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Things You Should Know

As Lawyers authorized to practice in the Province of Alberta, we are bound by the Alberta Rules of Court issued by the Government of Alberta, and the Code of Professional Conduct as promulgated by the Law Society of Alberta. Among other things these Rules dictate that any contingency fee contract entered into by any Lawyer with any client be subject to and contain certain specific terms and conditions.

Before you, the prospective client, arrange a contingent fee agreement with a lawyer, you should understand that you have certain rights. This statement is not a part of the actual contract between you and your lawyer, but, as a prospective client, you should be aware of these issues:

1. There is no legal requirement that a lawyer charge a client a set fee or a percentage of money recovered in a case. You, the client, have the right to talk with your lawyer about the proposed fee and to bargain about the rate or percentage as in any other contract. If you do not reach an agreement with one lawyer you may talk with other lawyers.
2. Any contingent fee contract must be in writing and you have five (5) business days to reconsider the contract. You may cancel the contract without any reason if you notify your lawyer in writing within five (5) business days of signing the contract. If you withdraw from the contract within the first five (5) business days, you do not owe the lawyer a fee although you may be responsible for the lawyer's actual costs ("disbursements") during that time. If your lawyer begins to represent you, your lawyer may not withdraw from the case without giving you notice, delivering the necessary papers to you, and allowing you time to employ another lawyer. If you discharge your lawyer without good cause after the five-day period, you may have to pay a fee for work the lawyer has done. However, if your case is transferred to another lawyer the payment of the fee portion is usually delayed until the conclusion of the case.

3. Before hiring a lawyer, you, the client, have the right to know about the lawyer's education, training, and experience. If you ask, the lawyer should tell you specifically about his or her actual experience in dealing with cases similar to yours. If you ask, the lawyer should provide information about special training or knowledge and give you this information in writing if you request it. Many lawyers profess to be personal injury lawyers, however have had very little or no court experience. You should always make sure that the lawyer you are hiring has the experience to properly handle your case.

4. Before signing a contingency fee contract with you, a lawyer must advise you whether he or she intends to handle your case alone or whether other lawyers will be helping with the case. If your lawyer intends to refer the case to other lawyers he or she should tell you what kind of fee sharing arrangement will be made with the other lawyers, unless the lawyers are all in the same office. If lawyers from different law firms will represent you, at least one lawyer from each firm must sign the contingent fee contract.

5. If your lawyer intends to refer your case to another lawyer or co-counsel with other lawyers, your lawyer should tell you about that at the beginning. If your lawyer takes the case and later decides to refer it to another lawyer or to associate with other lawyers, you should sign a new contract which includes the new lawyers. You, the client, also have the right to consult with each lawyer working on your case and each lawyer is ethically responsible to represent your interests and may be legally responsible for the acts of the other lawyers involved in the case.

6. You, the client, have the right to know in advance how you will need to pay the expenses and the legal fees at the end of the case. If you pay a deposit in advance for costs, you may ask reasonable questions about how the money will be or has been spent and how much of it remains unspent. Your lawyer should give a reasonable estimate about future necessary costs. If your lawyer agrees to lend or advance you money to prepare or research the case, you have the right to know periodically how much money your lawyer has spent on your behalf. You also have the right to decide, subject to certain restrictions, and after consulting with your lawyer, how much money is to be spent to prepare a case. If you pay the expenses, you have the right to decide how much to spend. Your lawyer should also inform you whether the fee will be based on the gross amount recovered or on the amount recovered minus the costs. At our firm, on personal injury actions where we are hired on a contingency fee basis, we will advance all costs necessary to prosecute your claim. We will only seek recovery of those costs at the conclusion

of the case. Further, in qualifying Motor Vehicle cases we will absorb all the costs we have incurred in the event there is no recovery.

7. You, the client, should be told by your lawyer about possible adverse consequences if you lose the case. Those adverse consequences might include money which you have to pay your lawyer for costs, and liability you might have for lawyer's fees and costs to the other side.

8. You, the client, should receive a closing statement at the end of the case before or at the same time you pay any money. The statement should list all of the financial details of the entire case, including the amount recovered, all expenses, and a precise statement of your lawyer's fee and costs. Until you receive the closing statement you should not have to pay any money to anyone, including your lawyer.

9. You, the client, have the right to ask your lawyer at reasonable intervals, how the case is progressing and to have these questions answered to the best of your lawyer's ability.

10. You, the client, have the right to make the final decision regarding settlement of a case. Your lawyer must notify you of all offers of settlement before and after the trial. Offers during the trial must be immediately communicated and you should consult with your lawyer regarding whether to accept a settlement. However, you must make the final decision to accept or reject a settlement.

11. If at any time, you, the client, believe that your lawyer has charged an excessive or illegal fee, you, the client, have the right to report the matter to the Law Society of Alberta, the agency that oversees the practice and behavior of lawyers. Any disagreement between you and your lawyer about a fee can also be taken to court and you may wish to hire another lawyer to help you resolve this disagreement. Usually fee disputes must be handled in a separate lawsuit, "taxation hearing" in front of the Clerk of the Court, or arbitration.