

LAW SOCIETY OF ALBERTA
IN THE MATTER OF THE *LEGAL PROFESSION ACT*;
AND
IN THE MATTER OF A HEARING REGARDING
THE CONDUCT OF JOHN FLETCHER,
A MEMBER OF THE LAW SOCIETY OF ALBERTA

Hearing Committee:

Nancy Dilts, QC - Chair
Sandra Mah - Committee Member
Georgette Habib - Committee Member

Appearances:

Counsel for the Law Society – Nancy Bains
Counsel for John Fletcher – Alan Maitland, QC

Hearing Date:

April 12, 2017

Hearing Location:

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

HEARING COMMITTEE REPORT

Jurisdiction, Preliminary Matters and Exhibits

1. On April 12, 2017, a Hearing Committee (Committee) convened at the office of the Law Society of Alberta (LSA) to conduct a hearing regarding five citations against John Fletcher, a member of the LSA. Counsel for Mr. Fletcher and counsel for the LSA were asked whether there were any objections to the constitution of the Committee. There being no objections, the hearing proceeded.

2. The jurisdiction of the Committee was established by Exhibits 1 through 4, consisting of the letters of appointment of the Committee, the Notice to Solicitor pursuant to section 59 of the *Legal Profession Act*, the Notice to Attend to the Member and the Certificate of Status of the Member with the Law Society of Alberta.
3. The Certificate of Exercise of Discretion pursuant to Rule 96(2)(b) of the *Rules of the Law Society of Alberta* (“Rules”) pursuant to which the Deputy Executive Director and Director, Regulation of the LSA, determined that there were no persons other than Mr. Fletcher to be served with a private hearing application, was entered as Exhibit 5. Counsel for the LSA advised that the LSA did not receive a request for a private hearing. Accordingly, the Chair directed that the hearing be held in public.
4. At the outset of the hearing, Exhibits 1 through 11, 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. Further, Exhibit 12 being the Member’s Record and Exhibit 13, an estimated Statement of Costs, were added to the Exhibit Book as the hearing proceeded.

Citations

5. Mr. Fletcher originally faced the following Citations:
 1. it is alleged that John Fletcher engaged in conduct that enabled a client or party to achieve an improper purpose and that such conduct is deserving of sanction.
 2. it is alleged that John Fletcher failed to act to the standard of a careful and prudent lawyer and that such conduct is deserving of sanction.
 3. it is alleged that John Fletcher failed to conscientiously serve his clients, the purchasers, and that such conduct is deserving of sanction.
 4. it is alleged that John Fletcher failed to conscientiously serve his clients, the mortgage lenders, and that such conduct is deserving of sanction.
 5. it is alleged that John Fletcher acted in a conflict or potential conflict of interest without obtaining his clients’ consent or in circumstances where it was not in the best interests of his clients, and that such conduct is deserving of sanction.
6. At the outset of the hearing, counsel for the LSA advised that no evidence would be called with respect to citation 5; the Committee dismissed citation 5. In addition, the Committee was advised that counsel for the LSA and counsel for Mr. Fletcher together proposed that citation 1 be amended to read:
 1. it is alleged that John Fletcher unknowingly engaged in conduct that enabled a client or party to achieve an improper purpose and that such conduct is deserving of sanction. (emphasis added)

The Committee accepted the joint proposal and amended the citation such that at the hearing, Mr. Fletcher faced the following four citations:

1. it is alleged that John Fletcher unknowingly engaged in conduct that enabled a client or party to achieve an improper purpose and that such conduct is deserving of sanction.
2. it is alleged that John Fletcher failed to act to the standard of a careful and prudent lawyer and that such conduct is deserving of sanction.
3. it is alleged that John Fletcher failed to conscientiously serve his clients, the purchasers, and the such conduct is deserving of sanction.
4. it is alleged that John Fletcher failed to conscientiously serve his clients, the mortgage lenders, and that such conduct is deserving of sanction.

Agreed Statement of Facts

7. Mr. Fletcher filed a 34 paragraph Statement of Admitted Facts and Admission of Guilt in which he admitted the facts surrounding the impugned transactions and admitted guilt to citations 2, 3 and 4 and guilt to the amended citation 1. The Committee considered the Statement of Admitted Facts and Admission of Guilt in the context of section 60 of the *Legal Profession Act* and concluded that it was in a form acceptable to it. Having accepted the Statement of Admitted Facts and Admission of Guilt, pursuant to section 60 of the *Legal Profession Act*, the admissions of guilt are deemed to be findings of this Committee that the conduct in question is deserving of sanction.
8. The Statement of Admitted Facts and Admission of Guilt is appended to this decision as Appendix 1.

The Evidence

9. Mr. Fletcher is a longstanding member of the LSA having been an active practicing member since June 1979. Mr. Fletcher articulated and practiced with a reputable law firm in Calgary until 1984 when he accepted a role as general counsel and corporate secretary with an oil and gas company. He remained with that company until 2000 when it was acquired by another entity and his role came to an end.
10. In 2002, Mr. Fletcher opened his own office in south Calgary and through hard work and good service, developed a successful and thriving practice. Since opening his south Calgary office, Mr. Fletcher has done and continues to do a significant number of real estate files each year.

11. In 2007, Mr. Fletcher attempted to replicate his successful practice by opening a second office in north Calgary; however, by his own words, that office was not successful and Mr. Fletcher found himself over extended and facing the burden of being responsible for the management and overhead for two offices. Mr. Fletcher closed his north Calgary office at the end of the lease for the premises in 2012.
12. In 2014, the LSA became aware of a criminal investigation into a mortgage fraud scheme perpetrated by a Calgary-based organized crime group in the 2008-2009 time frame. Having learned of the mortgage fraud scheme, the LSA obtained a list of the properties involved and conducted land titles searches to identify the law firms that handled the conveyancing. Through that investigation, the LSA identified 24 properties where Mr. Fletcher acted on the transactions. The LSA selected 10 of those properties as a random sample of Mr. Fletcher's involvement and conducted an investigation into Mr. Fletcher's handling of those transactions.
13. It is worthy of note that none of the citations before the Committee arose out of complaints brought by Mr. Fletcher's clients, members of the public or members of the profession. It is also important to note that there are no allegations that Mr. Fletcher was in any way complicit in the alleged mortgage fraud.
14. In some of the transactions sampled, the transactions were brought to Mr. Fletcher through a woman he met through his north Calgary office. The woman, JB, represented to Mr. Fletcher that she was a lawyer in British Columbia and was seeking Mr. Fletcher's involvement on the files as she was not licensed to practice in Alberta and did not have a trust account through which to flow funds. She operated a business out of the same office building as Mr. Fletcher's law office. Mr. Fletcher took JB on her word. JB also introduced Mr. Fletcher to RK, one of the alleged fraudsters, a principal of a business operating as RME.
15. The 10 files investigated revealed that there were two kinds of transactions undertaken: flip transactions and straight purchases. In each of the flip transactions, the original purchaser agreed to acquire the property for the purchase price; however, the original purchaser was never registered on title. Instead the property was immediately sold to a second purchaser for a higher price. Mr. Fletcher acted for the second purchaser and the mortgage company. Mr. Fletcher did not advise the mortgage company that the properties were immediately sold in a skip transfer for a price higher than the original purchase price. The excess funds were paid by Mr. Fletcher to RME.
16. In the straight purchases, mortgage funds were advanced from which Mr. Fletcher paid the vendors a lesser amount than what appeared as the required cash to close the transaction based on the statement of adjustments. The remaining funds were directed to RME without Mr. Fletcher making any inquiry as to why.

17. In each of the impugned transactions, Mr. Fletcher collected only a modest fee for his services.
18. There were many errors committed by Mr. Fletcher during the course of conducting the impugned transactions. What becomes very apparent is that Mr. Fletcher failed to exercise the level of care and diligence of a prudent lawyer. He failed to inquire into the various parties involved in the transaction, including businesses created by the fraudsters. He delivered partial reporting letters to people who were his clients but full reporting letters to businesses that were not. He made assumptions as to the involvement of people in the various transactions but did not validate those assumptions. In some instances, he did not personally advise the purchasers on the transactions and did not advise the mortgage companies of the increase in value of the properties. His files did not accurately record transactions that were completed and in some instances his files were incomplete.
19. Unlike many mortgage fraud transactions, however, in each of the files, the ultimate purchasers of the properties were valid purchasers; mortgages appear to have been paid; there were no foreclosures and no lender lost any money. That notwithstanding, the lenders advanced mortgage funds based on inflated purchase prices and tens of thousands of dollars per transaction were paid to individuals who had no right to receive those funds.
20. It was conceded by Mr. Fletcher at the hearing that his work on the impugned transactions was sloppy and careless. There were many concerns identified regarding Mr. Fletcher's conduct in handling the impugned transactions, all of which he admitted and which caused him embarrassment, including his failure to meet with the purchasers, his failure to provide prudent, complete and careful advice to his clients, his lack of attention to anomalies in the transactions that resulted in the direction of funds to persons who were not entitled to it.
21. Mr. Fletcher was shocked and surprised to be the subject of a LSA investigation into mortgage fraud. His counsel characterized him as a dupe in the mortgage fraud scheme who simply and without care and attention pushed documents through without exercising the diligence expected of a reasonable and prudent lawyer.

Decision Regarding Citations

22. Consistent with most mortgage fraud schemes, the market conditions underlying the real estate transactions in question were strong, masking the artificial inflation of property prices over a short period of time. Those very conditions, however, required Mr. Fletcher to practice with diligence keeping in mind his duty to his clients, including the lender.

23. The Committee accepts and acknowledges that Mr. Fletcher in no way intentionally participated in a mortgage fraud scheme, an important conclusion from the perspective of evaluating Mr. Fletcher's integrity to practice.
24. The Committee finds that the citations have been proven and that Mr. Fletcher is guilty of conduct deserving of sanction.

Decision Regarding Sanction

25. Exhibit 12, being Mr. Fletcher's record, was introduced in evidence. It indicates that Mr. Fletcher has no discipline records with the LSA.
26. Mr. Fletcher cooperated fully with the LSA in its investigation and in making the admissions made in this hearing. In addition, Mr. Fletcher was referred to and engaged with the LSA's Practice Review department. In that, he was receptive and cooperative.
27. Mr. Fletcher and the LSA agreed to the following joint submission on sanction:
 1. Mr. Fletcher should be suspended from practice for 30 days commencing September 1, 2017;
 2. Mr. Fletcher will pay costs of the hearing in the amount of \$12,083.17 within 6 months of his reinstatement following his suspension.
28. As has been noted by other Committees, joint submissions on sanction should not be lightly disregarded by a Committee and should be accepted unless unfit, unreasonable, contrary to the public interest, or if there are good and cogent reasons for rejection. The Supreme Court of Canada in *R v. Anthony-Cook*, 2016 SCC 43 (CanLII) has established that the public interest test is the appropriate test when determining whether to deviate from a joint submission on sentencing. That test requires the tribunal to consider whether the joint proposal regarding sentencing would bring the administration of justice into disrepute or would otherwise be contrary to the public interest.
29. Counsel for the LSA and counsel for Mr. Fletcher submitted that the joint submission on sanction is reasonable. The position of the LSA is that the sanctioning principles of its disciplinary process have been appropriately met.
30. As noted, Mr. Fletcher has eliminated his second office and continues to work out of his south Calgary office, now with an office share arrangement with another practitioner. Prior to these matters, Mr. Fletcher had an unblemished record with the LSA, and faces no other citations. Mr. Fletcher was referred to Practice Review in which he cooperated fully and incorporated recommendations into his practice. He has admitted to his conduct and it is evident to this Committee that he truly understands and has confronted his failings in

practice. This Committee is of the view that there is very low risk that Mr. Fletcher will conduct himself with a lack of diligence in the future.

31. In these circumstances, the Committee is satisfied that the joint submission on sanction is appropriate, fit, reasonable and in the public interest. There are no cogent or good reasons for rejecting the joint submission.
32. Accordingly, it is the decision of this Committee that:
 1. Mr. Fletcher is suspended from practice for a period of 30 days commencing September 1, 2017; and
 2. Mr. Fletcher shall pay the costs of the hearing in the amount of \$12,083.17 within 6 months of his reinstatement following his suspension.
33. There shall be no Notice to the Attorney General.
34. As the penalty is suspension, notice to the profession is required.
35. The Exhibits and proceedings will be available for public inspection, which includes copies of Exhibits for a reasonable copy fee. The Exhibits and transcripts shall be redacted to exclude privileged and confidential information and any information that identifies any third parties in this matter.

Dated at the City of Calgary in the Province of Alberta, this 7th day of June, 2017 by:

Nancy Dilts, QC - Chair

Sandra Mah

Georgette Habib

APPENDIX 1

**IN THE MATTER OF THE LEGAL PROFESSION ACT
AND
IN THE MATTER OF A HEARING REGARDING THE CONDUCT OF
JOHN FLETCHER,
A MEMBER OF THE LAW SOCIETY OF ALBERTA**

STATEMENT OF ADMITTED FACTS AND ADMISSION OF GUILT

INTRODUCTION

1. I was admitted as a member of the Law Society of Alberta in June 1979.
2. My present status with the Law Society of Alberta is Active/Practicing.
3. I have practiced in Calgary, Alberta from 1979 to present. I am currently in an office sharing arrangement with [KW] and we practice under the name of "Glenbow Law". [KW] is registered with the Law Society of Alberta as a "Responsible Person" on my trust account.
4. My practice currently comprises: Real Estate Conveyancing (58%), Estate Planning & Administration (29%), Corporate (6%) and Civil Litigation (5%).

CITATIONS

5. On May 25, 2016, the Conduct Committee Panel referred the following citations to hearing:
 1. It is alleged that John Fletcher engaged in conduct that enabled a client or party to achieve an improper purpose and that such conduct is deserving of sanction;
 2. It is alleged that John Fletcher failed to act to the standard of a careful and prudent lawyer and that such conduct is deserving of sanction;
 3. It is alleged that John Fletcher failed to conscientiously serve his clients, the purchasers, and that such conduct is deserving of sanction;
 4. It is alleged that John Fletcher failed to conscientiously serve his clients, the mortgage lenders, and that such conduct is deserving of sanction; and
 5. It is alleged that John Fletcher acted in a conflict or potential conflict of interest without obtaining his clients' consent or in circumstances where it was not in the best interests of his clients, and that such conduct is deserving of sanction.

FACTS

6. On December 18, 2014, the Law Society became aware of an alleged mortgage fraud scheme as a result of newspaper articles covering a criminal investigation. The articles indicated that the scheme was perpetrated by a Calgary-based organized crime group and that charges were laid against four individuals.
7. As a result of the articles, the Law Society obtained a list of 89 properties from the Crown and conducted land titles searches to identify law firms that handled the conveyancing. Twenty four (24) properties were identified where I acted on the transactions in 2008 and 2009. An investigation into those files was directed and my work on some of those files, in the opinion of the Law Society, indicated conduct deserving of sanction on my part.
8. In and around 2008 I met [JB]. She advised me that she was a lawyer from British Columbia, was awaiting admission to the Law Society of Alberta, and asked for my help to close deals because she did not have a trust account. JB was running a business called [CSLS] with two paralegals in an office above mine. CSLS prepared the documents on real estate transactions and had the purchasers sign them. The files were then provided to me to register the transfer and requisition mortgage funds. I acknowledge that I was paid \$500 per transaction.
9. I believed JB to be a lawyer but did not check whether or not she was a lawyer. I was advised that she was not a lawyer by another lawyer sometime in 2010 but I did not know if this was true or not.
10. The person behind JB was [RK], one of the persons charged as a result of the criminal investigation referenced in the articles. It appears that RK controlled a company called ["RME"].
11. I acknowledge the characterization, as the investigation revealed, that the real estate transactions investigated fell into two different categories, 2008 "flips" and 2009 'straight' purchases.
12. At the outset, I submit that in all but one of these transactions in question, the title is still in the name of the end purchaser or original purchaser. No foreclosure actions or defaults have occurred to my knowledge. At the time, I believed that they were all legitimate real estate transactions with real purchasers, not "straw buyers". To the best of my knowledge, there were no losses to any party. All of the original mortgages, except for one, are still on the properties and no financial institutions have been harmed, and no buyer or financial institution has complained to the Law Society of Alberta about my services.
13. I acknowledge that the 2008 "flips" can be characterized as follows:
 - a) There would be a sale to an intervening purchaser, [RME], who then flipped the property by a skip transfer at an increased price to a purchaser.
 - b) Except for one transaction, the purchase contracts between the builders and [RME] were on the file. The contracts were prepared by [RME] and provided to me by JB. CSLS had all of the transfer documentation signed by the purchasers and gave them

to me. On one occasion I met with the purchaser to sign a new set of documents because the terms of the mortgage had changed.

- c) I admit that I did not question purchasers about unusual aspects of the transactions, such as on one occasion, when Powers of Attorney were used. I submit that, at the time I did not think that there was anything unusual about the transactions as I thought that all of the buyers were in some sort of investment club that was organized or run by [RME]. I believed that they were buying at volume or discount prices and selling to ultimate purchasers at fair market value. I thought they were making a profit which was to be administered by [RME] and shared by the investors.
 - d) No purchase contract was located on my file for one of my files (i.e. the purchase by [RME]).
 - e) All transactions were 100% financed by high ratio mortgages.
 - f) The only funds I received in my trust account were mortgage proceeds.
 - g) Excess mortgage proceeds were paid to [RME]. Each purchaser signed a Direction to Pay which directed all net proceeds be paid to [RME]. The purchasers knew all of the details of the transaction.
 - h) [RME] did not pay my legal fees. I was paid by JB of CSLS or by the client by the Direction to Pay.
 - i) Full reporting letters were sent to [RME] care of CSLS. Only partial reporting letters were sent to the purchaser.
 - j) There were no realtors involved.
 - k) I now recognize the suspicious aspects of these transactions but did not at the time and I did not advise the mortgage lenders of the flip transactions. I believed that all of the financial institutions knew about these transactions and had completed their due diligence, which I depended upon. I recognize now that I should have contacted them and found out what they knew or fully informed them. The failure to inform the lenders was an error on my part and I now have full communication with all the lenders I deal with.
14. In early 2009 one of the mortgage lenders, [FL], started to raise questions about the “flip” transactions. I received letters on February 11, 2009 asking for copies of documents as part of a file review. I sent the documents to [FL] on February 20, 2009 and reported that the transactions were skip transfers, that I only received the mortgage proceeds, and that I paid the excess mortgage proceeds to [RME].
15. I further acknowledge that in late 2009, [FL] communicated to me that I should have reported the suspicious aspects of the “flip” transactions to them and I was removed from [FL]’s list of approved lawyers.
16. I acknowledge that the 2009 “straight” purchases can be characterized as follows:
- a) Properties were purchased at increased values.

- b) All transactions were 100% financed by high ratio mortgages.
 - c) I did not question purchasers about unusual aspects of the transactions for the same reasons as mentioned before.
 - d) JB and CSLS were not involved, but [RME] continued to be even though it was not a party to the transaction. I acknowledge that I had heard that JB had gotten beaten up and then disappeared. I admit that this did not raise a red flag for me.
 - e) The only funds I received in my trust account were mortgage proceeds. In one case the purchaser did provide \$5,300 as a deposit.
 - f) On each deal, the majority of the cash was paid to the vendor, and excess proceeds were paid to [RME].
 - g) My legal fees were paid from the mortgage proceeds, by the client's Direction to Pay and the invoice was sent to [RME] except for one case where the invoice could not be located.
 - h) Following our past procedures, we sent full reporting letters were sent to [RME]. Only partial reporting letters were sent to the purchaser.
 - i) There were no realtors involved.
 - j) I acknowledge that I again did not advise the mortgage lenders of the suspicious aspects of these transactions as I had been informed and believed that the mortgage lenders were fully informed of the details of the transactions. This was an error on my part.
17. I acknowledge that based on what JB and RK told me, I thought that [RME] was an investment club that the purchasers were involved in. I thought that [RME] and the purchasers had some sort of 'side deal' where they would share in the excess mortgage proceeds. I further acknowledge that I did not advise the mortgage lenders of this 'side deal.' I naively thought 'everybody was in the know' and I admit that I took no steps to actually confirm that they were.
18. I never benefited financially from these transactions, other than my legal fees. I do acknowledge that although the \$500 fee was low, I saw it as a way to earn an income and the volume of transactions helped pay my overhead. I had two offices at the time and I have reduced this to my current practice in office sharing with [KW]. I believe that with two offices I was overextended and this contributed to my committing these errors.
19. I acknowledge that the following aspects of the transactions call into question the service I provided to my purchaser clients:
- a) For several of the transactions, neither I nor any member of my office met with the purchasers. At times, outside persons or legal assistants met with the clients. Most of the purchasers resided in camps in Fort McMurray and were difficult to reach either in person or by phone.

- b) When my assistants or I did meet with purchasers, I did not provide them with sufficient legal advice or ask them about unusual aspects of the transactions. I did not recognize the circumstances as unusual at that time, but I now realize that they were.
 - c) On two transactions I believed providing legal advice to a Mr. [B] or his wife, and asking them to pass his advice along to the purchaser was sufficient.
 - d) It was and is my practice to have all purchasers sign a notice of liability in regard to high ratio mortgages. This was done in these transactions but in some cases I did not personally discuss with the purchasers.
 - e) I did not alert the purchasers to the risks of participating in value-added real estate schemes.
 - f) I only provided partial reporting letters to the purchasers, sending the full reporting letters to [RME].
20. I submit that none of the purchasers have complained against me and I believe that none of them suffered any losses. However, I do recognize the errors that I have committed and I have taken steps to ensure that they are not repeated.
21. Further, with regard to the mortgage lenders, I acknowledge that I did not question or report the suspicious aspect of the transactions, or the 'side deal' between [RME] and the purchasers, even after one of the mortgage lenders started raising questions about the transactions. As stated earlier, I did respond to [FL]'s questions in February 2009 but I admit that I did not alert the other mortgage lenders.
22. I submit that I thought the mortgage lenders were sophisticated and had done their due diligence, but I admit that I did not actually confirm this with them. I admit that I relied upon JB's assurances that the transactions were legitimate.
23. I submit that none of the mortgage lenders have complained against me and I believe that none of them suffered any losses.
24. While I submit that the mortgage instructions I received did not specifically advise me to report the suspicious aspects of these transactions, I do acknowledge that at least First National and MCAP instructed me to take all steps which should be taken by a careful and prudent solicitor practicing real estate law and identify mortgage fraud red flags.
25. While I never thought I was representing [RME], I acknowledge that it could be perceived that I did by the following aspects of the transactions:
- a) I paid the excess mortgage proceeds to [RME] in accordance with the direction to pay that the purchasers had signed.
 - b) [RME] did not pay my legal fees. They were paid from net mortgage funds in accordance with the direction to pay signed by the purchasers.
 - c) I sent full reporting letters to [RME] and only partial reporting letters were sent to the purchasers.

- d) My reporting letter thanked [RME] for retaining my firm to act on its behalf.
 - e) There was a general file at my firm for [RME]/RK.
26. I did have purchasers sign a conflict letter acknowledging that they consented to me acting for the purchaser and the lender but I did not advise them of any participation of [RME] as their direction to pay indicated [RME]'s involvement.
27. Concurrent with the citations being directed, I was also referred to Practice Review by the Conduct Committee Panel. I have instituted numerous changes to my office procedures and methods of practice which I believe will ensure my errors are not repeated. I have been informed that the Practice Review was successful and that Practice Review has reported that the changes I have made have been positive and will protect the public from any other like practices. Prior to the herein matter, I have never had any disciplinary sanctions imposed upon me by the Law Society of Alberta.

ADMISSIONS OF FACT AND GUILT

28. I admit as facts the statements in this Statement of Admitted Facts and Admission of Guilt for the purposes of these proceedings.
29. I admit that I *unknowingly* engaged in conduct that enabled a client or party to achieve an improper purpose and that such conduct is deserving of sanction.
30. I admit that is alleged that I failed to act to the standard of a careful and prudent lawyer and that such conduct is deserving of sanction.
31. I admit that I failed to conscientiously serve my clients, the purchasers, and that such conduct is deserving of sanction.
32. I admit that I failed to conscientiously serve my clients, the mortgage lenders, and that such conduct is deserving of sanction.
33. I acknowledge that I have had the opportunity to consult legal counsel and provide this Statement of Admitted Facts and Admission of Guilt on a voluntary basis.
34. For the purposes of Section 60 of the *Legal Profession Act*, I admit my guilt to Citations 2, 3, 4 and to the amended Citation 1, directed on March 2, 2016.

THIS AGREED STATEMENT OF FACTS AND ADMISSION OF GUILT IS MADE THIS 5th DAY OF APRIL, 2017.

“John Fletcher”

JOHN FLETCHER

[wording of solemn declaration and jurat from original omitted]