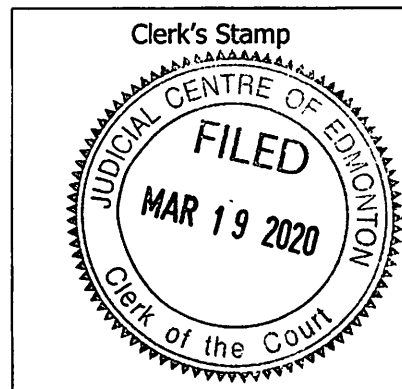


COURT FILE NO. 1803 06090
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON



PLAINTIFFS JONAH LOUISE CABELA FALGUI and EDELINE ROYO AGONCILLO
DEFENDANTS SOLOMON COLLEGE LTD., SOLOMON INTERNATIONAL LTD., APEX PROFESSIONAL GROUP LTD., AMARJOT SINGH, PING PING LEE, BUN WAH LAU, and SHAWN GABRIEL
DOCUMENT **STATEMENT OF DEFENCE OF THE DEFENDANTS SOLOMON COLLEGE LTD., SOLOMON INTERNATIONAL LTD., PING PING LEE and BUN WAH LAU**
PARTIES FILING THIS DOCUMENT SOLOMON COLLEGE LTD., SOLOMON INTERNATIONAL LTD., PING PING LEE and BUN WAH LAU

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTIES FILING THIS DOCUMENT	McLENNAN ROSS LLP #600 McLennan Ross Building 12220 Stony Plain Road Edmonton, AB T5N 3Y4	Lawyer: Stuart Chambers Telephone: (780) 482-9113 Fax: (780) 733-9724 Email: schambers@mross.com File: 193598
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Statement of facts relied on:

1. Except as expressly admitted, the Defendants, Solomon College Ltd. ("**Solomon College**"), Solomon International Ltd. ("**Solomon International**"), Ping Ping Lee ("**Lee**") and Bun Wah Lau ("**Lau**") (collectively, the "**These Defendants**"), deny the allegations in the fifth amended Statement of Claim.
2. These Defendants admit that each of the Plaintiffs entered into separate written agreements with the Defendant, Solomon College, for the completion of a Hotel & Hospitality Management diploma program.
3. These Defendants specifically deny that they owed any duty of care, fiduciary duty of care, legal obligation or statutory obligation to the Plaintiffs as alleged or at all.

Defendant parties:

4. The Defendants, Solomon College and Solomon International (collectively, the "**Solomon Defendants**"), are corporations operating in the Province of Alberta.

5. The Defendant, Lee, is the president, program director and shareholder of Solomon College.
6. The Defendant, Lau, is the president, program director and shareholder of Solomon International (Lee and Lau are collectively referred to as the "**Shareholder Defendants**").
7. The Shareholder Defendants have no connection to the matters set forth in the Statement of Claim. Although directors and shareholders of the Solomon Defendants, the Shareholder Defendants are not personally liable for the acts of Solomon solely on the basis of their position in the corporations.

No cause of action against Shareholder Defendants:

8. As stated above, at no time did the Shareholder Defendants act as anything other than shareholders or directors of Solomon College and Solomon International.
9. Further, the Shareholder Defendants were never parties to the various agreements between Solomon College and the Plaintiffs.
10. The Shareholder Defendants state that even if the Plaintiffs' allegations as against These Defendants are true, which is expressly denied, then such allegations do not give rise to personal liability for the Shareholder Defendants because:
 - (a) Any actions or omissions by the Shareholder Defendants as alleged by in the fifth amended Statement of Claim, or otherwise, all of which are denied, were actions or omissions in the ordinary performance of the Shareholder Defendants' duties as directors, officers or shareholders of Solomon College and Solomon International;
 - (b) The conduct of the Shareholder Defendants did not constitute fraud, deceit, dishonesty, want of authority, misrepresentation, negligence, conspiracy or breach of contract;
 - (c) Any representations or proposals made to the Plaintiffs were made on behalf of Solomon College and Solomon International, and in accordance with Shareholder Defendants' roles with Solomon College and Solomon International;
 - (d) There was never any expectation or representation that the Shareholder Defendants would be personally liable to the Plaintiffs in relation to their roles in Solomon College and Solomon International;
 - (e) The allegations against the Shareholder Defendants are the same as, or substantively similar to, those made against Solomon College and Solomon International and do not demonstrate any independently tortious actions or identity of interest separate from Solomon College and Solomon International;
 - (f) The Plaintiffs' allegations are not of such a nature and are not sufficiently serious to justify imposing personal liability on the Shareholder Defendants; and
 - (g) It would be neither just nor fair to impose personal liability on the Shareholder Defendants in all the circumstances.

Solomon Defendants

11. The Solomon Defendants deny any collusion, conspiracy, or improper business arrangements with any the other Defendants.
12. The Solomon Defendants deny that any guarantee of or eligibility for a post-graduate work permit ("**Permit**") was provided to any of the Plaintiffs, or any other student of Solomon College, at any time. The Solomon Defendants never guaranteed the availability of a Permit or the eligibility of the Plaintiffs for a Permit, nor was a guarantee of or eligibility for a Permit ever an express or implied term of any of the agreements with the Plaintiffs, or any other students of Solomon College.
13. The Solomon Defendants deny that they owed a duty of care or fiduciary duty to the Plaintiffs as alleged or at all.
14. The Solomon Defendants deny that they were negligent or breached any contract with the Plaintiffs as alleged or at all.
15. Relying on the terms of the agreements between the parties, the Solomon Defendants deny any responsibility for the Plaintiffs' losses or damages, as set forth in the fifth amended Statement of Claim, or at all. The Solomon Defendants deny that they breached any term of any agreements, as alleged or at all, and put the Plaintiffs to the strict proof thereof.
16. The Solomon Defendants deny that they made any representations to the Plaintiffs that were untrue, inaccurate or misleading, as alleged or at all. The Solomon Defendants specifically deny:
 - (a) that any guarantees were made with respect to the guarantee or eligibility of the Permit or any other immigration status. In fact, the documents provided to the Plaintiffs by the Solomon Defendants stated that the Solomon Defendants do not provide immigration advice and would not act on behalf of the Plaintiffs with respect to their immigration status;
 - (b) that any guarantees were made to the Plaintiffs with respect to securing employment or a specific immigration status;
 - (c) that any misrepresentations were made with respect to the Solomon Defendants' accreditation or eligibility for the Permit or any other immigration status; and
 - (d) that any misrepresentations were made by the Solomon Defendants to induce the Plaintiffs into enrolling at Solomon College.
17. In the alternative, if the Solomon Defendants did make any untrue, inaccurate or misleading representations, which is denied, then the Solomon Defendants:
 - (a) Deny that they knew or ought to have known that such representations were untrue or misleading;
 - (b) Deny that the Plaintiffs relied on or were induced by such representations;
 - (c) State that they exercised reasonable care to ensure that such representations were accurate and not misleading;
 - (d) Deny that they acted negligently or fraudulently in making such representations; and

- (e) The Plaintiffs did not suffer any loss or damages as a result of such representations.
18. The Solomon Defendants specifically deny acting negligently or in breach of any agreement in making the representations to the Plaintiffs.
 19. The Solomon Defendants deny that they were ever under a contractual or implied obligation to conduct thorough investigations or due diligence to confirm the Plaintiffs' eligibility for the Permit, and puts the Plaintiffs to the strict proof thereof.
 20. Further, and in the alternative, if the Solomon Defendants did have an obligation to investigate, which is expressly denied, then such obligation was fulfilled, and due care and effort was exercised.
 21. Further, and in the alternative, if the Solomon Defendants, or any of them, did make any untrue, inaccurate or misleading representations, and if the Plaintiffs did rely on such representations, all of which is expressly denied, then such reliance was unreasonable in the circumstances.
 22. Further, and in the alternative, if the Solomon Defendants did owe the Plaintiffs a duty of care or fiduciary duty, which is not admitted but denied, this duty did not require the Solomon Defendants to continually investigate, conduct due diligence, or contact Immigration Canada on the Plaintiffs' behalf.
 23. Further, and in the alternative, if the Solomon Defendants did owe the Plaintiffs a duty of care or fiduciary duty, which is not admitted but denied, the Solomon Defendants deny that they breached any duties that they owed to the Plaintiffs, as alleged or at all, and state that all of the Defendants met or exceeded the standard of care expected of them in the circumstances.
 24. Further, the Solomon Defendants deny that there were any implied terms or terms of understanding regarding the Plaintiffs' Permit eligibility to be read into the agreements between the Solomon Defendants and the Plaintiffs.
 25. Further, the Solomon Defendants deny that there were any implied terms or terms of understanding regarding the obligations of the Solomon Defendants to conduct investigations and due diligence on the Plaintiffs' behalf to be read into the agreements between the Solomon Defendants and the Plaintiffs.
 26. The Solomon Defendants deny that the Plaintiffs suffered any damages, expenses or costs as alleged from the actions of the Solomon Defendants. In the alternative, if the Plaintiffs have suffered damages, expenses or costs, which is denied, then such damages, expenses or costs were:
 - (a) Caused by events, conditions or conduct unrelated to any act or omission on the part of the Solomon Defendants; and,
 - (b) Caused or contributed to by the negligence or breach of contract of some or all of the Co-Defendants, whether collectively or individually.
 27. The Solomon Defendants deny owing a duty of good faith to the Plaintiffs as alleged by the Plaintiffs.
 28. Further, and in the alternative, if there was a duty of good faith owed, the Solomon Defendants Defendant deny breaching the duty of good faith and fair dealing to the Plaintiff, or any obligation owed by the Solomon Defendants.

Class proceeding:

29. The Defendants deny that this claim is maintainable under the *Class Proceedings Act*, SA 2003, c C-16.5, and further state that the claim should not be certified as a class proceeding.
30. No reasonable cause of action is disclosed or is maintainable against the Defendants, Lee and Lau.
31. Putative Plaintiff Class members referred to in the Statement of Claim do not constitute a readily identifiable class. It appears that members of the Putative Plaintiff Class had different and distinct representations, agreements and arrangements with the various Defendants, and in some circumstances had no involvement whatsoever with respect to certain Defendants.
32. The relevant circumstances as between each member of the Putative Plaintiff Class and each of the various Defendants will be significantly different and subject to different agreements between the various parties. Therefore, this action is not properly, economically, or efficiently brought by way of a class proceeding.

Damages

33. The Defendants deny that the Plaintiffs have suffered losses or damages, as alleged or at all, and puts the Plaintiffs to the strict proof thereof.
34. In the alternative, if the Plaintiffs have suffered losses or damages, as alleged or at all, which is not admitted but denied, the Defendants deny that any such losses or damages were caused or contributed to by the Defendants.
35. Further, and in the alternative, if the Plaintiffs have suffered losses or damages, as alleged or at all, which is not admitted but denied, then any such losses or damages were caused by the Defendants Apex Professional Group Ltd., Amarjot Singh and Shawn Gabriel.
36. Further, and in the alternative, if the Plaintiffs have suffered losses or damage as alleged, or at all, which is not admitted but denied, then the Plaintiffs failed to mitigate its losses or damages.
37. The Defendants intend to seek contribution and indemnity from Apex Professional Group Ltd., Amarjot Singh and Shawn Gabriel..
38. The Defendants plead and rely upon the provisions of the:
 - (a) *Contributory Negligence Act*, RSA 2000, c C-27; and
 - (b) *Tort-feasors Act*, RSA 2000, c T-5.

Any matters that defeat the claim of the Plaintiffs:

39. As noted above:
 - (a) The Plaintiffs have no cause of action against the Defendants, Lee and Lau.
 - (b) The Defendants did not conspire, collude or make business arrangements with any other Defendants.

- (c) The Defendants did not engage in any unlawful or fraudulent conduct, or misrepresentation. Further, the Defendants did not breach any duty, obligation or contractual term owed to the Plaintiffs.
- (d) At all times, the Defendants acted honestly and in good faith towards the Plaintiffs.
- (e) The Defendants deny that the Plaintiffs suffered any loss on part of the Defendants.
- (f) The Defendants deny that the claim is maintainable under the *Class Proceedings Act*.

Remedy sought:

- 40. Dismissal of the action against these Defendants with costs on a solicitor-client basis.