



The Law Society of Saskatchewan

JACQUELINE FERRATON

December 12, 2013

Law Society of Saskatchewan v. Ferraton, 2014 SKLSS 2

**IN THE MATTER OF THE LEGAL PROFESSION ACT, 1990
AND IN THE MATTER OF JAQUELINE FERRATON,
A LAWYER OF WYNYARD, SASKATCHEWAN**

**DECISION OF THE HEARING COMMITTEE FOR THE
LAW SOCIETY OF SASKATCHEWAN**

Members of the Hearing Committee: Sanjeev Anand, Q.C. (Chair)
Darcia Schirr, Q.C.
Jay Watson

Counsel: Timothy Huber for the Conduct
Investigation Committee
Randy Langgard for the Member

INTRODUCTION

1. On December 12, 2013, before the Hearing Committee of the Law Society of Saskatchewan, Jacqueline Ferraton (the “Member”) pled guilty to allegations of conduct unbecoming a lawyer particularized as follows:

- i. She did improperly fabricate an Interest Authorization document in order to discharge a caveat from land that she owned by cutting and pasting the interest holder’s signatures from another document;
- ii. She did mislead the Information Services Corporation by submitting, or causing to be submitted, an Interest Authorization relating to the discharge of a caveat from land that she owned that she had improperly fabricated by cutting and pasting the interest holder’s signatures from another document;
- iii. She did enter into and continue a business transaction with her client, N.C., who expected or might reasonably have assumed to expect that the Member was protecting the client’s interests in the presence of a significant risk that the interests of the Member and those of the client differed; and

- iv. She did enter into a business transaction with her client, N.C., and did knowingly acquire from him an ownership interest in land without ensuring that N.C. received independent legal advice before proceeding with the transaction.

2. The Hearing Committee accepted the guilty pleas and convened a hearing on sentence on the 12th of December, 2013 in Regina. At the conclusion of the hearing, the Hearing Committee indicated its intention to reserve its decision on sentence and render written reasons for the penalty crafted.

BACKGROUND

3. An agreed statement of facts was filed in relation to this matter and the agreed statement of facts is attached as an appendix to this sentencing decision. Nevertheless a brief summary of the facts has been provided below.

4. The Member entered into a business transaction with her client (N.C.). This business transaction involved a significant transfer of land, in which N.C. had an interest, into the Member's name in her personal capacity. The nature of the business transaction was an Agreement for Sale wherein the Member took title to the land in question after paying off debts owed by the client. In order to pay these debts, the Member obtained a mortgage from a financial institution. Pursuant to the Agreement for Sale, N.C. was to make the required payments on the mortgage, failing which, the Member would get to keep the land and retain any monies paid by N.C. as damages. Through these arrangements, the Member was trying to assist N.C. through a difficult financial situation and the Agreement for Sale did not provide for the Member to obtain a personal gain, so long as N.C. made the payments on time. If all the required payments were made in a timely fashion, a signed Memorandum of Agreement between the Member and N.C. required the Member to convey the land back to her client. Nevertheless, the interest of N.C. and the Member diverged once they entered into the debtor creditor relationship. At the time of the transaction, N.C. was in a vulnerable state. N.C. did not receive independent legal advice in relation to this transaction.

5. The Member also fabricated an interest authorization and submitted that document to the Information Services Corporation. The Member created the document for the purposes of removing an old caveat registered against the property that was being transferred to her, property that she still holds (subject to the Agreement for Sale with N.C.). The caveat was placed by N.C. and his late wife (J.C.) in connection with a prior Agreement for Sale with K.M. (the original debtor). The old caveat would have been moot upon the refinancing taking place. The Member should have applied to lapse the caveat. Instead, the Member "cut and pasted" the signatures of N.C. and J.C. from an unrelated document into the interest authorization. The Member then backdated the document to May 10, 2008, just prior to J.C.'s death. The fabricated document was submitted to the Information Services Corporation and it acted on the document discharging the interest and giving the Member's new mortgage first priority on title. During the course of the Law Society investigation into an alleged conflict of interest by the Member, the Member self-reported the fabrication of the document.

6. The Member does not have any prior findings of conduct unbecoming a lawyer on her record.

SUBMISSIONS ON SENTENCE

7. Counsel for the Conduct Investigation Committee and counsel for the Member made able submissions on sentence that greatly assisted the Hearing Committee. Indeed, counsel agreed on a great many aspects pertaining to the appropriate disposition of these matters. Both counsel took the position that the emphasis in any global disposition of these matters should be placed on the more severe type of misconduct engaged in by the Member, which was the fabrication/forgery of the interest authorization. Both counsel agreed on the two cases that are the most helpful in assisting the Hearing Committee determine the appropriate range of penalty for the conduct in question. Both counsel were of the view that general deterrence as opposed to specific deterrence is the key principle involved in protecting the public in this case. Finally, both counsel acknowledged that applying the principle of general deterrence in the context of this case may lead to an appropriate global penalty that includes a period of suspension.

8. The first case cited by both counsel as helpful in determining the appropriate range of penalty for the Member's conduct is *Law Society of British Columbia v. Begin*, [1993] L.S.D.D. No. 192 [hereinafter known as *Begin*]. In *Begin*, the lawyer obtained the signatures of his clients, Mr. and Mrs. T, and of their daughter on a land transfer document to convey a residential property into the daughter's name alone. After the document was executed it became necessary to change the value stated in the document. Rather than attending on his clients a second time, when Mr. T was very ill and Mrs. T was suffering emotionally in fear that her husband might die, the lawyer copied the signatures on the new land transfer. He then signed the document attesting to the signatures and filed the document in the Land Title Office intending that it be acted on as genuine. This was found to be professional misconduct.

9. In assessing penalty in the *Begin* case, the hearing panel considered that disbarment would be an appropriate penalty, unless there were strong mitigating circumstances sufficient to reduce the seriousness of the misconduct. The mitigating factors identified were as follows:

- a. the member's previous good record;
- b. his good character evidenced by his significant contribution of time to clients and of time and money to other people in the community over the years;
- c. the fact that his lack of judgment in this case was motivated out of a sense of caring for this clients;
- d. his acknowledgement of the facts that support the discipline citation; and
- e. the fact that his former clients do not appear to bear any animosity toward him.

10. Counsel for the Law Society of British Columbia conceded that disbarment did not necessarily result in every case of this nature. The hearing panel did however point out that "if a member who has misconducted himself in the manner that Mr. Begin did is not to be disbarred, other significant punitive measures must be meted out."

11. In the end, and as a result of mitigating factors, the hearing panel determined that the appropriate penalty was a fine of \$9000 and costs of the hearing in the amount of \$6000. A

suspension was considered but was not imposed due to concerns that such a suspension would make payment of the fine impossible and would completely destroy the lawyer's practice.

12. The second case cited by both counsel as helpful in determining the appropriate range of penalty for the Member's conduct is *Law Society of Upper Canada v. Kimberly*, [2009] L.S.D.D. No. 10 [hereinafter *Kimberly*]. In *Kimberly*, the lawyer forged her client's signature on three separate affidavits in support of motions to extend the time period within which her client would be able to make certain applications in the context of a family law proceeding. On each occasion, the lawyer spoke with the client and obtained instructions to seek an extension but the lawyer did not explain what this entailed and that an affidavit and motion would be required. Instead, the lawyer prepared brief affidavits in the name of the client and signed the client's name. The lawyer then commissioned the forged affidavits and filed them with the court. The client did not agree with some of the contents of the affidavits and certain details were incorrect. The lawyer indicated that she acted in order to preserve her client's rights in time sensitive circumstances and that the details in the affidavits were obtained from the client during phone and email exchanges.

13. The hearing panel identified the following mitigating factors:

- a. Ms. Kimberly was a relatively new lawyer at the time of the misconduct having been called to the bar only two years prior; and
- b. there was no prior discipline record.

14. The existence of a joint submission also appears to have figured heavily in the panel's ultimate decision. That joint submission provided for a two month suspension, remedial programming and costs in the amount of \$2500.

15. In this case, counsel for the Member submitted that the risk of reoffending is minimal. Counsel for the Investigation Committee did not take issue with that submission.

16. Indeed counsel for the Investigation Committee indicated that in the current case, general deterrence is where the emphasis must be placed. Counsel for the Member acknowledged that general deterrence and a message of public disapproval would be the key purposes served with a penalty.

17. Both counsel accepted that the fabrication of the document by the Member falls somewhere between the gravity of the conduct engaged in by the lawyers in *Begin* and *Kimberly*, with the suspension in *Kimberly* setting the top end of the appropriate range of sanctions. Counsel for the Investigation Committee submitted that the conflict of interest aspect of this case could be viewed as an aggravating factor in terms of sentencing on the fabrication but he acknowledged that even this aggravating factor should not take the global disposition beyond a suspension of two months in duration. Counsel for the Member submitted that nothing really turns on the relationship between the conflict of interest and the fabrication and, as a result, he submitted that the appropriate global penalty in this case should be more punitive than the one meted out in *Begin* but less punitive than the one given in *Kimberly*. When asked by a member of the Hearing Committee how the Committee can avoid imposing a least some form of suspension

on the basis of general deterrence, counsel for the Member candidly and fairly admitted that such a disposition may need to be imposed.

DECISION

18. It has been noted that, in its previous decisions, Hearing Committees of the Law Society of Saskatchewan have been guided by decisions of Benchers in other provinces (see *McLean v. Law Society of Saskatchewan* 2012 SKCA 7 at para 49). Increased mobility of members between the various Law Societies has reinforced the need to develop national standards of discipline. As stated at para 46 of the Discipline Committee's decision in *Law Society of Saskatchewan v. McLean* #09-03, "To this end, the collective decisions of all societies constitute a comprehensive jurisprudential footing for guiding future decisions of the Benchers in all provinces." Moreover, in many instances the relatively small population of lawyers and the low volume of discipline in Saskatchewan require examination of cases beyond the borders of this province. As a result, it is appropriate for the Hearing Committee to consider the *Begin* decision of the Law Society of British Columbia as well as the *Kimberly* decision of the Law Society of Upper Canada in determining the appropriate range of penalty for the Member's conduct.

19. The gravity of the Member's behavior falls somewhere between the gravity of the conduct engaged in by the lawyer in *Begin* and the conduct engaged in by the lawyer in *Kimberly*. The facts of *Begin* are very similar to those surrounding the fabrication of the document in the Member's case and the two cases share a number of the same or similar mitigating factors (for a more thorough itemization of the mitigating factors present in the Member's case, see paragraph 22 of this judgment). However, there is the added aggravating factor of the Member's conflict of interest, which was not present in *Begin*. *Kimberly* involved aggravating facts that were not present in the Member's case, including fabrications involving multiple documents filed with a court.

20. The primary consideration in all Law Society discipline proceedings is the protection of the public. Closely related to this consideration is the need to maintain the public's confidence in the integrity of the profession and the ability of the profession to govern its own members.

21. Deterrence is a key sentencing principle involved in the protection of the public and it is clear that the primary sentencing principle that must be emphasized in this case is general deterrence. It has been almost three years since the matters that gave rise to the current proceedings took place and, since that time, there have been no further allegations of misconduct by the Member. Moreover, the Member has no prior discipline record. The Hearing Committee accepts that the Member has learned her lesson and feels remorse for her conduct. Consequently, the need for the penalty imposed to affect a measure of specific deterrence is diminished. The Hearing Committee endorses the following statements found in the brief filed by counsel for the Investigation Committee:

Integrity of documents is a cornerstone of the legal system. Anything that detracts from the presumption that any document emanating from a lawyer is real and authentic shakes the foundations of the legal system and the legal profession. The fabrication of documents by a lawyer by any means, and regardless of the motivation behind the conduct, is so

damaging that it must be harshly denounced. A clear message must be sent to other members of the profession that such conduct is simply unacceptable, even if it is done in the interests of convenience for the client or some other good intention.

This message takes on an added importance in the context of the technological advances that have made the altering of documents relatively easy to perform and difficult to detect.

22. In order to restore public confidence the penalty imposed must reflect the unique constellation of aggravating and mitigating circumstances presented by this case. Chief among the aggravating factors presented by this case is the conflict of interest that existed between the Member and her client (N.C.). The brief filed by counsel for the Investigation Committee sets out the many “hats” that the Member was wearing. The Member was the former legal counsel to K.M., executor of his estate, and she was legal counsel to N.C.. The Member drafted the agreement between K.M. and N.C. and she represented them both. It was within this context that the Member, contrary to the wishes of the beneficiaries of K.M.’s estate, refinanced N.C.’s debt, which necessitated the transfer of title in the subject lands from the estate of K.M. to herself. The Agreement for Sale between the Member and N.C. provided for a significant potential gain for the Member and a significant potential loss for N.C.. The Member acted in every instance without recommending or obtaining independent legal advice for her client.

23. Among the major mitigating factors presented by this case are the following:

- a. the Member has no prior record in terms of discipline;
- b. the Member self-reported the fabrication of the document in question, albeit in the context of an ongoing investigation by the Law Society into an alleged conflict of interest involving the Member, and she has been fully co-operative in the discipline process since that report;
- c. the victim of the conflict and the fabrication, N.C., holds no ill will towards the Member (in N.C.’s letter, filed as part of the material submitted by counsel for the Member, N.C. indicates that the Member’s actions served to assist him out of a difficult financial situation, the Member asked him if he wanted to seek independent legal advice and he responded no repeatedly, the Member continues to be his lawyer and he has complete confidence in her);
- d. the misconduct surrounding the fabrication involved only one incident and did not represent a course of conduct;
- e. the Member has been an active community volunteer; and
- f. the Member was not motivated to enrich herself or to profit in any way but instead she wished to assist her client out of a difficult financial situation.

24. The fact that the Member has practiced law for thirty years is essentially a neutral factor in this sentencing process. On the one hand, it can be contended that the Member, by virtue of her experience, should have known better than to engage in the conduct that is the subject matter of these proceedings. On the other hand, she has a lengthy period of no disciplinary history.

ORDER

25. Given the range of penalty articulated in the *Begin* and *Kimberly* cases and the fact that the Member's case falls between the two in terms of gravity, the fact that general deterrence should be given emphasis over specific deterrence in this case, and appropriately weighing the aggravating and mitigating factors present, the Hearing Committee orders that the Member be given a global penalty consisting of a one month suspension. In addition, it is ordered that the Member pay the costs of this proceeding in the amount of \$4150 to the Law Society of Saskatchewan by July 15, 2014 or such further period as may be allowed by the Chair of Discipline. Finally, it is ordered that the Member's suspension shall commence on a date determined by the Chair of Discipline after hearing from counsel for the Member and counsel for the Investigation Committee. However, the suspension shall commence no later than July 15, 2014.

"Sanjeev Anand, Q.C. (Chair)"

"January 20, 2014"

"Darcia Schirr, Q.C."

"January 20, 2014"

"Jay Watson"

"January 20, 2014"

AGREED STATEMENT OF FACTS AND ADMISSIONS

In relation to the Formal Complaint dated January 29, 2013, as amended, alleging that she:

- 1. Did improperly fabricate an Interest Authorization document in order to discharge a caveat from land that she owned by cutting and pasting the interest holder's signatures from another document;**
- 2. Did mislead the Information Services Corporation by submitting, or causing to be submitted, an Interest Authorization relating to the discharge of a caveat from land that she owned that she had improperly fabricated by cutting and pasting the interest holder's signatures from another document;**
- ~~3. Did mislead the Court in relation to the Application for Probate in the Estate of K.M. matter, by providing, and/or failing to correct, information regarding Estate assets that she knew or ought to have known to be false;~~**
- 4. Did enter into and continue a business transaction with her client, N.C., who expected or might reasonably have assumed to expect that the Member was protecting the client's interests in the presence of a significant risk that the interests of the Member and those of the client differed;**

- 5. Did enter into a business transaction with her client, N.C., and did knowingly acquire from him an ownership interest in land without ensuring that N.C. received independent legal advice before proceeding with the transaction.**

JURISDICTION

26. Jacqueline Ferraton (hereinafter “the Member”) is, and was at all times material to this proceeding, a practicing member of the Law Society of Saskatchewan (hereinafter the “Law Society”), and accordingly is subject to the provisions of *The Legal Profession Act*, 1990 (hereinafter the “Act”) as well as the *Rules of the Law Society of Saskatchewan* (the “Rules”). Attached at **Tab 1** is a Certificate of the Executive Director of the Law Society of Saskatchewan pursuant to section 83 of the Act confirming the Member’s practicing status.

27. The Member is currently the subject of a Formal Complaint initiated by the Law Society dated January 29, 2013. The Formal Complaint is comprised of the allegations noted above. The original Formal Complaint was served upon the Member on January 30, 2013. Attached at **Tab 2** is a copy of the original Formal Complaint along with proof of service in the form of an Acknowledgement of Service. The Member intends to plead guilty to the allegations and particulars set out in counts #1, #2 and #4 and #5. The Investigation Committee agrees to withdraw allegation #3.

BACKGROUND OF COMPLAINT

28. The details of this matter came to light as a result of a complaint from P.C. in connection with the Estate of K.M. K.M. died on October 16, 2008. K.M. is P.C.’s late father. The complaint of P.C. alleged a variety of issues centered around apparent delay and conflicts of interest involving the Member. The Member had prepared the Last Will and Testament of K.M. and was the Executrix named in the Will. The Member also acted as estate lawyer for the K.M. Estate.

29. The investigation into the complaint of P.C. revealed details of the Member’s relationship with K.M. and with a third party, N.C. The Member was involved with both K.M. and N.C. in the context of a series of agreements (Agreements for Sale, Memorandums of Agreement and Mortgages (the “Agreements”)) [**Tab 3**] between K.M. and N.C. relating to the purchase and sale of farmland. Up to ten quarter sections of land were involved at various times.

30. N.C. and K.M. started entering into these various Agreements after N.C. began experiencing financial difficulty to the point where foreclosure of his farming operation was on the horizon. Traditional means of financing and refinancing were not available to N.C. K.M. offered assistance with refinancing by obtaining loans from financial institutions in his own name, using the land of N.C. as security. As part of the arrangement, K.M. took title to the lands of N.C. that were being used as security. N.C. was to make payments on the loans either directly to the bank or to K.M. A series of agreements for sale were executed providing for the land to be transferred back to N.C. as the loans were repaid. The Member represented both K.M. and N.C. in relation to the Agreements.

31. N.C. did not adhere to the payment obligations under the Agreements between himself and K.M. but K.M. was understanding and allowed for some flexibility and extensions of time.

At the time of K.M.'s death, approximately \$300,000.00 remained owing in relation to the subject lands. By that point the agreements pertaining to the loans were in default.

32. The Member's conduct giving rise to the current discipline proceeding arose after the death of K.M. in the context of the Member's handling of the outstanding debts owed by N.C. to the K.M. Estate as Executrix and lawyer for the K.M. Estate.

PARTICULARS OF CONDUCT

Allegations #4 and #5

33. After the death of K.M., the beneficiaries came to know of the arrangements between K.M. and N.C. and the extent of the debt N.C. owed to the K.M. Estate. The beneficiaries also came to believe that N.C. had defaulted on the terms of the Agreements. Approximately two years after the death of K.M., the debts owed by N.C. to the K.M. Estate had not been paid. Toward the end of 2010, the beneficiaries were less willing to provide extensions than K.M. had been. The beneficiaries began threatening to cancel the Agreements and take possession of the subject lands from N.C. The Estate already had title to the subject lands. At the end of 2010, the beneficiaries began demanding immediate payment of the full amount owing. A great deal of pressure was being exerted upon N.C. who did not have the means to refinance his debts to the Estate by traditional methods. At least one attempt by N.C. to pay a portion of the debt via traditional refinancing failed. Four subsequent attempts to seek financing through friends also failed.

34. The Member contacted N.C. to advise of the beneficiary's position in relation to immediate repayment. N.C. was extremely upset. Proposals to pay the remainder of the debt in three payments of approximately \$100,000.00 each over the two subsequent years were discussed but did not come to fruition. N.C. was out of options. N.C. had been going through a very difficult period as a result of the recent death of his wife. The Member had provided him with emotional support on several previous occasions. The member was concerned about how he would deal with the current situation.

35. On or about February of 2011, the Member raised with N.C. the possibility of her financing the repayment of the K.M. Estate debt.

36. Left with virtually no other options, N.C. welcomed the offer and agreed to turn over title to six quarter sections of land to the Member for the sum of \$310,500.00. Attached at **Tab 4** is a Memorandum of Agreement between N.C. and the Member detailing the arrangement dated February 9, 2011. The Member, in her personal capacity borrowed \$310,500.00 from a lending institution to finance the transaction and to pay what was owing to the beneficiaries of K.M.'s estate. N.C. agreed to make payments on principal and interest directly to the lending institution on the Member's behalf. N.C. also agreed to pay the property taxes associated with the land. During an office attendance, the Member asked N.C. two times whether he wanted a different lawyer to handle the transaction, and both times he refused.

37. The Member and N.C. then executed an Agreement for Sale, also dated February 9, 2011 [**Tab 5**] whereby the Member agreed to convey the land back to N.C. so long as the payments totaling \$310,500.00 with interest was repaid to the lending institution according to a semi-

annual payment schedule. This was basically the same approach K.M. had taken in his dealings with N.C. Paragraph 7 of the Agreement for Sale also provided as follows:

Provided that in default of payment of the said sum and interest, or any part or parts thereof on the days and times aforesaid, or of performance or fulfillment of any of the stipulations, covenants, provisos or agreements on the part of the Purchaser to be performed or herein contained, the Vendor shall be at liberty to determine and put an end to this agreement by legal action and to retain any sum or sums paid hereunder as and by way of liquidated damages.

38. As noted above, N.C. did not obtain independent legal advice in relation to the Memorandum of Agreement or the Agreement for Sale prior to transferring his 6 quarter sections of farmland to the Member. N.C. was in a desperate situation at the time with no other options for obtaining financing. As a result of N.C.'s desperate situation and extreme level of emotional upset caused by the demands of the beneficiaries, N.C. was in a vulnerable state at the time he entered into the transaction with the Member.

39. The terms of the Memorandum of Agreement and Agreement for Sale between the Member and N.C. did not provide for the Member to obtain a personal gain, so long as N.C. made the payments on time. However, in the event of default in the terms of the Agreement for Sale, the Member would have been in a position to cancel the Agreement for Sale, keep the subject lands, and retain any payments made by N.C. as liquidated damages. *The Land Contracts Actions Act* would have applied, however, with a judicial sale of the property as an alternative remedy to protect N.C.'s equity in the subject lands. In the event of default by N.C. there was a significant risk that the interests of the Member and N.C. would be in direct conflict.

40. Since February 9, 2011, the value of the 6 quarter sections of land that are subject to the Memorandum of Agreement and Agreement for Sale between the Member and N.C. has increased dramatically. The Member continues to hold title to the lands in question subject to an interest (the Agreement for Sale) registered by N.C.

Allegations #1 and #2

41. In the context of the transfer of land from N.C. to the Member pursuant to the Memorandum of Agreement and Agreement for Sale dated February 9, 2011, the Member discovered that an interest was registered against 5 of the 6 quarter sections of land covered under the arrangement. An example of how the registration appeared on the titles in question is at **Tab 6**. The interest had been registered by N.C. and his wife J.C. on March 28, 2000 to protect their interests under the prior arrangement with K.M. J.C. passed away on July 12, 2008.

42. In order to discharge the interest registered by N.C. and his late wife, the Member "cut and pasted" the signatures of N.C. and J.C. that she had on file from a document executed by the pair previously. The Member inserted the signatures from the previously executed document into a blank Information Services Corporation Interest Authorization (Two Individuals) document directing the full discharge of the interest previously registered by N.C. and J.C. The Member backdated the Interest Authorization to May 10, 2008, a date just prior to the death of

J.C. The Member signed as a witness to the cut and pasted signatures. The fabricated Interest Authorization is attached hereto at **Tab 7**.

43. The Member submitted the fabricated Interest Authorization to Information Services Corporation and they acted upon it by discharging the interest in question. The Member could have initiated the lapsing process to discharge the caveat, but did not. The Member's submission of the fabricated Interest Authorization misled Information Services Corporation. The end result was that the titles to the land in question were cleared but for the Member's newly obtained mortgage which stood in first priority.

44. On March 10, 2011, a Law Society representative had a telephone conversation with the Member that included a discussion about providing originals of the file material relating to the complaint made by P.C. The Member met with her legal counsel later that day, in Regina, for their first face-to-face meeting, and disclosed the fabrication issue. At the meeting, the Member instructed her counsel to disclose the fabrication issue to the Law Society. The Member's counsel worked over the weekend, drafting a letter to the Law Society and compiling relevant materials to facilitate the Law Society's review of the entire file, including the fabrication issue. On Monday morning, March 14, 2011, the Member's solicitor contacted Steve McLellan, the errors and omissions insurer, by telephone to disclose the fabrication issue verbally. The following day, on March 15, 2011, the Member and her counsel personally delivered a letter to the Law Society detailing the situation and enclosing the entire file. A meeting was held at that time with the Law Society to discuss all matters further.

PRIOR HISTORY

45. The Member has no prior discipline history. She has one prior referral to the Professional Standards Committee from 2001.

EDITED FOR PUBLICATION