

COMPETITION TRIBUNAL

IN THE MATTER of the *Competition Act*, R.S.C. 1985, c. C-34, as amended;

AND IN THE MATTER of an inquiry under subparagraph 10(1)(b)(ii) of the *Competition Act* relating to certain marketing practices of Premier Career Management Group Corp. and Minto Roy;

AND IN THE MATTER of an application by the Commissioner of Competition for an order under section 74.1 of the *Competition Act*;

BETWEEN:

THE COMMISSIONER OF COMPETITION

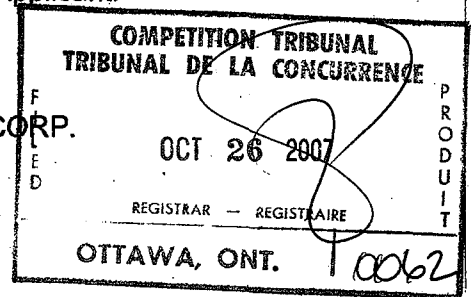
and

Applicant.

PREMIER CAREER MANAGEMENT GROUP CORP.

and

MINTO ROY



Respondents.

AFFIDAVIT OF RAFFAELE ROCCA

I, RAFFAELE ROCCA, 3701 West 1st Avenue, Vancouver, British Columbia, SOLEMNLY AFFIRM AS FOLLOWS:

- 1) My date of birth is the 15th of October 1979.
- 2) I hold a Marketing and Entrepreneurship degree from the University of Limerick, Ireland, a diploma in Business studies and computer applications from HSI College, Limerick, Ireland, and a communication diploma from HSI College Limerick, Ireland.

- 3) I presently work in landscaping and construction in the Vancouver region.
- 4) I came to Canada in November 2007 on a working holiday visa and wanted to work in an area that would benefit my career in marketing.
- 5) I initially traveled around the Vancouver area for a few weeks.
- 6) At the beginning of December 2006, I started looking for a job. I did some on-line research looking for recruitment firms in Vancouver. Premier Career Management Group's ("PCMG") website came up. I emailed my resume to PCMG.
- 7) Approximately one week later, I received an email from Ravi Puri of PCMG. He confirmed receipt of my resume and indicated that PCMG could do something for me. We arranged a time for a meeting shortly thereafter.
- 8) I met Ravi Puri at PCMG's offices that are located at 1199 West Hastings Street, in downtown Vancouver. PCMG's offices were well decorated and I thought that it was a really professional looking office. Throughout the interview, Ravi Puri was very professional, very friendly and articulate. He was very convincing and very good at selling his product.
- 9) I went through my resume with Ravi Puri. We also talked about why I came to Canada and how I was fitting in.
- 10) Ravi Puri asked me how I was doing my job searching. I told him that it was through job sites on the Internet. He told me that jobs advertised on the Internet and in print media actually represented only 20% of the jobs available in Canada. He told me that this 20% was not worth pursuing. He told me that PCMG had access to the remaining 80% unadvertised job market through their network of contacts in industries in BC and Canada. He used the expression "hidden job market" to describe such market. He told me that PCMG would put me in contact with the decision makers of those hiring companies by setting up interviews for me.
- 11) With respect to PCMG's program, Ravi Puri told me that I would be working one-on-one with a counselor and that I would be doing various exercises that would help me understand what type of person I was, what type of work I was interested in, etc. I would also work on interviewing skills, covering letters, etc. The purpose would be to fine-tune me for the interviews.
- 12) Ravi Puri also looked at my resume and told me that things were being done differently in Canada. He told me that I would work on this with my counselor.
- 13) Ravi Puri told me that the program was a 60- to 90-day process, and that he expected that I would find a job with the help of PCMG and also considering

my work experience. I understood that during the first 30 days of the program I would be completing personality questionnaires and building a resume. That at the 30- to 60-day time mark, I would be making contacts and working on interview skills and that at the 60- to 90-day time mark I would be meeting future employers.

- 14) Ravi Puri asked me about my salary in previous jobs, and I told him that it was the equivalent of \$60,000. Ravi Puri told me that I should have no problem finding a job that would pay as much with PCMG's services.
- 15) Ravi Puri told me that they only select people they find suitable because otherwise it will negatively reflect on PCMG. Throughout the meeting and because Ravi Puri was asking me a lot of questions, I felt that I was going through some sort of selection or screening process.
- 16) I told Ravi Puri that I was going back to Ireland for the Christmas Holidays. He told me that upon my return in January it would be good timing because a lot of people were moving from jobs at that time of the year and that there were many job opportunities.
- 17) There was no mention of fees for the program during this first meeting.
- 18) Ravi Puri told me that PCMG services were valid for 12 months.
- 19) Based on the overall atmosphere of the office and from the way they had met me, I got the impression that PCMG was more of a higher end type of recruitment agency taking care of middle management professionals. Their set up was really professional. The key thing that caught my interest was Ravi Puri's representations that 80% of the jobs were not advertised and that PCMG had access to this segment of the market through their contacts with the decision makers of the hiring companies.
- 20) At the end of the first meeting, Ravi Puri told me to take a week to think about the PCMG program. He asked me if we could meet again the following week to discuss the program some more. I thought it was a good idea because he had given me a lot of information during the one-hour meeting - approximately.
- 21) A week later I met again with Ravi Puri. The second meeting was not as long as the first one. We discussed PCMG's fees. He told me that it would cost me \$5,400 for the program. I could pay it in a lump sum or through installments.
- 22) Ravi Puri illustrated the following scenario on the whiteboard in his office. Even though PCMG charged more, their contacts with decision makers coupled with the negotiating skills they would teach me would enable me to secure a higher salary. I would therefore end up paying less for PCMG's

services, percentage wise, compared to what I would pay for other agencies' services.

- 23) I briefly met Minto Roy towards the end of the second meeting and he asked me what I thought about coming onboard with PCMG. He appeared to me as a very professional and friendly person.
- 24) During the first or the second meeting, Ravi Puri told me that PCMG was helping in particular the new immigrants to find jobs.
- 25) I told Ravi Puri that I would have to think about engaging PCMG services. I considered the fees to be a lot of money.
- 26) After the second meeting, I did not contact Ravi Puri back.
- 27) After a week or so passed, Ravi Puri emailed me and said that due to the fact that I didn't reply or engage with PCMG that he was to assume that I was not committed to the process and that PCMG would concentrate on its other clients. However, he did leave the door open for me to re-engage with PCMG should I decide to do so.
- 28) I left for Ireland for Christmas and returned to Vancouver in January 2007.
- 29) I left again for Ireland in May 2007. During my trip home, I sold my car and therefore had the money to pay PCMG's fees.
- 30) I returned to Vancouver early in June. I sent an email to Ravi Puri upon my return to inform him that I had the funds for PCMG's program. He responded by email informing me that they would be delighted to work with me.
- 31) I met with Ravi Puri on June 13th, 2007. I made a deposit of \$300 to secure PCMG's services.
- 32) I met again with Ravi Puri on June 18th, 2007 and signed the contract with PCMG. The amount payable was for \$5,400 + \$324 (GST) for the services. I paid the first installment of \$2484 then. I attach as Exhibit "A" a copy of this contract.
- 33) When I signed the contract I was not so much interested about PCMG's process. The main thing for me was that I would get employment. What interested me were Ravi Puri's verbal promises that I would be given contacts with decision makers in hiring companies. I trusted him when he told me that PCMG would put me in contact with the decision makers. I knew that PCMG could not guarantee me a job, but it was the contacts that I was interested in.

- 34) I was then assigned a counselor, Karen Cunningham. I first met with her the week following my signing of the contract dated June 18th, 2007. I was asked to complete personality questionnaires and questionnaires about what I was expecting for my future employment in terms of work and salary. We also worked on my resume. It took approximately one month to write my resume in final form. I met with her once a week, each meeting lasting approximately 30-45 minutes. After every meeting, Karen Cunningham would email me with documents that needed to be completed and returned to her prior to the subsequent meetings.
- 35) After one month approximately, I started getting frustrated about how long the process was considering what I was being asked to do.
- 36) The second phase of the PCMG program with Karen Cunningham included preparing cover letters, e-mails to potential employers, etc. She showed me examples of such products. We would also discuss interview skills and techniques. I also did a mock interview with Tom Locke of PCMG. Karen Cunningham also gave me access to the database "OneSource.com" which contained names of companies and contacts. She told me at one point to find contacts and send emails to these people "en masse". She also asked me to write 10 covering letters to postings that I would find on Workopolis and other websites. I thought that this was what I had been doing before retaining the services of PCMG. I wondered where were those contacts I had been promised and for which I had paid.
- 37) What Karen Cunningham was telling me to do was basically the things I had already been doing on my own.
- 38) At one point Karen Cunningham told me that they had contact with a person, Fred Rourke, at Stevens Medical, a medical company in Vancouver. She told me that she had emailed him to let him know that I would be contacting him. She told me not to contact him by phone. I sent an email to that person, but he never replied.
- 39) Karen Cunningham also told me that PCMG had a good contact with the radio station CHUM radio. Minto Roy also confirmed this to me at one point by saying that they had "loads" of contacts with that radio station. When I asked Karen Cunningham for the contact information for CHUM, she told me she didn't have it and that I should be able to find the marketing director's name online. I understood that she did not even know who was the marketing director. I asked for the website, but she did not have it and she told me that I should "Google them".
- 40) Karen Cunningham also told me that she had a contact at a company called Vision Critical. She told me that it was for a job posting that involved market analysis. I had a telephone interview with that company. I got called back for

a second interview. The second interview was Celeste Weitzel and it was conducted in person. I understood then that the initial contact I had been provided with was the niece of Karen Cunningham, Kathy Enros. She was not a "decision maker" contact. I did the interview, I thought it went pretty well, but I never heard back from that company even though I had been told that I would get a call the following week. The job was in line with what I was looking for, but the salary was significantly less, i.e. \$15,000 less.

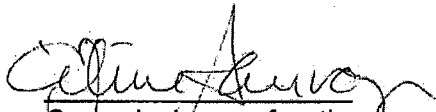
- 41) On July 13, 2007, I paid the second installment of \$1620.
- 42) I had been telling my girlfriend about my experience with PCMG and my growing frustration. My girlfriend began investigations into PCMG on the Internet. She discovered information from the Competition Bureau and the Better Business Bureau. There were also blog entries of former clients. I read similar stories to mine about promised contacts with decision makers of hiring companies. It is at this point that I decided to cut my ties with PCMG.
- 43) I did not make the 3rd installment payment (scheduled for August 13, 2007) and discussed my dissatisfaction regarding PCMG's services with Karen Cunningham via email. I indicated that the promised services had not been provided. In my e-mail I indicated that I had found the information about PCMG on the Internet. She forwarded my email to Tom Locke. Tom Locke contacted me. He told me not to worry about it, that he would love to talk to me, and he arranged a meeting to "clear the air and to dispel some misconceptions in the marketplace". I never met with him. I sent an email to Tom Locke that I would not be pursuing PCMG's services any longer and that I did not trust them anymore.
- 44) I filed a complaint with the Better Business Bureau. Included in my complaint to the Better Business Bureau, I requested a refund of the monies paid to PCMG less an amount for assisting me prepare my resume.
- 45) In their response to my complaint, that I received on October 10, 2007, PCMG said that the process was complicated, that it needed the engagement of their clients, that there was a lot of work to be done, that I was working as a full time landscaper during the program and that I was not fully committed, and that I had not met them to discuss my dissatisfaction. However, during all my meetings with Karen Cunningham, she never told me that I was not fully committed to the program and that my day job was causing problems for the process. Actually, on August 14, 2007, I received an email from Ravi Puri stating that "*Karen [Cunningham] had many nice things to say about your work ethic and forward movement. Keep up the good work as I am confident success is around the corner*". I attach as Exhibit "B" to my affidavit a copy of this email.

46)PCMG has offered to settle my dispute by not collecting the last installment payment of \$1620 from me. I will refuse such settlement. I did not receive a refund from PCMG for the monies paid.

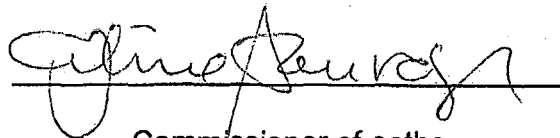
47)I also filed a complaint with the Competition Bureau on October 2, 2007 via the on-line complaint link at the Bureau's website.


Raffaele Rocca

Solemnly affirmed before me in
Vancouver, British Columbia on
October 25th, 2007.


Commissioner of oaths

This is Exhibit "A" of the affidavit of Raffaele Rocca solemnly affirmed in Vancouver, BC, on October 25th, 2007.

A handwritten signature in cursive script, appearing to read "John Burgess", is written over a horizontal line.

Commissioner of oaths

PCMG

Premier Career Management Group

Sixth Floor, 1199 West Hastings Street
Vancouver, BC V6E 3T5
Tel: 604.609.6661 Fax: 604.629.2897

EXECUTIVE AND PROFESSIONAL CAREER PARTNERSHIP AGREEMENT

PHASE I – PREPARATION

1. Conduct functional self-analysis and objective setting
2. Assess Client's personality type indicators and help Client evaluate workplace cultures where Client will best succeed
3. Establish realistic short-term goals and identify suitable positions
4. Explore career options and define target markets and industries
5. Develop effective resume presentation and other collateral materials
6. Instruct and activate Client in utilizing PCMG online database resources
7. Develop a marketing plan between Client and Strategist to generate appropriate referral and job interviews
8. Prepare Client to strategically interact in networking events, referral meetings, interviews and salary negotiations

PHASE II – MANAGING THE MARKET CAMPAIGN

1. Provide one-on-one consultation with Client's Professional Development Strategist to evaluate and monitor the Client's overall marketing plan, strategy and progress
2. Review and assess job offers
3. Advise Client on effective negotiation of salary and benefits

PHASE III – PLAN FOR THE FUTURE

1. Conduct follow-up review approximately 90 days after starting new position to develop intra-company advancement toward long-range goals
2. Provide consultation, as needed, concerning intra-company development, promotions and salary review related to career advancement
3. Re-activate the marketing campaign in the event of a job loss or need to change employers, career fields or industries

CLIENT PARTNERSHIP GUARANTEE

Premier Career Management Group is committed to providing a quality partnership and outstanding resources and services. PCMG is so confident in our partnership that we proudly offer a limited satisfaction guarantee, unparalleled in our industry. PCMG will refund the client contract fee (minus an administration and basic service fee plus GST) to any client who is not satisfied providing Client has voluntarily demonstrated committed participation in the PCMG career development program. Given that significant intellectual property is being transferred to Client, Client will be ineligible for refund after the completion of the second client meeting with a PCMG Professional Development Strategist.

ONE YEAR FIT GUARANTEE: Client understands that PCMG will make its career partnership services available for twelve (12) months from the contract date. Client may also re-activate the marketing campaign in the event of a job loss or change of employer. In order to achieve the maximum benefit from our services, we require Client to report all information with integrity, act on recommendations and requirements made by PCMG staff, follow the PCMG career partnership system, and participate in meetings scheduled by our Professional Development Strategists on a regular basis until Client successfully makes the desired career transition.

CLIENT QUALITY ASSURANCE FORMS: In our commitment to provide a world-class career partnership and achieve desired results, Premier Career Management Group requires Client to periodically complete Client Quality Assurance Forms and provide important progress information. Client's candor enables us to ensure we are meeting or exceeding the Client's expectations.

CLIENT UNDERSTANDING AND AGREEMENT: Client acknowledges and agrees that neither PCMG, nor any representative of PCMG, has represented or implied to Client that PCMG is an employment or placement agency. Client understands that PCMG provides a strategic program of career consulting, career development, and contact development, which the Client implements. Further, Client acknowledges and agrees that PCMG has not, nor has any representative of PCMG, induced Client to enter into this engagement by implication, representation or guaranteeing to Client: (a) specific interviews with specific companies or individuals, salary, or time frame to obtain a new position or promotion (b) any verbal promises that are not part of the written agreement (c) salary or wages increase, bonus programs or other increased remuneration (d) that Client's employer or a future employer will pay or reimburse Client for the fees Client have paid to PCMG. Client also understands that the major emphasis will be on creating and developing Client's network since the majority of positions are found through this method. Client understands that all documents and methodologies including underlying software, data, business model, scripts, database content and structures, training systems, websites and documents remain the sole and confidential property of PCMG and are not to be shared with others.

CLIENT AGREEMENT: This instrument constitutes the entire Agreement of the parties hereto with respect to the matter covered by this Agreement, and correctly sets forth the rights, duties, and obligations of each to the other as of this date. I hereby acknowledge that I have read, understood and received a copy of this Agreement.

Total Fee: 5400.⁰⁰ + 324.⁰⁰ GST = \$5724.⁰⁰ Retainer: \$ 2484.⁰⁰ PAID JUNE 13/07
Balance Due: 3240.⁰⁰ Payable as Follows: JULY 13/07 - \$1620.⁰⁰
AUG. 13/07 - \$1620.⁰⁰

Client Signature: Raffaele Rocca Date: JUNE 13/07 - AMENDED JULY 6/07

Print Full Name: RAFFAELE ROCCA Tel. #: (604) 729-1574

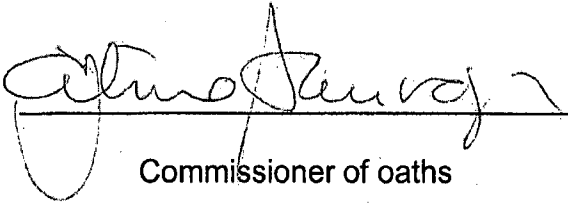
Address: 3701 WEST 13th AVE, VANCOUVER BC V6R-1H3

E-mail Address: rrocca@vodafone.ie

Start Date/Time: JUNE 18/07 @ 5:00 PM PD Strategist: KAREN CUNNINGHAM

By [Signature] for Premier Career Management Group.
Senior Associate

This is Exhibit "B" of the affidavit of Raffaele Rocca solemnly affirmed in Vancouver, BC, on October 25th, 2007.



Commissioner of oaths

From: Ravi Puri [rpuri@pcmgcanada.com]
Sent: August 14, 2007 1:43 PM
To: 'Raffaele Rocca'
Subject: RE: Follow up

Thank you Raffaele.

I hope things are going well, Karen had many nice things to say about your work ethic and forward movement. Keep up the good work as I am confident success is around the corner.

Cheers,

Ravi Puri
Senior Associate

PCMG/Careers Today Canada
6th Floor, 1199 West Hastings (at Bute)
Tel: 604-609-6661
Fax: 604-629-2897
www.pcmgcanada.com
www.careerstodaycanada.com
www.pcmgexecutive.com

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-----Original Message-----

From: Raffaele Rocca [mailto:rrocca@vodafone.ie]
Sent: Tuesday, August 14, 2007 10:27 AM
To: 'Ravi Puri'
Subject: RE: Follow up

Ravi,

I am meeting with Karen this week and I will leave the cheque with her. If not I will post it to you tomorrow.

Regards,

Raffaele

-----Original Message-----

From: Ravi Puri [mailto:rpuri@pcmgcanada.com]
Sent: 13 August 2007 17:12
To: 'Raffaele Rocca'
Subject: Follow up

Raffaele:

Just a quick follow up to remind you that the last payment in the amount of \$1620.00 is now due. Kindly mail a check to my attention this week so I may deal with the administrative details as quickly as possible. Please acknowledge receipt of this message.

Regards,

Ravi Puri
Senior Associate

PCMG/Careers Today Canada
6th Floor, 1199 West Hastings (at Bute)
Tel: 604-609-6661
Fax: 604-629-2897
www.pcmgcanada.com
www.careerstodaycanada.com
www.pcmgexecutive.com

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Version: 7.5.476 / Virus Database: 269.11.17/951 - Release Date: 8/13/2007 10:15 AM

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