

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

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

BY: **JOHN LEBLANC**
Canadian Financial Wellness Group
1 Research Drive
Dartmouth, Nova Scotia B2Y 4M9

(hereinafter called the "**Supplier**")

TO: The **DIRECTOR OF FAIR TRADING**

(hereinafter called the "**Director**")

WHEREAS:

- (A) The Supplier acted for Ms. _____, resident of Calgary, Alberta, in discussions with Pomer & Boccia Professional Corporation, a collection agency acting for TD Canada Trust. The Supplier acknowledges receiving an initial fee of \$393.00 from Ms. _____ on October 13, 2006. The Supplier acknowledges receiving \$2,460.00 from Ms. _____ which was forwarded to Pomer & Boccia Professional Corporation and received a \$3000.00 fee from Ms. _____ on October 26, 2006.
- (B) The Director asserts that he reason to believe that the acts or practices of the Supplier described in recital (A) herein constitutes breaches of the *Collection and Debt Repayment Practices Regulation*.
- (C) The Supplier acknowledges that he has been advised that acting on behalf of a debtor for a consideration or fee in negotiations or arrangements with creditors or receiving money from a debtor for distribution to creditors in Alberta requires licensing under the *Collection and Debt Repayment Practices Regulation*.

NOW THEREFORE THIS UNDERTAKING WITNESSES THAT:

- 1) The Supplier undertakes to the Director that the Supplier will not, at any time hereafter, engage in acts or practices similar to those described in recital (A) which may be contrary to section 3(3) and 12.1(1)(e) of the *Collection and Debt Repayment Practices Regulation*.
- 2) The Supplier has ceased engaging in acts or practices similar to those described in Recital A or any other activities that may constitute acting as a debt repayment agency until such time as he has obtained a debt repayment agency licence.
- 3) This Undertaking will be binding upon the Supplier 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 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.
- 4) The Supplier acknowledges that the Director may, upon breach by the Supplier of any terms of the Undertaking, institute such proceedings and take such action under the *Fair Trading Act*, as he may consider necessary.
- 5) This Undertaking given by the Supplier shall not be construed as an acknowledgement or admission of a breach of the *Collection and Debt Repayment Practices Regulation*.
- 6) The Supplier will refund his fees of \$3393.00 to Ms. .
Such payment is to be made within 15 days from the date of this Undertaking.
- 7) The Supplier will pay to the Minister of Finance of Alberta the sum of \$800.00, an amount that represents a portion of the costs associated with investigating this matter. Such payment is to be made within 15 days from the date of this Undertaking.
- 8) The Supplier acknowledges that he was advised by Service Alberta, and is aware that he is entitled to seek independent professional advice regarding


the signing of this Undertaking, and the Supplier acknowledges that he is entering into this Undertaking voluntarily.

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IN WITNESS WHEREOF the Supplier, has on the 28th day of February, 2008, signed this document.


John LeBlanc

ACCEPTED by the Director of Fair Trading this 26 day of March, 2008


Darren Thomas
Director of Fair Trading (as delegated)