

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

AND

**IN THE MATTER OF A HEARING REGARDING
THE CONDUCT OF RICHARD DUDELZAK
A MEMBER OF THE LAW SOCIETY OF ALBERTA**

Single Bencher Hearing Committee

Cal Johnson, QC – Chair

Appearances

Karl Seidenz – Counsel for the Law Society of Alberta (LSA)

Richard Dudelzak – Self-represented

Hearing Date

December 14, 2018

Hearing Location

LSA office, at 500, 919 - 11 Avenue SW, Calgary, Alberta

HEARING COMMITTEE REPORT

Overview

1. On December 14, 2018, a Single Bencher Hearing Committee (Committee) convened at the office of the LSA to conduct a hearing on the appropriate sanction for the conduct of Richard Dudelzak.
2. Mr. Dudelzak had admitted guilt to a citation in relation to his carelessness in reviewing a Trust Agreement resulting in an inadvertent misstatement of its contents to a Judge. Additional detail in relation to his conduct is set out in a Statement of Admitted Facts and Admission of Guilt, dated August 9, 2018, and entered into by the LSA with Mr. Dudelzak (Agreed Statement). The Agreed Statement is appended to this Report as 'Schedule A.'
3. On September 17, 2018, a panel of the Conduct Committee of the LSA found the Agreed Statement acceptable. Accordingly, this hearing proceeded before a single Bencher pursuant to Section 60(3) of the *Legal Profession Act* (the *Act*).
4. Pursuant to subsection 60(4) of the *Act*, it is deemed to be a finding of the Committee that the Member's conduct is deserving of sanction in relation to the following citation:

"That Richard W. Dudelzak was careless in his review of a Trust Agreement resulting in him making misstatements to the Court as to the contents of that agreement and that such conduct is deserving of sanction."

Preliminary Matters

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

Agreed Statement /Background

6. Pursuant to subsection 60(4) of the *Act*, an admission of guilt in the Agreed Statement is deemed to be a finding by this Committee that Mr. Dudelzak's conduct is deserving of sanction under section 49 of the *Act*.
7. The sole question for determination by this Committee is as to the appropriate sanction for the admitted conduct.

Submissions on Sanction

8. Counsel for the LSA and Mr. Dudelzak jointly sought a reprimand, and hearing costs in the agreed amount of \$3,000.00.
9. Counsel for the LSA noted, as mitigating factors to this very concerning conduct: (i) the Agreed Statement and the avoidance of costs, time and inconvenience which would have been associated with a contested hearing, (ii) the prior apology rendered directly to the court by Mr. Dudelzak, (iii) the public shaming visited upon Mr. Dudelzak by the negative comments of the Court in respect of his conduct and the extraordinary step of awarding solicitor/client costs against him and his client on a 50/50 basis, in respect of which Mr. Dudelzak had already made payment, and (iv) the cooperation of Mr. Dudelzak in arriving at this negotiated form of the citation to which he has pled guilty.
10. As aggravating factors Counsel for the LSA noted that Mr. Dudelzak had been the recipient of a Mandatory Conduct Advisory in respect of other unintentional misrepresentations to the Court as a result of not informing the Court that a case cited had been appealed.
11. Counsel for the LSA also referenced sanctions assessed in a previous LSA hearing in *LSA v. George Roszler*, 2017 ABLS 5, as a prior decision in a sanction hearing dealing with comparable facts and citations.
12. Mr. Dudelzak was offered the opportunity to provide submissions and indicated that he was supportive of the LSA submissions on sanction. He explained that he had relied on

his client's affidavit and that he had not fully read the Trust Agreement to the end to find out that his client was a party thereto.

13. The Committee was troubled by a number of aspects of the conduct in terms of implications for sanction and asked Counsel for the LSA and Mr. Dudelzak to respond to those questions. Those concerns related to the seriousness of the misconduct in relation to that sanctioned in Roszler, the impact of the misconduct on other parties and the position of Mr. Dudelzak as senior counsel.
14. Counsel for the LSA submitted that the Judge in open Court had addressed the seriousness of the conduct and imposed a serious penalty which mitigated the impact on other parties and relied upon the deference owed to joint submissions.
15. Mr. Dudelzak, in response to questions from the Committee, provided significant additional colour to the circumstances in terms of his lack of control over other parties to which he was not counsel, the absence of material detriment (other than delay) to other parties in terms of the matters at issue between the parties as a result of the misstatements to the court and his remorse over his careless reading of the Trust Agreement. In addition, he confirmed a direct apology had been rendered to opposing counsel in the matter.

Decision on Sanction

16. Counsel for the LSA and Mr. Dudelzak confirmed their understanding that the Committee is not bound by a Joint Submission on Sanction. However, a Committee is required to give serious consideration to a Joint Submission, should not lightly disregard it and should accept it unless it is unfit or unreasonable, contrary to the public interest, or there are good and cogent reasons for rejecting it. In this case, while the Committee had some concerns, it did not find a basis sufficient to reject the Joint Submission. Of principle persuasiveness in that regard was the fact that in his almost 40 years of practice Mr. Dudelzak had no disciplinary record.
17. The approach taken by both Mr. Dudelzak and the LSA in dealing with this matter through a Single Benchers hearing also avoided an unnecessary contested hearing, witness inconvenience, and process costs.
18. Accordingly, the Committee ordered that Mr. Dudelzak be sanctioned as follows:
 - a. reprimand as set out below, and which was delivered in person to Mr. Dudelzak at the hearing; and
 - b. payment of the costs of the hearing in accordance with the agreed upon amount of \$3,000.

Concluding Matters

19. Mr. Dudelzak requested time to pay the fine and costs by January 1, 2019, which was agreed to by the LSA.
20. The Committee directed that there be no notice to the Attorney General and no notice to the profession in respect of this hearing.
21. The exhibits and other hearing materials, transcripts, and this Report will be available for public inspection, including providing copies of exhibits for a reasonable copy fee, although redactions will be made to preserve personal information, client confidentiality and solicitor-client privilege (Rule 98(3)).

Reprimand

Mr. Dudelzak, you are a senior member of our profession. As you noted, you have been in practice for approximately 40 years. Much is expected of you as a result. Clearly you did not meet the standard that might be expected in this case. The members of the judiciary rely on our profession to be scrupulous and diligent in our representations that we make to the court. As a result, public confidence and the reputation of the profession are also inextricably linked to the quality and comprehensiveness of those representations. It would be difficult on my part, at least, to add much to the very significant condemnation your conduct received from the Bench in open court. There is much here for you to be embarrassed about and for you to be disappointed in your conduct. Your comments concerning your participation in the IBAF [International Bar Association – Professional Ethics Committee Advisory Board] suggests you have reason to expect more of yourself in the future. Certainly our profession will. I trust we will not see you before us on such matters in the future and hope you will endeavour to serve as an ethical example for younger members.

Dated at Calgary, Alberta, January 15, 2019.

Cal Johnson, QC

[Note: An erratum was issued February 14, 2019, changing “condonation” in the reprimand to “condemnation”.]

IN THE MATTER OF THE *LEGAL PROFESSION ACT*

AND

IN THE MATTER OF A HEARING REGARDING THE CONDUCT OF
RICHARD DUDELZAK, QC
A MEMBER OF THE LAW SOCIETY OF ALBERTA

HEARING FILE HE20180045

STATEMENT OF ADMITTED FACTS
AND ADMISSION OF GUILT

INTRODUCTION

1. This hearing arises out of one complaint comprising one citation.

BACKGROUND

2. I was admitted as a member of the Law Society of Alberta (the “**LSA**”) on June 7, 1979. Since then, I have practiced in Calgary as a small firm/solo practitioner in the areas of matrimonial/family law and civil litigation, with some corporate/commercial law, real estate conveyancing, and estate planning and administration.

STATEMENT OF ADMITTED FACTS

1. Procedural Background

3. On May 26, 2017, the LSA received a Lawyer Complaint Form from D.S., the ex-spouse of my client V.H., alleging unprofessional behaviour on my behalf during the matrimonial litigation that occurred between them (the “Complaint”).
4. The LSA conducted a review of the allegation, which resulted in a referral to the Conduct Committee.
5. On February 13, 2018, the Conduct Committee directed that my conduct be dealt with by a Hearing Committee.
6. On August 20, 2018, counsel for the LSA and I submitted a joint application to the Vice-Chair of the Conduct Committee (the “**Vice-Chair**”) to amend the citation pursuant to Rule 90.1(8)(e) of the *Rules of the Law Society of Alberta* (the “**Joint Application**”).
7. The Vice-Chair allowed the Joint Application and directed that the citation be amended as follows:

It is alleged that Richard Dudelzak was careless in his review of a Trust Agreement,

which resulted in a material misstatement of its contents to a judge during a subsequent Court proceeding.

2. Facts

8. I was retained by V.H. in 2015 regarding matrimonial proceedings started by D.S.
9. One of the issues between the parties was V.H.'s role in a business known as [HP].
10. At all times material to the Complaint, but unknown to me, the corporate structure of [HP] was as follows:
 - a. [HP] is owned by [145] operating as [HP];
 - b. [145] is owned by a Family Trust (the "**Trust**"), which was settled by V.H.'s mother (the "**Settlor**") (and which owns 99% of the shares), and by [142] (which owns 1% of the shares);
 - c. The Trust was created several years earlier, in 2009;
 - d. At the time of its creation, V.H. was named as one of the three trustees and signed the deed of trust in that capacity. He was included as a potential beneficiary under the Trust as one of the Settlor's children along with the Settlor's other children and her grandchildren; and
 - e. V.H. forgot that he was a trustee and upon rediscovering that fact he resigned from the Trust on February 6, 2017. To his knowledge, he, his siblings, children, nieces, and nephews remained as potential beneficiaries under the Trust.
11. On April 6, 2016, a claim for parenting and child support was filed on behalf of D.S. (the "**Claim**"). In support of the Claim, D.S. provided a sworn statement in which she asked for financial information.
12. On August 8, 2016, a Request for Financial Information was filed on behalf of D.S. which contained a question about whether V.H. had any interest in a Trust. As I was then unaware of the existence of the Family Trust, the question was left unanswered.
13. On November 15, 2016, opposing counsel questioned my client, during which she requested three undertakings, namely,
 - a. To confirm whether V.H. was a beneficiary of the Trust, which undertaking was accepted;
 - b. To provide a copy of the Trust Agreement if V.H. was a beneficiary under the Trust, which undertaking was refused; and
 - c. To provide an Affidavit sworn by V.H. confirming whether he was a beneficiary of the Trust once he had had a chance to review the Trust Agreement, which undertaking was also refused.

14. On December 6, 2016, an Amended Claim was filed on behalf of D.S. seeking an Order requiring V.H. to provide financial information pertaining to [HP]. An application for production was scheduled for January 17, 2017.
15. On January 16, 2017, V.H. swore an affidavit in which he stated that he had no control over the Trust and that he should not have to obtain any Trust documentation because the Trust was not created by him and had no relevance to the proceedings. At the time of swearing of this affidavit, I had already confirmed with opposing counsel that V.H. had no control over the Trust and was merely a potential or contingent beneficiary of the Trust. This affidavit was provided to opposing counsel on January 17, 2017.
16. On January [...], 2017, the parties appeared before Judge [M], to whom I made the following representations:
- Mr. Dudelzak: -- **you have to know that this is a family trust that [V.H.] knew nothing about until examined and questioned by Ms. [M].** This is a trust that his mother, apparently, I found out and he found out, had set up with her legal counsel and tax advisors a long time ago **of which he knew nothing about.** He has never received any benefits at all. No income. Nothing at all.
- ...
- Mr. Dudelzak: ... if my friend wants to go after that document, and I've said it to her, then add the mother to the application. Have the mother have an answer, be able to come to court and say this is my private document, **this is confidential information, this has nothing to do with my son, [V.H.],** this has nothing to do with [D.S.]. So, this is what I'm saying, it is not something in [V.H.]'s possession. **It's not a document that he knew about** and I asked [the Settlor] for permission. She denied it and if my friend -- it -- it -- or, you know, it -- it -- and if -- or, the Court then she should have an opportunity -- [the Settlor], the mother, should have an opportunity to say, I'm not going to give that document out, it is confidential. And that is the reason why, you know, I have resisted my friend's questioning about the trust or the trust document, because it is not my -- or, [V.H.]'s document. **He has no power over it.**
- ...
- Mr. Dudelzak: ... He hasn't done anything wrong. He hasn't done anything bad. He's not hiding anything. **He's not refusing to provide anything that he has control or possession of.** This is a document that doesn't belong to him. He does not have possession of that document. ...
- ...
- Mr. Dudelzak: ... This is -- you know, obviously, it's between the father and the mother of those two children. But, we're talking about production here. I mean, I -- you know, to -- **I have seen that trust agreement, so I have read it. I have reviewed it. I've gone it through it. I'm just not at liberty to provide a copy of it to my friend because** [the Settlor] has said, no, I -- that document is confidential and you are not to release it.
- ...
- Mr. Dudelzak: I-- I -- I will not -- I will not be representing [the Settlor] in that application. I -- you know, if -- if [the Settlor] tells me, yeah, go ahead and release it, [V.H.] has no issue. **I have read it. I know what's in there and there's absolutely nothing in there. There's no payment in there. It's -- it's -- it's just a -- a regular family trust and it could be revoked at any time.** So, I -- I have no hesitation and -- and --

17. Following my representations, the Court directed that any claim for third party disclosure by my client's mother was to be made on February 1, 2017 (the "**Third-Party Disclosure Application**"). The Court also exempted my client and me from attending the Production Application because the respondent in the application was to be my client's mother.
18. On January 18, 2017, opposing counsel wrote to my client's mother and requested that a copy of the Trust Agreement and related financial documents be provided to her by January 22, 2017. The documents were not provided by that deadline.
19. On January 23, 2017, the Third-Party Disclosure Application was filed, returnable on February 1, 2017.
20. On January 25, 2017, opposing counsel wrote me to advise that she intended to seek costs against my client and his mother should D.S. be successful in the Third-Party Disclosure Application.
21. On February 1, 2017, the Third-Party Disclosure Application proceeded. According to the transcript of the application, my client's mother revealed that my client was a trustee as well as a potential beneficiary of the trust:

[the Settlor]: In that respect, Your Honour, I did reach out to Ms. [M]. I feel that this is my business and I do not have to disclose that to her. **In the family trust, my accountant and my son are listed as trustees.** As for beneficiaries, which is listed in the family trust, is I have 21 years, from 2009, which makes it 2030, to name my beneficiaries. **The beneficiaries listed in that family trust are myself, my children, and my grandchildren.** Not anywhere in that beneficiaries is [V.H.] listed. It is my children. I have other children.

[Emphasis added]

22. Upon learning that my client was a trustee of the Trust, Judge [M] stated the following:

The Court: **So on the last occasion when we were in court, it was Ms. [M]'s understanding at that point and, frankly, my understanding as well, based on the representations of Mr. Dudelzak, that, as far as we were aware, [V.H.]'s interest, so to speak, in the family trust was solely as a beneficiary. And Mr. Dudelzak did, at that point, indicate that it was his understanding that this was revocable [sic], and that he had indicated he had actually reviewed the terms of the family trust agreement.** However, having not been retained formally to represent either you, ma'am, [the Settlor], or the family trust, he simply was not in a position to disclose anything.

However, today, you yourself, [the Settlor], have revealed that your son's involvement extends beyond being a beneficiary, that in fact he is one of the named trustees of the trust. And I think that Ms. [M] is correct. As trustee, he is entitled to obtain copy - copies of documents which pertain to the family trust and all financial statements associated therewith.

So having said that, subject to anything further that either party wants to bring to my attention, I believe that I'm in a position to grant an order specifying what needs to be disclosed by [V.H.],

and that you, ma'am, really can take a step back. Because the information that up until this point Ms. [M] thought was solely in your possession, is also available to [V.H.], whether or not he has in the past availed himself of these documents.

23. Five days later, on February 6, 2017, V.H. resigned from the Trust.
24. On February 24, 2017, the materials were delivered to opposing counsel by my client's mother.
25. On February 28, 2017, an Order was filed which reflected the Court's decision.
26. On March 1, 2017, opposing counsel wrote to me to request additional documents relating to [145].
27. On March 14, 2017, I replied as follows in part:

As you already know, [V.H.] is neither a shareholder nor a Director nor Officer of such numbered company and never was (resulting in the Court of Appeal decision in *Cunningham v Seveny* being totally inapplicable) nor does he now have anything to do with its shareholder, **other than being or having been one of its beneficiaries (I believe that he no longer is as [the Settlor] has taken steps to remove him as such beneficiary in order to avoid any confusion or allegation that somehow [V.H.] has any interest in or received/receives any benefit from the [Family Trust].**

[Emphasis added]
28. On March [...], 2017, the parties appeared in Court for an application for solicitor-client costs filed on behalf of D.S. against my client and me (the "**Costs Application**"). The matter was adjourned to April [...], 2017, at which time an agent was to appear on my behalf, but did not, and the matter was again adjourned to May [...], 2017, to allow me to appear in person. I was directed to pay \$300.00 in costs for this second adjournment, which I paid personally on May 17, 2017.
29. In advance of the Costs Application, my client swore an affidavit, prepared by my office and sworn and filed on April 25, 2017, in which he stated the following in part:
 12. THAT since I have had nothing to do with such and had and have no knowledge of [145] operating as [HB] other than being the general manager of the latter, **nor of the [Family Trust] whose existence I did not even know of until the Applicant/counter-Respondent's solicitor made such existence known to me in the within proceedings**, such directions in such Order were found to be satisfied to the controlling mind and shareholder of such numbered company and Trust, [the Settlor], who was also in attendance to the aforesaid Application before Judge [M].
 - ...
 16. THAT I verily believe that all of such additional requested documentation and information is totally irrelevant and not material to these proceedings as again I do not and never had any shares in such numbered company carrying on business as [HB] nor was I ever or am one if its Directors and although **I, unbeknownst to me at the time, been a Trustee and Beneficiary to the [Family Trust]**, I no longer am such a Trustee having resigned as such on February 6, 2017 and have never received any dividends or any other form of remuneration from such [Family Trust] and attached hereto and marked as Exhibit "G" to this my Affidavit are a true photocopy of such resignation and of a letter from the accountant of [145] and the [Family Trust] dated February 6, 2017 respectively, confirming same.

[Emphasis added]

30. On April 28, 2017, I swore an affidavit that was filed on Court on May 1, 2017, which stated the following in part:

2. THAT as such Counsel, I appeared before this Court on January [...], 2017 and submitted that [V.H.] had no control of the [Family Trust] of **which existence he did not even know until such was made known to him and to this deponent during [V.H.]'s Questioning by the Applicant's Counsel.**
- ...
4. THAT as such I did not have nor have the need to review such numbered company's Minute Book and was not aware that some of its shares were held by the [Family Trust].
5. THAT as a result, I was not made aware of the existence of such [Family Trust] until the aforesaid Questioning of the Respondent by Ms. [M].
6. THAT I submitted at [V.H.]'s aforesaid Questioning by Ms. [M] that there was no obligation on the part of the Respondent to disclose anything in relation to such numbered company or such [Family Trust] since the Respondent has never been nor was nor is a Director or Shareholder of such numbered company and that at the time I was not aware that [V.H.] was a beneficiary and under and a Trustee of such Trust as I had not seen such Trust Agreement and as a result, Ms. [M]'s request for undertakings to provide a copy of same and to provide an Affidavit regarding [V.H.]'s status thereunder were refused.
7. THAT I did eventually request and receive a copy of such Trust Agreement from [the Settlor] with instructions not to provide a copy of same to anyone without a consent Order.
8. **THAT I then merely briefly reviewed such Trust Agreement but did not appreciate that [V.H.] was also named as a Trustee thereunder.**
9. THAT as stated above, [V.H.] advised me and I verily believe to be true that he had never been aware nor was aware until such time that he was named as a Trustee of and under such Trust and I was not aware of same until Ms. [M] so advised me in her correspondence to me dated February 24, 2017. Such date is the first time that I became aware that [V.H.] had been named as a Trustee of and under such Trust and when I then asked both the Respondent and [V.H.] in respect to such Trusteeship, I was advised that the Respondent had resigned as such Trustee and such resignation had been accepted by such Trust.
10. **THAT when I advised the Court at the January [...], 2017 hearing that I had read such Trust Agreement, I did not intend to mislead the Court in respect to whether or not [V.H.] was a Beneficiary and Trustee thereunder and simply stated that the Respondent had not received any benefits nor was entitled to any benefits under such Trust and that it could be revoked by its settlor, [the Settlor], at any time.**

[Emphasis added]

31. On May [...], 2017, the Costs Application proceeded before Judge [M], who ordered that I pay half of the solicitor client costs incurred by D.S. to obtain production of the Trust Agreement and associated financial documents.

Exhibit 1 – Decision of Judge [M]

32. In her written decision, Judge [M] stated the following:

[36] It is unfathomable to this Court how [V.H.] can continue to assert that he was not aware of the [Family Trust] until Ms. [M] advised him of the same. This is different from saying that he forgot or failed to have an appreciation for what the Trust entailed. [V.H.] signed a 17-page legal document. As a manager entrusted with running a business, [V.H.] would surely know that there is some significance to affixing one's signature to such a document. He could have made inquiries to determine if there was a family trust in existence. He could have conducted a careful search of his own records or spoken to his mother. There is no evidence that he took any of these steps despite his knowledge that the Mother was seeking confirmation of his status in the Trust. An individual has an onus to carefully examine his own set of circumstances before issuing a blanket denial under oath.

[37] **Similarly, I find it unacceptable that Mr. Dudelzak made representations providing assurances that he had fully reviewed the Trust Agreement, and then go on to claim that he did not review it carefully. He cannot have it both ways. At best, he was exceptionally careless in his submissions. At worst, he took deliberate steps to mislead the Court.**

[38] As a direct result of the denials and refusals of both [V.H.] and Mr. Dudelzak to provide the Mother with the documents to which she is rightfully entitled, the Mother has been deprived of a timely resolution to her applications. She has incurred additional financial costs and the Court has spent time and resources on applications which should have been avoided.

[39] I am satisfied that [D.S.]'s efforts to obtain information about the Father's income has been effectively frustrated in this case. **I am further satisfied that Mr. Dudelzak actively participated in and contributed to that frustration. There has been undue delay in what should have been a very simple application. The Mother has spent over ten months attempting to ascertain the Father's income. I find the conduct of both [V.H.] and Mr. Dudelzak to be of such serious nature that solicitor-client costs are warranted.**

[Emphasis added]

33. On June 7, 2017, I filed a Notice of Withdrawal of Lawyer of Record.

34. Shortly after being provided a copy of the Bill of Costs, I paid \$5,5160.01 as my share of the costs awarded by Judge [M].

35. As noted, on May 26, 2017, D.S. submitted the Complaint against me.

36. On August 29, 2017, I responded to the Complaint as follows in part:

3. During my submissions to the Court on January [...], 2017, I **did represent that [V.H.] at the time of the Questioning was not aware of and had no knowledge of the Trust** as such is what [V.H.] had previously advised me and continued to so maintain and even deposed to that fact in his Affidavit (I will provide you with a copy of such Affidavit shortly following my return to the office for your furtherance), and that I had received a copy of such Trust Agreement and had reviewed it and that such did not show that [V.H.] had any real or monetary interest therein and that such Trust was merely a simple family trust **which could be revoked by its settlor at any time**. As I subsequently [sic] advised

the Court, I had merely made a cursory review of such Agreement and did not even read or appreciate that [V.H.] was also named as an additional Trustee of such Trust and that he in fact was one of its signatory. **Such was obviously an error on my part and I apologized to the Court for such error as I had no intention to mislead it or Ms [S] or her Counsel and so deposed to in the Affidavit which I subsequently filed in the proceedings only after Ms [S] filed another Court Application seeking costs against me personally. I had been solely and was focusing on what [V.H.] had told me all along and kept repeating to me. The filing of such Affidavit then made my ceasing to represent [V.H.] in the proceedings advisable and mandatory.**

4. I did, also mistakenly, advise [V.H.] that he did not have to appear at the May [...], 2017 Court Application as it was my understanding and opinion that such an Application was solely directed against me personally.

[Emphasis added]

ADMISSION OF GUILT

37. I admit that I was careless in my review of the Trust Agreement, which resulted in an inadvertent misstatement of its contents to Judge [M] during the Court proceedings on January [...], 2017.
38. I further admit that this was conduct deserving of sanction as defined under section 49 of the *Legal Profession Act* (the "**Act**").

NO DURESS/INDEPENDENT LEGAL ADVICE

39. I agree that I have had the opportunity to consult with legal counsel and confirm that I have signed this Statement of Admitted Facts and Admission of Guilt voluntarily and without any compulsion or duress.

THIS STATEMENT OF ADMITTED FACTS AND ADMISSION OF GUILT IS MADE THIS
9 DAY OF August 2018.

"Richard Dudelzak"
RICHARD DUDELZAK, QC