Our Ref: { MERGEFIELD MATTER_FEE_EARNER_ID }/{ MERGEFIELD
                client_no }/{ MERGEFIELD matter_no }

Your Ref:

{ SET LETTER{ DATE \@ "d MMMM yyyy" } }{ref LETTER \@ "d MMMM yyyy" \ *
MERGEFORMAT }

{ IF { MERGEFIELD TK_PICLIENTINFO_tkCLIENTMINOR } = "Yes" "{ MERGEFIELD
TK_PICLIENTINFO_TK_LITFRNDTITLE } { MERGEFIELD
TK_PICLIENTINFO_TK_LITFRNDFORE } { MERGEFIELD
TK_PICLIENTINFO_TK_LITFRNDSURN }
{ MERGEFIELD TK_PICLIENTINFO_TK_LITFRNDADDR }" "{ MERGEFIELD
LINKNAME_TITLE_1 } { MERGEFIELD LINKNAME_INITIALS_1 } { MERGEFIELD
LINKNAME_SURNAME_1 }
{ MERGEFIELD CALCULATION_ADDRESS }" }

Dear { IF { MERGEFIELD TK_PICLIENTINFO_tkCLIENTMINOR } = "Yes" "{ MERGEFIELD
TK_PICLIENTINFO_TK_LITFRNDTITLE } { MERGEFIELD
TK_PICLIENTINFO_TK_LITFRNDSURN }" "{ IF { MERGEFIELD
TK_PICLIENTINFO_tk_SALUTATION } = "" "{ MERGEFIELD LINKNAME_TITLE_1 } {
MERGEFIELD LINKNAME_SURNAME_1 }" "{ MERGEFIELD
TK_PICLIENTINFO_tk_SALUTATION }" }" }

Re: { MERGEFIELD MATTER_MATTER_DESCRIPTION }

I refer to our recent advice and now write to recap generally and offer my advice in the light of
all the information now obtained.

[I have also been able to obtain the opinion of Counsel, your Barrister, on the case.]

I will deal, as I did initially, with both liability and quantum before moving on to summarise the
current status and the action I now think is appropriate.

1. Liability

{ IF { MERGEFIELD TK_PIDEF1DETAIL_tkDEF1LIABADM } = "Liability Admitted" "The
Defendant has admitted liability, so this should not be in dispute. Whilst, strictly, the Defendant
could still defend the claim, I consider that the evidence obtained suggests that the liability of
the Defendant will be established in any event." "{ IF { MERGEFIELD
"TK_PIDEF2DETAIL_tkDEF2LIABADM" } = "Liability Admitted" "The Defendant has admitted
liability, so this should not be in dispute. Whilst, strictly, the Defendant could still defend the
claim, I consider that the evidence obtained suggests that the liability of the Defendant will be
established in any event." "{ IF { MERGEFIELD "TK_PIDEF3DETAIL_tkDEF3LIABADM" } =
"Liability Admitted" "The Defendant has admitted liability, so this should not be in dispute.

Whilst, strictly, the Defendant could still defend the claim, I consider that the evidence obtained suggests that the liability of the Defendant will be established in any event.
" "*** [The Defendant has not admitted liability. However, on the information now available, my advice is that I would hope to establish that the Defendant is liable. It is, however, right to point out that the case on liability may still have to be reassessed once further information relating to the Defendant's stance is available.]

Or

**** [The Defendant has not admitted liability. On the information now available, my advice is that you may succeed in showing the Defendant is liable but, equally, the Defendant may be able to defend the claim successfully. Much depends upon how a court would, ultimately, view the evidence. Nevertheless, and given the importance of the claim, it does seem appropriate to proceed, although it is right to warn you of the potential difficulties.]

Or

*** [The Defendant has not admitted liability. I have, as you know, encountered some difficulty in completing enquiries that would help me to advise on whether the Defendant will be liable.

As, on the information available, I consider that the Defendant may be liable, and given the importance of the claim to you, I think it is appropriate to proceed. Once proceedings are under way, court orders should allow us to complete investigations, at which stage I will be able to advise further on liability.

It is, however, right to point out that the case on liability may have to be reassessed once we have been able to obtain all the information we need.]" **}**" **}**" **}**

2. Quantum

{ IF **{** MERGEFIELD TK_PIVALUE_TKNETVLCLAIM **}** <> "" "My advice on quantum, as set out in earlier correspondence, is that the potential value of the claim is in the region of £**{** MERGEFIELD "TK_PIVALUE_TKNETVLCLAIM" **}**" "As some information on quantum is still awaited, I am not yet able to give you a firm view on the value of the claim, although I will do so when I can." **}**

*** [I should remind you that any valuation of the claim is subject to allowances for the risks of litigation and arguments that the Defendant can advance on how the level of compensation should be assessed.]

3. Current status

The claim has not been resolved as **{** IF **{** MERGEFIELD TK_PIDEF1DETAIL_tkDEF1LIABADM **}** = "Liability Admitted" "*** [whilst progress has been made on liability, the Defendant has not put forward an acceptable offer of settlement]/ *** [although the case is not yet capable of final settlement, I think it is reasonable for there to be some interim provision, but no suitable proposals for this have been put forward by the Defendant.]" "**{** IF **{** MERGEFIELD "TK_PIDEF2DETAIL_tkDEF2LIABADM" **}** = "Liability Admitted" "*** [whilst progress has been made on liability, the Defendant has not put forward an acceptable offer of settlement]/*** [although the case is not yet capable of final settlement, I think it is reasonable for there to be some interim provision, but no suitable proposals for this have been put forward by the

Defendant.]" "{ IF { MERGEFIELD "TK_PIDEF3DETAIL_tkDEF3LIABADM" } = "Liability Admitted" "*** [whilst progress has been made on liability, the Defendant has not put forward an acceptable offer of settlement]/*** [although the case is not yet capable of final settlement, I think it is reasonable for there to be some interim provision, but no suitable proposals for this have been put forward by the Defendant.]" " the Defendant has maintained a denial of liability and not put forward any offers." }" }" }

4. My advice

Accordingly, given the merits of the case and the potential level of compensation, my advice is that *** [, unless a satisfactory settlement can now be achieved,] it is appropriate to pursue the claim by court action against the Defendant.

Unless I hear from you to the contrary, I shall assume that you are prepared to commence court proceedings against the Defendant at this stage if necessary.

*** [I should like, however, to make a final effort at negotiation before court proceedings are commenced. So, whilst I will, with your approval, move on to prepare the court papers I will also, again subject to your instructions, pursue some further negotiations and will be writing, in the near future, to explain what form I think these should take.]

5. Costs
{ IF { MERGEFIELD TK_PICLIENTINFO_tkTYPEFUNDING } = "CFA" "
It is right to advise you on the usual rules relating to costs, following issue of proceedings, although those rules are modified under the terms of the conditional fee agreement you have entered. Accordingly:

- the issue of proceedings does not affect the conditional fee agreement we have already made in respect of your own costs;

- once court proceedings have been issued, you have, potentially, a liability for the Defendant's own legal costs. However, you should only have any responsibility for the costs of the Defendant if your claim were to fail or if you were to drop the claim after the issue of court proceedings. If any such liability arises then this would be met under the terms of the insurance policy you took out at the time of entering the conditional fee agreement;

- if the claim succeeds, the Defendant will have to pay the costs of the claim although this would mean the Defendant only having to pay most, and probably not all, of the costs." "
It is right to advise you on the usual rules relating to costs, following issue of proceedings. Accordingly:

- once court proceedings have been issued, you have, potentially, a liability for the Defendant's own legal costs. However, you should only have any responsibility for the costs of the Defendant if your claim were to fail or if you were to drop the claim after the issue of court proceedings;

- if the claim succeeds, the Defendant will have to pay the costs of the claim although this would mean the Defendant only having to pay most, and probably not all, of the costs." }

I hope that the summary in this letter brings you fully up to date and usefully confirms the action I now think appropriate.

I am now going to work further on the case and will write to outline the further steps I shall be taking as soon as I can.

Yours sincerely

{ MERGEFIELD CALCULATION_FEE_EARNER_DESCRIPTION }
{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME*UPPER }