

August 30, 2024

Dear Applicant,

Re: Your request for access to information under Part II of the Access to Information and Protection of Privacy Act, 2015 (JPS/131/2024)

On July 12, 2024, Justice and Public Safety received your request for access to the following records/information:

Invoices, bills, and other information relating to the cost, incurred as of today's date, of external legal counsel retained for the purposes of bringing the Provincial Government's challenge of the constitutionality of the equalization formula, including in relation to court action filed in the Supreme Court of Newfoundland and Labrador General Division bearing action no. 2024 01G 3557.

The Deputy Minister for JPS has reviewed and wishes to advise access has been granted to some of the requested information (see attached). Access to the remainder of the information has been exempt from disclosure pursuant to the following exceptions under the **Access to Information and Protection of Privacy Act, 2015** (the Act):

Disclosure harmful to personal privacy

40. (1) The head of a public body shall refuse to disclose personal information to an applicant where he disclosure would be an unreasonable invasion of a third party's privacy.

As required by 8(2) of the Act, we have severed information that is unable to be disclosed and have provided you with as much information as possible in accordance with the Act.

Please be advised that you may ask the Information and Privacy Commissioner to review the processing of your access request as set out in section 42 of the Act (a copy of this section has been enclosed for your reference). A request to the Commissioner must be made in writing not later than 15 business days of the date of this letter or a longer period that may be allowed by the Commissioner. The appeal may be addressed to the Information and Privacy Commissioner as follows:

Office of the Information and Privacy Commissioner
2 Canada Drive
P. O. Box 13004, Stn. A
St. John's, NL. A1B 3V8

Telephone: (709) 729-6309
Toll-Free: 1-877-729-6309
Email: commissioner@oipc.nl.ca

You may also appeal directly to the Supreme Court within 15 business days after you receive the decision of the public body, pursuant to section 52 of the Act (a copy of this section of the Act has been enclosed for your reference).

Please be advised that this request may be published on the [Completed Access to Information Requests](#) website. Requests will be posted when possible, but no sooner than three business days after a response is sent electronically, or five business days where a response is sent by mail. Please note that requests for personal information will not be posted online. Additional details regarding the process for publishing requests online can be found [here](#).

Should you wish to discuss, please feel free to contact me at ATIPPJPS@gov.nl.ca.

Kindest Regards

A handwritten signature in cursive script that reads "Filiz Conway".

Filiz Conway
ATIPP Coordinator

Access or correction complaint

42. (1) A person who makes a request under this Act for access to a record or for correction of personal information may file a complaint with the commissioner respecting a decision, act or failure to act of the head of the public body that relates to the request.

(2) A complaint under subsection (1) shall be filed in writing not later than 15 business days

(a) after the applicant is notified of the decision of the head of the public body, or the date of the act or failure to act; or

(b) after the date the head of the public body is considered to have refused the request under subsection 16 (2).

(3) A third party informed under section 19 of a decision of the head of a public body to grant access to a record or part of a record in response to a request may file a complaint with the commissioner respecting that decision.

(4) A complaint under subsection (3) shall be filed in writing not later than 15 business days after the third party is informed of the decision of the head of the public body.

(5) The commissioner may allow a longer time period for the filing of a complaint under this section.

(6) A person or third party who has appealed directly to the Trial Division under subsection 52 (1) or 53 (1) shall not file a complaint with the commissioner.

(7) The commissioner shall refuse to investigate a complaint where an appeal has been commenced in the Trial Division.

(8) A complaint shall not be filed under this section with respect to

(a) a request that is disregarded under section 21 ;

(b) a decision respecting an extension of time under section 23 ;

(c) a variation of a procedure under section 24 ; or

(d) an estimate of costs or a decision not to waive a cost under section 26 .

(9) The commissioner shall provide a copy of the complaint to the head of the public body concerned.

Direct appeal to Trial Division by an applicant

52. (1) Where an applicant has made a request to a public body for access to a record or correction of personal information and has not filed a complaint with the commissioner under section 42, the applicant may appeal the decision, act or failure to act of the head of the public body that relates to the request directly to the Trial Division.

(2) An appeal shall be commenced under subsection (1) not later than 15 business days

(a) after the applicant is notified of the decision of the head of the public body, or the date of the act or failure to act; or

(b) after the date the head of the public body is considered to have refused the request under subsection 16 (2).

(3) Where an applicant has filed a complaint with the commissioner under section 42 and the commissioner has refused to investigate the complaint, the applicant may commence an appeal in the Trial Division of the decision, act or failure to act of the head of the public body that relates to the request for access to a record or for correction of personal information.

(4) An appeal shall be commenced under subsection (3) not later than 15 business days after the applicant is notified of the commissioner's refusal under subsection 45 (2).



Government of Newfoundland and Labrador
Department of Justice and Public Safety
Office of the Deputy Minister

July 10, 2024

Mr. Patrick Girard
Stikeman Elliott LLP
1155 Rene-Levesque Blvd. W.
Montréal, Québec H3B 3V2

Dear Mr. Girard:

Re: Equalization Challenge

This will confirm the engagement of Patrick Girard of the firm Stikeman Elliott LLP (the "Firm"), effective May 30, 2024 to act in connection with the above noted matter.

Terms Specific to the Retention

The primary contact and instructing client within the Department of Justice and Public Safety will be Denise Woodrow.

The legal services (the "Legal Services") provided to the Government of Newfoundland and Labrador in accordance with this retention may include:

- Legal services required to advance the Province's constitutional challenge of the Government of Canada's federal equalization program; and
- Other legal services as agreed upon by the parties during the course of this retention.

This retention is subject to the following terms and conditions:

1. Conflict of Interest

The firm will have a solicitor and client relationship with the Province as a result of this retention. The Firm confirms that it is not currently subject to any mandate which would be in conflict with Government's interests in the above noted matter. On an ongoing basis, the Firm will ensure that they will not accept a mandate which would put them in conflict with Government's interests as they relate to any matters in which they are retained by the Province. Government acknowledges the Firm may continue to act on mandates, or accept new mandates, which are contrary to Government's interests where those mandates are unrelated to the above noted matter, provided that necessary steps are taken to protect Government's privileged and confidential information. Subject to its professional obligations to other clients, such as confidentiality and privilege, the Firm will inform Government of any new mandates that it has undertaken on this basis. In the

event that any potential conflict should be identified, it will immediately be communicated to Government and a mutually satisfactory resolution determined.

2. Staffing

It is expected that you will obtain advance written consent prior to involving other legal counsel or paralegals to provide services under this retainer.

The Firm confirms that this mandate will not create a conflict of interest, as defined under the Conflict of Interest Act or Part II of the House of Assembly Act for any partner, associate or employee of the Firm, other than such conflicts which have been disclosed by the Firm to Government at the time of this retention. In the event that a conflict of interest as defined above does arise or is identified during the mandate, the Firm will advise Government immediately.

3. Professional Fees and Disbursements

It is agreed that the billing rate will be in accordance with the attached Schedule of Hourly Rate. It is further agreed that there will be no duplication of services. No changes to this rate will be permitted without Government's prior approval.

Government's Executive Travel Rules as in force from time to time will apply to all necessary travel with respect to this engagement. Lawyers are expected to take advantage of advance booking rates for air travel, where reasonable.

Usual, non-overhead, out-of-pocket payments will be reimbursed, without markup, at actual cost. Government and the Firm may from time to time agree on a standard cost for certain disbursements. Document reproduction, binding and other disbursements will be reimbursed on the basis of the costs to your Firm where they are provided by a third party, or on a cost recovery basis for costs directly incurred.

Any consultants, experts and agents required to provide services and advice hereunder shall be engaged by the Firm, upon prior approval from Government and agreement between the Firm and Government respecting the billing arrangements for such engagements.

4. Billing

Invoices should be submitted monthly. The monthly accounts should identify services performed, the lawyer performing the services and the time taken to perform the services. The format for invoices should include the following:

- Summary Invoice – a one page summary of the Traditional Invoice below, containing only identifying information respecting the Firm, the matter, and the total amount of

the invoice in question. No time billing details should be contained upon this page. A sample of such a summary is attached as Schedule "A".

- Traditional Invoice – a complete bill with time details as is currently prepared as noted above.

Both of these documents should be submitted to the Department at the following address:

Department of Justice and Public Safety
4th Floor, East Block, Confederation Building
P.O. Box 8700, St. John's, NL, Canada A1B 4J6

Attention: Stephen Ring, Director Civil Division

Bills may also be submitted electronically. Electronic bills may be sent by email to JPSCivilDivision@gov.nl.ca. If a bill has previously been submitted electronically, it would assist our tracking for any subsequent paper version to indicate that it has been preceded by an electronic bill.

These requirements supersede any direction respecting billing process and requirements which the Firm may receive as a general Government contractor. In the event of any confusion on this issue, the Firm should contact the Department.

In the event of a termination of this retention with or without notice, the Firm shall as soon as practicable submit an invoice for all work performed to the effective termination date.

5. *Taxation of Accounts*

All accounts are subject to taxation by a Taxing Master of the Supreme Court of Newfoundland and Labrador whose taxation will finally determine the remuneration to which counsel is entitled.

6. *Solicitor Client Privilege*

All communications between the Firm and Government, regardless of format, are considered by Government to be solicitor and client privileged and the Firm shall take every effort to protect that privilege, and no action by Government shall be treated as a waiver of that privilege by Government unless the Firm receives written confirmation of such waiver from Government, and then such waiver shall only apply to the specific information referenced in such waiver. Any materials provided by Government to the Firm will be returned to Government, including any copies made of same, at Government's request. Unless prior confirmation is given in writing by Government, the Firm is not to disclose its retention in respect of the above noted matter.

7. *Research Memoranda and Other Documents*

Any opinions, research memoranda and other documents delivered by the Firm to Government will become the property of Government upon delivery. Upon the end of the mandate or the termination of this Agreement by Government or the Firm, all such research memoranda and other documents shall be delivered to Government upon request. The Firm shall be entitled to retain copies of such research memoranda and other documents for their records. Government acknowledges that, once the file is closed, any request by Government for any copies or additional materials from the Firm's file of the mandate may require additional expenses, and that any materials remaining with the Firm will be destroyed in accordance with the Firm's document retention schedule.

8. *Technology*

The Firm shall ensure that it has in place the systems, processes, protocols and policies for the physical and electronic security of all privileged or confidential information which are at a standard of at least the average standard for same in the legal industry or the same level of physical and electronic security as the Firm employs to avoid disclosure or dissemination of the Firm's own privileged or confidential information, whichever is greater. In any event, such precautions shall include the use of encrypted portable storage media, and firewall and virus protection software, as well as protection against unauthorized access, on relevant systems.

9. *Access to Information*

Government is bound by the Access to Information and Protection of Privacy Act, 2015. Government's obligations under this legislation may require Government to disclose the financial terms of this arrangement, including the rates as charged by the Firm.

10. *Assignment*

The firm will not assign its rights or liabilities in whole or in part under this Agreement.

11. *Applicable Laws*

This agreement will be governed by and interpreted according to the laws in force in Newfoundland and Labrador.

12. *Entire Agreement*

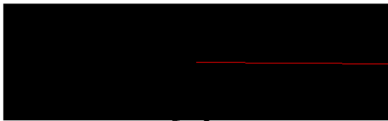
This letter of engagement constitutes the entire Agreement between us with respect to your engagement. Any modification to the Agreement must be in writing, signed by the parties to it.

I would appreciate your confirming acceptance of this mandate on the foregoing terms by signing and returning the enclosed copy of this letter.

Sincerely,



Denis Mahoney, K.C.
Deputy Minister and Deputy Attorney General
Department of Justice and Public Safety



s.40(1)

Patrick Girard

Schedule A

Your Company Name or Logo

Your Company Name

Address Line 1

Address Line 2

Address Line 3

Postal Code

Telephone # Fax #

(Department Details)

Department of Justice, Newfoundland and Labrador

PO Box 3700

4th Floor E Confederation Bldg

St John's NL A1B 4X6

Invoice Date

February 5, 2015

Invoice # 000001234

Attention: Joe Smith (Department Contact Person)

For Professional Services Rendered

Re: Matter

File No. 1234-1234

FEES:

Professional services rendered with respect to the above noted matter up

To and including Date as per the attached

Service Rendered

\$ 5,000.00

HST at 13%

\$ 650.00

Total Fees & HST

\$ 5,650.00

DISBURSEMENTS AND OTHER CHARGES:**NON-TAXABLE DISBURSEMENTS:**

Non Taxable Disbursement:

TAXABLE DISBURSEMENTS:

Photocopies:

\$ 50.00

Telephone

\$ 25.00

Courier Service

\$ 15.00

Travel Expenses:

\$ 500.00

Total Taxable Disbursement:

\$ 590.00

TOTAL DISBURSEMENT

\$ 590.00

HST ON TAXABLE DISBURSEMENTS

\$ 76.70

TOTAL FEES, DISBURSEMENTS AND HST

\$ 6,316.70

SCHEDULE OF HOURLY RATES**LAWYERS****HOURLY RATES**

Patrick Girard	\$920.00
Vincent Landolt Fortier (5th year associate)	\$515.00
Amara Khy (3th year associate)	\$465.00
Max Beauchemin (1st year associate)	\$400.00



Government of Newfoundland and Labrador
Department of Justice and Public Safety
Office of the Deputy Minister

July 4, 2024

Mr. Daniel Simmons, K.C.
MCINNES COOPER
PO Box 5939
5th Floor, Baine Johnston Centre
10 Fort William Place
St. John's, NL A1C 5X4

Dear Mr. Simmons:

Re: Equalization Challenge

This will confirm the engagement of Daniel Simmons of the firm MCINNES COOPER (the "Firm"), effective May 30, 2024 to act in connection with the above noted matter.

Terms Specific to the Retention

The primary contact and instructing client within the Department of Justice and Public Safety will be Denise Woodrow.

The legal services (the "Legal Services") provided to the Government of Newfoundland and Labrador in accordance with this retention may include:

- Legal services required to advance the Province's constitutional challenge of the Government of Canada's federal equalization program; and
- Other legal services as agreed upon by the parties during the course of this retention.

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inform Government of any new mandates that it has undertaken on this basis. In the event that any potential conflict should be identified, it will immediately be communicated to Government and a mutually satisfactory resolution determined.

2. Staffing

It is expected that you will obtain advance written consent prior to involving other legal counsel or paralegals to provide services under this retainer.

The Firm confirms that this mandate will not create a conflict of interest, as defined under the Conflict of Interest Act or Part II of the House of Assembly Act for any partner, associate or employee of the Firm, other than such conflicts which have been disclosed by the Firm to Government at the time of this retention. In the event that a conflict of interest as defined above does arise or is identified during the mandate, the Firm will advise Government immediately.

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4th Floor, East Block, Confederation Building
P.O. Box 8700, St. John's, NL, Canada A1B 4J6

Attention: Stephen Ring, Director Civil Division

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These requirements supersede any direction respecting billing process and requirements which the Firm may receive as a general Government contractor. In the event of any confusion on this issue, the Firm should contact the Department.

In the event of a termination of this retention with or without notice, the Firm shall as soon as practicable submit an invoice for all work performed to the effective termination date.

5. Taxation of Accounts

All accounts are subject to taxation by a Taxing Master of the Supreme Court of Newfoundland and Labrador whose taxation will finally determine the remuneration to which counsel is entitled.

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10. Assignment

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11. Applicable Laws

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12. Entire Agreement

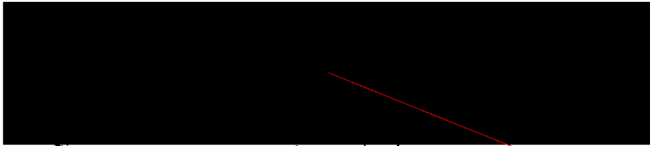
This letter of engagement constitutes the entire Agreement between us with respect to your engagement. Any modification to the Agreement must be in writing, signed by the parties to it.

I would appreciate your confirming acceptance of this mandate on the foregoing terms by signing and returning the enclosed copy of this letter.

Sincerely,



Denis Mahoney, K.C.
Deputy Minister and Deputy Attorney General
Department of Justice and Public Safety



Daniel Simmons, K.C.

s.40(1)

Schedule A

Your Company Name or Logo

Your Company Name

Address Line 1

Address Line 2

Address Line 3

Postal Code

Telephone # / Fax #

(Department Detail)

Department of Justice, Newfoundland and Labrador

PO Box 5700

4th Floor E Confederation Bldg.

St John's, NL A1B 4J6

Invoice Date

February 5, 2015

Invoice # 000001234

Attention: Joe Smith (Department Contact Person)

For Professional Services Rendered

Re: Matter

File No: 1234/1234

FEES:

Professional services rendered with respect to the above noted matter up

To and including Date as per the attached.

Service Rendered

\$ 5,000.00

HST at 13%

\$ 650.00

Total Fees & HST:

\$ 5,650.00

DISBURSEMENTS AND OTHER CHARGES:**NON-TAXABLE DISBURSEMENTS:**

Non-Taxable Disbursement:

TAXABLE DISBURSEMENTS:

Photocopies

\$ 50.00

Telephone

\$ 25.00

Courier Service

\$ 15.00

Travel Expenses

\$ 500.00

Total Taxable Disbursements:

\$ 590.00

TOTAL DISBURSEMENT:

\$ 590.00

HST ON TAXABLE DISBURSEMENTS

\$ 76.70

TOTAL FEES, DISBURSEMENTS AND HST:

\$ 6,316.70

SCHEDULE OF HOURLY RATES

LAWYERS
Daniel Simmons, K.C.
Ann Wadden

HOURLY RATES
\$550.00
\$300.00

From: Simmons, Daniel <daniel.simmons@mcinnescooper.com>
Sent: Thursday, August 29, 2024 11:18 AM
To: Woodrow, Denise (JPS) <denisewoodrow@gov.nl.ca>
Subject: RE: ATIPPA

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Denise,

Thanks for checking with us on this. We have no issues with release of the retainer agreement.

Regards,
Dan

Daniel Simmons

tel

fax

From: Woodrow, Denise (JPS) <denisewoodrow@gov.nl.ca>
Sent: Wednesday, August 28, 2024 9:49 AM
To: Simmons, Daniel <daniel.simmons@mcinnescooper.com>
Subject: [EXTERNAL] ATIPPA

Hi Dan,

We have an ATIPP request for the retainer agreement for equalization matter. While it is arguable that this could be privileged (invoices with work broken out are withheld) it is our standard retainer agreement with the names and rates of lawyers listed. As such I don't see any risk in releasing it at this point as it is public knowledge who is retained for what. I thought I'd let you know before releasing and would appreciate you letting me know if you have any concerns.

Thanks,
Denise

"This email and any attached files are intended for the sole use of the primary and copied addressee(s) and may contain privileged and/or confidential information. Any distribution, use or copying by any means of this information is strictly prohibited. If you received this email in error, please delete it immediately and notify the sender."

Notice

Avis