

Re Au-Young

IN THE MATTER OF:

The Investment Dealer and Partially Consolidated Rules

and

Domino Au-Young

2024 CIRO 03

Canadian Investment Regulatory Organization
Hearing Panel (Pacific District)

Heard: October 19, 2023, in Vancouver, British Columbia via videoconference

Decision: October 19, 2023

Reasons for Decision: January 4, 2024

Hearing Panel:

C. Lynn Smith, Chair, Douglas Stewart, and Lloyd Costley

Appearances:

Michael Mantle, Enforcement Counsel

Patrick Sullivan, for Domino Au-Young

REASONS FOR ACCEPTANCE OF SETTLEMENT AGREEMENT

BACKGROUND

¶ 1 Enforcement Staff of the Canadian Investment Regulatory Organization (**CIRO**) alleged that the Respondent Domino Au-Young committed five contraventions of Rule 1400 of the Investment Dealer and Partially Consolidated (**IDPC**) Rules between May 11, 2018 and January 2022.

¶ 2 On June 29, 2023, CIRO Enforcement Staff and the Respondent entered into a settlement agreement (**Settlement Agreement**), conditional on acceptance by this Hearing Panel.

¶ 3 The Settlement Agreement was presented to the Panel at a settlement hearing, in accordance with sections 8215 and 8428 of the IDPC Rules, on October 19, 2023.

¶ 4 After reviewing the materials and hearing submissions from counsel for CIRO Enforcement Staff and for the Respondent, the Panel recessed and conferred. It then resumed the hearing and advised the parties that it accepted the Settlement Agreement.

¶ 5 These are our reasons for acceptance of the Settlement Agreement, which is attached to these Reasons as Exhibit "A".

AGREED FACTS

¶ 6 Mr. Au-Young, the Respondent, worked in the securities industry beginning in 1995. He

was registered with the Investment Industry Regulatory Organization of Canada (IIROC), one of the predecessors of CIRO, as a Registered Representative with National Bank Financial Limited (NBF) from January 2012 to May 2020, when, because of the matters at issue in this proceeding, he was terminated for cause.

¶ 7 He subsequently was a Registered Representative with Echelon Wealth Partners from October 2020 to November 29, 2022.

¶ 8 Mr. Au-Young is not currently registered with CIRO.

¶ 9 In 2018 and 2019, the Respondent misappropriated monies from two clients' accounts, in the amounts of \$45,000 US dollars and \$30,000 Canadian dollars. He used falsified letters of direction from the clients instructing his firm to issue a third-party cheque to Vancouver Bullion & Currency Exchange, where he then had the monies transferred into his own bank accounts. When interviewed in NBF's internal investigation and in a sworn interview with IIROC staff, the Respondent gave false statements, saying that he had transferred the money to the clients outside the Exchange office.

¶ 10 When he was terminated from NBF, the Respondent repaid the misappropriated funds to NBF, which had already repaid the clients who lost the money.

¶ 11 The Respondent used an electronic messaging app, WeChat, to communicate with several clients contrary to his firm's policy that this method of communication was not acceptable. He did so despite multiple warnings and clear direction that any form of messaging with clients had to be routed through the firm's servers.

¶ 12 The Respondent was a director, starting in 2014, of an outside business unrelated to the securities or financial services industry without disclosing this outside business activity to his firm or seeking the firm's approval for it, as was required by his firm's policies and contrary to IIROC Dealer Member Rule 18.14.

CONTRAVENTIONS

¶ 13 The admitted contraventions were that Mr. Au-Young:

1. misappropriated monies from a client account on May 11, 2018, contrary to IDPC Rule 1400;
2. misappropriated monies from a client's account on December 24, 2019, contrary to IDPC Rule 1400;
3. during NBF's 2020 investigation into the misappropriation of clients' funds and in IIROC's sworn interview on or about February 8, 2022, misled NBF and IIROC Enforcement Staff about the circumstances of the misappropriation of clients' funds contrary to IDPC Rule 1400;
4. between May 2020 and January 2022, failed to disclose and obtain the approval of NBF for an outside business interest contrary to IIROC Dealer Member Rule 18.14 and IDPC Rule 1400¹;
5. between December 2018 and December 2019, communicated with clients using an unapproved communications method in violation of NBF's policies and

¹ The Hearing Panel has ascertained from counsel that the date range in this statement of the contravention is inaccurate, and that the statement of the contravention should read "From January 2014 to May 2020, failed to disclose....." Those corrected dates are consistent with the evidence.

procedures and IDPC Rule 1400.

TERMS OF SETTLEMENT

¶ 14 The parties agreed to the following sanctions and costs:

1. permanent ban from registration in any capacity with the Corporation;
2. fine of \$125,000; and
3. costs of \$7,500.

¶ 15 Enforcement Staff agreed that it will not initiate any further action against the Respondent in relation to the facts and the contraventions set out in the Settlement Agreement, subject to the proviso that if the Settlement Agreement is accepted and the Respondent fails to comply with any of its terms, Enforcement Staff may bring proceedings under IDPC Rule 8200 against the Respondent. Such proceedings may be based on, but are not limited to, the facts set out in the Settlement Agreement.

ANALYSIS

¶ 16 The central question for this Panel is whether acceptance of this settlement is in the public interest.

¶ 17 There are important benefits in a settlement process, as described in *Re Lilly 2020 IIROC 21*:

¶11 It is usually in the public interest that matters be settled where possible rather than be determined through contested hearings. An earlier resolution 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.

¶ 18 In the light of the benefits of mutually agreed settlements, they are to be encouraged, so long as the agreed penalties are sufficient to recognize the seriousness of the conduct and the extent of the harm that it caused, including harm to public confidence in the securities industry.

¶ 19 The principle has been adopted that hearing panels will not lightly interfere with a negotiated settlement (*Milewski (Re)*, [1999] I.D.A.C.D. No. 17). This is particularly so where experienced counsel have negotiated a resolution. As was stated in *Re Heakes 2019 IIROC 09*:

¶18 Hearing Panels should respect settlements worked out by the parties. A Panel does not know what led to a settlement, what was given up by one party or the other in the course of the negotiations, and what interest each party has in agreeing to resolve the matter. The Panel cannot go beyond the Settlement Agreement. There are often facts that play a role in the settlement which are not set out in the Settlement Agreement or brought to the attention of the Panel. Respecting settlements is particularly desirable in cases, such as this one, where experienced counsel were involved and where, we were told, there were “extensive negotiations.”

¶ 20 The test to be applied is whether the penalties proposed clearly fall outside a reasonable range of appropriateness as sanctions for the Respondent’s conduct. Under the IDPC Rules, a hearing panel has only two options: to accept the proposed settlement or reject it. The prescribed approach to consideration of specific settlements reflects the generalized public

interest benefits of the settlement process (*Re Milewski, supra* at p. 9).

¶ 21 The Sanction Guidelines provide parameters for us as decision-makers when we determine whether the proposed settlement falls within the “reasonable range of appropriateness”. The Sanction Guidelines set out both key principles and key factors.

¶ 22 The key principles include:

- disciplinary sanctions are meant to prevent misconduct and protect the investing public, strengthen market integrity and improve overall business standards and practices;
- sanctions should be more severe for respondents with prior disciplinary records;
- sanctions should ensure that a respondent does not financially benefit as a result of the misconduct;
- a suspension should be considered in specified circumstances;
- inability to pay should be considered as a factor only when a respondent raises it;
- a respondent’s proactive and exceptional assistance in the investigation should be considered; and,
- where possible, remedial sanctions should be tailored to the specific misconduct in order to address it effectively.

¶ 23 Two of the key principles have particular salience in this case:

- discipline should appropriately reflect the totality of the misconduct; and,
- a permanent bar should be considered where the misconduct had an element of criminal or quasi-criminal activity, or there is reason to believe that the respondent cannot be trusted to act in an honest and fair manner in their dealings with the public, their clients, and the securities industry as a whole.

¶ 24 We will not list all of the key factors mentioned in the Sanction Guidelines, but have referred to them all and find the following to have particular relevance in this case.

¶ 25 This was not an isolated incident. There were five distinct contraventions over a four-year period, showing a pattern of misconduct. (Factors 1 - 3)

¶ 26 Two of the contraventions were extremely serious: the Respondent misappropriated the funds of two different clients, on two separate occasions. The sums of money were significant (\$30,000 and \$45,000.) As was stated in *Re Rutledge* 2022 IIROC 36, at para 36, “[m]isappropriation of client funds is among the most serious misconduct a registrant can engage in. It goes to the very heart of the trust clients put in registrants and their firms.” Similarly, in this case, misappropriating client funds is at the highest level of seriousness; it goes to the very heart of the trust that clients place in registrants and their firms, and it clearly harms the integrity and reputation of the capital markets. (Factors 5 and 6)

¶ 27 The Respondent attempted to obtain a financial benefit from the misconduct. (Factor 9)

¶ 28 The Respondent attempted to mislead both his firm and the regulator with respect to the circumstances of the misappropriations. He lied about the fact that he had deposited the clients’ funds into his own account. Contrary to his firm’s policy and despite repeated warnings, he evaded his firm’s scrutiny of his communications with his clients by using an unauthorized messaging application rather than the firm’s servers. (Factors 16, 19 and 21)

¶ 29 The misconduct was intentional, not accidental or inadvertent. (Factor 4)

¶ 30 The clients from whom the funds were misappropriated were repaid by the firm, and the

Respondent in turn has repaid to the firm for those amounts. (Factors 5 and 14)

¶ 31 The Respondent was subject to internal discipline by the Dealer Member – he was terminated for cause. He is not currently registered with CIRO. (Factor 12)

¶ 32 We note that the record is silent as to whether Mr. Au-Young has previously been subject to disciplinary proceedings by IIROC or CIRO. (Factor 8)

¶ 33 Finally, we note that the Respondent was represented by counsel, who attended the settlement hearing on his behalf.

CONCLUSION

¶ 34 In the end, the question is whether the penalties “strike a reasonable balance between fairness to the Respondent in the circumstances and the need to protect the investing public, the industry membership, the integrity of the discipline process, the integrity of the securities markets and prevention of a repetition of the offence.” *Re Bereskin* 2010 IIROC 37 at para 5

¶ 35 The penalties in the proposed settlement are serious: a permanent ban from registration in any capacity with the Corporation; a fine of \$125,000; and payment of \$7,500 in costs.

¶ 36 We have reviewed the previous cases to which we were referred by counsel, including *Re Dass* 2009 IIROC 22, *Re Steel* 2013 IIROC 06, *Re Pawar* 2012 IIROC 58, *Re Ramsey* 2013 IIROC 41 and *Re Wong* 2010 IIROC 50 (all involving misappropriation of funds), *Re Tassone* 2017 IIROC 53 and 2019 IIROC 03, *Re Bridgman* 2018 IIROC 14 and *Re Movassaghi* 2022 IIROC 02 (where there was deception of the employer or during the regulator’s investigation), *Re Malic* 2021 IIROC 10 and *Re Lilly* 2020 IIROC 21 (where one of the contraventions was undisclosed involvement in outside business activity) and *Re Crane* 2019 IIROC 14 and *Re Jones* 2014 IIROC 15 (the contraventions included unauthorized communications with clients). Each case is unique and involves its own set of circumstances. Some of the cases resulted in settlements, others did not. However, the range of penalties evidenced in this collection of cases assists us in determining whether the penalties here fall within a reasonable range.

¶ 37 We conclude that the permanent ban is appropriate in this case, in the light of the very serious matter of misappropriations of funds at two different times from two different clients, and the clear indication that the Respondent is not to be trusted. The Sanction Guidelines require a permanent ban to be considered in such circumstances. It seems necessary here not only because of the misappropriations but also because of the totality of the misconduct.

¶ 38 The amount of the fine is significant, but not disproportionate to the years-long pattern of admitted misconduct and the seriousness of the misappropriations. The Respondent deliberately evaded scrutiny by his firm (through his use of an unauthorized messaging application for communications with clients) and was deceptive and evasive during the investigation by the firm and by the regulator. As well, he was in breach of IIROC Dealer Member Rule 18.14 requiring disclosure of involvement in outside business – a rule designed to protect clients from conflicts between their best interests and those of the registered representatives who serve them.

¶ 39 We recognize that the clients were made whole relatively quickly, and that Mr. Au-Young did enter into this Settlement Agreement. We also note that his undisclosed outside business activity apparently did not involve securities or the securities industry. Finally, as counsel for CIRO Enforcement acknowledged in his submissions, the Respondent’s use of WeChat to communicate with clients (contrary to the firm’s policy and despite repeated warnings), might not on its own attract a serious penalty. However, it shows an intention to evade the firm’s

surveillance of communications with clients.

¶ 40 The misconduct here took place over a prolonged period of time and was in some instances egregious (misappropriation of funds, deception of the firm and of regulatory investigators). In the end, no member of the public was out of pocket, but the damage to the reputation and integrity of the market remained.

¶ 41 We conclude that the sanctions provided in the Settlement Agreement are well within a reasonable range of appropriateness. Accordingly, it was accepted.

Signed at the City of Vancouver in the Province of British Columbia this 4th day of January 2024.

“Lynn Smith” _____

Lynn Smith, Chair

“Douglas Stewart” _____

Douglas Stewart, Panel Member

“Lloyd Costley” _____

Lloyd Costley, Panel Member

SETTLEMENT AGREEMENT

IN THE MATTER OF:

THE INVESTMENT DEALER AND PARTIALLY CONSOLIDATED RULES

AND THE DEALER MEMBER RULES

AND

DOMINO AU-YOUNG

PART I – INTRODUCTION

¶ 1 The Corporation 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 Domino Au-Young (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

Overview

¶ 4 Domino Au-Young, (the “Respondent”) misappropriated monies from two clients’ accounts; one for \$30,000 Canadian and another for \$45,000 U.S. dollars. The Respondent used falsified letters of direction from the clients to instruct his firm to issue a third party cheque payable to Vancouver Bullion & Currency Exchange where the Respondent then had the amounts transferred into his own bank accounts. In addition, in the firm’s internal investigation and in the sworn interview with Staff, the Respondent said he gave the money to the client outside of the Vancouver Bullion & Currency Exchange office in Richmond, B.C. which was a false statement.

¶ 5 The Respondent used WeChat, an electronic messaging app to communicate with several clients even after being reminded by his firm that this method of communication was not acceptable.

¶ 6 The Respondent was a director in an outside business unrelated to the securities or financial services industry without disclosing this outside business activity to his firm and seeking their approval for the outside business activity.

Background

¶ 7 The Respondent Domino Au-Young (“Au-Young”) began his employment in the securities industry in 1995.

¶ 8 The Respondent was registered with IIROC as a registered representative with National Bank Financial Ltd. (“NBF”) from January 2012 to May 2020 when he was terminated for cause for the issues that gave rise to this proceeding.

¶ 9 The Respondent was registered as a registered representative with Echelon Wealth Partners Inc. from October 2020 to November 29, 2022, and is not currently registered with the Canadian Investment Regulatory Organization (CIRO).

Misappropriation/Falsifying Documents and Attempts to Conceal Misappropriation

¶ 10 On May 8, 2018, the Respondent submitted an authorization letter purportedly from clients Z and B (collectively, “ZB”) instructing NBF to issue a cheque for \$45,000 U.S. dollars from ZB’s client account at NBF payable to Vancouver Bullion & Currency Exchange, Richmond, B.C. branch (“VBCE”) for the settlement of a foreign currency transaction with VBCE (the “ZB Authorization”). The ZB Authorization indicated that the Respondent would pick up the cheque and deliver it to ZB. The ZB Authorization contains purported signatures of ZB, but ZB did not sign the authorization and provided no such instruction to transfer any monies from their client account at NBF. The Respondent submitted the ZB Authorization to NBF knowing it was not in accordance with ZB’s instructions or authorization.

¶ 11 NBF issued a cheque in the amount of \$45,000 U.S. dollars dated May 10, 2018, from ZB’s client account payable to VBCE (Richmond Branch) (the “Client ZB NBF Cheque”).

¶ 12 On May 11, 2018, the Respondent went to the VBCE Richmond Branch and exchanged the \$45,000 U.S. dollar cheque from NBF (drawn on ZB’s client account) for a cheque from VBCE payable to MAN NGAI DOMINO AU YOUNG in the amount of \$57,330 Canadian dollars which was then deposited in the Respondent’s bank account at a branch in Richmond, B.C. on the same day.

¶ 13 Between May 31 to June 1, 2018, the Respondent submitted a copy of the Client ZB NBF Cheque with a purported signature of ZB to NBF in an effort to comply with NBF’s policy on the

register of cheques given to clients and to conceal his misappropriation of the \$45,000 U.S. dollars from ZB's account. ZB did not sign any copy of the Client ZB NBF Cheque and did not receive the Client ZB NBF Cheque or any monies from that cheque.

¶ 14 The Respondent in an IROC sworn interview on February 8, 2022, stated that he gave either client Z or B the NBF cheque payable to VCBE in the amount of \$45,000 U.S. dollars but could not remember exactly where he met with one of them. This statement is not true as ZB did not receive the Client ZB NBF Cheque and this cheque was exchanged for the equivalent Canadian dollars and deposited into a bank account of the Respondent.

¶ 15 On December 23, 2019, the Respondent submitted an authorization letter purportedly from client SC instructing NBF to issue a cheque for \$30,000 Canadian dollars from SC's client account at NBF payable to Vancouver Bullion Currency Exchange Richmond, B.C. branch ("VBCE") for a foreign currency transaction with VBCE (the "SC Authorization"). The SC Authorization contains a purported signature of SC but SC did not sign the SC Authorization and provided no such instruction to transfer any monies from her client account at NBF. The Respondent submitted the SC Authorization to NBF knowing it was not in accordance with SC's instructions or authorization.

¶ 16 On December 24, 2019, NBF issued a cheque in the amount of \$30,000 Canadian dollars dated December 24, 2019, from SC's client account payable to VBCE (Richmond Branch) (the "Client SC NBF Cheque").

¶ 17 On December 24, 2019, the Respondent went to the VBCE Richmond Branch and instructed them to exchange the \$30,000 Client SC NBF Cheque from NBF (drawn on SC's client account) to \$22,701.48 U.S. dollars. The Respondent then instructed VBCE to do an electronic funds transfer ("ETF") of the \$22,701.48 U.S. dollars into the Respondent's bank account at a branch in Vancouver, B.C.

¶ 18 The Respondent in an IROC sworn interview on February 8, 2022, stated that he met SC at the VBCE in Richmond, B.C. for the purpose of her signing the receipt of the Client SC NBF Cheque and giving her the cheque for \$30,000 Canadian. This statement is not true as SC did not receive the Client SC NBF Cheque and that cheque was exchanged for equivalent U.S. dollars and deposited into the Respondent's bank account through an EFT. SC was in China on December 23 and 24, 2019 and was not present in Richmond, B.C. to sign any documents or receive any funds.

¶ 19 The Respondent's statements to his firm and to IROC that he gave the Client SC NBF Cheque to SC were not true as these monies were deposited into the Respondent's own bank account.

The Use of Unapproved Method of Client Communication

¶ 20 While employed at NBF, the Respondent communicated with clients using WeChat, a messaging app that was not approved for client communication by NBF. The Respondent used the phone and text messaging components of WeChat to communicate with his NBF clients.

¶ 21 On March 10, 2015, an NBF compliance employee confirmed with the Respondent that unless any form of messaging, including text messaging is routed through the NBF servers, it is not an acceptable form of communication.

¶ 22 On May 9, 2016, an NBF compliance employee again confirmed that instant messaging/text messaging including WeChat is not a permitted method of client communication.

¶ 23 On May 2, 2018, the Respondent was reminded that he had previously been advised that

no text messages via WhatsApp and WeChat were allowed and was instructed to cease contacting NBF clients using those methods.

¶ 24 Despite these multiple warnings and clear direction regarding communicating with clients via WeChat, the Respondent continued to communicate with clients via WeChat.

The Respondent's Undisclosed Outside Business Activity

¶ 25 In 2014, the Respondent became a shareholder of an outside business, a private company incorporated under the laws of British Columbia. The Respondent is still a shareholder and director of the outside business. The Respondent was involved in management meetings for the outside business and the managers of the outside business reported to him.

¶ 26 The Respondent responded to the Employment Standards Branch on behalf of the outside business regarding an employee complaint where he signed as Senior Executive Director of the outside business.

¶ 27 At no time during his employment with NBF did the Respondent report or seek approval for his involvement with the outside business to NBF as was required by firm policies and procedures and contrary to Dealer Member Rule 18.14.

Mitigating Factors

¶ 28 As part of his termination with NBF, the Respondent paid NBF all of the amounts representing the monies that he misappropriated from his clients and which NBF had already paid back to the clients.

PART IV – CONTRAVENTIONS

¶ 29 By engaging in the conduct described above, the Respondent committed the following contraventions of Corporation requirements:

(i) **Contravention 1**

On or about May 11, 2018, the Respondent Domino Au-Young misappropriated monies from a client's account contrary to Rule 1400 of the Investment Dealer and Partially Consolidated Rules (the "Investment Dealer Rules").

(ii) **Contravention 2**

On or about December 24, 2019, the Respondent Domino Au-Young misappropriated monies from a client's account contrary to Rule 1400 of the Investment Dealer Rules.

(iii) **Contravention 3**

During National Bank Financial Ltd.'s 2020 investigation into the misappropriation of clients' funds and in IIROC's sworn interview on or about February 8, 2022, the Respondent, Domino Au-Young misled his firm and IIROC Enforcement Staff about the circumstances of the misappropriation of clients' funds contrary to Rule 1400 of the Investment Dealer Rules.

(iv) **Contravention 4**

Between May 2020 and January 2022, the Respondent, Domino Au-Young, failed to disclose and obtain the approval of National Bank Financial Ltd. for an outside business interest contrary to Dealer Member Rule 18.14 and Investment Dealer Rule 1400.

(v) **Contravention 5**

Between December 2018 and December 2019, the Respondent, Domino Au-Young, communicated with clients using an unapproved communications method in violation of his National Bank Financial Ltd.'s policies and procedures and Investment Dealer Rule 1400.

PART V – TERMS OF SETTLEMENT

¶ 30 The Respondent agrees to the following sanctions and costs:

- (i) Permanent ban from registration in any capacity with the Corporation;
- (ii) Fine of \$125,000; and
- (iii) Costs of \$7,500.

PART VI – STAFF COMMITMENT

¶ 31 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.

¶ 32 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

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

¶ 34 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.

¶ 35 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.

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

¶ 37 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.

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

¶ 39 This Settlement Agreement will become available to the public upon its acceptance by the hearing panel and the Corporation will post a copy of this Settlement Agreement on the Corporation website. The Corporation 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.

¶ 40 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.

¶ 41 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

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

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

DATED this “29th” day of June 2023.

“Witness” _____
Witness

“Domino Au-Young” _____
Respondent

“Stacy Robertson” _____
Stacy Robertson
Senior Enforcement Counsel on
behalf of Enforcement Staff of the
Corporation

The Settlement Agreement is hereby accepted this “19” day of “October”, 2023 by the following Hearing panel:

Per: “Lynn Smith” _____
Chair

Per: “Douglas Stewart” _____
Industry Member

Per: “Lloyd Costley” _____
Industry Member

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