

**LAW SOCIETY OF BRITISH COLUMBIA TRIBUNAL
HEARING DIVISION**

BETWEEN:

THE LAW SOCIETY OF BRITISH COLUMBIA

AND:

RAJESH SONI

RESPONDENT

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

1. On April 2, 2026, the Discipline Committee considered and accepted a proposal submitted by Rajesh Soni (the “Respondent”) under Rule 4-29 of the Law Society Rules (the “Rules”).
2. Under the Rule 4-29 proposal, the Respondent admitted to the 19 allegations of professional misconduct alleged in the citation issued on February 13, 2025 (the “Citation”).
3. Under the Rule 4-29 proposal, the Respondent tendered his resignation from the Law Society effective April 9, 2026 and gave an undertaking that, for a period of 10 years commencing on that date, the Respondent will not:
 - (a) engage in the practice of law in British Columbia with or without the expectation of a fee, gain or reward, whether directly or indirectly;
 - (b) apply for re-instatement to the Law Society of British Columbia or elsewhere within Canada;

- (c) apply for membership in any other law society (or like governing body regulating the practice of law) without first advising the Law Society of British Columbia in writing; or
 - (d) 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.
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 an Agreed Statement of Facts and a letter to the Chair of the Discipline Committee in which the Respondent admitted the disciplinary violations and gave his undertaking as above.
 6. As part of the Rule 4-29 proposal, the Respondent has acknowledged that, pursuant to Rule 4-29(5) of the Rules, his undertaking not to practice law means that he is a person who has ceased to be a member of the Law Society of British Columbia as a result of disciplinary proceedings and that section 15(3) of the *Legal Profession Act*, S.B.C. 1998, c. 9 (the "*LPA*"), applies to him.
 7. Should the Respondent apply for reinstatement at the conclusion of the term of his undertaking in April 2036, pursuant to section 19(3) of the *LPA* a mandatory credentials hearing must be held to consider his good character and fitness to practice law. The Respondent would bear the onus of demonstrating that he meets the requisite standards. The Respondent's professional conduct record reflecting this admitted misconduct, as well as any 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 of British Columbia would have the opportunity to seek appropriate conditions to protect the public.

9. As such, the public will be protected as the Respondent is not permitted to practice law for a minimum of 10 years. The geographic scope of the undertaking (specifically the prohibition against practising elsewhere in Canada and the requirement to inform the Law Society if he applies to practice elsewhere in the world) adds an additional layer of protection beyond the orders that could be made by a discipline hearing panel.
10. The admitted allegations in the Citation are as follows:

Misleading Clients

1. The Respondent admits that, between approximately May 2021 and July 2022, in the course of representing AA (the “Client”) regarding their immigration application (the “Application”) with Immigration, Refugee, and Citizenship Canada (“IRCC”), he made the following representations to the Client that he knew were false or misleading, contrary to one or more of rules 2.1-3, 2.2-1 and 3.2-2 of the *Code of Professional Conduct for British Columbia*:
 - a. in or about May 2021, the Respondent represented to the Client that the Application was delayed due to the Government of Canada’s wait times, when the Respondent knew in or about March 2021 that the Application had been rejected because he failed to include the required Application fee;
 - b. in approximately September 2021, the Respondent stated to the Client that he should expect their permanent residency status to be approved in or about February 2022, when the Respondent knew that he had not taken any steps to advance the Application after he was aware of its initial rejection in or about March 2021;
 - c. on December 15, 2021, the Respondent provided a report to the Client about the status of their matter in which he represented that:

- i. he had called IRCC on September 28, 2021 requesting an update on the Application and had spoken to a representative who had advised there was no update;
 - ii. he had received an email from IRCC on November 16, 2021 stating that the Application fee had not been paid, to which he had responded by providing proof of payment the next day and requesting that they process the Application;
 - iii. he called IRCC on November 30, 2021 and was told that he would receive an update regarding the Application either shortly before or after the “Christmas break”;
 - d. in an email dated January 19, 2022, the Respondent provided the Client with a fabricated letter purportedly from IRCC, which stated, among other things, that the COVID-19 pandemic had “substantially hindered this department's ability to handle applications, and there is a massive back log that has been created” and that the Application would be processed in the next month, when he knew that he had fabricated the letter;
 - e. in an email dated February 17, 2022, the Respondent provided the Client with a fabricated letter purportedly from IRCC, stating that the Client had reached the next step of the application process and setting out a number of questions about the Client’s circumstances, when he knew that he had fabricated the letter; and
 - f. in a letter dated July 20, 2022 to the Client’s new counsel, the Respondent stated that he “forgot to send proof” that he had paid the Application fee, when he knew that he had not paid the Application fee.
2. The Respondent admits that, between approximately January 2022 and January 2024, in the course of representing BB (the “Client”) regarding their application for divorce and name change in the BC Supreme Court, he misled or attempted to

mislead the Client by doing the following, contrary to one or more of rules 2.1-3, 2.2-1 and 3.2-2 of the *Code of Professional Conduct for British Columbia*:

- a. providing the Client with a document purporting to be an entered divorce order dated January 24, 2022 (the “Divorce Order”), when the Respondent knew that the Divorce Order had neither been applied for nor obtained;
- b. providing the Client with a document purporting to be an entered Certificate of Divorce dated February 23, 2022 (the “Divorce Certificate”), when he knew that the Divorce Certificate had neither been applied for nor obtained;
- c. providing the Client with a document purporting to be a letter dated October 17, 2022 from the Head of the BC Public Service, and advising that the Client’s name change application had been approved and registered, when the Respondent knew that he had fabricated the letter and its contents were false and misleading;
- d. stating, in an email dated January 13, 2023 to the Client, that he:
 - i. had applied for a Certificate of Name Change on their behalf, when he had not done so; and
 - ii. had spoken to an agent at the Department of BC Vital Statistics who said that the government is “generally behind on well everything” and “would not have completely updated its records yet”, and therefore the Client could expect a further delay of four to six weeks to receive the Certificate of Name Change;
- e. providing the Client with a fabricated document purporting to be a letter dated March 25, 2023 from him to an assistant registrar at BC Vital Statistics, and purporting to confirm “that the Agency will agree to compensate my client for value of their ticket purchased to travel if she does not receive the Certificate of Name Change by April 17, 2023”, when

the Respondent knew that he had fabricated the letter and its contents were false and misleading;

- f. providing the Client with a fabricated document purporting to be a letter dated April 1, 2023 from him to BC Vital Statistics, alleging that they had failed to respond to his correspondence which was “simply inexcusable” and demanding that the Certificate of Name Change be delivered to the Client by April 17, 2023, when he knew that he had fabricated the letter and its contents were false and misleading;
- g. providing the Client with a fabricated document purporting to be a letter dated April 10, 2023 from BC Vital Statistics to him, stating that if the Certificate of Name Change was not delivered to the Client by April 17, 2023, the Client would receive financial compensation on the understanding that the Client would not be permitted to publicly discuss that compensation, when the Respondent knew that he had fabricated the letter and its contents were false and misleading;
- h. providing the Client with a fabricated document purporting to be a letter dated April 14, 2023 from him to BC Vital Statistics, requesting financial compensation of \$440.00 for the Client if the Certificate of Name Change was not delivered to the Client and advising that the cheque should be made payable to his law firm’s trust account, when the Respondent knew that he had fabricated the letter and its contents were false and misleading;
- i. providing the Client with a fabricated document purporting to be a letter dated April 18, 2023 from him to BC Vital Statistics, requesting financial compensation for the Client of \$4,491.74 and an update about the Certificate of Name Change, when he knew that he had fabricated the letter and its contents were false and misleading;
- j. providing the Client with a fabricated document purporting to be a letter dated May 15, 2023 from BC Vital Statistics to him, stating that the delay

in issuing the Certificate of Name Change was caused by the government, and that a cheque for \$4,491.74 was enclosed, when the Respondent knew that he had fabricated the letter and its contents were false and misleading;

- k. on May 16, 2023, issuing a cheque to the Client for \$4,491.74 purporting to be compensation from the government, when he knew that was not true;
- l. in approximately October 2023, telling the Client that he would go to court to obtain an order compelling the government to issue the Certificate of Name Change, when he knew or ought to have known that no such application had been or would be brought;
- m. on January 23, 2024, telling the Clients that he had gone to court on their matter and the judge was “upset” at the government, when he knew that was not true; and
- n. on or about January 23, 2024, providing the Client with the following fabricated documents, when he knew that he had fabricated the documents and their contents were false and misleading:
 - i. a Notice of Application returnable November 22, 2023, purportedly filed by the Respondent in the BC Supreme Court and containing a falsified court filing stamp dated November 16, 2023;
 - ii. a supporting affidavit purporting to be sworn by the Respondent on November 16, 2023, containing a falsified court filing stamp of the same date and attaching two fabricated letters dated July 29, 2022 and October 17, 2022, purporting to be correspondence from the Head of the BC Public Service to the Respondent; and
 - iii. a document purporting to be a court order made by the Honourable Justice Butler, containing a falsified court filing stamp dated November 22, 2023 and stating, among other things, that the

government of BC was ordered to provide the Certificate of Name Change to the Client by February 5, 2024.

3. The Respondent admits that, between approximately June 2023 and January 2024, in the course of representing CC (the “Client”) in an appeal regarding a loan dispute, he misled or attempted to mislead the Client by doing the following, contrary to one or more of rules 2.1-3, 2.2-1 and 3.2-2 of the *Code of Professional Conduct for British Columbia*:
 - a. in or about June 2023, telling the Client that he could not be present at the hearing of the appeal because, due to the pandemic, only lawyers were permitted to attend, when the Respondent knew this was not true;
 - b. on June 20, 2023, providing or showing to the Client a document purporting to be a Weekly Hearing List for the BC Court of Appeal indicating that the Client’s appeal would be heard on June 21, 2021 [sic], when he knew that the appeal had already been heard and dismissed on [date omitted];
 - c. providing the Client with a fabricated document purporting to be an email dated June 20, 2023 from opposing counsel in the appeal proceedings, stating that the court was “having issues with their systems, causing incorrect information to be shown in different files on Court Services Online”, when the Respondent knew that he had fabricated the email and its contents were false and misleading;
 - d. providing the Client with a fabricated document purporting to be an email dated June 22, 2023 from a court scheduler for the BC Court of Appeal, stating that they had “been advised by the judging panel for your hearing that they will be delivering Oral Reasons for Judgment on June 29, 2023”, when the Respondent knew that he had fabricated the email and its contents were false and misleading;

- e. providing the Client with a fabricated document purporting to be an email string dated June 29, 2023 between the Respondent and a court scheduler for the BC Court of Appeal, and purportedly showing that the court scheduler advised the Respondent that the Reasons for Judgment for the appeal would be released the week of July 10-15, 2023, when he knew that he had fabricated the email string and its contents were false and misleading;
 - f. providing the Client with a fabricated document purporting to be Reasons for Judgment in the appeal, which indicated that the hearing occurred on June 21, 2023 with reasons delivered June 29, 2023, when the Respondent knew that reasons for judgment were issued on [date omitted] and he had falsified the dates on the Reasons for Judgment;
 - g. on January 24, 2024, providing the Client with a fabricated document purporting to be an email string with five emails dated January 12-22, 2024, between the Respondent and Supreme Court Scheduling about scheduling an application, when he knew that he had fabricated the email string and its contents were false and misleading;
 - h. on January 26, 2024, providing the Client with a fabricated document purporting to be an email string with two emails dated January 22 and 26, 2024, between the Respondent and opposing counsel about the Client's application, when he knew that he had fabricated the email string and its contents were false and misleading.
4. The Respondent admits that, between approximately November 2022 and December 2023, in the course of representing DD (the "Client") in a debt collection matter, the Respondent misled or attempted to mislead DD by doing the following, contrary to one or more of rules 2.1-3, 2.2-1 and 3.2-2 of the *Code of Professional Conduct for British Columbia*:

- a. on November 21, 2022, advising the Client that the Respondent had “commenced the claim” and would seek a default judgment if the defendants did not respond in 21 days, when he knew that he had not yet filed the Notice of Civil Claim in the Client’s proceeding nor served it on the defendants;
- b. on March 22, 2023, telling the Client that he had obtained a default judgment in the Client’s proceeding, when he knew that was not true;
- c. in March 2023, seeking instructions from the Client to get the purported default judgment certified in the Arizona Supreme Court, when he knew that no default judgment had been obtained;
- d. failing to inform the Client that a Response to Civil Claim had been filed by the defendants on [date omitted] alleging that the Client’s claim was statute-barred;
- e. between approximately July and August 2023, preparing an affidavit to be sworn by the Client stating that a default judgment had been obtained when he knew that statement was not true;
- f. on November 17, 2023, providing the Client with a document purporting to be a contract from a debt collection agency in California, when he knew he had fabricated the contract;
- g. on November 27, 2023, advising the Client that he had contacted and retained a law firm to investigate the “fraudulent” purported contract from the debt collection agency in California, when he knew that he had not retained any law firm for that purpose;
- h. on December 6, 2023, obtaining a second retainer agreement from the Client to enforce the purported default judgment, when he knew that no default judgment had been obtained; and

- i. on December 12, 2023, advising the Client that he had sent documents for financial discovery to a process server to be served on one of the defendants, when he knew that was not true.

Fabricating Documents

5. The Respondent admits that, between January 2022 and February 2022, in the course of representing AA (the “Client”) regarding their immigration application with IRCC, he fabricated and delivered to the Client letters dated January 14, 2022 and February 15, 2022, both purporting to be official correspondence from IRCC.
6. The Respondent admits that, between approximately January 2022 and January 2024, in the course of representing BB (the “Client”) regarding their application for divorce and name change in the BC Supreme Court, he fabricated and delivered to the Client the following documents:
 - a. a document purporting to be an entered divorce order signed by Justice Armstrong, dated January 24, 2022;
 - b. a document purporting to be an entered Certificate of Divorce dated February 23, 2022;
 - c. letters dated July 29, 2022 and October 17, 2022, purporting to be correspondence from the Head of the BC Public Service to the Respondent;
 - d. letters dated March 25, 2023, April 1, 2023, April 14, 2023 and April 18, 2023 purporting to be correspondence from the Respondent to an assistant registrar at BC Vital Statistics;
 - e. a letter dated April 10, 2023, purporting to be correspondence from BC Vital Statistics to the Respondent;

- f. a letter dated May 15, 2023, purporting to be correspondence from BC Vital Statistics to the Respondent and enclosing a “confidentiality agreement”;
 - g. a document dated November 16, 2023 purporting to be a Notice of Application filed in the BC Supreme Court Registry;
 - h. a document dated November 16, 2023 purporting to be an affidavit sworn by the Respondent, commissioned by another lawyer, and filed in the BC Supreme Court Registry; and
 - i. a document purporting to be an entered court order dated November 22, 2023, made by the Honourable Justice Butler and requiring the government of BC to provide a Certificate of Name Change to the Client by February 5, 2024.
7. The Respondent admits that, between approximately June 2023 and January 2024, in the course of representing CC (the “Client”) in an appeal regarding a loan dispute, he fabricated and presented and/or delivered to the Client the following documents:
- a. a document purporting to be a Weekly Hearing List for the BC Court of Appeal showing that the Client’s appeal would be heard on June 21, 2021 [sic];
 - b. a document purporting to be an email dated June 20, 2023 from opposing counsel in the appeal proceedings to the Respondent;
 - c. a document purporting to be an email dated June 22, 2023 from a court scheduler for the BC Court of Appeal;
 - d. a document purporting to be an email string dated June 29, 2023 between the Respondent and a court scheduler for the BC Court of Appeal;

- e. a document purporting to be Reasons for Judgment in the appeal, which indicated that the hearing occurred on June 21, 2023 with reasons delivered June 29, 2023;
 - f. a document purporting to be an email string with five emails dated January 12-22, 2024, between the Respondent and Supreme Court Scheduling; and
 - g. a document purporting to be an email string with two emails dated January 22 and 26, 2024, between the Respondent and opposing counsel.
8. The Respondent admits that, in approximately November 2023, in the course of representing DD (the “Client”) in a debt collection matter, he fabricated and delivered to the Client a document purporting to be a contract from Ta debt collection agency in California.

Forged Signatures and False Affidavits

9. The Respondent admits that, on or about November 16, 2023, in relation to his client BB, he knowingly created false, misleading, or fabricated evidence when he did the following, contrary to one or more of rules 2.1-5, 2.2-1 and 5.1-2 of the *Code of Professional Conduct for British Columbia*:
- a. forged the signature of another lawyer in an affidavit made by the Respondent and purportedly commissioned and filed on November 16, 2023; and
 - b. used the other lawyer’s jurat stamp without their authorization.
10. The Respondent admits that, between approximately July 2023 and August 2023, he prepared and delivered to his client, DD (the “Client”) a draft affidavit to be sworn by the Client, and he instructed the Client to swear the affidavit, when he knew the affidavit contained false, misleading, or fabricated evidence, contrary to one or more of rules 2.2-1 and 5.1-2 of the *Code of Professional Conduct for British Columbia* and his fiduciary duties to his clients.

Quality of Service

11. The Respondent admits that, between approximately August 2020 and July 2022, in the course of representing AA (the “Client”) regarding their immigration application with IRCC, he failed to provide the Client 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*, by failing to do the following:

- a. ensure that the Client’s matter was attended to in a timely manner so that its value to the Client was maintained;
- b. take appropriate steps to perform the work promised to the Client, or informing or explaining to the Client when it was not possible to do so; and
- c. provide the Client with complete and accurate relevant information about the matter.

12. The Respondent admits that, between approximately May 2021 and January 2024, in the course of representing BB (the “Client”) regarding their application for divorce and name change in the BC Supreme Court, he failed to provide the Client 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*, by failing to do the following:

- a. ensure that the Client’s matter was attended to in a timely manner so that its value to the Client was maintained;
- b. take appropriate steps to perform the work promised to the Client, or informing or explaining to the Client when it was not possible to do so; and

- c. provide the Client with complete and accurate relevant information about the matter.
13. The Respondent admits that, between approximately June 2022 and February 2024, in the course of representing CC (“the Client”) in an appeal regarding a loan dispute, he failed to provide the Client 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*, by failing to do the following:
- a. ensure that the Client’s matter was attended to in a timely manner so that its value to the Client was maintained;
 - b. take appropriate steps to perform the work promised to the Client, or informing or explaining to the Client when it was not possible to do so; and
 - c. provide the Client with complete and accurate relevant information about the matter.
14. The Respondent admits that, between approximately September 2022 and January 2024, in the course of representing DD (the “Client”) in a debt collection matter, he failed to provide the Client 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*, by failing to do the following:
- a. ensure that the Client’s matter was attended to in a timely manner so that its value to the Client was maintained;
 - b. take appropriate steps to perform the work promised to the Client, or informing or explaining to the Client when it was not possible to do so; and
 - c. provide the Client with complete and accurate relevant information about the matter.

Improper Handling of Trust Funds

15. The Respondent admits that, on or about June 27, 2022, in relation to his file number 000-0046 and client AA (the “Client”) he misused his trust account by withdrawing or authorizing the withdrawal of \$8,000.00 in funds from his pooled trust account in payment of a refund to the Client when there were insufficient funds held to the credit of the Client, resulting in a trust shortage, contrary to Rule 3-64 of the Law Society Rules.
16. The Respondent admits that, between approximately July 2021 and September 2021, in the course of representing BB (the “Client”) regarding their application for divorce and name change, he improperly handled \$230.00 in trust funds, contrary to one or more of Rules 3-58(1) and 3-72 of the Law Society Rules and section 69 of the *Legal Profession Act*, by doing the following:
- a. failing to deposit the funds into a pooled trust account, resulting in a trust shortage;
 - b. failing to record the receipt of the funds as required; and
 - c. depositing the funds into his law firm’s general account in payment of his fees without first preparing and delivering a bill to the Client.
17. The Respondent admits that, in approximately June 2022, in the course of representing CC (the “Client”) in an appeal regarding a loan dispute, he improperly handled \$3,500.00 in trust funds, contrary to one or more of Rules 3-58(1) and 3-72 of the Law Society Rules and section 69 of the *Legal Profession Act*, by doing the following:
- a. failing to deposit the funds into a pooled trust account, resulting in a trust shortage;
 - b. failing to record the receipt of the funds as required; and
 - c. depositing the funds into his law firm’s general account in payment of his fees without first preparing and delivering a bill to the Client.

Misleading Representations to the Law Society

18. The Respondent admits that he made misrepresentations to a Law Society trust auditor, knowing that they were not accurate and had the potential to mislead the Law Society, contrary to one or both of rules 2.2-1 and 7.1-1 of the *Code of Professional Conduct for British Columbia*, by doing the following:
- a. providing the Law Society with an invoice dated August 19, 2021 in the amount of \$230.00, purportedly issued to his client BB, when he had not delivered that invoice to the client;
 - b. providing the Law Society with an invoice dated September 1, 2021 in the amount of \$230.00, purportedly issued to his client BB, when he had not delivered that invoice to the client;
 - c. providing the Law Society with an invoice dated May 25, 2022 in the amount of \$3,500.00, purportedly issued to his client CC, when he had not delivered that invoice to the client and it contained incorrect or inaccurate information regarding the services provided, including the following:
 - i. time entries indicating that he had argued the client's adjournment application on May 13, 2022, when he had in fact argued it on [date omitted]; and
 - ii. an incorrect date on the invoice.

Breach of Undertaking

19. The Respondent admits that, between approximately March 2024 and April 2024, he breached his undertaking to the Executive Director of the Law Society of British Columbia dated February 15, 2024, when he failed to respond to inquiries or communications from his client DD, by advising the client that his status was non-practising and that he could not provide any legal advice or legal services,

contrary to one or both of rules 7.1-1(f) and 7.2-11 of the *Code of Professional Conduct for British Columbia*.

11. The Respondent has admitted that he professionally misconducted himself by committing the disciplinary violations alleged in the Citation, as set out above.

Mitigating Circumstances

12. The Respondent's age and experience are mitigating factors. At the time the misconduct began, the Respondent was a young lawyer. He was called in 2019 and had practised for just two months at a law firm before he began practising on his own in October 2019, with little or no mentorship or supervision from other lawyers, which continued until his change to non-practising status in February 2024.
13. The Respondent has also explained that, during the Law Society's investigation into the misconduct and since, he was dealing with various health concerns for which he has been receiving medical treatment. The Respondent provided medical evidence to the Law Society in this regard. While the Respondent's medical circumstances do not justify the misconduct, they are a mitigating factor.
14. Further, the Respondent has expressed that he is remorseful and has accepted responsibility for the misconduct from the start.