



April 8, 2025

Super Star Trucking Ltd.
104-8047 199 Street
Langley, BC V2Y 0E2

Commissioner's Decision
Super Star Trucking Ltd (CTC No. 10/2025)

Introduction

1. Super Star Trucking Ltd. ("Super Star") is a licensee within the meaning of the *Container Trucking Act* (the "Act"). Super Star currently has six company drivers.
2. iHaul Freight Ltd. ("iHaul") is not a licensee but is a Related Person of Super Star.
3. 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.
4. 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.
5. On January 22, 2024, the Office of the BC Container Trucking Commissioner ("OBCCTC") received a complaint that driver(s) at Super Star were being paid less than the regulated rates to perform container trucking services, including not being paying the overtime rate introduced on May 1, 2023.
6. In accordance with section 29(1) of the *Act*, an auditor was directed to conduct an audit of Super Star to determine if a breach had occurred.
7. Super Star has been the subject of two previous decisions. In Super Star Trucking Ltd. (CTC No. 13/2016), Super Star was found to be non-compliant with the regulated rates until December 1, 2015. The Commissioner exercised his discretion and did not assess an administrative

penalty. In Super Star Trucking Ltd. (CTC Decision No. 14/2023), I found that Super Star failed to provide the auditor with the daily hours worked by each driver as required under Appendix D to Schedule 1 of its CTS license and failed to maintain electronic payroll records in accordance with section 6.10 of its CTS license. An administrative fine of \$6,000.00 was imposed.

Complaint

8. In January of 2024, a company driver at Super Star ("Complainant") alleged that he was paid \$29.00 per hour for each hour of container trucking services and that Super Star did not increase its drivers' hourly rate to \$31.67 per hour as required by the Rate Order effective July 1, 2023. The Complainant also alleged that Super Star was not paying its drivers for all overtime hours worked as required by the Rate Order effective May 1, 2023.
9. The Complainant confirmed that he sometimes moved "53 foot refer van and dry van moves" as part of his job and that Super Star paid a portion of his extended health benefits.
10. The Complainant explained that he fills out a daily time sheet and hands it in to Super Star. He also emails Super Star his total hours for the pay period. Super Star then emails him his pay stubs every two weeks when he is paid.
11. The Complainant provided the OBCCTC a copy of wage statements he received from Super Star and his own daily time sheets that he provided to Super Star for the period May 1, 2023 – March 16, 2024.

Audit Report

12. On February 8, 2024, the OBCCTC sent a letter to Super Star advising that it was the subject of an audit and requesting payroll records for any container trucking services work performed during July 2023 and December 2023 ("Audit Period") by February 23, 2024.
13. Super Star provided the auditor with some of the requested information ("Partial Payroll Records") by the deadline but failed to respond to the auditor's subsequent May 21, May 24 and June 7, 2024 requests to provide all of the requested information. Among other documents not provided, Super Star did not provide any supporting documentation for its payroll deductions for benefits or the daily hours of work or trip sheets for the "non-CTS" hours performed by company drivers.
14. With the limited payroll information provided by Super Star, the auditor proceeded to attempt to determine if the Complainant and other company drivers were paid the regulated rates for performing container trucking services.

Complainant

15. The auditor compared the Complainant's payroll records for the Audit Period to the Partial Payroll Records provided by Super Star and identified several inconsistencies. The Complainant's payroll records show the Complainant was paid \$29.00 an hour for all hours worked whereas the Partial

Payroll Records provided by Super Star for the same period list two different wage rates (\$29.00 for “non-CTS hours” and \$31.67 for “CTS hours”). In addition, the total hours and wage deductions listed on the Complainant’s payroll records differ from those on the Partial Payroll Records produced by Super Star.

16. The auditor spoke to two other company drivers at Super Star who confirmed they were paid \$29.00 per hour and \$43.50 per hour for overtime for all hours worked and only provided her a copy of their November 2023 wage statements.
17. The auditor advised Super Star that in the absence of any supporting documentation about the type of work performed by the company drivers or the deductions made, she would consider all the hours worked by the company drivers to attract the regulated rates and any unsupported deductions would have to be repaid. As stated above, Super Star did not provide any additional information as requested.
18. The auditor accepted that the Complainant’s payroll records were consistent with the Complainant’s reported hours worked. The auditor found the amount deposited in the Complainant’s bank account at the time and the Partial Payroll Records provided by Super Star did not support that the Complainant performed “non-CTS” work.
19. The auditor reviewed the Complainant’s payroll records between May 1, 2020 and March 16, 2024 and determined that he was owed \$15,661.55 in wages during that period as result of Super Star’s failure to pay the regulated minimum rates and overtime.

Company Drivers

20. The auditor reviewed the Partial Payroll Records provided by Super Star for all company drivers and determined that each driver should have received \$31.67 per hour instead of the \$29.00 per hour they received during the Audit Period. The auditor also recalculated the overtime owed to each driver during the Audit Period based on the applicable overtime rate of \$47.50 per hour. Finally, the auditor was unable to verify the deductions and adjustments to each driver’s wages during the Audit Period.
21. The auditor calculated that Super Star’s company drivers (including the Complainant) were owed the following for the two month Audit Period:

	Drivers
July 2023 incorrect hourly rate	\$2,866.64
December 2023 incorrect hourly rate	\$1,927.24
Missing overtime	\$198.00
Adjustments to net pay	\$605.86
Benefits deducted July 2023	\$777.01
Benefits deducted December 2023	\$993.84
Total	\$7,368.59

22. On July 10, 2024, Super Star was provided with a copy of the Audit Report and provided an opportunity to respond no later than August 9, 2024.
23. Super Star provided a response on August 9, 2024 which included, for the first time, documentation about its “Non-Port” work and benefit invoices paid to its insurance company on behalf of its employees.
24. On September 10 and September 24, 2024, I asked Super Star to provide the payroll documentation for July and December 2023 requested in the auditor’s February 8, 2024 correspondence. Super Star provided the requested information on September 18 and September 23, 2024.

Licensee Response

25. Super Star explains that it does not have sufficient container trucking services work for its drivers and to provide each company driver with a full-time living wage, it partners with iHaul to perform “not-CTS”¹ work. It further explains that both iHaul and Super Star use electronic logs and Trucking Management Systems (“TMS”) reports and each system allows Super Star to identify when a driver is moving a “container” requiring payment of the regulated rates.
26. Super Star had previously provided the auditor the TMS report for Super Star but provided for the first time an excel spreadsheet from iHaul for each driver in July and December 2023 which it says confirms that the drivers were performing “non-CTS” work (“iHaul Spreadsheet”). Super Star disagrees with the findings of the auditor that all work performed by the company drivers should be paid at the regulated rate and maintains that it has paid the appropriate rates.
27. Super Star states that its payroll system was unable to separate “non-CTS” hours and “CTS hours” and it says that it secured its drivers’ agreement to receive wage statements that were presumably similar to the Complainant’s records to avoid “higher tax deductions.” It further states that upon learning that the wage statements were non-compliant with the CTS license, Super Star “created new, compliant paystubs” and it was these that it provided to the OBCCTC on February 23, 2024 (“Amended Wage Statements”). As set out below, Super Star has not to date provided copies of the original wage statements provided to its company drivers despite being asked and then ordered to do so.
28. Super Star did not provide a submission on the payroll deductions but, as mentioned above, did provide monthly invoices for benefits paid on behalf of its drivers in the Audit Period (“Benefit Invoices”).

¹ I understand that Super Star’s use of the terms “non-CTS” and “non-Port” work and hours is meant to suggest that the work does not attract the regulated hourly rates.

Order

29. Questions regarding several discrepancies between the Complainant's payroll records and the Partial Payroll Records were unanswered in Super Star's response and the iHaul Spreadsheet and the Benefit Invoices revealed more discrepancies.
 30. On December 10, 2024, I advised Super Star that the Complainant's payroll records did not appear to have been provided to Super Star prior to the Audit Report. Given the discrepancies between the information provided by Super Star – including the information provided after its receipt of the Audit Report – I provided Super Star with an opportunity to review the Complainant's payroll records and provide a submission.
 31. In the same letter, I also requested that Super Star provide me with copies of wages statements for all its drivers similar to the wage statement produced by the Complainant. I also requested that Super Star provide copies of timesheets for all its drivers similar to the timesheet produced by the Complainant (collectively the "Requested Records"). This information was requested pursuant to Appendix B of the CTS license.
 32. The deadline for the submission and production of documents was December 30, 2024. Super Star did not provide a submission and did not produce the Requested Records.
 33. On or around January 21, 2025, the OBCCTC Registrar spoke to Mr. Rattanpaul, Super Star's directing mind, to inquire about the status of the Requested Records. Mr. Rattanpaul advised he did not recall seeing the December 10, 2024 correspondence and would be seeking an extension. To date, Mr. Rattanpaul has not requested an extension and has not produced the Requested Records.
 34. On February 26, 2025, based on Super Star's failure to provide the Requested Records by the deadline and pursuant to section 9 of the *Act*, I ordered Super Star to provide the following to the OBCCTC no later than March 11, 2025:
 - a. All payroll statements issued by Super Star or iHaul or any other Related Person of Super Star to all truckers for June, July, November and December 2023; and
 - b. All timesheets created/received/issued by Super Star or iHaul or any other Related Person of Superstar all truckers for June, July, November and December 2023.
- ("Order")
35. Super Star did not comply with the Order by the deadline.

Decision

36. Super Star does not dispute that there are at least two different versions of payroll records for each company driver during the Audit Period. While Super Star submits that the Amended Wage

Statements in its Partial Payroll Records were “generated,” I was provided no evidence that Super Star provided them to its company drivers at any stage.

37. Despite Super Star’s insistence that it paid company drivers the regulated rates for container trucking services during the Audit Period, the inconsistent and incomplete payroll records tell a very different story.
38. The Complainant’s payroll records clearly indicate that the Complainant was paid \$29.00 per hour (\$43.50 per hour for overtime) during the Audit Period, when the minimum rate was \$31.67 and the minimum overtime rate was \$47.50.
39. The Complainant’s payroll records also record that deductions for dental and extended health care were split equally between the Complainant and the licensee and the same amount was deducted in each pay period. The total hours worked recorded in the Complainant’s records squares with the hours recorded on the Complainant’s time sheets. The total amounts showing as paid on the Complainant’s payroll records correspond to the amount deposited in the Complainant’s bank account.
40. However, the total hours worked recorded on the Partial Payroll Records from Super Star do not match the total hours recorded on the Complainant’s payroll records. Furthermore, the hours shown on the TMS report (“CTS work”) and the iHaul Spreadsheet (“non-CTS” work”) for the Complainant do not add up to the total number of hours reported on either the Complainant’s payroll records or the Partial Payroll Records provided by Super Star for the pay periods in the Audit Period.
41. I have also reviewed Super Star’s Benefit Invoices and cannot reconcile Super Star’s deductions for benefits with either the Complainant’s payroll records or the Partial Payroll Records provided by Super Star.
42. Based on the above, I find the Partial Payroll Records provided by Super Star are unreliable. They are inconsistent with the Benefit Invoices and the iHaul Spreadsheets and I have not been given any reasonable explanation for the differences in the hours, rates, and deductions recorded on the Complainant’s records. I am not convinced by Super Star’s explanation that its records were modified for tax purposes, largely because I do not believe there would be any tax advantage. I find it likelier than not that Super Star continued to pay the Complainant \$29.00 per hour (\$43.50 for overtime) after July 1, 2023 as indicated on the Complainant’s records.
43. Super Star does not challenge the Audit Report’s finding that two other company drivers reported receiving wage statements showing a rate of \$29.00 per hour in November 2023. I find Super Star’s failure to provide wage statements similar to the one initially provided by the Complainant to be telling. If Super Star genuinely altered its payroll records to distinguish the “non-CTS” work from the “CTS-work” rather than to avoid paying the regulated rates, there would be no reason for it not to provide the original wages statements that clearly exist.

44. The challenge with the auditor's calculations set out in paragraphs 19 and 21 of this decision is that they are based on calculations using the difference between \$29.00 and the regulated rate of \$31.67. At the time of the Audit Report, Super Star had not provided the auditor with the Benefit Invoices so she could not determine how much Super Star was actually paying its drivers taking into consideration the inclusion of benefits.²
45. I am satisfied that Super Star pays a portion of the cost of benefits on behalf of the company drivers but I am unable to determine the amount for the purpose of calculating the hourly rate. The Complainant's payroll records and the Partial Payroll Records and the Benefit Invoices provided by Super Star cannot be reconciled. Since Super Star failed to comply with the Order or provide any explanation for the discrepancies, I am unable to determine the benefit costs Super Star paid on behalf of the drivers and therefore unable to determine what is owing.
46. I am also unable to rely on the Complainant's self-reported reference to 53-foot containers³ as evidence that some of the work he performed does not attract the regulated rates. The onus lies with the licensee to demonstrate that it is not required to pay the regulated rate. Even after it was warned that an adverse inference would be drawn if it failed to provide the auditor with sufficient evidence around its "non-CTS" work, Super Star did not provide any evidence. My review of Super Star's response and the iHaul Spreadsheet indicates that company drivers used their tagged trucks to load and unload containers in locations throughout the Lower Mainland. The iHaul Spreadsheet does identify the containers moved by the company drivers or suggest or explain that they are not "containers."
47. While the TMS report provides a partial accounting of the daily hours worked by the company drivers, the iHaul Spreadsheet does not. It is difficult to determine the true number of hours each company driver worked each day. Super Star's failure to comply with the Order to produce all payroll records and timesheets for all the drivers during the Audit Period makes this more difficult. I find Super Star's failure to provide a record of the daily hours worked by each company driver to be a breach of Appendix B(4) of Schedule 1 of the 2022 CTS license.
48. I also find that Super Star has not provided satisfactory evidence to explain the "adjustment to pay" deduction taken during the Audit Period and therefore the deduction is not permissible. I agree with the auditor that \$605.86 needs to be repaid to the respective company drivers.
49. I find that Super Star did not comply with the Order and is in breach of section 40 of the Act. I am left with incomplete payroll records and am unable to determine the exact amount owing to the company drivers. I have also been provided with no explanation for the discrepancies between the Complainant's payroll records and the Partial Payroll Records provided by Super Star.

^{2 2} The minimum rate set out in the Rate Order is inclusive of benefits paid by a licensee on behalf of a trucker.

³ See Simard Westlink (CTC Decision No. 04/2024) (Reconsideration).

50. 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 licences, and the Commissioner is tasked under the Act with investigating and enforcing compliance.
51. 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.
52. Failure to comply with orders pursuant to section 40 of the Act has resulted in suspension of licenses in Can. American Enterprises Ltd. (CTC Decision No 12/2020), Pro West Trucking Ltd. (CTC Decision No. 08/2023), and Embassy Transportation Inc. (CTC Decision No. 13/2024).
53. In assessing an appropriate penalty, I am mindful that Super Star has previously received an administrative penalty of \$6,000.00 for issues including failure to provide requested payroll records showing the daily hours worked by its company drivers.
54. In this case, Super Star's failure to comply with the Order has severely hampered the audit process and made it particularly difficult to determine how much money is owed to its company drivers, including the Complainant. This is largely because, without the Requested Records, I am unable to determine the amounts owing by Super Star. Particularly egregious is that Super Star has --or should have -- the original payroll records issued to its company drivers and refuses to provide those records even after being ordered to do so. I have been provided no explanation as to why Super Star has failed to comply with the Order.
55. For the purposes of this decision, I will only address Super Star's failure to comply with the Order. I will issue a Supplemental Decision and any other proposed administrative penalty regarding any other contraventions at a later date.
56. Based on the above, I propose an administrative penalty of \$15,000 and that Super Star's license be suspended until such time as it complies with the Order or for six months, whichever is sooner.

The penalty should prevent Super Star and other licensees from engaging in the cost-benefit analysis that appears to have occurred in this case.

57. 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 Super Star in the amount of \$15,000.00; and
- b. I propose to suspend Super Star's license until such time as it complies with the Order, or for six months, whichever is sooner.

58. Should it wish to do so, Super Star 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.

59. If Super Star provides a written response in accordance with the above, I will consider its response, and I will provide notice to Super Star 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

60. Super Star appears to have underpaid its drivers and altered its payroll records. However, at this stage it is not possible to determine the amounts Super Star may owe. Super Star's underpayment of its drivers and its modification of its records will be dealt with separately.

61. Super Star has also failed to provide records as requested and then as ordered. I have determined that it is appropriate to propose the imposition of a \$15,000 fine and that Super Star's license be suspended until such time as it complies with the Order, or for six months, whichever is sooner.

62. This decision will be delivered to the licensee and published on the Commissioner's website (www.obcctc.ca)

Dated at Vancouver, B.C., this 8th day of April 2025.



Glen MacInnes
Commissioner