



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: Pierre George Louis Boucher

Heard: November 30, 2017 in Toronto, Ontario

Decision: November 30, 2017

Reasons for Decision: December 8, 2017

REASONS FOR DECISION

Hearing Panel of the Central Regional Council:

Paul M. Moore, QC	Chair
Brigitte J. Geisler	Industry Representative
Guenther W. K. Kleberg	Industry Representative

Appearances:

Sarah Glickman)	Counsel for the Mutual Fund Dealers
)	Association of Canada
)	
Ashley Thomassen)	Counsel for the Respondent
)	
Pierre George Louis Boucher)	Respondent, in person
)	

Settlement Agreement

1. The Hearing Panel accepted the settlement agreement dated April 13, 2017 (“Settlement Agreement”) between the staff of the MFDA and Pierre George Louis Boucher (“Respondent”). A copy of the Settlement Agreement is attached to these reasons as Schedule “1”. The agreed facts are set out in section III of the agreement.

Contraventions

2. The Respondent admitted that:

- a) between June 11, 2014 and March 9, 2015, he, or his assistant for whom he was responsible:
 - i. photocopied the client signature page from a previously completed account form, attached it to a new account form, and used the form to process a transaction, contrary to MFDA Rule 2.1.1; and
 - ii. cut a client’s signature from a previously completed account form, pasted it onto a new account form, and used the form to process a transaction, contrary to MFDA Rule 2.1.1;
- b) between August 22, 2013 and May 22, 2015, he, or his assistant for whom he was responsible, altered information on three (3) account forms in respect of four (4) clients without having the clients initial the alterations, and used the account forms to process transactions, contrary to MFDA Rule 2.1.1; and
- c) between September 2010 and July 2015, he, or his assistant for whom he was responsible, obtained, possessed, and in some instances, used to process transactions, 27 pre-signed account forms in respect of 19 clients, contrary to MFDA Rule 2.1.1.

Agreed penalties

3. The agreed penalties were: i) a fine of \$12,500; and ii) 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 to process transactions pre-signed account forms and falsifying forms is conduct contrary to MFDA Rule 2.1.1.

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 authorization.

8. On November 23, 2015, the Respondent's Member warned him and on December 1, 2015 placed him under one year of close supervision. No issues have arisen out of the close supervision period.

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

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

11. 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, made by MFDA Hearing Panels in similar circumstances. They are fair and reasonable and will serve as a specific and general deterrent.

Costs

12. The costs award is reasonable.

Conclusion

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

DATED this 8th day of December, 2017.

“Paul M. Moore”

Paul M. Moore, QC
Chair

“Brigitte J. Geisler”

Brigitte J. Geisler
Industry Representative

“Guenther W. K. Kleberg”

Guenther W. K. Kleberg
Industry Representative

DM 587446

Schedule “1” Settlement Agreement

File No. 201744



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: Pierre George Louis Boucher

SETTLEMENT AGREEMENT

I. INTRODUCTION

1. Staff of the Mutual Fund Dealers Association of Canada (“Staff”) and the Respondent, Pierre George Louis Boucher (“Respondent”), consent and agree to settlement of this matter by way of this agreement (“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 MFDA:

- a) between June 11, 2014 and March 9, 2015, the Respondent, or his assistant for whom he was responsible:
 - i. photocopied the client signature page from a previously completed account form, attached it to a new account form, and used the form to process a transaction, contrary to MFDA Rule 2.1.1; and
 - ii. cut a client's signature from a previously completed account form, pasted it onto a new account form, and used the form to process a transaction, contrary to MFDA Rule 2.1.1;
- b) between August 22, 2013 and May 22, 2015, the Respondent, or his assistant for whom he was responsible, altered information on 3 account forms in respect of 4 clients without having the clients initial the alterations, and used the account forms to process transactions, contrary to MFDA Rule 2.1.1; and
- c) between September 2010 and July 2015, the Respondent, or his assistant for whom he was responsible, obtained, possessed and, in some instances, used to process transactions, 27 pre-signed account forms in respect of 19 clients, contrary to MFDA Rule 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 pursuant to s. 24.1.1(b) of MFDA By-law No. 1;
- b) the Respondent shall pay costs in the amount of \$2,500 pursuant to s. 24.2 of MFDA By-law No. 1;
- c) the Respondent shall in the future comply with MFDA Rule 2.1.1; and
- d) the Respondent will attend by teleconference on the date set for the Settlement Hearing.

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 1999, the Respondent has been registered in Ontario as a mutual fund salesperson with Sun Life Investment Services (Canada) Inc. (“Sun Life”)¹, a Member of the MFDA. Since about 2009, the Respondent has also been registered in Quebec.

8. At all material times, the Respondent conducted business in the Ottawa, Ontario area.

9. At all material times, the Respondent conducted business with the support of an unregistered assistant. The Respondent was responsible for the actions of his assistant.

Re-Using Client Signatures

10. At all material times, client IR and client SD were clients of Sun Life whose accounts were serviced by the Respondent.

11. On or about June 11, 2014, the Respondent, or his assistant for whom he was responsible, photocopied the client signature page from a previously completed account form signed by client IR, attached it to a new account form, and used the form to process a transaction.

12. On or about March 9, 2015, the Respondent, or his assistant for whom he was responsible, cut client SD’s signature from a previously completed account form, pasted it onto a new account form, and used the form to process a transaction.

¹ On June 25, 2005, Clarica Investo Inc. changed its name to Sun Life.

13. There is no evidence that clients IR and SD did not authorize the transactions described above.

Altered Account Forms

14. Between August 22, 2013 and May 22, 2015, the Respondent, or his assistant for whom he was responsible, altered information on 3 account forms in respect of 4 clients without having the clients initial the alterations.

15. The altered account forms consisted of a pre-authorized contribution agreement form, a signature form for electronic applications, and an order ticket.

Pre-Signed Account Forms

16. At all material times, Sun Life's policies and procedures prohibited its Approved Persons, including the Respondent, from obtaining and using pre-signed account forms.

17. Between September 2010 and July 2015, the Respondent, or his assistant for whom he was responsible, obtained, possessed and, in some instances, used to process transactions, 27 pre-signed account forms in respect of 19 clients.

18. The pre-signed account forms included transfer authorization forms, know-your-client forms, and order forms.

Sun Life's Investigation

19. In or around September 2015, during the course of a review of the Respondent's assistant's email, Sun Life identified several of the account forms that are the subject of this Settlement Agreement.

20. As part of its investigation, Sun Life reviewed all client files serviced by the Respondent and identified the remainder of the account forms in that are the subject of this Settlement Agreement.

21. On November 6, 2015, Sun Life sent letters to all clients serviced by the Respondent in order to determine whether the Respondent engaged in unauthorized trading. No clients raised any concerns in response to the letters.

22. On November 23, 2015, Sun Life issued a warning letter to the Respondent.

23. On December 1, 2015, Sun Life placed the Respondent under close supervision for one year. No issues have arisen out of this close supervision period.

24. The Respondent states that he has hired a new assistant.

Additional Factors

25. There is no evidence that the Respondent received any financial benefit from engaging in the misconduct described above other than the commissions or fees he would ordinarily be entitled to had the transactions been completed in the proper manner.

26. There is no evidence of client loss or lack of authorization.

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

28. 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

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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 13th day of April, 2017.

“Pierre George Louis Boucher”

Pierre George Louis Boucher

“SC”

Witness – Signature

SC

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. 201744



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: Pierre George Louis Boucher

ORDER

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

AND WHEREAS the Respondent entered into a settlement agreement with Staff of the MFDA, dated [date] (“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 June 11, 2014 and March 9, 2015, the Respondent, or his assistant for whom he was responsible:

- i. photocopied the client signature page from a previously completed account form, attached it to a new account form, and used the form to process a transaction, contrary to MFDA Rule 2.1.1; and
 - ii. cut a client's signature from a previously completed account form, pasted it onto a new account form, and used the form to process a transaction, contrary to MFDA Rule 2.1.1;
- b) between August 22, 2013 and May 22, 2015, the Respondent, or his assistant for whom he was responsible, altered information on 3 account forms in respect of 4 clients without having the clients initial the alterations, contrary to MFDA Rule 2.1.1; and
- c) between September 2010 and July 2015, the Respondent, or his assistant for whom he was responsible, obtained, possessed and, in some instances, used to process transactions, 27 pre-signed account forms in respect of 19 clients, contrary to MFDA Rule 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 pursuant to s. 24.1.1(b) of MFDA By-law No. 1;
2. The Respondent shall pay costs in the amount of \$2,500 pursuant to s. 24.2 of MFDA By-law No. 1;
3. The Respondent shall in the future comply with MFDA Rule 2.1.1; and
4. 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]