

Unifor Legal Services Plan

CO-OPERATING LAWYER AGREEMENT

I, _____, a lawyer eligible to practice law in the Province of _____, (hereinafter called "the Co-operating Lawyer") and the UNIFOR LEGAL SERVICES PLAN, (hereinafter called "the Plan") agree as follows:

1. The Co-operating Lawyer is a member in good standing of the Law Society or such other body responsible for governing the legal profession in the Province in which the Co-operating Lawyer practice law.
2. The Co-operating Lawyer shall at all times comply with the laws governing the practice of law in the Province in which he or she practices and shall notify the Plan forthwith if his or her right or privilege to practice law is suspended, revoked or expired.
3. The Co-operating Lawyer shall at all times maintain errors and omissions or malpractice insurance satisfactory to the Plan.
4. The Co-operating Lawyer shall not promote or publicize his or her status as a Co-operating Lawyer.
5. The Plan shall place the name of the Co-operating Lawyer on such panel or panels, in accordance with geographical location, for the areas of practice indicated in Appendix "A", and shall make referrals from those panels.
6. The Plan provides Prepaid and Referral Benefits to Participants. Prepaid Benefits are those legal services for which the Plan reimburses the Participant, in accordance with the Fee Schedule (Appendix "B") set by the Plan. In order to reduce the financial burden of Participants, the Plan reimburses Participants who use Co-operating Lawyers by sending the reimbursement monies directly to the Co-operating Lawyer.
7. Referral Benefits are those legal services for which the Participant directly pays the fee of the Co-operating Lawyer, in accordance with the Fee Schedule set by the Plan. The Plan bears no responsibility for payment of Referral Benefit Legal Services.
8. In some cases a legal matter will involve both Prepaid and Referral Benefits, in which case the Co-operating Lawyer will receive monies from the Plan and the Participant, respectively, in accordance with the Fee Schedule set by the Plan.

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9. The Plan does not reimburse Participants for any sales or other taxes related to lawyer fees. In particular, the Plan does not reimburse Participants for Goods and Services Taxes charged by lawyers for Prepaid Benefits, unless specifically indicated in the Fee Schedule set by the Plan.
10. The Co-operating Lawyer shall provide Prepaid and Referral Benefit legal services to any Plan Participant who wishes to retain the Co-operating Lawyer, and whom the Co-operating Lawyer agrees to represent, in accordance with the Fee Schedule set by the Plan. The Fee Schedule may be revised by the Plan from time to time, but any such revisions are prospective only and do not apply to legal services already commenced. The Plan will notify the Co-operating Lawyer of any such revisions.
11. The Plan will not be responsible for payment of any Prepaid Benefit legal services provided by the Co-operating Lawyer unless a case number has been assigned. A separate case number is assigned for each separate legal matter and case numbers are not assigned until the eligibility of a Participant has been confirmed by the Plan.
12. For Referral Benefit legal services, the Co-operating Lawyer must execute a written fee agreement or retainer with the Participant prior to rendering such services and must provide the Participant with a copy. Both a Plan case number and the fact that the Co-operating Lawyer agrees to charge the Participant in accordance with the Fee Schedule set by the Plan, must be clearly indicated on the face of the fee agreement or retainer, which shall be in accordance with Appendix "C".
13.
 - (a) Any dispute between a Participant and a Co-operating Lawyer, arising out of a matter referred to a Co-operating Lawyer by the Plan, may be the subject of a written complaint made by the Participant to the Plan Director, who shall either resolve the dispute to the mutual satisfaction of both parties or render a written decision and furnish a copy to the Participant and the Co-operating Lawyer. Either party may appeal the Director's decision to the Administrative Committee of the Plan, whose decision shall be final and binding on both the Participant and the Co-operating Lawyer.
 - (b) The procedure in subsection (a) deals with the private contractual arrangement between the Co-operating Lawyer and the Plan. It is separate and apart from any lawful proceedings pursuant to the jurisdiction of the Law Society or such other governing body of the legal profession in the relevant province.

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14. The Co-operating Lawyer shall seek an award of costs or lawyer fees in all cases where it is appropriate to do so, whether by way of court order, out of court settlement or otherwise. It is agreed that the Co-operating Lawyer's fee shall include any costs or lawyer fees awarded and recovered in excess of the Plan fee schedule, provided that any recovery of costs or lawyer fees will be applied in the following order, namely,
 - (a) in accordance with the specific directions contained in the court order, or if no specific directions then
 - (b) toward the obligation of the Participant to the Co-operating Lawyer for fees (including, subject to subsection (d) below, costs awarded and recovered), disbursements and any sales or other taxes related thereto,
 - (c) toward the obligation of the Plan to the Co-operating Lawyer for fees, disbursements and sales or other taxes related thereto,
 - (d) to the Co-operating Lawyer, if actual costs recovered is greater than the combined total of the amounts set out in (a), (b) and (c) above.

15. The Co-operating Lawyer shall submit a signed Lawyer Activity and Summary Billing Report to the Plan along with his or her account, for each separate legal service rendered. For Referral Benefit legal services the original account shall be sent to the Participant and a copy shall be sent to the Plan.

16. The Co-operating Lawyer shall not delegate the obligations and duties of this Agreement nor may the Co-operating Lawyer delegate representation of the Participant to whom legal services have been agreed to be provided, without the written consent of the Participant.

17.
 - (a) The Plan shall not interfere with or control the performance of the duties of the Co-operating Lawyer, nor is the Plan liable for any damages caused by any act or omission of the Co-operating Lawyer. The Co-operating Lawyer is an independent contractor and not an employee or agent of the Plan and has no power to bind the Plan, contractually or otherwise.

 - (b) The Co-operating Lawyer shall indemnify and save harmless the Plan, its trustees, agents, contractors, employees, servants or licensees from all losses, liabilities, damages, costs, claims, demands and actions of any kind or nature whatsoever which the Plan may become liable for or suffer by reason of any act or omission of, or negligence by the Co-operating Lawyer, or any breach, violation or non-performance by the Co-operating Lawyer of any covenant, term or provision of this Agreement.

18. Participants may be asked by the Plan to complete a client satisfaction questionnaire.

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- 19. The Co-operating Lawyer shall not give any gift or gratuity to any employee of the plan or any fiduciary of the Plan.
- 20. Nothing in this Agreement shall be construed so as to limit or restrict the Co-operating Lawyer in his or her other professional activities or representation.
- 21. This Agreement may be terminated by either party, without cause, upon written notice to the other party. However, any legal services already in progress shall continue, with the Participant's consent, in the same manner as though this Agreement continued in effect.
- 22. Appendix "A" (Co-operating Lawyer Information) and Appendix "B" (Fee Schedule) and Appendix "C" (Fee Agreement) form part of this Agreement and are incorporated herein.

DATED at _____ this ___ day of _____ 20__.

UNIFOR LEGAL SERVICES PLAN

Per: _____

Stephen Ginsberg
Executive Director

Co-operating Lawyer (Signature)

(Print Name)

Address

CO-OPERATING LAWYER INFORMATION

Name: _____

Name of Firm: _____

Number of Lawyers in Firm: _____

E-Mail Address: _____ Fax Number: () _____

Mailing Address: (Principal Office) _____

Postal Code: _____ Telephone: () _____

Mailing Address: (Secondary Office) _____

Postal Code: _____ Telephone: () _____

Law School from which Degree Received: _____

Date of Call to Bar: _____

Number of Years in Private Practice: _____

Amount of Errors & Omissions or Malpractice Insurance Coverage: _____

Customary Hourly Fee: _____

1. Have you ever been the subject of a **complaint** made to the governing body for lawyers/notaries in the jurisdiction in which you are (or have been) licensed to practice? Yes No
If yes, please provide details by separate covering letter.

2. Have you ever been **disciplined** by the governing body for lawyers/notaries in the jurisdiction in which you are (or have been) licensed to practice? Yes No
If yes, please provide details by separate covering letter.

3. Have you ever been sued for **professional negligence** or has there ever been a claim made against your professional negligence (errors and omissions) insurance policy? Yes No
If yes, please provide details by separate covering letter.

Signature:

Date:

AREAS OF PRACTICE:

Checked box indicates agreement to be a Co-operating Lawyer for that area of practice.

Wills and Estates

- Wills & Powers of Attorney
- Estate Administration
- Estate Litigation

Real Estate

- Real Estate Transactions
- Real Estate Litigation

Tenants' Rights

- Leases
- Litigation

Family (Including contested litigation)

- Guardianship/Committeeship
- Adoption
- Change of Name
- All Other Uncontested and Contested Family Law Matters
- Child Protection

Civil Litigation

- Personal Injury
- Property Damage
- Libel and Slander
- Professional Malpractice
- Wrongful Dismissal
- Appeals

Criminal and Motor Vehicle

- Criminal
- Motor Vehicle Violations
- Appeals

Consumer/Debtor

- Collection Actions
- Consumer Transactions
- Bankruptcy
- No-fault Insurance Claims
- Other Insurance Disputes
- Appeals

Administrative Law

- Veterans' Benefits
- Social Assistance
- Unemployment Insurance
- Workers' Compensation
- Citizenship/Immigration/Deportation
- Income Tax Assessment Appeals
- Property Tax Assessment Appeals
- CPP/QPP Claims (Including Disability Claims)

GEOGRAPHICAL AREA SERVED:

CLOSEST URBAN CENTRE:

LANGUAGES SPOKEN FLUENTLY:

Signature:

Date:

A. APPLICATION OF FEE SCHEDULE

This fee schedule establishes the amounts chargeable to the Plan or the Participant (Client) for legal services provided by Co-operating Lawyers. The Plan provides Prepaid and Referral Benefits to Participants. Prepaid Benefits are those legal services for which the Plan reimburses the Participant by sending reimbursement monies directly to the Co-operating Lawyer. Referral Benefits are those legal services for which the Participant directly pays the fee of the Co-Operating Lawyer. In some cases a legal matter will involve both Prepaid and Referral Benefits, in which case the Co-operating Lawyer will receive monies from the Plan and the Participant, respectively.

The Fee Schedule, which consists of nine specific schedules and a schedule of miscellaneous notes, indicates whether the Co-operating Lawyer will receive monies from the Plan or the Participant (Client). Except where specifically indicated, sales or other taxes related to lawyer fees are charges to Participants; not to the Plan.

B. SCHEDULED PREPAID BENEFIT AMOUNTS ARE MAXIMUM (NOT FLAT) FEES

Unless otherwise indicated, services rendered for Prepaid Benefits are reimbursed by the Plan on an hourly basis. It is anticipated that many services will take less time than the maximum hours set out in the Fee Schedule. When warranted the Plan will allow fees in excess of the maximum. A written request to exceed the maximum must be sent to the Plan as soon as the need for additional fees is apparent.

C. WRITTEN FEE AGREEMENT

As provided in the Co-operating Lawyer Agreement, the Participant (Client) is to receive a written fee agreement from the Co-operating Lawyer prior to the rendering of legal services.

D. RETAINERS AND DISBURSEMENTS

Disbursements are not considered fees.

Where the Participant is responsible for disbursements or fees, the Co-operating Lawyer may request an appropriate retainer from the Participant. Unearned retainers must be returned to the Participant.

E. AWARD OF COSTS OR LAWYER FEES

In matters where it is appropriate, the Co-operating Lawyer will seek costs. Any recovery of costs will be credited toward the respective obligation of the Plan and/or the Participant to the Co-operating Lawyer. For costs recovered in excess of the Fee Schedule, see Schedule X - Miscellaneous Notes.

F. EXCLUSIONS

Many legal matters are excluded from Plan benefits. Some of these are noted in the Fee Schedule. Co-operating Lawyers should be aware that, in general, all non-personal legal services are excluded. For example, business matters are excluded. Also excluded are proceedings against a Participant's contributing employer, UNIFOR, and subsidiaries, dealers, subordinates, affiliated bodies or officers or agents of those bodies.

G. TAXES CHARGED ON LAWYER ACCOUNTS

The Plan reimburses Participants who use Co-operating Lawyers by sending reimbursement monies directly to the Co-operating Lawyer, for Prepaid Benefits. This direct-pay method of reimbursement reduces the financial burden of Plan Participants. However, the Plan does not reimburse Participants for any sales or other taxes related to lawyer fees. In particular, the Plan does not reimburse Participants for HST charged by lawyers for Prepaid Benefits.

H. BILLINGS

The Lawyer Activity Report and Summary Billing Report are part of the Plan's Case Information Form ("CIF"). The CIF (see Appendix "D") is sent to the Participant by the Plan when legal services are requested. The Participant then sends or takes the CIF to the Co-operating Lawyer prior to or upon commencement of legal services.

The CIF is the Co-operating Lawyer's assurance that the client is an eligible Participant for Plan benefits. Accordingly, Co-operating Lawyers should ensure that they have a CIF prior to commencing legal services. A separate CIF, which contains a unique case number, is necessary for each separate legal matter.

The Co-operating Lawyer shall submit a signed CIF to the Plan along with his or her account. The CIF must accompany the Co-operating Lawyer's account in order for payment to be rendered by the Plan. For Referral Benefit legal services, the Co-operating Lawyer shall send the original account to the Participant (Client) and a copy to the Plan, along with the signed CIF.

The Plan will pay interim accounts if they are for fees greater than \$600.

SCHEDULE I - WILLS AND ESTATES

LEGAL SERVICE	PREPAID BENEFIT (Plan pays block fee as indicated)	REFERRAL BENEFIT (Bill Client \$125.00 per hour as indicated)	DISBURSEMENTS (Bill Plan or Client as indicated)
1. a) Will or Codicil, with or without testamentary trust	\$125.00	n/a	Client
b) For spouse	\$60.00	n/a	Client
*2. a) Property (Financial) Power of Attorney	\$70.00	n/a	Client
b) For spouse	\$35.00	n/a	Client
c) Personal Care (Medical) Power of Attorney	\$45.00	n/a	Client
d) For spouse	\$25.00	n/a	Client
3. Inter Vivos Trusts and Complicated Estate Planning	n/a	\$125.00 per hour	Client

***NOTE:** The Plan does not pay for (i.e. the block fee includes) additional powers of attorney naming alternate or substitute attorneys

***NOTE:** The Plan does not pay for (i.e. the block fee includes) "living wills", medical directives or other personal care instructions made in connection with a personal care power of attorney

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Fee Schedule

SCHEDULE I - WILLS AND ESTATES (cont'd)

LEGAL SERVICE	PREPAID BENEFIT (Plan pays \$125 per hour to maximum fee (H) as indicated)	REFERRAL BENEFIT (Bill Client \$125 per hour as indicated)	DISBURSEMENTS (Bill Plan or Client as indicated)
4. ESTATE ADMINISTRATION a) *Lawyer's Work (i) Deceased was Plan member on date of death and Deceased's Surviving Spouse or Dependent Child is a beneficiary <ul style="list-style-type: none"> • up to two hours • subsequent lawyer's work (ii) Estate Trustee is a Plan member and a beneficiary <ul style="list-style-type: none"> • up to two hours • subsequent lawyer's work (iii) other than (a) (i) or (a) (ii), above <ul style="list-style-type: none"> • up to two hours • subsequent lawyer's work 	\$250.00 (H) n/a \$250.00 (H) n/a \$250.00 (H) n/a	n/a \$125.00 per hour n/a \$125.00 per hour n/a \$250.00 per hour	Client Client Client Client Client Client

***NOTE:** *“Lawyer’s Work” - e.g., advice and legal services in connection with non-litigious estate work, including but not limited to explanation of the duties of an estate trustee, interpretation of the will, advertising for creditors, application for and receipt of the Certificate of Appointment of Estate Trustee (i.e., “probate”), document preparation for asset transfers, preparation of notarial copies of documents, application to court to examine and/or “pass” accounts, preparation of releases and final report to personal representative*

SCHEDULE I - WILLS AND ESTATES (cont'd)

LEGAL SERVICE	PREPAID BENEFIT	REFERRAL BENEFIT (Bill Client \$125 per hour as indicated)	DISBURSEMENTS (Bill Plan or Client as indicated)
4. ESTATE ADMINISTRATION (continued) b) **Estate Trustee's Work (and guardian's work)			
(i) Deceased was Plan member on date of death and Deceased's Surviving Spouse or Dependent Child is a beneficiary	n/a	\$125.00 per hour	Client
(ii) Estate Trustee is a Plan member and a beneficiary	n/a	\$125.00 per hour	Client
(iii) other than (b) (i) or (b) (ii), above	n/a	\$250.00 per hour	Client

****NOTE:** *“Estate Trustee’s Work” - e.g., funeral arrangements, obtaining death certificate, advising others of death and applying for benefits payable on death (e.g., government agencies, pension administrators), locating will, locating and notifying beneficiaries, locating and valuing assets and debts, investing and safekeeping of assets, settling debts, maintaining estate accounts for approval by beneficiaries or examination by the court, reporting to beneficiaries, paying beneficiaries upon receipt of releases, filing and paying taxes.*

****NOTE:** *Explain to your clients that Estate Trustee’s work is their responsibility and can be done by them, and that if all or part of it is done by your office, your fees will be deducted from the amount that would otherwise be allowed for “executor’s compensation”. Bill estate trustee \$125.00 or \$250.00 per hour (see 4b)(iii) above) for services rendered by the lawyer and 50% of those fees (i.e. \$62.50 or \$125.00 per hour) for services rendered by articling students, law clerks, paralegals, etc.*

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Fee Schedule

SCHEDULE I - WILLS AND ESTATES (cont'd)

LEGAL SERVICE	PREPAID BENEFIT (Plan pays \$125 per hour to maximum fee (H) as indicated)	REFERRAL BENEFIT (Bill Client \$125 per hour as indicated)	DISBURSEMENTS (Bill Plan or Client as indicated)
<p>5. ESTATE LITIGATION</p> <p>a) If claim is \$10,000 or less</p> <p>(i) Deceased was Plan member on date of death and Deceased's Surviving Spouse or Dependent Child is a beneficiary</p> <ul style="list-style-type: none"> • up to four hours • subsequent representation <p>(ii) Estate Trustee is a Plan member and a beneficiary</p> <ul style="list-style-type: none"> • up to four hours • subsequent representation <p>(iii) other than (a) (i) or (a) (ii), above</p> <ul style="list-style-type: none"> • up to four hours • subsequent representation 	<p>\$500.00 (H)</p> <p>n/a</p> <p>\$500.00 (H)</p> <p>n/a</p> <p>\$500.00 (H)</p> <p>n/a</p>	<p>n/a</p> <p>\$125.00 per hour</p> <p>n/a</p> <p>\$125.00 per hour</p> <p>n/a</p> <p>\$250.00 per hour</p>	<p>Client</p> <p>Client</p> <p>Client</p> <p>Client</p> <p>Client</p> <p>Client</p>
<p>b) If claim is over \$10,000</p> <p>(i) Deceased was Plan member on date of death and Deceased's Surviving Spouse or Dependent Child is a beneficiary</p> <ul style="list-style-type: none"> • up to ten hours • subsequent representation <p>(ii) Estate Trustee is a Plan member and a beneficiary</p> <ul style="list-style-type: none"> • up to ten hours • subsequent representation <p>(iii) other than (b) (i) or (b) (ii), above</p> <ul style="list-style-type: none"> • up to ten hours • subsequent representation 	<p>\$1,250.00 (H)</p> <p>n/a</p> <p>\$1,250.00 (H)</p> <p>n/a</p> <p>\$1,250.00 (H)</p> <p>n/a</p>	<p>n/a</p> <p>\$125.00 per hour</p> <p>n/a</p> <p>\$125.00 per hour</p> <p>n/a</p> <p>\$250.00 per hour</p>	<p>Client</p> <p>Client</p> <p>Client</p> <p>Client</p> <p>Client</p> <p>Client</p>

SCHEDULE II - REAL ESTATE

LEGAL SERVICE	PREPAID BENEFIT (Plan pays block fee (B) or \$125 per hour to maximum fee (H) as indicated)	REFERRAL BENEFIT (Bill Client \$125 per hour as indicated)	DISBURSEMENTS (Bill Plan or Client as indicated)
1. Purchase or Sale (includes review of agreement and minor amendments; mortgages incidental to purchase or sale; certifying title; closing; reporting to client, etc.) a) Purchase b) Sale	 \$675.00 (B) \$450.00 (B)	 n/a n/a	 Client Client
2. Drafting, negotiating and/or making major amendments to Agreement of Purchase and Sale (does not include review or minor amendments) a) up to two hours b) subsequent representation	 \$250.00 (H) n/a	 n/a \$125.00 per hour	 Client Client
3. Transfer, assignment, quit claim, discharge (not incidental to purchase or sale or new mortgage); mortgage extension, renewal or amendment; Declaration of Survivorship; Transmission Application	\$125.00 (B)	n/a	Client
4. New Mortgage not incidental to purchase (includes incidental discharges)	\$400.00 (B)	n/a	Client

NOTE: Plan coverage is for personal use property only. Prepaid Benefit limit of one purchase and one sale (and the drafting of all relevant agreements) every 2 years. Other real estate transactions (except business transactions) are covered by a Referral Benefit at the Prepaid Benefit rate. Bill Client Directly. In some estate sales, where the situation in 4(b)(iii) on page v applies, bill the estate \$650.00.

NOTE: The Co-operating Lawyer may charge the Client \$65.00 for a Land Titles search or \$125.00 for a Registry Search performed by the Co-operating Lawyer's office (charge \$65.00 per hour for any time exceeding 2 hours), or in the alternative, the actual cost incurred for a title search performed by a person not employed by the Co-operating Lawyer's office, provided that the Client is made aware of this charge at the time the Co-operating Lawyer is retained.

SCHEDULE II - REAL ESTATE (cont'd)

LEGAL SERVICE	PREPAID BENEFIT (Plan pays \$125.00 per hour to maximum fee (H) as indicated)	REFERRAL BENEFIT (Bill Client \$125.00 per hour as indicated)	DISBURSEMENTS (Bill Plan or Client as indicated)
5. Foreclosure or Power of Sale a) up to 20 hours b) subsequent representation	\$2,500.00 (H) n/a	n/a \$125.00 per hour	Client Client
6. Litigation (includes boundary or title dispute, zoning, refusal to close, expropriation) a) Claim is \$10,000 or less i) up to four hours ii) subsequent representation b) Claim is over \$10,000 i) up to 20 hours ii) subsequent representation	\$500.00 (H) n/a \$2,500.00 (H) n/a	n/a \$125.00 per hour n/a \$125.00 per hour	Client Client Client Client

NOTE: Plan Coverage is for personal use property only. Other real estate matters (except business matters) are covered by a referral benefit at \$125.00 per hour. Bill Client directly.

NOTE: Appeals - Bill Client \$125.00 per hour and all disbursements.

SCHEDULE III - TENANTS' RIGHTS

LEGAL SERVICE	PREPAID BENEFIT (Plan pays \$125.00 per hour to maximum fee (H) as indicated)	REFERRAL BENEFIT (Bill Client \$125.00 per hour as indicated)	DISBURSEMENTS (Bill Plan or Client as indicated)
1. Non Litigation Matters	\$250.00 (H)	n/a	Client
2. Litigation a) if monetary claim only and \$10,000 or less i) up to four hours ii) subsequent representation b) if claim is over \$10,000 or non-monetary (e.g. possession or eviction) i) up to 20 hours ii) subsequent representation	\$500.00 (H) n/a \$2,500.00 (H) n/a	n/a \$125.00 per hour n/a \$125.00 per hour	Client Client Client Client

NOTE: Plan coverage is for personal use property only.

NOTE: Appeals - Bill Client \$125.00 per hour and all disbursements.

SCHEDULE IV - FAMILY

LEGAL SERVICE	PREPAID BENEFIT (Plan pays block fee (B) or \$125.00 per hour to maximum fee (H) as indicated)	REFERRAL BENEFIT (Bill Client \$125.00 per hour as indicated)	DISBURSEMENTS (Bill Plan or Client as indicated)
1. Guardianship or Committee of Minor or Mental Incompetent a) *Uncontested b) Contested i) up to 12 hours ii) subsequent representation	 \$500.00 (B) \$1,500.00 (H) n/a	 n/a n/a \$125.00 per hour	 Client Client Client
2. Private Adoption a) *Uncontested b) Contested i) up to 12 hours ii) subsequent representation	 \$450.00 (B) \$1,500.00 (H) n/a	 n/a n/a \$125.00 per hour	 Client Client Client
3. Change of Name a) *Uncontested b) Contested i) up to 12 hours ii) subsequent representation	 \$250.00 (B) \$1,500.00 (H) n/a	 n/a n/a \$125.00 per hour	 Client Client Client

***NOTE:** "Uncontested" means that there are no issues in dispute between the parties at the time that they first approach a lawyer.

NOTE: If any case requires minimal work or is terminated prior to completion, bill at hourly rate; not block fee.

NOTE: Appeals - Bill Client \$125.00 per hour and all disbursements.

SCHEDULE IV - FAMILY (cont'd)

LEGAL SERVICE	PREPAID BENEFIT (Plan pays block fee (B) or \$125.00 per hour to maximum fee (H) as indicated)	REFERRAL BENEFIT (Bill Client \$125.00 per hour as indicated)	DISBURSEMENTS (Bill Plan or Client as indicated)
4. Domestic Contract			
a) *Uncontested	\$500.00 (B)	n/a	Client
b) Contested			
i) up to 12 hours	\$1,500.00 (H)	n/a	Client
ii) Subsequent representation	n/a	\$125.00 per hour	Client
5. Divorce or Annulment			
a) *Uncontested, Lawyer for Applicant	\$500.00 (B)	n/a	Client
b) Uncontested, Lawyer for Respondent			
i) up to 4 hours	\$500.00(H)	n/a	Client
ii) subsequent representation	n/a	\$125.00 per hour	Client
c) Contested			
i) up to 12 hours	\$1,500.00 (H)	n/a	Client
ii) subsequent representation	n/a	\$125.00 per hour	Client
6. Other Family Law Matters Not Listed Above			
a) Uncontested			
i) up to 4 hours	\$500.00(H)	n/a	Client
ii) subsequent representation	n/a	\$125.00 per hour	Client
b) Contested			
i) up to 12 hours	\$1,500.00 (H)	n/a	Client
ii) subsequent representation	n/a	\$125.00 per hour	Client

***NOTE:** "Uncontested" means that there are no issues in dispute between the parties at the time that they first approach a lawyer.

NOTE: If any case requires minimal work or is terminated prior to completion, bill at hourly rate; not block fee.

NOTE: Appeals - Bill Client \$125.00 per hour and all disbursements.

SCHEDULE V - CIVIL LITIGATION

For all matters, <u>including</u> personal injury, property damage, wrongful dismissal, professional malpractice, libel and slander:	
PLAN PAYS:	\$125.00 per hour, to a maximum of \$250.00
BILL CLIENT:	For subsequent legal services at \$125.00 per hour and for all disbursements

NOTE: Appeals - Bill Client \$125.00 per hour and all disbursements.

NOTE: For claims against client's own insurance company and other consumer complaints, see Schedule VII.

SCHEDULE VI - CRIMINAL AND MOTOR VEHICLE MOVING VIOLATIONS

For all matters, including criminal offences, motor vehicle moving violations, young offenders, pardons and estreat of bail:

PLAN PAYS: **\$125.00 per hour, to a maximum of \$500.00**

BILL CLIENT: **For subsequent legal services at \$125.00 per hour and for all disbursements**

For non-moving motor vehicle violations:

PLAN PAYS: **NIL**

BILL CLIENT: **For all legal services at \$125.00 per hour and for all disbursements**

NOTE: *Appeals - Bill Client \$125.00 per hour and all disbursements.*

Exception:

For appealing the suspension of a driver's licence for medical reasons, the Plan will pay \$125.00 per hour to a maximum of 20 hours, up to the end of the initial hearing only. Bill client for subsequent legal services at \$125.00 per hour and for all disbursements.

SCHEDULE VII - CONSUMER/DEBTOR

<ol style="list-style-type: none"> 1. Defence of collection action on personal/family debts (includes defence of action to enforce judgments by way of repossession or garnishment <u>but does not include</u> items listed in Schedule VIII or judgments for personal injury or family law support.) 2. Personal bankruptcy (does not include services ordinarily performed by Trustee or Official Receiver) 3. Consumer transactions (e.g. contracts for goods and services) (does not include personal injury or professional malpractice) 4. Insurance claims or loss of coverage (does not include Unemployment Insurance or Workers' Compensation - see Schedule VIII) 	<p>IF CLAIM IS \$10,000.00 OR LESS:</p> <p>Plan Pays: \$125.00 per hour to maximum of \$500.00</p> <p>Bill Client: For subsequent legal services at \$125.00 per hour and for all disbursements</p> <p>IF CLAIM IS OVER \$10,000.00:</p> <p>Plan Pays: \$125.00 per hour to maximum of \$2,500.00</p> <p>Bill Client: For subsequent representation at \$125.00 per hour and for all disbursements</p>
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NOTE: Appeals - Bill Client \$125.00 per hour and all disbursements.

SCHEDULE VIII - ADMINISTRATIVE LAW

<ol style="list-style-type: none"> 1. Veterans' Benefits, Social Assistance Claims (Includes Employment Insurance, Workplace Safety and Insurance Board Claims) 2. Citizenship, Immigration, Deportation 3. Canada and Quebec Pension Plans 4. Claims to taxes by governments (does not cover tax planning or preparing tax returns); audits, property tax assessment disputes 	<p>IF CLAIM IS \$10,000.00 OR LESS:</p> <p>Plan Pays: \$125.00 per hour to maximum of \$500.00</p> <p>Bill Client: For subsequent legal services at \$125.00 per hour and for all disbursements</p> <p>IF CLAIM IS OVER \$10,000.00:</p> <p>Plan Pays: \$125.00 per hour to maximum of \$2,500.00 up to and including initial administrative tribunal hearing</p> <p>Bill Client: For subsequent legal services at \$125.00 per hour and for all disbursements</p> <p>Bill Client: For all legal services subsequent to initial administrative tribunal hearing (e.g. appeal to higher tribunal or court, or judicial review) at \$125.00 per hour</p>
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NOTE: Appeals - Bill Client \$125.00 per hour and all disbursements.

SCHEDULE IX - SUMMARY ADVICE AND CONSULTATION

This Schedule only applies to those Plan Participants who have "Entry-Level PLUS" and "Mid-Level PLUS" benefits.

The "PLUS" designation refers to Summary Advice and Consultation to a maximum of two prepaid hours.

Entry-Level PLUS

The "Entry-Level PLUS" benefit is Wills & Estates Coverage (Schedule I) PLUS up to two prepaid hours for summary advice and consultation for all other personal legal services except real estate transactions and appeals.

PLAN PAYS: **\$125.00 per hour, to a maximum of \$250.00**

BILL CLIENT: **For all disbursements.**

Mid-Level PLUS

The "Mid-Level PLUS" benefit is Wills & Estates Coverage (Schedule I) and Real Estate Coverage (Schedule II) PLUS up to two prepaid hours for summary advice and consultation for all other personal legal services except appeals.

PLAN PAYS: **\$125.00 per hour, to a maximum of \$250.00**

BILL CLIENT: **For all disbursements.**

NOTE: *There are no Referral Benefits related to Schedule IX.*

SCHEDULE X - MISCELLANEOUS NOTES

1. a) Bill hours in 0.1 hourly increments and itemize each activity (i.e. "line item account").
b) Bill Client \$125.00 per hour for all personal legal services not included in other parts of this Fee Schedule, unless otherwise indicated.
2. Agents may be used if Client consents and if agent bills in accordance with Fee Schedule.
3. Bill for travel time at \$125.00 per hour.
4. Bill for travel expense at 52 cents per kilometer.
5. Bill for faxes or photocopying at 25 cents per page.
6. The Co-operating Lawyer fee includes costs recovered. Therefore, when costs are recovered, bill Plan and/or Client in accordance with Fee Schedule and deduct the amount recovered for costs. If costs recovered exceed the Fee Schedule bill, apply excess to any disbursements paid for by the Client and/or the Plan, and retain the balance.
7. Contact Plan for coverage and fee information not indicated in Fee Schedule.

FEE AGREEMENT

Plan Case No: _____

Name of Client: _____

Name of Lawyer: _____

The above-noted Client and lawyer hereby agree that all legal services rendered will be charged by the lawyer to the Client at an hourly rate of \$125.00 per hour, which is the hourly rate currently set out in the Plan Fee Schedule, or actual costs recovered, whichever is greater.

DATED at _____ this _____ day of _____, 20____.

Signature of Client

Signature of Lawyer

I hereby acknowledge that I have received a copy of this Fee Agreement.

Signature of Client

Signature of Lawyer

CASE INFORMATION FORM

PART A - PLAN PARTICIPANT DATA

Case No. ___/___/___

Intake ID: Secretary ID: Date Opened: / / LP Code: Client ID: Status:

ELIGIBLE EMPLOYEE OR RETIREE

Name: Address: Company: Home Phone: Union Local: Seniority Date: Employee Number

SPOUSE/DEPENDENT SECTION

Name: Address: Status: Home Phone:

SPECIAL INSTRUCTIONS

PART B - LAWYER ACTIVITY REPORT

CO-OPERATING LAWYER INFORMATION

Name: Firm: Address: Lawyer ID: Phone Number:

CLIENT CONTACT/SERVICES PROVIDED

(Check one only)

5. Briefly State Nature of the Legal Problem and the Outcome

- 1. No Service Provided
2. Notarization only, no advice
3. Advice only provided
a. Telephone Only
b. In Person
4. More Than Advice
a. Office work Only
b. Lawyer on Record at Court or Tribunal

Blank lines for describing the legal problem and outcome.

PART C - SUMMARY BILLING REPORT

CHARGE TO PLAN FOR COVERED SERVICES (Attach detailed Account)

CHARGE TO CLIENT FOR NON-COVERED SERVICES (Enclose summary of all billing to client)

Table with 3 columns: No. of Hrs., Hourly Rate/Block fee, Amount. Includes rows for HST/GST and Total.

Table with 3 columns: No. of Hrs., Hourly Rate, Amount. Includes a row for Total.

FOR UNIFOR-LSP OFFICE USE ONLY. Includes fields for Transfer Date, Approved Plan Total, R.R., Date of Lawyer's Invoice, Client Total, CSQ Sent, Declaration Sent, CIF Sent to (Lawyer/Client), and COMMENTS.

CERTIFICATION

I certify that the information provided above is accurate and complete and that the services were actually rendered, and that no other billing has been or will be presented to the client for the services indicated on this form.

Signature of Lawyer

Date