

CONCERNING

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

AND

CONCERNING

a determination of the Standards Committee

BETWEEN

HR

(on behalf of [Company])

AND

OW AND CT

Respondents

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

DECISION

Introduction

[1] Mr HR has applied for a review of a decision by the Standards Committee dated 24 February 2014 in which the Committee decided to take no further action in respect of his complaint against Ms OW and Mr CT (the lawyers).

Background

[2] Mr CT is a Partner in the law firm [Law Firm A]. Ms OW was a senior employee of [Law Firm A]. The lawyers acted for their client and its insurer (the clients) in a complex, multi-party High Court civil proceeding (the clients' proceeding).

[3] Ms OW was responsible for identifying an appropriately qualified expert to provide a report giving his opinion on two matters that the lawyers considered relevant to the determination of liability in the clients' proceeding. Ms OW contacted Mr HR and discussed his expertise and availability to assist. On the basis of that conversation, she instructed Mr HR, through his firm [Company], by letter dated 6 April 2010 (the initial instructions). For the purposes of this review, it is unnecessary to distinguish between Mr HR and his company, and all references are to Mr HR.

[4] The initial instructions went out on [Law Firm A's] letterhead, marked for Mr HR's attention, and were signed by both lawyers. The initial instructions relevantly say:

Expert instructions – [Event] – [Client]

1. Thank you for agreeing to accept our instructions to provide us with independent expert advice about the above matter.
2. We outline below the background facts relevant to the claim against [client] and the issues on which we would like you to provide your opinion.
- ...

Issues

18. We would be grateful if you could provide us with advice on the following issues:
- ...
19. The above issues may need to be refined or enlarged before you finalise your report. Please feel free to contact us to discuss any issues that arise during your investigation.
20. Please advise us if you require any further documents or any further details from us before providing us with your opinion.
21. Finally, we would be grateful if you could confirm by email your charge out rate for this work.
22. We look forward to hearing from you.

[5] Mr HR responded by email saying that his hourly rate was \$360 plus GST and any disbursements, and his time estimate would depend on his discussions later in the week.¹

[6] There is no evidence that either of the lawyers confirmed to Mr HR whether or not his hourly rate or any estimate of time was acceptable. Nor is there any evidence that they discussed a framework for his billing, asked him to cap his fee, imposed an upper limit, or gave any indication of their fee expectations of him.

[7] Mr HR then embarked on the lawyers' instructions apparently with no particular constraint on the time he might spend, or the fees he might charge.

[8] By 9 November 2010 Mr HR had completed a considerable amount of work in response to the lawyers' instructions including carrying out investigations and research preparatory to providing draft and amended reports, meeting with Mr CT and Ms OW, receiving and considering further information, addressing that in his report, receiving

¹ Email HR to OW (11 May 2010).

their further instructions, and producing his final report.² The lawyers' instructions to Mr HR were wide ranging and called on his depth of expertise. He refers to Ms OW's rigour in interrogating his findings, testing his conclusions, directing him to revise and clarify his report, and her instructions to hypothesise, and generally identify anything "that would trip us up".

[9] Although the lawyers regularly communicated with Mr HR, refining and enlarging on the initial instructions as his report developed, there is no evidence of them expressing any interest whatsoever in his fees between April and 9 November 2010.

[10] On 9 November 2010 Ms OW requested an estimate of the time Mr HR had spent, closely followed by a request that he provide an invoice. Ms OW says Mr HR did not immediately provide an account, but told Ms OW how much time he had recorded, and the value of that based only on his hourly rate, which was \$110,880.

[11] Until then Ms OW had no idea how much time Mr HR had spent between April and mid-November 2010. When she discovered how much time he had put in, and the extent of the fees he might claim, she says she was shocked. She says it was then that she told him that, based on her experience of instructing experts, the cost of their reports usually ranged from \$20,000 and \$30,000. Ms OW says she immediately raised a dispute with Mr HR over the reasonableness of the fees he might charge for the time he had devoted to the matter from April to November 2010.

[12] By 16 November 2010 the lawyers had reached agreement with Mr HR on the future of their instructions to him. That represented a significant change in their initial instructions. The lawyers would estimate the time he would need to spend from then on. They did not agree how much he would be paid for the time he had spent up to that point.

[13] It took some time for Mr HR to then formulate his invoice for his April to November fees. Mr HR's accounts are dated 10 and 31 March 2011. Mr HR indicated when he provided those accounts that they did not include a substantial portion of the time consumed giving effect to the lawyers' instructions between April and mid-November 2010.

[14] At various times the parties discussed how the dispute over Mr HR's fees might be resolved, but without success. When none of his fees had been paid nearly a year after he had rendered his invoices, Mr HR commenced debt recovery proceedings

² Letter CT to [Law Firm B] (14 February 2013).

against Mr CT and [Law Firm A] in the District Court on 1 February 2012 (the debt recovery proceeding). The debt recovery proceeding was set down for hearing in 2013, having been transferred to the High Court. On 23 March 2013, five weeks before the hearing was scheduled to commence, the parties reached settlement. Mr HR was paid \$94,500, and reserved his rights under the Lawyers and Conveyancers Act 2006 in the following terms:

Mr HR is free to exercise any rights he may have otherwise under the Lawyers and Conveyancers Act 2006. Conversely [the lawyers do] not acknowledge any wrongdoing by this reservation.

[15] Mr HR says that it was only the reservation of his rights under the Act that made settlement for significantly less than the fees he believed he was entitled to that made the terms of settlement palatable to him overall.

[16] Having dwelt on the situation for several months, Mr HR then exercised his right to lay a complaint to the New Zealand Law Society (NZLS) under the Act on 30 September 2013.

New Zealand Law Society Process

The Complaint

[17] In his complaint to NZLS, Mr HR objected to what he describes as the lawyers' unprofessional behaviour in refusing to pay him, referring to their failures to make any concessions or good-faith attempts even to resolve the undisputed portion of the account in a timely manner. Mr HR's complaint is fulsome, and carefully worded.

[18] He refers to his instructions from the lawyers requesting his expert opinion, and says that the lawyers imposed no constraint on the time he should spend in preparing his report. He says he provided his expert opinion to the lawyers, and it was instrumental in them settling the clients' proceeding after mediation on 3 February 2011.

[19] Mr HR provided copies of correspondence, evidence filed in the debt recovery proceeding, and the settlement agreement. The evidence traversed the initial instructions, Mr HR's various requests for information held by the lawyers as his investigation progressed, and Ms OW's careful management of the information she provided to him. Mr HR described inefficiencies in Ms OW's instructions to him, citing by way of example, an email she had apparently received from a government department that she did not provide to him. Mr HR said if she had provided that email to him, he could have "significantly reduced the extra hours that needed to be spent on

this extensive additional analysis”,³ and could have avoided doing 162.2 hours of work for which he had charged, but not been paid.⁴

[20] Mr HR refers to the delay in Ms OW registering any concern about his fees until the bulk of his work was complete, and his response to her that her fee expectations were unrealistically low, given the amount of work she had instructed him to do.

[21] Mr HR says he contacted Mr CT several times to follow up on payment of his fee, but for various reasons payment did not eventuate.

[22] Mr HR says he found the debt recovery proceeding “unsettling and extremely time-consuming”. It impacted on his productivity, his ability to service other clients, and cost him money. He attributes his losses in those respects to the lawyers’ “unprofessional conduct”.

[23] Although Mr HR said he could not secure any further financial recompense from the lawyers, he says the unquantifiable costs to him should be given primacy when considering his complaint, and he believes that the lawyers should be held to account for their:⁵

...deliberate and cynical exploitation of their position as a law firm ... to bully, to delay, to confound, and to employ and to impose time-delaying tactics and increasingly more time-consuming legal hurdles to disadvantage my Consultancy business financially, thereby causing my business to incur ever-increasing legal costs, all of which were employed in an exploitative bid to avoid paying me, although they had contracted me (as [Company]) as their Expert Witness.

[24] Mr HR refers to the impacts on his income over a two-year period, as a consequence of both accepting the brief, and then having to pursue through the debt recovery proceeding to obtain payment.

[25] Mr HR also referred to a peer review obtained by the lawyers in the course of the debt recovery proceeding, which indicated a reasonable fee for all the work he had done would have been \$43,200. Mr HR disagreed with that assessment, and ultimately settled by agreeing to be paid substantially more. However, he considers that the peer review verifies that the amount of the interim payment he had requested for less than that amount was reasonable, and that the lawyers’ refusal to make the interim payment he requested was unreasonable.

³ Complaint to NZLS (30 September 2013) at 5.

⁴ At 9.

⁵ At 8.

[26] Mr HR believes the lawyers' conduct was "disgraceful and dishonourable", a wilful abrogation of their legal obligation to act in good faith towards him, and that they are guilty of professional misconduct. He urges the imposition of the "strongest sanctions available", including a substantial fine, a contribution to his legal costs, and suspension from practice for at least six months.

Practitioners' response

[27] The lawyers' response focused on their efforts to resolve the dispute over Mr HR's fees, and their client's liability for payment of those, saying:

even though [the lawyers] had instructed [Company], [the lawyers were] at all times acting on behalf of [their client] ... so [their client] was ultimately liable to pay [Company]'s account and was at all times instructing [the lawyers] in relation to the account and the conduct of the defence to the claim.

[28] The balance of the five-page response from the lawyers relates to their discovery of how Mr HR's fees had escalated, and an explanation of how they managed his fees from mid-November 2010 onwards, whilst at the same time persuading Mr HR to remain available as an expert witness in the clients' proceeding. The lawyers' response refers to their defence of Mr HR's contractual claims against them, the indemnity they secured from their client and lengthy accounts of their settlement negotiations with Mr HR, which ultimately resulted in him agreeing to accept a reduced amount for the services he had provided to them.

Standards Committee

[29] The Committee considered whether the material before it raised any professional conduct issues, including under Rule 12.2 of the Lawyers and Conveyancers Act (Lawyers: Conduct and Client Care) Rules 2008 (the Rules) which says:

Where a lawyer instructs a third-party on behalf of a client to render services in the absence of an arrangement to the contrary, the lawyer is personally responsible for payment of the third party's fees, costs and expenses.

[30] The Committee did not consider that the lawyers' conduct was inappropriate or unsatisfactory in the context of the rule, and decided that further action was unnecessary or inappropriate pursuant to s 138(2) of the Act. The essence of the decision was that although no estimates had been requested or provided by the parties, they had agreed to settle the contractual aspects of the dispute over Mr HR's fees and he had been paid. The Committee did not consider any professional conduct issues arose.

[31] Mr HR was not satisfied with that outcome, and has applied for a review.

Review Application

[32] Mr HR's review application refers to his complaints, and expresses his dissatisfaction with the Committee having failed to deal with what he considers to be the professional conduct issues arising from his dealings with Ms OW and Mr CT.

The Role of the LCRO

[33] The role of the Legal Complaints Review Officer (LCRO) on review is to reach her own view of the evidence before her. Where the review is of an exercise of discretion, it is appropriate for the LCRO to exercise particular caution before substituting her own judgement for that of the Standards Committee, without good reason.⁶

Scope of Review

[34] The LCRO has broad powers to conduct her own investigations, including the power to exercise for that purpose all the powers of a Standards Committee or an investigator, and seek and receive evidence. The statutory power of review is much broader than an appeal, and gives the LCRO discretion as to the approach to be taken on any particular review and the extent of the investigations necessary to conduct that review.

Review Hearing

[35] Both parties attended a review hearing in [City] on 25 November 2014. After the review hearing a direction was issued indicating that another decision by this Office involving a lawyer's conduct under rule 12.2 was the subject of a judicial review proceeding in the High Court. As a decision by the High Court in that proceeding could have had a bearing on this review, completion of this decision was delayed so that any submissions the parties might wish to make could be informed by the High Court's decision.

High Court Decision

[36] The High Court decision has now been released⁷ recording that the proceeding was resolved by consent between the parties. NZLS was joined as a party after Cooper J expressed concern that "there would be no contradictor before the Court on

⁶ *Deliu v Hong* [2012] NZHC 158, [2012] NZAR 209 at [40]-[41].

⁷ *JH v Legal Complaints Review Officer* [2014] NZHC 3089.

what might be a significant issue concerning the proper interpretation and application of rule 12.2”, namely whether the rule must be read as though the fees of an expert must be “reasonable or proper fees costs and expenses”.

[37] This Office had indicated it would abide the decision of the Court, and the complainant did not wish to be involved in the judicial review proceeding. The reasonableness of the expert’s fee was not one that could be resolved in the High Court proceeding, because it had not been the subject of inquiry by the Committee or this Office. The High Court quashed the decision by this Office which had found a breach by the practitioner of the rule, and directed publication of the decision including his name. The High Court also ordered that the matter not be referred back to this Office, and stayed further pursuit of the complaint.

[38] As to rule 12.2, the decision records that NZLS and the applicant for judicial review agreed:⁸

...the rule is concerned with lawyers’ conduct and their liability to ensure third parties are paid a fair and reasonable fee in the absence of an agreement to the contrary. The means by which a lawyer should satisfactorily address his or her responsibilities, in circumstances such as those arising on the facts of this case, is for the lawyer to determine in a diligent and professional manner. The failure to do so, amounting to a breach of the rule, could have adverse professional consequences.

[39] The parties to this review were provided with a copy of the High Court decision, and given the opportunity to file submissions.

Review issue

[40] The defining feature of this review application is that the contractual issues around liability and quantum between the lawyer and the third party had been resolved by consent before Mr HR laid his complaint. This review application therefore focuses on the question of whether any professional conduct issues remain to be dealt with now that the parties have determined the contractual issues between them.

[41] Mr HR believes there are professional conduct issues to be dealt with. He questions the adequacy of the lawyers’ instructions to him. He supports his position with reference to the consequences the lawyers’ conduct has had on him including the cost and delays involved in settling the debt recovery proceeding.

⁸ At [7].

[42] The nub of the lawyers' response is that, having responsibly resolved the contractual liability and quantum aspects of the dispute, there is nothing more to say. Having carefully considered all of the information available on review, the facts bring into question the lawyers' conduct more broadly in the context of the Act and Rules made under it.

[43] In all the circumstances, the review issues are:

- (a) Whether the lawyers promoted and maintained proper standards of professionalism in their dealings with Mr HR (rule 10);
- (b) Whether the lawyers conducted their dealings with Mr HR with integrity, respect and courtesy (rule 12); and
- (c) Whether Mr CT ensured that the conduct of Ms OW, as his employee, was at all times competently supervised and managed (rule 11.3).

[44] For the reasons discussed below, the answer to each of those questions is no. Those conclusions result in findings of unsatisfactory conduct being made against both lawyers under s 12(a), (b) and (c) of the Act.

[45] The conduct of both lawyers fell short of the standard of diligence that a member of the public is entitled to expect of reasonably competent lawyers,⁹ would be regarded by lawyers of good standing as being unacceptable,¹⁰ and is conduct that contravenes rules 10, 12 and in Mr CT's case, rule 11.3, all of which are practice rules made under the Act that applied to the lawyers at the relevant times.¹¹

Discussion

[46] This Office routinely receives applications for review of decisions on complaints made by third parties about the conduct of lawyers. However, historically complaints by third parties instructed by lawyers are relatively rare. They generally fall to be considered in the context of rule 12.2, and whether the lawyers have met their responsibility to the third party for payment of his or her fees. In this case the lawyers eventually fulfilled that responsibility, but only because Mr HR agreed to reduce his fees, and those fees were paid. That, however, does not necessarily mean the lawyers met all their professional obligations under the Act and Rules to Mr HR throughout their professional relationship with him.

⁹ Lawyers and Conveyancers Act 2006, s 12(a).

¹⁰ Section 12(b).

¹¹ Section 12(c).

The Lawyers and Conveyancers Act 2006

[47] The purposes of the Act are set out at s 3 which says:

- (1) The purposes of this Act are—
 - (a) to maintain public confidence in the provision of legal services...
 - (b) to protect the consumers of legal services...
 - (c) to recognise the status of the legal profession...

[48] The fundamental obligations of lawyers are set out in s 4 of the Act, which states:

Every lawyer who provides regulated services must, in the course of his or her practice, comply with the following fundamental obligations:

...

- (c) the obligation to act in accordance with all fiduciary duties and duties of care owed by lawyers to their clients.
- (d) the obligation to protect, subject to his or her overriding duties as an officer of the High Court and to his or her duties under any enactment, the interests of his or her clients.

[49] Unsatisfactory conduct is defined in s 12 of the Act, which states:

In this Act, unsatisfactory conduct, in relation to a lawyer...means:

- (a) conduct of a lawyer...that occurs at a time when he or she...is providing regulated services and is conduct that falls short of the standard of...diligence that a member of the public is entitled to expect of a reasonably competent lawyer; or
- (b) conduct of the lawyer...that occurs at a time when he or she...is providing regulated services and is conduct that would be regarded by lawyers of good standing as being unacceptable,...
- (c) conduct consisting of a contravention of...practice rules made under this Act that apply to the lawyer...

Conduct and Client Care Rules 2008

[50] The Conduct and Client Care Rules are practice rules made under the Act that apply to Ms OW and Mr CT. The rules against which the lawyers' conduct has been considered on review say:

- 10. A lawyer must promote and maintain proper standards of professionalism in the lawyer's dealings.
- 11.3 A lawyer in practice on his...own account must ensure that the ... conduct of employees is at all times competently supervised and managed by a lawyer who is qualified to practice on his or her own account.

12. A lawyer must, when acting in a professional capacity, conduct dealings with others, including self-represented persons, with integrity, respect, and courtesy.

[51] It is also relevant when considering Mr HR's complaint to consider rule 6 which says:

In acting for a client, a lawyer must, within the bounds of the law and these rules, protect and promote the interests of the client to the exclusion of the interests of third parties.

Analysis

[52] The lawyers' conduct from their first contact with Mr HR calls for consideration.

[53] The lawyers instructed Mr HR because his evidence was necessary to their representation of their clients in the High Court proceeding. Evidence in the clients' proceeding was technically complex. It was part of the lawyers' role to ensure Mr HR's technical expertise translated into substantially helpful evidence. It was also part of the lawyers' role to protect the integrity and independence of Mr HR's work, so as to optimise its utility in the clients proceeding. The interactions between the lawyers and Mr HR called for a relatively high degree of sophistication. It is unlikely the clients could have managed Mr HR's evidence in a way that would have resulted in it being substantially helpful and independent if the matter had proceeded to a Court hearing.

[54] While Ms OW and Mr CT were focussed on their clients' interests in the proceeding, they apparently paid no attention to the extent of the work they had instructed Mr HR to do for over seven months. Ms OW then expressed shock at discovering the extent of Mr HR's fees. To a point, the consequences Mr HR complains of flowed from that deficiency in the lawyers' conduct, because Ms OW and Mr CT should have been more diligent in establishing an agreed framework for Mr HR's fees.

[55] Over seven months Mr HR rendered substantial services to the lawyers on behalf of their clients. The dispute Mr HR eventually had to force the lawyers to resolve by commencing debt recovery proceedings related mainly to his fees for providing services between April and November 2010. If Ms OW and Mr CT had reached some agreement with Mr HR over the framework for his fees before instructing him, or paid some attention to the level of his fees as his instructions progressed between April and mid-November 2010, that situation is less likely to have arisen. It is not difficult to see

the connection between Ms OW's shock, and the lawyers' lack of diligence in establishing such a framework.

[56] When Ms OW raised a dispute over the amount of the fee Mr HR intended to charge, Mr HR could have chosen to cut his losses, and stopped work. He could also have refused to allow the lawyers to use any of the work he had done. That outcome would have been contrary to the lawyers' clients' best interests, and would have done nothing to protect them as consumers of legal services.

[57] Ms OW and Mr CT put themselves at risk of being unable to act in accordance with their fiduciary duties and the duties of care they owed to their clients by taking insufficient care over Mr HR's fees.

[58] Mr HR's experience of being instructed by lawyers who paid such scant regard to his interests in being promptly and properly paid according to an agreed fees framework does nothing to help maintain public confidence in lawyers providing legal services.

Conduct and Client Care Rules 2008

[59] The lawyers emphasise their duty to act in their clients' best interests, and to the exclusion of the interests of third parties. It is relevant at this point to mention rule 6, which ameliorates what would otherwise be stringent rules. Rule 6 requires lawyers to consider the Act and rules more broadly when protecting and promoting their clients' interests to the exclusion of third parties. The lawyers' conduct is inconsistent with them having considered their obligations to Mr HR as a third party they had instructed.

Rule 10

[60] There is no good reason why Ms OW and Mr CT could not have been significantly more diligent in negotiating a framework for Mr HR's fees before he started work. They were able to reach agreement with him on 16 November about the future of his involvement with the clients' proceeding. The lawyers could have better promoted and maintained proper standards of professionalism in their dealings with Mr HR by reaching a similar agreement in April 2010, rather than leaving it for seven months, and then being taken by surprise. Their failure to do so undermined, rather than promoted and maintained, proper standards of professionalism in their dealings, and contravenes rule 10.

Rule 12

[61] There is no evidence that either of the lawyers told Mr HR before they sent the initial instruction to him that either of them had any expectation of what his fees might be for the services he was to provide. The responsible approach would have been for the lawyers to discuss payment of Mr HR's fees carefully with him before giving the initial instruction. If they had done so, he may have agreed to cap his fee, cap the time he spent carrying out his instructions, reduce his hourly rate, issue interim invoices, or take any other steps he considered appropriate to protect himself and his business against cashflow problems, including declining to act. There is no evidence of the lawyers giving him that opportunity, managing his expectations as their instructions to him evolved and expanded, or of them showing any real interest in what his fees might be.

[62] Ms OW and Mr CT say their dispute with Mr HR over his fees was a genuine commercial dispute. It would be very unusual in a commercial agreement for price not to be a material term in a contract. There is no obvious reason why the position of a lawyer negotiating with a third party like Mr HR should be any different from any other commercial agreement in that respect. The distinction, however, is the personal responsibility that rests on an instructing lawyer for payment of the third party's fees under rule 12.2. That rule gives an added incentive to lawyers to make sure they are attentive to the detail of their instructions to third parties from the outset. Leaving the details to chance showed a lack of diligence, was disrespectful of Mr HR's interests and contravened rule 12.

Rule 11.3

[63] Mr CT says he was Ms OW's supervising partner. There is no evidence of him having taken any steps to supervise or manage her engagement of Mr HR, presumably because of her asserted extensive experience in instructing third parties as experts in litigation. However, Ms OW's previous experience does not relieve Mr CT of all responsibility, particularly given the complex and difficult nature of the proceeding in respect of which Mr HR was instructed. Mr CT's failure in this regard contravenes rule 11.3.

Unsatisfactory Conduct

[64] Conduct can be unsatisfactory under s 12 of the Act according to three different criteria. The first relates to conduct of lawyers providing regulated services that falls short of the standard of diligence a member of the public is entitled to expect of a

reasonably competent lawyer. There could be nothing unreasonable in a member of the public expecting a reasonably competent lawyer to negotiate agreement over a fees framework with a third party with some degree of diligence. Ms OW and Mr CT failed to do so, and then had no regard to the amount of time Mr HR devoted to carrying out their instructions for seven months. Their conduct in both respects falls short of the standard of diligence a member of the public is entitled to expect of a reasonably competent lawyer. Their conduct therefore falls within the definition of unsatisfactory conduct set out in s 12(a) of the Act.

[65] The second criterion relates to conduct of lawyers providing regulated services that would be regarded by lawyers of good standing as being unacceptable. There is no good reason to believe that lawyers of good standing would regard it as acceptable to overlook their obligations to Mr HR, as Ms OW and Mr CT have done. Their conduct in failing to establish a fees framework and paying no attention to the time Mr HR devoted to carrying out their instructions would be regarded by lawyers of good standing as being unacceptable. Their conduct therefore falls within the definition of unsatisfactory conduct set out in s 12(b) of the Act.

[66] The third criterion relates to conduct consisting of contravention by a lawyer of any of the practice rules made under the Act that apply to the lawyer. In this case, Ms OW contravened rules 10 and 12; Mr CT contravened rules 10, 11.3 and 12. Those contraventions fall within the definition of unsatisfactory conduct under s 12(c) of the Act.

[67] The lawyers' lack of diligence is inconsistent with the purposes of the Act, fundamental obligations that rest on lawyers under the Act, and with practice rules made under the Act. In the circumstances, findings of unsatisfactory conduct are made under section 12(a), (b) and (c).

Outcome

[68] The Standards Committee's decision is reversed, and replaced with findings of unsatisfactory conduct under s 12(a), (b) and (c).

Next Steps

[69] As findings of unsatisfactory conduct have been made for the first time on review, the parties should have the opportunity to comment on the consequences that should follow. In the circumstances, within 21 days of the date of this decision, the parties are invited to file submissions in respect of:

- (a) Orders under s 156 of the Act; and
- (b) Costs on review, which are at the discretion of the LCRO pursuant to s 210 of the Act and the LCRO's Costs Orders Guidelines.

Decision

- [1] Pursuant to s 211(1)(a) the Committee's decision is reversed.
- [2] Pursuant to s 211(1)(b) and s 152(2)(b)(i) a determination is made that there has been unsatisfactory conduct on the part of Ms OW and Mr CT under s 12(a) (b) and (c) of the Lawyers and Conveyancers Act 2006.

DATED this 18th day of May 2015

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:

Mr HR as the Applicant
Ms OW as the Respondent
Mr CT as the Respondent
Ms YS as a related person as per section 213
Standards Committee
The New Zealand Law Society