

**THE LAW SOCIETY OF BRITISH COLUMBIA**

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

AND

**TIMOTHY CHI-KWAN WAN**

(a member of the Law Society of British Columbia)

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**RULE 3.7-1 CONSENT AGREEMENT**

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1. On April 10<sup>th</sup>, 2026, the Chair of the Discipline Committee approved a proposal submitted by Timothy Chi-Kwan Wan (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:

*File 1: \$3.8 million mortgage matter*

1. In or about October 2018, in the course of acting for one or more of AA, BB and CC in a matter involving a loan to and mortgage from DD Ltd. (File 1), the Lawyer became involved in activity that he ought to have known assisted in or encouraged dishonesty, crime, or fraud, contrary to one or both of rule 3.2-7 of the *Code of Professional Conduct for British Columbia*, by providing legal services and/or permitting the use of his trust account to receive and disburse funds totaling approximately \$2 million, in objectively suspicious circumstances without making reasonable inquiries.

*File 2: Judgment enforcement matter*

2. Between approximately October 2018 and May 2019, in the course of acting for AA in a matter involving the enforcement of a judgment in the amount of approximately \$600,000 against EE and FF (File 2), the Lawyer became involved in activity that he ought to have known assisted in or encouraged dishonesty, crime, or fraud, contrary to rule 3.2-7 of the *Code of Professional Conduct for British Columbia*, by providing legal services in objectively suspicious circumstances without making reasonable inquiries.

*File 3: \$1 million through trust account in absence of legal services*

3. In approximately November and December 2018, in the course of acting for one or more of AA, BB and CC (File 3), the Lawyer became involved in activity that he ought to have known assisted in or encouraged dishonesty, crime, or fraud, contrary to rule 3.2-7 of the *Code of Professional Conduct for British Columbia*, by permitting the use of his trust account to receive and disburse funds totaling approximately \$1 million in objectively suspicious circumstances without making reasonable inquiries.

*File 4: \$3 million mortgage matter*

4. In approximately November and December 2018, in the course of acting for one or more of AA, GG and HH Ltd. in a matter involving one or more loans to and a mortgage from one or both of II and JJ (File 4), the Lawyer became involved in activity that he ought to have known assisted in or encouraged dishonesty, crime, or fraud, contrary to rule 3.2-7 of the *Code of Professional Conduct for British Columbia*, by providing legal services and/or permitting the use of his trust account to receive and disburse funds totaling approximately \$1.8 million in objectively suspicious circumstances without making reasonable inquiries.

*File 5: \$2.7 million prospective mortgage matter*

5. In approximately April and May 2019, in the course of acting for one or more of AA, KK Ltd., and HH Ltd. in a matter involving a prospective loan to and mortgage from one or more of LL and MM (File 5), the Lawyer became involved in activity that he ought to have known assisted in or encouraged dishonesty, crime, or fraud, contrary to rule 3.2-7 of the *Code of Professional Conduct for British Columbia*, by providing legal services in objectively suspicious circumstances without making reasonable inquiries.

*File 6: \$500,000 prospective mortgage matter*

6. In approximately April and May 2019, in the course of acting for one or more of AA, BB, CC and HH Ltd. in a matter involving a prospective loan to and mortgage from one or both of LL and MM (File 6), the Lawyer became involved in activity that he ought to have known assisted in or encouraged dishonesty, crime, or fraud, contrary to rule 3.2-7 of the *Code of Professional Conduct for British Columbia*, by providing legal services in objectively suspicious circumstances without making reasonable inquiries.

*Files 7 and 8: Incorporation of numbered company and purchase of property for \$1.6 million*

7. On or about June 10, 2020, in relation to the incorporation of NN Ltd. (File 7), the Lawyer made the following statements in the incorporation application that he knew or ought to have known were false or misleading:
  - a. “I ... confirm that: a) the Articles and the Incorporation Agreement both contain a signature line for each person identified as an incorporator in the Incorporation Application with the name of that person set out legibly under the signature lines”;
  - b. “I ... confirm that: ... b) an original signature has been placed on each of those signature lines”; and
  - c. “I ... confirm that: ... c) I have no reason to believe that the signature placed on a signature line is not the signature of the person whose name is set out under that signature line.”
  
8. Between approximately June and August 2020, in the course of acting for one or more of BB, OO, and NN Ltd. in relation to the purchase of a property in Chilliwack, B.C. (File 8), the Lawyer became involved in activity that he ought to have known assisted in or encouraged dishonesty, crime, or fraud, contrary to rule 3.2-7 of the *Code of Professional Conduct for British Columbia*, by providing legal services and/or permitting the use of his trust account to receive and disburse funds totaling approximately \$1.6 million in objectively suspicious circumstances without making reasonable inquiries.

*Files 9 and 10: Incorporation of numbered company and purchase of property for approximately \$800,000*

9. On or about August 4, 2020, in relation to the incorporation of PP Ltd. (File 9), the Lawyer made the following statements in the incorporation application that he knew or ought to have known were false or misleading:
  - a. “I ... confirm that: a) the Articles and the Incorporation Agreement both contain a signature line for each person identified as an incorporator in the Incorporation Application with the name of that person set out legibly under the signature lines”;
  - b. “I ... confirm that: ... b) an original signature has been placed on each of those signature lines”; and

- c. “I ... confirm that: ... c) I have no reason to believe that the signature placed on a signature line is not the signature of the person whose name is set out under that signature line.”

10. In approximately August and September 2020, in to the course of acting for one or more of BB, OO, and PP Ltd. in relation to the purchase of a property in Richmond, B.C. (File 10), the Lawyer became involved in activity that he ought to have known assisted in or encouraged dishonesty, crime, or fraud, contrary to rule 3.2-7 of the *Code of Professional Conduct for British Columbia* (the “Code”), by providing legal services and/or permitting the use of his trust account to receive and disburse funds totaling approximately \$800,000 in objectively suspicious circumstances without making reasonable inquiries.

*File 11: Sale of property for \$770,000*

11. In or about November 2020, in the course of acting for one or both of BB and QQ in relation to the sale of a property in Richmond, BC (File 11), the Lawyer became involved in activity that he ought to have known assisted in or encouraged dishonesty, crime, or fraud, contrary to rule 3.2-7 of the *Code of Professional Conduct for British Columbia* (the “Code”), by providing legal services and/or permitting the use of his trust account to receive and disburse funds totaling approximately \$750,000 in objectively suspicious circumstances without making reasonable inquiries.

*False or misleading affidavit*

12. In November 2023, the Lawyer made an affidavit in a Supreme Court of British Columbia proceeding for use by his former client, BB in an application for an order for payment of funds out of court, containing evidence about an advance of loan proceeds that the Lawyer knew or ought to have known was false or misleading.

13. In November 2023, the Lawyer engaged in activity that he ought to have known assisted in or encouraged dishonesty, crime, or fraud by making an affidavit in a Supreme Court of British Columbia proceeding for use by his former client, BB in an application for an order for payment of funds out of court, in objectively suspicious circumstances without making reasonable inquiries.

*Failure to cooperate with Law Society investigation*

14. Between approximately June 2019 and June 2021, in the course of an investigation by the Law Society of British Columbia (the “Law Society”), the Lawyer failed to cooperate fully with the investigation by doing the following, contrary to rule 7.1-1 of the *Code of Professional Conduct for British Columbia*:

- a. providing false, misleading, or incomplete statements on 10 separate occasions;
  - b. failing to disclose material evidence regarding the Law Society's investigation, namely WeChat communications with AA and text messages with BB during the material times;
  - c. providing, or attempting to provide, fabricated evidence on three separate occasions.
3. In total, the Lawyer transacted approximately \$7,983,651.73 through his trust account at the material times in relation to Files 1, 3, 4, 8, 10, and 11.
4. A total of \$15,842.05 out of these funds represented the fees paid to the Lawyer for legal services provided in relation to Files 1, 3, 4, 8, 10, and 11.
5. The Lawyer consented to a suspension of six months.
6. 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.
7. In approving the consent agreement proposal, the Chair of the Discipline Committee also considered that the proposed suspension was consistent with the outcome in prior, similar matters.
8. 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.
9. The admitted facts, set out in the Agreed Statement of Facts, have been anonymized and summarized below.

## **Factual Background**

10. The Lawyer was called to the bar and admitted as a member of the Law Society of British Columbia in December 2017.
11. The Lawyer currently practises law primarily in the areas of real estate and corporate and commercial law.
12. Between December 2017 and February 2025, the Lawyer practised at the law firm of Remedios & Company. After February 2025, the Lawyer practiced as a sole practitioner at Timothy Wan Law Corporation. From about April 2025 to date, he has practiced law with another lawyer as an associate counsel.
13. The Lawyer was retained by AA on or about October 3, 2018 and first met with AA at that time.
14. At their first meeting, the Lawyer obtained copies of AA's documents for identification purposes.
15. On approximately October 3 or 4, 2018, the Lawyer learned through a Google search that AA was the subject of media reports linking him to organized crime and money laundering.
16. Apart from the Google search and being aware that AA had a local business in Richmond, the Lawyer had not heard of nor dealt with AA before October 2018.
17. At the time the Lawyer was retained, AA was the subject of investigations by the police and the Canada Revenue Agency that were a matter of public record.
18. Between approximately October 2018 and the November 2020, the Lawyer assisted AA and his associates in several matters as further described below.
19. On or about November 30, 2018, AA sent the Lawyer a news article by WeChat that connected AA to a major police investigation and alleged offences including money laundering and links to an organized crime group (the "Article").

20. The Lawyer met with AA on or about November 30, 2018 and spoke to him about the Article, and AA denied the content of the Article.
21. The Article raised red flags for the Lawyer at the time he received it.
22. Despite the Article raising red flags for the Lawyer, he took no further steps in relation to the allegations in the article, including making any further inquiries, because AA had not “actually been charged with a crime”.
23. In March 2019, AA sent the Lawyer a copy of a civil forfeiture Notice of Civil Claim filed approximately one week earlier and detailing allegations of money laundering, illegal gaming, and other unlawful activity against AA and others (the “CF Claim”), including an allegation that: AA laundered the proceeds of unlawful activity by commencing civil claims against various debtors and seeking or taking judgment by way of court order upon the promissory notes.
24. Also in March 2019, AA sent the Lawyer by WeChat a certificate of pending litigation registered against land held by AA’s relative in relation to the CF Claim.
25. The CF Claim raised red flags for the Lawyer at the time he received it.
26. The extent of the Lawyer’s inquiries concerning the CF Claim was to ask AA about the matters and accept AA’s response that he had done nothing wrong.
27. At the material times, between October 2018 and November 2020, the Lawyer did not make inquiries or take steps to determine the source or legitimacy of the funds underlying the transactions in which he represented AA as further described below.

October 2018 to May 2019: Loans/Mortgages totaling \$11 million (Files 1, 3, 4, 5 and 6)

28. Between October 2018 and May 2019, the Lawyer assisted AA in five matters involving prospective or finalized loans or mortgages totaling approximately \$11 million (the “Mortgage Matters”).

29. The Mortgage Matters included the following files and associated amounts:
  - a. File 1, a \$3.8 million mortgage matter;
  - b. File 3, in which \$1 million was transacted through the Lawyer's trust account in the absence of legal services;
  - c. File 4, a \$3 million mortgage matter;
  - d. File 5, a \$2.7 million prospective mortgage matter; and
  - e. File 6, a \$500,000 prospective mortgage matter.
30. Although AA was not named in the transactions involved in the Mortgage Matters, he was at all material times the person providing instructions to the Lawyer on those matters.
31. At the material times, AA provided instructions to the Lawyer mainly through WeChat text and audio messages.
32. During the material period, the Lawyer also had several telephone conversations with AA and met with AA in person in October 2018, November 2018, March 2019, and April 2019.
33. In October 2018, shortly after retaining the Lawyer, AA provided the Lawyer with instructions for a \$3.8 million mortgage (File 1) through BB and CC as nominees.
34. The Lawyer had not previously heard of BB and CC; he did not know what AA's connection was to BB or CC nor why AA was involved in the matter and did not ask.
35. Also in October 2018, AA sent the Lawyer, via WeChat message, a photo of the Chinese passport of CC, which indicated that she was 23 years old.
36. The Lawyer did not know why AA, and not CC, had sent him a picture of CC's passport, and did not ask.
37. The Lawyer did not have, nor seek to obtain, any information about BB's or CC's education, occupations or financial circumstances.
38. BB was involved in four of the five Mortgage Matters.

39. In October 2018, the Lawyer and AA exchanged WeChat messages in which (among other things), AA communicated that the other party to the loan in File 1, the borrower, was a company owned by another associate of AA's named SS.
40. In October 2018, the Lawyer communicated with SS's lawyer regarding the \$3.8 mortgage loan and provided loan documents, when he had not met or communicated with either BB or CC and had not seen any identification for BB.
41. Bank drafts totaling \$2 million for the loan in File 1 were dropped off to the Lawyer in October 2018 by another individual whom the Lawyer had not met, and who identified himself as CC's husband. The Lawyer did not have, nor seek to obtain, any information about this individual.
42. The bank drafts totaling \$2 million were deposited into the Lawyer's trust account on the same day they were dropped off.
43. The Lawyer transacted approximately \$2 million through his trust account in relation to File 1.
44. In File 3, \$1 million was transacted through the Lawyer's trust account in the absence of legal services.
45. In particular, in November 2018, BB dropped off a \$1 million bank draft to the Lawyer; the Lawyer did not immediately deposit these funds.
46. At the time the Lawyer received the \$1 million bank draft from BB, he did not have any instructions regarding any pending transactions from either AA or BB; three days later, AA sent a WeChat message to the Lawyer advising that "[f]or the other one million I'll give you additional instructions how it should be done".
47. Later in November 2018, the Lawyer and AA exchanged WeChat messages regarding a possible mortgage for a house in File 3, with AA instruction the Lawyer to "just use the girl's name from last time to open a company", referring to CC.

48. The Lawyer opened File 3, identifying the client as CC and listing her occupation as “Businesswoman”.
49. As indicated above, in November 2018 AA sent the Article to the Lawyer. On the same day, the Lawyer deposited the \$1 million bank draft from BB to trust in File 3.
50. The possible mortgage for File 3 on the property discussed by AA and the Lawyer did not ultimately take place.
51. In December 2018, the Lawyer transferred the \$1 million from BB’s bank draft to the trust ledger for File 4.
52. The Lawyer did not at any time obtain instructions from the supposed client, CC, on File 3. Instructions on File 3, including the instruction to later transfer the \$1 million bank draft to File 4, were at all material times provided directly by AA to the Lawyer.
53. In late November and December 2018, AA instructed the Lawyer in relation to a \$3 million mortgage on another property, for File 4. The Lawyer assisted with completing this mortgage later that month.
54. The Lawyer transacted approximately \$1.8 million through his trust account in relation to File 4.
55. With respect to Files 5 and 6, AA provided the Lawyer with instructions for prospective mortgages in the amounts of \$2.7 million and \$500,000 respectively; the Lawyer took steps to complete these transactions but they did not ultimately progress and the Lawyer took no further steps.
56. Between October and December 2018, the Lawyer received and disbursed approximately \$4.8 million through his law firm’s trust account in relation to the Mortgage Matters (Files 1, 3, 4, 5 and 6).

October 2018 to May 2019: Enforcement of Judgment for AA (File 2)

57. On or about October 3, 2018, the Lawyer opened File 2 concerning the enforcement of a judgment for approximately \$600,000 in favour of AA against defendants EE and FF.

58. The Lawyer filed a show cause application and served it on the defendants in May 2019; subsequently, the defendants obtained a lawyer and the application was adjourned to June 2019.
59. The Lawyer did not make inquiries about the source of the subject funds prior to filing the show cause application in File 2.
60. In June 2019, the Lawyer withdrew from the judgment enforcement matter, shortly after contact with the Law Society.

June 2020 to September 2020: Incorporations of numbered companies and property purchases totaling approximately \$2.4 million (Files 7, 8, 9 and 10)

61. Between approximately June and August 2020, while the Law Society investigation concerning the Lawyer was underway, the Lawyer assisted BB by incorporating a numbered company, NN Ltd. (File 7), and purchasing a property in Richmond, B.C. for approximately \$1.6 million (File 8).
62. Between approximately August to September 2020, while the Law Society investigation concerning the Lawyer was underway, the Lawyer assisted BB by incorporating a numbered company, PP Ltd. (File 9), and purchasing a property in Chilliwack, B.C. for approximately \$790,000 (File 10).
63. In the course of incorporating NN Ltd. and PP Ltd., the Lawyer twice made false or misleading statements in the incorporation applications he filed with B.C. Registries.
64. In particular, in both the incorporation applications for NN Ltd. and PP Ltd., the Lawyer represented that the Articles and Incorporation Agreement for the company contained signatures for each person identified as an incorporator, when there were no signatures on documents at that time.
65. The Lawyer knew that the above representations on the incorporation applications for NN Ltd. and PP Ltd. were false at the time he completed the applications.

66. File 7 contained undated printouts of Google searches for “money laundering” concerning BB and another individual, as well as CSO civil and criminal searches.
67. The Lawyer transacted approximately \$1,634,325.49 through his trust account in relation to File 8.
68. With respect to File 10, there was an assignment of a contract of purchase and sale to PP Ltd. from a third party. The Lawyer texted BB asking who the third party was, and BB replied that it was her father.
69. At the time, the third party referred to in File 10 and BB’s father was a convicted drug trafficker involved in money lending and publicly reported linked to an organized crime organization.
70. The Lawyer transacted approximately \$797,395.84 through his trust account in relation to file 10.
71. In relation to the two property purchases for Files 8 and 10, the Lawyer did not know what the source of the funds was for the funds deposited into his trust account, and did not make inquiries about same.
72. In relation to the two property purchases for Files 8 and 10, the Lawyer transacted a total of approximately \$2.4 million through his firm’s trust account.

November 2020: Sale of property by BB (File 11)

73. In November 2020, the Lawyer acted on the sale of BB and her husband, QQ’s residence in Richmond, opening File 11 for that purpose.
74. File 11 contained undated Google and CSO searches for BB, QQ, and the prospective buyer for the property; the search results included references to BB’s father as an alleged “gangster” and “kingpin” of a Chinese crime cartel.
75. The Lawyer made no inquiries about the source of funds used for BB and QQ’s original purchase of the subject property in 2017.

76. The Lawyer received and disbursed funds totaling approximately \$750,000 through his firm's trust account in relation to File 11.

False or misleading affidavit

77. In July 2023, a lawyer named RR contacted the Lawyer advising that he was representing BB and requesting a copy of the Lawyer's File 1.
78. Subsequently in July 2023:
- a. RR inquired of the Lawyer what the source of the funds was in File 1, and the Lawyer advised that the funds came from CC;
  - b. RR requested contact information for CC but the Lawyer advised he was not able to find same; and
  - c. the Lawyer produced the physical File 1 to RR.
79. In July and August 2023, RR and the Lawyer further communicated by telephone and exchanged correspondence, as RR was seeking additional information regarding File 1 for the purposes of an application for payment of funds out of Court on behalf of BB.
80. In particular, RR asked the Lawyer about a November 2018 bank draft for \$1 million from BB to the Lawyer's firm and the source of the funds. In an email to the Lawyer dated August 10, 2020, RR stated in part:

I note this payment was made to your firm in trust after the mortgage was assigned. There is no evidence that your firm received this payment from my client in the physical file that I have. I am sure this was an oversight which does lead me to ask if there are any other documents that should have been in the file but is not?

In any event, can you advise to me what happened to these funds? Were these paid out to the borrower? Was it paid to [CC]? You should easily be able to find this out by reviewing your trust account ledger for this file.

I'm sure this was an oversight but I'd like to know that answer as soon as you can. There is a tentative date set [...] and I'd like to be able to explain to the court what happened.

81. In an email dated August 15, 2020, the Lawyer replied in part:

From what I remember, [CC] provided the entire \$2,000,000.00 prior to mortgage. We registered the mortgage [in October 2018].

With respect to [BB]'s funds, from what I remember, we used her funds for another private mortgage, for [CC]. But at all times, the mortgage was always 50/50 BB and CC.

82. In an email reply dated August 15, 2020, RR asked the Lawyer to provide the trust ledger for File 1, and asked "So are you saying the funds of \$1,000,000.00 that you received from [BB] were used for [CC's] separate matter?"

83. In an email to the Lawyer sent August 21, 2023, RR advised that he had reviewed the file and "there is no executed order to pay, or any notes or any correspondence (between my client and you) directing you to use it for [CC's] other matter...You have a written annotation that reads, in part, as follows "Transfer of mortgage proceeds as per client". So, I imagine there would be some correspondence from [BB] to you permitting your firm to apply it to [CC's] other matter. That is exactly what I am looking for. Please produce that. If you do not have it, please confirm."

84. In an email dated August 25, 2023, the Lawyer advised RR: "I was going through my text messages and emails, and I can't [find] her express written direction. Would this effect [sic] [BB] in claiming her funds back from court?"

85. By email to the Lawyer dated August 31, 2023, RR requested the trust ledger for File 3 as well, and stated in part: "What I will need for my application is an affidavit from you confirming you received the \$100,000,000.00 [sic] paid by my client to your firm in trust and that you, with express instructions from CC, used those funds for one of [CC's] separate matter. The substance of the affidavit will likely only be limited to this."

86. On November 9, 2023, RR emailed the Lawyer a draft affidavit for the Lawyer to swear in BB's application for getting funds paid out of court.

87. On November 10, 2023, the Lawyer met with RR and swore an affidavit for use in BB's application to get funds paid out of court (the "Affidavit").

88. The Affidavit contained evidence that was false or misleading.
89. The circumstances of the application for payment of funds out of court to BB and the supporting Affidavit were objectively suspicious.
90. The Lawyer made no inquiries about the circumstances of the application for payment of funds out of court to BB prior to swearing the Affidavit in support of the application.
91. In December 2023, RR filed the application materials to have funds paid out of court to BB. The application sought an order that approximately \$80,000 plus interest be paid out of court to BB, and relied in part on the supporting Affidavit sworn by the Lawyer.
92. Subsequently in December 2023, the court made an order that approximately \$70,000 plus interest be paid out to RR's firm in trust for BB.
93. In January 2024, the subject funds were paid out of court to RR's firm in trust for BB in accordance with the court's order.

Law Society investigation and the Lawyer's failure to cooperate

94. Upon first contacting the Lawyer on or about June 3, 2019, the Law Society advised the Lawyer that a file had been opened to investigate concerns arising from information received that related to the judgment enforcement action in which the Lawyer was acting for AA, i.e., File 2.
95. On or about June 3, 2019, the Law Society requested information from the Lawyer including information about whether, apart from the judgment enforcement matter, the Lawyer was acting or had acted for AA or any other client on whose behalf he had received instructions from AA.
96. On or about June 4, 2019, the Lawyer responded to the Law Society by disclosing the judgment enforcement matter (File 2) and an additional and by then concluded litigation matter for AA.

97. In his reply to the Law Society of June 4, 2019, the Lawyer did not disclose any of the five Mortgage Matters in which AA had provided instructions, i.e., Files 1, 3, 4, 5, and 6, and further stated that he had not received instructions from AA on behalf of any other clients.
98. On or about June 5, 2019, the Law Society requested production of the two litigation files that the Lawyer had disclosed, including trust ledgers and client identification and verification records.
99. On or about June 6, 2019, the Lawyer produced the requested litigation files to the Law Society, but did not disclose his WeChat communications with AA, which included communications that related to those files.
100. On or about June 7, 2019, the Lawyer told the Law Society that he was not aware of the recent civil forfeiture proceeding against AA. In fact, AA had provided the Lawyer with a copy of the Notice of Civil Claim in that proceeding approximately two and a half months earlier and the Lawyer discussed it with AA.
101. The Lawyer ceased acting for AA on or about June 19, 2019.
102. The Lawyer continued to act for BB in 2020, with respect to Files 7, 8, 9, 10 and 11,, despite the fact that BB had been involved in four of the five Mortgage Matters in 2018 and 2019 in which AA had been the instructing individual.
103. After he ceased acting for AA, the Lawyer did not make inquiries about AA to BB, including about the nature of BB's relationship with AA or whether BB was still in contact with AA.
104. On June 20 and 21, 2019, the Lawyer and AA exchanged exchanged WeChat messages that discussed arrangements for AA's wife, GG, to sign documents with the Lawyer.
105. On June 21, 2019, following further communications from the Law Society regarding GG, the Lawyer produced his client File 4, in which AA had provided instructions.

106. File 4, as produced by the Lawyer on June 21, 2019, did not contain a retainer agreement or any document signed by GG.
107. Between June 14 and 21, 2019, the Lawyer had been attempting to get GG to sign a backdated document to insert into File 4 for production to the Law Society, in order to misrepresent to the Law Society that the Lawyer had received written instructions from GG at the material time in the file.
108. In producing File 4, the Lawyer did not disclose any of his communications with AA and gave a misleading description of the file that omitted any reference to AA's involvement.
109. In February 2020, a second civil forfeiture action was filed against AA.
110. In August 2020, the Law Society sought additional information from the Lawyer, including information about CC.
111. In September 2020, the Lawyer texted Tam referring to the 2018 mortgage in which BB and CC had been the named lenders (File 1), stating: "Hello [BB], do you remember a while back, I helped you do a mortgage to [SS]. You and [CC] both provided our firm with money...Can I ask what us [sic] your relationship with [CC]?"
112. BB replied to the Lawyer's text message in September 2020, stating: "I don't know her at all. Its just someone [SS] told me to sign with on the same day at once, but personally I actually don't know them...U can ask [SS] if u need her contact info or sth [sic]".
113. The Lawyer did not make further inquiries after receiving BB's September 3, 2020 message in which she advised that she did not know CC at all.
114. On September 18, 2020, the Law Society requested further records from the lawyer.
115. The Lawyer did not make further inquiries of BB before continuing to act for her.

116. Between approximately June 2019 and June 2021, the Lawyer failed to cooperate fully with the Law Society's investigation by:
- a. providing false, misleading, or incomplete statements on 10 separate occasions;
  - b. failing to disclose material evidence regarding the Law Society's investigation, namely WeChat communications with Jin and text messages with Tam during the material times; and
  - c. providing, or attempting to provide, fabricated evidence on three separate occasions.

### **Mitigating Factors**

117. The Lawyer has admitted his misconduct and is remorseful.
118. The Lawyer was a very junior lawyer at the time of the misconduct, which began when he had been called for less than a year, and had little or no direct mentorship or supervision.
119. Since the misconduct, the Lawyer has made efforts to educate himself by completing several relevant professional education courses, including courses concerning anti-money-laundering measures, client identification and verification, and trust accounting.
120. The Law Society's investigation of this matter began in June 2019; however, there was some delay in that investigation in the period between June 2021 and December 2024, which was not attributable to the Lawyer.
121. The Lawyer does not have a prior professional conduct record.