

LAW SOCIETY OF ALBERTA
IN THE MATTER OF THE *LEGAL PROFESSION ACT*;
AND
IN THE MATTER OF A RESIGNATION APPLICATION
BY AMARPREET SINGH
A MEMBER OF THE LAW SOCIETY OF ALBERTA

Resignation Committee:

Adam Letourneau, QC - Chair (Bencher)

Robert Armstrong, QC - Committee Member (Bencher)

Sarah King D'Souza, QC - Committee Member (Bencher)

Appearances:

Counsel for the Law Society – Shanna Hunka

Amarpreet Singh – Self-Represented

Hearing Date:

February 21, 2017

Hearing Location:

Law Society of Alberta at 500, 919 – 11th Avenue S.W., Calgary, Alberta

RESIGNATION COMMITTEE REPORT

Jurisdiction, Preliminary Matters and Exhibits

1. Amarpreet Singh applied for resignation from the Law Society of Alberta (“LSA”) pursuant to section 32 of the *Legal Profession Act*, R.S.A. 2000, c.L-8 (“LPA”). Because Mr. Singh’s conduct is the subject of citations issued pursuant to the LPA, this Resignation Committee (“Committee”) was constituted to hear the application. At the time of this hearing, Mr. Singh was an inactive member of the LSA.

2. Exhibits 1 through 4, consisting of the Letter of Appointment of the Committee, the Notice to Solicitor pursuant to section 59 of the *Legal Profession Act* (“LPA”), the Notice to Attend to the Member and the Certificate of Status of the Member with the LSA established the jurisdiction of the Committee.
3. Pursuant to Rules 96(2)(a) and (b) a Private Hearing Application Notice was served on several parties, including Mr. Singh. No interested party applied to have the hearing held in private. Accordingly, the Chair directed that the hearing be held in public.
4. At the outset of the hearing, Exhibits 1 through 7, contained in the Exhibit Book, which had been provided to the Committee in advance, were entered into evidence in the hearing with the consent of the parties.

Citations

5. Mr. Singh faced the following Citations:

- [1] That he signed cheques to disburse trust funds in contravention of the Rules.
- [2] That he acted while in a conflict of interest.
- [3] That he failed to conscientiously serve his clients.
- [4] That he assisted R.V. in an improper purpose.

Agreed Statement of Facts

6. Section D of Exhibit 6 consisted of an Agreed Statement of Facts and Admissions signed by Mr. Singh and dated February 21, 2017. A Statement of Undertakings and Agreements, also dated February 21, 2017, detailing proposed terms and conditions of the resignation was annexed as Section B of Exhibit 6. The Agreed Statement of Facts and Admissions and the Statement of Undertakings and Agreements are attached as Schedules "A" and "B". They are not reproduced in the body of this decision.
7. Counsel for the LSA advised the Committee that Mr. Singh wished to speak to the application. Mr. Singh provided a candid, thorough and heartfelt summary of the circumstances which led to the complaints. Counsel for the LSA requested the Committee's approval of the Agreed Statement of Facts, wherein Mr. Singh admitted guilt to Citations 1, 2, and 3. Mr. Singh did not admit to Citation 4.

Decision Regarding Citations

8. Based on the evidence established by the Agreed Statement of Facts, the Committee determined that it was in the best interests of the public to accept the application of Mr. Singh to resign pursuant to section 32, effective February 21, 2017. The Committee accepted the undertakings made by Mr. Singh. The Committee further provided the

approvals required by the LPA and Rules of the LSA, as requested by counsel for the LSA pursuant to paragraph 6 above.

Costs

9. Ms. Hunka provided an Estimated Statement of Costs in the amount of \$45,711.11. After some questions posed to Mr. Singh by the Committee, the Committee directed that Mr. Singh be required to pay actual costs of the hearing. Investigation costs, having already been reduced to one third of the total investigation costs, were reduced to one fifth of the investigation costs instead. The LSA provided an official Statement of Costs after the hearing and Mr. Singh is accordingly ordered to pay costs in the amount of \$34,856.74 on or before February 21, 2019.

Concluding Matters

10. There shall be no Notice to the Attorney General.
11. No Notice to the Profession shall be issued.
12. The exhibits 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 at the City of Calgary, in the Province of Alberta, this 18th day of May, 2017

Adam Letourneau, QC

Robert Armstrong, QC

Sarah King D'Souza, QC

SCHEDULE "A"

IN THE MATTER OF THE LEGAL PROFESSION ACT

- AND -

IN THE MATTER OF A RESIGNATION APPLICATION BY
AMARPREET SINGH,
A MEMBER OF THE LAW SOCIETY OF ALBERTA

AGREED STATEMENT OF FACTS AND ADMISSIONS

BACKGROUND

1. I was admitted as a member of the Law Society of Alberta (the "LSA") on October 14, 1994.
2. I have been a member at all time relevant to these proceedings, but have been an inactive member since March 2, 2015.

APPLICATION FOR RESIGNATION

3. I am applying to resign as a member of the LSA pursuant to section 32 of the Legal Profession Act (the "Act").
4. This application arises out one complaint against me, which has resulted in citations being referred by a Conduct Committee Panel (a "CCP") to a Hearing Committee.
5. I am making this application to avoid a lengthy hearing into the merits of these matters; to prevent the corresponding inconvenience to witnesses and panel members; and to bring these long-standing complaints to a conclusion.
6. I admit the facts contained in this Agreed Statement of Facts ("ASF") and where I make specific admissions to the conduct described herein, I agree that I am also admitting that the described conduct is deserving of sanction pursuant to section 49 of the Act.
7. I have signed this ASF voluntarily and without any compulsion or duress.

CITATIONS

8. The following citations were directed to a hearing by a Conduct Committee Panel:

1. That I signed cheques to disburse trust funds in contravention of the *Rules*.
2. That I acted while in a conflict of interest.
3. That I failed to conscientiously serve my clients.
4. That I assisted R.V. in an improper purpose.

FACTS AND ADMISSIONS

9. These citations arose out of a complaint by the LSA. The LSA made the complaint after becoming aware of a Statement of Claim filed against all the lawyers of Singh & Partners (the “Firm”), as well as two legal assistants of the Firm and other third parties.
10. I was a partner at the Firm at all relevant times during which the matters under investigation as set out above took place.
11. The Statement of Claim was filed by [TKT]. It relates to two residential real estate transactions that were handled by the Firm. They are the purchase of [•] in May 2010, followed by the subsequent sale of that property in August 2011.
12. [TKT]’s realtor on the transactions was [RV]. [RV] referred a fair amount of work to the Firm and had formed personal relationships with a number of lawyers and staff at the Firm. On or around October 14, 2011, [RV] committed suicide.
13. [TKT] filed her Statement of Claim on October 27, 2011. She alleges that a mortgage had been fraudulently registered against her title without her knowledge or consent. I have since learned that she had paid for the property with cash which she borrowed from her TD credit line.
14. On February 26, 2013, the LSA commenced an investigation due to the allegations in the Statement of Claim. The LSA investigators discovered that [RV] had been conducting a “lapping scheme” and was using the Firm to perpetrate it. A “lapping scheme” is a form of account receivable fraud where, in this case, funds are misappropriated from their original source and diverted to unrelated parties. Funds are continually moved from one transaction to another in order to cover up shortages from earlier misappropriated funds.

CITATION #1 – ALLEGATION OF SIGNING A CHEQUE THAT IMPROPERLY DISBURSED TRUST FUNDS

15. In January 2010, [JC], [RV]’s brother-in-law, purchased a foreclosure property located at [•] from RBC. The Firm represented both parties. [TA], my partner, was the responsible lawyer for the sale of [•].

16. In February 2010, [JC] sold the property with a closing date of March 15, 2010. [RV] was the realtor and the Firm represented both parties.
17. On April 21, 2010, [TKT] signed a contract to purchase [•] for \$320,000. She paid a \$10,000 deposit and purchased 4 bank drafts payable to the Firm, in the amount of \$280,000 on her TD Credit Line. These bank drafts were provided to the firm by [RV].
18. The remaining \$30,000 was to be paid by [RV] who already owed [TKT] money on a loan made in 2008. Only one of the bank drafts, for \$33,000, was applied to the purchase of the property; the other bank drafts were posted, on the direction of [RV] to unknown people at the firm, onto unrelated matters.
19. The other bank drafts were posted as follows:
 1. Draft #2 was for \$218,000 and was applied to an unrelated third party's transaction;
 2. Draft #3 was for \$20,000 and was applied to an unrelated third party's transaction;
 3. Draft #4 was for \$9,000 and was applied to the Firm's trust account and posted to the [JC] sale file.
20. Draft #4 was confirmed by the investigator via court order to be from [TKT]'s account.
21. Draft #4 was deposited into the Firm's trust account and credited to the [JC] sale file on May 17, 2010.
22. That same day, a trust cheque for \$9,000 was prepared, made payable to [RV]'s cousin, [KC]. I signed the trust cheque.
23. There was no Direction to Pay on file to authorize the payment.
24. In July 2010, a trust cheque was prepared, made payable to [AK]. The cheque was for \$1,500 allocated over 2 files. \$400 was allocated to the [JC] sale file and \$1,100 was allocated to the sale of another property owned by [JC]. This cheque was written to make an interest payment for a \$150,000.00 loan that [JC] had taken from [AK].
25. I signed the trust cheque. In PC Law, the Firm's billing software, the notation for the payment was stated as "interest payment."
26. There was no Direction to Pay on file authorizing the payment.
27. I admit that I signed cheques to disburse trust funds in contravention of the *Rules*.

CITATION #2 – ALLEGATION OF ACTING WHILE IN A CONFLICT OF INTEREST

28. On May 28, 2010, [RB] and [IB] (the “[B’s]”) agreed to purchase [•]. On June 21, 2010, the [B’s] financed the purchase price with a TD Canada Trust mortgage. Closing was to take place on June 25, 2010. [RV] was the [B’s] realtor and my associate, [BC], was the responsible lawyer. The Firm had previously acted for the [B’s] on at least 2 other transactions.
29. On October 6, 2010, a caveat was registered by First Imperial Financial Inc. (“FIFI”) for an equitable mortgage of \$61,700 on the [B’s] property. This is more than 3 months after closing had occurred.
30. FIFI is operated by my brother-in-law, [DB]. He is a Project Manager and Engineer. He was also a former legal assistant on contract with the Firm, but was not working with the firm at the time this Caveat was registered.
31. While preparing an Affidavit on an unrelated, but urgent matter, I received a telephone call from [DB] who informed me that his Company had loaned funds to the owners of [•] and that they had failed to re-pay the funds. He wanted a caveat filed on that property to protect his interest. I instructed our legal assistant, [SS], to prepare, register and sign the caveat as FIFI’s agent.
32. Neither [SS] nor I conducted a conflict search. I assumed that [SS] would have conducted a conflict search. Because I was unaware of the [B’s] prior involvement, neither of us reviewed the [B’s] purchase file. For the same reason, neither did I speak to the [B’s] or to [BC], the responsible lawyer.
33. The [B’s] were not known to me; I had not previously met or communicated with them.
34. Had I conducted a conflict search, I would have known that we represented the [B’s] on the purchase of [•] and I would be in conflict if I acted against them by registering the FIFI caveat without their approval.
35. I admit that I acted while I was in a conflict of interest.

CITATION #3 – ALLEGATION OF FAILING TO CONSCIENTIOUSLY SERVE YOUR CLIENTS

[B’s]

36. In regards to the [B’s], on October 6, 2010, as set out above, I instructed our assistant, [SS], to register a caveat for an equitable mortgage in favour of FIFI on their property, [•]. The information to file the caveat was based on a discussion I had with my brother-in-law,

[DB] that [B's] owed him money. [DB] later informed me that the funds loaned were part of an agreement between [RV] and the [B's].

37. For the reasons set out above in the previous section, I did not conduct an inquiry into the validity of the agreement, nor did I receive any record of an agreement. I did not conduct or request a conflict search, nor did I confirm an agreement with the [B's] or [BC], the responsible lawyer on the [B's] purchase file.

[TKT]

38. In regards to the [TKT] sale of [•] in March 2011, [TKT] has alleged that she required no mortgage, and therefore the proceeds from the sale of the same property paying out the mortgage was arguably improper. [BC] was the responsible lawyer for the file on [TKT]'s sale of the property.
39. I signed 4 cheques related to this transaction. There was a Direction to Pay signed by [TKT] on the file. [TV]'s name was added to the Direction to Pay allowing him to give instructions on the payment of the proceeds. [TV] is [RV]'s father.
40. I understand from the information gathered in the investigation that [TKT] admits to signing the Direction to Pay but alleges the addition of [TV]'s name was added after she signed.
41. The 4 cheques I signed were paid as follows:
1. \$15,700 was paid to [TV], [RV]'s father.
 2. \$38,298 was paid to [PK], brother of [AK].
 3. \$250,000 was transferred to a different file which was used as the majority of the purchase price to buy a property located at [•] by [•] Alberta Ltd. The property was then owned by [PK].
 4. \$5,298 was paid to [PK] for three mortgage payments as directed by [TV].
42. I did not inquire with [TKT] or with [BC] as to the validity of the Directions to Pay and the authority of [TV] to give instructions. I was not the responsible lawyer on this file.

[JC]

43. In regards to [JC], he sold [•] in February 2010 and the closing was March 15, 2010.
44. I signed 2 cheques to parties where there was no Direction to Pay on file without confirming instructions with [JC] or my partner, [TA], the responsible lawyer.
45. The 2 cheques I signed were as follows:

1. \$9,000 was paid out of trust under the [JC] file number to [KC], [RV]'s cousin.
2. \$1,500 was paid to [AK]. \$400 of this was allocated to the [JC] sale of [•] and \$1,100 was allocated to [JC]'s sale of another property.

46. I admit that I failed to conscientiously serve my clients.

ALLEGATION OF ASSISTING VIRK IN AN IMPROPER PURPOSE

47. The facts related to this citation include the above facts relating to the [B's] mortgage, namely that I failed to:

- a) take any steps to determine if there was conflict of interest;
- b) make any inquiries as to the validity of an agreement between FIFI and the [B's] before instructing [SS] to register the caveat;
- c) seek instructions from our client, the [B's], or from the responsible lawyer on the file; and
- d) review the [B's] file as to why a caveat would be necessary on a property purchased over 3 months earlier.

48. These failures are the same facts as set out above in citations 2 and 3.

49. I signed 6 cheques payable to third parties, it was later found out, were unrelated to those transactions without taking reasonable precautions to determine their validity and in circumstances when I was not the responsible lawyer on any of these transactions. This is the same set of facts as outlined above in citations 1 and 3.

50. I am now aware from the Law Society investigation that [RV] apparently controlled some transactions at the Firm and circumvented Firm procedures, effectively putting his own interests above those of our clients. [RV] used and abused our Firm's trust account to further his fraudulent scheme.

51. I do not admit to assisting [RV] in an improper purpose as I was unaware of [RV]'s scheme. Also, the same conduct is covered above.

COMPLAINT AND PRACTICE REVIEW HISTORY

52. The LSA has recorded a total of 22 complaints against me, 7 of which were classified as formal complaints. Of these 7 formal complaints,

- a. Two are the subject matter of this resignation;

- b. One was dismissed by the Executive Director;
- c. One was directed to Hearing;
- d. One was dismissed by a CCP; and
- e. Two were answered.

53. There is no Practice Review history.

ALL OF THESE FACTS ARE ADMITTED THIS 21ST DAY OF FEBRUARY, 2017.

“Amarpreet Singh”

AMARPREET SINGH

SCHEDULE "B"

IN THE MATTER OF THE *LEGAL PROFESSION ACT*

-AND-

IN THE MATTER OF A RESIGNATION APPLICATION
BY AMARPREET SINGH

A MEMBER OF THE LAW SOCIETY OF ALBERTA

UNDERTAKINGS AND AGREEMENTS

I, Amarpreet Singh, undertake and agree to the following terms and conditions of resignation:

1. I will cooperate with the Law Society of Alberta (the "LSA") in the future with respect to any claim made against me or against the Assurance Fund or Part B of the group policy.
2. I will endeavour to pay any deductible with respect to any claim paid by the LSA Insurer and to pay the LSA any claim paid from the Assurance Fund or the indemnity program fund.
3. I will endeavour to locate and surrender to the LSA my Certificate of Enrolment if found.
4. I will not be retained or employed in any capacity having to do with the practice of law or the provision of legal services.
5. I will not appear on behalf of any person before any Court, tribunal, or administrative body performing any judicial or quasi-judicial function, including any appearance pursuant to section 106(2)(1) of the *Legal Profession Act*, RSA 2000, c L-8, as am.

6. I will not engage in or perform any service or activity of a paralegal nature, including any activity or service usually provided by an articling student, law clerk, legal assistant, research assistant, or legal secretary.

7. I will not re-apply for admission to the LSA for 10 years. If I want to be relieved of the undertaking not to re-apply for admission to the LSA, I will first pay to the LSA the sum set out in the final Statement of Costs approved by the Resignation Committee before being able to file an application for relief from this undertaking, which will precede any application for re-instatement. I understand that any application to be relieved of this undertaking requires a special meeting of the Benchers, pursuant to section 20 of the *Legal Profession Act*, and that I will be required to attend in person to make submissions to the Benchers. Any application for reinstatement shall be in the usual course, pursuant to Rules 108 and 115.

Signed at the City of Calgary, in the Province of Alberta, this 21st day of February, 2017.

“Amarpreet Singh”

Witness to the Signature of
Amarpreet Singh

Amarpreet Singh