

**THE LAW SOCIETY OF ALBERTA
HEARING COMMITTEE REPORT – PART 1 OF 2**

**IN THE MATTER OF THE *Legal Profession Act*,
and in the matter of a Hearing regarding the conduct of
LAURIE HNATIUK, a Member of the Law Society of Alberta**

INTRODUCTION

1. On May 15 and 16, 2013, a Hearing Committee of the Benchers convened at the Law Society of Alberta office in Calgary to conduct a hearing into the conduct of Laurie Hnatiuk (the “Member”). The Panel comprised Nancy Dilts QC, Benchers (Chair), Frederica Schutz QC, Benchers, and Dennis Edney QC, Benchers. The Law Society of Alberta (“LSA”) was represented by Tamara Friesen. The Member was present and was represented by James Lutz.

JURISDICTION AND PRELIMINARY MATTERS

2. Exhibits 1 to 4 established the jurisdiction of the Hearing Committee. The Parties had no objections to the composition of the Panel.

3. The Hearing was held in public.

CITATIONS

4. The hearing proceeded on the following Citations. Citations 1 and 13 were amended at the outset of the hearing by agreement of counsel for the Law Society and Ms. Hnatiuk and with the concurrence of the Panel. The citations below reflect these amendments. The Citations against Ms. Hnatiuk arise from six (6) separate complaints:

Complaint by N.J.	
Citation 1	Ms. Hnatiuk failed to serve her client, N.J., by failing to provide conscientious service, failing to implement her client’s instructions, and failing to respond to client communications within a reasonable time.
Complaint by H.J.	
Citation 3	The Member failed to provide conscientious service including any of the following: failing to implement her client’s proper instructions, failing to be punctual in fulfilling commitments, failing to reasonably respond to client communications, and failing to keep the Complainant informed as to the progress of the client matter.

Citation 4	The Member improperly withdrew money from the trust account without forwarding the billing to the Complainant concurrently with the withdrawal.
Complaint by L.K.	
Citation 5	The Member failed to provide conscientious service and failed to implement her client's proper instructions.
Citation 6	The Member failed to be punctual in fulfilling commitments made to the Complainant and failed to reasonably respond to client communications.
Citation 7	The Member failed to use reasonable efforts to ensure the Complainant comprehended her advice and recommendations.
Citation 8	The Member Improperly withdrew her services without reasonable notice.
Complaint by K.C.	
Citation 9	The Member failed to serve her client on a timely basis.
Citation 10	The Member failed to respond to her client on a timely basis.
Complaint by D.P.	
Citation 11	The Member failed to serve her client on a timely basis.
Citation 12	The Member failed to respond to her client on a timely basis.
Complaint by N.Z.	
Citation 13	Ms. Hnatiuk failed to serve, and failed to respond to communications from her client N.Z. on a timely basis.

SUMMARY OF RESULT

5. At the hearing, the Statement of Facts and Admission of Guilt attached as Schedule "A" to this Hearing Report was entered as Exhibit 6. The Panel conferred and concluded that the Statement of Facts and Admission of Guilt was acceptable to the Committee and that, to the extent of the admissions of guilt contained therein, the Statement of Facts and Admission of Guilt amounted to an admission of conduct deserving of sanction in accordance with Section 60 of the *Legal Profession Act* with respect to Citations 1 and 13, as amended.

6. In addition to the evidence contained in the Statement of Facts and Admission of Guilt, the following witnesses attended and gave oral evidence in the proceedings: K.C., L.K., and

D.P. In addition to hearing from each of these witnesses, Ms. Hnatiuk gave oral evidence with respect to the complaints of each K.C., L.K., D.P. and H.J., and further gave evidence generally with respect to her practice.

7. At the conclusion of the evidentiary portion of the hearing, the Panel issued its decision with respect to each Citation as follows:

Complaint by N.J.		Outcome
Citation 1	Ms. Hnatiuk failed to serve her client, N.J., by failing to provide conscientious service, failing to implement her client's instructions, and failing to respond to client communications within a reasonable time.	Admission of Guilt by Member to amended citation
Complaint by H.J.		
Citation 3	The Member failed to provide conscientious service including any of the following: failing to implement her client's proper instructions, failing to be punctual in fulfilling commitments, failing to reasonably respond to client communications, and failing to keep the Complainant informed as to the progress of the client matter.	Guilty of Conduct Deserving of Sanction
Citation 4	The Member improperly withdrew money from the trust account without forwarding the billing to the Complainant concurrently with the withdrawal.	Citation dismissed at the invitation of the LSA
Complaint by L.K.		
Citation 5	The Member failed to provide conscientious service and failed to implement her client's proper instructions.	Guilty of Conduct Deserving of Sanction
Citation 6	The Member failed to be punctual in fulfilling commitments made to the Complainant and failed to reasonably respond to client communications.	Guilty of Conduct Deserving of Sanction
Citation 7	The Member failed to use reasonable efforts to ensure the Complainant comprehended her advice and recommendations.	Citation dismissed at the invitation of the LSA

Citation 8	The Member Improperly withdrew her services without reasonable notice.	Citation dismissed at the invitation of the LSA
Complaint by K.C.		
Citation 9	The Member failed to serve her client on a timely basis.	Citations 9 and 10 combined by agreement of counsel and the Hearing Panel to form one citation of failing to serve and failing to respond to her client Guilty of Conduct Deserving of Sanction
Citation 10	The Member failed to respond to her client on a timely basis.	
Complaint by D.P.		
Citation 11	The Member failed to serve her client on a timely basis.	Citations 11 and 12 combined by agreement of counsel and the Hearing Panel to form one citation of failing to serve and failing to respond to her client Guilty of Conduct Deserving of Sanction
Citation 12	The Member failed to respond to her client on a timely basis.	
Complaint by N.Z.		
Citation 13	Ms. Hnatiuk failed to serve, and failed to respond to communications from her client N.Z. on a timely basis.	Admission of Guilty by Member to amended citation

STANDARD AND BURDEN OF PROOF

8. At the outset of the hearing, Law Society counsel provided authorities on questions of the standard of proof, resolving issues of credibility and cases on failure of a lawyer to serve his/her client. Regarding the issue of the standard and burden of proof, in its 2008 decision *FH v. McDougall*, 2008 SCC 53, the Supreme Court of Canada confirmed that the burden of proof in civil cases is one of a balance of probabilities. That standard of proof on a balance of probabilities has been confirmed by the Alberta Court of Appeal as the correct standard for professional regulatory discipline hearings: *Fitzpatrick v. Alberta College of Physical Therapists*, 2012 ABCA 207.

9. The Hearing Committee should consider and may take into account the seriousness of the allegations and potential consequences to the Member and the probability or improbability that the alleged misconduct may have occurred; however, such considerations do not alter the standard of proof: *FH v. McDougall*, 2008 SCC 53.

10. With this, the burden of proof upon Law Society counsel is to establish guilt against the Member by a fair and reasonable preponderance of credible testimony. The evidence to establish guilt must be clear, convincing and cogent: *FH v. McDougall*, 2008 SCC 53.

REVIEW OF THE EVIDENCE

11. Ms. Hnatiuk has been a practicing member of the Alberta bar since 1987. At the time of the complaints, Ms. Hnatiuk was a sole practitioner in Calgary, practicing predominantly in the areas of family and estate law. At the time of the hearing, Ms. Hnatiuk practiced as an associate with the law firm of Davis, LLP.

12. The complaints all relate to the time frame commencing 2007/2008.

13. The facts underpinning the complaint of N.J. appear at paragraphs 6 to 19 of the Statement of Facts and Admission of Guilt, Schedule A to this Hearing Report. No additional evidence was led with respect to the complaint of N.J. The admission of guilt with respect to the amended citation 1 appears at paragraph 77.

14. The facts underpinning the complaint of N.Z. appear at paragraphs 59 to 73 of the Statement of Facts and Admission of Guilt and related exhibits. No additional evidence was led with respect to the complaint of N.Z. The admission of guilt with respect to the amended citation 13 appears at paragraph 79.

Complaint of K.C.

15. The facts underpinning the complaint of K.C. appear at paragraphs 38 to 47 of the Statement of Facts and Admission of Guilt and related exhibits. In addition, K.C. attended at the hearing and gave evidence. The Panel also heard from Ms. Hnatiuk in response to the complaint of K.C.

16. K.C. was appointed the executor of a deceased friend's estate. Ms. Hnatiuk had prepared the original will and for that reason, in November 2008, Ms. K.C. retained Ms. Hnatiuk to assist her with the administration of the estate. Ms. K.C. testified that she understood that the administration of the estate would be relatively straightforward and while no firm time line was given, she expected it to conclude within a matter of 6 months or so. Ms. K.C. provided all the relevant documents to Ms. Hnatiuk in her initial meeting and provided Ms. Hnatiuk her contact information.

17. Over the next number of months, and feeling an obligation to the beneficiaries of the estate to update them on the status of probate, Ms. K.C. followed up with Ms. Hnatiuk by telephone, by email and by stopping in to her office, all in an effort to get an update with respect to the estate. Notwithstanding these efforts, Ms. Hnatiuk did not respond to provide Ms. K.C. with an update.

18. Ms. K.C. next met with Ms. Hnatiuk in February 2009 to execute documents needed for probate.

19. In the late spring of 2009, Ms. K.C. learned through her own inquiries of the Surrogate Court that the application for probate was rejected. Again, Ms. K.C. made numerous attempts

to contact Ms. Hnatiuk in an effort to advance matters but those efforts were to no avail. In Ms. Hnatiuk's response to the LSA regarding Ms. K.C.'s complaint, she acknowledged that from May 25, 2009 to November 4, 2009 the file "languished" on her desk for various reasons (**Exhibit 27**).

20. In November, 2009, Ms. K.C. appeared at Ms. Hnatiuk's office without appointment and shortly following executed documents to support the re-filing of the application for probate. Ms. K.C. attempted to follow up with Ms. Hnatiuk in December 2009 to confirm that the documents had been filed but received no response.

21. Again through her own inquiries of the Surrogate Court, Ms. K.C. learned that the probate documents had not been resubmitted in November or December 2009 as she expected. According to Ms. Hnatiuk's evidence, the documents were resubmitted February 3, 2010 and were rejected for the third time. Ms. Hnatiuk resubmitted the documents again and probate was granted in May, 2010, 18 months following Ms. K.C.'s initial retainer of Ms. Hnatiuk. It took until October 2010 for Ms. Hnatiuk to payout the estate.

22. In January 2010, Ms. K.C. filed a letter of complaint with the LSA.

23. Ms. K.C.'s evidence was that based on her conversations with Ms. Hnatiuk, Ms. K.C. expected that matters would progress without much difficulty. She also expected a level of service with respect to the administration of the estate that she did not receive. Ms. Hnatiuk did not provide her with a final accounting with respect to the estate which compelled Ms. K.C. to retain the services of an accountant to verify that the funds were handled and distributed properly. She expected but did not receive assistance in dealing with certain assets and bank accounts; her evidence was that the fact that a trailer and certain bank accounts were not handled as part of the estate came to her attention by their omission from probate and not from advice from Ms. Hnatiuk.

24. Ms. Hnatiuk's advice was that she explained to Ms. K.C. that either she or Ms. K.C. could take steps to deal with the bank accounts and trailer, but that to have her do so would cost the estate.

Complaint of L.K.

25. The facts underpinning the complaint of L.K. appear at paragraphs 30 to 37 of the Statement of Facts and Admission of Guilt and related exhibits. In addition, Mr. L.K. attended at the hearing and gave evidence. The Panel also heard from Ms. Hnatiuk in response to the complaint of L.K.

26. In September 2007, Mr. L.K. retained Ms. Hnatiuk to help him with matters arising from the breakdown of his common law marriage, including issues of access to his children and the division and sale of the matrimonial property. Mr. L.K., a member of I.W. ###, knew of Ms. Hnatiuk because her office occupied the same floor as the union office.

27. There is no dispute that Ms. Hnatiuk properly prioritized her work for Mr. L.K. to first focus on the child access and support issues. That work that spanned 2007 to 2008 required numerous appearances in court. There are no concerns of lack of service with respect to Ms. Hnatiuk's work with respect to the child access and support issues.

28. It is also not in dispute that at the conclusion of the child access and support work, Ms. Hnatiuk's account was unpaid. Mr. L.K.'s evidence was that he was clear with Ms. Hnatiuk up front that he had very little financial resources to pay her, but that he would pay all of his obligations to her out of his share of the proceeds of the sale of the matrimonial home. In addition to these assurances, Mr. L.K. paid an initial \$3,000 retainer (funds he had to borrow from a family member). Ms. Hnatiuk's evidence was that these assurances were given later in the lawyer/client relationship. According to Mr. L.K., he reiterated to Ms. Hnatiuk many times that he would sign whatever document was necessary to reflect his intention to pay his debts to Ms. Hnatiuk from the proceeds of the sale of the home.

29. Mr. L.K.'s complaint relates to Ms. Hnatiuk's representation of him regarding the division and sale of the matrimonial property. From 2008 until Mr. L.K.'s attendance at the hearing, some 5 years, Mr. L.K. made repeated requests of Ms. Hnatiuk that she take the required steps to sell the matrimonial home. Ms. L.K.'s evidence was that he phoned her repeatedly and received no response; at one point in time, he called and left messages daily for a three week period and heard nothing in response.

30. Ms. Hnatiuk's explanation for the lack of progress rests almost entirely on a need for a proper appraisal of the home. She says she explained clearly to Mr. L.K. that he required an appraisal of the home to enable her to commence proceedings. She said Mr. L.K. clearly understood that an appraisal was needed and the nature of the appraisal required. In evidence, Ms. Hnatiuk conceded that it was possible for her to have coordinated the appraisal but that she never took the initiative to do so. Her evidence was that she left the responsibility with Mr. L.K. to obtain the necessary appraisal and he said he would do it.

31. Mr. L.K. testified that he told Ms. Hnatiuk that he tried to get an appraisal but was prevented access to the house by his former spouse.

32. In April, 2009 Mr. L.K. filed a complaint with the LSA. The LSA intervened and at the request of the LSA, Mr. L.K. provided Ms. Hnatiuk with a cheque for approximately \$300 to cover the cost of commencing proceedings for the sale of the house. Ms. Hnatiuk deposited the monies in trust in August of 2009 but took no further action. Ms. Hnatiuk testified that she still holds the money in her trust account. Again, Ms. Hnatiuk maintained that no action could be initiated without an appraisal of the home, but again she took no steps to break the log jam and obtain an appraisal.

33. As at the date of the hearing, Ms. Hnatiuk had taken no steps to obtain an appraisal and had not filed any legal proceedings to support Mr. L.K.'s claim to the property. She confirmed that she had not withdrawn from his file nor had she been fired by Mr. L.K. In the intervening years, other personal property to which Mr. L.K. had a claim was sold by his former spouse and the house remained in joint tenancy, with survivorship rights to Mr. L.K.'s estranged common law spouse.

Complaint of D.P.

34. The facts underpinning the complaint of D.P. appear at paragraphs 48 to 58 of the Statement of Facts and Admission of Guilt and related exhibits. In addition, Mr. D.P. attended at the hearing and gave evidence. The Panel also heard from Ms. Hnatiuk in response to the complaint of D.P.

35. Mr. D.P. retained Ms. Hnatiuk in October of 2009 to assist him with matters relating to child support issues. In his initial meeting with Ms. Hnatiuk and most other encounters, Mr. D.P. was accompanied by his mother, E.M. According to Mr. D.P., Ms. Hnatiuk did not express any concerns to Mr. D.P. about Ms. E.M.'s presence in that initial meeting, nor did she express to him that she could only communicate with him.

36. Mr. D.P.'s evidence made clear that he relied on his mother not only for support but for assistance in keeping track of information that might be relevant to the care of his son. His evidence also made clear that at the time he retained Ms. Hnatiuk, he was very unfamiliar with the legal system and the maintenance enforcement process and that he was in need of overall guidance in that regard.

37. Mr. D.P.'s evidence was that both he and his mother made repeated attempts to contact Ms. Hnatiuk by telephone but with no response. His opportunities to speak with her occurred mostly in court, but based on his evidence, those opportunities were of the nature of general assurances rather than specific guidance. With mounting frustration, they met again with Ms. Hnatiuk in May 2010 and at that time, advised Ms. Hnatiuk that she was fired.

38. Ms. Hnatiuk's evidence regarding these matters was that she had advised Mr. D.P. that the best way to reach her was by email. She also stated that most of their conversations with Mr. D.P. were before and after court, likely within earshot of Mr. D.P.'s parents, where she would explain the proceedings and ask Mr. D.P. to confirm that he understood her advice. She acknowledged that she had received three or four phone calls from Mr. D.P.'s mother but said she did not respond to those calls because Ms. E.M. was not his client. Rather than asking Mr. D.P. to give her the authority to speak to his mother on his behalf, she just did not reply.

39. Mr. D.P. filed a complaint with the LSA in December 2010. Although there were general concerns about lack of service, the crux of his complaint relates to monies he provided Ms. Hnatiuk in February 2010 in trust. Although his understanding of the maintenance enforcement program was very limited, he believed that Ms. Hnatiuk would use the monies he provided her in trust at her request to look after his maintenance arrears. And he believed that to be the case until he was served with a Garnishee Summons in October 2009 for maintenance arrears. At that time, Mr. D.P. extinguished the arrears. Ms. Hnatiuk did not forward on the funds to Maintenance Enforcement until December 2010, more than 10 months after receiving the funds from Mr. D.P.

40. Ms. Hnatiuk's evidence regarding these funds was that she asked for the funds and he provided them to her immediately, but that she could not forward on the funds to Maintenance Enforcement because Mr. D.P. had not provided her with a maintenance enforcement number. She ultimately received that number directly from the support services worker in August, 2010. However, she did not pay the funds to Maintenance Enforcement until December 2010. Her explanation when asked why was that "it just didn't happen." She later acknowledged that she had no excuse for why the maintenance money was not sent to Maintenance Enforcement (**Exhibit 33**).

Complaint of H.J.

41. The facts underpinning the complaint of H.J. appear at paragraphs 20 to 29 of the Statement of Facts and Admission of Guilt and related exhibits. Mr. H.J. did not attend the hearing. Counsel for the LSA advised the Panel in her opening remarks that Mr. H.J.'s absence

should not be taken as disinterest in the proceedings. The Panel heard from Ms. Hnatiuk in response to the complaint of H.J.

42. Mr. H.J. retained Ms. Hnatiuk in 2007 to commence divorce proceedings and address the division of matrimonial property. Ms. Hnatiuk's evidence was that the property division was settled in May 2008 following a meeting between Mr. H.J. and his ex-spouse and their respective counsel, and that later in 2008 she submitted the necessary documents to commence divorce proceedings.

43. The divorce proceedings were not completed until July 2009 and Mr. H.J. did not receive a copy of his finalized divorce documents until spring 2010 after making repeated unanswered requests. The Statement of Facts and Admission of Guilt tracks the missteps that occurred with corrections that were needed in the divorce documents. Ms. Hnatiuk testified with additional detail as to why and what was required to rectify the various submissions that were deficient in one way or another.

44. Ms. Hnatiuk's evidence was that she left a message for Mr. H.J. shortly after the divorce was granted advising him that the divorce had been granted and asking how he would like to receive his copy of the documents. She received a call from him in January 2010 asking about the status of the divorce and again in March, 2010, but did not respond to either call. In November 2009, she issued her final account and sent that to Mr. H.J.'s last known address. However, at that time she did not send a refund of the remaining monies in trust nor the divorce documents.

45. Mr. H.J. filed a complaint with the LSA in March 2010. In April 2010, Ms. Hnatiuk received his current address and forwarded the divorce documents and the remaining monies in trust.

FINDINGS OF THE PANEL

46. The Panel was grateful for the attendance of the three witnesses: Ms. K.C., Mr. L.K. and Mr. D.P. Each of them sought Ms. Hnatiuk's assistance with legal issues that were not only quite unfamiliar to them, but that were also of significant personal importance. They clearly relied on Ms. Hnatiuk to help steer them through legal issues and were seeking clear and capable advice and attentive service.

47. Each of Ms. K.C., Mr. L.K. and Mr. D.P. gave honest, unexaggerated accounts of their experiences with Ms. Hnatiuk. The Panel found that with respect to each Ms. K.C., Mr. L.K. and Mr. D. P, they were reasonable in their expectations of Ms. Hnatiuk as their counsel. None of them placed unreasonable demands on Ms. Hnatiuk with respect to communication or timing for action. They were all respectful of her expertise and genuinely reliant on Ms. Hnatiuk to give them capable and timely service. They all trusted that Ms. Hnatiuk would serve their interests.

48. It should be noted that with respect to certain matters, there is no dispute that Ms. Hnatiuk met the standard of delivering timely and effective legal services. Ms. Hnatiuk's representation of Mr. L.K. in various proceedings with respect to the child custody issues, her representation of Mr. H.J. on the matrimonial property division, and her assistance to Mr. D.P. at early proceedings regarding child support are not in question. With respect to those matters, her clients were informed as to the proceedings and were satisfied with her representation of them. However, with respect to the balance of the matters complained of, Ms. Hnatiuk's conduct fell well below that expected of a member of the Law Society of Alberta.

49. Ms. Hnatiuk's communication with each of her clients was grossly inadequate. The review of the evidence above confirms that Ms. Hnatiuk failed to respond to telephone calls, emails and in person attempts to reach her. She failed to keep her clients informed as to the status of their matters and left them completely unattended. Ms. K.C., for example, had to inquire directly of the court to find out the status of probate. In doing so, Ms. K.C. was unnecessarily inconvenienced, but more importantly, she was left without clear and timely advice from her counsel. Mr. L.K. at the hearing was hopeful but uncertain whether Ms. Hnatiuk was in fact still his lawyer. Mr. D.P. provided funds to Ms. Hnatiuk believing she would protect his interests with respect to Maintenance Enforcement and yet she did not for approximately 9 months. There were serious consequences that could have followed from Ms. Hnatiuk's inattention to Mr. D.P.'s and Mr. L.K.'s interests. That she would not protect her client or former client from potentially dire consequences when she had been retained to do so is conduct far below that expected of a member of the profession.

50. Ms. Hnatiuk's response to the LSA in the N.J. matter at Exhibit 10 is telling. She writes that "I would have messages from [Ms. N.J.] but did not return them as the work had not been performed on the file. It was always my intention to finish the work and return the telephone calls but it did not happen." (emphasis added). This pattern of avoidance is evident in each of the complaints: Ms. Hnatiuk failed to report to her clients or to return inquiries because she had not advanced or completed the work for which she was hired.

51. Other patterns of conduct are also of concern to the Panel and warrant comment. Ms. Hnatiuk displayed a certain disregard with respect to her obligations to her clients and a clear lack of accountability for creating solutions to their issues. There are no more telling examples of this failure to take accountability than Ms. Hnatiuk's inaction with respect to the sale of the matrimonial home for Mr. L.K. She knew, and her client knew, that an appraisal was needed to be able to sell the home. Mr. L.K. appeared incapable of obtaining one. Instead of intervening and taking action to aid her client, Ms. Hnatiuk did nothing and continues to do nothing to assist Mr. L.K. with the sale of his matrimonial home. She justifies her inaction by both Mr. L.K.'s inability to produce an appraisal of the property and because her account remains outstanding, leaving an impasse that she has the ability but apparently not the inclination to break. She took no steps to obtain an appraisal of the property herself or to place before Mr. L.K. an assignment of proceeds from which to satisfy her fees. In Exhibit 25, in discussing the assignment of proceeds from which to satisfy her fees, Ms. Hnatiuk writes "I informed [Mr. L.K.] that this could be arranged but he did not take any steps to do so." Mr. L.K. in his evidence was clear that he did not know what was required of him to create such a document.

52. This same lack of accountability is evident in Ms. Hnatiuk's lack of communication with Ms. K.C., which she rationalized because Ms. K.C.'s home email system bounced the messages, notwithstanding that Ms. K.C. had provided her work email and telephone contact numbers; and her unwillingness to confirm with Mr. D.P. his permission to contact his mother to relay information again favouring no communication over breaking an impasse. It is disconcerting to the Panel that in the L.K. matter, the LSA intervened and directed twice that Ms. Hnatiuk communicate with her client. Even with that, however, Ms. Hnatiuk excuses her failure to contact Mr. L.K. the second time, excusing her non-compliance with the directions and expectations of her governing body.

53. The Panel acknowledges that both at the hearing and in her responses to the LSA, Ms. Hnatiuk admitted some of her mistakes. However, Ms. Hnatiuk did not indicate any particular learnings, nor did she indicate what changes she made or would make to prevent issues from

arising again. The Panel takes some comfort knowing that Ms. Hnatiuk now practices in a reputable firm with senior practitioners and the backbone of support that is available in a law firm rather than as a sole practitioner.

54. Based on the totality of the evidence, including the Statement of Facts and Admission of Guilt, this Panel concludes that Ms. Hnatiuk is guilty of those Citations as noted in paragraph 7 above.

ADJOURNMENT OF SANCTIONING PHASE

55. This hearing will reconvene to consider sanction and all remaining collateral matters.

Dated at Calgary, Alberta this 23rd day of July, 2013.

Nancy Dilts, QC, Chair

Frederica Schutz, QC

Dennis Edney, QC

Schedule "A" to the Hearing Report

IN THE MATTER OF THE LEGAL PROFESSION ACT

**IN THE MATTER OF A HEARING REGARDING
THE CONDUCT OF LAURIE HNATIUK
A MEMBER OF THE LAW SOCIETY OF ALBERTA**

STATEMENT OF FACTS AND ADMISSION OF GUILT

INTRODUCTION

1. Laurie Hnatiuk was admitted to the Bar on June 12, 1987, and practises law in Calgary, Alberta with Davis, LLP. At the time of the events outlined below, she was operating as a sole practitioner.
2. Ms. Hnatiuk's primary area of practice is family and estate law.
3. Ms. Hnatiuk's present status is Active/Practising.

CITATIONS

4. On **December 7, 2010** the following citations were directed by the Conduct Committee Panel arising from three separate complaints:

Complaint by N.J.:

1. The Member failed to provide conscientious service and failed to implement her client's proper instructions.
2. The Member failed to be punctual in fulfilling commitments made to the Complainant and failed to reasonably respond to client communications.

Complaint by H.J.:

3. The Member failed to provide conscientious service including any of the following: failing to implement her client's proper instructions, failing to be punctual in fulfilling commitments, failing to reasonably respond to client communications, and failing to keep the Complainant informed as to the progress of the client matter.
4. The Member improperly withdrew money from the trust account without forwarding the billing to the Complainant concurrently with the withdrawal.

Complaint by L.K.:

5. The Member failed to provide conscientious service and failed to implement her client's proper instructions.
6. The Member failed to be punctual in fulfilling commitments made to the Complainant and failed to reasonably respond to client communications.

7. The Member failed to use reasonable efforts to ensure the Complainant comprehended her advice and recommendations.
 8. The Member improperly withdrew her services without reasonable notice.
5. On **July 10, 2012**, the following additional citations were directed to hearing by the Conduct Panel Committee, again, arising from three separate complaints:

Complaint by K.C.:

9. The Member failed to serve her client on a timely basis.
10. The Member failed to respond to her client on a timely basis.

Complaint by D.P.:

11. The Member failed to serve her client on a timely basis.
12. The Member failed to respond to her client on a timely basis.

Complaint by N.Z.:

13. The Member failed to serve her client on a timely basis.
14. The Member failed [sic] respond to her client on a timely basis.

FACTS

Complaint by N.J.:

6. The first two citations pertain to a written complaint made by Ms. N.J., a client of Laurie Hnatiuk. The complaint was received by the Law Society of Alberta on September 2, 2009 (**Exhibit 7**).

7. Ms. N.J. retained Ms. Hnatiuk on September 25, 2008 in relation to the adoption of her child by her present spouse. She provided Ms. Hnatiuk with contact information about the child's father and a statement from her present spouse.

8. Ms. N.J. contacted Ms. Hnatiuk in January or February 2009, and was informed that her documents would be completed within a few weeks. She did not hear further from Ms. Hnatiuk. She then made repeated telephone inquiries to Ms. Hnatiuk about the status of her matter and left voicemail messages. Ms. Hnatiuk did not respond to those communications. Ms. N.J. indicated in her complaint letter that she wanted the adoption completed or her deposit and documents returned.

9. After discussions with a Complaints Resolution Officer ("CRO") Ms. N.J. sent a letter, dated September 15, 2009, to Ms. Hnatiuk (**Exhibit 8**). The letter set out Ms. N.J.'s concerns about not receiving any response to her messages. She requested that Ms. Hnatiuk inform her about the status of the adoption proceedings no later than September 25, 2009.

10. On October 1, 2009, Ms. N.J. informed the Law Society that Ms. Hnatiuk had not responded to her letter.
11. After being contacted by the CRO on October 8, 2009, Ms. Hnatiuk acknowledged she should have called Ms. N.J. and admitted she had no excuse for her failure to do so. She informed the CRO that she was willing to contact Ms. N.J. to resolve the client concerns and resume the relationship.
12. Following further unsuccessful attempts by the CRO to facilitate communication, Ms. Hnatiuk was asked to provide the Law Society with a written response to the complaint.
13. In her December 28, 2009 response, Ms. Hnatiuk stated that she had problems replacing a former assistant after being retained by Ms. N.J. (**Exhibit 9**). She admitted there was “no excuse for not having dealt with the file in an expeditious manner”. Ms. Hnatiuk offered to return Ms. N.J.’s retainer deposit and documents, as well as to pay for the cost of a new police check to support the adoption.
14. In a letter dated January 14, 2010, Ms. Hnatiuk stated she had not returned Ms. N.J.’s messages because the work had not been performed (**Exhibit 10**). At the Law Society’s request, she attempted to call Ms. N.J. on October 23, 2009 but got her voice mail. Ms. Hnatiuk suggested that because of being ill with Laryngitis, then participating in a two-day seminar, followed by a heavy court schedule she was unable to contact Ms. N.J. Ms. Hnatiuk noted that, after receipt of the written complaint, she did not believe it was appropriate for her to call Ms. N.J.
15. Ms. Hnatiuk stated she had issued a refund cheque to Ms. N.J. for the full amount of the retainer deposit, returned the client documents and provided funds to cover the cost of a new police check which were available at her office for Ms. N.J. to pick up.
16. The complaint was referred to the formal complaints process and a letter was sent to Ms. Hnatiuk on February 4, 2010, requesting her response pursuant to Section 53 of the *Legal Profession Act* (**Exhibit 11**).
17. After a follow-up letter by the Law Society, Ms. Hnatiuk responded by letter, dated March 2, 2010 (**Exhibit 12**). She apologized for not responding within the required time period due to her oversight. Ms. Hnatiuk indicated she had no further response to her earlier correspondence other than to update the information about return of Ms. N.J.’s funds and documents. Ms. Hnatiuk noted that she had mailed the cheques and documents at Ms. N.J.’s request. The envelope was returned to her office on February 25, 2010 and was resent February 26, 2010.
18. It was Ms. Hnatiuk’s belief that the matter had been resolved to Ms. N.J.’s satisfaction by delivery of the documents and money. She stated that she saw no further reason for continuation of the complaint. On March 4, 2010, Ms. Hnatiuk informed the Law Society that the package was successfully delivered March 2, 2010 (**Exhibit 13**). A copy of Ms. Hnatiuk’s March 2 and March 4, 2010 correspondence was sent to Ms. N.J. No reply was received.
19. Ms. Hnatiuk now admits that the conduct outlined above with respect to the complainant, N.J., amounts to conduct deserving of sanction.

Complaint by H.J.:

20. Mr. H.J. hired Ms. Hnatiuk in 2007 to help him file a Statement of Claim and finalize property settlement. His divorce Judgement was not finalized until July 2009.
21. Mr. H.J. filed a formal complaint with the LSA which was received on March 9, 2010 in which he requested a final copy of his divorce documents and a refund of any money left in the trust account (**Exhibit 14**).
22. Ms. Hnatiuk replied to his complaint in a letter dated April 16, 2010. She indicated that she had been hired to deal with two matters: one was a separation agreement and the other was the divorce itself (**Exhibit 15**).
23. She provided the following details regarding Mr. H.J.'s matters:
- i) Mr. H.J. separated from his wife in May of 2007.
 - ii) A Statement of Claim for the divorce was filed in October 2007, and served on Ms. J.
 - iii) An agreement was reached in May 2008 regarding finalization of various issues.
 - iv) As a result of that agreement being signed, Mr. H.J. received a settlement for matrimonial property.
 - v) Ms. Hnatiuk billed him \$2,343.50 in July 2008 for the work done on the separation agreements, and preparation, filing, service etc. of the divorce documents.
 - vi) Ms. Hnatiuk held back \$3000.00 from the settlement funds to cover the fees for the remainder of the divorce proceedings.
 - vii) Ms. Hnatiuk then proceeded to finalize the divorce. The divorce package was submitted in October 2008 and correspondence was exchanged between counsel in order to obtain consent. The divorce documents were rejected in January 2009 for various reasons.
 - viii) Resubmission of the package was delayed due to various issues in her office.
 - ix) In May, 2009, opposing counsel agreed to put the matter on the Monday afternoon divorce list for hearing. She had Mr. H.J. swear a supplemental affidavit to address various issues.
 - x) When Mr. H.J. met with Ms. Hnatiuk to sign the affidavit he stated Ms. Hnatiuk's former secretary had told him he would get almost all the retained funds back. He asked if he would be receiving any more money.
 - xi) Opposing counsel provided the necessary filing documents to her on July 3, 2009, which was the date they needed to be filed in order to make it onto the list on the agreed upon date of July 13, 2009.

xii) The Clerk of the Court refused filing due to previous rejection, and the documents could not be filed that day. Ms. Hnatiuk had to resubmit the documents for filing through the clerk's office.

xiii) On July 29, 2009, Ms. Hnatiuk found out that the package had been rejected due to undertaking not to appeal being filed for prior application.

xiv) On July 27, 2009 she attended before Justice Stevens and dealt with the outstanding issues directly. The Divorce Judgment was granted that date, as was the Certificate of Divorce (**Exhibit 16, Tab 4**),

xv) Ms. Hnatiuk obtained 2 Divorce Certificates and informed [Mr. J] he was divorced. She asked Mr. H.J. if he wanted to pick up his Certificate or have it mailed to him. She forwarded Ms. J's copies of the documents to opposing counsel.

24. Ms. Hnatiuk indicated in her letter of April 16, 2010 that she had received a few calls from Mr. H.J. regarding the divorce, and repayment of any money he had left in trust (**Exhibit 15**). She indicated that she did not know he had moved, and that he had not provided her with his new address. She further indicated that she would provide the requested documents and repayment of funds to Mr. H.J. and would have done so earlier if Mr. H.J. had given her the information she needed to do so.

25. Ms. Hnatiuk provided copies of the divorce documents to Mr. H.J. shortly thereafter, and on April 24, 2010, paid him the remaining trust funds in the amount of \$461.30. (**Exhibit 16, Tab 1**).

26. On September 13, 2010, Ms. Hnatiuk forwarded the LSA a copy of the correspondence on Mr. H.J.'s file (**Exhibit 16**). Among other documents, the file contained copies of three letters to Mr. H.J., dated August 14, 2007 (retainer agreement); April 7, 2008 (set-up settlement negotiation meeting); and May 15, 2008 (draft Agreement) (**Exhibit 16, Tab 2**).

27. The material forwarded to the LSA included copies of a Statements of Account rendered July 17, 2008 (signed by Hnatiuk) and November 2, 2009 (unsigned) (**Exhibit 16, Tab 3**). It did not contain any reporting letters or other correspondence to Mr. H.J.

28. On November 12, 2010, Ms. Hnatiuk sent a follow-up letter to the LSA in which she stated Mr. H.J. had inquired in August, 2009 about the status of the divorce (**Exhibit 17**). She indicated she had replied to that inquiry by leaving a voice message telling him the divorce was finalized and asking whether he wanted to pick up the papers, or have them mailed to him. She did not hear from him again until January 29, 2010 when he called to request a final copy of the divorce. In March, he called again to ask if the divorce was ready and whether there were any monies remaining in trust.

29. Ms. Hnatiuk acknowledged in her letter of November 12, 2010 that she did nothing to follow up on Mr. H.J.'s matter apart from the message left for him in August, 2009 (**Exhibit 17**). She explained that he "did not seem in a hurry to get his documents and I let it sit to attend to more pressing matters. I do not have any excuse for not returning the telephone call in January other than things were busy and the call got lost in the shuffle." With respect to the March phone call, she indicated she was preparing for a trial when she received the call and did not have a chance to reply to it before Mr. H.J. filed his complaint on March 9, 2010.

Complaint by L.K.

30. Mr. L.K. hired Ms. Hnatiuk in September 2007 to assist him with the sale of his house and van, and with sorting out child access issues. Ms. Hnatiuk gave priority to the child access issues as per the instructions from her client.

31. In February of 2009, Mr. L.K. contacted the Law Society about the problems he was having with Ms. Hnatiuk. He alleged she was not responding to his phone calls and had not acted on his instructions to sell property. Mr. L.K. filed a formal written complaint on April 22, 2009 (**Exhibit 18**). Included in that complaint was a copy of a letter he had sent to Ms. Hnatiuk dated February 13, 2009 requesting an update on the status of his house sale and inquiring as to whether or not she was still representing him (**Exhibit 19**). In that letter, Mr. L.K. indicated that he had agreed to sign a waiver that he would pay her out of the house sale proceeds, but that she had not yet provided such a waiver to him.

32. On June 4, 2009 Mr. L.K. copied the LSA on a letter he had sent to Ms. Hnatiuk on May 20, 2009 again asking for confirmation that she was still acting for him, and seeking information on the sale of his house (**Exhibit 20**). He repeated his offer to pay his outstanding bill from the sale of the property, and again requested that she prepare the necessary documents to facilitate that agreement.

33. On November 23, 2009, Mr. L.K. wrote to the LSA and noted that Ms. Hnatiuk had received a cheque which she deposited into trust on his behalf on August 12, 2009, but that she had still failed to reply to him about the sale of his house (**Exhibit 21**).

34. Ms. Hnatiuk replied to the complaint by letter dated December 28, 2009. She indicated that with respect to the sale of the house and van, she had told Mr. L.K. there was little she could [sic] to sell the van without agreement from his common law wife but that she could make an application with respect to partition and sale of the home. She had also informed him she would need to know the value of the home in order to sell it, and advised him on ways to obtain such a valuation. Mr. L.K. had not provided her with any valuation information other than his personal opinion, which is insufficient to support a court application. She had told Mr. L.K. in person and over the phone that he needed to provide her with the required valuation information and that she could not proceed without it (**Exhibit 22**).

35. In a letter to the LSA dated January 14, 2010, Ms. Hnatiuk indicated that Mr. L.K.'s account with respect to the child access issues remained outstanding, and she took the position that she "was not going to put further unpaid time into this file" (**Exhibit 23**). She further indicated that while she was aware that in October, 2009, the LSA had requested that she contact Mr. L.K., she had not yet done so for a variety of reasons.

36. Upon request for a further written response to Mr. L.K.'s complaint, Ms. Hnatiuk indicated in a letter dated March 2, 2010 that she was adopting her earlier responses (**Exhibit 24**).

37. In her final letter to the LSA with respect to this matter, dated September 6, 2010, Ms. Hnatiuk summarized the work she had done with respect to Mr. L.K.'s child access matters, including vacating restraining orders brought by Mr. K's common law partner (**Exhibit 25**). With respect to the sale of property application, she again indicated that she had not moved forward with the application because he had not provided her with the information she needed to do so. She indicated she had received \$300 as an additional retainer in August of 2009 and that \$300

would have been sufficient amount to cover the cost of filing and service of the sale and partition documents. She noted that Mr. L.K. still owed her money for the work she did on the child access matters and that she still held \$300 in trust for him. She further indicated that while Mr. L.K. had told her he would arrange for her to be paid out of the house sale proceeds, he had not done so.

Complaint by K.C.

38. Ms. K.C. retained Ms. Hnatiuk on October 18, 2008 to administer the estate of Ms. K.C.'s friend. In November of 2008 she provided Ms. Hnatiuk with the original will, which had been prepared by Ms. Hnatiuk, as well as other relevant documentation (**Exhibit 26**).

39. Mr. K.C. requested updates from Ms. Hnatiuk, but Ms. Hnatiuk did not return her calls. Ms. K.C. was unable to provide updates to the beneficiaries as a result of her inability to contact Ms. Hnatiuk.

40. Ms. Hnatiuk says she did send e-mails to Ms. K.C. but they were returned to her as unsuccessful.

41. In February, 2009, Ms. Hnatiuk asked Ms. K.C. to attend at her office to execute the required documents. At that time, Ms. Hnatiuk apologized for the delay, citing personal health issues.

42. The application for probate was rejected on May 25, 2009. Ms. K.C. found out it had been rejected after contacting the Clerk of the Court. She then made numerous attempts at contacting Ms. Hnatiuk. In November, 2009, Ms. K.C. appeared at Ms. Hnatiuk's office without an appointment and was able to meet with her. The next day, she returned to Ms. Hnatiuk's office and executed further documents relating to a renewed application. Ms. Hnatiuk promised to submit the application the next day.

43. On December 28, 2009, Ms. K.C. attempted to call Ms. Hnatiuk to receive an update. Ms. Hnatiuk did not return her call. Ms. Hnatiuk states that the reason she did not return the call was because the office was closed for the Christmas holidays. On December 29, 2009, Ms. K.C. called the Clerk of the Court and was advised that the application had not been submitted. On January 10, 2010 Ms. K.C. again called the Clerk, and was again advised that the application had not been submitted.

44. On January 12, 2010, Ms. K.C. submitted a letter of complaint to the Law Society (**Exhibit 26**).

45. Ms. Hnatiuk replied to the LSA on November 24, 2010, and indicated that the initial application had been delayed first, due to health issues, and then further delayed because she needed further information (**Exhibit 27**). She said the application had been rejected on May 25, 2009, and thereafter "languished" on her desk for various reasons. She re-filed the application on February 3, 2010, and it was again rejected. She required further documentation in order to re-file and did not obtain it until April 14, 2010. She then resubmitted the documents and Probate was granted on May 5, 2010.

46. Ms. Hnatiuk indicated that the matter had been finalized and the file closed, and she believed that the issues had therefore been resolved.

47. Ms. K.C. was provided with a copy of Ms. Hnatiuk's letter of November 24, 2010 and provided no further response to the LSA.

Complaint by D.P.

48. Mr. D.P. hired Ms. Hnatiuk in October of 2009 to assist him with matters arising from a child support order. Between October 14, 2009 and June 10, 2010, Ms. Hnatiuk had four consultations with Mr. D.P., and two court appearances. She spoke to Mr. D.P. prior to and following those appearances.

49. On February 24, 2010, Mr. D.P. provided Ms. Hnatiuk with \$600.00 which was to be paid towards maintenance arrears, as directed by a Dispute Resolution Officer, monthly payments were to have commenced on January 15, 2010.

50. Ms. Hnatiuk states that she attempted to get Mr. D.P. to advise her of his Maintenance Enforcement Programme (MEP) number so she could pay the money owing to MEP. On August 31, 2010, Ms. Hnatiuk contacted an income support worker and obtained Mr. D.P.'s MEP number and details as to where to pay the \$600.00.

51. On December 16, 2010, Mr. D.P. filed a complaint with the Law Society alleging that Ms. Hnatiuk had failed to provide him with documents explaining his legal costs, failed to return his calls, and failed to forward to MEP the sum of \$600 which she held in trust (**Exhibit 28**). As a result of late payment, Mr. D.P. had to pay arrears, including the \$600 that Ms. Hnatiuk had not paid to the MEP.

52. In her response letter received January 31, 2011, Ms. Hnatiuk explained her view of what happened at her first meeting with Mr. D.P., including their discussions as to fees and billing (**Exhibit 29**). She could not locate her standard retainer letter on Mr. D.P.'s file, but stated that Mr. D.P. gave no indication at the meeting that he did not understand the cost or "what was involved" with respect to the matter.

53. Ms. Hnatiuk further stated that at her last meeting with Mr. D.P., Mr. D.P.'s mother had attended and had asked that Mr. D.P. receive a refund of some kind. At that meeting, Mr. D.P. dismissed Ms. Hnatiuk as his counsel. Ms. Hnatiuk further indicated that it was Mr. D.P.'s mother who had contacted her on [sic] regular basis about the file, and that she did not return her calls because D.P.'s mother was not the client. She did not receive any phone calls directly from Mr. D.P.

54. Also in her letter of January 31, 2011, Ms. Hnatiuk stated that she had finally paid the maintenance amount to MEP on December 16, 2010.

55. In a letter dated March 8, 2011, the LSA requested a written response from Ms. Hnatiuk (**Exhibit 30**). In her reply dated March 25, 2011, Ms. Hnatiuk adopted her response of January 31, 2011 (**Exhibit 31**). She also indicated that she had presented Mr. D.P. with the remainder of his retainer in December of 2010 and that he had cashed that cheque on January 17, 2011.

56. On August 16, 2011, the LSA requested that Ms. Hnatiuk provide copies of correspondence relating to Mr. D.P.'s file, including correspondence relating to fee arrangements, accounts, reporting and termination of services, as well as a copy of the Statement of Account (**Exhibit 32**).

57. Ms. Hnatiuk replied on September 23, 2011 enclosing a copy of her file notes and information (**Exhibit 33**). She noted there was nothing in writing in her file confirming termination of services, as termination had been at his request. She indicated that she could not provide written confirmation of her requests to Mr. D.P. for his MEP number. She provided no excuse for not forwarding the funds to MEP earlier on than that Mr. D.P.'s matter "fell through the cracks."

58. On November 7, 2011, the LSA received a letter of thanks from Mr. D.P (**Exhibit 34**).

Complaint by N.Z.

59. Ms. N.Z. hired Ms. Hnatiuk to finalize the administration of Ms. N.Z.'s late husband's estate. In order to facilitate the process, Ms. N.Z. submitted the will and required documentation to Ms. Hnatiuk on May 29, 2006.

60. On February 11, 2011, the Law Society received a letter from Ms. N.Z. enclosing a copy of [sic] letter she had recently sent to Ms. Hnatiuk (**Exhibit 35**). In both letters, Ms. N.Z. indicated that it had been 4 ½ years since the required documents had been sent to Ms. Hnatiuk and yet the estate and still not been finalized.

61. On February 24, 2011, Ms. N.Z. filed a formal complaint with the Law Society, enclosing copies of documents and correspondence detailing her dealings with Ms. Hnatiuk since 2006 (**Exhibit 36, Tabs 2-6**). She included a list of phone calls, and copies of letters that Ms. Hnatiuk had not responded to (**Exhibit 36, Tab 1**). She also included copies of draft estate closure documents that contained errors (**Exhibit 36, Tab 7**).

62. Ms. Hnatiuk sent a response letter to the Law Society dated March 25, 2011. She indicated she had prepared the necessary documents but they had been rejected at Surrogate Court, although not for the reasons apparent in the draft documents Ms. N.Z. had sent to the LSA (**Exhibit 37**). She acknowledged the matter had taken longer than anticipated, but that she only required two more signatures to finalize the matter. She indicated that she had contacted Ms. N.Z. to set up an appointment to obtain the signatures but Ms. N.Z. did not want to attend.

63. On May 2, 2011, the LSA sent Ms. Hnatiuk a request for a written response to Ms. N.Z.'s complaint. (**Exhibit 38**)

64. On May 18, 2011, Ms. Hnatiuk adopted her previous response of March 25, 2011, adding that Ms. N.Z. had attended her office on April 11, 2011 to sign the outstanding required documents (**Exhibit 39**). She told Ms. N.Z. at that time that it should take 8 – 10 weeks to receive the Grant of Probate.

65. On July 21, 2011 Ms. N.Z. confirmed that Ms. Hnatiuk had not yet contacted her regarding the Grant of Probate, and that the 8 – 10 week time estimate had passed (**Exhibit 40**).

66. On August 15, 2011, Ms. Hnatiuk responded to the LSA indicating that the documents were "currently at the courthouse" (**Exhibit 41**).

67. On August 29, 2011 Ms. Hnatiuk send [sic] a follow-up letter to the LSA indicating that the application had once again been rejected by Surrogate Court. She further indicated that she had made the necessary corrections and refiled (**Exhibit 42**).

68. On October 12, 2011, Ms. Hnatiuk responded to further inquiries from the LSA sent September 23, and October 12, 2011, and indicated that there had been further issues with the documents (**Exhibit 43**). Ms. N.Z.'s daughter was required to sign an Affidavit which Ms. Hnatiuk had received back from her in early October. Ms. Hnatiuk indicated that she has going to send the documents to Surrogate Court the next day (October 13, 2011).

69. On November 7, 2011, Ms. K. Whitburn, Manager of Complaints at the LSA, wrote to Ms. Hnatiuk to ask for a copy of correspondence Ms. Hnatiuk had said she would send a letter to Ms. N.Z. explaining what had happened with the estate application (**Exhibit 44**).

70. On November 21, 2011, Ms. Hnatiuk wrote to Ms. Whitburn, indicating that the application had once again been rejected. She indicated the documents had been redrafted and sent to Medicine Hat to be signed by Ms. N.Z.'s daughter, joint executor (**Exhibit 45**).

71. Probate for the Z estate was received on December 21, 2011, and copies of documents and instructions given to Ms. N.Z. accordingly (**Exhibit 46**).

72. On January 4, 2012, Ms. N.Z. wrote to Ms. Whitburn to thank her for her assistance, and to indicate that the probate was now complete (**Exhibit 47**).

73. Ms. Hnatiuk admits that the conduct outlined above with respect to the complainant, N.Z., amounts to conduct deserving of sanction.

ADMISSIONS OF FACTS AND GUILT

74. Ms. Hnatiuk admits as fact the information contained within this "Agreed Statement of Facts" for the purposes of these proceedings. With respect to Citations 3 to 12, inclusive, she does not, however, admit that the conduct described above amounts to conduct deserving of sanction.

75. For the purposes of Section 60 of the *Legal Profession Act*, Ms. Hnatiuk admits her guilt to citations 1 and 13 as per the following proposal. She further admits that the conduct in question with respect to those Citations amounts to conduct deserving of sanction.

76. Citations 1 and 2, regarding Ms. N.J.'s complaint, present read as follows:

1. The Member failed to provide conscientious service and failed to implement her client's proper instructions.
2. The Member failed to be punctual in fulfilling commitments made to the Complainant and failed to reasonably respond to client communications.

77. Provided that the Committee agrees to this amendment, Ms. Hnatiuk will admit guilt to the following combined citation and that the conduct in issue is conduct deserving of sanction:

1. *Ms. Hnatiuk failed to serve her client, N.J., by failing to provide conscientious service, failing to implement her client's instructions, and failing to respond to client communications within a reasonable time.*

78. Citations 13 and 14, regarding Ms. N.Z.'s complaint presently read as follows:

13. The Member failed to serve her client on a timely basis.

14. The Member failed [sic] respond to her client on a timely basis.

79. Provided that the Committee agrees to this amendment, Ms. Hnatiuk will admit guilt to the following combined citation, and that the conduct in issue is conduct deserving of sanction:

13. *Ms. Hnatiuk failed to serve, and failed to respond to communications from her client N.Z. on a timely basis.*

ALL OF WHICH IS ADMITTED THIS 15TH DAY OF MAY, 2013.

signed "Laurie Hnatiuk"

LAURIE HNATIUK