



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: Leszek Dziadecki

SETTLEMENT AGREEMENT

I. INTRODUCTION

1. Staff of the Mutual Fund Dealers Association of Canada (“Staff”) and the Respondent, Leszek Dziadecki (the “Respondent”), consent and agree to settlement of this matter by way of this agreement (the “Settlement Agreement”).
2. Staff conducted an investigation of the Respondent’s activities which disclosed activity for which the Respondent could be penalized on the exercise of the discretion of the Hearing Panel pursuant to section 24.1 of By-law No.1.

II. JOINT SETTLEMENT RECOMMENDATION

3. Staff and the Respondent jointly recommend that the Hearing Panel accept the Settlement Agreement.
4. The Respondent admits to the following violations of the By-laws, Rules or Policies of the Mutual Fund Dealers Association of Canada (“MFDA”):

- a) Between August 2013 and August 2018, the Respondent obtained, possessed, and in some instances, used to process transactions, 9 pre-signed account forms in respect of 3 clients, contrary to MFDA Rule 2.1.1.
5. Staff and the Respondent agree and consent to the following terms of settlement:
- a) the Respondent shall pay a fine in the amount of \$7,000 in certified funds upon acceptance of the Settlement Agreement, pursuant to s. 24.1.1(b) of MFDA By-law No.1;
- b) the Respondent shall be prohibited from acting as a branch manager or in a supervisory role with a Member of the MFDA for a period of 6 months, pursuant to s. 24.1.1(e) of MFDA By-law No.1;
- c) prior to acting as a branch manager or in a supervisory role in the future, the Respondent shall successfully complete a branch manager's course offered by the Canadian Securities Institute or the Investment Funds Institute of Canada, pursuant to s. 24.1.1(f) of MFDA By-law No. 1;
- d) the Respondent shall pay costs in the amount of \$2,500 in certified funds upon acceptance of the Settlement Agreement, pursuant to s. 24.2 of MFDA By-law No.1;
- e) the Respondent shall in the future comply with MFDA Rule 2.1.1; and
- f) the Respondent will attend in person (via videoconference) on the date set for the Settlement Hearing.
6. Staff and the Respondent agree to the settlement on the basis of the facts set out in Part III herein and consent to the making of an Order in the form attached as Schedule "A"

III. AGREED FACTS

7. Commencing in 1996, the Respondent was registered in the securities industry.
8. Between May 2004 and October 1, 2018, the Respondent was registered in Ontario as a mutual fund salesperson (now known as a dealing representative) with Global Maxfin Investments Inc. (the "Member"), a Member of the MFDA.

9. In May 2004 the Member designated the Respondent as a branch manager.
10. In October 2016, the Respondent ceased acting as a branch manager.
11. On October 1, 2018, the Respondent resigned, and he is not currently registered in the securities industry in any capacity.
12. At all material times, the Respondent conducted business in the Mississauga, Ontario area.

Pre-Signed Account Forms

13. At all material times, the Member's policies and procedures prohibited its Approved Persons from using pre-signed account forms.
14. Between August 2013 and August 2018, the Respondent obtained, possessed, and in some instances, used to process transactions, 9 pre-signed account forms in respect of 3 clients.
15. The pre-signed account forms consisted of order forms and registered education savings plan withdrawal forms.

The Member's Investigation

16. In or around September 2018, during the course of a routine branch review, the Member identified two account forms with potential concerns regarding client signatures.
17. The Member commenced an investigation into the Respondent's conduct. The Member reviewed all client files serviced by the Respondent and identified the account forms that are the subject of this Settlement Agreement.
18. On September 27, 2018, the Member advised the Respondent that as a result of the findings of its investigation, it would be imposing the following on the Respondent: 6 months of close supervision, a \$5,000 fine, a 5% commission reduction for a period of time, and a warning letter.
19. On October 1, 2018, the Respondent resigned from the Member before any of the measures set out above in paragraph 18, including the payment of the fine and any deduction of commissions, could be implemented.

20. In December 2018, the Member sent letters to all clients serviced by the Respondent in order to determine whether the Respondent had asked clients to sign incomplete or blank signed forms. No clients raised any concerns in response to this inquiry.

21. In January 2019, the Member sent letters to the clients in respect of whom the Respondent obtained or used the pre-signed account forms that are the subject of this Settlement Agreement in order to determine whether the clients had authorized all transactions in their accounts. No clients raised any concerns to the Member in response to its inquiry.

Additional Factors

22. The Member has confirmed to Staff that the Respondent did not receive any financial benefit from the conduct set out above.

23. There is no evidence of client loss or lack of authorization for the underlying transactions.

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

25. By entering into this Settlement Agreement, the Respondent has saved the MFDA the time, resources, and expenses associated with conducting a full hearing on the allegations.

IV. ADDITIONAL TERMS OF SETTLEMENT

26. 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.

27. 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.

28. The Settlement Agreement shall become effective and binding upon the Respondent and Staff as of the date of its acceptance by the Hearing Panel. Unless otherwise stated, any monetary penalties and costs imposed upon the Respondent are payable immediately, and any suspensions, revocations, prohibitions, conditions or other terms of the Settlement Agreement shall commence, upon the effective date of the Settlement Agreement.

29. Staff and the Respondent agree that if this Settlement Agreement is accepted by the Hearing Panel:

- a) the Settlement Agreement will constitute the entirety of the evidence to be submitted respecting the Respondent in this matter;
- b) the Respondent waives any rights to a full hearing, a review hearing before the Board of Directors of the MFDA or any securities commission with jurisdiction in the matter under its enabling legislation, or a judicial review or appeal of the matter before any court of competent jurisdiction;
- c) Staff will not initiate any proceeding under the By-laws of the MFDA against the Respondent in respect of the contraventions described in this Settlement Agreement. Nothing in this Settlement Agreement precludes Staff from investigating or initiating proceedings in respect of any contraventions that are not set out in this Settlement Agreement. Furthermore, nothing in this Settlement Agreement shall relieve the Respondent from fulfilling any continuing regulatory obligations;
- d) the Respondent shall be deemed to have been penalized by the Hearing Panel pursuant to s. 24.1.2 of By-law No. 1 for the purpose of giving notice to the public thereof in accordance with s. 24.5 of By-law No. 1; and
- e) neither Staff nor the Respondent will make any public statement inconsistent with this Settlement Agreement. Nothing in this section is intended to restrict the Respondent from making full answer and defence to any civil or other proceedings against the Respondent.

30. If, for any reason, this Settlement Agreement is not accepted by the Hearing Panel, each of Staff and the Respondent will be entitled to any available proceedings, remedies and challenges,

including proceeding to a disciplinary hearing pursuant to sections 20 and 24 of By-law No. 1, unaffected by the Settlement Agreement or the settlement negotiations.

31. Staff and the Respondent agree that the terms of the Settlement Agreement, including the attached Schedule “A”, will be released to the public only if and when the Settlement Agreement is accepted by the Hearing Panel.

32. 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 14th day of January, 2021.

“Leszek Dziadecki”

Leszek Dziadecki

“BM”

Witness – Signature

BM

Witness – Print Name

“Charles Toth”

Staff of the MFDA

Per: Charles Toth

Vice-President, Enforcement

Schedule “A”

**Order
File No.**



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Re: Leszek Dziadecki

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 Leszek Dziadecki (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 2013 and August 2018, the Respondent obtained, possessed, and in some instances, used to process transactions, 9 pre-signed account forms in respect of 3 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 pay a fine in the amount of \$7,000 in certified funds upon acceptance of the Settlement Agreement, pursuant to s. 24.1.1(b) of MFDA By-law No.1;

2. The Respondent shall be prohibited from acting as a branch manager or in a supervisory role with a Member of the MFDA for a period of 6 months, pursuant to s. 24.1.1(e) of MFDA By-law No.1;
3. Prior to acting as a branch manager or in a supervisory role in the future, the Respondent shall successfully complete a branch manager's course offered by the Canadian Securities Institute or the Investment Funds Institute of Canada, pursuant to s. 24.1.1(f) of MFDA By-law No. 1;
4. The Respondent shall pay costs in the amount of \$2,500 in certified funds upon acceptance of the Settlement Agreement, pursuant to s. 24.2 of MFDA By-law No.1;
5. The Respondent 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]

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