

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

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

BY: Gregory M. Molnar
4203 – 54 Street
Beaumont, Alberta

(hereinafter called the “Employee”)

TO: The **DIRECTOR OF FAIR TRADING**

(hereinafter called the “Director”)

WHEREAS:

- (A) The Employee was a sales representative for the Supplier, 6033245 Canada Inc o/a Bernard Haldane Associates from June 1, 2002 to October 2004.
- (B) The Supplier did carry on the business of career counseling in the Province of Alberta.
- (C) The Supplier ceased operation in Alberta approximately mid October 2004 and at the same time the Employee was no longer employed with the Supplier.
- (D) The Employee negotiated contracts on behalf of the Supplier for career counseling services to be provided by the Supplier to Consumers (the “Consumers”).
- (E) The Consumers allege the Employee committed deceptive acts and practices while employed by the Supplier including but not limited to the following:

- a. The Employee did willfully use exaggeration, falsehood, innuendo or ambiguity as to a material fact, in violation of section 6(2)(c) of the Fair Trading Act, or in the alternative, the Employee made representations knowingly or with reason to know that the supplier had a sponsorship, approval, status, affiliation or connection that the supplier did not have, in violation of section 6(4)(d) of the Fair Trading Act, in that the Employee represented to Consumers that the Supplier could get their clients in front of persons with hiring decision capabilities, by passing the normal human resources and personnel department of the employers, when they were not in fact able to do so.

- b. The Employee did willfully use exaggeration, falsehood, innuendo or ambiguity as to a material fact, in violation of section 6(2)(c) of the Fair Trading Act, or in the alternative, the Employee made representations knowingly or with reason to know that the supplier had a sponsorship, approval, status, affiliation or connection that the supplier did not have, in violation of section 6(4)(d) of the Fair Trading Act in that as an inducement the Employee told Consumers the Supplier had access to the "hidden job market", a proprietary list of employers and contacts available to clients only through the Supplier, when this was not true.

- c. The Employee did willfully use exaggeration, falsehood, innuendo or ambiguity as to a material fact, in violation of section 6(2)(c) of the Fair Trading Act, or in the alternative, the Employee, knowingly or with reason to know, did mislead and deceive Consumers, in violation of section 6(4)(a) of the Fair Trading Act, in that as an inducement to consumers the Employee represented to Consumers that the Supplier only accepted a small percentage of applicants as clients when most clients who applied and paid were accepted.

- d. The Employee did willfully use exaggeration, falsehood, innuendo or ambiguity as to a material fact, in violation of section 6(2)(c) of the Fair Trading Act, or in the alternative, the Employee, knowingly, or with reason to know, did mislead and deceive Consumers, in violation of section 6(4)(a) of the Fair Trading Act, in that as an inducement to Consumers the Employee represented to Consumers that the Supplier had a 100% success rate in job placement for clients; promising Consumers interviews, jobs within

a certain period of time, and salary expectations, when this was not true.

- (F) The Director is of the opinion that the Employee has committed deceptive acts and practices as a result of the allegations made by the Consumers referred to in recitals ((E), a, b, c, d), thereby committing unfair practices as outlined in section 7 of the Fair Trading Act, with respect to section 6(2)(c), 6(4)(a), 6(4)(d) of the Act.
- (G) The Director is satisfied that the Employee has ceased the contravention of the Act as alleged in recitals ((E), a, b, c, d).
- (H) It is acknowledged that this Undertaking is not an admission by the Employee that he contravened the Fair Trading Act.

NOW THEREFORE THIS UNDERTAKING WITNESSES THAT:

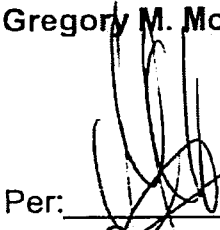
- 1) The Employee will not knowingly nor intentionally, at any time hereafter, engage in acts or practices contrary to section 7 of the Act or any other prohibited acts in the Fair Trading Act.
- 2) The Employee will ensure that he or any of his representatives and agents are acquainted with the requirements of the Fair Trading Act and that he or any of his representatives and agents will not knowingly nor intentionally, at any time hereafter, engage in any act or practice misleading or tending to mislead consumers about the actual services that can be provided.
- 3) The Employee will refund to _____ the amount of \$840.00, being the amount of commission obtained by the Employee from the consideration paid by the Consumer to the Supplier.
- 4) The Employee will refund to C _____ the amount of \$903.00, being the amount of commission obtained by the Employee from the consideration paid by the Consumer to the Supplier.

- 5) The Employee will refund to _____ the amount of \$840.00, being the amount of commission obtained by the Employee from the consideration paid by the Consumer to the Supplier.
- 6) The Employee will refund to _____, the amount of \$980.00, being the amount of commission obtained by the Employee from the consideration paid by the Consumer to the Supplier.
- 7) The Employee will refund to _____ the amount of \$980.00, being the amount of commission obtained by the Employee from the consideration paid by the Consumer to the Supplier.
- 8) The refunds referred to in recitals (3, 4, 5, 6, 7) for a total amount of \$4543.00 shall be made payable to the Finance Minister of Alberta, in care of the Director who will distribute them to the Consumers. Payment will be made by post dated cheques that will be supplied at the time the Undertaking is signed by the Employee. The first cheque in the amount of \$378.62 will be dated January 15, 2006. This will be followed by eleven cheques in the amount of \$378.58 each. These will fall due at monthly intervals starting February 15, 2006.
- 9) This Undertaking will be binding upon the Employee unless:
 - a) terminated by the Director or varied with the consent of the Employee;
 - 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;
 - 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 Employee 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 the termination or variance.
- 10) The Employee acknowledges that the Director may, upon breach by the Employee of any terms of the Undertaking, institute proceedings and take such action under the Fair Trading Act, as he may consider necessary.

11)The Employee acknowledges that he was advised by Alberta Government Services, and is aware, that he is entitled to seek independent professional advice regarding the signing of this Undertaking, and the Employee acknowledges that he is entering into this Undertaking voluntarily.

IN WITNESS WHEREOF the Employee, has on the 10th day of November 2005, attested by his signature of his proper authorization and agreement of this undertaking.

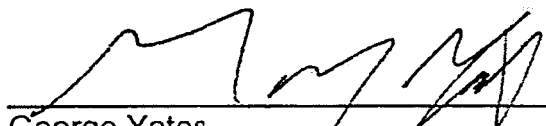
Gregory M. Molnar



Per: _____

Gregory M. Molnar

ACCEPTED by the Director of Fair Trading this 10th day of November 2005.



George Yates
Director of Fair Trading
Province of Alberta