

**FINANCIAL INDUSTRY REGULATORY AUTHORITY
LETTER OF ACCEPTANCE, WAIVER AND CONSENT
NO. 2011028452902**

TO: Department of Enforcement
Financial Industry Regulatory Authority ("FINRA")

RE: David Randolph Haase
General Securities Representative
CRD No. 2534907

Pursuant to FINRA Rule 9216 of FINRA's Code of Procedure, I submit this Letter of Acceptance, Waiver and Consent ("AWC") for the purpose of proposing a settlement of the alleged rule violations described below. This AWC is submitted on the condition that, if accepted, FINRA will not bring any future actions against me alleging violations based on the same factual findings described herein.

I.

ACCEPTANCE AND CONSENT

- A. I hereby accept and consent, without admitting or denying the findings, and solely for the purposes of this proceeding and any other proceeding brought by or on behalf of FINRA, or to which FINRA is a party, prior to a hearing and without an adjudication of any issue of law or fact, to the entry of the following findings by FINRA:

BACKGROUND

In July 1994, David Randolph Haase ("Haase") became registered with FINRA as a General Securities Representative with a FINRA member firm. From April 19, 2010 through June 9, 2011, Haase was registered in that capacity through member firm BMO Capital Markets Corp. (the "Firm"). On June 9, 2011, the Firm terminated Haase's employment for improper use of his corporate credit card and the Firm's car service account. Haase is currently registered with another FINRA member firm.

RELEVANT DISCIPLINARY HISTORY

Haase has no relevant disciplinary history.

OVERVIEW

Between April 2010 and June 2011, while employed at the Firm, Haase

improperly charged personal expenses to his Firm-issued credit card and improperly used the Firm's car service account for personal travel. Haase's improper use of the corporate credit card and car service violated FINRA Rule 2010.

FACTS AND VIOLATIVE CONDUCT

Haase was a managing director in a syndicate group at the Firm. In connection with his responsibilities in that role, the Firm issued Haase a corporate credit card. He was also given privileges to utilize the Firm's car service account for business-related travel.

The Firm's written supervisory procedures prohibited employees' personal use of the corporate credit card and Firm car service account. In Haase's department, in certain limited circumstances, employees were permitted to use the corporate credit card and Firm car service for personal expenses and travel, as long as they reimbursed the Firm within a reasonable time -- usually within thirty days of the transaction date.

Between April 2010 and May 2011, Haase charged personal expenses on the corporate credit card but failed to timely submit expense reports to the Firm, reconcile expenses or timely and fully reimburse the Firm. Haase's manager and his assistant warned Haase on several occasions to timely file expense reports, reconcile transactions, and limit his personal use of the corporate credit card. Despite the warnings, Haase continued to use the corporate credit card for personal expenses and failed to timely file expense reports and reconcile expenses. Although Haase repaid the Firm \$5,884 of the outstanding personal charges on the corporate credit card, by the spring of 2011 Haase had fallen several months behind in reconciling expenses and multiple personal charges remained outstanding. When Haase's employment was terminated in June 2011, he failed to reimburse the Firm for approximately \$20,000 of personal expenses charged to his corporate credit card.

Between April 2010 and June 2011, Haase used the Firm's car service for personal travel. The Firm paid Haase's personal car service charges without question and never sought reimbursement. In May 2011, Haase contacted the Firm's finance department to obtain an accounting of his car service usage to reconcile expenses. Shortly thereafter, the Firm terminated Haase's employment. Haase did not repay any of the outstanding personal car service charges prior to his termination from the Firm. In total, he charged approximately \$30,000 in personal travel to the Firm's car service account.

After he left the Firm, Haase entered into a written agreement with the Firm to repay the agreed-upon amount of outstanding personal corporate credit card and car service expenses of approximately \$40,000.

By improperly using the Firm's corporate credit card for personal expenses and the Firm's car service account for personal travel, Haase violated FINRA Rule 2010.

B. I also consent to the imposition of the following sanctions:

- a six-week suspension from association with any member of FINRA in any capacity;
- a \$20,000 fine; and
- an undertaking that I will remain current with required payments to the Firm consistent with the terms of the written agreement dated August 8, 2013.

I agree to pay the monetary sanction upon notice that this AWC has been accepted and that such payment is due and payable. I have submitted an Election of Payment form showing the method by which I propose to pay the fine imposed.

I specifically and voluntarily waive any right to claim that I am unable to pay, now or at any time hereafter, the monetary sanction imposed in this matter.

I understand that if I am barred or suspended from associating with any FINRA member, I become subject to a statutory disqualification as that term is defined in Article III, Section 4 of FINRA's By-Laws, incorporating Section 3(a)(39) of the Securities Exchange Act of 1934. Accordingly, I may not be associated with any FINRA member in any capacity, including clerical or ministerial functions, during the period of the bar or suspension (see FINRA Rules 8310 and 8311).

The sanctions imposed herein shall be effective on a date set by FINRA staff.

II.

WAIVER OF PROCEDURAL RIGHTS

I specifically and voluntarily waive the following rights granted under FINRA's Code of Procedure:

- A. To have a Complaint issued specifying the allegations against me;
- B. To be notified of the Complaint and have the opportunity to answer the allegations in writing;
- C. To defend against the allegations in a disciplinary hearing before a hearing panel, to have a written record of the hearing made and to have a written decision issued; and

- D. To appeal any such decision to the National Adjudicatory Council ("NAC") and then to the U.S. Securities and Exchange Commission and a U.S. Court of Appeals.

Further, I specifically and voluntarily waive any right to claim bias or prejudgment of the General Counsel, the NAC, or any member of the NAC, in connection with such person's or body's participation in discussions regarding the terms and conditions of this AWC, or other consideration of this AWC, including acceptance or rejection of this AWC.

I further specifically and voluntarily waive any right to claim that a person violated the ex parte prohibitions of FINRA Rule 9143 or the separation of functions prohibitions of FINRA Rule 9144, in connection with such person's or body's participation in discussions regarding the terms and conditions of this AWC, or other consideration of this AWC, including its acceptance or rejection.

III.

OTHER MATTERS

I understand that:

- A. Submission of this AWC is voluntary and will not resolve this matter unless and until it has been reviewed and accepted by the NAC, a Review Subcommittee of the NAC, or the Office of Disciplinary Affairs ("ODA"), pursuant to FINRA Rule 9216;
- B. If this AWC is not accepted, its submission will not be used as evidence to prove any of the allegations against me; and
- C. If accepted:
1. this AWC will become part of my permanent disciplinary record and may be considered in any future actions brought by FINRA or any other regulator against me;
 2. this AWC will be made available through FINRA's public disclosure program in response to public inquiries about my disciplinary record;
 3. FINRA may make a public announcement concerning this agreement and the subject matter thereof in accordance with FINRA Rule 8313; and
 4. I may not take any action or make or permit to be made any public statement, including in regulatory filings or otherwise, denying, directly or indirectly, any finding in this AWC or create the impression that the AWC is without factual basis. I may not take any position in any proceeding

brought by or on behalf of FINRA, or to which FINRA is a party, that is inconsistent with any part of this AWC. Nothing in this provision affects my: (i) testimonial obligations; or (ii) right to take legal or factual positions in litigation or other legal proceedings in which FINRA is not a party.

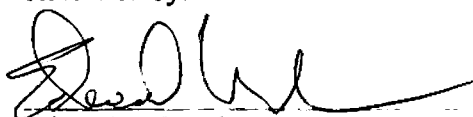
- D. I may attach a Corrective Action Statement to this AWC that is a statement of demonstrable corrective steps taken to prevent future misconduct. I understand that I may not deny the charges or make any statement that is inconsistent with the AWC in this Statement. This Statement does not constitute factual or legal findings by FINRA, nor does it reflect the views of FINRA or its staff.

I certify that I have read and understand all of the provisions of this AWC and have been given a full opportunity to ask questions about it; that I have agreed to its provisions voluntarily; and that no offer, threat, inducement, or promise of any kind, other than the terms set forth herein and the prospect of avoiding the issuance of a Complaint, has been made to induce me to submit it.

11.12.13
Date


David Randolph Haase
Respondent

Reviewed by:


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Counsel for Respondent
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Accepted by FINRA:

12.17.13
Date

Signed on behalf of the
Director of ODA, by delegated authority


Richard R. Best
Chief Counsel

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