

CITATION: LSO v. Lee, 2024 ONSC 2274
COURT FILE NO.: CV-23-706470
DATE: 20240417

SUPERIOR COURT OF JUSTICE - ONTARIO

RE: LAW SOCIETY OF ONTARIO Applicant
AND:
PING LEE Respondent
BEFORE: Justice Chalmers
COUNSEL: *J. Katz*, for the Applicant
P. Lee, Self-Represented
HEARD: January 31, 2024

ENDORSEMENT

OVERVIEW

[1] The Law Society of Ontario (LSO) brings this Application for a permanent injunction under s. 26.3 of the *Law Society Act*, R.S.O. c. L.8, (the *Act*) prohibiting Ping Lee from practicing law or providing legal services in Ontario, or from holding himself out as, or representing himself to be, a person who may practice law or provide legal services in Ontario. Mr. Lee’s paralegal licence was revoked by order of a hearing panel of the LSO on October 30, 2018. The order was upheld on appeal with reasons dated November 16, 2018. The LSO states that after his paralegal licence was revoked, Mr. Lee has engaged in unlicensed and unauthorized provision of legal services.

[2] Mr. Lee argues that the LSO investigation into whether he provided legal services or held himself out as someone who could provide legal services, was “deeply flawed”. The investigation took two years from the date of the alleged complaints, and the report includes statements from witnesses who are not credible. Mr. Lee does not deny that his paralegal licence was revoked in late 2018. He also does not deny that he assisted friends with some legal issues. However, he states that any provision of legal services falls within the “friends and neighbour” exception set out in s. 30 of By-Law 4.

[3] For the reasons set out below, I find that Mr. Lee provided legal services after his paralegal licence had been revoked. I also find that the “friends and neighbour” exception does not apply. I grant the relief sought and order a permanent injunction prohibiting Mr. Lee from providing any legal services or holding himself out as a person who may provide legal services in Ontario.

FACTUAL BACKGROUND

Mr. Lee's Licence is Revoked in 2016

[4] Mr. Lee previously held a paralegal licence to provide legal services in Ontario. His licence was suspended on an interlocutory basis by a panel of the Law Society's Hearing Division on January 15, 2016. His licence was revoked by a separate panel on October 30, 2017, following a hearing. Mr. Lee was found by the Tribunal panel to have misappropriated \$31,000 of a client's funds. The panel stated that Mr. Lee held himself out as a lawyer and acted dishonestly and uncivilly. The hearing panel found that Mr. Lee put his own interests before those of his clients. Mr. Lee's appeal of the Revocation Order was dismissed on November 26, 2018 by a panel of the Appeal Division of the Tribunal.

[5] Mr. Lee states that the initial hearing and subsequent appeal were "unjust, unfair, unprofessional and bordering on the ridiculous". Although Mr. Lee was associated with lawyer, Michael E. Freeman, Mr. Lee was the only person prosecuted for "misappropriation" of the trust account of the Canada Law Centre. Although he argues that the hearing and appeal were unjust, he concedes that he has not had a valid paralegal licence since January 15, 2016.

[6] Since his licence was suspended, Mr. Lee has continued to operate a business at the same address in Richmond Hill. Mr. Lee states that the main purpose of his activities since the suspension and revocation of his licence, has been to make sure clients are properly transitioned. He did not produce any documentation that he notified clients that his licence was revoked. Mr. Lee also states that after his licence was revoked, he worked as an arbitrator.

LSO Investigation in 2020

[7] On October 7, 2020, the LSO received a complaint from Jason Mo, a traditional Chinese medicine practitioner. Mr. Mo advised that Mr. Lee had assisted two individuals in making a complaint about his practice to the College of Traditional Chinese Medicine Practitioners and Acupuncturists of Ontario (CTCMPA).

[8] Mr. Lee does not dispute the fact that he wrote letters to Mr. Mo on behalf of Mr. Yu and Ms. Wong. He states that he wrote the letters as Mr. Yu and Ms. Wong's personal friend. Ms. Wong and Mr. Yu state that they paid \$200 to Mr. Lee for this service. Mr. Lee denies that he sought or received any payment from Mr. Yu or Ms. Wong.

[9] On November 19, 2021, the LSO was separately contacted by Mr. Yu who stated that Mr. Lee provided legal services with respect to his claim against a renovation company, Golden Epoch. According to Mr. Yu, Mr. Lee prepared a draft Plaintiff's Claim for Mr. Yu's review. Mr. Lee revised the Claim following discussions with Mr. Yu. Mr. Lee also provided advice to Mr. Yu about whether he should sue the defendants in one or two separate claims. Mr. Lee also oversaw efforts to identify and serve the defendants. Mr. Yu states that Mr. Lee provided advice on case strategy and determined what documents to serve and file on his behalf.

[10] Mr. Yu states that Mr. Lee told him that he was a lawyer. Mr. Yu expected Mr. Lee would act on his behalf at the *Golden Epoch* trial. Mr. Yu learned about one week before the trial that a law student would be conducting the trial. Mr. Yu states that he was surprised that Mr. Lee would not be conducting the trial and that if he had found out earlier, he would have considered hiring a lawyer or other legal representative. Following the trial, Mr. Yu later learned that Mr. Lee's licence had been suspended.

[11] Following the complaint from Mr. Yu, the LSO opened an investigation into Mr. Lee. The investigation was conducted by Alan Grant. Mr. Lee argues that Mr. Grant's investigation was "seriously flawed".

[12] Mr. Grant contacted Ms. Wong on June 5, 2023. Ms. Wong stated that Mr. Lee agreed to write a lawyer's letter with respect to the dispute with Mr. Mo. He charged 200 yuan. Ms. Wong advised that at that time she believed Mr. Lee was a lawyer. Mr. Lee denies that he was paid by Ms. Wong or Mr. Yu. He acknowledged that he received a "red pocket" from Ms. Wong, which is typically used in Chinese culture to give cash gifts, but he said he lost it.

[13] Mr. Lee argues that Mr. Grant did not properly conduct the interview with Ms. Wong. The interview was very brief and was conducted over the phone using Google translate. Mr. Grant did not identify who Ms. Wong is, her relationship to Mr. Yu, and never questioned how the 200 yuan was paid to Mr. Lee. Mr. Grant did not obtain any evidence in support of the cash payments.

[14] Mr. Grant also interviewed Mr. Yu. Mr. Yu stated that Mr. Lee provided advice with respect to case strategy and drafted the Plaintiff's Claim with respect to the *Golden Epoch* matter. Mr. Lee sent an e-mail to Mr. Yu with suggestions and information about whether he should sue the defendants in one or two separate claims. Mr. Yu states that he paid Mr. Lee approximately \$3,000 in cash for his services in the *Golden Epoch* matter. He recalls paying Mr. Lee \$800 at his office on one occasion, and \$500 on another. The amounts were paid in cash and there is no documentary record of the payments.

[15] Mr. Lee states that he "wholeheartedly" assisted Mr. Yu and/or Ms. Wong whenever he was asked for assistance with respect to certain problems and issues. He admits that he provided "assistance and teaching" to Mr. Yu with respect to the *Golden Epoch* matter. However, Mr. Lee denies that he told Mr. Yu that he was a lawyer. He denies that he sought any payment from Mr. Yu. According to Mr. Lee, he assisted Mr. Yu because they were friends. According to Mr. Lee, they had been friends in the late 1980's and rekindled their friendship in late 2017.

[16] Mr. Lee denies that he received any payment for his services. He states that there is no documentary evidence of any cash payments that Mr. Yu allegedly paid to Mr. Lee. Mr. Lee notes that of the more than 100 e-mails between Mr. Yu and Mr. Lee, there is no e-mail in which Mr. Yu mentioned that Mr. Lee was charging Mr. Yu fees for his services, beyond reimbursement of expenses.

[17] The LSO states that Mr. Lee's denials with respect to payment for his services is not consistent with the documentation. On November 25, 2017, Mr. Lee e-mailed Mr. Yu stating that the "corporation search fee is \$75.00 and small claims court action currently stands at \$500.00,

\$95.00 of which is the required court filing fee”. Mr. Lee sent a further e-mail on December 7, 2017, to Mr. Yu in which he requests a payment of \$500.00 for “pick-up this afternoon towards 2pm.”

[18] The LSO obtained an affidavit from Nathan Warren who was an articling student at ZLAW Lawyers in 2018. Mr. Warren deposed that on Mr. Lee’s instructions, he assisted Mr. Yu in the *Golden Epoch* trial. Mr. Lee provided instructions with respect to case strategy. Mr. Warren gave evidence that Mr. Yu told him in 2018 that he had retained Mr. Lee and paid him for the legal services. Mr. Warren made a contemporaneous note of a call he had with Mr. Yu on September 27, 2018, in which Mr. Yu stated that he had paid Mr. Lee \$3,000.

[19] Mr. Warren also stated that the *Golden Epoch* matter was not an isolated incident. According to Mr. Warren, he assisted Mr. Lee on “many files” during his articling term for several clients including Mr. Yu. He stated that he worked with Mr. Lee on a total of eight or nine files, including small claims court files, two landlord tenant matters and two *Provincial Offences Act* matters. Mr. Warren could not recall any details with respect to the other files. Mr. Warren did not know at the time he worked on the files that Mr. Lee was no longer a licensee of the LSO.

[20] On January 10, 2022, Mr. Grant wrote to Mr. Lee advising him of the investigation into the complaints made by Mr. Mo and Mr. Yu. Mr. Grant requested Mr. Lee’s response. Mr. Lee responded on January 10 and 11, 2022. He denied holding himself out as a lawyer and stated that he provided services to Mr. Yu on a *pro bono* basis. Mr. Grant continued to update Mr. Lee on the status of the investigations but he did not receive any further responses from Mr. Lee.

THE ISSUES

[21] The following issues will be addressed in this endorsement:

- a. Did Mr. Lee contravene s. 26.1 of the *Act* by providing legal services or holding himself out as being entitled to provide legal services, without a valid licence?
- b. If so, does the “friends and neighbours” exception apply? and
- c. What is the appropriate relief?

ANALYSIS

Issue # 1 - Did Mr. Lee contravene s. 26.1 of the Act by providing legal services or holding himself out as being entitled to provide legal services, without a licence?

Legislative Framework

[22] Section 26.1 of the *Act* prohibits non-licensees, and licensees whose licences have been suspended, from practicing law or providing legal services, or from holding themselves out as persons who may do so. The *Guidelines for Former Paralegals Whose Licences Have Been Revoked*, provide that effective from the date of the order revoking a former paralegal’s licence, the paralegal shall not accept legal work for new clients, or accept legal work for existing clients.

[23] Section 1 of the *Act*, defines the provision of legal services as follows:

Provision of legal services

(5) For the purposes of this *Act*, a person provides legal services if the person engages in conduct that involves the application of legal principles and legal judgment with regard to the circumstances or objectives of a person.

Same

(6) Without limiting the generality of subsection (5), a person provides legal services if the person does any of the following:

1. Gives a person advice with respect to the legal interests, rights or responsibilities of the person or of another person.
2. Selects, drafts, completes or revises, on behalf of a person,

[...]

- vi. a document that affects the legal interests, rights or responsibilities of a person, other than the legal interests, rights or responsibilities referred to in subparagraphs i to v, or
 - vii. a document for use in a proceeding before an adjudicative body.
3. Represents a person in a proceeding before an adjudicative body.
 4. Negotiates the legal interests, rights or responsibilities of a person.

Representation in a proceeding

(7) Without limiting the generality of paragraph 3 of subsection (6), doing any of the following shall be considered to be representing a person in a proceeding:

1. Determining what documents to serve or file in relation to the proceeding, determining on or with whom to serve or file a document, or determining when, where or how to serve or file a document [...]

[24] Under s. 26.3 of the *Act*, where a person has contravened s. 26.1, the LSO may make application to the court for an order to permanently enjoin the person from providing unauthorized legal services or practicing law.

Did Mr. Lee Provide Legal Services Contrary to the Act?

[25] The *Act* provides that a person provides legal services if the person engages in legal principles and legal judgment with regard to the circumstances or objectives of a person. I am satisfied that the evidence establishes that Mr. Lee provided the following legal services to Mr. Yu and Ms. Wong after his licence had been revoked:

- (a) Drafting and revising the Plaintiff's Claim in the *Golden Epoch* matter;
- (b) Advising Mr. Yu about the merits of his action and the proper mode of proceeding;
- (c) Determining the documents to serve and file in the *Golden Epoch* matter; and
- (d) Writing demand letters to Mr. Mo and CTCMPA.

[26] Mr. Yu and Ms. Wong state that Mr. Lee held himself out to them that he was authorized to provide legal services. He also held himself out to Mr. Warren that he was a licenced paralegal. There is no credible evidence that Mr. Lee advised them that his paralegal licence had been revoked.

[27] I conclude that Mr. Lee offered to provide legal services and thereby held himself out as a lawyer. As stated in *Law Society of Upper Canada v. Poonai*, 2007 ONLSHP 35:

[16] [...] When a man says in effect, I am not a lawyer but I will do the work of a lawyer for you he is offering his services as a lawyer, and offering his services as a lawyer he is holding himself out as a lawyer even though he makes it clear that he is not a properly qualified lawyer. [...]

[28] I also conclude that after his paralegal licence had been suspended, Mr. Lee provided legal services to Mr. Yu and Ms. Wong with respect to the dispute with Mr. Mo and the *Golden Epoch* matter. Mr Lee does not strongly dispute that he provided legal services to Mr. Yu and Ms. Wong. However, he states that the “friend and neighbour” exemption applies.

Issue # 2 – Does the “friends and neighbour” exception apply?

[29] Section 30 of By-Law 4 sets out the classes of persons, who without a licence, may provide certain legal services. The person providing certain legal services must meet all of the following conditions:

- (i) Whose profession or occupation is not and does not include the provision of legal services or the practice of law;
- (ii) Who provides the legal services only for and on behalf of a friend or a neighbour;
- (iii) Who provides the legal services in respect of not more than three matters per year; and
- (iv) Who does not expect and does not receive any compensation, including a fee, gain or reward, direct or indirect, for the provision of legal service.

[30] Mr. Lee argues that he complied with the by-law and that all four conditions are met. He states that he provided legal services to Ms. Wong and Mr. Lee who were friends at the time. He denies that he received any payment for his services.

[31] The LSO argues that the friend and neighbour exemption is not available to any person whose licence has been revoked. To permit a revoked former licensee to provide legal services in any capacity would defeat or undermine the purpose of the revocation order.

[32] Section 30 of By-Law 4 provides that individuals can act on behalf of “friends and neighbors” but only if their profession or occupation is not, and does not, include the provision of legal services or the practice of law. Mr. Lee was a licenced paralegal. Once his licence was revoked, Mr. Lee could not provide any legal services of any kind, including legal services to “friends and neighbours”. As noted in *Law Society of Upper Canada v. Isaac* 2017 ONLSTH 161 (CanLII):

[73] While it is true that a suspended licensee is more restricted with regard to representing other persons (including family members) than a non-licensee might be, we agree with the Law Society that this is the intention of the Legislature and Convocation. As in this case, a suspension results from a determination that the licensee has failed in some way to meet, or to comply with, the standards expected of licensees. In suspending a licensee who has failed to meet that requirement, the Law Society fulfills its mandate of regulating the legal profession in the public interest, including ensuring that all licensees adhere to certain standards. Permitting a suspended lawyer to appear in the Small Claims Court or to provide other legal services such as those that non-licensees are permitted to do, would defeat the very purpose of the suspension, and would allow the suspended lawyer to “... do through the back door what he is not permitted to do through the front door.” *RBC v. Ji*, at para. 23, quoting *Scarlett v. Farrell*, 2014 ONCJ 194, at paras. 38-39.

[33] The LSO argues that the rationale for not permitting suspended licensees from providing legal services under the “friends and neighbour” exception applies equally with respect to former licensees who have had their licences revoked. I agree.

[34] I am satisfied on the evidence before me that Mr. Lee provided legal services after his licence was revoked. I am also satisfied that as a paralegal with a revoked licence he was unable to provide any legal services, even to friends and neighbours. In any event, I find that Mr. Lee did not meet all of the conditions to meet the “friends and neighbours” exception.

[35] To satisfy the “friends and neighbour” exception, Mr. Lee must satisfy all four conditions. One of the conditions is that Mr. Lee must not provide legal services in respect of more than three matters per year. According to Mr. Warren, he assisted Mr. Lee on 8 or 9 matters in the first 9 months of 2018.

[36] There is also evidence that Mr. Lee was paid for the provision of legal services. Mr. Yu deposed that he paid cash to Mr. Lee. Mr. Yu’s evidence is corroborated by Mr. Warren who testified that Mr. Yu told him that he paid Mr. Lee for his services. Mr. Warren’s evidence is confirmed in a contemporaneous note dated September 27, 2017. The payment for legal services is also consistent with the e-mail exchange in November and December 2017, in which Mr. Lee requested payment of an amount that is in addition to the corporation search and court filing fees.

[37] I conclude that Mr. Lee has not established all four conditions of the “friends and neighbour” exception.

Issue #3 - What is the appropriate relief?

[38] The LSO brings this Application for a permanent injunction restraining Mr. Lee from practicing law or providing legal services in Ontario and from holding himself out as, or representing himself to be, a person who may practice law or provide legal services in Ontario.

[39] Section 26.3(1) of the *Act* provides that where a person has contravened s. 26.1 of the *Act*, the Superior Court of Justice may issue a permanent injunction restraining the person from providing unauthorized legal services or practicing law. An injunction brought pursuant to s. 26.3(1) is a public interest injunction, to prevent unauthorized persons from practicing law: *The Law Society of Upper Canada v. Chiarelli*, 2013 ONSC 1428, aff'd 2014 ONCA 391, at para. 15.

[40] The following legal principles are to be applied in determining whether to grant a statutory injunction in the public interest:

- (i) The court's discretion is more fettered;
- (ii) An applicant will not have to prove that damages are inadequate or that irreparable harm will result if the injunction is refused;
- (iii) There is no need for other enforcement remedies to have been pursued; and
- (iv) The court retains a discretion as to whether to grant injunctive relief. Hardship from the imposition and enforcement of an injunction will not generally outweigh the public interest in having the law obeyed: *Canada v. IPSCO Recycling Inc.*, 2003 F.C. 1518, at para. 51.

[41] The LSO has an important role in protecting the public from the unauthorized practice of law. The public interest in preventing the unauthorized practice of law to protect the public is the most important factor for the court to consider when determining whether to grant a statutory injunction: *The Law Society of Upper Canada v. Chiarelli*, 2014 ONCA 391, at paras. 22-26.

[42] Here, Mr. Lee provided legal services to Mr. Yu and Ms. Wong after his paralegal licence had been revoked. For the reasons set out above, I am satisfied that Mr. Lee breached s. 26.1 of the *Act*, by providing legal services or holding himself out as being able to provide legal services. I find that the LSO is entitled to an injunction pursuant to s. 26.3 of the *Act* to permanently restrain Mr. Lee from practicing law or providing legal services in Ontario or holding himself out as, or representing himself to be, a person who may practice law or provide legal services in Ontario.

DISPOSITION

[43] For the reasons set out above, I conclude as follows:

- (a) Mr. Lee provided legal services or held himself out as a person who could provide legal services to Mr. Yu and Ms. Wong;
- (b) The legal services were provided after Mr. Lee's paralegal license had been revoked;
- (c) A paralegal with a revoked licence is not permitted to provide legal services in any circumstances: *LSO v. Isaac*;

- (d) In any event, Mr. Lee failed to establish that the “friend and neighbour” exception applied because he provided services in more than three matters in one year, and was paid by Mr. Yu and/or Ms. Wong for his services; and
- (e) That it is in the public interest to restrain a person with a revoked paralegal licence from providing legal services.

[44] I find that the LSO is entitled to the relief sought. I grant a permanent injunction restraining Mr. Lee, and any company or business entity controlled by him from practicing law and providing legal services in Ontario or holding himself out as a person authorized to do so.

[45] The LSO is successful on this Application and is presumptively entitled to its costs. If the parties are unable to agree, the costs issue will proceed in writing. The LSO may deliver its written cost submissions consisting of no more than 5 typewritten pages excluding the bill of costs or offers to settle, within 15 days of the date of this endorsement. Mr. Lee may deliver his written costs submissions in response, and on the same basis, within 15 days of receiving the LSO’s cost submissions.



Chalmers J.

Date: April 17, 2024