

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

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

**BY:**

**Rosalie Marie Maronese**  
102 3501 15 Street South West  
in the City of Calgary, 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 regulated person pursuant to Section 141 of the Fair Trading Act defined as a person who provides goods or services to consumers.
- (B) The supplier acknowledges that it misled consumers in Alberta by representing to those consumers that refunds for employment services were available within designated time frames when they were not. The misrepresentations included the promise that a refund would be provided within 30-days if the consumers were not satisfied with the services provided after a 6-month contract.
- (C) The Supplier acknowledges that it engaged in an Employment Agency Business without holding the required licence.
- (D) The Supplier acknowledges that it engaged in a Direct Selling Business without holding the required licence.
- (E) The Director asserts that he has reason to believe that the acts or practices of the Supplier described in recitals (B), (C) and (D) hereof constitute breaches of the Fair Trading Act.
- (F) The Director acknowledges the Supplier has taken steps to ensure that consumers will not be misled as to the timeframes or actual refunds they would receive as represented in the contracts.

**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 the Supplier will not, at any time hereafter, engage in acts or practices similar to those described in recitals (B), (C) and (D).
2. The Supplier will not mislead consumers as to the timeframe or actual refunds that will be made available to them.
3. The supplier will ensure all refunds due and owing to consumers will be provided to department staff at the time the undertaking is signed for the purpose of distributing the monies to the consumers. The amount of the refunds will total ~~\$11,970.00~~ to be distributed between 18 remaining victims as per the attached Appendix "A".
4. 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; or
  - (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.
5. 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.

  
11/328

DCT-05-2005 08:50 FROM: CONSUMER SERVICES

1 780 427 3233

TO: 403 204 0284

P.5/6

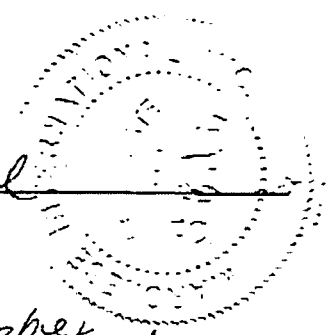
- 6. The Supplier acknowledges that it was advised by Alberta Government Services, and is aware that it is entitled to seek independent professional advice regarding the signing of this Undertaking, and the Supplier acknowledges that it is entering into this Undertaking voluntarily.

IN WITNESS WHEREOF the Supplier, has on the 13 day of Oct, 2005, caused its common seal to be hereunto affixed and attested by the signatures of its proper officers duly authorized in that behalf.

Rosalie Marie Maronese

PER:

Rosalie Marie Maronese  
Rosalie Marie Maronese



ACCEPTED by the Director of Fair Trading this 18<sup>th</sup> day of October, 2005.

[Signature]  
DIRECTOR OF FAIR TRADING

OCT-26-2005 08:50 FROM: CONSUMER SERVICES

1 780 427 3033

TO: 403 204 0284

P.6/6

APPENDIX "A"

CONSUMER/EMPLOYER	REFUND
	\$642.00
	\$642.00
	\$642.00
	\$440.00
	\$642.00
	\$642.00
	\$800.00
	\$642.00
	\$642.00
	\$642.00
	\$742.00
	\$642.00
	\$642.00
	\$642.00
	\$642.00
	\$642.00
	\$642.00
	\$1000.00
<b>TOTAL</b>	<b>\$ 11970.00</b>

Deponent: Rosalie Maronese  
Date Sworn: October 13, 2005

**IN THE PROVINCIAL COURT OF ALBERTA**

**JUDICIAL DISTRICT OF CALGARY**

(Criminal Division)

**R. v. ROSALIE MARONESE AND THAT RECRUITING COMPANY INC.**

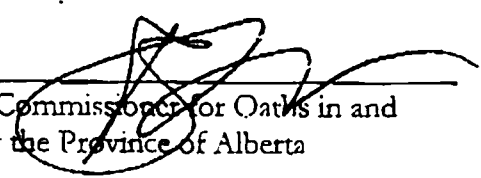
**AFFIDAVIT**

I, ROSALIE MARONESE, officer of THAT RECRUITING COMPANY INC., in the City of Calgary, in the Province of Alberta, MAKE OATH AND SAY THAT:

- 1.                    was an individual who contracted my services for the purpose of creating a career profile;
- 2.    I received from                    \$642.00, in December of 2003;
- 3.                    requested a refund, which I provided to him, to my recollection, at the end of January or beginning of February 2004, paid in full in cash \$642.00, at Tim Horton's, Crowfoot Centre N.W., Calgary;
- 4.    I make this Affidavit in support of a request to remove                    from the list of individuals to be reimbursed.

SWORN BEFORE ME at the City of Calgary, in the Province of Alberta, this 13 day of October, 2005

  
\_\_\_\_\_  
ROSALIE MARONESE

  
\_\_\_\_\_  
A Commissioner for Oaths in and for the Province of Alberta

**Branislav Popovic  
Barrister & Solicitor**