



Canadian Lawyers Liability Assurance Society

2025/2026 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):

2. Address of principal office:

Phone:

Fax:

3. Address, phone, and fax numbers of other office(s):

4. 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.

5. Since last year’s CLLAS application, has the name of the Firm been changed, or has any firm merged into the Firm?

☐ yes ☐ no

If “yes”, please attach details (including the number of lawyers merged into the Firm in each such situation).



6. Please confirm if the Management or service companies, date(s) established, and services provided are correctly listed under Appendix A.

☐ yes      ☐ no

If “no”, please provide an update.

7. Please confirm the list of the Firm’s predecessor firms resulting from mergers since July 1, 1987 is complete as outlined in Appendix A.

☐ yes      ☐ no

If “no”, please provide an 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 February 15<sup>th</sup>, 2025:

- 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 other employees (including paralegals).
- e) 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.



9. 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 last year's CLLAS application?

☐ yes      ☐ no

If "yes", please attach details.

10. 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	_____ %	_____	_____ %
b) Criminal Law	_____ %	_____	_____ %
c) Family Law	_____ %	_____	_____ %
d) Intellectual Property	_____ %	_____	_____ %
e) Labour Law	_____ %	_____	_____ %
f) Litigation	_____ %	_____	_____ %
g) Real Estate	_____ %	_____	_____ %
h) Securities Law	_____ %	_____	_____ %
i) Tax Matters	_____ %	_____	_____ %
j) Wills, Estates, Trust	_____ %	_____	_____ %
k) Other (please specify)	_____ %	_____	_____ %

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 and 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, 2024. 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. **Notices on this application are not considered proper notice of a claim.**

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 in excess of \$500,000.



Note: All claims or notices require the following details: 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).

14. Does the Firm wish to purchase CLLAS optional excess coverage? If so, please select desired options.

☐ \$60M xs \$160M

*(\$60M xs \$100M coverage is required to purchase this option)*

☐ CLLAS second umbrella coverage \$30M xs \$250M


*(\$60M xs \$160M coverage is required to purchase this option)*

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, with Appendix I, a copy of the Firm's 2025 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 and the Firm as respects this insurance)*

Date: \_\_\_\_\_

## **SCHEDULE A**

### **3. Addresses of Applicant's other offices:**

#### **Montreal:**

1501 avenue McGill College  
27e étage  
Montréal, Québec H3A 3N9

Tel: 514.841.6400  
Fax: 514.841.6499

#### **New York:**

900 Third Avenue  
24th Floor  
New York, NY 10022

Tel: 212.308.8866  
Fax: 212.308.0132

## **SCHEDULE B**

### **4. Management or Service Companies:**

DWB Services Limited Partnership (Toronto Service Company)  
DWPV Services Limited Partnership (Toronto Service Company)  
DWB Management Limited (Toronto Service Company)  
DWPV Management Limited (Toronto Service Company)  
Davies Ward & Beck Foundation (Toronto based charitable foundation)  
Davies Ward Phillips & Vineberg Foundation (Toronto based charitable foundation)  
DWB Management Services Inc. (General partner of DWB Services Limited Partnership)  
DWPV Management Services Inc. (General partner of DWPV Services Limited Partnership)  
GP&V Management Limited Partnership (Montreal Service Company)  
DWPV (Québec) Management L.P.  
Services GP&V Management Limited Partnership (Montreal Service Company)  
Services GP&V SEC (Montreal Service Company)  
Services DWPV (Québec) S.E.C.  
Société en Commandite Services GP&V (Montreal Service Company)  
GP&V Management Inc.  
DWPV (Québec) Management Inc.  
Gestion GP&V Inc. (General Partner of GP&V Management Limited Partnership)  
Gestion DWPV (Québec) Inc.  
P&V Management Ltd.  
Gestion P&V Ltée  
GP&V Foundation Inc. (Montreal based charitable foundation)  
DWPV (Québec) Fondation Inc.  
Foundation GP&V Inc. (Montreal based charitable foundation)  
Fondation DWPV (Québec) Inc.  
Obsjac Services Ltd.  
Services Obsjac Ltée  
Narbo Investment Corp. (nominee company used by Montreal office for certain confidential matters.

# APPENDIX A

## Management and Services Companies / Predecessor Firms

### Name of Firm

Davies Ward Phillips & Vineberg LLP

<u>Management Company or Service Company Name</u>	<u>Date Established</u>	<u>Services Provided</u>
DWB Services Limited Partnership		Toronto Service Company
DWPV Services Limited Partnership		Toronto Service Company
DWB Management Limited		Toronto Service Company
DWPV Management Limited		Toronto Service Company
Davies Ward & Beck Foundation		Toronto based charitable foundation
Davies Ward Phillips & Vineberg Foundation		Toronto based charitable foundation
DWB Management Services Inc.		General partner of DWB Services Limited Partnership
DWPV Management Services Inc.		General partner of DWPV Services Limited Partnership
GP&V Management Limited Partnership		Montreal Service Company
DWPV (Québec) Management L.P.		
Services GP&V Management Limited Partnership		Montreal Service Company
Services GP&V SEC		Montreal Service Company
Services DWPV (Québec) S.E.C.		
Société en Commandite Services GP&V		Montreal Service Company
GP&V Management Inc.		
DWPV (Québec) Management Inc.		
Gestion GP&V Inc.		General Partner of GP&V Management Limited Partnership
Gestion DWPV (Québec) Inc.		
P&V Management Ltd.		
Gestion P&V Ltée		
GP&V Foundation Inc.		Montreal based charitable foundation
DWPV (Québec) Fondation Inc.		
Foundation GP&V Inc.		Montreal based charitable foundation
Fondation DWPV (Québec) Inc.		
Obsjac Services Ltd.		
Services Obsjac Ltée		
Narbo Investment Corp.		Nominee company used by Montreal office for certain confidential matters

### Predecessor Firms

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.

[illegible]



# APPENDIX B

Active Members of the Firm as of February 15, 2025

Name of Firm  
Davies Ward Phillips & Vineberg LLP

Updated as of (Enter Date):  
February 15, 2025

	CANADA						OUTSIDE OF CANADA <sup>5</sup>				
	B.C.	Alberta	Ontario	Quebec	Nova Scotia	Other Provinces (Please specify, change heading)	U.S.	China	South Africa	Other Countries (Please specify, change heading)	Other Countries (Please specify, change heading)
a) No. of Lawyers <sup>/1</sup>			105	85			15				
b) No. of Patent & Trademark Agents <sup>/2</sup>			0	0			0				
c) No. of Non-lawyer Consultants <sup>/3</sup>			0	0			0				
d) No. of Other Employees (including paralegals)			242	172			11				
e) 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	28			0				

/1 Including partners, employed lawyers, counsels/of counsels and lawyer consultants.  
/2 These are not lawyers.  
/3 Please complete Appendix C if individuals are reported under this category.  
/4 Lawyers reported here should not be included under a).(See note at Question 8.f) of the application.)  
/5 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 thier 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 provide full particulars such as percentage of practice other than Law.

Lawyer Listing

Firmwide Listing as of February 15, 2025

Active Lawyers

Toronto Lawyer	Office	Practice Area	Year of Call	Year Joined Firm
Unit Partner				
Alexander, Anthony	Toronto	Litigation	1994	2015
Anderson, Christopher	Toronto	Taxation	2006	2006
Atkinson, Aaron	Toronto	Corporate & Securities	2001	2018
Banicevic, Anita	Toronto	Competition	2000	2000
Barry, Patrick	Toronto	Corporate & Securities	1993	1993
Basra, Sarbjit	Toronto	Corporate & Securities	1994	1992
Bodrug, John	Toronto	Competition	1987	1987
Buchner, William	Toronto	Corporate & Securities	2009	2009
Caines, Ian	Toronto	Taxation	2013	2022
Carlson, Andrew	Toronto	Litigation	2010	2010
Colden, Julie	Toronto	Taxation	1997	2019
Comeau, Gilles	Toronto	Corporate & Securities	2009	2007
Cseh, Chantelle	Toronto	Litigation	2011	2009
Cutler, Steven	Toronto	Corporate & Securities	2010	2015
Dinning, Jim	Toronto	Competition	2008	2006
Elharrar, Sarah	Toronto	Corporate & Securities	2016	2013
Ellis, Andrew	Toronto	Taxation	2013	2013
Forbes, Sandra	Toronto	Litigation	1992	1989
Ford, Sharon	Toronto	Taxation	2012	2016
Frankel, Steven	Toronto	Litigation	2010	2008
Fridman, Richard	Toronto	Corporate & Securities	2002	2002
Greenspoon, Kevin	Toronto	Corporate & Securities	2009	2006
Grossklaus, Jennifer	Toronto	Corporate & Securities	2002	2002
Hyman, Scott	Toronto	Corporate & Securities	1993	1999
Jamison, Brooke	Toronto	Corporate & Securities	2002	2001
Kearney, Elisa	Toronto	Competition	2004	2001
Kuretzky, Joshua	Toronto	Corporate & Securities	2006	2005
Littlejohn, Maureen	Toronto	Litigation	2009	2006
Lombardi, Gabriella	Toronto	Real Estate	1995	1993
MacParland, Natasha	Toronto	Restructing & Insolvency	1999	2005
Martin, Steven	Toronto	Real Estate	2001	1998
Martorelli, Peter	Toronto	Corporate & Securities	2012	2009
McAleese, Seann	Toronto	Pensions & Employment	2001	2021
Mercier, Vincent	Toronto	Corporate & Securities	1990	1988
Mielcarek, Pawel	Toronto	Real Estate	2011	2009
Milne-Smith, Matthew	Toronto	Litigation	2001	1998
Murphy, Robert	Toronto	Corporate & Securities	1999	1997
Olasker, Patricia	Toronto	Corporate & Securities	1979	1998
Osadchuk, Dale	Toronto	Corporate & Securities	2003	2000
O'Shea, James	Toronto	Corporate & Securities	2013	2021
Pearlman, Daniel	Toronto	Corporate & Securities	2012	2015
Pike, Alexandria	Toronto	Environmental	1995	2001
Pontone, Marc	Toronto	Corporate & Securities	2016	2013
Powell, Sarah	Toronto	Environmental	1993	1996
Prieto, Jennifer	Toronto	Corporate & Securities	2011	2009
Reiner, David	Toronto	Real Estate	2008	2006
Renner, Natalie	Toronto	Restructing & Insolvency	2008	2006
Ricci, Derek	Toronto	Litigation	2006	2004
Rizvi, Zain	Toronto	Corporate & Securities	2013	2011
Roth, Elie	Toronto	Taxation	2000	1997
Rubin, Ray	Toronto	Trusts and Estates	1992	2014
Rusaw, Cameron	Toronto	Corporate & Securities	1990	1988
Sarabia, Luis	Toronto	Litigation	1995	2002
Schwill, Robin	Toronto	Restructing & Insolvency	1996	2007
Scoler, Joel	Toronto	Corporate & Securities	1993	2014
Seifred, Brett	Toronto	Corporate & Securities	2002	2002
Sethi, Chanakya	Toronto	Litigation	2013	2022
Shishler, Melanie	Toronto	Corporate & Securities	1999	2001
Solinger, Jared	Toronto	Corporate & Securities	2012	2010
Sood, Bobby J.	Toronto	Tax Litigation	1997	2017
Southam, Gregory	Toronto	Real Estate	1998	1996
Spadaro, Anthony	Toronto	Corporate & Securities	2000	2007

Lawyer Listing

Firmwide Listing as of February 15, 2025

Active Lawyers

Stapley, Jason	Toronto	Real Estate	2013	2011
Thomas, Patrice	Toronto	Real Estate	2005	2005
Thomson, Kent	Toronto	Litigation	1984	2001
Tingley, Charles	Toronto	Competition	2002	2002
Ulmer, John	Toronto	Taxation	1980	1963
Upshall, Robin	Toronto	Corporate & Securities	2005	2003
Vesey, Derek	Toronto	Corporate & Securities	1998	1994
Williams, Nicholas	Toronto	Corporate & Securities	1989	2009
Wilson, David	Toronto	Corporate & Securities	1999	2006
			Role Total	71

Non-Unit Partner				
Armstrong, Neal	Toronto	Taxation	1984	1982
Berger, Stuart	Toronto	Corporate & Securities	2017	2017
Cohen, Shari	Toronto	Pensions & Employment	2016	2022
Crosbie, Ian	Toronto	Taxation	1988	1991
Dang, Sumeet	Toronto	Corporate & Securities	2010	2022
DiPonio, Joseph	Toronto	Corporate & Securities	2016	2020
Disney, Michael	Toronto	Corporate & Securities	1980	1963
Gao, Rui	Toronto	Litigation	2018	2016
Gotzeva, Ivana	Toronto	Pricing	2002	2001
Han, Sabina	Toronto	Taxation	2004	2021
Katz, Mark	Toronto	Competition	1989	1999
Koszegi, Melanie	Toronto	Executive Management & Admin	2001	2001
Lamarre, Paul	Toronto	Taxation	2003	2002
Li, Chenyang	Toronto	Litigation	2017	2015
Manji-Knight, Alysha	Toronto	Competition	2014	2013
Mihalik, Andrew	Toronto	Corporate & Securities	2017	2014
Milner, Stefanie	Toronto	Real Estate	2016	2016
Perry, Christine	Toronto	Trusts and Estates	2002	2025
Peterson, Daniel	Toronto	Real Estate	2013	2011
Ruby, Stephen S.	Toronto	Taxation	1973	2001
Sherman, Matthew	Toronto	Corporate & Securities	2018	2016
Sibai, Ghaith	Toronto	Corporate & Securities	2017	2015
Spence, Kristine	Toronto	Litigation	2014	2017
White, David	Toronto	Corporate & Securities	2000	2000
Willard, Steven	Toronto	Real Estate	1999	2016
Yau, Jacob	Toronto	Taxation	2016	2024
			Role Total	26

Associate				
Aujla, Puneet	Toronto	Corporate & Securities	2023	2021
Auvinen, Matthew	Toronto	Corporate & Securities	2023	2021
Aziz, John	Toronto	Corporate & Securities	2021	2021
Bahous, Diana	Toronto	Corporate & Securities	2020	2018
Bakri, Mo	Toronto	Corporate & Securities	2024	2021
Balas, Claire	Toronto	Taxation	2024	2022
Barabash, Robyn	Toronto	Environmental	2020	2020
Barnes, Alexander	Toronto	Litigation	2024	2021
Bimbaum, Adam	Toronto	Corporate & Securities	2019	2019
Brazzell, Katrina	Toronto	Real Estate	2019	2019
Burman, Natasha	Toronto	Corporate & Securities	2024	2022
Burstein, Kayla	Toronto	Litigation	2021	2023
Capparelli, Paul	Toronto	Real Estate	2022	2022
Cartoon, Jessie	Toronto	Pensions & Employment	2024	2023
Citter, April	Toronto	Corporate & Securities	2023	2021
Cockburn, Adam	Toronto	Corporate & Securities	2024	2022
Dalby, Stephen	Toronto	Corporate & Securities	2018	2019
Farovitch, Jonas	Toronto	Corporate & Securities	2019	2023
Franklin, Jack	Toronto	Corporate & Securities	2021	2019
Fynney, Cameron	Toronto	Pensions & Employment	2021	2024
Green, Zachary	Toronto	Real Estate	2022	2022
Han, Emily	Toronto	Corporate & Securities	2024	2021
Hasegawa, Connor	Toronto	Taxation	2024	2022

Lawyer Listing

Firmwide Listing as of February 15, 2025

Active Lawyers

He, Xiaoting	Toronto	Corporate & Securities	2022	2021
Hershenfeld, Zach	Toronto	Corporate & Securities	2020	2021
Higuera, Juan	Toronto	Taxation	2023	2021
Howe, Matthew	Toronto	Litigation	2017	2024
Huggins, Yevgeniya	Toronto	Corporate & Securities	2023	2021
Joblonkay, Darren	Toronto	Taxation	2021	2022
Kelly, Jakob	Toronto	Litigation	2024	2023
Khandelwal, Umang	Toronto	Competition	2020	2023
King, Jamieson	Toronto	Corporate & Securities	2023	2021
Kirsh, Trevor	Toronto	Corporate & Securities	2015	2021
Li, Victoria	Toronto	Corporate & Securities	2022	2019
Machum, Henry	Toronto	Litigation	2021	2021
Maly, Alex	Toronto	Corporate & Securities	2022	2020
McMaster, Alisa	Toronto	Litigation	2019	2017
Monahan, Sean	Toronto	Restructing & Insolvency	2023	2025
Naqvi, Zahra	Toronto	Corporate & Securities	2021	2019
Nicholls, Robert	Toronto	Corporate & Securities	2018	2019
Obiago, Ifechukwude	Toronto	Corporate & Securities	2023	2021
Orr, Brandon	Toronto	Corporate & Securities	2023	2021
Park, Rachel	Toronto	Corporate & Securities	2021	2018
Pechersky, Dajena	Toronto	Competition	2018	2015
Podder, Srobona	Toronto	Corporate & Securities	2023	2021
Qureshi, Hafsah	Toronto	Corporate & Securities	2022	2020
Rulli, Luigi	Toronto	Corporate & Securities	2021	2021
Stephanian, Jason	Toronto	Corporate & Securities	2024	2022
Stern, Bailey	Toronto	Corporate & Securities	2024	2023
Stevenson, Teraleigh	Toronto	Competition	2021	2019
Sud, Josh	Toronto	Corporate & Securities	2024	2022
Taschereau, Mathieu	Toronto	Corporate & Securities	2019	2016
Tsai, Vanessa	Toronto	Real Estate	2019	2024
Visvanatha, Anisha	Toronto	Litigation	2018	2024
Wegener, Constantin	Toronto	Corporate & Securities	2020	2024
Wolfe, Ryan	Toronto	Taxation	2019	2017
Yau, Bryan	Toronto	Corporate & Securities	2024	2022
Young, Dylan	Toronto	Litigation	2024	2022
Role Total			58	

Support Lawyer

Menezes, Jonathan	Toronto	Corporate & Securities	2024	2024
Role Total			1	

Counsel/Affiliated

Ben-Ishai, Stephanie	Toronto	Restructing & Insolvency	2002	2010
Curran, Adam	Toronto	Corporate & Securities	2015	2015
Hancas, Ioana	Toronto	Real Estate	2011	2011
Lalande, Michael	Toronto	eDiscovery & Digital Evidence Services	2013	2023
Mavi, Harmanjit	Toronto	Trusts and Estates	2013	2023
McCamus, John	Toronto	Corporate & Securities	1973	2000
McKee, Hugh	Toronto	Corporate & Securities	2009	2023
Puri, Poonam	Toronto	Corporate & Securities	1999	2014
Silver, Zachary	Toronto	Environmental	2013	2018
Turner, Geoffrey	Toronto	Taxation	1993	1993
Role Total			10	

Grand Total			166	
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Lawyer Listing

Firmwide Listing as of February 15, 2025

Active Lawyers

Montréal Lawyer	Office	Practice Area	Year of Call	Year Joined Firm
Unit Partner				
Altman, Jordan	Montréal	Corporate & Securities	2015	2023
Arquin, Anthony	Montréal	Real Estate	2006	2005
Beauregard, Elise	Montréal	Corporate & Securities	2009	2006
Bellemare, Marie-Claude	Montréal	Environmental	2001	2017
Benhamou, Elias	Montréal	Real Estate	1989	1988
Bloom, Brian	Montréal	Taxation	1992	2000
Boutin, Marc-André	Montréal	Litigation	1998	1996
Brock, William	Montréal	Litigation	1979	1978
Bussièrès, Hélène	Montréal	Pensions & Employment	1993	2022
Desilets, Olivier	Montréal	Corporate & Securities	1998	2001
Dompierre, Marie-France	Montréal	Tax Litigation	2010	2021
Du Pont, Guy	Montréal	Tax Litigation	1976	1989
Dupuis, Andrea	Montréal	Corporate & Securities	2014	2012
Ferland, Denis	Montréal	Restructing & Insolvency	1984	1996
Gaudreau-Duval, Marc-André	Montréal	Taxation	2013	2017
Gélinas, Michel	Montréal	Corporate & Securities	1992	2018
Girard, Julie	Montréal	Litigation	2005	2016
Goldman, Shayna	Montréal	Corporate & Securities	2015	2013
Greenstone, Elliot	Montréal	Corporate & Securities	2003	2005
Groleau, Jean-Philippe	Montréal	Litigation	2004	2001
Jarjour, Joseph	Montréal	Real Estate	1999	1998
Johnson, Philippe	Montréal	Corporate & Securities	1999	1997
Kandev, Michael	Montréal	Taxation	2002	2000
Khazam, Olivia	Montréal	Taxation	2015	2013
Kujavsky, Brian	Montréal	Corporate & Securities	2004	2001
Lachance, Christian	Montréal	Restructing & Insolvency	2005	2002
Lalani, Faiz	Montréal	Litigation	2015	2017
Lavery Lepage, Gabriel	Montréal	Restructing & Insolvency	2011	2008
Le Bihan, Antoine	Montréal	Corporate & Securities	2012	2018
Morin, Nicolas	Montréal	Corporate & Securities	2005	2014
Moubayed, Léon	Montréal	Litigation	2010	2007
Nadeau, Mylène	Montréal	Real Estate	2010	2007
Omer, Corey	Montréal	Litigation	2013	2021
O'Neill, Louis-Martin	Montréal	Litigation	1999	1997
Pollack, George	Montréal	Litigation	1981	2002
Robichaud, Élisabeth	Montréal	Tax Litigation	2011	2017
Rodrigo, Nick	Montréal	Litigation	1999	1996
Rosen, Hillel	Montréal	Corporate & Securities	1988	1984
Roy, Sébastien	Montréal	Corporate & Securities	2003	2001
Rudick, Rhonda	Montréal	Taxation	1997	1995
Ruf, Franziska	Montréal	Corporate & Securities	1987	2009
Samson, Sylvie	Montréal	Real Estate	2014	2001
Simard, Florence	Montréal	Real Estate	2011	2008
Theriault, Sebastien	Montréal	Real Estate	1997	1996
Vaillancourt, Marie-Emmanuelle	Montréal	Taxation	1999	2006
Vineberg, Justin	Montréal	Corporate & Securities	1998	1996
Wolfensohn, Dan	Montréal	Corporate & Securities	2003	2007
			Role Total	47

Non-Unit Partner				
Bouchard, Lucien	Montréal	Litigation	1964	2001
Bourret, Anne-Frédérique	Montréal	Environmental	2005	2024
Charlebois, Guillaume	Montréal	Litigation	2018	2014
Detiere, Laurence	Montréal	General Counsel and Risk Management	1998	1996
Hendy, Matthew	Montréal	Corporate & Securities	2011	2024
Jarvie, Alexander Max	Montréal	IT / Privacy	2015	2022
Kudhail, Taj	Montréal	Taxation	2015	2021
Mendell, Peter	Montréal	Corporate & Securities	1969	1969
Pasternyk, Stephanie	Montréal	Pensions & Employment	2014	2024

Lawyer Listing

Firmwide Listing as of February 15, 2025

Active Lawyers

Patry, Louise	Montréal	Pensions & Employment	1981	1986
Pendenza, Vanessa	Montréal	Corporate & Securities	2015	2013
Pignoly, Agnès	Montréal	Real Estate	2013	2017
Rosenberg, William	Montréal	Corporate & Securities	1989	2017
Villeneuve, Anne-Sophie	Montréal	Tax Litigation	2016	2014
Vineberg, Robert	Montréal	Corporate & Securities	1968	1967
Role Total			15	

Associate				
Abitbol, Noah	Montréal	Corporate & Securities	2023	2021
Allard, Marc Pietro	Montréal	Taxation	2021	2021
Beaupré, Pauline	Montréal	Litigation	2022	2021
Belley-McKinnon, Alexandra	Montréal	Litigation	2018	2023
Boulianne Gobeil, Gabriel	Montréal	Corporate & Securities	2022	2024
Boutrouille, Léa	Montréal	Litigation	2020	2024
Brun, Ryan	Montréal	Corporate & Securities	2022	2022
Casasnovas, Hugo	Montréal	Corporate & Securities	2016	2022
Cauvier, Jérôme D.	Montréal	Corporate & Securities	2022	2022
Cheaib, Sammy	Montréal	Taxation	2019	2016
Cowan, Jamie	Montréal	Corporate & Securities	2024	2022
Desmarais, Kassandra	Montréal	Corporate & Securities	2023	2025
Di Piano, Nicholas	Montréal	Corporate & Securities	2021	2024
Doyon, Amélie	Montréal	Corporate & Securities	2019	2019
Dutrisac, Antoine	Montréal	Litigation	2024	2021
Godin, Jonathan	Montréal	Real Estate	2019	2017
Hamel-Genest, Simon	Montréal	Litigation	2024	2023
Hurry, Aliosha	Montréal	Litigation	2024	2022
Jarvis, Benjamin	Montréal	Restructing & Insolvency	2021	2022
Jolicoeur, Laurence	Montréal	Pensions & Employment	2020	2022
Khouah, Jordana	Montréal	Corporate & Securities	2023	2021
Koper, Natalia S.	Montréal	Litigation	2022	2021
Lieberman, Jeremy	Montréal	Litigation	2022	2022
Lugassy, Melissa	Montréal	Corporate & Securities	2023	2022
Ménard, Caroline	Montréal	Real Estate	2021	2021
Morin, Julien	Montréal	Litigation	2024	2022
Mustansir, Mehlka	Montréal	Corporate & Securities	2023	2022
Nakis, Mark-Anthony	Montréal	Pensions & Employment	2020	2022
Ngo, Kimvy	Montréal	Corporate & Securities	2021	2021
Noiseux, Éloïse	Montréal	Litigation	2019	2021
Parent-Harvey, Caroline	Montréal	Corporate & Securities	2021	2021
Plomteux, Xavier	Montréal	Taxation	2023	2022
Primeau, Cédric	Montréal	Taxation	2022	2023
Robertson, Caroline E.	Montréal	Corporate & Securities	2022	2021
Rodier-Dumais, William	Montréal	Restructing & Insolvency	2019	2024
Rodriguez Barajas, Sergio	Montréal	Corporate & Securities	2023	2022
St-Jean, Samuel	Montréal	Litigation	2017	2023
Teolis, Luca	Montréal	Tax Litigation	2020	2022
Toledano, Hannah	Montréal	Litigation	2017	2015
Trudeau, Valérie	Montréal	Corporate & Securities	2016	2024
White, Eric	Montréal	Taxation	2023	2022
Wiseman, Bradley	Montréal	Litigation	2021	2024
Yoffe, Arianna	Montréal	Pensions & Employment	2020	2020
Role Total			43	

Counsel/Affiliated				
Cherney, Richard	Montréal	Corporate & Securities	1985	1985
Fish, Morris	Montréal	Litigation	1964	2014
Guilbault, Louis	Montréal	Knowledge Management	2018	2023
Latreille, Marie Andrée	Montréal	Corporate & Securities	1983	1988
Minzberg, Samuel	Montréal	Taxation	1975	2003
Lemieux, Joseph-Anael	Montréal	Litigation	2017	2015

Lawyer Listing

Firmwide Listing as of February 15, 2025

Active Lawyers

Role Total				6
Translation Lawyer				
Brathwaite, Brigitte	Montréal	Translation	1995	2001
Proulx, Nathalie	Montréal	Translation	2004	2008
Trudeau, Geneviève	Montréal	Translation	1996	2017
Role Total				3
Grand Total				114

Lawyer Listing

Firmwide Listing as of February 15, 2025

Active Lawyers

New York Lawyer	Office	Practice Area	Year of Call	Year Joined Firm
Unit Partner				
Glicklich, Peter	New York	Taxation	1982	2003
Lee, Jennifer	New York	Taxation	2011	2021
Levin, Steven	New York	Corporate & Securities	1978	1984
Nadler, Jeffrey	New York	Corporate & Securities	1995	2010
Servatka, Nir	New York	Corporate & Securities	2009	2012
Watkins, Paul	New York	Corporate & Securities	2009	2008
Zelinger, Chaim	New York	Real Estate	2005	2014
			Role Total	7

Non-Unit Partner				
Berger, Marc	New York	Corporate & Securities	1995	1996
Larose-Jodoin, Charles	New York	Corporate & Securities	2018	2021
Rhein, Jonathan	New York	Taxation	2014	2022
			Role Total	3

Associate				
Caselli Maldonado, Giulia	New York	Corporate & Securities	2020	2023
Cortes Rivero, Zaira	New York	Taxation	2023	2023
Driver, Eric	New York	Corporate & Securities	2024	2024
Hand, Thomas	New York	Real Estate	2017	2021
Horne, Colton	New York	Corporate & Securities	2024	2024
			Role Total	5

			Grand Total	15
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Professional Corporations - Toronto

Listing as of February 15, 2025

Lawyer Name	Professional Corporation Name
Alexander, Anthony	Anthony M.C. Alexander Professional Corporation
Anderson, Christopher	Christopher Allan Anderson Professional Corporation
Atkinson, Aaron	Aaron Atkinson Professional Corporation
Banicevic, Anita	Anita Banicevic Professional Corporation
Barry, Patrick	Patrick G. Barry Professional Corporation
Basra, Sarbjit	S.S. Basra Professional Corporation
Berger, Stuart	Stuart Newton Berger Professional Corporation
Bodrug, John	John D. Bodrug Professional Corporation
Buchner, William	William E. Buchner Professional Corporation
Carlson, Andrew	Andrew Carlson Professional Corporation
Caines, Ian	Ian Caines Professional Corporation
Cseh, Chantelle	Chantelle Cseh Professional Corporation
Comeau, Gilles	Gilles R. Comeau Professional Corporation
Cutler, Steven	SJ Cutler Professional Corporation
Dinning, James	James Dinning Professional Corporation
Ellis, Andrew	Andrew Thomas Ellis Professional Corporation
Forbes, Sandra	Sandra A. Forbes Professional Corporation
Ford, Sharon	Sharon R. Ford Professional Corporation
Frankel, Steven	Steven G. Frankel Professional Corporation
Goldlist, Gerold	Gerold Goldlist Professional Corporation
Greenspoon, Kevin	Kevin Greenspoon Professional Corporation
Grossklaus, Jennifer	Jennifer Grossklaus Professional Corporation
Han, Sabina	Sabina Han Professional Corporation
Howard, Gregory	Gregory J. Howard Professional Corporation
Hyman, Scott	Scott R. Hyman Professional Corporation
Jamison, Brooke	Brooke Jamison Professional Corporation
Kearney, Elisa	Elisa K Kearney Professional Corporation
Kuretzky, Joshua	Joshua H. Kuretzky Professional Corporation
Lamarre, Paul	Paul A. Lamarre Professional Corporation
Littlejohn, Maureen	Maureen Littlejohn Professional Corporation
Lombardi, Gabriela	Gabriella Lombardi Professional Corporation
Mihalik, Andrew	Andrew Mihalik Professional Corporation
Martorelli, Peter	Peter Martorelli Professional Corporation
McAleese, Seann	Seann D. McAleese Professional Corporation
Mercier, Vincent	Vincent A. Mercier Professional Corporation
Mielcarek, Pawel	Paul Mielcarek Professional Corporation
Olasker, Patricia	Patricia Olasker Professional Corporation
Peterson, Daniel	Daniel Timothy Peterson Professional Corporation
Renner, Natalie	Natalie Renner Professional Corporation
Reiner, David	David G. Reiner Professional Corporation
Ricci, Derek	Derek Ricci Professional Corporation
Rizvi, Zain	Zain Rizvi Professional Corporation
Roth, Elie	E.S. Roth Professional Corporation
Rubin, Ray	Ray Rubin Professional Corporation
Ruby, Stephen	S.S. Ruby Professional Corporation
Rusaw, Cameron	Cameron Rusaw Professional Corporation
Scoler, Joel	JM Scoler Professional Corporation
Seifred, Brett	Brett A. Seifred Professional Corporation
Shishler, Melanie	Melanie Shishler Professional Corporation
Sood, Bobby	Jitendra K. Sood Professional Corporation
Southam, Gregory	Gregory G. Southam Professional Corporation
Spadaro, Anthony	Anthony Spadaro Professional Corporation
Stapley, Jason	Jason Stapley Professional Corporation
Thomson, Kent	Kent E. Thomson Professional Corporation
Ulmer, John	John M. Ulmer Professional Corporation
Upshall, Robin	Robin R Upshall Professional Corporation
Vesey, Derek	Derek Vesey Professional Corporation
Willard, Steven	Steven Willard Professional Corporation
Williams, Nicholas	Nicholas C. Williams Professional Corporation
Wilson, David	David T.H. Wilson Professional Corporation
Youdan, Timothy	Timothy Youdan Professional Corporation

Toronto Total: 61

Professional Corporations - Montreal

Listing as of February 15, 2025

Lawyer Name	Professional Corporation Name
Shayna Goldman	Shayna Goldman Professional Corporation Inc.
Sébastien Roy	Sébastien Roy Professional Corporation Inc.
Elise Beauregard	Elise Beauregard Professional Corporation Inc.
Michel Gélinas	Michel Gélinas Professional Corporation Inc.
Joseph Jarjour	Joseph Jarjour Professional Corporation Inc.
Gabriel Lavery Lepage	Gabriel Lavery Lepage Professional Corporation Inc.
Sylvie Samson	Sylvie Samson Professional Corporation Inc.
Anthony Arquin	Anthony Arquin Professional Corporation Inc.
Olivier Désilets	Olivier Désilets Professional Corporation Inc.
Michael N. KandeV	Michael N. KandeV Professional Corporation Inc.
Christian Lachance	Christian Lachance Professional Corporation Inc.
Marc André Gaudreau Duval	MA Gaudreau Duval Professional Corporation Inc.
Louis-Martin O'Neill	Louis-Martin O'Neill Professional Corporation Inc.
Elliot A. Greenstone	Elliot A. Greenstone Professional Corporation Inc.
Léon Moubayed	Léon Moubayed Professional Corporation Inc.
Marie-Emmanuelle Vaillancourt	Marie-Emmanuelle Vaillancourt Professional Corporation Inc.
Justin D. Vineberg	Justin D. Vineberg Professional Corporation Inc.
Dan Wolfensohn	Dan Wolfensohn Professional Corporation Inc.
Brian Kujavsky	Brian Kujavsky Professional Corporation Inc.
George J. Pollack	George J. Pollack Professional Corporation Inc.
Sébastien Thériault	Sébastien Thériault Professional Corporation Inc.
Louise Patry	Louise Patry Professional Corporation Inc..
Guy Du Pont	Guy Du Pont Professional Corporation Inc.
Hillel W. Rosen	Hillel W. Rosen Professional Corporation Inc.
Rhonda Rudick	Rhonda Rudick Professional Corporation Inc.
Franziska J. Ruf	Franziska J. Ruf Professional Corporation Inc.
William Brock	William Brock Professional Corporation Inc.
Richard D. Cherney	Richard D. Cherney Professional Corporation Inc.

Montreal Total: 28

## APPENDIX C

Active Non-Lawyer Consultants Of The Firm As Of February 15, 2025  
(Excluding Patent & Trademark Agents)

**Name of Firm**  
Davies Ward Phillips & Vineberg LLP

Updated as of (Enter Date):  
February 15, 2025

SECTION A

[illegible]

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

/2 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 February 15, 2025  
(Excluding Patent & Trademark Agents)

Name of Firm  
Davies Ward Phillips & Vineberg LLP

Updated as of (Enter Date):  
February 15, 2025

**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:	
Limit (Per Claim):	
Limit (Aggregate):	

Type of Exposure:	
Insurance Carrier:	
Policy Number:	
Period of Insurance:	
Retroactive Date:	
Limit (Per Claim):	
Limit (Aggregate):	

## APPENDIX D

## "Associated Firms" and "Umbrella Firms"

Name of Firm

Davies Ward Phillips & Vineberg LLP

[illegible]

# APPENDIX E

## Professional Services Provided Relating to Non-Canadian Law & Professional Services Provided In the U.S. & Outside of Canada

**Name of Firm**

Davies Ward Phillips & Vineberg LLP

**Updated as of (Enter Date):**

February 15, 2025

**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	Province the Canadian Lawyer is based out of	Location of Office (Non-Canadian)	% 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	Province the Canadian Lawyer is based out of	Location of Office (Non-Canadian)	% of Docketed Time in the U.S. Office
N/A		U.S.	
		U.S.	
		U.S.	
		U.S.	
		U.S.	
		U.S.	
		U.S.	

For lawyers practicing both Canadian and Non-Canadian Law, please provide a split between Canadian and Non-Canadian. Note that in cases where a split is not available, a 50% 50% split will be assumed.

**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.

Name of Lawyer	Location of Office (Country Only)	# of Lawyers Practice 100% Canadian Law	# of Lawyers Practice 100% Non-Canadian Law	# of Lawyers Practice both Canadian & Non-Canadian Law	Canadian (%)	Non- Canadian (%)	Total (100%)
	United States of America		15				0%
							0%
							0%
							0%
							0%
							0%
							0%

**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.

# APPENDIX E

## Professional Services Provided Relating to Non-Canadian Law & Professional Services Provided In the U.S. & Outside of Canada

**Name of Firm**

Davies Ward Phillips & Vineberg LLP

**Updated as of (Enter Date):**

February 15, 2025

Type of Exposure:	Professional Liability Insurance
Insurance Carrier:	Please see attached
Policy Number:	592420426
Period of Insurance:	July 1, 2024 to July 1, 2025
Retroactive Date:	
Limit (Per Claim):	US\$30,000,000
Limit (Aggregate):	US\$30,000,000
Type of Exposure:	
Insurance Carrier:	
Policy Number:	
Period of Insurance:	
Retroactive Date:	
Limit (Per Claim):	
Limit (Aggregate):	
Type of Exposure:	
Insurance Carrier:	
Policy Number:	
Period of Insurance:	
Retroactive Date:	
Limit (Per Claim):	
Limit (Aggregate):	
Type of Exposure:	
Insurance Carrier:	
Policy Number:	
Period of Insurance:	
Retroactive Date:	
Limit (Per Claim):	
Limit (Aggregate):	



## LARGE LAWYERS DECLARATIONS

Policy Number: 592420426

**NOTICE: THIS IS A CLAIMS MADE POLICY, WHICH APPLIES ONLY TO "CLAIMS" FIRST MADE DURING THE "POLICY PERIOD," OR ANY EXTENDED REPORTING PERIOD. THE LIMIT OF LIABILITY TO PAY DAMAGES OR SETTLEMENTS WILL BE REDUCED AND MAY BE EXHAUSTED BY "DEFENSE COSTS," AND "DEFENSE COSTS" WILL BE APPLIED AGAINST THE RETENTION AMOUNT. IN NO EVENT WILL THE COMPANY BE LIABLE FOR "DEFENSE COSTS" OR THE AMOUNT OF ANY JUDGMENT OR SETTLEMENT IN EXCESS OF THE APPLICABLE LIMIT OF LIABILITY. THE COVERAGE AFFORDED UNDER THIS POLICY DIFFERS IN SOME RESPECTS FROM THAT AFFORDED UNDER OTHER POLICIES. READ THE ENTIRE POLICY CAREFULLY.**

- ITEM 1. **FIRM AND PRINCIPAL ADDRESS:**  
Davies Ward Phillips & Vineberg LLP (a New York Partnership)  
900 Third Avenue, 24th Floor  
New York, NY 10022
- ITEM 2. **PREDECESSOR FIRM(S):** N/A
- ITEM 3. **POLICY PERIOD:**  
(A) Inception Date: July 1, 2024  
(B) Expiration Date: July 1, 2025 At 12:01 a.m. both dates at the Address in ITEM 1.
- ITEM 4. **LIMITS OF LIABILITY** (inclusive of **Defense Costs**):  
(A) US \$30,000,000 maximum limit of liability each **Claim**  
(B) US \$30,000,000 maximum aggregate limit of liability under this Policy for all **Claims**.
- ITEM 5. **RETENTION AMOUNT:** US \$350,000 per claim for U.S. work
- ITEM 6. **EXTENDED REPORTING PERIOD:**  
(A) Additional Period (B) Additional Premium  
1 Year 150% of Annual Premium  
2 Year 225% of Annual Premium  
3 Year 300% of Annual Premium
- ITEM 7. **PENDING OR PRIOR DATE:** July 1, 2007 at 12:01 a.m. at the Address in ITEM 1.
- ITEM 8. **PREMIUM:** \$263,000
- ITEM 9. **INSURERS and PARTICIPATIONS**

Columbia Casualty Company:	20.00% of 100.00% of the LIMIT and PREMIUM
National Fire & Marine Ins. Co:	20.00% of 100.00% of the LIMIT and PREMIUM
Indian Harbor Insurance Company:	16.50% of 100.00% of the LIMIT and PREMIUM
Aspen Specialty Insurance Company:	16.50% of 100.00% of the LIMIT and PREMIUM
Certain Underwriters at Lloyds:	17.00% of 100.00% of the LIMIT and PREMIUM
Evanston Ins. Co:	10.00% of 100.00% of the LIMIT and PREMIUM



These Declarations, the completed signed Application and this Policy with Endorsements shall constitute the contract between the Insured and Columbia Casualty Company (the "Company"). In witness whereof, the Company issuing this Policy has caused this Policy to be signed by its authorized officers, but it shall not be valid unless also signed by a duly authorized representative of the Company.

07/26/2024

Date

A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke.

Authorized Representative of  
Columbia Casualty Company





## LARGE LAWYERS PROFESSIONAL LIABILITY POLICY

In consideration of payment of the premium and subject to the Declarations, limitations, conditions, provisions and other terms of this Policy, the Company and the **Insured** agree as follows:

### I. **INSURING CLAUSE**

The Company shall pay **Loss** on behalf of an **Insured** on account of any **Claim** first made against such **Insured** or **Potential Claim** arising during the **Policy Period** or, if exercised, during the Extended Reporting Period, for a **Wrongful Act** committed by the **Insured** before or during the **Policy Period**.

### II. **DEFINITIONS**

**Application** means all signed applications, including attachments and other materials submitted therewith or referenced or incorporated therein, submitted by or on behalf of the **Insured** to the Company for this Policy or for any policy of which this Policy is a direct or indirect renewal or replacement. All such applications, attachments and materials are deemed attached to, incorporated into and made a part of this Policy.

The term "attorney" shall be read to include "attorney, barrister, solicitor, lawyer or the equivalent in any applicable jurisdiction".

**Claim** means:

- (1) any of the following:
  - (a) a written demand or written request for monetary damages or non-monetary relief;
  - (b) a written demand or arbitration;
  - (c) a civil proceeding commenced by the service of a complaint or similar pleading; or
  - (d) a formal civil administrative or civil regulatory proceeding (including a disciplinary or grievance proceeding before a court or bar association) commenced by the filing of a notice of charges or similar document or by the entry of a formal order of investigation or similar document,against an **Insured** for a **Wrongful Act**, including any appeal therefrom; or
- (2) a written request received by an **Insured** to toll or waive a statute of limitations relating to a potential **Claim** described in paragraph (1) above.

Except as may otherwise be provided in Section X Reporting, a **Claim** will be deemed to have been first made when such **Claim** is commenced as set forth in this definition (or, in the case of a written demand or written request, including but not limited to a demand for arbitration, when such demand or request is first received by an **Insured**).

**Confidential Information** means proprietary or **confidential information** not in the public domain, including trade secrets, that came into the care, custody or control of the **Insured** in the course of the **Insured** rendering **Professional Services**.

**Controlled Enterprise** means any business enterprise (other than an **Insured** or a business enterprise in which the ownership, control, operation or management by the **Insured** is exclusively in a fiduciary capacity as an



## **LARGE LAWYERS PROFESSIONAL LIABILITY POLICY**

administrator, conservator, executor, trustee, guardian, receiver or committee or in any similar fiduciary capacity incidental to the practice of law by an **Insured**) if at the time the **Wrongful Act** occurs:

- (1) such business enterprise is a publicly traded entity and five percent (5%) or more of its issued and outstanding securities or voting rights to elect or appoint a board of directors or an equivalent governing body is owned or controlled, individually or collectively, by the **Firm** or by one or more **Insured Persons**;
- (2) such business enterprise is not a publicly traded entity and twenty-five percent (25%) or more of the legal and/or equitable ownership of such enterprise is owned or controlled, individually or collectively, by the **Firm** or by one or more **Insured Persons**; or
- (3) such business enterprise is controlled, operated or managed by the **Firm** or by one or more **Insured Persons**.

**Defense Costs** mean that part of **Loss** consisting of reasonable costs, charges, fees (including attorneys' fees and experts' fees) and expenses (other than regular or overtime wages, salaries, fees, overhead or benefits) of any **Insured** incurred in defending any **Claim** or **Potential Claim** and the premium for appeal, attachment or similar bonds; provided that the Company will have no obligation to procure or provide any bonds.

**Domestic Partner** means any natural person qualifying as a domestic partner under the provisions or any applicable law or under the provisions of any formal program established by the **Firm**.

**Financial Impairment** means the status of a **Firm** resulting from:

- (1) the appointment by any government official, agency or court of any receiver, conservator, liquidator, trustee, rehabilitator or similar official to take control of, supervise, manage or liquidate the **Firm**; or
- (2) the **Firm** becoming a debtor in possession under the United States bankruptcy law or the equivalent of a debtor in possession under the law of any other country.

**Firm** means (the organization) engaged in the practice of law under the name(s) set forth in ITEM 1 of the Declarations, whether as a partnership, professional corporation or association, limited liability partnership, limited liability company or otherwise, and any predecessor firm(s) designated in ITEM 2 of the Declarations.

**Foreign Legal Consultant** means any natural person who is a lawyer who is accredited and licensed to practice in a foreign jurisdiction and who has been approved by the applicable bar, *law society or court* as a **Foreign Legal Consultant** to provide advice and services about the laws of the lawyer's foreign jurisdiction but only if such services are performed by or on behalf of the **Firm**.

**Insured** means the **Firm** and any **Insured Person**.

**Insured Person** means any natural person or entity:

- (1) who was, now is or shall become a partner, principal, director, officer, shareholder or member of the **Firm**;
- (2) who was, now is or shall become designated (as evidenced in the **Firm's** records) as "counsel" or "of counsel" by the **Firm**;



## LARGE LAWYERS PROFESSIONAL LIABILITY POLICY

- (3) whose labor or service was, now is or shall be engaged by and directed by the **Firm** to perform **Professional Services**, including a full-time, part-time, seasonal, contracted, leased and temporary employees, or seconded lawyers who are providing **Professional Services** on behalf of the Firm;
- (4) **Foreign Legal Consultants**; or
- (5) **Service Companies** which are corporations or partnerships including any principal, director, officer or employee of such **Service Company** providing services on behalf of the **Firm**;

but only while acting in his, her or its capacity as such.

**Intra Firm Representation** means **Professional Services** provided with the prior written consent of, or in accordance with the established policies of the **Firm**, by an **Insured Person** to any other **Insured Person** in a lawyer/client relationship.

**Loss** means the amount that an **Insured** becomes legally obligated to pay as a result of any covered **Claim**, including but not limited to damages (including punitive or exemplary damages, unless punitive or exemplary damages are uninsurable under the law pursuant to which this policy is construed), judgments, settlement, pre-judgments and post-judgment interest and **Defense Costs**.

**Loss** also includes any **Defense Costs** incurred by an **Insured** with respect to any **Potential Claim** (written notice of which has been given to the Company pursuant to Section X(A)(2) Reporting).

**Loss** does not include:

- (1) any costs incurred by an **Insured** to comply with any order for injunctive or other non-monetary relief, or to comply with an agreement to provide such relief;
- (2) taxes, fines, penalties (except as provided above with respect to punitive or exemplary damages), liquidated damages or the multiple portion of any multiplied damage award;
- (3) the cost of correcting, re-performing or completing any **Professional Services** or any amount which constitutes restitution, reduction, disgorgement, or set off or return of any fees or expenses paid to or charged by an **Insured** for **Professional Services**; or
- (4) any amount not insurable under the law pursuant to which this Policy is construed.

**Personal Information** means information not in the public domain that came into the care, custody or control of the **Insured** in the course of the **Insured** rendering **Professional Services** allowing the identification of an individual and which may include, without limitation, any one or more of the following:

- (a) Social insurance number or its equivalent;
- (b) Medical or healthcare data or other protected healthcare data or information;
- (c) a government issued driver's license;
- (d) financial information.

**Personal Injury** means libel, slander, disparagement, violation of rights of privacy, false arrest, detention or imprisonment, wrongful entry or eviction, malicious prosecution or abuse of process, whether through use of



## **LARGE LAWYERS PROFESSIONAL LIABILITY POLICY**

electronic media, the internet or other means of loss, damage, theft or disclosure of **Personal Information** of an individual whether through use of electronic media, the internet or other means.

**Policy Period** means the period of time set forth in ITEM 3 of the Declarations, subject to any prior termination in accordance with Section XX Termination of Policy.

**Pollutants** mean any substance located anywhere in the world exhibiting any hazardous characteristics as defined by, or identified on a list of hazardous substances issued by the United States Environmental Protection Agency or any state, county, municipality or locality counterpart thereof. Such substances shall include, without limitation, solid, liquid, gaseous or thermal irritants, contaminants, smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste materials. **Pollutants** shall also include any air emission, odor, wastewater, oil or oil products, infectious or medical waste, asbestos, or asbestos products and any noise.

**Pollution** means the actual, alleged or threatened exposure to, or generation, storage, transportation, discharge, emission, release, dispersal, escape, treatment, removal or disposal of **Pollutants** or any clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of any **Pollutants**, or any voluntary decision to do so.

**Potential Claim** has the meaning set forth in Section X(A)(2) Reporting.

**Professional Services** mean services provided to others by an **Insured** as:

- (1) an attorney or notary public;
- (2) an administrator, conservator, executor, trustee, guardian, escrow agent, receiver or committee or in any similar fiduciary capacity incidental to the practice of law by the **Firm**;
- (3) an arbitrator or mediator;
- (4) a member, director or officer of any non-profit professional legal association, its governing board, or any of its committees;
- (5) a government affairs advisor or lobbyist;
- (6) a title insurance agent pursuant to a written agency agreement with licensed title insurance company, but only when acting in such capacity for real estate transactions for which an **Insured** has provided services as an attorney;
- (7) a paralegal or legal assistant, solely in connection with the performance of **Professional Services**;
- (8) patent or trademark agent or title searcher; or
- (9) a **Foreign Legal Consultant**;

including the holding, use and safe guarding of **Confidential Information** or **Personal Information**, but only if such services are performed in the name of or on behalf of the **Firm** and some or all of the fee, if any, accruing from such services (regardless of whether such fee is actually collected) inures to the benefit of the **Firm**.

**Professional Services** shall include the provision of any investment advice.



## LARGE LAWYERS PROFESSIONAL LIABILITY POLICY

**Related Claims** mean all **Claims** based upon, arising from, or in consequence of the same or related facts, circumstances, situations, transactions or events or the same or related series of facts, circumstances, situations, transactions or events.

**Wrongful Act** means any actual or alleged act, error or omission committed, attempted, or allegedly committed or attempted, solely in the performance of or failure to perform **Professional Services** by the **Firm** or by an **Insured Person** acting in his or her capacity as such on behalf of the **Firm**, including without limitation any such actual or alleged act, error or omission committed or attempted or allegedly attempted or committed which results in or is alleged to result in damage to a claimant's hardware or software or the loss, damage, theft or disclosure of **Confidential Information** or **Personal Information**.

### III. EXCLUSIONS

- (A) The Company shall not be liable for **Loss** incurred by an **Insured** on account of any **Claim** or **Potential Claim**;
- (1) based upon, arising from, or in consequence of any fact, circumstance, situation, transaction, event or **Wrongful Act** that was the subject of any notice given under any policy of which this Policy is a direct or indirect renewal or replacement;
  - (2) based upon, arising from or in consequence of any fact, circumstance, situation, transactions, event or **Wrongful Act** occurring prior to the inception date of the first lawyers professional liability policy issued to the **Firm** by the Company which, prior to such inception date, any **Insured** knew or should have known might give rise to a **Claim**;
  - (3) based upon, arising from, or in consequence of any demand, suit or other proceeding pending against, or order, decree or judgment entered for or against such **Insured**, on or prior to the Pending or Prior Date set forth in ITEM 7 of the Declarations, or the same or substantially the same fact, circumstance, situation, transaction, event or **Wrongful Act** underlying or alleged therein;
  - (4) based upon, arising from, or in consequence of **Pollution**; provided that this Exclusion shall only apply where the **Insured** is an actual or alleged owner, lessee or operator of the property in question;
  - (5) for bodily injury, mental anguish, emotional distress (except bodily injury, mental anguish and emotional distress resulting from **Personal Injury**), sickness, disease or death of any person or damage to, destruction of or loss of use of any property (including software, data or other information that is in electronic form), whether or not it is damaged or destroyed; provided that this Exclusion shall not apply if the allegations of bodily injury, mental anguish, emotional distress (except bodily injury, mental anguish and emotional distress resulting from **Personal Injury**), sickness, disease or death of any person or damage to, destruction of or loss of use of any property (including software, data or other information that is in electronic form) arises out of **Professional Services**;
  - (6) for any actual or alleged violation by such **Insured** of the responsibilities, obligations or duties imposed on fiduciaries by the Employee Retirement Income Security Act of 1974, or any amendments thereto, or any rules or regulations promulgated thereunder, or any similar provisions of any federal, state, or local statutory law or common law anywhere in the world;



## LARGE LAWYERS PROFESSIONAL LIABILITY POLICY

- (7) by or on behalf of, in the name or right of, or based upon, arising from or in consequence of any **Wrongful Act** on the part of such **Insured** in connection with any **Controlled Enterprise**;
  - (8) based upon, arising from, or in consequence of the service of such **Insured Person** in his or her capacity as a partner, member, principal, director, officer, shareholder, counsel, of counsel, or employee of any entity other than the **Firm** or any **Service Company**; provided that this Exclusion shall not apply where the **Insured Person** is acting in his or her capacity as a member, director or officer of any non-profit professional legal association, its governing board, or any of its committees;
  - (9) brought or maintained by or on behalf of any **Insured** in any capacity, other than as a client in connection with **Intra Firm Representation**;
  - (10) based upon, arising from, or in consequence of **Professional Services** performed as a title insurance agent where there allegedly exists;
    - (a) any defect in title of which any **Insured** had actual knowledge as of the date the title insurance policy was issued by or through any **Insured**; or
    - (b) any actual or alleged breach of underwriting authority by an **Insured**;
- (B) The Company shall not be liable for **Loss** on account of any **Claim** or **Potential Claim** against an **Insured**:
- (1) based upon, arising from or in consequence of such **Insured** having gained in fact any profit, remuneration or advantage to which such **Insured** was not legally entitled; or
  - (2) based upon, arising from or in consequence of any deliberately fraudulent or dishonest act or omission or any willful violation of any statute or regulation by such **Insured**, or any libel or slander committed by such **Insured** with knowledge of its falsity (provided that nothing contained in this paragraph shall exclude coverage to any other **Insured** who was not so adjudged to have committed such fraud or dishonesty as described);
- as evidenced by any final judgment or ruling in any judicial, administrative or alternative dispute resolution proceeding.

### IV. SPOUSES, ESTATES AND LEGAL REPRESENTATIVES

Coverage shall extend to **Claims** and **Potential Claims** for the **Wrongful Acts** of an **Insured Person** made against:

- (a) the lawful spouse or **Domestic Partner** of such **Insured Person**, if named as a co-defendant with such **Insured Person** solely by reason of such person's status as a spouse or **Domestic Partner**, or such spouse or **Domestic Partner's** ownership interest in property that is sought by a claimant as recovery for an alleged **Wrongful Act** of such **Insured Person**; and
- (b) the estate, heirs, legal representatives or assigns of such **Insured Person** if such **Insured Person** is deceased or the legal representatives or assigns of such **Insured Person** if such **Insured Person** is incompetent, insolvent or bankrupt.

All terms and conditions of this Policy including, without limitation, the Retention Amount applicable to **Loss** incurred by the **Insured Person**, shall also apply to **Loss** incurred by the **Insured Person's** spouse, **Domestic**



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**Partner**, estate, heirs, legal representatives or assigns. The coverage provided by this Section IV shall not apply with respect to any loss arising from an act or omission by an **Insured Person's** estate, heirs, legal representatives, assigns, spouse or **Domestic Partner**.

### V. OTHER INSURANCE

This Policy shall be specifically excess over, and shall not contribute with, any other valid and collectible insurance, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, except with respect to the following only:

- (A) Insurance written to be specifically excess over this Policy, or
- (B) the Solicitors Professional Liability Insurance Policy, if any, purchased by the **Insured** to comply with the Solicitors Regulation Authority insurance requirements in the United Kingdom, or any subsequent renewals or replacements thereof.

This Policy will not be subject to the terms of any other insurance.

### VI. TERRITORY

Coverage shall extend anywhere in the world.

### VII. EXTENDED REPORTING PERIOD

- (A) If the Company or the **Firm** terminates or does not renew this Policy, other than termination by the Company for nonpayment of premium, then the **Firm** shall have the right to purchase an Extended Reporting Period for either the twelve (12) month period, twenty-four (24) month period or thirty-six (36) month period beginning on the effective date of the termination or non-renewal of this Policy. This right to purchase an Extended Reporting Period shall lapse unless written notice of election to purchase the Extended Reporting Period, together with payment of the additional premium due, as set forth in ITEM 6 of the Declarations, is received by the Company within thirty (30) days following effective date of the termination or nonrenewal of this Policy. The **Firm** may not change the option selected once that selection has been made.
- (B) If the Extended Reporting Period is purchased, then coverage otherwise afforded by this Policy will be extended to apply to **Loss** from **Claims** and **Potential Claims** first made or notified during such Extended Reporting Period and reported in accordance with Section X, Reporting, but only for **Wrongful Acts** committed or allegedly committed before the effective date of termination or nonrenewal or the date of any event described in Section XIII(B) Changes in Exposure, whichever is earlier. The entire additional premium for the Extended Reporting Period shall be deemed fully earned at the inception of such Extended Reporting Period. Any **Claim** made during the Extended Reporting Period shall be deemed to have been made during the immediately preceding **Policy Period**. The Limit of Liability for the Extended Reporting Period shall be part of, and not in addition to, the applicable Limits of Liability for the immediately preceding **Policy Period**.





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### VIII. LIMIT OF LIABILITY

- (A) The Company's maximum liability for all **Loss** from each **Claim** and **Potential Claim** first made or notified during the **Policy Period** shall not exceed the each **Claim** Limit of Liability set forth in ITEM 4(A) of the Declarations.
- (B) The Company's maximum aggregate liability for all **Loss** from all **Claims** and **Potential Claims** first made or notified during the **Policy Period** shall not exceed the aggregate Limit of Liability set forth in ITEM 4(B) of the Declarations, regardless of the number of **Claims**.
- (C) **Defense Costs** are part of, and not in addition to, the Limits of Liability set forth in ITEM 4 of the Declarations, and payment by the Company of **Defense Costs** shall reduce and may exhaust such Limits of Liability.

### IX. RETENTION AMOUNT

The Company's liability under this Policy shall apply only to that part of covered **Loss** on account of each **Claim** and **Potential Claim** which is excess of the applicable Retention Amount set forth in ITEM 5 of the Declarations. Such Retention Amount shall be depleted only by **Loss** otherwise covered under this Policy and shall be borne by the **Insured** uninsured and at their own risk. In the event that any **Insured Person** is unwilling or unable to bear the Retention Amount it shall be the obligation of the **Firm** to bear such Retention Amount uninsured and at its own risk.

### X. REPORTING

#### (A) Reporting of **Claims** and **Wrongful Acts**:

- (1) If a **Claim** is made against any **Insured** the **Insured** shall, as a condition precedent to exercising any right to coverage under this Policy, give to the Company written notice of such **Claims** as soon as practicable, but in no event later than the earliest of the following dates:
  - (a) if this Policy is either terminated or not renewed by the **Firm**, and if no Extended Reporting Period is purchased, thirty (30) days after the effective date of such expiration or termination;
  - (b) if the Extended Reporting Period is purchased, the expiration date of the Extended Reporting Period; or
  - (c) if the Company sends written notice to the **Firm** pursuant to Section XX (A) (3) Termination of Policy, prior to the effective date of such termination.
- (2) If during the **Policy Period** an **Insured** becomes aware of a **Wrongful Act** which may subsequently give rise to a **Claim** (a "**Potential Claim**"), and during the **Policy Period** the **Insured** gives the Company written notice of such **Wrongful Act**, including a description of the **Wrongful Act** in question, the identities of the potential claimants, the consequences that have resulted or may result from the **Wrongful Act**, the damages that may result from the **Wrongful Act** and the circumstances by which the **Insured** first became aware of the **Wrongful Act**;





## **LARGE LAWYERS PROFESSIONAL LIABILITY POLICY**

then the Company will treat any such subsequently resulting **Claim** as if it had been made against the **Insured** during the **Policy Period**; provided that written notice of such **Claim** is then given to the Company in accordance with paragraph (A)(1) of this Section X.

- (3) All notices of **Claims** or **Potential Claims**, required under this Section X must be sent in writing to the address set forth in Section XI Notice.

(B) Interrelationship of **Claims**:

All **Related Claims** will be treated as a single **Claim** made at the time the first of such **Related Claims** was made, or when the first of such **Related Claims** is treated as having been made in accordance with Section X (A)(2), whichever is earlier.

### **XI. NOTICE**

- (A) All notices to the Company under this Policy of **Claims** and **Potential Claims** which could give rise to a **Claim** shall be given in writing addressed to Monitoring Counsel as follows:

Attn: Anthony Spain, Esq.  
Mendes & Mount LLP  
750 Seventh Avenue  
New York, NY 10109

Monitoring Counsel will provide notice and reports to the Company(ies) subscribing to this Policy.

- (B) All other notices to the Company under this Policy shall be given in writing addressed to:

CNA – Claims Reporting  
P.O. Box 8317  
Chicago, IL 60680-8317  
Fax: 866-773-7504  
Email: [SpecialtyProNewLoss@cna.com](mailto:SpecialtyProNewLoss@cna.com)

- (C) Any notice given under XI (A) above shall be effective on the date of receipt by Monitoring Counsel at the address shown.

### **XII. DEFENSE AND SETTLEMENT**

- (A) It shall be the duty of the **Insured** and not the duty of the Company to defend **Claims** and **Potential Claims** made against the **Insured** and to retain qualified counsel of its own choosing with the Company's prior written consent, such consent not to be unreasonably withheld.
- (B) With respect to any **Claim** and **Potential Claims** that appears reasonably likely to be covered in whole or in part under this Policy, the Company shall have the right and shall be given the opportunity to effectively associate with the **Insured**, and shall be consulted in advance by the **Insured** regarding the investigation, defense and settlement of such **Claim** and **Potential Claims**, including but not limited to selecting appropriate defense counsel and negotiating any settlement. It shall not be unreasonable for the Company to withhold its consent to the representation of any **Insured** by another **Insured** or, if more than one **Insured** is involved in a **Claim** or **Potential Claims**, to withhold its



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consent to separate counsel for one or more of such **Insureds**, unless there is a material actual or potential conflict of interest among such **Insureds**.

- (C) No **Insured** shall settle or offer to settle any **Claim**, incur any **Defense Costs**, or otherwise assume any contractual obligation or admit any liability with respect to any **Claim** without the Company's prior written consent, which shall not be unreasonably withheld. The Company shall not be liable for any settlement, **Defense Costs**, assumed obligation or admission to which it has not given its prior written consent.
- (D) If any **Insured** withholds consent to any settlement acceptable to the claimant in accordance with the Company's recommendation (a "Proposed Settlement"), then the Company's liability for all **Loss**, including **Defense Costs**, from such **Claim** shall not exceed the amount of the Proposed Settlement plus **Defense Costs** incurred up to the date of the **Insured's** refusal to consent to the Proposed Settlement of such **Claim**.
- (E) The Company shall have no obligation to pay **Loss**, including **Defense Costs**, or to defend or continue to defend any **Claim**, after the Company's applicable Limit of Liability with respect to such **Claim** has been exhausted by the payment of **Loss**. If the Company's Limit of Liability is exhausted by the payment of **Loss** prior to the expiration of this Policy, the Policy premium will be deemed fully earned.

The **Insured** agreed to provide the Company with all information, assistance and cooperation which the Company may reasonably require and agree they will do nothing that may prejudice the Company's position or its potential or actual rights of recovery.

The Company shall, upon written request, advance on a current basis **Defense Costs** owed under this Policy. As a condition of any payment of **Defense Costs** before the final disposition of a **Claim**, the Company may require a written undertaking on terms and conditions satisfactory to it guaranteeing the repayment of any **Defense Costs** paid on behalf of any **Insured** if it is finally determined that this Policy would not cover **Loss** incurred by such **Insured** in connection with such **Claim**.

### **XIII. CHANGES IN EXPOSURE**

- (A) Acquisition of Additional Attorneys

If, during the **Policy Period**, the total number of attorneys in the **Firm** increases by more than ten (10) attorneys as the result of the **Firm's** merger with or acquisition of any other law firm or any group of attorneys who practices together at another law firm, the **Firm** must promptly give the Company written notice thereof, and the Company will be entitled to impose such additional coverage terms and charge such additional premium in connection therewith as the Company, in its sole discretion, may require. Subject to the provisions of this paragraph, coverage shall only be provided for such acquired attorneys with respect to **Wrongful Acts** committed or allegedly committed after the date of such merger or acquisition.

- (B) Conversion of Coverage under Certain Circumstances

If, during the **Policy Period**:

- (1) all or substantially all of the **Firm's** assets are acquired by another organization or person or group of organizations or persons acting in concert;



## **LARGE LAWYERS PROFESSIONAL LIABILITY POLICY**

(2) **Financial Impairment** occurs; or

(3) the **Firm** merges or consolidates into or with another entity such that the **Firm** is not the surviving entity;

then coverage provided by this Policy shall continue until termination, but only with respect to **Claims** for **Wrongful Acts** committed or allegedly committed prior to such event.

The **Firm** shall give written notice of all events under this Section XIII to the Company as soon as practicable together with such other information as the Company may request. If **Financial Impairment** occurs, the entire premium for this Policy will be deemed fully earned as of the effective date of such **Financial Impairment**.

### **XIV. REPRESENTATIONS AND SEVERABILITY**

In issuing this Policy the Company has relied upon the statements, representations and information in the **Application**. All of the **Insureds** acknowledge and agree that all such statements, representations and information (i) are true and accurate, (ii) were made or provided in order to induce the Company to issue this Policy, and (iii) are material to the Company's acceptance of the risk to which this Policy applies.

In the event that any of the statements, representations or information in the **Application** are not true and accurate, and which were (i) made with the actual intent to deceive or (ii) which materially affect the acceptance of the risk assumed by the Company under this Policy, this Policy shall be void with respect to any **Insured** who knew as of the effective date of the **Application** the facts that were not truthfully and accurately disclosed (whether or not the **Insured** knew of such untruthful disclosure in the **Application**) or to whom knowledge of such facts is imputed. For purposes of the preceding sentence:

- (A) the knowledge of any **Insured Person** who is a past, present or future member of the management committee, executive committee or similar governing body of the **Firm** shall be imputed to the **Firm**;
- (B) the knowledge of the person(s) who signed the **Application** for this Policy shall be imputed to all of the **Insureds**; and
- (C) except as provided in (A) above, the knowledge of an **Insured Person** who did not sign the **Application** shall not be imputed to any other **Insured**.

### **XV. VALUATION AND FOREIGN CURRENCY**

All premiums, limits, Retention Amounts, **Loss** and other amounts under this Policy are expressed and payable in the currency of the United States of America. If a judgment is rendered, a settlement is denominated or any element of **Loss** under this Policy is stated in a currency other than United States of America dollars, payment under this Policy shall be made in United States of America dollars at the rate of exchange published in The Wall Street Journal on the date the final judgment is reached, the amount of the settlement is agreed upon or the element of **Loss** is due, respectively.

### **XVI. SUBROGATION**

In the event of any payment under this Policy, the Company shall be subrogated to the extent of such payment to all the **Insured's** rights of recovery therefore, and the **Insured** shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable the Company effectively to bring suit or otherwise pursue subrogation rights in the name



## LARGE LAWYERS PROFESSIONAL LIABILITY POLICY

of any **Insured**, provided that the Company will not pursue an **Insured's** rights of recovery against any other **Insured**.

### **XVII. ACTION AGAINST THE COMPANY**

No action may be taken against the Company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this Policy. No person or entity shall have any right under this Policy to join the Company as a party to any action against any **Insured** to determine such **Insured's** liability nor shall the Company be impleaded by such **Insured** or legal representatives of such **Insured**.

### **XVIII. FIRM RIGHTS AND OBLIGATIONS**

By acceptance of this Policy, the **Firm** acknowledges and agrees that it shall be considered the sole agent of and will act on behalf of each **Insured** with respect to: the payment of premiums and the receiving of any return premiums that may become due under this Policy; the negotiation, agreement to and acceptance of endorsements; the giving or receiving of any notice, including but not limited to giving notice of **Claim** or a notice of termination pursuant to Section XX Termination of Policy; and the receipt or enforcement of payment of a **Loss** (and the **Firm** shall be responsible for application of any such payment as provided for in this Policy). Each **Insured** acknowledges and agrees that the **Firm** shall act on its behalf with respect to all such matters.

### **XIX. ALTERATION AND ASSIGNMENT**

No change in, modification of, or assignment of interest under this Policy shall be effective except when made by a written endorsement to this Policy which is signed by an authorized employee of the Company.

### **XX. TERMINATION OF POLICY**

(A) This Policy shall terminate at the earliest of the following times:

- (1) upon receipt by the Company of written notice of termination from the **Firm**, provided that this Policy may not be terminated by the **Firm** after the effective date of any event described in Section XIII, Changes of Exposure (B);
- (2) upon expiration of the **Policy Period** as set forth in ITEM 3 of the Declarations or any applicable Extended Reporting Period;
- (3) twenty (20) days after receipt by the **Firm** of a written notice of termination from the Company based upon nonpayment of premium, unless the premium is paid within such twenty (20) day period; or
- (4) at such other time as may be agreed upon by the Company and the **Firm**.

(B) The Company shall refund the unearned premium computed at customary short rates if this Policy is terminated by the **Firm**. Under any other circumstances the refund shall be computed pro rata. Payment or tender of any unearned premium by the Company shall not be a condition precedent to the effectiveness of such termination, but such payment shall be made as soon as practicable.



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### **XXI. BANKRUPTCY**

Except as provided in Section XIII, Changes in Exposure, bankruptcy or insolvency of any **Insured** shall not relieve the Company of its obligations nor deprive the Company of its rights or defenses under this Policy.

### **XXII. HEADINGS**

The descriptions in the headings and sub-headings of this Policy are solely for convenience, and form no part of the terms and conditions of coverage.

### **XXIII. COMPLIANCE WITH APPLICABLE TRADE SANCTION LAWS**

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit the Company from providing insurance.

### **XXIV. CHOICE OF LAW**

This policy shall be governed by the laws of the Province of Ontario, and the Company and the **Insured** agree to submit to the jurisdiction of the courts of the Province of Ontario in the event of any dispute concerning the interpretation or enforcement of this Policy.

A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke.

**CHAIRMAN**

A handwritten signature in black ink, consisting of the letters 'STB' followed by a horizontal line.

**SECRETARY**



**ENDORSEMENT NO 1  
CLLAS COMPATIBLE AND ALLOCATION ENDORSEMENT**

It is understood and agreed that the Policy is amended as follows:

- I. The section entitled **DEFINITIONS** is amended as follows:
- A. The definition of **Insured** is amended to add the following
- **Canadian Insureds**
- B. **Canadian Firm** means Davies Ward Phillips & Vineberg LLP/Davies Ward Phillips & Vineberg S.E.N.C.R.L., s.r.l. and its predecessors;
- C. **Canadian Insureds** means collectively the **Canadian Firm** and the those persons whose relationship with the **Canadian Firm** is the equivalent as those persons specified in paragraphs 1-6 have with the **Named Insured**.
- II. No coverage will be available under this Policy for **Claims** against a **Canadian Insured** arising out of professional services provided by such **Canadian Insured** from an office or branch of the **Canadian Firm** located in Canada, its provinces or territories and that arise from the practice of laws of the jurisdiction of Canada, its provinces or territories, unless such Professional Services are incidental to the practice of the laws of a jurisdiction other than Canada, its provinces or territories.
- III. For purposes of this endorsement, notwithstanding anything to the contrary in this Policy, no coverage will be available to a Canadian Insured under this Policy for Claims for which (a) the policy issued by the Canadian Lawyers Liability Assurance Society scheduled below (the "CLLAS Policy") or (b) the other policies scheduled below only if they provided coverage in respect of such Claim in excess of the CLLAS Policy (together with the CLLAS Policy, the "Scheduled Policies") would afford coverage regardless of: the limit(s) of liability of the Scheduled Policies; compliance, or lack thereof, with the notice and/or reporting requirements of the Scheduled Policies; and whether the Schedule Policies have been canceled:

**SCHEDULED POLICIES**

<b>Policy</b>	<b>Policy Number</b>	<b>Lead Insurer(s)</b>
CLLAS 50M	35003	Canadian Lawyers Liability Assurance Society
50M xs 50M	PLTO287759022	Liberty International Underwriters Canada (20%) Lead Insurer
60M xs 100M	SRX641207	Victor Insurance Managers Inc. (20%) Lead Insurer

- IV. It is further understood and agreed and notwithstanding the section entitled **OTHER INSURANCE**, if **Damages** on account of a **Claim** covered or alleged to be covered by both this Policy and the Policies issued by CLLAS referred to in this Policy, CLLAS and the Insurer agree to use their best efforts to determine a fair and proper allocation of all amounts, including **Claim Expenses**, that the **Company** shall be obligated to pay under this Policy in connection with such **Claim**. In making such determination, the parties shall take into account the contributory fault by the **Insured** and the **Canadian Insured** giving rise to the **Damages**. In the event that an allocation cannot be agreed to, then the **Company** agrees to follow the procedures and terms and conditions of the Letter Agreement between CLLAS and the **Company** (referred to in the Letter Agreement as the CLLAS International Insurers, attached hereto).

All other terms and conditions of the Policy remain unchanged.



This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



**ENDORSEMENT NO 2.  
CARRIER RATING DOWNGRADE ENDORSEMENT**

This Endorsement, effective at 12:01 a.m. on July 1, 2024 forms part of

Policy No.: 592420426  
Issued to: Davies Ward Phillips & Vineberg, LLP (a New York Partnership)  
Issued by: Columbia Casualty Company

It is hereby understood and agreed that Item XX. Termination of Policy is amended to include Item C.

In the event that the Company:

- (a) ceases underwriting; or
- (b) is declared insolvent or placed under the protection of Chapter 11 or similar proceedings, or
- (c) has its authority to carry on insurance business withdrawn; or
- (d) has its financial strength rating reduced by A.M. Best or Standard & Poor's or equivalent rating agency to less than A-;

the Firm may terminate the policy by giving notice and the premium payable to the Firm shall be pro-rata of its proportion of premium to the time on risk.

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Authorized Representative

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.





## QUOTA SHARE ENDORSEMENT

It is understood and agreed that the Policy is amended as follows:

- I. The Section of the Policy entitled LIMITS OF LIABILITY AND RETENTION is amended by the addition of the following:

### Quota Share Participation

Notwithstanding anything to the contrary in the Policy, this Policy has been written on a quota-share basis whereby the **Company** shall be responsible to pay **damages** and **claim expenses** on a proportionate basis equal to 20% of the total limits of liability for all Participating Insurers shown on the Declarations, and the Participating Insurers, as set forth below, shall be responsible to pay **damages** and **claim expenses** on a proportionate basis equal to the applicable percentage of such total limits of liability as set forth opposite each Participating Insurer on the Declarations.

The **Company's** limit of liability for **damages** and **claim expenses** for each **claim** shall not exceed \$6,000,000 per **claim**. The **Company's** maximum aggregate limit of liability for all **damages** and **claim expenses** for all **claims**, regardless of the number of **claims**, shall be \$6,000,000.

Each Participating Insurer's proportion of the total limits of liability for all Participating Insurers shown on the Declarations.

The **Company** and the Participating Insurers shall also pay supplementary payments, as set forth in the paragraph of this Section entitled Supplementary payments, in the same proportions.

The liability of the **Company** and any Participating Insurers shall be several and not joint. The **Company** shall not be liable under this Policy for any amount in excess of its limits of liability, regardless of any changes in circumstances, including, but not limited to change in terms, cancellation, removal or bankruptcy of any other participants. If the **Company's** limits of liability are exhausted by payment of **damages** or **claim expenses**, the **Company's** obligations shall be deemed completely fulfilled and extinguished.

Coverage hereunder shall apply in conformance with the provisions set forth in this Policy.

- II. The Section of the Policy entitled CONDITIONS is amended as follows:

The paragraph entitled Notice is amended by the addition of the following:

For the purposes of giving notice under subparagraphs (A), (B) and (C) of this Section, such notice shall be given to the **Company** at the address stated in Item 1 (B) and to the Participating Insurers stated above at the address set forth in paragraph 1 (A). Thereafter, the **Company** (or any substitute as may subsequently be appointed by the **Company** and advised to the **Insured**) shall act on behalf of all insurers with respect to any such **claim** or notice of potential **claim**.

- III. The Section of the Policy entitled **EXTENDED REPORTING PERIODS**, the subsection entitled **Extended reporting periods** limits of liability and deductibles, is amended by the addition of the following:

The **Company** and the Participating Insurers shall be responsible to pay their respective shares of any applicable **extended reporting period** limit of liability in the same percentages as set forth in paragraph II. of this endorsement.



All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



## SERVICE OF SUIT ENDORSEMENT

It is hereby understood and agreed that the following provision is added to the Policy:

### SERVICE OF SUIT

Pursuant to any statute of any state, territory or district of the United States which makes provision therefore, the Company hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suite or proceeding instituted by or on behalf of the Firm or any beneficiary hereunder arising out of this contract of insurance, and hereby designates the below-named as the person to whom the said officer is authorized to mail such process or true copy thereof.

Service of process in such suit shall be made upon:

General Counsel  
Columbia Casualty Company  
333 S. Wabash Avenue  
Chicago, IL 60604

and in any suite instituted against such person upon this policy, the Company will abide by the final decision of such court or of any appellate court in the event of an appeal.

The General Counsel is authorized and directed to accept service of process on behalf of the Company in any such suit and, upon the request of the Firm, to give a written undertaking to the Firm that he will enter a general appearance upon the Companies behalf in the event such suit shall be instituted.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



## TRADE AND ECONOMIC SANCTIONS ENDORSEMENT

Notwithstanding any other provisions hereunder, the Insurer shall not be liable under this Policy in respect of any trade or activity which is subject to any applicable economic, political or trade sanction, prohibition or restriction. The Insurer shall not be deemed to provide cover, and the Insurer shall not be liable to pay any amounts or provide any other benefit hereunder to the extent that the provision of such cover, payment of any amounts or any other benefit is prohibited by any applicable economic, political or trade sanction, prohibition or restriction, including but not limited to, those of the United States, the United Nations, European Union or United Kingdom.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.




LETTER AGREEMENT BETWEEN  
CLLAS AND "CLLAS INTERNATIONAL" INSURERS  
RESOLUTION OF ALLOCATION DISPUTES


In the event of an allocation dispute between the Canadian Lawyers Liability Assurance Society ("CLLAS") and the undersigned insurance companies (collectively referred to as the "CLLAS International Insurers") with respect to a loss giving rise to a claim or claims under insurance policies issued by CLLAS and the CLLAS International Insurers, the parties agree as follows:

1. CLLAS and the CLLAS International Insurers agree to use their best efforts to determine a fair and proper allocation of all amounts (including defense costs) that the parties are collectively obligated to pay under their respective policies in connection with such claim. In making such determination, the parties will take into account the contributory fault giving rise to the loss by the individual insureds covered under their respective policies.
2. In the event that an allocation cannot be agreed to pursuant to paragraph 1 above, the parties will apply the Default Interim Allocation until such time as the parties are able to agree upon an alternate allocation or such allocation is determined pursuant to arbitration in accordance with paragraph 5 below.
3. The Default Interim Allocation means 50% CLLAS and 50% CLLAS International Insurers.
4. If the parties utilize the Default Interim Allocation
  - a. Either of CLLAS or the CLLAS International Insurers may refer the allocation dispute to arbitration in accordance with paragraph 5 below; and
  - b. No presumption as to allocation will exist in arbitration.
5. Disputes which are referred to arbitration will be determined by a single arbitrator. The arbitrator must be a person with not less than ten years' experience in the insurance and/or reinsurance industry or as a lawyer or other professional advisor serving the industry. If the parties cannot agree on the identity of the arbitrator within 14 days the matter being referred to arbitration, either party may apply to the Chairman of ARIAS (US) who will appoint an arbitrator. The arbitration will be conducted pursuant to the International Commercial Arbitration Act (Ontario). The arbitrator may in his/her sole discretion make such orders and directions as he/she considers necessary for the final determination of the matters in dispute and shall have discretion as to allocation of costs of the arbitrator between CLLAS and the CLLAS International Insurers. The arbitrator has the widest discretion permitted under governing law when making such orders or directions.
6. The parties agree that any determination with respect to allocation is subject to all the terms, conditions and limitations of the respective policies.

IN WITNESS WHEREOF the Parties have duly executed this Agreement on the dates indicated below.

CANADIAN LAWYERS LIABILITY ASSURANCE SOCIETY	
By:	
Name:	Carrie Green
Title:	General Manager
Date:	July 26, 2023

COLUMBIA CASUALTY COMPANY	
By:	
Name:	Scott Kossove
Title:	VP Underwriting
Date:	August 11, 2023

CONTINENTAL CASUALTY COMPANY	
By:	
Name:	Scott Kossove
Title:	VP Underwriting
Date:	August 11, 2023

INDIAN HARBOR INSURANCE COMPANY	
By:	
Name:	Michael Takigawa
Title:	Vice President
Date:	October 3, 2023

XL SPECIALTY INSURANCE COMPANY - CANADIAN BRANCH	
By:	 <small>Digitally signed by: Andrew Choi DN: cn = Andrew Choi email = andrew.choi@axa.com C = AB OU = AXA XL Date: 2023.09.28 15:45:05 -0400</small>
Name:	Andrew Choi
Title:	Underwriting Manager, Professional Liability, Canada
Date:	September 28, 2023

BERKSHIRE HATHAWAY INTERNATIONAL INSURANCE LIMITED	
By:	
Name:	Rhonda Ruege
Title:	President - MedPro
Date:	13 October 2023

NATIONAL FIRE & MARINE INSURANCE COMPANY	
By: <i>Keely R. Henthorn</i>	
Name:	Keely R. Henthorn
Title:	National Product Lead AttPro Special Risk
Date: 09/08/2023	

ASPEN SPECIALTY INSURANCE COMPANY	
By: <i>20</i>	
Name:	Bryan Nogaki
Title:	SVP
Date: August 21, 2023	

ASPEN INSURANCE UK LIMITED	
By: <i>20</i>	
Name:	Bryan Nogaki
Title:	SVP
Date: August 21, 2023	

UNDERWRITERS AT LLOYDS, LONDON	
By: <i>N. Ahrens</i>	
Name:	Nancy Ahrens
Title:	Underwriter
Date: September 15th, 2023	

EVANSTON INSURANCE COMPANY	
By: <i>J. Lecci</i>	
Name:	John Lecci
Title:	Senior Director
Date: September 25th, 2023	

MARKEL AMERICAN INSURANCE COMPANY	
By: <i>J. Lecci</i>	
Name:	John Lecci
Title:	Senior Director
Date: September 25th, 2023	



**FOLLOW FORM POLICY**

**POLICY NO.** **LR00D2024**

**INSURED:** Davies Ward Phillips & Vineberg LLP

**ADDRESS:** 900 Third Avenue, 24<sup>th</sup> Floor  
New York NY 10022

In accordance with your instructions we have effected insurance as follows:

**PERIOD OF INSURANCE:** **Inception Date: July 1, 2024**  
**Expiration Date: July 1, 2025**  
(12:01 a.m. Prevailing Time at the Assured's address set forth above)

**LIMIT OF LIABILITY:** **US \$30,000,000** each Claim and in the Annual Aggregate including Defense Costs, charges and expenses excess of the Retention.

**RETENTION:** **US \$350,000** per claim.

**TYPE OF INSURANCE:** Lawyers Professional Liability Insurance following the Lead Underwriter and subject to the terms and conditions of the Policy issued by the Lead Underwriter.

**LEAD UNDERWRITER:** Columbia Casualty Company

**COMPANY'S PARTICIPATION:** 16.5% of 100.00% of the annual limit and premium expressed hereon.

**ANNUAL PREMIUM:** **\$263,000.00** exclusive of the Excess & Surplus lines taxes and fees, of which \$43,395.00 being 16.5% of 100.00% shall be payable to the Company.

**INSURED WITH:** Aspen Specialty Insurance Company (the "Company")

**DATED:** 9/10/2024

A handwritten signature in dark ink, appearing to be "ZU", written over a horizontal line.

, SVP

Signature and Title of Authorized Representative of the Company





ATTACHING TO AND FORMING PART OF POLICY NUMBER NO: **LR00D2024**

The Company warrants that:

- A. This MEMORANDUM OF INSURANCE incorporates and is subject to all terms set forth in the Followed Policy issued by the Lead Underwriter – Columbia Casualty Company, Policy No. 592420426 on the identical subject matter and risk and is subordinate to the Followed Policy (except as regards the PREMIUM, the SUM INSURED and Section III B. REINSTATEMENT OF THE LIMIT OF LIABILITY) as contained in the Followed Policy. In matters regarding claims, the Company will act exclusively through the representative or representatives designated by the Underwriters of the Followed Policy. Notwithstanding the foregoing, the Company may, at its sole discretion, elect to associate in the investigation, settlement and/or defense of any claims to which the Company may be liable to contribute.
- B. This MEMORANDUM OF INSURANCE incorporates, and is subordinate to any changes and endorsements of the Followed Policy provided the Company consents to such changes and endorsements, such consent not to be unreasonable withheld.
- C. Any changes of insurers or co-insurers, including incomplete placements, are permitted without notice but loss of coverage resulting from any incomplete placement is assumed by the INSURED and shall not cause the layer of coverage in which the Company participates to drop to a lower level of coverage or increase the participation of the Company in such layer of coverage.
- D. In the events of the reduction or exhaustion of the sums insured under the Followed Policy and/or underlying policies by reason of claims paid thereunder, this MEMORANDUM OF INSURANCE shall:
  - a. in the event of reduction, pay the excess of the reduced underlying sums insured;
  - b. in the event of exhaustion, continue in force as Primary insurance

provided always that in the latter event, this MEMORANDUM OF INSURANCE shall only pay the excess of the retention as provided in the Followed Policy.



**FOLLOW FORM POLICY**

**POLICY NO.** LPN 9033668 08

**INSURED:** Davies Ward Phillips & Vineberg LLP

**ADDRESS:** 900 Third Avenue, 24<sup>th</sup> Floor  
New York NY 10022

In accordance with your instructions we have effected insurance as follows:

**PERIOD OF INSURANCE:** Inception Date: July 1, 2024  
Expiration Date: July 1, 2025  
(12:01 a.m. Prevailing Time at the Assured's address set forth above)

**LIMIT OF LIABILITY:** US \$30,000,000 each Claim and in the Annual Aggregate including Defense Costs, charges and expenses excess of the Retention.

**RETENTION:** US \$350,000 per claim.

**TYPE OF INSURANCE:** Lawyers Professional Liability Insurance following the Lead Underwriter and subject to the terms and conditions of the Policy issued by the Lead Underwriter.

**NOTICES/ENDORSEMENTS:** PN CW 05 0519 U.S. Treasury Department's Office of Foreign Assets Control ("OFAC")

**LEAD UNDERWRITER:** Columbia Casualty Company policy number 592420426

**COMPANY'S PARTICIPATION:** 16.50% of 100.00% of the annual limit and premium expressed hereon.

**ANNUAL PREMIUM:** \$263,000.00 exclusive of the Excess & Surplus lines taxes and fees, of which \$43,395.00 being 16.50% of 100.00% shall be payable to the Company.

**INSURED WITH:** Indian Harbor Insurance Company (the "Company")

**DATED:** October 10, 2024

/ Vice President

Signature and Title of Authorized Representative of the Company

ATTACHING TO AND FORMING PART OF POLICY NUMBER NO: **LPN 9033668 08**

The Company warrants that:

- A. This MEMORANDUM OF INSURANCE incorporates and is subject to all terms set forth in the Followed Policy issued by the Lead Underwriter – Columbia Casualty Company, Policy No. 592420426 on the identical subject matter and risk and is subordinate to the Followed Policy (except as regards the PREMIUM, the SUM INSURED and Section III B. REINSTATEMENT OF THE LIMIT OF LIABILITY) as contained in the Followed Policy. In matters regarding claims, the Company will act exclusively through the representative or representatives designated by the Underwriters of the Followed Policy. Notwithstanding the foregoing, the Company may, at its sole discretion, elect to associate in the investigation, settlement and/or defense of any claims to which the Company may be liable to contribute.
- B. This MEMORANDUM OF INSURANCE incorporates, and is subordinate to any changes and endorsements of the Followed Policy provided the Company consents to such changes and endorsements, such consent not to be unreasonable withheld.
- C. Any changes of insurers or co-insurers, including incomplete placements, are permitted without notice but loss of coverage resulting from any incomplete placement is assumed by the INSURED and shall not cause the layer of coverage in which the Company participates to drop to a lower level of coverage or increase the participation of the Company in such layer of coverage.
- D. In the events of the reduction or exhaustion of the sums insured under the Followed Policy and/or underlying policies by reason of claims paid thereunder, this MEMORANDUM OF INSURANCE shall:
  - a. in the event of reduction, pay the excess of the reduced underlying sums insured;
  - b. in the event of exhaustion, continue in force as Primary insurance

provided always that in the latter event, this MEMORANDUM OF INSURANCE shall only pay the excess of the retention as provided in the Followed Policy.

## NOTICE TO POLICYHOLDERS

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### **U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")**

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Policyholder Notice provides information concerning possible impact on your insurance coverage due to the impact of U.S. Trade Sanctions<sup>1</sup>. Please read this Policyholder Notice carefully.

In accordance with the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") regulations, or any other U.S. Trade Sanctions embargoes or export controls applied by any regulatory body, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions, embargoes or export controls law, is a Specially Designated National and Blocked Person ("SDN"), or is owned or controlled by an SDN, this insurance will be considered a blocked or frozen contract. When an insurance policy is considered to be such a blocked or frozen contract, neither payments nor premium refunds may be made without authorization from OFAC or the applicable regulator. Other limitations on the premiums and payments also apply.

<sup>1</sup> "U.S Trade Sanctions" may be promulgated by Executive Order, act of Congress, regulations from the U.S. Departments of State, Treasury, or Commerce, regulations from the State Insurance Departments, etc.

**MEMORANDUM OF INSURANCE "MOI")**  
(PRIMARY WITH UNDERWRITERS' REPS.)



LEAD POLICY NUMBER: 592420426  
OUR MOI NUMBER: NESLP001134

USD 263,000 100% Premium for period

INSURED: Davies Ward Phillips & Vineberg LLP (A New York Partnership)  
ADDRESS: 900 Third Avenue, 24<sup>th</sup> Floor  
New York, NY 10022

In accordance with your instructions we have effected insurance as follows:

PERIOD OF INSURANCE: July 1, 2024 to July 1, 2025  
Both days at 12:01 a.m. Standard Time at the address of the insured

LIMIT OF LIABILITY: USD 30,000,000 each Claim and USD 30,000,000 in the Annual Aggregate including costs, charges and expenses

Excess of the Retention:  
USD 350,000 each Claim and including costs, charges and expenses

PARTICULARS OF INSURANCE: LAWYER'S PROFESSIONAL LIABILITY INSURANCE FOLLOWING THE LEAD TERMS AND CONDITIONS AS OUTLINED IN THE CO-INSURING POLICY ISSUED BY COLUMBIA CASUALTY COMPANY, POLICY NO: 592420426.

COMPANY'S PARTICIPATION: 20.00% part of 100.00%; i.e. USD 0.2000 part of each dollar  
USD 1.00 of annual limit and premium expressed hereon

COMPANY'S PREMIUM: USD 52,600  
Exclusive of Excess & Surplus Lines taxes and fees

INSURED WITH: National Fire & Marine Insurance Company (the "Company")  
The address for reporting all matters to the Company in accordance with the requirements as outlined in the Lead policy is: Mendes & Mount LLP, Attn: Anthony Spain, Esq., 750 Seventh Avenue, New York, NY 10109. Mendes shall report notices to [claims@attorneyprotective.com](mailto:claims@attorneyprotective.com).

DATE: October 14, 2024

A handwritten signature in black ink, appearing to read "Small E. Wuster".

Signature Authorized Representative of the Company

ATTACHING TO AND FORMING PART OF MEMORANDUM OF INSURANCE NUMBER:  
592420426 and NESLP001134

The Company warrants that:

- a. Except as set forth in the COMPANY'S PARTICIPATION and the COMPANY'S PREMIUM provisions above, this MEMORANDUM OF INSURANCE incorporates and is subject to all terms set forth in the Primary Columbia Casualty Company Policy Number 592420426 on the identical subject matter and risk. In matters regarding claims, the Company will act exclusively through the representative or representatives designated by the Underwriters of the Primary Policy and will receive copies of initial and subsequent reports, but will act on its own behalf with respect to the settlement of claims. The Company may, at its sole discretion, elect to participate in the investigation, and defense of any claims which the Company may be liable to contribute.
- b. This MEMORANDUM OF INSURANCE incorporates any changes and endorsements to the Primary Policy, provided the Company consents to such changes and endorsements, such consent not to be unreasonably withheld.
- c. Any replacement, substitution or change in the placement of insurers or co-insurers, including a placement that is not 100% filled ("Change in Placements"), or any insolvency, receivership or conservatorship of a participating insurer or co-insurer ("Insolvency of a Participant"), is permitted without prior notice; however, any loss of insurance arising from or in connection with any Change in Placement or any Insolvency of a Participant is assumed by, and the responsibility of, the INSURED and shall not either: (1) cause the insurance provided by the Company in any layer of coverage in which the Company participates to drop to a lower layer of insurance coverage, or (2) increase the participation of, or amount payable by, the Company in any layer of insurance in which the Company participates.

ATTACHING TO AND FORMING PART OF MEMORANDUM OF INSURANCE NUMBER:  
592420426 and NESLP001134

## **OFAC/ECONOMIC SANCTIONS ENDORSEMENT**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

In consideration of the payment of the premium for this MEMORANDUM OF INSURANCE it is hereby understood and agreed that this MEMORANDUM OF INSURANCE does not provide coverage that would be in violation of the laws or regulations of the United States of America concerning trade or economic sanctions, including, but not limited to, those administered and enforced by the U.S. Treasury's Office of Foreign Asset Control (OFAC). Payment of loss under this MEMORANDUM OF INSURANCE shall only be made in full and complete compliance with all United States of America economic or trade sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by OFAC.



**FOLLOW FORM POLICY**

**POLICY NO.** **MKLV7PL0006482**

**INSURED:** Davies Ward Phillips & Vineberg LLP

**ADDRESS:** 900 Third Avenue, 24<sup>th</sup> Floor  
New York NY 10022

In accordance with your instructions we have effected insurance as follows:

**PERIOD OF  
INSURANCE:**

**Inception Date:** **July 1, 2024**

**Expiration Date:** **July 1, 2025**

(12:01 a.m. Prevailing Time at the Assured's address set forth above)

**LIMIT OF  
LIABILITY:**

**US \$30,000,000** each Claim and in the Annual Aggregate including  
Defense Costs, charges and expenses excess of the Retention.

**RETENTION:**

**US \$350,000** per claim.

**TYPE OF  
INSURANCE:**

Lawyers Professional Liability Insurance following the Lead Underwriter and  
subject to the terms and conditions of the Policy issued by the Lead Underwriter.

**LEAD  
UNDERWRITER:**

Columbia Casualty Company

**COMPANY'S  
PARTICIPATION:**

10.00% of 100.00% of the annual limit and premium expressed hereon.

**ANNUAL  
PREMIUM:**

**\$263,000.00** exclusive of the Excess & Surplus lines taxes and fees, of which  
\$26,300.00 being 10.00% of 100.00% shall be payable to the  
Company.

**INSURED WITH:**

Evanston Insurance Company (the "Company")

**DATED:**

September 9, 2024

A handwritten signature in black ink that reads "Harvey Darden Esq." The signature is written in a cursive style and is positioned above a horizontal line.

Signature and Title of Authorized Representative of the Company



ATTACHING TO AND FORMING PART OF POLICY NUMBER NO: **MKLV7PL0006482**

The Company warrants that:

- A. This MEMORANDUM OF INSURANCE incorporates and is subject to all terms set forth in the Followed Policy issued by the Lead Underwriter – Columbia Casualty Company, Policy No. 592420426 on the identical subject matter and risk and is subordinate to the Followed Policy (except as regards the PREMIUM, the SUM INSURED and Section III B. REINSTATEMENT OF THE LIMIT OF LIABILITY) as contained in the Followed Policy. In matters regarding claims, the Company will act exclusively through the representative or representatives designated by the Underwriters of the Followed Policy. Notwithstanding the foregoing, the Company may, at its sole discretion, elect to associate in the investigation, settlement and/or defense of any claims to which the Company may be liable to contribute.
- B. This MEMORANDUM OF INSURANCE incorporates, and is subordinate to any changes and endorsements of the Followed Policy provided the Company consents to such changes and endorsements, such consent not to be unreasonable withheld.
- C. Any changes of insurers or co-insurers, including incomplete placements, are permitted without notice but loss of coverage resulting from any incomplete placement is assumed by the INSURED and shall not cause the layer of coverage in which the Company participates to drop to a lower level of coverage or increase the participation of the Company in such layer of coverage.
- D. In the events of the reduction or exhaustion of the sums insured under the Followed Policy and/or underlying policies by reason of claims paid thereunder, this MEMORANDUM OF INSURANCE shall:
  - a. in the event of reduction, pay the excess of the reduced underlying sums insured;
  - b. in the event of exhaustion, continue in force as Primary insurance

provided always that in the latter event, this MEMORANDUM OF INSURANCE shall only pay the excess of the retention as provided in the Followed Policy.

## Risk Details

<b>UNIQUE MARKET REFERENCE (UMR)</b>	B0507FO2400047 Appointed Broker is Ardonagh Specialty Limited t/a Price Forbes & Partners (hereinafter referred to as " <b>Price Forbes</b> ")	
<b>TYPE:</b>	<b>Contract Classification:</b>	Insurance
	<b>Description:</b>	Lawyers Professional Liability Insurance
<b>INSURED:</b>	<b>Name:</b>	Davies Ward Phillips & Vineberg (a New York partnership)
	<b>Street No. and Street:</b>	900 Third Avenue, 24 <sup>th</sup> Floor
	<b>City:</b>	New York
	<b>Zip or Postcode:</b>	NY 10022
	<b>Country:</b>	U.S.A.
<b>PERIOD:</b>	<b>From:</b>	01 July 2024
	<b>To:</b>	01 July 2025
	Both days at 12:01 a.m. at the Insured's Address	
<b>INTEREST:</b>	As per policy wording attached	
<b>LIMIT OF LIABILITY:</b>	USD 30,000,000 each Claim and in the aggregate, including Defense Costs	
<b>RETENTION:</b>	USD 350,000 per Claim, including Defense Costs	
<b>CONDITIONS:</b>	<p>Wording as attached plus endorsements, extensions, clauses and memoranda (if applicable) as specified in the Schedule page of the Policy wording.</p> <ol style="list-style-type: none"> <li>(1) CNA Lead Form CNA86238NA (08/18)</li> <li>(2) CNA Endorsements: <ul style="list-style-type: none"> <li>CNA86240XX (7-16) CLLAS Compatible and Allocation Endorsement</li> <li>CNA86239NA (7-16) Carrier Rating Downgrade Endorsement</li> <li>CNA86242XX (7-16) Quota Share Endorsement</li> <li>CNA86241XX (7-16) Service of Suit Endorsement</li> <li>CNA98216XX (4-20) Trade and Economic Sanctions Endorsement</li> </ul> </li> <li>(3) Amendatory Endorsement No. 1, as attached</li> <li>(4) CLLAS Compatible and Allocation Endorsement, as attached</li> <li>(5) NMA1256 – Nuclear Incident Exclusion Clause – Liability – Direct (Broad) – U.S.A., as attached</li> <li>(6) NMA1477 – Radioactive Contamination Exclusion Clause – Liability – Direct – (U.S.A.), as attached</li> <li>(7) NMA2918 – War and Terrorism Exclusion Endorsement, as attached</li> <li>(8) NMA1998 – Service of Suite Clause (U.S.A.), as attached naming Mendes &amp; Mount LLP, New York</li> <li>(9) IUA 04-017 – Professional Indemnity Cyber and Data Protection Law Endorsement</li> <li>(10) LMA3100A – Sanctions Limitation Clause</li> </ol>	

It is hereby understood and agreed by any and all underwriters subscribing to this insurance that any subjectivity that has been raised within a quote MRC or quote sheet or otherwise shall be treated as having no application if not included within this final placement MRC. It is incumbent on underwriters to ensure inclusion within the provisions of the final placement MRC any subjectivity which they wish to apply the cover.

### Authority Provisions

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; or

If the Contract Leader is not so authorised or has not issued notice, any (re)insurer may issue such notice in respect of its own participation.

### CHOICE OF LAW AND JURISDICTION:

#### Choice of Law:

This insurance shall be governed by and construed in accordance with the laws of the Province of Ontario.

#### Choice of Jurisdiction:

Any disputes arising under, out of or in connection with this insurance shall be exclusively subject to the jurisdiction of any competent court in the Province of Ontario.

Any provision in any form specified in the Conditions which provides for any law and/or practice other than that stated in this Choice of Law and Jurisdiction is deemed deleted.

### PREMIUM:

**Gross Premium:** USD 263,000

### PREMIUM PAYMENT TERMS:

LSW3001 Premium Payment Clause, as attached.  
Appointed Broker is Ardonagh Specialty Limited t/a Price Forbes & Partners

### TAXES PAYABLE BY THE INSURED AND ADMINISTERED BY (RE)INSURERS:

None applicable as at Inception Date. Subject to automatic amendment during the period of insurance, without Insurers' prior approval, effective from the date of any legislative change affecting the taxation applicable to this contract.

### (RE)INSURER CONTRACT DOCUMENTATION:

This document and all attachments including any wording, details the contract terms entered into by the Insurers and constitutes the contract document.

No further contractual documentation is to be issued unless specifically requested by the Insured, however **Price Forbes** and/or their agents are authorised to issue any and all documents as may be required in evidence of the insurance hereby provided.

For contract changes, the Contract Endorsement(s) signed by Insurers shall form the evidence of the changes agreed. These changes will also apply to any wording that forms part of this contract.

If any attached wording(s) or clauses refer to a policy schedule or declarations which are not present, it is deemed to mean 'Risk Details' and 'Information'.

Wherever the following words appear in this contract, the same shall be deemed to be synonymous:

"Company(ies)", "Underwriter(s)" and "Insurer(s)"

"Policyholder", "Insured", "Assured", "(Re)Insured"

## Information

Underwriting information made available to and/or seen by underwriters during the placing process:

1. No Known Claims Statement signed and dated 17 June 2024 (1 page)
2. Potential Claim Report dated 15 June 2023 (2 pages)
3. CNA Binder (6 pages)
4. Renewal Application signed and dated 3 July 2024 (6 pages)

**PREMIUM PAYMENT CLAUSE**

Notwithstanding any provision to the contrary within this contract or any endorsement hereto, in respect of non payment of premium only the following clause will apply.

The (Re)Insured undertakes that premium will be paid in full to (Re)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 (Re)Insurers by the 60th day from the inception of this contract (and, in respect of instalment premiums, by the date they are due) (Re)Insurers shall have the right to cancel this contract by notifying the (Re)Insured via the broker in writing. In the event of cancellation, premium is due to (Re)Insurers on a pro rata basis for the period that (Re)Insurers are on risk but the full contract premium shall be payable to (Re)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 (Re)Insurers shall give not less than 60 days prior notice of cancellation to the (Re)Insured via the broker. If premium due is paid in full to (Re)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

## Security Details

**(RE)INSURERS'  
LIABILITY:**

(Re)Insurer's liability several not joint

The liability of an Insurer under this contract is several and not joint with other Insurers party to this contract. An Insurer is liable only for the proportion of liability it has underwritten. An Insurer is not jointly liable for the proportion of liability underwritten by any other Insurer. Nor is an Insurer otherwise responsible for any liability of any other Insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an 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 an 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 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 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 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.

LMA3333

21 June 2007

**ORDER HEREON:**

17% of 100% of limits and amount herein

**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. 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 (re)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 disproportionate signing of insurers' lines can be affected without further specific agreement of insurers, providing that any such variation is made prior to the commencement date of the period of insurance, and that lines written "to stand" may not be varied without the documented agreement of those insurers.
- c) 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 the agreement.

**WRITTEN LINES:****Mode of Execution Clause**

This contract and any changes to it may be executed by:

- a) electronic signature technology employing computer software and a digital signature or digitiser pen pad to capture a person's handwritten signature in such a manner that the signature is unique to the person signing, is under the sole control of the person signing, is capable of verification to authenticate the signature and is linked to the document signed in such a manner that if the data is changed, such signature is invalidated;
- b) a unique authorisation provided via a secure electronic trading platform;
- c) a timed and dated authorisation provided via an electronic message/system;
- d) an exchange of facsimile/scanned copies showing the original written ink signature of paper documents;
- e) an original written ink signature of paper documents (or a true representation of a signature, such as a rubber stamp).

The use of any one or a combination of these methods of execution shall constitute a legally binding and valid signing of this contract. This contract may be executed in one or more of the above counterparts, each of which, when duly executed, shall be deemed original.



## Subscription Agreement

**CONTRACT LEADER:** The Contract Leader is as defined in the electronic security details pages attached herein except where shown below:

Lloyd's Syndicate 4000 (HAM)

Wherever the term "Slip Leader" appears throughout this contract it is amended to read and mean "Contract Leader".

**BASIS OF AGREEMENT TO CONTRACT CHANGES:** General Underwriting Agreement (February 2014) incorporating GUA Professional Indemnity Schedule - May 2005 except as amended in this Subscription Agreement or in the submission to (re)insurers.

Automatic extension of premium payment warranty / condition to apply to each payment due date or instalment due date of up to 15 days, without Insurers' agreement (binding on all Insurers hereon) and the terms of the Settlement Due Date hereon are deemed similarly extended.

Wherever practicable, between the broker and each (re)insurer which have at any time the ability to send and receive ACORD messages:

1. the broker agrees that any proposed contract change will be requested via an 'ACORD message' or using an ACORD enabled electronic trading platform.
2. whilst the parties may negotiate and agree any contract change in any legally effective manner, each relevant Insurer agrees to respond via an appropriate 'ACORD message' or using an ACORD enabled electronic trading platform.
3. where an Insurer has requested to receive notification of any contract change the broker agrees to send the notification via an 'ACORD message' or using an ACORD enabled electronic trading platform.

Notwithstanding the above, Contract Leader's agreements to final ingoing values, annual re-signing, time on risk signing, schedules, worksheets, clauses, wordings, or attachments forming part of this contract are deemed agreed by all (re)insurers, including any amendments thereto.

Net equivalent brokerage (downwards only) and/or Other Deductions from Premium and/or any amendments to the Order Hereon to be agreed by Contract Leader only on behalf of all (re)insurers hereon.

All extensions to the effective payment date and/or cancellation provisions contained in any premium payment condition clause or warranty, are to be agreed by Contract Leader only on behalf of all (re)insurers hereon.

All period extensions of 31 days or less to be agreed by Contract Leader only on behalf of all (re)insurers hereon.

When details of an agreed endorsement are required to be provided to following Insurers, electronic transmission or fax may be used by **Price Forbes**, as they may deem appropriate. If such information is sent electronically, **Price Forbes** is not to be held responsible for the message failing to arrive or being corrupted or distorted during transmission.

If required, Contract Leader is authorised to agree a final version of the agreed slip, and/or endorsement(s) thereto, on behalf of all (re)insurers.

As Evidence of Cover to the client, **Price Forbes** has the option of providing either an Evidence of Cover (EOC) document comprising a copy of the Risk Details and Information, together with a summary of the security and signed lines or a Broker Insurance Document (BID) comprising a copy of the wording(s), together with a summary of the security and signed lines. Unless requested by the (Re)Insured or (Re)Insurers, no formal policy is to be issued.

Where applicable, coverage for U.S. Terrorism Risk Insurance Act 2002 ((TRIA) including subsequent amendments/extensions/reauthorisations thereof) is to be agreed

and the issuing of notice to be addressed by Contract and/or Bureau Leader only. Should the Act (or amendments/extensions/reauthorisations thereof) expire during the currency of this policy, TRIA coverage shall continue as required by such Act (or extensions and reauthorisations thereof) until the natural expiry date of the policy provided re-enactment takes place. Should re-enactment not take place, TRIA coverage will expire simultaneously with the Act.

**OTHER AGREEMENT PARTIES FOR CONTRACT CHANGES, FOR PART 2 GUA CHANGES ONLY:**

Unless any Other Agreement Parties for Contract Changes are stated either

- a) within the electronic security details pages attached herein,
- b) specified in a clause or wording included within this MRC, or
- c) detailed below,

the Agreement Parties for Contract Changes for Part 2 GUA changes will be none.

**AGREEMENT PARTIES FOR CONTRACT CHANGES, FOR THEIR PROPORTION ONLY:**

Unless any Other Agreement Parties for Contract Changes are stated either

- a) within the electronic security details pages attached herein,
- b) specified in a clause or wording included within this MRC, or
- c) detailed below,

the Agreement Parties for Contract Changes for their proportion only will be none.

**BASIS OF CLAIMS AGREEMENT:**

To be managed in accordance with

**Single Claims Agreement Party (SCAP) Arrangement:** The Single Claims Agreement Party Arrangements (LMA9150) for claims or circumstances assigned as Single Claims Agreement Part Claims (SCAP claims) where there are both Lloyd's and non-Lloyd's participants, or, where it is not applicable, then the following shall apply as appropriate:

**Lloyd's Claims Scheme:** The Lloyd's Claims Scheme (Combined) as prescribed by Lloyd's, as amended from time to time, or any successor thereto.

**IUA Claims Agreement Practices:** International Underwriting Association of London IUA claims agreement practices.

**Individual (Re)Insurer Agreement:** The practices of any (re)insurers electing to agree claims in respect of their own participation.

The applicable arrangements (scheme, agreement, or practices) will be determined by the rules and scope of said arrangements and should be referred to as appropriate.

**CLAIMS AGREEMENT PARTIES:**

- A. Claims falling within the scope of the LMA9150 to be agreed by Contract Leader only on behalf of all (re)insurers subscribing (1) to this Contract on the same contractual terms (other than premium and brokerage) and (2) to these Arrangements.

For the purposes of calculating the Threshold Amount, the sterling rate on the date that a financial value of the claim is first established by the Contract Leader shall be used and the rate of exchange shall be the Bank of England spot rate for the purchase of sterling at the time of the deemed conversion.

- B. For all other claims:

- I. For Lloyd's syndicates

The leading Lloyd's syndicate and, where required by the applicable Lloyd's Claims Scheme, the second Lloyd's syndicate is as defined in the electronic security details pages attached herein except where shown below:

**The leading Lloyd's Syndicate: as per electronic security details**

**The second Lloyd's Syndicate: as per electronic security details**

Where the leading and / or second Lloyd's syndicate is not defined within this heading or the electronic security details pages, then the leading Lloyd's syndicate shall be the Lloyd's Bureau Leader.

The second Lloyd's syndicate shall be:

Lloyd's Syndicate 4444 (CNP)

- i) For physical (non-electronic) placements, the first Lloyd's syndicate stamp (excluding the Lloyd's Bureau Leader stamp);
- ii) For electronic placement, the largest Lloyd's syndicate stamp (excluding the Lloyd's Bureau Leader stamp).

In the event that two or more stamps are implicated, the second Lloyd's syndicate shall be the first stamp to appear after leading Lloyd's syndicate or, when stamps have been obtained electronically, the earliest of the corresponding lines entered.

In the event that two or more stamps are implicated, the second managing agent shall be the first stamp to appear after leading managing agent or, when stamps have been obtained electronically, the earliest of the corresponding lines entered.

Where the Lloyd's and IUA claims agreement parties disagree, all other subscribing (re)insurers agree each in respect of their own participation.

- II. Notwithstanding anything contained in the above to the contrary, any ex-gratia payments to be agreed by each (re)insurer for their own participation.

#### CLAIMS ADMINISTRATION:

Current Xchanging Claims Services claims procedures to be followed where applicable.

IUA Contractual Condition to apply in respect of CLASS circulations to IUA following market.

Broker is to enter claims advices, via ECF, onto CLASS system as appropriate, for agreement by Insurers.

Distribution of claim file information to Insurers by **Price Forbes** may be by electronic (or paper) means, as they may deem appropriate.

Unless specified otherwise by **Price Forbes** or within the Risk Details, upon submission of a collection to Insurers, such Insurers agree to make payment to **Price Forbes** within 10 working days following agreement by all applicable Claims Agreement Parties.

**Price Forbes** and Insurers agree that any claims hereunder (including any claims related costs/fees) may be notified and administered via ECF with any payment(s) processed via CLASS.

**Price Forbes** and Insurers further agree that any claims notified hereunder to **Price Forbes** shall be deemed notified to Insurers on the same time/day.

All non-bureau and overseas markets are to settle by electronic transfer.

#### RULES AND EXTENT OF ANY OTHER DELEGATED CLAIMS AUTHORITY:

None, unless otherwise specified here by any of the Claims Agreement Parties shown above.

#### EXPERT FEES COLLECTION:

Appointed expert(s) to collect their own fees, unless there is an agreement with **Price Forbes** that specifies otherwise.

#### MISCELLANEOUS MONIES:

Ardonagh Specialty Limited t/a Price Forbes & Partners will hold all monies which are not Client monies (e.g. loss adjusters' fees, salvage recoveries, engineering fees) on behalf of Insurers. Insurers agree that all such monies may be co-mingled in the **Price**

**Forbes** non-statutory trust fund established in accordance with FCA regulation (specifically CASS 5.4) and accept that their interests in the said fund are subordinated to the interests of the Clients of Ardonagh Specialty Limited t/a Price Forbes & Partners

**SETTLEMENT  
DETAILS:**

**Settlement Due Date:** 04 September 2024

**BUREAU(X)  
ARRANGEMENTS:**

Premium and/or accounts to be presented to Xchanging Ins-sure Services. Accounts to be presented on a delinked basis, where considered appropriate.

Premium payment requirements are deemed met if premium and/or accounts are presented and/or correctly released for settlement to Xchanging Ins-sure Services in line with bureaux procedures on or before the Settlement Due Date (SDD). Where the SDD or due date falls upon a weekend or public holiday, presentation to Xchanging Ins-sure Services as applicable on the next working day thereafter will be deemed to be in compliance with the SDD and/or any Premium Payment Warranty (PPW) or Premium Condition (PPC).

Where any PPW or PPC is extended beyond or requires payment by a later date than the SDD, the SDD is deemed to have been automatically amended to the same date as the PPW or PPC due date and shall not be recorded as late.

In the eventuality that there is an Endorsement to this contract that requires the payment of an Additional Premium, then, in the absence of an insurer specifying a Settlement Due Date (SDD) for the amendment, the SDD will be calculated by applying the Terms of Trade (TOT) for the original premium to the date on which the final insurer agreement is obtained for the Endorsement or from the effective date of the Endorsement, whichever is the later.

In the event the **Settlement Due Date** (as detailed in **Subscription Agreement**) and/or the **Risk Code** and/or **Year of Account** (as detailed in **Fiscal and Regulatory** if applicable) differ from those shown in the Security Schedule attached hereto, the information recorded in the Security Schedule shall take precedence.

In the event of partial premium being received from the Insured by **Price Forbes**, Insurers agree to accept such premium and Xchanging Ins-sure Services are authorised to take down such premium including from individual insureds and/or territories as required.

Xchanging Ins-sure Services are authorised to accept annual premium resigning and to allocate annual premiums to their respective years of account. Alternatively, premium in respect of subsequent periods beyond the first annual period may be paid to the first year of account.

Xchanging Ins-sure Services are authorised to accept and settle accounts, received by **Price Forbes** in convertible currencies, at rates of exchange declared by **Price Forbes**.

Insurers instruct Xchanging to accept tax schedule, premium and deduction pages, or similar without sight of agreement from insurers on the understanding that **Price Forbes** have obtained agreement thereto from the applicable insurers using PPL.

Instalments where applicable to be signed as de-linked additional premiums.

**Premium Processing Clause**

Where the premium is to be paid through Xchanging Ins-sure Services (XIS), payment to (re)insurers will be deemed to occur on the day that a delinked premium is released for settlement by the Appointed Broker or in the case of non-delinked premiums, on the day that the error-free Premium Advice Note (PAN) is submitted to XIS.

Where premiums are to be paid by instalments under the Deferred Account scheme, and the Appointed Broker does not receive the premium in time to comply with the agreed settlement date for the second or subsequent instalment, the Appointed Broker, if electing to suspend the automatic debiting of the relevant deferred instalment, shall advise the Slip Leader in writing and instruct XIS accordingly. XIS shall then notify

(Re)Insurers. Payment to any entity within the same group of companies as the Appointed Broker will be deemed to be payment to the Appointed Broker.

Nothing in this clause shall be construed to override the terms of any Premium Payment Warranty or Clause or any Termination or Cancellation provision contained in this contract. Furthermore, any amendment to the Settlement Due Date of a premium instalment as a result of the operation of this Premium Processing Clause shall not amend the date that such instalment is deemed to be due for the purposes of such Premium Payment Warranty or Clause or Termination or Cancellation provision unless (Re)Insurers expressly agree otherwise.

Appointed Broker: Ardonagh Specialty Limited t/a Price Forbes & Partners

14/12/09

LSW3003

#### NON-BUREAU ARRANGEMENTS:

All non-bureaux companies hereon, including overseas insurers, hereby authorise the leading non-bureaux company to sign policies, endorsements and renewal receipts on their behalf without production of signed authorisation forms or equivalent documentation.

Premiums, additional premiums, returns premiums, adjustments, cancellations, non-premium endorsements and/or claims may be agreed and collected on certified copies of slips, off-slip and/or to accept renewal receipts, all without production of the policy or the expiring slip, as required.

Where any PPW or PPC is extended beyond or requires payment by a later date than the SDD, the SDD is deemed to have been automatically amended to the same date as the PPW or PPC due date and shall not be recorded as late signed.

It is noted and agreed that in the eventuality that there is an Endorsement to this contract that requires the payment of an Additional Premium, then, in the absence of an insurer specifying a Settlement Due Date (SDD) for the amendment, the SDD will be calculated by applying the Terms of Trade (TOT) for the original premium to the date on which the final insurer agreement is obtained for the Endorsement or from the effective date of the Endorsement, whichever is the later.

Insurers agree to accept premium payment in EUR, USD and/or GBP at rate of exchange obtained by **Price Forbes**.

For non-bureaux markets, premiums that are not subject to any tax may be processed and settled to insurers as one combined premium. Allocation of premium to coding not to apply.

#### NOTICE OF CANCELLATION PROVISIONS:

##### Format and Delivery Provisions

Any Notice of Cancellation shall be issued to the broker by email to [guyrobinson@priceforbes.com](mailto:guyrobinson@priceforbes.com) and [noticeofcancellation@ardonaghspecialty.com](mailto:noticeofcancellation@ardonaghspecialty.com)

Failure to comply with this delivery requirement will make the notice null and void. Delivery of the notice in accordance with this delivery requirement is effective immediately that it is sent unless the underwriter receives a notice of failure of delivery irrespective of whether the broker has acknowledged receipt.

If notice is given by the Contract Leader on behalf of all participating (re)insurers, the broker will provide all followers with a copy of the notice without undue delay and in any event prior to expiry of the Notice.

## Fiscal and Regulatory

<b>TAXES PAYABLE AND ADMINISTERED BY (RE)INSURERS:</b>	None applicable as at Inception Date. Subject to automatic amendment during the period of insurance, without Insurers' prior approval, effective from the date of any legislative change affecting the taxation applicable to this contract.	
<b>REGULATORY RISK LOCATION:</b>	<b>Territory:</b>	U.S.A.
	<b>Premium Allocation:</b>	100%
<b>OVERSEAS BROKER:</b>	<b>Name:</b>	Specialty Program Group LLC
	<b>Role:</b>	Other Broker
	<b>Street No. and Street:</b>	480 Norristown Road 2 <sup>nd</sup> Floor
	<b>City:</b>	Blue Bell
	<b>Zip or Postcode:</b>	PA 19422
	<b>Country:</b>	U.S.A.
<b>US CLASSIFICATION:</b>	US Surplus Lines	
<b>SURPLUS LINES BROKER:</b>	<b>Name:</b>	Shawn Flanagan, RPLU Senior Vice President Program Brokerage Corp (PBC)
	<b>Street No. and Street:</b>	480 Norristown Road 2 <sup>nd</sup> Floor
	<b>City:</b>	Blue Bell
	<b>Zip or Postcode:</b>	PA 19422
	<b>Country:</b>	U.S.A.
<b>STATE OF FILING:</b>	New York	
<b>ALLOCATION OF PREMIUM TO CODING:</b>	<b>Risk Code:</b>	E2
	<b>Premium Allocation:</b>	100%
	In the event the Risk Code differs from that shown in the Security Schedule attached hereto, the information recorded in the Security Schedule shall take precedence	
<b>REGULATORY INSURED CLASSIFICATION:</b>	Commercial - Other	

Broker Remuneration and Deductions

<b>FEE PAYABLE BY CLIENT:</b>	No	
<b>TOTAL BROKERAGE:</b>	<b>Brokerage percentage:</b>	22.50% of Gross Premium
<b>OTHER DEDUCTIONS FROM PREMIUM:</b>	None	

## DECLARATIONS

Policy Number: FO2400047

**NOTICE: THIS IS A CLAIMS MADE POLICY, WHICH APPLIES ONLY TO "CLAIMS" FIRST MADE DURING THE "POLICY PERIOD", OR ANY EXTENDED REPORTING PERIOD. THE LIMIT OF LIABILITY TO PAY DAMAGES OR SETTLEMENTS WILL BE REDUCED AND MAY BE EXHAUSTED BY "DEFENSE COSTS", AND "DEFENSE COSTS" WILL BE APPLIED TO AGAINST THE RETENTION AMOUNT. IN NO EVENT WILL THE UNDERWRITERS BE LIABLE FOR "DEFENSE COSTS" OR THE AMOUNT OF ANY JUDGMENT OR SETTLEMENT IN EXCESS OF THE APPLICABLE LIMIT OF LIABILITY. THE COVERAGE AFFORDED UNDER THIS POLICY DIFFERS IN SOME RESPECTS FROM THAT AFFORDED UNDER OTHER POLICIES. READ THE ENTIRE POLICY CAREFULLY**

Item 1. FIRM:

Davies Ward Phillips & Vineberg (a New York partnership)  
900 Third Avenue, 24th Floor, New York, NY 10022, U.S.A.

Item 2. PREDECESSOR FIRM(S)

None

Item 3. POLICY PERIOD

(A) Inception Date: 01 July 2024  
(B) Expiration Date: 01 July 2025  
Both days at 12:01 a.m. at the Address in ITEM 1

Item 4. LIMITS OF LIABILITY (inclusive of Defense Costs):

(A) USD 30,000,000 maximum limit of liability each **Claim**  
(B) USD 30,000,000 maximum aggregate limit of liability under this Policy for all **Claims**

Item 5. RETENTION AMOUNT:

USD 350,000 per **Claim**, including Defense Costs

Item 6. EXTENDED REPORTING PERIOD:

(A) Additional Period	(B) Additional Premium
1 Year	150% of Annual Premium
2 Year	225% of Annual Premium
3 Year	300% of Annual Premium

Item 7. PENDING OR PRIOR DATE:

01 July 2007 at 12:01 a.m. at the Address in Item 1

Item 8. PREMIUM:

USD 263,000

Item 9. INSURERS AND PARTICIPATIONS

Certain Underwriters at Lloyd's: 17.00% of 100.00% of the LIMIT and PREMIUM

**These Declarations, the completed signed Application and this Policy with Endorsements shall constitute the contract between the Insured and the Underwriters.**



ATTACHING TO AND FORMING PART OF POLICY NUMBER NM2300007

ISSUED TO: Davies Ward Phillips & Vineberg (a New York partnership)

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ENDORSEMENT NUMBER: ONE

Insurers hereby agree to amend III. EXCLUSIONS (B) (2) to read as follows:

- (2) based upon, arising from or in consequence of any deliberately fraudulent or dishonest act or omission or any wilful violation of any statute or regulation by such Insured, or any libel or slander committed by such Insured with knowledge of its falsity. However, nothing contained in the foregoing shall exclude coverage to any other insured, who was not so adjudged to have committed such fraud or dishonesty as described.

## **NUCLEAR INCIDENT EXCLUSION CLAUSE-LIABILITY-DIRECT (BROAD) (U.S.A.)**

For attachment to insurances of the following classifications in the U.S.A., its Territories and Possessions, Puerto Rico and the Canal Zone:

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability), not being insurances of the classifications to which the Nuclear Incident Exclusion Clause-Liability-Direct (Limited) applies.

This Policy\* does not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction
  - (a) with respect to which an insured under the Policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
  - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
  - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
  - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
  - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
- IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or by-product material; "source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing by-product material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235, any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

\* NOTE: As respects policies which afford liability coverages and other forms of coverage in addition, the words underlined should be amended to designate the liability coverage to which this clause is to apply.

NMA1256

17/03/1960

## **RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE-LIABILITY-DIRECT (U.S.A.)**

For attachment (in addition to the appropriate Nuclear Incident Exclusion Clause-Liability-Direct) to liability insurances affording worldwide coverage.

In relation to liability arising outside the U.S.A., its Territories or Possessions, Puerto Rico or the Canal Zone, this Policy does not cover any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

NMA1477

13/02/1964

## **WAR AND TERRORISM EXCLUSION ENDORSEMENT**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

1. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
2. any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 1 and/or 2 above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

08/10/01  
NMA2918

### **SERVICE OF SUIT CLAUSE (U.S.A.)**

It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Insured (or Reinsured), will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States.

It is further agreed that service of process in such suit may be made upon {Response} and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Insured (or Reinsured) to give a written undertaking to the Insured (or Reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured (or Reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

24/4/86  
NMA1998

## PROFESSIONAL INDEMNITY CYBER AND DATA PROTECTION LAW ENDORSEMENT

- 1) This endorsement takes priority over any other provision in this contract.
- 2) Save as expressly provided in this endorsement, or by other restrictions in this contract specifically relating to the use of, or inability to use, a **Computer System**, no cover otherwise provided under this contract shall be restricted solely due to the use of, or inability to use, a **Computer System**.
- 3) This contract excludes any loss, damage, liability, claim, costs, expense, fines, penalties, mitigation costs or any other amount directly caused by, directly resulting from or directly arising out of:
  - a) a **Cyber Act**; or
  - b) any partial or total unavailability or failure of any **Computer System**;  
  
provided the **Computer System** is owned or controlled by the insured or any other party acting on behalf of the insured in either case; or
  - c) the receipt or transmission of malware, malicious code or similar by the insured or any other party acting on behalf of the insured.
- 4) This contract excludes any loss, damage, liability, claim, costs, expense, fines, penalties, mitigation costs or any other amount directly or indirectly caused by, directly or indirectly resulting from or directly or indirectly arising out of any failure or interruption of service provided:
  - a) to the insured or any other party acting on behalf of the insured by an internet service provider, telecommunications provider or cloud provider but not including the hosting of hardware and software owned by the insured;
  - b) by any utility provider, but only where such failure or interruption of service impacts a **Computer System** owned or controlled by the insured or any other party acting on behalf of the insured.
- 5) This contract excludes any loss, damage, liability, claim, costs, expense, fines, penalties, mitigation costs or any other amount for actual or alleged breach of **Data Protection Law** by the insured or any other party acting on behalf of the insured.
- 6) Any cover for costs of reconstituting or recovering lost, inaccessible or damaged documents owned or controlled by the insured or any other party acting on behalf of the insured in this contract shall not apply to **Data**.

For the purposes of this endorsement the following definitions apply:

**Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

**Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof, involving access to, processing of, use of or operation of any **Computer System**.

**Data** means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

**Data Protection Law** means any applicable data protection and privacy legislation or regulations in any country, province, state, territory or jurisdiction which govern the use, confidentiality, integrity, security and protection of personal data or any guidance or codes of practice relating to personal data issued by any data protection regulator or authority from time to time (all as amended, updated or re-enacted from time to time).

**IUA 04-017      27.11.2020**



#### **SANCTION LIMITATION AND EXCLUSION CLAUSE**

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)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 or United States of America.

15/09/10  
LMA3100

#### **CHOICE OF LAW & JURISDICTION**

This Contract shall be governed by the laws of the Province of Ontario and the Insurers and the Insured agree to submit to the jurisdiction of the courts of the Province of Ontario in the event of any dispute concerning the interpretation or enforcement of this Contract.

## **PREMIUM PAYMENT CLAUSE**

Notwithstanding any provision to the contrary within this contract or any endorsement hereto, in respect of non-payment of premium only the following clause will apply.

The (Re)Insured undertakes that premium will be paid in full to (Re)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 (Re)Insurers by the 60<sup>th</sup> day from the inception of this contract (and, in respect of instalment premiums, by the date they are due) (Re)Insurers shall have the right to cancel this contract by notifying the (Re)Insured via the broker in writing. In the event of cancellation, premium is due to (Re)Insurers on a pro rata basis for the period that (Re)Insurers are on risk but the full contract premium shall be payable to (Re)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 (Re)Insurers 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 (Re)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.

LSW3001  
September 2008

## **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 be read as a reference to contracts in the plural.

RISK DETAILS

UMR	B0507FO2400047
INSURED	Davies Ward Phillips & Vineberg
TYPE	
INTEREST	
PERIOD	From: 1 July 2024 To: 1 July 2025
SITUATION	

SECURITY DETAILS

INSURER'S WRITTEN  
LINE



10%  
WRITTEN



Y1375V24A000

E2

PS per CC

9.8077%  
SIGNED

YOA: 2024  
19 Jul 2024 09:36 GMT  
**Polly Sharland**  
Lloyd's Underwriter Syndicate No. 4000 HAM



4.25%  
WRITTEN

24LECTIO4837


E2

4.25%  
SIGNED

22 Jul 2024 11:01 GMT  
**Max Gibson**  
Equinox Underwriting. Professional  
Indemnity - 4837 (2024). All Underwriters as  
per LPSO Registered No. 4837 and Binding  
Authority No. B0507E24AFB00010

Line Conditions

- Line to stand.



3%  
WRITTEN

PPL0028124AA

2.9423%  
SIGNED

29 Jul 2024 17:35 GMT  
**Anna Jay**  
Mosaic Syndicate Services Limited  
(115988NMV) LNR24C195 PL S.3 MOS  
1609 50% RNR 1458 10% AFB 5623 6.667%  
FLX 1985 10% MMX 2010 3.333% LRE  
3010 6.667% SII 1945 6.667% HRP 2689  
3.333% BRT 2988 3.333%. Premium/Claims  
settled with MSSL. Claims notifications to be  
sent to ClaimsFNOL@mosaicinsurance.com

# APPENDIX F

Schedule of Claims and Notices As of December 31, 2024

**Name of Firm**

Davies Ward Phillips & Vineberg LLP

**Updated as of (Enter Date):**

December 31, 2024

Please attach separately

## As at: December 31, 2024

Claim No	LS File #	Report Date	Error Date	Insured	Claimant	Close Date	Law Society						CLLAS									
							LS Indemnity Paid	LS Other Paid	LS Legal Paid	LS Indemnity Reserve	LS Legal Reserve	LS Total Incurred	CLLAS Indemnity Paid	CLLAS Legal Paid	CLLAS Adjusting Paid	CLLAS Recov Other Paid	CLLAS Adjusting Reserve	CLLAS Indemnity Reserve	CLLAS Legal Reserve	CLLAS Recov Other Reserve	CLLAS Total Incurred	
CLLAS1988-007	LNR040T	1-Jul-1987	1-Jan-1987	ROBERT T. BAUER	DEVELOPMENT CORPORATION/DUSIT LANES DEV.	17-Nov-1988	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1988-011	L0245	1-Sep-1987	1-Dec-1985	NICHOLAS J. LEBLOVIC	CITIBANK CANADA	1-Jul-1988	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1988-013	L0510	1-Nov-1987	1-Oct-1987	BRIAN K. GRASMUCK	DONALD RIPLEY	1-Jun-1988	\$ -	\$ -	\$ 708	\$ -	\$ -	\$ 708	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1988-018	L0908	1-Feb-1988	1-Mar-1987	EDWARD C. HANNAH	DAVID K. LOWRY	1-Sep-1989	\$ -	\$ -	\$ 15,878	\$ -	\$ -	\$ 15,878	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1988-031	L1490	1-May-1988	1-Feb-1986	Donald C. Stanbury	KEVIN JAMES DWYER	1-Mar-1989	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1988-032	LNR513	28-Jun-1988	1-Jun-1987	CHARLES OVERLAND	AUDREY CAMPBELL	12-Jun-1990	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1988-038	L1035	1-Aug-1987	1-Jul-1986	EDWARD C. HANNAH	ECO CORPORATION	1-Jun-1988	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1988-051	LNR512E	1-Jun-1988	1-Dec-1987	Brian R. Carr	ALBERTO CULVER CANADA INC.	1-Apr-1988	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1988-052	L1657	1-Jun-1988	1-Jul-1987	I. BERL NADLER	CANADIAN MANOIR	1-Nov-1989	\$ -	\$ -	\$ 18	\$ -	\$ -	\$ 18	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1990-025	NO946	1-Jan-1990	1-Oct-1984	JOHN I. LASKIN	COMMODORE BUSINESS LTD	1-Dec-1992	\$ 100,000	\$ -	\$ 72,053	\$ -	\$ -	\$ 172,053	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1991-050	PNR001	1-Dec-1990	1-Nov-1990	Colin Campbell	NLK - CELPAP A.B.	24-Jan-1991	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1992-048	N/A	1-Dec-1991	1-Sep-1990	T.B.A. T.B.A.	TRITEN CORPORATION	1-Jun-1992	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1992-081	Q0213-H	28-Feb-1992	31-May-1990	WILLIAM M. AINLEY	PEOPLES/MONTREAL TRUST/CREDIT LYONN	30-Jun-2003	\$ 628,653	\$ -	\$ 371,347	\$ -	\$ -	\$ 1,000,000	\$ 1,371,347	\$ 8,837	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,380,184
CLLAS1992-107	Q0789	17-Mar-1992	1-Feb-1992	JOHN D. BODRUG	BEAM OF CANADA INC.	1-Sep-1992	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1992-184	P2108	16-Jul-1991			Estate of Anne Fox	30-Jun-1993	\$ 31,883	\$ -	\$ 4,806	\$ -	\$ -	\$ 36,689	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1993-004	Q2072	24-Jul-1992	25-Mar-1992	GREGORY J. HOWARD	ONTARIO RESORTS INC.	1-Jan-1993	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1993-022	Q2919	31-Oct-1992	31-Oct-1990	JOEL T. KISSACK	MACLEOD-STEDMAN INC.	31-Mar-1998	\$ -	\$ -	\$ 9,783	\$ -	\$ -	\$ 9,783	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1993-070	R2290	18-Feb-1993	14-Jun-1989	I. BERL NADLER	Bk of N.S./CIBC/National and Royal/Olympia & York	10-Feb-1994	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1993-074	R0678	31-Mar-1993	30-Jun-1992	ROBYN M. BELL	Garfield's Fashions Limited	23-Jan-1995	\$ -	\$ -	\$ 3,592	\$ -	\$ -	\$ 3,592	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1993-101	R2345	22-Apr-1993	29-Oct-1992	GRAY E. TAYLOR	The Business Depot Ltd.	30-Jun-1993	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1993-132	R2224	29-Jun-1993	30-Apr-1993	John Laskin	Dr. I.S. Rosenhek	24-Mar-1994	\$ -	\$ 606	\$ -	\$ -	\$ -	\$ 606	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1994-001	R2557	16-Jul-1993	1-Jun-1993	JAY A. SWARTZ	Gordon Capital Corporation	14-Nov-2006	\$ -	\$ -	\$ 1,000,000	\$ -	\$ -	\$ 1,000,000	\$ 13,250,000	\$ 2,125,213	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,375,213
CLLAS1994-026	R3263	30-Sep-1993	5-Jan-1993	THOMAS A. SMEE	Ondaatje Managed Investments Limited	8-Mar-1995	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1994-072	S359	7-Feb-1994	1-Feb-1991	ROBYN M. BELL	JONE SCHOEFFEL	9-May-1994	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1994-073	S371	4-Feb-1994	8-Jan-1993	CAROL PENNYCOOK	ODYSSEY PARTNERS, L.P.	14-Apr-1994	\$ -	\$ -	\$ 3,561	\$ -	\$ -	\$ 3,561	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1994-074	S0414-K	10-Feb-1994	1-Feb-1991	MATTHEW GOTTLIEB	HOOGOVENS TECHNICAL SERVICES CANADA LTD.	29-Aug-1994	\$ -	\$ 834	\$ -	\$ -	\$ -	\$ 834	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1994-137	S1697E	6-Jun-1994	1-May-1994	Ronald Wilson	Grant Brown, Hendron Financial Inc.	3-Oct-1994	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1994-142	S1956R	30-Jun-1994	1-Mar-1994	Robyn Bell	Laventhol & Horwarth Limited	14-Nov-1994	\$ -	\$ -	\$ 2,714	\$ -	\$ -	\$ 2,714	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1995-014	S2736	20-Sep-1994	1-Jun-1994	Ian Johnson	Industrial Strategic Capital	17-Mar-1995	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1995-032	S3110	20-Oct-1994	1-Mar-1994	Colin Campbell	Lancaster Funding Inc.	12-Mar-1996	\$ -	\$ -	\$ 9,143	\$ -	\$ -	\$ 9,143	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1995-061	S3605	31-Dec-1994	1-Jun-1994	Sandra A. Forbes	Louis Harris Kalesky	2-Feb-1995	\$ -	\$ -	\$ 4,045	\$ -	\$ -	\$ 4,045	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1995-084	T0187	6-Feb-1995	9-Jan-1994	Berl Nadler	J. Silver Holdings Limited	11-Jul-1997	\$ -	\$ 4,131	\$ 31,717	\$ -	\$ -	\$ 35,848	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1995-091	T0393	17-Mar-1995	25-Jan-1995	John Zinn	Fortis Inc.	18-May-1995	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1995-114	T0522	11-Apr-1995	1-Feb-1991	James Kershaw	Donald D. & Ruth Campbell	14-Aug-1995	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1996-074	U0304	27-Mar-1996	17-Jun-1988	John Zinn	Horizon Limited Partnership	28-Apr-2005	\$ -	\$ -	\$ 112,841	\$ -	\$ -	\$ 112,841	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1997-080	V0316	31-Mar-1997	31-Mar-1997	Arthur Shiff	Cadbury Beverages Canada Inc.	22-Oct-1997	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1997-090	V0530	7-May-1997	31-Aug-1989	David W. Smith	Toronto-Dominion Bank (Re: GW-CG Investments Ltd)	15-Jul-2002	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1997-112	V0770	19-Jun-1997	1-Feb-1990	Donald C. Stanbury	CMIL Industries	20-Oct-1998	\$ -	\$ -	\$ 4,926	\$ -	\$ -	\$ 4,926	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1999-020	W1160	11-Sep-1998	30-Jan-1995	J. Berl Nadler	Union Industries Inc./BeckettTech.	3-Oct-2000	\$ -	\$ -	\$ 138,198	\$ -	\$ -	\$ 138,198	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1999-040	W1556	18-Nov-1998		Steven B. Sharpe	Chrysler Canada/Canada Trust Co. et al	28-Jan-1999	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1999-102	X0723	16-Jun-1999	6-Nov-1998	David Dell	Festival Hall Developments Limited	20-Jun-2002	\$ -	\$ -	\$ 56,098	\$ -	\$ -	\$ 56,098	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS1999-114	X0815	29-Jun-1999		David/Ian Smith/Crosbi	Onex Corporation	6-Dec-1999	\$ -	\$ 19,742	\$ 143	\$ -	\$ -	\$ 19,885	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2000-067	X1685	31-Dec-1999	13-Oct-1999	Mark Hayes	Armstrong Holdings Inc/TV RadioNow Corp.	27-Jul-2000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2000-140	Y0770	30-Jun-2000	1-May-1984	Courtney Foster	Canplas Industries Ltd.	21-Nov-2000	\$ -	\$ 440	\$ 702	\$ -	\$ -	\$ 1,142	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2001-060	Y1565	9-Jan-2001	6-Nov-2000	Gillian Stacey	Patheon Inc.	9-Feb-2001	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2001-081	Z0223	7-Mar-2001	14-Sep-1998	Patrick Barry	BMO Nesbitt Burns Equity Partners Inc.	11-Oct-2001	\$ -	\$ -	\$ 4,358	\$ -	\$ -	\$ 4,358	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2001-112	LBQ	27-Apr-2001		Daniel S. Miller	Mamma.Com Inc./Intasys Corp.	30-Jun-2001	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2002-013	LBQ	31-Jul-2001		Katherine Peacocke	Anmara Corporation	10-Oct-2002	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2002-090	LBQ	20-Nov-2001	29-Jul-2001	Janet Ferrier	Congress Financial Corporation (Canada)	31-Mar-2006	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2002-156	LBQ	24-Apr-2002		Hillel W. Rosen	Metro Beaute Limitee	7-May-2002	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2002-168	LBQ	15-May-2002		Genevieve Dufour	Maestro Real Estate Advisors	17-Jun-2002	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2002-174	02E0609	4-Jun-2002	23-May-1997	John Ulmer	Transplan Enterprises Ltd.	31-Oct-2002	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2002-177	02E0606	4-Jun-2002	1-Jul-2001	MATTHEW GOTTLIEB	Shaw Communications Inc.	8-Dec-2003	\$ -	\$ -	\$ 3,352	\$ -	\$ -	\$ 3,352	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2002-183	LBQ	5-Jun-2002		Nathan Boidman	A-Co	31-Mar-2005	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2002-218	02E0722	28-Jun-2002	8-Apr-1999	Gary Edward Taylor	Toromont Enengry Limited	16-Jul-2003	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2003-017	02E0935	13-Aug-2002	31-May-2001	Ian Crosbie	Onex Corporation (re Sky Chefs)	31-Dec-2006	\$ 200,400	\$ -	\$ -	\$ -	\$ -	\$ 200,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2004-152	LBQ	30-Apr-2004		Mathieu Bouchard	Ralph Faraggl and Robert Langlois	22-Jun-2006	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2005-048	LBQ	29-Nov-2004		Denis Ferland	Eaux Vives Harriacanad Inc.	16-Feb-2007	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2005-049	LBQ	10-Dec-2004		George R. Hendy	Michel Abaziou (client Bellingham)	23-Feb-2005	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -







Claim No	LS File #	Report Date	Error Date	Insured	Claimant	Close Date	Law Society						CLLAS									
							LS Indemnity Paid	LS Other Paid	LS Legal Paid	LS Indemnity Reserve	LS Legal Reserve	LS Total Incurred	CLLAS Indemnity Paid	CLLAS Legal Paid	CLLAS Adjusting Paid	CLLAS Recov Other Paid	CLLAS Adjusting Reserve	CLLAS Indemnity Reserve	CLLAS Legal Reserve	CLLAS Recov Other Reserve	CLLAS Total Incurred	
CLLAS2023-124	23-0032	20-Apr-2023		Brian Bloom,Louis-Martin O'Neill	Plus Company Americas Inc.,Plus Company Canada Inc.,7597851 Canada Inc.,Cossette Digital Inc.,Jungle Media Inc.,V7M Inc.,Impact Research Inc.,4540948 Canada Inc.		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2023-143	Int'l - NY	15-Jun-2023		Gregg Benson	Joddes Limited		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2024-034	23-0326	3-Oct-2023	20-Dec-2022	Marie-France Dompierre,James Trougakos	Michael Lackstone,Peter Turner	14-Jun-2024	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2024-055	Int'l - NY	10-Nov-2023	26-Dec-2022	Peter Glicklich	Vivian Muller		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2024-060	23E-6231	13-Nov-2023		Luis Sarabia	Dr. Raza Bokhari	9-Jul-2024	\$ -	\$ -	\$ 7,094	\$ -	\$ -	\$ 7,094	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2024-066	23E-6336	23-Nov-2023	16-Sep-2019	Steven Frankel	Unisync Corp.,Unisync Group Limited	13-Mar-2024	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2024-077	No CST/23E-6604	18-Dec-2023	1-Aug-2021	Ray Rubin	Estate of Tova/Gita Markovzki,Eve Barris		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2024-079	23E-6662	22-Dec-2023	23-Aug-2023	Natasha MacParland	Ironbridge Equity Partners (International) IV, LP,Ironbridge Equity Partners IV, LP	21-Aug-2024	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2024-091	23-0495	16-Jan-2024	26-Dec-2023	Marc-André Boutin	Terrapure BR Ltd.,Terrapure BR LP	13-Mar-2024	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2024-165	24E-8326	28-May-2024	1-Nov-2023	Ray Rubin	Jeremiah Jesin-Neuberger	13-Sep-2024	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2024-174	Int'l - NY	17-Jun-2024		Marc Berger	Goodman Davis Family L.P.		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2024-180	24E-8579	21-Jun-2024		Brooke Jamison	500 Luchadores II, L. P.	20-Nov-2024	\$ -	\$ -	\$ 2,151	\$ -	\$ -	\$ 2,151	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2024-188	24-0168	28-Jun-2024	1-Jun-2022	Robert S. Vineberg	I.M.P. Group Limited,Image Air Charter Ltd.		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2025-028	24-0319	24-Sep-2024	1-May-2024	Marie-France Dompierre,Marc Pietro Allard	Les marchés Louise Ménard	12-Dec-2024	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2025-032	24E-9624	3-Oct-2024		Matthew Milne-Smith	West Face Capital Inc.	17-Oct-2024	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2025-070	24E-10392	6-Dec-2024	29-Aug-2024	Joel Scoler	The Bank of Nova Scotia		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CLLAS2025-078	24E-10551	20-Dec-2024		John Ulmer	Ada Reichmann,Jarwick Developments Inc.,Abraham Reichmann		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total							\$ 11,050,915	\$ 25,753	\$ 2,712,062	\$ 200,000	\$ 104,210	\$ 14,092,940	\$ 15,519,673	\$ 2,323,172	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,842,845

# APPENDIX G

## Risk Management Policies and Procedures

### Name of Firm

Davies Ward Phillips & Vineberg 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.

**Please attach separately**

## **Risk Management Policies**

The following is a summary of key risk management policies adopted by Davies Ward Phillips & Vineberg LLP (the “Firm”):

### **Anti-Corruption**

- Policy to ensure that firm personnel do not engage or condone corrupt practices and are aware of applicable anti-bribery and anti-corruption laws.

### **Anti-Trust/Competition**

- The Firm and all its personnel are instructed at all times to comply with all applicable competition laws. As a practical matter, the key provisions of Canadian and U.S. competition laws applicable to the Firm are prohibitions on anti-competitive agreements between competitors.

### **Artificial Intelligence Tools; AI and Generative AI Use by Law Students, Articling Students/Stagiaires**

- Establishes guidelines for the use of artificial intelligence tools and a subset of AI tools known as generative AI tools.

### **Auditors’ Response Letters**

- Specifies procedures for responding to auditors’ letters by the Firm on behalf of its clients.

### **Client Identification/Verification**

- Outlines client verification and identification requirements of the Law Society of Ontario and the Barreau du Québec and internal firm procedures to be followed in complying with such requirements.

### **Confidentiality**

- Outlines legal and professional obligations of partners and employees of the Firm regarding confidential information.

### **Conflict Searches**

- Specifies procedures for conflict checks when opening all new files and, where appropriate, provides for establishing of “ethical walls” in accordance with applicable laws and law society guidelines.

### **Director, Officer Trustee & Executor Positions**

- Outlines risks associated with accepting such positions and procedures to be followed, including Management Committee approval.

### **Email**

- Establishes standards for email usage and storage of email records.

### **Escrow Agent Arrangements**

- Outlines firm policy, procedures and requirements to be followed when the Firm is acting as escrow agent.

### **Ethical Walls and Restricted Access Matters**

- Provides information as to the purpose and types of ethical walls and matters that are required to be maintained on a restricted access basis and sets out procedure for establishing and updating same.

### **External Communications**

- Specifies guidelines regarding public comments about business or legal issues, including how to deal with media inquiries.

### **Information Security and Technology Policy**

- Sets out information and requirements for all members of the Firm relating to access to, and use of, confidential information, Firm technology and the Firm's computer network.

### **Management of Client Files**

- Outlines procedures for how documents should be dealt with throughout the course, and at the end, of a matter, the management/destruction of paper copies and the maintenance of electronic versions.

### **Opinions**

- Sets out procedures for review and approval of all Firm opinions.

### **Retention and Disposal of Client Files**

- Sets out the Firm's retention policy.

### **Securities Trading**

- Outlines legal and professional obligations regarding trading in securities, including procedures to be followed regarding the firm's restricted securities list.

### **Shredding**

- Specifies procedures for shredding and disposing of confidential materials.

### **Social Media and Online Networking**

- Outlines appropriate and responsible use of social media by Firm members, in order to ensure compliance with professional and ethical obligations, applicable laws and the Firm's other policies and procedures.

**Substance Use**

- Policy regarding use or misuse of substances, including alcohol, cannabis, illicit or prescription drugs or other controlled substances.

**Terms and Conditions Governing Ethical Walls and Restricted Access Matters**

- Sets out the terms and conditions with which Firm members must comply when given access to matters which are subject to an ethical wall or maintained on a restricted access basis.

**Wire Transfers out of Trust Accounts**

- Procedures to be followed for wiring funds out of the Firm's trust account, including verbal confirmation of wire transfer instructions.

In 2007, 2015 and 2020, the Firm underwent a comprehensive risk management audit conducted by John L. Walker, Barrister and Solicitor (now Walker Sorenson LLP) which involved a review of the risk management policies and procedures of all the Firm's offices.

# APPENDIX H

## Cyber Liability

### Name of Firm

Davies Ward Phillips & Vineberg LLP

1	Personnel	Enter Yes or No
a)	Do you have a Chief Security Officer or Chief Information Security Officer or equivalent?	Yes
	<p>If "no", who within the Firm is responsible for the management of and compliance with the Firm's Security Policies?</p>	
b)	Do you have a Chief Privacy Officer or equivalent?	Yes
	<p>If "no", who within the Firm is responsible for the management of and compliance with the Firm's Privacy Policies?</p>	
2	Protection	Enter Yes or No
a)	Do you use encryption tools to enhance the integrity and confidentiality of confidential information?	Yes
	<p>If you use encryption tools, in which scenarios is data encrypted? (Check all statements that you believe are applicable.)</p>	
	- Data at rest	Yes
	- Data in transit	Yes
	- Data transferred to removable media (laptops, CD's, backup tapes, USB devices, etc.)	Yes
	- None of the above	
b)	Do you use and regularly update industry-standard antivirus software?	Yes
c)	Do you install the latest software updates to reduce security vulnerabilities?	Yes
d)	Do you require that passwords be a minimum length and contain alpha and numeric characters?	Yes
e)	Do you require that passwords be regularly updated?	Yes
f)	Do you check to make sure that no spyware or adware resides on your computers?	Yes
g)	Do you use and regularly update industry-standard firewall protection systems to prevent unauthorized access to internal networks and computer systems?	Yes
h)	Is the data on your servers encrypted?	Yes
i)	Is the data on your desktop and laptop computers encrypted?	Yes
j)	Is the data on your mobile devices encrypted?	Yes
k)	Have predesignated computer system/application access rights and privileges been set for all authorized users?	Yes
l)	Is there hourly or daily automatic backup of documents and emails?	Yes
m)	Is there hourly or daily automatic backup of your firm-wide tickler system and/or your lawyers' own personal tickler systems?	Yes
n)	Are backups stored off-site at a secure location?	Yes
o)	Do you use software that can be used to wipe laptops and mobile devices clean if they are misplaced or stolen?	Yes
p)	Do you use software that can detect unauthorized transfers of personal information and unauthorized copying of files?	Yes
q)	Do you use a metadata scrubber on documents that you transmit to clients or third parties such as opposing counsel?	Yes
r)	Has the firm implemented multi-factor authentication for remote access to firm systems?	Yes
s)	Are security controls consistent across the entire firm?	Yes
3	Incident Report	Enter Yes or No



# APPENDIX H

## Cyber Liability

### Name of Firm

Davies Ward Phillips & Vineberg LLP

Do you have a written network security incident response plan?

Yes

If "yes":

a) Does it include alternative options should a critical third party outsourcing provider's operations be incapacitated?

No

b) Does it include procedures to alert your clients that their data may have been compromised?

Yes

### 4 Policies

Enter Yes or No

a) Do you maintain a comprehensive information security and privacy policy that is updated and enforced on a continuous basis?

Yes

b) Do you advise your lawyers of the risks of using unencrypted email?

Yes

c) Does your firm advise your lawyers of the dangers of metadata?

Yes

d) Do you purchase insurance other than CLLAS coverage to protect you in the case of privacy breaches?

Yes

e) Do you purchase insurance other than CLLAS coverage to protect you in the case of cyber-attacks?

Yes

# APPENDIX I

2025 Professional Liability Insurance Application and  
Exemption Form Submitted to LAWPRO

**Name of Firm**

Davies Ward Phillips & Vineberg LLP

Please attach separately

## Appendix I – LawPro Members Listing (as at December 31, 2024)

Last Name ↕	First Name(s) ↕	LSO # ↕	Policy Bound for 2025 ↕
Alexander	Anthony	35743Q	Yes
Anderson	Christopher	52460E	Yes
Armstrong	Neal	23600K	Yes
Atkinson	Aaron	44490B	Yes
Aujla	Puneet	86835E	Yes
Auvinen	Eric	88448C	Yes
Aziz	John	82123V	Yes
Bahous	Diana	79259Q	Yes
Bakri	Mohamed	89978O	Yes
Balas	Claire	89637D	Yes
Banicevic	Anita	42793G	Yes
Barabash	Robyn	79261T	Yes
Barnes	Alexander	89981N	Yes
Barry	Patrick	34554P	Yes
Basra	Sarbjit	35365N	Yes
Bauer	Robert	15535U	Yes
BEN-ISHAÏ	STEPHANIE FANNY	45884I	Yes
Bennewies	Danica	84859A	No
Berger	Stuart	72815L	Yes
Bilyk	Jonathan	70227M	Yes
Birnbaum	Adam	76920N	Yes
Bloom	Brian	40314W	Yes
Bodrug	John	26825O	Yes
Brazzell	Katrina	77916G	Yes
BRUN	RYAN TAYLOR	84540D	Yes
Buchner	William	56368D	Yes
Burman	Natasha	89997G	Yes
Burstein	Kayla	82161F	Yes
Caines	Ian	63090V	Yes
CAPPARELLI	PAUL ALEXANDER	85388B	Yes
Carlson	Andrew	58850N	Yes
Cartoon	Jessie	90663B	No
Citter	April	87842V	Yes
Cockburn	Adam	90672W	No
Cohen	Shari	69941A	Yes
Colden	Julie	38827M	Yes
Comeau	Gilles	57055Q	Yes
Cormack	Sarah	82189H	Yes
Crosbie	Robert	28382Q	Yes
CSEH	CHANTELLE TERESA MARIE	60620Q	Yes

Curran	Adam	68703C	Yes
Cutler	Steven	58863S	Yes
Da Silva	Stephanie	82193C	Yes
Dalby	Stephen	75426F	Yes
Dang	Sumeet	58243V	Yes
Di Piano	Nicholas	82436T	Yes
Dinning	James	55504B	Yes
DiPonio	Joseph	70574K	Yes
Disney	Michael	19490M	Yes
Dompierre	Marie France	58020T	Yes
DUPONT	GUY	23573M	Yes
Elharrar	Sarah	70284L	Yes
Ellis	Andrew	63637P	Yes
Farovitch	Jonas	77970R	Yes
Finn	Brittany	70880N	Yes
Fiorelli	Amanda	72866A	No
Forbes	Sandra	33253P	Yes
Ford	Sharon	61851I	Yes
Frankel	Steven	58892E	Yes
Franklin	John	82221T	Yes
Fridman	Richard	46783K	Yes
Fynney	Cameron	82457D	Yes
Gao	Rui Zhe	75470W	Yes
GEORGES	DAVID	84734T	Yes
Gotzeva	Ivana	46315P	Yes
GREEN	ZACHARY LOUIS ALBERT	84204S	Yes
Greenspoon	Kevin	56784N	Yes
Grossklaus	Jennifer	45668B	Yes
GUTIERREZ SARABIA	LUIS IGNACIO	37116M	Yes
Habibi	Zagros	86938F	No
Han	Sabina	49027S	Yes
Hancas	Ioana	60118R	Yes
Harrell	Caroline	84738D	Yes
Hasegawa	Connor	90067W	Yes
He	Xiaoting	85076W	Yes
Hershenfeld	Zachary	79988B	Yes
Higuera Ornelas	Juan De La Cruz	88540B	Yes
Howe	Matthew	72251R	Yes
Huggins	Yevgeniya	86952R	Yes
Hurry	Aliosha Menka	89230C	Yes

Hyman	Scott	34721C	Yes
Jain	Kashish	88548P	Yes
Jamison	Brooke	47169A	Yes
Jarvis	Benjamin	79999O	Yes
Joblonkay	Darren	81773M	Yes
Kandev	Michael	46340R	Yes
Katz	Mark	29540Q	Yes
Kearney	Elisa	49342T	Yes
Kelly	Jakob	90438T	Yes
Khandelwal	Umang	80025B	Yes
King	Jamieson	88185U	Yes
Kirsh	Trevor	69145S	Yes
Koszegi	Melanie	44597J	Yes
KUDUS	FARRAH	85243J	Yes
Kuretzky	Joshua	52294N	Yes
Kyriacou	Jonathan	84226V	Yes
Lalande	Michael	65019J	Yes
Lalani	Faiz	68147W	Yes
Lamarre	Paul	47844I	Yes
Li	Chenyang	73249C	Yes
Li	Shengjie	84374M	Yes
LITTLEJOHN	MAUREEN ELIZABETH	57010O	Yes
Lombardi	Gabriella	37191H	Yes
Machum	John	82504M	Yes
MacParland	Natasha	42383G	Yes
MALY	ALESSANDRA AMMENDOLIA	84231M	Yes
Manji	Alysha	65995C	Yes
Martin	Steven	44618U	Yes
Martorelli	Peter	61929H	Yes
Mavi	Harmanjit Singh	88210D	Yes
McAleese	Seann	44187J	Yes
McCamus	John	13937T	Yes
McKee	Hugh	88750V	Yes
McMaster	Alisa	78071W	Yes
Menezes	Jonathan	90816W	Yes
Mercier	Vincent	31197J	Yes
Mielcarek	Pawel	59883R	Yes
Mihalik	Andrew	72314T	Yes
Milner	Stefanie	70069A	Yes
Milne-Smith	Matthew	44266P	Yes

Monahan	Sean	87650U	Yes
Moubayed	Leon	83362P	Yes
Murphy	Robert	42313C	Yes
Naqvi	Syeda	82294L	Yes
Nicholls	Robert	75180A	No
Obiago	Ifechukwude	87988J	Yes
Olasker	Patricia	18918N	Yes
Omer	Corey	63457A	Yes
Orr	Brandon	87354L	Yes
Osadchuk	Dale	47893F	Yes
O'Shea	James	86274V	Yes
O'Sullivan	Maura	77098R	Yes
Park	Rachel	82311P	Yes
Pearlman	Daniel	61659T	Yes
PECHERSKY	DAJENA	74506T	Yes
Peterson	Daniel	64196V	Yes
Pike	Alexandria	36864B	Yes
Podder	Srobona	87051H	Yes
Pollack	George	32540P	Yes
Pontone	Marc	70099F	Yes
Powell	Sarah	34841D	Yes
Prieto	Jennifer	60559S	Yes
PRIMEAU	CEDRIC ALEXANDRE	84620F	Yes
Puri	Poonam	42489S	Yes
QURESHI	HAFAH AHMED	84255H	Yes
Reiner	David	55953E	Yes
Renner	Natalie	55954A	Yes
Ricci	Derek	52366N	Yes
Rizvi	Syed	64582D	Yes
Rodrigo	Nicholas	45005R	Yes
Roth	Elie	42935O	Yes
Ruby	Stephen	13305N	Yes
Rulli	Luigi	82340B	Yes
Rusaw	Cameron	30849T	Yes
Samson	Sylvie	66987L	Yes
Schwill	Robin	38452I	Yes
Scoler	Joel	34465P	Yes
Seifred	Brett	45517W	Yes
Sethi	Chanakya	63492T	Yes
Sherman	Matthew	74790P	Yes

Shishler	Melanie	41945U	Yes
Sibai	Ghaith	73050G	Yes
Silver	Abraham	64986Q	Yes
Solinger	Jared	61706F	Yes
Sood	Jitendra	39672K	Yes
Sood	Shefali	82536J	Yes
Southam	Gregory	41043D	Yes
Spadaro	Anthony	56947F	Yes
Spence	Kristine	66099S	Yes
Stapley	Jason	64752B	Yes
Stephanian	Jason	90231V	Yes
Stern	Bailey	90232R	No
Stevenson	Teraleigh	82540E	Yes
Sud	Joshua	90233N	No
Taschereau	Mathieu	77839P	Yes
Thomas	Patrice	51432D	Yes
Thomson	Kent	24264J	Yes
Tingley	Charles	46118A	Yes
Trougakos	Doros James Taki	76756O	No
Turner	Geoffrey	34921F	Yes
Ulmer	John	19735V	Yes
Upshall	Robin	51439V	Yes
Vesey	Derek	40702T	Yes
Visvanatha	Anisha	74421O	Yes
White	David	43195A	Yes
Willard	Steven	42374I	Yes
Williams	Nicholas	30162N	Yes
Wilson	David	53269W	Yes
Wolfe	Ryan	78181G	Yes
Wolfensohn	Dan	51598C	Yes
Yau	Bryan	90962V	Yes
Yau	Jacob	70797M	Yes
Youdan	Timothy	19390W	Yes
Young	Dylan	90286R	No