

THIS LITIGATION MANAGEMENT AGREEMENT ("Agreement") is dated

2025

B E T W E E N:

(1) **KP Law Limited**, a law firm incorporated and registered in England and Wales with company number 11937792 whose registered office is at 81 Chancery Lane, London, WC2A 1DD ("**KP Law**"); and

(2) CLIENT] of [ADDRESS] (acting on behalf of [NAME] (if applicable)) ("**Claimant**")

each a **Party** and together the **Parties**.

WHEREAS:

(A) KP Law is a fully authorised firm and regulated by the Solicitors Regulation Authority ("**SRA**") as a firm of solicitors who specialise in the pursuit of claims on behalf of large groups of claimants. KP Law's legal services under this agreement are regulated by the SRA. KP Law's SRA number is 661050. Further information about the SRA and its professional rules which apply to KP Law are on the SRA website: www.sra.org.uk. Owing to KP Law's professional duties, there are limits on what it can do to help clients achieve their goals. It cannot, for example, break the law, act in a conflict of interest, mislead the Court or act in a manner deemed 'unethical' by the SRA.

(B) KP Law is not authorised by the Financial Conduct Authority. However, its solicitors are able to provide certain financial services incidental to their legal work while regulated by the SRA. KP Law is included on the register maintained by the Financial Conduct Authority so that it can carry on insurance distribution activity, which is broadly the

advising on, selling and administration of insurance contracts. This is part of KP Law's business, including arrangements for complaints or redress if something goes wrong, and is regulated by the SRA. The register can be accessed via the Financial Conduct Authority website at: www.fca.org.uk/firms/financial-services-register. Further information would be provided to the Claimant in advance of such work on KP Law's part including providing the Claimant with a statement of demands and needs.

(C) This Agreement is intended to establish the framework in which KP Law will work on behalf of the Claimant in pursuit of a claim against 3M Company ("3M") for the supply of defective 3M Combat Arms Ear Plugs ("**Claim**").

(D) The Claim may be prosecuted through a group litigation structure along with other, similar claims, however, this Agreement (subject to its terms) is only currently designed to govern the terms on which KP Law will represent the Claimant in the Claim.

(E) This agreement commences on the date it was entered into by the parties.

(F) References to plural include the singular and vice versa.

IT IS HEREBY AGREED AS FOLLOWS:

1. THE CLAIMS

1.1 This Agreement will relate to any and all Claims brought by the Claimant against 3M relating to the provision of defective 3M Combat Arms Ear Plugs in the United Kingdom, from the date hereof until amendment, replacement, or termination of this Agreement.

- 1.2 A Claimant is only able to participate in the Claim by completing the registration process and providing all information which KP Law deems to be required to progress the Claim.
- 1.3 Each Claimant is responsible for the accuracy of the information provided and agrees to act in good faith in progressing the Claim against 3M with a view to generating maximum damages and/or other financial benefit for all parties involved in the prosecution of the Claim and/or other related claims.
- 1.4 The Claimant confirms that they understand the risks associated with the Claim, their obligations to KP Law and the court, and the nature of the allegations pursued in the Claim against 3M.
- 1.5 The Claimant has been provided with a Damages-Based Agreement and Client Care letter, which the Claimant also agrees to sign. The Claimant agrees that their liability for costs will be governed by this Agreement, the terms of the DBA, and the Client Care Letter.
- 1.6 The Claimant agrees and acknowledges that they will follow the advice of KP Law as to how these proceedings will be managed, including as the suitability of an application for a Group Litigation Order ("**GLO**") in due course, for that the claim will participate in any suitable group action in which KP Law acts on behalf of other claimants.
- 1.7 It is further agreed that in the event that a GLO is made it will be necessary for the parties, and potentially third parties, to enter into a further, or replacement, DBA, Client Care Letter, or Litigation Management Agreement (or such other documents as

may be necessary), to (*inter alia*) confirm the terms on which any suitable group action will be managed and operated (including terms of reference for any Steering Committee), how any common costs will be paid, or any proceeds will be distributed.

- 1.8 The Claimant acknowledges and agrees that KP Law have been instructed to manage administrative matters in respect of the Claim, and will, *inter alia*, maintain a line of communication with the Claimant, and if appropriate, the group of Claimants in connection with administrative matters and distribute any proceeds of this claim subject to this agreement and any related agreement(s).
- 1.9 Each Claimant authorises KP Law to instruct any third party as may be necessary to advance the Claim, including but not limited to any external counsel, expert, PR professional, IT and/or case management professional, or costs specialist.
- 1.10 The Claimant agrees, if KP Law deems it appropriate and in the best interests of the Claimant (or group of claimants), to enter into a funding agreement with a third party funder to fund the litigation costs of the Claim, which may be on terms that the Claimants' costs of the litigation will be met the third party funding agreement, and which may address the order in which any recoveries from the Claim(s) will be paid. This agreement may regulate the entitlement of the Claimant (and/or any group of claimants) to any value received by or on behalf of the Claimant in connection with the litigation as a result of any judgment, award, order, negotiation, settlement or compromise agreement, and which includes the payment of any type of damages, compensation, another financial award whatsoever, interest, judgment, costs (and any interest thereon), before the deduction of taxes for which the Claimant may be liable.
- 1.11 The Claimant authorises KP Law, if necessary, to sign Statements of Truth on their behalf, in accordance with the Civil Procedure Rules.

- 1.12 The Claimant agrees not to disclose this Agreement, the information provided by KP Law or any external counsel, in connection with the Claim, other than to professional advisers with a duty of confidentiality, or as required by law.

2. **KP LAW SERVICES**

- 2.1 KP Law will seek to represent other claimants who may participate in claims similar to the Claim, both prior to any application for a GLO and, if successful, after the making of a GLO.
- 2.2 Prior to the issue (at court) of the Claim or any application for a GLO, and in accordance with Clause 3 below, KP Law will seek to obtain after the event insurance ("**ATE**") in such amount as is deemed necessary.
- 2.3 Where any such GLO application succeeds, and subject to any order of the court or otherwise, KP Law will include within the GLO the Claim and all other claims in which KP Law is instructed and which meet the criteria for inclusion within any GLO.
- 2.4 KP Law will undertake all day-to-day conduct of the litigation, including without limitation, the drafting of *inter partes* correspondence and correspondence and liaison with solicitors acting for other claimants seeking to pursue claims similar to the Claim.
- 2.5 KP Law will, in the event that a GLO is made and KP Law are appointed to the Steering Committee, be responsible for all of the lead solicitor work associated with the pursuit of a GLO including, but not without limitation, preparing each individual claim form, maintaining and updating the Group Register with details of each claimant and preparing the associated schedules. It will include all work reasonably contemplated by a solicitor conducting litigation within a GLO.

- 2.6 KP Law will conduct the litigation subject always to its professional obligations to the Claimant and always acting in the best interests of the Claimant in accordance with the SRA Handbook applicable at the material time and as varied hereafter from time to time.
- 2.7 KP Law will conduct settlement negotiations in furtherance of the best interests of the Claimant, and any cohort of clients represented by KP Law who are participating in claims similar to the Claim.
- 2.8 In the event that a GLO is made, the Claimant agrees and acknowledges that it may be necessary for KP Law to use confidential information or documents disclosed or generated by a Claimant's Claim, in another claimant's claim or in the proceedings generally. The Claimant agrees that to the extent necessary the duty of confidentiality otherwise owed to them by KP Law in respect of the facts of their claim and documents relating to the Claim shall be waived as against other Claimants. However, notwithstanding the generality of the foregoing, the purpose of such waiver is to enable KP Law to undertake appropriate analysis and comparison of different claims, the issues arising therein, to enable KP Law to engage in and advise upon appropriate settlement discussions, but it does not constitute a waiver of privilege, or in any way amount to a broader right to use or receive the Claimant's confidential information.

3. AFTER THE EVENT INSURANCE

- 3.1 KP Law will not be obliged to provide any services to the Claimant, including to issue a claim at court, unless and until the Claimant has the benefit of ATE which KP Law, in its sole discretion, considers adequate and suitable in the circumstances of the case.

3.2 It shall ultimately be the responsibility of the Claimant to secure suitable and adequate ATE in order for the Claim to proceed, and KP Law provides no assurances as to the availability of appropriate insurance in the ATE market.

3.3 In the event that ATE insurance is not secured in accordance with the terms of this Agreement, KP Law will be entitled, on one months' written notice, to terminate this Agreement and the DBA and withdraw from all and any obligations hereunder.

4. **REMUNERATION AND FEES**

4.1 The Claimant and KP Law will enter into a DBA.

4.2 The DBA will be entered into with the Claimant in respect of the Claim in the form provided by KP Law (or in the form which any specialist costs leading counsel appointed by KP Law considers to be appropriate) and which has the effect that:

4.2.1 In the event of Success, KP Law will receive 25% (inc VAT) of all damages you receive for pain, suffering and loss of amenity, and pecuniary loss other than future pecuniary loss received (excluding costs) from any actual or potential Claim.

4.3 KP Law's right to remuneration under the DBA will survive the termination of the DBA and this Agreement.

4.4 If the Claimant wishes to complain about their bill, the Claimant can follow KP Law's complaints procedure (see section 7). The Claimant has a right to dispute the amount payable under this Agreement as set out in ss. 59 to 61 Solicitors Act 1974. The Claimant may therefore ask a Court to consider whether this Agreement is fair and reasonable in terms of the sums payable under it.

5. **REPLACEMENT FEE AGREEMENT**

- 5.1 The parties acknowledge that the law surrounding the enforceability of DBAs remains uncertain in some respects. To this end, the parties are agreed that if for any reason howsoever arising, a court of competent jurisdiction determines that the DBA is unenforceable such that KP Law is unable to enforce a right to payment against the Claimant, and/or 3M or any other defendant, and/or as between themselves, the DBA will stand substituted to the extent necessary by a replacement agreement which provides that the Claimant will pay to KP Law a sum equal to the sum which KP Law would have received under the DBA.

6. **TERMINATION**

- 6.1 The termination rights in this clause are additional to any common law rights to terminate which may arise.
- 6.2 This Agreement shall terminate in the event that a Claimant is found to have brought a fraudulent or dishonest claim, in which circumstances, the Claimant will be automatically liable for all costs and expenses incurred by KP Law in litigating the Claim, including any adverse costs orders, and any time costs expended by KP Law in working on the Claim.
- 6.3 Subject to personally meeting all consequential costs and expenses, any adverse costs order, and all time costs of KP Law in working on the Claim, a Claimant may, pursuant and subject to Part 38 of the Civil Procedure Rules, discontinue a Claim which has been issued at court.

6.4 If a Claimant dies during the term of this Agreement, all rights and obligations of the Claimant pursuant to the Agreement (and any agreement referred to herein), shall pass to that Claimant's Personal Representative.

6.5 Any Claimant may terminate this Agreement within 14 days of signing it, without liability, by notifying KP Law in writing, by email at 3mclaim@kpl.co.uk unless the Claimant instructs KP Law to immediately commence work on the Claim.

7. **COMPLAINTS AND OTHER CONCERNS**

7.1 We want to give you the best possible service. However, if at any point you become unhappy or concerned about the service we have provided to you then you should inform us immediately so that we can do our best to resolve the problem for you.

In the first instance it may be helpful to contact the individual who is working on your case to discuss any concerns and we will do our best to resolve any issues at this stage. If you would like to make a formal complaint please email us at complaints@kpl.co.uk, or you can send us a letter detailing your concerns. You can read our full complaints procedure on our website: www.kpl.co.uk/complaints. Making a complaint will not affect how we handle your case.

If we are unable to resolve the complaint with you then you can have the complaint independently looked at by the Legal Ombudsman. Before accepting a complaint for investigation the Legal Ombudsman will check that you have tried to resolve your complaint with us first. If you have, then you must take your complaint to the Legal Ombudsman within the following time limits:

- No more than one year from the date of the act or omission being complained about; or
- No more than one year from the date when you should have realised that there was cause for complaint;

And

- Within six months of receiving a final response to your complaint.

If you would like more information about the Legal Ombudsman please contact them:

Contact details: Legal Ombudsman PO Box 6167 Slough SL1 0EH

Visit www.legalombudsman.org.uk

Call 0300 555 0333 between 9am to 5pm.

Email enquiries@legalombudsman.org.uk

7.2 Alternative complaints / dispute resolution bodies do also exist (such as Ombudsman Services, ProMediate and Small Claims Mediation) which are competent to deal with complaints about legal services if there is agreement to use such a scheme. If KP Law agrees to use such a scheme, it will inform the Claimant when notifying of its final response to the complaint.

7.3 Please note that the Legal Ombudsman is there to deal with concerns about the level of service which a client has received. Where there are more serious concerns that a solicitor or solicitor's firm have been involved in professional misconduct then reports can also be made to the SRA, the regulator of solicitors and solicitor firms. This could be for quite unusual and serious acts of misconduct such as dishonesty, taking or losing money or treating a client unfairly because of age, a disability or other characteristic. KP Law does not anticipate any such problems arising and would ask that a Claimant notify the matter supervisor straight away of any such concerns.

7.4 KP Law is required to maintain professional indemnity insurance up to a certain limit in order to protect clients (subject to the terms of the policy) in the unlikely event of a mistake being made in a case. If a Claimant feels that there has been a mistake in their case and that they have or will suffer loss or damage as a result, they must inform KP Law straight away. Contact details and details of the territorial coverage for KP Law's professional indemnity insurers are available upon request from the individual handling the case.

7.5 It is a condition of our professional indemnity insurance that we notify our insurer and broker of any circumstances which may give rise to a claim against us. In doing so, we may disclose documents and information to our insurer, broker and insurance advisers on a confidential basis. Our insurers and brokers are contractually obliged to keep all information we pass to them strictly confidential.

7.6 Working with a solicitor may also provide protection to a client in certain circumstances if a solicitor fails to pay money owed to the client or is dishonest resulting in a loss to the client. KP Law does not anticipate any such problems arising but further information about the SRA Compensation Fund can be found on the SRA website: www.sra.org.uk/consumers/consumers.page

7.7 KP Law wishes to support and promote equality and diversity. If it would assist a Claimant for its services to be delivered in a different way, they should contact KP Law directly.

8. **DISPUTE RESOLUTION**

8.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter, existence, negotiation, validity, termination, or enforceability (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales. The parties agree to exclusively submit any such dispute to expert determination.

8.2 The parties shall agree on the appointment of an expert to determine any dispute. In the absence of such agreement or the expiry of 30 days since the dispute arose, the parties shall ask the Chairman of the Bar Council to appoint an expert and agree with the expert the terms

of his appointment subject to the provisions of this clause. The expert shall be a King's Counsel who specialises in commercial disputes.

8.3 In so far as the dispute relates to damages the expert may appoint a chartered accountant to advise and assist. All matters under this clause and the expert's decision shall be in the English language. The expert shall prepare and serve on the parties, within a maximum of 3 months of his appointment, a written decision briefly setting out his reasoning. The parties are entitled to make submissions to the expert and will provide (or procure that others provide) the expert with such assistance and documents as the expert reasonably requires for the purpose of reaching a decision.

8.4 Subject to the above, the expert may in his reasonable discretion determine such other procedures to assist with the conduct of the determination as he considers just or appropriate and determine the timescales which shall apply to such procedures. The expert's written decision shall be final and binding on the parties in the absence of fraud or manifest error. Each party shall bear its own costs and the expert's fees and any expenses he properly incurs shall be borne by the parties equally or in such other proportions as the expert shall direct. All matters concerning the process and decision reached shall be kept confidential.

9. **SEVERABILITY**

9.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

10. **GOVERNING LAW AND ARBITRATION**

10.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

10.2 Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which rules are deemed to be incorporated by reference into this clause. There shall be a sole arbitrator to be selected by the LCIA Court. The seat, or legal place, of the arbitration shall be London, England. The language to be used in the arbitral proceedings shall be English.

Upon signature by both parties, this Agreement will become effective.

Signed on behalf of KP Law Limited	<i>Tom Longstaff</i>
Name:	Tom Longstaff PARTNER
Date:	

Signed by:	
On behalf of:	
Date:	

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