

File Number:

Date

## **BILLING INFORMATION FOR NEW CLIENTS**

### **AREAS OF PRACTICE**

1. My primary area of practice (80%) is family law, coupled with estates litigation. These two areas of law often have overlapping issues and similar procedures and applicable legislation. I have considerable experience working with family law and estates litigation issues, which experience is applied for your benefit.

### **FEES**

2. With the exception of the initial consultation, my fees are charged at an hourly rate, with some variation as set out below. The initial consultation is charged at \$325.00 inclusive of HST for one to one and a half hour maximum.
3. Records are kept to the nearest one tenth of an hour for all activity on your case, including conferences, telephone calls, voicemail, email, preparing correspondence and memoranda, drafting documents, research and travel time. Each hour billed to you is based on actual work done on your particular case.
4. My absence from the office on your behalf is charged at the usual hourly rate ("travel time"). Travel time includes attending at court, settlement conferences, meetings, or consultations on your behalf. I will minimize travel expenses and courthouse time, if any, wherever I am able. However, as you will be charged for my travelling time (in addition to the counsel fee); it may be worthwhile to consider whether a Greater Toronto area lawyer is desirable for you if your litigation is taking place in more far flung locations like Barrie, Oshawa, or Hamilton.
5. These are my present hourly rates:

Gary A. Beaulne, Lawyer	\$425.00
Iris M. Puntanen, Law Clerk	\$260.00 (research, drafting and background work)
Sandra Rufo, Law Clerk	\$45.00

6. If your appointment is for a consultation only, in order for you to receive advice on a limited number of issues, or, for example, for a second opinion, you will be billed a flat rate consultation fee, payable at the conclusion of the consultation in the sum of \$325.00 inclusive of HST. There is a \$25.00 administrative fee for each credit card payment. The consultation is not meant to deal with your whole legal problem and I will not be able to deal with every issue in the 60-90 minutes allotted. If the

consultation lasts longer than the allotted time, you will be charged for the additional time spent based upon my hourly rate.

7. This information is subject to my right to increase our hourly rate and counsel fees to meet rising costs and to reflect our increased expertise. Unless you are advised specifically in advance, our fees will not be increased by more than 5% annually. You will be advised of any increase.

## **EXPERTS**

8. It is increasingly necessary for us to consult outside experts to assist in the presentation and preparation of your case. The two most obvious examples of this are, for example, an accountant or a business valuator.
9. Accountants and actuaries are sometimes necessary to assist in obtaining and processing financial information necessary to prepare and present claims related to support and property. The introduction of the Child Support Guidelines in 1997 resulted in an increase in my use of accountants to determine the payor's income (particularly for self-employed payors).
10. It is to be understood that we are permitted to obtain this assistance for you, at prevailing rates, at our discretion after consultation with you. Generally, clients deal directly with the expert, and make payment arrangements with the expert personally. This direct contact also has the benefit of avoiding duplication, and reducing costs.

## **DISBURSEMENTS**

11. Disbursements are out-of-pocket expenses covering such items and services as couriers, printing and photocopying (\$.25 per page), long distance telephone calls, , court filing fees, parking at court or at meetings, paralegal services (to serve documents and to make filings at the court offices), and the production/ordering of transcripts of examinations. Disbursement fees may also include fees for accountants and other outside experts (if I incur those fees). The Superior Court of Justice has a fee for the issuing and filing of documents in that court. These items are shown separately on the accounts, are subject to H.S.T., and are charged to you at cost, in addition to the fee.

## **TRANSACTION LEVY SURCHARGE**

12. Certain transactions (filing an Application, Answer, Motion to Change a Final Order and Notice of Appeal) attract a Transaction Levy Surcharge which is payable by me to the Law Society of Upper Canada., At present the transaction levy fee is \$50.00 (plus H.S.T.). If the transaction levy applies in your case this will be billed to you as a disbursement.

## **DIVORCEMATE**

13. All Family Law lawyers in Ontario use a software program called *Divorcemate*. For each client, there is a disbursement of \$125.00 inclusive of HST, charged to your file.

## **RETAINER**

14. The retainer is an amount paid to the firm in trust, a deposit to your credit, on the understanding that it will be used to satisfy my accounts for legal services, and disbursements, at the time accounts are delivered. The retainer is therefore a source of payment for your accounts. You are expected to replenish the retainer when requested, as it is spent, so that I continue to have enough money in trust to cover the work done, and the next step which needs to be taken. Until you provide me with a retainer, or replenish it when it is exhausted, I will not be able to work on your file.
15. You are responsible for the fees and disbursements not covered by the initial or replacement retainer. Of course, any unused portion of the retainer will be refunded to you at the end of my work for you.
16. The retainer is not a flat fee or an estimate of the cost of your work. The amount of the retainer is arbitrary to some extent, and should not be taken as an estimate of the cost of the completion of the work in your particular case. At this point, before the issues are clarified, and before I know the degree of resistance to be offered, I cannot predict the amount of work to be done, nor the time needed to complete it.
17. If I am to start negotiations on your behalf, my usual retainer in a contested matter is \$2,000.00. If I am to begin litigation on your behalf, my usual retainer is \$3,000.00 to \$5,000.00, depending on the urgency of the situation and the complexity of the case. If your case is already in the middle of serious litigation, my retainer could be more, particularly if there is much to be done, or the matter is urgent, or your case is about to proceed to trial.
18. If someone other than you is or will in future be paying funds on your behalf they will have to sign a document that I will prepare at the time when the first payment is made wherein they acknowledge that they understand that:
  - a. They will not have access to information about the work done for you or about your case unless you specifically authorize me to do that (that authorization will have to be in writing);
  - b. They will not be given information about how the funds are applied;

- c. All accounts will be provided to you alone and they will not receive copies; and,
- d. Any unused portion of said funds will be refunded to you, not them and that they will not, in that event, receive notice of such an event.

## **COST OF LEGAL SERVICES**

19. Clients usually want to know “what will this all cost?” That’s a reasonable question, but it is not possible to accurately estimate costs in advance in family law cases. Many important factors which influence the cost are unknown and even outside my control, including the reaction and tactics of the other side, how many different issues there will be in your case, how much time it will take to resolve all the issues, how complicated the case is, new issues which may arise, and whether we can settle this case without going to court. Unlike other areas of law, the legal issues in a family law case often change during the time we work on your case (new issues may arise, and existing issues may become more complex). In fact, family law may be the only area of law where the legal issues in the case are expected to evolve during our representation, because the facts in the case keep changing. We see it as our job to resolve your matter as quickly and economically as possible, consistent with protecting your interests.

## **CONFLICT AND FAMILY LAW**

20. It is important for you to understand that the amount of money spent on legal fees in a family law case is **directly** related to the level of conflict in your case, and the way in which that conflict is resolved. It is my job to resolve the dispute on your behalf, and on your instructions. Responsible lawyers do not create disputes. The level of conflict in your case will be a direct reflection of the level of conflict in your relationship with your former partner. My job is to assist you in resolving that conflict, not in making it worse. You must have realistic expectations about the impact the lawyer can have in a case with very high levels of conflict, whether those levels of conflict originate with your former partner, or the lawyer representing your former partner.

## **ACCOUNTS**

21. I prepare interim accounts on a regular basis for fees and disbursements usually at significant phases in your case. If your case is very active, particularly if I am in court for you, you may get accounts more frequently. This is, in part, an effort to ensure that you have a good understanding of what the case is costing you at all times. For most people, the cost of the case will be an influencing factor in decision-making about the next steps to take and the kind of response to make to

the other side; in my experience, it should be. The amount of fees on the interim accounts is always based on time spent.

22. I send accounts by email, if that is possible and by regular mail. If we cannot send your accounts to you by email, please let me know.

23. I accept payment of fees and disbursements by VISA and you may consider that as an alternative in settling your outstanding accounts with me, or in providing or replacing the retainer, but note that there is an administrative cost of \$25.00 added for each credit card payment.

## **INTEREST**

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

## **LEGAL FEES AND INCOME TAX**

25. If you incur legal fees to pursue child support or spousal support, you may be able to deduct the portion of your legal fees spent on these issues from income for tax purposes for that year. Only the spouse who is pursuing support can deduct the fees (as the fees were spent to obtain income). The paying spouse cannot deduct these fees. The Canada Revenue Agency usually requires a letter from your lawyer, filed with your income tax return, to permit this deduction.

My fee for the preparation of this letter is \$100 - \$150 (H.S.T. included).

## **PROGRESS OF YOUR CASE**

26. I will keep you informed of all developments in your case, and forward to you court documents and reports. I will send you copies of this material by email. Sometimes, and if not, then I will send you paper copies of this material or provide it for pick up at reception or during our meetings. **It is important to keep this material, and, it is to your advantage to maintain it in an organized format.** If you need additional paper copies of correspondence or pleadings, I can make them available to you at my usual rates for printing and photocopying, and any other work involved. I suggest you keep the correspondence in one file and the pleadings and other court documents in another file, and all of the documents in chronological order.

## **ENDING MY WORK FOR YOU**

27. At any time, you may fire me by giving me written notice to stop all work on your behalf, and paying any balance owing. If my law firm is shown on court

documents as your lawyer, then it is not as simple as just telling me to stop all work on your behalf. The court records must be formally changed, in writing. Usually I can file a document which you sign, telling the court and the other side that I no longer represent you.

28. Subject, always, to my obligation to ensure proper standards of professional conduct, I can also end the solicitor-client relationship. If this should happen, I will do so in writing, and I will assist in the transfer of your file, if appropriate.
29. You should be aware of some of the circumstances that may cause me to end the retainer:
  - (a) I cannot get instructions from you;
  - (b) You lose confidence in my abilities or advice;
  - (c) a conflict of interest arises;
  - (d) I cannot accept your instructions for ethical reasons;
  - (e) you mislead me in a material matter or you lied to me;
  - (f) The retainer has not been provided or replaced;
  - (g) My accounts remain unpaid for 30 days, and no mutually agreeable arrangements have been made.
30. If it is necessary for me to take legal steps either to end my representation of you or to collect my accounts, you will be charged for the time involved.