2019 LSBC 42
Decision issued: December 4, 2019
Citation issued: March 8, 2018

THE LAW SOCIETY OF BRITISH COLUMBIA

In the matter of the *Legal Profession Act*, SBC 1998, c. 9

and a hearing concerning

GLENN ARTHUR LAUGHLIN

RESPONDENT

DECISION OF THE HEARING PANEL

Hearing dates:	July 23, 2019
Panel:	Elizabeth J. Rowbotham, Chair Lindsay R. LeBlanc, Lawyer Mark Rushton, Public representative
Discipline Counsel:	J. Kenneth McEwan, QC and Samantha Chang
Counsel for the Respondent:	Henry C. Wood, QC

BACKGROUND

[1] On March 8, 2018, a citation was issued against the Respondent pursuant to the *Legal Profession Act* and the Law Society Rules. The citation provides as follows:

1. Between approximately September 2014 and November 2014, you acted in a conflict of interest when you acted for two or more of WD, O Ltd., ME, and RE, in relation to a proposed sale of WD's shares in O Ltd., contrary to one or more of rules 3.4-1 and 3.4-2 of the *Code of Professional Conduct for British Columbia*.

   This conduct constitutes professional misconduct, pursuant to s. 38(4) of the *Legal Profession Act*.

2. Between approximately July 2016 and September 2017, while you were corporate counsel for O Ltd., you acted in a conflict of interest against your former family law client WD, by representing ME and RE during negotiations regarding a proposed sale of WD's shares in O Ltd., contrary to rule 3.4-10 of the *Code of Professional Conduct for British Columbia*.

   This conduct constitutes professional misconduct, pursuant to s. 38(4) of the *Legal Profession Act*.

[2] The Respondent admits that he was properly served with the citation.

[3] The parties filed an Agreed Statement of Facts, which the Panel has considered.

[4] The Respondent admits that his conduct represents a marked departure from the level of conduct the Law Society expects of lawyers and constitutes professional misconduct.

[5] The parties jointly submitted that a fine of $12,000 is the appropriate disciplinary measure, together with costs of $2,000.

FACTUAL OVERVIEW

[6] Although the impugned conduct took place in 2014 and 2016-2017 respectively, the facts leading to the citation are complex and span a number of years.

Proposed share sale #1

[7] Beginning in 2006 the Respondent acted as corporate counsel to O Ltd. and maintained the registered and records office for the company. At that time, the two shareholders in O Ltd. were WD and RE.

[8] In 2008, following a reorganization of O Ltd., shares were issued to a company owned by RE and ME and shares were issued to a company owned by WD and KS.

[9] The shareholders of O Ltd. were governed by a Shareholders' Agreement dated March 31, 2009.

[10] The two directors of O Ltd. were WD and RE and each of WD, RE and ME worked for O Ltd.

[11] In addition to acting for O Ltd., the Respondent also acted for the principals of the Companies including:

(a) In 2006, he prepared wills for RE and ME;

(b) In 2007, he acted for WD in the sale of WD's and KS's home; and

(c) In 2013, he acted for RE and ME in their purchase of a new home.

[12] In or about February 2010, WD and KS separated and subsequently commenced divorce proceedings.

[13] Beginning in May 2012, the Respondent acted for WD in the divorce proceedings, until he withdrew as counsel in November 2015. Initially, KS was represented by counsel. In May 2014, KS dismissed her counsel and became self-represented.

[14] WD had substance use issues, which the Respondent was aware of by September 2013.

[15] During the summer or fall of 2014, WD's substance use issues worsened and WD began missing work.

[16] As corporate counsel for O Ltd., the Respondent had regular conversations with RE and ME, including discussing WD's substance addiction issues. As WD's counsel in the divorce proceedings, the Respondent had emails with KS in which they discussed WD's addiction issues and proposed treatment.

[17] In late September 2014, RE and ME advised the Respondent that WD had failed to show up to work and that a truck owned by O Ltd. was missing. The Respondent began researching potential rehabilitation facilities for WD to attend.

[18] On October 1, 2014, the Respondent met with WD at the Respondent's office, during which the Respondent proposed rehabilitation treatment. At the Respondent's suggestion, WD executed a Power of Attorney, appointing the Respondent as his attorney to make decisions in relation to his financial affairs. The Respondent stated in his interview that the purpose of the Power of Attorney was to cover situations where WD might not be physically available, such as where KS wishes to accept an offer on the house. In that situation, the Respondent consulted WD for his approval prior to agreeing to accept the offer.

[19] At all material times following October 1, 2014, the Respondent held the Power of Attorney for WD. There was no evidence put to the Panel that the Respondent charged a fee for acting as WD's attorney.

[20] As WD's counsel, the Respondent was aware of WD's personal financial circumstances and the expense of attending a rehabilitation facility. The

Respondent initially raised the possibility of a buyout of WD's shares by RE and ME.

[21] The Respondent continued to have discussions with RE and ME and with WD about the possibility of RE and ME buying out WD's shares in O Ltd.

[22] By email dated October 2, 2014, the Respondent advised KS that WD had agreed to enter rehabilitation. The Respondent further advised KS that he had spoken to RE and ME. A portion of the email reads as follows:

> … buying out the numbered company's and WD's shares in O Ltd. as well. They are willing to look at something, provided it was payments over time so they could manage it financially. The big issue is what those shares are worth. …
>
> It seems to me that RE and ME are the natural (perhaps only) purchasers for those shares, and WD certainly doesn't have any $ to buy you out. I also think that any buyout should involve you, at least to the extent that you approve the figures since it will definitely affect you.

[23] By email dated October 3, 2014, the Respondent advised WD that he had spoken to a local treatment facility ("Option 1") and that RE and ME had agreed to advance funds in the amount of $25,000 for WD to attend the eight-week treatment program. The funds would be treated as an advance towards the purchase of WD's shares in O Ltd.

[24] Similarly, by email dated October 3, 2014, the Respondent advised KS that he had found a facility for WD. A portion of the email reads as follows:

> I have spoken to ME and RE about them fronting the cost (estimated about $25,000.00) and they are willing to treat it as an advance which would be deducted from the value of WD's shares in O Ltd. Assuming WD sees any of those sale proceeds, it would come from his share. However we don't know how the numbers will break down yet, so there is a possibility it could affect what you received for your interest in the company (for example, if it worked out that 100% of the sale proceeds went to you). Are you OK with that?

[25] Between October 1 and October 7, 2014, the Respondent received a series of emails from WD, the nature of which demonstrated that WD's health and well-being were declining as a consequence of his substance use issues. In these emails, WD begged the Respondent to get him into a rehabilitation facility and to save his life:

> … I hope tomorrow night when I check this I will be able to make a plan to go. I need this bad glenn, please save my life. Me going cold turkey WILL KILL me.

[26] By email dated October 8, 2014, the Respondent again provided the information for the local treatment facility to WD, and advised, "I have also made arrangements with RE and ME to front the cost, with repayment to be from your shares in O Ltd. …"

[27] By email dated October 13, 2014, KS advised the Respondent that WD had decided to attend a cheaper rehabilitation facility ("Option 2"), and that he had also raised the possibility of a yoga retreat in Central America. A portion of the email reads as follows:

> The price for Option 2 is $7,500. I approve that amount to effect my payout from O Ltd., but certainly not a trip to Central America.

[28] By a further email dated October 14, 2014, KS further advised the Respondent:

> … I have approved Option 1 potentially impacting my payout from O Ltd., and I reluctantly approve Option 2. However, I approve nothing else at this point, especially anything out of province.

[29] In response, the Respondent sent KS an email marked "Without Prejudice", in which he expressed his strong concerns with the likelihood of success under treatment Option 2.

[30] By email dated October 15, 2014, WD advised the Respondent that he had made arrangements to enter Option 1 and requested the Respondent contact the facility regarding payment.

[31] By email dated October 15, 2014, the Respondent advised ME as follows:

> It looks like WD is back on track. I will draft up an agreement specifying that the $25,000.00 is to be treated as a credit towards the purchase of WD's shares, and I will have KS agree to this as well so you don't get into a conflict with her over this.
>
> Option 1 is asking me to guarantee payment of WD's expenses. I am not willing to give them a blank cheque, but if you transfer the $25,000 to this office in trust, I will guarantee up to that $25,000.00.

[32] ME advised the Respondent by email the same date that she needed the agreement signed prior to transferring the money and that she was concerned that they would be unable to agree on the selling price for the shares in O Ltd.

[33] By email dated October 20, 2014, the Respondent advised WD that RE and ME were agreeable to advancing the $25,000.00:

> … provided you agree to sell your shares to her and RE at approximately fair market value as per the shareholders' agreement. The company is suffering a lot right now and certainly isn't worth what BDO felt it was worth in 2012. I suggested she send the most recent financials over to EPR for a quick valuation of O Ltd.

[34] On October 21, 2014, the Respondent provided WD with draft share sale agreements and asked WD to sign both agreements. The Respondent advised that he would send a copy to KS. On the same day, the Respondent circulated the draft share sale agreements to KS. The Respondent did not send copies of the draft share sale agreements to RE and ME. In response, WD sent three emails to the Respondent on October 21, 2014, expressing his dissatisfaction with the arrangement.

[35] On or about October 22, 2014, WD attended at the Respondent's office and advised that he did not wish to sign the draft sale agreements as he would be without an income. That same day, the Respondent advised ME that WD was not "keen about being out of O Ltd.," but that he had advised WD that RE and ME required this as a precondition for the release of $25,000 to him as the money was to be treated as an advance on the sale of his shares. As a result, the Respondent took no further steps to obtain a share sale as it had been proposed to that point.

[36] Ultimately, O Ltd. advanced $25,000 for WD to attend the rehabilitation program at Option 1.

Proposed share sale #2

[37] In April 2016, following a hearing for the division of family assets, KS was awarded half of WD's shares in O Ltd. and related companies.

[38] By email dated July 12, 2016, in response to a request that the Respondent (in his capacity as corporate counsel to O Ltd.) provide corporate records for the purposes of drafting the transfer documents, the Respondent advised that the transfer of 50 per cent of WD's shares would be an instance of default under O Ltd.'s shareholder agreement and that he would seek instructions from O Ltd.

[39] By email dated July 21, 2016, ME forwarded to the Respondent a portion of an email sent to her by WD proposing to sell his shares to RE and ME for $220,000. ME requested that the Respondent call her to discuss.

[40] The Respondent did not advise any of the shareholders to obtain independent legal advice.

[41] In early August 2016, KS and the Respondent exchanged various emails concerning the potential share purchase.

[42] Approximately one year later, on or about June 16, 2017, the Respondent and ME discussed an offer presented by counsel for KS and WD. Subsequent to that, by email dated June 19, 2017, ME advised that ME and RE had no interest in buying WD's shares, but that O Ltd. would redeem his shares.

[43] Between June 2017 and the end of July 2017, further discussions between the Respondent, RE and ME occurred resulting in the Respondent communicating the position of RE and ME to the counsel for KS and WD.

[44] By email dated August 10, 2017, the Respondent advised ME that he was in a conflict of interest because he had represented WD in the divorce, and stating:

> So I don't think I should be representing either WD or O Ltd. in this matter. That said, if it is simply a matter of being a conduit for information, I am happy to help.

[45] On or about September 18, 2017, the Respondent met with the Law Society for an investigative interview.

[46] On September 20, 2017, the Respondent advised KS and WD that he could no longer be involved in the share sale discussions and that ME should be contacted directly.

[47] The parties ultimately reached an agreement in respect of the sale of shares. ME requested that the Respondent prepare the necessary documents for the transfer of the shares, and WD and KS agreed with the Respondent doing so "for the limited purpose of preparing the paperwork necessary to effect the agreement." This was the only occasion on which WD provided his express consent to the Respondent acting on O Ltd.'s behalf in respect of the 2016 proposed sale of WD's shares.

ONUS AND STANDARD OF PROOF

[48] The onus of proof is on the Law Society, which must prove the allegations on a balance of probabilities. The Panel notes the cautions expressed in *F.H. v. McDougall*, 2008 SCC 53, and *Law Society of BC v. Schauble,* 2009 LSBC 11, that the evidence must be scrutinized with care and must be sufficiently clear, convincing and cogent.

PROFESSIONAL MISCONDUCT

[49] The test for professional misconduct has been clearly developed in *Law Society of BC v. Martin*, 2005 LSBC 16, *Re: Lawyer 12*, 2011 LSBC 35, and subsequent decisions providing further clarifications.

[50] In *Law Society of BC v. Kaminski*, 2018 LSBC 14, the panel considered the meaning of "professional misconduct" and stated at para. 43:

> What constitutes professional misconduct is not defined in the Act or the Rules or described in the *Code of Professional Conduct*. Since the decision by the hearing panel in *Law Society of BC v. Martin*, the vast majority of panels have adopted as a test for professional misconduct whether the conduct of the lawyer in question exhibited a "marked departure" from the standard of conduct the Law Society expects of lawyers. This is a subjective test that must be applied after taking into account decisions of other hearing panels, publications by the Law Society, the accepted standards for practice currently accepted by the members of the legal profession in British Columbia and what, at the relevant time, is required for protection of the public interest.

DETERMINATION

[51] Applying the test for professional misconduct and noting the admissions of the Respondent, we find that the allegations of professional misconduct in the citation are made out.

[52] The Respondent did not act out of malice, and he did not personally gain by his actions. The Respondent, throughout his involvement with O Ltd. and its shareholders, was trying to help WD through a difficult time. However, in doing so, the Respondent placed himself in a conflict of interest.

[53] The Panel finds that the Respondent was showing the compassion that is expected of lawyers towards WD in providing assistance with rehabilitation of WD's addiction issues. This conduct is not to be discouraged, provided it does not raise issues of conflict, as was the case here.

DISCIPLINE SANCTION

[54] The Law Society and the Respondent jointly submit that a fine of $12,000 should be imposed.

[55] *In Law Society of BC v. Lim*, 2019 LSC 19, the panel in that matter considered a conditional admission and consent to disciplinary action pursuant to Rule 4-30 of the Law Society Rules. In those situations, a hearing panel may either accept the admission and proposed disciplinary action or reject it. It is not open to a hearing panel to come to a different conclusion. If a hearing panel rejects the proposed disciplinary action, the hearing panel must advise the chair of the Discipline Committee of its decision and the chair of the Discipline Committee must instruct discipline counsel to set a date for the hearing of the citation before a different hearing panel.

[56] In considering whether the proposed disciplinary action is appropriate, the hearing panel is to determine whether the proposal is fair and reasonable in all the circumstances, not whether the panel would have imposed the same sanction as proposed by the parties.

[57] In the present matter, while the Respondent has admitted his misconduct and while the parties jointly submitted that a fine of $12,000 is the appropriate disciplinary measure, we are not necessarily constrained by the limits imposed in Rule 4-30 to either accept or reject the proposed disciplinary measure.

[58] Nevertheless, we acknowledge and accept counsel's submissions that the facts before us are from an Agreed Statement of Facts and there may be facts unknown to us and that we should show deference to the joint submissions of the Respondent and the Law Society and should consider whether the proposal is fair and reasonable in all of the circumstances that are in evidence.

[59] The foregoing notwithstanding, and for the reasons that follow, the Panel does not find that a $12,000 fine would be within the range of fair and reasonable disciplinary action in the circumstances of this case.

[60] Section 38 of the *Legal Profession Act* states that, where a hearing panel finds, as this Panel has, that a lawyer's actions constitute professional misconduct, the panel must do one or more of the following:

(a) reprimand the respondent;

(b) fine the respondent;

(c) impose conditions or limitations on the respondent's practice;

(d) suspend the respondent for a period of time or until any conditions or requirements imposed by the panel are met;

(e) disbar the respondent; or

(f) require the respondent to do one or more remedial actions or make submissions respecting their competence to practise law.

[61] In *Law Society of BC v. Lessing*, 2013 LSBC 29, the Benchers confirmed that the "… objects and duties set out in section 3 of the Act are reflected in the following factors set out in *Law Society of BC v. Ogilvie*, 1999 LSBC 17 …":

(a) the nature and gravity of the conduct proven;

(b) the age and experience of the respondent;

(c) the previous character of the respondent, including details of prior discipline;

(d) the impact upon the victim;

(e) the advantage gained, or to be gained, by the respondent;

(f) the number of times the offending conduct occurred;

(g) whether the respondent has acknowledged the misconduct and taken steps to disclose and redress the wrong and the presence or absence of other mitigating circumstances;

(h) the possibility of remediating or rehabilitating the respondent;

(i) the impact on the respondent of criminal or other sanctions or penalties;

(j) the impact of the proposed penalty on the respondent;

(k) the need for specific and general deterrence;

(l) the need to ensure the public's confidence in the integrity of the profession; and

(m) the range of penalties imposed in similar cases.

[62] In *Ogilvie*, the panel set out 13 factors that, while not exhaustive, might be said to be worthy of general consideration in disciplinary dispositions.

[63] In *Law Society of BC v. Dent*, 2016 LSBC 05 at para. 16, the panel stated:

> … It is not necessary for a hearing panel to go over each and every *Ogilvie* factor. Instead, all that is necessary for the hearing panel to do is to go over those factors that it considers relevant to or determinative of the final outcome of the disciplinary action (primary factors). This approach flows from *Lessing*, which talks about different factors having different weight.

[64] The Law Society and the Respondent placed emphasis on the following factors:

(a) the nature and gravity of the conduct proven;

(b) the previous character of the respondent, including details of prior discipline;

(c) whether the respondent has acknowledged the misconduct and taken steps to disclose and redress the wrong and the presence or absence of other mitigating circumstances; and

(d) the need to ensure the public's confidence in the integrity of the profession.

[65] This Panel also considered the range of penalties in similar cases and any advantage gained or to be gained by the Respondent as additional factors.

The nature and gravity of the conduct proven

[66] In *Law Society of BC v. Gellert*, 2014 LSBC 05 at para. 39, the panel stated that:

> … the nature and gravity of the misconduct will usually be of special importance … not only because this factor in a sense encompasses several of the others, but also because it represents a principal benchmark against which to gauge how best to achieve the key objective of protecting the public and preserving confidence in the legal profession. Indeed, this key objective is the prism through which all of the *Ogilvie* factors must be applied, a message that shines through clearly in the discussion in *Ogilvie* itself at paras. 9 and 10, and has since been affirmed in other decisions such as *Lessing* … .

[67] The nature of the misconduct in this matter is acting in a conflict of interest.

[68] The importance of a lawyer's duty to avoid conflicts of interest was expressed by the panel in *Law Society of BC v. Golden*, 2019 LSBC 15 at paras. 11, 12 and 13:

> The duties impacted by the proven misconduct strike the core of the solicitor-client relationship and elevate the need to ensure that the sanction imposed is sufficient to uphold and protect the public confidence in the

integrity of the legal profession and the Law Society's disciplinary process.

As stated in Commentary 5 to Rule 3.4-1 of the *Code*:

> The value of an independent bar is diminished unless the lawyer is free from conflicts of interest. The rule governing conflicts of interest is founded in the duty of loyalty which is grounded in the law governing fiduciaries. The lawyer-client relationship is a fiduciary relationship and as such, the lawyer has a duty of loyalty to the client. To maintain public confidence in the integrity of the legal profession and the administration of justice, in which lawyers play a key role, it is essential that lawyers respect the duty of loyalty. Arising from the duty of loyalty are other duties, such as a duty to commit to the client's cause, the duty of confidentiality, the duty of candour and the duty not to act in a conflict of interest. This obligation is premised on an established or ongoing lawyer client relationship in which the client must be assured of the lawyer's undivided loyalty, free from any material impairment of the lawyer and client relationship.

As the hearing panel stated in the case of *Law Society of BC v. Culos*, 2013 LSBC 19, the duty of loyalty to a client is a core value of the profession. Lawyers are trained to think about and recognize conflicts.

[69] In both situations of admitted conflict, the Respondent put himself in a position of divided loyalty, although the Respondent was well-intentioned. The duty of loyalty is one of the core values of the legal profession and in this case the Respondent failed to recognize that he was acting with compromised loyalties. In the present matter, the Respondent did not gain financially, and the parties did not suffer any financial damage.

[70] Weighing the facts under this consideration, a fine is an appropriate penalty.

The previous character of the respondent including details of prior discipline

[71] The Respondent was admitted to the Law Society of Saskatchewan in 1995 and to the Law Society of British Columbia in 1996 and has practised law for more than 20 years.

[72] This is the Respondent's first citation. The Respondent has four prior conduct reviews. The first two conduct reviews pertained to breaches of undertakings in real estate matters. The third conduct review pertained to failing to follow the proper procedure in affixing electronic signatures in real estate transactions. The fourth conduct review related to concerns about the quality of service provided to a

client on two foreclosure matters, including delay in advancing the interests of the client and a failure to recognize an apparent conflict of interest.

[73] The Respondent's professional conduct record is an aggravating factor. The Respondent has been previously warned to watch for conflicts and urged to avail himself of resources to prevent similar issues.

[74] The prior conduct hearing weighs in favour of imposing a fine.

The advantage gained, or to be gained, by the respondent

[75] There was no evidence that the Respondent gained financially or otherwise.

[76] We find that the Respondent was attempting in good faith to help WD obtain the medical assistance he was in desperate need of. Although the manner in which the Respondent proceeded led to the conflict of interest, the Respondent was well-intentioned. We find this to be a highly mitigating factor.

Whether the respondent has acknowledged the misconduct and taken steps to disclose and redress the wrong and the presence or absence of other mitigating factors

[77] The Respondent has admitted to his professional misconduct and agrees with the Law Society that a fine is appropriate.

The need to ensure the public's confidence in the integrity of the profession and the range of penalties in other cases

[78] In *Law Society of BC v. Dent*, 2016 LSBC 05, the panel summarized the need to ensure the public's confidence in the integrity of the profession as: will the public have confidence that the proposed disciplinary action is sufficient to maintain the integrity of the legal profession and specifically, will the public have confidence in the proposed disciplinary action when comparing it to similar cases?

[79] The parties directed the Panel to seven cases of similarity where the fines ranged from $3,000, at the low end, to $20,000, at the high end. Those cases are: *Law Society of BC v. Culos*, 2013 LSBC 19, *Dent, Law Society of BC v. Ebrahim*, 2010 LSBC 14, *Law Society of BC v. Golden,* 2019 LSBC 15, *Law Society of BC v. King,* 2019 LSBC 07, *Law Society of BC v. O'Neill,* 2013 LSBC 23, *Law Society of BC v. Rutley,* 2013 LSBC 32.

[80] Having reviewed the cases provided, we find that the misconduct in this matter is at the lower end of the spectrum of misconduct.

[81] *Dent* is the most appropriate case to consider as it most closely resembles the conduct in this case. The facts in *Dent* were briefly summarized at paragraph 2 of the decision:

> … a long-standing client, the vendor, and the purchaser showed up unannounced at the Respondent's office. Such is the nature of small town practice. There seems to have been no appointment. Being entrepreneurs and wanting the deal to go through quickly and as cheaply as possible, the vendor and the purchaser wanted the Respondent to act for both parties. The deal was for the sale of land with a commercial element. The deal ultimately went through, and no one suffered any loss or harm.

[82] However, a complaint was made to the Law Society and in the course of investigating the complaint, the Law Society uncovered three issues arising from the matter and issued a citation. The hearing panel found that one allegation was proven: failing to advise the unrepresented party that the lawyer was not protecting their interest. The panel ordered the lawyer to pay a fine of $5,000.

DECISION ON DISCIPLINARY ACTION

[83] The Panel has considered the *Ogilvie* factors referenced above and considered the joint submission. This is an unusual case where deference to the joint submission on disciplinary action, would not, in our view lead to a fair and reasonable disciplinary action on the circumstances before us. This is the Respondent's first citation, which means that the principle of progressive discipline is not a factor.

[84] This Panel finds that a fine of $5,000 would provide the public with confidence that it is fulfilling its regulatory role and would be consistent with the range of similar cases.

COSTS

[85] The Panel accepts the joint submission regarding costs and sees no reason to depart from the amount agreed upon.

[86] The Respondent is to pay costs in the sum of $2,000.

NON-DISCLOSURE ORDER

[87] The Law Society requested an order under Rule 5-8(2) of the Rules that exhibits that contain confidential client information or privileged information not be disclosed to members of the public. The Respondent consents to the order.

[88] In order to prevent the disclosure of confidential or privileged information to the public, we order under Rule 5-8(2) that, if a member of the public requests copies of the exhibits in these proceedings, those exhibits must be redacted for confidential or privileged information before being provided.

SUMMARY OF ORDERS MADE

[89] The Panel makes the following orders:

(a) The Respondent's conduct constitutes professional misconduct, pursuant to s. 38(4) of the *Legal Profession Act;*

(b) The Respondent is to pay a global fine of $5,000 to the Law Society on or before December 31, 2019;

(c) The Respondent is to pay costs of $2,000 to the Law Society on or before December 31, 2019; and

(d) Pursuant to Rule 5-8(2)(a) of the Rules, if any person, other than a party, seeks to obtain a copy of a transcript or any exhibit filed in these proceedings, client names and identifying information, and any confidential or privileged information must be redacted before it is disclosed to that person.