



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: Saied Jamshidi

Heard: April 3, 2018 in Vancouver, British Columbia

Decision: April 3, 2018

Reasons for Decision: June 5, 2018

REASONS FOR DECISION

Hearing Panel of the Pacific Regional Council:

The Hon. Thomas R. Braidwood, QC	Chair
Darlene Barker	Industry Representative
Holly Millar	Industry Representative

Appearances:

Christopher Corsetti)	Counsel for the Mutual Fund Dealers
)	Association of Canada
)	
Joven Narwal)	Counsel for the Respondent
)	
)	
Saied Jamshidi)	Respondent, in Person
)	

1. This hearing was duly constituted by the Mutual Fund Dealers Association of Canada (“MFDA”) to consider a settlement agreement dated November 16, 2017 (“Settlement Agreement”), between the MFDA and Saied Jamshidi (“Respondent”).

2. The Settlement Agreement contains certain allegations, which allegations by the terms of the agreement the Respondent admits. These allegations are as follows:

- a) on December 3, 2015, the Respondent signed the signature of one client on one account form and submitted the form to the Member for processing, contrary to MFDA Rule 2.1.1; and
- b) on December 4, 2015, the Respondent falsely represented to his assistant branch manager that a client had attended at the branch and signed an account form, contrary to MFDA Rule 2.1.1.

3. Further, the Respondent agreed:

- a) he shall pay a fine in the amount of \$5,000.00, pursuant to section 24.1.1(b) of By-law No. 1;
- b) he shall pay costs in the amount of \$2,500.00, pursuant to section 24.2 of By-law No. 1;
- c) he shall in the future comply with MFDA Rule 2.1.1; and
- d) he will attend in person, on the date set for the Settlement Hearing.

Agreed Facts

Registration History

4. The Respondent has been registered in the securities industry since 2001.

5. Between January 5, 2011 and February 16, 2016, the Respondent was registered in British Columbia as a dealing representative with BMO Investments Inc. (“BMO”), a Member of MFDA.

6. On February 16, 2016, the Respondent was terminated by BMO for the events described herein.

7. The Respondent is not currently registered in the securities industry in any capacity.

8. At all material times the Respondent carried on business in West Vancouver, British Columbia.

The Respondent Signed the Signature of a Client

9. At all material times, BMO prohibited its Approved Persons from signing client signatures.

10. At all material times, client X was a client of BMO whose accounts were serviced by the Respondent.

11. In or about December 2015, client X contacted the Respondent and requested that he process a redemption from her account (“Redemption Form”). On December 3, 2015, client X was scheduled to attend the branch in order to sign the Redemption Form, but was unable to attend at the branch, and instead called the general line at the Respondent’s branch to arrange for the Redemption Form to be faxed to her for signing.

12. On December 3, 2015, in response to client X’s request, the Respondent’s assistant branch manager (“ABM”) faxed the Redemption Form to client X to sign and return to the branch.

13. The Respondent was unaware that client X had called the branch and requested the Redemption Form to be sent to her for signing. The Respondent states that when client X did not attend the branch as scheduled, he attempted to contact her, but was unsuccessful.

14. On December 3, 2015, the Respondent signed the signature of client X on the Redemption Form and submitted it to BMO for processing.

False Representation to the Member

15. On December 4, 2015, the Respondent's ABM was conducting daily trade review and she identified the Redemption Form, containing client X's original signature. The Respondent's ABM then called client X and left a voice message inquiring about the signed Redemption Form. The ABM then emailed the Respondent to inquire whether client X attended the branch to sign the Redemption Form.

16. On December 4, 2015, client X advised the ABM that she did not attend the branch to sign the Redemption Form.

17. On December 4, 2015, the Respondent emailed the ABM and falsely advised that client X attended the branch and signed the Redemption Form.

18. On December 7, 2015, the following business day, the Respondent approached his branch manager and advised that he had signed client X's signature on the Redemption Form.

19. The following are some mitigating factors that differentiate this case from other cases and which, in our unanimous opinion, makes a \$5,000.00 fine appropriate:

- a) through 17 years in the industry, this is the Respondent's first MFDA disciplinary proceeding;
- b) the misconduct occurred during a short period of time, Thursday and Friday, December 3 and 4, 2015;
- c) on Monday, December 7, 2015, the first business day back to work, the Respondent approached his branch manager and voluntarily disclosed that he falsified the client's signature, this point is emphasized because it shows the Respondent was willing to admit to the misconduct and take responsibility for it;
- d) there is no evidence of client loss and no client complaint;
- e) there is no evidence that the redemption was unauthorized;
- f) the Respondent was terminated by BMO for the events; and
- g) the Respondent is not currently registered in the securities industry.

20. MFDA Rule 2.1.1 prescribes the standard of conduct applicable to registrants in the mutual fund industry. The Rule requires that each Member and Approved Person: deal fairly, honestly, and in good with faith with clients; observe high standards of ethics and conduct in the transaction of business; and refrain from engaging in any business conduct or practice which is unbecoming or detrimental to the public interest.

Excerpts of the MFDA Rules, Policies and By-law No.1, MFDA Staff's BOA,
Tab 1.

21. We have been referred to the Penalty Guidelines, which the submissions here are consistent with, together with various cases. The cases we have been referred to are:

- a) *Re: Kelvin Donald Byce* [2013] MFDA File No. 201311 Hearing Panel of the Central Regional Council
- b) *Re: Derrick Foley* [2016] MFDA File No. 201547 Hearing Panel of the Central Regional Council
- c) *Re: Peter Chi Yan Pang* [2016] MFDA File No. 201563 Hearing Panel of the Pacific Regional Council
- d) *Re: Dong Hwan (Jack) Lee* [2017] MFDA File No. 201534 Hearing Panel of the Atlantic Regional Council
- e) *Re: Mohammed Yaasir Husain* [2016] MFDA File No. 201556 Hearing Panel of the Pacific Regional Council
- f) *Re: Kathryn Dee Nokony* [2016] MFDA File No. 201663 Hearing Panel of the Pacific Regional Council

22. We have considered the above cases, and noted their similarities and dissimilarities. The proposed penalties do conform with the above authorities.

23. After considering all of the above circumstances, the facts, the mitigating features, the law and the rules, we are unanimously of the view that the Settlement Agreement should be confirmed, and accordingly we order that:

- a) the Respondent shall pay a fine in the amount of \$5,000.00, pursuant to section 24.1.1(b) of By-law No. 1;
- b) the Respondent shall pay costs in the amount of \$2,500.00, pursuant to section 24.2 of By-law No. 1; and
- c) the Respondent shall in the future comply with MFDA Rule 2.1.1.

DATED this 5th day of June, 2018.

“Thomas R. Braidwood”

The Hon. Thomas R. Braidwood, QC
Chair

“Darlene Barker”

Darlene Barker
Industry Representative

“Holly Millar”

Holly Millar
Industry Representative

DM 614308