

LCRO 148/2013

**CONCERNING**

an application for review pursuant to section 193 of the Lawyers and Conveyancers Act 2006

**AND**

**CONCERNING**

a determination of a Standards Committee

**BETWEEN**

**CL and ZA**  
Applicant

**AND**

**GU**  
Respondent

**The names and identifying details of the parties in this decision have been changed.**

**DECISION**

**Introduction**

[1] Mr CL and Mr ZA (the lawyers) have applied for a review of a decision by a Standards Committee determining that their actions in personally serving Mrs GU, rather than asking her lawyer if he was authorised to accept service on her behalf, constituted unsatisfactory conduct by the lawyers.

**Background**

[2] Mr GU instructed Mr CL and Mr ZA in late 2012. Mr GU was endeavouring to resolve disputes over relationship property with his former wife, which had eventuated as a result of the Christchurch earthquakes. Mr GU's situation was made more difficult by the parties having signed an agreement pursuant to s 21 of the Property (Relationships) Act 1976 (PRA) in full and final settlement of all relationship property claims between them (the agreement).

[3] Mrs GU was represented by Mr RF.

[4] Being unable to bring matters to a satisfactory conclusion, in early December 2012 Mr GU instructed the lawyers to draft and file applications under the PRA in the Family Court. I take it from the nature of the applications filed that Mr GU considered his situation was urgent.

[5] The proceeding included applications for orders setting the agreement aside, interim injunction and an abridgment of the time available to Mrs GU in which to file a notice of defence. Given the urgency perceived by Mr GU, the latter was to be filed without Mrs GU being put on notice.

*13 December 2012*

[6] On 13 December 2012 the lawyers filed the proceeding.

[7] The lawyers emailed a copy of the documents filed to Mr RF, saying only that they were provided to him as a matter of courtesy.

[8] The Family Court granted orders reducing the time for Mrs GU to file a notice of defence from the longer period generally allowed under the Family Courts Rules, to only three working days. The Court allocated an urgent hearing on 20 December 2012. I take it the Court was persuaded to Mr GU's view that matters should be addressed with a level of urgency.

[9] The lawyers emailed the Court's directions to Mr RF, again saying only that they were provided as a matter of courtesy.

[10] The lawyers arranged for a licensed private investigator to serve the proceeding on Mrs GU.

[11] The private investigator served Mrs GU at her home.

[12] I take it Mrs GU contacted Mr RF shortly after she was served, because Mr RF emailed Mr ZA asking him to explain why Mrs GU had been personally served, and intimating that she would lodge a complaint to the Law Society.

[13] Mr ZA inadvertently sent an email intended for Mr GU, who happens to share the forename X with Mr RF, to Mr RF. The email said: "this just in from [Mr RF]. Exactly the sort of reaction we had anticipated".

### **The complaint and the Standards Committee decision**

[14] On 17 January 2013 Mrs GU lodged a complaint with the New Zealand Law Society (NZLS). The substance of Mrs GU's complaint was that:

- (a) She objected to being served personally at her home when Mr CL and Mr ZA were well aware that she had legal representation.
- (b) She considered being served personally was "extremely confrontational, bullying and manipulative".
- (c) Mrs GU was already under significant pressure as a result of the matters that were the subject of the proceeding, and was distressed by being served personally.

[15] The Standards Committee delivered its decision on 16 April 2013.

[16] The Committee determined that there had been unsatisfactory conduct by Mr CL and Mr ZA, who was acting under Mr CL's direction, and made the following orders pursuant to s156 of the Act:

- (a) Mr CL and Mr ZA were ordered to each provide a written apology to Mrs GU.
- (b) Mr CL, the supervising partner, was ordered to pay costs of \$500 to the Law Society pursuant to s 156(1)(n) of the Lawyers and Conveyancers Act 2006 (the Act).

[17] In reaching its decision the Committee determined that:

- (a) Mr CL and Mr ZA should not have served Mrs GU personally without enquiring of her solicitor whether he was authorised to accept service.
- (b) The actions of Mr CL and Mr ZA were not in accordance with the normal convention of asking a lawyer acting for a party if he or she is authorised to accept service of court proceedings on behalf of their client.
- (c) In view of the email that was mistakenly sent to Mr RF, the actions of Mr CL and Mr ZA were purposely aimed to humiliate and annoy Mrs GU, which was unacceptable, and was a breach of rules 2.3, 10 and 12 of

the Lawyers and Conveyancers Act (Lawyers: Conduct and Client Care) Rules 2008 (the Rules).

### **Application for review**

[18] The lawyers filed an application for review on 28 May 2013. The outcome sought is the reversal of the unsatisfactory conduct determination in respect of both lawyers.

[19] The lawyers submit:

- (a) There is no written authority establishing the convention concerning service relied upon by the Committee.
- (b) Even if there was such a convention, personal service was reasonable in the circumstances.
- (c) Rule 10.2.6 applied. This rule provides that:

A lawyer may communicate directly with a person represented by another lawyer where that communication is a notice or a proceeding or other document that must be given to that person in order to be effective.

- (d) In deciding how to proceed, it was incumbent on the lawyers to consider the propensity of Mr RF to cause unnecessary costs, complications and delay. In the circumstances it was prudent not to ask Mr RF whether he would accept service but to leave it to him to volunteer.
- (e) By providing the documents to Mr RF, it was made clear that he had the opportunity to accept service otherwise the normal method of service would be implemented.
- (f) There is nothing to suggest any unprofessionalism demonstrated by Mr CL and Mr ZA in the service of Mrs GU.
- (g) Lawyers of good standing would not determine the actions of Mr ZA and Mr CL unacceptable in terms of section 12(b) of the Act.
- (h) Mr ZA refutes any intention to cause embarrassment, stress of inconvenience to Mrs GU. His primary aim was to effect service immediately.

- (i) The Committee misinterpreted the email which was a reference to Mr RF's propensity to make complaints to the Law Society.

[20] Mrs GU was invited to comment on Mr CL and Mr ZA's review application.

[21] Mrs GU submits that:

- (a) Rule 10.2.6 did not apply because service on her lawyer, Mr RF would have been equally effective.
- (b) There was no need to personally serve her, when all Mr CL and Mr ZA had to do was ask her lawyer to accept service.
- (c) She felt ambushed and extremely embarrassed by being served at home in view of her visitor and neighbours.

### **Review on the papers**

[22] The parties have agreed to the review being dealt with on the papers pursuant to s 206(2) of the Act. Section 206(2) allows a Legal Complaints Review Officer (LCRO) to conduct the review on the basis of all the information available if the LCRO considers that the review can be adequately determined in the absence of the parties, as is the case here.

### **Nature and Scope of Review**

[23] The nature and scope of a review have been discussed by the High Court, which said of the process of review under the Act:<sup>1</sup>

... the power of review is much broader than an appeal. It gives the Review Officer discretion as to the approach to be taken on any particular review as to the extent of the investigations necessary to conduct that review, and therefore clearly contemplates the Review Officer reaching his or her own view on the evidence before her. Nevertheless, as the Guidelines properly recognise, where the review is of the exercise of a discretion, it is appropriate for the Review Officer to exercise some particular caution before substituting his or her own judgment without good reason.

[24] More recently, the High Court has described a review by this Office in the following way:<sup>2</sup>

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<sup>1</sup> *Deliu v Hong* [2012] NZHC 158, [2012] NZAR 209 at [41].

A review by the LCRO is neither a judicial review nor an appeal. Those seeking a review of a Committee determination are entitled to a review based on the LCRO's own opinion rather than on deference to the view of the Committee. A review by the LCRO is informal, inquisitorial and robust. It involves the LCRO coming to his or her own view of the fairness of the substance and process of a Committee's determination.

[25] Given those directions, the approach on this review, based on my own view of the fairness of the substance and process of the Committee's determination, has been to:

- (a) Consider all of the available material afresh, including the Committee's decision; and
- (b) Provide an independent opinion based on those materials.

### **Review Grounds**

[26] The first two review grounds are that there is no written authority establishing the convention concerning service relied upon by the Committee, and even if there were, personal service was reasonable in the circumstances. The lawyers refute any intention to cause embarrassment, stress or inconvenience to Mrs GU saying their primary aim was to effect service immediately.

[27] In deciding how to proceed, the lawyers say it was incumbent on them to consider what they describe as Mr RF's propensity to cause unnecessary costs, complications and delay. They say that in the circumstances it was prudent not to ask Mr RF whether he would accept service but to leave it to him to volunteer. By providing the documents to Mr RF, the lawyers say they made it clear to him that he had the opportunity to accept service, otherwise service would be effected by the "normal method". The lawyers say the Committee misinterpreted the email by treating it as an affront to Mrs GU. They say that in fact it was a reference to Mr RF's propensity to make complaints to the Law Society.

[28] The lawyers say rule 10.2.6 applied. That rule is considered in the analysis section below, as is the broader question of whether there is anything that suggests a lack of professionalism by Mr CL and Mr ZA.

[29] While the lawyers say that other lawyers of good standing would not determine their actions unacceptable in terms of s 12(b) of the Act, that is not the only

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<sup>2</sup> *Deliu v Connell* [2016] NZHC 361, [2016] NZAR 475, at [2].

measure. Mrs GU is a member of the public and a party to litigation. Mrs GU's views must carry some weight, given the Act's purposes. The definitions of unsatisfactory conduct contained in the Act also refer to contraventions of the Act and practice rules made under it.

### **Analysis**

[30] Lawyers' conduct is regulated in light of the purposes of the Act set out in s 3 of the Act which are to:

- (a) maintain public confidence in the provision of legal services...;
- (b) protect consumers of legal services...;
- (c) recognise the status of the legal profession....

[31] A purposive approach is to be adopted when consideration is given to the application of the Act and rules made under it.

[32] Section 4 of the Act requires lawyers who provide regulated services to comply with certain fundamental obligations. Those obligations include being independent in providing regulated services to clients, and protecting the interests of their clients. All obligations are subject to the lawyer's overarching duties as an officer of the High Court, and duties imposed under any enactment.

[33] Obligations owed to others, such as Mrs GU who is the client of another lawyer, come next.

[34] Conduct towards others is measured according to the standards in the Act which include unsatisfactory conduct. That term is defined for the purposes of the Act at s 12 as meaning:

- (a) conduct of the lawyer...that occurs at a time when he...is providing regulated services and is conduct that falls short of the standard of competence and diligence that a member of the public is entitled to expect of a reasonably competent lawyer.
- (b) conduct of the lawyer...that occurs at a time when he...is providing regulated services and is conduct that would be regarded by lawyers of good standing as being unacceptable, including -
  - (i) conduct unbecoming a lawyer...
  - (ii) unprofessional conduct; or

- (c) conduct consisting of a contravention of this Act, or of any regulations or practice rules made under the Act that apply to the lawyer...to protect consumers of legal services...;

[35] The facts do not raise questions of whether the lawyers lacked competence or diligence, so s 12(a) does not apply. The complaint raises the question of whether the lawyers conducted themselves in accordance with the standards of lawyers of good standing and the rules when they circumvented Mr RF's involvement, and communicated directly with Mrs GU by serving her.

[36] The rules referred to in s 12(c) include the Lawyers and Conveyancers Act (Lawyers: Conduct and Client Care) Rules 2008 (the rules). The rules provide minimum standards. Each lawyer is personally responsible for ensuring he or she complies.

[37] Chapter 10 of the rules regulates lawyers' professional dealings. In particular rule 10.2 and its sub rules set out a comprehensive process that should have guided Mr CL and Mr ZA when they considered how to manage their communications with Mrs GU, acting on Mr GU's instructions. Rule 10.2 and those that follow say:

**Communicating with another lawyer's client**

- 10.2 A lawyer acting in a matter must not communicate directly with a person whom the lawyer knows is represented by another lawyer in that matter except as authorised in this rule.
- 10.2.1 A lawyer may communicate directly with a person whom the lawyer knows is represented by another lawyer where the matter is urgent and it is not possible to contact that person's lawyer or an appropriate member of his or her practice. In communicating with the other lawyer's client directly, the lawyer must act fairly towards the other lawyer's client at all times and must promptly notify the other lawyer of the details of the communication.
- 10.2.2 A lawyer may communicate directly with a person if the lawyer reasonably believes that that person is no longer represented by another lawyer. In that event, the other lawyer must be notified in advance of the lawyer's intention to communicate directly with that person.
- 10.2.3 A lawyer may communicate directly with a former client who is represented by a new lawyer for the purpose of confirming the client's instructions and arranging for the orderly transfer of the client's matters to the new lawyer.
- 10.2.4 A lawyer may recommend to a client that the client make direct contact with any other party.
- 10.2.5 A lawyer may communicate directly with a person represented by another lawyer where the person consents to the communication and



the other lawyer has been given reasonable notice of the intended communication. In communicating with the other lawyer's client directly, the lawyer must act fairly towards the other lawyer's client at all times.

- 10.2.6 A lawyer may communicate directly with a person represented by another lawyer where that communication is a notice or proceeding or other document that must be given to that person in order to be effective.

[38] Mr CL and Mr ZA were lawyers acting in a matter on behalf of Mr GU. The lawyers knew Mr RF was acting for Mrs GU in the matter, so rule 10.2 prohibited them from communicating directly with Mrs GU. I take it that the process server acting as the lawyers' agent on their instructions constitutes a direct communication by the lawyers. The lawyers have not argued otherwise.

[39] The only way either of the lawyers could communicate directly with Mrs GU was if that communication was authorised by the exceptions to the rule. Those exceptions are set out in the sub rules 10.2.1 to 10.2.6. Rule 10.2.2 does not apply because the lawyers had no reason to believe Mr RF no longer represented Mrs GU. For obvious reasons rules 10.2.3 and 10.2.4 do not apply. That leaves the exceptions under rules 10.2.1, 10.2.5 or 10.2.6. The lawyers say direct communication with Mrs GU was authorised by rule 10.2.6.

[40] As to rule 10.2.1, the matter was urgent. Direct communication would have been authorised by that rule if the lawyers had been unable to contact Mr RF or an appropriate member of his or her practice.

[41] Rule 10.2.5 would have authorised the lawyers to communicate directly with Mrs GU if she had consented to that communication, and they had given Mr RF reasonable notice of their intended communication.

[42] In the circumstances, for direct communication to be authorised by rule 10.2.1 or 10.2.5 the lawyers would have had to clearly communicate to Mr RF their intention to communicate directly with Mrs GU in advance, and invite his response within a given timeframe.

[43] In fact the lawyers did contact Mr RF by email, but they did not invite a response. He did not respond. He may have instructions to respond, or he may have had instructions not to respond, from Mrs GU. The lawyers could not know. However, of greater significance is that, for reasons Mr CL has explained, the lawyers did not invite a response.

[44] As they knew Mrs GU was represented by a lawyer, regardless of who that lawyer was, rule 10.2 meant Mr CL and Mr ZA had to be certain their direct communication with Mrs GU fell within one of the exceptions to rule 10.2. They had virtually the whole of the working day on 13 December 2012, and perhaps even longer, to contact Mr RF and make the necessary enquiries to ensure direct communication was properly authorised by at least one of the exceptions to rule 10.2.

[45] Rule 10.2 and its sub rules set out a process by which lawyers can manage the situation in which Mr CL and Mr ZA found themselves. If they had followed that process the lawyers could have explained to Mr RF they were aware he had been acting for Mrs GU and that they were acting for Mr GU. They could have advised Mr RF that their client's instructions were to file urgent applications, and asked him to urgently confirm whether Mrs GU had instructed him to accept service, or whether she consented to being personally served. The lawyers could have said that, given the urgency of their client's situation, if they had not received a response to their enquiries by the time the Court released the proceeding for service, they would arrange for service to be effected on Mrs GU personally by an agent in accordance with the Family Courts Rules. The lawyers could have added, with good reason, that direct communication with Mrs GU might shortly become necessary, to ensure she had notice that Mr GU would strenuously resist any steps she might take to compromise the interests he sought to protect by filing an application for injunction.

[46] Correspondence along those lines would have opened up three possible options on which the lawyers could have relied for authorisation to avoid the prohibition in rule 10.2, without compromising Mr GU's interests. The way would have been left clear for them to effect personal service on Mrs GU in accordance with the rules, whether Mr RF was authorised to accept service or not. Sending courtesy copies was sufficient to put Mr RF on notice that proceedings were likely to be served shortly. The lawyers do not say, and there is no reason to believe, that Mr RF may have advised his client to expedite whatever she was doing so as to prevent Mr GU from realising his interests. By corresponding with Mr RF along the lines suggested, the lawyers could have demonstrated they had turned their minds to the process envisaged by the relevant rules and taken steps to ensure their direct communication with Mrs GU fitted within one of the three exceptions that were available to them in the morning of 13 December 2012.

[47] That is not what the lawyers did.

[48] Once the relevant circumstances had arisen, the process envisaged the lawyers making enquiries and giving directions, so they could progress matters on behalf of Mr GU. Asking the right questions would have put Mr RF in a position of having to act in accordance with instructions already provided, or to seek instructions from Mrs GU. If Mr RF responded, the lawyers would have their answer. If he did not, service could be effected by the agent as the lawyers had indicated might occur if they had not heard back from Mr RF by the deadline with confirmation that he was authorised to accept service.

[49] Unfortunately, communication with Mr RF broke down, leaving the lawyers in the position of having to rely on rule 10.2.6 as their only defence to having conducted themselves in a manner that was inconsistent with the prohibition rule 10.2 imposes.

[50] Mrs GU says it was not necessary for her to be personally served for the documents to be effective. I take it from that that she had, or would have, instructed Mr RF to accept service on her behalf. She says she was already under pressure because of the situation that led to Mr GU commencing proceedings. As Mr RF was acting for her it must be assumed that if he had not already done so, given the right prompt, he would have explained to her that proceedings were going to be served shortly, how that could be done, and asked her what her preference was for managing that. It is not difficult to understand a level of indignation at having been personally served, particularly if Mrs GU previously had an expectation about how service should be effected on Mr RF.

[51] Mrs GU is a member of the public whose confidence in the provision of legal services is to be maintained. She is also a consumer of legal services, albeit from Mr RF, not the lawyers. The Act recognises the status of the lawyers and Mr RF as members of the legal profession. Mrs GU has a right to be represented, and a justified expectation that her former husband's lawyers will not communicate directly with her without first going through a process that includes checking with her lawyer.

[52] When acting in a professional capacity, Mr CL and Mr ZA were obliged to conduct their dealings with Mrs GU in accordance with the rules. The rules imposed obligations on the lawyers to conduct their dealings with Mrs GU with integrity, respect and courtesy,<sup>3</sup> and generally to maintain<sup>4</sup> proper standards of professionalism.<sup>4</sup>

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<sup>3</sup> Lawyers and Conveyancers Act (Lawyers: Conduct and Client Care) Rules 2008, r 12.

<sup>4</sup> Rule 10.

[53] The lawyers' evidence highlights the reasons for them not having followed the process set out in rule 10.2 and its sub-rules. The lawyers' response to Mrs GU's complaint is primarily from Mr CL. I accept, as Mr CL says, that Mr ZA was acting according to his directions. Unfortunately, Mr CL's responses in the complaints process are suggestive of a more unsettling problem.

[54] Mr CL and Mr ZA were each under a fundamental obligation, when providing regulated services to Mr GU, to be independent in providing those services. Leadership, including thought leadership, is part of Mr CL's role as Mr ZA's supervisor and mentor. Mr CL's evidence alludes to personal conflict. However difficult he finds his dealings with Mr RF, whether he finds his conduct provocative or not, Mr CL should not allow his difficulties to have the effect of compromising Mr ZA's independence or his own.

[55] The email Mr ZA inadvertently sent to Mr RF suggests that Mr CL's views, and perhaps Mr ZA's own experience, had the effect of compromising their objectivity, and potentially their independence, when dealing with Mr RF. However, the evidence is not sufficient to prove a contravention of rule 10.1. I consider it was reasonable for Mr CL and Mr ZA to have warned their client if they considered Mr RF was a formidable adversary. It is not clear that anything they said to Mr GU was disrespectful or discourteous to Mr RF such as to constitute a contravention of rule 10.1.

[56] However, I consider it unlikely that the lawyers intended any deliberate slight to Mrs GU.

[57] That said, the rules provide minimum standards. Each lawyer is personally responsible for ensuring he or she complies. The lawyers say service was effected by the usual method. I take it that is a reference to the method of service provided for in the rules that apply to service of proceedings commenced in the Family Court. I assume those rules provide for personal service on a party in Mrs GU's position. That being the case, there is nothing objectionable in Mr CL and Mr ZA having arranged for Mrs GU to be personally served if that accords with the relevant rules of Court. However, rules 10.2 to 10.2.6 provide a process that anticipated them communicating their intentions clearly to Mr RF first.

[58] The Court had reduced the time for Mrs GU to file notice of her intention to defend Mr GU's proceeding to three days. The lawyers' obligations to their client meant they had a duty to their client to bring the proceeding to Mrs GU's notice as soon

as possible. Although they served courtesy copies on Mr RF, knowing he represented Mrs GU, rule 10.2 anticipates Mr CL and Mr ZA would make certain enquiries.

[59] In the circumstances Mr CL and Mr ZA should first have explored whether they might be authorised to communicate directly with Mrs GU by rules 10.2.1 or 10.2.5. I am not persuaded by the argument that the injunction proceeding had to be served on Mrs GU in person in order to be effective. I do not consider the lawyers can rely on their own failure to attempt to obtain authority under rules 10.2.1 or 10.2.5 before placing reliance on rule 10.2.6. It follows that I do not consider the lawyers were authorised by any of the exceptions to rule 10.2 to communicate directly with Mrs GU.

[60] I accept that the email was inadvertently sent to Mr RF. As intimated above, I do not accept it should be interpreted as any kind of slight to Mrs GU. I accept the evidence of Mr CL and Mr ZA that they did not intend to unnecessarily embarrass, distress or inconvenience Mrs GU. I doubt their focus was on her. However, I consider Mr CL and Mr ZA acted in a way that was inconsistent with rule 2.3 *vis a vis* Mrs GU. I consider the lawyers' conduct towards Mrs GU was inconsistent with rule 12 because it was disrespectful of her right to have Mr RF act as buffer to her receiving communication direct from her former husband's lawyers.

[61] The lawyers' primary obligations were to their client, whose instructions were to act with urgency to preserve assets in quite unusual circumstances, including the agreement having been signed and assets affected by the unforeseeable Christchurch earthquakes in 2012. The urgency was not such as to prevent the lawyers from stepping through the process provided by rules 10.2.1 to 10.2.6.

[62] I accept that Mrs GU was upset by being personally served. I consider her reaction is a result of professional impropriety by Mr ZA and Mr CL by their contravention of rule 10.2 and failure to follow the process set out in its sub-rules, and thus by conduct that is inconsistent with rules 2.3 and 12. I consider the lawyers' conduct towards Mrs GU falls within the definition of unsatisfactory conduct in s 12(c).

### **Committee process**

[63] The decision refers to a history of discord between practitioners. In the complaint process, responses are sent to the other party to a complaint, in this case Mrs GU as the complainant. The lawyers' responses in the course of the complaint process do little to further the purposes of the Act.

[64] At page 4 of the decision the Committee expressed “some embarrassment at the actions of their professional colleagues”. If the underlying theme of the decision is that discord between practitioners has affected the outcome of the complaint process that may result in unfairness. That would be problematic for the Committee. However, the comments in the decision are not sufficient for this Office to form a view one way or the other, and the outcome of the complaint process is similar to the end result of this review, although for different reasons.

### **Summary**

[65] For the reasons set out above, the decision that the lawyers’ conduct was unsatisfactory is confirmed. That determination is made pursuant to s 12(c) of the Act. There is no reason to impose different orders pursuant to s 156 of the Act. The apologies should be delivered and the costs paid promptly if those matters have not already been attended to.

### **Decision**

Pursuant to ss 211(1)(a) and 152(2)(b)(i) of the Lawyers and Conveyancers Act 2006 this review is determined on the basis that the Committee’s determination is amended to record that there has been unsatisfactory conduct on the part of Mr CL and Mr ZA as defined in s 12(c), for conduct consisting of a contravention of rule 10.2 of the Lawyers and Conveyancers Act (Lawyers: Conduct and Client Care) Rules 2008 and orders made pursuant to s 156 are confirmed.

### **Costs on review**

The LCRO has discretion to order costs on review pursuant to s 210 of the Act and the LCRO’s costs orders guidelines. In accordance with the Guidelines, the application having been unsuccessful, Mr CL is ordered to pay costs of \$1,200 for a review of average complexity in respect of both practitioners. No costs order is made against Mr ZA. Costs to be paid to NZLS within 28 days of the date of this decision.

**DATED** this 25<sup>th</sup> day of May 2016

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**D Thresher**  
**Legal Complaints Review Officer**

In accordance with s 213 of the Lawyers and Conveyancers Act 2006 copies of this decision are to be provided to:

Messrs ZA and CL as the Applicants  
Mrs GU as the Respondent  
Ms VH as a Related Person  
A Standards Committee  
The New Zealand Law Society