

CANADA / JUDGMENT

Endean v. CRC et al.

2005 BCSC 1396

COURT

Supreme Court of British Columbia

DECIDED

5 October 2005

Source: bccourts.ca · Research copy typeset by Esheria. Not court-issued or certified.

2005 BCSC 1396 Endean v. CRC et al

IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation:

Endean v. CRC et al.,

2005 BCSC 1396

Date: 20051005

Docket: C965349

Registry: Vancouver

Between:

Anita Endean, as representative plaintiff

Plaintiff

And

The Canadian Red Cross Society

Her Majesty the Queen in Right of the Province

of British Columbia, and The Attorney General of Canada

Defendants

And

Prince George Regional Hospital, Dr. William Galliford,

Dr. Robert Hart Dykes, Dr. Peter Houghton, Dr. John Doe,

Her Majesty the Queen in Right of Canada, and

Her Majesty the Queen in Right of the Province of British Columbia

Third Parties

Before: The Honourable Mr. Justice Pitfield

Reasons for Judgment

Counsel for the Applicant:

J.J. Camp, Q.C.

Counsel for The Attorney General of Canada:

W. Divoky

Counsel for HMTQ British Columbia:

C. Prowse

Fund Counsel:

W. Ferguson

Date and Place of Hearing:

June 8, 2005

Vancouver, B.C.

- [1] Mr. Camp and the firm of Camp, Fiorante and Matthews apply for an order retroactively increasing the hourly rates at which they will be paid for work done in relation to Joint Committee responsibilities assumed under the 1986-90 Hepatitis C Settlement Agreement. The application is supported by Fund Counsel and opposed by the Provincial Crown. The Federal Crown purports to take no position in relation to the application. The relevant background is the following.
- [2] This class action was commenced pursuant to the Class Proceedings Act, R.S.B.C. 1996, c. 50 on behalf of those persons infected by Hepatitis C as a consequence of tainted blood transfusions. A Settlement Agreement was concluded in this and comparable actions commenced in the Provinces of Ontario and Quebec. The settlement provided for the payment of benefits to persons infected by blood transfusions received in the period January 1, 1986, through July 1, 1990, inclusive. The Settlement Agreement, which received court approval in the Provinces of British Columbia, Ontario and Quebec, stipulates that the superior court in each of those Provinces will have ongoing responsibility for the supervision of the settlement and the enforcement of its terms.
- [3] The Settlement Agreement provided for the appointment of a Joint Committee defined to be a committee of four persons comprised of one class action counsel from each of the transfused class actions and one class action counsel from the haemophiliac class actions. Mr. Camp was appointed in respect of the British Columbia class action. Two persons were

appointed in Ontario and a fourth was appointed in Quebec. The powers, rights, duties and responsibilities of the Joint Committee and the right of members to compensation were defined by Article 9 of the Settlement Agreement in the following terms:

9.01 Appointment of Joint Committee

The Courts will appoint a Joint Committee with such powers, rights, duties and responsibilities as the Courts direct.

9.02 Joint Committee's Duties

Without limiting the generality of the foregoing, the duties and responsibilities of the Joint Committee will include:

- (a) recommending from time to time persons for appointment by the Courts pursuant to the provisions of Article Ten;
- (b) establishing protocols, which must be approved by the Courts, for the Administrator, Trustee, Referees and Arbitrators for the administration of this Agreement and for the processing and payment of Claims, and rescinding or amending any of such protocols with the approval of the Courts;
- (c) receiving and assessing information received from the Administrator, the Trustee, the Auditors and Fund Counsel and applying to the Courts for advice and direction;
- (d) retaining actuaries to determine the financial sufficiency of the Trust Fund from time to time;
- (e) receiving advice from the Investment Advisors on the investment of the assets of the Trust; and
- (f) making applications to the Courts pursuant to Section 10.01(1).

Decisions of the Joint Committee will require the approval of all members of the Joint Committee.

9.03 Fees

The fees, disbursements and other costs of the Joint Committee will be paid out of the Trust in a time, in a manner and in an amount approved by the Courts.

- [4] The Trust Fund to which reference is made in Article 9.03 is the fund which was created by a contribution from the Federal Government and a covenant to contribute on a claims-paid basis by the Provincial and Territorial Governments.
- [5] Except as provided in Article 9.03, the courts were given no direction regarding the manner in which the fees to be paid for Joint Committee work were to be determined. The direction contained in Article 9.03 of the Settlement Agreement has been construed by this Court and the Courts in Ontario and Quebec to permit the Joint Committee members to bill the Fund

for services rendered both by a Joint Committee member and by others in the member's firm who are involved from time to time in work for the benefit of the Joint Committee. To this point, the Courts have proceeded on the basis that the work for which bills have been submitted was reasonably necessary with the result that accounts have been approved for payment by reference to time spent and hourly rates. From my perspective as the judge assigned responsibility for Settlement Agreement matters in this Province, any issues pertaining to the accounts rendered by Mr. Camp have been relatively non-contentious. The Joint Committee has operated effectively for the benefit of those who are party to or affected by it.

- [6] Mr. Camp and his firm were involved as counsel on behalf of the class in the British Columbia action. He was appointed as the British Columbia member of the Joint Committee soon after the Settlement Agreement was executed and approved in 1999. From inception through to a point in 2001, Mr. Camp billed his time at \$450 per hour; that of his partner, Ms. Matthews, at \$250 per hour; and that of Ms. Graham, a paralegal in the firm, at \$125 per hour. At the end of 2001, Mr. Camp increased his rate, without seeking prior approval, to \$475 per hour and that of Ms. Matthews, to \$300 per hour. The rate charged by Ms. Graham remained \$125 per hour. Those hourly rates remained constant until January 1, 2004, when accounts were submitted computed by reference to hourly rates of \$550, \$350 and \$150 per hour in respect of Mr. Camp, Ms. Matthews and Ms. Graham, respectively. The firm was advised that I would not approve an increase in hourly rates without the benefit of the appropriate application. Subsequent accounts were also submitted by the firm computed on the basis of increased hourly rates. All were approved for payment by reference to the hourly rates in effect from the end of 2001 with the same advice that no increases would be approved without application. Formal application was made on May 2, 2005, some sixteen months after the submission of the first account in which increased hourly rates were claimed.
- [7] Mr. Camp submits that the increase in hourly rates is justified for several reasons as follow. His firm made a decision in January 2004 to increase the rates charged to the firm's clients by him, Ms. Matthews and Ms. Graham to the amounts for which approval is sought. The two Joint Committee members from Ontario have been granted increases from time to time without the need for application to the Court and both Ontario Joint Committee members are currently compensated at a rate in excess of that claimed by Mr. Camp. The applicant fairly points out that the Quebec member of the Joint Committee bills at a rate that is approximately 58% of that currently charged by Mr. Camp. Mr. Camp submits that the increase is also justified because the history of this class action is complex; continuity is important and the needs of the large number of class members vary greatly; it is important to have a good grounding in the difficult and complex health issues that surround the class action; the settlement is national in scope requiring frequent interaction with the Federal, Provincial and Territorial Governments; and there is presently a need to protect the interests of class members in the face of a suggestion that the Federal Government might like to have any surplus in the Trust Fund applied to the payment of the claims of Hepatitis C victims

infected outside the period with which the Settlement Agreement is concerned. Finally, Mr. Camp points to the fact that considerable responsibility is associated with the management of the large balance in the Trust Fund, presently estimated to be in excess of \$1 billion.

- [8] The Provincial Crown does not dispute the expertise of Mr. Camp or his firm in relation to the class action, acknowledges the firm's contribution to the implementation and operation of the Settlement Agreement, and does not underestimate the importance of the sufficiency hearing process which is directed at determining whether or not any surplus exists in the Trust Fund having regard for present and prospective claims. At the same time, the Province submits that the public interest should be considered in relation to this litigation and the administration of the Settlement Agreement. The Province submits that the rates at which Mr. Camp and members of his firm have billed are in line with the average fees billed by lawyers of comparable experience so that no increase is justified.
- [9] Fund Counsel is responsible among other things for defending and advancing the interests of the Trust Fund and receiving financial statements and actuarial and other reports relating to the financial sufficiency of the Trust Fund from time to time. Fund Counsel considers Mr. Camp's work and that of his firm to be important and effectively and competently undertaken. Fund Counsel supports Mr. Camp's application. I note that as I appreciate the situation the rate at which Fund Counsel has charged for services has not increased since the inception of the Settlement Agreement.
- [10] The Federal Government takes no position in relation to this application. In doing so, counsel points to the fact that the Federal Government was told that it had no standing to challenge the fees that were to be paid to counsel consequent upon settlement of the class actions. Counsel cites the decision of the Court of Appeal in *Endean v. Canadian Red Cross Society* (2000), 82 B.C.L.R. (3d) 287, 2000 BCCA 638, an appeal from the decision of the learned chambers judge approving fees payable under the Class Proceedings Act in respect of work on behalf of the class. At para. 10, the Court of Appeal said the following:

The governments have no basis for complaint under the settlement agreements. The settlement agreements make no other provision for government involvement in the determination of counsel fees and there is nothing in the settlement agreements that give the governments standing to appeal the approval orders.

- [11] In the parallel Ontario action, *Parsons v. Canadian Red Cross Society* (2001), 140 O.A.C. 348, 11 C.P.C. (5th) 16, the Ontario Court of Appeal said the following at para. 16 in respect of a Federal Crown appeal in relation to fees:

Canada has submitted that it has an interest in the surplus in the trust fund provided for in the settlement, the amount of which would be affected by the amount of counsel fees and disbursements approved, and that this interest gives it the right to participate in the fixing of counsel fees. In the context of the proceeding as a whole, and on the facts, we are not persuaded by the submission. It is based on the implicit contention that the government has a legal interest in the administration of the plan in so far as it bears on what may be returned to it at the end of

its administration some eighty years in the future, but it is focussed entirely on that portion of the fund relating to counsel fees (2.3%) and not on any part of the balance of the fund. As we have said, with respect to this balance, none of the defendant appellants reserved any rights in the settlement agreement to protect this possible interest. In light of this, it is difficult to think that there was any contemplation of legal rights with respect to any possible surplus relating to that small portion of the fund that related to counsel fees.

- [12] Applying the reasoning of both the Ontario and British Columbia Courts of Appeal that the governments had no standing to oppose the award of aggregate counsel fees of \$52.5 million payable upon execution of the 1986-1990 Settlement Agreement, the Federal Crown claims that it can have no role in scrutinizing the reasonableness of accounts rendered by Joint Committee members in relation to the administration of the Fund.
- [13] The refusal of the Federal Crown to respond to my invitation to provide their views in relation to this application is unfortunate and puzzling. The Crown's position that it can and should take no position is derived from decisions of the British Columbia and Ontario Courts of Appeal in relation to appeals from orders of a judge in this Province and a judge in Ontario approving fees payable by plaintiffs to their counsel. In each of those proceedings the chambers judge had asked for, received and derived benefit from the submissions of counsel on behalf of the Federal Crown. Neither Court of Appeal expressed the view that either chambers judge acted inappropriately in inviting submissions from the Federal Crown. Rather, the narrow point in each instance was whether the Federal Crown had sufficient status in relation to the approval process to permit it to appeal the decisions of the chambers judges. In each instance the appeal court determined that the Federal Crown did not have such status.
- [14] Insofar as British Columbia is concerned, the conclusion flowed from a reasonable interpretation of s. 38 of the Class Proceedings Act providing as follows:
38. (1) An agreement respecting fees and disbursements between a solicitor and a representative plaintiff must be in writing and must,
- (a) state the terms under which fees and disbursements are to be paid;
 - (b) give an estimate of the expected fee, whether contingent on success in the class proceeding; and
 - (c) state the method by which payment is to be made, whether by lump sum or otherwise.
- (2) An agreement respecting fees and disbursements between a solicitor and a representative plaintiff is not enforceable unless approved by the court, on the application of the solicitor.
- [15] The issue of fees to be charged to the class by counsel acting on their behalf in the action is a matter between counsel and client, subject always to court approval. No right is conferred by statute or the Settlement Agreement on any other person to contest the reasonableness or enforceability of the fee agreement.

- [16] In present circumstances, the situation is different. Matters pertaining to fees as between counsel and clients have been resolved with the result that the net amount of the Trust Fund must be administered and applied in accordance with the Settlement Agreement to which each of the Crowns is a party. The Settlement Agreement stipulates that it may not be amended without the unanimous agreement of the Federal, Provincial and Territorial Governments and all members of the Joint Committee, with subsequent court approval.
- [17] The Settlement Agreement authorizes the Courts in British Columbia, Ontario and Quebec to declare it to be terminated and, if applicable, to order that any assets remaining in the Trust Fund be the sole property of, and transferred to, the Federal, Provincial and Territorial Governments. Nothing prevents the Federal Crown, as a party to the Settlement Agreement, from making an application to ensure the implementation or enforcement of the Settlement Agreement, or to seek its termination in accordance with its terms.
- [18] With respect, matters relating to the administration of the Settlement Agreement involving the parties to it are materially different in character from issues surrounding the determination of appropriate fees to be charged by counsel to clients in respect of the action itself. The fees to which the present application pertains are solely those incurred in connection with the ongoing operation of the Settlement Agreement to which the Federal Government is a party. Indeed, the Federal Crown has intimated that it would like its views to be considered when the subject of sufficiency next comes before each of the British Columbia, Ontario and Quebec courts for consideration and review and also considered at the point when the disposition of any surplus is discussed, should there be a surplus. I cannot comprehend why the Federal Crown would decline to offer its views on a matter which is of consequence and arises under a Settlement Agreement to which it is a party when it has been invited to do so.
- [19] Against the foregoing background, I turn to a consideration of the merits of Mr. Camp's application.
- [20] As I have remarked, the Settlement Agreement does not provide guidance or direction to the court regarding factors which should be taken into account in deciding upon the approval of fees, disbursements and other costs of the Joint Committee. Most assuredly, nothing in the Settlement Agreement stipulates that hourly rates will be of paramount concern. By reference then to what criteria should Joint Committee accounts be reviewed and approved? While hourly rates and time have been the guiding criteria to this point, I am of the opinion that the administration of the Settlement Agreement has proceeded to the point where a variety of factors should be taken into account in the approval process.
- [21] I recognize the desirability for some consistency in approach among the Provinces of British Columbia, Ontario and Quebec in relation to the administration of the Settlement Agreement and the consideration and approval of fees. An exceptionally collegial working relationship exists among the judges assigned the responsibility of overseeing the implementation of the Settlement Agreement in their respective provinces. That said, it is

not essential that the approach of each court with respect to fees be uniform. In fact, as I have recounted, there are material differences in the rates at which Joint Committee members in the three Provinces have been compensated for their efforts and the efforts of their firms. I must be concerned to ensure that the fees charged by the resident member of the Joint Committee and his firm will conform to norms that prevail within this Province and it must be recognized that those norms may differ from those that prevail in the Provinces of Ontario and Quebec. In that regard, I find the reasoning of K.J. Smith J., as he then was, in relation to the application for approval of the contingent fee payable to Mr. Camp and his firm to be helpful: see *Endean v. Canadian Red Cross Society* (2000), 78 B.C.L.R. (3d) 28, 2000 BCSC 971. At paras. 29 and 30, the learned judge said the following:

Mr. Turriff [on behalf of the Federal Crown] began his submission with the proposition that the courts of Quebec, Ontario, and British Columbia must consider and weigh the evidence presented in all jurisdictions in order to ensure 'that no lawyer in any of the three jurisdictions becomes entitled to a fee which does not accurately reflect his or her relative contribution towards the pan-Canadian settlement agreement'. In his submission, there is a possibility for conflicting judgments in this respect that, he contends, would impair the integrity of all three awards and would undermine the legitimacy of all three courts.

I agree that gross inconsistency between the fees awards in the three provinces should be avoided if possible. On the other hand, it cannot be forgotten that each province has its own laws and traditions in respect of solicitors' fees. I must act on the evidence presented in this Court and I must apply the laws of British Columbia to arrive at my decision. However, in doing so, I must appropriate regard to the national context in which the legal actions have been resolved.

[22] A number of factors are relevant in assessing the merit of the application. The first is the character of the Joint Committee's duties as enunciated in Article 9 of the Settlement Agreement, *supra*, para. 3. The applications to which reference is made in Article 9.02(f) are those enumerated in Article 10.01 which provides as follows:

10.01 Supervising Role of the Courts

- (1) The Courts will issue judgments or orders in such form as is necessary to implement and enforce the provisions of this Agreement and will supervise the ongoing performance of this Agreement including the plans and the Funding Agreement. Without limiting the generality of the foregoing, the Courts will:
 - (a) appoint and, if necessary remove the Administrator;
 - (b) appoint and, if necessary remove the Trustee;
 - (c) appoint and, if necessary remove the Fund Counsel;
 - (d) appoint and, if necessary remove the Auditors;
 - (e) appoint and, if necessary remove any member of the Joint Committee;

- (f) appoint and, if necessary remove any Referee or Arbitrator;
 - (g) appoint and, if necessary remove any Investment Advisor;
 - (h) approve, rescind or amend the protocols submitted by the Joint Committee or any Class Action Counsel;
 - (i) on application of any Party or the Joint Committee made within 180 days after (i) 31 December 2001 and (ii) each third anniversary of such date, and on application of the Joint Committee or any Class Action Counsel or the Fund Counsel made at any time, assess the financial sufficiency of the Trust Fund and determine, among other things, (A) whether the restrictions on payments of amounts in full in the Plans should be varied or removed in whole or in part, and (B) whether the terms of the Plans should be amended due to a financial insufficiency or anticipated financial insufficiency of the Trust Fund;
 - (j) hear motions opposing confirmation of any Referee's reports'
 - (k) on application of the Joint Committee, approve the terms of investment guidelines for the assets of the Trust;
 - (l) on application of the Administrator, Fund Counsel, the Auditors, any Class Action Counsel, the Joint Committee or the Trustee, provide advice and direction;
 - (m) approve any amendment or supplement to, or restatement of, this Agreement agreed to in writing by the FPT Governments and the Joint Committee;
 - (n) approve any costs incurred or to be incurred in administering this Agreement including, for greater certainty, the Plans, the Program (up to a maximum of \$2 million) and the Funding Agreement and the defence costs payable out of the Trust pursuant to Section 11.02 hereof; and
 - (o) declare this Agreement to be terminated and, if applicable, order that any assets remaining in the Trust Fund be the sole property of and transferred to the FPT Governments.
- (2) All matters to be determined by the Courts pursuant to Section 10.01(1) will take effect only upon the date when the last judgment or order of the Courts becomes final without any material differences in the three judgments or orders.
- [23] It is readily apparent that many of the responsibilities conferred upon the Joint Committee are similar to those assumed by a board of directors governing the affairs of a society or corporation, while others contemplate the provision of legal services as is the case, for example, in relation to the development of protocols consistent with the terms of the Settlement Agreement and the presentation of applications for consideration by the courts involved in overseeing the enforcement and administration of the Settlement Agreement. With respect, I am not persuaded that the value of the administrative services warrants fees computed by reference to the hourly rate a solicitor or counsel charges to clients in the course of a retainer to provide legal services.

- [24] In making provision for a Joint Committee, the Settlement Agreement did not create a solicitor/client relationship. Rather, the parties to it settled upon the creation of a committee as the preferred means of providing ongoing supervision and enforcement of its terms subject always to court review and approval. In that regard, the Joint Committee is little different from any other service provider who is engaged in some aspect of the administration of the Settlement Agreement. I am not persuaded that the basis of compensation for Joint Committee members should be the hourly rate which Mr. Camp and members of his firm charge for strictly legal services to their clients to the exclusion of other factors. The ultimate concern must be reasonable and fair compensation having regard for the value of the services provided by the Joint Committee, and in particular, the Joint Committee member in this Province.
- [25] I regard the responsibilities assumed by Mr. Camp as a member of the Joint Committee to be analogous, in many respects, to those of a receiver who is responsible for the management and administration of assets. At the same time, I recognize a material difference: the Joint Committee members provide some legal services under the Settlement Agreement, an ability not ordinarily enjoyed by a receiver. In *Bank of Montreal v. Nican Trading Co.* (B.C.C.A.) (1990), 43 B.C.L.R. (2d) 315, 78 C.B.R. (N.S.) 85, the Court of Appeal said the following in relation to the consideration and approval of a receiver's account:

I am unable to accept the submissions made on behalf of the Receiver. Both the Registrar and the chambers judge referred to *Belyea and Fowler v. Federal Business Development Bank* (1983), 46 C.B.R. 244 for the general principles which govern the Registrar in deciding what recommendations to make with respect to the Receiver's accounts. In the *Belyea* case Stratton J.A. said at pp. 246 and 247:

There is no fixed rate or settled scale for determining the amount of compensation to be paid a receiver. He is usually allowed either a percentage upon his receipts or a lump sum based upon the time, trouble and degree of responsibility involved. The governing principle appears to be that the compensation allowed a receiver should be measured by the fair and reasonable value of his services and while sufficient fees should be paid to induce competent persons to serve as receivers, receiverships should be administered as economically as reasonably possible. Thus, allowances for services performed must be just, but nevertheless moderate rather than generous.

...

The considerations applicable in determining the reasonable remuneration to be paid to a receiver should, in my opinion, include the nature, extent and value of the assets handled, the complications and difficulties encountered, the degree of assistance provided by the company, its officers or its employees, the time spent, the receiver's knowledge, experience and skill, the diligence and thoroughness displayed, the responsibilities assumed, the results of the receiver's efforts, and the cost of comparable services when performed in a prudent and economical manner.

In my opinion those passages state clearly and accurately the matters which may properly be considered by the Registrar in making his recommendations. Both the Registrar and the chambers judge made reference to the legal concept of quantum meruit. Some aspects of that concept may be analogous to the principles applicable here but I do not think there is any necessity to have resort to the concept in this case. Here the foundation for the receiver's conduct of the receivership is provided by the debentures and more importantly by the court order appointing the Receiver as receiver-manager.

The principles which guided the Registrar were those set out in the Belyea case to which he referred. He applied the relevant considerations listing them at the end of his recommendations. They included:

- (a) the value of the assets;
- (b) complications and difficulties encountered by the Receiver;
- (c) degree of assistance provided by Nican;
- (d) time spent by the Receiver;
- (e) Receiver's knowledge, experience and skill;
- (f) diligence and thoroughness;
- (g) responsibilities assumed;
- (h) results; and
- (i) costs of comparable services.

[26] In the past, many of the factors cited by the Court of Appeal have been ignored or overlooked in the consideration and review of Joint Committee accounts and the focus has been on hours and hourly rates. The factors cited by the court in Nican should be relevant in the assessment of the reasonableness of any account by the Joint Committee member relating to administrative matters.

[27] Insofar as legal services are concerned, I am of the opinion that the fairness of any account should be assessed by reference to the factors identified in *Yule v. Saskatoon (City)* (1955), 17 W.W.R. 296, 1 D.L.R. (2d) 540 (Sask. C.A.): the labour, time and trouble involved; the character and importance of the litigation in which the services were rendered; the amount of money or the value of the property involved; the professional skill and experience called for; the character and standing of counsel in the profession; and the results achieved. In the case of the Joint Committee, I would add an additional factor which is the effective and efficient use of the abilities of the members of the Joint Committee and their firms to resolve legal issues with which the committee is concerned, including the avoidance of double-teaming where possible.

- [28] The Joint Committee is charged with the responsibility of compiling and seeking court approval of an operating budget on an annual basis. In the performance of that task, it has required service providers to provide estimates of the annual cost of their services. Although it, too, is a service provider, the Joint Committee has not undertaken a comparable exercise in respect of its own costs with due regard for the different nature, purpose, and complexity of the tasks with which it is concerned from time to time.
- [29] Financial information provided to the Court by the Joint Committee in the course of seeking approval of budgets and annual operations for the years 2002 through 2005 indicates that there has been a decline in the cost of administration of the Fund overall. At the risk of oversimplification, it appears that the aggregate cost of administration has declined at a rate of approximately 15%, year over year. That trend should be expected because many of the initial difficulties encountered in relation to the administration of a complex Settlement Agreement have been resolved. In the same period, fees paid for Joint Committee services, all of which have been characterized as legal in nature, do not appear to have followed the trend. The total declined by approximately 5%, year over year, from 2002 through 2004 but increased by approximately 48% from 2004 to 2005. The increase is explained in part by reference to work required in relation to the imminent triennial sufficiency hearing but, in that regard, I note that the current fees appear to be substantially in excess of those incurred for similar purposes in 2002.
- [30] In my opinion the time has arrived when a budgeting and approval process should be initiated in relation to Joint Committee costs as is the case with other service providers. In expressing my concern, I do not want to imply or suggest that there is any impropriety in the fees which have been charged and approved to date. The Joint Committee has been instrumental in ensuring that the Settlement Agreement has operated effectively to the benefit of those infected by Hepatitis C and the parties to the Settlement Agreement. I state only that I am not persuaded that a fee computed solely by reference to a firm's hourly rate to clients for legal services is the fair, appropriate and reasonable basis by which to determine compensation to the British Columbia Joint Committee member from and after January 1, 2004, given the current and prospective administrative and legal requirements in relation to Settlement Agreement and the variety of tasks with which the Joint Committee is concerned from time to time.
- [31] In my opinion, Mr. Camp and his firm have been fairly compensated for Joint Committee work to this point. No change in billing practices, retroactive or prospective, resulting solely from a change in the firm's billing rates to its clients is justified or in the public interest. The application is dismissed.

"I.H. Pitfield, J."

The Honourable Mr. Justice I.H. Pitfield

Source & reproduction note

Judgment wording, source notices and original paragraph numbers are retained. Esheria supplies the layout and this PDF's page numbers; these are not the source pagination. This is a research copy, not an official or certified court document. Check quotations, citations and publication restrictions against the original source before relying on it.

ORIGINAL SOURCE <https://www.bccourts.ca/jdb-txt/sc/05/13/2005bcsc1396.htm>

CASE PAGE <https://chat.esheria.ai/case-law/canada/endeane-v-crc-et-al-2005>

Prepared on 26 October 2026 · Esheria