



FELDSTEIN FAMILY
LAW GROUP
PROFESSIONAL CORPORATION

ANDREW FELDSTEIN
ANNA TROITSCHANSKI
VERONICA YEUNG
RACHEL ZWEIG
QUINN HELD
RAVEENA RAVINDRARAJAN

DAPHNA SCHWARTZ
NICK SLINKO
SHANA GORDON-KATZ
LAUREN HARVEY
JUSTIN PO

RETAINER AGREEMENT

I, _____,
Print Name

1. hereby authorize and retain Feldstein Family Law Group, Professional Corporation to act on my behalf with respect to the following matters (*a check mark in the box in the first column indicates the services for which I am retaining Feldstein Family Law Group, Professional Corporation, and my initials in the box in the second column indicate my acknowledgement of the selected work that will be done by the Firm*):

Check Mark	Initials	
<input type="checkbox"/>	<input type="checkbox"/>	(a) providing an opinion regarding my family matter;
<input type="checkbox"/>	<input type="checkbox"/>	(b) taking steps to act on my behalf to negotiate a resolution of my family matter;
<input type="checkbox"/>	<input type="checkbox"/>	(c) commencing or responding to a court action relating to my matrimonial matter and becoming solicitor of record;
<input type="checkbox"/>	<input type="checkbox"/>	(d) taking steps to act on my behalf with regard to an appeal arising from my matrimonial matter;
<input type="checkbox"/>	<input type="checkbox"/>	(e) attending at a mediation in my matrimonial matter;
<input type="checkbox"/>	<input type="checkbox"/>	(f) attending at an arbitration in my matrimonial matter;
<input type="checkbox"/>	<input type="checkbox"/>	(g) acting as my agent in order to attend court at _____ (specify event) and not becoming the solicitor of record;
<input type="checkbox"/>	<input type="checkbox"/>	(h) acting as my agent in order to draft materials and not becoming the solicitor of record, nor attending at court on my behalf unless (1. g) above is checked and initialed;
<input type="checkbox"/>	<input type="checkbox"/>	(i) participating in the collaborative family law process;
<input type="checkbox"/>	<input type="checkbox"/>	(j) commencing court action for adoption <input type="checkbox"/> <input type="checkbox"/> Solicitor of record <input type="checkbox"/> <input type="checkbox"/> Agent
<input type="checkbox"/>	<input type="checkbox"/>	(k) taking steps to act on my behalf with regard to a limited retainer to provide the following services: _____ _____
<input type="checkbox"/>	<input type="checkbox"/>	(l) in the event of court, four-way meetings or mediation, the retainer amount increases to the sum of _____ dollars (\$ _____).

Please note the retainer is not a block fee or a set fee. The retainer is a deposit on account as more particularly described in paragraph 8 of this Retainer Agreement.

2. In the course of so acting, the Firm is hereby AUTHORIZED to employ such counsel, agents or experts as the Firm may deem necessary, and I further AUTHORIZE them to incur such disbursements as the Firm deems necessary. Initials: _____
3. I ACKNOWLEDGE that I have been advised of the following limitation periods and UNDERSTAND:
- (a) that any claims I may have to an equalization of net family property under the *Family Law Act* (division of property) will be barred by the passage of time if I do not start court proceedings within six (6) years of my separation from my spouse, or within two (2) years after a divorce has been ordered, or within six (6) months after the first spouse's death, whichever occurs first;
 - (b) that any claims for a division of Canada Pension Plan credits against a common-law spouse must be made no later than four (4) years after separation and against a deceased spouse (whether married or common law) no later than three (3) years after death;
 - (c) that all claims for a trust interest and or a beneficial interest in property must be made within two (2) years of the date of separation, save and except for claims for a trust interest and or a beneficial interest in real property, which must be made within ten (10) years of the parties date of separation;
 - (d) that a court Application to set aside a domestic contract under the *Family Law Act* must be made within two (2) years of the date of discovery which can be disputed by the other side;
 - (e) failure to meet these time limits may result in my claim being barred and I may no longer being allowed to proceed with any monetary claim that I may be entitled to;
 - (f) the Firm is not responsible for tracking these limitation periods and is not responsible for advising me when one of the above noted limitation periods may expire;
 - (g) that I am solely responsible for tracking these important time periods.
4. I ACKNOWLEDGE that the Firm's fees will be based on the time spent on this matter on my behalf. The Firm has AGREED to make detailed time records available to me for my review at any mutually convenient time if I have any questions or concerns about them. I ACKNOWLEDGE AND UNDERSTAND that the Firm encourages that I discuss any questions or concerns I may have about the legal fees that I have been charged. In the unlikely event that a disagreement concerning fees cannot be resolved through discussions between the Firm and myself, I UNDERSTAND that I may have my account reviewed pursuant to the provisions of the *Solicitors Act*.
5. I ACKNOWLEDGE that the Firm's legal fees do not include costs and expenses which may

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be necessary for the Firm to incur in connection to my matter. I UNDERSTAND that costs and expenses, or disbursements, typically include (but are not limited to) such items as filing fees, Divorcemate, actual travel costs including travel to and from court, computerized legal research, long distance telephone charges, messenger, courier, and express delivery charges, printing and reproduction costs, transcript costs, witness fees, electronic transmission costs, agents' fees and charges for outside consultants or experts. Any such charges relating to my matter which are incurred by the Firm as my agent will be itemized and billed in addition to charges for legal services.

6. I ACKNOWLEDGE that upon my request in writing, Feldstein Family Law Group, Professional Corporation will be pleased to give me their best estimate of the amount of legal fees and costs likely to be incurred in providing the services I require. I UNDERSTAND that such estimates are by their nature inexact because of the inherent difficulty of predicting in advance what a given project will require completed, are not fixed quotation, and will not be binding on myself or Feldstein Family Law Group. Feldstein Family Law Group may, from time to time as the matter progresses, revise their estimates. All estimates are provided for planning purposes only. I UNDERSTAND that there may be a number of reasons why actual fees may be higher than an estimate. I may request or need more meetings or explanations than is usual, information to be provided is not available when needed, or is inaccurate or incomplete, there is a change in the law, something out of the ordinary is encountered, or another party may be difficult or uncooperative. While Feldstein Family Law Group will try to advise me if and as this happens, I UNDERSTAND that it is not always possible to do so, particularly when the assignment is urgent or time sensitive and the firm's efforts are concentrated on completing the assignment within the deadline.
7. I UNDERSTAND that one lawyer at the Firm has primary responsibility for each matter for which Feldstein Family Law Group, Professional Corporation provide legal services. I UNDERSTAND that the responsible lawyer may from time to time, in his or her discretion, obtain assistance from another lawyer in the Firm, an articling student or a law clerk. I UNDERSTAND the hourly rates for the lawyers, clerks and students-at-law at the Firm are as set out in *Schedule "A"* hereto which forms part of this Retainer Agreement. I AGREE AND AUTHORIZE the Firm to use other lawyers, clerks and students-at-law as the Firm deems appropriate at the established rates by the Firm for their services. I UNDERSTAND that hourly rates are set at levels intended to reflect experience and expertise. Rates may be varied without notice. The Firm will advise me of such hourly rates at my request. I UNDERSTAND that Feldstein Family Law Group, Professional Corporation encourages that I discuss the hourly rates and fee structure which will apply to the legal services being rendered. I UNDERSTAND that time is being charged in increments of 1/10 of an hour (minimum of 1/10 of an hour for each 1/10 of an hour or part of 1/10 of an hour).
8. I AGREE to deposit with the Firm, in trust, the sum of _____ dollars (\$) _____) for the purposes set out in Paragraph 1 above. In either instance I AUTHORIZE the Firm and direct the Firm to use such funds to pay for any disbursements incurred by the Firm on my behalf and any final accounts for fees. I further AGREE to make further deposits on request if these funds become depleted. If I am unable to replenish the monetary retainer when requested to do so, I UNDERSTAND AND AGREE that this may result in a breakdown of the solicitor-client relationship and be the basis for good cause entitling the Firm to withdraw its services, subject to court approval if required. I UNDERSTAND that the Firm may require a further monetary retainer to cover anticipated fees and disbursements in advance of a trial or other major court appearance (i.e. 4-Way Meeting, Settlement Conference, Motion, Case Conference, etc.), if applicable.

9. I UNDERSTAND that there are various methods of payment of the deposit(s) of retainer funds. These methods of payment include Visa, MasterCard, personal (or business) cheque, certified cheque, bank draft, money order, (a limited amount of) cash and wire payment.

I ACKNOWLEDGE that aside from cash, Visa, and MasterCard payments, wire payments are the only immediate form of payment. (NOTE: the financial institution may charge a fee for wire payments.) All other forms of payment, including personal (or business) cheque, certified cheque, bank draft and money order, take at least 10 (ten) business days to clear the bank from the date of deposit.

I ACKNOWLEDGE that I have been advised that in the event I wish to make a wire payment, I shall advise Feldstein Family Law Group Professional Corporation in writing, and Feldstein Family Law Group Professional Corporation shall provide to me specific written instructions in this regard.

10. I hereby ACKNOWLEDGE that no work will be done until my retainer in the amount as set out at paragraph 8 above (the amount of \$ _____) is paid in full. I ACKNOWLEDGE that I may be advised that my matter will be put on hold until such time as any retainer amount is paid in full.

11. Dispute Resolution regarding any Disputes over an Account with the Firm

Any dispute relating to the Firm's legal fees and the accounts to me from the Firm, pursuant to the terms of this Retainer agreement, shall first be referred to mediation for resolution and failing mediation, to be referred to arbitration under the *Arbitration Act*, S.O. 1991, c. C. 17 for resolution.

Mediation is a process whereby a mediator, being an impartial individual, attempts, through negotiation, to facilitate a resolution of the dispute over the Firm's fees and disbursements as rendered to me by the Firm for the services that the Firm is providing to me and as reflected in the Firm's accounts to me. Mediation is strictly confidential and without prejudice to me so that whatever occurs in mediation will not be used by either of us in any future proceeding. We will try to find a mutually agreeable mediator but if we cannot agree on that individual, then we will ask the Chair of the Family Law Section of the Ontario Bar Association to select the mediator and we mutually agree to retain that person. The mediator's fees, if any, will be shared equally by the Firm and me. I understand that I may choose to be independently represented by a lawyer at mediation, should I wish to do so. The mediator shall have experience in Family Law and disputes regarding legal fees.

I am aware that, the *Solicitors Act* provides me with the option to apply to have the Firm's accounts assessed in the Superior Court of Justice within 30 days of receiving an account. A right to apply for an assessment is my statutory right under the *Solicitors Act* to have a lawyer's account assessed by the Court, to determine if the fees and disbursements charged by the lawyer(s) is/are fair and reasonable. However, in signing this Retainer, I agree that any disputes relating to my legal fees and the Firm's accounts to me from the Firm shall, should mediation as aforesaid fail to bring about a resolution of the dispute, be the subject of an arbitration, not an assessment under the *Solicitors Act*. Instead of proceeding before an assessment officer for this purpose, by signing the Firm's Retainer Agreement, I am providing my consent and agreement that any issue with respect to the fairness and reasonableness of the fees and disbursements charged to me as set out on the Firm's accounts will be decided by an arbitrator, using the same criteria an assessment officer

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applies in an assessment under the *Solicitors Act*. The arbitrator shall not be the same person as the person who conducted the mediation. I understand that I may choose to be independently represented by a lawyer at the arbitration should I wish to do so.

I am aware that, while an assessment officer does not charge for his/her time, an arbitrator typically charges on an hourly basis. The costs of the arbitration will be within the jurisdiction and discretion of the arbitrator. Thus, the initial retainer and further retainers for the arbitrator shall be divided equally by the Firm and me and are subject to re-apportionment by the arbitrator. In addition, I am aware that, pursuant to the *Solicitors Act*, the assessment officer's decision can be appealed as of right, while an arbitrator's decision cannot be. In signing this Retainer, I agree that the right to appeal an arbitrator's decision can be on a question of law, fact, or mixed law and fact.

I UNDERSTAND that I will have 30 days from the delivery of an account to provide my notice of intention to dispute the account. The right to subject the Firm's accounts for review by an arbitrator will be in relation to all or any accounts the Firm has rendered regarding the file indicated on the invoice rendered, whether they have been paid or are unpaid. If we cannot resolve the dispute with respect to my legal fees by way of negotiations between us or by mediation as set forth above, I agree to arbitrate the matter with an arbitrator (who will be a lawyer). If we cannot agree on the choice of the arbitrator, the Chair of the Family Law Section at the Ontario Bar Association shall decide who shall be the arbitrator. The arbitrator shall have experience in Family Law and disputes regarding legal fees.

The purpose of this clause is to fully inform me of the terms of the Firm's Retainer Agreement. I UNDERSTAND that the Firm, encourages me to seek independent legal advice with respect the terms of this Retainer Agreement before executing same. If I have any questions about this Retainer Agreement, I will let the Firm know in writing *before* I sign this Retainer Agreement, otherwise once I sign this Retainer agreement I will be deemed to have done so freely and voluntarily and will be representing to the Firm that I have accepted and understood the terms of this Retainer Agreement and that it will be binding upon me.

12. I UNDERSTAND that retainer agreements vary greatly and if a retainer has been arranged with respect to my matter or legal affairs, any unused portion of the retainer will, subject to the terms of the Firm's engagement letter with me, be promptly refunded at the conclusion of the engagement. I UNDERSTAND that any interest earned on retainers deposited is remitted directly by the depositary financial institution to the Law Foundation of Ontario.
13. I UNDERSTAND that larger trust deposits which are economically capable of separate investment will be deposited in a separate interest-bearing account in my name, with interest earnings credited to me. I ACKNOWLEDGE the rules for the maintenance of trust accounts, including the use of a common fund for short-term or minor trust deposits, are prescribed by the Law Society of Upper Canada.
14. I ACKNOWLEDGE that I have been advised that court proceedings, mediation, arbitration (where applicable) are expensive and uncertain and that, in spite of my solicitor's efforts on my behalf, there is no assurance or guarantee of the outcome, the length of time it may take or the costs involved. I ACKNOWLEDGE that Feldstein Family Law Group, Professional Corporation has not given me any guarantee or assurance of the total fees or disbursements that will be charged in the conduct of my affairs regarding any of the matters set out in Paragraph 1 above. I UNDERSTAND that in litigation matters, the court may award costs as part of my claim. I UNDERSTAND AND ACKNOWLEDGE that unless the Firm advises me to the contrary, I should not assume that any costs that may be awarded by the court or

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paid pursuant to settlement will be in an amount sufficient to cover the Firm's professional fees. If collected by the Firm, these costs will be credited towards my account, but I will still be obligated to pay for services actually rendered and billed by Feldstein Family Law, Professional Corporation.

15. I ACKNOWLEDGE that I have advised the Firm that in the event that there is an outstanding account owing to Feldstein Family Law Group, Professional Corporation, all final accounts for fees and disbursements shall be paid out of the net proceeds from the sale of the matrimonial home / family home / real estate, and/or from an equalization payment owing to me, and/or any from any type of settlement proceeds owing to me (save and except for child support and/or spousal support). I hereby irrevocably AUTHORIZE and direct anyone holding funds from the proceeds of the sale of the matrimonial home / family home / real estate to make my share of the proceeds from the sale of the matrimonial home / family home / real estate payable to Feldstein Family Law Group, Professional Corporation, in Trust, on account of their legal fees and disbursements. This shall form a first charge against the proceeds from the sale of the matrimonial home / family home / real estate. I further AGREE to execute all of the necessary documentation in order to ensure that any of the above-referenced payments which are owing to me, be applied towards my outstanding account with Feldstein Family Law Group, Professional Corporation for legal fees and disbursements (save and except for child support and/or spousal support). I UNDERSTAND that if the firm receives any payment of monies from a third party and such payments are made by way of certified cheque, money order and/or bank draft that such funds shall be held for ten (10) business days to ensure that the deposit is valid and cleared the Firm's accounts.
16. In the event that the matrimonial home / family home / real estate is not sold and there are no settlement proceeds of any kind (i.e. equalization payment: net family property, etc.) I further AGREE to pay all final accounts rendered by the Firm. If I am unable to pay the final accounts when requested to do so, I UNDERSTAND AND AGREE that this may result in a breakdown of the solicitor-client relationship and be the basis for good cause entitling the Firm to withdraw its services, subject to court approval if required.

It is UNDERSTOOD AND AGREED that payment of the Firm's account for fees and disbursement is due upon receipt and that interest will be charged pursuant to the *Solicitors Act*.

17. It is UNDERSTOOD that if any person other than me makes a payment to Feldstein Family Law Group Professional Corporation on my behalf, the Law Society of Upper Canada requires that person to provide his or her full legal name, home address and telephone number, business address and telephone number, occupation, and date of birth. The Law Society of Upper Canada prohibits Feldstein Family Law Group Professional Corporation from accepting the payment if this information is not provided.
18. I hereby AUTHORIZE the Firm to receive in the Firm's trust account on my behalf any monies to which I may become entitled arising out of the above matter, and it is AGREED AND UNDERSTOOD that such monies (if any) may be applied to the Firm's legal account of fees and disbursements, before the balance, if any, of said funds is paid out to me.
19. It is AGREED AND UNDERSTOOD that if there is a breakdown in the solicitor and client relationship for any reason, the Firm may withdraw from acting on my behalf upon my receipt of actual notice or written notice mailed by prepaid registered mail to my last known address.

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20. Feldstein Family Law Group, Professional Corporation will provide me with prompt notice of withdrawal and, if required, assist in the orderly transition of my legal business to such other counsel as I may select. I ACKNOWLEDGE the following as possible causes of withdrawal: conflicts of interest with another client, non-payment of legal fees and expenses, failure to disclose material facts, or actions contrary to the Firm's advice. I UNDERSTAND that I will be asked to execute a consent to this effect if an application to the Court is required. It is UNDERSTOOD that as in the case of my election to terminate the Firm's services, fees earned and expenses incurred up to the time of withdrawal are deemed fully earned. Feldstein Family Law Group Professional Corporation will only be required to provide an electronic copy of my file.
21. It is AGREED AND UNDERSTOOD that upon the conclusion of each matter Feldstein Family Law Group, Professional Corporation handles for me, their representation as to that matter will be complete and my file will be closed. Unless Feldstein Family Law Group, Professional Corporation has provided me with a specific undertaking to do so, changes in the law or circumstances which occur after the completion of the assignment and which may bear upon or adversely affect the completed project will **not** be monitored and I will not be advised of same.
22. I ACKNOWLEDGE that there will be a cost associated with the Feldstein Family Law Group, Professional Corporation scanning and profiling the entirety of my file obtained from my former counsel (if there was a lawyer acting for me prior to the Firm's retainer) into the Firm's paperless system which shall be charged at the normal hourly rates of the Feldstein Family Law Group, Professional Corporation.
23. It is AGREED AND UNDERSTOOD that if I decide to retain new counsel or become self represented or the work on your file has been completed and the file is closed, and I or my new solicitor requires a copy of the file, I will be liable for providing a minimum deposit of \$250.00 for reproduction of an electronic copy of my file. I ACKNOWLEDGE that my original hard copy of my file documents will be destroyed 90 days after the closing of my file.
24. I ACKNOWLEDGE AND AGREE that I will notify Feldstein Family Law Group, Professional Corporation in advance, ideally in writing, prior to filing for bankruptcy and/or a consumer protection or consumer proposal.
25. I ACKNOWLEDGE AND AGREE that I should not make any *material* changes in my financial circumstances, including but not limited to, buying/selling real estate, without first consulting my lawyer, ideally in writing, as I have been advised that it may have an impact on my position.
26. I ACKNOWLEDGE and understand that all confidential information and data pertaining to me may in the future be stored off-site and operated by Cloud computing services. I understand and agree that this method of data storage will allow the lawyers at Feldstein Family Law Group Professional Corporation to securely access data from any computer with internet access. I further understand and agree that Cloud computing services provide secure and protected data storage services which will not necessarily compromise the confidentiality of the information pertaining to my matter. I further acknowledge and understand that the Feldstein Family Law Group's data is stored on a server located in the United State of America, such that it all stored data is at risk of seizure and confiscation pursuant to the United States of America *Patriot Act*. I understand and agree that Feldstein Family Law Group cannot protect nor guard against the potential seizure or confiscation as

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described above of the confidential information pertaining to my matter that is stored in the Cloud.

I ACKNOWLEDGE and understand that despite the security and protection afforded by Cloud computer services and electronic mail, it is possible for the confidentiality of the information pertaining to my matter to be breached while the data is in transmission. I further acknowledge and understand that while data is in transmission, it may pass through the United States of America during which time it will be at risk of seizure and confiscation pursuant to the United States of America *Patriot Act*. I understand and agree that Feldstein Family Law Group cannot protect nor guard against the potential seizure or confiscation as described above of the confidential information pertaining to my matter during said transmission.

- 27. I ACKNOWLEDGE AND AGREE that except as otherwise provided in this Agreement, the invalidity or unenforceability of any term of this Agreement does not affect the validity or enforceability of any other term. Any invalid term will be treated as severed from the remaining terms.
- 28. I ACKNOWLEDGE having read this Agreement in its entirety and that I am completely liable for payment of the Firm's fees and disbursements incurred in this matter.
- 29. I ACKNOWLEDGE having read this Agreement in its entirety and UNDERSTOOD its contents.
- 30. Would you like us to communicate with, or take direction from, a third party with respect to your matter or your file with our firm? If so, please provide us with the details of said person(s) as specified below. (If you leave this section blank then it means we shall not communicate with any third person or party)

Full legal name of the third party with whom you wish us to communicate:

Telephone number: _____

Fax number (if applicable): _____

Email address: _____

Mailing address: _____

Full legal name of the third party with whom you wish us to communicate:

Telephone number: _____

Fax number (if applicable): _____

Email address: _____

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Mailing address: _____

This shall be your direction and authorization to Feldstein Family Law Group Professional Corporation to communicate with and received instructions from above-specified individual(s) by way of email, telephone, mail, facsimile, and any other means of communication regarding your family law matter and file with Feldstein Family Law Group Professional Corporation and this direction shall constitute good and sufficient authority for so doing.

If you wish to provide us with further details or specific instructions with respect to the above, please do so on the following page. **Please note that if we communicate with a third party on your behalf that it may waive solicitor client privilege regarding said communications.**

Specific Instructions:

Please be advised that if at any time you wish to update or modify the above, or if you wish us to cease communication with the above-specified person(s), we require written instructions from you regarding same.

31. I hereby ACKNOWLEDGE receiving a copy of this executed Retainer Agreement in its entirety.

DATED at _____, Ontario this _____ day of _____, 20____
(city) (date) (month) (year)

Signature of Client

Print Name of Client

SCHEDULE "A"

Hourly rates for Lawyers effective October 4, 2022*

Andrew Feldstein	\$625.00	(Six hundred and twenty-five dollars)
Daphna Schwartz	\$425.00	(Four hundred and twenty-five dollars)
Anna Troitschanski	\$375.00	(Three hundred and seventy-five dollars)
Nick Slinko	\$365.00	(Three hundred and sixty-five dollars)
Veronica Yeung	\$310.00	(Three hundred and ten dollars)
Shana Gordon-Katz	\$300.00	(Three hundred dollars)
Rachel Zweig	\$285.00	(Two hundred and eighty-five dollars)
Lauren Harvey	\$270.00	(Two hundred and seventy dollars)
Quinn Held	\$270.00	(Two hundred and seventy dollars)
Justin Po	\$240.00	(Two hundred and forty dollars)
Raveena Ravindrarajan	\$240.00	(Two hundred and forty dollars)

Hourly rates for Articling Students effective October 4, 2022*

Kyla Johnson	\$200.00	(Two hundred dollars)
Tarynpreet Johal	\$200.00	(Two hundred dollars)
Harjot Jagpal	\$200.00	(Two hundred dollars)

Hourly rates for Summer Students effective May 1, 2023*

Sofia D'Amico-Frigerio	\$200.00	(Two hundred dollars)
Barinder Parmar	\$200.00	(Two hundred dollars)

* Rates may be varied without notice.