

Dear [Name]

Client Care Letter

1. Thank you for instructing KP Law Limited to represent you in your claim against 3M Company ("3M") arising from the use of defective 3M Combat Arms Ear Plugs.
2. The purpose of this letter is to set out the basis on which we will act for you and to provide you with certain information about our terms of business. This letter should be read alongside the enclosed Damages Based Agreement ('DBA') and Litigation Management Agreement ('LMA'). In the event of any inconsistency between this letter and the terms of those agreements, the terms DBA or LMA respectively shall take precedence.
3. The person with overall responsibility for the 3M litigation is our partner, Tom Longstaff.

Enclosures

4. We enclose copies of the following documents:
 - a. Damages Based Agreement;
 - b. Litigation Management Agreement.
5. We provide a further explanation about these documents below.

Funding your claim

6. As you are aware, we propose to advance your claim against 3M under the terms of a DBA. As explained in more detail below, a DBA is a form of 'no win, no fee' arrangement, where the Firm will be paid a proportion of any damages you receive from 3M should your claim succeed.
7. Before entering a damages-based agreement, we are required to confirm various matters to you in writing. These include the alternative means of resolving or pursuing a claim that may be open to you, but **which we do not offer in relation to this claim**. These include:

Private Payment

8. By private payment, we mean an agreement for private payment which meant that you paid us irrespective of the outcome of your case, based on the number of hours we had worked on your claim, at the rates set out below:

Legal representative	Hourly rate (£)
Partner	895
Of counsel	735
Legal Director	650
Associate (4-7 years qualified)	610
Associate (0-3 years qualified)	525
Trainee	305
Paralegal	250

9. As we have offered you a DBA, private payment of our fees may not be necessary. However, if you consider that you would prefer to pay us privately whether you win or lose your claim, rather than only paying us in the event that you win on the terms set out in the DBA, please contact us.

Legal Expense Insurance

10. You may be able to fund your claim through legal expense insurance which you already have the benefit of. This might be the case where you already have a policy of insurance in place, which would cover your legal expenses in certain circumstances and may additionally or alternatively cover the risk of you having to pay your opponent's fees and any recovered costs and disbursements.
11. Such policies can be attached to other policies of insurance. You may wish to investigate whether such a policy exists and, if so, is applicable to your potential claim against 3M. The policy may form part of any other insurance policies you have now, or have previously had the benefit of, including (for example):
- Any credit card insurance policy;
 - Insurance provided as a result of trade union membership.

12. However, you should carefully consider whether you have any other policies of insurance which may cover legal expenses and consider carefully whether such policies may cover your potential claim against 3M.

13. Our experience of these policies is that they generally do not cover litigation such as your claim against 3M and, where they do, the level of cover provided is generally insufficient for a claim of this type. It is therefore this Firm's policy not to operate under the terms of the types of policy described above and we are therefore unable to offer to act for you on such terms.

Conditional Fee Agreement

14. A conditional fee agreement ('CFA') is a type of agreement where the Firm is paid its fees if the claim succeeds, calculated on the basis of the number of hours that have been spent on your claim by the Firm's lawyers, plus a 'success fee' if your claim succeeds. Some forms of CFA require you to pay part of the firm's fees whether you win or lose.
15. A CFA may be an appropriate way of funding this claim, but we do not believe that a CFA on your claim against 3M would allow us to provide the highest level of service to you in pursuing

your claim and is therefore not something we offer as a way of funding your claim.

Damages Based Agreement

16. We propose acting for you pursuant to a DBA. This means that you will not be required to pay our legal costs unless and until your claim against 3M succeeds. If your claim succeeds, we will be paid 25% of the total amount of damages for pain, suffering and loss of amenity, and for pecuniary loss other than future pecuniary loss you receive from 3M.
17. If your claim succeeds, you will also be responsible for meeting our expenses (disbursements) of pursuing your claim, other than counsels' fees, which we will pay out of the 25% payment we receive. We may recover a proportion of your costs and the other expenses of bringing the claim from the Defendant. If so, we will be entitled to retain any such sums but will give credit for that against the sums payable by you to us in respect of the 25% of damages payment or our expenses.
18. We are also likely to recommend that you take out insurance to protect against the risk of having to pay 3M's costs if your claim against it does not succeed. If your claim does succeed, you will be responsible for the costs of the insurance policy, if it cannot be recovered from the Defendant.
19. There are a number of additional points we would like to explain about this:
 - a. In order to allow the claim to progress in the High Court, **we will seek to obtain a suitable policy of insurance that protects you and the other claimants to the action against adverse costs liability in the event that the claim fails, and the court awards 3M its costs of defending the claim.** This is commonly referred to as 'ATE insurance'. Whilst, because your claim is a claim for damages for personal injury, your liability to pay costs to 3M should be limited by virtue of Qualified One Way Costs Shifting (provided you are not fundamentally dishonest and your claim is not struck out), we consider that a policy of insurance is still advisable to cover your liability for expenses in this situation and to provide additional cover in respect of any liability to pay 3M costs.
 - b. We will aim to obtain the most comprehensive policy of insurance that is available on the market, to provide you with the best available protection against these risks.
 - c. Whilst we expect that we will be able to obtain a suitable policy of insurance, there is no guarantee that we will be able to do so, and we cannot provide you with a guarantee that an insurer will be willing to provide coverage. This is why the documentation provided to you makes clear that this is ultimately 'your responsibility' rather than 'our responsibility' as a firm, as we do not wish to give you the impression that this is something that we can control as a law firm.
 - d. However, if having exhausted all available options, insurance cannot be obtained for the claim, we would not advise you to issue a claim at court and the claim would not proceed. Whilst we would try to agree a resolution with 3M outside of court, if this was not possible, our file would be closed and we would not charge you for our costs, provided that you have complied with your other obligations to us, and which are clearly set out in the documents you have signed.
20. The above explanation is provided to you in order to help you to understand the process of

taking a claim to court and does not detract from our confidence that the claim will be able to proceed with adequate insurance coverage in place, and hopefully provides you with peace of mind as to what will happen in the unlikely event that insurance cannot be obtained.

21. The DBA is a Contentious Business Agreement. This means that it is a particular form of agreement by which the amount you are to pay us for our services is determined. This affects the nature of the rights that you have should you wish to dispute the amount payable to us under the agreement. Further details in this regard are set out in the DBA.
22. Finally, the costs of bringing your claim against 3M may require funding from a third-party institution which specialises in funding legal claims. We will explain to you the basis on which such funding is available in respect of your claim in due course.
23. Please read the DBA carefully before signing. Do not hesitate to contact us if you have any questions relating to the DBA.

Pursuing a group claim

24. Because the harm caused by 3M Combat Arms Ear Plugs is widespread, many individuals have been harmed by their use, often in very similar ways. Because a large number of people have been similarly afflicted by this wrongdoing, it may be possible for us to advance claims on behalf of many of those affected as a 'group claim'.
25. There are different ways of pursuing a group claim, but in broad terms, pursuing your claim as part of a group may allow the litigation against 3M to proceed at lower expense and cost, and with more efficiency, than would otherwise be the case.
26. If we do advise you that your claim would be best advanced as a group claim, you will be asked to agree to certain rules and procedures about the overall management of the claim. In anticipation of the establishment of a group action, we have enclosed a document called a '*Litigation Management Agreement*', which sets out the basis on which the group claim would be managed.
27. Amongst other things, the Litigation Management Agreement allows for the creation of a Claimant committee, who would be responsible for making decisions about the claim, and giving us instructions, on behalf of and for the benefit of the whole group of Claimants. This is required because the management of a group claim comprising large numbers of claimants can be very difficult without the coherent strategy and decision making facilitated by a Claimant committee.
28. Please do not hesitate to contact us if you have any questions relating to the LMA.

Limitation

29. In response to your claim, it is possible that 3M will raise various defences, including pursuant to the Limitation Act 1980, to the effect that your claim cannot be brought because of the period of time that has elapsed between your use of 3M's products and/or the development of your condition.

30. Please note that, in instructing us to act on your behalf, you acknowledge that there is a risk that such defences apply, but that there will necessarily be a further delay in us issuing your claim whilst we investigate 3M conduct and your specific circumstances, to establish whether or not you have a valid claim.

Confidentiality

31. We have significant experience in acting for individuals whose lives have been affected by the actions of corporations. Our aim is to hold 3M to account for the harm it has caused you.
32. In order to give us the greatest chance of doing this, we would ask that you refrain from commenting on your claim on social media and keep all communications with us, relating to the claim, confidential.

Taking your claim forward

33. We will now review all of the information you have provided to us and consider whether we consider your claim against 3M is viable. This may include discussing your claim, and the evidence relating to it, with experts, including medical experts.
34. If you are acting as a Personal Representative we will need a copy of the grant of probate or letters of administration. Without this we may be unable to issue proceedings on your behalf or pay out any future settlement agreement. If you have not already provided this to us, please can you now do so?
35. We are likely to ask for further documents, including medical records, and we ask that you seek to respond to our requests as quickly as possible to allow us to advance your claim quickly. Once we have all the information we require, we will write to you to inform you of the next steps in your claim.
36. To the extent you have any questions arising out of the above, please do not hesitate to contact Tom Longstaff, the partner with conduct of your matter, at tom.longstaff@kpl.co.uk.

Yours sincerely



KP Law Limited