

States. Tedham explained that it was his view that he should simply answer the questions of the customs officer and no more. He recognizes that this was not appropriate and is more careful and complete about his declarations when crossing the border.

In 2010, Tedham was charged and convicted under the BC *Motor Vehicle Act* for disobeying a railway stop sign. He was working at a film shoot and took a production vehicle across the tracks without stopping, as he could see that the tracks were clear. He paid the fine shortly after the ticket was issued.

Tedham filed for personal bankruptcy in October 2003 and was discharged in July 2004. His debts totalled \$900,000 and were largely related to his involvement in the movie-production business. This was of considerable concern to the panel, given the trust the public places in lawyers with respect to the handling of trust funds. However, the panel accepted that Tedham was subject to financial circumstances beyond his control at the time.

In December 2010, Tedham was driving while intoxicated and hit a construction barrier. He was charged and subsequently convicted under the BC *Motor Vehicle Act* for failing to remain at the scene of an accident, failing to produce a driver's licence, and driving without due care.

After this accident, Tedham entered into a regime associated with Alcoholics Anonymous and, with the support of the Lawyers Assistance Program, he has been sober since October 2011.

An addiction specialist advised the Law Society that Tedham suffers from a substance abuse disorder. In the specialist's professional opinion, Tedham's history indicates that he had successfully entered into stable abstinent remission from that medical condition.

After completing his third year of law school, Tedham worked at a law firm in various capacities, latterly with the permission of the Law Society as a paralegal. This law firm committed to employ him as a

student and to provide appropriate supervision during his articling year.

The panel reviewed letters of recommendation, including ones from the principal of the law firm where Tedham works and from the lawyer who is his sponsor in the AA program and also a member of the Lawyers Assistance Program Accountability Group. Both lawyers fully supported Tedham's application for articles.

The addiction specialist made recommendations of steps to be taken to ensure that Tedham would remain medically fit to become an articulated student. Tedham agreed to all of the recommendations. The panel asked the parties to reduce their apparent agreement to writing for its consideration.

The limitations and conditions agreed to included that Tedham:

1. article and practise only in a law firm or other business setting in which he is supervised by at least one lawyer with a minimum of eight years of call who is in active practice;
2. not be a signatory on a trust account; and
3. comply with all of the recommendations made in the addiction specialist's report.

Tedham must also instruct his monitor to report promptly to the Law Society any non-compliance with the monitoring or relapse-prevention agreements and submit a report to the Credentials Committee every 12 months while monitoring is in place and at the end of the monitoring period.

The panel concluded that Tedham was currently of good character and repute and fit to be an articulated student. In order to ensure that he remains fit, the panel ordered that Tedham comply with the terms of the agreement during his articles and recommended that the Credentials Committee continue the terms for a three-year period of practice following his call and admission. ♦

Conduct reviews

THE PUBLICATION OF conduct review summaries is intended to assist lawyers by providing information about ethical and conduct standards.

A conduct review is a confidential meeting between a lawyer against whom a complaint has been made and a conduct review subcommittee, which may also be attended by the complainant at the discretion of the subcommittee. The Discipline Committee may order a conduct review pursuant to Rule 4-4, rather than issue a citation to hold a hearing regarding the lawyer's conduct, if it considers that a conduct review is a more effective disposition and is in the public interest. The committee takes into account a number of factors, including:

- the lawyer's professional conduct record;

- the need for specific or general deterrence;
- the lawyer's acknowledgement of misconduct and any steps taken to remedy any loss or damage caused by his or her conduct; and
- the likelihood that a conduct review will provide an effective rehabilitation or remedial result.

BREACH OF UNDERTAKING

A lawyer failed to honour his undertaking to request that settlement funds be paid to him rather than his client so that the funds could, in turn, be used to pay the client's former lawyer's accounts, contrary to

continued on page 23

Discipline Digest

BELOW ARE SUMMARIES with respect to:

- Amarjit Singh Dhindsa
- Tim Yao-Yuan Xia
- Ronald Wayne Perrick
- Thomas Paul Harding
- Douglas Bernard Chiasson

For the full text of discipline decisions, visit the [Hearings reports](#) section of the Law Society website.

AMARJIT SINGH DHINDSA

Abbotsford, BC

Called to the bar: June 8, 2001

Discipline hearing: January 15, 2014

Panel: Thomas Fellhauer, Chair, Paula Cayley and John Waddell, QC

Oral reasons: January 15, 2014

Decision issued: April 17, 2014 ([2014 LSBC 18](#))

Counsel: Carolyn Gulabsingh for the Law Society; Gerald A. Cuttler for Amarjit Singh Dhindsa

FACTS

On February 2, 2012, Amarjit Singh Dhindsa was retained to act for a client who had entered into a contract to sell property to another company.

On February 10, the purchaser's lawyer sent Dhindsa a letter setting out the undertakings upon which he would send the net sale proceeds to Dhindsa in trust. The undertakings included requirements that Dhindsa provide, within five business days, a copy of his letter to the bank enclosing the payout monies, and obtain a discharge of mortgage and an assignment of rents in a timely manner.

Dhindsa met with his client on February 24 and then assigned primary responsibility for this transaction to a legal assistant who was experienced in conveyancing.

Dhindsa's conveyancing staff were informed of the importance of using a checklist in the client file for diarizing and following up in order to fulfill undertakings and obtain discharges on a timely basis. His staff were also instructed to bring to his attention any issues or problems that arose. Dhindsa did not review or audit files prior to closing the file to ensure the conveyance had completed and that all obligations were performed.

During the course of the transaction, Dhindsa's legal assistant prepared conveyance documents and letters to the vendor, the purchaser's lawyer and the bank. Two letters were incorrectly dated. Dhindsa did not review any letters sent out on his behalf, and his legal assistant did not copy him on any incoming correspondence or emails

related to the transaction.

The sale of the property completed on March 1, 2012. On June 1, the purchaser's lawyer advised the legal assistant that one of the mortgages and one of the assignments of rents remained outstanding. The legal assistant did not investigate this matter further and did not bring it to Dhindsa's attention.

On July 4, 2012, the purchaser's lawyer reported Dhindsa to the Law Society.

ADMISSION AND DISCIPLINARY ACTION

Dhindsa admitted that he committed professional misconduct by failing to honour the trust conditions imposed by the purchaser's lawyer and by abdicating his professional responsibility to maintain the client's file, properly delegate tasks and adequately supervise his staff. Dhindsa admitted that he breached the rules by failing to deliver a five-day report detailing that he had delivered funds to the lender and had not obtained discharges from the lender in respect of a mortgage and an assignment of rents, contrary to the rules.

Dhindsa had virtually no oversight over his client's file. After meeting with his client on February 24, 2012, he did not review the file again until he was advised of the complaint to the Law Society. This was the first time that he learned that the undertakings were not being fulfilled, discharges were not obtained and reporting letters were not completed.

Dhindsa accepted the undertakings requested by the purchaser's lawyer; however, he did not take any steps to actually ensure that those undertakings were complied with. He did not discuss the undertakings with his staff or follow up with them. He also did not prepare any report to comply with the rules.

The panel considered Dhindsa's professional conduct record as an aggravating factor because he had a prior history of breaching an undertaking.

Dhindsa took steps to fulfill the undertakings immediately after he became aware that they had been breached. The panel noted that there was no discernible advantage gained by Dhindsa by his misconduct. While the purchaser may have suffered some inconvenience and potential increased legal costs, there did not appear to be any other consequence of significance.

The panel accepted Dhindsa's admissions and ordered that he pay:

1. a \$5,000 fine; and
2. \$2,500 in costs.

The panel ordered that the citation, the agreed statement of facts and the transcripts of the hearing be sealed to protect confidential client and third-party information. The public has access to the essential information to understand the context of Dhindsa's professional misconduct and the reasons for the panel's decision.

TIM YAO-YUAN XIA

Vancouver, BC

Called to the bar: May 20, 1994

Discipline hearing: March 27, 2014

Panel: David Mossop, QC, Chair, Jasmin Ahmad and Clayton Shultz

Oral decision (facts and determination): March 27, 2014

Decision issued: June 11, 2014 (2014 LSBC 24)

Counsel: Kieron Grady for the Law Society; Henry Wood, QC for Tim Yao-Yuan Xia

FACTS

On October 31, 2008, Tim Yao-Yuan Xia met with a new client and was asked to draft a marital separation agreement. The client advised Xia that his wife was in agreement with the terms.

Xia prepared the separation agreement. His client signed it and Xia witnessed his signature. The client told Xia that he would arrange for his wife's signature on the separation agreement in the presence of another lawyer.

On November 8, 2008, the client requested that Xia prepare the necessary paperwork to effect a transfer of property to his son. Based on his client's instructions, Xia prepared a transfer document, which was signed by his client and witnessed by Xia.

The client also presented copies of two one-page agreements between him and his son, both dated March 31, 2004. One agreement was signed by the son and witnessed by a notary public.

The other agreement only had the signatures of the son and client and did not indicate that it had been witnessed by anyone. Xia was asked to witness the signatures of the client and his son that were already on this agreement.

Xia advised the client that the agreement was legally binding without witnesses to the signatures. However, the client was insistent and requested that Xia "formalize" the agreement by signing it as a witness. Xia signed the agreement as witness to the signatures contained in it and affixed his stamp.

Xia did not witness the signature of either his client or the son contained on the agreement, nor did he affix a date when he purported to witness the two signatures. By signing as a witness, Xia confirmed that the signatures were genuine.

ADMISSION AND DISCIPLINARY ACTION

Xia admitted that his conduct in affixing his signature as a witness to the agreement when he had not witnessed either of the signatures constituted professional misconduct.

By affixing his signature to the agreement, Xia falsely represented that he witnessed the parties' execution of the agreement on the date specified. This false statement cast doubt on Xia's professional integrity and reflected adversely on the integrity of the legal profession.

There was no evidence that the signatories to the agreement signed the documents for any improper purpose or that Xia's conduct caused

any direct harm or resulted in any adverse consequences to any party. There was also no evidence that Xia or his client gained any advantage as a result. The agreement did not require a witness to the signatures and was valid even without Xia purporting to witness it.

Xia's professional conduct record disclosed a history of involvement with the Practice Standards Committee that indicated that he had, at least in the past, struggled with practice standards. At the time of the hearing, he was conducting his practice under a practice supervision agreement.

The panel considered Xia's early admission of wrongdoing as a mitigating factor.

The panel accepted Xia's admission of professional misconduct and ordered that he pay:

1. a \$3,000 fine; and
2. \$1,000 in costs.

RONALD WAYNE PERRICK

North Vancouver, BC

Called to the bar: May 17, 1971

Discipline hearings: October 21, 2013 (application concerning abuse of process), October 21, 22, 23, 24 and 25, 2013 and April 25, 2014

Panel: David Renwick, QC, Chair, John (Woody) Hayes and Bruce LeRose, QC

Oral reasons: October 21, 2013

Decisions issued: January 16 (2014 LSBC 01), January 23 (2014 LSBC 03) and June 12, 2014 (2014 LSBC 25)

Counsel: Alison Kirby for the Law Society; Ronald Wayne Perrick on his own behalf

FACTS

In April 2003, Ronald Wayne Perrick was retained by the shareholders of a company with respect to the sale of their property. The shareholders were a husband and wife, each of whom owned 50 per cent of the voting shares, together with their four children. Perrick knew that the parents were the sole officers, directors and voting shareholders of the company, and that the property represented all, or substantially all, of the assets of the company.

One of the parents died in December 2004 and the other died in October 2005. Perrick was aware of each of the deaths shortly after they occurred.

The property was sold for \$5.75 million with a closing date of February 9, 2006. The sale proceeds were deposited into Perrick's law firm trust account. A dispute quickly arose as to when the money would be distributed and the amount of Perrick's fee.

The 11 allegations in this case are listed in five categories:

Improper use of expired powers of attorney

In 2006, Perrick prepared an Assignment of Shares and witnessed the signatures of two of the siblings, as attorneys for the parents, when

he knew that the parents were deceased, and that the powers of attorney were no longer valid. He knew that the parents' wills directed that one son would receive the voting shares so he could continue on with the business, but that would only occur upon their deaths.

Perrick acknowledged that he had a significant self-interest in ensuring that the real estate transaction completed, as his fees were contingent upon the closing.

Backdating assignment of shares

When preparing the Assignment of Shares in 2006, Perrick backdated it to October 21, 2004. He knew that the company's corporate solicitor would be preparing documentation approving the property sale and the transfer of voting shares based on the backdated assignment. Perrick suggested that the end justified the means as all parties wanted the sale to complete and they wouldn't be concerned how it happened.

Failure to provide quality of service

Perrick did not keep his client reasonably informed of the handling of the disbursement of trust funds. On March 2, 2006, he provided the company with a spreadsheet showing his all-inclusive fee of \$926,916.

The client was not advised of the basis for Perrick's fees. The company retained legal counsel who made numerous requests for an accounting from Perrick. After instructing their legal counsel to commence court action, Perrick rendered his statement of account on June 15, 2006. However, he only disclosed that the funds had been withdrawn from trust on November 28, 2006.

Perrick did not take reasonable steps to determine who was authorized to give instructions on behalf of the company. To facilitate the completion of the sale on February 9, 2006, Perrick prepared the backdated assignment, allowing one sibling to become the directing shareholder for the company. Until then, he was taking his directions on behalf of the company from another sibling. Perrick failed to recognize that there were competing interests among the siblings.

Failure to respond to communications from another lawyer

Perrick failed to respond promptly to communications from opposing counsel regarding the handling and disbursement of the trust funds. He tried to justify this by stating that he had provided the accounting to the company and did not need to respond to opposing counsel's communications.

Breach of rules

Perrick did not enter into a written contingent fee agreement with the company or any members of the family. However, it was conceded that he would not charge them anything if he did not complete the sale of the property, but if he was instrumental in selling the property, there would be some form of a fee. He arbitrarily and unilaterally fixed the fee calculation, took the monies from trust, and then tried to justify his actions by preparing a fee account.

He failed to account to his client for funds entrusted to him.

Perrick was careless and failed to properly instruct his staff to record trust transactions within seven days. His client trust ledger showed that the entries in the trust account were made haphazardly, out of time and out of sequence to events as they transpired.

Although Perrick was aware that legal counsel was retained by the company with respect to a dispute over his fees, he continued to withdraw monies from his trust account.

He withdrew fees prior to the delivery of a bill to his client.

DETERMINATION

A judge determined that Perrick had removed the funds from trust without rendering a statement of account pursuant to the rules. As Perrick had not disclosed what he had done with the money, the court ordered judgment against him and the law firm for the sum of \$926,916 plus interest. The court also determined that Perrick's misconduct precluded him from claiming fees.

The panel ruled that the Law Society was entitled to rely upon the judge's reasons and that those findings established a prima facie case against Perrick with respect to 10 of the 11 allegations. The panel further ordered that Perrick was prohibited from re-litigating those issues as it would result in an abuse of process.

The panel found that Perrick's actions in these allegations amounted to professional misconduct, with the exception of his failure to record trust transactions within seven days, which was a breach of the rules. The panel dismissed an allegation of failure to account to the client as it was duplicative of another allegation in which professional misconduct was established.

DISCIPLINARY ACTION

The panel considered significant aggravating factors. Perrick had engaged in multiple serious instances of professional misconduct in order to fulfill his client's goal of completing a commercial real estate transaction, and then his own goal of receiving a substantial legal fee for his services.

Perrick never admitted nor acknowledged any misconduct. In order to obtain an accounting of the trust funds and a proper legal bill for the services rendered, the victims had to retain new counsel and commence lengthy and onerous court proceedings.

The panel determined that the disciplinary action must send a strong message to Perrick that his management of this file was not only irresponsible, but also unethical and could not be condoned in the least. The panel felt that, ordinarily, a 90 day-suspension would be warranted in the case. However, given Perrick's age, his 43 years of practice with a clean discipline record and, particularly, the fact that the Law Society was not seeking a suspension, the panel imposed a fine of \$15,000 for backdating and improper use of documents and an additional \$10,000 for other misconduct and breaches of the rules.

The panel ordered that Perrick pay:

1. a \$25,000 fine, and
2. \$24,210 in costs.