



This is the 1st affidavit
of Kuldeep Bansal in this case
and was made on October 11, 2016

No. S-1510284
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

**PRAKASH BASYAL, ARTHUR GORTIFACION CAJES, EDLYN TESORERO
AND BISHNU KHADKA**

PLAINTIFF

AND:

**MAC'S CONVENIENCE STORES INC., OVERSEAS IMMIGRATION
SERVICES INC., OVERSEAS CAREER AND CONSULTING SERVICES LTD.,
AND TRIDENT IMMIGRATION SERVICES LTD.**

DEFENDANTS

Brought under the *Class Proceedings Act*, R.S.B.C. 1996, c. 50
and amendments thereto

AFFIDAVIT

I, Kuldeep Bansal, #203/204 – 12830 80th Avenue, Surrey, British Columbia,
AFFIRM THAT:

1. I am the President and Chief Executive Officer of Overseas Immigration Services Inc. ("OIS") and President of Overseas Career and Consulting Services Ltd. ("OCCS"), defendants in these proceedings, and as such, have personal knowledge of the facts and matters deposed to in this affidavit except where I state them to be made on information and belief, and as to those facts and matters, I believe them to be true.

REGULATED CANADIAN IMMIGRATION CONSULTANT

2. I am now, and at all times relevant to this matter was, a Regulated Canadian Immigration Consultant ("RCIC"). I carry out my work as an RCIC through OCCS.

3. Regulated Canadian Immigration Consultants are members of the Immigration Consultants of Canada Regulatory Council (the "ICCRC"). The ICCRC is a national regulatory body authorized by the government of Canada under the *Immigration and Refugee Protection Act* (the "IRPA"). The IRPA requires anyone providing Canadian immigration advice or representation for a fee or other consideration to be a member in good standing of the ICCRC.

4. RCICs must complete an accredited training program, an exam set by the ICCRC, and other entry-to-practice requirements. They must then meet annual professional requirements that include hours of professional development and mandatory courses developed and taught by the ICCRC.

5. The ICCRC also administers a complaints and discipline process to ensure that RCICs comply with the ICCRC *Code of Professional Ethics* and that consumers are effectively protected. Attached as Exhibit "A" is a copy of the ICCRC *Code of Professional Ethics*. Attached as Exhibit "B" is a copy of the ICCRC complaint form.

RECRUITMENT SERVICES PROVIDED TO MAC'S

6. Throughout the period during which it was providing recruitment services to Mac's, OCCS was licensed as an employment agency through British Columbia's Employment Standards Branch. OCCS has been a licensed employment agency since roughly 2004, renewing its licence annually. OCCS remains a licensed employment agency as of the date of swearing this affidavit. Attached as Exhibit "C" is a copy of page 13 from the list of the licensed employment agencies in BC as of September 29, 2016. OCCS is included on that page of the list.

7. From roughly the beginning of 2012 until in or about June 2014, OCCS had an agreement with Mac's Convenience Stores Inc. ("Mac's") regarding the provision of recruiting services (the "Recruitment Contract"). The Recruitment Contract was made verbally between myself and Mac's. The services provided by OCCS further to that Recruitment Contract included:

(a) assisting Mac's in obtaining from Service Canada Labour Market Opinions ("LMOs", and singularly, "LMO"), and later, Labour Market Impact Assessments ("LMIA's", singularly "LMIA") authorizing Mac's to fill vacancies at stores operated by Mac's with foreign workers under the Canadian government's Temporary Foreign Workers Program ("TFWP");

(b) organizing job fairs in Dubai where a representative of Mac's could meet and interview foreign workers for the purposes of offering them jobs under the TFWP; and

(c) facilitating communications between Mac's and the foreign workers that Mac's decided to hire under the TFWP.

8. Under the Recruitment Contract, OCCS was paid a fee by Mac's for each successful recruitment of a foreign worker by Mac's. The amount of the fee paid by Mac's varied depending on the nature of the position the worker was to fill. Mac's paid OCCS a \$500 fee for each successful recruitment of a cashier and a \$1,500 fee for each successful recruitment of a supervisor. In total, Mac's paid OCCS approximately \$100,000 for recruitment services over the course of the Recruitment Contract.

9. OCCS did not collect any fees for recruitment or job placement with Mac's from the foreign workers who signed employment contracts with Mac's. Rather, all payments for the recruitment services were paid by Mac's as outlined above.

10. At no time was it a term of the Recruitment Contract with Mac's that workers Mac's decided to hire also enter into an immigration and settlement services agreement with OCCS. However, most workers hired by Mac's did decide to retain OCCS for this purpose.

11. As described in greater detail in paragraphs 52-59 of this affidavit, OCCS was involved in providing immigration and settlement services to foreign workers who contracted with Mac's for employment in Canada.

RECRUITMENT SERVICES TO MAC'S DEALERS

12. A number of Mac's stores were operated by an individual known as dealer who was paid a percentage of the sales made at the store he or she operated ("Mac's Dealer"). Mac's Dealers were responsible for hiring, managing and paying their own employees.

13. OCCS provided recruitment services to approximately 7 Mac's Dealers who were operating Mac's Convenience Stores. OCCS also provided recruitment services to a number of companies that were operating Subway locations. Some of those Subway locations may have been inside Mac's Convenience Stores.

14. The recruitment services that OCCS offered to Mac's Dealers were similar to those offered to Mac's. However, Mac's Dealers did not attend at overseas job fairs like Mac's representatives did. Instead, the Mac's Dealers relied on resumes submitted by potential foreign workers and telephone interviews to choose the workers that they hired.

15. The foreign workers who were hired by Mac's Dealers entered into employment contracts with the particular Mac's Dealer who hired them.

16. OCCS did not collect any fees for recruitment or job placement with Mac's Dealers from the foreign workers who entered into employment contracts with Mac's Dealers. Rather, all payments for the recruitment services were paid by the Mac's Dealers themselves.

17. At no time was it a term of the recruitment arrangement with a Mac's Dealer that workers the Mac's Dealer decided to hire also enter into an immigration and settlement services agreement with OCCS. However, most workers hired by the Mac's Dealers that OCCS had a recruitment arrangement with did decide to retain OCCS for this purpose.

18. As described in greater detail in paragraphs 52-59 of this affidavit, OCCS was involved in providing immigration and settlement services to foreign workers who entered into contracts with Mac's Dealers for employment in Canada.

OVERSEAS IMMIGRATION SERVICES INC.

19. OIS was not incorporated until July 2, 2013. Attached as Exhibit "D" is a true copy of a January 8, 2016 BC Company Summary for OIS.

20. OIS had no involvement in the matters giving rise to this action. It did not provide recruitment services to Mac's. It also was not involved in providing immigration and settlement services to foreign workers who contracted with Mac's for employment in Canada.

TRIDENT IMMIGRATION SERVICES LTD.

21. Trident Immigration Services Ltd. ("Trident") had an agreement with OCCS to assist with the provision of immigration and settlement services to foreign workers who contracted with Mac's for employment in Canada. Essentially, Trident took on the overflow, providing immigration and settlement services to foreign workers when OCCS was too busy.

22. Where Trident provided immigration and settlement services to a foreign worker, Trident was paid directly by the worker. There was no payment from OCCS to Trident.

23. The principal of Trident, Minakshi Bala, is also an RCIC.

24. At no time was Trident or Minakshi Bala involved in providing recruitment services to Macs under the Recruitment Contract. Neither Ms. Bala nor anyone else from Trident ever traveled to Dubai for the job fairs. They were also not involved with assisting Mac's in obtaining LMOs or LMIA's.

25. OIS and OCCS have never shared office space with Trident.

AJ MANN AND MAYFAIR IMMIGRATION SERVICES

26. AJ Mann was never a corporate manager or even an employee of OCCS or OIS. Rather, OCCS agreed with Mann's company Mayfair Immigration Services Ltd. ("Mayfair") for Mann to provide immigration services through OCCS to the immigration candidates who had been hired by Mac's. The Overseas Group paid Mayfair for all services provided by Mann.

27. Further to Mayfair's agreement with OCCS, Mann travelled to Dubai to participate in job fairs held there, meeting with foreign workers and contracting with them for the provision of the immigration and settlement services. In arranging those contracts, and in the provision of the consequent services, Mann communicated directly with foreign workers who had contracted with Mac's for employment in Canada.

28. Mann is also an RCIC.

JOB FAIRS IN DUBAI

29. OCCS organized a number of job fairs in Dubai for Mac's where prospective temporary foreign workers could be interviewed by a representative of Mac's, and possibly hired by Mac's for a position at one of the company's stores in Canada.

30. The first job fair involving Mac's was in November 2012. There were others in 2013.

31. Prior to November 2012, OCCS had organized similar job fairs in Dubai and in India for other prospective employers.

32. The job fairs organized for Mac's were attended by me and by AJ Mann, and by Geoff Higuchi representing Mac's. Often an OCCS employee, such as Cynthia Hirak, was also present to assist.

33. The purpose of the job fairs was to provide an opportunity for prospective temporary foreign workers to meet with and be interviewed by representatives of

Canadian companies, like Mr. Higuchi of Mac's, who were looking to hire employees under the TFWP to work in Canada.

34. OCCS also offered seminars to the foreign workers who attended on the process for obtaining a work permit, and provided them with information about immigrating to Canada under the TFWP.

35. I have reviewed the flyer that is included in Exhibit "A" to the Affidavit of Bishnu Khadka made June 29, 2016 (the "Khadka Affidavit"), and I confirm this flyer was published by OCCS to advertise the job fair in Dubai in November 2012. The flyer also describes the "relocation" or settlement services that OCCS could offer to foreign workers immigrating to Canada under the TFWP. The flyer refers to "guaranteed job allocation". The intended meaning of this phrase was that OCCS would provide prospective temporary foreign workers with a venue where they could meet with employers, and perhaps, enter into an employment agreement that would be the basis for an immigration application under the TFWP. The advertising flyer was never intended to be, and never could create a promise of a guaranteed job in Canada, since that would depend on many factors, including whether the worker liked the employer, the employer liked the worker, and whether all immigration hurdles could be cleared. I do not know how many people would have seen or read this advertising flyer.

36. Subsequently, all of the job fairs involving Mac's that occurred in 2013 were advertised on the Facebook and other social media sites.

37. In all cases, the ultimate decision whether or not to hire a foreign worker was Mac's. The decision whether to accept the offer was the worker's. OCCS and Trident had no part in those decisions.

EMPLOYMENT AGREEMENTS WITH MAC'S

38. Attached as Exhibits "E", "F", "G" and "H" are copies of the employment contracts which the four plaintiffs signed with Mac's. To my knowledge, Mac's used the same employment contract with all of the temporary foreign workers hired by Mac's; although, the terms varied depending on the nature of the job that the foreign worker was hired to

do (i.e. cashier or supervisor) and the location of the store where the foreign worker would be employed.

39. In every case, Mac's entered into the employment contract with the foreign worker directly. A representative of Mac's always signed the employment contract. No one from the OCCS or Trident ever signed an employment contract as agent for Mac's.

40. Neither OCCS nor Trident collected any fees for recruitment or job placement from the temporary foreign workers who signed employment contracts with Mac's.

WORKERS' IMMIGRATION AND SETTLEMENT AGREEMENTS WITH OIS AND TRIDENT

41. With me acting as Regulated Canadian Immigration Consultant, OCCS and Trident was able to and did enter into agreements for the provision of immigration and settlement services with foreign worker who were hired by Mac's or Mac's Dealers.

42. If foreign workers reached out to OCCS prior to attending a job fair and being interviewed by a potential employer, OCCS would ask them to send their CV and an initial deposit toward the retainer of OCCS to provide its immigration and settlement services. This allowed OCCS to review the foreign worker's suitability for the jobs that employers were offering. In addition, the deposit – typically in and around \$2,000 CAD – acted as a test of the foreign worker's commitment to immigrating to Canada to take a job under the TFWP.

43. As noted, OCCS had run a number of these job fairs in the past for different employers. There is significant expense for employers in sending company representatives to places like Dubai to interview foreign workers. Additionally, the representatives' time is valuable. They do not want to waste that time interviewing foreign workers who are not qualified for the employment on offer or who are not truly interested in leaving their current jobs to move to Canada. OCCS had found this kind of "tire-kicking" by foreign workers to be a problem in the past. When it could be arranged, the payment of a deposit up front for the immigration and settlement services was

helpful to all parties, as it showed a level of commitment to the process involved in immigrating to Canada under the TFWP.

44. On the other hand, where temporary foreign workers arrived at the job fair without any prior contact with OCCS, a representative of OCCS often met with them prior to their meeting with the representative of the potential employer. Again, this allowed the OCCS representative to vet the foreign workers' CVs and ensure they had the basic requirements the employer was seeking. At these initial meetings, the representative of OCCS would typically advise the foreign workers that, if they got a job offer from the employee, OCCS could provide them with the immigration and settlement services that would then be required. The representative would have sought a retainer to provide those immigration and settlement services. In other cases, the discussion about a possible retainer for immigration and settlement services occurred only after the workers had met with the representative of the employer and been told that they would be offered a job. Where the foreign workers agreed to retain OCCS immigration and settlement services, they were asked to provide OCCS with a deposit toward the provision of these immigration and settlement services.

45. In some cases, OCCS or Trident had to return deposits made toward the provision of immigration and settlement services as the foreign workers who made the deposits were not offered an employment contract by an employer, or having been offered a contract, could not or did not want to take it. In those cases, there was no basis for an application to the Canadian government for a visa and work permit under the TFWP, and therefore, no prospect of immigration and settlement, and so, no reason for OCCS or Trident to keep the deposit toward the provision of immigration and settlement services.

46. Most of the foreign workers hired by Mac's or Mac's Dealers who retained OCCS to provide immigration and settlement services signed formal written agreements with OCCS for the provision of those immigration and settlement services. Many did not, however, either because they had already paid a deposit for the immigration and settlement services prior to attending at a job fair, thereby forming an agreement, or

because the job fairs tended to be busy, and there was not always sufficient time to process a formal written agreement with all of the foreign workers who retained OCCS to provide immigration and settlement services. OCCS entered into a formal written agreement with many of the foreign workers who were hired by Mac's or Mac's Dealers and retained OCCS to provide immigration settlement services. The balance made their agreements orally or as a result of the payment of deposits.

47. Attached as Exhibit "I" is a true copy of a "Retainer Agreement" used by OCCS at present. The terms of the retainer agreements that foreign workers hired by Mac's or Mac's Dealers signed with OCCS were substantially the same as Exhibit "I". In particular, those retainer agreements specifically confirmed that "The Client(s) agree that the fees paid are for services indicated above and are not for Job Placement, and any refund is strictly limited to the amount of fees paid."

48. Foreign workers hired by Mac's or Mac's Dealers who also hired Trident to provide immigration and settlement services did not sign a written agreement with Trident.

49. The immigration and settlement services agreements between OCCS or Trident and workers hired by Mac's or Mac's Dealers related solely to the provision of immigration and settlement services, specifically the securing of a visa and permit to work in Canada under the Temporary Foreign Worker Program (the "TFWP"), and once the workers were in Canada, services relating to the settlement and being able to commence their employment with Mac's. All fees which the OCCS or Trident received from foreign workers hired by Mac's were solely for the provision of immigration and settlement services.

50. The amount of fees which a foreign worker paid to the OCCS or Trident varied according to the immigration candidate's circumstances, including such factors as marital and family status, employment history, foreign employment history (i.e. work outside the country of origin) and prior unsuccessful attempts to immigrate, all of which could increase the amount of documentation that needed to be located, organized, and perhaps, translated.

51. Under the arrangement with OCCS and Trident, foreign workers hired by Macs were required to pay the balance of the agreed fees for immigration and settlement services when they had obtained their visa to come to Canada under the TFWP. The amount of this balance was typically in the range of \$5,500 to \$6,000 CAD. The triggering event for payment of this amount was completely independent of any events related to the hiring of the foreign workers by Mac's or a Mac's Dealer, their commencing employment in Canada, or their satisfaction with that employment.

THE IMMIGRATION SERVICES PROVIDED BY OCCS AND TRIDENT

52. The fees that the OCCS or Trident received from a foreign worker hired by Mac's or Mac's Dealers were used for immigration services including:

- (a) interviewing the worker;
- (b) preparing a form containing the worker's complete personal, residence, education and employment history from 18 years old to present;
- (c) continued communication and consultation with the worker while his or her application under the TFWP was being prepared;
- (d) interacting with overseas governments and other institutions to obtain documentation in support of the worker's application, including records which can be difficult to secure, such as a police certificate;
- (e) assembling and organizing the worker's documentation once obtained, including arranging for translation where necessary;
- (f) updating the worker's file, including data-entry of developing details;
- (g) coordinating the worker's review and signing of the application;
- (h) submission of the application to the immigration department of the Canadian embassy or consulate in the worker's country of residence;

- (i) following up with immigration officers on application processing, and addressing any deficiencies in the application such as requests for more medical information or a confirmation as to the continued existence of the job for which the worker has been hired;
- (j) updating the worker on the status of the application;
- (k) after the application is granted, preparing the worker for their entry interview at the time of arrival in Canada; and
- (l) consulting with and supervising the worker after their entry into the country.

53. I have reviewed the document entitled "REQUIREMENTS FOR WORK PERMIT APPLICATION" that is attached as Exhibit "A" to the Khadka Affidavit, and I confirm this is a checklist prepared by OCCS that details the documentation typically required to complete a Canadian visa and work permit application. OCCS made this checklist available to foreign workers at job fairs. This is likely where Mr. Khadka obtained a copy. At job fairs, an OCCS representative would review this checklist with foreign workers explaining the required documents and the steps for gathering those documents and submitting them to a Canadian embassy or consulate.

54. In some cases, after receiving the checklist described in paragraph 38, foreign workers retained by OCCS or Trident would attempt to gather and submit the necessary documentation themselves. This was hard to control with the workers residing thousands of miles away and considering difficulties with communicating, particularly given the time change involved. When foreign workers charged ahead with their own visa application, OCCS or Trident often would be contacted by Citizenship and Immigration Canada ("CIC") regarding deficiencies in or questions about the workers' applications. In other cases, the foreign workers required assistance in gathering and preparing all of the documentation listed in the checklist. In either case, obtaining and submitting the necessary documentation could be a lengthy process that was very time consuming for the foreign worker and the company assisting that worker.

55. A common problem arose from the fact that most foreign workers were interested in the TFWP because of the potential to eventually obtain permanent resident status in Canada. By contrast, the United Arab Emirates did not allow foreign workers to become permanent residents and citizens. This motivation meant the workers were prepared to accept jobs in Canada that, once taxes and cost of living were factored in, may not have been as profitable as those they had in the United Arab Emirates. However, as it was constantly necessary to explain to foreign workers, entry to Canada under the TFWP is only temporary, and the possibility of obtaining permanent residence could only be considered once a worker had entered Canada and was working under the TFWP. If, when applying for a visa under the TFWP, workers submitted materials to CIC that indicated an intention to seek permanent residence, that could lead to additional inquiries by CIC, and might actually derail the workers' application for a visa and work permit.

SETTLEMENT SERVICES PROVIDED BY OCCS AND TRIDENT

56. In addition to the immigration services described above, when foreign workers hired by Mac's arrived in Canada, OCCS and Trident arranged transportation for them from the Vancouver International Airport to the Surrey area where they would be given accommodation for 2-3 nights. At times, representatives of OCCS or Trident would attend at the airport to drive the newly arrived workers to their accommodation. However, where that was not possible, cab rides were arranged for the worker and paid for by OCCS or Trident.

57. Throughout this time, OCCS had suites rented in the Surrey area where foreign workers could stay on their arrival to Canada. These were shared accommodations with workers sleeping two to a bedroom. The maximum of two people to a bedroom was a term of the rental agreements for those suites. On occasion, when the suites were full, OCCS arranged for incoming workers to stay at the Best Western King George Inn & Suites located at 8033 King George Boulevard in Surrey.

58. As part of the ongoing consultation with and supervising of temporary foreign workers following their entry into Canada, the OCCS assisted the workers in obtaining

social insurance numbers and setting up bank accounts. It also helped them with getting cell phones and arranging transport to the location where they were to begin work with Mac's of Mac's Dealers.

59. Foreign workers hired by Mac's of Mac's Dealers were flown into the Vancouver area as the head office of Mac's is located in Surrey. When the newly arrived workers had their social insurance numbers and bank accounts, OCCS took them to the Mac's head office, where they underwent training for their job and further to the Foodsafe program, which is a requirement for food service workers.

FOREIGN WORKERS HIRED BY MAC'S WHO WERE LIVING IN CANADA

60. As part of the recruiting services that it provided to Mac's, OCCS introduced Mac's to temporary foreign workers who were already living in Canada, but for a variety of reasons were not then employed. OCCS also helped arrange LMO's to support the hiring of these workers.

61. OCCS was paid by Mac's for its work in recruiting these workers. However, as the workers were already in Canada under the TFWP, they did not need immigration and settlement services. As such, OCCS did not enter into agreements with them, and therefore, they did not pay OCCS any money.

GOVERNMENT DELAYS IN PROCESSING VISA APPLICATIONS

62. When OCCS first began providing immigration services to foreign workers hired by Mac's of Mac's Dealers, the time for the Canadian government to process a work permit under the TFWP was approximately two months. This timeframe worked well with Mac's and Mac's Dealers needing to fill existing vacancies in store staffing on a timely basis.

63. However, over the time that the OCCS and Trident were involved in this work, the Canadian government's processing time expanded to as long as 12 months.

64. There were a number of explanations for the increase in the time that it took for the Canadian government to process work permit applications.

65. In June 2013, the union representing Canadian immigration officers stationed overseas began a series of one-day strikes that continued into October. During this time, CIC advised people to process their applications on line, but the strike action still resulted in a backlog of visa applications. Attached as Exhibit "J" is a copy of an internet article describing the strike.

66. July 2013 saw amendments to the TFWP that required companies to "make greater efforts to recruit Canadians first before requesting to hire temporary foreign workers", including a requirement to first advertise jobs for 4 weeks in Canada and continue actively seeking qualified Canadians from the time the application to hire foreign workers is submitted, until it is approved. At the same time the LMIA application process become more difficult, as the government sought to ensure that jobs which should have gone to Canadians were not being taken by foreign workers. Attached as Exhibit "K" is a copy of a Government of Canada publication describing these changes.

67. In addition, in or about April 2014, the Canadian press reported widely on the story of a Victoria man who said he was unable to get a job at McDonald's because all the positions were already filled by foreign workers in Canada under the TFWP. The prominent coverage of the McDonald's story, prompted action from the government which implemented changes to the TFWP in July 2014 which essentially ended the issuing of work permits to unskilled foreign workers and precluded Mac's from hiring any more foreign workers for positions at its stores. Attached as Exhibit "L" are internet articles describing the McDonald's story and the government's subsequent changes to the TFWP.

68. The implications of these government-driven developments can be seen by considering the timelines that apply to the plaintiffs acceptance of employment with Mac's in this action:

- (a) Prakash Basyal – signed an employment contract with Mac's in or about March 2013 and applied for a visa thereafter, but did not receive his visa from the Canadian government until December 2013, and did not come to Canada until April 2014;

(b) Arthur Gortification Cajes – signed an employment contract with Mac's in or about April 2013, and applied for a visa thereafter, but did not receive his visa from the Canadian government until October 2013, and did not come to Canada until February 2014;

(c) Edlyn Tesorero – signed an employment contract with Mac's in or about April 2013, and applied for a visa thereafter, but did not receive her visa from the Canadian government until September 2013, and did not come to Canada until December 2013;

(d) Bishnu Khadka – signed an employment contract with Mac's in or about January or February 2013, and applied for a visa thereafter, but did not receive his visa from the Canadian government until July 2013 (and did not get the visa affixed in his passport until October or early November 2013) and did not come to Canada until April 2014.

69. For foreign workers coming from Dubai, like the plaintiffs, there could be an added delay caused by the fact that their present employers held their passports and could take up to two months to release them after the workers had secured a Canadian permit and announced their intention to leave.

70. Typically, the LMOs and LMIA's obtained by Mac's to justify the hiring of foreign workers were specific to a particular kind of job in a particular city. Especially as the time to obtain a visa under the TFWP lengthened, there were cases where, out of necessity, Mac's had filled the named position by the time the foreign worker initially hired for that job had received his or her work permit and entered the country. This was particularly so in light of the Canadian government delays outlined above.

71. As the time for visa processing increased, OCCS and Trident had no way of knowing when a visa might be issued. Further, when visas were issued, the Canadian government would advise the individual foreign worker and not OCCS or Trident. If a foreign worker hired by Mac's informed OCCS or Trident that his or her work permit had been issued, then OCCS could and did follow up with Mac's to confirm whether or not

the position for which the foreign worker had been hired was still available. In some cases, however, the foreign workers would not advise OCCS or Trident that their work permit had been granted and would make their own arrangements to come to Canada. Then there was no opportunity to confirm the continued existence of the jobs before the foreign workers arrived. In other cases, OCCS was unable to get confirmation from Mac's before the foreign workers' arrival dates, and only learned that the planned jobs were no longer available after the workers were in Canada.

72. At no time did OCCS or Trident promise that a visa or work permit would be obtained by a foreign worker or would be obtained by a certain date.

73. The increased time for obtaining visas meant that more frequently jobs with Mac's were not still available when the workers were ready to come to Canada to take them. As a result, in or about the beginning of April 2014, Mac's began to require that OCCS confirm that a job was available before advising a worker to come to Canada for that position.

74. In some cases, foreign workers obtained a visa to come to Canada under the TFWP, but Mac's advised OCCS that the job they had been hired for was no longer available, and so, the worker did not end up coming to Canada.

75. In other cases, foreign workers who were advised that their Mac's job was no longer available were still adamant about coming to Canada. In some of those cases, OCCS still rendered immigration and settlement services to the worker, hoping that another suitable Mac's job might become available in the interim.

76. In situations where a foreign workers hired by Mac's had arrived in Canada and their planned jobs were no longer available, or they decided they no longer wanted the job Mac's had for them, OCCS made efforts to try to assist them. As these workers were technically legally permitted to remain in Canada, but could not work other than as was indicated in their work permits, OCCS often offered to get them included on a new LMIA for work with a different employer. However, this process could take 3 to 4 months, and when the new LMIA was available, it took a further 3 months or so to get

the foreign worker a new work permit for that job. Recognizing that 6 to 7 months was an impossibly long period for most foreign workers to be in Canada without employment, OCCS also often offered workers the possibility of applying for a work visa based on a "unnamed" farm worker LMIA. As it was difficult to fill farm jobs, there were almost always farm worker LMIAs available, and at least this cut 3 to 4 months off the time to become legally employed in Canada. Finally, if the workers were unwilling to wait for a new LMIA or work permit, OCCS often offered them an airplane ticket to return to the place from which they came to Canada.

PRAKASH BASYAL

77. With reference to paragraph 8 of the Affidavit of Prakash Basyal made June 29, 2016 (the "Basyal Affidavit"), I deny that I ever told Prakash Basyal that I could guarantee him a job in Canada. I am not aware of any written documents making such a promise.

78. Mr. Basyal was told that all payments that he made to OCCS were for immigration and settlement services. I believe Mr. Basyal understood this as his brother had previously paid OCCS for immigration and settlement services when he got a job in Canada with Pizza Hut under the TFWP.

79. Attached as Exhibit "M" are two copies of Prakash Basyal's *Curriculum Vitae*. A handwritten note on the first copy of this CV, indicates it was received by the Overseas Group on "Sept[ember] 3rd" which likely means September 3, 2012. A further handwritten note indicating that Mr. Basyal was "placed in Mac['s]", would have been written after indicated that it wanted to hire Mr. Basyal and his name was to be included with an LMO for positions with Mac's.

80. Attached as Exhibit "N" is a copy of a Mac's Application Form completed by Prakash Basyal in Abu Dhabi and dated November 20, 2012.

81. Attached as Exhibit "O" is a copy of a Mac's Telephone Pre-Screen Form completed by Cynthia Hirak of OCCS further to an interview of Prakash Basyal on November 20, 2012. The completion of this form was part of the pre-screening of

foreign workers that OCCS performed for Mac's. Ms. Hirak has noted on the form that Mr. Basyal heard about the Mac's hiring opportunity from "Overseas". This could mean that Mr. Basyal saw the advertising flyer that is included in Exhibit "A" of the Khadka Affidavit, or that he saw one of OCCS's Facebook or other social media ads, or as his brother had previously been a client of OCCS, that he had contacted us and been advised of the November 2012 job fair. The form includes a question about "security funds" which pertains to foreign workers looking to become an independent store operator. At the end of the form, Ms. Hirak has checked "yes" in response to the question "Send for In-Person Interview?", meaning she was recommending Mr. Basyal for an interview by a Mac's representative so that representative could make a decision on whether Mac's should hire Mr. Basyal or not.

82. Attached as Exhibit "P" is a copy of a Mac's Independent Store Operator Interview Evaluation form completed by Mac's Geoff Higuchi further to an interview of Prakash Basyal on November 20, 2012. Mr. Higuchi has marked the form "no" indicating he did not think that Mr. Basyal was qualified to become an independent store operator.

83. Attached as Exhibit "Q" are copies of English and mathematics exams completed by Prakash Basyal on November 20, 2012 as part of the Mac's application process.

84. Attached as Exhibit "R" is copy of an employment contract between Mac's and Prakash Basyal that was signed by Geoff Higuchi as a representative of Mac's on January 28, 2013. Mr. Basyal would have had to deliver a signed copy of this agreement to CIC as part of his visa application.

85. Attached as Exhibit "S" is a copy of a February 5, 2013 letter from Geoff Higuchi of Mac's to Prakash Basyal offering Mr. Basyal full time employment with Mac's as a cashier at a location in Edmonton. The letter sets out the terms of the offered employment and expressly provides that the offer "is based upon that you are issued a Work Permit by Citizenship & Immigration Canada". The letter also requests that Mr. Basyal add his initials "to confirm that [he has] not paid any of our employees,

associated staff, owner operators or any individuals associated to our company for employment with us, in support of your application to Citizen and Immigration Canada”.

86. Attached as Exhibit “T” is a copy of two pages (pp. 1 and 4) from an April 12, 2013 letter from Service Canada to Geoff Higuchi of Mac’s headed “Labour Market Opinion Confirmation for #7914756” advising that Service Canada had issued a positive LMO and confirmed Mac’s offer of employment to the workers listed in Service Canada’s records in relation to that LMO. Also included in Exhibit “T” is a copy of the 3 page attachment to the April 12 letter which sets out the terms of employment for the workers covered by the LMO and includes a list of workers falling under the LMO. That list includes the name of Prakash Basyal.

87. Attached as Exhibit “U” is a copy of a page of handwritten notes dated between September 18 and December 18, 2013 made by various OCCS employees detailing efforts to communicate with Prakash Basyal regarding his visa application. Notes for September 18, 19 and 23 and October 12, indicate that Mr. Basyal did not answer or was not available when called. As mentioned above, this was not uncommon when seeking to reach clients in Dubai by telephone due to the time difference. A note dated October 22, indicates an email had been received stating there was no update from the Canadian Embassy. A note dated October 29, indicates Mr. Basyal was again not reachable. A note dated November 27 records that again there no update from the Embassy. A note dated December 9 indicates Mr. Basyal was not available. A note dated December 12, 2013 records that an email was sent to Mr. Basyal. A note dated December 18, simply states that there was “no answer”, again likely in response to an attempt to reach Mr. Basyal by phone.

88. The Basyal Affidavit includes a copy of the visa issued to Prakash Basyal on December 23, 2013. As noted above, the issuing of that visa triggered the payment of the remainder of the fees to OCCS for immigration services, and Mr. Basyal indicates that he met me at another trade fair in Dubai on December 23, 2013 and paid me \$6,000 CAD in cash. I do not have any specific recollection of Mr. Basyal paying me that money. Instead, my recollection is that Mr. Basyal indicated that he had arranged

for his brother to make that payment for him. However, OCCS never received that payment from Mr. Basyal's brother, and Mr. Basyal never paid the balance of the fees himself.

89. Attached as Exhibit "V" is a copy of a December 26, 2013 email from Prakash Basyal to Cynthia Hirak advising that he "got [his] visa stamped from [the] Canadian embassy" and asking what he was supposed to do next.

90. Around this time, Prakash Basyal advised OCCS that he was returning to Nepal and wanted to spend a couple months at home.

91. Attached as Exhibit "W" are copies of pages 2-7, 28 and 29 from Prakash Basyal's Nepalese passport issued February 26, 2014 when he was in Nepal.

92. Stamps found on page 28 of Mr. Basyal's passport indicate the government of Nepal issued him a Foreign Employment Permit on March 6, 2014.

93. Attached as Exhibit "X" is a print-out of an email dated March 9, 2014 from Prakash Basyal to Cynthia Hirak at Overseas Immigration, thanking her for her "positive response". Mr. Basyal also requests delivery of an airline ticket leaving Kathmandu on March 28, 2014, preferably with "dragon airline", and avoiding transit through the United Arab Emirates. I recall Mr. Basyal mentioning that he wanted to avoid landing in the United Arab Emirates because he had left there without cancelling his work visa as required. This would likely have been discovered if he passed through immigration in the United Arab Emirates, and if it was, the visa would certainly have been cancelled and he may have been precluded from getting another one in the future.

94. There are handwritten notes on the email printout that is Exhibit "X", again made by OCCS employees. The first note is dated March 21, 2014 and indicates Mr. Basyal is not available. Below that, is a note indicating that Mr. Basyal is "booking [his] own ticket as per Kumar". Finally, there is a note dated April 3, 2014 which simply reads "N/A coming next week".

95. Attached as Exhibit "Y" is a copy of an Itinerary from Hillside Travel N Tours P. Ltd. in Kathmandu dated April 7, 2014, setting out the travel arrangements of Prakash Basyal, including flights from Kathmandu to Vancouver via Hong Kong on April 17 and 18, 2014.

96. Stamps on pages 5 and 7 of Mr Basyal's passport (which are included as part of Exhibit "W") indicate he departed Kathmandu on April 17, 2014 and arrived in Canada on April 18. His work permit is partly visible as it was stapled to page 7 of the passport at the time of copying.

97. Attached as Exhibit "Z" is a complete copy of Prakash Baysal's Work Permit which indicates it was signed April 18, 2014 and would allow him to stay in Canada until April 17, 2016. It also provides that Mr. Basyal is not authorized to work at any occupation or for any employer other than as indicated. The indicated employer is Mac's, the indicated occupation is cashier, and the indicated location is Edmonton.

98. After his arrival in Canada, Prakash Basyal was provided with accommodation in a suite in Surrey. He would have shared a room with another foreign worker, but would have had his own bed.

99. Attached as Exhibit "AA" is a copy of a print-out of an online "SIN Confirmation" for Prakash Basyal from Service Canada printed April 23, 2014. OCCS assisted Mr. Basyal in obtaining his SIN number.

100. Attached as Exhibit "BB" is a copy of a Direct Deposit Form for Prakash Baysal that was signed by him on April 29, 2014 and, partly obscuring that form, a voided cheque from the Canada Trust branch at 8057 – 120th Street in Delta, B.C., with Mr. Baysal's name written on it as well as the words "Payroll Direct Deposit". OCCS assisted Mr. Basyal in setting up this account so that he could receive payments from Mac's.

101. When Mac's advised that it no longer had a job for Mr. Basyal in Edmonton, I offered to arrange a job for him under an "unnamed" farm worker LMIA, and to provide him with free accommodation while he waited for a work permit that would allow him to

take that job; however, he was not interested in that. I also offered him a return flight to Dubai.

102. Subsequently, Prakash Basyal advised me that he had located a job in Calgary through an online advertisement, and that the employer was applying for an LMIA that would allow Mr. Basyal to get a work permit. Mr. Basyal told me he preferred to go to Calgary rather than returning to Dubai. It was at this time that Mr. Basyal advised that he did not want to return to Dubai because he had failed to cancel his United Arab Emirates work visa.

103. Given Prakash Basyal's desire to go to Calgary to pursue the job he had found, OCCS provided him with a bus ticket to Calgary. This was the last contact we had with Mr. Basyal before being sued in this lawsuit.

ARTHUR GORTIFICION CAJES

104. Attached as Exhibit "CC" is a copy of an undated resume of Arthur Cajés.

105. Attached as Exhibit "DD" is a copy of handwritten notes made by OCCS employees dated from January 16 to November 6, 2013. The notes detail communications and attempts to communicate with Arthur Cajés, in particular, regarding his interactions with the "Embassy" in Abu Dhabi and his efforts to obtain the return of his passport.

106. Attached as Exhibit "EE" is a copy of an April 2, 2013 letter from Geoff Higuchi of Mac's to Arthur Cajés offering Mr. Cajés full time employment with Mac's as a Food Service Supervisor at a location in Calgary. The letter sets out the terms of the offered employment and expressly provides that the offer "is based upon that you are issued a Work Permit by Citizenship & Immigration Canada". The letter also requests that Mr. Cajés add his initials "to confirm that [he has] not paid any of our employees, associated staff, owner operators or any individuals associated to our company for employment with us, in support of your application to Citizen and Immigration Canada".

107. Attached as Exhibit "FF" is copy of an Employment Contract between Mac's and Arthur Cajes that was signed by Geoff Higuchi as a representative of Mac's on April 2, 2013. This contract did not provide transportation costs, as the employer was not required to provide transportation to foreign workers who, like Mr. Cajes, were hired as supervisors.

108. Attached as Exhibit "GG" are copies of pages 2-9, 18, 19, 22-25, 28 and 29 and two pages that are not numbered from Arthur Cajes' Filipino passport issued January 13, 2010.

109. Affixed to page 19 of Arthur Cajes' passport is a Visa issued by the Canadian government through the Abu Dhabi Embassy on September 16, 2013 allowing multiple entries to Canada as a "worker" until November 1, 2015.

110. As documented in the October 21, 2013 phone note found in Exhibit "DD", Arthur Cajes reported to OCCS that he had still "not received [his] passport back as [it was] still in the process of being renewed". An October 31, 2013 note indicates that "after stamping in passport" Mr. Cajes was "going to pay". This refers to payment of the remainder of the fees owing to OCCS pursuant to Mr. Cajes' agreement with the company to provide him with immigration and settlement services. Finally, a November 6, 2013 note records Mr. Cajes' report that he had "received [his] passport".

111. At paragraphs 22 and 23 of the Affidavit of Arthur Gortifacion Cajes made April 22, 2016, Mr. Cajes reports that on October 22, 2013 he communicated directly with Geoff Higuchi of Mac's, and Mr. Higuchi replied saying he did not recognize Mr. Cajes' name and Mr. Cajes was not on his list. I am not completely surprised by this, as Mr. Higuchi was recruiting foreign workers for all of Western Canada, and it was difficult for him to keep track of all of the names of the workers who had been hired by Mac's. He and I spoke frequently during the time that OCCS was assisting Mac's with recruiting and providing immigration and settlement services to Mac's hirees, and I knew I could not raise the status of a worker with him without first giving him an opportunity to consult his files. The usual practice is that when OCCS was aware that a foreign worker hired by Mac's had his or her visas and was ready to come to Canada, OCCS would contact

Mac's. It was only then that Mr. Higuchi would confirm that there was still a job for the worker. In this case, OCCS was not advised that there was no job for Mr. Cajés.

112. Attached as Exhibit "HH" is a copy of an email from Kuldeep Bansal to Cheryl Bodie dated February 5 forwarding an email Mr. Bansal received on the same date from KLM airlines that confirms Mr. Cajés's flight from Abu Dhabi to Vancouver via Amsterdam on February 16, 2014. The cost of the flight was paid by OCCS. Mac's had advised OCCS that it could for pay for flights for workers hired by Mac's and Mac's would refund OCCS for that expense.

113. Stamps on pages 18 and 22 of Arthur Cajés' passport (which are included as part of Exhibit "GG") indicate Mr. Cajés left the United Arab Emirates on February 15, 2014 and arrived in Canada on February 16.

114. Attached as Exhibit "II" is a copy of Arthur Cajés' Work Permit which indicates it was signed February 16, 2014 and provides that Mr. Cajés is not authorized to work at any occupation or for any employer other than as indicated. The indicated employer is Mac's, the indicated occupation is Food Service Supervisor, and the indicated location is Calgary. Mr. Cajés' work permit was only valid until December 12, 2014, a period of just under 10 months, because his passport was due to expire on January 12, 2015 (see page 2 of the passport in Exhibit "GG").

115. I recall that when Arthur Cajés arrived in Vancouver, he was housed in a two-bedroom apartment with three other people. I also recall Mr. Cajés complaining that he did not feel he should share a room because he was hired to be a supervisor.

116. When Mac's advised that a job was no longer available for Mr. Cajés, I worked to locate a new job for him. Attached as Exhibit "JJ" is a copy of a March 6, 2014 letter from Simon Cotton of the Reef Restaurant to Arthur Cajés extending an offer of employment as a line cook, as well as a copy of the last page of the same letter signed by Mr. Cotton. The letter provides that the job offer is contingent upon Mr. Cajés obtaining a work permit from CIC based on an LMO obtained by the Reef.

117. Attached as Exhibit "KK" is a copy of a January 23, 2014 letter from Service Canada to Simon Cotton. The letter is headed "Unnamed Labour Market Opinion for SF #8062997. The letter advises that the Reef's November 14, 2013 application for a LMO in relation to two positions for line cooks has met the requirements of the TFWP.

118. Attached as Exhibit "LL" are two copies of a form headed "Foreign Worker Name Submission for System File #: 8062997" that was sent to Service Canada in anticipation of getting Arthur Cajés added to the "unnamed" LMO obtained by the Reef.

119. When Arthur Cajés was advised of the Reef opportunity, he expressed concerns about the demands of the job. He also did not want to wait the time necessary to get a new work permit that would allow him to take that job. Instead, he advised that he had a friend or relative (I do not remember which) in Calgary that he wanted to go see. I offered that, in the circumstances, OCCS would fund that trip for him.

120. Attached as Exhibit "MM" are copies of documents relating to Arthur Cajés' travel from Langley to Calgary by bus on March 20 and 21, 2014. OCCS paid for his travel. OCCS did not hear from Mr. Cajés again after he left to Calgary on March 20, 2014.

BISHNU KHADKA

121. Attached as Exhibit "NN" are copies of the following pages from Bishnu Khadka's Nepalese passport issued March 7, 2005: an initial page that is not numbered, and pages 1, 8-13, 18, 19, 30-33, 38-43, 46, 47, 54-57.

122. Attached as Exhibit "OO" is a copy of Bishnu Khadka's *Curriculum Vitae* which has a "received" stamp dated May 24, 2012. There is also a stamp indicating that Mr. Khadka had been "placed" with Mac's as of November 30, 2012 pursuant to LMO #7920349.

123. In paragraph 11 of the Khadka Affidavit, Bishnu Khadka says that when he met me at a job fair in Dubai in late November 2012 I promised to find him a job or I would refund the \$2,000 CAD that Mr. Khadka had paid. I deny that I promised Mr. Khadka a job. Instead, what I told him was that if Mac's did not offer him a job, OCCS would not

be able to provide him with immigration and settlement services, and so, would return the deposit he had paid toward those services that would no longer be required.

124. Attached as Exhibit "PP" is a copy of an Employment Contract between Mac's and Bishnu Khadka that was signed by Geoff Higuchi as a representative of Mac's on December 7, 2012.

125. Attached as Exhibit "QQ" is a copy of an April 11, 2013 letter from Service Canada to Geoff Higuchi of Mac's headed "Labour Market Opinion Confirmation for #7920349 advising that Service Canada had issued a positive LMO and confirmed Mac's offer of employment to the workers listed in Service Canada's records in relation to that LMO. Annex A of the letter lists OCCS as a "Third Party" with me as the named OCCS representative. Annex B of the letter includes a list of the names of the temporary foreign workers hired by Mac's to fill the 40 jobs covered by the LMO, including the name of Bishnu Khadka.

126. Affixed to page 39 of Bishnu Khadka's passport (see Exhibit "NN") is a visa issued by the Canadian government through the Embassy in Abu Dhabi on July 27, 2013 allowing multiple entries to Canada as a "worker" until March 5, 2015. However, it is clear from correspondence attached as Exhibit "N" of the Khadka Affidavit that the visa was only affixed to his passport in late October or early November 2013. The receipt of his visa triggered payment of the remainder of the fees owed to OCCS for the provision of immigration and settlement services, and Mr. Khadka made that payment in or around November 10, 2013.

127. Attached as Exhibit "RR" is a copy of emails from Bishnu Khadka to Cheryl Bodie of OCCS and from Cheryl Bodie to Cynthia Hirak also of OCCS in mid-November 2013. The emails include Mr. Khadka's advice that he was leaving Abu Dhabi and returning to Nepal so would require air travel from Kathmandu to Canada.

128. A stamp on page 30 of Bishnu Khadka's passport (see Exhibit "NN") indicates Mr. Khadka returned to Nepal on November 15, 2013.

129. Affixed to page 43 of Bishnu Khadka's passport (see Exhibit "NN") is a two-year Foreign Employment Permit issued by the government of Nepal on December 2, 2013. The permit is for employment as a "cashier" at "mac's convenience" in "Canada".

130. Attached as Exhibit "SS" is a copy of some handwritten notes concerning communications with Bishnu Khadka. The first note dated January 22, 2014 indicates that Mr. Khadka had called to advise that he had been in an accident and was in hospital, and therefore, had to delay his flight to Canada until the end of February. In a further note, Mr. Khandka's "date of requested travel" is recorded as February 28, 2014.

131. Attached as Exhibit "TT" is a printout of a reservation booked on March 25, 2014 through CheapOair.com for a series of flights departing Kathmandu on April 12, 2014 with stops in New Delhi and Beijing and arriving in Vancouver on April 13.

132. Stamps on pages 13 and 32 of Bishnu Khadka's passport (see Exhibit "NN") indicate he departed Nepal on April 12, 2014 and arrived in Canada the next day.

133. Attached as Exhibit "UU" is a copy of Bishnu Khadka's Work Permit which indicates it was signed April 13, 2014 and would allow him to work in Canada until April 12, 2016. It also provides that Mr. Khadka is not authorized to work at any occupation or for any employer other than as indicated. The indicated employer is Mac's, the indicated occupation is Cashier, and the indicated location is "B.C. NES". NES stands for "not elsewhere stated" and means that a specific location in British Columbia has not been identified.

134. It is not known why Bishnu Khadka's work permit was stated to be restricted to work in British Columbia even though he came to Canada based on a LMO relating to jobs at various locations in Calgary. I assume this was an error by the CBSA officer who prepared Mr. Khadka's visa at the Vancouver airport. Mistakes of this kind were not unheard of. They can be fixed, but it takes time.

135. Upon his arrival in Canada, Bishnu Khadka was housed in a four-bedroom suite in Surrey. While he would have been asked to share a bedroom with another worker, he had his own bed.

136. Attached as Exhibit "VV" is a copy of a "SIN Confirmation" from Service Canada dated April 15, 2014 confirming the issuance of Bishnu Khadka's social insurance number. OCCS assisted Mr. Khadka in obtaining this number.

137. I did meet with Bishnu Khadka after he left his job with Mac's in Kitimat and returned to the Lower Mainland. With Mr. Khadka at the meeting was a fellow from a local church that was assisting him. Contrary to what is alleged, I did not yell at Mr. Khadka at that meeting. I did offer him the possibility of applying for a new work permit under an "unnamed" farm worker LMIA. As noted above, that was the fastest way for him to legally begin working for another employer in Canada. Mr. Khadka said that, because of the accident in his home country earlier that year, he did not believe he would be able to do farm work. I also offered to try and get Mr. Khadka included on a new LMIA, but again, as explained above, that would take months longer. Finally, the arrangement with Mac's that allowed OCCS to pay for foreign worker flights and then obtain a refund also applied to return trips at the end employment period or if the worker was unable to complete their employment. As such, I offered to purchase Mr. Khaka a return ticket to Kathmandu. He declined that as well. He left the OCCS office and did not return.

138. As detailed in he Khadka Affidavit, Bishnu Khadka did commence a proceeding before the Employment Standards Branch against Mac's and OCCS. It is my understanding that the proceeding was discontinued against OCCS.

EDLYN TESORERO

139. Attached as Exhibit "WW" is a copy of an undated resume of Edlyn Tesorero.

140. Attached as Exhibit "XX" is a copy of an April 2, 2013 letter from Geoff Higuchi of Mac's to Edlyn Tesorero offering Ms. Tesorero full time employment with Mac's as a Food Service Supervisor at a location in Calgary. The letter sets out the terms of the offered employment and expressly provides that the offer "is based upon that you are issued a Work Permit by Citizenship & Immigration Canada". The letter also requests that Ms. Tesorero add her initials "to confirm that [she has] not paid any of our

employees, associated staff, owner operators or any individuals associated to our company for employment with us, in support of your application to Citizen and Immigration Canada”.

141. Attached as Exhibit “YY” is copy of an Employment Contract between Mac’s and Edlyn Tesorero that was signed by Geoff Higuchi as a representative of Mac’s on April 2, 2013. As with the Arthur Cajes contract (see Exhibit “FF”), this contract does not provide transportation costs, as the employer was not required to provide transportation to foreign workers who were hired as supervisors.

142. Attached as Exhibit “ZZ” are copies of pages 2, 3, 8-13, 32 and 33 and two pages that are not numbered from Edlyn Tesorero’s Filipino passport issued June 17, 2011. Also included are what appear to be supplementary pages to Ms. Terorero’s passport also numbered 2-7 and 12-17.

143. Affixed to page 9 of Edlyn Tesorero’s passport is a visa issued by the Canadian government through the Abu Dhabi Embassy on September 10, 2013 allowing multiple entries to Canada as a “worker” until November 30, 2015. In the Affidavit of Edlyn Tesorero made July 13, 2016, Ms. Tesorero indicates that the Canadian Embassy returned her passport with the visa in it on or about October 9, 2013.

144. Attached as Exhibit “AAA” is a copy of Transaction Receipt for an October 15, 2013 transfer of \$5,500 CAD from Edlyn Tesorero to Trident. This payment was triggered when Ms. Tesorero received her passport with the visa in it from the Canadian Embassy.

145. Attached as Exhibit “BBB” is a copy of an Invoice from Trident for a payment by Edlyn Tesorero of \$5,453.53 toward her “IMMIGRATION SERVICE FEE”.

146. Stamps on pages 8 and 10 of Edlyn Tesorero’s passport indicate she departed the United Arab Emirates on December 1, 2013 and arrived in Canada the same day.

147. Attached as Exhibit “CCC” is a copy of Edlyn Tesorero’s Work Permit which indicates it was signed December 1, 2013 and provides that Ms. Tesorero is not

authorized to work at any occupation or for any employer other than as indicated. The indicated employer is Mac's, the indicated occupation is Food Service Supervisor, and the indicated location is Calgary.

148. Attached as Exhibit "DDD" is a copy of a print-out of an online "SIN Confirmation" for Edlyn Tesorero from Service Canada printed May 7, 2013. OCCS assisted Ms. Tesorero in obtaining her SIN number.

149. Attached as Exhibit "EEE" are copies of documents relating to Edlyn Tesorero's travel from Vancouver to Calgary by bus on December 10, 2013.

CLASS DEFINITION

150. Paragraphs 1 and 161 of the Notice of Civil Claim state that this action is brought on behalf of a class of persons "who, on or after December 11, 2009, made payments to Overseas Immigration Services Inc., Overseas [Career and] Consulting Services Ltd, and/or Trident Immigration Services Ltd. for the purposes of securing employment in Canada, and who were thereafter provided with employment contracts to work at Mac's Convenience Stores in British Columbia, Alberta, the Northwest Territories and Saskatchewan under Canada's Temporary Worker Program".

151. There are a number of problems with this definition, and different groups of people that may fall within that definition:

152. First, the definition implies that payments were made to Overseas "for the purposes of securing employment in Canada". Overseas' position is that it only charged for immigration services, and not "for the purposes of securing employment in Canada". As such, the definition embeds an assumption about the merits of the lawsuit that will be contested.

153. Second, the definition includes people who would have had the following different experiences with Mac's or a Mac's Dealer:

- (a) persons who received the employment expected and completed the term of employment as provided in the contract with Mac's or a Mac's Dealer;
- (b) persons who received the basic employment expected, but allege that particular aspects of the employment contract were not satisfied (and whose complaints about the employment contracts may vary);
- (c) persons who came and voluntarily agreed to modified employment with Mac's or a Mac's Dealer, either in terms of location, hours, or other aspects;
- (d) persons who came and commenced employment with Mac's or a Mac's Dealer but whose contracts were properly terminated by Mac's or the Mac's Dealer for any reason;
- (e) persons who came and commenced employment with Mac's or a Mac's Dealer but whose contracts were terminated by the person for any reason, including finding other, better employment, or to return to their home country;
- (f) persons who were provided with employment contracts by Mac's or a Mac's Dealer and commenced the visa process, but did not complete it because they decided against doing so, or were not qualified;
- (g) persons who were provided with employment contracts by Mac's or a Mac's Dealer and completed the visa process, but then did not come to Canada because the job they were supposed to take was no longer available;
- (h) persons who were provided with Mac's employment contracts by Mac's or a Mac's Dealer, completed the visa process and came to Canada, but ended up working for another employer under the TFWP.

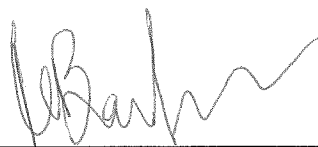
FIDUCIARY DUTY

154. The Defendants never expressly assumed a fiduciary duty to act exclusively in the best interest of proposed class members as a group. As such, I assume that the Plaintiffs intend to establish the existence of such a duty through implication from the individual circumstances or evidence from each individual class member.

AFFIRMED at Surrey, British Columbia
on October 11, 2016.



A Commissioner for taking Affidavits for
British Columbia



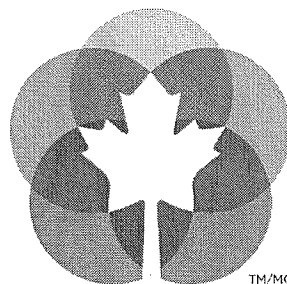
Kuldeep Bansal

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CODE OF PROFESSIONAL ETHICS

This is Exhibit " A " referred to in
affidavit # 1 of Ruldeep Bansal
affirmed sworn (or affirmed) before me
on Oct. 11 2016
[Signature]

A Commissioner for taking Affidavits
within British Columbia



icccrc
IMMIGRATION CONSULTANTS OF
CANADA REGULATORY COUNCIL
crcic
CONSEIL DE RÉGLEMENTATION DES
CONSULTANTS EN IMMIGRATION DU CANADA

Version: 2016-001

Last Modified: March 11, 2016

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ARTICLE 1. INTENTION OF CODE**1.1 Purpose**

- 1.1.1 This Code sets standards of conduct for Members, the fair and efficient enforcement of which should protect the public from unethical or incompetent practice by Members.

1.2 Discipline for Non-compliance

- 1.2.1 This Code is binding on all Members. Members who fail to comply with this Code will be subject to disciplinary proceedings.

ARTICLE 2. INTERPRETATION**2.1 Interpretation Consistent with Bylaws and Regulations**

- 2.1.1 The interpretation of this Code shall be consistent with the ICCRC's Bylaws and Regulations in force at the time of the conduct complained of, unless the context otherwise requires.

2.2 Defined Terms

In this Code:

- 2.2.1 Terms used in this Code have the same meaning as the same terms used in the ICCRC Bylaws and Regulations unless defined differently.

- 2.2.2 "Bylaws" mean the bylaws of ICCRC.

- 2.2.3 "Conduct Unbecoming a Member" means conduct

(A) in the Member's professional capacity that is

- (i) not specifically prohibited in this Code;
- (ii) substantially similar to conduct that is specifically prohibited in this Code, or;
- (iii) taking advantage of a person's vulnerability due to age, inexperience, lack of education or ill health to the detriment of that person, with or without any benefit to the Member.

(B) in the Member's personal capacity that is relevant to the Member's professional capacity, including:

- (i) dishonesty, breach of trust or fraud, even in the absence of any criminal or civil proceeding;
- (ii) committing a criminal act or other statutory offence, whether or not convicted of it, that demonstrates the Member's lack of trustworthiness or mental or emotional stability.

- 2.2.4 "Designated Legal Regulatory Body" means a law society of a province or territory or the Chambre des notaires du Québec.

- 2.2.5 “IRB” means the Immigration and Refugee Board and any of its staff, branches or divisions.
- 2.2.6 “Member Under Suspension” means a Member of ICCRC whose license to practice has been suspended, but not revoked.
- 2.2.7 “Officer” means any person or class of person designated as Officers by the Minister to carry out any purpose or any provision of the IRPA or the Citizenship Act.
- 2.2.8 “Practice” means professional work undertaken by a Member in connection with any application or proceeding, or potential application or proceeding, under the IRPA or the Citizenship Act.
- 2.2.9 “Professional Misconduct” means conduct in the Member’s practice that is inconsistent with this Code, including:
- (i) breaching or attempting to breach any requirement of the IRPA or the Citizenship Act;
 - (ii) recklessly or wilfully attempting to mislead any employee or agent of ICCRC investigating a complaint against the Member or any other person, or knowingly withholding any relevant information or document in such an investigation;
 - (iii) knowingly assisting or inducing an Employee or Agent of a Member to engage in conduct prohibited by clause 2.2.9 (i) or (ii);
 - (iv) misappropriating or otherwise dealing dishonestly with money or property in connection with a Member’s practice;
 - (v) offering, promising, stating or implying that the Member will influence any government agency or official to make a positive decision in any immigration matter;
 - (vi) offering, promising, stating or implying that using or continuing to use the services of the Member will result in a favourable exercise of discretion by IRCC;
 - (vii) clauses 2.2.9 (vi) and (vii) do not prevent a Member from promoting or advertising an ability to advocate on behalf of his or her client, to try to influence a positive decision or exercise of discretion;
 - (viii) engaging in any non-educational, remunerative activity in furtherance of the Member’s practice while having the status of Member Under Suspension. For greater certainty, the Member may take professional development courses during the suspension period.

ARTICLE 3. DUTY OF GOOD FAITH

3.1 Duty of Good Faith

- 3.1.1 Every Member shall discharge, in good faith, all responsibilities to Clients, government agencies, the IRB, colleagues, and any others affected in the course of the Member’s practice.

ARTICLE 4. DUTY TO THE ICCRC AND ITS MEMBERS**4.1 Reporting Breaches of the Code**

- 4.1.1 Subject to the duty of Client confidentiality, a Member shall promptly report to the ICCRC any conduct by any Member or Agent that is inconsistent with this Code. Wherever possible, the Member shall first request an explanation from this person to assist in determining whether there is any obligation to report the conduct.

4.2 Prohibition Against False or Misleading Public Statements

- 4.2.1 A Member shall not make a public statement about another RCIC in his/her capacity as a Member, about the ICCRC itself, or about any employee or other person retained by the ICCRC, that is false or misleading in the general impression it gives. If the Member makes such a public statement and attempts to conceal the Member's identity that increases the seriousness of the offence.

4.3 Duty of Civility

- 4.3.1 A Member shall be courteous and civil in all professional dealings with the courts, the IRB, government Officers or officials, clients, Members, Agents and the ICCRC itself.

ARTICLE 5. DUTY OF COMPETENCE**5.1 Duty of Continuing Competence**

- 5.1.1 A Member shall at all times continue to be competent to perform any services the Member undertakes for a Client in the Member's practice, and shall not undertake any task or service that the Member is not fully competent by knowledge and experience to handle. A Member shall perform all services on behalf a Client competently.

5.2 Nature of Competence

- 5.2.1 To be competent includes:
- (i) understanding, and being able to interpret and apply, the statutes, regulations, relevant judicial decisions and interpretations of the federal and provincial laws, policies and administrative practices applicable at the time to the matter undertaken on behalf of a Client;
 - (ii) to present oral and written arguments on behalf of the client; and
 - (iii) to be familiar with the regulatory requirements of the ICCRC.

5.3 Obligation if Not Competent

- 5.3.1 A Member who lacks the knowledge and experience to complete a task or service in compliance with Articles 5.1 and 5.2 shall either decline to act or obtain the Client's consent to retain, consult or work with another person who is competent and licensed to perform that task or service.

ARTICLE 6. QUALITY OF SERVICE**6.1 Maintenance of Quality Service**

6.1.1 A Member must, at all times, use best efforts to:

- (i) meet all applicable deadlines;
- (ii) conduct Client affairs in an efficient, cost-effective manner;
- (iii) communicate with the Client at all necessary stages of a matter in a timely and effective way;
- (iv) engage an interpreter or other help when necessary for competent service; and
- (v) pursue the appropriate professional development training to maintain and enhance knowledge and skills.

6.2 Delivery of Client Documents

6.2.1 If a Member needs to deliver Client documents to IRCC or any other government or government agent, the Member shall make best efforts to ensure that:

- (i) the documents to be delivered are completed properly and signed, if required;
- (ii) the package of documents is complete; and
- (iii) the documents are delivered to the right addressee, in the right place, and before any applicable deadline.

6.3 Responsibility for Agents and Staff

6.3.1 A Member is responsible for the acts or omissions of the Member's Agents and Employees carried out in the course of their duties, and shall ensure that all Agents and Employees conduct themselves in accordance with this Code and all relevant Regulations of the ICCRC.

ARTICLE 7. ADVISING CLIENTS**7.1 Honesty and Candour Required**

7.1.1 A Member must be honest and candid when advising Clients.

7.2 Response to Illegality

7.2.1 When a Member is employed or retained and asked to do anything the Member knows or ought to know is dishonest, fraudulent or otherwise illegal, the Member shall:

- (i) advise the person from whom the Member takes instructions that the proposed conduct would be dishonest, fraudulent or illegal, and should be stopped; and
- (ii) if, despite the advice, the person still intends to pursue the proposed course of conduct, withdraw from acting in the matter, in accordance with Article 11.

ARTICLE 8. DUTY TO MAINTAIN CONFIDENTIALITY**8.1 Maintenance of Confidentiality**

8.1.1 A Member shall hold in strict confidence, at all times, all information concerning the personal and business affairs of a Client, and shall not disclose such information unless:

(A) the disclosure is:

- (i) expressly or impliedly authorized by the Client;
- (ii) required by a Canadian court; or
- (iii) required by a statute or regulation of Canada; or

(B) the Member has a bona fide belief that the disclosure is required by a provincial law.

8.2 Confidentiality Survives Retainer

8.2.1 A Member shall preserve the confidentiality of the Client's information indefinitely, even after the Member has finished acting for the Client.

8.3 Protection of Confidential Information

8.3.1 A Member shall take all reasonable steps to ensure the privacy and safekeeping of a Client's confidential information. The Member shall keep the Client's papers and other property out of sight, as well as out of reach, of those not entitled to see them.

8.4 Disclosure Prohibited

8.4.1 A Member shall not disclose the fact of having been consulted or retained by a person unless the nature of the matter requires such disclosure or is authorized by the Client.

8.5 Exception for Defence of Allegations

8.5.1 The Member may disclose confidential information, to the extent necessary, to defend allegations made against a Member in a court or administrative tribunal (including any disciplinary proceeding of the ICCRC), if it is alleged that the Member or the Member's Agents or Employees have:

- (i) committed an offence involving a Client's affairs;
- (ii) incurred civil liability in a matter involving a Client's affairs; or
- (iii) engaged in conduct that is contrary to the Code.

8.6 Exception for Collections

8.6.1 A Member may disclose confidential information in a court of law to establish or collect professional fees or disbursements.

ARTICLE 9. CONFLICTS OF INTEREST**9.1 Prohibition Where Conflict**

- 9.1.1 A Member shall not advise or represent parties with potentially or actually conflicting interests in an immigration matter unless, after adequate disclosure to each party, all parties consent in writing.

ARTICLE 10. THE MEMBER AS ADVOCATE**10.1 Advocacy Duties**

- 10.1.1 When acting as the Client's advocate before government officials or the IRB, the Member should present the Client's case firmly and persuasively and within the limits of the law, while treating the IRB members, the Minister, Officers and other parties with courtesy and respect.

ARTICLE 11. WITHDRAWAL FROM REPRESENTATION**11.1 When Withdrawal Required**

- 11.1.1 A Member shall withdraw as the Client's representative, if:
- (i) discharged by the Client;
 - (ii) instructed by the Client to do something illegal or in contravention of this Code;
 - (iii) the Member's continued involvement will place the Member in a conflict of interest;
 - or
 - (iv) the Member is not competent to handle the matter.

11.2 When Withdrawal Optional

- 11.2.1 A Member may, but is not required to, withdraw as the Client's representative if there has been a serious loss of confidence between the Member and Client, including if:
- (i) the Client has deceived the Member;
 - (ii) the Client has failed to give adequate instructions to the Member; or
 - (iii) the Client has failed to accept and act upon the Member's advice on a significant point.

11.3 Withdrawal on Other Basis

- 11.3.1 In situations not covered by Articles 11.1 and 11.2, a Member may withdraw as the Client's representative only if the withdrawal:
- (i) will not prejudice the Client's interests; and
 - (ii) is not done for an improper purpose.

11.4 Withdrawal on Failure to Pay

11.4.1 Where, after reasonable notice, the Client fails to pay the Member's fees or disbursements as agreed, a Member may withdraw as the Client's representative unless serious prejudice to the Client would result.

11.5 Member Action Required on Withdrawal

11.5.1 Upon discharge or withdrawal, a Member shall:

- (i) deliver to the Client all documents, files and property that belong to the Client;
- (ii) give the Client all the information that may be required in connection with the matter;
- (iii) account for all funds of the Client held or previously dealt with, and refund any funds not earned during the retainer;
- (iv) promptly render an account for any outstanding fees and disbursements;
- (v) co-operate with the successor so as to minimize expense and avoid prejudice to the Client; and
- (vi) make best efforts to notify in writing, within 10 days, any government agency where the Member's name appears as representative for the Client.

ARTICLE 12. ADVERTISING AND PROMOTION OF SERVICES

12.1 Mandatory Identification

12.1.1 In any advertising or other promotion on behalf of a Member, or of a Firm in which a Member has any interest, the Member shall ensure that the Member's name as registered with ICCRC is prominently displayed at or near the beginning of the advertising or promotion. This mandatory identification applies regardless of whether the medium used is print, radio, television or the internet, and for greater certainty, includes business cards, web sites and social media.

12.2 Endorsements and Testimonials

12.2.1 A Member may use endorsements and testimonials in the Member's advertising and promotion provided that any such endorsement or testimonial:

- (i) has actually been given by a Client or former Client;
- (ii) is true and accurate; and
- (iii) has been reviewed and approved in writing for public use by the Client or former Client.

12.3 Use of the ICCRC's Designation and Logo

12.3.1 A Member shall use the ICCRC's designation and the ICCRC's logo only as may be permitted by an ICCRC policy or Regulation, and only in compliance with Clause 12.1.

ARTICLE 13. ERRORS AND OMISSIONS**13.1 Errors and Omissions Insurance Required**

13.1.1 Every Member shall maintain errors and omissions insurance of no less than the minimum amount required by the ICCRC from time to time.

13.2 Required Action upon Discovery of Something that May be Damaging to a Client

13.2.1 If a Member discovers that he or she has done something, or failed to do something, that is or may be damaging to a Client and that cannot be corrected readily, the Member shall:

- (i) promptly and fully inform the Client of what was done or not done, without admitting or characterizing this as an error or omission;
- (ii) promptly recommend that the Client obtain a lawyer's advice concerning any rights the Client may have arising from the Member's action or inaction;
- (iii) promptly and fully inform his or her errors and omissions insurance provider;
- (iv) promptly and fully inform the ICCRC that the errors and omissions insurance provider has been informed; and
- (v) decide, in accordance with Article 11, whether the Member should continue to represent for the Client.

ARTICLE 14. RESPONSIBILITY TO ICCRC AND OTHERS**14.1 Maintenance of Contact Information**

14.1.1 A Member shall immediately notify the ICCRC and Clients of any changes in contact information, including business address, telephone, fax (if available) and email address.

14.2 Obligation to Respond to the ICCRC

14.2.1 A Member shall reply promptly to any communication from the ICCRC.

14.3 Restriction on Communicating with Complainant

14.3.1 A Member shall not communicate directly or indirectly with a person who has made a complaint to the ICCRC about that Member, or with the superior of such a person, without the prior written consent of the ICCRC, and then only in compliance with the terms of such consent.

ARTICLE 15. ADDITIONAL RESPONSIBILITY OF MEMBERS PRACTISING IN THE PROVINCE OF QUÉBEC**15.1 Dealings with the Government of Québec**

15.1.1 A Member practicing in the Province of Québec having any dealings with the Government of Québec on immigration-related matters shall adhere to *An Act Respecting Immigration to Québec*, including French language requirements and knowledge of relevant Québec laws.

15.2 Non-Adherence to An Act Respecting Immigration to Québec

- 15.2.1 A Member practicing in the Province of Québec who does not adhere to the *Act Respecting Immigration to Québec* shall, in any federal proceeding where a Québec immigration matter arises, direct Clients to seek advice and/or representation about Québec legislation and programs from another Member or member of a Designated Legal Regulatory Body, who meets the requirements of the Québec immigration legislation.

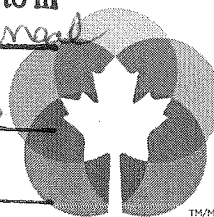
15.3 Violation of Québec Immigration Laws

- 15.3.1 A Member who commits any violation of the Québec immigration laws shall be deemed to have engaged in Professional Misconduct.

COMPLAINT AGAINST AN RCIC This is Exhibit "B" referred to in affidavit # 7 of Kuldeep Bannal sworn (or affirmed) before me on Oct. 11 2016

affirmed by

sworn (or affirmed) before me on Oct. 11 2016



14
icrcrc
IMMIGRATION CONSULTANTS OF
CANADA REGULATORY COUNCIL
CRCIC
CONSEIL DE RÉGLEMENTATION DES
CONSULTANTS EN IMMIGRATION DU CANADA

Version: 2015-001
Last Modified: April 20, 2015

A Commissioner for taking Affidavits
within British Columbia

Federal law requires that immigration consultants, in Canada or abroad, who provide Canadian immigration services for a fee, must be registered with the ICCRC and accredited as Regulated Canadian Immigration Consultants (RCICs). Further to the designation given by the federal government, the Immigration Consultants of Canada Regulatory Council (ICCRC) has the authority to regulate and discipline immigration consultants who are authorized to practice.

Unauthorized providers of immigration services are not regulated and cannot be disciplined by the Council. In these cases, ICCRC will investigate the situation and, where necessary, pass the information along to the Royal Canadian Mounted Police (RCMP), Canada Border Services Agency (CBSA), a provincial or territorial Law Society or any other Authority.

Confidentiality of your complaint	<p>Your communications with ICCRC will remain confidential until a formal complaint is lodged, at which point the parties involved, including the member named in the complaint, will be notified.</p> <p>Consumers without immigration status in Canada can be assured that ICCRC will take all appropriate measures to protect their personal information.</p>
What the Council needs from you	<ul style="list-style-type: none"> ✓ Fully Complete and <u>sign</u> the Complaint Form ✓ Attach a copy of any documents that relate to the complaint ✓ Send completed Complaint Form with copies of relevant documents by: <ul style="list-style-type: none"> - mail : ICCRC/CRCIC 5500 North Service Road, Suite 1002 Burlington, ON L7L 6W6 - email: cd-pd@icrcrc-crcic.ca or - fax: 1-877-315-9868
What happens next	<p>We will promptly send you a letter advising you that we have received your complaint. Your complaint will be assigned a file number, which will be included in the letter. You should know that:</p> <ul style="list-style-type: none"> • Each complaint will be carefully reviewed and assessed. For information about our processes, please see the Complaints and Discipline Process on our website. • If we cannot help with a complaint, we will let you know. • We will keep you informed about the status of your complaint.

Section 1: Complainant's InformationPlease complete all applicable fields:I have read the **Complaints and Discipline Process Q&A** ☐

Title	Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Miss. <input type="checkbox"/> Ms. <input type="checkbox"/>
Legal First Name	
Middle Name(s)	
Legal Last Name	
Family Last Name (if different than above)	
Address HOME <input type="checkbox"/> WORK <input type="checkbox"/>	
City	
Province	
Country	
Telephone Number(s)	HOME () WORK () MOBILE ()
Email Address	
Preference For Response	MAIL: <input type="checkbox"/> EMAIL: <input type="checkbox"/>

Section 2: Information on the RCIC you are complaining about.Please complete all applicable fields

Title	Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Miss. <input type="checkbox"/> Ms. <input type="checkbox"/>
Legal First Name	
Middle Name(s)	
Legal Last Name	
Family Last Name (if different than above)	
Company	
Business Address	
City	
Province	
Country	
Telephone Number(s)	HOME () WORK () MOBILE ()
Email Address	
ICCRC Membership #	R

Section 3: Please answer all applicable questions to the best of your knowledge:

1. Did you hire this immigration consultant to represent you?

Yes ☐

No ☐

2. Does this immigration consultant still represent you?

Yes ☐

No ☐

4. When did you hire this immigration consultant?

(dd/mm/yyyy)

5. On what date did this immigration consultant stop representing you?

(dd/mm/yyyy)

6. Please tell us about your complaint in your own words. Attach additional pages if required.

7. Did you have a retainer agreement? *If yes, please provide a copy.*

Yes ☐

No ☐

8. Were you provided with any receipts? *If yes, please provide a copy.*

Yes ☐

No ☐

9. Were you provided with a statement of account? *If yes, please provide a copy.*

Yes ☐

No ☐

10. Have you filed a complaint with another agency (e.g. CBSA)?

Yes ☐

No ☐

11. If yes, please provide the name of the agency and attach details of the investigation:

12. Are you attaching any additional documents?

Yes ☐

No ☐

13. If yes, please list here. Do NOT send original documents.

14. What would you like to see happen as a result of your complaint?

Acknowledgement, Consent and Signature

I have read and I understand the following:

I understand that the Immigration Consultants of Canada Regulatory Council may share all or some of the information and documents that it receives from me and other parties with the immigration consultant complained about.

I understand that the Immigration Consultants of Canada Regulatory Council may not be able to process my complaint without supporting documents. I have attached copies of documents that relate to my complaint.

Signature**Date**

If ICCRC reviews your complaint and finds that the person(s) you are complaining about is not an ICCRC member; you hereby authorize ICCRC to forward your complaint information to the Royal Canadian Mounted Police (RCMP), Canada Border Services Agency (CBSA), a provincial or territorial Law Society or any other Authority on your behalf in order that your complaint can be better addressed.

Signature**Date**

LICENSED EMPLOYMENT AGENCIES
UPDATED SEPTEMBER 29TH, 2016

Operating Name	Employer Name	Street Address	City	Postal Code	Phone	Expiry Date
NANNIES-TO-GO	DUSTY MARTELL-BARBER	1103, 1552 ESQUIMALT	WEST VANCOUVER	V7V 3R9	(604) 363-3513	20170419
NASCO STAFFING SOLUTIONS	NASCO SERVICES INC.	4TH FLR-343 RAILWAY ST	VANCOUVER	V6A 1A4	(604) 683-2512	20170619
NIICA CAREER AND CONSULTANCY CORP.	NIICA CAREER AND CONSULTANCY CORP.	402 - 38142 CLEVELAND AVE., PO BOX 1441	SQUAMISH	V8B 0A9	(604) 484-5680	20170316
NOAISYS IMMIGRATION INC.	NOAISYS IMMIGRATION INC.	209-6950 NICHOLSON RD	DELTA	V4E 1Z7	(604) 591-3818	20170815
NOOKS & NANNIES	NOOKS AND NANNIES SERVICES INCORPORATED	PO BOX 21731 RPO LITTLE ITALY	VANCOUVER	V5L 5G3	(604) 566-9280	20170314
NORTH SHORE DENTAL TEMPS INC.	NORTH SHORE DENTAL TEMPS INC.	2111 MOODY AVE	NORTH VANCOUVER	V7L 4S5	(604) 990-8777	20170121
NURSE ON THE GO	DE ASSET MANAGEMENT LIMITED	210 - 128 HASTINGS ST W	VANCOUVER	V6B 1G8	(778) 223-3987	20161009
NURSERUS HOMIE CARE AGENCY	DWIGHT ANTHONY RICHARDS	6136 - 150B ST	SURREY	V3S 7W9	(604) 210-2084	20170130
OCCUCHECK	OCCUCHECK CLINIC INC.	300 - 1095 MCKENZIE AVE	VICTORIA	V8P 2L5	(250) 216-8206	20170124
ODGERS BERNDTSON	ODGERS BERNDTSON CANADA INC.	3150 - 200 BAY ST	TORONTO	M5J 2J3	(416) 366-1990	20161123
OKANAGAN STAFFING SERVICES INC.	OKANAGAN STAFFING SERVICES INC.	1476 ST. PAUL ST	KELOWNA	V1Y 2E6	(250) 717-0506	20170707
OLE CONSULTANTS	LIMING WEN AND CAN ZHANG	3035 5 AVE W	VANCOUVER	V6K 1T8	(778) 834-2369	20161117
ONE IMMIGRATION CONSULTING	OLGA PICALAU	709 - 938 HOWE ST	VANCOUVER	V6Z 1N9	(778) 865-6064	20170216
ONTARIO CAREGIVER RECRUIT AGENCY INC.	ONTARIO CAREGIVER RECRUIT AGENCY INC.	683 SPITFIRE ST	WOODSTOCK	N4T 0B1	(519) 578-5519	20170221
OPTIMUM NANNIES AND HOMECARE INC.	OPTIMUM NANNIES AND HOMECARE INC.	371 KINGS RD W	NORTH VANCOUVER	V7N 2M1	(604) 671-4965	20170915
OSBORNE SCOTT ASSOCIATES	SNOMOOSE HOLDINGS LTD.	705 MEREDITH RD	MILL BAY	V0R 2P3	(250) 999-4208	20161216
OVERSEAS CAREER AND CONSULTING SERVICES LTD.	OVERSEAS CAREER AND CONSULTING SERVICES LTD.	204, 12830 80 AVE	SURREY	V3W 3A8	(604) 572-7786	20170713
PACIFIC DENTAL TEMPS LTD.	PACIFIC DENTAL TEMPS LTD.	125 GLYNDE AVE N	BURNABY	V5B 1G8	(604) 568-3299	20171019
PACIFIC LIVE-IN/OUT CAREGIVERS	ROBIN ELIZABETH SMITH	210 FIRST ST, BOX 380	SOINTULA	V0N 3E0	(250) 616-2346	20170520
PAN-PACIFIC PERSONNEL INC.	PAN-PACIFIC PERSONNEL INC.	708, 1155 W PENDER ST	VANCOUVER	V6E 2P4	(604) 801-7407	20170624
PARAGON PERSONNEL LTD.	PARAGON PERSONNEL LTD.	1, 4529A HASTINGS ST	BURNABY	V5C 2K3	(604) 298-6633	20161231
PEACHLAND NANNY AGENCY	ESMELINDA NEPOMUCENO	137 - 4000 TRAILS PLACE	PEACHLAND	V0H 1X5	(250) 767-2291	20170204

This is Exhibit "C" referred to in affidavit # 1 of Kuldeep Banoal
affirmed 10/06/2016 sworn to before me



**BC Registry
Services**

Mailing Address:
PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3
www.corporateonline.gov.bc.ca

Location:
2nd Floor - 940 Blanshard Street
Victoria BC
1 877 526-1526

BC Company Summary

For OVERSEAS IMMIGRATION SERVICES INC.

Date and Time of Search: January 08, 2016 08:27 AM Pacific Time
Currency Date: November 10, 2015

ACTIVE

Incorporation Number: BC0974247
Name of Company: OVERSEAS IMMIGRATION SERVICES INC.
Recognition Date and Time: Incorporated on July 02, 2013 12:05 PM Pacific Time **In Liquidation:** No
Last Annual Report Filed: July 02, 2015 **Receiver:** No

REGISTERED OFFICE INFORMATION

Mailing Address:
7269 - 131A STREET
SURREY BC V3W 4K1
CANADA

Delivery Address:
7269 - 131A STREET
SURREY BC V3W 4K1
CANADA

RECORDS OFFICE INFORMATION

Mailing Address:
7269 - 131A STREET
SURREY BC V3W 4K1
CANADA

Delivery Address:
7269 - 131A STREET
SURREY BC V3W 4K1
CANADA

DIRECTOR INFORMATION

Last Name, First Name, Middle Name:
Bansal, Kuldeep Kumar

Mailing Address:
7269 - 131A STREET
SURREY BC V3W 4K1
CANADA

Delivery Address:
7269 - 131A STREET
SURREY BC V3W 4K1
CANADA

OFFICER INFORMATION AS AT July 02, 2015

This is Exhibit " D " referred to in
affidavit # 1 of Kuldeep Bansal
sworn (or affirmed) before me
on Oct. 11 20 16

A Commissioner for taking Affidavits
within British Columbia

Last Name, First Name, Middle Name:

Bansal, Kuldeep Kumar

Office(s) Held: (CEO, President)**Mailing Address:**203 12830 80TH AVENUE
SURREY BC V3W 3A8
CANADA**Delivery Address:**203 12830 80TH AVENUE
SURREY BC V3W 3A8
CANADA

This is Exhibit " E " referred to in
affidavit # 1 of Kuldeep Banaral
affirmed sworn (or affirmed) before me
on Oct. 11 2016

EMPLOYMENT CONTRACT

The Employer: Mac's Convenience Store Inc.
Business Name (if a Business, provide key business
contact under last name/first name):

A Commissioner for taking Affidavits
within British Columbia

Geoff Higuchi
Last Name : Higuchi
First Name: Geoff
Address: 1013-7445 132 St Surrey, BC, V3W 1J8
Phone Number: (604) 590-5352
Fax Number: (604) 590-3569
Email Address: geoff.higuchi@macs.ca

The Employee: Prakash Basyal
Last Name: Basyal
First Name: Prakash
Home Address: Dubai, UAE
Phone Number: +971554388435
Fax Number: _____
Email Address: basyal_p@yahoo.com

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): see attached.

Work Schedule

4. The EMPLOYEE shall work 37.5 hours per week. He/she shall be paid overtime for any hours of work exceeding 44 hours per week. His/her workday shall begin at _____ and end at _____, or, if the schedule varies by day, specify: shifts vary 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 2 day(s) off per week, on days off vary.

Job Description - Cashier

- Greet customers
- Operate cash register
- Scan items
- Process money, cheques, credit/debit card payments
- Tabulate total payment for goods or services required
- Wrap or place merchandise in bags
- Receive payment for goods and services
- Calculate daily/shift payments received and reconcile with total sales
- Stock shelves and clean counter area

7. The EMPLOYEE shall be entitled to 4.00% 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 \$ 11.40 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. UAE to Edmonton, AB to Home Country (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

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 Jan 28, 2013

and at: UAE

The Employee Prakash Basyal

Date _____

27

This is Exhibit " F " referred to in
affidavit # 1 of Kuldip Bansal
affirmed sworn (or affirmed) before me
on Oct. 11 2016
[Signature]

EMPLOYMENT CONTRACT

The Employer: Mac's Convenience Store o/a Subway
Business Name (if a Business, provide key business
contact under last name/first name):

A Commissioner for taking Affidavits
within British Columbia

Geoff Higuchi
Last Name : Higuchi
First Name: Geoff
Address: #1013 - 7445 132nd Street, Surrey, BC V3W 1J8
Phone Number: 604-219-4710 OR 604-590-5352
Fax Number: 604-590-3569
Email Address: geoff.higuchi@macs.ca

The Employee: Arthur Gortifacion Cajés
Last Name: Cajés
First Name: Arthur Gortifacion
Home Address: Abu Dhabi UAE
Phone Number: 971 56 196 0538 OR 971 50 706 8034
Fax Number: _____
Email Address: cajes_agc@yahoo.com

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 attached.

Work Schedule

4. The EMPLOYEE shall work 37.5 hours per week. He/she shall be paid overtime for any hours of work exceeding 44 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 2 day(s) off per week, on
days off vary.

Job Description – Food Service Supervisor

- Supervise, co-ordinate and schedule the activities of staff who prepare, portion and serve food
- Estimate and order ingredients and supplies required for meal preparation
- Establish methods to meet work schedules
- Maintain records of stock, repairs, sales and wastage
- Train staff in job duties, and sanitation and safety procedures
- Ensure that food and service meet quality control standards
- May participate in the selection of food service staff and assist in the development of policies, procedures and budgets
- May determine related food and labour costs.

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 \$ 13.00 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. N/A (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 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 2013-04-02

and at: Abu Dhabi UAE

The Employee Arthur Gortifacion Cajés

Date _____

This is Exhibit " G " referred to in
affidavit # 1 of Kuldip Bamra
affirmed sworn (or affirmed) before me
on Oct. 11 2016

EMPLOYMENT CONTRACT

The Employer: Mac's Convenience Store Inc.
Business Name (if a Business, provide key business
contact under last name/first name):
Geoff Higuchi

A Commissioner for taking Affidavits
within British Columbia

Last Name : Higuchi
First Name: Geoff
Address: #1013 - 7445 132nd Street, Surrey, BC V3W 1J8
Phone Number: 604-590-5352
Fax Number: 604-590-3569
Email Address: geoff.higuchi@macs.ca

The Employee: Bishnu Bahadur Khadka
Last Name: Khadka
First Name: Bishnu Bahadur
Home Address: Dubai UAE
Phone Number: 971556679162
Fax Number: _____
Email Address: bishnukhadka851@yahoo.com

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): See attached job description.

Work Schedule

4. The EMPLOYEE shall work 37.5 hours per week. He/she shall be paid overtime for any hours of work exceeding 44 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 2 day(s) off per week, on
days off vary.

Job Description - Cashier

- Greet customers
- Operate cash register
- Scan items
- Process money, cheques, credit/debit card payments
- Tabulate total payment for goods or services required
- Wrap or place merchandise in bags
- Receive payment for goods and services
- Calculate daily/shift payments received and reconcile with total sales
- Stock shelves and clean counter area

7. The EMPLOYEE shall be entitled to 04% 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 \$11.40 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. UAE to Calgary AB to Home Country (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 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 2012-12-07

and at: UAE

The Employee Bishnu Bahadur Khadka

Date 2012-12-07

This is Exhibit " H " referred to in
affidavit # 1 of Kuldeep Bernal
affirmed sworn (or affirmed) before me
on Oct - 11 2016

A Commissioner for taking Affidavits
within British Columbia

EMPLOYMENT CONTRACT

The Employer: Mac's Convenience Store o/a Subway
Business Name (if a Business, provide key business
contact under last name/first name):

Geoff Higuchi

Last Name : Higuchi

First Name: Geoff

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

Phone Number: 604-219-4710 OR 604-590-5352

Fax Number: 604-590-3569

Email Address: geoff.higuchi@macs.ca

The Employee: Edlyn Pama Tesorero

Last Name: Tesorero

First Name: Edlyn Pama

Home Address: Dubai UAE

Phone Number: 971 50 976 7822

Fax Number: _____

Email Address: denyl0728@gmail.com

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 attached

Work Schedule

4. The EMPLOYEE shall work 37.5 hours per week. He/she shall be paid overtime for any hours of work exceeding 44 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 2 day(s) off per week, on
days off vary

Job Description – Food Service Supervisor

- Supervise, co-ordinate and schedule the activities of staff who prepare, portion and serve food
- Estimate and order ingredients and supplies required for meal preparation
- Establish methods to meet work schedules
- Maintain records of stock, repairs, sales and wastage
- Train staff in job duties, and sanitation and safety procedures
- Ensure that food and service meet quality control standards
- May participate in the selection of food service staff and assist in the development of policies, procedures and budgets
- May determine related food and labour costs.

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 \$ 13.00 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. N/A (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 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 2013-04-02

and at: Dubai UAE

The Employee Edlyn Pama Tesorero

Date _____

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

RETAINER AGREEMENT

RCIC Membership Number: R407527

Telephone Number: []

DATED:

1. Contact Information

Between Client(s)/Designate

[]

AND

Regulated Canadian Immigration Consultant (RCIC)

Kuldeep Kumar Bansal
Overseas Career & Consulting Services Ltd.
#204 - 12830 80th Avenue
Surrey, BC V3W 3A8
(604) 572-7786
kuldeep@overseasimmigration.com

This is Exhibit " I " referred to in
affidavit # 1 of Kuldeep Bansal
affirmed by me sworn (or affirmed) before me
on Oct. 11 2016

[Signature]
A Commissioner for taking Affidavits
within British Columbia

2. RCIC Responsibilities and Commitment

The Client(s) [] asked the RCIC, and the RCIC has agreed, to act for the Client(s) in the matter of filing application for a []. In consideration of the fees paid and the matter stated above, the RCIC agrees to do the following:

- Inform the client of which documents are required for filing the [work permit application]
- Assist the client with the preparation of their application and submission to Citizenship and Immigration serving the clients country of citizenship, permanent residence or habitual residence.
- Provide the client with on-going consultation throughout the [work permit application] through email, telephone or in person.

3. Client(s) Responsibilities and Commitment

The Client(s) must provide, upon request from the RCIC:

- All necessary documentation
- All documentation in English or French, or with an English or French translation

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

The member's obligations under the Retainer Agreement are null and void if the Client(s) knowingly provide(s) any inaccurate, misleading or false material information. The client's financial obligations remain.

Billing method

The details of this billing method are as follows:

4. Payment Terms and Conditions

Professional Fees:	[]
Other [e.g., disbursements, courier fees, etc.]:	Included if in relation to Immigration.
Applicable Taxes	[]
Government Fees:	Not Included
Total Cost:	[]

5. Payment Schedule

Deposit:	CAD \$[] (Paid at the time of signing contract)
Balance:	CAD \$[] (\$[] Paid at the time of receipt of documentation and \$[] balance due upon receipt of final document).
Special arrangements mutually agreed upon by the Client(s) and RCIC (e.g., payment by post-dated cheques, different currency, etc.): None	

6. Refund Policy

The Client(s) acknowledge that the granting of the work permit and the time required for processing this application is at the sole discretion of the government and not the RCIC.

If, however, the application is denied because of an error or omission on the part of the RCIC or professional staff, the RCIC will refund all professional fees collected. The Client(s) agree that the fees paid are for services indicated above and are **not** for Job Placement, and any refund is strictly limited to the amount of fees paid.

There is no refund:

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- If the client withdraw the file before submission or before the decision is made on the file;
- If the client abandons the case;
- If the client does not want to proceed further due to his or her own reasons.

In reasonable circumstances the client will be refunded the amount after the calculation of time spent on file and other services provided. There is no term after the services are completed which says full refund.

7. Dispute Resolution

Please be advised that Kuldeep Kumar Bansal is a member in good standing of the Immigration Consultants of Canada Regulatory Council (ICCRC), and as such, is bound by its By-laws, Code of Professional Ethics, and associated Regulations.

In the event of a dispute, the Client(s) and RCIC are to make every effort to resolve the matter between the two parties. In the event a resolution cannot be reached, the Client(s) are to present the complaint in writing to the RCIC and allow the RCIC 30 days to respond to the Client(s). In the event the dispute is still unresolved, the Client(s) may follow the complaint and discipline procedure outlined by ICCRC on their website: <http://www.iccrc-crcic.ca/public/complaintsDiscipline.cfm> **NOTE: All complaint forms must be signed.**

ICCRC Contact Information:

Immigration Consultants of Canada Regulatory Council (ICCRC)
5500 North Service Rd., Suite 1002
Burlington, ON, L7L 6W6
Toll free: 1-877-836-7543

8. Confidentiality

All information and documentation reviewed by the RCIC, required by the courts and all other governing bodies, and used for the preparation of the application will not be divulged to any third party, other than agents and employees, without prior consent, except as demanded by law. *The RCIC, and all agents and employees of the RCIC, are also bound by the confidentiality requirements of Article 8.1 and 8.5 of the Code of Professional Ethics.*

The Client(s) **agrees to the use of electronic communication and storage of confidential information.** The RCIC will use his/her best efforts to maintain a high degree of security for electronic communication and information storage.

9. Force Majeure

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The RCIC's failure to perform any term of this Retainer Agreement, as a result of conditions beyond his/her control such as, but not limited to, governmental restrictions or subsequent legislation, war, strikes, or acts of God, shall not be deemed a breach of this Agreement.

10. Change Policy

The Client(s) acknowledge that if the RCIC is asked to act on the Client(s) behalf on matters other than those outlined above in this Agreement, or because of a material change in the Client(s) circumstances, or because of material facts not disclosed at the outset of the application, or because of a change in government legislation regarding the processing of divorce certificate applications, the Agreement can be modified accordingly upon mutual agreement.

11. Other

12.1 In the event Citizenship and Immigration Canada should contact the Client(s) directly, the Client(s) are instructed to notify the RCIC immediately.

12.2 The Client(s) are to immediately advise the RCIC of any change in the marital, family, or civil status or change of physical address or contact information for any person included in the application.

12.3 The Client(s) understand(s) that they must be accurate and honest in the information they provide(s) and that any inaccuracies may void this Agreement, or seriously affect the outcome of the application or the retention of any status they may obtain.

12.4 In the event of a joint retainer agreement, pursuant to Article 13 of the Code of Professional Ethics, the Client(s) understand that no information received in connection with the matter from one Client can be treated as confidential so far as any of the other Clients are concerned (Article 13.1.1) and that if a conflict develops that cannot be resolved, the RCIC cannot continue to act for both or all of the Clients and may have to withdraw completely (Article 13.1.2).

12. Termination

13.1 This Agreement is considered terminated upon completion of tasks identified under section 2 of this agreement.

13.2 This Agreement is considered terminated if material changes occur to the Client(s) application or eligibility, which make it impossible to proceed with services detailed in section 2 of this Agreement.

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13.3 This Agreement may be terminated, upon writing, by the Client(s), at which time any outstanding fees or disbursements will be refunded by the RCIC to the Client(s)/any outstanding fees or disbursements will be remitted by the Client(s) to the RCIC.

13.4 Pursuant to Article 14 of the Code of Professional Ethics, this Agreement may be terminated, upon writing, by the RCIC, provided withdrawal does not cause prejudice to the Client(s).

13.5 This Agreement is subject to the laws in effect in the Province/Territory of British Columbia, Canada.

13. Validation

The Client(s) acknowledge that they have read this Agreement, understand it, have obtained such independent legal advice as they deem appropriate, have sought translation and agree to be bound by its terms.

Client Signature

RCIC Signature
Kuldeep Kumar Bansal
(ICCRC#R407527)

Date (day/month/year)

Date (day/month/year)

***** Documents Required *****

ID Proof – Passport Copy

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A union which represents Canadian immigration officers stationed at embassies and consulates around the world has come to a pay deal with the Canadian government after four months of industrial action.

It has announced that overseas visa staff will now work to clear a backlog of visa applications as quickly as possible.

Latest news

- 23 April 2015 Canadian Immigration's new Express Entry system a slow starter
- 09 January 2015 Express Entry visa system launches in Canada
- 10 December 2014 Canadian Express Entry vs. Temporary Foreign Worker program
- 25 November 2014 Canadian Immigration laws to re-unite families

The Professional Association of Foreign Service Officers (PAFSO) began a series of one-day strikes in June 2013 which has continued ever since.

The actions took place at Canadian visa centres around the world particularly in China, India, the Philippines and Mexico.

The union complained that immigration staff at consulates and embassies were paid less than comparable staff in Canada.

Industrial action lasted from June until September

The Canadian government said that overseas staff were paid allowances and received perks that made up for their lower base pay rate and refused to accede to PAFSO's demands. The industrial action continued into September.

Canadian universities expressed concerns that overseas students would miss the beginning of the academic year in early September and organisers of the Montreal

This is Exhibit " 5 " referred to in
affidavit # 1 of Kuldeep Baner
affirmed sworn (or affirmed) before me
on Oct. 11 2016

A Commissioner for taking Affidavits
within British Columbia

Immigration live support
is offline

and Vancouver film festivals warned that international talent might not be able to attend.

CIC advised people to apply online

The Canadian immigration department, Citizenship and Immigration Canada (CIC) advised applicants from overseas to apply online, where possible, so that their applications could be dealt with by staff in Canada.

Most work-related visas such as permanent resident visas issued under the Federal Skilled Worker Program (FSWP) Federal Skilled Trades Program (FSTP) and Canadian Experience Class (CEC) are processed in Canada.

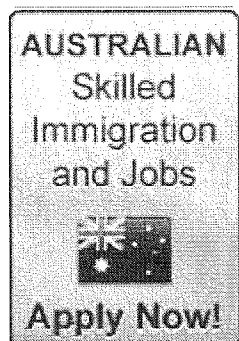
The dispute then went to the Canadian Public Service Labour Relations Board where negotiations were conducted on the Canadian government's behalf by Canada's Treasury Board president, Tony Clement. Mr Clement said that the government would stick to a standard deal.

Government offers pay deal backdated to 2011

However, after the Board ruled that Mr Clements had negotiated in bad faith, he recommenced negotiations and a deal was struck. The government offered PAFSO the pay rate that it had initially sought backdated to 2011. The union agreed not to pursue severance pay for staff that leave their posts voluntarily.

The deal still has to be approved by PAFSO members, which seems likely. PAFSO president Tim Edwards will be recommending that his members accept the offer. Mr Edwards says that staff will do all they can to eliminate the backlog as quickly as possible.

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Employment and Social Development Canada

Home > Jobs and Training > Temporary Foreign Workers

Past Reforms to the Temporary Foreign Worker Program

Flexibility on Prevailing Wage Ended

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Beginning in April 2012, employers were given the flexibility to pay temporary foreign workers up to 15 percent below the prevailing wage for a high-skilled occupation, and 5 percent below the prevailing wage for a low-skilled occupation, provided they could demonstrate that the wage being paid to a temporary foreign worker was the same as that being paid to their Canadian employees in the same job and in the same location. This flexibility was ended in April 2013.

The prevailing wage flexibility was introduced to ensure that temporary foreign workers were compensated at the same wage as Canadians working in the same occupation in the same location. The wage flexibility was ended and employers are now required to always pay temporary foreign workers at or above the prevailing wage for that occupation in that region.

Advertising

As of July 2013, employers have been required to make greater efforts to recruit Canadians first before requesting to hire temporary foreign workers. The new advertising requirements doubled the length and reach of employers' advertising efforts, increasing Canadians awareness of and ability to apply for available jobs.

All employers are now required to advertise their positions in Canada for a minimum of four weeks, rather than the previous two weeks. The four-week requirement applies to all advertising methods used by the employer. Employers are required to continue actively seeking qualified Canadians to fill the advertised position(s) from the time their application is submitted to when it is approved.

Employers are also required to conduct additional recruitment activities. Prior to July 2013, employers were required to advertise on the Government of Canada's national Job Bank website or an equivalent provincial/territorial website, plus one additional method of recruitment consistent with the advertising practices for the occupation.

Now, employers are required to use two additional methods of recruitment beyond the national Job Bank. One of these methods needs to be national in scope if hiring for a high-wage occupation. Employers hiring for low-wage occupations need to demonstrate that they have made efforts to hire Canadians from under-represented groups in the work force, such as youth or Canadians with disabilities.

Over the years, the Temporary Foreign Worker Program's advertising requirements have increased and expanded:

	Low-Skill Stream		High-Skill Stream	
	Recruitment method	Length of time	Recruitment method	Length of time
2006	<ul style="list-style-type: none"> Job Bank or equivalent provincial/territorial site one additional method 	14 days	<ul style="list-style-type: none"> Job Bank or equivalent provincial/territorial site one additional method 	14 days
2013*	<ul style="list-style-type: none"> Job Bank two additional methods demonstrate efforts made to hire Canadians from under-represented groups (e.g. Aboriginal people, Canadians with disabilities, new immigrants) 	Minimum of 4 weeks	<ul style="list-style-type: none"> Job Bank two additional methods (one of which needs to be national in scope) 	Minimum of 4 weeks

*The 2013 requirements apply to new low-wage and high-wage streams.

To meet advertising requirements, employers must conduct recruitment activities consistent with the normal practice for the occupation.

For example, employers can advertise:

- on recognized employment websites such as Monster or Workopolis;
- on the website of a professional association;
- in national newspapers, professional journals or newsletters; and
- in local and regional employment centres.

Employers who wish to use the program must comply with strict criteria to ensure that Canadians have first chance at available jobs. Before seeking to hire temporary foreign workers, employers must clearly demonstrate that they made significant and genuine efforts to recruit or train Canadians and they could not find Canadians to meet their labour and skills needs.

If an employer breaks the rules of the program, they will face significant consequences, including fines and being banned from the program. There are also serious criminal sanctions, including additional fines and jail time, if employers lie on their Labour Market Impact Assessment applications about their efforts to hire Canadians.

Language Requirement

Since April 2013, English and French are the only languages that can be identified as a job requirement, both in advertisements by employers intending to hire temporary foreign workers and in Labour Market Impact Assessment applications.

This measure was introduced to prevent employers from advertising a position where the applicant's skills in a foreign language are not linked to a genuine job requirement. This ensures that language cannot be used by an employer to exclude qualified Canadians from being able to apply because they would prefer to hire temporary foreign workers.

The language restriction ensures that Canadians are given every opportunity to apply for available jobs. Exceptions can be made in rare and specialized circumstances, notably when the employer can demonstrate that another language is essential for the job, such as for a tour guide or translator.

Preventing Outsourcing of Canadian Jobs

As of July 2013, all employers applying for a Labour Market Impact Assessment (LMIA) are required to respond to additional questions on their use of temporary foreign workers to ensure that the Temporary Foreign Worker Program (TFWP) is not used to facilitate the outsourcing of Canadian jobs. This new measure was introduced as a result of concerns in spring 2013 about a situation where temporary foreign workers were alleged to be displacing Canadian workers whose positions were ultimately being transferred to another country.

The following questions were added to the LMIA application form:

1. Will the entry of these temporary foreign workers lead to job losses, now or in the foreseeable future, for Canadians and/or permanent residents as a result of layoffs, outsourcing, offshoring or other factors related to utilizing temporary foreign workers?
2. Is this job offer related to an activity, contract or a subcontract that will facilitate outsourcing or offshoring?

These questions help ensure that no Canadian workers are displaced as a result of outsourcing. Employers are also required to sign a declaration attesting that hiring temporary foreign workers will not result in outsourcing or offshoring.

For all LMIA applications, the TFWP assesses the impact that hiring a temporary foreign worker will have on Canada's labour market based on available labour market information for the region and occupation. These additional questions ensure that program officers have the information they need to make decisions regarding LMIA applications.

An LMIA application is rejected if hiring a temporary foreign worker would result in the outsourcing of Canadian jobs. An LMIA application is also rejected if the assessment indicates that hiring a temporary foreign worker will have a negative impact on the Canadian labour market or if an employer has not complied with the program requirements.

If an employer does outsource or offshore Canadian jobs following the hiring of a temporary foreign worker, they will be found to have broken the rules and face consequences, including fines and being banned from the program. There are also serious criminal sanctions, including additional fines and jail time, if the employer is found to have lied on their Labour Market Impact Assessment application.

Protecting Temporary Foreign Workers from Abuse and Human Trafficking

The Government has taken action to protect vulnerable foreign workers from the risk of abuse and exploitation in sex trade related businesses. Launched in 2012, the National Action Plan to Combat Human Trafficking includes measures to improve the protection of vulnerable foreign nationals through better prevention and detection at an early stage. These measures include preventing sex trade related businesses from accessing the Temporary Foreign Worker Program, recognizing that temporary foreign workers in sex trade related jobs faced a high risk of exploitation and abuse.

Since July 2012, Employment and Social Development Canada no longer processes Labour Market Impact Assessments from employers linked to the sex trade to prevent them from hiring temporary foreign workers. Also, Citizenship and Immigration Canada no longer processes work permit applications from temporary foreign workers intending to work for sex trade related businesses.

The restrictions apply to strip clubs, escort services and massage parlours as well as other businesses linked to the sex trade. Through collaborative partnerships and preventative action, these measures strengthen Canada's National Action Plan to Combat Human Trafficking.

Live-in caregivers

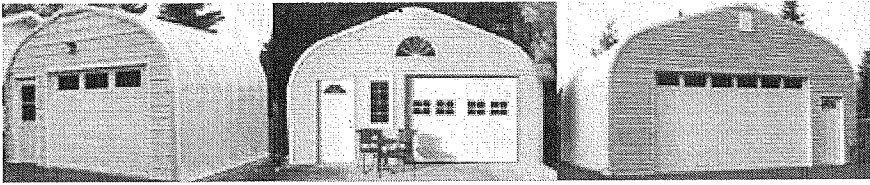
Measures currently in place to protect vulnerable workers under the Live-in Caregiver Program (LCP) include:

- assessing of the genuineness of the job offer to foreign live-in caregivers related to the employer's ability to pay the wages offered, the need for caregiving and the suitability of accommodations;
- putting in place a standardized LCP employment contract with mandatory clauses and more scrutiny of non-standard LCP employment contracts;
- establishing program requirements through the LMIA process related to hours of work, overtime and maximum deductions for room and board;
- requiring employers to pay foreign live-in caregivers' one-way airfare to Canada;
- requiring employers to review and adjust foreign live-in caregivers' wages at least annually to ensure they continue to meet the prevailing wage for the occupation; and
- urgent LMIA and WPs processing for foreign live-in caregivers who are working in abusive and/or exploitive situations.

Canada-Quebec Accord

The Canada-Quebec Accord has governed Quebec's role in the selection of foreign nationals destined for the province since 1991. The Accord states, "Québec's consent is required in order to admit into the province any temporary foreign worker whose admission is subject to Canada's requirements relating to the availability of Canadian workers." These reforms will be implemented in Quebec; however, as the TFWP is jointly administered, it may take longer to implement some of the reforms.

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within British Columbia

April 7, 2014

B.C. McDonald's franchise at centre of latest foreign worker case

By Bill Curry and Justine Hunter

Company to investigate labour practices after operator suspended for misleading information on federal application

McDonald's is launching a comprehensive review of its use of temporary foreign workers in Canada after the federal government suspended a franchise owner who operates three locations in Victoria.

For the first time, the federal government is publicly naming employers who have been banned or suspended from the Temporary Foreign Worker Program for breaking the rules – including one of the world's most recognizable corporate brands.

Federal Employment Minister Jason Kenney said he welcomed McDonald's response to allegations that the program was misused and warned all employers that Ottawa will pursue criminal charges if employers lie in their applications to bring in labour from abroad.

"I would call on any major corporations that have franchises to make sure that their franchisees are scrupulously following the rules," he told reporters Monday. "I can tell you that we are going to spare no effort to go after those who abuse this program."

The operator of the McDonald's franchises – Nasib Services Inc. – has been suspended in part because the government says there are reasonable grounds to suspect the employer provided false, misleading or inaccurate information in applying to the program.

A numbered company in Newfoundland and Labrador, which operates Jungle Jim's Restaurant, Greco Pizza and Captain Sub, was also suspended for the same reason. Another numbered company in Fenelon Falls, Ont., that operates The Boathouse Restaurant has had its access to the program revoked.

Mr. Kenney said investigations related to the named companies are continuing.

The Conservative government has been repeatedly criticized for maintaining an empty blacklist of employers that have been banned from using the program. The list is maintained by Citizenship and Immigration Canada but there are no employers on the list. Mr. Kenney said regulations have recently been changed to make it easier for Ottawa to identify suspended employers.

NDP MP Jinny Sims said Mr. Kenney's department should not have approved the workers for McDonald's in the first place because Victoria is a desirable city to live in that has a large student population.

"Alarm bells should have been going off," she said.

McDonald's Canada said in a statement that it is currently working through the process of "terminating" its relationship with the Victoria franchisee and will launch an immediate, comprehensive review of how all of its restaurants use the program.

"At McDonald's Canada, we do not tolerate infractions of any kind – intended or unintended – against any employees. Our commitment to employees is to always do the right thing and with integrity," said a statement on the company website.

The company said only 4 per cent of its 85,000 employees are temporary foreign workers, which would represent about 3,400 workers.

Steve Hunt, Western Canadian director of the United Steelworkers, said the problems are being resolved one case at a time rather than reviewing the entire program.

He said workers who come to Canada under the program are afraid to speak up because their employers hold the key to whether they will be able to remain in Canada.

"It's toxic. As Canadians, I don't know how we tolerate it," he said.

B.C. Labour Minister Shirley Bond applauded Ottawa's crackdown. "There should be no abuse of the temporary foreign worker program and if there is, there needs to be consequences applied very quickly," she said.

She noted that the B.C. government is developing a protocol with labour and industry about when it is appropriate to use the program, and what standards should be in place. "It's pretty clear there were British Columbians available for those jobs," she said.

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McDonald's foreign worker practices halted in face of investigation

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Employers found abusing the plan could be charged with fraud

The Canadian Press Posted: Apr 23, 2014 2:21 PM ET Last Updated: Apr 24, 2014 3:18 PM ET

McDonald's Canada is putting its temporary foreign worker program on hold while a third party conducts an audit on its use of the plan.

Stung by recent criticism of its use of foreign workers, the restaurant chain's vice-president of human resources Len Jillard says the firm needs to pause the program to prove to Canadians it's not abusing the program or its workers.

- McDonald's franchisee could face charges over foreign workers
- Temporary foreign worker program abuse to bring heavy fines
- Temporary Foreign Worker Program sanctions target 3 employers

Jillard, in an exclusive interview with The Canadian Press, says McDonald's has already informed the federal government about its plans, including federal Employment Minister Jason Kenney.

In Winnipeg today, Kenney warned that employers who abuse the Temporary Foreign Worker Program could face fraud charges and possible jail time.

Three McDonald's franchises in Victoria and a pizza restaurant in Weyburn, Sask., are at the centre of program abuse allegations involving Canadian employees alleging foreign workers were given priority work status or more hours.

McDonald's is in the process of taking full ownership of the three Victoria franchises from the Victoria operator who previously held an 80 per cent share in the three outlets.

A federal investigation into McDonald's use of temporary foreign workers was launched recently after Go Public's story about a Victoria McDonald's franchise was expanded.

The company released a statement Wednesday that responded to the allegations.

"McDonald's employs more than 85,000 people across Canada; only four per cent are temporary foreign workers," the company said. "Only 268 of our more than 1,400 restaurants across the country employ temporary foreign workers."

McDonald's uses temporary foreign workers as a "last resort" for employers who can't find qualified people locally, the statement says. But when necessary, employers must prove that there is a genuine labour shortage, the foreign workers must be provided government approved minimum hours and wages and in some cases provided suitable housing.

"The program is expensive and time consuming for employers. On average, the costs of recruiting and employing a temporary foreign worker can be up to five times as much as those for domestic workers," McDonald's said. "This is why participation in the program is always undertaken as a last resort."

With files from CBC News

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Temporary foreign worker overhaul imposes limits, hikes inspections

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Cap on low-wage temporary workers to be phased in over 2 years

By Susana Mas, [CBC News](#) Posted: Jun 20, 2014 1:10 PM ET Last Updated: Jun 22, 2014 12:19 PM ET

Employment Minister Jason Kenney and Immigration Minister Chris Alexander have announced an overhaul of the Temporary Foreign Worker Program, effectively conceding there has been growing abuse of the program and a driving down of wages.

"We will better prevent and detect abuse and penalize employers who abuse the program," Kenney said. "We will severely sanction those who break the rules. We'll better protect foreign workers and we'll also recognize that Canada benefits from international mobility."

Kenney said the changes announced Friday are intended to send employers a clear signal that abuse of the program will not be tolerated and that they must redouble their efforts to hire Canadians first.

"You can't build your business model around it," Kenney said.

The minister described the new measures "as bold, broad, ambitious, and balanced."

- [Alberta leads way in fast-track requests for temporary foreign workers](#)
- [CBCNews.ca reader reaction mixed on Temporary Foreign Worker reform](#)

The moratorium on the fast-food industry's access to the program is lifted immediately in light of the sweeping changes announced Friday.

The revamped program will bar employers from hiring foreign workers in regions where unemployment is high, it will put a cap on the number of workers employers can hire, include a more stringent screening process for employers to prove they need to hire a foreign worker over a Canadian one, and increase the number of spot checks in the workplace and fines for those who break the rules.

The Temporary Foreign Worker Program will now be divided into two programs: One — still called the TFWP — will require that employers prove the need to hire a non-Canadian worker. The other, to be called the International Mobility Program, won't.

Reforms to the program include:

- Barring employers from hiring low-wage temporary foreign workers in regions where the unemployment rate is above six per cent.
- A cap of 10 per cent on the number of low-wage temporary foreign workers employers can hire per work site by 2016.
- The cap will be gradually phased in, starting at 30 per cent effective immediately, then reduced to 20 per cent on July 1, 2015, and 10 per cent a year later in 2016.
- An increase in the number of inspections: one in four employers will be inspected each year. The government says it will hire approximately 20 more inspectors, bringing the number to about 60.
- An increase from \$275 to \$1,000 in the application fee employers must pay per worker requested, effective immediately.

- Fines of up to \$100,000 for employers who abuse the program, starting in fall.
- Additional funding for the Canada Border Services Agency so it can pursue more criminal investigations.

As CBC News reported on Thursday, the new rules will also include:

- Posting the names of employers who receive permission to hire foreign workers.
- Making public the number of positions approved through the program on a quarterly basis.
- Reducing the amount of time a temporary foreign worker can be employed in Canada, to two years from four.

The majority of today's changes do not apply to employers who hire seasonal workers, live-in caregivers and nannies.

Fast-food businesses affected

The government has spent the last few months on the defensive after the program came under intense scrutiny following a series of stories by CBC Go Public's team reporting alleged abuses of the program by several employers, including three McDonald's franchises in Victoria.

The government suspended all pending foreign worker permits for the three McDonald's locations owned by franchisee Glen Bishop and blacklisted his franchise from using the program, pending the outcome of the probe.

McDonald's Restaurants of Canada Ltd. issued a statement today saying it has "always been committed to hiring Canadians first."

The statement said McDonald's Canada hired Deloitte in May to conduct a compliance audit of its corporate and franchised restaurants' use of the program. The report is expected to be completed soon.

As for the new rules, McDonald's Canada said it is currently reviewing the extent of the changes.

Today, the government said it received growing reports of abuses, with over 1,000 complaints filed through a tip line launched on April 6.

Kenney said he heard time and again of Canadian workers not even receiving a phone call back from potential employers in the fast-food industry.

"That really ticks me off," Kenney said.

The minister said he expects the new measures will have a significant effect on some businesses, particularly on those in the fast-food sector.

"I must tell you how disturbed I have been to learn about businesses in that sector opening up new stores, new franchises, in areas where they tell us there are no local workers available."

"That is clearly an abuse," Kenney said.

Alberta, business groups unhappy

Garth Whyte of Restaurants Canada, a national association which represents 30,000 members including restaurants, bars and other food service providers, told CBC News "the rules have become so stringent that's it's going to be very difficult for our members to access it."

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"What this highlights, to me, is that the government still is dithering around not having an overall labour shortage strategy," Whyte said.

Kenney said again today the government would be spending \$14 million to fund two new labour market studies — a quarterly study on job vacancies and an annual survey on wage rates.

The Canadian Federation of Independent Business, a group generally supportive of this government's initiatives, said today's announcement was "a gross overreaction to a handful of negative stories."

"Regional jobless rates mean very little to a small business owner who can't find enough interested workers to keep the doors open," said Dan Kelly, the president of the CFIB, in a written statement.

"Unless the federal government is prepared to force unemployed Canadians to move to take jobs they don't want, these changes leave a huge gap for employers."

Alberta Minister of Jobs, Skills, Training and Labour Kyle Fawcett, Kenney's provincial counterpart, said while there are some positive changes to the program, on the whole he said the new measures are not good for Alberta.

Fawcett described it as "bad economic policy" for Alberta.

Political reaction

NDP MP Pat Martin said today's changes acknowledge that the program is broken but said they do little to fix it.

"A bit of tweaking and tinkering on the front end is not going to protect Canadian jobs."

"First they weakened the program and made it easier to abuse and now they're trying to reverse the damage they caused," Martin said. "They're not really ... protecting Canadian jobs or raising wages for Canadians ... nor are they taking active steps to protect foreign workers from abuse. They're just making it a little more uncomfortable for employers to use the program."

Liberal MP John McCallum wondered how the government would meet its commitment to increase the number of inspections without hiring significantly more inspectors.

Government officials today could not say exactly how many inspectors are currently tasked with conducting spot checks, only that the number is in the range of 40 and that they expect to hire approximately 20 more.

"I say that lacks credibility. I say as well, if the government is serious about enforcement against worker abuse they should enlist the help of the provinces," McCallum said.

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Curriculum Vitae

Prakash Basyal

Mobile: +971554388435

E-mail: basyal_p@yahoo.com

OBJECTIVE: Seeking for challenging position by which I can utilize my potential and professionalism to its full extent and organization to achieve business objectives in a new dynamic business world.

QUALIFICATION SCHOOL LEAVING CERTIFICATE (S.L.C.)

Passed from the HMG Board of the Examination of Nepal.

+2 INMANAGEMENT

Passed from Examination Board of the Higher Secondary Education Board.

EXPERIENCE PROFILE: Customer Service Assistant in Galadari Ice-cream Co. LLC since May 2009 to till now.

- Making best part of their day to customer by excellent service.
- Suggesting the promotion to meet the company target.
- Maintaining the store as per retail food safety system and local government quality standard rule.
- Preparing daily sales report and properly handling customer's complains.

One year experience in Food & Beverages Service in a Italian bar.

PROFESSIONAL TRAINING: Computer basic office package 3 months course

PERSONAL DETAILS:

Father's Name	:	Lok Prasad Basyal
Nationality	:	Nepalese
Date of birth	:	06-03-1987
Marital Status	:	Single
Sex	:	Male
Languages	:	Nepali, Hindi, English and Arabic
Passport No.	:	3968813
Visa Type	:	Employment (Transferable)

OTHER ACTIVITIES: Meditation, Yoga, Reading Books, Visit different places.

DECLARATION:

I hereby declare that the information given above is true and correct to the best of my knowledge and belief.

Yours

Prakash Basyal

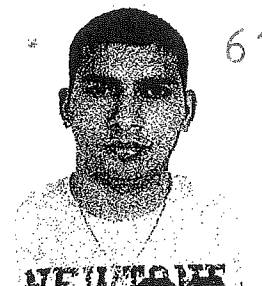
This is Exhibit " 11 " referred to in
affidavit # 1 of Kuldeep Basmal
sworn (or affirmed) before me
on 08-11 2016

Curriculum Vitae

Prakash Basyal

Mobile: +971554388435

E-mail: basyal_p@yahoo.com



OBJECTIVE: Seeking for challenging position by which I can utilize my potential and professionalism to its full extent and organization to achieve business objectives in a new dynamic business world.

QUALIFICATION: SCHOOL LEAVING CERTIFICATE (S.L.C.)

Passed from the HMG Board of the Examination of Nepal .

+2 INMANAGEMENT

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- Suggesting the promotion to meet the company target.
- Maintaining the store as per retail food safety system and local government quality standard rule.
- Preparing daily sales report and properly handling customer's complains.

One year experience in Food & Beverages Service in a Italian bar.

PROFESSIONAL TRAINING: Computer basic office package 3 months course

PERSONAL DETAILS:

Father's Name	:	Lok Prasad Basyal
Nationality	:	Nepalese
Date of birth	:	06-03-1987
Marital Status	:	Single
Sex	:	Male
Languages	:	Nepali, Hindi, English and Arabic
Passport No.	:	3968813
Visa Type	:	Employment (Transferable)

OTHER ACTIVITIES: Meditation, Yoga, Reading Books, Visit different places.

DECLARATION:

I hereby declare that the information given above is true and correct to the best of my knowledge and belief.

Yours

Prakash Basyal

This is Exhibit " N " referred to in 62
affidavit # 1 of Kuldip Bansal
affirmed sworn (or affirmed) before me
on Oct. 11 2016



APPLICATION FORM

A Commissioner for taking Affidavits
within British Columbia

Personal Information

Surname: <u>BASYAL</u>	First Name: <u>Prakash</u>	Middle Initial:
Telephone: <u>+91-055-43 88435</u>	Street Address: <u>Electra state</u>	Apartment No:
City: <u>ABU-DHABI (U.A.E)</u>	Province:	Postal Code:

Are you legally entitled to work in Canada?	<u>Yes</u>
Are you of minimum age to accept employment within the province you reside?	<u>Yes</u>
Have you been convicted of a criminal offence for which you have not received a pardon?	<u>No</u>
Have you worked for Mac's previously? If so, where? (address or store no.)	<u>No</u>

Availability (please indicate am or pm)

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
From:	<u>10:00 AM</u>	<u>10:00 AM</u>	<u>10:00 AM</u>	<u>10:00 AM</u>	<u>10:00 AM</u>	<u>10:00 AM</u>	<u>10:00 AM</u>
To:	<u>12:00 AM</u>	<u>12:00 AM</u>	<u>12:00 AM</u>	<u>12:00 AM</u>	<u>12:00 AM</u>	<u>12:00 AM</u>	<u>12:00 AM</u>

Employment/Education Background

Highest grade or level of employment completed?	<u>Shop-incharge</u>
---	----------------------

Date Month/Year (From-To)	Company Name & Address	Telephone	Supervisors Name	Position	Salary	Reason for Leaving
<u>July-21</u> <u>2009 To Till date (U.A.E)</u>	<u>Berkin/Kalbi's</u>	<u>02-6459931</u> <u>(0504765714)</u>	<u>Hasham</u>	<u>Shop</u> <u>Incharge</u>	<u>2500</u>	<u>for new</u> <u>opportunity</u>

I hereby declare that the foregoing information is true and complete to my knowledge. I understand that a false statement may disqualify me from employment, or cause my dismissal. I further authorize Mac's to contact the references as listed above or attached.

Signature Prakash B. Date 20-11-2012



TELEPHONE PRE-SCREEN FORM

Candidates Name: <u>PRAYASH BASYL</u>	Phone Number: <u>9710554388433</u>
Interviewer Name: <u>CYNTHIA</u>	Date: <u>Nov 20/12</u>
District Recruiting and Training Manager:	Have you ever applied, interviewed, or worked for Mac's Convenience Stores? <u>NO</u>
Where did you hear about this opportunity? <u>OVERSEAS</u>	If it's a dealer, mark name and store number:
What is your availability? When could you start the training? <u>2 MONTHS</u>	Are you related to anyone currently working with Mac's? <u>NO</u>

Are You Legally Entitled to Work in Canada?

☐ Yes ☒ No

Do You Have Access to a Vehicle, or do you rely on public Transit?

☐ Yes ☒ No

Can we run a credit check on you?

☒ Yes ☐ No

Are you willing to provide us with a criminal record check?

☒ Yes ☐ No

Are you willing to relocate?

☐ Yes ☒ NoWhere? ALBERTA (friends there)What is your minimum income expectation? \$12/HK

Security funds available?

☐ Yes ☒ NoAmount? 7500

Tell me what you know about Mac's and why getting into business with us interests you?

Largest company in Canada Fuel

In your own words, describe what you think the role of a Mac's independent store operator is?

Maintain store inventory. Sales analyst Service.

What relevant experience do you have that relates to our industry? Computer experience?

Customer Service 4 years exp.This is Exhibit " 0 " referred to in affidavit # 1 of Kudup Bansal sworn (or affirmed) before meon Oct 11 2016



Candidate

Prakash Bhat

Date

Nov 20 / 2012

Interviewer

[Signature]

16
- Business Exp
- Security Deposit
- E16

Independent Store Operator Interview Evaluation
(1st Interview OSI version)

1. What do you think are 5 key elements that make a successful Independent Store Operator / Store or Branded Manager?
2. What are some of the challenges you may face in this role?
3. What is the difference between an entrepreneur and a manager ?
4. If a competitor opened up across the street from you how what would you do? How do you continue to grow sales with the new competition?
5. Mac's introduces a new sandwich line and assigns you a specific sales target . What would you do to ensure you achieved this target?

This is Exhibit " P " referred to in
affidavit # 1 of Kuldip Bansal
sworn (or affirmed) before me
on Oct 11 2016

August 23, 2012

A Commissioner for taking Affidavits
within British Columbia

This is Exhibit " Q " referred to in
affidavit # 1 of Kuldeep Bansal
sworn (or affirmed) before me
on Oct. 11 2016
[Signature]



A Commissioner for taking Affidavits
within British Columbia

Candidate's Name Prakash Basyel. Date 20-11-2016 Score / 10

Please answer all 10 questions below - Astronomers Discovers Solar System

1. What is Science Fiction?

The science fiction is ~~fantastic~~ involving science which
told of other words far far away.

2. What are Astronomers?

Astronomers is that people who study outer space.

3. What is a Solar System?

The solar system is ~~that~~ one or more planets
that circle around a star such as our sun.

4. What is the name of the person who found the new Solar System?

Geoffrey Murey is the person ^{who} found the new solar system.

5. What is a light year?

Light year is the time taken by light from sun
to reached the earth.

166. The cashier has been directed to sell bread for half off its regular price of \$1.98. What is the sale price?

- ☐ 1. \$.92
- ☐ 2. \$.98
- ☐ 3. \$1.19
- ☐ 4. \$.66
- ☐ 5. \$1.01
- ☒ 6. \$.99

167. Cough medicine, which is regularly \$4.60, is on sale for one-fourth off. What is the sale price?

- ☐ 1. \$4.20
- ☐ 2. \$4.35
- ☒ 3. \$1.15
- ☐ 4. \$3.45
- ☐ 5. \$4.45
- ☐ 6. \$2.89

168. A customer brings in an item for refund. The price on the item is \$4.80 and the tax is 5%. How much including tax should the cashier refund to the customer?

- ☐ 1. \$5.24
- ☐ 2. \$4.85
- ☐ 3. \$2.40
- ☐ 4. \$5.16
- ☐ 5. \$4.75
- ☒ 6. \$5.04

This is Exhibit " R " referred to in
affidavit # 1 of Kuldeep Banar
affirmed me sworn (or affirmed) before me
on Oct. 11 2016

EMPLOYMENT CONTRACT

The Employer: Mac's Convenience Store Inc.
Business Name (if a Business, provide key business
contact under last name/first name):

Geoff Higuchi

Last Name : Higuchi

First Name: Geoff

Address: 1013-7445 132 St Surrey, BC, V3W 1J8

Phone Number: (604) 590-5352

Fax Number: (604) 590-3569

Email Address: geoff.higuchi@macs.ca

A Commissioner for taking Affidavits
within British Columbia

The Employee: Prakash Basyal

Last Name: Basyal

First Name: Prakash

Home Address: Dubai, UAE

Phone Number: +971554388435

Fax Number: _____

Email Address: basyal_p@yahoo.com

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): see attached.

Work Schedule

4. The EMPLOYEE shall work 37.5 hours per week. He/she shall be paid overtime for any hours of work exceeding 44 hours per week. His/her workday shall begin at _____ and end at _____, or, if the schedule varies by day, specify:
shifts vary 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 2 day(s) off per week, on
days off vary.

Job Description - Cashier

- Greet customers
- Operate cash register
- Scan items
- Process money, cheques, credit/debit card payments
- Tabulate total payment for goods or services required
- Wrap or place merchandise in bags
- Receive payment for goods and services
- Calculate daily/shift payments received and reconcile with total sales
- Stock shelves and clean counter area

7. The EMPLOYEE shall be entitled to 4.00% 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 \$11.40 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. UAE to Edmonton, AB to Home Country (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

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 Jan 28, 2013

and at: UAE

The Employee Prakash Basyal

Date _____



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

February 5, 2013

Prakash Basyal
Dubai, UAE

Subject: Offer of Employment to Prakash Basyal for 24 months

Dear Mr. Basyal,

We at Mac's Convenience Stores are delighted to offer you full-time employment as a Cashier within our organization in our Edmonton, AB location. This offer of employment is based upon that you are issued a Work Permit by Citizenship & Immigration Canada.

Hourly wage: \$11.40

Minimum of 7.50 hours per day, 37.50 hours per week

You will be entitled to two days off per week

You will receive 4% of vacation per year, Medical Insurance until you receive Provincial Coverage

As a Cashier you will perform the following duties as part of your daily routine:

- Greet customers
- Operate cash register
- Scan items
- Process money, cheques, credit/debit card payments
- Tabulate total payment for goods or services required
- Wrap or place merchandise in bags
- Receive payment for goods and services
- Calculate daily/shift payments received and reconcile with total sales
- Stock shelves and clean counter area

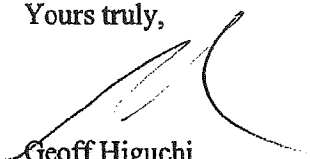
In the unlikely event of no-fault termination of your employment with our organization, Mac's Convenience Store will provide you with a detailed reference letter confirming your employment with us and a detailed list of your credentials.

This is Exhibit # 5 referred to in
affidavit # 1 of Kuldeep Bansal
affirmed sworn (or affirmed) before me
on Oct. 11 2016
[Signature]

A Commissioner for taking Affidavits
within British Columbia

By signing this Offer of Employment issued to you by Mac's Convenience Store you are confirming that you have read and understood this offer of employment. Please also initial this page to confirm that you have not paid any of our employees, associated staff, owner operators or any individuals associated to our company for employment with us, in support of your application to Citizenship & Immigration Canada.

Yours truly,



Geoff Higuchi
Senior Recruitment & Training Manager
Western Division

Prakash Basyal
Prospective Employee

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

2013-04-12

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

This is Exhibit " T " referred to in
affidavit # 1 of Kuldeep Bansal
affirmed sworn (or affirmed) before me
on Oct. 11 2016
[Signature]

(15/11/16)
Vox
EDM.

A Commissioner for taking Affidavits
within British Columbia

ER ID # 256202
Application # 2012-AB-019544
Job # 2012-068332

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,

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 Stream for Lower-Skilled Occupations (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 ie constitute the TFWs' primary location of work.

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

2013-04-12

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 7914756.

Employer ID #: 256202
Employer Business name: Mac's Convenience Store Inc. dba Subway
Employer Legal name: Mac's Convenience Store Inc.
System file number: 7914756
Opinion expiry date: 2013-04-17*

* 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 InformationLast name

Alvarez
Ricablanca
Senarath Arachchige
Hussain
Bhandari
Stephen
Lwin
Mahabub Alahi
Hosain
Gill
Giri

First name

Faith Gerlyne
Mylene Malabanan
Sakunthala Dilhani
Hamza
Sundeep
Michael Dinesh
Tint
Gazi Mohammed
Mohammad Najmul
Atique Masih
Bhupesh

LABOUR MARKET OPINION CONFIRMATION FOR # 7914756

Naazick
Thadathil
Ganegoda Withanage
Cristobal
Thapa
Ahmed
Rami
Rifardth
Thapa
Lama
Nepali
Shrestha
Vadhva
Humpita Pathirannehalage
Bhattarai
Basyal
Atienza
Shahid
Kumar
Niroula
Adikari
Kukolja
Islam
Diaz
Ortiz Jr
Aerra
Manaois
Opena
Khatiwoda

Marzook Muhammed
Rahul
Gayan Prabath Chathuranga
Ronnie Mitra
Ishwor
Mushtaq
Ezzitouni
Tuan
Suman
Thulobabu
Raman
Shashindra Man
Chandera
Anuradha Samanmali
Milan
Prakash
Mary Ann Balingit
Amir
Raj
Dipesh
Basanta
Zellka
Kazi Johirul
Carol Solomon
Cristobal Rosales
Pavan Kumar
Marlon Mayugba
Emerson Ordonez
Chandan

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This is Exhibit "U" referred to in
 affidavit # 1 of Kuldeep Barnal
 sworn (or affirmed) before me
 on Oct 11 2016

[Signature]

A Commissioner for taking Affidavits
 within British Columbia

Sep 18 - NO Answer.

Sep 19 - NO Answer.

Sep 23 - MBL NOT reachable

Oct 15 - N/A

Oct 22 - Received email - no update from
 Embassy

Oct 29 - NOT Reachable.

Nov 27 - NO update from Embassy.

Dec 9 - N/A

Dec 12 2013 - Sent email


Dec 18 - No Answer

Cynthia Hirak

From: Prakash Basyal [basyal_p@yahoo.com]
Sent: Thursday, December 26, 2013 11:34 PM
To: cynthia@overseasimmigration.com
Cc: Kuldeep
Subject: visa

Dear Madam,
I got my visa stamped from Canadian embassy. please let me know as to what I supposed to do next.

Yours
Prakash basyal

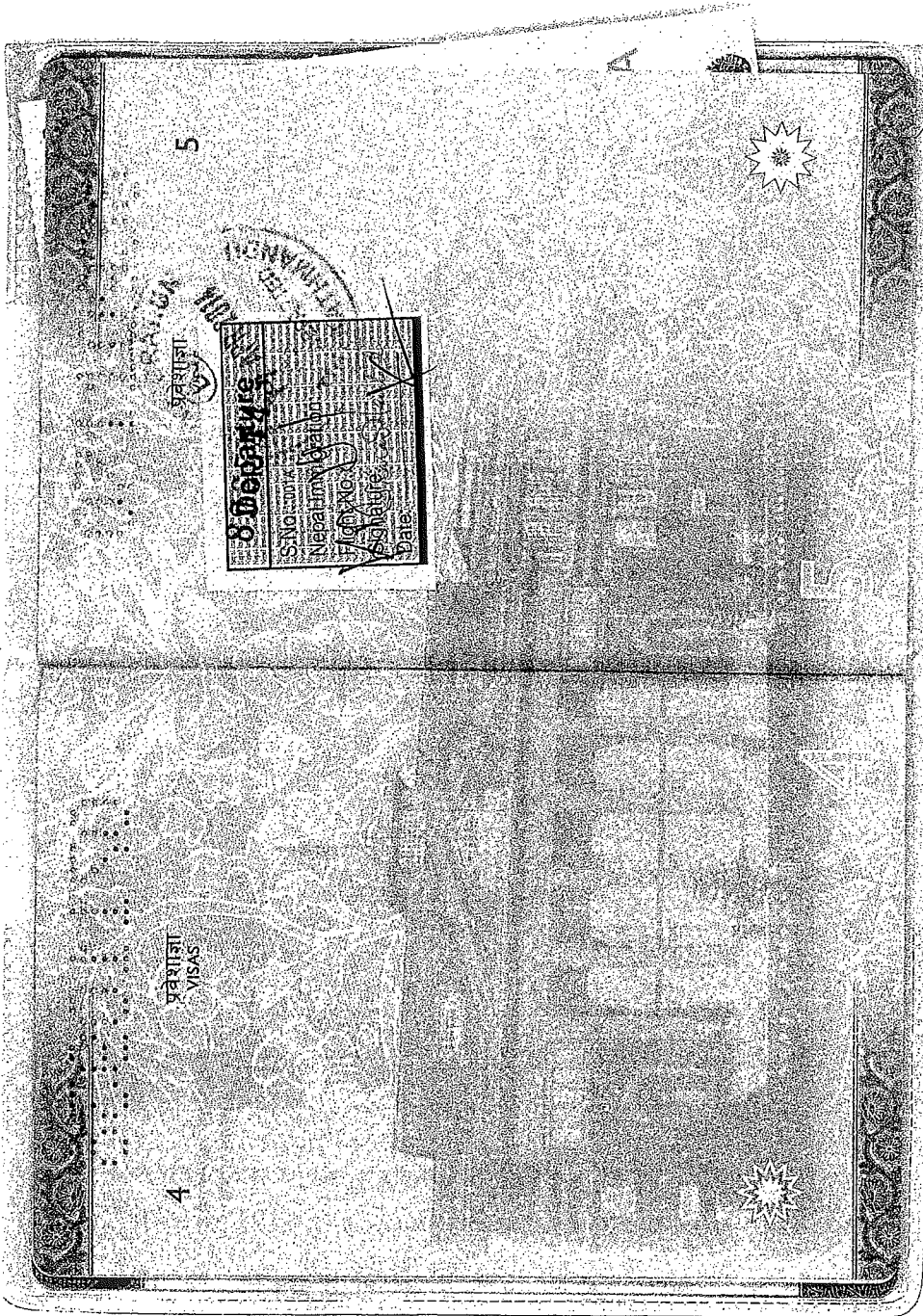
This is Exhibit " V " referred to in
affidavit # 1 of Kuldeep Banoal
affirmed sworn (or affirmed) before me
on Oct. 11 2016


A Commissioner for taking Affidavits
within British Columbia

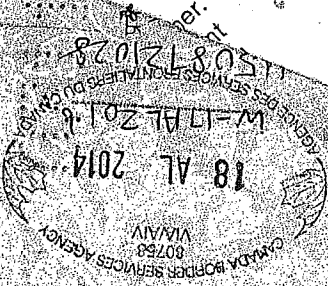
This is Exhibit "W" referred to in
affidavit # 1 of Kuldeep Bannal
sworn (or affirmed) before me
on Oct. 11 2016

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[illegible]



LIBRARY
VISA



Citoyenneté et
Immigration Canada



on the

CANADA

07/09/2014

Science Store Inc. dba Subway

CANADA

PROHIBITED FROM ATTENDING ANY
AUTHORIZED INSTITUTION AND TAKING ANY ACADEMIC,
PROFESSIONAL OR VOCATIONAL TRAINING COURSE.

NOT AUTHORIZED TO WORK IN ANY OCCUPATION
OTHER THAN STATED.

NOT AUTHORIZED TO WORK FOR ANY EMPLOYER
OTHER THAN STATED.

OTHER THAN STATED BY 17 APR 2016

MUST LEAVE CANADA TO WORK IN 1) CHILD CARE, 2) PRIMARY
TEACHING, 3) HEALTH SERVICES
OR SECONDARY SCHOOL
FIELD OCCUPATIONS.

PROTECTED WHEN COMPLETED

IMM



BB16

SURNAME, GIVEN NAMES, NOM DE FAMILLE, PRÉNOMS

BABYAL

BIRTH DATE, DATE DE NAISSANCE

06 MAR 1987

COUNT

COUNTRY OF BIRTH, PAYS DE NAISSANCE

NEPAL

CLIENT

OFF FILE NO., N° DE REF. DU BUREAU

W3005332530

DATE SIGNED, SIGNÉ

18 APR 2014

VALID UNTIL, DATE

17 APR

Cynthia Hirak

From: Prakash [basyal_p@yahoo.com]
Sent: Sunday, March 09, 2014 11:47 PM
To: cynthia@overseasimmigration.com
Cc: ashm@overseasimmigration.com
Subject: Hi

Hi Madam

Thank you very much for your positive response. I am very sorry that I couldn't be in contact because of network problem. I would like to request you to send my ticket for 28th March 2014 from Kathmandu (Nepal) if possible dragon airline otherwise it's ok any airlines but please make transit at any country except UAE. Waiting for your Positive responses.

My Contact No
 +977 9846736687.
 Thanks and regards
 Prakash Basyal

PRAKASH BASYAL
 21/03 - not available
 - Booking own
 ticket as
 per Kumar.

APR 03 2014 - N/A

Coming next
week

This is Exhibit " X " referred to in
 affidavit # 1 of Kuldeep Bamrel
 sworn (for affirmed) before me
 on Oct. 11 2016

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 within British Columbia

abacus

HILLSIDE TRAVEL N TOURS P. LTD
SUNDHARA, KATHMANDU

DATE:07/04/2014

TIME:10:59:32

ITINERARY

CONSULTANT NAME:HARI PRASAD PANDEY

ABACUS REF:NPPWWY

AGENCY PHONE:014215914, 4215895

This is Exhibit " Y " referred to in
affidavit # 1 of Kuldeep Bansal

sworn (or affirmed) before me

on Oct. 16 2016ITINERARY PREPARED FOR:

BASYAL/PRAKASH MR

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within British Columbia

DAY	DATE	CITY/TERMINAL/ STOPOVER CITY	TIME	FLIGHT CLASS STATUS	STOP/EQP/ FLYING TIME SERVICES
THU	17APR	DEP KATHMANDU	2300	CX 5191	1 STOP
		TRIBHUVAN		ECONOMY (L)	AIRBUS 330-
	18APR	ARR TERMINAL I -	0730	CONFIRMED	300
		INTERNATIONAL			05HR 15MIN
		HONG KONG INTL			MULTI MEALS
		TERMINAL I			
		VIA DHAKA HAZRAT SHAHJALAL INTL			
		AIRPORT			
		KATHMANDU - HONG KONG OPERATED BY: DRAGONAIR-HKG			
		CX - CATHAY PACIFIC AIRWAYS REF:3KJI95			
		CX CATHAY PACIFIC AIRWAYS RESERVATION NUMBER			
		(KATHMANDU):977 (1) 4444-820			
		CX CATHAY PACIFIC AIRWAYS RESERVATION NUMBER			
		(DHAKA):(880-2) 881 8782			
FRI	18APR	DEP HONG KONG INTL	1625	CX 838	NON-STOP
		TERMINAL I		ECONOMY (L)	BOEING 777-
		ARR VANCOUVER INTL	1320	CONFIRMED	300ER JET
		MAIN TERMINAL			11HR 55MIN
					MULTI MEALS
		CX - CATHAY PACIFIC AIRWAYS REF:3KJI95			
		CX CATHAY PACIFIC AIRWAYS RESERVATION NUMBER (HONG			
		KONG):(852) 2747-1888			

PROTECTED WHEN COMPLETED PROTÉGÉ UNE FOIS REMPLI

CANADA

IMMIGRATION

BB164 177 871

U508721028



WORK PERMIT CANADA

CASE TYPE CANADA

TRAVEL DOC : PASSPORT
BONDED : NO
EMPLOYER : Mac's Convenience Store Inc. dba Subway
OCCUPATION : CASHIERS
EMP LOC : EDMONTON
FEE STATUS : FPA

CONDITIONS:
1. UNLESS AUTHORIZED, PROHIBITED FROM ATTENDING ANY EDUCATIONAL INSTITUTION AND TAKING ANY ACADEMIC, PROFESSIONAL OR VOCATIONAL TRAINING COURSE.
2. NOT AUTHORIZED TO WORK IN ANY OCCUPATION OTHER THAN STATED.
3. NOT AUTHORIZED TO WORK FOR ANY EMPLOYER OTHER THAN STATED.
4. MUST LEAVE CANADA BY 17 APR 2016
5. NOT AUTHORIZED TO WORK IN 1) CHILD CARE, 2) PRIMARY OR SECONDARY SCHOOL TEACHING, 3) HEALTH SERVICES FIELD OCCUPATIONS.

SURNAME, GIVEN NAMES - NOM DE FAMILLE, PRÉNOMS BASVAL PRAKASH	
BIRTH DATE - DATE DE NAISSANCE 06 MAR 1987	SEX - SEXE MALE
COUNTRY OF BIRTH - PAYS DE NAISSANCE NEPAL	COUNTRY OF CITIZENSHIP - CITOYEN DE NEPAL
OFF FILE NO. - N° DE REF. DU BUREAU W300532530	CLIENT ID. - ID DU CLIENT 9038 - 2276
DATE SIGNED - SIGNÉ 18 APR 2014	VALID UNTIL - DATE D'EXPIRATION/EXT. NO. - CODE PROROG 17 APR 2016 00

CANADA



This is Exhibit # Z referred to in affidavit # 1 of Kuldeep Bansal sworn (or affirmed) before me on Oct 11 2016

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REMARKS: ISSUE TWO YEAR WORK PERMIT FROM DATE OF ENTRY.

THIS DOES NOT AUTHORIZE RE-ENTRY

Canada

CIC: VANCOUVER IA 5135

THIS DOCUMENT IS THE PROPERTY OF THE GOVERNMENT OF CANADA
LE PRÉSENT DOCUMENT EST LA PROPRIÉTÉ DU GOUVERNEMENT DU CANADA

IMM 1442 (03-2008) B



Canada

Date: 23-APR-2014

Protected B

Social Insurance Number (SIN):
931-295-547 expires on: **17-APR-2016**

Names on the SIN record

First Name: **PRAKASH**
Middle Name(s):
Family Name(s): **BASYAL**

Address: **204 - 12830 80 AVE**
SURREY BC V3W 3A8

Protect your SIN; it is confidential

Keep all documents containing your SIN in a safe place.

Use of your SIN

You are required to provide your SIN to your employer within three days of receiving it. Also, some programs and/or services authenticate a person's identity using data on the SIN record; ensure you are using the names as shown above.

If your SIN begins with the number 9

You must present a valid proof of authorization to work in Canada to your employer. Your SIN record must always be updated to reflect the most recent expiry date.

For more information, visit our Web site:

www.servicecanada.gc.ca

Date Modified: 2013-11-04

This is Exhibit " AA " referred to in
affidavit # 1 of Ruldeep Banaral
affirmed sworn (or affirmed) before me
on Oct -11 2016

[Signature]
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within British Columbia

This is Exhibit "BB" referred to in
affidavit # 1 of Kuldeep Bansal
affirmed before me
on Oct. 11 2016

88

Mac's



A Commissioner for taking Affidavits
within British Columbia

DIRECT DEPOSIT FORM

Mac's method of payment and reimbursement to employees is by direct deposit (electronic funds transfer).

To initiate this system, we require that you have an account with one of the chartered banks or major trust companies and that you complete the information below and attach a blank cheque marked "Void" if available.

When completed the "Bank Account Information" section, please ensure all information is completed. Your bank number is three (3) digits, and your branch or transit # is five (5) digits. Your account number can be up to a maximum of twelve (12) digits.

EMPLOYEE NAME:

PRACASH BASIAL
(Please print)

BANK NUMBER
(3-digit number)

BRANCH/TRANSIT
(5-digit number)

ACCOUNT NUMBER
(12-digit number)

004

90800

6664487

Below is a sample of the bottom of your cheque and the number required for completion of the

www.tdcanadatrust.com www.tdcanadatrust.com www.tdcanadatrust.com www.tdcanadatrust.com

NAME

ADDRESS

CITY, PROVINCE, POSTAL CODE

PAY TO THE
ORDER OF

DATE 20

Y Y Y Y M M D D

001

\$

100 DOLLARS

Security features
Included,
Details on back.



Canada Trust
8057 - 120TH STREET
DELTA, B.C. V4C 6P7

MEMO

PAYROLL DIRECT DEPOSIT

⑈001⑈ ⑆90800⑈004⑈ ⑆0911⑈6664487⑈

I, as the employee entitled to receive pay from Convenience
Stores Inc. to deposit any payment(s) directly into my account until further notice.

Prakash B.

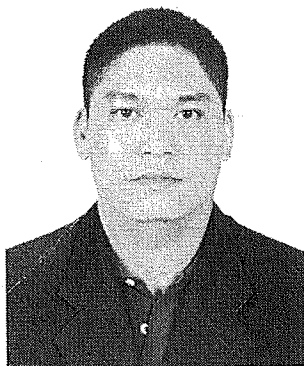
Signature

Department

24-04-2014

Date

Arthur G. Cajes



Mobile:
+971561960538/
+971507068034

Current mailing address:
Quattro Group Moka
Lounge Marina Mall Branch
P.O. Box 44366 Abudhabi,
United Arab Emirates

Permanent home address:
Blk.4 Lot 62 Phase 1 Green
Gate Homes Malagasang
2-A, Imus Cavite, Philippines

Email address
Cajes_agc@yahoo.com

About Me

DOB & PLACE: September
23, 1979 San Francisco
Agusan Del Sur, Philippines

Height: 5'6"

Passport No: XX5264564
DOI - 13/Jan./2010
DOE - 12/Jan./2015

Visa Status :
Residence

Nationality:
Filipino

Language:
Tagalog, English

Competency Summary

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within British Columbia

Experiences:

- » Outlet Head Chef
- » Demi Chef de partie
- » 3rd Commis / Kitchen Helper
- » Cook 2

Skills:

Team player; eye to details and quality; Enthusiasm with strong and effective communication skills, analytical thinking, problem solving and decision making; strong ability to learn, adopt, improve new responsibilities, initiative and commitment to achieve.

Express excellent Personal Presentation and Grooming Disciplines that will reflect and complement the highest standards of the company; Food and Beverages in particular.

Creative; Involve Menu planning, Food designed and presentation.

Career History

Moka Lounge

April 10, 2011 to Present

Quattro Group Marina Mall Branch, Abudhabi UAE

Outlet Head Chef

"Moka lounge Marina Mall"

- » **Supervise** and coordinate activities of junior cooks and workers engaged in food preparation
- » **Provide** a proactive service, excellent analytical skills, logical approach to complex matters and ability in strategic thinking and planning.
- » **Food Cost Controlling** for daily production and requisition.
- » **Initiate** good working relationship with colleagues and all other department
- » **Responsible** for the quality of raw and cooked food products to ensure the standards are maintained.
- » **To work** in any section of the kitchen when necessary and needed.
- » **Excellent** written and verbal communication
- » **To maintain HACCP** high standard in the kitchen personal hygiene at all times.
- » **Checking** the Quality and taste of the food before it goes out in the kitchen.

References:

Mr. Emile Amenon
 Restaurant Manager
 Mobile no. +971503440685

Spencer Lee Black
 Executive Chef
 Mobile no. +971506406898

Education**College:**

Saint Joseph Institute of
 Technology 1996 – 2002
 Butuan City, Philippines
**Bachelor of Science in
 Marine Transportation**

Computer Skills

Basic MS Office, Excel and
 Power Point Applications

TRAININGS & SEMINARS

- » Essential Food Safety Training 30th Sept. 2012
- » Proper Usage and Safe Handling of Chemicals on 31st July 2012
- » Emirates Culinary Guild a **Silver Medal** for Practical Cookery – Emirati Cuisine Fish at the Middle East Junior Chef of the Year- Dubai 2010
- » Basic Food Hygiene Training Course – 29th June 2008
- » Gold Standard Certification Program 26th September 2006
- » Managing The Kitchen Seminar 18th June 2004
- » Basic Equipment Maintenance Training 30th July 2004

Movenpick Hotel

December 01, 2009- April 07, 2011

Jumeirah Beach Residence Marina, Dubai UAE
 P.O Box 282825

Demi Chef de Partie**"The Talk Restaurant"**

- » To have a complete **understanding**, and adhere to the company's policy relating to fire, **hygiene** and safety.
- » **Establish** good relationships with a convincing power and excellent customer service.
- » **Disciplined**, self-motivated and result oriented.
- » To **help** and **Developed** the junior cooks in preparing food items according to the standards recipes.
- » To **support** and help the Chef de Partie and Sous Chef in maximizing morale and productivity
- » To Maintain a **HACCP** high standard in the kitchen and personal hygiene at all times.

Radisson Blu Hotel

November 21, 2007 – November 19, 2009

Dubai Media City Dubai, UAE

3rd Commis / Kitchen Helper**"The Chefs House Restaurant"**

- » To **set up** the mise-en place stations for the various meal periods according to the performance standards.
- » To **minimize** wastage of all food item
- » To **collects** food requisitions from the commissary kitchen as directed
- » To **break down** mise-en place station at the end of meal periods and store properly.
- » **Ensures** Inn compliance of all company policies and **procedures**.
- » Can **work** minimum supervision
- » Can **adapt** to any kind of working environment.
- » Following the procedure of the **FIFO** first in first out goods
- » To become **familiar** with all section of the kitchen to facilitate the **flexible** use of employees.
- » **Receiving** of vegetables, dairy, and frozen items for the daily consumption.

Chowking Food Corporation

November 11, 2003 – April 16, 2007

Jollibee Center Ortigas Center Pasig City
Philippines

- » Cooks Training Program
11th Nov. – 10th Jan.
2004

Cook 2**"Chowking SM Bacoor Branch"**

- » Ratings Forming Part of
Navigational Watch 8th
April – 12th April 2002

- » Shipboard
Familiarization Training
31st March – 7th April
2002

- » Basic Safety Course 27th
Oct. – 6th Nov. 2001

To **report** for the duty **punctually** wearing the correct uniform and name badge at all times.

- » To **set up** the mise-en place stations for the various meal periods according to the performance standards.
- » To **minimize** wastage of all food item
- » To **collects** food requisitions from the commissary kitchen as directed
- » To **break down** mise-en place station at the end of meal periods and store properly.
- » **Ensures** Inn compliance of all company policies and **procedures**.
- » Can **work** minimum supervision
- » Can **adapt** to any kind of working environment.
- » Following the procedure of the **FIFO** first in first out goods

JAN 16 - Could not hear, he will phone back

Sep 18 - waiting for update from Embassy.

Sep 23 - No update from Embassy.


Oct 15 - Received request for passport

Oct 21 - Has not received passport back as
it's still in the process of being
renewed

Oct 31 - After the stamping in passport, he is going to pay.

Nov 6 - Received passport.

- Sent bank details

This is Exhibit " DD " referred to in
affidavit # 1 of Kuldeep Bansal
affirmed sworn (or affirmed) before me
on Oct 11 20 16


A Commissioner for taking Affidavits
within 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

2 April 2013

Arthur Gortifacion Cajés
Abu Dhabi UAE

This is Exhibit " EE " referred to in
affidavit # 1 of Kuldeep Bansal
affirmed Sworn (or affirmed) before me
on Oct 11 2016


A Commissioner for taking Affidavits
within British Columbia

Subject: Offer of Employment to Arthur Gortifacion Cajés for 24 months

Dear Mr. Cajés,

We at Mac's Convenience Stores are delighted to offer you full-time employment as a Food Service Supervisor within our organization in our Calgary, AB location. This offer of employment is based upon that you are issued a Work Permit by Citizenship & Immigration Canada.

Hourly wage: \$13.00
Minimum of 7.50 hours per day, 37.50 hours per week
You will be entitled to two days off per week
You will receive 4% of vacation per year


As a Food Service Supervisor you will perform the following duties as part of your daily routine:

- Supervise and co-ordinate staff.
- Establish schedules.
- Prepare and submit reports.
- Resolve customer complaints and supply shortages.
- Maintain specified inventory.
- Ensure food service and quality control

In the unlikely event of no-fault termination of your employment with our organization, Mac's Convenience Store will provide you with a detailed reference letter confirming your employment with us and a detailed list of your credentials.

By signing this Offer of Employment issued to you by Mac's Convenience Store you are confirming that you have read and understood this offer of employment. Please also initial this page to confirm that you have not paid any of our employees, associated staff, owner operators or any individuals associated to our company for employment with us, in support of your application to Citizenship & Immigration Canada.

Yours truly,



Geoff Higuchi
Senior Recruitment & Training Manager
Western Division

Arthur Gortifacion Cajes
Prospective Employee

This is Exhibit " FF " referred to in
 affidavit # 1 of Kuldeep Bansal
 sworn (or affirmed) before me
 on Oct. 11 2016
[Signature]

EMPLOYMENT CONTRACT

The Employer: Mac's Convenience Store o/a Subway
 Business Name (if a Business, provide key business
 contact under last name/first name):

Geoff Higuchi

Last Name : Higuchi

First Name: Geoff

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

Phone Number: 604-219-4710 OR 604-590-5352

Fax Number: 604-590-3569

Email Address: geoff.higuchi@macs.ca

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 within British Columbia

The Employee: Arthur Gortifacion Cajés

Last Name: Cajés

First Name: Arthur Gortifacion

Home Address: Abu Dhabi UAE

Phone Number: 971 56 196 0538 OR 971 50 706 8034

Fax Number: _____

Email Address: cajes_agc@yahoo.com

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 attached.

Work Schedule

4. The EMPLOYEE shall work 37.5 hours per week. He/she shall be paid overtime for any hours of work exceeding 44 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 2 day(s) off per week, on
days off vary.

Job Description – Food Service Supervisor

- Supervise, co-ordinate and schedule the activities of staff who prepare, portion and serve food
- Estimate and order ingredients and supplies required for meal preparation
- Establish methods to meet work schedules
- Maintain records of stock, repairs, sales and wastage
- Train staff in job duties, and sanitation and safety procedures
- Ensure that food and service meet quality control standards
- May participate in the selection of food service staff and assist in the development of policies, procedures and budgets
- May determine related food and labour costs.

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 \$ 13.00 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. N/A (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 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 2013-04-02

and at: Abu Dhabi UAE

The Employee: Arthur Gortifacion Cajés

Date _____

Not Valid for Travel to Iraq
غير صالح للسفر الى العراق

REPUBLIKA NG PILIPINAS / REPUBLIC OF THE PHILIPPINES
PASAPORTE
PASAPORTE
Un/Type D PHI
Kodigo ng bansa/Country code
Pasaporte big/Pasport no
XX1264564

Passaporto blg/Passport no
XX5264564

Kodigo ng bansa/Country code
PHL

UriType

PASAPORTE
PASSPORT

Apelido/Surname

CAIES

Pangalan/Given names:

ARTHUR

Panggitnang apelyido/M

GORTIFACION

Araw ng kapanganakan/Date of birth

23 Sep 1979

Pook ng karangana/Place of bird

FRANCISCO ADS

Arang pagkakatotohan/Date of Issue

13 Jan 2010

THE NEW YORK PUBLIC LIBRARY

12 Jan 2015

100

[illegible]

the 1990s, the number of people in the world who are illiterate has increased from 1.2 billion to 1.5 billion. The number of illiterate people in the world is projected to reach 1.7 billion by the year 2015. The number of illiterate people in the world is projected to reach 1.7 billion by the year 2015.

BUILDING

KUKU

7909238M1501

0211003710071

Journal of Management Education 30(6)p.789-804
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المجلة الدولية لدراسات حقوق الإنسان، العدد 1، 2012، ص 100.

[illegible]

This is Exhibit "GG" referred to in
affidavit # 1 of Ruldeep Barwal
sworn (or affirmed) before me
on Oct. 11 2016

A Commissioner for taking Affidavits
within British Columbia

MGA SUSOG-AMENDMENTS

425PILIPINA S425
ARRIVAL
MAY 14 2010
FLYING 5425
SAGUINO INTERNATIONAL AIRPORT

Handwritten signature

BISA-307
DEPARTURE
MAY 31 2010
FLIGHT No 7662
NINYO-AQUINO INTERNATIONAL AIRPORT

17 MAY 2010
11:45
17 MAY 2010

BISA-VISA

PHILIPPINES
ARRIVAL
OCT 31 2011
05:11
05:11

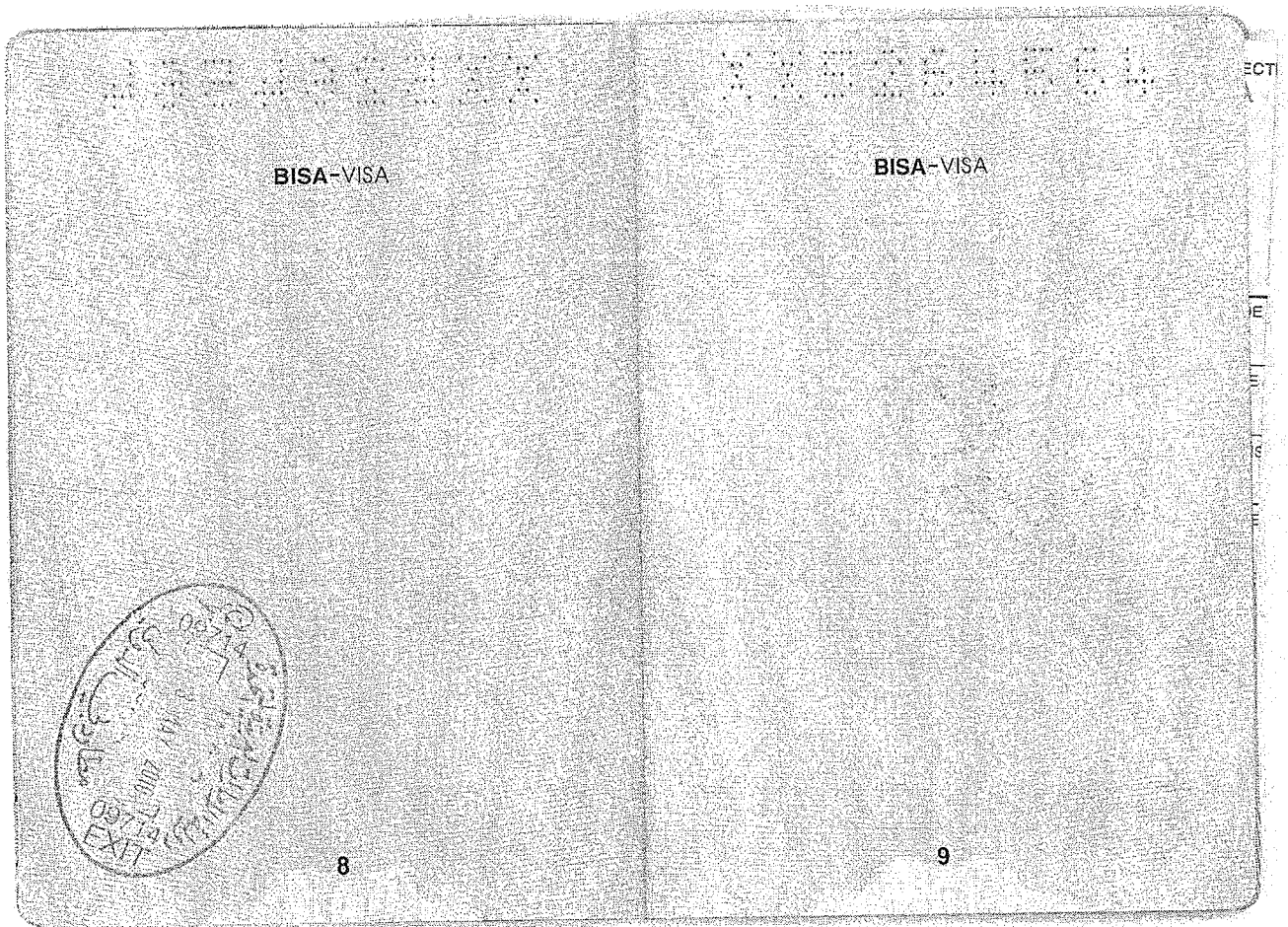
6

BISA-VISA

PHILIPPINES
ARRIVAL
OCT 31 2011
05:11
05:11

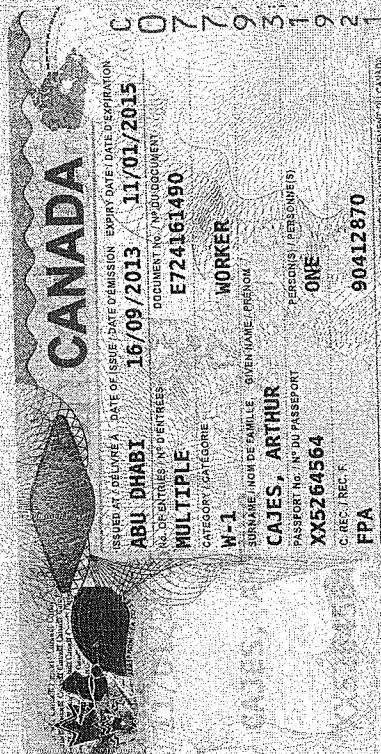
PHILIPPINES
ARRIVAL
NOV 1 9 2013
05:11
05:11

7



BISA-VISA

U508652961

[illegible]

DW

BISA-VISA

22

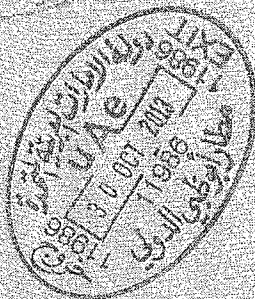
BISA-VISA



23

DW

BISA-VISA



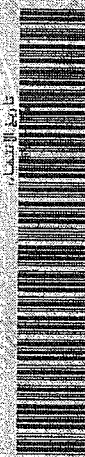
24

دولة الامارات العربية المتحدة
UNITED ARAB EMIRATES

اقامة
RESIDENCE

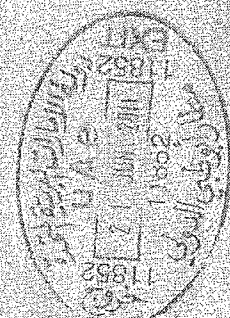
وزارة الداخلية
Ministry of Interior

رقم الهوية U.I.D. No.	65158793
الجنسية Nationality	البحرينية Bahraini
رقم الجواز Passport No.	1012014327466559
الاسم Name	طاهي الطهي اجنية
المهنة Profession	طاهي الطهي اجنية
الجهة Sponsor	MOKA LOUNGE
تاريخ اصدار Issue Date	2015/09/07



التوقيع
Sign

Assistance Permit Decrees may valid if bearer resides out of the U.A.E. for more than six months.



29

دولة الامارات العربية المتحدة
UNITED ARAB EMIRATES



اقامة
RESIDENCE
السوقية المسموح

65158793

ABU DHABI 10/2011/20121357

الوجه
Face of Issue

XX5264364

ARTHUR GORTIFAGION CAIES

الاسم
Name

COOK/CONFECTIONER ASSISTANT

الصفة
Position

MOKA CAFE BRANCH

المكان
Place

2011/06/16

تاريخ الاصدار
Issue Date



0 5 1 0 1 2 0 1 1 0 2 0 1 2 1 3 5 7

Residence Permit becomes invalid if bearer resides out of the U.A.E. for more than six months.

التوقيع
Sign

Sakaling maaksidente o mamatay ang
pinagkalooban, mangyaring ipagbigay-alam kay:
In case of accident or death, please notify:

Pangalan/Name

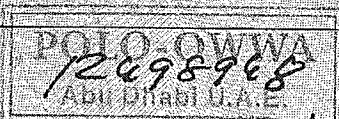
Tirahan/Address

Telepono/Telephone

Pangalan/Name

Tirahan/Address

Telepono/Telephone



20 OCT 2013

MAHALAGANG PAALAALA Important Reminders

1. Ang pasaporteng ito ay pag-aari ng Republika ng Pilipinas. Dapat itong ipakita sa sandaling hingin ng may kapangyarihang kinatawan ng Pamahalaan ng Pilipinas.

This passport is the property of the Republic of the Philippines. It must be surrendered upon demand by an authorized representative of the Philippine Government.

2. Ang pinagkalooban nito ay dapat makipagkita o makipag-ugnayan sa pinakamalapit na Pasuguan o Konsulado ng Pilipinas pagdating sa pook na patutunguhan.

The bearer should report or communicate with the nearest Philippine Embassy or Consulate immediately upon arrival at the port of destination.

3. Ang pagpapalit, pagdaragdag, o pagsira sa mga nilalaman ay mahigpit na ipinagbabawal. Anumang pagbabago na walang pahintulot ay magpapawalang-saysay sa pasaporteng ito.

Alteration, addition, or destruction of contents is strictly prohibited. Any unauthorized change will render this passport invalid.

Lagda ng pinagkalooban/Bearer's signature

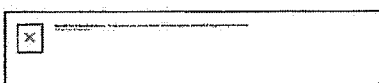
Cheryl

From: Kuldeep Bansal [kbansal@hotmail.com]
 Sent: February 5, 2014 2:54 PM
 To: cheryl@overseasimmigration.com
 Subject: FW: Confirmation: Abu Dhabi - Vancouver (YS07Z2)

This is Exhibit " HH " referred to in
 affidavit # 1 of Kuldeep Bansal
 sworn (or affirmed) before me
 on Oct. 11 2014

Date: Wed, 5 Feb 2014 23:37:14 +0100
 From: noreply@klm.com
 To: kbansal@hotmail.com
 Subject: Confirmation: Abu Dhabi - Vancouver (YS07Z2)

A Commissioner for taking Affidavits
 within British Columbia



Confirmation

My Trip

Complete your trip

Destination Guide

Flying Blue

Confirmation

Your booking is confirmed

Confirmation of your booking has been sent to you by e-mail. Your e-ticket(s) will be sent to the same e-mail address.



Important

- If your name or other personal details have been misspelt, please contact us within 24 hours of booking. [KLM Service Centre](#) In some cases, it may only be possible to make changes for a fee.
- Please make sure that you arrive at the airport on time. We suggest that you always check in online if possible. This is an easy way to avoid queues at the airport.
- KLM, like other airlines, is obliged due to Canadian legislation to provide the Canada Border Service Agency (CBSA) with passenger reservation information (PNR).
- When transferring in more than 1 country or at more than 1 airport, you may need a visa.
- All times mentioned are local times.
- Please make sure you possess all valid travel documents during your entire journey.
- Find more information about [health matters](#), [passports](#) and [visas](#) on KLM.com
 - Travelling to or from Belgium? You can travel partly by train by exchanging your flight coupon for a train ticket. Read more about [using a KLM ticket to travel by rail](#)

Any other questions?

Feel free to contact the [KLM Service Centre](#).

Your booking code

Please save your booking code. You may need to use this code in your correspondence with KLM and our partners.

Flight - Booking code

YS07Z2

Thank you for booking with KLM. We wish you a pleasant flight.

Flight summary


Flight: Abu Dhabi - Vancouver - One way
 Sun 16 Feb 14

AED 3,170.00

Departure: Abu Dhabi - Vancouver**Sun 16 Feb 14** 01:40 Abu Dhabi (Abu Dhabi Intl., United Arab Emirates)**Sun 16 Feb 14** 06:05 Amsterdam (Schiphol, Netherlands)

Class: Economy

Flight number: KL 0438

Aircraft type: Airbus A330-200 | view seat map 


Operated by: KLM

The waiting time until the next flight is 7h15

Sun 16 Feb 14 13:20 Amsterdam (Schiphol, Netherlands)**Sun 16 Feb 14** 14:20 Vancouver (Vancouver Intl., British Columbia, Canada)

Class: Economy

Flight number: KL 0681

Aircraft type: Airbus A330-200 | view seat map 

Operated by: KLM

Total travel time**24h40****Passengers****Mr Arthur Cajés (adult)** Please note that your name is spelled "ARTHUR MR CAJES" on your ticket

Date of birth	23 Sep 79
Telephone number 1	6048687777
E-mail address	kbansal@hotmail.com
Ticket number	074-2468104176

Price specification


	Adult
Price	2,040.00
Booking fee	-
Carrier-imposed international surcharge	960.00
Airport Passenger Service Charge	75.00
Airport Passenger Service Charge	40.00
Security charge	40.00
Netherlands noise isolation charge	10.00
Security tax	5.00
Price (per passenger)	3,170.00
Number of passengers	1

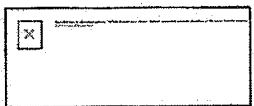
Total price for all passengers**AED 3,170.00****Total price:****AED 3,170.00**

* Some airports may charge an additional surcharge.

Ticket conditions**Departure flight : Abu Dhabi - Vancouver****Travel class** • You will be travelling in N class with fare basis NLSFWAE.**Flying Blue** • Unable to show number of miles**Total price for flights**

111

 Visa :		AED 3,170.00
Last name	bala	
Card number	*****5409	
Address	12830 80 AVE APT 203	
Postal code/ Zip code	V3W 3A8	
City of residence	SURREY	
Country	Canada	
Total price		AED 3,170.00
Flight		



Koninklijke Luchtvaart Maatschappij N.V. geregistreerd in Amstelveen, Nederland, onder handelsregisternummer 33014286.

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Koninklijke Luchtvaart Maatschappij NV (KLM), its subsidiaries and/or its employees shall not be liable for the incorrect or incomplete transmission of this e-mail or any attachments, nor responsible for any delay in receipt.

Koninklijke Luchtvaart Maatschappij N.V. (also known as KLM Royal Dutch Airlines) is registered in Amstelveen, The Netherlands, with registered number 33014286

This is Exhibit " II " referred to in
affidavit # 1 of Kuldeep Bansal
sworn (or affirmed) before me
on Oct. 11 2016

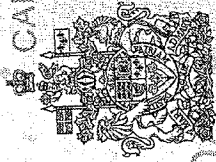
A Commissioner for taking Affidavits
within British Columbia

PROTECTED WHEN COMPLETED PROTÉGÉ UNE FOIS REMPLI - B

CANADA IMMIGRATION

BB163 483 843

U508652961

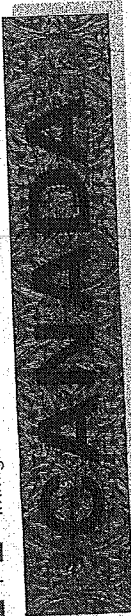


SURNAME - GIVEN NAMES - NOM DE FAMILLE, PRÉNOMS CAJES, ARTHUR		SEX - SEXE MALE
BIRTH DATE - DATE DE NAISSANCE 23 SEP 1975		
COUNTRY OF BIRTH - PAYS DE NAISSANCE PHILIPPI	COUNTRY OF CITIZENSHIP - CITOYEN DE PHILIPPI	
OFF. FILE NO. - N° DE REF. DU BUREAU W300565395	CLIENT ID. - ID DU CLIENT 9041 - 2870	
DATE SIGNED - SIGNÉ LE 16 FEB 2014	VALID UNTIL - DATE D'EXPIRATION 12 DEC 2014	EXT. NO. - CODE PROG. 00

CANADA



Citizenship and Immigration Canada
Citoyenneté et Immigration Canada



WORK PERMITS CANADA

CASE TYPE : 20 CANADA

TRAVEL DOC : PASSPORT
BONDED : NO
EMPLOYER : Mac's Convenience Store Inc. dba Subway
OCCUPATION : FOOD SERVICE SUPERVISORS
EMP LOC : CALGARY
FEE STATUS : FPA

- CONDITIONS:
1. UNLESS AUTHORIZED, PROHIBITED FROM ATTENDING ANY EDUCATIONAL INSTITUTION AND TAKING ANY ACADEMIC, PROFESSIONAL OR VOCATIONAL TRAINING COURSE.
 2. NOT AUTHORIZED TO WORK IN ANY OCCUPATION OTHER THAN STATED.
 3. NOT AUTHORIZED TO WORK FOR ANY EMPLOYER OTHER THAN STATED.
 4. MUST LEAVE CANADA BY 12 DEC 2014
 5. NOT AUTHORIZED TO WORK IN 1) CHILD CARE, 2) PRIMARY OR SECONDARY SCHOOL TEACHING, 3) HEALTH SERVICES FIELD OCCUPATIONS.

CANADA

REMARKS: *****

THIS DOES NOT AUTHORIZE RE-ENTRY.

Canada

CIC: VANCOUVER IA 5135

THIS DOCUMENT IS THE PROPERTY OF THE GOVERNMENT OF CANADA
LE PRÉSENT DOCUMENT EST LA PROPRIÉTÉ DU GOUVERNEMENT DU CANADA

IMM 1442 (03-2008) B



The Reef Restaurant (on the drive)
Inc.

113

6th March, 2014

Arthur G. Cajés

DOB – 23rd Sept, 1979

Passport Number - XX5264564

This is Exhibit " 33 " referred to in
affidavit # 1 of Kuldeep Barnal
affirmed sworn (or affirmed) before me
on Oct 11 2016
[Signature]

A Commissioner for taking Affidavits
within British Columbia

OFFER OF EMPLOYMENT FOR 24 MONTHS (LINE COOK)
LABOUR MARKET OPINION # 8062997

Dear Arthur;

After your personal interview, I am pleased to offer you the position of Line Cook with The Reef Restaurant (on The Drive) Inc. This job offer is contingent upon the issuance of your work permit by Citizenship and Immigration Canada. Please find enclosed the Labour Market Opinion for your work permit application for Canada work visa. Complete your work permit application and attach labour market Opinion and this Job Offer with it and submit it to your nearest CIC Office for the processing of you work permit as soon as possible.

Compensation and Benefit Package –

- Your wage rate will be \$12.00 per hour. You will be working 40 hours per week.
- Overtime will be paid after 40 hours/week and overtime rate will be \$18.00/hour
- This is a temporary position for the period of 24 months

Benefits –

- Paid federal and provincial statutory holidays.
- Vacation Pay – 4% of gross.

Job Duties and Responsibilities –

- Prepares a variety of meats, seafood, poultry, vegetables and other food items for cooking in ovens, grills, fryers and a variety of other kitchen equipment.
- Assumes 100% responsibility for quality of products served.
- Knows and complies consistently with our portion sizes, cooking methods, quality standards and kitchen rules, policies and procedures.
- Stocks and maintains sufficient levels of food products at line stations to assure a smooth service period.
- Maintains a clean and sanitary work station area including tables, shelves, grills, broilers, fryers, sauté burners, convection oven and refrigeration equipment.

The Reef Restaurant (on the drive)

Inc.



- Prepares item for grilling, frying, sautéing or other cooking methods by portioning, battering, breading, seasoning and/or marinating.
- Follows proper plate presentation and garnish set up for all dishes.
- Handles stores and rotates all products properly.
- Assists in food prep assignments during off-peak periods as needed.
- Closes the kitchen properly and follows the closing checklist for kitchen stations. Assists others in closing the kitchen.
- Attends all scheduled employee meetings and brings suggestions for improvement.
- Performs other related duties as assigned by the Chef or manager-on-duty.

Your performance will be reviewed after 6 months for increments and promotions.

Please contact me at (604)506-7978 for any further questions.

Yours sincerely;

Simon Cotton
Director

Arthur G. Cajés
Employee

the Reef

The Reef Restaurant (on the drive)
Inc.

- Prepares items for grilling, frying, sautéing or other cooking methods by portioning, battering, breading, seasoning and/or marinating.
- Follows proper plate presentation and garnish set up for all dishes.
- Handles stock and rotates all products properly.
- Assists in food prep assignments during off-peak periods as needed.
- Cleans the kitchen properly and follows the closing checklist for kitchen stations. Assists others in closing the kitchen.
- Attends all scheduled employee meetings and brings suggestions for improvement.
- Performs other related duties as assigned by the Chef or manager-on-duty.

Your performance will be reviewed after 6 months for increments and promotions.

Please contact me at (604) 506-7978 for any further questions.

Yours sincerely,



Simon Cotton
Director

Arthur G. Cajez
Employee

UNNAMED LABOUR MARKET OPINION
FOR SF # 8062997

Service Canada Centre # 5083
Temporary Foreign Worker Program
Harry Stevens Building, 2nd Floor
125 East 10th Avenue
Vancouver, BC, V5T 1Z3

2014-01-23

Simon Cotton
The Reef Restaurant (On The Drive) Inc.
1018 Commercial Drive
Vancouver, BC, V5L 3W9

This is Exhibit " KK " referred to in
affidavit # 1 of Kuldeep Bansal
affirmed / *sworn* (or affirmed) before me
on Oct 11 2016

A Commissioner for taking Affidavits
within British Columbia

ER ID # 428185

Application # 2013-SK-002302
Job # 2013-088050

Dear Simon Cotton:

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 2013/11/14 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).

Since you have not provided the names of the foreign worker(s) you will need to complete and submit the Foreign Worker Name template attached to this letter when you have identified your foreign worker(s). Once the necessary foreign worker information has been received by ESDC a second LMO letter will be issue for the purpose of applying for a work permit. This LMO expires on 2014/07/23. As a result, employers must provide the names of the foreign worker(s) to ESDC and have these individuals submit their work permit application(s) to Citizenship and Immigration Canada (CIC) prior to this date.

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.

117

UNNAMED LABOUR MARKET OPINION FOR SF # 8062997

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,



A. Yorke
Foreign Worker Officer
(800) 367-5693
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

UNNAMED LABOUR MARKET OPINION FOR SF # 8062997

ANNEX A

System file number: 8062997
 Service Canada Centre: 5083 - Temporary Foreign Worker Program
 Service Canada officer: A. Yorke
 Phone: (800) 367-5693 Fax: (604) 666-8920
 Opinion expiry date: 2014-07-23*

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

Employer Information

Employer ID #: 428185**
 Employer Business name: The Reef Restaurant (On The Drive) Inc.
 Employer Legal name: The Reef Restaurant (On The Drive) Inc.
 Business Phone number: (604) 568-5375
 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
Simon Cotton (primary)	(604) 506-7978		Owner

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: 6242 - Line Cook
 Number of positions: 2
 Level of education: No formal education requirements
 Language requirements:
 Oral: English
 Written: English
 Regulatory body: This occupation is not regulated.
 Duration of employment: 2 Year(s)
 Seasonal: No



UNNAMED LABOUR MARKET OPINION FOR SF # 8062997

Two-employer application (FSTP): N/A

Wage: \$ 12.00 / Hour

Benefits: 4.00% vacation pay

Hours of work: 8.00 hour(s) per day
40.00 hour(s) per week

Overtime hours: Overtime rate of \$ 18.00 / hr will be paid if employees work more than 40.00 hours per week.

Expected start date: N/A

Location(s) of employment: 1018 Commercial Drive
Vancouver
BC

Receipt number: 3078521

Total fees amount: \$ 550.00

Annex footnote: As of the date of this letter, 0 of 2 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.



Foreign Worker Name Submission for System File #: 8062997

Expiry Date: 2014-07-23*

Employer ID: 428185⁴¹⁴

Employer Fax: (604) 568-4948

Employer Name: The Reef Restaurant (Off The Drive) Inc.

Third Party Fax: (604) 572-8767

Employer Contact: Simon Cotton (primary)

Wage: \$12.00 / Hour

NOC Code and title: 6242 - Line Cook

Duration of employment: 2 Year(s)

Primary Location: 1018 Commercial Drive
Vancouver
BC

SF #8062997

[illegible]

Signature of Employer Contact **OWNER**

225
COTTON

Name of Employer Contact

W 730

Title of Employer Contact

COH-505 7978

Contact Phone Number (business hours)

3000

Date (dd-mm-yyyy)

Signature of Third Party Representative (if applicable)

Name of Third Party Representative

Date (dd-mm-yy)

Please Fax TO: (504) 556-8920.

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

TRANSMISSION VERIFICATION REPORT

121

TIME : 03/05/2014 15:18
 NAME :
 FAX :
 TEL :
 SER.# : B0J338692

DATE, TIME
 FAX NO./NAME
 DURATION
 PAGE(S)
 RESULT
 MODE

03/05 15:18
 6045668920
 00:00:16
 01
 OK
 STANDARD
 ECM

This is Exhibit " LL " referred to in
 affidavit # 1 of Kuldeep Bansal
 sworn (or affirmed) before me
 on Oct 11 2016

A Commissioner for taking Affidavits
 within British Columbia

Foreign Worker Name Submission for System File #: 8062897

Employer ID: 428185+
 Employer Name: The Reef Restaurant (Or The Drive) Inc.
 Employer Contact: Simon Cotton (primary)
 NDC Code and title: 6242 - Lites Cook
 Primary Location: 1018 Commercial Drive
 Vancouver
 BC

SF # 806 2997

Dura

Family Name	Given Name	Gender M/F	Date of Birth yyyy/mm/dd	If FW already in Canada - Immigration Status	If FW is already Res/Per Lost
CATES	ARMOUR G	M	1979/09/23	WORKER	CALGARY

Signature of Employer Contact

Title of Employer Contact

Signature of Third Party Representative (if applicable)

Please FAX TO: (604) 606-8920

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

Name of Employer Contact

Contact Phone Number (Business Hours)

Name of Third Party Representative

Cynthia Hirak

From: eTickets [eticket@greyhound.ca]
 Sent: Monday, March 17, 2014 12:39 PM
 To: cynthia@overseasimmigration.com
 Subject: Greyhound Ticket Purchase Confirmation and Itinerary (22782516)

Thank you for your online order with Greyhound. Your reference number is 22782516.

This is an auto-generated message. Please DO NOT reply to this message by email.

This ticket purchase confirmation page is NOT A TICKET.

PASSENGERS

Arthur Cajes \$98.00 Adult

CREDIT CARD BILLING ADDRESS

Kuldeep Bansal
 Overseas Immigration
 204 -12830 80 Avenue
 Surrey, BC V3W3A8
 CA
 (604) 868-7777

This is Exhibit " MRS " referred to in
 affidavit # 1 of Kuldeep Bansal
 affirmed me sworn (or affirmed) before me
 on Oct. 11 2016
[Signature]
 A Commissioner for taking Affidavits
 within British Columbia

You must print ticket(s) prior to arriving at the terminal. Please print only one ticket per page. Do not print on the back of the paper. Proceed directly to the gate. Board your bus at the following station no later than one hour prior to the scheduled departure time.

TRT ENTERPRISES
 20471 LOGAN AVE
 Langley, BC V3A4L8

PAYMENT

Subtotal: \$100.50
 Federal: \$5.03
 Provincial: \$0.00
 Total: \$105.53

Your Purchase Information:
 Billed to Visa XXXXXXXXXXXX9876.
 Restrictions: NR

TRAVEL INFORMATION

Below is your arrival and departure information, include any connecting bus transfers:

-----Trip to CALGARY, AB-----
 20/03/14 07:55PM GLC-5126 * Depart LANGLEY, BC
 20/03/14 11:55PM GLC-5004 * Arrive KAMLOOPS, BC
 21/03/14 12:20AM GLC-5004 * Depart KAMLOOPS, BC
 21/03/14 10:25AM -0 * Arrive CALGARY, AB

Note: * denotes carrier and bus schedule number.

GLC: GREYHOUND CANADA TRANS CORP

Please arrive at the station one hour prior to scheduled departure, noting the terminal hours of operation.

Seating is first-come, first-served. In case of insufficient seating capacity, passengers will be placed on succeeding schedules with available seats.

You have chosen to receive a print at home ticket. It is solely the passenger's responsibility to print tickets prior to travel.

If you did not print the ticket from the purchase page, a copy of the ticket will also be available using your reference number above approximately 15 minutes after the time of purchase at

<http://www.greyhound.ca/en/reprint.aspx?referencenumber=22782516&lastname=Cajes&zipcode=V3W3A8>

For more information, please contact our National Customer Service center. An agent may be reached via email at nationalcustomerservice@greyhound.ca or by phone at (877) 463-6446 between the hours of 8 a.m. and 5 p.m. MT Monday through Friday.

Please retain this receipt for your records. For more information about bus travel, please consult the Travel Information section of greyhound.ca. For general schedule information, call 1-800-661-8747.

Tickets are non-transferrable, and if presented for transportation by any person other than the one for whom it was originally purchased, will be void and may be confiscated by a Greyhound agent or authorized employee of any bus carrier for which the ticket is issued.

Thank you for choosing Greyhound.

Please visit these other websites for your additional travel needs:

Greyhound Courier Express - for shipping services across Canada <http://www.shipgreyhound.ca>

Greyhound Lines - for travel across the United States <http://www.greyhound.com>

Greyhound Package Express - for shipping services across the United States
<http://www.shipgreyhound.com>

**COMPLETED**1
SEARCH2
SELECT3
PURCHASE4
COMPLETED

IMPORTANT! PLEASE READ:

-Do not invoice as new ER.

Tickets (One Way)

1 Adult \$98.00

Sub-Total \$100.50

Adjustments

Service Charge \$2.50

Taxes

Federal \$5.03

Provincial \$0.00

Grand Total \$105.53**TRT ENTERPRISES** [Show Map](#)20471 LOGAN AVE
Langley, BC V3A4L8
7:00 AM - 6:00 PM**CALGARY TERM** [Show Map](#)**GREYHOUND CA**
850 - 16TH ST SW
Calgary, AB T3C3V7

ERROR: rangecheck
OFFENDING COMMAND: readhexstring

NBTA 0047

0500129200686669

FROM: LANGLEY BC DEP: 20Mar14 07:55p
 TO: KAMLOOPS BC SCHED 5126
 QW ADULT

NO REFUND, SUBJECT TO A FEE, IF VALID FOR EXCHANGE
TICKET VALID FOR SCHEDULE 5126/20Mar14 ONLY

FARE	\$98.00	CONF#:	2278251601	
TAX	\$5.03	08900	CANADA	INTER
TOTAL:	\$103.03	17Mar14	01:39p	
VISA			CINTERNET6	
VI/VI		TKT ORIG:	LANGLEY	BC
MILES:	197 574	TKT DEST:	CALGARY	AB
COUPON	01 OF 02	TARIFF:	EXO43RG	
0003363	050 01	29	20068666	9

NO REFUNDS OR EXCHANGES EXCEPT AS PROVIDED HEREIN. ANY
DUPLICATION OR ALTERATION OF THIS TICKET IS STRICTLY
PROHIBITED AND SHALL SUBJECT THE BEARER TO PROSECUTION.



-PLEASE FOLD HERE. DO NOT CUT or TEAR.

[illegible]

- TICKETS ARE NON-TRANSFERABLE AND VALID ONLY ON THE DAY OF TRAVEL LISTED ABOVE. Print ticket(s) at home or work, proceed directly to the gate.
- Each passenger must present a ticket and a valid Photo ID to board the bus.
- Please arrive at the station one hour prior to scheduled departure.
- Seating is first-come, first-served. In case of insufficient seating capacity, passengers will be placed on succeeding schedules that have available seats.
- You have chosen to receive tickets by email. It is solely the passenger's responsibility to print tickets in advance of travel.
- For other questions, please contact our National Customer Service Center. An agent may be reached via email at nationalcustomerservice@grayhound.ca or by phone at 877-463-6446 between the hours of 0800 and 1700 MT Monday - Friday.

128

NBTA 0047

BOARDING #:20
CAJES ARTHUR
21Mar14 12:20a
SCHD: GLC 5004

COUPON ORIG
KAMLOOPS BC
COUPON DEST
CALGARY AB
TKT DEST
CALGARY AB
CONF#: 2278251601
17Mar14 01:39p
SOLD AT: 08900
1 2 3 4 5 6 7



GREYHOUND CANADA TRANS CO
FROM: KAMLOOPS BC DEP: 21Mar14 12:20a
TO: CALGARY AB SCHED 5004
OW ADULT

NO REFUND, SUBJECT TO A FEE, IF VALID FOR EXCHANGE
TICKET VALID FOR SCHEDULE 5004/21Mar14 ONLY

FARE	\$98.00	CONF#: 2278251601
TAX	\$5.03	03900 CANADA INTER
TOTAL:	\$103.03	17Mar14 01:39p
VISA		CINTERNET6
VI/VI		TKT ORIG: LANGLEY BC
MILES:	377 574	TKT DEST: CALGARY AB
COUPON	02 OF 02	TARIFF: EXO43RG
0006437	050 02	29 20068666 9

NO REFUNDS OR EXCHANGES EXCEPT AS PROVIDED HEREIN. ANY
DUPLICATION OR ALTERATION OF THIS TICKET IS STRICTLY
PROHIBITED AND SHALL SUBJECT THE BEARER TO PROSECUTION.



0500229200686669

-----PLEASE FOLD HERE. DO NOT CUT or TEAR-----

TERMS AND CONDITIONS OF CARRIER LIABILITY. LIABILITY IS LIMITED TO \$1500.00 for loss or damage to baggage or contents unless higher value is declared at the time of shipment by the shipper. No claim will be considered unless notice in writing is received within 90 days after the date of shipment for transportation by the Carrier. If such maximum value is \$2500.00. Liability for delay is limited to a refund of express charges. Claims for consequential loss resulting from loss, damage, misdelivery, failure to deliver, or delay shall not exceed the maximum liability of the Carrier. CLAIMS. Subject to tariff regulations. Shipments must meet packaging regulations of the Carrier which also includes the handling and packaging of Dangerous Goods. REGISTERED MAILS involve but are not limited to Cash, negotiable securities, Bonds or similar. CARRIER'S POLICY. NOTICE TO PASSENGERS. Express liability limited to \$1500.00 for loss or damage to baggage or contents unless higher value is declared at the time of shipment by the passenger. LIABILITY MAY BE INCREASED to a maximum of \$15,000.00 in payment of \$1,000.00 for each additional \$1000.00 of valuation. Passenger carrier will be responsible only for any transportation on its own lines in accordance with tariff regulations and restrictions and assumes no responsibility for any extra or excessive charges occurring on other carriers. BAYBORN RESTRICTIONS. Note that express baggage and overnight restrictions apply, please consult with your local Greyhound ticketing agent for details.

IMPORTANT INSTRUCTIONS:

- TICKETS ARE NON-TRANSFERABLE AND VALID ONLY ON THE DAY OF TRAVEL LISTED ABOVE. Print ticket(s) at home or work, proceed directly to the gate.
- Each passenger must present a ticket and a valid Photo ID to board the bus.
- Please arrive at the station one hour prior to scheduled departure.
- Seating is first-come, first-served. In case of insufficient seating capacity, passengers will be placed on succeeding schedules that have available seats.
- You have chosen to receive tickets by email. It is solely the passenger's responsibility to print tickets in advance of travel.
- For other questions, please contact our National Customer Service Center. An agent may be reached via email at nationalcustomerservice@greyhound.ca or by phone at 877-463-6446 between the hours of 0800 and 1700 MT Monday - Friday.

Greyhound

SERVICES & ROUTES | DEALS & DISCOUNTS | TICKETS & TRAVEL INFO | COMPUTER QUICKLINK | NEW BUSES | ABOUT GREYHOUND | NEW SYSTEM | CONTACT US

SELECT SERVICE ALERT: 1 SEARCH 2 SELECT 3 PURCHASE 4 FORNITED

MODIFY SEARCH

SELECT A DEPARTURE: THURSDAY, MARCH 20, 2014 [Need Help?](#)

Departure: Langley, BC
Arrival: Calgary, AB

Departure	Arrival	Travel Time	Transfers	ADVANCED PURCHASE	YER ONLY FARE	STANDARD FARE	REFUNDABLE
07:25 AM Thu, 03/20 + SCHEDULE DETAILS	10:45 PM Thu, 03/20	14H, 20M	2	<input type="radio"/> \$79.00*	<input type="radio"/> \$98.00	<input type="radio"/> \$119.00	<input type="radio"/> \$119.00
11:10 AM Thu, 03/20 + SCHEDULE DETAILS	05:40 AM Fri, 03/21	17H, 30M	2	<input type="radio"/> \$79.00*	<input type="radio"/> \$98.00	<input type="radio"/> \$119.00	<input type="radio"/> \$119.00
07:55 PM Thu, 03/20 + SCHEDULE DETAILS	12:25 AM Fri, 03/21	12H, 30M	1	<input type="radio"/> \$79.00*	<input type="radio"/> \$98.00	<input type="radio"/> \$119.00	<input type="radio"/> \$119.00
09:00 PM Thu, 03/20 + SCHEDULE DETAILS	05:40 PM Fri, 03/21	20H, 50M	1	<input type="radio"/> \$79.00*	<input type="radio"/> \$98.00	<input type="radio"/> \$119.00	<input type="radio"/> \$119.00

☐ Express Reservation
All schedule times are based on local time zones.

*Online Discount Applied

[REQUEST SEARCH](#) [CONTINUE](#)

This is Exhibit NN of Kurdeep Bernal
affidavit # 1 sworn (or affirmed) before me
on Oct 11 2014

A Commissioner for taking Affidavits
within British Columbia

राहदानी बाहकलाई रोक्दोक नगरी सरासर जाल दिन तथा
परिआएको बेलामा चाहिदो मद्दल र संरक्षण प्रदान गरिदिन
सरोकारवालाहरूसँग श्री ५ को सरकारको नाममा परराष्ट्र
मन्त्रालय अनुरोध गर्दछ ।

The Ministry of Foreign Affairs request and require
in the name of His Majesty's Government of Nepal
all those whom it may concern to allow the bearer to
pass freely without let or hindrance, and to afford him
or her every assistance and protection of which he or
she may stand in need of.

नेपाल अधिराज्य / KINGDOM OF NEPAL साधारण नेपाली राहदानी / ORDINARY NEPALESE PASSPORT

राहदानी नम्बर / PASSPORT NO.	
2502131	
वाहकको नाम / Full Name	
MR. BISHNU BAHADUR KHADKA	
ठेगाना / Address	
Jagat Bhanjyang - 4, Syangja	
जन्मस्थान / Place of Birth	लिंग / Sex
Nepal	M
व्यवसाय / Profession	
Farming	
जन्ममिति / Date of Birth	जारी स्थान / Place of Issue
28 Mar, 1981	At Syangja



वैध रहने मिति / Valid Until
06-03-2015
जारी मिति / Date of Issue
07-03-2005
श्री ५ को सरकारको नाममा जारी गरिएको
Issued under the seal of His Majesty's Government of Nepal
[Signature]
For Chief District Officer
District Office, Issuing Authority
Ministry of Foreign Affairs



11

306

पुणे पोलीस
WISAS

9667/1086

03 SEP 2020

Departure

S.No. 1284951

Flight No.

Signature

Date

10

पुणे पोलीस

Arrival

S.No. 521528

Name

Flight No.

Signature

Date

03 SEP 2020

ARRIVED

ez prolonger votre
 tel. Afin de recevoir
 formulaire A
 il cette

présent document. Veuillez
 1-888-576-8302

BEFORE the expiry date of
 your document before the old
 numbers.
 your own protection, you
 include your client
 number.

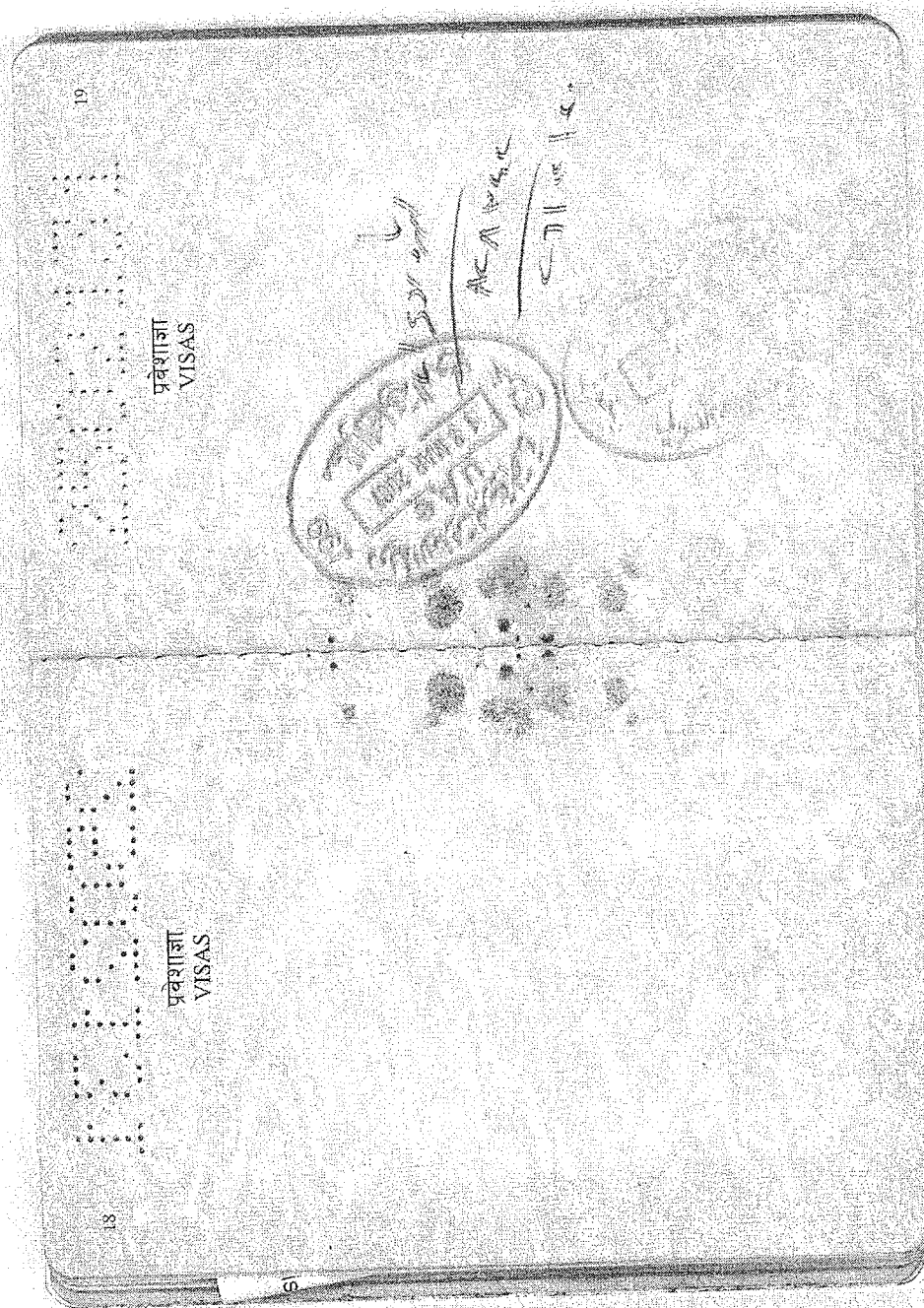
12

SASIA
 Jelleber

2016 04 14

13 AL 4014

2724286



31

प्राप्ति
VISAS

Arrival	
S.No. 57761	
Nepal Immigration	
Flight No.	
Signature	
Date	

7 MAY 2007

प्राप्ति
VISAS

Departure	
S.No. 55532	
Nepal Immigration	
Flight No. 49534	
Signature	
Date 15-12-09	

Arrival	
S.No. 614	
Nepal Immigration	
Flight No. 531	
Signature	
Date 15-11-13	

NEPAL IMMIGRATION

15 NOV 2013

ARRIVED (AS)

NEPAL IMMIGRATION

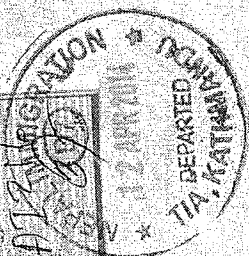
20 JAN 2007

30

35

प्रवेशाज्ञा
VISAS

Date of Birth: 08/08/42
 Sino: 112
 Passport Number: 0121106
 Signature: [Signature]
 Enter: [Stamp]



347149770C

प्रवेशाज्ञा
VISAS

41

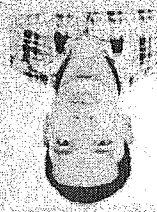
Residence Permit becomes invalid if holder resides out of the U.A.E. for more than six months.

Stamp



2013/10/19

Issued Date: 2010/10/20
 Sponsor: KARBEEM TRADING - P. L. C.
 Profession: WAITER
 Name: BISHNU BAHADUR KHADKA
 Passport No: 2502131
 File: 201/2010/2239285
 U.A.E. No:



DUBAI



دولة الامارات العربية المتحدة
 UNITED ARAB EMIRATES
 استوفيت الرخصة

RESIDENCE

Arrival
 No. 3312131
 Entry No.
 Signature
 Date: 10 JAN 2012
 VISAS



40

43



Government of Nepal
Ministry of Foreign Employment
Foreign Employment Permit

2502131

S.No: **1545176**

ma's convenience

Employer Name: Canada

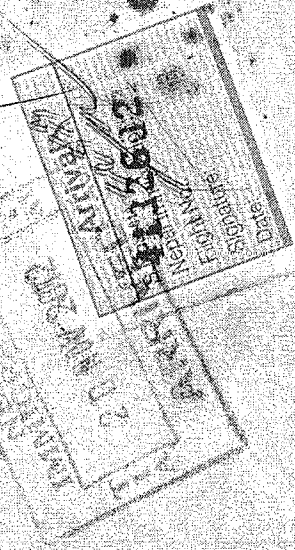
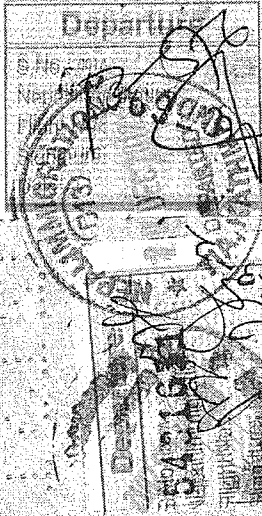
Country Name: cashier

Profession: 2013-12-02 2 years

Approval Number: 007300663 (Ind)

Validity of the Permit: SHANUBAHADUR KHADKA

Authorized Signature:

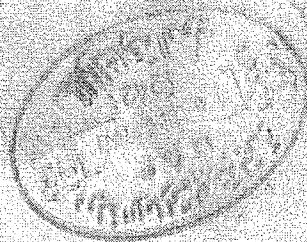


42

47



प्रवेशाज्ञा
VISAS



UNITED ARAB EMIRATES

RESIDENCE

استوفيت الرسوم



دولة الإمارات العربية المتحدة

إقامة

جديد

الرقم الموحد:

جهة الاصدار: دبي

201/2007/2304699

الاسم: بيشنو بهادر كهادكا

رقم الجواز: 2502131

عدد المرافقين:

المهنة: نادل طعام

الكفيل: كافيه عافانا فرع

تاريخ الانتهاء: 2010/09/04

تاريخ اصدار الإقامة: 2007/09/02



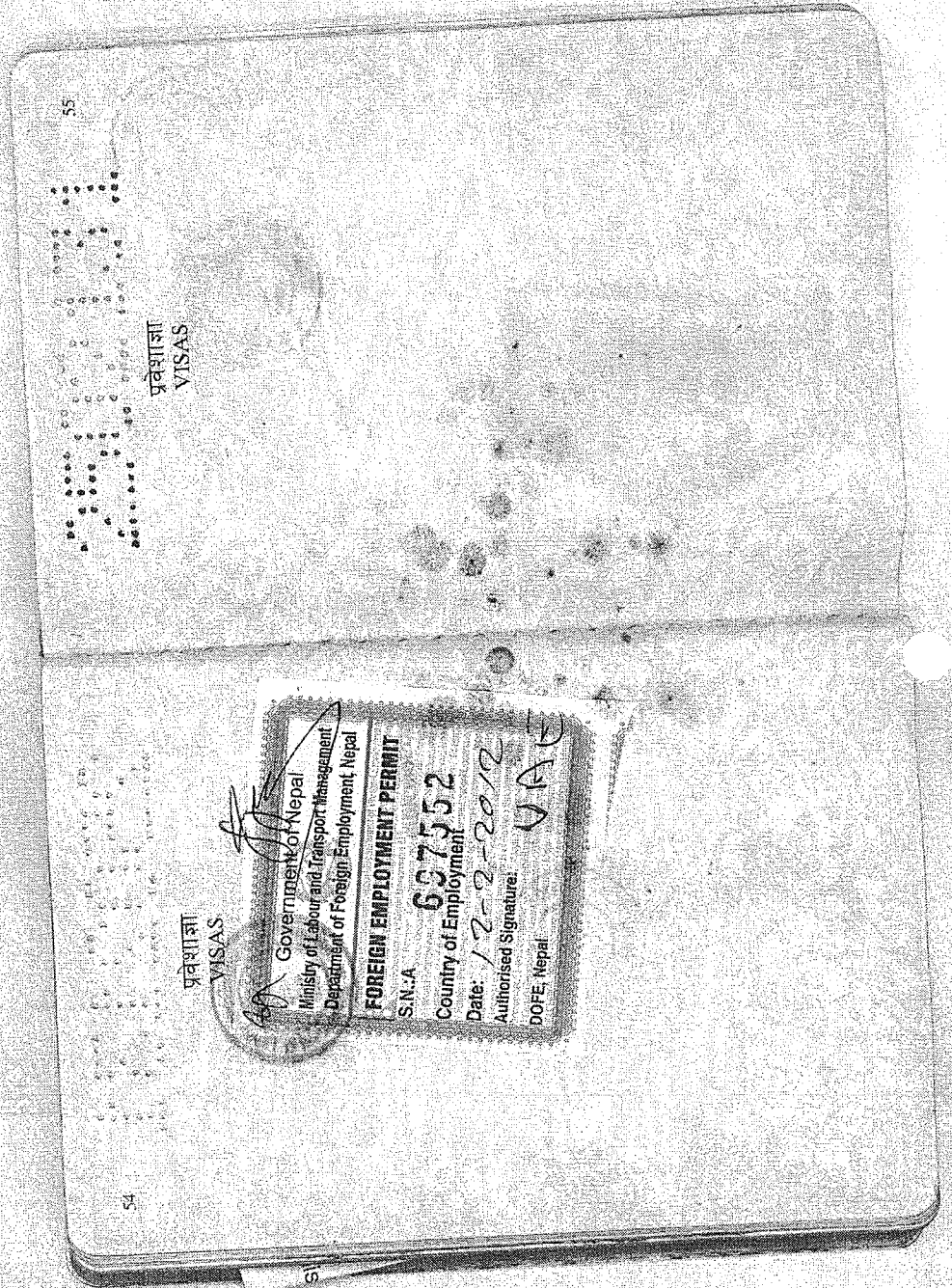
التوقيع:

تعتبر الإقامة لاغية إذا تجاوز حاملها الإقامة خارج دولة الإمارات مدة ستة أشهر.

Residence Permit becomes invalid if bearer resides out of the U.A.E. for more than six months.

46

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57

FOREIGN EXCHANGE FOR TRAVELLING EXPENSES

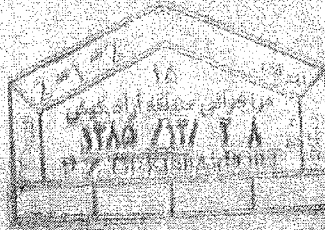
No entries to be made on this page except by authorised

Bank or Travel Agency.

Date	Serial number of Exchange Control Application Forms	Amount issued	Stamp of Bank or Travel Agent-issuing Foreign Exchange
2019-06-11	CAD cash	1000 only	

विज्ञापन
VISAS

Government of Nepal
FOREIGN EMPLOYMENT PERMIT
S.N.: 603256
Department of Labour
and Employment Regulation, Nepal
Country of Employment: VAE
Date: 09-03-07
Authorised Signature: 



56

RECEIVED

MAY 24 2012

CURRICULAM VITAE

PLACED

PAID NOV 30/12

Employer: MAC S

LMO #: 2920349

LMO Expiry: 2034-15

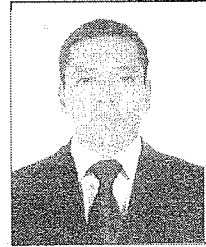
Bishnu Bahadur Khadka

Dubai-UAE

Phone: +971-55 6679162, +971 4 3414644

Email: bishnukhadka851@yahoo.com

bishnukhadka851@yahoo.com

**Objective:**

To become a successful professional in my field, to work in a creative and challenging environment where there is scope for upgrading my skills and knowledge so I can contribute to the organization.

Work Experience:

- ✦ Company : Azadea Group of Co. ① 556679162
 Title : Waiter
 Duration : 2010 to till date ② 562872981
 Location : The mall of Emirates-Dubai
- ✦ Company : Bin Hendi Co. LLC
 Title : Waiter & Barista
 Duration : 2007 to 2010
 Location : Japengo Belladona- Dubai
- ✦ Company : Hotel View Brikuty
 Title : Supervisor
 Duration : 2003 to 2006
 Location : Kathmandu - Nepal
- ✦ Company : Hotel The Golden Resort
 Title : Waiter
 Duration : 2001 to 2002
 Location : Mumbai- India

Academic Qualification:

Qualification	University/Board	Year	Division
Intermediate (10+2)	Tribhuvan University-Nepal	2000	II
S.L.C	Sri Mahendera Secondary school-Nepal	1998	III

Interest & Hobbies

- ❖ Interest in social service
- ❖ Visiting new places.

This is Exhibit "CO" referred to in

affidavit # 1 of Kuldeep Banskul

sworn (or affirmed) before me

on Oct. 11 2016

Training Course:

- ❖ Food & Hygienic Course organized by Dubai Municipality from 2007 & 2010.
- ❖ English Speaking Course from Nepal.
- ❖ Computer Basic course from Nepal & Dubai.

Achievements:

- ❖ Awarded for **Outstanding performance and lasting contribution** in 2007 by Bin Hendi Co. Dubai.
- ❖ Awarded for **The Best Service Excellency** and keeping service standard high in 2010 by Bin Hendi Co. Dubai.
- ❖ Awarded for **Food & Beverage Ambassador** in 2012 By Azadea Group Of Co. Dubai.

Strengths:

- ❖ Good interpersonal communication skills.
- ❖ Quick learner and excellent team player having the ability to meet deadlines and work under pressure.
- ❖ Positive attitude, work oriented and professionalism.

General Qualities:

- ❖ Good communication, Presentation and Interpersonal skills.
- ❖ Hard working and determined, flexible in variations of duties and responsibilities.

Personal Details:

Father's Name	:	Mr. Khum Bahadur Khadka
Date of Birth	:	28 th March, 1981
Sex	:	Male
Marital Status	:	Married
Hobbies	:	Cricket, Listening music
Languages Known	:	English, Hindi, Nepali

Passport Detail:

Nationality	:	Nepali
Passport No	:	2502131
Date of Expiry	:	06/03/2015
Visa Status	:	Employment visa

Declaration:

I Hereby Confirm That All The Information Given Above Are Correct To The Best of My Knowledge And Will Be Considered True And Genuine.

Bishnu Bahadur Khadka

This is Exhibit "PP" referred to in
 affidavit # 1 of Kuldeep Bansal
 affirmed sworn (or affirmed) before me
 on Oct. 11 2016

EMPLOYMENT CONTRACT

The Employer: Mac's Convenience Store Inc.
 Business Name (if a Business, provide key business
 contact under last name/first name):

Geoff Higuchi

Last Name : Higuchi

First Name: Geoff

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

Phone Number: 604-590-5352

Fax Number: 604-590-3569

Email Address: geoff.higuchi@macs.ca

A Commissioner for taking Affidavits
 within British Columbia

The Employee: Bishnu Bahadur Khadka

Last Name: Khadka

First Name: Bishnu Bahadur

Home Address: Dubai UAE

Phone Number: 971556679162

Fax Number: _____

Email Address: bishnukhadka851@yahoo.com

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): See attached job description.

Work Schedule

4. The EMPLOYEE shall work 37.5 hours per week. He/she shall be paid overtime for any hours of work exceeding 44 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 2 day(s) off per week, on
days off vary.

Job Description - Cashier

- Greet customers
- Operate cash register
- Scan items
- Process money, cheques, credit/debit card payments
- Tabulate total payment for goods or services required
- Wrap or place merchandise in bags
- Receive payment for goods and services
- Calculate daily/shift payments received and reconcile with total sales
- Stock shelves and clean counter area

7. The EMPLOYEE shall be entitled to 04% 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 \$11.40 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. UAE to Calgary AB to Home Country (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 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 2012-12-07

and at: UAE

The Employee Bishnu Bahadur Khadka

Date 2012-12-07

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

2013-04-11

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

This is Exhibit " QQ " referred to in
affidavit # 1 of Ruldeep Bernal
affirmed *sworn* (or affirmed) before me
on Oct. 11 2012

A Commissioner for taking Affidavits
within British Columbia

ER ID # 256202

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,

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.

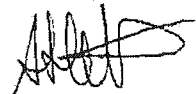
Also note that, in addition to providing CIC with a copy of this opinion, CIC expects the foreign national to submit a copy of the employment contract signed by the employer and the foreign national prior to issuing the work permit. The wages and working conditions outlined in the employment contract 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 Andrew MacGregor
Foreign Worker Officer
(800) 418-4446
http://www.hrsdc.gc.ca/eng/workplaceskills/foreign_workers/index.shtml

LABOUR MARKET OPINION CONFIRMATION FOR # 7920349**ANNEX**

System file number: 7920349
Service Canada Centre: 4745 - Foreign Worker Recruitment Branch
Service Canada officer: Andrew MacGregor
Phone: (800) 418-4446 Fax: (780) 495-2738
Opinion expiry date: 2013-04-17*

* 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)

<u>Contact Name</u>	<u>Contact Phone</u>	<u>Other Phone</u>	<u>Job Title</u>
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.

<u>Name of Representative</u>	<u>Phone</u>	<u>Fax</u>	<u>Job Title</u>
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 # 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 Stream for Lower-Skilled Occupations (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, 34 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.

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 ie constitute the TFWs' primary location of work.

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).

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

2013-04-11

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 7920349.

Employer ID #: 256202
Employer Business name: Mac's Convenience Store Inc. dba Subway
Employer Legal name: Mac's Convenience Store Inc.
System file number: 7920349
Opinion expiry date: 2013-04-17*

* 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

Alameh
Aguilar
Zafar
Win
Dahal
Redge
Delfin
Ghimire
Tamang
Tandukar
Singh

First name

Senan
Maria Theresa M.
Muhammad Ahmad
Patricia
Kiran
Lutes Ronnie
Raymundo D. S.
Raj
Rakesh
Ashok
Dipak Jung Bahadur

VARIOUS
LOCATIONS

CALGARY
AB.

LABOUR MARKET OPINION CONFIRMATION FOR # 7920349

Faroque
 Bahadur BK
 Khadka
 Lama
 Jia
 Gatan
 Adhikari
 Olatunji
 El Den Hassan
 Bhandari
 Abad IV
 Biplob
 Chettri
 Salvador
 Alibarbar
 Karunanayake
 Bimali
 Timalisina
 Ali
 Mohamed Razeek
 Belen
 De Jesus
 Hasan

Omar
 Krishna
 Bishnu Bahadur
 Laxu
 Xiyan
 Caroline Felix
 Sudip
 Ilesanmi Ezekiel
 Mohamed Salah
 Ishwari Prasad
 Ignacio Vibora
 Mohammad
 Subin
 Divine Tungal
 Karylle Tolentino
 Nirosha Dilanthi
 Manoj
 Bhimsen Prasad
 Imran
 Mohamed Fazlan
 Kathryn Umali
 Dexter Amigo
 Mehedi

0
 0
 0
 0
 0
 0
 0

BISHNU KHADKA. 157


Cynthia Hirak

From: Cheryl [cheryl@overseasimmigration.com]
Sent: Thursday, November 14, 2013 9:35 AM
To: 'Cynthia Hirak'
Subject: FW: doc

JULY 29 / 13.

Kind Regards,

Cheryl Bodie
cheryl@overseasimmigration.com
Overseas Immigration
#204 - 12830 80th Avenue
Surrey, British Columbia
V3W 3A8
Tel: 604-572-7786
Fax: 604-572-6767
T. Free: 1-888-572-0077

This is Exhibit " RR " referred to in
affidavit # 1 of Kuldeep Bansal
affirmed sworn (or affirmed) before me
on Oct - 11 2016

A Commissioner for taking Affidavits
within British Columbia

From: Bishnu Khadka [mailto:bishnukadka181@yahoo.com]
Sent: November 14, 2013 8:15 AM
To: Cheryl
Subject: Re: doc

hi chery I am leaveing dubai tomorrow. I cancelled my visa and I am not comming back dubai.so
please make ticket from nepal to canada.my mobile no. in nepal is 009779843237772 thank you.

On Tuesday, November 12, 2013 11:30 PM, Cheryl <cheryl@overseasimmigration.com> wrote:
Hi Bishnu,

Thanks so much for the attachments, I have sent them on to Cynthia.

Kind Regards,

Cheryl Bodie
cheryl@overseasimmigration.com
Overseas Immigration
#204 - 12830 80th Avenue
Surrey, British Columbia
V3W 3A8
Tel: 604-572-7786
Fax: 604-572-6767
T. Free: 1-888-572-0077

From: Bishnu Khadka [mailto:bishnukadka181@yahoo.com]
Sent: November 12, 2013 11:20 AM
To: Cheryl@overseasimmigration.com
Subject: Fw: doc

This is Exhibit " SS " referred to in
 affidavit # 1 of Kuldeep Bansal
 sworn (or affirmed) before me
 on Oct. 11 2016

[Signature]
 A Commissioner for taking Affidavits
 within British Columbia

22 JAN. 14

Bishnu called and
 informed he was in
 an accident and is in the
 hospital now, he is still
 concerned about his
 air ticket but would
 like to take a 1 month
 rest before flying
 End of Feb for air
 ticket. It has been
 6 months since his
 visa was approved
 and 2 months since
 account was finalised.

Bishnu Khadka

21/03 - switched to
 Departure Airport:
 Kathmandu




Destination: CSK
Calgary / VANCOUVER

Date of Request
 Travel: 2/28/14

This is Exhibit " TT " referred to in
 affidavit # 1 of Kuldip Bansal
 sworn (or affirmed) before me
 on Oct 11 2016
[Signature]

159

CheapOair.com

Customer Information			
Traveler:	Bishnu Bahadur Khadka	Email:	kbansal@hotmail.com
Phone:	604-868-7777		
Booking #:	20741720	Booked on:	Tue, Mar 25, 2014
Trip Summary			
Flight Summary			
From:	Kathmandu, NP (KTM)	Depart:	Sat, Apr 12, 2014 03:40 pm - 11:55 am (+1 day) (2 Stops)
To:	Vancouver, BC, CA (YVR)	Select Seats	
Traveler Name	Ticket Number	Meal Preference	Special Request
Khadka, Bishnu bahadur (Adult)	—	Any meal	—
Disclaimer: All special requests, meal preferences, seat requests are not guaranteed. You must contact your airline to reconfirm that they have received this request and confirmed it.			
Booking Number: 20741720			
Departing Flight - Saturday, Apr 12, 2014			
 Air India Flight 216 Airbus Jet 321 Jet Select Seats	From Kathmandu (KTM) 03:40pm - Apr 12, Sat	To New Delhi IGI (DEL) 05:00pm - Apr 12, Sat	Nonstop Coach
ⓘ Connecting flight wait time 10 hours 15 minutes			
 Air China Flight 948 AIRBUS INDUSTRIE 330 JET Jet Select Seats	From New Delhi IGI (DEL) 03:15am - Apr 13, Sun	To Beijing Capital (PEK) 12:25pm - Apr 13, Sun	Nonstop Coach
 Air China Flight 7451 Boeing 767-300 Jet Select Seats	From Beijing Capital (PEK) 04:05pm - Apr 13, Sun	To Vancouver (YVR) 11:55am - Apr 13, Sun	Nonstop Coach
Operated by Air Canada			
Flight Duration: 19hr 05min		Layover Time: 13hr 55min	
Total Trip Time: 33hr 00min			
Baggage Fees : Most airlines now impose baggage fees. Please click the Baggage and Carry On Fees link for complete details and			

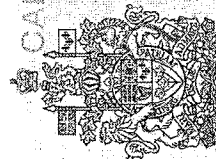
click to check [fare rules](#).

Please note: As Airlines have frequent schedule changes, please call the Airline 24 hours before departure to reconfirm your flight details. [Airline Phone Numbers](#)

Your ticket is **NON-REFUNDABLE**. For any changes to dates or routing, please call our Customer Service. These changes may have airline penalty and our fees. Some flights may be completely NON CHANGEABLE even with an airline penalty.

Passport / Visa : For international travel, all passengers must be in possession of valid travel documents such as ticket, passport, visas, transit visas, Schengen Visas and all other entry permits. Your passport must be valid for 6 months after your return date. While sometimes we may be able to assist with visa and passport information, it is solely the responsibility of the passenger(s) to arrange for all documents needed to enter the country you are traveling to, or passing through in transit.

- [US Passport Holder Information](#)
- [Canadian Passport Holder Information](#)
- [Other Passport Holder](#)



CANADA

IMMIGRATION

BB164 163 974

WORK PERMIT - CANADA

CASE TYPE : 20

TRAVEL DOC : NO
EMPLOYER : MAC'S CONVENIENCE STORE INC. DBA SUBWAY
OCCUPATION : CASHIERS
EMP LOC : B.C. REG
FEE STATUS : FPA

- CONDITIONS:
1. UNLESS AUTHORIZED, PROHIBITED FROM ATTENDING ANY EDUCATIONAL INSTITUTION AND TAKING ANY ACADEMIC, PROFESSIONAL OR VOCATIONAL TRAINING COURSE.
 2. NOT AUTHORIZED TO WORK IN ANY OCCUPATION OTHER THAN STATED.
 3. NOT AUTHORIZED TO WORK FOR ANY EMPLOYER OTHER THAN STATED.
 4. MUST LEAVE CANADA BY 12 APR 2016

SURNAME, GIVEN NAMES - NOM DE FAMILLE, PRÉNOMS	
KHADKA	BISHNU BAHADUR
BIRTH DATE - DATE DE NAISSANCE	SEX - SEXE
23 MAR 1981	MALE
COUNTRY OF BIRTH - PAYS DE NAISSANCE	COUNTRY OF CITIZENSHIP - CITOYEN DE
NEPAL	NEPAL
OFF FILE NO. - N° DE RÉF. DU BUREAU	CLIENT ID. - ID DU CLIENT
	9019 - 0176
DATE SIGNED - SIGNÉ LE	VALID UNTIL - DATE D'EXPIRATION
13 APR 2014	12 APR 2016
EXT. NO. - CODE PROGRAM	
00	

CANADA



This is Exhibit " UU " referred to in affidavit # 1 of Kuldeep Bansal sworn (or affirmed) before me on Oct 11 2016

A Commissioner for taking Affidavits within British Columbia

REMARKS: REPLACES J508-06459 AS THE EXPIRY DATE WAS INCORRECT.

THIS DOES NOT AUTHORIZE RE-ENTRY.

Canada

UIC: VANCOUVER IA 5135

THIS DOCUMENT IS THE PROPERTY OF THE GOVERNMENT OF CANADA
LE PRÉSENT DOCUMENT EST LA PROPRIÉTÉ DU GOUVERNEMENT DU CANADA

IMM 1442 (03-2008) B



Date: 15-APR-2014

Protected B

Social Insurance Number (SIN):
931-260-103 expires on: **12-APR-2016**

Names on the SIN record

First Name: **BISHNU**
Middle Name(s): **BAHADUR**
Family Name(s): **KHADKA**

Address: **204 - 12830 80 AVE**
SURREY BC V3W 3A8

Protect your SIN; it is confidential

Keep all documents containing your SIN in a safe place.

Use of your SIN

You are required to provide your SIN to your employer within three days of receiving it. Also, some programs and/or services authenticate a person's identity using data on the SIN record; ensure you are using the names as shown above.

If your SIN begins with the number 9


You must present a valid proof of authorization to work in Canada to your employer. Your SIN record must always be updated to reflect the most recent expiry date.

For more information, visit our Web site:

www.servicecanada.gc.ca

Date Modified: 2013-11-04

This is Exhibit " VV " referred to in
affidavit # 1 of Kuldeep Bansal
affirmed sworn (or affirmed) before me
on Oct. 11 2016


A Commissioner for taking Affidavits
within British Columbia

**EDLYN TESORERO**

Mobile: 0509767822

Email: denvl0728@gmail.com

Flat 102 Al Norr Building, Old Pakistani

Consulate Area Bur Dubai, Dubai

This is Exhibit " WW " referred to in
 affidavit # 1 of Kuldeep Bernal
 affirmed by sworn (or affirmed) before me
 on Oct -11 2016

[Signature]
 A Commissioner for taking Affidavits
 within British Columbia

Objective:

Willing a challenging and rewarding position where in my professional level of experience will benefit the company and me as well.

Summary of Qualifications:

- Outstanding guest/employee relations and communication skills.
- Extraordinary time management and organizational skills.
- Superb proactive attitude to work.
- Strong ability to promote superior quality customer service, cleanliness and safety.
- Strong ability to solve practical problems effectively with internal and external customers.
- Ability to calculate figures and amounts, proportions, percentages, and volumes to track inventory, controls and restaurant financial statements.

Work Experiences:**M.H. Alshaya LLC****Pinkberry Dubai****Supervisor****January 2012 – up to present**

- Manage shifts , give break times and perform daily store operation procedure.

- Creates and Booked LPO, ordering , follow-up orders from suppliers.
- Send daily reports, invoices, and pettycash.
- Perform daily , weekly and monthly inventory, calculating and maintaining Food cost, maintaining record for audit purposes and monitors daily mark outs.
- Monitors health and safety standards, by completing daily store checklist concerning it.
- Perform daily team member assessment to main high standard of customer service.
- Cash handling, Sales report, Weekly business summary, cash spots checks.

Mirage Gulf Trading LLC.
Coldstone Creamery /Tim Hortons Dubai
Supervisor
December 2007-December 2011

- Scheduled and trained employees and ensured proper coverage.
- Checked restaurant on daily basis to ensure cleanliness, high quality food and food presentation.
- To inform about daily events, conducted pre-shift meetings of employees.
- Supervised check or credit policies and procedures and cash handling.
- Regularly greeted customers, took reservations, served food and beverages and maintained the reservation book if necessary.
- Made sure that side work duties were complete and tables were properly set before, during and after opening hours.
- Responsible for performing other related duties as assigned.

Tropical Hut Hamburger- Philippines
Supervisor
November 2004 until December 2007

- Handles shift on a daily basis, monthly and weekly inventories.
- store in charge and reports directly to Area Manager in any store related issues,

Pizzahut –Philippines
Waitress cum Receptionist
April 2001- January 2003

- Front liner, assist costumer for dine in.
- In charge for restaurant reservations for function and meetings.

Dunkin Donuts- Philippines
Cashier
November 2000- Feb 2001

- Cash handling
- Daily sales report
- Daily product inventory/wastages
- Customer service

Greenwich Pizza-Philippines**Cashier/ Crew****May 1999- October 1999**

- Order taker
- Cash handling
- Execute customer service and does other crew related job.

Computer Literate, Excellent Interpersonal and Communication skills, reliable, hardworking, analytical, and Excellent Customer Service.

Educational Background:**NATIONAL COLLEGE OF BUSINESS ADMINISTRATION****Major in Computer Management****Quezon City, Philippines****March 2004****Personal Information**

Nationality:	Filipino
BirthDate:	July 28, 1981
Civil Status:	Single
Visa Status:	Residence Visa

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

2 April 2013

Edlyn Pama Tesorero
Dubai UAE

This is Exhibit " XX " referred to in
affidavit # 1 of Kuldeep Bansal
sworn (or affirmed) before me
on Oct - 11 2016


A Commissioner for taking Affidavits
within British Columbia

Subject: Offer of Employment to Edlyn Pama Tesorero for 24 months

Dear Ms. Tesorero,

We at Mac's Convenience Stores are delighted to offer you full-time employment as a Food Service Supervisor within our organization in our Calgary, AB location. This offer of employment is based upon that you are issued a Work Permit by Citizenship & Immigration Canada.

Hourly wage: \$13.00

Minimum of 7.50 hours per day, 37.50 hours per week

You will be entitled to two days off per week

You will receive 4% of vacation per year

As a Food Service Supervisor you will perform the following duties as part of your daily routine:


- Supervise and co-ordinate staff.
- Establish schedules.
- Prepare and submit reports.
- Resolve customer complaints and supply shortages.
- Maintain specified inventory.
- Ensure food service and quality control

In the unlikely event of no-fault termination of your employment with our organization, Mac's Convenience Store will provide you with a detailed reference letter confirming your employment with us and a detailed list of your credentials.




By signing this Offer of Employment issued to you by Mac's Convenience Store you are confirming that you have read and understood this offer of employment. Please also initial this page to confirm that you have not paid any of our employees, associated staff, owner operators or any individuals associated to our company for employment with us, in support of your application to Citizenship & Immigration Canada.

Yours truly,



Geoff Higuchi
Senior Recruitment & Training Manager
Western Division

Edlyn Pama Tesorero
Prospective Employee

This is Exhibit " 49 " referred to in
 affidavit # 1 of Kuldeep Bansal
 sworn (or affirmed) before me
 on Oct. 11 2016


EMPLOYMENT CONTRACT

A Commissioner for taking Affidavits
 within British Columbia

The Employer: Mac's Convenience Store o/a Subway
 Business Name (if a Business, provide key business
 contact under last name/first name):

Geoff Higuchi

Last Name : Higuchi

First Name: Geoff

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

Phone Number: 604-219-4710 OR 604-590-5352

Fax Number: 604-590-3569

Email Address: geoff.higuchi@macs.ca

The Employee: Edlyn Pama Tesorero

Last Name: Tesorero

First Name: Edlyn Pama

Home Address: Dubai UAE

Phone Number: 971 50 976 7822

Fax Number: _____

Email Address: denyl0728@gmail.com

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 attached.

Work Schedule

4. The EMPLOYEE shall work 37.5 hours per week. He/she shall be paid overtime for any hours of work exceeding 44 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 2 day(s) off per week, on
days off vary.

Job Description – Food Service Supervisor

- Supervise, co-ordinate and schedule the activities of staff who prepare, portion and serve food
- Estimate and order ingredients and supplies required for meal preparation
- Establish methods to meet work schedules
- Maintain records of stock, repairs, sales and wastage
- Train staff in job duties, and sanitation and safety procedures
- Ensure that food and service meet quality control standards
- May participate in the selection of food service staff and assist in the development of policies, procedures and budgets
- May determine related food and labour costs.

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 \$ 13.00 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. N/A (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 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 2013-04-02

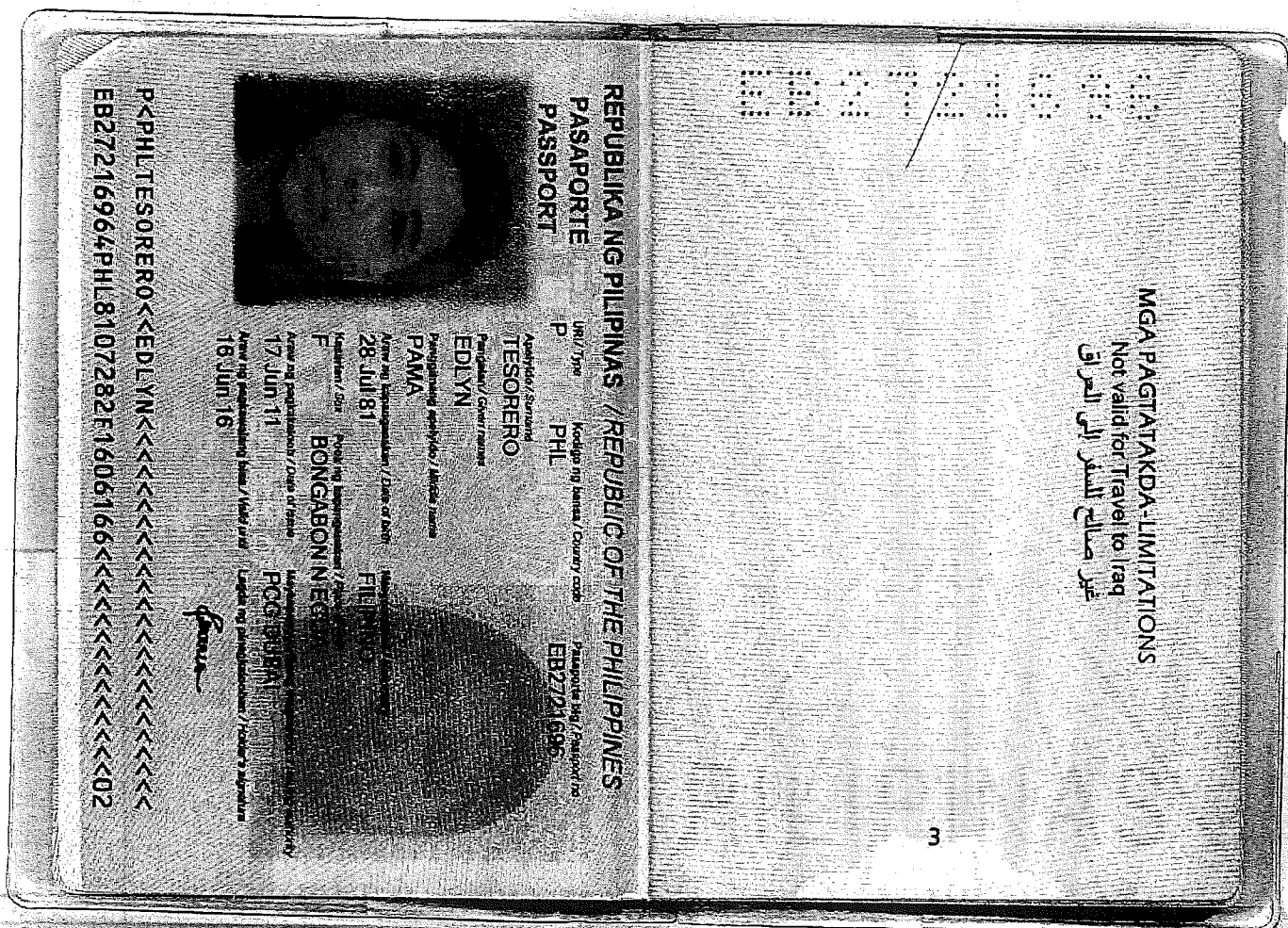
and at: Dubai UAE

The Employee Edlyn Pama Tesorero

Date _____

This is Exhibit "ZZ" referred to in
affidavit # 1 of Kuldeep Bansal
affirmed sworn (or affirmed) before me
on Oct - 11 2016

A Commissioner for taking Affidavits
within British Columbia



BISA-VISA

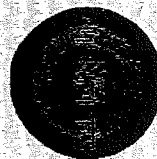


10

دولة الامارات العربية المتحدة
UNITED ARAB EMIRATES

استوفيت الرسوم

إقامة
RESIDENCE



جديد
111689629 U.A.E. No
201/2012/2007155 File
رقم الجواز EB2721696 Passport No
المسمى EDLYN PAMA TESORERO
المهنة SALES
الوظيفي (شركة دارين العالمية) Sponsor
تاريخ الصلاحية 2012/02/19 Issue Date
2014/02/18 Expiry Date

محل الإصدار
DUBAI
Accompanied by

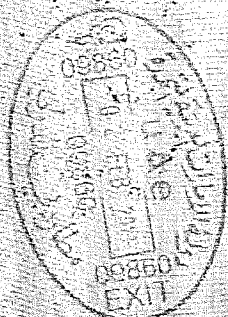


2014/02/18

التوقيع
Sign
11564

Residence Permit becomes invalid if bearer resides out of the U.A.E. for more than six months.

BISA-VISA

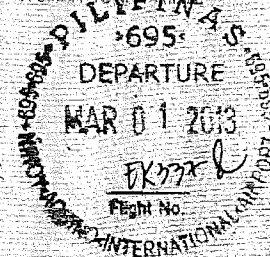


12

BISA-VISA

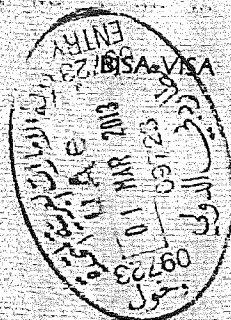
 PHILIPPINES
 ARRIVAL

FEB 02 2013

 Flight No. 433 Stay Until
 AQUINO INTERNATIONAL


13

BISA-VISA



32

33

487084032

MGA PAGTATAKDA - LIMITATIONS

Not Valid for Travel to Iraq

غير صالح للسفر الى العراق

2

830480734

MGA SUSOG - AMENDMENTS

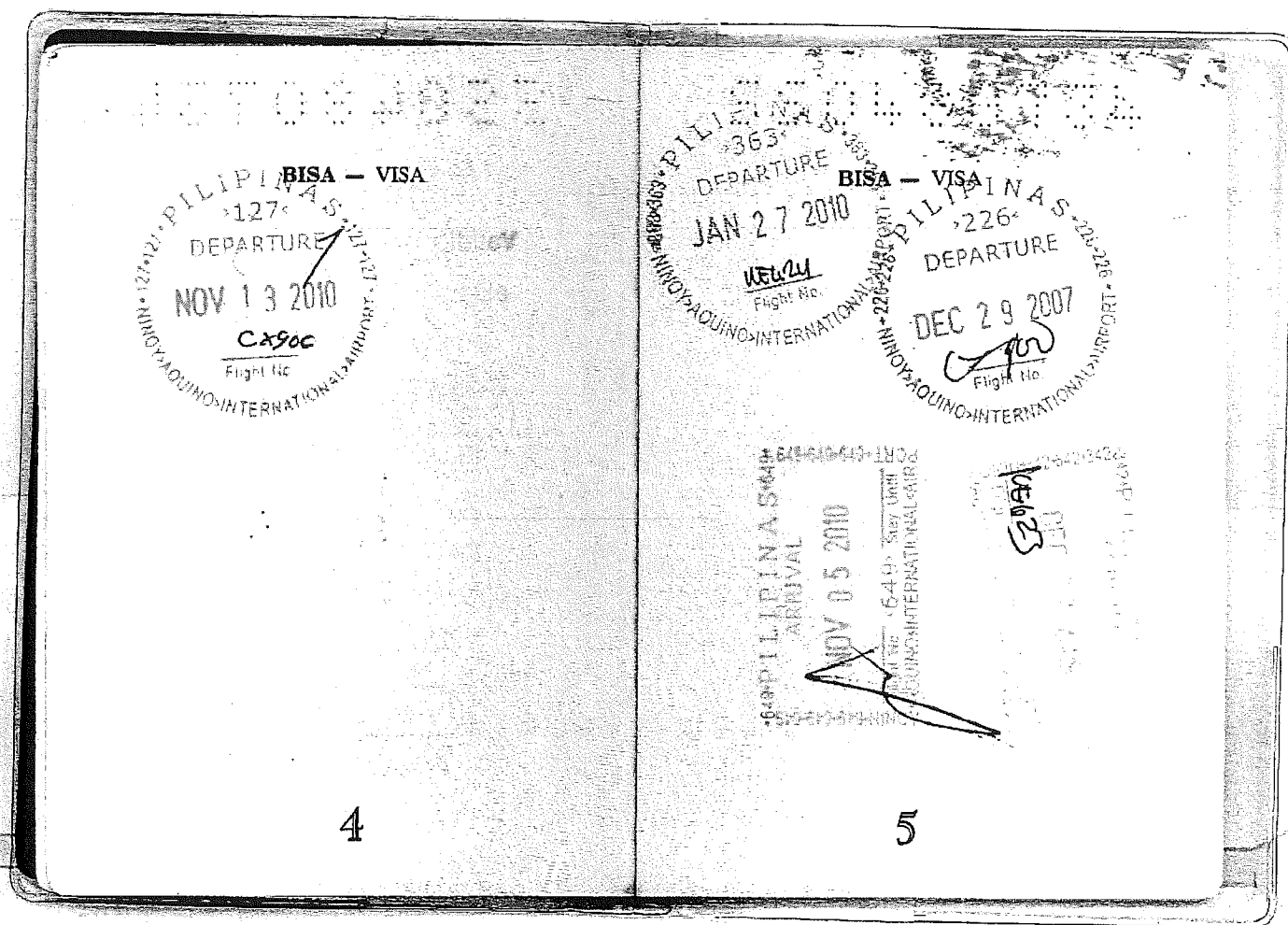
Validity of bearer's passport is
extended until 04 NOV 2011

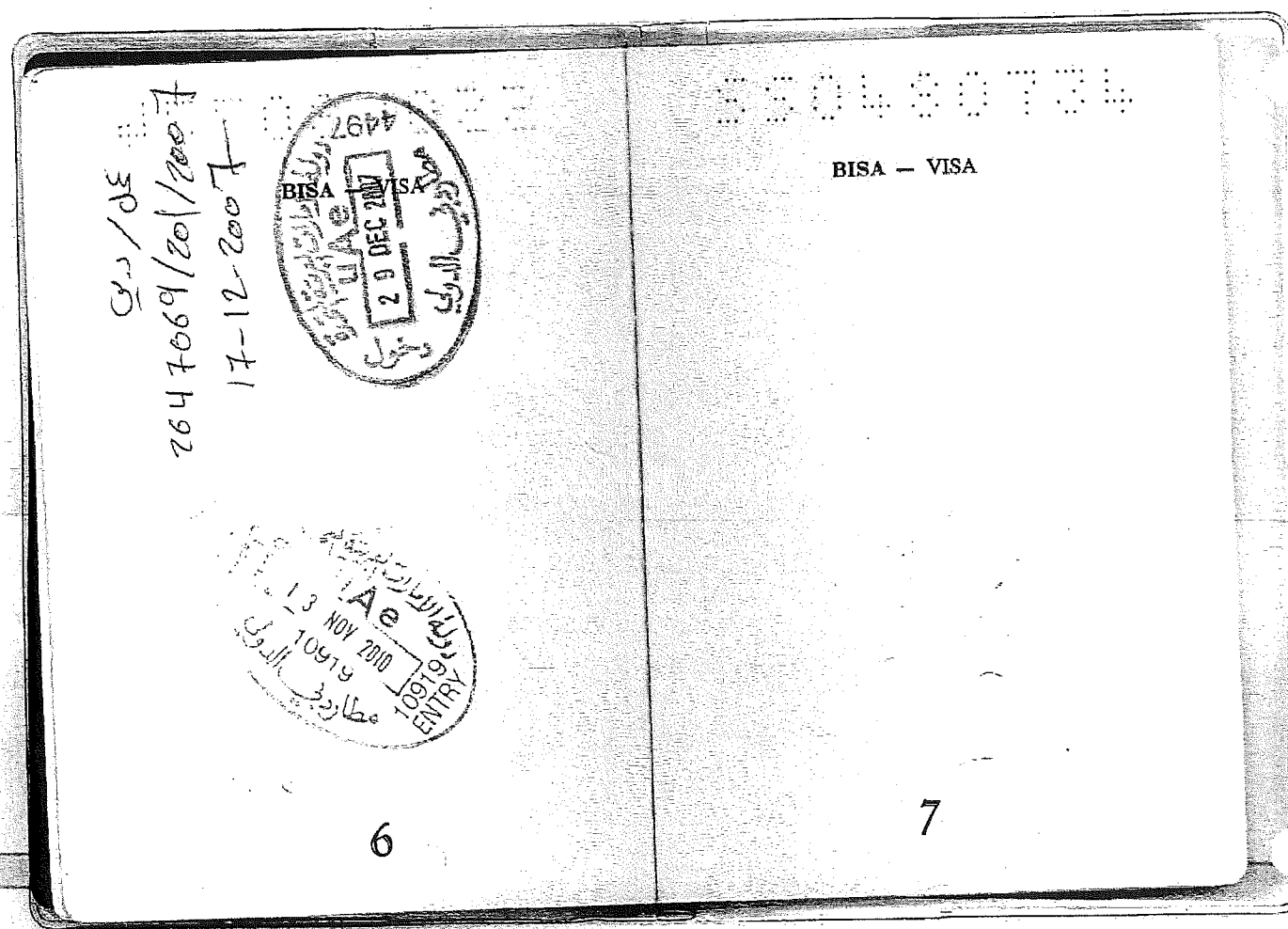


Luisita R Coson
LUISITA R COSON
Secretary of Defense

SER.NO. 083512-13
O. R. NO. 3914275 DHS. 120.00
(Authority: DFA-FSC-129-2008)

3





BISA - VISA

دولة الامارات العربية المتحدة
UNITED ARAB EMIRATES

استوفيت الرسم

دبي
DUBAI



اقامة
RESIDENCE

تجديد

69438275

محل الإقامة
Place of Residence
2007/2647069

SS0480734

مصحوب من قبل
Accompanied by
EDLYNNAMA TESORERO

نادل طعام
WAITER

مراق الخبز (فرع)
MIRAOE GULF ICE CREAM (BR) MIRAOE GULF

2013/02/02 2011/02/03

تاريخ انتهاء
Expiry Date



تفويض الإقامة لا يفيد إذا تجاوز حائلها الاقامة خارج مدة 30 ايام متتالية

Residence Permit becomes invalid if bearer resides out of the U.A.E. for more than six months.

الرقم الموحد
U.I.D. No.

البلد
File

رقم الجواز
Passport No.

الاسم
Name

المهنة
Profession

المقيم
Sponsor

تاريخ إصدار الوثيقة
Issue Date

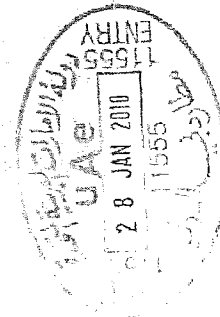
التوقيع
Sign.

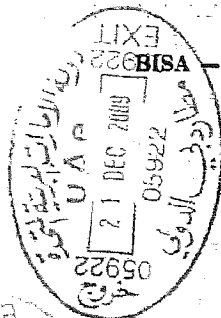
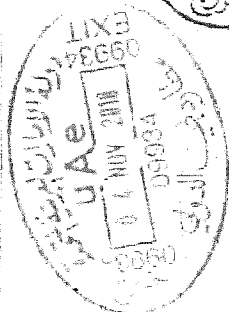
AT 084022

BISA - VISA

AS 0680734

BISA - VISA





VISA

16

دولة الامارات العربية المتحدة
UNITED ARAB EMIRATES

استوفيت الرسوم

اقامة
RESIDENCE

جديد

الرقم البوابة
U.I.D. No
201/2007/2647069
مكان الاصدار
DUBAI
الاسم
Name
ابدين باسا تيسوريرو
EDLYN PAMA TESORERO
رقم الجواز
Passport No
SS0480734
عدد المرافقين
Accompanied by
CANCELLED
مراقب الخليج
MIRAGE GULF ICE CREAM (HR) MIRAGE GULF
تاريخ اصدار
Issue Date
2011/02/24
تاريخ انتهاء
Expiry Date
2008/02/25



التوقيع
Sign.

معتبر ١٨٠ يوماً من تاريخ اصدار جواز الإقامة خارج دولة الامارات العربية المتحدة
Residence Permit becomes invalid if bearer resides out of the U.A.E. for more than six months.



TRANSACTION RECEIPT Date: 15-OCT-2013 14:06:21
DUBAI MALL BRANCH PO Box 10072, Tel: 043398807 Fax: 043398930, Email: aroslamanigroup.ae

BANK TO BANK - BEN

Document Number: 0190701510130012

Beneficiary Details

Name: TRIDENT IMMIGRATION SERVICES LTD
A/c no: 00115232210
Address: UNIT 203 12830 80 AVENUE, SURREY BC V3W3A8
ID type: ID No
Purpose: PERSONAL NEEDS

Agent Ref Number:

Bank: TD CANADA TRUST BANK
Branch: 8057 120TH STREET
Nationality: Mobile
Source: SALARY

Currency	Amount	Rate	LC Amount	Commission	Net Amount
CAD	5,500.00	3.6	19,800.00	45.00	AED 19,845.00

Amount in words: UAE DIRHAM NINETEEN THOUSAND EIGHT HUNDRED FORTY FIVE ONLY **Grand Total** 19,845.00

1000	500	100	50	10	5	1	00	00
11	18							

PAYMENT MODE
CASH: AED 19,845.00

Amount Received 20,000.00
Balance Paid Back 155.00

Customer Details 000242858

Name: EDLYN PAMA TESORERO
PO Box: 00
Address: VILLA 15 BANIYAS, STREET ABU DHABI
Mobile: 971509767822
ID type: PASSPORT
Nationality: PHILIPPINES
ID No: EB2721696
Issue date: 17-Jun-2011
Expiry date: 16-Jun-2016

Declaration: I have read and verified the data entered and found it to be correct as per the information I have provided. I agree to abide by the Terms & Conditions stated overleaf

Cashier: HEIDELINE SIY

www.alfrosmanierchange.com

Customer Signature

This is Exhibit " AAA " referred to in
affidavit # 1 of Kuldeep Bansal

affirmed sworn (or affirmed) before me

on Oct 11 20 16

[Signature]

A Commissioner for taking Affidavits
within British Columbia

Trident Immigration Services Ltd.

#201-12899 80th Avenue

Surrey, BC

V3W 0E6

INVOICE

Date 17/10/2013

Invoice # 10171302

Bill To

EDLYN PAMA TESORERO

P.O. No.

Terms

Project

Due Date 17/10/2013

PAID
17/10/2013

Qty	Description	Item	Rate	Amount
1	IMMIGRATION SERVICE FEE	Immigration Serv...	5,453.53	5,453.53
	HST on Zero Rated sales		0.00%	0.00

This is Exhibit " BBB " referred to in
affidavit # 1 of Kuldeep Banar
affirmed sworn (or affirmed) before me
on Oct. 11 2016

[Signature]
A Commissioner for taking Affidavits
within British Columbia

PLEASE DETACH AND RETURN BOTTOM PORTION WITH PAYMENT

Total \$5,453.53

Invoice To

EDLYN PAMA TESORERO

Please make cheques payable to:

Trident Immigration Services Ltd.

#201-12899 80th Avenue

Surrey, BC

V3W 0E6

REMITTANCE

Date 17/10/2013

Invoice # 10171302

Account #

Payments/Credits -\$5,453.53

Balance Due \$0.00

AMT ENCLOSED

Due Date 17/10/2013



Please check box if address is incorrect or has changed, and indicate change(s) on the envelope.

CREDIT CARD No.**Vista / Master Card****EXPIRATION****SIGNATURE:**

GST/HST No.

852262104

This is Exhibit " CCC " referred to in
affidavit # 1 of Kuldeep Bansal

sworn (or affirmed) before me

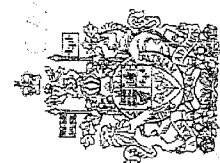
on Oct. 11 2016

A Commissioner for taking Affidavits
within British Columbia

Citizenship and
Immigration Canada



Citoyenneté et
Immigration Canada



PROTECTED WHEN COMPLETED PROTÉGÉ UNE FOIS REMPLI - B

IMMIGRATION

BB162 467 793

U509649091

SURNAME, GIVEN NAMES - NOM DE FAMILLE, PRENOMS TESOUERO EDLYN		SEX - SEXE FEMALE
BIRTH DATE - DATE DE NAISSANCE 28 JUL 1981		
COUNTRY OF BIRTH - PAYS DE NAISSANCE PHILIPPI	COUNTRY OF CITIZENSHIP - CITOYEN DE PHILIPPI	
OFF FILE NO. - N° DE REF. DU BUREAU W50-056-3535	CLIENT ID. - ID DU CLIENT 90-11 - 6140	
DATE SIGNED - SIGNÉ LE 01 DEC 2013	VALID UNTIL - DATE D'EXPIRATION 30 NOV 2015	EXT. NO. - CODE PROPOG. 00

CANADA



WORK PERMIT

CASE TYPE : 20

TRAVEL DOC : PASSPORT
BONDED : NO
EMPLOYER : Mac's Convenience Store Inc. dba Subway
OCCUPATION : FOOD SERVICE SUPERVISORS
EMP LOC : CALGARY
FEE STATUS : FPA

- CONDITIONS:
1. UNLESS AUTHORIZED, PROHIBITED FROM ATTENDING ANY EDUCATIONAL INSTITUTION AND TAKING ANY ACADEMIC, PROFESSIONAL OR VOCATIONAL TRAINING COURSE.
 2. NOT AUTHORIZED TO WORK IN ANY OCCUPATION OTHER THAN STATED.
 3. NOT AUTHORIZED TO WORK FOR ANY EMPLOYER OTHER THAN STATED.
 4. NOT AUTHORIZED TO WORK IN ANY LOCATION OTHER THAN STATED.
 5. MUST LEAVE CANADA BY 30 NOV 2015

REMARKS:

THIS DOES NOT AUTHORIZE RE-ENTRY.

Canada

3101 VANCOUVER 1A 5135

IS DOCUMENT IS THE PROPERTY OF THE GOVERNMENT OF CANADA
PRESENT DOCUMENT EST LA PROPRIÉTÉ DU GOUVERNEMENT DU CANADA

**Service
Canada****Canada**Social Insurance Number (SIN): **930-699-012**SIN expiry date: **30-NOV-2015**Given name(s): **EDLYN**Family name: **TESORERO**Address: **12899 80 AVE # 201
SURREY BC V3W 0E6**

This confirms that a **first SIN** was issued to this person; a card will be mailed shortly.

Please note:

1. When you apply for a SIN card, you can usually expect to receive it within 10 working days. If you do not receive the card after 15 working days, call the Social Insurance Registration office at 1-800-206-7218. If you are calling from outside Canada, call 1-506-548-7961.
2. The Employment Insurance Regulations require a person to apply for a SIN and to present the SIN card to his or her employer within three days of receiving it. However, the legislation does not prevent people from working in insurable employment if they have not yet received their SIN card.
3. Employers: The Employment Insurance Regulations require that an employer see an employee's SIN card once hired. If the employee has a number beginning with the digit 9, the employer must ensure that the SIN is not expired. You can obtain more information from our Web site at www.servicecanada.gc.ca

Date: **02-DEC-2013**

Signature of Service Canada official: _____

Issuing office (affix address stamp): _____

Date Modified: 2013-05-07

This is Exhibit " DD " referred to in
affidavit # 1 of Kuldeep Bansal
sworn (or affirmed) before me
on Oct. 11 2016.

A Commissioner for taking Affidavits
within British Columbia

0500129191374476

-----PLEASE FOLD HERE. DO NOT CUT or TEAR-----

[illegible]

IMPORTANT INSTRUCTIONS:

- TICKETS ARE NON-TRANSFERABLE AND VALID ONLY ON THE DAY OF TRAVEL LISTED ABOVE. Print ticket(s) at home or work, proceed directly to the gate.
- Each passenger must present a ticket and a valid Photo ID to board the bus.
- Please arrive at the station one hour prior to scheduled departure.
- Seating is first-come, first-served. In case of insufficient seating capacity, passengers will be placed on succeeding schedules that have available seats.
- You have chosen to receive tickets by email. It is solely the passenger's responsibility to print tickets in advance of travel.
- For other questions, please contact our National Customer Service Center. An agent may be reached via email at nationalcustomerservice@greyhound.ca or by phone at 877-463-6446 between the hours of 0800 and 1700 MT Monday - Friday.

This is Exhibit " EEE " referred to in
affidavit # 1 of Kuldeep Ban

sworn (or affirmed) before me

on Oct. 11 2016

A Commissioner for taking Affidavits
within British Columbia.

NBTA 0047

GREYHOUND CANADA TRANS CO

FROM: KAMLOOPS BC DEP: 10Dec13 07:40p
TO: CALGARY AB SCHED 5002
OW ADULT

NO REFUND, SUBJECT TO A FEE, IF VALID FOR EXCHANGE
TICKET VALID FOR SCHEDULE 5002/10Dec13 ONLY

FARE	\$98.00	CONF#: 2162489502	
TAX	\$5.02	08900 CANADA INTER	
TOTAL:	\$103.02	09Dec13 05:37p	
VISA		CINTERNET608	
VI/VI		TKT ORIG:VANCOUVER	BC
MILES:	377 597	TKT DEST:CALGARY	AB
COUPON	02 OF 02	TARIFF: EXO43RG	
0006189	050 02	29 19137447	6

NO REFUNDS OR EXCHANGES EXCEPT AS PROVIDED HEREIN, AND
DUPLICATION OR ALTERATION OF THIS TICKET IS STRICTLY
PROHIBITED AND SHALL SUBJECT THE BEARER TO PENALIZATION.



-PLEASE FOLD HERE. DO NOT CUT or TEAR

[illegible]

IMPORTANT INSTRUCTIONS:

- TICKETS ARE NON-TRANSFERABLE AND VALID ONLY ON THE DAY OF TRAVEL LISTED ABOVE. Print ticket(s) at home or work, proceed directly to the gate.
- Each passenger must present a ticket and a valid Photo ID to board the bus.
- Please arrive at the station one hour prior to scheduled departure.
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- You have chosen to receive tickets by email. It is solely the passenger's responsibility to print tickets in advance of travel.
- For other questions, please contact our National Customer Service Center. An agent may be reached via email at nationalcustomerservice@greyhound.ca or by phone at 877-463-6446 between the hours of 0800 and 1700 MT Monday - Friday.

No. S-1510284
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

**PRAKASH BASYAL, ARTHUR GORTIFACION CAJES, EDLYN TESORERO
AND BISHNU KHADKA**

PLAINTIFF

AND:

**MAC'S CONVENIENCE STORES INC., OVERSEAS IMMIGRATION
SERVICES INC., OVERSEAS CAREER AND CONSULTING SERVICES LTD.,
AND TRIDENT IMMIGRATION SERVICES LTD.**

DEFENDANTS

Brought under the *Class Proceedings Act*, R.S.B.C. 1996, c. 50
and amendments thereto

AFFIDAVIT #1 OF KULDEEP BANSAL

BRANCH MACMASTER LLP
1410 - 777 Hornby Street
Vancouver, BC V6Z 1S4
Telephone: (604) 654-2999
Fax: (604) 684-3429
(File No.: O05-001)