

COMPETITION TRIBUNAL

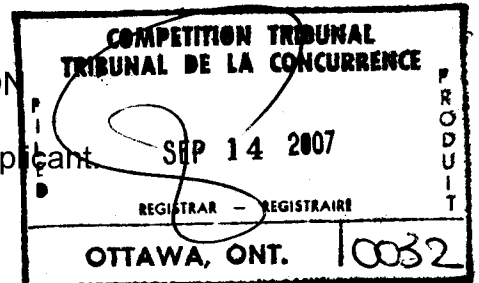
IN THE MATTER of the *Competition Act*, R.S.C. 1985, c. C-34, as amended;

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



Applicant

and

PREMIER CAREER MANAGEMENT GROUP CORP.

and

MINTO ROY

Respondents.

AFFIDAVIT OF TANYA THREATFUL

I, TANYA THREATFUL, 202-1450 Laburnum Street, Vancouver, British Columbia, SOLEMLY AFFIRM AS FOLLOWS:

- 1) My date of birth is November 6, 1970.
- 2) I hold a business administration diploma from Barkel Business College, located in Coquitlam, British-Columbia.
- 3) I presently work at a Speedy Glass in Burnaby in customer service.

- 4) In November 2004, I was employed as one of the managers at a cosmetic clinic in Vancouver. I was looking for work as I had been told by my employer that they would be doing some downsizing at the end of the year and that they would be letting go the last three or four people they had hired. This included me. I posted my resume on the Monster website and a couple of other websites. This is a popular website where both job-seekers and employers can advertise. The service is free.
- 5) I received a phone call from a company asking me if I was interested in getting assistance in finding a better employment situation. The male caller, a person that identified himself as Joe Lapushinsky, asked me a few questions. We started to make arrangements to meet, at which point Joe identified the company as Premier Career Management Group ("PCMG").
- 6) I met with Joe in the later part of November 2004. Joe told me that PCMG doesn't take on just anyone as a client and they look for people with certain credentials and a certain level of professionalism and accomplishment. He also told me that after seeing my resume on Monster, he felt I might be a good candidate for their program. At the first meeting, I did not get much information about PCMG's services and none about the cost of the program. The meeting was all about whether or not I qualified for their program. He told me at the end of the meeting that I had the qualities PCMG was looking for and that I would get the opportunity for the second interview.
- 7) Joe told me that the next meeting would be with Minto Roy, the head of the company. He told me that I was supposed to bring my boyfriend to that meeting, if I was serious about taking the program.
- 8) The second meeting took place within the same week. My boyfriend, Tony Santos, and I were taken to Minto Roy's office, which impressed us as a huge, glamorous corner suite on the 29th floor of the TD Tower in downtown Vancouver. There were lots of pictures of Minto Roy with well-known people in the city. The company appeared like a successful and very well established company.
- 9) Minto Roy started out by saying that he could not believe that the companies I had worked for before had not recognized my contribution and had not paid me better. Minto Roy said PCMG was unlike any other company in the career management business because of his personal ties and contacts in the corporate world. He told us that he had managed to secure relationships with people in the city who, first, don't advertise jobs, and secondly, don't necessarily

take recommendations from current employees, but rather go to people like Minto Roy for his recommendations as to who to hire.

- 10) During the meeting, Minto Roy gestured toward the window with its view of downtown Vancouver. He told us: "Do you ever wonder how anyone – there's so many places in all these buildings - how any of these people get their positions? He added: "All of those types of places come through people like me and my hard work in building relationships with a lot of these people." I understood from his explanations that I would have access to his contacts following completion of the PCMG program.
- 11) After going over what I had been paid in previous jobs (e.g. \$40,000 to \$55,000 for my last 3 jobs), Minto Roy said that he felt there would be no problem finding me a position paying \$20,000 to \$30,000 more than any of my previous jobs, with benefits and stock options, within 90 days.
- 12) Minto Roy stated that the cost of the PCMG program would be paid off within the first few months of my employment in my new position. He gave me two payment options. The first was a 10% discount on \$5400 if I paid the total fee up front. The second option was to pay an initial retainer of \$2160, with two future payments at 30 days and then at 60 days of \$1620 each.
- 13) Minto Roy described the PCMG program as a three-year commitment. If I got a job within 90 days, PCMG would be there to support me at probation reviews and to negotiate better benefits. If I was not satisfied with the position that I had, I could go back to PCMG again and again for support in finding a suitable position.
- 14) Minto Roy explained that I would be working with a career advisor/counsellor. He would decide on the advisor to best work with my personality. He mentioned that Norma Axford-Couch would be this person. He then told me that PCMG did not take on everyone they consulted with. He told me that I had been carefully selected and screened and that this was why I was meeting with him.
- 15) Minto Roy asked my boyfriend whether he would be willing to move with me if PCMG was able to get me a job overseas or internationally. My boyfriend said that he would.
- 16) Minto Roy left the room briefly while my boyfriend and I discussed the PCMG program. We were both impressed with the promises that I would be getting another job within 90 days, at a higher salary, with stock options and benefits. My only concern was paying for the

program. I was about to lose my job and I did not have the \$5,400 to join the PCMG program.

- 17) When Minto Roy came back into the office, I explained that I could not afford the program. He suggested going with option two which was to pay the initial retainer of \$2160 and then figure out something for the next payment at 30 days. He told me that I would probably be working within 30 to 60 days and that I could pay the balance owing then.
- 18) Minto Roy presented me with a PCMG contract to read and sign. The acceptance of the contract would be subject to financing and my ability to pay the retainer. He told me that if I came up with the amount of the retainer, he could get me financing through the bank downstairs, where he had a personal relationship with the manager.
- 19) I read the contract but understood it to be only an outline of the structure of the program. I did take note of the client's satisfaction guarantee and the three-year commitment. I understood the client satisfaction guarantee to mean that if PCMG would not get me a job within 90 days at the better salary and with benefits, then I would be entitled to get my money back. I signed the contract on November 26, 2004 on condition of my ability to obtain financing (attached as Exhibit "A" of my affidavit).
- 20) I spoke to my mother and she agreed to pay the retainer and I agreed to re-pay her when I got the job. I called Minto Roy by telephone and the amount of \$2201.70 was charged to my mother's CIBC Visa account. Minto Roy was to arrange the financing for the remainder of the fee, but he did not follow-up on this.
- 21) I started the program with PCMG in December 2004. I met with Norma Axford-Couch who asked me to complete personality questionnaires. I met with her about 5 times during December 2004 and early January 2005. The meetings each lasted about an hour, and each time, I was asked to complete personality type tests. I had expected by this point in time to be on job interviews.
- 22) During the month of December 2004, I was contacted by a company called Mega Hair for a regional manager position for hair care and spa. They had seen my résumé posted on the Monster website. I told this to Norma and Minto Roy, and they told me to put off the offer until I had completed the program. Minto Roy told me he knew the owner and his daughter and that he could call on my behalf at a later stage to negotiate on my behalf. I understood from Minto Roy's explanation that he had made referrals to them before. Additionally, Minto Roy

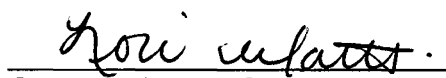
told me that he knew that the job would be in the salary range that he and I had discussed.

- 23) Later, in January 2005, when I was not getting any referrals or introductions through PCMG, I again contacted Mega Hair. I subsequently took a job with Mega Hair at \$38,000 a year, with no benefits. I was initially offered \$30,000 but was personally able to negotiate it up to \$38,000 without any help from Minto Roy or PCMG as they had promised to do.
- 24) I subsequently found out that the owner and his daughter knew of Minto Roy only because Minto Roy had approached them to see if he could post their job vacancies with PCMG.
- 25) In January 2005, while I was still in the PCMG program, I went to a networking meeting attended by other PCMG clients. We were supposed to get to know a bit about each other so that they could make referrals if they came across opportunities that might suit someone else in the group. Through subsequent contacts, the group realized that we shared a common dissatisfaction with the discrepancy between what we had been promised and what PCMG delivered. As a group, we approached Minto Roy and Alanna Fero to ask for refunds. Minto Roy told us he would get back to each of them individually. Subsequently, I got a letter from Minto Roy's lawyer pointing to the terms of the contract and the client satisfaction forms we had filled out in the meetings with our career advisor.
- 26) I did not get contacts or referrals from PCMG, or a job with their help.
- 27) I later filed a claim against PCMG. Based on the decision of another PCMG client, I settled out of court with PCMG. I got back approximately \$1500 from PCMG out of the \$2201.70 I paid for the services.




Tanya Threatful

Solemnly affirmed before me in
Vancouver, British Columbia on
September 10, 2007.


Commissioner of oaths

This is Exhibit "A" of the affidavit
of Tanya Threatful
solemnly affirmed before me
in Vancouver, B.C. on
September 10, 2007.



Lori Watts

PCMG

PREMIER CAREER MANAGEMENT GROUP

700 West Georgia St., Suite 2920, Vancouver, B.C. V7Y 1C6

Tel: 604-609-6661 Fax: 604-609-2638

PROFESSIONAL CAREER DEVELOPMENT SERVICES

Premier Career Management Group (PCMG) agrees to provide the following services:

Phase I – Preparation

1. Conduct Functional Self-Analysis and Objective Setting;
2. Establish realistic short-term goals and identify suitable positions;
3. Explore career options and define target markets and industries;
4. Develop resume and Proactive Profile;
5. Instruct and activate client in utilizing PCMG online services;
6. Distribute your confidential profile in PCMG's Sourcebook to companies and recruiters in the local market area;
7. Develop a marketing plan between you and the advisor to generate appropriate referral and job interviews;
8. Conduct advance preparation to sharpen job interviewing and negotiating techniques.

Phase II – Managing the Market Campaign

1. Provide one-on-one consultations with your career advisor to evaluate and monitor your overall marketing plan, strategy and progress;
2. Assist in reviewing and assessing job offers;
3. Advise on effectively negotiating salary and benefits.

Phase III – Plan for the Future

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

Client Satisfaction Guarantee

We at Premier Career Management Group are committed to providing quality services to our clients and mentoring them through a process reflecting the principles of our founder that will help them understand the past and grow into the future. Accordingly, we have established measures to ensure value and satisfaction to our clients.

Three-Year Commitment. In order to achieve the maximum benefit from our service, we ask our clients to report all information with integrity, act on recommendations and requirements made by the PCMG consulting staff, follow the PCMG process, and initiate contact with their career advisor at least once every two weeks until they have made an acceptable career decision. Client understands that PCMG will make its services available, without restriction as to time, until client has accepted a position. The client may also call upon PCMG for further assistance in the development of his/her career for a period of three (3) years from the date of this agreement. From time to time, you may be assigned to a new advisor. Reasons may include: a more improved client-advisor match, advisor relocations, client relocation or simply an advisor leaving the employ of Premier Career Management Group. Having other advisors can be a benefit, offering you additional professional career counseling perspectives. In each instance, however, Premier Career Management Group will take every reasonable action to assure the continuity of your search throughout this transition period. _____

_____ **Client Initials**

Client Satisfaction Reports. In its commitment to provide a world-class career management service and achieve the results clients expect, Premier Career Management Group needs your help. Periodically, you will

be asked to complete Client Satisfaction Reports and provide important feedback. It is important that you be candid with your comments. Your candor enables us to monitor your progress and ensure we are meeting or, more preferably, exceeding your expectations. We further want you to feel comfortable to discuss any concerns directly with your advisor who is in the best position to immediately address a particular situation.

_____ **Client Initial**

Client Acknowledgments. 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 full 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) your employer or a future employer will pay or reimburse you for the fees you have paid to PCMG. Client has received a copy of the "List of Services" and PCMG online services and understands that all directions will be implemented in the search. Client also understands that the major emphasis will be on developing his or her network since the majority of positions are found through this method. The fee for services is broken down into three (3) parts as follows: 75% of fee attributed to Phase I, as outlined; 15% of fee attributed to Phase II, as outlined; 10% of fee attributed to Phase III, as outlined. Fee is not subject to adjustment or proration based on the number of meetings or hours spent with the client. _____ **Client Initials**

This instrument constitutes the sole and only 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 and received a copy of this Agreement.

Total Fee: _____ ^(Est) $4866 + 370.00 = 5200$ **Retainer:** _____ *to be financed*

Balance Due: _____ **Payable as Follows:** _____

Client Signature *x* Tanya Threatful **Date** NOV. 26th / 2007

Print Full Name *x* Tanya Threatful **Tel.#** 604-314-6177

Address *x* 202-1450 Laburnum Street, Vancouver, BC V6J 3W3

Start Date/Time Tues - 9am **Career Advisor** N.A. (client)

By _____ **for**
Premier Career Management Group

conditional on finance

PCMG

PREMIER CAREER MANAGEMENT GROUP

TANYA THREATFUL

Three Year
Career Advancement Program

\$5400.00*

(Select one)

Plan I Save 10% by paying \$4860 in full

Plan II

Initial Retainer	\$2160
30 days	\$1620
60 days	\$1620

Total Fee \$5400

NOTE: As a convenience to our clients, we offer the opportunity to make payment through MasterCard, Visa, and American Express.

**Note: Price subject to 7% GST.*