



COMPUTER SYSTEMS CONSULTING

BY EMAIL

Without prejudice

April 16, 2021

TO: **Gwendolyn Adrian, for J. Myers**

cc: **M. Simaan**

Re: **BLC21-071– TWO OFFERS TO PAY REJECTED**

Dear Ms Adrian,

For J. Myers.

I have made two offers to pay all creditors.

- 1) 100% paid in 60 months. \$18,000 on day one. Then, \$2,000 monthly for 60 months.
- 2) Consumer Proposal – pay 100% over 60 months. Every asset vetted by Farber.

Both offers have been rejected by Ms Adrian, and I refuse to offer to pay more than 100%.

Ms Adrian asserts I have liquid assets to pay everything today. She drained my two bank accounts and then refused to garnish a third at RBC Aurora where I get my CPP and OAS deposited.

Contingency Law

Her other client, Mandie Crawford has had me arrested 7 times and she is the one who “approved” the spite fence. Ms Adrian is on contingency on two suits and therefore has unlimited resources to litigate me. I am defenseless. Even if I had money to hire a lawyer, Ms Adrian would churn the suit until all my money is gone. The Law Society should outlaw the practice.

Contingency law is evil against an individual. The individual cannot EVER expect to win.

There are amendments coming but will they help me? I doubt it.

LAWYERS

Contingency Fees

- Law Society Portal
- Your Source
- Practice Supports & Resources
 - Coach and Advisor Network (CAN)
 - Member Assistance Program
 - Equity Supports & Resources
 - Rules of Professional Conduct
 - Practice Management Guidelines
- Practice Management Topics
 - Practice Management COVID-19 FAQ
 - Opening, Operating or Closing a Practice
 - The Lawyer-Client Relationship
 - Managing Files
 - Managing Money
 - Working with Others
 - Technology Practice Tips
- Practice Area Resources
- Business Structures
- Practice Management Helpline
- Great Library

Legislative and Regulatory Update:

Effective July 1, 2021, there will be changes to Ontario's contingency fee regime. These changes will include:

- Legislative amendments to the *Solicitors Act*
- Introduction of *O. Reg. 563/20*, governing the use of contingency fee agreements
- Amendments to the Law Society's *Rules of Professional Conduct*, *Paralegal Rules of Conduct*, and *Paralegal Professional Conduct Guidelines*.

The information below reflects the current requirements. The Law Society will update this page on the effective date with the new requirements, and links to supports and new resources. Until then, lawyers and paralegals should consult the Law Society's [Contingency Fee Reforms](#) page for more detailed information, supports, and resources.

Solicitors Act

ONTARIO REGULATION 563/20

CONTINGENCY FEE AGREEMENTS

<https://www.ontario.ca/laws/regulation/200563?search=solicitors+act>

Consolidation Period: From October 6, 2020 to the e-Laws currency date.

Note: THIS REGULATION IS **NOT YET IN FORCE**.

It comes into force on July 1, 2021, the day subsection 3 (1) of Schedule 31 to the Plan for Care and Opportunity Act (Budget Measures), 2018 comes into force.

Contingency fee not to exceed award or settlement

1. A solicitor for a client who is a claimant shall not recover more in fees under a contingency fee agreement than the amount recovered by the client under an award or settlement from the party or parties against whom the claim was made, including any costs but excluding disbursements and taxes.

Certain disbursements to be excluded

2. A contingency fee agreement that provides that the fee is determined as a percentage of the amount recovered by the client under an award or settlement shall exclude any amount that is specified as being in respect of disbursements that a court allows or would allow as recoverable from an adverse party.

Money to be held in trust

3. A client who is a party to a contingency fee agreement shall direct that the amount of funds claimed by the solicitor for legal fees, costs, taxes and disbursements be paid to the solicitor in trust from any award or settlement.

Disbursements and taxes

4. (1) If the client is responsible for the payment of disbursements or taxes under a contingency fee agreement, a solicitor who has paid disbursements or taxes during the course of the matter in respect of which services were provided shall be reimbursed for the disbursements or taxes on any amount recovered by the client under an award or settlement of the matter.

(2) Except as provided under section 47 of the Legal Aid Services Act, 1998 (legal aid charge against recovery), the amount to be reimbursed to the solicitor under subsection (1) is a first charge on the amount recovered under the award or settlement.

Timing of assessment of contingency fee agreement

5. For the purposes of clause 28.1 (11) (b) of the Act, the client or the solicitor may apply to the Superior Court of Justice for an assessment of the solicitor's bill rendered in respect of a contingency fee agreement to which subsection 28.1 (6) of the Act applies within six months after its delivery.

Person under disability

6. A solicitor for a person under disability, as defined in the Rules of Civil Procedure, who is represented by a litigation guardian with whom the solicitor is entering into a contingency fee agreement shall,

(a) apply to a judge for approval of the agreement before the agreement is finalized; or

(b) include the agreement as part of the motion or application for approval of a settlement or a consent judgment under rule 7.08 of the Rules of Civil Procedure.

Required form, terms

7. (1) For the purposes of section 28.1 of the Act, **a contingency fee agreement shall be in the form titled "Standard Form Contingency Fee Agreement" and dated February 18, 2020**, published by and available on the website of the Law Society of Ontario.

(2) Despite subsection (1), a contingency fee agreement between a solicitor and a client referred to in subsection (3) is not required to be in the form referred to in subsection (1), if the solicitor ensures that the agreement meets the requirements of subsection (4).

(3) Subsection (2) applies with respect to a client that is a business and that,

(a) employs more than 25 individuals;

(b) employs, as a legal advisor on a full-time basis, one or more persons authorized under the Law Society Act to practise law in Ontario; or

(c) has gross annual revenues that exceed \$10 million.

(4) For the purposes of subsection (2), the solicitor shall ensure that the contingency fee agreement includes the following:

1. A statement that sets out the method by which the fee is to be determined.
 2. A statement that a solicitor for a client who is a claimant shall not recover more in fees under a contingency fee agreement than the amount recovered by the client under an award or settlement from the party or parties against whom the claim was made, including any costs but excluding disbursements and taxes.
 3. A statement in respect of disbursements and taxes, including the HST payable on the solicitor's fees, that indicates that if the client is responsible for the payment of disbursements or taxes and the solicitor pays the disbursements or taxes during the course of the matter, the solicitor is entitled to be reimbursed for those payments, subject to section 47 of the Legal Aid Services Act, 1998 (legal aid charge against recovery), as a first charge on any amount recovered under an award or settlement of the matter.
 4. A statement that explains costs and the awarding of costs and that indicates that a client is responsible for paying any costs contribution or award, on a partial indemnity or substantial indemnity basis, if the client is the party liable to pay costs.
 5. A statement that informs the client of the client's right to ask the Superior Court of Justice to assess and approve of the solicitor's bill, and that includes the applicable timelines for asking for the assessment set out under section 5 or clause 28.1 (11) (a) of the Act, as the case may be.
 6. If the client is a party under disability, as defined in the Rules of Civil Procedure, who is represented by a litigation guardian, a statement that the contingency fee agreement either must be approved by a judge before the agreement is finalized or must be reviewed as part of the motion or application for approval of a settlement or a consent judgment under rule 7.08 of the Rules of Civil Procedure.
 7. A statement that outlines when and how the client or the solicitor may terminate the contingency fee agreement, the consequences of the termination for each of them and the manner in which the solicitor's fee is to be determined in the event that the agreement is terminated.
 8. A statement that informs the client that the client retains the right to make all critical decisions regarding the conduct of the matter.
- (5) This section does not apply with respect to a contingency fee agreement if,
- (a) a court has approved the agreement; or
 - (b) a court has approved the contingency fee set out in the agreement.

Impermissible terms

8. **A solicitor shall not include** in a contingency fee agreement a provision that,
- (a) **requires the solicitor's consent before a claim may be abandoned**, discontinued or settled at the instructions of the client;
 - (b) **prevents the client from terminating the contingency fee agreement** with the solicitor or changing solicitors; or
 - (c) **permits the solicitor to split their fee with any other person**, except as provided by the Rules of Professional Conduct of the Law Society of Ontario.

Application to other licensees

9. (1) For the purposes of section 32.1 of the Act, this Regulation applies, with necessary modifications, with respect to contingency fee agreements between clients and persons licensed under the Law Society Act to provide legal services in Ontario.
- (2) For the purposes of subsection (1), the reference in clause 8 (c) to the Rules of Professional Conduct shall be read as a reference to the Paralegal Rules of Conduct of the Law Society of Ontario applicable to persons licensed under the Law Society Act to provide legal services in Ontario.
10. Omitted (revokes other Regulations).
11. Omitted (provides for coming into force of provisions of this Regulation).

This letter will be filed in Caselines today.

Thanks.



Bob Lepp