

Andrew Winton

From: Jeff C. Hopkins <jhopkins@grosman.com>
Sent: July-17-14 4:03 PM
To: Rocco DiPucchio; Andrew Winton; Mitchell, Jeff (jeff.mitchell@dentons.com)
Cc: Theresa (Terry) Vandervoort
Subject: FW: Conflict Check
Attachments: H&A Letter of Engagement - B. Moyse - 2014-07-17.pdf

Counsel:

Attached is the (draft) engagement letter for review. While our Firm would be retaining H&A, I'm advised that the invoicing clause has a provision under which we would instruct H&A to redirect billing to Catalyst. I have not yet relayed Andrew's imaging requests, but I don't anticipate any issues.

The imaging can be conducted (and I assume completed) on Monday, July 21. Given the need to complete the imaging prior to Mr. Moyse reviewing any Catalyst documents on his computer devices, we cannot commit to delivering the AOD on Tuesday, July 22. However, we should be able to deliver the AOD on the 23rd.

Once I receive your confirmation that the engagement letter is agreeable, I will confirm with H&A for Monday.

Jeff C. Hopkins
 Partner



390 Bay Street, Suite 1100, Toronto, Ontario, M5H 2Y2
 Tel: 416-364-9599 Fax: 416-364-2490
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From: Harold Burt-Gerrans [<mailto:HBurt-Gerrans@haediscovery.com>]
Sent: Thursday, July 17, 2014 2:55 PM
To: Jeff C. Hopkins
Subject: RE: Conflict Check

Good Afternoon Jeff

Please find attached the Letter of Engagement for the B. Moyse matter. Please return the executed copy via fax or email at your earliest convenience.

Thank-you for retaining us on this matter. I look forward to working with you and your team.

Regards,
 Harold

Harold Burt-Gerrans

Director of Litigation Services | H&A eDiscovery | 2680 Matheson Blvd. E., Suite 204, Mississauga ON, L4W 0A5
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204 -- 2680 Matheson Blvd E.,
Mississauga, ON L4W 0A5



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July 17, 2014

PRIVILEGED & CONFIDENTIAL

VIA ELECTRONIC MAIL

Grosman Grosman & Gale LLP
390 Bay Street, Suite 1100,
Toronto, Ontario, M5H 2Y2

Attn: Mr. Jeff C. Hopkins, Partner

Dear Mr. Hopkins:

Re: Letter of Engagement to Provide Computer Forensic Services
B. Moyse matter

This letter of engagement will confirm that Grosman Grosman & Gale LLP ("Grosman") have retained H&A eDiscovery Inc. ("H&A") on behalf of its client, Mr. B. Moyse, as computer forensic experts, to assist with the forensic preservation of a laptop, iPad and a smart phone device.

This letter of engagement is based on the information provided in our telephone conversation on July 16, 2014.

SCOPE OF PROFESSIONAL SERVICES

Based on instructions received from you, the scope of our professional services will include, amongst others, the following:

- (1) Forensically Acquire Digital Evidence:
 - a. Capture forensic images of a laptop computer hard drive, an iPad and a smart phone device. The forensic images will be created using industry standard tools and methodologies. The images will be authenticated to be

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true and accurate copies of the original media. All steps will be fully documented and supplemented by digital photographs, when appropriate.

- b. Create a working copy image of each forensic image and verify that each working copy image is a true and accurate copy of the original image.

(2) Formal Report:

If required, prepare a formal report which documents our analysis, findings and actions including schedules and appendices, where deemed necessary.

If additional professional services are required, we will prepare an addendum to this proposal detailing the scope and the associated estimated fees. No additional professional services will be rendered until verbal instructions and/or written approval is received from Grosman.

CONFIDENTIALITY

We understand that all communications between H&A and Grosman, either oral or written, as well as any materials or information developed or received by us will be treated by us as confidential. Accordingly, we agree, subject to applicable law(s) or court order(s), not to disclose any of our communications, or any of the information we receive or develop in the course of our work, to any person or entity apart from Grosman, or such other persons or entities as Grosman may designate.

If access to any of the materials in our possession relating to this engagement is sought by a third party, we will notify you immediately of such action and cooperate with you concerning our response thereto.

PROFESSIONAL FEE ESTIMATE

All billings for this project will be addressed to Grosman unless instructed otherwise. Our fees are not contingent upon the outcome of the proceedings or the quantum involved. They are charged strictly on a professional basis, e.g. for actual professional time expended on the engagement multiplied by the hourly rate of the professional involved.

Based on the work as detailed in the "Scope of Professional Services" section above, we estimate the professional fees, excluding applicable taxes and out-of-pocket disbursements, will be:

- a) Forensically image a laptop computer hard drive, an iPad and a smart phone device at the office of Grosman's and create working copies of the respective forensic images in our Mississauga office.(\$310 per hour)..... \$2,000 to \$2,500



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b) Preparation of a Formal Report, if required.....To Be Determined

All billings are payable upon receipt.

CONFLICT OF INTEREST

We have been provided the names of the parties involved in this matter and have conducted a firm wide conflict of interest check. We confirm that we do not have either a direct or perceived conflict of interest with the parties involved with this matter. Should a conflict arise, we will notify you immediately.

CONCLUSION

If the terms and conditions of this contract are acceptable to you, please sign this letter of engagement and return it to us. Upon receipt of the signed letter of engagement, we will commence the assignment.

We would like to take this opportunity to thank you for retaining our firm and we look forward to working with you. If you have any questions regarding the above, please do not hesitate to contact me directly.

Yours truly,



H&A eDISCOVERY INC.

Harold-Burt-Gerrans, B.Sc
Director, Litigation Services

The above professional services and terms to be provided by H&A eDiscovery Inc. are hereby agreed to and accepted by:

Jeff C. Hopkins, Partner
Grosman Grosman & Gale LLP

Date

