

Citation Authorized: December 5, 2019
Citation Issued: December 18, 2019
Citation Amended: April 27, 2021

THE LAW SOCIETY OF BRITISH COLUMBIA

IN THE MATTER OF THE *LEGAL PROFESSION ACT*, SBC 1998, c. 9

BETWEEN:

THE LAW SOCIETY OF BRITISH COLUMBIA

AND:

AMANDA JANE ROSE

RESPONDENT

**RULE 4-29 ADMISSION OF MISCONDUCT
AND UNDERTAKING TO THE DISCIPLINE COMMITTEE**

1. On September 23, 2021, 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 a citation authorized December 5, 2019, and amended April 27, 2021 (the “Citation”).
3. Under the proposal, the Respondent undertook to the Chair of the Discipline Committee of the Law Society of British Columbia (the “Law Society”) that for a period of fifteen (15) years from October 1, 2021, she will:
 - (i) not 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 she may again become a member in good standing of the Law Society of British Columbia;
 - (ii) not apply for re-admission to the Law Society or elsewhere in Canada;
 - (iii) not 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; and
 - (iv) not permit her 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.

4. In making its decision, the Discipline Committee considered a Notice to Admit dated May 4, 2021 (deemed admitted as of May 25, 2021), and a letter to the Chair of the Discipline Committee in which the Respondent admitted her misconduct. The Committee also considered the Respondent's professional conduct record, which included three administrative suspensions, three undertakings to the Law Society, and two sets of recommendations made by the Practice Standards Committee.
5. The Citations are resolved, and the Respondent's admissions of professional misconduct will be recorded on her professional conduct record.
6. The Respondent has acknowledged that pursuant to Rule 4-29(5) of the Rules, her undertaking not to practise law means that she 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* (the "Act") applies to her.
7. The admitted facts, set out in the Notice to Admit dated May 4, 2021, are summarized below.

Member Background

8. The Respondent was called and admitted as a member of the Law Society on May 4, 2011. Following her call to the bar, she practised family law at three small firms in New Westminster, BC.
9. From April 3 to April 4, 2017, the Respondent was administratively suspended for failing to complete required professional development credits.
10. From December 28, 2018 to December 31, 2018, the Respondent was administratively suspended for failing to file her 2017 Trust Report.
11. In lieu of interim proceedings, on May 23, 2019, the Respondent gave an undertaking to the Law Society that, effective May 26, 2019, she would not engage in the practice of law and would change her membership status to non-practicing ("Non-Practicing Undertaking"). On May 26, 2019, the Respondent became a non-practicing member of the Law Society.
12. On June 18, 2019, the Respondent was administratively suspended for failing to file her 2018 Trust Report. Her suspension continued until she became a former member of the Law Society on January 1, 2020.

Background Facts: Compliance Audit

13. From January 4 to 6, 2017, a Law Society trust assurance auditor performed a compliance audit of the Respondent's practice, covering the audit period June 1, 2015 to January 3, 2017.

Rule 4-55 Forensic Investigation

14. On January 23, 2017, the Chair of the Discipline Committee of the Law Society ordered an investigation of the books, records, and accounts of the Respondent, pursuant to Rule 4-55 of the Law Society Rules (the "Rule 4-55 Investigation"). A forensic accountant was one of the persons designated by the Executive Director of the Law Society to conduct the Rule 4-55 Investigation. The investigation period was from January 1, 2014 to January 31, 2017 (the "Investigation Period").

15. On March 2, 2017, the Respondent provided an undertaking to the Law Society that she would only operate her trust accounts under the supervision of a trust supervisor approved by the Law Society. The trust supervisor was to be a second signatory on her trust accounts (the "2017 Undertaking").

16. On February 7, 2018, the Respondent provided a second undertaking that she would only operate her trust accounts under the supervision of a trust supervisor approved by the Law Society (the "2018 Undertaking").

17. On April 26, 2018, a forensic accountant issued an Investigation Report (the "Forensic Audit Report"). On May 16, 2019, the forensic accountant swore an affidavit supplementing her Forensic Audit Report.

18. During the Investigation Period, the Respondent operated three pooled trust accounts and was the sole authorized signing officer on all three trust accounts. She also operated three general accounts. The Respondent was the only person with access to online banking for the pooled trust accounts and the general accounts.

19. During the Investigation Period, the Respondent employed an accountant who was a CGMA.

Allegation 1: Misappropriation of \$67,718.25 from Undisclosed Account

20. In or about August 2017, the Respondent was retained by a NK in connection with a family law matter ("Client NK").

21. On August 10, 2017, the Respondent received \$212,000 in trust on behalf of Client NK and deposited the funds into her pooled trust account. On or about October 14, 2017, Client NK instructed the Respondent to transfer \$150,000 of the \$212,000 into a separate interest bearing trust account.
22. Also in October 2017, the Respondent received a cheque for \$666,908.94 made out to her law firm “in trust” as proceeds of the sale of two properties sold in connection with the Client NK client matter. On October 12, 2017, the Respondent opened a business investment account at her bank (the “Undisclosed Account”) and deposited NK’s \$666,908.94 into that account.
23. On October 18, 2017, the Respondent withdrew \$150,000 from trust and deposited the funds into the Undisclosed Account, bringing the total balance in the Undisclosed Account to \$816,908.94. Between October 12, 2017, and April 30, 2019, interest totaling \$757.59 was credited to the Undisclosed Account by the bank.
24. Between October 12, 2017 and April 30, 2019, the Respondent withdrew a total of \$749,948.28 from the Undisclosed Account on behalf of Client NK, leaving a balance that should have been held by the Respondent on behalf of Client NK (including interest) of \$67,718.25.
25. Between October 31, 2017 and April 30, 2019, the Respondent deposited a total of \$5,503.47 of her own funds into the Undisclosed Account, but also withdrew or authorized the withdrawal of a total of \$72,883.21 from the Undisclosed Account, all without Client NK’s knowledge or consent. As of April 30, 2019, as a result of the withdrawals, no funds belonging to Client NK remained in the Undisclosed Account.
26. The particulars of the withdrawals totalling \$72,883.21 from the Undisclosed Account made are as follows:
 - a total of \$48,366.27 was automatically transferred from the Undisclosed Account to the Respondent’s general account by way of the EMS or emergency funds transfer system to cover overdrafts in the Respondent’s general account (the “EMS Withdrawals”).
 - a total of \$17,440.00 was withdrawn via electronic transfer to one of the Respondent’s general accounts or the Respondent’s personal account by way of online banking transfers.
 - a total of \$7,001.50 was withdrawn via electronic transfers on November 5, 2018 as follows:
 - (a) \$5,000 was sent to the Respondent’s Canada Revenue Agency GST account;

- (b) \$2,000 was sent by way of email money transfer to the Respondent's former partner's mother (plus \$1.50 e-transfer charge); and
 - (c) a total of \$75.44 was withdrawn in various bank service charges and fees.
27. The Respondent was aware of the EMS Withdrawals at or near to the time they were made by the bank but took no effective steps to have the EMS Withdrawals reversed or to stop the EMS Withdrawals from being made.
28. The Respondent did not inform her trust supervisors that she had opened and was operating the Undisclosed Account, nor was the Undisclosed Account opened as a pooled or separate trust account as required by the Law Society Rules.
29. The Respondent did not provide her trust supervisors with information and documentation related to the receipt and withdrawal of funds from the Undisclosed Account on behalf of Client NK.
30. The Respondent did not disclose the Undisclosed Account on her 2017 Trust Report (filed July 3, 2018) and in fact answered "No" to the question of whether she had operated any separate trust accounts during the period January 1, 2017 to December 31, 2017.

Allegation 2: Misappropriation of \$48,696.87 in Pooled Client Trust Funds

31. Between December 23, 2014 and December 12, 2016, the Respondent made seventeen (17) withdrawals from her pooled trust accounts, totalling \$48,696.87, as set out in Schedule "A" to the Amended Citation.
32. Twelve (12) of the seventeen withdrawals were unrelated to client matters. The withdrawals were not recorded on trust ledgers and resulted in pooled trust shortages. Five (5) of the seventeen (17) withdrawals were made to pay for the Respondent's fee invoices that had already been paid (double billing). These withdrawals resulted in trust shortages in five (5) client trust ledgers.
33. Furthermore, there were three online transfers totaling \$2,250.00 from trust to the Respondent's personal bank account; five online transfers totaling \$30,100.00 from trust to the Respondent's general account when her general account was overdrawn; four withdrawals from trust by way of cheques totalling \$10,212.76 payable to the Respondent's employees as wages; and five withdrawals from trust by way of e-transfer or cheques totalling \$6,134.11 made to pay the Respondent's fees invoices that had already been paid.

Allegation 3: Misappropriations Totaling \$28,940.91

Allegation 3(a): Client SD – Misappropriation of \$11,157.34

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34. Sometime prior to November 2015, Client SD retained a lawyer, X, in connection with a personal injury claim. In November 2015, X transferred his law practice to the Respondent's firm and brought Client SD's client file with him. By agreement, the legal fees rendered in connection with Client SD's personal injury claim were to be split between X's former firm and the Respondent's firm.
35. In June 2016, Client SD's personal injury claim was settled and the Respondent's firm received a settlement cheque "in trust" for \$78,104.51. On June 10, 2016, the Respondent deposited or instructed her assistant to deposit the settlement cheque into her general account instead of her trust account. At the time of the deposit, the Respondent held only \$7,939.00 in her general account and needed the additional funds to cover her operating expenses.
36. On June 11, 2016, the Respondent received a copy of an invoice dated June 11, 2016, from X's former firm to Client SD in the amount \$521.65. On June 13, 2016, the Respondent received a copy of an invoice dated June 13, 2016, from X's former firm to Client SD in the amount \$11,157.34.
37. On June 13, 2016, the Respondent received an email from X advising her that the settlement funds were to be distributed as follows: \$52,645.89 to Client SD, \$11,057.88 to the Respondent's firm, \$11,678.99 to X's former firm, and \$3,018.75 for an independent medical assessment cancellation fee.
38. On June 14, 2016, the Respondent issued a general account cheque for \$52,444.64 to Client SD, and a general account cheque in the amount of \$3,018.75 made payable to a third party on behalf of Client SD.
39. As of June 16, 2016, there were no settlement funds remaining in the general account available to be paid to X's former firm.
40. On June 25, 2016, the Respondent received an email from a staff person reminding her that the settlement cheque had been deposited into the general account (and not the trust account) and reminding her of the need to issue the cheque to X's former firm.
41. On July 8, 2016, the Respondent issued a general account cheque for \$11,157.34 and a cheque for \$521.65 to X's former firm. However, on July 12, 2016, the general account cheque for \$11,157.34, payable to X's former firm, was returned NSF.

Use of Pooled Trust Funds belonging to Other Clients

42. On July 12, 2016, the Respondent withdrew \$11,157.34 from her trust account to replace the NSF cheque. The Respondent knew at the time of withdrawing the funds from trust that she

held no funds to the credit of Client SD in her trust account, and did not report the trust shortage to the Executive Director.

43. In November 2016, the Respondent was reminded by a staff person when preparing the monthly trust reconciliation that there was an \$11,157.34 shortage in her pooled trust account as a result of her withdrawal of funds from trust when the money had been deposited into her general account. The Respondent did not eliminate the trust shortage until January 31, 2017, 203 days after the trust funds had been improperly withdrawn.

Allegation 3(b) – Client JH – Misappropriation of \$8,470.45

Use of Client JH Trust Funds deposited into General

44. On October 27, 2015, the Respondent received a retainer of \$2,000.00 from Client JH into her general account instead of her trust account. The Respondent used the \$2,000 in retainer funds for her operating expenses.
45. The Respondent was aware that Client JH's retainer funds had been deposited to her general account and had not been deposited into her pooled trust account by at least November 2015.
46. On October 30, 2016, the Respondent received a retainer of \$1,000.00 from Client JH into her general account instead of her trust account. The Respondent used the \$1,000 in retainer funds for her operating expenses.
47. The Respondent was aware that Client JH's retainer funds had been deposited into her general account and not deposited into her pooled trust account by at least November 2016.

Use of Pooled Trust Funds belonging to Other Clients

48. As of December 30, 2015, the Respondent held a balance of \$646.20 on behalf of Client JH in her pooled trust account. Between December 30, 2015 and November 1, 2016, the Respondent received five further retainers from Client JH, totalling \$7,900, which she properly deposited into her pooled trust account on Client JH's behalf.
49. Between December 30, 2015 and November 1, 2016, the Respondent made a total of eleven withdrawals totalling \$11,306.41 from her pooled trust account on behalf of Client JH via cheque or electronic transfer when she did not hold sufficient funds to the credit of Client JH to make the withdrawals.
50. The five deposits and eleven withdrawals on behalf of Client JH resulted in a series of trust shortages in the pooled trust account totalling \$8,470.45. The Respondent knew that she did

not hold sufficient funds on behalf of client JH when she made each of the eleven withdrawals.

51. On January 31, 2017, the Respondent credited \$3,000 to the Client JH trust ledger thereby eliminating the trust shortage.

Allegation 3(c): Client TH – Misappropriation of \$9,313.12

52. As of April 22, 2014, the Respondent held a balance of \$1,012.78 on behalf of Client TH in her pooled trust account.
53. On April 22, 2014, the Respondent received a retainer of \$2,500.00 from Client TH which was deposited to her general account instead of her trust account. The receipt of the retainer funds was not recorded in the trust ledger but was recorded in the general account ledger as “unknown”. The Respondent used the \$2,500 in retainer funds for her operating expenses.
54. Between April 28, 2014 and March 16, 2015, the Respondent received three further retainers from Client TH, totalling \$7,792.36, which she properly deposited into her pooled trust account. She also made seven withdrawals totalling \$7,792.36 from her pooled trust account on behalf of Client TH via cheque or electronic transfer.
55. The three deposits and seven withdrawals on behalf of Client TH resulted in a series of trust shortages in the pooled trust account totalling \$9,313.12. The Respondent knew that she did not hold sufficient funds on behalf of client TH in her pooled trust account when she made each of the seven withdrawals.

Allegation 4: Failure to Eliminate Shortages or Make Written Reports

56. The Respondent was aware of her obligations to comply with Part 3 Division 7 of the Law Society Rules. Specifically, she knew that she had an obligation to immediately eliminate or “correct” trust shortages. The Respondent also knew or ought to have known that she had an obligation to report trust shortages \$2,500 to the Executive Director of the Law Society.
57. As outlined above, the Respondent failed to immediately eliminate 64 trust shortages, 19 of which were for amounts \$2,500 and above. She also failed to report any of the trust shortages over \$2,500 to the Executive Director.

Allegation 5: Breaches of Undertakings re: Trust Accounting

Breach of 2017 Undertaking

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58. Paragraph 1(a) of the 2017 Undertaking provided as follows:

1(a) not to open or operate a trust account (whether in the name of a law corporation or not), including making or authorizing withdrawals, except in compliance with a Trust Supervision Agreement on the terms and in the form attached as Schedule "A" (which includes a requirement for a second signatory) with a lawyer approved by the Executive Director;

59. The Trust Supervision Agreement attached to the 2017 Undertaking in turn provided that the Respondent, amongst other things: (a) will not operate her trust accounts without a second signatory; (b) will provide her trust supervisor with information and documentation related to any trust transaction and (c) will comply with her obligations under Part 3 Division 7 of the Law Society Rules.

60. On March 2, 2017, the Respondent entered into a Trust Supervision Agreement with a lawyer, Y. The Undertaking and Trust Supervision Agreement remained in force from March 2, 2017 to January 26, 2018. Y acted as the second signatory on one of the Respondent's pooled trust accounts from March 2, 2017 to January 26, 2018.

61. On October 12, 2017, the Respondent opened and began to operate the Undisclosed Account without Y's knowledge or consent. The Respondent did not ensure that Y was added as a signatory to the Undisclosed Account. At no time did the Respondent advise Y of the existence of the Undisclosed Account.

62. Between March 2, 2017, and January 26, 2018, the Respondent made the deposits and withdrawals from the Undisclosed Account referred to above without the prior knowledge or approval of Y, and did not provide Y with information and documentation related to the trust transactions in the Undisclosed Accounts. Thus, between January 27, 2018 and February 7, 2018, the Respondent made the deposits and withdrawals from the Undisclosed Account without a trust supervisor in place.

Breach of 2018 Undertaking

63. On February 7, 2018, the 2017 Undertaking and Trust Supervision Agreement with Y was replaced by the 2018 Undertaking and a Trust Supervision Agreement with a lawyer, Z.

64. Paragraph 1(a) of the 2018 Undertaking provided as follows:

1(a) not to open or operate a trust account (whether in the name of a law corporation or not), including making or authorizing withdrawals, except in compliance with a Trust Supervision Agreement on the terms and in the form attached as Schedule "A" (which includes a requirement for two signatories

on all trust withdrawals and transfers) with a lawyer approved by the Executive Director;

65. The Trust Supervision Agreement attached to the 2018 Undertaking in turn provided that the Respondent, amongst other things: (a) will only operate her trust accounts with the trust supervisor; (b) will not make or authorize a withdrawal or transfer from or within a trust account unless the trust supervisor is a second signatory and has approved the transaction; (c) will provide the trust supervisor with documentation related to any trust transaction; and (d) will comply with her obligations under Part 3 Division 7 of the Law Society Rules.
66. At no time did the Respondent advise Z of the existence of the Undisclosed Account, or ensure that Z was added as a signatory to the Undisclosed Account. Between February 7, 2018 and April 30, 2019, the Respondent made the deposits and withdrawals from the Undisclosed Account referred to above without the prior knowledge or approval of Z, and did not provide Z with information and documentation related to the trust transactions in the Undisclosed Accounts.
67. The Respondent breached her 2017 Undertaking and her 2018 Undertaking.

Allegation 6: Breach of Non-Practising Undertaking and Practicing While Suspended

68. Pursuant to the Non-Practising Undertaking, the Respondent undertook to not engage in the practice of law as of May 26, 2019.
69. Between May 26, 2019 and at least November 2019, the Respondent continued to hold herself out as a practicing lawyer on three webpages.
70. On June 10, 2019, the Respondent was advised by the Law Society that the webpages remained active online and was told to disable them. The Respondent acknowledged receipt of the letter and advised that she would contact the webpages to ask them to remove the information about her.
71. On September 20, 2019, the Respondent was advised by the Law Society that a new complaint investigation file regarding active online profiles in which the Respondent continued to hold herself out as a lawyer had been opened, and was encouraged to take steps to disable the profiles as soon as possible. The Respondent did not disable the webpages as requested.

Allegation 7: Misrepresentation/Misleading the Law Society

Allegation 7(a) – Misrepresentations re: March 2016 Reconciliations

72. On or about May 4, 2016, the Respondent filed her 2015 Trust Report with the Law Society in which she identified a number of exceptions and outstanding trust shortages.
73. On or about May 11, 2016, the Respondent received a letter from the Law Society's Trust Assurance Group ("Trust Assurance") asking her to provide an explanation as to a note that there were "outstanding reconciling amounts in the amount of \$2,314.65 that were identified but need to be verified and have been carried forward from 2014" and a note that "two cheques of \$2,000 each were withdrawn from the pooled trust account in error" and that funds had not been transferred from the general account to cover the amounts.
74. On August 8, 2016, the Respondent responded by email to the Law Society's letter of May 11, 2016. In her email, the Respondent made the following statement with respect to the outstanding trust shortages identified on her 2015 Trust Report:
- I have now corrected the trust shortages which will be reflected in the August 2016 trust reconciliation.
75. The Respondent attached a document she described as the "March reconciliation" to her August 8, 2016 email which showed shortages totaling \$7,818.55, with a notation "Reimbursed August 7, 2016". The Respondent had made the notation "Reimbursed August 7, 2016" on the March reconciliation.
76. The Respondent's August 2016 bank statement for her pooled trust account does not show a corresponding deposit to correct the trust shortages and the Respondent's August 2016 trust reconciliation does not indicate a correction. The Respondent did not make any deposits to her pooled trust account in August 2016 to correct the trust shortages.
77. Both the Respondent's statement that she had corrected the trust shortages, and her notation on the "March reconciliation" that the trust shortages had been reimbursed, were false.

Allegation 7(b) – Misrepresentations re: September 2016 Trust Reconciliation

78. On September 26, 2016, the Respondent was advised by Trust Assurance that a compliance audit of her books, records and accounts was to be scheduled for November 21, 2016. On October 21, 2016, the Respondent sent an email to Trust Assurance requesting that the compliance audit be rescheduled.
79. The Respondent was advised by Trust Assurance that she would need to provide her most recent month's trust reconciliation before the compliance audit could be rescheduled.
80. On November 1, 2016, the Respondent received an email from Trust Assurance reminding her that her most recent trust reconciliation was required to change the audit date.

81. The Respondent tasked her assistant with assisting her in preparing the September 2016 trust reconciliation.
82. On November 5, 2016, the Respondent sent an email to her assistant in which she falsely stated that an outstanding trust shortage created by a \$22,000 transfer of funds from trust to the Respondent's general account on August 5, 2016, related to a client, MJ ("Client MJ").
83. On November 12, 2016, the Respondent created an invoice in the amount of \$22,000 to Client MJ, thereby purporting to eliminate the \$22,000 trust shortage. At the time of sending the email to her assistant and creating the invoice, the Respondent had not rendered services to Client MJ which would justify a \$22,000 bill, and had been requested to forward the balance of the estate funds held on behalf of Client MJ to another lawyer.
84. On November 14, 2016, at 1:28 p.m., the Respondent sent an email to Trust Assurance informing the Law Society that she had "now corrected the errors from 2015 and 2016" and attaching to her email what was purported to be the September 2016 trust reconciliation (the "Emailed Reconciliation"). Following receipt of the email of November 14, 2016 from the Respondent, the compliance audit was rescheduled to January 3, 2017.
85. During the Rule 4-55 Investigation, staff at the Respondent's law firm provided the Law Society with copies of trust reconciliations for the period December 2014 through December 2016.
86. The Emailed Reconciliation and the September 2016 trust reconciliation obtained during the course of the Rule 4-55 investigation (the "Audit Reconciliation") were substantially different. In particular, the Emailed Reconciliation contained no reference to two trust shortages totalling \$2,598.50 which were outstanding on earlier trust reconciliations but were now deleted; misrepresented that a shortage of \$11,157.34 had been corrected when it had not; and concealed an uncorrected shortage of \$22,000 (falsely attributed to the Client MJ ledger) in that it did not show the \$22,000 transfer made on August 5, 2016.
87. In addition, the Emailed Reconciliation forwarded by the Respondent purported to have been prepared and signed by her assistant and reviewed and signed by her accountant. However, the Respondent knew that her assistant had not signed the Emailed Reconciliation, and that her accountant had neither reviewed nor signed the Emailed Reconciliation. The Respondent had forged her assistant's and her accountant's initials on the Emailed Reconciliation.
88. The Respondent subsequently voided the invoice in the amount of \$22,000.

Allegation 7(c) – Misrepresentation in November 14, 2016 email

89. As set out above, on November 14, 2016, the Respondent emailed Trust Assurance:
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I have now corrected the errors from 2015 and 2016, and will have a more formal detailed explanation of each error available for the auditor, along with the steps I have taken to prevent these issues occurring again.

90. The Respondent's statement in the November 14, 2016 email, that she had "corrected the errors from 2015 and 2016", was not true as five shortages totalling \$20,789.13 had not been corrected.

Allegation 7(d) – Misrepresentations in 2017 Trust Report

91. On July 3, 2018, the Respondent signed and filed her 2017 Trust Report (the "2017 Trust Report") with the Law Society. In response to Question B1 "list all accounts and any accounts opened or closed by the practice at any time during the reporting period", the Respondent represented that her bank accounts for her law firm were the Pooled Trust Account and the General Account.
92. On the 2017 Trust Report, the Respondent answered "No" to question B4 of whether she had any separate trust accounts even though she maintained the NK Trust Account.
93. The Respondent certified the information contained in the Trust Report was "true and correct" when she signed the Trust Report electronically and submitted it to the Law Society.
94. The Respondent failed to list the Undisclosed Account which she had opened in October 2017.

Allegation 7(e) – Misrepresentations in Email dated April 25, 2019 and Letter dated April 1, 2019

95. On April 25, 2019, the Respondent sent an email to the Law Society (the "April Email") with an attached letter dated April 1, 2019 (the "April Letter").
96. In the April Email, the Respondent stated she had "no other funds in trust" except those in one particular account. However, as of April 2019, the Respondent still held funds in the Undisclosed Account on behalf of Client NK.
97. In the April Letter, the Respondent stated:

I have one trust account (pooled), at [name of bank], on [street name, account number]. The account has a signatory, [Z], who has been approved by the Law Society to supervise me. I have no other trust accounts.

...

I confirm that I am fully aware that I am not permitted to run or open any trust accounts unless approved to do so by the Law Society, and under supervision, during the term of my undertaking and agreement. I have no intention to do so.

98. At the time of making the representation, the Undisclosed Account remained open and was being operated without the knowledge or approval of Z, her trust supervisor.