

IN THE MATTER OF  
THE FAIR TRADING ACT

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

BY: **WIGGINS ADJUSTMENTS LIMITED**  
19985 68 Avenue  
Langley, B.C. V2Y 1H8  
Registered Office:  
Insert Here

(hereinafter called the "Supplier")

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

WHEREAS:

- (A) The Supplier is not a licensed collection agency authorized to conduct business in Alberta.
- (B) The Supplier and its collectors require licensing to operate in Alberta.
- (C) The Director asserts that \_\_\_\_\_ contacted Mr. \_\_\_\_\_ about an alleged debt to Skagit County District Court, State of Washington, in the amount of \$189.19. between June 7, 2005 and September 6, 2005. \_\_\_\_\_ were not licensed as collectors in Alberta to collect at that time.
- (D) The Director asserts that on June 8, 2005, \_\_\_\_\_, in house lawyer and counsel, sent a letter to Mr. \_\_\_\_\_ : stating that if the alleged debt to Skagit County District Court was not paid in ten days, legal action would be commenced without further notice to him. The Supplier advises that the alleged debt to Skagit County District Court was a judgment in default from June 1994 that was not renewed after 10 years. Therefore, the Director asserts that the debt was not due and owing by the debtor to the creditor after June 2004.

- (E) The Director asserts that in December 2001, a Collection was listed with Trans Union against Mr. \_\_\_\_\_, in the sum of \$189.00, with the alleged debt originating in June 1994. The Director asserts that this Collection remained on the Trans Union credit report until Mr. \_\_\_\_\_ complained to Trans Union who then removed it in August 2005.
- (F) The Director asserts that he has reason to believe that the acts or practices of the Supplier described in recitals (C) to (E) herein constitute breaches of the Fair Trading Act.

**NOW THEREFORE THIS UNDERTAKING WITNESSES THAT:**

- 1) The Supplier undertakes to the Director that he will not knowingly nor intentionally, at any time hereafter, engage in acts or practices similar to those described in recitals (C) to (E) or any other acts or practices prohibited by the Fair Trading Act. The Supplier does so without admitting to breaching the Fair Trading Act.
- 2) The Supplier will ensure that all employees, representatives and agents are forthwith acquainted with the requirements of the Fair Trading Act, especially as it pertains to Part 11, Collection Practices.
- 3) It is understood that the Supplier
  - I. Will ensure that Wiggins Adjustments Limited becomes incorporated in the Province of Alberta.
  - II. Will ensure that Wiggins Adjustments Limited obtains an Alberta collection agency licence
  - III. Will ensure all Wiggins Adjustments Limited collectors who contact Albertans are licensed with Alberta Government Services.
  - IV. Will ensure all Wiggins Adjustments Limited collectors who may contact Albertans, are in compliance with Part 11 of the Fair Trading Act when doing so.

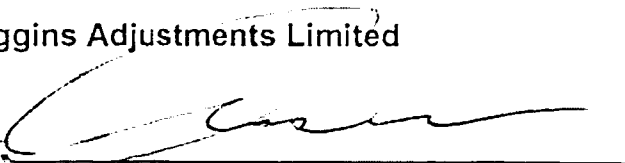
- 4) The Supplier understands that this Undertaking becomes part of the Public Record, maintained pursuant to the Fair Trading Act.
- 5) The Supplier will pay to Mr. \_\_\_\_\_ the sum of \$500.00 in compensation for him having to deal with collection letters and phone calls from Wiggins Adjustments Limited for a debt that was not due and owing. Such payment shall be made within 10 days of the signing of the Undertaking.
- 6) The Supplier will pay to the Director, for deposit with the Finance Minister of Alberta, the sum of \$1000.00, which represents a portion of the costs associated with investigating this matter. Such payment shall be made within 10 days of the signing of this Undertaking.
- 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;
  - 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 the termination or variance.
- 8) The Supplier acknowledges that the Director may, upon breach by the Supplier of any terms of the Undertaking, institute proceedings and take such action under the Fair Trading Act as he may consider necessary.

9) The Supplier acknowledges that it was advised by Alberta Government Services, 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 3<sup>rd</sup> day of January 2006, caused its common seal to be hereunto affixed and attested by the signatures of its proper officers duly authorized in that behalf.

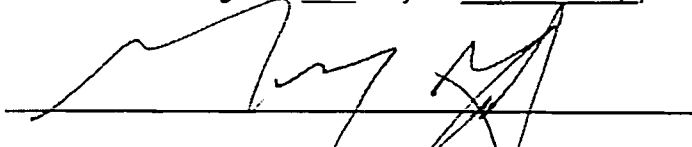
Wiggins Adjustments Limited

Per

  
\_\_\_\_\_

Mr. Larry Fraser

ACCEPTED by the Director of Fair Trading this 7<sup>th</sup> day of February, 2006

  
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Mr. George Yates  
Director of Fair Trading