

Canadian Lawyers Liability Assurance Society

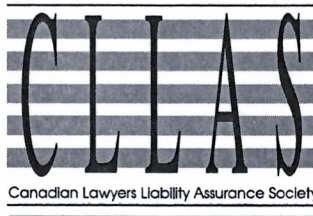
2025/2026 Renewal Application for  
Excess Professional Liability Insurance

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):
2. Address of principal office:   
Phone:  Fax:
3. Address, phone, and fax numbers of other office(s):
4. 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.
5. Since last year's CLLAS application, has the name of the Firm been changed, or has any firm merged into the Firm?  
☐ yes ☒ no  
If "yes", please attach details (including the number of lawyers merged into the Firm in each such situation).



6. Please confirm if the Management or service companies, date(s) established, and services provided are correctly listed under Appendix A.

☒ yes      ☐ no

If "no", please provide an update.

7. Please confirm the list of the Firm's predecessor firms resulting from mergers since July 1, 1987 is complete as outlined in Appendix A.

☒ yes      ☐ no

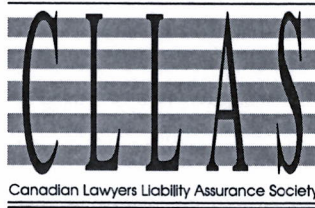
If "no", please provide an update.

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<sup>th</sup>, 2025:

- 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 other employees (including paralegals).
- e) 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. 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 last year's CLLAS application?

☐ yes      ☒ no

If "yes", please attach details.

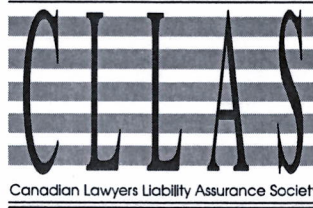
10. Please show the Firm's practice split by indicating the approximate percentage of billings for the following areas of law:

	<u>This Year</u>	<u>Last Year</u>
a) Corporate and Commercial Law	15 %	15.00 %
b) Criminal Law	0 %	0.00 %
c) Family Law	0 %	0.00 %
d) Intellectual Property	3 %	3.00 %
e) Labour Law	3 %	3.00 %
f) Litigation	28.5 %	22.00 %
g) Real Estate	7 %	11.00 %
h) Securities Law	5 %	6.00 %
i) Tax Matters	1 %	1.00 %
j) Wills, Estates, Trust	6.5 %	8.00 %
k) Other (please specify)	31 %	31.00 %
<u>Construction, Leasing, Municipal, Expropriation</u>		

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, 2024. 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. Does the Firm wish to purchase CLLAS optional excess coverage? If so, please select desired options.

☐ \$60M xs \$160M  
(*\$60M xs \$100M coverage is required to purchase this option*)

☐ CLLAS second umbrella coverage \$30M xs \$250M  
(*\$60M xs \$160M coverage is required to purchase this option*)

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 2025 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: Michael Statham - General Counsel

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

Date: February 25, 2024 *2025 ms*

## APPENDIX A

## Management and Services Companies / Predecessor Firms

## Name of Firm

Weirfoulds LLP

[illegible]

### Predecessor Firms

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.

<u>Name</u>	<u>Merger Date</u>	<u>Notes (If any)</u>
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[illegible]

APPENDIX B

Active Members of the Firm as of February 15, 2025

Name of Firm  
Weirfoulds LLP

Updated as of (Enter Date):  
February 15, 2025

	CANADA						OUTSIDE OF CANADA <sup>/5</sup>				
	B.C.	Alberta	Ontario	Quebec	Nova Scotia	Other Provinces (Please specify, change heading)	U.S.	China	South Africa	St. Kitts and Nevis	Other Countries (Please specify, change heading)
a) No. of Lawyers <sup>/1</sup>			98							1	
b) No. of Patent & Trademark Agents <sup>/2</sup>			0								
c) No. of Non-lawyer Consultants <sup>/3</sup>			2								
d) No. of Other Employees (including paralegals)			124								
e) 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>			28								

/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 thier 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.

<b>Last Name</b>	<b>First Name</b>	<b>Called to the Bar</b>	<b>Joined WF</b>
Ahmed	Zohaib	2022	2024
Akinremi	Olalekan	2016	2025
Algayer	Kelin	2023	2023
Allen	Mac	2013	2013
Arezes	Richard	2010	2010
Armstrong	Alyssa	2017	2019
Bassett	Carleigh	2015	2022
Bazak	Victoria	2024	2024
Benattar	Abby	2021	2021
Block	Amy	2002	2023
Bobechko	Janet	1991	2020
Boritz	Lia	2016	2022
Bromstein	Alan	1976	2014
Brown	David	1989	1989
Burns	Clare	1991	2008
Carpenter	Philip	2013	2018
Chan	Katherine	2022	2022
Chang	William	2019	2021
Cho	Philip	2002	2018
Clute	Alistair	1985	1985
Corak	Jennifer	2013	2023
Danay Wallace	Lisa	2015	2018
DeMarinis	Carissa	2024	2024
deSereville	Chantal	2018	2020
Di Iorio	Alexandra	2022	2024
Dilks	Dylan	2019	2022
Ding	Michael	2018	2022
Doak	Stephen	2007	2007
Dooley	Conor	2010	2010
Dougherty	Jill	1986	1986
Douglas	Heather	1980	2016
Eberschlag	Robert	2000	2018
Eisenberg	Robert	2015	2015
Engell	Bruce	1989	1989
English	Shawn	2017	2017
Fior	Gavin	2023	2023
Gennis	Max	2015	2022



Gregus	Kathleen	2024	2024
Gunawardana	Narmada	2022	2024
Hjjih	Dalal	2023	2023
Holland	Seth	2018	2022
Isaj	Lori	2017	2021
Ivory	Kelsey	2018	2022
Jacobsen	Peter	1978	2020
Jain	Vipal	2019	2022
Jaskiewicz	Wojtek	2004	2021
Johal	Sharan	2022	2025
Kates	Benjamin	2011	2022
Kuchar	Brian	2011	2018
Kunicyn	Cassidy	2022	2022
MacDonald	Andrew	2008	2020
Mah	Megan	2016	2016
Martins	Carlos	1996	2020
McEwan	Andrea	2007	2022
McGavin	Piper	2024	2024
McKenna	Debra	2011	2018
Millar	Derry	1974	1974
Mistry	Sanaya	2020	2022
Mitchell	Baldon	2022	2022
Morris	Ryan	2003	2014
Mousavi	Yalda	2024	2024
Nadeau	Marie-Pier	2007	2018
Ngo Bassong	Lindab (Fabiola)	2021	2024
Novac	Natasha	2020	2024
Nugent	Patrick	1999	2005
Palmer	Mimi	2011	2023
Pandell	John	1988	1988
Pepushaj	Alfred	2022	2022
Pourmonazah Jalili	Denna	2022	2024
Poushin	Arman	2021	2021
Richards	J Greg	1982	1982
Romano	Emma	2018	2020
Rouleau	Sylvain	2010	2013
Rukavina	Steven	1994	1994
Scorgie	Jeffrey	2015	2015

Siferd	John	2020	2020	
Sinclair	Abbey	2013	2021	
Sodagar	Amir	2023	2023	
Sohail	Hashim	2024	2024	
Stansfield	Jessica	2017	2023	
Statham	Michael	1998	1998	
Tereshyn	Christina	2015	2015	
Theeuwen	Kayla	2015	2015	
Thompson	David	1989	2004	
Thomson	Daniel	1997	2019	
Tomar	Jay	2019	2021	
Tzekas	Christopher	1979	1979	
Varro	Adam	2020	2023	
Wallner	Phillip	2019	2023	
Walwyn	Frank	1995	1995	
Waxman	Jonah	2012	2022	
Wilkinson	John	1987	1987	
Wong	Thomas	2012	2018	
Wong	Daniel	2001	2018	
Trbizan	Hayden		2021	2024

## Lawyers Practicing Through Professional Corporations 2025

#	Lawyer type	Last Name	First Name	Called to the Bar	Joined WF	Corp Name	Corp #
1	Partner	Abela	Caroline	2002	2003	Caroline Abela Professional Corporation	1001072953
2	Partner	Ackerley	Glenn W.	1989	1989	Glenn W. Ackerley Professional Corporation	2305000
3	Partner	Astolfo	Sandra	1995	2016	Sandra Astolfo Professional Corporation	1001094079
4	Partner	Baker	Denise	2003	2013	Denise Baker Professional Corporation	2606299
5	Contract Lawyer	Bathgate	Benjamin	2005	2023	Benjamin Bathgate Professional Corporation	1000377269
6	Partner	Borsook	Lisa A.	1982	1982	Lisa A. Borsook Professional Corporation	5026043
7	Partner	Buhlman	John M.	1981	1981	John M. Buhlman Professional Corporation	2453386/2453387
8	Partner	Chaytor	Krista R.	2000	2000	Krista R. Chaytor Professional Corporation	2303610/2303612
9	Contract Lawyer	Cowan	Jeff	1978	1978	Jeff G. Cowan Professional Corporation	2326256/2326255
10	Partner	Datt	Raj	2002	2018	Raj Datt Professional Corporation	1001081993
11	Partner	Dolphin	Michael	2005	2005	Michael D. Dolphin Professional Corporation	2828332
12	Partner	Egan	Wayne	1990	1990	Wayne Egan Professional Corporation	2290628
13	Partner	Ferguson	Daniel P.	1984	1989	Daniel P. Ferguson Professional Corporation	2489787/2489789
14	Partner	Filson	Ryan M.	1999	1999	Ryan M. Filson Professional Corporation	1000389506
15	Partner	Foran	Sean G.	1990	1990	Sean G. Foran Professional Corporation	2316675/2316676
16	Partner	Formosa	Albert G.	1986	1986	Albert G. Formosa Professional Corporation	2324430/2324432
17	Partner	Goldstein	Micah	2013	2020	Micah Goldstein Professional Corporation	1000824299
18	Partner	Kehar	Raj	2011	2019	Kehar Law Professional Corporation	1000118077
19	Partner	Kosa	James G.	2006	2018	James G. Kosa Professional Corporation	2721914
20	Contract Lawyer	Kroman	Ralph	1984	1988	Ralph H. Kroman Professional Corporation	2305270
21	Partner	Lee	Karsten T.	2007	2007	Karsten T. Lee Professional Corporation	2454159
22	Partner	Main	Lucinda E.	2008	2021	Lucinda E. Main Professional Corporation	2493627
23	Contract Lawyer	McLellan	Bradley N.	1979	1982	Bradley N. McLellan Professional Corporation	2353614/2353615
24	Contract Lawyer	McNamara	Bota	2015	2024	Bota McNamara Professional Corporation	
25	Contract Lawyer	Mossip	Megan	2011	2024	Megan Mossip Professional Corporation	1000893378
26	Contract Lawyer	Prehogan	Ken	1980	1980	Kenneth Prehogan Professional Corporation	5008514
27	Contract Lawyer	Pugliese	Arturo	2001	2024	Audax Law Professional Corporation	2499239
28	Partner	Swartz	Michael R.	2002	2002	Michael R. Swartz Professional Corporation	2310826

## APPENDIX C

Active Non-Lawyer Consultants Of The Firm As Of February 15, 2025  
(Excluding Patent & Trademark Agents)

**Name of Firm**  
Weirfoulds LLP

Updated as of (Enter Date):  
February 15, 2025

SECTION A

[illegible]

# APPENDIX C

Active Non-Lawyer Consultants Of The Firm As Of February 15, 2025  
(Excluding Patent & Trademark Agents)

**Name of Firm**  
Weirfoulds LLP  
/1 If underlying insurance is purchased, please complete Section B.

**Updated as of (Enter Date):**  
February 15, 2025

/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

**SECTION B**

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

Type of Exposure:	Errors & Omissions
Insurance Carrier:	BMS Canada Risk Services Ltd.
Policy Number:	CB251498AOEO
Period of Insurance:	March 1, 2025 - March 1, 2026
Retroactive Date:	N/A
Limit (Per Claim):	\$5 Million
Limit (Aggregate):	\$5 Million

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 & Professional Services Provided In the U.S. & Outside of Canada

Name of Firm  
Weirfoulds LLP

Updated as of (Enter Date):  
February 15, 2025

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
Kayla Theeuwen	Ontario	N/A	85%
Bota McNamara	Ontario	N/A	

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.

Name of Lawyer	Province the Canadian Lawyer is based out of	Location of Office (Non-Canadian)	% of Docketed Time in the U.S. Office
		U.S.	
		U.S.	
		U.S.	
		U.S.	
		U.S.	
		U.S.	

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.

Name of Lawyer	Location of Office (Country Only)	# of Lawyers Practice 100% Canadian Law	# of Lawyers Practice 100% Non-Canadian Law	# of Lawyers Practice both Canadian & Non-Canadian Law	Canadian (%)	Non- Canadian (%)	Total (100%)
Frank Walwyn	St. Kitts & Nevis			1	5%	95%	100%
							0%
							0%
							0%

# 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, 2025

							0%
							0%
							0%

### 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:	Lloyds Underwriters
Policy Number:	B0507NM2400014
Period of Insurance:	July 15, 2024 - July 15, 2025
Retroactive Date:	N/A
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:	

# 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, 2025

Retroactive Date:	
Limit (Per Claim):	
Limit (Aggregate):	

# APPENDIX F

Schedule of Claims and Notices As of December 31, 2024

**Name of Firm**

Weirfoulds LLP

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

December 31, 2024

Please attach separately

The Excel summary prepared by CLLAS and found under the Claims Bordereau link on the renewal application page is

# 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 - See separate attachment to email**

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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.

# 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 of IT	
b)	Do you have a Chief Privacy Officer or equivalent?	Yes
	If “no”, who within the Firm is responsible for the management of and compliance with the Firm’s Privacy Policies?	
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

# APPENDIX H

## Cyber Liability

### Name of Firm

Weirfoulds LLP

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
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
r) Has the firm implemented multi-factor authentication for remote access to firm systems?	Yes
s) Are security controls consistent across the entire firm?	Yes

3 Incident Report	Enter Yes or No
Do you have a written network security incident response plan?	Yes



# APPENDIX H

## Cyber Liability

**Name of Firm**

Weirfoulds LLP

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

## 2025 Professional Liability Insurance Application and Exemption Form Submitted to LAWPRO

**Name of Firm**

Weirfoulds LLP

Please attach separately

**PROFESSIONAL LIABILITY INSURANCE INVOICE  
FIRM SUMMARY**

To: WEIRFOULDS LLP  
#4100 - 66 WELLINGTON ST WEST  
PO BOX 35  
TD BANK TOWER  
TORONTO, ON M5K 1B7

Invoice Date: February 19, 2025  
**Policy Effective / Due Date: January 1, 2025**  
Total Amount: \$362,211.75  
Account: A063580

Attention: Accounts Payable

**Premium Detail**

Adjusted Base-Rated Premium	\$332,881.25
Claims History Levy Surcharge	\$2,500.00
PST	\$26,830.50
<b>TOTAL</b>	<b>\$362,211.75</b>

**Instalment Summary**

Instalment Date	Original Amount	Paid Amount	Open Amount
January 15, 2025	\$362,211.75	\$355,961.25	\$6,250.50
<b>TOTAL</b>	<b>\$362,211.75</b>	<b>\$355,961.25</b>	<b>\$6,250.50</b>

Amount Due: \$6,250.50

**Early Payment Discount**

On or before March 28, 2025	pay only:	\$355,569.75 (Discount is calculated at \$54 per lawyer)
	Save:	\$6,642.00

Instalments will be charged to the designated account(s) on the above noted dates  
(unless a specific payment is being made by cheque).  
Please allow 10 business days for payment change requests.

**FIRM SUMMARY**

Firm: A063580

Page 2 of 5

The following members are covered on this summary:

Member Name	Member Number	Instalment Amount	Total Premium	Open Amount
ABELA, CAROLINE	45869A	\$3,071.25	\$3,071.25	\$0.00
ACKERLEY, GLENN	29360B	\$3,179.25	\$3,179.25	\$0.00
AHMED, ZOHAIB	84150O	\$2,018.25	\$2,018.25	\$0.00
ALGAYER, KELIN	86822W	\$3,179.25	\$3,179.25	\$0.00
ALLEN, MACDONALD	63540B	\$3,071.25	\$3,071.25	\$0.00
AREZES, RICHARD	58522H	\$3,179.25	\$3,179.25	\$0.00
ARMSTRONG, ALYSSA	72122S	\$3,179.25	\$3,179.25	\$0.00
ASTOLFO, SANDRA	36986R	\$3,071.25	\$3,071.25	\$0.00
BAKER, DENISE	48116H	\$3,179.25	\$3,179.25	\$0.00
BASSETT, CARLEIGH	68660L	\$3,071.25	\$3,071.25	\$0.00
BATHGATE, BENJAMIN	50965E	\$3,071.25	\$3,071.25	\$0.00
BAZAK, VICTORIA	89983F	\$1,316.25	\$1,316.25	\$0.00
BENATTAR, ABIGAIL	82405S	\$2,369.25	\$2,369.25	\$0.00
BLOCK, AMY	45886A	\$3,071.25	\$3,071.25	\$0.00
BOBECHKO, JANET	32157V	\$3,179.25	\$3,179.25	\$0.00
BORITZ, LIA	70232D	\$3,179.25	\$3,179.25	\$0.00
BORSOOK, LISA	21583H	\$3,179.25	\$3,179.25	\$0.00
BROMSTEIN, ALAN	15880D	\$3,071.25	\$3,071.25	\$0.00
BROWN, DAVID	29399Q	\$3,071.25	\$3,071.25	\$0.00
BUHLMAN, JOHN	20868E	\$3,071.25	\$3,071.25	\$0.00
BURNS, CLARE	32167P	\$3,071.25	\$3,071.25	\$0.00
CARPENTER, FREDERICK	64770U	\$3,071.25	\$3,071.25	\$0.00
CHAN, TSUI MEI KATHERINE	85394L	\$3,179.25	\$3,179.25	\$0.00
CHANG, WILLIAM	76947T	\$3,179.25	\$3,179.25	\$0.00
CHAYTOR, KRISTA	42818B	\$3,179.25	\$3,179.25	\$0.00
CHO, PHILIP	45615U	\$3,071.25	\$3,071.25	\$0.00
CLUTE, ALISTAIR	25286A	\$3,179.25	\$3,179.25	\$0.00
CORAK, JENNIFER	63981C	\$3,071.25	\$3,071.25	\$0.00
COWAN, JEFFREY	17728Q	\$3,071.25	\$3,071.25	\$0.00
DANAY WALLACE, LISA RACHEL	68708F	\$3,071.25	\$3,071.25	\$0.00
DATT, RAJESH	47778H	\$3,071.25	\$3,071.25	\$0.00
DE SEREVILLE, CHANTAL	74111E	\$3,179.25	\$3,179.25	\$0.00
DEMARINIS, CARISSA	89694C	\$1,316.25	\$1,316.25	\$0.00
DI IORIO, ALEXANDRA	84886R	\$2,126.25	\$2,126.25	\$0.00

The following members are covered on this summary:

Member Name	Member Number	Instalment Amount	Total Premium	Open Amount
DILKS, DYLAN	76564N	\$3,071.25	\$3,071.25	\$0.00
DING, MICHAEL	74530C	\$3,071.25	\$3,071.25	\$0.00
DOAK, STEPHEN	53976E	\$3,071.25	\$3,071.25	\$0.00
DOLPHIN, MICHAEL	50371F	\$3,071.25	\$3,071.25	\$0.00
DOOLEY, CONOR	58255H	\$3,071.25	\$3,071.25	\$0.00
DOUGHERTY, MARGARET	26159E	\$3,071.25	\$3,071.25	\$0.00
DOUGLAS, HEATHER	19849M	\$3,179.25	\$3,179.25	\$0.00
EBERSCHLAG, ROBERT	42834F	\$3,071.25	\$3,071.25	\$0.00
EGAN, WAYNE	31033C	\$3,071.25	\$3,071.25	\$0.00
EISENBERG, ROBERT	68720C	\$3,125.25	\$3,125.25	\$0.00
ENGELL, BRUCE	29463C	\$5,879.25	\$5,879.25	\$0.00
ENGLISH, SHAWN	73181U	\$3,071.25	\$3,071.25	\$0.00
FERGUSON, DANIEL	23694J	\$3,017.25	\$3,017.25	\$0.00
FILSON, RYAN	41671C	\$3,071.25	\$3,071.25	\$0.00
FIOR, GAVIN	87877G	\$1,667.25	\$1,667.25	\$0.00
FORAN, SEAN	31047D	\$3,179.25	\$3,179.25	\$0.00
FORMOSA, ALBERT	25777V	\$3,071.25	\$3,071.25	\$0.00
GENNIS, MAX	67497U	\$3,179.25	\$3,179.25	\$0.00
GIVARI, DENA	75481M	\$3,179.25	\$3,179.25	\$3,179.25
GOLDSTEIN, MICAH	64045T	\$3,179.25	\$3,179.25	\$0.00
GREGUS, KATHLEEN	89566W	\$1,424.25	\$1,424.25	\$0.00
GUNAWARDANA, NARMADA	85070A	\$2,018.25	\$2,018.25	\$0.00
HJJIH, DALAL	86949S	\$1,667.25	\$1,667.25	\$0.00
HOLLAND, SETH	74600K	\$3,071.25	\$3,071.25	\$0.00
ISAJ, LORELA	71952B	\$3,071.25	\$3,071.25	\$0.00
IVORY, KELSEY	75071M	\$3,071.25	\$3,071.25	\$0.00
JACOBSEN, PETER	17803P	\$3,071.25	\$3,071.25	\$0.00
JAIN, VIPAL	77026V	\$3,071.25	\$3,071.25	\$0.00
JASKIEWICZ, WOJCIECH	49809L	\$3,071.25	\$3,071.25	\$0.00
KATES, BENJAMIN	60481T	\$3,071.25	\$3,071.25	\$0.00
KEHAR, RAJAN	60144P	\$3,179.25	\$3,179.25	\$0.00
KOSA, JAMES	52881R	\$3,071.25	\$3,071.25	\$0.00
KROMAN, RALPH	24111P	\$3,071.25	\$3,071.25	\$0.00
KUCHAR, BRIAN	60158Q	\$3,179.25	\$3,179.25	\$0.00
KUNICYN, CASSIDY DIANE	84089Q	\$2,072.25	\$2,072.25	\$0.00
LEE, KARSTEN	54042B	\$3,071.25	\$3,071.25	\$0.00

The following members are covered on this summary:

Member Name	Member Number	Instalment Amount	Total Premium	Open Amount
MACDONALD, CHRISTOPHER ANDREW WALLACE	55589C	\$3,071.25	\$3,071.25	\$0.00
MAH, MEGAN	70967K	\$3,071.25	\$3,071.25	\$0.00
MAIN, LUCINDA	55593U	\$3,071.25	\$3,071.25	\$0.00
MARTINS, CARLOS	37916B	\$3,071.25	\$3,071.25	\$0.00
MCEWAN, ANDREA	53781P	\$2,963.25	\$2,963.25	\$0.00
MCGAVIN, PIPER	90483J	\$1,316.25	\$1,316.25	\$0.00
MCKENNA, DEBRA ANNE	60233P	\$3,071.25	\$3,071.25	\$0.00
MCLELLAN, BRADLEY	18526J	\$3,179.25	\$3,179.25	\$0.00
MCNAMARA, CHRISTOPHER	69179H	\$3,071.25	\$3,071.25	\$0.00
MILLAR, WILLIAM	13976W	\$3,071.25	\$3,071.25	\$0.00
MISTRY, SANAYA	80110R	\$3,071.25	\$3,071.25	\$0.00
MITCHELL, BALDON	84236P	\$2,018.25	\$2,018.25	\$0.00
MORRIS, RYAN	47882P	\$3,071.25	\$3,071.25	\$0.00
MOSSIP, MEGAN	60226J	\$3,179.25	\$3,179.25	\$0.00
MOUSAVI, YALDA	90161N	\$1,316.25	\$1,316.25	\$0.00
NADEAU, MARIE-PIER	61119B	\$3,071.25	\$3,071.25	\$0.00
NGO BASSONG, LINDA	82298S	\$2,477.25	\$2,477.25	\$0.00
NOVAC, NATASHA	80134M	\$3,071.25	\$3,071.25	\$0.00
NUGENT, PATRICK	42089M	\$3,179.25	\$3,179.25	\$0.00
OTUTEYE, AMAKI	75844H	\$3,071.25	\$3,071.25	\$3,071.25
PALMER, MIMI	59905B	\$3,071.25	\$3,071.25	\$0.00
PANDELL, JOHN	28595B	\$3,179.25	\$3,179.25	\$0.00
PEPUSHAJ, ALFRED	84973C	\$3,071.25	\$3,071.25	\$0.00
POURMONAZAH JALILI, DENNA	84976N	\$2,018.25	\$2,018.25	\$0.00
POUSHIN, ARMAN	83379E	\$3,125.25	\$3,125.25	\$0.00
PREHOGAN, KENNETH	20035W	\$3,071.25	\$3,071.25	\$0.00
PUGLIESE, ARTURO	44014E	\$3,179.25	\$3,179.25	\$0.00
RICHARDS, JAMES	22194C	\$3,071.25	\$3,071.25	\$0.00
ROMANO, EMMA	74765N	\$2,963.25	\$2,963.25	\$0.00
ROULEAU, SYLVAIN	58141Q	\$3,179.25	\$3,179.25	\$0.00
RUKAVINA, STEVEN	35662S	\$3,179.25	\$3,179.25	\$0.00
SCORGIE, JEFFREY	68568M	\$3,179.25	\$3,179.25	\$0.00
SIFERD, JOHN	80501C	\$3,071.25	\$3,071.25	\$0.00
SINCLAIR, ABBEY-JANE	64230C	\$3,179.25	\$3,179.25	\$0.00
SODAGAR, AMIR	88044M	\$1,667.25	\$1,667.25	\$0.00
SOHAIL, HASHIM	90229S	\$1,316.25	\$1,316.25	\$0.00

The following members are covered on this summary:

Member Name	Member Number	Instalment Amount	Total Premium	Open Amount
STANSFIELD, SARAH	72745D	\$3,071.25	\$3,071.25	\$0.00
STATHAM, MICHAEL	41049C	\$3,071.25	\$3,071.25	\$0.00
SWARTZ, MICHAEL	46741T	\$3,179.25	\$3,179.25	\$0.00
TERESHYN, CHRISTINA	67958N	\$3,179.25	\$3,179.25	\$0.00
THEEUWEN, KAYLA	68920F	\$3,071.25	\$3,071.25	\$0.00
THOMPSON, DAVID	29712G	\$3,179.25	\$3,179.25	\$0.00
THOMSON, DANIEL	39691C	\$3,179.25	\$3,179.25	\$0.00
TOMAR, DHANANJAY	78594R	\$3,071.25	\$3,071.25	\$0.00
TRBIZAN, HAYDEN	82042A	\$3,179.25	\$3,179.25	\$0.00
TZEKAS, CHRISTOPHER	19015L	\$3,179.25	\$3,179.25	\$0.00
VARRO, ADAM	79830E	\$3,071.25	\$3,071.25	\$0.00
WALLNER, PHILLIP	77200O	\$3,179.25	\$3,179.25	\$0.00
WALWYN, FRANK	37375G	\$3,071.25	\$3,071.25	\$0.00
WAXMAN, JONAH	62065I	\$3,071.25	\$3,071.25	\$0.00
WILKINSON, JOHN	27558C	\$3,071.25	\$3,071.25	\$0.00
WONG, DANIEL	44997P	\$3,071.25	\$3,071.25	\$0.00
WONG, THOMAS	62078N	\$3,071.25	\$3,071.25	\$0.00

123 members are listed on the summary

Instalment Amount: \$362,211.75  
Total Premium: \$362,211.75  
Outstanding Amount: \$6,250.50