

IN THE MATTER OF AN ADJUDICATION
PUSUANT TO SECTION 2-75 AND 4-6 OF
THE SASKATCHEWAN EMPLOYMENT ACT



Re: IN THE MATTER OF AN ADJUDICATION PURSUANT TO SECTION
2-75 AND 4-6 OF *THE SASKATCHEWAN EMPLOYMENT*
ACT

Appellants:

Five Star Sports Group Inc., o/a Ruk House Bar & Grill; Darren Richens, being a director of Five Star Sports Group Inc., o/a Ruk House Bar & Grill (Appellant); Danny Ammazzini, being a director of Five Star Sports Group Inc., o/a Ruk House Bar & Grill (Appellant); and Annette Richens, being a director of Five Star Sports Group Inc., o/a Ruk House Bar & Grill (Appellant)

and

Respondent:

Dhaka Bhattaral (Employee Witness for the Director of Employment Standards

and the Director of Employment Standards

Date of Settlement: October 16, 2020

Date of Decision: October 21, 2020

[1] The Director of Employment Standards issued a Wage Assessment, dated June 3, 2020 (No. 1-004639) to Five Star Sports Group Inc., operating as Ruk House Bar and Grill, and the corporate directors Darren Richens, Danny Ammazzini and Annette Richens, directing these parties to pay Dhaka Bhattaral \$3,475.58.

[2] The appellants appealed the Wage Assessment by way of an undated letter bearing an 'Employment Standards' date stamp indicating it was received June 24, 2020.

[3] I was selected as an Adjudicator in this matter by way of an Appointment Order dated June 30, 2020 and signed by the Labour Relations Board Registrar.

[4] Doug Long confirmed that he represented the Director of Labour Standards, and not the employee, Dhaka Bhattarai who represented himself. Darren Richens originally represented all the appellants, however by July 10, 2020 the appellants were represented by Megan Lorenz of the McDougall Gauley law firm.

[5] The parties agreed to hearing dates of Sept. 22 and Sept. 29, 2020. Prior to those dates, the parties indicated they would like to explore settlement options.

[6] The parties agreed to Minutes of Settlement, dated October 16, 2020 and which are attached as Appendix 'A'. By these Minutes of Settlement, the Appellants agree to pay Mr. Bhattarai the sum of \$2,500.00 within 15 days of the date of the settlement. Mr. Bhattarai agrees to sign the release appended to the Minutes of Settlement.

Decision:

[7] Wage Assessment No. 1-004639 is, with the consent of the parties, confirmed in the amount of \$2,500.00.

Dated at the City of Saskatoon, in the Province of Saskatchewan this 21st day of October, 2020.

A handwritten signature in black ink, appearing to read 'Doug Surtees', is written over a horizontal line.

Doug Surtees
Adjudicator

The Parties are notified of their right to appeal this decision pursuant to Sections 4-8, 4-9 and 4-10 of *The Saskatchewan Employment Act* (the 'Act').

The information below has been modified and is applicable only to Part II and Part IV of the Act. To view the entire sections of the legislation, the Act can be viewed at www.saskatchewan.ca

Right to appeal adjudicator's decision to board

4-8(1) An employer, employee or corporate director who is directly affected by a decision of an Adjudicator on an appeal or hearing pursuant to Part II may appeal the decision to the board on a question of law.

(2) A person who is directly affected by a decision of an Adjudicator on an appeal pursuant to Part III may appeal the decision to the board on a question of law.

(3) A person who intends to appeal pursuant to this section shall:

(a) file a notice of appeal with the board within 15 business days after the date of service of the decision of the adjudicator; and

(b) serve the notice of appeal on all persons mentioned in clause 4-4(1)(b) who received the notice setting the appeal or hearing.

(4) The record of an appeal is to consist of the following:

(a) in the case of an appeal or hearing pursuant to Part II, the wage assessment or the notice of hearing;

(b) in the case of an appeal pursuant to Part III, any written decision of an occupational health officer or the director of occupational health and safety respecting the matter that is the subject of the appeal;

(c) the notice of appeal filed with the director of employment standards pursuant to Part II or with the director of occupational health and safety pursuant to Part III, as the case may be;

(d) any exhibits filed before the Adjudicator

(e) the written decision of the adjudicator;

(f) the notice of appeal to the board;

(g) any other material that the board may require to properly consider the appeal.

(5) The commencement of an appeal pursuant to this section does not stay the effect of the decision or order being appealed unless the board orders otherwise.

(6) The board may:

(a) affirm, amend or cancel the decision or order of the adjudicator; or

(b) remit the matter back to the Adjudicator for amendment of the adjudicator's decision or order with any directions that the board considers appropriate.

Appeal to Court of Appeal

4-9(1) With leave of a judge of the Court of Appeal, an appeal may be made to the Court of Appeal from a decision of the board pursuant to section 4-8 on a question of law.

(2) A person, including the director of employment standards or the director of occupational health and safety, intending to make an appeal to the Court of Appeal shall apply for leave to appeal within 15 business days after the date of service of the decision of the board.

(3) Unless a judge of the Court of Appeal orders otherwise, an appeal to the Court of Appeal does not stay the effect of the decision being appealed.

Right of director to appeal

4-10 The director of employment standards and the director of occupational health and safety have the right:

(a) to appear and make representations on:

(i) any appeal or hearing heard by an adjudicator; and

(ii) any appeal of an adjudicator's decision before the board or the Court of Appeal; and

(b) to appeal any decision of an Adjudicator or the board.

This is Appendix 'A' in the appeal of Wage Assessment 1-004639; LRB File 108-20. Appendix 'A' has six (6) pages.

Wage Assessment No. 1-000412

BETWEEN:

**FIVE STAR SPORTS GROUP INC. o/a RUK HOUSE BAR AND GRILL, DARREN RICHENS, DANNY
AMMAZZINI and ANNETTE RICHENS**

APPELLANTS

-and-

DHAKA BHATTARAI

RESPONDENT

MINUTES OF SETTLEMENT

The parties agree to resolve the matter as follows:

1. That the Appellants will pay to the Respondent the sum of two thousand five hundred (\$2,500.00) dollars, less statutory deductions, with respect to the Employment Standards Wage Assessment (no. 1-000412) to the Respondent within 15 days of the Minutes of Settlement being executed.
2. The Respondent will execute the release and indemnification attached as "Schedule A".
3. This Agreement can be executed in several counterparts and/or in pdf, each of which will be treated in the same way as an original, and all of the counterparts will together make a single agreement. This Agreement can be executed by facsimile or other electronic means.

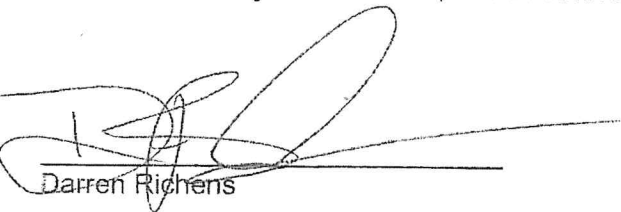
DATED at the City of Saskatoon, in the Province of Saskatchewan, this ____ day of _____, 2020.

Witness

Dhaka Bhattari

DATED at the City of Saskatoon, in the Province of Saskatchewan, this 16 day of October, 2020.

Five Star Sports Group Inc.




Darren Richens

Per: Five Star Sports Group Inc.
Name: Darren Richens
Title: President



Annette Richens



Danny Ammazzini

RELEASE AND INDEMNIFICATION

KNOW ALL MEN BY THESE PRESENTS that I, **Dhaka Bhattarai**, of the City of Saskatoon, in the Province of Saskatchewan, (called the "Releasor") for and in consideration of the sum of two thousand five hundred dollars (\$2,500.00), less all statutory deductions, the receipt and sufficiency of which is hereby acknowledged by the Releasor, do hereby remise, release and forever discharge **Five Star Sports Group Inc. o/a Ruk House Bar And Grill (called "Five Star")**, **Darren Richens, Danny Ammazzini and Annette Richens**, and all their directors, officers, employees and agents (called the "Releasees") of and from all manner of actions, causes of action, claims or demands which against the Releasees, the Releasor ever had, now has, or can, shall or may have arising out of, connected with or incidental to my employment with Five Star and/or the cessation of that employment.

FOR THE CONSIDERATION AFORESAID, I hereby covenant and agree not to make any claim or to commence or continue to maintain any action or proceeding at law or common law against the Releasees arising out of my employment or the cessation of my employment, under any statute including the provision of *The Saskatchewan Employment Act* and the *Saskatchewan Human Rights Code*.

AND I HEREBY DECLARE that the terms of this Release have been read by me and are fully understood; that the payment to be made is the sole consideration of this Release and is accepted voluntarily, uninfluenced by representations on the part of the Releasees or anyone representing the Releasees, for the purpose of making a full and final settlement of all claims arising out of, connected with or incidental to my employment with Five Star and/or the cessation of that employment.

AND IT IS FURTHER UNDERSTOOD AND AGREED that I will indemnify and save harmless the Releasees from any and all claims made under the *Income Tax Act*, R.S.C., 19085, c.1 (5th Sup.) and the *Employment Insurance Act*, S.C. 1996, c. 23.

IT IS FURTHER UNDERSTOOD AND AGREED that I have had the opportunity to obtain independent legal advice with respect to the terms of the settlement and this Release and confirm that I am executing this Release freely and voluntarily.

AND IT IS UNDERSTOOD AND AGREED by me that the Releasees, by making the payment to me or otherwise, do not in any way admit liability to me.

AND IT IS FURTHER UNDERSTOOD AND AGREED that I will keep confidential and not disclose to any person the terms of this settlement or any information relating thereto except to my immediate family, lawyer or financial advisor and to the extent necessary to provide information to Canada Revenue Agency and other

government authorities who have legal authority to require disclosure of such information.

IT IS FURTHER UNDERSTOOD AND AGREED that I will refrain from making any negative comments about the Releasees to any person, employee, or member of Five Star.

THIS RELEASE BINDS me and my heirs, executors, administrators, successors, assigns and each of them and ensures to the benefit of, as well, the Releasees, and their administrators, successors and assigns.

IN WITNESS WHEREOF, I Dhaka Bhattarai, have set my hand and seal this ____ day of _____, 2020 in the presence of the witness whose signature is subscribed below.

SIGNED, SEALED and DELIVERED)
In the presence of:

Witness

)
)
)
)

Dhaka Bhattarai

BETWEEN:

**FIVE STAR SPORTS GROUP INC. o/a RUK HOUSE BAR AND GRILL, DARREN RICHENS,
DANNY AMMAZZINI and ANNETTE RICHENS**

APPELLANTS

-and-

DHAKA BHATTARAI

RESPONDENT

MINUTES OF SETTLEMENT

The parties agree to resolve the matter as follows:

1. That the Appellants will pay to the Respondent the sum of two thousand five hundred (\$2,500.00) dollars, less statutory deductions, with respect to the Employment Standards Wage Assessment (no. 1-000412) to the Respondent within 15 days of the Minutes of Settlement being executed.
2. The Respondent will execute the release and indemnification attached as "Schedule A".
3. This Agreement can be executed in several counterparts and/or in pdf, each of which will be treated in the same way as an original, and all of the counterparts will together make a single agreement. This Agreement can be executed by facsimile or other electronic means.

DATED at the City of Saskatoon, in the Province of Saskatchewan, this 8 day of OCTOBER, 2020.


Witness


Dhaka Bhattarai

DATED at the City of Saskatoon, in the Province of Saskatchewan, this ____ day of _____, 2020.

Five Star Sports Group Inc.

Darren Richens

Per: _____
Name: _____
Title: _____

Annette Richens

Danny Ammazzini

RELEASE AND INDEMNIFICATION

KNOW ALL MEN BY THESE PRESENTS that I, **Dhaka Bhattarai**, of the City of Saskatoon, in the Province of Saskatchewan, (called the "Releasor") for and in consideration of the sum of two thousand five hundred dollars (\$2,500.00), less all statutory deductions, the receipt and sufficiency of which is hereby acknowledged by the Releasor, do hereby remise, release and forever discharge **Five Star Sports Group Inc. o/a Ruk House Bar And Grill** (called "Five Star"), **Darren Richens, Danny Ammazzini and Annette Richens**, and all their directors, officers, employees and agents (called the "Releasees") of and from all manner of actions, causes of action, claims or demands which against the Releasees, the Releasor ever had, now has, or can, shall or may have arising out of, connected with or incidental to my employment with Five Star and/or the cessation of that employment.

FOR THE CONSIDERATION AFORESAID, I hereby covenant and agree not to make any claim or to commence or continue to maintain any action or proceeding at law or common law against the Releasees arising out of my employment or the cessation of my employment, under any statute including the provision of *The Saskatchewan Employment Act* and the *Saskatchewan Human Rights Code*.

AND I HEREBY DECLARE that the terms of this Release have been read by me and are fully understood; that the payment to be made is the sole consideration of this Release and is accepted voluntarily, uninfluenced by representations on the part of the Releasees or anyone representing the Releasees, for the purpose of making a full and final settlement of all claims arising out of, connected with or incidental to my employment with Five Star and/or the cessation of that employment.

AND IT IS FURTHER UNDERSTOOD AND AGREED that I will indemnify and save harmless the Releasees from any and all claims made under the *Income Tax Act*, R.S.C., 19085, c.1 (5th Sup.) and the *Employment Insurance Act*, S.C. 1996, c. 23.

IT IS FURTHER UNDERSTOOD AND AGREED that I have had the opportunity to obtain independent legal advice with respect to the terms of the settlement and this Release and confirm that I am executing this Release freely and voluntarily.

AND IT IS UNDERSTOOD AND AGREED by me that the Releasees, by making the payment to me or otherwise, do not in any way admit liability to me.

AND IT IS FURTHER UNDERSTOOD AND AGREED that I will keep confidential and not disclose to any person the terms of this settlement or any information relating thereto except to my immediate family, lawyer or financial advisor and to the extent necessary to provide information to Canada Revenue Agency and other

government authorities who have legal authority to require disclosure of such information.

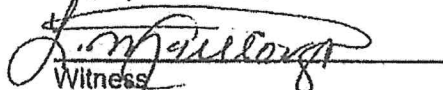
IT IS FURTHER UNDERSTOOD AND AGREED that I will refrain from making any negative comments about the Releasees to any person, employee, or member of Five Star.

THIS RELEASE BINDS me and my heirs, executors, administrators, successors, assigns and each of them and ensures to the benefit of, as well, the Releasees, and their administrators, successors and assigns.

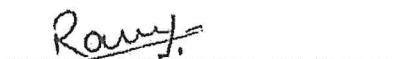
IN WITNESS WHEREOF, I Dhaka Bhattarai, have set my hand and seal this 08 day of OCTOBER, 2020 in the presence of the witness whose signature is subscribed below.

SIGNED, SEALED and DELIVERED)

In the presence of:


Witness

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)
)


Dhaka Bhattarai