



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: Einar Torben Dahlin Lisborg

SETTLEMENT AGREEMENT

I. INTRODUCTION

1. By Notice of Settlement Hearing, the Mutual Fund Dealers Association of Canada (the “MFDA”) will announce that it proposes to hold a hearing to consider whether, pursuant to section 24.4 of By-law No. 1, a hearing panel of the Pacific Regional Council (the “Hearing Panel”) of the MFDA should accept the settlement agreement (the “Settlement Agreement”) entered into between Staff of the MFDA (“Staff”) and Einar Torben Dahlin Lisborg (the “Respondent”).

II. JOINT SETTLEMENT RECOMMENDATION

2. Staff conducted an investigation of the Respondent’s activities. The investigation disclosed that the Respondent had engaged in 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.

3. Staff and the Respondent recommend settlement of the matters disclosed by the investigation in accordance with the terms and conditions set out below. The Respondent agrees to the settlement on the basis of the facts set out in Part IV herein and consents to the making of an Order in the form attached as Schedule “A”.

4. Staff and the Respondent agree that the terms of this 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.

III. ACKNOWLEDGEMENT

5. Staff and the Respondent agree with the facts set out in Part IV herein for the purposes of this Settlement Agreement only and further agree that this agreement of facts is without prejudice to the Respondent or Staff in any other proceeding of any kind including, but without limiting the generality of the foregoing, any proceedings brought by the MFDA (subject to Part IX) or any civil or other proceedings which may be brought by any other person or agency, whether or not this Settlement Agreement is accepted by the Hearing Panel.

IV. AGREED FACTS

Registration History

6. The Respondent was registered in the securities industry from April 1992 to January 2014.

7. From March 27, 2013 to January 22, 2014 when he was terminated as a result of the events described below, the Respondent was registered in British Columbia as a mutual fund salesperson (now known as a Dealing Representative) with Networth Financial Corporation (“Networth”), a Member of the MFDA.

8. The Respondent was previously registered from October 2007 to March 27, 2013 in British Columbia as a Registered Representative with Portfolio Strategies Securities Inc. (“Portfolio Strategies”), formerly First Financial Securities Inc., a Member of the Investment Industry Regulatory Authority of Canada.

9. At all material times, the Respondent operated using the trade name, TaxDeductibleMortgage.com.

10. At all material times, the Respondent conducted business in Surrey, British Columbia.

11. The Respondent has not been registered in the securities industry since he was terminated in January 2014.

Falsification of Signatures

12. Between March 27, 2013 and January 22, 2014, the Respondent falsified client signatures or allowed his unlicensed assistant, TC, to falsify client signatures on 87 account forms, and allowed TC to falsify the Respondent’s signature as the advisor on at least 42 account forms, in respect of 67 clients.

13. The account forms included account applications (including accounts involving the use of leverage), Know-Your-Client forms, transfer authorizations, leverage disclosure forms, and limited trade authorizations.

14. The Respondent states that he engaged in the conduct described above in order to facilitate the transfer of client accounts from Portfolio Strategies to Networth, without inconveniencing clients.

Additional

15. Networth filed a METS report on December 23, 2013, and updated it on January 14, 2014, reporting the Respondent had submitted 10 account forms containing falsified signatures.

16. On January 13, 2014, Networth interviewed the Respondent and TC with respect to the falsified signatures identified on the account forms. The Respondent admitted that he or TC had falsified client signatures on the 10 account forms that were presented to them. The Respondent did not disclose to Networth that he or TC had falsified signatures on any other account forms.

17. On January 22, 2014, Networth terminated the Respondent.

18. Networth subsequently reviewed all of the client files maintained by the Respondent and identified further instances of client signature falsification, as well as instances where the Respondent's signature as the advisor had been falsified on account forms.

19. On October 23, 2014, the Respondent attended an interview with MFDA Staff. During that interview, the Respondent admitted to the conduct described in paragraph 12 above.

20. There is no evidence that:

- a) the Respondent processed any trades or changes to client information without the knowledge or authorization of his clients;
- b) clients suffered any financial harm as a result of the Respondent's conduct;
- c) the Respondent received any financial benefit from engaging in the misconduct beyond the commissions or fees to which he would have been ordinarily entitled had the transactions in the clients' accounts been carried out in the proper manner; and
- d) any clients have complained about the Respondent's conduct.

V. CONTRAVENTIONS

21. The Respondent admits that, between March 27, 2013 and January 22, 2014, he falsified client signatures or allowed his unlicensed assistant to falsify client signatures on 87 account forms, and allowed his unlicensed assistant to falsify the Respondent's signature as the advisor on at least 48 account forms, in respect of 67 clients, contrary to MFDA Rule 2.1.1.

VI. TERMS OF SETTLEMENT

22. The Respondent agrees to the following terms of settlement:

- (a) the Respondent shall be prohibited from conducting securities related business in any capacity while in the employ of or associated with any MFDA Member for a period of 3 months, commencing from the date of the Hearing Panel's Order, pursuant to s.24.1.1(e) of MFDA By-law No. 1;
- (b) the Respondent shall pay a fine in the amount of \$40,000, pursuant to section 24.1.1(b) of By-law No. 1;
- (c) the Respondent shall pay costs in the amount of \$2,500, pursuant to section 24.2 of By-law No. 1;
- (d) in the future, the Respondent shall comply with all MFDA By-laws, Rules and Policies and all applicable securities legislation and regulations made thereunder including MFDA Rules 1.1.2, 2.1.1 and 2.5.1; and
- (e) the Respondent will attend the Settlement Hearing in person.

VII. STAFF COMMITMENT

23. If this Settlement Agreement is accepted by the Hearing Panel, Staff will not initiate any proceeding under the By-laws of the MFDA against the Respondent or any of its officers or

directors in respect of the facts set out in Part IV and the contraventions described in Part V of this Settlement Agreement, subject to the provisions of Part IX below. Nothing in this Settlement Agreement precludes Staff from investigating or initiating proceedings in respect of any facts and contraventions that are not set out in Parts IV and V of this Settlement Agreement or in respect of conduct that occurred outside the specified date ranges of the facts and contraventions set out in Parts IV and V, whether known or unknown at the time of settlement. Furthermore, nothing in this Settlement Agreement shall relieve the Respondent from fulfilling any continuing regulatory obligations.

VIII. PROCEDURE FOR APPROVAL OF SETTLEMENT

24. Acceptance of this Settlement Agreement shall be sought at a hearing of the Pacific Regional Council of the MFDA on a date agreed to by counsel for Staff and the Respondent.

25. Staff and the Respondent may refer to any part, or all, of the Settlement Agreement at the settlement hearing. Staff and the Respondent also agree that if this Settlement Agreement is accepted by the Hearing Panel, it will constitute the entirety of the evidence to be submitted respecting the Respondent in this matter, and the Respondent agrees to waive his 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.

26. Staff and the Respondent agree that if this Settlement Agreement is accepted by the Hearing Panel, then 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.

27. Staff and the Respondent agree that if this Settlement Agreement is accepted by the Hearing Panel, 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 him.

IX. FAILURE TO HONOUR SETTLEMENT AGREEMENT

28. If this Settlement Agreement is accepted by the Hearing Panel and, at any subsequent time, the Respondent fails to honour any of the Terms of Settlement set out herein, Staff reserves the right to bring proceedings under section 24.3 of the By-laws of the MFDA against the Respondent based on, but not limited to, the facts set out in Part IV of the Settlement Agreement, as well as the breach of the Settlement Agreement. If such additional enforcement action is taken, the Respondent agrees that the proceeding(s) may be heard and determined by a hearing panel comprised of all or some of the same members of the hearing panel that accepted the Settlement Agreement, if available.

X. NON-ACCEPTANCE OF SETTLEMENT AGREEMENT

29. If, for any reason whatsoever, this Settlement Agreement is not accepted by the Hearing Panel or an Order in the form attached as Schedule “A” is not made 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 this Settlement Agreement or the settlement negotiations.

30. Whether or not this Settlement Agreement is accepted by the Hearing Panel, the Respondent agrees that he will not, in any proceeding, refer to or rely upon this Settlement Agreement or the negotiation or process of approval of this Settlement Agreement as the basis for any allegation against the MFDA of lack of jurisdiction, bias, appearance of bias, unfairness, or any other remedy or challenge that may otherwise be available.

XI. DISCLOSURE OF AGREEMENT

31. The terms of this Settlement Agreement will be treated as confidential by the parties hereto until accepted by the Hearing Panel, and forever if, for any reason whatsoever, this

Settlement Agreement is not accepted by the Hearing Panel, except with the written consent of both the Respondent and Staff or as may be required by law.

32. Any obligations of confidentiality shall terminate upon acceptance of this Settlement Agreement by the Hearing Panel.

XII. EXECUTION OF SETTLEMENT AGREEMENT

33. This Settlement Agreement may be signed in one or more counterparts which together shall constitute a binding agreement.

34. A facsimile copy of any signature shall be effective as an original signature.

DATED this 8th day of March, 2016.

_____	“Einar Torben Dahlin Lisborg”
Witness – Signature	_____
	Einar Torben Dahlin Lisborg
_____	“Shaun Devlin”
Witness – Print name	_____
	Staff of the MFDA
	Per: Shaun Devlin
	Senior Vice-President,
	Member Regulation – Enforcement



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Re: Einar Torben Dahlin Lisborg

ORDER

WHEREAS on March ___, 2016, 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 Einar Torben Dahlin Lisborg (the "Respondent");

AND WHEREAS the Respondent entered into a settlement agreement with Staff of the MFDA, dated March ___, 2016 (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 March 27, 2013 and January 22, 2014, the Respondent falsified client signatures or allowed his unlicensed assistant, TC, to falsify client signatures on 87 account forms, and allowed TC to falsify the Respondent's signature as the advisor on at least 42 account forms, in respect of 67 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 be prohibited from conducting securities related business in any capacity while in the employ of or associated with any MFDA Member for a period of 3 months, commencing from the date of the Hearing Panel's Order, pursuant to s.24.1.1(e) of MFDA By-law No. 1;
2. The Respondent shall pay a fine in the amount of \$40,000, pursuant to section 24.1.1(b) of By-law No. 1;
3. The Respondent shall pay costs in the amount of \$2,500, pursuant to section 24.2 of By-law No. 1;
4. The Respondent shall comply with all MFDA By-laws, Rules and Policies and all applicable securities legislation and regulations made thereunder including MFDA Rules 1.1.2, 2.1.1 and 2.5.1; and

5. If at any time a non-party to this proceeding requests production of, or access to, any materials filed in, or the record of, this proceeding, including all exhibits and transcripts, then the MFDA Corporate Secretary shall not provide copies of, or access to, the requested documents to the non-party without first redacting from them any and all intimate financial or 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]

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