Re Munro

IN THE MATTER OF:

The Investment Dealer and Partially Consolidated Rules

and

Andrew David Munro

2025 CIRO 12

Canadian Investment Regulatory Organization
Hearing Panel (Ontario District)

Heard: February 5, 2025, in Toronto, Ontario via videoconference
Decision: February 5, 2025
Reasons for Decision: February 19, 2025

Hearing Panel:
Barry Bresner, Chair, Colleen Wright and Christopher Hill

Appearances:
Michael Mantle, Enforcement Counsel
Benjamin Fitzgerald, Senior Investigator
Mitchell Fournie, for Andrew David Munro
Andrew David Munro (present)

REASONS FOR DECISION ON ACCEPTANCE OF SETTLEMENT

INTRODUCTION

[1] This hearing was held pursuant to sections 8215 (Settlements and Settlement Hearings) and 8428 (Settlement Hearings) of the Investment Dealer and Partially Consolidated Rules (the "IDPC Rules") to consider whether to accept a settlement agreement negotiated between Staff of the Enforcement Department of CIRO ("Staff") and Andrew David Munro (the "Respondent"), dated January 27, 2025 (the "Settlement Agreement"). A copy of the Settlement Agreement is attached as Appendix A to these Reasons. Part III of the Settlement Agreement recites the facts agreed to by the parties.[1]

[2] In the Settlement Agreement, the Respondent admitted to having directed a subordinate to provide two high net-worth clients, who had expressed dissatisfaction with the returns on their investment portfolios, with reports which falsely inflated the value of their portfolios.

[3] The Respondent admitted that the provision of false portfolio information constituted a breach of IDPC Rule 1400 and that the use of an unapproved communications method to communicate with his associate and the clients constituted a breach of the Member Dealer's policies and IDPC Rule 1400.

[4] The sanctions agreed to in the Settlement Agreement were:

[1] Pursuant to subsection 8428(6) of the IDPC Rules, the only facts disclosed to a hearing panel are the facts contained in a settlement agreement and such other facts as may be disclosed with the consent of all parties. In the present matter, the Hearing Panel expressed concern with the limited disclosure in the Settlement Agreement and, on consent, the parties provided additional agreed facts. Those additional facts are identified in these Reasons.

(i) a fine of $100,000,

(ii) a prohibition on registration approval in any capacity for a period of five (5) years, and

(iii) costs of $5,000.

[5] At the conclusion of the hearing, after due consideration of the facts, the submissions of the parties and the Sanction Guidelines, the Panel concluded that the Settlement Agreement was in the public interest and accepted it, with reasons to follow. These are those reasons.

OVERVIEW

[6] The Respondent had worked in the securities industry since approximately 2007. He was a Registered Representative with RBC Dominion Securities (the "Dealer Member") from September 2015 until he was terminated in December 2022 as a result of the events giving rise to these proceedings.

[7] During the Respondent's employment with the Dealer Member, an associate, Sinziana Vornicu ("Ms. Vornicu"), worked under him and had been working exclusively for him since 2018. At the Respondent's direction, Ms. Vornicu assisted him in providing false information to two client groups regarding the value of their investment portfolios. Ms. Vornicu was the subject of separate disciplinary proceedings[2].

[8] The Respondent managed the investment portfolios of the two high net-worth client groups. During the material time in 2022, their portfolios had values in excess of $8 million for Client #1 and $16 million for Client #2. The Respondent provided the clients with investment advice and Ms. Vornicu assisted with client communication and administrative tasks.

[9] As the value of the clients' portfolios started to decline in early 2022, the Respondent became concerned that the clients might move their business. In an effort to retain their business, the Respondent initiated a scheme to provide the clients, by email, with false information inflating the market value of their portfolios and, on one occasion, misrepresenting the names and quantities of securities in the client's accounts.

[10] The details of the misrepresentations are provided in the Settlement Agreement and can be summarized as follows:

- Client #1 had requested updated summaries of his family and corporate accounts by email each Tuesday and Thursday. As the value of the portfolio began to decline in early 2022, the Respondent instructed Ms. Vornicu to inflate the values on the summaries emailed to the Respondent. In the period from May to November 2022, the reported values overstated the value of the portfolio by amounts ranging from approximately $1.1 million to $2.2 million.
- From time to time, Client #1 also requested a separate list of all securities in the portfolio, together with their market value and other security specific information. In July 2022, the Respondent and Ms. Vornicu provided a list which overstated the quantity of certain securities, understated the quantity of other securities, added securities which were not in the portfolio and removed a significant holding which had a large unrealized loss.
- Client #2 expressed disappointment with the return on his investments and requested monthly updates for his family and corporate accounts. Between July and October 2022, the Respondent and Ms. Vornicu prepared and sent monthly PowerPoint slide decks to Client #2. At the Respondent's direction, the slide decks falsely inflated the value of the portfolio by amounts ranging from approximately $3.2 million to $7.4 million.
- At the material times, the Respondent and Ms. Vornicu communicated with each other by way of unauthorized text messaging regarding the adjustments to be made to the portfolio values communicated to Client #1 and Client #2. The Respondent also communicated with Client #1 and Client #2 by way of unauthorized text messaging.

[11] With the consent of the parties, the Hearing Panel was advised that the Respondent's misconduct came

[2] *Re Vornicu* 2024 CIRO 93

to light as a result of a complaint by Client #2. The Dealer Member's branch manager interviewed the Respondent, who admitted the misrepresentation to that client and voluntarily disclosed the conduct affecting Client #1. The branch manager immediately reported the situation to CIRO. The Respondent fully cooperated with CIRO's investigation.

[12] The Respondent's employment with the Dealer Member was terminated in December 2022.

[13] The parties also advised, on consent, that both Client #1 and Client #2 initiated litigation proceedings for damages resulting from the conduct of the Respondent and Vornicu. Those claims have been settled, but the terms of settlement are confidential and have not been disclosed to CIRO or the Hearing Panel. However, the Panel was advised by counsel that the settlement terms were satisfactory to Client #1 and Client #2 and that their lawsuits are in the process of being dismissed on consent.

ANALYSIS

[14] On a settlement hearing, the role of a hearing panel, as provided in subsection 8215(5) of the IDPC Rules, is to either accept or reject a proposed settlement. The principles applicable to that determination are well-established. As stated in *Re Milewski*[3], the hearing panel must be satisfied that the sanctions agreed to in the settlement agreement are "within a reasonable range of appropriateness" and a settlement should not be rejected unless the panel views the penalty as falling clearly outside of that range.

[15] It is also an established principle that reasonable settlements serve the public interest by resolving disputes more quickly and less expensively and by freeing up system resources for other matters.[4] Settlements are the result of negotiation and compromise between the parties who are in the best position to address the issues, and it is not the role of the hearing panel to second-guess the parties. As stated in *Re Donnelly*:

> It is usually in the public interest that matters be settled where possible rather than be determined through contested hearings. The reasons for this are often that an earlier determination of a dispute is better than a later determination. Settlements are usually less expensive than contested litigation, and there is less congestion in the dispute settling system when matters are taken out of the system through settlements. Finally, where both parties agree, the result is often more palatable to the parties and society than in a contested hearing where the winner takes all.
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> For these reasons, a panel considering the acceptance of a settlement agreement will try to reach a determination of acceptance. It will recognize that settlements are often hotly debated with much compromise and give-and-take between the parties in order to reach an acceptable position agreeable to both parties. Furthermore, the panel will recognize that it is not privy to all the facts and the motivation and considerations that each of the parties have in coming to a solution of the dispute that is agreeable to them.[5]

[16] In assessing the reasonableness of the sanctions agreed to in the Settlement Agreement, the Panel considered the CIRO Sanction Guidelines (the "Guidelines"), which provide the general principles applicable to all disciplinary and settlement proceedings (Part I) and the key factors commonly taken into consideration (Part II). The Guidelines are designed to promote consistency, fairness and transparency in the disposition of such proceedings, but recognize that determining the reasonableness of a sanction in a given case is both discretionary and fact specific. An appropriate sanction in one case may not be appropriate in the somewhat different context of another.

[17] The determination of the reasonableness of the proposed sanction requires a balancing of the relevant mitigating and aggravating factors and a consideration of the sanctions imposed in analogous prior decisions, if any. In the present matter, the relevant factors are as follows:

Mitigating Factors

- The Respondent does not have a prior disciplinary record;

[3] [1999] I.D.A.C.D. No. 17
[4] *Re Donnelly* 2016 IIROC 23
[5] *Ibid* at paras 7, 8

- The Respondent has admitted and accepted responsibility for the contraventions;
- The Respondent is remorseful for his misconduct;
- The Respondent's conduct was limited to two client groups;
- When the Respondent was confronted by his branch manager with the complaint of one of the clients, the Respondent voluntarily disclosed that there was a second client affected by similar conduct;
- The proposed fine of $100,000 approximates the fees earned by the Respondent from the affected client groups, and as indicated above, the clients have been compensated for their losses[6];
- The Respondent's employment was terminated in December 2022;
- The Respondent cooperated fully in the investigation of the circumstances by CIRO; Enforcement Counsel described the Respondent's cooperation as "exceptional".

Aggravating Factors

- The Respondent was a senior employee of the Dealer Member;
- The Respondent's conduct was intentional and designed to materially deceive the clients regarding the value of their investment portfolios;
- The Respondent's conduct deprived the clients of their ability to make informed investment and financial decisions;
- The Respondent's conduct extended from approximately May 2022 to November 2022.

[18] The Guidelines also require the Hearing Panel to consider the sanctions imposed in similar circumstances in other cases. While there are prior decisions which have considered the appropriate sanction for misleading clients regarding the value of their investments, each case turns on its own unique circumstances.

[19] In *Re Vornicu*[7], the Respondent's assistant was sanctioned in connection with the same events forming the basis for this proceeding. As Ms. Vornicu was acting under the direction of the Respondent, the hearing panel concluded she was less culpable and approved a settlement which provided for a fine of $25,000, costs of $5,000, a prohibition on registration approval with CIRO in any capacity for 12 months, close supervision for 12 months upon registration and completion of the Conduct and Practice Handbook Course prior to registration.

[20] The circumstances in *Re Fridgant*[8] bear some similarity to the present case. Mr. Fridgant was an experienced Registered Representative who provided fictitious account statements in the form of "portfolio updates" to clients, which overstated the value of the clients' portfolios. When the clients questioned the discrepancies between those fictitious statements and those received from the firm, Mr. Fridgant misled the clients by representing that the firm's records were inaccurate for various administrative reasons. Mr. Fridgant did not cooperate with the firm's investigation or the investigation by IIROC, and did not appear at the hearing. The hearing panel imposed a fine of $75,000, a permanent ban on registration and, as a result of the lack of cooperation, full costs of $50,000.

[21] There are a number of factors which distinguish *Re Fridgant* from the current matter:

- *Re Fridgant* was not a settlement hearing;
- the impugned conduct extended over a period of years;
- Mr. Fridgant had a significant prior disciplinary record;
- Mr. Fridgant did not cooperate in the investigation or participate in the hearing;

[6] These details were disclosed at the hearing on consent of the parties and were not disclosed in the Settlement Agreement.
[7] *Supra* note 2
[8] 2014 IIROC 47

- In the present matter, Mr. Munro has agreed to a settlement, his conduct extended over a period of months, he does not have a disciplinary record, and he fully cooperated in the investigation and participated in the hearing. Those factors would support a lesser penalty than that imposed on Mr. Fridgant.

[22] In considering the reasonableness of a proposed settlement, a fundamental concern is the need to protect the public interest by restraining future conduct that might harm the capital markets by providing sanctions which are significant enough to deter future misconduct by the Respondent (specific deterrence) and others (general deterrence).

[23] Absent significant mitigating factors, intentional and deceitful conduct of the sort committed by the Respondent would justify a permanent ban from registration in any capacity in addition to a substantial fine. However, there are mitigating factors in this matter. Most notably, the Hearing Panel has considered that this is a first offence, and that the Respondent has cooperated fully in the investigation, including by voluntarily disclosing his misconduct in relation to Client #1.

[24] In assessing the fairness of the proposed settlement, consideration can fairly be given to the fact that the Respondent has already paid a price from the loss of his employment and the self-inflicted damage to his reputation. Should he apply to be registered in 5 years' time, he will have to meet the then applicable registration requirements and overcome the reputational damage in rebuilding his career. It is also noteworthy that the clients have been compensated.

[25] Enforcement Counsel advised that he was satisfied that the Respondent was sincerely remorseful and deserving of a second chance. A lifetime ban, while justifiable, is not necessary to satisfy the goals of specific and general deterrence in this particular case. A 5-year prohibition on registration is fair and reasonable in the circumstances.

[26] The parties were unable to precisely quantify the fees paid to the Respondent for his role in managing the fee-based accounts of Client #1 and Client #2 over the relevant months but estimate those fees at approximately $100,000. Accordingly, the proposed fine reflects a disgorgement of the Respondent's approximate gain from misleading the two client groups.

[27] Having considered the mitigating and aggravating factors, the Guidelines and the prior decisions, we are satisfied that the sanctions sit comfortably within the reasonable range of appropriateness.

CONCLUSION

[28] For the reasons stated above, the Panel accepted the Settlement Agreement.

DATED at Toronto, Ontario this 19th day of February 2025.

"Barry Bresner"
Barry Bresner, Chair

"Colleen Wright"
Colleen Wright

"Christopher Hill"
Christopher Hill

CIRO · OCRI
Canadian Investment Regulatory Organization
Organisme canadien de réglementation des investissements

IN THE MATTER OF
THE INVESTMENT DEALER AND PARTIALLY CONSOLIDATED RULES

AND

ANDREW DAVID MUNRO

SETTLEMENT AGREEMENT

PART I – INTRODUCTION

1. The Canadian Investment Regulatory Organization ("CIRO")[1] will issue a Notice of Application to announce a settlement hearing pursuant to sections 8215 and 8428 of the Investment Dealer and Partially Consolidated Rules (the "Investment Dealer Rules") to consider whether a hearing panel should accept this Settlement Agreement between Enforcement Staff and Andrew David Munro (the "Respondent").

PART II – JOINT SETTLEMENT RECOMMENDATION

2. Enforcement Staff and the Respondent jointly recommend that the hearing panel accept this Settlement Agreement in accordance with the terms and conditions set out below.

PART III – AGREED FACTS

3. For the purposes of this Settlement Agreement, the Respondent agrees with the facts as set out in Part III of this Settlement Agreement.

Registration History

4. The Respondent first entered the securities industry in approximately 2007.

5. The Respondent was a Registered Representative ("RR") with RBC Dominion Securities (the "Dealer Member") from September 2015 until he was terminated in December 2022 for the issues that gave rise to this proceeding.

Overview

6. During his employment at the Dealer Member, Sinziana Vornicu ("Vornicu"), an Investment Representative, worked under the Respondent and another investment advisor. By 2018, Vornicu worked exclusively as an associate for the Respondent.

7. The Respondent managed client portfolios and provided investment advice to clients, while Vornicu assisted with client communication and documentation, executing trades, and other administrative tasks.

8. Over time, two of the Respondent's high net-worth clients expressed dissatisfaction with their investment returns. As a measure to maintain their business, the Respondent initiated a scheme where, with the assistance of Vornicu, clients would receive false portfolio values ("false values").

9. The false values sent to the two clients typically inflated the market value of their investments, and, in one instance for one client, misrepresented the names and quantities of certain securities that were held in that client's accounts.

10. Vornicu was primarily the individual that emailed the false values to the clients but did so at the Respondent's direction.

Client # 1

Bi-Weekly Emails and False Values

11. In approximately June 2021, Client # 1, who was in his mid-sixties at the time, requested that he be emailed, twice per week on Tuesdays and Thursdays, an updated summary of the total market value of his family's investments which included his personal and corporate accounts as well as the accounts of his spouse.

12. In early 2022, the value of Client # 1's investments began to decline. During this time, the Respondent directed Vornicu to send false values to Client # 1 as he feared the client's reaction.

13. To determine the false values, the Respondent, and at times Vornicu, would typically utilize the real market value of Client # 1's investments as a starting point and consider the prior investment information sent to him. Normally, the Respondent would then decide on a number which he believed would keep the client satisfied or not cause the client to grow suspicious.

14. Between May 2022 and November 2022, the discrepancies between the false values and the actual portfolio values sent to Client # 1 via email ranged from approximately $1.1 million (CAD) to over $2.2 million (CAD).

15. As an example, outlined below are portfolio values derived from the client's month-end account statements compared to the false portfolio values reported to the client in emails sent at approximately the same time.

Email Date	False Portfolio Value in CAD (Email)	Statement Date	Actual Portfolio Value in CAD (Statement)	Difference (CAD)
May 3, 2022	$11,053,808.69	30-Apr-22	$9,934,941.68	$1,118,867.01
May 31, 2022	$11,120,858.69	31-May-22	$9,741,635.83	$1,379,222.86
June 30, 2022	$11,112,398.69	30-Jun-22	$8,901,712.85	$2,210,685.84
August 2, 2022	$11,179,648.69	31-Jul-22	$9,786,220.64	$1,393,428.05
September 1, 2022	$11,247,489.69	31-Aug-22	$9,393,966.63	$1,853,523.06
September 29, 2022	$11,256,555.83	30-Sep-22	$9,023,062.99	$2,233,492.84
November 1, 2022	$10,674,555.83	31-Oct-22	$8,542,122.16	$2,132,433.67
November 29, 2022	$10,706,203.77	30-Nov-22	$8,465,521.75	$2,240,682.02

False Holdings

16. In addition to receiving updated portfolio values twice weekly, Client # 1 occasionally requested that he be sent a separate list of all securities held in the accounts, their market value, and other security specific information.

17. In July 2022, in response to Client # 1's request for a list of his portfolio holdings, the Respondent and Vornicu created a spreadsheet which overstated the quantities of certain securities, understated the quantities of other securities, and added securities that were not held in the accounts at all.

18. In one instance, the Respondent instructed Vornicu to remove a sizable holding, namely Lucid Group Inc., with a large unrealized loss from the list. Vornicu complied with the Respondent's request. This holding had a book value of approximately $1.3 million (USD) and a market value of approximately $950,000 (USD) as of July 2022.

Client # 2

Monthly Emails and False Values

19. In late 2021, Client # 2 communicated to the Respondent that he was disappointed with his investment returns and that if they did not improve, he would potentially switch to another advisor.

20. Client # 2, who was in his late forties at the relevant time, requested monthly updates that set out the value of his family's investments which included his personal and corporate accounts as well as the accounts of his spouse.

21. Commencing in July 2022, the Respondent and Vornicu began to produce, and subsequently send, PowerPoint slide decks to Client # 2 which contained bar charts intended to represent the month-end market values of the investments.

22. Between July 2022 and October 2022, the Respondent and Vornicu sent four separate monthly PowerPoint slide decks. At the Respondent's direction, the slide decks misrepresented the value of the investment accounts by increasing the market value of the portfolio materially higher than it actually was.

23. The discrepancies between the false values and the actual portfolio values, as recorded in the monthly portfolio statements, ranged from approximately $3.2 million (CAD) to over $7.4 million (CAD).

Month (2022)	False Portfolio Value in CAD (Email)	Actual Portfolio Value in CAD (Statement)	Difference (CAD)
January	$21,972,500	$17,725,229	$4,247,271
February	$21,290,641	$17,415,281	$3,875,360

March	$25,128,535	$21,880,718	$3,247,817
April	$24,353,718	$19,290,346	$5,063,372
May	$22,215,195	$17,869,844	$4,345,352
June	$22,897,157	$16,652,794	$6,244,363
July	$23,245,534	$18,381,285	$4,864,249
August	$23,878,160	$16,928,597	$6,949,563
September	$24,203,533	$16,709,217	$7,494,317

The Use of An Unapproved Communication Method

24. At all material times, the Dealer Member's policies affirmed that only electronic messaging channels approved and provided by the Dealer Member could be used for business work purposes.

25. While engaging in the misconduct, the Respondent and Vornicu typically communicated by a form of text messaging which had not been approved by the Dealer Member.

26. On numerous occasions throughout 2022, the Respondent and Vornicu utilized the unauthorized method of communication to consider how to misrepresent the portfolio information provided to Client # 1 and Client # 2.

27. Typically, Vornicu would send a message, via text, to the Respondent which set out either the previous account values sent to clients or accurate valuations of client portfolios. Normally, the Respondent would then reply with a new account value. Vornicu would subsequently email the false portfolio information to the clients.

28. During the material time, the Respondent also communicated with Client # 1 and Client # 2 using a form of text messaging which had not been approved by the Dealer Member.

Additional Factors

29. The Respondent's conduct was intentional and deceived clients.

30. The Respondent directed his associate to engage in the misconduct with him.

31. Clients # 1 and 2 were not able to make informed decisions about their investments and finances due to the misrepresentations made about their portfolio values.

32. The Respondent's misconduct continued for an extended period of time.

33. The Respondent has no prior history of regulatory misconduct.

34. The Respondent has indicated that he is remorseful for his misconduct.

35. The conduct noted here was limited to two of Mr. Munro's client households.

36. By entering into this Settlement Agreement, the Respondent has saved CIRO the time, resources, and expenses associated with conducting a full hearing on the allegations.

PART IV – CONTRAVENTIONS

37. By engaging in the conduct described above, the Respondent committed the following contraventions of CIRO requirements:

    (i) Between approximately May 2022 and November 2022, the Respondent provided false portfolio information to two clients, contrary to Investment Dealer Rule 1400; and

    (ii) Between approximately May 2022 and November 2022, the Respondent communicated with his associate and his clients using an unapproved communications method, contrary to the Dealer Member's policies and Investment Dealer Rule 1400.

PART V – TERMS OF SETTLEMENT

38. The Respondent agrees to the following sanctions and costs:

    (i) A fine in the amount of $100,000;

    (ii) Costs in the amount of $5,000; and

    (iii) A prohibition on registration approval with CIRO in any capacity for 5 years.

39. If this Settlement Agreement is accepted by the hearing panel, the Respondent agrees to pay the amounts referred to above immediately upon such acceptance, unless otherwise agreed between Enforcement Staff and the Respondent.

PART VI – STAFF COMMITMENT

40. If the hearing panel accepts this Settlement Agreement, Enforcement Staff will not initiate any further action against the Respondent in relation to the facts set out in Part III and the contraventions in Part IV of this Settlement Agreement, subject to the provisions of the paragraph below.

41. If the hearing panel accepts this Settlement Agreement and the Respondent fails to comply with any of the terms of this Settlement Agreement, Enforcement Staff may bring proceedings under Investment Dealer Rule 8200 against the Respondent. These proceedings may be based on, but are not limited to, the facts set out in Part III of this Settlement Agreement.

PART VII – PROCEDURE FOR ACCEPTANCE OF SETTLEMENT

42. This Settlement Agreement is conditional on acceptance by the hearing panel.

43. This Settlement Agreement shall be presented to a hearing panel at a settlement hearing in accordance with sections 8215 and 8428 of the Investment Dealer Rules, in addition to any other procedures that may be agreed upon between the parties.

44. Enforcement Staff and the Respondent agree that this Settlement Agreement will form all the agreed facts that will be submitted at the settlement hearing, unless the parties agree that additional facts should be submitted at the settlement hearing. If the Respondent does not appear at the settlement hearing, Staff may disclose additional relevant facts, if requested by the hearing panel.

45. If the hearing panel accepts this Settlement Agreement, the Respondent agrees to waive all rights under the Rules of CIRO and any applicable legislation to any further hearing, appeal and review.

46. If the hearing panel rejects this Settlement Agreement, Enforcement Staff and the Respondent may enter into another settlement agreement or Enforcement Staff may proceed to a disciplinary hearing based on the same or related allegations.

47. The terms of this Settlement Agreement are confidential unless and until this Settlement Agreement has been accepted by the hearing panel.

48. This Settlement Agreement will become available to the public upon its acceptance by the hearing panel and CIRO will post a copy of this Settlement Agreement on the CIRO website. CIRO will publish a notice and news release of the facts, contraventions, and the sanctions agreed upon in this Settlement Agreement and the hearing panel's written reasons for its decision to accept this Settlement Agreement.

49. If this Settlement Agreement is accepted, the Respondent agrees that neither they nor anyone on their behalf, will make a public statement inconsistent with this Settlement Agreement.

50. This Settlement Agreement is effective and binding upon the Respondent and Enforcement Staff as of the date of its acceptance by the hearing panel.

PART VIII – EXECUTION OF SETTLEMENT AGREEMENT

51. This Settlement Agreement may be signed in one or more counterparts which together will constitute a binding agreement.

52. An electronic copy of any signature will be treated as an original signature.

DATED this "27" day of "January", 2025.

"Witness"
Witness

"Andrew Munro"
Respondent

"Michael A. M. Mantle"
Michael A. M. Mantle
Enforcement Counsel on behalf of
Enforcement Staff of the
Canadian Investment Regulatory
Organization

The Settlement Agreement is hereby accepted this "5" day of "February", 2025 by the following Hearing panel:

Per: "Barry Bresner"
Chair

Per: "Colleen Wright"
Industry Member

Per: "Christopher Hill"
Industry Member

[1] The Canadian Investment Regulatory Organization ("CIRO") has adopted interim rules that incorporate the pre-amalgamation regulatory requirements contained in the rules and policies of IIROC and the by-law, rules and policies of the MFDA (the "Interim Rules"). The Interim Rules include (i) the Investment Dealer and Partially Consolidated Rules, (ii) the UMIR and (iii) the Mutual Fund Dealer Rules. These rules are largely based on the rules of IIROC and the rules and certain by-laws and policies of the MFDA that were in force immediately prior to amalgamation. Where the rules of IIROC and the rules and by-laws and policies of the MFDA that were in force immediately prior to amalgamation have been incorporated into the Interim Rules, Enforcement Staff have referenced the relevant section of the Interim Rules.
Section 1105 (Transitional provision) of the Investment Dealer and Partially Consolidated Rules sets out CIRO's continuing jurisdiction, including that CIRO shall continue the regulation of any person subject to the jurisdiction of the Investment Industry Regulatory Organization of Canada that was formerly conducted by the Investment Industry Regulatory Organization of Canada.