

CITATION: Lee (Re), 2023 BCSRE 48

Date: 2023-11-23

File # INC 20-41

THE BC FINANCIAL SERVICES AUTHORITY

IN THE MATTER OF THE *REAL ESTATE SERVICES ACT*

SBC 2004, c 42 as amended

AND

IN THE MATTER OF

LO-MING LEE

(125608)

CONSENT ORDER

[This Order has been redacted before publication.]

RESPONDENTS: Lo-Ming Lee, Managing Broker, [Brokerage 1], while licensed as
Managing Broker with Pacific Evergreen Realty Ltd.

DATE OF CONSENT ORDER: November 23, 2023

COUNSEL: Amandeep Sandhu, Legal Counsel for the BC Financial Services
Authority
Gareth Reeves, Legal Counsel for the BC Financial Services Authority

PROCEEDINGS:

On November 23, 2023, the Superintendent of Real Estate (the "Superintendent"), or the Superintendent's authorized delegate, of the BC Financial Services Authority ("BCFSA") accepted the Consent Order Proposal (the "Proposal") submitted by Lo-Ming Lee ("L-M Lee").

WHEREAS the Proposal, a copy of which is attached hereto, has been executed by L-M Lee.

NOW THEREFORE, having made the findings proposed in the attached Proposal, and found that L-M Lee committed professional misconduct within the meaning of sections 35(1)(a) and (d) of the *Real Estate Services Act* ("RESA") and sections 3-1(1)(a) [*Duty to be actively involved in brokerage management*], 3-1(1)(b) [*Duty to ensure the brokerage complies with the RESA and the Rules*], 3-1(1)(c) [*Duty to supervise associate brokers and representatives*], 3-1(3)(b) [*Accounts and records*], and 3-1(2) [*Knowledge of improper conduct*] of the *Real Estate Services Rules* (the "Rules"), pursuant to section 43 of the RESA the Superintendent orders that:

1. L-M Lee pay a discipline penalty to BCFSA in the amount of \$50,000 within three (3) months from the date of this Order;
2. L-M Lee, at their own expense, register for and successfully complete the Broker's Remedial Education Course, as provided by the Sauder School of Business at the University of British Columbia in the time period as directed by BCFSA;
3. L-M Lee be prohibited from being the sole managing broker of any brokerage for a period of one (1) year from the date of this Order; and
4. L-M Lee pay enforcement expenses to BCFSA in the amount \$5,000 within three (3) months from the date of this Order.

If L-M Lee fails to comply with any term of this Order, the Superintendent may suspend or cancel their licence without further notice to them, pursuant to sections 43(3) and 43(4) of the RESA.

Dated this 23rd day of November, 2023 at the City of Vancouver, British Columbia.

Superintendent of the BC Financial Services Authority

"Original signed by Jonathan Vandall"

Jonathan Vandall
Delegate of the Superintendent of Real Estate
Province of British Columbia

Attch.

File # INC 20-41

BC FINANCIAL SERVICES AUTHORITY**IN THE MATTER OF THE REAL ESTATE SERVICES ACT
SBC 2004, c 42 as amended****IN THE MATTER OF****LO-MING LEE
(125608)****CONSENT ORDER PROPOSAL BY LO-MING LEE****BACKGROUND AND FACTS**

This Consent Order Proposal (the "**Proposal**") is made by Lo-Ming Lee ("**L-M Lee**") to the Superintendent of Real Estate (the "Superintendent") of the BC Financial Services Authority ("**BCFSA**") pursuant to section 41 of the *Real Estate Services Act* ("**RESA**").

For the purposes of the Proposal, L-M Lee, and the Superintendent have agreed upon the following facts:

1. L-M Lee (125608) was first licenced as a representative in the trading category on September 27, 1996 and in the rental category on April 9, 1997. He joined [Brokerage 2] as associate broker on November 15, 2004 and became managing broker of that brokerage on October 15, 2010. He became managing broker of Pacific Evergreen Realty Ltd. (the "**Brokerage**") on March 8, 2013. He was managing broker for the Brokerage registered at the Vancouver (X030719) main office during his tenure and the Burnaby (X034311) branch from December 13, 2017 and remained so until October 13, 2021. He was managing broker for [Brokerage 2] at the Vancouver main office from October 14, 2010 to October 13, 2021 and the Burnaby branch from December 13, 2017 to August 6, 2021. He remained managing broker at those two brokerages until October 13, 2021 at which time he became managing broker of [Brokerage 3] until October 5, 2023 when he became managing broker at [Brokerage 1].
2. L-M Lee was at all relevant times licensed as a managing broker with the Brokerage.
3. At all material times, the managing brokers for the Brokerage were A Fong and L-M Lee. Although A Fong and L-M Lee had agreed to a division of duties and A Fong was responsible for reviewing all transaction documents, both A Fong and L-M Lee were responsible for supervising licensees, including licensees T Li and D Yang, and L-M Lee was responsible for overseeing all activities of the real estate business of the Brokerage. As detailed below, the sale of the property was effected by an individual presenting themselves as [Seller 1] ("[Seller 1]") through a fraudulent Power of Attorney ("**POA**") executed by a co-conspirator of [Seller 1]'s posing as the true owner. The true owner was [Owner 1]. Herein [Seller 1]'s co-conspirator will be referred to as the Fake [Owner 1]. Also involved in the transaction and working with T Li and D Yang were T Li's assistant, [Assistant 1]; the Brokerage's FINTRAC compliance officer, [Brokerage Compliance Officer 1]; a conveyancer at the Brokerage, [Conveyancer 1]; and a licensee engaged by the Brokerage, [Licencee 1].
4. On November 15, 2019:

- a. [Seller 1] called T Li to arrange a listing interview.
 - b. The Fake [Owner 1] attended before [Notary 1], a qualified notary public in British Columbia, to execute a form of power of attorney.
5. On November 16, 2019:
- a. T Li met with [Seller 1] at the Property. He advised her that he was selling the Property on behalf of the owner, who he said was in Toronto. T Li has stated that [Seller 1] introduced himself as the executive assistant to the owner who wanted to sell the Property and that he was acting under a power of attorney. [Seller 1] did not sign a listing agreement during that meeting. [Seller 1] explained that the owner had a bad experience with a tenant and just wanted to get rid of the Property. T Li showed [Seller 1] sold listings in the neighbourhood for the preceding six months and told him that the value of the property should be around \$2.1 million, but the house's poor condition would significantly negatively impact the value. [Seller 1] told T Li that the owner was willing to sell for \$1.8 million.
 - b. The Property was in superficially poor condition. It was missing all removable appliances including the fridge, washer, dryer, and dishwasher. Some copper piping had been taken from the mechanical room in the garage and a bathroom cabinet was missing legs. The backyard fence was missing a panel and the back door was broken. Photos of the premises disclose that portions of the cabinet laminated paneling were lifting below the range hoods and that there were some deficiencies in the painting in at least two of the bedrooms.
 - c. T Li returned to the Brokerage's Richmond office and told the licensees there about the deal. D Yang was present and said he might have a buyer. He briefly spoke with his client's representative, [Buyer's Representative 1], and then advised T Li that his client was interested and would send an offer. D Yang told T Li to sign a listing agreement as soon as possible.
 - d. T Li then called [Seller 1] and reported that an offer was coming to which he responded, "I guess the listing is yours."
 - e. D Yang prepared a Contract of Purchase and Sale between [Owner 1] as seller of the Property and [Buyer 1] as buyer. This first offer was for \$1,795,000 and was subject to a satisfactory viewing by the buyer. D Yang emailed this to T Li who emailed it to the email address for [Owner 1] provided by [Seller 1], [Email 1]. In that email, T Li offered to prepare a counter-offer on behalf of [Owner 1] for [Owner 1] to sign.
 - f. T Li called [Seller 1] to explain the offer to him. T Li then communicated [Seller 1]'s preference for early completion to D Yang who spoke to his client.
 - g. [Seller 1] refused to sign any listing contracts, exclusive or not, because they had already found a buyer and he was working with multiple realtors.
 - h. D Yang provided [Buyer 1] a Disclosure of Representation in Trade form that did not identify D Yang as acting in the capacity as agent for [Buyer 1].
6. On November 17, 2019:
- a. T Li made requests for identification documents from [Seller 1]. He responded that he would have everything "tomorrow".

7. On November 18, 2019:
 - a. Mr. Yang visited the Property for the first time and noted that it was, in his words, “run down”.
 - b. A POA was notarized by a [Notary 1] in Vancouver, BC giving [Seller 1] authority to act on behalf of [Owner 1]. It was executed by the Fake [Owner 1]. It identified [Owner 1] as a “student” and [Seller 1] as a “real estate manager”. It was executed in Vancouver.
 - c. An email was sent from [Email 1], which purports to attach “the POA and BCDL”. T Li has said that this was [Seller 1]’s driver’s licence and that the POA was a single page and did not include [Seller 1]’s signature as attorney.
 - d. T Li responded to request [Owner 1]’s ID and proof of citizenship status and [Seller 1]’s citizenship or permanent resident card. [Seller 1] responded through [Email 1] to decline to provide [Owner 1]’s identification, relying on the POA. He also refused to sign an exclusive listing agreement saying they were working with other potential buyers.
8. On November 19, 2019:
 - a. A title search by the Brokerage pulled on November 19, 2019 showed no registered or pending charges against the Property.
 - b. [Buyer’s Representative 1], D Yang, T Li, [Assistant 1], and [Seller 1] attended at the Property to view it around 2:00 pm. They toured the property. [Seller 1] showed T Li his driver’s licence during this tour. [Seller 1] and T Li also had a phone call with an individual in Toronto who was identified as “Jason”. Text messages from [Seller 1] to T Li identify “Jason” as a lawyer. T Li says she understood “Jason” was a realtor. [Seller 1] made a counter-offer of \$1,800,000 without subjects at this time.
 - c. During the meeting at the Property, T Li provided [Seller 1] with the following documents, all of which were backdated to November 16, 2019 and all were prepared in [Owner 1]’s name:
 - i. A “Fee Agreement Seller Pays (Buyer Represented Seller Not Represented)” agreement signed between the Brokerage as buyer’s brokerage and [Owner 1] as seller, which indicated “Tracy Li/David Yang” as designated agents for [Buyer 1] providing for a commission of 7% on the first \$100,000.00 and 3% of the balance. Tracy Li executed the document on behalf of the Brokerage. The form states that [Owner 1], as seller, acknowledges that no agency exists between [Owner 1] and the Brokerage or the designated agents;
 - ii. A “Not a Client? Know the Risks” form;
 - iii. A “Your Relationship with a Real Estate Professional” form indicating there was no agency relationship between [Owner 1] and T Li; and
 - iv. A “Privacy Notice and Consent” form.
 - d. [Seller 1] signed a counteroffer of \$1,800,000 without subjects and provided it T Li. T Li forwarded the counteroffer to D Yang who forwarded it to [Buyer’s Representative 1]. [Buyer’s Representative 1] signed the counteroffer and returned it to D Yang, who returned it to T Li, who in turn returned it to [Seller 1].
 - e. T Li asked [Seller 1] for [Owner 1]’s identification and the POA via text message.

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9. On November 20, 2019:
- a. At approximately 12:00 pm, [Buyer 1]'s inspector, [Buyer's Representative 1], D Yang, [Seller 1], and T Li attended at the Property. During this visit, [Buyer's Representative 1] noted cracks in the foundation along with fallen roof tiles. Verbal discussions occurred and an oral agreement was struck for a price of \$1,750,000 without subjects. [Seller 1] purported to call [Owner 1] to approve this offer.
 - b. At approximately 5:15 pm, the parties again met at the Property. [Buyer's Representative 1] then reduced his offer to \$1,725,000. T Li says this was because they were concerned the cold would cause a burst pipe while the Property was left vacant. D Yang says this was because of the cost to fix the furnace.
 - c. D Yang says that he spoke to [Buyer's Representative 1] about the fact that the contract would be signed through a POA and [Buyer's Representative 1] said his lawyer would deal with it.
 - d. Item 20A, restricting assignments, was removed from the written offer.
 - e. [Seller 1] was provided a "Notice to Seller Regarding Assignment" form. The form was dated November 16, 2019, but was presented and signed on November 20, 2019.
 - f. The offer was accepted for \$1,725,000 with completion and possession to occur on December 9 and 10, 2019 respectively (the "**Contract**"). [Owner 1] was listed as unrepresented and [Seller 1] signed on behalf of [Owner 1]. D Yang was listed as agent for [Buyer 1]. The Contract was subject free and sold the Property in "as is where is" condition with all items which happened to be inside.
 - g. A "Paying for Real Estate Service: What Sellers Need to Know" disclosure was prepared listing the full commission payable and dividing it between the seller's and buyer's brokerages. [Seller 1] signed this document on behalf of [Owner 1].
10. On November 21, 2019:
- a. A lawyer, [Lawyer 1] notarized [Seller 1]'s signature on the POA as required to make it effective under *Power of Attorney Act*, RSBC 1996, c 370, s 17. He did so in two different forms, one of which was provided to T Li as noted below and one in relation to the form of power of attorney witnessed by [Notary 1] on November 15, 2019.
 - b. T Li says that she, and her assistant [Assistant 1], tried to call [Owner 1] a total of three times with no answer. She noted in a text message to [Seller 1] that "It's my duty to talk with him [[Owner 1]] to verify his identification." In response, [Email 1] sent T Li copies of the fully-executed POA and a purported driver's licence of [Owner 1].
 - c. [Assistant 1] sent a draft addendum to L-M Lee regarding repayment of the deposit to [Buyer 1] if the deal failed to close. L-M Lee sent it on to [Licencee 1] for comment. [Licencee 1] was licensed with the Brokerage as a trading services representative licensee at that time.

- d. T Li prepared Individual Identification Information Records for [Seller 1] and “[Owner 1]”. These were backdated to November 16, 2019. She indicated that she identified them by their driver’s licences. The form for “[Owner 1]” states on page 3 of 4 that:

I did not meet this property owner. His executive assistant who is selling the property on behalf of him provided the photot of his driver licence and gave me his phone number [Phone Redacted]. But I wasn’t able to get a hold of him prior to do the transaction. According to [Seller 1], his assistant, the seller’s official status I still an International Student, He has been enrolled in various different courses in media and broadcasting relations over the past few years. It is his hope and dream to develop Apps & search enginges promoting the goods and services of others by preparing and plcing advertisements in an electronic magazine. His last enrolled course was Macromedia University.

[sic]

11. On November 22, 2019:

- a. [Licencee 1] emailed L-M Lee with A Fong, T Li, and [Assistant 1] in cc, asking various questions, including whether [Seller 1]’s ID was physically in hand when verifying it. After several emails between [Assistant 1] and [Licencee 1] with L-M Lee, A Fong, and T Li copied, [Licencee 1] raised additional issues on verifying [Seller 1]’s address and both [Owner 1] and [Seller 1]’s occupations. This included raising that there was no match on the POA address with “a tax report”. It appears these issues were not resolved in response but as noted above T Li viewed a physical copy of [Seller 1]’s driver’s licence during meetings at the Property.
- b. Addenda to the Contract were executed providing for the following:
- i. The completion and possession dates were changed to November 27 and November 28, 2019 respectively;
 - ii. The POA would form part of the Contract;
 - iii. The property was sold in “as is where is” condition; and
 - iv. If either party was unable to complete the Contract, the deposit would “be forfeited without written or verbal consent to the non-defaulting party.” (The original version of this was prepared by D Yang to protect his client because he says he felt the transaction, in particular his dealings with [Seller 1], were suspicious.
- c. The drafts of the above addenda were circulated via email between [Assistant 1], L-M Lee, and [Licencee 1].
- d. [Buyer’s Representative 1] and [Seller 1] signed the addenda.
- e. In addition, “Jason”, [Owner 1]’s purported lawyer or realtor in Toronto, purportedly prepared the wording of the final addenda and [Seller 1] texted the wording to T Li.

12. On November 23, 2016:

- a. [Assistant 1] provided the Contract documents to [Conveyancer 1], a conveyancer at the Brokerage.

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- b. A Trade Record Sheet was prepared listing T Li as the seller's agent and D Yang as the buyer's agent.
13. On November 26, 2019:
- a. [Conveyancer 1] sent an email to [Licencee 1] and [Brokerage Compliance Officer 1], the Brokerage's FINTRAC Compliance Officer, listing eight concerns about the transaction:
- i. T Li had never met the seller;
 - ii. T Li was randomly contacted by [Seller 1] and there was no listing agreement;
 - iii. The relationship between [Seller 1] and [Owner 1] seemed "weird";
 - iv. The seller insisted on being unrepresented;
 - v. The seller was not local;
 - vi. The seller's driver's licence appeared suspicious;
 - vii. T Li did not see the original IDs, only photos; and
 - viii. D Yang, another licensee within the same brokerage, represented the buyer.
- b. [Brokerage Compliance Officer 1] responded by email to [Conveyancer 1] stating "There is something definitely going on with this case. Everything does not seem right." [sic]
- c. [Brokerage Compliance Officer 1] then emailed [Individual 1] at FINTRAC to note that [Seller 1] had said the owner was in Toronto but the POA was signed in Vancouver and stating that the driver's licence seems "a little off for [Owner 1]."
- d. [Licencee 1] sent an email to [Conveyancer 1] and [Brokerage Compliance Officer 1] advising that the deal should not proceed with the information on hand and that he had explained this to T Li and D Yang. He states in the email: "I don't think Tracy wanted to proceed but David has been pushing hard to make it happen." He further states: "I've asked the other agent [D Yang] questions about the deal and he has not answered them and continues to try to push the deal through anyway."
- e. [Licencee 1] also sent an email to [Brokerage Compliance Officer 1] stating that he had tried to contact the seller's previous realtor and the notary, but had not been able to reach them.
14. On November 27, 2019:
- a. Transaction records were prepared for T Li and D Yang for the sale of the Property, they show T Li receiving \$35,284.59 as the listing commission including GST and D Yang receiving \$22,145.63 including GST as the selling commission. They show T Li on the listing side described as "No Agency (but Tracy Li is helping)".
- b. [Brokerage Compliance Officer 1] sent an email to [Conveyancer 1] asking her to have T Li fix certain aspects of the client identification forms for [Owner 1] and [Seller 1].
- c. At 1:41 pm, A Fong sent an email to D Yang and T Li copying L-M Lee, [Licencee 1], and A Fong advising D Yang and T Li that the transaction appeared suspicious and that A Fong and L-M Lee worried it "might be scam". A Fong also instructed D Yang and T Li to consult a

lawyer. D Yang says that he noted issues with the POA with [Buyer's Representative 1] and recommended that [Buyer's Representative 1] have it reviewed by his lawyer.

- d. Neither T Li nor D Yang sought legal advice or spoke to the legal representatives for the parties.
 - e. At 4:21 pm, [Assistant 1] sent the Contract documents to [Lawyer 1], lawyer for the seller.
15. On November 28, 2019:
- a. [Brokerage Compliance Officer 1] submitted a Suspicious Transaction Report to FINTRAC regarding the transaction.
 - b. [Brokerage Compliance Officer 1] was also advised by [Lawyer 1] that the closing had been moved to November 29, 2019. No documents were provided regarding this change; however, [Brokerage Compliance Officer 1] advised [Licencee 1], A Fong and L-M Lee of this fact via email, while concurrently advising them of her conversation with [Individual 1] at FINTRAC.
 - c. L-M Lee and [Licencee 1], copying A Fong, exchanged emails discussing the transaction and the suspicious transaction report to FINTRAC, including [Licencee 1] asking if anything further should be done in addition to FINTRAC reporting.
16. On November 29, 2019:
- a. The Contract was assigned to [Company 1] and [Company 2].
 - b. The Contract completed and the application to transfer the Property to [Company 1] and [Company 2] was registered with the Land Title Office. The Form A transfer was executed by [Seller 1] on behalf of [Owner 1] before [Lawyer 1].
17. On December 6, 2019:
- a. T Li was paid \$35,048.35 by electronic funds transfer, being her commission on the sale of the Property less the Brokerage's deal fee of \$225.00 and plus GST.
 - b. D Yang was paid \$23,016.65 by electronic funds transfer, being his commission on the sale of the Property less the Brokerage's deal fee of \$225.00 and plus GST.
18. On April 2, 2020:
- a. [Owner 1] filed a Notice of Civil Claim suing [Seller 1], two John Does, [Notary 1], T Li, D Yang, the Brokerage, [Lawyer 1] and his Law Corporation, [Company 1], [Company 2], and the directors of those companies for their involvement in the fraud. The civil claim by [Owner 1] against the realtors, lawyers, notary, and initial purchaser has been settled. L-M Lee was not named in that proceeding.
19. BCFSA received the complaint on April 3, 2020 from [Lawyer 2], General Counsel and Practice Advisor to the Society of Notaries Public of BC enclosing the above noted Notice of Civil Claim.
20. A Notice of Discipline Hearing was issued on March 16, 2022 and served on L-M Lee.

PROPOSED FINDINGS OF MISCONDUCT

For the sole purposes of the Proposal and based on the Facts outlined herein, L-M Lee proposes the following findings of misconduct be made by the Superintendent:

1. L-M Lee committed professional misconduct within the meaning of section 35(1)(a) and (d) of the RESA in that, while licensed as a managing broker in relation to Pacific Evergreen Realty Ltd in the trading and rental property management categories, he:
 - a. In or about November 2019, failed to provide adequate supervision to Tracy Xiaomei Li to ensure that she disclose in writing and in the form approved by the RECBC at the time whether or not she would represent [Seller 1]; [Owner 1], or an individual purporting to be [Owner 1]; or both of them as clients as required by the Rules, section 5-10 [*Disclosure of representation in trading services*], contrary to the Rules, section 3-1(3)(b) [*Accounts and records*];
 - b. In or about November 2019, failed to provide adequate supervision to David Chian Wei Yang to ensure that he disclose in writing and in the form approved by the RECBC at the time whether or not he would represent [Buyer 1] as a client as required by the Rules, section 5-10 [*Disclosure of representation in trading services*], contrary to the Rules, section 3-1(3)(b) [*Accounts and records*];
 - c. In or about November 2019, failed to provide adequate supervision of Tracy Xiaomei Li to ensure that she would not continue to provide trading services to an individual acting under a power of attorney until she had taken sufficient steps to confirm the validity of a power of attorney used to transact the sale by the seller and the authority of the individual to transact before continuing to provide trading services;
 - d. In or about November 2019, failed to provide adequate supervision of David Chian Wei Yang to ensure that he would not continue to provide trading services in respect of the purchase of the Property until he had taken sufficient steps to confirm the validity of a power of attorney used to transact the sale by the seller and the authority of the individual acting under a power of attorney to transact before continuing to provide trading services;
 - e. Between on or about November 21, 2019 to November 29, 2019, failed to take reasonable steps to deal with any or all of Tracy Xiaomei Li's conduct which he knew may constitute professional misconduct, improper conduct, or negligent conduct on the part of Tracy Xiaomei Li contrary to the Rules, section 3-1(2) [*Knowledge of improper conduct*], including the following:
 - i. Her providing trading services to [Seller 1] when she knew or reasonably ought to have known he was not duly authorized to deal with the property; and
 - ii. Her failure to take reasonable steps to confirm [Seller 1] was duly authorized to deal with the Property and to alert other persons acting in relation to the sale of the Property in light of the suspicious circumstances surrounding the sale of the Property; and
 - f. Between on or about November 21, 2019 to November 29, 2019, failed to take reasonable steps to deal with any or all of David Chian Wei Yang's conduct which he knew may constitute professional misconduct, improper conduct, or negligent conduct on the part of David Chian Wei Yang contrary to the Rules, section 3-1(2) [*Knowledge of improper conduct*], including but not limited to;
 - i. His failure to properly disclose to [Buyer 1], separately from any service agreement or other agreement under which real estate services are provided, separately from any

agreement giving effect to a trade in real estate, and in the form approved by RECBC, whether or not he would represent [Buyer 1] as a client in regard to the purchase of the Property; and

- ii. His failure to take reasonable steps to confirm [Seller 1] was duly authorized to deal with the Property and to alert other persons acting in relation to the sale of the Property in light of the suspicious circumstances surrounding the sale of the Property.

each and all contrary to the Rules, sections 3-1(1)(a) [*Duty to be actively involved in brokerage management*], 3-1(1)(b) [*Duty to ensure the brokerage complies with the RESA and the Rules*], and 3-1(1)(c) [*Duty to supervise associate brokers and representatives*].

PROPOSED ORDERS

Based on the facts herein and the Proposed Findings of Misconduct, L-M Lee proposes that the Notice of Discipline Hearing in this matter be resolved through the following Orders being made by the Superintendent, pursuant to section 43 of the RESA:

1. L-M Lee be liable to pay a discipline penalty to BCFSA in the amount of \$50,000 for his contraventions of sections 35(1)(a) and (d) of the RESA and Rules, sections 3-1(1)(a) [*Duty to be actively involved in brokerage management*], 3-1(1)(b) [*Duty to ensure the brokerage complies with the RESA and the Rules*], and 3-1(1)(c) [*Duty to supervise associate brokers and representatives*], 3-1(3)(b) [*Accounts and records*], and 3-1(2) [*Knowledge of improper conduct*] payable within three (3) months of the date of the Consent Order.
2. L-M Lee, at his own expense, register for and successfully complete the Broker's Remedial Education Course as provided by the Sauder School of Business at the University of British Columbia in the time period as directed by BCFSA.
3. L-M Lee is prohibited from being the sole managing broker of any brokerage for a period of one (1) year from the date of this Order.
4. L-M Lee pay enforcement expenses to BCFSA in the amount of \$5,000 payable within three (3) months of the date of the Consent Order.
5. If L-M Lee fails to comply with any of the terms of this Order, the Superintendent may suspend or cancel L-M Lee's licence without further notice to them.

ACKNOWLEDGEMENTS AND WAIVER OF APPEAL RIGHT

1. L-M Lee acknowledges and understands that the Superintendent may accept or reject the Proposal. If the Proposal is rejected by the Superintendent, the matter may be referred to a disciplinary hearing.
2. L-M Lee acknowledges that they have been urged and given the opportunity to seek and obtain independent legal advice with respect to the disciplinary process, the allegations contained in the Notice of Discipline Hearing, and the execution and submission of the Proposal to the Superintendent; and, that they have obtained independent legal advice or has chosen not to do so, and that they are making the Proposal with full knowledge of the contents and the consequences if the Proposal is accepted.

3. L-M Lee acknowledges and is aware that BCFSA will publish the Proposal and the Consent Order or summaries thereof on BCFSA's website, on CanLII, a website for legal research and in such other places and by such other means as BCFSA in its sole discretion deems appropriate.
4. L-M Lee hereby waives their right to appeal pursuant to section 54 of the RESA.
5. If the Proposal is accepted and/or relied upon by the Superintendent, L-M Lee will not make any public statement(s) inconsistent with the Proposal and its contents. Nothing in this section is intended to restrict L-M Lee from making full answer and defence to any civil or criminal proceeding(s).
6. The Proposal and its contents are made by L-M Lee for the sole purpose of resolving the Notice of Discipline Hearing in this matter and do not constitute an admission of civil liability. Pursuant to section 41(5) of the RESA, the Proposal and its contents may not be used without the consent of L-M Lee in any civil proceeding with respect to the matter.

"Original signed by Lo Ming Lee"

LO-MING LEE

Dated ____ day of 11/22/2023, 202__