

This is the 4th Affidavit
of James Weldon in this case
and was made on ____/Jul/2015

No. S-095159
Vancouver Registry

In the Supreme Court of British Columbia

Between

JAMES WELDON and LEONARD BLEIER, suing on their own
behalf and in a representative capacity on behalf of all former
members of defined benefit pension plans sponsored,
directed, administered or advised by the Defendants and their
predecessors who were caused by the Defendants and their
predecessors to cease to participate in those defined benefit
pension plans and to participate only in defined contribution
pension plans commencing on or about January 1, 1993,
wherever they reside

Plaintiffs

and

TECK METALS LTD. and TOWERS PERRIN INC.

Defendants

BROUGHT UNDER THE *CLASS PROCEEDINGS ACT*, R.S.B.C. 1996, c. 50

AFFIDAVIT #4 OF J. WELDON

I, James Weldon, Senior Project Coordinator at Teck Metals Ltd., of 352 Binns Street,
Trail B.C. V1R 3L1, SWEAR THAT:

1. I am the original representative plaintiff in this matter and I have personal
knowledge of the facts to which I depose in this affidavit, except where I state them to
be on information and belief, and where so stated I verily believe them to be true.

My Background

2. I was born in 1950. I have no expertise in financial planning or pensions.
3. My formal education ended with Grade 11 in Québec. I worked for Cominco intermittently in 1971 and 1972. I returned to regular work as a labourer, a union position, in November 1974. I have worked there continuously since then. Cominco is now the defendant Teck Metals Ltd. ("Teck").
4. I moved into a staff (non-union) job in or about 1978. At that time I became covered by Cominco's defined-benefit pension plan (the "DB Plan") in which, so far as I am aware, all non-union employees participated before 1993.
5. On November 24, 1992, I elected to transfer my pension benefits from Cominco's defined benefit pension plan (the "DB Plan") to Cominco's defined contribution pension plan (the "DC Plan"), effective January 1, 1993.

My Participation in the Action

6. In or about 2008 my responsibilities changed. I was no longer tied to a single plant but in a project supervision role in which I attended many of the facilities in Teck's Trail Operations and dealt with other non-union employees and those facilities. As a result, I learned that my own dissatisfaction with Teck's benefit program for non-union employees, particularly the DC Plan, was shared by others.
7. Some of this dissatisfaction had been expressed in meetings of non-union employees with senior management. The end result of this round of discussions with senior management was that there would be no real change to our pensions relating to the core issues that were raised.
8. I therefore suggested to some of my coworkers at Trail Operations that we needed to identify our employment concerns and endeavour to meet with senior management to present them. I drafted a "survey questionnaire" listing concerns, asking employees whether these were their primary concerns, and requesting those employees to rank those concerns on a scale of 10.

9. The first meeting of the group sharing concerns was in September 2008. Over 100 employees of all ages attended that meeting, many of whom in the DC plan, both those who had been employed and transferred at the beginning of 1993 (the "Class") and those who had moved into management after the beginning of 1993, and therefore were also participants in the DC plan (the "Post-92 Group"). By this time, older employees who were retiring were discovering their pension amounts were substantially less than they would have been under the DB Plan. I distributed blank copies of the questionnaire at the meeting and asked those present to complete them.

10. I collected the survey questionnaire responses from those present, tabulated them and distributed the results of that meeting.

11. Following discussion of the questionnaire results at that meeting, a steering committee was formed comprised of myself and about seven others for the purposes of presenting our top five concerns to senior management.

12. The committee members met with senior management to present our concerns. The top priority in the group, particularly among the older employees, was the DC Plan. But the eventual response from senior management was that there would be no change to the DC Plan.

13. Our group formed committees for each issue of the five major concerns. The group for the DC Plan was myself and three others. The DC Plan committee decided to obtain legal advice on how we might improve the DC Plan. Trail non-union supervisors contributed funds to allow us to obtain legal advice.

14. We learned that Victory Square Law Office ("VSLO") provided advice on employment benefits. One of the other DC Plan committee members contacted VSLO to request their advice. I was involved in several conference calls with VSLO lawyers. The possibility of bringing a class action emerged. Although the DC Plan covered most non-union employees, the class action would be only for those who had been employed when the transfer decisions were made in 1992.

15. . The group of concerned employees continues to include the Post-92 Group whose choice to transfer to non-union employment required that they participate only in the DC Plan. I endeavoured to assist them by explaining VSLO's views regarding their rights and assisted in referring them to other lawyers recommended by David Blair, a partner with VSLO.

16. We also learned that the action would extend beyond employees at Trail Operations. Of the four members of the DC Plan committee, only myself and one other member was in the proposed class. I volunteered to be the representative plaintiff and became the person mainly responsible for working with VSLO. From that point forward I have received and acted on requests for further information from VSLO that it considered necessary to make a decision about the merits of a class action and to estimate damages suffered by class members.

17. Mr. Blair advised me that due to lack of information about the loss suffered by members, and the numbers in the class it was difficult to be confident at that time that the matter was a viable class action. Mr. Blair also advised me that there was a concern that the limitation period had expired, and so it was important to start the lawsuit promptly. Because of this I agreed to issue the writ of summons in my own name.

18. Mr. Blair advised me that there was some risk of my becoming personally liable for costs on starting the action and, at that point, I would have to depend on support from our group of concerned employees to share the cost.

19. In the early summer of 2009, I was the primary contact person with VSLO as they completed the drafting of the writ of summons. I reviewed drafts and in July 2009 gave instructions to file it in my name under the Class Proceedings Act.

20. The action was brought on behalf of those persons who were covered by the DB Plan before Cominco announced the conversion on or about September 1, 1992. I am advised by Mr. Blair that the documents eventually disclosed in this action show that about 700 employees chose to transfer and so were potentially members of the class.

21. The issuing of the writ of summons was a time of significant anxiety for me, partly but not mainly due to the possible cost liability. Also, although I did not think it was probable that I would be terminated by Teck, I recognized it was possible that it would impact my career and I was not then in a position to retire comfortably.

22. That apprehension increased considerably immediately after the issue of the writ when a notice entitled "Trouble" appeared on Teck's internal company news system for non-union staff. The notice reported that the writ had been issued

23. My apprehensions about a threat to my employment diminished over the next few months and did not return after that. I continue to work at Teck to the present day and my work and conditions of employment have been completely unaffected by the action.

24. As representative plaintiff I have been the main liaison between class counsel and the steering committee as well as other interested class members, particularly the group of concerned employees. Once Len Bleier started a separate action in October 2011 (later joined with this action) that communication load has been shared but I continued to be the main correspondent.

25. The writ was not immediately served. Mr. Blair asked me, with the assistance of the committee, to find possible class members willing to disclose information necessary to determine whether the switch to the DC Plan had left them worse off than they would have been under the DB Plan.

26. By June 2010 I had not been able to obtain much information. It was necessary for VSLO, which at that point was still not counsel of record, to apply for an extension of time to serve the writ.

27. I searched in the Cominco archives at Trail for documents touching on the 1993 transfers. For example I looked for comments by management, from before the conversion, in Cominco's "Orbit" Company magazine. I delivered those I found to Class Counsel.

28. Mr. Blair advised me that to determine whether the action was viable, we would need identify persons who had been employed in non-union positions in late 1992. That turned out to be quite difficult.

29. I worked with the other DC Plan committee members examining Company documents such as telephone directories in an effort to identify people who had been in non-union employment in late 1992. Having tentatively identified many, I did most of the calling to these persons, most of whom I did not know at all, or not very well, to ask if they had transferred to the DC plan. If they had, and were willing to discuss it with me, I asked them to provide VSLO with very personal information including birth date, salary information, amount transferred to his or her DC Plan account at the transfer on January 1, 1993, and amount in the account now. Based on advice from Mr. Blair, I had to advise them that, if they provided information, it was not likely that information would become public but it was possible.

30. This took me a lot of time and I found it quite stressful due to the need to telephone strangers and near-strangers to ask them to produce such sensitive personal information. Some of the calls took a long time. Many of those whom I called were apprehensive that my call was a scam. Some were hostile. Many declined to provide the requested information.

31. I am advised by Mr. Blair that through my efforts, VSLO was able to obtain sufficient information to estimate individuals' losses. I am advised by Mr. Blair that this led to VSLO meeting with the firm of Camp Fiorante Matthews Mogerman ("CFM"; together with VSLO, "Class Counsel") in the fall of 2010 to discuss acting as co-counsel in the action.

32. CFM became counsel of record and the writ in the action was served on or about December 16, 2010. Soon after that VSLO received a letter dated January 12, 2011, from the firm of Nathanson, Schachter & Thompson, lawyers for the defendants which included the statement that "We consider the claim to be entirely without merit and will be seeking an order for costs against Mr. Weldon". This was a continuing low level concern to me until the class action was certified.

33. I was the main point of contact for VSLO and CFM and for the group of employees. I also concluded our retainer agreement containing an indemnity against liability for costs from both firms

34. The defendants immediately challenged the Order for extension of time for service of the writ. I worked with VSLO to prepare a six page affidavit in support of my response to the defendants' applications.

35. In February 2011, the defendants moved to dismiss the action or, alternatively, to strike some of the claims in the action. I worked with Class Counsel to prepare an affidavit of slightly over four pages, with 10 exhibits, all totalling over 150 pages in support of the response to that application.

36. In May and June 2011, I provided to Class Counsel the requested instructions to respond to Teck's appeal of the BC Supreme Court's decision rejecting the application to strike the writ despite an increase in the possible cost liability.

37. In July 2011, I worked with VSLO to draft documents explaining the litigation process that were distributed to the committee of concerned employees and other individuals interested in the litigation. In July 2011, I reviewed drafts of amendments to the Notice of Civil Claim and provided VSLO with additional information.

38. In September and October 2011, I gave Class Counsel the requested instructions regarding responding to the defendants' appeal of the BCSC's decision to renew the writ, pressing the defendants to file their Response to Civil Claim and holding a case planning conference regarding the BC Supreme Court Class Action.

39. Class Counsel decided that it would be prudent to commence a separate proceeding under the Class Proceedings Act by a representative plaintiff who had retired in the previous six years. Mr. Len Bleier met that requirement and in or about the late summer of 2011 he volunteered to be the representative in an action commenced on or about October 17, 2011. The two actions were subsequently consolidated.

40. Once Mr. Bleier volunteered as representative plaintiff, he and I began to share some of the work of communications with class members. I believe I continued to do the majority of it as my work takes me to several areas of Trail Operations whereas Mr. Bleier's did not.

41. Between November 2011 and December 2011, I worked with Class Counsel in preparing my affidavit in support of the certification application.

42. In February 2012, Mr. Bleier and I met with Class Counsel to discuss class members who might be able to assist in the litigation. At this time, I was also searching for and organizing all of my documents in connection with the pension plan and transfer and my pension statements.

43. In or about May 2013, Mr. Bleier and I received a list of names of about 50 class members for whom Teck and Agrium could not provide contact information. I distributed the list among the Committee and, by web searches and telephone calls to people who we thought might have some knowledge of how to contact the missing members, we were able to locate about 30% of them. I collected the information and provided it to Class Counsel.

44. After the Court of Appeal's decision in August 2013, limiting the causes of action that could proceed, I started to search for and assemble documents as instructed by Class Counsel for disclosure in the action.

45. In September 2013, Mr. Bleier and I, with assistance from the committee prepared for a meeting of Class Counsel with potential class members in Trail, BC. We found a meeting place and used the contact information the committee had assembled to invite those we believe to be class members.

46. I was examined for discovery in the action. This included a review by me of hundreds of documents sent to me by Class Counsel. I was very apprehensive about the process.

47. I travelled from Trail to Vancouver to prepare for my examination for discovery with Class Counsel and attend it.

48. In September 2014, I worked with Class Counsel as settlement of the class action was first proposed. Mr. Bleier and I worked closely with Class Counsel in framing each settlement proposal. There were several before the matter was settled.

49. I found the negotiation stressful. I know that I and many others were hoping for more substantial compensation for the losses we considered we have suffered. Although I discussed with Class Counsel the litigation and other risks, it was not easy to arrive at the decision that the last settlement offer was the best we could get, or to become ready to defend that decision with class members.

50. Before I made that decision, Mr. Bleier and I met with a retired Court of Appeal Justice, Kenneth Smith. Class Counsel were not present at that meeting. We discussed the settlement and Mr. Smith recommended that we agree to it.

51. Between November 2014 and January 2015, I reviewed with Class Counsel the communication of the details of the settlement to the class members.

52. In June 2015, Mr. Weldon and I worked with Class Counsel in drafting the distribution protocol and the FAQ or "frequently asked questions" page for Class Counsel's websites.

53. My own recovery is estimated to be near \$16,500. I am advised by Mr. Blair that this is towards the high end of amounts allocated to class members. I am now 64 years of age. I have continued to work at Teck and will continue to age 65 because I cannot afford to retire earlier, as I had hoped, as a result of the low value of my DC Plan account. An associate of mine at Teck with similar years of service to me, about two years younger, who did not switch to the DC Plan has recently retired on the DB plan pension of about \$72,000 per year. My DC Plan balance cannot provide me with the pension anywhere near that. If I had such a pension I would also have retired at or before age 62.

Settlement Approval

54. We have now settled the Proceedings with the defendants. Reidar Mogerman, a partner with CFM, and Mr. Blair have briefed me on the core terms of the Settlement Agreement and I understand them. I also received the benefit of the a second opinion on the fairness of the settlement and the it being in the best interest of the class from Mr. Smith, a retired judge of the Court of Appeal, as discussed above.

55. The settlement provides for payment of \$4,000,000 plus up to \$300,000 for disbursements, in exchange for a release from class members.

56. I understand that the Settlement Agreement must be approved by the Court in order to take effect.

57. Under the terms of the Settlement Agreement, the defendants will pay the settlement amount after the Settlement Agreement is approved and takes effect.

58. I have reviewed the facts as they relate to liability and damages with Mr. Mogerman and Mr. Blair, and with Mr. Smith, as well as the applicable legal principles. I appreciate that the BC Action raises complex factual and legal issues and there would be significant expenses incurred if it were to proceed to trial. Given these circumstances, I believe that the Settlement Agreement is a fair and reasonable compromise of the litigation against the defendants. Consequently, I have instructed Class Counsel to seek approval of the Settlement Agreement on my behalf, and on behalf of the settlement class.

59. I support the application to approve the Settlement Agreement.

Distribution of Settlement Funds

60. I have reviewed and approve the proposed Distribution Protocol for the settlement with all the defendants in this action.

61. Mr. Mogerman and Mr. Blair have explained to me the process of how the proposed distribution protocol was developed, which included the preparation of independent expert reports by Allan Brown, a retired Fellow of the Canadian Institute of

Actuaries (1975) and a retired Fellow of the Institute of Actuaries, England (1975) and by Stephen Cheng, FCIA, FSA, Managing Director & Senior Consulting Actuary at West Coast Actuaries. I consider that process to be reasonable.

62. I understand that eligible settlement class members' losses will be calculated and the settlement funds that each class member will get a share that is based on:

(a) the difference between:

(i) the value of the defined benefits (as estimated by class counsel and the actuary experts) the class member would have if they had stayed in the defined benefit pension plan, as of the date that their employment ended (or on September 30, 2014, for class members who were still employed on that date)

and

(ii) the projected balance in their defined contribution pension plan accounts on the same date, as estimated by class counsel;

(b) class counsel's assessment of how the risks set out above impact various class members differently;

and

(c) the necessary pro-rating of the amount of the settlement available for distribution as a proportion of the total estimated losses of class members.

63. I support Class Counsel's application for approval of the proposed distribution protocol.

Class Counsel Fees and Disbursements

64. I understand from Mr. Blair and Mr. Mogerman that both law firms have worked together to advance this case and I support this pooling of resources.

65. I understand that this litigation was undertaken on a contingency basis and that Class Counsel would not be paid for fees or disbursements unless they were successful in recovering settlements or damages at the trial of any action.

66. The agreement which I entered into with VSLO and CFM provides that the firms collectively are entitled to recover 33 1/3 % on any settlement or partial settlement plus disbursements and applicable taxes. Attached as **Exhibit "A"** to this affidavit is a copy of the retainer agreement between myself, Mr. Bleier, VSLO and CFM.

67. I have been the representative plaintiff in this case from the outset. Mr. Mogerman, Mr. Blair, and other lawyers and paralegals on the Class Counsel team have kept me fully informed of the progress of this action. VSLO and CFM have remained resolute in prosecuting this action to a successful conclusion on behalf of myself and all other class members. I have the utmost confidence that Class Counsel have done the best job possible.

68. I understand that the time and disbursements incurred by Class Counsel are substantial. Mr. Mogerman and Mr. Blair have informed me that given the very significant risks associated with litigation, the time expended and expenses incurred, along with a host of other factors, Class Counsel will be seeking a contingency fee of 1/3 of the settlement funds.

69. Mr. Mogerman and Mr. Blair have further informed me that Class Counsel will be seeking the payment of disbursements. I understand that, as of the date of this affidavit, the amount of the disbursements has not yet been calculated.

70. Mr. Mogerman and Mr. Blair have further informed me that Class Counsel will be seeking to have any award of fees and disbursements plus applicable taxes paid out of the settlement monies noted above. I support and approve the payment of Class Counsel fees of 1/3 of all settlement monies as well as Class Counsel disbursements and applicable taxes all to be paid from the settlement monies.

SWORN BEFORE ME at TRAIL,
British Columbia, on 10TH /Jul/ 2015



A Commissioner for taking
Affidavits for British Columbia

BRUCE A. LeROSE, Q.C.
BARRISTER & SOLICITOR
SUITE 302 - 1199 CEDAR AVE.
TRAIL, B.C. V1R 4B8
TEL (250) 368-3327 FAX (250) 368-4994



James Weldon

CONTINGENCY FEE AGREEMENT

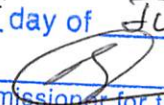
THIS AGREEMENT effective as of the 22nd day of April, 2013.

Between

James Weldon
352 Binns Street
Trail, BC V1R 3L1

Leonard Bleier
1265 McPhee Road
Castlegar, BC V1N 4L8

(the "Clients")

This is Exhibit "A" referred to in the
affidavit of JAMES WELDON
Sworn before me at TRAIL
in the Province of British Columbia
this 10th day of JULY 2015

A Commissioner for taking Affidavits
within British Columbia

And

Camp Fiorante Matthews Mogerman
#400 – 856 Homer Street
Vancouver, BC V6B 2W5

Victory Square Law Office LLP
500 – 128 West Pender Street
Vancouver, BC V6B 1R8

(the "Firms")

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TEL (250) 368-3327 FAX (250) 368-4994

The parties agree as follows:

1. The Firms shall represent the Clients in litigation against Teck Metals Ltd. and Towers Perrin Inc. relating to the conversion of the Cominco Ltd. Basic Retirement Income Plan, a defined benefit pension plan, to the Cominco Defined Contribution Pension Plan (the "Case"). The determination of the fault of the defendants in the Case shall be part of a proceeding brought under the *Class Proceedings Act*, RSBC 1996, c. 50 in the Vancouver Registry of the Supreme Court of British Columbia, Action No.095159.

2. The Clients shall cooperate with the Firms in the prosecution of the Case.
3. The Clients shall pay the Firms, as fees for professional legal services, a percentage of the value of any settlement, or compensation from any source, pertaining to the Case, or any judgment obtained prior to trial or at trial. The fee shall be payable on all amounts, including prejudgment interest and post judgment interest (amounts awarded by the Court for interest on the judgment before trial and after trial), calculated as follows:
 - (a) 25% of the value of any settlement or compensation from any source obtained up to 60 days prior to the certification hearing; and
 - (b) 33 1/3% of the value of any settlement or compensation from any source or judgment obtained thereafter.

(the "Contingency Fee").

The amount of the Contingency Fee payable shall be calculated after all case expenses incurred by the Firms have first been deducted. For the sake of clarity, if no money is recovered by way of settlement, or compensation from any source or judgment pertaining to the Case, no Contingency Fee or case expenses are payable.

4. The representation provided by this Contingency Fee Agreement shall extend to all appeals including appeals up to the Supreme Court of Canada.
5. Case expenses are those costs incurred by the Firm to prosecute the Case.
6. The Clients authorize the Firms to pay case expenses to prosecute the Case as the Firms consider necessary in accordance with Schedule "A" to this Agreement.
7. In the event of settlement, or compensation from any source, or judgment being obtained, the Clients shall pay the Contingency Fee and any outstanding case expenses from the settlement, or compensation from any source, or judgment proceeds.

8. The Clients authorize the Firms to receive in a trust account on the Client's behalf, any monies to which the Clients may become entitled pursuant to a settlement, or compensation from any source, or judgment, including partial or interim settlements or payments, and the Clients agree that the Firms may apply any such monies to pay the case expenses and the Contingency Fee.

9. The Clients agree to pay all applicable taxes on the Contingency Fee and case expenses.

10. The Clients shall not negotiate or accept settlement or payment of any compensation from any source pertaining to the Case without the express consent of the Firms.

11. The Clients acknowledge that the Firms have recommended that the Clients receive independent legal advice on the fairness of this Agreement and to review the Agreement with another lawyer prior to signing.

12. The Clients acknowledge that the Clients have been advised that pursuant to section 37 of the *Class Proceedings Act*, R.S.B.C. 1996, c.50, this agreement is not enforceable unless approved by the Court.

13. In accordance with section 38 of the *Class Proceedings Act*, the Firm has provided the Clients with the following estimates of fees which will be payable pursuant to this agreement:

- (a) if the case settles more than 60 days prior to the certification hearing the fee which the Firm will recover will be 25% of the settlement amount. If the settlement was for \$1,000,000 the Class Counsel fee would be \$250,000; and
- (b) if the case is resolved by settlement or judgment within 60 days of the certification hearing or anytime thereafter the fee which the Firm will recover will be 33⅓% of the amount of settlement or judgment. If the

settlement or judgment was for \$1,000,000 the Class Counsel fee would be \$333,333.33.

14. The Clients acknowledge and confirm that the Clients have been advised of the following provisions of *the Legal Profession Act* and the Rules of the Law Society of British Columbia:

- (a) the Clients may apply to a district registrar of the Supreme Court of British Columbia within three months after the agreement is made or the retainer between the solicitor and the Clients is terminated by either party, to have the fairness and reasonableness of this agreement reviewed by a Registrar of the Supreme Court of British Columbia whether or not payment of fees or case expenses has been made; and
- (b) upon delivery of a bill for fees, charges or case expenses by the Firm, the Clients may apply to a Registrar of the Supreme Court of British Columbia for a review of the bill.

IN WITNESS WHEREOF the parties have signed this Agreement.

SIGNED in the presence of:

Hans den Biesen
Signature

HANS DEN BIESEN
Name

1007 REGAN CR.
Address

Group leader
Occupation

J. Weldon
James Weldon

SIGNED in the presence of:

Signature

Hans den Biessen

Name

HANS den BIESEN

Address

1007 REGAN CR.

Occupation

GROUP LEADER

Leonard Bleier

Leonard Bleier

SIGNED in the presence of:

Signature

Natalie M. Fulton

NATALIE M. FULTON

PARALEGAL

Name

856 Homer Street, 4th Floor
Vancouver, BC, V6B 2W5

Tel: 604-689-7555 Fax: 604-689-7554

Address

Occupation

Camp Fiorante Matthews Mogerman

Camp Fiorante Matthews Mogerman

SCHEDULE "A" – CASE EXPENSES

In addition to our percentage fee or court-ordered costs as our fee, you agree to pay from any source pertaining to the Case, or any judgment obtained prior to or at trial, all case expenses (also known as "Disbursements") including "Other Charges." These expenses vary and will be detailed in bills to you pursuant to this Agreement.

Upon the successful conclusion of the case, we will include in the bills sent as described above, the expenses the Firms have paid or may have to pay on your behalf to advance your case. Some of these expenses may include:

"Disbursements" which are the exact amounts we pay to third parties on a client's behalf in the course of performing the work, and

"Other Charges" which are any charges for amounts relating to the use of firm resources on behalf of the client reasonably and necessarily incurred by the Firms for the conduct of an Action and include, but are not limited to:

- work performed by a non-lawyer, such as a paralegal, legal assistant or other person retained or employed by the Firms to assist in providing services as part of the Firms' work for the Client;
- the Firms' usual charges for computerized legal research, such as case law research using Quicklaw;
- long distance telephone costs (including costs for facsimilies and conference calls);
- imaging costs, including photocopying and/or scanning costs at \$0.25/page;
- costs for binders or other bindings or discs required to prepare materials for court (e.g. books of authorities);
- delivery charges, including courier, taxi and postage to deliver documents to court or the other lawyers and fees of agents to so deliver;
- court filing fees (which the court charges to keep an official record of court documents);
- government fees, including fees for access to information requests or health records; and
- land, personal property, or company registry searches (for example, to find out the proper name of the defendant or his assets) and fees of agents who conduct investigations, searches and registrations.

Experts and other outside Professionals' expenses

We may have to hire other people such as court reporters, expert witnesses, translators/interpreters, accountants, and property appraisers to help us with your claim. In addition, we may require these professionals to produce reports such as medical or engineering reports. If we feel that any of the above or similar expenses are desirable or necessary for the settlement or advancement of your case, we will first discuss the matter with you.

Mediation or other forms of Dispute Resolution

We may advise that it is in the best interests of the case that you proceed to a form of alternative dispute resolution such as mediation or arbitration which can incur different costs from trial, including the costs of a mediator or arbitrator. If we feel that these processes would help the settlement or advancement of your case, we will first discuss the matter with you.

Travel Expenses

Travel expenses include expenses the firm incurs to travel to complete work required on your file. These may include:

- automobile traveling expenses including, where applicable, the rental of a vehicle and associated costs, and/or mileage at a rate of \$0.52 per kilometre;
- parking;
- taxi expenses;
- air travel, booked at the most economical market rate available at the time of booking, with the cost of business class travel only being claimed for flights in excess of three hours unless exceptional circumstances exist;
- hotel accommodations at standard business hotels (Sheraton, Hilton, Marriott) or similarly priced alternatives; and
- reasonable meal expenses while travelling which will be billed at the following per diem rates:

Breakfast	-	\$25.00
Lunch	-	\$25.00
Dinner	-	\$50.00

Receipt of Rewards

Please note that while paying for these case expenses on your behalf, the firm or individual personnel within the firm may receive reward or travel points associated with the use of our credit accounts or frequent travelling. Our regulator, The Law Society of British Columbia, cautions that our clients must be aware of and agree to this. If you have any concerns, please advise. If not, entering into this retainer is your expression of consent.