

**IN THE MATTER OF  
THE FAIR TRADING ACT**

**THIS UNDERTAKING** is made pursuant to Section 152 of the Fair Trading Act.

**BY:**

**Alberta Manforce Network Inc.**  
4104A – 97 Street, Unit 212  
in the City of Edmonton, in the Province of Alberta,

and

**Thankarani Arul (Director)**  
8716 – 12 Avenue  
in the City of Edmonton, in the Province of Alberta

(hereinafter called the "Supplier")

**TO:**

The **DIRECTOR OF FAIR TRADING,**

(hereinafter called the "Director")

**WHEREAS:**

- (A) On June 22, 2007, the Supplier became licensed as an employment agency and is authorized to conduct business in Alberta.
- (B) The Supplier had entered into a contract on April 27, 2006 with Rhema Career Link of 60D Kallang Pudding Road, #02-03 Ingolstadt Centre, Singapore for the purpose of recruiting potential candidates for employment in Edmonton, Alberta.
- (C) The contract between the Supplier and Rhema Career Link included the agreement that Rhema Career Link would "assist in the collection of initial deposits for processing and other placement fees upon approval and remit to Alberta Manforce Network".
- (D) In May 2006, \_\_\_\_\_ attended a seminar in Singapore hosted by Rhema Career Link and Alberta Manforce Network Inc. Ms. \_\_\_\_\_ states that at the seminar Thankarani (aka Rani) Arul told her that for a fee, she could get her a job as a cashier with Shell Canada in Alberta. Thankarani Arul does not admit making this statement.
- (E) Ms. \_\_\_\_\_ made an initial deposit on May 2, 2006 of \$714.70 (Singapore currency) to Rhema Career Link. After passing the required medical examinations and obtaining a work permit, Ms. \_\_\_\_\_ made a further payment of \$2,700 (Singapore) to Rhema Career Link on December 9, 2006.
- (F) The Labour Market Opinion granted to Shell stipulates that the cost of airfare is not to borne by the Foreign Worker. However, Ms. \_\_\_\_\_ states she was told by the Supplier that she must pay this expense herself, so she purchased a one-way ticket to Canada from Singapore Airlines for \$1,406 (Singapore currency) on January 25, 2007. She has not been reimbursed for her airfare.

- (G) The Supplier represented that employment with Shell Canada had been secured for Ms. \_\_\_\_\_ upon her arrival in Edmonton, when in fact that was not the case
- (H) The Director asserts that he has reason to believe that the acts or practices of the Supplier described in recitals (D), (E), (F) and (G) constitute breaches of the Fair Trading Act.


**NOW THEREFORE THIS UNDERTAKING WITNESSES THAT:**

1. The Supplier acknowledges that it did receive six wire transfers from Rhema Career Link between May 30, 2006 and January 29, 2007 for processing fees for work placement in Edmonton as follows:
  - \$2,400 (CAD) on May 30, 2006 for 5 persons
  - \$3,700 (CAD) on June 15, 2006 for 8 persons
  - \$7,000 (CAD) on June 30, 2006 for 14 persons
  - \$3,500 (CAD) on July 25, 2006 for 7 persons
  - \$5,500 (CAD) on January 22, 2007 for 4 persons
  - \$12,000 (CAD) on January 29, 2007 for 6 persons
2. The Supplier acknowledges and admits that it, through its agents, employees, or representatives, has failed to comply with the Fair Trading Act and undertakes to the Director that it will not, at any time hereafter, engage in acts or practices similar to those described in recitals (D), (E), (F) and (G).
3. The Supplier will cease taking fees, rewards or other compensation either directly or indirectly from any person who is seeking employment or information respecting employers seeking employees; or from any person for securing or endeavoring to secure employment for the person, or for providing the person with information respecting any employer seeking an employee.
4. The Supplier has agreed to reimburse Ms. \_\_\_\_\_ \$3,000 (Canadian) for her initial deposit, placement fees and airfare. The Director acknowledges that the Supplier has already paid \$300 (Canadian) to Ms. \_\_\_\_\_ in addition to the above amount.
5. The Supplier states it returned \$300 to each of the following workers in February 2008:
6. The Supplier will continue to use its best efforts to locate and reimburse other Temporary Foreign Workers for any fees that were collected either directly or indirectly from them.
7. The Supplier will ensure it is acquainted with the requirements of the Fair Trading Act, especially those relating unfair practices, records retention, the Employment Agency Business Licensing Regulation, and the General Licensing and Security Regulation.
8. The Supplier has stated that it is no longer operating as an employment agency.
9. The Supplier will pay to the Minister of Finance of Alberta the sum of \$2,000, an amount that represents a portion of the costs associated with investigating this matter. Such payment is to be made with 15 days from the date of this Undertaking.

- 10. This Undertaking will be binding upon the Supplier and its successors and assigns unless:
  - a. terminated by the Director or varied with the consent of the Supplier;
  - b. varied by an Order of the Judge of the Court of Queen's Bench where the Judge is satisfied that the circumstances warrant varying the provisions of the Undertaking;
  - c. terminated by an Order of a Judge of the Court of Queen's Bench where the Judge is satisfied that the act or practice that the Supplier has undertaken to refrain from engaging in was not unfair; however, in any such case, the termination or variance does not invalidate anything done under this Undertaking prior to termination or variance.
- 11. The Supplier acknowledges that the Director may, upon breach by the Supplier of any term of the Undertaking, institute such proceedings and take such action under the Fair Trading Act as he may consider necessary.
- 12. It is understood that the terms of this Undertaking shall be maintained as a public record pursuant to Section 152(3) of the Fair Trading Act.
- 13. The Supplier acknowledges that it was advised by Service Alberta, and is aware that it is entitled to seek independent professional advice regarding the signing of this Undertaking, and the Supplier acknowledges that it is entering into this Undertaking voluntarily.


IN WITNESS WHEREOF the Supplier, has on this 2<sup>nd</sup> day of June, 2008 agreed to the terms of this Undertaking.

**Alberta Manforce Network Inc.**

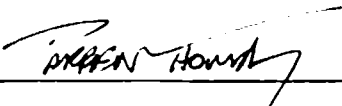
Per:   
 Thankarani Arul

And

**Thankarani Arul, Director**

  
 Thankarani Arul

ACCEPTED by the Director of Fair Trading this 6<sup>th</sup> day of June, 2008.

  
 Darren Thomas  
 DIRECTOR OF FAIR TRADING (as delegated)  
 Province of Alberta