LEGAL COMPLAINTS REVIEW OFFICER
ĀPIHA AROTAKE AMUAMU Ā-TURE

[2021] NZLCRO 21

Ref: LCRO 105/2020

CONCERNING	an application for review pursuant to section 193 of the Lawyers and Conveyancers Act 2006
AND	
CONCERNING	a determination of the [Area] Standards Committee [X]
BETWEEN	**AG** Applicant
AND	**BH & CI** Respondent

DECISION

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

Introduction

[1] Miss AG has applied for a review of a decision by the [Area] Standards Committee [X] to take no further action in respect of her complaint concerning the conduct of the respondents, Mr BH and Ms CI (the lawyers).

Background

[2] Miss AG operates a [XB] company.

[3] She had arranged for a [contractor] (Mr DJ) to uplift [ABC] from a number of properties.

[4] She became embroiled in a dispute with the [contractor] over the fee she had been charged.

[5] Mr DJ asserted a lien over the [ABC] and made application to have Ms AG's company liquidated.

[6] Mr DJ failed in his application, but Ms AG was ordered to pay into court the sum claimed by the company.

[7] Steps were being taken by Mr DJ to appeal the court's decision. Mr DJ was directed to pay costs.

[8] Ms AG applied to bankrupt Mr DJ when he failed to pay costs ordered by the court. Her bankruptcy application was successful. Mr DJ responded with an application to have the bankruptcy set aside.

The complaint and the Standards Committee decision

[9] Ms AG lodged a complaint with the New Zealand Law Society Complaints Service (NZLS) on 24 November 2019. The substance of her complaint was that:

(a) she contested the amount she had been charged for the services provided; and

(a) her lawyers had "breached provisions of the Lawyers and Conveyancers Act Rules 2008",[1] and

(b) her lawyers had failed to return documents to her upon request made to uplift those documents.

[10] After having been provided with a copy of Ms AG's complaint, request was made of Mr EK to provide the Committee with his time records and copies of email correspondence.

[11] The Standards Committee identified the focus of its inquiry as being:

(a) whether the lawyers had provided Ms AG with competent representation; and

(b) whether fees charged were fair and reasonable.

[1] Lawyers and Conveyancers Act (Lawyers: Conduct and Client Care) Rules 2008.

[12] The Standards Committee delivered its decision on 21 April 2020.

[13] The Committee determined, pursuant to s 138(2) of the Lawyers and Conveyancers Act 2006 (the Act) that no further action on the complaints was necessary or appropriate.

[14] In reaching that decision the Committee concluded that:

(a) Ms AG's claims that the lawyers ignored her wishes to settle the litigation were not supported by the correspondence accompanying the complaint; and

(b) there was evidence that the lawyers encouraged settlement and attempted to engage with the opposing lawyer from the time the first set of proceedings were issued; and

(c) Ms AG herself was not willing to fully commit to settlement until the four sets of proceedings issued were concluded in November 2017; and

(d) fees charged were fair and reasonable; and

(e) Ms AG would be able to retrieve the file, on settlement of her accounts.

Application for review

[15] Ms AG filed an application for review on 3 June 2020.

[16] In advancing her review, Ms AG commenced her submission with indication that she placed reliance on s 4 of the Lawyers and Conveyancers Act 2006

[17] She submits that the lawyers had:

(a) ignored her wishes to settle the litigation; and

(b) failed to provide her with an overview of the consequences of continuing with litigation; and

(c) advanced litigation for their own pecuniary interests; and

(d) acted in bad faith; and

(e) failed to advise her to settle the proceedings at an early stage; and

(f) created an imbalance of power and exploited her to serve their own agenda; and

(g) failed to release her file; and

(h) continued to advance the litigation in the face of advice that she was unable to afford lawyers' fees and was amenable to settling the matters in dispute; and

(i) charged fees that were unreasonable; and

(j) agreed to waive fees when she first raised issues of complaint; and

(k) waited a lengthy period of time before seeking recovery of fees; and

(l) induced her to instruct them on the basis of false representation that the hourly fee charged would be $330.

[18] On receipt of Ms AG's application, Mr BH advised that he had some difficulty identifying from the application filed which aspects of the Committee's decision Ms AG sought to review, as distinct from what he considered to be fresh matters of complaint raised.

[19] Mr BH indicated that he would, once the LCRO had received and perused the Standards Committee file, be happy to formally respond to any issues.

[20] Mr BH advised that he fully supported the decision arrived at by the Standards Committee.

[21] I did not require a response from Mr BH.

Review on the papers

[22] The parties have agreed to the review being dealt with on the papers.

[23] Section 206(2) of the Act allows a Legal Complaints Review Officer (LCRO) to conduct the review on the basis of all information available if the LCRO considers that the review can be adequately determined in the absence of the parties.

[24] I record that having carefully read the complaint, the response to the complaint, the Committee's decision and the submissions filed in support of and in opposition to the application for review, there are no additional issues or questions in my mind that necessitate any further submission from either party. On the basis of the information

available I have concluded that the review can be adequately determined in the absence of the parties.

Nature and scope of review

[25] The nature and scope of a review have been discussed by the High Court, which said of the process of review under the Act:[2]

> … the power of review conferred upon Review Officers is not appropriately equated with a general appeal. The obligations and powers of the Review Officer as described in the Act create a very particular statutory process.
>
> The Review Officer has broad powers to conduct his or 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. These powers extend to "any review" …
>
> … 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.

[26] More recently, the High Court has described a review by this Office in the following way:[3]

> 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.

[27] 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.

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[2] *Deliu v Hong* [2012] NZHC 158, [2012] NZAR 209 at [39]–[41].
[3] *Deliu v Connell* [2016] NZHC 361, [2016] NZAR 475 at [2].

Discussion

[28] The issues to be addressed on review are:

(a) Can a Review Officer consider fresh matters of complaint that are raised on review?

(b) Did the lawyers provide Ms AG with a competent level of representation?

(c) Were the fees charged fair and reasonable?

Can a Review Officer consider fresh matters of complaint that are raised on review?

[29] No.

[30] A Review Officer cannot consider fresh complaints that are raised by an applicant when advancing a review application.

[31] It is the task of a Review Officer to approach the process of review with a "fresh set of eyes" and bring to their assessment of the materials before them, a robust and independent analysis.

[32] But it is not open to a Review Officer to consider matters of fresh complaint.

[33] Ms AG, when advancing her initial complaint, identified three primary issues being, as noted, concern that her file had not been returned to her, complaint about fees charged, and argument that Mr BH had reached agreement with her that he would waive all outstanding fees if she withdrew her complaint.

[34] The focus of Ms AG's concerns, as identified in her review application, is allegation that the lawyers had ignored her instructions to settle the dispute. Allied closely to that, is argument that the lawyers had deliberately encouraged her to continue with the litigation for their own financial benefit.

[35] Ms AG argues that the lawyers put their own interests ahead of the duties and obligations owed to her.

[36] Whilst Ms AG did not frame her initial complaint in terms that specifically identified a concern that the lawyers had put their interests above hers when guiding her through the labyrinth of litigation, I am satisfied that the Committee, in considering Ms AG's complaints under the broad umbrella of inquiry into whether Ms AG had been competently represented, did indirectly address the issue when addressing complaint that the lawyers had ignored her instructions to settle.

[37] Accusation that the lawyers resisted her instructions dovetailed with Ms AG's accusation that the lawyers, when advising her on litigation options, were dominated by self-interest rather than the interests of their client.

[38] Ms AG commences her review application by referencing the fundamental obligations owed by lawyers to their clients.

[39] At the heart of her review application is complaint that the lawyers were responsible for her becoming enmeshed in lengthy litigation. Flowing from that, is argument that the fees charged were unreasonable.

[40] Ms AG raises other issues of her review, but I do not propose to address matters which were not identified in her initial complaint.

[41] I am satisfied that the focus of the review is properly on the two issues critical to Ms AG, being fees charged, and a consideration as to whether the lawyers failed to follow instructions.

Did the lawyers provide Ms AG with a competent level of representation?

[42] Complaint that the lawyers failed to competently represent Ms AG, is focused on argument that the lawyers neglected to follow instructions.

[43] Ms AG does not, either in her initial complaint or on review, identify any specific areas where she considers that the lawyers made mistakes or omissions in the management of her file. She does not, for example, make complaint that the lawyers were careless or inattentive in advancing her case. There is no suggestion that the lawyers failed to manage her matters in the various courts effectively. She identifies no specific examples of a professional lapse, other than complaint that the lawyers failed to follow her instructions.

[44] A lawyer must follow their client's instructions.

[45] It would be irresponsible of a lawyer, and starkly at odds with the duties owed to their client, for a lawyer to ignore a client's request to settle a costly dispute. It would be unconscionable for a lawyer to encourage their client to continue to litigate in circumstances where the client's best interests would be served by bringing the dispute to an end, so that the lawyer could garner more fees.

[46] There will be occasions where a lawyer considers that their client's best interests will not be served by settling a dispute. Lawyers will be mindful that a client's decision to withdraw from litigation midstream, can potentially pose serious financial risk

to their client. It is the lawyer's duty and obligation to provide his or her best advice to the client. A lawyer must always act in what they identify as their client's best interests.

[47] But if a client provides clear instructions that they do not wish to prolong litigation, the lawyer is obliged to follow those instructions.

[48] Commencing or defending litigation is challenging for most lawyer's clients. Costs can rapidly escalate. Outcomes are frequently uncertain. On occasions, parties, even if they have a strong desire to abandon the litigation, have difficulty extricating themselves. Frequently, a lawyer's client will have expended such a significant amount of resources into advancing the litigation, that the option of withdrawing does not present as feasible.

[49] A factor which can significantly influence decisions made in the course of conducting litigation, is the conduct of the opposing party. Steps taken by a litigation opponent, may influence the options available to a lawyer's client.

[50] The question to be considered, is whether there is evidence that the lawyers refused to follow Ms AG's instructions to settle.

[51] It is at the commencement of the retainer that the lawyer must carefully traverse with their client the risks, costs, and potential pitfalls of resolving a dispute through the courts.

[52] Ms AG first met with Ms CI on Friday, 27 May 2016.

[53] On that day, Ms CI provided Ms AG with a letter of engagement. Ms CI followed up that meeting with correspondence to Ms AG on 31 May 2016.

[54] In her 31 May 2016 correspondence, Ms CI:

(a) confirmed that she had provided Ms AG with a letter of engagement; and

(b) summarised the background to Ms AG's dispute with her mover; and

(c) identified the proceedings that Ms AG had issued in the District Court; and

(d) considered the application that had been made to place Ms AG's company in liquidation; and

(e) signalled that significant costs would be involved in defending the liquidation proceedings.

[55] Ms CI concludes her correspondence with cautionary and prudent advice to Ms AG that:

> … the legal costs will far exceed the amount claimed by [PT Contractors] and we would therefore suggest that you consider contacting [PT Contractors'] solicitor and propose an out-of-court settlement in which an amount close to [PT Contractors] claim is paid and the court proceedings are discontinued with no issues as to costs. We can do this for you upon your instructions.
>
> Please consider the above and let us know how you would like to proceed as soon as possible".

[56] It is clear that Ms AG was informed at the outset that the costs of litigating her claim had potential to exceed the cost of recovery. She is advised of the desirability of attempting to settle the dispute.

[57] Advice of this nature does not present as reflective of lawyers making litigation decisions on the basis of their own interests, as opposed to them considering the interests of their client.

[58] In correspondence to Ms AG of 9 June 2016, Ms CI counselled Ms AG to consider settlement:

> Thank you for coming in to meet with BH and me today.
>
> We note that we discussed the High Court and District Court of proceedings with you and explained that the litigation process in both is costly and time-consuming. Our advice was that you consider instructing us to draft a letter to Mr DJ's solicitor in an attempt to settle the matter, so that you are able to move on from this situation as quickly and economically as possible. As we explained to you, this is not our view because we consider you have done anything wrong, but that we must provide you with all of your options, and our recommendation as to the best one for you both personally and financially.

[59] Early attempts were made to reach settlement.

[60] Ms AG says that her lawyers had dissuaded her from accepting a settlement offer that had been submitted in June 2016.

[61] I have considered the exchange of correspondence between the parties relevant to the initial attempts to reach settlement.

[62] It is clear that the offer advanced by Ms AG was rejected.

[63] In considering a counter offer provided in response, Mr BH recommended to Ms AG that she reject the counter offer and pay the amount claimed in the statutory demand into his trust account. This was not advice that was prompted by the lawyer's desire to prolong the litigation (a position entirely inconsistent with the approach recommended by

the lawyers from commencement), but a realistic assessment of the options then available to Ms AG.

[64] It is important to note that Ms AG was embroiled in litigation before she instructed the lawyers. She had filed proceedings in the District Court. She was defending an application to place her company into liquidation.

[65] It is understandable that as matters progressed Ms AG became increasingly concerned about her escalating costs and I accept her evidence that on occasions she made inquiry of her lawyers as to whether her interests would be better served by withdrawing from the proceedings.

[66] But I see no evidence of the lawyers resisting Ms AG's request to bring the litigation to an end. There is indication of the lawyers, as they were required to do, counselling Ms AG as to the consequences of her position being prejudiced by withdrawing at a point in the proceedings when that approach could potentially have seriously adverse consequences for her.

[67] Ms AG was fighting a battle on several fronts.

[68] She was engaged in:

(a) defending liquidation proceedings issued against her company; and

(b) progressing proceedings she had commenced in the District Court for recovery of her [ABC]; and

(c) advancing bankruptcy proceedings; and

(d) responding to an appeal.

[69] Some of the litigation decisions made directly reflected a necessary response to evolving circumstance which were being shaped to a degree by the seemingly obdurate and resistant stance being adopted by Mr DJ.

[70] An insight into the difficulties the lawyers would have faced in dealing with Mr DJ, is provided in the judgment of Hinton J delivered on [DATE redacted]. Her Honour described the stance adopted by Mr [DJ] in the course of the litigation as "particularly over-aggressive".[4]

[4] *[DJ] v [XB] Company Ltd* [2017] NZHC [xxx] at [21].

[71] The judge was less critical of the approach adopted by Ms AG, describing that approach in comparison to the overly aggressive stance adopted by Mr DJ as "also [aggressive], but less so".

[72] I am not persuaded that Ms AG was not properly informed by the lawyers as to the risks she faced in continuing with the litigation.

[73] In June 2016, Ms AG sought an assurance from her lawyers that they would do their best to win her case.

[74] Mr BH wrote to Ms AG on 28 June 2016 as follows:

> You need to clearly understand that we provide no guarantees as to whether you will "win" the case or not. We have advised you on previous occasions, and do so again, that you have risk on your case and given that risk and the costs involved we have recommended settlement is the preferred outcome. They have not accepted your offers but rather insist on the full amount to be paid plus costs. They will only then return your [ABC].
>
> You have not accepted that offer and instead wish to proceed to Court which is your choice. However in choosing to go to Court you are also choosing to accept the risk that you may lose. So while we will do as best we can, there is a risk that you will lose and we cannot guarantee otherwise.

[75] I consider that Mr BH's correspondence provides accurate insight into the approach adopted by the lawyers. Mr BH's indication that Ms AG had been advised on previous occasions of the desirability of settlement is consistent with the approach signalled by Ms CI on her first receiving instructions. There is no indication of the lawyers adopting a "gung-ho" approach. To the contrary, it is clear that the lawyers were conscious of the risk to Ms AG of her incurring significant further costs. This cautionary approach does not reflect a litigation strategy that was being promoted by the lawyers with careless indifference to the financial costs to their client.

[76] Nor is there evidence of the lawyers, in the course of the evolving litigation, ignoring or overriding Ms AG's instructions.

[77] In March 2017, the possibility of settlement was again on the table.

[78] On 17 March 2017, Mr BH wrote to Ms AG to clarify her instructions:

> Thanks AG, so that I completely understand you wish to reject their offer and counteroffer that no further money is paid by anyone (and you get the [ABC])?

[79] Again, the approach reflected in this correspondence is inconsistent with suggestion that the lawyers were railroading Ms AG into continuing litigation that she was instructing them to bring to an end.

[80] Ms AG initially directed her complaints to Mr BH.

[81] In responding to Ms AG's concerns on 24 May 2018, Mr BH informed Ms AG that she had been urged on many occasions to settle the claim and that various attempts to settle were rejected by Ms AG as she believed that the amount Mr DJ was prepared to settle at, was too high.

[82] I consider that Mr BH's response provides accurate indication of the approach the lawyers had taken to the litigation and in particular, I am satisfied that the lawyers were, throughout, encouraging Ms AG to consider settlement options. That is not to say that there would not have been occasions when the lawyer's advice was that Ms AG's interest would not be best served at a particular point in the litigation by attempting settlement, but it is clear that from the commencement of the retainer, the lawyers were alert to the desirability of resolving the dispute through a negotiated settlement, rather than having their client become embroiled in lengthy and expensive litigation.

[83] There is no indication that the lawyers were promoting a continuation of the litigation for their own purposes. It is clear that the lawyers were mindful that the costs of litigation could exceed what may be recovered, and that this common litigation dilemma was brought to Ms AG's attention and reinforced to her during the course of the litigation.

Were the fees charged fair and reasonable?

[84] In considering whether fees charged were fair and reasonable, the Committee referred to the requirement in r 9 to take into account the fee factors set out in r 9.1 of the Lawyers and Conveyancers Act (Lawyers: Conduct and Client Care) Rules 2008 (the Rules).

[85] Rule 9 provides that:

> A lawyer must not charge a client more than a fee that is fair and reasonable for the services provided, having regard to the interests of both client and lawyer and having regard also to the factors set out in rule 9.1.

[86] The rule prohibits a lawyer from charging a client a fee that is more than fair and reasonable for the legal services provided by the lawyer.

[87] Referring to the relevant authorities, the LCRO has observed that considerations to be taken into account when determining whether a fee is fair and reasonable include:[5]

> (a) setting a fair and reasonable fee requires a global approach;
>
> (b) what is a reasonable fee may differ between lawyers, but the difference should be "narrow" in most cases;
>
> (c) while time spent must always be taken into account it is not the only factor;
>
> (d) It is not appropriate to (as an invariable rule) multiply the figure representing the expense of recorded time spent on the transaction by another figure to reflect other factors.

[88] The New Zealand High Court has stated that it is:[6]

> … the obligation, which is clear from a number of authorities, for a practitioner who is using time and attendance records to construct a bill, to take a step back and look at the fee in the round having regard to the importance of the matter to the client, in some cases the client's means, the value to the client of the amount of work done, and proportionality between the fee and the interim or final result of the legal work being carried out.

[89] Because the process of determining a fair and reasonable fee is "an exercise in balanced judgment - not an arithmetical calculation",[7] the LCRO has acknowledged that "different people may reach different conclusions as to what sum is fair and reasonable, although all should fall within a bracket which, in the vast majority of cases, will be narrow".[8]

[90] For that reason, the LCRO has referred to there being a "proper reluctance to 'tinker' with bills by adjusting them by small amounts," and that it "is therefore appropriate for Standard's Committees not to be unduly timid when considering what a fair and reasonable fee is."[9] Also, that "where there is a complaint about a bill of costs there is no presumption or onus either way as to whether the fee was fair and reasonable".[10]

[91] It is only when a fair and reasonable fee has been determined "… can it be assessed whether the fee charged is sufficiently close to that amount to properly remain

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[5] *Hunstanton v Cambourne* LCRO 167/2009 (February 2010) at [22] referring to *Property and Reversionary Investment Corp Ltd v Secretary of State for the Environment* [1975] 2 All ER 436 (QB) at 441-442, and *Gallagher v Dobson* [1993] 3 NZLR 611 at p620.
[6] *Chean & Luvit Foods International Limited v Kensington Swan* HC Auckland CIV 2006-404-1047, 7 June 2006 at [24], referred to in *AA v BK* LCRO 264/2012 (July 2013) at [57].
[7] *Property and Reversionary Investment Corp Ltd*.
[8] *Hunstanton v Cambourne* at [62].
[9] At [62].
[10] At [63].

unchanged".[11] A particular lawyer's approach to billing may not necessarily "… be a relevant consideration in determining whether a fee is fair and reasonable in all of the circumstances."[12]

[92] In advancing argument that the fees charged were neither fair nor reasonable, Ms AG's complaint is closely linked to argument (addressed earlier) that she had incurred unnecessary costs as a consequence of the lawyers failing to facilitate an early settlement of the dispute.

[93] That issue having been considered, the remaining issue that Ms AG identifies as of concern to her, is complaint that she had been quoted a low hourly rate (she said that [TEK] was the "cheapest lawyer she had found in town"),[13] with purpose to encourage her into instructing the firm, only then to find that she was being charged at a higher hourly rate to reflect the work being done by Mr BH.

[94] The letter of engagement provided recorded the different charge out rates for partners, solicitors and senior associates.

[95] The letter of engagement also records the persons working on the file as being the person confirmed at the first meeting (clearly Ms CI) and her supervising partner.

[96] Correspondence, and Mr BH's time records, confirm that Mr BH was engaged with the file from its earliest stages.

[97] I see no indication that Ms AG expressed opposition to Mr BH being involved with the file.

[98] There is no evidence to support Ms AG's contention that she was mistakenly induced to enter into the retainer by false representations regarding the hourly rate she would be charged.

[99] I am unable to pinpoint any other specific concerns that Ms AG identifies concerning the fees charged.

[100] She does not for instance identify any areas where she considers that the lawyers undertook work that was unnecessary. She does not suggest that the lawyers

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[11] At [64] – having reviewed *D'Alessandro v Legal Practitioners Complaints Committee* (1995) 15 WAR 198 at p214. See also *Mijatovic v Legal Practitioners Complaints Committee* (2008) WASCA 115*).*

[12] *Hunstanton v Cambourne and Chester* LCRO 167/2009 (February 2010) at [15].

[13] Application for review, supporting reasons at [9].

were inattentive or inefficient in the manner in which they managed the various proceedings.

[101] Mr BH notes that Ms AG had been successful in all of the proceedings.[14]

[102] I have, as did the Committee, considered each of the r 9 factors and have carefully reviewed the time records. That examination has been conducted against the backdrop of an assessment of the nature of the proceedings that were being advanced or defended.

[103] I consider that the time records provide accurate account as to the extent of the work that would have been involved in addressing this particular raft of litigation.

[104] I consider that the time and labour expended, results achieved, the importance of the matters to Ms AG, and the evidence of regular invoicing, to be significant factors in my reaching conclusion, as did the Committee, that fees charged were fair and reasonable.

[105] Whilst it is the task of a Review Officer to bring a robust and independent approach to review (and that approach has been adopted in this review) I take some comfort in reaching a view that fees charged were fair and reasonable, from the Committee's observation that it was the view of experienced Committee members that the fees charged were comparable to what the Committee members considered were customarily charged in the marketplace.

[106] In conclusion I note, that Ms AG has sought, on review, for directions to be made that her files be returned to her. I agree with the Committee that Ms AG can retrieve the file on settlement of her outstanding fees. A lawyer may assert a lien over a client's file in circumstances where fees remain outstanding.[15] The letter of engagement provided to Ms AG informed her of the possibility of documents being retained if fees remained unpaid.

[107] I see no evidence to support contention that Mr BH had agreed to waive the fees on the basis of an understanding that Ms AG would not continue with her conduct complaints.

[108] I see no grounds which could persuade me to depart from the Committee's decision.

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[14] Whilst noting that appeals were brought against various judgements.
[15] Rule 4.4.1 of the Rules.

Anonymised publication

[109] Pursuant to s 206(4) of the Act, I direct that this decision be published so as to be accessible to the wider profession in a form anonymising the parties and bereft of anything as might lead to their identification.

Decision

Pursuant to s 211(1)(a) of the Lawyers and Conveyancers Act 2006 the decision of the Standards Committee is confirmed.

DATED this 19th day of February 2021

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R Maidment
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:

Miss AG as the Applicant
Mr BH and Ms CI as the Respondents
Mr EK as a Related Person
[Area] Standards Committee [X]
New Zealand Law Society