



July 30, 2021

Sent via e-mail to:
rachel.rabinovitch@spraggslaw.com

Rachel S. Rabinovitch
Spraggs & Co. Law Corporation
202 – 1030 Westwood Street
Coquitlam, BC V3C 4E4

Sent via e-mail to:
thomas.spraggs@spraggslaw.com

Spraggs & Co. Law Corporation
202 – 1030 Westwood Street
Coquitlam, BC V3C 4E4
Attention: Thomas L. Spraggs

Dear Ms. Rabinovitch and Spraggs & Co. Law Corporation:

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

Re: Innovation Proposal - AP20200021

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 this "no action" letter to you.

1. Services

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

1.1 Human Resources Consulting services offered through Spraggs & Co. Law Corporation by Rachel Rabinovitch, Human Resources Consultant, as follows:

1.1.1 interpretation of Employment Standards, Human Rights, contractual details/language, termination, and severance provisions; and

- 1.1.2 the Services will be provided under the supervision of a practising lawyer at Spraggs & Co. Law Corporation.

The Services, as described in your proposal, constitute the “practice of law” as defined in s. 1 of the *Legal Profession Act* by a non-lawyer under the supervision of a practising lawyer.

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 Rachel Rabinovitch from providing the Services and will not initiate action against Spraggs & Co. Law Corporation under Law Society Rule 2-14 and/or Chapter 6 of the Code of Professional Conduct 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; (b) I/we are not bound by a duty of confidentiality; (c) I/we am/are not required to meet a professional standard of care; and (d) I/we am/are not required to have professional liability insurance. There is also no statutory complaint process in relation to the services that I/we provide and the Law Society of British Columbia has not confirmed my/our competence, character, and/or fitness to provide the services.

- 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 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.
- 2.8 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.
- 2.9 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.

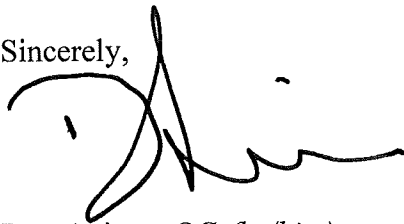
4. Acknowledgement

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.
- 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', written over a horizontal line.

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