



March 24, 2022

Sent via email to:
courtney.burnett@stlawyers.ca

Courtney Burnett
Samfiru Tumarkin LLP
580 Hornby Street, Suite 520
Vancouver, BC V6C 3B6

Sent via email to:
lia.moody@stlawyers.ca

Samfiru Tumarkin LLP
580 Hornby Street, Suite
520 Vancouver, BC V6C
3B6 Attention: Lia Moody

Dear Ms. Burnett and Samfiru Tumarkin LLP:

Re: Innovation Proposals - AP20210011 & AP20210037

Thank you for your proposals to participate in the Law Society of British Columbia's ("LSBC") Innovation Sandbox.

Through the Innovation Sandbox, LSBC is seeking to expand access to legal services by enabling innovative solutions that address areas of unmet legal need but which would otherwise contravene the *Legal Profession Act*, the Law Society Rules or the Code of Professional Conduct.

The LSBC Executive Committee has reviewed your most recent proposal to provide services and has agreed to issue this revised "no action" letter to you. This letter replaces the previous no action letter issued by the Law Society and dated July 30, 2021.

1. Services

You propose to offer the following legal services (the "Services"):

- 1.1 Employment law and disability insurance law services, offered through Samfiru Tumarkin LLP by Courtney Burnett, Designated Paralegal, without direct supervision, including:

- a) providing legal advice; conducting negotiations; drafting legal documents, and appearing before the court and administrative tribunals, in matters within the jurisdiction of the following: the Provincial Court; the Civil Resolution Tribunal; the Human Rights Tribunal; the Employment Standards Branch; and the Worker's Compensation Appeal Tribunal.

2. No Action

Based on your proposals (copies attached) and any additional information you provided or LSBC obtained in relation to your proposals, LSBC will not initiate action to prevent Courtney Burnett, Designated Paralegal, from providing the Services and will not initiate action against Samfiru Tumarkin LLP lawyers under Law Society Rule 2-14 and/or Chapter 6 of the Code of Professional Conduct for British Columbia for facilitating the Services ("no-action") provided the following conditions are met:

- 2.1 The information you have provided in support of your proposal is accurate and complete in all respects.
- 2.2 Your provision of the Services does not present a risk of harm to the public or undermine the integrity of the administration of justice.
- 2.3 You provide information to LSBC regarding your provision of the Services on the first business day of each month in the approved form and more frequently if requested.
- 2.4 You provide any client to which you intend to provide the Services with a retainer letter that outlines the terms of service to the client and includes the following disclosure prior to commencing any engagement:

My services to you are not provided by a lawyer regulated by the Law Society of British Columbia. As a result: (a) I could be required to disclose to third parties your communications with me and any documents you provide in relation to my advice and assistance as such communications will not be subject to solicitor-client privilege; and (b) I am not required to have professional liability insurance. (c) There is no statutory complaint process in relation to the services that I provide and (d) the Law Society of British Columbia has not evaluated or verified my competence, character,

and/or fitness to provide the services. For more information about the Law Society's innovation sandbox visit <https://lawsociety.bc.ca/sandbox>.

- 2.5 You abide by such provisions of the *Legal Profession Act*, the LSBC Rules and the LSBC Code of Professional Conduct that, if you were a member of LSBC, would apply to your provision of the Services.
- 2.6 You consent to the disclosure by the Law Society of your personal information, including your name and the scope of Services which you 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 you and the Services you may provide in conjunction with your participation in the Innovation Sandbox.
- 2.7 If you intend to represent clients before administrative tribunals, you acknowledge that this no-action letter does not grant you audience to appear and that you may require the permission of the presiding adjudicator to do so.
- 2.8 If you intend to represent clients before the Provincial Court or administrative tribunals, you acknowledge that you must request the permission of the presiding judge or adjudicator to do so and that this no-action letter does not grant you audience to appear. This "no action" letter must also be filed with the court in relation to any proceeding before the Provincial Court.
- 2.9 You cooperate fully with any investigation into any complaint LSBC receives about the Services and/or your conduct in relation to the provision of the Service and you respond promptly to requests from the LSBC for any information and/or documents in relation to the provision of Services.
- 2.10 You 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, either before or after this Agreement ends, which are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission in your provision of the Services.

- 2.11 You do not assert, imply or otherwise suggest in any way that the no-action letter is an approval, endorsement or certification of the quality of your Services or of your qualifications, competence or fitness to provide the Services.

3. Rescission

The Law Society may rescind this no-action letter at any time on written notice if:

- 3.1 You fail to meet any of the conditions set out in Part 2 of this letter.
- 3.2 You provide services beyond the scope of your proposal that constitute the practice of law as defined in the *Legal Profession Act*.
- 3.3 You engage in, or propose 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 that you failed to disclose comes to our attention or misinformation is discovered.

4. Acknowledgement

By acceptance of this letter, you acknowledge that:

- 4.1 This no-action letter is not an endorsement of the quality of the Services you provide or of your qualifications, competence or fitness to provide the Services.
- 4.2 The issuance of this no-action letter is not an agreement on the part of LSBC, its Benchers, officers, agents and employees, to insure or indemnify you or your clients for any claims, demands, losses, damages, costs, fines, penalties and/or expenses that may arise in relation to your Services and you will remain solely responsible.
- 4.3 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 or otherwise determines that other regulatory measures are appropriate in relation to the Services.

Courtney Burnett & Samfiru Tumarkin LLP

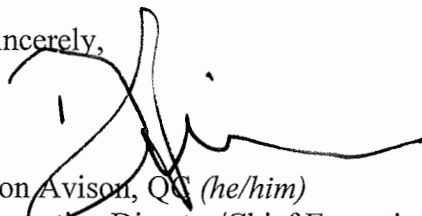
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4.4 If the LSBC determines that some or all of your Services require a licence, you agree to submit an application in that licensing process if you wish to continue providing the Services.

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, QC (*he/him*)
Executive Director/Chief Executive Officer

Enclosures