

Fees Payable Pursuant to Contingent Fee Agreements	124
Retainer Agreements	124
Application of Part	125
PART 20	126
Marketing of Legal Services	126
Definitions	126
Specific Prohibitions	126
PART 21	127
Prepaid Legal Services	127
Definitions	127
No Participation Fee	127
Agreement with the Plan Sponsor	127
Duties Regarding Conflicts of Interest	128
Duties Regarding Plan's Advertising	128
Duties Regarding Unauthorized Practice	128
Acceptance of Responsibilities	128
Prohibition	128
PART 22	129
Commencement of Proceedings	129
Summary Offences	129
Injunction	129
Unauthorized Practice Proceedings	129
PART 23	130
Withdrawal from Practice	130
Disposition of Files, Trust Monies and Other Documents and Valuables	130
Succession Plan	130
PART 24	132
Repeal, Coming into Force and Transition	132
Repeal of Former Rules	132
Coming into Force	132
Transitional	132
Waiver of Rule	132
SCHEDULE 1	133
Law Society Fees and Assessments	133
SCHEDULE 2	135
Electoral Divisions	135
PRACTICE DIRECTIVES	136

Practice Directive Number 1 – Remote Execution of Certain Documents via Electronic Means	136
Form PD1 – Declaration of Lawyer Who has Witnessed Documents via Electronic Means.....	138
Practice Directive Number 3 – Remote Execution of Wills via Electronic Means	139
Form PD3 – Declaration of Lawyer Who has Witnessed a Will via Electronic Means	141

- (g) manage the scheduling of hearings and preliminary motions before the Hearing Committee; and
- (h) monitor and encourage the timely completion of Hearing Committee decisions;

“member” means a member of the Society as set out in clause 2(1)(h) of the Act and includes:

- (a) a member of the governing body of the legal profession in another Canadian Province or Territory who is eligible to practise interjurisdictionally pursuant to the National Mobility Agreement 2013 and Interjurisdictional Practice Protocol pursuant to Rule 804 or holds an interjurisdictional practice certificate issued pursuant to Rule 805 except where this is inconsistent with the National Mobility Agreement 2013, the Interjurisdictional Practice Protocol or with the Act;
- (b) a member as designated by the Regulations made pursuant to subsection 2(2.1) of the Act; and
- (c) except where the context requires otherwise, includes a firm;

“Practice Advisor” means a person designated by the Benchers for the purposes of subrule 1108(1)(b);

“Professional Responsibility Counsel” means a person designated by the Benchers pursuant to subsection 40(1) of the Act to review the conduct of members and includes the Director of Professional Responsibility, Professional Responsibility Counsel and Designated Complaints Counsel where applicable;

“public emergency period” means the period during which an order of the chief medical health officer mentioned in subsection 2-59.1(2) of *The Employment Standards Act*, or an emergency declaration ordered pursuant to *The Emergency Planning Act*, is in force;

“Summary Dismissal” means a dismissal of a complaint that occurs where one or more criteria, set out in 1102(6), are met that indicate that the complaint should be dismissed.

[Rule 1101, Definitions, “public emergency period” added, March 22, 2020]
 [Rule 1101, Definitions, “Hearing Committee Appointment Coordinator” deleted; “Hearing Administrator” and “Summary Dismissal” added, June 25, 2021]

B. Complaints

Examination of Complaints

1102(1) Any person may deliver to the Society a complaint against a member or firm.

(2) Professional Responsibility Counsel shall investigate either or both of the conduct or competence of the member when the Society:

- (a) receives a complaint with respect to a member;
- (b) otherwise becomes aware of either conduct by a member that is or may be conduct unbecoming or may display incompetence, or both; or
- (c) becomes aware that a firm fails to, or refuses to:
 - (i) pursuant to Rule 907, either cooperate with the Society representative conducting a firm visit or comply with all reasonable requests of the Society representative;

- (ii) pursuant to Rule 908, address deficiencies in policies, practices or systems that raise a concern about the ability of its members to meet their ethical obligations under the Code.

(3) Professional Responsibility Counsel may require that a complaint be reduced to writing.

(4) When a complaint that is received is determined by Professional Responsibility Counsel, in their sole discretion, to be a repetition of, or substantially the same as, one or more previous or current complaints, Professional Responsibility Counsel may notify the complainant that the information has been classified as repetition and it will not be pursued further.

(5) Professional Responsibility Counsel may make or authorize a preliminary inquiry into the conduct of the member in order to determine the validity of a complaint.

(6) Upon completion of a preliminary inquiry under subrule (5), Professional Responsibility Counsel may direct the Summary Dismissal of a matter when one or more of the following criteria are met:

- (a) the complaint falls outside the Society's jurisdiction;
- (b) the complaint is premature;
- (c) the complaint alleges a technical breach of the Act, the Rules or the Code of Conduct but has no substantive consequence or is of insufficient regulatory concern;
- (d) the complaint is made for a collateral or improper purpose, including:
 - (i) for the purpose of harassing a member of the Society;
 - (ii) for the purpose of seeking relief which is more appropriately available through civil litigation;
 - (iii) by a party adverse in interest to a client of the member complained of:
 - i. for the purpose of harassing such client or the member; or
 - ii. as a form of discovery or for the gathering of information in another proceeding;
- (e) the complaint lacks substance or a factual basis;
- (f) there has been significant delay in bringing the complaint forward; or
- (g) the complaint is about the Society, or other, regulatory processes.

(7) Subject to subrule (8), Professional Responsibility Counsel shall deliver to the member and to the Designated Representative, a copy of the complaint or, where in the opinion of Professional Responsibility Counsel it is not practicable or appropriate, a summary of it.

(8) If Professional Responsibility Counsel considers it necessary for the effective investigation of the complaint, notification of the member and the Designated Representative pursuant to subrule (7) may be postponed.

(9) Professional Responsibility Counsel may require a response to the complaint from the member referred to in subrule (1).

(10) The response to the complaint shall:

- (a) be in writing unless Professional Responsibility Counsel instructs otherwise;
- (b) respond substantively to the complaint; and

- (c) be delivered to Professional Responsibility Counsel as soon as practicable, and in any event by the date set by Professional Responsibility Counsel.

(11) Professional Responsibility Counsel may deliver to the complainant a copy of the response to the complaint or, where in the opinion of Professional Responsibility Counsel it is not practicable or appropriate, a summary of it.

(12) If, on completion of a review pursuant to subrules (5) to (11), Professional Responsibility Counsel is of the opinion that:

- (a) the matter raises an issue of competence, Counsel shall refer the matter to the Chairperson of the Competency Committee;
- (b) the matter raises an issue of discipline, Counsel shall refer the matter to the Conduct Investigation Committee; or
- (c) the matter does not raise an issue of competence or discipline, Counsel may:
 - (i) refer the matter to the Ethics Committee; or
 - (ii) direct that no further action be taken in the circumstances described in subrule (13).

(13) After the investigation or other action pursuant to subrules (5) to (11), Professional Responsibility Counsel:

- (a) shall take no further action on the complaint if satisfied that:
 - (i) the complaint meets any of the criteria listed under subrule (6);
 - (ii) the complaint is not valid;
 - (iii) the complaint does not raise an issue of ethics, competence or discipline; or
 - (iv) it is otherwise in the public interest to do so.
- (b) may attempt to mediate a resolution to a complaint which raises an issue of ethics, competence or discipline; or
- (c) may issue a formal caution, providing advice to the member in relation to the member's conduct.

(14) Professional Responsibility Counsel may act pursuant to subrules (12) or (13)(c), notwithstanding that the matter giving rise to the complaint has been resolved.

(15) The member referred to in subrule (1) shall be given an opportunity to respond to the complaint before Professional Responsibility Counsel makes a determination pursuant to subrules (12) or (13)(c) except, where in the opinion of Professional Responsibility Counsel, there is a danger that the best interests of the public or the profession would be compromised by so doing;

(16) Where another complaint regarding the same member is already referred to a Committee and it would be appropriate to have all matters reviewed concurrently by the same Committee, Professional Responsibility Counsel may refer a matter prior to requesting the member's response.

(17) If the Chairperson of the Committee to which a matter is referred pursuant to subrule (12) is of the opinion that the matter is more appropriately dealt with by another Committee mentioned in subrule (12), the Chairperson may be referred to that other Committee.

(18) Notwithstanding subrule (12)(a), where the conduct of a member raises an issue of competence, it may nevertheless be referred by Professional Responsibility Counsel or the Chairperson of the

Competency Committee to the Conduct Investigation Committee to be dealt with through the discipline process.

[Rule 1102(3) – (16) amended to correct numbering errors not substantive in nature, June 1, 2020]
[Rule 1102(4) and (6) added; 1102(5), (7) – (18) amended, June 25, 2021]
[Rule 1102(4), (12) and (13) amended, September 22, 2023]

Notification to the Parties

1103(1) Professional Responsibility Counsel shall advise the member, the Designated Representative of the member's firm, and the complainant, in writing, of the disposition pursuant to subrule 1102(12).

(2) If Professional Responsibility Counsel decides to take no further action on the complaint, the Professional Responsibility Counsel shall, unless it was previously done pursuant to subrule 1102(11):

- (a) deliver to the complainant a copy of the member's response if any or, where in the opinion of Professional Responsibility Counsel that is not practicable or appropriate, a summary of it; and
- (b) advise the complainant in writing of the right to apply for a review pursuant to section 43 of the Act and Rule 1104.

[Rule 1103(1) and (2) amended to correct numbering errors not substantive in nature, June 1, 2020]
[Rule 1103(1) and (2) amended, June 25, 2021]

Complainants' Review Procedure

1104(1) A Complainants' Review Committee is established, consisting of one or more persons appointed by the President, which may include any Benchers or Designated Complaints Counsel or both.

(2) A complainant may apply in writing for a review of a decision by Professional Responsibility Counsel that no further action will be taken on the complaint if the complainant is dissatisfied with the decision.

(3) Subject to subrule (4), an application pursuant to subrule (2) shall be delivered to Professional Responsibility Counsel within 30 days after the complainant was notified of the decision mentioned in subrule (2).

(4) In exceptional circumstances, the Complainants' Review Committee may extend the 30-day period mentioned in subrule (3).

(5) Professional Responsibility Counsel shall direct the application to one or more members of the Complainants' Review Committee and that member or members:

- (a) shall review the documents obtained, collected or produced by Professional Responsibility Counsel pursuant to Rule 1102; and
- (b) may make such inquiries of the complainant, the member or any other person as considered desirable.

(6) The Complainants' Review Committee referred to in subrule (4) shall:

- (a) confirm the decision of Professional Responsibility Counsel to take no further action; or
- (b) refer the complaint to:
 - (i) the Chairperson of the Competency Committee;
 - (ii) the Conduct Investigation Committee; or
 - (iii) the Ethics Committee.

Practice Directives by Executive Director

1143(1) During a public emergency period, the Executive Director may, at the direction of the Executive Committee, issue temporary directives governing the provision of legal services and where a directive has been issued it shall have the same force and effect as a Rule.

(2) Directives issued pursuant to subrule (1) may apply to all legal service providers or any subset thereof, as stipulated within the directive.

1143.1 The Executive Director may, at the direction of the Executive Committee, issue enduring directives or continue temporary directives governing the following specific areas:

- (a) the remote execution of documents via electronic means.

[Rule 1143(1) and (2) added, March 22, 2020]

[Rule 1143 Heading amended; 1143.1 added, September 18, 2020]

PART 12

Insurance

Definitions

1201 In this Part:

“**CLIA**” means the Canadian Lawyers Insurance Association;

“**Committee**” means the Insurance Committee appointed pursuant to Rule 602;

“**insurer**” includes CLIA and any other company providing liability insurance to members under the Society's compulsory liability insurance program;

“**resident**” has the meaning respecting a Canadian province or territory in the *Income Tax Act* (Canada);

“**SLIA**” means the Saskatchewan Lawyers' Insurance Association Inc.

Saskatchewan Lawyers' Insurance Association Inc.

1202(1) Unless exempted pursuant to subrule (3) or Rule 717, each member other than a student-at-law shall in each year by the date set in Rule 1403(1) pay to SLIA a liability insurance assessment in the amount fixed by the Benchers.

(2) Unless exempted pursuant to subrule (3) or Rule 717, each member other than a student-at-law shall by the date set in subrule 1403(1) pay to SLIA any additional or retroactive assessment levied by the Benchers pursuant to section 11(4) of the Act.

(3) The following members are exempt from payment of the annual assessment pursuant to subrule (1) and any special assessments pursuant to subrule (2), and, subject to subrules (7) and (8), are not covered by the liability policy:

- (a) subject to the regulations, members employed by or on an exclusive contract with a Saskatchewan government institution as defined in *The Freedom of Information and Protection of Privacy Act* in accordance with section 11.1 of the Act;
- (b) members employed by the Federal Department of Justice or the Public Prosecution Services of Canada and other members employed by the Government of Canada who are eligible for legal assistance and indemnification under the Government of Canada *Policy on Legal Assistance and Indemnification*, September 1, 2008, or successor policies, or comparable legal assistance and indemnification from the Government of Canada;
- (c) Canadian Legal Advisors, pursuant to Rule 817;
- (d) members not resident in Saskatchewan who comply with Rule 816;
- (e) inactive members;
- (f) retired members;
- (g) Active Pro Bono members; and
- (h) members who are not and will not be engaged in the practice of law in Saskatchewan, but who are required to be reinstated to active member status in Saskatchewan temporarily, for the sole purpose of completing their permanent transfer to another Canadian jurisdiction pursuant to national mobility.

(4) Subject to subrule (7), the exemptions provided by subrules (3)(a) and (b) do not apply to members who engage in the practice of law outside of the scope of their employment or exclusive contract with a Saskatchewan government institution or their employment with the Government of Canada.

(5) Members claiming to be exempt pursuant to subrule (3) shall complete such forms, declarations, or undertakings and provide such other information required by the Executive Director to establish eligibility for exemption.

(6) A member shall not engage in the practice of law until the assessment is paid if the member is not exempted from payment pursuant to subrule (3), or Rule 717 and has not paid:

- (a) the assessment pursuant to subrule (1) by the date fixed in subrule (1) or extended pursuant to subrule (11); and
- (b) any special assessment levied by the Benchers pursuant to subrule (2) by the date fixed by the Benchers or extended pursuant to subrule (12).

(7) A member who is exempt from paying the assessment pursuant to subrule (3)(a), (b), (c), (d) or (g) is covered by the liability policy for services provided through a pro bono organization approved by the Society, subject to the terms and conditions of the liability policy.

(8) A member who is exempt from paying the assessment pursuant to subrule (3) is covered pursuant to the liability policy for services provided during any period in which the member met the definition of an Insured pursuant to the liability policy, subject to the terms and conditions of the liability policy.

(9) Subrule (10) applies where the Society or SLIA has paid an individual insurance deductible amount on behalf of a member in respect of a claim against the member, and the member, by the date the annual assessment pursuant to subrule (1) is payable or by the date extended pursuant to subrule (11):

- (a) has not fully reimbursed the Society or SLIA; or
- (b) has breached an agreement made between the Committee and the member respecting the member's reimbursement of the Society or SLIA.

(10) The member mentioned in subrule (9) shall not, from the date mentioned in subrule (9), engage in the practice of law until the Society or SLIA has been fully reimbursed for the deductible.

(11) The Chairperson of the Committee may at any time extend the time for a member:

- (a) to pay an assessment pursuant to subrule (1) or (2); or
- (b) to reimburse the Society or SLIA for a deductible paid on the member's behalf pursuant to subrule (9).

(12) Where an extension of time is granted pursuant to subrule (11), the member shall be deemed to be insured during the period when the assessment or deductible was unpaid if the member pays:

- (a) the full amount of the assessment or the deductible owing by the date to which the time is extended; and
- (b) interest on that amount from the date upon which it was due to the date upon which it is paid calculated at the prime lending rate of the Bank of Montreal plus two percent per annum.

(13) The Society shall promptly, in the case of a member who has not, when due, paid an assessment pursuant to subrule (1) or (2) or reimbursed a deductible pursuant to subrule (9):

- (a) notify the member in writing that the member is disqualified from the practice of law until the amount owing is paid in full;
- (b) give notification of those persons who have become disqualified members to:
 - (i) the Chief Justice of Saskatchewan;
 - (ii) the Chief Justice of the Saskatchewan Court of Queen's Bench;
 - (iii) the Chief Judge of the Provincial Court of Saskatchewan;
 - (iv) the Minister of Justice for Saskatchewan; and
 - (v) the Registrar of Titles; and
- (c) publish a notice on the Society website identifying those persons who have become disqualified members.

(14) A member who is an insured pursuant to a professional liability insurance policy shall report to, co-operate with and assist SLIA as required by the policy.

(15) A member who fails to comply with subrule (14) is, in addition to the other consequences flowing from the failure to comply, liable to disciplinary action for conduct unbecoming.

[Rule 1202(11)(a), (b) and (c) amended, April 29, 2022]

[Rule 1202(3)(g) amended February 17, 2023]

[Rule 1202(3) and (3)(a), (b), (g) and (h) amended; 1202(3)(i) deleted; new subrule (4) and (5) added, thereby changing numbering sequence and subrule references, September 22, 2023]

Condition of Practice

1203 Unless exempted by these Rules, payment of all insurance premiums, surcharges and deductibles is a condition of the practice of law in Saskatchewan.

Liability Insurance Coverage

1204 A member who becomes disqualified pursuant to Rule 721, 724, 1202 or 1612 and who is reinstated as an active member within 2 months of the date disqualification is deemed to have been insured, while a disqualified member, for errors or omissions occurring before the member became, or while the member was, disqualified.

[Rule 1204 amended, June 25, 2021]

[Rule 1204 amended, April 29, 2022]

SCHEDULE 1

Law Society Fees and Assessments

Note: The federal goods and services tax applies to Law Society fees and assessments.

A. Active Member Annual Fee	\$
1. Practice fee.....	2,675
2. Special Fund assessment (included in Practice fee)	250
3. Late payment fee.....	75/wk or part thereof
4. Quarterly payment administration fee	100
B. Inactive Member Fees	
1. Inactive member annual fee	150
C. Liability Insurance Assessment	
1. Annual Assessment.....	1,849
2. Late payment fee.....	75/wk or part thereof
3. Insurance deductible reimbursement late payment fee	100
D. Student-at-law Fees	
1. Student-at-law application fee	175
2. Articling fee	175
3. Articling assignment fee	175
E. Admission as a Lawyer Fees	
1. Lawyer admission application fee	175
2. Lawyer enrollment fee	175
3. Admission on transfer application fee (Lawyer or Canadian Legal Advisor)	300
4. Admission on transfer enrollment fee (Lawyer or Canadian Legal Advisor)	1,000
F. Interjurisdictional Practice Permit	
1. Interjurisdictional Practice Permit	175
2. Interjurisdictional Practice Permit Renewal	175

G. Reinstatement Fees

1. By former member, following disbarment2,000
2. By disqualified member becoming an active or inactive member 500 plus fee for year of default
3. All other applications for reinstatement 175

H. Certificate of Standing Fee

1. Certificate of Standing Fee 100

I. License and Permit Fees

1. Foreign legal consultant permit fee500
2. Foreign legal consultant renewal fee 150

J. Waiver of Rules

1. First application 100
2. Each subsequent application respecting the same Rule 250

K. Professional Corporation

1. Application for registration of Professional Corporation 300
2. Application for registration of Limited Liability Partnership 200
3. Annual renewal for Professional Corporation 300

L. Continuing Professional Development

1. Approval of remedial CPD plan 500
2. Appeal of decisions 100
3. Reinstatement fee payable by member disqualified for failing to comply with
the CPD Policy 750
4. Late compliance fee 400

M. Firm Regulation Compliance

1. Late delivery fine 200
2. Compliance fine500 per month

[Part D(4) and (5), Student-at-law Fees, deleted, May 1, 2020]

[Part G(2) amended, April 29, 2022]

[Part C(1) amended, May 11, 2022]

[Part A(1) and (2) amended; Part E(3) and (4) amended; Part K(1) and (3) amended, October 28, 2022]

[Part C(1) amended, April 28, 2023]

[Part A(2) amended, September 22, 2023]

Practice Directive Number 3 – Remote Execution of Wills via Electronic Means

(Enacted April 16, 2020)
(Amended August 7, 2020)
(Amended effective July 1, 2022)

Law Society of Saskatchewan Practice Directive

Number 3

Remote Execution of Wills Via Electronic Means

WHEREAS the Government of Saskatchewan has amended *The Wills Act, 1996* in a manner that modifies the requirements of how the execution of wills may be witnessed by lawyers to allow for the witnessing of signatures via electronic means;

AND WHEREAS in *The Wills Act, 1996*, ‘**electronic means**’ means an electronic means of communication that includes visual aspects by which a lawyer and the testator of a will and the witnesses are able to adequately communicate with each other at all times during the course of their meeting;

AND WHEREAS the Law Society of Saskatchewan is entitled to impose additional regulatory requirements in relation to the manner in which lawyers avail themselves of these remote witnessing provisions;

AND WHEREAS the Law Society of Saskatchewan is authorized to issue directives;

THE LAW SOCIETY OF SASKATCHEWAN HEREBY DIRECTS that lawyers who avail themselves of these remote witnessing provisions shall:

- upon receipt of a signed but unwitnessed, or partially witnessed, non-holograph will from a testator, a lawyer must, before signing as a witness, complete a line by line comparison of that document against the document that the lawyer created and sent to the client to ensure that no unauthorized alterations have been made while the document has been in transit;
- where the lawyer did not draft the will and is acting as a witness only, and therefore has no document to compare the partially signed will against, the lawyer shall, before signing as a witness, communicate verbally, or through other means, the entire contents of the will to the testator during the meeting via electronic means to confirm the intentions of the testator;
- where the testator has made handwritten amendments or interlineations on the face of the will, the amendments/interlineations must be confirmed by the lawyer, word for word, with the testator during the meeting via electronic means;
- require that the testator and any witnesses to the will display photo identification, and ensure that they obtain a screen capture (or alternatively a photo of their screen) showing the face of the testator and any witnesses of the will alongside their photo identification;
- manage risks associated with fraud, identity theft, undue influence, duress and potential lack of capacity by:

- o Considering whether there are red flags of fraud in the matter;
 - o Assessing whether there is a risk that the testator may be subject to undue influence or duress, including observing who else is physically in the room with the testator during the execution of the will. If there is such a risk, consider if you are able to assist the testator at this time without meeting in person;
 - o Confirming the testator's understanding about the will they are executing and provide adequate opportunity for them to ask questions during the meeting carried out by electronic means; and
 - o Being alert to the fact that persons may attempt to use the execution of documents by electronic means as an opportunity to commit fraud or other illegal acts.
- amend any jurats as required to include the words "via electronic means" or other appropriate details to ensure that users of the signed document are fully aware of the manner in which the document was signed.
 - prepare a written record, in Form PD3 prescribed by the Law Society of Saskatchewan to be retained by the Lawyer, detailing how the above noted risks associated with the execution of documents by electronic means were addressed and detailing that the contents of the will were verified through line by line comparison or, where necessary, through recitation.

Lawyers continue to be required to adhere to all Law Society of Saskatchewan Rules governing client identification and verification.

Form PD3 – Declaration of Lawyer Who has Witnessed a Will via Electronic Means

(Enacted April 16, 2020)
(Amended August 7, 2020)
(Amended effective July 1, 2022)

FORM PD3

DECLARATION OF LAWYER WHO HAS WITNESSED A WILL

VIA ELECTRONIC MEANS

I _____, of _____, in the Province of _____, a Lawyer, did on _____, _____ witness, via electronic means, _____ (the "Testator") acknowledge their signature affixed to their will as Testator.

During the meeting via electronic means the second witness signature was dealt with via the following means:

_____ I was physically in the presence of _____, who acted as the second witness to the Testator's acknowledged signature;

OR

_____ The Testator was physically in the presence of _____, who acted as a first, in-person witness to the will and that individual acknowledged their signature to me;

OR

_____ the Testator and I were joined via electronic means by _____, who acted as the first remote witness to the will and that individual acknowledged their signature to me and the Testator. The Testator acknowledged the Testator's signature to both of us.

Pursuant to Law Society of Saskatchewan Practice Directive 3, issued April 16, 2020 and amended August 7, 2020 and July 1, 2022, I confirm that:

_____ I have completed a line by line comparison of the will that I prepared against the partially executed will that I received back from the Testator and have confirmed that no unauthorized alterations were made.

OR

_____ I was acting as a witness only in relation to the Testator's will, and as I had no document that I had created to compare to, I communicated the entirety of the will verbally or by other means to the Testator during our meeting via electronic means to confirm the Testator's intentions.

Any alterations or interlineations on the face of the will that I received from the Testator were communicated to the Testator and confirmed during our meeting via electronic means.

I have turned my mind to the risks associated with the witnessing of documents via electronic means. I have assessed the following risks, and have answered "yes" or "no" to indicate where I have identified concerns:

1. Have I identified any indicia that the transaction might be fraudulent? ____
2. Did I identify concerns, including the physical presence of a third party in the company of my client while they were signing the documents, suggesting that there is a risk that the client may be subject to undue influence or duress? ____
3. Did I identify concerns about my client's understanding about the documents they are executing?

4. Did I identify concerns about my client not having an adequate opportunity to ask questions about the document being signed? ____

Where I have indicated "yes" to the statements above, I managed the risks by the following means:

Attached hereto is a screen capture of, or a photograph of a screen showing the testator and any witnesses to the will with their photo identification that was presented to me via electronic means during the session where the above noted documents were executed.

I DO SOLEMNLY DECLARE that the statements contained in this form are complete and true in every respect. AND I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath.

DATE

Signature of Lawyer

[Practice Directives 1 – 3 and Form PD1 added for historical purposes, June 1, 2020]
 [Form PD3 added for historical purposes. Was inadvertently missed in the June 1, 2020 additions]
 [Practice Directive 1 and Form PD1; Practice Directive 3 and Form PD3 amended, September 18, 2020]
 [Practice Directive 1 and Form PD1; Practice Directive 3 and Form PD3 amended, effective July 1, 2022]
 [Practice Directive 1 and Form PD1 amended, effective February 16, 2023]
 [Practice Directive 2 repealed in its entirety, August 29, 2023]