



November 3, 2022

Sent via e-mail

To: WT BCA LLP

And To: The Lawyer Partners listed in Schedule “A”

Re: Limited Liability Partnership Proposal

The Law Society of British Columbia (“LSBC”) Executive Committee has reviewed your proposal to provide services and has agreed to issue this “no action” letter.

1. Services

The lawyer partners and law corporations listed in Schedule “A” (the “Lawyer partners”) are entering into a Limited Liability Partnership Agreement (“LLPA”) with DWF Adjusting (Canada) Limited (“DWF”), part of the DWF Group, to form a limited liability partnership under the name of WT BCA Limited Liability Partnership (the “Partnership”). The Partnership will provide legal services in British Columbia and will be registered with LSBC. Following the registration of the Partnership with the LSBC and the transfer of Whitelaw Twining’s business and clients to the Partnership, Whitelaw Twining will be dissolved (the “Transaction”). DWF provides claims adjusting and related services and does not otherwise provide legal services in British Columbia. Following the Transaction, the Partnership expects to provide legal services, with a focus on insurance and commercial litigation, as well as claims management and adjusting services (together, the “Services”) to clients of the Partnership.

2. No Action

LSBC understands that the Lawyer partners, DWF and the Partnership will be relying upon this letter in connection with the completion of the Transaction. Based on the proposal, the terms of the LLPA, and any additional information provided to LSBC in relation to the Partnership's proposal, LSBC agrees not to take any action to prevent (i) DWF from joining the Partnership, or (ii) the Partnership from providing the Services, in each case on the basis that the Partnership is inconsistent with Rule 9-15(3) and Chapter 3, Rule 3.6-7 of the *Code of Professional Conduct for British Columbia* (the "Code") provided the following conditions are met:

- 2.1 The Lawyer partners of the Partnership have actual control over the delivery of legal services;
- 2.2 Lawyer partners are able to exercise independent professional judgment and take any action necessary to comply with their obligations under the *Legal Profession Act*, (the Act), the *Law Society Rules* (the Rules) and the *Code* other than those required by Rule 9-15(3) and Chapter 3, Rule 3.6-7 of the Code;
- 2.3 Lawyer partners take all steps reasonable in the circumstances to ensure that anyone who is not a lawyer providing services through the Partnership:
 - 2.3.1 provides claims management and administration services, adjusting services and certain other related professional services with appropriate skill, judgement and competence;
 - 2.3.2 cooperates with ongoing compliance by the Lawyer partners with the Act, Rules and Code;
 - 2.3.3 only provides services to the public that support or supplement the practice of law as carried on by the Partnership and that such services are under the supervision of a Lawyer partner.
- 2.4 Lawyer partners take all steps reasonable in the circumstances, including the implementation of screening measures, if necessary, to ensure that no improper disclosure of privileged or confidential information is made to any person, including a person appointed by the regulatory body of another profession in relation to the practice of another partner or employee.

- 2.5 Lawyer partners take all reasonable steps in the circumstances to ensure that anyone who is not a lawyer providing services through the Partnership will comply with the provisions of the Act, the Rules, and the Code respecting conflicts of interest as they apply to lawyers.
- 2.6 Lawyer partners must maintain a trust account and a trust accounting system that are in compliance with the Rules and are within the exclusive control of the Lawyer partners.
- 2.7 Lawyer partners must ensure that anyone who is not a lawyer providing services through the Partnership directly or indirectly to the public complies with the Rules on indemnification and is covered by professional liability insurance appropriate to the scope of their services and the risk to the public of loss arising from their services.
- 2.8 Lawyer partners ensure compliance with Part 9, Division 2 of the Rules, and any amendments, other than Rule 9-15(3) with respect to applying for, and carrying on the practice of law through, a limited liability partnership.
- 2.9 Lawyer partners will immediately notify the LSBC if any changes to the terms of the LLPA are made.
- 2.10 The Partnership provides a report to the Executive Director of the LSBC on an annual basis, or more frequently as determined by the Executive Director, concerning the requirements set out in clauses 2.1 to 2.8.
- 2.11 The Partnership includes the following disclosure on any website, social media and other media maintained by the Partnership to promote the Services and the Partnership provides this disclosure in written form to each client in its engagement terms:

The Partnership's Services are provided by WT BCA Limited Liability Partnership, a limited liability partnership consisting of lawyers regulated by the Law Society of British Columbia and others, in accordance with a letter issued by the Law Society of British Columbia. The letter may be viewed at <https://www.lawsociety.bc.ca/our-initiatives/innovation-sandbox/>.

- 2.12 The Partnership consents to the disclosure by the LSBC of the Partnership's name and the scope of Services which the Partnership may provide, this "no-action" letter, and the modification or rescission of the "no-action" letter, generally on its website and in response to inquiries from the public or regulatory bodies and for the purpose of informing the public about the Partnership and the Services the Partnership may provide in conjunction with the Partnership's participation in the Innovation Sandbox.

- 2.13 The Partnership and the Lawyer partners indemnify and save harmless LSBC, its Benchers, officers, agents and employees from all claims, demands, losses, damages, costs, fines, penalties and expenses that LSBC, its Benchers, officers, agents or employees may sustain, incur, suffer, or be put to at any time, based upon, arise out of or occur, directly or indirectly, by reason of any act or omission in the provision of the Services.
- 2.14 The Partnership does not assert, imply or otherwise suggest in any way that this “no-action” letter is an approval, endorsement or certification of the Services.

3. Rescission

Notwithstanding any term of this letter, the LSBC may take action in accordance with Parts 3 and 4 of the Law Society Rules against the Partnership, the Lawyer partners, or both, if:

- 3.1 The Partnership or the Lawyer partners fail to meet any of the conditions set out in Part 2 of this letter.
- 3.2 The Partnership engages in, or proposes to engage in, conduct in relation to the provision of the Services that presents a risk of harm to the public or undermines the integrity of the administration of justice.
- 3.4 Material information not disclosed by Whitelaw Twining and DWF comes to our attention or misinformation is discovered that would have materially affected the decision to issue this “no-action” letter.

4. Acknowledgement

By acceptance of this “no action” letter, the Partnership acknowledges that:

- 4.1 This no-action letter will take effect from the date of this letter and remain in effect until LSBC provides written notice of modification or rescission pursuant to clause 3 hereof or otherwise determines that other regulatory measures are appropriate in relation to the Services.
- 4.5 If the LSBC determines that some or all of the Services require a licence or further regulatory processes, the Partnership agrees to submit an application in that licensing and/or regulatory process if it wishes to continue providing the Services.

Thank you again for your proposal and we trust that you will be successful in providing the Services to the public.

Sincerely,

A handwritten signature in black ink, appearing to read 'Don Avison', with a long horizontal flourish extending to the right.

Don Avison, KC (*he/him*)
Executive Director/Chief Executive Officer

Schedule “A”

Lawyer Partners:

1. T. Ryan Darby - T. Ryan Darby Law Corporation
2. Daniel Shugarman - Daniel A. Shugarman Law Corporation
3. Kim A. Wigmore - Kim A. Wigmore Law Corporation
4. David J. Wallin - David J. Wallin Law Corporation
5. John A. Vamplew - John A. Vamplew Law Corporation
6. Gaynor C. Yeung - Gaynor C. Yeung Law Corporation
7. Michael D. Silva - Michael D. Silva Law Corporation
8. John C. Fiddick - John C. Fiddick Law Corporation
9. R. Nigel Beckmann - R. Nigel Beckmann Law Corporation
10. Alexander T. Maltes - Alexander T. Maltes Law Corporation
11. Franco R. Cabanos - Franco R. Cabanos Law Corporation
12. Justine V. Forsythe – Justine V. Forsythe Law Corporation
13. Amy J. Peck – Amy Peck Law Corporation
14. Patrick J. Sullivan – Patrick J. Sullivan Law Corporation
15. Lindsey C. Galvin