

CHARTERED PROFESSIONAL ACCOUNTANTS OF ONTARIO  
*CHARTERED PROFESSIONAL ACCOUNTANTS OF ONTARIO ACT, 2017*

**DISCIPLINE COMMITTEE**

**IN THE MATTER OF:** Allegations against **Mark A. Hinchcliffe, CPA, CA**, a member of the Chartered Professional Accountants of Ontario, under **Rules 202, 204.3 and 206.1** of the CPA Ontario Rules of Professional Conduct and Code of Professional Conduct

**BETWEEN:**

**Chartered Professional Accountants of Ontario  
Professional Conduct Committee**

**-and-**

**Mark A. Hinchcliffe**

**APPEARANCES:**

**For the Professional Conduct Committee:** Kelvin Kucey, Counsel

**For Mr. Hinchcliffe:** James Lane, Counsel

Heard: May 4, 2022

Decision and Order effective: May 4, 2022

Release of written reasons: June 8, 2022

**REASONS FOR THE DECISION AND ORDER MADE MAY 4, 2022**

**I. OVERVIEW**

- [1] The Professional Conduct Committee of the Chartered Professional Accountants of Ontario (“PCC”) has made Allegations that Mr. Hinchcliffe failed to carry out his professional services with integrity, objectivity and due care in that as audit engagement partner he failed to take responsibility for the performance of the audit of a public company contrary to Rule 202 of the CPA Ontario Rules of Professional Conduct (Rules) and Code of Professional Conduct (Code); that Mr. Hinchcliffe failed to identify, evaluate and safeguard against threats to auditor independence

while engaged to perform assurance services contrary to Rule 204.3 of the Rules and the Code; and that Mr. Hinchcliffe failed to perform his professional services in accordance with generally accepted standards of the profession while acting as the engagement partner in five audits of financial statements, a restatement, and a review engagement, in contravention of Rule 206.1 of the Rules.

- [2] Mr. Hinchcliffe became a Chartered Accountant in 1972. He has been a partner at HS & Partners LLP (HS&P), a registered accounting firm, since 2000. From 2014 through 2020, HS&P was a two-partner firm, with the other partner being Louis Sapi CPA, CA. At all material times Mr. Sapi was the CEO and managing partner of HS&P.
- [3] This hearing was held to determine whether the Allegations were established and whether the conduct of Mr. Hinchcliffe amounted to professional misconduct.
- [4] Mr. Hinchcliffe admitted the Allegations made by the PCC.

## **II. THE COMPLAINT AND THE ALLEGATIONS**

- [5] Standards Enforcement staff opened a complaint against Mr. Sapi in January 2021, and shortly thereafter appointed investigators to investigate allegations of misconduct against Mr. Sapi. The investigation focused on Mr. Sapi's role as managing partner of HS&P and the firm's audits of investment vehicles created by the firm's client PEFC, including SSM which, along with related entities, was the subject of an investigation by the Ontario Securities Commission (OSC) in 2016 and which was placed in receivership in 2017.
- [6] The investigation into Mr. Sapi determined that the engagement partner for SSM was Mr. Hinchcliffe, leading to the opening of a complaint and investigation into Mr. Hinchcliffe in April 2021.
- [7] The onus was on the PCC to show on a balance of probabilities that Mr. Hinchcliffe's conduct breached Rule 202 of the Rules and the Code, Rule 204.3 of the Rules and the Code, and Rule 206.1 of the Rules, and constituted professional misconduct.

## **III. PRELIMINARY ISSUES**

- [8] Both parties agreed there were no preliminary issues.

#### **IV. ISSUES**

- [9] The Panel identified the following issues arising from the Allegations:
- A. Did the evidence establish, on a balance of probabilities, the facts on which the Allegations by the PCC were based?
  - B. If the facts alleged by the PCC were established on the evidence on a balance of probabilities, did the Allegations constitute professional misconduct?

#### **V. DECISION**

- [10] The Panel found that the evidence established, on a balance of probabilities, the facts set out in the Allegations of professional misconduct.
- [11] The Panel was satisfied that the Allegations constituted a breach of Rule 202 of the Rules and the Code, Rule 204.3 of the Rules and the Code, and Rule 206.1 of the Rules, and, having breached these Rules, Mr. Hinchcliffe committed professional misconduct.

#### **VI. REASONS FOR THE DECISION ON MISCONDUCT**

##### ***Findings Regarding the Conduct of Mr. Hinchcliffe***

- [12] Evidence in support of the Allegations was placed before the Panel through an Agreed Statement of Facts (ASF), dated April 29, 2022 (Exhibit 1) and a Document Brief to the Agreed Statement of Facts (Exhibit 2). The Standards Brief was made Exhibit 3.
- [13] The parties also agreed to stipulate the fact that at all material times Mr. Hinchcliffe held a Public Accounting Licence.
- [14] The parties tendered no further evidence.

##### **HS&P's Engagement with PEFC and SSM**

- [15] The company PEFC was a registered mortgage broker that arranged and administered second mortgages on single-family properties. PEFC's May 31, 2014 year-end financials were upgraded to an audit, as the Financial Services Commission of Ontario required a statutory audit of its trust funds with an accompanying audit report.

- [16] Starting in September 2014, PEFC's principals began establishing various related, subsidiary corporations and investment funds including SSM. SSM was made up of three companies: SSM LP, SSM GP, and SSM Trust (collectively "SSM"). The principals of SSM used it as a pooled investor fund, administered by PEFC, to lend money to borrowers on the security of second mortgages. PEFC administered SSM and promoted its investments through a network of referral agents.
- [17] HS&P prepared the corporate tax returns for SSM for fiscal years 2014 and 2015. Starting in October 2015, HS&P undertook the assurance work of SSM. The assurance engagement was for the years ended December 31, 2014, and 2015 for the audit of the financial statements of SSM LP and SSM GP; the audit of the restatements of the 2014 and 2015 SSM LP financial statements; and the audit of the consolidated financial statements of the SSM Group, consisting of SSM GP, SSM LP, and SSM Trust for the year ended December 31, 2015 (collectively the "SSM Audits").
- [18] With Mr. Hinchcliffe as the engagement partner, HS&P issued unqualified audit opinions on the financial statements of all SSM entities for the SSM Audits.

#### Resignation of HS&P and investigation by the OSC

- [19] HS&P formally resigned as SSM's auditor in April 2017, in the face of an OSC investigation into PEFC and its related entities, including SSM. The next month the OSC obtained a receivership order over PEFC and its related companies, to protect investors who were told their money would be invested in second residential mortgages. The OSC subsequently alleged that, contrary to PEFC's representations to investors, approximately \$50 million of their funds were invested in higher risk land and development projects, and that the principals of PEFC engaged in hidden self-dealing by paying millions of fees to themselves and taking a 50% direct ownership in such projects, as well as using investor funds for their own purposes.
- [20] In March 2019 the Receiver filed a Statement of Claim against PEFC, its related companies and principals, seeking \$50 million in damages for negligence, breach of fiduciary duty, and breach of trust.
- [21] In March 2020 the OSC filed amended allegations against PEFC, SSM and other related entities, seeking significant remedies against the defendants based on fraud, misleading investors, unregistered trading, and the illegal distribution of securities. In April 2022 the OSC released its decision and reasons, concluding

that, among other things, the principals of PEFC and SSM engaged in fraud against their investors.

#### Other HS&P Engagements

- [22] CPA Ontario investigated two additional engagements from 2020 for which Mr. Hinchcliffe was the engagement partner: the audit of Company “T” for the year ended March 31, 2020, and the review engagement of Company “E” for the year ended February 29, 2020.
- [23] The SSM Audits and these two engagements are collectively referred to as the “Engagements”.

#### Engagement Failures

- [24] The Allegations contain 68 particulars of professional misconduct, relating to Mr. Hinchcliffe’s role as engagement partner in the Engagements. The ASF identifies the deficiencies related to each of the particulars, and cross references the relevant requirements as included in the Canadian Accounting Standards for Private Enterprises, Canadian Auditing Standard (CAS) and Canadian Standard for Review Engagements (CSRE) 2400 in effect at the time of the audits and reviews.
- [25] In doing so the ASF organizes the 68 particulars into nine categories of misconduct. It includes detailed evidence in support of the Allegations that Mr. Hinchcliffe (a) failed to take responsibility for the performance of audit; (b) failed to safeguard against threats to auditor independence; (c) completed engagement work after the date of the engagement report; (d) failed to communicate deficiencies with management; (e) failed to conduct a validation of SSM’s compliance with OSC regulatory requirements; (f) failed to identify the high risk of material misstatement for SSM; (g) failed to obtain sufficient appropriate audit evidence to support balance sheet items of SSM; (h) failed to ensure the inclusion of all necessary audit elements for Company “T”; and (i) failed to avoid shortfalls in the review procedure for Company “E”.

##### *A) Responsibility for audit and review performance*

- [26] Mr. Hinchcliffe provided an unqualified Independent Auditor’s Report in respect of each of the audit Engagements. As the engagement partner, Mr. Hinchcliffe was responsible for the audit engagement and its performance and for the auditor’s

report issued on behalf of the firm. CAS 220 requires the engagement partner to take responsibility for the direction, supervision, and performance of the audit engagement in compliance with professional standards and applicable legal and regulatory requirements.

- [27] During the investigation Mr. Hinchcliffe could not produce any emails, notes from telephone conversations, calendar entries, memoranda, notes, or any documentary evidence to support that he was actively engaged in the Engagements.
- [28] For the SSM Audits, the extent of Mr. Hinchcliffe's involvement was his participation in the planning meeting, a few discussions with members of HS&P, a high-level review of the working paper file, and a review of the financial statements. He did not participate in audit decisions throughout the engagement, but relied on, and deferred to, other HS&P accountants (including Mr. Sapi) on all significant issues.
- [29] The principals of PEFC and SSM wrongly identified Mr. Sapi, not Mr. Hinchcliffe, as the engagement partner. They communicated only with Mr. Sapi during the duration of the SSM Audits and restatement engagement.
- [30] Mr. Hinchcliffe was not involved in the decision and discussions regarding HS&P's resignation in the Spring of 2017. It was Mr. Sapi who wrote the auditor resignation, on behalf of HS&P, on which Mr. Hinchcliffe was not even copied.
- [31] Mr. Sapi, rather than Mr. Hinchcliffe, was heavily involved in the SSM engagements and took on responsibilities properly reserved to Mr. Hinchcliffe as the engagement partner. Mr. Sapi circumvented Mr. Hinchcliffe's purported leadership of the SSM audit engagements, by routinely engaging with SSM's leadership without Mr. Hinchcliffe's participation.
- [32] With respect to the Company "T" and Company "E" engagements, the role performed by Mr. Hinchcliffe was similarly limited and did not satisfy the requirements of an engagement partner as set out in CAS 220 and CSRE 2400.
- [33] In summary, Mr. Hinchcliffe as the engagement partner was inappropriately disconnected from the Engagements, instead relying on the work of other HS&P accountants, especially Mr. Sapi. Mr. Hinchcliffe abrogated the role of engagement partner and failed to take responsibility for the quality and performance of the Engagements.

## *B) Auditor Independence*

- [34] The Rules and Code require HS&P to be independent of SSM while acting as auditors of their financial statements. Rule 204 identifies that a financial interest in the assurance client may create a self-interest threat, and prohibits a member who is a partner in a firm from holding a direct or indirect financial interest in an audit client.
- [35] Mr. Sapi invested \$100,000 in SSM in August 2015, two months before HS&P was retained to provide audit services to SSM. At the commencement of the audit engagement, Mr. Sapi completed the HS&P independence disclosure document, representing that he did not hold a financial interest in SSM. During the course of the audit engagement, Mr. Sapi was aware and permitted a staff member of HS&P to solicit investors for SSM in consideration for referral fee payments.
- [36] Mr. Sapi did not advise Mr. Hinchcliffe or any other member of the HS&P audit team of his investments in SSM. The HS&P 2015 audit working papers for SSM LP include the SSM trial balance, which lists Mr. Sapi as a \$100,000 investor. The HS&P audit team signed off on this document without comment. In November 2015 HS&P issued its audit reports for SSM GP and SSM LP with unqualified opinions.
- [37] In February 2016, Mr. Sapi invested a further \$100,000 in SSM. In March 2016 HS&P issued its audit reports for SSM GP and SSM LP with unqualified opinions.
- [38] Mr. Sapi made further investments in SSM in May and August 2016, raising his investments to \$280,000. He was paid \$13,500 by SSM in compensation for his referrals and investments.
- [39] Mr. Sapi compromised the independence of HS&P's audits of the financial statements of SSM for the years ended December 31, 2014 and 2015 and the subsequent audit of the restatement of the financial statements for the year ended December 31, 2015, dated September 6, 2016.
- [40] Mr. Sapi failed to disclose the fact of his investments and referral relationship with SSM to Mr. Hinchcliffe from October 8, 2015 through April 20, 2017.
- [41] In 2016, Mr. Sapi advised Mr. Hinchcliffe that an HS&P staff member was earning referral fees for referring investors to SSM. This triggered a review which resulted in an Independence Memorandum in which HS&P identified this situation as a potential threat to objectivity, and identified safeguards to reduce the threat,

including that HS&P would step down from providing assurance services to SSM going forward.

- [42] The Independence Memorandum was not included in HS&P's SSM audit engagement files. Notwithstanding its conclusions, HS&P started the SSM audit engagement in 2017 as originally planned. Only when the 2017 OSC investigation intensified did HS&P resign as SSM's auditors.
- [43] The SSM audit engagement files did not contain any documentation of the threats to independence and there was no evidence that HS&P applied safeguards sufficient to reduce these threats to an acceptable level.

*C) Completion of the engagement work after the date of the engagement report*

- [44] The applicable audit standards clearly prescribe that the engagement partner must perform his review on or before the date of the auditor's report and must ensure that sufficient appropriate audit evidence was obtained on or before that date.
- [45] The date of HS&P's audit and review opinions for the Engagements predates when the files were internally reviewed by Mr. Hinchcliffe. Although Mr. Hinchcliffe advised the investigators that sometimes a verbal confirmation is first obtained prior to the issuance of the report, there is no evidence in the working paper files that a verbal confirmation was obtained.

*D) Communication with those charged with governance*

- [46] No deficiencies in internal control were communicated to management or those charged with governance of SSM during the 2014 and 2015 audits. Specifically, Mr. Hinchcliffe failed to document evidence of communications regarding the overview of the planned scope and timing of the audit, which includes communicating about the significant risks identified; he failed to communicate deficiencies in the financial structure, record keeping, oversight and operation of SSM LP; and he failed to communicate deficiencies in internal controls.

*E) Regulatory requirements for SSM*

- [47] The SSM audit files do not contain any evidence that Mr. Hinchcliffe or anyone else on the HS&P audit team conducted a validation of SSM's compliance with OSC and other regulatory requirements. The working paper files indicate that Mr. Hinchcliffe relied on the principals' assertions with respect to SSM's legal and regulatory status. Given the context and structure of SSM, it was necessary for Mr. Hinchcliffe to validate more thoroughly whether SSM had regulatory



requirements with respect to the OSC or any other regulatory organization and to obtain sufficient appropriate audit evidence to support his understanding.

*F) Risk Assessment of SSM*

- [48] HS&P did not identify any high-risk accounts or class of transactions in performing the SSM Audits. However, based on the nature of the industry and the operations at SSM, it is reasonable to expect that a mortgage loans receivable, and units held by SSM Trust, would be assessed as high risk. Had these balances been assessed as high risk, HS&P would likely have modified the nature, timing, and extent of its audit procedures.
- [49] As engagement partner, Mr. Hinchcliffe was in a position to identify that the SSM financial data lacked transparency with respect to its risk profile, yet he failed to take any action.

*G) Obtaining sufficient appropriate audit evidence to support balance sheet items*

- [50] Insufficient audit evidence was gathered by HS&P with respect to the mortgage loans receivables valuation for SSM's 2014 and 2015 financial statements and the restatement of these financial statements. HS&P did not perform any work with respect to the valuation assertion of the mortgage loans receivable. There were no appraisals in the working paper file, nor evidence of alternative procedures such as visiting the site of the projects, or obtaining the project financial forecasts.
- [51] There was no audit work conducted in respect of the September 2016 restatement of SSM LP's 2014 and 2015 financial statements. Mr. Hinchcliffe was unable to explain the reason for the restatement, other than it was done at the request of the client. The restatement included additional recognition of management fees in order to reduce taxes payable, which could be considered a manipulation of management fees. Mr. Hinchcliffe failed to demonstrate any professional skepticism in dealing with the management fees.
- [52] With respect to the entry in SSM GP's financial statements of deposits on real estate, HS&P relied solely on management representations in assessing whether the deposits were accurately presented in the financial statements. Mr. Hinchcliffe should have ensured that HS&P corroborated management's representations with external audit evidence.

*H) Missing Company "T" audit elements*

- [53] The financial statements of Company "T" are to be prepared in accordance with a special purpose framework, and require an Emphasis of Matter paragraph alerting

users to this fact. Mr. Hinchcliffe failed to include an Emphasis of Matter paragraph outlining the basis of accounting and a restriction on its distribution and use. In addition, Mr. Hinchcliffe failed to design and perform analytical procedures near the end of the audit when forming his overall conclusion as to whether the financial statements are consistent with his understanding of the entity.

*l) Shortfalls in review procedures for Company "E"*

- [54] Although in the planning process HS&P had identified a potential 'going concern' issue due to the impact of the COVID pandemic, during the performance of the review engagement this was not identified as an area in the financial statements where material misstatements were likely to arise. Mr. Hinchcliffe failed to recognize that the 'going concern' assessment requirement was not addressed.
- [55] Among the additional shortfalls in the review procedures, HS&P's review report does not include a description of the nature of the company's business; the note on revenue recognition is insufficient; HS&P did not document the date when those in authority acknowledged taking responsibility for the financial statement; and HS&P should have recognized an increased risk associated with the valuation of accounts receivable.

***Finding of Professional Misconduct***

- [56] Through the ASF Mr. Hinchcliffe admits that these facts constitute professional misconduct.
- [57] Specifically, Mr. Hinchcliffe admits that, in the period from October 8, 2015 to April 20, 2017, in issuing four audited financial statements and the restatement of the financial statements of SSM, he failed to conduct himself with integrity, due care and objectivity contrary to Rule 202 of the Rules and the Code.
- [58] Mr. Hinchcliffe admits that, in the period from October 8, 2015 to April 20, 2017, while acting as the engagement partner for the audits of the financial statements of SSM LP and SSM GP for the years ended December 31, 2014 and 2015, the consolidated financial statements for the SSM group for the year ended December 31, 2015 and for the restatement of the 2014 and 2015 audits of the financial statements of SSM LP, he failed to adequately evaluate and safeguard against threats to auditor independence arising from HS&P's referral of investors in PEFC for compensation, contrary to Rule 204.3 of the Rules and Code.
- [59] Mr. Hinchcliffe admits that, while acting as the engagement partner with respect to the Engagements, he failed to perform his professional services in accordance

with generally accepted standards of practice of the profession, including the recommendations set out in the CPA Canada Handbook, contrary to Rule 206.1 of the Rules and the Code.

- [60] The Panel concluded that the Allegations, having been proven on the evidence, constituted breaches of Rules 202, 204.3 and 206.1 of the Rules and the Code and constitute professional misconduct.

## **VII. DECISION AS TO SANCTION**

- [61] After considering the evidence, the law, and the joint submission of both parties, the Panel concluded that the appropriate sanction was a written reprimand, a fine of \$50,000 payable by December 30, 2022, a suspension of Mr. Hinchcliffe's membership with CPA Ontario for a period of six months, a permanent restriction of Mr. Hinchcliffe's practice to performing only non-assurance engagements, and the revocation of Mr. Hinchcliffe's Public Accounting Licence.
- [62] Notice of the decision is to be given to the membership, the Public Accountants Council for the Province of Ontario and to all provincial bodies, and notice of the practice restriction and Public Accounting Licence revocation is to be published on the CPA Ontario website and in the *Globe and Mail* newspaper.
- [63] If Mr. Hinchcliffe does not comply with the terms of the Panel's order, his membership in CPA Ontario will be revoked.

## **VIII. REASONS FOR THE DECISION AS TO SANCTION**

- [64] The Panel accepted the position on sanction jointly submitted by the PCC and Mr. Hinchcliffe.
- [65] The Panel recognizes that a joint submission is entitled to a high level of deference. A joint submission should be adopted unless it is contrary to the public interest or would bring the regulatory process into disrepute because it was beyond the reasonable range of sanction.
- [66] In the case of *R. v. Anthony Cook*<sup>1</sup> the Supreme Court of Canada wrote at para. 34 that a joint submission should not be rejected lightly:

Rejection denotes a submission so unhinged from the circumstances

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<sup>1</sup> *R. v. Anthony-Cook*, 2016 SCC 43 ¶ 34

of the offence and the offender that its acceptance would lead reasonable and informed persons, aware of all the relevant circumstances, including the importance of promoting certainty in resolution discussions, to believe that the proper functioning of the justice system had broken down. This is an undeniably high threshold.

- [67] The Panel finds that the joint submission of the parties falls well within the reasonable range of sanction for the misconduct of Mr. Hinchcliffe and is not contrary to the public interest.
- [68] The Panel recognizes that Mr. Hinchcliffe has been co-operative through the CPA investigation, and that it is not alleged in this proceeding that he acted dishonestly in the conduct of the assurance engagements at issue or during the PCC's investigation. The Panel further recognizes that there is no evidence that Mr. Hinchcliffe has a prior disciplinary history, and that he should be credited for accepting responsibility for his misconduct by admitting the allegations and agreeing to the statement of facts.
- [69] The Panel finds that the fine of \$50,000 ensures that the objectives of specific and general deterrence are achieved, as a fine of this size cannot be said to simply constitute the cost of doing business, but does reflect current economic realities and social values.
- [70] The Panel finds that a suspension of Mr. Hinchcliffe's membership for six months is appropriate. The Panel notes that in the case of *MacNeil (2021)* a suspension was not imposed for professional misconduct relating to multiple audit failures in the context of single audit of a small public company. In *MacNeil* the panel indicated that while a suspension is not outside the appropriate range of sanctions for a professional standards case, the isolated nature of the misconduct militated against a suspension in that case. In contrast, the misconduct of Mr. Hinchcliffe was not limited to a single audit: Mr. Hinchcliffe engaged in a pattern of misconduct across several engagements over several years. Where the failure to comply with professional standards is not isolated but constitutes a pattern of misconduct, a suspension is within the range of appropriate penalties even absent a finding of dishonesty or other moral turpitude.
- [71] The Panel finds that the revocation of Mr. Hinchcliffe's Public Accounting Licence and the restriction that his practice permanently be limited to non-assurance engagements is within the range of appropriate sanctions. Counsel for the PCC identified several comparable professional standards cases and settlement agreements with sanctions restricting the member's practice to non-assurance engagements.

- [72] In revoking Mr. Hinchcliffe's Public Accounting Licence and permanently restricting his practice to non-assurance engagements, the Panel sends a strong message to Mr. Hinchcliffe, and to the membership at large, that the role of engagement partner is a crucial one which cannot be abrogated or delegated. It is the engagement partner who shall take responsibility for the overall quality on each audit engagement to which that partner is assigned (CAS 220.8). It is the engagement partner who shall take responsibility for the direction, supervision and performance of the audit or review engagement in compliance with professional standards and applicable legal and regulatory requirements (CAS 220.15, CSRE 2400.23).
- [73] It does not matter the size of the firm, or whether the engagement partner places exceptional trust in another partner's abilities. Significant professional responsibilities are assigned to the engagement partner and these responsibilities must be met by the engagement partner personally and without exception. Failure to abide by these professional responsibilities will lead to serious sanctions, up to and including the revocation of the engagement partner's Public Accounting Licence.

## **IX. COSTS**

- [74] The law is settled that an order against Mr. Hinchcliffe for costs with respect to the disciplinary proceeding is not a penalty. Costs are intended to indemnify the PCC, based on the underlying principle that the profession as a whole should not bear all of the costs of the investigation, prosecution and hearing arising from the member's misconduct.
- [75] Costs are awarded at the discretion of the Discipline Committee. It has become customary for the PCC to file a Costs Outline in the same form as used in civil proceedings, and to seek 2/3 of the costs incurred in the investigation and prosecution of the matter.
- [76] The PCC Costs Outline is found at Exhibit 4. It totals \$41,299. The PCC seeks 2/3 of this amount, approximately \$27,257.
- [77] The Panel finds this award to be reasonable in the circumstances and orders it be paid by December 30, 2022.

Dated this 8<sup>th</sup> day of June, 2022

A handwritten signature in black ink, appearing to be 'D. Handley', written in a cursive style.

David Handley  
Discipline Committee – Deputy Chair

Members of the Panel

Richa Khanna, CPA, CA, LPA  
Jeremy Cole, FCPA, FCA  
Vincci So, CPA, CMA  
Catherine Kenwell, Public Representative

Independent Legal Counsel

John Dent, Barrister & Solicitor