

Canadian Lawyers Liability Assurance Society

2017/2018 Renewal Application for  
Excess Professional Liability Insurance

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This application is made by the undersigned member (the "Firm") of the Canadian Lawyers Liability Assurance Society ("CLLAS") for issuance by CLLAS to the Firm of policies of professional liability insurance.

*Note: The policies applied for are "claims made" policies and only provide coverage for claims first made against the Insured during the policy period.*

*Please answer ALL questions. Where space to answer is insufficient, attach a separate sheet.*

1. Name of Firm (Named Insured): Fasken Martineau DuMoulin LLP
2. Address of principal office: 333 Bay Street, Suite 2400, Bay Adelaide Centre  
Box 20, Toronto, ON M5H 2T6  
  
Phone: ( 416 ) 366-8381 Fax: ( 416 ) 364-7813
3. Address, phone and fax numbers of other office(s):  
Please refer to section entitled "Question #3"
4. Management or service companies, date(s) established and services provided:  
Please refer to section entitled "Addendum to Appendix D"
5. Is the Firm a multi-disciplinary partnership ("MDP")? ☒ yes ☐ no  
  
If "yes", provide date MDP was established and name the non-lawyer partners and their respective disciplines.  
Please refer to Addendum to Appendix D page 7 - FMD Partners, G.P./FMD et Associés,  
SENC.

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6. Since the most recent CLLAS application, has the name of the Firm been changed, or has any firm merged into the Firm? If so, give full particulars (including the number of lawyers merged into the Firm in each such situation) unless previously provided.

The Firm's name has not changed since July 1st, 2011 application

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7. Attached as Appendix A is a list of the Firm's predecessor firms resulting from mergers since July 1, 1987. Is the list complete?

Please refer to Appendix A

☒ yes      ☐ no

If "no", please provide update.

Note: A predecessor firm is one a) which has undergone dissolution; and b) in which more than 50% of the partners and employed lawyers became partners and employed lawyers of the Firm.

8. Please complete Appendices B and C to provide the following details as of March 1, 2017: Please refer to sections by region/office.

- a) Number of lawyers (including partners, employed lawyers, counsels/of counsels and lawyer consultants).
- b) Number of patent & trademark agents (who are not lawyers).
- c) Number of other non-lawyer consultants.
- d) Number of paralegals.
- e) Number of other employees.
- f) If applicable, the number of lawyers who are not partners, employed lawyers, counsels/of counsels or lawyer consultants of the Firm who, directly or indirectly, provide services to professional corporations which are partners of the Firm. Please identify such individuals and professional corporations as requested in Appendix B.

Note: A common professional corporation structure is one where the lawyer remains a partner of the firm but the firm contracts with a professional corporation to provide the services of the partner to the firm via the professional corporation. Those lawyers would be accounted for in a) above. Question f) is intended to address an alternative structure whereby the professional corporation itself is a partner of the firm and it contracts directly or via another professional corporation with a lawyer to provide professional services.

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9. Please show the Firm's practice split by indicating the approximate percentage of billings for the following areas of law: **Please refer to section entitled "Question #9"**

	<u>This Year</u>		<u>Last Year</u>	
a) Corporate and Commercial Law	_____	%	30.1	%
b) Criminal Law	_____	%	0.0	%
c) Family Law	_____	%	0.0	%
d) Intellectual Property	_____	%	6.0	%
e) Labour Law	_____	%	13.1	%
f) Litigation	_____	%	24.4	%
g) Real Estate	_____	%	9.0	%
h) Securities Law	_____	%	7.3	%
i) Tax Matters	_____	%	3.5	%
j) Wills, Estates, Trust	_____	%	1.2	%
k) Other (please specify)	_____	%	5.4	%

10. Have any of the lawyers or non-lawyer consultants listed in Appendices B and C or former lawyers or former non-lawyer consultants of the Firm been the subject of disciplinary proceedings, suspended or disbarred from practice since the date of the Firm's most recent CLLAS application? ☐ yes ☒ no

If "yes", please provide full details:

1) Pending : Answers from Ontario and Johannesburg will be coming soon.

2) Please refer to the Quebec Region, question #10, about 1 case M. Comeau.

11. Attached as Appendix D is a description of the "Associated Firms" and "Umbrella Firms" which are identified in the Associated Firm Endorsement (Endorsement No. 1) of the current CLLAS Primary Policy. Please verify, update where appropriate and advise CLLAS of any anticipated changes. **Please refer to Appendix D**
12. Canadian law society programs may restrict coverage if Professional Services are provided outside of Canada or if the Professional Services relate to non-Canadian law. The CLLAS Primary Policy also excludes coverage for lawyers providing Professional Services from a U.S. office as well as the practice of non-Canadian law. Please provide details of such services in Appendix E. **Please refer to section by region/office**
13. Attached as Appendix F is a schedule of claims and notices which have been given to the applicable law society and CLLAS as of December 31, 2016. Please verify and provide any changes in status. All known claims or notices that are not on the schedule, including those reported to any underlying insurance carrier, should be reported up to the date of this application. However, updates thus reported are not considered official notice of claim to CLLAS. Please refer to section by region/office.

If applicable, CLLAS will also require an update on claims of your predecessor firms which were reported prior to any merger which are paid or currently reserved excess of \$500,000.

Note: Details required on all claims or notices are: name of lawyer, name of claimant, date claim reported, error date, date claim closed (if applicable), a brief description of the claim, including damages sought, amount paid (legal & indemnity) and amount reserved (legal & indemnity).

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14. Will the Firm purchase coverage under the CLLAS optional excess layer?

☒ yes      ☐ no

If "yes", please indicate preferred limit option:

☐ \$10M xs \$160M      ☐ \$20M xs \$160M  
☐ \$30M xs \$160M      ☐ \$40M xs \$160M  
☐ \$50M xs \$160M      ☒ \$60M xs \$160M

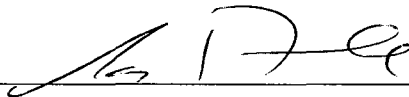
15. Under Appendix G, please provide a full description of the Firm's most current risk management policies and procedures or, if appropriate, an update to your response to Appendix G of last year's renewal application. **Please refer to Appendix G**

16. Please complete Appendix H to provide underwriting information with respect to cyber liability. **Please refer to Appendix H**

17. Please attach as Appendix I copy of the Firm's 2017 Professional Liability Insurance Application and Exemption Form submitted to LawPro. **Please refer to Appendix I**

The undersigned hereby declares that the above statements and particulars, including those set forth in Appendices A through I, are true and that no material facts have been omitted, suppressed or misstated and that this application, which is deemed to include the information from any previous applications completed by the Firm for CLLAS, shall be the basis of each of the insurance contracts with CLLAS.

Signature: \_\_\_\_\_



*(Must be signed by a Partner of the Firm)*

Name of Signatory: **Marc Ducharme, Chief Administrative Officer**

*(Who shall be the designated contact person between CLLAS & the Firm as respects this insurance.)*

Date: **April 3, 2017**



# **QUESTION #3**

**(ADDRESSES AND BRANCHES)**

### **Question #3 – Addresses and Branches**

#### **Principal Office of Fasken Martineau DuMoulin LLP, an Ontario partnership**

Bay Adelaide Centre  
333 Bay Street  
Suite 2400  
P.O. Box 20  
Toronto, Ontario M5H 2T6

Phone : (416)366-8381  
Fax : (416)364-7813

#### **Principal address of Ontario Region and Fasken Campbell Godfrey**

Bay Adelaide Centre  
333 Bay Street  
Suite 2400  
P.O. Box 20  
Toronto, Ontario M5H 2T6

Phone : (416)366-8381  
Fax : (416)364-7813

#### **Principal address of Quebec Region and Martineau Walker**

The Stock Exchange Tower  
800 Victoria Square  
Suite 3700  
P.O. Box 242  
Montréal, Québec H4Z 1E9

Phone : (514)397-7400  
Fax : (514)397-7600

#### **Principal address of British Columbia Region and Russell & DuMoulin**

550 Burrard Street  
Suite 2900  
Vancouver, B.C. V6C 0A3

Phone : (604)631-3131  
Fax : (604)631-3232

#### **Other offices of the above firms :**

Québec City :  
140 Grande Allée Est  
Suite 800  
Québec City, Quebec G1R 5M8

Ottawa :  
55 Metcalfe Street  
Suite 1300  
Ottawa, Ontario K1P 6L5

Calgary :  
First Canadian Centre  
350 7th Avenue S.W.  
Suite 3400  
Calgary, Alberta T2P 3N9

London - office of Fasken Martineau DuMoulin LLP  
125 Old Broad Street  
15<sup>th</sup> Floor  
London EC2N 1AR  
United Kingdom

Johannesburg :  
Inanda Greens, Building 2  
54 Wierda Road West  
Sandton  
Postal Address: P.O. Box 652057 Benmore 2010, South Africa

# QUESTION #9

Firm's practice split by indicating the approximate percentage of billings by areas

## Firm-wide F2017 Billings Distribution

		% of Total	
Specialty Group		This Year	Last Year
A	Corporate & Commerical Law	30.3%	30.2%
B	Criminal Law	0.0%	0.0%
C	Family Law	0.0%	0.0%
D	Intellectual Property	5.2%	6.0%
E	Labour Law	13.0%	13.2%
F	Litigation	25.2%	24.6%
G	Real Estate	8.8%	8.9%
H	Securities Law	7.8%	7.5%
I	Tax Matters	3.3%	3.5%
J	Wills, Estates, Trust	1.3%	1.2%
K	Other (please specify)	5.1%	5.0%

# **APPENDIX A**

## **LIST OF THE FIRM'S PREDECESSOR FIRMS RESULTING FROM MERGERS**

### **QUESTION #7**

## APPENDIX A

### PREDECESSOR FIRMS

Name of Firm: Fasken Martineau DuMoulin LLP

	<u>Merger/Name Change Date</u>	<u>Notes</u>
▪ Kitamura Green	July 1, 1987	
▪ Campbell, Godfrey & Lewtas	November 1, 1989	(inactive but not dissolved)
▪ Fasken & Calvin	November 1, 1989	(inactive but not dissolved)
▪ Fasken Campbell Godfrey	February 1, 2000	(inactive)
▪ Martineau Walker ("MW")	February 1, 2000	(inactive)
▪ Russell & DuMoulin ("RD")	February 1, 2000	(inactive)
▪ Gagnon Lafleur & Associates	1981	Predecessor firm of MW
▪ Lazarovitz, Cannon, Lemelin, Rourke	1983	Predecessor firm of MW
▪ Lyall McKercher Hanna	1989	Predecessor firm of RD
▪ Day & Co.	November 1, 2002	Predecessor firm of SS
▪ PharmaLaw	October 1, 2004	Predecessor firm of SS
▪ Stringer and Saul	January 1, 1978 *	Predecessor firm of SS
▪ Stringer Saul & Justice	1979 *	Predecessor firm of SS
▪ Stringer Saul	May 1, 1985	Predecessor firm of SS
▪ Walker Martineau Stringer Saul	Sept. 1, 1990	Predecessor firm of SS
▪ Stringer Saul	May 1, 1991	Predecessor firm of SS
▪ Stringer Saul LLP ("SS")	February 1, 2007	Predecessor firm of FMSS
▪ Johnston & Buchan	1992	Predecessor firm of J&B
▪ Johnston, Buchan & Dalfen	1994	Predecessor firm of J&B
▪ Johnston & Buchan	2001	Predecessor firm of J&B
▪ Johnston & Buchan LLP ("J&B")	April 1, 2007	Predecessor firm of FMD
▪ Fasken Martineau Stringer Saul LLP ("FMSS")	September 11, 2008	Name changed to Fasken Martineau LLP (name to be used in UK only)
▪ Gravel, Leclerc & Associates S.E.L.A.S. (GL)	September 1, 2009	Name changed to Fasken Martineau S.E.L.A.S.
▪ Gravel, Leclerc & Partners	September 1, 2009	Predecessor firm of GL
▪ Bell Dewar and Hall	September 1, 2009	Predecessor firm of Bell Dewar Inc.
▪ Bell Dewar Inc.	February 1, 2013	Bell Dewar Inc. (a South African Corporation) and any and all predecessors
▪ Gravel, Leclerc & Granger S.E.P. (a French Partnership)		

FMD = Fasken Martineau DuMoulin LLP

\* Precise date of name change cannot be verified.

Note: A predecessor firm is one a) which has undergone dissolution; and b) in which more than 50% of the partners and employed lawyers became partners and employed lawyers of the Firm.

# FIRM-WIDE HEADCOUNT amended as of April 4, 2017

## APPENDIX B ACTIVE MEMBERS OF THE FIRM AS OF MARCH 1, 2017

Name of Firm: \_\_\_\_\_

	<u>CANADA</u>						<u>OUTSIDE OF CANADA</u> <sup>/5</sup>	
	<u>B.C.</u>	<u>Alberta</u>	<u>Ontario</u>	<u>Quebec</u>	Beijing		London	Johannesburg
a) No. of Lawyers <sup>/1</sup>	_____	_____	_____	_____	_____		_____	_____
b) No. of Patent & Trademark Agents <sup>/2</sup>	_____	_____	_____	_____	_____		_____	_____
c) No. of Non-lawyer Consultants <sup>/3</sup>	_____	_____	_____	_____	_____		_____	_____
d) No. of Paralegals	_____	_____	_____	_____	_____		_____	_____
e) No. of Other Employees	_____	_____	_____	_____	_____		_____	_____
f) No. of lawyers who are not employees of the Firm who, directly or indirectly, provide services to professional corporations which are partners of the Firm <sup>/4</sup>	_____	_____	_____	_____	1 please refer to App. C		_____	_____

<sup>/1</sup> Including partners, employed lawyers, counsels/of counsels and lawyer consultants.

<sup>/2</sup> These are not lawyers.

<sup>/3</sup> Please complete Appendix C if individuals are reported under this category.

<sup>/4</sup> Lawyers reported here should not be included under a). (See note at Question 8.f) of the application.)

<sup>/5</sup> Please complete Question 3 of Appendix E to provide further information on lawyers reported under these columns.

***Please attach a list of the lawyers reported under a) above, showing in each case his/her full name, date of call, date joined the Firm and, if applicable, date became partner.***

***Please attach a list of the names of the individuals reported under f) above, together with the names of the professional corporations to which they provide services.***

***If underlying insurance is purchased outside any Canadian mandatory law society program for lawyers, please provide full details under Appendix E, Question 4.***

If members of the Firm, either alone or with others, engage in the conduct of any profession or business other than the practice of law (e.g. financial management, mortgage brokering or other consulting; underwriting or brokering of securities or investment banking activities; real estate appraisal; actuarial analysis) either directly or indirectly as an agent, employee or partner of any organization, please give full particulars.

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APPENDIX D  
"ASSOCIATED FIRMS" AND "UMBRELLA FIRMS"

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Name of Firm: Fasken Martineau DuMoulin LLP



## APPENDIX D

### "ASSOCIATED FIRMS" AND "UMBRELLA FIRMS"

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Name of Firm: Fasken Martineau DuMoulin LLP

- The Named Insured under the CLLAS policies is Fasken Martineau DuMoulin LLP. There is an endorsement to the Primary Policy listing a number of additional Named Insureds.
- Fasken & Calvin and Campbell Godfrey & Lewtas merged on November 1, 1989 and practised under the name Fasken Campbell Godfrey.
- Fasken Campbell Godfrey had entered into a partnership with Martineau Walker of Montreal and Davis and Company of Vancouver known as Fasken Martineau Davis. Davis and Company later withdrew and the partnership continued under the name of Fasken Martineau.
- On September 1, 1999, Fasken Martineau ("*Canadian Partnership*") formed a US subsidiary partnership also called Fasken Martineau ("*US Partnership*") to carry out the practice of Canadian law from a New York office. The Firm commenced practising US law from both the Toronto and New York offices in 2004.
- On February 1, 2000, Fasken Campbell Godfrey merged with Martineau Walker and Russell & DuMoulin of Vancouver and practises under the name of Fasken Martineau DuMoulin LLP.
- After the merger, Fasken Martineau ("*US Partnership*") and Fasken Martineau ("*Canadian Partnership*") changed their names to Fasken Martineau DuMoulin LLP ("*US Partnership*") and Fasken Martineau DuMoulin LLP ("*International Partnership*") respectively. On February 1, 2007, Fasken Martineau DuMoulin LLP ("*International Partnership*") changed its name to Fasken Martineau DuMoulin International LLP.
- The Firm now has offices in Toronto, Montreal, Ottawa, Quebec City, Vancouver and Calgary in Canada, London, England, and Johannesburg, South Africa. An office was opened in Yellowknife on November 4, 2002 and was closed on November 30, 2004. The New York office was closed on April 30, 2008 and Fasken Martineau DuMoulin LLP ("*US Partnership*") was subsequently dissolved.
- The Johannesburg, South Africa office was established in 2003 by Fasken Martineau DuMoulin (Pty) Ltd., a subsidiary of Fasken Martineau DuMoulin International LLP, to practise both Canadian and U.K. law. The entity merged with Bell Dewar Inc. on February 1, 2013.
- Under the supervision of the Johannesburg office, a subsidiary company, LexEmpower Legal Consulting (Pty) Ltd. (formerly Capstone 686 (Proprietary) Limited) was structured to qualify under the "Black Economic Empowerment" legislation and provide corporate and legal advisor services commencing on or about July 1, 2004 practising both Canadian and U.K. law. This corporation has now ceased active business. The firm no longer has control of this entity and we understand that it is now under liquidation.

- Effective February 1, 2007, the name of Stringer Saul LLP, a UK limited liability partnership, was changed to Fasken Martineau Stringer Saul LLP, the partners resident in the Firm's London, UK office and 2 partners resident in Canada became members of Fasken Martineau Stringer Saul LLP and the equity members of Stringer Saul LLP became partners in Fasken Martineau DuMoulin LLP and in Fasken Martineau DuMoulin International LLP. The name of Fasken Martineau Stringer Saul LLP was changed to Fasken Martineau LLP on September 11, 2008.
- Effective April 1, 2007, the firm opened an office in Ottawa, and the partners of Johnston & Buchan LLP joined the firm as partners of Fasken Martineau DuMoulin LLP.
- On September 1, 2009, the Paris firm Gravel, Leclerc & Associates S.E.L.A.S., a professional services corporation established under French law, merged with the Firm. Gravel, Leclerc was acquired by Fasken Martineau LLP and continued its practice under the name Fasken Martineau S.E.L.A.S. Certain lawyers of Gravel, Leclerc also became partners in Fasken Martineau DuMoulin LLP and in Fasken Martineau DuMoulin International LLP. The Paris office was closed effective December 31, 2015.
- There is an endorsement on the policy recognizing the partnerships, associations and arrangements identified in this Appendix D and those in the attached addendum.
- Martineau Walker merged with Gagnon Lafleur & Associates in 1981 and Lazarovitz, Cannon, Lemelin, Rourke in 1983.
- Russell & DuMoulin merged with Lyall McKercher Hanna in 1989.
- On February 1, 2013, the South African firm of Bell Dewar Inc. (predeceased by Bell Dewar and Hall), a professional services firm established under South African law, merged with Fasken Martineau DuMoulin (Pty) Ltd. and continues its practice under the name Fasken Martineau. Certain lawyers of Bell Dewar Inc. also became partners in Fasken Martineau DuMoulin LLP and in Fasken Martineau DuMoulin International LLP.

Coverage is provided to the predecessor firms namely, Fasken & Calvin; Campbell, Godfrey & Lewtas; Kitamura Green; Gagnon Lafleur & Associates; Lazarovitz, Cannon, Lemelin, Rourke; and Lyall McKercher Hanna. Coverage is also provided to the predecessor firms of Stringer Saul LLP namely, Day & Co. and PharmaLaw, to the predecessor firms of Johnston & Buchan LLP namely, Johnston & Buchan and Johnston, Buchan & Dalfen, to the predecessor firm of Gravel, Leclerc & Associates S.E.L.A.S., namely Gravel, Leclerc and Partners, and to the predecessor firm of Bell Dewar Inc. in South Africa, namely Bell Dewar and Hall.

# **ADDENDUM TO APPENDIX D**

**(QUESTION #4)**

FASKEN MARTINEAU DuMOULIN LLP

Addendum to Appendix D

Firms Included for the Purpose of Full Disclosure as at March 31, 2017 – See Comments Describing Relationship

Firms	Addresses	Comments On Relationships
<p>Fasken Martineau DuMoulin LLP</p> <p><i>www.fasken.com</i></p> <p><b>Toronto</b> – Phone (416) 366-8381 Fax (416) 364-7813</p> <p><b>Montreal</b> – Phone (514) 397-7400 Fax (514) 397-7600</p> <p><b>Quebec City</b> – Phone (418) 640-2000 Fax (418) 647-2455</p> <p><b>Vancouver</b> – Phone (604) 631-3131 Fax (604) 631-3232</p> <p><b>Calgary</b> – Phone (403) 261-5350 Fax (403) 261-5351</p> <p><b>Ottawa</b> – Phone (613) 236-3882 Fax (613) 230-6423</p> <p><b>London UK</b>– Phone 011-44-20-7917-8500 Fax 011-44-20-7917-8555</p> <p><b>Johannesburg SA</b> – Phone + 27 (11) 586-6000 Fax + 27 (11) 586-6104(5)</p>	<p>Locations: - <i>Toronto, Montreal, Ottawa, Quebec City, Calgary, Vancouver, London U.K. and Johannesburg S.A..</i></p> <p>Bay Adelaide Centre 333 Bay Street, Suite 2400 P.O. Box 20 Toronto, Ontario M5H 2T6</p> <p>The Stock Exchange Tower 800 Victoria Square, Suite 3700 P.O. Box 242 Montreal, Quebec H4Z 1E9</p> <p>140, Grande Allée Est, Suite 800 Québec, Quebec G1R 5M8</p> <p>550 Burrard Street, Suite 2900 Vancouver, B.C. V6C 0A3</p> <p>First Canadian Centre 350 7<sup>th</sup> Avenue SW, Suite 3400 Calgary, Alberta T2P 3N9</p> <p>55 Metcalfe Street, Suite 1300 Ottawa, ON K1P 6L5</p> <p>125 Old Broad Street, 15<sup>th</sup> floor London EC2N 1AR United Kingdom</p> <p>Inanda Greens, Building 2 54 Wierda Road West Sandton</p>	<p>An Ontario limited liability partnership formed on February 1, 2000 by partners of Fasken Campbell Godfrey, Martineau Walker and Russell &amp; DuMoulin. (Designated internally as the “National” firm)</p>

<p>(A Paris office, formerly at 32 avenue de l'Opéra. 75002 Paris was closed on December 31, 2015.)</p> <p>(A Yellowknife office, formerly at Suite 702, Northwest Tower 5201 Franklin (50<sup>th</sup>) Avenue Yellowknife, NT X1A 3S9, was closed on November 1, 2004.)</p> <p>(A New York City office, formerly at 590 Madison Avenue 21<sup>st</sup> Floor New York, New York 10022, was closed on April 30, 2008.)</p>	<p>(Postal address) : P.O. Box 652057 Benmore 2010 South Africa</p>	
<p>Fasken Martineau DuMoulin International LLP (formerly Fasken Martineau DuMoulin LLP, which was designated internally as "International")</p>	<p>Bay Adelaide Centre 333 Bay Street, Suite 2400 P.O. Box 20 Toronto, Ontario M5H 2T6</p>	<p>An Ontario limited liability partnership. It has a partnership interest in Fasken Martineau LLP and owns Fasken Martineau DuMoulin (Pty) Ltd.. Its partners are the Canadian equity partners of Fasken Martineau DuMoulin LLP, equity members of Fasken Martineau LLP and certain lawyers of Fasken Martineau DuMoulin (Pty) Ltd. and Bell Dewar Inc.</p>
<p>Fasken Martineau LLP (formerly Fasken Martineau Stringer Saul LLP)  <i>www.fasken-martineau.com</i></p>	<p>125 Old Broad Street, 15<sup>th</sup> floor London EC2N 1AR United Kingdom</p>	<p>Fasken Martineau DuMoulin International LLP operated a London U.K. office from which it practiced Canadian law. On February 1, 2007 the name of Stringer Saul LLP, a limited liability partnership incorporated and registered in England and Wales, was changed to Fasken Martineau Stringer Saul LLP. Partners of Fasken Martineau DuMoulin International LLP who were resident in the London UK office and two partners of Fasken Martineau DuMoulin LLP resident in Canada became members of Fasken Martineau Stringer Saul LLP and the equity</p>

		members of Stringer Saul LLP became partners in Fasken Martineau DuMoulin LLP and Fasken Martineau DuMoulin International LLP. Subsequently, the name of Fasken Martineau Stringer Saul LLP was changed to Fasken Martineau LLP.
Johnson & Buchan LLP	55 Metcalfe Street, Suite 1300 Ottawa, Ontario K1P 6L5	On April 1, 2007 the partners of Johnson & Buchan LLP became partners of Fasken Martineau DuMoulin LLP and of Fasken Martineau DuMoulin International LLP.
Fasken Martineau S.E.L.A.S. (formerly Gravel, Leclerc & Associés S.E.L.A.S.)  (inactive)	32 avenue de l'Opéra 75002 Paris	Fasken Martineau S.E.L.A.S. is a corporation incorporated in France that is authorized to practice law. Formerly Gravel, Leclerc & Associés S.E.L.A.S., it carried on its practice under the name Fasken Martineau between September 1, 2009 and December 31, 2015, when it ceased operations.
Fasken Martineau DuMoulin LLP (formerly Fasken Martineau)  (dissolved)  <i>www.fasken-martineau.com</i>	590 Madison Avenue 21 <sup>st</sup> Floor New York, New York 10022	Fasken Martineau DuMoulin LLP, a New York limited liability partnership (designated internally as the "U.S." firm) operated a New York City office from which it practiced Canadian law. The New York office was closed on April 30, 2008 and the U.S. firm has been dissolved.
Fasken Martineau DuMoulin (Pty) Ltd.  <i>www.fasken-martineau.com</i>	Inanda Greens, Building 2 54 Wierda Road West Sandton  (Postal address) : P.O. Box 652057 Benmore 2010 South Africa	Fasken Martineau DuMoulin (Pty) Ltd., a South African limited liability company, established the Johannesburg office opened in November 2003 to practice Canadian and UK law.
LexEmpower Legal Consulting (Pty) Ltd.  (inactive/in liquidation)		LexEmpower Legal Consulting (Pty) Ltd. was a South African limited company structured to qualify under the "Black Economic Empowerment" legislation and operate an office in Johannesburg to practice UK law. It is inactive. We no longer control of this entity and understand that it is in liquidation.

Fasken Campbell Godfrey  <i>(inactive)</i> <i>www.fasken.com</i>	Bay Adelaide Centre 333 Bay Street, Suite 2400 P.O. Box 20 Toronto, Ontario M5H 2T6	The Ontario partnership that operated the Toronto office practice prior to the formation of Fasken Martineau DuMoulin LLP in 2000. After that time, its continuing practice was limited to client files that could not be transferred due to conflict issues.
Bell Dewar Inc.	Inanda Greens, Building 2 54 Wierda Road West Sandton <b>Postal Address</b> P O Box 652057 Benmore 2010 South Africa	As of February 1 <sup>st</sup> , 2013 the firm of Bell Dewar Inc. merged with Fasken Martineau DuMoulin (Pty) Ltd in South Africa and continued its practice under the name Fasken Martineau.
Martineau Walker  <i>(inactive)</i> <i>www.martineau-walker.com</i>	The Stock Exchange Tower 800 Victoria Square, Suite 3700 P.O. Box 242 Montreal, Quebec H4Z 1E9  140, Grande Allée Est, Suite 800 Québec, Quebec G1R 5M8	The Quebec partnership that operated the Montreal and Quebec City offices practices prior to the formation of Fasken Martineau DuMoulin LLP in 2000. After that time, its continuing practice was limited to client files that could not be transferred due to conflict issues.
Russell & DuMoulin  <i>(inactive)</i> <i>www.rdcounsel.com</i>	550 Burrard Street, Suite 2900 Vancouver, B.C. V6C 0A3	The B.C. partnership that operated the Vancouver office practice prior to the formation of Fasken Martineau DuMoulin LLP in 2000. After that time, its continuing practice was limited to client files that could not be transferred due to conflict issues.
Carter & Associates  <i>www.carterslawfirm.com</i> <i>www.charitylaw.ca</i>	Box 440 211 Broadway Orangeville, Ontario L9W 1K4	We have a formal but non-partnership affiliation with Carter & Associates for the purposes of client referrals, business development and practice support.  Terrance S. Carter is a counsel to Fasken Martineau DuMoulin LLP.
Hacker Gignac Rice  <i>www.hgr.ca</i>	518 Yonge Street Midland, Ontario L2R 2C5	We had a formal but non-partnership affiliation with Hacker Gignac Rice for the purposes of client referrals, business development and practice support. This affiliation was terminated on

		December 31, 2006.
Sims Clement Eastman <i>www.sce.com</i> <i>(relationship terminated April 1, 2001)</i>	700-22 Frederick Street P.O. Box 578, Station C Kitchener, Ontario N2G 4A2	We had a formal but non-partnership affiliation with this firm for the purposes of client referrals, business development and practice support that terminated in 2001.
Cohen Highley Vogel & Dawson <i>(relationship terminated December 1, 2000)</i>	1 London Place 11 <sup>th</sup> Floor 255 Queen's Avenue London, Ontario N6A 5R8	We had a formal but non-partnership affiliation with this firm for the purposes of client referrals, business development and practice support that terminated in 2000.
Lockington, Lawless, Fitzpatrick <i>(relationship terminated December 31, 2006)</i> <i>www.locklaw.ca</i>	332 Aylmer Street, North P.O. Box 1146, Station Main Peterborough, Ontario K9J 7H4	We had a formal but non-partnership affiliation with this firm for the purposes of client referrals, business development and practice support that terminated in 2006.
Goudreau Gage Dubuc (formerly Goudreau Gage Dubuc & Martineau Walker) <i>(association terminated January 1, 2007)</i> <i>www.martineau-walker.com</i>	The Stock Exchange Tower 800 Victoria Square, Suite 3700 P.O. Box 242 Montreal, Quebec H4Z 1E9  <i>(address during relationship)</i>	A Montreal patent and trademark firm, whose members include lawyers, that operated from the premises of Martineau Walker (subsequently Fasken Martineau DuMoulin LLP) under a formal non-partnership association that terminated in 2007.
Berardino & Harris	Suite 14 1075 West Georgia Street Vancouver, British Columbia V6E 3C9	Berardino & Harris (B&H) was a partnership of some former partners of Russell & DuMoulin. B&H handled certain matters previously handled by Russell & DuMoulin. In some instances B&H became the solicitors of record on existing matters, while on others Fasken Martineau DuMoulin LLP became the solicitors of record with B&H acting as counsel. B&H was a fully independent firm.
Perkins Coie LLP <i>www.perkinscoie.com</i>	1201 Third Avenue 40 <sup>th</sup> Floor Seattle, Washington U.S.A. 98101-3098 <i>(offices in: Anchorage; Beijing; Bellevue; Boise; Chicago; Denver; Hong Kong; Los Angeles; Menlo</i>	Russell & DuMoulin and Perkins Coie for several years maintained an informal strategic alliance solely for the purpose of a non-exclusive referral arrangement, not referred to as an association. This arrangement continues between Fasken Martineau DuMoulin LLP and Perkins Coie.



	<i>Park; Olympia; Portland; San Francisco; Seattle and Washington, D.C.)</i>	
Vincent T. K. Cheung, Yap & Co. <i>(relationship terminated January 31, 2000)</i>	15th Floor Alexandra House 16-20 Chater Road Hong Kong	A former Hong Kong representative under an informal relationship that was terminated in 2000.
Dr. Dongdong Huang <i>(relationship terminated June 24, 2002)</i>	Vancouver office address	A lawyer qualified in B.C. who conducted his practice from the Vancouver premises of Fasken Martineau DuMoulin LLP under a Memorandum of Understanding intended to promote China business development and provide support services without being a partnership, an association or and employee/employer relationship. This arrangement was terminated in 2002.
Pan Pacific Law Offices/ Weston Pan Pacific Consulting Ltd/ John D. Weston <i>(relationship terminated August 28, 2000)</i>	Suite 1466 144 Min Chuan East Road Section 3 Taipei, Taiwan  1850 South West Marine Drive Vancouver, British Columbia V6P 6B2	A Taiwan law firm/ a Hong Kong company registered in Taiwan as an extra-territorial company/ a B.C. lawyer, founder and beneficial owner of both. A formal association agreement existed with Russell & DuMoulin and for a time with Fasken Martineau DuMoulin LLP. The arrangement was terminated in 2000.
Orange Chari Pillay (formerly Orange & Associates and formerly John R. S. Orange, Patent and Trademark Agent) <i>(relationship terminated in 2000)</i>	Toronto Dominion Bank Tower 46.C. Box 190 Toronto-Dominion Centre Toronto, Ontario M5K 1H6  <i>(address during relationship)</i>	Under a Patent Agency Consultancy Agreement dated January 18, 1996, Orange Chari Pillay ("OCP") provided patent agency services at the premises of Fasken Martineau DuMoulin LLP (previously the premises of Fasken Campbell Godfrey ) on his/their behalf and in association with Fasken Martineau DuMoulin LLP (previously Fasken Campbell Godfrey). FMD Ontario Services Limited Partnership (and previously Fasken Campbell Godfrey Inc.) sublet premises and provided other management services to OCP.  In early 2000 OCP provided notice under the agreement to exercise its termination rights and it left the premises of Fasken Martineau DuMoulin LLP on April 20, 2000.

Various U.S. firms	Various	From time to time Fasken Martineau DuMoulin LLP has, or has had, informal arrangements with a small number of U.S. firms the objective of which is to foster relationships that may lead to cross-border referrals, such as introducing each other's partners in similar practice areas to one another, attempting to organize joint presentations to each other's clients, jointly authoring articles on particular areas of law from Canadian and US perspectives, and the like. These relationships involve no revenue sharing or referral fees and are even more informal than the arrangement with Perkins Coie LLP described above.
FMD Partners, G.P. / FMD et Associes, S.E.N.C.	<p>Bay Adelaide Centre 333 Bay Street, Suite 2400 P.O. Box 20 Toronto, Ontario M5H 2T6</p> <p>The Stock Exchange Tower 800 Victoria Square, Suite 3700 P.O. Box 242 Montreal, Quebec H4Z 1E9</p>	FMD Partners, G.P. / FMD et Associes, S.E.N.C. is an Ontario general partnership, the members of which are FMD National Inc., Alexandre Abecassis, Isabelle Chabot, Raymond Chretien and Serge Lapointe. The partnership provides trade mark and patent agent services and other consulting services primarily to the Quebec offices of Fasken Martineau DuMoulin LLP.

APPENDIX G

RISK MANAGEMENT POLICIES AND PROCEDURES

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Name of Firm: Fasken Martineau DuMoulin LLP

Please provide a full description of the Firm's most current risk management policies and procedures or, if appropriate, an update to your response to Appendix G of last year's renewal application.

## **APPENDIX G**

### **RISK MANAGEMENT POLICIES AND PROCEDURES**

Name of Firm: Fasken Martineau DuMoulin LLP

Please provide a full description of the Firm's most current risk management policies and procedures (including risk management audits) or, if appropriate, an update to your response to Appendix G of last year's renewal application.

(SEE ATTACHED)

## Firm Management and Internal Policies and Procedures

### **1. Firm Background and Governance**

Prior to 2007, the firm was the result of the merger on February 1, 2000 of three regional firms: Fasken Campbell Godfrey in Toronto, Martineau Walker in Montreal and Quebec City and Russell and DuMoulin in Vancouver.

We now have additional officer in London, Johannesburg, Calgary, Ottawa and Paris.

#### Governance

Our Firm is managed through a Partnership Board of elected members led by a Board Chairman.

The guidance of the Partnership Board is to the Firm Managing Partner who in turn oversees the Management Team of the Firm constituted of the Regional Managing Partners and Senior Executives.

The Management Team meets weekly by video conference and at least quarterly in person.

### **2. Lawyer Management (Training and Supervision)**

Partners report to the Regional Managing Partner and are formally evaluated each year in connection with the annual compensation review. As part of this process, all partners are subject to peer review. The criteria and expectations are set by the Regional Compensation Committee which is responsible for the review process.

Associates are evaluated annually under a rigorous review process co-ordinated and managed by a Professional Development Committee comprised of partners and supported by full time professional personnel staff who also administers the recruiting and training programs. Associates come under the direct supervision of partners in the delivery of legal service to clients. Each associate has a partner mentor who monitors their work allocation and client service performance, and serves as an advisor and sounding board for addressing professional issues and any concerns that may arise. Regional Associate Committees are elected in the regions by the associates to represent them collectively in their relationship with the partners, the office and the Firm.

Lawyers are organized into National Practice Groups for the purposes of enhancing cooperation within the Firm, developing new business and ensuring that our service capabilities are well understood within the Firm so that clients can be provided with the best service possible. Large clients also have a Client Team, represented by the various practice groups that might interact with the client, to oversee the delivery of legal services and to enhance the relationship with the client.

Client service is both influenced and observed by the National and Regional Practice Group Leaders and the Team Leaders of Client Teams. Each of these Groups and Teams submit annual written business plans that are reviewed, approved and monitored by the Management Team and include the development of precedents, the implementation of internal professional training and the sponsorship of attendance at external training and professional seminars, as well as, the organized pursuit of business development opportunities. The written firm precedents are available to the lawyers via the office intranet and/or document management system. .

There are various continuing education requirements our lawyers must complete annually in order to maintain their license. There vary somewhat by the region/country upon which they practice.

### **3. Non-lawyer Practitioners**

The Firm is not a Multi-discipline Partnership (MDP) under which non-lawyer professionals are eligible for partnership in a law firm. Non-lawyer professionals are employees of a separate entity, FMD Partners, G.P. Their services are contracted by lawyers in the law partnership, and as such, provide the required supervision within the rules and regulations of the law societies.

### **4. New Business**

New clients and new matters can only be accepted by partners and associates in accordance with work acceptance policies or practices for each Region/office that include guidelines and considerations relating to conflict search requirements, professional issues (legal and ethical standards, expertise and capacity), financial matters (credit assessments, billing arrangements, fee estimates, retainer deposits) and engagement letters.

"Independent legal advice" on a casual basis can only be rendered by lawyers of the Firm in accordance with guidelines which include conflict search requirements.

New clients, new matters and independent legal advice, after conflict search clearance and partner acceptance, require the completion of file opening documentation that populates the Firm's databases, including the conflict database.

New client and matter lists, appropriately masking approved confidential clients and matters, are circulated weekly.

### **5. Conflicts**

The Firm has a Conflicts and Ethics Committee, which is made up of partners from each Region/office with conflict oversight responsibility carried out in accordance with a written national Conflict of Interest Protocol that provides guidelines and considerations relating to conflict review procedures, legal and business conflicts, ethical walls, and file opening and closing procedures. Where appropriate, potential conflicts are referred to an independent member of the Committee and, if necessary, the Firm and/or Regional Managing Partners. When a conflict is seen to exist, the engagement is only accepted if the client is advised. If appropriate, the client is advised in writing to consider consulting another law firm about the conflict and to consider obtaining independent legal advice.

The Firm maintains a national conflicts database which the lawyers access through full time professional conflict search administrators in each Region, who have access to the conflicts database through the Firm's wide area network. The conflicts database includes client and matter name and address, responsible lawyer, opposing party, client subsidiaries, client principals, as well as terrorist groups identified by government authorities.

When deemed appropriate and necessary by the responsible partner, the Firm's voicemail and/or email system is used to forewarn lawyers not to entertain the acceptance of engagements or provision of independent legal advice in connection with parties to certain impending transactions or events when discussions are already taking place that may lead to the acceptance of a file by that partner, who has conducted a conflict search in its connection.

## **6. Retainer Letters**

The Firm policy governing Work Acceptance includes a specimen Engagement Letter for adaptation to the particular circumstance. It encompasses the scope of the services to be performed and Firm's billing rates and policies. The use of an engagement letter is recommended, particularly in the case of new clients, but is not mandatory and its use remains the decision of the partner responsible for the file.

## **7. Docket and Calendar**

Firm-wide computer systems provide for the control of statute dates and other critical deadlines, use specialized systems for certain areas of practice. The patent and trademark practice uses a commercially available web-based due date software system and an external trademark watching service. Data input reports from the centralized systems are provided to the responsible lawyer and date reminder reports are issued to the responsible lawyer weekly.

## **8. Custody of Client Trust Funds and Assets**

The Firm has in its custody, from time-to-time, client trust funds. Detailed accounting records are maintained of the handling and/or investment of such funds. These records satisfy or exceed the regulations of the governing provincial law societies. The policies and procedures for the custody, handling and recording of such trust funds are reviewed in connection with the annual audit by the Firm's auditors and/or rotating audits by the auditors of the respective law societies.

Trust funds are segregated and deposited with financial institutions. Experienced trust clerks are employed to administer the movement of client trust funds. Such transactions require the written requisition of the applicable partner. Trust cheques require dual signatures, one of whom must be a partner, and neither of whom signed the original requisition.

## **9. Fee Disputes**

The Firm recognizes that fee related disputes with clients may lead to claims and/or suits that may or may not be warranted and, accordingly, has in place a number of management processes to minimize the unwarranted escalation of such disputes.

The Firm's work acceptance practices include guidelines for advising clients on fees when taking on an engagement. A summary of the Firm's billing rates and practices is available on the intranet and/or document management system for inclusion in a Retainer Letter. Retainer or client engagement letters are recommended, but the decision to issue one is, in each case, the responsibility of the partner accepting the file.

Clients are billed monthly, with any exceptions requiring the approval of a member of the Finance Committee. Billing formats are selected from a number of Firm standardized formats. Invoices are generally detailed, including a description of the underlying dockets. Detailed aged reports of unbilled work-in-process and accounts receivable are provided to the responsible lawyers managing the file monthly (and in some cases weekly). Finance Committee monitors or FGA's (Finance Group Administrators) regularly review the status of client files making up these aged reports with the responsible lawyers. Financial sanctions are available to the Chair of the Finance Committee and management for reinforcement of perceived unsatisfactory management of billings and collections prior to the annual lawyer performance evaluation and compensation review.

A Collection Department staffed with professional credit and collections administrators, are maintained in each of the Regions. The Collectors work closely with the lawyers to address delinquent accounts and negotiate payment arrangements where necessary. The Collection Department also works with the Finance Committee and the Finance Partner in each office to handle specific problem matters, which may include situations where the client expressed dissatisfaction with the professional service of the Firm and its lawyers. Any circumstance, identified by the Collection Department in this process, that may lead to an unreported claim, is reported to the partner responsible for claims management as well as the partner responsible for the file.

When deemed necessary and valuable to an individual client relationship, management will conduct a formal or informal professional service audit and assessment.

On occasion, clients submit the fees billed to them to the formal judicial legal fee assessment process available to address fee disputes between lawyers and clients. On occasion, the Firm, after assessing the risks and costs, pursues payment of fees through the courts.

## **10. Management of Client Claims and Suits**

Each Region has a partner assigned to manage the reporting and documentation of occurrences that may lead to client claims and suits.

Annually, in connection with the application for renewal of the Firm's Errors and Omissions Insurance, each lawyer and non-lawyer professional is required to report in writing whether they are aware of any facts that may result in a claim, and provide a memorandum on any such circumstances that have not previously been reported and an update of the status of previously reported claims. A database is maintained of these claims and the reporting on the status of such claims.



## **11. Confidentiality of Client Information and Insider Trading**

The Firm has a policy on Confidentiality and Securities Investment that covers all personnel, their spouses, family and other household members. It covers the preservation of the confidentiality of information, and detailed descriptions and preclusions relating to insider trading, investing in the securities of clients and others, and the use of discretionary accounts. All personnel must sign and return a copy of this policy acknowledging that they have read and understand the policy, which indicates among its terms that "failure to adhere to this policy may result in immediate termination".

A list of the Firm's public company clients is maintained on the Firm's intranet and assessable to all members of the Firm.

Where appropriate, the Firm provides professional services behind "ethical walls" to preserve client confidentiality and to preclude ethical and business conflicts.

## **12. Audit Enquiries**

Audit enquiries are circulated by broadcast message on the Firm's email system.

## **13. Lawyers as Directors and/or Officers**

The Firm has a policy governing lawyers becoming directors or officers. Such elections or appointments can only be accepted under the strict criteria set out under the policy and the approval of the Regional Managing Partner or his/her designee. There is an expectation that underlying Officers and Directors Insurance be present and that, in the case of private companies, shareholder indemnities and/or unanimous shareholder agreements be obtained. The remuneration relating to such appointments may be paid directly to the individual, but is accounted for as revenue to the Firm by adjusting the lawyer's income.

A database is maintained of all such directorships.

## **14. Lawyers Business Affairs**

The Firm has a policy addressing the potential for Conflicts of Interest between Lawyer and Client Business Dealings With Clients or Assets Controlled By Clients, and provides instructions for the avoidance of personal business dealings with clients to whom they personally provide professional services.

Lawyers understand that, unless the Firm otherwise expressly consents, they are to devote all of their working time and attention to the Firm's business. Accordingly, if they have personal business to conduct, it is to be done in a fashion that does not imply that it involves the Firm and such personal business is not to be conducted from the Firm's premises or using the Firm's letterhead.

APPENDIX H  
CYBER LIABILITY

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Name of Firm: Fasken Martineau DuMoulin LLP

1. Personnel

- a) Do you have a Chief Security Officer or Chief Information Security Officer or equivalent? ☒ yes ☐ no

If "no", who within the Firm is responsible for the management of and compliance with the Firm's Security Policies?

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- b) Do you have a Chief Privacy Officer or equivalent? ☒ yes ☐ no

If "no", who within the Firm is responsible for the management of and compliance with the Firm's Privacy Policies?

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2. Protection

- a) Do you use encryption tools to enhance the integrity and confidentiality of confidential information?  
☒ yes ☐ no

If you use encryption tools, in which scenarios is data encrypted? (Check all statements that you believe are applicable.)

- ☒ Data at rest  
☒ Data in transit  
☒ Data transferred to removable media (laptops, CD's, backup tapes, USB devices, etc.)  
☐ None of the above

- b) Do you use and regularly update industry-standard antivirus software? ☒ yes ☐ no

- c) Do you install the latest software updates to reduce security vulnerabilities? ☒ yes ☐ no

- d) Do you require that passwords be a minimum length and contain alpha and numeric characters?  
☒ yes ☐ no

- e) Do you require that passwords be regularly updated? ☒ yes ☐ no

- f) Do you check to make sure that no spyware or adware resides on your computers? ☒ yes ☐ no

- g) Do you use and regularly update industry-standard firewall protection systems to prevent unauthorized access to internal networks and computer systems? ☒ yes ☐ no

- h) Is the data on your servers encrypted? ☒ yes ☐ no

- i) Is the data on your desktop and laptop computers encrypted? ☐ yes ☒ no Laptop only
- j) Is the data on your mobile devices encrypted? ☐ yes ☒ no April 2017 MDM Project will encrypt
- k) Have predesignated computer system/application access rights and privileges been set for all authorized users? ☒ yes ☐ no
- l) Is there hourly or daily automatic backup of documents and emails? ☒ yes ☐ no
- m) Is there hourly or daily automatic backup of your firm-wide tickler system and/or your lawyers' own personal tickler systems? ☒ yes ☐ no
- n) Are backups stored off-site at a secure location? ☒ yes ☐ no
- o) Do you use software that can be used to wipe laptops and mobile devices clean if they are misplaced or stolen? ☒ yes ☐ no
- p) Do you use software that can detect unauthorized transfers of personal information and unauthorized copying of files? ☐ yes ☒ no
- q) Do you use a metadata scrubber on documents that you transmit to clients or third parties such as opposing counsel? ☒ Most of the time ☐ Occasionally ☐ Never

### 3. Incident Response

Do you have a written network security incident response plan? ☒ yes ☐ no

If "yes":

- a) Does it include alternative options should a critical third party outsourcing provider's operations be incapacitated? ☐ yes ☒ no
- b) Does it include procedures to alert your clients that their data may have been compromised? ☒ yes ☐ no

### 4. Policies

- a) Do you maintain a comprehensive information security and privacy policy that is updated and enforced on a continuous basis? ☒ yes ☐ no
- b) Do you advise your lawyers of the risks of using unencrypted email? ☒ yes ☐ no
- c) Does your firm advise your lawyers of the dangers of metadata? ☒ yes ☐ no
- d) Do you purchase insurance other than CLLAS coverage to protect you in the case of privacy breaches?  
☐ yes ☒ no
- e) Do you purchase insurance other than CLLAS coverage to protect you in the case of cyber-attacks?  
☐ yes ☒ no

APPENDIX I

2017 PROFESSIONAL LIABILITY INSURANCE APPLICATION AND  
EXEMPTION FORM SUBMITTED TO LAWPRO

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Name of Firm: Fasken Martineau DuMoulin LLP

The Law Society of Upper Canada				
2017 Annual LAWPRO INSURANCE				
FASKEN MARTINEAU DUMOULIN LLP				
	Member Number	Member Name	Location	LAWPRO Amount Remitted
1	32860T	Gourley, Albert Carlisle	FM London (formerly F	3,030.75
2	41702H	Katz, Jodi	FM London (formerly F	3,030.75
3	54177W	McMinn, Vanessa Lea	FM London (formerly F	3,030.75
4	15913A	Cuthbert, Verna Evelyn	FMD - Montreal	1,329.75
5	46320G	Halwagi, Jonathan	FMD - Montreal	1,437.75
6	28807R	Jodoin, Joseph Pierre	FMD - Montreal	1,437.75
7	27648V	Kirby, Peter Edmond	FMD - Montreal	1,437.75
8	57211N	Monet, Dominique Aubrey	FMD - Montreal	1,437.75
9	69230L	Shortt, Michael James	FMD - Montreal	1,437.75
10	32598W	Villani, Peter	FMD - Montreal	1,437.75
11	30200B	Wiener, Neil	FMD - Montreal	1,437.75
12	34707N	Heersche, Tanneke Brunhilde	FMD - National	3,030.75
13	29180J	Acker, Stephen Bethune	FMD - Ottawa	3,030.75
14	67409U	Arseneault, Sophie	FMD - Ottawa	1,756.35
15	48684P	Boehm, Michael Scott	FMD - Ottawa	5,730.75
16	11370P	Chapman, Robert Douglas	FMD - Ottawa	3,030.75
17	20288G	Dunbar, Laurence James	FMD - Ottawa	3,030.75
18	32261G	Giorno, Guy William	FMD - Ottawa	3,030.75
19	58068J	Kennedy, Julia Marie	FMD - Ottawa	3,030.75
20	41507H	Kerr-Wilson, Gerald Leitch	FMD - Ottawa	3,030.75
21	62545Q	Kimpton, Stefan Anthony	FMD - Ottawa	3,030.75
22	58082V	Logvin, Alexandra	FMD - Ottawa	3,030.75
23	47410N	Lorquet, Sebastien Jacques	FMD - Ottawa	3,030.75
24	35269H	Mantas, Peter Nick	FMD - Ottawa	3,030.75
25	12495H	McCann, Patrick Francis	FMD - Ottawa	3,030.75
26	35280I	Milton, Leslie Jean	FMD - Ottawa	3,030.75
27	24806A	O'Neill, James Aldan	FMD - Ottawa	3,030.75
28	49095H	Parisien, Judith Lorraine	FMD - Ottawa	3,030.75
29	38917I	Prescott, Scott Morris	FMD - Ottawa	3,030.75
30	67591L	Reklitis, Anastasia	FMD - Ottawa	1,437.75
31	38927C	Schweitzer, Virginia Kim	FMD - Ottawa	3,030.75
32	27727E	Sosnow, Clifford Zangwill	FMD - Ottawa	3,030.75
33	58470S	Thomas, Ariel Alison	FMD - Ottawa	3,030.75
34	28885A	Tosto, Anna Maria	FMD - Ottawa	3,030.75
35	41174R	Vachon, Claire	FMD - Ottawa	3,030.75
36	62669B	Wexler, Yael Nora	FMD - Ottawa	3,030.75
37	20405A	Whitehead, Stephen Paul	FMD - Ottawa	3,030.75
38	40742S	Aggarwal, Anil	FMD - Toronto	3,030.75
39	48219I	Alleyme, Andrew Carlisle	FMD - Toronto	3,030.75
40	47747G	Armstrong, Sarah Jane	FMD - Toronto	3,030.75
41	26074W	Ascherl, Pierre Samuel	FMD - Toronto	3,030.75
42	44490B	Atkinson, Aaron Joseph	FMD - Toronto	3,030.75
43	19418F	Baldanza, Anthony Frank	FMD - Toronto	3,030.75
44	51880K	Baraniak, Adrian Wojtek	FMD - Toronto	3,030.75
45	22964J	Barlow, William Thomas	FMD - Toronto	3,030.75
46	46801K	Batista, Daniel	FMD - Toronto	3,030.75
47	40758L	Beardwood, John Paul	FMD - Toronto	3,030.75
48	60031U	Beck, Kathryn Lauren	FMD - Toronto	3,030.75
49	66838B	Bellefontaine, Craig Stephen	FMD - Toronto	2,074.95
50	43421F	Benitah, Armand Mandy	FMD - Toronto	3,030.75
51	64320V	Bertollo, Jessica Ellen	FMD - Toronto	2,393.55
52	15865S	Bies, William John	FMD - Toronto	3,030.75
53	14693R	Blain, Stephen Bruce	FMD - Toronto	3,030.75
54	32757H	Blimkie, Maurice Stephen	FMD - Toronto	3,138.75
55	26453V	Bourassa, Michael John	FMD - Toronto	3,030.75
56	67684S	Bowman, Mark Andrew	FMD - Toronto	1,756.35
57	29393R	Braithwaite, Murray James	FMD - Toronto	3,030.75
58	55166U	Bratt, Andrew Lampert	FMD - Toronto	3,030.75
59	22980N	Brennan, Mark Steven	FMD - Toronto	3,138.75
60	44955B	Brock, Daniel Lawrence	FMD - Toronto	3,030.75
61	43430D	Brotman, Stuart Leslie	FMD - Toronto	3,030.75

The Law Society of Upper Canada				
2017 Annual LAWPRO INSURANCE				
FASKEN MARTINEAU DUMOULIN LLP				
				LAWPRO
Member Number	Member Name	Location	Amount Remitted	
62	24894A	Brown, Murray Craig	FMD - Toronto	3,030.75
63	17353M	Burkett, Brian William	FMD - Toronto	3,030.75
64	49702D	Butterfield, Kathleen Ellie	FMD - Toronto	3,030.75
65	54709T	Cameron, Alexander Dugan	FMD - Toronto	3,030.75
66	48017N	Campbell, Ian Marshall	FMD - Toronto	3,030.75
67	68675I	Caplan, Caleigh Rebecca	FMD - Toronto	1,864.35
68	13962V	Carr, Howard Mark	FMD - Toronto	5,730.75
69	18709M	Carter, Craig Richard	FMD - Toronto	3,138.75
70	46822R	Casuccio, Paul Vincent	FMD - Toronto	3,030.75
71	57365D	Catton Rinaldi, Jessica Morgan	FMD - Toronto	3,030.75
72	41742G	Centa, Andrea Lisa	FMD - Toronto	3,138.75
73	55782K	Cheung, Richard Yolande	FMD - Toronto	3,030.75
74	62137I	Chochla, Dylan Anthony	FMD - Toronto	3,030.75
75	65048S	Choi, Jiyung	FMD - Toronto	3,030.75
76	68688N	Chow, Noel Lok-Yan	FMD - Toronto	1,756.35
77	47098T	Christensen, Koker Kolsteren	FMD - Toronto	3,030.75
78	19815A	Christie, Katherine	FMD - Toronto	3,138.75
79	58854U	Chwaluk, Myroslav Theodore	FMD - Toronto	3,030.75
80	17371I	Clark, Stephen Douglas	FMD - Toronto	3,030.75
81	63979W	Connors, Justine Ellen	FMD - Toronto	2,393.55
82	24914P	Conover, Scott Douglas	FMD - Toronto	3,030.75
83	70258N	Conrad, Daniel	FMD - Toronto	1,437.75
84	35426A	Cooper, Laura Florence	FMD - Toronto	3,030.75
85	32193N	Cooper, Rosalind Hope	FMD - Toronto	3,030.75
86	14153W	Cosman, Robert William	FMD - Toronto	3,030.75
87	41850V	Craig, John David	FMD - Toronto	3,030.75
88	64362M	Crombie, Reid Christopher	FMD - Toronto	2,074.95
89	48266N	De Cicco, Natasha	FMD - Toronto	3,030.75
90	41657N	Defilippis, Rosaria	FMD - Toronto	3,138.75
91	24928Q	Dennis, Jeffrey Mark	FMD - Toronto	3,030.75
92	33229J	Denyes, Martin Kenneth	FMD - Toronto	3,030.75
93	52508V	Di Domenico, Antonio	FMD - Toronto	3,030.75
94	40425C	Do, Huy Anh	FMD - Toronto	3,030.75
95	17308W	Doubilet, David Mark	FMD - Toronto	3,030.75
96	25754W	Downard, Peter Alexander	FMD - Toronto	3,030.75
97	39046D	Eastman, Nancy Megan	FMD - Toronto	3,030.75
98	70580U	Eisen, Valerie Lynn	FMD - Toronto	1,572.75
99	29462G	Elias, John Martin	FMD - Toronto	3,030.75
100	19861J	Emmons, Paul Martin	FMD - Toronto	5,838.75
101	22582W	Erllichman, Stephen Irving	FMD - Toronto	3,030.75
102	49314G	Fabiano, Daniel Aaron	FMD - Toronto	3,030.75
103	42019I	Feldkamp, Claudia Dorothea	FMD - Toronto	3,030.75
104	69965S	Feltrin, Rosemary Claire	FMD - Toronto	1,437.75
105	51520H	Ferris, David Henry	FMD - Toronto	3,030.75
106	56768J	Fetter, Laura Lynn	FMD - Toronto	3,030.75
107	24955K	Fogler, Gary Stuart	FMD - Toronto	3,030.75
108	38216N	Fornazzari, Paolo	FMD - Toronto	3,030.75
109	37096U	Forrest, Gideon Clare	FMD - Toronto	3,030.75
110	33254L	Foster, Garth James	FMD - Toronto	3,030.75
111	53018H	Freelan, Bradley Alexander	FMD - Toronto	3,030.75
112	55214C	Fuke, Daniel Buchanan	FMD - Toronto	3,030.75
113	40841M	Gannon, Patrick Terry	FMD - Toronto	3,030.75
114	31065W	Gascho, Ross Allan	FMD - Toronto	3,030.75
115	63014H	Gedeon, Christelle	FMD - Toronto	3,030.75
116	18433C	Gilbert, Douglas Gardner	FMD - Toronto	3,030.75
117	29877J	Golding, Barbara Lynne	FMD - Toronto	3,030.75
118	61518L	Goodwin, Sarah Heather	FMD - Toronto	3,030.75
119	39809E	Graves, Brian Christopher	FMD - Toronto	3,030.75
120	57871J	Graves, Sarah Elizabeth	FMD - Toronto	3,030.75
121	68744U	Greey, Leslie Margaret	FMD - Toronto	1,756.35
122	61531E	Harper, Jesse Ryan	FMD - Toronto	3,030.75

The Law Society of Upper Canada				
2017 Annual LAWPRO INSURANCE				
FASKEN MARTINEAU DUMOULIN LLP				
				LAWPRO
	Member Number	Member Name	Location	Amount Remitted
123	14046D	Harrison, Robert Smith	FMD - Toronto	3,030.75
124	32282N	Hausman, David Andrew	FMD - Toronto	3,030.75
125	44570D	Herber, Alix Peta	FMD - Toronto	3,030.75
126	26782A	Higgins, Charles Larratt	FMD - Toronto	3,030.75
127	57130P	Hitchens, Simon David	FMD - Toronto	3,030.75
128	19915N	Hoffstein, Maria Elena	FMD - Toronto	5,730.75
129	52550A	Holder, Maria Kavitha	FMD - Toronto	3,138.75
130	20961W	Holmstrom, Jon Joseph	FMD - Toronto	3,030.75
131	39100S	Hooey, Tracy Lynne	FMD - Toronto	3,030.75
132	65546W	Hunter, Gordon Robert	FMD - Toronto	2,074.95
133	63700F	Iaccino, Robert Daniel	FMD - Toronto	2,501.55
134	61555W	Ionson, Kathryn Rosemary	FMD - Toronto	3,030.75
135	29915U	Jarvis, Darrell Esmond	FMD - Toronto	3,138.75
136	70014E	Jaswal, Avneet Kaur	FMD - Toronto	1,437.75
137	40886O	Javier, Janice Joyce	FMD - Toronto	3,030.75
138	45981K	Johnson, David Ian	FMD - Toronto	3,030.75
139	22777L	Johnston, Richard Elliott	FMD - Toronto	3,030.75
140	53300P	Kaba, Daye	FMD - Toronto	3,030.75
141	18829N	Kauffman, Aubrey Etan	FMD - Toronto	3,030.75
142	63293M	Kaufman, Howard Jack	FMD - Toronto	3,030.75
143	22780K	Keith, Norman Alfred	FMD - Toronto	3,030.75
144	21719F	Kelsall, Brian Cyril	FMD - Toronto	3,030.75
145	57459G	Kennedy, Nuala Louise	FMD - Toronto	3,030.75
146	40512K	Kerr, Stephen Bruce	FMD - Toronto	3,030.75
147	68468W	Kharouba, Nora	FMD - Toronto	1,756.35
148	68135N	Khoury, Tala	FMD - Toronto	1,756.35
149	21720M	King, Paul Robert	FMD - Toronto	3,138.75
150	10843G	Kitamura, Arthur Ryoji	FMD - Toronto	3,030.75
151	59847C	Krishnamurti, Arun Sainath	FMD - Toronto	3,030.75
152	28100A	Kruk, John Theodore	FMD - Toronto	3,030.75
153	26965D	Lacy, Alison Janet	FMD - Toronto	3,030.75
154	34754S	Lancaster, Jonathan Frederic	FMD - Toronto	3,138.75
155	67831R	Laurion, Rachel Marie	FMD - Toronto	1,756.35
156	28515D	Law, Daniel Richard	FMD - Toronto	3,138.75
157	53755R	Lefler, Marc Steven	FMD - Toronto	3,030.75
158	15253A	Levin, Jonathan Arlen	FMD - Toronto	3,030.75
159	48329P	Link, Mathias	FMD - Toronto	3,030.75
160	27396G	Loepky, Byron Wade	FMD - Toronto	3,030.75
161	16932D	Lomas, Rand Alexander	FMD - Toronto	3,030.75
162	64494W	LoPatriello, Grant Bernard	FMD - Toronto	3,030.75
163	48334G	Lund, Darren Gerard	FMD - Toronto	3,030.75
164	70666V	Ma, Scott Shiqiu	FMD - Toronto	1,545.75
165	54344J	Mak Waterfall, Ka Yan Bonny	FMD - Toronto	3,030.75
166	58986H	Maladwala, Zohaib Iqbal	FMD - Toronto	3,030.75
167	65617D	Mapa, Ryan Jason	FMD - Toronto	1,756.35
168	43982H	Maric, Vaso	FMD - Toronto	3,030.75
169	24140B	Martin, Paul Joseph	FMD - Toronto	3,030.75
170	44186N	Mboutsiadis, Polixeni	FMD - Toronto	3,030.75
171	43312R	McAleer, Jennifer Lynn	FMD - Toronto	3,030.75
172	25441B	McCallum, Margaret Anne	FMD - Toronto	3,030.75
173	21778T	McCormick, Roxanne Elizabeth	FMD - Toronto	3,030.75
174	13024M	McDowell, Robert Ward	FMD - Toronto	3,030.75
175	46036G	Meagher, Thomas Murray	FMD - Toronto	3,030.75
176	21046A	Miller, Barbara	FMD - Toronto	3,030.75
177	20721U	Milner, Donald Eric	FMD - Toronto	3,030.75
178	47880A	Moore, Brad Robert	FMD - Toronto	3,030.75
179	39209S	Morley, Blair Sean	FMD - Toronto	3,030.75
180	68845G	Mui, Vanessa Wing-Kum	FMD - Toronto	1,756.35
181	31215J	Nero, Ralph Nicholas	FMD - Toronto	3,030.75
182	16085F	New, Douglas Charles	FMD - Toronto	3,030.75
183	53798E	Nikolic, Aleksandar	FMD - Toronto	3,030.75

The Law Society of Upper Canada				
2017 Annual LAWPRO INSURANCE				
FASKEN MARTINEAU DUMOULIN LLP				
				LAWPRO
	Member Number	Member Name	Location	Amount Remitted
184	64019V	Noble, Eowynne Leigh	FMD - Toronto	2,393.55
185	35289S	Nobrega, Ronald Eugene	FMD - Toronto	3,030.75
186	44639E	Nunes, Andrew St.	FMD - Toronto	3,030.75
187	16089M	O'Byrne, Brian Andrew	FMD - Toronto	3,030.75
188	68524G	O'Connor, Aine	FMD - Toronto	1,756.35
189	17889M	Orr, William Kingston	FMD - Toronto	3,030.75
190	15336N	Palmer, Walter James	FMD - Toronto	3,030.75
191	53811B	Paquette, Christian Frédéric	FMD - Toronto	3,030.75
192	45495P	Parachin, Adam	FMD - Toronto	3,030.75
193	62326V	Park, Nicole Renee	FMD - Toronto	3,030.75
194	39233B	Penner, Mark Douglas	FMD - Toronto	3,030.75
195	70417V	Peters, Thomas Matthew	FMD - Toronto	1,437.75
196	10677P	Peterson, James Scott	FMD - Toronto	3,030.75
197	59036A	Pigott, Christopher Donald	FMD - Toronto	3,030.75
198	70718K	Pilkington, Chad Devlin	FMD - Toronto	1,437.75
199	29634T	Pliszka, Peter John	FMD - Toronto	3,030.75
200	36866Q	Plotkin, Ella	FMD - Toronto	3,030.75
201	28605W	Pollock, Katherine Mary	FMD - Toronto	3,030.75
202	60557D	Potter, Kimberly Ellen	FMD - Toronto	3,030.75
203	36577N	Pratt, Tracy Ann	FMD - Toronto	3,030.75
204	60250P	Rae, Christopher Judd	FMD - Toronto	3,030.75
205	23855J	Ranking, Gerald Lancaster	FMD - Toronto	3,030.75
206	19684R	Rapuch, Rubin	FMD - Toronto	3,030.75
207	14947B	Rickett, Samuel Roy	FMD - Toronto	3,030.75
208	70108H	Rivers, Mariko Tess	FMD - Toronto	1,437.75
209	63839K	Robar, Nicholas Dwight	FMD - Toronto	2,393.55
210	10611G	Robinson, John Michael	FMD - Toronto	3,030.75
211	38427G	Roddey, Robin Peter	FMD - Toronto	3,030.75
212	62626O	Rodrigue, Marc Alexander	FMD - Toronto	3,030.75
213	66064K	Rolland, Megan Langford	FMD - Toronto	2,074.95
214	14953L	Rose, Leslie Harris	FMD - Toronto	3,030.75
215	25102F	Rosenbaum, David Charles	FMD - Toronto	3,030.75
216	23872J	Rosenhek, Steven Felix	FMD - Toronto	3,030.75
217	26341W	Round, Michael John	FMD - Toronto	3,030.75
218	59056L	Roy, Allyson Lindsay	FMD - Toronto	3,138.75
219	43357T	Sabetti, Johnny Michael	FMD - Toronto	3,030.75
220	44024V	Saloojee-Ebrahim, Munier Muhammad	FMD - Toronto	3,030.75
221	39890J	Sargeant, Karen Marie	FMD - Toronto	3,030.75
222	12137T	Schwartz, Alan Martin	FMD - Toronto	5,730.75
223	32448Q	Scott, Douglas Hungerford	FMD - Toronto	3,030.75
224	13290M	Scott, Douglas Robert	FMD - Toronto	3,030.75
225	41023P	Sells, Berkley Dorian	FMD - Toronto	3,030.75
226	60605I	Shaw, William Douglas	FMD - Toronto	3,030.75
227	62375S	Shelly, Deanah Isabel	FMD - Toronto	3,030.75
228	08779J	Shirriff, Robert	FMD - Toronto	3,030.75
229	34887B	Simone, Lisa Reglna	FMD - Toronto	1,437.75
230	66480U	Singh, Nicole Renee	FMD - Toronto	2,074.95
231	21458P	Smeenk, Brian Peter	FMD - Toronto	3,030.75
232	29683Q	Smiley, Neil Morley	FMD - Toronto	3,138.75
233	20778I	Smitheman, Neal Joseph	FMD - Toronto	8,430.75
234	39289Q	Squire, Timothy Michael	FMD - Toronto	3,030.75
235	36096J	Steeves, Christopher John	FMD - Toronto	3,030.75
236	46109C	Stefan, Aaron Joseph	FMD - Toronto	3,030.75
237	28257B	Steinberg, Richard Jon	FMD - Toronto	3,030.75
238	66491K	Steinhauer, David Joshua	FMD - Toronto	2,074.95
239	55989I	Stern, Gabriel Morris	FMD - Toronto	3,030.75
240	41774D	Stevens, Geoffrey Sean	FMD - Toronto	3,030.75
241	23262G	Stinson, John Mark	FMD - Toronto	3,030.75
242	68915O	Sud, Brittany Shay	FMD - Toronto	1,756.35
243	70769W	Tarter, Ronnie Mitchell	FMD - Toronto	1,437.75
244	38498G	Thaw, Mitchell Lyon	FMD - Toronto	3,030.75



The Law Society of Upper Canada			
2017 Annual LAWPRO INSURANCE			
FASKEN MARTINEAU DUMOULIN LLP			
			LAWPRO
Member Number	Member Name	Location	Amount Remitted
245	56965B Todd, Shane Donald	FMD - Toronto	3,030.75
246	55683Q Toppings, Vera	FMD - Toronto	3,030.75
247	28274B Torrey, John Winthrop	FMD - Toronto	3,030.75
248	48428J Toth, Krisztian	FMD - Toronto	3,030.75
249	30144R Turner, John Stephen	FMD - Toronto	3,030.75
250	58478J Turner, Laurie Michelle	FMD - Toronto	3,030.75
251	59220K Turney, Sarah Jane	FMD - Toronto	3,138.75
252	19017D Vair, Peter Wardlaw	FMD - Toronto	3,030.75
253	66508D Van Esch, Peter Corum	FMD - Toronto	2,074.95
254	42980E Vandereist, Ingrid Elaine	FMD - Toronto	3,030.75
255	58482E VanDerMeulen, Jacqueline Denise	FMD - Toronto	3,030.75
256	62430G Wansbrough, Jonathan Marc	FMD - Toronto	3,030.75
257	37378R Weigl, Corina Susan	FMD - Toronto	3,030.75
258	64677C Worone, Allison Marie	FMD - Toronto	2,393.55
259	20132B Wright, Brian Gregory	FMD - Toronto	3,030.75
260	54477P Yip, Kevin Ho-Tung	FMD - Toronto	3,030.75
261	67249Q Youdan, Caroline Patricia	FMD - Toronto	2,393.55
262	68955N Younan, Rachel Elizabeth	FMD - Toronto	1,756.35
263	68320T Young, Janna Lorin	FMD - Toronto	1,756.35
264	64294T Yu, Hua Zhou	FMD - Toronto	2,393.55
265	67252P Ziegler, David Adam	FMD - Toronto	3,030.75
266	57999B Cartagena, Rosario Guadalupe	FMD - Toronto	
267	63481G Robinson, Julie	FMD - Ottawa	
			\$764,122.95
Less: Discount for 265 persons (\$50 + 8% tax)			(14,310.00)
			749,812.95

\*\*\* PROFESSIONAL LIABILITY INSURANCE INVOICE \*\*\*

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LAW SOCIETY OF UPPER CANADA

To: VALERIE LYNN EISEN  
FASKEN MARTINEAU DUMOULIN LL  
#2400 - 333 BAY ST  
PO BOX 20, BAY ADELAIDE CTR  
TORONTO, ON M5H 2T6  
Attention: Accounts Payable

Invoice Date: 01 DEC 2016  
Policy Effective/Due Date: 01 JAN 2017  
Total Amount: \$1,572.75  
Account: A070580U

\*\*\* PREMIUM DETAIL \*\*\*

Description	Amount
ADJUSTED BASE-RATED PREMIUM	\$1,456.25
PST	\$116.50
*** TOTAL ***	<u>\$1,572.75</u>

\*\*\* INSTALMENT SUMMARY \*\*\*

Instalment Date	Original Amount	Paid Amount	Open Amount
** PAYABLE 01 JAN 2017 **	\$1,572.75	\$0.00	\$1,572.75
Total	<u>\$1,572.75</u>	<u>\$0.00</u>	<u>\$1,572.75</u>

\* \* \* \* \*

An early payment discount is applicable only when the lump sum amount is paid by cheque or pre-authorized bank account withdrawal, received at LAWPRO on or before 07 FEB 2017.

On or before 07 FEB 2017, pay only: \$1,518.75  
After 07 FEB 2017, pay: \$1,572.75

Please note that paying lump sum by credit card is NOT eligible for the discount.

(Detach and return with payment)

Policy: 1-70580U	Due Date: 01 JAN 2017
Account: A070580U Firm: A034480	Instalment Total: \$1,572.75
EISEN, VALERIE LYNN	Balance: \$1,572.75
	Amount Enclosed: _____
Pay To: Law Society of Upper Canada	
c/o Lawyers' Professional Indemnity Company	
250 Yonge Street	
Suite 3101, P.O. Box 3	
Toronto, ON M5B 2L7	

\* Please write your POLICY NUMBER and ACCOUNT on the front of your cheque \*

\*\*\* FIRM SUMMARY \*\*\*

LAW SOCIETY OF UPPER CANADA

Page 1 of 9

To: FASKEN MARTINEAU DUMOULIN LLP  
#2400 - 333 BAY ST  
PO BOX 20, BAY ADELAIDE CTR  
TORONTO, ON M5H 2T6

Invoice Date: 24 NOV 2016  
Policy Effective/Due Date: 01 JAN 2017  
Total Amount: \$771,642.45  
Account: A034480

Attention: Accounts Payable

\*\*\* PREMIUM DETAIL \*\*\*

Description	Amount
CLAIMS HISTORY LEVY SURCHARGE	\$17,500.00
ADJUSTED BASE-RATED PREMIUM	\$696,983.75
PST	\$57,158.70
*** TOTAL ***	\$771,642.45

\*\*\* INSTALMENT SUMMARY \*\*\*

Instalment Date	Original Amount	Paid Amount	Open Amount
** PAYABLE 01 JAN 2017 **	\$771,642.45	\$0.00	\$771,642.45
*** TOTAL ***	\$771,642.45	\$0.00	\$771,642.45

Early payment discount: Before 07 FEB 2017, pay only: \$757,224.45  
After 07 FEB 2017, pay: \$771,642.45  
Save: \$14,418.00

Less. \* John Campbell  
\* Nick Shkordoff  
\* Ian MacGregor.

(Detach and return with payment)

Account: A034480	Due Date: 01 JAN 2017
FASKEN MARTINEAU DUMOULIN LLP	Instalment Total: \$771,642.45
	Balance: \$771,642.45
Pay To: Law Society of Upper Canada	Amount Enclosed:
c/o Lawyers' Professional Indemnity Company	
250 Yonge Street	
Suite 3101, P.O. Box 3	
Toronto, ON M5B 2L7	

\* Please attach a copy of the Firm Summary to your cheque \*

### \*\*\* FIRM SUMMARY \*\*\*

Firm: A034480

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The following members are covered on this summary:

Member Number	Member Name	Instalment Amount	Total Premium	Outstanding Amount
A029180J	ACKER, STEPHEN BETHUNE	\$3,030.75	\$3,030.75	\$3,030.75
A040742S	AGGARWAL, ANIL	\$3,030.75	\$3,030.75	\$3,030.75
A048219I	ALLEYNE, ANDREW CARLISLE	\$3,030.75	\$3,030.75	\$3,030.75
A047747G	ARMSTRONG, SARAH JANE	\$3,030.75	\$3,030.75	\$3,030.75
A067409U	ARSENEAULT, SOPHIE	\$1,756.35	\$1,756.35	\$1,756.35
A026074W	ASCHERL, PIERRE SAMUEL	\$3,030.75	\$3,030.75	\$3,030.75
A044490B	ATKINSON, AARON JOSEPH	\$3,030.75	\$3,030.75	\$3,030.75
A019418F	BALDANZA, ANTHONY FRANK	\$3,030.75	\$3,030.75	\$3,030.75
A051880K	BARANIAK, ADRIAN WOJTEK	\$3,030.75	\$3,030.75	\$3,030.75
A022964J	BARLOW, WILLIAM THOMAS	\$3,030.75	\$3,030.75	\$3,030.75
A046801K	BATISTA, DANIEL	\$3,030.75	\$3,030.75	\$3,030.75
A040758L	BEARDWOOD, JOHN PAUL	\$3,030.75	\$3,030.75	\$3,030.75
A060031U	BECK, KATHRYN LAUREN	\$3,030.75	\$3,030.75	\$3,030.75
A066838B	BELLEFONTAINE, CRAIG STEPHEN	\$2,074.95	\$2,074.95	\$2,074.95
A043421F	BENITAH, ARMAND MANDY	\$3,030.75	\$3,030.75	\$3,030.75
A064320V	BERTOLLO, JESSICA ELLEN	\$2,393.55	\$2,393.55	\$2,393.55
A015865S	BIES, WILLIAM JOHN	\$3,030.75	\$3,030.75	\$3,030.75
A014693R	BLAIN, STEPHEN BRUCE	\$3,030.75	\$3,030.75	\$3,030.75
A032757H	BLIMKIE, MAURICE STEPHEN	\$3,138.75	\$3,138.75	\$3,138.75
A048684P	BOEHM, MICHAEL SCOTT	\$5,730.75	\$5,730.75	\$5,730.75
A026453V	BOURASSA, MICHAEL JOHN	\$3,030.75	\$3,030.75	\$3,030.75
A067684S	BOWMAN, MARK ANDREW ARTHUR	\$1,756.35	\$1,756.35	\$1,756.35
A029393R	BRAITHWAITE, MURRAY JAMES	\$3,030.75	\$3,030.75	\$3,030.75
A055166U	BRATT, ANDREW LAMPERT	\$3,030.75	\$3,030.75	\$3,030.75
A022980N	BRENNAN, MARK STEVEN	\$3,138.75	\$3,138.75	\$3,138.75
A044955B	BROCK, DANIEL LAWRENCE	\$3,030.75	\$3,030.75	\$3,030.75
A043430D	BROTMAN, STUART LESLIE	\$3,030.75	\$3,030.75	\$3,030.75
A024894A	BROWN, MURRAY CRAIG GIBSON	\$3,030.75	\$3,030.75	\$3,030.75
A017353M	BURKETT, BRIAN WILLIAM TIMOTHY	\$3,030.75	\$3,030.75	\$3,030.75
A049702D	BUTTERFIELD, KATHLEEN ELLIE	\$3,030.75	\$3,030.75	\$3,030.75
A054709T	CAMERON, ALEXANDER DUGAN	\$3,030.75	\$3,030.75	\$3,030.75
A048017N	CAMPBELL, IAN MARSHALL	\$3,030.75	\$3,030.75	\$3,030.75
<del>A014121C</del>	<del>CAMPION, JOHN ADAIR</del>	<del>\$3,030.75</del>	<del>\$3,030.75</del>	<del>\$3,030.75</del>
A068675I	CAPLAN, CALEIGH REBECCA	\$1,864.35	\$1,864.35	\$1,864.35
A013962V	CARR, HOWARD MARK	\$5,730.75	\$5,730.75	\$5,730.75

\*\*\* FIRM SUMMARY \*\*\*

Firm: A034480

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Member Number	Member Name	Instalment Amount	Total Premium	Outstanding Amount
A018709M	CARTER, CRAIG RICHARD	\$3,138.75	\$3,138.75	\$3,138.75
A046822R	CASUCCIO, PAUL VINCENT	\$3,030.75	\$3,030.75	\$3,030.75
A057365D	CATTON RINALDI, JESSICA MORGAN	\$3,030.75	\$3,030.75	\$3,030.75
A041742G	CENTA, ANDREA LISA	\$3,138.75	\$3,138.75	\$3,138.75
A011370P	CHAPMAN, ROBERT DOUGLAS	\$3,030.75	\$3,030.75	\$3,030.75
A055782K	CHEUNG, RICHARD YOLANDE	\$3,030.75	\$3,030.75	\$3,030.75
A062137I	CHOCHLA, DYLAN ANTHONY	\$3,030.75	\$3,030.75	\$3,030.75
A065048S	CHOI, JIYUNG	\$3,030.75	\$3,030.75	\$3,030.75
A068688N	CHOW, NOEL LOK-YAN	\$1,756.35	\$1,756.35	\$1,756.35
A047098T	CHRISTENSEN, KOKER KOLSTEREN	\$3,030.75	\$3,030.75	\$3,030.75
A019815A	CHRISTIE, KATHERINE	\$3,138.75	\$3,138.75	\$3,138.75
A058854U	CHWALUK, MYROSLAV THEODORE	\$3,030.75	\$3,030.75	\$3,030.75
A017371I	CLARK, STEPHEN DOUGLAS ALFRED	\$3,030.75	\$3,030.75	\$3,030.75
A063979W	CONNELLY, JUSTINE ELLEN	\$2,393.55	\$2,393.55	\$2,393.55
A024914P	CONOVER, SCOTT DOUGLAS	\$3,030.75	\$3,030.75	\$3,030.75
A070258N	CONRAD, DANIEL	\$1,437.75	\$1,437.75	\$1,437.75
A035426A	COOPER, LAURA FLORENCE	\$3,030.75	\$3,030.75	\$3,030.75
A032193N	COOPER, ROSALIND HOPE	\$3,030.75	\$3,030.75	\$3,030.75
A014153W	COSMAN, ROBERT WILLIAM HAYDEN	\$3,030.75	\$3,030.75	\$3,030.75
A041850V	CRAIG, JOHN DAVID RANDALL	\$3,030.75	\$3,030.75	\$3,030.75
A064362M	CROMBIE, REID CHRISTOPHER MICH	\$2,074.95	\$2,074.95	\$2,074.95
A015913A	CUTHBERT, VERNA EVELYN	\$1,329.75	\$1,329.75	\$1,329.75
A048266N	DE CICCIO, NATASHA	\$3,030.75	\$3,030.75	\$3,030.75
A041657N	DEFILIPPIS, ROSARIA	\$3,138.75	\$3,138.75	\$3,138.75
A024928Q	DENNIS, JEFFREY MARK	\$3,030.75	\$3,030.75	\$3,030.75
A033229J	DENYES, MARTIN KENNETH	\$3,030.75	\$3,030.75	\$3,030.75
A052508V	DI DOMENICO, ANTONIO	\$3,030.75	\$3,030.75	\$3,030.75
A040425C	DO, HUY ANH	\$3,030.75	\$3,030.75	\$3,030.75
A017308W	DOUBILET, DAVID MARK	\$3,030.75	\$3,030.75	\$3,030.75
A025754W	DOWNARD, PETER ALEXANDER	\$3,030.75	\$3,030.75	\$3,030.75
A020288G	DUNBAR, LAURENCE JAMES EDWARD	\$3,030.75	\$3,030.75	\$3,030.75
A039046D	EASTMAN, NANCY MEGAN	\$3,030.75	\$3,030.75	\$3,030.75
A029462G	ELIAS, JOHN MARTIN	\$3,030.75	\$3,030.75	\$3,030.75
A019861J	EMMONS, PAUL MARTIN	\$5,838.75	\$5,838.75	\$5,838.75
A022582W	ERLICHMAN, STEPHEN IRVING	\$3,030.75	\$3,030.75	\$3,030.75
A049314G	FABIANO, DANIEL AARON	\$3,030.75	\$3,030.75	\$3,030.75

\*\*\* FIRM SUMMARY \*\*\*

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Member Number	Member Name	Instalment Amount	Total Premium	Outstanding Amount
A042019I	FELDKAMP, CLAUDIA DOROTHEA	\$3,030.75	\$3,030.75	\$3,030.75
A069965S	FELTRIN, ROSEMARY CLAIRE	\$1,437.75	\$1,437.75	\$1,437.75
A051520H	FERRIS, DAVID HENRY	\$3,030.75	\$3,030.75	\$3,030.75
A056768J	FETTER, LAURA LYNN	\$3,030.75	\$3,030.75	\$3,030.75
A024955K	FOGLER, GARY STUART	\$3,030.75	\$3,030.75	\$3,030.75
A038216N	FORNAZZARI, PAOLO	\$3,030.75	\$3,030.75	\$3,030.75
A037096U	FORREST, GIDEON CLARE	\$3,030.75	\$3,030.75	\$3,030.75
A033254L	FOSTER, GARTH JAMES	\$3,030.75	\$3,030.75	\$3,030.75
A053018H	FREELAN, BRADLEY ALEXANDER	\$3,030.75	\$3,030.75	\$3,030.75
A055214C	FUKE, DANIEL BUCHANAN	\$3,030.75	\$3,030.75	\$3,030.75
A040841M	GANNON, PATRICK TERRY JAMES	\$3,030.75	\$3,030.75	\$3,030.75
A031065W	GASCHO, ROSS ALLAN	\$3,030.75	\$3,030.75	\$3,030.75
A063014H	GEDEON, CHRISTELLE	\$3,030.75	\$3,030.75	\$3,030.75
A018433C	GILBERT, DOUGLAS GARDNER	\$3,030.75	\$3,030.75	\$3,030.75
A032261G	GIORNO, GUY WILLIAM JAMES	\$3,030.75	\$3,030.75	\$3,030.75
A029877J	GOLDING, BARBARA LYNN	\$3,030.75	\$3,030.75	\$3,030.75
A061518L	GOODWIN, SARAH HEATHER	\$3,030.75	\$3,030.75	\$3,030.75
A032860T	GOURLEY, ALBERT CARLISLE	\$3,030.75	\$3,030.75	\$3,030.75
A039809E	GRAVES, BRIAN CHRISTOPHER	\$3,030.75	\$3,030.75	\$3,030.75
A057871J	GRAVES, SARAH ELIZABETH THELMA	\$3,030.75	\$3,030.75	\$3,030.75
A068744U	GREEY, LESLIE MARGARET	\$1,756.35	\$1,756.35	\$1,756.35
A046320G	HALWAGI, JONATHAN	\$1,437.75	\$1,437.75	\$1,437.75
A061531E	HARPER, JESSE RYAN	\$3,030.75	\$3,030.75	\$3,030.75
A014046D	HARRISON, ROBERT SMITH	\$3,030.75	\$3,030.75	\$3,030.75
A032282N	HAUSMAN, DAVID ANDREW	\$3,030.75	\$3,030.75	\$3,030.75
A034707N	HEERSCHE, TANNEKE BRUNILDE	\$3,030.75	\$3,030.75	\$3,030.75
A044570D	HERBER, ALIX PETA	\$3,030.75	\$3,030.75	\$3,030.75
A026782A	HIGGINS, CHARLES LARRATT KINGL	\$3,030.75	\$3,030.75	\$3,030.75
A057130P	HITCHENS, SIMON DAVID	\$3,030.75	\$3,030.75	\$3,030.75
A019915N	HOFFSTEIN, MARIA ELENA	\$5,730.75	\$5,730.75	\$5,730.75
A052550A	HOLDER, MARIA KAVITHA	\$3,138.75	\$3,138.75	\$3,138.75
A020961W	HOLMSTROM, JON JOSEPH	\$3,030.75	\$3,030.75	\$3,030.75
A039100S	HOOEY, TRACY LYNN	\$3,030.75	\$3,030.75	\$3,030.75
A065546W	HUNTER, GORDON ROBERT	\$2,074.95	\$2,074.95	\$2,074.95
A063700F	IACCINO, ROBERT DANIEL	\$2,501.55	\$2,501.55	\$2,501.55
A061555W	IONSON, KATHRYN ROSEMARY	\$3,030.75	\$3,030.75	\$3,030.75

\*\*\* FIRM SUMMARY \*\*\*

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Member Number	Member Name	Instalment Amount	Total Premium	Outstanding Amount
A029915U	JARVIS, DARRELL ESMOND	\$3,138.75	\$3,138.75	\$3,138.75
A070014E	JASWAL, AVNEET KAUR	\$1,437.75	\$1,437.75	\$1,437.75
A040886O	JAVIER, JANICE JOYCE DEL ROSAR	\$3,030.75	\$3,030.75	\$3,030.75
A028807R	JODOIN, JOSEPH PIERRE EDOUARD	\$1,437.75	\$1,437.75	\$1,437.75
A045981K	JOHNSON, DAVID IAN	\$3,030.75	\$3,030.75	\$3,030.75
A022777L	JOHNSTON, RICHARD ELLIOTT	\$3,030.75	\$3,030.75	\$3,030.75
A053300P	KABA, DAYE	\$3,030.75	\$3,030.75	\$3,030.75
A041702H	KATZ, JODI	\$3,030.75	\$3,030.75	\$3,030.75
A018829N	KAUFFMAN, AUBREY ETAN	\$3,030.75	\$3,030.75	\$3,030.75
A063293M	KAUFMAN, HOWARD JACK	\$3,030.75	\$3,030.75	\$3,030.75
A022780K	KEITH, NORMAN ALFRED	\$3,030.75	\$3,030.75	\$3,030.75
A021719F	KELSALL, BRIAN CYRIL	\$3,030.75	\$3,030.75	\$3,030.75
A058068J	KENNEDY, JULIA MARIE WILLIAMS	\$3,030.75	\$3,030.75	\$3,030.75
A057459G	KENNEDY, NUALA LOUISE	\$3,030.75	\$3,030.75	\$3,030.75
A040512K	KERR, STEPHEN BRUCE	\$3,030.75	\$3,030.75	\$3,030.75
A041507H	KERR-WILSON, GERALD LEITCH	\$3,030.75	\$3,030.75	\$3,030.75
A068468W	KHAROUBA, NORA	\$1,756.35	\$1,756.35	\$1,756.35
A068135N	KHOURY, TALA	\$1,756.35	\$1,756.35	\$1,756.35
A062545Q	KIMPTON, STEFAN ANTHONY ALBERT	\$3,030.75	\$3,030.75	\$3,030.75
A021720M	KING, PAUL ROBERT	\$3,138.75	\$3,138.75	\$3,138.75
A027648V	KIRBY, PETER EDMOND	\$1,437.75	\$1,437.75	\$1,437.75
A010843G	KITAMURA, ARTHUR RYOJI	\$3,030.75	\$3,030.75	\$3,030.75
A059847C	KRISHNAMURTI, ARUN SAINATH	\$3,030.75	\$3,030.75	\$3,030.75
A028100A	KRUK, JOHN THEODORE	\$3,030.75	\$3,030.75	\$3,030.75
A026965D	LACY, ALISON JANET	\$3,030.75	\$3,030.75	\$3,030.75
A034754S	LANCASTER, JONATHAN FREDERIC	\$3,138.75	\$3,138.75	\$3,138.75
A067831R	LAURION, RACHEL MARIE	\$1,756.35	\$1,756.35	\$1,756.35
A028515D	LAW, DANIEL RICHARD	\$3,138.75	\$3,138.75	\$3,138.75
A053755R	LEFLER, MARC STEVEN	\$3,030.75	\$3,030.75	\$3,030.75
A015253A	LEVIN, JONATHAN ARLEN	\$3,030.75	\$3,030.75	\$3,030.75
A048329P	LINK, MATHIAS	\$3,030.75	\$3,030.75	\$3,030.75
A027396G	LOEPPKY, BYRON WADE	\$3,030.75	\$3,030.75	\$3,030.75
A058082V	LOGVIN, ALEXANDRA	\$3,030.75	\$3,030.75	\$3,030.75
A016932D	LOMAS, RAND ALEXANDER	\$3,030.75	\$3,030.75	\$3,030.75
A064494W	LOPATRIELLO, GRANT BERNARD COS	\$3,030.75	\$3,030.75	\$3,030.75
A047410N	LORQUET, SEBASTIEN JACQUES DAN	\$3,030.75	\$3,030.75	\$3,030.75

\*\*\* FIRM SUMMARY \*\*\*

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Member Number	Member Name	Instalment Amount	Total Premium	Outstanding Amount
A048334G	LUND, DARREN GERARD	\$3,030.75	\$3,030.75	\$3,030.75
A070666V	MA, SCOTT SHIQIU	\$1,545.75	\$1,545.75	\$1,545.75
<del>A010072D</del>	<del>MACGREGOR, IAN</del>	<del>\$3,030.75</del>	<del>\$3,030.75</del>	<del>\$3,030.75</del>
A054344J	MAK WATERFALL, KA YAN BONNY	\$3,030.75	\$3,030.75	\$3,030.75
A058986H	MALADWALA, ZOHAIB IQBAL	\$3,030.75	\$3,030.75	\$3,030.75
A035269H	MANTAS, PETER NICK	\$3,030.75	\$3,030.75	\$3,030.75
A065617D	MAPA, RYAN JASON	\$1,756.35	\$1,756.35	\$1,756.35
A043982H	MARIC, VASO	\$3,030.75	\$3,030.75	\$3,030.75
A024140B	MARTIN, PAUL JOSEPH	\$3,030.75	\$3,030.75	\$3,030.75
A044186N	MBOUTSIADIS, JENNY POLIXENI	\$3,030.75	\$3,030.75	\$3,030.75
A043312R	MCALEER, JENNIFER	\$3,030.75	\$3,030.75	\$3,030.75
A025441B	MCCALLUM, MARGARET ANNE	\$3,030.75	\$3,030.75	\$3,030.75
A012495H	MCCANN, PATRICK FRANCIS DAVID	\$3,030.75	\$3,030.75	\$3,030.75
A021778T	MCCORMICK, ROXANNE ELIZABETH	\$3,030.75	\$3,030.75	\$3,030.75
A013024M	MCDOWELL, ROBERT WARD	\$3,030.75	\$3,030.75	\$3,030.75
A054177W	MCMINN, VANESSA LEA	\$3,030.75	\$3,030.75	\$3,030.75
A046036G	MEAGHER, THOMAS MURRAY	\$3,030.75	\$3,030.75	\$3,030.75
A021046A	MILLER, BARBARA	\$3,030.75	\$3,030.75	\$3,030.75
A020721U	MILNER, DONALD ERIC	\$3,030.75	\$3,030.75	\$3,030.75
A035280I	MILTON, LESLIE JEAN FRANCES	\$3,030.75	\$3,030.75	\$3,030.75
A057211N	MONET, DOMINIQUE AUBREY	\$1,437.75	\$1,437.75	\$1,437.75
A047880A	MOORE, BRAD ROBERT GEORGE	\$3,030.75	\$3,030.75	\$3,030.75
A039209S	MORLEY, BLAIR SEAN LISLE	\$3,030.75	\$3,030.75	\$3,030.75
A068845G	MUI, VANESSA WING-KUM	\$1,756.35	\$1,756.35	\$1,756.35
A031215J	NERO, RALPH NICHOLAS	\$3,030.75	\$3,030.75	\$3,030.75
A016085F	NEW, DOUGLAS CHARLES	\$3,030.75	\$3,030.75	\$3,030.75
A053798E	NIKOLIC, ALEKSANDAR	\$3,030.75	\$3,030.75	\$3,030.75
A064019V	NOBLE, EOWYNNE LEIGH	\$2,393.55	\$2,393.55	\$2,393.55
A035289S	NOBREGA, RONALD EUGENE	\$3,030.75	\$3,030.75	\$3,030.75
A044639E	NUNES, ANDREW ST. AUBIN	\$3,030.75	\$3,030.75	\$3,030.75
A016089M	O'BYRNE, BRIAN ANDREW THOMAS	\$3,030.75	\$3,030.75	\$3,030.75
A068524G	O'CONNOR, AINE	\$1,756.35	\$1,756.35	\$1,756.35
A024806A	O'NEILL, JAMES AIDAN	\$3,030.75	\$3,030.75	\$3,030.75
A017889M	ORR, WILLIAM KINGSTON	\$3,030.75	\$3,030.75	\$3,030.75
A015336N	PALMER, WALTER JAMES	\$3,030.75	\$3,030.75	\$3,030.75
A053811B	PAQUETTE, CHRISTIAN FREDERIC M	\$3,030.75	\$3,030.75	\$3,030.75

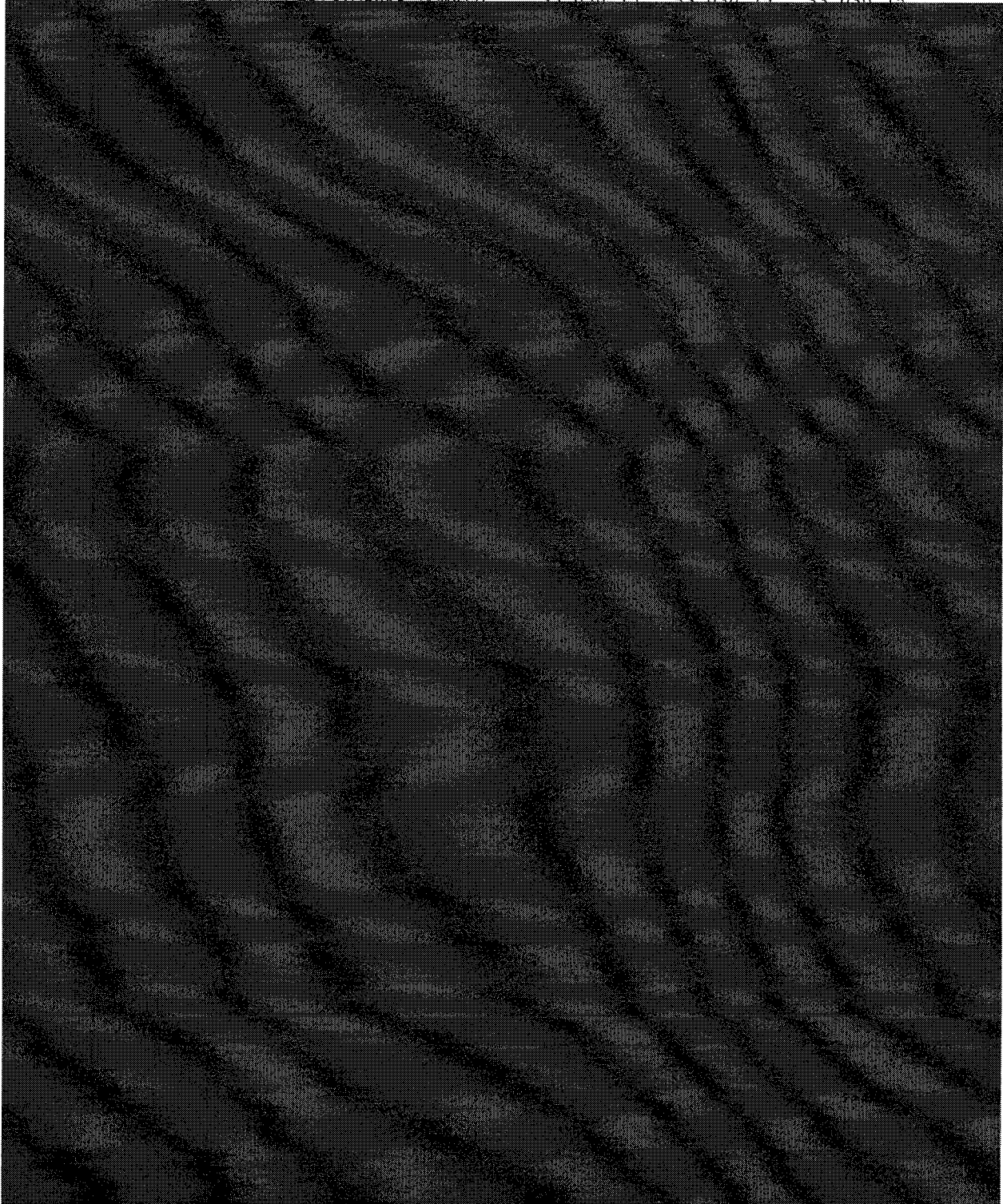


\*\*\* FIRM SUMMARY \*\*\*

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Member Number	Member Name	Instalment Amount	Total Premium	Outstanding Amount
A045495P	PARACHIN, MICAH ADAM	\$3,030.75	\$3,030.75	\$3,030.75
A049095H	PARISIEN, JUDITH LORRAINE ANNE	\$3,030.75	\$3,030.75	\$3,030.75
A062326V	PARK, NICOLE RENEE	\$3,030.75	\$3,030.75	\$3,030.75
A039233B	PENNER, MARK DOUGLAS	\$3,030.75	\$3,030.75	\$3,030.75
A070417V	PETERS, THOMAS MATTHEW	\$1,437.75	\$1,437.75	\$1,437.75
A010677P	PETERSON, JAMES SCOTT	\$3,030.75	\$3,030.75	\$3,030.75
A059036A	PICOTT, CHRISTOPHER DONALD	\$3,030.75	\$3,030.75	\$3,030.75



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Member Number	Member Name	Instalment Amount	Total Premium	Outstanding Amount
A013290M	SCOTT, DOUGLAS ROBERT	\$3,030.75	\$3,030.75	\$3,030.75
A041023P	SELLS, BERKLEY DORIAN	\$3,030.75	\$3,030.75	\$3,030.75
A060605I	SHAW, WILLIAM DOUGLAS	\$3,030.75	\$3,030.75	\$3,030.75
A062375S	SHELLY, DEANAH ISABEL	\$3,030.75	\$3,030.75	\$3,030.75
A008779J	SHIRRIFF, ROBERT LINDSEY	\$3,030.75	\$3,030.75	\$3,030.75
<del>A058742V</del>	<del>SHKORDOFF, NICHOLAS ALEXANDER</del>	<del>\$3,030.75</del>	<del>\$3,030.75</del>	<del>\$3,030.75</del>
A069230L	SHORTT, MICHAEL JAMES	\$1,437.75	\$1,437.75	\$1,437.75
A034887B	SIMONE, LISA REGINA	\$1,437.75	\$1,437.75	\$1,437.75
A066480U	SINGH, NICOLE RENEE	\$2,074.95	\$2,074.95	\$2,074.95
A021458P	SMEENK, BRIAN PETER LEONARD JO	\$3,030.75	\$3,030.75	\$3,030.75
A029683Q	SMILEY, NEIL MORLEY	\$3,138.75	\$3,138.75	\$3,138.75
A020778I	SMITHEMAN, NEAL JOSEPH	\$8,430.75	\$8,430.75	\$8,430.75
A027727E	SOSNOW, CLIFFORD ZANGWILL	\$3,030.75	\$3,030.75	\$3,030.75
A039289Q	SQUIRE, TIMOTHY MICHAEL	\$3,030.75	\$3,030.75	\$3,030.75
A036096J	STEEVES, CHRISTOPHER JOHN	\$3,030.75	\$3,030.75	\$3,030.75
A046109C	STEFAN, AARON JOSEPH	\$3,030.75	\$3,030.75	\$3,030.75
A028257B	STEINBERG, RICHARD JON	\$3,030.75	\$3,030.75	\$3,030.75
A066491K	STEINHAUER, DAVID JOSHUA	\$2,074.95	\$2,074.95	\$2,074.95
A055989I	STERN, GABRIEL MORRIS ALYLUIA	\$3,030.75	\$3,030.75	\$3,030.75
A041774D	STEVENS, GEOFFREY SEAN STEWART	\$3,030.75	\$3,030.75	\$3,030.75
A023262G	STINSON, JOHN MARK	\$3,030.75	\$3,030.75	\$3,030.75
A068915O	SUD, BRITTANY SHAY	\$1,756.35	\$1,756.35	\$1,756.35
A070769W	TARTER, RONNIE MITCHELL	\$1,437.75	\$1,437.75	\$1,437.75
A038498G	THAW, MITCHELL LYON	\$3,030.75	\$3,030.75	\$3,030.75
A058470S	THOMAS, ARIEL ALISON	\$3,030.75	\$3,030.75	\$3,030.75
A056965B	TODD, SHANE DONALD	\$3,030.75	\$3,030.75	\$3,030.75
A055683Q	TOPPINGS, VERA	\$3,030.75	\$3,030.75	\$3,030.75
A028274B	TORREY, JOHN WINTHROP	\$3,030.75	\$3,030.75	\$3,030.75
A028885A	TOSTO, ANNA MARIA	\$3,030.75	\$3,030.75	\$3,030.75
A048428J	TOTH, KRISZTIAN	\$3,030.75	\$3,030.75	\$3,030.75
A030144R	TURNER, JOHN STEPHEN MORRIS	\$3,030.75	\$3,030.75	\$3,030.75
A058478J	TURNER, LAURIE MICHELLE	\$3,030.75	\$3,030.75	\$3,030.75
A059220K	TURNER, SARAH JANE	\$3,138.75	\$3,138.75	\$3,138.75
A041174R	VACHON, CLAIRE	\$3,030.75	\$3,030.75	\$3,030.75
A019017D	VAIR, PETER WARDLAW	\$3,030.75	\$3,030.75	\$3,030.75

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Member Number	Member Name	Instalment Amount	Total Premium	Outstanding Amount
A066508D	VAN ESCH, PETER CORUM	\$2,074.95	\$2,074.95	\$2,074.95
A042980E	VANDERELST, INGRID ELAINE	\$3,030.75	\$3,030.75	\$3,030.75
A058482E	VANDERMEULEN, JACQUELINE DENIS	\$3,030.75	\$3,030.75	\$3,030.75
A032598W	VILLANI, PETER	\$1,437.75	\$1,437.75	\$1,437.75
A062430G	WANSBROUGH, JONATHAN MARC	\$3,030.75	\$3,030.75	\$3,030.75
A037378R	WEIGL, CORINA SUSAN	\$3,030.75	\$3,030.75	\$3,030.75
A062669B	WEXLER, Yael NORA	\$3,030.75	\$3,030.75	\$3,030.75
A020405A	WHITEHEAD, STEPHEN PAUL	\$3,030.75	\$3,030.75	\$3,030.75
A030200B	WIENER, NEIL	\$1,437.75	\$1,437.75	\$1,437.75
A064677C	WORONE, ALLISON MARIE	\$2,393.55	\$2,393.55	\$2,393.55
A020132B	WRIGHT, BRIAN GREGORY	\$3,030.75	\$3,030.75	\$3,030.75
A054477P	YIP, KEVIN HO-TUNG	\$3,030.75	\$3,030.75	\$3,030.75
A067249Q	YUDAN, CAROLINE PATRICIA	\$2,393.55	\$2,393.55	\$2,393.55
A068955N	YOUNAN, RACHEL ELIZABETH	\$1,756.35	\$1,756.35	\$1,756.35
A068320T	YOUNG, JANNA LORIN W.	\$1,756.35	\$1,756.35	\$1,756.35
A064294T	YU, HUA ZHOU	\$2,393.55	\$2,393.55	\$2,393.55
A067252P	ZIEGLER, DAVID ADAM	\$3,030.75	\$3,030.75	\$3,030.75

267 members are listed on the summary

Instalment Amount:	\$771,642.45
Total Premium:	\$771,642.45
Outstanding Amount:	\$771,642.45

# **BEIJING 2017**

## **APPENDIX B**

APPENDIX B  
ACTIVE MEMBERS OF THE FIRM AS OF MARCH 1, 2017

Name of Firm: Fasken Martineau DuMoulin LLP

	CANADA				OUTSIDE OF CANADA <sup>/5</sup>	
	B.C.	Alberta	Ontario	Quebec	Beijing	London      Johannesburg
a) No. of Lawyers <sup>/1</sup>						
b) No. of Patent & Trademark Agents <sup>/2</sup>						
c) No. of Non-lawyer Consultants <sup>/3</sup>						
d) No. of Paralegals						
e) No. of Other Employees						
f) No. of lawyers who are not employees of the Firm who, directly or indirectly, provide services to professional corporations which are partners of the Firm <sup>/4</sup>					1 please refer to App. C	

<sup>/1</sup> Including partners, employed lawyers, counsels/of counsels and lawyer consultants.

<sup>/2</sup> These are not lawyers.

<sup>/3</sup> Please complete Appendix C if individuals are reported under this category.

<sup>/4</sup> Lawyers reported here should not be included under a). (See note at Question 8.f) of the application.)

<sup>/5</sup> Please complete Question 3 of Appendix E to provide further information on lawyers reported under these columns.

*Please attach a list of the lawyers reported under a) above, showing in each case his/her full name, date of call, date joined the Firm and, if applicable, date became partner.*

*Please attach a list of the names of the individuals reported under f) above, together with the names of the professional corporations to which they provide services.*

*If underlying insurance is purchased outside any Canadian mandatory law society program for lawyers, please provide full details under Appendix E, Question 4.*

If members of the Firm, either alone or with others, engage in the conduct of any profession or business other than the practice of law (e.g. financial management, mortgage brokering or other consulting; underwriting or brokering of securities or investment banking activities; real estate appraisal; actuarial analysis) either directly or indirectly as an agent, employee or partner of any organization, please give full particulars.

# APPENDIX C

APPENDIX C  
ACTIVE NON-LAWYER CONSULTANTS OF THE FIRM AS OF MARCH 1, 2017  
(Excluding Patent & Trademark Agents)

Name of Firm: Fasken Martineau DuMoulin LLP

**SECTION A**

Professional Service Provided or Type of Profession	# Person in Same Profession	Location (Province)	Client Contact	Advise Clients	Supervised by Lawyers	Underlying Insurance <sup>/1</sup>	% of Time Docketed <sup>/2</sup>
Consultant in Business Development Sukey Wang	1	Beijing	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

**SECTION B**

Please provide the following details on the underlying insurances purchased and attach a copy of the policies:

Type of Exposure:	
Insurance Carrier:	
Policy Number:	
Period of Insurance:	
Retroactive Date:	
Limits:	\$_____ per claim, \$_____ aggregate
	\$_____ per claim, \$_____ aggregate

<sup>/1</sup> If underlying insurance is purchased, please complete Section B.

<sup>/2</sup> PLEASE COMPLETE THIS COLUMN ONLY FOR INDIVIDUALS WHO ARE NOT ACTING UNDER THE SUPERVISION OF A LAWYER AND FOR THAT PORTION OF TIME THE INDIVIDUAL IS NOT ACTING UNDER THE SUPERVISION OF A LAWYER.



**Sylvie Devine**

---

**From:** Sukey Wang  
**Sent:** February-27-17 10:58 PM  
**To:** Sylvie Devine  
**Subject:** Re: Errors & Omissions Coverage: Confirmation from Sukey (Beijing ) no underlying insurance  
回复: Underlying Insurance

**Sensitivity:** Confidential

Sure, thank you, Sylvie.

*"I confirm I am not a practicing lawyer in China and not a member of ACLA or other bar association in China. "*

*Sukey*  
Beat Regards

On 27 Feb 2017, at 9:25 AM, Sylvie Devine <[sdevine@fasken.com](mailto:sdevine@fasken.com)> wrote:

"I confirm I am not a practicing lawyer in China and not a member of ACLA or other bar association in China. "

# **BEIJING 2017**

## **APPENDIX B**

APPENDIX B  
ACTIVE MEMBERS OF THE FIRM AS OF MARCH 1, 2017

Name of Firm: Fasken Martineau DuMoulin LLP

	<u>CANADA</u>					<u>OUTSIDE OF CANADA</u> <sup>/5</sup>	
	<u>B.C.</u>	<u>Alberta</u>	<u>Ontario</u>	<u>Quebec</u>	<u>Beijing</u>	<u>London</u>	<u>Johannesburg</u>
a) No. of Lawyers <sup>/1</sup>							
b) No. of Patent & Trademark Agents <sup>/2</sup>							
c) No. of Non-lawyer Consultants <sup>/3</sup>							
d) No. of Paralegals							
e) No. of Other Employees							
f) No. of lawyers who are not employees of the Firm who, directly or indirectly, provide services to professional corporations which are partners of the Firm <sup>/4</sup>					1 please refer to App. C		

<sup>/1</sup> Including partners, employed lawyers, counsels/of counsels and lawyer consultants.

<sup>/2</sup> These are not lawyers.

<sup>/3</sup> Please complete Appendix C if individuals are reported under this category.

<sup>/4</sup> Lawyers reported here should not be included under a). (See note at Question 8.f) of the application.)

<sup>/5</sup> Please complete Question 3 of Appendix E to provide further information on lawyers reported under these columns.

*Please attach a list of the lawyers reported under a) above, showing in each case his/her full name, date of call, date joined the Firm and, if applicable, date became partner.*

*Please attach a list of the names of the individuals reported under f) above, together with the names of the professional corporations to which they provide services.*

*If underlying insurance is purchased outside any Canadian mandatory law society program for lawyers, please provide full details under Appendix E, Question 4.*

If members of the Firm, either alone or with others, engage in the conduct of any profession or business other than the practice of law (e.g. financial management, mortgage brokering or other consulting; underwriting or brokering of securities or investment banking activities; real estate appraisal; actuarial analysis) either directly or indirectly as an agent, employee or partner of any organization, please give full particulars.

# APPENDIX C

APPENDIX C  
ACTIVE NON-LAWYER COUNSULTANTS OF THE FIRM AS OF MARCH 1, 2017  
(Excluding Patent & Trademark Agents)

Name of Firm: Fasken Martineau DuMoulin LLP

**SECTION A**

Professional Service Provided or Type of Profession	# Person in Same Profession	Location (Province)	Client Contact	Advise Clients	Supervised by Lawyers	Underlying Insurance <sup>/1</sup>	% of Time Docketed <sup>/2</sup>
Consultant in Business Development Sukey Wang	1	Beijing	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

**SECTION B**

Please provide the following details on the underlying insurances purchased and attach a copy of the policies:

Type of Exposure:		Type of Exposure:	
Insurance Carrier:		Insurance Carrier:	
Policy Number:		Policy Number:	
Period of Insurance:		Period of Insurance:	
Retroactive Date:		Retroactive Date:	
Limits:	\$_____ per claim, \$_____ aggregate	Limits:	\$_____ per claim, \$_____ aggregate

<sup>/1</sup> If underlying insurance is purchased, please complete Section B.

<sup>/2</sup> PLEASE COMPLETE THIS COLUMN ONLY FOR INDIVIDUALS WHO ARE NOT ACTING UNDER THE SUPERVISION OF A LAWYER AND FOR THAT PORTION OF TIME THE INDIVIDUAL IS NOT ACTING UNDER THE SUPERVISION OF A LAWYER.

**Sylvie Devine**

---

**From:** Sukey Wang  
**Sent:** February-27-17 10:58 PM  
**To:** Sylvie Devine  
**Subject:** Re: Errors & Omissions Coverage: Confirmation from Sukey (Beijing ) no underlying insurance  
回复: Underlying Insurance

**Sensitivity:** Confidential

Sure, thank you, Sylvie.

*"I confirm I am not a practicing lawyer in China and not a member of ACLA or other bar association in China. "*

*Sukey*  
Best Regards

On 27 Feb 2017, at 9:25 AM, Sylvie Devine <[sdevine@fasken.com](mailto:sdevine@fasken.com)> wrote:

"I confirm I am not a practicing lawyer in China and not a member of ACLA or other bar association in China. "

**JOHANNESBURG 2017**



# FIRM-WIDE HEADCOUNT

## APPENDIX B ACTIVE MEMBERS OF THE FIRM AS OF MARCH 1, 2017

Name of Firm: Fasken Martineau DuMoulin LLP

	<u>CANADA</u>					<u>OUTSIDE OF CANADA</u> <sup>/5</sup>	
	<u>B.C.</u>	<u>Alberta</u>	<u>Ontario</u>	<u>Quebec</u>	<u>Beijing</u>	<u>London</u>	<u>Johannesburg</u>
a) No. of Lawyers <sup>/1</sup>	<u>69</u>	<u>14</u>	<u>251</u>	<u>215</u>		<u>12</u>	<u>65</u>
b) No. of Patent & Trademark Agents <sup>/2</sup>	<u>1</u>	<u>0</u>	<u>0</u>	<u>6</u>		<u>0</u>	
c) No. of Non-lawyer Consultants <sup>/3</sup>	<u>2</u>	<u>0</u>	<u>5</u>	<u>16</u>		<u>0</u>	
d) No. of Paralegals	<u>21</u>	<u>3</u>	<u>45</u>	<u>25</u>		<u>0</u>	
e) No. of Other Employees	<u>138</u>	<u>31</u>	<u>305</u>	<u>271</u>	1 please refer to App. C	<u>7</u>	<u>56</u>
f) No. of lawyers who are not employees of the Firm who, directly or indirectly, provide services to professional corporations which are partners of the Firm <sup>/4</sup>	<u>62</u>	<u>15</u>	<u>0</u>	<u>n/a</u>		<u>0</u>	

<sup>/1</sup> Including partners, employed lawyers, counsels/of counsels and lawyer consultants.

<sup>/2</sup> These are not lawyers.

<sup>/3</sup> Please complete Appendix C if individuals are reported under this category.

<sup>/4</sup> Lawyers reported here should not be included under a). (See note at Question 8.f) of the application.)

<sup>/5</sup> Please complete Question 3 of Appendix E to provide further information on lawyers reported under these columns.

*Please attach a list of the lawyers reported under a) above, showing in each case his/her full name, date of call, date joined the Firm and, if applicable, date became partner.*

*Please attach a list of the names of the individuals reported under f) above, together with the names of the professional corporations to which they provide services.*

*If underlying insurance is purchased outside any Canadian mandatory law society program for lawyers, please provide full details under Appendix E, Question 4.*

If members of the Firm, either alone or with others, engage in the conduct of any profession or business other than the practice of law (e.g. financial management, mortgage brokering or other consulting; underwriting or brokering of securities or investment banking activities; real estate appraisal; actuarial analysis) either directly or indirectly as an agent, employee or partner of any organization, please give full particulars.

ASSOCIATES	Johannesburg	Nonyana, Lerato	Lawyer/Associate	ASSOCIATES
ASSOCIATES	Johannesburg	Mudau, Precious	Lawyer/Associate	ASSOCIATES
ASSOCIATES	Johannesburg	Armstrong, Robyn	Lawyer/Associate	ASSOCIATES
ASSOCIATES	Johannesburg	Dube, Siphamandla	Lawyer/Associate	ASSOCIATES
ASSOCIATES	Johannesburg	Burman, Robert	Lawyer/Associate	ASSOCIATES
ASSOCIATES	Johannesburg	Braybrooke, Susan	Lawyer/Associate	ASSOCIATES
ASSOCIATES	Johannesburg	Rogers, Ingrid	Lawyer/Associate	ASSOCIATES
ASSOCIATES	Johannesburg	Madikoto, Nikita	Lawyer/Associate	ASSOCIATES
ASSOCIATES	Johannesburg	Palani, Margo-Ann	Lawyer/Associate	ASSOCIATES
ASSOCIATES	Johannesburg	Hsiao, Roy	Lawyer/Associate	ASSOCIATES
ASSOCIATES	Johannesburg	Mc Fie, Katherine	Lawyer/Associate	ASSOCIATES
ASSOCIATES	Johannesburg	Monatisa, Mmueleli	Lawyer/Associate	ASSOCIATES
SENIOR ASSOCIATES	Johannesburg	Reyneke, Samantha	Lawyer/Associate	ASSOCIATES
ASSOCIATES	Johannesburg	Jenkins, Devon	Lawyer/Associate	ASSOCIATES
ASSOCIATES	Johannesburg	Nkune, Hlatse	Lawyer/Associate	ASSOCIATES
ASSOCIATES	Johannesburg	Mantshule, Nasipi	Lawyer/Associate	ASSOCIATES
ASSOCIATES	Johannesburg	Malahlela, Neo	Lawyer/Associate	ASSOCIATES
ASSOCIATES	Johannesburg	Toner, Shannon	Lawyer/Associate	ASSOCIATES
CANDIDATE ATTORNEY	Johannesburg	Chuene, Refentse	Other timekeepers/Articling S	CANDIDATE ATTORNEY
CANDIDATE ATTORNEY	Johannesburg	Nontobeko, Nkambule	Other timekeepers/Articling S	CANDIDATE ATTORNEY
CANDIDATE ATTORNEY	Johannesburg	Hamilton Russell, Olivia	Other timekeepers/Articling S	CANDIDATE ATTORNEY
CANDIDATE ATTORNEY	Johannesburg	Mwale, Daniel	Other timekeepers/Articling S	CANDIDATE ATTORNEY
CANDIDATE ATTORNEY	Johannesburg	Paki, Remofilwe	Other timekeepers/Articling S	CANDIDATE ATTORNEY
CANDIDATE ATTORNEY	Johannesburg	Hinckemann, Andricia	Other timekeepers/Articling S	CANDIDATE ATTORNEY
CANDIDATE ATTORNEY	Johannesburg	Stark, Catherine	Other timekeepers/Articling S	CANDIDATE ATTORNEY
CANDIDATE ATTORNEY	Johannesburg	Bartis, Ruwayda	Other timekeepers/Articling S	CANDIDATE ATTORNEY
ASSOCIATES	Johannesburg	Oelofse, Christiaan	Other timekeepers/Articling S	CANDIDATE ATTORNEY
ASSOCIATES	Johannesburg	Willem, Daphney	Other timekeepers/Articling S	CANDIDATE ATTORNEY
ASSOCIATES	Johannesburg	Ncube, Lipton	Other timekeepers/Articling S	CANDIDATE ATTORNEY
ASSOCIATES	Johannesburg	Morolong, Mmaphuti	Other timekeepers/Articling S	CANDIDATE ATTORNEY
ASSOCIATES	Johannesburg	Ajoodha, Rekha	Other timekeepers/Articling S	CANDIDATE ATTORNEY
CANDIDATE ATTORNEY	Johannesburg	Griffin, Kerry	Other timekeepers/Articling S	CANDIDATE ATTORNEY
CANDIDATE ATTORNEY	Johannesburg	Mbambo, Owethu	Other timekeepers/Articling S	CANDIDATE ATTORNEY
CANDIDATE ATTORNEY	Johannesburg	Masondo, Shakespeare	Other timekeepers/Articling S	CANDIDATE ATTORNEY
CANDIDATE ATTORNEY	Johannesburg	Strachan, Stuart	Other timekeepers/Articling S	CANDIDATE ATTORNEY
CANDIDATE ATTORNEY	Johannesburg	Ntuli, Thabang	Other timekeepers/Articling S	CANDIDATE ATTORNEY
CANDIDATE ATTORNEY	Johannesburg	Mashishi, Thato	Other timekeepers/Articling S	CANDIDATE ATTORNEY
CANDIDATE ATTORNEY	Johannesburg	Zimo, Themba	Other timekeepers/Articling S	CANDIDATE ATTORNEY
CANDIDATE ATTORNEY	Johannesburg	Makibelo, Tumi	Other timekeepers/Articling S	CANDIDATE ATTORNEY
CANDIDATE ATTORNEY	Johannesburg	Mahomed, Zaid	Other timekeepers/Articling S	CANDIDATE ATTORNEY
EQ PARTNER	Johannesburg	Jugoo, Ashen	Lawyer/Equity Partner	EQ PARTNER
EQ PARTNER	Johannesburg	Van Den Berg, Eric	Lawyer/Equity Partner	EQ PARTNER
EQ PARTNER	Johannesburg	Bezuidenhoudt, Lara	Lawyer/Equity Partner	EQ PARTNER
EQ PARTNER	Johannesburg	Moalusi, Lucas	Lawyer/Equity Partner	EQ PARTNER
EQ PARTNER	Johannesburg	Van Vuren, Michael	Lawyer/Equity Partner	EQ PARTNER
EQ PARTNER	Johannesburg	Roodt, Nicolaas	Lawyer/Equity Partner	EQ PARTNER
EQ PARTNER	Johannesburg	Fouche, Paul	Lawyer/Equity Partner	EQ PARTNER
EQ PARTNER	Johannesburg	Langbridge, Stephen	Lawyer/Equity Partner	EQ PARTNER
EQ PARTNER	Johannesburg	Siciliano, Tania	Lawyer/Equity Partner	EQ PARTNER
EQ PARTNER	Johannesburg	Frahm-Arp, Ludwig Dettlef	Lawyer/Equity Partner	EQ PARTNER
EQ PARTNER	Johannesburg	Pratt, Simon	Lawyer/Equity Partner	EQ PARTNER
EQ PARTNER	Johannesburg	Bhoora, Rhakee	Lawyer/Equity Partner	EQ PARTNER
EQ PARTNER	Johannesburg	Zondo-Kabini, Hlengiwe	Lawyer/Equity Partner	EQ PARTNER
EQ PARTNER	Johannesburg	Collier, Sue	Lawyer/Equity Partner	EQ PARTNER
EQ PARTNER	Johannesburg	Hart, Melanie	Lawyer/Equity Partner	EQ PARTNER
EQ PARTNER	Johannesburg	Mitchell, Andrew	Lawyer/Regular Partner	REG PARTNER
EQ PARTNER	Johannesburg	Hoffe, David	Lawyer/Regular Partner	REG PARTNER
EQ PARTNER	Johannesburg	Carman, Nigel	Lawyer/Regular Partner	REG PARTNER
FACILITIES/IT	Johannesburg	Ndou, Hector Thuso	Support Staff/Other	FACILITIES/IT
FINANCE	Johannesburg	Moodliar, Vinosh	Support Staff/Other	FINANCE
FINANCE	Johannesburg	Pretorius, Benita B	Support Staff/Other	FINANCE
FINANCE	Johannesburg	Meyer, Clement	Support Staff/Other	FINANCE
FINANCE	Johannesburg	Ilana, Burger IT	Support Staff/Other	FINANCE
FINANCE	Johannesburg	Turner, Joani	Support Staff/Other	FINANCE
FINANCE	Johannesburg	Gunguluza, Sibongile	Support Staff/Other	FINANCE
FINANCE	Johannesburg	Sihlangu, Godfrey Ngwenyana	Support Staff/Other	FINANCE
HR	Johannesburg	Brady, Carien	Support Staff/Other	HR
HR	Johannesburg	Komane, Tumiso	Support Staff/Other	HR

HR/FINANCE	Johannesburg	Ndlovu, Thulani Samuel	Support Staff/Other	HR/FINANCE
IT	Johannesburg	Tlalang, Pitso	Support Staff/Other	IT
KNOWLEDGE	Johannesburg	Garratt, Olwyn	Support Staff/Other	KNOWLEDGE
LEGAL ASST	Johannesburg	Collophen, Debbie Shurmala	Support Staff/Legal Assistant	LEGAL ASST
LEGAL ASST	Johannesburg	Bishop, Estelle	Support Staff/Legal Assistant	LEGAL ASST
LEGAL ASST	Johannesburg	Stiglinh Lee-Ann	Support Staff/Legal Assistant	LEGAL ASST
LEGAL ASST	Johannesburg	Leisher, Patricia	Support Staff/Legal Assistant	LEGAL ASST
LEGAL ASST	Johannesburg	Dateling, Marie-Claude	Support Staff/Legal Assistant	LEGAL ASST
LEGAL ASST	Johannesburg	Ganas, Sergie	Support Staff/Legal Assistant	LEGAL ASST
LEGAL ASST	Johannesburg	Lopes APS	Support Staff/Legal Assistant	LEGAL ASST
LEGAL ASST	Johannesburg	Ferreira, Michele	Support Staff/Legal Assistant	LEGAL ASST
LEGAL ASST	Johannesburg	Welman, Whanita	Support Staff/Legal Assistant	LEGAL ASST
MANAGING PARTNER	Johannesburg	Vance, Blaize	Lawyer/Equity Partner	MANAGING PARTNER
OPERATIONS	Johannesburg	Mothapo, Julia	Support Staff/Other	OPERATIONS
OPERATIONS	Johannesburg	Musi, Catherine	Support Staff/Other	OPERATIONS
OPERATIONS	Johannesburg	Lethage, Boitumelo	Support Staff/Other	OPERATIONS
OPERATIONS	Johannesburg	Nichol, Herman	Support Staff/Other	OPERATIONS
OPERATIONS	Johannesburg	Makhaye, Mbali	Support Staff/Other	OPERATIONS
OPERATIONS	Johannesburg	Mahlangu, Johanna Motlhatlego	Support Staff/Other	OPERATIONS
OPERATIONS	Johannesburg	Phahlane, Matsediso (Sheila)	Support Staff/Other	OPERATIONS
OPERATIONS	Johannesburg	Matlombe, Nikeziwe	Support Staff/Other	OPERATIONS
OPERATIONS	Johannesburg	Lynn, Lesley	Support Staff/Other	OPERATIONS
RECEPTION	Johannesburg	Naidoo, Abigail	Support Staff/Other	RECEPTION
RECEPTION	Johannesburg	Lethage, Mittah	Support Staff/Other	RECEPTION
REG PARTNER	Johannesburg	Cavvadas, Dimitri	Lawyer/Regular Partner	REG PARTNER
REG PARTNER	Johannesburg	Mcfadden, Conor	Lawyer/Regular Partner	REG PARTNER
REG PARTNER	Johannesburg	Sinclair, Duncan	Lawyer/Regular Partner	REG PARTNER
REG PARTNER	Johannesburg	Bouwman, Jan	Lawyer/Regular Partner	REG PARTNER
REG PARTNER	Johannesburg	Spies, Johanna	Lawyer/Regular Partner	REG PARTNER
REG PARTNER	Johannesburg	Janks, John	Lawyer/Regular Partner	REG PARTNER
REG PARTNER	Johannesburg	Jackson, Nicola	Lawyer/Regular Partner	REG PARTNER
REG PARTNER	Johannesburg	Langner, Othelia	Lawyer/Regular Partner	REG PARTNER
REG PARTNER	Johannesburg	Pheko, Phologo	Lawyer/Regular Partner	REG PARTNER
REG PARTNER	Johannesburg	Saffy, Samantha	Lawyer/Regular Partner	REG PARTNER
REG PARTNER	Johannesburg	Van Breda, Samantha	Lawyer/Regular Partner	REG PARTNER
REG PARTNER	Johannesburg	Dhever, Sushila	Lawyer/Regular Partner	REG PARTNER
REG PARTNER	Johannesburg	MacDonald, Jamie	Lawyer/Regular Partner	REG PARTNER
REG PARTNER	Johannesburg	Rajah, Sherisa	Lawyer/Regular Partner	REG PARTNER
SENIOR ASSOCIATE	Johannesburg	De Jager, Chloe	Lawyer/Associate	SENIOR ASSOCIATE
SENIOR ASSOCIATE	Johannesburg	Da Costa, Bianca	Lawyer/Associate	SENIOR ASSOCIATE
SENIOR ASSOCIATE	Johannesburg	Mokoena, Stimela	Lawyer/Associate	SENIOR ASSOCIATE
SENIOR ASSOCIATE	Johannesburg	Mubima, Ayanda	Lawyer/Associate	SENIOR ASSOCIATE
SENIOR ASSOCIATE	Johannesburg	Grainger, Clare	Lawyer/Associate	SENIOR ASSOCIATE
SENIOR ASSOCIATE	Johannesburg	Malesa, Godfrey	Lawyer/Associate	SENIOR ASSOCIATE
SENIOR ASSOCIATE	Johannesburg	Kay, Katy-Lynne	Lawyer/Associate	SENIOR ASSOCIATE
SENIOR ASSOCIATE	Johannesburg	Searle, Neil	Lawyer/Associate	SENIOR ASSOCIATE
SENIOR ASSOCIATE	Johannesburg	Pilane, Bontle	Lawyer/Associate	SENIOR ASSOCIATE
REG PARTNER	Johannesburg	Picas, Christopher	Lawyer/Associate	SENIOR ASSOCIATE
SENIOR ASSOCIATE	Johannesburg	Jean-Pierre, Lameeze	Lawyer/Associate	SENIOR ASSOCIATE
REG PARTNER	Johannesburg	Mackenzie, Neil	Lawyer/Associate	SENIOR ASSOCIATE
REG PARTNER	Johannesburg	Bryson, Simone	Lawyer/Associate	SENIOR ASSOCIATE
OPERATIONS	Johannesburg	Simon, Sheena	Support Staff/Other	OPERATIONS
SENIOR ASSOCIATE	Johannesburg	Vaillant, Alexandre	Lawyer/Associate	SENIOR ASSOCIATE

# BELL, DEWAR INC. - SOUTH AFRICA.

## APPENDIX E

### PROFESSIONAL SERVICES PROVIDED RELATING TO NON-CANADIAN LAW & PROFESSIONAL SERVICES PROVIDED IN THE U.S. & OUTSIDE OF CANADA

Name of Firm: Fasken Martineau DuMoulin LLP

#### 1. Professional Services Provided by Canadian Lawyers Relating to Non-Canadian Law

Please provide the following information on lawyers primarily resident in Canada who provide Professional Services relating to non-Canadian law (not including those which are incidental to the practice of Canadian law). Please only report on lawyers with more than 5% of docketed time in this category.

Name of Lawyer	Location of Office	% of Docketed Time Relating to Non-Canadian Law
NONE	SOUTH AFRICA	NIL

#### 2. Professional Services Provided by Canadian Lawyers from a U.S. Office

Please provide the following information on lawyers primarily resident in Canada who provide Professional Services part time in an office or branch of the Firm located in the United States. Please only report on lawyers with more than 5% of docketed time in this category.

Name of Lawyer	Location of Office	% of Docketed Time in the U.S. Office
NONE	SOUTH AFRICA	NIL

#### 3. Professional Services Provided by Offices Outside of Canada

Please provide the following information on all lawyers reported in Appendix B under the "Outside of Canada" column.

Location of Office	# of Lawyers Practise 100% Canadian Law	# of Lawyers Practise 100% Non-Canadian Law	# of Lawyers Practise both Canadian & Non-Canadian Law
SOUTH AFRICA	NIL	85	<del>85</del>
		65	

#### 4. Other Insurance

For the exposures identified in Questions 1, 2 and 3 above, please provide details of specific insurance protection (e.g. coverage provided for a non-Canadian office or by a non-Canadian law society) as well as a copy of the policies.

Type of Exposure: PROFESSIONAL INDEMNITY INSURANCE.  
Insurance Carrier: AON.  
Policy Number: IN PROCESS OF ISSUE.  
Period of Insurance: 1-2-2017 TO 31-01-2018.  
Retroactive Date: \_\_\_\_\_  
Limits: \$ \_\_\_\_\_ per claim, \$ \_\_\_\_\_ annual aggregate

Type of Exposure: \_\_\_\_\_  
Insurance Carrier: \_\_\_\_\_  
Policy Number: \_\_\_\_\_  
Period of Insurance: \_\_\_\_\_  
Retroactive Date: \_\_\_\_\_  
Limits: \$ \_\_\_\_\_ per claim, \$ \_\_\_\_\_ annual aggregate

Type of Exposure: \_\_\_\_\_  
Insurance Carrier: \_\_\_\_\_  
Policy Number: \_\_\_\_\_  
Period of Insurance: \_\_\_\_\_  
Retroactive Date: \_\_\_\_\_  
Limits: \$ \_\_\_\_\_ per claim, \$ \_\_\_\_\_ annual aggregate

Type of Exposure: \_\_\_\_\_  
Insurance Carrier: \_\_\_\_\_  
Policy Number: \_\_\_\_\_  
Period of Insurance: \_\_\_\_\_  
Retroactive Date: \_\_\_\_\_  
Limits: \$ \_\_\_\_\_ per claim, \$ \_\_\_\_\_ annual aggregate

SEE ATTACHMENTS

## Quotes above include:

---

### SHA (Santam) – current Insurer

- a) Misappropriation of Trust Monies Limit:  
R100,000,000 but R300,000,000 in the aggregate  
Deductible: R100,000 each claim
- b) Fidelity Guarantee cover:  
R100,000,000 but R300,000,000 in the aggregate  
Deductible: R50,000 per claim
- c) Outside Directors & Officers cover:  
R30,000,000 but R90,000,000 in the aggregate  
Deductible: Nil
- d) North America cover:  
R1,500,000,000 aggregate with no reinstatements  
Deductible: R250,000 per claim

## Alternate Quotes in addition with SHA

---

### 1. Misappropriation of Trust Monies:

- a) Limit – R150,000,000 + two reinstatements Premium: R 9,244.30 (excl. VAT)
- b) Limit – R200,000,000 + two reinstatements Premium: R29,630.26 (excl. VAT)

### 2. Fidelity Guarantee Cover:

- a) Limit – R150,000,000 + two reinstatements Premium: R25,657.90 (excl. VAT)
- b) Limit – R200,000,000 + two reinstatements Premium: R71,271.93 (excl. VAT)

### 3. Outside Directors' & Officers':

- a) Limit – R40,000,000 + two reinstatements Premium: R7,823.29 (excl. VAT)

## Long Term Agreement - 3 year deal with SHA as primary Insurer

### Three (3) Year Agreement

It is hereby declared and agreed that the following agreement in respect of the rate on line applicable to renewal of this Insurance will apply for the specified Limits and Deductibles:-

- a) For the first Period of Insurance (01 February 2015 – 31 January 2016) a rate on line of 0.552% will apply;
- b) for the second Period of Insurance (01 February 2016 – 31 January 2017) a rate on line of 0.469% less 15% (fifteen percent) will apply;
- c) for the third Period of Insurance (01 February 2017 – 31 January 2018) the rate on line applied for the second Period of Insurance, less a further 15% (fifteen percent) will apply.

Subject to:-

- a) there being no material changes in the risk in the preceding year;
- b) there being no paid or reserved claims in excess of R 7,500,000

Subject to:-

- there being no material changes in the risk in the preceding year;
- there being no paid or reserved claims in excess of R7,500,000;
- the fee income / turnover of the Insured not decreasing by more than 10% year on year, in which case the 15% discount will not apply and the rate will remain unaltered for that Period of Insurance;
- receipt and review of a duly completed proposal form at every renewal



## Renewal Terms 2017 – Fee Income – R183,254,260

LAYER	LAYER LIMIT	LIMIT	INSURER	Net Premium (Ex. Vat)		
				2016 Layer Premium	2017 Layer Premium	TOTAL
5th Excess Layer	1,500,000,000	50,000,000	Allianz	R43,859.65	R43,859.65	R1,184,816.89
4th Excess Layer	1,450,000,000	250,000,000	Zurich SA	R175,438.60	R175,438.60	R1,140,957.24
3rd Excess Layer	1,200,000,000	100,000,000	Arch	R83,333.33	R83,333.33	R965,518.64
2nd Excess Layer	1,100,000,000	350,000,000	Holland	R204,780.00	R204,780.00	R882,185.31
1st Excess Layer	750,000,000	250,000,000	Leppard	R162,280.70	R162,280.70	R677,405.31
Primary	500,000,000	500,000,000	SHA	R752,868.42	R515,124.61	R515,124.61

2016 Total : **R1,422,560.70** R1,184,816.89 (↓16.5%)

Primary Layer Rate on line : 0.469% 0.39865% (↓ 15%)

Quotes above include:

## Sylvie Devine

---

**From:** John Bethell  
**Sent:** March-31-17 5:22 AM  
**To:** Sylvie Devine  
**Subject:** RE: Question - Fasken Insurance Renewal - Professional Liability

Hi Sylvie

I am not aware of any claims being reported.

Regards

John

---

From: Sylvie Devine  
Sent: 31 March 2017 12:10 AM  
To: John Bethell; Carien Brady; Tumiso Komane  
Subject: RE: Question - Fasken Insurance Renewal - Professional Liability

Oups.... Just realized that I had sent your document to our broker but forgot to thank you all for your help.

One more questions: are you aware if any reporting of claims from Johannesburg?

Thanks again.

Sylvie

--

Sylvie Devine | Executive Assistant to | Adjointe de direction de  
Marc Ducharme | Chief Administrative Officer | Chef des services administratifs

T. +1 514 397 7475 | F. +1 514 397 7600  
[sdevine@fasken.com](mailto:sdevine@fasken.com) | [www.fasken.com](http://www.fasken.com)

Fasken Martineau DuMoulin S.E.N.C.R.L., s.r.l.  
800 Place Victoria, Bureau 3700, Montréal, , H4Z 1E9



[VANCOUVER](#) [CALGARY](#) [TORONTO](#) [OTTAWA](#) [MONTRÉAL](#) [QUÉBEC](#) [LONDRES](#) [JOHANNESBURG](#)

---

From: John Bethell  
Sent: March-27-17 1:21 AM  
To: Sylvie Devine; Carien Brady; Tumiso Komane  
Subject: RE: Question - Fasken Insurance Renewal - Professional Liability

Hi Sylvie

Attached please find completed questionnaire. For clarity I have extracted a copy of our various covers of PI insurance and other related policies.

Regards

John

---

From: Sylvie Devine  
Sent: 21 March 2017 10:52 PM  
To: Carien Brady; Tumiso Komane; John Bethell  
Subject: Question - Fasken Insurance Renewal - Professional Liability  
Importance: High

Hello,

We are working on the renewal application for the firm's Professional Liability coverage insurance. We are asked to answer to the following for the Johannesburg Office:

- a) See Appendix E – Section 3. Professional Services Provided by Offices Outside of Canada
- b) Reporting of claims

May I ask for your help to complete Section 3 of Appendix E and let us know if you are aware of any reporting claims.

Thanks for your help. Let me know if you need further details. We would need the answers by this coming Friday.

Let me know.

Sylvie

--

Sylvie Devine | Executive Assistant to | Adjointe de direction de  
Marc Ducharme | Chief Administrative Officer | Chef des services administratifs

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# FIRM-WIDE HEADCOUNT

## APPENDIX B ACTIVE MEMBERS OF THE FIRM AS OF MARCH 1, 2017

Name of Firm: Fasken Martineau DuMoulin LLP

	<u>CANADA</u>					<u>OUTSIDE OF CANADA</u> <sup>/5</sup>	
	<u>B.C.</u>	<u>Alberta</u>	<u>Ontario</u>	<u>Quebec</u>	<u>Beijing</u>	<u>London</u>	<u>Johannesburg</u>
a) No. of Lawyers <sup>/1</sup>	<u>69</u>	<u>14</u>	<u>251</u>	<u>215</u>		<u>12</u>	<u>65</u>
b) No. of Patent & Trademark Agents <sup>/2</sup>	<u>1</u>	<u>0</u>	<u>0</u>	<u>6</u>		<u>0</u>	
c) No. of Non-lawyer Consultants <sup>/3</sup>	<u>2</u>	<u>0</u>	<u>5</u>	<u>16</u>		<u>0</u>	
d) No. of Paralegals	<u>21</u>	<u>3</u>	<u>45</u>	<u>25</u>		<u>0</u>	
e) No. of Other Employees	<u>138</u>	<u>31</u>	<u>305</u>	<u>271</u>	1 please refer to App. C	<u>7</u>	<u>56</u>
f) No. of lawyers who are not employees of the Firm who, directly or indirectly, provide services to professional corporations which are partners of the Firm <sup>/4</sup>	<u>62</u>	<u>15</u>	<u>0</u>	<u>n/a</u>		<u>0</u>	

<sup>/1</sup> Including partners, employed lawyers, counsels/of counsels and lawyer consultants.

<sup>/2</sup> These are not lawyers.

<sup>/3</sup> Please complete Appendix C if individuals are reported under this category.

<sup>/4</sup> Lawyers reported here should not be included under a). (See note at Question 8.f) of the application.)

<sup>/5</sup> Please complete Question 3 of Appendix E to provide further information on lawyers reported under these columns.

*Please attach a list of the lawyers reported under a) above, showing in each case his/her full name, date of call, date joined the Firm and, if applicable, date became partner.*

*Please attach a list of the names of the individuals reported under f) above, together with the names of the professional corporations to which they provide services.*

*If underlying insurance is purchased outside any Canadian mandatory law society program for lawyers, please provide full details under Appendix E, Question 4.*

If members of the Firm, either alone or with others, engage in the conduct of any profession or business other than the practice of law (e.g. financial management, mortgage brokering or other consulting; underwriting or brokering of securities or investment banking activities; real estate appraisal; actuarial analysis) either directly or indirectly as an agent, employee or partner of any organization, please give full particulars.

ASSOCIATES	Johannesburg	Nonyana, Lerato	Lawyer/Associate	ASSOCIATES
ASSOCIATES	Johannesburg	Mudau, Precious	Lawyer/Associate	ASSOCIATES
ASSOCIATES	Johannesburg	Armstrong, Robyn	Lawyer/Associate	ASSOCIATES
ASSOCIATES	Johannesburg	Dube, Siphamandla	Lawyer/Associate	ASSOCIATES
ASSOCIATES	Johannesburg	Burman, Robert	Lawyer/Associate	ASSOCIATES
ASSOCIATES	Johannesburg	Braybrooke, Susan	Lawyer/Associate	ASSOCIATES
ASSOCIATES	Johannesburg	Rogers, Ingrid	Lawyer/Associate	ASSOCIATES
ASSOCIATES	Johannesburg	Madikoto, Nikita	Lawyer/Associate	ASSOCIATES
ASSOCIATES	Johannesburg	Palani, Margo-Ann	Lawyer/Associate	ASSOCIATES
ASSOCIATES	Johannesburg	Hsiao, Roy	Lawyer/Associate	ASSOCIATES
ASSOCIATES	Johannesburg	Mc Fie, Katherine	Lawyer/Associate	ASSOCIATES
ASSOCIATES	Johannesburg	Monatisa, Mmueleli	Lawyer/Associate	ASSOCIATES
SENIOR ASSOCIATES	Johannesburg	Reyneke, Samantha	Lawyer/Associate	ASSOCIATES
ASSOCIATES	Johannesburg	Jenkins, Devon	Lawyer/Associate	ASSOCIATES
ASSOCIATES	Johannesburg	Nkune, Hlatse	Lawyer/Associate	ASSOCIATES
ASSOCIATES	Johannesburg	Mantshule, Nasipi	Lawyer/Associate	ASSOCIATES
ASSOCIATES	Johannesburg	Malahlela, Neo	Lawyer/Associate	ASSOCIATES
ASSOCIATES	Johannesburg	Toner, Shannon	Lawyer/Associate	ASSOCIATES
CANDIDATE ATTORNEY	Johannesburg	Chuene, Refentse	Other timekeepers/Articling S	CANDIDATE ATTORNEY
CANDIDATE ATTORNEY	Johannesburg	Nontobeko, Nkambule	Other timekeepers/Articling S	CANDIDATE ATTORNEY
CANDIDATE ATTORNEY	Johannesburg	Hamilton Russell, Olivia	Other timekeepers/Articling S	CANDIDATE ATTORNEY
CANDIDATE ATTORNEY	Johannesburg	Mwale, Daniel	Other timekeepers/Articling S	CANDIDATE ATTORNEY
CANDIDATE ATTORNEY	Johannesburg	Paki, Remofilwe	Other timekeepers/Articling S	CANDIDATE ATTORNEY
CANDIDATE ATTORNEY	Johannesburg	Hinckemann, Andricia	Other timekeepers/Articling S	CANDIDATE ATTORNEY
CANDIDATE ATTORNEY	Johannesburg	Stark, Catherine	Other timekeepers/Articling S	CANDIDATE ATTORNEY
CANDIDATE ATTORNEY	Johannesburg	Bartis, Ruwayda	Other timekeepers/Articling S	CANDIDATE ATTORNEY
ASSOCIATES	Johannesburg	Oelofse, Christiaan	Other timekeepers/Articling S	CANDIDATE ATTORNEY
ASSOCIATES	Johannesburg	Willem, Daphney	Other timekeepers/Articling S	CANDIDATE ATTORNEY
ASSOCIATES	Johannesburg	Ncube, Lipton	Other timekeepers/Articling S	CANDIDATE ATTORNEY
ASSOCIATES	Johannesburg	Morolong, Mmaphuti	Other timekeepers/Articling S	CANDIDATE ATTORNEY
ASSOCIATES	Johannesburg	Ajoodha, Rekha	Other timekeepers/Articling S	CANDIDATE ATTORNEY
CANDIDATE ATTORNEY	Johannesburg	Griffin, Kerry	Other timekeepers/Articling S	CANDIDATE ATTORNEY
CANDIDATE ATTORNEY	Johannesburg	Mbambo, Owethu	Other timekeepers/Articling S	CANDIDATE ATTORNEY
CANDIDATE ATTORNEY	Johannesburg	Masondo, Shakespeare	Other timekeepers/Articling S	CANDIDATE ATTORNEY
CANDIDATE ATTORNEY	Johannesburg	Strachan, Stuart	Other timekeepers/Articling S	CANDIDATE ATTORNEY
CANDIDATE ATTORNEY	Johannesburg	Ntuli, Thabang	Other timekeepers/Articling S	CANDIDATE ATTORNEY
CANDIDATE ATTORNEY	Johannesburg	Mashishi, Thato	Other timekeepers/Articling S	CANDIDATE ATTORNEY
CANDIDATE ATTORNEY	Johannesburg	Zimo, Themba	Other timekeepers/Articling S	CANDIDATE ATTORNEY
CANDIDATE ATTORNEY	Johannesburg	Makibelo, Tumi	Other timekeepers/Articling S	CANDIDATE ATTORNEY
CANDIDATE ATTORNEY	Johannesburg	Mahomed, Zaid	Other timekeepers/Articling S	CANDIDATE ATTORNEY
EQ PARTNER	Johannesburg	Jugoo, Ashen	Lawyer/Equity Partner	EQ PARTNER
EQ PARTNER	Johannesburg	Van Den Berg, Eric	Lawyer/Equity Partner	EQ PARTNER
EQ PARTNER	Johannesburg	Bezuidenhoudt, Lara	Lawyer/Equity Partner	EQ PARTNER
EQ PARTNER	Johannesburg	Moalusi, Lucas	Lawyer/Equity Partner	EQ PARTNER
EQ PARTNER	Johannesburg	Van Vuren, Michael	Lawyer/Equity Partner	EQ PARTNER
EQ PARTNER	Johannesburg	Roodt, Nicolaas	Lawyer/Equity Partner	EQ PARTNER
EQ PARTNER	Johannesburg	Fouche, Paul	Lawyer/Equity Partner	EQ PARTNER
EQ PARTNER	Johannesburg	Langbridge, Stephen	Lawyer/Equity Partner	EQ PARTNER
EQ PARTNER	Johannesburg	Siciliano, Tania	Lawyer/Equity Partner	EQ PARTNER
EQ PARTNER	Johannesburg	Frahm-Arp, Ludwig Dettlef	Lawyer/Equity Partner	EQ PARTNER
EQ PARTNER	Johannesburg	Pratt, Simon	Lawyer/Equity Partner	EQ PARTNER
EQ PARTNER	Johannesburg	Bhoora, Rhakee	Lawyer/Equity Partner	EQ PARTNER
EQ PARTNER	Johannesburg	Zondo-Kabini, Hlengiwe	Lawyer/Equity Partner	EQ PARTNER
EQ PARTNER	Johannesburg	Collier, Sue	Lawyer/Equity Partner	EQ PARTNER
EQ PARTNER	Johannesburg	Hart, Melanie	Lawyer/Equity Partner	EQ PARTNER
EQ PARTNER	Johannesburg	Mitchell, Andrew	Lawyer/Regular Partner	REG PARTNER
EQ PARTNER	Johannesburg	Hoffe, David	Lawyer/Regular Partner	REG PARTNER
EQ PARTNER	Johannesburg	Carman, Nigel	Lawyer/Regular Partner	REG PARTNER
FACILITIES/IT	Johannesburg	Ndou, Hector Thuso	Support Staff/Other	FACILITIES/IT
FINANCE	Johannesburg	Moodliar, Vinosh	Support Staff/Other	FINANCE
FINANCE	Johannesburg	Pretorius, Benita B	Support Staff/Other	FINANCE
FINANCE	Johannesburg	Meyer, Clement	Support Staff/Other	FINANCE
FINANCE	Johannesburg	Ilana, Burger IT	Support Staff/Other	FINANCE
FINANCE	Johannesburg	Turner, Joani	Support Staff/Other	FINANCE
FINANCE	Johannesburg	Gunguluza, Sibongile	Support Staff/Other	FINANCE
FINANCE	Johannesburg	Sihlangu, Godfrey Ngwenyana	Support Staff/Other	FINANCE
HR	Johannesburg	Brady, Carien	Support Staff/Other	HR
HR	Johannesburg	Komane, Tumiso	Support Staff/Other	HR

HR/FINANCE	Johannesburg	Ndlovu, Thulani Samuel	Support Staff/Other	HR/FINANCE
IT	Johannesburg	Tlalang, Pitso	Support Staff/Other	IT
KNOWLEDGE	Johannesburg	Garratt, Olwyn	Support Staff/Other	KNOWLEDGE
LEGAL ASST	Johannesburg	Collophen, Debbie Shurmala	Support Staff/Legal Assistant	LEGAL ASST
LEGAL ASST	Johannesburg	Bishop, Estelle	Support Staff/Legal Assistant	LEGAL ASST
LEGAL ASST	Johannesburg	Stiglinh Lee-Ann	Support Staff/Legal Assistant	LEGAL ASST
LEGAL ASST	Johannesburg	Leisher, Patricia	Support Staff/Legal Assistant	LEGAL ASST
LEGAL ASST	Johannesburg	Dateling, Marie-Claude	Support Staff/Legal Assistant	LEGAL ASST
LEGAL ASST	Johannesburg	Ganas, Sergie	Support Staff/Legal Assistant	LEGAL ASST
LEGAL ASST	Johannesburg	Lopes APS	Support Staff/Legal Assistant	LEGAL ASST
LEGAL ASST	Johannesburg	Ferreira, Michele	Support Staff/Legal Assistant	LEGAL ASST
LEGAL ASST	Johannesburg	Welman, Whanita	Support Staff/Legal Assistant	LEGAL ASST
MANAGING PARTNER	Johannesburg	Vance, Blaize	Lawyer/Equity Partner	MANAGING PARTNER
OPERATIONS	Johannesburg	Mothapo, Julia	Support Staff/Other	OPERATIONS
OPERATIONS	Johannesburg	Musi, Catherine	Support Staff/Other	OPERATIONS
OPERATIONS	Johannesburg	Lethage, Boitumelo	Support Staff/Other	OPERATIONS
OPERATIONS	Johannesburg	Nichol, Herman	Support Staff/Other	OPERATIONS
OPERATIONS	Johannesburg	Makhaye, Mbali	Support Staff/Other	OPERATIONS
OPERATIONS	Johannesburg	Mahlangu, Johanna Motlhatlego	Support Staff/Other	OPERATIONS
OPERATIONS	Johannesburg	Phahlane, Matsedisio (Sheila)	Support Staff/Other	OPERATIONS
OPERATIONS	Johannesburg	Matlombe, Nikeziwe	Support Staff/Other	OPERATIONS
OPERATIONS	Johannesburg	Lynn, Lesley	Support Staff/Other	OPERATIONS
RECEPTION	Johannesburg	Naidoo, Abigail	Support Staff/Other	RECEPTION
RECEPTION	Johannesburg	Lethage, Mittah	Support Staff/Other	RECEPTION
REG PARTNER	Johannesburg	Cavvadas, Dimitri	Lawyer/Regular Partner	REG PARTNER
REG PARTNER	Johannesburg	Mcfadden, Conor	Lawyer/Regular Partner	REG PARTNER
REG PARTNER	Johannesburg	Sinclair, Duncan	Lawyer/Regular Partner	REG PARTNER
REG PARTNER	Johannesburg	Bouwman, Jan	Lawyer/Regular Partner	REG PARTNER
REG PARTNER	Johannesburg	Spies, Johanna	Lawyer/Regular Partner	REG PARTNER
REG PARTNER	Johannesburg	Janks, John	Lawyer/Regular Partner	REG PARTNER
REG PARTNER	Johannesburg	Jackson, Nicola	Lawyer/Regular Partner	REG PARTNER
REG PARTNER	Johannesburg	Langner, Othelia	Lawyer/Regular Partner	REG PARTNER
REG PARTNER	Johannesburg	Pheko, Phologo	Lawyer/Regular Partner	REG PARTNER
REG PARTNER	Johannesburg	Saffy, Samantha	Lawyer/Regular Partner	REG PARTNER
REG PARTNER	Johannesburg	Van Breda, Samantha	Lawyer/Regular Partner	REG PARTNER
REG PARTNER	Johannesburg	Dhever, Sushila	Lawyer/Regular Partner	REG PARTNER
REG PARTNER	Johannesburg	MacDonald, Jamie	Lawyer/Regular Partner	REG PARTNER
REG PARTNER	Johannesburg	Rajah, Sherisa	Lawyer/Regular Partner	REG PARTNER
SENIOR ASSOCIATE	Johannesburg	De Jager, Chloe	Lawyer/Associate	SENIOR ASSOCIATE
SENIOR ASSOCIATE	Johannesburg	Da Costa, Bianca	Lawyer/Associate	SENIOR ASSOCIATE
SENIOR ASSOCIATE	Johannesburg	Mokoena, Stimela	Lawyer/Associate	SENIOR ASSOCIATE
SENIOR ASSOCIATE	Johannesburg	Mubima, Ayanda	Lawyer/Associate	SENIOR ASSOCIATE
SENIOR ASSOCIATE	Johannesburg	Grainger, Clare	Lawyer/Associate	SENIOR ASSOCIATE
SENIOR ASSOCIATE	Johannesburg	Malesa, Godfrey	Lawyer/Associate	SENIOR ASSOCIATE
SENIOR ASSOCIATE	Johannesburg	Kay, Katy-Lynne	Lawyer/Associate	SENIOR ASSOCIATE
SENIOR ASSOCIATE	Johannesburg	Searle, Neil	Lawyer/Associate	SENIOR ASSOCIATE
SENIOR ASSOCIATE	Johannesburg	Pilane, Bontle	Lawyer/Associate	SENIOR ASSOCIATE
REG PARTNER	Johannesburg	Picas, Christopher	Lawyer/Associate	SENIOR ASSOCIATE
SENIOR ASSOCIATE	Johannesburg	Jean-Pierre, Lameeze	Lawyer/Associate	SENIOR ASSOCIATE
REG PARTNER	Johannesburg	Mackenzie, Neil	Lawyer/Associate	SENIOR ASSOCIATE
REG PARTNER	Johannesburg	Bryson, Simone	Lawyer/Associate	SENIOR ASSOCIATE
OPERATIONS	Johannesburg	Simon, Sheena	Support Staff/Other	OPERATIONS
SENIOR ASSOCIATE	Johannesburg	Vaillant, Alexandre	Lawyer/Associate	SENIOR ASSOCIATE

# BELL, DEWAR INC. - SOUTH AFRICA.

## APPENDIX E

### PROFESSIONAL SERVICES PROVIDED RELATING TO NON-CANADIAN LAW & PROFESSIONAL SERVICES PROVIDED IN THE U.S. & OUTSIDE OF CANADA

Name of Firm: Fasken Martineau DuMoulin LLP

#### 1. Professional Services Provided by Canadian Lawyers Relating to Non-Canadian Law

Please provide the following information on lawyers primarily resident in Canada who provide Professional Services relating to non-Canadian law (not including those which are incidental to the practice of Canadian law). Please only report on lawyers with more than 5% of docketed time in this category.

Name of Lawyer	Location of Office	% of Docketed Time Relating to Non-Canadian Law
NONE	SOUTH AFRICA	NIL

#### 2. Professional Services Provided by Canadian Lawyers from a U.S. Office

Please provide the following information on lawyers primarily resident in Canada who provide Professional Services part time in an office or branch of the Firm located in the United States. Please only report on lawyers with more than 5% of docketed time in this category.

Name of Lawyer	Location of Office	% of Docketed Time in the U.S. Office
NONE	SOUTH AFRICA	NIL

#### 3. Professional Services Provided by Offices Outside of Canada

Please provide the following information on all lawyers reported in Appendix B under the "Outside of Canada" column.

Location of Office	# of Lawyers Practise 100% Canadian Law	# of Lawyers Practise 100% Non-Canadian Law	# of Lawyers Practise both Canadian & Non-Canadian Law
SOUTH AFRICA	NIL	85	<del>85</del>
		65	

4. Other Insurance

For the exposures identified in Questions 1, 2 and 3 above, please provide details of specific insurance protection (e.g. coverage provided for a non-Canadian office or by a non-Canadian law society) as well as a copy of the policies.

Type of Exposure: PROFESSIONAL INDEMNITY INSURANCE.  
Insurance Carrier: AON.  
Policy Number: IN PROCESS OF ISSUE.  
Period of Insurance: 1-2-2017 TO 31-01-2018.  
Retroactive Date: \_\_\_\_\_  
Limits: \$ \_\_\_\_\_ per claim, \$ \_\_\_\_\_ annual aggregate

Type of Exposure: \_\_\_\_\_  
Insurance Carrier: \_\_\_\_\_  
Policy Number: \_\_\_\_\_  
Period of Insurance: \_\_\_\_\_  
Retroactive Date: \_\_\_\_\_  
Limits: \$ \_\_\_\_\_ per claim, \$ \_\_\_\_\_ annual aggregate

Type of Exposure: \_\_\_\_\_  
Insurance Carrier: \_\_\_\_\_  
Policy Number: \_\_\_\_\_  
Period of Insurance: \_\_\_\_\_  
Retroactive Date: \_\_\_\_\_  
Limits: \$ \_\_\_\_\_ per claim, \$ \_\_\_\_\_ annual aggregate

Type of Exposure: \_\_\_\_\_  
Insurance Carrier: \_\_\_\_\_  
Policy Number: \_\_\_\_\_  
Period of Insurance: \_\_\_\_\_  
Retroactive Date: \_\_\_\_\_  
Limits: \$ \_\_\_\_\_ per claim, \$ \_\_\_\_\_ annual aggregate

SEE ATTACHMENTS



## Quotes above include:

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### SHA (Santam) – current Insurer

- a) Misappropriation of Trust Monies Limit:  
R100,000,000 but R300,000,000 in the aggregate  
Deductible: R100,000 each claim
- b) Fidelity Guarantee cover:  
R100,000,000 but R300,000,000 in the aggregate  
Deductible: R50,000 per claim
- c) Outside Directors & Officers cover:  
R30,000,000 but R90,000,000 in the aggregate  
Deductible: Nil
- d) North America cover:  
R1,500,000,000 aggregate with no reinstatements  
Deductible: R250,000 per claim

## Alternate Quotes in addition with SHA

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### 1. Misappropriation of Trust Monies:

- a) Limit – R150,000,000 + two reinstatements Premium: R 9,244.30 (excl. VAT)
- b) Limit – R200,000,000 + two reinstatements Premium: R29,630.26 (excl. VAT)

### 2. Fidelity Guarantee Cover:

- a) Limit – R150,000,000 + two reinstatements Premium: R25,657.90 (excl. VAT)
- b) Limit – R200,000,000 + two reinstatements Premium: R71,271.93 (excl. VAT)

### 3. Outside Directors' & Officers':

- a) Limit – R40,000,000 + two reinstatements Premium: R7,823.29 (excl. VAT)

## Long Term Agreement - 3 year deal with SHA as primary Insurer

### Three (3) Year Agreement

It is hereby declared and agreed that the following agreement in respect of the rate on line applicable to renewal of this Insurance will apply for the specified Limits and Deductibles:-

- a) For the first Period of Insurance (01 February 2015 – 31 January 2016) a rate on line of 0.552% will apply;
- b) for the second Period of Insurance (01 February 2016 – 31 January 2017) a rate on line of 0.469% less 15% (fifteen percent) will apply;
- c) for the third Period of Insurance (01 February 2017 – 31 January 2018) the rate on line applied for the second Period of Insurance, less a further 15% (fifteen percent) will apply.

Subject to:-

- a) there being no material changes in the risk in the preceding year;
- b) there being no paid or reserved claims in excess of R 7,500,000

Subject to:-

- there being no material changes in the risk in the preceding year;
- there being no paid or reserved claims in excess of R7,500,000;
- the fee income / turnover of the Insured not decreasing by more than 10% year on year, in which case the 15% discount will not apply and the rate will remain unaltered for that Period of Insurance;
- receipt and review of a duly completed proposal form at every renewal

## Renewal Terms 2017 – Fee Income – R183,254,260

LAYER	LAYER LIMIT	LIMIT	INSURER	Net Premium (Ex. Vat)		
				2016 Layer Premium	2017 Layer Premium	TOTAL
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4th Excess Layer	1,450,000,000	250,000,000	Zurich SA	R175,438.60	R175,438.60	R1,140,957.24
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2016 Total : **R1,422,560.70** R1,184,816.89 (↓16.5%)

Primary Layer Rate on line : 0.469% 0.39865% (↓ 15%)

Quotes above include:

## Sylvie Devine

---

**From:** John Bethell  
**Sent:** March-31-17 5:22 AM  
**To:** Sylvie Devine  
**Subject:** RE: Question - Fasken Insurance Renewal - Professional Liability

Hi Sylvie

I am not aware of any claims being reported.

Regards

John

---

From: Sylvie Devine  
Sent: 31 March 2017 12:10 AM  
To: John Bethell; Carien Brady; Tumiso Komane  
Subject: RE: Question - Fasken Insurance Renewal - Professional Liability

Oups.... Just realized that I had sent your document to our broker but forgot to thank you all for your help.

One more questions: are you aware if any reporting of claims from Johannesburg?

Thanks again.

Sylvie

--

Sylvie Devine | Executive Assistant to | Adjointe de direction de  
Marc Ducharme | Chief Administrative Officer | Chef des services administratifs

T. +1 514 397 7475 | F. +1 514 397 7600  
[sdevine@fasken.com](mailto:sdevine@fasken.com) | [www.fasken.com](http://www.fasken.com)

Fasken Martineau DuMoulin S.E.N.C.R.L., s.r.l.  
800 Place Victoria, Bureau 3700, Montréal, , H4Z 1E9



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From: John Bethell  
Sent: March-27-17 1:21 AM  
To: Sylvie Devine; Carien Brady; Tumiso Komane  
Subject: RE: Question - Fasken Insurance Renewal - Professional Liability

Hi Sylvie

Attached please find completed questionnaire. For clarity I have extracted a copy of our various covers of PI insurance and other related policies.

Regards

John

---

From: Sylvie Devine  
Sent: 21 March 2017 10:52 PM  
To: Carien Brady; Tumiso Komane; John Bethell  
Subject: Question - Fasken Insurance Renewal - Professional Liability  
Importance: High

Hello,

We are working on the renewal application for the firm's Professional Liability coverage insurance. We are asked to answer to the following for the Johannesburg Office:

- a) See Appendix E – Section 3. Professional Services Provided by Offices Outside of Canada
- b) Reporting of claims

May I ask for your help to complete Section 3 of Appendix E and let us know if you are aware of any reporting claims.

Thanks for your help. Let me know if you need further details. We would need the answers by this coming Friday.

Let me know.

Sylvie

--

Sylvie Devine | Executive Assistant to | Adjointe de direction de  
Marc Ducharme | Chief Administrative Officer | Chef des services administratifs

T. +1 514 397 7475 | F. +1 514 397 7600  
[sdevine@fasken.com](mailto:sdevine@fasken.com) | [www.fasken.com](http://www.fasken.com)

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800 Place Victoria, Bureau 3700, Montréal, , H4Z 1E9



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# **LONDON 2017**

**Sylvie Devine**

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**From:** Anne Dutch  
**Sent:** March-21-17 8:51 AM  
**To:** Sylvie Devine  
**Subject:** London CLLAS Renwal 2017-18  
**Attachments:** 90440281\_v(1)\_LONDON UK CLLAS INS RENEWAL 2017\_18.PDF; LONDON E&O REPORT CLAIMS 2017.pdf; 90438864\_v(1)\_LONDON Summary of Claims and Circumstances updated on 7 March 2017.DOC

Sylvie,

Attached please find our completed documentation for the renewal of the CLLAS insurance for 2017/18.

Please note that I have not included Kathryn Beck in any of our renewal documentation as she should be included in Toronto's renewal.

Also, please note on Appendix E I have removed the lawyers from section 1 as our lawyers are resident in the UK and not "mostly resident in Canada". Please let me know if this is incorrect.

Please let me know if I have missed anything or you think that something is incorrect.

Thanks.

A.

-----  
Anne Dutch | Office Manager

T. +44 20 7917 8615 | F. +44 20 7917 8555  
[adutch@fasken.com](mailto:adutch@fasken.com) | [www.fasken.com](http://www.fasken.com)

Fasken Martineau LLP  
15th Floor, 125 Old Broad Street, London, EC2N 1AR



VANCOUVER    CALGARY    TORONTO    OTTAWA    MONTRÉAL    QUEBEC CITY    LONDON    JOHANNESBURG



LONDON

9. Please show the Firm's practice split by indicating the approximate percentage of billings for the following areas of law:

	<u>This Year</u>	<u>Last Year</u>
a) Corporate and Commercial Law	_____ %	30.1 %
b) Criminal Law	_____ %	0.0 %
c) Family Law	_____ %	0.0 %
d) Intellectual Property	_____ %	6.0 %
e) Labour Law	_____ %	13.1 %
f) Litigation	_____ %	24.4 %
g) Real Estate	_____ %	9.0 %
h) Securities Law	_____ %	7.3 %
i) Tax Matters	_____ %	3.5 %
j) Wills, Estates, Trust	_____ %	1.2 %
k) Other (please specify)	_____ %	5.4 %

10. Have any of the lawyers or non-lawyer consultants listed in Appendices B and C or former lawyers or former non-lawyer consultants of the Firm been the subject of disciplinary proceedings, suspended or disbarred from practice since the date of the Firm's most recent CLLAS application? ☐ yes ☒ no

If "yes", please provide full details:

---

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11. Attached as Appendix D is a description of the "Associated Firms" and "Umbrella Firms" which are identified in the Associated Firm Endorsement (Endorsement No. 1) of the current CLLAS Primary Policy. Please verify, update where appropriate and advise CLLAS of any anticipated changes.
12. Canadian law society programs may restrict coverage if Professional Services are provided outside of Canada or if the Professional Services relate to non-Canadian law. The CLLAS Primary Policy also excludes coverage for lawyers providing Professional Services from a U.S. office as well as the practice of non-Canadian law. Please provide details of such services in Appendix E.
13. Attached as Appendix F is a schedule of claims and notices which have been given to the applicable law society and CLLAS as of December 31, 2016. Please verify and provide any changes in status. All known claims or notices that are not on the schedule, including those reported to any underlying insurance carrier, should be reported up to the date of this application. However, updates thus reported are not considered official notice of claim to CLLAS.

If applicable, CLLAS will also require an update on claims of your predecessor firms which were reported prior to any merger which are paid or currently reserved excess of \$500,000

Note: Details required on all claims or notices are: name of lawyer, name of claimant, date claim reported, error date, date claim closed (if applicable), a brief description of the claim, including damages sought, amount paid (legal & indemnity) and amount reserved (legal & indemnity).

## **APPENDIX B**

APPENDIX B  
ACTIVE MEMBERS OF THE FIRM AS OF MARCH 1, 2017

LONDON

Name of Firm: Fasken Martineau DuMoulin LLP

	CANADA				OUTSIDE OF CANADA <sup>15</sup>	
	B.C.	Alberta	Ontario	Quebec	Other Provinces (Please specify)	U.S. Locations
a) No. of Lawyers <sup>11</sup>						12
b) No. of Patent & Trademark Agents <sup>12</sup>						0
c) No. of Non-Lawyer Consultants <sup>13</sup>						0
d) No. of Paralegals						0
e) No. of Other Employees						7
f) No. of lawyers who are not employees of the Firm who, directly or indirectly, provide services to professional corporations which are partners of the Firm <sup>14</sup>						0

<sup>11</sup> Including partners, employed lawyers, counsels/of counsels and lawyer consultants.

<sup>12</sup> These are not lawyers

<sup>13</sup> Please complete Appendix C if individuals are reported under this category.

<sup>14</sup> Lawyers reported here should not be included under a). (See note at Question 8.f) of the application.)

<sup>15</sup> Please complete Question 3 of Appendix E to provide further information on lawyers reported under these columns.

*Please attach a list of the lawyers reported under a) above, showing in each case his/her full name, date of call, date joined the Firm and, if applicable, date became partner.*

*Please attach a list of the names of the individuals reported under f) above, together with the names of the professional corporations to which they provide services.*

*If underlying insurance is purchased outside any Canadian mandatory law society program for lawyers, please provide full details under Appendix E, Question 4.*

If members of the Firm, either alone or with others, engage in the conduct of any profession or business other than the practice of law (e.g. financial management, mortgage brokering or other consulting; underwriting or brokering of securities or investment banking activities; real estate appraisal; actuarial analysis) either directly or indirectly as an agent, employee or partner of any organization, please give full particulars.

# **LIST OF LAWYERS**

## Appendix B

### Active Members of Firm

#### Fasken Martineau LLP - London UK

Name	Date of Call	Date Joined Firm	Date became Partner	Full/Part Time
Akinjide, Abayomi	England & Wales 1993	1 May 2007	EP 1 May 2007	Full Time
Bradley, Laura	England & Wales 2010	1 August 2009	Associate	Full Time
Gourley, Albert Carlisle	Ontario 1992 England & Wales 2008	1 February 2003	EP 1 February 2003	Full Time
Katz, Jodi	Ontario 1999 England & Wales 2005	16 April 2010	RP 1 February 2012	Full Time
Linfield, Derek N	Ontario 1990	22 March 2016	Consultant	Part Time
McMinn, Vanessa	Ontario 2007 England & Wales 2016	1 October 2012	Associate	Full Time
Modha, Reena Bhasker	Alberta 2001 England & Wales 2008	1 July 2017	Consultant	Part Time
Paddock, June	England & Wales 1980	4 October 1993	Consultant	Part Time
Sethi, Ruhi	England & Wales 2005	23 May 2016	Consultant	Part Time
Wang, Jane	England & Wales 2010	5 September 2013	Associate	Full Time
Wexler, Thomas	England & Wales 1998	1 May 2007	RP 1 May 2007	Full Time
Yurkowski, Rachel	England & Wales 2013	28 June 2016	Consultant	Part Time

# APPENDIX C

APPENDIX C  
ACTIVE NON-LAWYER COUNSELLANTS OF THE FIRM AS OF MARCH 1, 2017  
(Excluding Patent & Trademark Agents)

Name of Firm: Fasken Martineau DuMoulin LLP - London UK - Not Applicable

**SECTION A**

Professional Service Provided or Type of Profession	# Person in Same Profession	Location (Province)	Client Contact	Advise Clients	Supervised by Lawyers	Underlying Insurance <sup>/1</sup>	% of Time Docketed <sup>/2</sup>
			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

**SECTION B**

Please provide the following details on the underlying insurances purchased and attach a copy of the policies:

Type of Exposure:	
Insurance Carrier:	
Policy Number:	
Period of Insurance:	
Retroactive Date:	
Limits:	\$ _____ per claim, \$ _____ aggregate
	\$ _____ per claim, \$ _____ aggregate

<sup>/1</sup> If underlying insurance is purchased, please complete Section B.

<sup>/2</sup> PLEASE COMPLETE THIS COLUMN ONLY FOR INDIVIDUALS WHO ARE NOT ACTING UNDER THE SUPERVISION OF A LAWYER AND FOR THAT PORTION OF TIME THE INDIVIDUAL IS NOT ACTING UNDER THE SUPERVISION OF A LAWYER.

# APPENDIX E



# APPENDIX E

## PROFESSIONAL SERVICES PROVIDED RELATING TO NON-CANADIAN LAW & PROFESSIONAL SERVICES PROVIDED IN THE U.S. & OUTSIDE OF CANADA

Name of Firm: Fasken Martineau DuMoulin LLP - London UK

### 1. Professional Services Provided by Canadian Lawyers Relating to Non-Canadian Law

Please provide the following information on lawyers primarily resident in Canada who provide Professional Services relating to non-Canadian law (not including those which are incidental to the practice of Canadian law). Please only report on lawyers with more than 5% of docketed time in this category.

Name of Lawyer	Location of Office	% of Docketed Time Relating to Non-Canadian Law

### 2. Professional Services Provided by Canadian Lawyers from a U.S. Office

Please provide the following information on lawyers primarily resident in Canada who provide Professional Services part time in an office or branch of the Firm located in the United States. Please only report on lawyers with more than 5% of docketed time in this category.

Name of Lawyer	Location of Office	% of Docketed Time in the U.S. Office

### 3. Professional Services Provided by Offices Outside of Canada

Please provide the following information on all lawyers reported in Appendix B under the "Outside of Canada" column.

Location of Office	# of Lawyers Practise 100% Canadian Law	# of Lawyers Practise 100% Non-Canadian Law	# of Lawyers Practise both Canadian & Non-Canadian Law
London	1*	7**	4***

\* Derek Linfield

\*\* Abayomi Akinjide/Laura Bradley/June Paddock/Ruhi Sethi/Jane Wang/Thomas Wexler/Rachel Yurkowski

\*\*\* Al Gourley/Jodi Katz/Vanessa McMinn/Reena Modha

#### 4. Other Insurance

For the exposures identified in Questions 1, 2 and 3 above, please provide details of specific insurance protection (e.g. coverage provided for a non-Canadian office or by a non-Canadian law society) as well as a copy of the policies.

Type of Exposure: \_\_\_\_\_  
Insurance Carrier: \_\_\_\_\_  
Policy Number: \_\_\_\_\_  
Period of Insurance: \_\_\_\_\_  
Retroactive Date: \_\_\_\_\_  
Limits: \$ \_\_\_\_\_ per claim, \$ \_\_\_\_\_ annual aggregate

Type of Exposure: \_\_\_\_\_  
Insurance Carrier: \_\_\_\_\_  
Policy Number: \_\_\_\_\_  
Period of Insurance: \_\_\_\_\_  
Retroactive Date: \_\_\_\_\_  
Limits: \$ \_\_\_\_\_ per claim, \$ \_\_\_\_\_ annual aggregate

Type of Exposure: \_\_\_\_\_  
Insurance Carrier: \_\_\_\_\_  
Policy Number: \_\_\_\_\_  
Period of Insurance: \_\_\_\_\_  
Retroactive Date: \_\_\_\_\_  
Limits: \$ \_\_\_\_\_ per claim, \$ \_\_\_\_\_ annual aggregate

Type of Exposure: \_\_\_\_\_  
Insurance Carrier: \_\_\_\_\_  
Policy Number: \_\_\_\_\_  
Period of Insurance: \_\_\_\_\_  
Retroactive Date: \_\_\_\_\_  
Limits: \$ \_\_\_\_\_ per claim, \$ \_\_\_\_\_ annual aggregate

Policy No <b>B1353DR1601209000</b>	<b>1353</b> <b>LNP</b>
<h1>Market Reform Contract</h1>	
Insured/Reinsured Fasken Martineau LLP	
Period 1 October 2016 to 30 September 2017	
For LPSO use	
For IUA use	
For LIRMA use	

GR9/24 August 2016/DR1601209LUL



## RISK DETAILS

**Unique Market Reference:**

B1353DR1601209000

**Type:**

Solicitors Professional Indemnity Insurance

**Named Insured:**

Fasken Martineau LLP (a limited liability partnership registered in England and Wales)

**Principal Address:**17 Hanover Square,  
London W1S 1HU,  
England,  
United Kingdom**Period:**From: 1 October 2016  
To: 30 September 2017  
both days inclusive at the Principal Address above.**Interest:**

Solicitors Professional Indemnity insurance, as more fully defined in the attached wording

**Sum Insured:**

GBP 3,000,000 any one Claim, costs in addition

**Excess:**

Excess of the CLLAS International Policy Limits:

CAD 105,000,000 any one claims and in the aggregate  
and

USD 30,000,000 any one claim and in the aggregate

**Territorial Limits:**

Worldwide.

**Conditions:**

As per policy wording attached.

Address for Notification: (via broker or other agent only):  
Lloyd's Syndicate 4000,  
One Lime Street  
London EC3M 7HD

**Choice of Law and Jurisdiction:**

England and Wales as set forth in 6.16 Construction and Interpretation of the attached wording.

**Premium:**

GBP 22,500 (100%) annual

**Payment Terms:**

None.

**Taxes Payable by Named Insured and administered by Insurers:**

10% United Kingdom Insurance Premium Tax

**Recording, Transmitting & Storing Information:**

Where Lloyd & Partners maintains risk and claim data / information / documents Lloyd & Partners may hold data / information / documents electronically.

**Insurer Contract Documentation:**

This document details the contractual terms between the contracting parties, and constitutes the contractual document.

This Contract has been arranged by Lloyd & Partners (a trading name of JLT Specialty Limited).

**Notice of Cancellation:**

Where (Re)insurers have the right to give notice of cancellation in accordance with the provisions of the Contract, then:

- To the extent provided by the Contract, the Contract Leader is authorised to issue such notice on behalf of all participating (Re)insurers; and (optionally)

- Any (Re)insurer may issue such notice in respect of its own participation

---

**PREMIUM PAYMENT CLAUSE**

Notwithstanding any provision to the contrary within this contract or any endorsement hereto, the following clause will apply.

The Insured undertakes that premium will be paid in full to Insurers within 60 days of inception of this contract (or, in respect of instalment premiums, when due).

If the premium due under this contract has not been so paid to Insurers by the 60 day from the inception of this contract (and, in respect of instalment premiums, by the date they are due) Insurers shall have the right to cancel this contract by notifying the Insured via the broker in writing. In the event of cancellation, premium is due to Insurers on a pro rata basis for the period that Insurers are on risk but the full contract premium shall be payable to Insurers in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this contract.

It is agreed that Insurers shall give not less than 15 days prior notice of cancellation to the Insured via the broker. If premium due is paid in full to Insurers before the notice period expires, notice of cancellation shall automatically be revoked. If not, the contract shall automatically terminate at the end of the notice period.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

30/09/08  
LSW3001 (amended)

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## INFORMATION

Information made available to and seen by all subscribing Insurers hereon includes the following:

- (1) Proposal for UK SRA Indemnity backed policy (1 page)
- (2) Indemnification agreement (2 pages)
- (3) Bob Wilson email dated 16 August 2016 (1 page)

## SECURITY DETAILS

### **(Re)insurer's Liability:**

### **(Re)insurer's liability several not joint**

The liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning "signing" below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

### **Proportion of liability**

Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each (re)insurer (or in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its "written line".

Where this contract permits, written lines, or certain written lines, may be adjusted ("signed"). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a "signed line". The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.



Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should read as a reference to contracts in the plural.

21/6/07  
LMA3333

**Order Hereon:** 100% of 100%

**Basis of Written Lines:** Percentage of Whole

**Signing Provisions:** In the event that the written lines hereon exceed 100% of the order, any lines written "to stand" will be allocated in full and all other lines will be signed down in equal proportions so that the aggregate signed lines are equal to 100% of the order without further agreement of any of the Insurers.

However:

- a) in the event that the placement of the order is not completed by the commencement date of the period of insurance then all lines written by that date will be signed in full;
- b) the signed lines resulting from the application of the above provisions can be varied, before or after the commencement date of the period of insurance, by the documented agreement of the Insured and all Insurers whose lines are to be varied. The variation to the contracts will take effect only when all such Insurers have agreed, with the resulting variation in signed lines commencing from the date set out in that agreement.

**Written Lines:** In a co-insurance placement, following insurers may, but are not obliged to, follow the premium charged by the Contract Leader.

Insurers may not seek to guarantee for themselves terms as favourable as those which others subsequently achieve during the placement.

## SECURITY DETAILS

100%

**Pembroke**  $\times$  PEM 4000  

0	6	7	1	6	2	1	6	A	A
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T A. B. H. GLOVER & OTHERS  
AJ S:1f

pem  $\frac{25}{8}$   
16

## FISCAL & REGULATORY

**Taxes Payable by  
Insurer(s):**

None

**Country of Origin:**

United Kingdom

**Overseas Broker:**

Pro-Form Sinclair Professional  
675 Cochrane Drive  
Suite 200, East Tower  
Markham  
Ontario

**Allocation of Premium  
to Coding:**

100% - E3

**Regulatory Client  
Classification:**

Commercial

**Pembroke**  
SYNDICATE 4000

# **Pembroke**

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## **SYNDICATE 4000**

**Professional Liability**

**Solicitors**

**Primary Policy Wording**

# Pembroke

## SYNDICATE 4000

### SCHEDULE

1. **Policy Number:** B1353DR1601209
2. **Insured Firm:** Fasken Martineau LLP (a limited liability partnership registered in England and Wales)
3. **Principal Address:** 17 Hanover Square  
London  
W1S 1HU,  
England,  
United Kingdom.
4. **Sum Insured:** GBP 3,000,000 each and every **Claim**, exclusive of **Defence Costs**
5. **Excess:** Excess of the CLLAS International Policy Limits  
CAD 105,000,000 any one claim and in the aggregate  
and  
USD 30,000,000 any one claim and in the aggregate
6. **Policy Period:** From: 1st October, 2016  
To: 30th September, 2017  
Both days inclusive at the Principal Address shown above.
7. **Premium:** GBP 22,500 plus  
GBP 2,137.50 Insurance Premium Tax  
GBP 24,637.50 Total  
Additional Premium for run-off cover: 400% of item 7.
8. **Address for notification:** Lloyd's Syndicate 4000  
(via broker or other agent) One Lime Street  
London EC3M 7HA
9. **Date of Proposal:** Not applicable
10. **Date of Declaration:** 30th September 2013

# Pembroke

## SYNDICATE 4000

In consideration of the payment by the **Insured** of the premium shown in the **Schedule** hereof, the **Insurer** agrees, subject to the terms of this **Policy**, as follows:

### 1. INSURING CLAUSE

#### 1.1 Civil Liability

The **Insurer** shall indemnify the **Insured** against civil liability to the extent that it arises from **Private Legal Practice** in connection with the **Insured Firm's Practice**, provided that a **Claim** in respect of such liability:

- (a) is first made against the **Insured** during the **Policy Period**; or
- (b) is made against the **Insured** during or after the **Policy Period** and arises from **Circumstances** first notified to the **Insurer** during the **Policy Period**.

#### 1.2 Defence Costs

The **Insurer** shall also indemnify the **Insured** against **Defence Costs** in relation to:

- (a) any **Claim** referred to in clause 1.1, 1.4 or 1.6;
- (b) any **Circumstances** first notified to the **Insurer** during the **Policy Period**; or
- (c) any investigation or inquiry (save in respect of any disciplinary proceeding under the authority of the **Society** (including, without limitation, the **SRA** and the **Tribunal**)) during or after the **Policy Period** arising from any **Claim** referred to in clause 1.1, 1.4 or 1.6 or from **Circumstances** first notified to the **Insurer** during the **Policy Period**.

#### 1.3 The Insured

For the purposes of cover under clause 1.1, the **Insured** means:

- (a) the **Insured Firm**;
- (b) each service, administration, trustee or nominee **Company** owned as at the date of occurrence of relevant **Circumstances** by the **Insured Firm** and/or the **Principals** of the **Insured Firm**;
- (c) each **Principal**, each former **Principal** and each person who becomes during the **Policy Period** a **Principal** of the **Insured Firm** or a **Company** referred to in paragraph (b);
- (d) each **Employee**, each former **Employee** and each person who becomes during the **Policy Period** an **Employee** of the **Insured Firm** or a **Company** referred to in paragraph (b); and
- (e) the estate or legal personal representative of any deceased or legally incapacitated person referred to in paragraph (c) or (d).

### 1.4 Prior Practice

The **Insurer** will indemnify the **Insured** against civil liability to the extent that it arises from **Private Legal Practice** in connection with a **Prior Practice**, provided that a **Claim** in respect of such liability:

- (a) is first made against the **Insured** during the **Policy Period**; or
- (b) is made against the **Insured** during or after the **Policy Period** and arises from **Circumstances** first notified to the **Insurer** during the **Policy Period**.

### 1.5 The Insured – Prior Practice

For the purposes of cover under clause 1.4, the **Insured** means:

- (a) each **Partnership** or **Recognised Body** or **Licensed Body** (in respect of its **Regulated Activities**) which, or **Sole Practitioner** who, carried on the **Prior Practice**;
- (b) each service, administration, trustee or nominee **Company** owned as at the date of occurrence of relevant **Circumstances** by the **Partnership**, **Recognised Body** or **Licensed Body** (in respect of its **Regulated Activities**) which, or **Sole Practitioner** who, carried on the **Prior Practice** and/or the **Principals** of such **Partnership** or **Recognised Body** or **Licensed Body**;
- (c) each **Principal** and former **Principal** of each **Partnership**, **Recognised Body** or **Licensed Body** (in respect of its **Regulated Activities**) referred to in paragraph (a) or **Company** referred to in paragraph (b);
- (d) each **Employee** and former **Employee** of the **Partnership**, **Recognised Body**, **Licensed Body** (in respect of its **Regulated Activities**) or **Sole Practitioner** referred to in paragraph (a) or **Company** referred to in paragraph (b), and
- (e) the estate or legal personal representative of any deceased or legally incapacitated **Sole Practitioner** referred to in paragraph (a) or person referred to in paragraph (c) or (d).

### 1.6 Successor practice

The **Insurer** will indemnify the **Insured** against civil liability to the extent that it arises from **Private Legal Practice** in connection with a **Successor Practice** to the **Insured Firm's Practice** (where succession is as a result of one or more separate mergers, acquisitions, absorptions or other transitions as set out in clause 2), provided that a **Claim** in respect of such liability:

- (a) is first made against the **Insured** during the **Policy Period**; or
- (b) is made against the **Insured** during or after the **Policy Period** and arises from **Circumstances** first notified to the **Insurer** during the **Policy Period**,

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unless run-off cover is provided in accordance with clause 8.3 of the **Policy**.

### 1.7 The Insured – successor practice

For the purposes of cover under clause 1.6, the **Insured** means:

- (a) each **Partnership** or **Recognised Body** or **Licensed Body** (in respect of its **Regulated Activities**), which, or **Sole Practitioner** who, carries on the **Successor Practice** during the **Policy Period**;
- (b) each service, administration, trustee or nominee **Company** owned as at the date of occurrence of relevant **Circumstances** by the **Partnership**, **Recognised Body** or **Licensed Body** (in respect of its **Regulated Activities**) which, or **Sole Practitioner** who, carries on the **Successor Practice** and/or the **Principals** of such **Partnership** or **Recognised Body** or **Licensed Body**;
- (c) each **Principal**, each former **Principal** and each person who becomes during the **Policy Period** a **Principal** of any **Partnership**, **Recognised Body** or **Licensed Body** (in respect of its **Regulated Activities**) referred to in paragraph (a) or **Company** referred to in paragraph (b);
- (d) each **Employee**, each former **Employee** and each person who becomes during the **Policy Period** an **Employee** of the **Partnership**, **Recognised Body**, **Licensed Body** (in respect of its **Regulated Activities**) or **Sole Practitioner** referred to in paragraph (a) or **Company** referred to in paragraph (b); and
- (e) the estate or legal personal representative of any deceased or legally incapacitated **Sole Practitioner** referred to in paragraph (a) or person referred to in paragraph (c) or (d).

### 1.8 Award by regulatory authority

The **Insurer** will indemnify the **Insured** against any amount paid or payable in accordance with the recommendation of the Legal Services Ombudsman, the Office for Legal Complaints (including the Legal Ombudsman pursuant to sections 137(2)(c) and section 137(4)(b) of the Legal Services Act 2007) or any other regulatory authority to the same extent as it indemnifies the **Insured** against civil liability provided that the **Insurer** will have no liability in respect of any determination by the Legal Ombudsman pursuant to section 137(2)(b) of the Legal Services Act 2007 to refund any fees paid to the **Insured**.

## 2. DEFINITIONS AND INTERPRETATION

In this **Policy**, unless the context otherwise requires:

- (a) the singular includes the plural, and vice versa;
- (b) words importing the masculine gender include the feminine and vice versa and references to the masculine or feminine include the neuter;



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- (c) the word "body" includes a sole practitioner, and a special body within the meaning of section 106 of the Legal Services Act 2007;
- (d) the word "person" includes an individual, partnership, or a body of persons (corporate or unincorporated);
- (e) any explanatory notes, guidance notes and/or commentary are for the purposes of guidance only and where any conflict exists, they shall not affect the interpretation of the provisions within this **Policy**;
- (f) any headings are for ease of reference only and shall not affect the interpretation of the provisions within this **Policy**;
- (g) "in writing" includes any form of written electronic communication normally used for business purposes, such as emails;
- (h) references to certificates, letters or other forms of written communication include references to those in both electronic and hard copy format;
- (i) a reference to any statute, statutory provision, code or regulation includes:
  - (i) any subordinate legislation (as defined by section 21(1) of the Interpretation Act 1978) made under it; and
  - (ii) any provision which it has superseded or re-enacted (with or without modification) or amended, and any provision superseding it or re-enacting it (with or without modification) or amending it either before, or at or after the beginning of the **Policy Period**;
- (j) references to the **Society** include the **SRA** and any body or person which succeeds in whole or in part to the functions of the **Society** or the **SRA** and any delegate of the **Society**, the **SRA** or any such body or person;
- (k) a reference to a director includes a member of a **Limited Liability Partnership**;
- (l) words and expressions which are in bold have the meaning set out in this clause 2; and
- (m) words and expressions in this **Policy** are to be construed consistently with the same or similar words or expressions in the Solicitors' Indemnity Insurance Rules 2013.

For the purposes of this **Policy**, the terms in bold type shall have the meanings designated below:

**Appellate Body** means the body with the power, by virtue of an order under section 80(1) of the Legal Services Act 2007, to hear and determine appeals against decisions made by the **SRA** acting as a **Licensing Authority**;

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**Approved Regulator** means any body listed as an approved regulator in paragraph 1 of Schedule 4 to the Legal Services Act 2007 or designated as an approved regulator by an order under paragraph 17 of that Schedule;

**Assets** includes money, documents, wills, deeds, investments and other property;

**Authorised Insurer** means:

- (a) a person who has permission under Part IV of the **FSMA** to effect or carry out contracts of insurance of a relevant class;
- (b) a person who carries on an insurance market activity, within the meaning of section 316(3) of **FSMA**;
- (c) an EEA firm of the kind mentioned in paragraph 5(d) of Schedule 3 to **FSMA**, which has permission under paragraph 15 of that Schedule (as a result of qualifying for authorisation under paragraph 12 of that Schedule) to effect or carry out contracts of insurance of a relevant class; or
- (d) a person who does not fall within paragraph (a), (b) or (c) and who may lawfully effect or carry out contracts of insurance of a relevant class in a member state other than the UK

where relevant "class" has the meaning set out in section 87(1B) of the Solicitors Act 1974 provided that this definition must be read with section 22 of **FSMA**, any relevant order under that section and Schedule 2 to **FSMA**;

**Bodily Injury** means physical injury, sickness or disease sustained by a person, including any resulting disability, mental anguish, mental injury, shock, fright or death.

**Cessation** means where the **Insured Firm's Practice** ceases during or on expiry of the **Policy Period** and the **Insured Firm** has not obtained succeeding insurance in compliance with the **Minimum Terms and Conditions**.

**Cessation Period** means the period commencing on the expiry of the **Extended Indemnity Period** where, during the **Extended Indemnity Period** the relevant **Firm** has not ceased **Practice** or obtained a policy of **Qualifying Insurance** incepting with effect on and from the day immediately following expiration of the **Policy Period**, and ending on the date which is the earlier to occur of:

- (a) the date, if any, on which the **Firm** obtains a policy of **Qualifying Insurance** incepting with effect on and from the day immediately following the expiration of the **Policy Period**;
- (b) the date which is 90 days after the commencement of the **Extended Indemnity Period**; or
- (c) the date on which the **Insured Firm's Practice** ceases.

**Circumstances** means an incident, occurrence, fact, matter, act or omission which may give rise to a **Claim** in respect of civil liability;

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**Claim** means a demand for, or an assertion of a right to, civil compensation or civil damages or an intimation of an intention to seek such compensation or damages. For these purposes, an obligation on an **Insured Firm** and/or any **Insured** to remedy a breach of the Solicitors Account Rules 1998 (as amended from time to time), or any rules (including, without limitation, the SRA Account Rules 2011) which replace the Solicitors' Accounts Rules 1998 in whole or in part, shall be treated as a **Claim**, and the obligation to remedy such breach shall be treated as a civil liability for the purposes of Clause 1.1, whether or not any person makes a demand for or an assertion of a right to, civil compensation or civil damages or an intimation of an intention to seek such damages or an intimation of an intention to seek such compensation or damages as a result of such breach, except where any such obligation may arise as a result of the insolvency of a bank (as defined in section 87 of the Solicitors Act 1974) or a building society (within the meaning of the Building Societies Act 1986) which holds client money in a client account of the **Insured Firm** or the failure of such bank or building society generally to repay monies on demand;

**Claimant** means a person or entity which has made or may make a **Claim**, including a **Claim** for contribution or indemnity;

**Companies Acts** means the Companies Act 1985 and the Companies Act 2006;

**Company** means a company incorporated in an **Establishment Directive** state and registered under the **Companies Acts** or a **societas Europaea**;

**Council** has the meaning given in section 87 of the Solicitors Act 1974;

**Defence Costs** mean necessary and reasonable legal costs and disbursements and investigative and related expenses incurred with the **Insurer's** prior written consent in:

- (a) defending any proceedings relating to a **Claim**; or
- (b) conducting any proceedings for indemnity, contribution or recovery relating to a **Claim**; or
- (c) investigating, reducing, avoiding or compromising any actual or potential **Claim**; or
- (d) acting for any **Insured** in connection with any investigation, inquiry or disciplinary proceeding (save in respect of any disciplinary proceeding under the authority of the **Society** (including, without limitation, the **SRA** and the **Tribunal**)).

**Defence Costs** do not include any internal or overhead expenses of the **Insured Firm** or the **Insured** or the cost of any **Insured's** time;

**Director** means a director of a **Company**; and in relation to a **societas Europaea** includes:

- (a) in a two-tier system, a member of the management organ and a member of the supervisory organ; and

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- (b) in a one-tier system, a member of the administrative organ;

**Employee** means any person other than a **Principal**:

- (a) employed or otherwise engaged in the **Insured Firm's Practice** (including under a contract for services) including, without limitation, as a **Solicitor**, lawyer, trainee solicitor or lawyer, consultant, associate, locum tenens, agent, appointed person (as defined in the Solicitors' Indemnity Insurance Rules 2013) office or clerical staff member or otherwise;
- (b) seconded to work in the **Insured Firm's Practice**; or
- (c) seconded by the **Insured Firm** to work elsewhere.

**Employee** does not include any person who is engaged by the **Insured Firm** under a contract for services in respect of any work where that person is required, whether under the Solicitors' Indemnity Insurance Rules 2013 or under the rules of any other professional body, to take out or be insured under separate professional indemnity insurance in respect of that work;

**Establishment Directive** means the Establishment of Lawyers Directive 98/5/EC;

**Establishment Directive state** means a state to which the **Establishment Directive** applies;

**Excess** means the first amount of each and every **Claim** which is to be borne by the **Insured**;

**Extended Indemnity Period** means the period commencing at the end of the **Policy Period** and ending on the date which is the earlier to occur of:

- (a) the date, if any, on which the **Firm** obtains a policy of **Qualifying Insurance** incepting on and with effect from the day immediately following the expiration of the **Policy Period**;
- (b) the date which is 30 days after the end of the **Policy Period**; or
- (c) the date which the **Insured Firm's Practice** ceases.

**Existing Instructions** means activities in connection with the **Private Legal Practice** of the **Firm** which the **Firm** held before the **Cessation Period** commenced or which are necessary in connection with the discharge of such obligations.

**Firm** means:

- (a) any **Recognised Body** (as constituted from time to time); or
- (b) any **Solicitor** or **Registered European Lawyer** who is a **Sole Practitioner**, unless that **Sole Practitioner** is a **Non-SRA Firm**; or

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- (c) any **Partnership** (as constituted from time to time) which is eligible to become a **Recognised Body** and which meets the requirements applicable to **Recognised Bodies** set out in the SRA Practice Framework Rules 2011 and the SRA Authorisation Rules for Legal Services Bodies and Licensable Bodies 2011, unless that **Partnership** is a **Non-SRA Firm**; or
- (d) any **Licensed Body** in respect of its **Regulated Activities**,  
whether before or during any relevant **Indemnity Period**;

**FSMA** means the Financial Services and Markets Act 2000;

**Indemnity Period** means the period of one year starting on 1 September 2000, 2001 or 2002, the period of 13 calendar months starting on 1 September 2003, or the period of one year starting on 1 October in any subsequent calendar year;

**Insured** means any of:

- (a) the **Insured Firm**;
- (b) each service, administration, trustee or nominee **Company** owned as at the date of occurrence of relevant **Circumstances** by the **Insured Firm** and/or the **Principals** of the **Insured Firm**;
- (c) each **Principal**, each former **Principal** and each person who becomes during the **Policy Period** a **Principal** of the **Insured Firm** or a **Company** referred to in paragraph (b);
- (d) each **Employee**, each former **Employee** and each person who becomes during the **Policy Period** an **Employee** of the **Insured Firm** or a **Company** referred to in paragraph (b); and
- (e) the estate or legal personal representative of any deceased or legally incapacitated person referred to in paragraph (c) or (d);

**Insured Firm** means the **Firm** (as defined for the purposes of the Solicitors Indemnity Insurance Rules 2013), which contracted with the **Insurer** to provide this **Policy**;

**Insured Firm's Practice** means:

- (a) the legal **Practice** carried on by the **Insured Firm** as at the commencement of the **Policy Period**; and
- (b) the continuous legal **Practice** preceding and succeeding the **Practice** referred to in paragraph (a) (irrespective of changes in ownership of the **Practice** or in the composition of any **Partnership** which owns or owned the **Practice**);

**Insurer** means the Lloyd's Syndicate or Syndicates and the Insurance Company or Companies as set out in the Table of Insurers;

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**Lead Insurer** means the insurer named as such in the contract of insurance or, if no **Lead Insurer** is named as such, the first named **Insurer** on the relevant Certificate of Insurance or **Schedule**;

**Legal Activity** has the meaning given in section 12 of the Legal Services Act 2007, and includes any **Reserved Legal Activity** and any other activity which consists of the provision of legal advice or assistance, or representation in connection with the application of the law or resolution of legal disputes;

**Legal Ombudsman** means the scheme administered by the Office for Legal Complaints under Part 6 of the Legal Services Act 2007;

**Licensed Body** means a body licensed by the **SRA** under Part 5 of the Legal Services Act 2007;

**Licensing Authority** means an **Approved Regulator** which is designated as a **Licensing Authority** under Part 1 of Schedule 10 to the Legal Services Act 2007, and whose licensing rules have been approved for the purposes of the Legal Services Act 2007;

**Limited Liability Partnership** means a limited liability partnership incorporated under the Limited Liability Partnerships Act 2000.

**Member** means:

- (a) in relation to a **Company** a person who has agreed to be a member of the **Company** and whose name is entered in the **Company's** register of members; and
- (b) in relation to an **Limited Liability Partnership**, a member of that **Limited Liability Partnership**;

**Minimum Limit** means the minimum sum insured for any one **Claim** as set out in the **Minimum Terms and Conditions**;

**Minimum Terms and Conditions** means the minimum terms and conditions required by the Solicitors' Indemnity Insurance Rules in force for insurance commencing at the **Policy Inception Date**;

**Non-SRA Firm** means a **Sole Practitioner, Partnership, Limited Liability Partnership or Company** which is not authorised to practise by the **SRA**, and which is either:

- (a) authorised or capable of being authorised to practise by another **Approved Regulator**; or
- (b) not capable of being authorised to practise by any **Approved Regulator**;

**Overseas** means outside England and Wales;

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**Participating Insurer** means an **Authorised Insurer** which has entered into a **Participating Insurer's Agreement** with the **Society** which remains in force for the purposes of underwriting new business at the date on which the relevant contract of **Qualifying Insurance** is made;

**Participating Insurer's Agreement** means an agreement in such terms as the **Society** may prescribe setting out the terms and conditions on which a **Participating Insurer** may provide professional indemnity insurance to **Solicitors** and others in **Private Practice** in England and Wales;

**Partner** means a person who is or is held out as a partner in a **Partnership**;

**Partnership** means an unincorporated **Insured Firm** in which persons are or are held out as **Partners** and does not include an **Insured Firm** incorporated as a **Limited Liability Partnership**;

**Policy** means this Solicitors Professional Indemnity Insurance Policy, together with the attached **Schedule**, including all amendments and endorsements, and the **Proposal Information**;

**Policy Inception Date** means the date on which the cover under this **Policy** commences;

**Policy Period** means the period of time stated in item 6 of the **Schedule**, and is the period for which the insurance operates.

**Practice** means the whole or such part of the **Private Practice** of a **Firm** as is carried on from one or more offices in England and Wales;

**Prior Practice** means each **Practice** to which the **Insured Firm's Practice** is ultimately a **Successor Practice** by way of one or more mergers, acquisitions, absorptions or other transitions, but does not include any such **Practice** which has elected to be insured under run-off cover in accordance with clause 8.3;

**Principal** means:

(a) where the **Firm** is or was:

(i) a **Sole Practitioner** - that practitioner;

(ii) a **Partnership** - each **Partner**;

(iii) a **Company** with a share capital - each **Director** of that **Company** and any person who:

(A) is held out as a **Director**; or

(B) beneficially owns the whole or any part of a share in the **Company**; or

(C) is the ultimate beneficial owner of the whole or any part of a share in the **Company**;

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- (iv) a **Company** without a share capital – each **Director** of that **Company** and any person who:
  - (A) is held out as a **Director**; or
  - (B) is a **Member** of the **Company**; or
  - (C) is the ultimate owner of the whole or any part of a body corporate or other legal person which is a **Member** of the **Company**;
- (v) a **Limited Liability Partnership** – each **Member** of that **Limited Liability Partnership**, and any person who is the ultimate owner of the whole or any part of a body corporate or other legal person which is a **Member** of the **Limited Liability Partnership**;
- (b) where a body corporate or other legal person is a **Partner** in the **Firm**, any person who is within paragraph (a)(iii) of this definition (including sub paragraphs (A) and (C) thereof), paragraph (a)(iv) of this definition (including sub paragraphs (A) and (C) thereof), or paragraph (a)(v) of this definition;

**Private Legal Practice** means the provision of services in private **Practice** as a **Solicitor** or **Registered European Lawyer** including, without limitation:

- (a) providing such services in England, Wales or anywhere in the world, whether alone or with other lawyers in a **Partnership** permitted to practise in England and Wales by rule 12 of the Solicitors Code of Conduct 2007 or by the SRA Practice Framework Rules 2011, a **Recognised Body** or a **Licensed Body** (in respect of its **Regulated Activities**); and
- (b) the provision of such services as a secondee of the **Insured Firm**; and
- (c) any **Insured** acting as a personal representative, trustee, attorney, notary, insolvency practitioner or in any other role in conjunction with a **Practice**; and
- (d) the provision of such services by any **Employee**; and
- (e) the provision of such services pro bono publico;

but does not include:

- (i) practising as an **Employee** of an employer other than a **Solicitor**, a **Registered European Lawyer**, a **Partnership** permitted to practise in England and Wales by rule 12 of the Solicitors Code of Conduct 2007 or by the SRA Practice Framework Rules 2011, a **Recognised Body** or a **Licensed Body** (in respect of its **Regulated Activities**); or



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- (ii) discharging the functions of any of the following offices or appointments:
  - (A) judicial office;
  - (B) Under Sheriffs;
  - (C) members and clerks of such tribunals, committees, panels and boards as the **Council** may from time to time designate but including those subject to the Tribunals and Inquiries Act 1992, the Competition Commission, Legal Services Commission Review Panels and Parole Boards;
  - (D) Justices' Clerks; or
  - (E) Superintendent Registrars and Deputy Superintendent Registrars of Births, Marriages and Deaths and Registrars of Local Crematoria;

### Private Practice:

- (a) in relation to a **Firm** which is a **Licensed Body** means its **Regulated Activities**; and
- (b) subject to paragraph (a) of this definition, in relation to all **Firms** includes without limitation all the professional services provided by the **Firm** including acting as a personal representative, trustee, attorney, notary, insolvency practitioner or in any other role in conjunction with a **Practice** and includes services provided pro bono publico,

but does not include:

- (c) **Practice** carried on by a **Solicitor** or **Registered European Lawyer** in the course of employment with an employer other than a **Firm**; or
- (d) **Practice** carried on through a **Non-SRA Firm**; or
- (e) discharging the functions of any of the following offices or appointments:
  - (i) judicial office;
  - (ii) Under Sheriffs;
  - (iii) members and clerks of such tribunals, committees, panels and boards as the **Council** may from time to time designate but including those subject to the Tribunals and Inquiries Act 1992, the Competition Commission, Legal Services Commission Review Panels and Parole Boards;
  - (iv) Justices' Clerks;

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- (v) Superintendent Registrars and Deputy Superintendent Registrars of Births, Marriages and Deaths and Registrars of Local Crematoria;
- (vi) such other offices as the **Council** may from time to time designate; or
- (f) **Practice** consisting only of providing professional services without remuneration for friends, relatives, or to companies wholly owned by the **Solicitor** or **Registered European Lawyer's** family, or registered charities;

**Property Damage** means physical injury to tangible property (including all resulting loss of use of that property) or loss of use of tangible property that is not physically injured;

**Proposal Information** means the application for this **Policy**, together with any other information in whatever medium or form supplied by or on behalf of the **Insured** to the **Insurer** in connection with the underwriting of this **Policy**, save that **Proposal Information** shall not include information contained on any website unless the **Insurer** is provided with hard copy pages printed from such website by or on behalf of the **Insured** and those hard copy pages are initialled by the **Insurer**;

**Qualifying Insurance** means a single policy which includes the **Minimum Terms and Conditions**, or more than one policy which, taken together, include the **Minimum Terms and Conditions**, and each of which includes the **Minimum Terms and Conditions** except only in relation to the **Sum Insured**;

**Recognised Body** means a body recognised by the **SRA** under Section 9 of the Administration of Justice Act 1985;

**Registered European Lawyer** means an individual registered with the **SRA** under regulation 17 of the European Communities (Lawyers Practice) Regulations 2000 (SI 2000 no. 1119);

### **Regulated Activity**

- (a) subject to sub-paragraph (b) below, means:
  - (i) any **Reserved Legal Activity**;
  - (ii) any other **Legal Activity**; and
  - (iii) any other activity in respect of which a **Licensed Body** is regulated pursuant to Part 5 of the Legal Services Act 2007; and
- (b) in the **SRA Financial Services (Scope) Rules 2001**, an activity which is specified in the **Regulated Activities Order 2001**.

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**Relevant Licensed Body** means a **Licensed Body** other than:

- (a) an unlimited company, or an **Overseas** company whose members' liability for the company's debts is not limited by its constitution or by the law of its country of incorporation; or
- (b) a nominee company only, holding **Assets** for clients of another **Practice**; and
  - (i) it can act only as agent for the other **Practice**; and
  - (ii) all the individuals who are **Principals** of the **Licensed Body** are also **Principals** of the other **Practice**; and
  - (iii) any fee or other income arising out of the **Licensed Body** accrues to the benefit of the other **Practice**; or
  - (iv) a **Partnership** in which none of the **Partners** is a limited company, a **Limited Liability Partnership** or a legal person whose **Members** have limited liability;

**Relevant Recognised Body** means a **Recognised Body** other than:

- (a) an unlimited company, or an **Overseas** company whose members' liability for the company's debts is not limited by its constitution or by the law of its country of incorporation; or
- (b) a nominee company only, holding **Assets** for clients of another **Practice**; and
  - (i) it can act only as agent for the other **Practice**; and
  - (ii) all the individuals who are **Principals** of the **Recognised Body** are also **Principals** of the other **Practice**; and
  - (iii) any fee or other income arising out of the **Recognised Body** accrues to the benefit of the other **Practice**; or
- (c) a **Partnership** in which none of the **Partners** is a limited company, a **Limited Liability Partnership** or a legal person whose **Members** have limited liability; or
- (d) a **Sole Practitioner** that is a **Recognised Body**.

**Reserved Legal Activity** has the meaning given in section 12 of the Legal Services Act 2007, and includes the exercise of a right of audience, the conduct of litigation, reserved instrument activities, probate activities, notarial activities and the administration of oaths, as defined in Schedule 2 of the Legal Services Act 2007;

**Schedule** means the Schedule attached to this **Policy**;

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**Societas Europaea** means a European public limited liability company within the meaning of article 1 of Council Regulation 2157/2001/EC;

**Society** means the Law Society of England and Wales, in accordance with section 87 of the Solicitors Act 1974;

**Sole Practitioner** means a **Solicitor** or **Registered European Lawyer** practising as a **Sole Principal**, but does not include a **Solicitor** or **Registered European Lawyer** practising in-house;

**Solicitor** means a person who has been admitted as a solicitor of the Senior Courts of England and Wales and whose name is on the roll kept by the **Society** under section 6 of the Solicitors Act 1974;

**SRA** means the Solicitors Regulation Authority and reference to the SRA as an **Approved Regulator** or **Licensing Authority** means the SRA carrying out regulatory functions assigned to the **Society** as an **Approved Regulator** or **Licensing Authority**;

**Successor Practice** means a **Practice** carried on from one or more offices in England and Wales identified in this definition as "B" where:

- (a) "A" is the **Practice** to which B succeeds; and
- (b) "A's owner" is the owner of A immediately prior to transition; and
- (c) "B's owner" is the owner of B immediately following transition; and
- (d) "transition" means merger, acquisition, absorption or other transition which results in A no longer being carried on as a discrete legal **Practice**;

B is a successor practice to A where:

- (i) B is or was held out, expressly or by implication, by B's owner as being the successor of A or as incorporating A, whether such holding out is contained in notepaper, business cards, form of electronic communications, publications, promotional material or otherwise, or is contained in any statement or declaration by B's owner to any regulatory or taxation authority; and/or
- (ii) (where A's owner was a **Sole Practitioner** and the transition occurred on or before 31 August 2000) – the **Sole Practitioner** is a **Principal** of B's owner; and /or
- (iii) (where A's owner was a **Sole Practitioner** and the transition occurred on or after 1 September 2000) – the **Sole Practitioner** is a **Principal** or **Employee** of B's owner; and/or
- (iv) (where A's owner was a **Recognised Body** or a **Licensed Body** (in respect of its **Regulated Activities**) – that body is a **Principal** of B's owner; and/or

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- (v) (where A's owner was a **Partnership**) – the majority of the **Principals** of A's owner have become **Principals** of B's owner; and/or
- (vi) (where A's owner was a **Partnership** and the majority of **Principals** of A's owner did not become **Principals** of the owner of another legal **Practice** as a result of the transition) – one or more of the **Principals** of A's owner have become **Principals** of B's owner and:
  - (A) B is carried on under the same name as A or a name which substantially incorporates the name of A (or a substantial part of the name of A); and/or
  - (B) B is carried on from the same premises as A; and/or
  - (C) the owner of B acquired the goodwill and/or assets of A; and/or
  - (D) the owner of B assumed the liabilities of A; and/or
  - (E) the majority of staff employed by A's owner became **Employees** of B's owner.

Notwithstanding the foregoing, B is not a successor practice to A under paragraph (ii), (iii), (iv), (v) or (vi) if another **Practice** is or was held out by the owner of that other **Practice** as the successor of A or as incorporating A, provided that there is insurance complying with the **Minimum Terms and Conditions** in relation to that other **Practice**;

**Sum Insured** means the aggregate limit of liability of each **Insurer** under this **Policy** for each and every **Claim**;

**Tribunal** means the Solicitors Disciplinary Tribunal which is an independent Statutory tribunal constituted under section 46 of the Solicitors Act 1974 but references to the Tribunal do not include the Tribunal when it is performing any function as an **Appellate Body**;

**USA** means the United States of America, including all and any colonies, dependencies, dominions and protectorates of the United States of America.

### 3. EXCLUSIONS

This **Policy** provides no indemnity whatsoever in connection with any **Claim** or related **Defence Costs** directly or indirectly arising out of, based upon or in consequence of, resulting from, or in any way involving:

#### A. Prior cover

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any **Claim** in respect of which the **Insured** is entitled to be indemnified by the Solicitors Indemnity Fund (SIF) or under a professional indemnity insurance contract for a period earlier than the **Policy Period**, whether by reason of notification of **Circumstances** to SIF or under the earlier contract or otherwise;

### B. Death or Bodily Injury

any liability of any **Insured** for causing or contributing to death or **Bodily Injury** except that this **Policy** covers liability for psychological injury or emotional distress which arises from a breach of duty in the performance of (or failure to perform) legal work;

### C. Property Damage

any liability of any **Insured** for causing or contributing to damage to, or destruction or physical loss of, any property (other than property in the care, custody or control of any **Insured** in connection with the **Insured Firm's Practice** and not occupied or used in the course of the **Insured Firm's Practice**) save that this **Policy** does cover liability for such damage, destruction or loss which arises from breach of duty in the performance of (or failure to perform) legal work;

### D. Partnership Disputes

any actual or alleged breach of the **Insured Firm's Partnership** or shareholder agreement or arrangements, including any equivalent agreement or arrangement where the **Insured Firm** is a **Limited Liability Partnership** or a company without a share capital;

### E. Employment breaches, discrimination

wrongful dismissal, repudiation or breach of an employment contract or arrangement, termination of a training contract, harassment, discrimination or like conduct in relation to any partnership or shareholder agreement or arrangement or the equivalent where the **Insured Firm** is a **Limited Liability Partnership** or a company without a share capital, or in relation to any employment or training agreement or arrangement;

### F. Debts and trading liabilities

any:

- (a) trading or personal debt of any **Insured**; or
- (b) legal liability assumed or accepted by an **Insured** or an **Insured Firm** under the terms of any contract or agreement for the supply to, or use by, the **Insured** or **Insured Firm** of goods or services in the course of the **Insured Firm's Practice**, save that this exclusion 3. F (b) will not apply to any legal liability arising in the course of an **Insured Firm's Practice** in connection with its or any **Insured's** use of or access to the HM Land Registry network (including, without limitation, access

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under a Network Access Agreement made under the Land Registration (Network Access) Rules and the Land Registration (Electronic Communications) Order 2007) other than an obligation to pay search fees or other charges for searches or services provided by HM Land Registry to the **Insured Firm**; or

- (c) guarantee, indemnity or undertaking by any particular **Insured** in connection with the provision of finance, property, assistance or other benefit or advantage directly or indirectly to that **Insured**;

### G. Fines, Penalties

any:

- (a) fine or penalty or tax; or
- (b) award of punitive, exemplary restitutionary or non-compensatory or like damages under the laws of the **USA** or **Canada**, other than in respect of defamation; or
- (c) order or agreement to pay the costs of a complainant, regulator, investigator or prosecutor of any professional conduct complaint against, or investigation into the professional conduct of, any **Insured**;

### H. Fraud or dishonesty

any dishonesty or any fraudulent act or omission committed or condoned by an **Insured** provided that:

- (a) this exclusion does not apply to any other **Insured** who did not commit or condone the dishonesty or the fraudulent act or omission;
- (b) no such dishonesty, act or omission will be imputed to a body corporate unless it was committed or condoned by, in the case of a company, all directors of that company, or, in the case of a **Limited Liability Partnership**, all members of that **Limited Liability Partnership**;

### I. Overseas Practice

the provision of services by the **Insured Firm**, a **Prior Practice** or a **Successor Practice** (as the case maybe) from an office outside England and Wales;

### J. Directors' or Officers' liability

any **Claim** against any natural person in their capacity as a **Director** or officer of a body corporate (other than a **Recognised Body**, **Licensed Body** (in respect of its **Regulated Activities**) or a service, administration, trustee or nominee company referred to in clauses 1.3 (b), 1.5 (b) or 1.7 (b)) except that:

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- a) this **Policy** nonetheless covers any liability of that person which arises from a breach of duty in the performance of (or failure to perform) legal work; and
- b) this **Policy** nonetheless covers each other **Insured** against any vicarious or joint liability;

### K. War and Terrorism and Asbestos

any:

- (a) terrorism, war or other hostilities; and/or
- (b) asbestos, or any actual or alleged asbestos-related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure to asbestos;

save that this exclusion does not exclude or limit any liability of the **Insurer** to indemnify any **Insured** against civil liability or related **Defence Costs** arising from any actual or alleged breach of duty in the performance of (or failure to perform) legal work or failure to discharge or fulfil any duty incidental to the **Insured Firm's Practice** or to the conduct of **Private Legal Practice**;

### L. International trade sanctions

The **Insurer** shall be deemed not to provide cover and shall not be liable to pay any **Claim** or provide any benefit under the insurance to the extent that the provision of such cover, payment of such **Claim** or provision of such benefit would expose the **Insurer** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, Australia or United States or America.

### M. any **Claim** brought by the **Insured** namely:

- (a) the **Insured**, irrespective of the capacity in which the **Insured** acts;
- (b) any person, company, organisation or entity that in whole or in part and whether directly or indirectly, owns, operates or controls the **Insured**;
- (c) any person, company, organisation or entity that has a direct or indirect financial interest in the **Insured**;
- (d) any company, organisation or entity in which the **Insured** has a beneficial ownership or shareholding in excess of 10% or in which the **Insured** has a direct or indirect executive or controlling interest;
- (e) any other company in common ownership with the **Insured**; or



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- (f) any company, organisation, or entity in which an **Insured** is a **Director, Principal, Employee**, fiduciary, **Partner**, participant, or trustee;

### N. Other excluded matters

- (a) liquidated damages;
- (b) the multiplied portion of a multiplied damage award;
- (c) the return, restitution, reduction, compromise, disgorgement or refund of commissions, fees, charges or other remuneration;
- (d) costs incurred as a result of non-monetary orientated proceedings, declaratory or injunctive relief;
- (e) any matters or amounts that are deemed uninsurable under English law;
- (f) any costs and expenses incurred in the investigation, defence or negotiation of any of the heads of liability listed at sub-paragraphs M. (a) to M. (e) above.

## 4. SUM INSURED

### 4.1 Any one Claim

Subject to the operation of Clause 5.4 the **Sum Insured** for any one **Claim** (exclusive of **Defence Costs**) first made against the **Insured** during the **Policy Period** or made against the **Insured** during or after the **Policy Period** and arising from **Circumstances** first notified to the **Insurer** during the **Policy Period**, is as specified in the **Schedule** save that in each of the following circumstances if the amount specified in the **Schedule** is more than GBP 2million (or in the case of a **Relevant Recognised Body** or **Licensed Body** (in respect of its **Regulated Activities**), GBP 3million) the **Sum Insured** for any one **Claim** so made is limited to GBP 2million (or in the case of a **Relevant Recognised Body** or **Licensed Body** (in respect of its **Regulated Activities**), GBP 3million):

- (a) where the **Claim** is first made against the **Insured** during the additional six year period referred to in Clause 8.4, or is made against the **Insured** during or after that additional period and arising from **Circumstances** first notified to the **Insurer** during that additional period, if run-off cover is provided under clause 8.3;
- (b) where an **Insured** deliberately commits or condones:
  - (i) any non disclosure or misrepresentation; or
  - (ii) any breach of the terms or conditions of this contract;

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No such non disclosure, misrepresentation or breach will be imputed to a body corporate unless it was committed or condoned by, in the case of a company, all directors of that company, or in the case of a **Limited Liability Partnership**, all members of that **Limited Liability Partnership**.

For the avoidance of doubt, this limitation does not apply to any other **Insured** who did not commit or condone the deliberate non disclosure, misrepresentation or breach.

- (c) where, when the **Claim** is first made, any part of the premium payable as stated in the **Schedule** shall not have been paid, except where payment of premium is with the agreement of the **Insurer** being made by instalments, in which case this limitation shall only apply if the premium payment is more than one month in arrears.

#### 4.2 Defence Costs

- (a) The **Insurer** will indemnify the **Insured** against **Defence Costs** in addition to the **Sum Insured**.
- (b) The **Insurer's** liability for **Defence Costs** in relation to a **Claim** which exceeds the **Sum Insured** is limited to the proportion that the **Sum Insured** bears to the total amount paid or payable to dispose of the **Claim**.

#### 4.3 One Claim

All **Claims** against any one or more **Insured** arising from:

- (a)
  - (i) one act or omission;
  - (ii) one series of related acts or omissions;
  - (iii) the same act or omission in a series of related matters or transactions;
  - (iv) similar acts or omissions in a series of related matters or transactions; and
- (b) all **Claims** against one or more **Insured** arising from one matter or transaction;

will be regarded as one **Claim** for the purposes of 4.1, 4.2 and 5.1.

- 4.4 Where this insurance is underwritten by more than one **Insurer** each **Insurer** shall be severally liable only for its respective proportion of its liability in accordance with the terms of this insurance.

- 4.5 Where this insurance is underwritten jointly by more than one insurer:

- (a) the **Lead Insurer** is identified on the Table of Insurers attached;

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- (b) in addition to any proportionate limit on **Defence Costs** in accordance with Clause 4.2, each **Insurer's** liability for **Defence Costs** is further limited to the extent or the proportion of that **Insurer's** liability (if any) in relation to the relevant **Claim**.

### 5. EXCESSES

#### The Excess

- 5.1 The **Insured** will bear the first amount of each and every **Claim** up to the amount of the **Excess** specified in the **Schedule**.

#### Excess does not reduce sum insured

- 5.2 Subject to the operation of Clause 5.4 below, the **Excess** does not reduce the **Sum Insured**.

#### Excess does not apply to Defence Costs

- 5.3 The **Excess** does not apply to **Defence Costs**.

#### Funding of the Excess

- 5.4 If an **Insured** fails to pay to a **Claimant** any amount which is within the **Excess** within 30 days of it becoming due for payment, the **Claimant** may give notice of the **Insured's** default to the **Insurer**, whereupon the **Insurer** is liable to remedy the default on the **Insured's** behalf. Any amount paid by the **Insurer** to remedy such a default erodes the **Sum Insured**.

#### One Claim

- 5.5 All **Claims** against any one or more **Insured** arising from:

- (a)
  - (i) one act or omission;
  - (ii) one series of related acts or omissions;
  - (iii) the same act or omission in a series of related matters or transactions;
  - (iv) similar acts or omissions in a series of related matters or transactions; or
- (b) one matter or transaction;

will be regarded as one **Claim** for the purposes of the **Excess**.

### 6. GENERAL CONDITIONS

#### 6.1 Notice of Claims and circumstances

The **Insured** shall give the **Insurer** notice in writing within 14 days of any:

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- (a) **Claim** first made against any **Insured** during the **Policy Period**;
- (b) **Circumstances** of which any **Insured** first becomes aware during the **Policy Period**; or
- (c) Investigation, inquiry or disciplinary proceeding during or after the **Policy Period** arising from **Circumstances** first notified to the **Insurer** during the **Policy Period**.

For the purposes of giving notice in writing to **Insurers** pursuant to this clause such notice shall be given to the **Insurer** (via the **Insured's** broker or other agent only) at the address specified in item 8 of the **Schedule**. Notice shall be deemed reported on the date and at the time of receipt by the **Insurer**.

### 6.2 Cooperation and assistance

Each **Insured** shall give the **Insurer** and any investigators or solicitors, consultants, agents or advisers appointed by the **Insurer** all information and documents they reasonably require and full co-operation and assistance in the investigation, defence, settlement, avoidance or reduction of any actual or possible **Claim** or any related proceeding.

### 6.3 Conduct of Claims

- (a) Subject to clause 6.5 and notwithstanding any dispute or difference between the **Insured** and the **Insurer**, whether or not referred to arbitration under clause 7. If the **Insurer** may at its option (but is not obliged):
  - (i) take over and conduct in the name of any **Insured** in such manner as the **Insurer** may in its absolute discretion think fit the investigation, defence or settlement of any **Claim** in respect of which the **Insurer** is liable to indemnify any **Insured** under this contract; and
  - (ii) without prejudice to the generality of the foregoing, appoint solicitors – Norton Rose Fulbright LLP- ("Appointed Solicitors") to act on its own behalf and on behalf of the **Insured** for all purposes in relation to any **Claim** or circumstances in respect of which the **Insurer** is liable to indemnify any **Insured** under this **Policy**. The Appointed Solicitors shall act at the sole direction of the **Insurer** and shall disclose to the **Insurer** as required any evidence, document or information given to or which becomes known to the Appointed Solicitors in the course of so acting.
- (b) The **Insured** shall not have any entitlement to see or be provided with copies of reports from the Appointed Solicitors to the **Insurer** or its agents.

### 6.4 No admission of liability

The **Insured** shall not admit liability, enter into negotiations, or agree to the settlement, mediation or arbitration of any **Claim** or incur any **Defence Costs** without the prior written consent of the **Insurer**.

### 6.5 Settlement of Claims – QC Clause

- (a) The **Insurer** shall not require the **Insured** to contest any **Claim** made against the **Insured** unless a Queen's Counsel (who in the absence of agreement by the **Insurer** and the **Insured** shall be selected by the President of the **Society** from a list comprised of three nominations from each of the **Insured** and the **Insurer**) advises that taking due account of the interests of both the **Insurer** and the **Insured**, such proceedings should be contested. Counsel's fee will in each case be payable by the party against whose contention Counsel advised.
- (b) If the **Insured** shall refuse to consent to any settlement recommended by the **Insurer** and shall elect to contest a **Claim**, then the **Insurer's** liability for **Loss** and **Defence Costs** in respect of such **Claim** shall not exceed the amount for which the **Claim** could have been settled and **Defence Costs** incurred to the date of such refusal.

### 6.6 Subrogation

- (a) The **Insurer** shall be subrogated to all the **Insured's** rights of indemnity, contribution or recovery against any person before or after any payment or indemnity under this **Policy** and the **Insured**, as a condition precedent to their right to indemnity under this **Policy**, shall at its own cost take all steps necessary to preserve the **Insurer's** rights of subrogation and shall give all such assistance in the exercise of rights of recovery as the **Insurer** may require. The **Insured** will not surrender any such right or settle any such claim for indemnity, contribution or recovery without the prior consent in writing of the **Insurer**.
- (b) Any sums recovered from any **Third Party** pursuant to sub-clause (a) shall first be paid to the **Insurer** up to the full amount of **Loss** and/or **Defence Costs** paid on behalf of the **Insured** for a **Claim**. Any sums remaining shall be paid to the **Insured**, less the costs of recovery incurred by the **Insurer**.

### 6.7 Reimbursement

Each **Insured** who:

- (a) committed; or
- (b) condoned (whether knowingly or recklessly);
- (i) non-disclosure or misrepresentation; or

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- (ii) any breach of the terms or conditions of this **Policy**; or
- (iii) dishonesty or any fraudulent act or omission; or
- (c) undertakes, either itself or by any of its principals, employees, consultants, or agents or any person on its behalf, any activity during the **Cessation Period** in connection with **Private Legal Practice** save to the extent that the activity is undertaken to discharge any of its obligations within the scope of its **Existing Instructions** or is necessary in connection with the discharge of any such obligation.

will reimburse the **Insurer** to the extent that is just and equitable having regard to the prejudice caused to the **Insurer's** interests by such non-disclosure, misrepresentation, breach, dishonesty, fraudulent act or omission, provided that no **Insured** shall be required to make any such reimbursement to the extent that any such breach of the terms or conditions of the insurance was in order to comply with any applicable rules or codes laid down from time to time by the **Society** or in the **Society** publication *Your clients – Your Business* as amended from time to time.

No non-disclosure, misrepresentation, breach, dishonesty or fraudulent act or omission will be imputed to a body corporate unless it was committed or condoned by, in the case of a company, all directors of that company or, in the case of a **Limited Liability Partnership**, all members of that **Limited Liability Partnership**. Any right of reimbursement contemplated by this clause against any person referred to in Clauses 1.3 (d), 1.5 (d) or 1.7 (d) (or against the estate or legal personal representative of any such person if they die or become legally incapacitated) is limited to the extent that is just and equitable having regard to the prejudice caused to the **Insurer's** interests by that person having committed or condoned (whether knowingly or recklessly) the non-disclosure, misrepresentation, breach, dishonesty or any fraudulent act or omission.

### 6.8 Reimbursement of Defence Costs

Each **Insured** will reimburse the **Insurer** for **Defence Costs** advanced on that **Insured's** behalf which the **Insurer** is not ultimately liable to pay.

### 6.9 Reimbursement of the Excess

Those persons who are at any time during the **Policy Period** **Principals** of the **Firm**, together with, in relation to a **Sole Practitioner**, any person held out as a **Partner** of that practitioner, will reimburse the **Insurer** for any **Excess** paid by the **Insurer** on an **Insured's** behalf. The **Sum Insured** will be reinstated to the extent of reimbursement of any amount which eroded it as contemplated by Clause 5.4.

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### 6.10 Reimbursement of monies paid pending dispute resolution

Each **Insured** will reimburse the **Insurer** immediately upon resolution of any coverage dispute for any amount paid by the **Insurer** on that **Insured's** behalf which, on the basis of the resolution of the dispute, the **Insurer** is not ultimately liable to pay.

### 6.11 Withholding assets or entitlements

The **Firm** will account to the **Insurer** for any asset or entitlement of any person who committed or condoned any dishonesty or fraudulent act or omission, provided that the **Firm** is legally entitled to withhold that asset or entitlement from that person.

### 6.12 Confidentiality

The **Insured** shall not disclose the terms of this contract or the amount of the premium paid to any third party except to the extent required by law, by the Solicitors Indemnity Insurance Rules as amended from time to time, or if the **Insurer** consents in writing to such disclosure.

### 6.13 Third Party Rights

A person who is not an **Insured** shall not be entitled to enforce any term of this contract for its own benefit under the Contracts (Rights Against Third Parties) Act 1999 or otherwise.

### 6.14 Waiver

The terms of this **Policy** shall not be waived or changed except by endorsement issued by the **Insurer** or intended to be issued by the **Insurer** to form part of this **Policy**.

### 6.15 Adjustment to premium

- (a) If during the **Policy Period** the **Insurer** in its absolute discretion decides there is a material change to the identity of the **Insured** or the nature or scope of the **Private Practice** carried on by the **Firm** as at the commencement of the **Policy Period** which, if notified to the **Insurer** prior to the making of this **Policy**, would have caused the **Insurer** to require a higher premium than that set out in the **Schedule**, the **Insurer** shall have the right to adjust the premium in respect of the period subsequent to the material change to that which in its absolute discretion it decides that it would have charged in respect of that period had it been aware of the change prior to the making of the **Policy**.

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- (b) if during the **Policy Period** but for special condition 7. A the **Insurer** would have been entitled to avoid this **Policy** on the grounds of any non-disclosure or misrepresentation by the **Insured** of any material fact or matter, either prior to inception or prior to any variation in cover, the **Insurer** shall have the right to adjust the premium payable from inception or from any variation in cover to that which in its absolute discretion it decides that it would have charged had the material fact(s) or matter(s) been disclosed or accurately represented.

### 6.16 Construction and Interpretation

Unless otherwise agreed, the construction, interpretation and meaning of the provisions of this **Policy** shall be determined in accordance with the laws of England and Wales.

### 6.17 Reporting obligations

The **Insured** agrees that the **Insurer** may comply with all the requirements imposed on the **Insurer** by the **Participating Insurer's Agreement** between the **Insurer** and the **Society** and in particular may notify the **Society**, or such person as the **Society** may notify to **Insurers** from time to time, of:

- (a) any failure on the part of the **Firm** to pay any sum due to the **Insurer** including premium or to reimburse any amount falling within the **Policy Excess** which has been paid to the **Insurer** to a **Claimant**; and/or
- (b) any dishonesty or fraud suspected by the **Insurer**; and/or
- (c) any other matters which the **Insurer** is obliged by the **Participating Insurers Agreement** to notify.

### 6.18 Entire Agreement

The terms and provisions of this **Policy** shall not be waived, changed or modified, unless by written endorsement. Notices to, by or from any agent or representative of the **Insured** or the **Insurer** shall not effect a waiver, change or modification of this **Policy** and shall not prevent the **Insurer** from asserting any rights under this **Policy**.

### 6.19 Authorisation

By acceptance of this **Policy**, each **Insured** agrees that the **Firm** shall act on behalf of all **Insureds** for all purposes including the negotiation of the terms of this **Policy**, payment of or return of premiums, receipt and acceptance of any endorsement issued to form a part of this **Policy** and giving and receiving notice of cancellation of this **Policy**.



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### 6.20 Allocation

In the event that any **Claim** under this **Policy** gives rise to both a civil liability and/or **Defence Costs** which are covered under this **Policy** and civil liability or **Defence Costs** which are not covered under this **Policy**, the **Insurer** and the **Insured** shall negotiate in good faith to agree a fair and proper basis for allocation taking into consideration the relative legal exposures of the various parties. In the event that the **Insurer** and the **Insured** cannot agree on allocation they shall submit the dispute to a Queen's Counsel (who in the absence of agreement by the **Insurer** and the **Insured** shall be selected by the Chairman of the Bar Council from a list comprised of three nominations from each of the **Insured** and the **Insurer**) to determine a fair and proper basis for allocation having regard to the relative legal exposures of the various parties.

### 6.21 Assignment

This **Policy** and any and all rights under it are not assignable without the written consent of the **Insurer**.

## 7. SPECIAL CONDITIONS

### A. No avoidance or repudiation

The **Insurer** is not entitled to avoid or repudiate this **Policy** on any grounds whatsoever including, without limitation, non-disclosure or misrepresentation, whether fraudulent or not.

### B. No adjustment or denial

Subject to the operation of clauses 4.1 and 5.4 the **Insurer** is not entitled to reduce or deny its liability under the insurance on any grounds whatsoever including, without limitation, any breach of any term or condition of the **Policy**, except to the extent that any one of the exclusions contained in clause 3 apply.

### C. No Cancellation

Subject to clause 8.6 this **Policy** cannot be cancelled except (in the case of (a), (b) or (c) below) by the agreement of both the **Insured Firm** and the **Insurer**, and in any event only in circumstances where:

- (a) the **Insured Firm's Practice** undergoes a transition as defined in clause 2 as a result of which there is a **Successor Practice** to the **Insured Firm's Practice** and/or is merged into a **Successor Practice**, provided that there is insurance complying with the **Minimum Terms and Conditions** in relation to that **Successor Practice** in which case cancellation shall have effect no earlier than the date of such merger; or

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- (b) replacement insurance complying with the **Minimum Terms and Conditions** in effect at its commencement commences, in which case the contract shall be cancelled automatically on the date of commencement of such replacement insurance; or
- (c) it subsequently transpires that the **Insured Firm** is not required under the Solicitors Indemnity Insurance Rules 2013 to effect a policy of **Qualifying Insurance**, in which case cancellation shall have effect from the later of (a) the start of the relevant **Policy Period** and (b) the date on which the **Insured Firm** ceased to be required to effect a policy of **Qualifying Insurance**, or such later date as the **Insured Firm** and the **Insurer** may agree.

Cancellation will not affect the rights and obligations of the **Insurer** and the **Insured** accrued under this **Policy** prior to the date from which cancellation has effect.

### D. **No Set-Off**

Any amount payable by the **Insurer** to indemnify an **Insured** against civil liability to a **Claimant** will be paid only to the **Claimant**, or at the **Claimant's** direction, and that the **Insurer** is not entitled to set-off against any such amount any payment due to it by any **Insured** including, without limitation, any payment of premium or to reimburse the **Insurer**.

### E. **Other Insurance**

The liability of the **Insurer** under this **Policy** is not reduced or excluded by reason of the existence or availability of any other insurance other than:

- (a) as provided by clause 3. A; or
- (b) where the **Insured**, having entered the **Extended Indemnity Period** or **Cessation Period**, obtains a policy of **Qualifying Insurance** that incepts from and with effect from the expiration of the **Policy Period**.

For the avoidance of doubt, this clause does not affect any right of the **Insurer** to claim contribution from any other insurer which is also liable to indemnify any **Insured**.

### F. **Successor Practice – “Double insurance”**

If the **Insured Firm's Practice** is succeeded during the **Policy Period** as defined in clause 2 and, as a result, a situation of “double insurance” exists between two or more insurers of the **Successor Practice**, contribution between insurers is to be determined in accordance with the relative number of **Principals** of the owners of the constituent practices immediately prior to succession.

### G. Advancement of Defence Costs

The **Insurer** will meet **Defence Costs** as and when they are incurred, including **Defence Costs** incurred on behalf of an **Insured** who is alleged to have committed or condoned dishonesty or a fraudulent act or omission, provided that the **Insurer** is not liable for **Defence Costs** incurred on behalf of that **Insured** after the earlier of:

- (a) that **Insured** admitting to the **Insurer** the commission or condoning of such dishonesty, act or omission; or
- (b) a court or other judicial body finding that the **Insured** was in fact guilty of such dishonesty, act or omission.

### H. Resolution of Disputes

- (a) If there is a dispute or difference between the **Insured** and the **Insurer** regarding the application of any of the terms and conditions of this **Policy** (including any dispute as to whether a **Practice** is a **Successor Practice** for the purposes of clauses 1.4, 1.6 or 8.3) the **Insured** and the **Insurer** will take all reasonable steps (including, if appropriate, referring the dispute to arbitration) to resolve the dispute in conjunction with any related dispute between any other party which has insurance complying with the **Minimum Terms and Conditions** and that party's insurer. At the request of either party, the dispute shall be referred to a sole agreed arbitrator (or in default of agreement, to a sole arbitrator appointed by the **Society**) whose decision shall be final and binding. The law of the arbitration shall be that of England and Wales.
- (b) In the event of a **Successor Practice** dispute, the **Insured** and the **Insurer** will take all reasonable steps to resolve such dispute in conjunction with any related dispute between any other party which has insurance complying with the **Minimum Terms and Conditions** and that party's insurer.

### I. Conduct of a Claim pending dispute resolution

Pending resolution of any coverage dispute and without prejudice to any issue in dispute, the **Insurer** will, if so directed by the **Society**, conduct any **Claim**, advance **Defence Costs** and, if appropriate, compromise and pay the **Claim**. If the **Society** is satisfied that:

- (a) the party requesting the direction has taken all reasonable steps to resolve the dispute with the other party(ies); and
- (b) there is a reasonable prospect that the coverage dispute will be resolved or determined in the **Insured's** favour; and

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## SYNDICATE 4000

- (c) it is fair and equitable in all the circumstances for such direction to be given;

it may in its absolute discretion make such a direction.

### J. Minimum Terms and Conditions to Prevail

This **Policy** is to be construed or rectified so as to comply with the requirements of the **Minimum Terms and Conditions** of Professional Indemnity Insurance for Solicitors Registered in England and Wales and any provision of this **Policy** which is inconsistent with the **Minimum Terms and Conditions** is to be severed or rectified to comply. In the event of any inconsistency between any of the special conditions in this section 7 and any of the general conditions in section 6, the relevant special conditions in this section shall prevail.

## 8. RUN-OFF COVER

### 8.1 Extended Indemnity Period

If the **Insured Firm's Practice** has not during or on expiry of the **Policy Period** obtained succeeding insurance in compliance with the **Minimum Terms and Conditions**, then the cover afforded by the **Policy** shall be extended (subject to the terms and conditions herein but always in compliance with the **Minimum Terms and Conditions**) for the duration of the **Extended Indemnity Period**.

### 8.2 Cessation Period

If the **Insured Firm's Practice** has not during or on expiry of the **Extended Indemnity Period** obtained a policy of **Qualifying Insurance** from a **Participating Insurer** which provides that cover incepts or is backdated to incept with effect on and from the day immediately following the expiration of the **Policy Period** then the **Insured** must cease to practice prior to the expiry of the **Cessation Period** and the cover afforded by this **Policy** shall be extended (subject to the terms and conditions herein, but always in compliance with the **Minimum Terms and Conditions**) for the duration of the **Cessation Period**.

### 8.3 Run-off cover will be available:

- (a) subject to clause 8.3(b), in the event of a **Cessation**. For the purposes of this clause 8.3(a) an **Insured Firm's Practice** shall be regarded as ceasing if (and with effect from the date upon which) the **Insured Firm** becomes a **Non-SRA Firm**; and
- (b) with effect from the commencement of the **Extended Indemnity Period** in the event that the **Insured Firm** has not, on or before the expiration of the **Cessation Period** referred to in clause 8.2, obtained insurance complying with the **Minimum Terms and Conditions** and incepting on and with effect from the day immediately following the expiration of the **Policy Period**.

### 8.4 Scope of run-off cover

- (a) If run-off cover is provided under clause 8.3, the **Insurer** will indemnify each **Insured** in accordance with clauses 1.1 to 1.8 (but subject to the limits, exclusions, and conditions of this **Policy**) on the basis that the extends for an additional six years (ending on the sixth anniversary of the date upon which, but for this requirement, it would have ended, and for the avoidance of doubt, includes the **Extended Indemnity Period** and **Cessation Period**).
- (b) The **Sum Insured** in respect of any extended **Policy Period** shall be limited to the **Minimum Limit**.
- (c) An additional premium for such run-off cover as set out in the **Schedule** will be payable at the time of the cessation of the **Firm's Practice**.

### 8.5 Succession

In the event that there is a **Successor Practice** to the ceased **Practice**, the **Insured Firm** may elect before its cessation whether it wishes the ceased **Practice**:

- (a) to be insured under the run-off cover referred to in clauses 8.3 and 8.4 above; or
- (b) provided that there is insurance complying with the **Minimum Terms and Conditions** in relation to that **Successor Practice**, to be insured as a **Prior Practice** under such insurance.

If the **Insured Firm** fails to make any such election and/or fails to pay any premium or additional premium due to the **Insurer** under the terms of this **Policy** before its cessation, clause 8.4 (b) above shall apply.

Where an **Insured Firm** makes an election pursuant to this clause 8.5, the **Insurer** shall give notice to the **Society** in writing of the election not later than seven days following the receipt by the **Insurer** of the **Insured Firm's** election and that the election has become effective. The **Insured Firm** hereby irrevocably consents to such notification.

### 8.6 Suspended practices

Where run-off cover has been activated in accordance with this section, but where the **Insured Firm's Practice** restarts, the **Insurer** may (but shall not be obliged to) cancel such run-off cover, on such terms as may be agreed, provided that:

- (a) there is insurance complying with the **Minimum Terms and Conditions** in relation to that **Insured Firm** in force on the date of cancellation; and

# Pembroke

## SYNDICATE 4000

- (b) the **Participating Insurer** providing such insurance confirms in writing to the **Insured Firm** and the **Insurer** (if the **Insurer** is not that **Participating Insurer**) that:
- (i) it is providing insurance complying with the **Minimum Terms and Conditions** in relation to that **Insured Firm** for the then current **Indemnity Period**; and
  - (ii) it is doing so on the basis that the **Insured Firm's Practice** is regarded as being a continuation of the **Insured Firm's Practice** prior to cessation and that accordingly it is liable for **Claims** against the **Insured Firm** arising from incidents, occurrences, facts, matters, acts and/or omissions which occurred prior to cessation.

### 8.7 Notice of Cessation

The **Insured** will give notice in writing to the **Insurer** as soon as is reasonably practicable of any "Relevant Event". For the purposes of this clause a "Relevant Event" is:

- (a) the cessation of the **Insured Firm's Practice**;
- (b) the **Insured Firm** obtaining succeeding insurance in compliance with the **Minimum Terms and Conditions**;
- (c) the coming into being of a **Successor Practice** in relation to the **Insured Firm's Practice**.

### NOTICE TO THE INSURED

#### Data Protection Act 1998

We may store your information on a computer and use it for administration, risk assessment, research and statistical purposes, marketing purposes and for crime prevention (see further details below). We will only disclose your personal details to third parties if it is necessary for the performance of your contract with us.

In order to assess the terms of the insurance contract or administer claims that arise, we may need to collect data that the Data Protection Act defines as sensitive, such as medical history or criminal convictions. By proceeding with this contract you will signify your consent to such information being processed by us or our agents.

We will keep your information secure at all times. In certain circumstances, for example for systems administration purposes, we may have to transfer your information to another country, which may be a country outside the European Economic Area (EEA). By proceeding with your insurance application, we will assume you are agreeable for us to transfer your information to a country outside the EEA.

Should you wish to receive a copy of the information we hold on you, please contact the Compliance Officer, Lloyd's Syndicate 4000, Box 146, Lloyd's, 1 Lime Street, London EC3M 7HA.

#### Complaint Procedure

The **Insurer** is committed to providing a first class service at all times.

If at any time there are questions or concerns regarding this **Policy** or the handling of a **Claim**, you should in the first instance refer to your insurance broker or intermediary, if any. If your problem cannot be resolved, any question or complaint should then be addressed to:

Director of Claims  
Lloyd's Syndicate 4000  
2nd Floor South, Level 3  
3 Minster Court, 3 Fenchurch Place  
Mincing Lane,  
London EC3R 7DD EC3M 4AS  
Telephone: 020 7337 4400

per 25  
16

If after following the above procedure your complaint has not been resolved to your satisfaction, you should write to the Chief Executive at the address above.

In the event you wish to pursue matters further, where appropriate, you can refer the matter at any time to:

Policyholder & Market Assistance  
Lloyd's Market Services  
One Lime Street,  
London EC3M 7HA  
Telephone: 020 7327 5693 Fax: 020 7327 5255  
E-mail: [Complaints@lloyds.com](mailto:Complaints@lloyds.com)

# Pembroke

## SYNDICATE 4000

Complaints that cannot be resolved by them may, where appropriate, be referred to the Financial Ombudsman Service to review the case.

The address is:

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London E14 9SR  
Telephone: 0845 080 1800  
[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The Financial Ombudsman's Service decision is binding upon the **Insurer** but you are free to reject it without affecting your legal rights.

### Financial Services Compensation Scheme

The **Insurer** is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if the **Insurer** cannot meet their obligations. This depends on the type of business and the circumstances of the **Claim**. Further information about compensation scheme arrangements is available from the FSCS.



Attaching to and forming part of Policy No. DR1601209

Issued to: Fasken Martineau LLP

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**ENDORSEMENT NUMBER: ONE**

**PREMIUM PAYMENT CLAUSE**

The (Re)Insured undertakes that premium will be paid in full to Underwriters within 60 days of inception of this policy (or, in respect of instalment premiums, when due).

If the premium due under this policy has not been so paid to Underwriters by the 60<sup>th</sup> day from the inception of this policy (and, in respect of instalment premiums, by the date they are due) Underwriters shall have the right to cancel this policy by notifying the (Re)Insured via the broker in writing. In the event of cancellation, premium is due to Underwriters on a pro rata basis for the period that Underwriters are on risk but the full policy premium shall be payable to Underwriters in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this policy.

It is agreed that Underwriters shall give not less than 15 days prior notice of cancellation to the (Re)Insured via the broker. If premium due is paid in full to Underwriters before the notice period expires, notice of cancellation shall automatically be revoked. If not, the policy shall automatically terminate at the end of the notice period.

Unless otherwise agreed, the Leading Underwriter (and Agreement Parties if appropriate) are authorised to exercise rights under this clause on their own behalf and on behalf of all Underwriters participating in this contract.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

Where the premium is to be paid through a London Market Bureau, payment to Underwriters will be deemed to occur on the day of delivery of a premium advice note to the Bureau.

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per  $\frac{25}{8}$   
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Attaching to and forming part of Policy No. DR1601209

Issued to: Fasken Martineau LLP

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**ENDORSEMENT NUMBER: TWO**

**(RE)INSURERS LIABILITY CLAUSE**

**(Re)insurer's liability several not joint**

The liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning "signing" below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

**Proportion of liability**

Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its "written line".

Where this contract permits, written lines, or certain written lines, may be adjusted ("signed"). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a "signed line". The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

21/6/07  
LMA3333

per  
45  
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16

# APPENDIX F

**MEMORANDUM**

DATE: 7 March, 2017  
TO: Jagdeep Singh  
RE: ERRORS & OMISSIONS - REPORTING OF CLAIMS

---

**I am not aware** of any such claim(s)

☒

**I am aware** of facts which might result  
in a claim(s) and **which has/have not previously**  
**been reported** as described in the attached  
memorandum

☐

**I am aware** of a previously reported claim(s) or potential  
claim (see attached status report for updating, if applicable)  
the status of which is indicated in the attached memorandum

☐

**PRINT NAME :** ASAYOMI AKINJIDE

**TIMEKEEPER :**

**SIGNATURE :** (SEE ATTACHED)

**MEMORANDUM**

DATE: 7 March, 2017  
TO: Jagdeep Singh  
RE: ERRORS & OMISSIONS - REPORTING OF CLAIMS

---

**I am not aware** of any such claim(s)


☒

**I am aware** of facts which might result  
in a claim(s) and **which has/have not previously**  
**been reported** as described in the attached  
memorandum

☐

**I am aware** of a previously reported claim(s) or potential  
claim (see attached status report for updating, if applicable)  
the status of which is indicated in the attached memorandum

☐

PRINT NAME : Kathy Belk  
TIMEKEEPER : 18132  
SIGNATURE : 

MEMORANDUM

DATE: 7 March, 2017  
TO: Jagdeep Singh  
RE: ERRORS & OMISSIONS - REPORTING OF CLAIMS

---

**I am not aware** of any such claim(s) ☒

**I am aware** of facts which might result  
in a claim(s) and **which has/have not previously**  
**been reported** as described in the attached  
memorandum ☐ ☐

**I am aware** of a previously reported claim(s) or potential  
claim (see attached status report for updating, if applicable)  
the status of which is indicated in the attached memorandum ☐ ☐

PRINT NAME : **INA BOTTOMLEY**  
TIMEKEEPER : **20793**  
SIGNATURE : **Ana Bottomley**

**MEMORANDUM**

DATE: 7 March, 2017  
TO: Jagdeep Singh  
RE: ERRORS & OMISSIONS - REPORTING OF CLAIMS

---

**I am not aware of any such claim(s)**

☒

**I am aware of facts which might result  
in a claim(s) and which has/have not previously  
been reported as described in the attached  
memorandum**

☐

**I am aware of a previously reported claim(s) or potential  
claim (see attached status report for updating, if applicable)  
the status of which is indicated in the attached memorandum**

☐

**PRINT NAME :** LAUKA SCADLEY

**TIMEKEEPER :** 272376

**SIGNATURE :** 

**MEMORANDUM**

DATE: 7 March, 2017  
TO: Jagdeep Singh  
RE: ERRORS & OMISSIONS - REPORTING OF CLAIMS

---

**I am not aware of any such claim(s)**

☒

**I am aware of facts which might result  
in a claim(s) and which has/have not previously  
been reported as described in the attached  
memorandum**


☐

**I am aware of a previously reported claim(s) or potential  
claim (see attached status report for updating, if applicable)  
the status of which is indicated in the attached memorandum**

☐

**PRINT NAME :** ANNIE CHEVERALLS

**TIMEKEEPER :** ZOGGS

**SIGNATURE :** 



**MEMORANDUM**

DATE: 7 March, 2017  
TO: Jagdeep Singh  
RE: ERRORS & OMISSIONS - REPORTING OF CLAIMS

---

**I am not aware** of any such claim(s) [ X ]

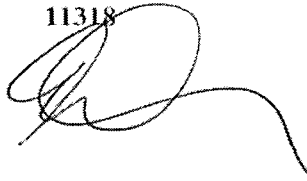
**I am aware** of facts which might result  
in a claim(s) and **which has/have not previously**  
**been reported** as described in the attached  
memorandum [ ]

**I am aware** of a previously reported claim(s) or potential  
claim (see attached status report for updating, if applicable)  
the status of which is indicated in the attached memorandum [ ]

**PRINT NAME :** Anne Dutch

**TIMEKEEPER :** 11318

**SIGNATURE :**



**MEMORANDUM**

DATE: 7 March, 2017  
TO: Jagdeep Singh  
RE: ERRORS & OMISSIONS - REPORTING OF CLAIMS

---

**I am not aware** of any such claim(s)

☒

**I am aware** of facts which might result  
in a claim(s) and **which has/have not previously  
been reported** as described in the attached  
memorandum

☐

**I am aware** of a previously reported claim(s) or potential  
claim (see attached status report for updating, if applicable)  
the status of which is indicated in the attached memorandum

☐

**PRINT NAME :** AL GOWLETT

**TIMEKEEPER :**

**SIGNATURE :** (SEE ATTACHED)

## Jagdeep Singh

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**From:** Ina Bottomley  
**Sent:** 07 March 2017 14:29  
**To:** Jagdeep Singh  
**Subject:** FW: 2017 CLLAS Errors and Omissions Declaration

--  
Ina Bottomley | Legal Secretary  
T. 00 44 20 7 917 8548

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**From:** Al Gourley  
**Sent:** 07 March 2017 14:22  
**To:** Ina Bottomley  
**Cc:** Jodi Katz  
**Subject:** RE: 2017 CLLAS Errors and Omissions Declaration

that's fine - no knowledge of claims.

---

**From:** Ina Bottomley  
**Sent:** 07 March 2017 09:54  
**To:** Al Gourley  
**Subject:** FW: 2017 CLLAS Errors and Omissions Declaration

Good morning Al

Jag has asked if you could agree the attached (by email is fine - please note second page of attached) and then he can sign on your behalf.

Many thanks  
Ina

--  
Ina Bottomley | Legal Secretary  
T. 00 44 20 7 917 8548

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**From:** Jagdeep Singh  
**Sent:** 07 March 2017 09:52  
**To:** Ina Bottomley  
**Subject:** FW: 2017 CLLAS Errors and Omissions Declaration  
**Importance:** High

--  
Jagdeep Singh Bhakar | Compliance Officer  
T. +44 20 7917 8639 | F. +44 20 7917 8555

**From:** Broadcast Memo

**Sent:** 03 March 2017 19:40

**To:** TOR\_Lawyers; OTT\_Lawyers; Tanneke Heersche; Verna E. Cuthbert; Jonathan Halwagi; Peter Kirby; Kang Lee; Guillaume-Pierre Michaud; Dominique Monet; Michael Shortt; Peter Villani; Neil Wiener; Keri Bennett; Blair Horn; Ling Wong; Sarah Gingrich; Jodi Katz; Vanessa McMinn; Al Gourley; Svetlana Samochkine; Claude E. Jodoin; Lata Casciano; Steve Saville; Svetlana Samochkine

**Cc:** TOR\_Legal Assistants; OTT\_Legal Assistants; Marsha Laing-Kerr; Carmen Ionescu

**Subject:** 2017 CLLAS Errors and Omissions Declaration

**Importance:** High

Please find attached blank copy of the Errors and Omissions (E&O) Declaration that needs to be completed, signed and returned to **Carmen Ionescu** asap.

Do not hesitate to contact me (Ext 47893) or **Carmen Ionescu (Ext 44425)** if you need further details.

Please try and have this completed by March 10<sup>th</sup>, 2017 so we are able to compile the data by the renewal deadline.

Thanks in advance for your cooperation.

Marsha.

Marsha Laing-Kerr | Manager, Finance & Accounting

T. +1 416 868 7893 | F. +1 416 364 7813

[mlaingkerr@fasken.com](mailto:mlaingkerr@fasken.com) | [www.fasken.com](http://www.fasken.com)

Fasken Martineau DuMoulin LLP

333 Bay Street, Suite 2400, Toronto, Ontario M5H 2T6



VANCOUVER   CALGARY   TORONTO   OTTAWA   MONTREAL   QUEBEC CITY   LONDON   JOHANNESBURG

## MEMORANDUM

DATE: 7 March, 2017  
TO: Jagdeep Singh  
RE: ERRORS & OMISSIONS - REPORTING OF CLAIMS

---

**I am not aware** of any such claim(s)

☒

**I am aware** of facts which might result  
in a claim(s) and **which has/have not previously**  
**been reported** as described in the attached  
memorandum

☐

**I am aware** of a previously reported claim(s) or potential  
claim (see attached status report for updating, if applicable)  
the status of which is indicated in the attached memorandum

☐

**PRINT NAME :**

TARIA HOYTE

**TIMEKEEPER :**

20862

**SIGNATURE :**

T. Hoyte

**MEMORANDUM**

DATE: **March 02, 2017**

TO: **Carmen Ionescu, Supervisor - Financial Analysis & Reporting**

RE: **ERRORS & OMISSIONS - REPORTING OF CLAIMS**

---

**I am not aware** of any such claim(s)

☒

**I am aware** of facts which might result  
in a claim(s) and **which has/have not previously**  
**been reported** as described in the attached  
memorandum

☐

**I am aware** of a previously reported claim(s) or potential  
claim (see attached status report for updating, if applicable)  
the status of which is indicated in the attached memorandum

☐

PRINT NAME: Jodi Katz

TIMEKEEPER # 17141

SIGNATURE: \_\_\_\_\_

*Jodi Katz*

MEMORANDUM

DATE: 7 March, 2017  
TO: Jagdeep Singh  
RE: ERRORS & OMISSIONS - REPORTING OF CLAIMS

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I am not aware of any such claim(s)

☒

I am aware of facts which might result  
in a claim(s) and which has/have not previously  
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memorandum

☐

I am aware of a previously reported claim(s) or potential  
claim (see attached status report for updating, if applicable)  
the status of which is indicated in the attached memorandum

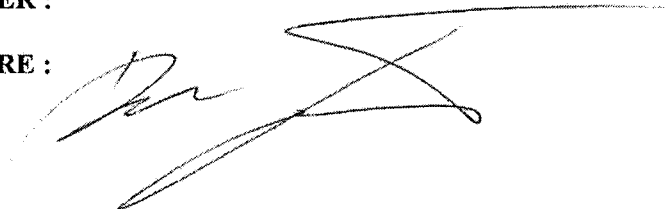
☐

PRINT NAME :

DEREK LINFIELD

TIMEKEEPER :

SIGNATURE :



MEMORANDUM

DATE: 7 March, 2017  
TO: Jagdeep Singh  
RE: ERRORS & OMISSIONS - REPORTING OF CLAIMS

I am not aware of any such claim(s)

☒

I am aware of facts which might result  
in a claim(s) and which has/have not previously  
been reported as described in the attached  
memorandum

☐

I am aware of a previously reported claim(s) or potential  
claim (see attached status report for updating, if applicable)  
the status of which is indicated in the attached memorandum

☐

PRINT NAME: ALICE MCGREGOR

TIMEKEEPER: 20868

SIGNATURE: *alicemcgregor*



MEMORANDUM

DATE: March 02, 2017  
TO: Carmen Ionescu, Supervisor - Financial Analysis & Reporting  
RE: ERRORS & OMISSIONS - REPORTING OF CLAIMS

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I am not aware of any such claim(s)

☒

I am aware of facts which might result  
in a claim(s) and which has/have not previously  
been reported as described in the attached  
memorandum

☐

I am aware of a previously reported claim(s) or potential  
claim (see attached status report for updating, if applicable)  
the status of which is indicated in the attached memorandum

☐

PRINT NAME: Vanessa McMin

TIMEKEEPER # 272376

SIGNATURE: 

## MEMORANDUM

DATE: 7 March, 2017  
TO: Jagdeep Singh  
RE: ERRORS & OMISSIONS - REPORTING OF CLAIMS

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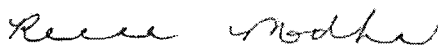
**I am not aware** of any such claim(s) ☒ [ X ]

**I am aware** of facts which might result  
in a claim(s) and **which has/have not previously**  
**been reported** as described in the attached  
memorandum ☐ [ ]

**I am aware** of a previously reported claim(s) or potential  
claim (see attached status report for updating, if applicable)  
the status of which is indicated in the attached memorandum ☐ [ ]

**PRINT NAME :** Reena Modha

**TIMEKEEPER :** 20692

**SIGNATURE :** 

## MEMORANDUM

DATE: 7 March, 2017  
TO: Jagdeep Singh  
RE: ERRORS & OMISSIONS - REPORTING OF CLAIMS

---

**I am not aware** of any such claim(s) ☒

**I am aware** of facts which might result  
in a claim(s) and **which has/have not previously**  
**been reported** as described in the attached  
memorandum ☐

**I am aware** of a previously reported claim(s) or potential  
claim (see attached status report for updating, if applicable)  
the status of which is indicated in the attached memorandum ☐

PRINT NAME : BUKKY ODUMOSU

TIMEKEEPER : 20594

SIGNATURE : 

**MEMORANDUM**

DATE: 7 March, 2017  
TO: Jagdeep Singh  
RE: ERRORS & OMISSIONS - REPORTING OF CLAIMS

---

**I am not aware** of any such claim(s)

☒

**I am aware** of facts which might result  
in a claim(s) and **which has/have not previously**  
**been reported** as described in the attached  
memorandum

☐

**I am aware** of a previously reported claim(s) or potential  
claim (see attached status report for updating, if applicable)  
the status of which is indicated in the attached memorandum

☐

**PRINT NAME :** JUNE PADDOCK

**TIMEKEEPER :**

**SIGNATURE :** (SEE ATTACHED)

## Jagdeep Singh

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**From:** June Paddock  
**Sent:** 07 March 2017 15:32  
**To:** Jagdeep Singh  
**Subject:** RE: ERRORS & OMISSIONS - IMPORTANT

Jag

Nothing from me to report.

Last year I believe that as a matter of prudence Jodi reported to insurers a possible claim in relation to Healthy Planet but nothing further has been heard and Clyde advised that unlikely that could be successful claim on basis of advice given to trustees of charity.

June

---

June Paddock | Counsel

T. +44 20 7917 8565 | M. 07917 834 193 | F. +44 20 7917 8555

---

**From:** Jagdeep Singh

**Sent:** 07 March 2017 11:59

**To:** Abayomi Akinjide; Al Gourley; Alice McGregor; Amie Cheveralls; Anne Dutch; Bukky Odumosu; Derek Linfield; Ina Bottomley; Jagdeep Singh; Jane Wang; Jodi Katz; June Paddock; Kathryn Beck; Laura Bradley; Rachel Yurkowski; Reena Modha; Ruhi Sethi; Taria Hoyle; Thomas Wexler

**Subject:** ERRORS & OMISSIONS - IMPORTANT

**Importance:** High

Dear All

Please see attached.

Kind regards,

---

Jagdeep Singh Bhakar | Compliance Officer

T. +44 20 7917 8639 | F. +44 20 7917 8555

[jsingh@fasken.com](mailto:jsingh@fasken.com) | [www.fasken.com](http://www.fasken.com)

Fasken Martineau LLP

15th Floor, 125 Old Broad Street, London, EC2N 1AR

**FASKEN  
MARTINEAU** 

VANCOUVER   CALGARY   TORONTO   OTTAWA   MONTREAL   QUEBEC CITY   LONDON   JOHANNESBURG

MEMORANDUM

DATE: 7 March, 2017  
TO: Jagdeep Singh  
RE: ERRORS & OMISSIONS - REPORTING OF CLAIMS

---

I am not aware of any such claim(s)

☒

I am aware of facts which might result  
in a claim(s) and **which has/have not previously  
been reported** as described in the attached  
memorandum

☐

I am aware of a previously reported claim(s) or potential  
claim (see attached status report for updating, if applicable)  
the status of which is indicated in the attached memorandum

☐

PRINT NAME : *RUHI SETHI*

TIMEKEEPER :

SIGNATURE : *(SEE ATTACHED)*

## Jagdeep Singh

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**From:** Ruhi Sethi  
**Sent:** 09 March 2017 11:08  
**To:** Jagdeep Singh  
**Subject:** RE: ERRORS & OMISSIONS - IMPORTANT

Dear Jagdeep

I have read the attached document and am not aware of any claims of the type referred to therein.

Kind Regards

Ruhi

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**From:** Jagdeep Singh  
**Sent:** 07 March 2017 11:59  
**To:** Abayomi Akinjide; Al Gourley; Alice McGregor; Amie Cheveralls; Anne Dutch; Bukky Odumosu; Derek Linfield; Ina Bottomley; Jagdeep Singh; Jane Wang; Jodi Katz; June Paddock; Kathryn Beck; Laura Bradley; Rachel Yurkowski; Reena Modha; Ruhi Sethi; Taria Hoyle; Thomas Wexler  
**Subject:** ERRORS & OMISSIONS - IMPORTANT

Dear All

Please see attached.

Kind regards,

Jagdeep Singh Bhakar | Compliance Officer

T. +44 20 7917 8639 | F. +44 20 7917 8555  
[jsingh@fasken.com](mailto:jsingh@fasken.com) | [www.fasken.com](http://www.fasken.com)

Fasken Martineau LLP  
15th Floor, 125 Old Broad Street, London, EC2N 1AR

**FASKEN  
MARTINEAU** 

VANCOUVER   CALGARY   TORONTO   OTTAWA   MONTRÉAL   QUEBEC CITY   LONDON   JOHANNESBURG

MEMORANDUM

DATE: 7 March, 2017  
TO: Jagdeep Singh  
RE: ERRORS & OMISSIONS - REPORTING OF CLAIMS

I am not aware of any such claim(s) ☒

I am aware of facts which might result  
in a claim(s) and which has/have not previously  
been reported as described in the attached  
memorandum ☐

I am aware of a previously reported claim(s) or potential  
claim (see attached status report for updating, if applicable)  
the status of which is indicated in the attached memorandum ☐

PRINT NAME: JAGDEEP SINGH

TIMEKEEPER:

SIGNATURE: J. L. H.



## MEMORANDUM

DATE: 7 March, 2017  
TO: Jagdeep Singh  
RE: ERRORS & OMISSIONS - REPORTING OF CLAIMS

---

**I am not aware** of any such claim(s)

☒

**I am aware** of facts which might result  
in a claim(s) and **which has/have not previously**  
**been reported** as described in the attached  
memorandum

☐

**I am aware** of a previously reported claim(s) or potential  
claim (see attached status report for updating, if applicable)  
the status of which is indicated in the attached memorandum

☐

PRINT NAME : JANE WANG

TIMEKEEPER : 19736

SIGNATURE :



MEMORANDUM

DATE: 7 March, 2017  
TO: Jagdeep Singh  
RE: ERRORS & OMISSIONS - REPORTING OF CLAIMS

---

**I am not aware of any such claim(s)**

☒

**I am aware of facts which might result  
in a claim(s) and which has/have not previously  
been reported as described in the attached  
memorandum**

☐

**I am aware of a previously reported claim(s) or potential  
claim (see attached status report for updating, if applicable)  
the status of which is indicated in the attached memorandum**

☐

PRINT NAME : THOMAS WEXLER

TIMEKEEPER : THOMAS WEXLER

SIGNATURE : 

MEMORANDUM

DATE: 7 March, 2017  
TO: Jagdeep Singh  
RE: ERRORS & OMISSIONS - REPORTING OF CLAIMS

---

**I am not aware** of any such claim(s)

☒

**I am aware** of facts which might result  
in a claim(s) and **which has/have not previously  
been reported** as described in the attached  
memorandum

☐

**I am aware** of a previously reported claim(s) or potential  
claim (see attached status report for updating, if applicable)  
the status of which is indicated in the attached memorandum

☐

PRINT NAME : RACHEL YUREKANSKI

TIMEKEEPER : 20693

SIGNATURE : Rymbramli

## Fasken Martineau LLP

### Summary of Claims and Circumstances notified from 1 August 2001 to 31 January 2017

#### 1. ACTIVE

Claimant	Date of alleged error	Date notified	Date closed/Status	Type of claim	Name of lawyer	Practice group	Estimated value of claim
1. Capitol Energy International Ltd/ liquidator of Capitol Energy International Ltd	2011/12	21 June 2012	Live	Breach of duty/breach of trust etc. In December 2012, the liquidator of Capitol asserted a claim alleging that Fasken had paid out Capitol's money without authority from Capitol. Nothing has been heard since a robust letter of response was sent in March 2013.	D. Connick	Property	Claim asserted was £274,715, €180,780 and US\$100,000.
Related files (including investor claims):				These are claims for breach of duty/breach of fiduciary duty/breach of trust by a number of individuals who invested in oil deals via Capitol and who paid monies into Fasken's client account in London.	D. Connick	Property	Claim settled in December 2016 for a payment of £325,000 (funded by insurers).  Other individuals who invested approximately £387,000 in total in oil trades have not yet pursued a

Claimant	Date of alleged error	Date notified	Date closed/Status	Type of claim	Name of lawyer	Practice group	Estimated value of claim
							claim. The sum of £387,000 includes Wagman (included at 1.3 below), Maersk (included at 1.5 below) and Redfern (included at 1.8 below).
1.1 W. P. Developments	2011/12	6 August 2012	Settled	Breach of duty/breach of trust etc.	D. Connick	Property	Settled for £25,000
1.2 Nessa Investments Corporation Ltd	2011/12	6 August 2012	Potential	Not clear	D. Connick	Property	Not clear
1.3 Dennis J. Wagman	2011/12	25 July 2012	Live	Breach of duty/breach of trust etc.	D. Connick	Property	US\$100,000 (included in the £387,000 figure at 1 above)
1.4 Bhinder Purewal	May 2011	25 July and 7 August 2012	Live	Breach of duty/breach of trust etc.	D. Connick	Property	Included in settlement referenced above.
1.5 Torben Maersk	2011/12	25 July and 20 December 2012	Potential	Not clear - possibly misrepresentation	D. Connick	Property	€120,000 (included in the £387,000 figure at 1

Claimant	Date of alleged error	Date notified	Date closed/Status	Type of claim	Name of lawyer	Practice group	Estimated value of claim
							above)
1.6 Keew Ng	2011	10 January 2013	Live	Not clear	D. Connick	Property	Not clear
1.7 Ross McLachlan	2011	21 June 2013	Live	Breach of duty/breach of trust etc.	D. Connick	Property	Included in settlement referenced above.
1.8 Redfern Partnership	2011/2012	25 July 2012	Live	Breach of duty/breach of trust etc.	D. Connick	Property	£94,000 (included in the £387,000 figure at 1 above)
1.9 Terry Pullen	2012	25 July 2012	Settled	Breach of duty/breach of trust etc.	D. Connick	Property	Included in settlement referenced above.
2. Xtreme Oil and Gas/ RO Financial	June 2012	29 May 2013	Live	Misrepresentation	D. Connick	Property	US\$1,250,000 No current proceedings. Claim against Fasken in arbitration in Texas struck out on jurisdictional grounds.
3. Ely Properties Herbal Hill Limited	2010	7 November 2012	Potential	Not clear	D. Connick	Property	Not clear

<b>Claimant</b>	<b>Date of alleged error</b>	<b>Date notified</b>	<b>Date closed/Status</b>	<b>Type of claim</b>	<b>Name of lawyer</b>	<b>Practice group</b>	<b>Estimated value of claim</b>
4. Purewal Bramley House	2012	28 January 2013	Potential	Negligence – failure to remove charging order	D Connick	Property	Not clear
5. Rollins	2012	28 January 2013	Potential	Negligence- property purchase	D Connick	Property	Not clear
6. Purewal – Eve Road	2012	11 April 2013	Potential	Negligence – failure to register charging order	M. Buckledee	Property	Not clear
7. Choolun/First Solicitors LLP/Igahalo Ighaalo	2007	02-09	Live	Failure to comply with undertaking	David Connick	Property	Proceedings issued for £400,000 plus interest and costs. Discussions undergoing for settlement.

Claimant	Date of alleged error	Date notified	Date closed/Status	Type of claim	Name of lawyer	Practice group	Estimated value of claim
8. Farouk Almohdzar	2013	5 November 2013	Live Referred to Legal Ombudsman and complaint then withdrawn by Almohdzar. Legal Ombudsman closed their file. Almohdzar has indicated to the Legal Ombudsman that he may commence a claim.	Complaint regarding fees, conduct of file	M McCartney	Employment	Not clear Almohdzar has stated claim as being £310,360.38
9. Terry Pullen	2012	5 November 2013	Live	Negligence	M. Buckeldee	Property	£28,645
10. Fitzsimmons	2010	13 March 2014	Anticipated claim	Failure to establish trust account	D Connick	Property	£15,000
11. Executors of Ronald Payne (deceased)	2010	7 February 2015	Live: Letter of claim received in January 2017. Fasken letter of response due on 17 May 2017.	Not yet known but likely to concern breach of duty/breach of fiduciary duty and breach of trust	P Yerbury	Corporate	Claim of approximately £1.4M asserted by the estate.
12. The Sukej Trust	2013 - 2014	24 February 2015	Anticipated claim	Possible incorrect advice regarding liability to inheritance tax	P Yerbury	Corporate	Not known
13. Joel Moreland (and potentially Anna Moreland)	2007 - 2014	8 May 2015	Anticipated claim	Not clear but assumed to be that advice regarding the taxation of payments received	P Yerbury	Corporate	Not known



Claimant	Date of alleged error	Date notified	Date closed/Status	Type of claim	Name of lawyer	Practice group	Estimated value of claim
				from the non-resident trustees of a discretionary trust was incorrect and/or did not include that the area of law was uncertain.			
14. David Drover	2014	-	Claim to Legal Ombudsman made. Mr Drover has indicated that he intends to bring a claim against our client, Aston Bay Holdings, and join in CJM and various other parties (including Toronto Stock Exchange) as co-defendant. Notice of claim filed in British Columbia Court in October 2016. Not yet served in person on CJM.	Notice of claim unclear as to allegations against CJM. Assumed to be misconduct regarding updating of a personal information form from client	C Moss	Corporate	Notice of claim refers to aggregate amount of approximately C\$4,000,000 against defendants as a group
15. Administrator of the Healthy Planet Foundation	July 2013	22 February 2016	Potential claim	Alleged negligence (though we have not been able to identify anything to suggest that the firm has done anything wrong).	J Paddock	Corporate	Not clear Potentially up to £400,000

## 2. DORMANT

Claimant	Date of error	Date notified	Date closed/Status	Type of claim	Name of lawyer	Practice group	Amount claimed
Ocean Blue Chemicals	May 2012	11 June 2012	Dormant	Circumstance - letter before action said to be an unjustifiable threat of infringement action	R. Cox	Commercial/IP	Not known
MagIndustries Corp	01/11	04/11	Dormant	Breach of confidentiality	Jodi Katz	Corp	Not known
Collyer Bristow	12-08	NA	Dormant	No formal notice – corporate advice	John Bailey	Corporate	Uncertain
Templin Airport		06-08	Dormant		David Smith	Corporate	
Sloane International Investments Limited		06-08	Dormant	Deed of variation	Abayomi Akinjide	Property	
Breeze Tounazou		04-08	Dormant	Employers liability			
Lombard House (Croydon) Ltd	March 2004	07-05	Dormant	Commercial lease – failure to serve notice	Wayne Williams	Property	
Summer Park Homes Ltd	March 2008	9-06-09	Dormant	Possible wrong advice.	John Bailey	Corporate	
Fleetway Properties Ltd	09-07	09-07	Dormant	Litigation – Failure to serve relevant	Marcel	Litigation	Un-quantified
Hybridan	Sept. 2014	NA	Potential claim	Defamatory comment about Hybridan made by FM fee earner. Referred to SRA by Hybridan's lawyers, Mishcon de Reya.	-	-	Not known
Nova Ventures	2013	27 September 2013	Potential	Negligence	R. Johns	Employment	Not clear possibly around £3000
MID Events	2012	-	Anticipated claim - matter reported to SRA by MID Events in approx. June 2012 -	Conflict of interests in acting for 2 parties and invoicing for personal advice to other party	-	-	-

### 3. RESOLVED

Claimant	Date of error	Date notified	Date closed/Status	Type of claim	Name of lawyer	Practice group	Amount claimed/settlement
Semali Investments Ltd	04/12/06	01-07	Settled	Conveyancing – failure to serve notice	Pamela Nadarajah	Property	£114k
Evolve Capital Plc	2009	8 June 2011	Settled	Drafting error	Clare Mitchell	Corporate	Settled for reduction in fees
Pedstowe Plc (formerly Humberts Group Plc)	2003/2004	08-07	Settled	Corporate – failure to register EMI Scheme	Nigel Gordon	Corporate	Pedstowe Plc (formerly Humberts Group Plc)
Bruce Pullman		11-08	Settled	IT Systems	Martin Ngwong	Litigation	
Mishcon de Reya	11-08	NA	Resolved	Litigation – failure to comply with settlement	Marcel Monk	Litigation	Settled without payment
Lola Ninonuevo	10-08	NA	Resolved	Employment – consequences of release	Ruth Hickling/Fiona Wheatley	Employment	£60,000 – settled for zero
Mountcurzon	10-08	NA	Resolved	Property plus others	Martin Ackland	Property	Settled for £9,720
Futureland Limited – 14 Chesham Place	10-08	NA	Resolved	Grant of leases	Martin Ackland	Property	Wrote off £25,000 in fees
Infinitel Limited and John Aviss	12-07	01-08	Resolved	Litigation – vexatious proceedings – costs order against the firm	John Bailey	Corporate	Settled without Payment
Derrick Fisher	11-07	11-07	Closed	Conveyancing – failure to serve Notice	Robert Rosenberg	Property	Unquantified
Amano Cafes Limited	10-07		Closed	Corporate – alleged failure to notify EMI Scheme	Chris Chrystantho	Corporate	Under £10k

Claimant	Date of error	Date notified	Date closed/Status	Type of claim	Name of lawyer	Practice group	Amount claimed/settlement
Oar Communications	09-07	09-07	Resolved	Bad advice	Jo Gregory	Litigation	Reduced fees collected
Barclays Private Clients International Limited		03-07	Resolved	Conveyancing – failure to register charge	Carly Oliver	Property	Unquantified
Alkyon Limited and Hanbury House Limited		02-07	Closed	Litigation – negligent choice of defendant	Justin Ede	Litigation	Unquantified
A Levy & Son Limited		01-07		Conveyancing – failure to make Court application	System failure	Property	£75k
Southdown Developments Ltd		11-06	11-06	Conveyancing/tax issue – now closed	Robert Rosenberg	Property	£85,906
UraMin Inc	2006	10-06		Corporate/clerical error – now closed	David Smith	Corporate	Unquantified
EFG Private Bank	'06	08-06	10-06	Conveyancing/missed priority period – now closed	Carly Oliver	Property	£12,811
Kavanagh Homes	04-04	01-06	01-09	Conveyancing – negligent advice	David Connick	Property	Settled for £215,000
William Sapcote Developments	'04	09-04	Closed	Commercial searches/enquiries	Nicola Kravitz	Property	£85k
AGA Creative	10-03	01-04	03-05	Commercial lease assignment – now closed	Robert Rosenberg	Property	£0
Asphalt Systems International		09-03	08-06	Commercial contract terms-now closed	Alistair Booth	Commercial	£310k
MVA Consultancy		08-03	03-05	Commercial lease - failure to serve notice-now closed	Stacey Fielding	Property	£87k

Claimant	Date of error	Date notified	Date closed/Status	Type of claim	Name of lawyer	Practice group	Amount claimed/settlement
Murdoch Books		06-03	*03	Circumstance – now closed		Property	£0
Rebecca Moulton		05-03	*03	Circumstance – now closed		Corporate	£0
George Peters & Brenda Moss		03-03	*03	Circumstance – now closed		Commercial	£0
BLM Holdings		01-03		Circumstance – now closed		Litigation	£0
Celltech Group Plc		10-02	03-05	Circumstance – now closed		Commercial	£0
EIC Services		06-02	0305	Circumstance – now closed		Commercial	£0
African Mining Corporation		02-02		Circumstance – now closed		Corporate	£0
Adorian Plc (formerly PrimeEnt Plc)		11-01	Settled	Damages for negligence in conduct of litigation	Richard Taylor	Litigation	£30k
Kearsey & Drinkwater		08-01		Potential claim – now closed	Paul Yerbury	Taxation	£120k
Peter Smart	1985	08-05	Closed	Residential plans/boundaries	Martin Ackland	Property	£15k
Stephen Grant (liquidator for Amitex Investments Ltd)	2011	NA	Settled (29 September 2014)	Circumstance - request for disclosure of Richmond Green files to trace monies	D Connick	Property	N/A
Space Student Living /Maven Capital Partners	11/4/2012	28 September 2012	Settled	Misconduct/fraud/ conspiracy/ deceit	D. Connick	Property	Between £3 million and £7 million Proceedings issued in England. Action

Claimant	Date of error	Date notified	Date closed/Status	Type of claim	Name of lawyer	Practice group	Amount claimed/settlement
							compromised in December 2014 for 3.625 million GBP.
Moss Assets Inc	2012	6 August 2012	Settled	Negligence	M. Buckledee	Property	Settlement signed on 16 March 2015 and £1,597,000 paid to Moss Assets Inc. on 29 April 2015.
Cellocentric	2013	18 February 2013	Live	Negligence - Incorrectly executed debenture	C Waddell	Corporate	Approximately £30,000
Capitol Energy (investor claims); related claims by Purewal, McLachlan, Pullen included in settlement	2012	21 June 2012	Settled	Breach of duty/trust	D. Connick	Property	Settled for £325,000 (see above).
Varsha Popat	2010	7 February 2015	Live	Breach of duty/breach of fiduciary duty/breach of trust	P Yerbury	Corporate	Settled in May 2016 for a payment of £250,000; funded by insurers.

**Fasken Martineau LLP**

**Summary of Claims and Circumstances notified from 1 August 2001 to 31 January 2017**

**1. ACTIVE**

Claimant	Date of alleged error	Date notified	Date closed/Status	Type of claim	Name of lawyer	Practice group	Estimated value of claim
1. Capitol Energy International Ltd/ liquidator of Capitol Energy International Ltd  <i>same as on page 117.</i>	2011/12	21 June 2012	Live	Breach of duty/breach of trust etc. In December 2012, the liquidator of Capitol asserted a claim alleging that Fasken had paid out Capitol's money without authority from Capitol. Nothing has been heard since a robust letter of response was sent in March 2013.	D. Connick	Property	Claim asserted was £274,715, €180,780 and US\$100,000.
Related files (including investor claims):  <i>same as on page 117.</i>				These are claims for breach of duty/breach of fiduciary duty/breach of trust by a number of individuals who invested in oil deals via Capitol and who paid monies into Fasken's client account in London.	D. Connick	Property	Claim settled in December 2016 for a payment of £325,000 (funded by insurers).  Other individuals who invested approximately £387,000 in total in oil trades have not yet pursued a

2

Claimant	Date of alleged error	Date notified	Date closed/Status	Type of claim	Name of lawyer	Practice group	Estimated value of claim
							claim. The sum of £387,000 includes Wagman (included at 1.3 below), Maersk (included at 1.5 below) and Redfern (included at 1.8 below).
1.1 W. P. Developments	2011/12	6 August 2012	Settled	Breach of duty/breach of trust etc.	D. Connick	Property	Settled for £25,000
1.2 Nessa Investments Corporation Ltd	2011/12	6 August 2012	Potential	Not clear	D. Connick	Property	Not clear
1.3 Dennis J. Wagman	2011/12	25 July 2012	Live	Breach of duty/breach of trust etc.	D. Connick	Property	US\$100,000 (included in the £387,000 figure at 1 above)
1.4 Bhinder Purewal	May 2011	25 July and 7 August 2012	Live	Breach of duty/breach of trust etc.	D. Connick	Property	Included in settlement referenced above.
1.5 Torben Maersk	2011/12	25 July and 20 December 2012	Potential	Not clear - possibly misrepresentation	D. Connick	Property	€120,000 (included in the £387,000 figure at 1



3

Claimant	Date of alleged error	Date notified	Date closed/Status	Type of claim	Name of lawyer	Practice group	Estimated value of claim
							above)
1.6 Keew Ng	2011	10 January 2013	Live	Not clear	D. Connick	Property	Not clear
1.7 Ross McLachlan	2011	21 June 2013	Live	Breach of duty/breach of trust etc.	D. Connick	Property	Included in settlement referenced above.
1.8 Redfern Partnership	2011/2012	25 July 2012	Live	Breach of duty/breach of trust etc.	D. Connick	Property	£94,000 (included in the £387,000 figure at 1 above)
1.9 Terry Pullen	2012	25 July 2012	Settled	Breach of duty/breach of trust etc.	D. Connick	Property	Included in settlement referenced above.
2. Xtreme Oil and Gas/ RO Financial 2013-161	June 2012	29 May 2013	Live	Misrepresentation	D. Connick	Property	US\$1,250,000 No current proceedings. Claim against Fasken in arbitration in Texas struck out on jurisdictional grounds.
3. Ely Properties Herbal Hill Limited	2010	7 November 2012	Potential	Not clear	D. Connick	Property	Not clear

4

Claimant	Date of alleged error	Date notified	Date closed/Status	Type of claim	Name of lawyer	Practice group	Estimated value of claim
4. Purewal Bramley House	2012	28 January 2013	Potential	Negligence – failure to remove charging order	D Connick	Property	Not clear
5. Rollins	2012	28 January 2013	Potential	Negligence- property purchase	D Connick	Property	Not clear
6. Purewal – Eve Road 2013-163	2012	11 April 2013	Potential	Negligence – failure to register charging order	M. Buckledee	Property	Not clear
7. Choolun/First Solicitors LLP/ Igahalo Igahalo 2014-129	2007	02-09	Live	Failure to comply with undertaking	David Connick	Property	Proceedings issued for £400,000 plus interest and costs. Discussions undergoing for settlement.

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Claimant	Date of alleged error	Date notified	Date closed/Status	Type of claim	Name of lawyer	Practice group	Estimated value of claim
8. Farouk Almohdzar 2014-124	2013	5 November 2013	Live Referred to Legal Ombudsman and complaint then withdrawn by Almohdzar. Legal Ombudsman closed their file. Almohdzar has indicated to the Legal Ombudsman that he may commence a claim.	Complaint regarding fees, conduct of file	M McCartney	Employment	Not clear Almohdzar has stated claim as being £310,360.38
9. Terry Pullen No	2012	5 November 2013	Live	Negligence	M. Buckeldee	Property	£28,645
10. Fitzsimmons 2014-128	2010	13 March 2014	Anticipated claim	Failure to establish trust account	D Connick	Property	£15,000
11. Executors of Ronald Payne (deceased) 2015-078	2010	7 February 2015	Live: Letter of claim received in January 2017. Fasken letter of response due on 17 May 2017.	Not yet known but likely to concern breach of duty/breach of fiduciary duty and breach of trust	P Yerbury	Corporate	Claim of approximately £1.4M asserted by the estate.
12. The Sukej Trust 2015-087	2013 - 2014	24 February 2015	Anticipated claim	Possible incorrect advice regarding liability to inheritance tax	P Yerbury	Corporate	Not known
13. Joel Moreland (and potentially Anna Moreland) 2015-17	2007 - 2014	8 May 2015	Anticipated claim	Not clear but assumed to be that advice regarding the taxation of payments received	P Yerbury	Corporate	Not known

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Claimant	Date of alleged error	Date notified	Date closed/Status	Type of claim	Name of lawyer	Practice group	Estimated value of claim
				from the non-resident trustees of a discretionary trust was incorrect and/or did not include that the area of law was uncertain.			
14. David Drover	2014	-	Claim to Legal Ombudsman made. Mr Drover has indicated that he intends to bring a claim against our client, Aston Bay Holdings, and join in CJM and various other parties (including Toronto Stock Exchange) as co-defendant. Notice of claim filed in British Columbia Court in October 2016. Not yet served in person on CJM.	Notice of claim unclear as to allegations against CJM. Assumed to be misconduct regarding updating of a personal information form from client	C Moss	Corporate	Notice of claim refers to aggregate amount of approximately C\$4,000,000 against defendants as a group
15. Administrator of the Healthy Planet Foundation 2016-092	July 2013	22 February 2016	Potential claim	Alleged negligence (though we have not been able to identify anything to suggest that the firm has done anything wrong).	J Paddock	Corporate	Not clear  Potentially up to £400,000

(7)

## 2. DORMANT

Claimant	Date of error	Date notified	Date closed/Status	Type of claim	Name of lawyer	Practice group	Amount claimed
Ocean Blue Chemicals	May 2012	11 June 2012	Dormant	Circumstance - letter before action said to be an unjustifiable threat of infringement action	R. Cox	Commercial/IP	Not known
MagIndustries Corp	01/11	04/11	Dormant	Breach of confidentiality	Jodi Katz	Corp	Not known
Collyer Bristow	12-08	NA	Dormant	No formal notice – corporate advice	John Bailey	Corporate	Uncertain
Templin Airport		06-08	Dormant		David Smith	Corporate	
Sloane International Investments Limited		06-08	Dormant	Deed of variation	Abayomi Akinjide	Property	
Breeze Toumazou		04-08	Dormant	Employers liability			
Lombard House (Croydon) Ltd	March 2004	07-05	Dormant	Commercial lease – failure to serve notice	Wayne Williams	Property	
Summer Park Homes Ltd	March 2008	9-06-09	Dormant	Possible wrong advice.	John Bailey	Corporate	
Fleetway Properties Ltd 2008-021	09-07	09-07	Dormant	Litigation – Failure to serve relevant	Marcel	Litigation	Un-quantified
Hybridan No	Sept. 2014	NA	Potential claim	Defamatory comment about Hybridan made by FM fee earner. Referred to SRA by Hybridan's lawyers, Mishcon de Reya.	-	-	Not known
Nova Ventures 2014-127	2013	27 September 2013	Potential	Negligence	R. Johns	Employment	Not clear possibly around £3000
MD Events No	2012	-	Anticipated claim - matter reported to SRA by MD Events in approx. June 2012 -	Conflict of interests in acting for 2 parties and invoicing for personal advice to other party	-	-	-

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### 3. RESOLVED

Claimant	Date of error	Date notified	Date closed/Status	Type of claim	Name of lawyer	Practice group	Amount claimed/settlement
Semali Investments Ltd	04/12/06	01-07	Settled	Conveyancing – failure to serve notice	Pamela Nadarajah	Property	£114k
Evolve Capital Plc	2009	8 June 2011	Settled	Drafting error	Clare Mitchell	Corporate	Settled for reduction in fees
Pedstowe Plc (formerly Humberts Group Plc)	2003/2004	08-07	Settled	Corporate – failure to register EMI Scheme	Nigel Gordon	Corporate	Pedstowe Plc (formerly Humberts Group Plc)
Bruce Pullman		11-08	Settled	IT Systems	Martin Ngwong	Litigation	
Mishcon de Reya	11-08	NA	Resolved	Litigation – failure to comply with settlement	Mariel Monk	Litigation	Settled without payment
Lola Ninonuevo	10-08	NA	Resolved	Employment – consequences of release	Ruth Hickling/Fiona Wheatley	Employment	£60,000 – settled for zero
Mountcurzon	10-08	NA	Resolved	Property plus others	Martin Ackland	Property	Settled for £9,720
Futureland Limited – 14 Chesham Place	10-08	NA	Resolved	Grant of leases	Martin Ackland	Property	Wrote off £25,000 in fees
Infiniteland Limited and John Aviss	12-07	01-08	Resolved	Litigation – vexatious proceedings – costs order against the firm	John Bailey	Corporate	Settled without Payment
Derrick Fisher 2008-047	11-07	11-07	Closed	Conveyancing – failure to serve Notice	Robert Rosenberg	Property	Unquantified
Amano Cafes Limited 2008-024	10-07		Closed	Corporate – alleged failure to notify EMI Scheme	Chris Chrystantho	Corporate	Under £10k

9

2007-100  
2007-101

Claimant	Date of error	Date notified	Date closed/Status	Type of claim	Name of lawyer	Practice group	Amount claimed/settlement
					u		
Oar Kommunikatons 2008-025	09-07	09-07	Resolved	Bad advice	Jo Gregory	Litigation	Reduced fees collected
Barclays Private Clients International Limited		03-07	Resolved	Conveyancing – failure to register charge	Carly Oliver	Property	Unquantified
Alkyon Limited and Hanbury House Limited		02-07	Closed	Litigation – negligent choice of defendant	Justin Ede Martin Ackland	Litigation	Unquantified
A Levy & Son Limited No		01-07		Conveyancing – failure to make Court application	System failure	Property	£75k
Southdown Developments Ltd No		11-06	11-06	Conveyancing/tax issue – now closed	Robert Rosenberg	Property	£85,906
UraMin Inc No	2006	10-06		Corporate/clerical error – now closed	David Smith	Corporate	Unquantified
EFG Private Bank No	'06	08-06	10-06	Conveyancing/missed priority period – now closed	Carly Oliver	Property	£12,811
Kavanagh Homes No	04-04	01-06	01-09	Conveyancing – negligent advice	David Connick	Property	Settled for £215,000
William Sapcote Developments No	'04	09-04	Closed	Commercial searches/enquiries	Nicola Kravitz	Property	£85k
AGA Creative No	10-03	01-04	03-05	Commercial lease assignment – now closed	Robert Rosenberg	Property	£0
Asphalt Systems International No		09-03	08-06	Commercial contract terms-now closed	Alistair Booth	Commercial	£310k
MVA Consultancy No		08-03	03-05	Commercial lease - failure to serve notice-now closed	Stacey Fielding	Property	£87k

Claimant	Date of error	Date notified	Date closed/Status	Type of claim	Name of lawyer	Practice group	Amount claimed/settlement
Murdoch Books		06-03	'03	Circumstance – now closed		Property	£0
Rebecca Moulton		05-03	'03	Circumstance – now closed		Corporate	£0
George Peters & Brenda Moss		03-03	'03	Circumstance – now closed		Commercial	£0
BLM Holdings		01-03		Circumstance – now closed		Litigation	£0
Celltech Group Plc		10-02	03-05	Circumstance – now closed		Commercial	£0
EIC Services		06-02	0305	Circumstance – now closed		Commercial	£0
African Mining Corporation		02-02		Circumstance – now closed		Corporate	£0
Adorian Plc (formerly PrimeEnt Plc) No		11-01	Settled	Damages for negligence in conduct of litigation	Richard Taylor	Litigation	£30k
Kearsey & Drinkwater No		08-01		Potential claim – now closed	Paul Yerbury	Taxation	£120k
Peter Smart No	1985	08-05	Closed	Residential plans/boundaries	Martin Ackland	Property	£15k
Stephen Grant (liquidator for Amitex Investments Ltd) No	2011	NA	Settled (29 September 2014)	Circumstance - request for disclosure of Richmond Green files to trace monies	D Connick	Property	N/A
Space Student Living /Maven Capital Partners No	11/4/2012	28 September 2012	Settled	Misconduct/fraud/ conspiracy/ deceit	D. Connick	Property	Between £3 million and £7 million Proceedings issued in England. Action



(1)

Claimant	Date of error	Date notified	Date closed/Status	Type of claim	Name of lawyer	Practice group	Amount claimed/settlement
							compromised in December 2014 for 3.625 million GBP.
Moss Assets Inc No	2012	6 August 2012	Settled	Negligence	M. Buckledee	Property	Settlement signed on 16 March 2015 and £1,597,000 paid to Moss Assets Inc. on 29 April 2015.
Cellcentric No	2013	18 February 2013	Live	Negligence - Incorrectly executed debenture	C Waddell	Corporate	Approximately £30,000
Capitol Energy (investor claims); related claims by Purewal, McLachlan, Pullen included in settlement No	2012	21 June 2012	Settled	Breach of duty/trust	D. Connick	Property	Settled for £325,000 (see above).
Varsha Popat 2015-077	2010	7 February 2015	Live	Breach of duty/breach of fiduciary duty/breach of trust	P Yerbury	Corporate	Settled in May 2016 for a payment of £250,000; funded by insurers.

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ONTARIO 2017

APPENDIX B  
ACTIVE MEMBERS OF THE FIRM AS OF MARCH 1, 2017

Name of Firm: **Fasken Martineau DuMoulin LLP**

	CANADA					OUTSIDE OF CANADA <sup>5</sup>	
	B.C.	Alberta	Ontario	Quebec	Other Provinces (Please specify)	U.S.	Other Locations
a) No. of Lawyers <sup>1</sup>			251 ✓				
b) No. of Patent & Trademark Agents <sup>2</sup>			0				
c) No. of Non-lawyer Consultants <sup>3</sup>			5 ✓				
d) No. of Paralegals			45				
e) No. of Other Employees			305				
f) No. of lawyers who are not employees of the Firm who, directly or indirectly, provide services to professional corporations which are partners of the Firm <sup>4</sup>			0				

<sup>1</sup> Including partners, employed lawyers, counsels/of counsels and lawyer consultants.

<sup>2</sup> These are not lawyers.

<sup>3</sup> Please complete Appendix C if individuals are reported under this category.

<sup>4</sup> Lawyers reported here should not be included under a). (See note at Question 8.f) of the application.)

<sup>5</sup> Please complete Question 3 of Appendix E to provide further information on lawyers reported under these columns.

*Please attach a list of the lawyers reported under a) above, showing in each case his/her full name, date of call, date joined the Firm and, if applicable, date became partner.*

*Please attach a list of the names of the individuals reported under f) above, together with the names of the professional corporations to which they provide services.*

*If underlying insurance is purchased outside any Canadian mandatory law society program for lawyers, please provide full details under Appendix E, Question 4.*

If members of the Firm, either alone or with others, engage in the conduct of any profession or business other than the practice of law (e.g. financial management, mortgage brokering or other consulting; underwriting or brokering of securities or investment banking activities; real estate appraisal; actuarial analysis) either directly or indirectly as an agent, employee or partner of any organization, please give full particulars.

# ONTARIO REGION

## QUESTION #10

Sylvie Devine

---

**From:** Carmen Ionescu  
**Sent:** April-04-17 9:14 AM  
**To:** Sylvie Devine  
**Subject:** FW: Question for CLASS - URGENT!

Hi Sylvie,

Please find below the answer to question 10.

Kind regards,

--

Carmen Ionescu | Supervisor, Financial Analysis and Reporting  
T. +1 416 865 4425 | F. +1 416 364 7813

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From: Marsha Laing-Kerr  
Sent: April-03-17 5:13 PM  
To: Carmen Ionescu  
Subject: RE: Question for CLASS - URGENT!

Answer is no. The only lawyer suspended to date was Edward (Ted) Purdy and he is retired and no longer practicing.

M.

--

Marsha Laing-Kerr | Manager, Finance & Accounting  
T. +1 416 868 7893 | F. +1 416 364 7813

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From: Carmen Ionescu  
Sent: April-03-17 3:23 PM  
To: Marsha Laing-Kerr  
Subject: Question for CLASS - URGENT!  
Importance: High

10. Have any of the lawyers or non-lawyer consultants listed in Appendices B and C or former lawyers or former non-lawyer consultants of the Firm been the subject of disciplinary proceedings, suspended or disbarred from practice since the date of the Firm's most recent CLAS application? ☒ yes ☐ no

What is the answer to this question, and how would I know?

--

Carmen Ionescu | Supervisor, Financial Analysis and Reporting  
T. +1 416 865 4425 | F. +1 416 364 7813

[cionescu@fasken.com](mailto:cionescu@fasken.com) | [www.fasken.com](http://www.fasken.com)

Fasken Martineau DuMoulin LLP  
333 Bay Street, Suite 2400, Toronto, Ontario M5H 2T6



VANCOUVER    CALGARY    TORONTO    OTTAWA    MONTRÉAL    QUÉBEC CITY    LONDON    JOHANNESBURG

**Active Timekeepers (Ontario)**  
As of March 8th, 2017

Timekeeper #	First Name	Last Name	Title	Location	Hiring Date	Year of Call
10942	Anil	Aggarwal	Partner	FMD - Toronto	05/01/1998	01/01/1998
10954	Andrew C.	Alleyne	Partner	FMD - Toronto	22/09/2003	01/01/2003
10969	Sarah J.	Armstrong	Partner	FMD - Toronto	22/09/2003	01/01/2003
10973	Peter S.	Ascherl	Partner	FMD - Toronto	07/04/1986	01/01/1986
10978	Aaron	Atkinson	Partner	FMD - Toronto	08/01/2001	01/01/2001
11110	Anthony F.	Baldanza	Partner	FMD - Toronto	16/02/1987	01/01/1980
11114	W. Tom	Barlow	Partner	FMD - Toronto	01/03/1983	01/01/1983
15690	Daniel	Batista	Partner	FMD - Toronto	05/07/2004	01/01/2002
11122	John P.	Beardwood	Partner	FMD - Toronto	12/01/1998	01/01/1998
15591	Armand	Benitah	Partner	FMD - Toronto	29/03/2004	01/01/2000
11142	Steve	Blimkie	Partner	FMD - Toronto	03/02/2003	01/01/1992
11151	Michael J.	Bourassa	Partner	FMD - Toronto	01/09/2003	01/01/1986
11161	Murray	Braithwaite	Partner	FMD - Toronto	05/04/1999	01/01/1989
16472	Stuart	Brotman	Partner	FMD - Toronto	07/11/2006	01/01/2000
11165	Craig	Brown	Partner	FMD - Toronto	01/04/2002	01/01/1985
14915	Alex D.	Cameron	Partner	FMD - Toronto	17/05/1999	01/01/2000
11185	Ian M.	Campbell	Partner	FMD - Toronto	22/09/2003	01/01/2003
11197	Paul V.	Campbell	Partner	FMD - Toronto	23/09/2002	01/01/2002
18314	Andrea	Centa	Partner	FMD - Toronto	01/04/2010	01/02/1999
11218	Koker	Christensen	Partner	FMD - Toronto	16/09/2002	01/01/2002
20598	Stephen D.A.	Clark	Partner	FMD - Toronto	01/04/2016	01/01/1978
11238	Scott D.	Conover	Partner	FMD - Toronto	03/01/1989	01/01/1985
11239	Laura	Cooper	Partner	FMD - Toronto	24/01/1994	01/01/1994
11240	Rosalind H.	Cooper	Partner	FMD - Toronto	01/02/1994	01/01/1991
11286	Martin K.	Denyes	Partner	FMD - Toronto	03/02/1992	01/01/1992
16427	Antonio	Di Domenico	Partner	FMD - Toronto	18/09/2006	01/09/2006
11302	Huy	Do	Partner	FMD - Toronto	05/05/2003	01/01/1998
11308	Peter A.	Downard	Partner	FMD - Toronto	17/03/1986	01/01/1986
17729	John	Elias	Partner	FMD - Toronto	01/08/2007	01/01/1989
18313	Martin	Emmons	Partner	FMD - Toronto	01/04/2010	07/04/1980
11332	Stephen	Erlichman	Partner	FMD - Toronto	03/01/1999	01/01/1982
16100	David	Ferris	Partner	FMD - Toronto	19/09/2005	01/09/2005
11366	Gary S.	Fogler	Partner	FMD - Toronto	02/05/1988	01/01/1985
20429	Paul	Fornazzari	Partner	FMD - Toronto	04/08/2015	01/01/1996
11373	Gideon	Forrest	Partner	FMD - Toronto	08/12/1994	01/01/1995
11375	Garth J.	Foster	Partner	FMD - Toronto	10/02/1992	01/01/1992
16432	Brad	Freelan	Partner	FMD - Toronto	03/01/2012	01/09/2006
11383	Patrick T.J.	Gannon	Partner	FMD - Toronto	05/01/1998	01/01/1998
11406	Lynne	Golding	Partner	FMD - Toronto	01/03/1989	01/01/1989
20620	Brian	Graves	Partner	FMD - Toronto	18/04/2016	01/01/1997
11450	David A.	Hausman	Partner	FMD - Toronto	18/02/1991	01/01/1991
11458	Alix	Herber	Partner	FMD - Toronto	22/05/2007	01/01/2001
11468	Jon J.	Holmstrom	Partner	FMD - Toronto	05/12/1988	01/01/1981
11469	Tracy	Hooey	Partner	FMD - Toronto	06/01/1997	01/01/1997
18117	Darrell	Jarvis	Partner	FMD - Toronto	27/02/2009	01/01/1989
11494	Janice J.	Javier	Partner	FMD - Toronto	12/01/1998	01/01/1998
11504	David	Johnson	Partner	FMD - Toronto	02/01/2002	01/01/2002
19681	Norm	Keith	Partner	FMD - Toronto	01/06/2013	01/01/1983
17835	Brian	Kelsall	Partner	FMD - Toronto	02/01/2008	01/01/1982
11532	Stephen B.	Kerr	Partner	FMD - Toronto	05/01/1998	01/01/1998
16571	John	Kruk	Partner	FMD - Toronto	02/01/2007	01/01/1988

20069	Alison	Lacy	Partner	FMD - Toronto	02/07/2014	01/01/1987
11566	Jonathan F.	Lancaster	Partner	FMD - Toronto	11/01/1993	01/01/1993
11574	Dan R.	Law	Partner	FMD - Toronto	05/02/1990	01/01/1988
17737	Marc S.	Lefler	Partner	FMD - Toronto	17/09/2007	01/01/2007
19877	Mathias	Link	Partner	FMD - Toronto	17/02/2014	01/01/2003
11623	Paul J.	Martin	Partner	FMD - Toronto	01/03/1984	01/01/1984
11627	Jennifer L.	McAleer	Partner	FMD - Toronto	10/01/2000	01/01/2000
11628	Peggy A.	McCallum	Partner	FMD - Toronto	03/11/1997	01/01/1985
11647	Thomas M.	Meagher	Partner	FMD - Toronto	02/07/2002	01/01/2002
11659	Barbara	Miller	Partner	FMD - Toronto	02/03/1981	01/01/1981
11683	Brad R.G.	Moore	Partner	FMD - Toronto	22/09/2003	01/01/2003
11686	Sean	Morley	Partner	FMD - Toronto	20/08/2001	01/01/1997
11705	Ralph N.	Nero	Partner	FMD - Toronto	01/03/1990	01/01/1990
16389	Ronald E.	Nobrega	Partner	FMD - Toronto	24/07/2006	01/01/1994
11716	Andrew S.	Nunes	Partner	FMD - Toronto	22/01/2001	01/01/2001
11760	Peter J.	Pliszka	Partner	FMD - Toronto	01/03/1989	01/01/1989
17836	Ella	Plotkin	Partner	FMD - Toronto	02/01/2008	01/01/1995
11763	Katherine M.	Pollock	Partner	FMD - Toronto	01/03/1988	01/01/1988
11777	Tracy A.	Pratt	Partner	FMD - Toronto	06/02/1995	01/01/1995
11790	Gerald L.R.	Ranking	Partner	FMD - Toronto	01/10/1986	01/01/1984
16166	Rubin	Rapuch	Partner	FMD - Toronto	01/11/2005	01/01/1980
11814	Robin P.	Roddey	Partner	FMD - Toronto	24/07/1995	01/01/1996
11824	David C.	Rosenbaum	Partner	FMD - Toronto	21/08/1989	01/01/1985
11825	Steven F.	Rosenhek	Partner	FMD - Toronto	11/08/2003	01/01/1984
11828	Michael J.W.	Round	Partner	FMD - Toronto	17/03/1986	01/01/1986
11836	John	Sabetti	Partner	FMD - Toronto	24/01/2000	01/01/2000
17988	Karen	Sargeant	Partner	FMD - Toronto	01/08/2008	01/01/1997
18393	Doug H.	Scott	Partner	FMD - Toronto	23/08/2010	01/01/1991
11870	Berkley D.	Seils	Partner	FMD - Toronto	26/01/1998	01/01/1998
17987	Brian	Smeenck	Partner	FMD - Toronto	01/08/2008	01/01/1981
11889	Neil M.	Smiley	Partner	FMD - Toronto	03/04/1989	01/01/1989
18010	Timothy	Squire	Partner	FMD - Toronto	02/09/2008	01/01/1997
18259	Christopher J.	Steeves	Partner	FMD - Toronto	08/02/2010	01/01/1994
11904	Aaron	Stefan	Partner	FMD - Toronto	07/01/2002	01/01/2002
11905	Richard J.	Steinberg	Partner	FMD - Toronto	15/05/1995	01/01/1988
11907	Sean S.	Stevens	Partner	FMD - Toronto	11/01/1999	01/01/1999
11908	Mark	Stinson	Partner	FMD - Toronto	01/03/1983	01/01/1983
11940	Mitchell L.	Thaw	Partner	FMD - Toronto	28/07/1997	01/01/1996
11959	John W.	Torrey	Partner	FMD - Toronto	02/07/2002	01/01/1988
11961	Krisztian	Toth	Partner	FMD - Toronto	08/09/2003	01/01/2003
11971	John S.M.	Turner	Partner	FMD - Toronto	01/03/1989	01/01/1989
19525	Ingrid E.	VanderElst	Partner	FMD - Toronto	01/01/2013	01/01/2000
12004	Corina S.	Weigl	Partner	FMD - Toronto	02/01/1996	01/01/1995
17634	Laurence J.E.	Dunbar	Partner	FMD - Ottawa	01/04/2007	01/01/1980
11396	Guy W.	Giorno	Partner	FMD - Ottawa	04/01/2011	01/01/1991
17632	Gerald L.	Kerr-Wilson	Partner	FMD - Ottawa	01/04/2007	01/01/1999
19863	Sébastien	Lorquet	Partner	FMD - Ottawa	06/02/2014	01/01/2002
19056	Peter	Mantas	Partner	FMD - Ottawa	20/06/2011	01/01/1994
17631	Leslie J.F.	Milton	Partner	FMD - Ottawa	01/04/2007	01/01/1994
17630	J. Aidan	O'Neill	Partner	FMD - Ottawa	01/04/2007	01/01/1985
17629	Scott M.	Prescott	Partner	FMD - Ottawa	01/04/2007	01/01/1997
18189	Virginia	Schweitzer	Partner	FMD - Ottawa	01/09/2009	01/01/1997
19541	Clifford	Sosnow	Partner	FMD - Ottawa	01/02/2013	01/01/1987
18188	Anna	Tosto	Partner	FMD - Ottawa	01/09/2009	01/01/1988
19852	Claire	Vachon	Partner	FMD - Ottawa	03/02/2014	01/01/1995

17626	Stephen P.	Whitehead	Partner	FMD - Ottawa	01/04/2007	01/01/1980
16425	Wojtek	Baraniak	NE Partner	FMD - Toronto	18/09/2006	01/09/2006
11136	William J.	Bies	NE Partner	FMD - Toronto	01/03/1976	01/01/1976
19906	Andrew	Bratt	NE Partner	FMD - Toronto	19/02/2014	01/01/2008
17624	Mark	Brennan	NE Partner	FMD - Toronto	02/04/2007	01/01/1983
15786	Dan	Brock	NE Partner	FMD - Toronto	18/10/2004	01/01/2001
19873	Brian	Burkett	NE Partner	FMD - Toronto	18/02/2014	01/01/1978
15740	Kathleen	Butterfield	NE Partner	FMD - Toronto	20/09/2004	01/09/2004
11192	Howard M.	Carr	NE Partner	FMD - Toronto	01/02/1995	01/01/1974
17607	Jessica	Catton Rinaldi	NE Partner	FMD - Toronto	14/09/2009	01/01/2009
18483	Richard	Cheung	NE Partner	FMD - Toronto	10/01/2011	01/01/2008
11259	Robert W.	Cosman	NE Partner	FMD - Toronto	01/03/1974	01/01/1974
19874	John	Craig	NE Partner	FMD - Toronto	12/02/2014	01/01/1999
11320	Nancy	Eastman	NE Partner	FMD - Toronto	16/12/2002	01/01/1997
15730	Daniel	Fabiano	NE Partner	FMD - Toronto	20/09/2004	01/09/2004
17612	Laura	Fetter	NE Partner	FMD - Toronto	14/09/2009	01/02/2009
16289	Daniel	Fuke	NE Partner	FMD - Toronto	15/09/2008	01/09/2008
11385	Ross	Gascho	NE Partner	FMD - Toronto	28/04/2003	01/01/1990
19875	Douglas	Gilbert	NE Partner	FMD - Toronto	18/02/2014	01/01/1979
19876	Sarah	Graves	NE Partner	FMD - Toronto	14/02/2014	01/01/2010
11446	Robert S.	Harrison	NE Partner	FMD - Toronto	01/02/1981	01/01/1974
11466	M. Elena	Hoffstein	NE Partner	FMD - Toronto	31/03/1980	01/01/1980
19100	Maria	Holder	NE Partner	FMD - Toronto	29/07/2011	01/01/2006
11505	Richard E.	Johnston	NE Partner	FMD - Toronto	28/02/1983	01/01/1983
16729	Daye	Kaba	NE Partner	FMD - Toronto	02/02/2007	01/01/2007
16471	Aubrey	Kauffman	NE Partner	FMD - Toronto	01/12/2006	01/01/1979
17614	Louise	Kennedy	NE Partner	FMD - Toronto	14/09/2009	01/09/2009
11585	Jon A.	Levin	NE Partner	FMD - Toronto	01/03/1975	01/01/1975
19165	Byron W.	Loepky	NE Partner	FMD - Toronto	01/11/2011	01/01/1987
19884	Bonny	Mak Waterfall	NE Partner	FMD - Toronto	12/02/2014	01/01/2007
17890	Zohaib	Maladwala	NE Partner	FMD - Toronto	13/09/2010	01/01/2010
20672	Jenny	Mboutsladis	NE Partner	FMD - Toronto	20/06/2016	01/01/2001
11635	Robert W.	McDowell	NE Partner	FMD - Toronto	01/03/1972	01/01/1972
11707	Douglas C.	New	NE Partner	FMD - Toronto	28/11/1977	01/01/1976
17738	Alex	Nikolic	NE Partner	FMD - Toronto	17/09/2007	01/01/2007
11717	Brian A.	O'Byrne	NE Partner	FMD - Toronto	03/04/1989	01/01/1976
19886	Christian	Paquette	NE Partner	FMD - Toronto	13/02/2014	01/01/2007
16367	Mark	Penner	NE Partner	FMD - Toronto	26/06/2006	01/01/1997
19887	Christopher	Pigott	NE Partner	FMD - Toronto	12/02/2014	01/01/2010
11804	Samuel R.	Rickett	NE Partner	FMD - Toronto	01/03/1976	01/01/1975
11843	Munier	Saloojee	NE Partner	FMD - Toronto	22/01/2001	01/01/2001
11854	Alan M.	Schwartz	NE Partner	FMD - Toronto	02/03/1970	01/01/1970
11892	Neal J.	Smitheman	NE Partner	FMD - Toronto	01/03/1981	01/01/1981
20201	Shane	Todd	NE Partner	FMD - Toronto	01/12/2014	01/01/2009
16298	Vera	Toppings	NE Partner	FMD - Toronto	15/09/2008	01/09/2008
17900	Sarah	Turney	NE Partner	FMD - Toronto	13/09/2010	01/01/2010
11974	Peter W.	Vair	NE Partner	FMD - Toronto	01/03/1979	01/01/1979
17743	Kevin H.	Yip	NE Partner	FMD - Toronto	17/09/2007	01/01/2007
19927	Michael	Boehm	NE Partner	FMD - Ottawa	01/03/2014	01/01/2003
19864	Judith	Parisien	NE Partner	FMD - Ottawa	06/02/2014	01/01/2004
17937	Ariel	Thomas	Associate	FMD - Ottawa	09/13/2010	01/01/2010
18177	Julia	Kennedy	Associate	FMD - Ottawa	09/13/2010	01/01/2010
18308	Yael	Wexler	Associate	FMD - Ottawa	09/10/2012	06/19/2012
19057	Alexandra	Logvin	Associate	FMD - Ottawa	06/20/2011	01/01/2010
19951	Sophie	Arseneault	Associate	FMD - Ottawa	08/24/2015	06/22/2015



20134	Stefan	Kimpton	Associate	FMD - Ottawa	09/08/2014	01/01/2012
20730	Anastasia	Reklits	Associate	FMD - Ottawa	08/26/2016	01/01/2015
20856	Julie	Robinson	Associate	FMD - Ottawa	01/23/2017	01/01/2013
13086	Adam	Parachin	Associate/ Contract	FMD - Toronto	01/21/2002	01/01/2002
16299	Gabriel	Stern	Associate	FMD - Toronto	09/15/2008	09/01/2008
16321	Jay	Choi	Associate	FMD - Toronto	04/22/2013	12/02/2009
17899	Laurie	Turner	Associate	FMD - Toronto	09/12/2016	01/01/2010
18016	Ryan	Mapa	Associate	FMD - Toronto	05/11/2015	01/01/2014
18132	Kathryn	Beck	Associate	FMD - Toronto	09/12/2011	06/16/2011
18295	Dylan	Chochla	Associate	FMD - Toronto	09/10/2012	06/15/2012
18297	Sarah	Goodwin	Associate	FMD - Toronto	09/10/2012	06/13/2012
18298	Jesse	Harper	Associate	FMD - Toronto	09/10/2012	06/13/2012
18301	Katie	Ionson	Associate/Consultant	FMD - Toronto	09/10/2012	06/13/2012
18304	Nicole	Park	Associate	FMD - Toronto	09/10/2012	06/15/2012
18306	Marc	Rodrigue	Associate	FMD - Toronto	09/10/2012	06/19/2012
19002	Jesse	Bertollo	Associate	FMD - Toronto	09/09/2013	06/21/2013
19004	Justine	Connors	Associate	FMD - Toronto	09/09/2013	06/21/2013
19005	Reid	Crombie	Associate	FMD - Toronto	04/28/2014	01/01/2013
19006	Eowynne	Noble	Associate	FMD - Toronto	09/09/2013	06/21/2013
19009	Robert	Iaccino	Associate	FMD - Toronto	01/20/2014	01/01/2013
19012	Nicholas	Robar	Associate	FMD - Toronto	09/09/2013	06/20/2013
19015	Jack	Yu	Associate	FMD - Toronto	09/09/2013	06/21/2013
19296	Gordon	Hunter	Associate	FMD - Toronto	09/08/2014	06/19/2014
19299	Nicole	Singh	Associate	FMD - Toronto	09/08/2014	06/20/2014
19300	David	Steinhauer	Associate	FMD - Toronto	09/08/2014	06/20/2014
19469	Christelle	Gedeon	Associate	FMD - Toronto	09/10/2012	01/01/2011
19594	Mark	Bowman	Associate	FMD - Toronto	09/08/2015	06/23/2015
19595	Noel	Chow	Associate	FMD - Toronto	09/08/2015	06/26/2015
19596	Leslie	Greey	Associate	FMD - Toronto	09/08/2015	06/26/2015
19599	Rachel	Laurion	Associate	FMD - Toronto	09/08/2015	06/23/2015
19602	Rachel	Younan	Associate	FMD - Toronto	09/08/2015	06/26/2015
19603	Jannia	Young	Associate	FMD - Toronto	09/08/2015	06/24/2015
19604	Tala	Khoury	Associate	FMD - Toronto	09/08/2015	06/24/2015
19678	Deanah	Shelly	Associate	FMD - Toronto	06/03/2013	01/01/2012
19795	Daniel	Conrad	Associate	FMD - Toronto	06/20/2016	06/20/2016
19796	Valerie	Eisen	Associate	FMD - Toronto	09/12/2016	06/21/2016
19797	Claire	Feltrin	Associate	FMD - Toronto	09/12/2016	06/20/2016
19798	Avneet	Jaswal	Associate	FMD - Toronto	09/12/2016	06/20/2016
19799	Scott	Ma	Associate	FMD - Toronto	09/12/2016	06/21/2016
19800	Tom	Peters	Associate	FMD - Toronto	09/12/2016	06/20/2016
19801	Chad	Pilkington	Associate	FMD - Toronto	09/12/2016	06/21/2016
19802	Mariko	Rivers	Associate	FMD - Toronto	09/12/2016	06/20/2016
19889	Jackie	VanDerMeulen	Associate	FMD - Toronto	02/14/2014	01/01/2010
19950	Vanessa	Mui	Associate	FMD - Toronto	09/08/2015	06/26/2015
20029	Craig	Bellefontaine	Associate	FMD - Toronto	05/12/2014	01/01/2014
20144	Darren	Lund	Associate	FMD - Toronto	10/20/2014	01/01/2003
20167	Rosario	Cartagena	Associate	FMD - Toronto	11/12/2014	01/01/2010
20198	Megan	Rolland	Associate	FMD - Toronto	11/14/2014	06/01/2014
20279	Allyson	Roy	Associate	FMD - Toronto	02/17/2015	01/01/2010
20384	Myroslav	Chwaluk	Associate	FMD - Toronto	05/25/2015	01/01/2010
20396	David	Ziegler	Associate	FMD - Toronto	06/15/2015	01/01/2015
20433	Grant	LoPatriello	Associate	FMD - Toronto	08/04/2015	01/01/2013
20487	Brittany	Sud	Associate	FMD - Toronto	11/09/2015	01/01/2015
20570	Caroline	Youdan	Associate	FMD - Toronto	03/07/2016	01/01/2015
20626	Simon	Hitchens	Associate	FMD - Toronto	05/02/2016	01/01/2009

20664	Nora	Kharouba	Associate	FMD - Toronto	07/04/2016	01/01/2015
20667	Allison	Worone	Associate	FMD - Toronto	06/27/2016	01/01/2013
20671	Jonathan	Wansbrough	Associate	FMD - Toronto	06/27/2016	01/01/2012
20714	Caleigh	Caplan	Associate	FMD - Toronto	08/29/2016	01/01/2015
20880	Alanna	Tevel	Associate	FMD - Toronto	02/13/2017	01/01/2016
19600	Aine	O'Connor	Associate	FMD - Toronto	09/08/2015	06/26/2015
18141	Christopher J.	Rae	Associate	FMD - Toronto	09/12/2011	06/16/2011
18137	Arun S.	Krishnamurti	Associate	FMD - Toronto	09/12/2011	06/16/2011
18140	Kimberly E.	Potter	Associate	FMD - Toronto	09/10/2012	06/17/2011
18143	Will D.	Shaw	Associate	FMD - Toronto	09/12/2011	06/17/2011
19301	Corum	Van Esch	Associate	FMD - Toronto	09/08/2014	06/20/2014
18190	Robert	Chapman	Counsel	FMD - Ottawa	01/09/2009	01/01/1969
20111	Patrick	McCann	Counsel	FMD - Ottawa	02/09/2014	01/01/1971
11350	Claudia	Feldkamp	Counsel	FMD - Toronto	01/10/2008	01/01/1999
11461	Chuck	Higgins	Counsel	FMD - Toronto	03/12/2001	01/01/1987
15754	Lisa	Simone	Counsel	FMD - Toronto	22/09/2004	01/01/1993
16388	Katherine	Christie	Counsel	FMD - Toronto	31/07/2006	01/01/1980
18382	Vaso	Maric	Counsel	FMD - Toronto	07/09/2010	01/04/2001
19347	Jeff	Dennis	Counsel	FMD - Toronto	30/04/2012	01/01/1985
20696	Rosa	DeFilippis	Counsel	FMD - Toronto	25/07/2016	01/01/1999
11632	Roxanne	McCormick	Counsel	FMD - Toronto		
11662	Donald	Milner	Counsel	FMD - Toronto		
12053	Brian	Wright	Counsel	FMD - Toronto		
17636	Stephen	Acker	Counsel	FMD - Ottawa		
11140	S. Bruce	Blain	Counsel	FMD - Toronto	01/03/1975	01/01/1975
11194	Craig R.	Carter	Counsel	FMD - Toronto	21/01/1985	01/01/1979
20583	Natasha	De Cicco	Counsel	FMD - Toronto	21/03/2016	01/01/2003
11306	David M.	Doubilet	Counsel	FMD - Toronto	01/03/1985	01/01/1978
11521	Howard J.	Kaufman	Counsel	FMD - Toronto	15/04/2001	01/01/1971
15877	William K.	Orr	Counsel	FMD - Toronto	01/12/2004	01/01/1978
11728	Walter J.	Palmer	Counsel	FMD - Toronto	01/03/1975	01/01/1975
11820	Leslie H.	Rose	Counsel	FMD - Toronto	24/02/1975	01/01/1975
11859	Douglas R.	Scott	Counsel	FMD - Toronto	01/03/1973	F
11877	Robert L.	Shirriff	Counsel	FMD - Toronto	01/03/1958	01/01/1958
18242	Tanneke	Heersche	Partner	FMD - Toronto		

**Non Lawyer /Consultants**

19758	Michael D.	Harris	Advisor	FMD - Toronto	16/09/2013	N/A
19679	Cathy	Chandler	Advisor	FMD - Toronto	03/06/2013	NULL
19680	Carla	Oliver	Advisor	FMD - Toronto	03/06/2013	NULL
20235	David	Marchione	Advisor	FMD - Toronto	02/02/2015	NULL
19052	Joseph	Guzzi	Advisor	FMD - Toronto	07/06/2011	NULL

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APPENDIX C  
ACTIVE NON-LAWYER COUNSULTANTS OF THE FIRM AS OF MARCH 1, 2017  
(Excluding Patent & Trademark Agents)

Name of Firm: Fasken Martineau DuMoulin LLP

**SECTION A**

Professional Service Provided or Type of Profession	# Person in Same Profession	Location (Province)	Client Contact	Advise Clients	Supervised by Lawyers	Underlying Insurance <sup>1</sup>	% of Time Docketed <sup>2</sup>
<u>Geophysical Health Consultant</u>	<u>3</u>	<u>Ontario</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>100%</u>
<u>Legal</u>	<u>2</u>	<u>Ontario</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

**SECTION B**

Please provide the following details on the underlying insurances purchased and attach a copy of the policies:

Type of Exposure:	Type of Exposure
Insurance Carrier:	Insurance Carrier:
Policy Number:	Policy Number:
Period of Insurance:	Period of Insurance:
Retroactive Date:	Retroactive Date:
Limits: \$_____ per claim, \$_____ aggregate	Limits: \$_____ per claim, \$_____ aggregate

<sup>1</sup> If underlying insurance is purchased, please complete Section B.

<sup>2</sup> PLEASE COMPLETE THIS COLUMN ONLY FOR INDIVIDUALS WHO ARE NOT ACTING UNDER THE SUPERVISION OF A LAWYER AND FOR THAT PORTION OF TIME THE INDIVIDUAL IS NOT ACTING UNDER THE SUPERVISION OF A LAWYER.

# Non Lawyer /Consultants

19758	Michael D.	Harris	Advisor	FMD - Toronto	16/09/2013	N/A
19679	Cathy	Chandler	Advisor	FMD - Toronto	03/06/2013	NULL
19680	Carla	Oliver	Advisor	FMD - Toronto	03/06/2013	NULL
20235	David	Marchione	Advisor	FMD - Toronto	02/02/2015	NULL
19052	Joseph	Guzzi	Advisor	FMD - Toronto	07/06/2011	NULL

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**Non Lawyer /Consultants**

19758	Michael D.	Harris	Advisor	FMD - Toronto	16/09/2013	N/A	1
19679	Cathy	Chandler	Advisor	FMD - Toronto	03/06/2013	NULL	2
19680	Carla	Oliver	Advisor	FMD - Toronto	03/06/2013	NULL	3
20235	David	Marchione	Advisor	FMD - Toronto	02/02/2015	NULL	4
19052	Joseph	Guzzi	Advisor	FMD - Toronto	07/06/2011	NULL	5

# APPENDIX E

## PROFESSIONAL SERVICES PROVIDED RELATING TO NON-CANADIAN LAW & PROFESSIONAL SERVICES PROVIDED IN THE U.S. & OUTSIDE OF CANADA

Name of Firm: Fasken Martineau DuMoulin LLP

### 1. Professional Services Provided by Canadian Lawyers Relating to Non-Canadian Law

Please provide the following information on lawyers primarily resident in Canada who provide Professional Services relating to non-Canadian law (not including those which are incidental to the practice of Canadian law). Please only report on lawyers with more than 5% of docketed time in this category.

Name of Lawyer	Location of Office	% of Docketed Time Relating to Non-Canadian Law
N/A		

### 2. Professional Services Provided by Canadian Lawyers from a U.S. Office

Please provide the following information on lawyers primarily resident in Canada who provide Professional Services part time in an office or branch of the Firm located in the United States. Please only report on lawyers with more than 5% of docketed time in this category.

Name of Lawyer	Location of Office	% of Docketed Time in the U.S. Office
N/A		

### 3. Professional Services Provided by Offices Outside of Canada

Please provide the following information on all lawyers reported in Appendix B under the "Outside of Canada" column.

Location of Office	# of Lawyers Practise 100% Canadian Law	# of Lawyers Practise 100% Non-Canadian Law	# of Lawyers Practise both Canadian & Non-Canadian Law
N/A			

4. Other Insurance

For the exposures identified in Questions 1, 2 and 3 above, please provide details of specific insurance protection (e.g. coverage provided for a non-Canadian office or by a non-Canadian law society) as well as a copy of the policies.

Type of Exposure: N/A  
Insurance Carrier: \_\_\_\_\_  
Policy Number: \_\_\_\_\_  
Period of Insurance: \_\_\_\_\_  
Retroactive Date: \_\_\_\_\_  
Limits: \$ \_\_\_\_\_ per claim, \$ \_\_\_\_\_ annual aggregate

Type of Exposure: N/A  
Insurance Carrier: \_\_\_\_\_  
Policy Number: \_\_\_\_\_  
Period of Insurance: \_\_\_\_\_  
Retroactive Date: \_\_\_\_\_  
Limits: \$ \_\_\_\_\_ per claim, \$ \_\_\_\_\_ annual aggregate

Type of Exposure: N/A  
Insurance Carrier: \_\_\_\_\_  
Policy Number: \_\_\_\_\_  
Period of Insurance: \_\_\_\_\_  
Retroactive Date: \_\_\_\_\_  
Limits: \$ \_\_\_\_\_ per claim, \$ \_\_\_\_\_ annual aggregate

Type of Exposure: N/A  
Insurance Carrier: \_\_\_\_\_  
Policy Number: \_\_\_\_\_  
Period of Insurance: \_\_\_\_\_  
Retroactive Date: \_\_\_\_\_  
Limits: \$ \_\_\_\_\_ per claim, \$ \_\_\_\_\_ annual aggregate



CANADIAN LAWYERS LIABILITY ASSURANCE SOCIETY (CLLAS)  
Open and Closed Claims Bordereau  
As at December 31, 2016  
LSUC



Firm: Fasken Martineau DuMoulin LLP

CLLAS Claim Number	Lawyer Last Name	First Name	Claimant	Report Date	Error Date	Date Closed	Disp. Code	Indemnity Pd (LS)	Legal Pd (LS)	Current Reserve (LS)	Incurred Liability (LS)	Indemnity Pd (CLLAS)	Legal Pd (CLLAS)	Reserves Indemnity (CLLAS)	Reserves Legal (CLLAS)	Incurred Liability (CLLAS)
2002-040	Allsebrook	David	Jeffrey Carefoote and Ball Brewing Co.	24-Sep-2001	13-Oct-2000	26-May-2009		-\$49,060	\$1,000,000	\$0	\$1,049,060	\$2,188,660	\$877,791	\$0	\$0	\$3,066,451
2002-234	Allsebrook	David	Dennis Sauve, Newblock Corp	27-Jun-2002	1-Jan-2001	16-Oct-2002	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2002-245	Allsebrook	David	1199464 Ontario Inc.	28-Jun-2002	15-May-2001	4-Mar-2003	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2010-090	Apps	William Alfred	Darryl Ian Sheriff	11-Jan-2010	2-Sep-2008	19-Nov-2012	4 - Claim Compromised	\$0	\$109,962	\$0	\$109,962	\$0	\$0	\$0	\$0	\$0
2012-109	Apps	Alfred	Ornge	27-Feb-2012	31-Jan-2011	25-Mar-2013	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
91-142	APPS	W. ALFRED	385406 ONTARIO LIMITED ET AL	28-Jun-1991	1-Jun-1990	1-Jun-1992	6	\$0	\$812	\$0	\$812	\$0	\$0	\$0	\$0	\$0
91-145	APPS	W. ALFRED	KEVIN PARK	31-May-1991	28-Feb-1990	23-Oct-1996	6	\$0	\$6,489	\$0	\$6,726	\$0	\$0	\$0	\$0	\$0
93-069	APPS	W. ALFRED	George W. Tindall Ltd.	25-Jan-1993	31-Oct-1992	2-Feb-2002	6	\$0	\$13,135	\$0	\$13,135	\$0	\$0	\$0	\$0	\$0
93-121	APPS	W. ALFRED	Cholkan Corporation	1-Jun-1993	1-Oct-1990	10-Jan-1994	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
93-149	APPS	W. ALFRED	Bauhaus Designs Can Inc. - Bilt	30-Jun-1993	31-Jan-1993	26-Apr-1994	6	\$0	\$0	\$0	\$513	\$0	\$0	\$0	\$0	\$0
94-078	APPS	W. ALFRED	GEORGE W. TINDALL LTD./TUTTON RE VANIZIA CONS.	23-Oct-1993	1-Nov-1991	12-Feb-2002	6	\$0	\$16,617	\$0	\$16,617	\$0	\$0	\$0	\$0	\$0
2010-121	Ascherl	Peter S.	Rochling Engineering Plastics Ltd.	15-Mar-2010	1-Jun-2009	22-Sep-2010	6	\$0	\$4,693	\$0	\$4,693	\$0	\$0	\$0	\$0	\$0
90-080	BAKER	THOMAS B.	WILLIAM FODOR/AGNEW GROUP	30-Jun-1990	28-Feb-1987	4-Jul-1997	6	\$0	\$38,244	\$0	\$38,244	\$0	\$0	\$0	\$0	\$0
91-140	BAKER	THOMAS B.	TRENVEST LIMITED	30-Jun-1991	30-Nov-1986	30-Oct-2000	5 - Claim Paid In Full	\$150,000	\$70,897	\$0	\$220,897	\$0	\$0	\$0	\$0	\$0
92-100	BAKER	THOMAS	PERRY S. REA ET AL	6-Mar-1992	1-Jun-1988	30-Jun-1993	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
92-111	BAKER	THOMAS B.	MOGUL HOLDINGS/REVENUE CANADA	30-Apr-1992	31-May-1987	15-Jul-1994	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2016-065	Baldanza	Anthony	Ulma Construction Systems Canada Inc.	29-Dec-2015	1-Jan-2015	30-Mar-2016	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2002-048	Ball	T. Anthony	Metro Capital Management Inc	5-Oct-2001	23-Feb-2001	23-Jul-2002	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
99-096	Ball	T. Anthony	Steve Suske and Suske Family Trust	19-Mar-1999	17-Feb-1999	16-Jul-1999	6	\$0	\$15,170	\$0	\$15,170	\$0	\$0	\$0	\$0	\$0
92-165	BARLOW	ROBERT L.	GRUPPO EDITORIALE JACKSON	30-Jun-1992	31-Jan-1992	13-Jun-1994	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
94-184	Barlow	Robert L.	James P. Winter	22-Nov-1993	1-Jun-1989	9-Feb-1995	7	\$13,000	\$0	\$0	\$15,914	\$0	\$0	\$0	\$0	\$0
2016-107	Beach	Allan	Lorne Piett	23-Mar-2016	10-Mar-2016			\$0	\$32,616	\$67,384	\$100,000	\$0	\$0	\$0	\$0	\$0
2017-026	Beach	Alan	Berkshire Funding Initiatives Limited	30-Aug-2016				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
95-010	Beach	Allan	Cooke Investments	7-Sep-1994	1-Jan-1993	23-Sep-1994	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
95-034	Beach	Allan G.	Pervin/Cannon/Simpson	21-Oct-1994	1-Apr-1988	30-Jun-1996	5 - Claim Paid In Full	\$50,000	\$41,621	\$0	\$93,569	\$0	\$0	\$0	\$0	\$0
2016-042	Beach (not	Allan	R.J. McCarthy Limited / Martin McCarthy	7-Nov-2015	12-Dec-1990			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
92-102	BESANT	CHRIS	BANK OF AMERICA	1-Mar-1992		30-Jun-1994		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
92-103	BESANT	CHRIS	NEW VISIONS ENTERTAINMENT CORPORATION	1-Mar-1992		30-Jun-1994		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2003-033	Bies	William J.	Sonnenschein, Nath & Rosenthal et al	2-Oct-2002	18-Jun-2001	2-Aug-2011	6	\$0	\$16,557	\$0	\$16,557	\$0	\$0	\$0	\$0	\$0
2003-053	Bies	William J.	Estate of Lloyd MacLean	1-Nov-2002	30-Jun-2002	25-Mar-2003	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
94-126	Bies	William J.	Toronto-Dominion Securities Inc. et al	30-May-1994	10-Feb-1989	15-Jul-2002	6	\$0	\$44,641	\$0	\$44,641	\$0	\$0	\$0	\$0	\$0
94-155	Bies	William J.	Colgate-Palmolive Canada	29-Jun-1994	1-Apr-1990	26-May-1997	6	\$0	\$6,854	\$0	\$6,854	\$0	\$0	\$0	\$0	\$0
2005-054	Blain	Bruce	Northern Financial Corporation	22-Nov-2004		31-Dec-2004	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2004-149	Bourassa	Michael	Robert, John and William Norcott	6-Jan-2004	7-Apr-2003	30-Sep-2006	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2001-080	Bradshaw	James A.	Paul John Tuz	16-Feb-2001	15-Dec-1993	26-Jun-2001	6	\$0	\$2,411	\$0	\$2,411	\$0	\$0	\$0	\$0	\$0
93-154	BRADSHAW	JAMES A.	Livergant Trust	30-Jun-1993	31-May-1992	4-Aug-1993	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
96-121	Bradshaw	James A.	Lynda Livergant	1-Jun-1996	1-Sep-1993	22-May-1997	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
92-009	Brock	S. RONALD	ARMIN & INDCENCIA BUETTNER	1-Aug-1991	1-Oct-1989	1-May-1992	5 - Claim Paid In Full	\$7,521	\$0	\$0	\$7,521	\$0	\$0	\$0	\$0	\$0
2012-042	Brotman	Stuart	Steve Tobias and Logotech Inc.	28-Oct-2011	31-Mar-2009	9-Jan-2013	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2017-061	Cameron	Alexander D.	CEDROM	30-Nov-2016				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2017-080	Cameron	Alexander	Villa Di Manno / Italcant Imports Inc.	4-Jan-2017				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2004-124	Camilleri	Mark A.	Bobst Canada Inc.	10-Mar-2004	10-Dec-2003	27-May-2004	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2005-056	Campion	John A.	Chaitanya K. Kalevar	7-Dec-2004	24-Mar-1999	31-Dec-2004	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
91-149	CAMPION	JOHN A.	XEROX CANADA INC. ET AL	28-Jun-1991	1-Mar-1990	31-Mar-1992	6	\$0	\$840	\$0	\$840	\$0	\$0	\$0	\$0	\$0
95-027	Campion	J.	Annie Goose et al	12-Oct-1994	1-Dec-1989	20-Apr-1995	6	\$0	\$0	\$0	\$867	\$0	\$0	\$0	\$0	\$0

CANADIAN LAWYERS LIABILITY ASSURANCE SOCIETY (CLLAS)  
Open and Closed Claims Bordereau  
As at December 31, 2016  
LSUC

Firm: Fasken Martineau DuMoulin LLP

CLLAS Claim Number	Lawyer Last Name	First Name	Claimant	Report Date	Error Date	Date Closed	Disp. Code	Indemnity Pd (LS)	Legal Pd (LS)	Current Reserve (LS)	Incurred Liability (LS)	Indemnity Pd (CLLAS)	Legal Pd (CLLAS)	Reserves Indemnity (CLLAS)	Reserves Legal (CLLAS)	Incurred Liability (CLLAS)
2004-216	Cannon	Douglas	Don Johnson	28-Jun-2004	10-Oct-2001	31-Dec-2004	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2000-053	Carr	Howard	Paul Bronfman et al	25-Nov-1999	13-Feb-1997	4-Mar-2004	5 - Claim Paid In Full	\$100,000	\$446,667	\$0	\$546,667	\$0	\$0	\$0	\$0	\$0
2005-216	Carr	Howard	Jeffrey and Richard Cooper	15-Jun-2005	1-Mar-2005	2-Nov-2005		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2010-162	Carr	Howard M.	Kerry Winter, Jeffrey Barkin, Paul Barkin and Dana	25-May-2010	7-Dec-1993	17-Dec-2010	6	\$0	\$8,215	\$0	\$8,215	\$0	\$0	\$0	\$0	\$0
2011-148	Carr	Howard	James Posluns	1-Apr-2011	15-Jan-1990	7-Mar-2012	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2012-028	Carr	Howard M.	Harold J. Wolfe Family trust No. 2	23-Sep-2011	8-Oct-1992	11-Sep-2013	6	\$0	\$69,173	\$0	\$69,173	\$0	\$0	\$0	\$0	\$0
2012-101	Carr	Howard M.	Leora Glick	8-Feb-2012	6-Nov-2008	23-Apr-2012	6	\$0	\$2,991	\$0	\$2,991	\$0	\$0	\$0	\$0	\$0
2012-163	Carr	Howard	David Bronfman	7-Jun-2012	13-Dec-1991	31-Dec-2013	6	\$0	\$5,429	\$0	\$5,429	\$0	\$0	\$0	\$0	\$0
2014-004	Carr	Howard M.	Lisa Gelb	24-Jul-2013	7-May-2009	21-May-2015	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2015-103	Carr	Howard	Estate of John Telesphore Bart	9-Apr-2015	17-Feb-2012	1-Sep-2015	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2016-016	Carr	Howard	David Shiffman	24-Aug-2015	22-May-2007	15-Jan-2016	5 - Claim Paid In Full	\$0	\$435	\$0	\$435	\$0	\$0	\$0	\$0	\$0
2016-138	Carr	Howard	Veronica, Karen, Marla, Jason Gold & Lorie Isreal	28-Apr-2016	7-Jun-2005	17-Oct-2016	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2017-045	Carr	Howard	Diane Allison Volgyesi	6-Oct-2016				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2017-049	Carr	Howard	Victoria Sadowski / Estate of Marvin Sadowski	31-Oct-2016		7-Dec-2016	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
17-107	Carr	Howard	Joshua and Elise Latner re. Estate of Albert Latner	Feb.21.2017				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2002-233	Carr/Weigl	Howard/Corin	Christina Zimmermann	27-Jun-2002	15-Nov-2000	8-Apr-2003	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2015-080	Cheng	May	Andrey Pinsky	10-Feb-2015	23-Dec-2013	5-Jun-2015	12	\$0	\$121	\$0	\$121	\$0	\$0	\$0	\$0	\$0
2016-033	Cheung	Richard Yolande	Dimaris Corporation	20-Oct-2015	22-Aug-2015	7-Mar-2016	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
98-078	Collins	Ronald D	Ralph Bonham	3-Apr-1998	1-Jan-1997	30-Jun-1999	6	\$0	\$0	\$0	\$387	\$0	\$0	\$0	\$0	\$0
2001-102	Conover	Scott	IMoney Corp.	11-Apr-2001	14-Apr-2000	1-Oct-2001	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
98-115	Conover	Scott D.	CFSC Capital Corp. XI	15-Jun-1998	1-Jan-1996	23-Jun-1998	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Not reported	Cooper	Laura	Global Learning Gifting Initiative	30-Jan-2017				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
95-035	Corbett/Nero	David/Ralph	Best Gagne Book Manufacturers Inc.	2-Oct-1994	1-Feb-1994	19-Jan-1995	6	\$0	\$0	\$0	\$690	\$0	\$0	\$0	\$0	\$0
2009-093	Cosman	Robert W.	Bruce Bergez	15-Jan-2009		30-Jun-2009		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
98-053	Coultime	David J.	Cover-All Computer Holdings Inc./Jim Coverdale	13-Jan-1998	30-Nov-1997	13-Mar-1998	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2007-007	Crnatovic	Bozidar	Homeland Uranium Inc.	27-Jul-2006	27-Jan-2006	6-Sep-2006	2 - Claim Dismissed	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2004-105	Devine	Heather	Mohamed Ovington Kamara	15-Jan-2004	17-Sep-2001	27-May-2004	6	\$0	\$7,217	\$0	\$7,217	\$0	\$0	\$0	\$0	\$0
2002-247	Downard	Peter	Chaim Forer	28-Jun-2002	1-Aug-2000	4-Mar-2003	6	\$0	\$367	\$0	\$367	\$0	\$0	\$0	\$0	\$0
2003-154	Downard/Forr	Peter/Gideon	JIT Automation Inc.	18-Feb-2003	22-Nov-2002	10-Jul-2003	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2002-202	D'Silva	Alan	U.S.E. Heckson Products Ltd.	25-Jun-2002	9-Apr-2001	15-Sep-2003	6	\$0	\$300	\$0	\$300	\$0	\$0	\$0	\$0	\$0
2004-133	D'Silva	Alan L. W.	Jay Hamilton Associates Inc.	18-Mar-2004	1-Mar-2002	4-Aug-2011	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
97-089	D'Silva	Alan	Billiton Metals Canada Inc.	6-May-1997	30-Nov-1996	26-Nov-1997	6	\$0	\$2,194	\$0	\$2,194	\$0	\$0	\$0	\$0	\$0
99-018	D'Silva	Alan	Fran Thompson/Claire Walker/Terry Collins	8-Sep-1998	1-Apr-1998	12-Nov-2001	5 - Claim Paid In Full	\$48,000	\$105,553	\$0	\$153,553	\$0	\$0	\$0	\$0	\$0
2013-016	Dube	Georges	Benefact Consulting Group Inc.	22-Aug-2012	4-Feb-2010	30-Sep-2012	1 - No Claim Developed	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
93-013	DUDER	MICHAEL D.E.	David James O'Donoghue	30-Sep-1992	31-Jan-1988	30-Jun-1994	6	\$0	\$943	\$0	\$2,502	\$0	\$0	\$0	\$0	\$0
2000-004	Duncan	Janne M.	Great Lakes National Bank/Stone Transport	28-Jul-1999	17-Nov-1998	13-Dec-2000	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2005-112	Eberschlag	Robert	Schneider Power Inc. et al	19-Jan-2005		28-Feb-2005	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2004-151	Elias	John	Lloyds TSB/Ashtead Technology	30-Apr-2004	27-Jun-2003	16-Feb-2005	6	\$0	\$1,463	\$0	\$1,463	\$0	\$0	\$0	\$0	\$0
2016-139	Elias	John Martin	National Bank of Canada	16-May-2016	22-May-2014			\$0	\$0	\$10,000	\$10,000	\$0	\$0	\$0	\$0	\$0
92-017	ELLIOTT	ROGER R.	S.B. McLAUGHLIN and ENTERAC PROPERTY CORP.	26-Sep-1991	1-Oct-1988	1-Sep-1992	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
94-167	Elliott	Robert	CMRA	7-Feb-1994		30-Sep-1995		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
96-108	Esposito	Ed	Henry Maw	18-Jun-1996	31-Aug-1995	21-Jul-1998	6	\$0	\$0	\$0	\$1,753	\$0	\$0	\$0	\$0	\$0
2003-062	Fecenko	Mark	City of Toronto	12-Nov-2002	20-Aug-1999	10-Aug-2006	6	\$0	\$13,708	\$0	\$13,708	\$0	\$0	\$0	\$0	\$0
95-131	Fell	Fraser M.	Gentra Inc. (used to be Royal Trustco)	8-Jun-1995		30-Jun-1996	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
92-012	FIELD	PAUL	DOR-SEAL LIMITED	30-Sep-1991	31-May-1991	6-Jul-1994	6	\$0	\$0	\$0	\$2,087	\$0	\$0	\$0	\$0	\$0

CANADIAN LAWYERS LIABILITY ASSURANCE SOCIETY (CLLAS)

Open and Closed Claims Bordereau

As at December 31, 2016

LSUC

Firm: Fasken Martineau DuMoulin LLP

CLLAS Claim Number	Lawyer Last Name	First Name	Claimant	Report Date	Error Date	Date Closed	Disp. Code	Indemnity Pd (LS)	Legal Pd (LS)	Current Reserve (LS)	Incurred Liability (LS)	Indemnity Pd (CLLAS)	Legal Pd (CLLAS)	Reserves Indemnity (CLLAS)	Reserves Legal (CLLAS)	Incurred Liability (CLLAS)
2002-235	Filipiuk	William	David Shemilt	27-Jun-2002	1-Oct-1997	23-Jul-2002	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
91-094	FOGLER	GARY S.	INNOVATION ONTARIO CORPORATION	1-May-1991	1-Mar-1991	1-Dec-1992	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
94-156	Fogler	Gary	Bob Byrch	29-Jun-1994	1-Jun-1993	14-Nov-1994	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
95-058	Fogler/Kribs	Gary/Norman	Hartco Enterprise Inc.	5-Dec-1994	6-Oct-1994	7-Mar-1995	6	\$0	\$0	\$0	\$320	\$0	\$0	\$0	\$0	\$0
94-087	FOLLETT	J. STEVEN	MITCHELL ESTATE	4-Mar-1994	1-Dec-1986	12-Dec-1994	6	\$0	\$0	\$0	\$155	\$0	\$0	\$0	\$0	\$0
95-108	Follett	J. Steven	The Imperial Life Assurance Company of Canada	3-Apr-1995	21-Dec-1989	28-May-1997	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2014-055	Forrest	Gideon C.	The Peter Rothbart Family Trust	13-Dec-2013	14-Jun-2013	2-Nov-2015	6	\$0	\$3,955	\$0	\$3,955	\$0	\$0	\$0	\$0	\$0
91-147	FOSTER	RUTH	ROBERT/CHRISTINE KATO	28-Jun-1991	1-Jul-1990	1-Nov-1991	6	\$0	\$669	\$0	\$669	\$0	\$0	\$0	\$0	\$0
91-141	FUKE	JOHN M.	JORDAN F. SULLIVAN FAMILY TRUST	28-Jun-1991	1-Mar-1991	1-Feb-1992	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
93-152	FUKE	John M.	Clair C. Stewart - Casse Invest	30-Jun-1993	30-Jun-1993	25-Oct-1999	5 - Claim Paid In Full	\$111,667	\$41,439	\$0	\$180,060	\$0	\$0	\$0	\$0	\$0
95-025	Fuke	John	Aberdeen Trust / Marpur Trust	19-Sep-1994	1-May-1992	31-Mar-1996		\$0	\$9,346	\$0	\$11,191	\$0	\$0	\$0	\$0	\$0
2014-057	Gammon	Keri	Breakwater Resources Ltd	11-Dec-2013	26-Apr-2013	24-Mar-2014	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
93-151	GARDNER	R. W.	Michael and Dorothy Burke	30-Jun-1993	31-Dec-1991	25-Mar-1994	6	\$0	\$1,028	\$0	\$1,028	\$0	\$0	\$0	\$0	\$0
99-106	Gardner	Rudolph W.	Joseph Harberbusch/Don Valley Real Estate	16-Jun-1999	15-Jul-1997	14-Nov-2001	6	\$0	\$8,132	\$0	\$8,132	\$0	\$0	\$0	\$0	\$0
91-137	GELLER	JOHN A.	GRAFTON GROUP	28-Jun-1991	28-Feb-1991	21-Feb-1995	6	\$0	\$33,139	\$0	\$34,135	\$0	\$0	\$0	\$0	\$0
92-070	GELLER	JOHN A.	MAHER INC./GRAFTON	31-Dec-1991	1-Nov-1991	1-Jun-1992	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2012-018	Gibson	Estate of FD (dec)	Bruce Weppler	30-Aug-2011		30-Jun-2012	2 - Claim Dismissed	\$0	\$0	\$0	\$0	\$0	\$96,884	\$0	\$0	\$96,884
94-127	Gibson	Estate of FD	Brian Raphael Harrington Massie Trust	19-May-1994	1-Mar-1994	31-May-1995	6	\$0	\$0	\$0	\$622	\$0	\$0	\$0	\$0	\$0
94-128	Gibson	Estate of FD	Estate of Ruth McCleary	20-May-1994	1-May-1993	30-May-1995	6	\$0	\$0	\$0	\$1,053	\$0	\$0	\$0	\$0	\$0
94-129	Gibson	Estate of FD	Edward Robson Family Trust	19-May-1994	1-Mar-1994	30-Apr-1996	6	\$0	\$0	\$0	\$1,003	\$0	\$0	\$0	\$0	\$0
95-106	Gibson	Estate of FD	Beneficiaries of the Quadra Trust/Berney, Horodezk	31-Dec-1994	1-Jan-1993	30-Jan-1997	6	\$0	\$5,103	\$0	\$5,103	\$0	\$0	\$0	\$0	\$0
95-107	Gibson	Estate of FD	Beneficiaries of the Esbe Trust and Sheldon Berney	31-Dec-1994	1-Dec-1990	30-Jan-1997	6	\$0	\$5,453	\$0	\$5,453	\$0	\$0	\$0	\$0	\$0
96-127	Gibson	Estate of FD	Estate R, Laird/W. Cohoon, W. Briggs et al	1-Aug-1995	7-Dec-1990	27-Nov-1997	6	\$0	\$0	\$0	\$2,873	\$0	\$0	\$0	\$0	\$0
97-004	Gibson	Estate of FD	Contra Spem Trust/James Massie et al	30-Jul-1996	11-Dec-1989	16-Sep-2002	6	\$0	\$1,630	\$0	\$1,630	\$0	\$0	\$0	\$0	\$0
94-123	Gibson et al	F. Douglas	Anders Jahre Estate	18-May-1994	1-Jan-1989	31-Dec-2006	6	\$0	\$17,484	\$0	\$17,484	\$0	\$0	\$0	\$0	\$0
2008-117	Gourlay	David A.	Multisoft et al (Mitchell McDermid)	20-Mar-2008		22-Sep-2009		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2009-005	Gouthro	Elizabeth	Hayes Bicycle Group Inc.	25-Jul-2008		20-Aug-2008	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2016-147	Graves	Brian	Braydon Capital Corporation	1-Jun-2016	7-Jan-2014			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
92-179	GREENE	PETER R.	HTH HEATECH INC.	30-Jun-1992	27-May-1991	1-Dec-1992	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2001-137	Grundy	Douglas E.	CamVec Corporation	13-Jun-2001	1-Jun-2000	16-Jul-2002		\$641,040	\$23,933	\$0	\$664,973	\$0	\$0	\$0	\$0	\$0
96-120	Grundy	Douglas	BBDO Canada Inc./Apple Canada Inc.	26-Jun-1996	1-Apr-1996	15-Jan-1997	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2009-136	Halasz	David	Brianne Lloyd and Joel Broderick	24-Apr-2009	30-Dec-2008	2-Nov-2009	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2009-023	Harrison	Robert	MasTec	11-Sep-2008		18-Sep-2008	11	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2009-140	Harrison	Robert S.	Koch Industries Inc. or INVISTA (Trans) Company	5-May-2009		2-Nov-2009	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2014-038	Harrison	Robert	Mutual Financial	30-Oct-2013	14-Mar-2013	27-Oct-2015	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
94-175	Harrison	Robert	Thomas B. Baker	18-Apr-1994	1-Jan-1994	30-Jun-1996	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
95-129	Harrison	R.S.	Anthony Maida and Timarron Equities Limited	8-Jun-1995	1-Apr-1995	12-Apr-1996	6	\$0	\$9,283	\$0	\$9,283	\$0	\$0	\$0	\$0	\$0
95-158	Harrison	R.S.	The Toronto Dominion Bank	30-Jun-1995	1-Dec-1993	3-Feb-1998	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2005-168	Hausman	David A.	Benjamin Gelfand	28-Apr-2005		2-Nov-2005		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
97-099	Hayes	Mark S.	Livent Inc.	23-May-1997	27-Feb-1997	14-Aug-1997	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2003-179	Henderson	Neil	Pan Jit Americas	21-May-2003	11-Apr-2003	30-Sep-2003	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2004-037	Henderson	Neil	North American Salt Company	29-Oct-2003	8-Mar-2003	1-Apr-2004	5 - Claim Paid In Full	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2004-038	Henderson	Neil	Jonathan Crinion	30-Oct-2003	31-Jul-2003	4-Aug-2011		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2005-058	Henderson	Neil	Carnitech et al	14-Dec-2004	13-Dec-2003	24-Aug-2006	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2005-060	Henderson	Neil	Prediwave Corporation	23-Dec-2004	30-Nov-2003	24-Aug-2006	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

CANADIAN LAWYERS LIABILITY ASSURANCE SOCIETY (CLLAS)

Open and Closed Claims Bordereau

As at December 31, 2016

LSUC

Firm: Fasken Martineau DuMoulin LLP

CLLAS Claim Number	Lawyer Last Name	First Name	Claimant	Report Date	Error Date	Date Closed	Disp. Code	Indemnity Pd (LS)	Legal Pd (LS)	Current Reserve (LS)	Incurred Liability (LS)	Indemnity Pd (CLLAS)	Legal Pd (CLLAS)	Reserves Indemnity (CLLAS)	Reserves Legal (CLLAS)	Incurred Liability (CLLAS)
2005-160	Higgins	Charles	RNC Gold Inc.	30-Mar-2005	17-Feb-2005	29-Jun-2007	6	\$0	\$17,289	\$0	\$17,289	\$0	\$0	\$0	\$0	\$0
2015-113	Hindi	Fida	Shashi and Raj Aggarwal	1-May-2015	10-Feb-2015			\$0	\$0	\$25,000	\$25,000	\$0	\$0	\$0	\$0	\$0
2002-023	Hoffstein	M. Elena	Leonard Hayward Holdings Ltd.	21-Aug-2001	1-Nov-2000	30-Jun-2003	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2007-166	Hoffstein	M. Elena	Beneficiaries of the Estate of Dennis Marsh	30-Jun-2007	20-Oct-2006	28-Aug-2008	11	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2013-113	Hoffstein	Maria Elena	Maury Chaykin Estate and Susannah Hoffman	30-Apr-2013	6-Dec-2005	13-May-2016	6	\$0	\$9,020	\$0	\$9,020	\$0	\$0	\$0	\$0	\$0
2015-018	Hoffstein	Maria Elena (Elena)	Virginia and Stuart Shanker	2-Sep-2014	30-Jan-2014	10-Dec-2015	4 - Claim Compromised	\$0	\$51,850	\$0	\$51,850	\$0	\$0	\$0	\$0	\$0
2015-120	Hoffstein	(Maria) Elena	Holland Bloorview Kids Rehabilitation Hosptial	14-May-2015	1-Aug-2010	29-Jan-2016	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2016-019	Hoffstein	M. Elena	Antoinette Larizza	4-Sep-2015	12-Sep-2012			\$0	\$28,252	\$26,137	\$54,389	\$0	\$0	\$0	\$0	\$0
2016-062	Hoffstein	M. Elena	Ellen Remai et al.	22-Dec-2015	8-Sep-2014			\$0	\$0	\$234,999	\$234,999	\$0	\$0	\$0	\$0	\$0
91-101	HOFFSTEIN	M. ELENA	ESTATE OF A.G. SIMPSON	13-May-1991	19-Mar-1990	1-Aug-1992	6	\$0	\$664	\$0	\$664	\$0	\$0	\$0	\$0	\$0
96-117	Hoffstein	M. Elena	Linda Gray	19-Jun-1996	1-Jan-1996	16-Aug-1996	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
95-130	Hoque	Nina	Bay Sports (Oshawa) (1992) Limted and Dean Avery	9-Jun-1995	15-May-1994	25-Oct-1995		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2000-111	Hough	John H.	Andrew H. Holliday et al	27-Apr-2000	1-Jan-1999	20-Jul-2000	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
93-153	HOUGH	JOHN H.	Mutual Trust Company	30-Jun-1993	31-Mar-1992	22-Feb-1996		\$0	\$12,392	\$0	\$12,392	\$0	\$0	\$0	\$0	\$0
95-109	Hourigan	C. William	The Mutual Life Assurance Company of Canada	31-Dec-1994	1-Sep-1994	30-Jun-1996	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2002-131	Huckle	Jack W.	Janice Crozier, Brooke Crozier, Katie Crozier	1-Mar-2002	30-Nov-2001	14-Oct-2004	6	\$0	\$952	\$0	\$952	\$0	\$0	\$0	\$0	\$0
92-079	HUCKLE	J.W.	INCUMBENT & CHURCH WARDENS	4-Feb-1992	1-Sep-1988	10-Mar-1994	6	\$0	\$4,440	\$0	\$4,440	\$0	\$0	\$0	\$0	\$0
93-155	HUCKLE	Jack W.	Larry D. Hughsam	30-Jun-1993	30-Jun-1990	31-Jan-1995	6	\$0	\$0	\$0	\$1,720	\$0	\$0	\$0	\$0	\$0
94-088	Huckle	Jack	Shirley Watt	18-Mar-1994	1-Aug-1988	25-Apr-1995	6	\$0	\$7,231	\$0	\$8,296	\$0	\$0	\$0	\$0	\$0
97-026	Huckle	J.	Canada Life Assurance/Hong Kong Bank Trust Co.	7-Oct-1996	1-Oct-1987	7-Jan-1999	6	\$0	\$47,025	\$0	\$47,025	\$0	\$0	\$0	\$0	\$0
96-020	Hunt/Burns	Douglas/Andr	Warren Revich	21-Aug-1995	31-Jul-1995	31-Dec-1995	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
96-004	Hurley	Patrick	Christel Francis Whillier	14-Jul-1995	1-Feb-1989	30-Jun-1996	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
91-049	HUTZEL	BENJAMIN J.	NIKLOS N. CSAK/BRIAN W. BOON	31-Jan-1991	30-Nov-1972	26-Sep-2002	6	\$0	\$20,919	\$0	\$20,919	\$0	\$0	\$0	\$0	\$0
2001-097	James	Belinda J.	Dealmakers of Canada Inc.	2-Apr-2001	2-Jan-1999	18-Jun-2001	6	\$0	\$946	\$0	\$946	\$0	\$0	\$0	\$0	\$0
2005-032	James	Belinda	Estate of Stephan Fylak	30-Sep-2004	30-Sep-1988	31-Dec-2006	5 - Claim Paid In Full	\$40,000	\$14,202	\$0	\$54,202	\$0	\$0	\$0	\$0	\$0
2005-061	James	Belinda	Hadrian Manufacturing Inc.	31-Dec-2004		29-Sep-2005		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
95-148	James	Belinda J.	The Great-West Life Assurance Company	1-Jun-1995	1-Apr-1994	12-Nov-1996	6	\$0	\$1,325	\$0	\$1,325	\$0	\$0	\$0	\$0	\$0
2013-098	Jarvis	Darrell	International Fleet Sales Inc.	15-Mar-2013	12-Jul-2010		0	\$0	\$26,989	\$204,560	\$231,549	\$0	\$0	\$0	\$0	\$0
2016-103B	Javier	Janice	Phoenix Precision Ltd. and 840501 Alberta Limited	15-Mar-2016	1-Jan-2016			\$0	\$0	\$10,000	\$10,000	\$0	\$0	\$0	\$0	\$0
2000-087	Jay	Brent	Ritchie A. Baird	1-Mar-2000	14-Feb-2000	8-Aug-2000	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
90-081	JOHNSTON	RICHARD E.	ALLAN EVERY REALTY/CITIBANK	30-Jun-1990	31-Oct-1987	13-Oct-1994	6	\$0	\$34,932	\$0	\$34,932	\$0	\$0	\$0	\$0	\$0
92-034	JOHNSTON	NIGEL	MWM HOLDINGS LTD. (including LTS Sales Ltd.)	31-Oct-1991	1-Dec-1985	1-May-1992	6	\$0	\$1,758	\$0	\$1,758	\$0	\$0	\$0	\$0	\$0
96-082	Johnston	Richard E.	Bansco & Co./Joy Brigham et al	5-Mar-1996	1-Oct-1992	29-May-1997	6	\$0	\$3,714	\$0	\$3,714	\$0	\$0	\$0	\$0	\$0
99-052	Johnston	Richard E.	Toronto Dominion Bank	14-Oct-1998	12-Aug-1993	31-Dec-2013	0	\$0	\$139,213	\$0	\$139,213	\$0	\$0	\$0	\$0	\$0
92-119	KAUFFMAN	JEFFREY	HELEN V. TERRY ET AL	24-Apr-1992		12-May-1992	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2001-024	Kaufman	Jeffrey	IMS Canada	16-Oct-2000	2-Sep-2000	23-Jan-2001	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2015-013	Kaufman	Jeffrey	AAD Investments/Robert Sansone	1-Aug-2014	2-Apr-2014	17-Dec-2014	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
94-076	KAUFMAN	JEFFREY	JOHN HILLIER	6-Oct-1993	1-Jun-1990	16-Feb-1995	6	\$0	\$0	\$0	\$1,314	\$0	\$0	\$0	\$0	\$0
95-026	Kaufman	Jeffrey	Teplitsky, Colson	12-Oct-1994	1-Jul-1994	5-Dec-1994	6	\$0	\$0	\$0	\$132	\$0	\$0	\$0	\$0	\$0
91-143	KELLING	BRYAN	MICHAEL PEPE	28-Jun-1991	1-Sep-1985	1-Dec-1991	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
92-164	KELLY	WILLIAM G.	GERALD HARRISON	30-Jun-1992	30-Jun-1972	21-Sep-1994	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
97-072	Kelly	D. George	Edsed Investments Limited	7-Mar-1997		31-Dec-2000	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2003-113	King	Paul	J. Darragh M. Elliott	14-Dec-1996	16-Dec-1991	30-Sep-2010	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2010-016	King	Paul R.	Koch Chemical Technology Company	3-Sep-2009	28-Nov-2008	13-Jan-2010	6	\$0	\$2,112	\$0	\$2,112	\$0	\$0	\$0	\$0	\$0
2010-017	King	Paul R.	Sun Media Corporation	3-Sep-2009	1-Dec-2008	6-Apr-2011	6	\$0	\$3,544	\$0	\$3,544	\$0	\$0	\$0	\$0	\$0

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2010-018	King	Paul R.	Alvest Realties (Ont.) Inc.	3-Sep-2009	7-Mar-2008	13-Oct-2010	6	\$0	\$5,131	\$0	\$5,131	\$0	\$0	\$0	\$0	\$0
91-009	KING	PAUL	ESTATE OF MARGARET MURPHY	1-Aug-1990	1-Dec-1988	30-Jun-1993	6	\$0	\$3,427	\$0	\$3,427	\$0	\$0	\$0	\$0	\$0
91-034	KING	PAUL R.	GURCHURAN ANAND	1-Dec-1990	1-Jun-1989	1-Dec-1992	6	\$0	\$7,044	\$0	\$7,044	\$0	\$0	\$0	\$0	\$0
94-063	KING	PAUL	CFS INDUSTRIES LTD.	30-Dec-1993	1-Nov-1993	8-May-1995	6	\$0	\$3,131	\$0	\$3,131	\$0	\$0	\$0	\$0	\$0
96-063	King	Paul	Darragh Elliott/Invstrs C&K Mortgage Services	14-Feb-1996	16-Dec-1991	30-Sep-2010	5 - Claim Paid In Full	\$225,000	\$398,539	\$0	\$623,539	\$0	\$0	\$0	\$0	\$0
2002-243	Kitamura	Arthur	Sharp Electronics of Canada Ltd.	28-Jun-2002	1-Jun-1992	19-Aug-2002	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
97-078	Knight	Kathryn L.	Mary Hammond (W. Hodgson brother has Power of Att)	27-Mar-1997	8-Dec-1994	22-Jul-1997	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
95-110	Kril	Mary-Anne	Marguerite A. Doris (Greg Cooper, Barrister)	16-Feb-1995	1-Jan-1988	4-Jan-1996		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2001-059	Kushnir	Lorri	David K. Lowry et al	11-Jan-2001	10-May-1990	28-May-2003	10	\$0	\$35,975	\$0	\$35,975	\$0	\$0	\$0	\$0	\$0
99-135	Kyer	C. Ian	Drums Inc.	21-Apr-1999	1-Dec-1998	24-Aug-1999	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2001-074	Laidlaw	Andrew B.	Toronto-Dominon Bank et al	8-Feb-2001	7-Nov-2000	31-Aug-2001	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
91-055	LAIDLAW	HEATHER	HARRISON FOODS LIMITED	10-Jan-1991	18-Nov-1987	1-Jan-1992	6	\$0	\$1,245	\$0	\$1,245	\$0	\$0	\$0	\$0	\$0
96-126	Laidlaw	Heather A.	Mutual Life Assurance Company of Canada	26-Jun-1996	1-Jun-1996	19-Aug-1996	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
98-077	Laidlaw	Heather A	Beverly Cline, Susan Fink-Friedman & Ruth Fink	1-Apr-1998	1-Jan-1995	24-Apr-1998	6	\$0	\$0	\$0	\$139	\$0	\$0	\$0	\$0	\$0
2007-016	Lancaster	Jonathan F.	The Wellesley Central Health Corporation	1-Aug-2006	30-Jul-2005	7-Apr-2010	6	\$0	\$92,568	\$0	\$92,568	\$0	\$0	\$0	\$0	\$0
99-136	Lancaster	Jonathan F.	R.V. Anderson Associates	31-Mar-1999	2-Dec-1998	17-Dec-1999	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2004-053	Law	Daniel R.	Robert Kernerman and York Mobile Homes Ltd.	26-Nov-2003	29-Dec-1997	6-Oct-2005	6	\$0	\$23,102	\$0	\$23,102	\$0	\$0	\$0	\$0	\$0
2008-095	Law	Daniel	Harry Birman et al	8-Feb-2008	9-Apr-2003	23-Dec-2009	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2011-058	Law	Daniel	Aldeasa Vancouver Ltd Partnership	1-Dec-2010	7-Nov-2006	31-Mar-2011	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2001-015	Lenkinski	Esther L.	Patricia Susan Wood	31-Aug-2000	31-Mar-2000	2-Feb-2001	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2002-114	Lenkinski	Esther L.	Wendy White	7-Feb-2002	3-Dec-2001	20-Aug-2002	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2003-122	Lenkinski	Esther L.	Renne Lynn Miller (nee Blackstien)	6-Mar-2003	2-Sep-1997	8-Feb-2008	8	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2013-091	Lenkinski	Esther Lilian	Lorraine Waldman	22-Feb-2013		0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
91-052	LENKINSKI	ESTHER L.	HARVEY GRENN	1-Jan-1991	1-Apr-1989	24-Sep-1991	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
97-094	Lenkinski	Esther L.	Rosa Rita Parker (Counsel: Miller,Miller & Maltby)	20-May-1997	7-Sep-1990	24-Mar-1998	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
92-161	LEON	JEFFREY S.	HARRY SOLOMON	30-Jun-1992	31-Dec-1988	30-Jun-1996	5 - Claim Paid In Full	\$61,682	\$6,515	\$0	\$70,620	\$0	\$0	\$0	\$0	\$0
93-150	LEONARD	E. BRUCE	Douglas McLeod - Queen's Landing	30-Jun-1993	31-May-1992	30-Jun-1994	6	\$0	\$0	\$0	\$1,194	\$0	\$0	\$0	\$0	\$0
2002-096	Levin	Jonathan A.	Trustee in Bankruptcy of Devcor Investment Corp.	2-Jan-2002	1-Dec-1994	3-Jun-2002		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
99-085	Levin	Jon	William Curry (+18 others)/Meadowcroft London Ltd	12-Mar-1999	20-Jul-1998	28-May-1999	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2003-098	Levine	Sara	Cornerstone Estates (Rudy Mulder - principal)	10-Jan-2003	22-Dec-2002	1-Oct-2003	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
95-157	Lorito	John	Hohner Inc.	27-Sep-1995	15-Jan-1995	4-Jan-1996		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
93-038	MacKENZIE	GAVIN	R. Gary Robinson and Grace McDevitt	2-Dec-1992	1-Apr-1986	13-Jan-1994	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
92-150	MacNAUGHTON	MICHAEL J.	ALLIED GROUP INC./BESSIN	30-Jun-1992	30-Jun-1991	15-Mar-1995	6	\$0	\$0	\$0	\$2,627	\$0	\$0	\$0	\$0	\$0
2013-001	Mantas	Peter N.	Spiral Inc and Spiral Aviation Corp.	10-Jul-2012	3-Jul-2012	12-Jul-2012	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2008-017	Marcuzzi	Lisa M.	Shlomo Scheinback, Rocky Investment Holdings et a	16-Aug-2007	15-Nov-2006	28-Aug-2007		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2009-122	Marcuzzi	Lisa M.	Virco Pharmaceuticals (Canada) Co. ("Virco")	24-Mar-2009	16-Jul-2006	10-Apr-2014	5 - Claim Paid In Full	\$80,000	\$48,354	\$0	\$128,354	\$0	\$0	\$0	\$0	\$0
2012-010	Marcuzzi	Lisa	Shel-Lorne Holdings Inc./Encore Sales	28-Jul-2011	14-Aug-2009	28-Aug-2012	10	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
95-044	Maritsugu	David	Guy & Gilbert and/or Marc Paquet	21-Nov-1994	1-Aug-1994	26-Sep-1995	6	\$0	\$576	\$0	\$576	\$0	\$0	\$0	\$0	\$0
2002-049	Martin	Paul J.	Betty Carr	5-Oct-2001	15-Feb-1997	17-Apr-2002	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2003-131	Martin	Paul	Antonio Commisso	12-Mar-2003	20-Oct-2000	31-Dec-2004	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
90-107	MARTIN	PAUL	James Poland	27-Feb-1990	31-Jan-1990	26-Aug-1998	6	\$0	\$9,715	\$0	\$9,715	\$0	\$0	\$0	\$0	\$0
2005-053	McAleer	Jennifer	Canadian Pacific Railway	17-Nov-2004	10-Feb-2004	24-Aug-2005	2 - Claim Dismissed	\$5,000	\$0	\$0	\$5,000	\$0	\$0	\$0	\$0	\$0
2010-145	McAleer	Jennifer	Glen Day	22-Apr-2010	7-Apr-2008	4-Dec-2012	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2013-114	McAleer	Jennifer	DCR Strategies	30-Apr-2013		21-Aug-2014	6	\$0	\$141	\$0	\$141	\$0	\$0	\$0	\$0	\$0
2015-109	McAleer	Jennifer M.	1104783 Ontario Inc.	20-Apr-2015	2-Jan-2010	10-Sep-2015	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

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92-163	McARDLE	WAYNE P.J.	CANADA TRUSTCO MORTGAGE CORP.	29-Jun-1992	1-Jul-1984	30-Apr-1993 6		\$0	\$541	\$0	\$541	\$0	\$0	\$0	\$0	\$0
2009-032	McCloskey	Ronald	Barry Goldman	9-Oct-2008		11-Mar-2015 6		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
91-033	McCLOSKEY	RONALD J.	SUSAN MALLON	1-Nov-1990	1-Jul-1990	1-Dec-1992 6		\$0	\$1,379	\$0	\$1,379	\$0	\$0	\$0	\$0	\$0
91-136	McCORMICK	ROXANNE E.	ZENON ENVIRONMENTAL INC.	28-Jun-1991	1-Jan-1991	20-Oct-1992 6		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
95-134	McCormick	Roxanne E.	Shareholders of CUC Broadcasting Limited and CUC I	7-Jun-1995	4-May-1995	4-Oct-1995 6		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
97-081	McCormick	Roxanne	Organic Resource Mgt. Inc./Charles Buehler	3-Apr-1997	30-Oct-1992	16-Jun-1997 6		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
99-149	McCormick	Roxanne E.	Diane Urquhart/Galaxy Cptial	31-Mar-1999	9-Mar-1999	21-May-1999 6		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
94-153	McCutcheon	Grant	H. Hylton/T. Sheppard	29-Jun-1994	1-Apr-1992	8-Nov-1994 6		\$0	\$0	\$0	\$1,456	\$0	\$0	\$0	\$0	\$0
2000-066	McKinnon	Kelley	James & Boyden (law firm)	4-Jan-2000	12-Jan-1998	30-Jun-2000 6		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2002-237	McKinnon	Kelley	Russell Bajurny	27-Jun-2002	19-Feb-2001	29-Jan-2003 6		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
91-079	McKINNON	KELLEY M.	VYNCKE WARMTECHNIEK N.V.	7-Mar-1991	22-Jan-1991	1-Dec-1992 6		\$0	\$991	\$0	\$991	\$0	\$0	\$0	\$0	\$0
95-059	McPhail/Law	John D.	Richard Rutherford and Kidcare Holdings Inc	17-Nov-1994	1-Jun-1993	28-May-1997 6		\$0	\$50,781	\$0	\$50,781	\$0	\$0	\$0	\$0	\$0
2002-197	Menzel	David	Estate of Elaine Mitchell	24-Jun-2002	6-May-2002	16-Jan-2003 6		\$0	\$3,081	\$0	\$3,081	\$0	\$0	\$0	\$0	\$0
93-041	MENZEL	DAVID G.C.	Dejour Mines Ltd.	31-Dec-1992	30-Nov-1990	17-Oct-1995 6		\$0	\$12,570	\$0	\$12,570	\$0	\$0	\$0	\$0	\$0
97-104	Menzel	David C.	Arbor Memorial Services Inc.	16-May-1997	28-Jan-1997	3-Sep-1997 6		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2011-138	Milner/Gouthro	Donald/ Elizabeth	The Natural Power Consultants Ltd./Murgitroyd & Co	18-Mar-2011	21-Sep-2009	31-Mar-2011		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2004-034	Morin	John T.	Plaza Pontiac Buick Limited	20-Oct-2003	27-Jun-2003	31-Dec-2003 6		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
91-146	MORIN	JOHN T.	BAHAUS DESIGNS CANADA LTD. ET AL	24-Jun-1991	18-Dec-1990	1-Jan-1992 6		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2000-081	Morlock	Kenneth C.	Bobst Canada Inc.	11-Feb-2000	28-Jan-2000	30-Jun-2000 6		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2010-155	Nahm	Tai W.	RIM (Research in Motion) Limited	13-May-2010	26-Feb-2010	7-Jul-2010 6		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2003-130	Noiseux-Lesc	Louis-Raphae	Marie Helena Barbosa	7-Mar-2003	6-Dec-2003	31-Mar-2003 6		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
91-144	NORRIS	NEIL T.	MARC-LU HOLDINGS	28-Jun-1991	1-Mar-1989	1-Jun-1991 6		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
92-036	NORRIS	NEIL T.	NORTH WEST TRUST COMPANY	30-Nov-1991	30-Nov-1990	3-Dec-1997 5 - Claim Paid In Full		\$682,700	\$264,467	\$0	\$1,000,000	\$4,707,760	\$84,858	\$0	\$0	\$4,792,618
94-157	Norris	Neil	C. Nell & S. Ferderber	29-Jun-1994	1-Jun-1988	29-Sep-1995 6		\$0	\$0	\$0	\$1,132	\$0	\$0	\$0	\$0	\$0
2017-066	Nunes	Andrew	Handybook	8-Dec-2016	29-Jun-2016			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
92-033	OTVOS	MARY	ROBERT RADCLIFFE	31-Dec-1991	30-Jun-1991	21-Sep-1994 7		\$22,000	\$14,105	\$0	\$38,408	\$0	\$0	\$0	\$0	\$0
92-086	OTVOS	MARY	SURREY PLAZA LIMITED ET AL	14-Feb-1992	17-Jul-1990	1-Dec-1992 6		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2002-242	Palmer	Walter	Fantom Technologies Inc.	28-Jun-2002	1-Jun-2002	19-Aug-2002 6		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
96-086	Passi	Edward	John Armour (Morris Cooper Counsel)	20-Sep-1995	1-Sep-1992	30-Jun-2000 5 - Claim Paid In Full		\$34,357	\$28,172	\$0	\$66,003	\$0	\$0	\$0	\$0	\$0
2006-142	Pratt	Tracy A.	Ilias Kaperonis	10-May-2006	9-May-2006	30-Sep-2006 6		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2014-048	Ranking	Gerald L.R.	Donald Best	26-Nov-2013	17-Nov-2009	30-Jun-2016 6		\$0	\$26,584	\$0	\$26,584	\$0	\$0	\$0	\$0	\$0
2012-022	Rapuch	Rubin	Zyngui Haixi Corp re CIBC World Markets Inc.	1-Sep-2011	21-Dec-2009	10-Sep-2013 6		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2000-116	Richardson	Mark A.	Day & Ross Inc.	26-Apr-2000	13-Nov-1998	22-Dec-2000 6		\$0	\$112	\$0	\$112	\$0	\$0	\$0	\$0	\$0
92-098	RICHARDSON	MARK A.	EXTENDICARE HEALTH SERVICES INC.	4-Mar-1992	10-Jan-1988	1-Sep-1992 6		\$0	\$2,902	\$0	\$2,902	\$0	\$0	\$0	\$0	\$0
2009-202	Risk	Stephen T.P.	Elizabeth Fairley/Hendrick Warner	13-Mar-2009		2-Jun-2010 3 - Coverage Denied		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
90-083	RISK	STEPHEN T.P.	SANDBURY BUILDING CORPORATION	15-Jun-1990	15-Nov-1988	1-Dec-1990 6		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
91-065	RISK	STEPHEN	WALLIS DEVELOPMENT CANADA LTD.	11-Feb-1991	1-Jun-1989	1-Jun-1991 6		\$0	\$428	\$0	\$428	\$0	\$0	\$0	\$0	\$0
2010-154	Robertson	David Douglas	Interpaving Limited	7-May-2010		3-Jun-2010 6		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
93-095	ROBERTSON	RONALD	NEW INVESTORS COMMTEE of MATER's MORTGAGERS	31-May-1993	28-Feb-1993	4-Jun-1999 6		\$0	\$11,838	\$0	\$11,838	\$0	\$0	\$0	\$0	\$0
91-038	ROBINSON	J. MICHAEL	SKANDINAVISK ENSKILDA BANKEN (SWEDISH BANKS)	1-Nov-1990	1-May-1988	31-May-1993 6		\$0	\$980	\$0	\$980	\$0	\$0	\$0	\$0	\$0
95-159	Robinson	J. Michael	Gary Strickler and Sherbank Marketing Services Inc	30-Jun-1995	1-Jan-1994	1-Apr-1996		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
98-089	Robinson,QC	J. Michael	Max Isaac	20-Apr-1998	1-Jan-1998	31-Aug-1998 6		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
92-141	ROLLS	RONALD J.	HINKIN/HEDLEY/CHESTNUTT	30-Jun-1992	28-Feb-1992	9-Feb-1995 6		\$0	\$57,764	\$0	\$59,861	\$0	\$0	\$0	\$0	\$0
2003-079	Rosenbaum	David C.	CitiCapital Limited	12-Dec-2002	1-Nov-2002	31-Dec-2008		\$0	\$28,516	\$0	\$28,516	\$0	\$0	\$0	\$0	\$0
2006-193	Rosenbaum	David C.	Juch-Tech Inc.	30-Jun-2006	7-Jun-2005	31-Oct-2006 6		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

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2008-091	Rosenbaum	David C.	Dr. Sanheev Kaila and BWSC Holdings Inc.	16-Jan-2008		6-Jun-2008	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2009-042	Rosenbaum	David C.	iTrade Finance Holdings Inc.	22-Oct-2008	1-Oct-2007	30-Jun-2009		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
91-135	ROSENBAUM	DAVID C.	NICOLE VILELA ET AT	13-Jun-1991	1-Oct-1990	1-Jun-1992	6	\$0	\$776	\$0	\$776	\$0	\$0	\$0	\$0	\$0
99-004	Rosenbaum	David C.	Various	15-Jul-1998	24-Jun-1998	30-Sep-1998	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2008-053	Rosenhek	Steven F.	Canadian Pacific Railway Company	27-Nov-2007		14-Dec-2007	11	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2008-094	Rosenhek	Steven	Canadian Pacific Railway Company	21-Jan-2008	4-Dec-2007	30-Jun-2009		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2009-052	Rosenhek	Steven	Class Action Purchasers of High Fructose Corn Syr.	17-Nov-2008	16-Oct-2008	15-Apr-2009	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2008-193	Round	Michael J.W.	Mr. Jethwani and Investment Recovery Group	8-Dec-2009		31-Mar-2010	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2010-136	Round	Michael J.W.	Investment Recovery Group (IRG)/Mr. Jethwani	12-Sep-2009	1-Jan-2009	11-Jan-2011	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2013-015	Round	Michael	Tom Falus	22-Aug-2012	17-May-2012	13-Sep-2012	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2000-115	Roy	Peter L.	Terrence D. Coughlan et al	3-May-2000	1-Jul-1991	14-Nov-2001	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2002-236	Roy	Peter L.	Kathryn L. Knight	28-Jun-2002	17-Jan-1999	13-May-2009		\$600,000	\$250,000	\$0	\$850,000	\$0	\$8,773	\$0	\$0	\$8,773
99-097	Ruby	Stephen	UniHost Corporation	8-Jun-1999	1-Apr-1998	24-Aug-2001	6	\$0	\$6,877	\$0	\$6,877	\$0	\$0	\$0	\$0	\$0
90-089	SALOMON	DAVID	OLIVETTI CANADA LIMITED	1-Jun-1990	1-Jan-1989	1-Feb-1992	6	\$0	\$996	\$0	\$996	\$0	\$0	\$0	\$0	\$0
2002-238	Salvatore	Bruce	Metcap Financial Corporation	27-Jun-2002	1-May-2002	25-Jul-2002	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
90-079	SALVATORE	BRUCE	STADIUM CORPORATION OF ONTARIO LTD	15-Jun-1990	1-Jan-1988	10-Jan-1994	6	\$0	\$0	\$0	\$769	\$0	\$0	\$0	\$0	\$0
92-140	SALVATORE	BRUCE	MILLER'S COUNTRY FARE RESTAURANTS LIMITED	27-May-1992	1-Dec-1986	22-Feb-1994	6	\$0	\$3,383	\$0	\$3,383	\$0	\$0	\$0	\$0	\$0
94-120	Salvatore	Bruce	Royal Trust Corp.	12-May-1994	1-May-1991	13-Mar-1995	6	\$0	\$3,808	\$0	\$3,808	\$0	\$0	\$0	\$0	\$0
2004-186	Schwartz	Alan M.	Kagan Zucker Feldbloom Shastri/Cda Trust Co.	16-Jun-2004	15-Feb-1998	7-Apr-2005	5 - Claim Paid In Full	\$0	\$8,289	\$0	\$8,289	\$0	\$0	\$0	\$0	\$0
2005-125	Schwartz	Alan	CHUM Limited	10-Feb-2005	1-Dec-2004	12-Jan-2007	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2008-016	Schwartz	Alan M.	CHUM Ltd (CTV Globemedia)	20-Aug-2007	18-Jun-2007	31-Dec-2008		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2013-039	Schwartz	Alan M.	Andrew McCain	2-Nov-2012	3-Jun-2003	11-Mar-2014	2 - Claim Dismissed	\$0	\$16,687	\$0	\$16,687	\$0	\$0	\$0	\$0	\$0
2013-052	Schwartz	Alan M.	Elizabeth Apold re the McBeth Trust	6-Dec-2012	3-Jun-1993	11-Mar-2014	2 - Claim Dismissed	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2013-054	Schwartz	Alan M.	Mary McCain re the Mary McFamily Trust	10-Dec-2012	3-Jun-2003	11-Mar-2014	2 - Claim Dismissed	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
91-138	SCHWARTZ	ALAN	BERNARD SCHWARTZ	28-Jun-1991	1-Feb-1988	1-Sep-1992	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
94-124	Schwartz	Alan M.	Cda Trust, TD Bank, CIBC et al	30-May-1994	9-Nov-1989	15-Jul-2002	6	\$0	\$10,211	\$0	\$10,211	\$0	\$0	\$0	\$0	\$0
94-125	Schwartz	Alan M.	TD Bank et al	30-May-1994	31-Jan-1990	15-Jul-2002	6	\$0	\$9,976	\$0	\$9,976	\$0	\$0	\$0	\$0	\$0
91-036	SCOTT	DOUGLAS R.	RICHARD C. FLEMING/TESKEY CONSTRUTION	1-Nov-1990	1-Jul-1989	1-Jun-1992	4 - Claim Compromised	\$0	\$43,594	\$0	\$43,594	\$0	\$0	\$0	\$0	\$0
2012-125	Seidl/Stinson	Marina/John Mark	LCIL Ltd. and CCIL Ltd.	15-Mar-2012		7-May-2012	2 - Claim Dismissed	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2000-128	Sells	Berkley D.	The Fairways Guelph Inc.	30-May-2000	11-Jan-2000	4-Jul-2000	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2009-194	Sells	Berkley D.	Thales Canada Inc.	30-Jun-2009	30-Apr-2009	27-Aug-2009	2 - Claim Dismissed	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2011-157	Sells	Berkley D.	Grip Limited	11-Apr-2011	1-Apr-2011	29-Jun-2011	2 - Claim Dismissed	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
No Reportings	Sells	Berkley D.	Global Learning Gifting Initiative	30-Jan-2017				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
97-123	Sheiner	Janice	Carlo Barranca/A. Demaria/R. Salvatori/J. Barranca	26-Jun-1997	30-Nov-1989	14-Apr-2003	2 - Claim Dismissed	\$0	\$154,995	\$0	\$154,995	\$0	\$0	\$0	\$0	\$0
91-053	SHIRRIFF	ROBERT L.	STADIUM CORPORATION OF ONTARIO	1-Jan-1991	1-Aug-1986	7-Dec-1991	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
93-042	SHIRRIFF	ROBERT L.	STADIUM CORPORATION OF ONTARIO	4-Dec-1992	2-Dec-1986	31-May-1993	6	\$0	\$3,165	\$0	\$3,165	\$0	\$0	\$0	\$0	\$0
2001-135	Short	Donald	Ledcor Industries Limited and related companies	4-Jun-2001	4-Jun-2001	19-Jun-2001	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2003-031	Short	Donald E.	Integris Metals Ltd.	2-Oct-2002	8-Jan-2002	28-Apr-2003	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2003-163	Short	Donald	Ms. Young Park	28-Apr-2003	22-Nov-2002	12-Jan-2004	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2004-127	Short	Donald	Tony Calabrese o/a Am-Pro Sports	15-Mar-2004	13-Sep-2002	14-Oct-2004	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2014-059	Smiley	Neil M.	MTCC 713 (Metropolitan Toronto Condominium Corp	18-Dec-2013	26-Oct-2004	1-May-2014	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
96-083	Smiley	Neil M.	Paul and George Hartman	1-Apr-1996	1-Dec-1992	17-Mar-1997	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2000-054	Smitheman	Neal J.	Roger Sherwin	8-Dec-1999	21-May-1991	31-Mar-2000	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2008-126	Smitheman	Neal J.	Marshel Cohen	16-Apr-2008	31-Dec-2004	9-Dec-2013	5 - Claim Paid In Full	\$700,000	\$300,000	\$0	\$1,000,000	\$0	\$0	\$0	\$0	\$0
2009-053	Smitheman	Neil J.	Marshel Cohen (The Plan Group)	13-Nov-2008	12-Dec-2005	9-Dec-2013	5 - Claim Paid In Full	\$660,000	\$0	\$0	\$660,000	\$350,000	\$0	\$0	\$0	\$350,000

Law Pro file 16E-0493

CANADIAN LAWYERS LIABILITY ASSURANCE SOCIETY (CLLAS)  
Open and Closed Claims Bordereau  
As at December 31, 2016  
LSUC

Firm: Fasken Martineau DuMoulin LLP

CLLAS Claim Number	Lawyer Last Name	First Name	Claimant	Report Date	Error Date	Date Closed	Disp. Code	Indemnity Pd (LS)	Legal Pd (LS)	Current Reserve (LS)	Incurred Liability (LS)	Indemnity Pd (CLLAS)	Legal Pd (CLLAS)	Reserves Indemnity (CLLAS)	Reserves Legal (CLLAS)	Incurred Liability (CLLAS)
2016-102	Smitheman	Neal	Solid Gold Resources Corp.	14-Mar-2016	7-Nov-2011	11-Jul-2016	6	\$0	\$3,105	\$0	\$3,105	\$0	\$0	\$0	\$0	\$0
2000-007	Smolkin	Robert E.	Philp Wellington Properties Limited	12-Aug-1999	3-Mar-1999	29-Sep-2000	6	\$0	\$9,325	\$0	\$9,325	\$0	\$0	\$0	\$0	\$0
95-154	Smolkin	Robert E.	The Imperial Life Assurance Company	29-Jun-1995	1-Oct-1988	8-Dec-1997	6	\$0	\$2,251	\$0	\$2,251	\$0	\$0	\$0	\$0	\$0
98-080	Smolkin	Robert E.	Halbury Properties Ltd.	6-Apr-1998	30-May-1997	15-Sep-1999	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2004-134	Spring-	Colleen	Ken Stapleton and/or Arrow Int'l Inc.	16-Mar-2004	31-Jul-2004	21-Aug-2009	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
96-085	Staley	Rob	Guisepppe Polano	28-Mar-1996	27-May-1993	5-Dec-1996	6	\$0	\$4,284	\$0	\$4,284	\$0	\$0	\$0	\$0	\$0
91-064	STEADMAN	DONALD J.	HARRY A. DREW	1-Feb-1991	1-May-1988	1-Sep-1991	6	\$0	\$728	\$0	\$728	\$0	\$0	\$0	\$0	\$0
2012-123	Stevens	Sean	Upper Lakes Group Inc.	14-Mar-2012	1-Jan-2005	29-Aug-2012	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
94-092	Stinson	John	CSABA REIDER	8-Mar-1994	1-Apr-1987	24-Dec-2002	2 - Claim Dismissed	\$0	\$203,287	\$0	\$203,287	\$0	\$0	\$0	\$0	\$0
94-154	Stinson	John Mark	Bakorp Management Ltd.	29-Jun-1994	1-Apr-1988	4-Jul-1997	6	\$0	\$14,851	\$0	\$16,494	\$0	\$0	\$0	\$0	\$0
95-095	STINSON	JOHN M.	Mark Benadiba	16-Mar-1995	1-Jan-1988	27-Feb-1997	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
97-060	Stinson	John M.	Price Waterhouse Ltd./Trustee of Estate of E. Broo	30-Jan-1997	1-Oct-1995	3-Jan-2001	5 - Claim Paid In Full	\$50,000	\$120,007	\$0	\$170,007	\$0	\$0	\$0	\$0	\$0
97-076	Stinson	David G.	Julsta Investments Ltd./Sam Stabile/Robert Saroli	31-Mar-1997	31-Mar-1992	31-Oct-1997	6	\$0	\$0	\$0	\$694	\$0	\$0	\$0	\$0	\$0
99-148	Strasler	Pandora D.	Seradex Scientific Inc.	12-Apr-1999	12-Jan-1998	27-Oct-1999	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
92-007	STRATHY	GEORGE R.	GULF CANADA LIMITED	1-Aug-1991	1-Jun-1991	1-Sep-1991	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
92-082	STRATHY	GEORGE R.	THOMAS BAKER / 7-UP	31-Jan-1992	31-Oct-1989	23-Jan-2001	6	\$0	\$94,706	\$0	\$94,706	\$0	\$0	\$0	\$0	\$0
91-139	SUTHERLAND	ROBERT M.	SPEEDY MUFFLER KING INC. ET AL	28-Jun-1991	20-Sep-1989	1-Jun-1992	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2004-123	Szweras	Adam K.	George Marchi et al	11-Mar-2004	1-Feb-2002	12-Oct-2005	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
92-050	T.B.A.	T.B.A.	TRITEN CORPORATION	1-Dec-1991	1-Sep-1990	1-Jun-1992	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2006-112	Thaw	Mitchell	Electrovaya/Dr. James Jacobs and Dr. Gas Gupta	21-Mar-2006		23-Feb-2007	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2002-024	Thomson	Claude R.	Robert McCarthy	23-Aug-2001	26-Aug-1990		0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2010-115	Thomson	Claude	Marcia-Joy Sandra Evans (nee Rothstein)	5-Mar-2010		11-May-2010	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
97-073	Thomson	Claude R.	Plaintiffs in actn agst Thorne Riddell(Crysdale)	11-Mar-1997	1-Jan-1997	31-Jul-1997	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
92-162	THORNTON	ROBERT	HONGKONG BANK OF CANADA	25-Jun-1992	1-Oct-1991	31-Dec-1992	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
95-137	Tory	E.A.	Robert J. Cook and RJB Cook Investments Inc.	22-Jun-1995	1-Jul-1990	12-May-1998	5 - Claim Paid In Full	\$0	\$0	\$0	\$703	\$0	\$0	\$0	\$0	\$0
2008-041	Toth	Charles A.	PolyOne Canada Inc.	5-Nov-2007	15-Oct-2007	15-Feb-2008	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
96-002	TURRIN	LIANA	Famous Players Development Corp. Ltd and Bedford H	13-Jul-1995	1-May-1990	28-Oct-1997	6	\$0	\$20,283	\$0	\$22,353	\$0	\$0	\$0	\$0	\$0
97-082	Vair	Peter W.	Norman Glick/Glenex Industries	3-Apr-1997	1-Apr-1996	30-Nov-1999	6	\$0	\$0	\$0	\$841	\$0	\$0	\$0	\$0	\$0
98-127	Vair	Peter	Dicomit Ltd. Partnership et al	30-Jun-1998		23-Sep-1998	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2016-146	VanDuzer	J. Anthony	Lisa Niblett	27-May-2016	15-Sep-1987			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2004-042	Vincent	David	Rio Algom Limited	12-Nov-2003	1-Jan-2003	7-Jan-2004	6	\$0	\$3,135	\$0	\$3,135	\$0	\$0	\$0	\$0	\$0
92-018	WALKER	RONALD J.	MICHAEL HORNER AND PETER CORRIGAN	2-Oct-1991	22-Jan-1991	1-Jun-1992	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
97-032	Walker	Ronald J.	Lori Blundon/Mercer Benson Myles	28-Oct-1996	21-Sep-1994	29-May-1997	6	\$0	\$1,471	\$0	\$1,471	\$0	\$0	\$0	\$0	\$0
92-113	WARSHAWSKI	JAMES E.	MICHAEL BAIN/BARILL DEVELOPMENT COMPANY LTD.	6-Apr-1992	1-Dec-1977	31-Oct-2007	15	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2016-038	Weigl	Corina	James A. Grierson Estate	30-Oct-2015	16-Sep-2015	30-Jun-2016	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
90-082	WEPPLER	JOAN M.H.	CANSULT GROUP LIMITED	15-Jun-1990	1-Mar-1990	1-Dec-1992	6	\$0	\$1,518	\$0	\$1,518	\$0	\$0	\$0	\$0	\$0
2006-015	Wiley	Catherine M.	Sally Isaacs/Estate of Han Fonged Nip	25-Aug-2005	3-Aug-2005	30-Sep-2005	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2009-043	Wiley	Catherine	Natalie Hajek	23-Oct-2008	27-Mar-2007	30-Jun-2009		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2008-103	Willems	Melisse	Canadian Pacific Railway Company	18-Feb-2008	26-Feb-2007	24-Feb-2009	6	\$0	\$1,433	\$0	\$1,433	\$0	\$0	\$0	\$0	\$0
2011-114	Willems	Melisse	Canadian Pacific Railway Company	18-Feb-2011		3-Jan-2012	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2002-115	Wolfenden	Philip	Worldwide Flight Services Inc.	7-Feb-2002	5-Nov-2001	21-Jun-2002		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2001-085	Zimmerman	Colleen	Morland Foods Inc.	27-Feb-2001	9-Aug-1999	22-Mar-2001	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0



QUEBEC 2017

9. Please show the firm's practice split by indicating the approximate percentage of billings for the following areas of law:

	<u>This Year</u>	<u>Last Year</u>
a) Corporate and Commercial Law	_____ %	30.1 %
b) Criminal Law	_____ %	0.0 %
c) Family Law	_____ %	0.0 %
d) Intellectual Property	_____ %	0.0 %
e) Labour Law	_____ %	13.1 %
f) Litigation	_____ %	24.4 %
g) Real Estate	_____ %	9.0 %
h) Securities Law	_____ %	7.3 %
i) Tax Matters	_____ %	3.5 %
j) Wills, Estates, Trust	_____ %	1.2 %
k) Other (please specify)	_____ %	5.4 %

10. Have any of the lawyers or non-lawyer consultants listed in Appendices B and C or former lawyers or former non-lawyer consultants of the Firm been the subject of disciplinary proceedings, suspended or disbarred from practice since the date of the Firm's most recent CLLAS application? ☒ yes ☐ no

If "yes", please provide full details:

See Annex "A" attached

11. Attached as Appendix D is a description of the "Associated Firms" and "Umbrella Firms" which are identified in the Associated Firm Endorsement (Endorsement No. 1) of the current CLLAS Primary Policy. Please verify, update where appropriate and advise CLLAS of any anticipated changes.
12. Canadian law society programs may restrict coverage if Professional Services are provided outside of Canada or if the Professional Services relate to non-Canadian law. The CLLAS Primary Policy also excludes coverage for lawyers providing Professional Services from a U.S. office as well as the practice of non-Canadian law. Please provide details of such services in Appendix E.
13. Attached as Appendix F is a schedule of claims and notices which have been given to the applicable law society and CLLAS as of December 31, 2016. Please verify and provide any changes in status. All known claims or notices that are not on the schedule, including those reported to any underlying insurance carrier, should be reported up to the date of this application. However, updates thus reported are not considered official notice of claim to CLLAS.

If applicable, CLLAS will also require an update on claims of your predecessor firms which were reported prior to any merger which are paid or currently reserved excess of \$500,000.

Note: Details required on all claims or notices are: name of lawyer, name of claimant, date claim reported, error date, date claim closed (if applicable), a brief description of the claim, including damages sought, amount paid (legal & indemnity) and amount reserved (legal & indemnity).

CLLAS 2017-18  
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ANNEX TO QUESTION 10

*10. Have any of the lawyers or non-lawyer consultants listed in Appendices B and C or former lawyers or former non-lawyer consultants of the Firm been the subject of disciplinary proceedings, suspended or disbarred from practice since the date of the Firm's most recent CLLAS application? x yes ☐ no*

1) Further to a decision by the Syndic not to file disciplinary proceedings, Laboratoire Standa filed a private disciplinary complaint (related to the file previously disclosed as 2010-083) against former firm lawyers Me Karine Joizil, Me Jean-François Séguin, Me Louis Séguin and current lawyer Me Diane Bertrand. A decision was rendered dismissing the complaint on July 20, 2016.

2) A disciplinary complaint was filed by Me Brian Noonan against former lawyer Me Mathieu Comeau further to the facts related to the file previously reported in 2008 and subsequently settled (CLLAS#2008-141). A hearing on the disciplinary complaint was scheduled in April 2014 at which time Me Comeau pled guilty to having not acted with moderation in the course of an oral argument. On August 24, 2016, the Disciplinary Counsel of the Bar of Quebec imposed a fine of \$4,000 on Me Comeau.

A handwritten signature in black ink, appearing to be 'JL' or similar, with a long horizontal stroke extending to the right.

AMENDED APPENDIX B  
ACTIVE MEMBERS OF THE FIRM AS OF MARCH 1, 2017

Name of Firm: Fasken Martineau DuMoulin LLP

	CANADA				OUTSIDE OF CANADA <sup>/5</sup>		
	<u>B.C.</u>	<u>Alberta</u>	<u>Ontario</u>	<u>Quebec</u>	<u>Other Provinces</u> (Please specify)	<u>U.S.</u>	<u>Other</u> <u>Locations</u>
a) No. of Lawyers <sup>/1</sup>				210			
b) No. of Patent & Trademark Agents <sup>/2</sup>				6			
c) No. of Non-lawyer Consultants <sup>/3</sup>				18			
d) No. of Paralegals				25			
e) No. of Other Employees				271			
f) No. of lawyers who are not employees of the Firm who, directly or indirectly, provide services to professional corporations which are partners of the Firm <sup>/4</sup>				5			

<sup>/1</sup> Including partners, employed lawyers, counsels/of counsels and lawyer consultants.

<sup>/2</sup> These are not lawyers.

<sup>/3</sup> Please complete Appendix C if individuals are reported under this category.

<sup>/4</sup> Lawyers reported here should not be included under a). (See note at Question 8.f) of the application.)

<sup>/5</sup> Please complete Question 3 of Appendix E to provide further information on lawyers reported under these columns.

*Please attach a list of the lawyers reported under a) above, showing in each case his/her full name, date of call, date joined the Firm and, if applicable, date became partner.*

*Please attach a list of the names of the individuals reported under f) above, together with the names of the professional corporations to which they provide services.*

*If underlying insurance is purchased outside any Canadian mandatory law society program for lawyers, please provide full details under Appendix E, Question 4.*

If members of the Firm, either alone or with others, engage in the conduct of any profession or business other than the practice of law (e.g. financial management, mortgage brokering or other consulting; underwriting or brokering of securities or investment banking activities; real estate appraisal; actuarial analysis) either directly or indirectly as an agent, employee or partner of any organization, please give full particulars.

**APPENDIX "B"**  
**CLAS 2017-2018**  
**AMENDED LIST OF LAWYERS**  
**AS OF MARCH 9th, 2017**

LOCATION	EMPLOYEE I.D.	LAST NAME	FIRST NAME	HIRING DATE	APPENDIX B	STATUS	TITLE	WORK STATUS	YEAR OF CALL QUEBEC BAR	APPENDIX C	CLAS Hiring Date Lawyer (m/d/y)	CLAS Partnership Regular (m/d/y)	CLAS Partnership Equity (m/d/y)
MONTREAL	19981	Aguilar Perez	Romeo	2014-03-31	Lawyer	Associate	Lawyer/Associate	PTPLEIN	2016-07-28	N/A	7-28-2016		
MONTREAL	20039	Altankova	Margarita	2014-05-26	Lawyer	Associate	Lawyer/Associate	PTPLEIN	2014-12-18	N/A	12-18-2014		
MONTREAL	20199	Ang	Ponora	2014-11-24	Lawyer	Regular Partner	Lawyer/Regular Partner	PTPLEIN	2006-07-28	N/A	11-24-2014	2-1-2017	
MONTREAL	10015	Archambault	Chloé	2002-07-15	Lawyer	Regular Partner	Lawyer/Regular Partner	PTPLEIN	1994-04-05	N/A	7-15-2002	2-1-2004	
MONTREAL	10023	Auger	Claude	1987-01-05	Lawyer	Regular Partner	Lawyer/Regular Partner	PTPLEIN	1982-08-31	N/A	1-5-1987	2-1-2017	5-1-1987
MONTREAL	15756	Aviwin	Antoine	2004-09-27	Lawyer	Equity Partner	Lawyer/Equity Partner	PTPLEIN	2003-12-22	N/A	9-27-2004	2-1-2011	2-1-2014
MONTREAL	19904	Badreddine	Mohamed	2014-02-24	Lawyer	Associate	Lawyer/Associate	PTPLEIN	2009-07-03	N/A	02-24-2014		
MONTREAL	17255	Barette	François	2010-09-03	Lawyer	Equity Partner	Lawyer/Equity Partner	PTPLEIN	1981-01-07	N/A	9-3-2010		9-3-2010
MONTREAL	16803	Barriault	Frédéric	2007-05-07	Lawyer	Associate	Lawyer/Associate	PTPLEIN	2011-07-26	N/A	7-27-2011		
QUEBEC	19978	Beauchamp	Philippe	2014-04-02	Lawyer	Associate	Lawyer/Associate	TEMP TPL	2016-07-08	N/A	7-11-2016		
MONTREAL	10110	Bédard	Eric	1989-11-16	Lawyer	Equity Partner	Lawyer/Equity Partner	PTPLEIN	1989-12-06	N/A	11-16-1989		2-1-1998
MONTREAL	19860	Bélanger	Carl	2014-02-01	Lawyer	Equity Partner	Lawyer/Equity Partner	PTPLEIN	1998-01-01	N/A	02-03-2014	02-03-2014	02-03-2014
MONTREAL	19700	Bélanger	Marie-Gabrielle	2013-06-17	Lawyer	Associate	Lawyer/Associate	PTPLEIN	2013-12-18	N/A	12-18-2013		
MONTREAL	19330	Béliveau	Amélie	2012-05-14	Lawyer	Associate	Lawyer/Associate	PTPLEIN	2013-07-26	N/A	07-29-2013		
MONTREAL	10120	Béliveau	Luc	2002-05-13	Lawyer	Equity Partner	Lawyer/Equity Partner	PTPLEIN	1991-05-07	N/A	12-3-2001	12-3-2001	2-1-2003
MONTREAL	10121	Béliveau	Nathalie-Anne	2002-05-13	Lawyer	Equity Partner	Lawyer/Equity Partner	PTPLEIN	1994-12-22	N/A	5-13-2002	2-1-2004	2-1-2007
MONTREAL	19903	Bellevue	Sébastien	2014-02-17	Lawyer	Regular Partner	Lawyer/Regular Partner	PTPLEIN	2005-11-11	N/A	02-17-2014	2-1-2017	
MONTREAL	10051	Bernard	Annie	2000-05-08	Lawyer	Regular Partner	Lawyer/Regular Partner	PTPLEIN	2003-05-05	N/A	5-5-2003	2-1-2011	
MONTREAL	10054	Bernier	Louis	1975-02-01	Lawyer	Equity Partner	Lawyer/Equity Partner	PTPLEIN	1975-12-08	N/A	2-1-1975		2-1-1975
MONTREAL	10059	Bertrand	Diane	1997-05-26	Lawyer	Equity Partner	Lawyer/Equity Partner	PTPLEIN	1998-12-11	N/A	5-26-1997	2-1-2006	2-1-2010
MONTREAL	18521	Besnard	Yolaine	2011-05-16	Lawyer	Associate	Lawyer/Associate	PTPLEIN	2012-12-19	N/A	12-20-2012		
MONTREAL	20727	Bisson	Simon	2016-08-29	Lawyer	Associate	Lawyer/Associate	PTPLEIN	2014-03-19	N/A	8-29-16		
MONTREAL	16981	Blanchette	Nikolas	2008-04-28	Lawyer	Regular Partner	Lawyer/Regular Partner	PTPLEIN	2006-12-05	N/A	4-28-2008	02/01/2015	
MONTREAL	10067	Boisland	Michel	1989-11-16	Lawyer	Equity Partner	Lawyer/Equity Partner	PTPLEIN	1989-12-06	N/A	11-16-1989		
MONTREAL	17054	Boucher	Marc-André	2008-09-18	Lawyer	Associate	Lawyer/Associate	PTPLEIN	2006-12-29	N/A	9-18-2008		
MONTREAL	16989	Boudreau	Noah	2008-05-05	Lawyer	Associate	Lawyer/Associate	PTPLEIN	2010-12-14	N/A	12-15-2010		
MONTREAL	xxxx	Bourassa Forcier	Mélanie	xxx	Lawyer*	Lawyer external c	Lawyer/External Consultant			N/A			
MONTREAL	10081	Bourbonnais	Luc	2002-04-15	Lawyer	Revisor Lawyer	Revisor Lawyer/Associate	PTPLEIN	1996-03-14	N/A	4-15-2002		
MONTREAL	10083	Bourdeau	Sylvie	1997-04-21	Lawyer	Equity Partner	Lawyer/Equity Partner	PTPLEIN	1988-11-09	N/A	4-21-1997	2-1-1999	2-1-2000
MONTREAL	17254	Brais	François	2010-09-02	Lawyer	Equity Partner	Lawyer/Equity Partner	PTPLEIN	1998-12-21	N/A	9-2-2010		9-2-2010
MONTREAL	19310	Brosseau	Charles-Alexandre	2012-04-02	Lawyer	Associate	Lawyer/Associate	PTPLEIN	2016-07-29	N/A	7-28-2016		
MONTREAL	20718	Brunelle	Magali	2016-08-15	Lawyer	Associate	Lawyer/Associate	PTPLEIN	2015-07-22	N/A	08-15-2016		

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MONTREAL	17235	Bundock	Émilie	2010-05-17	Lawyer	Associate	Lawyer/Associate	PTPLEIN	2012-12-19	N/A	12-20-2012		
MONTREAL	10125	Cabana	Paul	2003-05-06	Lawyer	Regular Partner	Lawyer/Regular Partner	PTPLEIN	2007-05-15	N/A	5-16-2007	2-1-2014	
MONTREAL	10130	Carli	Gilles	1982-01-04	Lawyer	Regular Partner	Lawyer/Regular Partner	PTPLEIN	1975-11-26	N/A	1-4-1982	2-1-2016	2-1-1985
QUEBEC	20463	Carrière	Louis	2015-09-15	Lawyer	Regular Partner	Lawyer/Regular Partner	PTPLEIN	1995-05-12	N/A		9-15-2015	
MONTREAL	10139	Castiglio	Gabriel	2003-10-20	Lawyer	Equity Partner	Lawyer/Equity Partner	PTPLEIN	2002-08-05	N/A	10-20-2003	2-1-2010	2-1-2013
MONTREAL	16985	Cérat Lagana	Vincent	2008-05-05	Lawyer	Associate	Lawyer/Associate	PTPLEIN	2011-11-30	N/A	11-30-2011		
MONTREAL	10145	Chamberland	Jean-Pierre	2001-04-30	Lawyer	Equity Partner	Lawyer/Equity Partner	PTPLEIN	1995-10-23	N/A	4-30-2001	2-1-2004	2-1-2005
QUEBEC	19375	Champagne-Gilbel	Jean-Raphaël	2012-05-09	Lawyer	Associate	Lawyer/Associate	PTPLEIN	2013-04-10	N/A	10-04-2013		
MONTREAL	17203	Charest-Beaudry	Philippe	2009-11-30	Lawyer	Regular Partner	Lawyer/Regular Partner	PTPLEIN	2007-08-13	N/A	11-30-2009	2-1-2016	
MONTREAL	16931	Charlebois	Pierre-Olivier	2008-01-07	Lawyer	Regular Partner	Lawyer/Regular Partner	PTPLEIN	2004-12-20	N/A	1-7-2008	2-1-2012	
MONTREAL	19872	Charpentier	Alexis	2014-02-05	Lawyer	Regular Partner	Lawyer/Regular Partner	PTPLEIN	2009-07-31	N/A	02-05-2014	2-1-2017	
QUEBEC	10148	Chassé	Yves	2003-11-10	Lawyer	Regular Partner	Lawyer/Regular Partner	PTPLEIN	1988-03-10	N/A	11-10-2003	11-10-2003	
MONTREAL	16821	Chaufette	Denis	2007-05-28	Lawyer	Equity Partner	Lawyer/Equity Partner	PTPLEIN	1975-01-06	N/A	5-28-2007		5-28-2007
MONTREAL	19628	Ciecha	Marcelo	2013-03-25	Lawyer	Associate	Lawyer/Associate	PTPLEIN	2014-12-18	N/A	12-18-2014		
MONTREAL	10162	Clare	Richard	1976-05-17	Lawyer	Regular Partner	Lawyer/Regular Partner	PTPLEIN	1976-11-26	N/A	5-17-1976	2-1-2017	11-1-1975
MONTREAL	19425	Clavet	Marie-Eve	2012-07-09	Lawyer	Regular Partner	Lawyer/Regular Partner	PTPLEIN	2008-11-01	N/A	7-9-2012	2-1-2017	
MONTREAL	10167	Cloutier	Jean-François	2002-04-08	Lawyer	Equity Partner	Lawyer/Equity Partner	PTPLEIN	1998-03-12	N/A	4-8-2002	2-1-2005	2-1-2011
MONTREAL	20010	Côté Lépine	Paul	2014-05-26	Lawyer	Associate	Lawyer/Associate	PTPLEIN	2015-07-30	N/A	7-30-2015		
MONTREAL	20743	Cournoyer-Proulx	Magali	2016-09-09	Lawyer	Regular Partner	Lawyer/Regular Partner	PTPLEIN	1997-04-01	N/A	9-9-2016	9-9-2016	
MONTREAL	17108	Delage	Jean-Nicolas	2009-06-01	Lawyer	Equity Partner	Lawyer/Patent & Trade M	PTPLEIN	1994-11-22	N/A	6-1-2009		6-1-2009
MONTREAL	10718	Delwaide	Karl	1986-05-05	Lawyer	Equity Partner	Lawyer/Equity Partner	PTPLEIN	1979-12-07	N/A	5-5-1986		2-1-1992
QUEBEC	19744	Demers	Nancy	2013-08-17	Lawyer	Equity Partner	Lawyer/Equity Partner	PTPLEIN	1993-12-01	N/A	17-08-2013		02/01/2015
QUEBEC	10269	Déry	Laurence	2002-05-06	Lawyer	Regular Partner	Lawyer/Regular Partner	PTPLEIN	2003-11-14	N/A	11-17-2003	2-1-2013	
QUEBEC	10733	Dion	Guy C.	1990-09-24	Lawyer	Equity Partner	Lawyer/Equity Partner	PTPLEIN	1987-11-27	N/A	9-24-1990		2-1-1999
QUEBEC	19819	Dorion	Charles-Antoine	2014-01-06	Lawyer	Associate	Lawyer/Associate	PTPLEIN	2010-03-03	N/A	6-01-2014		
MONTREAL	19925	Dugas	Jean-Sébastien	2014-03-06	Lawyer	Regular Partner	Lawyer/Regular Partner	PTPLEIN	1999-01-01	N/A	03-10-2014	03-10-2014	
MONTREAL	19880	Dupont	Robert	2014-02-01	Lawyer	Equity Partner	Lawyer/Equity Partner	PTPLEIN	1983-01-03	N/A	02-05-2014	02-05-2014	02/01/2015
MONTREAL	10763	Durocher	André	1981-09-08	Lawyer	Equity Partner	Lawyer/Equity Partner	PTPLEIN	1975-11-11	N/A	9-8-1981		9-8-1981
MONTREAL	20028	Eddé	Jacques	2014-05-05	Lawyer	Associate	Lawyer/Associate	PTPLEIN	2010-04-15	N/A	5-5-2014		
MONTREAL	10278	Fabien	Marc-André	1982-11-19	Lawyer	Equity Partner	Lawyer/Equity Partner	PTPLEIN	1982-12-08	N/A	11-19-1982		2-1-1991
MONTREAL	17236	Farber	Brandon	2010-05-17	Lawyer	Associate	Lawyer/Associate	PTPLEIN	2012-07-25	N/A	7-25-2012		
MONTREAL	16888	Faucher	Nicolas	2007-09-29	Lawyer	Equity Partner	Lawyer/Equity Partner	PTPLEIN	1991-12-23	N/A	9-29-2007	9-29-2007	2-1-2012

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MONTREAL	18495	Fichtali	Youssef	2011-01-17	Lawyer	Associate	Lawyer/Associate	PTPLEIN	2016-12-21	N/A	12-29-16	02-05-2014	2-1-2017
MONTREAL	19869	Filion	Stéphane	2014-02-05	Lawyer	Equity Partner	Lawyer/Equity Partner	PTPLEIN	1997-11-28	N/A	02-05-2014	02-05-2014	2-1-2017
MONTREAL	10299	Ford	Andrew	1981-11-19	Lawyer	Regular Partner	Lawyer/Regular Partner	PTPLEIN	1981-12-09	N/A	11-19-1981	2-1-2005	
MONTREAL	10302	Forget	Roland	1981-04-01	Lawyer	Regular Partner	Lawyer/Regular Partner	PTPLEIN	1970-09-11	N/A	6-1-1970	n/a	
MONTREAL	10309	Fournier	Karine	2002-05-06	Lawyer	Regular Partner	Lawyer/Regular Partner	PTPLEIN	2004-11-16	N/A	11-17-2004	2-1-2012	
MONTREAL	10329	Gagné	Jean M.	1995-05-22	Lawyer	Equity Partner	Lawyer/Equity Partner	PTPLEIN	1980-06-01	N/A	6-1-1995	6-1-1995	5-22-1995
QUEBEC	10331	Gagné	Martin R.	1995-06-01	Lawyer	Regular Partner	Lawyer/Regular Partner	PTPLEIN	1978-12-15	N/A	10-2-2006	10-2-2006	2-1-2014
MONTREAL	16459	Gagné	Mathieu	2006-10-02	Lawyer	Equity Partner	Lawyer/Equity Partner	PTPLEIN	1997-12-16	N/A	12-22-16		
MONTREAL	19968	Gagnon Nadeau	Marie-Pier	2014-03-31	Lawyer	Associate	Lawyer/Associate	PTPLEIN		N/A			
MONTREAL	10318	Gagnon	Alexandre	2003-05-06	Lawyer	Regular Partner	Lawyer/Regular Partner	PTPLEIN	2007-05-15	N/A	8-22-2007	2-1-2014	
QUEBEC	16331	Gagnon	Audrey	2006-05-08	Lawyer	Regular Partner	Lawyer/Regular Partner	PTPLEIN	2007-08-22	N/A	2-24-2016	02/01/2015	
QUEBEC	19634	Gagnon	Marie-Ève	2013-03-25	Lawyer	Associate	Lawyer/Associate	PTPLEIN	2016-02-23	N/A	02-07-2014		
MONTREAL	19871	Garcia-Dalipé	Valérie	2014-02-07	Lawyer	Associate	Lawyer/Associate	PTPLEIN	2013-12-04	N/A	7-28-2016		
MONTREAL	19970	Gauthier	Justine	2014-03-31	Lawyer	Associate	Lawyer/Associate	PTPLEIN	2016-07-28	N/A	11-15-2004		
QUEBEC	10350	Gilbert	Annick	2003-05-15	Lawyer	Associate	Lawyer/Associate	PTPLEIN	2004-11-26	N/A	3-22-2004	2-1-2008	2-1-2013
MONTREAL	10644	Gilbert	Frédéric	2004-03-22	Lawyer	Equity Partner	Lawyer/Equity Partner	PTPLEIN	2000-12-28	N/A	9-28-2007	2-1-2014	9-28-2007
QUEBEC	16903	Girard	Claude	2007-09-28	Lawyer	Regular Partner	Lawyer/Regular Partner	PTPLEIN	1972-08-31	N/A	10-9-2001	2-1-2008	10-9-2001
MONTREAL	10358	Girard	Robert Y.	2001-10-09	Lawyer	M-AVASSPRIN	Avocat/Associé principal	PTPLEIN	1983-12-30	N/A	5-3-1999	2-1-2008	
QUEBEC	10363	Gobeil	Sébastien	1999-05-03	Lawyer	Regular Partner	Lawyer/Regular Partner	PTPLEIN	2000-11-10	N/A	7-28-2016		
MONTREAL	19861	Guilmain	Antoine	2014-05-26	Lawyer	Associate	Lawyer/Associate	PTPLEIN	2016-07-29	N/A	5-25-1999	2-1-2009	2-1-2013
MONTREAL	10389	Gutierrez	Félix	1999-05-25	Lawyer	Equity Partner	Lawyer/Equity Partner	PTPLEIN	2002-04-22	N/A	7-11-2011	2-1-2014	
MONTREAL	19146	Halwagi	Jonathan	2011-11-07	Lawyer	Regular Partner	Lawyer/Regular Partner	PTPLEIN	2004-01-01	N/A	6-1-1995	5-1-2009	2-1-1999
QUEBEC	10420	Hérault	Michel	1995-06-01	Lawyer	Regular Partner	Lawyer/Regular Partner	PTPLEIN	1977-11-24	N/A	1-21-2008	2-1-2012	
MONTREAL	16951	Jacques	Christian	2008-01-21	Lawyer	Regular Partner	Lawyer/Regular Partner	PTPLEIN	2004-11-12	N/A	07-08-2014		
MONTREAL	20422	Jarri	Clifton	2015-07-08	Lawyer	Associate	Lawyer/Associate	PTPLEIN	2007-09-12	N/A	1-4-2005		4-1-2005
MONTREAL	15879	Jodoin	Claude E.	2005-01-04	Lawyer	Equity Partner	Lawyer/Equity Partner	PTPLEIN	1987-11-20	N/A	11-17-2014		
MONTREAL	20205	Jospé	Dara	2014-11-17	Lawyer	Associate	Lawyer/Associate	PTPLEIN	2014-08-20	N/A	01-05-2009	2-1-2017	
QUEBEC	17075	Keable	Maxime-Arnaud	2009-01-05	Lawyer	Regular Partner	Lawyer/Regular Partner	PTPLEIN	2008-12-16	N/A	11-3-1997	11-3-1997	2-1-2000
MONTREAL	10447	Kirby	Peter	1997-11-03	Lawyer	Equity Partner	Lawyer/Equity Partner	PTPLEIN	1986-05-22	N/A			6-20-2016
MONTREAL	20684	Kravitz	Neil	2016-06-20	Lawyer	Equity Partner	Lawyer/Equity Partner	PTPLEIN	1997-01-01	N/A	02-11-2014	02-11-2014	2-1-2017
MONTREAL	19890	Laberge	Simon	2014-02-01	Lawyer	Regular Partner	Lawyer/Regular Partner	PTPLEIN	2004-02-13	N/A	1-1-1978		2-1-1991
MONTREAL	10463	Lacoursière	Richard	1978-01-01	Lawyer	Equity Partner	Lawyer/Equity Partner	PTPLEIN	1977-11-18	N/A			

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QUEBEC	10464	Lacroix	Yves	2003-11-10	Lawyer	Equity Partner	Lawyer/Equity Partner	PTPLEIN	1980-12-12	N/A	11-10-2003		11-10-2003
MONTREAL	10469	Lafleur	Marie	1986-07-01	Lawyer	Equity Partner	Lawyer/Equity Partner	PTPLEIN	1983-12-15	N/A	7-1-1986		2-1-1998
QUEBEC	19635	Laforest-Lapointe	Vincent	2013-03-25	Lawyer	Associate	Lawyer/Associate	PTPLEIN	2016-04-26	N/A	4-27-2016		
QUEBEC	10474	Laancette	Stéphane	1995-03-20	Lawyer	Regular Partner	Lawyer/Regular Partner	PTPLEIN	1995-04-01	N/A	3-20-1995	2-1-2002	
MONTREAL	16999	Lapalme	Joanie	2008-05-05	Lawyer	Associate	Lawyer/Associate	PTPLEIN	2011-07-26	N/A	7-27-2011		
MONTREAL	15880	Lapierre	Jean-Michel	2005-01-12	Lawyer	Equity Partner	Lawyer/Equity Partner	PTPLEIN	2005-11-15	N/A	11-16-2005	2-1-2013	2-1-2016
MONTREAL	10483	Lapierre	Stéphanie	1997-05-20	Lawyer	Equity Partner	Lawyer/Equity Partner	PTPLEIN	2000-11-13	N/A	5-20-1997	2-1-2008	2-1-2012
MONTREAL	10493	Latulippe	Chloé	2002-06-03	Lawyer	Associate	Lawyer/Associate	PTPLEIN	2007-03-12	N/A	4-9-2007		
MONTREAL	10501	Lavallée	Stéphanie	1999-05-03	Lawyer	Regular Partner	Lawyer/Regular Partner	PTPLEIN	2003-05-05	N/A	5-5-2003	2-1-2010	
MONTREAL	19311	Lavole	Sarah P.	2012-04-02	Lawyer	Associate	Lawyer/Associate	PTPLEIN	2014-07-31	N/A	31-07-2014		
MONTREAL	19312	Lazar	Alexandra	2012-04-02	Lawyer	Associate	Lawyer/Associate	PTPLEIN	2014-12-18	N/A	12-18-2014		
QUEBEC	20812	Leblanc	Christelle	2016-12-07	Lawyer	Associate	Lawyer/Associate	PTPLEIN	2008-11-21	N/A	12-7-2016		
MONTREAL	10510	Leblanc	Christian	2003-06-16	Lawyer	Equity Partner	Lawyer/Equity Partner	PTPLEIN	1992-10-28	N/A	6-16-2003	6-16-2003	2-1-2006
QUEBEC	10517	Leblanc-Gagnon	Mathieu	2003-05-20	Lawyer	Regular Partner	Lawyer/Regular Partner	PTPLEIN	2004-11-26	N/A	11-15-2004	2-1-2013	
MONTREAL	15976	Leblanc-Langlois	Nicolas	2005-05-09	Lawyer	Equity Partner	Lawyer/Equity Partner	PTPLEIN	2007-11-28	N/A	11-29-2007	2-1-2015	2-1-2017
QUEBEC	10518	LeBlond	Michel	2003-11-10	Lawyer	Regular Partner	Lawyer/Regular Partner	PTPLEIN	1971-09-07	N/A	11-10-2003		11-10-2003
MONTREAL	19807	Lee	Kang	2014-01-13	Lawyer	Associate	Lawyer/Associate	PTPLEIN	2013-09-18	N/A	13-01-2014		
MONTREAL	10528	Lefebvre	Pierre	1983-04-18	Lawyer	Equity Partner	Lawyer/Equity Partner	PTPLEIN	1982-11-29	N/A	4-18-1983	2-1-2007	4-18-1983
MONTREAL	10559	Léger	Élaine	2000-04-17	Lawyer	Regular Partner	Lawyer/Regular Partner	PTPLEIN	1999-11-12	N/A	4-17-2000	2-1-2007	
QUEBEC	16619	Lessard Berger	Sophie	2007-01-15	Lawyer	Regular Partner	Lawyer/Regular Partner	PTPLEIN	2008-02-18	N/A	2-19-2008	2-19-2008	
QUEBEC	10545	Letarte	Yves	2003-11-10	Lawyer	Equity Partner	Lawyer/Equity Partner	PTPLEIN	1982-12-12	N/A	11-10-2003		11-10-2003
MONTREAL	16613	L'Heureux	Dominique	2007-01-26	Lawyer	Equity Partner	Lawyer/Equity Partner	PTPLEIN	1995-10-27	N/A	1-26-2007	1-26-2007	2-1-2009
MONTREAL	19719	Lo Papa	Mariella	2013-07-06	Lawyer	Equity Partner	Lawyer/Equity Partner	PTPLEIN	1996-12-30	N/A	6-07-2013	06-07-2013	02/01/2015
MONTREAL	19631	Maher	Mikael	2013-03-25	Lawyer	Associate	Lawyer/Associate	PTPLEIN	2015-07-30	N/A	7-30-2015		
QUEBEC	10567	Mailoux	Benoît	1995-06-01	Lawyer	Regular Partner	Lawyer/Regular Partner	PTPLEIN	1974-04-01	N/A	6-1-1995	6-1-1995	
QUEBEC	10569	Makila	Gary	2003-11-10	Lawyer	Regular Partner	Lawyer/Regular Partner	PTPLEIN	1990-10-18	N/A	11-10-2003	11-10-2003	
MONTREAL	19313	Mandini	Nicolas	2012-04-02	Lawyer	Associate	Lawyer/Associate	PTPLEIN	2015-12-23	N/A	12-23-2015		
QUEBEC	10582	Marcotte	Jasmin	1995-05-15	Lawyer	Equity Partner	Lawyer/Equity Partner	PTPLEIN	1996-12-10	N/A	5-15-1995	2-1-2004	2-1-2006
MONTREAL	19381	Mariage	Frank	2012-06-01	Lawyer	Equity Partner	Lawyer/Equity Partner	PTPLEIN	2001-01-01	N/A	6-1-2012		6-1-2012
MONTREAL	10594	Martel	Richard	1970-01-01	Lawyer	Regular Partner	Lawyer/Regular Partner	PTPLEIN	1970-07-27	N/A	1-1-1970	2-1-2013	
MONTREAL	10604	Martis	Xeno	1976-11-01	Lawyer	Regular Partner	Lawyer/Regular Partner	PTPLEIN	1976-11-26	N/A	11-1-1976	5-1-2009	11-1-1976
MONTREAL	10606	Masson	Jean	1979-10-01	Lawyer	Regular Partner	Lawyer/Regular Partner	PTPLEIN	1975-11-11	N/A	10-1-1979	5-1-2009	



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LOCATION	EMPLOYEE I.D.	LAST NAME	FIRST NAME	HIRING DATE	APPENDIX B	STATUS	TITLE	WORK STATUS	YEAR OF CALL QUEBEC BAR	APPENDIX C	CLLAS Hiring Date Lawyer (m/d/y)	CLLAS Partnership Regular (m/d/y)	CLLAS Partnership Equity (m/d/y)
MONTREAL	10614	McRobbie	Ronald J.	1976-11-01	Lawyer	Equity Partner	Lawyer/Equity Partner	PTPLEIN	1976-11-26	N/A	11-1-1976	2-1-2003	11-1-1976
QUEBEC	10618	Mercier	Charles	1999-06-28	Lawyer	Regular Partner	Lawyer/Regular Partner	PTPLEIN	1990-11-07	N/A	6-28-1999	2-1-2003	
MONTREAL	19870	Meunier	Alexandra	2014-02-07	Lawyer	Associate	Lawyer/Associate	PTPLEIN	2013-12-20	N/A	02-07-2014		
MONTREAL	10622	Meunier	Pierre B.	1989-05-01	Lawyer	Regular Partner	Lawyer/Regular Partner	PTPLEIN	1967-08-15	N/A	5-1-1989	2-1-1992	
MONTREAL	20213	Mezour	Aida	2014-12-01	Lawyer	Associate	Lawyer/Associate	PTPLEIN	2015-03-18	N/A	09-28-2015		
MONTREAL	16809	Michaud	Guillaume-Pierre	2007-05-07	Lawyer	Regular Partner	Lawyer/Regular Partner	PTPLEIN	2008-12-16	N/A	12-17-2008	2-1-2016	
MONTREAL	10624	Mikus	Jean-Philippe	2003-06-16	Lawyer	Equity Partner	Lawyer/Partner & Trade M	PTPLEIN	1995-10-23	N/A	6-16-2003	6-16-2003	2-1-2006
MONTREAL	10630	Monet	Dominique	1985-11-15	Lawyer	Equity Partner	Lawyer/Equity Partner	PTPLEIN	1985-11-14	N/A	11-15-1985		2-1-1997
MONTREAL	10640	Morin	Luc	2001-05-07	Lawyer	Equity Partner	Lawyer/Equity Partner	PTPLEIN	2003-11-12	N/A	11-12-2003	2-1-2011	2-1-2014
MONTREAL	20406	Morin	Marc-André	2015-06-27	Lawyer	Regular Partner	Lawyer/Regular Partner	PTPLEIN	2002-11-11	N/A		6-27-2015	
QUEBEC	10642	Morisset	André	2002-07-01	Lawyer	Regular Partner	Lawyer/Regular Partner	PTPLEIN	1968-06-01	N/A	7-1-2002	7-1-2002	2-1-2009
QUEBEC	10196	Morissette	Érik	2004-05-03	Lawyer	Equity Partner	Lawyer/Equity Partner	PTPLEIN	1995-10-30	N/A	5-3-2004	5-3-2004	2-1-2010
MONTREAL	10655	Neveu	Marie-Josée	1994-05-16	Lawyer	Equity Partner	Lawyer/Equity Partner	PTPLEIN	1994-11-22	N/A	5-16-1994	2-1-2002	2-1-2003
MONTREAL	10657	Nitoslawski	Marek	2003-07-14	Lawyer	Equity Partner	Lawyer/Partner & Trade M	PTPLEIN	1984-11-24	N/A	7-14-2003		7-14-2003
MONTREAL	10660	Novello	Marc	1989-11-16	Lawyer	Equity Partner	Lawyer/Equity Partner	PTPLEIN	1989-12-06	N/A	11-16-1989		2-1-1999
MONTREAL	10661	Onesi	Angela	1992-10-12	Lawyer	Equity Partner	Lawyer/Equity Partner	PTPLEIN	1992-10-28	N/A	10-12-1992	2-1-2000	2-1-2013
MONTREAL	10916	Ouellet	Marc	2001-05-07	Lawyer	Regular Partner	Lawyer/Regular Partner	PTPLEIN	2004-05-03	N/A	5-3-2004	2-1-2011	
MONTREAL	10673	Paquin	Denis	1998-08-31	Lawyer	Regular Partner	Lawyer/Regular Partner	PTPLEIN	1978-11-23	N/A	8-31-1998	2-1-2015	2-1-2001
MONTREAL	16986	Paquin-Holmsted	Emilie	2008-05-05	Lawyer	Associate	Lawyer/Associate	PTPLEIN	2010-07-26	N/A	3-23-2015		
MONTREAL	10679	Paré	Robert	1977-12-01	Lawyer	Equity Partner	Lawyer/Equity Partner	PTPLEIN	1977-11-23	N/A	12-1-1977		12-1-1977
MONTREAL	19316	Perrault	Nicolas-Karl	2012-04-02	Lawyer	Associate	Lawyer/Associate	PTPLEIN	2014-12-18	N/A	12-18-2014		
MONTREAL	10692	Perreault	Jean-François	1996-11-11	Lawyer	Equity Partner	Lawyer/Equity Partner	PTPLEIN	1994-12-12	N/A	11-11-1996	2-1-2002	2-1-2004
MONTREAL	10702	Picotte	Daniel	1978-11-27	Lawyer	Equity Partner	Lawyer/Equity Partner	PTPLEIN	1978-12-06	N/A	11-27-1978		11-27-1978
QUEBEC	19636	Pilote-Laroche	Laurie	2013-03-25	Lawyer	Associate	Lawyer/Associate	PTPLEIN	2016-02-23	N/A	2-24-2016		
MONTREAL	18525	Pittet	Delphine	2011-05-16	Lawyer	Associate	Lawyer/Associate	PTPLEIN	2013-07-26	N/A	07-29-2013		
MONTREAL	16890	Provencher	Christine	2007-09-04	Lawyer	Associate	Lawyer/Associate	PTPLEIN	2011-07-26	N/A	7-27-2011		
MONTREAL	19971	Quadrini	Matthew	2014-03-31	Lawyer	Associate	Lawyer/Associate	PTPLEIN	2016-07-29	N/A	1-25-2016		
MONTREAL	17127	Quessy	Anabel	2009-08-31	Lawyer	Associate	Lawyer/Associate	PTPLEIN	2012-12-19	N/A	12-20-2012		
MONTREAL	10739	Rackot	Martin	1999-01-11	Lawyer	Equity Partner	Lawyer/Equity Partner	PTPLEIN	2000-11-13	N/A	1-11-1999	2-1-2008	2-1-2012
MONTREAL	16988	Ragas	Constantinos	2008-05-05	Lawyer	Associate	Lawyer/Associate	PTPLEIN	2010-12-15	N/A	12-15-2010		
MONTREAL	10747	Ranger	Alain	1985-01-21	Lawyer	Equity Partner	Lawyer/Equity Partner	PTPLEIN	1982-12-10	N/A	1-21-1985		1-21-1985
MONTREAL	20011	Raymond	Stéphanie	2014-06-03	Lawyer	Associate	Lawyer/Associate	PTPLEIN	2016-12-21	N/A	12-22-16		

2017-04-04

**APPENDIX "B"**  
**CLAS 2017-2018**  
**AMENDED LIST OF LAWYERS**  
**AS OF MARCH 9th, 2017**

LOCATION	EMPLOYEE I.D.	LAST NAME	FIRST NAME	HIRING DATE	APPENDIX B	STATUS	TITLE	WORK STATUS	YEAR OF CALL QUEBEC BAR	APPENDIX C	CLAS Hiring Date Lawyer (m/d/y)	CLAS Partnership Regular (m/d/y)	CLAS Partnership Equity (m/d/y)
MONTREAL	20863	Reid	Sara	2017-02-06	Lawyer	Associate	Lawyer/Associate	TEMP TPL	2012-03-01	N/A	02-06-2017		
MONTREAL	17256	Renaud	Èlise	2010-09-20	Lawyer	Regular Partner	Lawyer/Regular Partner	PTPLEIN	2001-06-18	N/A	9-20-2010	2-1-2013	
MONTREAL	20354	Renaud	Mathieu	2015-06-15	Lawyer	Associate	Lawyer/Associate	PTPLEIN	2015-12-22	N/A	9-26-2016		
MONTREAL	10755	Retsinas	Elias	2001-05-07	Lawyer	Equity Partner	Lawyer/Equity Partner	PTPLEIN	2003-07-28	N/A	07-28-2003	2-1-2010	
MONTREAL	10760	Riendeau	Alain	1986-11-25	Lawyer	Equity Partner	Lawyer/Equity Partner	PTPLEIN	1986-11-24	N/A	11-25-1986		2-1-1996
QUEBEC	17057	Robitaille	Dave	2009-05-04	Lawyer	Regular Partner	Lawyer/Regular Partner	PTPLEIN	2010-02-15	N/A	2-10-2010	2-1-2017	
MONTREAL	10769	Rochette	Lise	1998-08-31	Lawyer	Regular Partner	Lawyer/Regular Partner	PTPLEIN	1995-10-24	N/A	8-31-1998	2-1-2017	2-1-2005
MONTREAL	16325	Rose	Caitlin	2006-05-08	Lawyer	Regular Partner	Lawyer/Regular Partner	PTPLEIN	2009-05-12	N/A	5-13-2009	2-1-2016	
QUEBEC	10786	Roy	Sébastien	2003-11-10	Lawyer	Regular Partner	Lawyer/Regular Partner	PTPLEIN	1999-12-31	N/A	11-10-2003	2-1-2010	
MONTREAL	10763	Rivest	Lucie	1994-03-07	Lawyer	Revisor Lawyer	Revisor Lawyer/Associate	PTPLEIN	1982-11-25	N/A	3-7-1994		
MONTREAL	16612	Sabbatini	Erik	2007-01-16	Lawyer	Equity Partner	Lawyer/Equity Partner	PTPLEIN	1993-11-02	N/A	1-16-2007	1-16-2007	2-1-2009
MONTREAL	19632	Salliah	Guillaume	2013-03-25	Lawyer	Associate	Lawyer/Associate	PTPLEIN	2015-07-30	N/A	7-30-2015		
MONTREAL	17234	Samoshkina	Svetlana	2010-05-17	Lawyer	Associate	Lawyer/Associate	PTPLEIN	2012-07-25	N/A	7-25-2012		
MONTREAL	19774	Seguin	Patricia	2013-10-11	Lawyer	Regular Partner	Lawyer/Regular Partner	PTPLEIN	1986-11-01	N/A	10-11-2013	10-11-2013	
MONTREAL	16317	Semerjian	Chris	2006-05-08	Lawyer	Regular Partner	Lawyer/Regular Partner	PTPLEIN	2010-04-13	N/A	4-30-2010	2-1-2017	
MONTREAL	10813	Sheehan	Martin	1991-10-10	Lawyer	Equity Partner	Lawyer/Equity Partner	PTPLEIN	1991-10-09	N/A	10-10-1991	2-1-1999	2-1-2000
MONTREAL	18526	Shortt	Michael	2011-05-16	Lawyer	Associate	Lawyer/Associate	PTPLEIN	2014-07-31	N/A	31-07-2014		
MONTREAL	20222	Simard	Dominique	2015-01-05	Lawyer	Associate	Lawyer/Associate	PTPLEIN	1994-06-17	N/A	01-05-2015		
MONTREAL	10822	Simard	Eric	2003-03-31	Lawyer	Equity Partner	Lawyer/Equity Partner	PTPLEIN	1996-08-23	N/A	3-31-2003	3-31-2003	2-1-2006
MONTREAL	19317	Simard	Joëlle	2012-04-02	Lawyer	Associate	Lawyer/Associate	PTPLEIN	2014-07-31	N/A	31-07-2014		

**APPENDIX "B"**  
**CLLAS 2017-2018**  
**AMENDED LIST OF LAWYERS**  
**AS OF MARCH 9th, 2017**

LOCATION	EMPLOYEE ID	LAST NAME	FIRST NAME	HIRING DATE	APPENDIX B	STATUS	TITLE	WORK STATUS	YEAR OF CALL QUEBEC BAR	APPENDIX C	CLLAS Hiring Date Lawyer (m/d/y)	CLLAS Partnership Regular (m/d/y)	CLLAS Partnership Equity (m/d/y)
MONTREAL	20149	Simard	Nicolas	2014-09-22	Lawyer	Regular Partner	Lawyer/Regular Partner	PTPLEIN	2002-04-07	N/A	22-09-2014		
MONTREAL	19197	Simonet	Catherine	2011-11-28	Lawyer	Associate	Lawyer/Associate	PTPLEIN	2008-12-14	N/A	11-28-2011		
MONTREAL	20099	Singh	Kiran	2014-08-19	Lawyer	Associate	Lawyer/Associate	PTPLEIN	2010-12-17	N/A	8-19-2014		
MONTREAL	19867	Sow	Kadiatou	2014-02-05	Lawyer	Associate	Lawyer/Associate	PTPLEIN	2009-07-28	N/A	02-05-2014		
MONTREAL	20373	Stephens	Caroline	2015-05-25	Lawyer	Associate	Lawyer/Associate	PTPLEIN	2015-12-23	N/A	12-23-2015		
MONTREAL	19633	Su	Dan	2013-03-25	Lawyer	Associate	Lawyer/Associate	PTPLEIN	2016-12-21	N/A	12-22-16		
MONTREAL	10849	Synnott	Bernard	2001-08-27	Lawyer	Equity Partner	Lawyer/Equity Partner	PTPLEIN	1987-12-22	N/A	8-27-2001	8-27-2001	2-1-2004
MONTREAL	18527	Tacheji	Marc James	2011-05-16	Lawyer	Associate	Lawyer/Associate	PTPLEIN	2013-12-18	N/A	12-18-2013		
QUEBEC	10894	Tétreault	Marie Carole	2002-07-01	Lawyer	Regular Partner	Lawyer/Partent & Trade M	PTPLEIN	1993-09-29	N/A	7-1-2002	2-1-2004	
MONTREAL	20273	Therriault	Jean-Philippe	2015-02-02	Lawyer	Associate	Lawyer/Associate	PTPLEIN	2013-09-17	N/A	02/02/2015		
MONTREAL	20003	Therrien	Émilie	2014-04-22	Lawyer	Associate	Lawyer/Partent & Trade M	PTPLEIN	2010-08-11	N/A	22-03-2014		
MONTREAL	19627	Tremblay	Laila	2013-03-25	Lawyer	Associate	Lawyer/Associate	TEMP TPL		N/A	12-22-16		
QUEBEC	10882	Trépanier	Christian	1999-05-03	Lawyer	Equity Partner	Lawyer/Equity Partner	PTPLEIN	1997-12-15	N/A	5-3-1999	2-1-2005	2-1-2012
MONTREAL	19823	Turgeon	Yves	2014-01-11	Lawyer	Regular Partner	Lawyer/Regular Partner	PTPLEIN	1987-01-01	N/A	1-11-2014		
MONTREAL	10887	Turnel	André	2000-06-19	Lawyer	Equity Partner	Lawyer/Equity Partner	PTPLEIN	1990-10-19	N/A	6-19-2000	2-1-2002	2-1-2003
MONTREAL	10889	Turnel	Benoit	1985-11-15	Lawyer	Equity Partner	Lawyer/Equity Partner	PTPLEIN	1985-11-14	N/A	11-15-1985		2-1-1998
MONTREAL	10896	Vachon	Patrice	1983-10-11	Lawyer	Equity Partner	Lawyer/Equity Partner	PTPLEIN	1981-01-07	N/A	1-12-2008		1-12-2008
MONTREAL	19319	Valois	Marie-Christine	2012-04-02	Lawyer	Associate	Lawyer/Associate	PTPLEIN	2014-07-31	N/A	31-07-2014		
MONTREAL	20751	Vanjaka	Emil	2016-10-03	Lawyer	Associate	Lawyer/Associate	PTPLEIN	2015-12-20	N/A	10-3-2016		
MONTREAL	10908	Vilani	Peter	1997-07-28	Lawyer	Equity Partner	Lawyer/Equity Partner	PTPLEIN	1987-05-12	N/A	7-28-1997	2-1-1999	2-1-2000
MONTREAL	10909	Villaran	Gilda	1995-09-11	Lawyer	Regular Partner	Lawyer/Regular Partner	PTPLEIN	1998-01-19	N/A	1-19-1998	2-1-2014	
MONTREAL	19905	Wiener	Neil	2014-02-17	Lawyer	Equity Partner	Lawyer/Equity Partner	PTPLEIN	1981-11-02	N/A	02-17-2014	02-17-2014	02-17-2014
MONTREAL	19314	Munro	Ashley	2012-04-02	Lawyer*	Lawyer external	Lawyer/external consultant	ENB	2014-12-18	N/A			
MONTREAL	xxxx	Lesage	Laurent	n/a	Lawyer*	Lawyer external	n/a	n/a		N/A	n/a		
MONTREAL	10192	Cuthbert	Verna E.	2002-04-22	COUNSEL	Counsel	Lawyer/Counsel	PTPLEIN SA	1986-04-15	N/A	4-22-2002		
MONTREAL	10301	Forget	Maurice	1970-06-01	COUNSEL	Counsel	Lawyer/Counsel	TEMP TPL	1970-08-12	N/A	4-1-1981		
MONTREAL	10312	Fox	Francis	1997-09-01	COUNSEL	Counsel	Lawyer/Counsel	TEMP TPLSA	1963-04-01	N/A	9-1-1997		
MONTREAL	10391	Guérette	Serge	1973-03-01	COUNSEL	Counsel	Lawyer/Counsel	TEMP TPL	1973-03-12	N/A	3-1-1973		
MONTREAL	16564	Mailhot	Louise	2006-12-04	COUNSEL	Lawyer/Counsel	Lawyer/Counsel/Regular P	PTPART SA	1966-01-21	N/A	12-4-2006		
MONTREAL	10864	Toupin	Lambert	1964-01-01	COUNSEL	Counsel	Lawyer/Counsel	PTPLEIN SA	1957-06-01	N/A	1-1-1964		

FMD LLP - Quebec Region  
List of Partners with PLC  
As of March 9, 2017

LOCATION	Employee ID	Last Name	First Name	F1B STATUS	Initials	PLC	Name PLC
MONTREAL	17076	Baudouin	Jean-Louis	Regular Partner	JLB	Yes	Services Conseil Jean-Louis Baudouin inc.
MONTREAL	10231	Desrosiers	Julie	Equity Partner	JD	Yes	Desrosiers Conseils inc.
QUEBEC	10637	Morency	Jean G.	Lawyer/Equity Partner	JGM	Yes	Jean G. Morency services Conseils inc.
MONTREAL	19868	Perreault	Rh�aume	Avocat/Associ�	RP	Yes	Perreault Rh�aume Conseil Inc.
MONTREAL	16199	Turgeon	David	Equity Partner	DT	Yes	David Turgeon Avocats inc

APPENDIX C  
ACTIVE NON-LAWYER COUNSELLANTS OF THE FIRM AS OF MARCH 1, 2017  
(Excluding Patent & Trademark Agents)

Name of Firm: Fasken Martineau DuMoulin LLP (Appendix C - Page 1 of 2)

**SECTION A**

Professional Service Provided or Type of Profession	# Person in Same Profession	Location (Province)	Client Contact	Advise Clients	Supervised by Lawyers	Underlying Insurance <sup>1</sup>	% of Time Docketed <sup>2</sup>
Notary	2	QC	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Translators	8	QC	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Other (see note 1) R.C.	1	QC	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Other (see note 2) N.R.	1	QC	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Other (see note 3) J.G.	1	QC	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

**SECTION B**

Please provide the following details on the underlying insurances purchased and attach a copy of the policies:

Type of Exposure:	Notary	Type of Exposure:	Translators
Insurance Carrier:	FARP- CNQ	Insurance Carrier:	La Capitale
Policy Number:	(Pending)	Policy Number:	(Pending)
Period of Insurance:		Period of Insurance:	
Retroactive Date:		Retroactive Date:	
Limits:	\$ _____ per claim, \$ _____ aggregate	Limits:	\$ _____ per claim, \$ _____ aggregate

<sup>1</sup> If underlying insurance is purchased, please complete Section B.

<sup>2</sup> PLEASE COMPLETE THIS COLUMN ONLY FOR INDIVIDUALS WHO ARE NOT ACTING UNDER THE SUPERVISION OF A LAWYER AND FOR THAT PORTION OF TIME THE INDIVIDUAL IS NOT ACTING UNDER THE SUPERVISION OF A LAWYER.

APPENDIX C  
ACTIVE NON-LAWYER CONSULTANTS OF THE FIRM AS OF MARCH 1, 2017  
(Excluding Patent & Trademark Agents)

Name of Firm: Fasken Martineau DuMoulin LLP (Appendix C - Page 2 of 2)

**SECTION A**

Professional Service Provided or Type of Profession	# Person in Same Profession	Location (Province)	Client Contact	Advise Clients	Supervised by Lawyers	Underlying Insurance <sup>11</sup>	% of Time Docketed <sup>12</sup>
Other* (see note 4) N.T.	1	QC	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Other (see note 5) M.-E.A.	1	QC	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Other (see note 6) S.P.-H.	1	QC	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Other* (see note 7) S.V.	1	QC	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Other (see note 8) A.-M. B.	1	QC	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

**SECTION B**

Please provide the following details on the underlying insurances purchased and attach a copy of the policies:

Type of Exposure:	*Paralegal - Member of Qc Bar
Insurance Carrier:	FARQ
Policy Number:	(Pending)
Period of Insurance:	
Retroactive Date:	
Limits:	\$ _____ per claim, \$ _____ aggregate

<sup>11</sup> If underlying insurance is purchased, please complete Section B.

<sup>12</sup> PLEASE COMPLETE THIS COLUMN ONLY FOR INDIVIDUALS WHO ARE NOT ACTING UNDER THE SUPERVISION OF A LAWYER AND FOR THAT PORTION OF TIME THE INDIVIDUAL IS NOT ACTING UNDER THE SUPERVISION OF A LAWYER.

CLLAS 2017-2019  
QUEBEC REGION  
ATTACHED - APPENDIX C

**Note 1)**

Raymond Chrétien, Strategic Advisor

**Note 2)**

Normand Robichaud, IP Consultant

**Note 3)**

Julie Girouard, Manager Professional Development (Lawyer, QC Bar 2006, no insurance FARBQ)

**Note 4)**

Neila Touil, Paralegal (Lawyer, QC Bar 2012, with insurance FARBQ, available in April)

**Note 5)**

Marie-Eve Asselin, Director Marketing & Business Development (Lawyer, QC Bar 2001, no insurance FARBQ)

**Note 6)**

Sarah Pilote-Henri, Manager Marketing & Business Development (Lawyer, QC Bar 2008, no insurance FARBQ)

**Note 7)**

Shila Viau, Paralegal (Lawyer, Qc Bar 2015, with insurance FARBQ, available in April)

**Note 8)**

Anne-Marie Breton, Director Compliance (Lawyer Qc Bar 2005, with insurance FARBQ, available in April)

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AMENDED ANNEX "C"  
 CLAS 2017-2018  
 AMENDED LIST OF NON-LAWYER CONSULTANT  
 AS OF MARCH 9th, 2017

LOCATION	Employee I.D.	Last Name	First Name	Hiring date	APPENDIX B	Dénombrement effectifs int. >	Work Status	Year of Call	Appendix C
MONTREAL	20568	Asselin	Marie-Eve	2016-01-25	Non-Lawyer consultant	Employés Administration/Autres	PTPLEIN		Other
MONTREAL	20893	Breton	Anne-Marie	2017-02-27	Non-Lawyer consultant	Employés Administration/Autres	PTPLEIN	2005-04-04	Other
MONTREAL	10551	Chrétien	Raymond	2004-02-25	Non-Lawyer consultant	Avocat/Conseil	PTPLEIN SA	1966-01-01	Other
MONTREAL	19942	Girouard	Julie	2014-03-17	Non-Lawyer consultant	Employés Administration/Autres	PTPLEIN	2006-05-23	Other
MONTREAL	19694	Pilote-Henry	Sarah	2013-06-03	Non-Lawyer consultant	Employés Administration/Autres	PTPLEIN		Other
MONTREAL	xxxx	Robichaud	Normand		Non-Lawyer consultant				Other
MONTREAL	19825	Touil	Netia	2014-02-17	Non-Lawyer consultant	Autres facturables/Technicien juridique	PTPLEIN		Other
MONTREAL	20541	Viau	Shila	2016-01-04	Non-Lawyer consultant	Autres facturables/Technicien juridique	PTPLEIN	2015-04-15	Other
MONTREAL	20117	Bilodeau	François-Xavier	2014-09-02	Non-Lawyer consultant	Autres facturables/Traducteur-Réviser	PTPLEIN		Translator
MONTREAL	10153	Chevalier	Nathalie	2000-09-05	Non-Lawyer consultant	Autres facturables/Traducteur-Réviser	PTPLEIN		Translator
MONTREAL	16070	Chouteau	Bernard	2005-07-04	Non-Lawyer consultant	Autres facturables/Traducteur-Réviser	PTPLEIN		Translator
MONTREAL	16019	Duhamel Gendr	Catherine	2005-05-02	Non-Lawyer consultant	Autres facturables/Traducteur-Réviser	PTPLEIN		Translator
MONTREAL	10276	Ferron-Saunier	Denise	1999-07-19	Non-Lawyer consultant	Autres facturables/Traducteur-Réviser	PTPLEIN		Translator
MONTREAL	10586	Marcoux	Renée	2000-04-25	Non-Lawyer consultant	Autres facturables/Traducteur-Réviser	PTPLEIN		Translator
MONTREAL	10730	Pourbaix	Yannick	1996-04-01	Non-Lawyer consultant	Autres facturables/Traducteur-Réviser	PTPLEIN		Translator
MONTREAL	17045	Trudeau	Mathieu	2008-09-08	Non-Lawyer consultant	Autres facturables/Traducteur-Réviser	PTPLEIN		Translator
MONTREAL	17052	Rainville	Sonia	2008-09-29	Notary	M-NOTAIRE-A	Notaire		Notary
MONTREAL	20145	Marcoux	Sébastien	2014-09-29	Notary	M-NOTAIRE	Notaire		Notary



## *Attestation*

D'ASSURANCE RESPONSABILITÉ PROFESSIONNELLE

### **ORDRE DES TRADUCTEURS, TERMINOLOGUES ET INTERPRÈTES AGRÉÉS DU QUÉBEC**

Nom et prénom de l'assuré : Yannick Pourbaix  
Prise d'effet : 1<sup>er</sup> avril 2016  
Date d'expiration : 31 mars 2017  
Limites de garantie : 1 000 000 \$ par sinistre  
Franchise : Aucune

#### ***Assureur***

La Capitale assurances générales inc.  
625, rue St-Amable, 8<sup>e</sup> étage  
C.P. 17100  
Québec (Québec) G1K 9E2

Nous certifions que l'assuré mentionné en titre, membre en règle de l'Ordre des traducteurs, terminologues et interprètes agréés du Québec, a adhéré au programme d'assurance responsabilité professionnelle et est assuré en vertu de la police d'assurance de responsabilité professionnelle de l'Ordre émise par La Capitale assurances générales inc., et ce, jusqu'à concurrence des limites et franchise mentionnées ci-dessus.

Note : Cette attestation est émise à titre d'information seulement. Les conditions de la police numéro 14024131-005, émise par La Capitale assurances générales inc., prévaudront en toute circonstance.

Signée à Québec le 21 mars 2016



Directeur principal  
Assurance des entreprises

## CONDITIONS PARTICULIÈRES<sup>1</sup>



Fonds d'Assurance  
Responsabilité  
Professionnelle  
de la Chambre des  
Notaires du Québec

**POLICE D'ASSURANCE:** 2017-M1082-0001

**Remplace la police d'assurance:**

ARTICLE 1	Assuré désigné :	Me Sébastien Marcoux
ARTICLE 1A	S.A.R.L. :	FASKEN MARTINEAU DUMOULIN S.E.N.C.R.L., S.R.L. (3347340211) <sup>2</sup>
ARTICLE 2	Adresse de l'Assuré désigné :	Fasken Martineau DuMoulin 800, Place Victoria, bur. 3700 Montréal (Québec) H4Z 1E9
ARTICLE 3	Période d'assurance :	du 01-01-2017 au 01-01-2018 à: 00:01 heure normale à l'adresse de l'assuré désigné sans tacite reconduction.
ARTICLE 4	Limite de garantie par sinistre incluant la franchise : Limite de garantie par période d'assurance :  EXCEPTION RELATIVE À L'ASSURANCE DÉTOURNEMENT :   PARTICULARITÉS PROPRES AUX NOTAIRES EXERÇANT EN S.A.R.L. :	2 000 000 \$  La limite de garantie par sinistre est sujette à une limite cumulative par période d'assurance de 4 000 000 \$.  Dans les cas couverts par l'article 2.03A de la présente police, la limite de garantie est de 1 000 000 \$ par sinistre, sujette à une limite cumulative par période d'assurance de 2 000 000 \$. Ces montants sont la limite maximale par sinistre et par période d'assurance: ils ne s'additionnent pas aux montants indiqués aux paragraphes ci-dessus.  A) Les montants de la limite sont soumis aux seuils minimaux établis par le Règlement sur l'exercice de la profession de notaire en société.  B) La limite par sinistre et par période d'assurance indiquée ci-haut inclut, au delà du premier 1 000 000 \$, une limite excédentaire attribuée prioritairement à la responsabilité de la S.A.R.L., de 1 000 000 \$.
ARTICLE 5	Franchise par sinistre :  EXCEPTION : Pour toute réclamation concernant un dossier nécessitant la rédaction, la réception ou la publication d'un acte de correction ou nécessitant l'intervention du tribunal pour procéder à telle correction :	0 \$   3 000 \$ par sinistre
ARTICLE 6	Coût de la contribution :	3 885,00 \$ (avant taxe et en devise canadienne)  Ce montant peut être modifié en tout temps.
ARTICLE 7	Avis à l'assureur :	doivent être donnés au : Fonds d'assurance-responsabilité professionnelle de la Chambre des notaires du Québec 1200 avenue McGill College bureau 1500 Montréal (Québec) H3B 4G7

**AVIS :** Les Conditions particulières doivent être lues de concert avec les Conditions générales et la brochure explicative intitulée « Renseignements sur le régime collectif d'assurance-responsabilité professionnelle de la Chambre des notaires du Québec – Programme » pour la période d'assurance concernée. Les Conditions générales comportent un certain nombre de limitations et d'exclusions qui restreignent la garantie. Les avenants et les annexes à être émis sont réputés faire partie intégrante du présent contrat.

**FONDS D'ASSURANCE-RESPONSABILITÉ PROFESSIONNELLE  
DE LA CHAMBRE DES NOTAIRES DU QUÉBEC**

**Jacques L'Abbé, directeur général**

<sup>1</sup> Voir Conditions générales (éd. Janvier 2017)

<sup>2</sup> Au début de la période d'assurance, la S.A.R.L. porte le nom ou la dénomination qui apparaît ici. Ceci est susceptible de changer au cours de la période d'assurance. En tout temps, la S.A.R.L. assurée est celle qui répond à la description qui en est faite à l'article 1.11 de la présente police, et ce, quelque soit son nom ou sa dénomination.

## CONDITIONS PARTICULIÈRES<sup>1</sup>



Fonds d'Assurance  
Responsabilité  
Professionnelle  
de la Chambre des  
Notaires du Québec

**POLICE D'ASSURANCE:** 2017-R0052-0002

**Remplace la police d'assurance:** 2017-R0052-0001

ARTICLE 1	Assuré désigné :	Me Sonia Rainville
ARTICLE 1A	S.A.R.L. :	FASKEN MARTINEAU DUMOULIN S E N C R L, S R L (3347340211) <sup>2</sup>
ARTICLE 2	Adresse de l'Assuré désigné :	Fasken, Martineau, Dumoulin 800, Place Victoria, bur. 3700, C.P. 242 Montréal (Québec) H4Z 1E9
ARTICLE 3	Période d'assurance :	du 01-01-2017 au 01-01-2018 à: 00:01 heure normale à l'adresse de l'assuré désigné sans tacite reconduction.
ARTICLE 4	Limite de garantie par sinistre incluant la franchise :	3 500 000 \$
	Limite de garantie par période d'assurance :	La limite de garantie par sinistre est sujette à une limite cumulative par période d'assurance de 7 000 000 \$.
	EXCEPTION RELATIVE À L'ASSURANCE DÉTOURNEMENT :	Dans les cas couverts par l'article 2.03A de la présente police, la limite de garantie est de 1 000 000 \$ par sinistre, sujette à une limite cumulative par période d'assurance de 2 000 000 \$. Ces montants sont la limite maximale par sinistre et par période d'assurance: ils ne s'additionnent pas aux montants indiqués aux paragraphes ci-dessus.
	PARTICULARITÉS PROPRES AUX NOTAIRES EXERÇANT EN S.A.R.L. :	A) Les montants de la limite sont soumis aux seuils minimaux établis par le Règlement sur l'exercice de la profession de notaire en société B) La limite par sinistre et par période d'assurance indiquée ci-haut inclut, au delà du premier 1 000 000 \$, une limite excédentaire attribuée prioritairement à la responsabilité de la S.A.R.L., de 1 000 000 \$.
ARTICLE 5	Franchise par sinistre :	0 \$
	EXCEPTION :	
	Pour toute réclamation concernant un dossier nécessitant la rédaction, la réception ou la publication d'un acte de correction ou nécessitant l'intervention du tribunal pour procéder à telle correction :	3 000 \$ par sinistre
ARTICLE 6	Coût de la contribution :	3 970.00 \$ (avant taxe et en devise canadienne) Ce montant peut être modifié en tout temps.
ARTICLE 7	Avis à l'assureur :	doivent être donnés au : Fonds d'assurance-responsabilité professionnelle de la Chambre des notaires du Québec 1200 avenue McGill College bureau 1500 Montréal (Québec) H3B 4G7

**AVIS :** Les Conditions particulières doivent être lues de concert avec les Conditions générales et la brochure explicative intitulée « Renseignements sur le régime collectif d'assurance-responsabilité professionnelle de la Chambre des notaires du Québec – Programme » pour la période d'assurance concernée. Les Conditions générales comportent un certain nombre de limitations et d'exclusions qui restreignent la garantie. Les avenants et les annexes à être émis sont réputés faire partie intégrante du présent contrat.

**FONDS D'ASSURANCE-RESPONSABILITÉ PROFESSIONNELLE  
DE LA CHAMBRE DES NOTAIRES DU QUÉBEC**

Jacques L'Abbé, directeur général

<sup>1</sup> Voir Conditions générales (éd. Janvier 2017)

<sup>2</sup> Au début de la période d'assurance, la S.A.R.L. porte le nom ou la dénomination qui apparaît ici. Ceci est susceptible de changer au cours de la période d'assurance. En tout temps, la S.A.R.L. assurée est celle qui répond à la description qui en est faite à l'article 1.11 de la présente police et ce, quel que soit son nom ou sa dénomination.

## **POLICE D'ASSURANCE**

### **CONDITIONS PARTICULIÈRES**

- 1 - **Assuré désigné :**
- 2 - **Adresse :**
- 3 - **Période d'assurance :**
- 4 - **Limites de garantie par Sinistre :**  
**Garanties A et B :** 10 000 000 \$ sous réserve d'une limitation de :
  - 1 000 000 \$ pour l'exercice interjuridictionnel (voir 2.02.1)
  - 1 000 000 \$ pour l'indemnagement de biens confiés à l'Assuré (voir 2.02.2)
  - 1 000 000 \$ pour le titulaire d'un permis spécial ou conseiller en la (voir 2.02.3)  
**Garanties C – a) :** 1 000 000 \$  
**C – b) :** 1 000 000 \$
- 5 - **Coût de participation :** Fixé par résolution du Conseil d'administration du Barreau du Québec
- 6 - **Avis à l'Assureur :** doivent être donnés à la:  
  
Directrice générale  
Fonds d'assurance responsabilité  
professionnelle du Barreau du Québec  
445, boulevard St-Laurent, bureau 300  
Montréal (Québec) H2Y 3T8

**FONDS D'ASSURANCE RESPONSABILITÉ  
PROFESSIONNELLE DU BARREAU DU QUÉBEC**

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Directrice générale

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# POLICE STANDARD D'ASSURANCE RESPONSABILITÉ PROFESSIONNELLE OBLIGATOIRE DU BARREAU DU QUÉBEC

## CHAPITRE I - DÉFINITIONS

Les termes suivants et apparaissant en caractères gras dans le présent contrat doivent être interprétés dans le sens suivant:

**1.01 – ASSUREUR :** Le Barreau du Québec par la seule entremise du **Fonds d'assurance** créé à cette fin.

**1.02 – FONDS D'ASSURANCE :** Le Fonds d'assurance responsabilité professionnelle du Barreau du Québec, tel que constitué par le Barreau du Québec et régi par la *Loi sur les assurances*, RLRQ, c. A-32.

**1.03 – ASSURÉ :** L'Assuré désigné à l'article 1 des Conditions particulières et ses héritiers légaux ou ayants cause, ainsi que la S.A.R.L.

### 1.04 – SERVICES PROFESSIONNELS :

- a) Lorsque l'Assuré désigné est inscrit au Tableau de l'ordre sans être titulaire d'un permis spécial ou sans être admis à titre de conseiller en loi :

tous les services qui ont été rendus ou qui auraient dû être rendus par l'Assuré désigné, directement ou indirectement, dans le seul exercice de la profession d'avocat, en tant que membre en règle du Barreau du Québec et non exempté de l'obligation de souscrire au Fonds d'assurance;

- b) Lorsque l'Assuré désigné est inscrit au Tableau de l'ordre et est titulaire d'un permis spécial ou est admis à titre de conseiller en loi et non exempté de l'obligation de souscrire au **Fonds d'assurance** :

seuls les services autorisés en vertu de ce permis ou à ce titre qui ont été rendus ou qui auraient dû être rendus au Québec par l'Assuré désigné.

**1.05 – COURTAGE IMMOBILIER :** Servir d'intermédiaire entre deux ou plusieurs parties à une transaction immobilière dans le but de retirer une commission sur le montant de la transaction.

**1.06 – PÉRIODE D'ASSURANCE :** La période stipulée à l'article 3 des Conditions particulières de la police et, dans le cas d'un renouvellement sans interruption, toute période d'assurance antérieure consécutive et ininterrompue auprès de l'Assureur.

**1.07 – SINISTRE :** Une ou plusieurs **Réclamations** résultant des mêmes circonstances ou des mêmes événements à l'occasion de **Services professionnels** rendus ou qui auraient dû l'être à une ou plusieurs personnes.

**1.08 – SOCIÉTÉ :** Tout groupe, qui n'est pas une S.A.R.L., constitué de l'Assuré désigné et d'un ou de plusieurs autres membres du Barreau du Québec et/ou d'une Law Society d'une province ou territoire du Canada qui se présentent au public comme associés peu importe que cette société existe légalement ou non.

**1.08.1 – SOCIÉTÉ À RESPONSABILITÉ LIMITÉE, (ici nommée S.A.R.L.) :** La société par actions ou la société en nom collectif à responsabilité limitée au sens du chapitre VI.3 du *Code des professions*, RLRQ, c. C-26, dûment constituée, au sein de laquelle l'Assuré désigné est ou a été autorisé à exercer ses activités professionnelles conformément à ce chapitre et conformément au *Règlement sur l'exercice de la profession d'avocat en société et en multidisciplinarité*, RLRQ, c. B-1, r. 9.

### 1.09 – RÉCLAMATION :

- a) Toute demande monétaire verbale ou écrite,  
b) toute allégation verbale ou écrite,

reçue par l'Assuré et ayant trait au défaut de rendre ou à une erreur ou omission en rendant des **Services professionnels** en ce qui concerne la Garantie A et la Garantie B, ou ayant trait à un détournement de sommes devant être déposées dans un compte en fidéicommiss en ce qui concerne la Garantie C.

### 1.10 – RÉCLAMATION PRÉSENTÉE :

- a) Toute **Réclamation** faite à l'Assuré, ou  
b) tous faits et circonstances pouvant donner lieu à une **Réclamation** contre l'Assuré

dont avis a été donné par l'Assuré conformément à l'article 3.01 du chapitre III - Dispositions générales. Si plusieurs **Réclamations** résultent des mêmes circonstances ou des mêmes événements, ces **Réclamations** seront réputées avoir été présentées à la date du premier avis.

Si pendant la période d'assurance indiquée à l'article 3 des Conditions particulières, avis est donné à l'Assureur de faits ou de circonstances pouvant engager la responsabilité de l'Assuré et qu'une poursuite n'est logée qu'après l'expiration de cette période, l'Assureur considérera que la **Réclamation** a été présentée au cours de la période où l'avis a été donné.

### 1.11 – DOMMAGES : Les dommages compensatoires.

**1.12 – DOMMAGE MATÉRIEL :** Tout **Domage** résultant notamment de l'endommagement, la destruction, le vol, la disparition (inexpliquée ou non) ou la perte d'un **Bien**, incluant la privation de sa jouissance.

**1.13 – BIEN :** Tout bien incluant une somme d'argent, un titre ou une valeur.

## CHAPITRE II - NATURE ET ÉTENDUE DE LA GARANTIE

**2.01 - ENGAGEMENT DE L'ASSUREUR :** Seules sont couvertes les **Réclamations** qui sont **présentées** à l'Assureur pour la première fois pendant la durée du contrat ou de toute prolongation de celui-ci aux termes du présent contrat.

En ce qui concerne la S.A.R.L., seules sont couvertes les **Réclamations** **présentées** découlant de **Services professionnels** rendus ou qui auraient dû être rendus au sein de la S.A.R.L., ou de la société en nom collectif qu'elle continue conformément à l'article 187.16 du *Code des professions*, RLRQ, c. C-26.

Sous réserve des conditions du présent contrat, sur la foi des déclarations et en considération du montant prévu à l'article 5 des Conditions particulières, l'Assureur s'engage:

### GARANTIE A – RESPONSABILITÉ DE L'ASSURÉ :

à payer pour le compte de l'Assuré tout montant que ce dernier sera légalement tenu de payer à des tiers à titre de **Dommages** en vertu d'un jugement rendu ou d'un règlement effectué en vue d'éviter une poursuite ou un jugement, et en raison d'une **Réclamation** **présentée** pendant la **Période d'assurance** et résultant de **Services professionnels** ou de la perception du compte afférent de l'Assuré.

### GARANTIE B - RESPONSABILITÉ DE L'ASSURÉ DÉSIGNÉ À TITRE DE MEMBRE OU EMPLOYÉ D'UNE SOCIÉTÉ :

à payer pour le compte de l'Assuré désigné tout montant que ce dernier sera légalement tenu de payer à des tiers à titre de **Dommages** en vertu d'un jugement rendu ou d'un règlement effectué en vue d'éviter une poursuite ou un jugement, et en raison d'une **Réclamation** **présentée** pendant la **Période d'assurance** et résultant des mêmes **Services professionnels** si cette **Réclamation** est faite:

- a) conjointement ou solidairement contre l'Assuré désigné et un ou d'autres membres de la Société,
- b) contre l'Assuré désigné et la Société,
- c) contre la Société elle-même,
- d) contre l'Assuré désigné uniquement parce qu'il est ou a été membre d'une Société ou d'une S.A.R.L., à l'égard de **Services professionnels** qui ont été rendus ou qui auraient dû être rendus par un autre membre de cette Société ou de cette S.A.R.L.

### GARANTIE C – ASSURANCE DÉTOURNEMENT ET FRAIS JURIDIQUES OCCASIONNÉS PAR CES DÉTOURNEMENTS :

- a) à payer pour le compte de l'Assuré désigné, à la condition qu'il n'en soit ni l'auteur ni le complice, toute somme que ce dernier sera légalement tenu de payer à des tiers pour une perte financière découlant de détournement de sommes devant être déposées dans un compte en fidéicommissé par un membre ou un employé de la Société, à l'occasion de **Services professionnels**.

La présente garantie ne s'applique qu'à la partie du détournement qui ne peut faire l'objet d'une indemnisation par le Fonds d'indemnisation du Barreau du Québec.

- b) à acquitter ou rembourser les frais raisonnables d'enquête, de défense, de transaction ou de règlement pouvant mettre en jeu le paragraphe a) de la Garantie C et engagés avec le consentement de l'Assureur.

**2.02 - LIMITATION DE GARANTIE :** La garantie par Sinistre est limitée au montant stipulé à l'article 4 des Conditions particulières et ce, quel que soit le nombre de membres dans la S.A.R.L. Ni la pluralité d'Assurés ni la pluralité de personnes physiques ou morales présentant des **Réclamations** n'augmenteront la Limite de garantie de l'Assureur par Sinistre;

- a) si une ou plusieurs **Réclamations** résultant des mêmes **Services professionnels** sont faites :

- i) contre l'Assuré désigné et contre un ou plusieurs membres d'une société à laquelle il appartient ou à laquelle il a déjà appartenu, assurés en vertu d'un autre contrat émis par l'Assureur couvrant les mêmes circonstances ou événements,

ou

- ii) contre plus d'un Assuré

il ne pourra y avoir cumul de la Limite de garantie offerte par le présent contrat et celles offertes par ces autres contrats. Dans une telle hypothèse, la Limite de garantie applicable sera la plus élevée de celles de tous les contrats invoqués.

- b) si une ou plusieurs **Réclamations** résultant des mêmes **Services professionnels** sont faites :

- i) contre l'Assuré et
- ii) contre un avocat pratiquant seul ou contre un ou plusieurs avocats membres d'une société à laquelle il n'appartient pas et n'a jamais appartenu, assurés en vertu d'un autre contrat émis par l'Assureur couvrant les mêmes circonstances ou événements,

alors la Limite de garantie offerte par un tel contrat s'appliquera séparément à un tel avocat pratiquant seul ou à une telle société.

**2.02.1 - LIMITATION INTERJURIDICTIONNELLE :** La garantie par Sinistre est limitée à 1 000 000 \$ pour une **Réclamation** faite contre un Assuré, sujet à un montant de garantie excédentaire de 1 000 000 \$ pour une **Réclamation** faite contre une S.A.R.L., et ce, quel que soit le nombre de membres dans la S.A.R.L., pour les **Réclamations**:

- a) découlant des **Services professionnels** rendus ou qui auraient dû être rendus par l'Assuré désigné à l'extérieur du Québec en sa qualité de membre en règle du Barreau du Québec;
- b) découlant des **Services professionnels** rendus ou qui auraient dû être rendus par l'Assuré au Québec et faisant l'objet de toute poursuite intentée hors du Québec et de tout jugement étranger ou de tout jugement en reconnaissance d'un jugement étranger;
- c) que l'Assuré désigné, en sa qualité d'associé, est légalement tenu de payer en vertu d'un jugement rendu hors du Québec, et découlant de **Services professionnels** rendus ou qui auraient dû être rendus par un membre assuré du Barreau du Québec ou par un membre d'une Law Society d'une autre province ou d'un territoire du Canada ou
- d) que l'Assuré désigné, en sa qualité d'associé, est légalement tenu de payer en vertu d'un jugement rendu au Québec et découlant de **Services professionnels** rendus ou qui auraient dû être rendus par un membre d'une Law Society d'une autre province ou d'un territoire du Canada;

- e) découlant de toute poursuite intentée hors du Québec et de tout jugement étranger ou de tout jugement en reconnaissance d'un jugement étranger découlant de **Services professionnels** rendus ou qui auraient dû être rendus par un membre assuré du Barreau du Québec ou par un membre d'une Law Society d'une autre province ou d'un territoire du Canada.

**2.02.2 - LIMITATION RELATIVE À L'ENDOMMAGEMENT DE BIENS CONFIES À UN ASSURÉ :** La garantie par Sinistre est limitée à 1 000 000 \$ pour une **Réclamation** faite contre un Assuré, sujet à un montant de garantie excédentaire de 1 000 000 \$ pour une **Réclamation** faite contre une S.A.R.L., et ce, quel que soit le nombre de membres dans la S.A.R.L., pour toute **Réclamation** découlant d'un **Dommage matériel** à un Bien confié à l'Assuré à quelque titre que ce soit.

**2.02.3 - LIMITATION RELATIVE AUX PERMIS SPÉCIAUX ET CONSEILLERS EN LOI :** La garantie par Sinistre est limitée à 1 000 000 \$ pour une **Réclamation** faite contre un Assuré, sujet à un montant excédentaire de 1 000 000 \$ pour une **Réclamation** faite contre une S.A.R.L., et ce, quel que soit le nombre de membres dans la S.A.R.L., pour une **Réclamation** découlant de **services professionnels** visés à l'article 1.04 b).

Si la **Réclamation** présentée est à la fois couverte par le présent article et la **GARANTIE C** du présent contrat, il ne pourra y avoir cumul des Limites de garantie offertes par ces deux dispositions.

**2.03 - GARANTIES SUBSIDIAIRES :** En regard de la garantie offerte par le présent contrat, l'Assureur s'engage en outre:

- a) à prendre en charge la défense de l'Assuré en cas de poursuites recherchant à tort ou à raison sa responsabilité civile en raison d'un **Sinistre** couvert;
- b) à payer la prime de tout cautionnement exigé pour obtenir mainlevée de saisie ou droit d'appel dans la défense d'une poursuite contestée pourvu que le montant du cautionnement n'excède pas le montant de la garantie, sans pour autant être tenu de demander, d'obtenir ou de fournir de tels cautionnements;
- c) à acquitter en sus de la Limite de garantie, les intérêts sur le montant de la garantie et les frais taxables payables à des tiers;
- d) à acquitter ou rembourser:
  - i) les frais d'enquête, de défense, de transaction ou de règlement se rapportant à toute **Réclamation** pouvant mettre la garantie en jeu et engagés avec le consentement de l'Assureur;
  - ii) les honoraires établis par l'Assureur et les dépenses raisonnables engagées par l'Assuré, à la demande expresse de l'Assureur en raison d'un **Sinistre** couvert.

Cependant les obligations de l'Assureur envers l'Assuré en vertu de cet article 2.03 cessent dès que les Limites de la garantie seront atteintes par suite de paiements faits en vertu d'un jugement ou d'un règlement. L'Assureur est alors tenu aux intérêts et frais encourus jusqu'à cette date.

**2.04 – EXCLUSIONS :** Le présent contrat ne s'applique pas à une **Réclamation** ou partie d'une **Réclamation**:

- a) dont l'Assuré avait connaissance avant la **Période d'assurance**;
- b) découlant de circonstances dont l'Assuré avait connaissance avant la **Période d'assurance** et qui étaient susceptibles de donner lieu à une **Réclamation**;
- c) faite par toute entreprise ou corporation qui appartient à part entière à l'Assuré ou dans laquelle l'Assuré est un associé, ou qui est contrôlée, opérée ou gérée par l'Assuré. Pour les fins de cette exclusion, «l'Assuré» inclut toute personne ou société liée avec l'Assuré dans sa pratique professionnelle;
- d) découlant des actes ou omissions d'un Assuré à titre de dirigeant ou d'administrateur;
- e) découlant d'actes frauduleux, malhonnêtes, criminels ou encore de fausses déclarations ou fausses représentations faites sciemment par l'Assuré ou de toute autre faute intentionnelle, que l'Assuré ait ou non voulu causer un dommage; cependant lorsque la demande découlant d'une telle **Réclamation** alléguant uniquement ce que ci-dessus mentionné se termine et que :
  - aucun paiement n'est requis de l'Assuré; et
  - aucun acte frauduleux, malhonnête ou criminel ou encore fausses déclarations ou fausses représentations faites sciemment par l'Assuré ni aucune faute intentionnelle, que l'Assuré ait ou non voulu causer un dommage, n'est imputé à l'Assuré,

l'Assureur remboursera rétroactivement les sommes raisonnables engagées par l'Assuré au titre de sa défense.

En tout état de cause, la présente exclusion ne s'applique pas à tout Assuré qui n'en est pas l'auteur ni le complice;

- f) pour le paiement par l'Assuré d'amendes, pénalités, dommages punitifs ou exemplaires;
- g) découlant du **Courtage immobilier**. Cependant cette exclusion ne s'applique pas aux **Services professionnels** autres rendus ou qui auraient dû être rendus en marge d'une telle transaction;
- h) découlant du fait que l'Assuré n'a pas dévoilé l'identité de son mandant ou déclaré que celui-ci était insolvable, mineur ou placé sous un régime de protection alors que l'Assuré en avait connaissance; cependant la présente exclusion ne s'applique pas à tout Assuré qui agit dans le cadre d'un mandat manifeste;
- i) pour le remboursement des honoraires professionnels de l'Assuré, ou de la Société dont il est ou il a été membre ou qui l'emploie ou l'a employé;
- j) découlant de tout conseil, opinion ou service en matière de placement, investissement ou opération de change; cependant cette exclusion ne s'applique pas aux **Services professionnels** autres rendus ou qui auraient dû être rendus en marge de tel placement, investissement ou opération;
- k) découlant des actes ou omissions de l'Assuré à titre de membre d'un comité de retraite établi en vertu de la *Loi sur les régimes complémentaires de retraite*, RLRQ, c. R-15.1 ou de tout autre comité de même nature;

- l) découlant de toute erreur ou omission de l'Assuré commise dans l'exercice de ses fonctions alors qu'il fait l'objet d'un engagement ou d'une obligation d'un employeur ou d'un organisme de s'en porter garant, de prendre son fait et cause ou de répondre financièrement pour l'Assuré qui se trouve dans l'une ou l'autre des situations décrites à l'article 2 du *Règlement sur la souscription obligatoire au Fonds d'assurance responsabilité professionnelle du Barreau du Québec*, RLRQ, c. B-1, r. 20.

## CHAPITRE III - DISPOSITIONS GÉNÉRALES

**3.01 - AVIS À L'ASSUREUR :** Dès qu'il en a eu connaissance, l'Assuré est tenu de déclarer par écrit à l'Assureur tout fait ou circonstance pouvant donner ouverture à une Réclamation et ce dans les meilleurs délais. Il doit de même lui transmettre, sans délai, toute Réclamation reçue par lui.

Dans l'hypothèse où un avis de Réclamation qui est donné conformément à l'article 3.01 durant la période d'assurance spécifiée à l'article 3 des Conditions particulières concerne une Réclamation connue de l'Assuré avant l'entrée en vigueur de cette période, mais alors qu'il était assuré en vertu d'un contrat émis par l'Assureur, l'Assureur offrira tout de même les garanties d'indemnisation et les garanties subsidiaires mais ce, aux limites et conditions qui étaient en vigueur auprès de l'Assureur à la date de cette connaissance.

Nonobstant ce qui précède, le retard à transmettre ou le défaut de donner l'avis requis par cette clause est cause de déchéance des droits de l'Assuré si la violation de cette obligation a causé préjudice à l'Assureur.

**3.02 - FORME DES AVIS :** Tout avis de l'Assuré à l'Assureur sera donné par écrit à l'adresse indiquée à l'article 6 des Conditions particulières ou, le cas échéant, à toute autre adresse notifiée à l'Assuré par écrit.

Tout avis de l'Assureur à l'Assuré désigné sera donné par écrit et envoyé à la dernière adresse indiquée au Tableau de l'Ordre ou à toute autre adresse dont l'Assureur aura été avisé par écrit.

**3.03 – COLLABORATION :** L'Assuré doit apporter son concours à l'Assureur, à la demande de celui-ci, en matière d'enquête, de règlement ou de défense d'une Réclamation. Il ne doit pas reconnaître volontairement de responsabilité et il doit s'abstenir, sauf consentement de l'Assureur, d'offrir ou d'effectuer tout règlement et d'engager toute dépense.

**3.04 - ENQUÊTE, DÉFENSE ET RÈGLEMENT :** L'Assureur se réserve le droit d'agir à sa guise en matière d'enquête et de négociations avec les tiers, mais il ne pourra conclure de règlement sans le consentement de l'Assuré.

L'Assureur se réserve également le droit de prendre en charge et de diriger, au nom de l'Assuré, la contestation de toute poursuite.

En cas de refus de l'Assuré d'autoriser un règlement raisonnable proposé par l'Assureur et au gré du réclamant, la conduite de la défense sera dès lors à la charge de l'Assuré; la responsabilité de l'Assureur se limitant au montant du règlement qui aurait pu être effectué, aux intérêts sur cette somme et aux frais engagés jusqu'au moment du refus susdit.

**3.05 - PLURALITÉ D'ASSURANCES :** S'il existe plusieurs assurances de même portée, en vigueur et applicables à une Réclamation présentée, le présent contrat ne produira ses effets qu'en proportion de la totalité des assurances en vigueur et jusqu'à concurrence du Sinistre.

Si la Réclamation présentée est couverte à la fois par le présent contrat et un contrat antérieur annulé ou expiré mais dont l'Assuré peut encore invoquer le bénéfice, le présent contrat ne contribuera qu'en excédent des contrats antérieurs et en autant qu'il est nécessaire pour atteindre la Limite de garantie stipulée à l'article 4 des Conditions particulières.

Si la Réclamation présentée est visée par une limitation prévue à l'article 2.02.1 du présent contrat, ce dernier ne contribuera qu'en excédent de tout autre contrat applicable et en autant qu'il est nécessaire pour atteindre le montant total de la limitation applicable.

**3.06 – SUBROGATION :** À concurrence du montant payé en vertu du présent contrat, l'Assureur sera subrogé dans les droits et recours de l'Assuré. L'Assuré signera et livrera tout document requis par l'Assureur et nécessaire à l'exercice de ces droits et recours.

L'Assureur renonce à exercer tout recours subrogatoire contre un employé de l'Assuré sauf en cas d'actes frauduleux, malhonnêtes ou criminels ou d'une faute intentionnelle de la part de cet employé.

L'Assureur renonce à exercer tout recours subrogatoire contre un ou plus d'un membre du Barreau du Québec ou ses héritiers légaux et ayants cause, assurés en vertu d'un autre contrat similaire émis par l'Assureur sauf en cas d'actes frauduleux, malhonnêtes ou criminels ou d'une faute intentionnelle de la part de ce membre.

**3.07 - RECOURS DE L'ASSUREUR CONTRE L'ASSURÉ :** L'Assureur se réserve le droit d'exercer tout recours contre un Assuré:

- a) qui est l'auteur ou le complice d'actes frauduleux, malhonnêtes ou criminels ou d'une faute intentionnelle et en raison desquels il a dû effectuer le paiement; ou
- b) lorsqu'une violation du présent contrat par l'Assuré lui aura causé préjudice; ou
- c) lorsqu'il a dû effectuer le paiement d'une indemnité nonobstant le fait que cet Assuré n'avait pas droit au bénéfice de la couverture d'assurance.

**3.08 – MODIFICATIONS :** L'information donnée à l'Assureur ou à un de ses représentants ou la connaissance acquise par ceux-ci ou par toute autre personne ne saurait justifier une dérogation au présent contrat, ni constituer une renonciation empêchant l'Assureur de faire valoir tout droit que ce contrat lui accorde. Pour lier les parties, tout changement au présent contrat doit avoir été fait par écrit ou par voie d'avenant.

**3.09 - FAILLITE DE L'ASSURÉ :** La faillite ou la déconfiture de l'Assuré ne libère pas l'Assureur de ses obligations en vertu du présent contrat.



**3.10 – PROLONGATION :** Si l'Assuré désigné vient à mourir, est radié ou cesse, de façon définitive ou pour une période limitée, d'exercer sa profession ou poursuit l'exercice de sa profession tout en bénéficiant d'une exemption de souscrire au **Fonds d'assurance**, la garantie restera en vigueur indéfiniment et sans coût additionnel pour l'Assuré tant que le **Fonds d'assurance** existera.

Si l'Assuré désigné poursuit l'exercice de sa profession après avoir quitté la S.A.R.L., sans bénéficier d'une exemption de souscrire au **Fonds d'assurance**, la garantie applicable à la date du départ de l'Assuré désigné restera en vigueur indéfiniment et sans coût additionnel pour l'Assuré tant que le **Fonds d'assurance** existera.

**3.11 – RÉSILIATION :** L'Assureur ne peut résilier le contrat durant la **Période d'assurance**.

L'Assuré désigné peut, en tout temps, résilier la police au cours de la période d'assurance indiquée à l'article 3 des Conditions particulières mais il n'aura alors droit qu'au remboursement de l'excédent du Coût de participation convenu sur le Coût de participation acquis pour la période écoulée calculé d'après le Tableau de Résiliation court terme ci-dessous.

**TABLEAU DE RÉSILIATION COURT TERME**

	Pourcentage du coût de participation à retenir par le Fonds d'assurance sur la base du coût de participation annuel
<b>Mois de résiliation</b>	
<b>avril à juin</b>	<b>25 %</b>
<b>juillet à septembre</b>	<b>50 %</b>
<b>octobre à décembre</b>	<b>75 %</b>
<b>janvier à mars</b>	<b>100 %</b>

**3.12 - CHOIX DE LOI ET DE JURIDICTION :** Le présent contrat est régi par les lois du Québec et les parties conviennent que tout litige en découlant sera soumis à la juridiction exclusive des autorités québécoises.

**EN FOI DE QUOI,** l'Assureur a signé ce contrat au jour désigné aux Conditions particulières.

**FONDS D'ASSURANCE RESPONSABILITÉ  
PROFESSIONNELLE DU BARREAU DU QUÉBEC**

APPENDIX E

PROFESSIONAL SERVICES PROVIDED RELATING TO NON-CANADIAN LAW &  
PROFESSIONAL SERVICES PROVIDED IN THE U.S. & OUTSIDE OF CANADA

Name of Firm: Fasken Martineau DuMoulin LLP

1. Professional Services Provided by Canadian Lawyers Relating to Non-Canadian Law

Please provide the following information on lawyers primarily resident in Canada who provide Professional Services relating to non-Canadian law (not including those which are incidental to the practice of Canadian law). Please only report on lawyers with more than 5% of docketed time in this category.

Name of Lawyer	Location of Office	% of Docketed Time Relating to Non-Canadian Law
N/A		
See note Annex "B" attached.		

2. Professional Services Provided by Canadian Lawyers from a U.S. Office

Please provide the following information on lawyers primarily resident in Canada who provide Professional Services part time in an office or branch of the Firm located in the United States. Please only report on lawyers with more than 5% of docketed time in this category.

Name of Lawyer	Location of Office	% of Docketed Time in the U.S. Office

3. Professional Services Provided by Offices Outside of Canada

Please provide the following information on all lawyers reported in Appendix B under the "Outside of Canada" column.

Location of Office	# of Lawyers Practise 100% Canadian Law	# of Lawyers Practise 100% Non-Canadian Law	# of Lawyers Practise both Canadian & Non-Canadian Law

FASKEN MARTINEAU  
FIRM-WIDE

**ANNEX «B »**  
**DISCLOSURE TO APPENDIX « E »**

*1. Professional Services Provided by Canadian Lawyers Relating to Non-Canadian Law Please provide the following information on lawyers primarily resident in Canada who provide Professional Services relating to non-Canadian law (not including those which are incidental to the practice of Canadian law). Please only report on lawyers with more than 5% of docketed time in this category.*

We regularly represent foreign clients with respect to Canadian law who insist in their mandate letters that we submit our contract for professional services to the application of foreign laws and/or to the authority of foreign courts.”

**APPENDIX "F"**  
**FASKEN MARTINEAU - QUÉBEC REGION**  
**SCHEDULE OF CLAIMS AND NOTICES AS OF MARCH 27th, 2017**

CLLAS#	FMD#	FARBO#	AVOCAT RESP. MFS or DL	DATE OUVERTURE DOSSIER	NOM FAMILLE Avocat	PRÉNOM Avocat	RÉCLAMANT	NATURE DOSSIER	MONTANT RÉCLAM.	ACTION	DATE FERMETURE CLLAS	DATE FERMETURE FMD	COMMENTS CLLAS	STATUT DU DOSSIER (réfinitifs)
2003-059	900000.00174		MFS	23 oct. 2002	Lachance	Denis	Richard Ratche/Marianne Messier	Misleading representations that he agreed to the dismissal of his claim			July 25, 2006		83242017: Mr. Ratche has re-opened the file. The FARBO has mandated an attorney to defend the claims which Court has described as abusive on numerous occasions.  24032017: M. Ratche a ré-ouvert le dossier. Le FARBO a mandaté un avocat pour défendre la cause. La Cour a décrit ses demandes comme abusives à plusieurs occasions.	
2006-099	900000.00219		MFS	2 mars 2008	Valancourt-Chatillon	Louise	Rights and Accountability in Development (RAID)	Opinion rapportée dans le site web de RAID subéquemment retirée.			10 févr. 2010		8410113 - Handle by Toronto office sent to D. Milner et B. Harrison. Please transfer on Toronto's list. 832417: A letter will be sent to CLLAS Re: time barred.  8410113 - Ce dossier a été transféré au bureau de Toronto à D. Milner et B. Harrison. 240317: Une lettre sera transmise à CLLAS demandant de fermer le dossier. Re: prescription	
2012-021	900000.00270	11-0400	MFS	18 mars 2011	Dupuy Destauriers	Frédérique Pierre	Fondation du Centre des Femmes de Montréal	Me Pierre Destauriers avait mandat de faire le suivi avec l'entrepreneur général et celui-ci avait notamment pour mandat de s'assurer que tous les créanciers avaient été payés avant de procéder au paiement final en vertu du contrat.		Non	24 mars 2015		Fila closed. Would be time barred. 832417: This file should be closed. A letter has been sent to CLLAS on Jan. 4, 2017  230413 - aucun développement. 301613 - aucun développement 240317: Une lettre a été transmise à CLLAS le 4 jan. 17 demandant la fermeture de ce dossier	

**APPENDIX "F"**  
**FASKEN MARTINEAU - QUÉBEC REGION**  
**SCHEDULE OF CLAIMS AND NOTICES AS OF MARCH 27th, 2017**

CLAS S	FMD S	FARBO S	AVOCAT RESP. MFS ou DL	DATE OUVERTURE DU DOSSIER	NOM FAMILLE Avocat	PRÉCISE Avocat	RECLAMANT	NATURE DOSSIER	MONTANT RÉCLAM.	ACTION	DATE FERMETURE CLAS	DATE FERMETURE FMD	COMMENTS CLAS	STATUT DU DOSSIER (vérificateurs)
2012-053	900000.00272	n/a	DL	03/05/12 - Dossier o	Lapointe	Serge (agent brevets)	Institut Pasteur	Le 25 novembre 2009, Serge Lapointe reçoit de façon urgente instructions de l'Institut Pasteur de préparer et de déposer un brevet d'invention (No. CA 2,686,584) lequel brevet fut déposé le 27 novembre 2009. Le 27 octobre 2010, Serge Lapointe reçoit instructions de l'Institut Pasteur de retirer la demande de brevet CA 2,686,584. Le 4 novembre, Institut Pasteur informe Serge Lapointe de leur intention de garder la demande de brevet et de déposer au lieu un « PCT Application ». Le 28 novembre 2010, Serge Lapointe dépose un « PCT Application » ayant priorité sur la demande de brevet CA 2,686,584. Pour des raisons de sécurité, avant le retrait du CA 2,686,584, Serge Lapointe attend la confirmation du Bureau International que le CA 2,686,584 a été accepté dans le nouveau « PCT Application ». Sur réception de la confirmation, une demande de retrait a été préparée le 10 fév. 2011. Le 4 nov. 2011, Serge Lapointe remarque que le CA 2,686,584 n'a pas été retiré et a été publié le 27 mai 2011.	Indéterminé	Non		9402313 - Client wrote to us on April 16, 12 asking for an offer to settle. Awaiting your instructions. 21/03/14 - No further developments. May 7 2014 - No further developments 03/24/2017: Letter will be sent to close file. Re: Time barred. Nov 12 2014 - No further developments 03/24/2017: A letter will be sent to close file. Re: Time barred. 11/09/15 - Aucun développement additionnel 21/03/2016 - No further developments. 03/24/2017: A letter will be sent. Re: Time barred.	23/04/13 - Client nous a écrit le 16 avril 12 pour une offre de règlement. En attente des instructions de CLAS à cet égard. 21/03/14 - Aucun développement additionnel. 21/03/2016 - Aucun développement additionnel 24/03/2017: Une lettre sera transmise demandant la fermeture du dossier. Re: Prescription.	

**APPENDIX "F"**  
**FASKEN MARTINEAU - QUÉBEC REGION**  
**SCHEDULE OF CLAIMS AND NOTICES AS OF MARCH 27th, 2017**

CLIAS #	FMD #	AVOCAT RESP. MPS ou DL	DATE OUPERTURE DOSSIER	NOM FAMILLE Avocat	PRÉSIOM Avocat	RÉCLAMANT	NATURE DOSSIER	MONTANT RÉCLAM.	ACTION	DATE FERMETURE CLIAS	DATE FERMETURE FMD	COMMENTS CLIAS	STATUT DU DOSSIER (verticieux)
2012-077	900000.00274	DL	23 janv. 2011	Morissette	Erik	Joshua Wallace Bonnet	Mandat de l'Ordre des Traducteurs. Obtenir une injonction provisoire, interlocutoire et permanente afin d'empêcher M. Wallace d'agir en tant qu'administrateur de l'Ordre des traducteurs, terminologues et interprètes agréés du Québec, notre cliente M. Wallace a fait part de ses récriminations au syndic de notre ordre professionnel. Le 30 janvier 2012, le Syndic a rejeté la plainte.	Aucun	Non		24 mars 2015	2103/14 - No developments 2103/14 - Lettre to CLIAS, No developments. File closed. Would be time barred. 2403/15 - Lettre to CLIAS, no developments. 04/02/2017: Lettre sent to CLIAS And FABRO to close file.	2304/13 - aucun développement récent. Plainte rejetée 30/10/13 - aucun développements 2103/14 - Aucun développement. 02/04/17 - Lettres à CLIAS et au Barreau demandant la fermeture du dossier.
2012-107	900000.00276	MPS	23 févr. 2012	Chabillon	Pierre-Yves	Sigma Alpha Capital Inc.	Création de fonds d'investissements et inscriptions réelles. Normalement, Me Chabillon vérifie la délation de cette inscription et pour ce dossier il ne l'a pas fait. Les autorités réglementaires ont été informées et nous avons effectué les mesures correctives avec l'accord du client.	6 000 \$	Non	4 nov. 2014		04/23/13 - AMF elaborated on the request of penalty. Will be revised in April 2013 2103/14 - No developments since the withdraw of our client's name from the RENA on July 24 2013. No developments are expected 4/11/14 - Lettre to CLIAS re: o developments since the withdraw of our client's name from the RENA on July 24 2013. No developments are expected. File closed. Would be time barred. 20/12/15 - No development expected. 03/24/17: Lettre sent to CLIAS on Jan. 04, 2017, close file. Re Time barred.	2304/13 - Autorité des marchés financiers a pris en délibéré la demande de pénalité. Sera révisé en avril 2013 2103/14 - Aucun développement depuis le retrait du nom de notre client du RENA en date du 24 juillet 2013. Aucun développement attendu 20/12/2015 - Aucun développement attendu 2403/17 - Une lettre a été transmise à CLIAS le 4 jan. 2017 demandant la fermeture du dossier. Re Prescription.

**APPENDIX "F"**  
**FASKEN MARTINEAU - QUÉBEC REGION**  
**SCHEDULE OF CLAIMS AND NOTICES AS OF MARCH 27th, 2017**

CLAS #	FMD #	FARGO #	AVOCAT / RESP. MFS ou DL	DATE OUVERTURE DOSSIER	NOM FAMILLE Avocat	PRÉNOM Avocat	RÉCLAMANT	NATURE DOSSIER	MONTANT RÉCLAM.	ACTION	DATE FERMETURE CLAS	DATE FERMETURE FMD	COMMENTS CLAS	STATUT DU DOSSIER (verifications)
2012-176	900000.00282	12-0356	MFS	26 juin 2012	Aylwin	Antoine	Succession Raymond Provancher	Assister Mondex Corporation pour les démarches juridiques afin de toucher une indemnité pour les héritiers de la Succession de Raymond Provancher suite à la négligence du Curateur public. Les héritiers se sont plaints que FMD avait transmis l'argent à Mondex plutôt que directement à la client. Par la suite, ils ont mis en doute la raisonnabilité des honoraires. L'héritière principale a signé une quittance complète.	Indéterminé	Non		04/25/13 - No recent development 21/03/14 - no further developments as of March 10 2014 4/11/14 - Letter to CLAS No significant developments 22/03/15 - Letter to CLAS No significant developments 04/01/2017: Letter to CLAS - No significant developments. Given that the limitation period is expired, suggested closing the file. 03/24/17: Letter sent to CLAS to close file.	25/04/13 - aucun développement récent 30/10/13 - aucun développement récent 21/03/14 - Aucun développement au 10 mars 2014. 22/03/15 - Lettre envoyée au CLAS - aucun développement significatif. 24/03/17: Lettre transmise à CLAS demandant la fermeture du dossier.	
2013-045	900000.00288	12-0651	DL	14 nov. 2012	Vachon	Patrice	Daniel Caputo	Poursuite en dommages et intérêts à cause des représentations erronées faites à Daniel Caputo, lesquelles l'ont incité à prêter des sommes importantes à Aquabius International Inc.	188 823,18 \$	Non	24 mars 2015		04/25/13 - No recent development 21/03/14 - no further developments. 26/06/14 - no further developments 21/03/14 - Letter to CLAS; no further developments. File closed. Would be time barred. 20/03/15 - Letter to CLAS to close the file for prescription 03/24/2017: CLAS has been informed twice to close the file. Last letter dated Jan. 04, 2017.	25/04/13 - aucun développement récent 21/03/14 - aucun développement récent. 20/03/15 - Demande de fermeture de dossier pour cause de prescription transmise à CLAS le 20/03/15. 24/03/2017: CLAS a été informé à deux reprises de fermer le dossier. La dernière lettre a été transmise le 4 jan. 2017

**APPENDIX "F"**  
**FASKEN MARTINEAU - QUÉBEC REGION**  
**SCHEDULE OF CLAIMS AND NOTICES AS OF MARCH 27th, 2017**

CLLAS #	FMD #	FACBQ #	AVOCAT RESP. MFS ou DL	DATE OUVERTURE MFS ou DL	NOM FAMILLE Avocat	PRÉNUM Avocat	RÉCLAMANT	NATURE DOSSIER	ÉVÉNEMENT RÉCLAM.	ACTION	DATE FERMETURE CLLAS	DATE FERMETURE FMD	COMMENTS CLLAS	STATUT DU DOSSIER (vérifications)
2014-011 2013-169	900000.00295	13-0475	DL	26 août 2013	Grand	Claude	Gestion Eric Savard	Allegations de vérifications insuffisantes de marques de commerce à l'occasion d'un mandat visant la constitution de Société par action en l'ou d'un changement de dénomination social.					21/03/14 - No developments since the settlement from January 9 2014 between our client and Centre Vu Lebel & Desroches Inc. 23/12/15 - Lettre to CLLAS - no claims and no further developments. 02/02/2015 - Lettre to CLLAS - no claims and no further developments. 29/12/15 - no claims and no further developments. 03/24/17: Letter will be sent to CLLAS to close file.	21/03/14 - Aucun développement depuis le règlement à l'amiable intervenu le 9 janvier 2014 entre notre client et le Centre Vu Lebel & Desroches inc. 23/12/15 - Aucun développement. 24/02/17: Une lettre sera transmise à CLLAS demandant la fermeture du dossier.
2014-058	900000.00297	13-0689	DL	17 oct. 2013	Lacourtière	Richard	1265175 Alberta Inc.	Action prescrite suite à défaut d'inscription dans les délais			24 mars 2015		21/03/14 - Settlement agreement with our client in March 2014. File closed. 03/24/17: Letter sent to CLLAS to close file 24/02/16: Lettre transmise à CLLAS demandant la fermeture du dossier	21/03/14 - Entente de principe intervenue en mars 2014 avec notre client - en cours de finalisation. 24/02/16: Lettre transmise à CLLAS demandant la fermeture du dossier
2014-104	900000.00300	14-0093	MFS	24 fév. 2014	Lescop Céral-Lagana	Raphaël Vincent	Jacques Paquette, 9025-1029 Québec Inc.	Paquette, un ancien client du cabinet, reproche à Me Lescop et Céral-Lagana d'avoir cessé d'occuper suite au départ de Me Lescop. Client n'a pas voulu faire affaires avec Me Yarnick et a dû se prendre un nouvel avocat.	Inconnue	Non			March 21, 2014: declaration sent to Québec Bar on March 5th. Will be sent to CLLAS before end of the month March 28, 2016: no developments 03/24/17: CLLAS has been informed by Martin Sheehan to close file on Feb. 21, 2017	Déclaration transmise 5 mars 2014 au Barreau du Québec. Sera transmise d'ici le 31 mars au CLLAS 28 mars 2016 - Aucun développement. 24/03/17: Une lettre de Martin Sheehan en date du 21 février 2017 a été transmise à CLLAS demandant la fermeture de ce dossier.



**APPENDIX "F"**  
**FASKEN MARTINEAU - QUÉBEC REGION**  
**SCHEDULE OF CLAIMS AND NOTICES AS OF MARCH 27th, 2017**

CLLAS #	FMD #	FABDQ #	AVOCAT RESP. MFS or DL	DATE OUVERTURE DU DOSSIER	NOM FAMILLE Avocat	PRÉHOM Avocat	RÉCLAMANT	NATURE DOSSIER	MONTANT RÉCLAM.	ACTION	DATE FERMETURE CLLAS	DATE FERMETURE FMD	COMMENTS CLLAS	STATUT DU DOSSIER (voir/bisours)
2014-111	900000.00284		MFS	28 Jun 2012	Stocks Céral-Légins	Robert Vincent	Golden Hope Minas and Directors	Me Robert Stocks agit comme administrateur pour Golden Hope Mines Limited. La compagnie ainsi que les administrateurs de la compagnie, y compris Robert Stocks, ont reçu signification d'une action en Cour Supérieure du district de Montréal intentée par Earl Takefman, l'un des actionnaires laquelle action est au montant de 75 000 \$. mars 2016; M. Takefman réclame 2 100 \$ de Fasken parce que nous lui aurons fait perdre du temps en refusant de cesser d'occuper alors que nous étions en conflit. Le cabinet a présenté une demande reconventionnelle pour 5 000 \$. Le dossier doit procéder aux petites créances le 12 avril mais M. Takefman a demandé une remise.	75,000 \$	Où	Dossier réactive en mars 2014 / Dossier fermé - Règlement Intervenu en octobre 2012	03/21/14 - File reactivated in March 2014 following the reception of motion to disqualify to be held on April 30, 2014. Proceedings filed in small claims court. No date of hearing set. 29/03/2016 - Takefman demands 2 100 \$ of Fasken because we would have made him waste time by refusing to stop occupying while we were in conflict. The cabinet presented a counterclaim for 5 000 \$. The file has to proceed to the small claims on April 12th but M. Takefman asked for postponing the hearing. 03/24/17: A letter will be sent to CLLAS to close file	25/04/2013 - Dossier fermé - Règlement intervenu en octobre 2012 06/28/12 - Avis transmis à Dion Durrell & Associés 21/03/14 - Dossier réactive en mars 2014 suite à la réception d'une requête en désqualification, présentable le 30 avril 2014. 29/03/2016 - M. Takefman réclame 2 100 \$ de Fasken parce que nous lui aurons fait perdre du temps en refusant de cesser d'occuper alors que nous étions en conflit. Le cabinet a présenté une demande reconventionnelle pour 5 000 \$. Le dossier doit procéder aux petites créances le 12 avril mais M. Takefman a demandé une remise. 24/03/17: Une lettre sera transmise à CLLAS demandant la fermeture du dossier.	
2015-034	900000.00310		DL	4 nov. 2014	Gest	Johann	Migenis						16/03/2016: Pas de développement au 16/03/2016, lettre sera transmise à CLLAS prochainement. 04/01/17: Lettre transmise à CLLAS 23/03/2017: Aucun nouveau développement.	

**APPENDIX "F"**  
**FASKEN MARTINEAU - QUÉBEC REGION**  
**SCHEDULE OF CLAIMS AND NOTICES AS OF MARCH 27th, 2017**

CELLAS #	FMD #	FABRQ #	AVOCAT RESP. MPS ou DL	DATE OUVERTURE DOSSIER	NOM FAMILLE Avocat	PRÉHOM Avocat	RÉCLAMANT	NATURE DOSSIER	MONTANT RÉCLAM.	ACTION	DATE FERMETURE CELLAS	DATE FERMETURE FMD	COMMENTS CELLAS	STATUT DU DOSSIER (vérificateur)
2015-096	900000.00312		MFS	25 mars 2015	Béliveau	Amélie	Dan Hilton	Poursuite pour procédures abusives.					March 2016: Lawyers claiming for \$4032.36 for what they consider abuse. No development have come up since the formal notice. 03/24/2017: A letter has been sent to CLLAS on Feb. 14, 2017, no further development.	Mars 2016: Avocats réclament 4032,36\$ pour ce qu'ils considèrent être de l'abus. Aucune suite n'a été donnée à la mise en demeure. 24/03/2017: Une lettre a été transmise à CLLAS le 14 fév. 2017, aucun nouveau développement.
2015-105	900000.00313		DL	2 avr. 2015	Denisvalde Robichaud	Karl Myriam	(Mrs. Jay Johnston/Tania Ellerbeck/Sarah Bouchard)		1,130,000\$				March 2016: No development on 29/12/2015. Letter transmitted to CLLAS. 03/24/2017: A letter will be sent to CLLAS to close file. Re: Settlement	Mars 2016: Pas de développement au 29/12/2015; lettre transmise à CLLAS. 24/03/2017: Une lettre sera transmise à CLLAS. Re: règlement.
2015-114	900000.00314		DL	5 mai 2015	Lablanc	Christian	Solart L.L. Corp. / Vironique Lemieux, Mélanie Lacroix						March 2016: No development on 8/02/2016. Letter transmitted to CLLAS. 03/24/2017: No further development.	2015-05-05: Lettres transmises à CLLAS et au Barreau du Québec Mars 2016: Aucun développement au 8/2/2016, lettre transmise à CLLAS. 24/03/2017: Aucun nouveau développement.
2016-031	900000.00317		MFS		Maille	Gary	Société de développement du Fonds Immobilier du Québec Inc.						March 2016: Settlement discussions are under way. We expect that a release will be signed shortly. 03/24/2017: Letter sent to CLLAS on Nov. 3rd, 2016 to close file	Mars 2016: Discussion pour une entente sont en cours. Nous nous attendons à obtenir une libération signée sous peu 24/03/2017: Une lettre a été transmise le 3 nov. 2016 à CLLAS demandant la fermeture du dossier

**APPENDIX "F"**  
**FASKEN MARTINEAU - QUÉBEC REGION**  
**SCHEDULE OF CLAIMS AND NOTICES AS OF MARCH 27th, 2017**

CLAS #	FMD #	FARBO #	AVOCAT RESP. MFS ou DL	DATE OUVERTURE DU DOSSIER	NOM/FAMILLE Avocat	PRÉJUDIC Avocat	RECLAMANT	NATURE DOSSIER	SOMMANT RECLAM.	ACTION	DATE FERMETURE CLAS	DATE FERMETURE FMD	COMMENTS CLAS	STATUT DU DOSSIER (vérificateurs)
2016-026	900000.00316		MFS		Forget	Roland	Ungava Mineral Exploration						March 2016: In a request to cancel an arbitral sentence, they are blaming Fasken for not having revealed a conflict of interests before acting as arbitrator. The request of cancellation of the judgement was not heard by the court yet. 03/24/2017: Letter sent to CLAS on Oct. 12, 2016. No further development.	March 2016: Dans une requête pour annuler une sentence arbitrale, on reproche à Fasken de ne pas avoir dévoilé un conflit d'intérêts avant d'agir comme arbitre. La demande d'annulation de la sentence n'a pas encore été entendue par le tribunal. 24/03/2017: Une lettre a été transmise à CLAS le 14 fév 2017. aucun nouveau développement.
2016-047	900000.00320	15-0546	DL	12 nov. 2015	Collin	Jessica	Tour Place Jacques-Cartier	Jessica Collin is being sued (jointly with several other defendants) for \$50,000 for having allegedly signed an attestation without having verified that seller had a valid title					March 2016: Primary insurer FARBO, has appointed counsel and is defending the claim. Negotiations are under way and insurer has always insisted on disbursement without costs. 03/24/2017: This file has been settled out of Court and will be closed. Awaiting settlement documents to close file.	March 2016: L'Assureur principal, FARBO, a nommé un conseiller et défend la réclamation. Les négociations sont en cours et l'assureur insiste depuis le début pour une cassation sans coût. 1er août 2016: Aucun développement. 24/03/2017: Ce dossier a été réglé hors Cour. En attente des documents de règlements pour fermer le dossier.
2016-132	900000.00325		MFS	23 mars 2016	Ford	Andrew	Dennmore Investments and Urbanik Investments						03/24/2017: No further development.	24/03/2017: Aucun nouveau développement.
2017-001	900000.00326		MFS	29 avr 2016	Béliveau	Nathalie-Anne	Me Jill Eusani/Me David Banton	La sténographe ne pouvait pas pratiquer au Québec					03/24/2017: Action has been taken against FM re: Reimbursement of Professional Fees. (\$37500). FM is being represented by the Insurance Company so no fees to pay.	24/03/2017: Une action a été intention contre FM au montant de 37 500 \$. FM est représenté par les avocats de la compagnie d'assurance, alors il n'y aura aucun frais à payer.

**APPENDIX "F"**  
**FASKEN MARTINEAU - QUÉBEC REGION**  
**SCHEDULE OF CLAIMS AND NOTICES AS OF MARCH 27th, 2017**

CLLAS #	FMD #	FABQ #	AVOCAT RESP. MFS ou DL	DATE OUVERTURE MFS ou DL	NOM FAMILLE Avocat	PRÉSENTANT Avocat	RÉCLAMANT	NATURE DOSSIER	MONTANT RÉCLAM.	ACTION	DATE FERMETURE CLLAS	DATE FERMETURE FMD	COMMENTS CLLAS	STATUT DU DOSSIER (en français)
2017-007	900000.00328		DL		Chassé Rochelle	Yves Dave	Intercom Maître Courrier Inc.						03/24/2017: An update has been sent to CLLAS on April 2nd, 2017.	24/03/2017: Une lettre de mise à jour a été transmise à CLLAS le 2 avril 2017.
2017-011	900000.00329		MFS	27 juil. 2016	Clecha	Marcelo	Timothy Ford/Adventure Lights (2002) Inc.	Déjà marqué					03/24/2017: Letter will be sent to CLLAS. Re: no further development.	24/03/2017: Une lettre sera transmise à CLLAS re: aucun nouveau développement.
2017-014	900000.00327		MFS	9 mai 2016	Gilbert	Fredrick	Pierre MacLure et Les Entreprises Pierre MacLure Ltée	Rédaction d'une convention trop ambiguë					03/24/2017: No further development.	24/03/2017: Aucun nouveau développement.
2017-025	900000.00321		DL	18 janv. 2015	Odon	Guy C.	Joshua Wallace	We received a demand letter on January 15th, 2016 in which Mr. Wallace alleged that Mr. Dion had harmed his reputation by alleging that he had sent disparaging emails to members of the order of translators.					March 2016: Notice to insurers is forthcoming. 03/24/2017: No further development since the opening of the file. An update has been asked to Guy Dion. Awaiting his comments.	Mars 2016: Un avis aux assureurs suivra bientôt. 24/03/2017: Aucun nouveau développement depuis l'ouverture du dossier. Une demande de mise à jour a été transmise à Guy Dion. En attente de ses commentaires.
2017-050	900000.00331	16-0545	MFS	21 sept. 2016	Charest-Basaudry	Philippe	4Seniors Home Care Inc.	Allegations trompeuses et conflit d'intérêts					03/24/2017: No further development.	24/03/2017: Aucun nouveau développement.
2017-062	900000.00333		MFS	5 déc. 2016	Lapierre	Stéphanie	Amaya	Possibilité de conflits d'intérêts.					03/24/2017: Potential conflict of interest. Situation has been settled by judgment on December 13, 2016. The file should be closed.	20/03/2017: Ce dossier a été réglé par jugement le 13 décembre 2016. Ce dossier doit être fermé.
N/A	900000.00330		MFS	25 août 2016	Delage	Jean-Nicolas	Jacoudet-Belly	Validité de reçu, quittance et transaction					03/24/2017: Deontology file no reporting to CLLAS is necessary	24/03/2017: Dossier de déontologie. Pas nécessaire de reporter à CLLAS.
2013-165	900000.00273	11-0703	MFS	20 déc. 2011	Palensau	Hugo	Registre des testaments	Possibilité de réclamations en responsabilité professionnelle contre le cabinet suite au déclassement sur la section des bénéficiaires du					04/23/13 - No recent activity. Notice sent to CLLAS in May 2013.	23/04/13 - Aucun développement récent. Avis transmis à CLLAS mai 2013.



**CLLAS**  
**Canadian Lawyers Liability Assurance Society**

**BRITISH COLUMBIA 2017**

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9. Please show the Firm's practice split by indicating the approximate percentage of billings for the following areas of law:

	<u>This Year</u>	<u>Last Year</u>
a) Corporate and Commercial Law	_____ %	30.1 %
b) Criminal Law	_____ %	0.0 %
c) Family Law	_____ %	0.0 %
d) Intellectual Property	_____ %	6.0 %
e) Labour Law	_____ %	13.1 %
f) Litigation	_____ %	24.4 %
g) Real Estate	_____ %	9.0 %
h) Securities Law	_____ %	7.3 %
i) Tax Matters	_____ %	3.5 %
j) Wills, Estates, Trust	_____ %	1.2 %
k) Other (please specify)	_____ %	5.4 %

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10. Have any of the lawyers or non-lawyer consultants listed in Appendices B and C or former lawyers or former non-lawyer consultants of the Firm been the subject of disciplinary proceedings, suspended or disbarred from practice since the date of the Firm's most recent CLLAS application? ☐ yes ☒ no

If "yes", please provide full details:

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11. Attached as Appendix D is a description of the "Associated Firms" and "Umbrella Firms" which are identified in the Associated Firm Endorsement (Endorsement No. 1) of the current CLLAS Primary Policy. Please verify, update where appropriate and advise CLLAS of any anticipated changes.
12. Canadian law society programs may restrict coverage if Professional Services are provided outside of Canada or if the Professional Services relate to non-Canadian law. The CLLAS Primary Policy also excludes coverage for lawyers providing Professional Services from a U.S. office as well as the practice of non-Canadian law. Please provide details of such services in Appendix E.
13. Attached as Appendix F is a schedule of claims and notices which have been given to the applicable law society and CLLAS as of December 31, 2016. Please verify and provide any changes in status. All known claims or notices that are not on the schedule, including those reported to any underlying insurance carrier, should be reported up to the date of this application. **However, updates thus reported are not considered official notice of claim to CLLAS.**

If applicable, CLLAS will also require an update on claims of your predecessor firms which were reported prior to any merger which are paid or currently reserved excess of \$500,000.

Note: Details required on all claims or notices are: name of lawyer, name of claimant, date claim reported, error date, date claim closed (if applicable), a brief description of the claim, including damages sought, amount paid (legal & indemnity) and amount reserved (legal & indemnity).

APPENDIX B  
ACTIVE MEMBERS OF THE FIRM AS OF MARCH 1, 2017

Name of Firm: Fasken Martineau DuMoulin LLP

	<u>CANADA</u>				<u>OUTSIDE OF CANADA</u> <sup>/5</sup>	
	<u>B.C.</u>	<u>Alberta</u>	<u>Ontario</u>	<u>Quebec</u>	<u>Other Provinces</u> (Please specify)	<u>U.S.</u> <u>Other</u> <u>Locations</u>
a) No. of Lawyers <sup>/1</sup>	69					
b) No. of Patent & Trademark Agents <sup>/2</sup>	1					
c) No. of Non-lawyer Consultants <sup>/3</sup>	2					
d) No. of Paralegals	21					
e) No. of Other Employees	138					
f) No. of lawyers who are not employees of the Firm who, directly or indirectly, provide services to professional corporations which are partners of the Firm <sup>/4</sup>	61					

<sup>/1</sup> Including partners, employed lawyers, counsels/of counsels and lawyer consultants.

<sup>/2</sup> These are not lawyers.

<sup>/3</sup> Please complete Appendix C if individuals are reported under this category.

<sup>/4</sup> Lawyers reported here should not be included under a). (See note at Question 8.f) of the application.)

<sup>/5</sup> Please complete Question 3 of Appendix E to provide further information on lawyers reported under these columns.

*Please attach a list of the lawyers reported under a) above, showing in each case his/her full name, date of call, date joined the Firm and, if applicable, date became partner.*

*Please attach a list of the names of the individuals reported under f) above, together with the names of the professional corporations to which they provide services.*

*If underlying insurance is purchased outside any Canadian mandatory law society program for lawyers, please provide full details under Appendix E, Question 4.*

If members of the Firm, either alone or with others, engage in the conduct of any profession or business other than the practice of law (e.g. financial management, mortgage brokering or other consulting; underwriting or brokering of securities or investment banking activities; real estate appraisal; actuarial analysis) either directly or indirectly as an agent, employee or partner of any organization, please give full particulars.

FASKEN MARTINEAU DuMOULIN LLP									
B.C. REGION									
at March 1, 2017									
	Status	Name	Date of Call - Home Province	Date of Call - Other Jurisdictions	Date of Hire	Became Counsel / Contractor	Became Associate	Became Regular Partner	Became Equity Partner
<b>Associates and Partners Counsel - Vancouver</b>									
1	A	Tariq Ahmed	14-Sep-09		14-Sep-09		15-Sep-09		
2	A	Nicco Bautista	03-Sep-14		03-Sep-13		03-Sep-14		
3	A	Keri Bennett	12-Sep-14	2011 - ON	08-Sep-14		08-Sep-14		
4	A	Manveer Bisla	25-May-12		25-May-12		25-May-12		
5	A	Holly A. Brinton	09-Jan-86		24-Jul-85		05-Jul-86	--	--
6	A	Dani Bryant	02-Aug-12		02-Aug-12		02-Aug-12		
7	A	Dan Byma	09-Oct-13		15-Oct-13		21-Jul-14		
8	A	Jake Cabott	22-May-13		22-May-12		22-May-13		
9	A	Gavin Cameron	25-Jun-11		25-Jun-11		25-Jun-11		
10	A	Steven Catania	07-Sep-12		07-Sep-12		07-Sep-12		
11	A	Samantha Chang	21-May-14		21-May-13		21-May-14		
12	A	Anna Chen	20-May-15		06-May-14		21-May-15		
13	A	Annie Chen	20-May-09		01-Aug-15		01-Aug-14		
14	A	Rose Zhu Jun Chen	25-May-16		25-May-15		26-May-16		
15	A	Eric Clavier	23-Oct-14		23-Jun-14	23-Oct-14	01-Jul-16		
16	A	Rebecca Coad	18-Sep-15		03-Sep-15		03-Sep-15		
17	A	Jon Conlin	25-May-12		25-May-12		25-May-12	--	--
18	A	Martin Ferreira-Pinho	21-May-14		21-May-13		21-May-14		
19	A	Jacqueline Gant	20-May-15		06-May-14		21-May-15		
20	A	Bridget Gilbride	09-Sep-10		09-Sep-10		09-Sep-10		
21	A	Hardeep Gill	23-Jul-15	2015 - ON	01-Feb-17		01-Feb-17		
22	A	Patrick Hayes	10-Nov-10		15-May-12		15-May-12		
23	A	Charlene Hiller	17-Mar-10	2004 AB	28-Mar-11		28-Mar-11		
24	A	Stephen Hsia	01-Sep-14		08-Sep-14	08-Sep-14	01-Feb-15		
25	A	Kerry Kaukinen	18-Sep-15		29-Jul-15		29-Jul-15		
26	A	Matthew Larsen	19-Nov-12		01-Feb-17		01-Feb-17		
27	A	Ariel Laver	21-May-14		21-May-13		21-May-14		
28	A	Samuel Li	02-Sep-09		22-Mar-10		23-Mar-10	--	--
29	A	Jonathan Lim	20-May-09		20-May-09		21-May-09		
30	A	Ann W. Madden	12-Sep-07		05-Sep-06		13-Sep-07		
31	A	Fergus McDonnell	20-May-15		06-May-14		21-May-15		
32	A	J. Alexandra MacCarthy	03-Dec-12	2013- AB	06-Mar-17		06-Mar-17		
33	A	Joelle Michaud	27-Jul-10		27-Jul-10		28-Jul-10		
34	A	Alexandra Mitretodis	04-Sep-13		05-Sep-13		05-Sep-13		



Associates and Partners Counsel - Vancouver									
35	A	W. Simon Patey	31-Aug-90		28-Aug-89	--	01-Oct-90		
36	A	Katie Peardon	26-May-16		05-May-15		26-May-16		
37	A	Geoff Pedlow	12-Sep-14		19-Sep-16		19-Sep-16		
38	A	Zachary Romano	26-May-16		22-Jan-15		26-May-16		
39	A	Stephanie Sanger	11-Mar-09		2-Sep-08		3-Sep-09		
40	A	Barinder Sidhu	14-Sep-11		14-Sep-11		14-Sep-11		
41	A	Laura Smith	04-Sep-13		05-Sep-13		05-Sep-13		
42	A	James Suderman	31-Aug-16		31-Aug-15		01-Sep-16		
43	A	Cindy Switzer	21-Mar-97	2000 - NY	15-Jun-15		15-Jun-15	--	--
44	A	Vicki Tickle	01-May-08	England and Wales, 2005 Queensland, 1997	25-Aug-08		25-Aug-08		
45	A	Danielle Toigo	27-Jul-10		28-Jul-10		28-Jul-10		
46	A	Marcus Turner	25-May-12		25-May-12		25-May-12		
47	A	Adrian Wan	04-Sep-13		05-Sep-13		05-Sep-13		
48	A	Brandon Wiebe	03-Sep-14		03-Sep-13		03-Sep-14		
49	A	Ling Wong	21-May-99	2001 - ON	09-Jun-14		09-Jun-14		
50	A	Jamin Zeng	22-May-13		22-May-12		23-May-13		
51	C	Maia Tsurumi	14-Mar-08		02-May-05	15-Jul-13	05-Sep-08		
52	C	Albert J. McClean, Q.C.	15-Nov-96		21-May-96	31-Jan-14	--	--	--
53	C	Immacolata Casciano	12-Jun-87	1989 - ON	15-Dec-97	01-Feb-16	15-Dec-97	--	1999
54	C	Sherman W. Hood	29-Sep-61		10-Dec-07	10-Jan-07			
55	C	W. Stanley Martin	10-Sep-80		10-Sep-79	01-Feb-15	10-Sep-80	01-Feb-11	1987
56	EP	Mark D. Andrews	13-Jun-86		12-Sep-83	--	13-Jun-86	--	1991
57	EP	Karam Bayrakal*	31-Aug-00		31-Oct-05	--	31-Oct-05	01-Feb-08	01-Feb-11
58	EP	Andrew D. Borrell*	14-May-93		11-May-92	--	14-May-93	--	2000
59	EP	Carmine L.J. Boskovich*	12-Mar-03		03-Sep-02	--	01-Sep-03	01-Feb-12	1-Feb-16
60	EP	Christopher Bystrom*	12-May-04	2013 - AB	12-May-03	--	13-May-04	01-Feb-11	1-Feb-16
61	EP	Amy Carruthers*	31-Aug-00		01-Jan-14		01-Jan-14	01-Feb-15	01-Feb-17
62	EP	W. Ian Cassie*	12-May-80		10-May-79	--	12-May-80	--	1987
63	EP	Mike Coburn*	19-May-00		15-Jul-13		15-Jul-13	01-Feb-16	
64	EP	Tracey M. Cohen	12-Mar-93		24-Aug-92	--	22-Jun-93	--	1999
65	EP	Simon R. Coval*	12-Mar-93		24-Aug-92	--	22-Jun-93	--	1999
66	EP	D. Geoffrey Cowper, Q.C.	10-Mar-82	1987 - YK	10-Sep-81	--	10-Mar-82	--	1988
67	EP	Sergio Custodio*	27-Sep-02		27-Sep-02		03-Sep-02	01-Feb-13	01-Feb-15
68	EP	Ron Ezekiel*	19-May-95		16-May-94	--	19-May-95	--	2002
69	EP	Peter H. Finley*	13-Jul-82		01-Jul-89	--	--	--	1989
70	EP	Edgar A. Frechette*	15-May-92		18-Mar-96	--	18-Mar-96	--	1999
71	EP	Andrew Gabrielson	14-Jun-05	1993 - Western Australia	14-Feb-05	--	14-Jun-05	01-Feb-07	01-Feb-09
72	EP	Matt T. Ghikas*	02-Sep-99	1999 - AB	31-Aug-98	--	02-Sep-99	01-Feb-06	01-Feb-10
73	EP	Brook J. Greenberg	20-Mar-98		02-Sep-97	--	07-Sep-98	01-Feb-04	01-Feb-05
74	EP	John F. Grieve*	14-Jun-85		14-May-84	--	14-Jun-85	--	1992

Associates and Partners Counsel - Vancouver												
75	EP	Blair J. H. Horn*	01-Sep-95	1989 - ON	01-Feb-06	--	--	04-Sep-98	01-Feb-05	--	01-Feb-06	
76	EP	Gerald S. Ingborg*	04-Sep-98		02-Sep-97	--	--	09-Mar-98	--	--	01-Feb-08	
77	EP	Andrew P. Jackson*	18-May-90		09-Mar-98	--	--	06-Sep-01	--	--	01-Feb-12	2001
78	EP	Kibben Jackson*	16-Mar-01		05-Sep-00	--	--	19-Aug-02	01-Feb-09	--	01-Feb-13	
79	EP	Clayton A. Jones*	19-Aug-02		04-Sep-01	--	--	15-Jul-02	01-Feb-06	--	01-Feb-10	
80	EP	Roger A. Kuypers*	23-May-97	1998 - AB	15-Jul-02	--	--	30-Aug-91	--	--	1997	
81	EP	Brent J. Lewis*	15-Mar-91		27-Aug-90	--	--				01-Feb-11	
82	EP	Jonathan Liteplo*	29-Apr-11	1993 - AB	01-Feb-11	--	--	04-Sep-95	--	--	2001	
83	EP	David W. Little*	17-Mar-95		29-Aug-94	--	--	15-May-92	--	--	2001	
84	EP	Rob M. Loneragan	15-May-92		13-May-91	--	--	20-Mar-89	--	--	2000	
85	EP	Helen H. Low*	17-Mar-89	2004 - AB	29-Aug-88	--	--	02-Sep-94	--	--	2001	
86	EP	Edmond C. Luke*	02-Sep-94		30-Aug-93	--	--	12-Jun-89	--	--	1994	
87	EP	Elizabeth B. Lyall*	01-Aug-86		12-Jun-89	--	--	18-May-90	--	--	1997	
88	EP	J. Geoffrey Lyster*	18-May-90		15-May-89	--	--	21-May-99	01-Feb-06	--	01-Feb-17	
89	EP	Allison M. MacInnis*	11-Dec-98		20-Jul-98	--	--	04-Sep-98	01-Feb-05	--	01-Feb-08	
90	EP	Iain R. Mant*	13-Nov-92	1990 - ON	01-Feb-03	--	--	02-Jan-86	--	--	1989	
91	EP	David T. McDonald*	04-Sep-98		02-Sep-97	--	--	10-May-84	--	--	1991	
92	EP	Robert A. Millar*	13-Jul-82		02-Jan-86	--	--	02-Sep-08	01-Feb-11	--	01-Feb-15	
93	EP	William T. Morley*	10-May-84		09-May-83	--	--	30-Aug-96	--	--	2003	
94	EP	Shahrooz Nabavi*	29-Sep-08	2004 - AB	02-Sep-08	--	--	22-Jun-93	--	--	2000	
95	EP	Andrew I. Nathanson*	30-Aug-96		14-Aug-95	--	--	31-Aug-00	01-Feb-07	--	01-Feb-12	
96	EP	Lorene A. Novakowski*	12-Mar-93		24-Aug-92	--	--	13-Jul-77	--	--	1984	
97	EP	Kevin O'Callaghan*	31-Aug-00	2006 - NWT / 2010 - YK	30-Aug-99	--	--	12-Jun-87	--	--	1994	
98	EP	Kevin P. O'Neill*	13-Jul-77		10-Jul-76	--	--	24-Apr-00	01-Feb-06	--	01-Feb-11	
99	EP	Gary W. Ott*	12-Jun-87		12-May-86	--	--	07-Jan-08	01-Feb-13	--	01-Feb-17	
100	EP	Michael D. Parrish*	19-Nov-99		05-Jul-99	--	--	10-Aug-92	--	--	1996	
101	EP	Steve A. Saville*	01-Jan-08	2004 - ON	07-Jan-08	--	--	01-Aug-92	01-Feb-03	--	01-Feb-05	
102	EP	Frank S. Schober*	20-May-88		10-Aug-92	--	--	02-Jan-86	--	--	1989	
103	EP	W. Bruce Tattrie*	10-Jul-79		01-Feb-03	--	--	17-Nov-89	--	--	1996	
104	EP	Barbara L. Vanderburgh*	11-Sep-84		02-Jan-86	--	--	01-Sep-89	--	--	1997	
105	EP	Will Westeringh*	17-Nov-89		02-May-88	--	--	10-Nov-80	--	--	1987	
106	EP	Darrell J. Wickstrom*	01-Sep-89	1988 - AB	29-Aug-88	--	--	12-Jul-83	--	--	1990	
107	EP	Charles F. Wilms*	10-Nov-80	1983 - YK / 1990 - AB	12-May-80	--	--	06-Sep-07	01-Feb-15	--	01-Feb-17	
108	EP	Paul C. Wilson*	12-Jul-83		10-Jul-82	--	--	10-May-11	10-May-11	--	01-Feb-15	
109	EP	David G. Wong*	05-Sep-07		05-Sep-06	--	--	18-Jun-12	1-Feb-16	--		
110	EP	Kareen Zimmer*	28-Aug-01		10-May-11	--	--	24-May-07	1-Feb-16	--		
111	P	Kai Alderson*	01-May-05		01-May-06	--	--	16-Mar-88	01-Feb-09	--	1994	
112	P	Sarah A. Batut	23-May-07		23-May-06	--	--	21-May-09	1-Feb-16	--		
113	P	Richard J. Berrow*	16-Mar-88		24-Aug-87	--	--	06-Sep-02	01-Feb-15	--		
114	P	Ally Bharmal*	30-Jun-09		20-May-09	--	--			--		
115	P	Tina M. Cicchetti	13-Mar-02		04-Sep-01	--	--			--		

<b>Associates and Partners Counsel - Vancouver</b>									
116	P	J. David H. Curtis*	06-Jan-06		06-Sep-05	--	28-Jun-06	01-Feb-17	
117	P	Donald M. Dalik*	10-May-77		01-Jul-80	--	01-Jul-80	01-Feb-16	1984
118	P	Johanna Fipke*	19-Aug-05	1999 - NWT / 2012 - Nunavut	07-Sep-10		07-Sep-10	01-Feb-13	
119	P	Grant Foster*	02-Sep-09		02-Sep-09		03-Sep-09	01-Feb-17	
120	P	Jennifer Francis	13-Mar-02		04-Sep-01	--	06-Sep-02	01-Feb-09	--
121	P	Stephanie Gutierrez*	21-Jul-09		05-Mar-12		05-Mar-12	01-Feb-17	
122	P	Josh D. Lewis	10-Sep-80		01-Nov-99	--	01-Nov-99	01-Feb-05	--
123	P	K.C. Miu*	28-Aug-06		06-Sep-05	--	29-Aug-06	01-Feb-13	--
124	P	Mark Pontin*	21-Nov-05		18-Jul-05	--	08-May-06	01-Feb-14	
125	P	Marina A. Pratchett, Q.C.	13-Jul-82		01-Feb-86	--	01-Feb-86	01-Feb-12	1989
126	P	Amanda R. Robinson	05-Sep-07		05-Sep-06		06-Sep-07	1-Feb-16	--
127	P	Christopher Sharpe*	22-May-08		22-May-07		23-May-08	1-Feb-16	
128	P	Keith E. Spencer*	20-May-88		01-May-87	--	20-May-88	01-Feb-16	1996
129	P	Michael Stephens	06-May-11		19-Sep-16			09-Sep-16	
130	P	Dierk Ullrich	03-Mar-04		25-Aug-03	--	03-Sep-04	01-Feb-14	
		<b>* This partner has a law corporation</b>							
		<b>Legend:</b>							
	P	Regular Partner							
	EP	Equity Partner							
	A	Associate							
	C	Counsel / Contractor							

No.	PARTNER	TK No.	Initial	FY18 STATUS	PLC
1	Alderson, Kai	16215	KHA	Non-Equity	Kai Alderson Law Corporation
2	Bayrakal, Karam	16149	KXB	Equity	Karam Bayrakal Law Corporation
3	Berrow, Richard	13788	RJB	Non-Equity	Richard Berrow Law Corporation
4	Bharmal, Ally	16551	AVB	Non-Equity	Ally Bharmal Law Corporation
5	Borrell, Andrew	14067	ADB	Equity	Andrew Borrell Law Corporation
6	Boskovich, Carmine	15054	CLB	Equity	Carmine Boskovich Law Corporation
7	Bystrom, Chris	15275	CRB	Equity	Christopher Bystrom Professional Law Corporation
8	Carruthers, Amy	19814	AJC	Equity	Amy Carruthers Law Corporation
9	Cassie, Ian	13985	WIC	Equity	Ian Cassie Law Corporation
10	Coburn, Michael	19723	MJC	Equity	Michael R. Coburn Law Corporation
11	Coval, Simon	13888	SRC	Equity	S.R. Coval Law Corporation
12	Curtis, David	15951	DHC	Non-Equity	David Curtis Law Corporation
13	Custodio, Sergio	18191	STC	Equity	Sergio C. Custodio Law Corporation
14	Dalik, Don	14297	DMD	Non-Equity	Donald Dalik Law Corporation
15	Ezekiel, Ron	13814	RXE	Equity	Ron Ezekiel Law Corporation
16	Finley, Peter	13720	PHF	Equity	Peter Finley Law Corporation
17	Fipke, Johanna	18392	JHF	Non-Equity	Johanna Fipke Law Corporation
18	Frechette, Edgar	14329	EAF	Equity	Edgar A. Frechette Law Corporation
19	Ghikas, Matt	14797	MTG	Equity	Matthew T. Ghikas Law Corporation
20	Grant, Foster	16556	GXF	Non-Equity	Grant Foster Law Corporation
21	Grieve, John	14484	JFG	Equity	John Grieve Law Corporation
22	Gutierrez, Stephanie	19249	STG	Non-Equity	Stephanie Gutierrez Law Corporation
23	Horn, Blair	16235	BJH	Equity	Blair Horn Law Corporation
24	Ingborg, Georald	14816	GSI	Equity	Georald Ingborg Law Corporation
25	Jackson, Andrew	14859	APJ	Equity	Andrew P. Jackson Law Corporation
26	Jackson, Kibben	15053	KXJ	Equity	KMJ Law Corporation
27	Jones, Clayton	15057	CAJ	Equity	Clayton Jones Law Corporation
28	Kuypers, Roger	15213	RAK	Equity	Roger Kuypers Law Corporation
29	Lewis, Brent	14179	BZL	Equity	Brent Lewis Law Corporation
30	Liteplo, Jonathan	18963	JML	Equity	Jonathan M. Liteplo Professional Corporation
31	Little, David	14321	DWL	Equity	David Little Law Corporation
32	Low, Helen	14416	HHL	Equity	Helen H. Low Law Corporation
33	Luke, Edmond	14335	ECL	Equity	Edmond C. Luke Law Corporation
34	Lyall, Elizabeth	14333	EBL	Equity	Elizabeth Lyall Law Corporation
35	Lyster, Geoff	14491	JGL	Equity	J. Geoffrey Lyster Law Corporation
36	MacInnis, Allison	14681	AMW	Equity	Allison M. MacInnis Law Corporation
37	Mant, Iain	15265	IRM	Equity	Iain Mant Law Corporation
38	McDonald, David	14808	DTM	Equity	David T. McDonald Law Corporation
39	Millar, Robert	13765	RAM	Equity	Robert A. Millar Law Corporation
40	Miu, KC	16092	KCM	Non-Equity	Kar Cheong Miu Law Corporation
41	Morley, Bill	13998	WTM	Equity	Bill Morley Law Corporation
42	Nabavi, Shahrooz	18012	SZN	Equity	Shahrooz Nabavi Law Corporation
43	Nathanson, Andrew	14082	AIN	Equity	Andrew I. Nathanson Law Corporation
44	Novakowski, Lorene	14635	LAN	Equity	LA Novakowski Law Corporation
45	O'Callaghan, Kevin	14918	KGO	Equity	Kevin O'Callaghan Law Corporation
46	O'Neill, Kevin	14616	KPO	Equity	Kevin O'Neill Law Corporation
47	Ott, Gary	14406	GWO	Equity	G. Ott Law Corporation
48	Parrish, Michael	14922	MDP	Equity	Michael Parrish Law Corporation
49	Peerson, Marcel	13626	MJP	Equity	Marcel J. Peerson Law Corporation
50	Pontin, Mark	15283	MTP	Non-Equity	Mark Pontin Law Corporation
51	Saville, Steve	17803	SQS	Equity	Steve Saville Law Corporation
52	Schober, Frank	14369	FSS	Equity	Frank Schober Law Corporation
53	Sharpe, Chris	16220	CCS	Non-Equity	Chris Sharpe Law Corporation
54	Spencer, Keith	14587	KES	Non-Equity	Keith E. Spencer Law Corporation
55	Tattrie, Bruce	15267	WBT	Equity	Bruce Tattrie Law Corporation
56	Vanderburgh, Barbara	14161	BLV	Equity	Barbara Vanderburgh Law Corporation
57	Westerlingh, Will	13990	WOW	Equity	William Westerlingh Law Corporation
58	Wickstrom, Darrell	14266	DDW	Equity	Darrell J. Wickstrom Law Corporation
59	Willms, Chuck	14198	CFW	Equity	C.F. Willms Law Corporation
60	Wilson, Paul	13711	PCW	Equity	Paul C. Wilson Law Corporation
61	Wong, David	15962	DGW	Equity	David G. Wong Law Corporation
62	Zimmer, Kareen	19037	KAZ	Equity	Kareen A. Zimmer Law Corporation

APPENDIX C  
ACTIVE NON-LAWYER CONSULTANTS OF THE FIRM AS OF MARCH 1, 2017  
(Excluding Patent & Trademark Agents)

Name of Firm: Fasken Martineau DuMoulin LLP

**SECTION A**

Professional Service Provided or Type of Profession	# Person in Same Profession	Location (Province)	Client Contact	Advise Clients	Supervised by Lawyers	Underlying Insurance <sup>/1</sup>	% of Time Docketed <sup>/2</sup>
Consultant	1	BC	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Consultant	1	BC	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

**SECTION B**

Please provide the following details on the underlying insurances purchased and attach a copy of the policies:

Type of Exposure:		Type of Exposure:	
Insurance Carrier:		Insurance Carrier:	
Policy Number:		Policy Number:	
Period of Insurance:		Period of Insurance:	
Retroactive Date:		Retroactive Date:	
Limits:	\$ _____ per claim, \$ _____ aggregate	Limits:	\$ _____ per claim, \$ _____ aggregate

<sup>/1</sup> If underlying insurance is purchased, please complete Section B.

<sup>/2</sup> PLEASE COMPLETE THIS COLUMN ONLY FOR INDIVIDUALS WHO ARE NOT ACTING UNDER THE SUPERVISION OF A LAWYER AND FOR THAT PORTION OF TIME THE INDIVIDUAL IS NOT ACTING UNDER THE SUPERVISION OF A LAWYER.

## APPENDIX E

### PROFESSIONAL SERVICES PROVIDED RELATING TO NON-CANADIAN LAW & PROFESSIONAL SERVICES PROVIDED IN THE U.S. & OUTSIDE OF CANADA

Name of Firm: Fasken Martineau DuMoulin LLP

#### 1. Professional Services Provided by Canadian Lawyers Relating to Non-Canadian Law

Please provide the following information on lawyers primarily resident in Canada who provide Professional Services relating to non-Canadian law (not including those which are incidental to the practice of Canadian law). Please only report on lawyers with more than 5% of docketed time in this category.

Name of Lawyer	Location of Office	% of Docketed Time Relating to Non-Canadian Law
Andrew Gabrielson	BC	10%

#### 2. Professional Services Provided by Canadian Lawyers from a U.S. Office

Please provide the following information on lawyers primarily resident in Canada who provide Professional Services part time in an office or branch of the Firm located in the United States. Please only report on lawyers with more than 5% of docketed time in this category.

Name of Lawyer	Location of Office	% of Docketed Time in the U.S. Office

#### 3. Professional Services Provided by Offices Outside of Canada

Please provide the following information on all lawyers reported in Appendix B under the "Outside of Canada" column.

Location of Office	# of Lawyers Practise 100% Canadian Law	# of Lawyers Practise 100% Non-Canadian Law	# of Lawyers Practise both Canadian & Non-Canadian Law

#### 4. Other Insurance

For the exposures identified in Questions 1, 2 and 3 above, please provide details of specific insurance protection (e.g. coverage provided for a non-Canadian office or by a non-Canadian law society) as well as a copy of the policies.

Type of Exposure: \_\_\_\_\_

Insurance Carrier: \_\_\_\_\_

Policy Number: \_\_\_\_\_

Period of Insurance: \_\_\_\_\_

Retroactive Date: \_\_\_\_\_

Limits: \$\_\_\_\_\_ per claim, \$\_\_\_\_\_ annual aggregate

Type of Exposure: \_\_\_\_\_

Insurance Carrier: \_\_\_\_\_

Policy Number: \_\_\_\_\_

Period of Insurance: \_\_\_\_\_

Retroactive Date: \_\_\_\_\_

Limits: \$\_\_\_\_\_ per claim, \$\_\_\_\_\_ annual aggregate

Type of Exposure: \_\_\_\_\_

Insurance Carrier: \_\_\_\_\_

Policy Number: \_\_\_\_\_

Period of Insurance: \_\_\_\_\_

Retroactive Date: \_\_\_\_\_

Limits: \$\_\_\_\_\_ per claim, \$\_\_\_\_\_ annual aggregate

Type of Exposure: \_\_\_\_\_

Insurance Carrier: \_\_\_\_\_

Policy Number: \_\_\_\_\_

Period of Insurance: \_\_\_\_\_

Retroactive Date: \_\_\_\_\_

Limits: \$\_\_\_\_\_ per claim, \$\_\_\_\_\_ annual aggregate

**Firm: Fasken Martineau DuMoulin LLP**

**CANADIAN LAWYERS LIABILITY ASSURANCE SOCIETY (CLLAS)**

Open and Closed Claims Bordereau  
As at December 31, 2016

LSBC

CLLAS Claim Number	Lawyer Last Name	First Name	Claimant	Report Date	Error Date	Date Closed	Disp. Code	Indemnity Pd (LS)	Legal Pd (LS)	Current Reserve (LS)	Incurred Liability (LS)	Indemnity Pd (CLLAS)	Legal Pd (CLLAS)	Reserves Indemnity (CLLAS)	Reserves Legal (CLLAS)	Incurred Liability (CLLAS)
2000-100	Carphin	James	Emma Suen and Momo Sun et al	17-Mar-2000	19-Nov-1999	31-Oct-2000	2 - Claim	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2001-018	McCormick	John M.	Bondholders of The Loewen Group Inc.	22-Sep-2000		31-Mar-2006	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2001-043	Kington	David	A&B Sound Ltd.	19-Dec-2000		30-Apr-2001	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2001-044	Lonerigan	Robert M.	Nelson Marketing International Inc.	8-Dec-2000		30-May-2008	5 - Claim	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2001-046	Sigurdson	Thora	Quesnel River Pulp Company	27-Dec-2000		28-Sep-2001	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2001-047	Bensler	Art	General Motors of Canada Limited	28-Dec-2000		31-May-2001	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2001-048	Hungerford	George	Great Pacific Forum Inc.	22-Dec-2000		31-Dec-2002	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2001-058	Ott	Gary W.	George Weston Limited	7-Feb-2000		31-Jul-2001	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2001-107	Harris	David C.	Commonwealth Trust	11-Apr-2001		28-Nov-2002	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2001-113	Berrow	Richard	Insurance Corporation of B.C.	2-May-2001		17-Jun-2005	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2001-114	Reynolds	Elaine E.	Richard Genest	30-Apr-2001		30-Jun-2004	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2002-006	Low	Helen H.	Peter Wong	29-Jul-2001		26-Aug-2003	8	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2002-008	Harry	Jennifer L.	Detlef Heiss, Bernhard Heiss, Dirk Heiss et al	31-Jul-2001		16-Dec-2003	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2002-029	McKercher	John S.	Nastec Holdings Inc.	31-Aug-2001		31-Dec-2002	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2002-031	Nathanson	Andrew I.	Jian Xiang Xu et al	4-Sep-2001		30-Oct-2003	12	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2002-050	Lukas	Steven	Mentor Tzeng	15-Oct-2001		31-May-2002	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2002-073	Parrish	Michael D.	Orica Canada Inc.	20-Nov-2001		29-May-2003	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2002-095	Boyle	Frances	Janet Allan	28-Dec-2001		31-Mar-2011	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2002-152	Child	Brian Leslie	American Boardsports Co. Inc./ABCI Holdings et	27-Mar-2002		30-Jun-2009	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2002-155	Low	Helen H.	Roy Harris	15-Apr-2002		31-Mar-2009	6	\$0	\$1,608	\$0	\$1,608	\$0	\$0	\$0	\$0	\$0
2002-157	Cowper/Cohen	Geoff/Tracey	Michael J. Hordo	2-Apr-2002		31-Mar-2005	12	\$0	\$50,213	\$0	\$50,213	\$0	\$0	\$0	\$0	\$0
2002-231	Piers	James D.	Sharon Jack	28-Jun-2002		30-Sep-2004	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2002-232	Wotherspoon	David	Geoff Lyster	28-Jun-2002		31-Jan-2003	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2002-254	Parrish	Michael D.	Terry Alexander	4-Apr-2002		31-May-2007	12	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2002-255	Fenlon	Laureen Ann	Tarryn Oliver	30-Apr-2002		30-Dec-2003	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2003-038	Lyster	John	3653 Investments Limited	6-Aug-2002		27-Apr-2004	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2003-039	Coval	Simon	Marioff Corporation OY	26-Jul-2002		29-Apr-2003	5 - Claim	\$84,000	\$10,380	\$0	\$99,380	\$0	\$0	\$0	\$0	\$0
2003-042	Piers	James D.	Sharon Jack	2-Jul-2002		31-Mar-2004	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2003-102	Olson/Martin	Richard/Bill	Yao Tsai Company Ltd.	31-Dec-2002		31-Mar-2009	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2003-104	Westeringh	William	TBA	30-Dec-2002		3-Feb-2003	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2003-105	Novakowski	Lorene Ann	YMCA	30-Dec-2002		30-Nov-2004	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2003-141	Berrow	William T.	Libertha Wong	30-Dec-2002		20-Feb-2004	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2003-144	Coval	Richard J.	Jason Beazley/LCBC et al	13-Mar-2003		31-Dec-2004	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2003-145	Hungerford	Simon R.	Masonville Plastics (B.C.) Ltd.	24-Mar-2003		20-Jul-2004	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2003-148	Sekel	George W.	Peter Young Pak Wat	13-Feb-2003		26-Oct-2005	3 -	\$8,500	\$8,920	\$0	\$17,420	\$0	\$0	\$0	\$0	\$0
2003-176	Manson	Allan P.	De Colis Management Group	29-Jan-2003		26-Oct-2005	12	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2003-219	Borrell	Thomas R.	Vector Holdings Ltd.	2-May-2003		15-Dec-2003	12	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2003-220	Randall	Andrew D.	TD Waterhouse Securities	22-May-2003		28-Jan-2004	5 - Claim	\$139,745	\$0	\$0	\$139,745	\$0	\$0	\$0	\$0	\$0
2004-068	Brown	William A.	Avalon Capital Corporation	22-Apr-2003		30-Oct-2003	2 - Claim	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2004-104	Lyall	Laing	Canada Life Insurance Company	31-Dec-2003		19-Sep-2005	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
		Elizabeth B.	Canada Life Insurance Company	22-Dec-2003		31-Mar-2004	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0



**Firm: Fasken Martineau DuMoulin LLP**

**CANADIAN LAWYERS LIABILITY ASSURANCE SOCIETY (CLLAS)**

Open and Closed Claims Bordereau  
As at December 31, 2016

LSBC

CLLAS Claim Number	Lawyer Last Name	First Name	Claimant	Report Date	Error Date	Date Closed	Disp. Code	Indemnity Pd (LS)	Legal Pd (LS)	Current Reserve (LS)	Incurred Liability (LS)	Indemnity Pd (CLLAS)	Legal Pd (CLLAS)	Reserves Indemnity (CLLAS)	Reserves Legal (CLLAS)	Incurred Liability (CLLAS)
2004-129	Morley	William T.	Julian Kuchocki	10-Mar-2004		28-Dec-2007		\$0	\$44,429	\$0	\$44,429	\$0	\$0	\$0	\$0	\$0
2004-147	Ingalls	Doran John	A.G. Hein Ltd.	28-Jan-2004		31-May-2005	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2004-219	Schober	Frank S.	Lloyd Callahan	7-Jun-2004		30-Mar-2012	12	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2005-013	Schober	Frank	Matisse Investment Management Ltd.	16-Aug-2004		29-Apr-2005	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2005-027	Carphin	James G.	Estate of Marian Miletich	28-Sep-2004		28-Apr-2006	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2005-055	Cowper	Geoffrey	Markham Hilton and Monteal Days (not clients)	19-Nov-2004		31-May-2005	12	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2005-062	Anighetti	Leo	David Radler	31-Dec-2004		29-Dec-2006	1 - No	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2005-130	Kober	Anne	Scott 72 Centre LP	15-Feb-2005		31-Oct-2006	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2005-143	Ingalls	Doran John	668158 B.C. Ltd.	4-Mar-2005		16-May-2011	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2005-147	Harry	Jennifer	Amex Bank of Canada	10-Mar-2005		31-Dec-2005		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2005-156	Fairweather	Robert Paul	Western Forest Products	21-Mar-2005		20-Jun-2005	12	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2005-170	Peerson	Marcel	Spuzzum Enterprises Ltd.	25-Apr-2005		29-Jun-2007	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2005-179	Price	Kevin	Newco	22-Apr-2005		31-Oct-2006	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2005-190	Ezekiel	Ron	Canadian Pacific Railway	19-May-2005		27-Jun-2008	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2005-205	Ingalls	Doran J.	GEOS Corporation	18-May-2005		31-Dec-2008		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2005-206	Novakowski	Lorene Ann	YMCA	20-May-2005		31-May-2006	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2006-007	Millar	Robert	James B. Panther	21-Jul-2005		31-Dec-2008		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2006-018	Grieve	John F.	Campbell Saunders Ltd.	19-Sep-2005		31-Dec-2005		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2006-041	Kuypers	Roger	The Finishing Touch Doors and Moulding	15-Nov-2005		9-Apr-2014	5 - Claim	\$135,000	\$199,589	\$0	\$334,589	\$0	\$0	\$0	\$0	\$0
2006-050	Price/Janzen	Lori/Patricia	Dr. Nevio Cimolai	22-Dec-2005		31-May-2007	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2006-060	Charbonneau	Lynne	Hillsborough Resources Ltd.	25-Nov-2005		8-Jan-2013	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2006-061	Ingalls	Doran	Symphonics Corporation	12-Dec-2005		27-Jun-2008	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2006-062	Ingalls	Doran	Mobidia Inc ("WAVE")	12-Dec-2005		30-Apr-2010	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2006-063	Finley	Peter	360 Networks Corporation	8-Dec-2005		31-Dec-2005	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2006-064	Parrish	Michael D.	Emil Clermont	29-Dec-2005		24-Aug-2007	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2006-069	Berrow	Richard J.	City of Richmond	29-Dec-2005		31-Jan-2007	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2006-070	Berrow	Richard J.	Oceanic Bank and Trust Ltd.	30-Dec-2005		30-Aug-2006	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2006-080	Fairweather	Paul	West Bay Sanship Yacht Ltd. (West Bay)	9-Jan-2006		29-Dec-2006	12	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2006-086	Kerr	Alexis	Royal Bank of Canada	30-Jan-2006		31-Mar-2006	2 - Claim	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2006-087	Ingborg	Georald	Greg Sintisin/Polaris Minerals Corp.	7-Feb-2006		24-Aug-2007	2 - Claim	\$13,000	\$0	\$0	\$13,000	\$0	\$0	\$0	\$0	\$0
2006-111	Dhalwal	Randal	Toronto Dominion Bank (Loan to Ronnie	29-Dec-2005		15-Nov-2010	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2006-125	Frechette	Edgar	St. George's School	10-Apr-2006		29-Dec-2006	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2006-134	Frechette	Edgar	Aspen Foundation and Diamond Foundation	10-Apr-2006		29-Dec-2006	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2006-135	Oxtoby	Alison	The England Group	10-May-2006		30-May-2008	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2006-136	Borrell	Andrew	Linda and Pedro Liong	10-May-2006		31-May-2007	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2006-166	Cassie	Ian	Safety-Klean Acquisition	19-Jun-2006		30-Oct-2009	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2007-012	Cassie	Ian	Weston Foods	15-Aug-2006	8-Mar-2006	31-Dec-2008		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2007-025	Jackson	Kibben M.	Don Adams	26-Sep-2006		30-May-2008	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2007-026	Finley	Peter H.	Terminal City Club Inc.	26-Sep-2006		24-Aug-2007	12	\$0	\$10,285	\$0	\$10,285	\$0	\$0	\$0	\$0	\$0
2007-032	Andrews	Mark D.	Royal Bank of Canada	30-Aug-2006		31-Dec-2008	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2007-063	Durbin	Prentice	myZone Media Inc.	22-Dec-2006		30-Apr-2009	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

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2007-064	Cohen	Tracey	James Chang	22-Dec-2006		30-Nov-2009	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2007-071	Paish	Susan	British Columbia Chamber of Commerce	21-Dec-2006		31-Oct-2008	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2007-093	Finley	Peter H.	438336 B.C. Ltd/Donato De Cotlis	7-Mar-2007		31-Dec-2008	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2007-108	Lyall	Elizabeth B.	Law Society of British Columbia	9-Jan-2007		27-Feb-2007	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2007-145	Horn/Ingborg	Blair/Georald	MetroBridge Networks Corporation			30-May-2008	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2008-045	Nathanson	Andrew Ian	KPMG Inc. (re Commonwealth Trust Comp)	22-Nov-2007		27-Nov-2012	6	\$0	\$5,808	\$0	\$5,808	\$0	\$0	\$0	\$0	\$0
2008-058	Mant	Iain	Ford Nicholson	5-Dec-2007		31-Dec-2008		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2008-072	Millar	Robert A.	Annacis Enterprises Ltd and Dean Dricos	21-Dec-2007		29-Oct-2010	2 - Claim	\$10,000	\$13,187	\$0	\$18,187	\$0	\$0	\$0	\$0	\$0
2008-073	Wotherspoon	David	Rene Rey Swiss Chocolate Ltd.	24-Dec-2007		30-Dec-2008	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2008-078	Hungerford	George	Dr. Peter Chan	27-Dec-2007		28-Nov-2008	2 - Claim	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2008-081	Martin	David	Tri Power Developments et al	27-Dec-2007		31-Jul-2009	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2008-084	Finley	Peter H.	Edward Chapman Limited	31-Dec-2007		31-Aug-2009	12	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2008-142	Jackson	Andrew	Scott Wilson	26-May-2008		31-May-2010	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2008-156	Ingborg	Georald	GLG Life Tech Corporation	20-Jun-2008		30-Apr-2010	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2008-169	Nathanson	Andrew	Shannon Murrin	25-Jun-2008		31-Jul-2009	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2009-039	Pratchett	Marina	Steve Lang	23-Oct-2008		15-Dec-2009	2 - Claim	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2009-057	Finley	Peter	Salient Developments (Water) Ltd.	21-Nov-2008		30-Dec-2010	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2009-058	Andrews	Mark	Canada Nickel Canada	25-Nov-2008		30-Dec-2010	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2009-072	Schmidt	Andrew	Torfinn Djukastein	19-Dec-2008		30-Dec-2010	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2009-073	Lee	Benjamin	Investec Asset Management Limited (UK)	22-Dec-2008		8-Apr-2016	6	\$0	\$4,708	\$0	\$4,708	\$0	\$0	\$0	\$0	\$0
2009-074	Kerr	Lisa	Philpott, Evitt and Company Limited	19-Dec-2008		31-Oct-2012	2 - Claim	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2009-076	Bell	Charlotte Pamela	Sacre-Coeur Minerals (Irwin A. Ollan)	24-Dec-2008		30-Apr-2013	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2009-095	Mersey	Avon	Carolynn Millard	19-Jan-2009				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2009-111	Quon	Robert	The Dells Holdings Ltd.	2-Mar-2009		31-Jul-2012	12	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2009-130	Polonenko	Daniel	University of Manitoba	21-Apr-2009		4-May-2015	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2009-131	Polonenko	Daniel	Medical Ventures Inc., (now Neovasc Inc.)	21-Apr-2009		4-May-2015	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2009-132	Polonenko	Daniel	British Columbia Institute of Technology (BCIT)	21-Apr-2009		4-May-2015	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2009-138	Low	Helen	Kenneth Stepa, Dan Stepa and Carolyn Wetzel	17-Apr-2009		30-Jun-2009	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2009-145	Willms	Charles	Ronald A. Bray/Kristina R. Bray and Guy B.	14-May-2009		27-May-2011	2 - Claim	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2010-030	Polonenko	Daniel	Heart Force Medical Inc.	30-Sep-2009				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2010-057	Schober	Frank	The Law Brothers Company LLC	5-Nov-2009		17-Dec-2012	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2010-066	Andrews/Siddall	Mark/Kieran	Freightliner Ltd.	26-Nov-2009		30-Mar-2012	2 - Claim	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2010-071	Laing	Ana	Brian Amazon	22-Dec-2009		27-Mar-2013	12	\$0	\$90	\$0	\$90	\$0	\$0	\$0	\$0	\$0
2010-072	Jackson	Andrew P.	Royal Bank of Canada, refinancing of Harrison	22-Dec-2009		31-Mar-2010	2 - Claim	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2010-073	Morley	William T.	Young Seo Kang	22-Dec-2009		6-May-2013	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2010-084	Spencer	Keith E.	CopperLeaf Technologies Inc.	31-Dec-2009		30-Nov-2010	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2010-088	Wilson	Paul C.	Salvation Army	31-Dec-2009		8-Apr-2013	5 - Claim	\$81,456	\$20,311	\$0	\$101,767	\$0	\$0	\$0	\$0	\$0
2010-118	Ghikas	Matthew	Terassen Gas Inc. ("TGI")	18-Mar-2010		30-Sep-2010	2 - Claim	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2010-153	Pratchett	Marina	Westland Air Conditioning	4-May-2010		30-Dec-2011	2 - Claim	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2010-171	Ingalls	Doran	Various Clients (USPTO and ViroForce)	16-Jun-2010		27-Mar-2013	5 - Claim	\$178,450	\$821,550	\$0	\$1,000,000	\$271,263	\$251,341	\$0	\$0	\$522,604
2010-194	Ingalls	Doran John	Exro Technologies Inc.	30-Jun-2010				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

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2011-004	Jackson	Kibben	Adanac Vilybdenum Corporation	28-Jul-2010		29-Dec-2011	6	\$0	\$5,585	\$0	\$5,585	\$0	\$0	\$0	\$0	\$0
2011-035	Durbin	Prentice	Copperleaf Technologies Inc.	28-Oct-2010		29-Jun-2011	5 - Claim	\$50,000	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0
2011-059	Lukas	Steve	Tri-M and Nupak	2-Dec-2010		30-Mar-2012	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2011-060	Wotherspoon	David	Meridian Medical Inc.	3-Dec-2010		26-May-2014	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2011-067	Oxtoby	Alison	Irifhan Rajani	17-Dec-2010		31-Aug-2012	2 - Claim	\$37,348	\$8,106	\$0	\$45,454	\$0	\$0	\$0	\$0	\$0
2011-075	Bell	Charlotte P.	Peter Franklin/Easi-Serv Products Inc.	22-Dec-2010		31-Oct-2011	12	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2011-076	Laing	Anna	Petrina Arason	23-Dec-2010		28-Jun-2013	12	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2011-084	Ingalls	Doran	Eyeball.com Network Inc.	31-Dec-2010		26-Sep-2012	6	\$7,999	\$0	\$0	\$7,999	\$0	\$0	\$0	\$0	\$0
2011-085	Berrow	Richard J.	Copperleaf Technologies Inc.	24-Dec-2010		17-May-2011	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2011-155	Ingalls	Doran John	Rx Networks Inc.	15-Feb-2011		27-Mar-2013	3 -	\$1,809	\$0	\$0	\$1,809	\$0	\$0	\$0	\$0	\$0
2011-165	Parrish	Michael D.	TradeBytes Data Corporation	27-Apr-2011		30-Nov-2012	4 - Claim	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2011-182	Martin	Stanley	Steven Hawboldt (Yellow Ridge Construction	20-May-2011		30-May-2014	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2011-187	Lukas / Tickle /	Steven / Vicki /	Anthony Mormino (0776146 B.C. Ltd.)	15-Jun-2011		17-Dec-2012	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2012-007	Greenberg	Brook	Heather Scherloski	25-Jul-2011		29-Nov-2012	12	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2012-008	Cohen	Tracey M.	Glen P. Robbins	26-Jul-2011		31-Dec-2012	12	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2012-009	Lyall	Elizabeth B.	Nextphase Strategy Marketing Inc.	26-Jul-2011		29-Jan-2016	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2012-020	Millar	Robert A.	JNKS (2006) Investments Ltd.	2-Sep-2011		8-Apr-2013		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2012-038	Spencer	Keith E.	Auto-Guadeloupe Columbus Acquisitions Inc. et	18-Oct-2011		30-Apr-2014	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2012-075	Alvarez	Henri	Brooks Farrell	23-Dec-2011		27-Feb-2015	4 - Claim	\$0	\$807,848	\$192,152	\$1,000,000	\$0	\$89,746	\$0	\$750,000	\$839,746
2012-076	Pontin	Mark	Stella-Jones Canada Inc.	23-Dec-2011		31-Jan-2012	6	\$0	\$27	\$0	\$27	\$0	\$0	\$0	\$0	\$0
2012-082	Dalik / Sanger	Donald M. / Stephanie	Ted Y. Nitta	30-Dec-2011		29-Apr-2013	12	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2012-106	Jackson	Andrew P.	Viva Pharmaceuticals	17-Feb-2012		4-May-2015		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2012-133	Polonenko	Dan	Eun Ja Gang	28-Mar-2012		17-Dec-2012	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2013-004	Morley	William T.	British Columbia Ferry Service Inc.	19-Jul-2012		9-Apr-2014	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2013-012	Ghikas	Matthew	Aspen Foundation	9-Aug-2012		20-Dec-2012	2 - Claim	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2013-031	Frechette	Edgar A.	Raute Canada Ltd.	16-Oct-2012		31-Oct-2013	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2013-034	Macdnis	Allison	Harvey Oreck	23-Oct-2012		29-May-2014	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2013-057	Millar	Robert A.	Donald M. Fuller	11-Dec-2012		31-Jul-2014	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2013-120	Lukas	Stephen G.	Thompson Creek Metals and Terrane Metals	16-May-2013		28-Nov-2014	12	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2013-123	Harrison	Bruce	Royal Bank of Canada Dominion Securities	9-Jul-2013		31-Oct-2013	12	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2014-003	Novakowski	Lorene A.	ART Turbine Inc/Andrew Rokeby-Thomas	1-Oct-2013		29-May-2015	12	\$0	\$430	\$0	\$430	\$0	\$0	\$0	\$0	\$0
2014-018	Quon	Robert W.	UST Global	24-Dec-2013		30-Jun-2015	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2014-061	Sutton	Nicola	Read Harris Holdings Ltd.	20-Mar-2014		31-Mar-2016	4 - Claim	\$0	\$58,752	\$0	\$58,752	\$0	\$0	\$0	\$0	\$0
2014-108	Boskovich	Carmine Louise	Zahir Popat	16-Jul-2014		31-Mar-2015	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2015-004	Kuypers	Roger	Hallmark Holding Ltd./Afolabi Awomolo	29-Jul-2014		21-Sep-2005		\$0	\$0	\$70,000	\$70,000	\$0	\$0	\$0	\$0	\$0
2015-008	Hungerford	George	New Finance Services Inc.	15-Aug-2014		4-May-2015	6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2015-017	Schober	Frank	Irwin A. Olan	15-Oct-2014		12-Sep-2012		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2015-028	Beil	Charlotte	First Quantum Minerals Ltd.	4-Nov-2014		30-Jun-2015	4 - Claim	\$0	\$4,169	\$0	\$4,169	\$0	\$0	\$0	\$0	\$0
2015-036	Knappe (paralegal)	Sara	Ron Korkut	19-Nov-2014				\$0	\$0	\$70,000	\$70,000	\$0	\$0	\$0	\$0	\$0
2015-040	Cameron	Gavin	Auto Canada / Brent Marshall	19-Dec-2014				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2015-045	McDonald	David						\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

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2015-054	Martin	David A.	Global Partnership, LLC	23-Dec-2014				\$0	\$4,471	\$545,529	\$550,000	\$0	\$0	\$0	\$0	\$0
2015-055	Andrews	Mark	Ted (Edward) Callahan	23-Dec-2014				\$0	\$0	\$30,000	\$30,000	\$0	\$0	\$0	\$0	\$0
2015-060	Wan	Adrian	Aker Solutions Canada Inc.	31-Dec-2014				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2015-080b	Kuyppers / MacNeil	Roger / Janine	Andrew Pinsky	26-Feb-2015		16-Dec-2016 6		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2015-099	Murray	Barbara J.	Catherine Anne Harney	2-Feb-2015		30-Jun-2015 12		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2015-104	Jackson	Andrew	Retirement Concepts Seniors Services Ltd.	9-Apr-2015		29-Jun-2015 2 - Claim		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2015-108	Chang / Wotherspoon	Samantha / David	DASH	10-Apr-2015	31-Mar-2015	31-Oct-2016 12		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2015-138	Wotherspoon / Coad	David / Rebecca	Al Jazeera Media Network	30-Jun-2015	23-Jun-2015			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2015-143	Cabott	Benjamin Jacob	Amy Dunkley Tinson	29-Apr-2015		29-Feb-2016 2 - Claim		\$2,481	\$0	\$0	\$2,481	\$0	\$0	\$0	\$0	\$0
2016-002	Nakanishi / Coval	Kevin / Simon	Oakridge Lutheran Church	8-Jul-2015	4-Jul-2013	30-Sep-2015 2 - Claim		\$0	\$0	\$130,000	\$130,000	\$0	\$0	\$0	\$0	\$0
2016-007	Dalik	Donald	Fenchurch Trust Co./George C. Magnus	28-Jul-2015				\$0	\$0	\$75,000	\$75,000	\$0	\$0	\$0	\$0	\$0
2016-008	Martin	David A.	Talasa Properties Limited Partnership	28-Jul-2015	24-Nov-2014			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2016-009	Martin	David	Hermes Canada	5-Aug-2015		16-Dec-2015 2 - Claim		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2016-017	Finley	Peter H.	Allan Markin et al.	26-Aug-2015				\$0	\$178,641	\$771,359	\$950,000	\$0	\$0	\$0	\$0	\$0
2016-028	Novakowski	Lorene Ann	Avigilon Corporation	21-Jul-2015				\$0	\$0	\$20,000	\$20,000	\$0	\$0	\$0	\$0	\$0
2016-032	Coad	Rebecca	Owners, Strata Plan LMS 463	13-Oct-2015		30-Nov-2015 6		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2016-034	Wotherspoon	David	Marian Zadra, Robert Zadra, and Yvonne Zadra	15-Oct-2015	1-Oct-2015			\$32,292	\$0	\$7,708	\$40,000	\$0	\$0	\$0	\$0	\$0
2016-050	Coval	Simon	The Ponderosa Fund	12-Nov-2015	15-Jun-2015			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2016-055	Ullrich / Batut	Dierk / Sarah	0762939 B.C. Ltd. (Trevor Klann)	4-Dec-2015		29-Jan-2016 6		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2016-057	Foster	Grant	Metropolitan Fine Printers Inc.	9-Dec-2015		29-Apr-2016 6		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2016-068	Pratchett	Marina Ann	Pedre Contractors	23-Dec-2015		31-Mar-2016 6		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2016-069	Spencer	Keith E.	Prelude Ventures LLC	22-Dec-2015		29-Apr-2016 6		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2016-071	Loneragan	Robert M.	Trimac Transportation Services	17-Dec-2015				\$0	\$0	\$0	\$10,000	\$0	\$0	\$0	\$0	\$0
2016-072	Coval	Simon	Imperial Parking Canada Corp	18-Dec-2015		25-May-2016 2 - Claim		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2016-073	Morley	William T.	Youngsoon Seo	18-Dec-2015				\$0	\$0	\$115,000	\$115,000	\$0	\$0	\$0	\$0	\$0
2016-074	Jackson	Kibbon M.	Julien Sellgren	18-Dec-2015				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2016-116	Finley	Peter	South Surrey Aggregates Ltd.	3-Feb-2016		29-Dec-2016 6		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2016-117	Finley	Peter	Colligo Networks, Inc.	8-Mar-2016				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2016-119	Spencer	Keith Evan	Dan Klenke	22-Mar-2016		31-Oct-2006 6		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2016-120	Greenberg	Brook	Ms. Yet Lun Joy	7-Apr-2016				\$0	\$15,027	\$984,973	\$1,000,000	\$0	\$0	\$0	\$0	\$0
2016-151	Francis	Jennifer	League IGW REIT / John Vedova / Ron Parachoni	14-Jun-2016				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2016-171	Jackson	Andrew	Buron Healthcare and Trellis/Castle	30-Jun-2016				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2016-172	Batut	Sarah	Nantree Holdings Ltd.	3-May-2016				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2017-003	Batut / Low	Sarah / Helen	Ronald Sonstegard (ex of Est Philip Arthur Goll)	13-Jul-2016	8-Apr-2016			\$0	\$0	\$60,000	\$60,000	\$0	\$0	\$0	\$0	\$0
2017-040	Bryant	Danielle Laurena	myZone Media Inc.	31-Aug-2016				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2017-066B	Ingberg	Georald	Handybook	2-Dec-2016				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2017-087	Willms	Charles F.	Hayes Group Holding	17-Oct-2016				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2017-112	Luke/Wan	Edmond/Adrian	Modern Kuyuan Development Holdings (Canada)	15-Mar-2017				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

New claims in RED

2900 – 550 Burrard Street  
Vancouver, British Columbia, Canada V6C 0A3

604 631 3131 Telephone  
604 631 3232 Facsimile  
1 866 635 3131 Toll free



**Simon R. Coval**  
Direct +1 604 631 3152  
Facsimile +1 604 632 3152

March 15, 2017  
File No.: 900296.00080/13888

**By E-Mail**  
**Privileged and Confidential**

Lawyers Insurance Fund  
The Law Society of B.C.  
6th floor  
845 Cambie Street  
Vancouver, BC V6B 4Z9

Canadian Lawyers Liability  
Assurance Society  
#510  
36 Toronto Street  
Toronto, ON M5C 2C5

**Attention: Murray Patterson**  
**Claims Manager**

**Attention: Norma Ibbetson**

Dear Sirs/Mesdames:

<b>Re: Lawyers:</b>	<b>Edmond C. Luke</b>
	<b>Adrian Wan</b>
<b>Potential Claimant:</b>	<b>Modern Kuyuan Development Holdings</b>
	<b>(Canada) Ltd. ("Client")</b>
<b>Estimated Exposure:</b>	<b>Unknown and difficult to estimate but</b>
	<b>potentially significant</b>

We write to report a potential claim which came to our attention yesterday. It involves some complex **and confidential** legal and client issues.

Please find attached an e-mail from Edmond Luke setting out the background information.

In brief, in December 2016, we represented the Client in its confidential and sensitive Share Purchase Agreement, whereby it bought out the entire 20% interest of its joint venture partner Intergulf Development (OTC) Corp. ("Intergulf"), from their joint venture company Intergulf-Modern Green Development Corp. ("Joint Venture Company"). The buy-out price was \$13 million at closing and a further amount between \$8.4 and \$10 million to be paid in the future.

Due to the commercially sensitive nature of the transaction, it was structured somewhat unusually, with Intergulf selling its preferred shares but retaining its 50% of the common

900296.00080/91194514.1

\* Fasken Martineau DuMoulin LLP is a limited liability partnership and includes law corporations.

shares of the Joint Venture Company. Intergulf was then expected to take only a passive, advisory role.

As part of our advice in December, we mistakenly told the Client that all financial value of the Joint Venture Company was in the preferred shares and the common shares had no financial value. Having further reviewed the Joint Venture Company's Articles over the past two days, we recognized that our advice was mistaken. The preferred shares have no stated value, distribution of the Company's dividends as between common and preferred shares is at the discretion of the directors; and in some circumstances (such as liquidation or winding up) all residual value is paid to the common shareholders.

Under the parties' Joint Venture Agreement, the Client and Intergulf each control one of the Joint Venture Company's two directors. They each have 3 members on the Company's Management Committee.

Intergulf has not yet taken the position that it retains a financial interest in the Joint Venture Company. But it has not taken the merely passive, advisory role as expected. Instead, the relationship is currently adversarial and Intergulf is interfering with the Client's pursuit of the Joint Venture Company's major real estate development project, and taking the position that the Client is in default under the Joint Venture Agreement.

Mr. Luke is going to advise the Client of our error and recommend that they obtain independent legal advice regarding this development. Andrew Xu at Collingwood Law Office is very familiar with the overall situation and is likely well positioned to give that advice.

We ask that an LIF representative kindly contact Edmond Luke at his or her earliest convenience to discuss this matter.

Yours truly,

  
**FASKEN MARTINEAU DuMOULIN LLP**

Simon R. Coval  
Personal Law Corporation

SRC/tm  
Enclosure

cc Pro-form Insurance Services (Attention: Robert S. Wilson, C.I.P.)  
Edmond C. Luke, w/o enclosure (*Private & Confidential*)  
Adrian Wan, w/o enclosure (*Private & Confidential*)  
Carmine Boskovich, w/o enclosure (*Private & Confidential*)

**CALGARY 2017**

**FMD-CGY**

List of Partners/Counsel with plc  
F2018

Partner	F2018 Status	Plc/Individual
Barnes, Clarke	Non-Equity	Clarke D. Barnes Professional Corporation
Black, Michael	Equity	Michael J. Black Professional Corporation
Both, David	Non-Equity	David Both Professional Corporation
Clayton, Klayton	Non-Equity	Katie Clayton Professional Corporation
Feldberg, Peter	Equity	Peter Feldberg Professional Law Corporation
Ferguson, Rod	Equity	Roderick A. Ferguson Professional Corporation
Gingrich, Sarah	Non-Equity	Sarah Gingrich Professional Corporation
Hunter, Brenden	Non-Equity	Brenden Hunter Professional Law Corporation
Kotkas, Alex	Equity	J. Alex Kotkas Professional Law Corporation
Larson, Jeff	Counsel	J.H. Larson Professional Corporation
Luciuk, Stephaniea	Counsel	Stephaniea Luciuk Professional Corporation
Lysak, Travis	Equity	Travis Powell Lysak Professional Corporation
Maxwell, Robert	Non-Equity	Robert D. Maxwell Professional Corporation
Punia, Gulu	Equity	Navdeep (Gulu) Punia Professional Corporation
Stewart, Curtis	Equity	C.R. Stewart Professional Corporation
Whitby, Scott	Counsel	Scott D. Whitby Professional Corporation
Wolfenberg, Chris	Equity	Christopher M. Wolfenberg Professional Corporation
Wyke, Karen	Non-Equity	Karen Wyke Professional Corporation

Counsel



APPENDIX B  
ACTIVE MEMBERS OF THE FIRM AS OF MARCH 1, 2017

Name of Firm: Fasken Martineau DuMoulin LLP

	CANADA				OUTSIDE OF CANADA <sup>5</sup>	
	B.C.	Alberta	Ontario	Quebec	Other Provinces (Please specify)	U.S. Other Locations
a) No. of Lawyers <sup>1</sup>		14				
b) No. of Patent & Trademark Agents <sup>2</sup>		0				
c) No. of Non-lawyer Consultants <sup>3</sup>		0				
d) No. of Paralegals		3				
e) No. of Other Employees		31				
f) No. of lawyers who are not employees of the Firm who, directly or indirectly, provide services to professional corporations which are partners of the Firm <sup>4</sup>		15				

<sup>1</sup> Including partners, employed lawyers, counsels/of counsels and lawyer consultants.

<sup>2</sup> These are not lawyers.

<sup>3</sup> Please complete Appendix C if individuals are reported under this category.

<sup>4</sup> Lawyers reported here should not be included under a). (See note at Question 8.f) of the application.)

<sup>5</sup> Please complete Question 3 of Appendix E to provide further information on lawyers reported under these columns.

Please attach a list of the lawyers reported under a) above, showing in each case his/her full name, date of call, date joined the Firm and, if applicable, date became partner.

Please attach a list of the names of the individuals reported under f) above, together with the names of the professional corporations to which they provide services.

If underlying insurance is purchased outside any Canadian mandatory law society program for lawyers, please provide full details under Appendix E, Question 4.

If members of the Firm, either alone or with others, engage in the conduct of any profession or business other than the practice of law (e.g. financial management, mortgage brokering or other consulting; underwriting or brokering of securities or investment banking activities; real estate appraisal; actuarial analysis) either directly or indirectly as an agent, employee or partner of any organization, please give full particulars.

**FASKEN MARTINEAU DUMOULIN LLP - CALGARY OFFICE**  
Active as of March 1, 2017

Status	Name	Date of Call - Home Province	Date of Call - Other Jurisdictions	Date of Hire	Became Counsel / Contractor	Became Associate	Became Regular Partner	Became Equity Partner
<b>Associates and Partners - Calgary</b>								
1 P - FT	Clarke Barnes	01-Sep-92	1989 - ON (Inactive)	04-Oct-10			04-Oct-10	
2 EP - FT	Michael Black	05-Sep-85		13-Sep-10				13-Sep-10
3 P - FT	David Both	18-Sep-09		27-Sep-10			Feb. 1 2017	
4 A - FT	Andrew Burt	11-Aug-15		07-Jul-14				
5 A - FT	Anif Chowdhury	28-Jul-10		22-Jun-09				
6 P - FT	Katie Clayton	09-Aug-02		25-May-04			01-Feb-08	
7 EP - FT	Peter Feldberg	08-Jan-96	1984 - BC	09-Jun-03				09-Jun-03
8 A - FT	Perry Feldman	23-Aug-12		07-Nov-16				
9 EP - FT	Roderick Ferguson	04-Aug-81		01-Oct-04				01-Oct-04
10 A - FT	Theodore Fong	05-Aug-11		05-Jul-10				
11 P - FT	Sarah Gingrich	08-Dec-09	2005 - ON	02-Dec-13			01-Feb-15	
12 A - FT	Claire Himsi	12-Aug-16		06-Jul-15				
13 A - FT	Jordan Hulecki	20-Aug-13		03-Jul-12				
14 P - FT	Brendan Hunter	26-Feb-07		03-Jan-06			01-Feb-14	
15 EP - FT	Alex Kotkas	16-Sep-94		22-Mar-04				22-Mar-04
16 EP - FT	Travis Lysak	25-Jul-02		23-Jun-14			23-Jun-14	01-Feb-17
17 A-FT	Sandra Malcolm	22-Aug-08		20-Apr-15				
18 P - FT	Robert Maxwell	08-Dec-80	1979 - ON	1-Feb-09			01-Feb-11	
19 EP - FT	Gulu Punia	25-Jun-02		10-Nov-08			01-Feb-12	
20 A - FT	Hannah Roskey	08-Aug-13		03-Jul-12				
21 EP - FT	Curtis, Stewart	15-Jan-00	1990 - SK	16-Apr-15				16-Apr-15
22 A - FT	Vhari Stowick	16-Dec-11		31-Aug-15				
23 A - FT	Kyla Stott-Jess	09-Sep-11		03-Aug-10				
24 A - FT	Dean Watt	25-Jun-02		06-Apr-09				
25 EP - FT	Chris Wolfenberger	2002		01-Jul-15				01-Jul-15
26 P - FT	Karen Wyke	19-Jul-01		25-May-04			01-Feb-09	
<b>Counsel - Calgary</b>								
27 C - FT	Jeff Larson	1991		02-Aug-16				
28 C - FT	Stephanie Luciuk	1998		24-May-16				
29 C - FT	Scott Whitby	11-Aug-00	1994 - SK	01-Jun-16				

<b>Legend:</b>	
P	Regular Partner
EP	Equity Partner
A	Associate
C	Counsel / Contractor
FT	Full Time

APPENDIX C

ACTIVE NON-LAWYER CONSULTANTS OF THE FIRM AS OF MARCH 1, 2017  
(Excluding Patent & Trademark Agents)

N/A

Name of Firm: Fasken Martineau DuMoulin LLP

SECTION A

Professional Service Provided or Type of Profession	# Person in Same Profession	Location (Province)	Client Contact	Advise Clients	Supervised by Lawyers	Underlying Insurance <sup>/1</sup>	% of Time Docketed <sup>/2</sup>
			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

SECTION B

Please provide the following details on the underlying insurances purchased and attach a copy of the policies:

Type of Exposure:	Type of Exposure:
Insurance Carrier:	Insurance Carrier:
Policy Number:	Policy Number:
Period of Insurance:	Period of Insurance:
Retroactive Date:	Retroactive Date:
Limits: \$ _____ per claim, \$ _____ aggregate	Limits: \$ _____ per claim, \$ _____ aggregate

<sup>/1</sup> If underlying insurance is purchased, please complete Section B.

<sup>/2</sup> PLEASE COMPLETE THIS COLUMN ONLY FOR INDIVIDUALS WHO ARE NOT ACTING UNDER THE SUPERVISION OF A LAWYER AND FOR THAT PORTION OF TIME THE INDIVIDUAL IS NOT ACTING UNDER THE SUPERVISION OF A LAWYER.



Canadian Lawyers Liability Assurance Society

2017/2018 Renewal Application for  
Excess Professional Liability Insurance

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This application is made by the undersigned member (the "Firm") of the Canadian Lawyers Liability Assurance Society ("CLLAS") for issuance by CLLAS to the Firm of policies of professional liability insurance.

*Note: The policies applied for are "claims made" policies and only provide coverage for claims first made against the Insured during the policy period.*

*Please answer ALL questions. Where space to answer is insufficient, attach a separate sheet.*

1. Name of Firm (Named Insured): Fasken Martineau DuMoulin LLP

2. Address of principal office: 333 Bay Street, Suite 2400, Bay Adelaide Centre  
Box 20, Toronto, ON M5H 2T6

Phone: ( 416 ) 366-8381 Fax: ( 416 ) 364-7813

3. Address, phone and fax numbers of other office(s):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Management or service companies, date(s) established and services provided:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Is the Firm a multi-disciplinary partnership ("MDP")? ☐ yes ☐ no

If "yes", provide date MDP was established and name the non-lawyer partners and their respective disciplines.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 
6. Since the most recent CLLAS application, has the name of the Firm been changed, or has any firm merged into the Firm? If so, give full particulars (including the number of lawyers merged into the Firm in each such situation) unless previously provided.

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7. Attached as Appendix A is a list of the Firm's predecessor firms resulting from mergers since July 1, 1987. Is the list complete?

☐ yes    ☐ no

If "no", please provide update.

Note: A predecessor firm is one a) which has undergone dissolution; and b) in which more than 50% of the partners and employed lawyers became partners and employed lawyers of the Firm.

8. Please complete Appendices B and C to provide the following details as of March 1, 2017:

↳ N/A

- a) Number of lawyers (including partners, employed lawyers, counsels/of counsels and lawyer consultants).
- b) Number of patent & trademark agents (who are not lawyers).
- c) Number of other non-lawyer consultants.
- d) Number of paralegals.
- e) Number of other employees.
- f) If applicable, the number of lawyers who are not partners, employed lawyers, counsels/of counsels or lawyer consultants of the Firm who, directly or indirectly, provide services to professional corporations which are partners of the Firm. Please identify such individuals and professional corporations as requested in Appendix B.

See attachment

Note: A common professional corporation structure is one where the lawyer remains a partner of the firm but the firm contracts with a professional corporation to provide the services of the partner to the firm via the professional corporation. Those lawyers would be accounted for in a) above. Question f) is intended to address an alternative structure whereby the professional corporation itself is a partner of the firm and it contracts directly or via another professional corporation with a lawyer to provide professional services.

Does not apply  
for Calgary.

APPENDIX E

PROFESSIONAL SERVICES PROVIDED RELATING TO NON-CANADIAN LAW &  
PROFESSIONAL SERVICES PROVIDED IN THE U.S. & OUTSIDE OF CANADA

Name of Firm: Fasken Martineau DuMoulin LLP

1. Professional Services Provided by Canadian Lawyers Relating to Non-Canadian Law

Please provide the following information on lawyers primarily resident in Canada who provide Professional Services relating to non-Canadian law (not including those which are incidental to the practice of Canadian law). Please only report on lawyers with more than 5% of docketed time in this category.

Name of Lawyer	Location of Office	% of Docketed Time Relating to Non-Canadian Law

2. Professional Services Provided by Canadian Lawyers from a U.S. Office

Please provide the following information on lawyers primarily resident in Canada who provide Professional Services part time in an office or branch of the Firm located in the United States. Please only report on lawyers with more than 5% of docketed time in this category.

Name of Lawyer	Location of Office	% of Docketed Time in the U.S. Office

3. Professional Services Provided by Offices Outside of Canada

Please provide the following information on all lawyers reported in Appendix B under the "Outside of Canada" column.

Location of Office	# of Lawyers Practise 100% Canadian Law	# of Lawyers Practise 100% Non-Canadian Law	# of Lawyers Practise both Canadian & Non-Canadian Law

#### 4. Other Insurance

For the exposures identified in Questions 1, 2 and 3 above, please provide details of specific insurance protection (e.g. coverage provided for a non-Canadian office or by a non-Canadian law society) as well as a copy of the policies.

Type of Exposure: \_\_\_\_\_  
Insurance Carrier: \_\_\_\_\_  
Policy Number: \_\_\_\_\_  
Period of Insurance: \_\_\_\_\_  
Retroactive Date: \_\_\_\_\_  
Limits: \$\_\_\_\_\_ per claim, \$\_\_\_\_\_ annual aggregate

Type of Exposure: \_\_\_\_\_  
Insurance Carrier: \_\_\_\_\_  
Policy Number: \_\_\_\_\_  
Period of Insurance: \_\_\_\_\_  
Retroactive Date: \_\_\_\_\_  
Limits: \$\_\_\_\_\_ per claim, \$\_\_\_\_\_ annual aggregate

Type of Exposure: \_\_\_\_\_  
Insurance Carrier: \_\_\_\_\_  
Policy Number: \_\_\_\_\_  
Period of Insurance: \_\_\_\_\_  
Retroactive Date: \_\_\_\_\_  
Limits: \$\_\_\_\_\_ per claim, \$\_\_\_\_\_ annual aggregate

Type of Exposure: \_\_\_\_\_  
Insurance Carrier: \_\_\_\_\_  
Policy Number: \_\_\_\_\_  
Period of Insurance: \_\_\_\_\_  
Retroactive Date: \_\_\_\_\_  
Limits: \$\_\_\_\_\_ per claim, \$\_\_\_\_\_ annual aggregate

9. Please show the Firm's practice split by indicating the approximate percentage of billings for the following areas of law:

	<u>This Year</u>	<u>Last Year</u>
a) Corporate and Commercial Law	%	30.1 %
b) Criminal Law	%	0.0 %
c) Family Law	%	0.0 %
d) Intellectual Property	%	6.0 %
e) Labour Law	%	13.1 %
f) Litigation	%	24.4 %
g) Real Estate	%	9.0 %
h) Securities Law	%	7.3 %
i) Tax Matters	%	3.5 %
j) Wills, Estates, Trust	%	1.2 %
k) Other (please specify)	%	5.4 %

10. Have any of the lawyers or non-lawyer consultants listed in Appendices B and C or former lawyers or former non-lawyer consultants of the Firm been the subject of disciplinary proceedings, suspended or disbarred from practice since the date of the Firm's most recent CLLAS application? ☐ yes ☒ no

If "yes", please provide full details:

11. Attached as Appendix D is a description of the "Associated Firms" and "Umbrella Firms" which are identified in the Associated Firm Endorsement (Endorsement No. 1) of the current CLLAS Primary Policy. Please verify, update where appropriate and advise CLLAS of any anticipated changes.

12. Canadian law society programs may restrict coverage if Professional Services are provided outside of Canada or if the Professional Services relate to non-Canadian law. The CLLAS Primary Policy also excludes coverage for lawyers providing Professional Services from a U.S. office as well as the practice of non-Canadian law. Please provide details of such services in Appendix E. N/A

13. Attached as Appendix F is a schedule of claims and notices which have been given to the applicable law society and CLLAS as of December 31, 2016. Please verify and provide any changes in status. All known claims or notices that are not on the schedule, including those reported to any underlying insurance carrier, should be reported up to the date of this application. However, updates thus reported are not considered official notice of claim to CLLAS.

If applicable, CLLAS will also require an update on claims of your predecessor firms which were reported prior to any merger which are paid or currently reserved excess of \$500,000.

Note: Details required on all claims or notices are: name of lawyer, name of claimant, date claim reported, error date, date claim closed (if applicable), a brief description of the claim, including damages sought, amount paid (legal & indemnity) and amount reserved (legal & indemnity).

\* Please see attached reporting of claims Page 3  
and memo for: Jordan Hulecki, David Both, Arif Choudhury,  
Clarke Barnes, Curtis Stewart



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14. Will the Firm purchase coverage under the CLLAS optional excess layer?

☐ yes      ☐ no

If "yes", please indicate preferred limit option:

<input type="checkbox"/> \$10M xs \$160M	<input type="checkbox"/> \$20M xs \$160M
<input type="checkbox"/> \$30M xs \$160M	<input type="checkbox"/> \$40M xs \$160M
<input type="checkbox"/> \$50M xs \$160M	<input type="checkbox"/> \$60M xs \$160M

15. Under Appendix G, please provide a full description of the Firm's most current risk management policies and procedures or, if appropriate, an update to your response to Appendix G of last year's renewal application.

16. Please complete Appendix H to provide underwriting information with respect to cyber liability.

17. Please attach as Appendix I copy of the Firm's 2017 Professional Liability Insurance Application and Exemption Form submitted to LawPro.

The undersigned hereby declares that the above statements and particulars, including those set forth in Appendices A through I, are true and that no material facts have been omitted, suppressed or misstated and that this application, which is deemed to include the information from any previous applications completed by the Firm for CLLAS, shall be the basis of each of the insurance contracts with CLLAS.

Signature: \_\_\_\_\_

*(Must be signed by a Partner of the Firm)*

Name of Signatory: \_\_\_\_\_

*(Who shall be the designated contact person between CLLAS & the Firm as respects this insurance.)*

Date: \_\_\_\_\_

## MEMORANDUM

**TO:** Calgary Lawyers **DATE:** February 27, 2017  
**FROM:** Sandra Mouland  
**RE:** ERRORS & OMISSIONS - REPORTING OF CLAIMS

**\*\*\*\*\* RESPONSE REQUIRED BY FRIDAY, MARCH 17, 2017 \*\*\*\*\***

We are preparing the application for the renewal of our excess insurance through CLLAS. In that regard we must ensure that our current insurers are advised of (i) any unreported errors and omissions claim that a reasonable lawyer would expect may be made against the firm, its predecessors and/or present and former lawyers and (ii) any unreported event or circumstance that a reasonable lawyer would conclude carries the potential for an errors and omissions claim to be made.

Please take this opportunity to consider and report any matter which could result in a claim. The failure to report a claim or potential claim of which we have knowledge could result in a loss of coverage for that claim.

If you are not aware of any claim or potential claim kindly complete the attached form and return it to Simone Mehra as soon as possible.

If you are aware of any claim or potential claim which has not previously been reported, please indicate below and provide Simone Mehra with a memorandum describing the previously unreported claim or potential claim, no later than Friday, March 17, 2017.

**NOTE:** We also want to take this opportunity to update the status of all previously reported claims or potential claims. Please provide Simone Mehra with a memorandum indicating the current status of any previously reported claim (for your convenience, if applicable, a copy of the last status update is attached).

## MEMORANDUM

DATE: February 27, 2017  
TO: Sandra Mouland  
RE: ERRORS & OMISSIONS - REPORTING OF CLAIMS

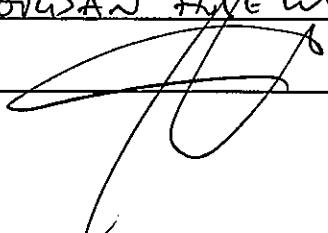
---

**I am not aware of any such claim(s)** ☐

**I am aware of facts which might result  
in a claim(s) and which has/have not previously  
been reported as described in the attached  
memorandum** ☐

**I am aware of a previously reported claim(s) or potential  
claim (see attached status report for updating, if applicable)  
the status of which is indicated in the attached memorandum** ☒

Name JORDAN HUELL

Signature 

## MEMORANDUM

To: File

Date: March 9, 2016

From: Jordan C. Hulecki

File/Matter No.: 261990.19413

Client: Rapid Rod Service Ltd.

Re: Update regarding potential claim against Fasken Martineau DuMoulin LLP

This Memorandum updates the memorandum dated June 9, 2016 and designated as FMD document #90873630, which was provided to CLLAS as part of the claims reporting process. This Memorandum has been prepared for internal reporting purposes only and has not been provided to CLLAS.

### Summary

Client (Rapid Rod Service Ltd., "**Rapid Rod**") was entitled to liens under *Builders' Lien Act*, R.S.A. 2000, c. B-7 for unpaid work done for client's customer (Spyglass Resources Corp., "**Spyglass**") that is now insolvent and subject to an order pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36. Due to solicitors' error, some of these lien rights were lost.

Client subsequently settled its validly-filed lien claims with Spyglass' Receiver under the CCAA process. CLLAS was notified of the settlement. To my knowledge, no claim against FMD has been commenced. The file remains active with the Alberta Lawyers' Insurance Association ("**ALIA**").

### Details

As detailed in the memorandum of June 9, 2016, this potential claim concerns lien rights pertaining to certain work performed by Rapid Rod for Spyglass, which lien rights were lost as a result of my misinterpretation of documents provided by Rapid Rod and other errors.

Although I omitted to protect some of Rapid Rod's lien rights against Spyglass, I did successfully protect some others. In October 2016, Rapid Rod accepted an offer from Spyglass' Receiver to settle these successfully-protected lien claims. I informed CLLAS of this development by letter on December 14, 2016.

On December 15, 2016 I confirmed to CLLAS that the file remained active with ALIA (File No. 20160592 DLA). I have no knowledge of any further developments with respect to this claim, including any action by Rapid Rod against either FMD or ALIA.

Fasken Martineau DuMoulin LLP

Barristers and Solicitors  
Patent and Trade-mark Agents

First Canadian Centre  
350 7th Avenue SW, Suite 3400  
Calgary, Alberta T2P 3N9  
Canada

+1 403 261 5350 Telephone  
+1 403 261 5351 Facsimile  
1 877 336 5350 Toll-free

fasken.com



**Jordan C. Hulecki**  
Direct +1 403 261 6161  
jhulecki@fasken.com

December 14, 2016  
File No.: 261990.19413/19413

**By Email**

Canadian Lawyers Liability Assurance Society  
Office of the General Manager  
510, 36 Toronto Street  
Toronto, ON M5C 2C5

**Attn.: Mr. A. Timothy Clarke**

Dear Mr. Clarke:

**Re: Canadian Lawyers Liability Assurance Society (CLLAS)**  
**Insured: Fasken Martineau DuMoulin LLP (Jordan C. Hulecki)**  
**Claimant: Rapid Rod Service Ltd.**  
**CLLAS File: 2016-149**  
**LSA File: 16-0592**

I write in response to your correspondence of December 12, 2016 requesting an update on the above-noted matter. Since our last correspondence in the summer, our client Rapid Rod has settled its claims against Spyglass relating to the correctly-filed liens. Attached please find correspondence to this effect.

Please do not hesitate to contact me with any questions or concerns.

Cordially,

**FASKEN MARTINEAU DuMOULIN LLP**



Jordan C. Hulecki

/JCH

Enclosure

261990.19413/91083502.1

Jessica L. Cameron  
T (403) 232-9715  
F (403) 266-1395  
jcameron@blg.com

Borden Ladner Gervais LLP  
Centennial Place, East Tower  
1900, 520 - 3rd Ave S W  
Calgary, AB, Canada T2P 0R3  
T 403.232.9500  
F 403.266.1395  
blg.com



File No. 413255/000044

October 24, 2016

Delivered by Courier

Fasken Martineau DuMoulin LLP  
3400 - 350 7<sup>th</sup> Avenue SW  
Calgary AB, T2P 3N9

Attention: Arif Chowdhury

Dear Sir:

**Re: In the Matter of the Receivership of Spyglass Resources Corp. ("Spyglass"), Lien Claims Process**

Further to your correspondence dated October 20<sup>th</sup>, 2016, please find enclosed a trust cheque from the Receiver in the amount of \$77,010.05 as settlement of Rapid Rod Service Ltd.'s ("Rapid Rod") lien claim against Spyglass and Rapid Rod's Notice of Dispute filed in Spyglass' lien claims process. These funds are sent to you in trust and are not releasable until we have received:

1. A filed copy of the Discontinuance of Claim;
2. Evidence of the discharges of all registered Liens; and
3. Evidence of the discharge of the Certificate of *Lis Pendens* at the Land Titles Office.

Should these trust conditions not be acceptable to you, we would ask that you immediately return the funds to the undersigned.

Sincerely,

Borden Ladner Gervais LLP

A handwritten signature in black ink, appearing to read "J. Cameron", is written over a horizontal line.

Jessica L. Cameron

Enc.

cc: Cassie Riglin, Duncan MacRae (via email)  
Ernst & Young Inc., Receiver

\* Fasken Martineau DuMoulin LLP

Barristers and Solicitors  
Patent and Trade-mark Agents

First Canadian Centre  
350 7th Avenue SW, Suite 3400  
Calgary, Alberta T2P 3N9  
Canada

+1 403 261 5350 Telephone  
+1 403 261 5351 Facsimile  
1 877 336 5350 Toll-free

fasken.com



Arif Chowdhury  
Direct +1 403 261 5379  
achowdhury@fasken.com

October 20, 2016  
File No.: 302788.00002/18163

**By Email**

Borden Ladner Gervais LLP  
Centennial Place, East Tower  
1900, 520-3<sup>rd</sup> Ave SW  
Calgary, AB T2P 0R3

**Attention: Jessica Cameron**

Dear Sirs/Mesdames:

**Re: Notice of Revision or Disallowance  
Spyglass Resources Corp. *et al***

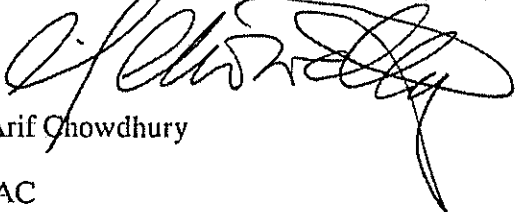
Thank you for your letter of October 14, 2016.

With respect to travel, you are correct that Rapid Rod Service Ltd. is only making a claim in respect of invoice items for "crew truck" and not "crew travel". Accordingly, Rapid Rod's total claim lien claim was reduced to \$86,805.00.

We continue to disagree with your assertion that liens are directly linked to specific invoices, based on the reasoning and comments in the Court of Appeal decisions cited in our earlier correspondence. I also note that of the Encumbrance Detail Reports exhibited in Mr. Smith's Affidavit of August 18, 2016, only those found in Exhibit "B" show a prior registration to that of Rapid Rod. However, we accept your offer of \$77,010.05 in order to resolve this matter. Would you kindly confirm receipt of this correspondence?

Yours truly,

**FASKEN MARTINEAU DuMOULIN LLP**

  
Arif Chowdhury

/AC

302788.00002/91021445.1

## MEMORANDUM

To: Canadian Lawyers Liability Assurance Society      Date: June 9, 2016  
From: Jordan C. Hulecki      File/Matter No.: 261990.19413  
Client: Rapid Rod Service Ltd.  
Re: Details of potential claim against Fasken Martineau DuMoulin LLP

---

This Memorandum is provided as an attachment to the Claims Reporting Form submitted to the Canadian Lawyers Liability Assurance Society on June 9, 2016 in respect of CLLAS File No. 2016-149.

### Summary

Client (Rapid Rod Service Ltd., “**Rapid Rod**”) was entitled to liens under *Builders’ Lien Act*, R.S.A. 2000, c. B-7 for unpaid work done for client’s customer (Spyglass Resources Corp., “**Spyglass**”) that is now insolvent and subject to an order pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36. Due to solicitors’ error, some of these lien rights were lost.

### Details

On November 26, 2015, Rapid Rod delivered to us approximately 90 invoices issued to Spyglass, dating back to September 2015 and corresponding to work performed on oil wells or wellsites for which payment remained outstanding. Rapid Rod had heard that Spyglass was entering receivership and requested that liens be registered immediately to preserve its priority in respect of Spyglass’ debt.

On November 27, 2015, Rapid Rod informed us that Spyglass had issued them a cheque towards the invoices, and that they would provide us with a revised list of unpaid invoices. A list of October and November invoices was delivered on November 29, 2015.

I misread that list as indicating that the October invoices had been paid, when in fact they had not been paid. I submitted an inquiry to the client based on my incorrect assumption, but neither my inquiry nor the client’s response awakened either me or the client to my error. As a result, I filed liens corresponding to the November invoices but not the October invoices. I also filed one lien against the incorrect title, and omitted to file a lien in respect of one November invoice that I appear to have missed.

I also omitted to file liens against fractional interests in the mineral estates corresponding to the invoices, held by parties other than Spyglass.



I realized my mistakes in May 2016 when I reviewed the liens pursuant to a request for information from counsel for Spyglass' Receiver. By that time the statutory period for filing liens in respect of the invoices had lapsed.

Rapid Rod's likely losses include (a) the amount of the October invoices, and the amount of any November invoices that I failed to lien, that could have been recovered following liquidation of Spyglass' assets under the CCAA proceeding to which Spyglass is currently subject; and (b) the amount owing to Rapid Rod that could have been recovered via builders' lien from the other fractional rights-holders in the mineral estates whose interests I omitted to lien, to the extent that that debt cannot be recovered through an action in debt or *quantum meruit*.

The nominal value of the debts that were not secured by liens due to my apparent errors is approximately \$160,000, but given what we know of Spyglass' receivership it is possible that the debts may not have been fully recoverable even had the liens been properly registered. The receivership proceeding is still ongoing; counsel to the Receiver has indicated that its opinion is under review. We have reviewed the matter and are of the view that the lien rights lost by Rapid Rod are likely not salvageable, and that there are likely to be few, if any, measures that we can take to mitigate Rapid Rod's loss as a result of these errors.

Rapid Rod has been notified of these errors and has indicated a desire that the situation be amicably resolved.

The Alberta Lawyers' Insurance Association has been notified of this claim, and they have opened File No. 20160592 DLA.

## MEMORANDUM

DATE: February 27, 2017  
TO: Sandra Mouland  
RE: ERRORS & OMISSIONS - REPORTING OF CLAIMS

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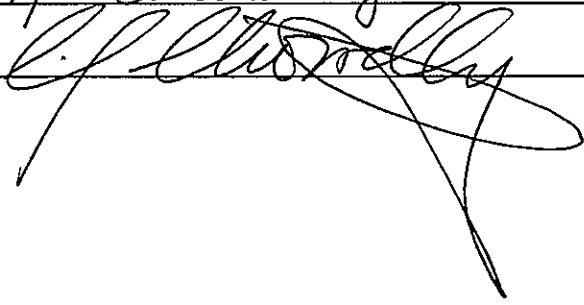
**I am not aware** of any such claim(s) ☐

**I am aware** of facts which might result  
in a claim(s) and **which has/have not previously**  
**been reported** as described in the attached  
memorandum ☐

**I am aware** of a previously reported claim(s) or potential  
claim (see attached status report for updating, if applicable)  
the status of which is ~~indicated in the attached memorandum~~ ☒

available from Jordan  
Hulecki that has reported it.

Name Arif Chowdhury

Signature 

## MEMORANDUM

DATE: February 27, 2017  
TO: Sandra Mouland  
RE: ERRORS & OMISSIONS - REPORTING OF CLAIMS

---

**I am not aware** of any such claim(s) ☐

**I am aware** of facts which might result  
in a claim(s) and **which has/have not previously**  
**been reported** as described in the attached  
memorandum ☐

**I am aware** of a previously reported claim(s) or potential  
claim (see attached status report for updating, if applicable)  
the status of which is indicated in the attached memorandum ☒  
(see memo attached to Sordani Hulecki's statement)

Name Dave Roth

Signature 

## MEMORANDUM

DATE: February 27, 2017  
TO: Sandra Mouland  
RE: ERRORS & OMISSIONS - REPORTING OF CLAIMS

---

**I am not aware** of any such claim(s) ☐

**I am aware** of facts which might result  
in a claim(s) and **which has/have not previously**  
**been reported** as described in the attached  
memorandum ☐

**I am aware** of a previously reported claim(s) or potential  
claim (see attached status report for updating, if applicable)  
the status of which is indicated in the attached memorandum ☒

Name Clarke Barnes

Signature [Signature]

## MEMORANDUM

To: Sandra Mouland

Date: March 6, 2017

From: Clarke Barnes

File/Matter No.: 309555.00328

Client: Parker Hannifin Canada


Re: Errors & Omissions Reporting

---

I attach, in support of my claims report, a copy of correspondence sent to ALIA regarding a potential claim of Phoenix Precision Ltd. regarding our representation of Parker Hannifin Canada and Parker Hannifin Corporation.

I was not personally involved in the matter - Katherine Rubin was the primary lawyer involved (with assistance from Stuart Blyth). Katherine has left our firm, I filed the ALIA report following the report filed by Rob Maxwell in regard to Janice Javier (ALIA requires a report to be in connection with an Alberta lawyer - Janice is an Ontario solicitor).

Counsel for Phoenix brought an application to have Fasken lawyers attend a questioning, which application was dismissed in June of 2016. To my knowledge no further steps involving Fasken have occurred. We believe the risk of liability is low.



**Clarke Barnes**  
Direct 403 261 5374  
clbarnes@fasken.com

June 7, 2016  
File No.: 285287.00001/18419

**Via Courier**

Alberta Lawyer's Insurance Association  
500, 919 - 11<sup>th</sup> Avenue SW  
Calgary, AB T2R 1P3

**Attention: Anna Lerch, B.A., J.D.**  
**Claims Examiner**

Dear Sirs:

**Re: Phoenix Precision Ltd. and 840501 Alberta Limited v. Parker Hannifin  
Canada and Parker Hannifin Corporation  
Court of Queen's Bench File No. 1501-03205**

Please find enclosed the following documents with respect to the above noted matter:

1. ALIA New Claim Report; —
2. Application filed on April 21, 2016; and
3. Copy of correspondence to Paula Haney from Robert D. Maxwell dated January 22, 2016. —

I trust the enclosed to be in order. Should you need any further information, please do not hesitate to contact me.

Yours truly,

**FASKEN MARTINEAU DuMOULIN LLP**

Clarke Barnes

CDB/nd  
Enclosure

285287.00001/90869765.1

**TO: The Alberta Lawyers Insurance Association (ALIA)**

c/o The Law Society of Alberta  
500, 919 - 11th Avenue S.W.  
Calgary, Alberta T2R 1P3.  
Telephone: (403) 229-4716, 1-800-661-1694  
Fax: (403) 244-3072, E-mail: [ALIA@lawsociety.ab.ca](mailto:ALIA@lawsociety.ab.ca)

***To ensure a timely investigation of this potential claim, please return this form along with relevant documentation within three (3) weeks to our CALGARY Office.***

The personal information collected from you will be used by the Alberta Lawyers Insurance Association (ALIA) for one or more purposes contemplated by the Legal Profession Act, the Rules of the Law Society, the Code of Conduct, or a resolution of the Benchers and will be accessible to all departments of the Law Society. The information may be used or disclosed by ALIA, now or in the future, for regulatory purposes, including Law Society investigations and proceedings. We may contact you to obtain additional information, or to obtain clarification on the information you provided. Should you have any questions about the collection, use or disclosure of this information, please contact ALIA @ (403) 229-4716.

**CONFIDENTIAL****New Claim Report****ALIA File:** 20160360ALE**LAWYER INFORMATION**

Lawyer: Clarke Barnes	Roll No.: 9235	Year Called to Bar: 1992	File No.: 209555 .00328
Law Firm Name: Fasken Martineau DuMoulin LLP			
Current Occupation: Lawyer			
What firm were you with at the time the alleged error occurred? Fasken Martineau DuMoulin LLP			

**BUSINESS INFORMATION**

Business Address: 3400, 350 - 7th Avenue SW Calgary, AB T2P 3N9	
Business Phone: 403.261.5374	Business Fax: 403.261.5351
Business E-Mail: <a href="mailto:clbarnes@fasken.com">clbarnes@fasken.com</a>	

**PERSONAL INFORMATION**

Home Address: 211 Springmere Close Chestermere, AB T1X 1K1	
Home Phone: 403.263.8060	Cell Phone: 403.471.7314

### CLAIMANT INFORMATION

Name of Claimant:	Phoenix Precision Ltd. and 840501 Alberta Ltd.
Address:	900, 517 - 10th Avenue SW
Telephone:	
Claimant's Lawyer:	Terry Czechowskyj
Firm:	Miles Davison LLP
Telephone:	403.298.0326

Name of Client, if different from Claimant:	Parker Hannifin Canada and Parker Hannifin Corporation
Length of time you have acted for the Client:	Many Years
Is/was there a solicitor/client relationship between you/the firm and the claimant? <b>Yes</b> <input type="checkbox"/> <b>No</b> <input checked="" type="checkbox"/> If "No", explain: FMD acted for Parker Hannifin as a vendor of certain assets	
Is claimant aware of the potential problem? <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b> <input type="checkbox"/>	
Are you continuing to represent the claimant? <b>Yes</b> <input type="checkbox"/> <b>No</b> <input checked="" type="checkbox"/> If "No", where is the file?	
Have your fees been paid? <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b> <input type="checkbox"/>	



### CLAIM INFORMATION

When did the alleged error occur? Day: <u>7<sup>th</sup></u> Month: <u>January</u> Year: <u>2014</u>
Is this a Real Estate 'Protocol' claim? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> <i>(A surcharge may not result if this claim involved a Real Estate protocol closing)</i>
How were you made aware of the potential claim? Correspondence from Plaintiffs' counsel.
When were you made aware of the potential claim against you? Letter of January 19, 2016
When were you first put on notice (written and/or oral) of a claim? <i>If you received written notice or statement of claim, please attach a copy.</i> January 19, 2016
Aside from a solicitor-client relationship, do you have an ownership, financial, or business interest in the client or claimant? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If "Yes", please elaborate
Does this claim arise out of the claimant/client doing business with an entity in which you have an ownership, financial or business interest? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If "Yes", please elaborate
Is there any proceeding (such as a foreclosure, repossession, application or defence) requiring urgent attention? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If "Yes", by when?
Estimate the amount of the claim that may be presented against you: \$ Unknown
In your opinion, the likelihood of liability is: Unlikely <input checked="" type="checkbox"/> Possible <input type="checkbox"/> Probable <input type="checkbox"/> Definite <input type="checkbox"/>
Please identify other parties who may be involved in the dispute, e.g. real estate agent, bank, appraisers, tortfeasors, insurers: Not applicable.
List all staff members directly involved in the matter out of which the alleged error arose, indicating position (partner, associate, articling Student, legal assistant, secretary): Stuart Blyth, Partner, Clarke Barnes, Partner, Janice Javier, Partner and Katherine Rubin, Associate

### OTHER

What percentage of your practice was devoted to this area of law at that time?	20 %
How long had you been practicing in this area of law at the time?	27 Years
Does your Firm carry Excess of the \$1,000,000 Mandatory Coverage: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Insurer	Policy #

**\*\*\* Please specify the Area of Law, Error / Omission, Cause of Loss  
and Client number in the area provided \*\*\***

<u>Area of Law</u>	
<b>1 Real Estate Conveyancing</b>	<b>6 Estate Planning and Administration</b>
1.1 Unspecified	6.1 Unspecified
1.2 Residential	6.2 Wills
1.3 Condominium	6.3 Estate Planning
1.4 Commercial	6.4 Estate Administration
1.5 Farm	6.5 Trusts
1.6 Other	6.6 Power of Attorney
<b>2 Civil Litigation</b>	6.7 Committeeships / Dependent Adult Act
2.1 Unspecified	6.8 Other
2.2 Personal Injury, automobile	<b>7 Aboriginal</b>
2.3 Personal Injury, other	<b>8 Administrative/Boards/Tribunals</b>
2.4 Medical Malpractice	8.1 Unspecified
2.5 Professional Malpractice, other	8.2 Health Law
2.6 Wrongful Dismissal	8.3 Human Rights
2.7 Liens	8.4 Workers Compensation
2.8 Creditor Remedies	8.5 Law Society
2.9 Insurance Contract	8.5.1. Law Society - Custodian
2.10 Commercial	8.5.2. Law Society - Mentor
2.11 Landlord & Tenant	8.6 Other
2.12 Charter	<b>9 Admiralty</b>
2.13 Foreclosure	<b>10 Arbitration</b>
2.14 Other	<b>11 Aviation</b>
<b>3 Commercial</b>	<b>12 Bankruptcy/Insolvency/Receivership</b>
3.1 Unspecified	<b>13 Criminal</b>
3.2 Construction Contracts	13.1 Unspecified
3.3 International Business	13.2 Driving & Traffic Offenses
3.4 Lease	13.3 Young Offenders
3.5 Loans, Financing	13.4 Other
3.6 Natural Resources (Oil & Gas, Mining, etc.)	<b>14 Employment/Labour</b>
3.7 Purchase/Sale of Business	<b>15 Entertainment</b>
3.8 Other	<b>16 Environmental</b>
<b>4 Corporate</b>	<b>17 Immigration</b>
4.1 Unspecified	<b>18 Intellectual Property</b> (includes Patent, Trademark, Copyright, Software Licensing)
4.2 Corporate Governance	<b>19 Mediation</b>
4.3 Incorporation	<b>20 Tax</b>
4.4 Reorganization/Amalgamation	20.1 Unspecified
4.5 Securities	20.2 Corporate
4.6 Shareholder Agreement	20.3 Personal/Family
4.7 Other	20.4 Estate/Trust
<b>5 Matrimonial and Family</b>	20.5 Other
5.1 Unspecified	<b>21 Other</b>
5.2 Divorce	
5.2.1. Property Settlement	
5.2.2. Custody	
5.2.3. Maintenance	
5.2.4. Pension Issues	
5.3 Separation	
5.4 Adoption	
5.5 Other	

## Error / Omission

### **1 Limitation/Deadlines**

- 1.1 Statutory
- 1.2 Contractual
- 1.3 Procedural
- 1.4 Other

### **2 A) Procedural**

- 2.1 Defective documentation
- 2.2 Search
- 2.3 Failure to advance litigation
- 2.4 Failure to proceed expeditiously
- 2.5 Failure to appear on behalf of client
- 2.6 Registering/filing
- 2.7 Inadequate Investigation
- 2.8 Error in choice of procedures

### **B) Real Estate only**

- 2.9 Survey/R.P.R./other professional certificate/opinion
- 2.10 \*Registry Office Search
- 2.11 \*Searches other than Registry Office
- 2.12 Failure to sub-search
- 2.13 Lack of independent verification, reliance on others
- 2.14 Protocol

### **3 Advice & Protection**

- 3.1 Title problems/dispute
- 3.2 Prior Encumbrances or charges
- 3.3 Outstanding Interests
- 3.4 Deficient Security
- 3.5 Advice incorrect
- 3.6 Advice inadequate
- 3.7 Failure to protect client's interest
- 3.8 Failure to protect non-client's interest
- 3.9 Failure to refer for independent advice
- 3.10 Inadequate independent advice
- 3.11 Conduct of Trial/Hearing

### **4 Trust Conditions or undertaking**

- 4.1 Non compliance by insured
- 4.2 Non compliance by other lawyer
- 4.3 In dispute
- 4.4 Unclear/inappropriate trust conditions
- 4.5 Failure to impose trust conditions

### **5 Malicious Prosecution**

### **6 Defamation**

### **7 Other**

### **8 No Fault of the Lawyer**

- 8.1 No Fault of the Lawyer

### **9 Theft by Insured**

- 9.1 Theft by Insured

## Cause of Loss

### **1 Systems/Procedures/Administrative**

- 1.1 Failure to follow up
- 1.2 Diary system error
- 1.3 Inadequate office systems
- 1.4 Failure to memo file
- 1.5 Procrastination
- 1.6 Clerical/mathematical error
- 1.7 Overwork
- 1.8 Inadequate review/preparation

### **2 Communication**

- 2.1 Failure to follow client's instructions
- 2.2 Disputed instructions
- 2.3 Disputed retainer
- 2.4 Perceived limited retainer
- 2.5 Poor communication with clients
- 2.6 Poor communication with others
- 2.7 Failure to confirm instructions/advice
- 2.8 Failure to obtain client's consent
- 2.9 Unable to contact client
- 2.10 Client remorse after settlement

### **3 Delegation/Supervision**

- 3.1 Delegated to lawyer/student
- 3.2 Delegated to non lawyer employee
- 3.3 Delegated to outsider
- 3.4 Delegation – Poor communication/poor supervision

### **4 Law**

- 4.1 Failure to know the law
- 4.2 Failure to know the limitation/deadline
- 4.3 Failure to properly apply the law
- 4.4 Failure to address tax implications

### **5 Conflict**

- 5.1 Representing two or more parties
- 5.2 Unrepresented party
- 5.3 Personal/Financial interest in transaction
- 5.4 Other
- 5.5 Claim by opposing party

### **6 Fee Dispute**

### **7 Fraud by client/other party**

- 7.1 Mortgage Fraud
- 7.2 Investment Schemes

### **8 Other**

### **9 Misappropriation**

### **10 Wrongful Conversion**

**Client**

- |                               |                                    |
|-------------------------------|------------------------------------|
| 1 Purchaser                   | 21 Landlord                        |
| 2 Vendor                      | 22 Tenant                          |
| 3 Builder/Developer           | 23 Employee                        |
| 4 Contractor/Sub Contractor   | 24 Employer                        |
| 5 Lender/Creditor             | 25 Testator                        |
| 6 Borrower/Debtor             | 26 Beneficiary                     |
| 7 Guarantor                   | 27 Settlor                         |
| 8 Receiver/Bankruptcy/Trustee | 28 Executor                        |
| 9 Plaintiff                   | 29 Estate                          |
| 10 Defendant                  | 30 Trustee                         |
| 11 Third Party                | 31 Committee/Attorney              |
| 12 Applicant                  | 32 Accused                         |
| 13 Insurer                    | 33 Charity/Non-Profit organization |
| 14 Husband/Father             | 34 Band                            |
| 15 Wife/Mother                | 35 Taxpayer                        |
| 16 Corporation                | 97 Interested Party                |
| 17 Limited Partnership        | 98 Government/Municipality         |
| 18 Partnership                | 99 Other                           |
| 19 Shareholder                |                                    |
| 20 Investor                   |                                    |

**Please Elaborate:**

### BRIEF PRECIS OF CLAIM

Please relate all relevant facts pertaining to this claim in chronological order. (Attach a separate sheet if necessary.)

See Robert Maxwell's letter to Paula Haney dated January 22, 2016.

How could this claim/potential claim have been prevented?

### DOCUMENTS / SIGNATURE

The following documents are enclosed:

Correspondence ☐ Statement of Claim ☐ Other ☒ Application

**THIS REPORT IS MADE IN CONTEMPLATION OF LITIGATION.**

Signature of Lawyer: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Managing Partner (where applicable): \_\_\_\_\_

**NOTE:** Be sure to keep a complete copy of your entire file.

In addition, we are obliged to advise you that the Benchers have resolved that with respect to professional liability insurance claims, claim files may be made available to any department of the Law Society of Alberta.

COURT FILE NUMBER 1501-03205

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

PLAINTIFFS  
(Applicants) PHOENIX PRECISION LTD. AND 840501 ALBERTA LIMITED

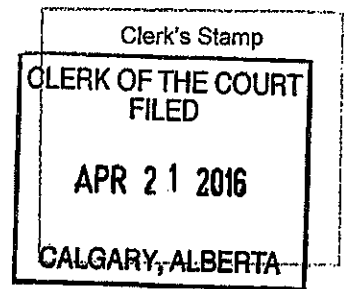
DEFENDANTS  
(Respondents) PARKER HANNIFIN CANADA and  
PARKER HANNIFIN CORPORATION

DOCUMENT **APPLICATION BY PLAINTIFFS FOR ORDER COMPELLING  
OFFICERS, EMPLOYEES, AND COUNSEL FROM FASKEN  
MARTINEAU DUMOULIN LLP, AS FORMER COUNSEL FOR  
DEFENDANTS, TO ATTEND AT QUESTIONING**

PARTY FILING THIS  
DOCUMENT PHOENIX PRECISION LTD. AND 840501 ALBERTA LIMITED

ADDRESS FOR SERVICE  
AND CONTACT  
INFORMATION OF  
PARTY FILING THIS  
DOCUMENT **MILES DAVISON LLP**  
Centre 10, Suite 900  
517- 10th Avenue S.W.  
Calgary, Alberta T2R 0A8

**Attention: Terry Czechowskyj**  
Phone: (403) 298-0326  
Fax: (403) 263-6840  
Email: tczech@milesdavison.com  
File No. 40071



**NOTICE TO RESPONDENTS:**

**Parker Hannifin Canada and Parker Hannifin Corporation and Fasken Martineau  
DuMoulin LLP**

This application is made against you. You are the respondents.

You have the right to state your side of this matter before the judge.

To do so, you must be in Court when the application is heard as shown below:

Date Monday June 13, 2016  
Time 10:00 A.M.  
Where Calgary Courts Centre, 601-5 Street S.W., Calgary, Alberta  
Before Whom The Honourable Madam Justice S.L. Martin

Go to the end of this document to see what else you can do and when you must do it.

**Remedy claimed or sought:**

1. An Order compelling the Respondents to produce for questioning in the within action the following officers, management, employees of and counsel for the Respondents: Thomas Williams, John Greco, Dan Hartnett, Adam Kratzert, Kristen Gest, Katherine Rubin, Janice Javier, Clarke Barnes, Jon Martin, Dave Gordon, Craig Beckwith, Lynn Moline and Austin Major;
2. Such further and other relief as the Court sees fit to grant in this matter; and
3. Costs of the Application.

**Grounds for making this application:**

4. The officers, management, employees and counsel for the Respondents who are proposed to be questioned have relevant and material evidence relating to the issues raised in the within action.
5. Former counsel for the Respondents dealt directly with officers of the Applicants in connection with the drafting and execution of the agreements at issue in the within action and have relevant and material evidence relating to the issues raised in the action.

**Material or evidence to be relied on:**

6. Affidavit sworn by Cristen Cline on April 14, 2016;
7. The pleadings filed in this action.

**Applicable rules:**

*Alberta Rules of Court*, Rule 5.17 (1)(d), Rule 5.29 and Rule 4.14 (1)(c)(f)

**Applicable Acts and regulations:**

*Judicature Act* section 8, *RSA 2000* and amendments thereto

**Any irregularity complained of or objection relied on:**

N/A

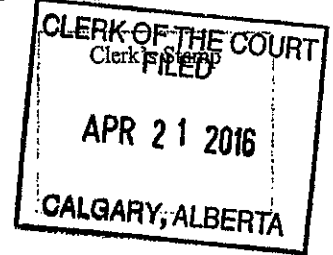
**How the application is proposed to be heard or considered:**

In person.

**WARNING**

If you do not come to Court either in person or by your lawyer, the Court may give the applicant(s) what they want in your absence. You will be bound by any order that the Court makes. If you want to take part in this application, you or your lawyer must attend in Court on the date and at the time shown at the beginning of the form. If you intend to rely on an affidavit or other evidence when the application is heard or considered, you must reply by giving reasonable notice of the material to the applicant.





COURT FILE NUMBER 1501- 03205  
COURT COURT OF QUEEN'S BENCH OF ALBERTA  
JUDICIAL CENTRE CALGARY  
PLAINTIFF PHOENIX PRECISION LTD. and  
840501 ALBERTA LIMITED  
DEFENDANT PARKER HANNIFIN CANADA and  
PARKER HANNIFIN CORPORATION  
DOCUMENT **AFFIDAVIT RESPECTING QUESTIONING**  
ADDRESS FOR Miles Davison LLP  
SERVICE AND 900, 517 10 Avenue SW  
CONTACT Calgary, Alberta T2R 0A8  
INFORMATION OF Attn: Terry Czechowskji  
PARTY FILING THIS Ph: 403-298-0326  
DOCUMENT Fax: 403-263-6840  
File: 40071

*April 14,*  
Affidavit of Cristen Cline – Sworn on ~~February~~, 2016.

I, Cristen Cline, swear and say that:

1. I am a representative of the Plaintiff and have been authorized to swear this affidavit. As such I have personal knowledge of the facts and matters hereinafter deposed to, save where stated to be based upon information and belief. And where so stated, I believe the same to be true.
2. Peter Hutton and I conducted all meetings, negotiations, drafting of agreements, correspondence, e-mail communication and telephone communication with the representatives of the Defendant that are described herein.
3. Defendant utilized a "team approach" in negotiating, documenting and consummating the transaction at issue, as well as in addressing and not addressing issues afterwards. Varying individuals had responsibility for specific areas of the negotiations with Thomas L. "Tom" Williams being the ultimate authority for Defendant on this transaction. Mr. Williams had oversight on, and responsibility for, the entirety of the transaction from Defendant's evaluation of Plaintiff as an acquisition target, to its expressions of interest to Plaintiff, its negotiation of the purchase agreements, its closing

of the purchase agreements and to its failure after closing to honor in-place agreements and act in good faith and deal fairly with Plaintiff. Attached as **Exhibit "A"** hereto is a letter from Tom Williams to Plaintiff dated October 17, 2014 wherein Mr. Williams refers the issues raised by Plaintiff back to his "team."

4. The designation of only two (2) witnesses as conditionally offered by Defendant (in addition to the compulsory corporate representative) would not be productive towards establishing the evidence required to satisfy the allegations pled against Defendant. Attached as **Exhibit "B"** hereto is correspondence from Counsel for Defendant to Counsel for Plaintiff of November 18, 2015 conditionally offering potential witnesses for questioning in this matter.
5. Each witness for questioning listed hereinafter has material and relevant evidence as is set forth herein that relates to the issues pled in the statement of claim. Plaintiff requires to examine each of these witnesses.
6. I have been informed by Peter Hutton as to the contact he has had with the following witnesses. Peter Hutton and I, on behalf of the Plaintiff, dealt directly with the following witnesses by e-mail, phone, and attendance at meetings:
  - a. **Thomas L. "Tom" Williams** – Executive Vice President and Chief Operating Officer of Parker Hannifin Corporation at the time of the transaction

Mr. Williams has material and relevant evidence in this matter. He was the ultimate operational authority for the Defendant on this transaction with oversight on, and responsibility for, the entirety of the transaction.

Mr. Williams met with Defendant's Board of Directors to obtain its approval of the transaction and had multiple discussions and meetings with Mr. Greco and other members of the Instrumentation Group, including Reggie Rasata, the Global Business Development Manager, to evaluate, discuss and approve the transaction. Mr. Williams met personally with me and Peter Hutton on November 19 to 22, 2013 in Cleveland, Ohio, at which time Mr. Williams discussed with us the transaction, and specifically Mr. Hutton's employment with Defendant.

Mr. Williams was the principal decision maker respecting Defendant's failure to act in good faith and deal fairly with Plaintiff after closing, including Defendant's refusal to pay the full purchase price for the transaction (including the asset election cost, balance sheet and foreign exchange adjustments), the non-compete payments, or the employment payments or to release the funds from escrow. **Exhibit "C"** attached hereto are the letters from Plaintiff to Mr. Williams in this regard.

Defendant's affidavit of records demonstrates Mr. Williams' material and relevant knowledge on the issues pled in this matter, including multiple presentations made to Mr. Williams for approval of the transaction and Mr. Williams' approval of the transaction as shown in the Defendant's affidavit of production items 105, 157, 158, 160, 166, 177, 179, 404, 405, 464, and 1061, which represent a sampling of Mr. Williams' knowledge on issues pled and are attached hereto as **Exhibit "D."**

Mr. Williams has direct knowledge with respect to the following issues pled:

- (1) Defendant's good faith negotiation of the purchase agreements (as hereinafter defined);
- (2) Defendant's authority to enter into, and its ability to fulfill its obligations under, the purchase agreements, specifically including its authority and ability to pay the purchase price agreed;
- (3) Defendant's intent to fulfill its obligations under the purchase agreements;
- (4) Defendant's failure and/or refusal to act in good faith and deal fairly with Plaintiff;
- (5) Defendant's misrepresentations and breach of the purchase agreements, with specific and actual knowledge as to Defendant's failure and/or refusal to:
  - (a) pay the full purchase price for the assets of Plaintiff, including the closing and post-closing adjustments to the purchase price;
  - (b) release the escrowed funds to Plaintiff;
  - (c) make payments due for transition services and non-compete obligations;
  - (d) make whole and indemnify Plaintiff against liabilities arising from Defendant's election to treat a share purchase transaction with Plaintiff as an asset purchase transaction for Defendant's convenience or modify the structure of the transaction from a share purchase to an asset purchase;
  - (e) produce co-planar manifolds at Plaintiff's Alberta facility;

(f) honor the Employment Agreement between Peter Hutton and Defendant; and

(g) employ me post closing.

(6) Defendant's failure to act in accordance with its widely published commitment to ethical business practices, including the duty to act in good faith and honestly with third parties, in respect to Plaintiff.

b. **John Greco** – Vice President of Parker Hannifin Corporation and President, Instrumentation Group

Mr. Greco has material and relevant evidence in this matter. Mr. Greco reports directly to Tom Williams. Mr. Greco was directly involved in the identification and evaluation of Plaintiff's business as an acquisition target and acted as a primary contact for Plaintiff with respect to the transaction. He managed every aspect of the transaction including the negotiation, structuring, documentation, execution and delivery of the expressions of interest, the Asset Purchase Agreement, and the January 7, 2014 agreements (collectively the "purchase agreements"); the closing of the transaction; and the Defendant's failure after closing to honor the purchase agreements and to act in good faith and deal fairly with Plaintiff.

Mr. Greco met with me and Peter Hutton to discuss and negotiate the transaction in Kalispell, Montana from October 8 to 9, 2012; in Tulsa, Oklahoma from November 7 to 9, 2012; in Houston, Texas on November 24 to 29, 2012 and March 4 to 6, 2014; in Calgary, Alberta from August 5 to 7, 2013; in Cleveland, Ohio on May 1 to 4, 2013, June 16 to 19, 2013, September 11 to 13, 2013, October 19 to 20, 2013, October 23 to 25, 2013, and November 19 to 22, 2013, and in Lake Havasu City, Arizona from February 17 to 19, 2014, and had numerous and various telephone calls and email communications with me and Peter Hutton.

Mr. Greco had discussions, communications and meetings with Tom Williams and members of Defendant's corporate global mergers and acquisitions staff, including Shawn Horner and Robin Davenport, and inside legal staff, to evaluate, discuss, and structure the transaction and to obtain the requisite approvals for the transaction, including approvals by Defendant's Board of Directors, Chief Executive officer and Chief Financial Officer.

Mr. Greco had discussions, communications, and meetings with members of the Instrumentation Group, including, Dan Hartnett, Dave Gordon, Reggie Rasata, Nate Jackson, Adam Kratzert, Tom Dudley, and Roger Palmer, and with Defendant's inside legal counsel, including Todd Berger and Kristen Gest, to evaluate and discuss the structure, documentation and closing of the transaction.

Mr. Greco had discussions, communications, and meetings with Tom Williams and members of the Instrumentation Group, including, Dan Hartnett, Adam Kratzert, Craig Beckwith, Nate Jackson, and Rachel Morales, and inside legal counsel, including, Joseph Leonti and Angela Simmons, in regards to Defendant's refusal and/or failure to honor the terms of the purchase agreements or to act in good faith and deal fairly with Plaintiff after closing, including Defendant's refusal to pay the full purchase price for the transaction (including the asset election cost, balance sheet and foreign exchange adjustments), the non-compete payments, or the employment payments or to release the funds from escrow

Defendant's current affidavit of records demonstrates Mr. Greco's close involvement in the matter and in the decision-making process for the transaction both before and after the closing as set out in the Defendant's affidavit of production items 78, 79, 129, 131, 157, 159, 198, 200-202, 231, 346-348, 404, 405, 415, 423, 424, 453, 460, 464, 513-521, 524, 614, 757, 759, 987, and 1088, which represent a sampling of Mr. Greco's knowledge with respect to the issues pled in this matter and are attached hereto as **Exhibit "E."**

Mr. Greco has direct knowledge with respect to the following:

- (1) Defendant's good faith in negotiating the purchase agreements;
- (2) Defendant's authority to enter into, and the ability to fulfill its obligations under, the purchase agreements;
- (3) Defendant's intention to fulfill its obligations in the purchase agreements;
- (4) Defendant's failure and/or refusal to act in good faith and deal fairly with Plaintiff before and after closing;
- (5) Defendant's failure to act in accordance with its widely published commitment to ethical business practices, including the duty to act in good faith and honestly with third parties, in respect to Plaintiff;

- (6) Defendant's misrepresentations and breach of the purchase agreements, with specific and actual knowledge as to Defendant's failure and/or refusal to:
    - (a) pay the full purchase price for the assets of Plaintiff, including the closing and post-closing adjustments to the purchase price;
    - (b) release the escrowed funds to Plaintiff;
    - (c) make payments due for transition services and non-compete and employment obligations;
    - (d) make whole and indemnify Plaintiff against liabilities arising from Defendant's election to treat a share purchase transaction with Plaintiff as an asset purchase transaction for Defendant's convenience or modify the structure of the transaction from a share purchase to an asset purchase;
    - (e) produce co-planar manifolds at Plaintiff's Alberta facility;
    - (f) honor the Employment Agreement between Peter Hutton and Defendant; and
    - (g) employ me post closing.
  - (7) Defendant's structuring of the transaction as between subsidiary and affiliate companies and as between purchase of assets or shares and as between the operating assets and the real property assets of Plaintiff; and
  - (8) Defendant's representation that the funds deposited by Defendant at escrow agent would be held in Canadian dollars and the investment options available from escrow agent for funds deposited in escrow.
- c. **Dan Hartnett** – Vice President Sales and Marketing Parker Hannifin Corporation, Instrumentation Group

Mr. Hartnett has material and relevant evidence in this matter. Mr. Hartnett reports directly to Mr. Greco and was closely involved the negotiation, structuring, documentation, execution and delivery of all of purchase agreements; the closing of the transaction; and Defendant's failure to honor the purchase agreements and to act in good faith and deal fairly with Plaintiff after closing.

Mr. Hartnett met with me and Peter Hutton and had monthly, and sometimes daily, telephone and email communication with Plaintiff prior to the transaction. He was the principal negotiator for Defendant with respect to the transaction and during the transition period following the closing of the transaction. Mr. Hartnett met with me and Peter Hutton in Kalispell, Montana on October 8 to 9, 2012; in Houston, Texas on November 24 to 29, 2012 and March 4 to 6, 2014; in Calgary, Alberta on March 6 to 8, 2013, August 5 to 7, 2013 and April 23 to 25, 2014; in Cleveland, Ohio on May 1 to 4, 2013, June 16 to 19, 2013, September 11 to 13, 2013, October 19 to 20, 2013, October 23 to 25, 2013, and November 19 to 22, 2013, and March 19 to 21, 2014, and Lake Havasu City, Arizona from February 17 to 19, 2014.

Mr. Hartnett has direct knowledge with respect to the following:

- (1) Defendant's good faith negotiation of the purchase agreements;
- (2) Defendant's authority to enter into, or the ability to fulfill its obligations under, the purchase agreements;
- (3) Defendant's intentions to fulfill its obligations in the purchase agreements;
- (4) Defendant's failure and/or refusal to act in good faith and deal fairly with Plaintiff after closing;
- (5) Defendant's misrepresentations and breach of provisions of the purchase agreements, with specific and actual knowledge as to Defendant's failure and/or refusal to:
  - (a) pay the full purchase price for the assets of Plaintiff, including the closing and post-closing adjustments to the purchase price;
  - (b) release the escrowed funds to Plaintiff;
  - (c) make payments due for transition services and non-compete obligations;
  - (d) make whole and indemnify Plaintiff against liabilities arising from Defendant's election to treat a share purchase transaction with Plaintiff as an asset purchase transaction for Defendant's convenience or modify the structure of the transaction from a share purchase to an asset purchase;



- (e) produce co-planar manifolds at Plaintiff's Alberta facility;
  - (f) honor the Employment Agreement between Peter Hutton and Parker Hannifin Corporation; and
  - (g) employ me post closing.
- (6) Defendant's failure to act in accordance with its widely published commitment to ethical business practices, including the duty to act in good faith and honestly with third parties, in respect to Plaintiff;
  - (7) Defendant's structuring of the transaction as between subsidiary and affiliate companies and as between purchase of assets or shares and as between the operating assets and the real property assets of Plaintiff; and
  - (8) Defendant's representation that the funds deposited by Defendant at escrow agent would be held in Canadian dollars and the investment options available from escrow agent for funds deposited in escrow.
- d. **Adam Kratzert** – current Vice President and Group Controller of Parker Hannifin Corporation, Instrumentation Group

Mr. Kratzert has material and relevant evidence in this matter. Mr. Kratzert reports directly to Mr. Greco with respect to Instrumentation Group operations and to Mr. Jon Martens, Executive Vice President Finance and Administration and Chief Financial Officer of Parker Hannifin Corporation (see Paragraph 2a below), with respect to the financial performance of and corporate accounting for the Instrumentation Group.

Mr. Kratzert had discussions, communications, and meetings with me and Peter Hutton, including meetings in Cleveland, Ohio on, October 19 to 20, 2013, October 23 to 24, 2013 and November 19 to 22, 2013, and in Houston, Texas on January 20 and 21, 2014. He was involved in the final negotiation, structuring, documentation of the purchase agreements, and the closing of the transaction, including specifically overseeing the funding of and corporate accounting for the transaction, and has been the primary purveyor of Defendant's decisions and actions since the closing.

Mr. Kratzert had discussions, communications, and meetings with members of Defendant's global mergers and acquisitions staff, including Shawn Horner, and inside legal staff, including Kristen Gest, and members of the Instrumentation



Group, including John Greco, Dan Hartnett, Tom Dudley and Roger Palmer in respect to the final structuring and documentation of, and the closing of, the purchase agreements, including specifically the indemnification of Plaintiff with respect to shortfalls in payment of the initial purchase price resulting from foreign exchange requirements, Defendant's restructuring the transaction as between operating assets and real property assets and as between a stock sale and an asset sale, and the holding back of the initial purchase price in escrow and the escrow terms.

Mr. Kratzert had discussions, communications, and meetings with Defendant's corporate officers, including Jon Marten, members of global mergers and acquisitions staff, including Shawn Horner, corporate accounting staff, and inside legal staff, including Kristen Gest and Angela Simmons, as well as members of the Instrumentation Group, including John Greco, Dan Hartnett, Craig Beckwith and Rachel Morales, and was a active decision maker with respect to the Defendant's failure to act in good faith and deal fairly with Plaintiff after closing, including Defendant's refusal to pay the full purchase price for the transaction (including the asset election cost, balance sheet and foreign exchange adjustments), the non-compete payments, or the employment payments or to release the funds from escrow.

Defendant's affidavit of records demonstrates that Mr. Kratzert made presentations Mr. Martens and the Parker Hannifin corporate accounting staff after the closing for, among other approvals, his final approval of the final purchase price and purchase price adjustments for the transaction as set out in the Defendant's affidavit of production items 47, 135, 185, 198, and 199, which represent a sampling of Mr. Kratzert's knowledge on these issues pled, as well as his direct involvement in Defendant's failure to honor the purchase agreements and failure to act in good faith and deal fairly with Plaintiff after closing, including deficient presentations to Mr. Martens and Defendant's corporate accounting staff in respect of the transaction as set out in the Defendant's affidavit of production items 15, 19, 21, 54, 79, 147, 176, 187, 193 and 194, which represent a sampling of Mr. Kratzert's knowledge on these issues pled. Defendant's production items are attached hereto as **Exhibit "F."**

Mr. Kratzert has material and relevant evidence in respect to the following issues pled:

- (1) Defendant's failure to act in good faith and deal fairly dealing with Plaintiff;
- (2) Defendant's breach of the purchase agreements, including specific and actual knowledge of:

- (a) Defendant's failure to pay the full purchase price, including the closing and post-closing adjustments to the purchase price;
  - (b) Defendant's failure to release the escrowed funds;
  - (c) Defendant's failure to make payments for transition services and non-compete and employment obligations; and
  - (d) Defendant's failure to honor the Employment Agreement between Peter Hutton and Defendant.
- (3) Defendant's misrepresentations to Plaintiff, with specific and actual as to Defendant's:
- (a) good faith, authority, and ability to enter into the purchase agreements and its intention to fulfill its obligations thereunder;
  - (b) general corporate commitment to ethical business practices, including its duty to act in good faith and honestly with Plaintiff;
  - (c) reasons for structuring of the transaction as between subsidiary and affiliate companies and as between purchase of assets or shares and as between the operating assets and the real property assets of Plaintiff;
  - (d) make whole and indemnify Plaintiff against liabilities arising from Defendant's election to treat a share purchase transaction with Plaintiff as an asset purchase transaction for Defendant's convenience or modify the structure of the transaction from a share purchase to an asset purchase; and
  - (e) representations that funds deposited by Defendant at escrow agent would be held in Canadian dollars and the investment options for the funds available from escrow agent.
- e. **Kristin Gest** – former Senior Counsel, and current Assistant General Counsel, of Parker Hannifin Corporation

Ms. Gest was involved every aspect of the negotiation, structuring, and documentation of the transaction agreements, including specifically the negotiating and structuring of the business terms of the transaction, the closing of the transaction, and Defendant's actions after the closing. Ms. Gest reported directly to Mr. Greco with respect to this transaction.

Ms. Gest had discussions, communications, and meetings with me and Peter Hutton including meetings in Cleveland, Ohio, including meetings on May 1 to 4, 2013, June 16 to 19, 2013, September 11 to 13, 2013, October 19 to 20, 2013, October 23 to 25, 2013, and November 19 to 22, 2013, and had a great deal of telephone and email correspondence with Plaintiff.

Ms. Gest had discussions, communications, and meetings with members of the Instrumentation Group, and Defendant's inside legal department with respect to negotiating, executing, delivering and consummating the purchase agreements, Defendant's breach of the purchase agreements, and Defendant's failure to act in good faith and deal fairly with Plaintiff.

Ms. Gest has material and relevant evidence in respect to the following issues pled:

- (1) Defendant's failure to act in good faith and deal fairly with Plaintiff;
- (2) Defendant failure to negotiate the purchase agreements in good faith;
- (3) Defendant's lack of the authority to enter into the purchase agreements and lack of ability to fulfill its obligations under the purchase agreements;
- (4) Defendant's lack of intention to fulfill provisions of the purchase agreements;
- (5) Defendant's breach of the purchase agreements, with specific and actual knowledge with respect the following:
  - (a) Defendant's failure to pay the full purchase price, including the closing and post-closing adjustments to the purchase price;
  - (b) Defendant's failure to fulfill all terms of the Real Estate Purchase Agreement;
  - (c) Defendant's failure to release the escrowed funds to Plaintiff;

- (d) Defendant's failure to make payments for transition services and non-compete and employment payments;
  - (e) Defendant's failure to honor the Employment Agreement between Peter Hutton and Defendant; and
  - (f) Defendant's failure to employ me post closing.
- (6) Defendant's misrepresentations to Plaintiff, with specific and actual knowledge of the following:
- (a) Defendant's authority to enter into, and ability to fulfill its obligations under, the purchase agreements;
  - (b) Defendant's corporate commitment to ethical business practices, including the duty to act in good faith and honestly with Plaintiff;
  - (c) Defendant's structuring of the transaction as between subsidiary and affiliate companies and as between purchase of assets or shares and as between the operating assets and the real property assets of Plaintiff;
  - (d) Defendant's authority and ability to make whole and indemnify Plaintiff against liabilities arising from Defendant's election to treat a share purchase transaction with Plaintiff as an asset purchase transaction for Defendant's convenience or modify the structure of the transaction from a share purchase to an asset purchase;
  - (e) Defendant would employ me and Peter Hutton post-closing; and
  - (f) The funds deposited by Defendant at escrow agent would be held in Canadian dollars and only two (2) investment options were available from escrow agent for such funds.

Defendant's affidavit of records demonstrates Ms. Gest's material and relevant knowledge on the issues pled in this matter as set out in the Defendant's affidavit of production items 15, 32-35, 37-39, 41, 44-46, 57-59, 165, 182, 203, 222, 244, 317-320, 333, 339, 340, 528, 529, 593, 657, which represent a sampling of Ms. Gest's knowledge on issues pled and are attached hereto as **Exhibit "G."**

- f. **Solicitors at Fasken Martineau DuMoulin LLP**, including without limitation, Katherine Rubin, Janice J. Javier, and Clarke Barnes

Solicitors at Fasken Martineau DuMoulin LLP, including what we believe to be senior partners, has material and relevant evidence in this matter as set out in Plaintiff's affidavit I swore on January 8, 2016 in support of the conflict application.

Solicitors at Fasken Martineau DuMoulin LLP worked with me and Peter Hutton directly pre and post closing to structure and finalize the terms of the purchase agreements and oversaw and disciplined every aspect of the closing of the transaction and post-closing requirements, including statements to me and Peter Hutton that we were executing and delivering valid and binding agreements.

Solicitors at Fasken Martineau DuMoulin LLP have material and relevant information in respect to the following issues pled:

- (1) The terms of, and the validity and binding nature of, the purchase agreements executed and delivered at closing,
  - (2) The circumstances surrounding the delay in the closing and the resulting shortfalls in monies tendered by Defendant at closing, and
  - (3) The circumstances surrounding the terms, execution, and delivery of the Hutton Employment Agreement at closing; and
  - (4) Misrepresentation by Defendant, including:
    - (a) Defendant's authority, ability and intentions with respect to the transaction and transaction agreements, and
    - (b) Defendant's employment of me and Peter Hutton post-closing.
7. The following witnesses were directly involved in the evaluation, structuring, documentation and closing of the transaction and have material and relevant evidence regarding (w) Defendant's authority, ability and intentions with respect to the transaction and transaction agreements, (x) Defendant's structuring of the transaction as between subsidiary and affiliate companies and as between purchase of assets or shares, (y) Defendant's historical and typical business practices in respect to Defendant's indemnification of business sellers resulting from Defendant's structuring transactions for its own convenience, and/or (z) Defendant's actions after the closing.

- a. **Jon Marten** – Executive Vice President Finance and Administration and Chief Financial Officer of Parker Hannifin Corporation

Mr. Marten has material and relevant evidence in this matter. Mr. Marten specifically has material evidence as to Defendant's failure to obtain the requisite approvals for the transaction and Defendant's failure to honor in-place agreements and act in good faith and deal fairly with Plaintiff after closing.

Mr. Marten was the ultimate financial authority for Defendant on the transaction. All funding for the transaction had to be approved by Mr. Marten. Mr. Marten had financial oversight on and responsibility to the Board of Directors and the Chief Executive Officer of Defendant for the transaction and accounting for the transaction. Mr. Marten met with members of the Instrumentation Group, including Adam Kratzert, to evaluate, review and approve the transaction, fund the transaction and perform the corporate financial accounting for the transaction.

Mr. Marten has material and relevant evidence in respect to the following issues pled:

- (1) Defendant's lack of authority to enter into, and ability to fulfill its obligations under, the purchase agreements;
- (2) Defendant's lack of intention to fulfill provisions of the purchase agreements;
- (3) Defendant's failure to pay the full purchase price for the assets of Plaintiff, including the closing and post-closing adjustments to the purchase price;
- (4) Defendant's failure to make payment for transition services and for non-compete and employment obligations;
- (5) Defendant's failure to honor the Employment Agreement between Peter Hutton and Defendant;
- (6) Defendant's structuring of the transaction as between subsidiary and affiliate companies and as between purchase of assets or shares and as between the operating assets and the real property assets of Plaintiff; and
- (7) Defendant's corporate commitment to ethical business practices, including the duty to act in good faith and honestly with Plaintiff;

Defendant's affidavit of records demonstrates that meetings were held with, and presentations were made to Mr. Martens by, members of the Instrumentation Group and the Parker Hannifin corporate accounting staff after the closing for, among other approvals, his final approval of the final purchase price and purchase price adjustments for the transaction as set out in the Defendant's affidavit of production items 47, 135, 185, 198, and 199, which represent a sampling of Mr. Marten's knowledge on issues pled and are attached hereto as **Exhibit "H."**

b. **Dave Gordon** – former Vice President and Group Controller of Parker Hannifin Corporation, Instrumentation Group

Mr. Gordon reported directly to Mr. Greco and indirectly to Mr. Marten. Mr. Gordon oversaw every financial aspect of the transaction including the identification of Plaintiff's business as a acquisition target, the evaluation of Plaintiff's business as a acquisition target, the negotiation, structuring, and documentation of all expressions of interest and transaction agreements until the late fall of 2013 when he was replaced by Mr. Kratzert, specifically, Mr. Gordon was copied on the Expression of Interest dated May 8, 2013, which was transmitted to Plaintiff by Defendant, a copy of which is attached as **Exhibit "I"** hereto.

Mr. Gordon has relevant evidence in respect to the following issues pled:

- (1) Misrepresentation by Defendant, including specifically those regarding:
  - (a) Defendant's authority, ability and intentions with respect to the transaction and transaction agreements,
  - (b) Defendant's structuring of the transaction as between subsidiary and affiliate companies and as between purchase of assets or shares,
  - (c) Defendant's corporate commitment to ethical business practices,
  - (d) Defendant's employment of me and Peter Hutton post-closing,
  - (e) Defendant's agreement to indemnify Plaintiff and hold Plaintiff harmless with respect to structuring or treating the transaction as an asset purchase as opposed to a share purchase, and



- (f) Defendant's historical and typical business practices, in respect to Defendant's agreements to indemnify, and Defendant's indemnification of, business sellers as a result of Defendant's structuring transactions for its own convenience.
- (2) Defendant's negotiation of the purchase agreements with the intention of not fulfilling certain provisions of the agreements.
- c. **Craig Beckwith** – former General Manager of IPD Division, and current Business Unit Manager, Parker Hannifin Corporation, Instrumentation Group

Mr. Beckwith has material and relevant evidence with respect to the matters pled in this matter. Mr. Beckwith reports directly to Mr. Greco.

Mr. Beckwith had discussions, communications, and meetings with me and Peter Hutton, including meetings in Calgary during the initial evaluation of Plaintiff's business and on January 6 and 7, 2014, and in Houston, Texas in November and December 2015.

Mr. Beckwith had discussions, communications, and meetings with members of the Instrumentation Group, including, John Greco, Dan Hartnett, Adam Kratzert, Tom Dudley, and Roger Palmer, and Defendant's inside legal counsel, including Kristen Gest, to evaluate and discuss the structure of the transaction as between a share purchase or an asset purchase.

Mr. Beckwith has been directly involved in Defendant's internal accounting for the transaction after closing, and has direct knowledge of Defendant's failure to obtain the requisite approvals for the transaction and Defendant's failure to honor in-place agreements and act in good faith and deal fairly with Plaintiff after closing, including discussions, communications, and meetings with members of the Instrumentation Group, including, John Greco, Dan Hartnett, Adam Kratzert, and Rachel Morales, and Defendant's inside legal counsel, including, Kristen Gest and Angela Simmons, in regards to Defendant's refusal and/or failure to honor the terms of the purchase agreements and employment agreements and to act in good faith and deal fairly with Plaintiff after closing.

Defendant's affidavit of records demonstrates Mr. Beckwith's material and relevant knowledge on the issues pled in this matter, including Mr. Beckwith's direct involvement in Defendant's failure to honor the purchase agreements and failure to act in good faith and deal fairly with Plaintiff after closing as set out in the Defendant's affidavit of production items 136-138, 225, 240, 396, 415-418, 423-425, 429-430, 443, 451-453, 457-460, 465-466, 470, 477-478, 489-490, 497-506, 512-



514, and 521-522, which represent a sampling of Mr. Beckwith's knowledge with respect to the issues pled in this matter and are attached hereto as **Exhibit "J."**

Mr. Beckwith has material evidence in respect to the following issues pled:

- (1) Defendant's failure to act in good faith and deal fairly with Plaintiff;
- (2) Defendant's breach of agreements, including:
  - (a) Defendant's failure to pay the full purchase price for the assets of Plaintiff, including the closing and post-closing adjustments, to the purchase price;
  - (b) Defendant's failure to release the escrowed funds;
  - (c) Defendant's failure to make payments for transition services and non-compete and employment payments; and
  - (d) Defendant's failure to honor the Employment Agreement between Peter Hutton and Defendant.
- (3) Misrepresentation by Defendant, including:
  - (a) Defendant's authority, or lack thereof, to enter into the purchase agreements with the ability to fulfill its obligations therein,
  - (b) Defendant's corporate commitment to ethical business practices,
  - (c) Defendant would employ me and Peter Hutton post-closing, and
  - (d) Defendant's structuring of the transaction as purchase of assets or shares.
- (4) Defendant's negotiation of the purchase agreements with the intention of not fulfilling the provisions of the agreements.

**d. Lynn Moline – Financial Services Manager of Parker Hannifin Canada**

Ms. Moline executed all of the transaction agreements on behalf of Parker Hannifin Canada and oversaw the post-closing transition of Plaintiff's business to Defendant.

Ms. Moline has material evidence in respect to the following issues pled:

- (1) Defendant's failure to act in good faith and deal fairly with Plaintiff;
- (2) Defendant's breach of agreements, including:
  - (a) Defendant's failure to pay the full purchase price for the assets of Plaintiff, including the closing and post-closing adjustments, to the purchase price;
  - (b) Defendant's failure to release the escrowed funds to Plaintiff;
  - (c) Defendant's failure to make payments for transition services and non-compete payments; and
  - (d) Defendant's failure to honor the Employment Agreement between Peter Hutton and Defendant.
- (3) Misrepresentation by Defendant, including:
  - (a) Defendant's authority, ability and intentions with respect to the transaction and transaction agreements,
  - (b) Defendant's corporate commitment to ethical business practices,
  - (c) Defendant's employment of me and Peter Hutton,
  - (d) Defendant's structuring of the transaction as between subsidiary and affiliate companies, as between operating and real estate assets, and as between purchase of assets or shares, and
  - (e) Defendant's agreements to indemnify Plaintiff, and historical and typical business practices, in respect to Defendant's' agreements to indemnify and Defendant's' indemnification of business sellers resulting from Defendant's' structuring transactions for its own convenience.
- (4) Defendant's negotiation of the purchase agreements with the intention of not fulfilling the provisions of the agreements.

Defendant's affidavit of records demonstrates Mr. Moline's material and relevant knowledge on the issues pled in this matter as set out in the Defendant's affidavit of production items 2, 10, 23-25, 26, 27, 47, 51, 148, 163, 193, 196-197, 221, 231, 265, 267, 269, 271, 277, 280-281, 283, 344, 608, 628, and 629, which represent a sampling of Mr. Moline's knowledge on issues pled and are attached hereto as **Exhibit "K."**

- e. **Austin Major** – former General Manager of Parker Hannifin Corporation, PGI Division; current Vice President of Customer Support Operations at Parker Hannifin Corporation, Aerospace Group

Mr. Austin oversaw the post-closing transition and integration of Plaintiff's business into the PGI Division of Parker Hannifin Corporation's Instrumentation Group.

Mr. Austin has material relevant evidence in respect to the following issues pled:

- (1) Defendant's failure to pay the full purchase price, including closing and post closing adjustments, to pay for transition services and to pay non-compete and employment obligations;
- (2) Misrepresentation by Defendant in respect of:
  - (a) Defendant's authority, ability and intentions with respect to the transaction and transaction agreements, and
  - (b) Defendant's employment of me and Peter Hutton post-closing.
- (3) Defendant's breach of its duty of good faith and fair dealing to Plaintiff.

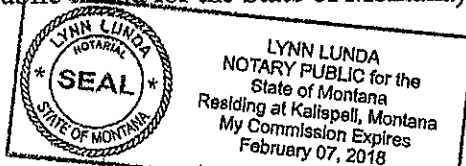
Defendant's affidavit of records demonstrates Mr. Austin's involvement post-closing as set out in the Defendant's affidavit of production items 28, 87, 91, 93, 108, 112, 121, 270, 370, 450, and 457, which represent a sampling of Mr. Major's knowledge on issues pled and are attached hereto as **Exhibit "L."**

SWORN BEFORE ME at Kalispell )  
 Montana, this 14 day of February, 2016. )

April )

[Signature] )  
 (Notary Public in and for the State of Montana) )

[Signature] )  
 Cristen Cline )





**TO: The Alberta Lawyers Insurance Association (ALIA)**

c/o The Law Society of Alberta  
500, 919 - 11th Avenue S.W.  
Calgary, Alberta T2R 1P3.  
Telephone: (403) 229-4716, 1-800-661-1694  
Fax: (403) 244-3072, E-mail: [ALIA@lawsociety.ab.ca](mailto:ALIA@lawsociety.ab.ca)

***To ensure a timely investigation of this potential claim, please return this form along with relevant documentation within three (3) weeks to our CALGARY Office.***

The personal information collected from you will be used by the Alberta Lawyers Insurance Association (ALIA) for one or more purposes contemplated by the Legal Profession Act, the Rules of the Law Society, the Code of Conduct, or a resolution of the Benchers and will be accessible to all departments of the Law Society. The information may be used or disclosed by ALIA, now or in the future, for regulatory purposes, including Law Society investigations and proceedings. We may contact you to obtain additional information, or to obtain clarification on the information you provided. Should you have any questions about the collection, use or disclosure of this information, please contact ALIA @ (403) 229-4716.

**CONFIDENTIAL**

**New Claim Report**

**ALIA File:** 20160360ALE

**LAWYER INFORMATION**

Lawyer: Janice Javier	Roll No.: Ontario	Year Called to Bar: 1998	File No.: 209555 .00328
Law Firm Name: Fasken Martineau DuMoulin LLP			
Current Occupation: Lawyer			
What firm were you with at the time the alleged error occurred? Fasken Martineau DuMoulin LLP			

**BUSINESS INFORMATION**

Business Address: 333 Bay Street, Suite 2400 Bay Adelaide Centre, Box 20 Toronto, ON M5H 2T6	
Business Phone: 1-416-865-5140	Business Fax: 1-416-364-7813
Business E-Mail: <a href="mailto:jjavier@fasken.com">jjavier@fasken.com</a>	

**PERSONAL INFORMATION**

Home Address:	
Home Phone:	Cell Phone:

### CLAIMANT INFORMATION

Name of Claimant:	Phoenix Precision Ltd. and 840501 Alberta Ltd.
Address:	900, 517 - 10th Avenue SW
Telephone:	
Claimant's Lawyer:	Terry Czechowskyj
Firm:	Miles Davison LLP
Telephone:	403-298-0326

Name of Client, if different from Claimant:	Parker Hannifin Canada and Parker Hannifin Corporation
Length of time you have acted for the Client:	Many years
Is/was there a solicitor/client relationship between you/the firm and the claimant? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If "No", explain:	
Is claimant aware of the potential problem? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Are you continuing to represent the claimant? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If "No", where is the file?	
Have your fees been paid? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	

### CLAIM INFORMATION

When did the alleged error occur? Day: <u>7</u> Month: <u>January</u> Year: <u>2014</u>
Is this a Real Estate 'Protocol' claim? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> <i>(A surcharge may not result if this claim involved a Real Estate protocol closing)</i>
How were you made aware of the potential claim? Correspondence from Plaintiffs' counsel.
When were you made aware of the potential claim against you? Letter of January 19, 2016
When were you first put on notice (written and/or oral) of a claim? <i>If you received written notice or statement of claim, please attach a copy.</i> January 19, 2016
Aside from a solicitor-client relationship, do you have an ownership, financial, or business interest in the client or claimant? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If "Yes", please elaborate
Does this claim arise out of the claimant/client doing business with an entity in which you have an ownership, financial or business interest? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If "Yes", please elaborate
Is there any proceeding (such as a foreclosure, repossession, application or defence) requiring urgent attention? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If "Yes", by when?
Estimate the amount of the claim that may be presented against you: \$ Unknown
In your opinion, the likelihood of liability is: Unlikely <input checked="" type="checkbox"/> Possible <input type="checkbox"/> Probable <input type="checkbox"/> Definite <input type="checkbox"/>
Please identify other parties who may be involved in the dispute, e.g. real estate agent, bank, appraisers, tortfeasors, insurers: Not applicable.
List all staff members directly involved in the matter out of which the alleged error arose, indicating position (partner, associate, articling Student, legal assistant, secretary): Stuart Blyth, Partner, Clarke Barnes, Partner, Janice Javier, Partner and Katherine Rubin, Associate

### OTHER

What percentage of your practice was devoted to this area of law at that time?	%
How long had you been practicing in this area of law at the time?	Years
Does your Firm carry Excess of the \$1,000,000 Mandatory Coverage: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Insurer	Policy #

\*\*\* Please specify the Area of Law, Error / Omission, Cause of Loss  
and Client number in the area provided \*\*\*

Area of Law		
<b>1 Real Estate Conveyancing</b>		<b>6 Estate Planning and Administration</b>
1.1 Unspecified		6.1 Unspecified
1.2 Residential		6.2 Wills
1.3 Condominium		6.3 Estate Planning
1.4 Commercial		6.4 Estate Administration
1.5 Farm		6.5 Trusts
1.6 Other		6.6 Power of Attorney
<b>2 Civil Litigation</b>		6.7 Committeeships / Dependent Adult Act
2.1 Unspecified		6.8 Other
2.2 Personal Injury, automobile		<b>7 Aboriginal</b>
2.3 Personal Injury, other		<b>8 Administrative/Boards/Tribunals</b>
2.4 Medical Malpractice		8.1 Unspecified
2.5 Professional Malpractice, other		8.2 Health Law
2.6 Wrongful Dismissal		8.3 Human Rights
2.7 Liens		8.4 Workers Compensation
2.8 Creditor Remedies		8.5 Law Society
2.9 Insurance Contract		8.5.1 Law Society - Custodian
2.10 Commercial		8.5.2 Law Society - Mentor
2.11 Landlord & Tenant		8.6 Other
2.12 Charter		<b>9 Admiralty</b>
2.13 Foreclosure		<b>10 Arbitration</b>
2.14 Other		<b>11 Aviation</b>
<b>3 Commercial</b>		<b>12 Bankruptcy/Insolvency/Receivership</b>
3.1 Unspecified		<b>13 Criminal</b>
3.2 Construction Contracts		13.1 Unspecified
3.3 International Business		13.2 Driving & Traffic Offenses
3.4 Lease		13.3 Young Offenders
3.5 Loans, Financing		13.4 Other
3.6 Natural Resources (Oil & Gas, Mining, etc.)		<b>14 Employment/Labour</b>
<b>3.7 Purchase/Sale of Business</b>		<b>15 Entertainment</b>
3.8 Other		<b>16 Environmental</b>
<b>4 Corporate</b>		<b>17 Immigration</b>
4.1 Unspecified		<b>18 Intellectual Property (includes Patent, Trademark, Copyright, Software Licensing)</b>
4.2 Corporate Governance		<b>19 Mediation</b>
4.3 Incorporation		<b>20 Tax</b>
4.4 Reorganization/Amalgamation		20.1 Unspecified
4.5 Securities		20.2 Corporate
4.6 Shareholder Agreement		20.3 Personal/Family
4.7 Other		20.4 Estate/Trust
<b>5 Matrimonial and Family</b>		20.5 Other
5.1 Unspecified		<b>21 Other</b>
5.2 Divorce		
5.2.1 Property Settlement		
5.2.2 Custody		
5.2.3 Maintenance		
5.2.4 Pension Issues		
5.3 Separation		
5.4 Adoption		
5.5 Other		

## Error / Omission

- |   |   |
|---|---|
| <b>1 Limitation/Deadlines</b> <ul style="list-style-type: none"><li>1.1 Statutory</li><li>1.2 Contractual</li><li>1.3 Procedural</li><li>1.4 Other</li></ul> <b>2 A) Procedural</b> <ul style="list-style-type: none"><li>2.1 Defective documentation</li><li>2.2 Search</li><li>2.3 Failure to advance litigation</li><li>2.4 Failure to proceed expeditiously</li><li>2.5 Failure to appear on behalf of client</li><li>2.6 Registering/filing</li><li>2.7 Inadequate investigation</li><li>2.8 Error in choice of procedures</li></ul> <b>B) Real Estate only</b> <ul style="list-style-type: none"><li>2.9 Survey/R.P.R./other professional certificate/opinion</li><li>2.10 *Registry Office Search</li><li>2.11 *Searches other than Registry Office</li><li>2.12 Failure to sub-search</li><li>2.13 Lack of independent verification, reliance on others</li><li>2.14 Protocol</li></ul> | <b>3 Advice &amp; Protection</b> <ul style="list-style-type: none"><li>3.1 Title problems/dispute</li><li>3.2 Prior Encumbrances or charges</li><li>3.3 Outstanding Interests</li><li>3.4 Deficient Security</li><li>3.5 Advice incorrect</li><li>3.6 Advice inadequate</li><li>3.7 Failure to protect client's interest</li><li>3.8 Failure to protect non-client's interest</li><li>3.9 Failure to refer for independent advice</li><li>3.10 Inadequate independent advice</li><li>3.11 Conduct of Trial/Hearing</li></ul> <b>4 Trust Conditions or undertaking</b> <ul style="list-style-type: none"><li>4.1 Non compliance by insured</li><li>4.2 Non compliance by other lawyer</li><li>4.3 In dispute</li><li>4.4 Unclear/inappropriate trust conditions</li><li>4.5 Failure to impose trust conditions</li></ul> <b>5 Malicious Prosecution</b> <b>6 Defamation</b> <b>7 Other</b> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <b>8 No Fault of the Lawyer</b> <ul style="list-style-type: none"><li>8.1 No Fault of the Lawyer</li></ul> <b>9 Theft by Insured</b> <ul style="list-style-type: none"><li>9.1 Theft by Insured</li></ul> |
|---|---|

## Cause of Loss

- |   |   |
|---|---|
| <b>1 Systems/Procedures/Administrative</b> <ul style="list-style-type: none"><li>1.1 Failure to follow up</li><li>1.2 Diary system error</li><li>1.3 Inadequate office systems</li><li>1.4 Failure to memo file</li><li>1.5 Procrastination</li><li>1.6 Clerical/mathematical error</li><li>1.7 Overwork</li><li>1.8 Inadequate review/preparation</li></ul> <b>2 Communication</b> <ul style="list-style-type: none"><li>2.1 Failure to follow client's instructions</li><li>2.2 Disputed instructions</li><li>2.3 Disputed retainer</li><li>2.4 Perceived limited retainer</li><li>2.5 Poor communication with clients</li><li>2.6 Poor communication with others</li><li>2.7 Failure to confirm instructions/advice</li><li>2.8 Failure to obtain client's consent</li><li>2.9 Unable to contact client</li><li>2.10 Client remorse after settlement</li></ul> <b>3 Delegation/Supervision</b> <ul style="list-style-type: none"><li>3.1 Delegated to lawyer/student</li><li>3.2 Delegated to non lawyer employee</li><li>3.3 Delegated to outsider</li><li>3.4 Delegation – Poor communication/poor supervision</li></ul> | <b>4 Law</b> <ul style="list-style-type: none"><li>4.1 Failure to know the law</li><li>4.2 Failure to know the limitation/deadline</li><li>4.3 Failure to properly apply the law</li><li>4.4 Failure to address tax implications</li></ul> <b>5 Conflict</b> <ul style="list-style-type: none"><li>5.1 Representing two or more parties</li><li>5.2 Unrepresented party</li><li>5.3 Personal/Financial interest in transaction</li><li>5.4 Other</li><li>5.5 Claim by opposing party</li></ul> <b>6 Fee Dispute</b> <b>7 Fraud by client/other party</b> <ul style="list-style-type: none"><li>7.1 Mortgage Fraud</li><li>7.2 Investment Schemes</li></ul> <b>8 Other</b> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <b>9 Misappropriation</b> <b>10 Wrongful Conversion</b> |
|---|---|



**Client**

- |                               |                                    |
|-------------------------------|------------------------------------|
| 1 Purchaser                   | 21 Landlord                        |
| 2 Vendor                      | 22 Tenant                          |
| 3 Builder/Developer           | 23 Employee                        |
| 4 Contractor/Sub Contractor   | 24 Employer                        |
| 5 Lender/Creditor             | 25 Testator                        |
| 6 Borrower/Debtor             | 26 Beneficiary                     |
| 7 Guarantor                   | 27 Settlor                         |
| 8 Receiver/Bankruptcy/Trustee | 28 Executor                        |
| 9 Plaintiff                   | 29 Estate                          |
| 10 Defendant                  | 30 Trustee                         |
| 11 Third Party                | 31 Committee/Attorney              |
| 12 Applicant                  | 32 Accused                         |
| 13 Insurer                    | 33 Charity/Non-Profit organization |
| 14 Husband/Father             | 34 Band                            |
| 15 Wife/Mother                | 35 Taxpayer                        |
| 16 Corporation                | 97 Interested Party                |
| 17 Limited Partnership        | 98 Government/Municipality         |
| 18 Partnership                | 99 Other                           |
| 19 Shareholder                |                                    |
| 20 Investor                   |                                    |

**Please Elaborate:**

### BRIEF PRECIS OF CLAIM

Please relate all relevant facts pertaining to this claim in chronological order. (Attach a separate sheet if necessary.)

See Robert Maxwell's letter to Paula Haney dated January 22, 2016.

How could this claim/potential claim have been prevented?

### DOCUMENTS / SIGNATURE

The following documents are enclosed:

Correspondence ☐ Statement of Claim ☐ Other ☒ Application

THIS REPORT IS MADE IN CONTEMPLATION OF LITIGATION.

Signature of Lawyer: \_\_\_\_\_ Date: April 28 / 16

Name of Managing Partner (where applicable): [Signature]

**NOTE:** Be sure to keep a complete copy of your entire file.

In addition, we are obliged to advise you that the Benchers have resolved that with respect to professional liability insurance claims, claim files may be made available to any department of the Law Society of Alberta.

Fasken Martineau DuMoulin LLP  
Barristers and Solicitors  
Patent and Trade-mark Agents

First Canadian Centre  
350 7th Avenue SW, Suite 3400  
Calgary, Alberta T2P 3N9  
Canada

+1 403 261 5350 Telephone  
+1 403 261 5351 Facsimile  
1 877 336 5350 Toll-free

fasken.com



Robert D. Maxwell  
Direct +1 403 261 5503  
rmaxwell@fasken.com

April 26, 2016  
File No.: 209555.00328/18104

**Via Email: [anna.lerch@lawsociety.ab.ca](mailto:anna.lerch@lawsociety.ab.ca)**

Alberta Lawyer's Insurance Association  
500, 919 - 11th Avenue SW  
Calgary, Alberta T2R 1P3

**Attention: Anna Lerch**

Dear Ms. Lerch:

**Re: Phoenix Precision Ltd. and 840501 Alberta Limited v. Parker Hannifin  
Canada and Parker Hannifin Corporation  
Court of Queen's Bench File No. 1501-03205**

I am belatedly attaching our New Claim Report.

Please note that the responsible lawyer is Janice Javier (in our Toronto office), not me.

Yours truly,

**FASKEN MARTINEAU DuMOULIN LLP**

A handwritten signature in black ink, appearing to read 'R. Maxwell', written over the printed name.

Robert D. Maxwell

RM/kd  
Enclosures

209555.00328/93237465.1

Terry Czechowskyj  
Writer's Direct Line: 298-0326  
Writer's E-mail Address: tczech@milesdavison.com

**With Prejudice**

**January 18, 2016**

**Fasken Martineau DuMoulin LLP**  
3400, 350 – 7<sup>th</sup> Avenue SW  
Calgary, AB T2P 3N9

**Attention: Mr. Robert D. Maxwell**

**Re: Phoenix Precision v. Parker Hannifin**

---

This letter is to confirm the Case Management judge's direction that the application on the issue of Fasken's conflict will not proceed on January 26, 2016 but will be heard at one of the case management judge's ½ day openings.

It is clear that the Fasken solicitors who acted for Parker Hannifin Corporation and directed the closing of the transaction have relevant and material evidence in this matter. The background leading to the filing of the conflict application is as follows.

My client first put you on notice at our July 30, 2015 meeting that if the closing agreements were challenged on the basis of being "alleged agreements" or agreements that were non-binding on the parties, Fasken would be in a conflict and could not act in this litigation.

At our case management meeting on September 9, 2015, I advised the Court of the conflict. I enclose a copy of the transcript of that meeting for your review.

After you filed amended defences on November 7, 2015, I advised you by letter on November 12 that your firm was in a conflict and asked that you confirm your withdrawal from the record. You did not respond.

On November 25, 2015, I advised you that I would seek a time from the case management judge to proceed with the conflict application in December 2015.

My clients were unrepresented at the closing in Calgary after Parker Hannifin Corporation unilaterally rescheduled the closing of the transaction in late December 2013 from Cleveland to Calgary. At the closing, Fasken solicitors represented to, and cautioned, my clients that the closing agreements they were executing were binding and enforceable agreements, and Fasken solicitors ensured that my clients acknowledge the same. My clients, relying on those representations by Fasken, were induced to proceed with the closing. The binding nature of these agreements is now being contested by Parker.

Fasken's efforts to obfuscate its role, as exemplified in your letter of January 18, 2016, both in the closing and the release of funds, has delayed a resolution to the issues between the parties and has caused additional damages and expense to my clients. Fasken solicitors will be called as witnesses, and if they fail to attend or their answers contradict their actions at closing, Fasken will be added as a defendant to these proceedings.

Please govern yourself accordingly.

Yours truly,

**MILES DAVISON LLP**

  
**TERRY CZECHOWSKYJ**

## MEMORANDUM

**TO:** Calgary Lawyers **DATE:** February 27, 2017  
**FROM:** Sandra Mouland  
**RE:** ERRORS & OMISSIONS - REPORTING OF CLAIMS

**\*\*\*\*\* RESPONSE REQUIRED BY FRIDAY, MARCH 17, 2017 \*\*\*\*\***

We are preparing the application for the renewal of our excess insurance through CLLAS. In that regard we must ensure that our current insurers are advised of (i) any unreported errors and omissions claim that a reasonable lawyer would expect may be made against the firm, its predecessors and/or present and former lawyers and (ii) any unreported event or circumstance that a reasonable lawyer would conclude carries the potential for an errors and omissions claim to be made.

Please take this opportunity to consider and report any matter which could result in a claim. The failure to report a claim or potential claim of which we have knowledge could result in a loss of coverage for that claim.

If you are not aware of any claim or potential claim kindly complete the attached form and return it to Simone Mehra as soon as possible.

If you are aware of any claim or potential claim which has not previously been reported, please indicate below and provide Simone Mehra with a memorandum describing the previously unreported claim or potential claim, no later than Friday, March 17, 2017.

**NOTE:** We also want to take this opportunity to update the status of all previously reported claims or potential claims. Please provide Simone Mehra with a memorandum indicating the current status of any previously reported claim (for your convenience, if applicable, a copy of the last status update is attached).

## MEMORANDUM

TO: Calgary Lawyers

DATE: February 27, 2017

FROM: Sandra Mouland

RE: ERRORS & OMISSIONS - REPORTING OF CLAIMS

**\*\*\*\*\* RESPONSE REQUIRED BY FRIDAY, MARCH 17, 2017 \*\*\*\*\***

We are preparing the application for the renewal of our excess insurance through CLLAS. In that regard we must ensure that our current insurers are advised of (i) any unreported errors and omissions claim that a reasonable lawyer would expect may be made against the firm, its predecessors and/or present and former lawyers and (ii) any unreported event or circumstance that a reasonable lawyer would conclude carries the potential for an errors and omissions claim to be made.

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## MEMORANDUM

DATE: February 27, 2017  
TO: Sandra Mouland  
RE: ERRORS & OMISSIONS - REPORTING OF CLAIMS

---

I am not aware of any such claim(s) ☐

I am aware of facts which might result  
in a claim(s) and which has/have not previously  
been reported as described in the attached  
memorandum ☐

I am aware of a previously reported claim(s) or potential  
claim (see attached status report for updating, if applicable)  
the status of which is indicated in the attached memorandum ☒

Name

Theodore Fong

Signature

*Theodore Fong*

\* the claim was reported  
in 2015 - see my  
memorandum dated  
March 1, 2016



**MEMORANDUM**

DATE: February 19, 2016  
TO: SANDRA MOULAND  
RE: ERRORS & OMISSIONS - REPORTING OF CLAIMS

---

**I am not aware** of any such claim(s) ☐

**I am aware** of facts which might result  
in a claim(s) and **which has/have not previously**  
**been reported** as described in the attached  
memorandum ☐

**I am aware** of a previously reported claim(s) or potential  
claim (see attached status report for updating, if applicable)  
the status of which is indicated in the attached memorandum ☒

Name:

Theodore Farg

Signature:

Theodore Farg

\* this claim was reported  
in 2015.

## **MEMORANDUM**

To: Sandra Mouland

Date: March 1, 2016

From: Theodore Fong

File/Matter No.: 261990.17929

Client: Atikwa Resources Inc.

Re: Total Oilfield Rentals LP

---

Further to my memorandum dated March 17, 2014, Atikwa's Receiver, Alvarez and Marsal Canada Inc., was discharged by Court Order dated July 2, 2015.

Atikwa is no longer an active corporation in Alberta. One entity with Atikwa's name was cancelled in 2009 and another was struck in 2010. Further, it appears that the 2 year Saskatchewan limitation period for Atikwa to bring a claim against Fasken Martineau has expired, based on the Default Judgment of Total Oilfield Rentals LP being filed on August 23, 2013 and based on email correspondences showing that Atikwa was aware of the error as early as September, 2013.

## MEMORANDUM

DATE: February 19, 2016  
TO: SANDRA MOULAND  
RE: ERRORS & OMISSIONS - REPORTING OF CLAIMS

---

**I am not aware** of any such claim(s) ☐

**I am aware** of facts which might result  
in a claim(s) and **which has/have not previously  
been reported** as described in the attached  
memorandum

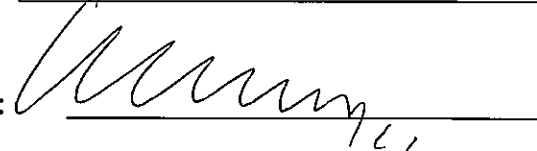
☒

**I am aware** of a previously reported claim(s) or potential  
claim (see attached status report for updating, if applicable)  
the status of which is indicated in the attached memorandum ☐

Name:

R. MAXWELL

Signature:



Fasken Martineau DuMoulin LLP  
Barristers and Solicitors  
Patent and Trade-mark Agents

www.fasken.com

3400 First Canadian Centre  
350 – 7th Avenue SW  
Calgary, Alberta, Canada T2P 3N9

403 261 5350 Telephone  
403 261 5351 Facsimile  
1 877 336 5350 Toll free



Robert D. Maxwell  
Direct 403 261 5503  
rmaxwell@fasken.com

January 22, 2016  
File No.: 209555.00328/18104

**Via Email: [paula.haney@lawsociety.ab.ca](mailto:paula.haney@lawsociety.ab.ca)**

Alberta Lawyers Insurance Association  
500, 919 - 11th Avenue SW  
Calgary, Alberta T2R 1P3

**Attention: Paula Haney**

Dear Paula:

**Re: Phoenix Precision Ltd. and 840501 Alberta Limited v. Parker Hannifin  
Canada and Parker Hannifin Corporation  
Court of Queen's Bench File No. 1501-03205**

This is to notify you of a potential claim against this firm.

Fasken Martineau DuMoulin ("Fasken") acts for Parker Hannifin Canada and Parker Hannifin Corporation (collectively "Parker"). Parker acquired assets and land from Phoenix Precision Ltd. and 840501 Alberta Ltd. in a \$15 million transaction which closed in January 2014.

Problems with the transaction developed and Phoenix Precision Ltd. and 840501 Alberta Ltd. commenced an action against Parker. A copy of the Amended Amended Statement of Claim is attached.

We have been acting for Parker as its litigation counsel in respect of this action.

On January 19, 2016 I received correspondence from Plaintiffs' counsel, Terry Czechowskyj, which is attached. In that letter, particularly the last two paragraphs, he alleges misrepresentations, etc. by Fasken lawyers and threatens to add Fasken as a Defendant in the proceedings. Prior to this, the Plaintiffs had been seeking to question Fasken lawyers at Questioning, which we have been resisting. There has been no Questioning as yet.

In the circumstances, we have determined that we ought to cease acting for Parker and transition the file to new counsel, which we are in the process of doing.

209555.00328/92562288.1

\* Fasken Martineau DuMoulin LLP is a limited liability partnership and includes law corporations.

Vancouver   Calgary   Toronto   Ottawa   Montréal   Québec City   London   Paris   Johannesburg

This litigation is highly acrimonious and we do not treat this potential claim as an empty threat.

Please let me know if you require any further information at this time with respect to this potential claim.

Yours truly,

**FASKEN MARTINEAU DuMOULIN LLP**



Robert D. Maxwell

RDM/kd  
Enclosures

**cc: Fasken Martineau DuMoulin LLP**  
**Attention: Mark Stinson**  
Via Email

**MEMORANDUM**

DATE: February 27, 2017  
TO: Sandra Mouland  
RE: ERRORS & OMISSIONS - REPORTING OF CLAIMS

---

**I am not aware** of any such claim(s) ☐

**I am aware** of facts which might result  
in a claim(s) and **which has/have not previously**  
**been reported** as described in the attached  
memorandum ☐

**I am aware** of a previously reported claim(s) or potential  
claim (see attached status report for updating, if applicable)  
the status of which is indicated in the attached memorandum ☒  
(see attached)

Name CURTIS STEWART

Signature *Curtis Stewart*



January 16, 2017

**Personal & Confidential**

Bennett Jones LLP  
4500 Bankers Hall East  
855 - 2nd Street SW  
Calgary, AB T2P 4K7

Attention: E. Bruce Mellett

Dear Mr. Mellett:

<b>Re:</b>	<b>Insured:</b>	Curtis Stewart
	<b>Claimant:</b>	Sanjel Corporation; 1272636 Alberta Ltd.
	<b>Our File:</b>	20160160 PCA (Please refer on all correspondence to us)
	<b>Your File:</b>	40921-24

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This file came up in my diary. I continue to await Mr. Mellett's replies to my letters of August 19, 2016, October 13, 2016, and December 2, 2016. I regret to have to remind you that the lack of cooperation by Mr. Mellett might prove to be a coverage issue if a claim is presented to us.

I will diarize my file for a further 30 days. Please provide your reply to me by that time. Thank you.

Yours truly,

A handwritten signature in black ink, appearing to be 'Philip E. Carr', written in a cursive style.

**Original signed by**  
**Philip E. Carr**

Philip E. Carr, B.A., LL.B.  
Senior Claims Examiner  
**Direct Line: 403-229-4743**  
**E-mail: [philip.carr@lawsociety.ab.ca](mailto:philip.carr@lawsociety.ab.ca)**  
PCA/waw

Copy to Curtis Stewart,(Fasken Martineau Dumoulin LLP)

MEMBER OF



500, 919 - 11<sup>th</sup> Avenue SW, Calgary, Alberta T2R 1P3 Tel: (403) 229-4716 / (800) 661-1694 Fax (403) 244-3072  
E-mail: [alia@lawsociety.ab.ca](mailto:alia@lawsociety.ab.ca) Website: [www.lawsociety.ab.ca](http://www.lawsociety.ab.ca)

## Curtis Stewart

---

**From:** Philip Carr <Philip.Carr@lawsociety.ab.ca>  
**Sent:** January-18-16 11:05 AM  
**To:** Don Cherniawsky, Q.C.  
**Cc:** Bruce Mellett (MellettB@bennettjones.com); Curtis Stewart  
**Subject:** Insured: Crtis Stewart Claimant: Sanjel ALIA file 2016 0160 PCA  
**Attachments:** 20160160\_PCA\_CRF.pdf; Sanjel Demand Letter to Bennett Jones re Sanjel Corporation v. HMQBC.pdf

Dear Mr. Cherniawsky:

Thank you for taking the time to discuss this matter with me today. I am attaching copies of the relevant material and confirm that ALIA wishes to retain you to review this matter. Briefly, our questions are: 1) do we have a basis for arguing that the BC Crown has an obligation to honour the second claim, even if the proper documents might not have been served? 2) If not, can this claim be attributed to the BC agents of Bennett Jones LLP, or does it rest with Bennett Jones? 3) If ALIA is responsible, what amount seems realistic as a settlement offer?

Thank you for your consideration. I am copying Mr. Mellett and Mr. Stewart with this email. I remind them that this is considered a repair matter by ALIA. This does trigger the deductible provisions in the ALIA policy, and might result in an insurance surcharge.

If you have additional questions, please contact me or either one of Messrs. Mellett and Stewart. In terms of any additional documents or substantive questions, I think those are best directed to Mr. Mellett since Bennett Jones remains in possession of the file materials. Thank you again.

Philip Carr



Philip E. Carr, B.A., LL.B.  
Senior Claims Examiner  
Alberta Lawyers Insurance Association  
500, 919 11th Avenue SW  
Calgary AB T2R 1P3

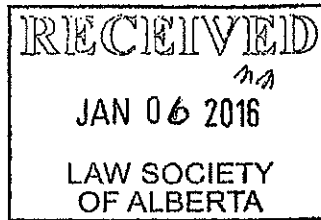
ALBERTA LAWYERS  
INSURANCE ASSOCIATION  
Direct: 403 229 1743  
Fax: 403 244 3072  
Email: [Philip.carr@lawsociety.ab.ca](mailto:Philip.carr@lawsociety.ab.ca)



Fasken Martineau DuMoulin LLP \*  
Barristers and Solicitors  
Patent and Trade-mark Agents

3400 First Canadian Centre  
350 - 7th Avenue SW  
Calgary, Alberta, Canada T2P 3N9

403 261 5350 Telephone  
403 261 5351 Facsimile



www.fasken.com

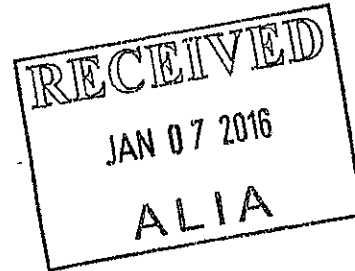
**FASKEN  
MARTINEAU** 

**Curtis Stewart**  
Direct +1 587 233 4121  
cstewart@fasken.com

January 6, 2016  
File No.: 261990.20346/20346

**PRIVATE AND CONFIDENTIAL**

The Alberta Lawyers Insurance Association (ALIA)  
c/o The Law Society of Alberta  
500, 919 - 11<sup>th</sup> Avenue SW  
Calgary, AB T2R 1P3



**Attention: Phillip E. Carr**  
**Senior Claims Examiner**

Dear Sir:

**Re: Sanjel Corporation / 1272636 Alberta Ltd.**  
**Your File 20160160 BCA**

Further to above, we enclose Claim Report with respect to the above matter.

We trust the foregoing is satisfactory.

Yours truly,

**FASKEN MARTINEAU DuMOULIN LLP**



Curtis Stewart

CS/rs  
Enclosure

\*Fasken Martineau DuMoulin LLP is a limited liability partnership and includes professional corporations.

Vancouver

Calgary

Toronto

Ottawa

Montréal

Québec City

London

Paris

Johannesburg



## TO: The Alberta Lawyers Insurance Association (ALIA)

c/o The Law Society of Alberta  
500, 919 - 11th Avenue S.W.  
Calgary, Alberta T2R 1P3.

Telephone: (403) 229-4716, 1-800-661-1694  
Fax: (403) 244-3072, E-mail: [ALIA@lawsociety.ab.ca](mailto:ALIA@lawsociety.ab.ca)

**To ensure a timely investigation of this potential claim, please return this form along with relevant documentation within three (3) weeks to our CALGARY Office.**

The personal information collected from you will be used by the Alberta Lawyers Insurance Association (ALIA) for one or more purposes contemplated by the Legal Profession Act, the Rules of the Law Society, the Code of Conduct, or a resolution of the Benchers and will be accessible to all departments of the Law Society. The information may be used or disclosed by ALIA, now or in the future, for regulatory purposes, including Law Society investigations and proceedings. We may contact you to obtain additional information, or to obtain clarification on the information you provided. Should you have any questions about the collection, use or disclosure of this information, please contact ALIA @ (403) 229-4716.

**CONFIDENTIAL**

**New Claim Report**

**ALIA File:** 2016- 0160

### LAWYER INFORMATION

Lawyer: <u>CURTIS R. STEWART</u>	Roll No.: <u>11916</u>	Year Called to Bar: <u>2000 (Alberta)</u>	File No.: <u>2016- 0160</u>
Law Firm Name: <u>FASKEN MARTINEAU DUMOULIN LLP</u>			
Current Occupation: <u>Partner</u>			
What firm were you with at the time the alleged error occurred? <u>BENNETT JONES LLP</u>			

### BUSINESS INFORMATION

Business Address: <u>3400 First Canadian Centre</u> <u>350- 7<sup>th</sup> Avenue SW</u> <u>Calgary, AB</u> <u>T2P 3N9</u>	
Business Phone: <u>587- 233-4121</u>	Business Fax: <u>403 261- 5351</u>
Business E-Mail: <u>cstewart@fasken.com</u>	

### PERSONAL INFORMATION

Home Address: <u>2231 26<sup>th</sup> Street SW</u> <u>Calgary, AB</u> <u>T3E 2A4</u>	
Home Phone: <u>(403) 616-3064</u>	

# CLAIMANT INFORMATION

Name of Claimant:	SANJEL CORPORATION/1272636 Alberta Ltd.
Address:	200, 505 2 <sup>ND</sup> Street SW CALGARY, AB T2P1N8
Telephone:	403 269-1420
Claimant's Lawyer:	Tina Antony, Sanjel Corporation General Counsel
Firm:	
Telephone:	403 269-1420

Name of Client, if different from Claimant:	
Length of time you have acted for the Client:	I ceased as a partner at Bennett Jones LLP in April 2011.
Is/was there a solicitor/client relationship between you/the firm and the claimant? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
If "No", explain:	Fasken Martineau Dumoulin LLP does not act for the claimant currently.
Is claimant aware of the potential problem? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Are you continuing to represent the claimant? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
If "No", where is the file?	
Have your fees been paid? Yes <input type="checkbox"/> No <input type="checkbox"/> n/a - Bennett Jones LLP was counsel	

### CLAIM INFORMATION

When did the alleged error occur? Day: <u>see attached background</u> Month: _____ Year: _____	
Is this a Real Estate 'Protocol' claim? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (A surcharge may not result if this claim involved a Real Estate protocol closing)	
How were you made aware of the potential claim? <u>Personally made aware by Bennett Jones LLP in October 2015 when they recieved notice from Crown of B.C. (see attached)</u>	
When were you made aware of the potential claim? <u>October 2015</u>	
When were you first put on notice (written and/or oral) of a claim? <i>If you received written notice or statement of claim, please attach a copy.</i> <u>see attached</u>	
Aside from a solicitor-client relationship, do you have an ownership, financial, or business interest in the client or claimant? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If "Yes", please elaborate _____	
Does this claim arise out of the claimant/client doing business with an entity in which you have an ownership, financial or business interest? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If "Yes", please elaborate _____	
Is there any proceeding (such as a foreclosure, repossession, application or defence) requiring urgent attention? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If "Yes", by when? _____	
Estimate the amount of the claim that may be presented against you: \$ <u>545,298.85 plus interest</u>	
In your opinion, the likelihood of liability is: Unlikely <input type="checkbox"/> Possible <input checked="" type="checkbox"/> Probable <input type="checkbox"/> Definite <input type="checkbox"/>	
Please identify other parties who may be involved in the dispute, e.g. real estate agent, bank, appraisers, tortfeasors, insurers: <u>Agent law firm in B.C. (Edwards, Kenny, Brady LLP)</u>	
List all staff members directly involved in the matter out of which the alleged error arose, indicating position (partner, associate, articling Student, legal assistant, secretary): <u>Laurie Goldbach (Partner) Allison Gray (Associate) Sheena Owens (Associate)</u> <span style="float: right;">Note: Cannot determine without reviewing file</span>	

### OTHER

What percentage of your practice was devoted to this area of law at that time?	<u>100 %</u>
How long had you been practicing in this area of law at the time?	<u>20<sup>+</sup></u> Years
Does your Firm carry Excess of the \$1,000,000 Mandatory Coverage: Yes <input type="checkbox"/> No <input type="checkbox"/>	<u>please inquire of Bennett Jones LLP</u>
Insurer	Policy # _____

\*\*\* Please circle the Area of Law, Error or Omission and Cause below \*\*\*

Area of Law		
<b>1. Real Estate Conveyancing</b>		
1.1 Unspecified	<input type="checkbox"/>	
1.2 Residential	<input type="checkbox"/>	
1.3 Condominium	<input type="checkbox"/>	
1.4 Commercial	<input type="checkbox"/>	
1.5 Farm	<input type="checkbox"/>	
1.6 Other _____	<input type="checkbox"/>	
<b>2. Civil Litigation</b>		
2.1 Unspecified	<input type="checkbox"/>	
2.2 Personal Injury, automobile	<input type="checkbox"/>	
2.3 Personal Injury, other	<input type="checkbox"/>	
2.4 Medical Malpractice	<input type="checkbox"/>	
2.5 Professional Malpractice, other	<input type="checkbox"/>	
2.6 Wrongful Dismissal	<input type="checkbox"/>	
2.7 Liens	<input type="checkbox"/>	
2.8 Creditor Remedies	<input type="checkbox"/>	
2.9 Insurance Contract	<input type="checkbox"/>	
2.10 Commercial	<input type="checkbox"/>	
2.11 Landlord & Tenant	<input type="checkbox"/>	
2.12 Charter	<input type="checkbox"/>	
2.13 Foreclosure	<input type="checkbox"/>	
2.14 Other _____	<input type="checkbox"/>	
<b>3. Commercial</b>		
3.1 Unspecified	<input type="checkbox"/>	
3.2 Construction Contracts	<input type="checkbox"/>	
3.3 International Business	<input type="checkbox"/>	
3.4 Lease	<input type="checkbox"/>	
3.5 Loans, Financing	<input type="checkbox"/>	
3.6 Natural Resources (Oil & Gas, Mining, etc.)	<input type="checkbox"/>	
3.7 Purchase/Sale of Business	<input type="checkbox"/>	
3.8 Other _____	<input type="checkbox"/>	
<b>4. Corporate</b>		
4.1 Unspecified	<input type="checkbox"/>	
4.2 Corporate Governance	<input type="checkbox"/>	
4.3 Incorporation	<input type="checkbox"/>	
4.4 Reorganization/Amalgamation	<input type="checkbox"/>	
4.5 Securities	<input type="checkbox"/>	
4.6 Shareholder Agreement	<input type="checkbox"/>	
4.7 Other _____	<input type="checkbox"/>	
<b>5. Matrimonial and Family</b>		
5.1 Unspecified	<input type="checkbox"/>	
5.2 Divorce	<input type="checkbox"/>	
5.2.1. Property Settlement	<input type="checkbox"/>	
5.2.2. Custody	<input type="checkbox"/>	
5.2.3. Maintenance	<input type="checkbox"/>	
5.2.4. Pension Issues	<input type="checkbox"/>	
5.3 Separation	<input type="checkbox"/>	
5.4 Adoption	<input type="checkbox"/>	
5.5 Other _____	<input type="checkbox"/>	
<b>6. Estate Planning and Administration</b>		
6.1 Unspecified	<input type="checkbox"/>	
6.2 Wills	<input type="checkbox"/>	
6.3 Estate Planning	<input type="checkbox"/>	
6.4 Estate Administration	<input type="checkbox"/>	
6.5 Trusts	<input type="checkbox"/>	
6.6 Power of Attorney	<input type="checkbox"/>	
6.7 Committeeships / Dependent Adult Act	<input type="checkbox"/>	
6.8 Other _____	<input type="checkbox"/>	
<b>7. Aboriginal</b>		
<b>8. Administrative/Boards/Tribunals</b>		
8.1 Unspecified	<input type="checkbox"/>	
8.2 Health Law	<input type="checkbox"/>	
8.3 Human Rights	<input type="checkbox"/>	
8.4 Workers Compensation	<input type="checkbox"/>	
8.5 Law Society		
8.5.1. Law Society - Custodian	<input type="checkbox"/>	
8.5.2. Law Society - Mentor	<input type="checkbox"/>	
8.6 Other _____	<input type="checkbox"/>	
<b>9. Admiralty</b>		
<b>10. Arbitration</b>		
<b>11. Aviation</b>		
<b>12. Bankruptcy/Insolvency/Receivership</b>		
<b>13. Criminal</b>		
13.1 Unspecified	<input type="checkbox"/>	
13.2 Driving & Traffic Offenses	<input type="checkbox"/>	
13.3 Young Offenders	<input type="checkbox"/>	
13.4 Other _____	<input type="checkbox"/>	
<b>14. Employment/Labour</b>		
<b>15. Entertainment</b>		
<b>16. Environmental</b>		
<b>17. Immigration</b>		
<b>18. Intellectual Property (includes Patent, Trademark, Copyright, Software Licensing)</b>		
<b>19. Mediation</b>		
<b>20. Tax</b>		
20.1 Unspecified	<input type="checkbox"/>	
20.2 Corporate	<input type="checkbox"/>	
20.3 Personal/Family	<input type="checkbox"/>	
20.4 Estate/Trust	<input type="checkbox"/>	
20.5 Other (TAX LITIGATION)	<input checked="" type="checkbox"/>	
<b>21. Other _____</b>		

### Error / Omission

<p>① <b>Limitation/Deadlines</b></p> <p>1.1 Statutory <input type="checkbox"/></p> <p>1.2 Contractual <input checked="" type="checkbox"/></p> <p>1.3 Procedural <input checked="" type="checkbox"/></p> <p>1.4 Other _____</p>	<p><b>3 Advice &amp; Protection</b></p> <p>3.1 Title problems/dispute <input type="checkbox"/></p> <p>3.2 Prior Encumbrances or charges <input type="checkbox"/></p> <p>3.3 Outstanding Interests <input type="checkbox"/></p> <p>3.4 Deficient Security <input type="checkbox"/></p> <p>3.5 Advice incorrect <input type="checkbox"/></p> <p>3.6 Advice inadequate <input type="checkbox"/></p> <p>3.7 Failure to protect client's interest <input type="checkbox"/></p> <p>3.8 Failure to protect non-client's interest <input type="checkbox"/></p> <p>3.9 Failure to refer for independent advice <input type="checkbox"/></p> <p>3.10 Inadequate independent advice <input type="checkbox"/></p> <p>3.11 Conduct of Trial/Hearing <input type="checkbox"/></p>
<p><b>2 A) Procedural</b></p> <p>2.1 Defective documentation <input type="checkbox"/></p> <p>2.2 Search <input type="checkbox"/></p> <p>2.3 Failure to advance litigation <input type="checkbox"/></p> <p>2.4 Failure to proceed expeditiously <input type="checkbox"/></p> <p>2.5 Failure to appear on behalf of client <input type="checkbox"/></p> <p>2.6 Registering/filing <input type="checkbox"/></p> <p>2.7 Inadequate Investigation <input type="checkbox"/></p> <p>2.8 Error in choice of procedures <input type="checkbox"/></p>	<p><b>4 Trust Conditions or undertaking</b></p> <p>4.1 Non compliance by Insured <input type="checkbox"/></p> <p>4.2 Non compliance by other lawyer <input type="checkbox"/></p> <p>4.3 In dispute <input type="checkbox"/></p> <p>4.4 Unclear/Inappropriate trust conditions <input type="checkbox"/></p> <p>4.5 Failure to impose trust conditions <input type="checkbox"/></p>
<p><b>B) Real Estate only</b></p> <p>2.9 Survey/R.P.R./other professional certificate/opinion <input type="checkbox"/></p> <p>2.10 *Registry Office Search <input type="checkbox"/></p> <p>2.11 *Searches other than Registry Office <input type="checkbox"/></p> <p>2.12 Failure to sub-search <input type="checkbox"/></p> <p>2.13 Lack of independent verification, reliance on others <input type="checkbox"/></p> <p>2.14 Protocol <input type="checkbox"/></p>	<p><b>5 Malicious Prosecution</b> <input type="checkbox"/></p> <p><b>6 Defamation</b> <input type="checkbox"/></p> <p>⑦ <b>Other</b> <u>Procedural - Failure to Serve S/C</u></p> <p><b>8 No Fault of the Lawyer</b></p> <p>8.1 No Fault of the Lawyer <input type="checkbox"/></p> <p><b>9 Theft by Insured</b></p> <p>9.1 Theft by Insured <input type="checkbox"/></p>

### Cause of Loss

<p>① <b>Systems/Procedures/Administrative</b></p> <p>1.1 Failure to follow up <input checked="" type="checkbox"/></p> <p>1.2 Diary system error <input type="checkbox"/></p> <p>1.3 Inadequate office systems <input type="checkbox"/></p> <p>1.4 Failure to memo file <input type="checkbox"/></p> <p>1.5 Procrastination <input type="checkbox"/></p> <p>1.6 Clerical/mathematical error <input type="checkbox"/></p> <p>1.7 Overwork <input type="checkbox"/></p> <p>1.8 Inadequate review/preparation <input type="checkbox"/></p>	<p><b>3 Delegation/Supervision</b></p> <p>3.1 Delegated to lawyer/student <input checked="" type="checkbox"/></p> <p>3.2 Delegated to non lawyer employee <input type="checkbox"/></p> <p>3.3 Delegated to outsider <input type="checkbox"/></p> <p>3.4 Delegation - Poor communication/poor supervision <input type="checkbox"/></p>
<p><b>2 Communication</b></p> <p>2.1 Failure to follow client's instructions <input type="checkbox"/></p> <p>2.2 Disputed instructions <input type="checkbox"/></p> <p>2.3 Disputed retainer <input type="checkbox"/></p> <p>2.4 Perceived limited retainer <input type="checkbox"/></p> <p>2.5 Poor communication with clients <input type="checkbox"/></p> <p>2.6 Poor communication with others <input type="checkbox"/></p> <p>2.7 Failure to confirm instructions/advice <input type="checkbox"/></p> <p>2.8 Failure to obtain client's consent <input type="checkbox"/></p> <p>2.9 Unable to contact client <input type="checkbox"/></p> <p>2.10 Client remorse after settlement <input type="checkbox"/></p>	<p><b>4 Law</b></p> <p>4.1 Failure to know the law <input type="checkbox"/></p> <p>4.2 Failure to know the limitation/deadline <input type="checkbox"/></p> <p>4.3 Failure to properly apply the law <input type="checkbox"/></p> <p>4.4 Failure to address tax implications <input type="checkbox"/></p>
	<p><b>5 Conflict</b></p> <p>5.1 Representing two or more parties <input type="checkbox"/></p> <p>5.2 Unrepresented party <input type="checkbox"/></p> <p>5.3 Personal/Financial interest in transaction <input type="checkbox"/></p> <p>5.4 Other <input type="checkbox"/></p> <p>5.5 Claim by opposing party <input type="checkbox"/></p>
	<p><b>6 Fee Dispute</b></p> <p><b>7 Fraud by client/other party</b></p> <p>7.1 Mortgage Fraud <input type="checkbox"/></p> <p>7.2 Investment Schemes <input type="checkbox"/></p> <p>⑧ <b>Other</b> <u>potential failure by Agent law firm</u></p> <p><b>9 Misappropriation</b> <input type="checkbox"/></p> <p><b>10 Wrongful Conversion</b> <input type="checkbox"/></p>

# Client

1	Purchaser	<input type="checkbox"/>	21	Landlord	<input type="checkbox"/>
2	Vendor	<input type="checkbox"/>	22	Tenant	<input type="checkbox"/>
3	Builder/Developer	<input type="checkbox"/>	23	Employee	<input type="checkbox"/>
4	Contractor/Sub Contractor	<input type="checkbox"/>	24	Employer	<input type="checkbox"/>
5	Lender/Creditor	<input type="checkbox"/>	25	Testator	<input type="checkbox"/>
6	Borrower/Debtor	<input type="checkbox"/>	26	Beneficiary	<input type="checkbox"/>
7	Guarantor	<input type="checkbox"/>	27	Settlor	<input type="checkbox"/>
8	Receiver/Bankruptcy/Trustee	<input type="checkbox"/>	28	Executor	<input type="checkbox"/>
9	Plaintiff	<input type="checkbox"/>	29	Estate	<input type="checkbox"/>
10	Defendant	<input type="checkbox"/>	30	Trustee	<input type="checkbox"/>
11	Third Party	<input type="checkbox"/>	31	Committee/Attorney	<input type="checkbox"/>
12	Applicant	<input type="checkbox"/>	32	Accused	<input type="checkbox"/>
13	Insurer	<input type="checkbox"/>	33	Charity/Non-Profit organization	<input type="checkbox"/>
14	Husband/Father	<input type="checkbox"/>	34	Band	<input type="checkbox"/>
15	Wife/Mother	<input type="checkbox"/>	35	Taxpayer	<input checked="" type="checkbox"/>
16	Corporation	<input type="checkbox"/>	97	Interested Party	<input type="checkbox"/>
17	Limited Partnership	<input type="checkbox"/>	98	Government/Municipality	<input type="checkbox"/>
18	Partnership	<input type="checkbox"/>	99	Other	<input type="checkbox"/>
19	Shareholder	<input type="checkbox"/>			
20	Investor	<input type="checkbox"/>			

**Please Elaborate:**

*- see attached for background*

### BRIEF PRECIS OF CLAIM

Please relate all relevant facts pertaining to this claim in chronological order. (Attach a separate sheet if necessary.)

- see attached for background.

How could this claim/potential claim have been prevented?

- Follow up with agent

### DOCUMENTS / SIGNATURE

The following documents are enclosed:

Correspondence ☒ Statement of Claim ☐ Other ☐ \_\_\_\_\_

**THIS REPORT IS MADE IN CONTEMPLATION OF LITIGATION.**

Signature of Lawyer: Curtis Stewart Date: January 5, 2016

Name of Managing Partner (where applicable): \_\_\_\_\_

**NOTE:** Be sure to keep a complete copy of your entire file.

In addition, we are obliged to advise you that the Benchers have resolved that with respect to professional liability insurance claims, claim files may be made available to any department of the Law Society of Alberta.



Bruce Mellett  
Direct Line: 403.298.3319  
e-mail: [mellett@bennettjones.com](mailto:mellett@bennettjones.com)  
Our File No.: 40921-24

October 9, 2015

Via Email

**CONFIDENTIAL**

Ms. Paula Haney  
Alberta Lawyers Insurance Association  
500, 919 - 11 Ave SW  
Calgary AB T2R 1P3

Dear Ms. Haney:

**Re: Professional Liability Insurance Matters**  
**Potential Claim: Sanjel Corporation/1272636 Alberta Ltd.**  
**Our Lawyers (former): Curtis Stewart, Laurie Goldbach and Sheena Owens**

This letter is to report on a potential claim involving our former lawyers Curtis Stewart, Laurie Goldbach and Sheena Owens. The matter involves an Action to appeal a British Columbia tax assessment. While the Petition was filed on a timely basis, the Crown states in a letter of September 25, 2015 (enclosed) that it has no record of being served with the Petition in Action No. S107070. As it had not been served in accordance with s. 119(4) of the *Social Services Tax Act*, the Action will likely be struck.

We have undertaken a review of our file in this matter and have not been able to confirm that the Petition in Action No. S107070 was ever served upon the Crown.

By way of background, two Sanjel entities (Sanjel Corporation ("Sanjel") and 1272636 Alberta Ltd. ("127")) were subject to PST audits. Both entities were assessed penalty amounts equivalent to PST not collected from their customers on the basis that both entities sold tangible personal property in BC. Both entities had been self-assessing PST on the materials used. The Notices of Assessments for 127 were initially issued in the name of Sanjel Limited Partnership, which the Crown acknowledged was the wrong entity. As a result, it reissued the Notices of Assessment to 127 at a later date. The assessments were appealed to the Ministry, which appeals were denied on February 3, 2010 (Sanjel) and July 31, 2010 (127).

Pursuant to section 119 of the *Social Services Tax Act*, the denial of the appeals could be appealed to the Supreme Court of British Columbia. The appeal had to be filed within 90 days of the Minister's decision and served on the Ministry within 14 days of filing.

October 9, 2015  
Page Two

The assessments issued against Sanjel were appealed by way of Petition to the Supreme Court of British Columbia filed on April 30, 2010. This appeal became action number S103055. The Crown does not dispute it was properly served in that Action, and has offered to settle it.

The Petition and supporting Affidavit to appeal of the assessments made against 127 was filed October 22, 2010 by our BC agent, Angela Folino of Edwards, Kenny, Bray LLP. This appeal became Action No. S107070. On October 26, 2010, Ms. Folino returned the filed Petition and Affidavit to our office by registered mail. While this petition was filed within the required 90 days, we can find no confirmation that the Petition was actually served on BC.

On December 21, 2010, the Ministry filed a response to the Petition in Action No. S103055, but no response has been filed in Action No. S107070. There was also an application made by the Crown in S103055 and a number of related actions (notably not S107070) to consolidate the related matters into a single action.

We believe that the Crown was aware that Action S107070 had been commenced, as beginning in January 2011, Mr. Stewart specifically referred to the BC Crown's failure to address S107070 in its proposed consolidation application in correspondence with Crown counsel. He stated that he thought the Crown mistakenly believed that the Petition had been consolidated.

In any event the B.C. Crown's position indicates that the challenge will not be able to proceed. The potential amount at issue is \$545,297.85 plus interest.

We have advised the client of this development and suggested that they may wish to obtain independent legal advice concerning it.

We will report as matters develop.

Yours truly,

**BENNETT JONES LLP**



E. Bruce Mellett

EBM/ys

cc: Curtis Stewart  
Laurie Goldbach  
Sheena Owens  
Ms. P. Brickman, HKMB HUB International



September 25, 2015

WITHOUT PREJUDICE

BY FAX TO 403.265.7219

Bennett Jones LLP  
4500 Bankers Hall East  
855 - 2nd Street SW  
Calgary AB T2P 4K7

Attention: Alison J Gray

Dear Ms Gray:

Re: *Sanjel Corporation v HMQBC*  
SCBC, Vancouver Registry, Action No S103055

Thank you for your letter of July 23, 2015, proposing a settlement in this matter, and your letter of August 11, 2015, enclosing copies of the Master Services Agreements between Sanjel Corporation and its customers.

Further to our telephone conversation on September 11, 2015, the Defendant is prepared to make an offer to settle this matter without the necessity of a hearing (the "Settlement Offer").

The Settlement Offer is as follows:

We are willing to settle this matter on the basis that Sanjel was not liable for the penalties assessed against it under section 115 (5) of the *Social Service Tax Act* ("Act") for failing to collect tax from its customers, but was liable to pay tax on its purchases of materials used in fulfilling its contracts with its customers (the "Materials Purchases").

In our view, this basis is substantially the basis on which you offered to settle this matter. However, the figure of \$2,129,642.00 referred to in your letter is not the correct amount to be refunded. Also, as discussed with you in our telephone

Ministry of Justice  
Legal Services Branch  
Revenue & Taxation

Mailing Address:  
PO BOX 9289 STN PROV GOVT  
Victoria BC V8W 9J7

Location:  
400 - 1675 Douglas St  
Victoria BC V8W 2G5

Phone: 250.387-3923  
Fax: 250.387.0700  
Scintula.Kirkpatrick@gov.bc.ca

- 2 -

discussion of September 11, 2015, any interest to be paid by the Province to Sanjel must be calculated in accordance with the *Interest on Overdue Accounts Payable Regulation*, BC Reg 215/83 (the "Regulation").

Therefore, we propose that this matter be resolved on the following basis:

- Sanjel is not liable for the penalties assessed against it in the total amount of \$3,974,228.27 (the "Total Penalty Amount", consisting of the penalty of \$3,503,284.10 referred to in Notice of Assessment L0011223541 and the penalty of \$470,944.17, referred to in Notice of Assessment L0011223557).
- Sanjel is liable for the tax of \$1,928,074.54 it paid in respect of the Materials Purchases (but in respect of which it received a refund; please see below).
- On the same date as the Notices of Assessment referred to above, Sanjel was determined to be entitled to a refund of \$2,137,704.39 (the "Excess Refund"), consisting of the \$1,928,074.54 in tax it paid on the Materials Purchases, plus interest of \$209,629.85.
- Sanjel is liable to repay the Excess Refund.
- The Province will refund to Sanjel \$1,836,523.88 plus any interest paid by Sanjel in respect of any outstanding portion of the Total Penalty Amount.
- The Province will pay applicable interest to Sanjel in accordance with the Regulation.
- The parties will bear their own costs.

This Settlement Offer remains open for acceptance until October 30, 2015.

This Settlement Offer is an offer to settle, made in accordance with Rule 9-1 of the *Supreme Court Civil Rules*. This offer is not an admission. The fact that this offer has been made must not be disclosed to the court or set out in any document used in the proceeding, until all issues in the proceeding, other than costs, have been determined.

The Defendant, Her Majesty the Queen in right of the Province of British Columbia, reserves the right to bring this offer to the attention of the court for consideration in relation to costs after the court has pronounced judgment on all other issues in the proceeding.

- 3 -

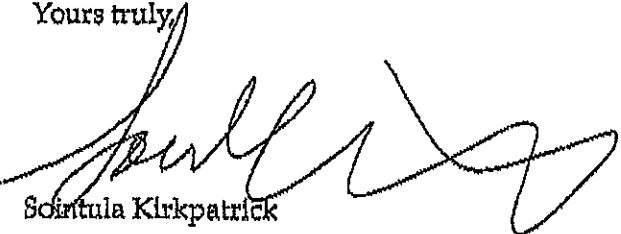
I enclose a draft Consent Order in the terms of the Settlement Offer, for your review and signature, should the Plaintiff be willing to resolve this matter on the basis of the Settlement Offer. Once you have signed the draft Consent Order, please return the original to me and I will sign and file it with the Supreme Court of British Columbia. I will send you a copy of the entered Order once I receive it from the Court.

**The S107070 Petition**

As also discussed in our telephone conversation of September 11, 2015, we note that you refer to this Court file number (S107070) in the subject line of your letter of July 23, 2015. We have no record of any Petition with this Court file number having been served on us as required by section 119(4) of the Act. It is our position that, if this Petition has not been served on us as required by section 119(4) of the Act, the Petition must be struck out (*Testa v. British Columbia*, [1993] B.C.J. No. 2070).

Please contact me if you have any questions or wish to discuss this matter further. We look forward to receiving your response to the Settlement Offer outlined above.

Yours truly,



Soinitula Kirkpatrick  
Counsel for the Defendant

Encl.

c: Shannon Davis, Counsel (by e-mail)

No S103085  
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

Between

Sanjel Corporation

Plaintiff

and

Her Majesty the Queen in right of the Province of British Columbia

Defendant

CONSENT ORDER

BEFORE A JUDGE OF THE COURT | , 2015

ON THE APPLICATION of Her Majesty the Queen in right of the Province of  
British Columbia, without a hearing and by consent:

THIS COURT ORDERS that:

1. the two decisions of the Minister of Finance from which the Plaintiff appeals  
under section 119 of the *Social Service Tax Act* (the "Act") are varied as follows:
  - (a) the assessment in the amount of \$3,503,284.10 assessed under section 115  
(5) of the Act, set out in Notice of Assessment L0011223541, is reduced to  
\$2,137,704.89; and

- 2 -

- (b) the assessment in the amount of \$470,944.17 assessed under section 115 (5) of the Act, set out in Notice of Assessment L0011223557, is cancelled in its entirety;

on the bases that:

- i. the Plaintiff is not liable to the penalties assessed under section 115(5) of the Act, as set out in the Notices of Assessment referred to above;
  - ii. the Plaintiff is liable to tax on its purchases of materials in the amount of \$1,928,074.54 (the "Tax on Materials");
  - iii. the Plaintiff paid the Tax on Materials at the time it purchased the materials;
  - iv. the Plaintiff received a refund of the Tax on Materials plus interest in the amount of \$209,629.85 (together \$2,137,704.39, the "Excess Refund") under section 80 of the Act; and
  - v. the Plaintiff is liable to the Excess Refund under section 115(4.1) of the Act;
2. this Order be of the same force and effect as if it had been pronounced after a hearing of the appeal on its merits; and

- 3 -

3. the parties will bear their own costs of this proceeding.

The following parties approve the form of this order and consent to each of the orders noted above:

---

Alison J Gray  
Counsel for the Plaintiff

---

Sointula Kirkpatrick  
Counsel for the Defendant

By the Court

---

Registrar





Delivered by email: akotkas@fasken.com

August 4, 2016

Private & Confidential

Mr. Alex Kotkas  
Fasken Martineau DuMoulin LLP  
3400 First Canadian Centre  
350 - 7th Avenue SW  
Calgary Alberta T2P 3N9

Dear Mr. Kotkas:

Re: Canadian Lawyers Liability Assurance Society (CLLAS)  
Insured: Fasken Martineau DuMoulin LLP (C. R. Stewart)  
Claimant: Unknown  
CLLAS File: 2016-086  
LSA File: 20160160

Further to our correspondence of February 5, 2016, the circumstances of this claim as we understand them are that the impugned transactions were completed while Mr. Stewart was a partner in the firm Bennett Jones LLP.

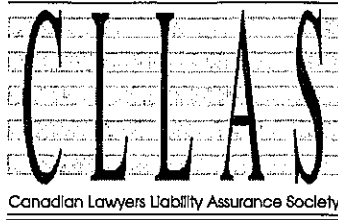
The CLLAS policy defines Claim as:

- (a) a written or oral demand for money or services including, without limitation, as a result of damage to a claimant's computer hardware or software, or the loss, damage, theft or disclosure of Confidential Information;
- (b) a written or oral allegation of breach in the rendering or failure to render Professional Services; or
- (c) a written or oral allegation of Personal Injury

received by the Insured resulting from a single or related act, error, omission or negligent act in the performance of or failure to perform Professional Services by the Insured or by any person for whose acts, errors, or omissions the Insured is legally responsible.

Based upon the forgoing, we accept that this matter would fall with the definition of Claim under the CLLAS policy.

Office of the General Manager, 36 Toronto Street, Suite 510, Toronto, Ontario M5C 2C5  
Tel: 1-855-729-9462 Fax: 1-855-529-9462



However, the CLLAS policy defines Insured as:

- (a) the Named Insured [i.e., Fasken Martineau DuMoulin LLP];
- (b) any partner of the Named Insured; any officer, director, shareholder or partner of a Service Company or a Professional Corporation; any Employee; any "counsel" or "of-counsel" of the Named Insured; or any Consultant; but, in the case of each of the foregoing, only in respect of those Professional Services rendered or that should have been rendered while such person or entity held such position with the Named Insured, a Service Company or a Professional Corporation, as applicable and, in the case of a Consultant, solely in respect of those Professional Services rendered or that should have been rendered to or through the Named Insured and in the case of any such person who holds such position with a Professional Corporation, such person is a lawyer or a Non-Lawyer Consultant who provides Professional Services exclusively to or through such Professional Corporation; [annotation and emphasis added]

While Mr. Stewart was first put on notice of this claim while a partner of Fasken Martineau DuMoulin LLP, the Professional Services in question were not rendered while Mr. Stewart was a member of Fasken Martineau DuMoulin LLP. Based on the above, it is our view that coverage is not available to Fasken Martineau DuMoulin LLP or Mr. Stewart under the CLLAS Policy. We suggest that Mr. Stewart confirm that Bennett Jones LLP has reported this matter to its excess insurers.

Should you have any further information which you believe might alter our coverage assessment, please advise and we will be happy to consider it. Should Fasken Martineau DuMoulin LLP be named in any action by the claimant please advise us immediately.

Should you wish to discuss the contents of this letter, please do not hesitate to contact the writer.

Yours truly,

A handwritten signature in black ink, appearing to read 'A. Timothy Clarke', is written over a horizontal line.

A. Timothy Clarke  
Office of the General Manager

ATC/tb

Copy: Mr. Donald Milner (Toronto)

I:\CLLAS\CLLAS Claims\2016\2016-085 (Stewart re Sanjel Corporation)\Coverage\Coverage\LTAKotkas.04Aug16.docx

## MEMORANDUM

DATE: February 27, 2017  
TO: Sandra Mouland  
RE: ERRORS & OMISSIONS - REPORTING OF CLAIMS

---

**I am not aware** of any such claim(s)

☒

**I am aware** of facts which might result  
in a claim(s) and **which has/have not previously  
been reported** as described in the attached  
memorandum

☐

**I am aware** of a previously reported claim(s) or potential  
claim (see attached status report for updating, if applicable)  
the status of which is indicated in the attached memorandum

☐

Name

*Alex Koffas*

Signature

*[Signature]*

*\* A previously reported claim  
(Dietrich) has been  
settled and concluded.*

## MEMORANDUM

DATE: February 19, 2016  
TO: SANDRA MOULAND  
RE: ERRORS & OMISSIONS - REPORTING OF CLAIMS

---

**I am not aware** of any such claim(s) ☐

**I am aware** of facts which might result  
in a claim(s) and **which has/have not previously**  
**been reported** as described in the attached  
memorandum ☐

**I am aware** of a previously reported claim(s) or potential  
claim (see attached status report for updating, if applicable)  
the status of which is indicated in the attached memorandum ☒

Name: Alex Kotkas

Signature: 

\* this claim was reported  
in 2015

Fasken Martineau DuMoulin LLP  
Barristers and Solicitors  
Patent and Trade-mark Agents  
Calgary



## MEMORANDUM

To: Sandra Mouland

Date: March 17, 2015

From: Alex Kotkas

File/Matter No.: 900290.00019

Re: Errors & Omissions – Reporting of Claims

---

***The Estate of Eileen Dietrich v. Fasken Martineau DuMoulin LLP***  
**Court File No: 1401 00544**

A claim was filed against FMD on January 16, 2014. See claim attached.

Questioning is currently scheduled for Monday, April 13, 2015.

**Form 10**  
**[Rule 3.25]**

COURT FILE NUMBER      1401 - 00044

COURT                      Court of Queen's Bench of Alberta

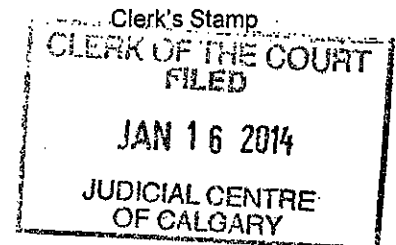
JUDICIAL CENTRE        Calgary

PLAINTIFFS              The Estate of Eileen Dietrich by the  
                                Personal Representatives of her  
                                Estate Dale A. Dietrich And Judith M.  
                                Gillespie, Dale A. Dietrich, The Estate  
                                of Roy E. Dietrich by the Personal  
                                Representative of his Estate Paula  
                                Dietrich, Judith M. Gillespie, Robert L.  
                                Dietrich, Alan K. Dietrich, Larry M.  
                                Dietrich, David L. Dietrich, Marianne  
                                E. Hornberger And Her Majesty The  
                                Queen In Right Of Alberta

DEFENDANTS             John Alexander Kotkas, Navdeep  
                                (Gulu) S. Punia, Fasken Martineau  
                                DuMoulin LLP, J. Alex Kotkas  
                                Professional Corporation, Navdeep  
                                (Gulu) Punia Professional  
                                Corporation and John Doe

DOCUMENT                **STATEMENT OF CLAIM**

ADDRESS FOR SERVICE   CUMING & GILLESPIE  
AND CONTACT             Lawyers  
INFORMATION OF        Suite 210, 140 - 10<sup>th</sup> Avenue SE  
PARTY FILING THIS      Calgary, Alberta T2G 0R1  
DOCUMENT                **Lawyer: James D. Cuming**  
                                **Email: James@cglaw.ca**  
                                Telephone: (403) 571-0555  
                                Facsimile: (403) 232-8818  
                                Solicitor's File No.: 12939 JDC



**NOTICE TO DEFENDANTS**

You are being sued. You are a Defendant.

Go to the end of this document to see what you can do and when you must do it.

**Statement of facts relied on:**

1. The Plaintiffs Dale A. Dietrich and Judith M. Gillespie are the Personal Representatives of the Estate of Eileen Dietrich (the "Estate"), and are both residents of the Province of Alberta.
2. The individual Plaintiffs, Dale A. Dietrich, Judith M. Gillespie, Robert L. Dietrich, Alan K. Dietrich, Larry M. Dietrich, David L. Dietrich, and Marianne E. Hornberger are children of the deceased, Eileen Dietrich and are individuals residing in the Province of Alberta. Roy E. Dietrich was also a child of the deceased, Eileen Dietrich, and was predeceased by Eileen Dietrich. A claim is brought on behalf of the Estate of Roy E. Dietrich by the Personal Representative of his Estate Paula Dietrich, who resides in the Province of Alberta. At times hereinafter, Dale A. Dietrich, Judith M. Gillespie, Robert L. Dietrich, Alan K. Dietrich, Larry M. Dietrich, David L. Dietrich, Marianne E. Hornberger, and the Estate of Roy E. Dietrich by the Personal Representative of his Estate Paula Dietrich, are collectively referred to as "Eileen's Children".
3. The Plaintiff, Her Majesty the Queen in Right of Alberta ("Her Majesty the Queen") is represented by the Director of Third Party Liability of Alberta Health, as appointed by the Minister of Health. At times, the Estate, Eileen's children and Her Majesty the Queen are collectively referred to as the "Plaintiffs".
4. The Defendants, John Alexander Kotkas ("Kotkas") and Navdeep (Gulu) S. Punia ("Punia") are Barristers and Solicitors practicing in the City of Calgary, in the Province of Alberta. At all material times, Kotkas and Punia held themselves out to be competent in the area of medical negligence litigation.
5. The Defendant, Fasken Martineau DuMoulin LLP ("Faskens") is a law firm carrying on business for the primary purpose of conducting legal practices governed by the *Legal Profession Act*, R.S.A. 2000, c.L-8, as amended. At all material times, Kotkas and Punia were employees or agents of Faskens and were acting within the scope of their duties. Faskens is vicariously liable for the negligence of Kotkas and Punia.
6. The Defendant, J. Alex Kotkas Professional Corporation ("Kotkas P.C.") is a registered corporation authorized to carry on business in the Province of Alberta. It is

and was, at all material times, through Kotkas P.C. that Kotkas carried on his law practice. Kotkas is the sole director and shareholder of Kotkas P.C.

7. The Defendant, Navdeep (Gulu) Punia Professional Corporation ("Punia P.C.") is a registered corporation authorized to carry on business in the Province of Alberta. It is and was, at all material times, through Punia P.C. that Punia carried on his law practice. Punia is the sole director and shareholder of Punia P.C.
8. The Defendant, John Doe, is a person, or persons, or body corporate whose identity is currently unknown to the Plaintiffs and who materially contributed to the Plaintiffs' injuries.
9. At times, Kotkas, Punia, Faskens, Kotkas P.C., Punia P.C. and John Doe are collectively referred to as the "Faskens Defendants".
10. On January 8, 2009, while a resident of the West Highlands Centre (the "Home"), Eileen Dietrich ("Eileen") was, by the error of the employees or agents of the Home, administered medications that were intended for another patient (the "Incident"). Eileen had low blood pressure, but as a result of the error, was administered an extremely high dose of medication intended to treat high blood pressure. Not only did the employees or agents of the Home administer incorrect and lethal medications to Eileen, but also failed to administer or arrange for urgent medical care once the mistake became known. The negligent conduct of the employees or agents of the Home immediately resulted in Eileen's blood pressure dropping drastically, and resulted in Eileen's subsequent death on January 17, 2009.
11. On or about February 16, 2009, Eileen's children retained the Faskens Defendants to represent their interests and the interests of Eileen's Estate arising out of the Incident.
12. On at least three occasions on or about June 15, 2010, September 7, 2010 and June 9, 2011, the Faskens Defendants were made aware that there was another potential liable party to the action – a contract agency that was working at the Home and had been involved in administering medications on the day of the Incident (the "Agency"). The Faskens Defendants did not take any steps to further investigate the involvement



of the Agency, nor did they include the Agency as a defendant in the Statement of Claim, filed January 7, 2011.

13. The defendants named in the Statement of Claim, filed January 7, 2011, include:

- (a) The Good Samaritan Society (A Lutheran Social Service Organization);
- (b) The Good Samaritan Society Dr. Gerald Zetter Care Centre Voluntary Association;
- (c) ABC Corporation;
- (d) D. Grosventureboy;
- (e) D. Gresluk;
- (f) Dora Castillo;
- (g) T. Wichers;
- (h) Jane Doe 1;
- (i) Jane Doe 2;
- (j) Jane Doe 3; and
- (k) John Doe,

and are hereinafter collectively referred to as the "Original Tortfeasor Defendants". The Agency, which was later identified as 487478 Alberta Ltd. operating as We Care Home Health Services, was added as a defendant in the Amended Statement of Claim, filed June 25, 2011.

14. Pursuant to the *Limitations Act*, R.S.A. 2000 c. L-12 and the *Alberta Rules of Court*, AR 124/2010, the Faskens Defendants were obligated to serve the filed Statement of Claim on all of the parties to the action prior to the 1 year anniversary of the date of filing, that date being January 7, 2012. The Faskens Defendants failed to effect proper service of the Statement of Claim on the Original Tortfeasor Defendants prior to January 7, 2012.
15. On or about June 9, 2011, the insurer for some or all of the Original Tortfeasor Defendants contacted the Faskens Defendants asking for a copy of the filed pleadings.
16. On or about June 9, 2011, the Faskens Defendants finally inquired as to the name of the Agency, and after obtaining same, gave notice to the Agency of the action and of their potential involvement as a defendant or third party.

17. On or about June 15, 2011, the Faskens Defendants filed an Amended Statement of Claim adding the Agency as a defendant to the action.
18. Pursuant to the *Limitations Act*, R.S.A. 2000 c. L-12 and the *Alberta Rules of Court*, AR 124/2010, the Faskens Defendants were obligated to:
  - (a) Serve on all parties to the action who had not previously been served with a copy of the original Statement of Claim, a filed copy of the Amended Statement of Claim prior to the 1 year anniversary of the date of the filing of the original Statement of Claim, that date being January 7, 2012; and
  - (b) Serve on all parties who had previously been served with a copy of the original Statement of Claim, a filed copy of the Amended Statement of Claim within 10 days of the date of filing the Amended Statement of Claim, that date being June 25, 2011.
19. The Faskens Defendants did properly serve the Amended Statement of Claim on the Agency, within the limitations set out in paragraph 18.
20. The Faskens Defendants failed to effect proper service of the Amended Statement of Claim on the Original Tortfeasor Defendants, prior to the applicable limitation dates, and as a result, the Plaintiffs' claims for injuries arising out of the Incident became statute barred as against those defendants.
21. The Plaintiffs were not made aware of the Faskens Defendants' failure to effect proper service of the Amended Statement of Claim on the Original Tortfeasor Defendants within the applicable limitation period, or the fact that the Plaintiffs' action had become statute barred against the Original Tortfeasor Defendants, until on or about February 20, 2013.
22. As a result of Eileen's injuries and death, the Estate and Eileen's children claimed loss and damages, the particulars of which include, *inter alia*:
  - (a) Bereavement damages for Eileen's children in the amount of \$45,000 each;

- (b) Expenses incurred for the care and well-being of Eileen between the time of injury and her death, including medical care and lost income while attending to her;
  - (c) Special damages, including travel and accommodation expenses incurred while visiting Eileen;
  - (d) Funeral expenses and associated out of pocket expenses; and
  - (e) Such further and other damages as shall be proven at the trial of this action.
23. Her Majesty the Queen claimed for the cost of health services provided to Eileen for the injuries suffered as a result of the Incident, pursuant to the *Crown's Right of Recovery Act*, S.A. 2009, c.C-35.
24. The Plaintiffs' ability to continue in their claim and obtain damages against the Original Tortfeasor Defendants was taken away from them as a result of the Faskens Defendants failure to effect proper service of either the Statement of Claim or Amended Statement of Claim on the Original Tortfeasor Defendants within the applicable limitation periods.
25. Further, the Plaintiffs' claims being extinguished as against the Original Tortfeasor Defendants was solely caused by the negligence of the Faskens Defendants, jointly and severally, particulars of which include *inter alia*:
- (a) Failing to properly serve the Statement of Claim and Amended Statement of Claim within the applicable limitation periods;
  - (b) Failing to promptly investigate and add all potential parties to the action upon being made aware of their alleged negligence and liability in the action;
  - (c) Failing to request adequate and timely evidence in furtherance of the Plaintiffs' claims;
  - (d) Failing to rely upon a limitations diarization system at all;
  - (c) Failing to properly protect the rights of the Plaintiffs;

- (d) Failing to act in good faith and in the best interests of the Plaintiffs, and in particular, breaching the fiduciary duty owed to the Plaintiffs;
- (e) Failing to act competently or to render competent services;
- (f) Failing to provide informed, independent and competent advice and to obtain and implement the Plaintiffs' proper instructions;
- (g) Failing to advance the Plaintiffs' cause resolutely and to the best of the Defendants' ability;
- (h) Failing to exercise the degree of care, skill and knowledge reasonably to be expected of a reasonably competent and diligent Barrister and Solicitor; and
- (i) Such further and other particulars as may be proven at the trial of this action.

26. As a result of the Faskens Defendants' negligence, the Estate and Eileen's Children claim from the Faskens Defendants:

- (a) Bereavement damages for Eileen's Children in the amount of \$45,000 each;
- (b) Expenses incurred for the care and well-being of Eileen between the time of injury and her death, including medical care and lost income while attending to her;
- (c) Special damages, including travel and accommodation expenses incurred while visiting Eileen;
- (d) Funeral expenses and associated out of pocket expenses; and
- (e) Such further and other damages as may be proven at the trial of this action.

27. As a result of the Faskens Defendants' negligence, Her Majesty the Queen claims from the Faskens Defendants:

- (a) The cost of health services provided to Eileen for the injuries suffered as a result of the Incident, pursuant to the *Crown's Right of Recovery Act*, S.A. 2009, c.C-35.

**Legislation Relied Upon:**

- 28. The Plaintiffs plead and rely on the *Survival of Actions Act*, R.S.A. 2000, c.S-27, the *Fatal Accidents Act*, R.S.A. 2000, c.F-8, the *Alberta Rules of Court*; the *Limitations Act*, R.S.A. 2000 c. L-12; the *Judgment Interest Act*, R.S.A. 2000 c. J-1; the *Tortfeasors Act*, R.S.A. 2000, c. T-5; the *Legal Profession Act*, R.S.A. 2000, c. L-8; and the *Partnerships Act*, R.S.A. 2000, c. P-3, the regulations thereunder and the amendments thereto.
- 29. The Plaintiffs plead and rely upon the provisions of the *Excise Tax Act*, R.S.C. 1985, c. E-14, Part IX and amendments thereto, in so far as Goods and Services Tax is payable in respect of the Plaintiffs' claims or costs.

**Trial Venue Proposed:**

- 30. The Plaintiffs state that the prosecution of this trial is most closely associated with a standard case.
- 31. The Plaintiffs propose that the trial of this action be held at the Court House in Calgary, Alberta, and advises that the trial of this matter should not exceed 25 days in duration.

**Remedy sought:**

- 32. The Plaintiffs, the Estate and Eileen's children, seek the following remedies against the Faskens Defendants:
  - (a) Bereavement damages in the amount of \$45,000 per child, totaling \$360,000;
  - (b) Special damages for expenses incurred in caring for Eileen, including medical expenses, travel and accommodation expenses and lost income in an amount to be proven at trial;

- (c) Damages for funeral expenses in an amount to be proven at trial;
  - (d) Prejudgment interest pursuant to the *Judgment Interest Act*;
  - (e) Costs of this action; and
  - (f) Such further and other relief as this Honourable court may deem allow.
33. The Plaintiff, Her Majesty the Queen, seeks the following remedies against the Faskens Defendants:
- (a) Judgment for damages for the cost of providing medical treatment and health care to Eileen in an amount to be proven at trial;
  - (b) Interest pursuant to the *Judgment Interest Act*;
  - (c) Costs of this action with full indemnity for all disbursements and G.S.T.; and
  - (d) Such further and other relief as this Honourable Court may deem allow.

## **NOTICE TO THE DEFENDANTS**

You only have a short time to do something to defend yourself against this claim:

20 days if you are served in Alberta

1 month if you are served outside Alberta but in Canada

2 months if you are served outside Canada.

You can respond by filing a Statement of Defence or a Demand for Notice in the office of the clerk of the Court of Queen's Bench at Calgary, Alberta, AND serving your Statement of Defence or a Demand for Notice on the Plaintiffs' address for service.

## **WARNING**

If you do not file and serve a Statement of Defence or a Demand for Notice within your time period, you risk losing the law suit automatically. If you do not file, or do not serve, or are late in doing either of these things, a Court may give a judgment to the Plaintiffs against you.