

**Carole Curtis, B.A., LL.B.**  
Barristers & Solicitors

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## **BILLING INFORMATION FOR NEW CLIENTS**

### **AREAS OF PRACTICE**

1. The major area of practice for our firm is family law. Each of us has experience working with family law problems, which experience is applied on a team basis for your benefit. The services of others in the law firm are available by way of assistance to us, in order to handle your case quickly and economically. Although one lawyer may generally have responsibility for the conduct of any negotiations or legal proceedings on your file (this is called "carriage" of your case), we will delegate, where appropriate, work to be done on your file to other staff members, including the other lawyers. The people we will be relying on will be the other lawyers in the firm, and our clerks and support staff. This will enable us to handle your case quicker, in some instances, and cheaper. This may mean that more than one lawyer is working on your file. Carole Curtis will not do the day-to-day work on your file. One of the other lawyers (Valda Blenman or Victoria Starr) will do that. The purpose of this work style is to ensure that your work is done as quickly, as efficiently and as cheaply as possible. That is what our clients want.

2. Our firm also deals with wills and estates, and particularly estate litigation. The time of a separation or especially, a remarriage, is a good time to prepare a new will.

### **FEES**

3. Our fees are based on the following elements:

- (a) The time spent on your behalf, and the service which is performed;
- (b) The complexities of the issues, and your potential

emotional and monetary exposure;

- (c) The results accomplished, and the extent to which the expertise of this firm contributed to a successful outcome;
- (d) The degree and type of resistance encountered; and,
- (e) The extent to which any work needs to be performed on an emergency basis.

4. None of these elements is capable of a precise arithmetic assessment, and no such assessment is attempted, except in a general way with respect to the time spent. A standard hourly rate, as set out below, is applied to convert the time into a monetary figure. Any amount that exceeds the number of hours multiplied by the standard rates is the result of the weighing of the other elements mentioned.

5. Standard hourly rates are charged by us for the work done by the lawyers and our law clerks, and for the time spent on your case. Records are kept (in our computer time-keeping system) by us to the nearest one tenth of an hour, for all activity on your case, including conferences, telephone calls, voicemail, e-mail, preparing correspondence and memoranda, drafting documents, research and travel time. Each hour billed to you is based on actual work done on your particular case. Our time-keeping software has an actual timer feature, and we are finding that our time-keeping for our clients is more precise and more detailed than ever.

6. Our absence from the office on your behalf is charged at the usual hourly rate. Travel time includes attending at court, settlement conferences, meetings, or consultations on your behalf. We will minimize travel expenses and courthouse time, if any, wherever we are able. However, as you will be charged for our travelling time (in addition to the counsel fee), it may be worthwhile to consider whether a Toronto lawyer is desirable for you if your litigation is taking place in another community.

7. These are our present rates:

|                   |                  |
|-------------------|------------------|
| Carole Curtis     | \$00.00 per hour |
| Valda I. Blenman  | \$00.00 per hour |
| Victoria A. Starr | \$00.00 per hour |

Law clerks \$00.00 per hour (Pauline Lee, Bernice Daigle \$00.00 per hour)

8. Where the lawyers consult on your file (in person or electronically), you are billed for the time of the lawyers involved. Consultation between lawyers takes place to decide work assignments on larger matters, to delegate tasks, to determine strategy and to consult on legal issues. This consultation is an important part of the progress of your case, and in many ways, is the work we do for you.

9. If there is a court case in your file, services performed in court and settlement conferences are charged on the basis of a counsel fee, calculated by the day rather than by the hour. This method attempts to account, in part, for our unavailability to other clients during these periods, and for the need to set aside fixed blocks of time for a court appearance. Where the attendance is for part of a day only, the fee is portioned accordingly. These rates are based on the average court day being approximately 5 hours. If the court day is significantly longer than this, the rate will be increased. These are our counsel fees (in York County):

|                   |                    |
|-------------------|--------------------|
| Carole Curtis     | \$0,000.00 per day |
| Valda I. Blenman  | \$0,000.00 per day |
| Victoria A. Starr | \$0,000.00 per day |

10. If your appointment is for a consultation only, in order for you to receive advice on a limited number of issues, or, for example, for a second opinion, you will be billed a flat rate consultation fee, payable on the conclusion of the consultation. The consultation is not meant to deal with your whole legal problem. These rates are reduced rates, and apply only if the fee is paid at the time of the consultation. The rates are calculated on the basis of the average amount of time spent by the lawyers on consultations in the most recent year. The consultation rates do not apply if you retain the law firm to perform work on your behalf, nor do they apply if you return for a second meeting. In that case, you will be billed at our usual hourly rates. These are our usual consultation rates:

|                   |         |
|-------------------|---------|
| Carole Curtis     | \$00.00 |
| Valda I. Blenman  | \$00.00 |
| Victoria A. Starr | \$00.00 |

11. We have sometimes increased our hourly rates and our counsel fees to meet rising costs and to reflect our increased expertise. This retainer is subject to our

right to make similar adjustments if circumstances should change again. Unless you are advised otherwise, our fees will be increased annually by no more than 10%.

12. If our work for you includes the drafting of a contract (a separation agreement, marriage contract, minutes of settlement or other family law contract), we charge a flat rate for the contract itself (which does not include the negotiations around the contract). The rate for the contract ranges from \$0,000.00 to \$0,000.00. The choice of rate is influenced, in part, by the number of and complexity of the issues involved, your financial exposure, and the amount of original drafting required.

## **EXPERTS**

13. It is increasingly necessary for us to consult outside experts to assist in the presentation and preparation of your case. The two most obvious examples of this are health care professionals (for example, a social worker, psychologist, or psychiatrist), or financial professionals (for example, an accountant, a business valuator, or an actuary for pension valuations).

14. The health care professionals we use are also available to help us help you through this difficult time, and they can assist by making referrals to outside resources where family or individual counselling is appropriate, and you request such a service.

15. Accountants are sometimes necessary to assist in obtaining and processing financial information necessary to prepare and present claims for support and for property. The introduction of the Child Support Guidelines in 1997 has resulted in an increase in our use of accountants to determine the payor's income (particularly for self-employed payors).

16. It is to be understood that we are permitted to obtain this assistance for you, at prevailing rates, at our discretion. Generally, our clients deal directly with the expert, and make payment arrangements with the expert personally. This direct contact also has the benefit of avoiding duplication, and reducing cost.

## **DISBURSEMENTS**

17. Disbursements are out-of-pocket expenses covering such items as couriers, printing and photocopying (\$.25 per page), long distance telephone calls, facsimile transmissions (\$.50 per page to send, \$.75 per page to receive), postage, court filing fees, parking (at court, or at other meetings), paralegal services (to make filings at the court offices) and transcripts of examinations, and could include fees for accountants and other outside experts (if we incur those fees). Attached is a copy of the fee schedule charged by the Superior Court of Justice, for the issuing and filing of documents in that court. These items are shown separately on our accounts, and are charged to you at cost, in addition to the fee.

18. The firm uses an on-line service for legal research. This means that it is no longer necessary to physically go to a law library to do legal research in most of the cases which require it. As a result, the availability of this online service has reduced costs for our clients. Not all our cases need legal research. The disbursement cost of legal research done online is \$00 per hour, charged to you as a disbursement, in addition to the lawyer's hourly fee for the time spent.

## **RETAINER**

19. The retainer is an amount paid to our firm in trust, for deposit to your credit, on the understanding that it will be used to satisfy our accounts for legal services, and disbursements, at the time accounts are delivered. The retainer is a source of payment for your accounts. You are expected to provide and replace the retainer when requested, as it is spent, so that we continue to have enough money in trust to cover the work we have done, and the next step which needs to be done. Until you provide us with a retainer, or replace it when it is exhausted, we will not work on your file.

20. You are responsible for the fees and disbursements not covered by the initial or replacement retainer. Of course, any unused portion of the retainer will be refunded to you at the end of our work for you.

21. The retainer is not a flat fee or an estimate of the cost of your work. The amount of the retainer is arbitrary to some extent, and should not be taken as an estimate of the cost of the completion of the work in your particular case. At this point, before the issues are clarified, and before we know the degree of resistance to be offered, we cannot predict the amount of work to be done, nor the time needed to complete it.

22. If we are to start negotiations on your behalf, our usual retainer is \$000.00. If we are to begin litigation on your behalf, our usual retainer is \$0,000.00 to \$00,000.00, depending on the urgency of the situation and the complexity of the case. If your case is already in litigation, our retainer may be more, particularly if there is much to be done, or the matter is urgent.

### **COST OF LEGAL SERVICES**

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

24. If you have concerns about our inability to provide an estimate for you, please advise us now, so that there is no future confusion.

### **ACCOUNTS**

25. We prepare interim accounts on a regular basis, usually on the 15th and 30th of the month, for fees and disbursements. If your case is very active, particularly if we are in court for you, you may get accounts from us weekly. This is, in part, an effort to ensure that you have a good understanding of what the case is costing you at all times. For most people, the cost of the case will be an influencing factor in decision-making about the next step to take, and the kind of response to make to the other side; in our experience, it should be. The amount of fees on the interim accounts is usually based on time spent, but where appropriate, could include an additional charge based on the other elements referred to above.

26. We send accounts by e-mail, if that is possible. If we cannot send your accounts to you this way, please let us know.

27. We accept payment of fees and disbursements by VISA, and you may consider that as an alternative in settling your outstanding accounts with us, or in providing or replacing the retainer.

## INTEREST

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

## PROGRESS OF YOUR CASE

29. We will keep you informed of all developments in your case. We forward to you copies of all relevant correspondence between lawyers, pleadings, and any other court documents, and reports. We will send you copies of this material by e-mail, if possible, and if not, then we can send you paper copies of this material. **It is important to keep this material**, and, it is to your advantage to maintain it in an organized format. If you need additional paper copies of correspondence or pleadings, we can make them available to you at our usual rates for printing and photocopying, and any other work involved. We suggest you keep the correspondence in one file and the pleadings and other court documents in another file, and all of the documents in chronological order.

## ENDING OUR WORK FOR YOU

30. At any time, you may fire us by giving us written notice to stop all work on your behalf, and paying any balance owing. If the law firm is shown on court documents as your lawyers, then it is not as simple as just telling us to stop all work on your behalf. The court records must be formally changed, in writing. Usually we can file a document which you sign, telling the court and the other side that we are not your lawyers any longer.

31. Subject, always, to our obligation to ensure proper standards of professional conduct, we can also end the solicitor-client relationship. If this should happen, we will do so in writing, and we will assist in the transfer of your file, if appropriate.

32. You should be aware of some of the circumstances that may cause us to end the retainer:

- (a) we cannot get instructions from you;
- (b) you lose confidence in our ability or advice;
- (c) a conflict of interest arises;
- (d) we cannot accept your instructions for ethical reasons;
- (e) you mislead us in a material matter or you lie to us;
- (f) the retainer has not been provided or replaced;
- (g) our accounts remain unpaid for 30 days, and no mutually agreeable arrangements have been made.

33. If it is necessary for us to take legal steps either to end our representation of you or to collect our accounts, you will be charged for the time involved.

## **CONFLICT AND FAMILY LAW**

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

1 October 2003