

## **KARMIC RETAINER**

### **CONTRACT FOR LEGAL SERVICES AND FEES**

#### **The Parties:**

Clients:

NAME(S)  
STREET ADDRESS, CITY, PROVINCE, POSTAL CODE  
CONTACT INFORMATION (TELEPHONE and EMAIL)

(the “Client Group”)

Lawyer:

**SHEIKH LAW**  
VICTORIA, BRITISH COLUMBIA

(the “Firm”)

Agreement:

(the “Contract”)

#### **Part 1: Our Services**

##### **Legal Services Covered by this Contract**

You have asked us to provide legal service to you with respect to assisting you with your employment matters with **the Government of British Columbia, the Government of Canada and your union**. We agree to continue to provide these services once we have received a signed and dated copy of this contract.

The legal services which may be required, if you instruct us to proceed, include but are not limited to the following:

- Attempting to negotiate resolution in this matter;
- Commencing litigation proceedings if necessary;

- If required, preparing for, attending and conducting examinations for discovery;
- Preparing for and attending at any applications made in the proceeding;
- If necessary, preparing for and attending at trial; and
- Obtaining a judgment, settling the order and enforcing the order granted by the court.

**Important clauses:**

Whereas: clients in this unprecedented situation are at or near personal bankruptcy.

Whereas: there have already been 5 suicide deaths linked to the Client Group and case.

Whereas: the Firm will do everything possible to avoid clients falling into despair, having a lack of hope, and having no support.

The Client Group agrees to the following terms and conditions in order for this contract to remain valid and enforceable:

1. They agree to take care of themselves, their family and their mental health, plus help others in the group in anyway that they can. Examples may include counseling, emotional and financial support for basic living costs and essentials such as rent, groceries, children's birthday gifts, etc.
2. This not a pro bono contract. This case will likely cost \$1-2 million if we go all the way to the end, being the Supreme Court of Canada.
3. We the Firm agree in writing to take the clients' case all the way to the highest court necessary.
4. After the Client Group has taken steps to address item number 1 above, they may pay the Firm any amount they can afford, including from any fundraising efforts. Any amount paid is considered a retainer and will be paid into Trust.
5. At the end of the case regardless of total bill or how much the Client Group has paid the Firm to date, they do not legally owe the Firm any money and the Firm waives all rights to sue the clients for any outstanding bill.
6. Despite the unique terms of this retainer, the Firm still has and owes every obligation to the Client Group under the Law Society of British Columbia's rules and they can sue or fire the Firm whenever they want.

7. At the end of their case, or at anytime if the Client Group feels the Firm has been paid too much, they have full right to tax any accounts with a registrar and have it reviewed.
8. The Client Group agrees to establish a hardship fund and fundraise for all of item number 1 above.

### **Additional information**

Every effort will be made to resolve issues for you in this way, however it is understood that, should either party decline to negotiate, or negotiations break down, access to court may be the only method of resolving the outstanding issues.

We will keep you informed about matters that arise and discuss with you any significant decisions you must make. We will give you legal advice, but you will make the final decisions.

### **Time**

If you should proceed to litigation, it can take many months to several years for litigation disputes to be settled by either trial or agreement. We will keep you fully informed of events as they develop in your case, but there may be periods of unavoidable delay. We will do what we can to try to minimize this problem.

### **Your Role as Clients**

You understand the importance of giving us all the facts and of being totally honest with us. We can only do our best job if we have your trust and are fully informed.

In particular, we ask you to give us all information you have, or have access to, which could help us in working on your case.

You agree to be the primary point of contact and instruction provider. This means we shall take instructions from you alone pertaining to movements and decisions relating to your matter.

## **Part 2: Fees, Expenses and Billing Arrangements**

### **Fees**

Any fees calculated will be based on an hourly rate and time spent. The undersigned lawyer will be the main lawyer responsible for your case, but from time to time other people in the

firm may do some of the work. Some work may be by a more junior lawyer, an articulated student or a paralegal, whose hourly rates vary.

### **Rates**

The hourly rate of Mr. Sheikh is \$650.00 per hour. Rates for other qualified lawyers, articulated students and paralegals vary and can range dependent upon experience.

### **Expenses**

In addition to fees, you agree to pay any expenses you can (also called disbursements). These may be billed from time to time and paid from any retainer which may have been provided.

### **Minor Expenses**

We will post/charge to your file for the minor ongoing expenses that we incur while representing you. Some of these expenses are long distance telephone calls, costs to deliver documents to court or to the other party's lawyer, court filing fees, and necessary searches.

### **Major Expenses**

We may have to hire other people, such as court reporters, expert witnesses, accountants, and property appraisers to help with your case. If we need to hire these people, we will first discuss the matter with you. We are authorized to reimburse the firm from any retainer you may provide to us from time to time by way of invoice to you, to be discussed beforehand.

### **Costs**

If we successfully settle your claim or win at trial, we may be able to seek a sum of money called costs. These costs, if we get them, will be applied to reduce any fees or disbursements owing to the firm, or will be sent to you if our accounts have been fully paid. Please note that costs are not guaranteed and will only reimburse some of the legal fees, and do not represent full indemnity.

### **PST and GST**

In addition to the legal fees and expenses, there is also PST and GST that are charged to your matter. Legal fees are subject to both PST and GST. Some disbursements incurred will be subject to GST, while others will include the GST or may be non-taxable disbursements.

## **Retainer**

Please note that funds in cash are not accepted, including for any retainer. As protecting your legal interest may require paying funds within certain time limits, it is recommended that you discuss with us any necessary arrangements in advance to provide payment to us by way of certified cheque, money order, bank draft, electronic transfer or credit card.

## **Periodic Billings**

We may bill your matter from time to time for our services and minor expenses as work is done, and will discuss it with you beforehand.

Due to the nature and sensitivity of this matter, and relevant privacy requirements, bills will not mention specific names or details of the handling of your matter. Bills will contain rather a general description of events without specified references.

## **Settlement or Judgment**

You agree that any money from a settlement or judgment, including costs, will be paid directly to the firm in trust to be dispersed to the Client Group by the firm.

## **Part 3: Dealing with Each Other**

### **Telephone calls**

We will try to return your telephone calls or respond to your emails and letters as quickly as possible, but will not always be able to do so on the same day that you have left a message. When representing a client in court, the lawyer devotes time during that period to that client and has only a limited ability to return other clients' calls or answer their letters. When it is your turn to go to trial, if that happens, we will be devoting all our time to you and your case.

We remind you that we will bill you for all telephone calls and meetings, including any time that may be needed to prepare for such conversations and document them afterwards.

If you have any questions or need to provide us with additional information, we suggest that you write to us or, if the lawyer is not available, to other staff who may be able to assist you or can pass on a detailed message.

If a matter is urgent, please let us know and we will make every effort to respond to you.

## **Ending the Relationship**

### By You

You are free to end our services before your case is completed by writing us a letter or note. We will ask you to sign a court form which tells the court that our firm no longer acts for you.

### By the Firm

We are free to withdraw our services at any time if we have a good reason. For example, we would be required to withdraw our services if a client:

- Misrepresented facts or failed to disclose important facts;
- Did not cooperate with us in any reasonable request; or
- Asked us to do something unethical or illegal.

We would also have to withdraw our services if we learned of a conflict of interest that would make it unethical for us to continue to act for you. A conflict of interest occurs when what is best for one of the clients of the firm somehow is not best for or hurts another of our clients. If we have to withdraw our services for you because of a conflict of interest, you will only have to pay our fees and expenses up to the time we stopped acting for you.

## **Confidentiality**

As your lawyer, we have to share relevant information about your case with the other party's lawyer and the court. But unless we need to share this information as part of our work, all information you give to the firm will be kept confidential between us.

## **No Guarantee of Success**

We will try our best in acting for you and give you our best legal advice. However, you understand that we cannot guarantee the successful collection of any funds. Remember that these issues may involve risk and uncertainties in the law, the facts, and the evidence, as well as the risk that the debtor cannot pay or is able to avoid payment of any amounts awarded or ordered to be paid to you.

## **Identification**

Lawyers are required to follow client identification and verification procedures when retained by a client to provide legal services. We may be required to obtain further information from you to verify your identity before we can take certain steps to obtain a settlement.

**Part 4: Review of this Contract**

For 3 months after signing this contract or after our relationship has ended, you have the right to ask the court to review this contract to see if it is unfair or unreasonable. You have the right even if our legal fees or expenses have been paid.

**Part 5: Signing this Contract**

This contract contains the whole agreement between us about our relationship with each other and our legal fees and expenses. It will not be changed unless we both agree and sign any changes. It will legally bind anyone, such as heirs or legal representatives, who replaces either you or the firm, but it does not legally bind other lawyers who might later act for you if you decide to end our relationship.

If you are satisfied with this contract, please sign and date both copies and return one of them to us. Keep one for your records. If there is anything you do not agree with, or if there is anything you would like to discuss before signing, please call or write us.

**SHEIKH LAW**

Per: \_\_\_\_\_  
*Umar Sheikh, Lawyer*

\_\_\_\_\_ Date

I, the undersigned, on behalf of the Client Group, have read this Contract carefully and confirm we agree with it.

\_\_\_\_\_  
CLIENT GROUP Representative

\_\_\_\_\_ Date

## Appendix "A"

### Legal Profession Act

#### SECTION 65

##### *Agreement for legal services*

- 65 (1) A lawyer or law firm may enter into an agreement with any other person, requiring payment for services provided or to be provided by the lawyer or law firm.
- (2) Subsection (1) applies despite any law or usage to the contrary.
- (3) A provision in an agreement that the lawyer is not liable for negligence, or that the lawyer is relieved from responsibility to which the lawyer would otherwise be subject as a lawyer, is void.
- (4) An agreement under this section may be signed on behalf of a lawyer or law firm by an authorized agent who is a practicing lawyer.

SBC 1998-9-65, effective December 31, 1998 (8.C. Re g. 473/98).

#### SECTION 66

##### *Contingent fee agreement*

- 66 (1) Section 65 applies to contingent fee agreements.
- (2) The benchers may make rules respecting contingent fee agreements, including, but not limited to, rules that do any of the following:
- (a) limit the amount that lawyers may charge for services provided under contingent fee agreements;
  - (b) regulate the form and content of contingent fee agreements;
  - (c) set conditions to be met by lawyers and law firms making contingent fee agreements.
- (3) Rules under subsection (2) apply only to contingent fee agreements made after the rules come into force and, if those rules are amended, the amendments apply only to contingent fee agreements made after the amendments come into force.



(4) A contingent fee agreement that exceeds the limits established by the rules is void unless approved by the court under subsection (6).

(5) If a contingent fee agreement is void under subsection (4), the lawyer may charge the fees that could have been charged had there been no contingent fee agreement, but only if the event that would have allowed payment under the void agreement occurs.

(6) A lawyer may apply to the court for approval of a fee higher than the rule permits, only

- (a) before entering into a contingent fee agreement, and
- (b) after serving the client with at least 5 days' written notice.

(7) The court may approve an application under subsection (6) if

- (a) the lawyer and the client agree on the amount of the lawyer's proposed fee, and
- (b) the court is satisfied that the proposed fee is reasonable.

(8) The following rules apply to an application under subsection (6) to preserve solicitor client privilege:

- (a) the hearing must be held in private;
- (b) the style of cause must not disclose the identity of the lawyer or the client;
- (c) if the lawyer or the client requests that the court records relating to the application be kept confidential,
  - (i) the records must be kept confidential, and
  - (ii) no person other than the lawyer or the client or a person authorized by either of them may search the records unless the court otherwise orders.

(9) Despite subsection (8), reasons for judgment relating to an application under subsection (6) may be published if the names of the lawyer and client are not disclosed and any information that may identify the lawyer or the client is not disclosed.

SBC 1998-9-66, effective December 31, 1998 (B.C. Reg. 473/98).

## SECTION 67

### *Restrictions on contingent fee agreements*

- 67 (1) this section does not apply to contingent fee agreements entered into before June 1, 1988.
- (2) A contingent fee agreement must not provide that a lawyer is entitled to receive both a fee based on a proportion of the amount recovered and any portion of an amount awarded as costs in a proceeding or paid as costs in the settlement of a proceeding or an anticipated proceeding.
- (3) A contingent fee agreement for services relating to a child custody or access matter is void.
- (4) A contingent fee agreement for services relating to a matrimonial dispute is void unless approved by the court.
- (5) A lawyer may apply to the court for approval of a contingent fee agreement for services relating to a matrimonial dispute and section 66 (7) to (9) applies.

SBC 1998-9-67, effective December 31, 1998 (B.C. Reg. 473/98).

## SECTION 68

### *Examination of an agreement*

- 68 (1) This section does not apply to agreements entered into before June 1, 1988.
- (2) A person who has entered into an agreement with a lawyer may apply to the registrar to have the agreement examined.
- (3) An application under subsection (2) may only be made within 3 months after
- (a) the agreement was made, or
  - (b) the termination of the solicitor client relationship.
- (4) Subject to subsection (3) herein, a person may make an application under subsection (2) even if the person has made payment under the agreement.
- (5) On an application under subsection (2), the registrar must confirm the agreement unless the registrar considers that the agreement is unfair or unreasonable under the circumstances existing at the time the agreement was entered into.

- (6) If the registrar considers that the agreement is unfair or unreasonable under the circumstances existing at the time the agreement was entered into, the registrar may modify or cancel the agreement.
- (7) If an agreement is cancelled under subsection (6), a registrar
  - (a) may require the lawyer to prepare a bill for review, and
  - (b) must review the fees, charges and disbursements for the services provided as though there were no agreement.
- (8) A party may appeal a decision of the registrar under subsection (5) or (6) to the court.
- (9) The procedure under the Rules of Court for the assessment of costs, review of bills and examination of agreements applies to the examination of an agreement.

SBC1998-9-68, effective December 31, 1998 (B.C. Reg. 473/98).