Beyond Survival: Tips for Surviving and Thriving in Hard Times



Canadian Bar Association Business Basics in Changing Times Friday, November 18, 2011 Westin Harbour Castle, Toronto, Ontario

Dan Pinnington Director, practicePRO Lawyers' Professional Indemnity Company

Start with a budget and business plan Create a marketing plan and take time to market every day



Mix traditional and new media

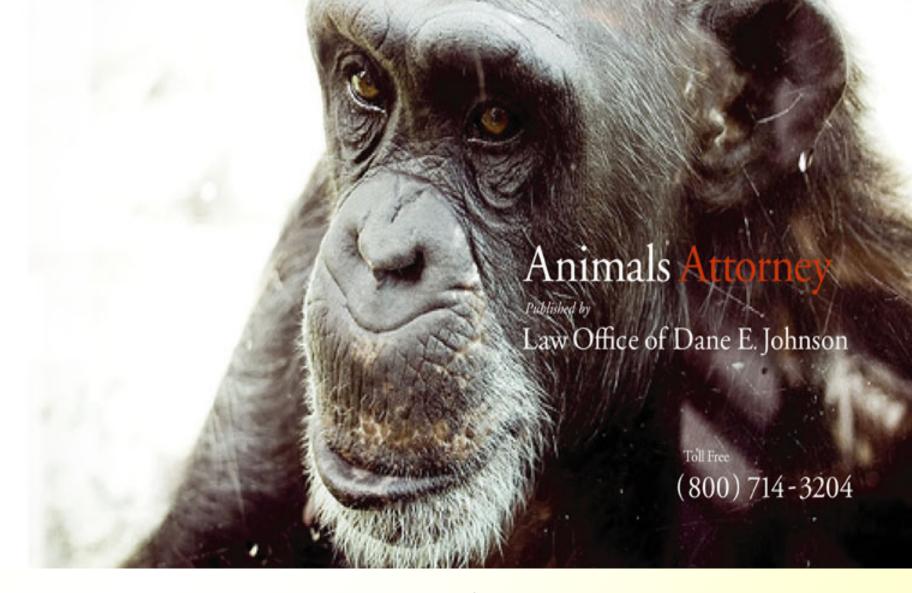
 Social media and traditional marketing can work together

 See Social Media Issue of LAWPRO Magazine









Pick an area of law you are passionate about. Specialize.

Don't dabble



Keep clients happy



Risks in a soft economy

- Unhappy clients looking for
 - Someone to blame
 - Someone to pay
 - A way to delay things
 - A way out



- Ambiguous retainers
- Ambiguous language in documents
- Poor communication
- Missed deadlines/delay
- Unanticipated scenarios
 or circumstances
- Unexpected results
- Conflicts of interest

Risky lawyer behaviour in a soft economy

- Poor client selection
- Rushing/taking shortcuts
- Bending the rules
- Dabblers

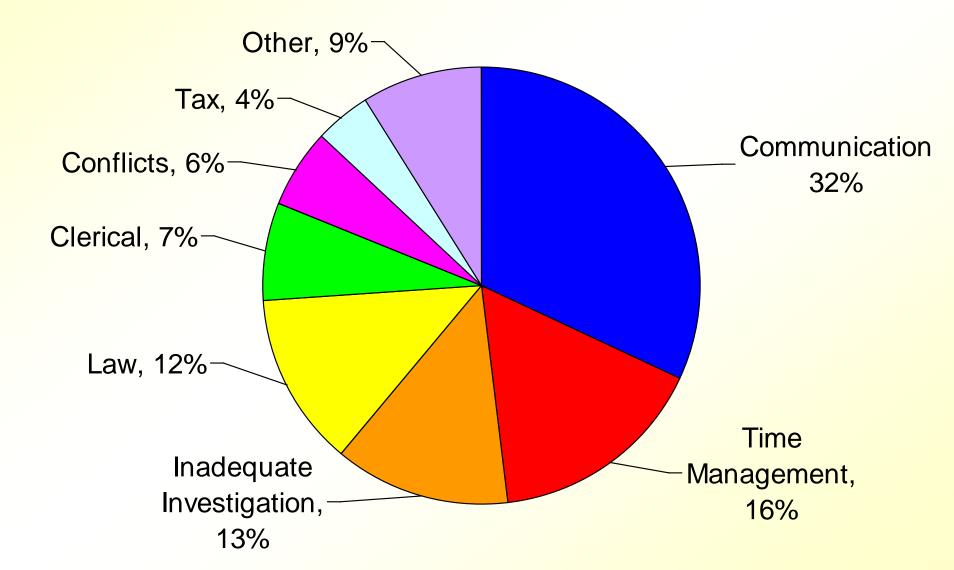


- Helping existing client, family or friends
- Switching to "growth" area
- Suing for fees

Learn to listen

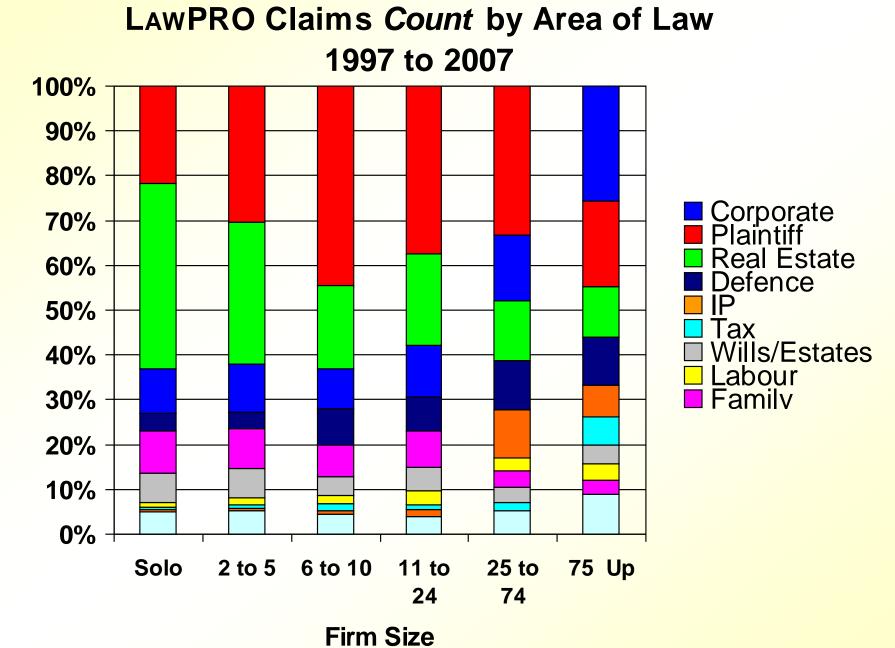
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Claims Count % by Description of Loss

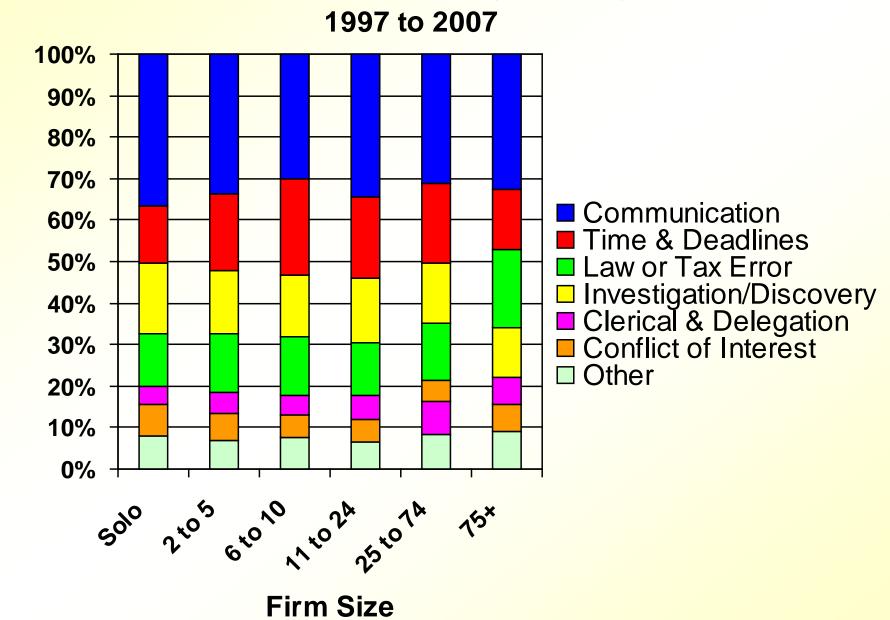




Are big firms really that different?



Claim Count (%)



LAWPRO Claims Count by Error Type

Claim Count (%)

Beware of difficult clients

Categories of difficult clients

- Angry/hostile
- Vengeful/with a mission
- Over-Involved/obsessive
- Dependant
- Secretive/deceitful/dishonest
- Depressed
- Mentally III
- The difficult client with the difficult case
- Client unwilling to accept, follow or believe lawyer's advice



How to deal with difficult clients

- Set expectations at the start
- Continually manage expectations
- Be firm and consistent
- Don't tolerate inappropriate behaviour
- Know when to say goodbye
- See paper by Justice Carole Curtis and client billing and administrative information precedents
 www.practicepro.ca/difficultclients



The 2/3 Rule

All your clients/matters should do at least two of these three things:

- Interesting and challenging matters
- People you enjoy
- Pay you



Tasks and time management



The different types of tasks	
Urgent and important	Important but not urgent
1	2
3	4
Urgent but not important	Not urgent and not important

Stephen R. Covey's book, The 7 Habits of Highly Effective People

 Motion today Court filing due	 LawPRO premium
tomorrow Real estate closing	due next month Employee issues Collecting ARs Marketing 2 Exercise/time off
 Galls/emails Most interruptions Other people imposing on your time 	 4 Trade press Television Did the Leafs win? Facebook updates

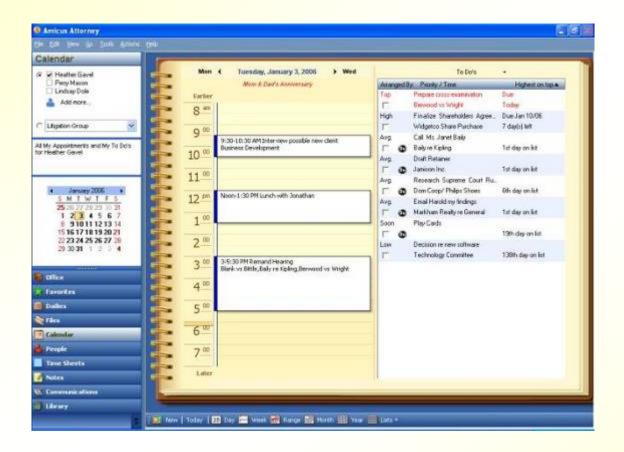
Getting things done with a daily to do list

- Use it every day
- Write it out
- Have only one list
- Make it at beginning/end of day
- Show priorities
 - What are the top 3 or 5
- Use standard form
- Enter bigger tasks in calendar

Ways to capture smaller tasks or reminders

- Send email to yourself
- Create a new email message
- Save draft message in email drafts folder
- Dedicated to do or reminder sub-folders in Inbox

Practice management software



- Amicus Attorney
- TimeMatters
- Credenza
- CLIO
- Rocket Matter

Get sufficient retainer at start



Replenish retainer when it runs out

If clients don't replenish retainer or pay outstanding accounts...



Bill something every week



Bill matters at milestones

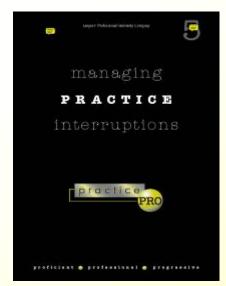
Bring clients to your office door asking to pay their bills

Give clients automatic discount if bill is paid within a specified short period of time after receipt of the bill by the client



Be prepared for unexpected things

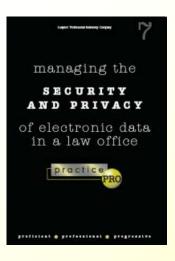




Prepare a disaster plan

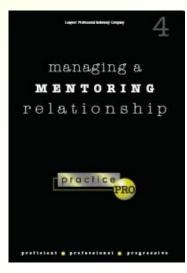


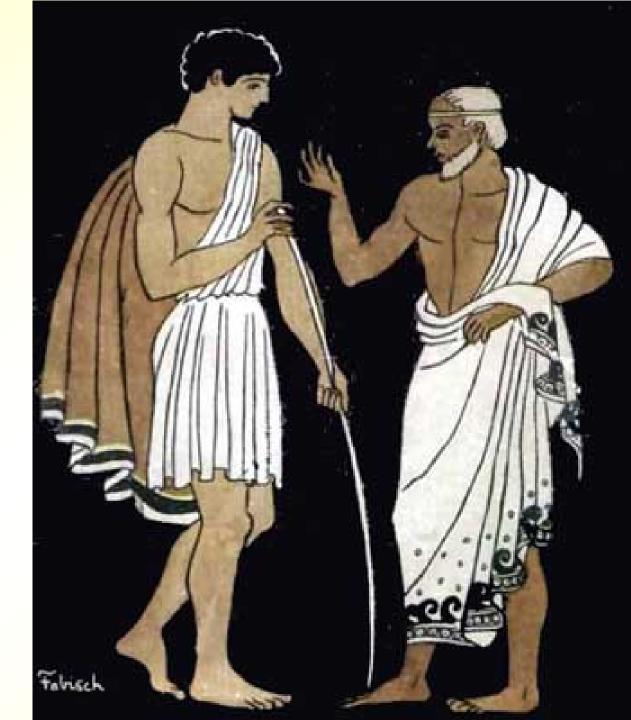
Technology is essential



See top legal technologies paper

Get a mentor





Connect with peers by joining CBA or local law association



What goes around comes around: So be nice!



Take care of yourself



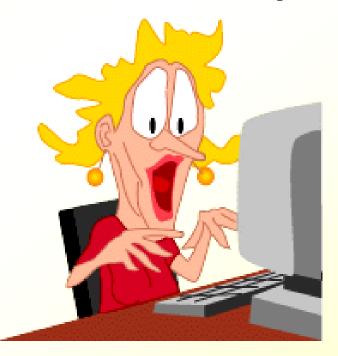
Ontario Lawyers' Assistance Program Programme d'aide aux avocats d'ontario

Have a life outside law

Create a strategic plan

Trust your instincts.

Tips for doing things better and fewer interruptions



New Mail!	×
You have new mail!	



Turn off new e-mail pop-up and beep

Go for fewer interruptions by:

- Turn off the pop-up
- Turn off the beep
- Set check for new messages to lower frequency
- Enable new mail icon on task bar

New Mail!	×
i) You have new mail!	
Y	
ОК	

Control your boundaries and space

- Daily/weekly meetings for routine issues
- Set aside your best time in the day to do work
- Don't bug me protocol

 Close your door; phone to voicemail
- Work in a war room
- Consider call display
- Have people send email, not voicemail
- Used detailed voicemail messages
- Learn to say "NO"

Delegation



- Getting the job done though others
- Basic principle: work ought to be pushed down to the lowest capable level
- Consistently doing tasks that lower level lawyers/staff can do wastes your time and your money

Why lawyers do not delegate

- Don't want to give up control
- Fear it will not be done properly
- Can complete it better, faster
- Not enough time to delegate
- The tyranny of the urgent
 - The emergency never ends



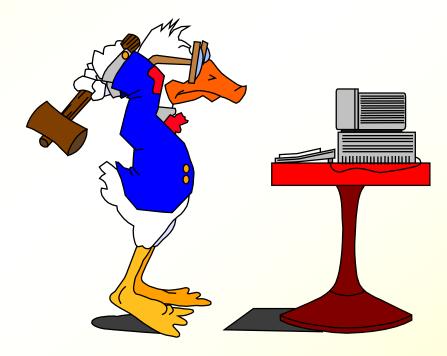
Better delegation

- Right person for the task
- No talking down



- Give clear instructions and all information
- Explain any parameters
- Realistic deadlines
- Reporting mechanism
- Confirm instructions were understood
- Give feedback

Time saving technology tips



Telephone headsets

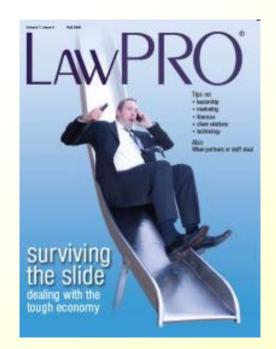
- Once you try one, you'll never go back
- Models
 - Over the head
 - Over the ear
 - In the ear
- Prices \$50-\$350



- Consider dual phone/computer type
 - Voice recognition software
 - Virtual meetings

BlackBerry tips

- Keyboard shortcuts
- Helpful features and settings
- BlackBerry 101 article in Winter 08/09 issue LawPRO Magazine



Essential Mac and iPhone resources

iPhoneJD

– www.iphonejd.com

 The Mac Lawyer – www.themaclawyer.com



 ABA Techshow 60 iPad and iPhone Apps in 60 Minutes

- www.ReidMyBlog.com

Can we meet next Tuesday?

Use online scheduling tools:

- GatherGrid
- Tungle
- WhenIsGood
- Doodle
- SAM:SetaMeeting
- MeetingWizard

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Instant ad hoc virtual meetings

- Share your desktop via a web browser with 1-20 other people
- Can look at other person's computer too
- Also IM and document sharing
- \$50/month
- GoToMeeting or WebEx

GoToMeeting*

ADOBE ACROBAT CONNECT PRO

• Mikogo (free)



Google Docs

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Finding and keeping good lawyers By any measure, the most valuable asset at every law firm is its lawyers. All successful and thriving firms have excelled at finding, recruiting, integrating and il greater insight into what your firm can do to build a top-notch legal team, and how you can navigate the path to becoming a valued partner, LAWPRO has asside at with mrecruitment and retention issues from both inside and outside law firms. We have asked them to address several questions: Why do lawyers leave? How do you keep good lawyers? What can firms do to keep more women lawyer hire? How do you get and stay on the partners hip track. Read on for greater insights on how you can build a better legal team at your firm. LAWPRO: Why do associates and partners leave firms they have worked so long and hard for? Kirby: I think that the answers are somewhat different for partners and associates. As law firms get more focussed on the bottom line, partners whose practin delegating lots of work to associates may be asked to leave. As well, some partners are looking for a change and heart the siren call of business and will or non-legal role. Associates may be right of userve they have lots of choice and will not put up with a situation in which they feel they are not congenial workplace that drivers good training and professional development. Lorene: I agree that partners leave firms for alternet reasons than associates. Partners may leave because a different pather above and see an opportunity for firm. The also met other partners who want a different challenge (usually with a corporation) or wain more control over their hours. With respect to associates, they leave firms for a number of reasons. They tell us that they yase that the partners work just as hard, or harder, than the associate is to take a different, but they see that they area locked by a partner and as bard or harder, than the associates and partner set. We have a significate that they don't want to leave that associates is they leave firms and that they don'	sembled a panel of peop ers? How do you integrate tices have failed to grow go off to join a client ofter being offered interesting build their practices or the or further potential growth their lives, they don't feel have the partner lifestyle iates. Some female asso sociates who leave privat by time, whereas in other ore control over when the of younger lawyers is tha of associate lawyers is tha nor associate lawyers for great. where. Ultimately, in most ge ro upportunities to mov nt to keep? orkloads so that we provit to provide coaching to la ge volume of communic evening and weekends. Constantly remind ourselves isople's lives, or offering I rk with them no matter he or childcare services to pro-	e a new and who are a new and who are a new and who are an in a legal work in a ey may have at another they are = i.e. if they ciates have e practice to ey work. It is at more rom other t cases, it re. de lawyers on ation that Coaching s that small lickets so a pw busy ciates with oviding food
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Google Translate for Business: Translator Toolkit	Website Translator Global Market Finder

Google Account security best practices

- Use a strong password
- Enable Google account recovery options
- Set-up two step authentication
- Check application access
- See post on Rick Klau's blog – http://tins.rklau.com



Dual monitors



- Working screen and reading screen
- Less jumping around to different screens
- Easier cut/paste/edit
- Less printing!!!

Clean up a mess with the miraculous Undo or Ctrl+z

- To undo changes press Ctrl+z, Alt+Backspace, or click the Undo button
- To redo undone changes press Ctrl+y or click the Redo button
- You can do this multiple times
- Works in all MS Office apps, and many other programs



Save your work

- Press Ctrl+s to save your work
- Works in most applications
- In most email programs will save copy of current message in Drafts folder



Essential word processing shortcuts

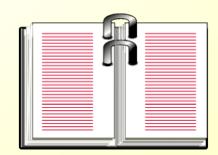
- To turn on/off; or change selected text:
 - Ctrl+B = bold
 - Ctrl+U = underline
 - Ctrl+l = italics



• Ctrl+A = selects all text in a document

Essential Outlook keyboard shortcuts

- Ctrl+M = new E-Mail message
- Ctrl+Enter = to send an email message
- Ctrl+T = new Task
- Ctrl+N = new Note
- F7 to spell check
- Ctrl+B = open Address Book



Keep calendar open while using other parts of Outlook

- Open Calendar in new window
- Right-click on Calendar and select Open in New Window



SimplyFile

- Amazing Outlook add-on
- "Guesses" which folder e-mails go to
- Unbelievably accurate!!
- US\$40/user
- www.techhit.com/SimplyFile



Where did I store that document?

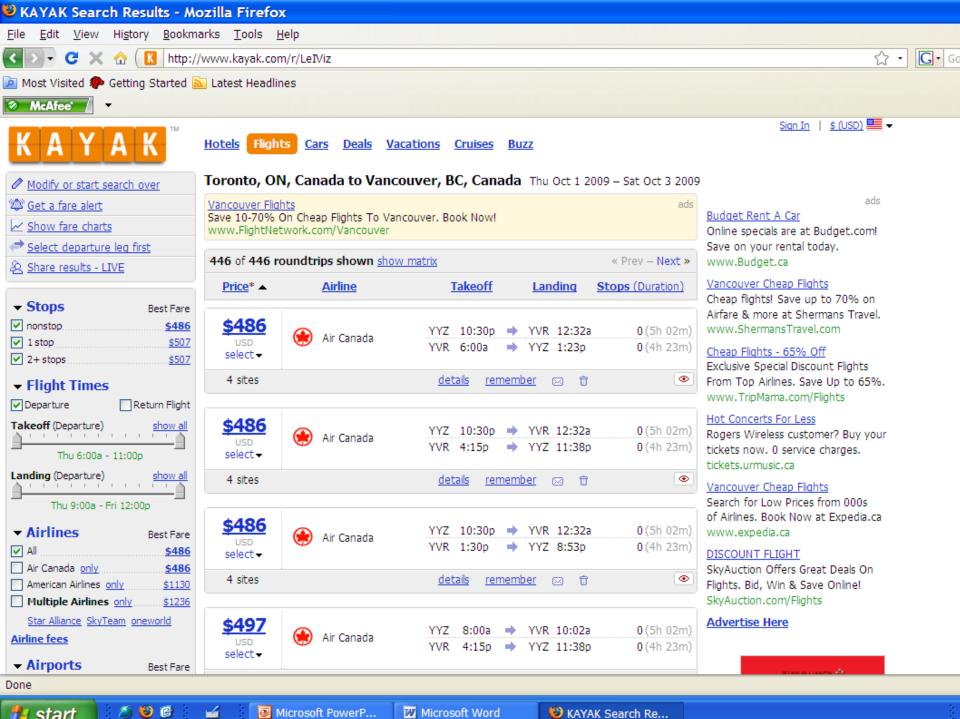
- Don't waste time looking for electronic copies of documents
- Use the same folder structure on your computer hard drive and in your email Inbox sub-folders



Your one stop travel shop

- Searches all other travel sites
- Flights and hotels
- You filter results to find what you want
- www.kayak.com
- Also <u>www.tripadvisor.com</u>



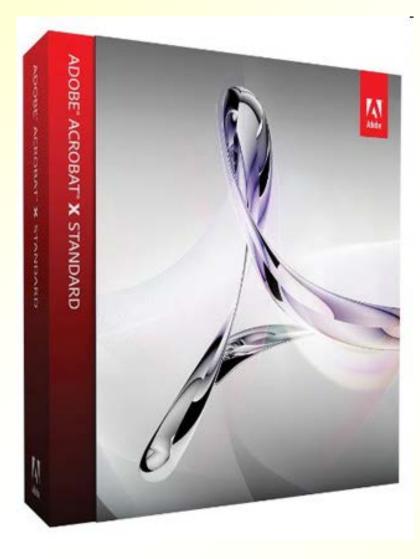


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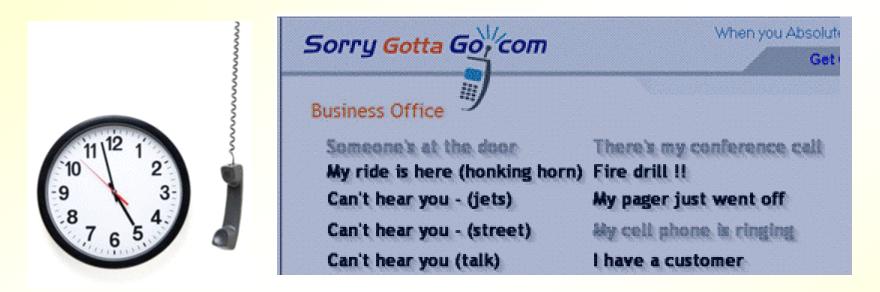
KAYAK Search Re...

Adobe Acrobat X Professional



- Create/Edit .pdf files
- OCR
- Portfolios
- Security
- Forms
- Email archiving

Dealing with a chatty caller



- Need help to get off the phone?
- www.sorrygottago.com can help

Bad cheque fraud

How bad cheque frauds work



- Contrived legal matter
- Basic goal: have you run fraudulent certified cheque through your trust account
- You disburse funds on the bad cheque
- Fraudster gets real money
- You get shortfall

Common types

- Bad debt collection
- Spousal support collection

 "Collaborative law participation agreement"
- Business loan
- Inventory purchase loan
- Refund of retainer/deposit





RETAINER FOR LEGAL SERVICES

to prosecute any GEORGE GRAHAM , hereby employ legal action that I may have for various actions and generally to take such action and to conduct such investigation and proceedings as you may consider necessary or proper on my behalf, and for doing, this shall be your good and sufficient authority.

In the course of acting for me, you are hereby authorized to employ such counsel, agents or experts as you deem necessary, and I authorize you to incur such disbursements in that regard.

In further consideration for the execution of this Retainer by the sum of \$ 3,000.00 , which sum shall be play deposit with in trust and used only to defray fees and disbursements incurred and related solely to the subject matter of this Retainer.

I acknowledge that I will be jointly and severally responsible to pay your accounts concerning services performed on my behalf as they are rendered unless other terms of payment are agreed upon.

based on hourly rates, time spent, the complexity of the case, the risks taken be and the guality of the results achieved. I acknowledge that the hourly rates of those likely to work on this file are as follows:

counsel	\$425.00
Law Clerk	\$120.00

I acknowledge that the fee schedule may change from time to time. I understand that disbursements will be payable in addition to fees, and that I am responsible for payment of disbursements when they are incurred, unless other arrangements are agreed.

I acknowledge receipt of a duplicate copy of this Retainer, signed by LLP and myself.

Dated at Belleville; ONTARIO this 19th day of July 2011.

Willie king

Witness

Witness



Minimum .2 per hour - no maximum Telephime attendances and record thereof Correspondence received or delivered including e-mail and record thereof. Minimum .2 per hour - no maximum All lawyer out of office services, including out of office meetings, research, Minimum \$3,500.00 for each day, case conferences, motions, appearances before any board, tribunal, or court, \$2,000.00 for each half day or part thereof. attendances at discovery or other examination, hearings, pre-trials and | Subject to such higher rate for services mediations. after 6:00 pm, and as outside or additional counsel may require.

* Consultations and preparation of documentation, so well as preparation for and attendance at discoveries, motions, case conferences, mediation, pre-trial, or trial may in the sole discretion of the require the assistance of a legal assistant, and I we agree to pay for all such charges at the rate of \$110,00 per hour

** An additional charge of \$150.00 per hour will apply to rush services, as well as evening (after 6:00 pm) or weekend services rendered. All fees are exclusive of applicable HST, court costs, travel and other disbursements including a miscallaneous charge for fax, photocopy, printing, and postage which shall be charged as disbursements.

It is hereby acknowledged and agreed that all accounts of the state of bear interest in the rate of 1.5% per month 18% per annum commencing one month from the date of such account.

I we further agree that failure to deliver clear instructions or any information requested, or to respond to correspondence or telephone calls, or to deliver any sum claimed by way on an account or requested by way of further or refreshed stations shall entitle the state of the second of the services and to take no further proceedings including interwise necessary attendances at scheduled events including mediations, discovery, motions, conferences, pre-trial or trial, and Sectore and the stall be at liberty to remove themselves as my our lawyer of record.

The undersigned acknowledges receipt of a copy of this Retainer Engagement letter and promises to forthwith deliver to an initial retainer of \$3,390.00, and such further retainer as may be requested from time to time.

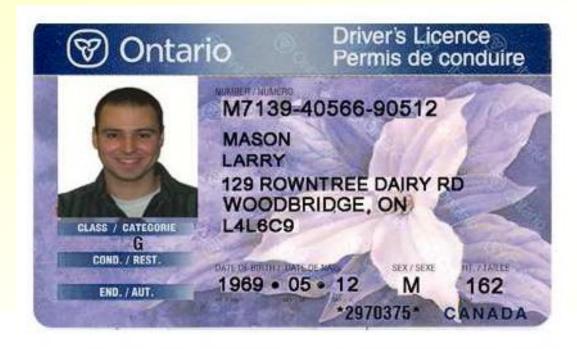
DATED this 7 day of July, 2011

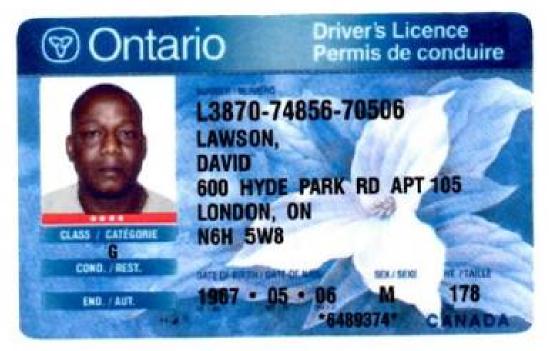
Jointly and Severally:

GSX Technology Solutions Per:

FRED WILLIAMS Name: THE MANAGING DIRECTOR I have authority to bind the corporation

Client Initial: T (a)





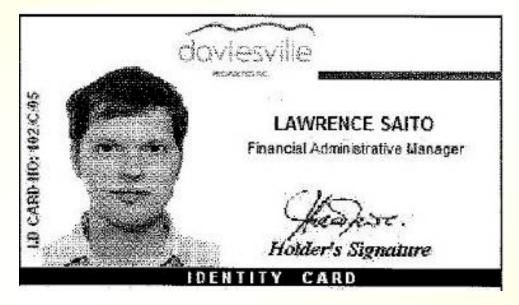














Issued: 06- July- 2010



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中华人民共和国外交都请各国军政机关对将照人予以通行 的使利和必要的协助。

The Ministry of Foreign Affairs of the People's Republic of China requests all civil and military authorities of foreign countries to allow the bearer of this passport to pass freely and afford assistance in case of need.





COLUMN 2

类型/ Type 国家码/ Country Code CHN

伊班马 / Passport No. G15459813

HI / formation

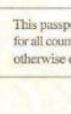
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This passport is valid for all countries unless otherwise endorsed.

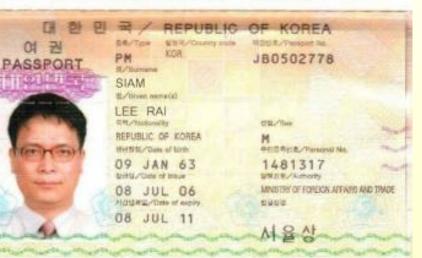
8

소지인의 서명 Contens Signature of bearer

이 여원은 뱀도의 기패가

없는 한 모든 국가에서

鲁直带.







diminta semua yang berkenaan supaya membenarkan pembawa pasport ini lalu dengan bebas tanpa halangan atau sekatan dan memberi apa-apa jua pertolongan dan perlindungan yang perlu kepadanya.

These are to request and require in the name of the Supreme Head of Malaysia all those whom it may concern to allow the bearer to pass freely without let or hindrance, and to afford the bearer such assistance and protection as may be necessary.

Pasport / Passport

MALAYSIA

p



Nama / Mama **IZADDIN BIN ARIS** Warganegara / Nationality MALAYSIA Tempel Lahir / Place of Birth KEDAH Jantina / Sex LELAKI-M

Tarikh dikeluarkan / Date of Issue

Pejabet Pengeluar / Issuing Office

KUALA LUMPUR

13 APR 2008

Janis / Type Kod Negara / Country Code

MYS

No. Pasport / Passport No. A15640175

No. Pengenelan / Identity No. 511110025431 Tartich Lahir / Date of Birth 10 NOV 1951 Tinggi / Height 168 cm Tarikh Tarnat Sahlaky / Date of Expiry 13 APR 2013

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日本国民である本旅券の所持人を通路故障なく旅行させ、かつ、同人に必要な保護扶助を与えられるよう、



P<JPN<<NAKAMURA<<ELIZABETH<<<<<<<<<

日本国民である本旅券の所持人を通路故障なく旅行 させ、かつ、同人に必要な保護扶助を与えられるよう、 関係の諸官に要請するにかり

The Minister for Fringer Affind of Japan regenets all these when it may amove to allow the barrer - Japanese maternal to pass findy and without hendrance and in one of mod to affend him or his every possible and and protection

日本国外的大臣

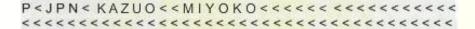


P<JPN<<ZAIRA<<HOSHIKO<<<<<<<<<<

日本国民である本旅券の所持人を通路故障なく旅行させ、かつ、同人に必要な保護扶助を与えられるよう、



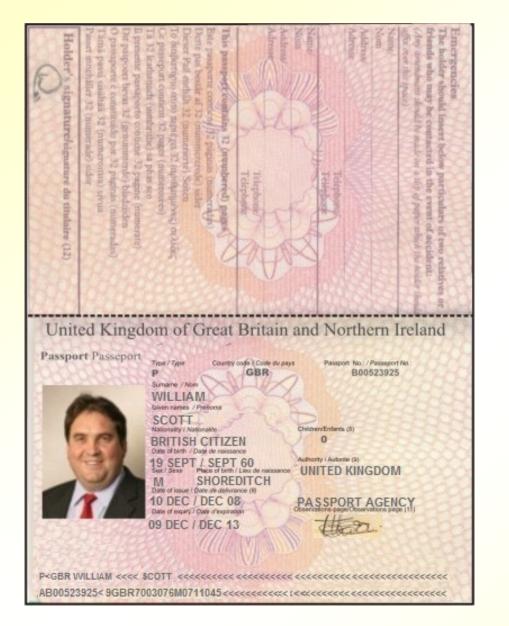








JAPAN 旅游 K0129M8924 JPN. PASSPORT BEVERLY MACKENZIE 12 MAY 1959 JAPAN 10.044 TOKYO WITH IS NOTING OF Links 05 AUG 2009 Tegsi 4 05 AUG 2019 ONTELLATE-SENERAL OF JAPAN







DLC SOLICITORS LTD.

38 Railway Road, Darwen, Lancashire, BB3 2RJ, United Kingdom. Office: (44)-702-405-3696 Fax: (44)-844-774-8720

Ref: TINAGEWANG (MR)

Date: 9/9/10

RE: VERIFICATION OF IDENTITY

1. Mathew Swanne, Esq. of the above named Law Corporation affirm/swear that I am the Legal Counsel to the above named person and that in lieu of photocopying his Driver's License and his International Passport of the People's Republic of China, I have duly verified his Identity by personally viewing these Identification Documents.

That I have also taken the following information from such Identification Cards

Name: TINGGE WANG Sex: MALE Passport Number: G1549813 Country of Birth: CHINA (PEOPLES' REPUBLIC) Date of Birth: 21/6/44 Present Residential Address: X 29 SHOREDITCH HIGH STR. EAGLAND.

With the below Seal and Signature, I hereby confirm that the above information is true of my client and that all the necessary support should be rendered him for the purpose of purchasing a property in Canada.

MATTHEW SINANNO Name	,L.	Aure	
	O ate		

LANKom Electronics Co. Ltd.

7F, No.5, Lane 345, Yang Guang Street, Neihu, Taipei 114, Taiwan R.O.C Tel:(898)-2-8905-9777 Fax:(885)-2-2858-3030

POWER of ATTORNEY

LANK/TRANS/XBH/FIL/09312/09/11

September 26th, 2011

The company LANkom ECTRONICS Co, Ltd. with the seat at 7F, No.5 Lane 345, Yang Guang Street, Neihu, Taipel 114, Taiwan R.C.O., represented by its Chairman Mr. Albert Llu, gives hereby the power of attorney to Cynthia L. Spry of Babin Barristers LLP with the seat at 65 Front St. E, Suite 101 Toronto, ON MSE 1B5 Conoda, to acts and deal on behalf of the above said company.authority has been given Babin Barristers LLP to collect debt owe to LANkom Electronics Co Ltd from Arthur Electric Inc with the seat at 44 East House Crescent Cobougrg, Ontario K9A 5K3 Canada

Invoice description of goods supplied will be sent to our legal firm as we have authorized his firm to contact your company for necessary action.

Yours truly,

Chairman/CEO

LANkom Electronics Co Ltd

CC:LANkom Electronics Co Ltd

CC: Babin Barristers LLP

CC:Arthur Electric Inc

ing Directo 1.78.83

Chairman / CEO SO, LIMI

Board of Directors: David Su, George Ho, Albert Liu, Adam Rossi



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company No. 5913370

The Registrar of Companies for England and Wales hereby certifies that DVT TRADING LIMITED

is this day incorporated under the Companies Act 1985 as a private company and that the company is limited.

And that the said company is authorised to transact its business subject to all UK laws applicable to the company and its business

Given at Companies House, Cardiff, the 6th March 1998

E.P. Duen MBS. E. P. OWEN For the Registrar of Companies

COMPANIES HOUSE

HERETA

CERTIFICATE OF REGISTRATION

of

DVT TRADING LIMITED

Registration Number: 5913370

I hereby certify that the above company incorporated on 6th March 1998 has today been registered at Companies House for the Companies Act 2006, implemented 1st October 2009.

PARTICULARS:

I GENERAL NATURE OF BUSINESS === General trading. Third party agency, commodity brokerage, sales and purchase representation etc ===

II. ADDRESS OF THE PRINCIPAL PLACE OF BUSINESS: 17 Bridge Street Halesworth Suffolk IP19 8AB

Chief Executive and Registrar of Companies for England and Wales 16/10/2009

Gareth Jones OBE







JEFFEBY LIVN ESQ. Wills, Trusts, Real Estate & Loans, 1-519-722-1564, Email: jelinin398 a lawyers.com

BY THIS DEED, commencing on April 14s , 2008 and terminating on April 15s , 2010 (24 Months) the parties mutually agree to be bound by the Tenns and Conditions of Agreement:

Principal Loan Amount: \$ 485,000 U.S Undersigned Cumulative Payments: \$ 530,169,64 Undersigned Monthly Payment : \$ 22,090.40 Due for first payment after 5 months:

FOR THE VALUE TO BE RECEIVED, Mr. Roger Bayda (Borrower) Tatonto, Ontario; acknowledges himself indebted to Mr. Mark Rudio (Lender) of Branford, Ontario. The borrower promises to pay back to the order of lender or as otherwise directed in writing the sum of \$ 485,000 U.S (Four Hundred and Eighty Five Thousand Dollars) With interest hereupon at rate 8.70% Per Annum calculated monthly, not in advance but before demand and mutually until paid off.

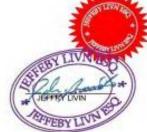
The lender may assign all of its rights, title and interest herein, to and under of this promissory note. All payments required to be made hereunder shall be made by the Borrower without any right of set off or counterclaim.

GUARANTEE OF PAYMENT:

The under signed, hereby unconditionally guarantee (s) the payment of this promissory note and all extensions or renewals thereof. The under sign further agree (s) to pay for the cost of collection which is the bank transfer charges often required by the transferring agency and also charges incidental to the enforcement of right under the security given for this note: All with notice to or consent of any the undersigned and without affecting liability of the undersigned heraunder, any of whom maybe sued by the holder with or without joining of the other endorsers or makers of this note and without first or contemporaneously suing such other person.

Given Under the hand and seal of the Undersigned.





ROGER BAYDA



SHEARN DELAMORE & CO. NO.42, JALAN SULTAN AHMAD SHAH PENANG 10500 MALAYSIA. TEL:603 6272 8878 FAX:603 2116 5999



BY THIS DEED; commencing on the 22nd August, 2008 and termination on Feb 21,2011 the parties mutually agree to be bound by the Terms and conditionof the Agreement;

FOR THE VALUE TO BE RECEIVED, MR Gary Wong (Borrower) of Block 43b Jalan PJ 10 Bander Burkit Kenpong .Penang 10520.Malaysia; here by acknowledge himself indebted to Mr Izadin Aris (Lender) Of No.07 apartment harmony, jalan damasar. Pennag 10508. Malaysia: The borrower promise to pay back to the order of the lender or as otherwise directed in writting the sum of \$450,000USD(Four hundred and fifty thousand dollars) with interest hereupon at the rate of 20% for the period of 30 Months, not in advance but before demand and mutually until paid off.

The lender may assign all of its right, title and interest herein, to and under of this promissory Note; All payments required to be made hereunder shall be made by the borrower without any right of sett of or counterclaim.

GUARANTEE OF PAYMENT:

The undersigned, hereby unconditionally guarantee(s) the payment of the promissory note and all extensions or renewals thereof; The undersigned further agree(s) to pay for the cost of the collection which is the bank charges and also charges incidental to the enforcement of the right under the security given for this notes; All with notice to or consent of any of the undersigned without affecting the liability of the undersigned herounder, any of whom may be sue by the holder with or without joining of the other endorsers or makers of this notes.

GIVING UNDER HAND AND SEAL OF THE UNDERSIGNED.

Garv Wong

Izaddin Hin Aris

Anmad Hawar



JOHN HILTO, INC.		GSX TECHNOLOGY SOLUTION	15				
Dear We were invited by IIIIAN 140 to make the payment in generation. Due to fact that the seden are invited invited in a set of the the receipt of the decise in much letty. If the is decised invited in a set of the the receipt of the decise of the decise is involved. Set of the set of the set of the set of the the receipt of the decise of the decise of the decise is decised invited in a set of the set of the decised decise of the decise of the decise is the decise of the set of the decise of the decised decise of the decise of the decise is the decised of the set of the decise of the decise is the decised of the decised of the decised decise of the decise and the decised of the decised of the decised decise of the decise of		3 3 3 Copy of Short Sector 3 3 4 Copy of Short Sector Discover Sector 3 3 4 Copy of Sector Discover Sector Discover Sector 3 3 4 Discover Sector Discover Sector Discover Sector 4 3 2 March Sector Discover Sector Discover Sector 4 4 2 Sector Discover Sector Discover Sector 1 3 2 Sector Discover Sector Discover Sector 4 4 2 Sector Discover Sector Discover Sector 1 3 2 Discover Sector Discover Sector Discover Sector 1 3 2 Discover Sector Discover Sector Discover Sector Discover Sector 1 1 Discover Sector Discover Sector Discover Sector Discover Sector 1 1 Discover Sector Discover Sector Discover Sector Discover Sector <th>ress Testin Testin Testin Testin Testin Testin Testin Testin Testin</th> <th></th> <th></th> <th></th> <th></th>	ress Testin Testin Testin Testin Testin Testin Testin Testin Testin				
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Collaborative Law Participation Agreement (If Children are included, include III)

	KANAKO YUJI	and
	JOHN YUJI	
and their lawyers:	KENNETH L. HARDISON	and
	DEBRA ARMBRUSTER	"the Lawyers"

have chosen to enter into this Agreement to use the principles of the Collaborative Law Process to settle the issues arising from the dissolution of their relationship.

I. Furpess

The primary goal of the Collaborative Law Process is to settle the outstanding issues in a non-adversarial manuer. The Partles aim to minimize, if not eliminate, the negative economic, social and emotional consequences of protracted lititation to themselves and their family. The Parties have retained Collaborative lawyers to assist them in reaching this goal.

IL Communication

The Parties intend to effectively communicate with each other to efficiently and economically settle the dissolution of their relationship. Written and verbal communications will be respectful and constructive and will not make accusations or claims not based in fact. It is agreed that communication during settlement meetings will be focused on the economic and parenting issues in the dissolution and the constructive resolution of those issues. The Parties are encouraged to discuss and explore the interests they have in achieving a mutually agreeable settlement, and each is encouraged to speak freely and express his or her needs, desires, and options without criticism or judgement by the other. Although the Parties should be informed by their

lawyers about, and may discuss with each other, the litigation alternatives and the outcomes they might attain, neither Party nor their lawyers will use the threat to withdraw from the process or to go to court as a means of achieving a desired outcome or forcing a settlement.

III. Children's Issues

In resolving issues about sharing the enjoyment of and responsibility for any children, the Parties Agree to make every effort to reach amicable solutions that promote the children's best interests. The Parties agree to act quickly to mediate and resolve differences related to the children to Promote a caring, loving and involved relationship between the children and both parents. The Parties acknowledge that inappropriate communications regarding their dissolution can be Harmful to their children. They agree that settlement issues will not be discussed in the presence Of their children, or that communication with the children regarding these issues will occur only If it is appropriate and done by mutual agreement, or with the advice of a child specialist, The Parties agree not to make any changes to the residence of the children without first obtaining the written agreement of the other Party.

IV. Participation with Integrity

Each participant shall uphold a high standard of integrity, and shall not take advantage of Inconsistencies or miscalculations of the other, but shall disclose them and seek to have them Corrected.

is obliged by law to report to the Superintendent of Family and Child Services information arising out of the collaborative process which gives the party or Collaborative Professional reasonable grounds to believe that a child may be in need of protection.

xy. Rights and Obligations of Settlement

Although the parties have agreed to work outside the court system, the parties agree that: A, neither Party will dispose of any assets except by an agreement in writing. B. neither Party may harass the other Party; and

C, all available insurance coverage must be maintained and continued without change in coverage or beneficiary designation.

D. it is further agreed that JOHN YUJI is to pay KANAKO YUJI the sum of \$648,450 USD (Six Hundred and Forty Eight Thousand Four Hundred and Fifty Dollars) for the period date April 14th, 2010 to October 14th, 2010.

XVI. Enforceability of Agreements

In the event that the Parties require a temporary agreement during the Collaborative Law Process, the agreement will be put in writing and signed by the Parties and their lawyers. If either Party withdraws from the Collaborative Law Process, the written agreement is enforceable and may be presented to the court as a basis for an Order, which the Court may make retroactive to the date of the written agreement. Similarly, once a final agreement is signed, if a Party should refuse to honour it, the final agreement may be presented to the Court in any subsequent action.

XVII. Acknowledgment

Both Parties and their Jawyers acknowledge that they have read this Agreement, understand its terms and conditions, and agree to abide by them. The parties have chosen the Collaborative Law Process to reduce emotional and financial costs, and to generate a final agreement that addresses their concerns. They agree to work in good faith to achieve these goals.

Dated; 24/3/2010

JOHN YUJI

Dated: 24/3/2010

KANAKO YUJI

DEBRA ARMBRUSTER Lawver for KANAKO YUJI

KENNETH L. HARDISON Lawver for JOHN YUJI

ENTITLEMENT SETTLEMENT AGREEMENT

Mr. Cheng Kaidence (hereinafter "Cheng") and Mrs. Jaclyn Kaidence. (hereinafter "Jaclyn")

agree as follows:

1) Mr. Cheng Kaidence owes Mrs. Jaclyn Kaidence the sum of \$950,500.00 USD("the Debt"):

2) Mr. Cheng Kaldence has paid the sum of \$251,500.00 USD to Mrs. Jaclyn Kaldence from a total debt \$950,500.00 USD on this day July 01,2009, on account of the debt.

3)Mr. Cheng Kaldence is to pay the remaining balance of \$699,000.00 in three monthly installments

of \$233,000.00, \$233,000.00, \$233,000.00 to Mrs. Jaclyn Kaidence on or before May 12, 2010, June 7, 2010, July 28, 2010 as stated below.

The sum of \$233,000.00 shall be paid on or before May 12, 2010 The sum of \$233,000.00 shall be paid on or before June 7, 2010 The sum of \$233,000.00 shall be paid on or before July 28, 2010

4) The unpaid principal balance will accrue 10% simple interest until the Debt is paid in full and interest accrued will be added to each such payment.

5)All such payments will be made by either.

a. Certified or cashier's chek payable to Mrs. Jaclyn Kaidence or any individual/person/attorney

as required by Mrs. Jaclyn Kaidence.

6) If any such payment is not made on time, Mrs. Jaclyn Kaidence shall be entitled to declare

to Mr. Cheng Kaidence that the entire Entitlement is due and payable and to immediately

enter judgement against Mr. Cheng Kaidence for the unpaid amount of the Entitlement

plus accrued interest in any court having jurisdiction.

adure Mr. Cheng Kaidence

Date: 25/8

Kensuke Ohnuki Esg.

nalim Mrs. Jaclyn Kaldence

Date:

Masayuki Honda Esg.

Aug 12th, 2011

Dear

The purpose of this is to convey to you our sincere apologies for any inconvenience you might have experienced in respect to the remittance of due loan we owed William Brock.

We are not disputing this claim. Consequently, we have directed our financial institution to draft a payment to you which is attached to this letter, and we plead that this case is handled without resulting to any form of litigation. Because of this serious oversight, and as a testament for our appreciation for his kindness to the company, we are going to provide you with the utmost ability to have remainder of the funds owed, remitted ASAP.

Sincerely,

Roy Legan Trimar Steel 3002 Broadway Street 6 DN N3B 223

(519) 66 4 3682. Enoch issues cheques





27-43248 ACCUTABLE AT CURRENT DRYING MATCHOR, DEMAND, DACHARGE ON CARACA. CIB NESCONALE AN COURS ACRETE IN BALAGUE IN SUR INVESTIGATION AND A CREATE 4234 4030 8 INTERNATIONAL BANK DRAFT / TRAITE DE BANQUE 08222 MEADOWVALE TOWN CENTRE 2009-11-09 DATE **MISSISSAUGA ON** DAVID LAWSON Y/A M/M D/J BRANCH CENTRE BANCAIRE NAME OF REMITTER / DONNEUR D' ORDRE TRANSITINO N° D'IDENTIFICATION PAY TO THE. ORDER OF \$******380.000.00 PAYEZ À L'ORDRE DE THE SUM OF AMOUNT IN FEMALES. MONTANT OF COMPARES LA SOMME DE CANADIAN DOLLARS FOR CANADIAN IMPERIAL BANK OF COMMERCE AMOUNT IN WORDS - MONTANT ENLIETTIGES FOUR LA BANQUE CANADIENNE IMPERALE DE COMMERCE. MA TRANSCE TEL OFF INCOME. AND ADDRESS. CANADIAN IMPERIAL BANK OF COMMERCE FIRE: TORONTO CANADA DETENDED OFFICIER

423440308 109502*0101: 08222*2743248*

REC	Royal Bank of Canada Banque Royale du Canad rononto, on	To JPMorgan Chase Bank, N.A. Synacuso, NY 13206	DATE	2011 / 07 / 12
	RE ORDER OF ORDER DE	E 479846 DOLS O	© CTS	\$479,846.00
LARRY	MASON	jak	ninghal	2a



No. 2368974 **Bank of America Cashier's Check** Notice to Purchaser - In the event this check is lost, misplaced or stolen, a sworr 30-1/1140 JUNE 24, 2011 Date statement and 90-day waiting period will be required prior to replacement. This Check should be negolated within 90 days. 0002368974******* *\$289,650.00 ALLEN HOSHIKO Remitter (Purchased By) 289,650.00** 06-2005 Pay **TWO HUNDRED EIGHTY NINE THOUSAND SIX HUNDRED FIFTY DOLLARS AND 00 CENTS* -3774B To The 21-14. orrer Order Of Authorized Signature VOID AFTER 90 DAYS Bank of America, N.A. "2368974" :114000019: 13970"85076" HOLD DOCUMENT TO THE LIGHT TO VIEW TRUE WATERMARK HOLD DOCUMENT TO THE LIGHT TO VIEW TRUE WATERMARK



CHASE	CASHIER'S CHECK	9049302603 25-3
	Remitter DAVID M. BAKER	Date 08/26/2010
Pay: ONE HUNDRED FOURT	Y FIVE THOUSAND DOLLARS AND 00 CENTS	\$ ***********145,000.00 ***
Pay To The Order Of	Dis	JPMORGAN CHASE BANK, N.A.
		Under Understein Infor Vice President Morgan Chasee Bank, N.A. Aumbus, OH

"9049302603" :044000037: 758661425"

PAY TO THE ORDER OF	61-118620 Date/Fecha: 08/31/2011
	- 1
Paguese por este cheque a lo orden de ***THREE HUNDRED EIGHTY NINE THOUSAND NINE HUNDRED D	*****\$389,900.00***** OLLARS AND 00 CENTS***
Remitter/Remitente: JOHN HILTON Description/Description: JOHN HILTON,INC. Ompass Bank Birmingham, AL 35223	Анирина дой на





Don't let your guard down



- Getting very sophisticated!
- Watch for red flags
- Dig deeper if things don't add up
- Cross-check facts
- Terminate retainer if not sure
- <u>Only</u> wired funds via LVTS are irrevocable!!

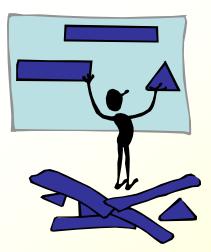
More info on fraud prevention

- www.AvoidAClaim.com blog
- LawPRO Fraud Fact sheet
- Report suspicious matters to <u>fraudinfo@lawpro.ca</u>
- CALL FOR HELP
- www.practicepro.ca/fraud



Implementing all this Stuff!!

- Resolve to make changes
- But not all at once
 - Baby steps will get you there



- Pick the things that will help you
- Put them on your calendar or to do list
 - Immediately; next week; next month; 6 months

Places to learn more:



www.practicepro.ca



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"Avoid A Claim" Blog

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soom by Dorrowly Kouroshimo

Collaborative law agreement scam by Jennifer Wong

February 08, 2011 By: FraudInfo Category: <u>Confirmed frauds</u>

Through late January and early February several Ontario lawyers have reported receiving the below message from the purported Jennifer Wong.

—— Original Message —— From: Jennifer Wong To: mmmrrrsssjjjbbb@att.net Sent: Monday, February 07, 2011 2:04 PM Subject: Divorce Settlement

Dear Counsel,

Practice aids

My name is Jennifer Wong. I am contacting your law firm with regards to a divorce settlement with my ex husband Richard Wong who reside in you jurisdiction. We had an out of court agreement for him to pay me the amount of \$550,450.00 at this time have only received the amount of 44,000.00. I am seeking the help of your law firm to collect the balance from him as he has agreed to pay me the money, but have been inconsistent with the date. I believe that with the help of your law firm he will be willing to pay in order to avoid litigation.

I look forward to your response on this matter.

Thanks.

Jennifer Wong.

This appears to be a bad cheque scam (for details on how these work see this earlier $\underline{AvoidAClaim\ post})$

If you have been targeted by this fraud, please forward any of the emails you have received to <u>fraudinfo@lawpro.ca</u>.

Call LAWPRO (if you are an Ontario lawyer) at 1-800-410-1013 (416-598-5899) if you suspect you are acting on a matter that appears like it might be a fraud. We will talk you through the common fraud scenarios we are seeing and help you spot red flags that may indicate you are being duped. This will help you ask appropriate questions of your



2010 Award Winner CLawBies

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BLOGROLL

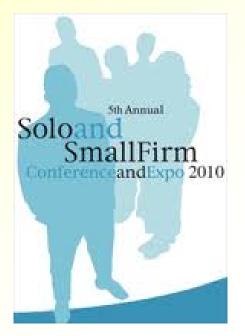
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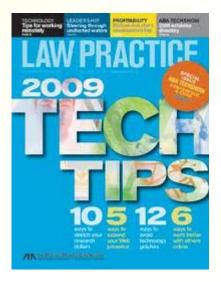


LSUC/OBA Solo & Small Firm Conference

May31-June 1, 2011

ABA Law Practice Magazine









Thanks and questions please!!



www.titleplus.ca



www.lawpro.ca



www.practicepro.ca

Contact Info

Dan Pinnington, BSc, LLB/JD Director, practicePRO, LawPRO, Toronto, Ontario (416) 598-5863 or 1-800-410-1013 dan.pinnington@lawpro.ca www.practicepro.ca and www.lawpro.ca

- Connect with me:
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