

THE LAW SOCIETY OF BRITISH COLUMBIA

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

AND

ROBERT L. DICK

(a member of the Law Society of British Columbia)

RULE 3.7-1 CONSENT AGREEMENT

1. On July 2, 2025, the Chair of the Discipline Committee approved a proposal submitted by Robert L. Dick (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 professional misconduct:
 1. Between approximately mid-2018 and November 2021, in the course of acting for his client NRC Ltd. in relation to a business venture, including obtaining approval for a cannabis retail store license and securing premises for the business (the “Business Venture”), the Lawyer failed to do the following, contrary to rules 2.2-1 and 3.2-7 of the *Code of Professional Conduct for British Columbia*:
 - a. be on guard against becoming the tool or dupe of an unscrupulous client or other persons;
 - b. make reasonable inquiries about the circumstances, including but not limited to:
 - i. the identity of the client or other persons, or both;
 - ii. the subject matter and objectives of the retainer; and/or
 - iii. the source of the funds for the Business Venture; and
 - c. decline to act or continue to act in the matter until there was a reasonable basis for believing that the nature and purpose of the Business Venture were legitimate.

2. In approximately November 2021, in the course of representing his client NRC Ltd. in relation to a cannabis retail business venture, including a proposed lease of premises for the business (“the Premises”), the Lawyer acted in a conflict of interest by introducing the landlord of the Premises to a competing cannabis retailer as a prospective tenant, contrary to rule 3.4-1 of the *Code of Professional Conduct for British Columbia*.
3. The Lawyer consented to a suspension of two months.
4. The Chair of the Discipline Committee considered an Agreed Statement of Facts and a letter containing the Lawyer’s consent agreement proposal. The Chair of the Discipline Committee also considered that the Lawyer does not have a prior professional conduct record. This consent agreement will now form part of the Lawyer’s professional conduct record.
5. 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.
6. The admitted facts, set out in the Agreed Statement of Facts, have been anonymized and summarized below.

Summary of Misconduct

Background

7. The Lawyer was called to the bar and admitted as a member of the Law Society of British Columbia in May 1988.
8. The Lawyer practises almost exclusively in the area of criminal defence law.
9. In approximately mid-2018, the Lawyer was approached by DC, an existing criminal law client, for assistance concerning a proposed business venture involving an application for retail cannabis licensing.

10. The Lawyer had met DC about 20 years earlier through his criminal practice, when DC and his associate, GS, were both understood by the Lawyer to be involved in the illicit cannabis industry.
11. Both DC and GS were interested in entering legalized retail cannabis sales. As a result, in about early summer 2018, DC and GS attended a meeting with a representative from Rising Tide Consultants, an industry consultant for the provincial licensing application process (the “Consultant”).
12. The Lawyer also attended the meeting in 2018 with DC, GS, and the Consultant.
13. At the meeting, the Consultant expressed concern with respect to both DC and GS as applicants for the licensing process, due to their apparent former involvement in the illicit cannabis industry and issues with their taxes reportedly not being up to date.
14. At the time of the meeting with the Consultant, the Lawyer was aware that DC reportedly remained involved in the illicit cannabis sector.
15. At the meeting, the Consultant advised that this situation was commonly dealt with what he referred to as a “white knight” applicant. The Lawyer understood that the “white knight” applicant process involved using a purported applicant to cloak the identity of the true applicant.
16. As a result of the concerns raised by the Consultant, DC involved an acquaintance of his, SB, with the proposed business venture. It was understood by the Lawyer that DC involved SB in order for SB to serve as the “white knight” applicant and to conceal DC’s apparent taxation issues and involvement in the illicit cannabis industry.
17. The proposed business venture involved using SB’s company, NRC Ltd., as the corporate vehicle to open and operate a retail cannabis store at leased premises in New Westminster owned by GK (the “Premises”).
18. At all material times, SB was the sole director and shareholder of NRC Ltd.

19. In order to operate the business, NRC Ltd. needed to obtain a Non-Medical Cannabis Retail Store license from the Provincial Liquor & Cannabis Regulation Branch (the “Province”) and approval from the City of New Westminster (the “City”).
20. At the material times, it was the Lawyer’s understanding that there was some form of partnership between SB and DC in the business venture, in which DC was a “silent partner” and financed the venture while SB was the name associated with the venture. The Lawyer further understood that DC was the driving force behind the business venture, providing instructions to the Lawyer and Consultant and providing funds in cash to pay the expenses of the business venture.
21. At the material times, the Lawyer was aware that the provincial cannabis licensing application process required financial transparency.
22. At the material times, the Lawyer was aware of the involvement of SB and NRC Ltd. with the licensing application process and of their apparent purpose as “white knight” applicants to conceal DC’s involvement, including by appointing SB as the sole director and shareholder of NRC Ltd.
23. The Lawyer was aware that there would have to be dishonesty involved in preparing and submitting the licensing application to the Province, in order for the “white knight” application to succeed.
24. The Lawyer made no inquiries to determine whether the true sources of funding for the business were being disclosed to the Province in the licensing application.

The Lawyer’s Work for NRC Ltd.

25. Between approximately late September and December 2018, the Lawyer did the following work on instructions from DC:
 - i. drafting and negotiating with GK the 2018 Letter of Intent to Lease for NRC Ltd.’s proposed lease of the Premises (the “2018 LOI”); and

- ii. assisting with the preparation of NRC Ltd.'s business plan for its application to the City for approval to operate the business at the Premises.
- 26. The City's approval application process required the submission of a comprehensive business plan, including information about the ownership of the business and how it would be operated and funded (the "Business Plan").
- 27. The Lawyer's work on NRC Ltd.'s Business Plan consisted of:
 - iii. providing financial data to NRC Ltd.'s accountant to prepare projected financial statements, including information concerning the \$30,000 in pre-application costs already expended, and that SB had secured an estimated \$300,000 line of credit secured by a mortgage against his family home (the "LOC"); and
 - iv. editing the executive summary portion of the Business Plan, which described SB as NRC Ltd.'s owner, sole shareholder, and the source of corporate financing.
- 28. The Lawyer was aware that SB obtained the LOC as a result of advice from the Consultant that the Province would require NRC Ltd. to demonstrate that it was appropriately funded to open and operate the business, at an estimated cost of about \$300,000.
- 29. At the material times, the Lawyer understood that DC was providing funding for the business venture, but did not know the details of the arrangements between DC and SB and did not make inquiries about them.
- 30. The Lawyer was also informed by DC that the funds being provided by DC for the business venture, including payments and/or deposits for rent on behalf of NRC Ltd., were being made in cash.
- 31. The Lawyer made no inquiries about the source of the funds being provided in cash by DC. At the material times, the Lawyer was not aware of any legitimate sources of income for DC.

32. The Lawyer did not identify any funding from DC in the financial data he sent to NRC Ltd.'s accountant, and did not disclose DC's name for the purpose of preparing projected financial statements.

Information Undisclosed to the City

33. In December 2018, NRC Ltd.'s Business Plan was submitted to the City for approval, with the Lawyer's knowledge.
34. DC's name was not disclosed in the Business Plan submitted to the City for approval as a funding source, or at all.
35. As at the time the Business Plan was submitted to the City for approval, the Lawyer's understanding was that SB's involvement with the business venture was passive, whereas DC was the principal and the "main man".
36. The Business Plan presenting a misleading picture of the business and its sources of funding, including what NRC Ltd. was and who was behind it.

Events Following the Application Submissions

37. By about early 2019, the City had accepted a bid tendered by a competing applicant to operate a retail cannabis store at a different location within the area of the Premises.
38. In about early February 2021, the City notified SB that the competing applicant was not proceeding, and sought confirmation as to whether NRC Ltd. wanted to proceed with its approval application. The City also requested confirmation that a lease or an option to lease the Premises was still in place, if NRC Ltd. intended to move forward.
39. At the request of DC, the Lawyer provided DC with another copy of the 2018 LOI to use as a precedent for preparing an updated LOI to proceed with NRC Ltd.'s approval application to the City.
40. The 2018 LOI was subsequently revised, re-dated to March 1, 2021, and signed by the SB and GK (the "2021 LOI").

41. The 2021 LOI provided that the parties would execute a lease upon the City rezoning the property for cannabis sales, on or before November 1, 2021.
42. On March 24, 2021, at the request of DC, the Lawyer personally delivered a \$7,400 cheque to GK on the understanding that it was for a payment under the 2021 LOI. The payor was MTO Investments Inc., a third-party corporation owned by GS.
43. The Lawyer did not make inquiries as to the reason why the cheque was being provided by MTO Investments Inc. or the source of the funds, including any inquiries to determine whether the funds may have represented the proceeds of crime.

Approvals Obtained from the City and the Province

44. At DC's request, the Lawyer attended the City's public hearing on April 19, 2021 concerning NRC Ltd.'s application for approval to operate its business at the Premises. The Lawyer prepared and provided to DC written submissions for the hearing, which described SB as NRC Ltd.'s principal. The written submissions were provided to the City by DC or DC's spouse.
45. The Lawyer also made oral submissions at the City's hearing, introducing himself as counsel for NRC Ltd.
46. There was no mention of DC in either the written submissions or the oral submissions made by the Lawyer at the City's hearing.
47. On June 7, 2021, the City rezoned the Premises to allow cannabis retail sales.
48. On July 15, 2021, the Province issued NRC Ltd. a one-year approval in principle for the license.

Lease Negotiations and Personal Loan to DC

49. Between approximately August and November 2021, the parties engaged in negotiations concerning the terms of a formal lease for the Premises.

50. The Lawyer's work during this time, on instructions from DC, included drafting and negotiating with GK the terms of a proposed lease agreement with NRC Ltd.
51. On October 4, 2021, at DC's request, the Lawyer delivered a personal cheque to GK in the amount of \$3,990, on the understanding that it was for unpaid October rent owing under the 2021 LOI. The funds were advanced by the Lawyer for DC as a loan.
52. DC subsequently repaid the loan to the Lawyer in cash.
53. The Lawyer did not make inquiries about the cash he received from DC, including its source and any inquiries to determine whether the funds may have represented the proceeds of crime.

SB's Lease with GK

54. In about mid-November 2021, SB proceeded to sign a form of lease agreement with GK for NRC Ltd.'s lease of the Premises.
55. On or about November 15, 2021, GK attended the Lawyer's office and advised him that SB had stopped payment on a personal cheque that he had delivered to GK for overdue rent, and then lied to GK by saying the bank had made a mistake in processing the cheque. GK was angry and stated he had no intention of doing business with SB.
56. The Lawyer had not spoken with SB since approximately mid-2021, and had no instructions from SB concerning the lease or GK's allegations.
57. In about mid to late November 2021, GK informed the Lawyer that he had received legal advice and was not proceeding with the NRC Ltd. tenancy. GK asked the Lawyer if he knew of anyone else who might be interested in leasing the premises, and the Lawyer suggested that he speak to GS.
58. At the material time, GS had become an owner and director of MC Ltd., which operated a retail cannabis store in Vancouver.

59. Subsequently, GK entered into a tenancy agreement with GS for MC Ltd.'s operation of a cannabis store at the Premises.
60. The Lawyer did not consider that referring GK to a competitor was potentially contrary to NRC Ltd.'s interests, if NRC Ltd. wanted to secure the performance of the lease.
61. The Lawyer placed himself in a conflict of interest by referring GK to a competing cannabis retailer as a potential new tenant of the Premises in circumstances where:
 - v. he had been acting for NRC Ltd. concerning its efforts to secure a lease of the Premises from GK;
 - vi. he had no instructions from SB concerning GK's allegations that SB had lied and misled him; and
 - vii. he did not have, and did not seek, instructions from NRC Ltd., SB, or DC concerning a position to take in response to GK's position regarding the lease, including whether NRC Ltd. wished to secure performance of the lease.

Mitigating Factors

62. The Lawyer is remorseful. In particular, he now understands and acknowledges that he proceeded to act in this matter in the face of numerous red flags, and failed to make reasonable inquiries or to decline to act or continue to act in the circumstances.
63. The Lawyer has made admissions regarding the misconduct in issue and has, through his legal counsel, cooperated with discipline counsel in a timely way to propose a resolution by consent pursuant to Rule 3-7.1.
64. The Lawyer did not gain any personal benefit, including legal fees, as a result of the misconduct.