

RETAINER AGREEMENT

(Effective January 1, 2017)

AREAS OF PRACTICE

1. The lawyers in our firm practice in the areas of family law, business law, wills and estate planning, civil litigation, and real estate. However, not all lawyers practice all areas of law. Therefore, the services of other lawyers in our firm are available by way of assistance to the lawyer you have retained. Although you have selected one lawyer to have responsibility for the conduct of any negotiations or legal proceedings on your behalf, your lawyer may assign work on your file to other members of the firm, including the other lawyers, law clerks and support staff. This will enable us to handle your case more quickly, efficiently, and in some instances, more economically.

FEES

2. Fees relate to charges for appointments, telephone calls, document preparation, correspondence, court appearances, legal research, and other matters requiring a lawyer's or a legal assistant's time.

3. Our fees are based on the following elements:

- a. The time spent on your behalf and the service that is performed;
- b. The complexity of the issues and your potential emotional and monetary exposure;
- c. The results accomplished and the extent to which the expertise of this firm contributed to a successful outcome;
- d. The degree and type of resistance encountered from other parties; and,
- e. The extent to which any work needs to be performed on an urgent basis or outside normal business hours.

4. None of these elements is capable of a precise arithmetic assessment and no such assessment is attempted, except in a general way with respect to the time spent. A standard hourly rate, as set out below, is applied to convert the time spent on your file into a monetary figure. Any amount that exceeds the number of hours multiplied by the standard rates is the result of the weighing of the other elements mentioned.

5. Standard hourly rates are charged by us for the time spent on your file and for the work performed by the lawyers and law clerks. Time-keeping records are

kept by us for all activity on your file, including conferences, telephone calls, voicemail, e-mail, preparing correspondence and memoranda, drafting documents, research, and travel time. Each hour billed to you is based on actual work done on your particular case. Time will be billed at not less than 0.2 hours for any activity on your file.

6. Our absence from the office on your behalf is charged at our usual hourly rates. You will be charged for our travel time and our attendances at court, settlement conferences and meetings. We will minimize travel expenses and courthouse time, if possible. However, since you will be charged for our travel time, it may be worthwhile for you to consider whether a Cambridge lawyer is desirable for you if your litigation is taking place in another community.

7. Our current hourly rates are as follows:

Lawyer Lukasz (Luke) Szymura	\$220.00
Lawyer Matthew T. Kelly	\$220.00
Lawyer Jennifer Bolduc	\$200.00
Law Clerks	\$110.00

8. If you are a client who has retained one of our lawyers pursuant to a Legal Aid Certificate, all practices set out in this information package apply to you as well. One distinction to note, however, is that your lawyer's hourly rate is prescribed by Legal Aid Ontario and our accounts are submitted directly to Legal Aid for payment on your behalf. You should be aware that there are limits to the amount of time which we are entitled to bill Legal Aid pursuant to your Legal Aid Certificate. These time limits are prescribed by Legal Aid and additional time allotments are often not granted if that maximum threshold is reached by your lawyer. If the maximum is reached and a further time allotment cannot be obtained from Legal Aid, your lawyer will have to withdraw from representation. Therefore, it is in your best interests to minimize the lawyer's time spent working on your file and billed to Legal Aid. We urge you to use your lawyer's time wisely and to be prepared and organized, as set out in this Retainer Agreement.

We have sometimes increased our hourly rates to meet rising costs and to reflect our increased expertise. This Retainer Agreement is subject to our right to make such adjustments, if need be. Unless you are advised

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otherwise, our fees will be increased annually by no more than 10%.

EXPERTS

9. It is increasingly necessary for us to consult outside experts to assist in the presentation and preparation of your case. Common examples of this are health care professionals (*i.e.* social workers or psychologists) or financial professionals (*i.e.* accountants, business valuers or actuaries for pension valuations).

10. At times, accountants assist us in obtaining and processing financial information required to prepare and present claims for support and for property. The introduction of the Child Support Guidelines in 1997 has resulted in an increase in our use of accountants to determine a support payor's income, particularly where the payor is self-employed.

11. We reserve the right to obtain outside assistance for you at prevailing rates if, in our judgment, that becomes necessary or desirable. Generally, our clients deal with and make payment arrangements directly with the expert. This direct contact has the benefit of avoiding duplication and reducing costs.

DISBURSEMENTS

12. You will be responsible for reimbursing us for disbursements that we incur on your behalf and office charges allocated to your file. Disbursements are out-of-pocket expenses, including couriers, photocopying, mileage, court filing fees, search charges, and the fees of accountants and other outside experts. Disbursements are listed separately on our accounts and are charged to you at cost, in addition to our fees.

RETAINER

13. The retainer is an amount paid to our firm, which will be placed in our trust account and will serve as a source of payment for all or part of our account(s) for legal services and disbursements when rendered. You are expected to provide and replenish the retainer when requested from time to time. This will ensure that we continue to have enough money in our trust account to cover legal services we have performed or will perform. Until you provide us with the retainer or replenish it when requested, we will not work on your file. Our firm does not pay interest on money held in trust, nor does our firm retain any interest paid on money held in trust. All interest earned by the trust account is remitted to the Law Society of Upper Canada in accordance with the Law Society Act.

14. You are responsible for paying the fees and disbursements which exceed the initial or replacement retainer. Any unused portion of the retainer will be returned to you upon completion or termination of our services.

15. The amount of the retainer should not be viewed as a flat fee or an estimate of the cost of the services that we will perform for you. At the initial stage, before the

issues are clarified and before we know the degree of resistance to be encountered, we cannot predict the amount of work to be done, nor the time needed to complete it.

16. If we are to commence negotiations on your behalf, our usual retainer is \$1,500.00. If we are to commence litigation on your behalf, our usual retainer is \$2,000.00 to \$10,000.00, depending on the urgency and complexity of your matter. If litigation has already been commenced, our retainer may be more, particularly if there is much work to be done or if the matter is urgent. As your file progresses, it may be necessary for us to request an increase in our retainer due to an increase in the amount of time your file requires or the services required.

17. We accept payment of retainers by cash, money order, debit card, credit card (Visa and MasterCard), and personal or certified cheque. Should you choose to pay your retainer by personal cheque, there will be a delay in the commencement of work on your file as we await confirmation from our financial institution that your cheque has cleared. To avoid this delay, you may pay your retainer by one of the other payment methods listed.

COST OF LEGAL SERVICES

18. Clients often want to know how much our legal services will cost them. It is not possible to accurately estimate in advance the costs of litigating family, civil or criminal matters. All legal proceedings are subject to many possible variables which affect the cost and are unknown to us and outside our control. Such variables include the response from and tactics used by the other party, the number of issues involved, the amount of time required to resolve the issues, new issues which may arise, the complexity of the case, the availability of supporting documents and other evidence, the evidence submitted by the other party, and whether the case may be settled without going to court. The legal issues involved in your case may evolve during the time that we are acting on your behalf. New issues may arise or existing issues may become more complex. We see it as our duty to resolve the outstanding issues as quickly and as economically as possible, consistent with protecting your interests.

19. If you have concerns about our inability to provide you with an estimate, please let us know now so that there is no future confusion.

ACCOUNTS

20. We prepare interim accounts for fees and disbursements on a regular basis and typically send them after the completion of certain steps (*i.e.* after pleadings have been exchanged, after pre-trial conferences, case conferences, settlement conferences, etc.). If we attend court on your behalf, you may receive interim accounts from us at the conclusion of each court appearance. We want you to

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have a good understanding of what the case is costing you at all times. For most people, the cost of their case will be an important factor which will influence the decision they make about the next step to take, or the response or proposal to make to the other party. In our experience, it should be.

21. We send accounts by regular mail unless we are specifically asked and authorized to send accounts by e-mail.

22. We accept payment of fees and disbursements by cash, money order, debit card, credit card (Visa and MasterCard), and personal or certified cheque. You may use any of these methods to settle your outstanding accounts with us, or to provide or replace the retainer.

23. Should you provide us with a cheque for payment of an account that is returned by the bank due to insufficient funds, we will charge your account an additional \$15.00 for each NSF cheque.

INTEREST

24. The accounts are payable upon receipt. If the account is not paid within 30 days, interest will be charged on the outstanding balance at the rate permitted by the *Solicitors Act* from the date of the account until paid.

PROGRESS OF YOUR CASE

25. We will keep you informed of all developments in your file. We will forward to you copies of all relevant correspondence between lawyers, pleadings, and any other court documents and reports. Please keep the documents that we send you and maintain them in an organized fashion. If you do not hear from us, it is because we do not have anything new to report to you.

TERMINATION OF LEGAL SERVICES

26. At any time, you have the right to terminate our services to you by giving us written notice to stop all work on your behalf and by paying any balance owing. If our firm's name appears on court documents as your representative, the court and other parties must be notified in writing of the change in representation. You will be required to sign a document advising the court and the other parties involved that we are no longer acting on your behalf.

27. Subject to our obligation to you to maintain proper standards of professional conduct, we reserve the right to terminate our services to you for good reasons, which include, but are not limited to, the following:

- a. we cannot get instructions from you;

- b. you fail to cooperate with us in any reasonable request;
- c. you lose confidence in our ability or advice;
- d. a conflict of interest arises;
- e. we cannot accept your instructions for ethical reasons;
- f. you mislead us in a material matter or you lie to us;
- g. you mistreat, in any way, a member of our team;
- h. the retainer has not been provided or replenished;
- i. the hours granted by Legal Aid Ontario have been used up and no additional time allotments have been granted;
- j. our accounts remain unpaid for 30 days and no mutually agreeable arrangements have been made for payment.

28. If you terminate our services or we withdraw, we will assist in the transfer of your file to another lawyer, if appropriate, provided that you have paid any balance owing on our account.

29. If it is necessary for us to take legal steps to end our representation of you or to collect our accounts, you will be charged for the time involved.

CONFLICT AND FAMILY LAW

30. It is important for you to understand that the legal fees in a family law case are directly related to the level of conflict in your case and the manner in which that conflict is resolved. The level of conflict in your case will have a direct correlation to the level of conflict between you and your former partner. We will assist you in resolving that conflict, not in making it worse. However, if your case has a very high level of conflict, you must have realistic expectations because we cannot control the behavior of your former partner or the lawyer representing him or her.

CLOSING YOUR FILE

31. Upon your matter being completed, all original documents in our possession will be returned to you or made available for pick-up upon payment of our final account. Generally, documents that are not picked up by our clients are shredded after the file is closed. We will not store your original documents for you after the completion of your matter. However, we reserve the right to store electronic copies of your documents indefinitely.

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RETAINER AGREEMENT

I, ***, acknowledge having read this Retainer Agreement. I agree with it in its entirety and request that WOYNARSKI SZYMURA KELLY LLP represent me on the basis described in the Retainer Agreement.

I agree to pay all accounts rendered for the fees of any lawyer or assistant of WOYNARSKI SZYMURA KELLY LLP relating to their representation of me in the matter of ***.

I also agree to pay for any disbursements and HST incurred by WOYNARSKI SZYMURA KELLY LLP in connection with my file. I acknowledge having read paragraph 12 of this Retainer Agreement which, lists common disbursements.

I agree to providing a retainer of \$*** for the commencement of work on my behalf. I acknowledge that if the retainer is paid by personal cheque, no work on the file will be commenced by the firm until confirmation of the cheque clearing the bank is obtained by the firm, which may take up to 10 business days.

I also agree to provide retainers as requested. I understand that failure to pay all accounts in a timely fashion and the failure to pay additional retainers when requested by the firm will permit the firm to cease all work on my file until the account or the requested retainer has been paid in full.

I acknowledge and authorize WOYNARSKI SZYMURA KELLY LLP to view and retain indefinitely electronic copies of two valid forms of identification, which may include my birth certificate, my social insurance card, my driver's license, my credit card, and my current passport.

I understand that I have the right to terminate this retainer whenever I choose, but that on termination I will pay the final account before requiring my file to be delivered to me or to any new lawyer I choose. I also understand that the firm may stop acting for me at any time and may bill me for work up to the date of termination and require payment of its account prior to delivering my file to me or to any new lawyer I choose.

DATED at Cambridge, this _____ day of ***, 2017.

Signature of witness
(please print name below)