



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: Tamera Jean Williams and Todd Russell Williams

SETTLEMENT AGREEMENT

I. INTRODUCTION

1. Staff of the Mutual Fund Dealers Association of Canada (“Staff”) and Tamera Jean Williams and Todd Russell Williams (collectively, the “Respondents”), consent and agree to settlement of this matter by way of this agreement (the “Settlement Agreement”).
2. Staff conducted an investigation of the Respondents’ activities which disclosed activity for which the Respondents 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 Respondents jointly recommend that the Hearing Panel accept the Settlement Agreement.

4. The Respondent, Tamera Jean Williams, admits to the following violations of the By-laws, Rules or Policies of the MFDA:

- a) on or about June 13, 2015, she altered information on an account form that had been previously signed by a client and used in a previous transaction in order to process a new transaction in the client's account, contrary to MFDA Rule 2.1.1;
- b) between April 2012 and September 2016, she falsified 89 account forms in respect of 43 clients by altering information on the account forms without having the clients initial the alterations, contrary to MFDA Rule 2.1.1; and
- c) between July 2011 and February 2016, she obtained, possessed, and in some instances, used to process transactions, 18 pre-signed account forms in respect of 11 clients, contrary to MFDA Rule 2.1.1.

5. The Respondent, Todd Russell Williams, admits to the following violations of the By-laws, Rules or Policies of the MFDA:

- a) on or about January 8, 2013, he altered information on an account form that had been previously signed by a client and used in a previous transaction in order to process a new transaction in the client's account, contrary to MFDA Rule 2.1.1;
- b) between August 2011 and July 2016, he falsified 24 account forms in respect of 21 clients by altering information on the account forms without having the clients initial the alterations, contrary to MFDA Rule 2.1.1; and
- c) between July 2011 and March 2016, he obtained, possessed, and in some instances, used to process transactions, 14 pre-signed account forms in respect of 10 clients, contrary to MFDA Rule 2.1.1.

6. Staff and the Respondents agree and consent to the following terms of settlement:

- a) the Respondent Tamera Jean Williams shall pay a fine in the amount of \$15,000 in certified funds pursuant to s. 24.1.1.(b) of MFDA By-law No. 1;

- b) the Respondent Tamera Jean Williams 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 6 months pursuant to s. 24.1.1(e) of MFDA By-Law No. 1;
- c) the Respondent Todd Russell Williams shall pay a fine in the amount of \$12,500 in certified funds pursuant to s. 24.1.1.(b) of MFDA By-law No. 1;
- d) the Respondents shall, jointly and severally, pay costs in the amount of \$2,500 in certified funds pursuant to s. 24.2 of MFDA By-law No. 1;
- e) the Respondents shall in the future comply with MFDA Rule 2.1.1; and
- f) the Respondents will attend in person, on the date set for the Settlement Hearing.

7. Staff and the Respondents 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

8. From March 13, 2009 to May 15, 2009, and from March 2, 2011 to March 9, 2017, the Respondent Tamera Jean Williams was registered in Alberta as a mutual fund salesperson (now known as a dealing representative) with Sun Life Financial Investment Services (Canada) Inc. ("Sun Life"), a Member of the MFDA.

9. From April 29, 2011 to March 9, 2017, the Respondent Todd Russell Williams was registered in Alberta as a dealing representative with Sun Life. At all material times, the Respondent Todd Russell Williams worked as an assistant for the Respondent Tamera Jean Williams.

10. On or about March 9, 2017, the Respondents' registration with Sun Life was terminated as a result of the matters which are the subject of this Settlement Agreement.

11. The Respondents are not currently registered in the securities industry in any capacity.
12. At all material times, the Respondents conducted business in the Turner Valley, Alberta area.

Re-Used Account Forms

13. On or about June 13, 2015, the Respondent Tamera Jean Williams used liquid correction fluid to alter the client and advisor signature dates on a pre-authorized chequing form that had been previously signed by a client and used in a previous transaction in order to process a new pre-authorized contribution of \$16,000 in a client's account.
14. On or about January 8, 2013, the Respondent Todd Russell Williams used liquid correction fluid to alter the client signature date on an order ticket that had been previously signed by a client and used in a previous transaction in order to process a new transaction in the client's account.

Falsified Account Forms

15. At all material times, Sun Life's policies and procedures prohibited its Approved Persons, including the Respondents, from obtaining, holding, or using falsified account forms.
16. Between April 2012 and September 2016, the Respondent Tamera Jean Williams falsified 89 account forms in respect of 43 clients by either crossing out information on the account forms and altering them, or by using liquid correction fluid to alter information on the account forms, all without having the clients initial the alterations.
17. The 89 falsified account forms consisted of:
 - a) 1 client consent form for electronic delivery;
 - b) 30 Know Your Client ("KYC") forms;
 - c) 1 dealer of record change form;

- d) 10 education savings plan application forms;
- e) 7 Limited Trade Authorization (“LTA”) forms;
- f) 5 order tickets;
- g) 9 pre-authorized chequing forms;
- h) 19 new account application forms;
- i) 1 termination benefit statement form; and
- j) 6 transfer authorization forms.

18. In 76 instances, the Respondent Tamera Jean Williams submitted the falsified forms to Sun Life for processing.

19. Between August 2011 and July 2016, the Respondent Todd Russell Williams falsified 24 account forms in respect of 21 clients by either crossing out information on the account forms and altering them, or by using liquid correction fluid to alter information on the account forms, all without having the clients initial the alterations.

20. The 24 falsified account forms consisted of:

- a) 14 KYC forms;
- b) 2 LTA forms;
- c) 4 order tickets;
- d) 3 new account application forms; and
- e) 1 signature form for electronic delivery.

21. In 16 instances, the Respondent Todd Russell Williams submitted the falsified forms to Sun Life for processing.

Pre-Signed Account Forms

22. At all material times, Sun Life’s policies and procedures prohibited its Approved Persons, including the Respondents, from obtaining, holding, or using pre-signed account forms.

23. Between July 2011 and February 2016, the Respondent Tamera Jean Williams obtained, possessed, and in 9 instances, used to process transactions, 18 pre-signed account forms in respect of 11 clients.

24. The pre-signed forms consisted of:

- a) 1 appointment of beneficiary form;
- b) 3 KYC forms;
- c) 1 LTA form;
- d) 1 name change form;
- e) 6 order tickets;
- f) 2 pre-authorized contribution forms;
- g) 1 T2203 direct transfer form;
- h) 2 transfer authorization forms; and
- i) 1 public service pension plan transfer form.

25. Between July 2011 and February 2016, the Respondent Todd Russell Williams obtained, possessed, and in 4 instances, used to process transactions, 14 pre-signed account forms in respect of 10 clients.

26. The pre-signed forms consisted of:

- a) 1 account application form;
- b) 1 account linking agreement form;
- c) 3 KYC forms;
- d) 6 order tickets;
- e) 1 direct transfer form; and
- f) 2 transfer authorization forms.

Sun Life's Investigation

27. In August 2016, Sun Life identified 3 account forms with liquid correction fluid in the Respondents' client files as a result of a branch audit. Sun Life subsequently commenced an investigation and identified the remaining falsified and pre-signed account forms that are the subject of this Settlement Agreement.

28. Effective October 12, 2016, Sun Life placed the Respondent Tamera Jean Williams on close supervision for a period of 6 months. Effective December 1, 2016, Sun Life placed the Respondent Todd Russell Williams on close supervision for a period of 6 months.

29. On or about December 22, 2016, Sun Life sent letters to all of the clients whose accounts were serviced by the Respondents in order to determine whether the transactions in the clients' accounts were authorized. The clients did not report any concerns.

30. On or about March 9, 2017, the Respondents' registration with Sun Life was terminated as result of the matters which are the subject of this Settlement Agreement.

Additional Factors

31. There is no evidence that the Respondents received any financial benefit from engaging in the misconduct described above beyond any commissions and fees that they would ordinarily be entitled to receive had the transactions been carried out in the proper manner.

32. There is no evidence of any client loss or that the transactions were unauthorized.

33. The Respondents have not previously been the subject of MFDA disciplinary proceedings.

34. The Respondents state that the use of the forms as described above was for the purposes of client convenience and not with the intent of causing client harm.

35. By entering into this Settlement Agreement, the Respondents have saved the MFDA the time, resources, and expenses associated with conducting a full hearing of the allegations.

IV. ADDITIONAL TERMS OF SETTLEMENT

36. 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.

37. 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.

38. The Settlement Agreement shall become effective and binding upon the Respondents and Staff as of the date of its acceptance by the Hearing Panel. Unless otherwise stated, any monetary penalties and costs imposed upon the Respondents 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.

39. Staff and the Respondents 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 Respondents in this matter;
- b) the Respondents waive 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 Respondents in respect of the facts and contraventions described in this Settlement Agreement. 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 this Settlement Agreement. Furthermore, nothing in this Settlement Agreement shall relieve the Respondents from fulfilling any continuing regulatory obligations;
- d) the Respondents 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 Respondents will make any public statement inconsistent with this Settlement Agreement. Nothing in this section is intended to restrict the Respondents from making full answer and defence to any civil or other proceedings against the Respondents.

40. If, for any reason, this Settlement Agreement is not accepted by the Hearing Panel, each of Staff and the Respondents 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.

41. Staff and the Respondents 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.

42. 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 9th day of June, 2018.

“Tamera Jean Williams”

Tamera Jean Williams

“MW”

Witness – Signature

MW

Witness – Print Name

“Todd Russell Williams”

Todd Russell Williams

“MW”

Witness – Signature

MW

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. 201864



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: Tamera Jean Williams and Todd Russell Williams

ORDER

(ARISING FROM SETTLEMENT HEARING ON AUGUST 2, 2018)

WHEREAS on [date], the Mutual Fund Dealers Association of Canada (the “MFDA”) issued Notices of Settlement Hearings pursuant to section 24.4 of By-law No. 1 in respect of Tamera Jean Williams and Todd Russell Williams (collectively, the “Respondents”);

AND WHEREAS the Respondents entered into a settlement agreement with Staff of the MFDA, dated [date] (the “Settlement Agreement”), in which the Respondents agreed to a proposed settlement of matters for which the Respondents 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 the Respondent, Tamera Jean Williams:

- a) on or about June 13, 2015, altered information on an account form that had been previously signed by a client and used in a previous transaction in order to process a new transaction in the client's account, contrary to MFDA Rule 2.1.1;
- b) between April 2012 and September 2016, falsified 89 account forms in respect of 43 clients by altering information on the account forms without having the clients initial the alterations, contrary to MFDA Rule 2.1.1; and
- c) between July 2011 and February 2016, obtained, possessed, and in some instances, used to process transactions, 18 pre-signed account forms in respect of 11 clients, contrary to MFDA Rule 2.1.1.

AND WHEREAS the Hearing Panel is of the opinion that the Respondent, Todd Russell Williams:

- a) on or about January 8, 2013, altered information on an account form that had been previously signed by a client and used in a previous transaction in order to process a new transaction in the client's account, contrary to MFDA Rule 2.1.1;
- b) between August 2011 and July 2016, falsified 24 account forms in respect of 21 clients by altering information on the account forms without having the clients initial the alterations, contrary to MFDA Rule 2.1.1; and
- c) between July 2011 and March 2016, obtained, possessed, and in some instances, used to process transactions, 14 pre-signed account forms in respect of 10 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 Tamera Jean Williams shall pay a fine in the amount of \$15,000 in certified funds pursuant to s. 24.1.1.(b) of MFDA By-law No. 1;

2. The Respondent Tamera Jean Williams 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 6 months pursuant to s. 24.1.1(e) of MFDA By-Law No. 1;
3. The Respondent Todd Russell Williams shall pay a fine in the amount of \$12,500 in certified funds pursuant to s. 24.1.1.(b) of MFDA By-law No. 1;
4. The Respondents shall, jointly and severally, pay costs in the amount of \$2,500 in certified funds pursuant to s. 24.2 of MFDA By-law No. 1;
5. The Respondents shall in the future comply with MFDA Rule 2.1.1; and
6. 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]