IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation: *Simpson v. League and Williams Law Corporation*, 2026 BCSC 605

Date: 20260408
Docket: 2512302
Registry: Victoria

Between:

David Simpson

Plaintiff

And:

League and Williams Law Corporation, Darren Williams, Joji Kawaguchi, Donald J. Renaud Law Corporation, Donald J. Renaud, and Mark Berry

Defendants

Before: Associate Judge Harper

Reasons for Judgment

The Plaintiff, appearing in person:	D. Simpson
Counsel for the Defendants Donald J. Renaud Law Corporation, Donald J. Renaud, and Mark Berry:	J. Corbett
Place and Date of Hearing:	Victoria, B.C. March 10, 2026
Place and Date of Judgment:	Victoria, B.C. April 8, 2026

Overview

[1] The plaintiff, David Simpson, brings this action against lawyers who represented him in a personal injury lawsuit arising from an explosion (according to Mr. Simpson) or a flash fire (according to the defendant manufacturer) in a gas range in Mr. Simpson's home. I will refer to the defendant law firms as "League and Williams" and "Renaud".

[2] Mr. Simpson was represented over the course of the personal injury litigation by four separate law firms. League and Williams was the third law firm and Renaud was the fourth.

[3] While Renaud was counsel for Mr. Simpson, the claim was settled in around March, 2025 for $4,118,871.02 including costs and disbursements and taxes. Mr. Simpson alleges in this action that the lawyers failed in various ways to represent him properly.

[4] The fee arrangement between Mr. Simpson and Renaud was governed by a contingency fee agreement (CFA). Renaud rendered a revised statement of account dated April 15, 2025 for $888,947.87 which reflected a discount from the 30% allowed by the CFA to 25%, plus an additional discount of $90,000. The revised statement of account sets out the disbursements charged (including a discount on disbursements) and taxes. The total fee account was $995,621.61.

[5] Following the settlement of Mr. Simpson's personal injury claim, Renaud and the three other law firms agreed following a mediation that the fee allocation, including taxes, would be as follows:

Renaud	$600,000.00
League and Williams	$235,621.61
Acheson Sweeney Foley Sahota	$150,000.00
Preszler Law Group	$20,000.00

Total	$995,621.61

[6] Mr. Simpson has commenced proceedings under the *Legal Profession Act*, S.B.C. 1998, c. 9 [*LPA*] for a review of the legal fees charged by Renaud (VI 2511724) and League and Williams (VI 2613382). I understand that Mr. Simpson has filed an appointment for a review of the legal fees of Acheson, Foley, Sahota and possibly Preszler Law Group.

[7] At a pre-hearing conference held November 20, 2025 in the *LPA* proceeding regarding Renaud's bills, Associate Judge Nielsen (sitting as a registrar) made the following orders:

(a) Mr. Simpson to advise in writing the dispute with the CFA, the account and the outstanding document requests by December 3, 2025;

(b) Renaud to respond to Mr. Simpson's disputes by December 22, 2025;

(c) The hearing to be set for two days commencing May 4, 2026 on the assize;

(d) Renaud to deliver its affidavit of justification by April 24, 2026.

[8] Associate Judge Nielsen further ordered that Renaud could seek an order in this action for a stay of the *LPA* review pending determination of the professional negligence claim.

[9] In his affidavit sworn November 12, 2025, Mr. Simpson sets out the result he seeks in the *LPA* review:

(a) cancel the contingency fee agreement; or

(b) order a *quantum meruit* assessment of fees between 5 and 10 percent of net proceeds (15% maximum); and

(c) direct accounting adjustments and interest as detailed in the Master Submission to the Registrar.

The Application

[10] Renaud seeks a stay of the *LPA* review pending the determination of the professional negligence claim. League and Williams filed an application response taking no position. League and Williams did not bring their own application for a stay because Mr. Simpson filed the appointment for the *LPA* review of League and Williams's fees on February 4, 2026 which was after the date the application was filed by Renaud.

[11] The application for a stay of the *LPA* review is brought pursuant to Rule 12-1(9) of the *Supreme Court Civil Rules*:

> (9) The court may
>
> (a) order the adjournment of a trial,
>
> (b) fix the date of trial of a proceeding,
>
> (c) fix the date of trial of an issue in a proceeding, or
>
> (d) order that a trial take precedence over another trial.

[12] The preliminary issue is whether Rule 12-1(9) applies to a situation where a party seeks an order in a tort action to stay an *LPA* review. Counsel for Renaud was unable to provide any published case authorities that address the specific fact situation of this application. In my view, it is open to the registrar at a pre-hearing conference to stay an *LPA* review pursuant to Rule 12-6(5)(f) using the authority to give directions for the conduct of a registrar's hearing respecting "any other matter that may assist in the just and efficient determination of the issues". However, the relative informality of a pre-hearing conference does not lend itself to a Chambers-application-style hearing. It is not unprecedented to have parallel *LPA* reviews and professional negligence actions. When a client and former lawyer agree at a PHC that the *LPA* review be stayed pending the outcome of the tort claim against the former lawyer, reasons for judgment, of course, are not issued because the order is made by consent.

[13] I am satisfied that I have jurisdiction to hear the application. I characterize the application as being pursuant to Rule 12-1(9)(d) which permits an order that the trial of the professional negligence action takes precedence over the hearing of the *LPA* review, although, admittedly, the hearing of the *LPA* review is not a "trial" per se. If the distinction between "trial" and "hearing" creates a jurisdictional impediment, I would also find authority in sub-rule (b) which permits the court to fix the date of trial which could be a date that is before the date of the hearing of the *LPA* review.

Discussion

[14] The rationale for a stay is that the issues in the *LPA* review and the professional negligence action are inextricably connected; there is a risk of inconsistent findings by the registrar and the trial judge; and there is a lack of judicial economy in having two proceedings.

[15] Mr. Simpson prepared a document that he named Pre-Conference Summary Handout which is attached as an exhibit to his affidavit sworn November 12, 2025 in which he raises concerns about accounting, but also alleges conduct that amount to professional negligence. In the professional negligence action, Mr. Simpson criticizes the actions of Renaud in similar terms.

[16] There is significant overlap in the allegations Mr. Simpson makes in both proceedings as set out in detail in the notice of application.

[17] The overlap between the two proceedings can be seen by Mr. Simpson's summary of his position in the Pre-Conference Summary Handout:

> Overall, counsel's actions – releasing co-defendants, narrowing liability, and failing to integrate medical, economic, and engineering evidence – eroded the evidentiary foundation of the claim, reduced damages, and created a self-perpetuating cycle of delay and control that undermined both the client's position and the fairness of the contingency fee agreement now under review.

[18] The *LPA* review does raise some issues that are unique to an *LPA* review that do not cross over into a negligence claim. For instance, Mr. Simpson has concerns about some of the disbursements.

[19] Mr. Simpson wishes to proceed with the *LPA* review partly because of the length of time lawsuits take to resolve. The *LPA* review is scheduled for two days commencing May 4, 2026 on the assize, obviously well before any trial date for the professional negligence action.

[20] If the *LPA* review is stayed, Mr. Simpson seeks case management in order to move all the *LPA* reviews and the professional negligence claim forward.

[21] On March 12, 2026 (two days after the hearing of this application), I presided as registrar over a pre-hearing conference in the *LPA* review involving League and Williams. I adjourned the pre-hearing conference because I was of the view that Mr. Simpson and the four law firms involved should consider whether all of the *LPA* reviews be heard together, and second, because my reasons on this application were under reserve and might have an impact on the League and Williams *LPA* review.

[22] At the pre-hearing conference on March 12, Ms. Simpson (who assisted Mr. Simpson with his oral submissions) referred back to the within application and suggested that the Renaud *LPA* review be stayed pending a judicial settlement conference regarding the professional negligence claim and the fee dispute; or, move forward with the *LPA* review and have the findings of the registrar be without prejudice to the findings of the trial judge. I did not find it necessary to ask Mr. Corbett for his response to these new submissions. Although I appreciate Ms. Simpson’s attempts to find workable solutions for moving resolution of all issues forward, neither of the proposals is viable. Renaud has denied liability in this action and if Renaud wishes to participate in a judicial settlement conference, their views should be obtained. As to a ruling that the findings of the registrar be made without prejudice to the findings of the trial judge, it would do the parties no good to have competing findings even on a without prejudice basis because of the overriding consideration of the need to avoid the risk of inconsistent findings of fact or law.

[23] In my view, a stay of the *LPA* review pending determination of the professional negligence action is required. The risk of inconsistent judicial

determinations on the same or similar facts is to be avoided. Similarly, a multiplicity of proceedings should be avoided. See the *Law and Equity Act*, R.S.B.C. 1996 c. 253, s. 10:

> 10 In the exercise of its jurisdiction in a cause or matter before it, the court must grant, either absolutely or on reasonable conditions that to it seem just, all remedies that any of the parties may appear to be entitled to in respect of any legal or equitable claim properly brought forward by them in the cause or matter so that, as far as possible, all matters in controversy between the parties may be completely and finally determined and all multiplicity of legal proceedings concerning any of those matters may be avoided.

[24] Mr. Simpson says that the *LPA* review will narrow the issues in the professional negligence action. I agree with Mr. Simpson to the extent that Renaud's response to the issues raised in the *LPA* review will be relevant in the professional negligence action and will serve to speed up the discovery process. In the document entitled "Issues with the Lawyer's Bill" that Mr. Simpson provided in accordance with the order of Associate Judge Nielsen, Mr. Simpson raises issues that I think fall within the typical *LPA* review parameters. These are: disbursement overcharges, interest award not itemized or properly allocated, and client-paid disbursements, discounts and special damages. The issues that Mr. Simpson identifies in this document called "Fairness and Reasonableness of the Contingency Fee" involve issues that overlap with the professional negligence claims. Mr. Renaud should respond to all of Mr. Simpson's concerns in his affidavit of justification. (There is nothing to preclude any other lawyer who had conduct of the file from providing their affidavit of justification in addition to Mr. Renaud.)

[25] The application record for this application contained an affidavit of Mr. Renaud sworn January 30, 2026 in the *LPA* proceeding. I do not know whether Mr. Renaud has provided his affidavit of justification as ordered by Associate Judge Nielsen. The due date for that affidavit is not until April 24, 2026, so I assume that it has not been prepared. In my view, it will be helpful to the parties in both the *LPA* proceeding and the professional negligence action to have Mr. Renaud's affidavit of justification, although the deadline should be extended.

[26] League and Williams has not brought its own application for a stay of the *LPA* proceeding against them. I suggest that Mr. Simpson or Mr. Corbett provide a copy of these reasons to League and Williams so they can determine next steps. I am not seized of any further applications in this action or in any of the related *LPA* proceedings.

Conclusion

[27] I make the following orders:

a) Renaud will file and deliver its affidavit, or affidavits, of justification by May 15, 2026;

b) Immediately following the date of the delivery of the affidavit, or affidavits, of justification, the *LPA* proceeding will be stayed pending the determination of the professional negligence action against Renaud, Mr. Renaud and Mr. Berry;

c) The evidence provided by either party in the *LPA* proceeding up to and including the date of delivery of the affidavit, or affidavits of justification, may be used in the professional negligence action, subject to the discretion of the trial judge hearing the professional negligence action;

d) Either party has leave to apply for an order varying or vacating this order if the professional negligence action does not proceed expeditiously;

e) Costs will be in the cause.

"Associate Judge Harper"