

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

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

BY: **AAA CREDIT & RECOVERY SERVICES INC.**
3rd Floor, 250 Consumers Road, North York, ON M2J 4V6
Registered Office, c/o Brian McGregor, Attorney
4703 Sakwatamau
In the Town of Whitecourt, in the Province of Alberta

(hereinafter called the "**Supplier**")

TO: The **DIRECTOR OF FAIR TRADING**

(hereinafter called the "**Director**")

WHEREAS:

- (A) The Supplier is a licensed collection agency authorized to conduct business in Alberta.
- (B) The Supplier and its collectors require licensing to operate in Alberta.
- (C) The Supplier acknowledges that _____, Collection Manager, contacted _____, a resident of Calgary, on August 19 and 20, 2002, to collect an outstanding debt. Mr. _____ was not licensed in Alberta to collect at that time.
- (D) The Supplier acknowledges that on August 20, 2002, _____, Collection Manager, advised _____ that she had an outstanding debt of \$2927.12 and he was representing Citifinancial. Mr. _____ advised _____ that she owed the money to National Leasing. _____ provided proof that she paid this debt. Mr. _____ then advised her that she owed the money to Trans Canada Credit. _____ again provided proof that she paid this debt. Mr. _____ then directed _____ to call Citifinancial to ask for the name of the creditor. Mr. _____ acknowledges that Citifinancial contacted him after speaking to _____ and they advised him that this account was assigned in error and the account had been paid.

- (E) The Director asserts that he has reason to believe that the acts or practices of the Supplier described in recitals (C) and (D) herein constitutes breaches of the Fair Trading Act.

NOW THEREFORE THIS UNDERTAKING WITNESSES THAT:

- 1) The Supplier acknowledges and admits that it has failed to comply with the Fair Trading Act and undertakes to the Director that he/she will not knowingly nor intentionally, at any time hereafter the date of execution of the present Undertaking, engage in acts or practices similar to those described in recitals (C) and (D).
- 2) The Supplier will ensure that all employees, representatives and agents are forthwith acquainted with the requirements of the Fair Trading Act, especially as it pertains to Part 11, Collection Practices.
- 3) It is understood that the Supplier
 - I. Will ensure all AAA Credit & Recovery Services Inc. collectors (including those who skip trace) who may contact Albertans, are in compliance with Part 11 of the Fair Trading Act when doing so.
 - II. Will implement steps to ensure that collectors (including those who skip trace) are fully aware of their obligations and limitations under Part 11 of the Fair Trading Act when collecting debts on behalf of AAA Credit & Recovery Services Inc. in Alberta.
 - III. Will ensure that all collectors and skip tracers are aware that they are responsible for contacting the creditor, if a person states that they do not owe a debt, to determine if the money is due and owing by the person and providing accurate information concerning the name of the creditor and the balance owing on the account.
- 4) The Supplier understands that the undertaking document will be shared with other administrative or enforcement agencies and that this document must be maintained as part of the public record of all undertakings entered into under the Fair Trading Act.
- 5) The Supplier will pay to the Director, for deposit with the Finance Minister of Alberta, the sum of \$1600.00, which represents a portion of the costs associated with investigating this matter. Such payment shall be made within 10 days of the signing of this Undertaking.

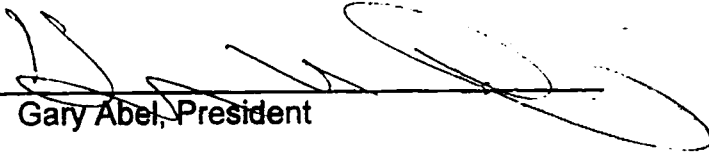
- 6) This Undertaking will be binding upon the Supplier and its successors and assigns unless;
 - a) terminated by the Director or varied with the consent of the Supplier;
 - b) varied by an Order of the Judge of the Court of Queen's Bench where the Judge is satisfied that the circumstances warrant varying 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 the termination or variance.

- 7) The Supplier acknowledges that the Director may, upon breach by the Supplier of any terms of the Undertaking, institute proceedings and take such action under the Fair Trading Act as he may consider necessary.

- 8) The Supplier acknowledges that it was advised by Alberta Government Services, 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 the 12th day of May, 2003, caused its common seal to be hereunto affixed and attested by the signatures of its proper officers duly authorized in that behalf.

AAA Credit & Recovery Services Inc.

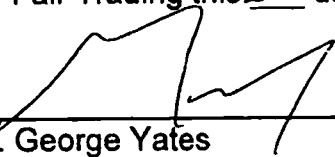
Per: 

Gary Abel, President

Per: 

Ted Abel, CEO

ACCEPTED by the Director of Fair Trading this 29th day of May, 2003



Mr. George Yates
Director of Fair Trading (As Delegated)
Province of Alberta