

AMENDED TO 14 DAY OF May A.D. 2019  
PURSUANT TO RULE 3.02 UNDER O.R.S. 12.01(1) DATE  
31 DAY OF May A.D. 2019

Form 10  
[Rule 3.25]



COURT FILE NUMBER 1803 06090

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE EDMONTON

PLAINTIFFS JONAH LOUISE CABELA FALGUI and EDELINE ROYO AGONCILLO

DEFENDANTS SOLOMON COLLEGE LTD., SOLOMON COLLEGE INTERNATIONAL LTD., APEX PROFESSIONAL GROUP LTD., AMARJOT SINGH, PING PING LEE, BUN WAH LAU, and SHAWN GABRIEL

DOCUMENT **Brought under the *Class Proceedings Act***  
**AMENDED AMENDED AMENDED**  
**AMENDED AMENDED STATEMENT OF CLAIM**

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**NOTICE TO DEFENDANTS**

You are being sued. You are a defendant.

Go to the end of this document to see what you can do and when you must do it.

**Note: State below only facts and not evidence (Rule 13.6)**

**Statement of facts relied on:**

**Plaintiffs**

1. The Plaintiff Jonah Louise Cabela Falgui ("**Falgui**") is a citizen of the Philippines and currently resides in Coquitlam, British Columbia.

2. At all material times in this action, Falgui resided in Edmonton, Alberta.
3. The Plaintiff Edeline Royo Agoncillo (“**Agoncillo**”) is a citizen of the Philippines and currently resides in Edmonton, Alberta.

### **Solomon College**

4. The Defendants Solomon College Ltd. and Solomon College International Ltd. are companies incorporated under the laws of Alberta that operate Solomon College, a licensed private vocational college in Edmonton, Alberta.
5. The Defendant Ping Ping Lee (“**Lee**”) is the sole director and shareholder of Solomon College Ltd., and at all material times, exercised complete control over the corporation and the decisions it made in relation to its dealings with the Plaintiffs and Class Members.
6. The Defendant Bun Wah Lau (“**Lau**”) and Lee are the directors of Solomon College International Ltd., and at all material times, exercised complete control over the corporation and the decisions it made in relation to its dealings with the Plaintiffs and Class Members.
7. Lau and Lee are also the sole shareholders of Solomon College International Ltd.

### **Apex Immigration**

8. The Defendant Apex Professional Group Ltd. (“**Apex**”) was a company registered under the laws of Alberta that has now been dissolved.
9. Apex was an immigration consultancy company that employed immigration consultants licensed and regulated by the Immigration Consultants of Canada Regulatory Council (“**ICCRC**”).
10. Amarjot Singh (“**Singh**”) acted as Apex’s immigration consultant in Edmonton.
11. Singh is licensed to provide immigration consultancy advice and other services by the ICCRC.
12. Apex was dissolved on December 29, 2017.
13. Apex was revived as a corporation under the laws of Alberta pursuant to the Order of Master L.R. Birkett, filed in this action on May 16, 2018.

### **Overview**

14. The Plaintiffs bring this class action on behalf of a class of persons (the “**Class**”

**Members**”), who, on or after June 2015, enrolled or were already enrolled in Solomon College, a private vocational college operated by the Defendants Solomon College Ltd., Solomon College International Ltd., or both (collectively referred to as “**Solomon College**”), to complete a diploma program in Hotel & Hospitality Management.

15. The Plaintiffs, along with the Class Members, were in Canada on visitor or work visas, and were approaching the expiration of their visas.
16. The Plaintiffs, along with the Class Members, wanted to remain in Canada to work or work further, and potentially obtain permanent residency.
17. Agoncillo, and a portion of the Class Members (the “**Sub-Class Members**”), approached Apex and Singh for options to remain in Canada to work or work further, and potentially obtain permanent residency.
18. Falgui, and the remaining Class Members, approached others for options to remain in Canada to work or work further and potentially obtain permanent residency, or investigated the matter themselves.
19. Immigration, Refugees, and Citizenship Canada (“**Immigration Canada**”) offers graduates of accredited post-secondary institutions in Canada with a three year open work permit upon graduation as part of the Post Graduate Work Program. The work permit is known as the Post-Graduation Work Permit (“**PGWP**”).
20. Agoncillo, and the Sub-Class Members, were informed of the Post Graduate Work Program and PGWP by Apex and Singh, and advised that it was the best way for them to remain in Canada.
21. Falgui, and the remaining Class Members, were also informed of the Post Graduate Work Program and PGWP through other sources, and advised that it was the best way for them to remain in Canada.
22. In order to be eligible for the Post Graduate Work Program, graduates must be of 18 years of age or older, have continuously studied full-time in Canada in a study program of at least eight months, and graduated from:
  - a. a public post-secondary institution, such as a college, trade or technical school, university or CEGEP;
  - b. a private post-secondary institution that operates under the same rules and regulations as public institutions;
  - c. a private secondary or post-secondary institution offering qualifying programs of

900 hours or longer leading to a diploma of vocational studies or an attestation of vocational specialization; or

- d. a Canadian private institution authorized by provincial statute to confer degrees, but only if the student is enrolled in one of the programs of study leading to a degree, as authorized by the province, and not in just any program of study offered by the private institution.
23. Solomon College represented to the Plaintiffs and the Class Members that graduates from its Hotel & Hospitality Management diploma program were eligible for the PGWP.
24. Apex and Singh represented to Agoncillo and the Sub-Class Members that graduates of Solomon College's Hotel & Hospitality Management diploma program were eligible for the PGWP.
25. Based on the representation that Solomon College's graduates were eligible for the PGWP, the Plaintiffs and Class Members enrolled in the program at a cost of approximately \$18,000.00 per student, including books and administrative fees.
26. At the time that the Plaintiffs and Class Members enrolled in Solomon College, and throughout their studies, Solomon College was not recognized by Immigration Canada as a post-secondary institution whose graduates were eligible for the PGWP, specifically graduates of its Hotel & Hospitality Management diploma program.
27. Solomon College graduates, including the Plaintiffs and Class Members, were never eligible to receive the PGWP upon graduation.
28. Solomon, Apex, Singh, and others had an arrangement, whereby Solomon College would pay Apex, Singh, and others a commission for any individuals they referred to Solomon College who ended up enrolling in the Hotel & Hospitality Management diploma program.
29. Solomon College paid Apex and Singh a commission for inducing Agoncillo and the Sub-Class Members to enroll in its Hotel & Hospitality Management diploma program.
30. Apex, Singh, and the others who advised or induced the Class Members to enroll in Solomon College were agents of Solomon College, or were otherwise retained by Solomon College to recruit foreign nationals to enroll in its Hotel & Hospitality Management diploma program under the guise that graduates would be eligible for the PGWP upon graduation.
31. Solomon College specifically instructed, advised, or encouraged Apex, Singh, and the others to market Solomon College and the Hotel & Hospitality Management diploma

program to the Plaintiffs, Class Members, and foreign nationals as an educational institution and program whose graduates would be eligible for the PGWP.

32. Solomon College paid Apex, Singh, and others a commission for each Class Member it referred to Solomon College who ended up enrolling in the Hotel & Hospitality Management diploma program.
33. Solomon College, Apex, Singh, and the others knew, ought to have known, or were reckless to the fact that the Hotel & Hospitality Management diploma program was never accredited under the Post Graduate Work Program and that its graduates would never be eligible for the PGWP.
34. At all material times, Solomon College and the others knew, ought to have known, or were reckless to the fact that graduates of its Hotel & Hospitality Management diploma program were ineligible for the Post Graduate Work Program at all times, including in 2014 or earlier.
35. At all material times, Apex, Singh, and the others and the others knew, ought to have known, or were reckless to the fact that graduates of Solomon College's Hotel & Hospitality Management diploma program at all times, including in 2014 or earlier.
36. Despite this knowledge or constructive knowledge, Solomon College instructed, advised, or encouraged Apex, Singh, and others to market Solomon College and the Hotel & Hospitality Management diploma program to the Plaintiffs, Class Members, and foreign nationals in this manner, and Apex, Singh, and others did market Solomon College to the Plaintiffs, Class Members, and foreign nationals in this manner.
37. The Plaintiffs and Class Members relied on the representations of Solomon College, Apex, and Singh, and enrolled in Solomon College's Hotel & Hospitality Management diploma program.
38. The Plaintiffs and the Class Members forwent enrollment in other post-secondary institutions whose graduates were eligible for the PGWP, based on the representations of Solomon College, Apex, and Singh.
39. Agoncillo and the Sub-Class Members forwent enrollment in other post-secondary institutions whose graduates were eligible for the PGWP, based on Apex and Singh's representations.
40. After enrolling in the program, the Plaintiffs and Class Members realized that graduates of Solomon College were ineligible for the PGWP, and raised this matter with Solomon College.

41. In response, Solomon College directly represented to the Plaintiffs and Class Members that graduates of the Hotel & Hospitality Management diploma program were eligible for the PGWP.
42. After the Class Members advised that their own PGWP applications, and the PGWP applications of other graduates of the Hotel & Hospitality Management diploma program, were rejected by Immigration Canada, Solomon College stated that it would investigate the matter further.
43. Solomon College then represented that although it could not guarantee that graduates would obtain a PGWP, it was possible, as it was aware of previous graduates who received it after completing the program. Solomon College stated that a graduate's eligibility for a PGWP was determined on a case-by-case basis by Immigration Canada. In order to assist the Class Members in obtaining a PGWP, Solomon College drafted a support letter for the Class Members, which they were advised to include in their applications for the PGWP.
44. Later, Solomon College represented to the Plaintiffs and Class Members that obtaining a PGWP may be more difficult due to unspecified changes imposed by Immigration Canada in 2014, but still claimed that graduates as late of August 2015 obtained the PGWP.
45. However, graduates of Solomon College's Hotel & Hospitality Management diploma program were never eligible for the PGWP, as neither Solomon College nor the program were accredited by Immigration Canada under the Post Graduate Work Program.
46. Solomon College misrepresented to the Plaintiffs and Class Members that graduates of Solomon College were eligible for the PGWP at all material times.
47. Apex and Singh misrepresented to Agoncillo and the Sub-Class Members that graduates of Solomon College were eligible for the PGWP at all material times.
48. Solomon College, Apex, and Singh conspired to have Agoncillo and the Sub-Class Members enroll in Solomon College under the false pretense that its graduates were eligible for the PGWP.
49. Based on the misrepresentations, the Plaintiffs and the Class Members spent considerable money enrolling in Solomon College and years studying in the program. The Plaintiffs and the Class Members also spent considerable sums to remain in Canada during the course of their studies, decided to not enroll in other post-secondary institutions whose graduates are eligible for the PGWP, forwent other opportunities to remain in Canada and work towards permanent residency, and may have to leave the country upon graduation.

50. Solomon College is liable to the Plaintiffs and the Class Members for fraudulent misrepresentation, negligent misrepresentation, conspiracy, unjust enrichment, the breach of fiduciary duty, and waiver of tort.
51. Apex and Singh are further liable to Agoncillo and the Sub-Class Members for breach of contract, conspiracy, fraudulent misrepresentation, negligent misrepresentation, unjust enrichment, the breach of fiduciary duty, and waiver of tort.

### **The Proposed Class Representatives**

#### **Falgui**

52. Falgui is a citizen of the Philippines, and arrived in Edmonton in 2014 under the Temporary Foreign Worker Program (“**TFW Program**”).
53. Immigration Canada issued Falgui a 2-year work visa under the TFW Program in 2014.
54. In June 2016, shortly before or at the time that Falgui’s work visa was to expire, Falgui’s employer notified her that her work visa could not be extended.
55. Falgui wanted to remain in Canada, and explored other opportunities she had to stay in the country and obtain her Permanent Residency.
56. Falgui approached Jacquelyn Gomez (“**Gomez**”) in June or July 2016, an immigration consultant, for advice, and was told about the Post Graduate Work Program and PGWP. Gomez represented that the best way for Falgui to remain in Canada would be to enroll in an educational institution and program whose graduates were eligible for the PGWP, a three year open work permit.
57. Gomez specifically represented that she worked with Solomon College, a private educational institution that offered a Hotel & Hospitality Management diploma program that was accredited under the Post Graduate Work Program. Gomez stated that Falgui could obtain the PGWP after she graduated from Solomon College’s Hotel & Hospitality Management diploma program.
58. Gomez also represented herself to be an agent of Solomon College, advising Falgui that she did not have to pay Gomez for her services, and that Gomez would be compensated by Solomon College directly if Falgui enrolled in the Hotel & Hospitality Management diploma program.
59. Falgui thought this was the best way for her to remain in Canada, as it would provide her additional job market skills and the ability to work in Canada for a longer period of time. This would also assist Falgui in an eventual application for permanent residency.

60. Falgui enrolled in Solomon College in the Hotel & Hospitality Management program on the representation that its graduates would be eligible for the PGWP.
61. This representation was made to Falgui by Gomez on the instruction, advice, or encouragement of Solomon College.
62. Falgui paid approximately \$18,000.00 to Solomon College for enrolment, which included tuition fees, administrative fees, and books. Falgui paid these fees in installments.
63. At the time of enrolment, Solomon College asked Falgui if she was referred to the school by any anyone. Falgui advised that she was referred to Solomon College by Gomez.
64. Solomon College then paid Gomez a commission for Falgui's enrolment.
65. Falgui used her savings and took out high interest loans to come up with the funds required to enroll in Solomon College.
66. Falgui's classes commenced in August 2016.
67. Nearly all of Falgui's classmates were foreign nationals who enrolled in Solomon College's Hotel & Hospitality Management diploma program to obtain the PGWP after graduation. The program was a means towards their intended aim, which was obtaining the PGWP.

#### **Agoncillo**

68. Agoncillo is a citizen of the Philippines, and arrived in Edmonton in 2014 under the TFW program.
69. In July 2015, Agoncillo was notified by her employer that her contract would not be extended, and Agoncillo looked for other opportunities to remain in Canada and eventually obtain her Permanent Residency.
70. Agoncillo contacted Apex and Singh online in the summer of 2015, and was advised by Apex and Singh about the Post Graduate Work Program and PGWP.
71. Apex and Singh represented to Agoncillo that her best chance to remain in Canada was by studying at Solomon College and obtaining the PGWP after graduating from its Hotel & Hospitality Management diploma program.
72. Apex and Singh specifically represented that Solomon College and its Hotel & Hospitality Management diploma program were accredited under the Post Graduate Work Program by Immigration Canada. Apex and Singh further represented to Agoncillo that she could obtain the PGWP after she graduated from Solomon College's Hotel &



Hospitality Management diploma program.

73. Apex and Singh held themselves out to Agoncillo as agents of Solomon College, stating that they worked with Solomon College in the past to enroll foreign nationals like Agoncillo in its Hotel & Hospitality Management diploma program for the purposes of obtaining the PGWP.
74. Agoncillo trusted Apex and Singh, as they held themselves out as experienced and knowledgeable on the PGWP and her immigration needs, and were accredited with the ICCRC.
75. Agoncillo executed a retainer agreement and other agreements with Apex and Singh in or around December 2015 or earlier, in which Apex and Singh promised to provide competent, informed, and accurate advice and assistance to Agoncillo.
76. Based on Apex and Singh's representations, Agoncillo enrolled in Solomon College's Hotel & Hospitality Management program on the understanding that its graduates would be eligible for the PGWP upon graduation.
77. Apex and Singh completed Agoncillo's enrolment and registration for her, including applying for and obtaining a student visa for Agoncillo to study at Solomon College.
78. Agoncillo paid approximately \$18,000.00 to Solomon College for enrolment, which included tuition fees, administrative fees, and books. Agoncillo paid these fees in installments.
79. Agoncillo also paid Apex and Singh fees they charged for their advice and assistance.
80. At the time of enrolment, Solomon College asked Agoncillo if she was referred to the school by anyone. Agoncillo advised that she was referred to Solomon College by Apex and Singh.
81. Solomon College wrote "Apex and Singh" on her enrolment application.
82. Solomon College then paid Apex and Singh a commission for Agoncillo's enrolment.
83. Agoncillo used her savings and took out high interest loans to come up with the funds required to enroll in Solomon College.
84. Agoncillo classes commenced in April 2016.
85. Nearly all of Agoncillo's classmates were foreign nationals who enrolled in Solomon College's Hotel & Hospitality Management diploma program to obtain the PGWP after graduation. The program was a means towards their intended aim, which was obtaining

the PGWP.

**Solomon College on the Eligibility of Graduates for the PGWP**

86. Starting in September 2016, the Class Members, including Falgui and Agoncillo, began asking Solomon College staff and administrators for confirmation that graduates of the Hotel & Hospitality Management diploma program were eligible for the PGWP.
87. Initially, Solomon College refused to provide a direct answer.
88. After the Class Members, including Falgui and Agoncillo, continued to insist upon an answer, Solomon College stated that graduates of the Hotel & Hospitality Management diploma program were eligible for the PGWP and that it was aware of previous students who obtained the PGWP upon graduation.
89. Solomon College made this representation to the Class Members, including Falgui and Agoncillo, in the fall of 2016.
90. At the time of the representation, the Class Members, including Falgui and Agoncillo, were considering to withdraw from Solomon College, obtain refunds or not pay additional fees, and enroll in another school whose graduates were eligible for the PGWP or pursue another path towards legal status in Canada.
91. The Plaintiffs and Class Members would not have enrolled in Solomon College's Hotel & Hospitality Management diploma program if they knew that they would not be eligible for the PGWP after graduation.
92. Solomon College's representation regarding their eligibility for the PGWP induced them to remain enrolled in the Hotel & Hospitality Management diploma program, believing that they would be eligible for the PGWP upon graduation.
93. However, later on in the fall of 2016, the Class Members began to be rejected for and heard of other graduates of the Hotel & Hospitality Management diploma program being denied the PGWP on the grounds that neither Solomon College nor the program were accredited by Immigration Canada under the Post Graduate Work Program.
94. The Plaintiffs and Class Members requested for additional clarification from Solomon College of whether graduates of the Hotel & Hospitality Management diploma program were eligible for the PGWP, especially in light of recent graduates being denied the PGWP.
95. Solomon College advised that it would investigate the matter and apprise the Class Members of what it found.

96. Solomon College held information sessions in December 2016 and February 2017 to provide the Plaintiffs, Class Members, and others enrolled in the Hotel & Hospitality Management diploma program an update on its investigations into whether its graduates were eligible for the PGWP.
97. The information sessions were deliberately held by Solomon College in the weeks before additional fees were due by the Plaintiffs and Class Members to continue on in the Hotel & Hospitality Management diploma program.
98. Agoncillo, along with her entire class, attended the information session held by Solomon College in December 2016.
99. Falgui, along with her entire class, attended the information session held by Solomon College in February 2017.
100. Each session was led by Ben Lau (“Lau”), an owner, director, officer, and employee of Solomon College. Lau acknowledged that the Class Members enrolled in Solomon College’s Hotel & Hospitality Management diploma program in order to obtain the PGWP, and that the Class Members were anxious to know if they were eligible for the PGWP upon graduation, based on the rejections and other issues they had heard about.
101. At each session, Lau represented to the Plaintiffs and Class Members that graduates of Solomon College’s Hotel & Hospitality Management diploma program were eligible for the PGWP, but the ability of the Class Members to obtain the work permit was dependent on how they presented themselves in their applications. Lau further represented that he personally knew of graduates of the Hotel & Hospitality Management diploma program who had received the PGWP in the past. Lau advised that the Class Members should emphasize in their PGWP applications that they do not want to remain in Canada after the expiration of the PGWP, representing that this would give the Class Members a better chance in obtaining the PGWP.
102. At the time that the information sessions were held, both Solomon College and Lau knew, ought to have known, or were reckless to the fact that the Plaintiffs and Class Members were ineligible for the PGWP, as neither Solomon College nor the Hotel & Hospitality Management diploma program were accredited under the Post Graduate Work Program by Immigration Canada.
103. In reliance of the representations made by Lau on behalf of Solomon College, the Plaintiffs and Class Members remained enrolled in Solomon College, paid Solomon College the additional fees, did not demand a refund, or all of the above.
104. Agoncillo remained enrolled in the Hotel & Hospitality Management diploma program

based on the representations made by Lau on behalf of Solomon College at the information session held in December 2016, and did not demand a refund.

105. Falgui remained enrolled in the Hotel & Hospitality Management diploma program and paid her second fee installment in or around February 2017 in reliance of the representations made by Lau on behalf of Solomon College at the information session held in February 2017.
106. From January to June 2017, Solomon College continued to represent to the Plaintiffs and Class Members that they would be eligible for the PGWP upon graduation.
107. In or around March 2017, Solomon College provided the Plaintiffs and Class Members with a support letter drafted by the Defendant Ping Ping Lee (“Lee”), an owner, director, officer, and employee of Solomon College.
108. Solomon College advised the Plaintiffs and Class Members to include the support letter in their PGWP applications. Solomon College represented that the support letter would improve the Plaintiffs and Class Members’ chances of obtaining the PGWP.
109. Lee’s letter stated (bold emphasis added, italicized emphasis found in the version of the support letter provided to the Plaintiffs and Class Members):

Solomon College's Hospitality Management Program is licensed by the Government of Alberta under the Private Vocational Training Act (DLI#0110120953397). **The program operates under the same rules and regulations as other post-secondary public institutions.** All applicants must have completed high school to be considered for admission, and the courses offered in the program are transferable to other post-secondary programs provided that those programs are similar in nature.

As a post-secondary institution of high standards, the college has been receiving government funding since 2002. Currently, the college receives 64% of its funding from both the Federal (Language Instruction for Newcomers to Canada, LINC program) and Provincial (Alberta Works) Governments. Being entrusted with this level of government funding attests to the college's good standing and ability to ensure program quality and financial accountability standards are continuously met.

**Solomon College has been identified by IRCC as an eligible post-secondary institution** and has been invited to participate in conferences and meetings related to educational outcomes and measurements (see attachment). Solomon College has actively participated in these meetings with other eligible post-secondary

institutions in the country. One example is the college's recent participation in a round table discussion regarding how Post-Secondary Institutions can provide supports and services for LINC students to access programs at the post-secondary level programs. Active participation demonstrates the college's mandate to maintain program standards and best practices; as well as demonstrates its standing as a post-secondary institute by IRCC.

**Based on the information above, Solomon College clearly fulfills the criteria as a private postsecondary institute that operates under the same rules and regulations as public institutions.**

110. In the support letter, Lee on behalf of Solomon College represents to the Plaintiffs and Class Members that Solomon College was “a private postsecondary institute that operates under the same rules and regulations as public institutions,” which references one of the categories of schools that may be accredited under the Post Graduate Work Program by Immigration Canada.
111. An educational institution that fits this definition is not automatically accredited under the Post Graduate Work Program, as it still has to be approved by Immigration Canada.
112. At the time this support letter was drafted and provided to the Class Members, the Immigration Canada had never approved Solomon College and the Hotel & Hospitality Management diploma program as an accredited educational institutions and program under the Post Graduate Work Program.
113. At the time that the support letter was drafted and provided to the Plaintiffs and Class Members, both Solomon College and Lee knew, ought to have known, or were reckless to the fact that the Plaintiffs and Class Members were ineligible for the PGWP, as neither Solomon College nor the Hotel & Hospitality Management diploma program were accredited under the Post Graduate Work Program by Immigration Canada.
114. In reliance upon the representations made by Lee in her letter to the Plaintiffs and Class Members, the Plaintiffs and Class Members remained enrolled in Solomon College, did not demand a refund for fees paid on the false representation that they would be eligible for the PGWP, did not seek to enroll in an educational institution eligible for the PGWP, or find an alternative path to legal status in Canada. This reliance was to the detriment of the Plaintiffs and Class Members.
115. From the Plaintiffs and Class Members’ enrolment in Solomon College until June 2017, Solomon College represented to the Plaintiffs and Class Members that they were eligible for the PGWP upon graduation, and never informed them that they would be ineligible for the PGWP upon graduation, even though Solomon College was aware, ought to have

known, or reckless to the fact that the Plaintiffs and Class Members were ineligible for the PGWP.

116. However, in June 2017, Solomon College notified the Plaintiffs and Class Members by letter that unspecified changes to immigration policies in 2014 rendered its graduates ineligible for the PGWP. Solomon College stated that it was aware of a recent graduate of the Hotel & Hospitality Management diploma program who received the PGWP in August 2015, and that “Solomon College was unaware that the changes would affect the students until we had the recent graduates come back with rejections.”

117. Solomon College ended the letter by stating:

Even though Solomon College is licensed as a Private Vocational Training School by Alberta Advanced Education Private Career College Branch, according to the new IRCC policy criteria, Solomon College does not fall under the policy criteria of “operate[ing] under the same rules and regulations as public institutions”; nor does it grant degrees – the two possible criteria needed for PGWPs. Therefore, that is why IRCC has now determined that students graduating from the Hospitality Program do not qualify for a PGWP.

118. Solomon College did not advise if the school had previously been recognized under one of the categories that would have made its graduates eligible for the PGWP.

119. After receiving this information, the Plaintiffs and Class Members were unable to withdraw from Solomon College and register in other schools whose graduates are eligible for the PGWP. They already paid Solomon College full fees, which is a significant sum of money for the Plaintiffs and the Class Members. Also, their study permits are tied to Solomon College, and at this point, they may face difficulties in changing them to a new school.

120. Solomon College diverted the funds provided to it by the Class Members for course fees to its directors, shareholders, and affiliate entities, including Apex and Singh, for unlawful purposes and to make any judgment enforcement more difficult.

### **Fraudulent Misrepresentation**

121. Solomon College, Apex, and Singh knowingly, recklessly, or in both capacities made materially false statements to the Plaintiffs and Class Members, which caused them to suffer damages.

122. Solomon College, Apex, and Singh made false representations to the Plaintiffs and Class Members about whether graduates of Solomon College’s Hotel & Hospitality Management diploma program were eligible to receive the PGWP.

123. The Plaintiffs and Class Members only enrolled in Solomon College's Hotel & Hospitality Management diploma program on the false representation that they would be eligible for the PGWP upon graduation.
124. Solomon College, Apex, and Singh knew, ought to have known, or were reckless to the fact that graduates of Solomon College's Hotel & Hospitality Management diploma program were not eligible for the PGWP.
125. The false statements made by Solomon College to the Plaintiffs and Class Members consist of:
  - a. representations made to Apex, Singh, and others regarding the eligibility of graduates of the Hotel & Hospitality Management diploma program for the PGWP, which Solomon College then instructed, advised, or encouraged Apex, Singh, and others to make to the Plaintiffs and Class Members to induce them into enrolling in the Hotel & Hospitality Management diploma program;
  - b. representations made by Solomon College, Lau, and Lee to the Plaintiffs and Class Members that explicitly and implicitly stated that graduates of the Hotel & Hospitality Management diploma program were eligible for the PGWP; and
  - c. such further and other particulars as shall be proven at trial.
126. The false statements made by Apex and Singh to Agoncillo and the Sub-Class Members consist of representations made to Agoncillo and the Sub-Class Members regarding their eligibility for the PGWP after graduating from Solomon College's Hotel & Hospitality Management diploma program.
127. As a direct result of Solomon College, Apex, and Singh's false statements, the Plaintiffs and Class Members suffered damages.
128. In reliance or reasonable reliance on Solomon College, Apex, and Singh's false representations, the Plaintiffs and Class Members paid Solomon College fees to enroll in its Hotel & Hospitality Management program and did not demand refunds for the fees already paid in reliance of the false representations.
129. The Plaintiffs and Class Members also spent large sums of money to remain in Canada to study, and upon graduation may be forced to return to their countries of origin.
130. The Plaintiffs and Class Members forwent other opportunities to become eligible for and to obtain the PGWP, and due to enrolling in Solomon College's Hotel & Hospitality Management diploma program, it may be difficult or unlikely for them to pursue these other opportunities, including enrolling in other educational institutions and programs

whose graduates are eligible for the PGWP.

131. Solomon College, Apex, and Singh are jointly and severally liable for the fraudulent misrepresentations it made to the Plaintiffs and Class Members, with Apex and Singh's liability restricted to Agoncillo and the Sub-Class Members.

### **Negligent Misrepresentation**

132. Solomon College, Apex, and Singh owed a duty of care to the Plaintiffs and Class Members. The duty consisted of:
- a. being honest and forthright with the Plaintiffs and Class Members, including in relation to their eligibility for the PGWP as graduates of Solomon College's Hotel & Hospitality Management diploma program,
  - b. engaging in thorough investigations and due diligence to confirm to the Plaintiffs and Class Members that they would be eligible for the PGWP upon graduating from Solomon College's Hotel & Hospitality Management diploma program before representing or advising them that this was the case;
  - c. refraining from making representations to the Plaintiffs and Class Members regarding whether graduates of the Hotel & Hospitality Management diploma program would be eligible for the PGWP upon graduation until they verified whether this was in fact the case; and
  - d. such further and other particulars as shall be proven at trial.
133. Solomon College, Apex, and Singh held Solomon College out to the Plaintiffs and Class Members as an educational institution accredited by Immigration Canada under the Post Graduate Work Program and whose graduates were eligible for the PGWP.
134. Apex and Singh held themselves out to Agoncillo and the Sub-Class Members as being knowledgeable of the PGWP, and capable and experienced in providing accurate immigration advice to Agoncillo and the Sub-Class Members based on their situation.
135. The Plaintiffs and Class Members only enrolled in Solomon College's Hotel & Hospitality Management diploma program on the false representation that they would be eligible for the PGWP upon graduation.
136. Solomon College, Apex, and Singh made false representations to the Plaintiffs and Class Members about the eligibility of graduates of Solomon College's Hotel & Hospitality Management diploma program to receive the PGWP.



137. The false statements made by Solomon College to the Plaintiffs and Class Members consist of:
  - a. representations made to Apex, Singh, and others regarding the eligibility of graduates of the Hotel & Hospitality Management diploma program for the PGWP, which Solomon College then instructed, advised, or encouraged Apex, Singh, and others to make to the Plaintiffs and Class Members to induce them into enrolling in the Hotel & Hospitality Management diploma program;
  - b. representations made by Solomon College, Lau, and Lee to the Plaintiffs and Class Members that explicitly and implicitly stated that graduates of the Hotel & Hospitality Management diploma program were eligible for the PGWP; and
  - c. such further and other particulars as shall be proven at trial.
138. The false statements made by Apex and Singh to Agoncillo and the Sub-Class Members consist of representations made to Agoncillo and the Sub-Class Members regarding their eligibility for the PGWP after graduating from Solomon College's Hotel & Hospitality Management diploma program.
139. Solomon College, Apex, and Singh failed to exercise reasonable care to ensure that these representations were accurate. Solomon College, Apex, and Singh failed to fully investigate or engage in any due diligence before making false representations to the Plaintiffs and Class Members regarding whether graduates of Solomon College's Hotel & Hospitality Management diploma program were eligible for the PGWP.
140. These representations were intended by Solomon College, Apex, and Singh to have the Plaintiffs and Class Members enroll in the Hotel & Hospitality Management diploma program, and pay the associated fees for enrollment.
141. It was reasonable that the Plaintiffs and Class Members would rely upon the representations made by Solomon College, Apex, and Singh, with respect to their eligibility for the PGWP upon graduation, to enroll in the Hotel & Hospitality Management diploma program.
142. In reliance or reasonable reliance of the representations made by Solomon College, Apex, and Singh, the Plaintiffs and Class Members paid the associated fees to enroll and study in Solomon College's Hotel & Hospitality Management diploma program.
143. As a direct result of Solomon College, Apex, and Singh's negligence, the Plaintiffs and Class Members suffered damages.
144. The Plaintiffs and Class Members paid Solomon College, Apex, and Singh fees to enroll

in its Hotel & Hospitality Management program for the purposes of becoming eligible for the PGWP. However, they are unable to obtain the PGWP after graduating from the program, as graduates of it are not eligible for the PGWP.

145. The Plaintiffs and Class Members also spent large sums of money to remain in Canada to study, and upon graduation may be forced to return to their countries of origin.
146. The Plaintiffs and Class Members forewent other opportunities to become eligible for and to obtain the PGWP, and due to enrolling in Solomon College's Hotel & Hospitality Management diploma program, it may be difficult or unlikely for them to pursue these other opportunities, including enrolling in other educational institutions and programs whose graduates are eligible for the PGWP.
147. Solomon College, Apex, and Singh are jointly and severally liable for the negligent misrepresentations they made to the Plaintiffs and Class Members, with Apex and Singh's liability restricted to Agoncillo and the Sub-Class Members.

#### **Fiduciary Duty**

148. Solomon College, Apex, and Singh owed a fiduciary duty to the Plaintiffs and Class Members.
149. This duty included, but is not limited to, Solomon College, Apex, and Singh:
  - a. proactively advising the Plaintiffs and the Class Members of whether they would be eligible for the PGWP upon graduating from Solomon College's Hotel & Hospitality Management diploma program,
  - b. accurately advising the Plaintiffs and the Class Members of whether they would be eligible for the PGWP upon graduating from Solomon College's Hotel & Hospitality Management diploma program when specifically asked by the Plaintiffs and Class Members if they were eligible;
  - c. avoid making any misrepresentations to the Plaintiffs and Class Members regarding their eligibility for the PGWP upon graduating from Solomon College's Hotel & Hospitality Management diploma program, either fraudulently or negligently, before fully investigating the matter;
  - d. continually investigating, conducting due diligence, and apprising itself on the eligibility of Solomon College's graduates to receive the PGWP, and informing the Plaintiffs and Class Members of their findings;
  - e. continually investigating, conducting due diligence, and apprising themselves

on the eligibility of Solomon College's graduates to receive the PGWP, and not making any misrepresentations to the Plaintiffs and Class Members, either fraudulently or negligently, before fully investigating the matter; and

f. such further and other particulars as shall be proven at trial.

150. Solomon College, Apex, and Singh breached this duty by:

- a. representing to the Plaintiffs and Class Members that they were eligible for the PGWP after graduating from Solomon College's Hotel & Hospitality Management diploma program;
- b. failing to provide direct answers to the Plaintiffs and Class Members about their eligibility for the PGWP after graduating from Solomon College's Hotel & Hospitality Management diploma program;
- c. advising that the Plaintiffs and Class Members were eligible for the PGWP upon graduating from Solomon College's Hotel & Hospitality Management diploma program if they presented themselves and their application correctly, and that the PGWP was granted on an individual basis and graduates in the past had received them;
- d. failing to investigate the eligibility of Solomon College graduates for the PGWP immediately and in a thorough manner after the Plaintiffs and Class Members asked if they were eligible to receive the PGWP after graduation;
- e. advising the Plaintiffs and Class Members that they were ineligible for the PGWP after enrolment fees were already paid, and in some cases paid in full; and
- f. such further and other breaches as shall be proven at trial.

151. As a direct result of Solomon College, Apex, and Singh breaching the fiduciary duty they owed to the Plaintiffs and Class Members, the Plaintiffs and Class Members have suffered damages.

152. Solomon College, Apex, and Singh are jointly and severally liable to the Plaintiffs and Class Members for breaching the fiduciary duty that it owed them, with Apex and Singh's liability restricted to Agoncillo and the Sub-Class Members.

### **Breach of Contract**

Solomon College

153. By enrolling in Solomon College, the Plaintiffs and Class Members entered into a contractual agreement with Solomon College.
154. The Plaintiffs and Class Members enrolled in Solomon College on the term or understanding that by completing the Hotel & Hospitality Management diploma program, they would be eligible for the PGWP.
155. The Plaintiffs and Class Members eligibility for the PGWP upon graduation was a fundamental term of the contractual relationship between Solomon College and them, which went to the heart of their agreement.
156. In consideration for Solomon College's offer, including the promise that the Plaintiffs and Class Members would be eligible for the PGWP upon graduation, the Plaintiffs and Class Members provided Solomon College with tuition and other fees.
157. Solomon College made the representation regarding the Plaintiffs and Class Members eligibility for the PGWP through intermediaries initially, but then made them directly to the Plaintiffs after they enrolled. Solomon College continued to make these false representations to the Plaintiffs and Class Members after enrolment to induce them into remaining enrolled in the program and continuing to pay Solomon College fees.
158. Apex and Singh were one of the intermediaries through which Solomon College made false statements to Agoncillo and the Sub-Class Members.
159. At all times, Solomon College knew, ought to have known, or were reckless to the fact that the Plaintiffs and Class Members would not be eligible for the PGWP after graduation.
160. Solomon College breached the agreement it had with the Plaintiffs and Class Members by:
  - a. making false representations to the Plaintiffs and Class Members regarding their eligibility for the PGWP after graduating;
  - b. failing to investigate or engage in any due diligence regarding whether the Plaintiffs and Class Members would be eligible for the PGWP upon graduating from Solomon College's Hotel & Hospitality Management diploma program;
  - c. such further and other breaches as shall be proven at trial.

161. Solomon College's conduct is in breach of the agreement it entered into with the Plaintiffs and Class Members, and caused significant damages to each the Plaintiffs and Class Members.

Apex and Singh

162. Agoncillo and the Sub-Class Members entered into retainer agreements (“**Retainer Agreements**”) with Apex and Singh for their advice and assistance with enrolling in Solomon College.
163. The Retainer Agreements required Apex and Singh to provide competent, informed, and adequate advice and assistance to Agoncillo and the Class Members regarding their enrollment in Solomon College, which Agoncillo and the Class Members agreed to do on the advice of Apex and Singh and with the clear intention that they were enrolling in an educational institution and program of study that would make them eligible for the PGWP upon graduation.
164. Further, or in the alternative, the Retainer Agreements do not contain an exclusion clause, and in addition to the terms of the Retainer Agreements, further terms regarding the advice, assistance, and representations provided by Apex and Singh to Agoncillo and the Sub-Class Members regarding their eligibility for the PGWP upon graduating from Solomon College's Hotel & Hospitality Management diploma program were orally made and agreed to by the parties and not captured in the text of Retainer Agreements.
165. Further, or in the alternative, Apex and Singh entered into separate agreements with Agoncillo and the Class Members, whereby Apex and Singh would provide competent, informed, and adequate advice and assistance to Agoncillo and the Class Members regarding their enrollment in Solomon College, which Agoncillo and the Class Members agreed to do on the advice of Apex and Singh and with the clear intention that they were enrolling in an educational institution and program of study that would make them eligible for the PGWP upon graduation.
166. Under the Retainer Agreements, and separate agreements entered into by the parties, Singh and Apex were responsible to assist Agoncillo and the Sub-Class Members with their immigration needs, provide them competent and honest immigration advice, and provide them options to obtain the PGWP.
167. Singh and Apex knew, ought to have known, or were reckless to the fact that Agoncillo and the Sub-Class Members only sought to enroll in Solomon College on the representation that by doing so and graduating from the Hotel & Hospitality Management diploma program, they would be eligible for the PGWP. If Agoncillo and

the Sub-Class Members had known that they would not be eligible for the PGWP upon graduating from Solomon College, they would have not enrolled in the program.

168. Agoncillo and the Sub-Class Members would have not retained Singh and Apex to assist them with enrolling in Solomon College and the Hotel & Hospitality Management diploma program, had they known that Singh and Apex advised and assisted their enrolment in an educational institution and program whose graduates were ineligible for the PGWP.
169. Singh and Apex were required to be knowledgeable and up-to-date on laws and policies regarding immigration to Canada, and the PGWP in particular, including in relation to whether graduates of Solomon College's Hotel & Hospitality Management diploma program were eligible for the PGWP.
170. Singh and Apex knowingly, recklessly, or negligently provided Agoncillo and the Sub-Class Members with inaccurate representations on the eligibility of Solomon College's graduates for the PGWP.
171. Agoncillo and the Sub-Class Members relied on Singh and Apex's representations to their detriment.
172. Singh and Apex breached of the Retainer Agreements and any other agreements they had with Agoncillo and the Sub-Class Members by:
  - a. making false representations and providing inaccurate advice to Agoncillo and the Sub-Class Members regarding graduates of Solomon College's Hotel & Hospitality Management diploma program being eligible for the PGWP;
  - b. making false representations and providing inaccurate advice to Agoncillo and the Sub-Class Members that stated that they would be eligible for the PGWP upon graduating from Solomon College's Hotel & Hospitality Management diploma program;
  - c. failing to investigate or engage in any due diligence regarding whether Agoncillo and the Sub-Class Members would be eligible for the PGWP upon graduating from Solomon College's Hotel & Hospitality Management diploma program;
  - d. failing to investigate or engage in any due diligence regarding whether Agoncillo and the Sub-Class Members would be eligible for the PGWP upon graduating from Solomon College's Hotel & Hospitality Management diploma program prior to making false representations and providing inaccurate advice to

Agoncillo and the Sub-Class Members on these matters; and

- e. such further and other breaches as shall be proven at trial.
173. Singh and Apex's conduct is in breach of the Retainer Agreements and any such other agreements the parties entered into, and caused significant damages to Agoncillo and the Sub-Class Members.
174. Singh and Apex are jointly and severally liable to Agoncillo and the Sub-Class Members for breaching the Retainer Agreements.

**Duty of Good Faith in Contractual Performance**

175. The Defendants owed a duty of good faith in contractual performance to the Plaintiffs and Class Members, which they breached in the following manner:
- a. Solomon College owed a duty to the Plaintiffs and Class Members to inform them of their eligibility to receive a PGWP upon graduation, and to thoroughly investigate and report on the matter as soon as the Plaintiffs and Class Members raised the issue with Solomon College;
  - b. Apex and Singh owed a duty to Agoncillo and Sub-Class Members to inform them of their eligibility to receive a PGWP upon graduation from Solomon College, and to thoroughly investigate and report on the matter prior to advising and assisting them to enroll in the educational institution; and
  - c. such further and other particulars as shall be proven at trial.
176. The Defendants breached the duty of good faith in contractual performance owed to the Plaintiffs and Class Members in the following manner:
- a. Solomon College failing to inform the Plaintiffs and Class Members that they were ineligible for the PGWP upon graduation, and to thoroughly investigate and report on the matter to the Plaintiffs and Class Members after they raised the matter with Solomon College;
  - b. Apex and Singh failing to inform Agoncillo and Sub-Class Members about their eligibility to receive a PGWP upon graduation from Solomon College, and to thoroughly investigate and report on the matter prior to advising and assisting them to enroll in the Hotel & Hospitality Management diploma program; and
  - c. such further and other particulars as shall be proven at trial.

**Directors of Solomon College and Apex as Defendants**

Solomon College

177. Lee and Lau are the only shareholders and directors of Solomon College, and exercise complete control over Solomon College.
178. Lee and Lau make all major decisions for Solomon College, including how its Hotel & Hospitality Management diploma program was marketed and represented to the Plaintiffs and Class Members. This includes the arrangements made with Apex, Singh, Gomez, and other immigration agents, and direct representations made to the Plaintiffs and Class Members regarding the eligibility of graduates for the PGWP.
179. Lee and Lau specifically and purposively directed Solomon College to perpetrate the fraud and other unlawful acts referred to in paragraphs 121-176 against the Plaintiffs and Class Members for the purposes of collecting tuition and other fees from the Plaintiffs and Class Members.
180. In furtherance of Solomon College's fraud and other unlawful acts set out at paragraphs 121-176, Lee and Lau personally made false representations to the Plaintiffs and Class Members on behalf of Solomon College to have them remain enrolled in the school, make additional payments, and not demand refunds.
181. At all times, Lee and Lau knew, ought to have known, or were reckless to the fact that the Plaintiffs and Class Members were ineligible for the PGWP, as neither Solomon College nor the Hotel & Hospitality Management diploma program were accredited under the Post Graduate Work Program by Immigration Canada.
182. Notwithstanding this actual or constructive knowledge, Lee and Lau directed Solomon College to make false or untrue representations to the Plaintiffs and Class Members, with the intent of defrauding the Plaintiffs and Class Members.
183. Solomon College was directed to engage in fraudulent and other unlawful acts by Lee and Lau for the purposes of providing financial benefit to Solomon College, Lee, and Lau.
184. Under the circumstances of this case, the conduct of Lee, Lau, and Solomon College pierces the corporate veil, and makes Lee and Lau liable for Solomon College's unlawful conduct set out at paragraphs 121-176, including fraud.

Apex and Gabriel

185. The Defendant Shawn Gabriel ("Gabriel") is the sole shareholder and director of



Apex. Gabriel is the sole directing mind of Apex, and exerts complete control over the company.

186. Gabriel directed all decisions made by Apex, including agreements entered into with Solomon College and the advice it provided to Agoncillo and the Sub-Class Members regarding the eligibility of graduates of Solomon College for the PGWP.
187. At all times, Gabriel knew, ought to have known, or were reckless to the fact that Agoncillo and the Sub-Class Members were ineligible for the PGWP, as neither Solomon College nor the Hotel & Hospitality Management diploma program were accredited under the Post Graduate Work Program by Immigration Canada.
188. Gabriel specifically and purposively directed Apex to perpetrate the fraud and other unlawful acts referred to at paragraphs 121-176 against Agoncillo and the Sub-Class Members by making the false representation that by graduating from the school they would be eligible for the PGWP. In return, Apex, and by extension Gabriel, would collect fees from Agoncillo and the Sub-Class Members, and commissions from Solomon College.
189. Gabriel directed Apex to engage in these fraudulent and unlawful acts for the purposes of obtaining financial gain at the expense of Agoncillo and the Sub-Class Members.
190. Under the circumstances of this case, the conduct of Gabriel and Apex pierces the corporate veil, imposing personal liability on Gabriel for directing Apex to engage in the unlawful acts set out at paragraphs 121-176 against Agoncillo and the Sub-Class Members, including fraud.

**Remedy sought:**

191. The Plaintiffs and Class Members seek:
  - a. An order certifying this action as a class proceeding, and appointing Falgui as the representative of the Class Members to be certified by the Court;
  - b. An order granting the Class Members a tracing remedy to determine where funds provided to Solomon College were diverted, including whether the funds were diverted to Lee and Lau;
  - c. General damages for the Class Members against Solomon College, Lee, and Lau in an amount to be determined by this Honourable Court;
  - d. Special damages, loss of income, future loss of income and cost of future care

against Solomon College, Lee, and Lau in an amount to be determined by this Honourable Court;

- e. Aggravated, punitive, and exemplary damages against Solomon College, Lee, and Lau in an amount to be determined by this Honourable Court;
- f. An order, pursuant to section 30 of the Class Proceedings Act, RSA 2003, c C-16.5 directing an aggregate monetary award;
- g. An order, pursuant to section 32 of the Class Proceedings Act, RSA 2003, c C-16.5 allowing for the use of standard claim forms or other documentary evidence or such other procedure as warranted under the circumstances;
- h. An order that the damages be paid by Solomon College, Lee, and Lau into a common fund and distributed to the Class Members in an appropriate manner as directed by the Court;
- i. Pre-judgment and post-judgment interest;
- j. Any applicable Goods and Services Tax;
- k. The costs of this action on a substantial indemnity basis;
- l. The costs of administering the plan of distribution of the recovery in this action; and
- m. Such further and other relief deemed appropriate by this Honourable Court.

192. Agoncillo and the Sub-Class Members seek further:

- a. An order certifying this action as a class proceeding and appointing Agoncillo as the representative of the Sub-Class Members to be certified by the Court;
- b. An order reviving Apex for the purposes of this action;
- c. An order granting the Sub-Class Members a tracing remedy to determine where funds provided to Apex and Singh were diverted, including whether the funds were diverted to Singh and Gabriel;
- d. General damages for the Sub-Class Members against Apex, Singh, and Gabriel in an amount to be determined by this Honourable Court;
- e. Special damages, loss of income, future loss of income and cost of future care against Apex, Singh, and Gabriel in an amount to be determined by this Honourable Court;

- f. Punitive, aggravated, and exemplary damages against Apex, Singh, and Gabriel in an amount to be determined by this Honourable Court;
- g. An order, pursuant to section 30 of the *Class Proceedings Act*, RSA 2003, c C-16.5 directing an aggregate monetary award;
- h. An order, pursuant to section 32 of the *Class Proceedings Act*, RSA 2003, c C-16.5 allowing for the use of standard claim forms or other documentary evidence or such other procedure as warranted under the circumstances;
- i. An order that the damages be paid by Apex, Singh, and Gabriel into a common fund and distributed to the Sub-Class Members in an appropriate manner as directed by the Court;
- j. Pre-judgment and post-judgment interest;
- k. Any applicable Goods and Services Tax;
- l. The costs of this action on a substantial indemnity basis;
- m. The costs of administering the plan of distribution of the recovery in this action; and
- n. Such further and other relief deemed appropriate by this Honourable Court.

**NOTICE TO THE DEFENDANTS**

You only have a short time to do something to defend yourself against this claim:

20 days if you are served in Alberta

1 month if you are served outside Alberta but in Canada

2 months if you are served outside Canada.

You can respond by filing a statement of defence or a demand for notice in the office of the clerk of the Court of Queen's Bench at Edmonton, Alberta, AND serving your statement of defence or a demand for notice on the plaintiff's address for service.

**WARNING**

If you do not file and serve a statement of defence or a demand for notice within your time period, you risk losing the law suit automatically. If you do not file, or do not serve, or are late in doing either of these things, a court may give a judgment to the plaintiff against you.