

IN THE MATTER OF FP CANADA STANDARDS COUNCIL™

AND

WAYNE DOUGLAS KAUTZMAN

2025 FPCA 23

FP Canada Standards Council™ Discipline Hearing Panel

Decision and Reasons

Proceeding format: Matter heard in writing
Dates of deliberation: September 9, 2025
Date of decision: October 21, 2025
Hearing Panel: Claudia Duceac, CFP®, Chair of the Hearing Panel
Shelly Feld, LL.B
David Corrado, CFP®

Tamara Center, L.L.B., for FP Canada Standards Council
Wayne Douglas Kautzman, Respondent
Ahmad Mozaffari, J.D., Independent Legal Counsel to the Hearing Panel
Shahmeen Mazhar, Tribunals Clerk

1. The FP Canada Standards Council Discipline Hearing Panel (the “Panel”) held a written hearing to consider allegations of misconduct against Wayne Douglas Kautzman, CFP® (“Mr. Kautzman” or the “Respondent”). The Panel considered the Joint Settlement Agreement filed by the parties, as well as the parties’ Joint Settlement Submissions.

GENERAL OVERVIEW OF THE FACTS

2. Mr. Kautzman has been consistently certified with FP Canada™ since August 1, 2005, and at the time of these reasons, is a CFP® professional in good standing.
3. Mr. Kautzman has been employed in the financial services industry since 1998 as a financial and insurance advisor, as well as a financial planner. In 2020, he joined Meckelborg Financial Group Ltd (“MFG”), a boutique investment firm, where he is currently employed. Mr. Kautzman works in the financial planning division, and works closely with the advisory, investment and insurance divisions to provide financial planning services for the firm’s clients.

4. In accordance with his reporting obligations, on May 9, 2024, Mr. Kautzman reported to FP Canada that he had filed a Consumer Proposal on May 1, 2024. By email dated July 18, 2024, Mr. Kautzman confirmed that the Consumer Proposal was accepted on June 15, 2024, and approved by the Court on June 30, 2024 (the “2024 Consumer Proposal”). Mr. Kautzman has made all payments required pursuant to the 2024 Consumer Proposal and is not in default at the time of these reasons.
5. Mr. Kautzman’s financial troubles started as early as 2008, when he worked at several Exempt Market Dealers (“EMDs”). Some of his employers had financial difficulties and withheld compensation. Furthermore, Mr. Kautzman invested personally in exempt market products, which resulted in financial losses. His inconsistent revenue and the use of lines of credit and credit cards to pay for his costs of living led to financial troubles. He ultimately left the EMD industry in 2017, but not without accumulating a large tax debt owed to the Canada Revenue Agency (“CRA”) while he was not getting paid consistently.
6. As noted above, Mr. Kautzman is currently employed, and his employment income is salary-based.
7. In April 2024, while he was negotiating his outstanding debt with the CRA, CRA began garnishing 60 % of his wages. This resulted in Mr. Kautzman receiving substantially less net pay which forced him to enter the 2024 Consumer Proposal, which consequently triggered his reporting obligations to FP Canada and led to these proceedings being commenced.

STATEMENT OF ALLEGATIONS

8. The allegations against Mr. Kautzman were set out in the Statement of Allegations dated December 5, 2024 as follows:
 - a. *By being subject to a Consumer Proposal as of the date of this Statement of Allegations, the Respondent is presumptively barred from continued certification with FP Canada;*
 - b. *In addition and/or in the alternative, the Consumer Proposal approved in June 2024 reflects adversely on the Respondent’s fitness as a Certificant, the certification marks or the profession; in breach of Rule 2 of the Standards of Professional Responsibility commencing in June 2024 and currently in force.*

JOINT SETTLEMENT AGREEMENT

9. The parties filed with the Panel a Joint Settlement Agreement, a copy of which is attached as Schedule A.

DECISION AND REASONS

10. Pursuant to Article 6.11 of the Disciplinary Rules and Procedures, the “Hearing Panel shall review the Settlement Agreement and, unless the Hearing Panel considers the terms of the Settlement Agreement to be inappropriate in the circumstances, shall make an order consistent with the agreed terms of the Settlement”.
11. The Panel acknowledges that a joint settlement should only be rejected if the settlement would bring the administration of justice into disrepute or would otherwise be contrary to the public interest. In *R. v. Anthony-Cook*, 2016 SCC 43, the Supreme Court of Canada explained that to meet this test, the settlement must be “so unhinged from the circumstances of the offence and the offender that its acceptance would lead reasonable and informed persons, aware of all the relevant circumstances, including the importance of promoting certainty in resolution discussions, to believe that the proper functioning of the justice system had broken down.”
12. The Panel accepts the Joint Settlement Agreement and finds that it is not inappropriate in the circumstances.
13. In executing the Joint Settlement Agreement, Mr. Kautzman acknowledges and admits the Allegations in the Statement of Allegations, which the Panel finds are proven based upon the admissions made in the Joint Settlement Agreement.

Allegation #1 – Presumptive Bar Triggered by Consumer Proposal

14. Mr. Kautzman admits that, pursuant to the Fitness Standards, the 2024 Consumer Proposal is a presumptive bar to his continued certification with FP Canada.
15. The parties agree and jointly propose that the presumptive bar ought to be set aside and Mr. Kautzman ought to be permitted to maintain his certification with FP Canada - but *only* if the conditions set out in the “Proposed Penalty” section are met.
16. The parties submitted that the respondent’s financial difficulties which led to the 2024 Consumer Proposal stemmed largely from his involvement in the EMD industry starting as

early as seventeen years ago.

17. Although Mr. Kautzman's 2024 Consumer Proposal is related to a prior consumer proposal from 2015 (the "2015 Consumer Proposal") and attributable to the same root cause, i.e. Kautzman's employment in the exempt market industry, Mr. Kautzman has taken steps to change his employment circumstances and the events that led to the 2024 Consumer proposal are not likely to repeat themselves. Notably since 2020, Mr. Kautzman has had a financial plan, a job that provides salary-based income and has been making payments to reduce his CRA debt.
18. The Panel also notes that Mr. Kautzman works within a team, does not have independent carriage of client files and all financial plans are reviewed by the whole team in advance of being presented to clients. Mr. Kautzman does not manage client investments and does not have direct access to or control over the client funds.
19. Furthermore, in accordance with his reporting obligations, Mr. Kautzman did report to FP Canada that he filed a consumer proposal within a few days of doing so. Although, being subject to a consumer proposal is a presumptive bar to an individual remaining certified with FP Canada, Mr. Kautzman was afforded an opportunity to submit a Request for Reconsideration and request that the presumptive bar to his continued certification be displaced.
20. Mr. Kautzman took advantage of this opportunity and submitted a Request for Reconsideration on August 20, 2024, and provided further information and representations thereafter.
21. In addition, the Panel further notes that although, Mr. Kautzman previously filed for bankruptcy in 1989 (following a divorce from his first wife) and entered into a consumer proposal in 2015, the 1989 event occurred many years before his certification with FP Canada and the 2015 Consumer Proposal occurred at a time when consumer proposals were not a presumptive bar to certification. Moreover, the 2024 Consumer Proposal subsumed the CRA debt and garnishment associated with the 2015 Consumer Proposal.
22. Mr. Kautzman acknowledges that there were several steps he could have taken to avoid the 2024 Consumer Proposal by mitigating the cash flow and income replacement needs, including:

- a. He could have decided not to enter into the EMD industry at all, or not to personally invest in exempt market products, given the risks and the volatility associated with them;
 - b. While not receiving compensation for several months at a time, he could have either been more proactive to obtain his entitled compensation or exited the line of work sooner; and
 - c. When he realized he could not pay his taxes and debts to the CRA on a timely basis, he could have departed from the EMD work sooner.
23. Given that Mr. Kautzman's ability to adhere to the payment terms of the 2024 Consumer Proposal is related to his ability to maintain his certification and to remain employed, the Hearing Panel agrees that suspending his certification would not protect the public and it would have the effect of financially crippling Mr. Kautzman.

Allegation #2 – Adverse Reflection on the Profession

24. Additionally, Mr. Kautzman admits, and the Panel agrees, that the 2024 Consumer Proposal reflects adversely on his fitness as a Certificant, the certification marks or the profession, and that this is a breach of Rule 2 of the Standards of professional Responsibility in place since June 2024 and currently in force.

PENALTY

25. The aggravating circumstances relevant to this matter are that the debt is CRA debt, which is concerning, given that Mr. Kautzman is a financial planner and that the debt accumulation was largely due to his choice to be involved in the EMD industry for so long.
26. The Panel notes the following mitigating circumstances:
- a. There have been no client complaints to FP Canada regarding Mr. Kautzman arising from the 2024 Consumer Proposal, and Mr. Kautzman states that no complaints were made to him directly either;
 - b. Mr. Kautzman does not have independent carriage of client files, nor does he manage client investments or have direct access to or control over client funds; therefore, the risk to the public is mitigated;

- c. Mr. Kautzman is adhering to the repayment structure of the 2024 Consumer Proposal and is not in default of any payments;
 - d. Mr. Kautzman’s employer is aware of the 2024 Consumer Proposal; and
 - e. By entering into this Agreement, Mr. Kautzman has avoided the need for a prolonged hearing on the merits, saving time and resources.
27. In addition, Mr. Kautzman does not have a prior disciplinary history with the Standards Council.
28. The Panel also notes that in the previous case of *Marlene Buxton*,¹ a settlement agreement was accepted in similar circumstances, and a hearing panel determined that it was in the public interest to set aside the presumptive bar on continued certification in the face of a consumer proposal and permitted Ms. Buxton to remain certified if she complied with the terms of her settlement agreement with the Standards Council which were very similar to the terms of the Joint Settlement Agreement in this case.
29. The Panel has considered the proposed penalty, which it accepts meets the principle of serving and protecting the public interest. It is not inappropriate, and the Panel will not interfere with it.

ORDER

30. For these reasons, the Panel accepts the Joint Settlement Agreement and finds that the Respondent engaged in misconduct as alleged in the Statement of Allegations and as admitted in the Joint Settlement Agreement.
31. The Panel orders the following disciplinary penalty pursuant to its authority under article 8.2 of the *Disciplinary Rules and Procedures*. In particular, the Panel orders that the presumptive bar to continued certification should be set aside, but *only if* the following conditions are met:
- a. In addition to completing the annual Continuing Education (“CE”) hours required of every CFP professional, the Respondent shall successfully complete, at his own cost, two (2) additional CE credits in the category of Professional Responsibility and two (2) additional credits in the category of Financial Planning, by completing CE programs offered by the

¹2025-04-15 Decision and Reasons – Marlene Buxton

- FP Canada Institute™. The Respondent will provide proof of completion to the Standards Council within twelve (12) months of the date of the Hearing Panel's order;
- b. The Respondent shall successfully complete, at his own cost, the Government of Canada Insolvency Counselling Program pursuant to the *Business and Insolvency Act*.
 - c. The Respondent shall provide a letter to FP Canada from the Proposal Administrator of continued compliance with the 2024 Consumer Proposal every six (6) months, on the first of the month, commencing on November 1, 2025, until the 2024 Consumer Proposal has been discharged. The Respondent agrees to immediately report to the Standards Council any default on any payment on the 2024 Consumer Proposal;
 - d. The Respondent will not have any trading authority (limited or otherwise) on behalf of any clients throughout the duration of the 2024 Consumer Proposal until it is discharged. In the event of a change in job description or employer, the Respondent shall provide a letter from his current or new employer, as applicable, confirming that he continues to meet the restriction set out in this paragraph;
 - e. The Respondent shall pay \$2,000 in costs within thirty (30) days of the date of the Hearing Panel Order is signed; and
 - f. If the Respondent fails to meet any of the terms set out in paragraphs 31 (a) to (e) above, or if any default on any payment of the 2024 Consumer Proposal occurs, he agrees that his CFP certification will be immediately suspended until such time as FP Canada receives proof that the 2024 Consumer Proposal has been fully performed.
32. If the Respondent fails to comply with any of the terms of the Joint Settlement Agreement and this Order, the Standards Council may commence a new proceeding which may be based on, but not limited to, the facts set out in the Joint Settlement Agreement.

DATED this 21st day of October 2025

“Claudia Duceac”

Claudia Duceac, CFP®, Chair of the Hearing Panel

“Shelly Feld”

Shelly Feld, LL.B

“David Corrado”

David Corrado, CFP®

FP CANADA STANDARDS COUNCIL™

AND

WAYNE DOUGLAS KAUTZMAN, CFP®

Joint Settlement Agreement

NOTICE OF SETTLEMENT

1. In accordance with Article 6.11 of the FP Canada Standards Council™ Disciplinary Rules and Procedures (the “DRP”), and as set out in this Joint Settlement Agreement (the “Agreement”), a settlement of all particulars in this matter has been reached between the FP Canada Standards Council™ (the “Standards Council”), a Division of FP Canada™, and Wayne Douglas Kautzman (“Mr. Kautzman” or the “Respondent”).

ACKNOWLEDGEMENTS

Execution of this Agreement

2. The Respondent has carefully reviewed this Agreement and is aware of the right to retain and/or consult with legal counsel and has decided to proceed without legal counsel.
3. The Respondent has signed this Agreement voluntarily and without duress.
4. The parties agree that this Agreement will be filed with the Standards Council Discipline Hearing Panel (the “Hearing Panel”), in advance of the hearing, on consent.

The Allegations

5. As set out in the Statement of Allegations dated December 5, 2024¹, the Standards Council makes the following allegations against the Respondent:
 - a. *By being subject to a Consumer Proposal as of the date of this Statement of Allegations, the Respondent is presumptively barred from continued certification with FP Canada;*
 - b. *In addition and/or in the alternative, the Consumer Proposal approved in June 2024 reflects adversely on the Respondent’s fitness as a Certificant, the certification marks or*

¹ [Statement of Allegations - Kautzman](#)

the profession; in breach of Rule 2 of the Standards of Professional Responsibility commencing in June 2024 and currently in force.

Admissions

6. The Respondent admits the facts contained in this Agreement and admits that the facts support the particulars of misconduct contained in the Statement of Allegations dated December 5, 2024.
7. The Respondent understands that because he has signed this Agreement, the Standards Council will not have to prove the admitted facts or the admitted particulars through a full hearing; instead, the Hearing Panel will be asked to make a finding of misconduct based on this Agreement.

Jurisdiction

8. The Respondent accepts the jurisdiction of the Hearing Panel to make a finding of misconduct in accordance with Article 8.1 of the DRP. He further accepts the jurisdiction of the Hearing Panel to impose a penalty pursuant to Article 8.2 of the DRP.
9. The Respondent understands that the Hearing Panel will review this Agreement having regard to Article 6.11 of the DRP and that the Hearing Panel may reject this Agreement and/or request amendments to this Agreement.
10. The Respondent understands that the Decision and Reasons, as well as a summary of the Decision, will be published in accordance with Article 10 of the DRP.

Waiver of Appeal

11. The Respondent is aware of his right to appeal a decision of the Hearing Panel pursuant to Article 9.1 of the DRP and, by executing this Agreement, voluntarily waives such right upon acceptance of this Agreement by the Hearing Panel.

FACTS

Background of the Respondent

12. Mr. Kautzman was certified by the Financial Planning Standards Council®, now FP Canada™, as a CERTIFIED FINANCIAL PLANNER® professional on August 1, 2005. Mr. Kautzman has consistently renewed his certification and, as of the date of this Agreement, his certification remains current. Mr. Kautzman does not have a prior disciplinary history with the Standards Council.
13. Mr. Kautzman has been employed in the financial services industry since 1998 as a financial and insurance advisor, as well as a financial planner. In 2020, he joined

Meckelborg Financial Group Ltd (“MFG”), a boutique investment firm, where he is currently employed. Mr. Kautzman works in the financial planning division, and works closely with the advisory, investment and insurance divisions to provide financial planning services for the firm’s clients.

14. Mr. Kautzman currently works and resides in Saskatoon, Saskatchewan.

Background of the Proceeding

15. In accordance with his reporting obligations, on May 9, 2024, Mr. Kautzman reported to FP Canada that he had filed a Consumer Proposal on May 1, 2024. By email dated July 18, 2024, Mr. Kautzman confirmed that the Consumer Proposal was accepted on June 15, 2024, and approved by the Court on June 30, 2024 (the “2024 Consumer Proposal”). Payments in the amount of \$1,300 are to be paid over a period of sixty (60) consecutive months (i.e. five (5) years), and commenced on June 30, 2024. Mr. Kautzman has made all payments required pursuant to the 2024 Consumer Proposal and is not in default at the time of this Agreement.
16. By letter dated August 20, 2024, Standards Council staff notified Mr. Kautzman that pursuant to the FP Canada Standards Council Fitness Standards (the “Fitness Standards”), being subject to a Consumer Proposal is a presumptive bar to an individual remaining certified by FP Canada.
17. Mr. Kautzman was afforded an opportunity to submit a Request for Reconsideration and request that the presumptive bar to his continued certification be displaced. Mr. Kautzman took advantage of this opportunity and submitted a Request for Reconsideration on August 30, 2024, and provided further information and representations thereafter.
18. On October 29, 2024, the Conduct Review Panel (“CRP”) convened and referred the allegations set out herein to a Hearing Panel.

The Allegations

Allegation #1 – Presumptive Bar Triggered by Consumer Proposal

19. Mr. Kautzman admits that, pursuant to the Fitness Standards, the 2024 Consumer Proposal is a presumptive bar to his continued certification with FP Canada.
20. The parties agree; however, that given all of the circumstances set out below, the presumptive bar ought to be set aside and Mr. Kautzman ought to be permitted to maintain his certification with FP Canada – but *only if* the conditions set out under the “Proposed Penalty” section below are met.

The Circumstances Which Led to the 2024 Consumer Proposal²

21. Starting as early as 2008, Mr. Kautzman worked at several Exempt Market Dealers (“EMDs”). Two (2) of the EMDs where he worked had financial difficulties and withheld compensation for periods as long as six (6) to eight (8) months. In addition, Mr. Kautzman had personally invested in exempt market products, which investments resulted in financial loss. Mr. Kautzman relied on lines of credit and credit cards to pay for his expenses and debts while hoping that his compensation would be forthcoming.
22. In 2013, Mr. Kautzman moved to a new EMD firm, but the delay in receiving the compensation earned from the previous two (2) EMDs he worked at ultimately led to Mr. Kautzman entering into a Consumer Proposal in July 2015 (the “2015 Consumer Proposal”). At the time of entering into the 2015 Consumer Proposal, Mr. Kautzman states that he was not aware that amongst his other debts, he had debts owed to the Canada Revenue Agency (“CRA”) arising from tax debt that accrued while he was not getting paid consistently.
23. In June 2017, Mr. Kautzman left the EMD industry. He entered into an agreement with a Managing General Agency in the hopes of building back his insurance business. Mr. Kautzman experienced some success with larger corporate insurance cases and was able to pay a portion of the CRA debt from the compensation he received from these cases; however, there were insufficient funds to pay all of his outstanding CRA debt. Mr. Kautzman expected to continue to obtain large corporate insurance cases, but a few cases fell through, thus he was unable to pay the remaining CRA debt.
24. When the COVID-19 pandemic was declared in March 2020, Mr. Kautzman left the EMD industry and he joined MFG, which offered a salary-based income, and where he is employed as of the date of this Agreement. At MFG, Mr. Kautzman and his colleagues work as a team, and all financial planning is reviewed by the whole team in advance of presenting to clients. Mr. Kautzman does not manage client investments and does not have direct access to or control over client funds.
25. On or around April 15, 2024, while negotiating his outstanding debt with CRA, CRA began garnishing 60% of his wages. Mr. Kautzman asserts that as a result of the resulting decrease in his income, he was forced to make the difficult decision to enter into the 2024 Consumer Proposal. The 2024 Consumer Proposal subsumed the CRA garnishment,

² The two (2) insolvency events described in this section are the most pertinent to this matter. Mr. Kautzman also filed for personal bankruptcy in 1989 (which was discharged in 1991); however, this event occurred prior to his certification with FP Canada and is very historic. Mr. Kautzman states that this filing was due to a divorce from his first wife who maxed out all their debt and withdrew all their money. The parties agree that the financial difficulties pertaining to the 1989 bankruptcy have been resolved and do not impact the 2024 Consumer Proposal.

thus concluding the garnishment of Mr. Kautzman's wages. The 2024 Consumer Proposal is the consumer proposal that triggered these proceedings.

26. The amount of the 2024 Consumer Proposal is \$78,000, plus \$1,500 in administration costs.³ The term of the 2024 Consumer Proposal is five (5) years and is scheduled for discharge by May 2029. The monthly payments for the CRA debt are \$1,300, which Mr. Kautzman states is manageable - so long as he remains employed.
27. In retrospect, Mr. Kautzman acknowledges that there were several steps he could have taken to avoid the 2024 Consumer Proposal by mitigating the cash flow and income replacement needs, including:
 - a. He could have decided not to enter into the EMD industry at all, or not to personally invest in exempt market products, given the risks and the volatility associated with them;
 - b. While not receiving compensation for several months at a time, he could have either been more proactive to obtain his entitled compensation or exit the line of work sooner; and
 - c. When he realized he could not pay his taxes and debts to the CRA on a timely basis, he could have departed from the EMD work sooner.

Allegation #2 – Adverse Reflection on the Profession

28. In addition, Mr. Kautzman admits that the 2024 Consumer Proposal reflects adversely on his fitness as a Certificant, the certification marks or the profession, and that this is a breach of Rule 2 of the *Standards of Professional Responsibility* in place since June 2024 and currently in force.

Aggravating Circumstances

29. The following aggravating circumstances are relevant in this matter:
 - a. A portion of the debt is CRA debt, and the nature of this type of debt is concerning given Mr. Kautzman's role as a financial planner; and
 - b. Mr. Kautzman's debt accumulation was largely due to his choice to be involved in the EMD industry and his persistence in this career choice.

³ Although the 2024 Consumer Proposal states that the debtor is to pay the lesser of \$78,000 or 100% of the proven unsecured claims, Mr. Kautzman advises that the \$78,000 is the lesser amount of two.

Mitigating Circumstances

30. The following mitigating circumstances are relevant in this matter:
- a. The 2015 Consumer Proposal and 2024 Consumer Proposal are interrelated. Both Consumer Proposals are attributable to the same root cause, and date back to the time when Mr. Kautzman was employed in the exempt market industry (i.e., between 2008 and 2017);
 - b. Mr. Kautzman has taken steps to change his employment circumstances and the events that led to the 2024 Consumer Proposal are not likely to be repeated. Notably, since 2020, he has had a financial plan, a job that provides a salary-based income and he has not worked in the EMD industry since 2017.
 - c. Mr. Kautzman regrets entering into the EMD industry, and admits that there were various steps he could have taken to prevent the CRA debt and the 2024 Consumer Proposal;
 - d. There have been no client complaints to FP Canada regarding Mr. Kautzman arising from the 2024 Consumer Proposal, and Mr. Kautzman states that no complaints were made to him directly either;
 - e. Mr. Kautzman does not have independent carriage of client files, nor does he manage client investments or have direct access to or control over client funds; therefore, the risk to the public is mitigated;
 - f. Mr. Kautzman is adhering to the repayment structure of the 2024 Consumer Proposal and is not in default of any payments;
 - g. Mr. Kautzman's employer is aware of the 2024 Consumer Proposal; and
 - h. By entering into this Agreement, Mr. Kautzman has avoided the need for a prolonged hearing on the merits, saving time and resources.
31. In addition, as noted above, Mr. Kautzman does not have a prior disciplinary history with the Standards Council.

APPLICABLE STANDARDS

32. The 2024 Consumer Proposal was approved in June 2024, and is continuing as of the date of this Agreement. As such, the applicable *Standards of Professional Responsibility* are those that came into force June 2024 and currently in effect.

33. The applicable *Fitness Standards* and Rule set out in the *Standards of Professional Responsibility* are as follows:

In relevant part, the *Fitness Standards* provide:

Each of the below is a presumptive bar to new, continued or reinstated certification and may, following review, result in a finding that an individual should be denied new or continued certification by FP Canada:

- Currently in personal Bankruptcy proceedings or subject to a Consumer Proposal;

...

“Consumer Proposal” means an offer made by a debtor under the Bankruptcy and Insolvency Act to modify their payment to a creditor. Such a proposal must be completed within five years.

Rule (2): A Certificant shall not engage in any conduct, including conduct outside of their practice, that reflects adversely on their integrity or fitness as a Certificant, the FP Canada Certification Marks or the profession.

PENALTY

The Proposed Penalty

34. As noted above, given the mitigating circumstances in this case, the Standards Council agrees that the presumptive bar to continued certification should be set aside, but *only if* the following conditions are met:
- a. In addition to completing the annual Continuing Education (“CE”) hours required of every CFP professional, the Respondent shall successfully complete, at his own cost, two (2) additional CE credits in the category of Professional Responsibility and two (2) additional credits in the category of Financial Planning, by completing CE programs offered by the FP Canada Institute™. The Respondent will provide proof of completion to the Standards Council within twelve (12) months of the date of that the Hearing Panel Order is signed;
 - b. The Respondent shall successfully complete, at his own cost, the Government of Canada Insolvency Counselling Program pursuant to the *Business and Insolvency Act*.⁴
 - c. The Respondent shall provide a letter to FP Canada from the Proposal Administrator of continued compliance with the 2024 Consumer Proposal every six (6) months, on the first of the month, commencing on October 2025, until the 2024 Consumer Proposal has

⁴ This program is not a requirement of consumer proposals, as it is not a bankruptcy; however, Mr. Kautzman has agreed to take this course as a requirement of the terms of this Agreement.

been discharged. The Respondent agrees to immediately report to the Standards Council any default on any payment on the 2024 Consumer Proposal;

- d. The Respondent will not have any trading authority (limited or otherwise) on behalf of any clients throughout the duration of the 2024 Consumer Proposal until it is discharged. In the event of a change in job description or employer, the Respondent shall provide a letter from his current or new employer, as applicable, confirming that he continues to meet the restriction set out in this paragraph;
- e. The Respondent shall pay \$2,000 in costs within thirty (30) days of the date of the Hearing Panel Order is signed; and
- f. If the Respondent fails to meet any of the terms set out in paragraphs 30 (a) to (e) above, or if any default on any payment of the 2024 Consumer Proposal occurs, he agrees that his CFP certification will be immediately suspended until such time as FP Canada receives proof that the 2024 Consumer Proposal has been fully performed.

- 35. The parties jointly submit that setting aside the presumptive bar to Mr. Kautzman's certification and imposing the proposed penalty in this case is appropriate, in the public interest, and consistent with the admissions and the applicable standards.
- 36. If the Hearing Panel accepts this Agreement and the Respondent fails to comply with any of the terms of the Agreement, the Standards Council may commence a new proceeding which may be based on, but not limited to, the facts set out in this Agreement.
- 37. The terms of this Agreement shall be kept confidential by the parties unless and until this Agreement has been accepted by the Hearing Panel. If the Agreement is not accepted by the Hearing Panel, the Agreement will not be publicly referenced, published or otherwise released to the public.

This Agreement may be signed in counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

Agreed to by FP Canada Standards Council, this 21st day of August, 2025

"Tamara Center"

Tamara Center, Counsel to FP Canada Standards Council

“Rei Bajraktari”

Rei Bajraktari, Counsel to FP Canada Standards Council

Agreed to by Wayne Douglas Kautzman, this 21st day of August, 2025

“Wayne Douglas Kautzman”

Wayne Douglas Kautzman