

THE LAW SOCIETY OF BRITISH COLUMBIA

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

AND

JASON CHIEH-SHENG WANG

(a member of the Law Society of British Columbia)

RULE 3-7.1 CONSENT AGREEMENT SUMMARY

1. On May 23, 2025, the Chair of the Discipline Committee approved a consent agreement proposal submitted by Jason Chieh-Sheng Wang (the “Lawyer”) under Rule 3-7.1 of the Law Society Rules (“Rules”).
2. Under the proposal, the Lawyer admitted that he committed the following misconduct, and that it constitutes professional misconduct pursuant to s. 38(4) of the *Legal Profession Act*:
 - (a) On or about May 15, 2023, in the course of representing his client C in a loan matter, the Lawyer notarized the following four legal documents without meeting with the signatories, contrary to Appendix A of the *Code of Professional Conduct for British Columbia*:
 - i. California Jurat Certification of ZYZ for a Continuing Guaranty;
 - ii. California Jurat Certification of JM for a Continuing Guaranty;
 - iii. Spousal Consent of YP; and
 - iv. Spousal Consent of LW.
 - (b) On or about May 15, 2023, in the course of representing his client C in a loan matter, the Lawyer solemnly declared the following three affidavits pertaining to three separate Certifications of Trust when he knew the affidavits contained false information, contrary to one or more of rules 2.2-1 and 3.2-1, and Appendix A of the *Code of Professional Conduct for British Columbia*:

- i. the Affidavit of Execution of ZYZ;
 - ii. the Affidavit of Execution of ZMM; and
 - iii. the Affidavit of Execution of ZHM.
- (c) On or about May 15, 2023, in the course of representing his client C in a loan matter, the Lawyer commissioned the following three Certifications of Trust that were affirmed without the signatories being present before him, contrary to one or more of rules 2.2-1 and 3.2-1, and Appendix A of the *Code of Professional Conduct for British Columbia*:
 - i. Certification of Trust of ZYZ;
 - ii. Certification of Trust of ZMM; and
 - iii. Certification of Trust of ZHM.
3. Under the proposal, the Lawyer agreed to be suspended from the practice of law for a period of one month, commencing on June 16, 2025.
4. In making its decision, the Chair of the Discipline Committee considered an Agreed Statement of Facts dated May 1, 2025, a letter to the Chair of the Discipline Committee and the outcomes in prior, similar matters. The Chair also considered that the Lawyer did not have a prior professional conduct record.
5. This consent agreement will now form part of the Lawyer's professional conduct record.
6. Pursuant to Rule 3-7.1(5) of the Rules, and subject to Rule 3-7.2 of the Rules, the Law Society is bound by an effective consent agreement, and no further action may be taken on the complaint that gave rise to the agreement.
7. The admitted facts set out in the Agreed Statement of Facts are summarized below.

Summary of Facts

Member Background

8. The Lawyer was called to the bar and admitted as a member of the Law Society of British Columbia on May 1, 2007.
9. The Lawyer currently practises law primarily in the areas of real estate law (both commercial and residential), and corporate law. The Lawyer also does some commercial transaction work.

10. Since November 2009 the Lawyer has practiced at a law firm in Vancouver, British Columbia.

Background Facts

11. In April 2023, the Lawyer was retained by a group of companies (the “Client”) to assist with obtaining financing from an American bank (the “Lender”).
12. Upon being retained, the Lawyer was advised that the Client was in difficult financial circumstances, and that it wished to obtain a loan from the Lender on an urgent basis.
13. The loan was in the amount of \$3,325,000. It was evidenced by an interest only promissory note and secured by five pieces of art work as collateral.
14. The loan was personally guaranteed by ZYZ and JM, whose respective families held the majority of the shares of the Client. The loan also required the approval of their respective spouses, YP and LW, documented by spousal consents.
15. Between late April 2023 and early May 2023, the Lawyer exchanged correspondence with the Lender and the Lender’s legal counsel, in which the Lender advised that it required the notarization of documents prepared in America, pertaining to trusts, guarantees, and spousal consents.
16. The Lawyer communicated to the Lender and its counsel that the in-person notarization of the loan documents was impracticable because certain individuals whose signatures were required resided in China.
17. The Lawyer and the Lender ultimately agreed that the notarization of the loan documents by video conference would suffice.

Improper Notarization of Continuing Guaranties and Spousal Consents

18. On May 15, 2023, the Lawyer purported to notarize four loan documents: two California Jurat Certifications for the Continuing Guaranties of ZYZ and JM (the “Continuing Guaranties”), and two Spousal Consents for YP and LW (the “Spousal Consents”).
19. The Lawyer “notarized” the Continuing Guaranties and the Spousal Consents without meeting with the signatories by video or at all, and without witnessing their signatures.
20. The Continuing Guaranties and the Spousal Consents each had a paragraph that the Lawyer filled in with his name and the name of each signatory, and that included his confirmation that the documents were witnessed and executed via video-conference, when this had not occurred.

21. The Lawyer also failed to properly verify the identity of YP and LW when he purported to notarize their Spousal Consents.

False Affidavits

22. On May 15, 2023, the Lawyer solemnly declared three affidavits of execution relating to three separate Certifications of Trust for ZYZ, ZMM, and ZHM (the “Affidavits of Execution”), when he knew that the Affidavits of Execution contained false information.
23. In particular, each of the Affidavits of Execution included the following, followed by the Lawyer’s signature:

I, Jason Chieh-Sheng Wang, Lawyer, of the City of Vancouver, in the Province of British Columbia, do solemnly declare that:

1. While connected via video technology, [name of signatory] showed me the front and back of his current government-issued photo identification. I compared the video image of [name of signatory] and the information in [name of signatory’s] government-issued photo identity document and was reasonably satisfied that it was the same person and that the document was valid and current.
2. [Name of signatory] and I both had paper copies of the Instrument before each of us, and together we reviewed each page of the Instrument, verified that the pages were identical, proceeded to initial each page in the lower right corner and I watched [name of signatory] sign his name to the Instrument on the page where required while connected to vide technology.
3. [Name of signatory] sent the signed Instrument electronically to me. I compared each page of the copy received from [name of signatory] against the copy that was before me in the video conference and was satisfied that the two copies were identical.
4. I am satisfied that the process of executing the Instrument by video technology was necessary, because it was impossible or unsafe, for medical reasons, for [name of signatory] and myself to be physically present together.

SWORN before me at the City of Vancouver,
in the Province of British Columbia, the 15 day of
May 2023.

24. The Lawyer solemnly declared the contents of the Affidavits of Execution to be true when he knew that he had not met with any of the signatories of the Certifications of Trust (defined as the “Instrument” in each of the Affidavits of Execution) via video conference or at all, and had not witnessed any of their signatures.
25. The Lawyer solemnly declared the contents of the Affidavits of Execution to be true when he knew that no medical reasons presented so as to justify the absence of an in-person meeting between the Lawyer and the signatories for the signing of the Certifications of Trust.

Improperly Commissioned Certifications of Trust

26. On May 15, 2023, the Lawyer commissioned three Certifications of Trust for ZYZ, ZMM, and ZHM (the “Certifications of Trust”).
27. The Certifications of Trust included the following, followed by the Lawyer’s signature and stamp:

DECLARED BEFORE ME at the
City of Vancouver, in the Province of
British Columbia this 15 day of
May, 2023.

28. The Lawyer commissioned the Certifications of Trust when the signatories were not present before him.
29. On May 17, 2023, the Lawyer emailed counsel for the Lender providing the signed loan documents, with a cover letter advising that the loan documents had been “executed by [the Client].”
30. On May 21, 2023 counsel for the Lender raised several concerns via email with respect to whether the loan documents were properly executed, and the Lawyer did not respond to these concerns or make any attempts to correct them.
31. On May 23, 2023, counsel for the Lender emailed the Client’s Director of Finance and the representatives from the Lender, copying the Lawyer, advising that the “notarized” loan documents previously provided by the Lawyer would be accepted by the Client as is, “for the sake of convenience.”

Deleted WeChat Messages

32. The Lawyer deleted relevant WeChat messages prior to the commencement of the Law Society’s investigation. These included deleted messages between the Lawyer and the

Client between approximately May 9 and May 13, 2023, in which the Lawyer agreed to proceed with the notarization and commissioning of the loan documents without the signatories being present by video conference as required.

33. The Lawyer knew or ought to have known that deleting this client correspondence was contrary to his obligation to maintain and preserve his client's files and records.

Mitigating Factors

34. The Lawyer is remorseful, and self-reported his misconduct to the Law Society.
35. A family member of the Lawyer was very ill and required a medical procedure in April 2023, which was a significant personal stressor.
36. The Lawyer fully cooperated in efforts to resolve the matter and admitted his misconduct.