



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: Robyn Courtney Kee

Heard: March 31, 2020 by electronic hearing in Toronto, Ontario

Decision: March 31, 2020

Reasons for Decision: October 13, 2020

REASONS FOR DECISION

Hearing Panel of the Central Regional Council:

Paul M. Moore, QC
Rob Christianson
Kenneth P. Mann

Chair
Industry Representative
Industry Representative

Appearances:

Sarah Glickman)	Enforcement Counsel for the Mutual Fund
)	Dealers Association of Canada
)	
)	
Robyn Courtney Kee)	Respondent, in attendance
)	
)	

Settlement Agreement

1. The Hearing Panel accepted the settlement agreement dated March 5, 2020 (“Settlement Agreement”) between the staff of the MFDA (“Staff”) and Robyn Courtney Lee (“Respondent”) at an electronic settlement hearing held in accordance with MFDA rules for an electronic hearing.
2. 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 Settlement Agreement.

Contraventions

3. The Respondent admitted that between October 2017 and October 2018, the Respondent:
 - a) cut and pasted one client signature from a previously completed account form onto a new account form; and
 - b) on five occasions, photocopied the signature page from a previously completed account form and attached it to a new account form,and submitted the new account forms to the Member for processing, contrary to MFDA Rule 2.1.1.

Agreed penalties

4. Under the terms of the Settlement Agreement, the Respondent:
 - a) is prohibited from conducting securities related business in any capacity while in the employ of or associated with a Member of the MFDA for a period of 6 months, pursuant to s. 24(e) of MFDA By-law No.1;
 - b) will pay costs in the amount of \$2,500 in certified funds upon acceptance of the Settlement Agreement, pursuant to s. 24.2 of MFDA By-law No.1 in installments as follows:
 - i) \$500 upon acceptance of this Settlement Agreement by the Hearing Panel;
 - ii) \$333.33, on or before the last business day of the second month following the acceptance of the Settlement Agreement by the Hearing Panel;

- iii) \$333.33, on or before the last business day of the fourth month following the acceptance of the Settlement Agreement by the Hearing Panel;
 - iv) \$333.33, on or before the last business day of the sixth month following the acceptance of the Settlement Agreement by the Hearing Panel;
 - v) \$333.33, on or before the last business day of the eighth month following the acceptance of the Settlement Agreement by the Hearing Panel;
 - vi) \$333.33, on or before the last business day of the tenth month following the acceptance of the Settlement Agreement by the Hearing Panel; and
 - vii) \$333.33, on or before the last business day of the twelfth month following the acceptance of the Settlement Agreement by the Hearing Panel;
- c) the Respondent will 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.

Considerations

5. 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.

Misconduct

6. The Hearing Panel determined that the alleged misconduct was in contravention of MFDA Rule 2.1.1.

Other considerations in determining acceptability of agreed penalties

7. There was no evidence that the Respondent received any benefit from the conduct set out above beyond the commissions or fees she would ordinarily be entitled to receive had the transactions been carried out in the proper manner.
8. There was no evidence of client complaints, client loss or lack of authorization for the underlying transactions.
9. The Respondent stated that she is impecunious and unable to contribute any additional amounts towards a fine in this matter. The Respondent acknowledged that absent her limited ability to pay, her conduct would have merited a penalty that included a fine.
10. The Respondent is no longer registered in the securities industry in any capacity.
11. The Respondent has not previously been the subject of MFDA disciplinary proceedings.
12. 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.
13. While ordinarily the Respondent's misconduct would warrant a financial penalty, the six month prohibition is appropriate given the Respondent's financial circumstances. The Respondent stated that she is impecunious and unable to pay a fine. The MFDA Sanction Guidelines note that ability to pay may be a consideration in determining the appropriate sanction to impose. The proposed penalty recognizes the Respondent's limited financial means and the fact that her cooperation with the MFDA has saved the time, resources and expenses associated with conducting a full hearing on the allegations, while still being significant enough to discourage future misconduct should the Respondent return to the mutual fund industry and to the industry participants.
14. The agreed penalties are within the recommendations of the MFDA Sanction 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

15. The costs award is reasonable.

Conclusion

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

DATED this 13th day of September, 2020.

“Paul M. Moore”

Paul M. Moore, QC
Chair

“Rob Christianson”

Rob Christianson
Industry Representative

“Kenneth P. Mann”

Kenneth P. Mann
Industry Representative



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**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: Robyn Courtney Kee

SETTLEMENT AGREEMENT

I. INTRODUCTION

1. Staff of the Mutual Fund Dealers Association of Canada ("Staff") and the Respondent, Robyn Courtney Kee (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 October 2017 and October 2018, the Respondent:
 - i) cut and pasted one client signature from a previously completed account form onto a new account form; and
 - ii) on five occasions, photocopied the signature page from a previously completed account form and attached it to a new account form,and submitted the new account forms to the Member for processing, contrary to MFDA Rule 2.1.1.

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

- b) the Respondent shall be prohibited from conducting securities related business in any capacity while in the employ of or associated with a Member of the MFDA for a period of 6 months, pursuant to s. 24(e) of MFDA By-law No.1;
- c) the Respondent shall pay costs in the amount of \$2,500 in certified funds upon acceptance of the Settlement Agreement, pursuant to s. 24.2 of MFDA By-law No.1 in installments as follows:
 - i) \$500 upon acceptance of this Settlement Agreement by the Hearing Panel;
 - ii) \$333.33, on or before the last business day of the second month following the acceptance of the Settlement Agreement by the Hearing Panel;
 - iii) \$333.33, on or before the last business day of the fourth month following the acceptance of the Settlement Agreement by the Hearing Panel;
 - iv) \$333.33, on or before the last business day of the sixth month following the acceptance of the Settlement Agreement by the Hearing Panel;
 - v) \$333.33, on or before the last business day of the eighth month following the acceptance of the Settlement Agreement by the Hearing Panel;
 - vi) \$333.33, on or before the last business day of the tenth month following the acceptance of the Settlement Agreement by the Hearing Panel; and
 - vii) \$333.33, on or before the last business day of the twelfth month following the acceptance of the Settlement Agreement by the Hearing Panel;
- d) the Respondent shall in the future comply with MFDA Rule 2.1.1; and

- e) 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. Between June 2016 and November 2018, the Respondent was registered in Ontario as a mutual fund salesperson with TD Investment Services Inc. (the “Member”), a Member of the MFDA.
8. At all material times, the Respondent conducted business in the North Bay, Ontario area.
9. On November 15, 2018, as a result of the conduct that is the subject of this Settlement Agreement, the Member terminated the Respondent’s registration. She is not currently registered in the securities industry in any capacity.

The Respondent photocopied or cut and pasted client signatures

10. At all material times, the Member’s policies and procedures prohibited its Approved Persons from falsifying account information, records or documentation.
11. Between October 2017 and October 2018, the Respondent:
- a) cut and pasted one client signature from a previously completed account form onto a new account form; and
 - b) on five occasions, photocopied the signature page from a previously completed account form and attached it to a new account form,
- and submitted the new account forms to the Member for processing.
12. The account forms consisted of transaction and account maintenance forms and transfer authorization forms for registered investments.

13. The Respondent states that in four of the instances described above at paragraph 11, she engaged in the conduct because she did not want to contact the clients to ask them to return to the branch to properly sign the account forms after noticing she had made the following mistakes:

- a) she forgot to get an account form signed at a client meeting; or
- b) she noticed an error on the account form after a client meeting.

The Member's Investigation

14. On September 17, 2018, during the course of a routine branch review, the Member identified three of the account forms that are the subject of this Settlement Agreement.

15. Between September 17, 2018 and November 15, 2018, the Member placed the Respondent on heightened supervision.

16. On November 15, 2018, the Member terminated the Respondent.

17. On November 16, 2018 and March 5, 2019, the Member conducted further reviews of client files serviced by the Respondent, during which the Member identified the remainder of the account forms that are the subject of this Settlement Agreement.

18. Between September and December 2018, the Member conducted a review in order to confirm the transactions and information on the account forms that are the subject of this Settlement Agreement, and determine if clients had concerns with the handling of their accounts, which included a review of the transactions in the account and writing to the clients. No issues were identified and no clients have contacted the Member to raise concerns with their accounts.

Additional Factors

19. There is no evidence that the Respondent received any benefit from the conduct set out above beyond the commissions or fees she would ordinarily be entitled to receive had the transactions been carried out in the proper manner.

20. There is no evidence of client complaints, client loss or lack of authorization for the underlying transactions.

21. The Respondent states that she is impecunious and unable to contribute any additional amounts towards a fine in this matter. The Respondent acknowledges that absent her limited ability to pay, her conduct would have merited a penalty that included a fine.

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

23. 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

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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 5th day of March, 2020.

“Robyn Courtney Kee”

Robyn Courtney Kee

“ML”

Witness – Signature

ML

Witness – Print Name

“Charles Toth”

Staff of the MFDA

Per: Charles Toth

Managing Director, Litigation

Schedule "A"

Order

File No. 202017



Mutual Fund Dealers Association of Canada
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**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: Robyn Courtney Kee

ORDER

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 Robyn Courtney Kee (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 between October 2017 and October 2018, the Respondent:

- a) cut and pasted one client signature from a previously completed account form onto a new account form; and
- b) on five occasions, photocopied the signature page from a previously completed account form and attached it to a new account form,

and submitted the new account forms to the Member for processing, 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 be prohibited from conducting securities related business in any capacity while in the employ of or associated with a Member of the MFDA for a period of 6 months, pursuant to s. 24(e) of MFDA By-law No.1;
2. The Respondent shall pay costs in the amount of \$2,500 in certified funds upon acceptance of the Settlement Agreement, pursuant to s. 24.2 of MFDA By-law No.1 in installments as follows:
 - a) \$500 upon acceptance of this Settlement Agreement by the Hearing Panel;
 - b) \$333.33, on or before the last business day of the second month following the acceptance of the Settlement Agreement by the Hearing Panel;
 - c) \$333.33, on or before the last business day of the fourth month following the acceptance of the Settlement Agreement by the Hearing Panel;
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 - e) \$333.33, on or before the last business day of the eighth month following the acceptance of the Settlement Agreement by the Hearing Panel;
 - f) \$333.33, on or before the last business day of the tenth month following the acceptance of the Settlement Agreement by the Hearing Panel; and
 - g) \$333.33, on or before the last business day of the twelfth month following the acceptance of the Settlement Agreement by the Hearing Panel;
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]

DM 769269