

LAW SOCIETY OF BRITISH COLUMBIA
HEARING DIVISION

BETWEEN:

LAW SOCIETY OF BRITISH COLUMBIA

AND:

BRADEN WILLIAM LAUER

RESPONDENT

SUMMARY OF ADMISSION OF MISCONDUCT AND UNDERTAKINGS

1. On April 12, 2024, the Discipline Committee considered and accepted a proposal submitted by the Respondent under Rule 4-29 of the Law Society Rules.
2. Under the Rule 4-29 proposal, the Respondent admitted to the 11 allegations of professional misconduct as alleged in the citation issued against him on May 8, 2023 and amended November 17, 2023 (the “Citation”).
3. Under the proposal, the Respondent gave an undertaking as follows:
 - i. not to engage in the practice of law in British Columbia with or without the expectation of a fee, gain or reward, whether directly or indirectly, for a period of ten (10) years commencing on April 16, 2024;
 - ii. not to apply for re-instatement to the Law Society of British Columbia or elsewhere within Canada for a period of nine and a half years commencing on April 16, 2024;
 - iii. not to 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 of British Columbia; and
 - iv. not to permit his name to appear on the letterhead of, or work in any capacity whatsoever, for any lawyer or law firm in British Columbia, without obtaining the prior written consent of the Executive Director of the Law Society(the “Undertaking”).

4. As a result, the Citation is now resolved pursuant to Rule 4-29 of the Law Society Rules, and the Respondent's admission of professional misconduct and Undertaking will be recorded on his professional conduct record.
5. In making its decision, the Discipline Committee considered the Law Society's Notice to Admit dated November 17, 2023 and the Response to Notice to Admit dated December 8, 2023, in which the Respondent fully admitted the contents of the Notice to Admit.
6. As part of his proposal, the Respondent has acknowledged that pursuant to Rule 4-29(5) of the Law Society Rules, his Undertaking not to practice 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. Pursuant to section 19(3) of the *Legal Profession Act*, should the Respondent apply for reinstatement in British Columbia at the conclusion of the term of his Undertaking, a mandatory credentials hearing would be held to consider his good character and fitness to practise law, with the Respondent bearing the onus of demonstrating he meets the requisite test. The Respondent's professional conduct record reflecting this admitted misconduct, as well as other relevant information, would be considered at that time.
8. If the Respondent were to be reinstated, he would have to comply with any "conditions on returning to practice" that a credentials panel may impose. The Law Society would have the opportunity to seek appropriate conditions to address the protection of the public.
9. As such, the public will be protected as the Respondent is not permitted to practise law for a lengthy period of time and the geographic scope of the Undertaking (specifically the prohibition on practising anywhere in Canada and the requirement to inform the Law Society if he applies to practise elsewhere in the world) adds an additional layer of protection beyond the orders that could be made by a discipline hearing panel. Finally, if the Respondent applies for reinstatement, he would be subject to a process in which he bears the onus of proof as to his fitness to practise law.
10. The admitted allegations in the Citation are as follows:

Conduct Related to Clients JC, SL, and BS

Misappropriation

1. Between approximately July 2021 and August 2021, in the course of representing JC in an incorporation matter, you misappropriated or improperly handled some or all of \$493.50 in trust funds by failing to deposit the funds into a pooled trust account, contrary to Rule 3-58 of the Law Society Rules, and depositing the funds into your personal bank account when you were not entitled to the funds.

This conduct constitutes professional misconduct or a breach of the *Act* or rules, pursuant to s. 38(4) of the *Legal Profession Act*.

2. Between approximately July 2021 and August 2021, in the course of representing SL in an incorporation matter, you misappropriated or improperly handled some or all of \$472.50 in trust funds by failing to deposit the funds into a pooled trust account, contrary to Rule 3-58 of the Law Society Rules, and depositing the funds into your personal bank account when you were not entitled to the funds.

This conduct constitutes professional misconduct or a breach of the *Act* or rules, pursuant to s. 38(4) of the *Legal Profession Act*.

3. Between approximately July 2021 and August 2021, in the course of representing BS with respect to a services agreement, you misappropriated or improperly handled some or all of \$420.00 in trust funds by failing to deposit the funds into a pooled trust account, contrary to Rule 3-58 of the Law Society Rules, and depositing the funds into your personal bank account when you were not entitled to the funds.

This conduct constitutes professional misconduct or a breach of the *Act* or rules, pursuant to s. 38(4) of the *Legal Profession Act*.

Accounting Records

4. Between approximately July 2021 and August 2021, you failed to record your receipt of some or all of the following trust funds, contrary to one or both of Rules 3-67(2) and 3-72 of the Law Society Rules:

- a. \$493.50 received on behalf of JC;
- b. \$472.50 received on behalf of SL; and
- c. \$420.00 received on behalf of BS.

This conduct constitutes professional misconduct or a breach of the *Act* or rules, pursuant to s. 38(4) of the *Legal Profession Act*.

Quality of Service

5. Between approximately January 2021 and August 2021, in the course of representing JC with respect to an incorporation, you failed to provide JC with the quality of service expected of a competent lawyer, contrary to one or both of rules 3.1-2 and 3.2-1 of the *Code of Professional Conduct for British Columbia*. In particular, you failed to do one or more of the following:

- a. keep the client reasonably informed about the status of their matter;
- b. ensure that the client's matter was attended to in a timely manner so that its value to the client was maintained;
- c. take appropriate steps to perform the work promised to the client; and
- d. provide the client with complete and accurate relevant information about the matter.

This conduct constitutes professional misconduct, pursuant to s. 38(4) of the *Legal Profession Act*.

6. Between approximately February 2021 and August 2021, in the course of representing SL with respect to an incorporation, you failed to provide SL with the quality of service expected of a competent lawyer, contrary to one or both of rules 3.1-2 and 3.2-1 of the *Code of Professional Conduct for British Columbia*. In particular, you failed to do one or more of the following:

- a. keep the client reasonably informed about the status of their matter;
- b. ensure that the client's matter was attended to in a timely manner so that its value to the client was maintained;
- c. take appropriate steps to perform the work promised to the client; and
- d. provide the client with complete and accurate relevant information about the matter.

This conduct constitutes professional misconduct, pursuant to s. 38(4) of the *Legal Profession Act*.

7. Between approximately June 2021 and August 2021, in the course of representing BS with respect to a services agreement, you failed to provide BS with the quality of service expected of a competent lawyer, contrary to one or both of rules 3.1-2 and 3.2-1 of the *Code of Professional Conduct for British Columbia*. In particular, you failed to do one or more of the following:

- a. keep the client reasonably informed about the status of their matter;
- b. ensure that the client's matter was attended to in a timely manner so that its value to the client was maintained;
- c. take appropriate steps to perform the work promised to the client; and
- d. provide the client with complete and accurate relevant information about the matter.

This conduct constitutes professional misconduct, pursuant to s. 38(4) of the *Legal Profession Act*.

Misrepresentation to Client

8. Between approximately April 2021 and August 2021, in the course of representing JC regarding the incorporation of a business in Alberta, you misrepresented to the client the status of their matter by making one or both of the following statements that you knew or ought to have known were false or misleading, contrary to one or both of rules 2.2-1 and 3.2-2 of the *Code of Professional Conduct for British Columbia*:

- a. in an email dated April 5, 2021, you stated to the client that the cause of the delay was "the intermediary, a program called Ecore", when you knew or ought to have known that Ecore was not the cause of the delay; and

b. in an email dated July 21, 2021, you stated to the client that “it sounded as though [Ecore] held this off waiting for approval of agent for service”, when you knew or ought to have known that you had previously received the necessary information from the client regarding an agent for service, but had not taken the steps required to advance the matter.

This conduct constitutes professional misconduct, pursuant to s. 38(4) of the *Legal Profession Act*.

Conduct Related to Clients HG and NP

Misappropriation

9. In approximately May 2021, in the course of representing HG, a client of the Firm, you misappropriated some or all of \$3,200.00 provided by HG to the Firm as payment on account of services rendered, by failing to deposit the funds into the Firm’s general account and depositing the funds into your personal bank account when you were not entitled to some or all of the funds.

This conduct constitutes professional misconduct or a breach of the *Act* or rules, pursuant to s. 38(4) of the *Legal Profession Act*.

10. Between approximately May 2021 and August 2021, in the course of representing NP, a client of the Firm, you misappropriated some or all of \$4,908.86 provided by NP to the Firm as payment on account of services rendered, by failing to deposit the funds into the Firm’s general account and depositing the funds into your personal bank account when you were not entitled to some or all of the funds.

This conduct constitutes professional misconduct or a breach of the *Act* or rules, pursuant to s. 38(4) of the *Legal Profession Act*.

Accounting Records

11. Between approximately May 2021 and August 2021, you failed to record your receipt of some or all of the following funds provided by clients of the Firm as payment on account of services rendered, contrary to one or both of Rules 3-67(2) and 3-72 of the Law Society Rules:

- a. \$3,200.00 provided by HG; and
- b. \$4,908.86 provided by NP.

This conduct constitutes professional misconduct or a breach of the *Act* or rules, pursuant to s. 38(4) of the *Legal Profession Act*.

Key Admitted Facts*Respondent's Background*

11. The Respondent was called and admitted as a member of the Law Society of British Columbia on September 8, 2017.
12. At the material times to the Citation, the Respondent practiced at a law firm (the "Firm") as an independent contractor from September 15, 2020 to August 7, 2021.
13. At the material times to the Citation, the Respondent did not operate a trust account or a general account.
14. Effective July 1, 2023, the Respondent's membership was suspended due to non-payment of fees.

General Background

15. On September 15, 2020, the Respondent entered into a contractor agreement with the Firm (the "Initial Agreement").
16. As an independent contractor, the Respondent was engaged under the Initial Agreement to provide legal services under the name and brand of the Firm.
17. The Initial Agreement provided that the Respondent would earn a commission equal to 90% of his gross collected fees as compensation for services provided to clients of the Firm, less an allocation of the Firm's overhead and general expenses.
18. The Initial Agreement contained a strict exclusivity clause requiring the Respondent to provide all legal services to clients through the Firm.
19. The terms of the Initial Agreement were updated in a document titled 'Terms of Legal Engagement' dated July 1, 2021 (the "Second Agreement").
20. The Respondent signed the Second Agreement on or about July 6, 2021.
21. The Second Agreement revised the exclusivity clause by permitting the Respondent to practise outside of the Firm in limited circumstances, and with certain requirements where a client was serviced using the Firm's platform, programs, services or resources.
22. Under the terms of the Second Agreement, the Respondent remained an independent contractor of the Firm, and was to use the Firm's invoices expressly identifying the Firm as the payee for legal services.

23. The Second Agreement provided that the Respondent would earn a commission equal to 88% of his gross collected fees as compensation for services provided to clients of the Firm, less an allocation of the Firm's overhead expenses and any other applicable expenses.
24. In accordance with both the Initial Agreement and the Second Agreement, the Respondent was required to have his clients pay the Firm, rather than the Respondent directly. Firm invoices were issued to the Firm's clients directly, through the Firm's Clio system.
25. On August 7, 2021, the Firm terminated its contractor agreement with the Respondent.

GL Inc.

26. The Firm allowed contract lawyers to provide services to clients outside of their relationship with the firm through GL Inc. GL Inc. is a third party referral company that uses its platform to connect entrepreneurs across Canada with a network of lawyers to complete desired legal projects.
27. When using GL, the Respondent and the client would enter into a contract for legal services through the GL platform, pursuant to its standard form limited scope retainer agreement (the "GL Retainer").
28. When using GL, clients would pay a fixed fee through the GL platform.
29. Once the lawyer initiated billing through its platform, GL would then deposit the fees into the lawyer's designated bank account.
30. At the material times to the Citation, the billing process followed by the Respondent when servicing clients through GL was sequentially as follows:
 - i. The Respondent would initiate billing through the GL platform by 'clicking a button' in the lawyer's portal with GL;
 - ii. GL would send the client an invoice directly;
 - iii. GL would charge the client's pre-authorized credit card the amount of the invoice;
 - iv. GL would then deposit the payment, consisting of legal fees, sales taxes and any disbursements, and minus GL fees, into the Respondent's designated account.
31. At the material times to the Citation, the Respondent's personal banking account was his designated account to receive payments from GL.
32. Per the GL Retainer, the Respondent was required to confirm completion of his legal services before GL would obtain payment from the client.

33. In or about June 2021, the Firm integrated the GL platform by having GL client fees paid directly to the Firm, and then the Firm would pay the lawyers their fees as commissions in accordance with the Firm's pay structure.
34. In or about June 2021, the Firm instructed the Respondent to change his GL designated account from his personal banking account to the Firm's operating account, as a condition of using the firm's resources to serve GL clients.
35. The Second Agreement contained a clause specifically in relation to the GL platform, which required the Respondent to, among other things:
- i. treat clients referred to the Respondent by, or serviced through GL as the Firm's clients;
 - ii. create client matters for each GL client, including creating and marking as paid invoices for the amounts payable by GL to the Firm;
 - iii. provide to the Firm monthly reports showing his revenue from GL in the preceding month; and
 - iv. make the Firm the payee for all fees earned by the Respondent through GL.

Detailed Circumstances

Client JC

36. On or about January 20, 2021, the Respondent was retained by client JC through the GL platform, under a fixed fee structure. JC retained the Respondent to incorporate their company in Alberta.
37. In or about January 2021, JC entered into a limited scope retainer with GL.
38. Between January 20, 2021 and January 29, 2021, the Respondent exchanged emails with JC in relation to JC's company name, through the GL system.
39. On February 4, 2021, the Respondent sent the following emails to JC through the GL system:
- Hi [JC], sorry about delayed responses I don't get notifications through here in a timely manner. ... For more timely responses, and so I can pass drafts your way when done would you be ok with passing me your email?
- [...] I just don't want you left hanging here if you have important questions.
40. On February 4, 2021, JC replied to the Respondent providing their email address.

41. On February 16, 2021, the Respondent received JC's signed incorporation documents.
42. On March 1, 2021, the Respondent submitted JC's incorporation documents to the 'Ecore' system, which is an electronic portal used for corporate registry services.
43. JC emailed the Respondent multiple times throughout the month of March 2021, inquiring about the status of the incorporation documents, as follows:
- i. on March 11, 2021;
 - ii. on March 22, 2021; and
 - iii. on March 31, 2021.
44. On March 22, 2021, GL emailed the Respondent about outstanding files aged more than 21 days, and included reference to JC's incorporation matter.
45. On April 5, 2021, the Respondent sent an email to JC stating:

I received an email from [TS, Director of Customer Experience] at GL yesterday regarding incorporation documents, the file was closed when we saw that the file was closed at the registry, which should mean documents were sent to you by the registry, [TS] noted you didn't receive documents [sic].

Can you confirm this is the case? I can try to call a contact at the Alberta Registry and search your name again this morning to see if there was some issue.

I'm putting this on high priority as you should've had this months ago.

I can talk with [TS] about a discount too if there's no documentation there and get this fixed up. I've also put you [sic] email on my safe senders list. [TS] noted you had sent other emails through to this email but if you want to copy [the Respondent's personal email] on your next correspondence hopefully we don't run into contact issues.

46. JC subsequently replied to the Respondent on April 5, 2021, stating in part:

I have not received any incorporation documents. I have just been waiting and emailing you every few weeks. I'm very disappointed that my messages were not received. I would really appreciate it if you could check into this.

47. Subsequently on April 5, 2021, the Respondent emailed JC to explain the cause of the delay, stating:

So the issue was with the intermediary, a program called Ecore that submits the digital documents to registry.

The incorporation was marked as complete on our system but the incorp failed to go through to the AB registry, hence why we were alerted the registry would have sent you documents.

I have them reversing the previous submission and re-sending today. I should be able to log back in in the next few hours and confirm the resubmission

(the “April 5, 2021 Email”).

48. At the time the Respondent sent the April 5, 2021 Email to JC he knew or ought to have known that Ecore was not the cause of the delay in JC’s matter. The delay was caused by the Respondent.
49. The Respondent’s April 5, 2021 Email contained misrepresentations to JC about the timing and delay on their file.
50. On April 6, 2021, JC emailed the Respondent, asking if the re-submission had gone through and when they could expect to receive the incorporation documents.
51. On April 6, 2021, the Respondent replied to JC:

It had not gone through as of this morning. I have scheduled another call with Ecore today already and will see what is required. They seem to be promising things then not delivering so I am staying on them to be sure this gets done as quickly as possible.
52. On April 9, 2021, JC emailed the Respondent to ask if there were any updates.
53. The Respondent replied to JC on April 9, 2021, indicating that as Ecore did not seem to be reversing the previous submission, he would cover the cost and submit a new application.
54. On April 14, 2021, JC again emailed the Respondent, “Any updates? I really need this ASAP”.
55. On April 19, 2021, the Respondent replied to JC, “Account is up again today, I am going to attempt the resubmission!”.
56. On April 19, 2021, the Respondent submitted JC’s incorporation documents to the Ecore system.
57. On April 20, 2021, the Respondent received an email from [MT, an employee] of Ecore regarding JC’s incorporation, advising that Alberta corporations were required to have an agent for service, and requesting further information about the agent and the authorized representative of the incorporation.

58. The Respondent replied to MT on April 20, 2021, asking if they could have a phone call to discuss.
59. MT replied to the Respondent on April 21, 2021, stating they were available that day for a call.
60. The Respondent did not follow up with MT regarding this matter.
61. On April 26, 2021, JC sent an email to the Respondent asking if the submission had gone through, and when they could expect to receive their incorporation documents.
62. On April 27, 2021, the Respondent replied to JC, “Registry got back to me and is looking for an Alberta agent for service”.
63. On April 28, 2021, the Respondent sent an email to JC, stating that he was “going to chat with the registry to see if we can finalize your incorporation shortly”.
64. On April 29, 2021, JC retained an Alberta law firm as their corporation’s agent for service in Alberta (the “Agent”).
65. On May 2, 2021, JC provided their Agent’s information to the Respondent.
66. Between May 7, 2021 and May 12, 2021, the Respondent received emails from JC and their Agent inquiring about the status of the incorporation.
67. On May 12, 2021, the Respondent replied to JC: “I got in touch with [Agent’s office] earlier this week. Just waiting on Dye and Durham to confirm our updated agent for service!”
68. On May 26, 2021, JC again emailed the Respondent, asking if any progress had been made.
69. On June 1, 2021, JC emailed the Respondent again, stating:
- Does it normally take this long to get the final paperwork? I am feeling frustrated, as it has been 5 months since we started this process. Please let me know where things are at. If I need to start from the beginning again, I will need to know asap.
70. On or about June 1, 2021, JC signed the Firm’s Terms of Legal Service, which specified that JC was a client of the Firm, among other things.
71. On June 7, 2021, the Respondent sent an email to JC stating:
- [...] I am calling Dye and Durham again to see what’s remaining. I apologized as this is dragging much longer than an incorporation ever should. Hoping to have good news and a finalized entity to you this week.

72. Between June 15, 2021 and June 29, 2021, the Respondent received emails from JC and GL, inquiring about the status of the incorporation.

73. On June 28, 2021, Ecore refunded \$471.74 to the Firm on the JC file.

74. On June 29, 2021, the Respondent sent an email to JC, stating:

[...] I was told emails weren't reaching you through the system from me now. We pushed Oncorp [sic] re making sure the previous incorrect entry was wrapped up and that we could move ahead with your incorporation. we received the refund invoice for the previous matter that was not completed (see attached) and the correct matter to incorporate should be invoiced to us shortly. You will see the registrar charge of \$471.74 passed through the GL system to you!

[...]

Should be ASAP. we have all information in to them. It was my understanding from the discussion with the agent that the previous submission that they Weren't refunding [sic] was causing errors with their attempts at new submissions. Now that we have the original item refunded it should be all complete shortly.

75. On July 5, 2021, the Respondent initiated the billing process through the GL system, in relation to JC's incorporation matter.

76. On July 5, 2021, GL issued an invoice to JC in the amount of \$555.45, consisting of legal fees, taxes and the GL fee.

77. On July 5, 2021, the Respondent received a notice of JC's payment from GL, of which \$493.50 was transferred to the Respondent.

78. On July 8, 2021, the \$493.50 payment from JC was deposited electronically into the Respondent's personal banking account (the "JC Deposit").

79. At the time of the JC Deposit, the Respondent had not completed the incorporation services for which he billed JC, and for which he had been retained.

80. The JC Deposit amount of \$493.50 consisted of trust funds.

81. The Respondent did not deposit the \$493.50 in trust funds from JC into a pooled trust account.

82. The Respondent did not record his receipt of \$493.50 in trust funds from JC in the Firm's accounting records.

83. On July 13, 2021, JC emailed the Respondent asking if the incorporation was complete and advising that they had not heard from the Respondent nor the Agent.
84. Subsequently on July 13, 2021, JC again emailed the Respondent, forwarding a note they had received from the Agent, stating, among other things, that they “never heard anything” from the Respondent and the corporation did not exist in Alberta.
85. On July 16, 2021, JH, a Customer Experience Manager at GL, emailed the Respondent again inquiring on behalf of JC about the status of the incorporation.
86. On July 21, 2021, JC sent an email to both the Respondent and GL, stating:
- As my business is still not incorporated after over 6 months, I am thinking of going to a registry in Calgary to see if I can re-start the process myself. If I have to do this, I will expect a full refund from you. I will also need to know if/how I can re-claim my business name, so that I can re-start the incorporation process. Please let me know if I will receive my final documents within the next 2 weeks or whether I will be getting a full refund.
87. Subsequently on July 21, 2021, the Respondent replied to JC and GL(the “July 21, 2021 Email”), stating:
- Hi all, I called encore [sic] again this afternoon. Priority is to have the entity in place, and it sounded as though they held this off waiting for approval of agent for service. I have asked app be submitted [sic], the agent for service can be updated down the line, and hopefully we can be finalized with this mess. Apologies again [JC], I am eating registry fee on this for you.
88. At the time the Respondent sent the July 21, 2021 Email to JC, he knew or ought to have known that he had previously received the necessary information from JC regarding an agent for service, but had not taken the steps required to advance the matter.
89. The Respondent’s July 21, 2021 Email contained misrepresentations to JC about the timing and delay on their file.
90. On July 26, 2021, the Respondent advised JC in an email that the completed incorporation documents would be “coming through shortly”.
91. Between July 30, 2021 and August 3, 2021, the Respondent received emails from JC and GL, asking whether the incorporation would be done by the end of the week.
92. The Respondent replied on August 3, 2021, stating, “Yes I will pull registrar docs today”.
93. On August 6, 2021, JC emailed both the Respondent and GL to advise that they had still not received the completed incorporation documents.

94. GL followed up on August 6, 2021 with an email to the Respondent stating,

“Braden, [JC] must get the finalized documents today so please sub [sic] them ASAP”.

95. At the time of the Respondent’s termination from the Firm on August 7, 2021, he had not completed the incorporation services for which JC had retained him.

96. Another lawyer(s) at the Firm completed the incorporation services for JC, after the Respondent’s departure from the firm.

97. The Respondent did not keep JC reasonably informed about the status of their incorporation matter.

98. The Respondent did not ensure that JC’s incorporation matter was attended to in a timely manner so that its value to JC was maintained.

99. The Respondent did not take appropriate steps to perform the work he promised to JC.

100. The Respondent did not provide JC with complete and accurate relevant information about their incorporation matter.

Client SL

101. On or about January 29, 2021, the Respondent was retained by client SL through the GL platform, for a fixed fee.

102. SL retained the Respondent to incorporate their company and to provide a ‘website bundle’ involving a service agreement and privacy policy for two businesses.

103. In or about February 2021, SL entered into a limited scope retainer with GL.

104. On February 5, 2021, SL submitted a completed BC Company Checklist to the Firm.

105. On February 10, 2021, SL emailed the Respondent information for the incorporation documents.

106. On February 24, 2021, SL emailed the Respondent to follow up on the status of the incorporation documents.

107. On March 1, 2021 at 2:08 pm, the Respondent replied to SL, stating:

I have my paralegal checking back w[ith] the registry on this. It should’ve come back by now but we have had some longer delays and issues with the registry recently on name requests. Will update again by end of day.

108. On March 1, 2021, SL emailed the Respondent with changes to the shareholders of the incorporation.

109. Subsequently on March 1, 2021, the Respondent replied to SL, stating:

Well that is good timing for us, I'll ensure we revise the submission as you have set out.

If the registry had moved the incorporation process along faster this would have been a bit more of a headache to undo.

110. On March 22, 2021, GL emailed the Respondent about outstanding files aged more than 21 days, and included reference to SL's incorporation and website matters.

111. On April 6, 2021, the Respondent emailed drafts of the incorporation documents to SL.

112. On May 19, 2021, SL emailed the Respondent to advise they had reviewed the documents and thought everything looked good, with one minor comment.

113. Subsequently on May 19, 2021, the Respondent replied to SL, stating:

I will take a look, revise then get these back to you for signature and upload.

Also I think we might have went [sic] backwards on what was charged to you here. I see website bundle charged out on good lawyer [sic] but the incorporation still outstanding.

I will take a look through digital file when I am back at my desk today, as we should have drafts of web bundle documents for you as well.

114. On June 1, 2021, SL signed the Firm's Terms of Legal Service, which specified that SL was a client of the Firm, among other things.

115. On June 22, 2021, SL emailed the Respondent to inquire about the status of the incorporation documents, as well as the website bundle.

116. On July 5, 2021, the Respondent initiated the billing process through the GL system, in relation to SL's incorporation matter.

117. On July 5, 2021, GL issued an invoice to SL in the amount of \$514.50, consisting of legal fees, taxes and the GL fee.

118. On July 5, 2021, the Respondent received a notice of SL's payment from GL, of which \$472.50 was transferred to the Respondent.

119. On July 8, 2021, the \$472.50 payment from SL was deposited electronically into the Respondent's personal banking account (the "SL Deposit").

120. At the time of the SL Deposit, the Respondent had not completed the incorporation services for which he billed SL, and for which he had been retained.

121. The SL Deposit amount of \$472.50 consisted of trust funds.

122. The Respondent did not deposit the \$472.50 in trust funds from SL into a pooled trust account.

123. The Respondent did not record his receipt of \$472.50 in trust funds from SL in the Firm's accounting records.

124. On July 6, 2021 at 7:00 pm, SL emailed the Respondent, with a copy to GL, stating:

I'm just following up on our outstanding incorporation docs and the website bundle. We have now paid for both of these items through [GL], but don't have either of them. We are moving forward with our business and would like to have this sorted out quickly.

Can you please advise the status of our outstanding deliverables?

125. On July 6, 2021, the Respondent replied to SL:

Both should be across in the system. I will be in office this week to pass along directly via email.

Sorry about the issue, we have had problems sending some communications directly through GL email.

126. Subsequently on July 6, 2021, SL replied to the Respondent, stating that they did not see any files in the GL system, and asking for the documents to be provided that week.

127. Between July 7, 2021 and July 9, 2021, SL exchanged emails with MS, a Director of Community at GL, about the status of their incorporation and website bundle, and the Respondent's delay.

128. On July 11, 2021, SL sent an email to the Respondent and MS, stating:

We have our kick-off meeting with our client tomorrow and need to get these items resolved asap. Can you please advise?

We obviously won't be able to get insurance in place ahead of time, but I want to be able to give our client an update on when we will be able to supply the certificate of insurance and I need the incorporation docs to get this sorted out.

We are also outsourcing the redesign of our website starting next week and would like to have them take care of the updated terms and conditions and privacy policy (including data usage per our previous discussions) so I'd like an update on when I can expect this as well.

129. On July 12, 2021, MS emailed the Respondent to inquire into the status of SL's incorporation and website bundle, and stating, in part:

... I am just following up on [SL] just to get an ETA on her work. I know you have been in contact with her, but when I spoke with her yesterday, she had not received the website bundle (she did not see the first copy you had sent), or the paperwork for her incorporation.

I hear you have run into a few issues with the registry getting some incorporations processed. Hopefully that is not the case here but do you know when everything can be expected?

As you have seen from her emails, some of her work is being delayed, so we need to get this resolved as quickly as possible. Please let me know if there is anything we can do on our end to expedite this process.

130. Subsequently on July 12, 2021, the Respondent emailed the website bundle documents to SL for their review and advised that he would send the incorporation documents after he spoke with the registry.

131. On July 15, 2021, SL emailed the Respondent with updated information for their website bundle documents and their website.

132. On July 20, 2021, SL again emailed the Respondent, requesting an update on when they could expect the incorporation documents and advising that they were unable to get insurance until they had received those documents.

133. Subsequently on July 23, 2021, SL emailed both the Respondent and GL, asking when they could expect the incorporation documents.

134. Subsequently on July 23, 2021, TS, Director of Customer Experience at GL, sent an email to the Respondent stating:

Braden – please provide [SL] with an update. I am literally begging you. It blows my mind that you're content to just leave people hanging like this. These client's [sic] livelihoods, hopes and dreams are hinging on your work. Encore's [sic] fault or not, you can't do this to people.

The one note I had for you the other day was to follow up with [SL] and you said you would update her.

I am exasperated – what will it take...?

135. On July 23, 2021 at 1:00 pm, the Respondent replied to TS, “[SL] was updated through the system [TS]. I’ll follow up once again”.

136. Subsequently on July 23, 2021, TS replied to the Respondent:

What does “updated through the system” mean? Did you send her a personal message via your dashboard?

It is clear you’ve been communicating with this client via email (against policy...) so I should think [SL] would be expecting this method of communication to continue.

At this point we don’t care what the resolution is – we just need one.

137. Subsequently on July 23, 2021, the Respondent sent SL updated documents in relation to their website.

138. Between July 24, 2021 and August 6, 2021, emails were exchanged and meetings were arranged between the Respondent and SL with respect to the outstanding work.

139. Subsequently on August 6, 2021, the Respondent and SL had a meeting regarding document review.

140. Subsequently on August 6, 2021, the Respondent sent SL the final drafts of the website bundle documents.

141. At the time of the Respondent’s termination from the Firm on August 7, 2021, he had not completed the incorporation services and website bundle for which SL had retained him.

142. Another lawyer(s) at the Firm completed the incorporation and website bundle services for SL, after the Respondent’s departure from the firm.

143. The Respondent did not keep SL reasonably informed about the status of their matters.

144. The Respondent did not ensure that SL’s matters were attended to in a timely manner so that their value to SL was maintained.

145. The Respondent did not take appropriate steps to perform the work he promised to SL.

146. The Respondent did not provide SL with complete and accurate relevant information about their matters.

147. Contrary to his correspondence to SL, the Respondent did not take any action with the registry regarding the SL incorporation matter.

Client BS

148. On June 30, 2021, the Respondent was retained by client BS through GL under a fixed fee structure.
149. BS retained the Respondent for an advice session and updates to various service agreements in relation to their company.
150. In or about June 2021, BS entered into a limited scope retainer with GL.
151. In or about June 2021, BS signed the Firm's Terms of Legal Service, which specified that BS was a client of the Firm, among other things.
152. On June 10, 2021, a director of BS' company sent the Respondent a service agreement template, and asked for advice regarding corporate matters.
153. On June 22, 2021, BS sent an email to the Respondent, requesting a call regarding the service agreement.
154. Subsequently on June 22, 2021, the Respondent replied to BS, stating "I think your initial email got lost in the mix of a busy work day. Apologies. I am going to take a look over the coming days here to give you a roadmap and estimate of time/cost to complete!"
155. On June 28, 2021, the Respondent and BS set up a telephone call for June 30, 2021 to discuss the service agreement.
156. On July 5, 2021, the Respondent initiated billing to BS through the GL system, in relation to the services agreement matter.
157. On July 5, 2021, GL issued an invoice to BS in the amount of \$504 consisting of legal fees, taxes and the GL fee.
158. On July 5, 2021, the Respondent received a notice of BS's \$504 payment from GL, of which \$420 was transferred to the Respondent.
159. On July 8, 2021, the \$420 payment from BS was deposited electronically into the Respondent's personal bank account (the "BS Deposit").
160. At the time of the BS Deposit, the Respondent had not completed the services for which he billed BS, and for which he had been retained.
161. The BS Deposit amount of \$420 consisted of trust funds.
162. The Respondent did not deposit the \$420 in trust funds from BS into a pooled trust account.

163. The Respondent did not record his receipt of \$420 in trust funds from BS in the Firm's accounting records.
164. Between July 15, 2021 and August 3, 2021, the Respondent exchanged messages with BS regarding a potential telephone call.
165. At the time of the Respondent's termination from the Firm on August 7, 2021, he had not completed the legal services for which BS had retained him.
166. Another lawyer(s) at the Firm completed the legal services for BS, after the Respondent's departure from the firm.
167. On August 16, 2021, TS of GL sent an email to the director of the Firm, stating in part:
- It's just been brought to my attention that [BS] (copied here) and her organization had engaged Braden for a Services Agreement back on June 30th. This file was billed on July 5th but not delivered. It sounds like Braden has stopped responding to emails/texts from [BS].
168. The Respondent did not keep BS reasonably informed about the status of their matter.
169. The Respondent did not ensure that BS's matter was attended to in a timely manner so that its value to BS was maintained.
170. The Respondent did not take appropriate steps to perform the work he promised to BS.
171. The Respondent did not provide BS with complete and accurate relevant information about their matter.

Client HG

172. On or about March 12, 2021, HG retained the Respondent in relation to an asset purchase transaction.
173. The Respondent was retained by HG as a Firm client, at an hourly rate.
174. On April 29, 2021, the Respondent issued Firm Invoice #197 to HG in the amount of \$5,693.57 (the "HG Invoice").
175. At the time of the HG Invoice, the Respondent had completed the legal services for which he had been retained.
176. On April 29, 2021, a payment of \$2,000 was received from HG through the Firm's Clio system, reducing the balance of the HG Invoice to \$3,693.57.

177. At the material time, the Respondent was subject to the Initial Agreement which required him to ensure that HG paid the Firm, rather than the Respondent directly.
178. The Respondent advised HG that they could receive a discount on their bill if they paid the Respondent directly.
179. The Respondent received the following Interac e-transfers totaling \$3,200 from HG:
- a) on May 1, 2021, in the amount of \$800; and
 - b) on May 2, 2021, in the amount of \$2,400.
180. The Respondent deposited the following payments from HG into his personal bank account:
- a) the amount of \$800 deposited on May 1, 2021; and
 - b) the amount of \$2,400 deposited on May 3, 2021.
- (Together, the “HG Deposits”.)
181. The Respondent did not deposit the total of \$3,200 from HG into the Firm’s operating account.
182. By receiving the HG Deposits into his personal bank account, the Respondent deprived the Firm of its portion of the legal fees under the Initial Agreement.
183. The Respondent did not record his receipt of \$3,200 from HG in the Firm’s accounting records as payment on account of services rendered.

Client NP

184. In September, 2020, NP retained the Respondent in relation to various franchising, corporate and real estate matters.
185. The Respondent was retained by NP as a Firm client, at an hourly rate.
186. On September 23, 2020, NP signed the Firm engagement letter which specified that NP was a client of the Firm, among other things.
187. On May 3, 2021, the Respondent exchanged text messages with NP, including a message from the Respondent to NP stating in part:

Hey [NP], let me know what you and [NP’s spouse] decide for payment via CC or interac [sic]. We’re gonna be updating any invoices tomorrow for clients that want to have it discounted :)

188. On May 4, 2021, the Respondent sent an email to NP's spouse stating, among other things:

[NP] asked that I send this your way!

Let us know if you want to make interac payments so I can re-issue the bills.

The Bills were divided out and sent as new invoice links. You can pay them with credit card as I noted, or if you want to pay them within the next few days with interac, we will apply a 10% discount and re-issue the bill. Those discounted amounts would be as follows [...]

189. The Respondent's May 4, 2021 email to [NP's spouse] contained discounted amounts for four pending invoices on the NP file.

190. Subsequently on May 4, 2021, the Respondent forwarded four Firm invoices to [NP's spouse] and stated, in part: "E-transfer can come back to this email at the discounted amounts I sent you in previous email".

191. Between April 29, 2021 and May 31, 2021, the Respondent issued the following four Firm invoices to NP:

- a) Invoice #209 dated April 29, 2021 in the amount of \$136.44;
- b) Invoice #211 dated May 2, 2021 in the amount of \$1,400.38;
- c) Invoice #213 dated May 2, 2021 in the amount of \$832.98;
- d) Invoice #212 dated May 31, 2021 in the amount of \$450.10.

192. At the times the Respondent issued each invoice above, he had completed the legal services for which he billed.

193. At the material times, the Respondent was subject to the Initial Agreement, which required him to ensure that NP paid the Firm rather than the Respondent directly.

194. The Respondent advised NP that they could receive a discount on their bills if they paid the Respondent directly.

195. On May 5, 2021, the Respondent received the following Interac e-transfers from NP in payment of the Firm invoices set out at paragraph 191 above:

- a) Interac e-transfer in the amount of \$1,366.99;
- b) Interac e-transfer in the amount of \$133.06;
- c) Interac e-transfer in the amount of \$813.12; and
- d) Interac e-transfer in the amount of \$433.52.

196. On May 5, 2021, the Respondent deposited the total \$2,746.69 in payments from NP set out at paragraph 195 above into his personal banking account (the “May 2021 NP Deposits”).
197. The Respondent did not deposit the May 2021 NP Deposits into the Firm’s operating account.
198. By receiving the May 2021 NP Deposits into his personal bank account, the Respondent deprived the Firm of its portion of the legal fees under the Initial Agreement.
199. The Respondent did not record his receipt of the \$2,746.69 from NP in the Firm’s accounting records as payment on account of services rendered.
200. On June 28, 2021, the Respondent exchanged text messages with NP, including a message from the Respondent to NP stating in part: “Going to have a Bill out to you and [NP’s spouse] this evening for the lease and can do it etransfer [sic] like last month prior to month end or CC when ready :)”.
201. On July 2, 2021, the Respondent issued Firm Invoice #316 to NP in the amount of \$2,167.15.
202. At the time the Respondent issued Invoice #316, he had completed the legal services for which he billed NP.
203. At the time the Respondent issued Invoice #316, he was subject to the Second Agreement, which required him to ensure that NP paid the Firm, rather than the Respondent directly.
204. On July 30, 2021 and July 31, 2021, the Respondent sent text messages to NP, inquiring about the payment status of Invoice #316.
205. The Respondent advised NP that they could receive a discount on their bill if they paid the Respondent directly.
206. On August 2, 2021, the Respondent received an Interac e-transfer from NP in the amount of \$2,162.17, in payment of Invoice #316.
207. On August 3, 2021, the Respondent deposited the payment of \$2,162.17 from NP electronically into his personal bank account (the “August 2021 NP Deposit”).
208. The Respondent did not deposit the August 2021 NP Deposit into the Firm’s operating account.
209. By receiving the August 2021 NP Deposit into his personal bank account, the Respondent deprived the Firm of its portion of the legal fees under the Second Agreement.

210. The Respondent did not record his receipt of the \$2,162.17 from NP in The Firm's accounting records as payment on account of services rendered.

Medical Issues and Mitigating Circumstances

211. At the time the conduct occurred, the Respondent was 29 years old and had practised for approximately 34 months (2.8 years) when he entered into the first contractor agreement with the Firm. The misconduct in question occurred during a six-month period in which the Respondent was engaged as an independent contractor with the Firm with little or no mentorship or supervision.

212. The Respondent has also explained that, as a result of the misconduct, he has suffered from worsening health issues for which he received treatment including a recent hospitalization. The Respondent provided the Law Society with evidence of this hospital admission.

213. The Respondent is remorseful and has accepted responsibility for the misconduct from the start.