

# Giesbrecht, Griffin, Funk & Irvine LLP

Barristers, Solicitors, Notaries Public

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23 October 2014

**PRIVILEGED AND CONFIDENTIAL**

Radu Hociung  
226 Willowdale Avenue  
Waterloo, Ontario  
N2J 3M1

Dear Mr. Radu:

Re: Information For New Clients For Legal Services and Letter Agreement

## SCOPE OF THE RETAINER

I confirm your instructions that you wish to retain me and my firm to assist you in processing your litigation file. I will be pleased to represent you on the basis set out below:

- (a) *To correspond with the Canadian Border Services Agency (CBSA), or any other relevant governmental bodies, for the purposes of having legal tender seized by the CBSA returned to you.*
- (b) *If instructed by you, commence further action through the appropriate administrative tribunals and/or courts.*

## OUR COMMITMENT TO YOU

To enable us to handle your case as effectively and quickly as possible, we may engage the services of other lawyers and support staff from our firm. I will provide professional legal services as are reasonably requested and/or required to represent you in these matters. We will also take reasonable steps to inform you of significant developments and to respond to your inquiries and communications. You understand that even though you may request or we may provide a legal opinion about an aspect of this matter, we do not and cannot guarantee any opinion, particular result or outcome. You acknowledge that we have made no promises about an outcome and that any opinion offered by us will not constitute a guarantee.

## YOUR RESPONSIBILITY

It is your responsibility to provide us with complete and accurate information, to be co-operative in all respects, to keep us informed of significant developments that may affect our representation of you (including any change of address or telephone numbers), to make yourself reasonably available for consultation and appearances and to pay our accounts in a timely manner.

## FEES

Our fees are based on the following elements:

- (a) The time spent on your behalf, and the service which is performed;
- (b) The complexities of the issues;
- (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; and,
- (e) The extent to which any work needs to be performed on an emergency basis.

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 time 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.

Standard hourly rates are charged by us for the work done by the lawyers and our law clerks, and for the time spent on your case. Records are kept by us to the nearest one tenth of an hour, for all activity on your case, including conferences, telephone calls, voice mail, 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.

Our absence from the office on your behalf is charged at the usual hourly rate. Travel time includes attending at Court, settlement conferences, meetings or consultations on your behalf. We will minimise travel expenses and Courthouse time, if any, wherever we are able.

These are our present rates. My rate is presently \$175.00 per hour:

Partner	\$ 285.00 to \$550.00 per hour
Associate	\$ 175.00 to \$210.00 per hour
Articling Student	\$ 120.00 per hour
Law Student	\$ 85.00 per hour
Law Clerk	\$ 85.00 per hour

Where the lawyers at our office consult on your file (in person or electronically), you may be billed for the time of the lawyers involved. Consultation between lawyers takes place to decide work assignments on larger matters, to delegate tasks, to determine strategy and to consult on legal issues. This

consultation is an important part of the progress of your case, and in many ways, is the work we do for you.

In the past we have sometimes increased our hourly rates and our counsel fees to meet rising costs and to reflect our increased expertise. This retainer is subject to our right to make similar adjustments if circumstances should change again.

## **DISBURSEMENTS**

Disbursements are out-of-pocket expenses covering such items as couriers, printing and photocopying (\$0.25 per page), long distance telephone calls, facsimile transmissions (\$1.00 per page to send and receive), postage, Court filing fees, parking (at Courthouse or at other meetings), a paralegal or process server (to make filings at the Courthouse or serve documents) and transcripts of examinations, and could include fees for accountants and other outside experts (if we incur those fees). These items are shown separately on our accounts, and are charged to you at cost, in addition to the fee.

Our firm uses an on-line service for legal research. This means that it is no longer always necessary to physically go to a law library to do legal research in most of the cases which require it. As a result, the availability of these online services has reduced costs for our clients. Not all of our cases need legal research. The disbursement cost of legal research done online is charged to you as a disbursement, in addition to the lawyer's hourly fee for time spent.

## **EXPERTS**

It is increasingly necessary for us to consult outside experts to assist in the presentation and preparation of your case. The two most obvious examples of this are health care professionals (for example, a social worker, psychologist or psychiatrist), or financial professionals (for example, an accountant, a business valuator, or an actuary for pension valuations).

It is to be understood that we are permitted to obtain this assistance for you, at prevailing rates, at our discretion. Generally, our clients deal directly with the expert, and make payment arrangements with the expert personally. This direct contact also has the benefit of avoiding duplication of effort, and reducing cost.

## **CASH RETAINER**

The cash retainer is an amount paid to our firm in trust, for deposit to your credit, on the understanding that it will be used to satisfy our accounts for legal services, and disbursements, at the time accounts are delivered. The cash retainer is a source of payment for your accounts. You are expected to provide and replace the cash retainer when requested, as it is spent, so that we continue to have enough money in trust to cover the work we have done, and the next step which needs to be done. Until you provide us with a cash retainer, or replace it when it is exhausted, we will reserve the right to not work on your file.



You are responsible for fees and disbursements not covered by the initial or replacement cash retainer. Of course, any unused portion of the cash retainer will be refunded to you at the end of our work for you.

The cash retainer is not a flat fee or an estimate of the cost of your work. The amount of the cash retainer is merely a deposit, and should not be taken as an estimate of the cost of the completion of the work in your particular case. At this point, before the issues are clarified, and before we know the degree of resistance to be offered, we cannot predict the amount of work to be done, nor the time needed to complete it. Before we begin any work on your matter, our standard cash retainer of \$500.00 is required.

## **COST OF LEGAL SERVICES**

Clients usually want to know "what will this all cost?" This is a reasonable question. However, it is often not possible to accurately estimate costs in advance in litigation cases. Many important factors which influence the cost are unknown to us, and even outside our control, including the reaction and tactics of the other side, how many different issues there will be in your case, how much time it will take to resolve all the issues, how complicated the case is, new issues which may come up, and whether we can settle this case without going to Court. We see it as our job to close your file as quickly and economically as possible, consistent with protecting your interests.

If you have concerns about our inability to provide a definitive estimate for you, please advise us now, so that there is no future confusion with respect to this issue.

## **COSTS**

"Costs" refers to each party's legal fees and disbursements in a court dispute. When a matter goes to court, the successful party is usually award "costs", to be paid by the unsuccessful party, at the conclusion of the matter. Unless otherwise ordered by a judge, you are entitled to receive and costs contribution or award on a partial indemnity or substantial indemnity scale, if you are successful in a court hearing. This amount is intended to reimburse the successful party for *part* of their legal fees and is subject to the discretion of the court. In the event that you are not successful in a court hearing, you will be personally responsible for paying any costs contribution or award to the Defendants, on a partial indemnity or substantial indemnity scale.

## **ACCOUNTS**

We prepare interim accounts on a regular basis for fees and disbursements. If your case is very active, particularly if we are in Court for you, you may get accounts more frequently. This is, in part, an effort to ensure that you have a good understanding of what the case is costing you at all times. For most people the cost of the case will be an influencing factor in decision-making about the next step to take, and the kind of response to make to the other side and in our experience, it should be. The amount of the fees on the interim accounts is usually based on time spent, but where appropriate, could include an additional charge based on the other elements referred to above.

We accept payment of fees, or the provision or replacement of the retainer, by Visa, Mastercard and debit, but reserve the right to require payment of all disbursements, as well as HST, by only debit or cheque.

## **INTEREST**

The accounts are due to be paid when they are sent. If the account is not paid within 30 days, interest will be charged on the outstanding balance at the rate permitted in the Solicitors Act (and shown on the account, from the date of the account until the date of payment).

You agree that Giesbrecht, Griffin, Funk & Irvine LLP shall have a first lien on any settlement or judgment obtained in this matter for all fees and disbursements. You agree and direct that all funds claimed by Giesbrecht, Griffin, Funk & Irvine LLP for legal fees, costs, applicable taxes and assessable disbursements shall be paid to Giesbrecht, Griffin, Funk & Irvine LLP in trust from any judgment or settlement money. Further, you agree and direct that all settlement or judgment funds shall be payable to Giesbrecht, Griffin, Funk & Irvine LLP in trust.

## **ENDING OUR WORK FOR YOU**

At any time, you may terminate our retainer by giving us written notice to stop all work on your behalf, and paying any balance owing to us. If the law firm is shown on Court documents as your lawyers, then it is not as simple as just telling us to stop all your work on your behalf. The Court records must be formally changed, in writing. Usually we can file a document which you sign, telling the Court and the opposite party that we are no longer your lawyers.

Subject, always, to our obligation to ensure proper standards of professional conduct, we can also end the solicitor-client relationship. If this should happen, we will do so in writing, and we will assist in the transfer of your file, if appropriate.

You should be aware of some of the circumstances that may cause us to end the retainer:

- (a) we cannot get meaningful instructions from you;
- (b) you have lost confidence in our ability or advice;
- (c) a conflict of interest arises;
- (d) we cannot accept your instructions for ethical reasons;
- (e) you mislead us in a material matter or you lie to us;
- (f) the retainer has not been provided or replaced; or
- (g) our accounts remain unpaid for 30 days, and no mutually agreeable arrangements have been made.

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

Unless our engagement has been previously terminated, our representation of you will cease upon your receipt of our final account for services rendered. If, upon termination or completion of this engagement, you wish to have any documentation returned to you, please advise us. Otherwise, any documentation

that you have provided to us and the work product completed for you will be dealt with in accordance with our records retention policies and practices. If you have any concerns about what we retain in our records or dispose of, please alert us to your concern. Absent written agreement with you to the contrary, we are free to retain or destroy the records we possess with respect to this engagement as we determine to be appropriate.

The fact that we may subsequently send you information on legal developments without charge or that we may include you in general mailings will not change the fact that our work for you has ended.

## PRIVACY

As lawyers we are bound by solicitor-client privilege and have a professional obligation to hold in strict confidence all information concerning the business and affairs of our clients acquired in the course of the professional relationship. In the course of providing you with legal advice and representation, we receive significant personal information which is used to provide legal advice and services, administer client data bases, protect against fraud and error and communicating with you generally. As a client of our firm, you should know that all information that we receive from you is held in confidence, and is not released to people outside the firm, except as agreed by you, or as required under applicable law. In most cases we will obtain your written consent, but in some circumstances we may accept oral consent such as may be given in a telephone conversation. Sometimes consent may be implied through your conduct with us.

This letter represents our retainer agreement, which is effective on the date of your signature. No other agreement, statement or promise made on or before the date of this agreement will be binding on the parties unless set forth in writing expressly amending this letter agreement.

Please confirm the terms of our retainer by signing and returning one copy of this letter as soon as possible.

Yours very truly,

**GIESBRECHT, GRIFFIN, FUNK & IRVINE LLP**

Per:



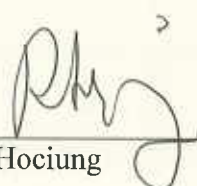
Martin F. Malistiedt

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I have read, understand and accept the terms of this letter.

Dated: 23 October 2014

Signature:

  
 Radu Hociung

