charge you in respect of your matter will not be affected by this financial arrangement.

Nothing in our arrangement with any 3rd party introducers will affect or influence our obligation to you to act in your best interests and upon your wishes or to provide you with sound legal advice completely independent of any organisation we have dealings with. You are free to raise any questions about any aspect of this transaction. The information disclosed by you to us will not be disclosed to 3rd Party Introducers unless you consent. However, in signing the agreement contained within our client care pack (of which these terms and conditions form part) you give us your written consent to disclose to the relevant 3rd party introducer certain details about the progress of your case that would enable the structure of the arrangement we have with them to work, for example, to advise them that we have taken you on as a client, when your case is likely to conclude and does conclude and the amount of success fee we have charged you at the conclusion of your case. You may however withdraw that consent if you so wish at any time.