LAW SOCIETY OF ALBERTA

IN THE MATTER OF THE *LEGAL PROFESSION ACT;*

AND

IN THE MATTER OF A HEARING REGARDING
THE CONDUCT OF RONALD MAURICE,
A MEMBER OF THE LAW SOCIETY OF ALBERTA

Hearing Committee:

Sarah King D'Souza, Q.C., Chair (Bencher)

Appearances:

Counsel for the Law Society – Nancy Bains
Counsel for Ronald Maurice – James Rooney, QC

Hearing Date:

April 18, 2016

Hearing Location:

Law Society of Alberta at 500, 919 – 11th Avenue S.W., Calgary, Alberta

HEARING COMMITTEE REPORT

Jurisdiction, Preliminary Matters and Exhibits

1. On April 18, 2016, a Hearing Committee (Committee) convened at the office of the Law Society of Alberta (LSA) to conduct a hearing regarding a number of citations against Ronald Maurice. Mr. Maurice attended. Mr. Rooney, Q.C. and counsel for the LSA were asked whether there were any objections to the constitution of the Committee. There being no objections, the hearing proceeded. Also in attendance was a representative of the complainant's law office.

2. Exhibits 1 through 4, consisting of the letter of appointment of the Committee, the Notice to Solicitor pursuant to section 56 of the *Legal Profession Act*, the Notice to Attend to the Member and the Certificate of Status of the Member with which the LSA established the jurisdiction of the Committee.

3. The Certificate of Exercise of Discretion pursuant to Rule 96(2)(b) of the *Rules of the Law Society of Alberta* ("Rules") pursuant to which the Deputy Executive Director and Director, Regulation of the LSA, determined that there were two persons to be served with a private hearing application notice, was entered as Exhibit 5. Counsel for the LSA advised that the LSA did not receive a request for a private hearing. Accordingly, the Chair directed that the hearing be held in public**.**

4. At the outset of the hearing, Exhibits 6 through 25, contained in the Exhibit Book which had been provided in advance, were entered into evidence in the hearing with the consent of the parties. Further, Exhibit 26 being the Member's Record and Exhibit 27, an Estimated Statement of Costs was added to the Exhibit Book as the hearing proceeded.

Citations

5. Mr. Maurice faced the following Citation:

> [1] It is alleged that you failed to respond to communications from Rath and Company with reasonable promptness and such conduct is deserving of sanction.

Agreed Statement of Facts

6. Mr. Maurice signed a Statement of Facts and Admission of Guilt on November 24, 2015. It is attached as Appendix 1 to this Hearing Report. In it Mr. Maurice admitted guilt to the citation.

7. On January 27, 2016, a Conduct Committee Panel reviewed Appendix 1 and after consideration, determined that the Statement of Facts and Admission of Guilt for Mr. Maurice was in a form acceptable to the Conduct Committee Panel as contemplated in section 60(3) of the *Legal Profession Act*.

8. Pursuant to section 60(4) of the *Legal Profession Act*, after a Statement of Admission of Guilt is accepted by the Conduct Committee, it is deemed to be a finding of the Hearing Committee that the lawyer's conduct is conduct deserving of sanction. This hearing to address sanction was then convened before a single Bencher pursuant to section 60(3) of the *Legal Profession Act*.

Joint Submissions on Sanction

9. The Committee received oral submissions from counsel for the LSA and counsel for Mr. Maurice in support of a joint submission proposing a sanction by way of a reprimand and payment of the actual costs of the hearing.

10. The Committee was advised that Mr. Maurice had admitted responsibility immediately upon being contacted by the LSA, had cooperated both in preparation and signing of the Statement of Facts and Admission of Guilt and had consented to a single Bencher hearing, thus resulting in very brief hearing and estimated costs of $1,709.92.

11. Mr. Maurice has practiced in Calgary, Alberta from May 2000 to present date and is also a member of the Law Society of Saskatchewan, having been admitted to the Saskatchewan bar in September 1991.

12. Mr. Maurice has no discipline record with the LSA.

13. The Committee accepted the joint submission on sanction and confirmed that Mr. Maurice would receive a reprimand and be required to pay the actual costs of the hearing in the amount of $1,709.92, within 30 days of the date of the hearing. The Committee set the costs at that amount and signed and approved the Estimated Statement of Costs in that amount.

14. The Committee delivered the reprimand, which is attached as Appendix 2 to this Report.

Sanction Summary

15. Mr. Maurice received a reprimand.

16. Mr. Maurice was directed to pay actual hearing costs in the amount of $1,709.92, payable within 30 days from April 18, 2016.

17. No Notice shall be issued.

18. The Exhibits and this report will be available for public inspection, including the provision of copies of exhibits for a reasonable copy fee, except that identifying information in relation to persons other than Mr. Maurice will be redacted and further redactions will be made to preserve client confidentiality and solicitor-client privilege (Rule 98(3)).

Dated at the City of Calgary, in the Province of Alberta, this 1st day of June, 2016

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Sarah King-D'Souza Q.C

APPENDIX 1

IN THE MATTER OF THE LEGAL PROFESSION ACT

AND

IN THE MATTER OF A HEARING REGARDING THE CONDUCT OF RON S. MAURICE,

A MEMBER OF THE LAW SOCIETY OF ALBERTA

STATEMENT OF FACTS AND ADMISSION OF GUILT

INTRODUCTION

1. I was admitted as a member of the Law Society of Alberta on May 12, 2000.

2. My present status with the Law Society of Alberta is Active/Practicing.

3. I have practiced in Calgary, Alberta from May 12, 2000 to present. I am also a member of the Law Society of Saskatchewan and have practiced law since being admitted to the Saskatchewan Bar on September 6, 1991.

4. My practice comprises almost 100% Aboriginal law representing First Nations. Within that general rubric, about 75% of my practice relates to the assertion of claims under the Specific Claims Policy involving alleged breaches by the Government of Canada of treaty, statutory, and equitable obligations owed to First Nations. About 9% of my time is administrative law (preparation and attendance before the Specific Claims Tribunal), 5% is civil litigation before the courts, 5% is general corporate law, 3% involves drafting specialized trusts for First Nations, 2% is tax planning for First Nations, and less than 1% involves real estate conveyancing.

CITATIONS

5. On May 27, 2015, the Conduct Committee Panel referred the following conduct to hearing:

   (a) It is alleged that you failed to respond to communications from Rath & Company with reasonable promptness and such conduct is deserving of sanction.

FACTS

6. My firm, Maurice Law, and I had been advancing a claim concerning Treaty Benefits and annuities relating to NR on behalf of a group of fourteen (14) Treaty No. X. The MN was part of this group.

7. On April 24, 2012, the MN passed a Band Council resolution which resolved that Maurice Law had no authority to represent the MN with respect to any matter and that all matters relating to all breaches of Treaty No. X were to be conducted by RC. The Band Council Resolution also directed Maurice Law to forward a copy of all files to RC forthwith.

8. Rath & Company wrote to me on April 25, 2012 to advise that Rath & Company had been retained by MN to act with respect to numerous issues pertaining to breaches of Treaty No. X by Canada, including Treaty Annuities and NR related annuities issues. Rath & Company requested that I cease all work on matters pertaining to annuities and the NR claim of the MN. A copy of the Band Council Resolution was provided to me for my review.

9. A letter dated May 23, 2012 was sent to me again by Rath & Company in which they advised they had not heard from me. Rath & Company requested that I confirm in writing that I had ceased all work relating to the Treaty No. X annuities and the NR claim and to forward all files, documents and related materials to Rath & Company.

10. Mr. Rath wrote to me again on August 2, 2012 to advise that I had not responded to the earlier requests of Rath & Company. Mr. Rath requested that I contact him by August 10, 2012 to discuss the file transfer or Mr. Rath would be speaking to the Law Society with respect to the matter. I did not respond.

11. On January 3, 2013, Mr. Rath wrote to me and advised that no response had been received in response to any of the letters regarding MN. Mr. Rath again requested that I respond and to forward copies of all file materials.

12. I understand that on January 16, 2013, Mr. Rath complained to the Law Society that I had failed or refused to respond to letters requesting I cease work immediately and to forward all files and related materials.

13. On April 12, 2013, I wrote to Mr. Rath, copying MN on the letter, addressing the matter and my concerns, the content of which I still hold as my explanation of events and which is reiterated in the following paragraphs.

14. Upon receipt of the initial letter dated April 25, 2012, Maurice Law had ceased all work on behalf of MN concerning any Treaty Benefits claim, as well as in relation to the specific claim of the termination of treat annuity payments in the aftermath of NR. I did continue to work on behalf of 13 other First Nations with respect to the claim for Treaty Annuities as a group but I did not do any work on behalf MN in regard to a separate claim. I had been retained to advance a group claim on behalf of 14 First Nations, of which MN was one, with the majority of the work being on contingency basis and that there was an agreement between the First Nations to share the legal costs equally to advance a "test case" before the Specific Claims Tribunal.

15. Special considerations applied with respect to my representation of MN. Throughout the entire time that we represented the 14 First Nations, almost all of the joint meetings with MN were coordinated by a political organization that represents Saskatchewan First Nations. Further, most of the day to day communications and coordination of meetings with the First Nations was undertaken by AE, a respected Treaty X Elder from a First Nation. During the period of time I had represented MN, there were several elections and different Chiefs and Councils. To the best of my knowledge, a representative of MN did not attend all of the meetings related to the claim on behalf of the 14 First Nations and that it was not entirely clear whether there was any representative of MN that had an understanding of the claim, its procedural history or the work undertaken by Maurice Law, the costs incurred and the terms of the retainer.

16. Additionally, the situation was complicated by the fact that there was a joint retainer by 14 First Nations to share the costs of the matter equally and that the decision of one client to "opt out" had significant implications for the other First Nations. Pursuant to the retainer, if the file was transferred, this would trigger an obligation by MN to pay a proportionate share of outstanding accounts for legal fees in the amount of $11,264.84.

17. My concerns were evidenced by the fact that an earlier Band Council Resolution, from December 2010, terminating my services was later rescinded by the Chief and Council when they were informed that the claim was being asserted jointly with 13 other First Nations, that the costs were being shared and that none of the First Nations were required to pay for the services at that time because Maurice Law was prepared to proceed on a contingency basis.

18. At no time did any representative of MN express or raise any concerns with our representation of the First Nations or MN specifically in this matter. I had reason to believe that the directions terminating our services in 2010 and 2012 were initiated by Rath & Company and were motivated by the fact that our firm had been retained by the Prophet River First Nation in relation to litigation relating to the taxation of a retainer agreement which involved the payment of $20 million to Rath

& Company for legal fees and other costs. Details of this matter are reported in *Prophet River First Nation v. Rath & Co.*, 2011 CarswellAlta 1102, 2011 ABQB 408.

19. As a result of the above considerations, upon receiving the notice from Rath & Company, I felt a need to ensure that MN understood the implications of terminating the services of Maurice Law.

20. After receiving the April 25, 2012 letter from Rath & Company, I first corresponded with GL, an advisor to the MN Chief and Council, and with AE, an individual responsible for arranging communications between the 14 First Nations, to confirm whether the Chief and Council wished that I transfer the files to Rath & Company.

21. I then informed the Chief of MN of the implications and considerations outlined above in relation to transferring the file in July of 2012, along with providing an invoice showing the proportionate share of outstanding accounts.

22. I did not respond to Rath & Company's letters from April 25, May 23, or August 2, 2012 because I wanted to ensure that the Chief of MN understood the consequences of terminating their relationship and because I was informed by the Chief that the Chief wished to consider the matter and discuss it with Council.

23. However, I did not hear from the Chief and was made aware in December 2012 that the Chief ceased to hold that office in or around October 2012.

24. I did not respond to Mr. Rath's letter dated January 3, 2013 because the situation was lengthy and complicated and because it took many hours to reconstruct the events. I intended to respond but was unable to find the time to do so.

25. When I received Mr. Rath's correspondences, I saw it as an attempt by him to try and poach a client from us because they were doing work for MN on a different matter. In discussions with the Chief and Councillors and other representatives, I was given reason to believe that this was initiated by Mr. Rath not the client which seemed to support my theory. I probably should have called him or wrote but I was skeptical of his motives and frankly did not feel that there was anything to be served by that. I was not satisfied he actually had a direction from the client to act on this matter and I have seen evidence of very unreasonable positions being taken in other proceedings so I was avoiding him in the hope that the MN Chief and Council would ultimately straighten out.

26. I am advised that MN ultimately did not transfer the file to Mr. Rath.

27. I admit that I received Mr. Rath's letters of April 25, May 23, August 2, 2012, and January 3, 2013 and that I failed to respond to the letters. My first response to Mr. Rath was on April 12, 2013.

28. In all of our communications with representatives of MN both before and after Mr. Rath's complaint to the Law Society, it was clear that the Chief and Council were equivocal on whether to terminate our firm and were unaware of the history of the claim, the projected costs and potential awards, that it was proceeding collectively with 14 First Nations, and that there were financial implications to termination of our services.

29. I understand that I had a professional obligation to respond to Mr. Rath in at least some manner. I further understand that my explanation for not responding - I wanted to ensure MN understood the consequences of terminating its relationship with Maurice Law - does not excuse my failure to provide any response to Mr. Rath for approximately one year.

ADMISSION OF FACTS AND GUILT

30. I admit that I failed to respond to communications from Rath & Company with reasonable promptness and such conduct is deserving of sanction.

31. I admit as facts the statements in this Statement of Facts for the purposes of these proceedings.

32. I acknowledge that I have had the opportunity to consult legal counsel and provide this Statement of Facts and Admission of Guilt on a voluntary basis.

33. For the purposes of Section 60 of the *Legal Profession Act*, I admit my guilt to Citation 1 directed May 27, 2015.

THIS AGREED STATEMENT OF FACTS AND ADMISSION OF GUILT IS MADE THIS 24th DAY OF November, 2015.

"Ron S. Maurice"

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RON S. MAURICE

Appendix II

Reprimand

I've reviewed all the materials and I do accept the joint submissions on sanction. And from my review of the materials, I do believe that this matter is appropriately addressed by way of a reprimand and costs. I'm now going to deliver the reprimand.

I note that the actual allegation is that you failed to respond to communications from Rath & Company with reasonable promptness, and that's the actual allegation. But surrounding that are a number of facts that I wanted to comment on and talk to you about.

Looking at this from the perspective of somebody who is just reading these materials and doesn't have any emotional attachment to what was going on, I would say to you that the practice of law has a number of components. There is your substantive capacity and your knowledge of the law, and there is professionalism and compliance with the Code of Conduct and the Rules and your appreciation that this is a profession.

Then there is the business of law, which we all engage in. And what I saw here was that you lost your path a bit, and what I saw here is that this became a bit of a territorial fight over a client. That's how I perceived this.

And what I saw was that you could have rectified this within a month had you simply turned over the file, or whatever there was of a file, and I gather there wasn't much of a file, to the new counsel and indicated that you had a solicitor's lien, which was what your retainer contract provided for.

There was a process in your retainer contract for how you would disengage if the client wished. What I saw was you not being prepared to do that. I read your explanations in your Agreed Statement of Facts, but I would say to you that as much as I understand them, your clients are adults and they signed a motion or they signed a document where they clearly didn't want you as counsel anymore, and for you to look behind that or try and treat them like they don't have any ability to make that decision on their own is not appropriate.

I also saw that there was some history between you and the other firm. So my reprimand really constitutes you being mindful of the fact that this is a profession, it's not a business; that your clients, no matter who they are, if they don't want you to represent them anymore, then you have to just accept that and move on and follow your retainer agreement and get paid or don't get paid.

But this appeared to be more of a power struggle or a turf war or something of that kind, and it's not very professional and it smacked of -- quite frankly, it smacked of taking advantage of your clients and it smacked of treating your clients in a way that they shouldn't have been treated.

I'm not going to say any more, and I hope you understand where I'm coming from. I do understand the rationalizations, but it's just not appropriate. I hope in future you will just accept that if a client doesn't want you, they don't want you, and that's the end of that and move on.