



February 15, 2019

Roadstar Transport Company Ltd.  
PO Box 1090 222 Burton Avenue  
Penticton, BC V0X 1W0

**Commissioner's Decision**  
**Roadstar Transport Company Ltd. (CTC Decision No. 01/2019)**

**NATURE OF THE COMPLAINT**

1. The Complainant, an Independent Operator ("I/O"), alleges that Roadstar Transport Company Ltd. ("Roadstar") violated section 28 of the *Container Trucking Act* (the "Act") as well as Appendix A to Schedule 1 (f)(h) of the Container Trucking Services Licence (the "Licence") when a Roadstar manager/dispatcher (Gurpreet Shoker – "Shoker") withheld the Complainant's wages, attempted to force the Complainant to sign a document stating he had received all money owed to him when he had not, and told the Complainant to advise the Office of the BC Container Trucking Commissioner ("OBCCTC") staff that he had been paid in the event OBCCTC staff inquired about the status of the Complainant's pay.

**BACKGROUND**

2. Prior to the present case, on July 31, 2018, Roadstar was penalized \$50,000.00 following an audit which determined that between January 1, 2018 and July 31, 2018, Roadstar violated section 24(2) of the *Container Trucking Regulation* (the "Regulation") on eight occasions. Roadstar was also found to have falsified records provided to the OBCCTC auditor and, at the time of the decision, had not remunerated its I/Os for container trucking services performed in May 2018.<sup>1</sup>
3. The Complainant in the present case alleged, at the time of his complaint (August 17, 2018), that he was owed over \$20,000.00 for work performed in June and July 2018. The Complainant stated that he had received a cheque in July 2018 from Shoker and, at that time, he was asked by Shoker to sign a document confirming that he had been paid despite his inability to cash the cheque due to a lack of funds in the originating account. He further alleged that Shoker told him to tell the Commissioner's Office that he had been paid in the event he received a call from the OBCCTC.
4. Roadstar responded to the Complainant's allegations in writing on September 10, 2018. Roadstar denied the allegations, noting that it had not required its I/Os to sign payment verification documents and that Shoker is not responsible for payment related matters at the company. Its response included a copy of two cheque images intended to demonstrate that the Complainant had been paid for May 2018 container trucking services on July 15th and 31st. Roadstar also claimed that it had issued two other pay cheques to the Complainant (two pay stub images were provided as evidence) also dated July 15th and 31st which the Complainant had not picked up from the company.

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<sup>1</sup> Roadstar Transport Company Ltd. (CTC Decision No. 20/2018)

5. Roadstar's letter was not signed although the signature block bore the name of Roadstar's owner. The language of the letter was such that the Commissioner determined that additional investigatory steps were required and on September 26, 2018, Roadstar's owner was invited to meet with an OBCCTC investigator for the purpose of conducting an interview to determine if the alleged violations had occurred.
6. The interview with Roadstar's owner (and the owner's wife) occurred on November 23, 2018. During the interview, Roadstar's owner confirmed that he was generally unaware of the allegations before him. This led the investigator to query who wrote Roadstar's September 10, 2018 response letter which was sent to the OBCCTC under the owner's signature block. Roadstar's owner said that because he cannot read or write, he deferred "anything related to [the] letter" to his wife, who advised the OBCCTC investigator that "we prepared this letter in conjunction with our team, as a response to previous relevant communication." The investigator reports that the owner's wife would not provide specifics about when the letter was written, who comprises "our team", or which "previous relevant communication" she was referring to.
7. Roadstar's owner added that it is normal business practice for Shoker to fax all Roadstar-related documents for signature to him for review before being signed and faxed back to Shoker. Roadstar's owner added that he "often doesn't even read the content of what he is signing." He confirmed that copies of signed Roadstar cheques were signed by Shoker and that Shoker and Shoker's wife have signing authority.
8. During the interview, Roadstar's owner also provided detail regarding Shoker's role at Roadstar. He confirmed that Shoker "runs the company" and does "all hiring and dismissals, signing and providing of cheques, dispatch, looking after all trucks and equipment, paying of bills, sales, client meetings, reservations and bookings, and managing personnel directly."
9. On November 28, 2018 the OBCCTC investigator contacted the Complainant and asked if he had received any payments from Roadstar since making his August 17, 2018 complaint to the OBCCTC. He stated that he had not been paid but after being told by the OBCCTC investigator about Roadstar's payment evidence (provided in its September 10, 2018 reply to the Commissioner) he admitted that he had in fact been paid in October 2018.
10. The Complainant was also asked if there was anyone who could corroborate his allegation that Shoker asked him to lie to the OBCCTC. The Complainant named one other driver who may have been approached by Shoker. The investigator interviewed this driver on November 28, 2018. In attendance were three other Roadstar drivers. None of the interviewees corroborated the Complainant's allegation. Instead, several general concerns were raised with the investigator regarding delays in pay, tag and licensing issues, work allotment and alleged harassment at Roadstar. Specifically, the drivers alleged that:
  1. Roadstar drivers are expected to wait between one month and six weeks between the time work is completed and the corresponding pay is received. The investigator notes that at the time of the interview none of the drivers interviewed were owed money by Roadstar;
  2. Roadstar's operations are run by Olympia Transportation ("Olympia"). The drivers alleged that Roadstar's operations are conducted out of Olympia's business address/location; all the chassis being used by Roadstar drivers are the property of Olympia; Roadstar drivers are

- dispatched out of the Olympia offices and are paid with cheques issued by a company (Road Star Container Inc.) that is owned by Olympia's owners, and access port terminals using "Olympia Port IDs".
3. Sunlover Transport Inc. sold truck tags to Roadstar and Olympia before the company went bankrupt; and
  4. Olympia drivers receive better work than the Roadstar drivers dispatched by Olympia.
11. The drivers did not provide the investigator with any documentation or other tangible evidence of Roadstar's alleged unfair treatment, but they did provide evidence that they are paid by Road Star Container Inc.; the pay stubs they provided were included in the investigator's report.
  12. On January 21, 2019 Roadstar was provided a copy of the investigator's report and an opportunity to respond. Roadstar has not responded.
  13. Following several attempts, the investigator was able to interview Shoker on January 31, 2018. Shoker confirmed that he is the General Manager of Roadstar and stated that Olympia and Roadstar's operations and administration are not connected. Shoker stated that Olympia is a customer of Roadstar, and that Olympia hires Roadstar to transport containers to and from Olympia's warehouse. Shoker did say, however, that he has a second job as a part-time evening dispatcher at Olympia and that from time to time he has Roadstar drivers come to the Olympia offices when he is working to exchange paperwork or pick up paycheques.
  14. Shoker denied the allegation that he told the Complainant to lie to the OBCCTC on the basis that it would not have been in his interest to do so as he is not the owner of Roadstar and therefore has no financial interest in the company.

### **III. DECISION**

15. Shoker denied that he ever told a Roadstar driver to lie, refrain from making a complaint to the OBCCTC or refuse to cooperate with an OBCCTC audit or investigation. Roadstar's owner claimed he had no knowledge of the allegations when he was interviewed by an OBCCTC investigator, noting that Shoker handles these types of matters. Four other Roadstar drivers were unable to corroborate the Complainant's allegations.
16. Roadstar's initial response to the complaint filed against it asserted that Shoker is not responsible for any payment issues at Roadstar and is only responsible for dispatch and therefore could not have required the Complainant to sign a document stating that he had been paid. Roadstar's owner, however, told the OBCCTC investigator that Shoker runs the company and does all hiring and dismissals, signing and providing of cheques, dispatch, looking after all truck and equipment, paying of bills, sales, client meetings, reservations and bookings and managing personnel directly.
17. Roadstar's owner also told the OBCCTC investigator that he is unable to read or write but in the same interview stated that if Shoker needs something signed, Shoker faxes it to him and Roadstar's owner then signs it and faxes it back to Shoker.
18. Regarding Olympia's role in Roadstar's operations, Shoker stated that Olympia has nothing to do with Roadstar operationally or administratively. Roadstar's owner denies having any knowledge of

Roadstar's business relationship with Olympia and states that he believes Shoker would not have anything to do with the owner of Olympia because he told Shoker to ensure that Olympia's owner was in no way associated with Roadstar. Yet, Shoker also dispatches for Olympia and Roadstar's drivers are paid with cheques issued by a company called Road Star Container Service Inc., whose director, according to the BC Corporate Registry, is the husband of Olympia's owner (Shoker incorporated Road Star Container Service Ltd. in 2013 and is currently an officer).

19. In addition, Shoker was once the owner of Sunlover Holding Company Ltd. ("Sunlover"). Sunlover once held a licence issued by the Container Trucking Commissioner. In Sunlover Holdings Co. Ltd. (CTC Decision No. 22/2017) it was established that Sunlover violated section 24 (2) of the *Regulation* when it did not pay its drivers the required remuneration within the allowable time period. In that case, Shoker attempted to deceive the OBCCTC when he provided the office with copies of cheques intended to demonstrate that Sunlover's drivers had been paid which were drawn from a bank account that he closed before the cheques could be cashed. That conduct is consistent with the findings in Roadstar Transport Company Ltd. (CTC Decision No. 20/2018) that Roadstar had violated section 24 (2) of the *Regulation* and falsified records provided to the OBCCTC auditor. It is also consistent with the Complainant's allegation here that he was not able to cash a cheque issued by Roadstar due to a lack of funds in the originating account.
20. Based on Sunlover Holding Co Ltd. (CTC Decision No 22/2017) and Roadstar Transport Company Ltd. (CTC Decision No. 20/2018) Shoker has demonstrated a propensity to mislead the OBCCTC. These attempts at deception weigh heavily against Roadstar and Shoker when considering the validity of the Complainant's allegations in this case and on this basis, I find that, on the balance of probabilities, Shoker attempted to force the Complainant to sign a document stating he had received all money owed to him, when he had not. I further find that Shoker more likely than not told the Complainant to advise the OBCCTC that he had been paid in the event OBCCTC staff inquired about the status of the Complainant's pay. Accordingly, I find Roadstar in breach of s. 28(d) of the *Act*, which forbids a licensee from intimidating or coercing a trucker because of a complaint, inspection, or investigation has been or may be made.
21. Although the Complainant originally maintained that he had not been paid at all, he later conceded that he was paid in October 2018 for work performed in June and July 2018. However, there is no evidence of payment made earlier than October 2018 for work performed in June and July 2018. Given the findings made in the Roadstar and Sunlover audits, it is reasonable to conclude that the Complainant was paid in October 2018, which represents late payment in violation of section 24(2) of the *Regulation*.
22. On February 6, 2018, Shoker wrote an email to the OBCCTC seeking the Commissioner's approval for a consolidation of Olympia and Roadstar's dispatch operations. The owners of Olympia and Roadstar were both cc'd on the email demonstrating that Roadstar's owner was not being entirely forthcoming when he told the investigator that he was not aware of any business relationship between Roadstar and Olympia.
23. On February 7, 2018, I responded and advised Olympia and Roadstar that the OBCCTC would be conducting audits of both companies to ensure that the "proposed centralization of Olympia and Roadstar's dispatch operations [would not] negatively impact Olympia and Roadstar's legislated requirements to keep records and pay rates in accordance with the *Container Trucking Act*". The

licensees were advised that once the audits were successfully concluded and in the event Olympia and Roadstar's dispatch operations had been centralized, I would direct an auditor to undertake a further spot audit of both licensees, to confirm that centralization had not impacted Olympia and Roadstar's ability to remain compliant under the legislation.

24. Olympia's audit was concluded in May 2018 and Roadstar's audit concluded in September 2018. Neither company has advised the OBCCTC that its dispatch operations were centralized and thus no spot audit to confirm the impact of dispatch centralization has occurred. Shoker states that Roadstar drivers are not dispatched by Olympia but does confirm that he is a part-time evening dispatcher for Olympia. Shoker says that Olympia is a customer of Roadstar's and hires Roadstar drivers to move containers to and from Olympia's warehouse. Shoker states that Roadstar chassis are always attached to Roadstar trucks but Roadstar drivers state that these chassis are owned by Olympia and that Roadstar does not have its own chassis. They also assert that they are dispatched out of Olympia's office and access the Port using Olympia's Reservation IDs. It has been established that Roadstar drivers are paid by a company Road Star Container Service Inc. whose sole director is the husband of Olympia's owner and I note that Shoker was formerly a director of Road Star Container Service Inc. and is now an officer of the same company.
25. None of this indicates that Roadstar and Olympia have necessarily centralized their dispatch, but it does indicate that Roadstar and Olympia's operations are connected. Section 6.17 of the Licence states that a licensee may neither assign nor transfer the Licence or the associated truck tags without the express consent of the Commissioner. I am of the opinion that the current arrangement between Roadstar and Olympia does not represent dispatch centralization, rather it means that Roadstar has transferred its truck tags to Olympia and/or to Road Star Container Service Inc.
26. I reach this conclusion because I accept that the Roadstar tagged trucks are dispatched by Shoker on behalf of Olympia, Roadstar's operations are conducted out of the Olympia offices using Olympia equipment and Roadstar I/Os access the Port using Olympia's Reservation IDs, although I note that this is not necessarily a violation here, this consideration contributes to my overall findings. Most importantly, the Roadstar I/Os who own the tagged trucks are paid by Road Star Container Service Inc., a company closely connected to or affiliated with Olympia. This clearly differentiates these circumstances from a centralization of Roadstar and Olympia's dispatch and suggests that Olympia is effectively operating Roadstar and using its tags in order to supplement its existing tag allotment.
27. Section 34 of the *Act* provides that, if the Commissioner is satisfied that a licensee has failed to comply with the *Act* or the terms and conditions of the licensee's licence, the Commissioner may impose a penalty or penalties on the licensee. Available penalties include suspending or cancelling the licensee's licence or imposing an administrative fine.
28. In this case it has been determined that Roadstar violated section 24(2) of the *Regulation* almost immediately after having been fined for the same contravention. It has also been determined that Roadstar discriminated against the Complainant in violation of s. 28 of the *Act* when Shoker attempted to coerce the Complainant into misleading the OBCCTC and signing a document stating that he had been paid when he had not. These actions are also a violation of s. 1(f) and (h) of Appendix A to Schedule 1 of the Container Trucking Services Licence which prohibits licensees from requiring a trucker to misrepresent the monies paid to them and influencing a trucker regarding his

or her right to compensation. Roadstar also violated section 6.17 of its Licence when it effectively transferred its tagged trucks to Olympia Transportation and/or Road Star Container Service Inc. Therefore, I have concluded that the licensee's licence should be cancelled. I would reach this same conclusion even without my finding that Roadstar has transferred tags without authorization to do so.

29. This penalty reflects the seriousness of the violations. As noted in previous decisions, the statutory protections afforded to truckers under section 28 of the *Act* serve a very important purpose. Coercing a trucker to misrepresent monies paid because of an OBCCTC investigation/audit is the kind of activity which led to the creation of the current regulatory regime and the failure to penalize this activity would threaten to undermine the purpose of the OBCCTC. Further, drivers are entitled to expect that they will be paid all monies owed to them within the legislated time frames as set out in section 24 of the *Regulation*.
30. Section 6.17 of the Licence exists because the unapproved transfer of truck tags can result in their commodification and because it is difficult to hold licensees accountable for the remuneration and fair treatment of their drivers if an unauthorized truck tag transfer has occurred and another company is effectively controlling the truck tags and the associated drivers. In addition, I/Os enter into sponsorship agreements and fill vacant truck tags based in large part on the work and working conditions that licensees offer. Unauthorized tag transfers result in I/Os working for other companies which might not offer the same work or working conditions as the sponsoring licence holder.
31. In the result and in accordance with section 34(2) of the *Act*, I hereby give notice as follows:
- a. I propose that Roadstar Transport Company Ltd.'s Container Trucking Services Licence No. 60088 be cancelled;
  - b. Should it wish to do so, Roadstar Transport Company Ltd. has 7 days from receipt of this notice to provide the Commissioner with a written response setting out why the proposed penalty should not be imposed;
  - c. If Roadstar Transport Company Ltd. provides a written response in accordance with the above I will consider its response and I will provide notice to Roadstar Transport Company Ltd. of my decision respecting that response.
32. This decision will be delivered to Roadstar Transport Company Ltd. and may be published on the Commissioner's website ([www.obcctc.ca](http://www.obcctc.ca)) after Roadstar Transport Company Ltd.'s response period has closed.

Dated at Vancouver, B.C., this 15<sup>th</sup> day of February 2019.



Michael Crawford, Commissioner