



CONTINGENCY FEE RETAINER AGREEMENT (the “Agreement”)

This document is a legally binding agreement which sets out the terms for legal services with Consumer Law Group P.C. / Consumer Law Group Inc. Please take the time to read and understand the terms. Please also be advised that you are free to consult another lawyer before you sign this Agreement.

1. Introduction. I, _____ (the “Client”) retains, employs, and mandates Consumer Law Group P.C. / Consumer Law Group Inc. (the “Attorneys”) to represent me in my claim for bodily injury damages sustained by me as a result of receiving a Health Canada authorized vaccine (the “Claim”).

2. Prosecution. The Client acknowledges that the Attorneys have advised the Client that the Claim will be filed under the existing Canada Vaccine Injury Support Program. At all times, the Client has the right to make the final choice regarding all major decisions.

3. Legal Costs. Legal Costs are made up of three components: (1) Legal Fees for the Attorneys’ efforts working on the Claim; (2) Disbursements; and (3) Applicable Taxes charged on these two amounts. The Client could have opted to hire and pay for the Attorneys services on an hourly basis¹, but has instead chosen to retain the Attorneys on a contingency fee basis². Therefore, if the Client does not receive any money for the Claim, no Legal Costs whatsoever will be paid to the Attorneys.

A) Legal Fees (Component One). The Client hereby consents to have the Attorneys withhold, retain, and keep as payment on any amount of money received upon a successful disposition or completion of the matter (i.e. upon receipt of a recovery of the Claim), if any, a contingent fee (the “Contingency Fee”). The Contingency Fee shall be a percentage of all gross recoveries of any type or kind, including, but not limited to any compensation received by the Client from the Claim under the Canada Vaccine Injury Support Program, including by way of individual claims assessment, adjudication, or judgment (the “Recovery”).

The Client agrees that the Attorneys will be entitled to thirty percent (30%) of the Recovery obtained as their Contingency Fee for their professional services. To illustrate, a recovery of \$100,000 would entitle the Attorneys to \$30,000 plus Disbursements (explained below) and Applicable Taxes (federal and/or provincial sales tax depending on the Client’s residence). In no way will the Legal Fees be more than the Client recovers by way of the Claim.

B) Disbursements (Component two). The Client agrees that in addition to the Legal Fees (component one), the Attorneys shall be entitled to recover any Disbursements incurred.

¹ The 2023 hourly rates are as follows: Senior Lawyer \$825; Junior Lawyer \$350–\$600; Support Staff \$175 as per Section 7A) below.

² 30% as per Section 3A) below.



Disbursements are the expenses that the Attorneys incur on the Client's behalf. The Client hereby authorizes the Attorneys to incur all reasonable expenses that the Attorneys deem necessary to advance the Claim. If the Attorneys are successful in recovering money for the Claim, the Attorneys will be reimbursed for any Disbursements that were advanced from the proceeds of the Recovery. However, if there is no Recovery, the Attorneys will not be reimbursed for any of its Disbursements.

Disbursements include, but are not limited to any fees associated with prosecuting the Claim such as: medical professionals, consultants, witnesses, experts, administrative filing fees, court filings, process service / bailiff, couriers, investigations, travel (including out-of-town transportation, meals, lodging, etc.), medical records acquisition, outside copying of documents, in-office photocopying, long distance calls, facsimiles, binding, local auto mileage, parking costs, research, transcripts, court reporter / stenographer services, postage, etc. The Client's medical expenses are not Disbursements.

C) Applicable Taxes (Component Three). The Client agrees that in addition to the Legal Fees (component one) and the Disbursements (component two), the Attorneys shall be entitled to recover all applicable taxes on both of these amounts (federal and/or provincial sales tax depending on the Client's residence). If the Client resides in Ontario, the Applicable Taxes are HST (13%). If the federal or provincial taxes change during the term of this Agreement, the Applicable Taxes shall be those at the time that payment is made to the Attorneys from the Recovery.

4. Structured or Periodic Payment(s). The Client agrees that where the Recovery is made by means of a structured payment amount or by way of periodic payments (i.e. such as monthly or annual), the value of the Recovery shall be the present cash value of the entire structured payment or periodic payments calculated as of the date of the first cash payment. The Client agrees that if the Claim is resolved by means of a structured payment or by way of periodic payments, the Legal Costs will be paid in full by no later than the date of the first cash payment of the Recovery.

5. Billing and Payment. The Attorneys will provide the Client with an account in writing setting out the amounts recovered for the Claim, Legal Fees, Disbursements, and Applicable Taxes which will show the amounts charged to the Client under this Agreement and the balance payable to the Client.

The Client agrees and directs that any money received by way of the Recovery will be paid directly to the Attorneys in Trust (the "Direction of Payment). The Client hereby authorizes the Attorneys to deduct its Legal Fees, Disbursements, and Applicable Taxes and provide the Client with the balance.

Any client that resides in Ontario has a right to apply to the Ontario Superior Court of Justice to review and assess the Attorneys' bill within thirty (30) days after its delivery or within one year of its payment. For residents of any other province or territory in Canada, a complete list of the rules related to contingency fee agreements is found at Appendix "A", attached to this Agreement.

6. Client's Obligations. The Client promises to: (1) Give the Attorneys truthful, full, complete, and accurate responses to every request for information; (2) Notify the Attorneys immediately upon the Client's change of address, telephone number, and email address; (3) Consider the Attorneys' advice



when making decisions; and (4) Timely and completely respond to the Attorneys’ reasonable requests for action by the Client, including but not limited to fact finding, evidence gathering, responses to questions, searching for and supplying documentary evidence, attendance at hearings (if necessary), and participation in telephone or office conferences regarding Claim status.

7. Termination, Discharge and Withdrawal. The Client may discharge the Attorneys at any time and the Attorneys may withdraw from the Client’s representation at any time, thereby in either case terminating this Agreement.

A) Client’s Initiative. If the Client terminates this Agreement before the Claim is concluded, it is understood that the Client must pay the Attorneys for the work accomplished up to that date. Should the Client wish to end this Agreement, the Client must give the Attorneys ten (10) days written notice to this effect. It is understood that in such a case, the Attorneys will then render an account for the hours worked to date, Disbursements incurred, plus Applicable Taxes, which account will be paid forthwith by the Client.

The following are the hourly rates for 2023 (which increase annually without notice) by individuals who may work on the matter from time to time:

Senior Lawyer	\$825
Junior Lawyer	\$350–\$600
Support Staff	\$175

If the Client terminates this Agreement and continues the Claim with new counsel, but is unable to pay the Attorneys’ account at the time of termination, the Attorneys shall have the right (but not the obligation) to make arrangements to permit its account to be paid upon the conclusion of the Claim, and the Client agrees that the Attorneys’ account will be a priority claim and first charge upon any money paid for the Claim.

B) Attorneys’ Initiative. There are circumstances where the Attorneys may choose to end this Agreement. For example, if the Attorneys determine that in their sole opinion that the Claim is unlikely to succeed or has little chance of success or that the amount of damages that the Client may obtain is minimal in light of the time, costs, and efforts to be expended, the Attorneys may choose to end this Agreement. In such a case, the Attorneys must give the Client ten (10) days written notice to this effect. The Attorneys will be held harmless by the Client for any possible damages due to its decision to withdraw and cease representing the Client and at no time may be forced to continue to pursue the matter further.

8. No Promise or Guarantee. Nothing in this Agreement or any statements made by the Attorneys should be construed as a promise or guarantee of a successful outcome of the Client’s Claim.

9. Personal Information. The Client authorizes the collection, use, and disclosure of personal information in connection with the Claim. The Client hereby consents to the Attorneys disclosing personal information where they reasonably consider it necessary to advance the Claim. From time to



time, some of the Client's personal information may be disclosed to government agencies and/or to third parties.

The Client expressly authorizes the sending of confidential or private correspondence, documents and other information relating to the Claim through the Internet (and, particularly, e-mail) in an unencrypted condition and without any guarantee of security or protection from interception by a third party.

10. Special Acknowledgments. It is acknowledged that the Attorneys and the Client have discussed:

- i. Options for retaining the Attorneys other than by way of a contingency fee agreement, including retaining the Attorneys by way of an hourly-rate retainer in the amounts as set out at Section 7A) above;
- ii. That the Client was advised that hourly rates may vary among lawyers and that the Client can speak with other lawyers to compare rates;
- iii. That the Client has chosen to retain the Attorneys by way of a contingency fee arrangement in the amount as set out at Section 3 above;
- iv. Prior to signing this Agreement, the Client has reviewed the relevant Law Society rules on contingency fee agreements that apply in their province of residence, as noted in the attached Appendix "A" to this Agreement; and
- v. That the Client understands that all usual protections and controls on retainer agreements between a lawyer and client, as defined by the Law Society of Upper Canada and the common law, apply to this Agreement.

11. Complete Agreement. This Agreement is the complete agreement between the parties relating to the Client–Attorney relationship created hereby. No oral or other written agreement or statements, that predate or are contemporaneous with the signing of this Agreement, will be binding on the parties. There shall be no waiver or modification of any term of this Agreement unless such waiver or modification is stated in writing and signed by all the parties. This Agreement is governed by the laws of Ontario and the parties irrevocably attorn to the exclusive jurisdiction of the courts of the province of Ontario to hear any dispute arising out of or in connection with this Agreement. If any term is held to be unlawful or unenforceable by a court of competent jurisdiction, the remainder of the Agreement will remain in full force and effect.

I HAVE READ AND I UNDERSTAND THE FOREGOING TERMS AND AGREE TO THEM. I AGREE THAT THE CONDITIONS AND FEE PROVISIONS ARE FAIR AND REASONABLE. BY SIGNING THIS AGREEMENT, I INTEND TO BE BOUND BY IT.



Consumer Law Group

I FURTHER ACKNOWLEDGE RECEIPT OF A DUPLICATE COPY OF THIS AGREEMENT.

SIGNED AND DATED AT _____, THIS ____ DAY OF _____, 2023
(city) (day) (month)

CLIENT

(signature)

Name (print): _____

Address: _____

Telephone: _____

Email: _____

ATTORNEYS

Per: Jeff Orenstein

CONSUMER LAW GROUP P.C.
251 Laurier Ave. West, Suite 900
Ottawa, Ontario K1P 5J6
Tel: (613) 627-4894
Fax: (613) 627-4893

CONSUMER LAW GROUP INC.
1030 Berri St., Suite 102
Montreal, Quebec
Tel: (514) 266-7863
Fax (514) 868-9690



APPENDIX “A”

British Columbia

I acknowledge and confirm that I have read the portions of *Legal Profession Act & B.C. Law Society Rules* relevant to contingency fee agreements and that I may apply under Section 70(1) of *The Legal Professions Act* to have the reasonableness of this Agreement, and any accounts sent under it, reviewed by a Registrar of the Supreme Court of British Columbia within 3 months after an account is paid. Special terms apply in British Columbia regarding recovered costs and those terms will govern notwithstanding the words of the Agreement to which this Appendix is attached.

Alberta

I acknowledge and confirm that I have read the portions of the *Code of Conduct & Alberta Law Society Rules* relevant to contingency fee agreements and that I may apply under Rule 2.06(1) of the *Code of Conduct* to have the reasonableness of this Agreement and any accounts sent under it, reviewed by a Registrar of the Court of Queen’s Bench of Alberta within 6 months after an account is paid.

Saskatchewan

I acknowledge and confirm that I have read the portions of *The Legal Profession Act, Code of Professional Conduct & Saskatchewan Law Society Rules* relevant to contingency fee agreements and that I may apply under Section 64(3) of *The Legal Professions Act* to have the reasonableness of this Agreement and any accounts sent under it, reviewed by a Registrar of the Court of Queen’s Bench for Saskatchewan within 30 days after an account is paid.

Manitoba

I acknowledge and confirm that I have read the portions of *The Legal Profession Act & Manitoba Law Society Rules* relevant to contingency fee agreements and that I may apply to have the reasonableness of this Agreement, and any accounts sent under it, reviewed by a Registrar of the Court of Queen’s Bench of Manitoba, within 6 months after an account is paid. The following are sections from *The Legal Profession Act* of Manitoba as required to be attached to this Agreement: Section 55(5) The client may, at any time within six months after the remuneration provided for in the contingency contract is paid to or retained by the member, apply to the Court of Queen’s Bench for a declaration that the contract is not fair and reasonable to the client. Section 55(7) If the judge hearing the application is satisfied that the contingency contract is not fair and reasonable to the client, the judge must (a) declare the contract void; (b) order the costs, fees, charged, and disbursements for the member in respect of the business done to be taxed as if not contingency contract had been made; and (c) if the member has received or retained more than the amount so taxed, order repayment of the excess to the client.

Ontario

I acknowledge and confirm that I have read the portions of *Rules of Professional Conduct & Ontario Law Society Rules* relevant to contingency fee agreements and that I may apply under Section 3.6 of the *Rules of Professional Conduct* to have the reasonableness of this Agreement and any accounts sent under it, reviewed by a Registrar of the Ontario Superior Court of Justice, within 1 month after an account is paid. I understand that although the attached Contingency Fee Agreement and instructions provides that CLG will receive 30% of any recovery for me as well as party and party costs if awarded, to the extent that may not be permitted by law in Ontario, that term will not apply to me as an Ontario resident.

Quebec

I acknowledge and confirm that I have read the portions of *Code of Civil Procedure & Code of Professional Conduct of Lawyers* relevant to contingency fee agreements and that I may apply under Section 101 and 102 of the *Code of Professional Conduct of Lawyers* to the Barreau du Québec within 45 days of receiving an account to take part in the Barreau’s conciliation/arbitration services.

Newfoundland and Labrador



Consumer Law Group

I acknowledge and confirm that I have read the portions of *Rules of the Supreme Court & Code of Professional Conduct* relevant to contingency fee agreements and that I may apply under Section 3.6 of the *Code of Professional Conduct* to have the reasonableness of this Agreement reviewed by a taxing officer at my request, and may either at the instance of the taxing officer or my request be further reviewed by the Court, and either the taxing officer or the Court may vary, modify or disallow the agreement.

Nova Scotia

I acknowledge and confirm that I have read the portions of *Civil Procedure Rules, Code of Professional Conduct, & Legal Profession Act* relevant to contingency fee agreements and that I have the right to have the Agreement, and any payment due under it, reviewed under Rule 63.17, 63.18(1) and (2) and 63.19(1) and (2) under the *Civil Procedure Rules* for the reasonableness and necessity of the charges by an adjudicator under the Small Claims Court Act or a judge.

Prince Edward Island

I acknowledge and confirm that I have read the portions of *Professional Code of Conduct & Legal Professions Act* relevant to contingency fee agreements and that in the event of a settlement, I may apply under Section 24 of the *Legal Professions Act* to have the account assessed by the Court within 12 months of the rendering of the account.

New Brunswick

I acknowledge and confirm that I have read the portions of *Code of Professional Conduct & The Law Society Act* relevant to contingency fee agreements and that the agreement is subject to review by a reviewing officer under subsection 83(7) of *The Law Society Act*, within 90 days after (a) the agreement is made; or (b) the retainer between the Lawyer and Client is terminated.

Northwest Territories & Nunavut

I acknowledge and confirm that I have read the portions of *Rules of the Supreme Court of the Northwest Territories, Code of Professional Conduct, & The Legal Profession Act* relevant to contingency fee agreements and that this agreement, and any payment due under it, may be reviewed under Section 10(11) of the *Rules of the Supreme Court of the Northwest Territories* by the Clerk of the Supreme Court at my request within 12 months after an account is paid, and may at the instance of either the Clerk or me be further reviewed by a Judge of the Supreme Court, and either the Clerk or the Judge may vary, modify or disallow the agreement.

Yukon Territory

I acknowledge and confirm that I have read the portions of *Code of Professional Conduct & Legal Professions Act* relevant to contingency fee agreements and that I have the right within 90 days after the agreement was made or the retainer between the solicitor and client was terminated, to apply under Section 3.6 under the *Code of Professional Conduct* to the clerk of the Supreme Court to have the agreement reviewed, even though the person has made payment to the member under the agreement.

This Appendix “A” forms a part of the Contingency Fee Retainer Agreement and should be read in conjunction with that document.

Intake Form

Canada Vaccine Injury Support Program

(to be completed by the injured party or the injured party’s authorized representative)

Please complete all fields of the following form for vaccinations administered in Canada on or after December 8, 2020. If you are representing an injured party, someone who is deceased, a minor or someone that cannot represent themselves, please complete Appendix A – Authorized Representative Form.

For vaccinations administered in Québec, please refer to Québec’s Vaccine Injury Compensation Program.
(<https://www.quebec.ca/en/health/advice-and-prevention/vaccination/vaccine-injury-compensation-program>).

1 IDENTIFICATION AND CONTACT INFORMATION OF THE INDIVIDUAL SUBMITTING THE CLAIM				
Note: please select all options that apply.				
Identity of the individual submitting the claim	<input type="checkbox"/> Injured Party	The individual who received a Health Canada authorized vaccine, administered in Canada, on or after December 8, 2020.		
	<input type="checkbox"/> Beneficiary	The beneficiary is the individual who is determined to be eligible and would ultimately receive financial support. The beneficiary can be the injured party, or in the cases where the injured party is deceased; the beneficiary may be a family member of the injured party (ex. spouse, children, dependent, etc.).		
	<input type="checkbox"/> Authorized Representative	The authorized representative is an individual authorized to complete the claim on behalf of either the beneficiary or injured party. (if applicable, please complete Appendix A).		
2 IDENTIFICATION AND CONTACT INFORMATION OF THE INJURED PARTY				
Note: all information is required to be completed, unless otherwise specified.				
Surname (last name)		Given name(s)		
Residential address				
Number/Street (include apt # if applicable)	City	Prov/Terr.	Country	Postal Code
Mailing address (if different from current residential address) <input type="checkbox"/> Check if the same as above				
Number/Street (include apt # if applicable)	City	Prov/Terr.	Country	Postal Code
Email address		Primary telephone		Secondary telephone (if applicable)
Date of birth	Sex		Preferred language	
(YYYY-MM-DD)			<input type="checkbox"/> English <input type="checkbox"/> French	
Note: please complete the following information if you selected ONLY beneficiary.				
Surname (last name)		Given name(s)		
Relationship to injured party			Preferred language	
(Spouse, Father, Mother, Child, Legal Guardian, etc.)			<input type="checkbox"/> English <input type="checkbox"/> French	
Mailing address				
Number/Street (include apt # if applicable)	City	Prov/Terr.	Country	Postal Code

Email address	Primary telephone	Secondary telephone (if applicable)
<hr/>	<hr/>	<hr/>

3 RELEVANT DETAILS PERTAINING TO THE VACCINE INJURY
VACCINE ADMINISTRATION
Note: all information is required to be completed, unless otherwise specified.

Date of vaccination	Location where vaccination occurred	Province or Territory where vaccination occurred
<hr/> (YYYY-MM-DD)	<hr/> (private doctor office, hospital etc.)	<hr/> Province or Territory

Disease associated to vaccine	Name of the individual who administered the vaccine (if known)
<hr/>	<hr/>

Manufacturer name (if known)	Date symptoms first appeared
<hr/> (ex. Pfizer, GlaxoSmithKline, Sanofi Pasteur etc.)	<hr/> (YYYY-MM-DD)

Is the injury serious and permanent? (See definition on the right) <input type="checkbox"/> Yes <input type="checkbox"/> No	Serious and Permanent – Severe, life-threatening or life-altering injury that may require in-person hospitalization, or a prolongation of existing hospitalization, and results in persistent or significant disability or incapacity, or where the outcome is a congenital malformation or death.
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FIRST MEDICAL CONSULTATION
Note: all information is required to be completed, unless otherwise specified.

Date of first medical consultation	Location of first medical consultation
<hr/> (YYYY-MM-DD)	<hr/> (private doctor office, hospital etc.)

Name of medical professional 1	Primary telephone
<hr/>	<hr/>

ADDITIONAL MEDICAL CONSULTATION(S)
Note: all information is required to be completed, unless otherwise specified.

Name of medical professional 2 (if applicable)	Location	Primary telephone
<hr/>	<hr/> (private doctor office, hospital etc.)	<hr/>

Name of medical professional 3 (if applicable)	Location	Primary telephone
<hr/>	<hr/> (private doctor office, hospital etc.)	<hr/>

Identification of the hospital(s) or clinic(s) providing care after the vaccination:

Description of the symptoms of adverse effects and/or injuries following vaccination

APPENDIX A: Authorized Representative Form Canada Vaccine Injury Support Program

(to be completed by injured party’s authorized representative if applicable)

This form is only required if you are representing an injured party, someone who is deceased, a minor or someone that cannot represent themselves. Please complete all fields of the following form.

- Documentation to support the nature of the relationship may be required.

1 INJURED PARTY INFORMATION				
Note: all information is required to be completed, unless otherwise specified.				
Surname (last name)		Given name(s)		
Date of Birth <small>(YYYY-MM-DD)</small>				
Status of Injured Party <input type="checkbox"/> Minor <input type="checkbox"/> Deceased <input type="checkbox"/> Other (Please Specify)				
2 AUTHORIZED REPRESENTATIVE INFORMATION				
Note: all information is required to be completed, unless otherwise specified.				
Surname (last name)		Given name(s)		
Relationship to injured party <small>(Spouse, Father, Mother, Child, Legal Guardian, etc.)</small>			Preferred language <input type="checkbox"/> English <input type="checkbox"/> French	
Address				
Number/Street (include apt # if applicable)	City	Prov/Terr.	Country	Postal Code
Email address		Primary telephone		Secondary telephone (if applicable)
3 IDENTIFICATION OF BENEFICIARY (IF DIFFERENT FROM INJURED PARTY OR AUTHORIZED REPRESENTATIVE)				
Note: The beneficiary is the individual who is determined to be eligible and would ultimately receive financial support. All information is required to be completed, unless otherwise specified.				
Surname (last name)		Given name(s)		
Relationship to injured party <small>(Spouse, Father, Mother, Child, Legal Guardian, etc.)</small>			Preferred language <input type="checkbox"/> English <input type="checkbox"/> French	

Warning: Any false or misleading statement contained with respect to the submitted claim or any supporting document, including the concealment of any material fact, may result in the refusal to process the claim.

By signing this form, I understand that the authorized representative will act on behalf of the injured party or beneficiary. I also consent to the Vaccine Injury Support Program administrator collecting and using personal information present within these forms. This includes medical, employment, financial information and other documentation required to support and process this claim.

PROTECTED B (when completed)

If this authorization is cancelled or a new representative is selected, I must notify the Vaccine Injury Support Program administrator.

Signature of Injured Party (if applicable)

Date

YYYY-MM-DD

Signature of Authorized Representative

Date

YYYY-MM-DD

Signature of Beneficiary (if different from the Injured Party or the Authorized Representative)

Date

YYYY-MM-DD

Please return the completed, signed and dated forms to the Vaccine Injury Support Program administrator by mail:

Mail: Vaccine Injury Support Program
116 Albert St., Suite 1000
Ottawa, Ontario
K1P 5G3

For more information, please contact us by phone: 1-833-489-0839, email: info@vaccineinjurysupport.ca or visit our website: www.vaccineinjurysupport.ca

TO: Vaccine Injury Support Program
Raymond Chabot Grant Thornton (RCGT) Consulting Inc.
Public Health Agency of Canada
116 Albert St., Suite 1000
Ottawa, Ontario, K1P 5G3

RE: CONFIRMATION OF LEGAL REPRESENTATION AND DIRECTION OF PAYMENT

Dear Sir / Madam,

Authorized Representative

I, _____, hereby confirm that, in accordance with Appendix A – Authorized Representative Form of my Vaccine Injury Support Program (VISP) Application forms, I have appointed the law firm *Consumer Law Group Inc.* as my Authorized Representative. As such, the lawyers at *Consumer Law Group Inc.* will be representing me in my claim under the Canada Vaccine Injury Support Program. Kindly forward all correspondence related to my file to the office of *Consumer Law Group Inc.* at the address indicated below.

Direction of Payment

I, _____, hereby direct and instruct you to pay, on my behalf, any amounts that I may be entitled to receive pursuant to my claim under the Canada Vaccine Injury Support Program to my lawyers (*Consumer Law Group Inc.*) in trust, who are representing me in the submission of my VISP Application.

My attorneys' contact information is:

Jeff Orenstein
Consumer Law Group Inc.
1030 Berri St., Suite 102
Montreal, Quebec, H2L 4C3
Tel: (514) 266-7863 ext. 2
Fax: (514) 868-9690
Email: jorenstein@clg.org

Date: YYYY-MM-DD

Signature of the Injured Party

**ATTACH YOUR PROOF OF
VACCINATION**

**ATTACH A LETTER TELLING
YOUR STORY**