IN THE MATTER OF PART 2 OF THE
***LEGAL PROFESSION ACT*, RSA 2000, c. L-8**

AND

IN THE MATTER OF A SECTION 32 RESIGNATION APPLICATION
REGARDING BRIAN ADAIR
A MEMBER OF THE LAW SOCIETY OF ALBERTA

Resignation Committee

Sony Ahluwalia, KC – Chair (Bencher)
Corie Flett, KC – Committee Member (Bencher)
Sandra Petersson, KC – Committee Member (Bencher)

Appearances

Karen Hansen – Counsel for the Law Society of Alberta (LSA)
Bruce Buckley – Counsel for Brian Adair

Hearing Date

September 7, 2023

Hearing Location

Virtual Hearing

RESIGNATION COMMITTEE REPORT

Overview

1. Brian Adair was called to the bar on April 30, 1980 and resides and practiced in Red Deer, Alberta. Mr. Adair was a sole practitioner mainly in the area of family law.

2. At the time of this hearing, Mr. Adair was a suspended member of the LSA for non-payment of fees and had a disciplinary record with the LSA. He also confirmed that he had closed his practice and transferred his files to other lawyers.

3. Mr. Adair is approximately 72 years old and was diagnosed with a serious ailment.

4. Mr. Adair faced two complaints; one resulted in the issuance of three citations and the other was in formal review state at the time of this hearing.

5. Mr. Adair applied for resignation from LSA (Resignation Application), pursuant to section 32 of the *Legal Profession Act*, R.S.A. 2000, c.L-8 (*Act*). Because Mr. Adair's conduct is the subject of citations issued pursuant to the *Act*, this Resignation Committee (Committee) was constituted to hear the Resignation Application.

6. After reviewing all of the evidence and exhibits filed, and hearing the submissions of LSA counsel, Karen Hansen and counsel for Mr. Adair, Bruce Buckley, the Committee allowed the Resignation Application pursuant to section 32 of the *Act* with oral reasons and advised that a written decision would follow; this is that written decision.

7. In addition, the Committee ordered that costs of $4,940.25 are payable prior to any application to be relieved of his undertaking not to apply for reinstatement.

Preliminary Matters

8. There were no objections to the constitution of the Committee or its jurisdiction, and a private hearing was not requested, so the hearing proceeded in public.

Agreed Statement of Facts

9. Mr. Adair faced the following three citations at the time of the Resignation Application:

    a) It is alleged that Brian Adair failed to provide legal services to the standard of a competent lawyer, including failing to perform all functions competently, conscientiously, diligently and in a timely manner and that such conduct is deserving of sanction;

    b) It is alleged that Brian Adair failed to meet the requirements of the Rules of Court and the Code of Conduct in drafting and entering into a contingency fee agreement and that such conduct is deserving of sanction; and

    c) It is alleged that Brian Adair charged his client legal fees that were not fair and reasonable and that such conduct is deserving of sanction.

10. In addition, there was another complaint under review.

11. In support of the Resignation Application, Mr. Adair executed and provided a Statement of Facts and Admissions (Statement), which is attached to this decision. The facts are clearly laid out in the Statement, and while he does not concede to his conduct being deserving of sanction, he makes certain admissions that indicate ownership of his conduct, to the satisfaction of the Committee.

Undertakings

12. As part of his Resignation Application, Mr. Adair also executed a document entitled Undertakings and Agreements (Undertakings). Pursuant to the Undertakings, Mr. Adair

undertook and agreed to several terms and conditions of resignation. In summary he agreed to:

a) Cooperate with the LSA with respect to any future insurance claims;

b) Pay any deductible with respect to any claim paid by the LSA's insurer, and pay the LSA any claim paid from the Assurance Fune or the indemnity programs fund;

c) Endeavor to locate and surrender to the LSA the Certificate of Enrolment he was issued by the LSA;

d) Refrain from engaging in the practice of law and providing any service usually provided by a paralegal, articling student, law clerk, legal assistant, research assistant, or legal secretary; and

e) Refrain from applying for readmission to the LSA without first paying the sum set out in the Estimated Statement of Costs approved by this Committee.

Submissions

13. The parties presented a joint submission there was agreement to proceed under section 32 of the *Act*. LSA counsel supported Mr. Adair's application for resignation, agreeing that his resignation pursuant to section 32 served the public interest.

14. LSA counsel confirmed that should the matter proceed to hearing Mr. Adair would not likely face disbarment. In addition, the Committee was made aware that Mr. Adair's application pursuant to section 32 was made during a difficult time due to his health issues and that he did not ever intend to return to the practice of law.

Analysis

15. The issue to be determined by this Committee was whether it was in the best interests of the public to permit Mr. Adair to resign pursuant to section 32 of the *Act* in the face of serious unresolved conduct matters.

16. Under the *Act*, a member may apply to resign under either section 32 or section 61. There is a material distinction between these applications. Pursuant to section 61, the member's resignation amounts to a deemed disbarment if accepted. Under section 32, the application is merely one of resignation.

17. Resignation committees of the LSA have permitted members who faced serious conduct proceedings to resign pursuant to section 32 where the public interest may still be

served without requiring either a public hearing into outstanding citations or a deemed disbarment. In those cases, resignation committees were satisfied that the member's conduct had been investigated and that certain mitigating factors existed that offer understanding and even explanation for the member's conduct. Equally importantly, in each instance, the applications for resignation were supported by the member's undertaking never to re-apply for admission to the LSA.

18. The Committee was presented with a joint submission that is deserving of deference, unless it was demonstrably unfit or unreasonable, or contrary to the public interest.

19. The Committee found the joint submission acceptable. The Committee agreed that the conduct at issue, if proven would not result in disbarment. Further, the Committee was satisfied with Mr. Adair's acknowledgment of his role in the circumstances that led to the citations being directed. Lastly, the Committee noted this process was the effective way of dealing with the conduct issues and Mr. Adair's health issues.

20. In the result, the Committee was satisfied that granting Mr. Adair's Resignation Application pursuant to section 32 of the *Act* was in the public interest.

Decision

21. The Committee found that the Statement was in an acceptable form.

22. Based on the evidence established by the Statement, the Committee determined that it was in the best interests of the public to accept the application of Mr. Adair to resign pursuant to section 32 of the *Act*, effective September 7, 2023.

23. The Committee accepted the undertakings made by Mr. Adair.

24. The Committee has reviewed the Estimated Statement of Costs as prepared by the LSA. The Committee ordered that Mr. Adair must pay these costs prior to any later application for reinstatement or relief from his undertakings.

25. Pursuant to section 32(2) of the *Act*, Mr. Adair's name will be struck off the roll. The roll shall reflect that Mr. Adair's application under section 32 was allowed on September 7, 2023.

Concluding Matters

26. 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. Adair will be redacted

and further redactions will be made to preserve client confidentiality and solicitor-client privilege (Rule 98(3)).

27. On September 7, 2023 the Committee directed that a Notice to the Profession be issued. That notice was issued by the LSA on September 7, 2023.

28. A Notice to the Attorney General is not required.

Dated December 22, 2023.

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Sony Ahluwalia, KC

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Corie Flett, KC

_____

Sandra Petersson, KC

Schedule 1

IN THE MATTER OF THE *LEGAL PROFESSION ACT*

- AND -

IN THE MATTER OF A RESIGNATION APPLICATION BY

BRIAN A. ADAIR

A MEMBER OF THE LAW SOCIETY OF ALBERTA

STATEMENT OF FACTS AND ADMISSIONS

BACKGROUND

1. I was admitted as a member of the Law Society Alberta (the "LSA") on April 30, 1980.

2. I have been a sole practitioner in Red Deer Alberta for the majority of my career.

3. My present status is suspended for non-payment of fees. I have closed my law practice and transferred all of my files to other lawyers.

4. I have one prior discipline matter from 2020 where I admitted guilt to two citations: failing to provide competent, conscientious, and diligent service to my client by failing to complete the client's divorce in a timely manner, and breaching Rule 119.21(4) of the Rules of the Law Society of Alberta. I was sanctioned with a reprimand and an order to pay costs.

APPLICATION FOR RESIGNATION

5. I am applying to resign as a member of the LSA pursuant to section 32 of the *Legal Profession Act*.

6. My application arises out of two complaints, the first of which resulted in the issuance of three citations, and the second of which remains in the formal review stage.

7. I am making this application to resign to avoid a lengthy hearing into the citations, to prevent inconvenience to witnesses and panel members, and to bring the complaint to a conclusion. Also, I am 72 years old and was diagnosed with [a serious ailment] in early 2020. I have received treatments which have caused me to suffer fatigue and difficulty with concentrating. I do not intend to ever return to the practice of law.

FACTS RELATING TO CO[…]09/HE20210127

8. On December 15, 2015, S.R. retained me to represent her in her family law matter which involved issues regarding custody, child and spousal support, and the division of matrimonial property. S.R. separated from her former spouse C.R. in August 2015 when she moved with her children from Alberta to British Columbia. S.R. retained counsel in Kelowna, British Columbia and filed a Notice of Family Claim in the Supreme Court of British Columbia, Kelowna Registry on October 2, 2015. On November 13, 2015 a Statement of Claim for Divorce and Division of Matrimonial Property was filed on behalf of C.R. in the Judicial Centre of Red Deer. At the same time, a Family Application was filed on behalf of C.R. seeking the return of the children to Alberta. S.R. had been served with an Application that was returnable in less than one week's time. The divorcing parties had significant matrimonial debt and it was unclear whether a divorce could result in either of them escaping liability for the debt or being able to indemnify the other for it.

9. By February of 2016, S.R.'s initial retainer had been depleted and she did not have the means to pay a further retainer. We agreed that I would continue to work for S.R. on a contingency fee basis and that I would register a caveat on title to the matrimonial home to secure my legal fees.

10. On February 4, 2016, I sent S.R. a Memorandum of Charging Lands in the sum of $25,000.00, and a contingency fee agreement ("CFA"), which she executed the following day. The CFA set out the following fee schedule:

    15% if the matter is settled before Discoveries
    25% if the matter is settled after Discoveries
    30% of total recovery plus costs (costs only if the matter proceeds to trial), and disbursements.

11. The CFA did not meet all of the requirements set out in Rule 10.7(2) of the Rules of Court in that:

    a. It did not contain S.R.'s name and address or an accurate statement of the nature of the legal services for which I was retained;
    b. It was not signed by me;
    c. S.R.'s signature was not witnessed and there was no Affidavit of Execution;
    d. The manner in which the fees were to be calculated was not clearly identified in that "total recovery" was not defined;
    e. There was no statement regarding S.R.'s ability to request a review of the reasonableness of the account and the CFA.

12. On May 27, 2016, I filed and registered a Certificate of Lis Pendens ("CLP") on S.R.'s behalf on title to the matrimonial home. On July 7, 2016, I registered the Memorandum of Charging Lands as a caveat.

13. The parties ultimately agreed to attempt settlement by way of mediation. No questioning took place. The mediation took place in December 2016 and after several subsequent

months of negotiation, the parties reached an agreement.

14. During the mediation attended by the parties, there were a number of discussions about how settlement would be achieved. C.R. represented that he would have to refinance the mortgage on the former matrimonial home in order to fund a settlement. The mediation report reflects an agreement as follows "[C.R.] has until January 15, 2017 to obtain mortgage refinancing approval, or the acreage must be listed and sold". The parties did not reach final agreement in mediation. There was general and preliminary consensus achieved on most substantial property issues, but issues of arrears of child support and spousal support remained unresolved, as the financial settlement was dependent on the husband's limited ability to refinance. S.R. received a copy of the Mediator's Report.

15. On January 16, 2017, C.R.'s counsel wrote to me and stated, among other things, that her client was "*working on some final details for refinancing".*

16. In February 2013, S.R. indicated that she had changed her mind concerning the preliminary consensus and wanted to push for more, whether through negotiation or litigation. On March 6, 2017, I advised her in writing of my thoughts and recommendations regarding her legal position and the cost of proceeding.

17. On February 14, 2017, I wrote to C.R.'s counsel advising her that my client was withdrawing from the preliminary settlement arrangement.

18. On February 17, 2017, C.R.'s counsel emailed to me stating "*it appears the reason my client has been unable to confirm his refinancing is the accounts manager he was dealing with was in an accident… my client has now gotten the bank manager involved so this can be moved forward."*

19. On March 2, 2017, C.R.'s counsel wrote to me and stated, among other things, "*My client advises he will be able to obtain financing on the matrimonial home to remove your client's name from the liability on same".* C.R.'s counsel further indicated that C.R. needed an executed Agreement to access the funds for the payout of matrimonial property and lump sum spousal support. S.R. was informed of this and she indicated that she was willing to return to the settlement arrangement based on C.R.'s expectation of financing.

20. The agreement was formalized in a Divorce and Property Contract ("the Contract"), which I prepared, and which was signed by C.R. on May 11, 2017, and by S.R. on July 10, 2017. S.R. was provided a copy of the agreement in advance by mail April 26, 2017.

21. On April 18, 2017, C.R.'s counsel wrote to me with some requested changes to a draft Agreement. In paragraph 4 of that letter, she indicated that they required a Transfer of Land and Dower Release in order to obtain the funds, and in paragraph 5 of that same letter said "*My client has been approved to refinance on the home*. *The payment of the $85,000 to your client will be from other sources*".

22. On April 26, 2017, I wrote to C.R.'s counsel advising, among other things, that upon payment of the funds called for in the Settlement Agreement and completion of that Agreement, the Certificate of Lis Pendens and Caveat would be removed from the Title.

23. C.R. signed the Agreement on May 11, 2017, and it was returned to my office for S.R. signature.

24. S.R. delayed in signing the Contract because she was working offshore in a commercial fishing operation. On July 10, 2017, S.R. signed the Agreement after having meetings with a Kelowna lawyer on two occasions, for one hour on July 5 and 1.5 hours on July 10, 2017.

25. The main terms of the Contract were:

    a. The parties would equalize their Registered Retirement Savings Plans ("RRSPs") by way of a tax-free rollover from the husband to S.R. in the amount of $27,989.00. After the rollover, each party would retain their respective RRSPs free of claims from the other.

    b. The husband would become the sole owner of the matrimonial home and sole director and shareholder of the parties' jointly owned corporation ("the corporation").

    c. The husband was responsible for completing the documentation necessary to give effect to the transfer of ownership of the corporation and the refinancing of the matrimonial home.

    d. The husband agreed to be solely liable for the mortgage on the matrimonial home, and various joint debts, including lines of credit and loans, and debts associated with the corporation and a timeshare.

    e. To equalize the matrimonial assets and debts, the husband would make a $60,000.00 settlement payment to S.R. In addition, S.R. would receive $25,000.00 in lump sum spousal support.

    f. Each party was responsible for their respective vehicle loans.

26. The only timeline indicated in the Contract for the above-described steps can be found at paragraph 10.7 of the Contract:

> Immediately upon the execution of this Agreement by both parties and the husband obtaining the proceeds of his new mortgage financing shall occur in any event not later than 30 days from the date of the signing of this Agreement by both parties, the husband shall pay to the wife a lump sum spousal support and matrimonial property settlement.

27. On July 12, 2017, I provided the husband's lawyer with signed copies of the Contract, along with a Transfer of Land, Transfer of Shares, Dower Release, and S.R.'s Resignation of Director. I attempted to impose two trust conditions on the executed documents, related to the settlement payment, lump sum spousal support, and RRSP rollover, but they were refused by the husband's lawyer on July 18, 2017. I responded to the husband's lawyer

the same day, asking that she make no use of the executed documents except for fulfilling the terms of the Divorce and Property Contract. I further stated: “I do not think it would be unreasonable to complete the cash settlement and RRSP rollover within the next 30 days of the date of this correspondence if not sooner.”

28. S.R. was in default of her obligations under the Agreement to assume responsibility for her vehicle, as she had defaulted on payments in May 2017 and again on September 9, 2017.

29. On September 14, 2017, approximately two months after the parties had fully executed the Divorce and Property Contract, and contrary to the deadline contemplated in paragraph 10.7, the husband’s lawyer sent a trust cheque in the amount of $82,191.31 to my office (funds had been deducted from the settlement payment amount for mediation costs and a payment on S.R.’s vehicle).

30. After I received the settlement payment, I did not take steps to ensure that C.R. had complied with his remaining obligations under the Contract, relying on the statements previously made by his counsel. In particular I did not confirm whether the husband had registered the Transfer of Land to transfer title to the matrimonial home to his sole name.

31. On September 18, 2017, I sent S.R. my final account in the amount of $47,816.00, plus disbursements for a total of $48,166.67. The account referenced enclosed a cheque to S.R. in the amount of $32,582.03, representing her settlement payment less my legal fees and disbursements and the funds that had previously been deducted by the husband’s lawyer. I charged S.R. a 20% contingency fee on the basis that her ‘total recovery’ was valued at $239,080.01.

32. Contrary to Rule 10.7(7), my final account did not contain the required statement advising that S.R. could seek a review of the charges as well as the Contingency Agreement.

33. I calculated the ‘total recovery’ value by adding together the following items:

    $101,882.34 Gross value of S.R.’s RRSP

    $ 60,000.00 Matrimonial settlement payment owed to S.R.

    $ 30,000.00 Gross value of RRSPs to be rolled over to S.R.

    $ 47,193.67 Value representing 50% of the parties’ joint debts (that the husband was to solely assume)

34. On September 22, 2017, C.R.’s counsel wrote to me advising that S.R. was again in breach of the Agreement regarding her responsibility to take over the Santa Fe loan.

35. On September 25, 2017, I received a voicemail from S.R., expressing concerns about my legal fees, and a $5,000 sum that she felt was missing from the settlement payment to compensate her for household contents.

36. On September 26, 2017, I wrote to S.R., stating the following about the legal fees I charged and the $5,000 sum for household contents:

> "While I could have charged 25% of total recovery, as we did attend a mediated settlement meeting, I did not do so. Your account would then have been (25% x $239,080.00) $59,770.00. I reduced this percentage to 20% that amounted to $47,816.00, a reduction of $11,954.99. I also refunded your original retainer of $2,500.00 for a total savings in legal fees of ($11,954.00 + $2,500.00) $14,454.00 The percentage charged for contingency fees is closer to 19%. The account also includes finalization of your divorce.
>
> In respect to the issue of the $5,000 that you felt was omitted, this was discussed and resolved at the settlement meeting. This was accounted for in the final equalization payment completed by the mediator."

37. On October 20, 2017, the Husband's lawyer provided me with the draft Divorce Judgment and Corollary Relief Order ("Divorce Judgment") for my review and comment, or endorsement and return. She also requested that I provide her with two documents that she believed were required to be submitted to the Court to obtain a divorce judgement, being:

    a. S.R.'s Parenting After Separation course certificate ("PAS Certificate"); and
    b. Affidavit of Service of the Statement of Claim.

    The husband's lawyer was in error in asking for the PAS Certificate, as S.R. was not a resident of Alberta, and therefore the PAS Certificate was not required.

38. The C.R.'s counsel had previously sent me five requests to provide a copy of the filed Affidavit of Service for the Statement of Claim, between February 2, 2016, and September 14, 2017. However, I did not have the Affidavit of Service as I was not counsel for S.R. at the time she was served and neither she nor her B.C. counsel provided that document to me. On five occasions between February 2016 and September 18, 2017, I had my assistant contact the office of S.R.'s former counsel to try to obtain the Affidavit of Service.

39. I did not respond to the October 20, 2017 letter from C.R.'s counsel, nor did I forward the draft Divorce Judgment to S.R. for her review at that time.

40. On June 5, 2018, approximately 8 months after I received the draft Divorce Judgment, C.R.'s counsel withdrew as counsel of record for the husband.

41. On June 26, 2018, I wrote to S.R. enclosing the husband's lawyer's Notice of Withdrawal Of Lawyer Of Record. I advised her that she was not yet divorced and stated, in part:

> "I do not know if your husband has a new Lawyer but as I did the Settlement Agreement and your husband started the actual divorce, it is your husband who is supposed to finish the Divorce Judgment and have it filed. This is a special process that he has to do. I do not know the reason why he won't finish the actual divorce.

> There is a procedure whereby we can finish the divorce but this will take money and time, unless your husband has engaged another Lawyer to finish off the divorce…"

I also enclosed the draft Divorce Judgment that I had received on October 20, 2017 and asked S.R. to advise if it was acceptable.

42. On September 18, 2018, S.R. emailed me, expressing surprise that she was not yet divorced and that I had asked her for more money to get the divorce completed. She also expressed concerns about issues she felt had not been addressed, including:

    a. That a vehicle that was dealt with in the Contract had not been properly transferred to her, which resulted in a fine and her vehicle getting towed;

    b. That she received a letter from Canada Revenue Agency stating that she remained a Director for the corporation and could be liable for the corporation's debts;

    c. That the settlement payment was missing a sum of $5,000.00, which was meant to compensate S.R. for household contents; and

    d. That mediation fees had been deducted from her settlement payment.

43. On September 27, 2018, I wrote to S.R.to respond to her concerns, advising that:

    a. She could sue the husband under the Contract for any CRA debt she incurred in relation to the corporation and for damages arising from the husband's failure to provide a transfer of registration for her vehicle;

    b. That one half of the total mediation costs had been properly payable by her as "the Courts believe that mediation is for the benefit of both parties and the cost thereof to be equally shared"; and

    c. That the $5,000 sum for household contents had already been incorporated in the parties' settlement.

    Although I did not address it in that letter, S.R. was incorrect in stating that she was still a director for the corporation, as corporate registry indicates that she was no longer a director as of October 5, 2017. The mediation agreement signed by SR specifically states that each side would pay for one half of mediation, and SR already had a copy of that agreement.

44. On October 1, 2018, S.R. wrote to me, indicating that she wished to proceed with suing the husband under the Contract. She stated, in part:

> "When I signed all the paperwork and received my "settlement" less your fees, I trusted that this matter and all the details were complete. I am not sure how this got "overlooked" and was not followed up on...

> … Please break down the fees etc., plus how I can achieve this without it costing me any more money and how I can be "assured" that [the husband] will in fact have to pay all costs. I do not want any devastating surprises when I receive a bill. This has already caused me so much stress and anguish…"

45. On October 10, 2018, S.R. wrote to me again, stating that:

    a. her name had not been removed from the parties' joint debts, and that most of the debts had not been serviced for some time;

    b. the mortgage on the matrimonial home had not been refinanced, so she remained jointly liable for the mortgage;

    c. the mortgage was in default and she was advised that if a payment was made by October 12, 2018, foreclosure proceedings would be commenced;

    d. she was not aware that her name was still on the mortgage and joint debts until she was advised of same by her mortgage specialist on September 24, 2018;

    e. that her credit rating would suffer because of the defaults on the mortgage and joint debts;

    f. she had not been removed from responsibility for debts of the corporation; and

    g. she was concerned that my caveat remained on title to the matrimonial home despite having paid my legal fees.

46. On October 12, 2018, I wrote to S.R., advising that she had the option of rescinding the Contract, or suing the husband under the Contract and claiming the legal costs on a full indemnity basis. I confirmed that I would not be able to act for her if she chose to sue the husband as I could be called as a witness on her behalf.

47. I did not respond to S.R.'s concern about the caveat, nor did I take steps to remove the caveat or CLP that I had placed on the matrimonial home.

48. On October 18, 2018, I wrote to S.R. confirming that I was now prepared to act for her in an action against the husband for breach of contract. SR did not respond, and I did not subsequently take any steps to commence proceedings between October 18, 2018 and receiving the notification from the Law Society that SR had made a complaint.

49. On November 9, 2018, I was notified by the LSA that S.R. had made a complaint against me.

50. On January 15, 2019, the mortgage holder on the matrimonial home filed a Statement of Claim against S.R. and the husband, claiming damages of approximately of $55,000, plus interest, in relation to loans and credit that the husband was to solely assume under the

Contract.

51. On February 8, 2019, S.R. was served with a Notice of Intent to Realize on Security and Notice of Intention to Enforce a Security with respect to the matrimonial home.

52. On July 24, 2019, I was served with a foreclosure application from the mortgage holder regarding the matrimonial home. I forwarded this application and related documents to S.R. on August 6, 2019, and advised that I would not be acting for her on this matter.

53. On August 21, 2019, I was served with a Redemption Order – Listing, filed August 15, 2019, respecting the matrimonial home.

54. On April 23, 2020, a Discontinuance of Claim was filed by the mortgage holder, discontinuing the claim against S.R. and her husband. Throughout the foreclosure proceeding the former matrimonial home had equity, limiting or eliminating S.R.'s direct financial risk.

55. On March 16, 2021, the Conduct Committee Panel the following citations:

    1. It is alleged that Brian Adair failed to provide legal services to the standard of a competent lawyer, including failing to perform all functions competently, conscientiously, diligently and in a timely manner and that such conduct is deserving of sanction.

    2. It is alleged that Brian Adair failed to meet the requirements of the Rules of Court and the Code of Conduct in drafting and entering into a contingency fee agreement and that such conduct is deserving of sanction.

    3. It is alleged that Brian Adair charged his client legal fees that were not fair and reasonable and that such conduct is deserving of sanction.

FACTS RELATING TO CO[…]69

56. On 13, 2021 the Law Society received a complaint from a former client of mine, D.R. The complaint alleges that I made an error when I drafted the Divorce Judgment and Corollary Relief Order in stating there was no arrears of child support.

57. It is my position that no error was made because there were no arrears of child support as of the date the parties executed the Divorce and Property Contract on May 29, 2019, although there were arrears by the time the Divorce Judgment was granted on June 30, 2020.

58. This complaint remains in the Law Society's formal review stage.

ADMISSIONS

59. I admit the facts contained within this Statement of Facts and Admissions for the purposes

of my Resignation Application.

60. As to citation 1, while I admit that my legal services for S.R. could have been more diligent, I do not believe my conduct rose to the level of conduct deserving of sanction.

61. As to citation 2, while I admit that the CFA failed to meet all of the requirements of the Rules of Court, I do not admit that I committed conduct deserving of sanction in that regard.

62. As to citation 3, I do not admit that the legal fees that I charged S.R. were not fair and reasonable.

63. It is my opinion that the circumstances underlying citations 1, 2, and 3 do not rise to the level where Law Society intervention was required. Nonetheless, I acknowledge that my conduct raised concerns for the Law Society, and I acknowledge that at the end of a Discipline Hearing if these citations were proven, the Law Society would be seeking a sanction of 3 to 5 months suspension.

64. As to the Complaint CO[…]69, I dispute the allegation that I made an error on the Divorce Judgment and Corollary Relief Order.

ACKNOWLEDGEMENTS

65. I acknowledge that I have received independent legal advice regarding the implications of this application.

66. I acknowledge that I have signed this Statement of Facts and Admissions voluntarily and without any compulsion or duress.

67. I acknowledge that I understand the nature and consequences of signing this Statement of Facts and Admissions.

68. I acknowledge that, although entitled to deference, a Resignation Committee is not bound to accept a joint submission.

This Statement of Facts and Admissions is dated the 17 day of August, 2023

"Brian Adair"
BRIAN A. ADAIR