



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: Michelle Morgan Poirier

Heard: July 19, 2016 in Edmonton, Alberta
Reasons for Decision: August 31, 2016

REASONS FOR DECISION

Hearing Panel of the Prairie Regional Council:

Shelley L. Miller, Q.C.

Nada Israeli

Howard Mix

Chair

Industry Representative

Industry Representative

Appearances:

David Babin

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Counsel for the Mutual Fund Dealers
Association of Canada

Nicolas Businger

Counsel for the Respondent

INTRODUCTION

1. On January 8, 2016 the Mutual Fund Dealers Association of Canada (the "MFDA") issued a Notice of Hearing pursuant to section 24.4 of Bylaw No. 1 of the MFDA in respect of Michelle Morgan Poirier (the "Respondent").
2. The Respondent and the MFDA Staff propose to enter into a Settlement Agreement dated July 19, 2016 pursuant to which the Respondent would be disciplined under ss. 20 and 24.1.1 of By-law No. 1 of the MFDA.
3. The proposed Settlement Agreement provides that the Respondent shall:
 - (a) pay a fine of \$7,500 pursuant to section 24.1.1. (b) of By-law No. 1, payable as follows:
 - i. pay \$2,500 upon acceptance of the Settlement Agreement, and
 - ii. pay \$5,000, within 30 days, following acceptance of the Settlement Agreement.
 - (b) pay costs in the amount of \$2,500 pursuant to section 24.2 of By-law No. 1 upon acceptance of this Settlement Agreement;
 - (c) in future comply with MFDA Rule 2.1.1 and 2.3.1, and
 - (d) attend in person on the date set for the Settlement Hearing..
4. On July 19, 2016, after hearing representations by counsel, this Panel approved the Settlement Agreement, with written reasons to follow, and agreed to sign an Order to that effect. The written reasons for such approval are set out below.

AGREED FACTS

Registration

5. Since April 27, 2010, the Respondent has been registered in Alberta as a mutual fund

dealing representative with Sun Life Financial Investment Services (Canada) Inc., (“Sun Life”), a Member of the MFDA (the “Member”).

6. The Respondent is currently registered in the securities industry as a mutual fund dealing representative with the Member.

7. At all material times, the Respondent operated out of the Member’s branch located in Edmonton, Alberta.

Discretionary Trading

8. The Respondent first met with the client MC on April 11, 2013, when the client was 33 years old, in order for client MC to open an account with Sun Life and invest the proceeds of a pension transfer in the amount of \$91,762.83. During this meeting, client MC signed a Transfer Authorization for Registered Investments Form transferring the proceeds of her pension to the Member and authorizing the investment of all the pension proceeds into the Sun Life Money Market Fund (the “Money Market Fund”).

9. During the April 11, 2013 meeting, the Respondent and client MC discussed transferring the funds invested in the Money Market Fund to other mutual funds at some point in the future. Client MC and the Respondent agreed to a plan to evenly split the funds residing in the Money Market Fund between two Sun Life funds: the Managed Granite Balanced Fund (the “Balanced Fund”) and the Global Investments Managed Enhanced Income Fund (the “Income Fund”).

10. Client MC did not sign any additional transfer documents (apart from the Transfer Authorization for Registered Investments Form described in paragraph 8) or trade forms during the meeting on April 11, 2013.

11. Following client MC’s investment in the Money Market Fund, the Respondent discussed with the Regional Wealth Sales Director at the Member her recommendation to move the client’s monies into the Balanced Fund and the Income Fund. Following that discussion and her further

review, the Respondent felt that a reallocation of the funds designated for the Income Fund to two alternate funds, the Dynamic Strategic Yield Fund (the “Yield Fund”) and the MFS Global Total Return Fund (the “Total Return Fund”) would be to client MC’s benefit.

12. On August 15, 2013, the Respondent emailed client MC and recommended the revised asset allocation for her investments. Specifically, the Respondent recommended that client MC redeem her investment in the Money Market Fund and allocate the monies as follows:

- (a) 50% of the monies would be invested in the Balanced Fund (as previously discussed with client MC);
- (b) 30% of the monies would be invested in the Yield Fund, and
- (c) 20% of the monies would be invested in the Total Return Fund.

13. On August 30, 2013, prior to receiving a response from client MC to her email, the Respondent set up one Automatic Financial Exchange (“AFE”) in client MC’s account in order to implement her recommendations. The Respondent set up the AFE as a dollar-cost averaging strategy and the intended result was to fully switch client MC out of the Money Market Fund within a year.

14. Pursuant to the AFE, on August 30, September 30, October 30, and December 2, 2013, funds were switched from the Money Market Fund into the Balanced Fund, the Yield Fund, and the Total Return Fund in the proportions described in paragraph 12 above

15. Under the section of the AFE labeled “Client Authorization”, the Respondent wrote that the AFE had been set up and processed pursuant to a Limited Trading Authorization (“LTA”). Client MC did have an LTA on file with the Member. But client MC had not responded to the Respondent’s trade recommendations described in paragraph 12 above.

16. Between August 30, 2013 and December 2, 2013, \$30,600 was transferred from the Money Market Fund into the aforementioned funds as follows:

- a) \$15,300 was invested in the Balanced Fund,
- b) \$9,180 was invested in the Yield Fund, and
- c) \$6,120 was invested in the Total Return Fund.

Member's Response

17. On December 10, 2013, client MC submitted a complaint about the Respondent's conduct to the Sun Life Ombudsman.

18. The Member sent audit letters to twenty of the Respondent's clients, enclosing each client's annual statements for 2013 and 2014. The clients were asked to contact the Member with any concerns. No clients contacted the Member with any concerns.

19. The Member issued the Respondent a warning letter, notifying her that she would be placed on Market Conduct Watch and Close Supervision for six months, and requiring her to review the MFDA Rules, and amend her business practices to prevent further compliance issues. No concerns arose as a result of the Member's Market Conduct Watch, Close Supervision or subsequent supervision of the Respondent.

Additional Considerations

20. The Respondent has never been the subject of a disciplinary proceeding by the MFDA.

21. The Respondent has acknowledged her misconduct and expressed remorse.

22. The Respondent was relatively inexperienced in the mutual fund industry at the time of the misconduct. The Respondent had been registered for only three and a half years at the time of the misconduct.

23. There is no evidence of client loss in this matter. The Respondent states that, between August 30, 2013 and December 2, 2013, the Yield Fund and the Total Return Fund generated

returns of 6.02% and 6.91% respectively, while the Income Fund generated a return of 5.76%.

24. The Respondent has cooperated with Staff.

25. There is no evidence that the Respondent received any financial benefit from engaging in the misconduct other than the fees to which the Respondent would have been ordinarily entitled had the transactions in the client's accounts been carried out in the proper manner.

26. The Respondent has cooperated fully with Staff during its investigation into her conduct. By entering into this Settlement Agreement, the Respondent has saved the MFDA the time, resources, and expense associated with conducting a full hearing of the allegations.

ACCEPTANCE OF THE SETTLEMENT AGREEMENT

27. This Panel is mindful of the comments about the role of a Hearing Panel at a settlement hearing stated in *Sterling Mutuals Inc. (Re)* [2008] File No. 200820, Hearing Panel of the Central Regional Council, Decision and Reasons dated August 21, 2008 at p 37, (*Sterling Mutuals*) citing the I.D.A. Ontario District Council in *Milewski (Re)* that:

“We also note that while in a contested hearing the Panel attempts to determine the correct penalty, in a settlement hearing, the Panel will tend not to alter a penalty that it considers to be within a reasonable range, taking into account the settlement process and the fact that the parties have agreed. It will not reject a settlement unless it views the penalty as clearly falling outside a reasonable range of appropriateness.”

28. This Panel is similarly mindful of the comments about the benefits of settlements aptly noted by the British Columbia Court of Appeal in *British Columbia (Securities Commission) v. Seifert*, [2007] B.C.J. No. 2186 (B.C.C.A.) in referencing passages from the Supreme Court of Canada in *R. v. 974649 Ontario Inc.*, 2001 SCC 81, [2001] 3 S.C.R. 575, particularly the following at paragraph 49:

“Settlements assist the Commission to ensure that its overriding objective, the protection of the public is met. Settlements proscribe activities that are harmful to the public. In so doing, they are effective in accomplishing the purposes of the statute. They provide means of reaching a flexible remedy that is tailored to address the interests of both the Commission and the person under investigation. Enforcement is rarely a concern because the settlement is voluntary. A person who is the subject of an investigation retains the option of refusing to settle and proceeding to a hearing. Settlements are also efficient. Both parties can forego the time and expense of a hearing. Or, they can settle some matters, and direct their resources to the matters in dispute, and are therefore to be resolved by way of a hearing.”

29. This Panel is also mindful of the list of considerations set out in the *Sterling Mutuals* decision as well as the MFDA Penalty Guidelines which hearing panels may take into account in their determination of whether a proposed settlement agreement should be accepted.

30. This Panel has considered the following factors as relevant and aggravating:

a) Nature of the Misconduct

- i) The Respondent engaged in discretionary trading that is clearly serious misconduct as noted in *Griffith (Re)*, MFDA File No. 201329, Hearing Panel of the Central Regional Council, Decision and Reasons dated August 19, 2014, at para. 7, (*Griffith (Re)*), and *Leo Alexander O’Brian and David Baxter Snow, (Re)*, MFDA File No. 200809, Hearing Panel of the Atlantic Regional Council, Decision and Reasons dated November 25, 2008 at para. 19.
- ii) The Respondent breached MFDA Rule 2.1.1, which requires Approved Persons to adhere to a high standard of ethical conduct and as stated in *Breckenridge (Re)*, MFDA File No. 200718, Hearing Panel of the Central Regional Council, Decision and Reasons dated November 14, 2007, at para. 71:

“The Rule articulates the most fundamental obligations of all registrants in the securities industry.”

31. This Panel has considered the following factors as relevant and mitigating.

a) Past Conduct

The Respondent has no disciplinary history.

b) Experience in the Securities Industry

The Respondent has been registered as a dealing representative since only April 2010. It was submitted by her counsel and accepted by Staff counsel that her conduct was an error of judgment.

c) Recognition of Seriousness of the Misconduct

The Respondent has cooperated with the investigation by MFDA Staff in the investigation, has accepted responsibility for her misconduct by entering into the Settlement Agreement, spared the MFDA the additional time and expense of a full contested hearing and attended in person at the hearing, all of which demonstrate her recognition of and remorse for the seriousness of the misconduct.

d) Client Harm and Benefits to Respondent

Staff found no evidence of client losses or client complaints, or that the Respondent received any financial or other benefit due to her conduct.

32. This Panel has also considered the following additional factors as relevant:

a) Penalty Guidelines

The Hearing Panel considered the MFDA Penalty Guidelines for breach of the Standard of Conduct Rule 2.1.1, while noting that they are neither mandatory nor binding. This

Panel also noted that the parties have jointly proposed that the Respondent be assessed a fine of \$7,500 which is in line with the recommended penalty set out in the MFDA Penalty Guidelines.

b) Deterrence

A fine in line with that recommended by the Penalty Guidelines for breach of the standard of conduct of Approved Persons and an order for costs is necessary to achieve both specific and general deterrence, to deter the Respondent from repetition of such conduct and to deter others in the capital market from engaging in similar activity. It further demonstrates that the Respondent's misconduct in all of the circumstances is serious and has significant consequences.

c) Previous Decisions in Similar Cases

The recent decisions of *Griffith (Re)*, *supra*, *McDonald (Re)*, MFDA File No. 201506, Hearing Panel of the Prairie Regional Council, Order dated October 7, 2015, *Chen (Re)*, MFDA File No. 201006, Hearing Panel of the Pacific Regional Council, Decision and Reasons dated April 18, 2011, and *Izzio (Re)*, MFDA File No. 201355, Hearing Panel of the Central Regional Council, Decision and Reasons dated July 30, 2014, all involved imposed fines and costs awards in similar amounts to the fine and costs proposed in the Settlement Agreement under consideration in this case

33. In conclusion, based on consideration of the above factors, this Panel is satisfied that the Settlement Agreement is in the public interest, is reasonable and proportionate, and will foster public confidence in the integrity of the Canadian capital markets and the industry and, accordingly, approves its terms. The Settlement Agreement is attached as Schedule "1" to these reasons for decision.

34. This Panel thanks counsel for their helpful presentation and for providing further particulars of the surrounding circumstances to assist this Panel in its deliberations.

DATED this 31st day of August, 2016.

“Shelley L. Miller”

Shelley L. Miller, Q.C.
Chair

“Nada Israeli”

Nada Israeli
Industry Representative

“Howard Mix”

Howard Mix
Industry Representative

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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: Michelle Morgan Poirier

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 Prairie 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 Michelle Poirier (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. Since April 27, 2010, the Respondent has been registered in Alberta as a mutual fund dealing representative with Sun Life Financial Investment Services (Canada) Inc. a Member of the MFDA (the “Member”).

7. The Respondent is currently registered in the securities industry as a mutual fund dealing representative with the Member.

8. At all material times, the Respondent operated out of the Member's branch located in Edmonton, Alberta.

Discretionary Trading

9. The Respondent first met with client MC on April 11, 2013, when the client was 33 years old, in order for client MC to open an account with Sun Life and invest the proceeds of a pension transfer in the amount of \$91,762.83. During this meeting, client MC signed a Transfer Authorization for Registered Investments Form transferring the proceeds of her pension to the Member and authorizing the investment of all of the pension proceeds into the Sun Life Money Market Fund (the "Money Market Fund").

10. During the April 11, 2013 meeting, the Respondent and client MC discussed transferring the funds invested in the Money Market Fund to other mutual funds at some point in the future. Client MC and the Respondent agreed to a plan to evenly split the funds residing in the Money Market Fund between two Sun Life funds: the Managed Granite Balanced Fund (the "Balanced Fund") and the Global Investments Managed Enhanced Income Fund (the "Income Fund").

11. Client MC did not sign any additional transfer documents (apart from the Transfer Authorization for Registered Investments Form described in paragraph 9) or trade forms during the meeting on April 11, 2013.

12. Following client MC's investment in the Money Market Fund, the Respondent discussed her recommendation to move the client's monies into the Balanced Fund and the Income Fund with the Regional Wealth Sales Director at the Member. Following that discussion and her further review, the Respondent felt that a reallocation of the funds designated for the Income Fund to two alternate funds, the Dynamic Strategic Yield Fund (the "Yield Fund") and the MFS Global Total Return Fund (the "Total Return Fund"), would be to client MC's benefit.

13. On August 15, 2013, the Respondent emailed client MC and recommended the revised asset allocation for her investments. Specifically, the Respondent recommended that client MC redeem her investment in the Money Market Fund and allocate the monies as follows:

- a) 50% of the monies would be invested in the Balanced Fund (as previously discussed with client MC);
- b) 30% of the monies would be invested in the Yield Fund; and
- c) 20% of the monies would be invested in the Total Return Fund.

14. On August 30, 2013, prior to receiving a response to her email from client MC, the Respondent set up one Automatic Financial Exchange (“AFE”) in client MC’s account in order to implement her recommendations. The Respondent set up the AFE to automatically redeem \$7,650 from the Money Market Fund, once a month for a period of twelve months, and invest the monies in accordance with the Respondent’s recommendations described in paragraph 13 above. The Respondent set up the AFE as a dollar-cost averaging strategy and the intended result was to fully switch client MC out of the Money Market Fund within a year.

15. Pursuant to the AFE, on August 30, September 30, October 30, and December 2, 2013, funds were switched from the Money Market Fund into the Balanced Fund, the Dynamic Fund, and the Total Return Fund in the proportions described in paragraph 13 above.

16. Under the section of the AFE labelled “Client Authorization”, the Respondent wrote that the AFE had been set up and processed pursuant to a Limited Trading Authorization (“LTA”). Client MC did have a LTA on file with the Member, but client MC had not responded to the Respondent’s trade recommendations described in paragraph 13 above.

17. Between August 30, 2013 and December 2, 2013, \$30,600 was transferred from the Money Market Fund into the aforementioned funds as follows:

- a) \$15,300 was invested in the Balanced Fund;
- b) \$9,180 was invested in the Dynamic Fund; and

c) \$6,120 was invested in the Total Return Fund.

Member's Response

18. On December 10, 2013, client MC submitted a complaint about the Respondent's conduct to the Sun Life Financial Ombudsman.

19. The Member sent audit letters to twenty of the Respondent's clients, enclosing each client's annual statements for 2013 and 2014. The clients were asked to contact the Member if any discrepancies or concerns were identified. No clients contacted the Member with any concerns.

20. The Member issued the Respondent a warning letter, notifying her that she would be placed on Market Conduct Watch and Close Supervision for six months, and requiring her to review the MFDA Rules, and amend her business practices to prevent further compliance issues. No concerns arose as a result of the Member's Market Conduct Watch, Close Supervision or subsequent supervision of the Respondent.

Additional Considerations

21. The Respondent has never been the subject of a disciplinary proceeding by the MFDA.

22. The Respondent has acknowledged her misconduct and has expressed remorse.

23. The Respondent was relatively inexperienced in the mutual fund industry at the time of the misconduct. The Respondent had only been registered for three and a half years at the time of the misconduct.

24. There is no evidence of client loss in this matter. The Respondent states that, between August 30, 2013 and December 2, 2013, the Dynamic Fund and Global Return Fund generated returns of 6.02% and 6.91% respectively, while the Income Fund generated a return of 5.76%.

25. The Respondent has cooperated with Staff during its investigation into her conduct. By entering into this Settlement Agreement, the Respondent has saved the MFDA the time, resources, and expense associated with conducting a full hearing of the allegations.

V. CONTRAVENTION

26. The Respondent admits that between August 15, 2013 and December 10, 2013, the Respondent engaged in discretionary trading in client MC's account by processing four trades totaling approximately \$30,600, contrary to MFDA Rules 2.3.1 and 2.1.1.

VI. TERMS OF SETTLEMENT

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

- a) The Respondent shall pay a fine in the amount of \$7,500 pursuant to section 24.1.1(b) of By-law No. 1, payable as follows:
 - i) The Respondent shall pay \$2,500 upon acceptance of this Settlement Agreement;
and
 - ii) The Respondent shall pay \$5,000, within 30 days, following the acceptance of this Settlement Agreement;
- b) The Respondent shall pay costs in the amount of \$2,500 pursuant to section 24.2 of By-law No. 1 upon acceptance of this Settlement Agreement;
- c) The Respondent will attend in person, on the date set for the Settlement Hearing; and
- d) The Respondent shall in the future comply with MFDA Rules 2.3.1 and 2.1.1.

VII. STAFF COMMITMENT

28. 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 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

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

30. 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 her 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.

31. 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.

32. 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 her.

IX. FAILURE TO HONOUR SETTLEMENT AGREEMENT

33. 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

34. 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.

35. Whether or not this Settlement Agreement is accepted by the Hearing Panel, the Respondent agrees that she 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

36. 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.

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

XII. EXECUTION OF SETTLEMENT AGREEMENT

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

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

DATED this 18th day of July, 2016.

“Michelle Poirier”

Michelle Poirier

“RT”

Witness – Signature

RT

Witness – Print Name

“Shaun Devlin”

Staff of the MFDA
Per: Shaun Devlin
Senior Vice-President,
Member Regulation – Enforcement

Schedule "A"

Order

File No. 201604



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: Michelle Morgan Poirier

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 Michelle Morgan Poirier (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 August 15, 2013 and December 10, 2013, the Respondent engaged in discretionary trading in client MC's account by processing four trades totaling approximately \$30,600, contrary to MFDA Rules 2.3.1 and 2.1.1.

IT IS HEREBY ORDERED THAT the Settlement Agreement is accepted, as a consequence of which:

1. The Respondent shall pay a fine in the amount of \$7,500 pursuant to section 24.1.1(b) of By-law No. 1, payable as follows:

- a) The Respondent shall pay \$2,500 upon acceptance of this Settlement Agreement; and
- b) The Respondent shall pay \$5,000, within 30 days of the acceptance of this Settlement Agreement;

2. The Respondent shall pay costs in the amount of \$2,500 pursuant to section 24.2 of By-law No. 1 upon acceptance of this Settlement Agreement;

3. The Respondent shall in the future comply with MFDA Rules 2.3.1 and 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]