

Personal Writing Portfolio

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Introduction

PERSONAL WRITING PORTFOLIO

I am results driven and adept at establishing rewarding relationships through interpersonal skills, with a passion for a client-centric approach to service.

A Class P1 Paralegal in good standing with the Law Society of Upper Canada, I am seeking opportunities to make a positive contribution to improving access to justice.

This portfolio contains a personal representation of demonstrated solutions that highlights my professional career growth, achievements, and accomplishments as a writer. Moreover, it demonstrates the versatility of my transferrable life skills. The opportunity to discover my strengths and abilities through practical illustrations make my candidacy worthy of special notice.

I invite you to visit my website www.dougjtaylor.com to discover my complete portfolio collection, updated with my latest career related solutions, achievements, and accomplishments.



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TAB 1

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PERSONAL WRITING PORTFOLIO



TAB 1 - A

Client Guide Training Material

Morneau Shepell

PERSONAL WRITING PORTFOLIO



Client Summary

Portal Client (PROD)	Yes
Workers Comp Claims (WCB) Client Disability Manage Claims (DM) Client	Both
Access to Abiliti Connect	Yes
Access to Abiliti Manage	Yes
Primary Contact Method	Email
Second Follow-up	Call / Email
Sendback Required / Signed Documents for Board	No
Legacy Claims Date	TBD
Incomplete Reports	No
WCB Folder	[REDACTED] [REDACTED] [REDACTED]
Claim Volume	Average

Client Background

Primary Industry	Telecommunications
Regulated Industry	Yes - Federal
Subsidiaries	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

Primar [REDACTED] Contacts

[REDACTED] [REDACTED] Assistant II, People & Culture	[REDACTED] [REDACTED]

Morneau Shepell

[REDACTED] Program Manager, AMS	[REDACTED] [REDACTED]
[REDACTED] [REDACTED] [REDACTED] QC WCB Claims	[REDACTED] [REDACTED] [REDACTED]
CM1	[REDACTED] [REDACTED]
CM2	[REDACTED] [REDACTED]

Client Highlights

- Advanced client, very knowledgeable about the WCB Claims process
- Full access to Abiliti Manage and often case note their own emails/response and create tasks
- 90% of claims are in BC or AB
- 95% of all claims can be filed the same day

(No Longer Affiliated)

- [REDACTED] used to be an affiliated business with [REDACTED]
- If you see [REDACTED] as the business name, check to see if [REDACTED] sent an email as to the correct business name
- If there is no email, then match the account number on the Form 7 with an [authorization in the U drive](#) and use that business name
- If all else fails, email [REDACTED]

New Claims

- When an injury occurs, [REDACTED] managers create an Hazardous Occurrence Investigation Report (HOIR) with the [REDACTED] safety team

This is a Federal government requirement under the Canada Occupational Health and Safety Regulations for all federally regulated institutions

- [REDACTED] then makes an entry in Abiliti Connect (the reason we do not run incomplete reports)

Notifications –

- When an entry is made in Abiliti Connect, you will receive three emails (Four if it is LT/AB NLTM or if [REDACTED] has additional information):

EMAIL 1 – WCB Referrals

- An email is sent to WCB Referrals from [REDACTED] with a personalized blank employee package attached

EMAIL 2 – WCB Referrals

- An email from [REDACTED] with the Form 7 generated by Abiliti Connect and the above-noted employee package (the Form 7 comes in handy if you want to get a head start or if PROD is down, avoiding having to go into Abiliti Connect).

SAMPLE → [Workplace Incident report has been completed for \[REDACTED\] of](#)

EMAIL 3 – [REDACTED]

- An introductory email from [REDACTED] to the appropriate [REDACTED] manager indicating [REDACTED] and Morneau Shepell's roles as well as next steps and often conducts preliminary inquiries on our behalf

SAMPLE → [Incident # \[REDACTED\] Case # \[REDACTED\] - Lost Time - \[REDACTED\].msg](#)

Initial Follow-up Email –

NOTE: Please forward any QC claims to [REDACTED].

1. Create a U drive folder as usual, in the following format: LAST NAME, FIRST NAME - PROV – DOI ...
[REDACTED]
2. Copy the Form 7 from PROD ... [REDACTED]
3. Save the personalized employee package attachment from the notification email into the newly created client folder
4. Before sending the initial follow-up email, open the claim in Abiliti and check for any manual tasks, notes or anything else entered by [REDACTED]
5. [REDACTED] likes to give a very detailed description of the incident. Case-note the description from the FORM 7 in your initial F/U task in Abiliti Manage as:
 - “ER org incident description: [copy description here]”
6. Repeat the task in Abiliti Manage in order to continue follow up.
7. Draft initial Follow-up Email:
 - *FORWARD* the notification email sent by [REDACTED] and complete the following changes:
 - a. Remove any notification email addresses (i.e. [REDACTED], [REDACTED], etc.)
 - b. In the “TO” line: Copy and paste the manager’s email
 - c. In the “CC” line: Copy and paste [REDACTED] followed by WCB Referrals
[REDACTED]
 - d. Attach the employee package from the notification email ([REDACTED] is not consistent at offering modified duties)
 - e. Use the following email template, removing or adding questions as needed i.e. MVA, gradual onset, REO, fatality, mental stress, etc.

SAMPLE → [Initial Follow-up - FW Incident # \[REDACTED\] Case # \[REDACTED\] - Lost Time - \[REDACTED\]](#)

Second Follow-up -

- Generally, second follow-ups are uncommon because [REDACTED] managers are very cooperative and eager.
- Call the manager whose number is provided in the introductory email
- If a response is provided by phone, in lieu of case-noting the conversation, confirm the conversation in an email using the below template and case-note

SAMPLE →

INSERT SUBJECT LINE → ** 2nd Request -

Good XXXX XXX,

Thank you very much for taking the time to speak with me about the claim for XXXXX. I appreciate your assistance.

I have recapped our discussion below for your review. If there is anything that you would like to add or amend, please feel free to let me know.

XXXXX

Should you have any questions or concerns about the WCB process please do not hesitate to reach out to us.

Thank you very much, again, for your assistance.

Best Regards,

Third Follow-up -

- Send the second follow-up template (same as [REDACTED])

INSERT SUBJECT LINE → *** 3rd Request -

Hello Team,

We have yet to receive a response to the email below. Please respond to the questions by email **today**, or call [REDACTED] to **avoid delayed reporting** and **possible fines**.

- If no response the next day, call the [REDACTED] manager one more time.
- If no answer, send an email including the manager, placing [REDACTED] and [REDACTED] in the "TO" line

SAMPLE →

INSERT SUBJECT LINE → URGENT REQUEST -

Hello [REDACTED],

Unfortunately, we have been unsuccessful in reaching this manager. As a result, we have not been able to file the employer's report. Could you please kindly assist?

Form 7

Rate Group and Classification -

- Not required

Incident Description -

- Not required

Employee Work Schedule -

- Can vary, multiple, rotational and may require COPY and PASTE the schedule provided in the email following the new claim notification email
- 80% of [REDACTED] EE work 37.5 hrs., 5 days/wk. or compressed schedule of 37.5 hrs., 4 days/wk. (three 10 hr. shifts and one 7.5 hr. shift)

Payroll Information -

- NOT required for AB NLT claims
- Earnings are usually always provided for Lost Time claims and AB NLTM claims, sent in an email following the new claim notification email
- If a manager has questions about pay coding, email [REDACTED] and include the manager so that she can provide a direct and accurate response
- SAMPLE → [REDACTED] - [Lost-Time Claim - Service Technician.msg](#)

Authorizations

[REDACTED]

Unreported Claims

- When a board letter is received, forward it to [REDACTED]
- Indicate communication was received from the board and request that the appropriate manager report to Safety so that she may make her entry in Abiliti Connect.
- If a FAF/EE package is received, forward it to [REDACTED] and ask if it is for a workplace or non-occupational injury. She will confirm and indicate how to proceed.
- Employees should never email [REDACTED] directly. If you receive an email from an employee, forward the attachment to [REDACTED] and ask whether for workplace or non-occupational injury.
- If there is no case in Abiliti, forward to [REDACTED], indicate communication was received from the employee so that she may make her entry in Abiliti Connect.



Client Summary

Portal Client (PROD)	Yes
Workers Comp Claims (WCB) Client	Yes
Disability Manage Claims (DM) Client	No
Access to Abiliti Connect	Yes
Access to Abiliti Manage	No
Primary Contact Method	Email
Second Follow-up	Call / Email
Sendback Required / Signed Documents for Board	No
Legacy Claims Date	January 2019
Incomplete Reports	Yes
WCB Folder	[REDACTED]
Claim Volume	Low

Client Background

Primary Industry	Temporary staffing and permanent workforce solutions
Regulated Industry	No
Subsidiaries	No

Primary [REDACTED] Contacts

[REDACTED] Regulatory Compliance & Benefits Administrator	[REDACTED] [REDACTED]
[REDACTED] Senior Manager, Human Resources	[REDACTED] [REDACTED]

Morneau Shepell

[REDACTED] Director, Workers Comp	[REDACTED] [REDACTED]
[REDACTED] QC WCB Claims	[REDACTED] [REDACTED]
[REDACTED] QC WCB Claims	[REDACTED] [REDACTED]
CM - WEST	[REDACTED] [REDACTED]
CM - ON- EAST	[REDACTED] [REDACTED]

- 95% of claims are in ON

New Claims

- When an injury occurs, an email is sent to WCB Referrals from [REDACTED] with a personalized blank employee package attached

Notifications –

- When an entry is made in Abiliti Connect, you will receive an email in WCB Referrals from [REDACTED] with a blank employee package personalized to the EE Email in WCB Referrals

Initial Follow-up Email –

NOTE: Please forward any QC claims to [REDACTED] and [REDACTED]

1. Create a U drive folder as usual, in the following format: LAST NAME, FIRST NAME - PROV – DOI ... [REDACTED]
2. Copy the Form 7 from PROD ... [REDACTED]
3. Save the personalized employee package attachment from the notification email into the newly created client folder
4. Case-note the description from the FORM 7 in your initial F/U task in Abiliti Manage as:
 - “ER org incident description: [copy description here]”
5. Repeat the task in Abiliti Manage in order to continue follow up.
6. Draft initial Follow-up Email:
 - **FORWARD** the notification email and complete the following changes:
 - a. Remove any notification email addresses (i.e. wcbnotifications, OHS referrals, etc.)
 - b. In the “TO” line: Copy and paste the manager's email
In the “CC” line: Copy and paste the emails for [REDACTED] and [REDACTED]
[REDACTED] followed by WCB Referrals [REDACTED]
 - c. Add “Initial Follow-up – ” to the start of the subject line
 - d. Attach the employee package from the notification email ([REDACTED] [REDACTED] is not consistent at offering modified duties)
 - e. Use the following email template, removing or adding questions as needed i.e. MVA, gradual onset, REO, fatality, mental stress, etc.

SAMPLE → [REDACTED]

Initial Follow-up Email (cont'd) –

If no manager email in the notification email, or the manager does not email you prior to prod entry (this is common as they are very eager):

- **Draft initial Follow-up Email:**
 - **FORWARD** the notification email and complete the following changes:
 - a. Remove any notification email addresses (i.e. wcbnotifications, OHS referrals, etc.)
 - b. In the “TO” line: Copy and paste the emails for [REDACTED] and [REDACTED]
 - c. In the “CC” line: WCB Referrals [REDACTED]
 - d. Add “Initial Follow-up – ” to the start of the subject line
 - e. Attach the employee package from the notification email [REDACTED] [REDACTED] is not consistent at offering modified duties)
 - f. Before using the following email template, request that [REDACTED] and [REDACTED] forward to the appropriate manager. Remove or add questions as needed i.e. MVA, gradual onset, REO, fatality, mental stress, etc.

SAMPLE (scroll down to see initial email) →

[REDACTED]

Second Follow-up -

- Generally, second follow-ups are uncommon because [REDACTED] [REDACTED] managers are very cooperative and eager.
- Call the manager whose number is provided in the introductory email
- If a response is provided by phone, in lieu of case-noting the conversation, confirm the conversation in an email using the below template and case-note

SAMPLE →

INSERT SUBJECT LINE → ** 2nd Request -

Good xxxxxxx XXXXXX,

I hope this email finds you well. Have you had a chance to review my below email? In order for us to complete the paperwork to be filed with the provincial Board, we require some additional information to continue.

If it would be easier for you to discuss the below over the phone, please feel free to let me know and I would be more than happy to schedule a call with you at your earliest convenience.

In the meantime, if you have any questions or concerns about the WCB process, please feel free to reach out to us.

Thank you very much in advance for your cooperation.

Escalations -

- If an escalation is required, try to contact the manager by phone one last time
- If no response or voicemail, then draft an email: in the "TO" line: Copy and paste the emails for [REDACTED] and [REDACTED]

SAMPLE →

INSERT SUBJECT LINE → URGENT REQUEST -

Hello [REDACTED] and [REDACTED],

Unfortunately, we have been unsuccessful in reaching this manager. As a result, we have not been able to file the employer's report. Could you please kindly assist?

Form 7**Rate Group and Classification -**

- Not required

Employer Account -

- Each province only has one account. Please refer to the email from [REDACTED] in the [REDACTED] [REDACTED] inbox with all the accounts.

Date Employer Notified of the Incident -

- As [REDACTED] [REDACTED] is a temp agency, they are the one to report incidents to the Board (i.e. s.72 of WSIA: If an employer temporarily lends or hires out the services of a worker to another employer, the first employer shall be deemed to be the employer of the worker while he or she is working for the other employer. 1997, c. 16, Sched. A, s. 72.). Thus, for ER notified date use date [REDACTED] was notified.

Incident Description -

- N/A

Incident Occurred on Employer Premises -

- YES

Payroll Information -

- The manager completes the earnings section.

Objections

- Requires pre-approval from the CM
- Indicate Letter Attached

- [REDACTED] [REDACTED] will NEVER request cost relief or transfer of costs with clients, unless it is a third party unknown to [REDACTED] [REDACTED]

Authorizations

[REDACTED]

Unreported Claims

When a board letter is received, forward it to: [REDACTED] [REDACTED] and [REDACTED] [REDACTED]

- Indicate communication was received from the board and ask if they would like us to manage the claim, they will confirm and indicate how to proceed.

Incomplete Reports

- Run for 'All Time'

TAB 1 - B

Legal Memorandum: CRA Deemed Trusts – Issues and Approaches

Royal Bank of Canada, RBC Law Group - General Counsel (RBC)

PERSONAL WRITING PORTFOLIO



Doug Taylor
Summer Student Paralegal
RBC Law Group

Royal Bank of Canada
200 Bay Street

Tel: [REDACTED]
Email: [REDACTED]

MEMORANDUM

To: [REDACTED]

Date: July 7, 2015

Subject: CRA Deemed Trusts – Issues and Approaches

FACTS/BACKGROUND

Canadian Revenue Agency (“CRA”) Extended Deemed Trust requests to the Global Dispute team have increased over the last several months. CRA Deemed Trust demands require the development of an internal framework for processing and handling, because of their increased risk profile.

A review of the relevant jurisprudence and statutory interpretation raise a number of issues for analysis and discussion.

ISSUE(S)

Background

A CRA Extended Deemed Trust arises when a taxpayer fails to remit voluntary Harmonized Sales tax (“HST”) ¹ and payroll deductions.² A common practice for these businesses is to divert these voluntary tax remittances to temporarily free

¹ Excise Tax Act (R.S.C., 1985, c. E-15), s. 221 - Division V, Collection and Remittance of Division II Tax, *Subdivision a Collection* [<http://laws-lois.justice.gc.ca/eng/acts/e-15/page-188.html#h-119>].

² *Income Tax Act*, R.S.C., 1985, c. 1 (5th Supp.), s. 153 - Payment of tax [<http://laws-lois.justice.gc.ca/eng/acts/l-3.3/page-271.html#h-95>].

up operational cash flow. As a result of unremitted voluntary taxes, the CRA becomes an involuntary creditor.³ Since a Deemed Trust is a statutory trust, it is not governed by common law requirements.⁴

This memo considers the current jurisprudence and the statutory interpretation of the applicable legislation. The focus is on analyzing CRA Extended Deemed Trust risk factors. The aim is to generate discussion on internal strategies to develop a procedural framework that mitigates RBC's exposure risk.

- 1) What are the effects of a CRA Deemed Trust?
- 2) What is the overarching risk of CRA Extended Deemed Trusts to RBC?
- 3) What are the CRA Extended Deemed Trust limitations?

ANALYSIS/DISCUSSION

- 1) What are the effects of a CRA Deemed Trust?

When a business makes payroll deductions and fails to remit them to CRA, all of their assets are deemed to be held in priority trust for the benefit of the Crown, notwithstanding any security interest or any other Canadian legislation.⁵

- 2) What is the overarching risk of CRA Deemed Trusts to RBC?

When RBC receives proceeds from a business in default, the proceeds attach to the recoverable amount CRA's Deemed Trust claim. RBC becomes personally liable to pay the proceeds to CRA.⁶

Moreover, the Crown can file a claim in either Federal Court or Superior Court, to compel RBC to remit the Deemed Trust claim amount, including pre-judgment interest⁷ to the Receiver General of Canada.⁸

³ Louis L'Heureux, Bill Walker, *CRA Deemed Trusts*, Toronto, The Law Society of Upper Canada – Continuing Professional Development, 2013 at 5-2 [*CRA Deemed Trusts*].

⁴ *First Vancouver Finance v. Minister of national Revenue*, 2002 SCC 49 [<http://scc-csc.lexum.com/scc-csc/scc-csc/en/item/1989/index.do>] [*First Vancouver*]

⁵ *CRA Deemed Trusts*, *supra*, note 3 at 5-4.

⁶ *Canada (Attorney General) v. National Bank of Canada*, 2004 FCA 92, at para 40. [<http://decisions.fca-caf.gc.ca/fca-caf/decisions/en/item/33668/index.do?r=AAAAAQALMjAwNCBmY2EgOTIB>] [*National Bank*]
Note: Applicable exceptions found under *Income Tax Regulations*, C.R.C., c. 945, s. 2200 - PART XXII - SECURITY INTERESTS [http://laws-lois.justice.gc.ca/eng/regulations/C.R.C.%2C_c._945/page-80.html#h-183].

⁷ *Income Tax Act*, *supra* note 2 at s. 227 - Withholding taxes. NOTE: Interest is calculated at the prescribed rate as at *CRA Deemed Trusts supra* not 3 at 5-12.

⁸ *Ibid*.

3) What are the CRA Deemed Trust limitations?

Inception

The Extended Deemed Trust is determined to come into existence from the moment the business fails to remit payroll deductions or collected HST to Her Majesty as and when required by legislation.⁹ This holds true irrespective of the liability being discovered by CRA.¹⁰

In the initial stages of conception (barring consent), the CRA is neither, authorized or obliged to communicate taxpayer information to the secured creditor.¹¹ Once the secured creditor and CRA communicate, the CRA will normally trigger a “trust exam” of the taxpayer.¹²

Scope of the Trust

The Extended Deemed Trust encompasses all of the debtor's property,¹³ in the form of a ‘floating charge’¹⁴. There are a number of exceptions, including conditional sales and leasing agreements¹⁵ and assets that are sold in the ordinary course to third party purchasers.¹⁶ Further, there are specific guidelines for prescribed security interests in real property mortgages.¹⁷

However, under the language of subsection 227 (4.1), the Crown's beneficial right is not subordinated. Any voluntary sale of an asset by a debtor followed by a voluntary payment to a creditor triggers the creditor's obligation to turn over the proceeds to the Receiver General of Canada. The Federal Court's decision was upheld on appeal.¹⁸

Generally speaking, the CRA limits their claim against creditors to the net proceeds of realization¹⁹

⁹ *First Vancouver*, *supra* note 4 at 29 [<http://scc-csc.lexum.com/scc-csc/scc-csc/en/item/1989/index.do>].

¹⁰ *CRA Deemed Trusts*, *supra* note 3 at 5-9.

¹¹ *Ibid.*

¹² *Ibid.*

¹³ *Ibid.* Note: *National Bank*, *supra*, note 6; applicable exceptions found under *Income Tax Regulations*.

¹⁴ *Ibid* at 5-18

¹⁵ *Ibid* at 5-21

¹⁶ *First Vancouver*, *supra* note 9 at 46.

¹⁷ *CRA Deemed Trusts*, *supra* note 3 at 5-25.

¹⁸ *The Attorney General of Canada v La Caisse Populaire Desjardins De Lyster*, 2005 FC 949.

[<http://decisions.fct-cf.gc.ca/fc-cf/decisions/en/item/52404/index.do?r=AAAAAQAMMjAwNSBmY2EgOTQ5AQ>], *affd.* by 2006 FCA 367 [<http://decisions.fca-cf.gc.ca/fca-cf/decisions/en/item/35365/index.do?r=AAAAAQAJZGUgbHlzdGVyAQ>].

¹⁹ *CRA Deemed Trusts*, *supra* note 3 at 5-32.

Limitation Period

The *Income Tax Act* (“ITA”) is silent on a specific limitation period for recovery provisions against creditors,²⁰ except to specify the Deemed Trust triggering event begins from the time when the Minister becomes aware of the failure by the secured creditor to pay the Receiver General.²¹

Nonetheless, the general six-year limitation period under s. 32 of the *Crown Liability and Proceedings Act*²² does apply under the ITA to recovery provisions for deemed trust amounts from creditors. Moreover, under s. 313 (2.) of the *Excise Tax Act* (“ETA”), the time limitation is 10 years from the time when the Minister becomes aware of the failure by the secured creditor to pay the Receiver General, and creates a tax debt that is not subject to an assessment.²³

CONCLUSION AND/OR RECOMMENDATION

It is clear from the jurisprudence on statutory interpretation that Parliament intended the Crown to have ‘absolute priority’ in Deemed Trust matters.²⁴ The jurisprudence continues to support the position that as a general principle, the Banks should exercise their due diligence when dealing with debtors by:

- 1) Requiring CRA assessment and statement of account documents at the time of credit extension, to determine any outstanding monies owed to CRA.²⁵
- 2) Seek personal guarantees to balance the risk their debt will be super-seeded pursuant to the statutory CRA Deemed Trust.²⁶

²⁰ *National Bank*, *supra*, note 6 at 41.

²¹ *CRA Deemed Trusts*, *supra* note 3 at 5-33.

²² *Crown Liability and Proceedings Act* (R.S.C., 1985, c. C-50), s.32.

²³ *CRA Deemed Trusts*, *supra* note 3 at 5-33.

²⁴ *National Bank*, *supra*, note 6 at 27 – 28, 34.

²⁵ *CRA Deemed Trusts*, *supra* note 3 at 5-40.

²⁶ *Canada (Minister of National Revenue) v. HSBC Bank of Canada*, 2004 FC 467 at 17 [<http://decisions.fct-cf.gc.ca/fc-cf/decisions/en/item/47261/index.do>]

Legislation

Bank Act, S.C. 1991, c. 46. [<http://laws-lois.justice.gc.ca/eng/acts/b-1.01/>]

Crown Liability and Proceedings Act, R.S.C., 1985, c. C-50. [<http://laws-lois.justice.gc.ca/eng/acts/c-50/FullText.html>]

Excise Tax Act, R.S.C., 1985, c. E-15. [<http://laws-lois.justice.gc.ca/eng/acts/e-15/FullText.html>]

Income Tax Act, R.S.C., 1985, c. 1 (5th Supp.) [<http://laws-lois.justice.gc.ca/eng/acts/l-3.3/>]

Income Tax Regulations, C.R.C., c. 945. [[http://laws-lois.justice.gc.ca/eng/regulations/c.r.c., c. 945/FullText.html](http://laws-lois.justice.gc.ca/eng/regulations/c.r.c.,%20c.%20945/FullText.html)]

Jurisprudence

Caisse populaire Desjardins De Lyster/Inverness/Val-Alain v. Canada (Attorney General), 2006 FCA 36 [<http://decisions.fca-caf.gc.ca/fca-caf/decisions/en/item/35365/index.do?r=AAAAAQAJZGUgbHlzdGVyAQ>]

Canada (Attorney General) v. National Bank of Canada, 2004 FCA 92. [<http://decisions.fca-caf.gc.ca/fca-caf/decisions/en/item/33668/index.do?r=AAAAQALMjAwNCBmY2EgOTIB>]

Canada (Minister of National Revenue) v. HSBC Bank of Canada, 2004 FC 467. [<http://decisions.fct-cf.gc.ca/fc-cf/decisions/en/item/47261/index.do>]

Dauphin Plains Credit Union Ltd. v. Xyloid Industries Ltd., [1980] 1 SCR 1182. [<https://scc-csc.lexum.com/scc-csc/scc-csc/en/item/5697/index.do>]

First Vancouver Finance v. Minister of National Revenue, 2002 SCC 49 [<http://scc-csc.lexum.com/scc-csc/scc-csc/en/item/1989/index.do>]

Royal Bank of Canada v. Sparrow Electric Corp., [1997] 1 SCR 411. [<http://scc-csc.lexum.com/scc-csc/scc-csc/en/item/1483/index.do>]

The Attorney General of Canada v La Caisse Populaire Desjardins De Lyster, 2005 FC 949 [<http://decisions.fct-cf.gc.ca/fc-cf/decisions/en/item/52404/index.do?r=AAAAQAMMjAwNSBmY2EgOTQ5AQ>]

Secondary Material

L'Heureux, Louis; Bill Walker. *CRA Deemed Trusts*, The Law Society of Upper Canada – Continuing Professional Development (Toronto, 2013).

P.W. Hogg and J.E. Magee, *Principles of Canadian Income Tax Law* (1995), Section 22.3 "Strict and purposive interpretation", at pp. 453-54

TAB 1 - C

Policy and Procedure Folio Cheat-Sheet

Royal Bank of Canada, RBC Law Group - General Counsel (RBC)

PERSONAL WRITING PORTFOLIO

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Customer Complaints / Problem Resolution Process → <http://rbcnet.fg.rbc.com/cb/clientexperience/cid-313525.html>

Popular Law Group Folios

A1 - Cash - Cash Delivery Methods, Limits, and Custody ... # A1-1-EN-1

<http://ppl-reader.fg.rbc.com/GetDocument.aspx?documentNumber=A1-1-EN-1>

AB2 - Aboriginal Banking - First Nations Lending ... # AB2-EN

<http://ppl-reader.fg.rbc.com/GetDocument.aspx?documentNumber=AB2-EN&previousurl=http%3A%2F%2Fppl-reader.fg.rbc.com%2FSearchResults.aspx%3FsearchQuery%3Dfirst%2520nations%26documentNumber%3D%26documentType%3D%26language%3D%26location%3D%26targetAudiences%3D%26publishDate%3D>

BA1 - Negotiating Items for Business Clients ... # BA1-1-EN

<http://ppl-reader.fg.rbc.com/GetDocument.aspx?documentNumber=BA1-1-EN>

B5 - Internal Control - Differences and Potential Losses ... # B5-EN

- i.e. Bills of Exchange

http://ppl-reader.fg.rbc.com/GetDocument.aspx?documentNumber=B5-EN&previousurl=http%3A%2F%2Fppl-reader.fg.rbc.com%2FSearchResults.aspx%3FsearchQuery%3D*%26documentNumber%3Db5

B8 - Internal Control - Fraud ... # B8-1-EN

- Financial Abuse
- Form 7469

<http://ppl-reader.fg.rbc.com/GetDocument.aspx?documentNumber=B8-1-EN>

When a client inquires about fraudulent scams or schemes, the Branch Salesperson must:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED] ering and Anti-Terrorist Financing and Global Economic Sanctions – Personal and Commercial Banking ... # B13-1-EN

<http://ppl-reader.fg.rbc.com/GetDocument.aspx?documentNumber=B13-1-EN>

G2 - Business Authorizations ... # G2-29-1-EN

- Negotiating items for business clients

<http://ppl-reader.fg.rbc.com/GetDocument.aspx?documentNumber=G2-29-1-EN>



Popular Law Group Folios (Cont'd)

G3 - Estates of Deceased Clients ... # G3-1-EN

<http://ppl-reader.fg.rbc.com/GetDocument.aspx?documentNumber=G3-1-EN>

G4 - Mentally Incompetent ... # G4-1-EN

<http://ppl-reader.fg.rbc.com/GetDocument.aspx?documentNumber=G4-1-EN>

G6 - Power of Attorney ... # G6-1-EN

- Form 07561

<http://ppl-reader.fg.rbc.com/GetDocument.aspx?documentNumber=G6-1-EN>

Clients Capable of Making Financial Decisions

When a client appears capable of making financial decisions, the Salespersons **must**:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

G8 - Personal Informal Trust Accounts ... G8-1-EN

<http://ppl-reader.fg.rbc.com/GetDocument.aspx?documentNumber=G8-1-EN>

G12 - Bond Of Indemnity ... # G12-1-EN

<http://ppl-reader.fg.rbc.com/GetDocument.aspx?documentNumber=G12-1-EN>

J6 - Accepting and Processing Items - Requests for Client Information / Third Party Demands (TPD) # J6-1-EN

<http://ppl-reader.fg.rbc.com/GetDocument.aspx?documentNumber=J6-1-EN>

J7 - Accepting and Processing Items - Demand for Payments ... # J7-1-EN

- Subpoenas (Original Copies Required)
- Garnishees (Original Copies Required)

<http://ppl-reader.fg.rbc.com/GetDocument.aspx?documentNumber=J7-1-EN>

S1 - Securities and Custodial Services - Safe Deposit Boxes ... # S1-1

<http://ppl-reader.fg.rbc.com/GetDocument.aspx?documentNumber=S1-1>

S2 - Securities and Custodial Services - Safekeeping ... # PPL 2.5 S2

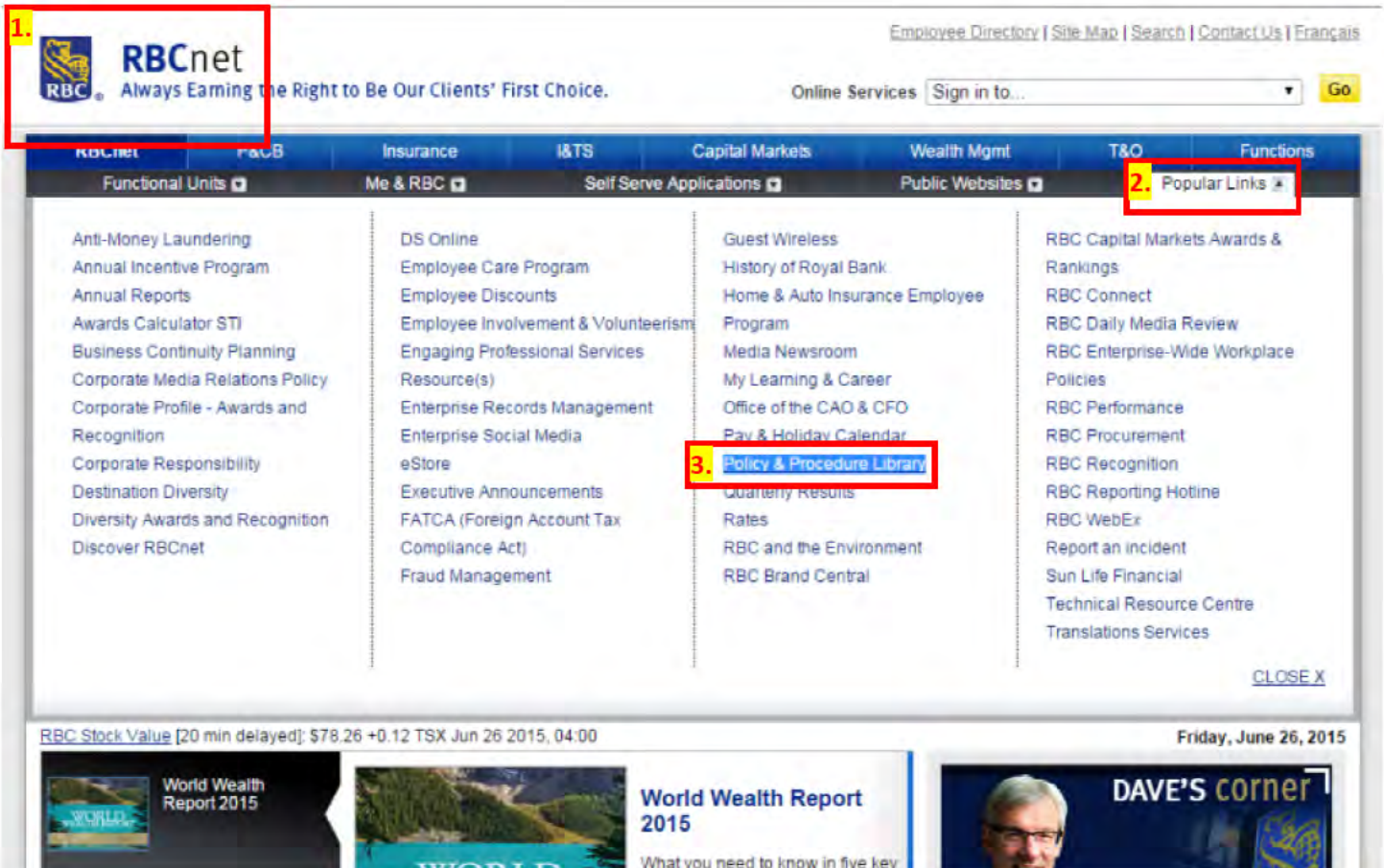
http://ppl-reader.fg.rbc.com/SearchResults.aspx?searchQuery=*&documentNumber=s2&documentType=&language=&location=&targetAudiences=&publishDate=



Policy and Procedure Guide to Locating Folios

Step 1

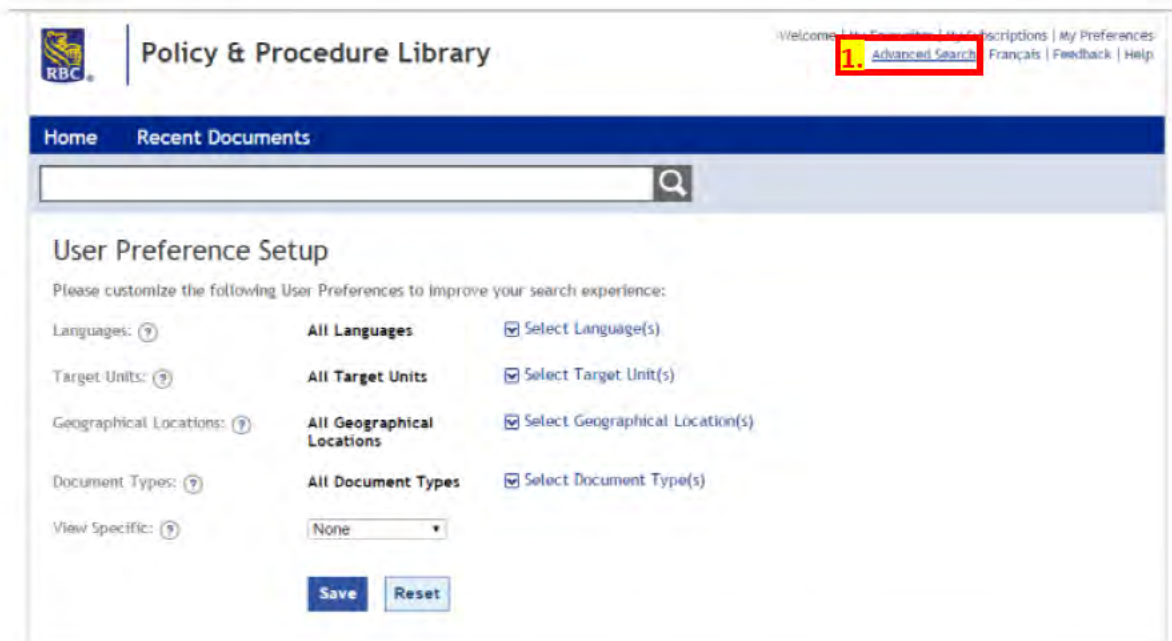
1. From RBC Net [<http://rbcnet.fg.rbc.com/>]
2. Select → “Popular Links”.
3. Select → “Policy & Procedure Library”.



The screenshot shows the RBCnet website interface. A red box labeled '1.' highlights the RBCnet logo and tagline 'Always Earning the Right to Be Our Clients' First Choice.' in the top left corner. In the top right, there are links for 'Employee Directory', 'Site Map', 'Search', 'Contact Us', and 'Français', along with an 'Online Services' dropdown menu and a 'Go' button. Below the header is a blue navigation bar with tabs for 'RBCnet', 'RACB', 'Insurance', 'I&TS', 'Capital Markets', 'Wealth Mgmt', 'T&O', and 'Functions'. Under the 'Functions' tab, a dropdown menu is open, and a red box labeled '2.' highlights the 'Popular Links' option. Below this, a grid of links is displayed. A red box labeled '3.' highlights the 'Policy & Procedure Library' link in the third column. At the bottom of the page, there is a footer section with 'RBC Stock Value' information, a 'World Wealth Report 2015' banner, and a 'DAVE'S corner' video thumbnail. A 'CLOSE X' link is visible in the bottom right corner of the main content area.

Step 2

1. *Select* → “Advanced Search”.



Policy & Procedure Library

Welcome | My Favourites | My Subscriptions | My Preferences
Advanced Search | Français | Feedback | Help

Home Recent Documents

User Preference Setup

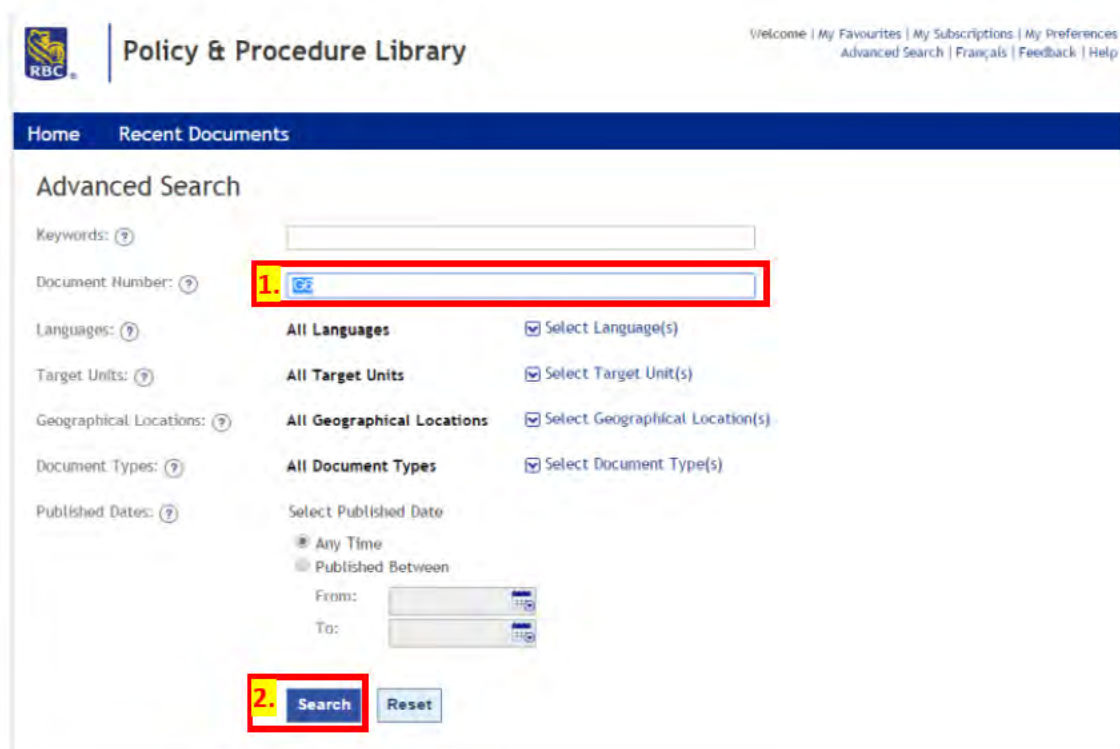
Please customize the following User Preferences to improve your search experience:

Languages: ⓘ	All Languages	<input checked="" type="checkbox"/> Select Language(s)
Target Units: ⓘ	All Target Units	<input checked="" type="checkbox"/> Select Target Unit(s)
Geographical Locations: ⓘ	All Geographical Locations	<input checked="" type="checkbox"/> Select Geographical Location(s)
Document Types: ⓘ	All Document Types	<input checked="" type="checkbox"/> Select Document Type(s)
View Specific: ⓘ	None ▾	

Save **Reset**

Step 3

1. Under “Document Number”, Enter → “Folio Number” (i.e. “G6”) – Power of Attorney)).
2. *Select* → “Search”.



Policy & Procedure Library

Wellcome | My Favourites | My Subscriptions | My Preferences
Advanced Search | Français | Feedback | Help

Home Recent Documents

Advanced Search

Keywords: ⓘ

Document Number: ⓘ **1.**

Languages: ⓘ	All Languages	<input checked="" type="checkbox"/> Select Language(s)
Target Units: ⓘ	All Target Units	<input checked="" type="checkbox"/> Select Target Unit(s)
Geographical Locations: ⓘ	All Geographical Locations	<input checked="" type="checkbox"/> Select Geographical Location(s)
Document Types: ⓘ	All Document Types	<input checked="" type="checkbox"/> Select Document Type(s)

Published Dates: ⓘ

Select Published Date

☒ Any Time
☐ Published Between

From: **2.** **Search** **Reset**
To:



Results

1. The search result produces the entire policy, indicated with an “1”.
2. “Bookmark” the webpage by *Selecting* → the “Star”.
3. “Subscribe” and receive an email notification when the policy is updated.
4. “View Related Documents”, including operational procedures.



Policy & Procedure Library

Welcome | My Favourites | My Subscriptions | My Preferences
Advanced Search | Français | Feedback | Help

Home Recent Documents



Power of Attorney - Policy 2. ☆ 3.

1. G6-EN

POLICY

Published Date: 2015-06-19

Languages: English French

[Go Back To Search Results](#)

4. [View Related Documents](#)

[Submit feedback on this document](#)

Overview

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- [Declarant](#)
- [Donor](#)
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- [Complexity of POAs](#)
- [Government Information on Power Of Attorney and Joint Deposit Accounts](#)
- [When to use a RBC Standard POA Form](#)
- [POA Qualifications](#)
- [Other Considerations](#)
- [General POA](#)
- [Limited POA](#)
- [Standard Forms](#)
- [Non-Standard Forms](#)



TAB 1 - D

Affidavit in Support of a Charter Motion

Humber College, Bachelor of Applied Arts, Paralegal Studies

PERSONAL WRITING PORTFOLIO

Course: PBLA 254 – Fall 2013

Student: Doug Taylor

Professor: Rick Libman

Provincial Offences – Charter of Rights and Freedoms Motion

Unreasonable Delay

10-11-13 15:50 RCVD

Affidavit of Rhonda Ford in Support of Charter Motion for Unreasonable Delay:

My name is Rhonda Ford and I am a student at Humber College.

I swear/affirm that the following is true:

- (i) On September 30, 2012, I was charged with exceeding the posted speed limit contrary to the *Highway Traffic Act* of Ontario, while driving my car on Evans Avenue.
- (ii) I considered the charge to be false and I filed a notice of intention to appear in Court.
- (iii) I was given a trial date of October 15, 2013.
- (iv) I consider this delay to be unreasonable, excessive and unjustified
- (v) I have not been offered any explanation for the unreasonable delay between the date of the offence and the scheduled trial date.
- (vi) I have recently been looking after a family member who is terminally ill.
- (vii) The additional anxiety created by the fear of not being able to recall details from incident on the day I received the ticket, coupled with the stress of waiting for my trial date has caused me an overwhelming feeling of stress and anxiety.
- (viii) The added anxiety and mental stress created by my trial delay and fear of inability to recall details, has negatively affected my ability to concentrate on my studies as a full-time student.

Sworn/Affirmed before me at _____ in _____ on _____
municipality province, state or country date

Signature

(This form is to be signed in front of a lawyer,
peace, notary public or commissioner for taking affidavits) illegible)

Commissioner for taking affidavits

(Type or print name below if signature is justice of the

Dear Rhonda,

Unfortunately, I will not be able to sign this affidavit for you. Signing this affidavit on your behalf is illegal and unethical.

For me to officially commission this affidavit, you are required, in person, to sign and affirm the truth of the contents and acknowledge your understanding of the effect of affirming the contents of the affidavit.

Without the commissioned stamp, the court will not accept this document.

Sincerely,

Doug Taylor

8
10

I would be a witness
- quite common of
notary act
i.e. legislation.

Assignment # 2: Articles of Incorporation for BDT Paralegal Professional Corporation

Students: [REDACTED], [REDACTED] and Doug Taylor

Professor: Peter Libman

Course: PLBA 4002

Date: November 6, 2015

Request ID: 009659486

Province of Ontario

Date Report Produce:

2007/11/05

Demande n°:

Transaction ID: 033684587

Transaction n°:

Province de l'Ontario

Ministry of Consumer and Business Services

Ministère des Services aux consommateurs et aux entreprises

Category ID: CT

Categorie

Companies and Personal Property Security Branch

Direction des compagnies et des sûretés mobilières

Document produit le:

Time report produced: 10:04:11

Imprime a:

Certificate of Incorporation Certificat de constitution

This is to certify that

Ceci certifie que

BDT PARALEGAL PROFESSIONAL CORPORATION

Ontario Corporation No.

Numero matricule de la personne morale
en Ontario

001234567

is a corporation incorporated,
under the laws of the Province of Ontario.

est une société constituée aux termes
des lois de la province de l'Ontario

These articles of incorporation
are effective on

Les présents statuts constitutifs
Entrent en vigueur le

NOVEMBER 6 NOVEMBRE, 2015

Director/Directrice
Business Corporations Act/Loi sur les sociétés par actions

Instructions for Completing

This form together with required supporting documents and fee, must be filed with the Ministry to incorporate an Ontario business corporation under the *Business Corporations Act*.

Articles in duplicate may be mailed to the Toronto address listed below. For over-the-counter service articles may be filed in person at the Toronto office or at some Land Registry/ServiceOntario offices in Ontario. For a list of locations see the "Offices That Endorse Articles Submitted Under the *Business Corporations Act*" information sheet or visit the ServiceOntario web site at: www.ServiceOntario.ca.

Electronic Filing of Articles of Incorporation is available through Service Providers under contract with the Ministry of Government Services. For information about Service Providers visit the ServiceOntario website at: www.ServiceOntario.ca.

Fee

\$360.00

BY MAIL - Cheque or money order payable to the Minister of Finance.

IN PERSON – (at the Toronto office) – cash, cheque or money order payable to Minister of Finance, Visa, MasterCard, American Express or debit card. (If you are filing the documents at a Land Registry or ServiceOntario Office, call first to confirm whether credit or debit cards are acceptable).

There will be a service charge payable for any cheque returned as non-negotiable by a bank or financial institution.

Supporting Documents

Name Search

If you are incorporating under a name instead of a number name, you must obtain an Ontario-biased NUANS report for the proposed name. NUANS is a computerized search system that compares a proposed corporate name or trade-mark with databases of existing corporate bodies and trade-marks. This comparison determines the similarity that exists between the proposed name or mark and existing names in the database, and produces a listing of names that are found to be most similar. This search must be submitted together with the duplicate Articles of Incorporation within 90 days from production by the NUANS system. For example, articles submitted on November 28th could be accompanied by a NUANS name search report dated as early as August 30th, but not dated earlier.

The Companies and Personal Property Security Branch does not provide this search. Suppliers are listed in the Yellow Pages under the heading "Searchers of Records" or visit Industry Canada's NUANS site at, www.nuans.com for a list of registered search houses that can assist you with obtaining a NUANS search report and filing your corporate documents with the Ministry of Government Services. Please note the NUANS search **must be Ontario biased**.

It is the applicant's responsibility to check the search for similar/identical names and to obtain any consent that may be required. The Ministry will not grant a name that is identical to the current name or former name of another corporation operating in Ontario whether active or not, unless it has been more than ten years since the other corporation dissolved or changed its name. The only exception to this rule is when the corporation meets the requirements of Subsection 6(2) of Regulation 62 under the *Business Corporations Act*. In this case a legal opinion must accompany the articles being filed. The legal opinion must be on legal letterhead and must be signed by an individual lawyer (not a law clerk or law firm). It must also clearly indicate that the corporations involved comply with Subsection 6(2) by referring to each clause specifically.

INSTRUCTIONS
It is important to read these notes before completing the attached form.

Print all information clearly in CAPITAL LETTERS using black ink.

It is the responsibility of the applicant(s) to ensure that information submitted under the *Business Names Act* is accurate and complete. It is an offence under section 10 of the Act if a person, without reasonable cause, submits a statement in an application for a registration under this Act that is false or misleading with respect to any material fact. On conviction, a person guilty of an offence is liable to a fine of not more than \$2,000 or, if the person is a corporation, to a fine of not more than \$25,000. If a corporation is guilty of an offence, every director or officer of the corporation and every person acting as its representative in Ontario who authorized, permitted or acquiesced in such an offence is also guilty of an offence and on conviction is liable to a fine of not more than \$2,000.

Complete all sections of the form. Incomplete forms will be returned.

Fees:

- there is a fee payable for new registrations and renewals;
- fees may be paid in cash, money order or cheque;
- payable to the **Ontario Minister of Finance**;
- do not send cash in the mail;
- a handling fee will be charged for a non-negotiable cheque.

Please forward both copies of the enclosed form to the Ministry of Government Services. The Client copy will no longer be certified consistent with Ontario Regulation 175 / 94 Section 4. The Client copy will be returned, with a validation in the bottom right-hand corner.

Return completed forms to:

Ministry of Government Services
Central Production and Verification Services Branch
393 University Avenue, Suite 200
Toronto ON M5G 2M2

Please do not separate the form.
Refer to these notes while completing form.
1. Registration Type - Check the appropriate box:
New (Fee payable)

- a new registration is the first filing of the business name;
- a change of business name/identification name is considered a new registration.

Renewal (Fee payable)

- a registration expires in five years and must be renewed.

Amendment (No fee payable)

- an amendment should be filed whenever there is a change in address, activity or corporation name.

Cancellation (No fee payable)

- a cancellation should be submitted if you stop using the business name.

BIN

For renewal, amendment or cancellation, enter "Business Identification No." (BIN).

- 2. Business or Identification Name - Please print the business name.** This is the name you are registering. The business name must be set out in Block Capital Letters in the squares provided and must commence on the first line of the 'grid' in the first square. Each square of the grid represents a letter of the alphabet, a punctuation mark, or a space. If there is not sufficient space on the grid for the name, please use additional form(s). Please complete all items on additional form(s) and note the number of each additional page in the top right-hand corner of each form.

- 3. Mailing Address of Registrant - Include street number, name, municipality and postal code.** Your copy of the registration will be mailed to this address.

- 4. Business Address (Address of Principal Place of Business) in Ontario - Include street number, name, municipality and postal code.**

A post office box is not acceptable in a business address. If there is more than one place of business, select one as the principal place. Where the business address is outside Ontario, set out the words "Not Applicable" in Item 4. If this is the case, please ensure that Item 3, the mailing address, includes the street address of the principal place of business outside of Ontario, as a post office box is not acceptable.

- 5. Activity - Include a brief description of the activity being performed.**
- 6. Corporation Name - the name of the corporation that is registering the business name.**
- 7. Ontario Corporation Number - the number assigned to the corporation named in Item 6.**
- 8. Jurisdiction - the name of the jurisdiction in which the corporation was incorporated. Please do not use abbreviations.**
- 9. Address of the Head or Registered Office of the corporation - include the number, street, municipality and postal code of the head or registered office address. A post office box is not acceptable.**
- 10. Print the name of the person authorizing the registration, (either an officer, or a director, or a person acting under a power of attorney).**

Additional Information: If the person authorizing the registration is not an individual e.g. corporation, trust, syndicate set out the name in "Additional Information" and do not complete the boxes for the last, first and middle names.



Ministry of
Government Services

Ministère des
Services gouvernementaux

Registration Form 2
under the *Business Names Act* - Corporations
Enregistrement Formule 2
en vertu de la *Loi sur les noms commerciaux*
(Personnes morales)

Print clearly in CAPITAL LETTERS /
Écrivez clairement en LETTRES MAJUSCULES

1. Registration Type
Type d'enregistrement

If B, C, or D enter Business Identification Number. /
En cas de B, C ou D, inscrivez le n° d'identification de l'entreprise.

A ☒ New
Nouvel B ☐ Renewal
Renouvellement C ☐ Amendment
Modification D ☐ Cancellation
Révocation

BIN Business Identification No. /
NIE le n° d'identification de l'entreprise

2. Business or Identification Name / Nom commercial ou d'identification
BDT PARALEGAL PROFESSIONAL CORPORATION

3. Mailing Address of Registrant / L'Adresse postale de Registrant

Street No. / N° de rue **130** Street Name / Nom de la rue **KING STREET** Suite No. / Bureau n° **1500**
City / Town / Ville **TORONTO** Province / Province **ONTARIO** Postal Code / Code postal **M9M 3K5**
Country / Pays **CANADA**

4. Address of principal place of business in Ontario / Adresse de l'établissement principal en Ontario
(P.O. Box not acceptable / Case postale non acceptée)

☒ Same as above / comme ci-dessus

Street No. / N° de rue _____ Street Name / Nom de la rue _____ Suite No. / Bureau n° _____
City / Town / Ville _____ Province _____ Postal Code / Code postal _____
Country / Pays _____

5. Give a brief description of the ACTIVITY being carried out under the business/identification name. /
Résumez brièvement le genre d'ACTIVITÉ exercée sous le nom commercial ou d'identification.

PARALEGAL SERVICES AUTHORIZED BY LSUC

6. Corporation Name / Personne morale
BDT PARALEGAL PROFESSIONAL CORPORATION

7. Ontario Corporation Number / Numéro matricule de la personne morale en Ontario
001234567

8. Jurisdiction in which the corporation was incorporated / Le territoire de compétence où la personne morale a été constituée
CITY OF TORONTO

9. Address of Head or Registered Office of the corporation (P.O. Box not acceptable) / Adresse du siège social ou du bureau enregistré de la personne morale (Case postale non acceptée)

Street No. / N° de rue **130** Street Name / Nom de la rue **KING STREET** Suite No. / Bureau n° **1500**
City / Town / Ville **TORONTO** Province **ONTARIO** Postal Code / Code postal **M9M 3K5**
Country / Pays **CANADA**

10. Print name of person authorizing this registration (either an officer, or a director, or a person acting under a power of attorney). /
Indiquez en lettres majuscules le nom de la personne autorisant l'enregistrement (dirigeant, administrateur, ou personne habilitée en vertu d'une procuration).

me / Prénom Middle Initial / Initiale 2^e prénom

If person authorizing the registration is not an individual (eg. corporation, trust, syndicate), print name below and do not complete last, first and middle names above. / Si la personne qui autorise l'enregistrement n'est pas un individu (c'est-à-dire une personne morale, un trust ou syndicat) ne pas remplir le nom de famille, prénom et 2^e prénom.

Additional Information / Renseignements supplémentaires

MINISTRY USE ONLY / RÉSERVÉ AU MINISTÈRE

It is the responsibility of the applicant(s) to ensure the accuracy of the information submitted. It is an offence under section 10 of the *Business Names Act* to submit false or misleading information. / Il incombe aux demandeurs de veiller à l'exactitude des renseignements présentés. Le demandeur qui fait une déclaration fautive ou trompeuse commet une infraction en vertu de l'article 10 de la *Loi sur les noms commerciaux*.

CONSENT

TO: BDT PARALEGAL PROFESSIONAL CORPORATION
(the "Corporation")

AND TO: THE SHAREHOLDERS THEREOF

I hereby certify as follows:


1. I am not less than eighteen (18) years of age
2. I have not been found to be of unsound mind by a Court in Canada or elsewhere
3. I do not have the status of a bankrupt; and
4. I am a citizen and ordinarily reside in Canada;

I hereby acknowledge that the Corporation is relying upon this certificate for the purpose of ensuring compliance by the Corporation with the provision of The Business Corporation Act, R.S.O. 1990, c. B.B. 16, and agree to advise the Corporation by instrument in writing delivered to the Corporation of any change in my status as hereinbefore declared;

I hereby consent to act as a director of the Corporation. This consent shall continue in effect from year to year so long as I am re-elected to the board of directors by the shareholders, but if I resign from the board of directors, this consent shall cease to have effect from the effective date of resignation; and

I further consent to the participation by any director at a meeting of the board of directors or of any committee of directors of the Corporation by means of such telephone, electronic or other communication facilities as permit all persons participating in the meeting to communicate with each other simultaneously and instantaneously, such consent to continue in effect unless revoked by an instrument in writing delivered to the Corporation.

DATED this 6th day of November, 2015.



Eimy Barrios - Rodriguez

130 King Street, Toronto ON, Canada M9M 3K5

CONSENT

TO: BDT PARALEGAL PROFESSIONAL CORPORATION
(the "Corporation")

AND TO: THE SHAREHOLDERS THEREOF

I hereby certify as follows:


9. I am not less than eighteen (18) years of age
10. I have not been found to be of unsound mind by a Court in Canada or elsewhere
11. I do not have the status of a bankrupt; and
12. I am a citizen and ordinarily reside in Canada;

I hereby acknowledge that the Corporation is relying upon this certificate for the purpose of ensuring compliance by the Corporation with the provision of The Business Corporation Act, R.S.O. 1990, c. B.B. 16, and agree to advise the Corporation by instrument in writing delivered to the Corporation of any change in my status as hereinbefore declared;

I hereby consent to act as a director of the Corporation. This consent shall continue in effect from year to year so long as I am re-elected to the board of directors by the shareholders, but if I resign from the board of directors, this consent shall cease to have effect from the effective date of resignation; and

I further consent to the participation by any director at a meeting of the board of directors or of any committee of directors of the Corporation by means of such telephone, electronic or other communication facilities as permit all persons participating in the meeting to communicate with each other simultaneously and instantaneously, such consent to continue in effect unless revoked by an instrument in writing delivered to the Corporation.

DATED this 6th day of November, 2015.



Doug Taylor

130 King Street, Toronto ON, Canada M9M 3K5

ALLOTTEES
Eimy Barrios Rodriguez
Senelia Downey
Doug Taylor

NUMBER AND CLASS OF SHARES
100 common shares
100 common shares
100 common shares

5. The Corporation having received payment in full for such shares, hereby declares that such shares be issued as fully-paid and non-assessable and certificates thereof be issued in the name of the above allottee or as she may in writing direct.

REGISTERED OFFICE

6. The registered office of the Corporation is hereby fixed at 130 King Street, Toronto, Ontario, M9M 3K5 until changed by resolution of the board.

APPOINTMENT OF BANK

7. TD CANADA TRUST be and is hereby appointed the Bank of the Corporation and the banking resolution as required by the said Bank, in the form annexed hereto, be and the same is hereby passed.

LOCATION OF MINUTE BOOK

8. The minute book containing all corporate and directors' records be maintained at either the Corporation's registered office or at the offices of the Corporation's solicitors.

CORPORATE SEAL

9. The corporate seal, an impression of which appears in the margin hereof, be and the same is hereby adopted as the seal of the Corporation.

The undersigned, being the board of directors of the Corporation, hereby sign the foregoing resolutions in accordance with the provisions of *The Business Corporations Act, R.S.O. 1990, c.B.16*.

DATED this 6th day of November, 2015.

[REDACTED] [REDACTED]
[REDACTED]



DOUG TAYLOR

Bilingual Name

When incorporating a corporation with an English and French form of the name a name search is required for each form of the name (English and French) unless the English and French forms of the name are identical and the legal element in the French form is the French version of the legal element in the English form (for example, INCORPOREE and INCORPORATED). There should be a forward slash (/) separating the two forms of the name.

Number Names

You do not require a name search for a number name. In article one on the form, leave nine empty boxes, then type or print in block capital letters the word "ONTARIO" followed by one of the following legal elements: LIMITED, LIMITÉE, INCORPORATED, INCORPORÉE, CORPORATION or the corresponding abbreviation LTD., LTÉE, INC., or CORP. The Companies and Personal Property Security Branch will assign a number to the corporation.

Covering Letter

Enclose a covering letter setting out the name of a contact person, a return address and a telephone number. This will facilitate the processing of the articles should a question arise as to the content of the articles.

Appearance of Documents

The Articles of Incorporation must be completed in duplicate on Form 1 as approved by the Minister. All documents must be legible and compatible with the microfilming process, with the information typed or hand printed in block capital letters, on one side of good quality white bond paper 8 ½" X 11".

The article headings are numbered 1 to 10 and must remain in that order. Do not leave out any of the headings. If a section does not apply type "nil" or "not applicable". When additional pages are required, due to lack of space, they should be the same size as all the other pages and should be inserted after the applicable heading with the same number as the heading page with the addition of alphabet characters to indicate sequence. For example, pages inserted after page 3 would be numbered 3A, 3B, etc.

Article 1 Set out the name of the corporation in block capital letters starting from the first box of the first line on the left with one letter per box and one empty box for a space. Punctuation marks are entered in separate boxes. Complete one line before starting in the first box of the next line. The name entered must be exactly the same as that on the name search report.

E	A	S	T		S	I	D	E		I	N	V	E	S	T	M	E	N	T		A	N	D		M	A	N	A	G
E	M	E	N	T		L	T	D	.																				

Article 2 The address (where multi-office building include room or suite number) of the registered office of the corporation must be set out in full including the street name, street number or R.R. #, municipality, province, country and the postal code. A post office box alone is not an acceptable address. If there is no street and number, set out the lot and concession or lot and plan numbers. The registered office must be in Ontario.

Article 3 Set out the number of directors. This can be a fixed number of directors (e.g.. 1) or a minimum and maximum number (e.g. minimum 1, maximum 10). Do not complete both.

Article 4 The name(s) (including first name, middle names and surname) and the address for service for each of the first directors must be set out. The address should include the street name, street number, suite (or R.R. #) municipality, province, country and postal code. Directors must be individuals, not corporations. State if the director(s) is/are Resident Canadian(s). At least 25 per cent of the directors must be resident Canadians (if 25% of the directors is not a whole number round up to the nearest whole number). Where a corporation has less than four directors, at least one must be a resident Canadian. The directors must be individuals, not corporations.

Form 2, Consent to Act as a First Director - A person listed as a director (article 4) who is not an incorporator (article 10) and therefore is not signing the form is required to complete a Form 2, Consent to Act as First Director. The completed and signed Form 2 must be available for inspection at the registered office of the corporation.

- Article 5** Set out restrictions, if any, on the business the corporation may carry on or on the powers that the corporation may exercise. If none, state so.
- Article 6** Set out the classes and any maximum number of shares that the corporation is authorized to issue. This item should be completed (e.g., unlimited common shares).
- Article 7** Set out the rights, privileges, restrictions and conditions (if any) attached to each class of shares and directors authority with respect to any class of shares that may be issued in series.
- Article 8** Set out restrictions on issue, transfer or ownership of shares (if any).
- Article 9** Set out other provisions (if any).
- Article 10** Set out name and address for service of each of the incorporators. If the incorporator is a corporation set out the address of the registered or head office. The address should include the street name, street number and suite (if applicable) or R.R. # and the municipality, province, country and postal code.
- Execution** Both copies of the articles must be signed by each of the incorporators. Print the full name of the incorporator beside his/her signature or if the incorporator is a corporation print the name of the corporation and the name and office of the individual signing for the corporation (e.g., President).

Articles (In duplicate), original Ontario-biased NUANS name search report (If applicable), covering letter and filing fee should be mailed or delivered to:

**Ministry of Government Services
Companies and Personal Property Security Branch
393 University Avenue, Suite 200
Toronto ON M5G 2M2**

375 University Avenue, 2nd Floor (In Person)

Form 1
Business
Corporations
Act

Formule 1
Loi sur les
sociétés par
actions

**Articles of Incorporation
Statuts Constitutifs**

1. The name of the corporation is: (Set out in BLOCK CAPITAL LETTERS)
Dénomination sociale de la société : (Écrire en LETTRES MAJUSCULES SEULEMENT)

BDT PARALEGAL PROFESSIONAL CORPORATION																			

2. The address of the registered office is:
Adresse du siège social :

130 King Street, Suite 1500

(Street & Number or R.R. Number & if Multi-Office Building give Room No.)
(Rue et numéro ou numéro de la R.R. et, s'il s'agit d'un édifice à bureaux, numéro du bureau)

Toronto

ONTARIO M9W3K5

(Name of Municipality or Post Office)
(Nom de la municipalité ou du bureau de poste)

(Postal Code)
(Code postal)

3. Number of directors is/are:
Nombre d'administrateurs :

Fixed number
Nombre fixe

OR minimum and maximum
OU minimum et maximum

1 10

4. The first director(s) is/are:
Premier(s) administrateur(s) :

First name, middle names and surname
Prénom, autres Prénoms et nom de famille

Address for service, giving Street & No. or R.R. No.,
Municipality, Province, Country and Postal Code
Domicile élu, y compris la rue et le numéro, le numéro de la
R.R. ou le nom de la municipalité, la province, le pays et le
code postal

Resident Canadian?
Yes or No
Résident canadien?
Oui/Non

[REDACTED]

130 King Street, Suite 1500, Toronto,
ON, M9W3K5

Yes

[REDACTED]

130 King Street, Suite 1500, Toronto,
ON, M9W3K5

Yes

Doug Taylor

130 King Street, Suite 1500, Toronto,
ON, M9W3K5

Yes

5. Restrictions, if any, on business the corporation may carry on or on powers the corporation may exercise.
Limites, s'il y a lieu, imposées aux activités commerciales ou aux pouvoirs de la société.

In accordance with section 61.0.1(1)(B) of the Law Society Act, R.S.O. 1990, c. L.8; "one or more persons who are licensed to provide legal services in Ontario may establish a professional corporation for the purpose of providing legal services in Ontario."

See note next page

6. The classes and any maximum number of shares that the corporation is authorized to issue:
Catégories et nombre maximal, s'il y a lieu, d'actions que la société est autorisée à émettre :

("Unlimited")

5

7. Rights, privileges, restrictions and conditions (if any) attaching to each class of shares and directors authority with respect to any class of shares which may be issued in series:

Droits, privilèges, restrictions et conditions, s'il y a lieu, rattachés à chaque catégorie d'actions et pouvoirs des administrateurs relatifs à chaque catégorie d'actions qui peut être émise en série :

In accordance with section 61.01.(5)(2) of the Law Society Act, R.S.O. 1990, c. L8, "The articles of incorporation of a professional corporation described in clause (1) (b) shall provide that the corporation may not carry on a business other than the provision of legal services, but this paragraph shall not be construed to prevent the corporation from carrying on activities related to or ancillary to the provision of legal services, including the investment of surplus funds earned by the corporation."

They should go on the previous page
because it's not a restriction on shares
but related to the business of the
corporation.

This page should be part of documents etc
for the records

(5)

8. The issue, transfer or ownership of shares is/is not restricted and the restrictions (if any) are as follows:

L'émission, le transfert ou la propriété d'actions est/n'est pas restreint. Les restrictions, s'il y a lieu, sont les suivantes :



In accordance with section 61.0.1 (4)(2) of the Law Society Act, R.S.O. 1990, L8.; "all of the issued and outstanding shares of a professional corporation described in clause (1) (b) shall be legally and beneficially owned, directly or indirectly, by one or more persons who are licensed to provide legal services in Ontario."

don't use quoted notes

→ 2d paragraph is app
proposed to be added
to shareholders
agmt or
transfer

9. Other provisions if any:
Autres dispositions, s'il y a lieu :


10. The names and addresses of the incorporators are:
Noms et adresses des fondateurs :


First name, middle names and surname or corporate name Prénom, autres prénoms et nom de famille ou dénomination sociale	Full address for service or if a corporation, the address of the registered or head office giving street & No. or R.R. No., municipality, province, country and postal code Domicile élu au complet ou, dans le cas d'une société, adresse du siège social ou adresse de l'établissement principal, y compris la rue et le numéro ou le numéro de la R.R., la municipalité, la province, le pays et le code postal
	130 King Street, Suite 1500, Toronto, ON, M9W3K5
	130 King Street, Suite 1500, Toronto, ON, M9W3K5
Doug Taylor	130 King Street, Suite 1500, Toronto, ON, M9W3K5


These articles are signed in duplicate.
Les présents statuts sont signés en double exemplaire.


Full name(s) and signature(s) of incorporator(s). In the case of a corporation set out the name of the corporation and the name and office of the person signing on behalf of the corporation

Nom(s) au complet et signature(s) du ou des fondateurs. Si le fondateur est une société, indiquer la dénomination sociale et le nom et le titre de la personne signant au nom de la société


Signature / signature


Name of incorporator (or corporation name & signatories name and office)
Nom du fondateur (ou dénomination sociale et nom et titre du signataire)


Signature / signature


Name of incorporator (or corporation name & signatories name and office)
Nom du fondateur (ou dénomination sociale et nom et titre du signataire)


Signature / signature

Doug Taylor

Name of incorporator (or corporation name & signatories name and office)
Nom du fondateur (ou dénomination sociale et nom et titre du signataire)

Signature / signature

Name of incorporator (or corporation name & signatories name and office)
Nom du fondateur (ou dénomination sociale et nom et titre du signataire)

By-Law No. 1

A By-law generally relating to the conduct of the business and affairs of

BDT PARALEGAL PROFESSIONAL CORPORATION

(hereinafter called the "Corporation")

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| 3. Meetings | 4. Remuneration of Indemnification |
| 5. Officers | 6. Meetings of Shareholders |
| 7. Shares | 8. Dividends |
| 9. Financial Year | 10. Notices |
| 11. Execution of Documents | 12. Effective date |
| 13. Repeal | |

BE IT ENACTED as a by-law of the Corporation as follows:

ARTICLE I. INTERPRETATION

Section 1.01 In this by-law and all other by-laws and resolutions of the Corporation, unless the context otherwise requires:

- (a) "*Act*" means the Business Corporations Act, R.S.O. 1990, c.B.16, together with the Regulations made pursuant thereto and any statute or regulations that may be substituted therefore, as amended from time to time;
- (b) "articles" means the articles of incorporation of the Corporation which may be amended or restated from time to time;
- (c) "board" means the Corporations board of directors;
- (d) "by-laws" means this and all other by-laws of the Corporation as amended from time to time, and from time to time in force and effect;
- (e) "Corporation" means this Corporation;
- (f) "number of directors" means the number of directors provided for in the articles or, where a minimum and maximum number of directors is provided for in the articles, the number of directors determined by a special resolution or resolution passed pursuant to the relevant provisions of the *Act*;

- (g) "meeting of shareholders" means any meeting of shareholders, whether annual or special;
- (h) "special meeting of shareholders" means a special meeting of all shareholders entitled to vote at an annual meeting of shareholders and a meeting of any class or classes of shareholders entitled to vote on the question at issue; and
- (i) "person" includes an individual, sole proprietorship, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, and a natural person in his/her capacity as a trustee, executor, administrator, or any other legal representative.

Section 1.02 In this by-law where the context requires, words importing the singular include the plural and vice versa and words importing gender include masculine, feminine and neutral genders.

Section 1.03 All the words and terms appearing in this by-law shall have the same definitions and applications as in the *Act*.

Section 1.04 If any of the provisions contained in this by-law are inconsistent with those contained in the articles or a unanimous shareholder agreement, the provisions contained in the articles or unanimous shareholder agreement, as the case may be, shall prevail.

ARTICLE II. DIRECTORS

Section 2.01 Powers.

Subject to any unanimous shareholder agreement, the business and affairs of the Corporation shall be managed and/or supervised by a board of directors. Until changed in accordance with the *Act*, the board shall consist of not fewer than the minimum number nor more than the maximum number of directors provided for in the articles.

Section 2.02 Resident Canadians.

Except where the Corporation is a non-resident Corporation, a majority of the directors shall be resident Canadians but where the Corporation has only one or two director, that director or one of the two directors, as the case may be, shall be a resident Canadian.

The board shall not transact business at a meeting, other than the filling of a vacancy in the board, unless a majority of the directors present are resident Canadians, except where:

- (a) A resident Canadian director who is unable to be present approves in writing or by telephone or other communications facilities the business transacted at the meeting; and

- (b) A majority of resident Canadian directors would have been present had that director been present at the meeting.

Section 2.03 Qualifications

Any individual may be a director of the Corporation except:

- (a) an individual who is less than eighteen (18) years of age;
- (b) an individual who is of unsound mind and has been so found by a court;
- (c) an individual who has the status of a bankrupt; or
- (d) an individual who is not a licensed professional in accordance with section 61.0.1(1)(b) of the *Law Society Act*.

Section 2.04 Directors as Shareholders.

The qualification of a director shall be the holding of at least one share in the capital stock of the corporation.

Section 2.05 Election and Term.

The election of directors shall take place at the first meeting of shareholders and at each succeeding annual meeting at which an election of directors is required. The directors shall hold office for an expressly stated term, which shall not expire not later than the close of the third annual meeting of shareholders following the election. A director not elected for an expressly stated term ceases to hold office at the end of the first annual meeting of shareholders following his/her election. Incumbent directors, if qualified, may be eligible for re-election. If an election of directors is not held at the proper time, the incumbent directors shall continue in their office until their successors are elected.

Section 2.06 Resignation.

A director who is not named in the articles may resign from office upon giving a written notice to the Corporation and such resignation becomes effective when it is received by the Corporation or at the time specified therein, whichever is later. A director named in the articles shall not be permitted to resign his/her office unless a successor is elected or appointed at the time the resignation is to become effective.

Section 2.07 Removal.

Subject to the provisions of the *Act*, the shareholders may, by ordinary resolution passed at a meeting of shareholders, remove any director or directors from office before the

expiration of his/her or their respective terms and may, by a majority of the votes cast at the meeting, elect any person in his/her place for the remainder of the term.

Section 2.08 Vacation of Office.

A director ceases to hold office when he/she dies, resigns, is removed from office by the shareholders, or becomes disqualified to serve as a director in accordance with section 2.03 hereof.

Section 2.09 Vacancies.

Subject to the provisions of the *Act*, where a vacancy occurs on the board, a quorum of the directors then in office may appoint a person to fill the vacancy for the remainder of the term. If there is not a quorum of directors or if there has been a failure to elect a number of directors required by the articles or in the case of a variable board as required by special resolution, the directors then in office shall call a special meeting of the shareholders to fill the vacancy and, if they fail to call a meeting or if there are no directors then in office, the meeting may be called by any shareholder.

ARTICLE III. MEETINGS OF DIRECTORS

Section 3.01 Place of Meetings.

Meetings of the board may be held at any place within or outside Ontario and it shall not be necessary that, in any financial year of the Corporation, a majority of the meetings of the board be held anywhere within Canada.

Section 3.02 Meetings by Telephone.

Where all the directors present at or participating in the meeting have consented thereto, any director may participate in a meeting of the board or of a committee of the board by means of conference telephone, electronic or other communication facilities as permit all persons participating in the meeting to communicate with each other simultaneously and instantaneously and a director participating in such a meeting by such means is deemed for the purposes of the *Act* and these by-laws to be present at the meeting. If a majority of the directors participating in such a meeting are then in Canada, the meeting shall be deemed to have been held in Canada.

Section 3.03 Calling of Meetings.

Meetings of the board shall be held from time to time at such place, at such time and on such day as the president or a vice-president who is a director or any two directors may determine, and the secretary shall call meetings when directed or authorized by any of those persons mentioned. Notice of every meeting so called shall be given in writing to each director not less than seven days before the meeting (excluding any part of a Sunday and of a holiday as defined by the *Interpretation Act*), except that no notice of meeting shall be necessary if all the directors are present or if those absent have waived notice of or

otherwise signified their consent to the holding of such a meeting. A notice of a meeting of directors need not specify the purpose of or the business to be transacted at the meeting except where the *Act* requires such purpose or business to be specified.

Section 3.04 Adjourned Meetings.

Notice of an adjourned meeting of the board is not required if the time and place of the adjourned meeting is announced at the original meeting.

Section 3.05 Regular Meetings.

The board may appoint a day or days in any month or months for regular meetings at a place and hour to be named. A copy of any resolution of the board fixing the place and time of regular meetings of the board shall be sent to each director forthwith after being passed, but no other notice shall be required for any such regular meetings except where the *Act* requires the purpose thereof or the business to be transacted thereat to be specified.

Section 3.06 First Meeting of the New Board.

Each newly elected board may without notice hold its first meeting immediately following a meeting of shareholders at which such board is elected, provided that a quorum of directors is present.

Section 3.07 Quorum.

Where the Corporation has fewer than three directors, all directors must be present at any meeting of directors to constitute a quorum. Subject to the articles or by-laws of the Corporation, a majority of the number of directors or minimum number of directors required by the articles constitutes a quorum at any meeting of directors but in no case shall a quorum be less than two-fifths of the number of directors or less than the minimum number of directors, as the case may be.

Section 3.08 Chairman.

The chairman of any meeting of the board shall be first mentioned of such of the following officers as have been appointed and who is a director and is present of the meeting:

- (a) Chairman of the Board;
- (b) Managing Director;
- (c) President; or
- (d) Vice-President.

If no such officer is present, the directors present shall choose one of their numbers to be chairman.

Section 3.09 Votes to Govern.

At all meetings of the board, every question shall be decided by a majority of the votes cast on the question.

Section 3.10 Casting Vote.

In the case of an equality of votes on any question at a meeting of the board, the chairman of the meeting shall be entitled to a second or casting vote.

Section 3.11 Disclosure of Interests in Contracts.

Every director or officer of the Corporation who is a party to a material contract or transaction or proposed material contract or transaction with the Corporation, or is a director or officer of or has a material interest in any person who is a party to a material contract or transaction or proposed material contract or transaction with the Corporation, shall disclose in writing to the Corporation or request to have entered in the minutes of the meeting of the directors the nature and extent of his/her interest at the time and in the manner required by the *Act*. Any such contract or proposed contract shall be referred to the board or shareholders for approval even if such a contract is one that in the ordinary course of the Corporation's business would not require approval by the board or the shareholders, and a director interested in a contract so referred to the board shall not vote on any resolution to approve the same except as provided by the *Act*.

Section 3.12 Resolution in Lieu of Meeting.

A resolution in writing, signed by all the directors entitled to vote on that resolution at a meeting of directors or committee of directors, is as valid as if it had been passed at a meeting of directors or committee of directors. A copy of every resolution shall be kept with the minutes of the proceedings of the directors or committee of directors.

Section 3.13 Remuneration.

Subject to the articles or any unanimous shareholder agreement, the directors shall be paid such remuneration for their services as the board may from time to time determine. The directors shall also be entitled to be reimbursed for traveling and other expenses properly incurred by them in attending meetings of the board or any committee thereof. Nothing herein contained shall preclude any director from serving the Corporation in any other capacity and receiving remuneration therefore.

ARTICLE IV. DELEGATION

Section 4.01 Managing Director and Committee of Directors.

The board may appoint from their number a managing director who is a resident Canadian or a committee of directors, and delegate to such managing director or committee any of the powers of the board except those which, under the *Act*, a managing director or

committee or directors has no authority to exercise. A majority of the members of such committee shall be resident Canadians.

Section 4.02 Transaction of Business.

The powers of a committee of directors may be exercised by a meeting at which a quorum is present or by resolution in writing signed by all of the members of such committee who would have been entitled to vote on that resolution at a meeting of the committee. A meeting of such committee may be held at any place within or outside Ontario.

Section 4.03 Procedure.

Unless otherwise determined by the board, each committee shall have the power to fix its quorum at not less than a majority of its members, to elect its chairman and to regulate its procedure. To the extent that the committee does not establish rules to regulate its procedure, the provisions of this by-law applicable to meetings of the board shall apply *mutatis mutandis*.

ARTICLE V. OFFICERS

Section 5.01 Appointment.

Subject to the provisions of the *Act*, the articles or any unanimous shareholder agreement, the board may from time to time appoint a president, one or more vice-presidents (to which title may be added words indicating seniority or function), a secretary, a treasurer and such other officers as the board may determine, including one or more assistants to any of the officers so appointed. The board may specify the duties of and, in accordance with this by-law and subject to the provisions of the *Act*, delegate to such officers powers to manage the business and affairs of the Corporation. Same for the chairman of the board and the managing director, an officer may but need not be a director and one person may hold more than one office.

Section 5.02 Term, Remuneration and Removal.

The terms of employment and remuneration of all officers elected or appointed by the board (including the president) shall be determined from time to time by resolution of the board. The fact that any officer or employee is a director or shareholder of the Corporation shall not disqualify him from receiving such remuneration as may be determined. All officers, in the absence of agreement to the contrary, shall be subject to removal by resolution of the board at any time with or without cause.

Section 5.03 Chairman of the Board.

The board may from time to time also appoint a chairman of the board who shall be a director. If appointed, the board may assign to him any of the powers and duties that are by any provisions of this by-law capable of being assigned to the president; and he shall, subject to the provisions of the *Act*, have such other powers and duties as the board may

specify. During the absence or disability of the chairman of the board, his duties shall be performed and his powers exercised by the president.

Section 5.04 Managing Director.

The board may from time to time appoint a managing director who shall be a resident Canadian and a director. If appointed, he shall be the chief executive officer and, subject to the authority of the board, shall have general supervision of the business and affairs of the Corporation; and he shall, subject to the provisions of the *Act*, have such other powers and duties as the board may specify. During the absence or disability of the president, or if no president has been appointed, the managing director shall also have the powers and duties of that office.

Section 5.05 President.

The board may from time to time appoint a president. The president shall be the chief operating officer of the Corporation and, if no managing director has been appointed, and subject to the authority of the board, shall have the general supervision of the business and affairs of the Corporation and he/she shall have such other powers and duties as the board may specify. During the absence or disability of the managing director, or if no managing director has been appointed, the president shall also have the powers and duties of that office.

Section 5.06 Vice-President.

The board may from time to time appoint one or more vice-presidents. The vice-president, or if there are more than one, the vice-presidents in order of seniority (as determined by the board) shall be vested with all the powers and shall perform all the duties of the president in the absence or disability or refusal to act of the president, except that he shall not preside at meetings of the directors or shareholders unless he is qualified to attend meetings of directors or shareholders as the case may be. If a vice-president exercises any such duty or power, the absence or inability of the president shall be presumed with reference thereto. A vice-president shall also perform such duties and exercise such powers as the chief executive officer may from time to time delegate to him or the board may prescribe.

Section 5.07 Secretary.

The secretary shall attend and be the secretary of all meetings of the board, shareholders and committees of the board and shall enter or cause to be entered in records kept for that purpose minutes of all proceedings thereat; he shall give or cause to be given, as and when instructed all notices to shareholders, directors, officers, auditors and members of committees of the board; he shall be custodian of all books, papers, records, documents and instruments belonging to the Corporation, except when some other officer or agent has

been appointed for that purpose; and he shall have such other powers and duties as the board or the chief executive officer may specify.

Section 5.08 Treasurer.

The board may from time to time appoint a treasurer. The treasurer shall keep, or cause to be kept, proper accounting records as required by the *Act*; he/she shall deposit, or cause to be deposited, all monies received by the Corporation in the Corporation's bank account; he/she shall, under the director of the board, supervise the safekeeping of securities and the disbursement of the funds of the Corporation; he/she shall render to the board, whenever required, an account of all his transactions as treasurer and of the financial position of the Corporation; and he/she shall perform such other duties as may from time to time be prescribed by the board.

Section 5.09 Powers and Duties of Other Officers.

The duties of all other officers of the Corporation shall be such as the terms of their engagement call for or the board requires of them. Any of the powers and duties of an officer to whom an assistant has been appointed may be exercised and performed by such assistant, unless the board otherwise directs.

Section 5.10 Variation of Powers and Duties.

From time to time and subject to the provisions of the *Act*, the board may vary, add to or limit the powers and duties of any officer.

Section 5.11 Term of Office.

The board, in its discretion, may remove any officer of the Corporation, without prejudice to such officer's rights under any employment contract. Otherwise each officer appointed by the board shall hold office until his successor is appointed.

Section 5.12 Conflict of Interest.

An officer shall disclose his interest in any material contract or transaction or proposed material contract or transaction with the Corporation in accordance with Section 3.11 herein.

ARTICLE VI. PROTECTION OF DIRECTORS, OFFICERS AND OTHERS

Section 6.01 Limitation of Liability.

Every director and officer of the Corporation, exercising his powers and discharging his duties, shall act honestly and in good faith with a view to the best interest of the Corporation, and exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances. Subject to the foregoing, no director or officer shall be liable for the acts, receipts, neglects or defaults of any other director or

employee, or for joining in any receipt or other act for conformity, or for any loss, damage or expense happening to the Corporation through the insufficiency or deficiency of title to any property acquired for or on behalf of the Corporation, or for the insufficiency or deficiency of any security in or upon which any of the monies of the Corporation shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortuous acts of any person with whom any of the monies, securities or effects of the Corporation shall be deposited, or for any loss occasioned by any error of judgment or oversight on his part, or for any other loss, damage or misfortune whatever, which shall happen in the execution of the duties of his office or in relation thereto, unless the same are occasioned by his own willful neglect or default; provided that nothing herein shall relieve any director or officer from the duty to act in accordance with the *Act* or from liability for any breach thereof.

Section 6.02 Indemnity of Directors and Officers.

Subject to the provisions of the *Act*, the Corporation shall indemnify a director or officer of the Corporation, a former director or officer of the Corporation, or a person who acts or acted at the Corporation's request as a director or officer of a body corporate of which the Corporation is or was a shareholder or creditor, and his heirs and legal representatives, against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgment, reasonably incurred by him/her in respect of any civil, criminal or administrative action or proceeding to which he is made a party by reason of being or having been a director or officer of such Corporation or body corporate if

- (a) he acted honestly and in good faith with a view to the best interests of the Corporation; and
- (b) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, he had reasonable grounds for believing that his conduct was lawful.

Section 6.03 Contract Liability

Any contract entered into by the Corporation that involves the expenditure, or the incurring of the liability, in excess of \$10,000 must be approved by a majority of all the directors.

Section 6.04 Insurance.

Subject to the limitations contained in the *Act*, the Corporation may purchase and maintain such insurance for the benefit of its directors and officers as such, as the board may from time to time determine.

ARTICLE VII. MEETINGS OF SHAREHOLDERS

Section 7.01 Annual Meetings.

Subject to Section 7.16 herein, the directors shall call the first annual meeting of shareholders not later than eighteen months after the Corporation comes into existence and, subsequently, not later than fifteen months after holding the last preceding annual meeting. The annual meeting of shareholders of the Corporation shall be held at such time and on such day in each year as the board may from time to time determine, for the purposes of receiving the reports and statements required by the *Act* to be laid before the annual meeting, electing directors, appointing auditors and fixing or authorizing the board to fix their remuneration, and for the transaction of such other business as may properly be brought before the meeting.

Section 7.02 Special Meetings.

The board may at any time call a special meeting of the shareholders for the transaction of any business which may properly be brought before such meeting of shareholders. All business transacted at an annual meeting of shareholders, except consideration of financial statements, auditor's report, election of directors and reappointment of the incumbent auditor, is deemed to be special business.

Section 7.03 Place of Meetings.

Meetings of the shareholders shall be held at the registered office of the Corporation or at such other place within or outside of Ontario as the board from time to time determines.

Section 7.04 Notice of Meetings.

Written notice of the time and place of each meeting of shareholders shall be sent not less than twenty-eight days in the case of an annual general meeting, and twenty-one days in the case of other shareholder meetings. Notice shall be sent to the auditor of the Corporation, to each director, and to each person whose name appears on the records of the Corporation at the close of business on the day next preceding the giving of the notice as a shareholder entitled to vote at the meeting. Notice of a special meeting of shareholders shall state:

- (a) the nature of the business to be transacted at the meeting in sufficient detail to permit the shareholders to form a reasoned judgment thereon; and
- (b) the text of any special resolution or by-law to be submitted to the meeting.

A shareholder and any other person entitled to attend a meeting of shareholders may in any manner and at any time waive of or otherwise consent to a meeting of shareholders.

Section 7.05 Persons Entitled to be Present.

The only persons entitled to attend a meeting of shareholders shall be those entitled to vote thereat, the directors and the auditor of the Corporation and others who although not entitled to vote are entitled or required under any provision of the *Act* or by-laws of the Corporation to be present at the meeting. Any other persons may be admitted only on the invitation of the chairman of the meeting or with the consent of the meeting.

Section 7.06 Quorum.

Subject to the provisions of the *Act*, if not less than ten shareholders, the holders of a majority of the shares entitled to vote at a meeting of shareholders present in person or by proxy constitute a quorum for the transaction of business at any meeting of shareholders.

Section 7.07 One-Shareholder Meeting.

If the Corporation has only one shareholder, or only one holder of any class or series of shares, the shareholder present or by proxy constitutes a meeting.

Section 7.08 Right to Vote.

At any meeting of shareholders, unless the articles otherwise provide, each share of the Corporation entitles the holder thereof to one vote at a meeting of shareholders, subject to the provisions of the *Act*.

Section 7.09 Joint Shareholders.

Where two or more persons hold the same share or shares jointly, any one of such persons present at a meeting of shareholders may in the absence of the other vote the shares but, if two or more of such persons who are present in person or by proxy, vote, they shall vote as one on the shares jointly held by them.

Section 7.10 Proxies.

Every shareholder entitled to vote at a meeting of shareholders may, by means of a proxy, appoint a proxy holder or one or more alternative proxy holders who are required to be shareholders to attend and act at the meeting in the manner and to the extent authorized by the proxy and with the authority conferred by the proxy. A proxy shall be in writing and shall conform with the requirements of the *Act*. The board may by resolution fix a time not exceeding forty-eight hours, excluding Saturdays and holidays, preceding any meeting or adjourned meeting of shareholders, before which time proxies to be used at that meeting must be deposited with the Corporation or an agent thereof, and any period of time so fixed shall be specified in the notice calling the meeting. A proxy shall be acted upon only if, prior to the time specified, it shall have been deposited with the Corporation or an agent thereof specified in such notice or, where no time is specified in such notice, the proxy has

been received by the secretary of the Corporation or by the chairman of the meeting or any adjournment thereof prior to the time of voting.

Section 7.11 Scrutineers.

At each meeting of shareholders one or more scrutineers may be appointed by a resolution of the meeting or by the chairman with the consent of the meeting to serve at the meeting. Such scrutineers need not be shareholders of the Corporation.

Section 7.12 Votes to Govern.

Subject to the provisions of the *Act*, the articles and the by-laws of the Corporation or any unanimous shareholder agreement, all questions proposed for the consideration of the shareholders at a meeting shall be decided by a majority of the votes cast thereon. In case of an equality of votes either on a show of hands or a poll, the chairman of the meeting ~~shall~~ shall not be entitled to a second or casting vote.

Section 7.13 Show of Hands.

Subject to the provisions of the *Act*, at all meetings of shareholders every question shall be decided by a show of hands unless a ballot thereon be required by the chairman or be demanded by a shareholder or proxy holder present and entitled to vote. Upon a show of hands, every person present and entitled to vote has one vote regardless of the number of shares he represents. After a show of hands has been taken upon any question, the chairman may require, or any shareholder or proxy holder present and entitled to vote may demand, a ballot thereon. Whenever a vote by show of hands shall have taken upon a question, unless a ballot thereon be so required or demanded, a declaration by the chairman that the vote upon the question has been carried or carried by a particular majority or not carried and entry to that effect in the minutes of the meeting shall be prima facie evidence of the fact without proof of the number or proportion of the votes recorded in favor of or against the question. The result of the vote so taken and declared shall be the decision of the

Corporation on the question. A demand for a ballot may be withdrawn at any time prior to the taking of the ballot.

Section 7.14 Ballots.

If a ballot is required by the chairman of the meeting or is demanded and the demand is not withdrawn, a ballot upon the question shall be taken in such manner as the chairman of the meeting directs.

Section 7.15 Adjournment.

The chairman of a meeting of shareholders may, with the consent of the meeting and subject to such conditions as the meeting may decide, adjourn the meeting from time to time and from place to place.

Section 7.16 Resolution in Lieu of Meeting.

Except where a written statement with respect to the subject matter of the resolution is submitted by a director or the auditors in accordance with the *Act*,

- (a) a resolution in writing signed by all the shareholders entitled to vote on that resolution at a meeting of shareholders is as valid as if it had been passed at a meeting of the shareholders; and
- (b) a resolution in writing dealing with any matter required by the *Act* to be dealt with at a meeting of shareholders, and signed by all the shareholders entitled to vote at that meeting, satisfied all the requirements of the *Act* relating to that meeting of shareholders.

ARTICLE VIII. SHARES

Section 8.01 Allotment.

Subject to the provisions of the *Act*, the articles and any unanimous shareholder agreement, the board may from time to time allot or grant options to purchase the whole or any part of the authorized and unissued shares of the Corporation at such time and to such persons and for such consideration as the board shall determine, provided that no share shall be issued until it is fully paid as provided by the *Act*. Shares in the Corporation shall be allotted by resolution of the board of directors, approved by not less than two-thirds of all directors, on such terms, for such consideration, and to such persons as the directors determine.

Section 8.02 Lien for Indebtedness.

Subject to the provisions of the *Act*, the Corporation shall have a lien on shares registered in the name of a shareholder indebted to the Corporation. Such lien may be enforced, subject to any other provision of the articles and to any unanimous shareholder agreement, by the sale of the shares thereby affected or by any other action, suit, remedy or proceeding

authorized or permitted by law or by equity and, pending such enforcement, the Corporation may refuse to register a transfer of the whole or any part of such shares.

Section 8.03 Share Certificates.

Every holder of one or more shares of the Corporation is entitled, at his option, to a share certificate, or to a non-transferable written acknowledgment of his right to obtain a share certificate, stating the number and class or a series of shares held by him as shown on the records of the Corporation. Share certificates and acknowledgments or a shareholder's right to a share certificate shall be in a form as the board shall from time to time approve. Any share certificate shall be signed in accordance with Section 11.01 herein and need not be under the corporate seal.

Section 8.04 Restrictions.

All of the issued and outstanding shares of a professional corporation described in clause 8.03 shall be legally and beneficially owned, directly or indirectly, by one or more persons who are licensed to provide legal services in Ontario, described in clause 2.03 (d) and in accordance with section 61.0.1(1)(b) of the *Law Society Act*.

Section 8.05 Replacement of Share Certificates.

Subject to the provisions of the *Act*, the directors may by resolution prescribe, either generally or in a particular case, the conditions upon which a new share certificate may be issued to replace a share certificate which has been defaced, lost, stolen or destroyed.

Section 8.06 Transfer Agent and Register.

The board may from time to time appoint a registrar to maintain the securities register and a transfer agent to maintain the register of transfers and may also appoint one or more branch registrars to maintain branch security registers and one or more branch transfer agent to maintain branch register or transfers, but one person may be appointed both registrar and transfer agent. The board may at any time terminate any such appointment.

Section 8.07 Joint Shareholders.

If two or more persons are registered as joint holders of any share, the Corporation shall not be bound to issue more than one certificate in respect thereof, and delivery of such certificate to one such persons shall be sufficient delivery to all of them. Any one of such persons may give effectual receipts for the certificate issued in respect thereof or for any

dividends, bonus, return of capital or other money payable or warrant issueable in respect of such shares.

ARTICLE IX. DIVIDENDS

Section 9.01 Declaration.

Subject to the provisions of the *Act*, the articles and to any unanimous shareholder agreement, the board may declare the Corporation may pay dividends to the shareholders according to their respective rights and interests in the Corporation. Dividends must be declared by a resolution, approved by not less than two-thirds of all directors. Dividends may be paid by issuing fully paid shares or the Corporation or options or rights to acquire fully paid shares of the Corporation or, subject to the provisions of the *Act*, may be paid in money or property.

Section 9.02 Dividend Clause

A dividend payable in cash shall be paid by cheque drawn on the Corporation's bankers or one of them to the order of each registered holder of shares of the class in respect of which it has been declared, and mailed by ordinary mail postage prepaid to such registered holder at his/her recorded address, unless such holder otherwise directs. In the case of joint holders, the cheque shall, unless such joint holders otherwise direct, be made payable to the order of all of such joint holders and mailed to them at their recorded addresses. The mailing of such cheque as aforesaid shall satisfy and discharge all liability for the dividend to the extent of the sum represented thereby plus the amount of any tax which the Corporation is required to and does withhold, unless such cheque be not paid on due representation.

Section 9.03 Non-Receipt of Cheque.

In the event of the non-receipt of any cheque for a dividend by the person to whom it is so sent as aforesaid, the Corporation shall issue to such person a replacement cheque for a like amount on such terms as to indemnity, reimbursement of expenses and evidence of non-receipt and of title as the board may from time to time prescribe, whether generally or in a particular case.

Section 9.04 Record Date of Dividends and Rights.

The board may fix in advance a date, preceding by not more than fifty (5) days the date for the payment of any dividend or the date for the issue of any warrant or other evidence of right to subscribe for securities of the Corporation, as a record date for the determination of the persons entitled to receive payment of such dividend or to exercise the right to subscribe for such securities, provided that notice of any such record date is given, not less than seven (7) days before such record date in the manner provided in the *Act*. Where no record date is fixed in advance as aforesaid, the record date for the determination of persons entitled to receive payment of any dividend or to exercise the right to subscribe for

securities of the Corporation shall be at the close of business on the day on which the resolution relating to such dividend or right to subscribe is passed by the board.

Section 9.05 Unclaimed Dividends.

Any dividend unclaimed after a period of six (6) years from the date on which the same has been declared to be payable shall be forfeited and shall revert to the Corporation.

ARTICLE X. NOTICES

Section 10.01 Method of Giving Notice.

Any notice, communication or other document required by the *Act*, the regulations, the articles or the by-laws to be given by the Corporation to a shareholder, director, officer, or auditor or member of a committee of the board of the Corporation under any provision of the *Act*, the articles or by-laws or otherwise shall be sufficiently given if delivered personally to the person to whom it is to be given or if delivered to his recorded address or if mailed to him at his recorded address by prepaid transmitted or recorded communication. A notice so delivered shall be deemed to have been given when it is delivered personally or delivered to the recorded address as aforesaid; a notice so mailed shall be deemed to have been received on the fifth day after mailing; and a notice so sent by any means of transmitted or recorded communication shall be deemed to have been given when dispatched or delivered to the appropriate communication company or agency or its representative for dispatch. The secretary may change or cause to be changed the recorded address of any shareholder, director, officer or auditor of the Corporation in accordance with any information believed by him to be reliable. The recorded address of a director shall be his latest address as shown in the records of the Corporation or in the most recent notice filed under the Ontario *Corporations Information Act*, whichever is more current.

Section 10.02 Computation of Time.

In computing the date when notice must be given under any provision requiring a specified number of days' notice of any meeting or other event, "day" means a clear day and a period of days' shall be deemed to terminate at midnight of the last day of the period except that if the last day of the period falls on a Sunday or holiday the period shall terminate at midnight of the day next following that is not a Sunday or holiday.

Section 10.03 Omissions and Errors.

The accidental omission to give any notice to any shareholder, director, officer or auditor, or the non-receipt of any notice by any shareholder, director, officer or auditor or any error in any notice not affecting the substance thereof shall not invalidate any action taken at any meeting held pursuant to such notice or otherwise founded thereon.

Section 10.04 Notice to Joint Shareholders.

All notices with respect to any shares registered in more than one name may, if more than one address appears on the records of the Corporation in respect of such joint holding, be

given to such joint shareholders at the first address so appearing, and notice so given shall be sufficient notice to all the holders of such shares.

Section 10.05 Persons Entitled by Death or Operation of Law.

Every person who by operation of law, by transfer or death of a shareholder or otherwise becomes entitled to shares is bound by every notice in respect of such shares which has been duly given to the registered holder from whom he derives title prior to his name and address being entered on the records of the Corporation (whether such notice was given before or after the happening of the event upon which he became so entitled) and prior to his furnishing to the Corporation the proof of authority or evidence of his entitlement prescribed by the *Act*.

Section 10.06 Waiver of Notice.

Any shareholder (or his/her duly appointed proxy), director, officer or auditor may waive any notice or abridge the time required for any notice required to be given under any provision of the *Act*, the articles or by-laws of the Corporation or otherwise, and such waiver or abridgement, whether given before or after the meeting or other event of which notice is required to be given, shall cure any default in the giving or in the time of such notice, as the case may be. Any such waiver or abridgement shall be in writing except a waiver of notice of a meeting of shareholders or of the board or a committee of the board which may be given in any manner.

Section 10.07 Signatures to Notices.

The signatures to any notice to be given by the Corporation may be written, stamped, typewritten or printed or partly written, stamped, typewritten or printed.

ARTICLE XI. BUSINESS OF THE CORPORATION

Section 11.01 Financial Year.

The financial year of the Corporation shall end on the 31st day of December in each year, until change by a resolution of the board.

Section 11.02 Execution of Instruments.

Deeds, transfers, assignments, contracts and obligations of the Corporation may be signed by the president or a vice-president or a director together with the secretary or treasurer or an assistant secretary or assistant treasurer or another director. Notwithstanding this, the board may at any time and from time to time direct the manner in which and the person or

persons by whom any particular deed, transfer, contract or obligation or any class of deeds, transfers, contracts or obligations may be signed.

Section 11.03 Seal.

Any person authorized to sign any document may affix the corporate seal thereto.

ARTICLE XII. EFFECTIVE DATE

Section 12.01 Effective Date.

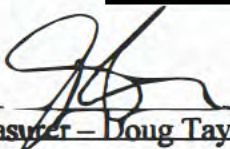
This by-law shall come into force when enacted by the directors, subject to the provisions of the *Act*.

ENACTED this 6th day of November 2015.

The foregoing By-law is hereby passed by the board of directors of the Corporation pursuant to the *Business Corporations Act*, R.S.O. 1990, c.B.16 as evidenced by the signature hereto of the board of directors.

President –

Secretary –



Treasurer – Doug Taylor

In lieu of confirmation at a general meeting of the shareholders, the undersigned, being the shareholders of the Corporation entitled to vote at a meeting of shareholders, hereby confirm in writing the above By-law pursuant to the *Business Corporations Act*, R.S.O. 1990, c.B.16.

DATED the 6th day of November, 2015.





Doug Taylor



(Corporate seal)

By-Law No. 2

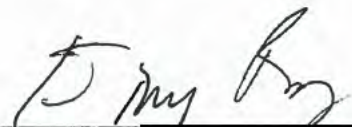
A by-law respecting the borrowing of money and the issuing of securities by:

BDT PARALEGAL PROFESSIONAL CORPORATION
(hereinafter called the "Corporation")


BE IT ENACTED AND IT IS HEREBY ENACTED as a by-law of the Corporation as follows:

1. Without limiting the borrowing powers of the Corporation as set forth in the *Business Corporations Act*, R.S.O. 1990, c.B.16 (the "*Act*"), the Directors of the Corporation may, from time to time without the authorization of the Shareholders:
 - a. borrow money upon credit of the Corporation;
 - b. issue, re-issue, sell or pledge obligations of the Corporation, including without limitation, bonds, debentures, notes or other similar obligations of the Corporation whether secured or unsecured;
 - c. subject to Section 20 of the *Act*, give a guarantee on behalf of the Corporation to secure performance of an obligation of any person; and
 - d. charge, mortgage, hypothecate, pledge, or otherwise create a security interest in all or any property of the Corporation, owned or subsequently acquired, to secure any obligation of the Corporation.
2. The board of directors may, from time to time, by resolution delegate any or all of the powers referred to in paragraph 1 of this by-law to a director, a committee of directors or one or more officers of the Corporation.

ENACTED by the board of directors and sealed with the Corporation's seal the 6th day of November, 2015.



President - [REDACTED]



Secretary - [REDACTED]



Treasurer - Doug Taylor



(Corporate seal)

15/20

TAB 1 - F

Bill of Costs

Humber College, Bachelor of Applied Arts, Paralegal Studies

PERSONAL WRITING PORTFOLIO

Assignment # 3:
Edward Munch v. Entropy Computer Company Ltd.
Bill of Costs Assignment

$$\frac{14}{15}$$

$$\frac{4\frac{1}{2}}{5}$$

Student: [REDACTED] and Doug Taylor, [REDACTED]

Professor: Bernard Aron

Course: PLBA 3002

Date: November 24, 2014

**ONTARIO
SUPERIOR COURT OF JUSTICE**

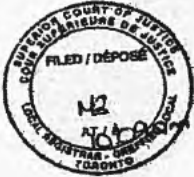
BETWEEN:



EDWARD MUNCH

PLAINTIFF(S)

(Defendant by counterclaim)



- and -

ENTROPHY COMPUTER COMPANY LTD.

DEFENDANT(S)

(Plaintiff by counterclaim)

14
15

Well done!

**COSTS SUBMISSIONS:
EDWARD MUNCH**

Counsel for the Plaintiff:

**CANARY PARALEGALS
Barrister(s) and Solicitor(s)
Box 232
First Canadian Place
100 King Street West
Toronto, Ontario, M5X 1H3
416-862-8138**

BILL OF COSTS OF THE PLAINTIFF
(Substantial indemnity basis)

Pleadings

Law Clerk, 3 hours x \$125.00 per hour \$375.00

Discovery of documents

Junior Counsel, 5 hours x \$300.00 per hour) 1,500.00

✓ **Setting down for trial**

Law Clerk, 2 hours x \$125.00 per hour 250.00

**Contested Motion for security of costs
pursuant to order of Master Brown**

✓ Senior Counsel, 4 hours x \$400.00 per hour 1,600.00

**Examination for discovery of the plaintiff
including preparation and attendance**

Senior Counsel, 12.5 hours x \$400.00 per hour 5,000.00

✓ **Examination for discovery of the defendant
including preparation and attendance**

Senior Counsel, 18.3 hours x \$400.00 per hour 7,320.00

Pre-trial conference

✓ Senior Counsel, 3 hours x \$400.00 per hour 1,200.00

Preparation for trial:

Senior Counsel, 25.8 hours x \$400.00 per hour 10,320.00

Junior Counsel, 48.3 hours x ~~\$400.00~~ per hour 14,490.00

Trial counsel fee:

Senior Counsel, per diem

June 16, 2014 - 10:00 am - 5:10 pm (1 day) 4,000.00

June 17, 2014 - 10:00 am - 4:45 pm (1 day) 4,000.00

✓ June 18, 2014 - 10:00 am - 12:15 pm (1/2 day) 2,500.00

Junior Counsel, per diem

June 16, 2014 - 10:00 am - 5:10 pm (1 day) 4,000.00

June 17, 2014 - 10:00 am - 4:45 pm (1 day) 4,000.00

June 18, 2014 - 10:00 am - 12:15 pm (1/2 day) 2,500.00

Drafting Judgment

drafting

✓ Law Clerk, 2 hours x \$125.00 per hour 250.00

Total Fees

Sub-Total \$63,305.00

HST (13%) \$8,229.65

Fees + HST \$71,534.65

Disbursements

Paid to issue statement of claim	\$181.00 *
Paid to set down for trial	337.00 *
Paid to process server for service of statement of claim	60.00
Attendance money paid to John Jones, including attendance allowance and travel allowance	53.00
Paid to special examiner for examination and transcript	400.00
Paid for copies of documents and memorandum prepared for Trial Judge	150.00

Total Disbursements

Sub-Total	<u>\$1,181.00</u>
HST* on disbursements = 13% x [1,181.00 - 518.00]	+ 86.19
Total disbursements + HST	<u>\$1,267.19</u>

Total fees, disbursements and HST \$72,801.84

Statement of Experience

Lawyer	Call to the bar	Years of experience
Senior Counsel	2000	14 years
Junior Counsel	2009	5 years

Court File No. 32325/97

Ontario
SUPERIOR COURT OF JUSTICE

BETWEEN:

EDWARD MUNCH

Plaintiff(s)
 (Defendant(s) by Counterclaim)

and

ENTROPY COMPUTER COMPANY LTD.

Defendant(s)
 (Plaintiff(s) by Counterclaim)

4 1/2
 ———
 5

PLAINTIFF'S COSTS SUBMISSIONS

Overview

In the context in which the plaintiff initiated the proceeding, this cost application raises the issue of wrongful termination. If the respondent is successful in obtaining the costs in which they are seeking, this places a burden not only upon the plaintiff, but anyone seeking to raise an issue relating to wrongful termination.

On the issue of costs, this Honourable Court has a high level of discretion to ensure that justice between the parties is attained. The plaintiff submits that the issues raised in the herein application are of significant importance and favours the Court dismissing the costs requests made by the defendant.

Nature of Submissions

The written submissions of the plaintiff are delivered with the plaintiff's bill of costs.

- (i) The plaintiff request that this court exercise its discretion under section 131 of the *Courts of Justice Act*, R.S.O. 1990, c. 43 and rule 57.01 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg 194 to award costs to the plaintiff on a substantial indemnity basis.

Substantial Indemnity Costs are Appropriate

The following factors are in support of substantial indemnity costs.

a. The amount claimed and the amount recovered in the proceeding:

The plaintiff claimed \$300,000 in combined general and punitive damages. Based on this analysis, the plaintiff recovered a substantial amount totaling 70% of the total amount claimed. The defendant counterclaimed \$1,000,000 and punitive damages of \$500,000. Based on the dismissal of the defendant's counterclaim, the

plaintiff submits the counterclaim was unfair, unreasonable, and unenforceable. Therefore, the plaintiff asks this Honourable Court to award costs in favour of the plaintiff. *on a substantial basis*

b. The complexity of the proceeding:

✓ The defendant claimed the plaintiff intended the resulting consequence and that the plaintiff acted recklessly and knew, or should have known the effects of their conduct during the course of their employment. The resulting size, scope and frivolous nature of the defendant's \$1,000,000 counterclaim compounded the discovery process, adding unnecessary documents, additional discoveries and expert affidavits. The defendant's claim unnecessarily complicated what was a simple wrongful dismissal case and attempted to introduce fact-driven claims of disobedience, willful misconduct and neglect of duty.

c. The importance of the issues:

✓ The issues which arose in the case dealt with wrongful termination and termination without notice. The plaintiff was terminated with two weeks payment in lieu of notice. The defendant claimed that the plaintiff breached their employment terms, by using trade secrets to establish a business that was in direct competition. It is the plaintiff's position that the terms of the employment contract were not breached and thus, the defendant did not have actual cause to terminate the plaintiff's employment. The improper termination of the plaintiff has caused a lost income and benefits, which the plaintiff would have otherwise received if the defendant had given reasonable notice. Moreover, plaintiff was not given proper notice or payment equivalent to a period of notice. The plaintiff worked for the defendant's company from November 1, 1977 until May 15, 1997, at a salary of \$50,000 per annum. The plaintiff submits that they are entitled to a statutory minimum total of \$26,933 of combined termination and severance pay, under Part XV – Termination and Severance of Employment of the *Ontario Employment Standards Act*, 2000, S.O. 2000, c. 41. Moreover, the plaintiff seeks \$300,000 in general and punitive damages.

d. The conduct of any party that tended to shorten or to lengthen unnecessarily the duration of the proceeding:

✓ Because of the defendant's disingenuous claims, the plaintiff was unfairly required to conduct additional investigation and discovery to prove, on reply, that there was no breach of covenant. The plaintiff expended an unreasonable amount of time addressing issues that arose in the preliminary stages. Further, the plaintiff required two and a half days of trial to prove their case.

e. Whether any steps in the proceeding was improper, vexatious or unnecessarily taken through negligence mistake or excessive caution:

✓ The defendant's motion for the security for costs is vexatious and unnecessary in this case. The defendant's motion is a tactic to require the plaintiff to demonstrate

that they have sufficient assets to cover a cost award. This inconsiderate strategy brings the administration of justice into disrepute and the plaintiff requests the court to deny the defendant's motion. Further, the plaintiff asks this court to move to vacate the order, and require the plaintiff to file security for costs.

✓ **f. A party's denial of or refusal to admit anything that should have been admitted:**

The plaintiff denies that he has used the defendant's confidential information or trade secrets in the development of his business. He further contends that he did not compete with the defendant nor did he solicit its customers. Any solicitation was undertaken only after the defendant breached the employment terms. By leveraging a counterclaim as a litigation tactic, the defendant's conduct obstructed an expeditious resolution and discouraged any mediated resolution in this case.

✓ **g. The experience of the party's lawyer:**

The defendant's counterclaim was labourious and time-consuming. The counterclaim required two representatives with knowledge and experience to deal with the complexity of the issues. We are of the view that the issues in this case were significantly complex and required extensive research to prove the particulars.

Bill of Costs

✓ The plaintiff has attached a bill of costs and notes that care has been taken not to include entries determined to be duplicitous or unrelated to the proceeding. The plaintiff submits that the total disbursement of \$72,801.84, listed in the bill of costs, is reasonable and fairly represents the appropriate costs to be awarded in this matter.

In *Norbar Insurance Agencies Inc. v. Freeman* (2006 CanLII 5303 (ON SC)), Madam Justice Stewart accepted the plaintiff counsel's submissions that the failure of the defendant to make full and proper disclosure, required the plaintiff to bring a series of motions to compel production of these documents. This further prolonged the trial and requiring the plaintiff to incur unnecessary costs. The costs submission submitted by counsel was accepted as reasonable.

Moreover, in *Murray v. Lesk* (2011 ONSC 1144), the Honorable Justice L. Ratushny, found that the circumstances of the counterclaim brought by the defendant justified an award of costs beyond the partial indemnity level. The defendant's conduct, in bringing her counterclaim, is behaviour that is worthy of sanction. The circumstance that gave rise to the award of costs, in respect of the counterclaim is, that it was duplicitous and disclosed no reasonable cause of action. The counterclaim in these circumstances was vexatious, improper and unnecessary.

Bibliography

Jurisprudence

Norbar Insurance Agencies Inc. v. Freeman, 2006 CanLII 5303 (ON SC),
<<http://canlii.ca/t/1mn13>> retrieved on 2014-11-24

Murray v. Lesk, 2011 ONSC 1144 (CanLII), <<http://canlii.ca/t/2fv1m>> retrieved on
2014-11-24

Legislation

Courts of Justice Act, R.S.O. 1990, c. 43

Ontario Employment Standards Act, 2000, S.O. 2000, c. 41

Rules of Civil Procedure, R.R.O. 1990, Reg 194

TAB 1 - G

Employment Contract

Humber College, Bachelor of Applied Arts, Paralegal Studies

PERSONAL WRITING PORTFOLIO

EMPLOYMENT CONTRACT

BETWEEN:

Everest College of Business and Technology and Healthcare

123 Sesame St., Toronto, ON L3N 4T6

(The Employer)

-AND-

Katherine Smith

35-Mississauga Valley BLVD 9UT 3R8

(The Employee)

BACKGROUND:

The employer is of the opinion that the employee has the necessary qualifications, experience and abilities to assist and benefit the employer in its agreement, including: strong written and oral communication skills, adult training and development certification and minimum of 10 years of classroom teaching experience.

The employer desires to employ the employee and the employee has agreed to accept and enter such employment upon the terms and conditions set out in this agreement

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this agreement agrees to follow:

Commencement Date and Term

1. The employee will commence permanent full-time employment with the employer on the 4th day of February, 2013 (the "Commencement Date").
2. The employee must successfully complete a probationary period of three (3) months (the 'Probationary Period') beginning on the Commencement Date. At any time during the Probationary Period, as and where permitted by law, the employer will have the right to terminate employment without any notice or compensation to the employee other than wages owed for hours of work already completed.

Job Title and Description

3. The employee agrees to employ the employee as a teacher. The employee will be expected to perform the following job duties:
 - Plan, prepare and deliver instructional activities that facilitate active learning experiences.
 - The teacher should be prepared for the class and motivate the class to learn.
 - Identify and select different instructional resources and methods to meet students' varying needs.
 - Manage student behavior in the classroom by establishing and enforcing rules and procedures.
 - Update all necessary records accurately and completely as required by laws, district policies and school regulations.
 - Assess students' progress by grading paper and tests.
4. The employee agrees to be employed on the terms and conditions set out in this agreement. The employee agrees to be subject to the general supervision of and act pursuant to the orders, advice and direction of the employer.
5. The Employee will perform any and all duties that are reasonable and that are customarily performed by a person holding a similar position in the industry or business of the Employer.
6. The Employer cannot unilaterally and significantly change the Employee's job title or duties. The employer may make changes to the job title or duties of the Employee where the changes would be considered reasonable for a similar position in the industry or business of the Employer. The Employee's job title or duties may be changed by agreement and with the approval of both the Employee and the Employer.
7. The Employee agrees to abide by the Employer's rules, regulations, and practices, including those concerning work schedules, vacation and sick leave, as they may from time to time be adopted or modified.

Place of Work

8. The Employee's primary place of work will be at the following location: 123 Sesame St., Toronto, ON L3N 4T6
9. The Employer will inform the Employee in advance of the Employee being required to work at other locations.

Employee Compensation

10. Compensation paid to the Employee for the services rendered by the Employee as required by this Agreement (the "Compensation") will include a salaried wage of \$70,000.00 per annum (at the rate of \$35.00 CAD per hour) as well as any compensation paid for overtime hours.
11. Qualified overtime hours must be either assigned in writing by the Employer OR requesting in writing, with prior approval by the Employee. Additional hours worked by the employee for the purposes of fulfilling the requirements of the job mandate will NOT qualify as overtime hours, instead will be classified as working hours encompassed by the annual salary.
12. In cases where Overtime Hours are worked in a period, overtime will be paid as required by law.
13. This compensation will be payable twice per month while this Agreement is in force. The Employer is entitled to deduct from the Employee's Compensation, or from any other compensation in whatever form, any applicable deductions and remittances as required by law.
14. The Employee understands and agrees that any additional compensation paid to the Employee in the form of bonuses or other similar incentive compensation will rest in the sole discretion of the Employer and that the Employee will not earn or accrue any right to incentive compensation by reason of the Employee's employment.
15. The Employer will reimburse the Employee for all reasonable expenses, in accordance with the Employer's policy as in effect from time to time, including but not limited to, any travel and entertainment expenses incurred by the Employee in connection with the business of the Employer. Expenses will be paid within a reasonable time after submission of acceptable supporting documentation.

Employee Benefits

16. The Employee will be entitled to only those additional benefits that are currently available as described in the Employer's employment booklets and manuals or as required by law.
17. Employer discretionary benefits are subject to change, without compensation, upon the Employer providing the Employee with 60 days written notice of that change and providing that any change to those benefits is taken generally with respect to other employees and does not single out the Employee.
18. Employee benefits are taken into consideration when offering the Employee's total remuneration.

Vacation

19. The Employee will be entitled to two weeks of paid vacation each year during the term of this Agreement, or as entitled by law, whichever is greater.
20. The times and dates for any vacation will be determined by mutual agreement between the Employer and the Employee.
21. Upon termination of employment, the Employer will pay compensation to the Employee for any accrued and unused vacation days.

Duty to Devote Full Time

22. The Employee agrees to devote full-time efforts, as an employee of the Employer, to the employment duties and obligations as described in this Agreement.

Performance Review

23. The employee agrees to regular performance reviews, on no less than an annual basis. The performance review document shall adhere to standardized forms and provide a written assessment of the employee's performance, highlighting achievements and address any opportunities for improvements

Conflict of Interest

24. During the term of the Employee's active employment with the Employer, it is understood and agreed that any business opportunity relating to or similar to the Employer's actual or reasonably anticipated business opportunities (with the exception of personal investments in less than 5% of the equity of a business, investments in established family businesses, real estate, or investments in stocks and bonds traded on public stock exchanges) coming to the attention of the Employee, is an opportunity belonging to the Employer. Therefore, the Employee will advise the Employer of the opportunity and cannot pursue the opportunity, directly or indirectly, without the written consent of the Employer, which consent will not be unreasonably withheld.
25. During the term of the Employee's active employment with the Employer, the Employee will not, directly or indirectly, engage or participate in any other business activities that the Employer, in its reasonable discretion, determines to be in conflict with the best interests of the Employer without the written consent of the Employer, which consent will not be unreasonably withheld.

Non-Competition

26. The Employee agrees that during the Employee's term of active employment with the Employer and for a period of six (6) months after the end of that term, the Employee will not, directly or indirectly, as employee, owner, sole proprietor, partner, director, member, consultant, agent, founder or otherwise, solely or jointly with others engage in any business that is in competition with the business of the Employer within any geographic area in which the Employer conducts its business, or give advice or lend credit, money or the Employee's reputation to any natural person or business entity engaged in a competing business in any geographic area in which the Employer conducts its business.

Non-Solicitation

27. The Employee understands and agrees that any attempt on the part of the Employee to induce other employees or contractors to leave the Employer's employ, or any effort by the Employee to interfere with the Employer's relationship with its other employees and contractors would be harmful and damaging to the Employer. The Employee agrees that during the Employee's term of employment with the Employer and for a period of one (1) year after the end of that term, the Employee will not in any way, directly or indirectly:
- Induce or attempt to induce any employee or contractor of the Employer to quit employment or retainer with the Employer;
 - Otherwise interfere with or disrupt the Employer's relationship with its employees and contractors;
 - Discuss employment opportunities or provide information about competitive employment to any of the Employer's employees or contractors; or
 - Solicit, entice, or hire away any employee or contractor of the Employer for the purpose of an employment opportunity that is in competition with the Employer.
28. This non-solicitation obligation as described in this section will be limited to employees or contractors who were employees or contractors of the Employer during the period that the Employee was employed by the Employer.
29. During the term of the Employee's active employment with the Employer, and for one (1) year thereafter, the Employee will not divert or attempt to divert from the Employer any business the Employer had enjoyed, solicited, or attempted to solicit, from its customers, prior to termination or expiration, as the case may be, of the Employee's employment with the Employer.

Confidential Information

30. The Employee acknowledges that, in any position the Employee may hold, in and as a result of the Employee's employment by the Employer, the Employee will, or may, be making use of, acquiring or adding to information which is confidential to the Employer (the "Confidential Information") and the Confidential Information is the exclusive property of the Employer.
31. The Confidential Information will include all data and information relating to the business and management of the Employer, including but not limited to, proprietary and trade secret technology and accounting records to which access is obtained by the Employee, including Work Product, Computer Software, Other Proprietary Data, Business Operations, Marketing and Development Operations, and Customer Information.
32. The Confidential Information will also include any information that has been disclosed by a third party to the Employer and is governed by a non-disclosure agreement entered into between that third party and the Employer.
33. The Confidential Information will not include information that:
- Is generally known in the industry of the Employer;
 - Is now or subsequently becomes generally available to the public through no wrongful act of the Employee;
 - Was rightfully in the possession of the Employee prior to the disclosure to the Employee by the Employer;
 - Is independently created by the Employee without direct or indirect use of the Confidential Information; or
 - The Employee rightfully obtains from a third party who has the right to transfer or disclose it.
34. The Confidential Information will also not include anything developed or produced by the Employee during the Employee's term of employment with the Employer, including but not limited to, any intellectual property, process, design, development, creation, research, invention, know-how, trade name, trade-mark or copyright that:
- Was developed without the use of equipment, supplies, facility or Confidential Information of the Employer;
 - Was developed entirely on the Employee's own time;
 - Does not result from any work performed by the Employee for the Employer; and
 - Does not relate to any actual or reasonably anticipated business opportunity of the Employer.

Duties and Obligations Concerning Confidential Information

35. The Employee agrees that a material term of the Employee's contract with the Employer is to keep all Confidential Information absolutely confidential and protect its release from the public. The Employee agrees not to divulge, reveal, report or use, for any purpose, any of the Confidential Information which the Employee has obtained or which was disclosed to the Employee by the Employer as a result of the Employee's employment by the Employer. The Employee agrees that if there is any question as to such disclosure then the Employee will seek out senior management of the Employer prior to making any disclosure of the Employer's information that may be covered by this Agreement.
36. The Employee agrees and acknowledges that the Confidential Information is of a proprietary and confidential nature and that any disclosure of the Confidential Information to a third party in breach of this Agreement cannot be reasonably or adequately compensated for in money damages, would cause irreparable injury to Employer, would gravely affect the effective and successful conduct of the Employer's business and goodwill, and would be a material breach of this Agreement.
37. The obligations to ensure and protect the confidentiality of the Confidential Information imposed on the Employee in this Agreement and any obligations to provide notice under this Agreement will survive the expiration or termination, as the case may be, of this Agreement and will continue for a period of two (2) years from the date of such expiration or termination.
38. The Employee may disclose any of the Confidential Information:
 - a. To a third party where Employer has consented in writing to such disclosure; and
 - b. To the extent required by law or by the request or requirement of any judicial, legislative, administrative or other governmental body.
39. If the Employee loses or makes unauthorized disclosure of any of the Confidential Information, the Employee will immediately notify the Employer and take all reasonable steps necessary to retrieve the lost or improperly disclosed Confidential Information.

Ownership and Title to Confidential Information

40. The Employee acknowledges and agrees that all rights, title and interest in any Confidential Information will remain the exclusive property of the Employer. Accordingly, the Employee specifically agrees and acknowledges that the Employee will have no interest in the Confidential Information, including, without limitation, no interest in know-how, copyright, trade-marks or trade names, notwithstanding the fact that the Employee may have created or contributed to the creation of the Confidential Information.
41. The Employee waives any moral rights that the Employee may have with respect to the Confidential Information.
42. The Employee agrees to immediately disclose to the Employer all Confidential Information developed in whole or in part by the Employee during the Employee's term of employment with the Employer and to assign to the Employer any right, title or interest the Employee may have in the Confidential Information. The Employee agrees to execute any instruments and to do all other things reasonably requested by the Employer, both during and after the Employee's employment with the Employer, in order to vest more fully in the Employer all ownership rights in those items transferred by the Employee to the Employer.

Return of Confidential Information

43. The Employee agrees that, upon request of the Employer or upon termination or expiration, as the case may be, of this employment, the Employee will turn over to the Employer all Confidential Information belonging to the Employer, including but not limited to, all documents, plans, specifications, disks or other computer media, as well as any duplicates or backups made of that Confidential Information in whatever form or media, in the possession or control of the Employee that:
 - a. May contain or be derived from ideas, concepts, creations, or trade secrets and other proprietary and Confidential Information as defined in this Agreement; or
 - b. Is connected with or derived from the Employee's employment with the Employer.

Contract Binding Authority

44. Notwithstanding any other term or condition expressed or implied in this Agreement to the contrary, the Employee will not have the authority to enter into any contracts or commitments for or on the behalf of the Employer without first obtaining the express written consent of the Employer.

Termination Due to Discontinuance of Business

45. Notwithstanding any other term or condition expressed or implied in this Agreement, in the event that the Employer will discontinue operating its business at the location where the Employee is employed, then, at the Employer's sole option, and as permitted by law, this Agreement will terminate as of the last day of the month in which the Employer ceases operations at such location with the same force and effect as if such last day of the month were originally set as the Termination Date of this Agreement.

Termination of Employment

46. Where the Employee has breached any reasonable term of this Agreement or where there is just cause for termination, the Employer may terminate the Employee's employment without notice, as permitted by law.
47. The Employee and the Employer agree that reasonable and sufficient notice of termination of employment by the Employer is the greater of four (4) weeks or any minimum notice required by law.
48. If the Employee wishes to terminate this employment with the Employer, the Employee will provide the Employer with notice of two (2) weeks. As an alternative, if the Employee co-operates with the training and development of a replacement, then sufficient notice is given if it is sufficient notice to allow the Employer to find and train the replacement.
49. The Termination Date specified by either the Employee or the Employer may expire on any day of the month and upon the Termination Date the Employer will forthwith pay to the Employee any outstanding portion of the wage, accrued vacation and banked time, if any, calculated to the Termination Date.
50. Once notice has been given by either party for any reason, the Employee and the Employer agree to execute their duties and obligations under this Agreement diligently and in good faith through to the end of the notice period. The Employer may not make any changes to wages, wage rate, or any other term or condition of this Agreement between the time termination notice is given through to the end of the notice period.

Remedies

51. In the event of a breach or threatened breach by the Employee of any of the provisions of this Agreement, the Employee agrees that the Employer is entitled to a permanent injunction, in addition to and not in limitation of any other rights and remedies available to the Employer at law or in equity, in order to prevent or restrain any such breach by the Employee or by the Employee's partners, agents, representatives, servants, employees, and/or any and all persons directly or indirectly acting for or with the Employee.

Severability

52. The Employer and the Employee acknowledge that this Agreement is reasonable, valid and enforceable. However, if any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be changed in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

Notices

53. Any notices, deliveries, requests, demands or other communications required here will be deemed to be completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the parties at the following addresses or as the parties may later designate in writing:

Modification of Agreement

54. Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

Governing Law

55. This Agreement will be construed in accordance with and governed by the laws of the province of Ontario.

Definitions

56. For the purpose of this Agreement the following definitions will apply:

- a. "Overtime Hours" means the total hours worked in a day or week in excess of the maximum allowed, as defined by local statute, for a work day or a work week.
- b. 'Work Product' means work product information, including but not limited to, work product resulting from or related to work or projects performed or to be performed for the Employer or for clients of the Employer, of any type or form in any stage of actual or anticipated research and development.
- c. 'Computer Software' means computer software resulting from or related to work or projects performed or to be performed for the Employer or for clients of the Employer, of any type or form in any stage of actual or anticipated research and development, including but not limited to, programs and program modules, routines and subroutines, processes, algorithms, design concepts, design specifications (design notes, annotations, documentation, flowcharts, coding sheets, and the like), source code, object code and load modules, programming, program patches and system designs.
- d. 'Other Proprietary Data' means information relating to the Employer's proprietary rights prior to any public disclosure of such information, including but not limited to, the nature of the proprietary rights, production data, technical and engineering data, test data and test results, the status and details of research and development of products and services, and information regarding acquiring, protecting, enforcing and licensing proprietary rights (including patents, copyrights and trade secrets).
- e. 'Business Operations' means operational information, including but not limited to, internal personnel and financial information, vendor names and other vendor information (including vendor characteristics, services and agreements), purchasing and internal cost information, internal services and operational manuals, and the manner and methods of conducting the Employer's business.
- f. 'Marketing and Development Operations' means marketing and development information, including but not limited to, marketing and development plans, price and cost data, price and fee amounts, pricing and billing policies, quoting procedures, marketing techniques and methods of obtaining business, forecasts and forecast assumptions and volumes, and future plans and potential strategies of the Employer which have been or are being considered.
- g. 'Customer Information' means customer information, including but not limited to, names of customers and their representatives, contracts and their contents and parties, customer services, data provided by customers and the type, quantity and specifications of products and services purchased, leased, licensed or received by customers of the Employer.
- h. 'Termination Date' means the date specified in this Agreement or in a subsequent notice by either the Employee or the Employer to be the last day of employment under this Agreement. The parties acknowledge that various provisions of this Agreement will survive the Termination Date.

General Provisions

57. Time is of the essence in this Agreement.
58. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
59. No failure or delay by either party to this Agreement in exercising any power, right or privilege provided in this Agreement will operate as a waiver, nor will any single or partial exercise of such rights, powers or privileges preclude any further exercise of them or the exercise of any other right, power or privilege provided in this Agreement.
60. This Agreement will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns, as the case may be, of the Employer and the Employee.
61. This Agreement may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
62. This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or written. The parties to this Agreement stipulate that neither of them has made any representations with respect to the subject matter of this Agreement except such representations as are specifically set forth in this Agreement.

By signing this contract, the Employee agrees that they were given sufficient time and access and they will agree and abide with the Employee Handbook, employee policy manual and all of the Employer's policies and procedures.

•**Employer:** Everest College of Business and Technology and Healthcare, 123 Sesame St., Toronto, ON, L3N 4T6, Fax: 756-764-000, Email: HumanResources@everest.com

•**Employee:** Katherine Smith, Address: 35-500 Mississauga Valley Blvd. XXXXXXXX, Fax: 980-987-345, Email: smithkathe@yahoo.ca

THIS EMPLOYMENT CONTRACT dated this _____ day of _____, _____

IN WITNESS WHEREOF, the parties have duly affixed their signatures under hand and seal on this _____ day of _____, _____.

EMPLOYER:

Per: _____ (Employer legal representative)

EMPLOYEE:

Katherine Smith

TAB 1 - H

Individual Plaintiff's Claim

Humber College, Bachelor of Applied Arts, Paralegal Studies

PERSONAL WRITING PORTFOLIO

Course: PBLA 102 Fall 2012

Student: Doug Taylor

Professor: Peter K. Libman D.J.

Assignment # 1:

(Individual) Drafting Plaintiff's Claim

ONTARIO

**Superior Court of Justice
Cour supérieure de justice**

**Consent to Act as Litigation Guardian
Consentement pour agir en qualité de tuteur à l'instance**

Form / Formule 4A Ont. Reg. No. / Règl. de l'Ont. : 258/98

Small Claims - Superior Court of Justice

Small Claims Court / Cour des petites créances de

Claim No. / N° de la demande

**47 Sheppard Ave. East, Toronto ON M2N
5N1**

Address / Adresse

416-326-3554

Phone number / Numéro de téléphone

BETWEEN / ENTRE

Georgina Kelly, Litigation Guardian of Rebecca Black

Plaintiff(s) / Demandeur(s)/demanderesse(s)

and / et

Clarence Wilson carrying on business as Arcade Industries

Defendant(s) / Défendeur(s)/défenderesse(s)

**My name is
Je m'appelle**

**And I live at
et j'habite à**

Name / Nom

Georgina Kelly

Street and number / Numéro et rue

312 Zunder Zee Ave.

City, province, postal code / Ville, province, code postal

Brampton, ON, K0K 3J0

Phone number and fax number / Numéro de téléphone et numéro de télécopieur

519-488-2900

1. I consent to act as litigation guardian in this action for the

Je consens à agir à titre de tuteur à l'instance dans la présente action au nom du

☒ plaintiff, named **Rebecca Black**

demandeur suivant :

(Name of plaintiff / Nom du demandeur/de la demanderesse)

(Check one
box only. /
Cochez une
seule case.)

and I acknowledge that I may be personally responsible for any costs awarded against me or
against this person.

*et je reconnais que je peux être tenu(e) personnellement responsable des dépens auxquels
moi-même ou cette personne pourrions être condamné(e)s.*

☐ defendant, named

défendeur suivant :

(Name of defendant / Nom du défendeur/de la défenderesse)

2. The above-named person is under the following disability:

La personne susmentionnée est incapable parce qu'elle est :

☒ a minor whose birth date is **June 21, 1997**

un mineur dont la date de naissance est le

(State date of birth of minor / Indiquez la date de naissance
du mineur)

(Check
appropriate
box(es). /
Cochez la ou
les cases
appropriées.)

☐ mentally incapable within the meaning of Section 6 or Section 45 of the *Substitute Decisions
Act, 1992* in respect of an issue in a proceeding.

*mentalement incapable au sens de l'article 6 ou 45 de la Loi de 1992 sur la prise de décisions
au nom d'autrui à l'égard d'une question dans une instance.*

☐ an absentee within the meaning of the *Absentees Act.*

une personne absente au sens de la Loi sur les absents.

3. My relationship to the person under disability is:

*Mon lien de parenté avec l'incapable est le suivant :**(State your relationship to the person under disability. / Indiquez votre lien de parenté avec l'incapable.)***Mother**

4. I have no interest in this action contrary to that of the person under disability.

Je n'ai dans la présente action aucun intérêt opposé à celui de l'incapable.

5. I am

*Je**(Check one box only. / Cochez une seule case.)*☒ represented and have given written authority to **Douglas Taylor**
*suis représenté(e) et j'ai autorisé par écrit :**(Name of lawyer/agent with authority to act in this proceeding / Nom de l'avocat/du mandataire autorisé à agir dans la présente instance)*of **948 Sandcliff Dr., Oshawa, ON, L1K 2E4**

de

*(Address for service / Adresse aux fins de signification)***Phone: 289-979-9232 Fax: 802-767-095***(Phone number and fax number / Numéro de téléphone et numéro de télécopieur)*

to act in this proceeding.

à agir dans la présente instance.☐ not represented by a lawyer/agent.
*ne suis pas représenté(e) par un avocat/un mandataire.***September 14**

, 20 12

*(Signature of litigation guardian consenting / Signature du tuteur à l'instance qui consent)**(Signature of witness / Signature du témoin)***Douglas Taylor***(Name of witness / Nom du témoin)***NOTE:**

Within seven (7) calendar days of changing your address for service, notify the court and all other parties in writing.

REMARQUE :*Dans les sept (7) jours civils qui suivent tout changement de votre adresse aux fins de signification, veuillez en aviser par écrit le tribunal et les autres parties.*

ONTARIO

**Superior Court of Justice
Cour supérieure de justice**

**Plaintiff's Claim
Demande du demandeur**

Form / Formule 7A Ont. Reg. No. / Règl. de l'Ont. : 258/98

Small Claims - Superior Court of Justice

Small Claims Court / Cour des petites créances de

**47 Sheppard Ave. East, Toronto ON
M2N 5N1**

Address / Adresse

416-326-3554

Phone number / Numéro de téléphone

Claim No. / N° de la demande

Seal / Sceau

Plaintiff No. 1 / Demandeur n° 1

☐ Additional plaintiff(s) listed on attached Form 1A.
Le ou les demandeurs additionnels sont mentionnés
sur la formule 1A ci-jointe.

☒ Under 18 years of age.
Moins de 18 ans.

Last name, or name of company / Nom de famille ou nom de la compagnie Georgina Kelly, Litigation Guardian of Rebecca Black Kelly		
First name / Premier prénom	Second name / Deuxième prénom	Also known as / Également connu(e) sous le nom de Georgina Kelly
Address (street number, apt., unit) / Adresse (numéro et rue, app., unité) 312 Zunder Zee Ave.		
City/Town / Cité/ville Brampton	Province ON	Phone no. / N° de téléphone 519-488-2900
Postal code / Code postal K0K 3J0		Fax no. / N° de télécopieur
Representative / Représentant(e) Douglas Taylor		LSUC # / N° du BHC
Address (street number, apt., unit) / Adresse (numéro et rue, app., unité) 948 Sandcliff Dr.		
City/Town / Cité/ville Oshawa	Province ON	Phone no. / N° de téléphone 289-979-9232
Postal code / Code postal L1K 2E4		Fax no. / N° de télécopieur 802-767-095

Defendant No. 1 / Défendeur n° 1

☐ Additional defendant(s) listed on attached Form 1A.
Le ou les défendeurs additionnels sont mentionnés
sur la formule 1A ci-jointe.

☐ Under 18 years of age.
Moins de 18 ans.

Last name, or name of company / Nom de famille ou nom de la compagnie Clarence Wilson carrying on business as Arcade Industries		
First name / Premier prénom Clarence	Second name / Deuxième prénom	Also known as / Également connu(e) sous le nom de Clarence Wilson
Address (street number, apt., unit) / Adresse (numéro et rue, app., unité) 380 Canarctic Drive		
City/Town / Cité/ville Scarborough	Province ON	Phone no. / N° de téléphone 416-660-6034
Postal code / Code postal M3J 2R9		Fax no. / N° de télécopieur
Representative / Représentant(e)		LSUC # / N° du BHC
Address (street number, apt., unit) / Adresse (numéro et rue, app., unité)		
City/Town / Cité/ville	Province	Phone no. / N° de téléphone
Postal code / Code postal		Fax no. / N° de télécopieur

REASONS FOR CLAIM AND DETAILS / MOTIFS DE LA DEMANDE ET PRÉCISIONS

Explain what happened, including where and when. Then explain how much money you are claiming or what goods you want returned.

Expliquez ce qui s'est passé, en précisant où et quand. Ensuite indiquez la somme d'argent que vous demandez ou les biens dont vous demandez la restitution, explication à l'appui.

If you are relying on any documents, you **MUST** attach copies to the claim. If evidence is lost or unavailable, you **MUST** explain why it is not attached.

*Si vous vous appuyez sur des documents, vous **DEVEZ** en annexer des copies à la demande. Si une preuve est perdue ou n'est pas disponible, vous **DEVEZ** expliquer pourquoi elle n'est pas annexée.*

What happened? SEE SCHEDULE 'A'

Where?

When?

Que s'est-il

passé?

Où?

Quand?



How much? \$ 25,000.00
 Combien? (Principal amount claimed / Somme demandée) \$

☒ **ADDITIONAL PAGES ARE ATTACHED BECAUSE MORE ROOM WAS NEEDED.**
DES FEUILLES SUPPLÉMENTAIRES SONT ANNEXÉES EN RAISON DU MANQUE D'ESPACE.

The plaintiff also claims pre-judgment interest from December 15, 2011 under:
 Le demandeur demande aussi des intérêts (Date) conformément à :
 antérieurs au jugement de

(Check only
 one box /
 Cochez une
 seule case)

☒ **the Courts of Justice Act**
la Loi sur les tribunaux judiciaires

☐ **an agreement at the rate of** _____ **% per year**
un accord au taux de _____ **% par an**

and post-judgment interest, and court costs.
 et des intérêts postérieurs au jugement, ainsi que les dépens.

Prepared on: October 15, 20 12
 Fait le :

(Signature of plaintiff or representative / Signature du demandeur/de la demanderesse ou du/de la représentant(e))

Issued on: _____, 20 _____
 Délivré le :

(Signature of clerk / Signature du greffier)

**CAUTION TO
 DEFENDANT:**

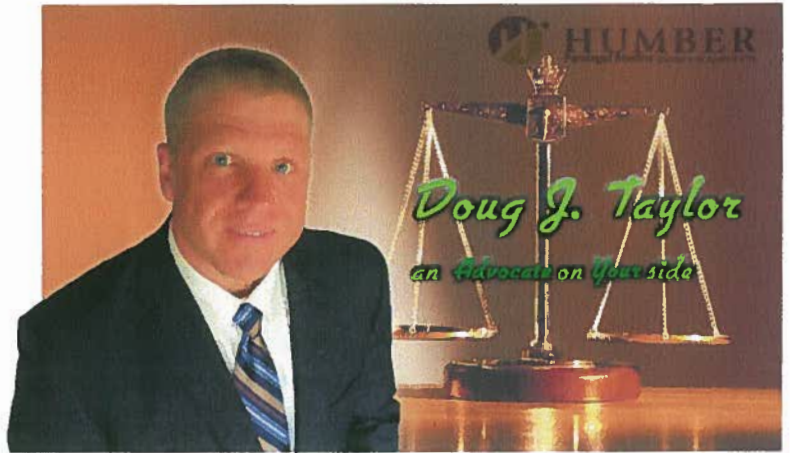
**AVERTISSEMENT
 AU DÉFENDEUR :**

IF YOU DO NOT FILE A DEFENCE (Form 9A) with the court within twenty (20) calendar days after you have been served with this Plaintiff's Claim, judgment may be obtained without notice and enforced against you. Forms and self-help materials are available at the Small Claims Court and on the following website: www.ontariocourtforms.on.ca.
SI VOUS NE DÉPOSEZ PAS DE DÉFENSE (formule 9A) auprès du tribunal au plus tard vingt (20) jours civils après avoir reçu signification de la présente demande du demandeur, un jugement peut être obtenu sans préavis et être exécuté contre vous. Vous pouvez obtenir les formules et la documentation à l'usage du client à la Cour des petites créances et sur le site Web suivant : www.ontariocourtforms.on.ca.

Personal and Confidential

September 14, 2012

Arcade Industries
380 Canarctic Drive
Scarborough, ON
M3J 2R9



Attention: Clarence Wilson

Dear Sir:

Re: Georgina Kelly acting as guardian for Rebecca Black

We are the legal representatives for Georgina Kelly acting as guardian for Rebecca Black. We have been instructed to collect the sum of \$25,000.00 for damages owing by you to Georgina Kelly acting as guardian for Rebecca Black in respect of Breach of contract dated December 15, 2011.

In order to avoid court action, would you kindly forward a certified cheque to Rebecca Black c/o Georgina Kelly, attention: Georgina Kelly, 312 Zunder Zee Avenue, Brampton, ON, K0K 3J0. In addition, Rebecca Black is requesting a public apology and a printed redaction for the inaccurate statements made in the published article on the Arcade Industries website, both; within 10 days of the date of this letter.

If both conditions of this letter are not satisfied within the specified time, we shall have no alternative but to commence court action against you. If we are obliged to commence court proceedings, you will likely be required to pay court costs, legal fees and additional interest in regard to the sum now owing.

If you wish to discuss this matter, please contact my office at (289) 979-9232, attention: Douglas Taylor

Regards,

Douglas J Taylor

per

Georgina Kelly acting as guardian for Rebecca Black

(5)

Schedule 'A' – Plaintiff's Claim

10/15/2012

Between Georgina Kelly, Litigation Guardian of Rebecca Black and Clarence Wilson carrying on business as Arcade Industries

Plaintiff: Georgina Kelly, Litigation Guardian of Rebecca Black

Defendant: Clarence Wilson carrying on business as Arcade Industries

Name of agent with authority to act in this proceeding: Douglas Taylor

1. The Plaintiff Claims:

- (a) The principal amount of \$ 25,000.00;
- (b) Breach of contract in the amount of \$4,000.00;
- (c) Deceit, liable and Injurious Falsehood in the amount of \$21,000.00;
- (d) Pre-judgment interest rate under the provisions of the Courts of Justice Act;
- (e) Post-judgment interest rate as this Honourable Court deems just;
- (f) Costs associated with all legal proceedings in relation to this matter;
- (g) Such further and other relief as this Honourable Court deems just.

- 2. The Plaintiff, Georgina Kelly, Litigation Guardian of Rebecca Black, is an individual pursuant to the laws of the Province of Ontario, located in the city of Brampton, in the province of Ontario.
- 3. The Defendant, Clarence Wilson is an individual pursuant to the laws of the Province of Ontario and has, at all material times, carried on business as Arcade Industries in the city of Scarborough, in the Province of Ontario.
- 4. The Plaintiff states that the Defendant was contracted on the date of December 15, 2011, to provide the recording of a YouTube music video entitled "It's Friday", for which the defendant paid \$4000.00.
- 5. The Plaintiff states that the Defendant, shortly thereafter, published an article on the Arcade Industries webpage claiming that Rebecca's voice was auto corrected and that Rebecca's voice was not her natural voice.
- 6. The Plaintiff states that her good friend, Katy Perry who is a 'person of interest', helped the Plaintiff 'sing it' for the YouTube music video and that Katy Perry is willing to testify on the Plaintiff's behalf.
- 7. The Plaintiff states that the Defendant, by publishing an article on the Arcade Industries webpage, constituted a Breach of Contract, as defined by the terms of the agreement that was made between the Plaintiff and the Defendant.
- 8. The Plaintiff states that the Defendant, has knowingly and negligently caused the breach of trust and its contractual obligations owing to the Plaintiff.

9. The Plaintiff states that the Defendant has caused the Plaintiff to suffer a financial loss, damaging the Plaintiff's reputation as a singer by publishing an article on the Arcade Industries webpage and as a result, the Plaintiff is now unable to achieve fame on YouTube.
10. The Plaintiff states that the Defendant committed the tort of deceit, by knowingly and with malice, publishing an article that contained false statements on the Arcade Industries webpage.
11. The Plaintiff states that the Defendant committed the tort of libel, by knowingly and with malice, publishing a defamatory statement in an article on the Arcade Industries webpage.
12. The Plaintiff states that the Defendant committed the tort of Injurious Falsehood, by knowingly and with malice, publishing a defamatory statement in an article on the Arcade Industries webpage.
13. The Plaintiff is seeking compensatory damages from the Defendant for financial loss and punitive damages as this Honourable Court deems just.

(15)

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THE BEATLES

APP FOR THE iPad IS HERE!



Available on the
App Store

Exclusive: Rebecca Black voice in 'It's Friday' YouTube video
FAKE, altered by 'auto correct'
Singer 'manipulated' her voice in online video

Like 375

Tweet 283

+1 0

58

Comment 21



YouTube
Rebecca Black 'It's Friday'
Friday - Rebecca Black - Official Music Video
REBECCABLACK



By: **Clarence Wilson**

DECEMBER 20, 2011 2:25 PM ET

Rebecca Black's voice heard in the new YouTube video "It's Friday" contains a fake voice.

Rebecca Black 'auto corrected' her voice to sound good. The voice you hear in the video is NOT her natural voice.

The singer should be ashamed of defrauding her fans by lying to them in order to generate YouTube viewers.

Rebecca Black's voice heard in the new YouTube video "It's Friday" contains a fake voice.

Rebecca Black 'auto corrected' her voice to sound good. The voice you hear in the video is NOT her natural voice. The singer should be ashamed of defrauding her fans by lying to them in order to generate YouTube viewers. Any artist that intentionally misleads their fans should be ashamed of themselves.

condemnation? Go to YouTube, view her video and select DISLIKE. Everyone should boycott

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Now

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Arthritis Team

A research study is enrolling people with Rheumatoid Arthritis not controlled by methotrexate.

Like · 919 people like this.

WDD Mobile

"Like" WDD Mobile if you want to help change the wireless industry in Canada.

Like · Vanessa Jeaurond Lightowler likes this.

Samsung Televisions

Want to win a brand new Samsung TV? Click here to learn more.

Like · 161,212 people like this.

20 Minute Time Limit

This Computer Will Reboot In 11 Minutes

Bill Gleason and Marianne Colpaert are now friends.

The Globe and Mail added a new photo.

TRAXSOURCE.COM (WE ARE HOUSE)

Pre-arrange, Poker Flat, Local Talk, Stereo Productions & Papa Records are some of...
Nydel - Ben Allair

Beachbody

Want to know how our fitness experts do research when we make new workout programs...
The Straight Dope: The Mo...

TAXI - The Global Creative Network added a new photo to the album YourGala Photos.

Brandy Rose

Chris Gleason

Christine Lefebvre

Cyndi Kline

Jeff Reynolds

William Lane

Lisa Zuerba Dene

Meghan Dun

Nancy Gleason

Marlene Robinson

Arcade Industries

13 likes

Marken/Music

Founded by Clarence Wilson. Produced and Directed Rebecca Black's video Friday - Fake page for Paralegal studies assignment

About

Photos

Like

13

Highlights

Post Photo / Video

Write something...

Arcade Industries updated their cover photo.

14 hours ago

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7:04 AM 10/18/2012

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David Taylor Find friends Home

Create Page

Recent Posts By Others

Leah MacLean

http://www.theinsider.com/news/38762_Viral_Rebecca_Black_s_New_Friday_Anthem_ looks like people are not fans of this particular song...

Viral Rebecca Black's New Friday Anthem

www.theinsider.com

It's Friday (the day after Thursday and the day before Saturday), and teen phenom Rebecca Black's opening up about her YouTube sensation video of the same

Like · Comment · Share · 14 hours ago

2 shares

Write a comment...

Leah MacLean

who would want to work with Rebecca Black after this crappy video performance- i bet shes not even really singing the words- i can tell lip synching and autotuning were used here

Like · Comment · 15 hours ago

Arcade Industries

13 likes

Marken/Music

Founded by Clarence Wilson. Produced and Directed Rebecca Black's video Friday - Fake page for Paralegal studies assignment

About

Photos

Like

13

Highlights

Post Photo / Video

Write something...

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14 hours ago

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Leah MacLean

7:04 AM 10/18/2012

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WhoTalking Search Twitter Topics in WhoTalking.com Search

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Home | Trending Topics | Locations | WHY is Rebecca Black

Most recent 28 results returned for keyword: WHY is Rebecca Black

Search this on MAP Search this from more resources

ChryennaYoung RT @Brookeashleyyy: Why is Rebecca Black on pandora #why 9 hours ago - via Twitter for iPhone - Reply - Retweet - Favorite - View

Brookeashleyyy Why is Rebecca Black on pandora #why 9 hours ago - via Twitter for iPhone - Reply - Retweet - Favorite - View

ella_odonne why is Rebecca Black in my 'who to follow' list? really? hm something tells me my mouse isn't going to hit her follow button anytime soon 14 hours ago - via web - Reply - Retweet - Favorite - View

rodoula93 @littex why?? is Rebecca Black releasing a new album? lol :p 1 day ago - via web - Reply - Retweet - Favorite - View

hollyrussell WHY OH WHY is Rebecca black - Friday in my fucking head!!!! 2 days ago - via Twitter for iPhone - Reply - Retweet - Favorite - View

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160 Online | Tweet 0 | Send | Like 1.5k | +9 | 0

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Arcade Industries Timeline How

Leah MacLean likes this.

Leah MacLean hahaha my personal fave is: OHMYGOD WHY IS REBECCA BLACK ON MY IPOD OHMYGOD OHMYGOD SHOOTING MYSELF 14 hours ago · Like · 3

Olivia Watson-Cook http://www.youtube.com/watch?v=7J90P00000s - EVERYONE is criticizing her. "you can tell she's auto-tune that's when you know you sound really awful..." OVEREXPOSED: REBECCA BLACK It's not TOO Overexposed yet, unless you have a Twitter or Tumblr, so this will ... See More 10 hours ago · Like

Arcade Industries shared a link via Leah MacLean 14 hours ago ·

people can tell she is auto tuned and cant sing

Virat: Rebecca Black's New Friday Anthem www.theindies.com It's Friday (the day after Thursday and the day before Saturday), and teen phenom Rebecca Black's opening up about 13 hours ago · Like · Comment · Share

Arcade Industries shared a link via Leah MacLean 14 hours ago ·

interesting stuff: shows how people hate her song

Rebecca Black - Friday (Music Video Parody) Now on iTunes in high quality! Buy it and rock out on Friday :) http://bit.ly/e2Go24 Rebecca Black - Friday (Music Video Parody) Post this on Facebook! http://... Like · Comment · Share

Leah MacLean likes this.

Arcade Industries 15 hours ago ·

Rebecca Black? O you mean the girl who can state the days of the week? No I would never work with her!

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Now on iTunes in High quality! Buy it and rock out on Friday :) <http://bit.ly/fzGo24>
Rebecca Black - Friday (Music Video Parody) Post this on Facebook! <http://bit.ly/fzGo24>

Like Comment Share
Leah MacLean likes this.

Write a comment...

Arcade Industries 15 hours ago

Said he would totally date her on the rebound but would never work with her on a professional level

Arcade Industries 15 hours ago

"Rebecca Black? O you mean the girl who can state the days of the week? No I would never work with her!"

Like Comment Share
Leah MacLean likes this.

Write a comment...

Arcade Industries shared a link 15 hours ago

MDG
Canada's #1 Online Store to Finance Top Brands of Computers & Electronics at 49¢ per day!
Like · Chris Gleason likes this.

WIND Mobile
"LIKE" WIND Mobile if you want to help change the wireless industry in Canada
Like · Cloudy Palces likes this.

TripAdvisor
The average person has only been to 17 cities. Can you beat that? Create your map. Dalpreet Hamra used this.

Lifehacker
Delicious, but dangerous! Study up now so you don't regret it later.
The Right Way to Deep Fry...

TRAXSOURCE.COM (WE ARE HOUSE)
Felipe Venegas returns to Cadena Music with perhaps his most daring EP yet & expanding the tech house sound to new levels.

#RockTheTweeet
RT @johnd17: "Never wish life were easier, wish that you were better." - Jim Rohn quote #leadership

Brandy Hays
Chris Gleason
Christine Lefebvre
Cyril Marie
Jeff Reynolds
Kathleen Lane
Lisa Zurbia Davis
Maggie D'Am
Hendy Gleason
Narett Balenger

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Rebecca Black - Friday (Music Video Parody)
Now on iTunes in High quality! Buy it and rock out on Friday :) <http://bit.ly/fzGo24>
Rebecca Black - Friday (Music Video Parody) Post this on Facebook! <http://bit.ly/fzGo24>

Like Comment Share
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Write a comment...

Arcade Industries 15 hours ago

Said he would totally date her on the rebound but would never work with her on a professional level

Arcade Industries 15 hours ago

"Rebecca Black? O you mean the girl who can state the days of the week? No I would never work with her!"

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Leah MacLean likes this.

Write a comment...

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Small Claims Court Assignment # 1 - Supplemental

Question # 3

Pre judgment interest calculation under section 127 of the Courts of Justice Act = \$271.45

Per diem pre-judgment interest rate after October 15, 2011 until Judgment is given = \$0.89

Total amount of days:

December 2011	16
January 2012	31
February	29
March	31
April	30
May	31
June	30
July	31
August	31
September	30
October	15

Ttl Amount of Days=305

- Claim Amount = \$25,000.00 X 1.3% (interest rate from tables) = \$325.00 (annual interest amount)
- Per Diem Rate = \$325.00 / 366 (days) = \$0.888
- Per Diem pre-judgment interest = 305 (Total amount of days of claim) X \$0.89 (Per Diem Rate)

Question # 5

At least 4 methods of service of the claim on the Defendant:

Rule 8.01 (1) - Service of Particular Documents Plaintiff's or Defendant's Claim - A plaintiff's claim or defendant's claim (Form 7A or 10A) shall be served personally as provided in rule 8.02 or by an alternative to personal service as provided in rule 8.03. O. Reg. 258/98, r. 8.01 (1).

Rule 8.02 (1) - Sole Proprietorship - on a sole proprietorship, by leaving a copy of the document with,

(i) the sole proprietor, or

(ii) a person at the principal place of business of the sole proprietorship who appears to be in control or management of the place of business. O. Reg. 258/98, r. 8.02; O. Reg. 56/12, s. 1.

Rule 8.03 (7) - Service of a plaintiff's claim or defendant's claim on an individual against whom the claim is made may be made by sending a copy of the claim by registered mail or by courier to the individual's place of residence, if the signature of the individual or any person who appears to be a member of the same household, verifying receipt of the copy, is obtained. O. Reg. 393/09, s. 5 (4); O. Reg. 440/10, s. 1 (1).

Rule 8.04 - Substituted Service - If it is shown that it is impractical to effect prompt service of a claim personally or by an alternative to personal service, the court may allow substituted service. O. Reg. 258/98, r. 8.04.

Question # 6

The post judgment interest rate is 3%

Question # 7

The cost to issue the claim will be \$75.00 because under Schedule 1 Ont. Reg. 432/93 - Small Claims Court - Fees and Allowances, this is a filing of a claim by an infrequent claimant.

39/10

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The Sydney Morning Herald

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Who is Rebecca Black? And is she really bigger than Japan?

Lee-Maree Gallo

Published: March 15, 2011 - 5:59PM

Japan is facing one of the biggest disasters ever known to man. So how it is possible that the world is officially more interested in an unknown tween popette from the United States?

Advertisement

Forget earthquakes, tsunamis or Julian Assange. And forget the latest celebrity scandals featuring Charlie Sheen or Lindsay Lohan. They all pale into insignificance behind the internet phenomenon that is an unknown 13-year-old wannabe popstar by the name of Rebecca Black.

Black, a 13-year-old girl from America who "loves to sing, dance and act", released her first single, Friday, last month.

She has since exploded on the internet and this week officially knocked off the Japan earthquake as the No.1 global trending topic on Twitter.

According to Twitter's Help Centre, its trending topics algorithm identifies topics that are immediately popular to help people discover the "most breaking" news stories worldwide.

In the past two days, the single - which includes the lyrics "yesterday was Thursday, Thursday/Today is Friday, Friday" and "tomorrow is Saturday, and Sunday comes afterwards" - has more than doubled its hits on YouTube, racking up views of almost 3 million.

It has also spawned a series of parody videos and remixes. But why all the fuss? According to general consensus, *Friday* could well be the worst song ever written.

Released by independent LA record label ARK Music Factory, the single is heavily produced and Black's vocals have been auto-tuned to the hilt, giving the Black Eyed Peas and T-Pain a run for their money.

The lyrics are simple and repetitive ("Friday, Friday, Friday"), the beat is monotonous and the inclusion of an unknown rapper attempting to give the track an injection of street cred only hampers the song's efforts at becoming a likeable hit.

Critics on Twitter have been even less gracious.

- @RyanBogas21 - Breaking news: According to Rebecca Black tomorrow is Saturday and Sunday comes afterwards!
- @RKingPan - What is this Rebecca Black song? Earbleed!
- @ericjhagen - Thank you Rebecca Black, for ruining my ears every time I hear the word "Friday"
- @itsaaronrogers - I noticed that Rebecca Black is now trending. #prayforjapan isn't despite the fact that Japan is facing the threat of a nuclear meltdown.
- @jenhartry - which songwriter is responsible for Rebecca Black's 'Friday'? You should be ashamed of yourself!!!

According to ARK's website, Black started dance classes when she was three years old, started singing lessons at 10 and was signed to a modelling agency by the time she was 11. "Singing is her passion and what she loves to do" the site reads.

TAB 1 - I

Limited Scope Retainer Agreement

Humber College, Bachelor of Applied Arts, Paralegal Studies

PERSONAL WRITING PORTFOLIO

Assignment # 1:
Limited Scope Retainer Agreement

19/20
Where is your
ad?

Student: Doug Taylor, [REDACTED]

Professor: Carolyn Maclean

Course: PLBA 4502

Date: February 11, 2016

LIMITED SCOPE REPRESENTATION AGREEMENT

TO THE CLIENT: THIS IS A LEGALLY BINDING CONTRACT. PLEASE READ IT CAREFULLY AND MAKE CERTAIN THAT YOU UNDERSTAND ALL OF THE TERMS AND CONDITIONS. YOU MAY TAKE THIS CONTRACT HOME WITH YOU, REVIEW IT WITH ANOTHER LAWYER/PARALEGAL IF YOU WISH, AND ASK ANY QUESTIONS YOU MAY HAVE BEFORE SIGNING.

EMPLOYMENT OF A LAWYER/PARALEGAL FOR LIMITED SCOPE REPRESENTATION REQUIRES THAT THE LAWYER/PARALEGAL AND CLIENT CAREFULLY AND THOROUGHLY REVIEW THE DUTIES AND RESPONSIBILITIES EACH WILL ASSUME. ANY LIMITED REPRESENTATION AGREEMENT SHOULD DESCRIBE, IN DETAIL, THE LAWYER/PARALEGAL'S DUTIES IN THE CLIENT'S INDIVIDUAL CASE.

To help you in litigation, you and a lawyer may agree that the lawyer/paralegal will represent you in the entire case, or only in certain parts of the case. "Limited representation" occurs if you retain a lawyer/paralegal only for certain parts of the case. When a lawyer/paralegal agrees to provide limited scope representation in litigation, the lawyer/paralegal must act in your best interest and give you competent help. However, when a lawyer/paralegal and you agree that the lawyer will provide only limited help,

- the lawyer/paralegal DOES NOT HAVE TO GIVE MORE HELP than the lawyer/paralegal and you agreed.
- the lawyer/paralegal DOES NOT HAVE TO help with any other part of your case.

Date: _____

1. CLIENT, _____ retains lawyer/paralegal _____
To perform limited legal services in the following matter:

2. Client seeks only the following services from lawyer/paralegal (check appropriate box):
Legal advice: office visits, telephone calls, fax, mail, email

- ☐ This is a one-time consultation.
- ☐ Advice about availability of alternative means of resolving the dispute, including mediation and arbitration, including helping you prepare for mediation or arbitration.
- ☐ Evaluation of Client self-diagnosis of the case and advising Client about legal rights and responsibilities.
- ☐ Guidance and procedural information for filing or serving court documents.
- ☐ Review pleadings and other documents prepared by Client.
- ☐ Review pleadings and other documents prepared by opposing party/counsel.
- ☐ Suggest documents for you to prepare.
- ☐ Draft pleadings, motions, and other documents.
 - List the documents to be prepared: _____

- ☐ Factual investigation: contacting witnesses, public record searches, in-depth interview of Client.

If not checked, Client understands that lawyer/paralegal will not make any independent investigation of the facts and is relying entirely on Client's limited disclosure of the facts given the limited services provided.

- ☐ Assistance with computer support programs.

- List the programs to be used: _____
- Legal research and analysis: _____
- List the issues to be researched and analyzed: _____

- ☐ Evaluate settlement options.

- ☐ Prepare discovery documents, such as interrogatories and requests for document production.

- List the discovery documents to be prepared: _____

- ☐ Help you prepare for depositions.

- ☐ Planning for negotiations.

- ☐ Planning for court appearances.

- ☐ Standby telephone assistance during negotiations or settlement conferences.

- ☐ Referring Client to expert witnesses, other counsel, or other service providers.

- ☐ Counseling Client about an appeal.

- ☐ Procedural assistance with an appeal and assisting with substantive legal argument in an appeal.

- ☐ Provide preventive planning and/or schedule legal check-ups.

- ☐ Representing in court or administrative tribunal only for the following matters:

- ☐ Provide preventive planning and/or schedule legal check-ups.

- ☐ Other:

*Long list
may be a
little overwhelming*

3. Client shall pay the lawyer/paralegal for those limited services as follows (check agreed options):

☐ **Hourly Fee.** Client agrees to pay lawyer/paralegal for the agreed limited services at an hourly rate.

The current hourly fee charged by lawyer/paralegal or lawyer/paralegal's law firm for services under this agreement is as follows:

- i. Lawyer: \$ _____
- ii. Associate: \$ _____
- iii. Paralegal: \$ _____
- iv. Law Clerk: \$ _____

Unless a different fee arrangement is established in clause "b" of this paragraph, the hourly fee shall be payable at the time of the service. Time will be charged in increments of one-tenth of an hour, rounded off for each particular activity to the nearest one-tenth of an hour.

☐ **Flat Fee.** Client will pay Lawyer a flat fee for the limited services listed of \$ _____

☐ **Retainer/Payment from Deposit.** Client will pay to lawyer/paralegal a retainer/deposit of \$ _____, to be received by lawyer/paralegal on or before _____, and to be applied against lawyer/paralegal fees and costs incurred by Client. This amount will be deposited by lawyer/paralegal in lawyer/paralegal's trust account. Client authorizes lawyer/paralegal to withdraw funds from the trust account to pay lawyer/paralegal's fees and costs as they are incurred by Client. The deposit is refundable. If, at the termination of services under this agreement, the total amount incurred by Client for lawyer/paralegal's fees and costs is less than the amount of the deposit, the difference will be refunded to Client. If the deposit is not enough to pay for the services provided by the lawyer/paralegal, Client shall pay any additional costs within thirty days of billing.

☐ **Costs.** Client shall pay lawyer/paralegal all out-of-pocket costs incurred in connection with this agreement, including long distance telephone and fax costs, photocopy expense, postage, filing fees, investigation fees, deposition fees, and the like unless paid directly by Client.

Lawyer/paralegal will not advance costs to third parties on Client's behalf and lawyer/paralegal will not pay filing fees, court costs, or other costs to any court unless specifically requested by Client and agreed upon in advance by lawyer/paralegal. Advances will be repaid to lawyer/paralegal in addition to any lawyer's fee charged as set forth above. Lawyer/paralegal may request that the amount to be advanced or paid on behalf of Client be paid to lawyer/paralegal before any payment is made to a third party.

4. Lawyer/paralegal representation begins with the signing of this Agreement and it terminated at the completion of the services requested and identified above _____, whichever happens first.

5. **Additional Services/Representation:** lawyer/paralegal and Client may later determine that the lawyer/paralegal should provide additional limited services or assume full representation. Lawyer/paralegal has no further obligation to Client after completing the above described limited legal services unless and until both lawyer/paralegal and Client enter into another written representation agreement. Lawyer/paralegal may decline to provide additional services.
- If lawyer/paralegal agrees to provide additional services, those additional services should be specifically listed in an amendment to this agreement, signed and dated by both the lawyer/paralegal and Client.
 - If lawyer/paralegal and Client agree that lawyer/paralegal will serve as Client's lawyer/paralegal of record on all matters related to handling Client's case, Client and lawyer/paralegal should indicate that agreement in an amendment to this agreement, signed and dated by both the lawyer/paralegal and Client.
 - NEITHER LAWYER/PARALEGAL NOR CLIENT SHOULD RELY ON VERBAL DISCUSSIONS OR VERBAL AGREEMENTS WHEN CHANGING THE TERMS OF THE LAWYER/PARALEGAL'S RESPONSIBILITY FOR REPRESENTATION.**
6. If any dispute between Client and lawyer/paralegal arises under this agreement concerning the payment of fees, Client and lawyer/paralegal will submit the dispute for fee dispute resolution.
7. Client has read this Limited Scope Representation Agreement and understands what it says. Client agrees that the legal services specified above are the only legal help lawyer/paralegal will provide. Client understands and agrees that:
- the lawyer/paralegal who is helping me with these services is not my lawyer for any other purpose and does not have to give me any more legal help;
 - the lawyer/paralegal is not promising any particular outcome;
 - because of the limited services to be provided, lawyer/paralegal has limited his or her investigation of the facts as set out in specifically in this agreement; and
 - if lawyer/paralegal goes to court with me, lawyer/paralegal does not have to help me afterwards, unless we both agree in writing.

Client understands that it is important that lawyer/paralegal, the opposing party, and the court handling my case be able to reach me at this address. I therefore agree that I will inform lawyer/paralegal or any Court and opposing party, if applicable, of any change in my permanent address or telephone number.

WE HAVE EACH READ THE ABOVE AGREEMENT BEFORE SIGNING IT.

Client: _____

Lawyer: _____

Printed Name: ____

Firm: _____

Address: _____

Address: _____

Phone: _____

Phone: _____



Assignment # 1:
Limited Scope Retainer Agreement
(Part II: Advertisement)

Student: Doug Taylor, [REDACTED]

Professor: Carolyn Maclean

Course: PLBA 4502

Date: February 19, 2016



**SHOES DON'T COME IN
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(Restrictions apply, please call for details)

TAB 1 - J

Plaintiff's Motion Record

Humber College, Bachelor of Applied Arts, Paralegal Studies

PERSONAL WRITING PORTFOLIO

Motion Record

Between:

Rebecca Black

Plaintiff
Moving Party

And

Clarence Wilson
(Also Known As Arcade Industries)

Defendant
Responding Party

Document	Tab Number
Form 15A Notice of Motion and Supporting Affidavit	1
Form 7A Plaintiff's Claim	2
Affidavit Katy Perry's Witness Statement	3
Contract	4
Letter of Agreed Payment And Cheque	5
Evidence: WebPages and Articles	6
Retainer Letter	7
Demand Letter	8
Rule 56: Security For Costs Courts of Justice Act Libel and Slander Act	9
Defence for Defendants Claim	10

ONTARIO
Superior Court of Justice
Cour supérieure de justice

Notice of Motion and Supporting Affidavit
Avis de motion et affidavit à l'appui
Form / Formule 15A Ont. Reg. No. / Règl. de l'Ont. : 258/98

TORONTO
Small Claims Court / Cour des petites créances de
45 SHEPPARD AVE. EAST
TORONTO ONT M2N 5W9
Address / Adresse
416-661-5146
Phone number / Numéro de téléphone

SC-1234
Claim No. / N° de la demande

Plaintiff No. 1 / Demandeur n° 1 ☐ Additional plaintiff(s) listed on attached Form 1A.
Le ou les demandeurs additionnels sont mentionnés sur la formule 1A ci-jointe.

Last name, or name of company / Nom de famille ou nom de la compagnie <u>GEORGINA-KELLY LITIGATION GUARDIAN OF REBECCA BLACK</u>		
First name / Premier prénom <u>REBECCA</u>	Second name / Deuxième prénom <u>BLACK</u>	Also known as / Également connu(e) sous le nom de
Address (street number, apt., unit) / Adresse (numéro et rue, app., unité) <u>312 ZUNDER ZEE AVENUE</u>		
City/Town / Cité/Ville <u>BRAMPTON</u>	Province <u>ONTARIO</u>	Phone no. / N° de téléphone <u>519 488 2900</u>
Postal code / Code postal <u>K0K 3T0</u>		Fax no. / N° de télécopieur
Representative / Représentant(e) <u>GROUP 9 LEGAL SERVICES INC.</u>		LSUC # / N° du BHC
Address (street number, apt., unit) / Adresse (numéro et rue, app., unité)		
City/Town / Cité/Ville	Province	Phone no. / N° de téléphone
Postal code / Code postal		Fax no. / N° de télécopieur

Defendant No. 1 / Défendeur n° 1 ☐ Additional defendant(s) listed on attached Form 1A.
Le ou les défendeurs additionnels sont mentionnés sur la formule 1A ci-jointe.

Last name, or name of company / Nom de famille ou nom de la compagnie <u>CLARENCE WILSON CARRYING BUSINESS AS ARCADE INDUSTRIES</u>		
First name / Premier prénom <u>CLARENCE</u>	Second name / Deuxième prénom <u>WILSON</u>	Also known as / Également connu(e) sous le nom de <u>ARCADE INDUSTRIES</u>
Address (street number, apt., unit) / Adresse (numéro et rue, app., unité) <u>380 CANARCTIC DRIVE</u>		
City/Town / Cité/Ville <u>SCARBOROUGH</u>	Province <u>ONTARIO</u>	Phone no. / N° de téléphone <u>416-660-6034</u>
Postal code / Code postal <u>M3J 2R9</u>		Fax no. / N° de télécopieur
Representative / Représentant(e)		LSUC # / N° du BHC
Address (street number, apt., unit) / Adresse (numéro et rue, app., unité)		
City/Town / Cité/Ville	Province	Phone no. / N° de téléphone
Postal code / Code postal		Fax no. / N° de télécopieur

THIS COURT WILL HEAR A MOTION on NOVEMBER 22, 2012, at 9:30 A.M.,
 LE TRIBUNAL PRÉCITÉ ENTENDRA UNE MOTION le , à (Time / heure)

or as soon as possible after that time, at 45 SHEPPARD AVENUE EAST
 ou dès que possible par la suite à/au (Address of court location and courtroom number / Adresse du tribunal et numéro de la salle d'audience)

COURTROOM 101, TORONTO ONTARIO M2N 5W9

Complete Part A or Part B below, then complete the affidavit in support of motion on page 3. / Remplissez la partie A ou la partie B ci-dessous. Remplissez ensuite l'affidavit à l'appui de la motion à la page 3.

A. This motion will be made in person by GEORGINA KELLY LITIGATION
 La motion sera présentée en personne par : GUARDIAN OF REBECCA BLACK
 (Name of party / Nom de la partie)

for the following order : / en vue d'obtenir l'ordonnance suivante :

- ☒ the court's permission to extend time to (Specify)
 l'autorisation du tribunal de proroger le délai pour (Précisez)
THE PLAINTIFF, REBECCA BLACK
- ☒ set aside default judgment and noting in default.
 l'annulation du jugement par défaut et la constatation du défaut.
- ☐ set aside noting in default.
 l'annulation de la constatation du défaut.
- ☐ permission to file a Defence.
 l'autorisation de déposer une défense.
- ☐ permission to file a Defendant's Claim.
 l'autorisation de déposer une demande du défendeur.
- ☐ set aside order dismissing claim as abandoned.
 l'annulation d'une demande pour cause de renonciation
- ☐ terminate garnishment and/or withdraw writ(s).
 la mainlevée de la saisie-arrêt ou le retrait d'un ou de plusieurs brefs, ou les deux.
- ☒ Other: AN EXTENSION OF TIME DUE TO
 Autre : DATE OF DISCOVERY

☒ ADDITIONAL PAGES ARE ATTACHED BECAUSE MORE ROOM WAS NEEDED.
 DES FEUILLES SUPPLÉMENTAIRES SONT ANNEXÉES EN RAISON DU MANQUE D'ESPACE.

☐ DOCUMENTS ARE ATTACHED.
 PIÈCES JOINTES.

NOTE: IF YOU FAIL TO ATTEND AN IN-PERSON MOTION, an order may be made against you, with costs, in your absence. If you want to attend the motion by telephone or video conference, complete and file a Request for Telephone or Video Conference (Form 1B). If the court permits it, the clerk will make the necessary arrangements and notify the parties [R. 1.07(5)].

REMARQUE : SI VOUS NE VOUS PRÉSENTEZ PAS EN PERSONNE À L'AUDITION DE LA MOTION, une ordonnance peut être rendue contre vous en votre absence, avec dépens. Si vous voulez assister à l'audition de la motion par conférence téléphonique ou vidéoconférence, remplissez et déposez la Demande de conférence téléphonique ou vidéoconférence (formule 1B). Si le tribunal l'autorise, le greffier prendra les dispositions nécessaires et en avisera les parties [par. 1.07 (5)].

B. This motion in writing for an assessment of damages is made by**La présente motion par écrit en vue d'une évaluation des dommages-intérêts est présentée par**GEORGINA KELLY LITIGATION GUARDIAN OF REBECCA BLACK

(Name of plaintiff / Nom du demandeur/de la demanderesse)

who asks the court for an order assessing damages against

qui demande au tribunal de rendre une ordonnance d'évaluation des dommages-intérêts contre

CLARENCE WILSON CARRYING ON BUSINESS AS ARCADE INDUSTRIES

(Name of defendant(s) / Nom du/de la/des défendeur(s)/défenderesse(s))

who have/has been noted in default.

qui a/ont été constaté(e)(s) en défaut.

AFFIDAVIT IN SUPPORT OF MOTION / AFFIDAVIT À L'APPUI DE LA MOTION

My name is

REBECCA BLACK

Je m'appelle

(Full name / Nom et prénoms)

I live in

BRANDTOWN, CANADA

J'habite à

(Municipality & province / Municipalité et province)

I swear/affirm that the following is true:**Je déclare sous serment/j'affirme solennellement que les renseignements suivants sont véridiques :**

Set out the facts in numbered paragraphs. If you learned a fact from someone else, you must give that person's name and state that you believe that fact to be true.

Indiquez les faits sous forme de dispositions numérotées. Si vous avez pris connaissance d'un fait par l'entremise d'une autre personne, vous devez indiquer le nom de cette personne et déclarer que vous croyez que ce fait est véridique.

SEE "SCHEDULE A"

SC-1234

Claim No. / N° de la demande

AFFIDAVIT IN SUPPORT OF MOTION, continued / AFFIDAVIT À L'APPUI DE LA MOTION, suite

If more space is required, attach and initial extra pages. / Si vous avez besoin de plus d'espace, annexe une ou des feuilles supplémentaires et paraphez-les.

Sworn/Affirmed before me at _____
Déclaré sous serment/Affirmé _____
solennellement devant moi à _____
(Municipality / municipalité)

in TORONTO, ONTARIO
en/à/au _____
(Province, state or country / province, État ou pays)

on OCTOBER 15, 2012
le _____

Commissioner for taking affidavits
Commissaire aux affidavits
(Type or print name below if signature is illegible.)
(Dactylographiez le nom ou écrivez-le en caractères d'imprimerie ci-dessous si la signature est illisible.)

Georgina Kelly
Signature

(This form is to be signed in front of a lawyer, justice of the peace, notary public or commissioner for taking affidavits.)
(La présente formule doit être signée en présence d'un avocat, d'un juge de paix, d'un notaire ou d'un commissaire aux affidavits.)

WARNING:

IT IS AN OFFENCE UNDER THE CRIMINAL CODE TO KNOWINGLY SWEAR OR AFFIRM A FALSE AFFIDAVIT.

AVERTISSEMENT : FAIRE SCIEMMENT UN FAUX AFFIDAVIT CONSTITUE UNE INFRACTION AU CODE CRIMINEL.

Case Name:

Montrose Hammond & Co. v. CIBC World Markets Inc.

Between

**Montrose Hammond & Co. and the Raillery Fund LP,
Plaintiffs/Respondents, and
CIBC World Markets Inc. and Belzberg Technologies Inc.,
Defendants/Appellants**

[2012] O.J. No. 4004

2012 ONSC 4869

112 O.R. (3d) 151

Court File No. 09-CV-380299

Ontario Superior Court of Justice

P.M. Perell J.

Heard: August 21, 2012.

Judgment: August 27, 2012.

(46 paras.)

Civil litigation -- Civil procedure -- Costs -- Security for costs -- Where plaintiff insolvent or impecunious -- Appeals -- From Masters' decisions -- Appeal by defendants from Master's decision dismissing their application for the plaintiffs to post \$219,681 and \$152,311 security for costs dismissed -- Plaintiffs managed investments and sued defendants after catastrophic error with software supplied and owned by defendants caused over \$1,000,000 losses -- Plaintiffs had since stopped operating -- Master properly concluded plaintiffs were impecunious and their case was not devoid of merit -- While principal owned \$700,000 technically unencumbered house, it was practically encumbered by line of credit, tax debts and legal fees -- Master reasonably found plaintiffs' principals were putting their own finances at stake to fund action.

Appeal by the defendants from the Master's decision dismissing their application for an order requiring the plaintiffs to post security for costs of \$219,681 to the defendant CIBC World and \$152,311 to the co-defendant Belzberg. The plaintiffs entered into an agreement with CIBC World to obtain access to an electronic stock trading program. The plaintiffs claimed they were never told that most of CIBC World's software belonged to Belzberg and that Belzberg provided technological support. The plaintiffs claimed CIBC misrepresented the terms of their agreement and included terms not discussed and persuaded them to sign without legal advice. The plaintiffs alleged that, when they asked CIBC to add an additional work platform, Belzberg did the work and made a catastrophic error that caused losses of over \$1,000,000. CIBC refused to indemnify the plaintiffs, relying on the exculpatory provisions of their agreement, so the plaintiffs sued both defendants. The plaintiffs had since ceased operations. When the defendants moved for security for costs, the plaintiffs submitted they were impecunious and would be unable to proceed with their action if ordered to post security. The Master reviewed the plaintiffs' and their principals' financial situations and concluded they did not have sufficient assets to post security, and all the principals' assets would be used to pay the plaintiffs' lawyers. The Master concluded a letter of credit in the amount sought by the defendants would be prohibitively expensive. The Master found it could not be said the plaintiffs' case was devoid of merit and preventing them from reaching trial because of their poverty would be an injustice. The defendants argued the Master erred in finding the plaintiffs were impecunious and should have ordered security because the plaintiffs failed to show their case had a significant chance of success.

Schedule A

Schedule A
read

1. The plaintiff, Rebecca Black, contracted Arcade Industries in order for them to write and record a song and to also, create a music video on December 15, 2011. The music video was released onto the internet.
2. Several months after the music video was released onto the internet, the Plaintiff's friend Katy Perry discovered an article, on September 30, 2012, that was published on Arcade Industries website which stated that the song was autocorrected and that the Plaintiff had no natural singing abilities.
3. The Plaintiff is claiming a breach of contract due to the second paragraph, on the second page of the contract which states: *"The resulting song and video recording shall remain a true representation of the artist's performance, with no unusual alteration or special post production effects applied without the express written consent, by way of, subsequent and independent letter of agreement between company, artist and/or legal representative."* Arcade industries autocorrected the Plaintiff's voice without any consent.
4. The Plaintiff has discovered that the Defendant has no assets in Ontario so, the Plaintiff is asking that they are rewarded for security for costs.
5. The Defendant should be held responsible for the Plaintiff's court costs due to Security of Costs, Rules of Civil Procedures, Rule 56.01 (e). Which states *"In the absence of assets in Ontario, the defendant may not be able to recover costs if a court orders costs payable by the plaintiff at the end of the proceeding. Unless there is good reason to believe that the action or application is frivolous and vexatious and that the plaintiff or applicant has insufficient assets in Ontario to pay the costs of the defendant"*.
6. The Defendant does not have any assets in Ontario so the Plaintiff asks that the court determines enforceability outside the jurisdiction, in order to claim those assets, so they can be used as compensation for the breach.
7. The Plaintiff should be awarded costs based on these grounds. ✓

ONTARIO
Superior Court of Justice
Cour supérieure de justice

Plaintiff's Claim
Demande du demandeur

Form / Formule 7A Ont. Reg. No. / Règl. de l'Ont. : 258/98

Toronto

Small Claims Court / Cour des petites créances de

47 Sheppard Avenue East - 3rd Floor
Toronto, ON M2N 5X5

SC-1234

Claim No. / N° de la demande

Seal / Sceau

Address / Adresse

416-362-3554

Phone number / Numéro de téléphone

Plaintiff No. 1 / Demandeur n° 1

☐ Additional plaintiff(s) listed on attached Form 1A.
Le ou les demandeurs additionnels sont mentionnés
sur la formule 1A ci-jointe.

☒ Under 18 years of age.
Moins de 18 ans.

Last name, or name of company / Nom de famille ou nom de la compagnie Georgina Kelly acting as guardian for Rebecca Black		
First name / Premier prénom Rebecca	Second name / Deuxième prénom Black	Also known as / Également connu(e) sous le nom de
Address (street number, apt., unit) / Adresse (numéro et rue, app., unité) 312 Zunder Zee Avenue		
City/Town / Cité/ville Brampton	Province ON	Phone no. / N° de téléphone 519-488-2900
Postal code / Code postal K0K 3J0		Fax no. / N° de télécopieur 805552296
Representative / Représentant(e) Group 9 Legal Services Inc.		LSUC # / N° du BHC
Address (street number, apt., unit) / Adresse (numéro et rue, app., unité) 519 Parkway Drive		
City/Town / Cité/ville Brampton	Province Ontario	Phone no. / N° de téléphone (623) 215-6789
Postal code / Code postal L9X 7K2		Fax no. / N° de télécopieur 806 225 777

Defendant No. 1 / Défendeur n° 1

☐ Additional defendant(s) listed on attached Form 1A.
Le ou les défendeurs additionnels sont mentionnés
sur la formule 1A ci-jointe.

☐ Under 18 years of age.
Moins de 18 ans.

Last name, or name of company / Nom de famille ou nom de la compagnie Clarence Wilson carrying on business as Arcade Industries		
First name / Premier prénom Clarence	Second name / Deuxième prénom Wilson	Also known as / Également connu(e) sous le nom de Arcade Industries
Address (street number, apt., unit) / Adresse (numéro et rue, app., unité) 380 Canartic Drive		
City/Town / Cité/ville Scarborough	Province ON	Phone no. / N° de téléphone 416-660-6034
Postal code / Code postal M3J 2R9		Fax no. / N° de télécopieur
Representative / Représentant(e)		LSUC # / N° du BHC
Address (street number, apt., unit) / Adresse (numéro et rue, app., unité)		
City/Town / Cité/ville	Province	Phone no. / N° de téléphone
Postal code / Code postal		Fax no. / N° de télécopieur

REASONS FOR CLAIM AND DETAILS / MOTIFS DE LA DEMANDE ET PRÉCISIONS

Explain what happened, including where and when. Then explain how much money you are claiming or what goods you want returned.

Expliquez ce qui s'est passé, en précisant où et quand. Ensuite indiquez la somme d'argent que vous demandez ou les biens dont vous demandez la restitution, explication à l'appui.

If you are relying on any documents, you **MUST** attach copies to the claim. If evidence is lost or unavailable, you **MUST** explain why it is not attached.

*Si vous vous appuyez sur des documents, vous **DEVEZ** en annexer des copies à la demande. Si une preuve est perdue ou n'est pas disponible, vous **DEVEZ** expliquer pourquoi elle n'est pas annexée.*

What happened? See Attached Schedule A"

Where?

When?

Que s'est-il

passé?

Où?

Quand?

How much? \$ 25,000.00
Combien? (Principal amount claimed / Somme demandée) \$

☐ ADDITIONAL PAGES ARE ATTACHED BECAUSE MORE ROOM WAS NEEDED.
DES FEUILLES SUPPLÉMENTAIRES SONT ANNEXÉES EN RAISON DU MANQUE D'ESPACE.

The plaintiff also claims pre-judgment interest from December 15, 2012 under:
Le demandeur demande aussi des intérêts (Date) conformément à :
antérieurs au jugement de

(Check only
one box /
Cochez une
seule case)

☒ the Courts of Justice Act
la Loi sur les tribunaux judiciaires

☐ an agreement at the rate of _____ % per year
un accord au taux de _____ % par an

and post-judgment interest, and court costs.
et des intérêts postérieurs au jugement, ainsi que les dépens.

Prepared on: October 13, 20 12
Fait le :

Georgina Kelly
(Signature of plaintiff or representative / Signature du
demandeur/de la demanderesse ou du/de la représentant(e))

Issued on: _____, 20 _____
Délivré le :

(Signature of clerk / Signature du greffier)

**CAUTION TO
DEFENDANT:**

**AVERTISSEMENT
AU DÉFENDEUR :**

IF YOU DO NOT FILE A DEFENCE (Form 9A) with the court within twenty (20) calendar days after you have been served with this Plaintiff's Claim, judgment may be obtained without notice and enforced against you. Forms and self-help materials are available at the Small Claims Court and on the following website: www.ontariocourtforms.on.ca.
SI VOUS NE DÉPOSEZ PAS DE DÉFENSE (formule 9A) auprès du tribunal au plus tard vingt (20) jours civils après avoir reçu signification de la présente demande du demandeur, un jugement peut être obtenu sans préavis et être exécuté contre vous. Vous pouvez obtenir les formules et la documentation à l'usage du client à la Cour des petites créances et sur le site Web suivant : www.ontariocourtforms.on.ca.

Schedule "A"

Claim

1. The Plaintiff Claims:

- (a) A Breach of Contract of \$4000;
 - (b) Slander and Defamation of \$21,000;
 - (c) Default Pre-judgement and Post-judgement provisions under the courts of justice act;
 - (d) The costs that are affiliated with the legal proceedings that are connected to this occurrence;
 - (e) Such further and other relief that the Honourable Judge deems fit.
2. The Plaintiff is Rebecca Black, a fifteen year old girl who is pursuing a case in accordance to the law of the province of Ontario, located in the city of Brampton, where the event occurred.
 3. The Defendant is Clarence Wilson, an individual who is pursuing the laws of the Province of Ontario and who carries on business as Arcade Industries, a record company, in Scarborough Ontario.
 4. The Plaintiff states that the Defendant was contracted on December 15, 2011 to record a song and music video for \$4000. The Plaintiff states that the song and video were recorded inside of the Plaintiff's father's home in Brampton.
 5. The Plaintiff states that after the music video was released onto YouTube, the Defendant posted articles on their webpage that stated that the Plaintiff's had a terrible voice that was auto corrected.
 6. The plaintiff's reputation as a singer has been damaged by these statements as other performing artists such as Miley Cyrus, Jennifer Lopez and Taylor Swift all refuse to work with the Plaintiff.
 7. The Plaintiff's neighbour, Katy Perry, is willing to testify that Rebecca Black is a good singer.
 8. The Plaintiff states that these comments have stopped her career as an artist and she has "lost her moment" to become a famous YouTube artist.
 9. The Plaintiff states that the Defendant is liable for the loss of her career, the breach of contract and her bad reputation in the music industry. The Defendant should pay the Plaintiff's court costs.

ONTARIO

**Superior Court of Justice
Cour supérieure de justice**

**Affidavit
Affidavit**

Form / Formule 15B Ont. Reg. No. / Règl. de l'Ont. : 258/98

Toronto

Small Claims Court / Cour des petites créances de

SC-1234

Claim No. / N° de la demande

**47 Sheppard Avenue East
Toronto, ON M2N 5X5**

Address / Adresse

416-326-3554

Phone number / Numéro de téléphone

BETWEEN / ENTRE

Georgina Kelly litigation guardian of Rebecca Black

Plaintiff(s)/Creditor(s) / Demandeur(s)/demanderesse(s)/créancier(s)/créancière(s)

and / et

Clarence Wilson carrying on business Arcade Industries

Defendant(s)/Debtor(s) / Défendeur(s)/défenderesse(s)/débiteur(s)/débitrice(s)

My name is Katy Perry

Je m'appelle

(Full name / Nom et prénoms)

I live in Brampton, Ontario

J'habite à

(Municipality & province / Municipalité et province)

I make this affidavit in relation to: Plaintiff's Claim Against the Defendant - A Witness Statement

Je fais le présent affidavit relativement à : (Specify why the affidavit is being filed with the court. / Précisez les raisons pour lesquelles l'affidavit est déposé auprès du tribunal.)

and I swear/affirm that the following is true:

et je déclare sous serment/j'affirme solennellement que les renseignements suivants sont véridiques :

Set out the facts in numbered paragraphs. If you learned a fact from someone else, you must give that person's name and state that you believe that fact to be true.

Indiquez les faits sous forme de dispositions numérotées. Si vous avez pris connaissance d'un fait par l'entremise d'une autre personne, vous devez indiquer le nom de cette personne et déclarer que vous croyez que ce fait est véridique.

See Schedule A

If more space is required, attach and initial extra pages. / Si vous avez besoin de plus d'espace, annexe une ou des feuilles supplémentaires et paraphez-les.

Sworn/Affirmed before me at Toronto

Déclaré sous serment/Affirmé
solennellement devant moi à

(Municipality / municipalité)

in Ontario

en/à/au

(Province, state or country / province, État ou pays)

on October 15, 20 12

le

Commissioner for taking affidavits

Commissaire aux affidavits

(Type or print name below if signature is illegible.)

(Dactylographiez le nom ou écrivez-le en
caractères d'imprimerie ci-dessous si la
signature est illisible.)

Georgina Kelly
Signature

(This form is to be signed in front of a
lawyer, justice of the peace, notary public
or commissioner for taking affidavits.)

(La présente formule doit être signée en
présence d'un avocat, d'un juge de paix,
d'un notaire ou d'un commissaire aux
affidavits.)

WARNING:

**IT IS AN OFFENCE UNDER THE CRIMINAL CODE TO KNOWINGLY SWEAR OR
AFFIRM A FALSE AFFIDAVIT.**

**AVERTISSEMENT : FAIRE SCIEMMENT UN FAUX AFFIDAVIT CONSTITUE UNE INFRACTION AU CODE
CRIMINEL.**

Schedule A

Katy Perry's Witness Statement:

Katy Perry was quoted saying:

1. The plaintiff, Rebecca Black, contracted Arcade Industries in order for them to write and record a song and to also, create a music video. I, Katy Perry, am Rebecca's friend and she had asked me to be there throughout the entire process.
2. While recording the song, Clarence Wilson praised Rebecca's voice and her natural singing abilities. Saying that she is different from other pop stars and that her voice will be recorded just as is, without any autocorrecting.
3. I was sitting in the studio beside Clarence Wilson and just as Rebecca sang those few notes, Clarence said "done" and Rebecca stepped out of the recording booth to listen to her song. As the recording played, Rebecca sang. Her voice sounded exactly the same as the recording, Clarence Wilson pointed out.
4. Once the song was completely recorded, the Arcade Industries team began to set up to record the music video. After the music video was edited and completed. Rebecca, Georgina who is Rebecca's mother, Clarence Wilson and I all watched the video together. Georgina commented on how talented her daughter was and Clarence agreed, saying to Georgina, Rebecca and I, that Rebecca's voice was a natural talent. He continued by saying that he had not had to work on it at all. We could tell because it sounded exactly the same as it had when she recorded the song.
5. Rebecca released the video onto YouTube at the end of December and seven months later, in July, Rebecca's video became extremely popular and that is when she started to notice the numerous comments that stated that her voice was auto tuned. Rebecca was devastated because she had not had her voice autocorrected. She suffered emotion and mental abuse through those comments.
6. By the mid August, Rebecca had finally pulled herself together and asked me to find out where those people had heard that her voice was autocorrected.
7. By the end of September, I found an article in the archives of the Arcade Industries web page. This article was an old one, written in December, by Clarence Wilson and it stated that Rebecca's voice in her song 'Friday' was not natural and that it had been autocorrected. I was shocked to discover this because Clarence Wilson had been so happy and excited about Rebecca's natural talent when they had recorded the song together. I saw myself that he had not done any work on her voice.
8. I went to Rebecca right away to show her what I had found. By the time she saw the lies that Clarence Wilson had spread about her she decided that she would bring him to court for slander and libel. She made an appointment to meet with a lawyer.

CONTRACT

THIS AGREEMENT entered into this 11 day of 2011 in the city of Toronto, in the province of Ontario.

BETWEEN: **Georgina Kelly, Litigation Guardian of Rebecca Black** (hereinafter referred to as the "Legal Representative") and **Rebecca Black** (Artist) (hereinafter referred to as the "Artist")

PARTY OF THE FIRST PART; —

Georgina Kelly, Litigation Guardian of Rebecca Black (hereinafter referred to as the "Legal Representative") and **Rebecca Black** (Artist) (hereinafter referred to as the "Artist")

Represented by GROUP 9 Legal Services Inc.

205 Humber College Blvd., Toronto, ON, MW9 5L7, 416-675-5000

and

PARTY OF THE SECOND PART; —

Clarence Wilson carrying on business as Arcade Industries (Herein after called "Company")

380 Canarctic Dr., Scarborough, ON, M3J2R9, 416-660-6034

IN CONSIDERATION of the mutual covenants and obligations hereinafter set forth

The parties agree as follows:

- a. Company is an organization, which specializes in the management, audio and video recording, recording distribution, production and representation of musical artists;
- b. Company is familiar with the musical abilities of Artist and has the expertise, ability, industry contacts and resources to assist Artist in the furtherance of his/her career.
- c. Artist performs under the name "(**Rebecca Black**)";
- d. Company and Artist and/or Legal Representative wish to enter into this Agreement to provide for the production and distribution of the music video recording.

IT IS, THEREFORE, AGREED AS FOLLOWS:

A. TERM. The effectiveness of this Agreement shall commence with its execution by all of the parties, and shall be deemed to be fulfilled in its entirety at the conclusion of the recording and Video Recording, which will be deemed once the music video has finished post-production and is ready for public release.

B. PRODUCTION OF RECORDING. The Recording and Video Recording shall be produced in the following manner:

1. PRODUCTION. Company agrees to produce one master recording consisting of a song written and performed by Artist (hereinafter referred to as the "Song"). The resulting recording (hereinafter referred to as the "Recording") shall include music of not less than one song, and shall be of a quality which is equal to master recordings normally produced for commercial distribution.

Company agrees to produce one master video recording consisting of a song and video written and performed by Artist (hereinafter referred to as the "Video"). The resulting video recording (hereinafter referred to as the "Video Recording") shall include music and moving digital images of not less than one song, and shall be of a quality which is equal to master recordings normally produced for commercial distribution. The resulting Song and Video Recording shall remain a true representation of the artists' performance with no unusual alterations or special post-productions effects applied without the express written consent by way of subsequent and independent letter of agreement between Company and Artist and/or Legal Representative.

2. CONTRIBUTION BY ARTIST/LEGAL REPRESENTATIVE. Artist and/or Legal Representative agrees to full cooperate with the Company, in good faith, in the production of the Recording and Video Recording; to contribute to such production the music and video and lyrics embodied in the Song and Video; to arrange, direct and perform the Song and Video in such a manner as to facilitate the production of the Recording and Video Recording; and to otherwise strictly observe the remaining duties and obligations of this Agreement.

3. COSTS. Company shall be responsible for all costs incurred in the production of the Recording and Video Recording, including the prepayment of all travel, hotel and meal costs incurred by Artist and Legal Representative in attending the recording sessions referenced in Section B.5 herein.

4. ARTISTIC CONTROL. Company, Artist and Legal Representative shall be jointly and severally responsible for all decisions regarding the artistic content of the Recording and Video Recording.

5. ADDITIONAL MUSICIANS. Company shall provide and compensate sufficient and competent musicians, additional actors and supporting technical staff to properly perform the Song and Video, as arranged and directed by Artist and Producer with the exception of the appearance of Artist's special guest/friend "Katy Perry", to which the Artist and/or Legal Representative shall provide direct and complete compensation.

6. TITLE. The title of the Recording and Video Recording shall be chosen by the Artist and/or Legal Representative and entitled "It's Friday".

7. COMPLETION AND RELEASE. The Recording and Video Recording shall be completed and prepared for release and distribution on or before January 11, 2011. Company, Artist and/or Legal Representative acknowledge that time is of the essence in the completion of the Recording and Video Recording, and each agrees to exercise all reasonable means to achieve such completion.

8. ASSIGNMENT OF EXCLUSIVE RIGHTS BY ARTIST AND/OR LEGAL REPRESENTATIVE. Upon the timely occurrence and performance of all material events and obligations required to produce the Recording and Video Recording, Artist and/or Legal Representative shall assign to the Company all of his/her rights, title, and interest in and to the following property, for the purposes of distribution and commercial release in the United States and Canada:

- a. The Song and the Video,
- b. Artist's performance of the Song and the Video contained in the Recording and Video Recording,
- c. The title of the Recording and Video Recording.

Upon the timely occurrence and performance of all material events and obligations required to produce the Recording and Video Recording, Artist and/or Legal Representative shall retain full and exclusivity all of his/her rights, title, and interest in and to the following property, for the purposes of commercial exploitation and financial benefit, in the United States and Canada:

- a. The Song and the Video,
- b. Artist's performance of the Song and the Video contained in the Recording and Video Recording,
- c. The title of the Recording and Video Recording.

9. LICENSE FOR USE OF NAME AND IMAGE. Upon the timely occurrence and performance of all material events and obligations required to produce the Recording and Video Recording, Artist and/or Legal Representative shall grant to the Company the exclusive license to use the name "It's Friday", "Rebecca Black" and "Katy Perry", and the Artist's photographic image, in the promotion and distribution of the Video Recording.

10. FORM OF ASSIGNMENT AND LICENSE DOCUMENTS. The form of documents to be executed by Artist and/or Legal Representative, pursuant to Section C. and D. herein shall be identical to the "Assignments" and "License" respectively attached hereto as Exhibits "C" and "D", and incorporated herein by this reference.

11. COPYRIGHT. Upon Artist's and/or Legal Representative's assignment of the Song and Video pursuant to Section C. herein, Company shall proceed with express written consent, to use copyright and license materials for each of the said Song and Video. Each such copyright shall be the sole property of the Artist and/or Legal Representative.

12. DISTRIBUTION. Commencing with the completion of the Recording and Video Recording and continuing for the term of this Agreement, Company will diligently use its best efforts to secure distribution of the Recording and Video Recording throughout the world, through one or more major distribution companies (including social media websites, Google, record companies, film companies, or any other company). Any such contract entered into between Company and any such record distribution company shall be subject to the terms of this Agreement.

13. ROYALTIES. In accordance with the rights granted by Artist and/or Legal Representative to Company herein, Company intends to contract with a record distribution company for distribution of the Recording and Video Recording. Company will be entitled to receive royalties or licensing fees (herein collectively referred to as the "Royalties") as a result of such contract. Royalties shall include any compensation received by Company, or promised to Company, which directly or indirectly results from the use, exploitation or existence of the Recording and Video Recording, or any reproduction applied to satisfy costs incurred and paid by Company pursuant to Sections B.3, and B.6, herein. In the event that Royalties are insufficient to complete such reimbursement, Artist and/or Legal Representative shall not be liable for such costs. The remainder of such Royalties, if any, shall be allocated and distributed between Company and Artist and/or Legal Representative, in the following proportion:

_____ Fifty _____ (50%) Percent to Company

_____ Fifty _____ (50%) Percent to Artist and/or Legal Representative

Royalties due Artist and/or Legal Representative hereunder shall be delivered by Company to Artist within fifteen working days from the Company's receipt thereof.

14. B.M.I. MEMBERSHIP. Within a reasonable time after the execution of this Agreement, Artist and/or Legal Representative shall apply for registration and membership with Broadcast Music Inc. (BMI), a music licensing organization. Company shall be responsible for any cost or expense associated with such application or with the Artist's membership in BMI during the term of this Agreement and the Distribution Period. Company may recover such costs pursuant to Section B#. herein.

15. NON-CIRCUMVENTION. Artist and/or Legal Representative shall not detrimentally interfere with the efforts of Company to distribute the Recording and Video Recording through one or more distribution companies or enter into any contract inconsistent with the rights of distribution assigned to Company hereunder. Artist and/or Legal Representative shall not contact any such potential distribution company except through the offices of the Company.

16. ADDITIONAL PERSONAL SERVICES. For the term of this Agreement, Artist agrees to appear at one or more performances to promote the distribution of the Recording and Video Recording. Company shall schedule and arrange such performances, but Artist and/or Legal Representative shall have the right of prior approval of the location, date and time of each such performance. The total number of performances during the term of this Agreement shall not exceed 5 (five). Company shall be responsible for travel, hotel and meal costs incurred by Artist and/or Legal Representative in attending each such performance, Artist and/or Legal Representative shall be paid one-half (1/2) of the net revenues received by Company for such performances. Such compensation shall be received by Artist and/or Legal Representative within fifteen (15) days from Company's receipt thereof. Company may recover such costs (including travel costs and compensation paid to Artist and/or Legal Representative) pursuant to Section B3. herein.

17. OPTION TO PURCHASE. At any time during the term of this Agreement or thereafter, at Artist's and/or Legal Representative's option, Artist and/or Legal Representative may rescind all rights assigned and/or granted to Company hereunder or resulting to Company herefrom (including rights of copyright to any and all of the Song and/or Video) for the total sum of:

a. \$1.00 (One Dollar), plus;

b. Any receipted costs expended by Company hereunder, but reimbursed, as of the date of exercise of such option to purchase.

Exercise of the option shall be accomplished by the delivery of such amount, in cash or certified funds, to Company or its express designee. In the event of such exercise, Company shall promptly execute all documents reasonably necessary to effectuate such transaction. If and upon the exercise of such option, the obligations undertaken by the parties herein shall be exercised.

18. ASSIGNMENT BY COMPANY. Prior to completion of the Recording and Video Recording, the rights and obligations of the Company existing hereunder are personal and unique, and shall not be assigned without the prior written consent of Artist and/or Legal Representative. Subsequent to the completion of the Recording and Video Recording, Company may assign its rights and obligations existing hereunder without the consent of Artist and/or Legal Representative.

19. ASSIGNMENT BY ARTIST AND/OR LEGAL REPRESENTATIVE. The rights and obligations of Artist and/or Legal Representative existing hereunder are personal and unique, and shall not be assigned without prior written consent of Company,

20. CONDITION SUBSEQUENT. If Company does not enter into a binding contract for the distribution of the Recording and Video Recording during the Distribution Period, the assignment and license from Artist to Company granted pursuant to Sections C. and D. hereunder shall be deemed rescinded by the agreement of the parties.

21. RIGHT OF INSPECTION. At any time during the term of this Agreement upon prior written notice to Company of at least seven (7) days, Artist or his/her designated representative shall be permitted unrestricted access to the books and records of Company which in any way pertain to Artist, for inspection and photocopying by Artist or Artist's designated representative.

Such books and records shall include, but shall not be limited to, any documents or records which evidence the receipt or disbursements of Royalties. Company shall maintain such books and records at its principal office.

23. MISCELLANEOUS.

) BINDING EFFECT. This Agreement shall be binding upon the successors and assigns of the parties.

) ARBITRATION. In the event of a dispute between Company and Artist and/or Legal Representative regarding the terms, construction or performance of this Agreement, such dispute shall be settled by a Judge or court order in the city of Toronto, ON, according to the provincial rules and procedures of said court and in compliance with the settlement of commercial disputes, then in effect. The award or decision resulting therefrom shall be subject to immediate enforcement in an Ontario court of competent jurisdiction.

) JURISDICTION/APPLICABLE LAW. Company and Artist and/or Legal Representative hereby submit to the jurisdiction of the courts of Ontario for the enforcement of this Agreement or any arbitration award or decision arising herefrom. This agreement shall be enforced or construed according to the laws of the Province of Ontario.

d) LITIGATION FEES. In the event that a party is forced to obtain legal counsel to enforce the terms of this Agreement, the party prevailing in such action of enforcement shall be entitled to the recovery of any and all legal fees, in their entirety, incurred in such action.

e) COVENANT OF GOOD FAITH AND FAIR DEALING. Company and Artist and/or Legal Representative agree to perform their obligations under this Agreement, in all respects, in good faith.

f) INDEPENDENT CONTRACTOR. In the performance of his/her obligations of this Agreement, Artist and/or Legal Representative shall be deemed an independent contractor.

g) INCORPORATION OF RECITALS. The recitals contained at the beginning of this Agreement are incorporated herein by this reference

24. NOTICES. Any notices or delivery required herein shall be deemed completed when hand-delivered, delivered by agent, or placed in the Canada Post mail, postage prepaid, to the parties at the addresses listed herein.

25. ENTIRETY. This is the entire Agreement between the parties hereto and it shall not be modified orally and no waiver, amendment or modification shall be binding or effective unless in writing and signed by the party sought to be bound.

26. INDEPENDENT CONTRACTORS. The parties hereto are acting as independent contractors hereunder not as joint ventures, employees or partners of the other.

27. HEADINGS. The headings contained in this Agreement are for convenience and reference purposes only. They do not form a part hereof and shall not affect the meaning or interpretation of this agreement.

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

29. ADDITIONAL TERMS AND CONDITIONS. Additional terms and conditions, if any, are attached as Schedule "B" hereto and form part of this agreement.

IN WITNESS WHEREOF the parties have duly executed this Agreement each on the date first above written.

SIGNED and DELIVERED in the presence of:

Rebecca Black
Artist

Ann-Marie Tomlinson
Legal Representative

Arcade Industries
Company

Dated this 15 day of December, yr 2011

In the city of Brampton, in the Province of Ontario

Rebecca Black
Signature of Artist

AMT
Signature of Legal Representative

Arcade Industries
Signature of Company

Kathy Perry
Name of Witness

Clarence Wilson
Name of Witness

Kathy Perry
Signature of Witness

Clarence Wilson
Signature of Witness

December 10, 2012

Delivered by

Regular Mail and Fax

380 Canarctic Drive
Scarborough, Ontario
M3J 2R9

LETTER OF AGREED PAYMENT

RE: \$4000.00 Agreement for a song called Friday

Dear Mr. Clarence Wilson,

I, Georgina Kelly, am the mother of Rebecca Black and I have agreed to pay \$4000.00 to Clarence Wilson to write and record a song called Friday. In addition, Arcade Industries has agreed to record a music video to accompany the song. This agreement was signed in Clarence Wilson's offices at Arcade Industries.

Signature

Georgina Kelly

Georgina Kelly, guardian of Rebecca Black

Date: December 10, 2012

Signature

Clarence Wilson

Clarence Wilson A.K.A. Arcade Industries

Date: December 10, 2012

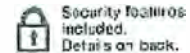
ING DIRECT

Georgina Kelly
312 Zunder Zee Ave, Brampton, ON, K0K 3J0
Phone: 519-488-2900

010

DATE 20 / 1 - 12 - 15
Y Y Y Y M M D D

Pay to the order of Arcade Industries c/o: Clarence Wilson \$ 4000.00
Four Thousand xx 100 Dollars



ING DIRECT
111 GORDON BAKER ROAD
TORONTO, ONTARIO M2H 3R1

MEMO Rebecca Black's
It's Friday Video Shoot

Georgina Kelly

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Exclusive: Rebecca Black voice in 'It's Friday' YouTube video FAKE, altered by 'auto correct' Singer 'manipulated' her voice in online video

f Like 375

t Tweet 263

g +1 0

A 58

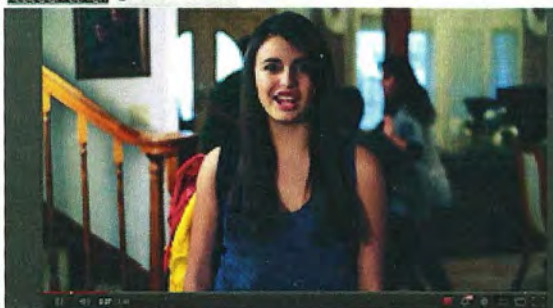
Comment 21



YouTube Rebecca Black Friday

Friday - Rebecca Black - Official Music Video

REBECCA BLACK



By: Clarence Wilson

DECEMBER 20, 2011 2:25 PM ET

Rebecca Black's voice heard in the new YouTube video "It's Friday" contains a fake voice.

Rebecca Black 'auto corrected' her voice to sound good. The voice you hear in the video is NOT her natural voice.

The singer should be ashamed of defrauding her fans by lying to them in order to generate YouTube viewers.

Rebecca Black's voice heard in the new YouTube video "It's Friday" contains a fake voice.

Rebecca Black 'auto corrected' her voice to sound good. The voice you hear in the video is NOT her natural voice. The singer should be ashamed of defrauding her fans by lying to them in order to generate YouTube viewers. Any artist that intentionally misleads their fans should be ashamed of themselves.

My recommendation? Go to YouTube, view her video and select DISLIKE. Everyone should boycott Rebecca Black. Let's see how many 'dislikes' we can get!

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Donna Taylor Find Friends Home

Create Page

How

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20 Minute Time Limit

This Computer Will Reboot In 11 Minutes

7:04 AM 10/18/2012

Arcade Industries
13 likes

Movies&Music
Founded by Clarence Wilson. Produced and Directed Rebecca Black's video Friday- Fake page for Paralegal studies assignment

About

Photos 13 Likes

Highlights

Post Photo / Video

Write something...

Arcade Industries updated their cover photo.
14 hours ago

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Leah MacLean

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facebook.com https://www.facebook.com/ArcadeIndustries

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Recent Posts By Others

Leah MacLean

http://www.theinsider.com/news/36762_Viral_Rebecca_Black_s_New_Friday_Anthem/ looks like people are not fans of this particular song...

Virah Rebecca Black's New Friday Anthem
www.theinsider.com

It's Friday (the day after Thursday and the day before Saturday), and teen phenom Rebecca Black is opening up about her YouTube sensation video of the same.

Like · Comment · Share · 14 hours ago

2 shares

Write a comment...

Leah MacLean

who would want to work with Rebecca Black after this crappy video performance- i bet shes not even really singing the words- i can tell lip synching and autotuning were used here

Like · Comment · 12 hours ago

20 Minute Time Limit

This Computer Will Reboot In 10 Minutes

7:05 AM 10/18/2012

S

 C_s

Who is Rebecca Black? And is she really bigger than Japan?

Lee-Maree Gallo

Published: March 15, 2011 - 5:59PM

Japan is facing one of the biggest disasters ever known to man. So how is it possible that the world is officially more interested in an unknown tween popette from the United States?

Advertisement

Forget g. And forget the latest celebrity scandals featuring Charlie Sheen or Lindsay Lohan. They all pale into insignificance behind the internet phenomenon that is an unknown 13-year-old wannabe popstar by the name of Rebecca Black.

Black, a 13-year-old girl from America who "loves to sing, dance and act", released her first single, **Friday**, last month.

She has since exploded on the internet and this week officially knocked off the Japan earthquake as the No.1 global trending topic on Twitter.

According to Twitter's Help Centre, its trending topics algorithm identifies topics that are immediately popular to help people discover the "most breaking" news stories worldwide.

In the past two days, the single - which includes the lyrics "yesterday was Thursday, Thursday/Today is Friday, Friday" and "tomorrow is Saturday, and Sunday comes afterwards" - has more than doubled its hits on YouTube, racking up views of almost 3 million.

It has also spawned a series of parody videos and remixes. But why all the fuss? According to general consensus, *Friday* could well be the worst song ever written.

Released by independent LA record label ARK Music Factory, the single is heavily produced and Black's vocals have been auto-tuned to the hilt, giving the Black Eyed Peas and T-Pain a run for their money.

The lyrics are simple and repetitive ("Friday, Friday, Friday"), the beat is monotonous and the inclusion of an unknown rapper attempting to give the track an injection of street cred only hampers the song's efforts at becoming a likeable hit.

Critics on Twitter have been even less gracious.

- @RyanBogas21 - Breaking news: According to Rebecca Black tomorrow is Saturday and da comes afterwards!
- @RKingPan - What is this Rebecca Black song? Earbleed!
- @ericjhagen - Thank you Rebecca Black, for ruining my ears every time I hear the word "Friday"
- @itsaaronrogers - I noticed that Rebecca Black is now trending.#prayforjapan isn't despite the fact that Japan is facing the threat of a nuclear meltdown.
- @jenhartry - which songwriter is responsible for Rebecca Black's 'Friday'? You should be ashamed of yourself!!!

According to ARK's website, Black started dance classes when she was three years old, started singing lessons at 10 and was signed to a modelling agency by the time she was 11. "Singing is her passion and what she loves to do" the site reads.

October 1, 2012

Retainer Letter

Georgina Kelly, litigation guardian of Rebecca Black, has retained the services of Group 9 Legal Services Inc. to act for Rebecca Black in the matter related to Clarence Wilson, also known as Arcade Industries. Group 9 Legal Services Inc., has agreed to represent Rebecca Black.

The scope of our firm's intended representation was covered in some detail during the first meeting, and the nature of our fee arrangement was also discussed and accepted. The purpose of this letter is to summarize and confirm the terms of the engagement of our legal services.

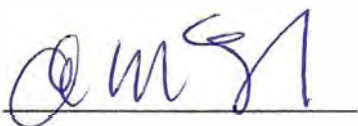
The services of Group 9 Legal Services Inc. has now been retained by Rebecca Black, along with her litigation guardian Georgina Kelly, in all legal matters concerning Clarence Wilson, who is carrying on business as Arcade Industries.

Signature

A handwritten signature in blue ink that reads "Georgina Kelly". The signature is written in a cursive style and is positioned above a horizontal line.

Of Litigation Guardian Georgina Kelly

Signature

A handwritten signature in blue ink that appears to be "GMSI". The signature is written in a cursive style and is positioned above a horizontal line.

Of Group 9 Representative

October 02, 2012

Delivered by

Regular Mail and Fax

380 Canarctic Drive
Scarborough, Ontario
M3J 2R9

To Clarence Wilson,

The name of our firm is Group 9 Legal services Inc. and we have been retained by Rebecca Black, along with her litigation guardian Georgina Kelly, in order to demand that you compensate her for all of the damage that you have caused. Rebecca Black is demanding that you pay the \$4000 back that was paid to you in order to create and record the 'Friday' music video, because of the breach of contract. She is also demanding that you pay her \$21,000 for the damage that you caused to her career with your slander and defamation on your webpage. Rebecca Black is also demanding that you apologize publicly and recant your statements.

You have until October 15, 2012 to comply with these orders, Arcade Industries must mail a certified cheque or money order to our offices by said date. If you do not follow through with these demands, we will be forced to issues a claim against you in Small Claims Court.

Respectfully,

Group 9 Legal Services Inc.

COSTS

RULE 56 SECURITY FOR COSTS

WHERE AVAILABLE

56.01 (1) The court, on motion by the defendant or respondent in a proceeding, may make such order for security for costs as is just where it appears that,

- (a) the plaintiff or applicant is ordinarily resident outside Ontario;
- (b) the plaintiff or applicant has another proceeding for the same relief pending in Ontario or elsewhere;
- (c) the defendant or respondent has an order against the plaintiff or applicant for costs in the same or another proceeding that remain unpaid in whole or in part;
- (d) the plaintiff or applicant is a corporation or a nominal plaintiff or applicant, and there is good reason to believe that the plaintiff or applicant has insufficient assets in Ontario to pay the costs of the defendant or respondent;
- (e) there is good reason to believe that the action or application is frivolous and vexatious and that the plaintiff or applicant has insufficient assets in Ontario to pay the costs of the defendant or respondent; or
- (f) a statute entitles the defendant or respondent to security for costs.

(2) Subrule (1) applies with necessary modifications to a party to a garnishment, interpleader or other issue who is an active claimant and would, if a plaintiff, be liable to give security for costs.

DECLARATION OF PLAINTIFF'S OR APPLICANT'S PLACE OF RESIDENCE

56.02 The solicitor for the plaintiff or applicant shall, forthwith on receipt of a demand in writing from any person who has been served with the originating process, declare in writing whether the plaintiff or applicant is ordinarily resident in Ontario and, where the solicitor fails to respond to the demand, the court may order that the action or application be stayed or dismissed.

MOTION FOR SECURITY

56.03 (1) In an action, a motion for security for costs may be made only after the defendant has delivered a defence and shall be made on notice to the plaintiff and every other defendant who has delivered a defence or notice of intent to defend.

(2) In an application, a motion for security for costs may be made only after the respondent has delivered a notice of appearance and shall be made on notice to the applicant and every other respondent who has delivered a notice of appearance.

AMOUNT AND FORM OF SECURITY AND TIME FOR FURNISHING

56.04 The amount and form of security and the time for paying into court or otherwise giving the required security shall be determined by the court.

FORM AND EFFECT OF ORDER

56.05 A plaintiff or applicant against whom an order for security for costs (Form 56A) has been made may not, until the security has been given, take any step in the proceeding except an appeal from the order, unless the court orders otherwise.

DEFAULT OF PLAINTIFF OR APPLICANT

56.06 Where a plaintiff or applicant defaults in giving the security required by an order, the court on motion may dismiss the proceeding against the defendant or respondent who obtained the order, and the stay imposed by rule 56.05 no longer applies unless another defendant or respondent has obtained an order for security for costs.

AMOUNT MAY BE VARIED

56.07 The amount of security required by an order for security for costs may be increased or decreased at any time.



Français

ONTARIO REGULATION 42/05

made under the

COURTS OF JUSTICE ACT

Made: December 15, 2004

Approved: February 16, 2005

Filed: February 18, 2005

Printed in *The Ontario Gazette*: March 5, 2005

Amending Reg. 194 of R.R.O. 1990

(RULES OF CIVIL PROCEDURE)

Note: Regulation 194 has previously been amended. Those amendments are listed in the Table of Regulations – Legislative History Overview which can be found at www.e-laws.gov.on.ca.

1. The definitions of “partial indemnity costs” and “substantial indemnity costs” in subrule 1.03 (1) of Regulation 194 of the Revised Regulations of Ontario, 1990 are revoked and the following substituted:

“partial indemnity costs” mean costs awarded in accordance with Part I of Tariff A, and “on a partial indemnity basis” has a corresponding meaning; (“dépens d’indemnisation partielle”)

“substantial indemnity costs” mean costs awarded in an amount that is 1.5 times what would otherwise be awarded in accordance with Part I of Tariff A, and “on a substantial indemnity basis” has a corresponding meaning. (“dépens d’indemnisation substantielle”)

2. (1) Subrule 15.04 (2) of the Regulation is revoked and the following substituted:

(2) Service of a notice of motion for the removal of a solicitor from the record and service of the order shall be made on the client,

(a) personally or by an alternative to personal service under rule 16.03; or

(b) by mailing a copy to the client at,

(i) the client’s last known address, and

(ii) another address, if any, where the solicitor believes the copy is likely to come to the client’s attention.

(2) Subrule 15.04 (4) of the Regulation is revoked and the following substituted:

Contents of Order

(4) The order removing a solicitor from the record shall include,

(a) the client’s last known address, or the address for service if different;

(b) another address, if any, where the solicitor believes the copy is likely to come to the client’s attention;

(c) the client’s telephone number and fax number, if any, unless the court orders otherwise;

(d) if the client is a corporation, the text of subrules (6) and (7); and

(e) if the client is not a corporation, the text of subrules (8) and (9).

(3) Rule 15.04 of the Regulation is amended by adding the following subrules:

Clients Other Than Corporations

(8) A client who is not a corporation shall, within 30 days after being served with the order removing the solicitor from the record,

(a) appoint a new solicitor of record by serving a notice under subrule 15.03 (2); or

(b) serve a notice of intention to act in person under subrule 15.03 (2).

(9) If the client fails to comply with subrule (8),

(a) the court may dismiss the client’s proceeding or strike out his or her defence; and

(b) in an appeal,

(i) a judge of the appellate court may, on motion, dismiss the client’s appeal, or

COURTS OF
JUSTICE
ACT



Français

Libel and Slander Act

R.S.O. 1990, CHAPTER L.12

Libel Slander
Act

Consolidation Period: From December 31, 1990 to the e-Laws currency date.

No amendments.

Definitions

1. (1) In this Act,

"broadcasting" means the dissemination of writing, signs, signals, pictures and sounds of all kinds, intended to be received by the public either directly or through the medium of relay stations, by means of,

- (a) any form of wireless radioelectric communication utilizing Hertzian waves, including radiotelegraph and radiotelephone, or
- (b) cables, wires, fibre-optic linkages or laser beams,

and "broadcast" has a corresponding meaning; ("radiodiffusion ou télédiffusion", "radiodiffuser ou télédiffuser")

"newspaper" means a paper containing public news, intelligence, or occurrences, or remarks or observations thereon, or containing only, or principally, advertisements, printed for distribution to the public and published periodically, or in parts or numbers, at least twelve times a year. ("journal") R.S.O. 1990, c. L.12, s. 1 (1).

Meaning of words extended

(2) Any reference to words in this Act shall be construed as including a reference to pictures, visual images, gestures and other methods of signifying meaning. R.S.O. 1990, c. L.12, s. 1 (2).

LIBEL**What constitutes libel**

2. Defamatory words in a newspaper or in a broadcast shall be deemed to be published and to constitute libel. R.S.O. 1990, c. L.12, s. 2.

Privileged reports

3. (1) A fair and accurate report in a newspaper or in a broadcast of any of the following proceedings that are open to the public is privileged, unless it is proved that the publication thereof was made maliciously:

- 1. The proceedings of any legislative body or any part or committee thereof in the British Commonwealth that may exercise any sovereign power acquired by delegation or otherwise.
- 2. The proceedings of any administrative body that is constituted by any public authority in Canada.
- 3. The proceedings of any commission of inquiry that is constituted by any public authority in the Commonwealth.
- 4. The proceedings of any organization whose members, in whole or in part, represent any public authority in Canada. R.S.O. 1990, c. L.12, s. 3 (1).

Idem

(2) A fair and accurate report in a newspaper or in a broadcast of the proceedings of a meeting lawfully held for a lawful purpose and for the furtherance of discussion of any matter of public concern, whether the admission thereto is general or restricted, is privileged, unless it is proved that the publication thereof was made maliciously. R.S.O. 1990, c. L.12, s. 3 (2).

Publicity releases

(3) The whole or a part of a fair and accurate synopsis in a newspaper or in a broadcast of any report, bulletin, notice or other document issued for the information of the public by or on behalf of any body, commission or organization mentioned in subsection (1) or any meeting mentioned in subsection (2) is privileged, unless it is proved that the publication thereof was made maliciously. R.S.O. 1990, c. L.12, s. 3 (3).

Decisions, etc., of certain types of association

(4) A fair and accurate report in a newspaper or in a broadcast of the findings or decision of any of the following associations, or any part or committee thereof, being a finding or decision relating to a person who is a member of or is subject, by virtue of any contract, to the control of the association, is privileged, unless it is proved that the publication thereof was made maliciously:

- 1. An association formed in Canada for the purpose of promoting or encouraging the exercise of or interest in any art, science, religion or learning, and empowered by its constitution to exercise control over or adjudicate upon matters of interest or concern to the association, or the actions or conduct of any persons subject to such control or adjudication.
- 2. An association formed in Canada for the purpose of promoting or safeguarding the interests of any trade, business, industry or profession, or

DEFENCE FORM 9A

Name: Jatinder Viridi, Katerina Tzaras, Olivia Watson-Cook, Diana Wong, Tian Hao Xie, Nimbe Zapata

Instructor: Professor Libman

Date: November 6, 2012

Due Date: November 8, 2012

Class: PLBA 102 (Small Claims Court)

ONTARIO

**Superior Court of Justice
Cour supérieure de justice**

Defence / Défense

Form / Formule 9A Ont. Reg. No. / Régl. de l'Ont. : 258/98

Toronto

Small Claims Court / Cour des petites créances de

Claim No. / N° de la demande

47 Sheppard Ave. East
Toronto Ontario M2N 5N1
3rd Floor

Address / Adresse

416 - 326 - 3554

Phone number / Numéro de téléphone

Plaintiff No. 1 / Demandeur n° 1

☐ Additional plaintiff(s) listed on attached Form 1A.
Le ou les demandeurs additionnels sont mentionnés
sur la formule 1A ci-jointe.

☐ Under 18 years of age.
Moins de 18 ans.

Last name, or name of company / Nom de famille ou nom de la compagnie Georgina Kelly, acting as litigation guardian for Rebecca Black		
First name / Premier prénom	Second name / Deuxième prénom	Also known as / Également connu(e) sous le nom de
Address (street number, apt., unit) / Adresse (numéro et rue, app., unité) 312 Zunder Zee Avenue		
City/Town / Cité/Ville Brampton	Province Ontario	Phone no. / N° de téléphone 519-488-2900
Postal code / Code postal K0K 3J0		Fax no. / N° de télécopieur
Representative / Représentant(e)		LSUC # / N° du BHC
Address (street number, apt., unit) / Adresse (numéro et rue, app., unité)		
City/Town / Cité/Ville	Province	Phone no. / N° de téléphone
Postal code / Code postal		Fax no. / N° de télécopieur

Defendant No. 1 / Défendeur n° 1

☐ Additional defendant(s) listed on attached Form 1A.
Le ou les défendeurs additionnels sont mentionnés
sur la formule 1A ci-jointe.

☐ Under 18 years of age.
Moins de 18 ans.

Last name, or name of company / Nom de famille ou nom de la compagnie Clarence Wilson, carrying on business as Arcade Industries		
First name / Premier prénom	Second name / Deuxième prénom	Also known as / Également connu(e) sous le nom de
Address (street number, apt., unit) / Adresse (numéro et rue, app., unité) 380 Canarctic Drive		
City/Town / Cité/Ville Scarborough	Province Ontario	Phone no. / N° de téléphone 416-660-6034
Postal code / Code postal M3J 2R9		Fax no. / N° de télécopieur
Representative / Représentant(e) Jatinder Viridi		LSUC # / N° du BHC
Address (street number, apt., unit) / Adresse (numéro et rue, app., unité) 7 Dupont Court		
City/Town / Cité/Ville Brampton	Province Ontario	Phone no. / N° de téléphone 416-317-7715
Postal code / Code postal L6Y 3M1		Fax no. / N° de télécopieur 821-512-530

THIS DEFENCE IS BEING FILED ON BEHALF OF: (Name(s) of defendant(s))

LA PRÉSENTE DÉFENSE EST DÉPOSÉE AU NOM DE : (Nom du/de la ou des défendeur(s)/défenderesse(s))

and I/we: (Check as many as apply)

et je/nous : (Cochez la ou les cases qui s'appliquent)

☒ Dispute the claim made against me/us.
conteste/contestons la demande présentée contre moi/nous.

☐ Admit the full claim and propose the following terms of payment:
reconnais/reconnaissons être redevable(s) de la totalité de la demande et propose/proposons les modalités de paiement suivantes :

\$ _____ per _____ commencing _____, 20 ____
(Amount / Montant) \$ par (Week/month / semaine/mois) à compter du

☐ Admit part of the claim in the amount of \$ _____ and propose the following terms of payment:
reconnais/reconnaissons être redevable(s) (Amount / Montant) \$ et propose/proposons les modalités de paiement suivantes :

\$ _____ per _____ commencing _____, 20 ____
(Amount / Montant) \$ par (Week/month / semaine/mois) à compter du

REASONS FOR DISPUTING THE CLAIM AND DETAILS:

MOTIFS DE CONTESTATION DE LA DEMANDE ET PRÉCISIONS :

Explain what happened, including where and when. Explain why you do not agree with the claim made against you.
Expliquez ce qui s'est passé, en précisant où et quand. Expliquez pourquoi vous contestez la demande présentée contre vous.

If you are relying on any documents, you **MUST** attach copies to the Defence. If evidence is lost or unavailable, you **MUST** explain why it is not attached.

Si vous vous appuyez sur des documents, vous **DEVEZ** en annexer des copies à la défense. Si une preuve est perdue ou n'est pas disponible, vous **DEVEZ** expliquer pourquoi elle n'est pas annexée.

What happened?

Where?

When?

Que s'est-il

passé?

Où?

Quand?

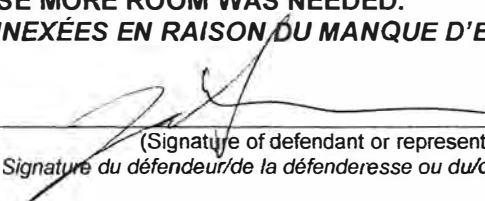
' See Schedule A - Defence '

Why I/we disagree
with all or part of
the claim: /

Je conteste/Nous
contestons la
totalité ou une
partie de la
demande pour les
motifs suivants :

☐ ADDITIONAL PAGES ARE ATTACHED BECAUSE MORE ROOM WAS NEEDED.
DES FEUILLES SUPPLÉMENTAIRES SONT ANNEXÉES EN RAISON DU MANQUE D'ESPACE.

Prepared on: November 6, 20 12
Fait le :


(Signature of defendant or representative /
Signature du défendeur/de la défenderesse ou du/de la représentant(e))

NOTE: Within seven (7) calendar days of changing your address for service, notify the court and all other parties in writing.

REMARQUE : Dans les sept (7) jours civils qui suivent tout changement de votre adresse aux fins de signification, veuillez en aviser par écrit le tribunal et les autres parties.

CAUTION TO PLAINTIFF(S): If this Defence contains a proposal of terms of payment, you are deemed to have accepted the terms **unless** you file with the clerk and serve on the defendant(s) a Request to Clerk (Form 9B) for a terms of payment hearing **WITHIN TWENTY (20) CALENDAR DAYS** of service of this Defence [R. 9.03(3)].

AVERTISSEMENT AU(X) DEMANDEUR(S) : Si la présente défense comprend une proposition à l'égard des modalités de paiement, vous êtes réputé(e)s les avoir acceptées, **sauf** si vous déposez auprès du greffier et signifiez au(x) défendeur(s) une demande au greffier (formule 9B) pour la tenue d'une audience relative aux modalités de paiement **DANS LES VINGT (20) JOURS CIVILS** de la signification de la présente défense [par. 9.03 (3)].

SCHEDULE A - DEFENCE

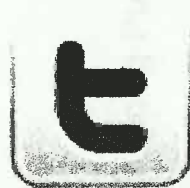
defendant
A schedule

1. The defendant, Clarence Wilson, alleges the following:
 - i. There is no breach of contract in this case.
 - ii. The words and statements that were complained of are not defamatory
 - iii. The claim was brought after the expiry of the six-week notice requirement under the Libel and Slander Act. The action was not commenced within 3 months after the libel came to the attention of the plaintiff. The Libel and Slander Act should apply in this case.
 - iv. The words complained of did not lower the plaintiff's reputation. Her reputation was lowered not because of the comments the defendant made, but because of the statements that were made by other individuals on the internet. The defendant acted in good faith and with no malice and that he acted reasonably in expressing the opinions he expressed.
 - v. The defendant denies that he has acted in a manner which would attract aggravated or punitive damages or costs.
 - vi. That the plaintiff commenced this action for an improper purpose.
 - vii. He should be entitled to any costs associated with defending this claim.
 - viii. As well, he should be entitled to any other costs that this Honourable Court may consider reasonable.
2. The defendant, Clarence Wilson, is carrying on business as Arcade Industries. The defendant has registered his business name in accordance with s. 2(2) of the Business Names Act.
3. The defendant admits that on December 15, 2011 the plaintiff, Rebecca Black, paid \$4000 to them to record a YouTube music video called "It's Friday."
4. The defendant also admits that it published an article on their web page that stated how the plaintiff's voice was auto corrected and not her natural voice. *good*
5. The plaintiff is asking for \$4000 for breach of contract and \$21,000 for defamation as a result of *us* the statements made on the website. The plaintiff's claim is for a total of \$25,000.
6. The defendant denies that there was a breach of contract in this case. The defendant maintains that plaintiff received what she contracted for. The defendant recorded the video exactly the way Rebecca Black wanted it. The defendant did not dispute how the video was made at any time during the recording stages. The offer was for \$4000 and it was accepted when both she and Georgina Kelly signed the document. The contract was completed exactly according to the

ARCADE INDUSTRIES

HOME ARTISTS VIDEOS CHAT GAMES CONTACT PROFILE NEWS

NETWORKS



Rebecca Black Autotunes Friday!

Rebecca Black Autotunes Friday!

Share More info



Rebecca Black chose "Friday", as "the other song was about adult love I haven't experienced that yet. I felt like it was my personality in that song." Arcade Industries extensively used the pitch-correcting software Auto-Tune.Co-writer Clarence Wilson wrote the lyrics in a Thursday night going into a Friday...[READ MORE](#)

Watch this
Rebecca Black
Sign Up
or Sign In

Or sign in with:



Join the fun and
SIGN UP TODAY!

Participate in contests and polls
Your own profile, photos, and blog
Friends, music, and videos

Song Publishing Contract

Rebecca Black, known as "First Party," agrees to enter into this contract with **Clarence Wilson COB Arcade Industries**, known as "Second Party" on **December 15th, 2011**.

This agreement is based on the following provisions:

1. Arcade Industries will produce the song titled "It's Friday" sung by Rebecca Black.
2. Arcade Industries will be the exclusive producers and have full ^{rights} ~~rights~~ to the song "It's Friday" sung by Rebecca Black.
- 2A. Producing the song with full writes includes being able to Auto-Tune/Correct and change the song as they see fit after Rebecca Black records it.
3. Rebecca Black must approve the ~~final~~ version of the song before it is released to the public.
4. Arcade industries will release the song "It's Friday" to the public and to all media outlets in the manner that they see fit.
5. Rebecca Black agrees to pay \$4000 to record the video. This amount will cover the expenses related to the auto-correcting of her voice and mastering of the song.
6. The total amount Rebecca Black will be paying under this contract is \$4000

Furthermore, the First Party agrees:

Rebecca Black will sing the song produced with Arcade Industries to the best of her ability.

and the Second Party agrees:

Arcade Industries will produce and release the song to the public to the best of their ability.

Invalidity or unenforceability of one or more provisions of this agreement shall not affect any other provision of this agreement.

This agreement is subject to the laws and regulations of the province of **Ontario**.

Signed:

Rebecca Black

{First Party Name}

Clarence Wilson COB Arcade Industries

{Second Party Name}



{First Party Signature

{First Party Signature}

Ch...

{Second Party Signature}

TAB 1 - K

Proposed Default Judgment Package

Humber College, Bachelor of Applied Arts, Paralegal Studies

PERSONAL WRITING PORTFOLIO

Assignment 1
Proposed Default Judgment Package

15/15

Student: Doug Taylor, [REDACTED]

Professor: Philip Sworden

Course: PLBA 3501

Date: February 24, 2015

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN

✓ BLUE JAY

Plaintiff

and

RED ROBIN

Defendant

**BILL OF COSTS
AMOUNTS CLAIMED FOR FEES AND DISBURSEMENTS**

FEES OTHER THAN COUNSEL FEES

1. Preparing and drafting statement of claim.
Charles Dickens, September 25, 2015 2.0 hours
2. Signing default judgement and assessing costs,
Charles Dickens, October 17, 2015 1.0 hour

3.0 hours x \$300.00 = \$900.00 ✓

TOTAL FEES \$900.00

HST ON FEES \$117.00 ✓

DISBURSEMENTS*

1. paid to issue statement of claim \$181.00
2. paid to serve claim (includes HST) \$50.00
3. paid to file requisition for default judgement \$127.00

TOTAL DISBURSEMENTS \$358.00 ✓

HST (R012828)**

TOTAL FEES AND DISBURSEMENTS

\$1,375.00 ✓

STATEMENT OF EXPERIENCE

A claim for fees is being made with respect to the following lawyers:

<u>Name of lawyer</u>	<u>Years of experience</u>
Charles Dickens	15
LSUC #12345A	

THIS BILL assessed and allowed at \$1,375.00 this _____ day of _____, _____.

Registrar, Ontario Superior Court of Justice ✓

TO: Red Robin

RCP-E 57A (November 1, 2005)

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN

BLUE JAY

Plaintiff

and

RED ROBIN

Defendant

JUDGMENT

On reading the statement of claim in this action and the proof of service of claim on the defendant, filed, and the defendant having been noted in default,

1. IT IS ORDERED AND ADJUDGED that the defendant pay to the plaintiff the sum of \$34,169.73 and the sum of \$1,375.00 for the costs of this action.

This judgment bears interest at the rate of 12 per cent per year from its date.

Date: _____

Signed by: _____

Local Registrar

Address of the court office:

393 University Avenue
Toronto, ON M5G 1T4

1. What is the meaning of the term "liquidated damages"?

Barron's Canadian Law Dictionary defines "liquidated damages" as follows,

"The genuine, reasonable, pre-estimate of the damages, agreed upon in advance by parties to a contract, that will be paid in the event of a breach. "Where such agreement is made and the parties are bound there-by, the result is that, regardless of the amount of the actual loss, the defaulting party's liability to pay damages is limited to the amount agreed upon, and the aggrieved party may not recover more than that amount." *Mitchell v. Paddington Homes Ltd.* (1977), 3 B.C.L.R. 330 at 332 (S.C.). Compare penalty."¹

'Liquidated damages' take the form of monetary compensation and they are awarded in a civil action. Their purpose is to compensate a plaintiff for the loss, injury, or wrong suffered as a direct result of another party's actions. To classify the damages as 'liquidated', the loss must be reasonable, readily proven, and calculable by the court or the court clerk. Generally, the court will make a liquidated damage award in instances of pecuniary losses.

2. What is the meaning of the term "general damages" and how are they different from liquidated damages?

According to Barron's Canadian Law Dictionary, the following is the legal definition of "general damages",

"GENERAL DAMAGES Those that the law will presume to be the direct natural or probable consequence of the act complained of, as in negligence claims for personal injuries. For example, where the element of continuance of health, employment, or disposition to work enters into the computation, the damages are general and include bodily pain and suffering and personal inconvenience. *Wersh v. Wersh and Wersh*, [1945] 1 W.W.R. 609 (Man.C.A.)."²

General damages exceed liquidated damages. Because general damages are not readily quantified or easily calculated, the court makes an award on a discretionary basis. Generally, the court awards general damages for non-pecuniary losses. However, the court can also award general damages for pecuniary losses.

3. What is the meaning of the term "punitive damages" and when might these be awarded?

Barron's Canadian Law Dictionary defines "liquidated damages" as follows,

"EXEMPLARY [PUNITIVE] DAMAGES Compensation in excess of actual damages that "may be awarded where there is a wanton or intentional act, that is, an act which intended the result. Exemplary damages can be awarded whenever it is necessary to teach the wrongdoer that tort does not pay. They are preventative or deterrent in character and are over and above compensation...The words 'aggravated' and 'exemplary' have been used interchangeably...and mean one and the same type of damages." *S. v. Mundy*, [1970] 1 O.R. 764 at 767-68 (Middlesex Co.Ct.)."³

Generally, the court awards punitive damages to act as a deterrent against intentional egregious or malicious behaviour. Punitive damages are also be awarded when there is a clear public interest, such as a disregard for the rule of law or when a party insists on pursuing a frivolous cause of action.

¹ *Barron's Canadian Law Dictionary*, 6th ed, sub verbo "damages."

² *Ibid*

³ *Ibid*

TAB 1 - L

Confidential Client Account Information Gathering Form

Edward Jones Investments Canada

PERSONAL WRITING PORTFOLIO

Confidential Client Account Information Gathering

Date: _____

Personal Information

Account Type

- | | | |
|--|---------------------------------------|-------------------------------|
| <input type="checkbox"/> Individual | <input type="checkbox"/> RRSP | <input type="checkbox"/> LIF |
| <input type="checkbox"/> Joint WROS * | <input type="checkbox"/> RRSP Spousal | <input type="checkbox"/> LRIF |
| <input type="checkbox"/> Joint TIC* | <input type="checkbox"/> LIRA | <input type="checkbox"/> PRIF |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> RRIF | |
| <input type="checkbox"/> Off Book | <input type="checkbox"/> RRIF Spousal | |

* complete owner info for all account holders

Personal Information	Client # 1	Client # 2	Other
Name			
M / F			
D.O.B.			
S.I.N.			
Marital Status			
Retired Y / N			
Address			
Mailing Address (if different)			
Home Phone			
Work Phone			
Mobile Phone			
Internet Address			
Email Address			

Names of Children / Grandchildren	Birth Date	S.I.N.	Comments [marital status; education; where work/live]

For Business Owners			
Name of Business			
Type of Business & Legal Structure			
# of Employees			
Address			
Work # (if different than above)			
Fax #			
Employment Information	Client # 1	Client # 2	Other
Title/Occupation			
Company			
Years Employed			
Annual Income			
Work #			
Banking Information	Client # 1	Client # 2	Other
Bank Name			
Branch Address			
Institution #			
Transit #			
Account #			
Identification			
ID Type			
ID #			
Expiration Date			
Citizen of			
Resident of			
Investment Knowledge			
<div> <input type="checkbox"/> None <input type="checkbox"/> Moderate </div> <div> <input type="checkbox"/> Very Little <input type="checkbox"/> Extensive </div> <div> <input type="checkbox"/> Limited </div> <div>Notes:</div>			

Investment Expectations						
Time			Objective			
Which best describes your investment time frame?			Which best describes your investment objective?			
0 - 4 years				Cash /equivalents		Income
5 - 9 years						
10 - 14 years				Growth and Income		Growth
15 - 19 years						
20+ years				Aggressive Income		Aggressive

Notes:

Liabilities	Client # 1	Client # 2	Other
Credit Cards			
Line of Credit			
Other Loans			
Asset Summary			
Net Liquid Assets			
Net Worth			
Non-Financial Assets			
Home			
Cottage			
Rental			
Business			
Artwork			
Other Assets			
Held Jointly			
Investment Assets			
Group RRSP's			
Group DPSP's			
Group Pension			
RRSP's			
LIRA			
RESP			
Non-Registered			
[GIC Term Deposit Other]			
Chequing / Savings Account			
Annuities			

Professionals							
Lawyer							
Accountant							
Bank							
Life Insurance	Client # 1		Client # 2		Other		
Group							
Private							
Will and P.O.A.							
In Place							
Last Updated							
Goals and Plans							
1. At what age are you planning on retiring?							
	Client # 1		Client # 2		Other		
2. What lifestyle do you want in retirement?							
3. What lifestyle do you want / see in retirement?							
4. At some time in the future, is it possible that you may be financially responsible for the care of an elderly family member, such as a parent?							
	Client # 1		Client # 2		Other		
Client Projections	Client # 1			Client # 2			Other
	Pre-Retirement		Retirement	Pre-Retirement		Retirement	
Avg. Annual rate of return							
Avg. Annual rate of inflation							
Marginal tax rate							
Initial Transaction							
Amount							
Type	<input type="checkbox"/> Deposit		<input type="checkbox"/> Buy				
	<input type="checkbox"/> Transfer		<input type="checkbox"/> Sell				

REGISTERED ACCOUNTS	Client # 1	Client # 2	Other
Amount	<input type="checkbox"/> Federal <input type="checkbox"/> Provincial	<input type="checkbox"/> Federal <input type="checkbox"/> Provincial	
Fees	<input type="checkbox"/> No Charge (Emp./CFO Bundle) <input type="checkbox"/> \$100 + GST <input type="checkbox"/> \$45 + GST	<input type="checkbox"/> No Charge (Emp./CFO Bundle) <input type="checkbox"/> \$100 + GST <input type="checkbox"/> \$45 + GST	

Payment Method
<input type="checkbox"/> Cheque <input type="checkbox"/> Trading Account
<input type="checkbox"/> Same Bank Info as above <input type="checkbox"/> New Info (below):

Banking Information	Client # 1	Client # 2	Other
Bank Name			
Branch Address			
Institution #			
Transit #			
Account #			

NON-REGISTERED ACCOUNTS	Client # 1	Client # 2	Other
Account Features	<input type="checkbox"/> Cash CAD <input type="checkbox"/> Margin CAD <input type="checkbox"/> Short Margin CAD	<input type="checkbox"/> Cash CAD <input type="checkbox"/> Margin CAD <input type="checkbox"/> Short Margin CAD	
	<input type="checkbox"/> Cash USD <input type="checkbox"/> Margin USD <input type="checkbox"/> Short Margin USD	<input type="checkbox"/> Cash USD <input type="checkbox"/> Margin USD <input type="checkbox"/> Short Margin USD	

Electronic Fund Transfer
<input type="checkbox"/> None <input type="checkbox"/> New Info (below):
<input type="checkbox"/> Same Bank Info as above

Banking Information	Client # 1	Client # 2	Other
Bank Name			
Branch Address			
Institution #			
Transit #			
Account #			

Questions

1. Is anyone on the account an insider of a publicly traded issuer? (this includes senior officers, directors and owners of 10% or more of an issuer's voting shares)

Client # 1	Client # 2	Other
<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	
<input type="checkbox"/> No	<input type="checkbox"/> No	

2. Does anyone on the account own or control, either alone or as a part of a group, 20% or more of the voting shares of a publicly traded issuer?

Client # 1	Client # 2	Other
<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	
<input type="checkbox"/> No	<input type="checkbox"/> No	

3. Is anyone on the account an Edward Jones employee, or related to and residing with an Edward Jones employee? (If Yes, please describe in the notes below)

Client # 1	Client # 2	Other
<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	
<input type="checkbox"/> No	<input type="checkbox"/> No	

4. Is anyone on the account an employee, officer, director, or partner of another investment dealer, a stock exchange or the Investment Dealers' Association?

Client # 1	Client # 2	Other
<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	
<input type="checkbox"/> No	<input type="checkbox"/> No	

5. Does the client object to receiving all security-holder materials sent to beneficial owners of securities?

Client # 1	Client # 2	Other
<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	
<input type="checkbox"/> No	<input type="checkbox"/> No	

6. Does the client object to Edward Jones disclosing the client's name, address and holdings to the issuers of securities that the client owns, so the issuer can send security-holder materials to the client?

Client # 1	Client # 2	Other
<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	
<input type="checkbox"/> No	<input type="checkbox"/> No	

7. Does anyone not named on the account have any financial interest in, or authority over the account?

Client # 1	Client # 2	Other
<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	
<input type="checkbox"/> No	<input type="checkbox"/> No	

Notes

How long have you known the client?

Have you met the client in person?

How did the client hear about Jones?

Client Signature(s)

Signature

Client # 1

Client # 2

Confidential Client Review

Date: _____

	Names	Age	Other
Children			
Name			
D.O.B.			
S.I.N.			

	Client # 1	Client # 2	Other
Employment			
Title			
Company			
Yrs. Employed			
Annual Income			

	Client # 1	Client # 2	Other
Life Insurance			
Group			
Private			

	Client # 1	Client # 2	Other
Will & POA			
In Place			
Last Update			

	Client # 1	Client # 2	Other
Liabilities			
Credit Cards			
Line of Credit			
Other Loans			

Non-Financial Assets	Property Value	Mortgage or Loan	Rate	Due Date
Home				
Cottage				
Rental				
Business				
Artwork				
Other Assets				
Held Jointly				

	Client # 1	Client # 2	Other
Investment Assets			
Group RRSP's			
Group DPSP's			
Group Pension			
RRSP's			
LIRA			
RESP			
Non-Reg (GIC, Term Deposit, Chequing / Savings Acct.			
Annuities			

Professionals			
Lawyer			
Accountant			
Bank			

Goals & Plans

1. At what age are you planning on retiring?

2. What lifestyle do you want in retirement?

3. What concerns do you have with your current financial situation?

4. At some time in the future is it possible that you may be financially responsible
for the care of an elderly family member, such as a parent?

TAB 1 - L

Aspect Software Upgrade Proposal

Bank of Montreal (BMO) Financial Group - Enterprise Risk and Portfolio Management

PERSONAL WRITING PORTFOLIO

November 14, 2005

Proposal for

Call Centre Software Upgrade - Aspect Performance
Optimization Suite

Table of Contents

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II.	Requirements Summary	3
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IV.	Performance Optimization Suite – Overview	4
V.	Performance Optimization Suite – Detail	4
VI.	Ancillary Benefits	8
VII.	Cost and Benefits Summary	9
VIII.	Project Plan	10
IX.	Exhibits	12

I. Executive Summary

The call centre plan for the next 12 months includes Performance Optimization software upgrade offered through Aspect Software aimed at improving contact centre productivity, dialer penetration and improved right party contact rates.

The total projected cost for all the components of the upgrade is \$ [REDACTED]. Based upon the assumptions outlined below, the project will yield a savings of \$ [REDACTED] the first year. In addition to the quantifiable cost savings through the reduction of needed call centre employees, the products also enhance the quality of BMO's operations. Since BMO's business is growing, it will facilitate the corporate goal of increasing loans per FTE (full-time equivalent) processing. It is expected that BMO's ability to cure delinquencies will improve with the increase in right party contacts. Further, this technology is utilized by many of BMO's competitors and is associated with top rated financial institutions.

II. Requirements Summary

- To increase accounts processed per FTE
- To more effectively penetrate downloaded accounts with contacts.
- Increase RPC to Connect ratios by 20-30%
- Reduce manual list management tasks.

III. Assumptions

- BMO will continue to increase accounts over the next twelve-months
- Growth portfolio's will be like in nature to existing portfolio's.
- Management will fully utilize the enhancements to drive improvement in productivity and skill performance.
- Definition of RPC is the actual borrower or person paying on account.
- Average Talk Time will increase due to more contacts.
- Average Idle Time will decrease.
- Increased decision-maker contact will yield more dollars collected.

IV. Performance Optimization Suite - Overview

The call centre is challenged daily with effectively managing in and outbound call activities. As the call centre continues to grow there is a strategic need to elevate BMO's efforts to the next level to ensure BMO remains competitive.

BMO's business vision is to effect change with additional technology enhancements while retaining the commitment to maximizing existing resources to meet the calling requirements and establish a competitive position through technological industry expectations.

The call centre plays a key role in meeting BMO's goal and objectives. In order to satisfy the internal business plan, it is imperative that state of the art technology is implemented and utilized. The technology Aspect presents costs \$[REDACTED] and the increased productivity and efficiencies will require fewer staff to accommodate the anticipated growth. Since budgetary constraints limit the entire solution acquisition, each module can be purchased independently and then added to provide the full benefit. BMO has chosen Aspect [REDACTED] as the base technology to initiate this process.

Aspect Software will provide the following technology upgrades that will help meet this objective:

- Aspect [REDACTED]™

The following sections outline the functionality associated with [REDACTED] upgrade and the associated benefits.

V. Performance Optimization Solutions - Detail

- [REDACTED] improves outbound campaign productivity by maximizing campaign objectives, including revenue generation, list coverage and right party contacts.

Findings of prior call attempts and contacts are saved in the SmartLearn database. Future downloads will consider past profile performance and statistical probability of contact to determine the positioning of the account in the download strategy. The SmartLearn database is updated "learns" daily providing more current and predictable contact information. SmartLearn becomes more effective as historical data increases and is more accurately able to identify the most productive time of day to make an attempt.

Behavior Models™ are applied to all accounts with little to no history to target the best time to call while individual history is being built.

- Benefits:

- The increase in RPC's would result in more borrowers being removed from a delinquent status through a first call resolution. The immediate outcome will increase BMO's average talk-time, as fewer "Wrong Party Contacts" will be worked. This will require less staff to talk to more decision makers.
- After 90-days of implementation the reduction of account churn will allow for a deeper file penetration with the same or fewer staff levels. The forecasted reduction in delinquency and increased file penetration after 90-days will result in an estimated reduction of additional staffing under the current model by 3.1 FTE over the following twelve-months. The associated **cost benefit** for this area with Optimizer is \$ [REDACTED] ¹

¹ Savings are based upon a \$ [REDACTED] per year collector costs fully loaded.

- If necessary staffing is not available, SmartLearn will identify the next probable time of contact and schedule the account for attempts then.
- Elimination of unproductive manual sorting and rotation of alternate number and time of day strategies.
- The administrative requirements under existing processes with anticipated growth would require an additional .25 FTE to manage dialer downloads, strategies, refreshes, etc. This enhancement would eliminate the need of the additional administrative FTE for the call centre. The associated **cost benefit** with Optimizer is \$ [REDACTED] ² To be conservative we have not included these dollars in the return on investment analysis.

² Savings are based upon a \$ [REDACTED] fully loaded administrator cost.

VI. Ancillary Benefits provided by Optimizer

- BMO realizes a higher RPC per agent hour, which drives a higher collection rate, which will **lower delinquency** and improve performance.
- More collections generate more telephone payment transactions, which **generate additional fee revenue**.
- Higher RPC will **increase late fee collected revenue**.
- **Higher fee revenue collection will reduce the ratio of total compensation as a percentage of revenue.**
- **Improved technology enhances performance and competitiveness.**

VII. Cost and Benefits Summary

- Cost - Aspect Campaign Optimizer \$ [REDACTED]
- Savings as outlined in body
- Optimizer \$ [REDACTED] ¹, 3.1 FTE

* Ancillary benefit and additional cost savings covered in Optimizer
1 Savings are based upon a \$ 35,000 per year collector fully loaded to reflect benefits.
2 Savings are based upon a \$ 35,000 per year system administrator fully loaded to reflect benefits.

- **Return on Investment within 6.7 months based upon assumptions. *These estimates are very conservative since the vendor supplied ROI and customer references show higher ROI than we have assumed.***
- An equivalent of 3.1 FTE savings will be gained in efficiencies through the addition of the Aspect Performance Optimization suite of products within 6.7 months of implementation.
- BMO will be more competitive and generate more dollars collected.

VIII. Project Plan

Aspect can implement their software solutions within 90-days from contract signature and has extensive experience installing Optimizer on Conversations dialers.

The sample project plan below shows the steps and timeframe to complete an implementation.

Optimizer 6.6 Installation Timeline

Project Start Date: Mon 10/18/04

Project Finish Date: Fri 12/10/04

Task_Data

ID	Task_Name	Duration	Start_Date	Finish_Date	Predecessors	Resource_Names
1	Optimizer Installation Project Template	40 days	Mon 10/18/04	Fri 12/10/04		
2	Project kick off	0 days	Mon 10/18/04	Mon 10/18/04		
3	Assign Project Manager	0 days	Mon 10/18/04	Mon 10/18/04		
4	Questionnaire Completion/Verification	15 days	Mon 10/18/04	Fri 11/5/04		
5	Gather Installation Data	5 days	Mon 10/18/04	Fri 10/22/04		
6	Customer Completes Install Questionnaire	9 days	Mon 10/18/04	Thu 10/28/04		
7	Pre-Installation Conference Call	1 day	Fri 10/29/04	Fri 10/29/04	6	
8	Answer any questions concerning Questionnaire	5 days	Mon 11/1/04	Fri 11/5/04		
9	Secure Dialer Eng Resources and Contact Info	5 days	Mon 11/1/04	Fri 11/5/04	7	
10	Pre-Installation Site visit (if deemed necessary by Concerto)	1 day	Fri 11/5/04	Mon 11/8/04	9	
11	<One week after pre-install conference call>	0 days	Fri 11/5/04	Fri 11/5/04		
12	Ensure that questionnaire is complete and accurate	0 days	Fri 11/5/04	Fri 11/5/04		
13	Customer/CRPM sign off on Plan	0 days	Fri 11/5/04	Fri 11/5/04		
14	Request a sample record from each host be forwarded via email	0 days	Fri 11/5/04	Fri 11/5/04		
15	Establish day and time for weekly conference call	0 days	Fri 11/5/04	Fri 11/5/04		
16	CRPM will not leave site until questionnaire is completed and sign off	0 days	Fri 11/5/04	Fri 11/5/04		

17	Copies of Plan to Sales, CSE, CS Manager	0 days	Fri 11/5/04	Fri 11/5/04		
18	Customer Information Entered into Tracking Database	1 day	Mon 11/8/04	Mon 11/8/04		
19	Hardware/Upgrade Parts Ordered/Received by Concerto	1 day	Mon 11/8/04	Mon 11/8/04		
20	Stage Hardware	11 days	Mon 11/8/04	Tue 11/23/04	19	
21	Verify Materials Received	0 days	Mon 11/8/04	Mon 11/8/04		
22	Install and Configure Hardware	2 days	Tue 11/9/04	Wed 11/10/04	21	
23	Load and Customize Operating System	2 days	Thu 11/11/04	Fri 11/12/04	22	
24	Test OS, PPP, and Powerchute	1 day	Mon 11/15/04	Mon 11/15/04	23	
25	Install and Load 6.6 Database	2 days	Tue 11/16/04	Wed 11/17/04	24	
26	Load Optimizer 6.6 and Scripts	2 days	Thu 11/18/04	Fri 11/19/04	25	
27	Load Config Files and Site Specific Settings	2 days	Mon 11/22/04	Tue 11/23/04	26	
28	Test Configuration	2 days	Wed 11/24/04	Thu 11/25/04	27	
29	CRE, PM, Eng Sign Off -- 2 signatures required	1 day	Wed 11/24/04	Wed 11/24/04		
30	CRPM contacts customer to verify training dates	1 day	Wed 11/24/04	Wed 11/24/04		
31	Ship Hardware to customer site	1 day	Wed 11/24/04	Thu 11/25/04	30	
32	Include Shipping List	0 days	Wed 11/24/04	Wed 11/24/04	30	
33	Copy Shipping Info to Admin	0 days	Wed 11/24/04	Wed 11/24/04		
34	Copy Sales, Customer with Tracking Number	0 days	Wed 11/24/04	Wed 11/24/04		
35	Customer Receives Configured Hardware	1 day	Thu 11/25/04	Thu 11/25/04		
36	Customer Installs Server onto Network	6 days	Fri 11/26/04	Fri 12/3/04	35	
37	Customer Logs into Optimizer	1 day	Fri 11/26/04	Fri 11/26/04		
38	Customer Initiates Remote Modem Connection to Concerto	1 day	Fri 11/26/04	Fri 11/26/04		
39	CRPM Verifies Modem Connection Received	1 day	Fri 11/26/04	Fri 11/26/04		
40	Configuration Work/Installation and Training	6 days	Fri 11/26/04	Fri 12/3/04		
41	Engineering Performs Final Configuration Work	6 days	Fri 11/26/04	Fri 12/3/04		
42	Engineering Reconfigures Dialer (Creates Interface)	1 day	Fri 11/26/04	Fri 11/26/04		
43	Engineering Tests Dialer Interface/Monitors Results	1 day	Mon 11/29/04	Mon 11/29/04	42	
44	Engineering Conducts Test Optimizations/Monitors	4 days	Tue 11/30/04	Fri 12/3/04	43	


	Results					
45	Engineering Verifies Configuration Work Complete	0 days	Fri 12/3/04	Fri 12/3/04	44	
46	Installation and Training	5 days	Mon 12/6/04	Fri 12/10/04	45	
47	DAY ONE (1/2 day, at Concerto discretion)	1 day	Mon 12/6/04	Mon 12/6/04		
48	Meet with key customer personnel	1 day	Mon 12/6/04	Mon 12/6/04		
49	Verify correct server installation/network issues	1 day	Mon 12/6/04	Mon 12/6/04		
50	Verify correct dialer settings with customer/dialer vendor	1 day	Mon 12/6/04	Mon 12/6/04		
51	Verify correct printer IP addressing	1 day	Mon 12/6/04	Mon 12/6/04		
52	DAY TWO	1 day	Tue 12/7/04	Tue 12/7/04	51	
53	CRPM verifies there are no network or release code issues	1 day	Tue 12/7/04	Tue 12/7/04		
54	Visually verify all screens appear correctly	1 day	Tue 12/7/04	Tue 12/7/04		
55	Establish Sybase connectivity through ODBC-compliant front-end	1 day	Tue 12/7/04	Tue 12/7/04		
56	Conduct first formal training session	1 day	Tue 12/7/04	Tue 12/7/04		
57	Answer customer questions/concerns	1 day	Tue 12/7/04	Tue 12/7/04		
58	DAY THREE	1 day	Wed 12/8/04	Wed 12/8/04	57	
59	Conduct optimizations and re-opts in production environment	1 day	Wed 12/8/04	Wed 12/8/04		
60	Further explain Priority Parameters/Filters and their strategic use	1 day	Wed 12/8/04	Wed 12/8/04		
61	Further explain reports and messages	1 day	Wed 12/8/04	Wed 12/8/04		
62	Reiterate importance of accurate handle times and staffing	1 day	Wed 12/8/04	Wed 12/8/04		
63	DAY FOUR	1 day	Thu 12/9/04	Thu 12/9/04	62	
64	Full day of optimized dialing	1 day	Thu 12/9/04	Thu 12/9/04		
65	CRPM assists in gathering data for On-Off sheet	1 day	Thu 12/9/04	Thu 12/9/04		
66	At end of calling day, CRPM will assist customer enter correct information on the on/off spreadsheet, keeping a copy	1 day	Thu 12/9/04	Thu 12/9/04		
67	DAY FIVE	1 day	Fri 12/10/04	Fri 12/10/04	66	
68	Full day of Unoptimized dialing	1 day	Fri 12/10/04	Fri 12/10/04		

69	Collect incomplete days data 1 hour before leaving for home to enter into spreadsheet	1 day	Fri 12/10/04	Fri 12/10/04		
70	Remind customer it is imperative that we receive a weekly emailed spreadsheet with the latest data	1 day	Fri 12/10/04	Fri 12/10/04		
71	Copy of escalation procedures/support documents delivered	1 day	Fri 12/10/04	Fri 12/10/04		
72	CRPM verifies new time and day for weekly conference calls	1 day	Fri 12/10/04	Fri 12/10/04		
73	Installation Complete	0 days	Fri 12/10/04	Fri 12/10/04	67	
74	60-Day Verification Process Begins	1 day	Fri 12/10/04	Fri 12/10/04	64	

IX. Exhibits

Exhibit A

Mortgage Customer References

 <ul style="list-style-type: none">• <u>Environment</u><ul style="list-style-type: none">– Collections- mortgage– Concerto Unison• <u># Agents</u><ul style="list-style-type: none">– 200 blend• <u>Objectives</u><ul style="list-style-type: none">– Increase dollars collected per agent hour– Manage increased portfolio– Maintain existing staff levels– Meet Investor due diligence requirements	<u>Results</u> <ul style="list-style-type: none">• 39% increase in RPC per connect• Expanded portfolio while maintaining staff levels• Maintained due diligence requirements• Reduce reporting overhead
--	--


 <ul style="list-style-type: none">• <u>Environment</u><ul style="list-style-type: none">– Collections- mortgage– Concerto Conversations• <u># Agents</u><ul style="list-style-type: none">– 200 outbound• <u>Objectives</u><ul style="list-style-type: none">– Increase dollars collected per agent hour– Increase portfolio– Maintain existing staff levels	<u>Results</u> <ul style="list-style-type: none">• 35% decrease in dial attempts• 167% increase in RPC per dial attempt• 75% increase in total RPCs with same staff level• Expanded portfolio 300% with limited staff increases• Reduced administrative overhead
---	--

Exhibit B
Performance Optimization Suite
ROI Contribution

Unified Intelligent Contact Center Optimization Process

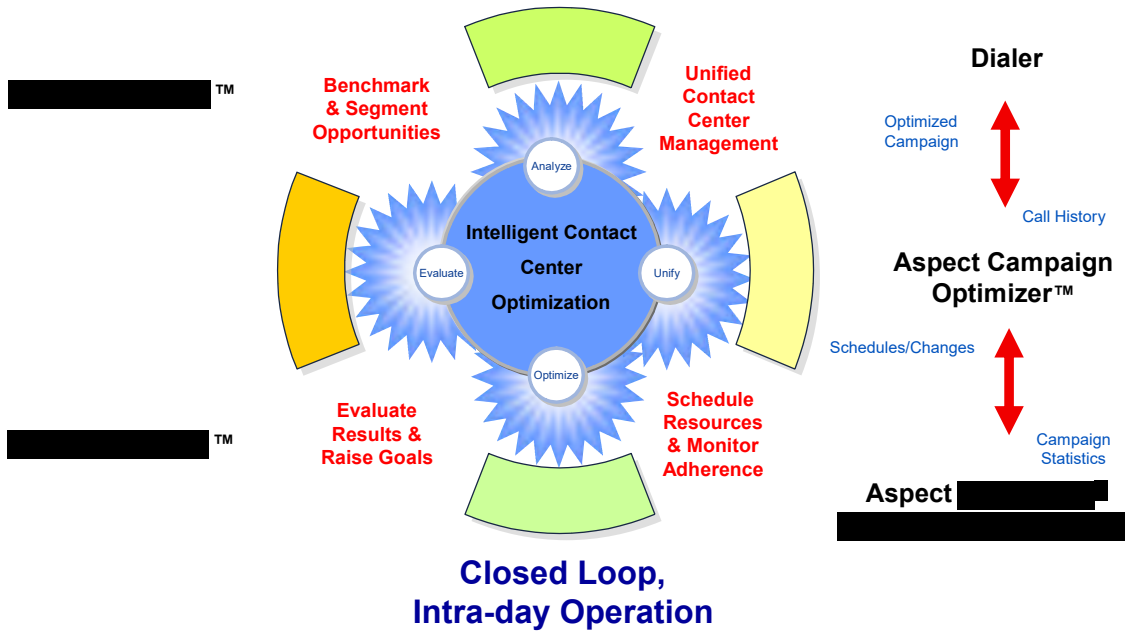


Exhibit D
End User License Agreement
License Quotes

██████████ quote attached.

Here are some modified screen prints of the attached Excel spreadsheets

M21																	
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R
1	Concerto Campaign Collections Productivity Lift Model																
2	5/20/05																
3																	
4	BEFORE OPTIMIZER							AFTER OPTIMIZER									
5																	
6	Assumptions		Secs.			Minutes			Assumptions		Secs.		Minutes				
7	RPWT / Call or Total RP Handle Time								RPWT / Call								
8	RPWT / Call								RPWT / Call								
9	WPWT / Call or Total WP Handle Time								WPWT / Call								
10	WPWT / Call								WPWT / Call								
11	IDLE TIME between calls								IDLE TIME between calls								
12						Total Min.	60.0					Total Min.	60.0				
13																	
14																	
15																	
16	RPC per Connect								RPC per Connect								
17	Total Calls handled per hour								Total Calls handled per hour								
18	RPC per hour								RPC per hour								
19	WPC per hour								WPC per hour								
20																	
21	Promises per RPC								Promises per RPC								
22	Promises per Agent Hour								Promises per Agent Hour								
23																	
24																	
25	Definitions																
26	RPWT	Right Part Talk Time															
27	RPWT	Right Part Wrap Time															
28	WPWT	Wrong Party Talk Time															
29	WPWT	Wrong Party Wrap Time															
30																	
31																	
32																	
33																	
34																	
35																	
36																	
37																	
38																	
39																	
40																	
41																	
42																	
43																	
44																	

File Edit View Insert Format Tools Data Window Help Adobe PDF

Type a question for help

J38 =SUM(J31:J37)

Concerto Software [REDACTED] ROI Model									
Customer:									
Exchange Rate Table:									
Country= \$ 1.00 to \$1.00 December 8, 2006									
Country= US US As of									

YEAR ONE

1st Year Savings	Total License	Total Installation	Total Training	Total Integration	Total 1st Year Service Agreement	Total Hardware	Total Charges	Months Payback	Annual Savings After Expense
\$241,500				\$0				6.67	

2nd Yr Save

2nd Yr Save	Total License	Total Installation	Total Training	Total Integration	Total 1st Year Service Agreement	Total Hardware	Total Charges	Months Payback	Annual Savings After Expense
\$241,500	\$0	\$0	\$0	\$0		\$0			

Site Specific Input

ROI ASSUMPTIONS		PRICING ASSUMPTIONS (from Pricing Worksheet)							
		Product	License	Installation**	Training**	Integration	1st Year Service	Hardware*	Total
FTE Cost US\$:		Optimizer							
Optimizer Prod. Lift:	15.00%								
Analyzer Prod. Lift:	0.00%								
RightForce Prod. Lift:	0.00%								
Total Outbound FTE		Analyzer	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Employees		RightForce	\$0	\$0	\$0	\$0	\$0		\$0
Admin. Saved	0								
Admin. Cost per Year	\$0	Total				\$0			

Optimizer and Planner utilize the same hardware platform.

Analyzer and RightForce can utilize the same hardware platform depending on capacity and usage.

* Hardware costs are affected by the number of sites, users, dialers, amount of historical information and length of time stored.

** Installation and training charges are plus out of pocket expenses

Input Areas

US ROI True ROI US\$ Pre-Tax Benefits Pricing Worksheet

Ready NUM

TAB 1 - M

Small Claims Court Seminar

Bank of Montreal (BMO) Financial Group - Enterprise Risk and Portfolio Management

PERSONAL WRITING PORTFOLIO

SMALL CLAIMS COURT

Small Claims Court is for the payment of money up to \$10,000 for Ontario, **British Columbia, \$25,000 for Alberta, \$7500 for Manitoba, \$8,000 PEI, \$6,000 for New Brunswick, \$5000 for Saskatchewan and Yukon Territories, NWT, Nunavut** and \$3,000 for Newfoundland (exclusive of interest and costs). You can abandon the excess but you cannot split the amount. It is suppose to be informal, inexpensive and relatively simple. It is a court of "equity" and "good conscience" fairness is emphasized instead of formal rules. Non lawyers (agents) may represent parties.

SO WHEN DO WE SUE?

- It is going to cost time (at least 6 months) and money to sue, cases must be carefully picked.
- Have all the methods been tried? It should be the last resort.
- Why is the debtor not paying? Does the debtor have a source of income? assets to sell or garnish?
- How much is due and owing – is it worthwhile?
- Analyze the strengths and weaknesses of the case.

FILLING OUT A STATEMENT OF CLAIM

- It shall contain full names of the parties, including any AKA's from any documentation, e.g. credit bureau, property searches. The nature of the claim including the date, place and the nature of the occurrence of which the claim is based. You have to file copies of the documents with your claim. If the documents are lost or not available say so in your claim and explain why they are not available.
- The address where the plaintiff believes the defendant (debtor) may be served.
- The claims should be completed and then submitted to the court with the documents.

Business Accounts:

Partnership: A proceeding by or against two or more persons as partners may be commenced using the firm name of the partnership, if not a limited company. If a limited company sue the customer and garnishee the limited company.

Sole Proprietorship: If a person carries on business in a business name other than his or her own name, a proceeding may be commenced by or against the person and carrying on business as (COB).

SERVICE:

- The claim must be served on the person personally or by alternative to personal service within six months. This is usually done with a private process server.
- A claim shall be served within six months after the date it is issued, but the court may extend the time for service, before or after the six months has elapsed. If an attempt is made to effect personal service at a person's place of residence and for any reason personal service cannot be effected; the document may be served:
 - (a) leaving a copy in a sealed envelope addressed to the person at the place of residence with anyone who appears to be an adult member of the same household.
 - (b) on the same day or the following day, mailing another copy of the document to the person at the place of residence.

**** Rules regarding effect personal service of a claim varies from Province to Province.**

DEFENCE:

- If the debtor files a defence the clerk shall serve the defence to the plaintiff by mail or fax.
- The debtor must file a defence within 20 days after being served. If the claim was mailed, the time period starts on the fifth day after the date of the postmark. If the defence is admitting to liability and proposes a repayment plan that is too small, you can dispute the proposal within 20 days and get a pre-trial hearing to negotiate a higher amount.
- If payments are not made pursuant to the proposal, one can ask the court to obtain default judgment.

DEFAULT JUDGMENT

- A judgment is a decision of the judge, which usually states that one side in the case is entitled to receive a certain sum of money from the other. The amount may include interest and cost, or both.
- If a defendant fails to file a defence within the time frame, it allows the plaintiff to file and obtain default judgment.

WHAT IS A MOTION?

- A motion is a procedure, which is used when you want a judge to make an order. For example when you want to:
 - Set aside a judgment made against you.
 - Add someone else as a party in the case or change the name of a person being sued.
 - Increase the amount you are claiming or change something that you said in your claim or defence.
 - The defendant must file a motion with supportive affidavit explaining why they did not file a defence and why they feel they have a defence to the merits of the claim.
 - Release a garnishee to stop some other form of enforcement process against you.

THE PRE-TRIAL

- Defence filed the court will assign a pre-trial date, if not you may have to request a pre-trial by filing out a specific form.
- A pre-trial is informal and off the record, it can help resolve or narrow the issues and facilitate settlement. It is supposed to resolve certain issues and find out what the real issues are and the facts behind them. The court can make certain orders at the pre-trial - amend a claim or force a party to do something (such as disclosure of documents)
- You have to attend the pre-trial and if one party does not show up, there are penalties (costs etc.) Come prepared to settle the case and with all the facts and documents.
- An offer to settle may be made at any time, either written or oral agreement. An offer to settle out of court can be started by either the Plaintiff or the defendant, but it must be made less than seven days before the hearing commences. If the offer is accepted the matter is over, if it is not accepted the case will go to trial as planned.

THE OPTIONS FOR ENFORCEMENT OF THE JUDGMENT

Notice of Garnishment:

- If the court has ruled in your favor and you have not received payment, you can seize money owed to the debtor by someone else. This is called GARNISHMENT. The Garnishment (20% of the net wages) remains in effect for 6 months or until the debt are paid.
- You can instruct the court to issue a notice of garnishment, part of the debtor's wages from his employer, or funds from his bank accounts or money owed through a contract. The court will send a notice of garnishment to the employer and person who owes the money to the debtor. This is called a GARNISHEE.

- The garnishee is liable to pay to the clerk any debt of the garnishee to the debtor, up to the amount shown in the notice of garnishment, within 10 days after service of the notice garnishment is served.
- Before a notice of garnishment is issued, you as the creditor first have to file a sworn statement (AFFIDAVIT) with the court where the debtor lives or carries on business. The affidavit must contain the following information:
 - a) Date of judgment or order and the amount awarded to the Creditor.
 - b) Name of the Small Claims Court in which the judgment was made.
 - c) Rate of post -judgment interest payable.
 - d) Date and amount of any payment made since the order of Judgment was made.
 - e) A statement that the creditor believes that the garnishee does or will owe money to the debtor.
 - f) Details of money owed by the garnishee if it is not for wages.
 - g) Name and address of each person to whom a notice of garnishment is to be served.

WRIT OF SEIZURE AND SALE OF PERSONAL PROPERTY:

- This allows the sheriff to seize lands and the goods of the judgment debtor (personal or business property). The writ of seizure remains in force for 6months after the date of its issue and a further 6months after each renewal. A writ of seizure of land stays in effect for 6 years. Before legal possession can be taken the property must have equity.

RESOURCES:

GENERAL:

Canadian Legal Information Institute:
<http://www.canlii.org/>

The Great Library of the Law Society of Upper Canada (civil law):
http://library.lsuc.on.ca/GL/whats_civil.htm

Ontario Small Claims Court Forms:
<http://www.attorneygeneral.jus.gov.on.ca/html/CAD/sccforms.html/CAD/sccforms.htm>

How to make Ontario Small Claims Work for you:
<http://www.attorneygeneral.jus.gov.on.ca/html/CAD/sccbook.htm>

Ontario Small Claims Court Rules (and forms)
<http://www.attorneygeneral.jus.gov.on.ca/english/courts/>

(THIS LINK NO LONGER WORKS) <http://192.75.156.68.81/ISYSQuery/IRLA0C1.tmp/1/doc>

Links to Other Provincial Legal Resources:

British Columbia:
<http://www.ag.gov.bc.ca/courts/>

British Columbia Small Claims Links:
<http://www.provincialcourt.bc.ca/quicklinks/smallclaimsmattersusefullinks.html>

Alberta:
<http://www.albertacourts.ab.ca/>

Alberta Justice System:
<http://www4.gov.ab.ca/just/lawu/justandyou.html>

Manitoba Small Claims Procedures:
<http://www.manitobacourts.mb.ca/SmallClaims.htm>

Manitoba Court System:
<http://www.gov.mb.ca/justice/>

Courts of Saskatchewan:
<http://www.saskjustice.gov.sk.ca/courts/default.shtml>

Public Legal Education Association of Saskatchewan:
<http://www.plea.org/>

Yukon Department of Justice:
<http://www.justice.gov.yk.ca/>

North West Territories Department of Justice:
<http://www.justice.gov.nt.ca/>

WHAT DO THESE WORDS MEAN:

FYI. An extensive on-line dictionary can be found @:

<http://www.duhaime.org/dictionary/diction.htm>

<i>ADJOURNMENT:</i>	Court order to postpone a hearing to a future date.
<i>AFFIDAVIT:</i>	A written statement or declaration of facts, sworn or affirmed to be true. Swearing or affirmation takes place before an official having the authority to administer oaths.
<i>CAUSE OF ACTION:</i>	The fact or facts, which give a person the legal right to begin a lawsuit.
<i>CLAIM:</i>	A lawsuit or the document stating what is being claimed in a lawsuit.
<i>CLERK:</i>	The court official to whom certain powers and duties are given by law.
<i>COMMITTAL:</i>	If the debtor fails to attend or fails to properly ORDER answer questions, the court may commit the debtor to jail – there are many steps to be taken before the court takes that step.
<i>COUNTERCLAIM:</i>	A claim introduced by the defendant against the plaintiff in the original claim and arising out of the same circumstances.
<i>COURT ENFORCEMENT OFFICER:</i>	Court official (formerly known as the (bailiff) responsible for enforcing the terms and order or judgment when instructed by the court.
<i>COURT PROCESS OFFICER</i>	Court official responsible for delivering legal documents, such as a claim or summons to witness.
<i>CREDITOR:</i>	The person whom the money is owing because of a judgment or order.
<i>DEBTOR:</i>	The person who owes money due to a judgment or order.
<i>DEFAULT JUDGMENT:</i>	A judgment that is issued against a defendant who has failed to file a defence.

<i>DEFENDANT:</i>	The person against whom a claim is made.
<i>EXECUTION:</i> (writ)	To lien or seize customer's assets.
<i>GARNISHEE:</i>	The person or corporation who owes money to a debtor (such as an employer or a bank).
<i>GARNISHMENT:</i>	The procedure by which a creditor can collect on a judgment or order by claiming money owed to the debtor by a third party.
<i>HEARSAY:</i>	A statement or document made by someone who is not in court.
<i>JUDGMENT:</i>	A decision made by a judge resolving a dispute.
<i>LITIGATION GUARDIAN:</i>	A person who acts on behalf of a minor or a mentally incompetent person in a lawsuit.
<i>NOTICE OF MOTION:</i>	Written notice by one party to the other party in a lawsuit about an intention to argue a particular issue before a judge.
<i>NOTICE OF TRIAL OR PRE-TRIAL:</i>	A formal notice issued by the court to all parties in a claim stating the date, time and place a trial or pre-trial is to take place.
<i>ORDER:</i>	A direction of a judge made in a case.
<i>PLAINTIFF:</i>	The person who brings a claim against another person, company or organization.
<i>REFeree:</i>	Court official who may hear pre-trial hearings. In many cases, he/she assist in working out a payment plans and may assist in the obtaining consolidation orders.
<i>RESERVE JUDGMENT:</i>	To postpone a decision until all facts have been fully considered or a point of law reviewed.
<i>SEIZE, SEIZURE:</i>	To take legal possession of property, the act of doing so.
<i>SERVE, SERVICE:</i>	To deliver a legal document to a person, the act of doing so.
<i>SET OFF:</i>	A debt the plaintiff owes the defendant who may be deducted from the amount the court finds the plaintiff is owed
<i>SPECULATIVE</i>	Legal action taken, when there is

ACTION (SPEC): reason to believe there will be assets or wages in the near future.

SUMMONS A legal document from the court requiring a
TO WITNESS: witness to appear in court at a specific time.

THIRD PARTY CLAIM: A claim filed by a defendant against another party other than plaintiff whom the defendant believes is responsible for the plaintiff's claim.

WRIT: Written instructions to a court officer to
(Execution) enforce a court order.

TAB 1 - N

Statutory Declaration Template

Bank of Montreal (BMO) Financial Group - Enterprise Risk and Portfolio Management

PERSONAL WRITING PORTFOLIO

December 10, [REDACTED]

Mrs. XYZ
1 Acme St.
Toronto, ON R7q4H1

Without Prejudice

RE: Account: M/C 51912300xxxx
Balance as at : \$4348.91

Dear [Ms. XYZ](#):

As you are aware, the above balance remains outstanding and requires your immediate attention.

You have requested that the remainder of your liability to the Bank, in connection with MasterCard # [51912300xxxx](#), be considered to be paid in full by you if you pay to the Bank of the sum of \$.

Before the Bank will consider your settlement proposal, you must complete and return the attached statutory declaration detailing your assets and liabilities. By providing this statutory declaration, you also acknowledge your understanding that if the information in the declaration is found to be false in any material respect, any settlement agreed to between you and the Bank may be cancelled at the Bank's option. The Bank will have the right to collect the entire balance owing together with interest and costs. If you provide false information on the statutory declaration you could be charged with an offence.

Accordingly, please complete and return the attached statutory declaration by [May 31, 2002](#). We will review it and contact you with our response.

Your failure to reply will permit us to consider other alternatives to enforce collection of this debt. These alternatives may include seizure of assets, garnishment of wages or assignment of the account to a collection agency.

We look forward to your prompt response, and if you have any questions, please contact the undersigned.

Yours truly,

Doug Taylor, Account Manager

800-473-[REDACTED] x[REDACTED] or 416-237-[REDACTED]

To: Bank of Montreal

Date: _____

Re: Account _____

Balance as at _____

I wish to pay the sum of \$ _____ to settle the above liability in full.

The source of this payment is:

_____.

I propose to make payment(s) as follows:

(state amount and method of each payment)

_____.

I confirm my understanding that if the Bank agrees to my settlement proposal but the statutory declaration I provide to the Bank to accompany this settlement proposal is later found to be false in any material respect, any settlement agreed to between myself and the Bank may be cancelled at the Bank's option. The Bank will have the right to collect the entire balance owing together with interest and costs.

I agree that in the event this settlement proposal is accepted by the Bank and payment is made by me as required, and in consideration of the Bank agreeing to accept less than the full balance owing by me, I have no claim or cause of action whatsoever against Bank of Montreal, its subsidiaries and affiliates, successors and assigns, and each of their directors, officers, employees and agents (collectively the "Bank") as a result of anything whatsoever done or action taken by the Bank in connection with the above account to the date hereof.

(Please sign below)

CANADA) IN THE MATTER OF a proposed compromise
) or arrangement between Bank
PROVINCE OF) OF MONTREAL and
)
TO WIT:)

I, _____, of the _____ of _____ In
the Province of _____ DO SOLEMNLY DECLARE THAT:

I am the above named debtor of Bank of Montreal OR I am the _____
of _____, hereinafter referred to as the "Debtor."

I owe the Bank of Montreal the sum of \$ _____, in connection with
_____ and acknowledge that the debt was incurred by me.

I have listed all of my property, sources of income, debts and any property that I have
disposed of in the last twelve (12) months on Schedule A and the information that I have
provided on Schedule A hereto regarding my property, income, and debts, is a complete
and true representation of my finances. Where applicable I have provided an estimate of
the fair market value of such assets, after having made a diligent inquiry regarding such
fair market value.

AND I make this solemn Declaration conscientiously believing it to be true, and knowing
that it is of the same force and effect as if made under oath and by virtue of the Canada
Evidence Act.

DECLARED before me at the _____)
Of _____)
In the _____)
Of _____)
This _____ day of _____)

SCHEDULE 'A'

A. Debtor Information (please print)

Full Name

All Telephone Numbers

All Fax Telephone Numbers

Aliases, Nicknames, or Previous Names

Present Address: Street Address

City

Province

Postal Code

How long have you lived at this address?

Birthdate: Day

Month

Year

Social Insurance Number

B. Dependents

Present Marital Status:

Single ☐

Married ☐

If other, please specify

Name of Spouse

Birthdate of Spouse: Day

Month

Year

Social Insurance Number

Do you have any children living with you who are legally dependent upon you for financial support?

☐

Yes

☐

No

If YES, provide the full name of the dependent, age, and relationship to you

Full Name of Dependent

Age

Relationship to you

Do you have any other dependents who are legally dependent upon you for financial support?

☐

Yes

☐

No

If YES, provide the full name, address, age, and relationship to you, and reason for dependency.

Full Name of Dependent

Age

Relationship to you

--	--	--

Address

Reason for Dependency

--

Full Name of Dependent

Age

Relationship to you

--	--	--

Address

Reason for Dependency

--

C. Employment

Full Name of Current Employer

Telephone No.

Relationship to you

--	--	--

Present Address of Employer

Province

Postal Code

--	--	--

Nature of Business

Position Occupied

--	--

Place of Employment if different from employer's address

How frequently are you paid? If you are paid by the hour, what is your hourly wage?

--	--	--

What is your gross monthly or yearly wage or salary? Please specify.

What is your net monthly or yearly wage or salary? Please specify.

--	--

Are there any garnishments in place or anticipated? If YES Please provide details.

What deductions are made from your salary? Please provide complete listing.

Are you qualified as a tradesperson, professional or otherwise? ☐ Yes ☐ No

If YES, state nature of qualifications or special training.

Do you receive bonuses from your employer? ☐ Yes ☐ No

If YES, when did you receive your bonus?

--

On what basis are bonuses paid?

Do you expect to receive another bonus in the near future? ☐ Yes ☐ No

If YES, when and how much?

--

Do you receive money in the form of commission? ☐ Yes ☐ No

If YES, state type of work, amount of income received, and the most recent commission received.

Do you receive money from any part-time employment? ☐ Yes ☐ No

If YES, give employer's name, full address and telephone number, and the amount of income.

Do you have any income producing hobbies? ☐ Yes ☐ No

If YES, state type of hobby and amount of income received per year.

List all other income not set out above (e.g. dividends, rental income, annuities, pensions, etc.)

Have you received any income Tax refunds in the past year? ☐ Yes ☐ No

Do you expect to receive any income Tax refunds in the near future? ☐ Yes ☐ No

If YES, when and for how much?

Are you a veteran? ☐ Yes ☐ No

If YES, specify any veteran's benefits and allowances to which you are entitled?

D. Income from Business or Self Employment

If you are self-employed or your business is a proprietorship or partnership, list the names, addresses and telephone numbers of any partners, principals, etc.

Name	Address	Telephone No.

Business Location	Street Address

City	Province	Postal Code

Is this business a ☐ proprietorship ☐ partnership ☐ corporation

What percentage of the business is owned by you?		What is the net book value of the business?		What is the estimated market value of the business?	
--	--	---	--	---	--

Itemize your yearly income: Salary, bonuses, dividends, and other

Salary	\$
Bonuses	\$
Dividends	\$
Other (automobile allowances, expenses, etc.) Provide details.	\$
	\$

Itemize other benefits (e.g. company car, house, loans, savings plans, share purchase options, etc.)

	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

If business is a corporation, complete the following:

Are you an Officer or Director? ☐ No ☐ Yes

Title

--

Total number of shares issued by the corporation and outstanding
(describe the type and class of share:)

Total number of shares of each class held by you:

Class	Number	Net Book Value	Class	Number	Net Book Value

Total amount of all loans payable to you by the corporation:

Terms of repayment:

Amount

\$

Amount

\$

Attach a copy of most recent financial statement

E. Monthly Expenses

List all of your monthly debt payments (loans, credit cards, personal debts, etc.), specifying the following:

[illegible]

List other personal liabilities, (personal guarantees, encumbrances and debts specifically attached to personal property, etc.), specifically name and address of creditor, and amount of liability.

[illegible]

Name of Creditor	Address of Creditor	Amount	Has debt been sued or judgement obtained?

F. Assets

Real Estate. List all real estate (homes, rental properties, cottages, condominiums, etc.) both within and outside the Province in which you own an interest, including municipal address, legal description, purchase price, balance owing, and current market value.

	Municipal Address	Legal Description	Purchase Price and Date	Balance Owing	Current Market
1.					
2.					
3.					
4.					
5.					
6.					

List the name and addresses of any mortgages for each property described above, as well as the date the mortgage was granted, and the amount outstanding on the mortgage.

	Name of Mortgages	Addresses of Mortgages	Date of Mortgage Granted	Amount Outstanding on Mortgage
1.				
2.				
3.				
4.				
5.				
6.				

Motor Vehicles

List all major vehicles including cars, trucks, farm machinery, construction equipment, recreational vehicles, aircraft, etc. in which you own an interest.

	Type – Make – Model - Year	Serial No.	Purchase Price	Current Market Value	Sole Owner Y/N?
1.					
2.					
3.					
4.					
5.					
6.					

Are any of the above vehicles subject to any security interest, liens or encumbrances? If YES, specify:

	Holder of Security, Interest, Lien or Encumbrance	Date of Lien/Encumbrance	Balance Owing on
1.			
2.			
3.			
4.			
5.			
6.			

Bank Accounts, etc.

List all chequing and savings accounts, term deposits, RRSP's, annuities, etc., specifying the following:

	Type of Deposit	Name of Institution	Account No.	Branch Address	Sole Account or Joint Account?
1.					
2.					
3.					
4.					

Shares and Securities.

If you have holdings in a Corporation, complete the following:

List all shares, options, warrants, etc., and their current market value below.

	Name of Corporation	Type	Number	Current Market Value	Dividends Payable (if any)	Date Payable
1.						
2.						
3.						
4.						
5.						

List all bonds and debentures held and their current market value below.

	Name of Issuer	Class or Series	Quantity Held	Total market Value
1.				
2.				
3.				
4.				
5.				

List location of all certificates for all corporate holdings and the name(s) and address(es)

Location of Security Certificates or Other Evidence of Ownership of Securities Name and Address of Broker(s)

	Location of Security Certificates or Other Evidence of Ownership of Securities	Name and Address of Broker(s)
1.		
2.		
3.		
4.		
5.		

Name and Address of Trustee

1.			
2.			
3.			
4.			

List all other assets, specifying kind, value and location, and whether solely or jointly owned below.

Type of Asset	Description	Sole Owner		Location	Value
		Yes	No		
Interests in Other					
Promissory notes, judgement debts					
Loans and mortgages					
pension plans, registered pension plans, self- administered pension plans, life insurance policies, (each surrender value)					

List all other assets, specifying kind, value and location, and whether solely or jointly owned below: e.g. art, jewelry, bullion, coins, cameras, household furniture and appliances (stereos, T.V.'s, computers, crystal, dishwashers, etc.)

[illegible]

G. Transfer of Property

Have you given away, sold, assigned or otherwise transferred any property (land, buildings, vehicles, money, household furnishings, etc.) to anyone in the past year? Specify details below.

	Description of Property	To Whom Transferred	Date of Transfer	How much money, If any, was recovered by you?
1.				
2.				
3.				
4.				
5.				
6.				

H. Insurance

List all insurance policies in which you are named as a beneficiary, including the insurance company granting the policy, the policy number, the amount, the person insured, the premium, and its cash surrender value.

Insurance Company	Policy No.	Amount	Person Insured	Premium	Cash Surrender Value

I. Parties Who Owe You Money

List all parties who owe you money:

Name	Address	Reason for Debt	Amount Owing	Status of Court Action, if any

J. Inheritance

List all estates in which you are the beneficiary of an inheritance.

Deceased's Name

Address

Value of Inheritance

K. Additional Income and Assets

List all income and assets not itemized above. (e.g. legal action claims under insurance policies, etc.)

[illegible]

TAB 1 - O

Front End Skip Tracing Proposal

Bank of Montreal (BMO) Financial Group - Enterprise Risk and Portfolio Management

PERSONAL WRITING PORTFOLIO



BANK OF MONTREAL

Account Management Centre –

Job Definition for Front End Skip Tracing (Revised)

By: Doug Taylor

FRONT END SKIP TRACING



T30, T32, T33 and T43 States

Preface

The front-end skip tracing area, consists of T30- Debit Review, T32- Internal Skip Trace, T33-Mid-Risk Skip Trace Accounts and T43-Blocked calls. In all situations in these ques, the emphasis is to utilize the dialer technology wherever possible. Due to the high volumes, the first concern is to bring accounts up to date; the second concern is to find valid telephone numbers and/or addresses for our customers so that we may make contact in an effort to bring the accounts up to date. Not all customers in the front-end area are true 'skips' in many cases the bank simply has outdated information in the customer's file. Therefore, all steps and precautions are taken to ensure our activities do not result in a negative impact on the customer's profile

LOANS - T33 State

- Using the Cacs 'LKU' option, check for cross-reference products, confirming d.o.b. and sin whenever possible. If a cross-reference account is up to date, or there has been recent contact with the customer, it is assumed that this account has the most up to date information. Route the current account to T01 asking for updates (using the cross-reference information found) and route to the dialer.
- check to see if there is a co-signor, check PF14 for any alternate telephone numbers and/or addresses, if Y and new PV# then send DLQ1 or DLQ2 letter and route to T01 for demographic update, asking to route to M01, if there is only a BV#, OR the loan is 45 days past due or greater, then send a DLQ1 or DLQ2 letter and route to T01 for demographic updates, requesting route to M11 with no hold date.

RATIONALE: IN THE CASE OF ROUTING TO M01, ALLOW THE DIALER TECHNOLOGY TO ATTEMPT TO MAKE CONTACT, THE DIALER CAN ONLY WORK ACCOUNTS THAT HAVE A VALID P/V#, IF ALL YOU HAVE IS A B/V# THEN THE ACCOUNT MUST BE ROUTED TO M11 OR DRA.

- Check to see if there is a SONO funding account, if Y then using the MECH, run an ?86-3 on the funding account OR any alternate accounts found on RCV, if any updated information, then route the account to T01 for updates, asking to have re-routed to M01 or M11 accordingly. If there is no SONO account, then RCV, [REDACTED] and entering SI contact code into Cacs. If there is no new info that arises from the MECH's ?86-3 on funding accounts or alternate funding accounts, and from xref accounts, then [REDACTED] with the message 'plp arrears need new tel no', and if there is no return mail on file, send a DLQ1 or DLQ2 letter and fax a request for information form to the branch. Diarize the account for 5 business days.

RATIONALE: IN SOME CASES A CUSTOMER IS PROMPTED TO UPDATE THEIR ACCOUNT INFORMATION FROM US AND THEY VISIT THEIR LOCAL BRANCH WHICH THEN INPUTS THE NEW INFORMATION INTO THE MECH, HOWEVER CACS FAILS TO READ THE NEW INFORMATION. ADDITIONALLY, IF THE CUSTOMER IS USING A [REDACTED], A [REDACTED] WILL LIKELY PROMPT A CALL, AT WHICH TIME DEMOGRAPHIC INFORMATION CAN BE OBTAINED. QUITE OFTEN THE BRANCH WILL HAVE A PERSONAL RELATIONSHIP WITH EITHER THE CUSTOMER OR A CUSTOMER'S FAMILY MEMBERS, THE BRANCH MIGHT NOT EVEN BE AWARE THAT WE REQUIRE ADDITIONAL INFO, AND BECOME VERY HELPFUL IN PROVIDING ADDITIONAL INFORMATION.

- After sending a request for information form to the branch and the loan comes up for review again; Check incoming faxes if received, then enter the information from the fax into the notes. If no updated information is obtained from the fax and the location code is 102010, then pull CCAPS application, if no new info then [REDACTED], if no new information, then run macro and route to m20 recommend route to s01. If the fax from the branch, CCAPS application or [REDACTED] yields new information, then

route to T01 for demographic update, asking to route to M01 or M11 accordingly. If the location code is 103010, then CCAPS application is pulled, however do not pull a [REDACTED], instead if no information is obtained from the CCAPS application, then run macro and route to m20 recommend route to s01.

RATIONALE: 102010 LOCATIONS REQUIRE THAT ALL THIS INFORMATION BE ACCESSED BEFORE ANY LEGAL OR EXTERNAL ASSIGNING TO [REDACTED] ACTION CAN TAKE PLACE. DUE TO TIME CONSTRAINTS IN [REDACTED], 103010 LOCATION HAS AGREED TO [REDACTED].

- If a loan comes up for review and there is no incoming fax present, then call the branch service line, leave a general message for an FSM asking that the fax be completed and diarize the account for 2 days. Depending on the when and what type of letter was last sent, send another letter. If after 2 days no fax or contact from the branch is received, then look up the sales leader for the branch using the BMO Corporate Portal-Branch Information (see manager for details), call the sales leader indicate the steps taken thus far & diarize for 2 days.

RATIONALE: IT IS RARE WHEN A SALES MANAGER WILL NOT EITHER RETURN A CALL OR HAVE THE FAX SENT WITHIN 2 DAYS. WHERE AN FSM MAY SEE A FAX FROM COLLECTIONS AS A LOW PRIORITY IN RELATION TO SALES OBJECTIVES, THE SALES LEADER WILL ENSURE THAT THE REQUEST IS RESPONDED TO IN A TIMELY MANNER.

SLOC, PLOC, SRIL and MASTERCARD - T30 State

If up to date, then enter a promise to pay amount of the last payment, dated the next business day, using M05 routing.

RATIONALE: IF THE LOAN IS UP TO DATE THEN HAVE THE ACCOUNT DROP OFF THE SYSTEM BY ENTERING A PROMISE TO PAY.

- RCV to check for [REDACTED], if Y then enter [REDACTED] on line 9 of the main CACS screen, surrounded by an '&' sign, then enter a promise to pay (M05). ALTERNATIVELY, check to see if there are any updated tel# or address on xref accounts, if there is route to T01 for updates requesting route to M01 or M11 accordingly.

RATIONALE: A FUNDING ACCOUNT ON LINE 14 SURROUNDED BY THE '&' SIGN ON THE CACS MAIN SCREEN, WILL ALLOW A MACRO TO [REDACTED] IN THE FUTURE.

- If there are no [REDACTED], or xref accounts on RCV, then send a DLQPMT or TPD2 letter accordingly and check the notes to see if telephone # 1 and 2 have been called, if N then route to M01 or M11 accordingly (PV or BV #). If there are no telephone numbers left or if there is only 1 number then check PF14 for cojo information, if Y then input information into notes and route to M11 or if there is no cojo then update demographics screen telephone number with 3's (leaving the area code) and route to T33 with a 10 day hold.

RATIONALE: LETTER MAY PROMPT PAYMENT. LEAVING THE AREA CODE IN THE DEMOGRAPHIC SCREEN, REVEALS THE LAST KNOWN AREA CODE THE CUSTOMER HAD, THIS MAY OFFER CLUES AS TO THE CUSTOMERS LOCATION.

SLOC, PLOC, SRIL and MASTERCARD - T43 State

- RCV to check for [REDACTED], if Y then enter the [REDACTED] [REDACTED] on line 14 of the main CACS screen, surrounded by an '&' sign, then enter a promise to pay (M05). OR call the number listed and route to M11 with no hold date. If telephone numbers are not valid, then follow the above procedures (T30 state).

SLOC, PLOC, SRIL and MASTERCARD - T32 State

- If there are no [REDACTED], or xref accounts on RCV, then send a DLQPMT or TPD2 letter accordingly and check the notes to see if telephone # 1 and 2 have been called, if N then route to M01 or M11 accordingly (PV or BV #). If there are no telephone numbers left or if there is only 1 number then check PF14 for cojo information, if Y then input the cojo telephone number into the notes and route to M11 or if there is no cojo then update demographics screen telephone number with 3's (leaving the area code) and route to T33 with a 10 day hold. If there is return mail then place stat L on account via NCCS and RR to T33.

RATIONALE: PLACING A STAT L ON THIS PRODUCTS WILL TEMPORARILY NOT ALLOW THE CUSTOMER TO ACCESS ADDITIONAL FUNDS, THUS REDUCING EXPOSURE.

SLOC, PLOC, SRIL and MASTERCARD - T33 State

- RCV to check for [REDACTED], if Y then enter the [REDACTED] on line 14 of the main CACS screen, surrounded by an '&' sign, then enter a promise to pay (M05). OR check to see if there are any updated tel# or address on xref accounts
- check PF14 for cojo information, if Y then enter info into notes and route to M11 or if there is no cojo then update demographics screen telephone number with 3's (leaving the area code) and send a DLQ1 or DLQ2 letter and place stat L on account via NCCS. Then fax a request for information form to the branch. Diarize the account for 5 days.
- After sending a request for information form to the branch and the loan comes up for review again; Check incoming faxes if received, then enter the information from the fax into the notes. If no updated information is obtained from the fax and the location code is 102010, then pull CCAPS application, if no new info then [REDACTED], if no new information, then run macro and route to m20 recommend route to s01. If the fax from the branch, CCAPS application or [REDACTED] yields new information, then update demographics on PF14 and route to M01 or M11 if the account is 3 cycles or greater. If the location code is 103010, then CCAPS application is pulled, however do not pull a [REDACTED], instead if no new information is obtained from the CCAPS application, then run macro and route to m20 recommend route to s01.

RATIONALE: 102010 LOCATIONS REQUIRE THAT ALL THIS INFORMATION BE ACCESSED BEFORE ANY LEGAL OR EXTERNAL ASSIGNING TO [REDACTED] ACTION CAN TAKE PLACE. DUE TO TIME CONSTRAINTS IN PULLING A [REDACTED], 103010 LOCATION HAS AGREED TO PULL THEIR OWN [REDACTED].

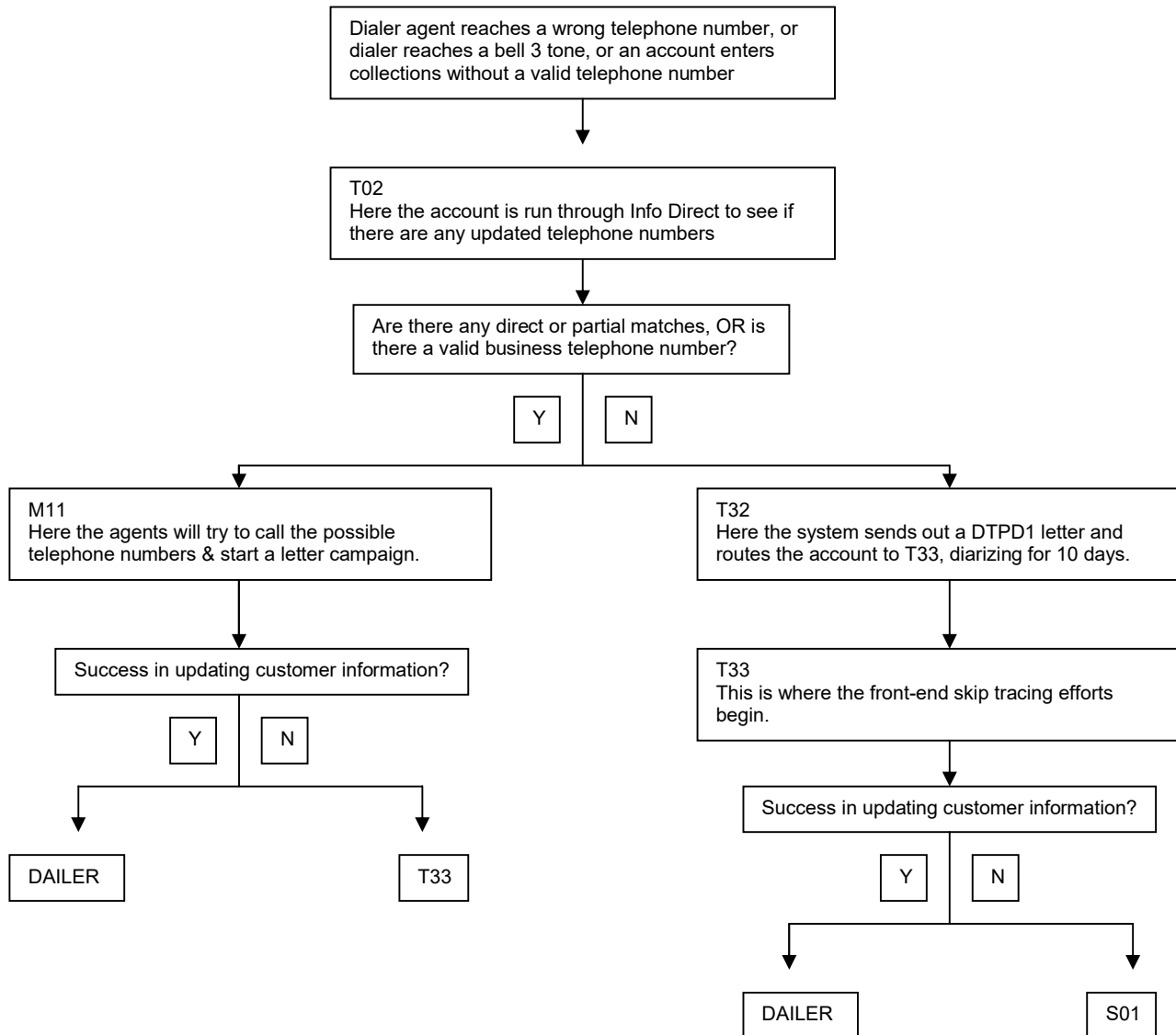
Notes:

- If at any time you have an address without a phone number or a phone number with out a valid address, use Info Direct to establish a match
- In the event you are working a MasterCard product under T32 or T33 states, the directives outlined in the new MasterCard procedures, supersede the instructions listed here (see your manager)
- Be aware of accounts that the telephone # when called displays an operator message saying the telephone # has been changed, the dialer does not recognize the 3 tones. A good indicator is if there is no contact in notes from the dialer agent, previous to the account going to T02.



FRONT END SKIP TRACING

Flow Chart for T33 States



Academic Writing Samples



PERSONAL WRITING PORTFOLIO



TAB 2 - A

Issue Analysis -

***Canadian Doctors et al v. Attorney-General of Canada on
behalf of the Minister of Citizenship and Immigration***

Humber College, Bachelor of Applied Arts, Paralegal Studies

PERSONAL WRITING PORTFOLIO

22.5

Assignment 1:
Canadian Doctors et al v. Attorney-General of Canada on behalf of the
Minister of Citizenship and Immigration

11-13-14 11:10 RCVD

Student: Doug Taylor, [REDACTED]

Professor: Albert Ferranti

Course: PLBA 3001

Date: November 9, 2014

In *Canadian Doctors et al v. Attorney-General of Canada (2014)*¹, Canadian Doctors et al ("CDRC") are the Appellants, and the Attorney General of Canada ("AG") on behalf of the Minister of Citizenship and Immigration is the Respondent.

This case comment concerns applying the last three components of good advocacy to the issues raised by the Appellants.

Issues

- (i) Do the appellants have public interest standing in this case?
- (ii) Are the Orders of the Governor in Council ("OIC") *ultra vires* to the Crown's prerogative powers to make executive decisions?
- (iii) Assuming the appellants have standing and the Orders are lawful, did the Governor in Council ("GOC") breach its duty of procedural fairness?
- (iv) Do the 2012 modifications to the Interim Federal Health Department Program ("IFHP") violate sections 7, 12 and 15 of the *Charter*² in a manner not saved by section 1?

(i) Public Standing

The issue of public standing turns on whether the applicants are directly affected by government action, and have a 'real stake' or genuine interest in the outcome of the matter or where their involvement is in the public's best interest. The public standing test is exercised by judicial discretion, as articulated in *Canada (Attorney General) v. Downtown Eastside Sex Workers United Against Violence Society*³. In deciding to grant public interest standing, the Court must weigh three factors, (i) whether the case raises a substantial or important constitutional issue, (ii) whether the applicant has a real stake or genuine interest in the outcome, (iii) whether the proposed action is a reasonable, and effective means to bring the case to court.

In the case at bar, the respondent concedes to part (i) of the test. For part (ii) of the test, the applicants, CDRC, CARL and JFCY submit that they have demonstrated engagement with the issues raised and a genuine interest in the issues, particularly as they relate to children's rights. Under part (iii) of the test, the applicants submit that JFCY was added as a party to this application, in exchange for a discontinuance of their separate application for judicial review on the same core issues as the case at bar.

Based on credibility and expertise, it is the applicants position that the court should take a purposive approach to considering a reasonable and effective means to weighing the purposes of granting standing. The court should apply these means in a flexible and generous manner to grant public interest standing, in light of the varied medical challenges faced by refugee claimants, coupled with the potential for a costly multiplicity of proceedings.

(ii) Ultra Vires

The issue for *ultra vires* in this case, turns on whether the *Immigration and Refugee Protection Act*⁴ ("IRPA") or the *Canada Health Act*⁵ ("CHA") implicitly abolishes the Crown's prerogative powers. *Ross River Dena Council Band v. Canada*⁶ defines the legal test for abolishing or

¹ *Canadian Doctors For Refugee Care v. Canada (Attorney general)*, 2014 FC 651

² *The Constitution Act, 1982*, Schedule B to the *Canada Act 1982 (UK)*, 1982, c 11 [Charter]

³ *Canada (Attorney General) v. Downtown Eastside Sex Workers United Against Violence Society*, [2012] 2 SCR 524

⁴ *Immigration and Refugee Protection Act*, S.C. 2001, c. 27

⁵ *Canada Health Act*, R.S.C., 1985, c. C-6

⁶ *Ross River Dena Council Band v. Canada*, [2002] 2 SCR 816

binding the affects of the Crown's common law prerogative powers. The Crown's prerogative can only be abolished or exhausted explicitly or by implication, through the wording of the controlling statute. The common law rule of statutory interpretation has been codified in section 17 of the *Interpretation Act*⁷.

The applicant concedes that the controlling acts, IRPA and CHA are silent on prerogatives powers and therefore, the ~~OFC~~ are *intra vires* the executive branch of the Crown.

(iii) Breach of Procedural Fairness Duty

There is a general presumption that the government is open to assign priorities and set limits on social benefit plans and as such, not all decisions of the GOC attract a duty of fairness.

The issue of whether the GOC breached its duty by exceeded its limits to executive Crown prerogative, and thereby not conforming to the principles of procedural fairness under the *Charter*⁸, turns on whether the changes made to the IFHP were 'administrative and specific' or 'legislative and general'. This issue is known as the doctrine of legitimate expectations.

If the changes are determined to be administrative and specific, the overriding legal test for administrative procedural fairness is set out in *Baker v. Canada*⁹ and decisions will attract a duty of fairness. However, if the changes are determined to be legislative and general, the legal test derives from *Wells v. Newfoundland*¹⁰ where GOC decisions do not attract procedural rights.

The applicant concedes that in this case changes to the IFHP were not premised on a personal matter and instead, a legislative policy choice and therefore, do not attract a duty of procedural fairness.

(iv) Section 7 – Right to life, liberty and security

The issue for determining a violation of section 7 of the *Charter*¹¹, is whether the government's actions in changing the IFHP, deprives individuals of their right to life, liberty and security of the person and if so, whether the deprivation is in accordance with the principles of natural justice.

*Gosselin*¹² established the two-part legal test for a section 7 violation. Part (i) of the legal test asks whether the governmental actions constitute deprivation. The deprivation must be grounded in a fundamental *Charter*¹³ right and not just access to a statutory scheme.

The applicant concedes that the *Charter*¹⁴ does not impose a positive economic obligation on the government to provide state funded health care for refugees. Further, that the changes do not deprive refugees from using their own resources to seek health care. Having failed part (i) of the *Gosselin*¹⁵ test, there is no breach of section 7.

Section 12 – Right not to be subjected to cruel and unusual treatment and punishment

The applicants concede the IFHP changes do not constitute punishment contemplated under section 12.

The issue of determining cruel and unusual punishment turns on whether the changes constitute 'treatment' as defined under section 12 and if so, whether that treatment is 'cruel and unusual'.

Currently, there is no legal test for contemplating the definition of 'treatment' outside the penal or quasi-penal context, however, in *Rodríguez*¹⁶, the Court did express the possibility of 'treatment' being considered outside the penal or quasi-penal context.

⁷ *Interpretation Act*, R.S.C., 1985, c. I-21

⁸ *Charter*, supra note 2

⁹ *Baker v. Canada (Minister of Citizenship and Immigration)*, [1999] 2 SCR 817 [Baker]

¹⁰ *Wells v. Newfoundland*, [1999] 3 SCR 199

¹¹ *Ibid*

¹² *Gosselin v. Québec (Attorney General)*, [2002] 4 SCR 429 [Gosselin]

¹³ *Charter*, supra note 2

¹⁴ *Ibid*

¹⁵ *Ibid*

¹⁶ *Rodríguez v. British Columbia (Attorney General)*, [1993] 3 SCR 519

The applicant submits that refugees are subject to government control through the administration of the immigration process. The applicant asserts that changes to the IFHP were not necessary to achieve the legitimate goal of deterring unmeritorious claims or reducing costs to taxpayers. Therefore, the changes have limited social value. Moreover, the changes are arbitrary and opposed by a large segment of the population and thus do not agree with public standards of decency. The applicant submits that confining refugees to health coverage of their own often limited avails or charity, constitutes IFHP changes that amount to physical and psychological 'cruel and unusual' punishment. In particular, relating to pregnant women and children, which the Court in *Baker*¹⁷ recognizes as an important consideration that must be given substantial weight.

Section 15 – Equal protection, benefit, and treatment without discrimination

The issue for determining a violation of section 15 rests with the applicant demonstrating both fact and law, that the government has made a distinction based on an enumerated ground and that the distinction creates a disadvantage by perpetuating an arbitrary disadvantage, prejudice or stereotyping. If it is determined that a demonstrated distinction was made, the question becomes, can the distinction be defined as an acceptable ameliorative program under section 15 (2).

The legal test for section 15 was originally set out in *Andrews*¹⁸, and although the test has slightly evolved through *Law*¹⁹, *Kapp*²⁰ and *AG v A*²¹, the core principles of the test remain. Moreover, the legal test for section 15 (2) was further refined in *Cunningham*²² and *Kapp*²³.

The applicants submit that the IFHP changes draw a distinction to the level of health coverage provided between DCO and non-DCO refugee claimants. By providing a lesser amount of coverage to DCO countries, the IFHP changes have singled out refugee claimants based on their national origin. Furthermore, the classification distinction between DCO and non-DCO refugee claimants has an adverse differential effect on claimants from DCO countries by perpetuating a stereotype and a disadvantage to members of an already vulnerable, poor, and disadvantaged group. Finally, the applicant submits the IFHP changes disadvantage the specific refugee group the program intends to benefit, hence, widening the gap between the disadvantaged group and the rest of the refugee claimants.

Charter Violations and Section 1

Once the Court has deemed that state action has breached the *Charter*²⁴, the breach is subject to a legal test under section 1. The section 1 or *Oakes*²⁵ legal test is determinative as to whether the Court will permit the state action to survive the *Charter*²⁶ breach. The *Oakes*²⁷ test attempts to balance the negative impact of the Crown's actions on the individual against the goal of advancing an overarching public policy mandate. If the *Charter*²⁸ breach fails the *Oakes*²⁹ test, then the Court will look to section 24 for a remedy.

Once a violation is established, the *Oakes*³⁰ test begins by shifting the onus to the respondent to establish reasonable justification for the breach. There are two steps in the *Oakes*³¹ test. Step (i) determines whether the objectives of the Crown's actions are pressing and substantial. Step (ii) affirms

¹⁷ *Baker* supra note 9 at 67 to 70

¹⁸ *Andrews v. Law Society of British Columbia*, [1989] 1 SCR 143

¹⁹ *Law v. Canada (Minister of Employment and Immigration)*, [1999] 1 SCR 497

²⁰ *R. v. Kapp*, [2008] 2 SCR 483 [Kapp]

²¹ *Quebec (Attorney General) v. A*, [2013] 1 S.C.R. 61

²² *R. v. Cunningham*, [2010] 1 SCR 331

²³ *Kapp*, supra note 27

²⁴ *Charter*, supra note 2

²⁵ *R. v. Oakes*, [1986] 1 SCR 103 [Oakes]

²⁶ *Charter*, supra note 2

²⁷ *Oakes*, supra note 12

²⁸ *Charter*, supra note 2

²⁹ *Oakes*, supra note 12

³⁰ *Ibid*

³¹ *Ibid*

that the impairment of the rights is proportional to the objectives. In satisfying step (ii), the Court asks (a) are the chosen means rationally connected to the objectives of the program, (b) do the chosen means impair the *Charter*³² rights as little as possible, (c) is there proportionality between any deleterious effects and its salutary objectives so that attaining the goal is not outweighed by the breach of rights in question.

Section 1 Oakes³³ analysis

Step (i) – Are the objectives pressing and substantial?

The applicant concedes the IFHP changes satisfy pressing and substantial goals of cost containment, protecting the public's health and safety and protecting the integrity of Canada's immigration system.

However, the applicant contends that fairness to Canadians is not a pressing and substantial goal because there is insufficient evidence to support the premise that unfairness to Canadians existed prior to the IFHP changes.

Step (ii) – Are the rights infringements proportional to the objectives?

The applicant concedes that under step (ii) (a), it is reasonable to assume that by reducing the number of refugee claimants eligible for government funded medical coverage; the infringement will result in the goal of cost containment. In addition, the applicant concedes that there is a rational connection to the IFHP change objective of protecting the integrity of Canada's immigration system, by deterring abuse.

However, the applicant contends that under step (ii) (b) and (c), the pressing and substantial goals of the IFHP changes relating to cost containment and protecting the integrity of Canada's immigration system are not proportional to the objective. The applicant submits that there is no reliable evidence that the IFHP reduction to claimant benefits will directly reduce costs. Moreover, there is no evidence that reducing benefits is the only reasonable option to contain costs. Instead, the IFHP changes only serve to reallocate costs by shifting the onus to alternate private service providers and the provincial healthcare and social support schemes to cover any existing gaps in healthcare coverage.

On this issue of protecting the public's health and safety by reducing the extent of health coverage available to refugee claimants, the applicant submits that the IFHP changes actually increase the potential risk for public exposure to untreated communicable diseases.

Concerning the pressing and substantial goal of protecting the integrity of Canada's immigration system, there is no evidence that demonstrates any international norms where the denial of publicly funded healthcare was an effective means to deter unfounded refugee claims. In addition, there is no evidence that denying healthcare benefits is the least reasonable impairment option available to reduce healthcare system abuses. In contrast, denying healthcare benefits serves to promote suffering by decreasing a quality of life to an already vulnerable, poor, and disadvantaged population.

In conclusion, the applicant submits that overall, the IFHP changes are not justifiably necessary to advance the goals of cost containment, fairness to Canadians, protecting the public's health and safety and maintaining the integrity of Canada's immigration system by deterring abuse. Moreover, the detrimental impact of the IFHP changes significantly outweighs its intended benefits to Canadians.

The applicant submits that the OIC creating the IFHP changes are inconsistent with sections 12 and 15 of the Charter and asks the Court to find that the OIC are of no force or effect.

³² *Charter*, supra note 2

³³ *Oakes*, supra note 12

Bibliography

Jurisprudence

Andrews v. Law Society of British Columbia, [1989] 1 SCR 143

Baker v. Canada (Minister of Citizenship and Immigration), [1999] 2 SCR 817

Canada (Attorney General) v. Downtown Eastside Sex Workers United Against Violence Society, [2012] 2 SCR 524

Canadian Doctors For Refugee Care v. Canada (Attorney General), 2014 FC 651

Gosselin v. Québec (Attorney General), [2002] 4 SCR 429

Law v. Canada (Minister of Employment and Immigration), [1999] 1 SCR 497

Quebec (Attorney General) v. A, [2013] 1 S.C.R. 61

R. v. Cunningham, [2010] 1 SCR 331

R. v. Kapp, [2008] 2 SCR 483

R. v. Oakes, [1986] 1 SCR 103

Rodriguez v. British Columbia (Attorney General), [1993] 3 SCR 519

Ross River Dena Council Band v. Canada, [2002] 2 SCR 816

Wells v. Newfoundland, [1999] 3 SCR 199

Legislation

Canada Health Act, R.S.C., 1985, c. C-6

Immigration and Refugee Protection Act, S.C. 2001, c. 27

Interpretation Act, R.S.C., 1985, c. I-21

The Constitution Act, 1982, Schedule B to the Canada Act 1982 (UK), 1982, c 11 [Charter]

TAB 2 - B

Case Comment –

Baker v Canada (Minister of Citizenship and Immigration),
[1999] 2 SCR 817

Humber College, Bachelor of Applied Arts, Paralegal Studies

PERSONAL WRITING PORTFOLIO

Case Comment:
Baker v Canada (Minister of Citizenship and Immigration), [1999] 2 SCR 817

10/10 .

Student: Doug Taylor, [REDACTED]

Professor: Shirley Wales

Course: PLBA 3000

Date: October 10, 2014

Part 1: Analysis	Maximum: One page for Part 1 Total: 5 Marks <i>Answers must be in complete sentences.</i>
1 mark	<p>Ms. Baker was a Jamaican citizen who gave birth to four children after entering Canada as a visitor in 1981. Following her application for welfare in 1992, she faced a deportation order. Ms. Baker applied for an exemption based upon humanitarian and compassionate considerations, because she was receiving successful medical treatment for a psychiatric condition. The Federal Court Trial Division refused Ms. Baker's application, and after the Federal Court of Appeal affirmed the refusal, she appealed to the Supreme Court of Canada.</p>
2 marks	<p>Two of the issues identified by the Supreme Court of Canada were:</p> <ol style="list-style-type: none"> (1) What is the legal effect of a stated "question of general importance" under the Immigration Act on the scope of appellate review? (2) Whether discretion was improperly exercised when considering the interests of Ms. Baker's children? <p>The Supreme Court of Canada considered the following legislation:</p> <ol style="list-style-type: none"> (i) <i>Immigration Act</i>, R.S.C., 1985, c. I-2 (ii) <i>Immigration Regulations</i>, 1978, SOR/78-172, as amended by SOR/93-44 (iii) <i>Convention on the Rights of the Child</i>, Can. T.S. 1992 No. 3
2 marks	<p>The Supreme Court of Canada overturned the ruling of the Federal Court of Appeal, and returned the matter to the Minister for redetermination by a different immigration officer.</p> <p>The majority held that a "question of general importance" under the <u>Immigration Act</u> required a <u>Reasonable, Simpliciter</u> standard of appellate review. Since the immigration officer completely dismissed the interests of Ms. Baker's children, the officer's decision was inconsistent with the values underlying the grant of discretion and breached the procedural rules of natural justice. The court decided that as a matter of fact, the immigration officer's notes amounted to a reasonable apprehension of bias consistent with the legal test set out in <i>Committee for Justice and Liberty v. National Energy Board</i>, [1978] 1 S.C.R. 369, at p. 394.</p>

Part 2 - Comment – 5 Marks

One Page Maximum – double-spaced, Times New Roman 12

By requiring a ~~Reasonable~~ ~~Simpliciter~~ standard of appellate review in *Baker v Canada (Minister of Citizenship and Immigration)*, [1999] 2 SCR 817 (“*Baker*”), the Supreme Court of Canada reinforced the flexible approach to judicial review standards.

The *Baker* decision promotes a shift away from the traditional rigid and inflexible approach to judicial review of executive decisions conferred by statute. Prior to *Baker*, the Federal Court of Appeal used the ~~Patent~~ ~~Unreasonableness~~ standard to avoid intervening in immigration cases that involved significant substantive aspects of discretion.

By requiring the Reasonable Simpliciter standard, the court intended to promote a practical framework for approaching administrative law decisions. Instead of a rigid and inflexible approach that delineates decisions founded in discretion and law, the Reasonable Simpliciter standard allows a contextual approach to inform the process. A contextual approach encompasses societal values and Charter principles and both serve to influence the framework relevance by allowing for growth and evolution.

By applying the Reasonable Simpliciter standard in *Baker*, the court rejected the prior common law division between discretionary and non-discretionary decisions. Using the Reasonable Simpliciter standard of appellate review in immigration cases involving ministerial discretion, maintains considerable deference intended in the statute, while balancing the core principles of the rule of law.

1. _____ Taylor _____ Doug _____
Last Name *First Name*

2. _____
Last Name *First Name*

Total:	10 marks
Part 1 Analysis 5 marks	<p>5/5 indicates excellent analysis of the legal arguments and the outcome; excellent grammar</p> <p>4/5 indicates good comprehension of the legislation and legal arguments; good grammar</p> <p>3/5 indicates generally good comprehension of the legal arguments and outcome; use of grammar is acceptable</p> <p>2/5 indicates significant difficulty in comprehending the legal analysis and outcome of the case; significant problems with grammar</p> <p>1/5 indicates major errors in analysis, poor grammar and structure</p> <p>0/5 indicates major errors in comprehension of legal arguments and outcome, significant errors in grammar, and / or failure to use template and/or to submit typed version.</p>
Part 2 Comment 5 marks	<p>5/5 indicates outstanding comprehension of the public policy component of the decision, excellent structure, organization and grammar</p> <p>4/5 indicates superior comprehension of the public policy issues, well-organized, and good grammar</p> <p>3/5 indicates good comprehension of the public policy aspects, good structure and grammar</p> <p>2/5 indicates some difficulty in comprehending or expressing the public policy aspects of the decision; significant errors in grammar and/or poor structure</p> <p>1/5 indicates poor comprehension of the policy aspects and/or major errors in grammar and/or poor structure</p> <p>0/5 indicates failure to identify public policy aspects and/or major errors in grammar and structure, and / or to submit a typed version.</p>

TAB 2 - C

Case Comment –

TurnAround Couriers Inc. v. C.U.P. W., (2012) 2012 CarswellNat 264, [2012] F.C.J. No. 172, 2012 FCA 36 (F.C.A.) reversing (2010), 2010 CarswellNat 5810, 2011 C.L.L.C. 220-009 (C.I.R.B.)
Humber College, Bachelor of Applied Arts, Paralegal Studies

PERSONAL WRITING PORTFOLIO

$$\frac{13\frac{1}{2}}{15}$$

Well done!

Case Comment:

TurnAround Couriers Inc. v. C.U.P. W. (2012)

2012 CarswellNat 264, [2012] F.C.J. No. 172, 2012 FCA 36 (F.C.A.)
reversing (2010), 2010 CarswellNat 5810, 2011 C.L.L.C. 220-009 (C.I.R.B.)

Student: Doug Taylor, [REDACTED]

Professor: Bernard Aron

Course: PLBA 3002

Date: September 29, 2014

In ***TurnAround Couriers Inc. v. C.U.P. W. (2012)***, TurnAround Couriers Inc.

[(“TurnAround”) is the Applicant, and The Canadian Union of Postal Workers (“CUPW”) is the Respondent.

The nature of this case comment concerns a Federal Tribunal’s jurisdiction to hear a labour dispute involving a courier company]

Facts

Background

Established in 2002, TurnAround established a local for-profit corporation that operated a “same-day” courier service. Their primary service was a ‘transit courier’, including courier delivery by foot, bicycle, and subway. The company provided a secondary delivery service by car, through another outsourced company. TurnAround temporarily employed ‘at risk’ youth as couriers, in the Greater Toronto Area. TurnAround’s “social enterprise” goal was to re-integrate their couriers into the economic mainstream, by providing an opportunity for their couriers to learn new skills. The company assisted their six bicycle and two walking employees, by providing them interest free loans to purchase bikes, helmets, locks, and maps. Further, TurnAround provided their couriers with educational scholarships for returning to school.

On June 8, 2010, CUPW applied to the ~~Federal~~ Canadian Industrial Relations Board (“the CIRB”) to act as the bargaining agent for TurnAround’s courier employees. The CIRB granted CUPW’s application based on the definition of providing a postal service under s. 91 (5) of the *Constitution Act*¹. They rejected TurnAround’s contention that the company was not subject to the

¹ *Constitution Act*, 1867, (U.K.), 30 & 31 Viet., c. 3, reprinted R.S.C. 1985, App. II, No.5, s 91 (5) [Constitution Act]

jurisdiction of the *Canada Labour Code*² (“the Code”), because they carried on their courier business solely in the Province of Ontario.

On October 18, 2010, TurnAround’s owner, Richard Derham, retained counsel and filed a reconsideration application to challenge the CIRB’s application hearing order. TurnAround contended that the CIRB did not have jurisdiction to consider CUPW’s application. CIRB upheld their certification order.

Following the outcome of the reconsideration hearing, TurnAround filed with the Federal Court of Appeal (“The Court”) for judicial review.

Issue

Whether, TurnAround’s courier services constituted a ‘postal service’ within the meaning of section 91 (5) of the *Constitution Act*³.

Analysis

Canadian Industrial Relations Board

At the reconsideration hearing, the CIRB affirmed they had requisite jurisdiction over TurnAround’s operations and they upheld their original decision. The CIRB determined the legal issue to be decided at the hearing was whether TurnAround’s business was operating postal service under Federal jurisdiction.

² *Canada Labour Code*, R.S.C. 1985, c. L-2 [Code]

³ *Constitution Act*, *supra* note 1.

The CIRB noted that with limited exceptions, labour relations were presumptively under

- ✓ Provincial jurisdiction ~~in the Code~~⁴. The CIRB determined the only applicable *Code*⁵ exception to the current reconsideration hearing was under s. 91 (5) of the *Constitution Act*⁶. Under section 91 (5), postal services are governed by the *Canada Post Corporation Act*⁷ ("the CPC Act"). The CPC Act⁸ creates the Canada Post Corporation ("the CPC") with the object to create and operate "a postal service"⁹ that collects and distributes mail nationally and internationally. Section 15(1)(e) of the CPC Act¹⁰ excludes messenger services from the objective of the s. 15(1)(a) mandate, which is to create and operate postal services in Canada.

- you could discuss the exception

- ✓ Despite the exclusionary clause, the CIRB reasoned that Parliament's intent was not to limit postal services to the exclusive mandate of the CPC. The CIRB reached this conclusion because the statute's facial interpretation read "a postal service", instead of "the postal service". The CIRB discerned that the statute was inclusive of TurnAround's services, contingent on satisfying the definition of 'postal service'. The Supreme Court of Canada's broad interpretation in *Reference re Minimum Wage Act (Saskatchewan)*¹¹, informed the CIRB's understanding of the definition of 'postal service'.

Good!

- In addition correspondingly, the CIRB relied on *Northern Telecom Ltd v. Communications Workers of Canada*¹² to take a functional and practical approach in analyzing TurnAround's operations. The CIRB concluded ... "The facts in this case demonstrate that the pith and substance of TurnAround's operations is the collection, transportation and delivery, for a fee, of ... letters and small packages, are clearly "mailable matter" within the meaning of the CPC Act ..."¹³

⁴ Code, *supra* note 2

⁵ Ibid

⁶ Constitution Act, *supra* note 1.

⁷ Canada Post Corporation Act, R.S.C. 1985, c. C-10 [CPC Act]

⁸ Ibid

⁹ CPC Act, *supra* note 7, s 5(1)(a)

¹⁰ CPC Act, *supra* note 7

¹¹ Reference re Minimum Wage Act (Saskatchewan), [1948] S.C.R. 248 (S.C.C.), at 270 (Minimum Wage Act Reference) [Min Wage Act]

¹² Northern Telecom v. Communications Workers, [1980] 1 S.C.R. 115

¹³ 2010 CarswellNat 5810, 2011 C.L.L.C. 220-009, 2010 CIRB 544, 232 C.L.R.B.R. (2d) 247 [Carswell] at 33

The CIRB maintained that TurnAround was subject to federal legislation, because they provided a postal service by definition under the *Constitution Act*¹⁴.

In conclusion, the functional test framed in *Reference re Minimum Wage Act* ✓(*Saskatchewan*)¹⁵ informed the broad interpretative context of the CIRB decision. They relied on the *CPC Act*¹⁶ to seek a legislative definition of 'postal services'. Ultimately, the CIRB decided that the legislation construed a parliamentary intent not to confine federally regulated postal service to the CPC. Their decision permitted the inclusion of TurnAround in the statutory definition of 'postal services', thus, enacting federal jurisdiction under s.91 of the *Constitution Act*¹⁷.

Federal Court of Appeal

On February 2, 2012, John M. Evans J.A. delivered the Court's decision to TurnAround's ✓Judicial Review application.

✓ The Federal Court of Appeal relied on a functional test to frame the interpretative context of their decision. Contrary to the CIRB, the Federal Court of Appeal's purposive approach to constitutional interpretation was informed by the test set out in *NIL/TU, O Child and Family Services Society c. B.C. Government and Service Employees' Union*¹⁸. An inquiry into TurnAround's operations led the Court to conclude that TurnAround's limited scope of service ✓precluded the company from federal involvement. Quoting Justice Evans at paragraph 25, "*Its habitual activities and daily operations*" are so local and limited in nature as to suggest that *TurnAround is not a federal undertaking*."¹⁹

¹⁴ *Constitution Act*, *supra* note 1.

¹⁵ *Min Wage Act*, *supra* note 10

¹⁶ *CPC Act*, *supra* note 7

¹⁷ *Constitution Act*, *supra* note 1.

¹⁸ *NIL/TU, O Child and Family Services Society c. B.C. Government and Service Employees' Union*, [2010] S.C.C. 45, at 3

¹⁹ 2010 CarswellNat 5810, 2011 C.L.L.C. 220-009, 2010 CIRB 544, 232 C.L.R.B.R. (2d) 247 at 25

[Criticism of the CIRB]

In broaching the subject of postal service and the creation of the Canada Post Corporation,

✓ Justice Evans provides contextual background through an uncontroversial affidavit by Dr.

Campbell, an academic in political science and public policy. Dr. Campbell provides five significant facts in defining CPC's purpose:

- (i) Within certain weight parameters, the CPC must provide a nationally universal service by collecting and delivering mail anywhere in Canada.
- (ii) CPC's services must remain universally affordable and may include subsidizing costs of service in remote areas from the more profitable, densely populated areas of Canada.
- (iii) The structure of the postal service requires a national operation network, including a national address system, post offices, sorting plants and payment systems.
- (iv) ✓ The federal government or a designated public entity must operate and regulate the postal service. This requirement is necessary to ensure operational viability and sustainability.
- (v) The CPC is subject to Universal Postal Union ("the UPU") standards through an international treaty. As an agency of the United Nations, the UPU establishes binding international postal service standards.²⁰

In summary, the Court held that of TurnAround's services fall short of the statutory definition

✓ of 'postal services' under the *Constitution Act*²¹. In reaching their decision, they applied the academic context of historical analysis as a framework for a purposive constitutional interpretation. The Court held that when viewed through the lens of a historical approach to a

²⁰ Carswell, *supra* note 13 at 46 to 51

²¹ *Constitution Act*, *supra* note 1.

purposive constitutional interpretation, TurnAround's services did not amount to the national system managed or affiliated with the CPC.

Furthermore, the Court also held that the CIRB gave too much credence to the definition of 'postal service' in the *CPC Act*²². According to the Court, the CIRB misinterpreted functional test framed in *Reference re Minimum Wage Act (Saskatchewan)*²³. The Court held that CIRB's conclusion flowed from a flawed premise, that the legislation construed a parliamentary intent not to confine federally regulated postal service to the CPC. By contrast, the Court sought constitutional interpretation from a leading academic scholar.

Moreover, public policy interests framed the Court's decision. The Court weighed the importance of establishing a constitutional interpretative approach premised on predictability and certainty, rather than an ad hoc case-by-case analysis.

Conclusion

TurnAround was successful in their application for Judicial Review. John M. Evans J.A. delivered the Court's decision to set aside the CIRB's decision and quash the CIRB's order.

Critique

Historically, the Industrial Revolution ushered in an era of poor employment conditions. The imbalance of power often put employees at a significant disadvantage. Without the power to negotiate with their employer, workers often resorted to socially disruptive tactics to disrupt the industrial machine. In response to the civil unrest, the Canadian government responded by introducing legislation to regulate labour disputes.

²² *CPC Act*, *supra* note 7

²³ *Min Wage Act*, *supra* note 11

Labour unions have generally brought significant development to Canadian legislation and substantive common-law. Despite the labour unrest, strikes, and increased consumer costs, labour unions played a major role in shaping the current labour law environment. Powerful lobby groups such as the Canadian Labour Congress were instrumental in bringing about legal challenges to the federal government's constitutional authority over labour laws. Eventually, s.91 and s.92 *Charter*²⁴ challenges delineated the constitutional division of federal and provincial powers. Eventually, federal jurisdiction over labour was reduced to industries that have extra-provincial or international characteristics. The majority of labour laws now rest with the provinces.

The repatriation of the *Constitution*²⁵ and the introduction of the *Charter*²⁶ have encouraged modern labour relations to continue to shape Canadian contract and arbitration law. Furthermore, legal efforts by organized labour unions continue to encourage legislation that advances the values of employee rights such as the creation of occupational health and employment standards.

As a political power, labour unions hold the government accountable to a 'good governance' mandate. In response, the government enacts legislation to balance the diverse social demands of commerce and employment standards. Through their tumultuous rise in the early part of the century, labour unions continue to affect positive change in the evolution of present-day Canadian law.

— consider impact of union on
TurnAround

²⁴ *Canadian Charter of Rights and Freedoms*, Part I of the Constitution Act, 1982, being Schedule B to the *Canada Act 1982* (UK), 1982, c 11. [Charter]

²⁵ *Constitution Act*, *supra* note 1.

²⁶ *Charter*, *supra* note 24

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TAB 2 - D

Case Comment -

Reasonable Apprehension of Bias

Sternberg v Ontario Racing Commission, 2008 ON SCDC

Humber College, Bachelor of Applied Arts, Paralegal Studies

PERSONAL WRITING PORTFOLIO

Course: PBLA 206 – Fall 2013

Student: Doug Taylor

Professor: Bernard Aron

$$\frac{14\frac{1}{2}}{15}$$

Outstanding presentation!

Reasonable Apprehension of Bias - Case Comment
Sternberg v Ontario Racing Commission, 2008 ON SCDC

Overview

This case comment is based on *Sternberg v Ontario Racing Commission*, 2008 ON SCDC. The case was heard by the Ontario Divisional Court on judicial review from an order made during a hearing, by a Panel of the Ontario Racing Commission. The Ontario Divisional Court quashed the Panel's order.

This case comment will focus on whether, the Panel of the Ontario Racing Commission ~~held an~~ ^{created} reasonably held an apprehension of bias during the course of their hearing process, and whether the Panel exceeded their jurisdiction in adjudicating contempt proceedings.

Statement of Facts

✓ The Ontario Racing Commission revoked the licenses of Robert Zubkoff and Kelly Lester, for breaching of the Rules of Standardbred Racing. They appealed the decision of the Commission and retained a lawyer, Gerald Sternberg. On March 6, 2008, Sternberg and his clients, appeared before a Panel of the Ontario Racing Commission, to hear the licensing appeal. Sternberg ✓ verbally attacked the Committee Chair, Rod Seiling, for interfering during the cross-examination of Paul Harrison, an Administration witness and steward. Following the brief verbal exchange with Seiling, Sternberg continued his cross-examination and the remainder of the hearing ✓ concluded without further incident. On March 13, the Panel delivered their reserve decision, upholding the previous order which revoked the licenses of Zubkoff and Lester.

✓ On March 27, 2008, a Panel of the Ontario Racing Commission sent a notice to Sternberg indicating their intent to review his conduct from the March 6 hearing, consider whether a response was appropriate, and decide what form the Commission's response should take.

Sternberg requested the matter be adjourned. Without reasons, the Panel denied Sternberg's request.

✓ At the next monthly meeting on April 24, 2008, Sternberg appeared before the six member Panel as they met to consider Sternberg's conduct. Two members of the current conduct review Panel, had also presided as Panel members in the previous license appeal hearing.

During submissions at the conduct review hearing, Sternberg apologized for his behavior. ^{three times.}

✓ At the conclusion of submissions, the Chair indicated the Panel would recess to render their decision. Eight minutes later, the Panel reconvened and delivered a type-written fifteen-page decision, lasting twenty-five minutes. The Panel concluded that Sternberg had failed to apologize, and therefore ordered, his prohibition from appearing as counsel before the Commission, pending the receipt of an unqualified apology.

✓ Sternberg applied for judicial review of the decision made by the Panel of the Ontario Racing Commission on April 24, 2008. Sternberg contended that the Panel was biased because the panel prejudged the discipline hearing and because two of the six members also presided on the panel from the previous hearing in question. In addition, the Panel exceeded their jurisdiction by conducting a contempt hearing.

Issues

There are the following two key issues:

- ✓
- (i) Whether there was a reasonable apprehension of bias in the second hearing.
 - (ii) Whether the Panel of the Ontario Racing Commission exceeded their jurisdiction in conducting a form of contempt hearing in regard to Sternberg.

Analysis of apprehension of bias

Delivering the ^{decision} judgment on behalf of the Ontario Divisional Court, Justice Carnwath found numerous instances where the Panel of the Ontario Racing Commission erroneously conducted the hearing, in a way that gave rise to a reasonable apprehension of bias towards Sternberg. Specifically, Justice Carnwath found the following errors in discretion thereby breaching procedural fairness:

- (i) The Panel did not provide any rationale for denying Stenberg's adjournment request.¹
- ✓ (ii) The Panel prejudged the issues, and the decision of the Panel was prepared before the hearing.²

- ✓ (iii) The Panel's written decision did not accurately reflect Stenberg's actual oral testimony at the hearing and, the panel did not sufficiently consider the importance of their decision and how the decision would personally affect Stenberg.³
- ✓ (iv) The Panel's inclusion of two members from the appeal hearing gave rise to a reasonable apprehension of bias⁴
- (v) The Panel precluded the applicant from making submissions as to penalty.⁵

Analysis of the implicit contempt hearing

✓ Justice Carnwath held that the manner in which the Panel of the Ontario Racing Commission conducted the hearing, equated to a form of a contempt hearing, thus, contravening s. 13 of the *Statutory Powers Procedure Act*.⁶ The Panel exceeded their jurisdiction in adjudicating on the issue of contempt.

✓ While the Panel can consider contempt allegations, the jurisdiction in doing so, is confined to determining whether a *prima facie* case has been made out, as defined under s. 13 of the *Statutory Powers Procedure Act*.⁷ When the Commission determines that a case has been made out, their mandate is to bring forward a case of contempt to the Divisional Court for adjudication.⁸

✓
✓ Justice Carnwath rejected the submission of the Panel, that when they issued their April 24, 2008 order prohibiting Sternberg from appearing as counsel before the Commission, the Panel did so under the authority provision in s.23 (1) of the *Statutory Powers Procedure Act*.⁹ Justice Carnwath cited five specific passages, from pages seven to fourteen of the Panel's decision, which contained persuasive examples that the hearing held the appearance and substance of a contempt hearing. Specifically, the Panel listed five consequences of Sternberg's discourse:

- Well done!
- ✓ (i) Demean the Office of Chair of the Ontario Racing Commission.
 - (ii) Ridicule and scorn the person serving in that position.
 - (iii) Vilify the adjudicative function of the Ontario Racing Commission.
 - ✓ (iv) Disparage the adjudicative qualification of the Racing Commissioners.
 - (v) To bring disrepute to the institution of the Racing Commission.¹⁰

By virtue of conducting a contempt hearing, the Panel exceeded their regulatory jurisdiction over statutory power of decision, conferred by the enabling statute.

Examination of the Outcome from the Divisional Court

✓ Delivering the ^{decision} judgment on behalf of the Ontario Divisional Court, Justice Carnwath held that the order made by the Panel of the Ontario Racing Commission be quashed on the grounds that the actions taken by the Panel in the hearing, constituted a reasonable apprehension of bias towards Sternberg¹¹. In addition, Justice Carnwath held the Panel exceeded their jurisdiction by conducting a contempt hearing.¹² Furthermore, Justice Carnwath held that the Ontario Divisional Court was satisfied with the launch of the Panel's formal complaint to the Law Society of Upper Canada, holding it was the proper forum to consider Sternberg's misconduct allegations.¹³ Having rendered their decision and given reasons for their ruling, the Ontario Divisional Court did not order a new hearing. Instead, they held that revisiting this matter in front of the Commission would serve no useful purpose.¹⁴

Case Critique

Analysis of the Legal Representative's Conduct

✓ The conduct of Gerald Sternberg in the *Sternberg v Ontario Racing Commission*¹⁵ during the Panel of the Ontario Racing Commission hearing was inappropriate, and did not adhere to the principles under the *Law Society of Upper Canada's Rules of Professional Conduct*, Rule 4.01 (1). Under this rule, the lawyer's role is to act as an advocate "... while treating the tribunal with candor, fairness, courtesy, and respect and in a way that promotes the parties' right to a fair hearing where justice can be done."¹⁶ When Sternberg's disposition towards the Panel chair became antagonistic and when he verbally attacked the chair personally, he neglected his role as advocate, thus prejudicing the rights of the client to a fair trial. As an advocate for his client and officer of the court, Sternberg had a duty to maintain dignity, decorum and courtesy in the interests of the process of administration of justice.

Analysis of the Tribunal Members' Conduct

✓ The manner in which the six-member review Panel of the Ontario Racing Commission, conducted the assessment hearing to deal with conduct of Gerald Sternberg's conduct in the *Sternberg v Ontario Racing Commission*¹⁷ did not follow the rules of natural justice doctrine in providing procedural fairness.

✓ The precedent for testing procedural fairness was defined by the Supreme Court of Canada in *Baker v Canada*¹⁸, and contains a non-exhaustive list of factors that are relevant to determine the content of the duty of procedural fairness. In reaching their conclusion, and delivering their order, the Panel failed to consider several factors, including: the nature of the decision being made and the process followed, the legitimate expectations the person challenging the decision, the choices of procedure made by the agency itself and the nature of the statutory scheme and terms of the statute pursuant to which the body operates.¹⁹

✓ Sternberg was given the opportunity to present his case and he apologized to the Panel for his inappropriate conduct.

In consideration of the regular practices of the Panel and by personally appearing to submit oral testimony, Sternberg had a legitimate expectation the Panel would adhere to their duty of fairness, when considering his procedural rights. In addition, the Panel was in contravention of typical procedure when they produced a written decision which was prepared prior to the hearing.

In rendering a decision that did not take into consideration Sternberg's oral testimony, it was incumbent upon the Panel to appreciate that, more likely than not, it would be held by an informed person, to constitute a substantial apprehension of bias towards Sternberg.

¹ *Sternberg v Ontario Racing Commission*, 2008 ON SCDC, at para. [8]

² *Ibid*, at para. [13] [15] [18]

³ *Ibid*, at para. [13]

⁴ *Ibid*, at para. [9] [18]

⁵ *Ibid*, at para. [18]

⁶ *Statutory Powers Procedure Act*, R.S.O., 1990, c. S.22, s. 13

⁷ *Statutory Powers Procedure Act*, *supra*, s. 13.

⁸ *Sternberg v Ontario Racing Commission*, *supra*, at para. [20] [21]

⁹ *Ibid*, at para. [22]

¹⁰ *Ibid*, at para. [23]

¹¹ *Ibid*, at para. [19]

¹² *Ibid*, at para. [24]

¹³ *Ibid*, at para. [27]

¹⁴ *Ibid*, at para. [26]

¹⁵ *Sternberg v Ontario Racing Commission*, *supra*

¹⁶ *The Law Society Of Upper Canada*, Rules of Professional Conduct, RULE 4: Relationship to the Administration of Justice, at 4.01 (1) The Lawyer as Advocate (Commentary), online:

<<http://www.lsuc.on.ca/WorkArea/DownloadAsset.aspx?id=2147489379>>, at para. [1]

¹⁷ *Sternberg v Ontario Racing Commission*, *supra*

¹⁸ *Baker v Canada (Minister of Citizenship and Immigration)*, [1999] 2 SCR 817

¹⁹ *Ibid*, at para. [2]

TAB 2 - E

Report –

Analysis of a Social Entrepreneur: Fiona Sampson

Humber College, Bachelor of Applied Arts, Paralegal Studies

PERSONAL WRITING PORTFOLIO

Fiona Sampson: The Inspirational Journey of a Canadian Legal Social Entrepreneur

Student: Doug Taylor, [REDACTED]

Professor: Rumeet Billan

Course: SOCI 3001 Fall 2014

Date: September 20, 2014

Word Count: 1,300

Introduction

For an innovation driven social entrepreneur, common-law based legal systems do not appear to be a welcoming environment. Legal reform is measured and evolutionary rather than rapid and revolutionary, *"The judiciary should confine itself to those incremental changes which are necessary to keep the common law in step with the dynamic and evolving fabric of our society."*¹ The doctrine of judicial precedent is at the heart of the common-law system of rights and duties. Adherence to precedent contributes to maintaining stability, which in turn, promotes predictability. The legal community generally accepts the notion that a gradual developing law provides certainty and hasty reformism begets instability.

Fiona Sampson thrives as a change agent, despite the systemic confines of a common-law legal system. As a lawyer, she advocates for women's equality rights. Fiona holds a Ph.D. from Osgoode Hall Law School in women's equality law. She is a Human Rights Director with *Canadian Lawyers Abroad* and sits as an adjudicator on the *Ontario Human Rights Commission*. Fiona is a role model in the field of Canadian law and justice. As one of three *Canadian Ashoka Fellows* in the legal sector, she embodies the true social entrepreneur definition.

Background

Fiona has built a substantial and diverse professional volunteer network over her professional career. She has served as the legal consultant for the *Ontario Native Council on Justice*, the *DisAbled Women's Network (DAWN) of Canada*, the Director of Litigation at the *Women's Legal Education and Action Fund (LEAF)* and as the Legal

¹ *Hill v. Church of Scientology of Toronto*, [1995] 2 SCR 1130 at paras 117-20 [Hill].

Director at *Metro Action Committee on Violence Against Women and Children*. She connects her volunteer network to local communities that practise Commonwealth law. Fiona's primary goal is to hold governments accountable for human rights violations against women.

The Equality Effect

In 2010, Fiona founded *The Equality Effect* ("e2") with the purpose to affect changes in how to uphold, enforce, and protect gender equality laws in Ghana, Kenya, and Malawi. The e2 organization focuses on identifying a method to utilize laws as a catalyst to explore and eradicate political, social, and economic inequalities experienced by women and girls.

According to the University of South Africa, in 2013 *Interpol* named South Africa as the world's rape capital. Furthermore, *Interpol* indicated that statistically, women born in South Africa are more likely to be raped than educated. They estimate that one woman is raped every seventeen seconds and despite the volume of reported crimes against women, law enforcement authorities only prosecuted one-third.²

As a result, the *General Assembly of the United Nations* adopted gender inequality as one of their eight *Millennium Development Goals* in their *Millennium Declaration*.³ In 2014, the *UN High Commission for Refugees* and the United Kingdom government hosted a global summit to end sexual violence in conflict.⁴

² Compiled by Rivonia Naidu-Hoffmeester and Rajiv Kamal (2013, February). South Africa, the world's rape capital. *University of South Africa*. Retrieved from <http://www.unisa.ac.za/news/index.php/2013/02/south-africa-the-worlds-rape-capital/>

³ United Nations General Assembly. 2000. "55/2. United Nations Millennium Declaration": p. 5, III (20), p.9, VIII (30). Retrieved September 14, 2014 (<http://www.un.org/millennium/declaration/ares552e.pdf>).

⁴ Government Digital Service. "Global Summit to End Sexual Violence in Conflict" Retrieved September 14, 2014 (<https://www.gov.uk/government/topical-events/sexual-violence-in-conflict>).

e² Projects

e² created three distinct projects to serve their mission of creating sustained social value for women in South Africa: '*160 Girls*', '*Customary Law Project*' and '*3 To Be Free*'.

The goal of the *Customary Law Project* is to leverage academia to analyze the impact and relationship between customary law and women's rights. By framing the discussion, e² can advocate for policy reform and raise awareness by delivering education to the community. The *160 Girls* project deploys a custom litigation strategy that applies pressure to law enforcement, the judiciary, and political structures to enforce and prosecute offenders according to existing laws. Finally, *3 to Be Free* is a project that aims to end spousal rape. In Ghana, Kenya, and Malawi, offenders receive legal impunity because under the Penal Code marital rape is sanctioned.⁵

e² Project Outcomes and Challenges

In 2010, the *160 Girls* project enabled 160 girls to seek justice for acts of sexual assault. By 2012, the petitions grew to over 200. The *160 Girls* project achieved success by winning a landmark ruling by the Kenyan courts in May 2013. According to findings in the judicial ruling, the Kenyan government violated domestic, regional, and international human rights laws set to protect women. Building on their successful *160 Girls* project litigation, e² remains focussed on law reform as they develop a strategy to launch a national public legal education campaign.

Despite their successful outcome in Kenya, e² continues to face a multitude of significant logistical and cultural challenges. Their success exacerbates the burden of

⁵ The Equity Effect. 2014. "Projects" Retrieved September 14, 2014 (<http://theequityeffect.org/3-to-be-free/>) [e²].

utilizing scarce resources with greater efficiency. Litigation is innately expensive and the necessity of interdisciplinary and inter-jurisdictional expertise increases the fiscal demands on *e²* as a social enterprise. Further fundraising capability will sustain *e²*'s litigation success and strengthen their tangible value outcomes.

One branch of *e²*'s social innovation mandate is changing the law through successful litigation. The second branch encompasses legal education. Since public legal education carries the law reform legacy, increased dialogue raises legal awareness and educational information leads to empowerment. *e²* solidifies the roots of sociopolitical reform by equipping the community with knowledge. Changing cultural values about inequality is critical to success when addressing the systemic biases inherent in the roots of patriarchal political structures. Through the lens that 'the law as a living tree', *e²* will feed the roots of equality injustice by serving innovative reform. The legal reforms will result in precipitative growth into previously uncontested areas of the law.

In summary, a direct quote from *e²*'s website, speaks to the impact of their social enterprise ...

As three-time Amnesty International Media award-winner and author Sally Armstrong writes: "Once, in a very long while, maybe once in a lifetime, you get to witness a story that shifts the way an entire country or continent sees itself. The process of change is usually daring, certainly time-consuming, invariably costly, occasionally heart-breaking, and eventually an exercise so rewarding that it is the stuff of legends; this is the story of the equality effect."⁶

⁶ [*e²*], supra note 5 at "ABOUT THE EQUALITY EFFECT" (<http://theequalityeffect.org/what-we-do/>)

Commentary

Since the global community has a moral interest in creating value for every individual, it follows that the *International Monetary Fund* and the *United Nations Interregional Crime and Justice Research Institute*, should form a strategic alliance. Their consolidated goal would be to accelerate and incentivise political law reforms on equality rights for women. Drawing on the smaller social enterprises local expertise as in the case of *e²*, a global policy on supporting good governance policies could be encouraged through financial incentive.

To satisfy qualification requirements, a participating government would require strict adherence to an objective criteria. Building capacity for social innovation, engaging vulnerable populations, and building linked socio-ecological resilience would be key components to framing the objective criteria. The objective criteria framework is informed by the operating and resource strategies of the social innovation goal.

The *Legal Aid Ontario* model can serve as an exemplifier to the structure of the proposed operational social business model, by leveraging community based resources to deploy an organization strategy. Social enterprises like *e²* serve to ensure community level cultural considerations flow into regional structures and national policies, thus, integrating the 'bottom-up' approach. A multi-layered integration of the social innovation model ensures cultural sensitivities are inherent. The result is an increased populist acceptance and ensuring accountability to the social innovation mission and goal. Including the *International Monetary Fund* and *United Nations* agencies, ensures 'top-down' sustainability. Furthermore, their engagement encourages developed countries to support good governance practises and work towards a mandate of fostering prosperity.

15/15

Excellent.

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TAB 2 - F

Memorandum of Law –

Regulatory Negligence in Tort: Liability of the Ministry of Health Canada for Public Health Failures

Humber College, Bachelor of Applied Arts, Paralegal Studies

PERSONAL WRITING PORTFOLIO

Course: PBLA 258 Winter 2013

Student: Doug Taylor

Professor: Albert Ferranti

Assignment # 1 – Memorandum of Law:

Regulatory Negligence in Tort: Liability of the Ministry of Health Canada for Public Health Failures.

Memorandum

To: Albert Ferranti

From: Doug Taylor, Paralegal Student

Date: Thursday, February 27, 2014

Re: Regulatory Negligence in Tort: Liability of the Ministry of Health Canada for Public Health Failures.

I. Introduction

A client was implanted with a defective heart valve and is seeking a compensatory remedy from the Ministry of Health ("Health Canada") for a pure economic loss. Health Canada imported and publicly represented the safety of the device to the general public. As per your request, I have prepared the following memo setting out the cause of action that I will be recommending to my client. The focus is proving fault on behalf of Health Canada, using the legal requirements for what constitutes a special duty of care in regulatory negligence. I have researched the applicable legislation (statutes and regulations) and relevant case law in this area.

II. Facts

The client alleges that she suffered catastrophic and total impairment following the implantation of a defective heart valve at a public hospital. The imported heart valves were manufactured in the UK and sold in Canada. By statute, Health Canada was responsible for monitoring safety and regulating use of the heart valves for the general public. It is alleged that despite becoming aware of the false representations made by the heart valve manufacturer, Health Canada did not restrict importation into Canada. Instead, they continued to reassure the public by promoting the product's safety.

OK.

III. The Issues

1. Does Health Canada owe a *prima facie* private law duty of care in regulatory negligence?
 - a. Does a special and close relationship exist to support a *prima facie* duty of care?

- b. Are there any policy implications that may limit imposing *prima facie* duty of care?

IV. Conclusion

A survey of the applicable legislative scheme is silent on whether a private law duty of care is either explicitly or by implication, imposed or foreclosed on Health Canada.

A survey of Canadian jurisprudence suggests a general reservation toward imposing a private law tort duty upon regulators when acting in the public interest. The liability of statutory public authorities is being displaced by underlying public policy considerations. Current judicial consideration is trending towards interpreting statutory schemes in favour of the public authority's duty to protect the public, thus, reducing the emphasis on recognizing a legal *prima facie* duty of care.

In conclusion, a private law tort duty will tend to not be imposed on a public regulator such as Health Canada merely on the basis of regulatory negligence. A claimant must establish that the regulatory scheme was intended to protect personal interests, rather than those of the public at large. Ultimately, a claimant must distinguish that the conduct of the regulator exceeded mere interaction in carrying out its statutory mandate. To meet the requirement for a special statutory duty of care, the regulator's conduct must be an explicit interaction, creating a close and direct relationship.

Based on the facts presented and the results of my analysis, I recommend that if the client is intent on proceeding with civil litigation, they should exercise careful consideration and extreme caution.

V. Analysis

Issue - Does Health Canada owe a *prima facie* private law duty of care in regulatory negligence?

1. - Does a special and close relationship exist to support a *prima facie* duty of care?

Pure economic Tort actions in regulatory negligence involving the federal crown, have been classified as "novel" because the traditional standard of proximity is insufficient for establishing a *prima facie* duty of care. The higher

standard of relational proximity requires a special relationship with the defendant that is close and direct, in order to give rise to a duty of care. Heath Canada operates under the legislative scheme of the *Food and Drugs Act, RSC 1985, c F-27* ("FDA") and within the *Food and Drug Regulations (C.R.C., c. 870)* - *C.R.C., c. 870*. Neither of these statutory schemes confers a private law duty of care. Therefore in a claim of regulatory negligence, jurisprudence must interpret relational proximity relative to duty of care.

The facts of my client's case, closely resemble the precedent case of *Taylor v Canada (Attorney General)*.¹ Following the legal principles of significant duty enunciated in the Supreme Court of Canada's decision of *Cooper v. Hobart*², the Ontario Court of Appeal in *Taylor*, acknowledged a distinct relationship between Mrs. Taylor and medical device consumers in the general public. Furthermore, despite not alleging reliance on any specific representation by Health Canada, the court held that it was not plain and obvious that Ms. Taylor's claim was bound to fail for want of a private law duty of care.³

2. - Are there any policy implications that may limit imposing *prima facie* duty of care?

Policy considerations regarding floodgate issues, have precipitated that a plaintiff show a high standard of relational proximity in Tort claims of regulatory negligence. While the common-law has evolved to recognize a special duty of care on governmental bodies, the court has historically discharged this duty when confronted with residual broad policy considerations. Beginning with *Kamloops (City) v. Nielsen*⁴ and including, *Cooper*, and *R. v. Imperial Tobacco Canada Ltd.*⁵, when the court is faced with balancing indeterminate government liability issues with the power to protect the public, the trend of discharging a duty of care in the later stages of the modified *Anns/Kamloops* test, is consistent with the decision in the *Taylor* case. In summary, establishing a threshold in common-law jurisprudence for the standard of relational proximity that gives rise to a *prima facie* statutory duty of care, is evolving and remains unsettled.

¹ *Taylor v Canada (Attorney General)*, 2012 ONCA 479

² *Cooper v. Hobart*, [2001] 3 S.C.R. 537 (S.C.C.)

³ *Taylor-2012*, supra note 1 at para 120

⁴ *Kamloops (City) v. Nielsen*, [1984] 2 S.C.R. 2

⁵ *R. v. Imperial Tobacco Canada Ltd.*, [2011] 3 SCR 45

excellent. You
found it.

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Flow Chart.

1. Used instructions from the lecture to search under "special duty of care"
↓
2. Googled "special duty of care" and "modified Anns test" for Canada after reading misc. documents found reference to "Cooper test"
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3. Googled "Cooper test" in Canada found link to Wikipedia which gave citation for the case.
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4. Search for Cooper v. Hobart in Quiclaw
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5. Noted cautionary signal, noted up with QuickLite.
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6. Scroll all the way down 'commentary referring to this case'
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7. Click on 4th one down 'HIPA-17 - Legal Foundations of Public Health in Canada - Liability - Govt Liability for Public Health Failures - Tort claims for alleged public health failure' Halsbury's Laws of Canada - Public Health
↓
8. Found reference to Taylor v. Canada.
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9. Continued to follow this cycle:
 1. Read Case law
 2. Search for keywords
 3. read articles / op-ed
 4. search key words
 5. return to #1

Spill

Sources of law

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Nonintentional (negligence)

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duty of care

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special

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modified Ans

1. Traditional (prima facie)

2. Policy

modified
proximity

(close connection)

↓
foreseeability

1. mod. duty of care

2. breach

3. causation

4. damages

very good

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TAB 2 - G

Memorandum of Law –

Legislative Objective and Assessment of Bill 111 – Modernizing Regulation of the Legal Profession Act, 2013

Humber College, Bachelor of Applied Arts, Paralegal Studies

PERSONAL WRITING PORTFOLIO

Course: PBLA 257 Winter 2013

Student: Doug Taylor

Professor: Suzanne Johnson

Assignment # 3 – Memorandum:

Legislative Objective and Assessment of Bill 111 –

Modernizing Regulation of the Legal Profession Act, 2013

Word Count: 932

To: Jennifer Esquire

From: Doug Taylor, Paralegal Student

Date: Tuesday, April 8, 2014

Re: Assessment of Bill 111 - *Modernizing Regulation of the Legal Profession Act, 2013*

Introduction

You have requested that I provide you with a memo analyzing the main objective and provisions of the *Modernizing Regulation of the Legal Profession Act, 2013*.¹ Additionally, you requested a brief assessment of the impact on litigation, and how the firm might be able to position itself to take advantage of any new litigation opportunities.

Legislative History of Bill 111²

In their duty as the regulating body for legal services under provincial legislation, the Law Society of Upper Canada proposed amendments to the current *Law Society Act*³ and *Solicitors Act*.⁴ They requested that the Minister of the Attorney General introduce the proposed changes in the Legislative Assembly of Ontario.⁵ The Attorney General of Ontario introduced the resulting Bill 111⁶ on October 1, 2013. Having carried the first reading, the Minister introduced the second reading on December 3, 2013. The passing of the second reading and the third and final reading both occurred on December 10, 2013. With an immediate effective date, Bill 111⁷ received Royal Assent⁸ on December 12, 2013 as the *Modernizing Regulation of the Legal Profession Act, 2013*.⁹

¹ *Modernizing Regulation of the Legal Profession Act, 2013*, SO 2013, c 17 [*Modernizing the Legal Profession Act*]

² Bill 111, *Modernizing Regulation of the Legal Profession Act, 2013*, SO 2013, c 17, 2nd Sess, 40th Leg, Ontario, 2013 [*Bill 111*]

³ *Law Society Act*, RSO 1990, c L.8

⁴ *Solicitors Act*, RSO 1990, c S.15 [*Solicitor Act*]

⁵ Ontario, Legislative Assembly, *Official Report of Debates (Hansard)*, 40th Parl, 2nd Sess, No 66 (1 October 2013) at 1520 (Hon. John Gerretsen) [*No 66*]

⁶ *Bill 111*, *supra* note 2

⁷ *Ibid*

⁸ Royal Assent received, chapter number: SO 2013 c 17

⁹ *Modernizing the Legal Profession Act*, *supra* note 1

Legislative Objective of Bill 111

The primary policy objectives of Bill 111 were:

- i) To support and advance public faith in the administration of justice by ensuring the existence of high quality, competent legal representation, with high standards of integrity in professional and ethical obligations.¹⁰
- ii) To advance the cause of justice, meet the demand for accessibility and to maintain fundamental access, by ensuring public confidence in Paralegal professionals who meet the highest standards of professional conduct.¹¹

The effect of the *Modernizing Regulation of the Legal Profession Act, 2013*, is to reform the regulation of the legal profession in Ontario, through amendments to the resulting in a “more efficient, effective, accountable and accessible services, both for the public and for the professionals regulated by the Law Society of Upper Canada”.¹²

Primary Provisions of Bill 111

There are five substantive changes that Bill 111¹³ proposes to existing legislation:

- i) Establish a Tribunal to oversee the law society’s current hearing and appeals panels, including the appointment of an independent, full-time chair who is a non-bencher lawyer.¹⁴
- ii) Authorize the law society to suspend a lawyer or paralegal’s licence for failure to pay legal costs related to a discipline hearing, in cases where legal costs have been ordered against the individual involved.¹⁵
- iii) Affirm that the law society can receive solicitor-client privileged information from any person, such as a client, and introduce such information in proceedings while protecting that privilege.¹⁶

¹⁰ Ontario, Legislative Assembly, *Official Report of Debates (Hansard)*, 40th Parl, 2nd Sess, No 98 (10 December 2013) at 920 (Jagmeet Singh)

¹¹ Ontario, Legislative Assembly, *Official Report of Debates (Hansard)*, 40th Parl, 2nd Sess, No 94 (3 December 2013) at 920 (Julia Munro) [No 94]

¹² No 66, supra note 5, at 1530

¹³ Bill 111, supra note 2

¹⁴ No 66, supra note 5, at 0900

¹⁵ Ibid, at 1500

¹⁶ No 94, supra note 11, at 0900 (Julia Munro)

- iv) Increase the number of members within the law society's internal governing body, the paralegal standing committee, from two to five.¹⁷
- v) Amend the *Solicitor's Act*¹⁸ to permit paralegals to receive payment for representing an individual in a legal proceeding.¹⁹

Assessment of Litigation Opportunities

The passing of Bill 111²⁰ presents our firm with the potential for new business opportunities from Paralegal practitioners.

The establishment of an oversight Tribunal within the law society opens new opportunities for internal review requests. Coupled with the severity and impact of the law society's new licensing revocation powers, it is very probable that Paralegals will seek legal representation to expedite a resolution in their appeal process. It also follows that with their background of specialized training in the awareness of the administrative tribunal legal process, a percentage of Paralegals will further seek to exhaust opportunities to pursue judicial review of internal law society decision reviews, to the Ontario Divisional Court.

Our firm can prepare for new opportunities by designating a small team of expert lawyers and paralegals who specialize in providing a premium service to legal professionals. Drawing on our strong command of the underlying legal principles and functional processes of administrative adjudicative bodies, our team of experts will enhance our ability to provide targeted counsel to Paralegal practitioners who are faced with a disciplinary hearing.

Ontario is the only jurisdiction in Canada to regulate paralegals and there are nearly 5,500 paralegals registered with the Law Society of Upper Canada in Ontario.²¹ Pre-emptively developing a team of experts now, to focus on the upcoming law society's by-law developments, will position our firm to provide a distinct competitive advantage within the marketplace.

¹⁷ No 66, supra note 5, at 1510

¹⁸ *Solicitor Act*, supra note 4

¹⁹ No 94, supra note 11, at 0930

²⁰ Bill 111, supra note 2

²¹ No 94, supra note 11, at 0900 (Hon. John Gerretsen)

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TAB 2 - H

Memorandum of Law –

Costs Motion against Susan Smith – *Black v. Ontario Lottery Corporation*

Humber College, Bachelor of Applied Arts, Paralegal Studies

PERSONAL WRITING PORTFOLIO

02-07-14 13:09 IN

Course: PBLA 257 Winter 2013

Student: Doug Taylor

Professor: Suzanne Johnson

Assignment # 1 – Memorandum of Law:

Costs Motion against Susan Smith in *Black v. Ontario Lottery Corporation*

Word Count: 2,519

To: Suzanne Johnson

From: Doug Taylor, Paralegal Student

Date: Friday, February 4, 2014

Re: Costs Motion against Susan L. Smith in *Black v. Ontario Lottery Corporation*

Introduction

You have requested that I provide you with a memo analyzing whether the weight of authority favours awarding any portion of costs against Ms. Smith personally, in the matter of *Black v Ontario Lottery Corporation*. The primary parties involved are the Ontario Lottery Corporation (OLCo) and Ms. Smith (Smith). The main issue of this legal analysis is the statutory and common-law standards governing a substantial indemnity cost award against counsel. The general area of law is Procedural Law. Specifically, it is the inherent jurisdiction of the court to manage its own procedures, by exercising judicial discretion under the Ontario Rules of Civil Procedure.

The research for this memo was comprised of: secondary source searches conducted (on February 1, 2014) on a search of Provincial legislation on e-Laws website, and the Rules of Professional Conduct on the Law Society of Upper Canada's website, and the precedent case located on Quick Law's case law database (on February 3, 2014). All cases have been noted up using QuickCITE as of February 4, 2014.

Assumptions

This memo assumes that at no time was there an offer to settle, and that this civil matter proceeds under an abandoned party-on-party costs grid system. Therefore, a comparative analysis of the quantum partial, full and substantial indemnity costs and their potential impact on the court's discretionary cost award, is not applicable. In addition, there is an important distinction between the fact scenarios in *Black* and the precedent case. In the precedent case, counsel appeared at the motion hearing and asserted that he was prevented from defending his actions, based on client-solicitor privilege and, that neither he or his client agree to waive the privilege.¹ In *Black*, a motion hearing has not yet been conducted. Although one of the primary reasons the precedent case turned, was on an err in finding a distinction between client instructions and counsel's conduct, this issue holds no bearing in the present case, and thus, an analysis is irrelevant for this memo.

Facts

On May 5, 2004, Paul Black (Black) claimed that his lottery ticket displayed the winning numbers from a "Mega Win Lottery" draw, and as one of three winners, that he was entitled to

¹ *Galganov v. Russell (Township)*, 2012 O.J. No. 2679, at para 29 (available on WL Can) [*Galganov-2012*]

one-third share of the \$6 million prize. In late May 2004, OLC_o considered Black's ticket to be void because entries on the ticket face did not correspond with entries found on their computer database. Black was accused of tampering with the lottery ticket and was charged with the criminal offence of fraud. Black was acquitted in the criminal case.

In August 2004, Black retained Ms. Smith (Smith) as counsel to pursue OLC_o in civil litigation. In September 2004, Smith issued a statement of claim against OLC_o. As a result of numerous delays, examinations for discovery were completed in June 2007, and the trial began in September 2011. Black's claim was dismissed.

At the conclusion of the civil litigation trial, OLC_o indicated they would bring a motion before the court to seek substantial indemnity costs of \$100,000.00 against Smith personally.

Issue(s)

Do the Ontario authorities favourably weight awarding any portion of civil litigation costs against a lawyer personally?

- i) To what extent do the statutory standards govern the award of costs against counsel?
- ii) How has precedent engaged statutory standards to delineate the applicable legal principles governing personal cost awards?

Short Conclusion

Ontario authorities favourably weight the court's discretion in awarding any portion of civil litigation costs against a lawyer personally. However, there are general and legal principles that must be considered prior to awarding costs personally. The decision of the Ontario Court of Appeal (ONCA) precedent case of *Galganov*, embraced the higher standard of extreme caution dictated by the Supreme Court of Canada (SCC) in *Young v Young*.²

When considering the facts regarding the over-all conduct of counsel Smith, it is highly probable that her conduct would be subject to a personal cost award, for causing unreasonable costs to be incurred. Furthermore, barring a 'blind alley' defense, if the assessment of a fraudulent case, infers that Smith acted in bad faith by encouraging the pursuit of litigation against OLC_o, then she would also be considered in dereliction of her duties and be subject to a personal cost award.

² *Ibid* at para 13, 42

Discussion

Applicable Legislation

The impending motion hearing brought by OLC_o seeking substantial indemnity costs against Smith invokes the statutes of the Courts of Justice Act and the Law Society Act, in addition to the regulations of the Rules of Civil Procedure and the Law Society of Upper Canada (LSUC) Rules of Professional Conduct.

Statutory Interpretation

NK *Carleton* required

Section 131 of the Courts of Justice act confers the inherent jurisdiction to the court, the power to exercise their discretion in managing their own processes through the Rules of Civil Procedure.³ The fixing of costs is a historical common-law discretionary exercise by the court, and factors to be taken into consideration are established under Rule 57.01(1). Using the SCC findings from *Young*, J.A. Weiler of the ONCA held in *Galganov*, that Rule 57.07 is not codification of common-law principles of ordering costs against a lawyer personally for punishment.⁴ Using the Mischief Rule of statutory interpretation, the ONCA held that Rule 57.07(1) is intended to be used for compensation for unreasonably incurred costs.⁵ In addition to drawing from their past experience as lawyers, the Law Society Act under Part II – Conduct, empowers the Law Society of Upper Canada (LSUC) Rules of Professional Conduct to provide regulatory guidelines for the profession.

Common-Law Legal Test and the Extreme Caution Principle

The ‘Carleton’ test defined at common-law provides a legal construct to determine if a lawyer is liable under Rule 57.07(1). The two steps in *Carleton* delineate whether the lawyer’s conduct falls within Rule 57.07(1) for the purposes of causing unreasonable costs to be incurred,⁶ and then applying the SCC general governing principles from the case of *Young*.⁷

The extreme caution principle addresses the over-riding public policy concerns about the effect on a lawyer’s willingness as an advocate to: “... advance every argument, and ask every question, however distasteful, which the lawyer thinks will help the client’s case and to endeavour to obtain for the client the benefit of every remedy and defence authorized by law.”⁸

³ *Ibid* at para 13, 15

⁴ *Ibid* at para 14

⁵ *Ibid*

⁶ *Ibid* at para 21

⁷ *Ibid* at para 22

⁸ The Law Society of Upper Canada, (2013, January 24). “Rules of Professional Conduct”, [at Rule 4.01(1) – Commentary]. online: The Law Society of Upper Canada <<http://www.lsuc.on.ca/with.aspx?id=671>>

Standard of Review in Determining Costs

A tempered approach is required for accuracy when making a determination for a personal cost order, there is an overarching general principle of reasonableness and taking a holistic approach.⁹

Application and Integration

In *Black*, Justice Costle characterized Smith's civil litigation action as constituting "a further and distinct attempt to perpetuate a fraud".¹⁰ Using the ratio from *Galganov*, **Ms. Smith would be subject to a personal cost award, for acting in bad faith which caused unreasonable costs to be incurred.**

Furthermore, Justice Costle characterized the civil proceedings in *Black*, as "marked by considerable delay"¹¹ and observed that Smith "seemed disorganized and ill-prepared"¹² In addition, Smith and her client failed to attend one scheduled date, and cancelled numerous examination dates with insufficient notice. Furthermore, Smith refused to provide requested documents, which resulted in numerous procedural delays.

Using the statutory standards in conjunction with a principled common-law legal test, **Justice Costle demonstrates a clear and direct causal connection between Smith's conduct and costs that were incurred without reasonable cause.**

Analogy and Distinction

Conduct Causing Unreasonable Costs to Occur

Justice Costle characterized the civil proceedings in *Black*, as "marked by considerable delay"¹³ and observed that Smith "seemed disorganized and ill-prepared".¹⁴ Justice Costle's characterizations are similar, and in some instances identical, to those held by the application judge towards the lawyer's conduct in *Galganov*.

In the precedent case of *Galganov*, the application judge characterized counsel Bickley's conduct as a "disorganized manner in presenting his argument, together with his inability to find materials, was indicative of a serious lack of preparation. She found that this amounted to negligence."¹⁵ J.A. Weiler concurred with the application judge's assessment of the lawyer's

⁹ *Galganov-2012*, supra note 1 at para 20

¹⁰ *Black v Ontario Lottery Corporation*, at para 5, [Assignment Resource], [*Black-2013*]

¹¹ *Ibid* at para 6

¹² *Ibid* at para 9

¹³ *Ibid* at para 6

¹⁴ *Ibid* at para 9

¹⁵ *Galganov-2012*, supra note 1 at para 7

conduct: “Such conduct would fall below the standard of care expected of a reasonably competent lawyer in Bickley’s position.”¹⁶

Element of Bad Faith

Justice Costle characterized Smith’s civil litigation action as constituting “a further and distinct attempt to perpetuate a fraud.”¹⁷ This finding differs from the finding in *Galganov*, where J.A. Weiler notes the finding of the application judge: “The application judge found that Bickley did not act in bad faith.”¹⁸

Although not a requirement for “imposing cost consequences”,¹⁹ Smith’s conduct does rise to the level of bad faith, “derelict in his or her duties as an officer of the court ...”²⁰

Synthesis and Reconciliation

The authorities for a personal cost award based on incurred costs without reasonable cause under Rule 57.07(1), can be synthesized to Smith’s conduct in *Black*.

Positive Treatment for a Cost Award

- i) The general governing principles enunciated in the SCC case of *Young*, held that: “Any member of the legal profession might be subject to a compensatory order for costs if it is shown that repetitive and irrelevant material, and excessive motions and applications, characterized the proceedings in which they were involved ...”²¹
- ii) *Carleton v. Beaverton Hotel* held that Rule 57.07(1) is only concerned for compensating for unreasonable costs caused by a lawyer’s conduct.²²
- iii) The court in *Marchand (Litigation Guardian of) v. Public General Hospital Society of Chatham* held that a conduct directly attributable to a lawyer’s conduct can attract costs and that bad faith is not a requirement for imposing a cost award. Included in this reference is negligence: “... in addition to actions or omissions which fall short of negligence.”²³
- iv) In the case of *1465778 Ontario Inc. v. 1122077 Ontario Ltd.*, the court held that: “... resort is to the general principles governing costs between parties, which include deterrence of unnecessary steps that unduly prolong litigation”.²⁴

¹⁶ *Ibid* at para 32

¹⁷ *Black-2013*, supra note 10 at para 5

¹⁸ *Galganov-2012*, supra note 1 at para 6

¹⁹ *Ibid* at para 18

²⁰ *Ibid*

²¹ *Ibid* at para 13

²² *Ibid* at para 16

²³ *Ibid* at para 18, 19

²⁴ *Ibid* at para 43

Negative Treatment for a Cost Award

- i) The court in *Marchand*: "... recognized that "the criteria on which an order for costs may be made against a solicitor personally pursuant to [r]ule 57.07 and pursuant to the inherent jurisdiction of the court may differ.". Furthermore, the court held: "... that "[i]t is only when a lawyer pursues a goal which is clearly unattainable or is clearly derelict in his or her duties as an officer of the court that resort should be had to [r]. 57.07.".²⁵
- ii) *Carleton* held: "... that a general observation "does not permit identification of what conduct may have contributed to delay and unnecessary costs."²⁶ In addition they held: "The "extreme caution" principle, as stated in *Young*, means that "these awards must only be made sparingly, with care and discretion, only in clear cases, and not simply because the conduct of a lawyer may appear to fall within the circumstances described in [r]ule 57.07(1)": *Carleton*, at para. 15."²⁷
- iii) Despite the very similar fact situation between Smith's conduct and that of the lawyer in *f Galganov*, J.A. Weiler held that we was convinced of negligence and even if he was, he would not be certain that the described conduct would warrant a personal cost award.²⁸

Dereliction of Duty as an Officer of the Court and the Element of Bad Faith

The authorities for a personal cost award based on bad faith or dereliction of duties under Rule 57.07(1), can be synthesized to Smith's conduct in *Black*.

Positive Treatment for a Cost Award

The general governing principles enunciated in the SCC case of *Young*, held that: "... and that the lawyer acted in bad faith in encouraging this abuse and delay. It is clear that the courts possess jurisdiction to make such an award, often under statute and, in any event, as part of their inherent jurisdiction to control abuse of process and contempt of court."²⁹

Negative Treatment for a Cost Award

- i) *Carleton* held: "The court's inherent power to order costs in rare cases for contempt or to control its officers in which punishment is an objective is a separate issue from a costs order under rule 57.07(1)."³⁰
- ii) J.A. Weiler held in the case of *Galganov*: "Rule 57.07(1) is therefore not concerned with the discipline or punishment of a lawyer, but only with compensation for conduct which has caused unreasonable costs to be incurred."³¹

²⁵ *Ibid* at para 18

²⁶ *Ibid* at para 21

²⁷ *Ibid* at para 22

²⁸ *Ibid* at para 42

²⁹ *Ibid* at para 13

³⁰ *Ibid* at para 15

³¹ *Ibid* at para 16

Public Policy

In the case of *Young*, the SCC principles governing personal cost awards against lawyers, emphasize the ‘chilling effect’ on litigation that dictate that costs are compensatory and not punitive in nature and should only be exercised using extreme caution.³²

Conclusion

As held by J.A. Weiler in the ~~precedent~~ case of *Galganov*,³³ Ontario authorities favourably weight the court’s discretion in awarding any portion of civil litigation costs against a lawyer personally.

However, there are general and legal principles that must be considered prior to awarding costs personally. Primarily, the general governing principles enunciated in the SCC case of *Young*, and how they are applied when construing Rule 57.01(1). Common-law has developed the *Carelton* legal test to determine the liability of a lawyer under Rule 57.07(1). The ONCA ruled that when assessing a claim of negligence against a lawyer, the principle of reasonableness would prevail.

In light of the ONCA precedent case, when considering the facts about the over-all conduct of Smith in the matter of *Black*, it is highly probable that she would be subject to a personal cost award, for causing unreasonable costs to be incurred.

Furthermore, barring a ‘blind alley’ defense, if the assessment of a fraudulent case, infers that Smith acted in bad faith by encouraging the pursuit of litigation against OLC, then she would also be considered in dereliction of her duties and be subject to a personal cost award. Using the prevailing principle of reasonableness, outlined by J.A. Weiler in *Galganov*: “... objective standard of care of a reasonably competent lawyer in the same position.”³⁴, it is reasonable assumption that despite being a new lawyer, Smith ought to have recognized her duties to the court by following the LSUC rules of professional conduct.

³² *Ibid* at para 13

³³ *Ibid* at para 14, 15, 20, 43

³⁴ *Ibid* at para 43

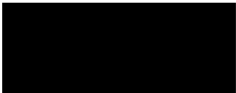
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Community Writing Samples



PERSONAL WRITING PORTFOLIO

TAB 3 - A

2016 Media Kit

The Paralegal Cup Intercollegiate Mooting Competition

PERSONAL WRITING PORTFOLIO

About the Paralegal Cup

The Paralegal Cup is the only mooting competition in the world that is exclusive to Paralegal students enrolled in a Certificate or Diploma program, recognized by the Law Society of Upper Canada.

The Paralegal Cup competition, referred to as a “mooting competition,” requires students to draw on their advocacy, legal research, and legal writing skills in relevant substantive law to prepare their oral and written submissions. The purpose of the competition is to strengthen student advocacy and critical thinking skills by focusing on oral and written advocacy, professionalism, and resiliency. The event also allows paralegal students to network with senior paralegals, present and future community leaders, influential members of the legal industry and college representatives.

The first day of the competition consists of four mooting rounds followed by a networking hour and the highly anticipated evening dinner, which celebrates the students’ achievements from the day’s competition. On the second day, based on total oral and written scores from the preliminary rounds, the top eight teams compete in the quarter final, semi-final, and final rounds. In the finalist rounds, the team with the higher score advances.

The mooting competition asks student teams to identify and address the legal issues for both the appellant and the respondent in a selected contemporary Canadian case. They must also present a 10-minute oral submission and written component before a panel of judges. Teams prepare and deliver submissions, all vying to become the ‘Mooting’ Champion.

Past Competitions

As the Ontario Paralegal Association’s Student Director, Fallon Burns (*at centre, left*), teamed up



with her Humber College Paralegal Degree classmates, Karen Fair (*right*) and Doug Taylor (*left*) in 2013, to create a skills competition for paralegals.

In 2015, three Humber Paralegal degree students joined efforts with the initial Steering Committee to

execute the 2015 Paralegal Cup. Here at right are: Tara Lisowski (*far left*), Madeline Williams (*centre*) and Sara Liden (*far right*),



Media Advisory

For Immediate Release
November 15, 2016



Law Society of Upper Canada hosts the 2016 Paralegal Cup

Toronto – On November 19 and 20, The Law Society of Upper Canada is hosting the fourth annual Paralegal Cup Intercollegiate Mooting Competition – the only intercollegiate mooting competition exclusive to paralegal students in Ontario.

Mooting, a popular form of mock legal argumentation at law schools, involves two student teams identifying and addressing legal issues in a selected contemporary Canadian case. The competition is designed to strengthen student advocacy and critical thinking skills by focusing on oral and written advocacy, professionalism, and resiliency.

The competition is open to all students enrolled in a Paralegal Diploma or Certificate program, recognized by the Law Society of Upper Canada.

“The Paralegal Cup strengthens students’ advocacy and critical thinking skills. It gives them the opportunity to argue complex pieces of law in a learning environment, while interacting with senior mentors from the legal community,” said Madeline Williams, Paralegal Cup Coordinator, Steering Committee Member, and Humber Paralegal Degree Student.

“The calibre of participating students is strong. Many put in long hours preparing for the event and capitalize on their chance to demonstrate their abilities in front of industry professionals,” she explains.

Day one of the competition features four rounds of student team submissions along with industry and professional networking opportunities. The top eight teams advance to day two, with the winning team awarded the Paralegal Cup.

The daytime competition is free and open to the public. Tickets to attend the formal dinner are available at 2016paralegalcup.eventbrite.ca.

For more information about the 2016 Paralegal Cup, visit paralegalcup.ca

Details

Date: November 19 & 20, 2016

Time: 8 a.m. to 4 p.m.

Location: Law Society of Upper Canada, Osgoode Hall, 130 Queen St. West, Toronto

Media Contact: Doug Taylor, 2016 Paralegal Cup Steering Committee Member, 289.979.9232, info@paralegalcup.ca

Fact Sheet

- The 2016 Paralegal Cup theme is “Progress, Growth, and Success.”
- The event will take place over two days, November 19 and 20 at The Law Society of Upper Canada and includes the competition, the finals, a formal dinner and an awards ceremony.
 - On Saturday, rounds start at 9:30 a.m. and run throughout the day. Dinner will be served from 6 to 8:30 p.m.
 - On Sunday, the quarter finals start at 9 a.m., followed by the final round at 1 p.m., with the weekend’s awards being distributed at 2:30pm.
- Attending institutions include Algonquin Career Academy (Ottawa and Mississauga campuses), Canadian Business College, Centennial College, Mohawk College, Seneca College, Sheridan College and two independent teams sponsored by Bonn Law (Belleville and Trenton).
- There will be a total of 14 teams from 6 different schools, including the first-ever independent student teams from Bonn Law (Belleville and Trenton).
- Special guests judges and speaker include:
 - Robert Lapper, CEO of the Law Society of Upper Canada
 - David Wright, LSUC Tribunal Chair
 - Janis Criger – Keynote Speaker, Benchler, Law Society of Upper Canada, Deputy Judge and Vice-Chair of the Paralegal Standing Committee.
- Over 30 students and professionals have volunteered for this event from various programs, including one from the Law Society Tribunal.
- The Paralegal Cup Steering Committee in conjunction with The Ontario Justice Education Network (OJEN) reached out to local high school students, who are interested in pursuing a career in law, to volunteer at the event.
- The Paralegal Cup Steering Committee has once again started an IndieGoGo page to broaden community support at, [2016 Paralegal Cup IndieGoGo Campaign](#).
- Humber College is a presenting partner for 2016.
- Follow us on Twitter, Facebook, Instagram, Flickr and YouTube at “Paralegal Cup” for event updates. This year’s hashtag for the Paralegal Cup is #2016PCM. Photos will be available via the Paralegal Cup Flickr account, Instagram, website or by contacting Doug Taylor, 2016 Paralegal Cup Steering Committee Member, 289.979.9232, info@paralegalcup.ca



FREQUENTLY ASKED QUESTIONS

1. What is the Paralegal Cup?

The Paralegal Cup is the only mooting competition in the world that is exclusive to Paralegal students enrolled in a Certificate or Diploma program. The competition strengthens student advocacy and critical thinking skills by focusing on oral and written advocacy, professionalism, and resiliency.

2. What is 'Mooting'?

The modern activity differs from a mock trial, as moot court refers to a simulated appellate court or arbitral case, while a mock trial refers to a simulated jury trial or bench trial.

Moot court does not involve actual testimony by witnesses, cross-examination, or the presentation of evidence, but is focused solely on the application of the law to a common set of evidentiary assumptions to which the competitors must be introduced.

In most countries, the phrase "a moot court" may be shortened to simply "a moot" and the activity may be called "mooting."

3. Why participate?

This skills competition, referred to as a "mooting competition," allows paralegal students to network with senior paralegals and to develop their oral and written advocacy skills.

The purpose of the extra-curricular Paralegal Cup intercollegiate mooting competition is to create a unique academic opportunity for paralegal students to practise and refine their research, analytical and reasoning skills.

All of these career-based skills are invaluable in the legal profession. The competition provides a safe environment to develop these skills.



4. How can I register a team?

Beginning in 2015, the Paralegal Cup now offers OPEN registration to a limited number of school teams. To qualify, students must be currently enrolled in an undergraduate or graduate Paralegal program recognized by the Law Society of Upper Canada. School 'Teams' consist of two students from the educational institution.

Registration will be limited and open on a first-come, first-served basis.

5. How can I volunteer?

Whether leading in front or supporting behind the scenes, the Organizing Committee is always seeking volunteers to assist.

We welcome any support, big or small. Volunteering for the Paralegal Cup a great opportunity to meet new people and contributing to the competition's success by volunteering is a source of pride.

If you have an interest in joining the volunteer team, please contact us at paralegalcup@gmail.com.

6. How can I judge?

Due a sizeable increase in judging, we are asking those interested to complete an online application process.

There are a number of criteria that Paralegal Cup volunteer judges must meet to qualify for the competition. For example, Judges must be licensees or have equivalent academic experience. In addition, there are several other minimum criteria, including the amount of years practising.

If you are interested in judging and would like to learn more, please visit *Our Community* section at paralegalcup.ca.

TAB 3 - B

Featured Articles –

Today's Paralegal

Ontario Paralegal Association (OPA)

PERSONAL WRITING PORTFOLIO

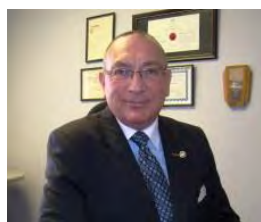
Today's Paralegal

MARCH 2015



Welcome to the Ontario Paralegal Association's First Newsletter

By Stephen Parker



As President of the Ontario Paralegal Association (OPA), I would like to welcome you to this emerging professional association. The organization is in its inaugural year and our membership has grown

to nearly 700 members but with around 7,000 licensed paralegals in Ontario, this is only about a 10% membership. I encourage all licensees to join the association. We are the voice for Paralegals. We have a lot to offer. This is going to be a busy and challenging first year. There are many issues we want to cover to enhance our practices. We have achieved much these first few months. The Board of Directors and all of the other volunteers on the various committees have been hard at work on your behalf.

A full year's worth of Continuing Professional Development (CPD) courses has been developed and is offered free of charge to our members. Participation is either in person or via webcast. We have partnered with Carswell to provide generous discounts on copies of the most commonly used legal texts such as the Annotated Provincial Offences Act; the Ontario Small Claims Practice 2015; Residential Tenancies, 10th Edition and many more. Discounts are also offered on Westlaw Next. Membership also provides access to competitive rates for errors & omission insurance coverage and a variety of comprehensive health benefit packages. All these offers are on our website with the appropriate contact information. They are also shown at the end of this newsletter.

The Law Society now includes us as an integral part of the legal community. We participate in programs and meetings with the Law Society and the Ontario Bar Association, the Advocates' Society, the Ontario Trial Lawyers Association, the Family Lawyers Association and other organizations. We have attended three such meetings so far this year. The Advocates Society

has now opened up their skills programs to include Paralegals. This is a true advancement in our professionalism. In addition, there are now three County Law Associations that accept Paralegals as members. One such Association now has a Paralegal on their Board of Directors.

There are challenges ahead but the Paralegal Profession is growing and maturing at a rapid rate. **Join us for the ride!**

Inside This Issue

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Welcome to 'Faces of the Ontario Paralegal Association (OPA)' Series ...

By Doug Taylor, Paralegal Studies BAA Program, Lakeshore

"If I want something to change, it has to start with me." Fallon Burns serves as a living example of someone who lives by her words. Humber College Paralegal Degree Program student, Fallon Burns, reflects on her current role as the Student Director with the Ontario Paralegal Association (OPA). Serving as the first OPA Student Director, Fallon Burns recently shared some reflections from her role and talked about the future of the Paralegal profession.

Fallon's journey to the role of Student Director for the Ontario Paralegal Association, started with a chance meeting at Humber College's Career Centre. While completing paperwork for campus employment, Fallon met the outgoing Paralegal Society of Ontario's (PSO) Student Director, Angelique Mouchel-Maas. The two paralegal students struck up a conversation and Angelique was so impressed, that she encouraged Fallon to run for the PSO Student Director role. Inspired by Angelique's encouragement, Fallon successfully went on to be nominated at the PSO Annual General Meeting and was elected by the membership. When the Paralegal Society of Ontario (PSO) and the Licensed Paralegal Association (LPA) merged to form OPA, Fallon ran for the position of Student Director of OPA. She was acclaimed and she is the current OPA Student Director.



As a five-time undergraduate mooting competitor, Fallon Burns was the youngest student to compete from Humber College's Paralegal Degree Program.

Fallon successfully organized the Paralegal Cup, a first-ever college based, Inter-Collegiate Mooting Competition for paralegal students.

Fallon has an interest in

and they are so good at it that they know exactly what they are doing. I would like to see a P2 that is licensed for different kinds of appeals at the Divisional court level and, if necessary, the Ontario Court of Appeal. A P2 designation would offer a specialty from within a specific field of practice. I believe the current licensing structure will change and the creation of a P2 designation will increase access to justice.

I also believe the direction of paralegal education is going to evolve. I would like to see standardized testing for entrance into the paralegal profession. Unlike the LSAT, the proposed paralegal testing would address reading, writing and grammar. This will better prepare students for the rigor of paralegal studies and elevate the quality of graduating candidates." [HOME](#)

How would you describe OPA to a new student?

"OPA is the advocacy group for the profession. We host networking events and we are working on setting up a mentoring program to connect students and newly licensed paralegals with more experienced paralegals. We are also organizing the annual mooting competition. These activities are focused around benefiting students. OPA helps fill in some of the educational gaps left by colleges. CPD education is incredibly expensive, and OPA offers free CPDs to all members in good standing so students benefit by expanding their education. In addition, OPA offers hosted social events to expand your professional network and there are opportunities to meet potential employers."

What would you say are some of your strongest beliefs about OPA?

"I believe OPA stands for raising the profession through increased education. I believe the greatest area for growth in the paralegal profession is through educational reform. Increasing the level of education increases our competency and as we increase the standards, we can confidently expand our scope of practice. I would like to see a common denominator for educational standards."

What do you think will change about OPA over the next five years?

"OPA is going to grow. I believe we are going to see a change in the scope of practice. I would like to see the creation of a second designation for P1 licenses. We already have existing licensed paralegals that know civil procedure so well,

Today's Paralegal



JUNE 2015 (Issue #4)

Important Updates from the Editors!

- 1) We would like you to know that the next issue of Today's Paralegal will be in **September 2015**. There will be no issues published in July or August of 2015. Enjoy the summer weather. Be safe and have fun!
- 2) We plan on having a Writing Contest for Paralegal Students. There will be prizes for the two best entries. More information will be provided in the September issue. All entries are to be submitted by October 15, 2015 and the prizes will be awarded and published in the November issue.

In the News!

Prostate Cancer Canada Donation

The OPA Communication/Marketing Committee and Stephen Parker presented a cheque to Prostate Cancer Canada from the funds raised at the Aurora Chamber Street Festival Event.



Committee Members in photo from left to right:
Andrew Hyland, Roger Dinner, Sandy Azevedo, Shellyann Pereira and Delaram Mehdizadeh Jafari.

Committee Members who were unable to attend the cheque presentation include:
Brett Lockwood, Mitchell Kent, Patrick Eric Cheng and Qamar Yasmeen Tyebi

The OPA Communications/Marketing Committee would like to thank the following sponsoring companies who made generous donations to our booth at the Aurora Chamber Street Festival Event:

McDonalds	RentOurCampers.ca
Domino's Pizza	Staples
Pizza Hut	Pharma Plus
Tim Hortons	Invisible Fencing
Starbucks	Global Pet Foods
President's Choice	Deja Vu Boutique
First Choice Haircutters	

The Aurora Chamber Street Festival



Sandee, Sandy, Yasmeen, Patrick, Andrew



Brett, Roger, Sandy, Delaram

Celebrate Success

Several paralegals were recently acknowledged for their outstanding contributions to the community

By Doug Taylor www.dougjaylor.com



Over the past few weeks, three paralegals from our community were publicly recognized. While they carry out the bulk of their work outside the spotlight, the results of their tireless efforts have garnered public attention. All three recipients have earned accolades for their significant contributions to improving the community. It is appropriate that we take a moment to briefly highlight their achievements and celebrate their successes. All three recipients continue to serve as active role models, inspiring future leaders. On behalf of the entire OPA membership, we offer our congratulations on your outstanding achievements. We echo the sentiments of the broader legal community and all Ontarians, in offering our thanks for your compelling and selfless contributions to the community.

W. Paul Dray, 2015 William J. Simpson Distinguished Paralegal Award recipient

Paul Dray earned the 2015 William J. Simpson Distinguished Paralegal Award from the Law Society of Upper Canada.¹ The announcement came at the annual Awards night ceremony, held at Osgoode Hall on May 28, 2015.² He becomes only the fourth paralegal to receive the annual award. In 2003, the Attorney General appointed Paul as the first-ever paralegal benchner of the Law Society. From 2003 to 2014, Paul played a key critical role in creating the framework for paralegal governance and professional development in Ontario.³ Paul is a long-standing member of the paralegal community, having served as the president of the Professional Paralegal Association of Ontario (PPAO). You can read Paul's acceptance speech [here](#).

Cathy Corsetti, 2015 Honorary Degree recipient

Cathy Corsetti earned an honorary Bachelor of Applied Arts (Paralegal Studies) degree from Humber College. Cathy will receive her degree following an address at this year's Spring Business School Convocation, located at the Toronto Congress Centre on June 16. Cathy is a pioneer of the paralegal profession and has served her clients and the community for over 38 years. She is a Humber College alumnus, graduating from the Law Clerk program. Elected to the Law Society's Paralegal Standing Committee in 2010, Cathy served as committee Chair for 5 years. More recently, she was elected as a Benchner at the Law Society for 2014-2018. Cathy joins prominent list of prior honorary degree recipients, including The Supreme Court of Canada's Honourable Justice Rosalie Silberman Abella.⁴ You can learn more about Cathy and Humber College's 2015 Spring Convocation [here](#).

Fallon Burns, 2015 CiCan Student Leadership Excellence Award recipient

Fallon Burns earned a bronze award at the 2015 Colleges and Institutes Canada (CiCan) Student Leadership Awards of Excellence.⁵ Fallon is a Paralegal Candidate of the Law Society of Upper Canada and she will graduate with an honours degree from Humber College's Bachelor of Applied Arts (Paralegal Studies) on June 16, 2015. Fallon is the current OPA Student Director and has served in this role with the Paralegal Society of Ontario (PSO) for the previous two years. In addition to founding the Paralegal Cup,⁶ Fallon sits on the Paralegal Studies Advisory Committee for Humber's Business School and is a member of Humber's Student Leadership Institute. Fallon also served as chair of Residence Orientation and was president of Humber's Lakeshore Residence Council.⁷ As a Dean's list academic, Fallon has received several awards including a 2014 Quarter Finalist at the Osgoode Cup National Undergraduate Mooting Competition, the 2013 Prosecutors' Association of Ontario Award and the Dan Andrae Degree Student Award. She is also active in the legal community as a member of the Osgoode Society for Canadian Legal History, Women's Legal Education and Action Fund (LEAF) and the Canadian Civil Liberties Association. You can connect and learn more about Fallon [here](#).

¹ <http://www.lsuc.on.ca/distinguished-paralegal-award>

² <http://www.lawsocietygazette.ca/news/2015-law-society-awards-remarks>

³ <http://www.lawsocietygazette.ca/news/2015-simpson-award>

⁴ <http://www.scc-csc.gc.ca/court-cour/judges-juges/bio-eng.aspx?id=rosalie-silberman-abella>

⁵ <http://www.collegesinstitutes.ca/news-centre/news-release/cican-announces-awards-of-excellence-winners>

⁶ <http://www.paralegalcup.com>

⁷ <http://www.humber.ca/news/2015/5/we-cican-do-it>

OPA Gears up for the 2015 Paralegal Cup Moot

It will be all hands on deck for the 2015 Paralegal Cup Moot, on November 21 and 22, 2015



By Doug Taylor www.dougittaylor.com

The Paralegal Cup is the only mooted competition in Ontario that is exclusive to Paralegal students enrolled in a Certificate or Diploma program. The competition strengthens student advocacy and critical thinking skills by focusing on oral and written advocacy, professionalism, and resiliency. The third annual competition date is Saturday, November 21st and Sunday, November 22nd, 2015 at the Humber College Lakeshore Campus in Toronto.

Earlier this month, the student Steering Committee of the Paralegal Cup opened registration to all of Ontario's colleges for the competition.

"Building on the success of 2014, this year the Steering Committee is focussed on strengthening our community involvement. For example, we have initiated a program to reach out to local high schools in an effort to build awareness of the Paralegal profession. By getting involved as volunteers, we can offer a unique experience for high school students. This is an opportunity for them to connect with leaders in the legal community while gaining hands-on experience and gain valuable insight into the Paralegal profession. Moreover, Robert Lapper, the CEO of the Law Society of Upper Canada (LSUC) and Janet Minor, the LSUC's Treasurer have asked to join us at this year's competition and they will participate as judges."

- Madeline Williams, Paralegal Cup Coordinator, 3rd year Paralegal Degree student, and Steering Committee member.

Briefly, the mooted competition asks student teams to identify and address the legal issues for both the appellant and the respondent in a selected contemporary Canadian case. The competition requires students to draw on their advocacy, legal research, and legal writing skills as they present ten-minute oral submissions before a panel of judges. Furthermore, teams prepare and submit a written component using a prescribed format.

Since the beginning of the Paralegal Cup in 2013, the paralegal community has shown overwhelming support for the event's continued success. The Cup is truly an event that brings together the entire paralegal community, students, and professionals alike. This year's competition will highlight top-tiered students from colleges across the Greater Toronto Region, Southwestern, and Eastern Ontario. Also attending are many leading academics in the field of legal education, including, college Vice Presidents, Deans, administrators, and other tenured faculty members from colleges across Ontario. Over the last few years, the Paralegal Cup has engaged a unique and focused group of professionals. Licensees, members of the judiciary, educators, and administrators attend to mentor students as they practise and refine their research, analytical, and reasoning skills.

Thanks in part to OPA's support; last year's competition transcended the legal community. Once again, as the voice of Paralegals in Ontario, OPA will play a critical role. OPA's involvement in supporting the competition demonstrates their commitment to encouraging student extra-curricular academic skill development and support experiential paralegal education in Ontario...

"For the past two years I have volunteered at the Paralegal Cup which is an Intercollegiate Mooting Competition. I cannot possibly say enough about this event. We have seen the top students from around the province who have thoroughly impressed the paralegal and academic communities alike. This event has grown in popularity and this year there will be some esteemed volunteer judges. I am proud to have been part of this event in past years and am looking forward to volunteering again this year. One of my objectives and commitments to the Paralegal Cup Standing Committee is to try and recruit colleges and students to participate in this event. "

- Michelle Haigh, Chair of the LSUC Paralegal Standing Committee and OPA member

At its heart, the Paralegal Cup is about students. Students are the future of the paralegal profession. The students who participate in the competition become stronger and more confident advocates. As they graduate into the profession, they are better prepared to deliver Ontarians increased access to justice.

To learn more about the history of the Paralegal Cup, including reaction from previous students and volunteers, and past media attention, please visit our website at www.paralegalcup.ca

TAB 3 - C

Featured Articles –

FYE Bulletin

First Year Experience (FYE), Student Success and Engagement

PERSONAL WRITING PORTFOLIO

We Are Hiring Mentors...

We are looking for Mentors for the Fall 2013/Winter 2014 school year. If you are interested in joining F.Y.E. in a paid position with us as a Senior Mentor, or just volunteering as a Peer Mentor, visit us at :

<http://www.humber.ca/first-year-experience/applications> for more information.

Apply For A Mentor...

If you are currently a first year student who was not assigned a Peer Mentor and would like to take advantage of this wonderful program, visit us at:

<http://www.humber.ca/first-year-experience/apply-mentor> to fill out an application and get connected with a Mentor.



This issue

What is F.Y.E.? **P.1**

Interview with Phil **P.2**

Note-taking Tips for Students **P.3**

Events (Current & Upcoming) **P.4**

What is F.Y.E. and Why Should I Get Involved?

By Carolina Longo, Paralegal Studies BAA Program at Lakeshore | Peer Mentor

Humber's First Year Experience (F.Y.E) is a program designed to assist first year students with their transition to Humber College. Currently, this program is exclusive to Humber's Lakeshore Campus and its students. It was officially launched in September 2012 as a way to connect with recent high school graduates and encourage them to get involved once they began their studies at Humber. The program assigns first year students to a Mentor in the same program; a student that will provide academic support, address concerns, and help build lasting friendships.

The F.Y.E. initiative connects Peer Mentors with mentees in the hopes of achieving an effortless and successful adjustment to College life. Peer Mentors are here to answer any questions and help guide the mentees in the right direction. It is an effective way to ensure students are given access to all the services, resources and information that Humber College has to offer.

For those who enjoy helping others and making a difference, joining this program will feel very rewarding.

Why Me?

Everyone should get involved with Humber's F.Y.E. program. Whether you are a first year student transitioning into the College life, or an upper year student, it is a great way to get connected. The benefits are endless, and the friendships formed along the way are priceless. Along with helping each other locate the many valuable on-campus resources, you will be given many opportunities to network with others in your program, as well as other programs, through our many F.Y.E. events.

F.Y.E. is a great way to meet new people, make connections and get involved with Humber life. If you are interested in learning more about this initiative, please have a look at our website:

<http://www.humber.ca/first-year-experience/>

The FACES The FACES of F.Y.E.

Exciting Future for the Lakeshore Campus Peer Mentoring Program: Record number of students show interest in getting involved with the FYE program.

By Doug Taylor, Paralegal Studies BAA Program at Lakeshore | <http://about.me/dougjtaylor> |
Original Interview: January 21, 2013

Phil Legate the Coordinator of Student Life for the „First Year Experience“ (FYE) recently made time to share some reflections from the last year and his future vision for the student peer mentoring program.

Speaking to recent changes made to the program's intake process Phil noted, "We decided that we were going to change FYE to more of an application or registration based program. So we have made that switch and already crushed our record. We are at about 180 students that are wanting peer mentor engagement, wanting to be a part of FYE."

"The signs are there that FYE is a program that people want to be a part of." Phil Legate went on to say, "The research indicates that this is a program that improves grades, improves student experiences and develops leaders. I am really looking forward to new developments and experiences."

How would you describe FYE to a new student?

It is a chance to connect with an experienced, senior or upper level student. Someone who has been through the ropes before; been through exams, first week of classes, maybe has some experience finding housing. They are getting the gift of that connection, someone to talk to about things: a way to meet new people and make some new friends or other mentees within the FYE program; and to gain that additional support, whether it's academic, social or structural.

What has surprised you the most so far about working with FYE?

I have seen a lot of initiative. I get to work closely with the senior peer mentors and the inspiration,

the motivation to develop, to come up with ideas, and to follow up on them, and to try new things has been incredible. I have been really fortunate to have such a dedicated and motivated staff team.

What types of attributes are common to those students who get involved with FYE?

They have a sense of, and a desire to develop, their leadership. I have had the opportunity to work with a lot of student leaders at Humber and they all seem genuinely interested in looking for positions of responsibility. They have interests in being able to manage some form of a team, whether it's a mentor group, a floor community in residence or a workshop. They are looking for those opportunities to be able to stretch their leadership potential and to challenge themselves.

What would you say to a student who was thinking of getting involved, but maybe a little hesitant?

I would suggest coming in to chat with anyone of us here at FYE in room A168. They could meet with a peer mentor if it is a volunteer position they want to learn about, or with a senior peer mentor if they are interested in a paid position. Check out the website. There is a lot of information for students that are a part of the program.



Phil Legate, BSc, BEd is the Coordinator, Student Life in Student Success & Engagement at Humber College, Toronto. 416-675-6622 ext. 3644, A168, phil.legate@humber.ca

Phil is an avid runner, successful in the Toronto Scotiabank waterfront and Ottawa ING marathons. The medals in his office proudly display his accomplishments.

SOCIAL MEDIA

Facebook-

<https://www.facebook.com/HumberFYE?fref=ts>

Twitter-

@HumberFYE

Humber-

<http://www.humber.ca/first-year-experience/>

SIGN UP

Get
Connected...

If you are interested with getting connected with a Peer Mentor, please visit

<http://www.humber.ca/first-year-experience/applications>

FIRST YEAR EXPERIENCE

VOLUME

1

ISSUE

2

March 2013

BULLETIN

We Are Hiring Mentors...

We are looking for Mentors for the Fall 2013/Winter 2014 school year. If you are interested in joining F.Y.E. as a volunteer Peer Mentor, visit us at:

<http://www.humber.ca/first-year-experience/applications> for more information.



**“1 in 3 women on the planet will be raped or beaten in her lifetime
One billion women violated is an atrocity
One billion women dancing is a revolution”**

<http://www.onebillionrising.org/pages/about-one-billion-rising>

By Nikki Tomasi, Child and Youth Worker
Diploma Program at Lakeshore | Senior
Mentor

On Thursday February 14th, 2013, the First Year Experience joined with activists around the world for ONE BILLION RISING, the largest day of action in the history of V-Day, the global activist movement to end violence against women and girls.

ONE BILLION RISING began as a call to action based on the staggering statistic that 1 in 3 women on the planet will be beaten or raped during her lifetime. With the world population at 7 billion, this adds up to more than ONE BILLION WOMEN AND GIRLS. On February 14, 2013, V-Day's 15th anniversary, The First Year Experience Program joined activists, writers, thinkers, celebrities, and women and men across the world, to express their outrage, demand

change, strike, dance, and RISE in defiance of the injustices women suffer.

The 1 Billion Rising event was held in A168 and students were invited to come by throughout the day and participate in working to end violence against women and girls. Those who came out were provided with lots of information about this important cause. If you were unable to make it, but would still like to learn more, visit:

<http://www.onebillionrising.org/pages/about-one-billion-rising>.

The logo for the 1 Billion Rising event, featuring the text '1 BILLION RISING' in large, bold letters, with '14 FEBRUARY 2013' and a small graphic of a woman with arms raised.

On V-Day's 15th Anniversary, 14 February 2013, we are inviting ONE BILLION women and those who love them to WALK OUT, DANCE, RISE UP, and DEMAND an end to this violence. ONE BILLION RISING will move the earth, activating women and men across every country. V-Day wants the world to see our collective strength, our numbers, our solidarity across borders.

1billionrising.org

The logo for the First Year Experience (F.Y.E.) program, featuring the letters 'F.Y.E.' in a stylized, blue font.

The FACES of F.Y.E.

A Typical FYE Senior Peer Mentor? Not quite! Kristina Lombardi is anything but typical.

Senior Peer Mentor, Kristina Lombardi, reflects on her time with the Lakeshore Peer Mentoring program.

By Doug Taylor, Paralegal Studies BAA Program at Lakeshore | <http://about.me/dougittaylor> |
Original Interview: February 15, 2013

As one of the original „First Year Experience“ (FYE) Senior Peer Mentors, Kristina Lombardi recently made time to share some reflections from the past year and talk about her future endeavours for her final year at Humber College.

In the last year, Kristina has been the recipient of two very distinguished awards:

Bachelor of Applied Arts-Criminal Justice-Citizenship Award - Presented to two students in any year of study in the program who demonstrated an outstanding commitment to their studies, the promotion of the program, to classmates, and a strong commitment to the values and ethics of the profession, as recommended by faculty to the Dean.

Student Appreciation Award - This certificate is awarded for contributions to the quality of student life and the Humber community. Nominations are made by fellow students and/or faculty and are then put before an awards panel. The judging panel decides which students are the most deserving of the award.

Kristina's journey to the role of Senior Peer Mentor started in 2010, as a volunteer for Humber Orientation. Among the many active roles in student campus life, Kristina has worked with Event Staff with the North Campus. *“One of the most exciting events that I have had the pleasure to be involved with is the opening of the Lakeshore „L Commons“ building in 2011. That was when I had my first introduction to FYE.”*

Kristina is involved with new FYE initiatives and she assists in event and communications management. As a Senior Peer Mentor, she leads a group of FYE Mentors through bi-weekly meetings and Blackboard groups. Kristina also welcomes visitors at the reception desk in the FYE Room (A168).



Kristina Lombardi is a third year Criminal Justice Degree student and Senior Peer Mentor at FYE. Kristina is a self-described 'go-getter', who enjoys meeting new people and is always looking for new experiences.

Her responsibilities include: in-person, telephone and email inquiries, event set-ups, and updating FYE's Facebook and Twitter social media platforms.

Why do you support the FYE initiative?

After attending my program orientation, I completed my first year at Humber. I had such a great experience in my first year that I felt I wanted to get involved. I wanted to help and give back to other first year students, so that they could have a similar positive experience.

What would you say to a student who was thinking of getting involved with FYE?

By getting involved with FYE, you will definitely meet new people. By knowing that you are giving back to the community and helping students, your personal school experience will be better. Many first-year students are not from the city, the province, or even the country so they may not have a strong support network. It means the world to first-year students when you can help them adjust to Humber/College life and feel welcome.

Is there any advice that you would like to share with other students?

Something I would definitely share with students is not to just volunteer because you need hours. Volunteer because of the benefits to others. It is good to be able to say you are giving back to the community and you are learning from the experience. To be able to say that “I loved Humber and that I gave back”, you can leave with no regrets. With one year left, I want to continue to challenge myself and try something new. I started off at Orientation, and I worked my way to the FYE program. Now it is time for me to take on new challenges.

Tips for Students... Resume & Cover Letter

By Carolina Longo, Paralegal Studies
BAA Program at Lakeshore | Peer
Mentor

Hiring season for the summer is just around the corner, is your resume ready?

Creating your resume can be a stressful process, but you must take the time needed to ensure it is effective enough to get you the job you deserve!

A Few Important Things To Note:

- Make sure your cover letter catches the employer's attention. Tell them a bit about yourself, but make them want to learn more by calling you in for an interview.
- Your cover letter should not be longer than 1 page. Your resume will fill in the rest of the details.
- Keep your resume simple, yet professional and avoid getting too creative with the design.
- Be positive and stress your achievements.
- Proofread for spelling, punctuation and grammar. Get someone to look it over for you.
- Double check that your contact information is correct.
- Most importantly, your resume must reflect who you are as an individual. Avoid misrepresenting yourself and your skills.

Attend the FYE Resume Workshop or visit the Career Center in H107 for more useful tips on Resumes & Cover Letters

We Are Looking for Peer Mentors...

We are looking for Mentors for the Fall 2013/Winter 2014 school year. If you are interested in joining F.Y.E. a volunteer Peer Mentor, visit us at:

<http://www.humber.ca/first-year-experience/applications> for more information.



Kael Cruz



Kayla Rehling

With the last issue of the 2012/2013 FYE Newsletter upon us, we would like to give Special Thanks to three individuals who helped the Newsletter Committee with the April issue of the FYE EYE.

Kayla Rehling is a student from the Hospitality and Tourism Management Degree Program. She is the winner of our "Name the Newsletter" contest. There were a few entries submitted, but the Newsletter Committee favoured her suggestion to include EYE in the title.

This idea was then taken over by Kael Cruz, who volunteered to design our new logo "FYE EYE." He did an outstanding job with it, and we would also like to thank him for his contribution.

Last, but not least, is Austin Mateka, a student from the Graphic Design program, who made a few suggestions about the design and layout.

Look for the next FYE EYE issue coming out in September 2013.

Humber Campus Clean-up



By Carolina Longo, Paralegal Studies BAA Program at Lakeshore | Peer Mentor



March 26, 2013 was campus clean-up day at Lakeshore campus. There was a great turnout, with 62 students taking time out of their day to help make our campus a more beautiful place.

We would like to thank all those who participated in the event, and congratulate the prize winners of the iPad mini and the Beats by Dre.



First Year Experience

2012/2013 Yearbook

By Doug Taylor, <http://about.me/dougjtaylor> | Paralegal Studies BAA Program, Lakeshore



Jenita Arevin
Graphic Design
Peer Mentor



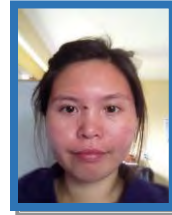
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(Post Graduate)
Senior Peer Mentor



**Marcia Caine-
Sergeant**
Child and Youth
Worker Program
Peer Mentor



Claudia Carino
Theatre
Performance
Program
Peer Mentor



Haixia Chen
Business
Management-
Financial Services
Peer Mentor



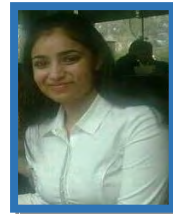
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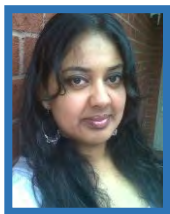


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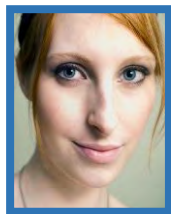
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Ilona Marzec
Emily Rockarts
Malenny Dini Santana

Gabby Elliot
Jenn Ferris
Ravisankar Sribalan
Blain Tattersall

Samnang Kim
Kyle Andrews
Kayla Bajnauth
Brigitte Carletti

Devanshi Shah
Haley Fisher
Ashley James
Emma Kastanis

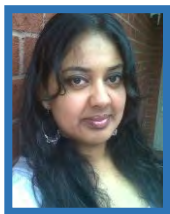


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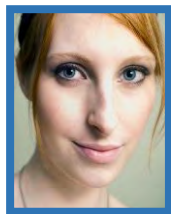
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