

**IN THE MATTER OF
FAIR TRADING ACT**

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

BY:

ALLIANCEONE LTD.
1220 Sheppard Ave East, Suite 300
in the City of Toronto, in the Province of Ontario
(hereinafter called the "Supplier")

TO:

The DIRECTOR OF FAIR TRADING,
(hereinafter called the "Director")

WHEREAS:

(A) The Supplier is a licensed collection agency authorized to engage in collection activities in Alberta.

(B) The Supplier employs licensed collectors, authorizing them to collect, or attempt to collect, from debtors in Alberta on behalf of their clients.

(C) The Supplier acknowledges that collectors acting on behalf of the Supplier repeatedly contacted debtors relating to debts where the last payment or written acknowledgment was more than six years previous.

(D) The Supplier acknowledges that it did not cease collection activity when notified in a verifiable manner that a debt was in dispute and that the debtor wanted the matter taken to court.

(E) The Supplier acknowledges that collectors and automated systems acting on behalf of the Supplier repeatedly contacted debtors more than three times in a seven day period.

(F) The Supplier acknowledges that it repeatedly contacted individuals who were not the debtor and did not cease contacting these individuals after being advised that they were not the debtor.

(G) The Director asserts that he has reason to believe that the acts or practices of the Supplier described in recitals (C), (D), (E) and (F) hereof constitute breaches of the *Fair Trading Act* and Collection and Debt Repayment Practices Regulation.

NOW THEREFORE THIS UNDERTAKING WITNESSES THAT:

1 The Supplier acknowledges that it has failed to comply with the provisions of 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 (C), (D), (E) or (F) that are contrary to s. 12(1)(k)(i), s. 12(1)(k)(ii), s. 12(1)(v) and 12(1)(x) of the Collection and Debt Repayment Practices Regulation.

2 The Supplier will ensure, to the best of its ability, collectors receive training and supervision that addresses the prohibited practices and requirements set out in the Collection and Debt Repayment Practices Regulation.

3 The Supplier will, to the best of its ability, ensure that all of its officers, partners, employees, representatives and agents are forthwith acquainted with the requirements of the *Fair Trading Act* especially as it pertains to Part 11 - Collection Practices.

4 The Supplier will, to the best of its ability, ensure that it obtains sufficient loan account history from clients on all accounts assigned to the agency to ensure the collection agency or collectors do not pursue a non-judgment debt where the last payment or written acknowledgment by the debtor is more than 6 years previous.

5 The Supplier will, to the best of its ability, ensure that no further contact is made with individuals when the individual has informed the Supplier that they are not the debtor, unless the Supplier has taken all reasonable precautions to ensure that the person is in fact the debtor.

6 The Supplier will, to the best of its ability, ensure that during the course of collection activity, no debtor is contacted more than three times during any period of seven consecutive days, not including contacts with a third party to locate a debtor, mistaken contact with a third party or contacts by traditional mail.

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 the 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 acknowledges that this Undertaking is a public document and will be maintained in the public record by the Director of Fair Trading as required by s. 157.1 of the *Fair Trading Act*.

10 The Supplier will pay to the Minister of Finance the sum of \$500.00; an amount that represents partial costs associated with investigating this matter and costs associated with this undertaking. Such payment is to be made within 45 days from the date of this Undertaking.

11 The Supplier acknowledges that it was advised by Service Alberta, 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 13th day of February 2012
Caused its common seal to be hereunto affixed and attested by the signatures of its
proper officers duly authorized in that behalf.

AllianceOne Ltd.

PER: 

Jon Avery, Vice President

ACCEPTED by the Director of Fair Trading on the 1 day of March 2012.


DIRECTOR OF FAIR TRADING