

THE LAW SOCIETY OF BRITISH COLUMBIA

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

AND

NICOLE TAM

(a member of the Law Society of British Columbia)

RULE 3-7.1 CONSENT AGREEMENT SUMMARY

1. On May 8, 2026, the Chair of the Discipline Committee approved a consent agreement proposal submitted by Nicole Tam (the “Lawyer”) under Rule 3-7.1 of the Law Society Rules (“Rules”).
2. Under the proposal, the Lawyer admitted that she committed the following misconduct, and that it constitutes professional misconduct pursuant to s. 38(4) of the *Legal Profession Act*:
 1. Between August 22, 2023 to June 27, 2024, the Lawyer failed to act with integrity, and in good faith, contrary to rules 2.1-4, 2.2-1, and 7.2-1 of the *Code of Professional Conduct for British Columbia* by:
 - (a) deliberately withholding from Law Firm AA that she was concurrently practicing law as an independent contractor associate at Law Firm BB;
 - (b) deliberately withholding from Law Firm BB that she was employed full-time as an associate at Law Firm AA; and
 - (c) engaging in the practice of law for two firms simultaneously without the knowledge or consent of either firm, thereby preventing either firm from conducting conflict checks to identify potential conflicts of interest.
3. Under the proposal, the Lawyer agreed to pay a fine of \$5,000 within 90 days of the approval of the consent agreement by the Executive Director and the Chair of the Discipline Committee.

4. In making its decision, the Chair of the Discipline Committee considered an Agreed Statement of Facts dated April 21, 2026, and a letter to the Chair of the Discipline Committee signed by the Lawyer on April 21, 2026. 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 have been summarized below.

Summary of Facts

Member Background

8. The Lawyer was called and admitted as a member of the Law Society of British Columbia on May 19, 2009.
9. The Lawyer practices civil litigation law, corporate and commercial law, and some family law.
10. The Lawyer has no prior disciplinary history in British Columbia.

Background Facts

11. On August 10, 2023, the Lawyer commenced her employment at Law Firm AA.
12. On August 22, 2023, the Lawyer began working for Law Firm BB as an independent contractor.
13. The Lawyer deliberately withheld from Law Firm AA and Law Firm BB her dual employment, knowing that disclosure of this information would likely result in adverse employment consequences, including the potential termination of her employment with one or both firms.
14. At both Law Firm AA and Law Firm BB, the Lawyer provided legal services to clients of each firm and, in doing so, had access to confidential client information, firm records, and client files.

15. On June 27, 2024, Law Firm AA terminated the Lawyer's employment after discovering that she had been providing legal services to clients of Law Firm BB without Law Firm AA's knowledge or consent.

The Lawyer's Practicing of Law at Law Firm AA

16. On August 1, 2023, the Lawyer entered into an employment contract with Law Firm AA, which was a general practice firm, to commence work as a full-time associate on August 10, 2023. The contract provided for an annual salary of \$150,000, along with four weeks of paid time off.
17. The employment contract between the Lawyer and Law Firm AA did not include any provision prohibiting the Lawyer from holding concurrent employment or entering into an agreement with another employer.
18. The employment contract between the Lawyer and Law Firm AA provided that Law Firm AA would pay certain professional fees and that those amounts would be repayable on a pro-rated basis upon termination.
19. From August 10, 2023 to June 27, 2024, the Lawyer practiced as a full-time associate at Law Firm AA, acting for firm clients, and during which time she was publicly identified as a lawyer at the firm on its website.
20. The Lawyer deliberately did not disclose to Law Firm AA that she was concurrently practicing law as an independent contractor at Law Firm BB, because she knew this information was material and could affect her continued employment.
21. The Lawyer understood that Law Firm AA believed she was exclusively employed by them throughout her employment.

The Lawyer's Practicing of Law at Law Firm BB

22. On August 22, 2023, the Lawyer signed a contract with *Law Firm BB* titled "Independent Contractor Agreement" (the "Agreement").
23. The Lawyer deliberately did not disclose to Law Firm BB that she had already been hired as a full-time associate at Law Firm AA earlier that month, knowing that this information was material to Law Firm BB and being concerned that disclosure could affect her ability to obtain or continue working with the firm.
24. Pursuant to the Agreement, the Lawyer was compensated based on a 60% share of collected billings, with no billable target and no employment benefits, and was responsible for her own professional fees and insurance.

25. The Agreement did not include any provision prohibiting the Lawyer from holding concurrent employment or entering into an agreement with another employer.
26. The Lawyer was also publicly held out as part of Law Firm BB, including through marketing materials and the firm's website.
27. From August 22, 2023 to August 23, 2024, the Lawyer worked for Law Firm BB on a part-time, remote basis, primarily in the areas of strata and residential tenancy law, for a total of approximately 201.9 hours.
28. The Lawyer had no set hours at Law Firm BB and worked intermittently, typically outside her Law Firm AA working hours, including evenings and weekends.
29. Occasionally, the Lawyer received communications relating to Law Firm BB client matters while at Law Firm AA and, when she performed work on those matters during Law Firm AA working hours, she made up that time by working additional hours for Law Firm AA clients.
30. The Lawyer did not disclose to Law Firm BB that she was concurrently employed full-time at Law Firm AA.

The Lawyer's Approach to Conflicts

31. While no actual conflict of interest was identified arising from the Lawyer's concurrent work for clients of Law Firm AA and Law Firm BB, her failure to disclose that arrangement created a risk that conflicts of interest could arise.
32. The Lawyer did not implement a comprehensive system to identify conflicts across both firms and instead relied on informal measures, including comparing party names between her respective client matters.
33. Further, neither firm had access to the other's files, client lists, or conflict-checking systems. As a result, neither Law Firm AA nor Law Firm BB was able to independently assess or detect potential conflicts arising from the Lawyer's concurrent engagements.

The Lawyer's termination of employment at Law Firm AA

34. The Lawyer used some of her Law Firm AA vacation time to attend court on behalf of Law Firm BB clients, including residential tenancy hearings and Supreme Court appearances.
35. In or around June 2024, the Lawyer attended court for a Law Firm BB client matter, and observed that an associate from Law Firm AA was there.

36. On June 27, 2024, the Lawyer met with Law Firm AA partners and acknowledged that she had been concurrently working for Law Firm BB during her employment with Law Firm AA. Her employment with Law Firm AA was terminated the same day.
37. Following her termination, the Lawyer repaid certain professional fees to Law Firm AA in accordance with her employment contract.
38. Law Firm AA subsequently filed a complaint with the Law Society, and the Lawyer later provided a letter of apology to the firm's partners.

Mitigating Factors

39. On July 30, 2024, after the Law Society notified the Lawyer of the Complaint, the Lawyer sent an email of apology to Law Firm AA.
40. The Lawyer is remorseful and has admitted her misconduct.
41. In approving the consent agreement proposal, the Chair of the Discipline Committee also considered that the proposed fine was consistent with the outcome in prior, similar matters.