

This is the 1st Affidavit
of Geoff Higuchi in this case
and was made on October 10, 2016



No. S1510284
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

PRAKASH BASYAL; ARTHUR GORTIFICATION CAJES;
EDLYN TESORERO; and BISHNU KHADKA

PLAINTIFFS

AND:

MAC'S CONVENIENCE STORES INC.; OVERSEAS
IMMIGRATION SERVICES INC.; OVERSEAS CAREER AND
CONSULTING SERVICES LTD.; and TRIDENT
IMMIGRATION SERVICES LTD.

DEFENDANTS

AFFIDAVIT

I, Geoff Higuchi, of, 7150-200th Street, Langley, British Columbia, manager, SWEAR,
THAT:

1. I am the British Columbia Operations Manager at Mac's Convenience Stores Inc. ("Mac's"). Between February 2012 and June 2014 I additionally held the position of Senior Recruitment and Training Manager for the Western Region. As such, I have personal knowledge of the facts hereinafter deposed to except where stated to be on information and belief, in which case I verily believe them to be true.
2. The documents attached as exhibits to this affidavit have been redacted to remove personal information of individuals who are not parties to this action.

A. Mac's' Business

3. Mac's is a company incorporated pursuant to the laws of Ontario, and extra-provincially registered to operate in various provinces throughout Canada, including British Columbia.

4. Mac's owns a chain of convenience stores ("Mac's Stores") that operate throughout Canada. The company is divided into geographic business units. The "Western Region" includes all Mac's Stores in British Columbia, Alberta, Saskatchewan, Manitoba, and the Northwest Territories.

5. Between February 2012 and June 2014 there were approximately 302 Mac's Stores operating in the Western Region, as follows: 57 in British Columbia; 202 in Alberta; 22 in Saskatchewan; 20 in Manitoba; and 1 in the Northwest Territories.

B. Dealer-Run Mac's Stores

6. Operating individual Mac's Stores is not part of the company's business model. Mac's does not operate Mac's Stores; except in rare and temporary circumstances. Each Mac's Store is operated by a separate incorporated entity unrelated to Mac's. The owners of these entities are referred to as "Independent Store Operators", or "Dealers" ("Dealers"). Dealers are business partners with Mac's. To become a Dealer, an individual must be selected and trained by Mac's, they must incorporate, and they must agree to operate the Mac's Store according to a written Dealer Agreement, among other things. Attached hereto and marked as Exhibit "A" is a true copy of a sample Dealer Agreement.

7. Dealers are entirely responsible for staffing Mac's Stores with their own employees. Employees of Dealer-Run Mac's Stores are not employed by Mac's. They are employed by a Dealer's corporation. Mac's is not involved with hiring, managing, or paying employees of Dealer-Run Mac's stores.

8. A Dealer that has difficulty staffing its Mac's Store locally is free to utilize the Government of Canada's Temporary Foreign Worker Program, independently of Mac's. They are also free to utilize the services of a third-party, such as Overseas Career and Consulting Services Ltd. ("Overseas"). Because Mac's is not involved in staffing Dealer-Run Mac's stores, Mac's has no means of knowing how many Dealers utilized the Temporary Foreign Worker

Program, how many dealers utilized the services of Overseas or other third-parties, or how many Temporary Foreign Workers were employed by Dealers. If a Dealer utilized the Temporary Foreign Worker Program, or the services of Overseas, Mac's had no involvement.

C. Corporate Stores

9. In rare and temporary circumstances, Mac's will operate a Mac's Store if no Dealer is in place (a "Corporate Store"). This typically occurs if a store is "between" Dealers, when a Dealer departs or is terminated, and cannot be immediately replaced.

10. When operating a Corporate Store, Mac's is responsible for staffing the Corporate Store with its own employees. Employees of a Corporate Store are employees of Mac's. Mac's is directly involved with hiring, managing, and paying employees of Corporate Stores.

11. Between February 2012 and June 2014, approximately 19 Mac's Stores in the Western Region were operated as Corporate Stores, during some or all of that period, as follows: seven (7) in British Columbia; six (6) in Alberta; four (4) in Saskatchewan; one (1) in Manitoba; and one (1) in the Northwest Territories.

D. Corporate Food Service Operations

12. In addition to operating Corporate Stores when and where necessary, Mac's operates some food service operations (the "Corporate Food Service Operations") at various Mac's Stores. Most Corporate Food Service Operations are Subway Restaurant franchises.

13. Mac's is responsible for staffing Corporate Food Service Operations with its own employees. Employees of a Corporate Food Service Operation are employees of Mac's. Mac's is directly involved with hiring, managing, and paying employees of Corporate Food Service Operations.

14. When Mac's operates a Corporate Food Service Operation at a Dealer-Run Mac's Store, operation of the Mac's Store remains with the Dealer, separate and apart from the Corporate Food Service Operation.

15. Between February 2012 and June 2014, Mac's operated approximately 28 Corporate Food Service Operations in the Western Region. Twenty-seven (27) were Subway Restaurant franchises. One (1) was a Seattle's Best Coffee franchise.

E. Temporary Foreign Worker Program

16. The Temporary Foreign Worker Program (the "Program") is administered by the Government of Canada. A summary of the program from Service Canada is attached hereto and marked as Exhibit "B".

17. Generally, the Program allows employers to hire temporary foreign workers ("TFWs") to fill critical labour challenges when Canadian workers are not available. At a high level, I understand that the Program operated as follows between late 2011 and Spring 2014:

(a) The employer must apply to Employment and Social Development Canada ("Service Canada") for a Labour Market Opinion ("LMO").

(b) A positive LMO can be granted for specific individual workers and/or specific locations (a "Specific LMO"). A positive LMO can also be granted for unspecified workers (an "Unnamed LMO"), or unspecified locations (a "Blanket LMO"), or both (an "Unnamed Blanket LMO"). Attached hereto and marked as Exhibit "C" is a true copy of an example Specific LMO for one (1) Retail Store Supervisor position in Maple Ridge, British Columbia. Attached hereto and marked as Exhibit "D" is a true copy of an example Unnamed Blanket LMO for 14 Food Service Supervisor positions in the Lower Mainland of British Columbia.

(c) LMOs can be granted for different categories of jobs: Higher-Skilled Occupations and Lower-Skilled Occupations. These categories differ with respect to the requirements for employers and employees, duration, and eligibility for permanent residency. In particular, there are no special employer requirements for hiring TFWs in Higher-Skilled Occupations, whereas employers hiring TFWs in Lower-Skilled Occupations are required to sign a written contract with the employee, cover recruitment and return airfare costs, assist with finding suitable accommodation, provide medical coverage until the employee

is covered under a provincial/territorial plan, and enrol the employee in workers' compensation insurance.

(d) If a positive LMO is granted by Service Canada, the prospective TFW completes and submits a work permit application to Citizenship and Immigration Canada ("CIC"). A work permit application must include a copy of a positive LMO and an employment contract signed by the employer. A work permit application must be made prior to the expiry date of the LMO.

(e) Depending on their country of citizenship, TFWs may require a temporary resident visa to enter Canada.

(f) Once a visa is granted, the TFW travels to Canada. At the port of entry, the TFW would obtain their work permit from the Canada Border Services Agency ("CBSA") if they are found admissible.

(g) Employers can utilize the services of third-party organizations to assist with managing this process, completing LMO applications, and recruiting and hiring TFW's.

F. Overseas

18. Between Summer 2011 and Spring 2014, Mac's experienced difficulty finding Dealers to operate some Mac's Stores in the Western Region. As a result, Mac's had to operate a number of Corporate Stores in the Western Region during that time.

19. Also during that time, Mac's experienced difficulty finding Canadian workers to employ in Corporate Stores and Corporate Food Service Operations in the Western Region.

20. Starting in September 2011, Mac's employed TFWs in Corporate Stores and Corporate Food Service Operations in the Western Region.

21. Overseas is a third-party organization that provides services to assist employers in filling labour shortages by recruiting foreign workers. Prior to February 2012, Overseas was working with and/or soliciting their services to one or more Mac's Dealers in the Western Region.

22. In or around January or February 2012, Overseas was introduced to Mac's by a Mac's employee of who had encountered them working with and/or soliciting their services to one or more Mac's Dealers.

23. In or around January or February 2012, I met with representatives of Overseas, Kuldeep Bansal and Cynthia Hirak, in Surrey, British Columbia. I had at least one meeting with Overseas at this time, and possibly two or three. At these meetings, I explained Mac's' labour needs and Overseas explained the services they were prepared to offer to Mac's.

24. On or around February 6, 2012, Ms. Hirak sent an e-mail to me in response to some preliminary questions I had with respect to Overseas' business and the services they were offering to provide to Mac's. Attached hereto and marked as Exhibit "E" is a true copy of the e-mail from Ms. Hirak to me dated February 6, 2012.

25. On or around February 22, 2012, Overseas prepared and provided Mac's with a document that outlined the services Overseas was offering to provide Mac's, a true copy of which is attached hereto and marked as Exhibit "F".

26. Shortly thereafter, Mac's engaged Overseas to assist Mac's in filling labour needs with foreign workers in Corporate Stores and Corporate Food Service Operations in the Western Region. Overseas was never engaged by Mac's to provide any services with respect to any other geographic business region.

27. No written contract was executed by Mac's and Overseas.

28. Initially, the focus of Overseas' engagement was to recruit candidates with demonstrated potential to become Dealers into Retail Store Supervisor roles. Eventually the focus expanded to include recruitment of Food Service Supervisors, Cashiers, and Food Counter Attendants.

29. Mac's agreed to pay Overseas a success fee for every TFW that was hired in a Mac's Corporate Store or Corporate Food Service Operation as follows:

- (a) \$1,500 for every supervisor; and
- (b) \$500 for every Cashier and Food Counter Attendant.

30. Mac's never authorized Overseas to charge or collect any payments from TFWs, directly or indirectly, in exchange for securing employment at Mac's. Mac's has no means of knowing what, if any, payments or agreements were made between individual TFWs and Overseas.

31. Mac's understood that Overseas did not charge candidates fees for securing employment, but did charge candidates fees related to assisting them with processing immigration documents and generally navigating the immigration process. Mac's also understood that Overseas charged no fees to candidates from a visa exempt country.

32. Mac's has never received any payments from TFWs, directly or indirectly, in exchange for securing employment at Mac's, or for immigration consulting services.

33. Mac's retained Overseas to assist with recruiting TFWs. Mac's' involvement in the process was mostly limited to communicating and confirming its labour needs to Overseas, interviewing candidates, and reviewing, signing, and returning necessary documents.

34. Overseas also assisted Mac's with recruiting foreign workers through Provincial Nominee Programs ("PNPs") in British Columbia, Alberta, Saskatchewan, Manitoba, and the Northwest Territories. Attached hereto and marked as Exhibit "G" is a true copy of a summary of the process to hire workers under PNPs from a webpage operated by CIC.

G. LMOs

35. In or around July 2012, Overseas began submitting LMO applications for Mac's. Mac's appointed Overseas to act as its representative for the purpose of submitting LMO applications. Attached hereto and marked as Exhibit "H" is an executed copy of a form titled "Appointment of a Third-party Representative". A copy of this form was attached to the LMO applications submitted by Overseas for Mac's.

36. Overseas submitted LMO applications for Mac's for:

(a) Higher-Skilled Occupations:

(i) Retail Store Supervisors;

(ii) Food Service Supervisors;

(b) Lower-Skilled Occupations:

- (i) Cashiers; and
- (ii) Food Counter Attendants.

37. Attached hereto and marked as Exhibit "I" is a true copy of an example of an LMO application submitted by Overseas for Mac's for Retail Store Supervisors. Attached hereto and marked as Exhibit "J" is a true copy of an example of an LMO application submitted by Overseas for Mac's for Cashiers.

38. Mac's' best information with respect to the positive LMOs that Mac's was granted during its engagement with Overseas is as follows:

- (a) Mac's was granted 82 positive LMOs for Corporate Stores and Corporate Food Service Operations in the Western Region (the "Western Region LMOs").
- (b) The 82 Western Region LMOs covered 421 positions.
- (c) 258 names were ultimately assigned to the 421 positions covered by the Western Region LMOs; 163 positions remained unnamed.
- (d) Of the 82 Western Region LMOs, 47 were for British Columbia (the "BC LMOs").
- (e) The 47 BC LMOs covered 100 positions.
- (f) 61 names were ultimately assigned to the 100 positions covered by the BC LMOs; 39 positions remained unnamed.

39. From time to time, individual names were assigned to more than one LMO. For example, if a candidate was named to a LMO, but a position was filled before the TFW completed the application process, an individual was sometimes subsequently named to another LMO for another position that was available.

40. The fact that the Western Region LMOs provided for 421 positions does not indicate that Mac's provided Employment Contracts or otherwise offered jobs to that same number of people. As noted above, it does not even indicate that those positions were ever actually assigned names.

H. Identifying TFWs

41. Overseas introduced prospective TFW candidates to Mac's. Overseas set up interviews, by phone or in person, between prospective TFWs and me, or other local Market Managers or Store Managers at Mac's.

42. Initially, most of the prospective TFWs that were initially interviewed and ultimately offered jobs were already in Canada, having entered on LMOs issued to other employers, or having otherwise entered Canada. This is discussed in more detail later in this affidavit.

43. In addition to interviewing prospective TFW candidates in Canada, I also made four (4) visits to Dubai to attend job fairs organized by Overseas in August 2012, November 2012, February 2013, and May 2013. While in Dubai, I interviewed prospective TFWs.

44. If after conducting an interview I was satisfied that a prospective TFW was suitable for a position with Mac's, I advised Overseas that the individual was suitable.

I. Employment Contracts

45. On at least a weekly basis, I sent out calls and e-mails to all Market Managers in the Western Region to determine if Mac's had any pressing needs for workers. If and when Mac's had a position that needed to be filled, I confirmed that position to Overseas. Overseas then oversaw the process of obtaining LMOs for identified prospective TFWs and/or naming identified prospective TFWs to previously obtained LMOs.

46. After Mac's confirmed it had a position for an identified prospective TFW, Overseas would send me a written employment contract for a prospective TFW. (an "Employment Contract"). I would sign the Employment Contract and return it to Overseas. Overseas did not always report back on whether they provided the Employment Contract to the individual TFW candidate, or if the TFW candidate agreed to accept the Employment Contract.

47. I understand that the Employment Contracts were based on a template prescribed by Service Canada for the TFW program. Attached hereto and marked as Exhibit "K" is a true copy of the template that was in place between August 2012 and early 2014.

48. The Employment Contracts varied with respect to the following written terms depending on the nature and location of the position:

- (a) wage rate;
- (b) hours of work;
- (c) job description and duties;
- (d) length of the contract; and
- (e) payment of travel costs.

49. The Employment Contracts did not contain written terms related to job location.

50. The Employment Contracts were conditional upon the TFW obtaining a valid work permit, and his or her successful entry to Canada. All Employment Contracts included the following written term:

2. Both parties agree that this contract is conditional upon The EMPLOYEE obtaining a valid work permit pursuant to the Immigration Regulations, and his/her successful entry to Canada.

51. All of the Employment Contracts included the following terms relating to termination:

18. Should the EMPLOYEE wish to terminate the present contract, The EMPLOYEE agrees to give The EMPLOYER written notice thereof at least one week in advance.

19. The EMPLOYER must give written notice before terminating the contract of The EMPLOYEE if the EMPLOYEE has completed 3 months of uninterrupted service with the EMPLOYER and if the contract is not about to expire. This notice shall be provided at least one week in advance.

52. The recruitment and hiring process took many months for candidates that were not already in Canada - from submitting LMO applications, receiving positive LMOs, naming persons to Unnamed LMOs, to waiting for valid travel visas and work permits to be issued. Meanwhile, specific job vacancies at Mac's were being filled or created. Mac's' labour needs were changing constantly. While I only executed Employment Contracts for prospective TFWs after confirming there was an available position, there was always a possibility that the position would not be available by the time the TFW's visas, work permits, and travel arrangements could be finalized (for example, the position could be filled by Canadian employees, or a Corporate Store could be converted to a Dealer-Run Store).

53. Mac's understood that Overseas advised all candidates who were not already in Canada to wait until a job was confirmed before travelling to Canada and obtaining a work permit at their point of entry. Attached hereto and marked as Exhibit "L" is a true copy of an e-mail from Ms. Hirak to me dated January 15, 2014 in which Overseas acknowledges that Mac's confirmation was required before a TFW took any steps to resign the jobs they had and/or travelled to Canada.

54. I communicated with Overseas frequently to advise Overseas which positions and which locations needed workers. Typically, we carried out this communication by exchanging spreadsheets (the "Priority Lists") over e-mail. I also met with Mr. Bansal and Ms. Hirak regularly to discuss and confirm available positions and set priorities.

55. Mac's' records account for it confirming available positions for 94 of the 258 individuals named to the Western Region LMOs. Of those 94 positions, 18 were in British Columbia.

J. Acceptance of Employment Contracts by TFWs

56. After Mac's confirmed it had an available TFW position, Overseas connected the local Market Managers or Store Managers who oversaw the operation of the specific Mac's location with an identified TFW who had been named to a Western Region LMO and was willing and able to commence employment.

57. TFWs communicated their acceptance of an Employment Contract by their communication with local Market Managers and Store Managers and/or by their commencement of work at a Corporate Store or Corporate Food Service Operation.

58. Mac's' records indicate that 86 individuals, who were introduced by Overseas, successfully interviewed by Mac's, named to Western Region LMOs, provided Employment Contracts, and offered TFW positions at Mac's, accepted offers of employment and commenced working for Mac's in Corporate Stores or Corporate Food Service Operations in the Western Region. Of those 86 TFWs, 15 were hired by Mac's in British Columbia.

59. Overseas advised Mac's that a number of candidates: 1) declined to accept a job offer from Mac's; 2) accepted other employment prior to commencing work with Mac's; 3) were unable to obtain a valid travel visa; 4) were unable to obtain a valid work permit; and/or 5) were unable to successfully enter Canada.

60. As examples, Overseas advised me as follows with respect to the following candidates, who were introduced to Mac's by Overseas, interviewed by Mac's, and named to Western Region LMOs:

- (a) Potential Class Member #1 - Changed her mind and will not go;
- (b) Potential Class Member #2 - Refused visa;
- (c) Potential Class Member #3 - Refused Work Permit;
- (d) Potential Class Member #4 - Lost him to another company;
- (e) Potential Class Member #5 - Declined position; and
- (f) Potential Class Member #6 - Denied at border.

61. Attached hereto and marked as Exhibit "M" is a true copy of the relevant page of a Priority List that Overseas sent to Mac's on or about October 10, 2013, regarding Potential Class Members #1 - #4. Attached hereto and marked as Exhibit "N" is a true copy of the relevant page of a Priority List that Overseas sent to Mac's on or about August 23, 2013, regarding Potential

Class Member #5. Attached hereto and marked as Exhibit "O" is a true copy of the relevant page of a Priority List that Overseas sent to Mac's on or about July 2, 2014, regarding Potential Class Member #6.

62. Generally, when it was clear that a person who was named to an LMO would not be hired for any of the reasons discussed above (no available job, declined an offer, unable to obtain valid visas or work permits, etc.), they were removed from Mac's' LMO. Attached hereto and marked as Exhibit "P" is an example of a name removal request letter.

K. Potential Class Members Employed by Mac's

63. Mac's successfully employed a number of TFWs in British Columbia, Alberta, Saskatchewan, Manitoba, and the Northwest Territories.

(i) Potential Class Member #7

64. I was introduced to Potential Class Member #7 at a job fair organized by Overseas in Dubai. I interviewed Potential Class Member #7 for a TFW position at Mac's. I was satisfied after the interview that Potential Class Member #7 was suitable for employment at Mac's as a Retail Store Supervisor.

65. On or around September 24, 2012, Potential Class Member #7 was named to Mac's LMO # 7925247, a true copy of which is attached hereto and marked as Exhibit "Q".

66. Potential Class Member #7 arrived in Canada in early 2013. Upon arrival, he completed a 6-week training course in Burnaby.

67. In or around April 2013, Potential Class Member #7 was hired to work as a Retail Store Supervisor at Mac's' Corporate Store in Summerland, British Columbia ("Store # 11157"). On or around April 9, 2013, Potential Class Member #7 was named to LMO # 7944957, for a Retail Store Supervisor Position in Summerland, a copy of which is attached hereto and marked as Exhibit "R".

68. Potential Class Member #7 remains employed in the same position and has had continuous employment with Mac's at Store # 11157 for the entire time. He is now the Store Manager.

69. Potential Class Member #7 has applied for and obtained permanent resident status in Canada through British Columbia's PNP program, with Mac's' support.

(ii) Potential Class Member #8

70. I was introduced to Potential Class Member #8 at a job fair organized by Overseas in Dubai. I interviewed Potential Class Member #8 for a TFW position with Mac's.

71. Shortly thereafter, Mac's offered Potential Class Member #8 a position as a Market Manager in Training in the Alberta North District at a starting salary of \$50,000 per annum. Attached hereto and marked as Exhibit "S" is a true copy of a job offer letter from Mac's to Potential Class Member #8, dated September 30, 2012.

72. On or around October 4, 2012, Potential Class Member #8 was named to Mac's LMO #7926795, a true copy of which is attached hereto and marked as Exhibit "T".

73. Potential Class Member #8's visa and work permit applications were significantly delayed due to a strike by Citizenship and Immigration Canada workers overseas.

74. On or around December 5, 2013, Potential Class Member #8 travelled to Canada. He travelled to Edmonton and upon arrival he was met by Mac's' trainer Greg Allan. He completed approximately 5 weeks of training in Edmonton. After the fourth day of his training, Potential Class Member #8 noticed he was not being paid the wages set out in his offer letter. He raised the issue immediately with me and we rectified the error. Potential Class Member #8 was paid at the rate set out in his offer letter.

75. When Potential Class Member #8's training was complete, he was hired as a Market Manager in the Alberta North Region, working out of the Mac's corporate office in Edmonton. Potential Class Member #8 was named to Mac's LMO # 8038621, for a Retail Store Supervisor Position in Edmonton, on or around March 24, 2014. Attached hereto and marked as Exhibit "U" is a true copy of LMO # 8038621.

76. Potential Class Member #8 remains employed in the same position. As a Market Manager, he oversees and assists with the management and operation of 12 Mac's Stores. Mac's

refers to the group of stores managed by a Market Manager as a "route". Potential Class Member #8's route is consistently one of the top revenue earners in the Western Region.

77. Potential Class Member #8 has applied for and obtained permanent resident status in Canada through Alberta's PNP program, with Mac's' support.

(iii) Potential Class Member #9

78. I was introduced to Potential Class Member #9 at a job fair organized by Overseas in Dubai. I interviewed her for a TFW position with Mac's.

79. In or around October 2012, Potential Class Member #9 was named to Mac's LMO # 7944127 for a Retail Store Supervisor Position in Maple Ridge, a copy of which is attached as Exhibit C to this affidavit.

80. Potential Class Member #9 and I met again during my next visit to Dubai. She had another interview with representatives of Mac's via Skype shortly thereafter.

81. In or around April 2013, Potential Class Member #9 arrived in Canada, via Vancouver. When she arrived, there was no longer an available position in Maple Ridge. Two weeks later, I contacted her and offered her a Store Manager position in Yellowknife. She accepted the position, and applied for and received a work permit on an expedited basis. Attached hereto and marked as Exhibit "U1" is a true copy of an Employment Contract for Potential Class Member #9 dated June 21, 2013.

82. Potential Class Member #9 then travelled to Yellowknife and was hired by Mac's as a Store Manager at Mac's Corporate Store in Yellowknife ("Store # 22611"). She was employed as the Store Manager from May 2013 to March 2015.

83. In or around March 2015, Store # 22611 was converted to a Dealer-Run Store, thereby ending Mac's employment relationship with Potential Class Member #9.

84. I understand that the Dealer who took over the operation of Store # 22611 hired Potential Class Member #9 upon taking over the operation of Store # 22611. She is now employed by the Dealer.

85. Potential Class Member #9 has applied for and obtained permanent resident status in Canada.

(iv) Potential Class Member #10

86. I was introduced to Potential Class Member #10 at a job fair organized by Overseas in Dubai. I interviewed him for a TFW position with Mac's. Shortly thereafter, he was interviewed by another Mac's representative, Greg Allen, by Skype.

87. Potential Class Member #10 was named to a Mac's LMO and traveled to Vancouver. After about a week in Vancouver, he travelled to St. Paul, Alberta for training. Once his training was complete, he was employed as a Store Manager at the Mac's Corporate Store in St. Paul, Alberta ("Store # 22608"). He has remained in that position and has had continuous employment with Mac's.

88. Potential Class Member #10 has applied for and obtained permanent resident status, with the support of Mac's. Upon receiving his permanent resident status, he began having discussions with Mac's about becoming a Dealer. Beginning in mid-October he will take over the operation of the Mac's Store in Morinville, Alberta ("Store # 22616") as a Dealer.

L. Potential Class Members Were Already in Canada Before Employed by Mac's

89. Many of the TFWs Overseas introduced to Mac's, and who were interviewed by Mac's and ultimately offered jobs, were already in Canada at the time Overseas introduced them to Mac's. Mac's was advised by Overseas that these individuals had entered Canada on LMOs issued to other employers, or had otherwise entered Canada through some other process or program.

90. At the outset of Mac's' involvement with Overseas, the vast majority of TFW candidates that were offered jobs by Mac's were already in Canada. It was a very efficient process and Mac's was able to fill its employment needs promptly, without having to wait months for TFWs to secure visas, work permits, and travel arrangements.

91. Mac's would interview candidates already in Canada at Mac's' offices, at Overseas' offices, at other locations, or by telephone. If Mac's decided to offer the prospective TFW

candidate a position, they were named to a Mac's LMO and given an offer of employment and/or an Employment Contract.

92. To obtain a revised work permit allowing them to work for Mac's in Canada, the TFW would exit the county at the US border and re-enter Canada with their required documents. CBSA would generally issue a new work permit allowing the TFW to work for Mac's and the individual was ready to commence employment. I understand this process was known as "Flag-poling" or "side-dooring".

93. If a TFW was already in Canada, Mac's did not pay TFW's travel costs to Canada. Otherwise, Mac's generally paid Lower-Skilled TFWs' travel costs to Canada if they were not already in Canada at the time Mac's offered them a job. Mac's paid the travel costs directly, reimbursed the TFW upon their commencement of work, or reimbursed Overseas who arranged and paid for TFWs' travel themselves.

(i) Potential Class Member #11

94. Potential Class Member #11 is a citizen of the Philippines. She entered Canada on a LMO for "Jdhillon Enterprises Ltd.", a Dealer, and obtained a work permit.

95. Potential Class Member #11 was employed by Jdhillon Enterprises Ltd. as a Retail Store Supervisor at a Dealer-Run Mac's Store in New Westminister ("Store # 11168"). Potential Class Member #11 was employed for 2 or 3 weeks. Her employment was then terminated. I understand that Jdhillon Enterprises Ltd. was unable to provide her with enough hours of work at Store # 11168.

96. As a result of her employment with Jdhillon Enterprises Ltd. being terminated, Potential Class Member #11 was in Canada without any employment.

97. In or around late 2013, Overseas set up a phone interview for Potential Class Member #11 with me. I was satisfied that she would be a good candidate for a Retail Store Supervisor position at a Corporate Store in the Western Region.

98. Potential Class Member #11 was then named to a Mac's LMO and Mac's provided her with a job offer and an Employment Contract. She "flag-polled" to receive a new work permit allowing her to work for Mac's.

99. Potential Class Member #11 was hired by Mac's in December 2013. She was employed to work as a Retail Sales Supervisor at Mac's Corporate Store in Victoria ("Store # 11177"). She worked at Store # 11177 as an employee of Mac's until March 2016.

100. Potential Class Member #11 has applied for and obtained permanent resident status in Canada through British Columbia's PNP program, with the support of Mac's.

101. In March 2016, Potential Class Member #11 took over operation of Store # 11177 as a Dealer. She is now a permanent resident of Canada and a business partner of Mac's.

M. TFWs Resigned Their Employment With Mac's for Various Reasons

102. For various reasons, some TFWs employed by Mac's resigned their positions and terminated their Employment Contracts before the end of the term.

(i) Potential Class Member #12

103. In or around February 2013, Potential Class Member #12 was named to a Mac's LMO and offered a job with Mac's as a cashier at Mac's Corporate Store in Grimshaw, Alberta ("Store # 22711").

104. Mac's hired Potential Class Member #12 as a cashier at Store # 22711, and she commenced her employment on or about February 17, 2013. She remained employed in that position until she resigned on or around March 8, 2014.

105. Attached hereto and marked as Exhibit "V" is a true copy of an e-mail exchange between Potential Class Member #12 and I dated May 28-June 3, 2014 in which she confirmed her resignation, and I provided her with a letter confirming her employment. Attached hereto and marked as Exhibit "W" is a true copy of an email exchange between Overseas and I, copying the earlier correspondence I had with Potential Class Member #12.

N. TFWs Were Dismissed for Various Reasons

106. For various reasons, some TFWs employed by Mac's were dismissed from their positions before the end of the term of their Employment Contracts. These situations arose where, among other things, Mac's decided the individual TFW was not suitable for continued employment at Mac's, sufficient work hours were not available at a particular location, or a Corporate Store was converted to a Dealer-Run Store.

O. Prospective TFWs Could Not be Hired if LMOs Expired

107. Any prospective TFW candidate who was named to a Mac's LMO could not be employed by Mac's if they failed to apply for a work permit prior to the expiration of the LMO they were named to.

P. Prospective Food Service TFWs Could Not be Hired After LMOs Were Cancelled

108. On April 30 2014, all of the Western Region LMOs granted for positions with Corporate Food Service Operations were cancelled by Service Canada, due to a policy change making the Program unavailable to employers in the food service industry. Accordingly, the total number of positions that could be filled by TFWs under the Western Region LMOs was reduced significantly. Attached hereto and marked as Exhibit "X" are true copies of the notices from Service Canada, dated May 1 2014, cancelling all of the Western Region LMOs for food service positions.

109. Any person who was named to a Western Region LMO for a position with a Corporate Food Service Operation could not be employed by Mac's if they failed to apply for a work permit prior to the cancellation of their LMO by Service Canada on May 1, 2014.

Q. The Plaintiffs

(i) Bishnu Khadka

110. Mac's was unable to locate any record of an interview between Mr. Khadka and Mac's.

111. Mac's records indicate that on or around December 20, 2012, Mr. Khadka's name was added to Mac's LMO # 7920349, a true copy of which is attached hereto and marked as Exhibit "Y". LMO #7920349 was for 40 cashier positions at various locations in Calgary.

112. In or around March 2014, Mac's confirmed with Overseas that it had available jobs for TFWs in various Corporate Stores and Corporate Food Service Operations, including Mac's Corporate Store in Kitimat, British Columbia ("Store # 11220").

113. On or around April 1, 2014, Overseas advised Mac's that Mr. Khadka was arriving in Canada and was available to be hired in one of the available TFW positions. Attached hereto and marked as Exhibit "Z" is a true copy of an e-mail from Ms. Hirak to me dated April 1, 2014.

114. Mac's subsequently received a copy of Mr. Khadka's work permit. Attached hereto and marked as Exhibit "AA" is a copy of Mr. Khadka's work permit dated April 13, 2014. Mr. Khadka's work permit authorized him to work as a cashier for Mac's in British Columbia. There is no express location restriction noted on the work permit. The "Employer Location" is noted on Mr. Khadka's work permit as "B.C. NES", meaning he was authorized to work anywhere in British Columbia. The work permit does not make any reference to Calgary or Alberta or any particular Mac's Store location.

115. Mac's HR records indicate that Mac's hired Mr. Khadka to work at Store # 11220 on April 17, 2014. Mr. Khadka commenced work at Store # 11220 on April 20, 2014.

116. On April 24, 2014, Store # 11220 was converted to a Dealer-Run Store. Makhija Enterprises Ltd. took over the operation of the store as a Dealer, and Store # 11220 ceased to be a Corporate Store operated by Mac's. As such, on April 24, 2014, Mr. Khadka's employment with Mac's ended.

117. Attached hereto and marked as Exhibit "BB" is a true copy of Mr. Khadka's record of employment, indicating he was employed by Mac's from April 20 to April 24, 2014, and was paid \$490.20 in wages plus \$19.61 vacation pay.

118. I understand that Mr. Khadka was subsequently hired by Makhija Enterprises Ltd. to work in the Dealer-Run Kitimat Mac's Store.

119. Attached hereto and marked as Exhibit "CC" is a copy of letter from Mr. Khadka to me, dated June 11, 2014, in which Mr. Khadka acknowledges that his work permit allowed him to work "anywhere in BC", and also that he had been employed by another employer.

(ii) Arthur Cajes

120. Mac's was unable to locate any record of an interview between Mr. Cajes and Mac's.

121. Mac's' records indicate that on around April 9, 2013, Mr. Cajes' name was added to Mac's LMO #7945080, a true copy of which is attached hereto and marked as Exhibit "DD". LMO #7945080 was for 18 Food Service Supervisor (Higher-Skilled Occupation) positions at various locations in Calgary.

122. On or around October 22, 2013, Mr. Cajes sent an e-mail to me informing me he had obtained a visa and had booked a ticket for November 30, 2013. I responded the same day as follows:

I do not have you on my list as [sic] ask that you for [sic] not travel
UNTIL i [sic] have confirmed there is a position for you.

A copy of the e-mail exchange is attached as Exhibit J to Mr. Cajes' first affidavit in this action.

123. On or around January 3, 2014, I wrote to Ms. Hirak asking her to confirm that Mr. Cajes did not travel to Canada. Ms. Hirak responded on January 6, 2014 as follows:

I have not been informed of his arrival and all candidates have been
advised not to travel until employment is confirmed.

Attached hereto and marked as Exhibit "EE" is a true copy of an e-mail exchange between Ms. Hirak and I, dated January 3-6, 2014.

124. Mac's did not thereafter confirm that it had an available job for Mr. Cajes, either to Mr. Cajes directly, or through Overseas.

125. On or around March 17, 2014, Overseas advised Mac's that Mr. Cajes had found other employment and that his name would be removed from LMO #7945080. Attached hereto and marked as Exhibit "FF" is the relevant page of a Priority List that Overseas sent to me on or around March 17, 2014.

(iii) Edlyn Tesorero

126. Mac's was unable to locate any record of an interview between Ms. Tesorero and Mac's.

127. Mac's records indicate that on or around November 29, 2012, Ms. Tesorero's name was added to Mac's LMO #7945080. LMO #7945080 was for 18 Food Service Supervisor (Higher-Skilled Occupation) positions at various locations in Calgary and a copy is attached to this affidavit as Exhibit DD.

128. On or around December 13, 2013, Ms. Hirak sent an e-mail to me indicating that Ms. Tesorero, and others, were available to be hired immediately. On or around December 16, 2013, I responded and advised that Mac's had no available positions and the candidates should not travel to Canada because Mac's had not previously confirmed that it needed the candidates. I asked that Ms. Tesorero, and the other candidates, be removed from Mac's LMOs. Attached hereto and marked as Exhibit "GG" is a true copy of an e-mail exchange between Ms. Hirak and I dated December 13-16, 2013.

129. On or around December 19, 2013, Ms. Tesorero sent an e-mail directly to me to inquire if Mac's had an available position for her. I responded and confirmed directly that Mac's had no available position for her. A copy of the e-mail exchange is attached to Ms. Tesorero's affidavit at Exhibit Q.

130. On or around May 21, 2014, Ms. Tesorero sent another e-mail to me to inquire about the availability of a position with Mac's. Again, I responded the next day and confirmed that Mac's had no available position for her. Attached hereto and marked as Exhibit "HH" is a true copy of an e-mail exchange between Ms. Tesorero and I dated May 21-22, 2014.

(iv) Prakash Basyal

131. Overseas introduced Mac's to Mr. Basyal at a job fair organized by Overseas in Dubai.

132. Mac's records indicate that on or around January 23, 2013, Mr. Basyal's name was added to Mac's LMO #7914756 for 40 cashier positions at various locations in Edmonton, a true copy of which is attached hereto and marked as Exhibit "II".

133. Mac's did not thereafter receive any communication from Mr. Basyal, directly or through Overseas, about pursuing a job with Mac's.

Q. End of Process with Overseas

134. In or around June 2014, Mac's and Overseas ended their engagement. Currently, Mac's participation in the TFW Program is on hold.

R. Employment Standards Act Complaints

135. On or around June 27, 2014 four (4) potential class members, including the plaintiff Mr. Khadka, filed complaints with the British Columbia Employment Standards Branch against Mac's and Overseas. Two (2) of the complainants, including the plaintiff Mr. Khadka, sought relief against Mac's in the form of "expenses incurred as a result of an alleged false representation" regarding the availability of a position. Attached hereto and marked as Exhibit "JJ" is a true copy of the complaint filed by Mr. Khadka.

136. Mac's resolved the two complaints seeking relief against Mac's. Attached hereto and marked as Exhibit "KK" is a true copy of the notices of settlement issued by the Employment Standards Branch, dated July 14, 2014.

S. Class Size

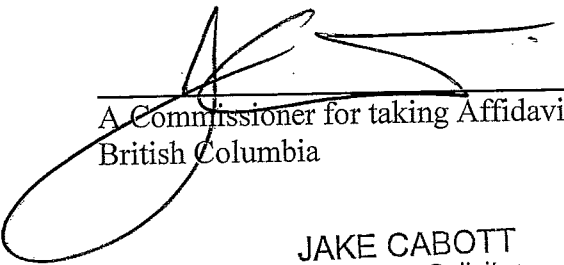
137. Mac's is unable to estimate the size of the proposed class. Mac's has no means of knowing or estimating the number of prospective TFWs who made payments to Overseas, or for what purpose.

138. I have reviewed the affidavit of Lori Greyell. Ms. Greyell estimates the size of the proposed class as at least 450 persons. She bases this estimate on the number of positions covered by positive LMOs. The number appears inflated because it fails to account for: 1) LMO positions that were never assigned names; 2) positions that were not available by the time the individuals were available to commence work; 3) individuals who were never offered jobs; 4) individuals who declined to accept job offers; 5) individuals who accepted other employment prior to commencing work with Mac's; 6) individuals who were unable to obtain valid travel visas; 7) individuals who were unable to obtain valid work permits; and/or 8) individuals who were unable to successfully enter Canada. Further, the spreadsheet attached as Exhibit F to Ms. Greyell's affidavit includes references to LMOs that were not granted to Mac's, but rather Dealers. For example the spreadsheet refers to LMOs that were granted to Jdhillon Enterprises,

Ltd., and numbered companies, which are Dealers. Mac's was not involved in Dealers' efforts to recruit and hire TFWs.

139. I know of no fact material to the plaintiffs' certification application that has not been disclosed in this affidavit or in any other affidavits previously filed in the proceeding.

Chilliack
SWORN, BEFORE ME at ~~Vancouver,~~
British Columbia, on October 10, 2016.



A Commissioner for taking Affidavits for
British Columbia



Geoff Higuchi

JAKE CABOTT
Barrister & Solicitor
Fasken Martineau DuMoulin LLP
2900 - 550 Burrard Street
Vancouver, BC V6C 0A3
604 631 3175

No. S1510284
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

PRAKASH BASYAL; ARTHUR GORTIFICATON
CAJES; EDLYN TESORERO; and BISHNU KHADKA

PLAINTIFFS

AND:

MAC'S CONVENIENCE STORES INC.; OVERSEAS
IMMIGRATION SERVICES INC.; OVERSEAS CAREER
AND CONSULTING SERVICES LTD.; and TRIDENT
IMMIGRATION SERVICES LTD.

DEFENDANTS

AFFIDAVIT

FASKEN MARTINEAU DUMOULIN LLP

Barristers and Solicitors
550 Burrard Street, Suite 2900
Vancouver, BC, V6C 0A3
+1 604 631 3131

Counsel: Jake Cabott
Matter No: 238404.00038

1

This is Exhibit "A" referred to in the
affidavit of GEOFF HIGUCHI
made before me on this 19th
day of OCTOBER 20 16

A Commissioner for taking
Affidavits for British Columbia

MAC'S CONVENIENCE STORES INC.STORE INVENTORY EQUIPMENT LIST

STORE: _ DATE: _ CORPORATE NAME: _

<u>ITEM</u>	<u>IN(✓)</u>	<u>VALUE (ea.)</u>	<u>OUT(✓)</u>
Brewing Coil		Current Retail*	
POS Equipment, Keys		Current Retail*	
POS Equipment, Serial #'s		Current Retail*	
Store Stamp		Current Retail*	
Fire Extinguisher		Current Retail*	
Gas Bar Fire Extinguisher		Current Retail*	
Push Broom		Current Retail*	
Mop Pail		Current Retail*	
Mop Wringer		Current Retail*	
Mop Handle		Current Retail*	
P.E.T. Pendants (2 C Store) (4 Gas Bar)		Current Retail*	
Step Ladder		Current Retail*	
Replacement Locks/Keys, Garbage Bins		Current Retail*	
File Box		Current Retail*	
Drop Box & Keys		Current Retail*	
Grey Safe (1544 & Keys)		Current Retail*	
Coin Safe		Current Retail*	
VCR S/N		Current Retail*	
Security Monitor S/N		Current Retail*	
Camera S/N		Current Retail*	
Telzon Unit S/N		Current Retail*	
POS Equipment Manual		Current Retail*	
Food Safety & Sanitation Manual		Current Retail*	
Mac's Gas Bar Inventory Records Binder		Current Retail*	
Gas Bar Manual		Current Retail*	
MSDS Binder		Current Retail*	
Gas Bar Worksheet Binder		Current Retail*	
Lottery Coaching Binder		Current Retail*	
Planogram Binder		Current Retail*	
In Control Binder		Current Retail*	
Dealer System Guidelines		Current Retail*	
Mac's Communications Binder		Current Retail*	
First Aid Kit		Current Retail*	
Core-Mark Date Gun		Current Retail*	
Back Up Battery S/N		Current Retail*	
Window Squeegee		Current Retail*	
Compliance Binder		Current Retail*	

*Current Retail – at time of contract termination.

I hereby accept responsibility for the above listed equipment and agree that I have received same in good condition upon taking over the store, and that I will return said equipment on the final date of my contract termination, in a condition equal to that in which I received same, normal wear and tear excepted, or an equivalent dollar value which can be deducted from my final commission statement with my full authority and direction to do so.

Contract Date G3 G2, G4

Signatures: Area Rep _____

B8

Dealer: _____

F5

President

Termination Date: _____

Signatures: Area Rep _____

B8

Dealer: _____

F5

President

THIS PAGE MUST BE SEALED

INITIAL

CONTRACT EXECUTION

TO FACILITATE THE PROPER EXECUTION OF CONTRACTS, THE FOLLOWING STEPS MUST BE TAKEN:

A. BY THE DEALER

1. INITIAL -

Every page
Any errors made

2. SIGN AND SEAL (PRINT NAME WHERE REQUIRED)

Execution Page	Store Inventory Equipment List
Execution Page	Independent Dealer Contract
Schedule A	Store Data Sheet
Schedule C	Dealer Store Insurance Authorization
Schedule D	Backroom Losses
Schedule E	Provincial Health Insurance Plan
Schedule F	Obligations re Taxes on Sales
Schedule G	Remittance Deduction Authorization
Schedule I	Security Deposit Authorization
Schedule J	Uniform Authorization
Schedule K	Lottery Ticket Sales Addendum
Schedule L	Workers' Compensation Act
Schedule M	Tobacco Control Act
Schedule N	Automated Banking Machine
Schedule P	Certificate of Incorporation
Schedule Q	Legal Advice Acknowledgement
Schedule R	Store Operations Guidelines
Execution Page	Independent Dealer Contract Summary

B. BY THE LAWYER

Schedule B	Guarantee
Schedule O	Legal Opinion

NOTE TO LAWYER: ENSURE THE CORRECT APPLICATION OF NAMES AND SIGNATURES.

DATE THE GUARANTEE THE DATE OF VISITATION OR CONTRACT DATE.

C. BY THE GUARANTOR

Execution Page	Independent Dealer Contract
Schedule B	Guarantee

INITIAL

INDEPENDENT DEALER CONTRACT

AGREEMENT made this _____ day of _____

BETWEEN

MAC'S CONVENIENCE STORES INC. a Corporation incorporated under the laws of Ontario, having its divisional business office located at 400, 229 33 Street N.E. Calgary, Alberta, T2A 4Y6 (hereinafter referred to as "**Mac's**"),

_____, a Corporation incorporated under the laws of _____, having its Registered Office located at _____ (hereinafter referred to as the "**Dealer**")

and

_____, an individual resident of the Province of _____ (hereinafter referred to as the "**Guarantor**")

PREAMBLE:

WHEREAS:

A. Since the establishment of its business in 1962, Mac's has been developing and promoting a system (hereinafter referred to as the "**Mac's Systems**") for the merchandising of dairy products, groceries and other merchandise and services at fair retail prices, in specially designed retail outlets, commonly referred to as convenience stores, having distinctive layouts, equipment, furnishings and colour schemes and identified to the public as Mac's or Mac's Convenience Stores or by other terminology which includes the word 'Mac's';

B. The Mac's System has been widely implemented in many parts of Canada through franchisees and other independent operators, has acquired wide public recognition and acceptance, and has engendered substantial goodwill for Mac's;

C. Mac's is the owner of registered trade-marks covering, *inter alia*, the word 'Mac's' and various designs and has filed applications for registration of trade-marks covering related words and designs, all of which are used in conjunction with the Mac's System (hereinafter referred to as the "**Trade Marks**");

D. The Dealer has represented to Mac's that it is qualified to assume complete responsibility for the operation of a retail business and is desirous of having the freedom to operate, as an independent contractor using the Mac's System and the Trade Marks, a Mac's System Retail Outlet at the location as set out in the Store Data Sheet which is annexed hereto as Schedule A and forms part of this agreement (hereinafter referred to as the "**Store**") on the terms hereinafter set forth;

E. The Dealer acknowledges that substantial uniformity in the standards of cleanliness and service, layout, prices, operation and merchandise of Mac's System Retail Outlets is necessary in the business interests of Mac's and the operators of all Mac's System Retail Outlets including the Store and agrees to conform to the Mac's Systems in the operation of a Mac's System Retail Outlet at the Store.

NOW THEREFORE THIS AGREEMENT WITNESSETH that, in consideration of the premises and the mutual agreements herein contained, the parties do hereby agree as follows:

INITIAL

ARTICLE 1 DEFINITIONS

1.1 In this Agreement:

- (a) Dealer's Management Personnel: are those Employees serving in management roles for and on behalf of the Dealer.
- (b) Employee: is a person engaged or employed by the Dealer and having no relationship, contractually or otherwise, with Mac's.
- (c) Financial Period: is the 4 consecutive weeks accounting period used by Mac's and adopted by the Dealer whereby every fiscal year of the Dealer consists of 13 consecutive Financial Periods unless Mac's determines that an identified Financial Period is to consist of more or less than 4 consecutive weeks to facilitate a synchronization with Mac's fiscal year end.
- (d) Inventory Control Records: are the records to be maintained by the Dealer and by Mac's in the form prescribed in the Mac's System Guidelines supplied to the Dealer.
- (e) Mac's Approved Product Lists: are the lists outlining the Merchandise which the Dealer may sell in the store and which contain the names of the suppliers from which such Merchandise is available. The lists also set the Maximum Retail Prices to be charged by the Dealer to the public for the Merchandise therein described, said lists to be published and supplied to the Dealer from time to time by Mac's.
- (f) Mac's System Guidelines: are the procedures published by Mac's respecting all aspects of the operation of Mac's System Retail Outlets which are supplied to the Dealer and amended by Mac's from time to time.
- (g) Mac's System Retail Outlet: is any Mac's Store.
- (h) Maximum Retail Price: is the price shown for each item of Merchandise on the Mac's Approved Product Lists and is the maximum price at which the Dealer may sell such items of Merchandise to members of the public, provided that lower prices may be charged at the discretion of the Dealer and in so doing it will not suffer in any way in its business relationships with Mac's or with any other person.
- (i) Merchandise: is the inventory of stock-in-trade situated in the Store at the commencement date of this Agreement and any and all other inventory of stock-in-trade thereafter placed in the store.
- (j) Net Sales: are the gross Sales of Merchandise as recorded on cash register tapes excluding any applicable sales or value added tax, PST, HST and GST, Segregated Product Sales, Special Product Sales, refunds, voids, error corrects, returns and/or allowances as prescribed in the Mac's System Guidelines.
- (k) Operating Supplies: are the consumable operating supplies and equipment, which may include, among others, bags and other packaging materials (but only where such bags or packaging materials are not sold), cash register tapes, floor wax, mop heads, soaps and detergents) of a quality, form and kind as designated by Mac's from time to time for use in all Mac's System Retail Outlets in the geographic district in which the Store is located.

- (l) Prices: are fair retail prices to be charged by the Dealer to members of the public, same never to be in excess of the Maximum Retail Prices referred to in Mac's Approved Product Lists.
- (m) Restricted Business: means the business of marketing, trading, selling, retailing and vending of dairy products, groceries and other merchandise and services as historically offered within Mac's System Retail Outlet.
- (n) Sales: are all transactions conducted from or through the Store, and recorded on the cash register tapes, whereby for a consideration of cash, or such other form of consideration as from time to time is specifically authorized by Mac's, members of the public acquire title to Merchandise (for greater certainty and without limiting the generality of the application of the general provisions of this definitions Article 1, the acquisition of title to Merchandise by members of the public also includes the rental of products by and the supply of services to members of the Public).
- (o) Security Deposit: is the cash deposit paid by the Dealer which: (i) is held and administered solely by Mac's on a non-trust basis during the time that the Dealer operates a Mac's System Retail Outlet at the Store under this Agreement and (ii) is available to Mac's as security for the performance by the Dealer of its contractual obligations to Mac's from time to time.
- (p) Segregated Product Sales: are all sales of stamps, lottery tickets, transit tickets and passes, event tickets, gift cards, prepaid cellular cards, prepaid long distance cards, cigarettes, other tobacco products and or other specific items as specified by Mac's.
- (q) Special Product Sales: are all sales of lottery tickets or other specific items as specified by Mac's.
- (r) Staff: is the body of Employees.
- (s) Store Data Sheet: is the store data sheet annexed hereto as Schedule A.
- (t) User Fee: is the fee charged to the Dealer by Mac's for use by the Dealer of the Store premises and equipment as more particularly specified in the Store Data Sheet.

1.2 Notwithstanding the foregoing definitions and any provisions contained in this Agreement, it is understood and agreed by the parties hereto that the definitions and any references therein or in the other provisions hereof to Merchandise, Net Sales, Prices and Sales shall, to the extent that the context requires or permits including, among others, the accounting between the parties as provided for herein, apply to:

- (a) Rental products and the rental thereof, and
- (b) The supply of services of every nature and kind as may be designated by Mac's from time to time to members of the public and to goods owned by members of the public and the consideration received for such services;

and the liabilities of the Dealer to Mac's with respect to Merchandise and to fixtures and equipment in the Store provided by Mac's shall apply to: (i) the full replacement value of rental products, as well as to rentals received or receivable therefrom, (ii) the full replacement value of goods owned by members of the public which are subject to any form of bailment with or custody by the Dealer for the purpose of the performance of services with respect thereto, as well as to payments received or receivable for services performed in respect of such goods, (iii) fixtures and equipment provided by Mac's for the store under arrangements with any third party owner thereof.

1.3 Certain Interpretation Rules. Unless otherwise specified in this Agreement:

- (a) derivatives of words and phrases defined in this Agreement have corresponding meanings;
- (b) gender, singular and plural references apply with the changes necessary in the context;
- (c) “including” and “in particular” are used for illustration or emphasis only and not to limit the generality of any other words;
- (d) references to legislation include amendments, consolidations, re-enactments and replacements thereof and instruments and subordinate legislation thereunder from time to time;
- (e) references to agreements include amendments, restatements and replacements thereof from time to time; and
- (f) the headings and division of this Agreement are for convenience of reference only and shall not have interpretive or other substantive effect.

1.4 Schedules. The following Schedules are appended to and form part of this Agreement:

Schedule A	Store Data Sheet
Schedule B	Guarantee
Schedule C	Dealer Store Insurance Authorization
Schedule D	Backroom Losses
Schedule E	Provincial Health Insurance Plan
Schedule F	Obligations re Taxes on Sales
Schedule G	Remittance Deduction Authorization
Schedule H	Security Deposit Acknowledgment Form
Schedule I	Security Deposit Authorization
Schedule J	Uniform Authorization
Schedule K	Lottery Ticket Sales Addendum
Schedule L	Workers' Compensation Act
Schedule M	Tobacco Control Act
Schedule N	Automated Banking Machine
Schedule O	Legal Opinion
Schedule P	Certificate of Incorporation
Schedule Q	Legal Advice Acknowledgement
Schedule R	Store Operations Guidelines
Schedule S	First Extension Agreement
Schedule T	Second Extension Agreement

Mac's, the Dealer and the Guarantor acknowledge and agree that all Schedules hereto are incorporated herein fully as though contained in the body hereof. In particular, the Dealer hereby acknowledges and agrees that it is and shall continue to be bound by all covenants, provisions, conditions, terms, requirements and obligations set out in the Mac's System Guidelines. Whenever any provision of any Schedule conflicts with any provision hereof, the provisions hereof shall prevail and govern.

1.5 Waiver and Amendment. This Agreement may only be amended by further written agreement executed and delivered by all parties. No waiver shall be effective unless evidenced in writing.

INITIAL

ARTICLE 2 GRANT AND ACCEPTANCE

- 2.1 Mac's hereby grants to the Dealer the right and licence, exercisable only during the continuance of this Agreement and, subject to the provisions hereinafter set forth, to operate, as an independent contractor, a Mac's System Retail Outlet at the Store, and to use, on a non-exclusive basis, the Mac's System and the Trade Marks in conjunction with its operations hereunder. The Dealer hereby accepts such grant and, as an independent contractor, agrees to operate a Mac's System Retail Outlet at the Store in an efficient, diligent, competent, ethical, courteous, honest, co-operative and professional manner in accordance with this Agreement and such reasonable general directions as Mac's may from time to time specify. The Dealer agrees, subject to applicable legislation, to keep the Store open for business during the 52 weeks of each calendar year and for the number of hours and with opening and closing hours of each day, as specified in the Store Data Sheet, unless otherwise mutually agreed by the parties hereto.

ARTICLE 3 INDEPENDENCE OF THE DEALER

- 3.1 The relationship of the Dealer to Mac's is in all respects independent. the Dealer shall:
- (a) be solely responsible for its employees, its suppliers and its contractors; and
 - (b) subject to the terms of this Agreement, have control, superintendence and direction over the Store.

Nothing in this Agreement shall have the effect of constituting an employment, partnership, joint venture or similar association or relationship between Mac's and the Dealer. The Dealer has no authority to make agreements or other commitments on Mac's behalf or otherwise bind Mac's to third parties, and the Dealer shall not hold itself out as having any such authority.

ARTICLE 4 STATUTORY PAYMENTS, INDEMNITY AND DEALER AND GUARANTOR REPRESENTATIONS AND WARRANTIES

- 4.1 Statutory Payments. The Dealer shall be solely responsible for and shall remit and pay all income tax, Canada pension plan payments, employment insurance premiums, worker's compensation payments and other payments required by law in respect of the Store, including without limitation interest thereon and penalties in respect thereof. Notwithstanding the Dealer's obligations to generally indemnify and hold harmless the Dealer, as set out in this Agreement, the Dealer and Guarantor agree to and shall at all times hereafter indemnify Mac's from and against all such income tax, Canada pension payments, employment insurance premiums, worker's compensation payments and other payments, including without limitation interest thereon and penalties in respect thereof. Dealer shall provide a fully executed Business Consent Form in favour of Mac's authorizing the federal taxation authority to disclose information in respect of all accounts and all years for the Dealer at the time of execution and delivery of this Independent Dealer Contract and at any time thereafter upon demand.
- 4.2 Representations and Warranties. The Dealer and Guarantor, jointly and severally, hereby represent and warrant to Mac's that:
- (a) Organization. The Dealer:
 - (i) has been duly established and is a validly existing corporation;

INITIAL

- (ii) is duly empowered to carry on business in each jurisdiction in which the nature of any material business carried on by it or the character of any property owned or leased by it makes such empowerment necessary;
 - (iii) has full power and capacity to enter into and perform its obligations hereunder; and
 - (iv) has full power and capacity to carry on its business as currently conducted by it.
- (b) Authorization and Status of Agreements. Each document delivered pursuant hereto has been duly authorized, executed and delivered by the Dealer, as applicable, and does not conflict with or contravene or constitute a default or create an encumbrance under:
 - (i) its constating documents, by-laws or other organizational documents;
 - (ii) any material licenses, orders, approvals or permits from any administrative body, or any material contract to which it is a party or by which its property is bound;
 - (iii) any other agreement or document to which it is a party or by which any of its property is bound; or
 - (iv) any applicable law.
- (c) Enforceability. This Agreement constitutes valid and binding obligations and is enforceable against the Dealer and Guarantor, as the case may be, in accordance with the terms hereof.
- (d) Litigation. There are no actions, suits or proceedings at law or before or by any person or administrative body existing, pending or threatened against the Dealer.
- (e) Information. All information heretofore or contemporaneously furnished by or on behalf of the Dealer or Guarantor to Mac's in connection with or in preparation of this Agreement is true and accurate in all material respects and the Dealer and Guarantor are not aware of any omission of any material fact which renders such information incomplete or misleading in any material respect.
- (f) No Breach of Orders, Licences or Applicable Laws. The Dealer is not in breach of:
 - (i) any order, approval, regulation or mandatory requirement or directive of any administrative body;
 - (ii) any governmental licence or permit; or
 - (iii) any applicable law.
- (g) Approvals. All material approvals, permits and licenses necessary for the Dealer to carry on its business have been obtained and are in good standing.
- (h) Operation of Properties. The facilities, premises and equipment used by the Dealer have been and will continue to be operated and maintained, as the case may be, in a good and workmanlike manner in accordance with sound industry practice and in accordance with all regulations and applicable law.
- (i) Payment of Taxes. The Dealer has filed all tax returns which are required to be filed and have paid all taxes (including interest and penalties) which are due and payable and all of the remittances

required to be made by the Dealer have been made, are currently up to date and there are no outstanding arrears in respect thereof.

Acknowledgement and Survival. The Dealer acknowledges that Mac's is relying upon the foregoing representations and warranties. The representations and warranties shall survive until this Agreement has been terminated.

ARTICLE 5 AFFIRMATIVE COVENANTS

5.1 The Dealer and Guarantor, jointly and severally, covenant with Mac's that:

- (a) Punctual Performance. The Dealer shall perform or cause to be performed all obligations under this Agreement punctually when due.
- (b) Existence. The Dealer shall do, or will cause to be done, all things necessary to preserve and keep in full force and effect the Dealer's existence in good standing as a corporation.
- (c) Notice of Event. The Dealer shall notify Mac's of the occurrence of any event that could have an adverse effect upon Mac's forthwith upon becoming aware thereof and specify in such notice the nature of the event and the steps taken or proposed to be taken to remedy the same.
- (d) Notice of Legal Proceedings. The Dealer shall, within 5 business days of becoming aware thereof, notify Mac's of the commencement of any legal or administrative proceedings against the Dealer.
- (e) Financial Statements. The Dealer shall, furnish to Mac's a copy of the Dealer's financial statements together with any other such information or material as required and as otherwise requested by Mac's.
- (f) Operation of Properties. The Dealer shall maintain and operate property and equipment used in connection with the Store or use reasonable efforts to ensure that such property and equipment is maintained and operated in accordance with sound industry practice and in accordance in all respects with regulations and applicable law.
- (g) Performance of Agreements. The Dealer shall perform its obligations under all agreements relating to its operations including payment of rentals, royalties, taxes or other charges in respect thereof which are necessary to maintain all such agreements in good standing.
- (h) Insurance. The Dealer shall maintain insurance with reputable insurance companies in such amounts and covering such risks as usually carried by prudent owners engaged in similar businesses and operating similar properties as the Dealer or as required by Mac's from time to time, and will designate Mac's as a first loss payee (pursuant to standard mortgage clause) and provide Mac's with certificates or other evidence satisfactory to Mac's, acting reasonably, of compliance with the foregoing.
- (i) Payment of Taxes. The Dealer shall duly file on a timely basis all tax returns, and duly and punctually pay all taxes and other governmental charges levied or assessed, and make all source deductions, withholdings and other remittances.
- (j) Inspection of Property; Books and Records; Discussions. The Dealer shall maintain books and records of account in accordance with appropriate accounting standards and all applicable law; and permit representatives of Mac's from time to time, to visit and inspect any property of the Dealer

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and to examine and make abstracts from any of the books and records of the Dealer at any reasonable time during normal business hours and upon reasonable request and notice, to discuss its business, property, condition (financial or otherwise) and prospects of the Dealer with its senior officers and with its independent chartered accountants.

- (k) Comply with Law and Maintain Permits. The Dealer shall comply with applicable laws and obtain and maintain all permits, licenses, consents and approvals necessary to the ownership of its property and the conduct of its business in each jurisdiction where it carries on business or owns property, including, but not limited to, all business, food service and tobacco licenses.
- (l) Regulatory Filings. The Dealer shall make or cause to be made all regulatory and other filings which are necessary for the carrying on of the Dealer's business.
- (m) Other Information. The Dealer shall provide to Mac's such other documentation and information concerning the Dealer as Mac's may reasonably request.
- (n) New Locations. The Dealer shall notify Mac's at least 15 days prior to (i) changing its name, (ii) changing the location of its chief executive office, principal place of business or the location of its records, provided that each new location must be within Canada, or (iii) any other material change.
- (o) Employees. The Dealer shall provide, at its own expense, a Staff of its own Employees, including competent Dealer's Management Personnel, adequate to serve the public each day for 7 days a week, and determine and establish the terms and conditions of employment of Employees including policies in relation to the hiring, disciplining, supervising, retiring and terminating of Employees, hours of work and wages, and generally exercise exclusive control and supervision over the Employees as well as the payment of all wages, statutory allowances and benefits and other entitlements arising pursuant to statutory law or otherwise and required to be paid by an employer to its employees.
- (p) Merchandise. The Dealer shall not remove the Merchandise from the Store and shall make all Sales of Merchandise from or through the Store, which Merchandise has or shall be placed into the Store on a consignment basis, pursuant to the more particular terms of this Agreement.
- (q) Treatment and Handling of Proceeds of Sales. The Dealer shall hold the proceeds of all Sales in trust, ensure that same shall be kept separate from the monies of the Dealer, and deposit same in a bank account designated by Mac's at least once daily unless otherwise required by the Mac's System Guidelines. The monies deposited in such bank account shall be subject to an accounting between the parties as provided in this Agreement.
- (r) Credit and Debit Card. The Dealer shall accept payment for Sales by either cash or credit card or debit card of such issuers (e.g. Visa, MasterCard, Chartered Canadian bank, etc.) of such credit card or debit card as are authorized from time to time by Mac's and shall comply with the procedures, terms and conditions pertaining thereto as issued from time to time by either Mac's or the issuers of the credit card or the debit card, as the case may be. Sales made by means of credit cards and debit cards in accordance with the foregoing requirements shall be deemed cash sales for all purposes.
- (s) Records. The Dealer shall keep, in accordance with the Mac's System Guidelines, accurate and detailed records of all Merchandise received and of all Merchandise sold and the selling price thereof.

- (t) Reporting. The Dealer shall furnish to Mac's, on a constant and continuing basis, full particulars necessary for Mac's to maintain an accurate accounting of the Dealer's business conducted from the Store, and reports and records covering receipts, Sales, bank deposits, inventory and cash on hand in accordance with the Mac's System Guidelines.
- (u) Inspection. The Dealer shall permit Mac's representatives, from time to time at Mac's expense, to inspect the Store, the inventory of Merchandise, the fixtures and equipment, and the books and records of the Dealer's business conducted from the Store.
- (v) Payment of User Fee. The Dealer shall pay to Mac's each Financial Period, the User Fee in an amount determined as specified in the Store Data Sheet.
- (w) Inventory. The Dealer shall maintain an inventory of Merchandise in the Store which is sufficient to meet the reasonable needs and desires of the customers of the Store.
- (x) Inventory Count. The Dealer shall permit Mac's representatives, agents or contractors, from time to time at Mac's expense and upon verbal advice to an authorized representative of the Dealer, to take a physical inventory of the Merchandise in the Store, it being understood and agreed that the Dealer's representative, including any member of the Dealer's staff, has the right but not the obligation to be present at any such physical inventory taking.
- (y) Promotion. The Dealer shall actively participate in and cooperate with the advertising and sales promotion campaigns instituted or approved by Mac's.
- (z) Permits. The Dealer shall obtain any licences or permits required for the operation of the Dealer's business conducted from the Store and comply with all statutes, bylaws and regulations applicable to the holder of any such licences or permits.
- (aa) Equipment and Facilities. The Dealer shall provide or make available by lease, as applicable, the following equipment and facilities for the Dealer's business conducted from the Store:
- (i) a cash float of a sufficient amount for the efficient operation by the Dealer of its business conducted from the Store;
 - (ii) point-of-sale equipment with non-erasable grand totals (cash registers, counter-top computer and ancillary equipment) as required and of a type approved by Mac's for use within the Mac's System (e.g. sales slip, sales tax and customer count totals);
 - (iii) a calculator suitable to operate within the Mac's System;
 - (iv) floor mats, as required;
 - (v) pricing gun(s) for printing and affixing price stickers to product for re-sale of a type approved by Mac's for use within the Mac's system; and
 - (vi) Operating Supplies as required to permit operation of the Store in conformance with Mac's System Guidelines.
- (bb) Mac's Equipment. The Dealer shall exercise proper care in the use of any fixtures and equipment in the Store provided by Mac's, maintain in full force and effect insurance coverage thereon and return the same to Mac's upon termination of this Agreement.

- (cc) Laws. The Dealer shall comply with all applicable federal, provincial and local laws and provide Mac's with such assurances of compliance as Mac's may reasonably require from time to time.
- (dd) Dealer Present. The Dealer shall conduct operations with due diligence, in a competent, ethical, courteous, honest, co-operative and professional manner and shall be daily present at the Store excepting ordinary time away for not more than 8 weeks in any given year.

ARTICLE 6 NEGATIVE COVENANTS

6.1 The Dealer and Guarantor, jointly and severally, covenant with Mac's that:

- (a) Mergers, Amalgamation and Consolidations. The Dealer shall not merge, amalgamate or consolidate with, or acquire by way of a take-over bid, another corporate or other entity or otherwise enter into, authorize or permit any transaction, the result of which would be to cause a change of control of the Dealer to occur.
- (b) Change of Residence. The Dealer shall not change its place of residence to any jurisdiction not authorized by Mac's without written advance notice.
- (c) Change in Business, Name, Location or Fiscal Year. The Dealer shall not:
 - (i) on a consolidated basis, change in any material respect the nature of its business or operations, or
 - (ii) change its fiscal year.
- (d) No Sublicense. The Dealer shall not sublicense any part of the Mac's System and the Trade Marks licensed to it hereunder.
- (e) Adoption of Trade-Marks. The Dealer shall not adopt the Trade Marks or any trade-mark confusingly similar to the Trade Marks as part of the Dealer's corporate name or as its trading style or in any other way, other than using the licensed trade-marks in accordance with this Agreement.
- (f) Advertising. The Dealer shall not adopt any advertising copy or sales promotion plans which may be contrary to Mac's System Guidelines.
- (g) Price. The Dealer shall not make any Sales at prices that exceed those published in the then current Mac's Approved Product Lists.
- (h) Merchandise. The Dealer shall not sell any Merchandise unless it is in the Store at the date hereof, which is the commencement date of this Agreement, or which may hereafter be supplied by Mac's or its authorized suppliers pursuant to orders placed by the Dealer from Mac's Approved Product Lists.
- (i) Inventory. The Dealer shall not maintain an inventory of Merchandise in the Store which will, without the prior written consent of the Mac's, have maximum total values, calculated on the basis of the Maximum Retail Price of such Merchandise, that exceed the amounts as specified in the Store Data Sheet.
- (j) Conduct. The Dealer shall not at any time cause or permit any significant and material dishonesty, fraudulent conduct, or other serious action that could cause injury, damage or harm to the reputation or financial condition of Mac's

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ARTICLE 7 COVENANTS OF MAC'S

7.1 Mac's agrees:

- (a) Maintenance. To maintain the Store premises in a good state of repair and to supply and maintain such fixtures and equipment for the Store, except those provided by the Dealer pursuant to the terms of this Agreement, as Mac's considers necessary for the operation of a Mac's System Retail Outlet. Notwithstanding the foregoing:
 - (i) The Dealer shall be liable for any damage to fixtures or equipment in the Store caused by the Dealer, its Employees, agents, invitees or others acting under its authority.
 - (ii) Mac's shall be under no liability whatsoever for loss or damage incurred by the Dealer at any time with respect to the failure or other improper functioning of fixtures or equipment in the Store unless Mac's refuses or neglects to effect repairs for which it is responsible hereunder within a reasonable time after being notified by the Dealer that repairs are required. In no event shall Mac's be liable for damages in excess of the value of any Merchandise or Store Operating Supplies lost or damaged as a result of Mac's default in maintaining fixtures or equipment in the Store in a good state of repair.
- (b) Merchandise. To provide, or cause to be provided by such suppliers authorized by Mac's, Merchandise for sale by the Dealer pursuant to the terms of this Agreement, provided that Mac's shall not be liable to the Dealer for any delays in Merchandise deliveries to the Store.
- (c) Credit and Debit Card Sales. Mac's shall credit the Dealer with the amount of all credit card invoices applicable to Sales made by the Dealer for which proper credit card invoices are delivered to Mac's and accepted by the issuer of the credit card for payment to Mac's. Mac's shall assume the cost of all service charges levied by the issuer of the credit card with respect to all accepted credit card sales and Mac's shall assume the cost of all service charges levied by the issuer of the electronic debit card reading equipment authorized by Mac's to be operated in the Store with respect to all accepted debit card transactions.
- (d) Supplies. To arrange for Operating Supplies to be available to the Dealer from Mac's or from Mac's authorized suppliers, provided that Mac's shall not be liable to the Dealer for any delays in Operating Supplies deliveries to the Store.

ARTICLE 8 MERCHANDISE CONSIGNMENT

8.1 From time to time, Mac's shall consign to the Dealer such Merchandise as may be required by the Dealer and all such delivery, treatment and handling of Merchandise by Mac's to the Dealer shall be subject to this Agreement and subject to the following terms and conditions:

- (a) Consignment. All Merchandise delivered to the Dealer shall be received and held in trust in the custody of the Dealer on consignment as the bailee for Mac's in accordance with the terms and conditions of this Agreement.
- (b) Title. Until purchased in accordance with this Agreement, the title to and all property in any Merchandise delivered to the Dealer shall remain vested in Mac's.

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- (c) Delivery. Delivery of the Merchandise shall be made by Mac's at the Store or such other place that may be agreed between the parties from time to time.
- (d) Risk. The risk of any theft, loss, shrinkage, damage or destruction of the Merchandise while it is in the custody of the Dealer shall be on the Dealer, who shall immediately indemnify and shall save Mac's harmless from any loss or damage arising therefrom, which loss or damage shall include costs incurred by Mac's in the management and enforcement thereof.
- (e) Storage and Care. The Dealer shall exercise the same degree in storing and caring for the Merchandise as a reasonable and prudent person would exercise in storing and caring for his own goods, and in respect thereto, the Dealer shall provide proper storage for all Merchandise that is in its custody, which facilities shall meet or exceed any storage requirements or standards specified by Mac's from time to time, in its discretion. All Merchandise in the custody of the Dealer shall be stored so as to keep it identifiable at all times.
- (f) Return of Merchandise. Upon request by Mac's, the Dealer shall return any of the Merchandise for the time being in the custody of the Dealer. At any time, Mac's may enter into any place where the Merchandise is stored and may take possession of and remove all or any of the Merchandise, and for that purpose Mac's may, if necessary, break any lock.
- (g) Specific Covenants Regarding Merchandise. Without in any way limiting the generality and scope of those other covenants set out in this Agreement, the Dealer covenants that, as long as this Agreement is outstanding, it shall:
 - (i) hold and care for the Merchandise in accordance with this Agreement and any specific instructions given by Mac's from time to time, but all such instructions shall be consistent with this Agreement;
 - (ii) remit punctually to Mac's all amounts owing by the Dealer with respect to any Merchandise;
 - (iii) observe all laws and conform to all valid requirements of any governmental authority with respect to all or any part of the storage, use, sale or any other matter concerning the Merchandise;
 - (iv) store and purchase the Merchandise only in accordance with the policies and procedures published by Mac's from time to time, but all such policies and procedures shall be consistent with this Agreement;
 - (v) defend the Merchandise against the claims and demands of all other parties claiming to have an interest therein;
 - (vi) not assert against Mac's or any person claiming under Mac's any claim to or right of ownership or lien in or upon the Merchandise, or create or purport to create or allow the creation of any mortgage, charge, lien, security interest or other encumbrance upon the Merchandise or any part thereof in favour of any other person;
 - (vii) from time to time upon request by Mac's do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all and every such further acts, deeds, mortgages, transfers and assurances in law as Mac's shall require;

- (A) to perfect and protect the rights of Mac's in or on all or part of the Merchandise; or
- (B) to carry into effect the intentions of the parties as set out in this Agreement;
- (viii) permit Mac's, by its officers or agents, to enter the premises of the Dealer and to inspect the Merchandise that is at any particular time in its custody and manner of its storage;
- (ix) on default in the observance of any of the covenants and conditions contained in this Agreement, deliver up quiet possession of the Merchandise, free from encumbrances, to Mac's.

ARTICLE 9 INTELLECTUAL PROPERTY

- 9.1 The Dealer shall acquire no right to or interest in the Trade Marks, the Mac's System and all industrial and intellectual property relating thereto which does and shall continue to remain the exclusive property of Mac's, other than the right to use such pursuant to this Agreement. It is understood and agreed that the Dealer shall:
- (a) execute such documents as may reasonably be required by Mac's in order to:
 - (i) effect registration of the Dealer as a registered user of such of the Trade Marks as may be specifically authorized by Mac's,
 - (ii) effect cancellation of the Dealer's registration as a registered user of such of the Trade Marks as may be specifically authorized by Mac's upon termination of the Dealer's right to use such Trade Marks in conjunction with the operation of a Mac's System Retail Outlet.
 - (b) Pay to Mac's the amount as specified in the Store Data Sheet to be applied by Mac's in payment of the fee required to effect registration of the Dealer as a registered user of such of the Trade Marks as may be specifically authorized by Mac's. It is further agreed that any amount paid to Mac's as aforesaid which remains after payment of such fees as are required to effect the aforesaid registration shall be credited by Mac's to the Dealer's account and the Dealer shall pay to Mac's upon demand any deficiency which occurs in the amount of such registration fees.
- 9.2 And the Dealer also agrees to operate the Dealer's business conducted from the Store and to perform the services under the licensed trade-marks in accordance with the standards of quality and service prescribed by Mac's from time to time and in so doing:
- (a) Trade-Mark Treatment at Termination. Shall, at the termination of this Agreement, remove all references to the licensed trade-marks or any confusingly similar trade-marks and execute such documents as may be required to fully vest the right to the licensed trade-marks in Mac's.
 - (b) Enforceability of Trade-Marks. Acknowledges the validity and enforceability of the licensed trade-marks, both during the term of this Agreement and thereafter, and agrees not to contest such validity or enforceability.

ARTICLE 10 ACCOUNTING AND REMITTANCES

- 10.1 The Dealer shall be accountable to Mac's for the Maximum Retail Price of all Merchandise in the store at the date hereof and all Merchandise hereinafter delivered to the Store. The accounting between the parties hereto shall be conducted as follows:

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- (a) Inventory Formula. At the conclusion of each Financial Period (or within a reasonable time thereafter as authorized by Mac's), the Dealer shall fully account to Mac's for the Maximum Retail Price of all Merchandise in the Store during such Financial Period as determined according to the following formula:

Opening inventory plus all inventory supplied by Mac's or its authorized suppliers during such Financial Period less closing inventory.

Inventory will be determined by regular physical inventory counts to be taken from time to time as required by the Mac's System Guidelines. All such physical inventory counts will be taken by an independent third party, where such is available, at Mac's request and expense. Interim calculations of opening and closing inventories between the taking of physical inventory counts shall be based on Inventory Control Records in accordance with the Mac's System Guidelines. Reconciliations and adjustments if required between Mac's and the Dealer shall be made a part of the final accounting at the end of each Financial Period. The Dealer shall pay to Mac's for each Financial Period the difference between the amount which represents the Maximum Retail Price of all Merchandise in the Store during such Financial Period calculated according to the foregoing formula and the total of the amount which the Dealer pays into the bank account during such Financial Period plus such amount (if any) which represents the portion of proceeds of Sales for such Financial Period which the Dealer is authorized by Mac's to deduct and/or retain from total Sales proceeds.

- (b) Reimbursement. For each Financial Period, the Dealer shall be reimbursed by Mac's such percentage of Net Sales plus other credits for such Financial Period less total of all Dealer charges calculated as provided for in the Store Data Sheet and as otherwise provided for in this Agreement and in any written documentation relating to this Agreement and signed by the Dealer.
- (c) Remittances. Remittances shall be made on the following basis:
- (i) on the second Friday following each Financial Period end, Mac's will remit to the Dealer by first class mail or by direct deposit to the Dealer's company bank account the amount as specified in the Store Data Sheet as part payment of remittance due from the previous Financial Period.
 - (ii) on the fourth Friday following each Financial Period end, Mac's will perform a final accounting of the previous Financial Period, and will remit to the Dealer by first class mail or by direct deposit to the Dealer's company bank account, all outstanding amounts still due.
- (d) Dealer Responsible. The Dealer shall pay to Mac's on demand, any amount for which the Dealer is responsible hereunder but the Dealer shall not be responsible for the loss of any Merchandise or other loss for which Mac's makes recovery from an insurer.

ARTICLE 11 SECURITY AND HOLDBACK

11.1 As security for performance by the Dealer of its obligations hereunder:

- (a) Security Deposit. The Dealer hereby:
- (i) agrees to provide to Mac's the Security Deposit in such initial amount, if any, as is specified in the Store Data Sheet,

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- (ii) authorizes Mac's to appropriate from the Security Deposit such amount or from time to time such amounts as may be necessary to discharge the liabilities of the Dealer arising hereunder.
- (b) Treatment of Security Deposit at Termination. Mac's agrees that upon termination of this Agreement, it will apply the Security Deposit without liability for interest as a credit in favour of the Dealer. Subject to the foregoing and to the Dealer satisfying all its other financial obligations to Mac's under this Agreement, following the termination of this Agreement any amount remaining in the Security Deposit shall be paid to the Dealer within 90 days after the termination of this Agreement and upon the execution of a release by the Dealer of any claims and demands whatsoever which the Dealer then or thereafter may have against Mac's for or by reason of any cause, matter or thing whatsoever relating to this Agreement
- (c) Application of Security Deposit. If, at any time, it shall become necessary for Mac's to make an appropriation from the Security Deposit, and if the Dealer shall continue to operate its business from the Store pursuant to this Agreement, the Dealer shall forthwith by further deposit make up the amount in the Security Deposit to the amount required thereof.
- (d) Right of Offset. The Dealer hereby authorizes Mac's to offset against the liabilities of the Dealer any unpaid amounts to which the Dealer is entitled hereunder, and
- (e) Holdback. Notwithstanding anything hereinbefore or hereinafter written, the Dealer hereby agrees and irrevocably authorizes Mac's to withhold such sum of money as the Dealer may otherwise be entitled to by reason of any matter or thing referred to or arising from or out of this Agreement.
- (f) Authorization. The Dealer hereby acknowledges that Mac's does not hold the Security Deposit in trust and that Mac's shall be entitled to invest the Security Deposit as it determines in its sole and absolute discretion.

ARTICLE 12 TERMINATION

12.1 This Agreement shall terminate automatically on the first anniversary of the date hereof, PROVIDED THAT:

- (a) Inventory. Not more than 42 days prior to the first anniversary of the commencement date hereof, Mac's shall take a physical inventory of the Merchandise in the Store. If the date of taking such inventory is a date before the first anniversary of the date hereof, the date of automatic termination shall be the date of the taking of such inventory; provided, however, that if for any reason Mac's is delayed in taking such inventory until after the date of automatic termination, this Agreement shall be extended on a day-to-day basis until the date that Mac's takes such inventory whereupon this Agreement shall terminate automatically as of the date of taking such inventory.
- (b) First Extension. Upon the date of automatic termination, Mac's and the Dealer may by mutual agreement enter into a First Extension Agreement, the same being in the form, subject to agreed amendments, as is hereunto annexed and marked as Schedule S. The First Extension Agreement shall incorporate the provisions of this Agreement, *mutatis mutandis*, and each and every term of this Agreement shall apply unless specifically negated or varied by the said First Extension Agreement. The First Extension Agreement shall become operative upon execution of same by both parties to this Agreement and shall be deemed to commence retroactively upon the completion of the taking of the physical inventory as provided for above on the automatic termination date of this

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Agreement. The First Extension Agreement shall terminate automatically on the first anniversary of the commencement date thereof subject, as provided above.

- (c) Second Extension. Upon the date of automatic termination of the First Extension Agreement, entered into by the parties hereto, Mac's and the Dealer may, by mutual agreement, enter into a Second Extension Agreement, the same being in the form, subject to agreed amendments, as is hereunto annexed and marked as Schedule T. The Second Extension Agreement shall incorporate the provisions of this Agreement, mutatis mutandis, and each and every term of this Agreement shall apply unless specifically negated or varied by the said Second Extension Agreement. The Second Extension Agreement shall become operative upon execution of same by both parties to this Agreement and shall be deemed to commence retroactively upon the completion of the taking of the physical inventory as provided for in clause (a) above on the automatic termination date of the First Extension Agreement. The Second Extension Agreement shall terminate automatically on the first anniversary of the commencement date thereof subject as provided in clause (a) above, and it is specifically understood and agreed between Mac's and the Dealer that there will be no further (third) extension agreement granted with respect to this Agreement.
- (d) Other Events of Termination. Notwithstanding the foregoing, it is agreed that this Agreement shall be terminated, at the option of Mac's, upon the occurrence of any of the following events:
- (i) Incorrect Representations. If any representation or warranty made by the Dealer or Guarantor will prove to have been incorrect when so made.
 - (ii) Breach of Covenants. If any of the Dealer or Guarantor defaults in the performance or observance of any covenant, obligation or condition to be observed or performed by it pursuant to this Agreement or any other agreement now or hereafter made by such party.
 - (iii) Other Breach of Agreement. The Dealer or Guarantor otherwise commits a breach of any provision of this Agreement.
 - (iv) Insolvency. The Dealer or Guarantor makes an assignment for the benefit of its creditors generally, makes an assignment or proposal or becomes subject to a receiving order made under the *Bankruptcy and Insolvency Act* (Canada) or otherwise seeks the benefit of or becomes subject to any legislative protection available for bankrupt or insolvent debtors.
 - (v) Enforceability of Documents. If any material provision of any written agreement between Mac's and the Dealer or Mac's and the Guarantor shall at any time cease to be in full force and effect, be declared to be void or voidable or shall be repudiated, or the validity or enforceability thereof shall at any time be contested.
 - (vi) Cessation of Business. The Dealer ceases carrying on business, or a substantial part thereof, or makes a bulk sale of its property.
 - (vii) By Election. The Dealer or Mac's provides 30 days' advance notice in writing and payment of an administrative fee of \$1,000.00 to the other party hereto, which payment shall be not as a penalty and shall be allowed as a credit to such other party in the final accounting between the parties hereto following termination, provided, however, that such payment shall not operate to release either party hereto from liability hereunder arising as a consequence of the account between the parties hereto required by the provisions of this Agreement, or for other financial obligations imposed by this Agreement.

Upon termination, Mac's shall take a physical inventory of the Merchandise in the Store and the Dealer shall forthwith vacate the Store and Mac's shall have the right to take and have exclusive possession of the Store, the Merchandise, the cash and all fixtures and equipment for the Store provided by Mac's, using such force as it considers necessary, without liability to the Dealer for damages or otherwise, and Mac's will, within 90 days after the termination of this Agreement, perform a final accounting in accordance with the provisions hereof and will remit to the Dealer by first class mail or direct deposit all outstanding amounts still due by Mac's to the Dealer.

ARTICLE 13 CONFIDENTIALITY

13.1 The Dealer and Guarantor acknowledge and agree as follows:

- (a) Confidentiality. The Dealer and Guarantor acknowledge that the Mac's System and Trade Marks are proprietary to and contain trade secrets of Mac's. The Dealer and Guarantor covenant to keep confidential any information of Mac's to which they obtain access and that they shall take all reasonable precautions to protect such information or any part thereof from any use, disclosure or copying except as expressly authorized by this Agreement. The Dealer shall implement such procedures as Mac's may reasonably require from time to time to maintain the confidentiality of the Mac's System and Trade Marks. Confidential information of Mac's shall not include (i) information which is or becomes available to the public through no fault of the Dealer or Guarantor; (ii) information which is disclosed to the Dealer or Guarantor by a third party who had lawfully obtained such information and without a breach of the third party's confidentiality obligations; or (iii) information which the Dealer or Guarantor is obligated by law to disclose provided that the Dealer or Guarantor provides prompt written notice prior to the disclosure to Mac's so that Mac's may seek a protective order or other appropriate remedy. Each party acknowledges that the obligations set out in this section shall survive the termination of this Agreement.
- (b) Obligations of The Dealer. The Dealer agrees that it shall obtain written confidentiality and non-disclosure agreements, in Mac's standard form, executed by all of its employees, consultants and contractors that have any contact or knowledge of the Mac's System and Trade Marks acknowledging the proprietary nature of the Mac's System and Trade Marks. The Dealer agrees to immediately advise Mac's of any breach of which it becomes aware.
- (c) Return of Materials. Upon termination or expiry of this Agreement or upon demand, the Dealer and Guarantor shall immediately deliver to and leave with Mac's all confidential information, documents, records, manuals, files, films, photographs, letters, notes, notepads, reports and other similar documentation or information containing any information concerning the business or affairs of Mac's, whether prepared by the Dealer or Guarantor or which are in the possession of the Dealer or Guarantor or under their control.
- (d) Property. The Dealer acknowledges that the Mac's System and Trade Marks and all related information and documentation are the property of Mac's and the Dealer forever disclaims any rights thereto. The Dealer agrees not to decompile, disassemble or reverse engineer the Mac's System and Trade Marks. The Dealer agrees that other than what has been expressly licensed to the Dealer hereunder, Mac's reserves all rights to the Mac's System and Trade Marks.

ARTICLE 14 INDEMNITY

14.1 The Dealer and Guarantor acknowledge and agree as follows:

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- (a) Agreement to Indemnify. Mac's and its affiliates and each officer, director, shareholder, representative and agent of Mac's and its affiliates (collectively, the "Mac's Indemnities") shall be indemnified and held harmless, jointly and severally, by the Dealer and Guarantor in respect of any and all damages incurred by any Mac's Indemnitee as a result of any inaccuracy or misrepresentation or breach of any representation, warranty, covenant or agreement made in this Agreement by the Dealer or Guarantor.
- (b) Notice of Claim. In the event that Mac's shall become aware of any claim, proceeding or other matter (a "Claim") in respect of which the Dealer or Guarantor agreed to indemnify Mac's pursuant to this Agreement, Mac's shall, having regard to the circumstances, give timely written notice thereof, and in any event within 15 days after becoming aware of a Claim, to the Dealer and/or Guarantor. Such notice shall specify with reasonable particularity (to the extent that the information is available): (i) the factual basis for the Claim; and (ii) the amount of the Claim, if known.
- (c) Payment of Claim. Following receipt of notice from Mac's of the Claim, the Dealer and/or Guarantor shall have 60 days to pay to Mac's the full amount of the Claim.

ARTICLE 15 NON-COMPETITION

15.1 The Dealer and Guarantor acknowledge and agree as follows:

- (a) Non-Competition. During the period that commences on the date of this Agreement and ends on the date that is 2 years after the termination of this Agreement, the Dealer and Guarantor shall not directly or indirectly, and whether as proprietor, principal, agent, profit sharer, licensor, licensee, concessionaire, franchisee, consultant, contractor, director, officer, shareholder, limited or general partner, joint venturer, employee, investor, guarantor, financier, advisor, or in any other manner whatsoever, and whether alone or together with one or more other persons or through any one or more bodies corporate: (a) conduct, carry on, be engaged in or associated with; or (b) assist any person to conduct, carry on, be engaged in or associated with, any Restricted Business, or any aspect thereof, conducted or carried on, in whole or in part, from one or more locations, within a 3000 kilometre radius of any Mac's System Retail Outlet location (the "Non-Competition Undertaking").
- (b) Injunctive Remedy. The Dealer and Guarantor acknowledge that damages may be an inadequate remedy for the breach of the Non-Competition Undertaking, and accordingly the Dealer agrees that the Non-Competition Undertaking may be enforced by specific performance, injunction or other equitable remedy, without the need to prove irreparable harm.

ARTICLE 16 INSURANCE

- 16.1 Mac's shall make available to the Dealer and the Dealer agrees to purchase and maintain in full force and effect during the term hereof, those insurance coverages provided through the Mac's System Retail Outlet insurance plan, provided that the Dealer reserves the option to purchase the same insurance coverage elsewhere if it can reasonably satisfy Mac's that the form and coverage equals or betters that offered under Mac's plan. It is agreed, in any event, that Mac's is to be named as the co-insured, and that the Dealer shall notify Mac's immediately of all claims asserted against the Dealer.

INITIAL

ARTICLE 17 OTHER SERVICES

- 17.1 The Dealer shall have the option of availing itself of such administrative and other services as Mac's makes available from time to time to operators of Mac's System Retail Outlets in the Province of G5. If the Dealer chooses to avail itself of such services, it shall be liable to pay for them at the rates prevailing from time to time, but may, at any time, discontinue such services and be relieved from any further obligation to pay for same.

ARTICLE 18 NON-WAIVER

- 18.1 The failure of Mac's at any time to require performance by the Dealer of any provision hereof shall in no way affect the right of Mac's thereafter to enforce such provision. Nor shall the waiver by Mac's of a breach of any covenant, term, condition or proviso hereof, be taken or held to be a waiver of any further breach of the same or any other covenant, term, condition or proviso.

ARTICLE 19 SEVERABILITY

- 19.1 All of the paragraphs of this Agreement are severable, and in the event that any paragraph or portion of this Agreement is held void or unenforceable, the validity or legality of the remainder of this Agreement shall not be affected and shall remain binding on the parties hereto.

ARTICLE 20 NOTICES

- 20.1 Any notice to be given under this Agreement by Mac's to the Dealer shall be in writing and may be delivered personally to any officer or director of the Dealer or to the Dealer's Management Personnel, and shall be duly given and received at the time and date such delivery is made, or may be mailed by prepaid registered post addressed to the Dealer at the Store. Any notice to be given by the Dealer to Mac's hereunder shall be in writing and shall be mailed by prepaid registered post addressed to Mac's at the address specified in the Store Data Sheet. Each party may change its address for notice by giving notice in the manner aforesaid to the other party of the new address.
- 20.2 Any notice mailed as aforesaid, shall be deemed to be duly given and received on the third business day next following the date of mailing, provided that no Saturday, Sunday or statutory or civic holiday shall be deemed to be a business day for the purpose of this paragraph.
- 20.3 Any remittance or monies accruing due to the Dealer from Mac's under this Agreement excepting only the final remittance and Statement of Account shall be delivered by Mac's to the Dealer by mailing same by prepaid first class mail addressed to the Dealer at the Store or by electronic funds transfer, at Mac's discretion. Final remittance and Statement of Account shall be held by Mac's for retrieval by the Dealer at Mac's offices or at such other address provided to the Dealer by Mac's.

ARTICLE 21 ENTIRE AGREEMENT

- 21.1 This Agreement, including the preamble hereof, constitutes and expresses the whole agreement of the parties hereto with reference to the matters herein contained and provided for an all matters heretofore discussed or

INITIAL

mentioned and, except as specified herein, no promises, warranties, representations, understanding or agreements relative to the subject matters of this Agreement exist, either oral or in writing.

ARTICLE 22
ENUREMENT

- 22.1 This Agreement may not be assigned by the Dealer (the direct or indirect sale or transfer of shares in the capital stock of the Dealer, except transmission of shares on the death of a shareholder of the Dealer to his personal representative, shall be deemed an assignment of this Agreement) without the prior written consent of Mac's, but shall enure to the benefit of and be binding upon the Dealer and its successors and approved assigns. This Agreement shall enure to the benefit of and be binding upon Mac's and its successors and assigns.

[remainder or page intentionally blank]

IN WITNESS WHEREOF Mac's Convenience Stores Inc. has caused this Agreement to be executed under the signature of its proper officer duly authorized in that behalf this _____ day of _____, _____.

MAC'S CONVENIENCE STORES INC.

Per: _____
(Tim Carder) Director of Operations ABS

AND IN WITNESS WHEREOF

Dealer

has caused this Agreement to be executed under the signature of its proper officer duly authorized in that behalf this _____ day of _____, _____.

Print: _____
President

THIS PAGE MUST BE SEALED

SIGNED, SEALED AND DELIVERED)
in the presence of:)
)
)
_____)

(Signature of Guarantor) OR Co-Signer if needed

This is Exhibit "B" referred to in the
affidavit of GEOFF HIGUCHI
made before me on this 10th
day of OCTOBER 2016

A Commissioner for taking
Affidavits for British Columbia



How to Hire a Temporary Foreign Worker (TFW) A Guidebook for Employers

- Important Information
- Introduction
- Points of Contact
- Things to Know Before Starting the Process
- Hiring Temporary Foreign Workers in Just 4 Steps

Important Information

This is not a legal document. For legal information, consult the *Immigration and Refugee Protection Act* and Regulations.

For contact information and details on how to hire a temporary foreign worker in the province of Quebec (<http://www.immigration-quebec.gouv.qc.ca/en/immigrate-settle/temporary-workers/index.html>).

Employers who would like a permanent solution to their long-term skill-shortage needs can consult their provincial or territorial governments ([../immigrate/provincial/index.asp](http://www.immigration-quebec.gouv.qc.ca/en/immigrate/provincial/index.asp)) for information on programs designed to facilitate the entry of foreign workers as permanent residents, or refer to CIC (Citizenship and Immigration Canada)'s website concerning the Skilled Worker Class ([../immigrate/skilled/index.asp](http://www.immigration-quebec.gouv.qc.ca/en/immigrate/skilled/index.asp)).

Introduction

The federal government's Temporary Foreign Worker Program allows eligible foreign workers to work in Canada for an authorized period of time if employers can demonstrate that they are unable to find suitable Canadians/permanent residents to fill the jobs and that the entry of these workers will not have a negative impact on the Canadian labour market. Employers from all types of businesses can recruit foreign workers with a wide range of skills to meet temporary labour shortages.

Three departments: Citizenship and Immigration Canada (CIC), Service Canada (the service delivery arm of Human Resources and Skills Development Canada) and the Canada Border Services Agency – work together to manage and deliver the Temporary Foreign Worker Program.

Points of Contact

Service Canada Centres

Service Canada processes applications from employers for LMO (Labour Market Opinion)s and ensures that all necessary requirements are met. An LMO (Labour Market Opinion) is an opinion provided by Service Canada to CIC (Citizenship and Immigration Canada) which assesses the likely impact that hiring the requested foreign worker(s) may have on the Canadian labour market. Service Canada Centres (http://www.esdc.gc.ca/eng/jobs/foreign_workers/scc.shtml) process foreign worker requests (LMO (Labour Market Opinion) applications) in each province.

Temporary Foreign Worker Units

The Temporary Foreign Worker Units (</english/work/employers/apply-who.asp#IMWU>) in Montreal and Toronto, offer guidance to employers seeking to employ foreign workers who may be exempted from obtaining a Work Permit or from the Labour Market Opinion (LMO) process by providing an opinion to facilitate the entry of workers into Canada.

Citizenship and Immigration Canada

CIC and its visa offices (<http://www.cic.gc.ca/english/information/offices/apply-where.asp>) at Canadian embassies, high commissions and consulates outside Canada process applications for work permits to determine who may be eligible to work in Canada. In most cases, CIC (Citizenship and Immigration Canada) is the first point of contact for many foreign workers who want to work in Canada, although under certain circumstances, they may apply for a work permit at a port of entry.

Canada Border Services Agency

Border Services officers screen foreign workers at Canadian border crossings and airports to ensure that they meet admissibility requirements before issuing work permits and allowing their entry into Canada. A Border Services officer has the final say on who may enter Canada. Officers can deny entry to a foreign worker if they believe the foreign worker does not meet the requirements of the *Immigration and Refugee Protection Act*.

Things to Know Before Starting the Process

- To hire a foreign worker, you generally must obtain a positive LMO (Labour Market Opinion) (also known as an employment confirmation) from Service Canada, unless the work category is exempt from the LMO (Labour Market Opinion) process. To determine if you are exempt from the LMO (Labour Market Opinion) process, contact Citizenship and Immigration Canada (see Step # (number)1 of "Hiring Foreign Workers in Just 4 Steps").
- If an LMO (Labour Market Opinion) is required, you must obtain the employment confirmation before your prospective foreign worker(s) apply for a work permit.
- When applying for an LMO (Labour Market Opinion), you will have to demonstrate
 1. the efforts made to recruit and/or train willing and available Canadians/permanent residents;
 2. that the wages you are offering are consistent with the prevailing wage rate paid to Canadians in the same occupation in the region;

3. that the working conditions for the occupation meet the current provincial labour market standards; and
 4. any potential benefits that the hiring of the foreign worker may have on the Canadian labour market (e.g. (for example), creation of new jobs, transfer of skills and knowledge, etc. (et cetera)).
- In most cases, foreign workers must apply for a work permit at a Canadian visa office abroad.
 - Depending on their country of citizenship, foreign workers may require a temporary resident visa (TRV) to enter Canada.
 - Depending on the type of work they will undertake in Canada and where they have resided in the last year, foreign workers may also require a medical examination before entering Canada.
 - Foreign workers may be refused a work permit and entry into Canada by a Border Services officer (regardless of whether employment confirmation has been obtained) if they are found inadmissible for a number of reasons, including criminal, security or medical grounds.

Hiring Temporary Foreign Workers in Just 4 Steps

In the majority of cases, there are four steps involved in hiring a temporary foreign worker from outside Canada. The need to complete each step will depend on the specifics of the job offer and the foreign worker's country of citizenship and last permanent residence.

Employers and foreign workers must ensure that they provide accurate and complete information or the application process may be delayed.

The four steps are:

1. Determine if you require an LMO (Labour Market Opinion)
2. Apply for an LMO (Labour Market Opinion) from Service Canada (if required)
3. Advise the foreign worker(s) to complete the work permit application, which is then processed by CIC (Citizenship and Immigration Canada) (if applicable)
4. A Border Services Officer at a port of entry issues the work permit

Step 1: Determine if you require an LMO (Labour Market Opinion)

As previously noted, some categories of work (.../work/apply-who-permit.asp) do not require LMO (Labour Market Opinion)s pursuant to international agreements, such as the North American Free Trade Agreement or the General Agreement on Trade in Services, and government policy.

If You Believe the Job Offer is Exempt From an LMO (Labour Market Opinion)

You may want to seek verification of the LMO (Labour Market Opinion) exemption from CIC (Citizenship and Immigration Canada). You may choose to e-mail or fax "opinion requests" directly to their CIC (Citizenship and Immigration Canada) Temporary Foreign Worker Unit (/english/work/employers/apply-who.asp#IMWU) located in Montreal or Toronto.

In order to provide a timely and accurate response to your inquiry, immigration officers at the CIC (Citizenship and Immigration Canada) Temporary Foreign Worker Units will require the information shown below.

If an officer does not agree that an LMO (Labour Market Opinion) exemption applies, you will be directed to complete an Application for a Labour Market Opinion and send it to the Service Canada Centre (http://www.hrsdc.gc.ca/eng/jobs/foreign_workers/scc.shtml) serving your area of business.

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LMO (Labour Market Opinion) Exemptions

Information Required by an Immigration Officer

Details of the job offer including

- Copy of job offer/employment contract
- Description of the duties, wages and working conditions
- A statement of essential qualifications
- Registrations or licences that the applicant may need
- Language requirements, if applicable
- Start and end dates of the position

Employment details

- Name and address of employer
- Company site where foreign worker will be employed
- Location of any parent, branch, subsidiary or affiliate company
- Confirmation that there is no ongoing labour dispute at the site where this worker will be employed

Employee's details

- Name
- Date of birth
- Citizenship
- Address in country of residence
- Work experience
- Educational qualifications
- Professional or trade licences

The airport or border crossing at which this employee will enter Canada

An explanation as to why the job offer should be exempt from the LMO (Labour Market Opinion) process

Step 2: Apply for an LMO (Labour Market Opinion)

Service Canada provides an LMO (Labour Market Opinion) to the employer and CIC (Citizenship and Immigration Canada). The LMO (Labour Market Opinion) is an assessment of the likely impact that the hiring of the foreign worker may have on the Canadian labour market.

Categories of Occupations Generally Requiring LMO (Labour Market Opinion)s

High-Skilled Occupations: Requests to hire skilled foreign workers (i.e. (that is), in high-skilled occupations) usually require an LMO (Labour Market Opinion), but as previously noted, some categories of work do not require an LMO (Labour Market Opinion) (please see Step # (number)1).

Lower-Skilled Occupations: Requests to hire foreign workers in occupations that usually require at most a high school diploma or job-specific training will likely require an LMO (Labour Market Opinion).

Seasonal Agricultural Workers: Requests to hire seasonal agricultural workers from any foreign country will require an LMO (Labour Market Opinion).

Live-in Caregivers: Requests to hire live-in caregivers (i.e. (that is), under the Live-in Caregiver Program) will require an LMO (Labour Market Opinion).

If the Job Offer Requires an LMO (Labour Market Opinion)

You will be required to complete an Application for a Labour Market Opinion (http://www.hrsdc.gc.ca/eng/jobs/foreign_workers/index.shtml) and submit it to the appropriate Service Canada Centre serving your region.

Service Canada considers the following factors in an LMO (Labour Market Opinion) application:

- The occupation in which the foreign worker will be employed
- The wages and working conditions offered to the foreign worker
- The employer's advertisement and recruitment efforts to hire Canadians/permanent residents
- The associated labour market benefits that may occur from hiring the foreign worker (e.g. (for example), transfer of new skills/knowledge, creation/retention of jobs, etc. (et cetera))
- Consultations with organized labour if the position the foreign worker will fill is part of a bargaining unit
- Determination if the entry of the foreign worker is likely to affect the settlement of an ongoing labour dispute

Please note that for certain occupations you (the employer) may also be required to submit an employment contract (http://www.hrsdc.gc.ca/eng/jobs/foreign_workers/index.shtml) which will be considered as part of the LMO (Labour Market Opinion) assessment (http://www.hrsdc.gc.ca/eng/jobs/foreign_workers/index.shtml).

If the LMO (Labour Market Opinion) is Positive

Service Canada will issue an employment confirmation and you will receive a response in writing which you should forward to the foreign worker along with a copy of a signed job offer and employment contract (if applicable).

The foreign worker can then proceed to apply for a work permit either at a visa office abroad a port of entry, or from within Canada if legally permitted to do so.

Note that a positive LMO (Labour Market Opinion) does not guarantee that a work permit will be issued to the foreign worker. Visa and Border Services officers can refuse work permit applications and entry to Canada if they determine that the foreign worker does not meet the qualifications required by the LMO (Labour Market Opinion) or is otherwise inadmissible to Canada.

If the LMO (Labour Market Opinion) is Negative

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Service Canada will inform you in writing of a negative decision. If you disagree with the Service Canada decision, and you have new information that may affect the decision, you may submit this information to the Service Canada Centre indicated on your refusal letter. Your request will then be re-assessed taking into account any new information you have submitted.

Step 3: Work Permit Application

In most cases, foreign workers are required to apply for and obtain a permit to work temporarily in Canada. Here are the job categories that are exempt from a work permit (<http://www.work.apply-who-nopermit.asp>) requirement.

Persons who may apply for a work permit at a port of entry

- All nationals or permanent residents of the U.S. (United States), and residents of Greenland or St. Pierre and Miquelon
- Persons whose work does not require an LMO (Labour Market Opinion)
- Persons who require an LMO (Labour Market Opinion), as long as the positive opinion has been issued before entering Canada

Persons who must apply for a work permit outside Canada

- All persons who require a TRV (temporary resident visa)
- All persons who require a medical examination
- International youth exchange program participants other than U.S. (United States) citizens and permanent residents
- Seasonal agricultural workers
- Live-in caregivers

Information Required for Work Permit Applications

Each visa office abroad (<http://www.information/offices/apply-where.asp>) may have different procedures which will be listed on their individual websites. A visa officer has the right to ask for certain information from foreign workers, including:

- Proof of identity
- A valid passport or travel document that guarantees re-entry to the country that issued it
- Two photos of the foreign worker and two photos of all accompanying family members
- A copy of the job offer or signed employment contract
- A copy of the positive LMO (Labour Market Opinion) issued by Service Canada (although a visa officer can access the LMO (Labour Market Opinion) electronically, it is advised that the foreign worker be provided with a copy)
- Proof of their present immigration status in the country in which they are applying (this applies to foreign workers who are not citizens of the country in which they are applying)

Other Requirements for Work Permit Applications

- The fee for processing a work permit application is \$155.
- The fee for processing a TRV (temporary resident visa) is \$100.

- If a foreign worker requires a TRV (temporary resident visa) and a work permit, the total processing fee is \$155.
- The fee for accompanying family members requiring a TRV (temporary resident visa) is \$100 each.
- An interview may be required if the visa office needs more information to determine whether the foreign worker is eligible to obtain a work permit.

Medical Examinations

Generally, a medical examination is not required for employment terms of six months or less. However, a medical examination is required under the following circumstances:

- Workers will be employed in an occupation in which the protection of public health is essential. Here is a list of [occupations \(/english/information/medical/medexams-temp.asp\)](/english/information/medical/medexams-temp.asp) requiring a medical examination.
- Workers will be employed for a term greater than six months or have resided for six or more consecutive months in a [country for which a medical exam may be required \(/english/information/medical/dcl.asp\)](/english/information/medical/dcl.asp) in the year preceding the submission of their application.

The visa office will issue the foreign workers the necessary medical documents, including a list of local medical practitioners authorized by CIC (Citizenship and Immigration Canada) to perform the medical examinations.

Foreign workers are responsible for paying the fee for the examination directly to the medical practitioner.

Foreign workers who are eligible to apply for a work permit at a port of entry and who require a medical certificate must demonstrate that they have passed immigration medical requirements before arriving in Canada. A Border Services officer will not allow foreign workers to enter Canada without confirmation that a valid medical certificate has been issued.

Processing Times

The [length of time \(/english/information/times/temp/workers.asp\)](/english/information/times/temp/workers.asp) it takes to process work permit applications may vary depending on the location where the application is submitted.

A visa officer can refuse a work permit application if the foreign worker is found to be inadmissible for any of the following reasons:

- has failed a medical examination
- has a criminal record
- is determined to be a security risk
- has not met the criteria and standards described in the job offer provided by the employer
- has not satisfied the visa officer that he or she will leave Canada at the end of the period of employment

The visa office will inform the foreign worker of its decision in writing.

During the overseas processing of work permits, employers should maintain regular contact with recruited foreign workers in order to be kept up to date on the status of their applications

If their overseas application for a work permit is approved in principle, foreign workers will receive a letter explaining that they are eligible for a work permit. It is important to note that this letter is not a work permit. Foreign workers are required to present the letter to a Border Services Officer at a port of entry when seeking to enter Canada.

Step 4: Port of Entry

To enter Canada, foreign workers must have the following documents on their person to present to a Border Services officer:

- a passport or travel document that is valid for the period of the authorized stay, unless they are citizens of the United States, or residents of Greenland or St. Pierre and Miquelon
- a signed job offer and/or employment contract
- an authorization letter approving a work permit application issued by CIC (Citizenship and Immigration Canada) (if applicable)
- a copy of Service Canada's positive LMO (Labour Market Opinion) (if applicable)
- a copy of the confirmation by a CIC (Citizenship and Immigration Canada) Temporary Foreign Worker Unit that the job offer is exempt from a work permit or LMO (Labour Market Opinion) (if applicable)
- evidence of credentials: education, professional and work experience (if applicable)
- a temporary resident visa (if applicable)

Foreign workers may be denied a work permit or entry into Canada at the port of entry if the Border Services officer believes that they do not meet the requirements of the *Immigration and Refugee Protection Act*.

We hope this guide has helped you better understand the Temporary Foreign Worker Program and determine if hiring foreign workers is an appropriate solution to your labour or skill-shortage needs.

If you have further questions about obtaining a Labour Market Opinion, please consult the Foreign Worker Program website (http://www.esdc.gc.ca/eng/jobs/foreign_workers/index.shtml) or contact the appropriate Service Canada Centre (http://www.esdc.gc.ca/eng/jobs/foreign_workers/scc.shtml) that processes foreign worker requests.

If you have further questions regarding any other citizenship or immigration issue, please consult the CIC (Citizenship and Immigration Canada) website ([/english/index.asp](http://www.esdc.gc.ca/eng/jobs/foreign_workers/scc.shtml)).

Date Modified:

2015-08-27



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Temporary Foreign Worker Program: Hiring foreign workers in occupations that require lower levels of formal training

i This section contains policy, procedures and guidance used by Immigration, Refugees and Citizenship Canada staff. It is posted on the Department's website as a courtesy to stakeholders.

This program allows employers to obtain an LMIA for job offers at skill levels C and D listed in the National Occupational Classification (NOC).

For more information, see the Employment and Social Development Canada (ESDC) website (http://www.esdc.gc.ca/eng/jobs/foreign_workers/lower_skilled/index.shtml?ga=1.199918829.2123537699.1473996554).

Basic ESDC requirements for occupations requiring lower levels of formal training (formerly known as Low-Skill Pilot)

Employment and Social Development Canada requires that all applications within the Low-Skill Pilot (LSP) have a contract signed by both the employer and the employee which outlines the employer's obligation towards the foreign worker. These obligations are the same for all LSP applications and include wages, working conditions, roundtrip transportation costs, medical coverage, assistance in finding suitable accommodations, and payment of all costs related to hiring the temporary foreign worker.

- Employers can apply for an LMIA for jobs at skill levels C and D listed in the NOC, for a maximum duration of 24 months.
- Job qualifications include a high school diploma at most, or a maximum of two years of job-specific training.
- Initially, after 24 months of employment in the LSP, temporary foreign workers were to return to their country of permanent residence for at least four months before applying for another work permit under the LSP (i.e., 24 months in, four months out). The requirement to return home has since been rescinded.
- Employers pay return airfare, ensure that affordable and suitable accommodation is available, provide temporary medical insurance coverage for the duration of the employment, register

workers with provincial workplace safety insurance plans, sign an employer-employee contract and demonstrate continued efforts to recruit and train Canadian workers.

Assessment of Low-Skill Pilot work permit applications

- An assessment of an applicant's ability to do the job may be part of the work permit assessment as there is less education to prove ability.
- A work permit assessment includes but is not limited to R179 (<http://laws-lois.justice.gc.ca/eng/regulations/SOR-2002-227/section-179.html>), R200 (<http://laws-lois.justice.gc.ca/eng/regulations/SOR-2002-227/section-200.html>), bona fides and dual intent ([/english/resources/tools/temp/visa/dual.asp](http://english/resources/tools/temp/visa/dual.asp)).
- When assessing applications in the LSP, officers should continue to exercise their judgment in making well-informed decisions.

Applications from spouses and dependent children

Applicants may wish to have their spouses and dependent children accompany them to Canada. In these cases, the officer should consider the applications as a single unit, rather than assessing each separately.

The applicant's spouse is not eligible for an open work permit and requires an LMIA if applying for a work permit. Also, as temporary residents, any children may be required to pay international student rates to attend school. These costs, as well as the cost of travel to Canada, health coverage and family accommodations, may have to be borne by the applicant since the employer, under the LSP, is obliged to provide these only for the applicant. The onus is on the applicant to demonstrate to the officer that they are capable of meeting these expenses.

Processing considerations

Although the LSP provides lower-skilled workers an opportunity to work temporarily in Canada, it does not afford them any priority in the processing queue. Applications within the LSP should be processed in the same queue as other work permit applications and be completed on a "first come, first served" basis.

Coding

Officers are to enter "LSP" as a Special Program code in FOSS or GCMS on initial work permits and extensions. This will assist immigration officers in Canada when reviewing applications for work permit extensions and is also important for statistical and policy development purposes.

Exclusions

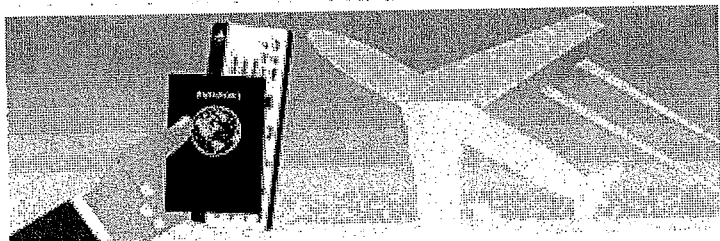
The LSP does not apply to the Live-in Caregiver Program—see [OP14 \(PDF \(Portable Document Format\), 302.02 KB \(Kilobyte\)\) \(/english/resources/manuals/ip/ip04-eng.pdf\)](#) and [IP4 \(PDF \(Portable Document Format\), 463.58 KB \(Kilobyte\)\) \(/english/resources/manuals/op/op14-eng.pdf\)](#)—or the Seasonal Agricultural Worker Program .

Date Modified:

2014-12-09

Government of Canada activities and initiatives

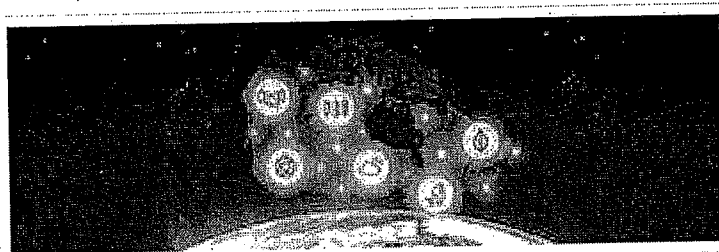
Tell visiting family and friends about eTA



(<http://www.cic.gc.ca/english/visit/eta.asp>)

Canada's entry rules have changed. Starting November 10, 2016, if your family or friends plan to fly to Canada, they may need an eTA before they board their flight.

We're committed to making Canada a global innovation leader-and we want to hear from you!



(<http://www.ic.gc.ca/eic/site/062.nsf/eng/home>)

Our creativity and resourcefulness define us. Innovation is a Canadian value. It's in our nature, and now more than ever, it will create jobs, drive growth and improve the lives of all Canadians.

Have your say! Political activities of charities



(<http://www.cra-arc.gc.ca/chrts-gvng/chrts/whtsnw/pacnslttns-eng.html>)

We want to hear from you! The Canada Revenue Agency is seeking your feedback on its political activities guidelines for registered charities.



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[Home \(http://www.canada.ca/en/index.html\)](http://www.canada.ca/en/index.html)

→ [Hiring temporary foreign workers \(/en/foreign_workers/index.page?\)](/en/foreign_workers/index.page?)

→ [Apply for a Labour Market Impact Assessment \(/en/foreign_workers/hire/index.page?\)](/en/foreign_workers/hire/index.page?)

Applying for an Unnamed Labour Market Impact Assessment

Under the Temporary Foreign Worker Program, employers can apply for a Labour Market Impact Assessment (LMIA) before a temporary foreign worker (TFW) has been identified. LMIA applications that do not contain the names of the TFWs will be assessed by Employment and Social Development Canada (ESDC)/Service Canada and employers who meet the requirements will receive a positive "Unnamed LMIA", valid for 6 months.

Exceptions

This unnamed LMIA option does not apply to all Program streams and is not offered in all provinces/territories.

All provinces and territories (except Quebec)

An unnamed LMIA application can only be submitted for available positions in:

- Seasonal Agricultural Worker Program (including Quebec)
- Agricultural stream
- Caregiver Program
- Stream for Low-wage positions
- Stream for High-wage positions

Quebec

An unnamed LMIA application can only be submitted for available positions in the province of Quebec if the employment is for a period of **less than 30 days** in:

- Agricultural stream
- Caregiver Program
- Stream for Low-wage positions
- Stream for High-wage positions

i Note: In Quebec, employment offers less than 30 days do not require approval from the ministère de l'Immigration, de la Diversité et de l'Inclusion (MIDI).

How to apply?

The process for an unnamed LMIA application consists of:

1. The employer submits an LMIA application without completing the "Foreign Worker Information" section or by indicating "Unnamed" in that section.
2. The application must be accompanied by all supporting documentation as the assessment is the same as a standard LMIA application.
3. The employer must continue to make efforts to recruit Canadians and permanent residents until the names of the TFWs have been provided.
4. ESDC/Service Canada verifies that the LMIA application meets the criteria for an unnamed LMIA, and assesses the application according to the Program requirements.
5. If the result of the assessment is positive, a positive LMIA letter labelled "Unnamed LMIA" will be sent to the employer for a given number of positions, and a specific period of employment. The letter will include a "Foreign Worker Name Template".
6. As soon as the TFWs have been identified, the employer must complete and submit the "Foreign Worker Name Template" to ESDC/Service Canada.
7. ESDC/Service Canada will add the names of the TFWs into the system and issue an official positive LMIA letter to the employer within 5 to 10 business days. The official positive LMIA letter will include the same expiry date as the unnamed positive LMIA letter.

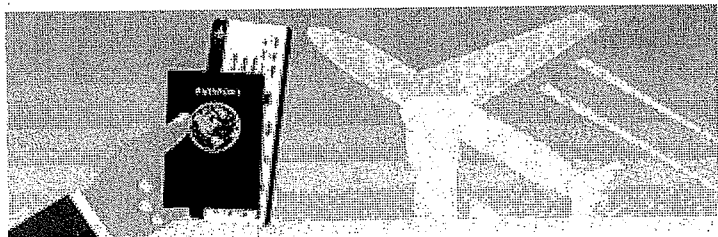
TFWs must apply for a work permit from Immigration, Refugees and Citizenship Canada (IRCC) before the expiry date of the positive LMIA. Their applications for a work permit must include a copy of the official positive LMIA letter, the annexes, and the employment contract.

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2016-01-27

Government of Canada activities and initiatives

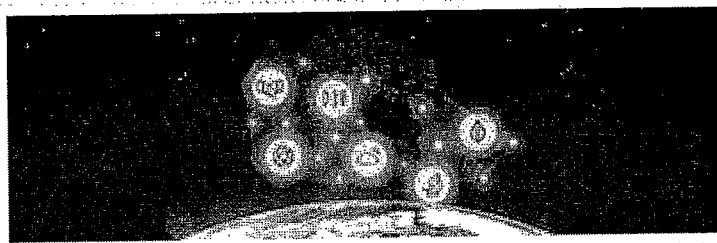
Tell visiting family and friends about eTA



(<http://www.cic.gc.ca/english/visit/eta.asp>)

Canada's entry rules have changed. Starting November 10, 2016, if your family or friends plan to fly to Canada, they may need an eTA before they board their flight.

We're committed to making Canada a global innovation leader-and we want to hear from you!



(<http://www.ic.gc.ca/eic/site/062.nsf/eng/home>)

Our creativity and resourcefulness define us. Innovation is a Canadian value. It's in our nature, and now more than ever, it will create jobs, drive growth and improve the lives of all Canadians.

Have your say! Political activities of charities

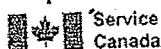


(<http://www.cra-arc.gc.ca/chrts-gvng/chrts/whtsnw/pacnslttns-eng.html>)

We want to hear from you! The Canada Revenue Agency is seeking your feedback on its political activities guidelines for registered charities.

This is Exhibit "C" referred to in the
affidavit of GEOFF HIGUCHI
made before me on this 10th
day of OCTOBER 20 16


A Commissioner for taking
Affidavits for British Columbia



LABOUR MARKET OPINION CONFIRMATION FOR # 7944127

Service Canada Centre # 5083
Temporary Foreign Worker Program
#1400 - 300 W. Georgia Street
Vancouver, BC, V6B 6G3

2012-10-23

Geoff Higuchi
Mac's Convenience Stores Inc. dba Subway
1013-7445 132 St
Surrey, BC, V5W 1J8

ER ID # 413773

Application # 2012-BC-014476
Job # 2012-095525

Dear Geoff Higuchi:

Based on an assessment of the labour market, Service Canada has issued a **positive Labour Market Opinion (LMO)**, and has confirmed your offer(s) of employment to the foreign worker(s) identified in our records.

This Service Canada labour market opinion is based on the information in your application, which is **outlined in the attached annex**. This confirmation is provided with the understanding that all legal requirements, with respect to employment, are followed.

These requirements include, but are not limited to:

- All workers in Canada, including foreign workers, are protected by the relevant labour and employment laws.
- All workers in Canada are entitled to work in a safe workplace where their health is protected.
- If an employer does not pay the wages to which a worker is entitled, workers - including foreign workers - can file a complaint with the federal, provincial or territorial department responsible for employment standards.

For more information on employment standards in your area, visit:

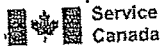
http://www.hrsdc.gc.ca/eng/workplaceskills/foreign_workers/lmodir/lmodirappendixA.shtml

As part of the foreign worker's work permit application, applicants must submit this positive LMO, including the annex, prior to the opinion expiry date stated in the annex, to Citizenship and Immigration Canada (CIC). CIC will not consider a work permit application that has been submitted past the expiry date on the attached positive LMO. This LMO confirmation is **only one of CIC's many requirements** in issuing a work permit. It does not authorize the foreign worker(s) to enter, remain or work in Canada. That decision is the responsibility of CIC.

Please note as well that this opinion may be revoked at any time before the issuance of a work permit to the foreign national if:

- (a) the employer has provided materially false or misleading information,
- (b) new facts come to light subsequent to the date of the issuance of the opinion that change the assessment of any of the factors set out in subsection 203(3) and that, in turn, change the opinion that the employment of the foreign national would likely have a neutral or positive effect on the labour market in Canada, or
- (c) the opinion was based on a mistake as to some material fact.





LABOUR MARKET OPINION CONFIRMATION FOR # 7944127

Please keep a copy of these documents for your records, and forward a copy to the prospective foreign worker(s). As well, kindly advise this Service Canada Center and each foreign national if you no longer require his/her services as a worker, or if you need to cancel your job offer prior to the entry of the worker to Canada.

HOW TO APPLY FOR A WORK PERMIT - INFORMATION FOR FOREIGN NATIONALS

In order to work legally in Canada, most foreign nationals must apply for, and receive, a work permit from CIC. To obtain information on who requires a work permit, how and where to apply for a work permit, and to download a work permit application kit, please visit: <http://www.cic.gc.ca/english/work/index.asp>. In Canada, you may contact the CIC Call Centre at 1-888-242-2100 for information.

Sincerely,

K. La Plante

K. La Plante
(604) 687-7803
http://www.hrsdc.gc.ca/eng/workplaceskills/foreign_workers/index.shtml

c.c.
Kuldeep Bansal
Overseas Career & Consulting Services Ltd
204-12830 80th Avenue
Surrey, BC, V3W 3A8



LABOUR MARKET OPINION CONFIRMATION FOR # 7944127

ANNEX

System file number: 7944127
 Service Canada Centre: 5083 - Temporary Foreign Worker Program
 Service Canada officer: K. La Plante
 Phone: (604) 687-7803 Fax: 604 6668920

Opinion expiry date: 2013-04-22*

* Please take note that the Foreign Worker must apply to CIC for a work permit prior to this date.

Employer Information

Employer ID #: 413773**
 Employer Business name: Mac's Convenience Stores Inc. dba-Subway
 Employer Legal name: Macs Convenience Stores Inc.
 Business Phone number: (604) 590-5352
 Business Address: Same as employer mailing address
 ** Please take note of this number for future reference as this will help in the processing of any future Foreign Worker requests.

Employer Contact(s)

Contact Name	Contact Phone	Other Phone	Job Title
Geoff Higuchi (primary)	(604) 590-5352		Senior Recruitment and Training Manager

Third Party Information

Third Party ID #: 384606**
 Third Party Company: Overseas Career & Consulting Services Ltd
 Third Party Legal name: Overseas Career & Consulting Services Ltd.
 Third Party Business Address: Same as the third party mailing address
 **Please take note of this number for future reference as this will help in the processing of any future Foreign Worker requests.

Name of Representative	Phone	Fax	Job Title
Kuldeep Bansal	(604) 572-7786 Ext. 223	(604) 572-6767	

Job Information

NOC code and title: 6211 - Retail Store Supervisor
 Number of positions: 1
 Level of education: No formal education requirements
 (as required by employer)
 Language requirements:
 Oral: English
 Written: English





LABOUR MARKET OPINION CONFIRMATION FOR # 7944127

Regulatory body:	This occupation is not regulated
Duration of employment :	2 Year(s)
Wage:	\$ 14.45 / Hour CAD
	Overtime hourly rate \$21.68
	Hours before overtime 8 hours per day and 40 hours per week
Benefits:	4.00% VACATION PAY
Hours of work:	8.00 HOUR(S) PER DAY
	40.00 HOUR(S) PER WEEK
Expected Start Date:	N/A
Location(s) of employment:	20318 Dewdney Trunk Rd
	Maple Ridge
	BC



LABOUR MARKET OPINION CONFIRMATION FOR # 7944127

Attestations Signed

Please note that in your application you attested that:

- I will provide any temporary foreign worker employed by me with wages, working conditions and employment in an occupation that are substantially the same as those described in the Labour Market Opinion confirmation letter and annex.
- I will immediately inform Service Canada/Temporary Foreign Worker Program officers of any subsequent changes related to the temporary foreign workers' terms and conditions of employment, as described in the Labour Market Opinion confirmation letter and annex.
- I am compliant with, and agree to continue to abide by, the relevant federal/provincial/territorial laws that regulate employment in the occupation specified and, if applicable, the terms and conditions of any collective agreement in place. I recognize that any terms and conditions of the attached offer of employment are considered null and void if they are less favourable to the temporary foreign worker than the standards stipulated in the relevant Labour Standards Act.
- I am compliant with, and agree to continue to abide by, the relevant federal/provincial/territorial legislation related to the temporary foreign worker's recruitment applicable in the jurisdiction where the job is located. I declare that all recruitment done or that will be done on my behalf by a third party was or will be done in compliance with federal/provincial/territorial laws governing recruitment. I am aware that I will be held responsible for the actions of any person recruiting temporary foreign workers on my behalf.
- I am actively engaged in an operating and functioning business located in Canada that provides a good or service related to the job offer made to the foreign national(s) in this application.
- I have a legitimate need to fill a vacant or new position and I am offering the temporary foreign worker(s) the position(s), job descriptions and duties that are related directly to my main business activities.
- I can demonstrate in a review that my business is able to fulfill the terms and conditions related to the employment of the temporary foreign worker(s), the subject of this application, for the duration of the temporary foreign worker's work permit. The job offered is full-time employment (a minimum of 30 hours per week), and is in line with the job description provided with this application and it meets acceptable employment standards.
- I am providing the temporary foreign worker(s) with at least the same wage as what is being paid to Canadian citizens or permanent residents who are working in the same occupation and the same workplace. I understand that HRSDC/Service Canada staff will compare the wage I offer the temporary foreign worker(s) to the wage published on the Working in Canada Web site to ensure that I offer the prevailing wage. I will be part of an employer compliance review and I understand that during the review process I may have to provide proof of the wage I offer to Canadian and permanent resident employees working in the same occupation and workplace.
- I am aware of the minimum employment standards set out by the province where the employment is offered, and I will provide the temporary foreign worker(s) with working conditions that meet or exceed those standards.
- I am aware of and I have complied with the recruitment and advertising requirements set by HRSDC/Service Canada by conducting advertising and recruitment activities to hire Canadian citizens and permanent residents.
- I am aware of and I have complied with HRSDC/Service Canada's requirement that requests employers to make reasonable efforts to train Canadian citizens and permanent residents in order to meet their labour needs, where possible.
- There is no ongoing or pending labour dispute at my business and I will inform HRSDC/Service Canada staff in the case that one should develop.
- In the last 12 months I have not laid off any employees from the position(s) I am offering to the temporary foreign worker(s). In the event of short-term, temporary or seasonal lay-offs, I have made reasonable efforts to re-hire the Canadian citizens and permanent residents affected by those lay-off(s).
- I am not participating in any government-funded program to support the continuing employment of Canadian citizens and permanent residents (e.g. Work-Sharing Program).
- The third party representative associated with this application is paid and is a member in good standing with the Immigration Consultants of Canada Regulatory Council (ICCRC).





LABOUR MARKET OPINION CONFIRMATION FOR # 7944127

Service Canada Centre # 5083
Temporary Foreign Worker Program
#1400 - 300 W. Georgia Street
Vancouver, BC, V6B 6G3

2012-10-23

Geoff Higuchi
Mac's Convenience Stores Inc. dba Subway
1013-7445 132 St
Surrey, BC, V5W 1J8

ANNEX B

Do not forward this annex to the foreign worker(s). Annex B is intended for the employer's records only and is not required for the purposes of applying for a work permit. The foreign worker only requires the LMO confirmation letter identifying the system file number 7944127.

Employer ID #: 413773
Employer Business name: Mac's Convenience Stores Inc. dba Subway
Employer Legal name: Macs Convenience Stores Inc.
System file number: 7944127
Opinion expiry date: 2013-04-22*
* Please note that the temporary foreign worker must apply to CIC for a work permit prior to this date.

Job Information

NOC code and title: 6211 - Retail Store Supervisor
Number of positions: 1
Expected Start Date: N/A

Temporary Foreign Worker's Information

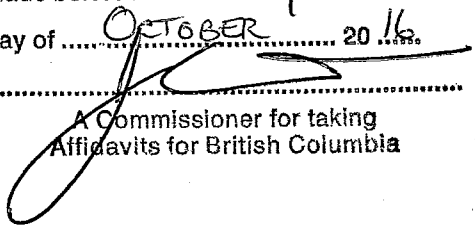
Last name

First name

[REDACTED]



This is Exhibit "D" referred to in the
affidavit of GEOFF HIGUCHI
made before me on this 10th
day of OCTOBER 20 16.


A Commissioner for taking
Affidavits for British Columbia



CONFIRMATION OF UNNAMED LABOUR MARKET OPINION REQUEST FOR # 7944967

Service Canada Centre # 5083
Temporary Foreign Worker Program
#1400 - 300 W. Georgia Street
Vancouver, BC, V6B 6G3

2012-10-26

Geoff Higuchi
Mac's Convenience Stores Inc. dba Subway
1013-7445 132 St
Surrey, BC, V5W 1J8

ER ID # 413773
Application # 2012-BC-014561
Job # 2012-096276

Dear Geoff Higuchi:

Based on an assessment of the labour market, Service Canada has issued a **positive Unnamed Labour Market Opinion (LMO)**, and has confirmed your offer(s) of employment.

This Service Canada labour market opinion is based on the information in your application, which is **outlined in the attached annex**. This confirmation is provided with the understanding that all legal requirements, with respect to employment, are followed.

These requirements include, but are not limited to:

- All workers in Canada, including foreign workers, are protected by the relevant labour and employment laws.
- All workers in Canada are entitled to work in a safe workplace where their health is protected.
- If an employer does not pay the wages to which a worker is entitled, workers - including foreign workers - can file a complaint with the federal, provincial or territorial department responsible for employment standards.

For more information on employment standards in your area, visit:

http://www.hrsdc.gc.ca/eng/workplaceskills/foreign_workers/lmodir/lmodirappendixA.shtml

Please complete and submit the **Foreign Worker Name template** attached to this letter once you have identified your foreign workers. Once the **necessary foreign worker information has been provided** to Service Canada, Labour Market Opinion confirmation letters will be issued for the purposes of applying for a work permit. The Labour Market Opinion expires on **2013/04/26**. After this date, the Labour Market Opinion will no longer be considered valid to be used to apply for a work permit. Employers will therefore have until this date to identify the foreign national(s) and for the foreign national(s) to submit their work permit application(s).

Please note as well that this opinion may be revoked at any time before the issuance of a work permit to the foreign national if:

- (a) the employer has provided materially false or misleading information,
- (b) new facts come to light subsequent to the date of the issuance of the opinion that change the assessment of any of the factors set out in subsection 203(3) and that, in turn, change the opinion that the employment of the foreign national would likely have a neutral or positive effect on the labour market in Canada, or
- (c) the opinion was based on a mistake as to some material fact.





CONFIRMATION OF UNNAMED LABOUR MARKET OPINION REQUEST FOR # 7944967

Please keep a copy of these documents for your records, and forward a copy to the prospective foreign worker(s). As well, kindly advise this Service Canada Center and each foreign national if you no longer require his/her services as a worker, or if you need to cancel your job offer prior to the entry of the worker to Canada.

HOW TO APPLY FOR A WORK PERMIT - INFORMATION FOR FOREIGN NATIONALS

In order to work legally in Canada, most foreign nationals must apply for, and receive, a work permit from CIC. To obtain information on who requires a work permit, how and where to apply for a work permit, and to download a work permit application kit, please visit: <http://www.cic.gc.ca/english/work/index.asp>. In Canada, you may contact the CIC Call Centre at 1-888-242-2100 for information.

Sincerely,

Raymond Ty
(604) 687-7803

http://www.hrsdc.gc.ca/eng/workplaceskills/foreign_workers/index.shtml

c.c.

Kuldeep Bansal
Overseas Career & Consulting Services Ltd
204-12830 80th Avenue
Surrey, BC, V3W 3A8





CONFIRMATION OF UNNAMED LABOUR MARKET OPINION REQUEST FOR # 7944967

ANNEX

System file number: 7944967
 Service Canada Centre: 5083 - Temporary Foreign Worker Program
 Service Canada officer: Raymond Ty
 Phone: (604) 687-7803 Fax: 604 6668920

Opinion expiry date: 2013-04-26*

* Please take note that the Foreign Worker must apply to CIC for a work permit prior to this date.

Employer Information

Employer ID #: 413773**
 Employer Business name: Mac's Convenience Stores Inc. dba Subway
 Employer Legal name: Macs Convenience Stores Inc
 Business Phone number: (604) 590-5352
 Business Address: Same as employer mailing address

** Please take note of this number for future reference as this will help in the processing of any future Foreign Worker requests.

Employer Contact(s)

Contact Name	Contact Phone	Other Phone	Job Title
Geoff Higuchi (primary)	(604) 590-5352		Senior Recruitment and Training Manager

Third Party Information

Third Party ID #: 384606**
 Third Party Company: Overseas Career & Consulting Services Ltd
 Third Party Legal name: Overseas Career & Consulting Services Ltd.
 Third Party Business Address: Same as the third party mailing address

**Please take note of this number for future reference as this will help in the processing of any future Foreign Worker requests.

Name of Representative	Phone	Fax	Job Title
Kuldeep Bansal	(604) 572-7786 Ext. 223	(604) 572-6767	

Job Information

NOC code and title: 6212 - Food Service Supervisor
 Number of positions: 14
 Level of education: No formal education requirements
 (as required by employer)
 Language requirements:
 Oral: English
 Written: English



Service
Canada**CONFIRMATION OF UNNAMED LABOUR MARKET OPINION REQUEST FOR
7944967**

Regulatory body: This occupation is not regulated

Duration of employment : 2 Year(s)

Wage: \$ 12.00 / Hour CAD

Benefits: 4.00% VACATION PAY

Hours of work: 7.50 HOUR(S) PER DAY
37.50 HOUR(S) PER WEEK

Overtime hours: Overtime rate of \$18.00 / hr will be paid if employees work more than 44.00 hours per week.

Expected Start Date: 2012-10-29

Annex footnote: As of the date of this letter, 0 of 14 positions have been filled. To receive a confirmation for the remaining positions, the foreign worker information must be submitted prior to opinion expiry date and all program requirements met at that time.

Location(s) of employment: Various Locations
Lower Mainland
BC





CONFIRMATION OF UNNAMED LABOUR MARKET OPINION REQUEST FOR # 7944967

Attestations Signed

Please note that in your application you attested that:

- I will provide any temporary foreign worker employed by me with wages, working conditions and employment in an occupation that are substantially the same as those described in the Labour Market Opinion confirmation letter and annex.
- I will immediately inform Service Canada/Temporary Foreign Worker Program officers of any subsequent changes related to the temporary foreign workers' terms and conditions of employment, as described in the Labour Market Opinion confirmation letter and annex.
- I am compliant with, and agree to continue to abide by, the relevant federal/provincial/territorial laws that regulate employment in the occupation specified and, if applicable, the terms and conditions of any collective agreement in place. I recognize that any terms and conditions of the attached offer of employment are considered null and void if they are less favourable to the temporary foreign worker than the standards stipulated in the relevant Labour Standards Act.
- I am compliant with, and agree to continue to abide by, the relevant federal/provincial/territorial legislation related to the temporary foreign worker's recruitment applicable in the jurisdiction where the job is located. I declare that all recruitment done or that will be done on my behalf by a third party was or will be done in compliance with federal/provincial/territorial laws governing recruitment. I am aware that I will be held responsible for the actions of any person recruiting temporary foreign workers on my behalf.
- I am actively engaged in an operating and functioning business located in Canada that provides a good or service related to the job offer made to the foreign national(s) in this application.
- I have a legitimate need to fill a vacant or new position and I am offering the temporary foreign worker(s) the position(s), job descriptions and duties that are related directly to my main business activities.
- I can demonstrate in a review that my business is able to fulfill the terms and conditions related to the employment of the temporary foreign worker(s), the subject of this application, for the duration of the temporary foreign worker's work permit. The job offered is full-time employment (a minimum of 30 hours per week), and is in line with the job description provided with this application and it meets acceptable employment standards.
- I am providing the temporary foreign worker(s) with at least the same wage as what is being paid to Canadian citizens or permanent residents who are working in the same occupation and the same workplace. I understand that HRSDC/Service Canada staff will compare the wage I offer the temporary foreign worker(s) to the wage published on the Working in Canada Web site to ensure that I offer the prevailing wage. I will be part of an employer compliance review and I understand that during the review process I may have to provide proof of the wage I offer to Canadian and permanent resident employees working in the same occupation and workplace.
- I am aware of the minimum employment standards set out by the province where the employment is offered, and I will provide the temporary foreign worker(s) with working conditions that meet or exceed those standards.
- I am aware of and I have complied with the recruitment and advertising requirements set by HRSDC/Service Canada by conducting advertising and recruitment activities to hire Canadian citizens and permanent residents.
- I am aware of and I have complied with HRSDC/Service Canada's requirement that requests employers to make reasonable efforts to train Canadian citizens and permanent residents in order to meet their labour needs, where possible.
- There is no ongoing or pending labour dispute at my business and I will inform HRSDC/Service Canada staff in the case that one should develop.
- In the last 12 months I have not laid off any employees from the position(s) I am offering to the temporary foreign worker(s). In the event of short-term, temporary or seasonal lay-offs, I have made reasonable efforts to re-hire the Canadian citizens and permanent residents affected by those lay-off(s).
- I am not participating in any government-funded program to support the continuing employment of Canadian citizens and permanent residents (e.g. Work-Sharing Program).
- The third party representative associated with this application is paid and is a member in good standing with the Immigration Consultants of Canada Regulatory Council (ICCRC).



A-LMO

Foreign Worker Name Submission for System File #: 7944967

Expiry Date: 2013-04-26*

Employer ID: 413773**

Employer Fax: (604) 590-3569

Employer Name: Mac's Convenience Stores Inc. dba Subway

Third Party Fax: (604) 572-6767

Employer Contact: Geoff Higuchi (primary)

Wage: \$ 12.00 / Hour CAD

NOC code and title: 6212 - Food Service Supervisor

Duration of employment: 2 Year(s)

Primary Location: Various Locations, Lower Mainland, BC

Family Name	Given Name	Gender M/F	Date of Birth yyyy/mm/dd	If FW already in Canada - Immigration Status	If FW is already in Canada - His/Her Location (City, Province)	Location of Residence Outside of Canada (City, Country)	Citizenship

Signature of Employer Contact

Name of Employer Contact

Date (dd-mm-yyyy)

Title of Employer Contact

Contact Phone Number (business hours)

Signature of Third Party Representative (if applicable)

Name of Third Party Representative

Date (dd-mm-yyyy)

Please FAX TO: 604 6668920

Immigration Status - Valid Entries: (Foreign Worker, Visitor, Refugee Claimant or Student)

54

10/26/2012 17:21 FAX

008/008

This is Exhibit "E" referred to in the
affidavit of ..GEOFF HIGUCHI..
made before me on this 10th..
day of ..OCTOBER 2016..


A Commissioner for taking
Affidavits for British Columbia

Geoff Higuchi

From: cynthia@overseasimmigration.com
Sent: Monday, February 06, 2012 5:09 PM
To: Geoff Higuchi
Subject: RE: Store Operators
Attachments: Overseas Business Information.pdf

Hello Geoff,

Please find the following responses to your inquiries:

Who is Overseas immigration?

Our legal company name is Overseas Career and Consulting Services Ltd. o/a Overseas Immigration and has been in operation since December 2004 at the same location as per the attached Certificate of Incorporation. We have recently expanded our head office by an additional 6000 sq ft of office space. ~~We also have a college that we are currently expanding to double our classrooms and programs offered.~~ Our head office comes with 2 experienced ICCR members and a staff of 14. We also have licences to operate in Alberta and Manitoba. ~~Our office also has a Commissioner of Oaths full time to be available to our clients as well as a legal team with over 25 years of experience in the industry.~~ We also have a CGA team to process the business needs of our clients as well.

> - Can I get a copy of your license?

Attached you will find a copy of our business licence, employment agency licence, Certificate of Incorporation and Mr. Bansal's CSIC membership dating back to 2005.

> - Do you charge the candidates you supply any fee's?

If they are from a visa exempt country then our candidates are not charged any fees. If they are from a visa requiring country and require our office to process the immigration documents on their behalf, then we may charge dependent on the required documentation and how long it will take to complete.

> - Will these people speak fluent English?

If the candidates will be in the service industry, for which they will be if they become Store Operators, then yes they must be able to function in English (or French but in Western Canada we only require English).

> - What are the services you would provide to us?

The services that we have discussed in providing you is recruitment of qualified candidates to become store operators, we will pre-screen these candidates to ensure that they will exceed your expectations. ~~We will do recruitment trips on your behalf and provide video conference interviews of the pool of candidates that we have pre-screen on your behalf.~~ We will also provide settlement services for these candidates to ensure they are close to the location, and have all the required documents and medical insurance. ~~We will also take responsibility for any costs above the allowable "shrinkage" for the first 9 months to ensure that you have assurance.~~ We will also be providing our candidates with corporate records services to ensure all the required documentation is in order. We will also be completing all the required documentation in relation to Service Canada or Immigration including Provincial Nominee.

What will you be charging us for your services?

For these services, we will be charging a retainer of \$500.00 then upon satisfactory completion of a 3-month probationary period, we will require an additional \$1,000.00 to cover any outstanding costs.

> - Will you only provide candidates that are here or can you provide
> more
information how you will source from abroad?

We currently have candidates in Canada for immediate processing but we will be conducting more recruitment interest in Spain and Italy in March and we currently have interest from London as well. We will then conduct further recruitment in Dubai and India. As our recruitment team just got back from Dubai yesterday, we will have to have a further meeting to review the results.

> - What would be the turnaround time?

We would have the candidate available to start within 60 days of the date of the Labour Market Opinion as we have to allow some travel time.

If we will be processing direct Provincial nomination then we would have the person available within 60-100 days from date of interest.

Both of these situations would be dependent on the candidates situation of what would be the best option and whether or not they are required to gain experience. We will not be requesting you to process and Arranged Employment Opinion as the current processing time is in excess of 8 months.

As well, AINP only allows 1 nomination per occupation per location so we must keep this in mind for the province of Alberta.

> - What guarantees do you have in place should a candidate fail to
> attend
training, fail training or simply change their mind about being a store operator?

We do not feel this would become an issue as we will be pre-screening but if it does, then we would offer a full refund as well as replace the candidate at no cost.

> - Is there anything in writing that clarifies the issue with foreign workers and the ability to Incorporate?

I have requested for this to be in writing and will forward upon receipt. I thought we did have the information in our office as we have experience in doing this but we have recently been scanning everything electronically.

I would also like you to know that we have had a gas station franchise of 22 locations in one city for more than 5 years as our clients and a couple of other large corporations of over 45 locations in one province. We have not had to ask our corporate clients to sign a contract with us as we feel if they are unhappy with our service then they should not be forced to do business with us. Our clients are our main source of network-marketing because of the service we provide them, they refer us to others on their own will.

If you require any further information, please do not hesitate to contact the undersigned.

Cynthia Hirak
Overseas Immigration



#204 - 12830-80th Avenue, Surrey, B.C., Canada V3W 3A8
Tel: (604) 572-7786 Fax: (604) 572-6767 Toll Free: 1 (888) 572-0077
Email: cynthia@overseasimmigration.com Website: www.overseasimmigration.com

Overseas Immigration's Business Partner Information Package for Mac's Convenience Store Inc. Western Division

1

This is Exhibit "F" referred to in the
affidavit of GEOFF HIGUCHI
made before me on this 10th
day of OCTOBER 2016



A Commissioner for taking
Affidavits for British Columbia

**Overseas Immigration**

#204 - 12830 80th Avenue, Surrey, B.C., Canada V3W 3A8
Tel: (604) 572-7786 Fax: (604) 572-6767 Toll Free: 1 (888) 572-0077
Email: cynthia@overseasimmigration.com Website: www.overseasimmigration.com

Who or What is Overseas Immigration?

Overseas Immigration is a subsidiary of Overseas Career & Consulting Services Ltd. Overseas Career & Consulting Services was incorporated on December 4, 2004 and the head office has been located at #203-204 - 12830 80th Avenue, Surrey, British Columbia since this date. We currently have business licences in British Columbia and Alberta. Due to the labour market and shortages, Overseas Career & Consulting started recruiting foreign nationals from overseas and opened Overseas Immigration Services to process the documents required by Citizenship & Immigration Canada




Overseas Immigration

#204 - 12830 80th Avenue, Surrey, B.C., Canada V3W 3A8
Tel: (604) 572-7786 Fax: (604) 572-6767 Toll Free: 1 (888) 572-0077
Email: cynthia@overseasimmigration.com Website: www.overseasimmigration.com

Who or What is Overseas Immigration? Cont'd

In our head office, we currently have a staff of 14 and 2 members of the Immigration Consultants of Canada Regulatory Council (ICCRC) as well as a Commissioner for taking oaths on a full-time basis. We also have a legal and a CGA team to process our business needs for our clients.




Overseas Immigration

#204 - 12830 80th Avenue, Surrey, B.C., Canada V3W 3A8
Tel: (604) 572-7786 Fax: (604) 572-6767 Toll Free: 1 (888) 572-0077
Email: cynthia@overseasimmigration.com Website: www.overseasimmigration.com

Services

- Pre-screening of candidates as per Mac's specified requirements
- Recruitment of qualified candidates for Business Partner Program
- Video-conferencing for personal interviews
- Settlement of selected candidates
- Responsibility for the short fall (shrinkage) for 6 months to provide assurance
- Provide corporate services for start up and continued business
- Completion of all required documents for business and immigration documents required both Federally and Provincially
- Recruitment of dependable staff for the Business Partner and their location
- Classroom at our college to accommodate ongoing training



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Selection of Candidates

- Initially we will be providing candidates locally for expedition of process
- Our office travels abroad on a regular basis to conduct interviews personally in the following destinations: Dubai (largest hub of foreign nationals), Italy, Spain, United Kingdom, India, and other areas of Asia.
- All of our candidates will have passed IELTS (International English Language Testing System) and must be able to function in English as they will be providing service to customers in Canada therefore must be able to speak one of the official languages (being in Western Canada, English is the language mostly used)
- All candidates will be self sufficient and have proof of financial means to have the ability to join the Business Partner program.



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Processing Times

• There are two avenues that we would be processing these candidates and they are as follows:

Direct nomination through the Provincial Nominee Program (PNP)

- 60 – 100 days from the date of selection as the current processing time

- 6 – 8 weeks in British Columbia and similar in Alberta

- In the province of Manitoba, we may apply for a blanket PNP which would allow us to apply for all locations in that province at one time and select candidates as needed


- Will provide updated information on other provinces at the time needed as information is being amended on a regular basis



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Processing Times Cont'd


- If they do not qualify as of yet under PNP then we would process a Labour Market Opinion for Mac's Convenience Store Inc. to be able to hire the candidate
 - We would be able to have the candidates start within 60 days of the positive LMO as we must allow for travel time.
 - The current processing time for a LMO in British Columbia or Alberta is 12 weeks from date of submission but we must advertise prior for minimum of 2 weeks.
 - Please allow 4 months for the LMO process as we also review/interview candidates locally to ensure we are doing our due diligence is seeking a Canadian Citizen or Permanent Resident first before recruiting abroad.



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Guarantee

- If for some unforeseen circumstance, one of the candidates we have selected fails training or does not complete the program, our office will provide you with a full refund and replace the candidate at no extra charge to your company as we are confident in our selection due to the pre-screening requirements we have established with your company.



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Fees

- Placement fees payable by Mac's Convenience Store Inc.
 - 500.00 retainer for each candidate
 - An additional \$1,000.00 after successful completion of a 3-month probationary period
- Immigration document processing fees
 - If they are from a visa requiring country, and the candidate request our office to process their documentation, then we charge them for our time and disbursements in relation to completing the documentation.
 - If they are from a visa-exempt country, then minimal documentation is required and in most cases, candidates complete the documents themselves.

RETAINING YOUR FOREIGN WORKERS

If you are looking for a permanent solution to a long term shortage, there are federal and provincial workers who you wish to recruit directly as Permanent Residents or retain as employees for an indefinite period of time.

The Federal Skilled Worker Program allows your business to directly recruit or retain an employee based on their work experience, education, language ability, ability to become economically established in Canada and an offer of Arranged Employment in Canada.

The British Columbia Provincial Nominee Program allows your business to directly recruit or retain an employee based on their work experience, education, ability to become economically established in Canada, ability to perform the required job in Canada and an offer of indefinite employment in British Columbia.

Talk to us today and we can provide you with expert advice on how to attract and retain the workers your business needs.....



TOLL FREE. 1 888 572 0077
PHONE. 604 572 7786
FAX. 604 572 6767
WEB. www.overseasimmigration.com
ADDRESS. #204 - 12830 - 80th Ave., Surrey, BC V3W 3A8

RECRUITMENT OF FOREIGN WORKERS

Every year approximately 150,000 foreign workers enter Canada to work temporarily in jobs that help Canadian employers address skill shortages and address labour shortages in our local economics.

Any employer with any type of business can recruit foreign workers with a wide range of skills to meet temporary labour shortages. Your business will be eligible to hire foreign workers to work for you temporarily if you can prove the following:

- You can not find workers locally to fill your vacancy
- Bringing foreign workers will not have a negative impact on the local labour market
- You meet all other requirements of the program

There are certain procedures that need to be completed in order to apply to hire temporary foreign workers. With our expertise we can assist you with the entire process from start to finish. Our services include complete assistance with your Labour Market Opinion application and the selection and recruitment of your foreign workers.

We will find your workers as per your special requirement and current business need. Any type of worker that you require, we can assist you in finding; farm workers, tractor operators, truck drivers, farm supervisors/managers. We can provide the people power that you need.

 OVERSEAS IMMIGRATION

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OVERSEAS IMMIGRATION

We at Overseas Immigration are one of the Western Canada's largest suppliers of foreign workers to businesses all over Canada. We supply foreign workers to local, national and multinational franchise businesses Canada-wide. We are in our sixth year of business and we can proudly say that we have become an elite supplier of workers to our clients. Our aim is to always match the right candidate to the right job. We have a client base of workers which covers the entire globe. We have successfully placed workers from every single continent in the world to employment here in Canada.

We are a licensed BC Employment Agency & a member of CSIC (Canadian Society of Immigration consultants). Our head office is located at:

203/204 - 12830 - 80th Avenue
Surrey, British Columbia V3W 3A8

Tel: 1 888 572 0077 / 604 572 6767

Fax: 604 572 6767

Email: overseas@telus.net

www.overseasimmigration.com



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This is Exhibit G referred to in the
affidavit of Geoffrey Uyquchi
made before me on this 1st
day of October 2016

.....
A Commissioner for taking
Affidavits for British Columbia



Government
of Canada

Gouvernement
du Canada

Hire a provincial nominee

Under the Provincial Nominee Program (PNP), provinces and territories can nominate people who meet specific local labour market needs for permanent residence. Details about each PNP can be found on [provincial and territorial government immigration websites](#) ([/english/immigrate/provincial/apply-who.asp](#)).

Regular PNP nominations are [processed](#) ([/english/information/times/perm-ec.asp](#)) within the current service standard of 11 months, in 80 percent of cases. PNP nominations that are processed through the [Express Entry system](#) ([/english/express-entry/index.asp](#)) will be processed in 6 months or less, in 80 percent of cases.

Provinces and territories have various streams in their PNPs, but they tend to fall into five areas:

- skilled workers,
- semi-skilled workers,
- business/investors,
- international student graduates, and
- family or community connections.

Most PNPs include one or more employer-driven streams, which let employers nominate workers who meet provincial or territorial nomination requirements. These may include certain jobs, education, work experience, official language skills and age.

Applicants must show they can establish themselves economically in that province. CIC is responsible for ensuring that nominees meet admissibility requirements (i.e., medical, criminal and security checks).

As of January 1, 2015, provinces and territories can also nominate a certain number of skilled workers through the [Express Entry system](#) ([/english/express-entry/index.asp](#)) to meet local immigration and labour market needs.

These people have to complete an online profile, meet the criteria to get into the pool of candidates, and obtain a nomination from a province or a territory under one of the PNP Express Entry streams.

As an employer, if you want to work with a province or territory to nominate a skilled worker using this system, you have a few options:

- You may be able to work with your province or territory to find eligible candidates through their Express Entry portal.
- If you find a candidate you want to hire and who is not already in the pool, you can ask them to apply under the PNP and complete an Express Entry profile.
- As with the current PNP process, you may be able to tell your province or territory that you want to hire a candidate.

If a province or territory nominates an Express Entry candidate, they need to update their profile to reflect this. (If the candidate already has a nomination at the time they create their profile, they are told to include that information.)

If a candidate is nominated by a province or territory, they will get enough points in their Express Entry ranking to ensure that they are invited by CIC to apply for permanent residence at the next eligible round of invitations. After being invited, they would submit an electronic application for permanent residence to CIC.

i Note: Any candidate you want to hire through Express Entry (whether PNP applicants or not) must meet the criteria of at least one of the three federal immigration programs in order to enter the pool. They are

- the Federal Skilled Worker Program,
- the Federal Skilled Trades Program, and
- the Canadian Experience Class.

Also in this topic

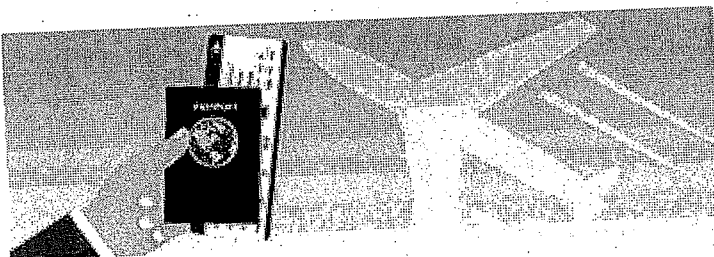
- [Offer arranged employment \(/english/hire/offers.asp\)](/english/hire/offers.asp)
- [Express Entry \(/english/express-entry/index.asp\)](/english/express-entry/index.asp)

Date Modified:

2015-01-02

Government of Canada activities and initiatives

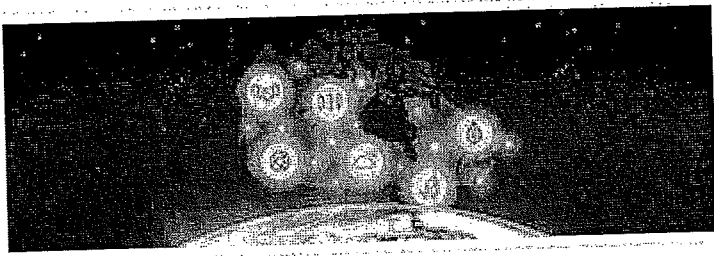
Tell visiting family and friends about eTA



(<http://www.cic.gc.ca/english/visit/eta.asp>)

Canada's entry rules have changed. Starting November 10, 2016, if your family or friends plan to fly to Canada, they may need an eTA before they board their flight.

We're committed to making Canada a global innovation leader-and we want to hear from you!



<http://www.ic.gc.ca/eic/site/062.nsf/eng/home>

Our creativity and resourcefulness define us. Innovation is a Canadian value. It's in our nature, and now more than ever, it will create jobs, drive growth and improve the lives of all Canadians.

Have your say! Political activities of charities



<http://www.cra-arc.gc.ca/chrts-gvng/chrts/whtsnw/pacnsltns-eng.html>

We want to hear from you! The Canada Revenue Agency is seeking your feedback on its political activities guidelines for registered charities.

This is Exhibit "H" referred to in the
affidavit of GEOFF HIGUCHI
made before me on this 10th
day of OCTOBER, 2016
A Commissioner for taking
Affidavits for British Columbia

APPOINTMENT OF REPRESENTATIVE

To Human Resources and Skills Development Canada (HRSDC)/Service Canada

FOR THE PURPOSE OF A TEMPORARY FOREIGN WORKER APPLICATION (Labour Market Opinion).

I, Geoff Higuchi, residing at _____,
(name of employer)

c/o Mac's Convenience Store Inc.

#1013 - 7445 132nd Street, Surrey, BC V5W 1J8

(full address)

Telephone Number: (604) 590-5352

Fax Number: (604) 590-3569

hereby appoint

Kuldeep Kumar Bansal

(name of representative and business name)

of Overseas Career & Consulting Services Ltd.

#204-12830 80th Avenue, Surrey, BC V3W 3A8

(full address)

Telephone Number: (604) 572-7786

Fax Number: (604) 572-6767

as my representative to act on my behalf in order to obtain from HRSDC/Service Canada a labour market opinion relating to

(name of individual to whom employment has been offered)

I, hereby, agree to ratify and confirm all that my representative shall do or cause to be done by virtue of this appointment.

This appointment shall remain in full force and effect only for the processing of this application, unless due notice in writing of its revocation has been given to HRSDC/Service Canada.

(signature of employer)

Geoff Higuchi

(print name of employer)

2012-07-11

(date) (YYYY-MM-DD)

(signature of witness)

Cynthia Hirak

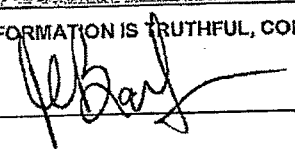
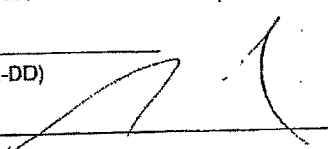
(print name of witness)

Personal information is administered in accordance with the *Privacy Act*. It will be retained in Personal Information Bank HRDC PPU 440. Individuals have the right to access their personal information. For instructions, please consult the government publication *Info Source* found in Service Canada Centres and available at the following address: infosource.gc.ca.



ANNEX TO THE APPOINTMENT OF REPRESENTATIVE FORM

For the purpose of labour market opinion or arranged employment opinion applications, when appointing a third party representative all employers **MUST** complete and submit this annex. According to subsection 91(2) of the *Immigration and Refugee Protection Act (IRPA)*, Human Resources and Skills Development Canada (HRSDC) and Citizenship and Immigration Canada (CIC) will only conduct business with representatives who have been authorized. The types of authorized representatives are listed on CIC's Web site at: www.cic.gc.ca.

REPRESENTATIVE INFORMATION		
Sumame (family name): Bansal	Given name(s): Kuldeep Kumar Bansal	Business name (if applicable): Overseas Career & Consulting S
Indicate which one of the following applies to the representative (choose one).		
The representative is UNPAID and:		
<input type="checkbox"/> a family member or a friend		
<input type="checkbox"/> a member of a non-governmental or a religious organization		
<input type="checkbox"/> a member in good standing of the Immigration Consultants of Canada Regulatory Council (ICCRC), a provincial or territorial law society or the <i>Chambre des notaires du Québec</i>		
<input type="checkbox"/> other (please describe): _____		
The representative is, has been, or will be PAID and:		
<input checked="" type="checkbox"/> a member in good standing with the ICCRC		
MEMBERSHIP ID: R407527		
<input type="checkbox"/> a member in good standing with a Canadian law society		
PROVINCE/TERRITORY: _____ MEMBERSHIP ID: _____		
<input type="checkbox"/> a member in good standing with the <i>Chambre des notaires du Québec</i>		
MEMBERSHIP ID: _____		
<input type="checkbox"/> other (please describe): _____		
DECLARATION		
I DECLARE THAT THE ABOVE INFORMATION IS TRUTHFUL, COMPLETE AND CORRECT.		
		Kuldeep Kumar Bansal
Signature of representative		Printed name of representative
2012-07-11		
Date (YYYY-MM-DD)		
		Geoff Higuchi
Signature of employer		Printed name of employer
2012-07-11		
Date (YYYY-MM-DD)		

Personal information is administered in accordance with the *Privacy Act*. It will be retained in a Personal Information Bank HRDC PPU 440. Individuals have the right to access their personal information. For instructions, please consult the government publication *Info Source* found in Service Canada Centres and available at the following address: www.infosource.gc.ca.

This is Exhibit ^{"I"}..... referred to in the
 affidavit of GEOFF HIGUCH.....
 made before me on this 10th.....
 day of OCTOBER..... 20 16.....

 A Commissioner for taking
 Affidavits for British Columbia



LABOUR MARKET OPINION APPLICATION Higher-skilled Occupations

Personal Information Collection Statement

The information you provide on this request for a Labour Market Opinion (LMO) form is collected by Human Resources and Skills Development Canada (HRSDC) under the authority of the Immigration and Refugee Protection Act and Regulations, for the purpose of providing a Labour Market Opinion (LMO) in accordance with these statutes. Completion is voluntary; however, failure to complete this form will result in your request for an LMO not being processed.

The information you provide may be shared with Citizenship and Immigration Canada (CIC) for the administration and enforcement of the *Immigration and Refugee Protection Act* (IRPA) and *Regulations* (IRPR) as permitted by the *Department of Human Resources and Skills Development Act* (DHRSD Act), and may be accessed by the Canada Border Services Agency (CBSA) for the purpose of issuing work permits at Ports of Entry. HRSDC may also provide information to CBSA in order for that agency to investigate and enforce the IRPA and IRPR in relation to an LMO.

The information may also be shared with Provincial/Territorial governments for the purpose of administration and enforcement of provincial/territorial legislation, including employment standards and occupational health and safety legislation, as permitted by the DHRSD Act. The information may also be used by HRSDC for policy analysis, research and evaluation in relation to the entry and hiring of foreign workers to Canada or the IRPA.

The information you provide is administered under Part 4 of the DHRSD Act and the *Privacy Act*. You have the right to access and request correction of your personal information, which is described in Personal Information Bank PPU 440 of Info Source. Instructions for making formal requests are outlined in the Info Source publication available online at infosource.gc.ca.

Purpose of Application

Is this offer of employment being made to:

- ☒ fill a temporary position with no intention to support an application for permanent residency by the skilled worker?
- ☐ support a skilled trade workers application for permanent residency under the Federal Skilled Trades Program?
- ☐ support a skilled workers application for permanent residency with an arranged employment offer under the Federal Skilled Worker Program?

NOTE:

If for the Federal Skilled Trades Program, complete this form and ensure the Federal Skilled Trades Program section is also completed and signed by you and the other employer (if applicable) supporting the same job offer.

If for an arranged employment offer or a temporary position not related to the Federal Skilled Trades Program, complete this form (except the Federal Skilled Trades Program sections).

The Federal Skilled Trades Program and arranged employment offer under the Federal Skilled Worker Program are not applicable in the Province of Quebec.

EMPLOYER #1 INFORMATION

1. Employer ID # (if applicable) 413773		2. Canada Revenue Agency Business Number (First 9 digits are mandatory for Canadian Employers) 104855408RP0001		3. Employer Business Name Mac's Convenience Store Inc.	
4. Employer Legal Name Mac's Convenience Store		5. Employer Mailing Address #1013-7445 132 Street		6. City Surrey	7. Province/State British Columbia
8. Country Canada	9. Postal/Zip Code V3W 1J8	10. Business Telephone Number (604) 590-5352		11. Employer Business Address (if different than mailing address)	
12. City	13. Province/State	14. Postal/Zip Code	15. Country	16. Website Address www.macs.ca	
17. Date business started (yyyy-mm-dd) 196101-01		18. Describe the principal business activity: Convenience store.			
19. Primary Contact Name: First: Geoff Middle: Last: Higuchi			20. Job Title Senior Recruitment & Training Manager		
21. Contact Phone Number (604) 219-4710		22. Fax Number (604) 594-7708		23. E-mail geoff.higuchi@macs.ca	
24. Preferred Official Language of Correspondence <input checked="" type="checkbox"/> English <input type="checkbox"/> French		25. Number of Canadian/permanent resident employees at the work location covered by this LMO: 6			
26. Answer this question only if you employed a foreign worker in the last two years. Did you provide all foreign workers employed by you in the last two years with wages, working conditions and employment in an occupation that were substantially the same as those that were described in the job offer(s)? <input checked="" type="checkbox"/> Yes, I have provided all foreign workers employed by me in the last two years with substantially the same wages, working conditions, and occupation as described in the job offer(s). <input type="checkbox"/> No, I have not provided all foreign workers employed by me in the last two years with substantially the same wages, working conditions, and occupation as described in the job offer(s).					

27. If you are currently employing foreign workers, indicate the number employed at the work location covered by this LMO: 1			
28. Were any employees laid off in the past 12 months? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, how many? _____ Reason(s) for layoff(s) and occupations affected:			
29. Does your business receive support through any Government of Canada program (e.g. Work-Sharing Program)? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, name the program(s):			
* THIRD-PARTY INFORMATION (if applicable)			
30. Third-Party ID # (if applicable) 83502		31. Canada Revenue Agency Business Number 861112571RP0001	
32. Third-Party Business Name Overseas Career & Consulting Services			
33. Third-Party Legal Name Overseas Career & Consul		34. Third-Party Mailing Address #204 - 12830 80 Avenue	
35. City Surrey		36. Province/State British Columbia	
37. Country Canada		38. Postal/Zip Code V3W 3A8	
39. Third-party Business Address (if different than mailing address)			
40. City		41. Province/State	
42. Postal/Zip Code		43. Country	
44. Describe the main business activity Licensed Employment Agency, Consulting and Immigration Services (ICCRC Member).			
45. Third-Party Representative Authorized to Act on Behalf of the Employer First: Kuldeep Middle: Kumar Last: Bansal		46. Job Title Director	
47. Telephone Number (604) 572-7786 + 223		48. Fax Number (604) 572-6767	
49. E-mail Address overseas@telus.net			
50. Preferred Official Language of Correspondence <input checked="" type="checkbox"/> English <input type="checkbox"/> French			
NOTE: Third-party representatives are not authorized to act on behalf of an employer until the employer has completed, signed and submitted the "Appointment of Representative" section included in this form. HRSDC/Service Canada reserves the right to contact the employer directly if necessary.			
JOB OFFER INFORMATION			
If you are requesting a labour market opinion to fill multiple jobs for the identical position/occupation, provide the job offer information only once. However, if the job is for different positions/occupations, use a separate labour market opinion application form for each job offer.			
51. Job title Retail Store Supervisor		52. Is the job temporary with intent to permanent? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	
53. Number of foreign workers requested for this job offer (same wage, job description, location, etc) 2			
54. Expected Employment Duration _____ days _____ weeks _____ months <u>2</u> years <input checked="" type="checkbox"/> permanent (not applicable in Quebec)		55. Expected Employment Start Date (YYYY-MM-DD) 2013-07-28	
56. Work Address: Number and Street 205 Tranquille Rd		City Kamloops	Province BC
		Postal Code V2B 8J8	
57. Describe the Main Duties of the Job: Please see the attached sheet.			
58. Educational Requirements of the Job: <input type="checkbox"/> Doctorate/PhD <input type="checkbox"/> Doctor of Medicine <input type="checkbox"/> Masters Degree <input type="checkbox"/> Bachelor's degree <input type="checkbox"/> College level diploma/certificate <input type="checkbox"/> Apprenticeship diploma/certificate <input type="checkbox"/> Trade diploma/certificate <input checked="" type="checkbox"/> Secondary school <input type="checkbox"/> Vocational /school diploma or certificate <input type="checkbox"/> No formal education requirement Additional information:			

Job Description - Retail Store Supervisor

- Supervise and coordinate all staff members.
- Assign workers to duties, make schedules.
- Resolve customer complaints.
- Maintain specified inventory.
- Maintain records of stock, repairs, sales and wastage.
- Prepare and submit reports.
- Train staff in job duties, sanitation and safety procedures.

Sell Merchandise To Customer

59. Experience/Skills Requirements of the Job: (including occupational designations such as CA, CMA, CGA, RN, P.Eng.)
1-2 years of working experience is required.

60. Language requirements: indicate the language requirement needed for this job. If you indicate a language that the foreign worker does not have, the application for a work permit will be refused by Citizenship and Immigration Canada, even if the worker is suitable for the position.

Oral: ☒ English ☐ English or French
☐ French ☐ English and French
☐ Other ☐ None

Written: ☒ English ☐ English or French
☐ French ☐ English and French
☐ Other ☐ None

If the language required for the job is other than English and/or French, please identify the language requirement and provide an explanation:
Speak English, read English, write English.

61. Wage in Canadian Dollars and Number of Work Hours					Number of hours	Total number of	Total number of
per hour	per day	per month	per year	other	per day	hours per week	hours per month
\$ 17.31	\$ 129.83	\$ 2812.88	\$ 33,754.50	\$	7.50	37.50	162.50
Overtime rate of \$ 25.97 starts after 40.00 hours of work per week							

62. Is this employment seasonal?

☐ Yes ☒ No

63. Benefits:

☐ Disability insurance ☐ Extended medical insurance (i.e. prescription drugs, paramedical services, medical services and equipment, etc.)
☐ Dental insurance ☐ Pension

Vacation (if applicable):

Days: _____ (# of business days per year)
or
Remuneration: 4 _____ (% of gross salary)

64. Other benefits (specify):

None.

65. Are there any federal/provincial/territorial certification, licensing or registration requirements for this job?

☒ No

☐ Yes If yes, what is the name of the certifying/licensing/registering body?

Will the foreign worker have all required certification, licensing, or registration prior to entering and starting work in Canada?

☐ No If no, indicate the anticipated period of time to acquire all the required qualification(s) after starting work in Canada:

_____ days _____ weeks _____ months

☐ Yes If yes, the foreign worker must have proof that he/she already has all the required qualification(s).

Note: Securing the necessary documents to practice in Canada is the employer's and the worker's responsibility. CIC must be satisfied that the skilled worker is capable of performing the employment being offered to them. CIC will check to ensure the skilled worker holds the required certification, or licensing to practice in a regulated occupation in Canada. If the applicant is not certified or licensed, CIC will assess whether the applicant is likely to qualify for licensing/certification when in Canada.

66. Is the position part of a union?

☒ No

☐ Yes If yes, what is the name of the union and the local?

Has the union been consulted about the hiring of a foreign worker?

☐ No If no, please explain.

☐ Yes If yes, what is the position of the union? Provide details and attach documentation, if available.

<p>67. Have you attempted to recruit Canadian citizens/permanent residents for this job?</p> <p><input type="checkbox"/> No If no, please explain.</p> <p><input checked="" type="checkbox"/> Yes If yes, please provide details of your recruitment efforts and the results.</p> <p>(Provide copies of supporting documentation such as advertisements in local and national newspapers, recognized Internet job sites, job-specific and professional publications, recruitment drives, job fairs, etc.)</p> <p>In addition, if you advertised on the Job Bank (or the provincial/territorial equivalent), provide the order number: 71531</p>			
<p>68. What are the potential benefits to the Canadian labour market for offering this job to a foreign worker (s)?</p> <p> <input checked="" type="checkbox"/> Filling a labour shortage <input type="checkbox"/> Transfer of new skills or knowledge to Canadians/ permanent residents <input type="checkbox"/> Direct job creation or retention of Canadians/ permanent residents <input type="checkbox"/> Other </p> <p>Provide details: Will help employer to focus on the retention and recruitment of local workers; Enhance customer service skills of current staff by utilizing international retail experience/knowledge</p>			
<p>69. Provide a rationale for the job offer you are making to the foreign worker(s) and describe how this will meet your employment needs:</p> <p>After extensive recruitment efforts, we are unable to find local Canadians/PR's to fill this vacancy with our company. Our business is suffering due to a lack of workers. With recruitment of foreign workers for a temporary period of time, we can continue our efforts to hire local workers.</p>			
<p>70. Do you plan to train Canadians citizens/permanent residents for the position(s) for which you are requesting an LMO?</p> <p><input type="checkbox"/> No If no, please explain:</p> <p><input checked="" type="checkbox"/> Yes If yes, provide a brief description of the training plan.</p> <p>We will train Canadians/Permanent Residents, if we find any suitable candidate.</p>			
<p>FOREIGN WORKER INFORMATION</p>			
<p>If you are hiring more than one foreign worker, use separate sheets to identify each worker coming to work for you in Canada.</p> <p>If the foreign worker information is not available, leave this section blank.</p> <p>NOTE: After the positive LMO letter and annex have been issued, six months will be allocated to the:</p> <ul style="list-style-type: none"> • employer to provide HRSDC/Service Canada with the names of the foreign workers; and • Foreign workers to submit their applications for a work permit or a permanent resident visa in the case of a foreign worker applying under the Federal Skilled Trades Program or the Federal Skilled Worker Program to Citizenship and Immigration Canada. 			
<p>71. Surname (family name) as Shown on the Passport:</p> <p>Unnamed LMO</p>		<p>72. Given Name(s) as Shown on the Passport:</p>	
<p>73. Gender</p> <p><input type="checkbox"/> Male <input type="checkbox"/> Female</p>	<p>74. Date of Birth (yyyy-mm-dd)</p>	<p>75. Location of Residence Outside Canada:</p> <p>City _____ Country _____</p>	<p>76. Citizenship (s)</p>
<p>77. If the foreign worker is currently in Canada, please indicate his/her location (City and Province) and immigration status:</p> <p>City: _____ Province: _____</p> <p> <input type="checkbox"/> Visitor <input type="checkbox"/> Temporary foreign worker <input type="checkbox"/> Refugee claimant <input type="checkbox"/> Student </p>			
<p>FILM AND ENTERTAINMENT REQUEST ONLY</p>			
<p>78. Name of the production</p>		<p>79. Total number of people involved in the production:</p>	
<p>80. Type of Production</p> <p style="text-align: center; font-size: 2em;">N/A</p>			
<p>81. A copy of the contract between the employer and the foreign entertainer must be included with this application form, except for film and TV requests.</p> <p>Is the contract included with application? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, please explain.</p>			

DECLARATION OF EMPLOYER #1

I am an unincorporated employer, sole proprietor or partnership.

☐ Yes ☒ No

If you answered "YES" to the above:

I understand that some provinces and territories operate, pursuant to agreements with the federal Department of Citizenship and Immigration, provincial nominee programs. I hereby consent to HRSDC providing the personal information contained in this request for a Labour Market Opinion to the provincial/territorial government(s) of the province(s) or territory(ies) where I carry on business to be used by the province(s) or territory(ies) for the administration of their Provincial Nominee Programs.

☐ Yes

☐ No

Check each box to declare that you comply (or will comply) with the statements below:

- ☒ I will provide the foreign worker(s) I hire with the wages, working conditions and employment in an occupation that are substantially the same as those described in the positive Labour Market Opinion letter and annex.
- ☒ I will immediately inform Service Canada of any subsequent changes related to the foreign workers' terms and conditions of employment, as described in the positive Labour Market Opinion letter and annex.
- ☒ I am compliant with, and agree to continue to abide by the relevant federal/provincial/territorial laws that regulate employment in the occupation specified and, if applicable, the terms and conditions of any collective agreement in place. I recognize that any terms and conditions of the attached offer of employment are considered null and void if they are less favourable to the foreign worker than the standards stipulated in the relevant Labour Standards Act.
- ☒ I am compliant with, and agree to continue to abide by federal/provincial/territorial legislation related to the foreign worker's recruitment applicable in the jurisdiction where the job is located. I declare that all recruitment done or that will be done on my behalf by a third-party, was or will be done in compliance with federal/provincial/territorial laws governing recruitment. I am aware that I will be held responsible for the actions of any person recruiting foreign workers on my behalf.
- ☒ There is no ongoing or pending labour dispute at my business, and I will inform Service Canada in the case that one should develop.

SIGNATURE OF EMPLOYER #1

For applications relating to an arranged employment offer under the Federal Skilled Worker Program, please complete the following:

I, Geoff Higuchi commit to hire the foreign national(s) covered by this application on a permanent basis as per the job offer described above upon issuance of permanent resident visa(s).

I have read and I understand the Personal Information Collection Statement found at the beginning of this application. I declare that the information provided in this application is true and accurate.

Signature of Employer #1

Geoff Higuchi

Printed Name of Employer #1

Senior Recruitment & Training Manager

2013-06-28

Date (YYYY-MM-DD)

Title of Employer #1

SIGNATURE OF THIRD-PARTY (if applicable)

I certify that the information provided in this application is true and accurate to the best of my knowledge.

Signature of Third-Party Representative

Kuldeep Kumar Bansal

Printed Name of Third-Party Representative

Director

2013-06-28

Date (YYYY-MM-DD)

Title of Third-Party Representative

INFORMATION FOR EMPLOYERS

For applications relating to a temporary job offer with no intention to support an application for permanent residency: Employers must complete, sign, send the completed application and attached required documents to the Service Canada Centre responsible for processing applications for labour market opinions. The list of appropriate centres is available on HRSDC's website at:

http://hrsd.gc.ca/eng/workplaceskills/foreign_workers/listhrcc.shtml

For applications relating to an arranged employment offer under the Federal Skilled Worker Program: Employers must complete, sign, send the completed application and attached required documents to:

Service Canada Centre
Temporary Foreign Worker Program
Centre of Specialization
1 Agar Place, PO Box 7000
Saint John, NB E2L 4V4
Fax: 1-866-585-7524 (toll free)

FEDERAL SKILLED TRADES PROGRAM REQUEST ONLY

If the job offer is to support a skilled trade worker application for a permanent resident visa under the Federal Skilled Trades Program, Employer #1 (and Employer #2 if applicable) must also complete and sign this section.

NOTE:

The Federal Skilled Trades Program is not applicable in the Province of Quebec

FEDERAL SKILLED TRADES PROGRAM REQUEST ONLY
EMPLOYER # 1 INFORMATION

82. Is the offer of employment for continuous full-time work of at least 30 hours of work over a period of one week? ☐ Yes ☐ No (If no, please explain)

83. Was the third-party identified in this application involved in the recruitment of the foreign worker(s)? ☐ Yes ☐ No

84. Were other parties involved in the recruitment of the foreign worker(s)? ☐ No ☐ Yes If yes, please provide the business names and contact information:

85. List any type of payment the employer, its third-party representative or recruiter may have received in connection with the job offer or for obtaining a labour market opinion:

N/A

86. Is this application made jointly with another employer that will also employ the foreign worker for a portion of the employment duration indicated in Box 54 and as per the information described under the JOB OFFER INFORMATION section?

☐ Yes ☐ No If YES, the second employer must fill the following EMPLOYER #2 INFORMATION:

FEDERAL SKILLED TRADES PROGRAM REQUEST ONLY
EMPLOYER #2 INFORMATION (if applicable)

1. Employer ID # (if applicable)		2. Canada Revenue Agency Business Number (First 9 digits are mandatory for Canadian Employers)		3. Employer Business Name	
4. Employer Legal Name		5. Employer Mailing Address		6. City	7. Province/State
8. Country	9. Postal/Zip Code	10. Business Telephone Number		11. Employer Business Address (if different than mailing address)	
12. City	13. Province/State	14. Postal/Zip Code	15. Country	16. Website Address	
17. Date business started (yyyy-mm-dd)		18. Describe the principal business activity:			
19. Primary Contact Name: First Middle Last			20. Job Title		
21. Contact Phone Number		Ext.	22. Fax Number		23. E-mail
24. Preferred Official Language of Correspondence <input type="checkbox"/> English <input type="checkbox"/> French			25. Number of Canadian/permanent resident employees at the work location covered by this LMO:		
26. Answer this question only if you employed a foreign worker in the last two years. Did you provide all foreign workers employed by you in the last two years with wages, working conditions and employment in an occupation that were substantially the same as those that were described in the job offer(s)? <input type="checkbox"/> Yes, I have provided all foreign workers employed by me in the last two years with substantially the same wages, working conditions, and occupation as described in the job offer(s). <input type="checkbox"/> No, I have not provided all foreign workers employed by me in the last two years with substantially the same wages, working conditions, and occupation as described in the job offer(s).					

27. If you are currently employing foreign workers, indicate the number employed at the work location covered by this LMO:	
28. Were any employees laid off in the past 12 months? <input type="checkbox"/> No <input type="checkbox"/> Yes	If yes, how many? _____
Reason(s) for layoff(s) and occupations affected:	
29. Does your business receive support through any Government of Canada program (e.g. Work-Sharing Program)? <input type="checkbox"/> No <input type="checkbox"/> Yes If yes, name the program(s):	
30. Is the job offer for at least 30 hours of continuous full-time work over a period of one week? <input type="checkbox"/> Yes <input type="checkbox"/> No No, explain	
31. Was the third-party identified in this application involved in the recruitment of the foreign worker(s)? <input type="checkbox"/> Yes <input type="checkbox"/> No	
32. Were other third-parties involved in the recruitment of the foreign worker(s)? <input type="checkbox"/> No <input type="checkbox"/> Yes If yes, provide the business names and contact information:	
33. List any type of payment the employer, its third-party representative or recruiter may have received in connection with the job offer or for obtaining a labour market opinion:	
FEDERAL SKILLED TRADES PROGRAM REQUEST ONLY	
DECLARATION OF EMPLOYER # 2 (if applicable)	
I am an unincorporated employer, sole proprietor or partnership. <input type="checkbox"/> Yes <input type="checkbox"/> No	
If you answered "YES" to the above:	
I understand that some provinces and territories operate, pursuant to agreements with the federal Department of Citizenship and Immigration, provincial nominee programs. I hereby consent to HRSDC providing the personal information contained in this request for a Labour Market Opinion to the provincial/territorial government(s) of the province(s) or territory(ies) where I carry on business to be used by the province(s) or territory(ies) for the administration of their Provincial Nominee Programs.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>Check each box to declare that you comply (or will comply) with the statements below:</p> <p><input type="checkbox"/> I will provide the foreign worker(s) I hire with the wages, working conditions and employment in an occupation that are substantially the same as those described in the positive Labour Market Opinion letter and annex.</p> <p><input type="checkbox"/> I will immediately inform Service Canada of any subsequent changes related to the foreign workers' terms and conditions of employment, as described in the positive Labour Market Opinion letter and annex.</p> <p><input type="checkbox"/> I am compliant with, and agree to continue to abide by the relevant federal/provincial/territorial laws that regulate employment in the occupation specified and, if applicable, the terms and conditions of any collective agreement in place. I recognize that any terms and conditions of the attached offer of employment are considered null and void if they are less favourable to the foreign worker than the standards stipulated in the relevant Labour Standards Act.</p> <p><input type="checkbox"/> I am compliant with, and agree to continue to abide by federal/provincial/territorial legislation related to the foreign worker's recruitment applicable in the jurisdiction where the job is located. I declare that all recruitment done or that will be done on my behalf by a third-party, was or will be done in compliance with federal/provincial/territorial laws governing recruitment. I am aware that I will be held responsible for the actions of any person recruiting foreign workers on my behalf.</p> <p><input type="checkbox"/> There is no ongoing or pending labour dispute at my business, and I will inform Service Canada in the case that one should develop.</p>	
FEDERAL SKILLED TRADES PROGRAM REQUEST ONLY	
SIGNATURE OF EMPLOYER #2 (if applicable)	
I have read and I understand the Personal Information Collection Statement found at the beginning of this application. I declare that the information provided in this application is true and accurate.	
Signature of Employer #2	Printed Name of Employer #2
Title of Employer #2	Date (YYYY-MM-DD)

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FEDERAL SKILLED TRADES PROGRAM REQUEST ONLY EMPLOYER(S) STATEMENT RELATING TO A JOINT JOB OFFER	
You must check the box to declare that you will comply with the statement: <input type="checkbox"/> I commit to hire the foreign worker(s) on a full-time basis for a total period of at least one year as described in the job offer.	
Signature of Employer #1	Printed Name of Employer #1
Title of Employer #1	Date (YYYY-MM-DD)
In case of a joint job offer, you (Employer # 2), must check the box to declare that you will comply with the statement: <input type="checkbox"/> I (Employer # 2) commit to hire the foreign worker(s) on a full-time basis for a total period of at least one year as described in the job offer.	
Signature of Employer #2	Printed Name of Employer #2
Title of Employer #2	Date (YYYY-MM-DD)
FEDERAL SKILLED TRADES PROGRAM REQUEST ONLY INFORMATION FOR EMPLOYERS	
IMPORTANT - Applications relating to the Federal Skilled Trades Program: Employers making a job offer to support a worker's application for permanent resident visa under the Federal Skilled Trades Program (FSTP), must complete and sign this labour market opinion application form as well as the FSTP sections before sending them to: Service Canada Temporary Foreign Worker - Centre of Specialization 1 Agar Place, PO Box 7000 Saint John, NB E2L 4V4 Fax: 1-866-585-7524 (toll free)	

APPOINTMENT OF REPRESENTATIVE

To Human Resources and Skills Development Canada (HRSDC/Service Canada):

FOR THE PURPOSE OF A FOREIGN WORKER APPLICATION (Labour Market Opinion).

I, Geoff Higuchi, located at
(name of employer)

#1013-7445 132 Street, Surrey, BC, V3W 1J8

(full address)

Telephone Number: (604) 590-5352

Fax Number: (604) 594-7708

hereby appoint Kuldeep Kumar Bansal
(name of representative and business name)

of Overseas Career & Consulting Services Ltd.

#204-12830 80 Avenue, Surrey, BC, V3W 3A8

(full address)

Telephone Number: (604) 572-7786

Fax Number: (604) 572-6767

as my representative to act on my behalf in order to obtain from HRSDC/Service Canada a labour market opinion relating to

Unnamed LMO

(name of individual to whom employment has been offered)

I, hereby, agree to ratify and confirm all that my representative shall do or cause to be done by virtue of this appointment.

This appointment shall remain in full force and effect only for the processing of this application, unless due notice in writing of its revocation has been given to HRSDC/Service Canada.

[Signature] Geoff Higuchi
(signature of employer) (print name of employer)

2013-06-28

date (YYYY-MM-DD)

[Signature] Cynthia Hixak
(signature of witness) (print name of witness)

Personal information is administered in accordance with the Privacy Act. It will be retained in Personal Information Bank HRDC PPU 440. Individuals have the right to access their personal information. For instructions, please consult the government publication *Info Source* found in Service Canada Centres and available at the following address: infosource.gc.ca.

Documentation required in reference to the purpose of application			
Check the boxes to indicate that the required documents are included with the application and being provided (by each employer in the case of a joint application under the Federal Skilled Trades Program). If a required document is not attached, please explain:			
Documentation Required	Federal Skilled Trades Program Application	Federal Skilled Worker Program Application (arranged employment)	Application for other positions
Job offer (signed by the employer and the foreign worker)	<input type="checkbox"/>	<input type="checkbox"/>	
Proof of recruitment (e.g. copy of advertisement and information to support where, when and for how long the position was advertised)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Business registration or legal incorporation documents (if first LMO application)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Provincial/municipal business license (where applicable and if first LMO application)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Canada Revenue Agency - PD7A Statement of Account for Current Source Deductions (for the 12-month period preceding the application)	<input type="checkbox"/>	<input type="checkbox"/>	
Canada Revenue Agency - T4 Summary of Remuneration Paid (most current year ending)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Applications for other positions - only required for positions located in Quebec and only if this is the employer's first application for an LMO. Does not apply to film and entertainment.			
Canada Revenue Agency - Schedules 100 and 125 T2 Corporation Income Tax Return (for corporations only - two most recent returns filed).		<input type="checkbox"/>	<input type="checkbox"/>
Applications for other positions - only required for positions located in Quebec and only if this is the employer's first LMO application. Does not apply to film and entertainment			
Canada Revenue Agency - T2125 Statement of Business or Professional Activities (for sole proprietorships/partnerships - two most recent returns filed)		<input type="checkbox"/>	<input type="checkbox"/>
Applications for other positions - only required for positions located in Quebec and only if this is the employer's first LMO application. Does not apply to film and entertainment			
Provincial/territorial workplace safety and insurance (e.g. workers compensation board) clearance letter/certificate		<input type="checkbox"/>	
Commercial lease agreement (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>	
Film and Entertainment - copy of employment contract (except film and TV)			<input type="checkbox"/>
Annex to the Appointment of Representative Form (HRSDC EMP 5520) for employers using a third-party representative.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Provincial documentation requirements (for the provinces noted below): MANITOBA - Certificate of Registration (<i>Manitoba's Worker Recruitment and Protection Act</i>) ALBERTA - Employment Agency Business Licence (<i>Alberta's Fair Trading Act</i>) if applicable BRITISH COLUMBIA - Employment Agency License (<i>British Columbia's Employment Standards Act</i>) if applicable	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



ANNEX TO THE APPOINTMENT OF REPRESENTATIVE FORM

For the purpose of labour market opinion or arranged employment opinion applications, when appointing a third party representative all employers **MUST** complete and submit this annex. According to subsection 91(2) of the *Immigration and Refugee Protection Act (IRPA)*, Human Resources and Skills Development Canada (HRSDC) and Citizenship and Immigration Canada (CIC) will only conduct business with representatives who have been authorized. The types of authorized representatives are listed on CIC's Web site at: www.cic.gc.ca.

REPRESENTATIVE INFORMATION		
Surname (family name): Bansal	Given name(s): Kuldeep Kumar	Business name (if applicable): Overseas Career and Consulting
Indicate which one of the following applies to the representative (choose one)		
The representative is UNPAID and:		
<input type="checkbox"/> a family member or a friend <input type="checkbox"/> a member of a non-governmental or a religious organization <input type="checkbox"/> a member in good standing of the Immigration Consultants of Canada Regulatory Council (ICCRC), a provincial or territorial law society or the <i>Chambre des notaires du Québec</i> <input type="checkbox"/> other (please describe): _____		
The representative is, has been, or will be PAID and:		
<input checked="" type="checkbox"/> a member in good standing with the ICCRC MEMBERSHIP ID: <u>R407527</u>		
<input type="checkbox"/> a member in good standing with a Canadian law society PROVINCE/TERRITORY: _____ MEMBERSHIP ID: _____		
<input type="checkbox"/> a member in good standing with the <i>Chambre des notaires du Québec</i> MEMBERSHIP ID: _____		
<input type="checkbox"/> other (please describe): _____		
DECLARATION		
I DECLARE THAT THE ABOVE INFORMATION IS TRUTHFUL, COMPLETE AND CORRECT.		
Signature of representative 2013-06-28 Date (YYYY-MM-DD)	<u>Kuldeep Kumar Bansal</u> Printed name of representative	
Signature of employer 2013-06-28 Date (YYYY-MM-DD)	<u>Geoff Higuchi</u> Printed name of employer	

Personal information is administered in accordance with the *Privacy Act*. It will be retained in a Personal Information Bank HRDC PPU 440. Individuals have the right to access their personal information. For instructions, please consult the government publication *Info Source* found in Service Canada Centres and available at the following address: www.infosource.gc.ca.

This is Exhibit "J" referred to in the
affidavit of GEOFF HIGUCHI
made before me on this 10th
day of OCTOBER 20 16

.....
A Commissioner for taking
Affidavits for British Columbia



Human Resources and
Skills Development Canada

Ressources humaines et
Développement des compétences Canada

Please Print

PROTECTED WHEN COMPLETED - B

LABOUR MARKET OPINION APPLICATION FOR LOWER-SKILLED OCCUPATIONS

Personal Information Collection Statement

The information you provide on this request for a Labour Market Opinion (LMO) form is collected by Human Resources and Skills Development Canada (HRSDC) under the authority of the Immigration and Refugee Protection Act and Regulations, for the purpose of providing a Labour Market Opinion (LMO) in accordance with these statutes. Completion is voluntary; however, failure to complete this form will result in your request for an LMO not being processed.

The information you provide may be shared with Citizenship and Immigration Canada (CIC) for the administration and enforcement of the *Immigration and Refugee Protection Act (IRPA)* and *Regulations (IRPR)* as permitted by the *Department of Human Resources and Skills Development Act (DHRSD Act)*, and may be accessed by the Canada Border Services Agency (CBSA) for the purpose of issuing work permits at Ports of Entry. HRSDC may also provide information to CBSA in order for that agency to investigate and enforce the *IRPA* and *IRPR* in relation to an LMO.

The information may also be shared with Provincial/Territorial governments for the purpose of administration and enforcement of provincial/territorial legislation, including employment standards and occupational health and safety legislation, as permitted by the *DHRSD Act*. The information may also be used by HRSDC for policy analysis, research and evaluation in relation to the entry and hiring of foreign workers to Canada or the *IRPA*.

The information you provide is administered under Part 4 of the *DHRSD Act* and the *Privacy Act*. You have the right to access and request correction of your personal information, which is described in Personal Information Bank PPU 440 of Info Source. Instructions for making formal requests are outlined in the Info Source publication available online at infosource.gc.ca.

EMPLOYER INFORMATION				
1. Employer ID # (if applicable) 413773		2. Canada Revenue Agency Business Number (First 9 digits are mandatory for Canadian Employers) 104855408RP0002		3. Employer Business Name Mac's Convenience Store Inc.
4. Employer Legal Name Mac's Convenience Store		5. Employer Mailing Address #1013 - 7445 132 Street		6. City Surrey
				7. Province/State BC
8. Country Canada	9. Postal/Zip Code V3W 1J8	10. Business Telephone Number 604-590-5352		11. Employer Business Address (if different than mailing address)
12. City	13. Province/State	14. Postal/Zip Code	15. Country	16. Website Address www.macs.ca
17. Date Business Started (yyyy-mm-dd) 1961-01-01		18. Describe the main business activity: Convenience Store.		
19. Primary Contact Name: First Geoff		Middle	Last Higuchi	20. Job Title Senior Recruitment & Training Manager
21. Telephone Number + extension if applicable 604-219-4710		22. Fax Number 604-594-7708		23. E-mail Address geoff.higuchi@macs.ca
24. Preferred Official Language of Correspondence <input checked="" type="checkbox"/> English <input type="checkbox"/> French		25. Number of Canadians citizens/permanent residents employed at the location of employment covered by this LMO: 6		
26. Only answer this question if you employed a foreign worker in the last two years. Did you provide all foreign workers employed by you in the last two years with wages, working conditions and employment in an occupation that were substantially the same as those that were described in the job offer(s)? <input checked="" type="checkbox"/> Yes, I have provided all foreign workers employed by me in the last two years with substantially the same wages, working conditions, and occupation as described in the job offer(s). <input type="checkbox"/> No, I have not provided all foreign workers employed by me in the last two years with substantially the same wages, working conditions, and occupation as described in the job offer(s).				
27. If you are currently employing foreign workers, please indicate the number employed at the location of employment covered by this LMO: 1				
28. Were any employees laid off in the past 12 months? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, how many? Reason(s) for layoff(s) and occupations affected:				
29. Does your business receive support through any Government of Canada program (e.g. Work-Sharing Program)? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, name the program(s):				

Aussi disponible en français

Canada

* THIRD PARTY INFORMATION (if applicable)				
30. Third Party ID # (if applicable) 83502		31. Canada Revenue Agency Business Number 861112571		32. Third Party Business Name Overseas Career & Consulting Services
33. Third Party Legal Name Overseas career & Consul		34. Third Party Mailing Address #204-12830 80th Avenue		35. City Surrey
				36. Province/State BC
37. Country Canada	38. Postal/Zip Code V3W 3A8	39. Third Party Business Address (if different than mailing address)		
40. City	41. Province/State	42. Postal/Zip Code	43. Country	
44. Describe the main business activity: Licensed Employment Agency, Consulting and Immigration Services (ICCRC Member)				
45. Third Party Representative Authorized to Act on Behalf of the Employer First: Kuldeep Middle: Kumar Last: Bansal			46. Job Title Director	
47. Contact Telephone Number + extension if applicable 604-572-7786		48. Fax Number 604-572-6767		49. E-mail Address overseas@telus.net
50. Preferred Official Language of Correspondence <input checked="" type="checkbox"/> English <input type="checkbox"/> French				
* If you are a third party representative acting on behalf of an employer, written authorization from the employer to act on his/her behalf is required. Employers who wish to have third party representation must fill out and sign the "Appointment of Representative" page attached to this form and submit it with this application. HRSDC/Service Canada reserves the right to contact the employer directly if necessary.				
JOB OFFER INFORMATION				
Use a separate sheet for each additional job offer. If you are requesting a Labour Market Opinion for identical job offers, provide the information only once.				
51. Job title Cashiers (NOC: 6611)			52. Number of foreign workers requested for this job offer (same wage, job description, location, etc): 4	
53. Expected Employment Duration 0 days 0 weeks 0 months 2 years		54. Expected Employment Start Date (YYYY-MM-DD) 2013-07-28		
55. Work Address: Number and Street 205 Tranquille Rd		City Kamloops	Province BC	Postal Code V2B 8J8
56. Describe the Main Duties of the Job: Please see the attached sheet.				
57. Educational Requirements of the Job: <input type="checkbox"/> Secondary school diploma <input type="checkbox"/> Vocational /school diploma or certificate <input checked="" type="checkbox"/> No formal education requirement				
Additional information:				



C A R

Position: Customer Service Representative
Company: Mac's Convenience Stores Inc.
Department: Operations
Reports To: Store Manager

SUMMARY

The CSR (Customer Service Representative) is a non-exempt (hourly) employee who reports to the Store Manager.

KEY RESPONSIBILITIES & ACCOUNTABILITIES

- Provides prompt, courteous customer service.
- Ring up all sales on cash register properly and accurately, handling money, checks, and other types of payment received for products sold.
- Performs multi-function operation of fuel console, lottery machine, money order machine, telecom transactions, etc.
- Performs multi-function and cleaning duties necessary to maintain store cleanliness inside and out; basic upkeep and cleaning of all equipment at store.
- Inspect store facilities and equipment for safety, cleanliness, and proper working order.
- Contacts maintenance for repair when needed.
- Receives and verifies vendor deliveries.
- Controls merchandise, cash shortages, and other selling expenses.
- Assists in maintaining proper inventory levels and shift audits.
- Assists new applicants with application process.
- Performs all duties with minimal supervision.
- Attends job-related meetings (may be required to work irregular hours).
- Performs other duties as assigned by the Store Manager.

CONDITIONS

- Perform approximately 95% of all work indoors, but will be required to work outside to clean parking lots, gas pumps, take out garbage, etc.
- Exposure to extreme cold temperatures while performing occasional work in a walk in cooler and/or freezer.
- Exposure to occasional noise.
- Work with a minimum direction and periodic supervision.

PHYSICAL FUNCTIONS

- Ability to stand and/or walk for up to 8 hours.
- Ability to occasionally lift and/or carry up to 30 pounds from ground to overhead up to 30 minutes of workday (i.e., assisting in stocking/maintaining inventory levels).
- Ability to occasionally lift and/or carry up to 60 pounds from ground to waist level (i.e., to replenish fountain syrups).
- Ability to push/pull with arms up to a force of 20 pounds (i.e., utilizing a hand-truck).
- Ability to bend at waist with some twisting up to one hour of workday.
- Ability to grasp, reach and manipulate objects with hands up to all day. (This handwork requires eye-hand coordination, and may require climbing a ladder to store and retrieve materials or place and remove signs).

THE ABOVE STATEMENTS REFLECT THE GENERAL QUALIFICATIONS/DUTIES AND/OR RESPONSIBILITIES NECESSARY TO IDENTIFY THE JOB AND ARE NOT NECESSARILY INTENDED TO SET FORTH ALL OF THE SPECIFIC REQUIREMENTS OF THE JOB.

PROFILE REQUIREMENTS

- High School diploma or GED preferred.
- Experience in retail sales preferred.
- Ability to perform essential duties and physical functions described above.
- Ability to work with the equipment, tools and materials listed above.
- Ability to work as scheduled and arrive to work on time.
- Ability to communicate (orally and in writing) in English.
- Ability to perform the four (4) basic arithmetic operations (add, subtract, multiply and divide).

58. Experience/Skills Requirements of the Job:

On the job training will be provided.

59. Language requirements: Indicate the language requirement needed for this job. If you indicate a language that the foreign worker does not speak, the application will be refused by Citizenship and Immigration Canada (CIC), even if the worker is suitable for the position.

Oral: ☒ English ☐ English or French
☐ French ☐ English and French
☐ Other ☐ None

Written: ☒ English ☐ English or French
☐ French ☐ English and French
☐ Other ☐ None

If the language required for the job is other than English and/or French, please identify the language requirement and provide an explanation:

Functional English is required.

60. Wage in Canadian Dollars and Number of Work Hours

per hour	per day	per month	per year	other	Number of hours per day	Total number of hours per week	Total number of hours per month
\$ 10.25	\$ 76.88	\$ 1,665.63	\$ 19,987.50	\$	7.50	37.50	162.50

Overtime hours rate of \$ 15.38 starts after 40.00 hours of work per week.

61. Benefits:

☐ Disability insurance ☐ Extended medical insurance (i.e. prescription drugs, paramedical services, medical services and equipment, ...)
☐ Dental insurance ☐ Pension

Vacation (if applicable):

Days: _____ (# of business days per year)
 or
 Remuneration: 4 _____ (% of gross salary)

62. Other benefits (specify): None.

63. Are there any federal/provincial/territorial certification, licensing or registration requirements for this job?

☒ No

☐ Yes If yes, what is the name of the certifying/licensing/registering body?

Will the foreign worker have all required certification, licensing, or registration prior to entering and starting work in Canada?

☐ No If no, please indicate the anticipated period of time to acquire all the required credential(s) after starting work in Canada:

_____ days _____ weeks _____ months

☐ Yes If yes, the foreign worker must have proof that he/she already has all the required credential(s).

Please note: When processing a work permit application, Citizenship and Immigration Canada (CIC) will verify whether the foreign worker requires certification, licensing or registration. If the foreign worker does not meet these requirements prior to entering and starting work in Canada, then CIC will verify that arrangements have been made to this end.

64. Is the position part of a union?

☒ No ☐ Yes If yes, what is the name of the union and the local?

Has the union been consulted about the hiring of a foreign worker?

☐ No If no, please explain.

☐ Yes If yes, what is the position of the union? Provide details. Attach documentation, if available:

65. Have you attempted to recruit Canadian citizens/permanent residents for this job?

☐ No If no, please explain:

☒ Yes If yes, please provide details of your recruitment efforts and the results.

(Attach supporting documentation such as advertisements in local and national newspapers, recognized Internet job sites, job-specific and professional publications, recruitment drives, job faires, etc.)

If you posted on Job Bank (or the equivalent in some provinces) please provide, in addition to supporting documents, the order number:

71525

66. What are the potential benefits to the Canadian labour market for offering this job to a foreign worker (s)?

☒ Filling a labour shortage ☐ Transfer of new skills or knowledge to Canadian citizens/permanent residents ☐ Direct job creation or retention of Canadian citizens/permanent residents ☐ Other

Provide details:

To fill a vacant position on a temporary basis while searching for local candidates.

67. Provide a rationale for the job offer you are making to the foreign worker(s) and describe how this will meet your employment needs:

After extensive recruitment efforts, we are unable to find local Canadians/PR's to fill this vacancy with our company. Our business is suffering due to a lack of workers. With recruitment of foreign workers for a temporary period, we can continue our efforts to hire local workers.

68. Do you plan to train Canadians citizens/permanent residents for the position(s) for which you are requesting an LMO?

☐ No If no, please explain:

☒ Yes If yes, provide a brief description of the training plan:

We will train Canadians/Permanent Residents, if we find any suitable candidate.

69. Will you provide the foreign worker with suitable and affordable accommodation?

☒ No, but I will assist by doing the following:

Finding accommodation which is affordable and located close to our office, as well as other facilities such as grocery stores, medical care, public transport, etc.

☐ Yes If yes, please indicate the rent : CAD\$ _____ per ☐ week or ☐ Per month and describe the type of accommodation:

FOREIGN WORKER INFORMATION

Please provide information on a separate sheet for each foreign worker coming to Canada. If you have not yet identified the foreign worker, leave this section blank. NOTE: you will have six months, from the date the labour market opinion confirmation letter is issued, to provide HRSDC/Service Canada with the names of the foreign workers you intend to hire, and for the workers to submit their applications for a work permit to CIC.

70. Foreign Worker Surname (family name) as Shown on the Passport
Unnamed LMO

71. Foreign Worker Given Name(s) as Shown on the Passport

72. Gender

☐ Male ☒ Female

73. Date of Birth (yyyy-mm-dd)

75. Location of Residence Outside Canada:

City Country

76. Citizenship(s)

77. If the foreign worker is currently in Canada, please indicate his/her location (City and Province) and immigration status:

City:

Province:

☐ Visitor

☒ Temporary Foreign Worker

☐ Refugee Claimant

☐ Student

DECLARATION OF EMPLOYER

I am an unincorporated employer, sole proprietor or partnership.

☐ Yes ☒ No

If you answered "YES" to the above:

I understand that some provinces and territories operate, pursuant to agreements with the federal Department of Citizenship and Immigration, provincial nominee programs. I hereby consent to HRSDC providing the personal information contained in this request for a Labour Market Opinion to the provincial/territorial government(s) of the province(s) or territory(ies) where I carry on business to be used by the province(s) or territory(ies) for the administration of their Provincial Nominee Programs

☐ Yes

☐ No

Agreement to Participate in the Monitoring Initiative

(The Initiative does not apply to employers seeking foreign workers to fill job offers located in Quebec.)

☒ I have read and understand the Monitoring Initiative Fact Sheet and agree to participate in the Initiative.

☐ I have read and understand the Monitoring Initiative Fact Sheet and do NOT agree to participate in the Initiative.

Check each box to declare that you comply (or will comply) with the statements below:

☒ I will provide the foreign worker(s) I employ with the wages, working conditions and employment in an occupation that are substantially the same as those described in the positive Labour Market Opinion letter and annex, and the employment contract.

☒ I have signed and enclosed a copy of the employment contract for the job offer indicated in the attached LMO application. The employment contract meets all the program requirements of the Stream for Lower Skill Occupations (NOC C and D). The terms and conditions of the contract, including the wages, working conditions, job duties and any benefits are (or will be adjusted to be) the same as those described in the positive Labour Market Opinion letter and annex.

☒ I will forward a copy of this contract signed by me, together with the positive Labour Market Opinion letter and annex, to the foreign worker. I will ensure that the foreign worker has signed the contract once he/she arrives and I will provide a copy of the jointly-signed contract to the foreign worker. I will also retain a copy of this signed contract, which Service Canada may request during an employer compliance review in accordance with the Immigration and Refugee Protection Regulations.

☒ I will pay all recruitment costs related to the hiring of the foreign worker and will not recoup, directly or indirectly, any of these costs from the worker.

☒ I will pay full transportation costs for the foreign worker to travel from his/her country of residence to the location of work in Canada and for the return to the country of residence. In the event that the foreign worker is already in Canada, I will pay full transportation costs from his/her residence in Canada to the location of work in Canada, and for the return to the country of residence. I will not recoup, directly or indirectly, any of these costs from the foreign worker.

☒ I will provide the foreign worker with medical coverage, at least equivalent to provincial/territorial health care coverage, until he/she is eligible for provincial/territorial health care insurance coverage (where applicable).

☒ I agree to review and adjust, when applicable, the foreign worker's wages after 12 months of employment to ensure he/she continues to receive the prevailing wage rate of the occupation and region where he/she is employed.

☒ I will immediately inform Service Canada of any subsequent changes related to the foreign workers' terms and conditions of employment, as described in the positive Labour Market Opinion letter and annex, and the employment contract.

☒ I am in good standing with the applicable workers' compensation program and I will register the foreign worker under the appropriate provincial/territorial workers' compensation / workplace safety insurance plans, where available, or purchase a personal for free, on-the-job-injury or illness insurance that provides the foreign worker with a protection equivalent to the one offered by the applicable provincial/territorial law.

☒ I am compliant with, and agree to continue to abide by the relevant federal/provincial/territorial laws that regulate employment in the occupation specified and, if applicable, the terms and conditions of any collective agreement in place. I recognize that any terms and conditions of the attached offer of employment are considered null and void if they are less favourable to the foreign worker than the standards stipulated in the relevant Labour Standards Act.

☒ I am compliant with, and agree to continue to abide by federal/provincial/territorial legislation related to the foreign worker's recruitment applicable in the jurisdiction where the job is located. I declare that all recruitment done or that will be done on my behalf by a third party, was or will be done in compliance with federal/provincial/territorial laws governing recruitment. I am aware that I will be held responsible for the actions of any person recruiting foreign workers on my behalf.

- ☒ There is no ongoing or pending labour dispute at my business, and I will inform Service Canada staff in the case that one should develop.
- ☒ I am actively engaged in an operating and functioning business located in Canada, or that will be undertaking work located in Canada, and will be providing a good or service related to the job offer made to the foreign national(s) in this application.
- ☒ I have a reasonable need to fill a vacant or new position and I am offering the foreign worker(s) the position(s), job descriptions and duties that are related directly to my main business activities.
- ☒ I can demonstrate that my business is able to fulfil the terms and conditions related to the employment of the foreign worker(s), the subject of this application, for the duration of employment indicated in this application. The job offered is for full time employment (a minimum of 30 hours per week), is consistent with the job description provided with this application and meets acceptable employment standards.
- ☒ I am aware of and I will comply with the published prevailing wage requirements set by HRSDC on its website. I can provide documentation that clearly demonstrates that the wage being paid to a foreign worker in the same occupation and in the same location meets the requirements set by HRSDC.
- ☒ I am aware of the minimum employment standards set out by the applicable employment standards legislation for the occupation and location where the position is located, and I will provide the foreign worker(s) with working conditions that meet or exceed those standards.
- ☒ I am aware of and I have complied with the published recruitment and advertising requirements set by HRSDC. I can provide the proof of the recruitment efforts made if requested by Service Canada.

SIGNATURE OF EMPLOYER

I have read and I understand the Personal Information Collection Statement found at the beginning of this application.
I declare that the information provided in this application is true and accurate.

Signature of Employer

Senior Recruitment & Training Manager

Title of Employer

Geoff Higuchi

Printed Name of Employer

2013-06-28

Date (YYYY-MM-DD)

SIGNATURE OF THIRD PARTY (if applicable)

I declare that the information provided in this application is true and accurate to the best of my knowledge.

Signature of Third Party Representative

2013-06-28

Date (YYYY-MM-DD)

Kuldeep Kumar Bansal

Printed Name of Third Party Representative


INFORMATION FOR EMPLOYERS

Please forward this application to the Service Canada Centre responsible for processing foreign worker applications.

For the list of appropriate centres, please consult our website at:
hrdc.gc.ca/eng/workplaceskills/foreign_workers/listhrcc.shtml

Once the application is assessed, the employer will be notified of the decision.

This is Exhibit "K" referred to in the
affidavit of GEOFF HIGUCHI
made before me on this 10th
day of OCTOBER 20 16

 A Commissioner for taking
Affidavits for British Columbia

Temporary Foreign Worker Program

Annex 2

Instruction Sheet to Accompany Employment Contract

The purpose of an employment contract is to:

- Have a written, detailed description of the job. It includes for example, the maximum number of hours of work per week, wage rate and whether overtime will be paid. The contract must be signed by both the employer and employee.
- Describe the terms and conditions of employment.
- Articulate the employer's responsibilities and the worker's rights.
- Help ensure that the worker gets fair working arrangements.

The employment contract must respect provincial labour laws that establish minimum employment standards such as the minimum wage.

Enforcing the terms and conditions of the employment contract

The Government of Canada is not a party to the contract. Employment and Social Development Canada (ESDC)/Service Canada has no authority to intervene in the employer-employee relationship or to enforce the terms and conditions of employment. It is the responsibility of the employer and worker to familiarize themselves with laws that apply to them and to look after their own interests.

The contract assists ESDC/Service Canada officers in forming their Labour Market Opinions, pursuant to their role under the Immigration and Refugee Protection Regulations.

Sample Employment Contract

Employers must complete and sign a contract before applying for a Labour Market Opinion.

The attached sample contract or another contract which includes all the terms and conditions of the sample contract or described in the guidelines for employers, must be completed and signed by the employer. Additional provisions may be added as long as they do not contradict the terms and conditions mentioned above. The employer must complete and sign the employment contract and send it to the foreign worker ("The Employee") with a copy of the confirmation letter he/she received from ESDC. The worker must sign the contract and provide both documents to the Canada mission abroad.

Third-party Representatives

A third-party representative/recruiter cannot be party to or sign the employment contract on behalf of the employer or otherwise.

Any agreement respecting employment validations between ESDC/Service Canada and the employer is contingent on the employer being a party to the contract.

EMPLOYMENT CONTRACT

The Employer: _____
 Business Name (if a Business, provide key business
 contact under last name/first name): _____

Last Name : _____
 First Name: _____
 Address: _____
 Phone Number: _____
 Fax Number: _____
 Email Address: _____

The Employee: _____
 Last Name: _____
 First Name: _____
 Home Address: _____
 Phone Number: _____
 Fax Number: _____
 Email Address: _____

The PARTIES agree as follows:

Duration of Contract

1. This contract shall have duration of _____ months from the date The EMPLOYEE assumes his/her functions (the "TERM OF EMPLOYMENT").
2. Both parties agree that this contract is conditional upon The EMPLOYEE obtaining a valid work permit pursuant to the Immigration Regulations, and his/her successful entry to Canada.

Job Description

3. The EMPLOYEE agrees to carry out the following tasks (describe tasks in detail): _____.

Work Schedule

4. The EMPLOYEE shall work _____ hours per week. He/she shall be paid overtime for any hours of work exceeding _____ hours per week. His/her workday shall begin at _____ and end at _____, or, if the schedule varies by day, specify: _____.
5. The EMPLOYEE shall be entitled to _____ minutes per day of break time (lunch, coffee breaks etc.....).
6. The EMPLOYEE shall be entitled to _____ day(s) off per week, on _____.
7. The EMPLOYEE shall be entitled to _____ weeks of paid vacation.
8. The EMPLOYEE shall be entitled to _____ days of sick leave per year.

Wages and Deductions

9. The EMPLOYER agrees to pay The EMPLOYEE, for his/her work, wages of \$ _____ per week, or \$ _____ per hour. These shall be paid at intervals of _____.
10. The EMPLOYER agrees to remit all EMPLOYEE's income deductions to Canada Revenue Agency (in Quebec, also to Revenu Québec) as prescribed by law (including, but not limited to Employment Insurance, Income Tax, Canada Pension Plan or Quebec Pension Plan).

11. The EMPLOYER shall not recoup from the EMPLOYEE, through payroll deductions or any other means, any costs incurred from recruiting the EMPLOYEE.

Reviewing Wages

12. If applicable, the EMPLOYER agrees to review and adjust (if necessary) the EMPLOYEE'S wages after 12 months of continuous employment, to ensure they meet the prevailing wage rate for the occupation in the region where the EMPLOYEE shall be employed.

Transportation Costs

Use the appropriate no. 13 clause according to the situation.

13. The EMPLOYER agrees to assume the transportation costs of the round trip travel of the EMPLOYEE between his/her country of permanent residence and place of work in Canada, i.e. _____ (specify the country of permanent residence and the place of work in Canada). It is the EMPLOYER'S obligation and responsibility to pay for the transportation costs and they cannot be passed on to the foreign worker (i.e. the EMPLOYEE pays for the transportation costs on behalf of the employer and is reimbursed at a later date). Under no circumstances are transportation costs recoverable from the EMPLOYEE.

Or

13. Since the EMPLOYEE is currently in Canada, the EMPLOYER agrees to pay the costs of transporting the EMPLOYEE from his/her current Canadian address to the EMPLOYER'S location of work in Canada, i.e. _____ (specify the EMPLOYEE'S current Canadian address and the place of work) and one-way transportation back to the EMPLOYEE'S country of permanent residence i.e. _____ (specify the EMPLOYEE'S country of permanent residence). It is the EMPLOYER'S obligation and responsibility to pay for the transportation costs and they cannot be passed on to The EMPLOYEE (i.e. employee pays for his/her own transportation on behalf of the EMPLOYER and is reimbursed at a later date). Under no circumstances are transportation costs recoverable from the EMPLOYEE.

14. If there is a termination of the employer-employee relationship and the EMPLOYEE is hired by a NEW EMPLOYER who has a neutral or positive Labour Market Opinion under the Pilot Project for Occupations Requiring Lower Levels of Formal Training (NOC C & D) of the Temporary Foreign Worker Program, The EMPLOYEE shall release the ORIGINAL EMPLOYER with the obligation of his/her return transportation cost to his/her country of permanent residence. The NEW EMPLOYER is responsible for the EMPLOYEE'S transportation costs to the new location of work in Canada and back to the EMPLOYEE'S country of permanent residence. The EMPLOYER is obliged to and responsible for paying the transportation costs (i.e. the ORIGINAL EMPLOYER pays incoming transportation costs and the NEW EMPLOYER pays for the return transportation costs to the country of permanent residence). These costs cannot be passed on to the EMPLOYEE (i.e. EMPLOYEE pays for its own transportation on behalf of the EMPLOYER and is reimbursed at a later date). Under no circumstances are transportation costs recoverable from foreign workers.

Temporary foreign workers who change jobs must ensure that their work permits are modified accordingly and EMPLOYERS who hire temporary foreign workers already in Canada must apply to ESDC/Service Canada for a Labour Market Opinion (LMO) and obtain a neutral or positive LMO.

Accommodation

15. The EMPLOYER agrees to ensure that reasonable and proper accommodation is available for the EMPLOYEE, and shall provide the EMPLOYEE with suitable accommodation, if necessary. If accommodation is provided, the employer shall recoup costs as outlined below. Such costs shall not be more than is reasonable for accommodations of that type in the employment location.

The EMPLOYER _____ will / _____ will not provide the EMPLOYEE with accommodation. (Mark X beside appropriate box)

If yes, The EMPLOYER will recoup the costs at an amount of \$ _____ per _____ (month, two-week period etc.) through payroll deductions.

Hospital and Medical Care Insurance

16. The EMPLOYER agrees to provide health insurance at no cost to the foreign worker until such time as the worker is eligible for applicable provincial health insurance.

Workplace Safety Insurance (Worker's Compensation)

17. The EMPLOYER agrees to register The EMPLOYEE under the relevant provincial government insurance plan. The EMPLOYER agrees not to deduct money from The EMPLOYEE'S wages for this purpose.

Notice of Resignation

18. Should the EMPLOYEE wish to terminate the present contract, The EMPLOYEE agrees to give The EMPLOYER written notice thereof at least one week in advance.

Notice of Termination of Employment

19. The EMPLOYER must give written notice before terminating the contract of The EMPLOYEE if the EMPLOYEE has completed 3 months of uninterrupted service with the EMPLOYER and if the contract is not about to expire. This notice shall be provided at least one week in advance.

Contract Subject to Provincial Labour and Employment Legislation and Applicable Collective Agreements

20. The EMPLOYER is obliged to abide by the standards set out in the relevant provincial labour standards act and, if applicable, the terms of any collective agreement in place. In particular, The EMPLOYER must abide by the standards with respect to how wages are paid, how overtime is calculated, meal periods, statutory holidays, annual leave, family leave, benefits and recourse under the terms of the provincial labour standards act and, if relevant, collective agreement. Any terms of this contract of employment less favourable to The EMPLOYEE than the standards stipulated in the relevant labour standards act is null and void.

IN WITNESS WHEREOF the parties state that they have read and accepted all the terms and conditions stipulated in the present contract.

Signed at: _____
The Employer _____
Date _____

and at: _____
The Employee _____
Date _____

Return to Application Forms

From: Cynthia Hirak <cynthia@overseasimmigration.com>
Sent: Wednesday, January 15, 2014 4:28 PM
To: Geoff Higuchi <Geoff.Higuchi@macs.ca>
Cc: kuldeep@overseasimmigration.com; 'Cheryl'
<cheryl@overseasimmigration.com>
Subject: Pending Candidates

As per our conversation, I would like to confirm that we are not expecting any foreign workers to arrive. I have checked the database and have phoned the pending candidates that have notified us that they have received their visas and they have all confirmed that they are still awaiting notification from us with a start date prior to them giving their resignation to their current employer. I would like to reiterate our agreement that as the need arises, we will inform the candidates to give resignation and book their flights upon instruction from Mac's as this seems to be the best option due to the frequent changes to Mac's Human Resources needs.

Thanks.

Cynthia Hirak

Paralegal

cynthia@overseasimmigration.com

Head Office #204 - 12830 80th Avenue

Surrey, B.C. V3W 3A8

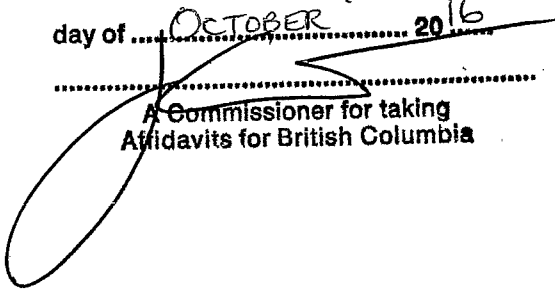
(604) 572 - 7786 ext. 226

(604) 572 - 6767 fax

(888) 572 - 0077 toll free

www.overseasimmigration.com

This is Exhibit "L" referred to in the
affidavit of Geoff Higuchi
made before me on this 10th
day of OCTOBER 2016


A Commissioner for taking
Affidavits for British Columbia

Removed from program - Do not use

[REDACTED]

Changed her mind and will not go - remove her from our list

[REDACTED]

WP refused - removed offer
Lost him to another company

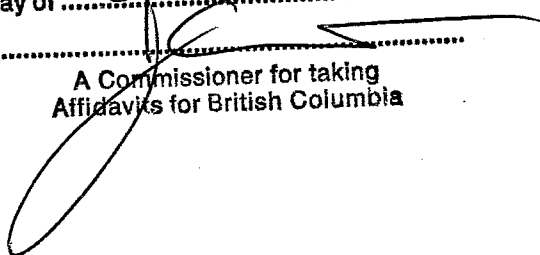
refused visa
Yes
ASM

CSR
#2612
25357

This is Exhibit M referred to in the
affidavit of Geoff Hoquechi
made before me on this 10th
day of October 2016

[Signature]
A Commissioner for taking
Affidavits for British Columbia

This is Exhibit "N" referred to in the
affidavit of GEOFF HIGUCHI
made before me on this 10th
day of OCTOBER 2016.

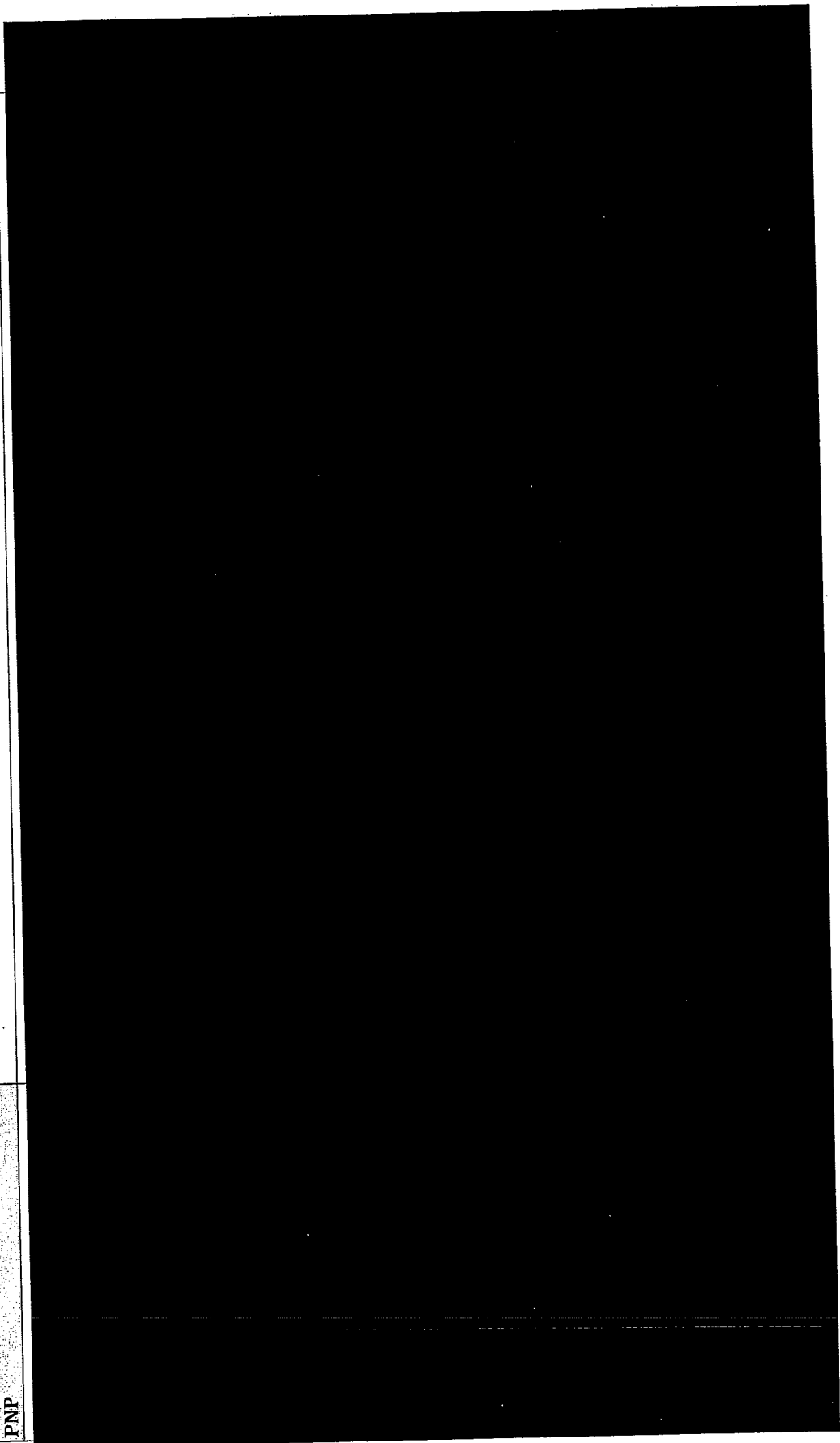

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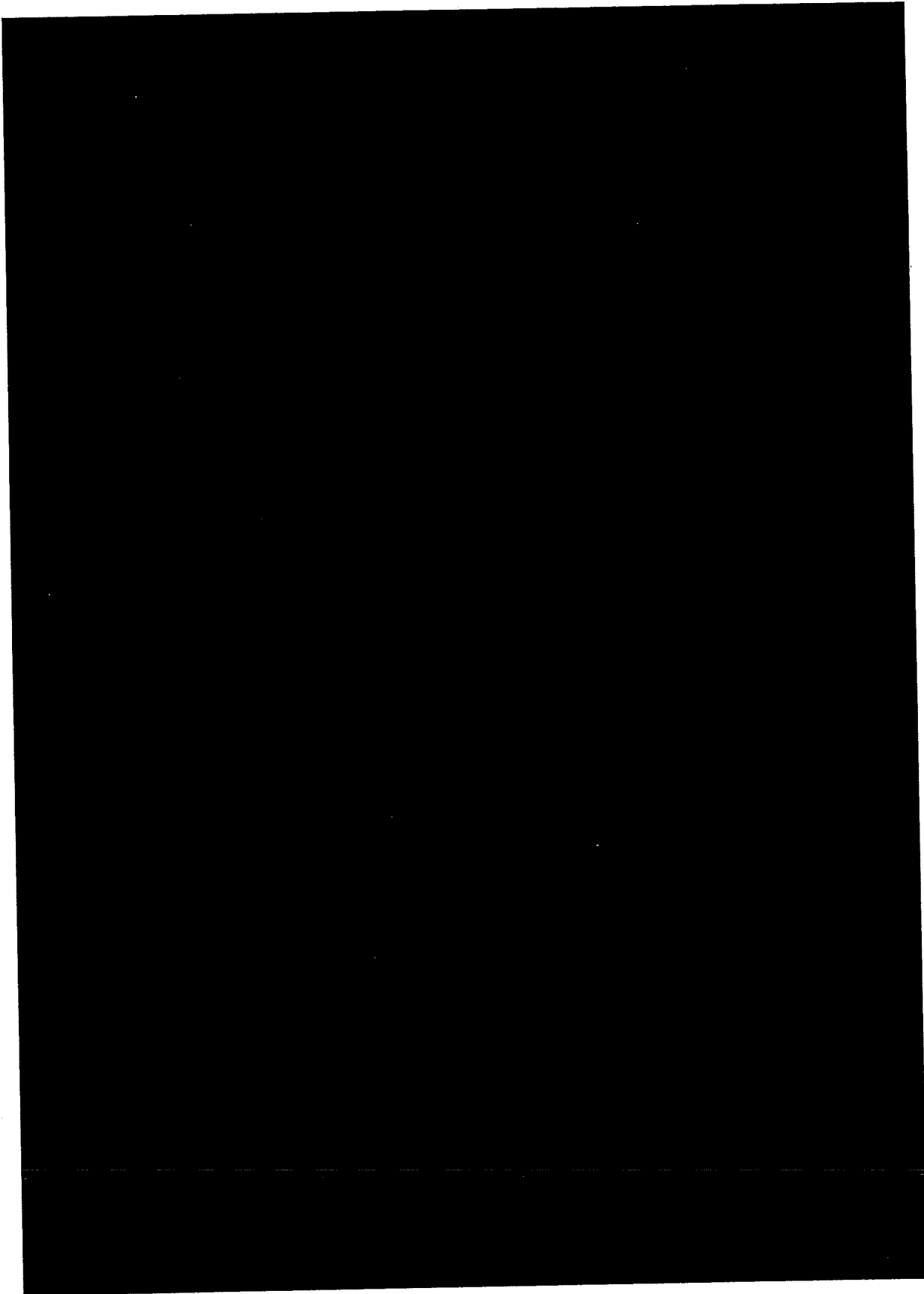
First Name	Last Name	LMO Location	Position
LMO # 7911830	Expiry - 9 APRIL 2013		
Declined position			
LMO # 7911727	Expiry - 9 APRIL 2013		
Declined position			
LMO # 7914746	Expiry - 15 APR 2013		
Declined position			
LMO # 7914756	Expiry 15 APRIL 2013		
Declined position			
LMO # 7920349	Expiry 15 APRIL 2013		
Declined position			

This is Exhibit¹⁰ referred to in the
affidavit ofGEOFF HIGUCHI
made before me on this10th
day ofOCTOBER.....2016.

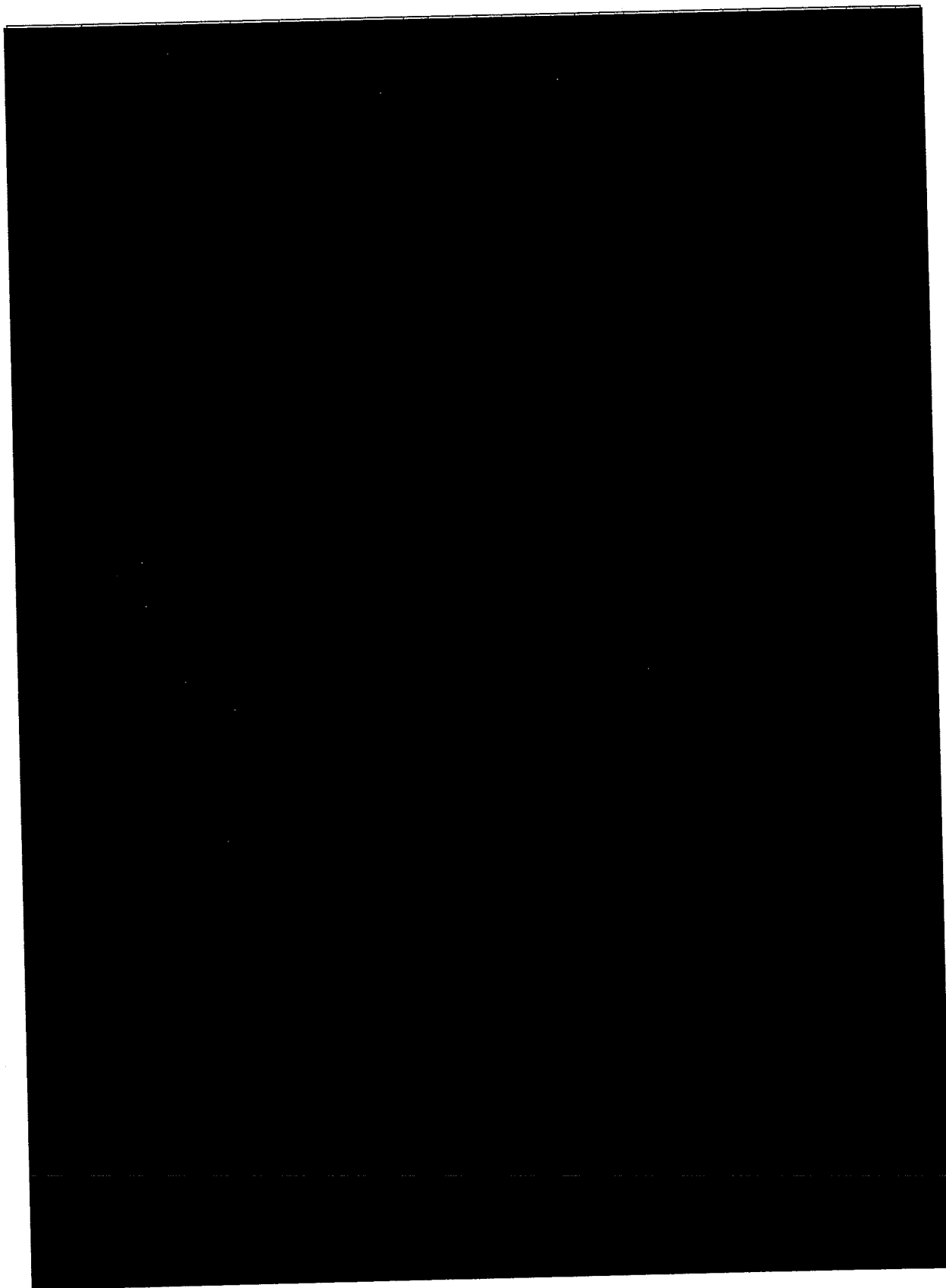
.....
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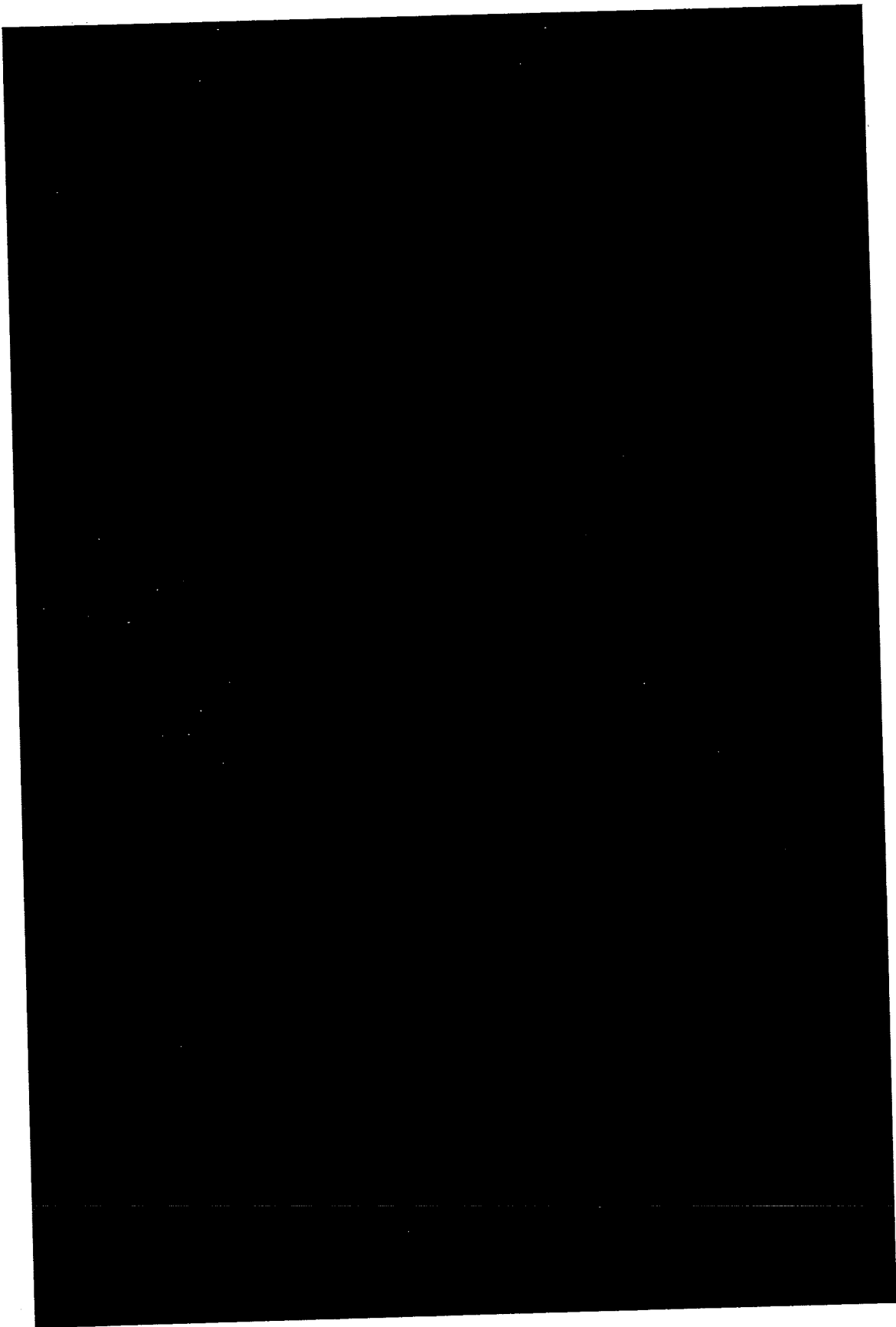
Removed Priorities	
PNP	

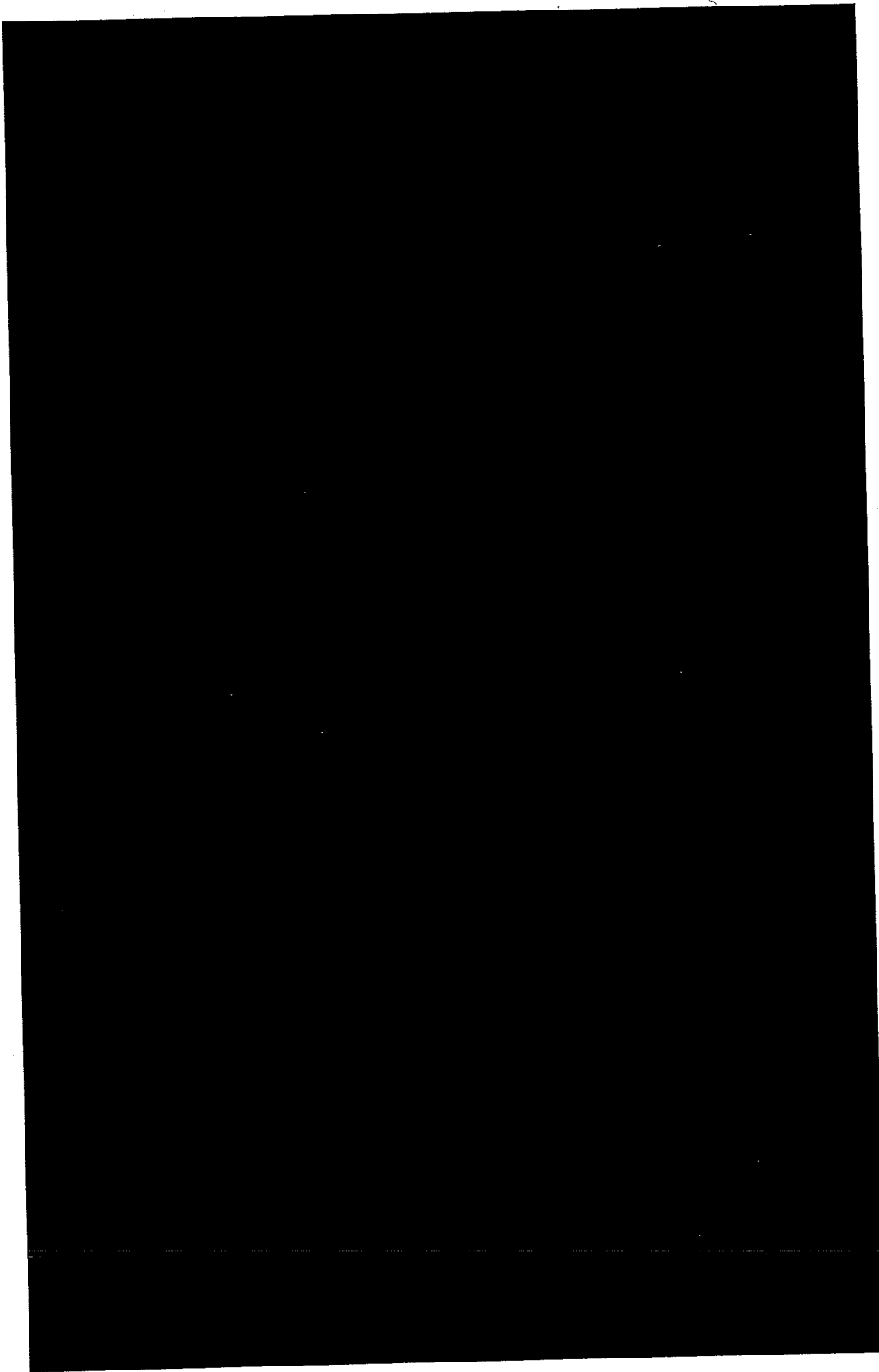




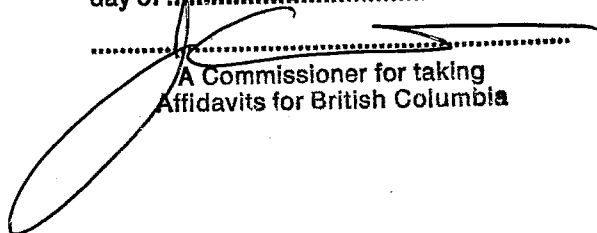
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<div></div>		<div></div>	<div>Denied at border - remove name from LMO - Name removal sent 17 DEC 13</div>
<div></div>		<div></div>	<div></div>







This is Exhibit^{"P"} referred to in the
affidavit ofGEOFF HIGUCHI.....
made before me on this10th.....
day ofOCTOBER..... 2016.....

.....

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Affidavits for British Columbia



Mac's Convenience Stores, Inc.
A subsidiary of Alimentation Couche-Tard Inc.
British Columbia District Office
Unit 1013, 7445 - 132nd Street
Surrey, B.C. V3W 1J8
T: (604) 590-5352
F: (604) 590-3569

6 January 2014

HRSDC Foreign Worker Program
Suite 1400 Canada Place
9700 Jasper Avenue
Edmonton AB
T5J 4C1

Re: LMO #7984865 - Cashier - Jasper, AB

We received a positive named Labour Market Opinion on 21 May 2013 for 1 Cashier, [REDACTED]; on 3 June 2013 we were notified that the work permit for [REDACTED] had been approved.

At the time the work permit was approved [REDACTED] was contacted and he advised he was no longer interested in working for our organisation and that he had found employment elsewhere.

[REDACTED] never commenced employment with our company and at this time we would like to request that your office delete his name from the LMO:

<u>Last Name</u>	<u>First Name</u>	<u>Date of Birth</u>	<u>Gender</u>	<u>Residency</u>	<u>Citizenship</u>
[REDACTED]					

Yours truly,

Geoff Higuchi
Senior Recruitment & Training Manager
Western Division

This is Exhibit "Q" referred to in the
affidavit of GEOFF HIGUCHI
made before me on this 10th
day of OCTOBER 20 16

A Commissioner for taking
Affidavits for British Columbia



LABOUR MARKET OPINION CONFIRMATION FOR # 7925247

Service Canada Centre #4746
Foreign Worker Recruitment Branch
Suite 1440 Canada Place
9700 Jasper Avenue
Edmonton, AB, T5J 4C1

2012-09-24

Geoff Higuchi
Made Convenience Stores Inc. dba Subway
1013-7445 132 St
Surrey, BC, V5W 1J8

ER ID #418773
Application # 2012-AB-022586
Job # 2012-078004

Dear Geoff Higuchi:

Based on an assessment of the labour market, Service Canada has issued a positive Labour Market Opinion (LMO), and has confirmed your offer(s) of employment to the foreign worker(s) identified in our records.

This Service Canada labour market opinion is based on the information in your application, which is outlined in the attached annex. This confirmation is provided with the understanding that all legal requirements, with respect to employment, are followed.

These requirements include, but are not limited to:

- All workers in Canada, including foreign workers, are protected by the relevant labour and employment laws.
- All workers in Canada are entitled to work in a safe workplace where their health is protected.
- If an employer does not pay the wages to which a worker is entitled, workers - including foreign workers - can file a complaint with the federal, provincial or territorial department responsible for employment standards.

For more information on employment standards in your area, visit:
http://www.hrdc.gc.ca/eng/workplaceskills/foreign_workers/modif/modifappendixA.shtml

If the services of an agency/recruiter are being utilized, please be aware that employment agencies operating in Alberta must be licensed under the provincial Alberta Fair Trading Act. Section 9 of the Employment Agency Business Licensing Regulation of the Fair Trading Act states that "no business operator may directly or indirectly demand or collect a fee, reward or other compensation from a person who is seeking employment, or information respecting employers seeking employees or from a person for securing or endeavouring to secure employment for the person or for providing the person with information respecting any employer seeking an employee." (www.servicealberta.gov.ab.ca).

As part of the foreign worker's work permit application, applicants must submit this positive LMO, including the annex, prior to the opinion expiry date stated in the annex, to Citizenship and Immigration Canada (CIC). CIC will not consider a work permit application that has been submitted past the expiry date on the attached positive LMO. This LMO confirmation is only one of CIC's many requirements in issuing a work permit. It does not authorize the foreign worker(s) to enter, remain or work in Canada. That decision is the responsibility of CIC.

Please note as well that this opinion may be revoked at any time before the issuance of a work permit to the foreign national if:





LABOUR MARKET OPINION CONFIRMATION FOR # 7925247

ANNEX

System file number: 7925247
 Service Canada Centre: 4745 - Foreign Worker Recruitment Branch
 Service Canada officer: M. Frias
 Phone: (800) 418-4446 Fax: 780 4952738

Opinion expiry date: 2013-02-28*
 * Please take note that the Foreign Worker must apply to CIC for a work permit prior to this date.

Employer Information

Employer ID #: 413773**
 Employer Business name: Mac's Convenience Stores Inc. dba Subway
 Employer Legal name: Mac's Convenience Stores Inc.
 Business Phone number: (804) 590-5352
 Business Address: Same as employer mailing address

** Please take note of this number for future reference as this will help in the processing of any future Foreign Worker requests.

Employer Contact(s)

Contact Name	Contact Phone	Other Phone	Job Title
Geoff Higuchi (primary)	(604) 590-5352		Senior Recruitment and Training Manager

Third Party Information

Third Party ID #: 384806**
 Third Party Company: Overseas Career & Consulting Services Ltd
 Third Party Legal name: Overseas Career & Consulting Services Ltd.
 Third Party Business Address: Same as the third party mailing address

** Please take note of this number for future reference as this will help in the processing of any future Foreign Worker requests.

Name of Representative	Phone	Fax	Job Title
Kuldeep Bansal	(604) 572-7788 Ext. 223	(604) 572-6787	

Job Information

NOC code and title: 6211 - Retail Store Supervisor
 Number of positions: 20
 Level of education: Secondary school
 (as required by employer)
 Language requirements:
 Oral: English
 Written: English



**LABOUR MARKET OPINION CONFIRMATION FOR # 7925247**

Regulatory body:	This occupation is not regulated
Duration of employment:	2 Year(s)
Wage:	\$ 14.71 / Hour CAD
Benefits:	MEDICAL INSURANCE 4.00% VACATION PAY
Hours of work:	7.50 HOUR(S) PER DAY 37.50 HOUR(S) PER WEEK 162.50 HOUR(S) PER MONTH
Overtime hours:	Overtime rate of \$22.07 / hr will be paid if employees work more than 44.00 hours per week.
Expected Start Date:	N/A
Location(s) of employment:	Various Locations (up to 40) Edmonton, AB





LABOUR MARKET OPINION CONFIRMATION FOR # 7925247

Attestations Signed

Please note that in your application you attested that:

- I will provide any temporary foreign worker employed by me with wages, working conditions and employment in an occupation that are substantially the same as those described in the Labour Market Opinion confirmation letter and annex.
- I will immediately inform Service Canada/Temporary Foreign Worker Program officers of any subsequent changes related to the temporary foreign workers' terms and conditions of employment, as described in the Labour Market Opinion confirmation letter and annex.
- I am compliant with, and agree to continue to abide by, the relevant federal/provincial/territorial laws that regulate employment in the occupation specified and, if applicable, the terms and conditions of any collective agreement in place. I recognize that any terms and conditions of the attached offer of employment are considered null and void if they are less favourable to the temporary foreign worker than the standards stipulated in the relevant Labour Standards Act.
- I am compliant with, and agree to continue to abide by, the relevant federal/provincial/territorial legislation related to the temporary foreign worker's recruitment applicable in the jurisdiction where the job is located. I declare that all recruitment done or that will be done on my behalf by a third party was or will be done in compliance with federal/provincial/territorial laws governing recruitment. I am aware that I will be held responsible for the actions of any person recruiting temporary foreign workers on my behalf.
- I am actively engaged in an operating and functioning business located in Canada that provides a good or service related to the job offer made to the foreign national(s) in this application.
- I have a legitimate need to fill a vacant or new position and I am offering the temporary foreign worker(s) the position(s), job descriptions and duties that are related directly to my main business activities.
- I can demonstrate in a review that my business is able to fulfill the terms and conditions related to the employment of the temporary foreign worker(s), the subject of this application, for the duration of the temporary foreign worker's work permit. The job offered is full-time employment (a minimum of 30 hours per week), and is in line with the job description provided with this application and it meets acceptable employment standards.
- I am providing the temporary foreign worker(s) with at least the same wage as what is being paid to Canadian citizens or permanent residents who are working in the same occupation and the same workplace. I understand that HRSDC/Service Canada staff will compare the wage I offer the temporary foreign worker(s) to the wage published on the Working in Canada Web site to ensure that I offer the prevailing wage. I will be part of an employer compliance review and I understand that during the review process I may have to provide proof of the wage I offer to Canadian and permanent resident employees working in the same occupation and workplace.
- I am aware of the minimum employment standards set out by the province where the employment is offered, and I will provide the temporary foreign worker(s) with working conditions that meet or exceed those standards.
- I am aware of and I have complied with the recruitment and advertising requirements set by HRSDC/Service Canada by conducting advertising and recruitment activities to hire Canadian citizens and permanent residents.
- I am aware of and I have complied with HRSDC/Service Canada's requirement that requests employers to make reasonable efforts to train Canadian citizens and permanent residents in order to meet their labour needs, where possible.
- There is no ongoing or pending labour dispute at my business and I will inform HRSDC/Service Canada staff in the case that one should develop.
- In the last 12 months I have not laid off any employees from the position(s) I am offering to the temporary foreign worker(s). In the event of short-term, temporary or seasonal lay-offs, I have made reasonable efforts to re-hire the Canadian citizens and permanent residents affected by those lay-off(s).
- I am not participating in any government-funded program to support the continuing employment of Canadian citizens and permanent residents (e.g. Work-Sharing Program).
- The third party representative associated with this application is paid and is a member in good standing with the Immigration Consultants of Canada Regulatory Council (ICCRC).





LABOUR MARKET OPINION CONFIRMATION FOR # 7925247

Service Canada Centre # 4745
Foreign Worker Recruitment Branch
Suite 1440 Canada Place
9700 Jasper Avenue
Edmonton, AB, T5J 4C1

2012-09-24

Geoff Higuchi
Mac's Convenience Stores Inc. dba Subway
1013-7445 132 St
Surrey, BC, V6W 1J8

ANNEX B

Do not forward this annex to the foreign worker(s). Annex B is intended for the employer's records only and is not required for the purposes of applying for a work permit. The foreign worker only requires the LMO confirmation letter identifying the system file number 7925247.

Employer ID #: 418773
Employer Business name: Mac's Convenience Stores Inc. dba Subway
Employer Legal name: Mac's Convenience Stores Inc.
System file number: 7925247
Opinion expiry date: 2013-02-28*
* Please note that the temporary foreign worker must apply to CIC for a work permit prior to this date.

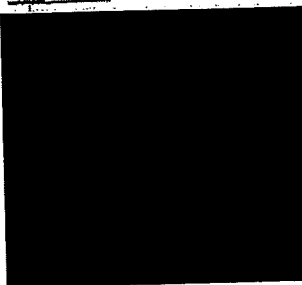
Job Information
NOC code and title: 6211 - Retail Store Supervisor
Number of positions: 20
Expected Start Date: N/A

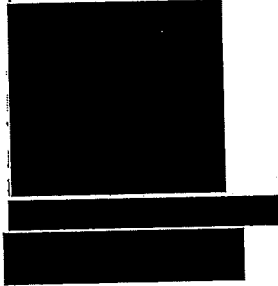
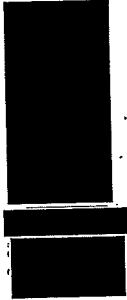
Temporary Foreign Worker's Information

Last name

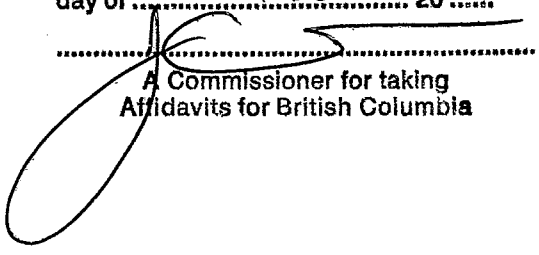


First name



**LABOUR MARKET OPINION CONFIRMATION FOR #7925247**

This is Exhibit "R" referred to in the
affidavit of GEOFF HIGUCHI
made before me on this 10th
day of OCTOBER 20 16


A Commissioner for taking
Affidavits for British Columbia

LABOUR MARKET OPINION CONFIRMATION FOR # 7944957

Service Canada Centre # 5083
Temporary Foreign Worker Program
#1400 - 300 W. Georgia Street
Vancouver, BC, V6B 6G3

2013-04-09

Geoff Higuchi
Mac's Convenience Store Inc. dba Subway
#1013 - 7445 132 Street
Surrey, BC, V3W 1J8

ER ID # 256202

Application # 2012-BC-014559
Job # 2012-096266

Dear Geoff Higuchi:

Based on an assessment of the labour market, Service Canada has issued a **positive Labour Market Opinion (LMO)**, and has confirmed your offer(s) of employment to the foreign worker(s) identified in our records.

This Service Canada labour market opinion is based on the information in your application, which is **outlined in the attached annex**. This confirmation is provided with the understanding that all legal requirements, with respect to employment, are followed.

These requirements include, but are not limited to:

- All workers in Canada, including foreign workers, are protected by the relevant labour and employment laws.
- All workers in Canada are entitled to work in a safe workplace where their health is protected.
- If an employer does not pay the wages to which a worker is entitled, workers - including foreign workers - can file a complaint with the federal, provincial or territorial department responsible for employment standards.

For more information on employment standards in your area, visit:
http://www.hrsdc.gc.ca/eng/workplaceskills/foreign_workers/lmodir/lmodirappendixA.shtml

As part of the foreign worker's work permit application, applicants must submit this positive LMO, including the annex, prior to the opinion expiry date stated in the annex, to Citizenship and Immigration Canada (CIC). CIC will not consider a work permit application that has been submitted past the expiry date on the attached positive LMO. This LMO confirmation is **only one of CIC's many requirements** in issuing a work permit. It does not authorize the foreign worker(s) to enter, remain or work in Canada. That decision is the responsibility of CIC.

Please note as well that this opinion may be revoked at any time before the issuance of a work permit to the foreign national if:

- (a) the employer has provided materially false or misleading information,
- (b) new facts come to light subsequent to the date of the issuance of the opinion that change the assessment of any of the factors set out in subsection 203(3) and that, in turn, change the opinion that the employment of the foreign national would likely have a neutral or positive effect on the labour market in Canada, or
- (c) the opinion was based on a mistake as to some material fact.

LABOUR MARKET OPINION CONFIRMATION FOR # 7944957

Please keep a copy of these documents for your records, and forward a copy to the prospective foreign worker(s). As well, kindly advise this Service Canada Center and each foreign national if you no longer require his/her services as a worker, or if you need to cancel your job offer prior to the entry of the worker to Canada.

HOW TO APPLY FOR A WORK PERMIT - INFORMATION FOR FOREIGN NATIONALS

In order to work legally in Canada, most foreign nationals must apply for, and receive, a work permit from CIC. To obtain information on who requires a work permit, how and where to apply for a work permit, and to download a work permit application kit, please visit: <http://www.cic.gc.ca/english/work/index.asp>. In Canada, you may contact the CIC Call Centre at 1-888-242-2100 for information.

Sincerely,


Raymond Ty

(604) 687-7803

http://www.hrsdc.gc.ca/eng/workplaceskills/foreign_workers/index.shtml

c.c.

Kuldeep Bansal

Overseas Career & Consulting Services Ltd

204 - 12830 80 Avenue

Surrey, BC, V3W 3A8



LABOUR MARKET OPINION CONFIRMATION FOR # 7944957

ANNEX

System file number: 7944957
 Service Canada Centre: 5083 - Temporary Foreign Worker Program
 Service Canada officer: Raymond Ty
 Phone: (604) 687-7803 Fax: (604) 666-8920
 Opinion expiry date: 2013-04-24*

* Please take note that the Foreign Worker must apply to CIC for a work permit prior to this date.

Employer Information

Employer ID #: 256202**
 Employer Business name: Mac's Convenience Store Inc. dba Subway
 Employer Legal name: Mac's Convenience Store Inc.
 Business Phone number: (604) 590-5352
 Business Address: Same as employer mailing address
 ** Please take note of this number for future reference as this will help in the processing of any future Foreign Worker requests.

Employer Contact(s)

Contact Name	Contact Phone	Other Phone	Job Title
Geoff Higuchi (primary)	(604) 219-4710	(604) 590-5352	Senior Recruitment and Training Manager

Third Party Information

Third Party ID #: 384606**
 Third Party Company: Overseas Career & Consulting Services Ltd
 Third Party Legal name: Overseas Career & Consulting Services Ltd.
 Third Party Business Address: Same as the third party mailing address
 **Please take note of this number for future reference as this will help in the processing of any future Foreign Worker requests.

Name of Representative	Phone	Fax	Job Title
Kuldeep Bansal	(604) 572-7786	(604) 572-6767	

Job Information

NOC code and title: 6211 - Retail Store Supervisor
 Number of positions: 2
 Level of education: No formal education requirements
 (as required by employer)
 Language requirements:
 Oral: English
 Written: English
 Regulatory body: This occupation is not regulated.



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LABOUR MARKET OPINION CONFIRMATION FOR # 7944957

Duration of employment : 2 Year(s)
Wage: \$ 14.45 / Hour CAD
Benefits: 4.00% vacation pay
Hours of work: 7.50 hour(s) per day
37.50 hour(s) per week
Overtime hours: Overtime rate of \$ 21.68 / hr will be paid if employees work more than 44.00
hours per week.
Expected Start Date: 2012-10-29
Location(s) of employment: #102-14405 Rosedale Avenue
Summerland
BC
Annex footnote: As of 2013-04-09 2 of 2 positions have been filled.

LABOUR MARKET OPINION CONFIRMATION FOR # 7944957

Attestations Signed

Please note that in your application you attested that:

- I will provide the foreign worker(s) I employ with the wages, working conditions and employment in an occupation that are substantially the same as those described in the positive Labour Market Opinion letter and annex.
- I will immediately inform Service Canada of any subsequent changes related to the foreign workers' terms and conditions of employment, as described in the positive Labour Market Opinion letter and annex.
- I am compliant with, and agree to continue to abide by, the relevant federal/provincial/territorial laws that regulate employment in the occupation specified and, if applicable, the terms and conditions of any collective agreement in place. I recognize that any terms and conditions of the attached offer of employment are considered null and void if they are less favourable to the foreign worker than the standards stipulated in the relevant Labour Standards Act.
- I am compliant with, and agree to continue to abide by, federal/provincial/territorial legislation related to the foreign worker's recruitment applicable in the jurisdiction where the job is located. I declare that all recruitment done or that will be done on my behalf by a third party was or will be done in compliance with federal/provincial/territorial laws governing recruitment. I am aware that I will be held responsible for the actions of any person recruiting foreign workers on my behalf.
- I am actively engaged in an operating and functioning business located in Canada, or that will be undertaking work located in Canada, and will be providing a good or service related to the job offer made to the foreign national(s) in this application.
- I have a reasonable need to fill a vacant or new position and I am offering the foreign worker(s) the position(s), job descriptions and duties that are related directly to my main business activities.
- I can demonstrate that my business is able to fulfill the terms and conditions related to the employment of the foreign worker(s), the subject of this application, for the duration of the employment indicated in this application. The job offered is for full-time employment (a minimum of 30 hours per week), is consistent with the job description provided with this application and meets acceptable employment standards.
- I am aware of and I will comply with the published prevailing wage requirements set by HRSDC on its website. I can provide documentation that clearly demonstrates that the wage being paid to a foreign worker in the same occupation and in the same location meets the requirements set by HRSDC.
- I am aware of the minimum employment standards set out by the applicable employment standards legislation for the occupation and location where the position is located, and I will provide the foreign worker(s) with working conditions that meet or exceed those standards.
- I am aware of and I have complied with the published recruitment and advertising requirements set by HRSDC. I can provide proof of the recruitment efforts made if requested by Service Canada.
- I have made reasonable efforts to train Canadian citizens and permanent residents in order to meet my labour needs, where possible.
- There is no ongoing or pending labour dispute at my business, and I will inform Service Canada in the case that one should develop.
- In the last 12 months I have not laid off any employees from the position(s) I am offering to the foreign worker(s). In the event of short-term, temporary or seasonal lay-offs, I have made reasonable efforts to re-hire the Canadian citizens and permanent residents affected by those lay-off(s).
- I am not participating in any government-funded program to support the continuing employment of Canadian citizens and permanent residents (e.g. Work-Sharing Program).
- The third party representative associated with this application is paid and is a member in good standing with the Immigration Consultants of Canada Regulatory Council (ICCRC).



LABOUR MARKET OPINION CONFIRMATION FOR # 7944957

Service Canada Centre # 5083
Temporary Foreign Worker Program
#1400 - 300 W. Georgia Street
Vancouver, BC, V6B 6G3

2013-04-09

Geoff Higuchi
Mac's Convenience Store Inc. dba Subway
#1013 - 7445 132 Street
Surrey, BC, V3W 1J8

ANNEX B

Do not forward this annex to the foreign worker(s). Annex B is intended for the employer's records only and is not required for the purposes of applying for a work permit. The foreign worker only requires the LMO confirmation letter identifying the system file number 7944957.

Employer ID #: 256202
Employer Business name: Mac's Convenience Store Inc. dba Subway
Employer Legal name: Mac's Convenience Store Inc.
System file number: 7944957
Opinion expiry date: 2013-04-24*
* Please note that the temporary foreign worker must apply to CIC for a work permit prior to this date.

Job Information

NOC code and title: 6211 - Retail Store Supervisor
Number of positions: 2
Expected Start Date: 2012-10-29

Temporary Foreign Worker's Information

Last name

First name

[REDACTED]

[REDACTED]

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This is Exhibit "S" referred to in the
affidavit of GEOFF HIGUCHI
made before me on this 10th
day of OCTOBER 20 16

A Commissioner for taking
Affidavits for British Columbia



September 30th, 2012

Re: **Offer of Employment – Position of Market Manager in Training**

Dear [REDACTED]:

We are pleased to confirm our offer of employment to you as Market Manager in Training, Alberta North District at a salary of \$50,000.00 per annum, effective December 1st, 2012.

We have prepared this letter to outline the terms and conditions of your employment with Mac's Convenience Stores Inc.

1. In your position as Market Manager in Training, you will report to Craig Moan Regional Director of Operations, Alberta North District.
2. Your annual salary will be \$50,000.00 per annum, with a performance review in six (6) months. Your salary will be paid to you bi-weekly through our direct deposit system.
3. Your hours of work will be scheduled by Craig. These hours may be subject to change as required by Divisional requirements, summer hour practices and the policy of Mac's Convenience Stores Inc.
4. You will be eligible to join our company Group Benefit Plan upon commencement of employment on December 1, 2012. Detailed information will be provided to you upon your commencement of employment. Vacation entitlement in 2013 is ten (10) days, plus two (2) personal days. Sick day entitlement comes in effect on December 1st, 2013 and is five (5) days. If sick days are taken before this date, you need to use vacation, personal days or days without pay. There is no carryover of vacation, personal or sick days. They are to be taken within the calendar year, and completed by the last business day of that year.
5. You will be eligible to join the Mac's Pension Plan on the next January 1 or July 1, after completing twelve (12) months of service.
6. As an employee of Mac's Convenience Stores Inc. you will be required to pay the cost share portion of your benefits which is 20% of your total cost of benefits through payroll deductions on a bi-weekly basis. Details of this program will be provided to you during your orientation session.

Western Division
#119, 807 - 42 Avenue SE
Calgary, Alberta T2G 1Y8
Tel: (403) 974-5400
Fax: (403) 278-6137

British Columbia District
#1013, 7445 - 132 Street
Surrey, BC V3W 1J8
Tel: (604) 590-5352
Fax: (604) 590-3569

Alberta North District
Suite 300,
13220 St. Albert Trail
Edmonton, Alberta T5L 4W1
Tel: (780) 463-8201
Fax: (780) 464-7896

Alberta South District
1135A - 44 Avenue SE
Calgary, Alberta T2G 4X4
Tel: (403) 238-7200
Fax: (403) 238-7207

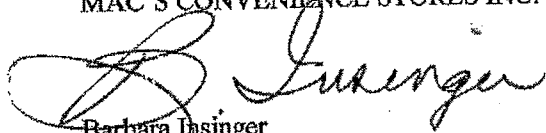
Manitoba District
124 Bannister Road
Winnipeg, Manitoba R2R 0S3
Tel: (204) 694-2464
Fax: (204) 694-3925

7. A meeting will be scheduled with you, to sign your employment letter and to fill out your benefit forms. If you have any questions please call me, Barbara Insinger, Manager, Human Resources & Administration, at 403-974-5400.
8. Mac's current Dress Code Policy recognizes Divisional requirements and the importance of all our employees to dress in professional business attire. Casual Dress Code is in effect in various office locations. The appropriate Dress Code for your position will be discussed with you upon commencement of employment.
9. As a condition of employment, you are required to review and sign the attached Policies for Mac's Convenience Stores Inc.:
 1. Code of Conduct and Ethics
 2. Complaint Procedures for Accounting and Auditing Matters
 3. Share & Declare Policy - Western Division

After you have had the opportunity to review this offer of employment with Mac's Convenience Stores Inc., please sign the enclosed copy and return it to my attention, so as to signify your acceptance.

Abid, we are delighted to make this offer of employment with Mac's to you. We look forward to your favourable reply.

Yours truly,
MAC'S CONVENIENCE STORES INC.



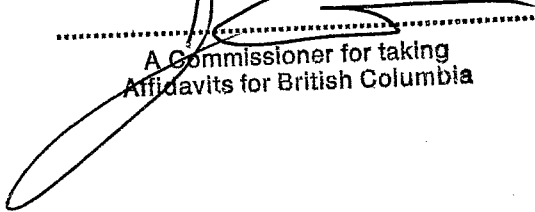
Barbara Insinger
Manager, Human Resources & Administration
Western Canada

I confirm that I have read, understand, and have agreed to the terms of my employment as set out in this correspondence.

_____ Date



This is Exhibit "T" referred to in the
affidavit of GEOFF HIGUCHI
made before me on this 10th
day of OCTOBER 2016


A Commissioner for taking
Affidavits for British Columbia



LABOUR MARKET OPINION CONFIRMATION FOR # 7926795

Service Canada Centre # 4745
Foreign Worker Recruitment Branch
Suite 1440 Canada Place
9700 Jasper Avenue
Edmonton, AB, T5J 4C1

2012-10-04

Geoff Higuchi
Mac's Convenience Store Inc. dba Subway
#1013 - 7445 132 Street
Surrey, BC, V3W 1J8

ER ID # 256202
Application # 2012-BC-012247
Job # 2012-079446

Dear Geoff Higuchi:

Based on an assessment of the labour market, Service Canada has issued a positive Labour Market Opinion (LMO), and has confirmed your offer(s) of employment to the foreign worker(s) identified in our records.

This Service Canada labour market opinion is based on the information in your application, which is outlined in the attached annex. This confirmation is provided with the understanding that all legal requirements, with respect to employment, are followed.

These requirements include, but are not limited to:

- All workers in Canada, including foreign workers, are protected by the relevant labour and employment laws.
- All workers in Canada are entitled to work in a safe workplace where their health is protected.
- If an employer does not pay the wages to which a worker is entitled, workers - including foreign workers - can file a complaint with the federal, provincial or territorial department responsible for employment standards.

For more information on employment standards in your area, visit:

http://www.hresdc.gc.ca/eng/workplaceskills/foreign_workers/modir/modirappendixA.shtml

As part of the foreign worker's work permit application, applicants must submit this positive LMO, including the annex, prior to the opinion expiry date stated in the annex, to Citizenship and Immigration Canada (CIC). CIC will not consider a work permit application that has been submitted past the expiry date on the attached positive LMO. This LMO confirmation is only one of CIC's many requirements in issuing a work permit. It does not authorize the foreign worker(s) to enter, remain or work in Canada. That decision is the responsibility of CIC.

Please note as well that this opinion may be revoked at any time before the issuance of a work permit to the foreign national if:

- (a) the employer has provided materially false or misleading information,
- (b) new facts come to light subsequent to the date of the issuance of the opinion that change the assessment of any of the factors set out in subsection 203(3) and that, in turn, change the opinion that the employment of the foreign national would likely have a neutral or positive effect on the labour market in Canada, or
- (c) the opinion was based on a mistake as to some material fact.



**LABOUR MARKET OPINION CONFIRMATION FOR # 7926795**

Please keep a copy of these documents for your records, and forward a copy to the prospective foreign worker(s). As well, kindly advise this Service Canada Center and each foreign national if you no longer require his/her services as a worker, or if you need to cancel your job offer prior to the entry of the worker to Canada.

HOW TO APPLY FOR A WORK PERMIT - INFORMATION FOR FOREIGN NATIONALS

In order to work legally in Canada, most foreign nationals must apply for, and receive, a work permit from CIC. To obtain information on who requires a work permit, how and where to apply for a work permit, and to download a work permit application kit, please visit: <http://www.cic.gc.ca/english/work/index.asp>. In Canada, you may contact the CIC Call Centre at 1-888-242-2100 for information.

Sincerely,

Alexander Martin-Gole

(604) 666-8346

http://www.hrsdc.gc.ca/eng/workplaceskills/foreign_workers/index.shtml

c.c.

Kuldeep Bansal

Overseas Career & Consulting Service (Calgary)

4655 54 Ave NE

506

Calgary, AB, T3J 3Z4





LABOUR MARKET OPINION CONFIRMATION FOR # 7926795

ANNEX

System file number: 7926795
 Service Canada Centre: 4745 - Foreign Worker Recruitment Branch
 Service Canada officer: Alexander Martin-Cole
 Phone: (604) 666-8346 Fax: 780 4952738

Opinion expiry date: 2013-03-06*
 * Please take note that the Foreign Worker must apply to CIC for a work permit prior to this date.

Employer Information

Employer ID #: 256202**
 Employer Business name: Mac's Convenience Store Inc. dba Subway
 Employer Legal name: Macs Convenience Stores Inc.
 Business Phone number: (604) 590-5352
 Business Address: Same as employer mailing address
 ** Please take note of this number for future reference as this will help in the processing of any future Foreign Worker requests.

Employer Contact(s)

Contact Name	Contact Phone	Other Phone	Job Title
Geoff Higuchi (primary)	(604) 590-5352		Senior Recruitment and Training Manager

Third Party Information

Third Party ID #: 384971**
 Third Party Company: Overseas Career & Consulting Service (Calgary)
 Third Party Legal name: Overseas Career & Consulting Service (Calgary)
 Third Party Business Address: Same as the third party mailing address
 **Please take note of this number for future reference as this will help in the processing of any future Foreign Worker requests.

Name of Representative	Phone	Fax	Job Title
Kuldeep Bansal	(604) 572-7786 Ext. 223	(604) 572-6767	

Job Information

NOC code and title: 6211 - Retail Store Supervisor
 Number of positions: 2
 Level of education: Secondary school
 (as required by employer)
 Language requirements:
 Oral: English
 Written: English



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**LABOUR MARKET OPINION CONFIRMATION FOR # 7926795**

Regulatory body:	This occupation is not regulated
Duration of employment:	2 Year(s)
Wage:	\$ 14.71 / Hour
Benefits:	MEDICAL INSURANCE 4.00% VACATION PAY
Hours of work:	7.50 HOUR(S) PER DAY 37.50 HOUR(S) PER WEEK 162.50 HOUR(S) PER MONTH
Overtime hours:	Overtime rate of \$22.07 / hr will be paid if employees work more than 44.00 hours per week.
Expected Start Date:	N/A
Annex footnote:	As of October 4, 2012 - 1 of 2 positions have been filled. 1 position is remaining. To receive a confirmation for the remaining positions, the foreign worker information must be submitted to Service Canada prior to the opinion expiry date. All confirmation letters will be issued with the same six month expiry date. This confirmation letter will expire on March 6, 2012. This confirmation is only for the province of Alberta.
Location(s) of employment:	10511 84 Ave Grande Prairie AB



This is Exhibit "U" referred to in the
affidavit of GEEFF HIGUCHI
made before me on this 10th
day of OCTOBER 20 16

A Commissioner for taking
Affidavits for British Columbia



LABOUR MARKET OPINION FOR SF # 8038621

Service Canada Centre #4745
Foreign Worker Recruitment Branch
Box 1212
Station Main
Edmonton, AB, T5J 2M4

2014-03-25

Geoff Higuchi
Mac's Convenience Store Inc o/a Mac's Convenience Store
7150 200 Street
Langley, BC, V2Y 3B9

ER ID # 421205

Application # 2013-AB-016295
Job # 2013-064784

Dear Geoff Higuchi:

This is to inform you that Employment and Social Development Canada (ESDC) has determined that your application for a labour market opinion (LMO) received on 2013/07/17 meets the requirements of the Temporary Foreign Worker Program (TFWP).

This positive opinion is based on the information and supporting documentation you provided in the context of your application. It is subject, notably, to your compliance with legal requirements related to the employment of the foreign worker. These requirements include, but are not limited to, all workers in Canada being:

- protected by relevant labour and employment laws;
- entitled to work in a safe workplace where their health is protected; and
- able to file a complaint with the federal, provincial or territorial department responsible for employment standards, if they are not being provided with the proper wages and working conditions.

For information on employment standards, visit: <http://www.labour.gc.ca/eng/regulated.shtml>

If the services of an agency/recruiter are being utilized, please be aware that employment agencies operating in Alberta must be licensed under the provincial Alberta Fair Trading Act. Section 9 of the Employment Agency Business Licensing Regulation of the Fair Trading Act states that "no business operator may directly or indirectly demand or collect a fee, reward or other compensation from a person who is seeking employment, or information respecting employers seeking employees or from a person for securing or endeavouring to secure employment for the person or for providing the person with information respecting any employer seeking an employee." (www.servicealberta.gov.ab.ca)

The foreign worker requires a copy of this LMO and Annex A to apply to Citizenship and Immigration Canada (CIC) for their work permit, and must apply prior to the LMO expiry date stated in the annexes. CIC will also need the foreign worker to submit a copy of the employment contract (if applicable to the program stream), signed by the employer and the foreign worker, prior to issuing a work permit. An LMO does not authorize the foreign worker(s) to enter, remain or work in Canada; it is only one of CIC's requirements to determine whether or not to issue a work permit.

Please note that if a work permit is issued to a foreign worker on the basis of this LMO, you are required to comply with the conditions set out in the *Immigration and Refugee Protection Regulations* (IRPR) and outlined in this LMO letter and annexes. In accordance with the provisions of the IRPR, ESDC may conduct an inspection to verify your compliance with these conditions. Your failure to comply, unless justified, can result in your name being added to an ineligibility list and your inability to access the TFWP for two years.

In addition, any documents that relate to your compliance with the above-mentioned conditions must be retained for a period of six years from the first day of the period of employment for which the work permit is issued. ESDC may require production of these documents to verify compliance with these conditions. You should contact the appropriate Service Canada Centre, and each affected foreign worker, if you decide to cancel your offer of employment prior to the entry of the foreign worker to Canada, or if you no longer require hiring a foreign worker.



LABOUR MARKET OPINION FOR SF # 8038621

Finally, note that this LMO may be revoked if:

- (a) new information becomes available after the LMO is provided indicating that the employment of the foreign worker under the work permit is having or will have a significant negative effect on the labour market in Canada;
- (b) you or the group of employers of which you are part, provided false, misleading or inaccurate information in the context of the request for that LMO;
- (c) your name has been added to the list referred to in subsection 209.91(3) of the IRPR.

This LMO may also be suspended if:

- (a) new information becomes available after the time that the LMO is provided that, if known before, would have led to a different opinion;
- (b) there are reasonable grounds to suspect that you or the group of employers of which you are part, provided false, misleading or inaccurate information in the context of the request for that LMO;
- (c) your name has been added to the list referred to in subsection 209.91(3) of the IRPR;
- (d) there are reasonable grounds to suspect that you are not complying with the conditions set out in IRPR.

HOW TO APPLY FOR A WORK PERMIT

In order to work legally in Canada, most foreign workers must apply for, and receive, a work permit from CIC. To obtain information on who requires a work permit, how and where to apply for a work permit, and to download a work permit application kit, please visit: <http://www.cic.gc.ca/english/work/index.asp>. In Canada, you may contact the CIC Call Centre at 1-888-242-2100.

For further information on the TFWP, please visit: http://www.hrsdc.gc.ca/eng/jobs/foreign_workers/index.shtml

Sincerely,



E. Stasic
Foreign Worker Program Officer
(800) 367-6693
http://www.hrsdc.gc.ca/eng/jobs/foreign_workers/index.shtml

C.C.
Kuldeep Bansal
Overseas Career & Consulting Services Ltd
#204-12830 80th Avenue
Surrey, BC, V3W 3A8

LABOUR MARKET OPINION FOR SF # 8038621

ANNEX A

System file number: 8038621
Service Canada Centre: 4745 - Foreign Worker Recruitment Branch
Service Canada office: E. Stasio
Phone: (800) 367-5693 Fax: (780) 495-2738

Opinion expiry date: 2014-04-01*

* Please take note that the Foreign Worker must apply to CIC for a work permit prior to this date.

Employer Information

Employer ID #: 421205**
Employer Business name: Mac's Convenience Store Inc o/a Mac's Convenience Store
Employer Legal name: Mac's Convenience Store Inc.
Business Phone number: (604) 533-2405
Business Address: Same as employer mailing address

** Please take note of this number for future reference as this will help in the processing of any future Foreign Worker requests.

Employer Contact(s)

Contact Name	Contact Phone	Other Phone	Job Title
Geoff Higuchi (primary)	(604) 219-4710	(604) 533-8405	Senior Recruitment and Training Manager

Third Party Information

Third Party ID #: 384606**
Third Party Company: Overseas Career & Consulting Services Ltd
Third Party Legal name: Overseas Career & Consulting Services Ltd.
Third Party Business Address: Same as the third party mailing address

**Please take note of this number for future reference as this will help in the processing of any future Foreign Worker requests.

Name of Representative	Phone	Fax	Job Title
Kuldeep Bansal	(604) 572-7788 Ext. 223	(604) 572-6767	

Job Information

NOC code and title: 6211 - Retail Store Supervisor
Number of positions: 10
Level of education: Secondary school
(as required by employer)
Language requirements:
Oral: English
Written: English
Regulatory body: This occupation is not regulated.
Duration of employment: 2 Year(s)
Seasonal: No

LABOUR MARKET OPINION FOR SF # 8038621

Two-employer application (FSTP): N/A

Wage: \$ 17.50 / Hour CAD

Benefits: 4.00% vacation pay

Hours of work: 7.50 hour(s) per day
37.50 hour(s) per weekOvertime hours: Overtime rate of \$ 26.25 / hr will be paid if employees work more than 44.00
hours per week.

Expected start date: N/A

Location(s) of employment: Various locations in Edmonton
Edmonton
AB

LABOUR MARKET OPINION FOR SF # 8038621

In the context of your application for this LMO, you certified that:

- I will provide the foreign worker(s) I employ with the wages, working conditions and employment in an occupation that are substantially the same as those described in the positive Labour Market Opinion letter and annex.
- I will immediately inform Service Canada of any subsequent changes related to the foreign workers' terms and conditions of employment, as described in the positive Labour Market Opinion letter and annex.
- I am compliant with, and agree to continue to abide by, the relevant federal/provincial/territorial laws that regulate employment in the occupation specified and, if applicable, the terms and conditions of any collective agreement in place. I recognize that any terms and conditions of the attached offer of employment are considered null and void if they are less favourable to the foreign worker than the standards stipulated in the relevant Labour Standards Act.
- I am compliant with, and agree to continue to abide by, federal/provincial/territorial legislation related to the foreign worker's recruitment applicable in the jurisdiction where the job is located. I declare that all recruitment done or that will be done on my behalf by a third party was or will be done in compliance with federal/provincial/territorial laws governing recruitment. I am aware that I will be held responsible for the actions of any person recruiting foreign workers on my behalf.
- There is no ongoing or pending labour dispute at my business, and I will inform Service Canada in the case that one should develop.
- The third party representative associated with this application is paid and is a member in good standing with the Immigration Consultants of Canada Regulatory Council (ICCRC).

This is Exhibit "U1" referred to in the
affidavit of GEOFF HIGUCHI
made before me on this 10th
day of OCTOBER 2016.


A Commissioner for taking
Affidavits for British Columbia

EMPLOYMENT CONTRACT

The Employer: Mac's Convenience Store Inc. _____
Business Name (if a Business, provide key business
contact under last name/first name): _____

Last Name : Higuchi _____
First Name: Geoff _____
Address: #1013-7445 132 Street, Surrey, BC V3W 1J8 _____
Phone Number: (604) 219-4710 or (604) 590-5352 _____
Fax Number: (604) 590-7708 _____
Email Address: geoff.higuchi@macs.ca _____

The Employee: _____
Last Name: _____
First Name: _____
Home Address: _____
Phone Number: _____
Fax Number: _____
Email Address: _____

The PARTIES agree as follows:

Duration of Contract

1. This contract shall have duration of 24 months from the date The EMPLOYEE assumes his/her functions. (the "TERM OF EMPLOYMENT").
2. Both parties agree that this contract is conditional upon The EMPLOYEE obtaining a valid work permit pursuant to the Immigration Regulations, and his/her successful entry to Canada.

Job Description

3. The EMPLOYEE agrees to carry out the following tasks (describe tasks in detail): please see the attached sheet.

Work Schedule

4. The EMPLOYEE shall work 37.5 hours per week. He/she shall be paid overtime for hours of work exceeding 40.00 hours per week. His/her workday shall begin at _____ and end at _____, or, if the schedule varies by day, specify:
Shifts vary during week 24/7.
5. The EMPLOYEE shall be entitled to 30 minutes per day of break time (lunch, coffee breaks etc.....).
6. The EMPLOYEE shall be entitled to 02 day(s) off per week, on days off vary.

Job Description - Retail Store Supervisor

- Supervise and coordinate all staff members.
- Assign workers to duties.
- Resolve customer complaints.
- Maintain specified inventory.
- Maintain records of stock, repairs, sales and wastage.
- Prepare and submit reports.
- Train staff in job duties, sanitation and safety procedures.

7. The EMPLOYEE shall be entitled to 4% weeks of paid vacation.

8. The EMPLOYEE shall be entitled to 0 days of sick leave per year.

Wages and Deductions

9. The EMPLOYER agrees to pay The EMPLOYEE, for his/her work, wages of \$_____ per week, or \$ 14.00 per hour. These shall be paid at intervals of bi-weekly.

10. The EMPLOYER agrees to remit all EMPLOYEE's income deductions to Canada Revenue Agency (in Quebec, also to Revenu Québec) as prescribed by law (including, but not limited to Employment Insurance, Income Tax, Canada Pension Plan or Quebec Pension Plan).

11. The EMPLOYER shall not recoup from the EMPLOYEE, through payroll deductions or any other means, any costs incurred from recruiting the EMPLOYEE.

Reviewing Wages

12. If applicable, the EMPLOYER agrees to review and adjust (if necessary) the EMPLOYEE'S wages after 12 months of continuous employment, to ensure they meet the prevailing wage rate for the occupation in the region where the EMPLOYEE shall be employed.

Transportation Costs.

Use the appropriate no. 13 clause according to the situation.

13. The EMPLOYER agrees to assume the transportation costs of the round trip travel of the EMPLOYEE between his/her country of permanent residence and place of work in Canada, i.e. (specify the country of permanent residence and the place of work in Canada). It is the EMPLOYER'S obligation and responsibility to pay for the transportation costs and they cannot be passed on to the foreign worker (i.e. the EMPLOYEE pays for the transportation costs on behalf of the employer and is reimbursed at a later date). Under no circumstances are transportation costs recoverable from the EMPLOYEE.

Or

13. Since the EMPLOYEE is currently in Canada, the EMPLOYER agrees to pay the costs of transporting the EMPLOYEE from his/her current Canadian address to the EMPLOYER'S location of work in Canada, i.e. Yellowknife, NWT (specify the EMPLOYEE'S current Canadian address and the place of work) and one-way transportation back to the EMPLOYEE'S country of permanent residence i.e. Philippines (specify the EMPLOYEE'S country of permanent residence). It is the EMPLOYER'S obligation and responsibility to pay for the transportation costs and they cannot be passed on to The EMPLOYEE (i.e. employee pays for his/her own transportation on behalf of the EMPLOYER and is

reimbursed at a later date). Under no circumstances are transportation costs recoverable from the EMPLOYEE.

14. If there is a termination of the employer-employee relationship and the EMPLOYEE is hired by a NEW EMPLOYER who has a neutral or positive Labour Market Opinion under the Pilot Project for Occupations Requiring Lower Levels of Formal Training (NOC C & D) of the Temporary Foreign Worker Program, The EMPLOYEE shall release the ORIGINAL EMPLOYER with the obligation of his/her return transportation cost to his/her country of permanent residence. The NEW EMPLOYER is responsible for the EMPLOYEE's transportation costs to the new location of work in Canada and back to the EMPLOYEE's country of permanent residence. The EMPLOYER is obliged to and responsible for paying the transportation costs (i.e. the ORIGINAL EMPLOYER pays incoming transportation costs and the NEW EMPLOYER pays for the return transportation costs to the country of permanent residence). These costs cannot be passed on to the EMPLOYEE (i.e. EMPLOYEE pays for its own transportation on behalf of the EMPLOYER and is reimbursed at a later date). Under no circumstances are transportation costs recoverable from foreign workers.

Temporary foreign workers who change jobs must ensure that their work permits are modified accordingly and EMPLOYERS who hire temporary foreign workers already in Canada must apply to HRSDC/Service Canada for a Labour Market Opinion (LMO) and obtain a neutral or positive LMO.

Accommodation

15. The EMPLOYER agrees to ensure that reasonable and proper accommodation is available for the EMPLOYEE, and shall provide the EMPLOYEE with suitable accommodation, if necessary. If accommodation is provided, the employer shall recoup costs as outlined below. Such costs shall not be more than is reasonable for accommodations of that type in the employment location.

The EMPLOYER _____ will / ☒ will not provide the EMPLOYEE with accommodation. (Mark X beside appropriate box)

If yes, The EMPLOYER will recoup the costs at an amount of \$ _____ per _____ (month, two-week period etc.) through payroll deductions.

Hospital and Medical Care Insurance

16. The EMPLOYER agrees to provide health insurance at no cost to the foreign worker until such time as the worker is eligible for applicable provincial health insurance.

Workplace Safety Insurance (Worker's Compensation)

17. The EMPLOYER agrees to register The EMPLOYEE under the relevant provincial government insurance plan. The EMPLOYER agrees not to deduct money from The EMPLOYEE'S wages for this purpose.

Notice of Resignation

18. Should the EMPLOYEE wish to terminate the present contract, The EMPLOYEE agrees to give The EMPLOYER written notice thereof at least one week in advance.

Notice of Termination of Employment

19. The EMPLOYER must give written notice before terminating the contract of The EMPLOYEE if the EMPLOYEE has completed 3 months of uninterrupted service with the EMPLOYER and if the contract is not about to expire. This notice shall be provided at least one week in advance.

Contract Subject to Provincial Labour and Employment Legislation and Applicable Collective Agreements

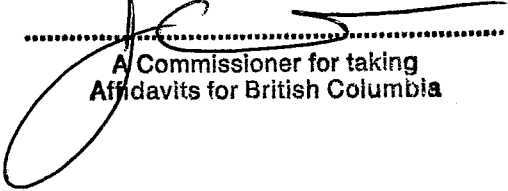
20. The EMPLOYER is obliged to abide by the standards set out in the relevant provincial labour standards act and, if applicable, the terms of any collective agreement in place. In particular, The EMPLOYER must abide by the standards with respect to how wages are paid, how overtime is calculated, meal periods, statutory holidays, annual leave, family leave, benefits and recourse under the terms of the provincial labour standards act and, if relevant, collective agreement. Any terms of this contract of employment less favourable to The EMPLOYEE than the standards stipulated in the relevant labour standards act is null and void.

IN WITNESS WHEREOF the parties state that they have read and accepted all the terms and conditions stipulated in the present contract.

Signed at: _____ Surrey, BC _____
The Employer _____ Geoff Higuchi _____
Date _____ 2013-06-21 _____

and at: _____ Yellowknife, NWT _____
The Employee _____ [REDACTED] _____
Date _____ 2013-06-21 _____

This is Exhibit ^{"V"}..... referred to in the
affidavit of GEORGE HIGUCHI
made before me on this 10th
day of OCTOBER 20 16


A Commissioner for taking
Affidavits for British Columbia

From: Geoff Higuchi </O=FIRST ORGANIZATION/OU=FIRST ADMINISTRATIVE GROUP/CN=RECIPIENTS/CN=GHIGUCHI>
Sent: Tuesday, June 3, 2014 9:24 AM
To: Shakila Jiffry <shakilajiffry@ymail.com>
Subject: RE: RE: RE: RE: Re:: Experience latter
Attachment: SCN_0130.pdf

Hi

Here is your letter.

Hope it is what your requested.

Geoff Higuchi,

BC Operations Manager

Mac's Convenience Stores Inc.

A subsidiary of Alimentation Couche-Tard Inc.

Office: (604) 533-2405 Cell: (604) 219-4710 / 7150-200th Street, Langley, BC V2Y 3B9 / Fax: (604) 533-2425/ geoff.higuchi@macs.ca



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From: Shakila Jiffry [mailto:shakilajiffry@ymail.com]
Sent: May 29, 2014 3:11 PM
To: Geoff Higuchi
Subject: Re: RE: RE: RE: Re:: Experience latter

Dear Geoff

My joining date 2013 February 14th
store location Grimshaw alberta
position cashier
My last working day was 08th of march
2014

Sent from Yahoo Mail on Android

From: Geoff Higuchi <Geoff.Higuchi@macs.ca>;
To: shakilajiffry@ymail.com <shakilajiffry@ymail.com>;
Subject: RE: RE: RE: Re:: Experience latter
Sent: Thu, May 29, 2014 6:55:55 PM

Hi

As far as I know we are not obligated but that does not mean we would not do.

I will need all the specifics:

Where you worked?

When you worked (Start & Finish dates)

Last position

Thanks

Geoff Higuchi,

BC Operations Manager

Mac's Convenience Stores Inc.

A subsidiary of Alimentation Couche-Tard Inc.

Office: (604) 533-2405 Cell: (604) 219-4710 / 7150-200th Street, Langley, BC V2Y 3B9 / Fax: (604) 533-2425/ geoff.higuchi@macs.ca



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From: shakilajiffry@ymail.com [mailto:shakilajiffry@ymail.com]
Sent: May 29, 2014 11:43 AM
To: Geoff Higuchi
Subject: Re: RE: RE: Re:: Experience latter

Dear Geoff,

I understand the situation but as a employee I belive I have rights to get a experience latter in case for future requirement.

Thank you for opportunity that you have offer to work with macs and the same time I would like to bring my husband to make better life in canada.

Waiting for your positive replay and all I need experience latter that I work with macs for a past year.

Thanks
Shakila

Sent from Yahoo Mail on Android

From: Geoff Higuchi <Geoff.Higuchi@macs.ca>;
To: Shakila Jiffry <shakilajiffry@ymail.com>;
Subject: RE: RE: Re:: Experience latter
Sent: Thu, May 29, 2014 5:29:24 PM

Hi

You do know the reason we brought you here was to work in our business.

This process is costly to Mac's as we have to pay Service Canada and OSI.

You came through the Temporary Foreign Worker program and the intention of the program is not intended for you to stay here. This is what has come up in the news and is part of the reason why people do not want this program.

I am not so sure a letter from us would be of benefit as you have now left a position which we will not fill with a TFW again.

Geoff Higuchi,

BC Operations Manager

Mac's Convenience Stores Inc.

A subsidiary of Alimentation Couche-Tard Inc.

Office: (604) 533-2405 Cell: (604) 219-4710 / 7150-200th Street, Langley, BC V2Y 3B9 / Fax: (604) 533-2425/ geoff.higuchi@macs.ca



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From: Shakila Jiffry [<mailto:shakilajiffry@ymail.com>]
Sent: May 29, 2014 10:23 AM
To: Geoff Higuchi
Subject: Re: RE: Re:: Experience latter

Dear Mr. Geoff ,

Yes I'm looking for a latter will mention my joining date n what position I was kind of thing .. yes I left macs reason I have got a new job as supervisor in retail store. I have spoke to brinda any promotion will get or something good for my career but she said nathing that they have so I spoke overseas immigration they said I can't get my pr or husband since I haven't promote so I left for my future good ...

Please sir I'm looking this latter accordingly

Shakila jiffry nagoor
7802190770

Sent from Yahoo Mail on Android

From: Geoff Higuchi <Geoff.Higuchi@macs.ca>;
To: shakilajiffry@ymail.com <shakilajiffry@ymail.com>;
Subject: RE: Re:: Experience latter
Sent: Thu, May 29, 2014 2:25:54 PM

Hello,

I am sorry but am not sure what you are asking of me?

Have you left Mac's and why?

Also were you from Overseas Immigration?

Thanks

Geoff Higuchi,

BC Operations Manager

Mac's Convenience Stores Inc.

A subsidiary of Alimentation Couche-Tard Inc.

Office: (604) 533-2405 Cell: (604) 219-4710 / 7150-200th Street, Langley, BC V2Y 3B9 / Fax: (604) 533-2425/ geoff.higuchi@macs.ca



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*message (or responsible for delivery of the message to such person), you may not copy or deliver this message to anyone.
Please advise sender and delete this email immediately.*

From: shakilajiffry@ymail.com [mailto:shakilajiffry@ymail.com]
Sent: May 28, 2014 7:15 PM
To: Geoff Higuchi
Subject: Re:: Experience latter

Dear Mr. Geoff,

Please find attached.

I would like to get my work experience latter accordingly. I have informed Mr. Dasun.. im waiting for it. Kindly do nassasary ...

Shakila jiffry nagoor

7802190770

Sent from Yahoo Mail on Android



Mac's Convenience Stores Inc.
A subsidiary of Alimentation Couche-Tard Inc.

British Columbia District Office
Unit 1013, 7445 - 132nd Street
Surrey, B.C. V3W 1J8

T: (604) 590-5352
F: (604) 590-3559

May 29, 2014

To Whom it May Concern;

Dear Sirs/Mesdames;

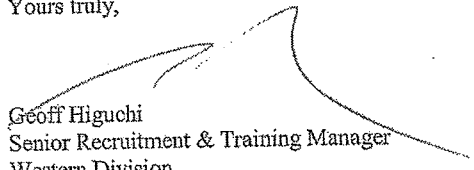
Re: Shakila Jiffry

As requested by Shakila, I wish to confirm her employment with us at Mac's Convenience Store Inc. from February 2013- March 8, 2014

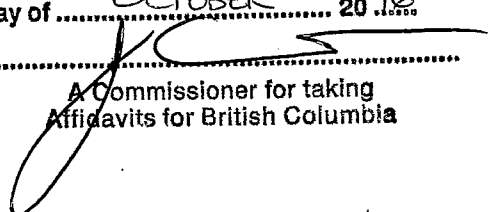
Ms. Skakila was part of the "Temporary Foreign Worker" program and was employed as a cashier at our Mac's Convenience Store in Grimshaw, Alberta.

Should you have any questions, please do not hesitate to contact the undersigned.

Yours truly,


Geoff Higuchi
Senior Recruitment & Training Manager
Western Division

This is Exhibit ^{"W"}..... referred to in the
affidavit of GEOFF HIGUCHI
made before me on this 10th
day of OCTOBER 20 16


A Commissioner for taking
Affidavits for British Columbia

From: Kuldeep Bansal <kuldeep@overseasimmigration.com>
Sent: May-29-14 12:35 PM
To: Geoff Higuchi
Subject: Experience latter

Hi Geoff,

This is today only that we got the information that she is not working with Macs. She will be removed from LMO tomorrow.

Regards

Kuldeep Bansal

From: Geoff Higuchi [<mailto:Geoff.Higuchi@macs.ca>]
Sent: May 29, 2014 10:30 AM
To: Cynthia Hirak; 'Tandeep Sidhu'
Subject: FW: RE: Re:: Experience latter

Cynthia,

Has this person been removed from our LMO?

Thanks

Geoff Higuchi,
 BC Operations Manager
 Mac's Convenience Stores Inc.
 A subsidiary of Alimentation Couche-Tard Inc.

Office: (604) 533-2405 Cell: (604) 219-4710 / 7150-200th Street, Langley, BC V2Y 3B9 / Fax: (604) 533-2425/ geoff.higuchi@macs.ca



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From: Redacted
Sent: May 29, 2014 10:23 AM
To: Geoff Higuchi
Subject: Re: RE: Re:: Experience latter

Dear Mr. Geoff,

Yes I'm looking for a latter will mention my joining date n what position I was kind of thing .. yes I left macs

161

reason I have got a new job as supervisor in retail store. I have spoke to brinda any promotion will get or something good for my career but she said nathing that they have so I spoke overseas immigration they said I can't get my pr or husband since I haven't promote so I left for my future good ...

Please sir I'm looking this latter accordingly

Redacted

Redacted

Sent from Yahoo Mail on Android

From: Geoff Higuchi <Geoff.Higuchi@macs.ca>;

To: Redacted

Subject: RE: Re:: Experience latter

Sent: Thu, May 29, 2014 2:25:54 PM

Hello,

I am sorry but am not sure what you are asking of me?

Have you left Mac's and why?

Also were you from Overseas Immigration?

Thanks

Geoff Higuchi,

BC Operations Manager

Mac's Convenience Stores Inc.

A subsidiary of Alimentation Couche-Tard Inc.

Office: (604) 533-2405 Cell: (604) 219-4710 / 7150-200th Street, Langley, BC V2Y 3B9 / Fax: (604) 533-2425/ geoff.higuchi@macs.ca



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From: Redacted
Sent: May 28, 2014 7:15 PM
To: Geoff Higuchi
Subject: Re:: Experience latter

Dear Mr. Geoff,

Please find attached.

I would like to get my work experience latter accordingly. I have informed Mr. Dasun.. im waiting for it.
Kindly do nassasary ...

Redacted

Redacted

Sent from Yahoo Mail on Android



May 1, 2014

Geoff Higuchi
Mac's Convenience Store Inc./ Mac's Convenience Store Inc. dba Quizno's
#1013 - 7445 132 St.
Surrey BC V3W 1J8

Dear Geoff Higuchi:

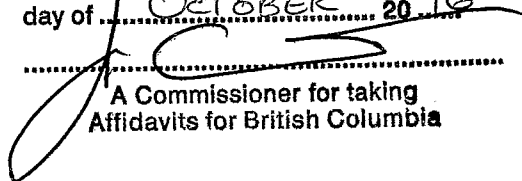
Re: Suspension of Labour Market Opinion(s) - System file number(s): 7963041, 7964243

On April 24, 2014, the Minister of Employment and Social Development announced that labour market opinions (LMOs) issued to employers in the food services industry will be suspended until further notice. As a result, the positive LMO(s) cited above has/have been suspended effective April 30, 2014 in accordance with the Ministerial Instructions that came into effect on December 31, 2013. Specifically, the Department now has new information that if known at that time of the issuance of your LMO(s) would have led to a different opinion, as it indicates that there was no labour market need. Accordingly, the suspension of the LMO(s) will remain in effect until completion of an on-going review of the Temporary Foreign Worker Program.

In the meantime, prospective temporary foreign workers you intend to hire may not be able to obtain a work permit to fill any of the unused positions (i.e. positions for which a work permit has not yet been approved), listed on these LMOs. It is therefore strongly recommended that you contact these prospective temporary foreign workers and advise them not to apply for a work permit with Citizenship and Immigration Canada or at the Canada Border Services Agency Port of Entry at this time.

If the temporary foreign worker you are hiring has already received their work permit or a letter of introduction, please disregard this letter.

This is Exhibit "X" referred to in the
affidavit of GEOFF HIGUCHI
made before me on this 10th
day of OCTOBER 20 16


A Commissioner for taking
Affidavits for British Columbia

.../2

- 2 -

Should you have any questions, please contact Alexis Conrad, Director General,
Temporary Foreign Worker Directorate, by e-mail at NA-DGTFWP-DGPTET-
GD@hrsdc-rhdcc.gc.ca.

Yours sincerely,



Alexis Jonathan Conrad
Director General
Temporary Foreign Worker Directorate
Employment and Social Development Canada

c.c. Citizenship and Immigration Canada
Temporary Resident Program Delivery Division

Canada Border Services Agency
Border Operations Directorate



May 1, 2014

Geoff Higuchi
Mac's Convenience Store Inc./ Mac's Convenience Store Inc o/a Mac's Convenience
Store
7150 200 Street
Langley BC V2Y 3B9

Dear Geoff Higuchi:

Re: Suspension of Labour Market Opinion(s) - System file number(s): 7949346,
7950742, 7961704, 7961709, 7963747, 7968241, 7968250, 7968261, 7969180, 7969189,
7984854, 7984865, 7988600, 7988991, 7988998, 7989007, 7993214, 7998586, 8008866,
8027268, 8027330, 8038621, 8039169, 8065497, 8065498

On April 24, 2014, the Minister of Employment and Social Development announced that labour market opinions (LMOs) issued to employers in the food services industry will be suspended until further notice. As a result, the positive LMO(s) cited above has/have been suspended effective April 30, 2014 in accordance with the Ministerial Instructions that came into effect on December 31, 2013. Specifically, the Department now has new information that if known at that time of the issuance of your LMO(s) would have led to a different opinion, as it indicates that there was no labour market need. Accordingly, the suspension of the LMO(s) will remain in effect until completion of an on-going review of the Temporary Foreign Worker Program.

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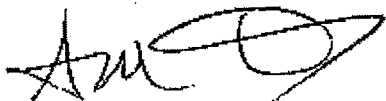
If the temporary foreign worker you are hiring has already received their work permit or a letter of introduction, please disregard this letter.

.../2

- 2 -

Should you have any questions, please contact Alexis Conrad, Director General,
Temporary Foreign Worker Directorate, by e-mail at NA-DGTFWP-DGPTET-
GD@hrsdc-rhdcc.gc.ca.

Yours sincerely,



Alexis Jonathan Conrad
Director General
Temporary Foreign Worker Directorate
Employment and Social Development Canada

c.c. Citizenship and Immigration Canada
Temporary Resident Program Delivery Division

Canada Border Services Agency
Border Operations Directorate



May 1, 2014

Geoff Higuchi
Mac's Convenience Store Inc./ Mac's Convenience Store Inc. dba Subway
#1013 - 7445 132 Street
Surrey BC V3W 1J8

Dear Geoff Higuchi:

Re: Suspension of Labour Market Opinion(s) - System file number(s): 7911727,
7911830, 7914746, 7914756, 7915912, 7920349, 7920403, 7925095, 7925100, 7925131,
7925247, 7925265, 7926787, 7926795, 7926960, 7929052, 7929291, 7930410, 7930957,
7937164, 7944131, 7944949, 7944967, 7945080, 7952337, 7957212, 7961620, 7961633,
796

On April 24, 2014, the Minister of Employment and Social Development announced that labour market opinions (LMOs) issued to employers in the food services industry will be suspended until further notice. As a result, the positive LMO(s) cited above has/have been suspended effective April 30, 2014 in accordance with the Ministerial Instructions that came into effect on December 31, 2013. Specifically, the Department now has new information that if known at that time of the issuance of your LMO(s) would have led to a different opinion, as it indicates that there was no labour market need. Accordingly, the suspension of the LMO(s) will remain in effect until completion of an on-going review of the Temporary Foreign Worker Program.

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If the temporary foreign worker you are hiring has already received their work permit or a letter of introduction, please disregard this letter.

- 2 -

Should you have any questions, please contact Alexis Conrad, Director General, Temporary Foreign Worker Directorate, by e-mail at NA-DGTFWP-DGPTET-GD@hrsdc-rhdcc.gc.ca.

Yours sincerely,



Alexis Jonathan Conrad
Director General
Temporary Foreign Worker Directorate
Employment and Social Development Canada

c.c. Citizenship and Immigration Canada
 Temporary Resident Program Delivery Division

Canada Border Services Agency
Border Operations Directorate



May 1, 2014

Geoff Higuchi
Mac's Convenience Store Inc./ Macs Convenience Stores Inc o/a Seattle's Best Coffee
1013 7445 132 St
Surrey BC V3W 1J8

Dear Geoff Higuchi:

Re: Suspension of Labour Market Opinion(s) - System file number(s): 7926776,
7955031, 7968289, 7976557

On April 24, 2014, the Minister of Employment and Social Development announced that labour market opinions (LMOs) issued to employers in the food services industry will be suspended until further notice. As a result, the positive LMO(s) cited above has/have been suspended effective April 30, 2014 in accordance with the Ministerial Instructions that came into effect on December 31, 2013. Specifically, the Department now has new information that if known at that time of the issuance of your LMO(s) would have led to a different opinion, as it indicates that there was no labour market need. Accordingly, the suspension of the LMO(s) will remain in effect until completion of an on-going review of the Temporary Foreign Worker Program.

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If the temporary foreign worker you are hiring has already received their work permit or a letter of introduction, please disregard this letter.

.../2

- 2 -

Should you have any questions, please contact Alexis Conrad, Director General,
Temporary Foreign Worker Directorate, by e-mail at NA-DGTFWP-DGPTET-
GD@hrsdc-rhdcc.gc.ca.

Yours sincerely,



Alexis Jonathan Conrad
Director General
Temporary Foreign Worker Directorate
Employment and Social Development Canada

c.c. Citizenship and Immigration Canada
Temporary Resident Program Delivery Division

Canada Border Services Agency
Border Operations Directorate

LABOUR MARKET OPINION CONFIRMATION FOR # 7920349

Service Canada Centre # 4745
Foreign Worker Recruitment Branch
Suite 1440 Canada Place
9700 Jasper Avenue
Edmonton, AB, T5J 4C1

2012-12-20

Geoff Higuchi
Mac's Convenience Store Inc.
1013-7445 132 St
Surrey, BC, V3W 1J8

This is Exhibit "Y" referred to in the
affidavit of GEOFF HIGUCHI
made before me on this 10th
day of OCTOBER 20 16

A Commissioner for taking
Affidavits for British Columbia

ER ID # 413773

Application # 2012-AB-021364
Job # 2012-073513

Dear Geoff Higuchi:

Based on an assessment of the labour market, Service Canada has issued a **positive Labour Market Opinion (LMO)**, and has confirmed your offer(s) of employment to the foreign worker(s) identified in our records.

This Service Canada labour market opinion is based on the information in your application, which is **outlined in the attached annex**. This confirmation is provided with the understanding that all legal requirements, with respect to employment, are followed.

These requirements include, but are not limited to:

- All workers in Canada, including foreign workers, are protected by the relevant labour and employment laws.
- All workers in Canada are entitled to work in a safe workplace where their health is protected.
- If an employer does not pay the wages to which a worker is entitled, workers - including foreign workers - can file a complaint with the federal, provincial or territorial department responsible for employment standards.

For more information on employment standards in your area, visit:

http://www.hrsdc.gc.ca/eng/workplaceskills/foreign_workers/lmodir/lmodirappendixA.shtml

If the services of an agency/recruiter are being utilized, please be aware that employment agencies operating in Alberta must be licensed under the provincial Alberta Fair Trading Act. Section 9 of the Employment Agency Business Licensing Regulation of the Fair Trading Act states that "no business operator may directly or indirectly demand or collect a fee, reward or other compensation from a person who is seeking employment, or information respecting employers seeking employees or from a person for securing or endeavouring to secure employment for the person or for providing the person with information respecting any employer seeking an employee." (www.servicealberta.gov.ab.ca).

As part of the foreign worker's work permit application, applicants must submit this positive LMO, including the annex, prior to the opinion expiry date stated in the annex, to Citizenship and Immigration Canada (CIC). CIC will not consider a work permit application that has been submitted past the expiry date on the attached positive LMO. This LMO confirmation is **only one of CIC's many requirements** in issuing a work permit. It does not authorize the foreign worker(s) to enter, remain or work in Canada. That decision is the responsibility of CIC.

Please note as well that this opinion may be revoked at any time before the issuance of a work permit to the foreign national if:

- (a) the employer has provided materially false or misleading information,

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LABOUR MARKET OPINION CONFIRMATION FOR # 7920349

(b) new facts come to light subsequent to the date of the issuance of the opinion that change the assessment of any of the factors set out in subsection 203(3) and that, in turn, change the opinion that the employment of the foreign national would likely have a neutral or positive effect on the labour market in Canada, or

(c) the opinion was based on a mistake as to some material fact.

Also note that, in addition to providing CIC with a copy of this opinion, CIC expects the foreign national to submit a copy of the employment contract signed by the employer and the foreign national prior to issuing the work permit. The wages and working conditions outlined in the employment contract must be consistent with the information regarding the offer of employment set out in the Annex.

Please keep a copy of these documents for your records, and forward a copy to the prospective foreign worker(s). As well, kindly advise this Service Canada Center and each foreign national if you no longer require his/her services as a worker, or if you need to cancel your job offer prior to the entry of the worker to Canada.

HOW TO APPLY FOR A WORK PERMIT - INFORMATION FOR FOREIGN NATIONALS

In order to work legally in Canada, most foreign nationals must apply for, and receive, a work permit from CIC. To obtain information on who requires a work permit, how and where to apply for a work permit, and to download a work permit application kit, please visit: <http://www.cic.gc.ca/english/work/index.asp>. In Canada, you may contact the CIC Call Centre at 1-888-242-2100 for information.

Sincerely,

for J. [Signature]

R. A. MacGregor
Foreign Worker Officer
(800) 418-4446
http://www.hrsdc.gc.ca/eng/workplaceskills/foreign_workers/index.shtml

c.c.
Kuldeep Bansal
Overseas Career & Consulting Services Ltd
204-12830 80th Avenue
Surrey, BC, V3W 3A8



LABOUR MARKET OPINION CONFIRMATION FOR # 7920349

ANNEX

System file number: 7920349
 Service Canada Centre: 4745 - Foreign Worker Recruitment Branch
 Service Canada officer: R. A. MacGregor
 Phone: (800) 418-4446 Fax: (780) 495-2738
 Opinion expiry date: 2013-04-15*

* Please take note that the Foreign Worker must apply to CIC for a work permit prior to this date.

Employer Information

Employer ID #: 413773**
 Employer Business name: Mac's Convenience Store Inc.
 Employer Legal name: Mac's Convenience Store Inc.
 Business Phone number: (604) 590-5352
 Business Address: Same as employer mailing address
 ** Please take note of this number for future reference as this will help in the processing of any future Foreign Worker requests.

Employer Contact(s)

Contact Name	Contact Phone	Other Phone	Job Title
Geoff Higuchi (primary)	(604) 590-5352		Senior Recruitment and Training Manager

Third Party Information

Third Party ID #: 384606**
 Third Party Company: Overseas Career & Consulting Services Ltd
 Third Party Legal name: Overseas Career & Consulting Services Ltd.
 Third Party Business Address: Same as the third party mailing address
 **Please take note of this number for future reference as this will help in the processing of any future Foreign Worker requests.

Name of Representative	Phone	Fax	Job Title
Kuldeep Bansal	(604) 572-7786	(604) 572-6767	

Job Information

NOC code and title: 6611 - Cashier
 Number of positions: 40
 Level of education: No formal education requirements
 (as required by employer)
 Language requirements:
 Oral: English
 Written: English
 Regulatory body: This occupation is not regulated.





LABOUR MARKET OPINION CONFIRMATION FOR # 7920349

Duration of employment : 2 Year(s)

Wage: \$ 11.40 / Hour CAD

Benefits: Medical insurance
4.00% vacation pay

Hours of work: 7.50 hour(s) per day
37.50 hour(s) per week
162.50 hour(s) per month

Overtime hours: Overtime rate of \$ 17.10 / hr will be paid if employees work more than 44.00 hours per week.

Expected Start Date: N/A

Location(s) of employment: Various Locations
Calgary
AB

Accommodation:

 Provided by employer: No

 Assistance provided: By assisting in finding affordable accommodation.

 Rent: No rent

 Type: N/A

Annex footnote: As this position falls under the Pilot Project for Occupations Requiring Lower Levels of Formal Training (NOC C & D), the employer is responsible for the payment of return airfare and recruitment costs, ensuring availability of affordable accommodation, providing medical insurance, registering employees with WCB, and demonstrating continued efforts to recruit and train Canadian workers. The employer shall not recoup from the employee, through payroll deductions or any other means, any of the above noted costs. These include, but are not limited to, any amounts payable to a third-party recruiter.

As of the date of this letter, 30 of 40 positions have been filled. To receive a confirmation for the remaining positions, the foreign worker information must be submitted to Service Canada prior to the opinion expiry date.





LABOUR MARKET OPINION CONFIRMATION FOR # 7920349

Attestations Signed

Please note that in your application you attested that:

- I will provide the foreign worker(s) I employ with the wages, working conditions and employment in an occupation that are substantially the same as those described in the positive Labour Market Opinion letter and annex, and the employment contract.
- I have signed and enclosed a copy of the employment contract for the job offer indicated in the attached LMO application. The employment contract meets all the program requirements of the Stream for Lower Skill Occupations (NOC C and D). The terms and conditions of the contract, including the wages, working conditions, job duties and any benefits are (or will be adjusted to be) the same as those described in the positive Labour Market Opinion letter and annex.
- I will pay all recruitment costs related to the hiring of the foreign worker and will not recoup, directly or indirectly, any of these costs from the worker.
- I will pay full transportation costs for the foreign worker to travel from his/her country of residence to the location of work in Canada and for the return to the country of residence. In the event that the worker is already in Canada, I will pay full transportation costs from his/her residence in Canada to the location of work in Canada, and for the return to the country of residence. I will not recoup, directly or indirectly, any of these costs from the worker.
- I will provide the foreign worker with medical coverage, at least equivalent to provincial/territorial health care coverage, until he/she is eligible for provincial/territorial health care insurance coverage (where applicable).
- I agree to review and adjust, when applicable, the foreign worker's wages after 12 months of employment to ensure he/she continues to receive the prevailing wage rate of the occupation and region where he/she is employed.
- I will immediately inform Service Canada of any subsequent changes related to the foreign workers' terms and conditions of employment, as described in the positive Labour Market Opinion letter and annex, and the employment contract.
- I am in good standing with the applicable workers' compensation program and I will register the foreign worker under the appropriate provincial/territorial workers' compensation / workplace safety insurance plans, where available, or purchase a personal for free, on-the-job-injury or illness insurance that provides the foreign worker with a protection equivalent to the one offered by the applicable provincial/territorial law.
- I am compliant with, and agree to continue to abide by, the relevant federal/provincial/territorial laws that regulate employment in the occupation specified and, if applicable, the terms and conditions of any collective agreement in place. I recognize that any terms and conditions of the attached offer of employment are considered null and void if they are less favourable to the foreign worker than the standards stipulated in the relevant Labour Standards Act.
- I am compliant with, and agree to continue to abide by, federal/provincial/territorial legislation related to the foreign worker's recruitment applicable in the jurisdiction where the job is located. I declare that all recruitment done or that will be done on my behalf by a third party was or will be done in compliance with federal/provincial/territorial laws governing recruitment. I am aware that I will be held responsible for the actions of any person recruiting foreign workers on my behalf.
- The third party representative associated with this application is paid and is a member in good standing with the Immigration Consultants of Canada Regulatory Council (ICCRC).





LABOUR MARKET OPINION CONFIRMATION FOR # 7920349

Service Canada Centre # 4745
Foreign Worker Recruitment Branch
Suite 1440 Canada Place
9700 Jasper Avenue
Edmonton, AB, T5J 4C1

2012-12-20

Geoff Higuchi
Mac's Convenience Store Inc.
1013-7445 132 St
Surrey, BC, V3W 1J8

ANNEX B

Do not forward this annex to the foreign worker(s). Annex B is intended for the employer's records only and is not required for the purposes of applying for a work permit. The foreign worker only requires the LMO confirmation letter identifying the system file number 7920349.

Employer ID #: 413773
Employer Business name: Mac's Convenience Store Inc.
Employer Legal name: Mac's Convenience Store Inc.
System file number: 7920349
Opinion expiry date: 2013-04-15*

** Please note that the temporary foreign worker must apply to CIC for a work permit prior to this date.*

Job Information

NOC code and title: 6611 - Cashier
Number of positions: 40
Expected Start Date: N/A

Temporary Foreign Worker's Information

Last name

[REDACTED]

First name

[REDACTED]



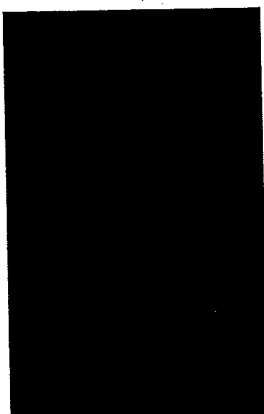
LABOUR MARKET OPINION CONFIRMATION FOR # 7920349



Khadka



Bishnu Bahadur



Foreign Worker Name Submission for System File #: 7920349

Expiry Date: 2013-04-15*

Employer ID: 413773**

Employer Fax: (604) 590-3659

Employer Name: Mac's Convenience Store Inc.

Third Party Fax: (604) 572-6767

Employer Contact: Geoff Higuchi (primary)

Wage: \$ 11.40 / Hour CAD

NOC code and title: 6611 - Cashier

Duration of employment: 2 Year(s)

Primary Location: Various Locations
Calgary
AB

Family Name	Given Name	Gender M/F	Date of Birth yyyy/mm/dd	If FW already in Canada - Immigration Status	If FW is already in Canada - His/Her Location (City, Province)	Location of Residence Outside of Canada (City, Country)	Citizenship

Signature of Employer Contact

Name of Employer Contact

Date (dd-mm-yyyy)

Title of Employer Contact

Contact Phone Number (business hours)

Signature of Third Party Representative (if applicable)

Name of Third Party Representative

Date (dd-mm-yyyy)

Please FAX TO: (780) 495-2738

Immigration Status - Valid Entries: (Foreign Worker, Visitor, Refugee Claimant or Student)

Redacted

From: Cynthia Hirak <cynthia@overseasimmigration.com>
Sent: April-01-14 5:17 PM
To: Geoff Higuchi
Cc: kuldeep@overseasimmigration.com
Subject: Candidates Arriving

<u>Candidate Name</u>	<u>Province Destined For</u>	<u>Wage Rate</u>	<u>Date of Arrival</u>	<u>Arrival Time</u>	<u>Airline</u>	<u>Arrival Airport</u>
Redacted	British Columbia	12.00	April 3, 2014	4:00 p.m.	Sri Lankan	Vancouver
Redacted	British Columbia	12.00	April 11, 2014	9:10 a.m.	China Eastern	Vancouver
Bishnu Bahadur Khadka	Alberta	11.40	April 13, 2014	11:55 a.m.	Air China	Vancouver
Redacted	Alberta	11.40	April 14, 2014	4:30 p.m.	Air India	Vancouver

Hello Geoff,

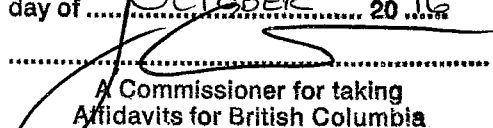
As per your conversation with Kuldeep, please note the need for the following vacancies:

Terrace 2
 Kitimat 2
 Summerland 2
 Production Way 1
 Victoria 1
 Calgary 6

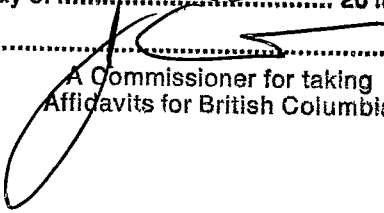
We have been able to arrange the above noted candidates who are already approved to come to Canada and were awaiting employment confirmation and start date in their home countries. These candidates we have been able to book immediately to help with the labour shortage. Job confirmation letters will be sent for your signature to confirm vacancy in either British Columbia or Alberta as per their destined province.

Thanks.

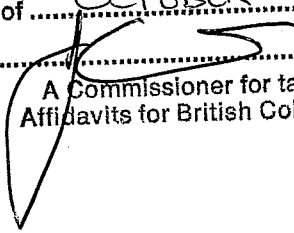
Cynthia Hirak
 Paralegal
cynthia@overseasimmigration.com
 Head Office #204 - 12830 80th Avenue
 Surrey, B.C. V3W 3A8
 (604) 572 - 7786 ext. 226
 (604) 572 - 6767 fax
 (888) 572 - 0077 toll free
www.overseasimmigration.com

This is Exhibit ^{"Z"} referred to in the
 affidavit of Geoff Higuchi
 made before me on this 10th
 day of OCTOBER, 2016

 A Commissioner for taking
 Affidavits for British Columbia

This is Exhibit "AA" referred to in the
affidavit of GEDFF HIGUCHI
made before me on this 10th
day of OCTOBER 2016


A Commissioner for taking
Affidavits for British Columbia

This is Exhibit "BB" referred to in the
affidavit of GEOFF HIGUCHI
made before me on this 10th
day of OCTOBER 2016


A Commissioner for taking
Affidavits for British Columbia

RECORD OF EMPLOYMENT (ROE)

1 SERIAL NO. W33071400		2 SERIAL NO. OF ROE AMENDED OR REPLACED		3 EMPLOYER'S PAYROLL REFERENCE NO.	
4 EMPLOYER'S NAME AND ADDRESS Mac's Convenience Stores Inc (02) 4204 BOUL INDUSTRIEL LAVAL QC Canada				5 CRA BUSINESS NUMBER (BN) 104855408RP0002	
6 EMPLOYEE'S NAME AND ADDRESS BISHNU BAHADUR KHADKA 34 Banyay 211 Kitimat BC, V8C 2P7				7 POSTAL CODE H7L0R3	
8 OCCUPATION Customer Sales Rep. Fuel Site				9 PAY PERIOD TYPE B - Bi-weekly	
10 TOTAL INSURABLE HOURS ACCORDING TO CHART ON PAGE 2 42				11 SOCIAL INSURANCE NO. 931-260-103	
12 TOTAL INSURABLE EARNINGS ACCORDING TO CHART ON PAGE 2 \$ 490.20				13 FIRST DAY WORKED D M Y 20 04 2014	
14 THE FIRST ENTRY MUST RECORD THE INSURABLE EARNINGS FOR THE FINAL (MOST RECENT) INSURED PAY PERIOD. ENTER DETAILS BY PAY PERIOD AS PER THE CHART ON PAGE 2.				15 LAST DAY FOR WHICH PAID D M Y 24 04 2014	
16 REASON FOR ISSUING THIS ROE Other K				16 FINAL PAY PERIOD ENDING DATE D M Y 27 04 2014	
17 FOR FURTHER INFORMATION, CONTACT Store Manager 405T112200 TELEPHONE NO. (250) 632-3768				17 EXPECTED DATE OF REGALL D M Y <input type="checkbox"/> UNKNOWN <input checked="" type="checkbox"/> NOT RETURNING	
18 ONLY COMPLETE IF PAYMENT OR BENEFITS (OTHER THAN REGULAR PAY) PAID IN OR IN ANTICIPATION OF THE FINAL PAY PERIOD OR PAYABLE AT A LATER DATE.				18	
A - VACATION PAY \$ 19.61				19	
B - STATUTORY HOLIDAY PAY FOR D M Y				20	
C - OTHER MONIES (SPECIFY)				21	
19 PAID SICK/MATERNITY/PARENTAL/COMPASSIONATE CARE LEAVE OR GROUP WAGE LOSS INDEMNITY PAYMENT				22	
20 COMMUNICATION PREFERRED IN <input checked="" type="checkbox"/> English <input type="checkbox"/> French				23	
21 I AM AWARE THAT IT IS AN OFFENSE TO MAKE FALSE ENTRIES AND HEREBY CERTIFY THAT ALL STATEMENTS ON THIS FORM ARE TRUE.				24	
22 Name of issuer ALI				25	
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Geoff Higuchi
Macs Convenience Stores o/a Subway
#1013 - 7445 132nd Street
Surrey, BC V3W 1J8
604-219-4710 or 604-590-5352

June 11, 2014

**Re: Seeking to fulfill conditions
of Work Permit, LMO, Employment Contract and Letter.**

Dear Geoff Higuchi:

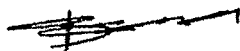
This letter is to inform you I am ready willing and available to meet the conditions set out in my Work Permit, LMO, and Employment Contract.

I have noticed in these documents, among other conditions, that I am to work for Mac's Convenience Store Inc. dba Subway as a 6611 - Cashier, BC NES. I would suggest NES means Not Explicitly Stated ie the Location is anywhere in BC.

Also, I have attempted to obtain a Separation Slip from my previous employer, Mac's Convenience Store in Kitimat without success. Perhaps you could assist me in obtaining the Separation Slip.

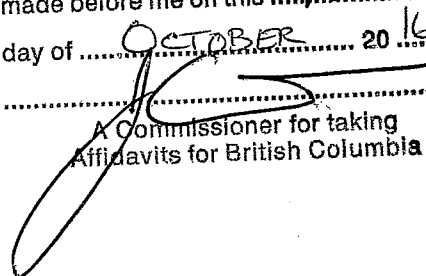
I, Bishnu Bahadur Khadka, thank you for your prompt attention to this matter. I look forward to being legally employed as soon as possible.

Sincerely yours



Bishnu Bahadur Khadka
778-893-2500

This is Exhibit "CC" referred to in the
affidavit of Geoff Higuchi
made before me on this 10th
day of OCTOBER 2016



A Commissioner for taking
Affidavits for British Columbia

This is Exhibit "DD" referred to in the
affidavit of GEOFF HIGUCHI
made before me on this 10th
day of OCTOBER 2016
Commissioner for taking
Affidavits for British Columbia

LABOUR MARKET OPINION CONFIRMATION FOR # 7945080

Service Canada Centre # 4745
Foreign Worker Recruitment Branch
Suite 1440 Canada Place
9700 Jasper Avenue
Edmonton, AB, T5J 4C1

2013-04-09

Geoff Higuchi
Mac's Convenience Store Inc. dba Subway
#1013 - 7445 132 Street
Surrey, BC, V3W 1J8

ER ID # 256202

Application # 2012-AB-027857
Job # 2012-096376

Dear Geoff Higuchi:

Based on an assessment of the labour market, Service Canada has issued a positive Labour Market Opinion (LMO), and has confirmed your offer(s) of employment to the foreign worker(s) identified in our records.

This Service Canada labour market opinion is based on the information in your application, which is outlined in the attached annex. This confirmation is provided with the understanding that all legal requirements, with respect to employment, are followed.

These requirements include, but are not limited to:

- All workers in Canada, including foreign workers, are protected by the relevant labour and employment laws.
- All workers in Canada are entitled to work in a safe workplace where their health is protected.
- If an employer does not pay the wages to which a worker is entitled, workers - including foreign workers - can file a complaint with the federal, provincial or territorial department responsible for employment standards.

For more information on employment standards in your area, visit:
http://www.hrsdc.gc.ca/eng/workplaceskills/foreign_workers/modir/modirappendixA.shtml

As part of the foreign worker's work permit application, applicants must submit this positive LMO, including the annex, prior to the opinion expiry date stated in the annex, to Citizenship and Immigration Canada (CIC). CIC will not consider a work permit application that has been submitted past the expiry date on the attached positive LMO. This LMO confirmation is only one of CIC's many requirements in issuing a work permit. It does not authorize the foreign worker(s) to enter, remain or work in Canada. That decision is the responsibility of CIC.

Please note as well that this opinion may be revoked at any time before the issuance of a work permit to the foreign national if:

- (a) the employer has provided materially false or misleading information,
- (b) new facts come to light subsequent to the date of the issuance of the opinion that change the assessment of any of the factors set out in subsection 203(3) and that, in turn, change the opinion that the employment of the foreign national would likely have a neutral or positive effect on the labour market in Canada, or
- (c) the opinion was based on a mistake as to some material fact.

LABOUR MARKET OPINION CONFIRMATION FOR # 7945080

Please keep a copy of these documents for your records, and forward a copy to the prospective foreign worker(s). As well, kindly advise this Service Canada Center and each foreign national if you no longer require his/her services as a worker, or if you need to cancel your job offer prior to the entry of the worker to Canada.

HOW TO APPLY FOR A WORK PERMIT - INFORMATION FOR FOREIGN NATIONALS

In order to work legally in Canada, most foreign nationals must apply for, and receive, a work permit from CIC. To obtain information on who requires a work permit, how and where to apply for a work permit, and to download a work permit application kit, please visit: <http://www.cic.gc.ca/english/work/index.asp>. In Canada, you may contact the CIC Call Centre at 1-888-242-2100 for information.

Sincerely,



R. Jennings
Foreign Worker Officer
(800) 418-4446
http://www.hrsdc.gc.ca/eng/workplaceskills/foreign_workers/index.shtml

c.c.
Kuldeep Bansal
Overseas Career & Consulting Services Ltd
204 - 12830 80 Avenue
Surrey, BC, V3W 3A8



LABOUR MARKET OPINION CONFIRMATION FOR # 7945080

ANNEX

System file number: 7945080
 Service Canada Centre: 4745 - Foreign Worker Recruitment Branch
 Service Canada officer: R. Jennings
 Phone: (800) 418-4446 Fax: (780) 496-2738
 Opinion expiry date: 2013-04-19*

* Please take note that the Foreign Worker must apply to CIC for a work permit prior to this date.

Employer Information

Employer ID #: 256202**
 Employer Business name: Mac's Convenience Store Inc dba Subway
 Employer Legal name: Mac's Convenience Store Inc.
 Business Phone number: (604) 590-5352
 Business Address: Same as employer mailing address
 ** Please take note of this number for future reference as this will help in the processing of any future Foreign Worker requests.

Employer Contact(s)

Contact Name	Contact Phone	Other Phone	Job Title
Geoff Higuchi (primary)	(604) 219-4710	(604) 590-5352	Senior Recruitment and Training Manager

Third Party Information

Third Party ID #: 384606**
 Third Party Company: Overseas Career & Consulting Services Ltd
 Third Party Legal name: Overseas Career & Consulting Services Ltd.
 Third Party Business Address: Same as the third party mailing address
 **Please take note of this number for future reference as this will help in the processing of any future Foreign Worker requests.

Name of Representative	Phone	Fax	Job Title
Kuldeep Bansal	(604) 572-7786	(604) 572-6767	

Job Information

NOC code and title: 6212 - Food Service Supervisor
 Number of positions: 18
 Level of education: No formal education requirements
 (as required by employer)
 Language requirements:
 Oral: English
 Written: English
 Regulatory body: This occupation is not regulated.

**LABOUR MARKET OPINION CONFIRMATION FOR # 7945080**

Duration of employment : 2 Year(s)
Wage: \$ 13.00 / Hour CAD
Benefits: 4.00% vacation pay
Hours of work: 7.50 hour(s) per day
37.50 hour(s) per week
Overtime hours: Overtime rate of \$ 19.50 / hr will be paid if employees work more than 44.00 hours per week.
Expected Start Date: N/A
Location(s) of employment: Calgary
AB
Annex footnote: As of 2013-04-09 18 of 18 positions have been filled.



LABOUR MARKET OPINION CONFIRMATION FOR # 7945080**Attestations Signed**

Please note that in your application you attested that:

- I will provide the foreign worker(s) I employ with the wages, working conditions and employment in an occupation that are substantially the same as those described in the positive Labour Market Opinion letter and annex.
- I will immediately inform Service Canada of any subsequent changes related to the foreign workers' terms and conditions of employment, as described in the positive Labour Market Opinion letter and annex.
- I am compliant with, and agree to continue to abide by, the relevant federal/provincial/territorial laws that regulate employment in the occupation specified and, if applicable, the terms and conditions of any collective agreement in place. I recognize that any terms and conditions of the attached offer of employment are considered null and void if they are less favourable to the foreign worker than the standards stipulated in the relevant Labour Standards Act.
- I am compliant with, and agree to continue to abide by, federal/provincial/territorial legislation related to the foreign worker's recruitment applicable in the jurisdiction where the job is located. I declare that all recruitment done or that will be done on my behalf by a third party was or will be done in compliance with federal/provincial/territorial laws governing recruitment. I am aware that I will be held responsible for the actions of any person recruiting foreign workers on my behalf.
- I am actively engaged in an operating and functioning business located in Canada, or that will be undertaking work located in Canada, and will be providing a good or service related to the job offer made to the foreign national(s) in this application.
- I have a reasonable need to fill a vacant or new position and I am offering the foreign worker(s) the position(s), job descriptions and duties that are related directly to my main business activities.
- I can demonstrate that my business is able to fulfill the terms and conditions related to the employment of the foreign worker(s), the subject of this application, for the duration of the employment indicated in this application. The job offered is for full-time employment (a minimum of 30 hours per week), is consistent with the job description provided with this application and meets acceptable employment standards.
- I am aware of and I will comply with the published prevailing wage requirements set by HRSDC on its website. I can provide documentation that clearly demonstrates that the wage being paid to a foreign worker in the same occupation and in the same location meets the requirements set by HRSDC.
- I am aware of the minimum employment standards set out by the applicable employment standards legislation for the occupation and location where the position is located, and I will provide the foreign worker(s) with working conditions that meet or exceed those standards.
- I am aware of and I have complied with the published recruitment and advertising requirements set by HRSDC. I can provide proof of the recruitment efforts made if requested by Service Canada.
- I have made reasonable efforts to train Canadian citizens and permanent residents in order to meet my labour needs, where possible.
- There is no ongoing or pending labour dispute at my business, and I will inform Service Canada in the case that one should develop.
- In the last 12 months I have not laid off any employees from the position(s) I am offering to the foreign worker(s). In the event of short-term, temporary or seasonal lay-offs, I have made reasonable efforts to re-hire the Canadian citizens and permanent residents affected by those lay-off(s).
- I am not participating in any government-funded program to support the continuing employment of Canadian citizens and permanent residents (e.g. Work-Sharing Program).
- The third party representative associated with this application is paid and is a member in good standing with the Immigration Consultants of Canada Regulatory Council (ICCRC).



LABOUR MARKET OPINION CONFIRMATION FOR # 7945080

Service Canada Centre #4745
Foreign Worker Recruitment Branch
Suite 1440 Canada Place
9700 Jasper Avenue
Edmonton, AB, T5J 4C1

2013-04-09

Geoff Higuchi
Mac's Convenience Store Inc. dba Subway
#1013 - 7445 132 Street
Surrey, BC, V3W 1J8

ANNEX B

Do not forward this annex to the foreign worker(s). Annex B is intended for the employer's records only and is not required for the purposes of applying for a work permit. The foreign worker only requires the LMO confirmation letter identifying the system file number 7945080.

Employer ID #: 256202
Employer Business name: Mac's Convenience Store Inc. dba Subway
Employer Legal name: Mac's Convenience Store Inc
System file number: 7945080
Opinion expiry date: 2013-04-19*

* Please note that the temporary foreign worker must apply to CIC for a work permit prior to this date.

Job Information

NOC code and title: 6212 - Food Service Supervisor
Number of positions: 18
Expected Start Date: N/A

Temporary Foreign Worker's Information

Last name

[Redacted]

Gajes

[Redacted]

Tesorero

[Redacted]

First name

[Redacted]

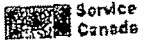
Arthur Gortacion

[Redacted]

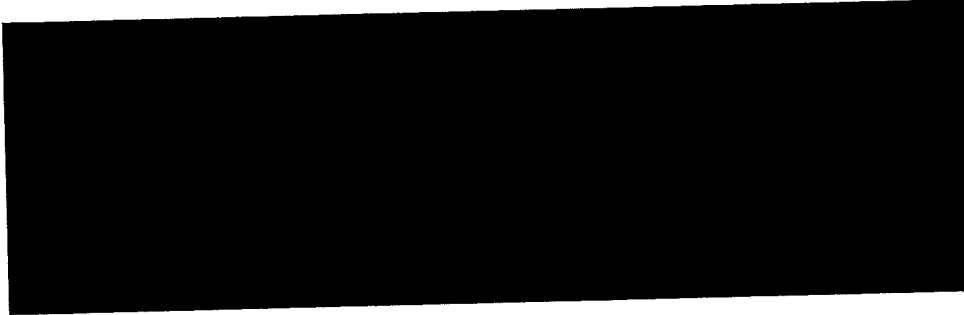
Edlyn Pama

[Redacted]

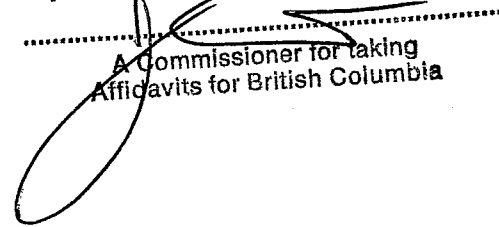




LABOUR MARKET OPINION CONFIRMATION FOR # 7945080



This is Exhibit "EE" referred to in the
affidavit of GEOFF HIGUCHI
made before me on this 10th
day of OCTOBER 20 16


A Commissioner for taking
Affidavits for British Columbia

From: Cynthia Hirak <cynthia@overseasimmigration.com>
Sent: January-06-14 10:01 AM
To: Geoff Higuchi
Subject: RE:

I have not been informed of his arrival and all candidates have been advised not to travel until employment is confirmed.

Thanks.

Cynthia

From: Geoff Higuchi [mailto:Geoff.Higuchi@macs.ca]
Sent: Friday, January 03, 2014 8:36 AM
To: cynthia@overseasimmigration.com
Subject: FW:

Cynthia

Happy New Year

Just going through all of my emails... hopefully this person did not come here correct?

Thanks

From: arthur cajes [mailto:cajes_agc@yahoo.com]
Sent: October 22, 2013 3:22 AM
To: Geoff Higuchi
Subject:

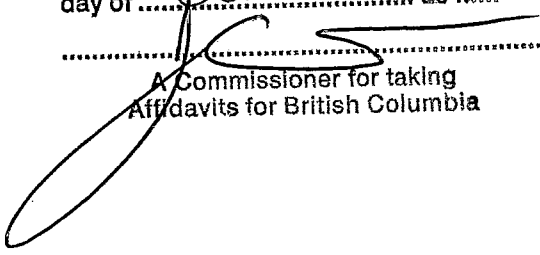
Dear Sir,

Good Day! I'm Arthur Cajes one of the applicant hired by your company (Mac's Convenience Store), informing you that I already got my visa from Canadian Embassy. The same has been informed to Ms. Cynthia Hirak (Overseas Career & Consulting Services Ltd) who handled my application. I already booked my ticket for this coming November 30, 2013.

Attaching my Canadian Visa for your reference, any advice please let me know.

Thanks & Regards,
Arthur Cajes

This is Exhibit "FF" referred to in the
affidavit of GEOFF HIGUCHI
made before me on this 10th
day of OCTOBER 20 16


A Commissioner for taking
Affidavits for British Columbia

Notes - 17 MAR 14

Identified Issue

PNP Files

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FWs

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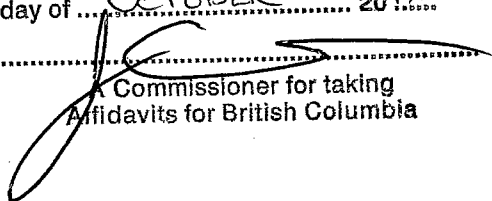
Arthur Cates

Redacted

Found other employment name removal to be completed

LMO

This is Exhibit "GG" referred to in the
affidavit of GEORGE HIGUCHI
made before me on this 10th
day of OCTOBER 2016


Commissioner for taking
Affidavits for British Columbia

From: Cynthia Hira <cynthia@overseasimmigration.com>
Sent: December-16-13 12:01 PM
To: Geoff Higuchi
Cc: kuldeep@overseasimmigration.com; cheryl@overseasimmigration.com
Subject: RE: Foreign Workers

Cheryl, please prepare name removals for these candidates for Geoff's (singles) signature. He will sign off on those not placed but please prepare to have ready.

Thanks.

Cynthia

From: Geoff Higuchi [mailto:Geoff.Higuchi@macs.ca]
Sent: Monday, December 16, 2013 10:34 AM
To: Cynthia Hira
Cc: kuldeep@overseasimmigration.com; cheryl@overseasimmigration.com; Geoff Higuchi
Subject: RE: Foreign Workers

Cynthia,

As these people should NOT be here in Canada as OSI told me they would not come unless we had a need.

Please send me copy of the form today asking SC to remove these people from or LMO's and I will sign off.

I need to have a prepared copy as I believe CBSA will request copy of this in the future.

Please send today so I can sign off.

Thanks

Geoff Higuchi,
BC Operations Manager
Mac's Convenience Stores Inc.
A subsidiary of Alimentation Couche-Tard Inc.

Office: (604) 533-2405 Cell: (604) 219-4710 / 7150-200th Street, Langley, BC V2Y 3B9 / Fax: (604) 533-2425/ geoff.higuchi@macs.ca



Confidential information may be contained in this message. If you are not the intended receiver as indicated in this message (or responsible for delivery of the message to such person), you may not copy or deliver this message to anyone. Please advise sender and delete this email immediately.

From: Cynthia Hirak [mailto:cynthia@overseasimmigration.com]
Sent: December 13, 2013 2:38 PM
To: Geoff Higuchi
Cc: kuldeep@overseasimmigration.com; cheryl@overseasimmigration.com
Subject: Foreign Workers

Candidates that are available for placement immediately:

Name	Work Permit Location	Work Permit Position	Experience	Wage Rate
[REDACTED]	Edmonton	Cashier	-Server 5 yrs	\$11.40/hr
[REDACTED]	Edmonton	Cashier	-Retail Store Manager 4 yrs	\$11.40/hr
[REDACTED]	Edmonton	Cashier	-Retail Sales 1 yr -Marketing 8 mos -Baskin Robbins Store Manager 4 yrs	\$11.40/hr
[REDACTED]	Calgary	Cashier	-Starbucks Supervisor 8yrs total	\$11.40/hr
[REDACTED]	Calgary	Cashier	-Server 3 yrs -Room Attendant 7 yrs	\$11.40/hr
Edlyn Tesorero	Calgary	Food Service Supervisor	-Retail Supervisor 1 yr -Tim Hortons Supervisor 4 yrs -T Hut Burger Supervisor 3 yrs -Pizza Hut Server 2 yr -Dunkin Donuts FCA 1 yr -Pizza FCA 1 yr	\$13/hr (Cynthia's Recommendation)
[REDACTED]	Calgary	Food Service Supervisor	-Starbucks Store Manager 3 yrs -Store Manager O'Bryans Sandwich Bar 2.5 yrs -Duty Free Sales 3 mos	\$13/hr
[REDACTED]	Alberta	Cashier	-Starbucks FCA 3 yrs -Cafe FCA 7 yrs -Retail Sales 2 yrs	\$11.40/hr
[REDACTED]	Alberta	Cashier		\$11.40/hr

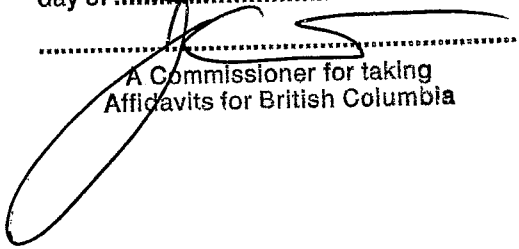
Please advise.

Thanks.

Cynthia Hirak
 Paralegal

cynthia@overseasimmigration.com
Head Office #204 - 12830 80th Avenue
Surrey, B.C. V3W 3A8
(604) 572 - 7786 ext. 226
(604) 572 - 6767 fax
(888) 572 - 0077 toll free
www.overseasimmigration.com

This is Exhibit "HH" referred to in the
affidavit of GEOFF HIGUCHI
made before me on this 7th
day of OCTOBER 2016


A Commissioner for taking
Affidavits for British Columbia

From: Geoff Higuchi </O=FIRST ORGANIZATION/OU=FIRST ADMINISTRATIVE GROUP/CN=RECIPIENTS/CN=GHIGUCHI>
Sent: Thursday, May 22, 2014 5:36 PM
To: edlyn tesorero <denyl0728@gmail.com>
Subje RE: Letter
ct:

Edlyn,

I am very concerned as I was not aware you are here.

Why did you come if there was no job?

Geoff Higuchi,

BC Operations Manager

Mac's Convenience Stores Inc.

A subsidiary of Alimentation Couche-Tard Inc.

Office: (604) 533-2405 Cell: (604) 219-4710 / 7150-200th Street, Langley, BC V2Y 3B9 / Fax: (604) 533-2425/ geoff.higuchi@macs.ca



Confidential information may be contained in this message. If you are not the intended receiver as indicated in this message (or responsible for delivery of the message to such person), you may not copy or deliver this message to anyone. Please advise sender and delete this email immediately.

From: edlyn tesorero [mailto:denyl0728@gmail.com]
Sent: May 21, 2014 9:47 AM
To: Geoff Higuchi
Subject: Letter

Dear Sir Geoff,

First thing first I'm sorry if again i have to go straight to you.

I've been talking with Ms Cynthia since last 2 months now and seeking help if i can get a job for macs subway, because I've came to know that they are in need to people. I'm in Calgary now and my work permit is still with Macs subway as Food Service Supervisor and its valid until November 2015, but so far these is no positive response, and its already been more than five months i dont have a job.

I have send you a mail before and told me the situation , and i did my very best to find a new job but i was unfortunate and plus the fact that now everything is suspended so this gave me the last option to again try and seek for help that maybe you can still hire me. Ive been to several store here in Calgary and talk with them the managers but there is nothing much they can do to me although they want me not unless with your approvall, even try to talk with area manager Tony but of course i cant without his consent so i was not able to get his contact number.

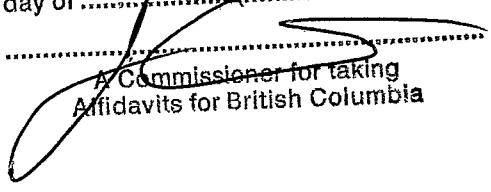
I have nothing to go back to in Dubai , so this is the only hope i have im still hoping you can find it in you heart to help me, you are my only hope with my future .

Thank you and have a good day.

Best Regards,

Edlyn Tesorero

This is Exhibit "II" referred to in the
affidavit of GEDFF HIGUCHI
made before me on this 7th
day of OCTOBER 20 16


A Commissioner for taking
Affidavits for British Columbia



LABOUR MARKET OPINION CONFIRMATION FOR # 7914756

Service Canada Centre # 4745
Foreign Worker Recruitment Branch
Suite 1440 Canada Place
9700 Jasper Avenue
Edmonton, AB, T5J 4C1

2013-01-23

Geoff Higuchi
Mac's Convenience Store Inc.
1013-7445 132 St
Surrey, BC, V3W 1J8

ER ID # 413773

Application # 2012-AB-019544
Job # 2012-068332

*Creation
- 40
- Len.*

Dear Geoff Higuchi:

Based on an assessment of the labour market, Service Canada has issued a **positive Labour Market Opinion (LMO)**, and has confirmed your offer(s) of employment to the foreign worker(s) identified in our records.

This Service Canada labour market opinion is based on the information in your application, which is **outlined in the attached annex**. This confirmation is provided with the understanding that all legal requirements, with respect to employment, are followed.

These requirements include, but are not limited to:

- All workers in Canada, including foreign workers, are protected by the relevant labour and employment laws.
- All workers in Canada are entitled to work in a safe workplace where their health is protected.
- If an employer does not pay the wages to which a worker is entitled, workers - including foreign workers - can file a complaint with the federal, provincial or territorial department responsible for employment standards.

For more information on employment standards in your area, visit:
http://www.hrsdc.gc.ca/eng/workplaceskills/foreign_workers/lmodir/lmodirappendixA.shtml

If the services of an agency/recruiter are being utilized, please be aware that employment agencies operating in Alberta must be licensed under the provincial Alberta Fair Trading Act. Section 9 of the Employment Agency Business Licensing Regulation of the Fair Trading Act states that "no business operator may directly or indirectly demand or collect a fee, reward or other compensation from a person who is seeking employment, or information respecting employers seeking employees or from a person for securing or endeavouring to secure employment for the person or for providing the person with information respecting any employer seeking an employee."
(www.servicealberta.gov.ab.ca).

As part of the foreign worker's work permit application, applicants must submit this positive LMO, including the annex, prior to the opinion expiry date stated in the annex, to Citizenship and Immigration Canada (CIC). CIC will not consider a work permit application that has been submitted past the expiry date on the attached positive LMO. This LMO confirmation is **only one of CIC's many requirements** in issuing a work permit. It does not authorize the foreign worker(s) to enter, remain or work in Canada. That decision is the responsibility of CIC.

Please note as well that this opinion may be revoked at any time before the issuance of a work permit to the foreign national if:

- (a) the employer has provided materially false or misleading information,



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LABOUR MARKET OPINION CONFIRMATION FOR # 7914756

(b) new facts come to light subsequent to the date of the issuance of the opinion that change the assessment of any of the factors set out in subsection 203(3) and that, in turn, change the opinion that the employment of the foreign national would likely have a neutral or positive effect on the labour market in Canada, or

(c) the opinion was based on a mistake as to some material fact.

Also note that, in addition to providing CIC with a copy of this opinion, CIC expects the foreign national to submit a copy of the employment contract signed by the employer and the foreign national prior to issuing the work permit. The wages and working conditions outlined in the employment contract must be consistent with the information regarding the offer of employment set out in the Annex.

Please keep a copy of these documents for your records, and forward a copy to the prospective foreign worker(s). As well, kindly advise this Service Canada Center and each foreign national if you no longer require his/her services as a worker, or if you need to cancel your job offer prior to the entry of the worker to Canada.

HOW TO APPLY FOR A WORK PERMIT - INFORMATION FOR FOREIGN NATIONALS

In order to work legally in Canada, most foreign nationals must apply for, and receive, a work permit from CIC. To obtain information on who requires a work permit, how and where to apply for a work permit, and to download a work permit application kit, please visit: <http://www.cic.gc.ca/english/work/index.asp>. In Canada, you may contact the CIC Call Centre at 1-888-242-2100 for information.

Sincerely,

FOA Andrew MacGregor
Foreign Worker Officer
(800) 418-4446

http://www.hrsdc.gc.ca/eng/workplaceskills/foreign_workers/index.shtml

c.c.
Kuldeep Bansal
Overseas Career & Consulting Services Ltd
204-12830 80 Ave
Surrey, BC, V3W 3A8





LABOUR MARKET OPINION CONFIRMATION FOR # 7914756

ANNEX

System file number: 7914756
 Service Canada Centre: 4745 - Foreign Worker Recruitment Branch
 Service Canada officer: Andrew MacGregor
 Phone: (800) 418-4446 Fax: (780) 495-2738
 Opinion expiry date: 2013-04-15*

* Please take note that the Foreign Worker must apply to CIC for a work permit prior to this date.

Employer Information

Employer ID #: 413773**
 Employer Business name: Mac's Convenience Store Inc.
 Employer Legal name: Mac's Convenience Store Inc.
 Business Phone number: (604) 590-5352
 Business Address: Same as employer mailing address
 ** Please take note of this number for future reference as this will help in the processing of any future Foreign Worker requests.

Employer Contact(s)

Contact Name	Contact Phone	Other Phone	Job Title
Geoff Higuchi (primary)	(604) 590-5352		Senior Recruitment and Training Manager

Third Party Information

Third Party ID #: 384606**
 Third Party Company: Overseas Career & Consulting Services Ltd
 Third Party Legal name: Overseas Career & Consulting Services Ltd.
 Third Party Business Address: Same as the third party mailing address

**Please take note of this number for future reference as this will help in the processing of any future Foreign Worker requests.

Name of Representative	Phone	Fax	Job Title
Kuldeep Bansal	(604) 572-7786 Ext. 223	(604) 572-6767	

Job Information

NOC code and title: 6611 - Cashier
 Number of positions: 40
 Level of education: No formal education requirements
 (as required by employer)
 Language requirements:
 Oral: English
 Written: English
 Regulatory body: This occupation is not regulated.



LABOUR MARKET OPINION CONFIRMATION FOR # 7914756

Duration of employment : 2 Year(s)
 Wage: \$ 11.40 / Hour CAD
 Benefits: 4.00% vacation pay
 Hours of work: 7.50 hour(s) per day
 37.50 hour(s) per week
 162.50 hour(s) per month
 Overtime hours: Overtime rate of \$ 17.10 / hr will be paid if employees work more than 44.00 hours per week.
 Expected Start Date: N/A
 Location(s) of employment: Various Locations
 Edmonton
 AB
 Accommodation:
 Provided by employer: No
 Assistance provided: Assist in locating affordable accommodation.
 Rent: No rent
 Type: N/A
 Annex footnote: As this position falls under the Pilot Project for Occupations Requiring Lower Levels of Formal Training (NOC C & D), the employer is responsible for the payment of return airfare and recruitment costs, ensuring availability of affordable accommodation, providing medical insurance, registering employees with WCB, and demonstrating continued efforts to recruit and train Canadian workers. The employer shall not recoup from the employee, through payroll deductions or any other means, any of the above noted costs. These include, but are not limited to, any amounts payable to a third-party recruiter.
 The use of this confirmation affirms the employer's agreement and understanding that the employer will provide the temporary foreign worker(s) with their regular, full-time hours of work at a single work location to constitute the TFWs' primary location of work.
 As of the date of this letter, 39 of 40 positions have been filled. To receive a confirmation for the remaining positions, the foreign worker information must be submitted to Service Canada prior to the opinion expiry date.

LABOUR MARKET OPINION CONFIRMATION FOR # 7914756

Attestations Signed

Please note that in your application you attested that:

- I will provide the foreign worker(s) I employ with the wages, working conditions and employment in an occupation that are substantially the same as those described in the positive Labour Market Opinion letter and annex, and the employment contract.
- I have signed and enclosed a copy of the employment contract for the job offer indicated in the attached LMO application. The employment contract meets all the program requirements of the Stream for Lower Skill Occupations (NOC C and D). The terms and conditions of the contract, including the wages, working conditions, job duties and any benefits are (or will be adjusted to be) the same as those described in the positive Labour Market Opinion letter and annex.
- I will pay all recruitment costs related to the hiring of the foreign worker and will not recoup, directly or indirectly, any of these costs from the worker.
- I will pay full transportation costs for the foreign worker to travel from his/her country of residence to the location of work in Canada and for the return to the country of residence. In the event that the worker is already in Canada, I will pay full transportation costs from his/her residence in Canada to the location of work in Canada, and for the return to the country of residence. I will not recoup, directly or indirectly, any of these costs from the worker.
- I will provide the foreign worker with medical coverage, at least equivalent to provincial/territorial health care coverage, until he/she is eligible for provincial/territorial health care insurance coverage (where applicable).
- I agree to review and adjust, when applicable, the foreign worker's wages after 12 months of employment to ensure he/she continues to receive the prevailing wage rate of the occupation and region where he/she is employed.
- I will immediately inform Service Canada of any subsequent changes related to the foreign workers' terms and conditions of employment, as described in the positive Labour Market Opinion letter and annex, and the employment contract.
- I am in good standing with the applicable workers' compensation program and I will register the foreign worker under the appropriate provincial/territorial workers' compensation / workplace safety insurance plans, where available, or purchase a personal for free, on-the-job-injury or illness insurance that provides the foreign worker with a protection equivalent to the one offered by the applicable provincial/territorial law.
- I am compliant with, and agree to continue to abide by, the relevant federal/provincial/territorial laws that regulate employment in the occupation specified and, if applicable, the terms and conditions of any collective agreement in place. I recognize that any terms and conditions of the attached offer of employment are considered null and void if they are less favourable to the foreign worker than the standards stipulated in the relevant Labour Standards Act.
- I am compliant with, and agree to continue to abide by, federal/provincial/territorial legislation related to the foreign worker's recruitment applicable in the jurisdiction where the job is located. I declare that all recruitment done or that will be done on my behalf by a third party was or will be done in compliance with federal/provincial/territorial laws governing recruitment. I am aware that I will be held responsible for the actions of any person recruiting foreign workers on my behalf.
- The third party representative associated with this application is paid and is a member in good standing with the Immigration Consultants of Canada Regulatory Council (ICCRC).



LABOUR MARKET OPINION CONFIRMATION FOR # 7914756

Service Canada Centre # 4745
Foreign Worker Recruitment Branch
Suite 1440 Canada Place
9700 Jasper Avenue
Edmonton, AB, T5J 4C1

2013-01-23

Geoff Higuchi
Mac's Convenience Store Inc.
1013-7445 132 St
Surrey, BC, V3W 1J8

ANNEX B

Do not forward this annex to the foreign worker(s). Annex B is intended for the employer's records only and is not required for the purposes of applying for a work permit. The foreign worker only requires the LMO confirmation letter identifying the system file number 7914756.

Employer ID #: 413773
Employer Business name: Mac's Convenience Store Inc.
Employer Legal name: Mac's Convenience Store Inc.
System file number: 7914756
Opinion expiry date: 2013-04-15*

* Please note that the temporary foreign worker must apply to CIC for a work permit prior to this date.

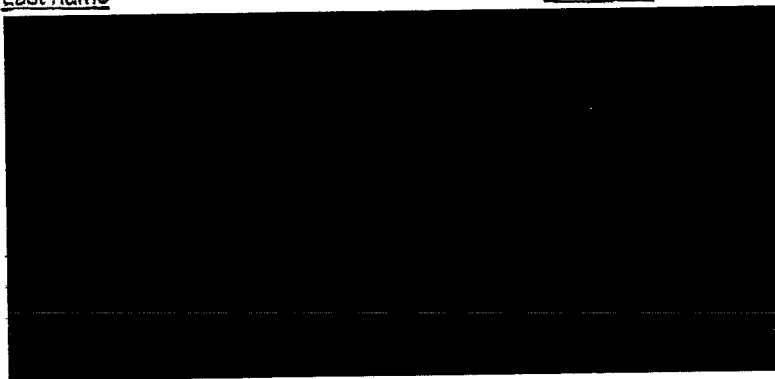
Job Information

NOC code and title: 6611 - Cashier
Number of positions: 40
Expected Start Date: N/A

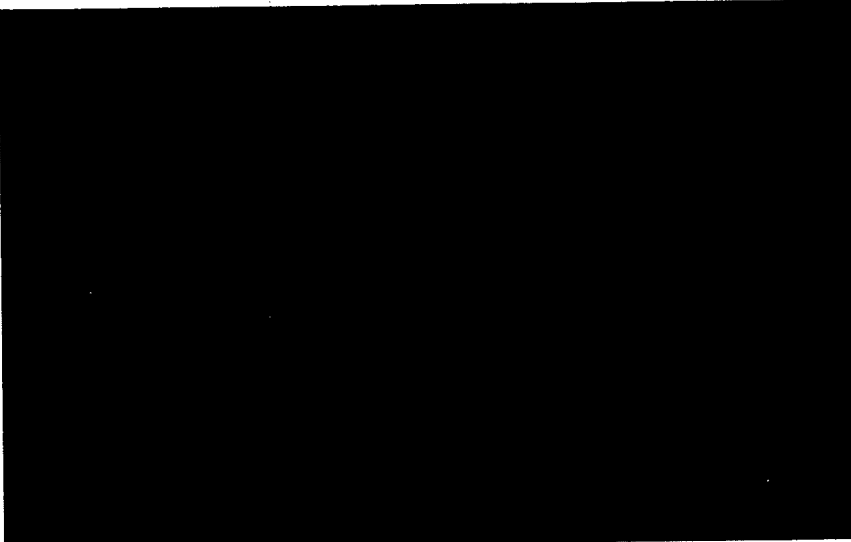
Temporary Foreign Worker's Information

Last name

First name

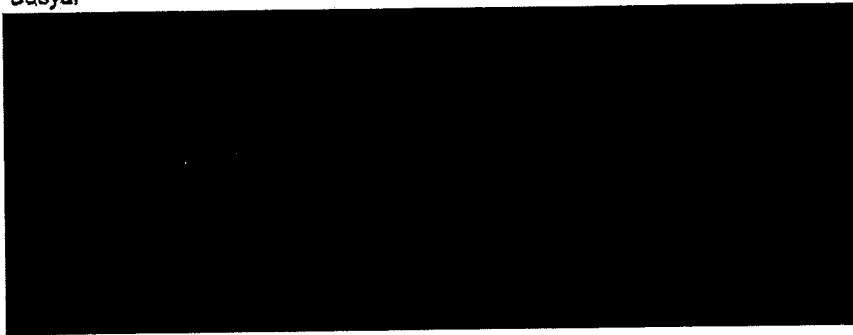


LABOUR MARKET OPINION CONFIRMATION FOR # 7914756



Basyal

Prakash



Foreign Worker Name Submission for System File #: 7914756

Expiry Date: 2013-04-15*

Employer ID: 413773**

Employer Fax: (604) 590-3569

Employer Name: Mac's Convenience Store Inc.

Third Party Fax: (604) 572-6767

Employer Contact: Geoff Higuchi (primary)

Wage: \$ 11.40 / Hour CAD

NOC code and title: 6611 - Cashier

Duration of employment: 2 Year(s)

Primary Location: Various Locations
Edmonton
AB

Family Name	Given Name	Gender M/F	Date of Birth yyyy/mm/dd	If FW already in Canada - Immigration Status	If FW is already in Canada - His/Her Location (City, Province)	Location of Residence Outside of Canada (City, Country)	Citizenship

Signature of Employer Contact

Name of Employer Contact

Date (dd-mm-yyyy)

Title of Employer Contact

Contact Phone Number (business hours)

Signature of Third Party Representative (if applicable)

Name of Third Party Representative

Date (dd-mm-yyyy)

Please FAX TO: (780) 495-2738

Immigration Status - Valid Entries: (Foreign Worker, Visitor, Refugee Claimant or Student)

Foreign Worker Name Submission for System File #: 7914756

Expiry Date: 2013-04-15*

Employer ID: 413773**

Employer Name: Mac's Convenience Stores Inc. dba Subway

Employer Contact: Geoff Higuchi (primary)

NOC code and title: 6611 - Cashier

Primary Location: Various Locations, Edmonton, AB

Employer Fax: (604) 590-3569

Third Party Fax: (604) 572-6767

Wage: \$ 11.40 / Hour CAD

Duration of employment: 2 Year(s)

URGENT

Family Name	Given Name	Gender M/F	Date of Birth yyyy/mm/dd	If FW already in Canada - Immigration Status	If FW is already in Canada - His/Her Location (City, Province)	Location of Residence Outside of Canada (City, Country)	Citizenship
ALVAREZ	FAITH GERLYNE	F	1981/09/09	NA	NA	SHARJAH, UAE	PHILIPPINES
RICABLANCA	MILENE MARIBAN	F	1969/08/19	NA	NA	ABUDHABI, UAE	PHILIPPINES

Signature of Employer Contact

Geoff Higuchi
Name of Employer Contact

15/10/2012
Date (dd-mm-yyyy)

Title of Employer Contact

SENIOR RECRUITMENT & TRAINING
MANAGER
Contact Phone Number (business hours)
(604) 590-5352

Signature of Third Party Representative (if applicable)

KULDEEP KUMAR BANSAL
Name of Third Party Representative

15/10/2012
Date (dd-mm-yyyy)

Please FAX TO: 780 4952738

Immigration Status - Valid Entries: (Foreign Worker, Visitor, Refugee Claimant or Student)

System file # 7914756

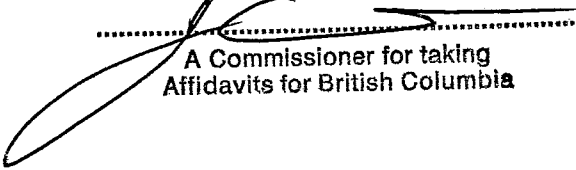
10/15/2012 15:15

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SERVICE CANADA

PAGE 06/06

This is Exhibit "JJ" referred to in the
affidavit of GEOFF HIGUCHI
made before me on this 7th
day of OCTOBER 2016


A Commissioner for taking
Affidavits for British Columbia



Ministry of Jobs, Tourism and Skills Training and
Minister Responsible for Labour
Employment Standards Branch

Complaint and Information Form

For office use only:

Office	
ESI Date	
ER No.	
Assign No.	
EE No.	
D. Assig.	
Officer	

Date Stamp Here

RECEIVED

JUN 27 2014

EMPLOYMENT STANDARDS

Before the Employment Standards Branch takes any action on your complaint, you must complete the SELF-HELP KIT. It is available from any Employment Standards Office and on the Internet at www.labour.gov.bc.ca/esb. Except under very unusual circumstances, the Branch will not process complaints unless the SELF-HELP KIT has been used.

Please indicate which statement applies before continuing.

- ☐ I have used the Employment Standards self-help kit and the problem has not been resolved.
- ☐ I have been advised by the Employment Standards Branch not to use the self-help kit for the following reason.
- ☒ I am within one month of the six-month time limit for filing an employment standards complaint. If I do not contact the Employment Standards Branch within 30 days to confirm I have used the self-help kit, the Director of Employment Standards will consider my complaint withdrawn. I am aware that my complaint will not be reviewed during this time.

The information on this form is collected under the authority of the *Employment Standards Act*. The information provided will be used to process your complaint against an employer with respect to wages or any other matter you have specified. You must give us your complaint no later than six months after the end of your employment with this employer; or, if your complaint concerns ss.8, 10 or 11 of the Act, we must receive your complaint no later than six months after the date of the alleged contravention. Questions about the collection and use of this information, contact the Director of Employment Standards, Ministry of Jobs, Tourism and Skills Training and Responsible for Labour, PO Box 9570 Stn Prov Govt, Victoria BC V8W 9K1. Telephone: 1-800-663-3316

PLEASE PRINT CLEARLY - COMPLETE BOTH PAGES

SECTION A: INFORMATION ABOUT YOUR EMPLOYER

Name of Employer (name of company or business): Mac's Convenience Store Inc.		
Street address of employer: 7150 - 200 Street	City/town and province: Langley, BC	Postal Code: V2Y 3B9
Mailing address of employer: same as above	City/town and province:	Postal Code:
Telephone number: (604) 590-5352	Type of Business: convenience store	
Employer's Email address: geoff.higuchi@macs.ca		
Name of your supervisor: Geoff Higuchi	Name and phone number of owner: Geoff Higuchi (604) 219-4710	
Address of place where you worked if different from above: n/a		Is your employer bankrupt or in receivership? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Is your employer still in business? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If NO, when did your employer go out of business?		
Employer's bank:	Employer's bank branch:	

SECTION B: INFORMATION ABOUT YOU

Your last name: KHADKA	Your first or given name: PIS NAU	Middle Initial(s)	Social Insurance Number:
Your mailing address:	City/town:	Postal Code:	
Your phone number: ()	A phone number where a message can be left: ()	Are you in BC under a Foreign Worker Program? <input type="checkbox"/> YES <input type="checkbox"/> NO	
Date of Birth:	Email address:		
Are you covered by a collective agreement (union contract)? <input type="checkbox"/> YES <input type="checkbox"/> NO			
Union's Name:			

Continued on Page 2

Employment Standards Complaint and Information Form Page 2

SECTION C: YOUR WORK HISTORY WITH THIS EMPLOYER				
Your job title: Cashier	Date you started work for this employer: April 20, 2014	Last day you worked for this employer: May 6, 2014		
Your rate of pay: 11.40	<input type="checkbox"/> Still employed <input checked="" type="checkbox"/> Quit <input type="checkbox"/> Other <input type="checkbox"/> Fired <input type="checkbox"/> Laid off *Please explain below.			
Are your hours of work regular? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Hours worked per day: 4-8	Number of days worked per week: 2-3	Total hours per week: 16-20	
How often were you paid? <input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Every two weeks <input type="checkbox"/> Twice a month <input type="checkbox"/> Other: _____				
Do you have a record of the hours worked for this employer that are relevant to your claim? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If YES, attach records to this form. Attach a photocopy of your pay cheque, pay statements, Record of Employment, if available.				

WHAT DO YOU BELIEVE YOU ARE OWED?


	DATE	DATE	ESTIMATED AMOUNTS
<input type="checkbox"/> Regular Wages	From	To	
<input type="checkbox"/> Overtime	From	To	
<input type="checkbox"/> Annual Vacation Pay	From	To	
<input type="checkbox"/> Statutory Holiday Pay	Specify Dates:		
<input type="checkbox"/> Deductions from wages	Specify Dates:		
<input type="checkbox"/> NSF Cheques (Attach original, or copies if available)			
<input type="checkbox"/> Pregnancy/Parental/or Other Leave			
<input type="checkbox"/> Compensation for Length of Service (sometimes called Termination Pay)			
<input type="checkbox"/> Other (Specify): recruitment fee, expenses incurred because of false representations			\$10,170
ESTIMATED TOTAL			

SECTION D: DETAILS OF YOUR COMPLAINT: (Please note this part of the form may be made available to your employer.)

See attached.

use additional pages if necessary

Please Note: In order to process your complaint as quickly as possible, attach all available information relating to your claim - i.e. copies of your cheque stubs, daily time records, and your Record of Employment. For us to contact you for information, investigate your complaint, or pay money that we may collect for you, it is important that you tell us about any changes in your mailing address or telephone number. You should also be aware that, once a decision has been made and a determination issued regarding your complaint, no further action should be taken by you to enforce your claim without the written consent of the Director of Employment Standards.

B. Shrivastava Print Name	certify that all information I am providing is true and correct to the best of my knowledge, and I agree to my name being used in an investigation, mediation or adjudication.
 Signature	June 2014 Date

Employment Standards Branch Complaint

Between:

Bishnu Bahadur Khadka

And:

Overseas Career & Consulting Services Ltd. and Mac's Convenience Store Inc.

SECTION D: DETAILS OF COMPLAINT

1. Bishnu Bahadur Khadka ("Mr. Khadka") was recruited by Overseas Career & Consulting Services Ltd. ("Overseas Consulting") to work for Mac's Convenience Store Inc. ("Mac's Convenience Store") in Calgary, Alberta. However, after Mr. Khadka arrived in Canada, he learned that the job he had been promised did not exist. Overseas Consulting and Mac's Convenience Store violated the following provisions of the *Employment Standards Act*:
 - a. Section 8: No false representations; and
 - b. Section 10: No charge for hiring or providing information.
2. As a result, Mr. Khadka is seeking the following damages:
 - a. Recruitment fee in the amount of \$8025 (\$7500 USD);
 - ~~b. Expenses incurred as a result of the false representation in the amount of \$2145; and~~
 - c. Interest.

Background

3. Mr. Khadka was living in Dubai and working as waiter when a friend of his referred him to Overseas Consulting.
4. Mr. Khadka met with AJ Mann, a representative of Overseas Consulting on May 23, 2012. Mr. Mann advised Mr. Khadka that, for a fee, Overseas Consulting would find a job for him in Canada. Mr. Mann described Overseas Consulting's process as follows. The first step was for the prospective employee to pay a registration fee of \$2000 USD. Overseas Consulting would then send the registrant a Labour Market Opinion ("LMO") and job offer. The registrant was then responsible for applying for a visa and work permit with the Canadian Embassy. Once the visa and work permit was approved, the registrant would pay Overseas Consulting the remaining \$5500 USD.

5. Mr. Khadka was given a pamphlet that clearly indicated that the primary service offered by Overseas Consulting was job allocation.
6. Mr. Khadka paid the \$2000 USD registration fee on May 24, 2012.
7. Approximately seven months later, Mr. Khadka received the LMO and job offer. The job offer was a cashier position at Mac's Convenience Store in Calgary, Alberta. The offer provided for the following terms of employment:
 - a. Wages would be \$11.40 an hour;
 - b. Hours of work would be a minimum of 7.5 hours per day, 37.5 hours per week;
 - c. Work would be five days a week;
 - d. The term of the contract was 24 months; and
 - e. Vacation pay would be 4%.

(the "False Representations")

8. Mr. Khadka then applied to the Canadian Embassy for a visa and work permit. He completed the application forms himself and submitted the application directly to the Canadian Embassy. His application was approved July 29, 2013.
9. Overseas Consulting advised Mr. Khadka that the remaining \$5500 USD payment was due. Mr. Khadka sent a money transfer of \$5500 USD to Overseas Consulting on November 10, 2013.
10. Overseas Consulting sent Mr. Khadka a plane ticket from Kathmandu, Nepal (Mr. Khadka's country of citizenship) to Vancouver, Canada. Mr. Khadka arrived in Vancouver, Canada on April 13, 2014.
- ~~11. Mr. Khadka spoke to other recent migrant workers staying at Overseas Consulting's accommodations. Some of them had been in Canada for 2-3 months and had to find their own work. Mr. Khadka began to suspect that there was no job for him in Canada.~~
12. On April 19, 2014 Mr. Khadka was flown to Kitimat, BC to start work as a cashier at a Mac's Convenience Store.
13. Mr. Khadka found an apartment with a fellow co-worker. Rent was \$925/month. However, the apartment was completely unfurnished so Mr. Khadka had to buy cooking implements and a blanket. He did not have a bed, so he slept on the floor.
14. Mr. Khadka started work on April 20, 2014. Contrary to his offer of employment, Mr. Khadka was only given 9 shifts in 20 days. His shifts ranged from four to eight hours in length.

15. Mr. Khadka contacted Overseas Consulting about the shortage of work on Friday May 9. He also raised questions about whether he could legally work in Kitimat when his LMO was for Calgary. Mr. Khadka sought help from Kitimat Community Services, which purchased a return ticket to Vancouver for Mr. Khadka for May 13, 2014. Mr. Khadka returned to Vancouver.

16. Mr. Khadka met with Kuldeep Bansal of Overseas Consulting on May 14, 2014. During the meeting, Mr. Bansal shouted at Mr. Khadka. He questioned why he came back from Kitimat. He told Mr. Khadka he had to either do farm labour or return to his country. At this point, Mr. Khadka knew for certain that his job offer had been false.

17. On June 23, 2014, Mr. Khadka did manage to get in touch with Geoff Higuchi, who signed the original job offer for Mac's Convenience Store. However, he was informed by Mr. Higuchi that he has no record of Mr. Khadka and there is no job for him with Mac's Convenience Store.

Charge for hiring or providing information (*Employment Standards Act*, s. 10)

18. Section 10 of the *Employment Standards Act* prohibits a person from requesting, charging or receiving, directly or indirectly, from a person seeking employment a payment for employment or obtaining employment for the person seeking employment. In this case, Overseas Consulting charged Mr. Khadka \$7500 for obtaining employment for him in Canada. A payment received by a person in contravention of this section is deemed to be wages owing and the Act applies to the recovery of the payment.

19. Although Mr. Khadka paid the last installment of the recruiting fee over six months ago, he asks that the Director exercise discretion under s. 76(3)(a) to hear the complaint, which is being filed about 1.5 months beyond the time limit. The BC Court of Appeal confirmed the existence of discretion to accept a late filed complaint in *Karbalaeei v. British Columbia (Employment Standards)*, 2007 BCCA 553. In this case, the Director should exercise discretion to hear the complaint because six months from the last payment, Mr. Khadka had only been in Canada for one month. He did not yet know that Overseas Consulting had made false representations or that they were not legally permitted to charge a fee for finding employment in Canada. As a temporary foreign worker, Mr. Khadka was particularly vulnerable to exploitation.

False representations (*Employment Standards Act*, s. 8)

20. Section 8 of the *Employment Standards Act* prohibits employers from inducing or persuading a person to be available for work by misrepresenting the availability of a position, the type of work, the wages or the conditions of employment. In this case, Mac's Convenience Store and its agent, Overseas Consulting, misrepresented the availability of a position as well as the conditions of employment. By May 14, 2014, Mr. Khadka was certain that the job he came to Canada for did not exist.

21. As a result of the False Representations, Mr. Khadka left Dubai, where he could legally work, and moved across the world to Canada in order to work as a full-time cashier for Mac's Convenience Store. Mr. Khadka now finds himself in a foreign country with no work.

22. Had Mac's Convenience Store and its agent, Overseas Consulting, not made the False Representations, Mr. Khadka would not have moved to Canada. He incurred the following expenses as a direct result of those representations:

- a. Recruitment fee: \$8025 (\$7500 USD);
- b. Rent in Kitimat: \$412.50;
- c. Damage deposit in Kitimat: \$212.50;
- d. Food, blanket, cooking implements: \$520; and
- e. Airfare from Canada to Dubai (not yet incurred): \$900

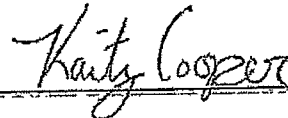
Service address

23. Mr. Khadka's address for service is c/o his lawyer at the Community Legal Assistance Society:

Kaity Cooper
Community Legal Assistance Society
300-1140 West Pender St
Vancouver, BC V5N 4G1
Direct line: 604.673.3119
Fax: 604.685.7611
Email: kcooper@clasbc.net

All of which is respectfully submitted.

June 27, 2014



Kaity Cooper, lawyer for
Bishnu Bahadur Khadku

This is Exhibit "KK" referred to in the
affidavit of GEOFF HIGUCHI
made before me on this 10th
day of OCTOBER 2016

A Commissioner for taking
Affidavits for British Columbia



Receipt of Payment and Termination of Complaint

File #42-071
Assignment #377491
Officer 861

With respect to my complaint filed with the Employment Standards Branch on July 2, 2014, against 482631 B.C. Ltd. carrying on business as Mac's Convenience Stores,

I, (COMPLAINANT'S NAME) Bishnu Bahadur Khadka

hereby acknowledge receipt of:

☐ CASH ☒ CHEQUE ☐ MONEY ORDER ☐ OTHER (specify) _____

in the amount of: \$ 2,145.00 under section 8 of the Employment Standards Act only.
in settlement of my complaint, I understand that the investigation into my complaint is complete and that no further action will be taken on my behalf under the British Columbia Employment Standards Act, section 8.

COMPLAINANT:

Signature: Bishnu Khadka

Date: 28-10-2015

Bishnu Bahadur
Khadka

WITNESS:

Signature: [Signature]

1141 Davie St.

Address: 300-1140 W. Pender St
Vancouver BC

Ministry of Jobs, Tourism
and Skills Training and
Minister Responsible for
Labour

Employment Standards
Branch

Mailing Address:
102 - 1577 7th Avenue
Prince George, B.C. V2L 3P5

Telephone: (250) 565-6120
Facsimile: (250) 645-4044



Receipt of Payment and Termination of Complaint

File # [REDACTED]
Assignment # [REDACTED]
Officer 861

With respect to my complaint filed with the Employment Standards Branch on July 2, 2014, against 482631 B.C. Ltd. carrying on business as Mac's Convenience Stores,

I, (COMPLAINANT'S NAME) [REDACTED]

hereby acknowledge receipt of:

☐ CASH ☒ CHEQUE ☐ MONEY ORDER ☐ OTHER (specify) _____

in the amount of: \$ 685.00

in settlement of my complaint. I understand that the investigation into my complaint is complete and that no further action will be taken on my behalf under the British Columbia Employment Standards Act.

COMPLAINANT: [REDACTED]

Signature: [REDACTED]

Date: 27 June 2016

WITNESS:

Signature: [REDACTED]

Address: [REDACTED]
[REDACTED]
[REDACTED]

Ministry of Jobs, Tourism
and Skills Training and
Minister Responsible for
Labour

Employment Standards
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Mailing Address:

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