



October 24, 2022

Sent via email to: tgregory@borins.ca

Sent via email to: dborins@borins.ca

Titus James Gregory
Borins & Company
403 - 860 Homer Street
Vancouver, BC V6B 2W5

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403 - 860 Homer Street
Vancouver, BC V6B 2W5
Attention: David B. Borins

Dear Titus Gregory and Borins & Company:

RE: Innovation Sandbox Proposal

Donald J. Avison, KC
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 legal services (the "Services") offered through Borins & Company by Titus Gregory, without direct supervision, including:

- 1.1 Corporate legal services including:
 - a. Incorporation, extra-provincial registration, continuation and dissolution;
 - b. Annual report filing;
 - c. Name registration and name change;

- d. Change of directors/officers;
- e. Legal advice concerning interpretation and amendment of constitution, bylaws, and policies;
- f. Legal advice concerning the conduct of general meetings, directors' meetings, elections, referenda, and disciplinary proceedings involving members.

1.2 Legal advice to unincorporated associations including:

- g. Creation and dissolution;
- h. Legal advice concerning interpretation and amendment of constitution, bylaws and policies;
- i. Legal advice concerning the conduct of meetings, elections, referenda, and disciplinary proceedings involving members.

1.3 Labour and employment legal services including:

- j. Legal advice and document drafting;
- k. Representation of clients before the BC Labour Relations Board, Canada Industrial Relations Board; BC Employment Standards Tribunal; and labour arbitrators.

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 Titus Gregory, Designated Paralegal, from providing the Services and will not initiate action against Borins & Company 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/our services to you are not provided by a lawyer regulated by the Law Society of British Columbia. As a result: (a) I/we could be required to disclose to third parties your communications with me/us and any documents you provide in relation to my/our advice and assistance as such communications will not be subject to solicitor-client privilege; and (b) I/we am/are not required to have professional liability insurance. (c) There is no statutory complaint process in relation to the services that I/we provide and (d) the Law Society of British Columbia has not evaluated or verified my/our competence, character, and/or fitness to provide the services. For more information about the Law Society's innovation sandbox visit <https://lawsociety.bc.ca>.

- 2.5 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.
- 2.6 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 you may require the permission of the presiding adjudicator to do so and that this no-action letter does not grant you audience to appear.
- 2.8 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.
- 2.9 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.

- 2.10 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.

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- 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.
- 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 stylized flourish at the end.

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