

**IN THE MATTER OF PART 3 OF THE
LEGAL PROFESSION ACT, RSA 2000, c. L-8**

AND

**IN THE MATTER OF A HEARING REGARDING
THE CONDUCT OF WEI WU
A MEMBER OF THE LAW SOCIETY OF ALBERTA**

Hearing Committee

Anthony Young, QC – Chair
Leighton Grey, QC – Lawyer Adjudicator
Glen Buick – Former Lay Bencher

Appearances

Kelly Tang – Counsel for the Law Society of Alberta (LSA)
Wei Wu – not present

Hearing Date

December 19, 2019

Hearing Location

LSA office, at 700, 333 - 11 Avenue SW, Calgary, Alberta

HEARING COMMITTEE REPORT

Background

1. Wei Wu was admitted as a member of the Law Society of Alberta (the “LSA”) on November 18, 2015. His status at the commencement of the hearing was “Suspended for Non-payment of Fees.”

Overview

2. On December 19, 2019 the Hearing Committee (Committee) convened a hearing into the conduct of Mr. Wu, based on the following 5 citations:

CO20162810

1. It is alleged that Wei Wu threatened, or advised his client to threaten, to initiate or proceed with a criminal charge against the complainant in an attempt to gain a benefit for his client, and that such conduct is deserving of sanction;

2. It is alleged that Wei Wu failed to perform all legal services undertaken on his client's behalf to the standard of a competent lawyer, and that such conduct is deserving of sanction;
3. It is alleged that Wei Wu failed to be candid with the Law Society and that such conduct is deserving of sanction;

CO20170703

4. It is alleged that Wei Wu communicated with S.W. directly without the consent of the lawyer that was representing him concerning the matter to which the communication related, and that such conduct is deserving of sanction; and
 5. It is alleged that Wei Wu attempted to deter S.W. from proceeding with a claim to his insurer or seeking other remedies against him and that such conduct is deserving of sanction.
3. After reviewing all of the evidence and exhibits, and hearing the testimony and arguments of the LSA, for the reasons set out below, the Committee finds Mr. Wu guilty of conduct deserving sanction on all 5 citations pursuant to section 71 of the *Legal Profession Act* (the *Act*).
 4. The Committee also finds that, based on the facts of this case, the appropriate sanction is a four-month suspension in accordance with section 72 of the *Act*.
 5. In addition, pursuant to subsection 72(2) of the *Act*, the Committee orders costs of \$9,126.79 to be payable on or before reinstatement. Further, the Committee orders that Mr. Wu be referred to Practice Review and the Credentials and Education Committees upon any reinstatement application.

Preliminary Matters

6. On November 1, 2019, Counsel for the LSA made application seeking advance rulings on two matters:
 - (a) That the evidence to be presented to the Committee be admitted pursuant to the attached Notice to Admit Facts and Exhibits, which was served on Mr. Wu and to which there has been no response; and
 - (b) That the Committee permit the exhibits to be circulated to it before the start of the hearing.
7. It was noted that Mr. Wu was non-responsive to the LSA since August 2018.

8. On November 27, 2019, the Chair of the Committee wrote to Mr. Wu. The letter advised of the LSA application and inquired whether Mr. Wu intended to oppose the application. The letter stated, in part:

“Please advise by 5 p.m., Monday, December 2, 2019, whether you intend to oppose this motion.

If you would like the opportunity to make oral submissions on this motion by way of video-conference, in-person, or through some other permissible means, then please also provide your availability between December 9-11, 2019, and your proposed means of participation.

If you intend to oppose this motion through written submission only, your written submissions are due by noon, Friday, December 6, 2019.

If the Committee does not hear from you by 5 p.m. on Monday, December 2, 2019, it will proceed to issue its ruling on this motion based upon the written materials and submissions that were emailed to you and the Committee by Law Society counsel.”

9. This letter was delivered to Mr. Wu by email.
10. It was noted that the LSA also attempted to deliver the materials to Mr. Wu’s home but he and his family had vacated it. It was reported that the building was locked up with chains and looked to be subject to foreclosure. Mr. Wu was believed to be in China. It was also reported that the LSA continued attempting to contact Mr. Wu via telephone and other means. Mr. Wu did not provide current or accurate contact particulars that would enable personal contact or confirmation of that contact.
11. There was nothing received in response to the November 27, 2019 letter.
12. Section 68 of the *Legal Profession Act* states that:
- “68(1) In proceedings under this Division, a Hearing Committee, the Practice Review Committee or the Appeal Committee
- (a) may hear, receive and examine evidence in any manner it considers proper, and
- (b) is not bound by any rules of law concerning evidence in judicial proceedings.”

13. As a member of the LSA, Mr. Wu has the obligation to provide his current contact particulars. Rule 42 clearly sets out the obligation of every lawyer to ensure that the Executive Director has current contact information. As such, it should not be necessary for the LSA to be put to extraordinary measures to find Mr. Wu when service is impractical or impossible. The Committee is of the view that Mr. Wu has received the benefit of reasonable process. There were attempts to reach him by email, at his home and by telephone. By not providing current and accurate contact information Mr. Wu deprived himself of actual and timely notice of the LSA's application. This should not be a hinderance to the LSA's application proceeding.
14. It is noted that there is no provision in Rule 90.1(9) which states that a failure to respond to a Notice to Admit Facts and Exhibits will result in the Facts set out in the Notice being accepted by the Committee. The Rule simply states:

"Through the pre-conference hearing process, the member or member's counsel and counsel for the Law Society may serve on either party a notice to admit facts or exhibits."
15. There was no warning in the Notice to Admit Facts or the Rules that the evidence in the Notice to Admit Facts or Exhibits may be accepted by the Hearing Committee. The Committee was mindful of this anomaly in the Rules when the Chair of the Committee sent the November 27, 2019 letter to Mr. Wu stating:

"If the Committee does not hear from you by 5 p.m. on Monday, December 2, 2019, it will proceed to issue its ruling on this motion based upon the written materials and submissions that were emailed to you and the Committee by Law Society counsel."
16. The LSA cannot be hobbled when a member simply abdicates responsibility in the regulatory process. It must be permitted to proceed with a hearing, without answer from the member, if necessary. As such, the applications of the LSA were granted on December 6, 2020.
17. For the purpose of this hearing, Schedule "A" Facts and Exhibits was accepted by the Committee.
18. The LSA did not object to the constitution of the Committee or its jurisdiction, and a private hearing was not requested so a public hearing into Mr. Wu's conduct proceeded.
19. After the hearing concluded, in which an oral decision was rendered, but prior to these written reasons being issued, Mr. Grey ceased to be an adjudicator with the LSA.

Pursuant to section 66 of the *Act*, the remaining two members of the Committee continued to issue these reasons.

Schedule “A” Facts and Exhibits

20. The facts in this matter are summarized in the attached Schedule “A” “Facts and Exhibits (pages 36 to 44). Each section of Schedule “A” is cross referenced to source material including but not limited to responses from Mr. Wu, investigation reports, correspondence, affidavits, transcripts of interviews, and court documents. In all, the Committee reviewed 799 pages of material.

The Hearing

21. Mr. Wu was not in attendance at the hearing.
22. At the commencement of the hearing, counsel for the LSA reviewed salient evidence set out in Schedule “A”.
23. The Committee retired to consider Schedule “A”. After careful review the Committee was satisfied that the recitation of facts was acceptable.

Analysis and Decision

Citation 1

24. Rule 3.2-11 states:

“A lawyer must not, in an attempt to gain a benefit for a client, threaten, or advise a client to threaten:

- (a) to initiate or proceed with a criminal or quasi-criminal charge; or
- (b) to make a complaint to a regulatory authority.”

25. Mr. Wu and his client Z.G. threatened to initiate criminal proceedings against D.Z. unless S.Z. agreed to pay Z.G. \$30,000 to settle Z.G.’s claim. This is a direct violation of the rule and as such Citation 1 is made out.

Citation 2

26. It is obvious from the criticism that Mr. Wu received from Judge [E] on June [...], 2016 that the Court was frustrated with the way in which Mr. Wu was conducting the trial. Judge [E] commented, when discussing the fundamental principle of common law that a

defendant has the right to cross examine anyone who offers evidence in Court, at page 24 of the transcript:

THE COURT: Were you listening to me, Mr. Wu – were you listening?

MR. WU: Yes I am, Your Honour.

THE COURT: Were you listening – were you listening?

MR. WU: I am kind of frustrated by this trial too.

THE COURT: I'm not frustrated at all, I'm gonna dismiss your client's claim and he's gonna report you to the Law Society."

27. And at page 27:

THE COURT: ... there are a lot of gaps in [Z.G.'s] testimony that need to be filled in, in order to prove such things as where he was employed, what he was being paid, how many days he missed. And just to say that he lost about \$4,000.00 doesn't prove anything. All of that evidence can be corroborated easily and it is your obligation, sir, as part of your case to do that because on the evidence I've heard to this point, I would find that part of the claim in and of itself has not been proven on [...] a balance of probabilities or, for that matter, on any level. Do we understand each other, sir? ...

THE COURT: And I don't know why I'm sitting here explaining this to a lawyer who's been at the bar for ten years. I have self-represented litigants that come in here and do a better job than you have."

28. Some legal services undertaken that Mr. Wu failed to perform on his client's behalf to the standard of a competent lawyer, were his:

- a) Failure to serve any Notice to Attend on witnesses when these witnesses were necessary to corroborate his client's case;
- b) Failure to enter any evidence to support his client's claim other than his client's oral testimony when additional evidence was available;
- c) Failure to prove where his client was employed, his salary and loss of work when the evidence could have been corroborated easily;
- d) Attempt to rely on a previously filed Affidavit for medical evidence despite not having entered the affidavit as evidence during the trial; and
- e) Failure to call medical evidence to support his client's claim.

29. It appears obvious to the Committee that Mr. Wu was either so ill-prepared or he lacked requisite understanding to try his client's case. Either way, Mr. Wu's failures demonstrate that he did not conduct his client's trial to the standard of a competent lawyer and that

such conduct is deserving of sanction.

Citation 3

30. Mr. Wu provided contradictory information to the LSA. In particular, Mr. Wu provided written responses to the LSA with respect to D.Z.'s complaint and oral information to the LSA investigators that was different than what actually happened.

31. One example of Mr. Wu's blatant lack of candour is as follows: Mr. Wu states that on the day of trial, he sought and obtained an adjournment for strategic reasons. What actually happened is set out in the trial transcript at page 24 line 25 through to page 25 line 3:

THE COURT: on my own motion. I'm going to order a transcript of what's happened here today --

MR. WU: Uh hmm.

THE COURT: - which I'm going to provide to you and which I'm going to provide to the defendant. And then we're gonna set this matter down to be continued. We're going adjourn it today. But if you haven't figured out from what I've been telling you what the rules are in my courtroom, when you read the transcript once, twice, or maybe three times, you'll get a grip on what it is you have to do. And you can come back on another day and we'll see if we can finish this up."

32. In fact, the Court adjourned the trial upon its own motion.

33. Mr. Wu also stated to the LSA that he believed he could introduce medical evidence through his client's affidavit. This statement is directly contradicted by Mr. Wu emailing his client approximately 4 months prior to the trial date enclosing a procedural order that had been granted December 10, 2015 which stated:

"Arrange to have your witnesses attend the trial. Written statement from witnesses will not usually be enough, particularly if there are disputed facts or if these witnesses are expert witnesses such as mechanics, doctors, engineers, appraisers, carpenters, repairmen, etc."

34. These are two clear examples of Mr. Wu failing to be candid with the Law Society and that such conduct is deserving of sanction.

Citation 4 and Citation 5

35. On November 30, 2016, Mr. Wu confirmed in email correspondence that he had transferred his file to new counsel. As such, Mr. Wu was aware that his former client, S.W., had retained new counsel to help with the matter previously handled by him.
36. Mr. Wu filed a Notice of Withdrawal as counsel of record for S.W. on December 7, 2016.
37. That same day, Mr. Wu had a telephone conversation with his former client, S.W., which S.W. recorded and provided to the LSA. Mr. Wu made the following statements (translated from Mandarin) to S.W. during their conversation:

“What you definitely need to say now is I do not want to make it difficult for my previous lawyer. He did not mislead me, nor did he push me to do anything. You go tell your current lawyer, you just concentrate on the transfer. Whether it will be successful or not, nobody can guarantee it. That is because it is a new case, novel case. It is that simple. Yet if he still wants to start another way, he will absolutely charge all fees to you. This goes without saying. I am working for you. I can see that he will be heading in the wrong direction, let me tell you.

[...]

I do not want to see you going down such a wrong path.

[...]

Going in this direction, at this stage, you should, should stop your new lawyer going down this path. We can concentrate our efforts in dealing with this right away. Can we succeed? We can only try our best. But you must not go in the wrong direction, am I right? This is your major war front, and in this war front you have not even started fighting with your enemy, and you go, you go and start another war front.

[...]

You cannot be so superstitious with lawyers. Most of them are not magicians. Lawyers may understand legal procedures better than you, But for some of them with a new case like this one, they may not know more than you do.

[...]

If it is unsuccessful then you will carry it out yourself, right? It is just like that? Without relying on him, being unsuccessful, he cannot help you much with anything. What he can do is burn me. And we will have to spend more money and to proceed with more law suits. In the end you will get nothing, yet you will have paid a large sum in legal expenses that you did not have to spend in the first place. This is what I can foresee. In the end I would be forced to disclose every fact and everything else. At that time, all things disclosed will be announced, and another case can use this case as a precedent. You see, this case precedent is like this and that. Therefore I can see this terrible outcome of yours. It is for real, buddy Wang. Okay, my next client will be arriving soon. I cannot speak to you more now.

38. On December 27, 2016, Mr. Wu sent an email to S.W. stating:
“ALIA, Mr. [O], Ms. [B] and I have contacted each other about your provincial matters and I know that Ms. [B] is working on your provincial application. Please be aware this will incur legal costs, for which you should be responsible.

We will send you legal bills after January 13, 2017 or later when your provincial matters/application is done.”

39. Citations 4 and 5 are proven by the conversations. The fact that Mr. Wu was attempting to subvert the investigation of the LSA and deter S.W. from proceeding with a claim to his insurer or seeking other remedies against him only compounds the severity of these citations. It is conduct deserving of sanction.

Analysis and Decision on Sanction

40. Mr. Wu does not have a discipline record with the LSA.
41. It is of note that Mr. Wu has chosen not to participate in this process. He is already administratively suspended. These are symptoms that reflect on Mr. Wu’s governability and are troubling to the Hearing Committee.
42. It is also troubling that Mr. Wu corrupted the legal process by attempting to extort a defendant with the threat of criminal prosecution. This behaviour was all but repeated when Mr. Wu attempted to subvert an LSA investigation and deter a former client from pursuing his lawful remedies.
43. It is aggravating that Mr. Wu demonstrated a lack of candour in his dealings with the LSA.

44. The LSA requested a suspension of four months and the following conditions that Mr. Wu:
- (a) take whatever steps or remedial measures as determined by Practice Management prior to reinstatement or upon such other terms as Practice Management may think appropriate.
 - (b) take whatever steps or remedial measures as determined by Credentials and Education prior to reinstatement or upon such other terms as Credentials and Education may think appropriate.
45. There is nothing in Mr. Wu's behaviour that would cause the Committee to depart from this request. As such, the Committee ordered a four-month suspension and the conditions noted above.
46. At the hearing, in addition to the suspension, the Committee also ordered a reprimand to be included in the written decision. However, upon reviewing section 72 it appears that the Committee cannot order a reprimand in addition to a suspension. Therefore, the Committee will not include a reprimand in this written decision.

Concluding Matters

47. Mr. Wu was ordered to pay actual costs for this proceeding in the amount of \$9,126.79. Costs are payable on or before reinstatement.
48. There shall be no referral to the Attorney General.
49. There shall be a Notice to the Profession.
50. The exhibits, other hearing materials, and this report will be available for public inspection, including providing copies of exhibits for a reasonable copy fee, although redactions will be made to preserve personal information, client confidentiality and solicitor-client privilege (Rule 98(3)).

Dated at Calgary, Alberta this 2nd day of October, 2020

Anthony Young, QC

Glen Buick

SCHEDULE “A”

IN THE MATTER OF THE *LEGAL PROFESSION ACT*

- AND -

IN THE MATTER OF A HEARING REGARDING THE CONDUCT
OF

WEI WU

A MEMBER OF THE LAW SOCIETY OF

ALBERTA HEARING FILE 20180181

FACTS AND EXHIBITS

INTRODUCTION

1. This hearing arises out of two complaints comprising five citations.

BACKGROUND

2. Wei Wu was admitted as a member of the Law Society of Alberta (the “LSA”) on November 18, 2015. His current status is “Suspended for Non-payment of Fees.”

COMPLAINT #1: D.Z. (CO20162810)

Background

3. On November 16, 2016, the LSA received a complaint from D.Z., the self-represented opposing party on a matter Mr. Wu was retained to handle, alleging that Mr. Wu threatened D.Z. with criminal charges and that he was not competent.

**Information Concerning a Lawyer (March 23, 2017) (w/
attachments) Exhibit 1, Tabs 2-4 – Investigation Report,
dated June 12, 2017**

4. The LSA conducted a review of the allegations, resulting in a referral to the Conduct Committee.
5. On July 17, 2018, a panel of the Conduct Committee directed that the following citations be dealt with by a Hearing Committee:

1. It is alleged that Wei Wu threatened, or advised his client to threaten, to initiate or proceed with a criminal charge against the complainant in an attempt to gain a benefit for this client, and that such conduct is deserving of sanction;

2. It is alleged that Wei Wu failed to perform all legal services undertaken on his client's behalf to be the standard of a competent lawyer, and that such conduct is deserving of sanction;
3. It is alleged that Wei Wu failed to be candid with the LSA and that such conduct is deserving of sanction.

**Exhibit 6 - CCP Minutes, July 17,
2018**

Representation of Z.G.

6. In or around 2014, Mr. Wu was consulted by Z.G. in relation to a physical altercation that occurred between Z.G. and D.Z. during a recreational soccer game. In particular, Z.G. alleged that D.Z. hit him in the face during the soccer game, causing him to suffer injuries (the "**Altercation**").
7. After the consultation, Z.G. did not retain Mr. Wu. Z.G. retained another lawyer and proceeded to file a Civil Claim in Provincial Court against D.Z., seeking \$3,000.00 for general damages and \$4,256.00 for loss of income. Z.G. subsequently amended this claim to increase the general damages sought to \$7,000.00.
8. In or about January 2016, Z.G. retained Mr. Wu to represent him at the trial of this matter. Mr. Wu advised Z.G. to amend his claim again to seek an increased amount of general damages (\$30,000.00) and punitive damages in the amount of \$15,000.00. An Amended Amended Civil Claim was filed on January 13, 2016.

**Letters of Response from Wei Wu, dated February 15 and 16,
2017 Exhibit 1, Tabs 6.1-6.2 – Investigation Report, dated June
12, 2017**

February 2016 Settlement Meeting

9. On February 28, 2016, the parties attended a settlement meeting at Mr. Wu's office. D.Z. was self-represented.
10. In his complaint to the LSA, D.Z. alleges that during this settlement meeting, Mr. Wu and Z.G. threatened to initiate criminal proceedings against him for the Altercation unless D.Z. agreed to pay Z.G. \$30,000.00 to settle Z.G.'s claim. D.Z. asserts that Mr. Wu advised him that his client would show new evidence to the police regarding the Altercation and that D.Z. could go to jail for this.

**Information Concerning a Lawyer (March 23, 2017) (w/
attachments) Exhibit 1, Tabs 2-4 – Investigation Report,
dated June 12, 2017**

11. The day after the settlement meeting, on February 29, 2016, D.Z. filed an affidavit summarizing the threats made to him during the meeting. Attached as an exhibit to the affidavit is a copy of an email written by Z.G. to D.Z., dated February 25, 2016, in

which
Z.G. stated:

... So this is what I am going to do: If my lawyer Wu, Wei [...] and me have not received any response from you or your representative by March 3, 2016. I will take all the photocopy of the evidences to the police office, not only tell them what happened, but also tell them what the judge said on the pre-trial day. You should know and understand what that judge meant. Consider it seriously. By the time the police officer starts working on it, I think it won't be the only Civil Action from me, it maybe be something more from the police officer and the immigration office.

**Affidavit of D.Z., filed February 29,
2016 Exhibit 1, Tabs 10-11 – Investigation Report, dated June
12, 2017**

12. On March 1, 2016, Mr. Wu sent the following email to D.Z.:

Based on numerous contacts between you and [Z.G.] and as well as you and myself, it is apparent that you are a person who only believes in yourself and is willing to take the rule of law into your own hands.

As [Z.G.] has expressed in his affidavit served upon you on Feb 28, 2016 that he will seek full costs against you if this action goes through trial, and the legal costs only, not including expert witness fees, is estimated to surpass \$8,000.00.

As suggested by Judge [H] you'd better hire an experienced lawyer.

You will regret for what you have done in 20 years or sooner.

**Email, dated March 1, 2016
Exhibit 1, Tab 3.3 – Investigation Report, dated June 12, 2017**

13. In his complaint to the LSA, D.Z. attached his notes of the February 28, 2016 settlement meeting, which he had prepared approximately 8 months after the meeting took place.

**Notes of D.Z., dated October 23,
2016 Exhibit 1, Tab 4 – Investigation Report, dated June
12, 2017**

14. Mr. Wu was interviewed by LSA Investigators in relation to this complaint on May 5, 2017, at which time he admitted that he did not take any notes during or after the settlement meeting and did not have a recollection of exactly what was said. When he was asked why he did not take notes during or after the meeting, Mr. Wu advised that it was so he could save his client the cost of preparing meeting notes.

**Transcript of Interview, dated May 5, 2017, p.39-
42 Exhibit 1, Tab 12 – Investigation Report, dated June
12, 2017**

June 2016 Trial

15. Z.G.'s claim was set for a trial before the Honourable Judge [E] on June [...], 2016. Mr. Wu represented Z.G. at trial and D.Z. was self-represented.

16. At the trial, Mr. Wu did not call any witnesses except for Z.G., as he had not served Notices to Attend on witnesses. Mr. Wu did not enter any evidence to support Z.G.'s claim other than Z.G.'s oral testimony. Mr. Wu tried to rely on an affidavit Z.G. had previously filed to proffer expert medical evidence regarding Z.G.'s injury despite not having entered the affidavit as evidence during the trial and not having called the expert witnesses.
17. A transcript of the proceedings reveals that Judge [E] was critical of Mr. Wu's handling of the matter and his apparent lack of knowledge or awareness of how Provincial Court matters proceeded. Judge [E] made a number of critical comments of Mr. Wu, culminating in his statement

... there are a lot of gaps in [Z.G.'s] testimony that need to be filled in, in order to prove such things as where he was employed, what he was being paid, how many days he missed. And just to say that he lost about \$4,000.00 doesn't prove anything. All of that evidence can be corroborated easily and it is your obligation, sir, as part of your case to do that because on the evidence I've heard to this point, I would find that part of the claim in and of itself has not been proven on [...] a balance of probabilities or, for that matter, on any level. Do we understand each other, sir?

And I don't know why I'm sitting here explaining this to a lawyer who's been at the bar for ten years. I have self-represented litigants that come in here and do a better job than you have.

Excerpt of Transcript of Proceedings, dated June [...], 2016, pgs. 27-28 Exhibit 1, Tab 2.1 – Investigation Report, dated June 12, 2017

18. Despite finding that Z.G.'s claim had not been proven at trial, Judge [E] adjourned the trial on his own motion, ordered that the transcripts to be provided to the parties, and set a new trial date of October 12, 2016 so that Mr. Wu would have the opportunity to properly adduce evidence in support of his client's claim.

Excerpt of Transcript of Proceedings, dated June [...], 2016, pgs. 24-25 Exhibit 1, Tab 2.1 – Investigation Report, dated June 12, 2017

19. Mr. Wu withdrew as counsel for Z.G. in August 2016. During his interview with LSA Investigators, he stated that his reasons for withdrawing were his wife's health issues and that his client was not cooperating in providing him with the required witness information.

Transcript of Interview, dated May 5, 2017, p.39-42 Exhibit 1, Tab 12 – Investigation Report, dated June 12, 2017

20. When the trial resumed on October 12, 2016, Z.G.'s claim was dismissed.

Communications with the LSA

21. Mr. Wu provided written responses to the LSA with respect to D.Z.'s complaint and provided oral information during his interview with LSA Investigators.
22. With respect to the adjournment of the June [...], 2016 trial date, Mr. Wu provided the following contradictory information:

- a. That before the trial date, Mr. Wu considered seeking an adjournment because of the lack of witnesses, but Z.G. instructed Mr. Wu to proceed with trial and to try to rely on Z.G.'s affidavit, which contained copies of medical documents from his doctors, as evidence at trial;
- b. That when Mr. Wu attended the trial on June [...], 2016, and saw that D.Z. had brought a witness, he considered seeking an adjournment but did not have time to seek his client's instructions to do so before the trial commenced;
- c. That Mr. Wu did not intend to actually proceed with trial on June [...], 2016 and that it was his plan to seek an adjournment instead; and
- d. That on the day of trial, Mr. Wu sought and obtained an adjournment for strategic reasons.

Letters of Response from Wei Wu (February 15 and 16, 2017) Exhibit 1, Tabs 6.1-6.2 – Investigation Report, dated June 12, 2017

**Transcript of Interview, dated May 5, 2017, p.55-57, 64
Exhibit 1, Tab 12– Investigation Report, dated June 12, 2017**

23. Mr. Wu provided the LSA with the following additional information regarding Z.G.'s file:
 - a. That he did not believe it would have been useful to take notes during the settlement meeting as these meetings are held on a without-prejudice basis and as such, Mr. Wu would not be able to rely on settlement meeting notes at court;
 - b. That he believed D.Z. had the means to pay Z.G. a large settlement because D.Z. was an international student from China and had travelled abroad, and based on Mr. Wu's experience that only wealthy Chinese families could afford to send their children to North America to study;
 - c. Mr. Wu stated that he wasn't quite sure how evidence was to be entered at Provincial Court. He believed that the *Provincial Court Act* allowed him to rely on Z.G.'s medical reports, which were attached as exhibits to Z.G.'s filed affidavit, as evidence at trial, notwithstanding that none of the doctors who authored the reports were called to testify at trial.

**Transcript of Interview, dated May 5, 2017, p.39-40, 49-53
Exhibit 1, Tab 12– Investigation Report, dated June 12, 2017**

24. Mr. Wu's statement to the LSA was that he believed he could introduce medical evidence through his client's affidavit. Mr. Wu had emailed his client about 4 months prior to

the June [...], 2016 trial date, enclosing a Procedural Order that had been granted December 10, 2015 and which stated:

Arrange to have your witnesses attend the trial. Written statement from witnesses will not usually be enough, particularly if there are disputed facts or if these witnesses are expert witnesses such as mechanics, doctors, engineers, appraisers, carpenters, repairmen, etc.

**Order, granted December 10, 2015 by the Honourable Judge
[H] Exhibit 2 – Response from Wei Wu, dated July 6, 2018 (w/
attachments)**

COMPLAINT #2: S.W. (CO20170703)

Background

25. On March 23, 2017, the LSA received a complaint from S.W., a former client of Mr. Wu's, alleging that Mr. Wu failed to handle his client file properly and that Mr. Wu attempted to deter S.W. from making an insurance claim with ALIA or pursuing any other action against Mr. Wu.

**Information Concerning a Lawyer (March 23, 2017) (w/
attachments) Exhibit 3, Tabs 2-2.11 – Investigation Report, dated
August 23, 2017**

26. The LSA conducted a review of the allegations, resulting in a referral to the Conduct Committee.
27. On July 17, 2018, a panel of the Conduct Committee directed that the following citations be dealt with by a Hearing Committee:

4. It is alleged that Wei Wu communicated with S.W. directly without the consent of the lawyer that was representing him concerning the matter to which the communication was related, and that such conduct is deserving of sanction; and
5. It is alleged that Wei Wu attempted to deter S.W. from proceeding with a claim to his insurer or seeking other remedies against him and that such conduct is deserving of sanction.

**Exhibit 6 – CCP Minutes, dated July 17,
2018**

Representation of S.W.

28. Prior to retaining Mr. Wu, S.W. had commenced two separate Civil Claims in the Provincial Court of Alberta. One claim sought damages in relation to repairs completed on S.W.'s home, and the second claim (from which this complaint arose) sought damages in relation to bed bug bites S.W. suffered while staying at a lodge in Saskatchewan in 2013 (the "Bed

Bug Action”).

**Statement of Claim, filed August 29,
2016 Exhibit 3, Tab 2.2 - Investigation Report, dated August
23, 2017**

29. S.W. wished to transfer both actions from Provincial Court to the Court of Queen’s Bench, as he believed he was entitled to damages greater than the Provincial Court cap of \$50,000.00.
30. S.W. advised LSA investigators that prior to retaining Mr. Wu, he had applied to transfer his claim relating to his home repairs to the Court of Queen’s Bench, but his application was denied. S.W. said that the judge who heard his transfer application advised he could start a new proceeding at the Court of Queen’s Bench.
31. S.W. wanted to ensure he had legal representation with respect to his application to transfer the Bed Bug Action to the Court of Queen’s Bench.

**Transcript of Interview, dated April 18,
2017 Exhibit 3, Tab 3 - Investigation Report, dated August
23, 2017**

32. On July 25, 2016, S.W. retained Mr. Wu to represent him in both matters.

**Retainer Agreement, dated July 25,
2016
Exhibit 3, Tab 2.1 - Investigation Report, dated August 23,
2017**

33. Rather than applying to transfer the Bed Bug Action to the Court of Queen’s Bench, Mr. Wu commenced a new action at the Court of Queen’s Bench by filing a Statement of Claim on S.W.’s behalf on August 29, 2016. On September [...], 2016, Mr. Wu attended at the courthouse and filed a withdrawal of the Bed Bug Action in Provincial Court on S.W.’s behalf.
34. The Defendant did not file a Statement of Defence. However, on October [...], 2016, the Defendant brought an application before the Honourable Master [R] to summarily dismiss S.W.’s claim on the basis that the limitation period had expired.

**Application by Defendant, filed September 29,
2016 Exhibit 3, Tab 2.4 - Investigation Report, dated August
23, 2017**

35. Master [R] denied the Defendant’s summary dismissal claim, but found the following:

... The plaintiff never brought an application under section 56 of the Provincial Court Act to have the proceedings moved from Provincial Court to the Court of Queen’s Bench.

The defendant moves for summary dismissal pursuant to rule 7.3. The defendant

argues that the claim is simply out of time. The original claim in Provincial Court was brought within time, but that has been withdrawn. The Court of Queen's Bench claim was not brought within time.

[...]

... it is clear that an application under section 56 of the Provincial Court Act was not brought because plaintiff's counsel did not understand the process.

In the circumstances, in order to effect a fair decision I find that I am unable to dismiss the plaintiff's claim summarily. The limitation has not been pled and there is a possibility of appropriate steps to be taken that might successful to correct the process so far.

It is my strong recommendation that counsel for the plaintiff refer this matter to the Alberta Lawyers Insurance Association, commonly known as ALIA, and that the plaintiff's counsel, or counsel as may be retained by ALIA, consider bringing an application to set aside the withdrawal of the civil claim in Provincial Court and for relief under section 56 of the Provincial Court Act to move a claim to the Court of Queen's Bench nunc pro tunc.

It is also my strong recommendation that plaintiff's counsel obtain a transcript of my decision to provide to ALIA. I am troubled by the error that appears to be made.

**Transcript of Proceedings, dated November 4, 2016,
p.2-4 Exhibit 3, Tab 2.5 - Investigation Report, dated August
23, 2017**

36. Mr. Wu provided responses to LSA regarding this complaint on May 5 and October 16, 2017, in which he stated that he was only retained to deal with S.W.'s matter in the Court of Queen's Bench and that S.W. was responsible for his Provincial Court matter.

**Response from Wei Wu, dated May 5, 2017 (w/
attachments) Exhibit 3, Tab 5.1 - Investigation Report, dated
August 23, 2017**

37. He was also interviewed by LSA investigators on June 16, 2017. During the interview, Mr. Wu advised the following:
- a. that he had no experience with transferring matters from Provincial Court to the Court of Queen's Bench and had never seen such an application before;
 - b. that S.W. wished to commence a new claim at the Court of Queen's Bench rather than applying to transfer the Provincial Court claim to Queen's Bench, and instructed Mr. Wu to file a Queen's Bench statement of claim despite Mr. Wu's advice that doing so could cause S.W. to lose both claims as a result of the limitation period;
 - c. that Mr. Wu and S.W. had an oral agreement that Mr. Wu would only represent S.W. for the Queen's Bench claim and not the Provincial Court claim;

- d. that even though S.W. was representing himself with respect to the Provincial Court claim, Mr. Wu prepared and filed a withdrawal of the Provincial Court claim on his behalf on September [...], 2016 as a favour;
- e. that Mr. Wu was aware of limited scope retainers but had never used one and did not set out the terms of S.W.'s retainer of him in their Retainer Agreement;
- f. that Mr. Wu believed that the *Limitation Act* could be interpreted such that he could have filed a statement of claim in Queen's Bench with respect to the Bed Bug Action without missing a limitation period.

**Transcript of Interview, dated June 16, 2017, p.7, 10-12, 22-25
Exhibit 3, Tab 4 - Investigation Report, dated August 23, 2017**

Dealings with ALIA and S.W.

- 38. Following the application before Master [R], S.W. retained new counsel. On November 30, 2016, Mr. Wu confirmed in an email to S.W. that he transferred his file to his new counsel.

**Email, dated November 30, 2016
Exhibit 3, Tab 2.7 - Investigation Report, dated August 23, 2017**

- 39. This matter was reported to ALIA. ALIA appointed a lawyer to assist S.W. The lawyer successfully reinstated the Bed Bug Action in Provincial Court and had it transferred to Queen's Bench.

**Exhibit 5 -Practice Advisor Notes and Email Communications
(May 1, 2017 to October 25, 2017)**

- 40. Mr. Wu filed a Notice of Withdrawal as counsel of record for S.W. on December 7, 2016.

**Notice of Withdrawal of Lawyer of Record, filed December 7, 2016
Exhibit 3, Tab 2.8 - Investigation Report, dated August 23, 2017**

- 41. That same day, Mr. Wu had a telephone conversation with S.W. which S.W. recorded and provided to the LSA. The recording is in Mandarin. The LSA obtained an English translation of the recording, which showed that Mr. Wu said the following statements to S.W. during their conversation:

What you definitely need to say now is I do not want to make it difficult for my previous lawyer. He did not mislead me, nor did he push me to do anything. You go tell your current lawyer, you just concentrate on the transfer. Whether it will be successful or not, nobody can guarantee it. That is because it is a new case, novel

case. It is that simple. Yet if he still wants to start another way, he will absolutely charge all fees to you. This goes without saying. I am working for you. I can see that he will be heading in the wrong direction, let me tell you.

[...]

I do not want to see you going down such a wrong path.

[...]

Going in this direction, at this stage, you should, should stop your new lawyer going down this path. We can concentrate our efforts in dealing with this right away. Can we succeed? We can only try our best. But you must not go in the wrong direction, am I right? This is your major war front, and in this war front you have not even started fighting with your enemy, and you go, you go and start another war front.

[...]

You cannot be so superstitious with lawyers. Most of them are not magicians. Lawyers may understand legal procedures better than you, But for some of them with a new case like this one, they may not know more than you do.

[...]

If it is unsuccessful then you will carry it out yourself, right? It is just like that? Without relying on him, being unsuccessful, he cannot help you much with anything. What he can do is burn me. And we will have to spend more money and to proceed with more law suits. In the end you will get nothing, yet you will have paid a large sum in legal expenses that you did not have to spend in the first place. This is what I can foresee. In the end I would be forced to disclose every fact and everything else. At that time, all things disclosed will be announced, and another case can use this case as a precedent. You see, this case precedent is like this and that. Therefore I can see this terrible outcome of yours. It is for real, buddy Wang. Okay, my next client will be arriving soon. I cannot speak to you more now.

**Translation of December 7, 2016 call between S.W. and Mr. Wu, p.5,
7-9 Exhibit 3, Tab 7.2 - Investigation Report, dated August
23, 2017**

42. The translation obtained by the LSA is an accurate translation of the conversation between Mr. Wu and S.W.

43. On December 27, 2016, Mr. Wu sent an email to S.W. stating:

ALIA, Mr. [O], Ms. [B] and I have contacted each other about your provincial matters and I know that Ms. [B] is working on your provincial application. Please be aware this will incur legal costs, for which you should be responsible.

We will send you legal bills after January 13, 2017 or later when your provincial matters/application is done.

**Email, dated December 27, 2016
Exhibit 3, Tab 2.10 - Investigation Report, dated August 23, 2017**

44. The documents attached hereto to this Notice are authentic and are true copies of the original documents.