



**IN THE MATTER OF  
THE MUTUAL FUND DEALER RULES**

**AND**

**DAVID ALAN ROBERTSON**

**SETTLEMENT AGREEMENT**

**PART I – INTRODUCTION**

1. The Canadian Investment Regulatory Organization (“CIRO”)<sup>i</sup> will issue a Notice of Settlement Hearing to announce a settlement hearing pursuant to Mutual Fund Dealer Rule 7.4.4 and Rules 14 and 15 of the Mutual Fund Dealer Rules of Procedure (“Rules of Procedure”) to consider whether a Hearing Panel should accept this Settlement Agreement between Enforcement Staff and David Alan Robertson (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.

**Registration History**

4. Between March 15, 2015, and November 24, 2022, the Respondent was registered in British Columbia as a dealing representative with Sun Life Financial Investment Services (Canada) Inc. (the “Dealer Member”) a dealer Member of CIRO (formerly

a Mutual Fund Dealer of the MFDA). The Respondent is no longer an Approved Person.

5. Previously, the Respondent was registered in British Columbia as an Approved Person with two other dealer members from March 14, 2003, until September 1, 2009, and from September 28, 2009, to January 30, 2015, respectively.
6. At all material times, the Respondent conducted business in the Burnaby, British Columbia, area.

### **Conflict of Interest**

7. At all material times, the Dealer Member's policies and procedures prohibited Approved Persons from engaging in personal financial dealings and borrowing from clients.
8. At all material times, MS was a client of the Dealer Member whose accounts were serviced by the Respondent. The Respondent was responsible for servicing client MS's accounts commencing in approximately 2004 while he was registered with previous dealer members.
9. On February 25, 2019, when client MS was 77 years old, the Respondent sought and obtained a loan from client MS in the amount of \$15,000 (the "Loan").
10. The Loan was not reduced to writing and there were no set terms for repayment, duration, or interest.
11. The Respondent used the monies he obtained from client MS pursuant to the Loan to pay for his personal expenses.
12. Also on February 25, 2019, the Respondent facilitated the redemption of \$15,000 from client MS's non-registered mutual fund account held with the Dealer Member.

13. During the years 2019 through 2022, the Respondent completed and submitted to the Dealer Member annual questionnaires wherein he stated that he had not entered into any personal financial dealings or borrowing with clients. The Respondent's statements to the Dealer Member were false or misleading since the Respondent had borrowed monies from client MS as described above.
14. In November 2022, the Respondent resigned from the Dealer Member and ceased to be registered in the securities industry.
15. In or around December 2022, a family member and power of attorney for client MS (the "Power of Attorney"), discovered that client MS had lent monies to the Respondent, and contacted the Respondent to obtain repayment of the Loan.
16. In or around January 2023, the Respondent prepared a handwritten document, signed only by the Respondent, entitled "Personal Services Agreement" which stated, in part:

As consideration for funds advanced from [client MS], I, [the Respondent] agree to a reduced fee on future services accounted to [client MS] and/or [client MS's estate] until the amount of \$15,000 has been recouped. This shall include services and transactions provided to [client MS] and [client MS's] beneficiaries.
17. On or around January 25, 2023, the Power of Attorney submitted a complaint to the Dealer Member in respect of the unpaid Loan. The Dealer Member commenced an investigation into the Respondent's conduct.
18. On or around March 3, 2023, the Dealer Member offered to reimburse client MS for the Loan. The Power of Attorney advised the Dealer Member that the Respondent had already agreed to a repayment plan for the amounts owed under the Loan.
19. The Respondent repaid the Loan in 15 post-dated cheques each in the amount of \$1,000 and dated March 1, 2023, through May 1, 2024, respectively.
20. The Respondent provided Staff with evidence of repayment and the Power of Attorney confirmed to Staff that the Loan was fully repaid.

#### **PART IV – CONTRAVENTIONS**

21. By engaging in the conduct described above, the Respondent committed the following contraventions of CIRO requirements:

Between February 25, 2019, and May 1, 2024, the Respondent borrowed monies from a client which gave rise to a conflict or potential conflict of interest which the Respondent failed to disclose to the Dealer Member or otherwise ensure was addressed by the exercise of responsible business judgment influenced only by the best interests of the client, contrary to Mutual Fund Dealer Rule 2.1.4 (formerly MFDA Rule 2.1.4).<sup>1</sup>

22. The Respondent shall in the future comply with Mutual Fund Dealer Rule 2.1.4.

#### **PART V – TERMS OF SETTLEMENT**

23. The Respondent agrees to the following sanctions and costs:

- (i) a fine in the amount of \$10,000;
- (ii) costs in the amount of \$2,500; and
- (iii) a prohibition from conducting securities related business in any capacity while in the employ of or associated with any Dealer Member of CIRO registered as a mutual fund dealer for a period of 12 months.

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<sup>1</sup> On June 30, 2021, MFDA Rule 2.1.4 was amended and renumbered to become MFDA Rule 2.1.4(2) in respect of the conduct of Approved Persons. As the conduct addressed in this proceeding occurred before and after this amendment, the version of MFDA Rule 2.1.4 that was in effect between February 27, 2006 and June 30, 2021, and the version of MFDA Rule 2.1.4(2) that was in effect between June 30, 2021 and December 31, 2022 are applicable to this proceeding. On January 1, 2023, MFDA Rule 2.1.4(2) was incorporated into Mutual Fund Dealer Rule 2.1.4(2). The version of Mutual Fund Dealer Rule in effect between January 1, 2023 and May 1, 2024 is also applicable to the conduct addressed in this proceeding.

24. If this Settlement Agreement is accepted by the Hearing Panel, the Respondent agrees to pay the amounts referred to above immediately upon such acceptance, unless otherwise agreed between Enforcement Staff and the Respondent.

#### **PART VI – STAFF COMMITMENT**

25. 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.
26. 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 Mutual Fund Dealer Rule 7 against the Respondent. These proceedings may be based on, but not limited to, the facts set out in Part III of this Settlement Agreement.

#### **PART VII – PROCEDURE FOR ACCEPTANCE OF SETTLEMENT**

27. This Settlement Agreement is conditional on acceptance by the Hearing Panel.
28. This Settlement Agreement shall be presented to a Hearing Panel at a settlement hearing in accordance with Mutual Fund Dealer Rule 7.4.4, and Rules of Procedure 14 and 15, in addition to any other procedures that may be agreed upon between the parties.
29. 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.

30. If the Hearing Panel accepts this Settlement Agreement, the Respondent agrees to waive all rights under the Rules and By-law No. 1 of CIRO, and any applicable legislation to any further hearing, appeal, and review.
31. 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.
32. The terms of this Settlement Agreement are confidential unless and until this Settlement Agreement has been accepted by the Hearing Panel.
33. This Settlement Agreement will become available to the public upon its acceptance by the Hearing Panel and CIRO will post a copy of this Settlement Agreement on the CIRO website. CIRO 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.
34. 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.
35. 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**

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

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

**DATED** this 14 day of February, 2025.

“Witness” \_\_\_\_\_  
Witness

“David Alan Robertson” \_\_\_\_\_  
Respondent

“Lerina J.M. Koornhof” \_\_\_\_\_  
Lerina J.M. Koornhof  
Enforcement Counsel on behalf of  
Enforcement Staff of the Canadian  
Investment Regulatory Organization

The Settlement Agreement is hereby accepted this 30<sup>th</sup> day of May, 2025, by the following Hearing Panel:

Per: “Susan E. Ross” \_\_\_\_\_  
Chair

Per: “Jared Webb” \_\_\_\_\_  
Industry Member

Per: “Bruce Krutow” \_\_\_\_\_  
Industry Member

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<sup>i</sup> Where the rules, by-laws, and policies of the Mutual Fund Dealers Association of Canada (the “MFDA”) that were in force immediately prior to amalgamation of the Investment Industry Regulatory Organization of Canada and the MFDA have been incorporated into the Mutual Fund Dealer Rules, Enforcement Staff have referenced the relevant section of the Mutual Fund Dealer Rules.