



April 04, 2025

Embassy Transportation Ltd.
2651 No. 5 Road
Richmond, BC V6X 2S8

Commissioner's Decision
Embassy Transportation Inc (CTC No. 09/2025)

Introduction

1. Embassy Transportation Inc. ("Embassy") is a licensee within the meaning of the *Container Trucking Act* (the "Act").
2. Section 16(1)(b) of the *Act* states that a licensee must carry out container trucking services in the Lower Mainland in compliance with:
 - (i) this Act and the regulations,
 - (ii) the license, and
 - (iii) if applicable, an order issued to the person under the Act.
3. Under sections 22 and 23 of the *Act*, minimum rates that licensees must pay to truckers who provide specified container trucking services are established by the Commissioner via the Rate Order and licensees must comply with those statutorily established rates. Section 23(2) states:

A licensee who employs or retains a trucker to provide container trucking services must pay the trucker a rate and a fuel surcharge that is not less than the rate and fuel surcharge established under section 22 for those container trucking services.
4. On October 1, 2024, the Office of the BC Container Trucking Commissioner ("OBCCTC") received a complaint from one Independent Operator ("IO") at Embassy that he had not been paid for any work since June 1, 2024.
5. In accordance with section 29(1) of the *Act*, an auditor was directed to conduct an audit of Embassy to determine if a breach had occurred.
6. On November 28, 2024, while the audit was ongoing, the OBCCTC received additional complaints from two other IOs at Embassy who also said they had not been paid since June 2024.
7. On January 11, 2025, the OBCCTC received complaints from four company drivers who also said they had not been paid between July 1 and November 30, 2024.

8. Embassy's 2022 CTS license expired on November 30, 2024 and Embassy did not receive a new license for reasons unrelated to the complaints received beginning in October of 2024.
9. Embassy has been the subject of two previous decisions. In Embassy Transportation Inc. (CTC No. 04/2023) ("First Decision"), Embassy was found to be non-compliant with the regulated rates and owed its drivers \$11,691.55. Embassy was also ordered to review its payroll records between May 8, 2019 and May 8, 2023 to correct any additional underpayment of wages. Embassy was assessed an administrative penalty of \$6,000.00.
10. Embassy paid the administrative fine but failed to pay the drivers the \$11,691.55 owed and I called on Embassy's security bond as a result.
11. In accordance with Embassy's CTS license, the OBCCTC then required Embassy to reestablish its security to \$250,000.00.
12. In Embassy Transportation Inc. (CTC Decision No. 13/2024) ("Second Decision"), I found that Embassy had failed to substantially comply with the orders made in the First Decision and agreed with the auditor's calculation that an addition \$69,724.70 was owed to its drivers. Embassy paid some, but not all, of its drivers the amounts owing. Embassy's security bond was called in the amount of \$58,759.40. An administrative fine of \$60,000.00 was imposed, which Embassy did not pay by the deadline.

Audit Report

13. On December 5, 2024, the auditor attended Embassy's premises pursuant to section 32 of the Act to collect records to verify whether the company had paid its company drivers and IOs for work performed during the period June 1, 2024 – November 30, 2024. According to the auditor's notes, she identified herself as a delegate of the Commissioner and produced written evidence of her delegation on OBCCTC letterhead. The auditor was refused entry.
14. Later on December 5, 2024, Embassy emailed the OBCCTC wanting confirmation that it was an OBCCTC employee who had visited that morning and stating that they were not notified in advance that the auditor would be at their worksite.
15. Given that the drivers were able to provide copies of their wage statements to the auditor, the auditor reviewed the payroll records provided by the IOs to determine the outstanding amount owed to each driver. The auditor also reviewed the payroll records of the four company drivers to determine if they were paid the regulated overtime rate since its introduction on May 1, 2023.
16. The auditor determined that each of the following drivers was owed the following amounts for the following periods:

	Remuneration
Company Drivers	July - Nov 2024
Sukhwinder Gill	\$8,374.66
Zheng Bo Yin	\$15,223.86
Lung Sang Lam	\$10,002.51
Rajdeep Brar	\$16,383.41
	\$49,984.44

Independent Operators	June 1 - November 30, 2024
Jaspal Nijjar	\$56,167.81
Jatinder Samra	\$75,855.48
Gurpreet Sidhu	\$57,029.54
	\$189,052.84

17. In addition, the auditor reported that the company drivers were also not paid the regulated overtime rate between May 1, 2023 and June 30, 2024 and were each owed the following amounts:

Company Drivers	May 1, 2023 - June 30, 2024
Sukhwinder Gill	\$2,640.06
Zheng Bo Yin	\$1,932.68
Lung Sang Lam	\$689.04
Rajdeep Brar	\$2,130.35
	\$7,392.12

18. On February 24, 2025, the auditor emailed Embassy a copy of her calculations for each driver and provided until February 26, 2025 to provide a response. No response was received from Embassy.
19. On March 17, 2025, the auditor issued an audit report (“Audit Report”) and calculated that:
- Embassy had not paid company drivers for work performed during July 1 – November 30, 2024, including overtime. The total amount owing to four (4) company drivers is \$49,984.44.
 - Embassy had not pay company drivers for overtime for the period May 1, 2023 – June 30, 2024. The total amount owing to four (4) company drivers is \$7,392.12.
 - Embassy did not pay its independent operators for the period June 1- November 30, 2024. The total amount owing to three (3) IOs is \$189,052.84.
20. The auditor further concluded that Embassy was in violation of section 24(1) and (2) of the *Regulation* for not paying its company drivers within eight (8) days after the end of a pay period and for not paying its IOs within thirty (30) days after the end of the calendar month in which the IO performed the container trucking services.

21. The auditor also noted that one of the company drivers used his own truck to perform container trucking services and was paid by the trip instead of by the hour. The auditor calculated the driver's wages as if he were an IO.
22. Embassy was provided a copy of the Audit Report on March 18, 2025 and provided an opportunity to provide a submission no later than March 28, 2025. No response was received by the deadline.

Decision

23. I accept the undisputed Audit Report and find that Embassy failed to pay its drivers amounts owing for work performed in the amounts set out in the tables at paragraph 16 in breach of section 23 of the Act.
24. I also find that Embassy breached section 23 of the Act by failing to pay four company drivers the minimum regulated overtime rate between May 1, 2023 and June 30, 2024 in the amounts set out in paragraph 17.
25. I also find that Embassy breached section 24(1) and (2) of the Act when it failed to pay its drivers within the specified time periods for work performed between June 1, 2024 and November 30, 2024.
26. I am satisfied that the auditor identified herself in accordance with section 4(4) of the Act and I do not accept that the Commissioner must provide advance notice prior to seeking documents from a licensee's place of business. I accept the Audit Report's conclusion that Embassy failed to grant the auditor entry to its business premises and therefore I find Embassy was in breach of section 32(3) of the Act when it obstructed the auditor's investigation on December 3, 2024.
27. For the purposes of this audit, I accept the auditor's calculation of the wages owed to the company driver who used his own truck as if he were an IO paid by the trip. For the purposes of this audit, I accept that the driver is an IO as defined in the *Regulation*; the Rate Order sets out the trip rates for IOs and he is to be paid the minimum regulated rates for an IO.
28. I also accept that Embassy misclassified a company driver as an IO and used a company truck tag for an IO in breach of section 6.15 of the 2022 CTS license.
29. Based on the information provided in the Audit Report and pursuant to section 9 of the Act, I order Embassy to deliver certified cheque or bank draft for each driver to be paid the following amount less any statutory deductions and to be delivered to the OBCCTC within five days of this decision:

	May 1, 2023 to June 30, 2024	July 1, 2024 to November 30, 2024	July 1 to November 30, 2024	Total
S. Gill	\$2,640.06	\$8,374.66		\$11,014.72
Z. Bo Yin	\$1,932.68	\$15,223.86		\$17,156.54
L. Sang Lam	\$689.04	\$10,002.51		\$10,691.55
R. Brar	\$2,130.35	\$16,383.41		\$18,513.76
J. Nijjar			\$56,167.81	\$56,167.81

J. Samra			\$75,855.48	\$75,855.48
G. Sidhu			\$57,029.54	\$57,029.54
Total				\$246,429.40

30. The seriousness of the available penalties indicates the potential gravity of non-compliance with the *Act*. The *Act* is beneficial legislation intended to ensure that licensees pay their employees and IOs in compliance with the established rates. Licensees must comply with the legislation, as well as the terms and conditions of their licence, and the Commissioner is tasked under the *Act* with investigating and enforcing compliance.
31. In keeping with the above-described purpose of the legislation the factors which will be considered when assessing the appropriate administrative penalty include the following as set out in Smart Choice Transportation Ltd. (OBCCTC Decision No. 21/2016):
- The seriousness of the respondent's conduct;
 - The harm suffered by drivers as a result of the respondent's conduct;
 - The damage done to the integrity of Container Trucking Industry;
 - The extent to which the licensee was enriched;
 - Factors that mitigate the respondent's conduct;
 - The respondent's past conduct;
 - The need to demonstrate the consequences of inappropriate conduct to those who enjoy the benefits of having a CTS licence;
 - The need to deter licensees from engaging in inappropriate conduct, and
 - Orders made by the Commission in similar circumstances in the past.
32. In this case, Embassy's failure to pay its drivers overtime rates between May 1, 2023 and June 30, 2024 and then its failure to pay them any wages at all for five months is serious misconduct. Given the significant amount Embassy drivers are owed, it is reasonable to assume that the amount owed and the delay in payment caused them significant harm. It is also clear that Embassy was enriched by the corresponding amount.
33. As I was provided no explanation for Embassy's failure to pay its drivers and Embassy's obstruction of the auditor's investigation on December 3, 2024, there are no mitigating factors for me to consider.
34. Finally, this is not the first time Embassy has been found in breach for failing to pay its drivers. Both the First and Second Decision address recent and similar circumstances where Embassy failed to pay its drivers the regulated rates and was issued a total of \$66,000 (\$60,000 which is still outstanding) in administrative fines (along with repayment orders). Clearly the previous fines did not dissuade Embassy from continuing its non-compliant behaviour.

35. Based on the above considerations, and the fact that a serious penalty is needed to ensure that other licensees are dissuaded from engaging in such egregious and repetitive behaviour, I propose an administrative penalty of \$100,000.
36. Considering all the factors present in this case, I conclude that this is an appropriate case to issue a penalty. Therefore, in accordance with s. 34(2) of the *Act*, I hereby give notice as follows:
 - a. I propose to impose an administrative fine against Embassy in the amount of \$100,000.00
37. Should it wish to do so, Embassy 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.
38. If Embassy provides a written response in accordance with the above, I will consider its response, and I will provide notice to Embassy of my decision to either:
 - a. Refrain from imposing any or all of the penalty; or
 - b. Impose any or all of the proposed penalty.

Conclusion

39. In summary, Embassy has been found to have violated its license and the *Act* by failing pay its drivers for container trucking services performed, failing to pay the required overtime rates, failing to pay its drivers within the timeline required by the *Regulation*, misclassifying a company driver as an IO, and obstructing the auditor's investigation. I have determined that it is appropriate to propose the imposition of a \$100,000.00 fine.
40. This decision will be delivered to the licensee and published on the Commissioner's website (www.obcctc.ca).

Dated at Vancouver, B.C., this 4th day of April 2025.



Glen MacInnes
Commissioner