Goldman Finch Limited
Legal Aid Agency Data Breach Claim
Your Agreement — Plain English Guide

We know legal documents can feel daunting. This guide explains your agreement with us in plain English. Please read it alongside your full set of documents: the CFA, the WYNTK and the Supplementary Terms of Business (which together form your retainer with us), and the Claimant Group Management Agreement (which you enter into with the other claimants, and which governs how the group is run and how shared costs are split between claimants).

How you came to us.

You came to us through a company called Data Breach Redress. They are not solicitors. They advertise claims like yours and run the sign-up process. After you were passed to us, they continue to support us as our agent by collecting some information from you on our behalf, in accordance with our instructions to them.

We pay them a fee of £125 in total for your referral, as confirmed in our Supplementary Terms of Business. We pay it ourselves, out of our own money. It does not cost you anything — it is not taken out of your compensation, and it is not added to anything you or the other side has to pay.

The fee makes no difference to your claim. The company does not decide whether your claim is a good one, does not get a share of your compensation, and does not tell us what to do. We work for you, and only for you. You can get advice from someone else, or go to a different solicitor, at any time.

What is a Conditional Fee Agreement?

A Conditional Fee Agreement (sometimes called a "no win, no fee" arrangement) means that you do not pay our legal fees if your claim is unsuccessful. You only pay us if we win.

In practice this means:

- If you win: we will seek recovery of our fees from your opponent, and any unrecovered fees are deducted from the compensation recovered. The total deducted from your damages (including our unrecovered basic charges, the unrecoverable success fee, and any unrecovered disbursements (excluding the cost of insurance, third party funding and counsel's success fee – if applicable)) will never exceed 35% of the damages you receive — provided you keep to the terms of the agreement.
- If you lose: you pay nothing to us for our legal fees. You may still be liable for certain out-of-pocket expenses (disbursements) if they are not covered by insurance.

Your Key Protection: The 35% Deduction Cap

But the total can be more than 35%. The 35% cap does not cover everything. If insurance (ATE) or third-party funding is used, or if your barrister charges a success fee, those costs are taken from your damages on top of the 35% cap — but they all count towards an overall ceiling of 50% of your damages. In other words, the total taken from your damages — the items within the 35% cap, plus any ATE insurance, third-party funding and any barrister's success fee — can be as much as 50%, but no more (unless the court orders otherwise or the claimants agree).

How You Agree to These Terms

You do not need to sign anything. You can agree to your retainer with us in any of the following ways:

- Agreeing to the terms through an online/digital sign up process
- In writing — for example by email or letter confirming your instructions.
- Verbally — by telling us clearly that you wish to proceed on the basis of the terms we have sent you.
- By conduct — if you continue to give us instructions (for example by responding to correspondence, providing information, or asking us to take steps on your claim), we will treat that as your acceptance of the agreement. Your continuing instructions are taken as your agreement that you will be bound by and will fulfil your part of the agreement.

What We Charge

Our hourly rate

Our standard rate is £350 per hour (plus VAT). Time is recorded in 6-minute units.

Success fee

If we win, we charge a success fee equal to 100% of our basic time costs (including the incurred common costs). This cannot be recovered from the defendant — it comes out of your damages, subject to the 35% cap.

Recovering costs from the other side

Where your claim succeeds, we will seek to recover our basic costs from the Ministry of Justice (or any other defendant found liable). Court-assessed recovery rates are typically lower than our contracted rate. Any shortfall is covered by the 35% cap.

What Your Claim Covers

Your claim is for compensation arising from the Legal Aid Agency data breach that occurred in April 2025 and became publicly known in May 2025. Your agreement covers:

- Distress, anxiety, upset, and inconvenience.
- Loss of control of your personal data.
- Financial loss caused by the breach.

Personal Injury — Important Notice
This agreement does NOT cover any personal injury claim. If you believe you have suffered a diagnosable physical or psychiatric injury as a result of the data breach, you may have a separate personal injury claim. That claim must usually be issued within 3 years of the date you knew (or should have known) of the injury — in most cases likely commenced around May 2025 — or it may be lost. Please seek independent advice promptly if this applies to you.

Your Claim is Part of a Group

You are joining a group of claimants pursuing the same data breach. This has advantages — shared expertise, lower costs per person, and greater weight in negotiations. It also means some costs are shared across the group.

Common costs — what they are

Some work we do benefits everyone in the group (for example: generic expert evidence, lead case preparation, and any group litigation management). The costs of this shared work are called common costs.

How common costs are shared

- Common costs are divided equally among all claimants who obtain a recovery.
- The more claimants who join, the smaller your individual share.
- We will seek to recover common costs from your opponent.
- Common costs are **not** part of the 35% cap. They are dealt with separately: we limit what you pay towards common costs to the amount we recover from your opponent. If there is a shortfall, you do not normally make it up — it is covered by an indemnity between the claimants in the group.
- **One qualification and one exception:**
- The qualification: We charge a success fee on the common costs which cannot be recovered from your opponent and will be deducted from your damages as described above.
- The exception: If your claim is (or would be) allocated to the Small Claims Track, costs are not usually recoverable from the opponent in that track, and you may then have to pay your share of

common costs yourself. For the avoidance of doubt, we do not expect a group claim to be allocated to the Small Claims Track.

- In the ordinary course, if your claim does not succeed you pay nothing towards common costs — again, subject to the Small Claims Track point above.

Illustrative Common Costs Per Person

If total common costs are £50,000 and 1,000 claimants each recover: — Your share = £50 If total common costs are £50,000 and 100 claimants recover: — Your share = £500 The share shown above is your share of the common costs themselves, which we limit to what we recover from your opponent — so in the ordinary case it costs you nothing out of pocket. If your claim succeeds, a success fee of up to 100% of that share (up to about £50 or £500 in these examples) is also payable on the common costs and is deducted from your damages, within the 35% cap. These figures are illustrative. Actual amounts depend on group size and litigation costs. They are also simplified: they assume every claimant is part of the group for the whole of the case. In practice, claims may conclude at different times, and your share is worked out quarter by quarter for the period you are part of the group, so your actual share may differ. Section 7 of the Claimant Group Management Agreement explains how this works.

Other Important Things the Group Agreement Covers

- **Sharing information within the group.** To run the group case effectively, we may need to share factual information from your file with the Claimant Committee and, in some circumstances, other claimants — for example, to compare common issues across the group. This information remains protected by legal privilege and is not shared outside the group without your consent or a court order. You can ask for your identity to be kept anonymous in relation to particular information.
- **Settlement decisions are made for the group as a whole.** Where a Committee is in place, decisions to accept a group settlement are made collectively: you do not have an individual veto over a group settlement, and the Committee — advised by us and by Counsel — decides how any settlement is divided among claimants, rather than through an individual assessment of your own claim. Where no Committee is in place, these decisions remain a matter for us to discuss with you individually.
- **Committee members are protected, at the group's expense.** Committee members give their time voluntarily and are indemnified by the Claimant Group against reasonable costs or losses properly incurred in carrying out that role.

Full details of all three points are in the Claimant Group Management Agreement.

Your Obligations

The 35% cap only applies if you keep to the terms of the agreement. You will be in breach (and the cap will no longer apply) if you:

- Fail to co-operate with us or follow our advice.
- Miss appointments, expert examinations, or court hearings we ask you to attend.
- Give us false, exaggerated, or misleading information.
- Transfer your instructions to another firm without our prior written consent.
- Reject a settlement we advise you to accept without good reason.
- Fail to keep your contact details up to date.

How your claim came to us, and the company we pay

You came to us through a company called Data Breach Redress. They are not solicitors. They advertise claims like yours and run the sign-up process. After you were passed to us, they continue to support us as our agent by collecting some information from you on our behalf, in accordance with our instructions to them.

We pay a fee to them, as confirmed in our Supplementary Terms of Business. We pay it ourselves, out of our own money. It does not cost you anything — it is not taken out of your compensation, and it is not added to anything you or the other side has to pay.

The fee makes no difference to your claim. The company does not decide whether your claim is a good one, does not get a share of your compensation, and does not tell us what to do. We work for you, and only for you. You can get advice from someone else, or go to a different solicitor, at any time.

Your Right to Cancel

You have a 14-day cooling-off period from the date of your agreement. During this time, you can cancel without any charge. To cancel, contact us by email, post, or telephone.

Please note that we are not obliged to undertake any work within the cancellation period. If you ask us to start work during the cancellation period you will lose your right to cancel without charge: you may still cancel, but you will be liable for the work we have done up to the date you cancel.

After the cooling-off period you may end the agreement at any time by telling us in writing. If you do so without our agreement, you will be in breach of the agreement and will lose the protection of the 35% cap: our charges to that point will then be payable in full at our hourly rate.

What Happens if You Win

If you win, your compensation will be distributed as follows:

- The defendant pays damages to us on your behalf.
- We recover our basic costs from the defendant (potentially less than our full rate — any shortfall is covered by the 35% cap).
- The success fee and any remaining costs shortfall are deducted from your damages — capped at 35% in total.
- The balance is paid to you.

*Your share of the group's common costs is dealt with separately from this 35% cap: we limit what you pay towards the common costs themselves to what we recover from your opponent. There is, however, one qualification and one exception, both explained under "**Your Claim is Part of a Group**" above: if your claim succeeds, a success fee is payable on the common costs and is deducted from your damages within the cap; and in the Small Claims Track situation you may have to pay your share of the common costs themselves.*

What Happens if You Lose

If your claim is unsuccessful, you will not be liable for our basic legal fees. You may still be responsible for certain disbursements (out-of-pocket expenses) not covered by insurance. We will advise you about insurance cover separately.

Complaints and Oversight

If you are unhappy with our service:

- You are entitled to make a complaint in accordance with our complaints procedure.
- If your complaint is unresolved within 8 weeks, you may refer the matter to the Legal Ombudsman (0300 555 0333 / www.legalombudsman.org.uk).
- For concerns about our professional conduct, you may contact the Solicitors Regulation Authority at www.sra.org.uk.

Contact Us

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Monday to Friday, 09:00 to 17:00

Your handler's email address is shown in the top left-hand corner of all correspondence from us.