



May 26, 2021

**Sent via E-mail**

Scott Nicol  
Nicol Law Office  
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Calgary, AB  
Email: [scott.nicol@nicollaw.ca](mailto:scott.nicol@nicollaw.ca)

Dear Mr. Nicol:

**RE: Innovation Proposal – AP20210007**

**Donald J. Avison, QC**  
Executive Director/Chief Executive Officer

Thank you for your proposal 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 proposal to provide services and has agreed to issue to you this "no action" letter.

**1. Services**

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

- 1.1 Through SimpleArb, provide an online platform that allows parties to enter into settlement negotiation and confidentially disclose their offers to settle. A claimant enters the amount they are willing to receive and the respondent enters the amount they are willing to pay. The amount entered by one party is not disclosed to the other party. If the offers match or overlap, the SimpleArb system will declare a match. The system will then disclose the average of the offers to the parties and an agreement can be formed. If the offers do not match or overlap, no information on the offers is shared.

## 2. No Action

Based on your proposal (copy attached) and any additional information you provided or LSBC obtained in relation to your proposal, LSBC will not initiate action to prevent you from providing 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 Only you provide the Services.
- 2.3 Your provision of the Services does not present a risk of harm to the public or undermine the integrity of the administration of justice.
- 2.4 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. We are in the process of developing a form for reporting, which will be accessible on the LSBC website. Once it is operational, you will be provided with the link to the form.
- 2.5 You include the following disclosure on any website, social media and other mediums you use to promote the Services and you provide this disclosure in written form to each client 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;*

*(b) I am not required to have professional liability insurance, and do not carry professional liability insurance (In the event that you do carry professional liability insurance, the disclosure of this clause is not required);*

*(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://www.lawsociety.bc.ca/our-initiatives/innovation-sandbox/>.*

- 2.6 You are expected to deliver the Services in a manner consistent with our expectations of lawyers under the *Legal Profession Act*, the LSBC Rules and the LSBC *Code of Professional Conduct* to the extent they are applicable.
- 2.7 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.
- 2.9 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 Services 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.

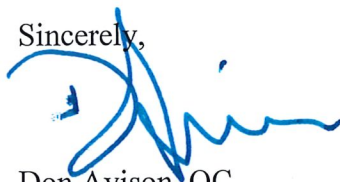
## 4. Acknowledgement

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 Nothing in this no-action letter makes you a member of LSBC.
- 4.3 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.
- 4.4 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.
- 4.5 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,



Don Avison, QC  
CEO/Executive Director