
RETAINER AGREEMENT FOR PRIVATE DISPUTE RESOLUTION (PDR)
EPSTEIN COLE LLP

We, the undersigned parties in a family law dispute, and our counsel, agree as follows:

CLOSED/WITHOUT PREJUDICE PROCESS

1. We understand that the Epstein Cole LLP (EC) is offering closed and confidential, private dispute resolution services (the “**EC Services**”). An EC lawyer, with at least 15 years of family law experience, will be assigned to our matter for this purpose ("PDR Lawyer")
2. We understand that the **EC Services** will be offered entirely virtually via ZOOM on a mutually agreeable date that will be **scheduled within 2 to 4 weeks of accepted Retainer.**
3. We understand that the **EC Services** provided to us by the PDR Lawyer may include:
 - (a) mediation;
 - (b) determining next steps in our family law dispute and the most efficient way to move the matter forward;
 - (c) providing guidance regarding mutual disclosure obligations;
 - (d) exploring settlement of some or all of the issues in our family law dispute; and
 - (e) providing neutral evaluation of the issues presented.
4. A goal of the PDR session is to have the parties leave the PDR session with Minutes of Settlement or an interim agreement dealing with procedural and substantive issues in the case, if possible.

5. The parties agree to obtain, from independent legal and other advisors, all necessary legal, tax and other advice at the outset and throughout the process. The PDR Lawyer is acting in his/her capacity as a neutral dispute resolution professional and is not providing legal advice in respect of any issue before him/her. The parties understand the importance of having independent legal advice regarding any proposed settlement and understand that an agreement reached without the benefit of legal and other necessary advice may be invalid, unenforceable or have unintended consequences.
6. We acknowledge and agree that this process is entirely confidential. We will never refer to anything communicated by the PDR Lawyer, whether in writing or during any session, in any court or arbitration proceedings as this is a completely "without prejudice" and confidential process. The PDR Lawyer will never be called on to give evidence at any hearing.

MATERIALS TO BE PROVIDED TO EPSTEIN COLE

7. **NO LATER THAN 4pm, 3 DAYS** before the scheduled PDR session, counsel will provide the following, **in electronic form only**, to the PDR Lawyer:
 - (a) a brief summary of no more than **7 pages (double-spaced)** setting out key chronology (including current status of any legal proceedings) and legal issues and relevant facts which their respective clients consider to be in dispute (exhibits are to be limited to those that are absolutely necessary to assist in the resolution of the dispute);
 - (b) sworn Financial Statements (no more than 90 days old) for their client if there are financial issues;
 - (c) Net Family Property Statement(s) if property equalization is an issue (a Net Family Property Worksheet is preferable, if possible); and
 - (d) this Retainer as executed by party and counsel

(Please check boxes below related to general issues):

	Parenting		Disclosure
	Child/Spousal Support		Exclusive Possession of Matrimonial Home
	Property		Restraining Orders/Preservation Orders
OTHER:			

COST

- 8. EC will provide a two (2) hour session of private dispute resolution at a flat-rate cost of \$350.00 (HST included) **provided that both counsel are of less than 10 years of call to the Ontario Bar** and this fee (whether shared by the parties or not) shall be paid before materials are submitted.
- 9. We understand that any legal fees between the parties and their own counsel shall be governed by their own separate arrangements.

USE OF TECHNOLOGY AND OTHER EC MEMBERS

- 10. We understand that EC uses Zoom, Zoom Phone, and email to communicate with me. These programs are internet based. We understand and accept that sharing confidential information via the internet (including Zoom and email) can involve some risk, including the potential for loss of privacy and confidentiality.
- 11. Neither EC nor we will record any sessions with the PDR Lawyer or reproduce any email communications from this PDR.
- 12. EC may include students or EC lawyers, other than the PDR Lawyer, in this process for the purposes of teaching/mentoring.

FILE CONFIDENTIALITY AND LIMITATIONS

13. EC will conduct conflict searches prior to entering into this Retainer. **Counsel is urged to discuss whether their clients have any prior relationship with EC that may give rise to a conflict to avoid disappointing other party/counsel.**
14. Once EC has accepted the Retainer and received material from either party, EC will not represent either party without a written waiver of conflict by the other party. EC can be retained for additional private dispute resolution services by further retainer arrangements.
15. All information, documents, notes, correspondence, calculations, memoranda of understanding, drafts, and any other data prepared or provided by any person for the PDR (including EC's file) shall, unless otherwise discoverable, be treated as part of settlement discussions, hence, privileged and inadmissible for use by anyone in any proceeding for any purpose.
16. The parties shall not summons or otherwise require the PDR Lawyer to testify or produce notes or records in any current or future proceedings.
17. EC covenants to keep all information confidential in accordance with the Rules of Professional Conduct.

RELEASE

18. The parties and counsel release and indemnify EC and the PDR Lawyer from any claims arising out of any agreement entered into arising from this process whether or not they have obtained legal advice.

ENTIRE AGREEMENT

19. This Agreement shall not be modified or amended except by a written agreement.
20. We, the parties, confirm that we have read this Agreement or it has been read to me and that it has been explained to me by my counsel. We, the counsel, confirm that we have

explained the nature of this Retainer and the concepts of "without prejudice" discussions and "settlement privilege" to our clients.

21. This Agreement may be executed by videoconference and in several counterparts, each of which shall be deemed to be an original and such counterparts together shall constitute one and the same document. The delivery of an executed counterpart copy of this Agreement by electronic transmission in portable document format (PDF) shall be deemed to be the equivalent of the delivery of an original executed copy thereof.

EXECUTION OF RETAINER

	PARTY 1 (<i>sign here</i>)
Date	Full name: Date of Birth:
	Counsel for PARTY 1 (<i>sign here</i>)
Date	Full name and firm: YEAR OF CALL:

	PARTY 2 (<i>sign here</i>)
Date	Full name: Date of Birth:
	Counsel for PARTY 2 (<i>sign here</i>)
Date	Full name and firm: YEAR OF CALL:
	EPSTEIN COLE LLP – PDR LAWYER
Date	Per:

- To be considered for PDR:
- Both parties and counsel must execute this Retainer
 - Email the completed Retainer to **DRCIntake@epsteincole.com**, with both counsel included by email
 - Counsel will be contacted within two business days, after conflict check, to advise if PDR is accepted and which lawyer has been assigned
 - Zoom PDR session will be scheduled triggering delivery deadlines for materials