

INFORMATION FOR CLIENTS OF KING LAW (Steven King Law Professional Corporation)

GENERAL OFFICE POLICIES

Retainer

Like most lawyers, we require you to provide us with an amount of monies on engaging our services, or a retainer. The money goes into our trust account. Then we take funds out for immediate payment of disbursements made on your behalf. When we submit final accounts to you, we pay these immediately from the retainer. We expect you to send us funds for the full amount of the account so that any remaining balance is satisfied and the retainer is restored to its original amount.

Naturally, if the retainer exceeds our fees and disbursements, then the balance will be returned to you when we close your file.

Fees

We must be concerned about the cost to you of our legal services. Generally, we calculate our fees based on the amount of time we have spent working on your file. While it is difficult to gauge the exact amount of legal fees you may incur as a result of your matter, you may request that we provide you with our best estimate with respect to time and costs. Again, this is nothing more than a rough estimation, as there may be a number of reasons why actual fees may be higher than an estimate. As an example, you may request or need more meetings or explanations than typically or initially anticipated; information to be provided is not available when needed, or is inaccurate or incomplete; there is a change in the law; something out of the ordinary is encountered; or another party may be difficult or uncooperative. While we will try to advise you if and as this happens, it is not always possible to do so, particularly when something urgent or time-sensitive comes up and we are required to meet with a deadline.

Therefore, any estimates we may provide to you are not binding on our office as set out in our Retainer Agreement and you may, from time to time, as the matter progresses, request revision.

All of the time spent on your file is recorded in units representing one-tenth of an hour (6 minutes). That includes time spent on telephone calls with you or anyone else, drafting and proofreading, receiving and considering non-routine letters, e-mail correspondence and, of course, preparation, negotiation and attendances and travel to and from court, *etc.*

We submit final accounts to keep matters current. These accounts are calculated on a straight multiple of our hours multiplied by our hourly rates, plus disbursements. Such final accounts are presently delivered to you via e-mail. We will be sending your invoice to you using the e-mail address we have been provided, unless you provide us with an alternate e-mail address. Should your e-mail address change at any time during the course of your file, you are responsible for advising us immediately of this change. All Statements of Account sent to you by e-mail are deemed to have been received by you the same day.

While one lawyer in the office will be responsible for your matter, this lawyer may from time to time seek assistance from other members of the office as they deem necessary. This could include, but may not necessarily be limited to other lawyers, law clerks and students-at-law. As is discussed above, the time spent by these individuals will be multiplied by their hourly rate in order to arrive at the amount that you will see on your statement of account. For information regarding the hourly rates of the members of our office, please review the Retainer Agreement.

In terms of setting the hourly rate of the members of the office, this is typically established based upon the level of experience of the person performing work on your file. Rates may be varied without notice; however, we do welcome our clients to speak with us regarding any questions, comments or concerns that may arise with respect to the hourly rates of our lawyers and staff.

Disbursements

Disbursements are amounts that you are required to pay to others. It is our policy to require our clients to pay these disbursements as they are incurred. Disbursements typically include (but are not limited to) such items as filing fees, software fees, actual travel costs including travel to and from court, computerized legal research, long distance telephone charges, messenger, courier and express delivery charges, printing and reproduction costs, transcript costs, witness fees, electronic transmission costs, agents' fees and charges for outside consultants or experts.

In the event that we recommend that you retain an expert in your matter, we expect that you will arrange for a retainer for services and pay the expert directly. Such experts (*where necessary*) include accountants, appraisers, doctors, tax experts, private investigators and so on. The use of experts will always be discussed with you prior to their employment so that you can decide whether it will be financially feasible for you.

Disbursements for such things as appointments and transcripts of examinations for discovery or cross-examinations can, in themselves, amount to hundreds or thousands of dollars.

Unpaid Accounts

Our accounts are payable when submitted. In the event that your matter has gone from an out of court negotiation to a matter proceeding to court for resolution, we will advise you in advance. We will also try to advise you in advance of any important work up in your matter and advise you of the need of a further retainer to cover anticipated fees and disbursements (*i.e.*, in advance of a four-way meeting, case conference, motion, trial, *etc.*).

In the event that your account is not paid in full and/or your retainer amount remains outstanding, you may be advised by the office that your matter is on hold with no further work being completed in your matter until the issue of your account and/or retainer amount are paid in full.

Interest is charged on unpaid accounts at the current rate authorized by statute (this can be anywhere from 3% to 8% or higher). All accounts that are rendered by our office are intended to be, and are in fact, final accounts for the period to which they refer.

If you have any issues with your account, we invite and encourage you to contact Steven King, to answer any questions, and work with you to resolve any issues with your account. If you are not satisfied with the resolution of any issue that you have with our account, then you have your rights as set out in the Retainer Agreement, which you have executed concurrently with this Memorandum.

Any cheques received by our office, which are returned by the bank due to insufficient funds, are subject to a levy in the amount of \$75 as an administrative charge.

Receipt of Settlement Funds

Our office may receive monies on your behalf, such as settlement proceeds. In the event that there is an outstanding account owing to Steven King Law Professional Corporation, all final accounts for fees and disbursements shall be paid out of the proceeds from any type of settlement proceeds owing to you. It is very important that you understand this, as your Retainer Agreement constitutes a full and final direction permitting us to obtain payment for unpaid accounts in this manner.

If the funds are in the form of a certified cheque, bank draft or money order, it is the office's policy to hold the funds for 10 business days or to be in receipt of written confirmation that the funds have cleared our bank account.

Confidentiality

All information you provide to us is strictly confidential. None of this information is revealed outside the office except in those cases when we reveal it to the court during the course of your litigation, to the other side's lawyer during negotiations or any experts that have been retained on your behalf.

E-mail is the primary medium by which we will be communicating with you. The e-mails we send to you will contain privileged information regarding your case. We therefore strongly urge you to password protect the e-mail account you use to communicate with our office and to change that password often. If you are receiving e-mails from us on your cellphone (or other Personal Digital Assistant ("PDA")), we urge you to password protect the device to ensure that your spouse cannot access privileged communications. It is your responsibility to ensure your own protection in this regard. You should also change your security questions relating to your e-mail as your spouse may know the answers. The other option is to create a new e-mail and advise us of same.

Cost Consequences - Human Rights Tribunal of Ontario

Unlike our court system, which is driven by a loser pays principle, human rights claims do not attract cost consequences. The theory is that people should not be discouraged from bringing meritorious claims and enforcing their human rights by a fear of being ordered to pay significantly legal costs. This is based upon a desire to encourage access to justice.

Prior to discussing costs, it is important for clients to understand that court proceedings are expensive and uncertain and, in spite of the efforts that the office makes on your behalf, there is no guarantee of the outcome, or the time and steps that it will take to reach that outcome. If your matter does proceed to litigation, there may be cost consequences that the court awards, either against you or in your favour.

Costs Consequences – Civil Court

Costs are an important aspect of any legal proceeding. Costs are an amount which the court requires the unsuccessful party to pay to the successful party to defray or cover a portion of the recipient's legal expenses.

The scale of costs is also affected by formal Offers to Settle. I want to point out that although an application may be commenced, settlement is always possible at any time. Most cases are settled before trial, although it is impossible to assess the possibility of a settlement in this case.

Even when settlement is possible, it often occurs just before trial. To encourage settlement, the Rules of Civil Procedure, R.R.O 1990, Reg. 194, provide that, subject to a discretion of the presiding judge, a party who makes an offer is, unless the court orders otherwise, entitled to partial indemnity costs to the date the offer was served and substantial indemnity costs thereafter if the following conditions are met:

The Plaintiff serves an offer in writing at least seven days before the commencement of a hearing which is not withdrawn or does not expire before the commencement of the hearing and is not accepted by the defendant, and the plaintiff obtains a judgment at trial at least as favourable as the terms of the offer. If the offer relates to a motion, it is made at least 1 day before the motion date.

The End of Your Retainer with Our Office

If, for any reason, there is a breakdown in the solicitor and client relationship, we may withdraw from acting your behalf. Also, there are some circumstances or situations in which we may be required to cease to represent you. Such circumstances include, but are not limited to: conflicts of interest with another client, non-payment of legal fees and expenses, failure to disclose material facts or actions contrary to our advice. If we withdraw as your counsel you will be asked to execute consent to this effect if an application to the court is required. This is mandatory in order to advise the judge that you are no longer represented by counsel.

Steven King Law Professional Corporation will promptly notify you of withdrawal and, if required, assist you in transitioning your matter to another lawyer of your choosing.

If at any time you no longer wish for us to represent you, please advise us of this intention in writing at the earliest possible time. A consent will need to be executed if your matter is before the court. In the event that you wish to terminate our services, fees earned and expenses incurred up to the time of withdrawal are deemed fully earned.

When your file closes with our office, whether at your matter's end or due to the circumstances mentioned above, the contents of your file are electronically stored. (*i.e.*, court orders, separation agreements, marriage contracts, divorce orders, financial documents, *etc.*) We wish to remind you that we are a paperless office and we do not maintain a hard copy of your entire file.

Other Important Matters

In practically all cases, you have a duty and obligation under the *Code* and common law to “**mitigate**” your losses. This means that you must actively try to limit or lower the size of your financial loss resulting from the wrongful dismissal, discrimination and/or harassment. For example, if you are fired from your job, you have the duty to look for another job at a similar wage level within a reasonable geographic region. It is very important that you carry out a reasonable job search and keep records of that. If you are not well enough to work, please contact me so I can review your medical documentation. If you can only find something similar that is further afield and you would be forced to move within the conservative end of the range we’ve discussed for reasonable notice period, please note that you may be able to claim moving expenses. You should get legal advice from me before you interview or turn down a job offer, but also before you apply to jobs that are vastly different, or before you start your own business or return to school. Failure to do so could jeopardize your lost wage claim, if you are advancing one.

In the circumstances wherein you have been recently terminated, constructively dismissed or ill you should **immediately** file for Employment Insurance online even if you will not collect it for some time and even if you do not have a Record of Employment yet. You should check the applicable service Canada websites but you normally have no more than 30 days to apply, even if you are receiving a salary continuance. Failure to do so may endanger your entitlement to Employment Insurance at a later date.

As a courtesy I would advise you that you have **two years** from the date of notice of your termination or other wrongdoing to issue a Statement of Claim formally with the courts but at this time we may continue to try to resolve this matter without resort to more lengthy

or costly litigation. If you are pursuing a human rights claim on its own, or there are no other claims besides the human rights claim, then you generally have only **one year** from the date of the wrongdoing to file an application with the applicable human rights tribunal.

Finally, I want to confirm that you indicated that we could communicate with you by email and that your email system is secure, and you will be the only one who will be corresponding with us using the email address. Please be careful not to be cavalier about forward privileged emails I send to you since that may be deemed to waive the privilege in some cases. I want to remind you that legal cases can be complicated, sometimes long and/or frustrating, highly unique, as well as sensitive to changing information, strategies and changes in the law. While I will make the best efforts to communicate in a timely fashion, please keep in mind your matter may take time to progress and that we may not be able to respond immediately given the vast amount of cases we have to handle.

Contact information

It is incumbent on you to immediately notify us in writing of any changes to your contact information, including, but not limited to, phone numbers, mailing address and e-mail address(es). Please note that as e-mail is our primary source of communication with you, you must immediately notify us if you become aware that your e-mail is not functional.

Income Tax Liability and Entitlement Disclaimer

Be advised that Steven King Law Professional Corporation does not warrant the accuracy of advice given regarding any issues that affect your income tax liability or entitlement, Steven King Law Professional Corporation encourages you to seek independent tax advice from an accountant or other tax specialist for further information as you deem fit.

If you have received Employment Insurance benefits while awaiting settlement or judgment for your matter, you may be required to pay back some of the income you received. The reason for this is because had your employer provided you with an

appropriate termination package from the date of your dismissal, you would not have been eligible to receive Employment Insurance benefits until payments ceased.

Paperless Policy

In an effort to be more environmentally conscious, Steven King Law Professional Corporation has become a paperless office. As such, we will only be retaining hard copies of certain documents. If you provide us with any original documentation, you have the option of requesting the original paperwork back, or having us shred them on your behalf.