



Mutual Fund Dealers Association of Canada
Association canadienne des courtiers de fonds mutuels

**IN THE MATTER OF A SETTLEMENT HEARING
PURSUANT TO SECTION 24.4 OF BY-LAW NO. 1 OF
THE MUTUAL FUND DEALERS ASSOCIATION OF CANADA**

Re: Bradley Stafford Blake

Heard: September 27, 2018 in Toronto, Ontario

Decision: September 27, 2018

Reasons for Decision: December 7, 2018

REASONS FOR DECISION

Hearing Panel of the Central Regional Council:

Paul M. Moore, QC
Kenneth P. Mann
Joseph Yassi

Chair
Industry Representative
Industry Representative

Appearances:

Thomas Ng)	Enforcement Counsel for the Mutual Fund
)	Dealers Association of Canada
)	
)	
Michael Byers and)	Counsel for the Respondent
Alexandra Grishanova)	
)	
Bradley Stafford Blake)	Respondent, in person
)	
)	

Background

1. The Hearing Panel accepted the settlement agreement dated June 27, 2018 (“Settlement Agreement”) between the staff of the MFDA and Bradley Stafford Blake (“Respondent”). A copy of the Settlement Agreement is attached to these Reasons as Appendix “A”. The agreed facts are set out in Section III of the Settlement Agreement.

Contraventions

2. The Respondent admitted that:
- a) between September 2010 and January 2017, he obtained, possessed, and in at least some instances used to process transactions, 36 pre-signed account forms in respect of 10 clients, contrary to MFDA Rule 2.1.1; and
 - b) between September 2010 and January 2017, he, in his capacity as branch manager, reviewed and approved the use of 36 pre-signed account forms, contrary to MFDA Rules 2.5.5(f) and 2.1.1.

Agreed penalties

3. The agreed penalties were: i) a fine of \$12,500, payable in instalments; ii) a 6 month prohibition from acting as a branch manager; and iii) a costs award of \$2,500.

Considerations

4. The Hearing Panel determined that it had to be satisfied regarding three considerations before it could accept the Settlement Agreement. First, the agreed penalty had to be within an acceptable range taking into account similar cases. Secondly, the agreed penalty had to be fair and reasonable (i.e. proportional to the seriousness of the contravention and taking into consideration other relevant circumstances) and should appear to be so to members of the public and industry. Thirdly, the agreed penalty should serve as a deterrent to the Respondent and to industry. To be satisfied on these three considerations required an understanding of the particular facts of the case, the circumstances of the Respondent, and the impact on the Respondent of the agreed penalty.

Nature of the Misconduct

5. Obtaining, possessing, and using pre-signed account forms and approving the use of such forms as branch manager are conduct contrary to the referenced rules.

Other considerations in determining acceptability of agreed penalties

6. There was no evidence that the Respondent received any financial benefit from engaging in the misconduct beyond any commissions and fees that he would normally be entitled to receive if the transactions had been carried out in the proper manner.

7. There was no evidence of client loss or lack of client authorization.

8. The Respondent has not previously been subject to MFDA disciplinary proceedings.

9. By entering into the Settlement Agreement, the Respondent has accepted responsibility for his misconduct and avoided the necessity of the MFDA incurring the time and expense of conducting a full disciplinary hearing.

10. The agreed penalties are within the recommendations of the MFDA penalty guidelines and the reasonable range of appropriateness with regard to MFDA decisions submitted to us by staff and Respondent's counsel, made by MFDA Hearing Panels in similar circumstances. They are fair and reasonable and will serve as a specific and general deterrent.

Costs

11. The costs award is reasonable.

Conclusion

12. We concluded that the Settlement Agreement was in the public interest and, consequently, we accepted it.

DATED this 7th day of December, 2018.

“Paul M. Moore”

Paul M. Moore, QC
Chair

“Kenneth P. Mann”

Kenneth P. Mann
Industry Representative

“Joseph Yassi”

Joseph Yassi
Industry Representative

DM 642770



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Re: Bradley Stafford Blake

SETTLEMENT AGREEMENT

I. INTRODUCTION

1. Staff of the Mutual Fund Dealers Association of Canada ("Staff") and the Respondent, Bradley Stafford Blake (the "Respondent"), consent and agree to settlement of this matter by way of this agreement (the "Settlement Agreement").
2. Staff conducted an investigation of the Respondent's activities which disclosed activity for which the Respondent could be penalized on the exercise of the discretion of the Hearing Panel pursuant to s. 24.1 of By-law No. 1.

II. JOINT SETTLEMENT RECOMMENDATION

3. Staff and the Respondent jointly recommend that the Hearing Panel accept the Settlement Agreement.
4. The Respondent admits to the following violations of the By-laws, Rules or Policies of the Mutual Fund Dealers Association of Canada ("MFDA"):

- a) between September 2010 and January 2017, the Respondent obtained, possessed and, in some instances, used to process transactions, 36 pre-signed account forms in respect of 10 clients, contrary to MFDA Rule 2.1.1; and
- b) between September 2010 and January 2017, the Respondent, in his capacity as branch manager, reviewed and approved the use of 36 pre-signed account forms, contrary to MFDA Rules 2.5.5(f)¹ and 2.1.1.

5. Staff and the Respondent agree and consent to the following terms of settlement:

- a) the Respondent shall pay a fine in the amount of \$12,500 upon acceptance of the Settlement Agreement (the “Fine”), pursuant to s. 24.1.1(b) of MFDA By-law No. 1;
- b) the Respondent shall be prohibited from acting as a branch manager for a period of 6 months, commencing the date of the order of the Hearing Panel accepting the Settlement Agreement pursuant s. 24.1.1(e) of MFDA By-law No. 1;
- c) the Respondent shall pay costs in the amount of \$2,500 upon acceptance of the Settlement Agreement (“Costs”), pursuant to s. 24.2 of MFDA By-law No. 1;
- d) the Respondent’s payment of the Fine and Costs shall be made in certified funds and received by the MFDA as follows:
 - i. Costs upon acceptance of the Settlement Agreement by the Hearing Panel;
 - ii. \$4,000 (Fine) on or before the last business day of the third month from the date of the order of the Hearing Panel accepting the Settlement Agreement;
 - iii. \$4,000 (Fine) on or before the last business day of the sixth month from the date of the order of the Hearing Panel accepting the Settlement Agreement;
 - iv. \$4,500 (Fine) on or before the last business day of the ninth month from the date of the order of the Hearing Panel accepting the Settlement Agreement;
- e) the Respondent shall in the future comply with MFDA Rules 2.1.1 and 2.5.5; and
- f) the Respondent will attend in person, on the date set for the Settlement Hearing.

¹ Rule 2.5.5(f) has been renumbered during the period of the Respondent’s conduct described in this Settlement Agreement. Prior to September 2013, the Respondent’s conduct was contrary to MFDA Rule 2.5.5(d).

6. Staff and the Respondent agree to the settlement on the basis of the facts set out in Part III herein and consent to the making of an Order in the form attached as Schedule “A”.

III. AGREED FACTS

Registration History

7. Since 1993, the Respondent has been registered in Ontario as a mutual fund salesperson (now known as a Dealing Representative) with PFSL Investments Canada Ltd. (“PFSL”), a Member of the MFDA.

8. Between 2009 and June 2017, PFSL designated the Respondent as a branch manager.

9. At all material times, the Respondent conducted business in the Toronto, Ontario area.

Pre-Signed Account Forms

10. Between September 2010 and January 2017, the Respondent obtained, possessed and, in some instances, used to process transactions, 36 pre-signed account forms in respect of 10 clients.

11. The pre-signed account forms consisted of redemption forms.

12. The Respondent states that he used the pre-signed account forms for client convenience.

Approval of Pre-Signed Account Forms

13. Between September 2010 and January 2017, the Respondent, in his capacity as branch manager, reviewed and approved the use of the 36 pre-signed account forms described above, and submitted the account forms to PFSL for processing.

PFSL’s Investigation

14. On January 31, 2017, during the course of a branch audit, PFSL identified some of the pre-signed account forms that are the subject of this Settlement Agreement. As a result of its findings

PFSL conducted a further review of client files serviced by the Respondent and identified the remaining account forms described in the Settlement Agreement.

15. PFSL sent a letter to the 10 clients for whom the Respondent obtained the pre-signed account forms and to an additional 25 clients in order to determine whether the Respondent had engaged in unauthorized trading. No clients reported any concerns.

16. On June 12, 2017, PFSL removed the Respondent's designation as branch manager.

Additional Factors

17. There is no evidence that the Respondent received any benefit, including commissions or fees for the conduct set out above.

18. There is no evidence of client loss or lack of authorization for the underlying transactions.

19. There is no evidence that the Respondent has been the subject of a client complaint while registered with PFSL.

20. The Respondent has not previously been the subject of MFDA disciplinary proceedings.

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

IV. ADDITIONAL TERMS OF SETTLEMENT

22. This settlement is agreed upon in accordance with section 24.4 of MFDA By-law No. 1 and Rules 14 and 15 of the MFDA Rules of Procedure.

23. The Settlement Agreement is subject to acceptance by the Hearing Panel which shall be sought at a hearing (the "Settlement Hearing"). At, or following the conclusion of, the Settlement Hearing, the Hearing Panel may either accept or reject the Settlement Agreement. MFDA Settlement Hearings are typically held in the absence of the public pursuant to section 20.5 of MFDA By-law No. 1 and Rule 15.2(2) of the MFDA Rules of Procedure. If the Hearing Panel accepts the Settlement Agreement, then the proceeding will become open to the public and a copy

of the decision of the Hearing Panel and the Settlement Agreement will be made available at www.mfda.ca.

24. The Settlement Agreement shall become effective and binding upon the Respondent and Staff as of the date of its acceptance by the Hearing Panel. Unless otherwise stated, any monetary penalties and costs imposed upon the Respondent are payable immediately, and any suspensions, revocations, prohibitions, conditions or other terms of the Settlement Agreement shall commence, upon the effective date of the Settlement Agreement.

25. Staff and the Respondent agree that if this Settlement Agreement is accepted by the Hearing Panel:

- a) the Settlement Agreement will constitute the entirety of the evidence to be submitted respecting the Respondent in this matter;
- b) the Respondent waives any rights to a full hearing, a review hearing before the Board of Directors of the MFDA or any securities commission with jurisdiction in the matter under its enabling legislation, or a judicial review or appeal of the matter before any court of competent jurisdiction;
- c) Staff will not initiate any proceeding under the By-laws of the MFDA against the Respondent in respect of the contraventions described in this Settlement Agreement. Nothing in this Settlement Agreement precludes Staff from investigating or initiating proceedings in respect of any contraventions that are not set out in this Settlement Agreement. Furthermore, nothing in this Settlement Agreement shall relieve the Respondent from fulfilling any continuing regulatory obligations;
- d) the Respondent shall be deemed to have been penalized by the Hearing Panel pursuant to s. 24.1.2 of By-law No. 1 for the purpose of giving notice to the public thereof in accordance with s. 24.5 of By-law No. 1; and
- e) neither Staff nor the Respondent will make any public statement inconsistent with this Settlement Agreement. Nothing in this section is intended to restrict the Respondent from making full answer and defence to any civil or other proceedings against the Respondent.

26. If, for any reason, this Settlement Agreement is not accepted by the Hearing Panel, each of Staff and the Respondent will be entitled to any available proceedings, remedies and challenges, including proceeding to a disciplinary hearing pursuant to sections 20 and 24 of By-law No. 1, unaffected by the Settlement Agreement or the settlement negotiations.

27. Staff and the Respondent agree that the terms of the Settlement Agreement, including the attached Schedule “A”, will be released to the public only if and when the Settlement Agreement is accepted by the Hearing Panel.

28. The Settlement Agreement may be signed in one or more counterparts which together shall constitute a binding agreement. A facsimile copy of any signature shall be effective as an original signature.

DATED this 27th day of June, 2018.

“Bradley Blake”

Bradley Stafford Blake

“MA”

Witness – Signature

MA

Witness – Print Name

“Shaun Devlin”

Shaun Devlin
Staff of the MFDA
Per: Shaun Devlin
Senior Vice-President,
Member Regulation – Enforcement

Schedule “A”

**Order
File No.**



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Re: Bradley Stafford Blake

ORDER

(ARISING FROM SETTLEMENT HEARING ON SEPTEMBER 27, 2018)

WHEREAS on [date], the Mutual Fund Dealers Association of Canada (the “MFDA”) issued a Notice of Settlement Hearing pursuant to section 24.4 of By-law No. 1 in respect of Bradley Stafford Blake (the “Respondent”);

AND WHEREAS the Respondent entered into a settlement agreement with Staff of the MFDA, dated [date] (the “Settlement Agreement”), in which the Respondent agreed to a proposed settlement of matters for which the Respondent could be disciplined pursuant to ss. 20 and 24.1 of By-law No. 1;

AND WHEREAS the Hearing Panel is of the opinion that:

- a) between September 2010 and January 2017, the Respondent obtained, possessed and, in some instances, used to process transactions, 36 pre-signed account forms in respect of 10 clients, contrary to MFDA Rule 2.1.1; and

- b) between September 2010 and January 2017, the Respondent, in his capacity as branch manager, reviewed and approved the use of 36 pre-signed account forms, contrary to MFDA Rules 2.5.5(f) (see footnote 1) and 2.1.1;

IT IS HEREBY ORDERED THAT the Settlement Agreement is accepted, as a consequence of which:

1. The Respondent shall pay a fine in the amount of \$12,500 upon acceptance of the Settlement Agreement (the “Fine”), pursuant to s. 24.1.1(b) of MFDA By-law No. 1;
2. The Respondent shall be prohibited from acting as a branch manager for a period of 6 months, commencing the date of the order of the Hearing Panel accepting the Settlement Agreement, pursuant s. 24.1.1(e) of MFDA By-law No. 1;
3. The Respondent shall pay costs in the amount of \$2,500 upon acceptance of the Settlement Agreement (“Costs”), pursuant to s. 24.2 of MFDA By-law No. 1;
4. The Respondent’s payment of the Fine and Costs shall be made in certified funds and received by the MFDA as follows:
 - a) Costs upon acceptance of the Settlement Agreement by the Hearing Panel;
 - b) \$4,000 (Fine) on or before the last business day of [month and year to be inserted];
 - c) \$4,000 (Fine) on or before the last business day of [month and year to be inserted];
 - d) \$4,500 (Fine) on or before the last business day of [month and year to be inserted];
5. The Respondent shall in the future comply with MFDA Rules 2.1.1 and 2.5.5;
6. The Respondent will attend in person, on the date set for the Settlement Hearing; and
7. If at any time a non-party to this proceeding, with the exception of the bodies set out in section 23 of MFDA By-law No. 1, requests production of or access to exhibits in this proceeding that contain personal information as defined by the MFDA Privacy Policy, then the MFDA Corporate Secretary shall not provide copies of or access to the requested exhibits to the non-party

without first redacting from them any and all personal information, pursuant to Rules 1.8(2) and (5) of the MFDA *Rules of Procedure*.

DATED this [day] day of [month], 20[].

Per: _____
[Name of Public Representative], Chair

Per: _____
[Name of Industry Representative]

Per: _____
[Name of Industry Representative]