



January 20, 2022

Rideway Transport Ltd.
Unit #1 – 14655 108th Avenue
Surrey, B.C. V3R 1V9

Rideway Transport Ltd. (CTC Decision No. 09/2021) – Decision Notice

A. Overview

1. In *Rideway Transport Ltd. (CTC Decision No. 09/2021)* (the “Decision”) I found that *Rideway Transport Ltd.* (“*Rideway*”) violated section 24 of the *Container Trucking Act* (the “*Act*”) and Appendix A 1(h) of the CTS Licence when the owner of *Rideway*, Mr. Sandhu, solicited cash rebates from two drivers (the “*Complainants*”) and attempted to coerce the *Complainants* into signing letters agreeing to refund some of their compensation in exchange for their final pay. I also determined that *Rideway* violated section 24 of the *Container Trucking Regulation* (the “*Regulation*”) when it failed to pay the *Complainants* for container trucking services performed in November 2020 within the prescribed timeframe and violated Appendix A 1(f) of its CTS Licence when it misrepresented the monies paid to the *Complainants*.
2. In the Decision, an administrative penalty of \$50,000.00 was proposed. Consistent with s. 34(2) of the *Act*, *Rideway* was given 7 days to provide a written response setting out why the proposed penalty should not be imposed. *Rideway* requested and was granted an extension to the response timeline. On September 28, 2021, *Rideway* provided a written argument in response to the proposed penalty which addressed the Decision findings but also raised a number of objections to the procedures that had been followed, to which I responded on October 5, 2021 (*Rideway*’s objections and my responses will be canvassed below). In particular, *Rideway* raised concern that the Office of the BC Container Trucking Commissioner (“*OBCCTC*”) had not conducted interviews with Mr. Sandhu’s wife or a former employee of *Rideway* during the course of the investigation. In response, I agreed to interviews of Mrs. Sandhu and the *Rideway* employee and extended a further opportunity for *Rideway* to provide submissions.
3. The *OBCCTC* scheduled an interview with Mrs. Sandhu but was not able to make contact with the *Rideway* employee. *Rideway* subsequently advised the *OBCCTC* that the interview of its former employee would “not be required.” The *OBCCTC* nevertheless attempted to contact the employee to schedule an interview. Ultimately the *OBCCTC* was unsuccessful in contacting him.
4. Mrs. Sandhu failed to attend her scheduled interview, and, in response, the *OBCCTC* wrote to *Rideway*’s legal counsel and requested that *Rideway* provide further interview dates. *Rideway*’s legal counsel responded on October 14, 2021, raising similar objections to those raised in *Rideway*’s September 28, 2021 submission and arguing that I should “discontinue the complaints and investigations against *Rideway*” given the objections raised. *Rideway* committed to providing interview dates but stated that it would not provide further submissions until the interviews had occurred and a complete tribunal record had been provided.

5. I replied on October 18, 2021, noting that I would not be discontinuing the enforcement process but that a report summarizing the interviews would be supplied to Rideway for response and that Rideway's response and any further submissions would be considered before issuing the Decision Notice.
6. On October 22, 2021, Rideway provided copies of paystubs and cheques made out to the Complainants in the amounts found to be owing for the November 2020 audit period. Rideway argues that these materials demonstrate that Rideway did not take any cash back from the Complainants.
7. On October 27, 2021, Rideway once again wrote to the OBCCTC, repeating its concerns about the investigation process and suggesting that the same investigator who interviewed the Complainants and Mr. Sandhu must also interview Mrs. Sandhu and the Rideway employee to "maintain consistency and transparency." This is indeed what happened.
8. Mrs. Sandhu was interviewed on November 16, 2021 and a copy of the interview report was provided to Rideway for response. Rideway responded on December 13, 2021. I have considered Mrs. Sandhu's interview report and Rideway's September 28, October 14, 22, and December 13, 2021 submissions and provide the following Decision Notice. As stated above, the Rideway employee identified by Rideway was not interviewed as the OBCCTC was unable to make contact with him.

B. The Company's Responses

9. Rideway believes that the audit/investigation process and Decision was unfair, biased, "premeditated" and amount to an abuse of discretion. Rideway asserts that this is so because it was not provided with what it considers the complete tribunal record and was not allowed to cross-examine the Complainants. It also complains that the Decision was issued before oral evidence from Mrs. Sandhu was provided.
10. Rideway asks that I refrain from making a final decision until a complete tribunal record, including the audio recordings and written transcripts of the interviews of Mr. Sandhu, Mrs. Sandhu and the Complainants are provided to it. Rideway also asks that it be given the opportunity to cross-examine the Complainants and that I dismiss the complaints and refrain from imposing a penalty. Rideway also asks that "appropriate action be taken against the Complainants."
11. Rideway's arguments are as follows:

Rideway does not have the "complete tribunal record"

12. Rideway has argued on several occasions that the audit and investigation processes have been procedurally unfair because Rideway has not been supplied with the audio recordings and written transcripts of the interviews with the Complainants and Mr. and Mrs. Sandhu, or a copy of a statement made by a Rideway driver to the auditor during the course of her audit.¹ Rideway argues that it cannot rebut the findings of the OBCCTC investigator because it has not been provided the

¹ Rideway Transport Ltd. (CTC Decision No. 09/2021), paragraph 50.

audio recording or typed transcript of the interview with Mr. Sandhu.

Delegation of the Commissioner's decision-making authority

13. In my October 5, 2021 correspondence to Rideway, I advised that I rely on the interview summaries, not audio recordings or transcripts of interviews when issuing a decision. Rideway argues that because I have not heard the audio recording of Mr. Sandhu's interview, I have concluded that Mr. Sandhu was not credible based only on the investigator's summary of the interview and have thereby delegated my decision-making power to the investigator. Rideway argues that the decision-making powers of the Commissioner are non-delegable and that I have failed to apply my own mind when making my decision.

Right to cross-examine

14. Rideway argues that the proposed penalty is significant enough (both the size of penalty and the fact that the Decision will be published) to warrant the highest levels of procedural fairness which, in this case, should have included providing Rideway the right to cross-examine the Complainants. Rideway also argues that the evidence against it is not based on documents, but only on oral testimony provided by the Complainants, and that this further justifies cross-examination of the Complainants.

Pre-determined investigation

15. Rideway states that for all of the above reasons, the audit/investigation process has become tainted. On this basis, Rideway alleges bias and abuse of discretion.

Response to November 17, 2021 investigation report (report of Mrs. Sandhu's interview)

16. Rideway states that there are gaps in the November 17, 2021 investigation report and asks that I consider the audio recordings and typed transcripts of the interview with Mrs. Sandhu. Rideway characterizes the investigation report as vague and ambiguous.

Cash-back request in breach of the Act and CTC Licence

17. Rideway questions the veracity of the documents provided by the Complainants and argues that the photographs of post-it-notes affixed to pay documents are not credible evidence and must not be accepted. Rideway says that the post-it-note photographs could have been manufactured by the Complainants. Rideway notes the testimony of Mr. and Mrs. Sandhu who stated that Rideway does not use post-it-notes.

18. Rideway also argues that the Complainants have failed to demonstrate that Rideway received money from them and encourages the OBCCTC to contact other drivers who can confirm Rideway's position that it does not take cash back from its drivers.

Withholding of pay in breach of the *Regulation* and the CTS Licence

19. Rideway highlights parts of Mrs. Sandhu's interview and supporting documentation to argue that the meeting at which Rideway appears to have withheld the Complainants' final pay was on November 23, 2020, not November 26, 2020 as stated by Complainant 1. Rideway denies preparing a second Full and Final Settlement Letter requiring the Complainants to refund money to Rideway. It also questions the authenticity of the photograph of the second letter taken by Complainant 1 on the basis that the photograph was taken on November 26, 2020 rather than on November 23, 2020 when it says that the meeting occurred.
20. Rideway cites oral testimony of the Complainants to argue that the Complainants photographed the first Full and Final Settlement Letter at the meeting then used the photograph to prepare the second letter, which was unsigned.
21. Rideway also highlights its October 22, 2021 submission in which it provided copies of paystubs and cheques made out to the Complainants in the amounts found to be owing for the November 2020 audit period. Rideway argues that the paystub and cheque copies demonstrate that the Complainants were paid the money owed to them on November 23, 2020.

Allegations regarding threats made by Mr. Sandhu to the Complainants

22. Rideway asks that I dismiss the allegation made by the Complainants that Mr. Sandhu threatened to file a complaint against them to Canadian immigration officials. Mr. Sandhu denies making the threats.

Proportionality

23. Rideway asks that the proposed penalty not be imposed and reserves the right to make submissions on proportionality of the fine at a later date if required.

C. Consideration of the Company's Responses

Rideway does not have the complete tribunal record

24. Rideway has argued on several occasions that the audit and investigation process has been procedurally unfair because Rideway has not been supplied with audio recordings and written transcripts of investigation interviews. I addressed this argument in a letter to Rideway dated October 18, 2021, in which I stated that:

...it has been the consistent practice of this office since its inception to not provide audio recordings or typed transcripts of interviews between licensees and the OBCCTC for response. The interview summaries prepared by the OBCCTC investigator comprehensively capture the content of interviews and I rely upon these when I consider facts and issue decisions.

25. Rideway argues this cannot be accepted because it is not a published practice. Rideway argues that the Commissioner is obligated to publish rules of practice and procedure under section 6 of the *Act* and the lack of published practice and procedure has resulted in a procedurally unfair

audit/investigation.

26. Section 6 of the *Act* does not require the Commissioner to enact rules. Rather, it provides that the Commissioner *may* make rules respecting practice and procedure. Audio recordings and interview transcripts are not generally reviewed by the Commissioner in the decision-making process as was the case in this matter (in fact, the audio recordings are not transcribed). As the OBCCTC does not at this stage have published rules of practice and procedure, I have considered Rideway's request for audio and written transcripts in the circumstances of this case and do not believe that audio transcripts must be shared with Rideway. The OBCCTC investigator reports/interview summaries are thorough and detailed. They have been shared with Rideway, and Rideway has been given an opportunity to respond to them. In this particular instance I see no compelling reason why Rideway would need the audio recordings. Additionally, Rideway's counsel was present during the interview with Mrs. Sandhu.
27. Rideway was not provided with a copy of the statement made by the driver cited in paragraph 50 of the Decision, because the driver requested, per section 27 of the *Act*, that his identity be kept confidential and there was risk that the statement could reveal the driver's identity. The statement was summarized for Rideway in the audit report, however.
28. Based on all of the above, I consider that Rideway has had sufficient opportunity to understand and respond to the allegations against it without having received the audio recordings or transcripts of the interviews.
29. Rideway also argues that it cannot rebut the findings of the OBCCTC investigator around Mr. Sandhu's credibility because it has not been provided the audio recording or transcript of the interview with Mr. Sandhu. In paragraph 74 of the Decision, I found that "Mr. Sandhu was defensive, did not directly respond to or deflected questions, and was not forthcoming in responding to the cash back allegations when interviewed by the OBCCTC investigator."
30. My finding with respect to Mr. Sandhu's conduct during the meeting was based upon statements made by Mr. Sandhu during his interview which were directly quoted in the investigation report. For example, when asked about the allegation regarding the solicitation of cash back from the Complainants, Mr. Sandhu was defensive, and, while he denied the allegations, he deflected the investigator's questions by asking why he would solicit cash-back, why he would do something illegal and whether the investigator thought he was a criminal. Rather than providing evidence to refute the Complainants' allegations regarding cash back, Mr. Sandhu advised the investigator to contact the Complainants and ask them why they left the company without completing their contract.
31. Mr. Sandhu's statements, as recorded in the interviewer's report, demonstrated to me that Mr. Sandhu was defensive and deflective during the interview. The report was shared with Rideway, and Rideway does not need the audio recording or transcript of the interview to respond to the statements made by Mr. Sandhu during the interview and documented in the report.

Delegation of the Commissioner's decision-making authority

32. Rideway argues that because I have not heard the audio recordings of Mr. Sandhu's interview, I have arrived at the conclusion that Mr. Sandhu was not credible based on the investigator's report of the interview, thereby delegating my decision-making power to the investigator. Rideway argues that the decision-making powers of the Commissioner are non-delegable and that I have failed to apply my own mind when making my decision.
33. Although I concur with the investigator's conclusions in his report, as noted above, my finding of credibility was my own and was based upon statements made by Mr. Sandhu that were quoted, not summarized, in the investigator's report.

Right to cross-examine

34. In my October 5, 2021 correspondence to Rideway, I advised that cross-examinations are not generally part of the OBCCTC's audit or investigation processes and that the *Act* does not provide for a right of cross-examination. Cross-examination of the Complainants in this case was not, in my view, appropriate or necessary. As such, Rideway was not permitted to cross-examine the Complainants.
35. Rideway now argues that the proposed penalty is significant enough (in terms of the size of the penalty and the future publication of the Decision) to warrant the highest levels of procedural fairness which, in this case, should include the right to cross-examine the Complainants. Rideway also argues that it has a right to cross-examine the Complainants because the evidence against it is based only on the Complainant's interviews and not on documentary evidence.
36. I am satisfied that Rideway has been provided with sufficient opportunity to understand and respond to the allegations against it in the circumstances. Rideway saw and responded to the documentary evidence submitted by the Complainants as well as to the investigator and auditor's reports. Rideway was granted an extension of time to respond to the Decision, and I have now considered Mrs. Sandhu's interview. Rideway has provided documentary evidence and four written submissions in response to the Decision, and the Decision will not be published before a final decision is made. All of the above satisfies me that Rideway has had sufficient opportunity to mount its defense without cross-examination of the Complainants.
37. The *Act* does not provide for cross-examination and the OBCCTC considers that cross-examination of complainants by licensees and/or their legal counsel is likely to have a chilling effect on future complaints. It could be sufficiently intimidating to dissuade drivers from making complaints against licensees, undermining one of the overall purposes of the *Act*.
38. Container trucking drivers are vulnerable to mistreatment by licensees and their protection has always been a primary consideration of government and the OBCCTC. For example, the *Act* was introduced following a work stoppage in 2014, which ended upon the signing of a Joint Action Plan that committed to the introduction of a number of reforms, including a whistleblower mechanism "for the reporting of concerns related to compliance with trucking licensing system requirements (including compensation provisions) or incidents of intimidation or harassment related to container

drayage activity.”² A confidential complaint line was established and is now administered by the OBCCTC.

39. Much of the *Act, Regulation* and the CTS Licence provisions are based upon recommendations made in a report drafted by Vince Ready and Corinn Bell (“Ready/Bell”) in the context of the 2014 work stoppage. In their report, Ready/Bell noted that drivers who come forward to report a non-payment, undercutting, or kickbacks are fearful about losing their jobs or suffering other negative employment consequences. Ready/Bell recommended that “the strictest of penalties” should be imposed “in the face of evidence of retaliation or retribution.”³
40. Section 28 of the *Act* recognizes that drivers may be harassed or coerced or otherwise mistreated because of a complaint, inspection or investigation. This section represents a legislative attempt to keep licensees from punishing a driver for making a complaint. In the CTS Licence, licensees are prohibited from threatening, harassing, coercing, or attempting to influence truckers regarding their right to compensation.⁴ The OBCCTC has a mandate to ensure maximum protection for drivers against licensee mistreatment and retaliation. These factors militate strongly against cross-examination of complainants by licensees and/or their legal counsel.
41. I do not believe that cross-examination is necessary or appropriate in this case for the reasons set out above. Additionally, the allegations against Rideway are not solely based upon the oral testimony of the Complainants as Rideway argues. The Complainants provided documentation to support their allegations, the investigator interviewed Rideway drivers and Mrs. Sandhu, and the audit of Rideway’s records also supports the Complainants’ cash-back allegation.

Pre-determined investigation

42. Rideway argues that the audit/investigation process was tainted for the reasons previously noted and alleges bias and abuse of discretion. I do not accept Rideway’s arguments respecting the tribunal record and cross-examination for the reasons cited above. Mrs. Sandhu was not initially interviewed but was interviewed in November 2020 at Rideway’s request. I have carefully considered Mrs. Sandhu’s evidence and respond to it within this Decision Notice.
43. The Decision was issued following an audit and investigation that included the consideration of documentation provided by Rideway and the Complainants as well as oral testimony from Rideway drivers. Mr. Sandhu’s statement was considered when issuing the Decision and, as noted, Rideway has been provided considerable opportunity for response.

Response to November 17, 2021 investigation report (Mrs. Sandhu interview)

44. Rideway argues that there are gaps in Mrs. Sandhu’s investigation report and that the investigator’s account of the meeting between Mr. Sandhu and the Complainants is vague and ambiguous.
45. Rideway lists 16 things that it says were made clear by Mrs. Sandhu during the interview but that

² Joint Action Plan, point 8.

³ Ready/Bell, *Recommendation Report – British Columbia Lower Mainland Ports*, October 16, 2014, page 37.

⁴ CTS Licence, Appendix A(h).

the investigator's report did not record clearly. Rideway does not, however, identify the alleged gaps in the report or note in what way the report was vague or ambiguous and I do not consider that the report omits anything or is vague or ambiguous. I have compared Rideway's list with the interview report and I find that all but one of them were clearly noted in the report as having been stated or confirmed by Mrs. Sandhu.⁵

D. Decision Review

Cash-back request in breach of the Act and CTC Licence

46. In the Decision, I found that Mr. Sandhu violated section 24 of the Act and Appendix A 1(h) of the CTS Licence when he solicited cash back from the Complainants (the difference between the Labour Market Impact Assessment rate of \$24.00 per hour and the Commissioner's rate of \$27.50 per hour).⁶ This finding was based upon the Complainants' statements, photographs of post-it-notes and a Full and Final Settlement letter referencing dues, a meta-data analysis of the photographed letter, an auditor's calculation of the amounts written on the post-it-notes, the statement of a third Rideway driver and my assessment of Mr. Sandhu's testimony.
47. Rideway denies that it asked for or received cash back from the Complainants and points out that Mr. and Mrs. Sandhu's denials on this matter are "clear and coherent." Rideway states that it does not use post-it-notes and argues that the post-it-note photographs are not credible because the Complainants, not Rideway, could have put the post-it-notes on the pay records prior to photographing them.
48. Rideway cites the audit results demonstrating that there is no evidence to support the cash-back allegations and also argues that the Complainants have failed to demonstrate that Rideway received money from them. Rideway encourages the OBCCTC to contact other drivers who can confirm Rideway's position. Rideway asks that the cash-back allegations be dismissed.
49. Mr. and Mrs. Sandhu both denied asking for or receiving cash back from the Complainants. I remain unpersuaded by Mr. Sandhu's denials. He was defensive in his interview, deflected questions with questions and made unsubstantiated allegations against the Complainants respecting immigration fraud in response to the cash-back allegation.
50. Rideway argues that the photographs provided by the Complainants are not credible because the post-it-notes and letter photographed could have been created by the Complainants. It is possible that the Complainants drafted the post-it-notes, but I see no motive for the Complainants to do so, particularly if they were given their final pay as Rideway suggests.

⁵ Rideway states in (c) of its submission that the Complainants were sent text messages by Mr. Sandhu on November 22, 2020 instructing them to meet the next day to pick up their full and final settlement. Mrs. Sandhu is not reported by the interviewer as stating that text messages were sent to the Complainants by Mr. Sandhu on November 22, 2020; rather, she is reported to have said that that, prior to attending the office, the Complainants sent Mr. Sandhu "messages". Rideway now corrects this narrative, which I note, and I am aware that Rideway provided copies of Mr. Sandhu's text messages in a previous submission.

⁶ Rideway Transport Ltd. (CTC Decision No. 09/2021), paragraph 75.

51. Mr. Sandhu has made allegations of immigration fraud and has suggested that the Complainants used his name (on immigration documents) to gain entry into Canada, but this allegation does not withstand scrutiny. The Complainants were sponsored by Rideway to work in Canada as long-haul truckers at \$24.00 per hour. Mr. Sandhu submitted the LMIA application. Mr. Sandhu's LMIA application was approved (called a positive LMIA) on the basis that the Complainants would be long-haul truckers. Rideway did not employ them as long-haul truckers. It is Rideway who appears to have misrepresented the Complainants' work on the LMIA application.
52. Rideway correctly points out that the audit did not uncover evidence from the licensee that cash was returned to it by the Complainants. However, cash-back schemes do not generally involve documentation of the money exchange. The auditor did, however, calculate that most, but not all, of the amounts on the post-it-note photos provided by the Complainants equaled the difference between \$24.00 and \$27.50 per hour, which was the amount that Rideway is alleged to have requested back in cash.
53. Rideway notes that the Complainants failed to demonstrate that Rideway received money from them. It is not clear why Rideway makes this argument. Perhaps it is suggesting that the lack of evidence demonstrating that Complainant 2 paid cash back to Rideway proves that there was no cash back scheme.⁷ However, I determined that Rideway solicited cash back, not that it received cash back, and the facts in this case support the finding.
54. Rideway encourages the OBCCTC to contact drivers at the company who can confirm its position. The OBCCTC has already contacted drivers at Rideway. During the audit, the auditor spoke with three drivers other than the Complainants at Rideway, one of who corroborated the Complainants' cash-back allegations and reported threats made by Rideway regarding his immigration status.⁸ That statement was made during the audit/investigation before a decision had been issued.

Withholding of pay in breach of the *Regulation* and the CTS Licence

55. Rideway denies preparing a second Full and Final Settlement Letter requiring that the Complainants refund money and questions the authenticity of the photograph of the second letter taken by Complainant 1 on the basis that the photograph was taken on November 26, 2020 rather than on November 23, 2020 when it alleges the meeting occurred.
56. The date of the final meeting where the Complainants allege Mr. Sandhu presented them with two different Full and Final Settlement letters and withheld their pay is in dispute. Complainant 1 states that it occurred on November 26, 2020 and analysis of a photograph he took of the second letter at the Rideway office corroborates his statement. Complainant 2 did not recall the date of the meeting; nor did Mr. Sandhu. Mrs. Sandhu originally stated that it occurred on November 22, 2020; she subsequently said that it occurred on November 23, 2020 but that the Complainants were originally supposed to come pick up their cheques a day earlier (November 22, 2020). Rideway has supplied copies of text messages to the Complainants demonstrating that they were advised on November 22, 2020 to attend the office to pick up their final pay the next day (November 23, 2020).

⁷ Rideway Transport Ltd. (CTC Decision No. 09/2021), paragraph 76.

⁸ Rideway Transport Ltd. (CTC Decision No. 09/2021), paragraph 50.

57. The text message copies supplied by Rideway show that the Complainants were texted on November 22, 2020 and told to come to the meeting the next day (November 23, 2020), but the text messages made no reference to the original meeting date being November 22, 2020. On the other hand, a meta-data analysis of the second letter photo unequivocally demonstrates that it was taken on November 26, 2020 at Rideway's address.
58. Rideway has not provided any explanation as to why or how Complainant 1 would forge the second letter, drive to Rideway's office three days after the final meeting, and photograph the forged letter, particularly if Complainant 1 was paid the money owed to him on November 23, 2020 as Rideway states. For these reasons, I accept that the photograph is genuine and that it was taken on November 26, 2020.
59. Rideway further questions the veracity of the second letter by citing Complainant 1's statement that he refused to sign the second Full and Final Settlement Letter and "proceeded to obtain a photograph of it."⁹ Rideway argues that this shows that the Complainants photographed the first Full and Final Settlement Letter at the meeting and then used the photograph to prepare the second letter. However, Rideway's allegation is unsupported, as the Complainants never stated that they photographed the first letter. Rather, the Complainants stated that they were presented with documents to sign at the meeting and that Complainant 1 refused to sign the second letter which referenced dues owed and "proceeded to obtain a photograph of it" before Mr. Sandhu removed the letter from the table.¹⁰ Complainant 2 also stated that he refused to sign the second letter and that he attempted to capture a photograph of the letter, but that Mr. Sandhu removed it before he could.¹¹
60. Rideway asks me to consider that the second letter is unsigned, but I am unsure why this point is highlighted. The Complainants never stated that they signed the letter or that they took a signed copy with them when they left the meeting.
61. For these reasons, I accept the Complainants' statements and I remain of the view that Rideway drafted two Full and Final Settlement letters and presented both to the Complainants for signature in an attempt to solicit cash-back from the Complainants before releasing their final pay.
62. Rideway also highlights its October 22, 2021 submission in which it provided copies of paystubs and cheques made out to the Complainants in the amounts found to be owing for the November 2020 audit period. Rideway argues that the paystub and cheque copies demonstrate that the Complainants were given their final pay on November 23, 2020.
63. I have reviewed these documents. They do not demonstrate that the drivers were paid the money owed to them on November 23, 2020. The cheques are dated November 16 & 18, 2020 but that does not mean they were given to the Complainants on November 23, 2020 or at all. Rideway is aware that these cheques were never cashed, and I do not accept Rideway's claim that the Complainants did not cash the cheques because of immigration issues.¹² Rideway has provided no

⁹ Investigator Report, Complainant 1 interview summary, page 5.

¹⁰ Investigator Report, Complainant 1 interview summary, page 5.

¹¹ Investigator Report, Complainant 2 interview summary, page 9.

¹² Rideway Transport Ltd. (CTC Decision No. 09/2021), paragraph 80.

new evidence to suggest that the cheques were given to the Complainants at the final meeting, and I have no reason to reverse my finding that Rideway did not give the Complainants their final cheques.

Allegations regarding threats made by Mr. Sandhu to the Complainants

64. Rideway asks that I dismiss the allegation made by the Complainants that Mr. Sandhu threatened to file a complaint against them to Canadian immigration officials. Rideway states that this allegation is not supported by any documentary evidence and should be dismissed.
65. In the Decision, I found that Mr. Sandhu threatened the Complainants that he would contact immigration officials if drivers didn't do what he requested.¹³ My finding was based upon the Complainants' statements and corroboration of those statements by a third driver, including the third driver's statement that Rideway threatened to write a false report to immigration officials that would hurt his chances of becoming a permanent resident.¹⁴ It is true that there is no documentary evidence to suggest that Mr. Sandhu made these threats; however, like cash-back schemes, it is highly unlikely that anyone would make these threats in writing, particularly if they were made in relation to an illegal scheme.

Proportionality

66. Rideway reserves the right to make submissions on proportionality of the fine at a later date if required. Rideway ought to have made submissions on proportionality here. My reasoning for the size of the fine is set out in paragraphs 91-99 of the Decision. Rideway has not challenged these. If it wishes to, it may do so upon reconsideration.

E. Conclusion

67. Having carefully considered Rideway's submissions and additional evidence and for the reasons outlined above and in my Decision, I will not refrain from imposing a monetary penalty and I will not reduce the monetary penalty proposed in the Decision.
68. In the result, I hereby order Rideway Transport Ltd. to pay an administrative fine in the amount of \$50,000.00. Section 35(2) of the *Act* requires that this fine be paid within 30 days of the issuance of this Notice. Payment should be made by delivering to the Office of the BC Container Trucking Commissioner a cheque in the amount of \$50,000.00 payable to the Minister of Finance.
69. Finally, I note that Rideway Transport Ltd. may request a reconsideration of the imposition of the administrative fine by filing a Notice of Reconsideration with the Commissioner not more than 30 days after the company's receipt of this Decision Notice. A Notice of Reconsideration must be:
- a. made in writing;
 - b. identify the decision for which a reconsideration is requested;
 - c. state why the decision should be changed;
 - d. state the outcome requested;

¹³ Rideway Transport Ltd. (CTC Decision No. 09/2021), paragraph 73.

¹⁴ Rideway Transport Ltd. (CTC Decision No. 09/2021), paragraph 73; and Audit Report, page 2.

- e. include the name, an address for delivery, and telephone number of the applicant and, if the applicant is represented by counsel, include the full name, address for delivery and telephone number of the applicant's counsel; and
- f. signed by the applicant or the applicant's counsel.

70. Despite the filing of a Notice of Reconsideration, the above order requiring Rideway Transport Ltd. to pay an administrative penalty of \$50,000.00 remains in effect until the reconsideration application is determined.

This order will be published on the Commissioner's website.

Dated at Vancouver, B.C., this 20th day of January, 2022.

A handwritten signature in blue ink, appearing to read 'Michael Crawford', is written above a horizontal line.

Michael Crawford, Commissioner