

Citations Authorized: October 18, 2018 and May 2, 2019  
Citation Issued: October 30, 2018 and May 28, 2019 (amended May 29, 2019)

**THE LAW SOCIETY OF BRITISH COLUMBIA**

IN THE MATTER OF THE *LEGAL PROFESSION ACT*, S.B.C. 1998, C. 9

AND

A HEARING CONCERNING

**GLEN CAMERON TEDHAM**

RESPONDENT

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**RULE 4-29 ADMISSION OF MISCONDUCT**

**AND UNDERTAKING TO DISCIPLINE COMMITTEE**

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1. On January 30, 2020, the Discipline Committee considered and accepted a proposal submitted by the Respondent under Rule 4-29 of the Law Society Rules.
2. Under the proposal, the Respondent admitted misconduct as alleged in citations authorized against him on October 18, 2018 and May 2, 2019 (together, the “**Citations**”).
3. Under the Rule 4-29 proposal, the Respondent undertook that for a period of twelve (12) years from February 3, 2020, he would not:
  - a) engage in the practice of law in British Columbia with or without the expectation of a fee, gain or reward, whether direct or indirect, until such time as he may again become a member in good standing of the Law Society of British Columbia (the “**Law Society**”);
  - b) apply for re-admission to the Law Society or elsewhere within Canada;
  - c) apply for membership in any other law society (or like governing body regulating the practice of law) without first advising in writing the Law Society;
  - d) permit his name to appear on the letterhead of, or otherwise work in any capacity whatsoever for, any lawyer or law firm in British Columbia, without obtaining the prior written consent of the Discipline Committee of the Law Society(the “**Undertaking**”).

4. In making its decision, the Discipline Committee considered two Notices to Admit issued pursuant to Rule 4-28 of the Law Society Rules. The first Notice to Admit dated July 29, 2019 was in respect of the allegations in the Citation authorized October 18, 2018 and issued October 30, 2018 (“**Citation #1**”). The Respondent was deemed to have admitted the truth of the facts in that Notice to Admit pursuant to Rule 4-28. The second Notice to Admit dated January 16, 2020 was in respect of the allegations in the Citation authorized May 2, 2019 and issued May 28, 2019 (amended May 29, 2019) (“**Citation #2**”). The Respondent admitted to the truth of the facts described in this Notice to Admit on January 24, 2020. The Discipline Committee also considered evidence of the Respondent’s significant health conditions from an appropriately qualified medical expert, as well as his professional conduct record which includes limitations placed on the Respondent in his Articles and in practice.
5. As a result, the Citations are now resolved and the Respondent’s admissions of professional misconduct will be recorded on his professional conduct record.
6. The Respondent has acknowledged that pursuant to Rule 4-29(5) of the Law Society Rules, his Undertaking not to practise law means that he is a person who has ceased to be a member of the Law Society as a result of disciplinary proceedings, and that section 15(3) of the *Legal Profession Act* applies to him.
7. The Respondent has admitted to the truth of all of the facts contained in the Notices to Admit pertaining to the Citations. In general, the allegations in the Citations pertain to (a) misappropriation of monies from clients and a law firm; (b) knowingly making false or misleading representations; (c) other dishonest or misleading conduct including fabricating a client’s email address and an email from a client, taking and using someone else’s financial information without that person’s knowledge or consent, and failure to account to his law firm for receipt and disbursement of retainer funds; (d) breaches of trust accounting Rules 3-58(1), 3-64, 3-65(2), 3-67(2) and 3-72; (e) depositing money into a personal account before rendering a bill for legal services; (f) acting in a conflict of interest; and (g) engaging in the practice of law while suspended.

## **I. Member Background**

8. The Respondent applied for enrolment as an articled student with the Law Society in June 2013. He was the subject of a hearing by the Credentials Committee considering his application for enrolment. In its decision issued August 7, 2014 and indexed as *Re Tedham*, 2014 LSBC 34, the hearing panel found the Respondent was fit to be an articled student, but imposed limitations and conditions effective during his articles and following call and admission. The Respondent articulated at a firm practising family law from September 2014 to August 2015.

9. The Respondent was called to the Bar on August 21, 2015 on the condition that he continue to be bound by the conditions imposed on him during his articles for three years following his call and admission (meaning until August 2018).
10. On September 1, 2015, the Respondent moved to a small firm in Vancouver, Kerfoot Burroughs LLP (“**Kerfoot Burroughs**”) and remained there until July 31, 2017. He then joined another small firm in Vancouver, DG Barristers, in about August 2017.
11. On February 9, 2018, the Respondent was administratively suspended from the practice of law pursuant to Law Society Rule 3-6 for failure to produce requested documents and information during the course of the investigation. Mr. Tedham was advised of the suspension on the same day.
12. Since January 1, 2019, the Respondent has been a former member of the Law Society as his membership lapsed due to non-payment of fees.

## **II. Citation Authorized October 18, 2018 and Issued October 30, 2018 (“Citation #1”)**

13. Citation #1 contains eight allegations of professional misconduct concerning seven clients and two third-party loan companies. The Respondent admitted to the professional misconduct alleged. His admissions are summarized below.

### **A. Allegation 7: Loan Application to B. Inc. (October 2015)**

14. The Respondent admitted that on approximately October 28, 2015, he submitted one or more loan applications in the name of an individual, DT, to a company, B. Inc. and received \$11,000 from B. Inc. in response. In doing so, he
  - a) falsely represented to B. Inc. that he was the applicant, DT;
  - b) applied for a loan in DT’s name without DT’s knowledge or consent; and
  - c) acted in a conflict of interest contrary to Rule 3.4-26.1 of the *Code of Professional Conduct for British Columbia*.
15. The Respondent admitted that this conduct constituted professional misconduct, contrary to section 38(4) of the *Legal Profession Act*.
16. In particular, the Respondent admitted the following:
  - a) In October 2015, he was in dire financial straits and needed money urgently.
  - b) That same month the Respondent applied for an \$11,000 loan from and entered into a loan agreement with B. Inc. in DT’s name, in which he falsely represented

that he was the applicant, DT. The Respondent carried this out without DT's knowledge or consent.

- c) The Respondent received the \$11,000 loan on October 28, 2015.
- d) At the time the Respondent applied for this loan, he knew and understood that B. Inc. believed it was dealing with and making a loan to DT.

**B. Allegation 8: Loan Application to MF (November 2015)**

- 17. The Respondent admitted that on approximately November 24, 2015, he submitted one or more loan applications in the name of DT to MF and received a total of \$3,300.00 from MF in response. In doing so, he
  - a) falsely represented to MF that he was the applicant DT;
  - b) applied for a loan in the name of DT without DT's knowledge or consent; and
  - c) acted in a conflict of interest contrary to rule 3.4-26.1 of the *Code of Professional Conduct for British Columbia*.
- 18. The Respondent admitted that this conduct constituted professional misconduct, contrary to section 38(4) of the *Legal Profession Act*.
- 19. In particular, the Respondent admitted the following:
  - a) On about November 24, 2015, he submitted loan applications in DT's name to a company or companies, MF(s), in the amount of \$3,300 and received a loan in that amount.
  - b) The Respondent communicated with MF using an email account he fabricated, which purported to be DT's email, but was not.
  - c) The Respondent did this knowing MF believed they were dealing with and making a loan to DT. The Respondent made the loan application to MF without DT's knowledge or consent.

**C. Allegation 2: Representation of "EA" (June 5, 2016 to July 14, 2016)**

- 20. The Respondent admitted that between approximately June 5, 2016 and July 14, 2016, in the course of representing EA in relation to a tenancy dispute matter, he
  - a) misappropriated the sum of \$2,000 received from his client on June 5, 2016 as a retainer, by depositing the funds into his personal account when not entitled to those funds;

- b) failed to deposit \$2,000 received from his client as retainer funds into a pooled trust account as soon as practicable, contrary to Rule 3-58(1) of the Law Society Rules;
  - c) created and delivered a bill dated July 4, 2016 in the amount of \$6,006.31 for fees and disbursements in which he represented the bill had been issued through Kerfoot Burroughs and that he held \$2,000 in trust, when he knew or ought to have known that those representations were false or misleading;
  - d) failed to account to Kerfoot Burroughs for the receipt and disbursement of a total of \$6,000 received on behalf of his client; and
  - e) failed to record the receipt of funds as required by Rules 3-67(2) and 3-72 of the Law Society Rules.
21. The Respondent admitted that this conduct constituted professional misconduct, contrary to section 38(4) of the *Legal Profession Act*.
22. In particular, the Respondent further admitted that:
- a) On about June 5, 2016, he requested that his client, EA, send a \$2,000 retainer via Interac e-transfer. EA did so the same day.
  - b) He deposited the \$2,000 retainer into his personal account, despite the fact he knew these funds should have gone into trust as client retainer funds.
  - c) By the following day, he had spent the retainer, leaving a marginal balance in his personal account. At no point prior to this did the Respondent either render an invoice to EA for fees owing on account of legal services provided or provide sufficient legal services to justify disbursing these funds.
  - d) The Respondent's actions were primarily motivated by the fact he was struggling financially and wanted to alleviate his financial burden.
  - e) On about July 4, 2016 he created an invoice purporting to be a final statement in a file in the amount of \$6,006.31 and delivered that invoice to his client EA on the same day via email.
  - f) Through the invoice, the Respondent knowingly and falsely represented to his client that the bill had been issued through Kerfoot Burroughs and its accounting software, when in fact it was issued on his own.

- g) The Respondent also knowingly and falsely represented to his client through the invoice that the firm held \$2,000 in retainer funds on the client's behalf, when in fact it did not.
- h) At the time he delivered the invoice to EA on July 4, 2016, he suggested an e-transfer would be the most convenient means for payment of the invoice.
- i) EA then transferred \$4,000 to the Respondent via e-transfer in payments made on July 12, 2016 and July 14, 2016. The Respondent deposited these payments to his personal account, without having provided sufficient legal services to justify the deposit.
- j) In doing so the Respondent failed to account to Kerfoot Burroughs for receipt and disbursement of any portion of the \$6,000 total received on his client's behalf, nor did he record receipt of any of the \$6,000 received.

**D. Allegation 6: Representation of "BF" (July 2016 to December 2016)**

- 23. The Respondent admitted that between approximately July 2016 and December 2016, in the course of representing BF in relation to a family matter, he
  - a) misappropriated some or all of \$2,500 received from his client, BF, as a retainer by depositing the funds into his personal account when he was not entitled to those funds;
  - b) failed to deposit some or all of the retainer funds into a pooled trust account as soon as practicable, contrary to Rule 3-58(1) of the Law Society Rules;
  - c) failed to account to Kerfoot Burroughs for the receipt and disbursement of the retainer funds; and
  - d) failed to record the receipt of the funds as required by Rules 3-67(2) and 3-72 of the Law Society Rules.
- 24. The Respondent admitted that this conduct constituted professional misconduct, contrary to section 38(4) of the *Legal Profession Act*.
- 25. In particular, the Respondent admitted the following:
  - a) Between about July and December 2016, while a lawyer at Kerfoot Burroughs, he personally received a total of \$2,500.00 from or on behalf of his client BF. He deposited the \$2,500.00 retainer to his personal bank account.

- b) When the Respondent received the \$2,500.00 retainer into his personal account, he had not rendered a bill for legal services, opened a client file for BF, or performed sufficient services to justify receipt of these funds.
- c) The Respondent failed to deposit the retainer funds to a pooled trust account either as soon as practicable or at all, account to Kerfoot Burroughs for receipt of the retainer, or record receipt of the retainer promptly or at all.
- d) The Respondent was motivated to deposit the \$2,500.00 retainer to his personal account in part because he wanted to relieve his own financial pressures.
- e) By August 16, 2017, he provided a bank draft to Kerfoot Burroughs for the \$2,500.00 which was credited to BF's account.

**E. Allegation 4: Representation of "MK" (September 13, 2016 to September 15, 2016)**

- 26. The Respondent admitted that between approximately September 13, 2016 and September 15, 2016, in the course of representing MK in relation to a film contract, he
  - a) misappropriated some or all of \$5,500 received from his client MK as a retainer by depositing the funds into his personal account when not entitled to those funds;
  - b) failed to deposit some or all of the retainer funds into a pooled trust account as soon as practicable, contrary to Rule 3-58(1) of the Law Society Rules;
  - c) failed to account to Kerfoot Burroughs for the receipt and disbursement of the retainer funds; and
  - d) failed to record the receipt of the funds as required by Rules 3-67(2) and 3-72 of the Law Society Rules.
- 27. The Respondent admitted that this conduct constituted professional misconduct, contrary to section 38(4) of the *Legal Profession Act*.
- 28. In particular, the Respondent admitted the following:
  - a) In about September 2016, he instructed MK to transfer him a retainer of \$5,500. MK did this in two installments of \$1,250 on September 13, 2016 and \$4,250 on September 15, 2016.
  - b) The Respondent deposited these retainer amounts into his personal bank account, rather than to a pooled trust account. After depositing the first retainer instalment of \$1,250, he spent \$892.00 of those funds on the day they were received and the

following day. The Respondent disbursed the \$4,250 portion of the retainer received on September 15, 2016 on the same day it was received.

- c) The Respondent deposited the \$5,500 retainer to his personal account and disbursed the majority of those funds without rendering a bill for legal services, performing sufficient services to justify deposit of the funds.
- d) The Respondent failed to account to Kerfoot Burroughs for receipt and disbursement of the retainer, nor did he record receipt of the retainer promptly or at all.

**F. Allegation 1: Representation of “DG” (January 8, 2018 to March 7, 2018)**

- 29. DG retained the Respondent to act as her lawyer with respect to a family law matter while he was at Kerfoot Burroughs. When the Respondent moved to DG Barristers in August 2017, DG continued to retain him as her lawyer.
- 30. On December 29, 2017, at the Respondent’s request, DG paid a further retainer of \$50,000 into DG Barristers’ trust account.
- 31. The Respondent admitted that between approximately January 8, 2018 and March 7, 2018 in the course of representing DG in relation to a family matter, he
  - a) misappropriated or improperly withdrew some or all of \$50,787.61 in client trust funds by authorizing withdrawals from trust prior to delivering bills to his client or when he knew or ought to have known he had not rendered sufficient legal services to justify the withdrawals, or both, contrary to Rules 3-64 and 3-65(2) of the Law Society Rules;
  - b) created and purported to deliver to his client a bill dated January 8, 2018 in the amount of \$27,680.40 for fees and disbursements which contained representations as to the work performed which he knew or ought to have known were not true;
  - c) created and purported to deliver to his client one or both bills dated February 6, 2018 and February 26, 2018, each in the amount of \$14,272.61, for fees and disbursements which contained representations as to the work performed which he knew or ought to have known were not true;
  - d) created a false email account purportedly belonging to his client to which he sent his bills;
  - e) fabricated an email dated March 2, 2018 purportedly from his client acknowledging receipt of the bill dated January 8, 2018;

- f) made one or more of the following representations to DG Barristers that he knew or ought to have known were false or misleading:
  - g) by email dated March 1, 2018, he represented that his client had an email address [address];
  - h) by email dated March 2, 2018 he represented that a copy of his bill dated January 8, 2018 had been delivered to his client; and
  - i) by email dated March 5, 2018 he represented that a copy of his bill dated March 5, 2018 had been delivered to his client.
32. The Respondent admitted that this conduct constituted professional misconduct, contrary to section 38(4) of the *Legal Profession Act*.
33. The Respondent admitted the following regarding the misappropriation of client trust funds and misrepresentations in the January 8, 2018 invoice:
- a) On January 8, 2018, he created and purported to deliver an invoice of that date in the amount of \$27,680.40 to DG via email. Rather than sending the invoice to DG's actual email address, the Respondent sent it to a different email address which he created (the "**First Fabricated Address**").
  - b) The First Fabricated Address did not belong to DG, nor did she create it. As a result, DG did not receive the January 8, 2018 invoice.
  - c) The Respondent created the First Fabricated Address to persuade DG Barristers that DG had received invoices sent to this address.
  - d) The bill dated January 8, 2018 contained representations regarding the amount of work done which the Respondent knew were not true. In particular, he knew he had fabricated a time entry on January 8, 2018 worth \$4,500.00 in legal fees.
  - e) On January 8, 2018, the Respondent's firm paid \$27,680.40, the amount of the bill, from DG's retainer funds. This left \$23,107.21 in trust.
34. The Respondent admitted the following regarding misappropriation and misrepresentations relating to the February 6, 2018 and February 26, 2018 invoices:
- a) On February 6, 2018, the Respondent created and purported to deliver a bill of that date in the amount of \$14,272.61 to DG at the First Fabricated Address.
  - b) On February 26, 2018, the Respondent created and purported to deliver a reissued version of the bill dated February 6, 2018. This bill was also in the amount of

\$14,272.61, but instead of being sent to the First Fabricated Address the Respondent purported to deliver it to DG at a second email address (the “**Second Fabricated Address**”).

- c) The Respondent created the Second Fabricated Address. It did not belong to DG, nor did she create it. The Respondent did this to persuade DG Barristers that invoices sent to this address had actually been delivered to the client, DG.
  - d) DG did not receive the emails or invoices purportedly delivered to her on February 6, 2018 or February 26, 2018.
  - e) The time entries in the February 6, 2018 and February 26, 2018 bills do not correspond to the Respondent’s timekeeping records for the period of the invoices.
35. The Respondent admitted the following regarding misappropriation and misrepresentations in March 2018:
- a) On February 28, 2018, a lawyer at DG Barristers followed up on an earlier email to the Respondent in which she had requested email account information for DG. This lawyer informed the Respondent that she would not be able to release any trust funds until information was provided and made additional inquiries with the Respondent’s legal assistant seeking confirmation that DG had only one email address.
  - b) The Respondent replied to this request and advised that DG had a few different email addresses, and that he would update and confirm the information the following day.
  - c) On March 1, 2018, the Respondent provided a letter to lawyers at his firm in which he represented that DG had two email addresses. One of these was DG’s actual email address, the other was the Second Fabricated Address the Respondent had created. The Respondent knew this information to be false at the time he sent this letter to these lawyers.
  - d) On March 2, 2018, the Respondent purported to resend the January 8, 2018 bill to DG, this time using the Second Fabricated Address. He knew that this invoice was in fact not being delivered to DG as he had created the Second Fabricated Address himself. In the cover email, the Respondent purported to seek confirmation from his client that her two correct email addresses were those represented to the lawyers at his firm in the March 1, 2018 letter.

- e) On March 2, 2018, the Respondent, impersonating his client, replied from the Second Fabricated Address to his own email. He purported to confirm the accuracy of the two addresses, but that the Second Fabricated Address was preferred. DG was not in fact a party to this email exchange.
  - f) The Respondent then forwarded this email exchange to the lawyer at his firm and on March 2, 2018 DG Barristers transferred \$14,272.61 to the Respondent's law corporation account, leaving a balance of \$8,834.60 in trust.
  - g) The Respondent fabricated this email exchange to persuade DG Barristers to release trust funds to him when he knew it was not authorized.
  - h) On March 5, 2018, the Respondent purported to deliver a further invoice in the amount of \$8,835.04 to DG using the Second Fabricated Address. He knew the invoice had not in fact been delivered to his client. As a result, DG Barristers disbursed \$8,834.60 to the Respondent's law corporation account.
36. In total, \$50,787.61 was transferred from trust to the Respondent's general account. He used these funds for his own purposes when he had not performed sufficient legal services to justify the withdrawals and without delivering underlying invoices to DG.
37. The Respondent's actions were motivated in part by the financial pressures he faced and a desire to keep his law practice afloat.

**G. Allegation 5: Representation of "FB" (January 19, 2018)**

38. The Respondent was FB's counsel in respect of a family law matter while he was a lawyer at Kerfoot Burroughs. He transferred the file with him when he moved to DG Barristers.
39. The Respondent admitted that on approximately January 19, 2018, in the course of representing FB in relation to a family matter, he:
- a) misappropriated some or all of \$3,000.00 received from his client as a retainer by depositing the funds into his general account, when not entitled to those funds;
  - b) failed to deposit some or all of the retainer funds into a pooled trust account as soon as practicable, contrary to Rule 3-58(1) of the Law Society Rules;
  - c) failed to account to DG Barristers for the receipt and disbursement of the retainer funds; and
  - d) failed to record the receipt of the funds as required by Rules 3-67(2) and 3-72 of the Law Society Rules.

40. The Respondent admitted that this conduct constituted professional misconduct, contrary to section 38(4) of the *Legal Profession Act*.
41. Further and in particular, the Respondent admitted the following:
  - a) In about January 2018, FB met with the Respondent at his office to discuss the file. At that time the Respondent requested a further \$3,000 retainer.
  - b) FB paid the Respondent via a cheque dated January 19, 2018 made out directly to the Respondent's law corporation general account.
  - c) The Respondent failed to deposit these funds into a pooled trust account and instead deposited the retainer cheque to his general account without providing an invoice or statement of account to FB. At the time he did this, he had not provided sufficient legal services to justify the deposit.
  - d) The Respondent failed to account to DG Barristers for receipt or disbursement of the retainer funds, nor did he record their receipt promptly or at all.

**H. Allegation 3: Representation of "BW" (March 19, 2018 to March 27, 2018)**

42. The Respondent represented BW in related to a family law matter at Kerfoot Burroughs. He transferred the file with him when he moved to DG Barristers along with some funds held in trust on BW's behalf.
43. Between approximately March 19, 2018 and March 27, 2018, with respect to his client BW, the Respondent:
  - a) misappropriated the sum of \$10,000.00 received from his client as a retainer by depositing the funds into the account of C. Ltd., a company owned and controlled by the Respondent when not entitled to those funds;
  - b) failed to deposit the retainer funds into a pooled trust account as soon as practicable, contrary to Rule 3-58(1) of the Law Society Rules; and
  - c) engaged in the practice of law while suspended, contrary to section 15 of the *Legal Profession Act* or rule 7.1-1 of the *Code of Professional Conduct for British Columbia*, or both, by doing one or more of the following:
    - i) meeting with his client and another lawyer on March 19, 2018 at the office of DG Barristers during which meeting he discussed the next steps on BW file or gave legal advice, or both; and

- ii) requesting a further retainer of \$20,000.00 from BW on March 19 and 20, 2018.

44. In particular, the Respondent admitted the following:

- a) Following his suspension from the practice of law on February 9, 2018, the Respondent asked another lawyer in his office to prepare for and attend a judicial case conference (“JCC”) on BW’s file.
- b) After the JCC had concluded, the Respondent attended at DG Barristers’ office and met with BW and the other lawyer. At this meeting he discussed payment of legal fees with BW, told her about a pending invoice and that there were insufficient funds in trust, and suggested that the client provide a further retainer of \$20,000.00. The client advised she could provide a \$10,000 retainer. The Respondent also discussed next steps in the file with BW, including seeking spousal support.
- c) On March 20, 2018, while he remained suspended from the practice of law, the Respondent email BW an invoice of that date in the amount of \$4,261.53. He again requested a further retainer of \$20,000.
- d) The Respondent failed to advise his client he was suspended from the practice of law either before he requested the March 19, 2018 meeting or the \$20,000 retainer.
- e) On March 27, 2018, BW wired a \$10,000 retainer into the bank account of C. Ltd., a company owned and controlled by the Respondent. The Respondent selected this account to receive the funds as it was an account that remained operational and from which he could move money in and out.
- f) At the time the Respondent received these retainer funds he had suffered a relapse in his medical conditions. The Respondent was in a panic about his financial situation. He subsequently spent the entire retainer without providing any further invoices or legal services to BW.

### **III. Citation Authorized May 2, 2019 and Issued May 28, 2019 (as amended May 29, 2019)**

45. The Respondent admitted to the allegations in Citation #2 which include four allegations of professional misconduct concerning three different clients.

**A. Allegation 3: Representation of “LH” (September 21, 2015 to November 10, 2016)**

46. The Respondent was the responsible lawyer on LH’s file, opened with Kerfoot Burroughs on February 24, 2016.
47. Between September 21, 2015 and November 10, 2016, retainer payments totaling \$17,660 were made by or on behalf of LH via e-transfer to the Respondent at his personal email address. The Respondent admitted to depositing the amounts comprising this retainer directly to his personal bank account, which was not a designated trust account.
48. The Respondent admitted he was required to deposit money received on account of legal services to be performed to a designated trust account, and required to deposit money received on account of legal services already performed to a general account. He failed to do this with any portion of the \$17,660 retainer.
49. The Respondent also failed to inform Kerfoot Burroughs that he had received the \$17,660 retainer or any portion of it, or that he disbursed these funds.
50. The Respondent admitted he failed to record receipt of the client’s \$17,660 retainer either promptly or at all.
51. The Respondent admitted that between approximately September 21, 2015 and November 10, 2016, in the course of representing LH, he misappropriated from Kerfoot Burroughs \$7,322.50 of the \$17,660 client retainer when he was not entitled to those funds. Related to this and in particular, the Respondent admitted that
  - a) between September 21, 2015 and November 10, 2016, he provided legal services valued at \$14,645;
  - b) the terms of the Respondent’s employment arrangement with Kerfoot Burroughs during this period entitled him to 50% of the fees collected from his billings and Kerfoot Burroughs to the other 50%;
  - c) rather than providing Kerfoot Burroughs with all or half of the \$14,645 received from the client on account of legal services performed, the Respondent intentionally took 50% of that amount or \$7,322.50, in respect of which he had no entitlement;
  - d) the Respondent knew he was not entitled to this money and understood that ultimately, \$7,322.50 should have remained with Kerfoot Burroughs;

- e) he received the retainer funds with the intention of hiding their receipt from the law firm and obtaining a benefit greater than that to which he was entitled for the work performed;
  - f) the Respondent was partially motivated by the fact he was struggling financially and trying to make ends meet.
52. The Respondent further admitted to misappropriating \$6,715 of the \$17,660 from the client, LH. He received \$6,760 in three installments as follows: between September 21, 2015 and February 24, 2016 (\$1,400), March 2 and 23, 2016 (\$2,300), and July 29, 2016 and November 10, 2016 (\$3,500). In particular, he admitted the following:
- a) The Respondent received the payments totaling \$6,760 directly to his personal account, which was not a designated Kerfoot Burroughs account.
  - b) The Respondent admitted to intentionally taking \$6,715 of this \$6,760 received from or on behalf of the client and depositing these amounts directly to a personal account within his control when he knew all funds received as a retainer ought to have been deposited with Kerfoot Burroughs in trust.
  - c) The Respondent took the \$6,715 when no or insufficient legal services had been provided, without issuing an invoice in some cases at all or properly through Kerfoot Burroughs, and when he had no entitlement to these funds.
  - d) Although the Respondent received \$6,760 in retainer payments during these periods, the misappropriated amount was slightly less at \$6,715, as the Respondent was owed \$485 on account of legal services performed when he received the payments comprising the \$3,500 fee beginning July 29, 2016.
53. The Respondent admitted to creating and delivering a bill dated February 29, 2016 in the amount of \$2,167.20 for fees and disbursements in which he represented that \$1,400.00 previously received from the client had been deposited into trust, when he knew or ought to have known that those representations were false or misleading. In particular, he admitted the following:
- a) On April 1, 2016, the Respondent emailed LH two statements of account, including a February 29, 2016 bill. It attached a statement of trust which purported to account for a \$3,400 balance in trust consisting of a \$500 cash payment received February 16, 2016, a \$900 e-transfer received February 24, 2016 and a \$2,000 cheque received February 29, 2016.

- b) This February 29, 2016 bill contained representations which the Respondent knew were false, including that the \$500 cash payment and \$900 e-transfer received from LH were deposited into trust.
54. The Respondent further admitted that he created and delivered a bill to LH dated April 1, 2016 in the amount of \$4,367.43 for disbursements and fees in which he made representations which he knew or ought to have known were false. These were that
- a) this invoice dated April 1, 2016 was issued through Kerfoot Burroughs, when in fact the Respondent created this invoice on his own outside of the firm's accounting system;
  - b) \$2,300 previously received from the client had been deposited into trust when in fact none of the amounts provided to the Respondent comprising the \$2,300 had been deposited into trust;
  - c) \$3,523.80 of the bill would be paid from trust, when in fact, as of March 30, 2016, the trust ledger showed no funds were being held in trust for LH
55. The conduct described above in relation to allegation three constitutes professional misconduct pursuant to section 38(4) of the *Legal Profession Act*.

**B. Allegation 4: Representation of "TP" (August 10, 2017)**

56. TP first retained the Respondent in August 2016 while he was a lawyer at Kerfoot Burroughs, to assist with a contested divorce. In July 2017, TP's spouse agreed to an uncontested divorce and TP again retained the Respondent while he was at DG Barristers to finalize the divorce for a flat fee of \$2,000 inclusive of taxes.
57. On July 30, 2017, the Respondent requested \$2,000 be sent to him via an Interac email money transfer at his personal email address.
58. On about August 10, 2017, in the course of representing TP, a client of DG Barristers, the Respondent misappropriated the sum of \$2,000 received from the client as a retainer by intentionally depositing the funds into the account of C.C. Ltd., a company owned and controlled by the Respondent, when he was not entitled to those funds, had not provided any or sufficient legal services, and without issuing an invoice for legal fees in this amount.
59. The account was not a designated pooled trust account. The Respondent failed to deposit retainer funds received from the client into a pooled trust account as soon as practicable, contrary to Rule 3-58(1) of the Law Society Rules.

60. The entirety of this \$2,000 retainer was transferred out of the C.C. Ltd. account on August 11, 2017.
61. The Respondent admitted that he did not account to DG Barristers for receipt of the \$2,000 retainer from TP, nor did he record receipt of this retainer from TP, either promptly or at all, as required by Rules 3-67(2) and 3-72 of the Law Society Rules.
62. The conduct described above in relation to allegation four conduct constitutes professional misconduct, pursuant to section 38(4) of the *Legal Profession Act*.

**C. Allegation 1: Representation of “LS” (February 20, 2018 to March 5, 2018)**

63. LS, also known as LC (“LS”) retained the Respondent to represent her in respect of a divorce matter in about September 2017, shortly after he joined DG Barristers.
64. The Respondent knew that as of February 9, 2018, he was suspended from the practice of law and prohibited from practising law.
65. The Respondent further admitted that between approximately February 20, 2018 and March 5, 2018, he engaged in the practice of law while suspended contrary to section 15 of the *Legal Profession Act* or Rule 7.1-1 of the *Code of Professional Conduct for British Columbia*, or both, by
  - a) exchanging text messages with LS in which the Respondent discussed the next steps on her file and gave legal advice; and
  - b) requesting a further retainer of \$15,000 from LS in text messages on February 20, 2018.
66. The Respondent admitted that he was practising law while suspended by interacting with LS between February 20, 2018 and March 5, 2018 to request a further retainer, advise on next steps on the file and provide legal advice. He further admitted that he knew LS was unaware he had been suspended from the practice of law during this time and that at no time did he advise LS of this fact.
67. This conduct described above in relation to allegation one constitutes professional misconduct pursuant to section 38(4) of the *Legal Profession Act*.

**D. Allegation 2: Representation of “LS” (February 20, 2018 to March 5, 2018)**

68. Further and with respect to LS, the Respondent admitted that between February 20, 2018 and March 5, 2018, he misappropriated a \$15,000 retainer received from this client by

depositing the funds into his personal account, which was not a designated pooled trust account or authorized DG Barristers account of any kind, when not entitled to them.

69. In particular, the Respondent admitted that he intentionally deposited this retainer to his personal account when he had not provided any or sufficient legal services and without issuing an invoice for legal fees in this amount. The Respondent knew he was not entitled to the \$15,000 retainer when he took it and deposited the funds to an account activated after his suspension from the practice of law.
70. The Respondent failed to deposit the \$15,000 retainer to a pooled trust account as soon as practicable or at all, contrary to Rule 3-58(1) of the Law Society Rules.
71. The Respondent failed to account to DG Barristers for receipt of the \$15,000 in retainer funds received from or on behalf of LS.
72. The Respondent failed to record his receipt of LS's retainer funds promptly or at all, as required by Rules 3-67(2) and 3-72 of the Law Society Rules.
73. The conduct described above in relation to allegation two constitutes professional misconduct, pursuant to section 38(4) of the *Legal Profession Act*.

#### **IV. Medical Issues and other Mitigating Circumstances**

74. During the investigation into Citation #1, the Respondent advised Law Society staff that he had suffered a relapse in his medical conditions in November 2017 which was ongoing until early May 2018.
75. The Respondent provided the Law Society with one medical report based on an independent medical evaluation by an appropriately qualified physician. The report reviews the Respondent's medical and personal background and diagnoses him with several severe medical conditions which do not justify, but assist in explaining the Respondent's misconduct.
76. The Respondent has accepted responsibility for his misconduct set out in Citation #1 and Citation #2, by admitting the truth of all of the facts in the Notices to Admit pertaining to these Citations.