

Dear Client,

Re: Diesel Emissions Claims

Thank you for confirming that you would like Law Room Solicitors to act on your behalf in connection with your claim for compensation. Alongside this Client Care Letter you will have a Conditional Fee Agreement (CFA) also known as a No Win No Fee Agreement, a Letter of Authority and a Witness Statement. Once you have read and understood all of the documents and you are happy to go ahead, please accept the terms.

Next steps required

Finally, we will require some identification from you which can be forwarded separately at your convenience (please note we accept picture I.D which can be sent via email or Whatsapp/text message to our offices if easier for you. You will be provided with the details of where to send this to in due course.

Who is dealing with your case

Your instructions are being looked after by Victoria Kerr. This named person will be responsible for carrying out most of the work in your case. However, you can also contact Michael Regan who will be familiar with your file. In the event that Victoria Kerr will no longer carry out the majority of work on your file, you will be given the name of a substitute who will be dealing with our case.

Contacting Law Room

Should you require information from Law Room regarding the progress of your case we ask that you contact us via telephone on 0161 793 6565 or by email to michaelregan@lawroom.co.uk

Initial action

We will write to your opponent setting out the details of your claim. Your opponent should then respond within 21 days of receipt of our letter. Due to the nature of this unprecedented claim and the Group Litigation Claim, we will progress your claim against the defendant without the need for litigation, but where necessary we will utilise the county court system.

How long your claim will take

We would estimate that the timescale will be approximately 12 months due to the size and complexity of the Group action potentially taking place. We will forward correspondence to the Defendant to settle the claim before the GLO claim is instigated in the hope that the Defendant will immediately move to settle all claims lodged. We will write to you further once we receive court directions and timetables ordered by the court where applicable.

Keeping informed

We will provide you with regular updates on the progress of your matter as and when required. We equally require you to keep us informed as to any change in your circumstances or to provide us with relevant information we may request from you in order to enable us to progress your matter. Due to the size of the claim we will be updating clients monthly via a generic e-mail.

Your compensation

If your claim is successful, you will receive your compensation minus our fees limited to 40% plus VAT which includes any relevant ATE policy taken out on your behalf. This is set out in the enclosed CFA/no win no fee agreement.

Storage of File

We will keep our file of papers (except for any of your papers which you ask to be returned to you) for no more than 6 years and on the understanding that we will have your authority to destroy the file 6 years after sending you our final bill. We will not destroy documents you ask us to deposit in safe custody.

We do not normally make a charge for retrieving stored papers in response to continuing or new instructions to act for you.

Authorisation

Please note that the Solicitors Regulation Authority is the independent regulatory body of the Law Society and the Legal Complaints Service is the independent complaints handling body of the Law Society.

Complaint Handling

If you have any problem with the service we have provided for you, then please let us know. We will try to resolve any problem quickly and operate an internal complaints handling system to help us to resolve the problem between ourselves. If for any reason we are unable to resolve the problem between us, then we are regulated by the Solicitor's Regulation Authority which also provides a complaint and redress scheme via the Legal Complaints Service.

Yours sincerely

Kind regards

The Diesel Gate Team
Law Room Solicitors Limited

LAW ROOM SOLICITORS – Conditional Fee Agreement

This agreement is a binding legal contract between you and your solicitors. Before you sign, please read everything carefully. This agreement must be read in conjunction with the Schedules and the Law Society Conditions.

Between

We, LAW ROOM SOLICITORS LTD, the solicitors

and

You, the client

What is covered by this agreement?

1. Your claim for damages against your Diesel Vehicle Manufacturer relating to Defeat Devices

Any application for pre-action or non-party disclosure.

Any appeal by your opponent.

Any appeal you make against an interim order or an assessment of costs.

Any proceedings you take to enforce a judgment, order or agreement.

Negotiations about and/or a court assessment of the costs of this claim.

What is not covered by this agreement

Any counterclaim against you.

Any appeal you make against the final judgment or order.

Paying us if you win

If you win your claim, the defendant may be required to pay our basic charges if your claim comes under the multi track costs regime and not the small claims track. If this is the case we should recover our basic charges which are charged at an hourly rate of £255 plus VAT per hour from the defendant. Please note our success fee which is payable by you on our basic charges is 100% of basic charges but we limit this to 40% plus VAT of any monies recovered.

You will only ever be required to pay us 40% plus VAT of the total amount of damages which we recover successfully on your behalf. By way of example, if we recover £3,000, you will only be required to contribute £1200 plus VAT to us for our legal services in recovering damages on your behalf, whether or not the claim is settled under the small claims or multi track regime.

What do I pay if I lose?

If you lose, you do not pay anything.

The Agreed Fee

The fee you pay only on successful completion of your claim is 40% plus VAT which includes any fee for insurance required to progress the claim.

Ending this agreement

You have a right to cancel this agreement and if you do so within the 14-day time limit, you will pay nothing. Otherwise if you end this agreement before you win or lose, you pay our basic charges and expenses and disbursements. We may end this agreement before you win or lose, with the consequences set out in the Law Society Conditions.

Insurance

It is a requirement of this agreement for Clients to disclose any legal expenses insurance provision that they hold at the outset of the claim. This is to ensure that Clients will not be required to meet any costs or disbursements as the claim progresses. In the event that no current insurance policy is in place, we will ensure that relevant provision is put in place to protect your interests and we utilise and ATE company (IGNITE INSURANCE). This will ensure that any costs associated with disbursements are met in the event of an unsuccessful claim. If you win the claim this will be deducted from the settlement monies. As discussed, the policy is necessary to ensure that if the case was lost, the insurer would pay the disbursements we incur on your behalf such as court issue fees or otherwise. This fee is paid from the 40% plus VAT.

Identification

We are required to ensure that we hold identification documentation for you. This is to ensure compliance with the Solicitors Code of Conduct and the relevant Money Laundering Regulations. We will require a copy of an identity document, such as a Passport or Driving Licence, and a document that confirms your place of residence, such as a utility bill. Please note the provision of the V5 document will count as one form of I.D.

Other points

Definitions of words used in this CFA/Damages Based Agreement are explained in the Law Society Conditions.

The parties acknowledge and agree that this agreement is not a Contentious Business Agreement within the terms of the Solicitors Act 1974.

Signatures

I confirm that I have received the required information in regards to: -

- I. Client care provisions
- II. The No Win No Fee Agreement.
- III. The relevant CFA Terms and Conditions,
- IV. The Cancellation Notice
- V. Legal Expenses Insurance

I confirm that I understand this documentation and that I am both happy to continue on the basis outlined.

Signed by the client:

Print Name

Dated:

Signed by the Solicitor:

WITNESS STATEMENT

1. I can confirm that I am the legal owner of the vehicle which I am instructing Law Room Solicitors to pursue compensation in relation to.
2. I have provided or will provide within the next 14 days, the Vehicle identification number to my solicitors.
3. I can confirm that had I known my vehicle was fitted with the defeat devices by the vehicle manufacturer which are now public knowledge due to the “Diesel Gate Scandal”, I would not have purchased the vehicle.
4. Had I known at the time of purchasing the vehicle that it was not compliant with the relevant emissions legislation, I would not have purchased the vehicle.
5. Had I known at the time of purchasing the vehicle that there were much higher levels of Nitrus Oxide emissions being emitted, I would not have purchased the vehicle for safety and environmental reasons.
6. Had I known that the vehicle manufacturer had fitted the vehicle with devices designed to cheat performance and emissions testing, I would not have purchased the vehicle.

7. I was unaware at the time of purchase that the defeat devices had been fitted to my vehicle which would require me to have them removed at some point and had I been made aware of this fact, I would not have purchased the vehicle.
8. I believe the resale value of the vehicle has been adversely affected by the emissions scandal.
9. I understand that a Group Litigation Order is being sought in the High Court by other firms of Solicitors which will allow any claim brought to be added to the Group claim, and that Law Room Solicitors will seek to add my claim to the Group claim.
10. I understand that once my claim is part of the Group action I will not be able to accept any form of settlement which the manufacturer may subsequently seek to offer outside of the Group claim and I will be bound by the terms of the Group settlement if a settlement can be reached.
11. I understand that there will be a number of claimants in the Group claim and that I will receive a proportion of the eventual agreed settlement on the same basis as the other claimants.
12. I understand that due to the risks of this litigation an insurance policy will be required to be taken out and the terms have been explained to me. Although some household policies may cover Group Litigation Claims, due to the size of the overall claim, the decision has been made by my representatives not to deal with individual household policies and that I am happy to utilise the ATE policy arranged through my solicitor.
13. I understand the terms of the No win No fee agreement explained to me and that my solicitors will deduct the sum of 40% plus VAT from any monies recovered on my

behalf at the end of the claim. I am happy to sign the letter of authority allowing payment to be made directly to my solicitors at the end of the case.

14. I can confirm I am the owner of the vehicle and have full authority to make the claim.

I have not instructed any other company apart from Law Room Solicitors to pursue this claim.

15. I believe the facts stated in this witness statement are true to the best of my knowledge and I am willing to attend court to confirm the facts of this witness statement if required to do so.

Signed.....

Dated this day.....

Law Room Solicitors
489-493 Bolton Road
Swinton
Manchester M27 8QT

DIESELGATE LITIGATION AUTHORITY

I confirm that I have read and understood the documents titled Law Room Solicitors CFA, Witness Statement and Case Summary. I agree to the terms and conditions of Law Room Solicitors processing my claim against the defendant. I can confirm that I have sought independent legal advice OR I do not wish to take independent legal advice in agreeing to the terms and conditions and documentation provided. I further confirm;

1. I authorise Law Room Solicitors to check my identity electronically.
2. I agree to comply with my duty to provide any information as requested relevant to the claim and to co-operate with any requests made by solicitor in pursuing this claim on my behalf.
3. I agree that Law Room Solicitors may instruct third parties to provide further documentation on my behalf which may be subject to the Data Protection Act 1998.
4. I authorise Law Room Solicitors to sign any relevant statement of truth based upon my instructions in pursuing my claim. This extends to the particulars of claim form.
5. I agree to the arrangement for after the event insurance as discussed and explained to me, which Law Room Solicitors will arrange on my behalf as and when required.
6. I irrevocably appoint Michael Regan of Law Room Solicitors to execute and approve any insurance policies or terms of business on my behalf. Furthermore I agree to bestow full authority upon them to discontinue proceedings in my name should they see fit, enter into settlement negotiations and arrange full settlement on my behalf and to progress my claim in any way they see fit within their own regulations accorded by virtue of the Solicitors Act 1974.
7. I agree that upon successful conclusion of my claim, Law Room Solicitors are authorised to accept payment on my behalf directly before making any deductions and forwarding my final settlement to me as per the terms of the CFA Agreement.
8. I understand I may cancel this agreement in writing within 14 days without reason by providing e mail confirmation to ianbowden@lawroom.co.uk.

Signed

Dated