

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

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

BY: Mohamed Dauda Sankoh
#51, 8540 Silversprings Road NW
Calgary, Alberta

(hereinafter called the "Supplier")

TO: The **DIRECTOR OF FAIR TRADING**

(hereinafter called the "Director")

WHEREAS:

- (A) The Supplier has operated under the registered trade names of AABAC Financial Services and First Equity Group.
- (B) The Supplier was represented by the following employees or agents (hereinafter called "Employees"):
- (C) Between July 30, 2001 and January 24, 2002, the Supplier had transactions with consumers including the following:

(hereinafter called "Consumers").
- (D) The Consumers each responded to advertisements in the "loans", "mortgage broker" and "financial services" listings of their local "Yellow Pages" directory or those classified sections of various newspapers. The advertisements offered loans, among other services including: business consulting services; business/venture capital financing for new/existing businesses; business plan and proposal preparation; government grants and assistance information; factoring; equipment financing and leasing; debt consolidations and restructuring; car loans

and leasing; and, home equity loans. The Consumers each provided information over the telephone or via facsimile to the Employees of the Supplier.

- (E) The Consumers each paid the Supplier a fee before they received the proceeds of a loan.
- (F) Section 166 of the Fair Trading Act, states that an act or omission by an employee or agent of a person is deemed also to be an act or omission of the person if the act or omission occurred a) in the course of the employee's employment with the person, or b) in the course of the agent's exercising the powers or performing the duties on behalf of the person under their agency agreement, thereby making the Supplier vicariously responsible for the acts or omissions of the Employees.
- (G) The Supplier committed the following acts and practices contrary to the *Fair Trading Act*:
- The Supplier did unlawfully charge or collect a fee for assisting persons in obtaining personal or business credit prior to the persons having obtained credit, contrary to section 54 of the *Fair Trading Act*.
- (H) The Director asserts that he has reason to believe that the acts or practices of the Supplier described herein were in breach of the *Fair Trading Act*.

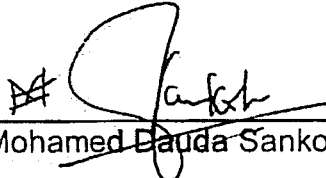
NOW THEREFORE THIS UNDERTAKING WITNESSES THAT:

- 1) The Supplier undertakes to the Director that he will not knowingly nor intentionally, at any time hereafter, engage in acts or practices similar to those described in recitals (d) to (g) or any other acts or practices prohibited by the *Fair Trading Act*.
- 2) The Supplier understands that this Undertaking becomes part of the Public Record, maintained pursuant to the *Fair Trading Act*.
- 3) The Supplier will pay:
 - I. the sum of \$390.00, which represents a refund of the fee paid to the Supplier.
 - II. the sum of \$390.00, which represents a refund of the fee paid to the Supplier.

- III. the sum of \$250.00, which represents a refund of the fee paid to the Supplier.
 - IV. the sum of \$390.00, which represents a refund of the fee paid to the Supplier.
 - V. the sum of \$390.00, which represents a refund of the fee paid to the Supplier.
 - VI. the sum of \$500.00, which represents a refund of the fee paid to the Supplier.
 - VII. the sum of \$400.00, which represents a refund of the fee paid to the Supplier.
 - VIII. the sum of \$340.00, which represents a refund of the fee paid to the Supplier.
- 4) The refunds referred to in recital 3), for a total amount of \$3,050.00, shall be made payable to the Finance Minister of Alberta, in trust, for distribution to the Consumers. Such payment shall be provided to the Crown Prosecutor prior to sentence being spoken to in court on this matter.
 - 5) 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.
 - 6) 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.
 - 7) The Supplier acknowledges that he was advised by Alberta Government Services, and is aware, that he is entitled to seek independent professional advice regarding the signing of this Undertaking, and the Supplier acknowledges that he is entering into this Undertaking voluntarily.

IN WITNESS WHEREOF the Supplier, has on the ^{25th} day of May 2006, attested by his signature of his proper authorization and agreement of this undertaking.

Mohamed Dauda Sankoh

Per: 
Mohamed Dauda Sankoh

ACCEPTED by the Director of Fair Trading this ^{8th PM} ~~25th~~ day of ^{JUNE '07} ~~May~~ 2006.


Mr. George Yates
Director of Fair Trading
Province of Alberta