



Canadian Lawyers Liability Assurance Society

2021/2022 Renewal Application for  
Excess Professional Liability Insurance

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This application is made by the undersigned member (the "Firm") of the Canadian Lawyers Liability Assurance Society ("CLLAS") for issuance by CLLAS to the Firm of policies of professional liability insurance.

**Note:** *The policies applied for are "claims made" policies and only provide coverage for claims first made against the Insured during the policy period.*

Please answer ALL questions. Where space to answer is insufficient, attach a separate sheet.

1. Name of Firm (Named Insured): Weirfoulds LLP  
\_\_\_\_\_
2. Address of principal office: 4100 – 66 Wellington Street, PO Box 35  
TD Bank Tower, Toronto ON M5K 1B7  
\_\_\_\_\_  
Phone: (416) 365-1110 Fax: (416) 365-1876  
\_\_\_\_\_  
3. Address, phone, and fax numbers of other office(s):  
Suite 10, 1525 Corwall Rd Oakville, ON L6J 0B2  
Ph: (905) 829-8600, Fx: (905) 829-2035  
\_\_\_\_\_  
\_\_\_\_\_  
4. Management or service companies, date(s) established, and services provided:  
WEIRFO Management Ltd – {remises Lessor  
\_\_\_\_\_  
\_\_\_\_\_  
5. Is the Firm a multi-disciplinary partnership ("MDP")? ☐ yes ☒ no  
  
If "yes", provide date MDP was established and name the non-lawyer partners and their respective disciplines.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



6. Since the most recent CLLAS application, has the name of the Firm been changed, or has any firm merged into the Firm? If so, give full particulars (including the number of lawyers merged into the Firm in each such situation) unless previously provided.

No

7. Attached, as Appendix A, is a list of the Firm's predecessor firms resulting from mergers since July 1, 1987. Is the list complete?

☒ yes ☐ no

If "no", please provide update.

Note: A predecessor firm is one a) which has undergone dissolution; and b) in which more than 50% of the partners and employed lawyers became partners and employed lawyers of the Firm.

8. Please complete Appendices B and C to provide the following details as of February 15, 2021:
- a) Number of lawyers (including partners, employed lawyers, counsels/of counsels, and lawyer consultants).
  - b) Number of patent & trademark agents (who are not lawyers).
  - c) Number of other non-lawyer consultants.
  - d) Number of paralegals.
  - e) Number of other employees.
  - f) If applicable, the number of lawyers who are not partners, employed lawyers, counsels/of counsels, or lawyer consultants of the Firm who, directly or indirectly, provide services to professional corporations which are partners of the Firm. Please identify such individuals and professional corporations as requested in Appendix B.

Note: A common professional corporation structure is one where the lawyer remains a partner of the firm but the firm contracts with a professional corporation to provide the services of the partner to the firm via the professional corporation. Those lawyers would be accounted for in a) above. Question f) is intended to address an alternative structure whereby the professional corporation itself is a partner of the firm and it contracts directly or via another professional corporation with a lawyer to provide professional services.



9. Please show the Firm's practice split by indicating the approximate percentage of billings for the following areas of law:

	<u>This Year</u>		<u>Last Year</u>	
a) Corporate and Commercial Law	<u>25.5</u>	%	<u>28.5</u>	%
b) Criminal Law	<u>          </u>	%	<u>0</u>	%
c) Family Law	<u>          </u>	%	<u>0</u>	%
d) Intellectual Property	<u>          </u>	%	<u>0</u>	%
e) Labour Law	<u>          </u>	%	<u>0</u>	%
f) Litigation	<u>26.7</u>	%	<u>27.1</u>	%
g) Real Estate	<u>7.9</u>	%	<u>10.5</u>	%
h) Securities Law	<u>10.6</u>	%	<u>4.8</u>	%
i) Tax Matters	<u>          </u>	%	<u>0</u>	%
j) Wills, Estates, Trust	<u>3.3</u>	%	<u>5.0</u>	%
k) Other (please specify)	<u>26.0</u>	%	<u>24.1</u>	%

10. Have any of the lawyers, or non-lawyer consultants listed in Appendices B and C, or former lawyers, or former non-lawyer consultants of the Firm been the subject of disciplinary proceedings, suspended, or disbarred from practice since the date of the Firm's most recent CLLAS application?  
☐ yes      ☒ no

If "yes", please provide full details:

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11. Attached, as Appendix D, is a description of the "Associated Firms" and "Umbrella Firms" which are identified in the Associated Firm Endorsement (Endorsement No. 1) of the current CLLAS Primary Policy. Please verify and update where appropriate and advise CLLAS of any anticipated changes.
12. Canadian law society programs may restrict coverage if Professional Services are provided outside of Canada or if the Professional Services relate to non-Canadian law. The CLLAS Primary Policy also excludes coverage for lawyers providing Professional Services from a U.S. office, as well as the practice of non-Canadian law. Please provide details of such services in Appendix E.
13. Attached, as Appendix F, is a schedule of claims and notices which have been given to the applicable law society and CLLAS as of December 31, 2020. Please verify and provide any changes in status. All known claims or notices that are not on the schedule, including those reported to any underlying insurance carrier, should be reported up to the date of this application. **Notices on this application are not considered proper notice of a claim.**

If applicable, CLLAS will also require an update on claims of your predecessor firms which were reported prior to any merger which are paid or currently reserved in excess of \$500,000.





Note: All claims or notices require the following details: name of lawyer, name of claimant, date claim reported, error date, date claim closed (if applicable), a brief description of the claim including damages sought, amount paid (legal & indemnity, and amount reserved (legal & indemnity).

14. Will the Firm purchase coverage under the CLLAS optional excess layer?

☐ yes ☒ no

If "yes", please indicate preferred limit option:

☐ \$10M xs \$160M ☐ \$20M xs \$160M  
☐ \$30M xs \$160M ☐ \$40M xs \$160M  
☐ \$50M xs \$160M ☐ \$60M xs \$160M

If you currently buy the maximum limits available (i.e., \$250MM including the umbrella layer) would you be interested in purchasing an additional umbrella layer of \$50MM?  
(Note that this question is for planning purposes only.)

☐ Interested ☐ Not Interested

15. Under Appendix G, please provide a full description of the Firm's most current risk management policies and procedures or, if appropriate, an update to your response to Appendix G of last year's renewal application.

16. Please complete Appendix H to provide underwriting information with respect to cyber liability.

17. Please attach, with Appendix I, a copy of the Firm's 2021 Professional Liability Insurance Application and Exemption Form submitted to LawPro.

The undersigned hereby declares that the above statements and particulars, including those set forth in Appendices A through I, are true and that no material facts have been omitted, suppressed or misstated and that this application, which is deemed to include the information from any previous applications completed by the Firm for CLLAS, shall be the basis of each of the insurance contracts with CLLAS.

Signature: \_\_\_\_\_

(Must be signed by a Partner of the Firm)

Name of Signatory: \_\_\_\_\_

**Wayne Egan, Managing Partner**

(Who shall be the designated contact person between CLLAS & the Firm as respects this insurance.)

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

**March 4, 2021**

## APPENDIX A

## Predecessor Firms

## Name of Firm

WeirFoulds LLP

Note: A predecessor firm is one a) which has undergone dissolution; and b) in which more than 50% of the partners and employed lawyers became partners and employed lawyers of the Firm.

[illegible]

# APPENDIX B

Active Members of the Firm as of February 15, 2021

Name of Firm

WeirFoulds LLP

Updated as of (Enter Date):

February 15, 2021

	CANADA					
	<u>B.C.</u>	<u>Alberta</u>	<u>Ontario</u>	<u>Quebec</u>	<u>Nova Scotia</u>	<u>Other Provinces</u> (Please specify, change heading)
a) No. of Lawyers <sup>/1</sup>			91			
b) No. of Patent & Trademark Agents <sup>/2</sup>						
c) No. of Non-lawyer Consultants <sup>/3</sup>			1			
d) No. of Paralegals						
e) No. of Other Employees			101			
f) No. of lawyers who are not employees of the Firm who, directly or indirectly, provide services to professional corporations which are partners of the Firm <sup>/4</sup>			22			

OUTSIDE OF CANADA <sup>/5</sup>				
<u>U.S.</u>	<u>China</u>	<u>South Africa</u>	<u>St. Kitts and Nevis</u>	<u>Other Countries</u> (Please specify, change heading)
			1	

/1 Including partners, employed lawyers, counsels/of counsels and lawyer consultants

/2 These are not lawyers.

/3 Please complete Appendix C if individuals are reported under this category

/4 Lawyers reported here should not be included under a).(See note at Question 8.f) of the application.;

/5 Please complete Question 3 of Appendix E to provide further information on lawyers reported under these columns

Please attach a list of the lawyers reported under a) above, showing in each case his/her full name, date of call, date joined the Firm and, if applicable, date became partner.

Please attach a list of the names of the individuals reported under f) above, together with the names of the professional corporations to which they provide services.

If underlying insurance is purchased outside any Canadian mandatory law society program for lawyers, please provide full details under Appendix E, Question 4.

If members of the Firm, either alone or with others, engage in the conduct of any profession or business other than the practice of law (e.g. financial management, mortgage brokering or other consulting; underwriting or brokering of securities or investment banking activities; real estate appraisal; actuarial analysis) either directly or indirectly as an agent, employee or partner of any organization, please provide full particulars such as percentage of practice other than Law.

Last Name	First Name	Called to Bar	Joined Firm
Abela	Caroline E.	2002	2003
Ackerley	Glenn	1989	1989
Allen	Mac	2013	2013
Anand	Raj	1980	1998
Arezes	Richard J.	2010	2010
Armstrong	Alyssa	2017	2019
Astolfo	Sandra	1995	2016
Baker	Denise	2003	2013
Bobechko	Janet	1991	2020
Bogach	Faren H.	2008	2010
Boritz	Lia	2016	2016
Borsook	Lisa	1982	1982
Brock Ko	Cecile	2014	2019
Bromstein	Alan	1976	2014
Brown	David S.	1989	1989
Buhlman	John M.	1981	1981
Burns	Clare E.	1991	2008
Carpenter	Philip	2013	2018
Chaytor	Krista	2000	2000
Chiesa	Nadia	2011	2011
Cho	Philip	2002	2018
Clute	Alec K.	1985	1985
Conrod	Paul	2019	2019
Cowan	Jeffrey	1978	1978
Danay Wallace	Lisa	2015	2018
Datt	Raj	2002	2018
De Melo	James	2020	2020
deSereville	Chantal	2018	2020
DiCenzo	Alexandra	2019	2019
Doak	Stephen B.	2007	2007
Dolphin	Michael	2005	2005
Dooley	Conor	2010	2010
Dougherty	M. Jill	1986	1986
Douglas	Heather	1980	2016
Duffy	Lori	1984	1984
Eberschlag	Robert	2000	2018
Egan	Wayne	1990	1990
Eisenberg	Robert	2015	2015
Engell	Bruce H.	1989	1989
English	Shawn	2017	2017
Ferguson	Daniel	1984	1989
Filson	Ryan	1999	1999
Finlay	Bryan	1969	1970
Foran	Sean	1990	1990
Formosa	Albert	1986	1986
Goldstein	Micah	2013	2020
Grafstrom	Viktoria	2020	2020
Han	Susan	1988	2017
Howard	Adrian	2017	2017

Last Name	First Name	Called to Bar	Joined Firm
Jacobsen	Peter	1978	2020
Jaskiewicz	Wojtek	2004	2021
Jeffrey	Ada	2017	2018
Kehar	Raj	2011	2019
Keung	Wendes	2020	2020
Kinkartz	Lara	2014	2015
Knight	David	1982	2018
Kosa	James	2006	2018
Kroman	Ralph	1984	1988
Kuchar	Brian	2011	2018
La Neve	Bianca V.	2002	2011
Lee	Karsten	2007	2007
Lozinski	Andrian	2014	2020
Ly	Michael	2018	2020
MacDonald	Andrew	2008	2020
Mah	Megan	2016	2016
Martins	Carlos	1996	2020
McKenna	Debra	2011	2018
McLellan	Bradley	1979	1982
McNevin	Claire	2019	2019
Millar	W. A. Derry	1974	1974
Monteith	Maralynne A.	1980	2002
Morris	Ryan	2003	2014
Nadeau	Marie-Pier	2007	2018
Nugent	Patrick W.	1999	2005
O'Connor	Les J.	1974	1974
Pandell	John L.	1988	1988
Patriquin	Scot	2003	2016
Peglar	Hayley	2014	2014
Perera	Rochelle	2012	2018
Prehogan	Kenneth	1980	1980
Richards	J. Gregory	1982	1982
Romano	Emma	2018	2020
Ross	N. William C.	1969	1969
Rotman	Talia	2019	2019
Rouleau	Sylvain	2010	2013
Rukavina	Steven	1994	1994
Scorgie	Jeff	2015	2015
Siferd	John	2020	2020
Shafir	Max	1967	2016
Sim	Janet	1982	2019
Singh	Aashima	2017	2017
Sinn	Francisca	2000	2020
Skrow	Max Anthony	2020	2020
Statham	Michael	1998	1998
Steven	Caitlin	2016	2016
Suszek	Agatha	2020	2020
Swartz	Michael	2002	2002
Sydorenko	Julia	2018	2018



Updated Feb 15, 2021

Appendix B-1

Last Name	First Name	Called to Bar	Joined Firm
Tarshis	Debbie S.	1984	1984
Tereshyn	Christina	2015	2015
Thavaraj	Kartiga	2018	2018
Theeuwen	Kayla	2015	2015
Thompson	David R.	1989	2004
Thomson	Dan	1997	2019
Tzekas	Christopher J.	1979	1979
Vermette	Marie-Andree	2001	2001
Walwyn	Frank E.	1995	1995
Wilbee	Alexandra	2006	2015
Wilkinson	John B.A.	1987	1987
Wong	Vickie	1991	2016
Wong	Thomas	2012	2018
Wong	Daniel	2001	2018
Yau	Alvin	2019	2019
Yun	Sarah	2014	2014

**Professional Corporations - 2021**

	Name	Role	Professional Corporation Name	
1	Ackerley, Glenn	Partner	Glenn W. Ackerly Professional Corporation	
2	Anand, Raj	Partner	Raj Anand Professional Corporation	
3	Baker, Denise	Partner	Denise Baker Professional Corporation	
4	Borsook, Lisa	Partner	Lisa A. Borsook Professional Corporation	
5	Buhlman, John	Partner	John M. Buhlman Professional Corporation	
6	Chaytor, Krista	Partner	Krista R. Chaytor Professional Corporation	
7	Cowan, Jeff	Partner	Jeff G. Cowan Professional Corporation	
8	Duffy, Lori	Partner	Lori M. Duffy Professional Corporation	
9	Egan, Wayne	Partner	Wayne Egan Professional Corporation	
10	Ferguson, Dan	Partner	Daniel P. Ferguson Professional Corporation	
11	Filson, Ryan	Partner	Ryan M. Filson Professional Corporation	
12	Foran, Sean	Partner	Sean G. Foran Professional Corporation	
13	Formosa, Albert	Partner	Albert G. Formosa Professional Corporation	
14	Kroman, Ralph	Partner	Ralph H. Kroman Professional Corporation	
15	Kussner, Barnet	Partner	Barnet H. Kussner Professional Corporation	
16	Lee, Karsten	Partner	Karsten T. Lee Professional Corporation	
17	McLellan, Brad	Partner	Bradley N. McLellan Professional Corporation	
18	Prehogan, Ken	Partner	Kenneth Prehogan Professional Corporation	
19	Swartz, Michael	Partner	Michael R. Swartz Professional Corporation	
20	Eberschlag, Robert	Partner	Robert Eberschlag Professional Corporation	
21	Kosa, James	Partner	James Kosa Professional Corporation	
22	Jaskiewicz, Wojtek	Partner	Wojtek Jaskiewicz Professional Corporation	
<b>Former Professional Corporations</b>				

## APPENDIX C

**Active Non-Lawyer Consultants Of The Firm As Of February 15, 2021  
(Excluding Patent & Trademark Agents)**

Name of Firm

WeirFoulds LLP

Updated as of (Enter Date):

February 15, 2021

SECTION A

[illegible]

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

/2 Please complete this column ONLY for individuals who are not acting under the supervision of a lawyer AND FOR THAT PORTION OF TIME THE INDIVIDUAL IS NOT ACTING UNDER THE SUPERVISION OF A LAWYER.

# APPENDIX C

Active Non-Lawyer Consultants Of The Firm As Of February 15, 2021  
(Excluding Patent & Trademark Agents)

Name of Firm

WeirFoulds LLP

Updated as of (Enter Date):

February 15, 2021

## SECTION B

Please provide the following details on the underlying insurances purchased and attach a copy of the policies:

Type of Exposure:	Errors and Omissions
Insurance Carrier:	Victor Canada
Policy Number:	SRD562645
Period of Insurance:	01 January 2021 - 01 January 2022
Retroactive Date:	
Limit (Per Claim):	\$5,000,000
Limit (Aggregate):	\$5,000,000

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

## APPENDIX D

## "Associated Firms" and "Umbrella Firms"

## Name of Firm

WeirFoulds LLP

[illegible]

## APPENDIX E

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

Name of Firm

WeirFoulds LLP

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

February 15, 2021

## 1 Professional Services Provided by Canadian Lawyers Relating to Non-Canadian Law

Please provide the following information on lawyers primarily resident in Canada who provide Professional Services relating to non-Canadian law (not including those which are incidental to the practice of Canadian law). Please only report on lawyers with more than 5% of docketed time in this category.

Name of Lawyer	Province the Canadian Lawyer is based out of	Location of Office (Non-Canadian)	% of Docketed Time Relating to Non-Canadian Law
Nadia Chiesa	Ontario		66%
Kayla Theeuwen	Ontario		80%

## 2 Professional Services Provided by Canadian Lawyers from a U.S. Office

Please provide the following information on lawyers primarily resident in Canada who provide Professional Services part time in an office or branch of the Firm located in the United States. Please only report on lawyers with more than 5% of docketed time in this category.

[illegible]

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

### 3 Professional Services Provided by Offices Outside of Canada

Please provide the following information on all lawyers reported in Appendix B under the “Outside of Canada” column.

[illegible]



# APPENDIX E

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

Name of Firm

WeirFoulds LLP

Updated as of (Enter Date):

February 15, 2021

### 4 Other Insurance

For the exposures identified in Questions 1, 2 and 3 above, please provide details of specific insurance protection (e.g. coverage provided for a non-Canadian office or by a non-Canadian law society) as well as a copy of the policies.

Type of Exposure:	Professional Liability (International)
Insurance Carrier:	Price Forbes
Policy Number:	B0507NM2000014
Period of Insurance:	15 July 2020 - 15 July 2021
Retroactive Date:	
Limit (Per Claim):	\$450,000
Limit (Aggregate):	\$450,000

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

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

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

# APPENDIX F

Schedule of Claims and Notices As of December 31, 2020

Name of Firm

WeirFoulds LLP

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

December 31, 2020

Please attach separately with the email

# APPENDIX G

## Risk Management Policies and Procedures

### Name of Firm

WeirFoulds LLP

Please provide a full description of the Firm's most current risk management policies and procedures or, if appropriate, an update to your response to Appendix G of last year's renewal application.

**Please attach separately with the email**

All conflicts analysis is routed through the firm's risk management partner and, where necessary, issues of legal conflict are sent to a conflicts committee comprised of the risk management partner and two other partners for determination in accordance with the requirements of the LSO's Rules of Professional Conduct, the common law and the firm's retainer agreements. Issues raising business conflicts are determined by the firm's management with the input of the risk management partner.

# APPENDIX H

## Cyber Liability

### Name of Firm

WeirFoulds LLP

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

# APPENDIX H

## Cyber Liability

### Name of Firm

WeirFoulds LLP

- |    |   |     |
|----|---|-----|
| p) | Do you use software that can detect unauthorized transfers of personal information and unauthorized copying of files? | No  |
| q) | Do you use a metadata scrubber on documents that you transmit to clients or third parties such as opposing counsel?   | Yes |

3	Incident Report	Enter Yes or No
---	-----------------	-----------------

	Do you have a written network security incident response plan?	Yes
--	--	-----

If "yes":

- |    |   |     |
|----|---|-----|
| a) | Does it include alternative options should a critical third party outsourcing provider's operations be incapacitated? | No  |
| b) | Does it include procedures to alert your clients that their data may have been compromised?                           | Yes |

4	Policies	Enter Yes or No
---	----------	-----------------

- |    |   |     |
|----|---|-----|
| a) | Do you maintain a comprehensive information security and privacy policy that is updated and enforced on a continuous basis? | Yes |
| b) | Do you advise your lawyers of the risks of using unencrypted email?   | No  |
| c) | Does your firm advise your lawyers of the dangers of metadata?  | Yes |
| d) | Do you purchase insurance other than CLLAS coverage to protect you in the case of privacy breaches?                         | No  |
| e) | Do you purchase insurance other than CLLAS coverage to protect you in the case of cyber-attacks?                            | No  |

# APPENDIX I

2021 Professional Liability Insurance Application and  
Exemption Form Submitted to LAWPRO

Name of Firm

WeirFoulds LLP

Please attach separately with the email



### Cautionary and Reported Claims – Updated to February 23, 2021

**Legend:**

Closed

Open

Insured	(Potential) Claimant	LawPRO #	CLLAS #	Comments
Ackerley/ <b>Conrod</b>	Honeywell International Inc., Honeywell Limited, and Wagner, Falconer & Judd, Ltd.	20E-1395	<b>2021-016</b>	Reported September 10, 2020. Closed February 9, 2021.
Allen	Brett and Tanis Michelsen	19E-0044	2019-065	Reported January 17, 2019. No known claims as of this date. Closed by LawPRO for lack of activity as of April 15, 2020.
Allen	Edward Jong	20E-1956	2021-044	Reported November 19, 2020 No known claims as of this date
Anand	Errol Massiah	<b>17E-1280</b>	<b>2018-001</b>	No known claims as of this date. <b>Closed Dec. 2019</b>
Brown, David	Home Insulation Corporation	14E-0711	2014-122	Settled as of October 1, 2014 – Awaiting settlement documents.
Buhlman	Bloom Ltd.	18E-0206	2018-069	Reported to LawPRO February 14, 2018 and to CLLAS February 21, 2018. No known claims as of this date.
Buhlman	Dieter Knoppke	<b>18E-0815</b>	2018-102	Reported May 11, 2018. <b>Closed March 2019.</b>

				No known claims as of this date.
Burns	Gary Posner and Elaine Kay	17E-2523	2018-123	Reported June 28, 2018. No known claims as of this date.
Book	McFlow Capital Corp.		2019-011	Reported July 25, 2018. No known claims as of this date.
Bogach	Walsh Construction	16E-0582	2016-128	Last reviewed December 15, 2016. No known claims as of this date. Motion for summary judgment dismissed. Action is in trial January to February, 2020
Bogach	Paramita Enterprises Ltd.	19E-1618	2020-015	Reported on a cautionary basis on August 22, 2019. No known claim as of this date.
Bogach	Stubbe's Precast Commercial Ltd.	19E-1362	2020-005	Reported on a cautionary basis July 24, 2019. Closed January 8, 2021
Boritz	Foodfest	19E-1853	2020-031	Reported on a cautionary basis September 27, 2019. Settled internally as of February 25, 2020.
Brown, David/ Formosa/ and Allen	George Leslie Kemeny	15E-2136	2016-087	Reported December 22, 2015 (re: Irrevocable direction prepared by WF for G.L. Kemeny.
Buhlman	Hornick	16E-1311	2017-008	Settlement finalized as of March 3, 2017. LawPRO (Michael Kortess) will keep the file "open" for a period of time and ask Peter Wardle to do the same. Closed March 2019
Buhlman	Albert Bloom	18E-0206	2018-069	

Burns	Willitts Estate, Thomas and Doublas Willitts	19E-0594	2019-090	Reported on a cautionary basis. Closed on a no claims basis as of October 30, 2019.
Caplan	George Karas	04E-1021		LJO
Chaytor	Laundry Lounge	19E-0478	2019-092	Reported on a cautionary basis March 5, 2019. Andre Fiset appealed the decision from the application (2019 ONSC 3216). The appeal was heard and ismissed in February 2020 (2020 ONCA 166). No further information as of this date.
Chaytor		19E-1946		Reported
Chaytor	The Corporation of the City of Peterborough	19E-1444		Closed with deductible of \$14,535.36 as of March 31, 2020
Cowan	Adalbert Sausik    Pne Forest Beach Estates Ltd.			Reported June 29, 2020
Dougherty/Kinkartz	Kosiner		2020-109	Reported April 22, 2020
Dougherty	Ontario College of Social Workers and Social Service Workers	17E-0255	2017-108	Claim reported February 27, 2017. Closed via LawPRO dated March 27, 2017
Duffy	Hershoran			Settled as of January 24, 2017.
Duffy	Lesley Barnett/ Dorothy Margaret Payne Estate	18E-1668	2019-025	Reported September 18, 2018

				File put in abeyance by LawPRO as of September 20, 2018. Closed as of February 24, 2019
Doak	Katherine Van De Mark	16E-0497		LawPRO closed as of August 24, 2016
Engel	Premium Properties Limited v. Aird & Berlis	14E-2206	2015-069	Reported January 12, 2015. Cautionary. No claim as of January 23, 2015. Mr. Al Esterbauer of Koskie Minsky LLP appointed as LawPRO investigative/repair counsel. Draft Claim delivered by Premium Properties to WF on February 1, 2016. Draft Claim of Premium Properties delivered by WF to LawPRO and CLLAS on February 2, 2016. No known claims as of this date.
Egan	Charles R. Allen	03E-0531	2003-195	Closed as of November 17, 2014
Fairley	Clyde&Co. Canada	13E-1745	2014-030	Last updated September 30, 2014. No known claims as of this date.
Ferguson	TELUS Communications Inc,	16E-1432	2017-020	Alexandra Lev-Farrell, Berkow Youd Lev-Farrell Das LLP LawPRO appointed counsel. Update letter to Rosanne Manson dated November 25, 2016. Letter to Rosanne Manson (LawPRO) of March 10, 2017 reporting that there had been a meeting with Julia Schatz on March 8, 2017 and that a mediation may be scheduled for early resolution.

				Letter to Rosanne Manson of October 5, 2017. Claimant has not commenced claim as of yet but time is running out to make that decision. No known claims as of this date.
Ferguson	Scotia Merchant Capital Corporation	17E-1268		File closed as of July 31, 2017 as a “no claim paid” basis.
Ferguson	Strongman Investments Ltd.	16E-0508		Letter to LawPRO, Anna Reggio, dated January 11, 2017. There are no new developments that we are aware of and have not been contacted by anyone since our last update response to LawPRO. No known claims as of this date.
Ferguson	Accina Investments Ltd.	19E-2558	2020-051	Reported November 14, 2019. Closed as of February 21, 2020.
Filson	The SUM Group Inc.		2018-096	Reported April 20, 2018. No known claims as of this date.
Goldenberg, R	Harold Themer	LawPRO 122789	2017-076	Reported December 22, 2016 Closed as of January 18, 2017.
Formosa	City of Barrie	12E-0735		Reported to LawPRO April 6, 2015. No known claims as of this date.
Formosa	The Sabre Group Marketing Services	17E-2299		Reported to LawPRO December 15, 2017. No known claims as of this date.
Formosa	699147 Ontario Inc./Paul Li	18E-0968	2018-109	Reported May 30, 2018.

				<p>WF obtained order removing the firm as lawyers of record July 17, 2018.</p> <p>No known claims as of this date.</p> <p>File is essentially resolved although an Assessment of Costs Hearing is scheduled for September 1, 2 and 3, 2020.</p>
Formosa	Vandezande, Kire	17E-2310	2018-042	<p>Reported to LawPRO December 13, 2017; Phone call with LawPRO claims counsel December 20, 2017 (Angela Hewko); Reported to CLLAS December 21, 2017;</p> <p>LawPRO closed on a “no claim paid” basis on March 14, 2018</p>
Glick	Retirement Homes Regulatory (“RHRA”)	17E-2038	2018-033	<p>Reported to LawPRO December:</p> <p>Resolved as of December 13, 2018.</p>
Khan/Wong/WF	Softchoice LP (Rowat)			Reported September 29, 2020
Lackie	229334 Ontario Inc.	PC118920 15E-1247	2016-013	<p><b>Note:</b> The cautionary letter was delivered by Lauren’s previous firm, Ellyn Law LLP. Igor Ellyn advised Lauren that a cautionary notice had been filed and provided the confirmation receipt number of PC118920. Reported August 13, 2015.</p> <p>Letter to Michael Kortes dated March 2, 2017, at Kortes’ invitation, providing background facts to LawPRO for LawPRO to determine which party is to compensate LawPRO. Kortes implied that there will be no liability on the part of Lauren.</p> <p>File closed. See report sent to Lauren dated March 30, 2017.</p>



La Neve	Thorp (As Estate Trustee for the Estate of Thorp)	19E-0364		Reported on a cautionary basis March 8, 2019. Resolved by Order of Justice Penny, dated March 8, 2019. Closed on a no claims basis as of March 26, 2019.
Lee	Kearns Technology Inc.	20E-0618	2020-110	Reported April 25, 2020 Closed April 29, 2020
Nugent	Elizabeth Grant International Inc./Marion Witz Pres.		2015-068	Reported December 18, 2014 by LJO in MRS absence. Cautionary. No claim as of January 23, 2015.14E-1517 PN advised of February 5, 2015 that LawPRO had closed matter. Awaiting confirmation letter.
Nugent	1659736 Ontario Ltd.	16E-1722	2017-046	Reported October 21, 2016 Closed November 29, 2016
Nugent	Alphabet Self Storage Inc.	131346	2020-044	Reported on a cautionary basis as of October 28, 2019. No known claim as of this date. Presumed to be closed as per email with P. Nugent dated April 28, 2020
Kroman	Domino	18E-2328	2019-050	Reported on a cautionary basis December 7, 2018. No known claims as of this date. Closed as of March 26, 2019.
O'Connor	GHD Limited	18E-1643	2019-018	Reported on a cautionary basis September 6, 2018. No known claim as of this date.

O'Connor	Sukhdev and Kashmir Randhawa	19E-1404	2020-004	Reported on a cautionary basis on July 24, 2019. No known claim as of this date.
O'Sullivan/Diana	Gary Freedman/Freedman Development Group			Reported August 24, 2020
Prehogan	Yermus	17E-1040	2017-158	Reported June 20, 2017.  No known claims as of this date. Resolved except Yermus still claims that WF should pay his legal fees associated with dispute with CRA  Closed
Prehogan	Universal Stainless & Alloys Inc.	18E-1141	2018-125	Reported on a cautionary basis June 14, 2018. No known claim as of this date.
Risk	Ryan Dean	19E-1860	2020-028	Reported September 27, 2019. Claim issued but LawPRO counsel does not see any liability (or merit to the case).  Notice of Intent to defend served October 30, 2019. Ian Epstein, Blaney McMurtry LLP appointed as claims counsel.  Plaintiff (Ryan Dean) in companion actions has had his claims dismissed and, to date, has accumulated over \$95K in costs awards against him.
Sim	Estate of Marcelle deFraitas	19E-1611		Reported on a cautionary basis August 29, 2019. Closed December 9, 2019. No claims basis.
Rosenman	Gordon Kaiser		2018-114	Reported June 13, 2018.

Swartz	Brook Restoration/Geoffrey Grist		2016-097	<p>Reported on a cautionary basis November 16, 2016.</p> <p>Phil Sanford, McCarthy Tetrault appointed as LawPRO counsel (see Initial Letter to Insured dated November 22, 2016).</p> <p>No known claim as of this date.</p>
Theeuwien	Bruce and Fatima Tisdale	17E-2375		<p>Letter to LawPro dated 29 December 2017; Letter from LawPro dated 8 January 2018; Letter to the firm's former clients dated 11 January 2018; and Completed CLLAS Reporting Form dated 16 January 2018.</p> <p>Closed (no claims basis) April 4, 2018.</p>
Thompson	Brewers Retail Inc.	19E-2424	2020-058	<p>Reported on a cautionary basis November 29, 2019. Gavin Tighe, Gardiner Roberts appointed as LawPRO counsel. Tighe does not see liability. Brewers Retail wishes to enter into a tolling agreement. LawPRO's view is to not enter into tolling agreement and let Brewers Retail take action if it is going to take action. It is unlikely that they will take action as they likely also take the view that there is no claim.</p> <p>No known claim as of this date.</p> <p>Closed November 29, 2019</p>
Tzekas	Township of the Archipelago	16E-1962	2017-056	<p>Reported on a cautionary basis November 16, 2016.</p> <p>Phil Sanford, McCarthy Tetrault appointed as LawPRO counsel (see Initial Letter to Insured dated November 22, 2016)</p>

				Closed on a no claims basis as of June 27, 2017
Tzekas	Frank Inglis		2019-075	Reported on a cautionary basis February 6, 2019. No known claims as of this date. Client agreed to let the action be dismissed. Email from CJT dated June 4, 2019.
Wilkinson	Boxing Ontario	19E-2127	2020-049	Reported on a cautionary basis November 1, 2019. No known claim as of this date.
Wozenilek	Croatian (Toronto) Credit Union	11E-2924	2012-052	LJO

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### RISK MANAGEMENT POLICIES

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#### Conflicts of Interest

1. Lawyers and their law firms have legal and ethical obligations to avoid conflicts of interest in their relationships with clients, and the firm has policies to address some of the many problems associated with conflicts of interest.

2. Rule 5 (Conflict of Interest) of the Law Society of Upper Canada's *Code of Professional Conduct* states:

The lawyer must not advise or represent both sides of a dispute and, save after adequate disclosure to and with the consent of the client or prospective client concerned, should not act or continue to act in a matter when there is or there is likely to be a conflicting interest.

3. Lawyers should at all times be alert to conflict of interest issues and should be aware that there are many different types of conflicts of interest. If a lawyer has any doubt about whether he or she has a conflict of interest, the matter should immediately be brought to the attention of a member of the Management Committee.

4. Before opening a file for a new client and before taking on a new matter for a current client, lawyers need to consider whether or not the new retainer could be adverse to the interests of a current client of the firm. In *R. v. Neil*, [2002] 3 S.C.R. 631, the Supreme Court of Canada stated that a lawyer may not represent one client whose interests are directly adverse to the immediate interest of another current client—even if the two mandates are unrelated—unless both clients consent after receiving full disclosure (and preferably independent legal advice) and the lawyer reasonably believes that he or she is able to represent each client without adversely affecting the other.

5. A law firm and its lawyers have a fiduciary duty of loyalty to the firm's clients. This duty of loyalty includes: the duty of keeping client communication confidential; the duty to avoid conflicting interests, including the lawyer's personal interest; the duty of commitment to the client's cause; and a duty of disclosure on matters relevant to the retainer. It should be noted that confidentiality is only a part of a lawyer's duty of loyalty and conflicts of interest may arise independent of any possible misuse of confidential information. These duties need to be considered in determining whether or not there would be a conflict of interest in taking on a new client or a new matter for a current client.

6. The three most common conflict of interest problems of which to be aware are: (1) taking on a new matter that is adverse in interest to a current or former client of the firm; (2) joint retainers, where the lawyer of the firm acts for more than one side of a non-contentious matter; and (3) doing business with a client.

7. It is part of the firm's file opening procedure for the accounting department to undertake a conflicts of interest check.

- (a) Lawyers should take care to provide a complete and accurate list of names for conflict searches by the accounting department.
  - (b) Lawyers should not begin work on a new matter until it is determined that there are no conflicts of interest.
  - (c) Where the conflict search indicates that there is a potential conflict of interest, the file should not be opened unless it is determined that there is no actual conflict or that the conflict can be sterilized by appropriate institutional measures, as discussed below.
  - (d) Any unresolved problems about whether there is a conflict of interest or whether a file may be opened must be brought to the attention of a member of the Management Committee.
8. A law firm may act against a former client in at least four circumstances.
- First, a law firm may act against a former client in a fresh and independent matter wholly unrelated to any work the firm has done for the former client, provided that any confidential information obtained by the law firm is irrelevant to the new matter.
  - Second, if the prior and current matters are related, the lawyer may be able to act against the former client if the lawyer is capable of satisfying the test of showing that no confidential information was imparted by the former client.
  - Third, a law firm may sometimes act against a former client with the consent of the former client, who ideally should have received independent legal advice before granting the consent.
  - Fourth, a law firm may act against a former client if appropriate institutional measures (ethical walls and screening devices) are employed so that the former client cannot be prejudiced by the use of confidential information. Institutional measures may sometimes also be used so that the firm may act for several existing clients without a conflict of interest.
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- (a) The leading case of *MacDonald Estate v. Martin*, [1990] 3 S.C.R. 1235, sets a relatively low standard for what counts as a related matter. Under this low standard, factually-connected matters are related, but factually-unconnected matters are also related if the lawyer has obtained information from the prior matter that could disadvantage the former client in the current matter. The low standard was set because it better protects the public's confidence in the integrity of the bar and in the administration of justice.
  - (b) In *MacDonald Estate v. Martin*, Sopinka, J. said that once the former client shows that there was a "substantial relationship" between the current matter and the subject of the prior retainer, there is a presumption that confidential information

has been obtained. Sopinka, J. said, however, that this presumption could be rebutted, if a reasonably-informed member of the public would be satisfied that no confidential information was imparted. Rebutting the presumption would be difficult because: "Not only must the court's degree of satisfaction be such that it would withstand the scrutiny of the reasonably-informed member of the public that no such information passed, but the burden must be discharged without revealing the specifics of the privileged communication."

- (c) In *MacDonald Estate v. Martin*, Sopinka, J. recognized that if the former client consents, then the law firm may act against the former client. However, in several cases, courts have held that the former client's consent is insufficient if the lawyer's continuing involvement would diminish the public's confidence in the propriety of the administration of justice.
- (d) As a matter of partnership law and as a matter of the rules of professional conduct, a lawyer is imputed to have the knowledge of his or her partners and associates. In practical terms, this means that all of the present and former clients of the firm during the lawyer's tenure are the lawyer's clients and the lawyer is imputed to have obtained the client's or former client's confidential information.
- (e) The idea behind appropriate institutional measures is that the client (former or current) cannot be harmed or complain if all the lawyers who received confidential information from the client are unable to disclose that information to the lawyer or lawyers with carriage of a matter for another client. Institutional measures typically involve: non-disclosure undertakings from the lawyer(s) with the information; undertakings not to inquire by the lawyer(s) with carriage; and the secure separation of documents and file material. The possibility of institutional measures neutralizing the disqualifying conflict was recognized in *MacDonald Estate v. Martin*, where the issue arose in the context of the problem of migrating lawyers, that is, lawyers who move from one law firm to another. The Canadian Bar Association and Law Societies across the country responded with rules of professional conduct to provide guidelines for institutional measures. (See: Law Society of Upper Canada, *Rules of Professional Conduct*, Rule 29 (Conflicts Arising as a Result of Transfer Between Law Firms).)
- (f) Institutional measures may sometimes be used to sterilize a conflict of interest caused by a new lawyer coming to the firm, and they sometimes may be used to sterilize conflicts of interest existing between several current clients.

9. Rule 29 of the *Rules of Professional Conduct* should be followed in circumstances where a lawyer transfers from another firm to our firm and it should be used by analogy in other circumstances where institutional measures may appropriately be used to sterilize a conflict of interest.

10. Institutional measures must be undertaken with the informed consent of the client, and, in some instances, this may involve ensuring that the client obtains independent legal advice.

11. Institutional measures should be documented and should detail the specifics of the individual situation.

12. When a lawyer acts for more than one side in a non-contentious matter, the lawyer must obtain the consent of all jointly-represented clients after explaining the implications or possible consequences of the lawyer acting for all, and the lawyer has an obligation to advise each client about the desirability of obtaining independent legal advice or separate representation.

- (a) The rules of professional conduct specify that, in a joint retainer, the lawyer must disclose all relevant facts to both clients, including facts that would be confidential if the lawyer were acting for only one client.
- (b) The lawyer must inform the clients that if a conflict of interest arises between the clients that cannot be resolved, the lawyer cannot continue to act for all and may not be able to continue to act for any.
- (c) The rules of professional conduct state that even if there is informed consent, the lawyer should guard against acting if it is reasonably obvious that a contentious issue or divergent interests for the clients may develop as the matter progresses.

13. A lawyer must not keep secret from his or her client relevant information about the client's matter and must disclose information that is material to the decisions and instructions of the client. This duty of disclosure applies when a lawyer acts in a matter for several clients; so, on a joint retainer, a lawyer must treat the clients on an equal footing and the lawyer may not conceal information from any of the clients.

14. In addition to genuine conflicts of interest, lawyers should be alert to "business conflicts of interest." A business conflict of interest arises when there may be reasons other than legal or ethical obligations to decline to take on a matter. For example, while there may be no genuine conflict in accepting a retainer from a prospective client, it may not be desirable to do so because of an existing relationship with the prospective client's competitor.

#### Lawyers Doing Business with Clients and Outside Interests Policy

15. A lawyer has a duty not to have transactions with a client unless there is probity and fully-informed consent. This duty is derived from two independent sources. It is a duty imposed on all fiduciaries, and it will also arise under the doctrine of undue influence, the equitable doctrine that will set aside gifts and contracts that are procured when the will of the donor or contracting party has been dominated by the recipient of the gift or by the other contracting party through manipulation, coercion, or abuse of power. Undue influence is presumed for certain relations, including the relationship between a lawyer and client. In transactions between lawyer and client, because of the doctrine of undue influence and because of the fiduciary relationship, the onus is on the lawyer to show that no advantage was taken of the client; that the transaction was fair; that the client was fully informed; and that the client had competent independent legal advice or was not disadvantaged by its absence.



16. The practice of law, the enhancement of one's professional qualifications and the development of one's practice at WeirFoulds LLP should involve the full time and attention of all partners and associates.<sup>2</sup>

17. The firm does not encourage its lawyers to have outside active business interests. However, it is recognized that some lawyers may have such interests. In the event any such interests do exist, it is expected that they will not require an appreciable amount of time or attention from the lawyer having the interest (the Interested Person).<sup>3</sup>

18. When legal advice is required by a business in which an Interested Person lawyer has a personal interest, that advice should never be provided in the firm's name by the Interested Person nor should that Interested Person render an account for legal services to that business. On the other hand, with appropriate disclosure, legal advice may be provided, for an appropriate fee, by other lawyers at the firm.<sup>4</sup>

19. Acceptance of elected or appointed office of a legislative or administrative nature presents a potential conflict of interest for the firm and for the elected or appointed person. Accordingly, no lawyer should seek elected office nor accept an appointed office of a legislative or an administrative nature without making full disclosure to the Management Committee beforehand and securing the approval of the Management Committee to the proposal.<sup>5</sup>

#### Lawyers as Directors

20. WeirFoulds LLP recognizes that partners and associates will often be required to accept directorships when requested by clients from time to time.<sup>6</sup>

21. However, before such acceptance, approval must be obtained from the Management Committee, who in turn will ensure that the firm's outside directorship insurance will cover the circumstances.<sup>7</sup>

22. The Management Committee should be advised of the full circumstances of the request, the business activities of the company, the level of director's insurance covered by the company, and the level of indemnity available from the company's shareholders. If the solicitor or his/her family has a personal financial interest in the company, the Management Committee should be informed.<sup>8</sup>

23. Any partner or associate, on becoming aware of a potential claim against the firm's outside director's insurance, must immediately follow the same procedures laid down with

<sup>2</sup> Outside Interests Policy, Revised January 10, 1995, 0011110.01.

<sup>3</sup> Outside Interests Policy, Revised January 10, 1995, 0011110.01.

<sup>4</sup> Outside Interests Policy, Revised January 10, 1995, 0011110.01.

<sup>5</sup> Outside Interests Policy, Revised January 10, 1995, 0011110.01.

<sup>6</sup> Revised: January 10, 1995. See 0011021.01.

<sup>7</sup> Revised: January 10, 1995. See 0011021.01.

<sup>8</sup> Revised: January 10, 1995. See 0011021.01.

## Online 2021 Firm Filing Review

Submit Date: 06 NOV 2020

A063580

### General LAW FIRM Information

#### 1. Firm Information

**Name of LAW FIRM:** WEIRFOULDS LLP  
**Address:** #4100 - 66 WELLINGTON ST WEST  
PO BOX 35, TD BANK TOWER  
TORONTO ON M5K 1B7  
**Phone Number:** 416-365-1110  
**Fax Number:** 416-365-1876  
**E-mail address:**  
**Firm Website(s):** www.weirfoulds.com  
**Managing Partner/LAWYER:** A041049C MICHAEL JAMES STATHAM  
**Office Admin/Manager:** PAUL WILSON  
**Claims Contact:** A046741T MICHAEL ROBERT SWARTZ  
**CPD Contact:** KATRINA HENN  
**Nature of Law Practice:** Limited Liability Partnership (LLP)

#### 2. Contact name and title

Indicate the preferred firm contact for insurance matters.

**Name:** Paul Wilson  
**Title:** COO

#### 3. Number of PARALEGAL PARTNER(S) OR SHAREHOLDER(S) (if applicable) and LAWYERS in LAW FIRM in Ontario

Indicate the current number of PARALEGAL PARTNER(S) OR SHAREHOLDER(S) (if applicable) and LAWYERS in the LAW FIRM in Ontario.

113

#### 4. Number of staff in LAW FIRM in Ontario who are not LAWYERS

Indicate the current number of staff in the LAW FIRM in Ontario who are not LAWYERS. Include all staff who provide law-related services who are directly or indirectly employed, whether through management, other companies or otherwise, by the LAW FIRM or by any of the LAWYERS in the LAW FIRM or any spouse, including those EMPLOYEES who are casual or part-time EMPLOYEES. Independent contractors such as bookkeepers, PARALEGALS, researchers, etc. who are not EMPLOYEES of the LAW FIRM should not be included.

111

#### 5. Excess liability insurance

Your excess insurers include: CLLAS, LAWPRO

##### Liability limits:

(per CLAIM/aggregate in excess of LAWPRO POLICY limits)

\$ 110 Million per CLAIM

\$ 110 Million aggregate

#### 6. Volume Billings

Indicate the **Average** Gross Billings per LAWYER in the LAW FIRM.

##### Average Gross Billings:

AV14 - Average over \$500,000

## LAW FIRM's Coverage Options

### 7. DEDUCTIBLE Option

\$25,000 Expenses & Damages Deductible

### 8. Innocent Party Sublimit Coverage

250k

### 9. Restricted Area of Practice Option: Criminal and/or Immigration Law

NO

### 10. Real Estate Practice Coverage Option

YES

Number of LAWYERS who have REAL ESTATE practice option: 39

## LAW FIRM's Premium Payment Options

### 11. Third-party payor authorization:

The LAWYERS` 2021 insurance premium will be paid by a third party, other than another LAWYER or PARALEGAL PARTNER OR SHARHOLDER in the LAW FIRM, the LAW FIRM itself, or a management or other company of the LAW FIRM.

NO

If the LAWYERS` 2021 insurance premiums will be paid by a third party as described above, the undersigned LAWYER agrees to obtain the consent of the third party authorizing the transaction and providing for the use and disclosure of personal information in accordance with privacy legislation that came into effect on January 1, 2004.

This third party authorization will apply to future policy years, unless LAWPRO is advised in writing otherwise.

### 12. Instalment Option

CASH

LUMP SUM

### 13. Credit Card Payment Information

### 14. Pre-authorized Bank Payment Information

Institution:

Transit:

Account No:

Account Name:

## 15. Premium Payment Authorization

(complete only if paying by credit card or pre-authorized bank account withdrawal)

The undersigned LAWYER authorizes LAWPRO to charge against the designated credit card or withdraw from the account and financial institution indicated on the account information provided, the appropriate insurance premium (including taxes), based on the payment option indicated above. The undersigned LAWYER understands that LAWPRO does not charge for this service (but the designated financial institution or credit card company may).

The undersigned LAWYER agrees that this authorization will apply for 2021 and all future policy years, without further authorization, so long as the LAWYER so elects. If any changes are to be made to the payment information or payment option, the LAWYER agrees to notify LAWPRO of such changes, in writing, at least ten (10) days prior to any payment date.

The undersigned LAWYER has read and understands all of the terms and conditions below.

### Terms and Conditions:

1. The undersigned LAWYER certifies that the information provided in the authorization is correct.
2. The undersigned LAWYER certifies that the bank account or credit card is in good standing, with sufficient funds to cover the payments as they become due.
3. All payments will be drawn on Canadian financial institutions only, and will be withdrawn in Canadian funds.

☐ Please check this box to evidence your signature for the Declaration above.

16. ☐ I prefer to mail/fax my Premium Payment Information and will forward , by mail or fax, a completed Premium Payment Authorization form.

17. ☐ I prefer to receive our LAW FIRM's 2021 Insurance Premium Invoice by mail

Your firm's 2021 insurance premium invoice will be available in electronic form from this Web site after the application is processed. A notice will be emailed to the following email address contacts in your firm when your invoice and policy documentation are available to view and download. If the email addresses for any of the following contacts are incorrect or not provided, please update your firm contact information by clicking "Address Changes" AFTER you submit this application and receive your filing confirmation number.

LAW FIRM Managing Partner/LAWYER: mstatham@weirfoulds.com  
LAW FIRM Office Admin/Mg: pwilson@weirfoulds.com  
LAW FIRM CPD Contact: khenn@weirfoulds.com  
LAW FIRM CLAIMS Contact: mswartz@weirfoulds.com  
Filer (as indicated in question 19): khenn@weirfoulds.com

### CLAIM(S) & POTENTIAL CLAIM(S)

18. Other than CLAIM(S) and POTENTIAL CLAIM(S) of which LAWPRO has been notified under the Law Society of Upper Canada program, is any present member or employee of the LAW FIRM aware of any CLAIM(S) or POTENTIAL CLAIM(S) that has (have) been or may be made against the LAW FIRM or against any other on whose behalf this Application is submitted?

NO

### Filer Information

## 19. Name, Phone, and E-mail

Name: Katrina Henn  
Phone: 416-947-5030  
E-mail: khenn@weirfoulds.com

### Firm Summary Warranty & Signature

This Declaration shall constitute and form part of the 2021 Application Form for LAWPRO Professional Liability Insurance filed on behalf of each LAWYER in the Law Firm listed in the Member List.

It is understood, warranted and acknowledged that the undersigned LAWYER is authorized to act as agent for the purposes of this insurance on behalf of each of the LAWYERS. The LAWYERS each warrant and acknowledge that the information provided with this Application Form:

- is true and complete, or where estimates are required, that such estimates are reasonable;
- will be relied on by LAWPRO in assessing risk, in offering any terms of insurance and in issuing any policy of insurance;
- will be the basis of and form part of any resulting policy of insurance; and
- the information and options selected on this form should apply for 2021.

LAWYERS not currently carrying LAWPRO professional liability insurance coverage each acknowledge having read the [LAWPRO Personal Information Statement for Ontario LAWYERS and PARALEGALS \(LICENSEES\)](#) (which forms part of this Application Form). The LAWYERS consent to the collection, use and disclosure of personal information in any optional program(s) for which the LAWYERS choose to apply or are to be named as an INSURED/s in, now or in future policy years, in accordance with that Statement.

The LAWYERS each acknowledge his/her own on-going duty, through to the date of policy inception, to advise LAWPRO in writing of any material changes with respect to their practice circumstances.



**Please check this box to evidence your signature for the Warranty & Signature Declaration above.**

# Member Review List

LAWYER COUNT: 113

No.	LSUC #	Last Name	First Name	Years in Practice	Part-Time?	Real Estate?
1	45869A	ABELA	CAROLINE ELLEN ANNMARIE	19	Full Time	No
2	29360B	ACKERLEY	GLENN WILLIAM	32	Full Time	Yes
3	63540B	ALLEN	MACDONALD RICHARD IRWIN	7	Full Time	No
4	19763L	ANAND	RAJ	41	Full Time	No
5	58522H	AREZES	RICHARD JAMES COELHO	12	Full Time	Yes
6	72122S	ARMSTRONG	ALYSSA LEAH	3	Full Time	No
7	36986R	ASTOLFO	SANDRA DARLA	25	Full Time	Yes
8	48116H	BAKER	DENISE CLARE	17	Full Time	Yes
9	32157V	BOBECHKO	JANET LYNN	28	Full Time	Yes
10	55461K	BOGACH	FAREN HILLARY	12	Full Time	Yes
11	70232D	BORITZ	LIA ZWEIG	4	Full Time	Yes
12	21583H	BORSOOK	LISA ANN	39	Full Time	Yes
13	15880D	BROMSTEIN	ALAN MARTIN LAUREN	45	Full Time	No
14	29399Q	BROWN	DAVID SPENCER	32	Full Time	No
15	20868E	BUHLMAN	JOHN MARTIN	40	Full Time	No
16	32167P	BURNS	CLARE ELIZABETH	30	Full Time	No
17	64770U	CARPENTER	FREDERICK PHILIP	11	Full Time	No
18	42818B	CHAYTOR	KRISTA RUTH	21	Full Time	Yes
19	60391A	CHIESA	NADIA SARAH	9	Full Time	No
20	45615U	CHO	PHILIP	18	Full Time	No
21	25286A	CLUTE	ALISTAIR KENNETH	36	Full Time	Yes
22	77604E	CONROD	PAUL KENNETH	1	Full Time	No
23	17728Q	COWAN	JEFFREY GORDON	43	Full Time	Yes
24	68708F	DANAY WALLACE	LISA RACHEL	5	Full Time	No
25	47778H	DATT	RAJESH KUMAR	18	Full Time	No
26	79373S	DAVIS	CLAIRE ELIZABETH	0	Full Time	No
27	79379R	DE MELO	JAMES ANTHONY PAUL XUEREB	1	Full Time	Yes
28	74111E	DE SEREVILLE	CHANTAL LAURA	2	Full Time	Yes
29	77623T	DICENZO	ALEXANDRA MARIA	1	Full Time	Yes
30	53976E	DOAK	STEPHEN BLAIR	13	Full Time	No
31	50371F	DOLPHIN	MICHAEL DONALD	15	Full Time	No
32	58255H	DOOLEY	CONOR JOSEPH	11	Full Time	No
33	26159E	DOUGHERTY	MARGARET JILL	35	Full Time	No
34	19849M	DOUGLAS	HEATHER ROSALIND	41	Full Time	Yes
35	23676N	DUFFY	LORI MAUREEN	37	Full Time	Yes
36	42834F	EBERSCHLAG	ROBERT WARREN	21	Full Time	No
37	31033C	EGAN	WAYNE THOMAS	31	Full Time	No
38	68720C	EISENBERG	ROBERT ALEX	5	Full Time	Yes
39	29463C	ENGELL	BRUCE HERBERT	32	Full Time	Yes
40	73181U	ENGLISH	SHAWN MICHAEL	3	Full Time	No
41	23694J	FERGUSON	DANIEL PETER	37	Full Time	No
42	41671C	FILSON	RYAN MICHAEL	22	Full Time	No
43	11509B	FINLAY	CHARLES MCBRYAN	52	Full Time	No
44	65500B	FLARITY	AISLING JANE	6	Full Time	Yes
45	31047D	FORAN	SEAN GERRARD	31	Full Time	Yes
46	25777V	FORMOSA	ALBERT GERRARD	35	Full Time	No
47	28451F	HAN	SUSAN YOU-JIN	32	Full Time	No
48	73228S	HOWARD	ADRIAN EARLE	3	Full Time	No
49	17803P	JACOBSEN	PETER MAXWELL	42	Full Time	No
50	77026V	JAIN	VIPAL PRAVEEN	1	Full Time	No
51	60144P	KEHAR	RAJAN	11	Full Time	No
52	72269C	KEON	ADA CHIDICHIMO	3	Full Time	No
53	79574R	KEUNG	WENDES WEN-SHIU	1	Full Time	No
54	65953L	KINKARTZ	LARA JULIE	5	Full Time	No
55	22077M	KNIGHT	DAVID ALLAN	37	Full Time	No
56	65578T	KO BROCK	CECILE SEEN-SEE	5	Full Time	No
57	52881R	KOSA	JAMES GEORGE	14	Full Time	No
58	24111P	KROMAN	RALPH HARRY	37	Full Time	No
59	60158Q	KUCHAR	BRIAN LEWIS	7	Full Time	Yes
60	32319R	KUSSNER	BARNET HARRY	30	Full Time	Yes
61	47185E	LA NEVE	BIANCA VITTORIA	18	Full Time	No
62	54042B	LEE	KARSTEN THEODORE CUKINGNAN	13	Full Time	Yes
63	78047Q	LERNER-ROTMAN	TALIA ROSE	1	Full Time	Yes
64	65981B	LOZINSKI	ANDRIAN LORNE	6	Full Time	Yes
65	55589C	MACDONALD	CHRISTOPHER ANDREW WALLACE	8	Full Time	No
66	70967K	MAH	MEGAN LOUISE	4	Full Time	No
67	37916B	MARTINS	CARLOS	25	Full Time	No
68	08807D	MCKELLAR	JOHN DUNCAN	62	Full Time	No
69	60233P	MCKENNA	DEBRA ANNE	10	Full Time	No
70	18526J	MCLELLAN	BRADLEY NELSON	42	Full Time	Yes
71	77070P	MCNEVIN	CLAIRE FRANCES	1	Full Time	No
72	13976W	MILLAR	WILLIAM ALLAN DERRY	47	Full Time	No
73	20001K	MONTEITH	MARALYNNE ANNE	41	Full Time	No
74	47882P	MORRIS	RYAN LATHAM	17	Full Time	No
75	61119B	NADEAU	MARIE-PIER SYLVIE	9	Full Time	No
76	42089M	NUGENT	PATRICK WILLIAM	22	Full Time	Yes
77	14007A	O'CONNOR	LESLIE JAMES	47	Full Time	Yes
78	28595B	PANDELL	JOHN LEONARD	33	Full Time	Yes
79	48140N	PATRIQUIN	SCOT EDWARD	18	Full Time	No
80	65668P	PEGLAR	HAYLEY ALEXANDRA	6	Full Time	No
81	62944D	PERERA	ROCHELLE IROMI	8	Full Time	No
82	20035W	PREHOGAN	KENNETH	45	Full Time	No
83	22194C	RICHARDS	JAMES GREGORY	39	Full Time	No
84	74765N	ROMANO	EMMA KATHERINE NATASHA	2	Full Time	No
85	11680C	ROSS	NORMAN WILLIAM CALDWELL	52	Full Time	No
86	58141Q	ROULEAU	SYLVAIN ROGER	10	Full Time	Yes
87	35662S	RUKAVINA	STEVEN	27	Full Time	Yes
88	68568M	SCORGIE	JEFFREY ALEXANDER COLES	5	Full Time	Yes
89	10928L	SHAFIR	MAX	54	Full Time	Yes
90	22224L	SIM	JANET ELEANOR	38	Full Time	No
91	73055J	SINGH	AASHIMA	3	Full Time	No
92	79799L	SKROW	MAX ANTHONY	0	Full Time	No
93	41049C	STATHAM	MICHAEL JAMES	23	Full Time	No
94	69882F	STEVEN	CAITLIN ELIZABETH	4	Full Time	No
95	80304K	SUSZEK	AGATHA MELANIE	0	Full Time	No
96	46741T	SWARTZ	MICHAEL ROBERT	19	Full Time	Yes
97	76082N	SYDORENKO	JULIA	2	Full Time	No
98	23908R	TARSHIS	DEBORAH SUSAN	37	Full Time	No
99	67958N	TERESHYN	CHRISTINA LAUREN	5	Full Time	Yes
100	75291D	THAVARAJ	KARTIGA JUNE	2	Full Time	No

# Member Review List

LAWYER COUNT: 113

No.	LSUC #	Last Name	First Name	Years in Practice	Part-Time?	Real Estate?
101	68920F	THEEUWEN	KAYLA RAE	5	Full Time	No
102	29712G	THOMPSON	DAVID ROSS	32	Full Time	Yes
103	39691C	THOMSON	DANIEL HUGH	23	Full Time	Yes
104	19015L	TZEKAS	CHRISTOPHER JAMES	42	Full Time	Yes
105	45008F	VERMETTE	MARIE-ANDREE	20	Full Time	No
106	37375G	WALWYN	FRANK EDOUARD	25	Full Time	No
107	53000W	WILBEE	ALEXANDRA CAROLINE JULIANE	14	Full Time	No
108	27558C	WILKINSON	JOHN BERTIE ALTHOUSE	34	Full Time	No
109	44997P	WONG	DANIEL FRANK	19	Full Time	No
110	62078N	WONG	THOMAS	8	Full Time	No
111	32516J	WONG	VICKIE SUE	29	Full Time	No
112	77871A	YAU	ALVIN KARCHUN	1	Full Time	No
113	65779S	YUN	SARAH HISUN	6	Full Time	No
115	79971M	GRAFSTROM	VIKTORIA JEET	0	Full Time	Yes
116	80501C	SIFERD	JOHN RAE	0	Full Time	No