

ARO Collections Pacific Inc., signed by () claims the Zellers account has been assigned "to our agency" contrary to the prohibited practices set out in Section 116(1)(a), (c), (i) and (k).

- (K) The Supplier acknowledges that unlicensed collectors, () on October 12, 2000, contacted Great West Life representatives demanding that funds from a life insurance policy belonging to, () a resident of Alberta, be forwarded to Canadian Bill Collectors contrary to licensing and prohibited practices set out in Sections 111 and 116 (1) (c), (i), (k) and (o).
- (L) The Supplier acknowledges that Canadian Bill Collectors Inc. sent () a resident of Alberta, a collection letter dated October 24, 2000 contrary to licensing and prohibited practices set out in Sections 111 and 116 (1) (c).
- (M) The Director asserts that he has reason to believe that the acts or practices of the Supplier described in recitals (I), (J), (K) and (L) hereof constitute breaches of Section 116 of the *Fair Trading Act*.

NOW THEREFORE THIS UNDERTAKING WITNESSES THAT:

1. The Supplier acknowledges and admits that it failed to comply with the licensing and prohibited practices provisions of the *Fair Trading Act*, and undertakes to the Director that this Supplier will not, at any time hereafter, engage in acts or practices similar to those described in recitals (I), (J), (K), (L) and (M).
2. The Supplier promises to make all efforts to ensure that all employees are familiar with the provisions of Part 11 of the *Fair Trading Act*.
3. The Supplier will provide a retraining session to collectors and conduct training sessions for new collectors to ensure that all collectors are aware of the *Fair Trading Act*, especially as it pertains to Part 11, Collection Practices, Section 116, prohibited practices.
4. The Supplier will not permit any collector employed by it to carry on or engage in the collection of debts, solicit business, realize on a security, deal with or locate debtors unless the collector is licensed to do so in the Province of Alberta.
5. The Supplier will not permit collector to contact third parties unless the debtor has supplied written authorization to do so.
6. It is understood that the Supplier:
 - i. will ensure that no other name but the name which appears on its license with Alberta Government Services will be communicated to Albertans;
 - ii. has implemented steps to ensure collectors are collecting or attempting to collect money for a creditor only on the belief in good faith that the money is due and is owing by the debtor to the creditor;
 - iii. has implemented steps to ensure accurate and detailed collection activity records are kept; and
 - iv. has implemented steps to identify statute barred debts ensuring no collection activity will be undertaken on any statute barred account.
7. 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.

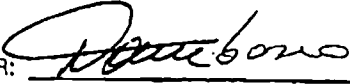
- 8. The Supplier acknowledges that the Director may, upon breach by the Supplier of any term of the Undertaking, institute such proceedings and take such action under the *Fair Trading Act* as he may consider necessary.
- 9. The Supplier will pay to the Director, in favour of the Minister of Finance of Alberta, the sum of \$1,500.00; an amount that represents costs associated with investigating these matters to the date of the Undertaking. Such payment shall be made within ten (10) days of the signing of this Undertaking.
- 10. The Supplier acknowledges that it has obtained legal counsel regarding the signing of this Undertaking, and the Supplier acknowledges that it is entering into this Undertaking voluntarily.

It is understood that the terms of the Undertaking shall be maintained as a public record pursuant to Section 152(3) of the *Fair Trading Act*. The Director will not actively seek publication of the Undertaking herein except to the extent necessary to comply with the *Fair Trading Act*.

The recitals contained in the preamble herein form an integral part of this Agreement.

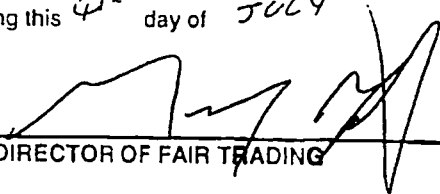
IN WITNESS WHEREOF the Supplier, has on the 28th day of JUNE 2002, caused its common seal to be hereunto affixed and attested by the signatures of its proper officers duly authorized in that behalf.

ARO COLLECTIONS INC.

PER:  _____

PER: _____

ACCEPTED by the Director of Fair Trading this 4th day of JULY 2002.



DIRECTOR OF FAIR TRADING