CIRO · OCRI
Canadian Investment Regulatory Organization
Organisme canadien de réglementation des investissements

IN THE MATTER OF
THE INVESTMENT DEALER AND PARTIALLY CONSOLIDATED RULES AND THE DEALER MEMBER RULES
AND
EMMA RUBY DOHERTY

SETTLEMENT AGREEMENT

PART I – INTRODUCTION

1. The Canadian Investment Regulatory Organization ("CIRO") will issue a Notice of Application to announce a settlement hearing pursuant to sections 8215 and 8428 of the Investment Dealer and Partially Consolidated Rules (the "Investment Dealer Rules") to consider whether a hearing panel should accept this Settlement Agreement between Enforcement Staff and Emma Ruby Doherty ("Doherty" or 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.

Overview

4. Between July 2020 and February 2024, Doherty engaged in personal financial dealings with a client and family member.

5. In July 2017, Doherty became a registered representative with TD Waterhouse Canada Inc. ("TD Waterhouse"), a Dealer Member of CIRO, where she was employed until she was terminated in February 2024. Doherty worked for TD Wealth Private Investment Advice, a division of TD Waterhouse.

6. In July 2020, Doherty's family member, JB, became Doherty's client. Doherty failed to report to TD Waterhouse that her client, JB, was a family member.

7. Doherty received funds and a non-monetary gift from JB whilst JB was a client of Doherty. Doherty failed to report these financial dealings to TD Waterhouse.

Failure to disclose family relationship

8. On July 14, 2020, JB became a client of Doherty, and between March 17, 2020 and May 21, 2023, opened several accounts at TD Waterhouse, including TD Wealth Private Investment Advice account 7CU786A (the "Account").

9. Doherty was required to report her personal relationship with JB to TD Waterhouse. Doherty failed to disclose the relationship.

Personal Financial Dealings

(i) Credit card transactions

10. On December 7, 2023, JB informed a TD Canada Trust ("TDCT") branch manager that JB did not recognize numerous transactions, totaling $594,520, from JB's TDCT account to a BMO credit card. JB did not have an account with BMO. On December 8, 2023, a disputed transaction claim was lodged with TDCT.

11. Doherty was the sole holder of the BMO credit card and had added the credit card to JB's TD online banking profile. Doherty transferred the funds from the Account to JB's TDCT account, following which Doherty made payments from JB's TDCT account to her credit card.

12. Doherty obtained and used the client's TD online banking ID and password to make payments to her credit card without having any authority over the Account. JB did not use online banking platforms.

13. On December 11, 2023, Doherty advised TDCT that she had explained the credit card transactions to JB. On December 12, 2023, JB attended a TDCT branch regarding the disputed transactions claim and was concerned about the transactions. On December 20,

2023, JB withdrew the disputed transactions claim on the basis that Doherty had explained the transactions.

(ii) Other financial dealings

14. In September 2021, whilst JB was Doherty's client, JB paid $401,289.97 towards a down payment on a property jointly owned by Doherty and JB (the "Property"). This amount was paid from the Account. Doherty failed to disclose this payment to TD Waterhouse. Doherty also failed to disclose that she and JB co-owned the Property.

15. In 2020, whilst JB was Doherty's client, JB gifted Doherty a motor vehicle. Doherty failed to disclose this gift to TD Waterhouse.

TD Waterhouse investigation

16. On January 4, 2024, following JB's disputed transaction claim, TD Wealth Compliance opened an investigation into Doherty's conduct (the "Investigation").

17. The Investigation revealed that the funds used in the disputed transactions originated from the Account, and that Doherty was the investment advisor for the Account. Further, the Investigation revealed that Doherty was the sole owner of the BMO credit card that received the disputed funds, and that Doherty transferred the funds using JB's online banking ID and password despite having no authority over the Account.

18. The Investigation also revealed that Doherty had not disclosed her relationship to JB, contrary to TD Waterhouse policies and procedures. Further, the Investigation determined that Doherty had not disclosed to TD Waterhouse that she had a mortgage with JB, and that JB had gifted her a car.

19. The investigation concluded that Doherty breached TD's Code of Conduct and Ethics policy and on February 8, 2024, TD Waterhouse terminated Doherty for cause.

Other facts

20. The Respondent has not been a CIRO registrant since her departure from TD Waterhouse on February 8, 2024.

21. The Respondent does not have a disciplinary history.

Conclusion

22. An Approved Person of a Dealer Member must not, directly or indirectly, engage in any personal financial dealings with clients. In receiving numerous funds and a non-monetary gift from JB, Doherty engaged in personal financial dealings.

PART IV – CONTRAVENTIONS

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

i. Between July 2020 and February 2024, Doherty engaged in personal financial dealings, contrary to Dealer Member Rule 43 (prior to January 1, 2022), and Investment Dealer Rule 3100, section 3115 (after January 1, 2022).

PART V – TERMS OF SETTLEMENT

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

a. Fine in the amount of $25,000;

b. Two-month prohibition on re-approval in any capacity with CIRO; and

c. Costs in the amount of $3,000.

26. If this Settlement Agreement is accepted by the hearing panel, the Respondent agrees to pay the amounts referred to above within 30 days of such acceptance unless otherwise agreed between Enforcement Staff and the Respondent.

PART VI – STAFF COMMITMENT

27. 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.

28. 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 Investment Dealer Rule 8200 against the Respondent. These proceedings may be based on, but are not limited to, the facts set out in Part III of this Settlement Agreement.

PART VII – PROCEDURE FOR ACCEPTANCE OF SETTLEMENT

29. This Settlement Agreement is conditional on acceptance by the hearing panel.

30. This Settlement Agreement shall be presented to a hearing panel at a settlement hearing in accordance with sections 8215 and 8428 of the Investment Dealer Rules, in addition to any other procedures that may be agreed upon between the parties.

31. 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.

32. If the hearing panel accepts this Settlement Agreement, the Respondent agrees to waive all rights under the Rules of CIRO and any applicable legislation to any further hearing, appeal and review.

33. 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.

34. The terms of this Settlement Agreement are confidential unless and until this Settlement Agreement has been accepted by the hearing panel.

35. 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.

36. 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.

37. 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

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

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

DATED this "21" day of "November", 2025.

"Witness"
Witness

"Emma Doherty"
Respondent

"Joe Kelly"
Joe Kelly
Enforcement Counsel on behalf of
Enforcement Staff of the
Canadian Investment Regulatory
Organization

The Settlement Agreement is hereby accepted this “17” day of “December”, 2025 by the following Hearing panel:

Per: “Peter Hambly”
Chair

Per: “David Lang”
Industry Member

Per: “Natalie Coutu”
Industry Member