THE LAW SOCIETY OF ALBERTA

IN THE MATTER OF THE *Legal Profession Act,* and
in the matter of
A Hearing Regarding the Conduct of

TERESINA BONTORIN
a Member of the Law Society of Alberta

Panel:

S. J. King-D'Souza, QC – Chair
D. Edney, QC – Bencher
M. Carey, PhD – Lay Bencher

Counsel Appearances:

S. L. Hunka – For the Law Society of Alberta (LSA)
J. D. Steele, Esq. – For the Member
T. M. Bontorin – The Member

Hearing Date: June 10, 2014
Hearing Location: 500, 919 11th Avenue SW, Calgary, AB

REPORT OF THE COMMITTEE

I. INTRODUCTION

1. On June 10, 2014 a Hearing Committee (the "Committee") of the Law Society of Alberta ("LSA") convened at the LSA office in Calgary, Alberta to inquire into the conduct of Teresina Bontorin (the "Member"), a member of the Law Society of Alberta.

2. The Committee was comprised of S. J. King-D'Souza, QC – Chair, D. Edney, QC – Bencher, and M. Carey, PhD – Lay Bencher.

3. The Law Society of Alberta was represented by Shannon Hunka. The Member was in attendance throughout the Hearing and was represented by David Steele.

4. Also present for part of the day were two members of the public.

II. JURISDICTION, PRELIMINARY MATTER AND EXHIBITS

5. The Chair introduced the Committee and asked Counsel for the Member and Counsel for the LSA whether there was any objection to the constitution of the Committee. There being no objection, the Hearing proceeded.

6. Exhibit 1 – 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 established the jurisdiction of the Committee.

7. The Certificate of Exercise of Discretion pursuant to Rule 96(2)(a) and Rule 96(2)(b) of the Rules of the LSA (Rules) was entered as Exhibit 5. Counsel for the LSA advised that she had received no requests for a private hearing. The hearing was held in public.

8. Counsel for the LSA advised that she and Counsel for the Member had agreed to a number of facts, an admission of guilt, and treatment of some of the citations. The Agreed Statement of Facts and Admission of Guilt was entered as Exhibit 6. Exhibit 7 was entered containing 8 Tabs Counsel advised were a distillation of relevant documents for review of the Hearing Committee.

III. CITATIONS

9. At the commencement of the Hearing the Member faced 3 citations as follows:

    1. IT IS ALLEGED THAT you failed to conscientiously serve your client, a banking institution, and such conduct is deserving of sanction;

    2. IT IS ALLEGED THAT you misled, or did allow another person to mislead, a banking institution and such conduct is deserving of sanction; and

    3. IT IS ALLEGED THAT you failed to be candid with the Law Society and such conduct is deserving of sanction.

10. Counsel for the LSA advised the Hearing Committee there was a lack of evidence in respect to Citation 3 and it would be appropriate to discontinue that citation.

11. Counsel for the LSA advised the Hearing Committee Citation 1 was admitted to by the Member and the facts in the Agreed Statement of Facts largely dealt with that citation.

12. With respect to Citation 2, Counsel for the LSA indicated she was seeking an amendment to that citation. Counsel advised the Agreed Statement of Facts came together at the very last minute on the day before the hearing, late in the day.

13. The proposed revision to Citation 2 was as follows:

    2. IT IS ALLEGED THAT the Member failed to attend to a purchase of real property in the manner of a careful and prudent solicitor.

14. The Hearing Committee adjourned to review the Agreed Statement of Facts and supporting materials, which they had not received in advance of the hearing.

15. The Hearing Committee questioned Counsel on the proposed revisions to Citation 2, which did not appear to be entirely reflective of the circumstances set out in the Agreed

Statement of Facts as the Member had not been practicing as a solicitor in relation to Citation 2 but had been operating in a personal capacity as the purchaser of a property.

16. After some further revisions the amended citation ultimately proposed by Counsel was as follows:

    2. IT IS ALLEGED THAT the Member failed to attend to a purchase of real property for herself in the manner expected of a lawyer experienced in real estate transactions and such conduct is deserving of sanction.

17. The Hearing Committee, after hearing the submissions of Counsel for the LSA and Counsel for the Member, accepted the Agreed Statement of Facts and Admission of Guilt as tendered jointly by both Counsel for the purposes of a finding of this Hearing Committee:

    a. IT IS ALLEGED THAT the Member failed to contentiously serve her client, a banking institution, and such conduct is deserving of sanction;

    b. IT IS ALLEGED THAT the Member failed to attend to a purchase of real property for herself in the manner expected of a lawyer experienced in real estate transactions and such conduct is deserving of sanction.

18. The Hearing Committee was prepared to accept the proposal of Counsel of the LSA consented to by Counsel for the Member that Citation 3 be discontinued on the basis that there was insufficient evidence to support same.

19. The Member confirmed:

    a. She was making the admission in the Agreed Statement of Facts and Admission of Guilt voluntarily and free of undue coercion; and that

    b. She unequivocally admitted guilt to the essential elements of the citations describing the conduct deserving of sanction; and that

    c. She understood the nature and consequences of the admission; and that

    d. She understood that the Hearing Committee is not bound by any submission advanced jointly by the Member and LSA Counsel.

IV. THE FACTS

20. The Facts in this matter are as set out in the Agreed Statement of Facts paragraphs 6. - 21. below:

    …

    6. In 2007 I acted on three separate transactions in which E.O. or an associate of nominee had purchased properties and then immediately "flipped" them for substantially higher prices (the "E.O. transactions"). In each of the E.O. transactions

I acted for the purchaser, for Bank A and for the vendor/flipper defined above as E.O. Each of these transactions was financed with mortgages arranged through Bank A. I had known E.O. for some time and had acted for him previously on corporate matters.

7. *B.C. was a mobile mortgage specialist with Bank A with whom I was in occasional contact at Bank A once with respect to an encroachment agreement on one transaction after closing; otherwise I did not know B.C. was the mortgage broker with respect to the E.O. Transactions. I have never met B.C. On July 7, 2010, B.C. withdrew from the industry membership in Real Estate Counsel of Alberta. At the time of his withdrawal, B.C. was the subject of conduct proceedings to determine whether he had participated in the creation of false documents to facilitate the issuance of mortgages through deceit, and whether he had encouraged a member of the public to participate in a scheme he knew was fraudulent or illegal. I was not aware of B.C.'s membership withdrawal or conduct proceedings at all material times.*

8. *The E.O. transactions exhibited a number of mortgage fraud indicators that I see in retrospect, but which I did not recognize at the time, including:*

    a. *The transactions were handled as "skip" transfers and the vendor/flipper was not the registered owner of the property.*

    b. *Down payments and cash to close were paid or were purportedly paid by the purchaser directly to the vendor/flipper; and*

    c. *Mortgage proceeds from Bank A were the only funds received by the Member while dealing with these transactions.*

9. *I did not satisfy all of Bank A's specific standard instructions to solicitor and, in particular, I failed to advise Bank A that:*

    a. *The Vendors were not the registered owners of the properties;*

    b. *Purchase price escalated significantly in a short period of time; and*

    c. *Deposits and balances due on closing were not collected through the Member's trust accounts or otherwise and instead were settled directly between the parties.*

10. *E.O. and the purchasers in each transaction were frank with me regarding:*

    a. *The "flip" of the properties from the original vendor to E.O. to the purchaser(s);*

    b. *The significantly increased value of the property and the profit being made by E.O.; and*

    c. *The balances due and owing to E.O. on the purchases.*

    and I believed that they had been just as forthright with their Bank A mortgage broker.

11. *I initially acted on a fourth transaction with E.O. ("Condo Transaction") but withdrew as counsel because I subsequently purchased the condo personally.*

12. *For the purchase of the condo, I used Michael Bondar ("Bondar") as Counsel. I understood that E.O. would be making money on this flip but I felt that the rapidly rising real estate prices would mean the condo would soon be worth more than I had originally paid for it.*

13. *It is my recollection that I gave the initial $5,000.00 deposit cheque directly to E.O. and financed my mortgage to include the cash to close difference of $16,000.00. I am unable to verify through my own records that $5,000.00 was actually paid. I confirm that Bondar did not request any additional funds from me respecting my purchase and I assumed that he would make such further requests had such funds been required.*

14. *Upon the investigators obtaining the mortgage application file from Bank A respecting my purchase of the condo, the following discrepancies were noted:*

    a. *The REPC for the XXX Crescent house, my previous existing home, to J.M. (then boyfriend, now husband) was on the file. I do not now believe this was a genuine REPC; however, it is reasonable to believe that Bank A relied on this sale in providing mortgage financing to me but it is also reasonable to believe I would have qualified without it. The sale never proceeded.*

    b. *All of the documents on the Bank A file which came from me were sent from my office and had my office's fax header but the purported REPC between J.M. and me and income tax material purportedly relating to me did not have the identifying fax header from my office.*

15. *In a further review of the Bank A file and in further investigation on my own, I note that:*

    a. *I did not provide the REPC to Bank A or to anyone else and indeed, I did not speak to anyone at Bank A and never told Bank A or anyone else that I was selling the XXX Crescent house;*

    b. *Every document I had provided to Bank A mortgage broker had been faxed to him from my office and would have had my office's fax header imprinted on it. The REPC and the tax forms did not have fax headers and I did not provide them to anyone;*

    c. *There was incorrect information regarding the mortgage registered against the XXX Crescent house (the mortgagee and the amount were incorrect), and in fact there was much more equity in the XXX Crescent house than was disclosed in the Bank A file documents. These are errors that I would not have made if the REPC were genuine;*

    d. *I believe that I would have qualified for the Bank A mortgage without selling the XXX Crescent house, and since it was my understanding that I had qualified for the Bank A mortgage without any conditions, I would have had no reason to fabricate a sale of the XXX Crescent house.*

16. *When the investigator had first shown me the REPC, I recognized the address and names as being mine and my husband's and said I recognized it based on that while just trying to make sense of it in my mind. During the course of the interview and afterwards, I had a chance to look at the REPC, and I then told the investigators that the REPC was not genuine and did not make sense.*

17. *I have always acknowledged that the signature on the REPC looked like my own, but I have no recollection of having signed it and had no reason to sign it, and do not believe that it was really my signature.*

18. *I admit that I failed to serve my client, Bank A, by failing to recognize indicia of fraud because I trusted E.O., and therefore did not alert Bank A to indicia of fraud which were only recognized in hindsight, but deny that I facilitated any fraud or knowingly assisted in facilitating my mortgage under false pretenses. While I now recognize a number of fraud indicators associated with the E.O. transactions, I never purposefully or willfully assisted in perpetrating any fraud.*

19. *With respect to my own condo transaction which also exhibited what might be considered a number of indicia of mortgage fraud, I deny that I facilitated any fraud or knowingly assisted in facilitating my mortgage under false pretenses. I deny that I acted so as to mislead or knowingly allow others to mislead the Bank A. I admit that I was careless as to the financial aspects of the condo transaction and did not pay sufficient attention to it as I should have, however, I have paid the mortgage as due for almost seven years and will be the one who potentially sustains any loss due to the downturn in the market. I know that there is personal liability with a CMHC mortgage and would not enter into a mortgage as a "straw purchaser".*

20. *The REPC which is on the Bank A file appears to be signed by me, but was never provided by me to Bank A. If it had been, then it would have had the fax header as coming from my office similar to all other Bank A documents from me. The income tax forms on the file are not my forms at all and I have no explanation for how they appear on the Bank A file, other than with the possible involvement of B.C. as part of the other deceits he conducted while at Bank A.*

21. *I admit that I originally advised the Law Society that the REPC was signed by me when I first saw it, but on further investigation and review, I denied that fact. My original admission was in error, but not intended to deceive anyone. The REPC was never a genuine document provided by me to the Bank A.*

V. FINDING OF CONDUCT DESERVING OF SANCTION

21. After hearing the submissions of Counsel for the LSA and Counsel for the Member regarding the Agreed Statement of Facts, a determination was made by the Hearing Committee that the Agreed Statement of Facts was in a form acceptable to it.

22. Pursuant to section 60 of the *Legal Profession Act* the Agreed Statement of Facts was deemed for all purposes to be a finding of the Hearing Committee and that the Conduct

of the Member on Citation 1 and amended Citation 2 was deserving of sanction. Citation 3 was dismissed.

VI. SUBMISSIONS ON SANCTION

Submissions of the LSA regarding sanction

23. Counsel for the LSA advised the Hearing Committee that Counsel had joint Submissions on sanction. A copy of the Disciplinary Record of the Member was entered as Exhibit 8. The Member had no discipline record.

24. Counsel for the LSA proposed that a reprimand be imposed along with a fine of $5,000.00 in totality for the two citations and finally that the Member pay all costs of the Hearing, estimated at $30,557.79. The estimated Statement of Costs was entered as Exhibit 9.

25. The proposed time for the Member to pay the fine and costs was 60 days. Counsel for the LSA submitted that a suspension was not appropriate because the evidence in the Agreed Statement of Facts did not show a purposeful intent to obtain a mortgage under fraudulent means or to mislead a banking institution. There was carelessness, inattentiveness and perhaps recklessness, but not anything more than that shown by the evidence before the investigation and before the panel.

26. Counsel for the LSA also argued that there had been a lapse of time since the events in question had occurred in 2007 and protection of the public in suspending the Member seven years after the events was not required. Furthermore, Counsel for the LSA indicated that the Member's practice had changed significantly from 60% Real Estate to 20% Real Estate. Counsel for the LSA indicated that she was not aware of any ALIA claims; however Counsel for the Member advised the Hearing Committee that there were two ALIA claims outstanding for the Member as a result of Bank A mortgages. Counsel for the LSA advised that the Member had been cooperative and that Counsel had been able to agree upon a Statement of Facts which significantly shortened the proceedings.

27. With respect to the allegations contained in the original Citation 2, Counsel indicated that it would have been an extremely difficult and cumbersome allegation to deal with at a Hearing, necessitating calling a bank witness for the records after a significant period of time. Counsel would also have had to call a handwriting expert. Counsel advised that there were no original documents available to the expert.

Submissions of Counsel for the Member regarding sanction

28. Counsel for the Member submitted that the Member had been in practice since 1992 and had no prior disciplinary record and no subsequent citations outstanding. The events occurred during a short period of time in August 2007 and the Member had acknowledged that she was negligent and fell below the standard expected of a real estate practitioner.

29. Counsel argued that the transactions were seven years ago with the complaint initiating this process having been made four years ago. The Member had been interviewed three times and it has been an ongoing process for her. Counsel for the Member indicated that she is very remorseful and in retrospect recognizes the elements that she should have looked at with respect to the transactions.

30. With respect to protection of the public and reoccurrence of this careless behaviour, Counsel for the Member submitted that this was not high on the list of factors. The Member had not been engaged by practice review.

Evidence of the Member relating to sanction

31. The Hearing Committee wanted to hear from the Member who was then sworn in.

32. The Member indicated that E.O. was a corporate client who came to her offices and said that he found three properties at a great price, and he had an opportunity to resell them for a profit. The Member had first met E.O. in 2004 when she worked at Calgary East Legal and he knew one of the Member's legal assistants. When she moved into her sole practice, E.O. did the computer wiring for her. She had done his corporate returns for a couple of years.

33. The Member assumed that there were mortgage instructions. The purchasers of the three properties knew that E.O. would be profiting and that he was not the owner of the properties. The Member thought that the clients were purchasing the properties (i.e. were not "straw buyers"). The Member thought that the Bank knew what she knew and did not think of bringing anything to the Bank A's attention.

34. With respect to the fourth property, purchased by the Member herself, the Member thought it was a nice sized property that was worth the purchase price. She assumed when she applied for the mortgage that it would only be approved by the bank if the property was valued at what she had applied for as a mortgage.

35. The Member did not represent herself with respect to the purchase of her own condo. The Member gave evidence that she gave little thought to the fact that her real estate lawyer, Mr. Bondar, did not ask her for any cash to close, nor did he report to her other than sending her a copy of title with the new mortgage registered on it. The Member says (at Hearing Transcript page 78 lines 1-8):

"Well, with the cash to close, I thought when I went into Mr. Bondar's office that he would go through all the numbers like I do and say, "There's cash to close," he didn't. I thought well maybe he'll just send it to me later. And I remember thinking that's odd; I've got to owe something, and sort of expected to get something saying, "This is how much is left owing." And then I just didn't think about it again."

36. At paragraph 13 of the Agreed Statement of Facts the Member says: "*It is my recollection that I gave the initial $5,000.00 deposit cheque directly to E.O. and financed my mortgage to include the cash to close difference of $16,000.00."* That is not the same as what she said above in evidence.

37. The Member says that thereafter she paid the ongoing mortgage payments and did not put her mind to the details of the purchase.

38. In 2009 or 2010 the Member found out that the transactions in relation to the other buyers were problematic due to a complaint to the LSA in relation to her own transaction. The Member indicated that since becoming aware of these complaints, she questioned clients a lot more than she had done before, took nothing at face value, asked for additional back up documentation and was generally more careful in her whole practice, not just real estate.

39. The Member was 40 years old at the time of the events in question and had been practicing for 15 years.

40. The Member deposed that she did not realize that she was disregarding the lender's instructions. The Member claimed that she always read the bank instructions although she may not have printed out the separate instructions every time. The Member indicated that she understood as an experienced conveyancing solicitor in 2007 the meaning of a "straw purchaser" but it did not enter her mind that the purchasers of the other three condos were "straw purchasers".

41. The Member deposed that she specifically recalled making a down payment of $5,000.00 to purchase the condo. She was unable to find her cheque books for the period in question. The Member indicated in her evidence that she did not notice that the $5,000.00 cheque did not come out of her personal bank account and that she simply did not pay attention to her home finances. It was not until the LSA investigation that she began looking into what had happened with her deposit and realized that the deposit cheque had never cleared. She had handed E.O. the cheque.

42. The Member indicated that she did not pay the legal fees for Mr. Bondar's services: E.O. paid them. The Member then went on to say she was not sure whether E.O. had paid Mr. Bondar's fees, but she assumed that because Mr. Bondar had not billed her.

43. The Member confirmed to the Hearing Committee that she had actually put no money into the purchase of this property whatsoever, but she did not find anything strange about that.

44. The Member indicated that she had owned a home previously.

45. She indicated that she had not in her practice observed a similar situation for a client where they had to put no cash down, there was no cash to close and they in essence received a gift of a property, paying only ongoing expenses for it.

VII. ANALYSIS

46. Section 49(1) of the *Legal Profession Act* defines conduct deserving of sanction as follows:

> *"For the purposes of this Act, any conduct of a member, arising from incompetence or otherwise, that*

(a) is incompatible with the best interests of the public or of the members of the Society, or

(b) tends to harm the standing of the legal profession generally,

is conduct deserving of sanction, whether or not that conduct relates to the member's practice as a barrister and solicitor and whether or not that conduct occurs in Alberta.

47. The *Legal Profession Act*, s. 72(1) requires a Hearing Committee, on finding a member guilty of conduct deserving sanction, to disbar, suspend, or reprimand the member.

48. The fundamental purpose of disciplinary proceedings is: (1) the protection of the best interests of the public (including the members of the Society) and (2) protecting the standing of the legal profession generally. The sanctioning process should be purposeful in reference to the above two goals. That is the reference point for this Hearing Committee.

49. Sections 69 and 70 the Hearing Guide set out the general and specific factors that this Hearing Committee must consider in determining what sanction to impose. Factors which relate most closely to the fundamental purposes outlined above will be weighed more heavily than other factors. The final sanction must be one which is consistent with the fundamental purpose of the sanction process.

50. The Hearing Committee reviewed all of the materials provided to them and in particular the Agreed Statement of Facts and Admission of Guilt. The Hearing Committee also heard from the Member. The Hearing Committee found the evidence of the Member to be disingenuous and implausible. The Member would have the Hearing Committee believe that she, a 15 year practitioner, failed to recognize several indicia of mortgage fraud as follows:

    1. The transactions were handled as "skip" transfers and the vendor/flipper was not the registered owner of the property;

    2. Down payments, cash to close and/or legal fees were paid by the vendor/flipper and/or were purportedly paid by the purchaser directly to the vendor/flipper; and

    3. Mortgage proceeds from Bank A were the only funds received by the Member while dealing with these transactions.

51. Not only that, but the Member would have the Hearing Committee believe that during this time and as part of the same series of transactions with E.O., she became the owner of a $425,000.00 property without:

    1. Noticing that her $5,000.00 deposit never cleared her personal bank account.

    2. Paying any cash to close.

    3. Paying any legal fees.

52. Although the Hearing Committee can understand that existence of one or two of those indicia perhaps not "red flagging" a lawyer, the Hearing Committee simply does not

believe that all three factors would not raise questions and inquiries from any practicing lawyer, or indeed any moderately intelligent functioning adult. The Member's explanation of events and her rationalizations on the witness stand did not ring true to the Hearing Committee. The Member benefited personally from her involvement with E.O. The evidence provided by the Member to the Hearing Committee is that she knowingly entered into an arrangement with a client during which she received at no cost, other than ongoing mortgage payments, a condominium property worth $425,000.00 that she still owns.

53. The Joint submissions of Counsel and the evidence of Ms. Bontorin did not come to grips with the fact that Bank A overpaid in mortgage loans approximately $523,500.00 as a result of these four transactions. This is a not inconsiderable amount.

54. The Table provided at Exhibit 7 Tab 1 show that the increases in value to the four condominium properties ranged from $95,000.00 to $156,000.00 with the percentage increase in the values of each property ranging from 22% to 70%. The amounts paid to the scheme organizer(s), was $432,139.00 and the deficiency judgments either estimated or actual was $713,195.00.

55. In relation to the Member's own purchase, the increase in value of the property was 58% or $154,000.00. The purchase price of the property was $420,000.00 with a purported $5,000.00 deposit. A high ratio NHA mortgage was arranged with Bank A in the Member's name for $412,366.50 with a net advance after fees of $399,000.00 of which E.O. received $131,994.00. The Member would have, as a real estate practitioner, been well aware of the standard practice for the CMHC fees to be deducted from the mortgage advance on a High Ratio Mortgage and that cash to close would therefore more than likely be necessary to complete the transaction.

56. The sums of money involved in these transactions are large. The increases in value occurred over the course of days, not weeks or months. This was not the type of mortgage fraud where the "mastermind" profits in the sum of $12 – 15,000.00 or even $20,000.00, over the course of some months, such that a real estate practitioner could indeed attribute the increases to market fluctuations over a reasonable period of time. This was huge profit within days.

57. There was carelessness, inattentiveness, wilful blindness and recklessness to an extraordinary degree on the Member's part.

58. The Hearing Committee was not provided with any case law in relation to the appropriateness of the sanction. However, it is the Hearing Committee's view that the jointly proposed sanction of a $5,000.00 fine and payment of the estimated costs of the proceedings including the investigations is not consistent with the seriousness of what the Member did because:

    a. A $5,000.00 fine, the equivalent of the unpaid deposit, is an inconsequential sum and could be interpreted by the public to be merely a perfunctory and insincere nod by the regulator and a notional "repayment" of the amount not earlier paid by the Member to buy her condo.

b. A reprimand under these circumstances is inappropriate where the Hearing Committee finds the evidence of the Member as a witness not credible. A reprimand is inappropriate because reprimanding a person whom the Hearing Committee does not believe is a hollow exercise.

c. It is a standard direction that the actual costs of the hearing be paid by a Member who has been engaged in conduct found to be deserving of sanction at a Hearing.

59. Thus overall the proposed sanction did not, in the view of the Hearing Committee, meet the fundamental goals of protection of the best interests of the public (including the members of the Society) and protecting the standing of the legal profession generally.

60. As a result, the Hearing Committee concluded that the jointly recommended sanction is inappropriate and that it would be unconscionable and not in the public interest for the Hearing Committee to impose the sanction as jointly submitted.

61. The Hearing Committee heard and respectfully considered the joint submissions of Counsel; however, in the end, the Hearing Committee decided that the joint submissions concerning penalty were quite inappropriate having regard to the nature of the conduct involved that included personal gain to the Member.

62. The Hearing Committee was not provided with information with respect to the straw buyers or the impact upon them of these transactions. The Member alluded very briefly in her evidence to recognizing that she had not served the Bank A but seemed to have no appreciation of the potential impact on the straw buyers, who often are left with huge judgments to pay and face bankruptcy.

63. These offences were serious and of high dollar value. They harmed the public, the banking institutions, and they likely harmed the straw buyers. They also harmed the standing of the legal profession in the eyes of the public. Personal greed and financial gain apparently motivated the Member.

VIII. SANCTION AND ORDERS.

64. The Hearing Committee imposes a fine of $10,000.00, a suspension of 2 months, and that the Member pay the actual costs of the Hearing. The Member is given 4 months from June 10, 2014 to pay the fine and costs. The suspension shall commence effective June 13, 2014 at 4:30 p.m. Exhibits shall be redacted in the usual manner and be made available for inspection by the public.

DATED this 27th day of August 2014 at the City of Calgary in the Province of Alberta.

Per: _____
SARAH KING D'SOUZA, QC

Per: _____
D. EDNEY, QC

Per: _____
M. CAREY, PhD