Beyond Survival: Tips for Surviving and Thriving in Hard Times

Canadian Bar Association
Business Basics in Changing Times
Friday, November 18, 2011
Westin Harbour Castle, Toronto, Ontario

Dan Pinnington
Director, practicePRO
Lawyers’ Professional Indemnity Company
Start with a budget and business plan
Create a marketing plan and take time to market every day.
Mix traditional and new media

• Social media and traditional marketing can work together

• See Social Media Issue of LAWPRO Magazine
Pick an area of law you are passionate about. Specialize.
Don't dabble
Keep clients happy
Risks in a soft economy

• Unhappy clients looking for
  – Someone to blame
  – Someone to pay
  – A way to delay things
  – A way out

• Ambiguous retainers
• Ambiguous language in documents
• Poor communication
• Missed deadlines/delay
• Unanticipated scenarios or circumstances
• Unexpected results
• Conflicts of interest
Risky lawyer behaviour in a soft economy

- Poor client selection
- Rushing/taking shortcuts
- Bending the rules
- Dabblers
  - Helping existing client, family or friends
  - Switching to “growth” area
- Suing for fees
Learn to listen
Claims Count % by Description of Loss

- Communication: 32%
- Time Management: 16%
- Law: 12%
- Inadequate Investigation: 13%
- Tax: 4%
- Conflicts: 6%
- Clerical: 7%
- Other: 9%
Are big firms really that different?
LAWPRO Claims Count by Area of Law
1997 to 2007

Claim Count (%)

Firm Size

Solo 2 to 5 6 to 10 11 to 24 25 to 74 75 Up

Corporate
Plaintiff
Real Estate
Defence
IP
Tax
Wills/Estates
Labour
Family
Beware of difficult clients
Categories of difficult clients

- Angry/hostile
- Vengeful/with a mission
- Over-Involved/obsessive
- Dependant
- Secretive/deceitful/dishonest
- Depressed
- Mentally Ill
- The difficult client with the difficult case
- Client unwilling to accept, follow or believe lawyer’s advice
How to deal with difficult clients

• Set expectations at the start
• Continually manage expectations
• Be firm and consistent
• Don’t tolerate inappropriate behaviour
• Know when to say goodbye

• See paper by Justice Carole Curtis and client billing and administrative information precedents
  – www.practicepro.ca/difficultclients
The 2/3 Rule

All your clients/matters should do at least two of these three things:

• Interesting and challenging matters
• People you enjoy
• Pay you
Tasks and time management
<table>
<thead>
<tr>
<th>1</th>
<th>2</th>
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<tbody>
<tr>
<td>3</td>
<td>4</td>
</tr>
</tbody>
</table>

The different types of tasks

- **Urgent and important**
- **Important but not urgent**
- **Urgent but not important**
- **Not urgent and not important**

Stephen R. Covey's book, *The 7 Habits of Highly Effective People*
<table>
<thead>
<tr>
<th>1</th>
<th>2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Motion today</td>
<td>LAWPRO premium due next month</td>
</tr>
<tr>
<td>Court filing due tomorrow</td>
<td>Employee issues</td>
</tr>
<tr>
<td>Real estate closing</td>
<td>Collecting ARs</td>
</tr>
<tr>
<td>Calls/emails</td>
<td>Marketing</td>
</tr>
<tr>
<td>Most interruptions</td>
<td>Exercise/time off</td>
</tr>
<tr>
<td>Other people imposing on your time</td>
<td>Trade press</td>
</tr>
<tr>
<td>3</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>Television</td>
</tr>
<tr>
<td></td>
<td>Did the Leafs win?</td>
</tr>
<tr>
<td></td>
<td>Facebook updates</td>
</tr>
</tbody>
</table>
Getting things done with a daily to do list

• Use it every day
• Write it out
• Have only one list
• Make it at beginning/end of day
• Show priorities
  – What are the top 3 or 5
• Use standard form
• Enter bigger tasks in calendar
Ways to capture smaller tasks or reminders

• Send email to yourself
• Create a new email message
• Save draft message in email drafts folder
• Dedicated to do or reminder sub-folders in Inbox
Practice management software

- Amicus Attorney
- TimeMatters
- Credenza
- CLIO
- Rocket Matter
Get sufficient retainer at start

Replenish retainer when it runs out
If clients don’t replenish retainer or pay outstanding accounts…
Bill something every week

Bill matters at milestones
Bring clients to your office door asking to pay their bills

Give clients automatic discount if bill is paid within a specified short period of time after receipt of the bill by the client.
Be prepared for unexpected things

Prepare a disaster plan
Technology is essential

See top legal technologies paper
Get a mentor
Connect with peers by joining CBA or local law association
What goes around comes around: 
So be nice!
Take care of yourself
Have a life outside law
Create a strategic plan
Trust your instincts.
Tips for doing things better and fewer interruptions
New Mail!

You have new mail!

OK
Turn off new e-mail pop-up and beep

Go for fewer interruptions by:

• Turn off the pop-up
• Turn off the beep
• Set check for new messages to lower frequency
• Enable new mail icon on task bar
Control your boundaries and space

• Daily/weekly meetings for routine issues
• Set aside your best time in the day to do work
• Don’t bug me protocol
  – Close your door; phone to voicemail
• Work in a war room
• Consider call display
• Have people send email, not voicemail
• Used detailed voicemail messages
• Learn to say “NO”
Delegation

- Getting the job done through others
- Basic principle: work ought to be pushed down to the lowest capable level
- Consistently doing tasks that lower level lawyers/staff can do wastes your time and your money
Why lawyers do not delegate

• Don’t want to give up control
• Fear it will not be done properly
• Can complete it better, faster
• Not enough time to delegate
• The tyranny of the urgent
  – The emergency never ends
Better delegation

- Right person for the task
- No talking down
- Give clear instructions and all information
- Explain any parameters
- Realistic deadlines
- Reporting mechanism
- Confirm instructions were understood
- Give feedback
Time saving technology tips
Telephone headsets

• Once you try one, you’ll never go back

• Models
  – Over the head
  – Over the ear
  – In the ear

• Prices - $50-$350

• Consider dual phone/computer type
  – Voice recognition software
  – Virtual meetings
BlackBerry tips

- Keyboard shortcuts
- Helpful features and settings
- *BlackBerry 101* article in Winter 08/09 issue LawPRO Magazine
Essential Mac and iPhone resources

• iPhoneJD
  – www.iphonejd.com

• The Mac Lawyer
  – www.themaclawyer.com

• ABA Techshow 60 iPad and iPhone Apps in 60 Minutes
  – www.ReidMyBlog.com
Can we meet next Tuesday?

Use online scheduling tools:

- GatherGrid
- Tungle
- WhenIsGood
- Doodle
- SAM:SetaMeeting
- MeetingWizard
Instant ad hoc virtual meetings

- Share your desktop via a web browser with 1-20 other people
- Can look at other person’s computer too
- Also IM and document sharing
- $50/month
- GoToMeeting or WebEx
- Mikogo (free)
Finding and keeping good lawyers

By any measure, the most valuable asset at every law firm is its lawyers. All successful and thriving firms have excelled at finding, recruiting, integrating and keeping excellent lawyers. For greater insight into what your firm can do to build a top-notch legal team, and how you can navigate the path to becoming a valued partner, LAWPRO has assembled a panel of people who have dealt with firm recruitment and retention issues from both inside and outside law firms.

We have asked them to address several questions: Why do lawyers leave? How do you keep good lawyers? What can firms do to keep more women lawyers? How do you integrate a new hire? How do you get and stay on the partnership track?

Read on for greater insights on how you can build a better legal team at your firm.

LAWPRO: Why do associates and partners leave firms they have worked so long and hard for?

Kirby: I think that the answers are somewhat different for partners and associates. As law firms get more focused on the bottom line, partners whose practices have failed to grow and who are not delegating lots of work to associates may be asked to leave. As well, some partners are looking for a lifestyle change and may go off to join a client often in a legal or non-legal role. Associates move for different reasons: ... they feel they have lots of choice and will not put up with a situation in which they feel they are not being offered interesting work in a congenial workplace.

Lorenza: I agree that partners leave firms for different reasons than associates. Partners may leave because a different platform is a better one on which to build their practices or they may have developed a practice in an area that is not supported / valued by their firm. It also may be that they are “blocked” by a partner above and see an opportunity for future potential growth at another firm. I've also met other partners who want a different challenge (usually with a corporation) or want more control over their hours.

With respect to associates, they leave firms for a number of reasons. They tell us that they want a better work/life balance; better control/ predictability over their hours, they don't feel they are part of the team, either they don't feel they have connected with their practice group. Some associates look to the partners and tell us that they don't want to have the partner lifestyle i.e. if they knew it was going to get better as they became more senior, it would be different, but they see that the partners work just as hard, or harder, than the associates. Some female associates have also told me that they don’t have role models they can look to who have a family and a successful practice.

Mary: While I agree that most partners leave firms because they believe that their practices will thrive more in a different firm, I do think that partners and associates who leave private practice to go to corporations and government, do so for similar reasons. One of the challenges of private practice is that one’s performance is measured in large part by time, whereas in other environments, performance may be measured less by time and more by output. Both partners and associates are motivated to leave because they want more control over when they work. It is not that lawyers aren’t prepared to work hard - it is the lack of predictability of the hours that makes it difficult. The other factor that is impacting the retention of younger lawyers is that more families are dual income and that makes it even easier for lawyers to accept positions with lower compensation. The other thing law firms are facing is competition for associate lawyers from other jurisdictions. Associate lawyers are attracted to both London and New York. The attraction to London is very strong because the opportunities to travel are so great.

Harold: There are many different reasons why lawyers leave. Sometimes it is the result of pure economics and the perception of greater opportunities elsewhere. Ultimately, in most cases, it comes down to connection. Does the lawyer feel connected to the firm, the people they work with, the city? If the answer is no, then the lawyer will be looking for opportunities to move.

LAWPRO: Now that we have a better idea of why people leave, what can firms do to work towards greater retention of the people they really want to keep?

Kirby: I agree with Mary that simply treating people better is an important step. In addition to the things she mentions, we need to provide challenging interesting work, ongoing CLE and other

Google Docs
Google Translator
Google Account security best practices

• Use a strong password
• Enable Google account recovery options
• Set-up two step authentication
• Check application access
• See post on Rick Klau’s blog
  – http://tins.rklau.com
Dual monitors

- Working screen and reading screen
- Less jumping around to different screens
- Easier cut/paste/edit
- Less printing!!!
Clean up a mess with the miraculous Undo or Ctrl+z

- To undo changes press Ctrl+z, Alt+Backspace, or click the Undo button
- To redo undone changes press Ctrl+y or click the Redo button
- You can do this multiple times
- Works in all MS Office apps, and many other programs
Save your work

• Press Ctrl+s to save your work
• Works in most applications
• In most email programs will save copy of current message in Drafts folder
Essential word processing shortcuts

• To turn on/off; or change selected text:
  – Ctrl+B = bold
  – Ctrl+U = underline
  – Ctrl+I = italics

• Ctrl+A = selects all text in a document
Essential Outlook
keyboard shortcuts

- Ctrl+M = new E-Mail message
- Ctrl+Enter = to send an email message
- Ctrl+T = new Task
- Ctrl+N = new Note
- F7 to spell check
- Ctrl+B = open Address Book
Keep calendar open while using other parts of Outlook

- Open Calendar in new window
- Right-click on Calendar and select Open in New Window
SimplyFile

- Amazing Outlook add-on
- “Guesses” which folder e-mails go to
- Unbelievably accurate!!
- US$40/user
- www.techhit.com/SimplyFile
Where did I store that document?

- Don’t waste time looking for electronic copies of documents
- Use the same folder structure on your computer hard drive and in your email Inbox sub-folders
Your one stop travel shop

• Searches all other travel sites
• Flights and hotels
• You filter results to find what you want
• www.kayak.com
• Also www.tripadvisor.com
<table>
<thead>
<tr>
<th>Price*</th>
<th>Airline</th>
<th>Takeoff</th>
<th>Landing</th>
<th>Stops (Duration)</th>
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<tr>
<td>$486</td>
<td>Air Canada</td>
<td>YZ 10:30p → YVR 12:32a</td>
<td>0 (5h 02m)</td>
<td>4 sites</td>
</tr>
<tr>
<td>$486</td>
<td>Air Canada</td>
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<td>4 sites</td>
</tr>
<tr>
<td>$497</td>
<td>Air Canada</td>
<td>YZ 8:00a → YVR 10:02a</td>
<td>0 (5h 02m)</td>
<td>4 sites</td>
</tr>
</tbody>
</table>
Adobe Acrobat X Professional

- Create/Edit .pdf files
- OCR
- Portfolios
- Security
- Forms
- Email archiving
Dealing with a chatty caller

• Need help to get off the phone?
• [www.sorrygottago.com](http://www.sorrygottago.com) can help
Bad cheque fraud
How bad cheque frauds work

• Contrived legal matter
• Basic goal: have you run fraudulent certified cheque through your trust account
• You disburse funds on the bad cheque
• Fraudster gets real money
• You get shortfall
Common types

• Bad debt collection
• Spousal support collection
  – “Collaborative law participation agreement”
• Business loan
• Inventory purchase loan
• Refund of retainer/deposit
RETAINER FOR LEGAL SERVICES

I, GEORGE GRAHAM, hereby employ [omitted] to prosecute any legal action that I may have for various actions and generally to take such action and to conduct such investigation and proceedings as you may consider necessary or proper on my behalf, and for doing, this shall be your good and sufficient authority.

In the course of acting for me, you are hereby authorized to employ such counsel, agents or experts as you deem necessary, and I authorize you to incur such disbursements in that regard.

In further consideration for the execution of this Retainer by [omitted] in the sum of $3,000.00, which sum shall be placed in trust and used only to defray fees and disbursements incurred and related solely to the subject matter of this Retainer:

I acknowledge that I will be jointly and severally responsible to pay your accounts concerning services performed on my behalf as they are rendered unless other terms of payment are agreed upon.

I understand that the fee accounts rendered to me will be based on hourly rates, time spent, the complexity of the case, the risks taken by [omitted], and the quality of the results achieved. I acknowledge that the hourly rates of those likely to work on this file are as follows:

- Counsel: $425.00
- Law Clerk: $120.00

I acknowledge that the fee schedule may change from time to time. I understand that disbursements will be payable in addition to fees, and that I am responsible for payment of disbursements when they are incurred, unless other arrangements are agreed.

I acknowledge receipt of a duplicate copy of this Retainer, signed by LLP and myself.

Dated at Belleville, ONTARIO this 15th day of July 2011.

Witness

_________________________
[Signature]
Witness
Ontario Driver's Licence
Permis de conduire

M7139-40566-90512
MASON
LARRY
129 ROWNTREE DAIRY RD
WOODBRIDGE, ON
L4L6C9
CLASS / CATEGORIE
G
COND. / REST.

1969 • 05 • 12
M 162

*2970375* CANADA

Ontario Driver's Licence
Permis de conduire

L3870-74856-70506
LAWSON,
DAVID
600 HYDE PARK RD APT 105
LONDON, ON
N6H5W8
CLASS / CATEGORIE
G
COND. / REST.

1967 • 05 • 06
M 178

*6489374* CANADA
The Ministry of Foreign Affairs of the People's Republic of China requests all civil and military authorities of foreign countries to allow the bearer of this passport to pass freely and afford assistance in case of need.
The Minister for Foreign Affairs of Japan requests all those whom it may concern to allow the bearer, a Japanese national, to pass freely and without hindrance and, in case of need, to afford him or her every possible aid and protection.

PASSPORT

Type: JAPAN
Issuing country: JPN
Passport No.: K0129M8924

Surname: KAZUO
Given name: MIYOKO
Nationality: JAPAN
Date of birth: 25 OCT 1962
Sex: F
Place of issue: TOKYO
Date of issue: 05 AUG 2009
Date of expiry: 05 AUG 2019

CONSULATE-GENERAL OF JAPAN

PASSPORT

Type: JAPAN
Issuing country: JPN
Passport No.: K0129M8924

Surname: YAMAZAKI
Given name: SUSAN
Nationality: JAPAN
Date of birth: 25 OCT 1962
Sex: F
Place of issue: TOKYO
Date of issue: 05 AUG 2009
Date of expiry: 05 AUG 2019

CONSULATE-GENERAL OF JAPAN
RE: VERIFICATION OF IDENTITY

I, Matthew Sinanne, Esq., of the above named Law Corporation affirm/swear that I am the Legal Counsel to the above named person and that in lieu of photocopying his Driver’s License and his International Passport of the People's Republic of China, I have duly verified his Identity by personally viewing these Identification Documents.

That I have also taken the following information from such Identification Cards

Name: YINAGE WANG

Sex: MALE

Passport Number: G1549813

Country of Birth: CHINA (PEOPLES' REPUBLIC)

Date of Birth: 21/6/44

Present Residential Address: X29 SHOREDITCH HIGH STR. ENGLAND.

With the below Seal and Signature, I hereby confirm that the above information is true of my client and that all the necessary support should be rendered him for the purpose of purchasing a property in Canada.

Matthew Sinanne (ESQ)
Name

Signature

Date 9/19/10
POWER of ATTORNEY

LANK/TRANS/XBH/FIL/09312/09/11

September 26th, 2011

The company LANKom ELECTRONICS Co. Ltd. with the seat at 7F, No.5 Lane 345, Yang Guang Street, Neihu, Taipei 114, Taiwan R.O.C., represented by its Chairman Mr. Albert Liu, gives hereby the power of attorney to Cynthia L. Spry of Babin Barristers LLP with the seat at 65 Front St. E, Suite 161 Toronto, ON M5E 1B5 Canada, to acts and deal on behalf of the above said company. Authority has been given Babin Barristers LLP to collect debt owe to LANKom Electronics Co Ltd from Arthur Electric Inc with the seat at 44 East House Crescent Cobourg, Ontario K9A 5K3 Canada.

Invoice description of goods supplied will be sent to our legal firm as we have authorized his firm to contact your company for necessary action.

Yours truly,

Albert Liu

Chairman/CEO
LANKom Electronics Co Ltd

CC: LANKom Electronics Co Ltd

CC: Babin Barristers LLP

CC: Arthur Electric Inc

Managing Director
Chairman/CEO

Board of Directors: David Su, George Ho, Albert Liu, Adam Rossi
CERTIFICATE OF INCORPORATION
OF A PRIVATE LIMITED COMPANY

Company No. 5913370

The Registrar of Companies for England and Wales hereby certifies that DVT TRADING LIMITED is this day incorporated under the Companies Act 1985 as a private company and that the company is limited.

And that the said company is authorised to transact its business subject to all UK laws applicable to the company and its business.

Given at Companies House, Cardiff, the 6th March 1998

E. P. Owen
MRS. E. P. OWEN
For the Registrar of Companies

CERTIFICATE OF REGISTRATION
of
DVT TRADING LIMITED

Registration Number: 5913370

I hereby certify that the above company incorporated on 6th March 1998 has today been registered at Companies House for the Companies Act 2006, implemented 1st October 2009.

PARTICULARS:

I. GENERAL NATURE OF BUSINESS === General trading.
Third party agency, commodity brokerage, sales and purchase representation e.t.c ===

II. ADDRESS OF THE PRINCIPAL PLACE OF BUSINESS:
17 Bridge Street Halesworth Suffolk IP19 8AB

Chief Executive and Registrar of Companies for England and Wales
16/10/2009
Gareth Jones OBE
JEFFEBY LIVN ESQ.
Wills, Trusts, Real Estate & Loans.
1-519-722-1564, Email: jehvin08@lawyers.com

BY THIS DEED, commencing on April 14th, 2008 and terminating on April 15th, 2010 (24 months) the parties mutually agree to be bound by the Terms and Conditions of Agreement:

Principal Loan Amount: $485,000.00 U.S.
Undersigned's Monthly Payment: $320,189.64
Undersigned's Monthly Payment: $22,090.40
Due for first payment after 5 months.

FOR THE VALUE TO BE RECEIVED, Mr. Roger Bayda (Borrower) Toronto, Ontario, acknowledges himself indebted to Mr. Mark Rudic (Lender) of Brampton, Ontario. The borrower promises to pay back to the order of the lender or as otherwise directed in writing the sum of $485,000.00 U.S. (Four hundred and eighty-five thousand dollars) with interest hereon at rate of 8.70% Per annum calculated monthly, not in advance but before demand and mutually until paid off.

The lender may assign all of its rights, title and interest herein, to and under of this promissory note. All payments required to be made hereunder shall be made by the Borrower without any right of set off or counterclaim.

GUARANTEE OF PAYMENT:

The undersigned, hereby unconditionally guarantee(s) the payment of the promissory note and all extensions or renewals thereof, The undersigned further agree(s) to pay for the cost of collection which is the bank transfer charges often required by the transferring agency and also charges incidental to the enforcement of right under the security given for this note. All with notice to or consent of any the undersigned and without affecting liability of the undersigned hereunder, any of whom may be sued by the holder with or without joining of the other endorsers or makers of this note and without first or contemporaneously suing such other person.

Given under the hand and seal of the Undersigned.

MARK RUDIC

ROGER BAYDA

SHEARN DELAMORE & CO.
NO. 42, JALAN SULTAN AHMAD SHAH
PENANG 10500
MALAYSIA
TEL: 603 6272 8878 FAX: 603 2116 5999

BY THIS DEED, commencing on the 22nd August, 2008 and terminating on Feb 21, 2011 the parties mutually agree to be bound by the Terms and condition of the Agreement:

FOR THE VALUE TO BE RECEIVED, Mr Gary Wong (Borrower) of Block 43b Jalan PJ 10 Bandar Baru Klang, Penang 10520, Malaysia, here by acknowledge himself indebted to Mr. Izeddin Aris (Leader) of No. 07 apartment, Jalan Damas, Penang 10500, Malaysia. The borrower promise to pay back to the order of the lender or as otherwise directed in writing the sum of $456,000.00USD (four hundred and fifty thousand dollars) with interest hereon at the rate of 28% for the period of 30 Months, not in advance but before demand and mutually until paid off.

The lender may assign all of its right, title and interest herein, to and under of this promissory Note. All payments required to be made hereunder shall be made by the Borrower without any right of set off or counterclaim.

GUARANTEE OF PAYMENT:

The undersigned, hereby unconditionally guarantee(s) the payment of the promissory note and all extensions or renewals thereof. The undersigned further agree(s) to pay for the cost of the collection which is the bank charges and also charges incidental to the enforcement of right under the security given for this note. All with notice to or consent of any of the undersigned without affecting the liability of the undersigned hereunder, any of whom may be sue by the holder with or without joining of the other endorsers or makers of this notes.

GIVING UNDER HAND AND SEAL OF THE UNDERSIGNED.

Izeddin Bin Aris

Anmad Hawar

Gary Wong
Collaborative Law
Participation Agreement
(If children are included, include III)

KANAKO YUJI

and

JOHN YUJI "the Parties"

and their lawyers:

KENNETH L. HARDISON

and

DEBRA ARMBRUSTER "the lawyers"

have chosen to enter into this Agreement to use the principles of the Collaborative Law Process to settle the issues arising from the dissolution of their relationship.

I. Purpose
The primary goal of the Collaborative Law Process is to settle the outstanding issues in a non-adversarial manner. The Parties aim to minimize, if not eliminate, the negative economic, social and emotional consequences of protracted litigation to themselves and their family. The Parties have retained Collaborative lawyers to assist them in reaching this goal.

II. Communication
The Parties intend to effectively communicate with each other to efficiently and economically settle the dissolution of their relationship. Written and verbal communications will be respectful and constructively not make accusations or claims not based in fact. It is agreed that communication during settlement meetings will be focused on the economic and parenting issues in the dissolution and the constructive resolution of those issues. The Parties are encouraged to discuss and express the interests they have in achieving a mutually agreeable settlement, and each is encouraged to speak freely and express his or her needs, desires, and options without criticism or judgment by the other. Although the Parties should be informed by their lawyers about, and may discuss with each other, the litigation alternatives and the outcomes they might attain, neither Party nor their lawyers will use the threat to withdraw from the process or to go to court as a means of achieving a desired outcome or forcing a settlement.

III. Children's Issues
In resolving issues about sharing the enjoyment of and responsibility for any children, the Parties agree to make every effort to reach amicable solutions that promote the children's best interests. The Parties agree to act quickly to mediate and resolve differences related to the children to promote a caring, loving and involved relationship between the children and both parents. The Parties acknowledge that inappropriate communications regarding their dissolution can be harmful to the children. They agree that settlement issues will not be discussed or letters written in the presence of their children, or that communication with the children regarding these issues will occur only if it is appropriate and done by mutual agreement, or with the advice of a child specialist.

IV. Participation with Integrity
Each participant shall uphold a high standard of integrity, and shall not take advantage of inconsistencies or miscalculations of the other, but shall disclose them and seek to have them corrected.

is obliged by law to report to the Superintendent of Family and Child Services information arising out of the collaborative process which gives the party or Collaborative Professional reasonable grounds to believe that a child may be in need of protection.

XV. Rights and Obligations of Settlement
Although the parties have agreed to work outside the court system, the parties agree that:
A. neither Party will dispose of any assets except by an agreement in writing.
B. neither Party may harass the other Party; and
C. all available insurance coverage must be maintained and continued without change in coverage or beneficiary designation.

D. it is further agreed that JOHN YUJI is to pay KANAKO YUJI the sum of $648,450 USD (Six Hundred and Forty Eight Thousand Four Hundred and Fifty Dollars) for the period dated April 14th, 2010 to October 14th, 2010.

XVI. Enforceability of Agreements
In the event that the Parties require a temporary agreement during the Collaborative Law Process, the agreement will be put in writing and signed by the Parties and their lawyers. If either Party withdraws from the Collaborative Law Process, the written agreement is enforceable and may be presented to the court as a basis for an Order, which the Court may make retroactive to the date of the written agreement. Similarly, once a final agreement is signed, if a Party should refuse to honour it, the final agreement may be presented to the Court in any subsequent action.

XVII. Acknowledgment
Both Parties and their lawyers acknowledge that they have read this Agreement, understand its terms and conditions, and agree to abide by them. The parties have chosen the Collaborative Law Process to reduce emotional and financial costs, and to generate a final agreement that addresses their concerns. They agree to work in good faith to achieve these goals.

Dated; 24/3/2010
JOHN YUJI

Dated; 24/3/2010
KANAKO YUJI

KENNETH L. HARDISON
Lawyer for JOHN YUJI

DEBRA ARMBRUSTER
Lawyer for KANAKO YUJI
ENTITLEMENT SETTLEMENT AGREEMENT

Mr. Cheng Kaidence (hereinafter "Cheng") and Mrs. Jaclyn Kaidence (hereinafter "Jaclyn") agree as follows:

1) Mr. Cheng Kaidence owes Mrs. Jaclyn Kaidence the sum of $950,500.00 USD ("the Debt"): 

2) Mr. Cheng Kaidence has paid the sum of $251,500.00 USD to Mrs. Jaclyn Kaidence from a total debt $950,500.00 USD on this day July 01, 2009, on account of the debt.

3) Mr. Cheng Kaidence is to pay the remaining balance of $699,000.00 in three monthly installments of $233,000.00, $233,000.00, $233,000.00 to Mrs. Jaclyn Kaidence on or before May 12, 2010, June 7, 2010, July 28, 2010 as stated below.

The sum of $233,000.00 shall be paid on or before May 12, 2010
The sum of $233,000.00 shall be paid on or before June 7, 2010
The sum of $233,000.00 shall be paid on or before July 28, 2010

4) The unpaid principal balance will accrue 10% simple interest until the Debt is paid in full and interest accrued will be added to each such payment.

5) All such payments will be made by either:
   a. Certified or cashier’s check payable to Mrs. Jaclyn Kaidence or any individual/person/attorney
   as required by Mrs. Jaclyn Kaidence.

6) If any such payment is not made on time, Mrs. Jaclyn Kaidence shall be entitled to declare to Mr. Cheng Kaidence that the entire Entitlement is due and payable and to immediately enter judgement against Mr. Cheng Kaidence for the unpaid amount of the Entitlement plus accrued interest in any court having jurisdiction.

[Signatures]

Mr. Cheng Kaidence
Date: 25/3/2009

Kensuke Ohnuki Esq.

Mrs. Jaclyn Kaidence
Date: 25/8/2009

Masayuki Honda Esq.
Aug 12th, 2011

Dear [Name],

The purpose of this is to convey to you our sincere apologies for any inconvenience you might have experienced in respect to the remittance of due loan we owed William Brock.

We are not disputing this claim. Consequently, we have directed our financial institution to draft a payment to you which is attached to this letter, and we plead that this case is handled without resulting to any form of litigation. Because of this serious oversight, and as a testament for our appreciation for his kindness to the company, we are going to provide you with the utmost ability to have remainder of the funds owed, remitted ASAP.

Sincerely,

[Signature]
Roy Legan
Trimar Steel
3002 Broadway Street
R.R. #4
Elinor, ON N3B 2Z3

(519) 664-3682

[Handwritten note] Enoch issued cheques
St. Christopher House
248 OSSINGTON AVENUE
TOTTONTO, ONTARIO M6J 3A2

PAY ****ONE HUNDRED FOURTY FIVE THOUSAND AND 00/100

TO THE ORDER OF

THE ST. CHRISTOPHER HOUSE MAINTENANCE ACCOUNT

August 31ST, 2010

$********145,000.00

PER

PER

InsuranceCentres

BANK OF MONTREAL

210 - 911 Island Highway
Campbell River, B. C. V9W 2C2

PAY: SIXTY THOUSAND EIGHT HUNDRED DOLLARS AND 00/100 CENTS

CHEQUE DATE MM/DD/YYYY

09/20/2010

TO THE ORDER OF

VANCOUVER ISLAND INSURANCECENTRES INC.

PER

Authorized Signature

Authorized Signature
David Lawson
NAME OF REMITTER / DONNEUR D’ORDRE

Samuel P. Dubois
N° D’IDENTIFICATION

CIBC
INTERNATIONAL BANK DRAFT / TRAITE DE BANQUE

08222 MEADOWVALE TOWN CENTRE
MISSISSAUGA ON

Pay to the order of
Payez à l’ordre de

The sum of
La somme de

$380,000.00

Canadian Imperial Bank of Commerce
Toronto, Canada

Canadian Imperial Bank of Commerce
Pour la Banque Canadienne Impériale de Commerce

William Bird

Larry Mason

Canadian Imperial Bank of Commerce
Pour la Banque Canadienne Impériale de Commerce

Larry Mason

U.S. Dollar Bank Draft / Traite en Dollars U.S.

Royal Bank of Canada
Banque Royale du Canada

Pay to the order of
Payez à l’ordre de

Exactly $479,846.00

Larry Mason

U.S. Dollar U.S.
Bank of America
Cashier’s Check
No. 430969950
Pay
THREE HUNDRED FIFTY THOUSAND NINE HUNDRED EIGHTY DOLLARS AND 90 CENTS
$350,980.90
To
The Order Of

Bank of America, N.A.
San Francisco, CA
VOID AFTER 90 DAYS

Bank of America
Cashier’s Check
No. 2368974
Pay
TWO HUNDRED EIGHTY NINE THOUSAND SIX HUNDRED FIFTY DOLLARS AND 00 CENTS
$289,650.00
To
The Order Of

Bank of America, N.A.
San Francisco, CA
VOID AFTER 90 DAYS
Bank of America
Cashier's Check
No. 2368974

Date: JUNE 24, 2011

Pay: **TWO HUNDRED EIGHTY NINE THOUSAND SIX HUNDRED FIFTY DOLLARS AND 00 CENTS**

To: The Order Of [redacted]

Bank of America, N.A.

VOID AFTER 90 DAYS

**289,650.00**

Authorized Signature [redacted]

--

CHASE
CASHIER'S CHECK
9049302603
Date: 08/26/2010

Pay: ONE HUNDRED FOURTY FIVE THOUSAND DOLLARS AND 00 CENTS

Pay To The Order Of [redacted]

Drawn: JPMORGAN CHASE BANK, N.A.

Michael Anderson
Senior Vice President
JPMorgan Chase Bank, N.A.
Columbus, OH

--

BBVA
COMPASS
CASHIER'S CHECK
400530381

Date/Fecha: 08/31/2011

Pay TO THE ORDER OF [redacted]

Pague por este cheque a la orden de

***THREE HUNDRED EIGHTY NINE THOUSAND NINE HUNDRED DOLLARS AND 00 CENTS***

Remitter/Remitente: JOHN HILTON

John Hilton, Inc.

Authorized Signature: [redacted]
Comstock
An EMCOR Company

Bank of Montreal 00022-001
100 King St. W.
Toronto, ON M5X 1A1

GENERAL ACCOUNT
Comstock Canada Ltd

Date: YYYYMMDD

Pay

*****95,000 DOLLARS AND 00 CENTS***

$95,000.00

Per

[Signature]

Per

[Signature]

** THIS CHEQUE CONTAINS SECURITY FEATURES **

Comstock
An EMCOR Company

Bank of Montreal 00022-001
100 King St. W.
Toronto, ON M5X 1A1

GENERAL ACCOUNT
Comstock Canada Ltd

Date: YYYYMMDD

Pay

*****2,500 DOLLARS AND 00 CENTS***

$2,500.00

Per

[Signature]

Per

[Signature]

** THIS CHEQUE CONTAINS SECURITY FEATURES **
Don’t let your guard down

• Getting very sophisticated!
• Watch for red flags
• Dig deeper if things don’t add up
• Cross-check facts
• Terminate retainer if not sure

• **Only** wired funds via LVTS are irrevocable!!
More info on fraud prevention

- www.AvoidAClaim.com blog
- LAWPRO Fraud Fact sheet

- Report suspicious matters to fraudinfo@lawpro.ca

- CALL FOR HELP

- www.practicepro.ca/fraud
Implementing all this Stuff!!

• Resolve to make changes
• But not all at once
  – Baby steps will get you there
• Pick the things that will help you
• Put them on your calendar or to do list
  – Immediately; next week; next month; 6 months
Places to learn more:
Collaborative law agreement scam by Jennifer Wong

February 08, 2011  By: FraudInfo  Category: Confirmed frauds

Through late January and early February several Ontario lawyers have reported receiving the below message from the purported Jennifer Wong.

--- Original Message ---
From: Jennifer Wong
To: mmrrnmrrrrippjkkbbb@att.net
Sent: Monday, February 07, 2011 2:04 PM
Subject: Divorce Settlement

Dear Counsel,

My name is Jennifer Wong. I am contacting your law firm with regards to a divorce settlement with my ex husband Richard Wong who reside in you jurisdiction. We had an out of court agreement for him to pay me the amount of $50,000.00 at this time have only received the amount of $44,000.00. I am seeking the help of your law firm to collect the balance from him as he has agreed to pay me the money, but have been inconsistent with the date. I believe that with the help of your law firm he will be willing to pay in order to avoid litigation.

I look forward to your response on this matter.

Thanks,
Jennifer Wong.

This appears to be a bad cheque scam (for details on how these work see this earlier AvoidAClaim post).

If you have been targeted by this fraud, please forward any of the emails you have received to fraudinfo@lawpro.ca.

Call LAWPRO (if you are an Ontario lawyer) at 1-800-410-1013 (416-596-5899) if you suspect you are acting on a matter that appears like it might be a fraud. We will talk you through the common fraud scenarios we are seeing and help you spot red flags that may indicate you are being duped. This will help you ask appropriate questions of your
LSUC/OBA Solo & Small Firm Conference

May 31 - June 1, 2011
Thanks and questions please!!
Contact Info

Dan Pinnington, BSc, LLB/JD
Director, practicePRO, LAWPRO, Toronto, Ontario
(416) 598-5863 or 1-800-410-1013
dan.pinnington@lawpro.ca
www.practicepro.ca and www.lawpro.ca

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  – Linkedin: Dan Pinnington
  – Twitter: danpinnington
  – Legal OnRamp: DanPinnington
  – Facebook: Dan Pinnington