

**IN THE MATTER OF PART 3 OF THE  
LEGAL PROFESSION ACT, RSA 2000, c. L-8**

**AND**

**IN THE MATTER OF A HEARING REGARDING  
THE CONDUCT OF MANDEEP SINGH  
A MEMBER OF THE LAW SOCIETY OF ALBERTA**

**Hearing Committee**

Cal Johnson, QC – Chair  
Glen Buick – Adjudicator  
Darlene Scott, QC – Adjudicator

**Appearances**

Kelly Tang – Counsel for the Law Society of Alberta (LSA)  
Alain Hepner, QC – Counsel for Mandeep Singh

**Hearing Dates**

July 18 and 20, 2022

**Hearing Location**

Virtual Hearing

**HEARING COMMITTEE REPORT**

**Overview**

1. The following citations were directed to hearing by a Conduct Committee Panel (CCP) on December 15, 2020:
  - (a) It is alleged that Mandeep Singh assisted his clients, the Borrowers and the Lenders, in entering into a short-term mortgage transaction in May of 2017 that contained a criminal rate of interest and that such conduct is deserving of sanction;
  - (b) It is alleged that Mandeep Singh assisted his clients, the Borrowers and the Lender, in entering into a short-term mortgage transaction in November of 2017 that contained a criminal rate of interest and that such conduct is deserving of sanction;
  - (c) It is alleged that Mandeep Singh acted in a conflict of interest and that such conduct is deserving of sanction; and
  - (d) It is alleged that Mandeep Singh failed to provide legal services to the standard of a competent lawyer including performing all functions competently,

conscientiously, and in a diligent manner and that such conduct is deserving of sanction.

2. Mr. Singh was admitted as a member of the LSA in January 2015. At all operative times, he practiced as a sole practitioner as "Mohar Law" in Calgary, Alberta. His practice was stated to be focused on real estate, litigation, immigration law, wills and estates, and corporate/commercial law. In April 2017, Mr. Singh was retained to document a previously negotiated \$600,000 mortgage loan agreement (GPS Mortgage). Mr. Singh agreed to act for all parties and drafted all related documents. Once again, in November 2017, he similarly agreed to act for all parties in a \$550,000 loan transaction (H Mortgage) involving the same Borrower as the GPS Mortgage and he again drafted all pertinent documents. Ultimately, several of the lending parties did not receive a repayment of their indebtedness, a complaint was made to the LSA and, after an investigation by the LSA, the above four citations were issued by the CCP in late 2020.
3. On July 18, 2022, a Hearing Committee (Committee) convened a hearing into the conduct of Mandeep Singh based on the four citations referenced above. On the first day of the hearing, the parties provided a proposed Statement of Admitted Facts, Exhibits and Admissions of Guilt (Statement), which was accompanied by an application to amend the previously issued citations to subsume citations 3 and 4 above into the first two citations, and to further revise the wording of those first two citations. Ultimately, and for the reasons outlined in more detail below, the Committee approved the amended citations 1 and 2 as follows:
  - (1) It is alleged that Mandeep Singh unknowingly assisted his clients, the Borrowers and the Lenders, in entering into a short-term mortgage transaction in May of 2017 that contained an excessive rate of interest, and in doing so failed to serve his clients, and that such conduct is deserving of sanction; and
  - (2) It is alleged that Mandeep Singh unknowingly assisted his clients, the Borrowers and the Lender, in entering into a short-term mortgage transaction in November of 2017 that contained an excessive rate of interest, and in doing so failed to serve his clients, and that such conduct is deserving of sanction.
4. After reviewing all of the evidence and exhibits and hearing the testimony and arguments of the LSA and Mr. Singh, for the reasons set out below, the Committee accepted the application to amend the citations and finds Mr. Singh guilty of conduct deserving sanction on both amended citations, pursuant to section 71 of the *Legal Profession Act (Act)*.
5. The Committee also accepts the joint submission on sanction of a reprimand and fines. In accordance with section 72 of the *Act*, the Committee orders that Mr. Singh must pay a \$5,000 fine in relation to each of the amended citations (for a total \$10,000 fine) and must pay costs in the amount of \$20,000. The collective fines and costs are to be paid in

monthly instalments of \$5,000, commencing September 1, 2022, with all amounts to be paid in full no later than March 1, 2023.

### **Preliminary Matters**

6. There were no objections to the constitution of the Committee or its jurisdiction, and a private hearing was not requested. Accordingly, a public hearing into Mr. Singh's conduct proceeded.

### **Application to Amend Citations**

7. At the commencement of the hearing, the parties tendered the Statement. Pursuant to paragraph 5 of the Statement, counsel for the parties made a joint application to amend the first of the two citations originally issued by the CCP to read as outlined in paragraph 3 above. The substantive changes were to:
  - (i) subsume the conflict of interest citation (3) and the failure to provide competent legal services citation (4) within the first two citations through the addition of the language referencing Mr. Singh's failure to serve his clients;
  - (ii) characterize Mr. Singh's assistance in the first two citations as having been "unknowingly", and;
  - (iii) change the reference from "a criminal rate of interest" to "an excessive rate of interest".
8. The Committee raised a number of questions in relation to the application, the wording of the changes and the rationale and justification for the changes. Counsel for the parties responded by indicating, firstly, that these changes were part of the broader comprehensive proposed conclusion of this matter, including a substantial sanction, and could not be viewed in isolation. Counsel for the LSA explained, including with reference to case law that was provided to the Committee, that the addition of "unknowingly" was appropriate. An LSA investigation concluded in relation to this matter had not found Mr. Singh to have been a participant in the transactions that resulted in the financial loss to the original lender clients. In line with previous mortgage fraud case authority, and the manner in which citations in those situations were framed, Mr. Singh was characterized as having been "duped", as opposed to being a knowing and fraudulent participant.
9. While the Committee was sympathetic to the amendments proposed to items at paragraphs 7(i) and 7(ii) above, it had considerable difficulty with the proposed change in paragraph 7(iii) above. After further discussion and debate, the hearing was adjourned to allow Counsel to consider the concerns of the Committee and the hearing was recommenced two days later to hear further argument and submissions from Counsel.
10. Upon the recommencement of the hearing, Counsel for Mr. Singh indicated that additional context was necessary in order to understand the comprehensive nature of

the joint submission that included the Statement, the proposed guilty pleas and the proposed sanction. It was his submission that the substantial fines and costs proposed reflected both the acknowledged severity of the matter and the substantial impact that this situation has already had on Mr. Singh. Aside from the proposed fines and costs, Counsel advised that Mr. Singh had suffered a significant financial impact through being removed from consideration for any work by a number of financial institutions and that he was still working towards trying to be able to recapture some of that work.

11. Counsel for Mr. Singh also made extensive reference to *R. v. Anthony-Cook*, 2016 SCC 43 (CanLII), [2016] 2 SCR 204. Specific reference was made to a number of comments from the judgment of Justice Moldaver, including, at paragraph 33, that a joint submission on sentence in a criminal proceeding would only be contrary to the public interest if "it is so markedly out of line with the expectations of reasonable persons aware of the circumstances of the case that they would view it as a break down in the proper functioning of the criminal justice system". He also referenced comments from Justice Fish (as he then was) of the Quebec Court of Appeal in *Douglas c. R.*, 2002 CanLII 32492 (QC CA), where he said "[i]n my view, a reasonable joint submission cannot be said to 'bring the administration of justice into disrespect'". An unreasonable joint submission, on the other hand, is surely "contrary to the public interest". Counsel argued that the joint submission in this hearing fits within the parameters of those comments, that the interests of justice were being well served by the joint submission and that the amendment of the citations was well within the purview of the LSA.
12. Counsel for the LSA generally agreed with the submissions of Mr. Singh, and she additionally pointed out that in the criminal justice system prosecutors have the discretion to amend charges whereas in LSA conduct hearings, LSA counsel, as prosecutors, are not at liberty to amend citations. Citations in the LSA context can only be amended by the Benchers, either at CCP or at the hearing. LSA Counsel further submitted that the amendment to the citations should be taken as part of an overall submission and fell within the range of reasonable outcomes.
13. The Committee raised a number of questions and concerns with respect to the submissions. The case authorities deal with a criminal context and were limited to issues of sentencing. Reference was made to the LSA's Pre-Hearing and Hearing Guideline (Guideline) which provides direction and procedures on hearing related matters. The Committee noted that paragraphs 46 and 47 of the Guideline deal with statements of admissions of guilt and the requirements of section 60 of the *Act*. That section simply requires such admissions to be in a form acceptable to the Hearing Committee. However, it is only much later, in paragraphs 207, 208, 210 and 211 of the Guideline (dealing solely with "Joint Submissions on Sanction") that reference is made to the *Anthony-Cook* principles as applicable to those types of sanction submissions. No reference is made to statements or admissions of fact or guilt.
14. During the recommencement of the hearing, Counsel for the LSA was able to provide the Committee with a previous LSA decision that was helpful: *Law Society of Alberta v.*

*Pearson*, 2011 ABLs 17. The hearing committee in *Pearson* dealt with a situation where a member of the LSA was initially subject to seven separate citations. As in the current case, the parties tendered an admission of facts and guilt, but only in respect of four of the seven citations. The LSA did not intend to submit evidence on the three other citations on the basis (again as in this case) that the particular citations were subsumed in other citations. The hearing committee in that case was concerned that the proposed amendments would result in the dismissal of serious charges of misconduct in relation to two of those deleted citations.

15. The hearing committee in *Pearson* provided a number of comments relevant to the questions raised by the Committee in relation to the applicability of the Guideline on Joint Submissions on Sanction to other parts of a Joint Submission:

(a) At paragraph 19:

... "In light of this structure, the Hearing Committee must be satisfied that the termination of further proceedings on citations 5 and 6 probably would not compromise the public interest or weaken the confidence which the profession and the public have in the Law Society's conduct processes. That confidence is partly dependent on assuring impartiality, independence, transparency, fairness, and efficiency.";

(b) At paragraph 20:

"In making this judgment it is very important to recognize that the Law Society and its counsel are in a far better position than a hearing committee to judge the prospects of proving various degrees of misconduct" ...; and

(c) At paragraph 21:

"It follows that deference should be given to the judgment of the Law Society and its counsel in supporting an admission of guilt which will result in some citations being dismissed, and that the same principles applicable to a joint submission on penalty should be applied. A hearing committee should give serious consideration to a jointly tendered admission resulting in termination of some citations, should not lightly disregard it, and should accept it unless it is unfit or unreasonable, contrary to the public interest, or there are good and cogent reasons for rejecting it."

16. In the end result the hearing committee in *Pearson* concluded that the public interest would not be compromised, and the amended citations were approved.
17. The Committee particularly questioned the requested citation amendment deleting the reference to a "criminal rate of interest" and substituting an "excessive rate of interest" as being a possible attempt to camouflage the seriousness of the conduct admitted to. In response, Counsel for Mr. Singh submitted that anyone reading the citations and

wanting additional background could read the full Statement and find a clear statement at paragraph 50 where Mr. Singh admits that both mortgages in question exceeded the maximum allowable rate of interest pursuant to section 347 of the *Criminal Code*, RSC 1985, c C-46. In answer to a further question as to why, in light of that admission in the Statement, the language of the citation should be different, Counsel for Mr. Singh frankly conceded that, in light of the loss of work already experienced by Mr. Singh over the number of years subsequent to the mortgage transactions and the resulting lawsuit against him personally by one of the mortgagees, the language was designed to preclude further punitive repercussions on his ongoing efforts to recover from these practice losses.

18. Similar questions concerning transparency in the citations were raised with Counsel for the LSA. She referred to a group of cases which had been provided in the Book of Authorities presented to the Committee. These were characterized in the index as cases dealing with "Lawyers Unknowingly Assisting with an Improper Purpose". However, as Counsel for the LSA indicated, these were commonly referred to as "mortgage fraud" cases. Reference was made to the style and language of the citations in four of these LSA cases. These cases generally referenced the impugned conduct in terms of "failure to serve" and "unknowingly assisting in an improper purpose", without getting into more detailed or pejorative characterizations that the conduct might have attracted. Counsel for the LSA also made note of the willing participation by Mr. Singh (by way of a self-referral) with the Practice Management department of the LSA over an extensive period from 2019-2020 which had provided assistance to Mr. Singh in dealing with various practice management issues.
19. Following a caucus by the Committee to read, review and discuss the *Pearson* decision and the various arguments of Counsel, the Committee approved the application to amend the citations, noting that their serious concerns with transparency had been mitigated by the comprehensive explanation of the process by which the Joint Submission had been arrived at and the serious deference required not only on issues of sanction but in respect of the Statement and admissions of guilt.

## **Agreed Facts/Background**

### ***Citation 1***

*It is alleged that Mandeep Singh unknowingly assisted his clients, the Borrower and the Lenders, in entering into a short-term mortgage transaction in May of 2017 that contained an excessive rate of interest, and in doing so failed to serve his clients, and that such conduct is deserving of sanction*

20. Both Mr. Singh and the LSA agree on the following facts in relation to this citation:
  - (a) In April 2017, Mr. Singh was retained by NS (Borrower) and G, P and S (Lenders) in respect of a loan of \$600,000 to be secured against a property owned by the Borrower (GPS Mortgage). The Lenders' instructions required

interest-only payments of 5% per month for a period of six months, although the GPS Mortgage was to be repaid in full in only three months. Notwithstanding the interest rate of 5%, the monthly interest payments were expressed in dollar terms in the GPS Mortgage to require payments to the Lenders of \$30,000 per month;

- (b) The Lenders and the Borrower each entered into limited retainer agreements with Mr. Singh, albeit not on the same terms, but each of which acknowledged Mr. Singh acting in a multiple representation of all parties. Mr. Singh also prepared a Guarantee and Indemnity signed by the Borrower which contained numerous errors, not the least of which were repeated improper and incorrect references to the parties, that the \$600,000 was owed by the Lenders to the Borrower and inclusion of reference to a third party numbered company having nothing to do with the GPS Mortgage;
- (c) In October 2017, Mr. Singh was instructed to prepare a discharge of the GPS Mortgage on the basis that a new loan had been arranged with a different lender, to be secured against the same property, to pay out the Lenders. Mr. Singh advised the Lenders that he would hold the discharge of the GPS Mortgage in trust until he received the funds to repay the principal amount, but did not address what by then had become outstanding and unpaid interest amounts;
- (d) When one of the Lenders (G) indicated that he did not wish to receive repayment and had made other arrangements to secure his loan, Mr. Singh drafted a Waiver of Independent Legal Advice for G to sign acknowledging that Mr. Singh was not acting for G in respect of the discharge and owed G no legal or fiduciary duty with respect to the discharge, that he had recommended seeking other professional advice and that G decided not to seek such legal advice. In November 2017, and despite G not having received any principal amounts, Mr. Singh also prepared a Release signed by all of the Lenders which released any claims they had or might have against the Borrower and her husband, by reason of the GPS Mortgage;
- (e) Also in October 2017, and contrary to the terms of the Limited Retainer Agreements, Mr. Singh began assisting the parties with collecting and disbursing payments pursuant to the GPS Mortgage and which continued on a number of occasions during November 2017. In October 2017, Mr. Singh issued a number of trust cheques to one of the Lenders (P), having received approximately \$170,000 from the Borrower in October 2017. However, those trust cheques in the aggregate exceeded the amount expressed in the Statement as having been received from the Borrower. Similarly, in November 2017 several smaller trust cheques were issued to another Lender (S) for "interest income" and "late interest on principal". The day of the signing of the Release, a trust cheque in the amount of \$138,700 was issued to the Borrower and her husband as "balance cheque to client". A day later a trust cheque was issued to G expressed as an "interest payment", and two days later another trust cheque was issued to the

Borrower and her husband in the amount of \$249,800, again as "balance cheque to client". That same day, the discharge of mortgage document in respect of the GPS Mortgage was submitted to the Land Titles Office for registration;

- (f) Mr. Singh did not advise G that he had returned funds (meant to repay that Lender's principal) to the Borrower and her husband, ostensibly on the basis of the Waiver of Independent Legal Advice, the Release and the signing of the discharge of mortgage; and
- (g) In the end result, P was fully repaid, S received repayment of the principal amount of his loan as well as four and a half of six interest payments and G received only five of six interest payments owed.

### **Citation 2**

*It is alleged that Mandeep Singh unknowingly assisted his clients, the borrowers and the lender, in entering into a short-term mortgage transaction in November of 2017 that contained an excessive rate of interest, and in doing so failed to serve his clients, and that such conduct is deserving of sanction*

21. Both Mr. Singh and the LSA agreed to the following facts in relation to this citation:

- (a) In November 2017, Mr. Singh met with the Borrower, her husband and a third party (H) and entered into Limited Retainer Agreements (in the same form as those entered into in respect of the GPS Mortgage) with respect to a proposed \$550,000 short-term loan. On the same day a loan agreement was entered into with those same parties but which erroneously included G as a lender party, but who did not sign the loan agreement;
- (b) A separate loan agreement including the proper parties was also signed on that date, as well as a Guarantee and Indemnity signed by the Borrower and her husband, also containing numerous errors; and
- (c) That same date a mortgage ( H Mortgage) was granted by the Borrower (pursuant to a power of attorney) to H in the principal amount of \$550,000 which provided for (i) the principal amount to be repaid in full in May 2018, (ii) interest at the rate of 5% per month, compounded monthly, but provided for amounts aggregating \$27,500 to be repaid monthly (including after repayment of the principal in full in May 2018) until November 2018, (iii) in the event of default a daily penalty of \$917, (iv) if the loan was not repaid in November 2018, a two-month extension to January 2019 for repayment but also expressing a due date of June 2018; and (v) a special power of attorney by the Borrower granting power of attorney to her husband in relation to the H Mortgage.

22. In February 2018, the husband instructed Mr. Singh to prepare a promissory note to G in the amount of \$557,999.94 to be repaid by April 2018. Mr. Singh was advised that the H



Mortgage had not been repaid and there was one outstanding interest payment due thereunder. He was also advised that G had made further unsecured loans to the husband in 2017 totaling \$150,000, which the Promissory Note was meant to cover. During 2018 Mr. Singh continued to act for G to notarize documents and deal with immigration matters.

23. By July 2018 Mr. Singh was advised that G had only received \$55,000 of the amount owing to G, and that G and other individuals who had invested with the husband and had lost money had submitted a complaint to the Alberta Securities Commission. In August 2018, G filed a Statement of Claim against the Borrower, her husband and Mr. Singh seeking damages in relation to the GPS Mortgage, and which lawsuit is ongoing. H advised Mr. Singh that he had received only one interest payment from the husband in respect of the H Mortgage and no further payments of either principal or interest had been subsequently paid or received.

### **Effective Annual Rate of Interest Calculations**

24. The LSA obtained third party actuarial reports that concluded that the GPS Mortgage provided for an effective annual interest rate of 179%, and that the H Mortgage provided for an effective annual rate of interest of 157%. Mr. Singh did not dispute these findings, and specifically admitted that both the GPS Mortgage and the H Mortgage exceeded the maximum allowable rate of interest pursuant to section 347 of the *Criminal Code*.

### **Analysis and Decision**

25. Section 60 of the *Act* requires that the Committee must accept the admissions of guilt as acceptable to it before those admissions can be acted on and that such acceptance constitutes a finding by the Committee that the conduct is deserving of sanction.
26. Accordingly, and in line with the Committee's ruling in respect of the amended citations, the Committee accepts the admissions of guilt as acceptable to it and finds that the conduct of Mr. Singh is deserving of sanction.

### **Analysis and Decision on Sanction**

27. Having received extensive submissions relating to sanction in relation to the application for the amendment to the citations, and given that Counsel were providing a joint submission on sanction, the submissions of both Counsel in relation to sanction were very brief. It was reiterated that Mr. Singh had no prior discipline history, had willingly participated in Practice Management and that the investigation conducted by the LSA had concluded that Mr. Singh was not complicit in the scheme that resulted in losses to G, H and others.
28. Counsel for Mr. Singh and the LSA provided in their joint submission for a fine of \$5,000 on each of the two citations, and costs in the amount of \$20,000. At the hearing, Counsel for the LSA presented an Estimated Statement of Costs in the amount of

\$35,318.27. In answer to questions from the Committee as to the rationale for the reduced amount of costs, it was explained that a discount had been provided in relation to the \$22,899.92 amount of investigation costs since that investigation indicated an absence of complicity by Mr. Singh in the actions of some of his clients.

29. Paragraph 207 of the Guideline requires the Committee to give significant deference to the joint submission on sanction. Paragraph 209 of the Guideline details the many ways in which a joint submission on sanction can benefit both the Member of the LSA and the LSA itself. Having reviewed those potential benefits, the Committee determined that the within joint submission on sanction contained favourable elements of each of those prospective benefits.
30. In addition, the Committee is required to take into consideration provisions of paragraph 210 of the Guideline dealing with the "public interest" test for acceptability arising from *Anthony-Cook* and subsequent cases. This test provides that a joint submission should be accepted unless it would bring the LSA or the profession into disrepute or is otherwise contrary to the public interest. In applying the public interest test, the Committee should consider:
  - (a) whether the Joint Submission is so markedly out of line with the expectations of a reasonable person aware of the circumstances of the offence and the offender, or so unhinged from those circumstances, that it would be viewed by that reasonable person as a breakdown of the LSA regulatory system; and
  - (b) whether the Joint Submission would cause an informed and reasonable public to lose confidence in the LSA as a regulatory institution.
31. In determining whether to accept the joint submission, the Committee must determine the appropriateness of the proposed sanction in protecting the public from acts of professional misconduct and preserving its confidence in the integrity of the profession. Sanctioning must be purposeful in the sense that it must satisfy these fundamental purposes as well as other applicable purposes of sanctioning as detailed in paragraph 186 of the Guideline to the extent they are relevant to the circumstances at hand.
32. The factors which the Committee considered as particularly relevant to the acceptance of the joint submission included the following:
  - (a) Denunciation and Deterrence. The Committee found much of the conduct evidence in the Statement and the other materials presented at the hearing, including the various documents drafted by Mr. Singh, to evidence serious issues in terms of compliance by Mr. Singh with his LSA Code of Conduct obligations in relation to competence, acting in situations of potential conflict of interest, insisting on proper instructions and exercising independent judgment in respect of those instructions and his cavalier manner of handling client property and trust funds. The Committee was persuaded that the substantial fines imposed

reflected a denunciation of the careless and sloppy preparation of documents through incomprehensible drafting and an apparent basic lack of understanding of the parties and their roles in each of the transactions. Coupled with the substantial costs award, the Committee determined that the requisite element of deterrence to both Mr. Singh and other members of the profession was satisfied;

- (b) The serious penalties also send an important message to Mr. Singh and other members of the profession that, as a basic protection of the public, a lawyer is not simply an implementer of whatever instructions a client may happen to provide, but must consider those instructions in light of an acceptable understanding of the applicable law, the professional ethical obligations associated and the appropriate distancing from the objectives of the client in determining their ability to act on those instructions;
  - (c) The Committee also considered mitigating factors applicable to Mr. Singh in imposing these serious penalties. Mr. Singh has no prior disciplinary record. His Counsel has detailed the significant financial and reputational impacts he has suffered as a result of these LSA proceedings, claims which his insurer must now defend and the public lawsuit instigated against him by a former client and which is ongoing some five years after the original conduct. As well, his voluntary participation with Practice Management was viewed by the Committee as a positive and important factor in accepting the level of fines and costs requested to be imposed. Mr. Singh proposed a payment arrangement to satisfy the fines and costs with monthly payments commencing September 1, 2022 and a complete repayment by March 2023. In doing so, Mr. Singh takes on additional serious obligations and undertakings to the LSA which, if breached, would in and of themselves lead to possible further serious sanction; and
  - (d) Counsel for the LSA also presented a number of prior LSA and other Hearing Committee decisions relating to lawyers drafting documents which resulted in a criminal rate of interest, and others dealing with situations where lawyers may have been unwitting participants in nefarious arrangements concocted by their clients. The Committee found those authorities helpful and supportive of the joint submission.
33. Taking into consideration all of the above, the Committee concludes that (i) a penalty of a \$5,000 fine in respect of each of the citations (total \$10,000 fine), and (ii) a reprimand (attached as Schedule 1) are in aggregate within the range of reasonable sanctions that will satisfy the purposes of the sanctioning process. Further, the Committee orders costs in the amount of \$20,000, with payment of those amounts by monthly payments commencing September 1, 2022 in the amount of \$5,000 and continuing monthly thereafter on the first day of each subsequent month with payment in full of all amounts in any event not later than March 1, 2023.

## **Concluding Matters**

34. After hearing the submissions of Counsel, the Committee determined that there will be no Notice to the Profession and no Notice to the Attorney General in respect of this matter.
35. The exhibits, other hearing materials, and this report will be available for public inspection, including the provision of copies of exhibits for a reasonable copy fee, except that identifying information in relation to persons other than Mr. Singh will be redacted and further redactions will be made to preserve client confidentiality and solicitor-client privilege (Rule 98(3)).

Dated August 17, 2022.

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Cal Johnson, QC

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Glen Buick

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Darlene Scott, QC

## Reprimand

## Schedule 1

Mr. Singh, you have acknowledged guilt on two very serious citations. This Committee found your conduct very concerning and disappointing. You have acknowledged failing to serve your clients in a number of very important aspects. Not the least of these was your drafting documentation in relation to two different mortgage loan transactions containing interest rates that were clearly acknowledged by you in the Statement of Admitted Facts as being effective annual interest rates in excess of 60% as prohibited by Section 347 of the *Criminal Code of Canada*.

The evidence also indicated, contrary to your Code of Conduct obligations, that you undertook retainers which you did not have the requisite skills and competency for. Further, you accepted and implemented instructions from your clients without applying the independent judgment and knowledge of applicable law that is reasonably expected of all lawyers.

The Committee was provided with various mortgage and guarantee documentation, the drafting of which resulted in unenforceable and largely incomprehensible security documents which fell far below the reasonable requirements of the situation.

The Committee does acknowledge your willing engagement with the LSA's Practice Management process and expects that you will take all of the recommendations seriously and will implement these and other measures to ensure that, in the future, you will comply with your Code of Conduct obligations in terms of competency, independent judgment and assessing client demands in light of the applicable law.