

Foy Allison Law Group

**A supplementary submission to the Senate Committee
on Legal and Constitutional Affairs regarding Bill C-36**

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I. INTRODUCTION

On September 15, 2014, in British Columbia, Reza Moazami was convicted of 26 prostitution-related charges (*R. v. Moazami*, 2014 BCSC 1727). The convictions were in relation to eleven complainants whose ages at the time of the offences ranged from 14 to 19. The charges related both to prostitution-related child abuse and adult prostitution.

With respect to girls under the age of 18, the charges included:

- unlawfully living off the avails of prostitution with persons under the age of 18 years by the use of coercion contrary to s. 212(2.1) of the *Criminal Code*, R.S.C. 1985, c. C-46;
- unlawfully living off the avails of prostitution with persons under the age of 18 years contrary to s. 212(2);
- sexual interference of a person under 16 years old contrary to s. 151(a);
- sexual exploitation of a young person contrary to s. 153(1)(a);
- sexual assault contrary to s. 271(1)(a);
- procuring a person to become a prostitute contrary to s. 212(1)(d);
- controlling the movements of a complainant for the purpose of exploiting her with regard to a person under the age of 18 contrary to s. 279.011(1)(b).

With respect to adult prostitution, the charges included:

- sexual assault contrary to s. 271(1)(a);
- procuring a person to become a prostitute contrary to s. 212(1)(d);
- living off the avails of prostitution *simpliciter* contrary to s. 212(1)(j);
- controlling the movements of a complainant for the purpose of exploiting her contrary to s. 279.01(1)(b);

Included in the conviction were five counts of living off the avails of prostitution contrary to section 212(1)(j). That subsection was one found to be unconstitutional in *Bedford*. The convictions under section 212(1)(j) relate to complainants who were 18 and older while engaged in prostitution with Mr. Moazami.

This submission contains several general observations regarding the decision. With respect to the complainants who were 18 or older, this submission considers in brief two issues:

1. How would labour, employment and human rights laws (workplace laws) have protected or provided a remedy to the complainants?
2. How would workplace laws have stopped Mr. Moazami or brought an end to his conduct?

Time constraints, unfortunately, prevent any other than a cursory analysis.

II. GENERAL OBSERVATIONS

The decision is a lengthy but straightforward decision. The facts are, I submit, similar to the evidence given before the committee by witnesses such as Trisha Baptie, Bridget Perrier, Natasha Falle, Cassandra Diamond and Larissa Crack. The facts are not remarkable from what has already been submitted before the committee.

1. The convictions related to prostitution which took place indoors. (para. 7)
2. The average age of entry into prostitution for the eleven complainants was 15. The youngest was 12 and the oldest 19. Those who entered after the age of 18 had known Mr. Moazami as their drug dealer from a younger age. Each of those complainants had been alcohol or drug users from the ages of 12-14. (paras. 5, 6, 23, 48, 81, 82, 107, 127, 148-154, 168, 169, 198, 213, 227, 247)
3. The complainants saw anywhere between three buyers per day to eleven buyers per day, working six or seven days a week. This is consistent with the testimony of demand for underage girls; and inconsistent with Chris Atchison's comments that there is no market for underage girls. (paras. 31, 91, 133, 161, 162, 175, 200, 218, 242)
4. There is no evidence in any of the 136 page judgment that any of the 100s/1000s of buyers made a report to the police. This is consistent with survivor testimony, and inconsistent with the suggestion that buyers are a useful ally in detecting/reporting coercion/trafficking. Those who called the police were bystanders, a caretaker, a tenant of one building and the girlfriend of an acquaintance of Mr. Moazami. (paras. 303-307)
5. None of the 100s/1000s of buyers were arrested or charged, despite the fact that the majority of them had raped underaged girls.
6. If Bill #C36 is not passed, there will be no recourse against a buyer of a procured, coerced or trafficked adult woman. Under current laws, it is not a criminal offence to purchase sex from an adult who has been procured, coerced or trafficked.
7. Although some of the complainants had been born abroad, they had come to Canada as children. Given the perception that trafficking is confined to international trafficking, it may not have been obvious that any of the complainants had been trafficked.
8. The complainants were advertised according to their physical characteristics and racial heritage, such as "Busty Italian Brunette Hottie". (paras. 75, 122, 201, 223)

9. In court, Mr. Moazami denied that he was the “employer”. He reiterated that the complainants did not work “for” him, they worked “with” him. In other words, he provided services to them. He described the relationship as one of equality, whereby he provided services to them, including keeping them safe from buyers, in return for a share of the profits he made. (paras. 326,

III. BRIEF COMMENTS REGARDING THE APPLICATION OF WORKPLACE LAWS

Five complainants were 18 years or older during the time of some offences: S.H., C.B., I.T., J.C. and T.H. The law under which Mr. Moazami was convicted with respect to those complainants is one of the impugned laws, which Parliament is being asked to strike. If C36 does not pass, how would such women be protected?

As noted above, Mr. Moazami denied he was an employer of the complainants. He maintained that they did not work for him, but he worked with them: he provided assistance and protection to them.

Attached as Appendix “A” is a summary of the evidence regarding the “working” conditions of the five adult complainants.

A. Protection of the Complainants under Workplace Laws

Workplace laws are complaint-driven and compensation based. Damages are based on breach of contract or statutory remedies. It is difficult to perceive how workplace laws would be adequate to protect the adult complainants. The primary remedies would not be available while the women still worked there, being retrospective in effect.

To obtain any remedy, however, the complainants would have been required to engage lawyers and pursue the remedies through the civil courts. The cost to the complainants of pursuing remedies would likely have been prohibitive and would likely have outstripped any award the complainants could have hoped to achieve.

There are several barriers for the complainants. Typically, awards are based on what would be a “reasonable” notice period for termination of employment. Notice periods are determined on a case by case basis, based on the age of the employee, the nature of the position, the length of service and the availability of similar employment given the employee’s age, training and experience. In the case of the complainants, they were all young with short lengths of service. In such cases, the notice periods tend to be short.

A more realistic avenue for seeking a monetary remedy would be on the basis of personal injury or torts, such as intentional infliction of mental suffering or intimidation. Such cases are relatively rare, however. They are factually and legally complex, expensive to run and the awards are comparatively low.

The complainants would also have to overcome the hurdle that Mr. Moazami denied that he was their employer. That analysis is irrelevant under s. 212(1)(j). However, if he were not the employer, then there would possibly be no civil remedy. Some of the

complainants would likely be considered by a court to be employees, but several, such as S.H. and C.B. would perhaps not be considered to be employees because of the level of control they had over their work and their compensation arrangement.

At para. 404, the court noted that Mr. Moazami agreed that he was an “equal partner” with the complainants. That was sufficient to convict him of living off the avails of the adult complainants. However, such a finding would deny the complainants a civil remedy under workplace laws.

B. The Use of Workplace Laws to Stop Mr. Moazami

There are no provisions within workplace laws which could be used to stop Mr. Moazami from operating his business. At most, the laws would merely provide an avenue for women to obtain compensation from him. He could simply move on in his business and hire other girls/women.

APPENDIX "A"

1. S.H.

A few months before her 16th birthday, S.H. was introduced to prostitution. At first she worked for a pimp, but at some point in 2008, S.H. began working independently as a prostitute. Even while working as a prostitute, S.H. was able to return home to live with her parents. (para. 227) Mr. Moazami became involved in S.H.'s prostitution business by helping her rent hotel rooms, which she could not do because she was under 18 years old. (para. 230)

When S.H. was 16, she and Mr. Moazami came to an agreement about services that S.H. could provide. S.H. agreed to answer calls from prospective clients for prostitution services and Mr. Moazami agreed to pay her \$50 for each completed call for a one-half hour service and \$100 for an hour service. Later Mr. Moazami paid her \$50 for each completed call regardless of the duration of the services. When a client came, Mr. Moazami would wait in the stairwell of the building or go to an internet café a short distance away. S.H. also took calls for other girls who worked for Mr. Moazami. S.H. regarded her arrangement with Mr. Moazami as a business relationship. She did not regard him as a boyfriend and communicated with him only about business. (para. 232)

While working for Mr. Moazami taking calls, S.H. also posted her own escort advertisements and worked independently; however, she paid Mr. Moazami half of her prostitution earnings in exchange for protection. At some point Mr. Moazami argued that the split should be 60/40 in his favour but S.H. refused to change their arrangement and Mr. Moazami appeared to accept the situation. S.H. also did duos with S.W. and when this happened she paid Mr. Moazami one-half of the money earned and she and S.W. shared the other half of the money equally. While S.H. wrote up her own advertisements, Mr. Moazami always authored S.W.'s advertisements and posted them on the Internet. S.H. did not often permit Mr. Moazami to take seductive photographs of her for the advertisements, but he always took S.W.'s photographs. He also took the duo photographs of S.H. and S.W. Mr. Moazami sometimes criticized her clothing; however, unlike S.W., S.H. would wear whatever clothing she desired and did not permit Mr. Moazami to dictate her work wardrobe. (para. 233)

S.H. did not live in the apartment in which she worked. (para. 234)

S.H. worked out of 888 Hamilton from March 2009 to July 2009. She did not have a key to the apartment and Mr. Moazami did not permit her to leave the apartment while she was working. S.H. did not reside at the apartment and went home after she completed her dates or finished answering the telephone. At that time, S.H. estimates Mr. Moazami was making between \$10,000 and \$15,000 per month. S.H. was in charge of her own dates and could do as few or as many as she wanted. (para. 236)

After S.H. stopped working at 888 Hamilton, she had no contact with S.W. and Mr. Moazami because she believed they were angry with her for leaving them. There was a

period in July 2009 that S.H. worked with [another pimp] again and this also may have led to friction between her and Mr. Moazami. In the fall of 2009, when S.H. was working as an independent, a client came to her home and he was short of cash for the date. S.H. accompanied the client to his apartment to do an “out call”. When she entered the apartment, S.H. was surprised by Mr. Moazami who punched her in the face and she fell to the ground. Mr. Moazami pulled S.H. from the ground and threw her arm around her back; then he pushed her onto the couch. Mr. Moazami screamed at S.H. that she was taxed \$3,000. When S.H. asked why, Mr. Moazami told her to ask her ex-boyfriend. S.H. remained on the couch and the client passed her a tissue because her mouth was bleeding. At this point, S.W., who was hiding in another room, was told to go through S.H.’s purse and get her cellular telephone. Mr. Moazami screamed at S.H. to make some calls. All during this time S.H. swore at Mr. Moazami because she was very upset. At this point someone knocked at the door of the apartment and a male voice said, “building manager, open up”. Mr. Moazami directed the client to hold S.H. and keep her quiet. The client held S.H. from behind and tried to cover her mouth while Mr. Moazami answered the door. S.H. broke free of the client and grabbed her jacket and purse and pushed past Mr. Moazami. She was squeezed in the door opening but escaped. As she ran down the hall to the elevator, Mr. Moazami screamed for S.H. to return and made a slicing motion with his hand across his neck. S.H. escaped out of the building. When she returned to her apartment, S.H. realized that Mr. Moazami had taken her keys. (para. 239)

After this incident, S.H. abruptly left her apartment and had to pay \$800 in default of her lease. Before moving she changed her locks. S.H. stopped working as a prostitute after this event and took a job at a car repair shop in North Vancouver. Several months after she started working at the repair shop, in the summer of 2010, Mr. Moazami came into the shop to have his vehicle repaired. S.H. tried to hide from him but was unsuccessful. Mr. Moazami passed S.H. a note and said, “You better fucking call me”. (para. 241)

Two or three days after seeing Mr. Moazami again, S.H. called him and set up a meeting in a public place. When she met Mr. Moazami he apologized for his behaviour and said he had been mistaken about S.H.’s involvement in the theft of some ecstasy tablets. Thereafter S.H. began to work for Mr. Moazami again taking calls for his prostitutes. She booked dates in several hotels in Vancouver. Mr. Moazami provided her with the girls’ measurements and a description that S.H. passed on to clients who called for dates. In this period S.H. booked a minimum of four dates per day and there was no maximum. The girls forwarded their work calls to one of two cellular telephones that Mr. Moazami provided to her. In addition to the cellular telephones, Mr. Moazami provided SIM cards that could be used interchangeably in a cellular telephone. Each SIM card would receive calls from a specific prostitute whose number appeared in the advertisement posted on the Internet. These were all work telephones that were not to be used for personal calls according to Mr. Moazami’s instructions. (para. 242)

In February 2011, S.H. lived with Mr. Moazami at the Station Street apartment for a short period. She worked as a prostitute at this location. S.H. had the same financial arrangement with Mr. Moazami at this time; they shared her earnings equally. After

about six weeks, S.H. left prostitution again at the request of her ex-boyfriend. In response to her decision to leave, Mr. Moazami threatened to auction off her furniture and clothing every hour she was not working for him as a prostitute. S.H. stored all of her personal belongings at the Station Street apartment and Mr. Moazami did not return any of her things. He burned personal memorabilia, including postcards from her family that she cherished. S.H. identified some of her clothing in escort advertisements for other prostitutes. (para. 244)

2. C.B.

C.B. worked as a prostitute for Mr. Moazami for two months when she was 18. She was born in Vancouver but moved to Washington State when she was 12 years old. C.B. had a very troubled childhood. Her father left the family when she was an infant and her stepfather committed suicide when she was 12. Her mother had a long-standing drug addiction and C.B. became drug addicted at an early age. Mr. Moazami knew about C.B.'s background and had met her mother and her siblings. Before she began working for Mr. Moazami, C.B. became familiar with him as a drug dealer. She was 15 years old at the time. Thereafter C.B. regularly purchased drugs from Mr. Moazami when she returned to Vancouver; he supplied her and her mother with cocaine, MDMA, ecstasy, GHB, mushrooms and oxycodone. In October 2008, C.B. resided in Vancouver for five months until the end of February 2009. Mr. Moazami supplied her with drugs during this period. During this time, Mr. Moazami introduced C.B. to GHB, a drug that made her feel very intoxicated to the point that she became unconscious. He gave GHB to her in liquid form. (paras. 127-129).

When C.B. began working as a prostitute, her oxycodone habit was costing \$300 to \$500 per day. This drug habit was a strong incentive to start earning money as a prostitute because the withdrawal symptoms were unbearable. Mr. Moazami drafted a text message to a woman friend on September 2, 2011, that indicated the real intention behind introducing C.B. to oxycodone free of charge was that he knew she would spend all her money on it. (para. 130)

When C.B. spoke to Mr. Moazami about prostitution, he glamorized the profession. He said it was a wonderful lifestyle; she could have all the drugs she wanted and could buy nice things and travel the world. He mentioned going to Calgary to work during the Stampede. Once she decided to work for Mr. Moazami, in or about April 2010, C.B. began living at his mother's apartment and she worked out of this apartment when Mr. Moazami's mother was away. Mr. Moazami taught C.B. how to talk to clients on the telephone and took her shopping for sexy clothing. Mr. Moazami took photographs of C.B. and posted them along with advertisements for her escort services on the Internet. Mr. Moazami also set her rates at \$300 per hour and \$200 to \$250 for a half hour. He gave her a cellular telephone for work and the number was posted in the escort advertisements. Mr. Moazami instructed C.B. to wear a condom all the time and stick by his directions. (para. 131)

In addition to working out of Mr. Moazami's mother's home, C.B. also worked out of several Vancouver hotels. On these occasions Mr. Moazami had C.B. rent the rooms in her name; she did not object primarily because she was high on drugs. (para. 132)

C.B. was able to negotiate a financial arrangement with Mr. Moazami that was different from the other girls that worked for him. C.B. gave him 20 to 25% of her earnings. She used this money to pay for hotel rooms, clothing and food but primarily it paid for her drugs. C.B. also answered her own calls from clients and over time learned to write the advertisements that were posted on the Internet. She worked about 12 hours per day, six days per week. On average she had between four to five dates per day but never more than seven. Mr. Moazami did not use physical abuse to pressure C.B. into doing more dates; however, he used drugs as a persuasion tactic. There was no minimum number of dates required, but once C.B. reached a certain number Mr. Moazami would expect her to keep up to that amount each day. (para. 133)

Mr. Moazami provided C.B. with security by either being in the apartment while the date was going on or a short distance away. When C.B. did an "out call", she would advise Mr. Moazami where she was going, when she had arrived and when she was leaving. She also obeyed Mr. Moazami's instructions to get the money up front. (para. 134)

C.B. testified that her addiction to oxycodone became worse while she worked as a prostitute and her habit increased to \$1,000 per day. C.B. went through her life in a fog, blocking out the reality of what she was doing with her body and without any thought of the future consequences of prostitution. Mr. Moazami continued to be her sole drug supplier during this period. C.B. also testified that she had sexual intercourse with Mr. Moazami several times while working for him as a prostitute. Although she did not want to do this, C.B. was too high on drugs to care. (para. 135)

Although Mr. Moazami did not strike C.B., he became angry with her in a way that intimidated her. On one occasion, C.B. lied to Mr. Moazami about where she was going. C.B. rented a hotel room with her friend Kate and they socialized for a while before Kate went on a "date" as a prostitute. Kate was working independently at this time. When Mr. Moazami discovered the truth, he became very angry and demanded the key to the hotel room. C.B. gave it to him and they went to the room and rifled through Kate's things. Mr. Moazami took Kate's laptop computer and destroyed it. C.B. and Mr. Moazami argued about his actions and she decided to stop working for him. However, when she attempted to retrieve her belongings and her identification from his mother's home, Mr. Moazami physically blocked her entrance to the apartment. C.B. kept her CareCard at this home and it was used to purchase birth control injections without her knowledge. Eventually she gave in and resolved her difficulties with Mr. Moazami. Thereafter, C.B. continued to work for Mr. Moazami until she left for the U.S. in or about June 2010. (para. 136)

C.B. estimated that in two-and-a-half months working as a prostitute for Mr. Moazami she made approximately \$80,000. She paid Mr. Moazami about \$20,000 of this money

and the rest was spent on drugs and expenses. In August 2010, when she left Mr. Moazami, C.B. had about \$100. (para. 145)

3. I.T.

I.T. was born in the Ukraine on May 5, 1992 and immigrated to Canada when she was five years old. She and her mother came to B.C. and left behind I.T.'s alcoholic and abusive father. In B.C., I.T. lived with her mother and stepfather in West Vancouver. She had a troubled childhood and lacked a father figure in her life due to the many absences of her stepfather. Her mother was harsh and strict. She dropped out of school in Grade 11. (para. 148)

I.T. met Mr. Moazami when she was 14 years old in the summer between Grade 8 and 9. At this time I.T. was involved in the drug scene and wanted to try cocaine. She obtained Mr. Moazami's telephone number from a friend who said Mr. Moazami was a drug dealer. Although she had only tried ecstasy and marihuana at this time, I.T. testified that her drug use was significant enough to affect her performance at school. Between the ages of 14 and 17, Mr. Moazami supplied I.T. with cocaine, oxycodone, GHB, Ativan, and ecstasy. While the drugs were free when I.T. "partied" with Mr. Moazami, she was required to pay for the drugs if she wanted larger amounts or wanted to take them home with her. During this period in her life, I.T. had part-time jobs in various restaurants and her earnings were primarily used to pay for drugs.

After getting into trouble with the law, I.T. began a nine-month residential drug treatment program. Following the program, she contacted Mr. Moazami. She suggested to Mr. Moazami that she could sell drugs for him to make enough money to rent her own apartment. Mr. Moazami told I.T. that she could make lots of money in prostitution; he described a glamorous lifestyle that enticed I.T. She was not put off by the suggestion of sex for money because she had traded sex for drugs before meeting Mr. Moazami. When I.T. went to parties and did drugs with her friends or drug dealers, she expected to have sexual intercourse with those who supplied her with drugs as a form of payment. She also had sex with Mr. Moazami in trade for drugs. (paras. 152-153)

Once I.T. agreed to work for Mr. Moazami, he set her rates at between \$250 and \$300 per hour. Mr. Moazami posted advertisements for I.T.'s services on the Internet but he did not use I.T.'s photograph. Instead, Mr. Moazami took a photograph from the Internet that he believed resembled I.T. I.T. was able to insist that she not have sexual intercourse with clients without using a condom. Although Mr. Moazami tried to convince I.T. to broaden her services to include anal sex, she refused and he did not force her to provide this service. (para. 155)

At first Mr. Moazami agreed to split I.T.'s earnings 50/50; however, she subsequently agreed to permit Mr. Moazami to keep all of her earnings and to give her money when she needed it. I.T. testified that she never received any of the money she earned. She agreed that Mr. Moazami paid for condoms, food, work clothing and drugs. Mr. Moazami also paid for the hotel rooms; however, he insisted that the rooms be rented

under I.T.'s name. Mr. Moazami was also close by when I.T. was with a client to provide some security. (para. 156) Mr. Moazami set down rules about handling the money I.T. received from clients and he insisted that she not talk about her work as a prostitute with other people. (para. 157)

I.T. worked for Mr. Moazami in a variety of hotels in Vancouver. She often slept at the hotel but at times went to her parents' home or stayed with her boyfriend. She testified that Mr. Moazami would move them around to different hotels, often because their drug use and the nature of their work attracted too much attention. He was afraid the police would discover what the girls were doing. (para. 160)

I.T. did a minimum of three and an average of five clients per day. Mr. Moazami always wanted her to do more because of the money she could make. I.T. tried to say no but Mr. Moazami would argue with her and not listen to what she said. I.T. continued working for Mr. Moazami from mid-April until the end of June 2010. She had no days off and was continually servicing clients. The only way to get time off was to lie about the reason. Even when she had her period I.T. would work with red condoms and red sheets. (paras. 161-162)

I.T. testified that Mr. Moazami never used physical restraint to keep her working for him. It was a psychological restraint. She looked up to Mr. Moazami as the father figure that was denied to her as a child. Mr. Moazami told I.T. that he loved her and that she was his favourite girl. He used this aspect of their relationship to manipulate I.T. (para. 163)

It was when she was in Calgary with Mr. Moazami that I.T. decided to leave his employment. Mr. Moazami had become angry and controlling; he kept all of I.T.'s earnings and she felt there was nothing good coming from their relationship anymore. I.T. had also increased her drug use to make sleeping with clients bearable and she did not want to continue using drugs. I.T. could have GHB, ecstasy and a variety of other drugs as long as she continued to service clients. For these reasons, I.T. lied to Mr. Moazami about a death in her family and he purchased her a flight home to Vancouver. (para. 164)

Although I.T. continued to work as a prostitute on a part-time basis, she never again worked for Mr. Moazami. I.T. testified that once she got a taste of the lifestyle that could be purchased with the money she made as a prostitute, it was difficult to go back to a minimum wage job. However, her drug use became worse over time due to the amount of money available from prostitution. (para. 165)

While working for Mr. Moazami, I.T. estimates that she earned in total \$40,000 based on approximately \$1,000 per day. (para. 166)

4. J.C.

J.C. was introduced to Mr. Moazami in May 2010 when she was 19 years old. At this time J.C. had been forced to leave a residential treatment centre and had no place to live. J.C. was provided with drugs and alcohol prior to being introduced to prostitution.

She was continuously high while working as a prostitute. Mr. Moazami supplied her with GHB, marihuana and alcohol without charge. (paras. 82-89)

While working for Mr. Moazami, J.C. testified that he decided the rates they were to charge for sexual services (\$250 for 30 minutes and \$300 for one hour). J.C. was told that she would keep 50% of whatever she made. Either she could take the cash or Mr. Moazami would keep all of the proceeds and in return provide her with food and shelter, clothing and "lifestyle". J.C. chose the latter option and thus received none of the monies she earned as a prostitute. She estimated that in the two-and-a-half months she worked for Mr. Moazami, half of her earnings would have been \$20,000 to \$30,000. (para. 90)

J.C. worked for Mr. Moazami for about two-and-a-half months. She worked every day without any days off. Working hours were generally late at night and early in the morning. There were "quickie" lunch specials but mornings were usually spent at the gym, the tanning salon and the beauty salon. J.C. could choose her work clothing but she was required to wear tight-fitting apparel. Mr. Moazami provided J.C. with a cellular telephone for work but he often broke the telephones when he became angry with J.C. and had to replace them. Mr. Moazami supplied condoms, including red condoms, which were used while she was menstruating. Mr. Moazami controlled what J.C. ate; she was not permitted to eat chocolate and her diet had to be healthy so as to prevent weight gain. Attendance at the gym was mandatory; Mr. Moazami wanted J.C. to maintain 14% body fat. Anytime J.C. was out with Mr. Moazami, he would insist that she look presentable; her hair and nails had to be done, she was required to wear makeup and she always had to wear high-heeled shoes. J.C. was also required to go to tanning salons on a regular basis. (para. 91)

Mr. Moazami also set strict rules about handling clients and the money received from clients. J.C. was instructed to hug or kiss the client when they first met to test whether the client was a police officer. Mr. Moazami told J.C. that police officers working undercover were not permitted to touch a prostitute. Once satisfied that the client was not a police officer, J.C. was instructed to take the money and place it on a table with her purse over it. As soon as the "date" was completed, J.C. was instructed to take the money and hide it until the client left. Mr. Moazami, who was nearby when the client was with J.C., would come back into the suite and immediately take the money paid for the sexual services. On one occasion when J.C. was having some difficulties with a client, Mr. Moazami came to the door of the suite and pretended to be a neighbour. He escorted the client out of the suite to protect J.C. (para. 92)

During the second trip to Calgary, J.C. befriended one of her clients and disclosed to him that she was trying to leave her life of prostitution. The next night J.C. decided to cancel a date with a client and instead go out for an evening of Karaoke with the previous night's client. When she realized that Mr. Moazami would be angry with her for not earning any money that night, J.C. slept with one of the client's friends and attempted to give this money to Mr. Moazami when she returned to the hotel the next morning. Mr. Moazami became very angry because J.C. had been out all night and

came back with only enough money to cover 30 minutes with a client. Their argument escalated to the point where Mr. Moazami broke J.C.'s cellular telephone and a cowboy hat that she had received while at the Stampede. To make up for the lost time, Mr. Moazami required J.C. to do half hour calls (\$140 specials) for the next four hours in a locked hotel room before they left Calgary. J.C. felt she had no choice but to comply with Mr. Moazami's demands because she feared that he would do physical harm to her if she disobeyed him. (para. 94)

In July 2010, J.C. moved to a new apartment. At first, Mr. Moazami permitted J.C. to have a key to the apartment; however, after a week the key was taken from her. While walking the dog (Gucci), J.C. met a man who lived in the building. She provided him with her telephone number because she wanted to have a friend. When Mr. Moazami learned of this he smashed J.C.'s cellular telephone and took away her apartment key. He called J.C. a common Richmond whore. Thereafter if J.C. wanted to go outside to walk the dog, she had to borrow a key from Mr. Moazami. She and Mr. Moazami resided at this apartment but other girls who worked for Mr. Moazami also came to the apartment to provide sexual services to clients. These girls went with J.C. to do "out calls" with clients. (paras. 95-96)

J.C. testified that Mr. Moazami forced her to take care of Gucci even though she did not like dogs. Mr. Moazami wanted her to be seen with the dog to make a statement, "high end Yaletown escort with her little tiny pooch." She was permitted to take the dog for walks and this gave J.C. an opportunity for some private down time. While Mr. Moazami allowed J.C. to be out with her friends occasionally, it was never for long. He called her back for clients and J.C. was required to do as Mr. Moazami directed. Once J.C. asked Mr. Moazami to find another girl for a date and he became extremely angry. As a consequence, J.C. never refused a date and stopped meeting up with her friends. While Mr. Moazami did not physically harm J.C., she had experienced his anger and had heard stories about him hurting other girls. This made her afraid of what he might do to her. (para. 97)

J.C. stopped working for Mr. Moazami after an incident where he tried to step on the dog to force J.C. to go with him. (para. 99)

5. T.H.

T.H. worked as a prostitute with Mr. Moazami for four months when she was 17 and 18 years old. (para. 107)

The first "date" secured for T.H. by Mr. Moazami only involved dressing in provocative clothing and dancing. She was not required to have any sexual contact with the client. After the first date, however, Mr. Moazami advised T.H. that she must have sexual intercourse with the clients to earn any money. This occurred within a week of their first meeting and a couple of weeks before T.H. turned 18. There was a man waiting to have sexual intercourse with T.H. when Mr. Moazami advised her of this requirement. Mr. Moazami told T.H. that she would earn \$250 for having sexual intercourse with

clients. It was only after she was paid for this work that Mr. Moazami advised T.H. that she was to share her earnings with him on a 50/50 basis. T.H. had never worked as a prostitute before these events.

In preparation for her “dates”, Mr. Moazami advised T.H. how to act with clients: she was to be “really sweet” and call them baby and act sexy. He said to get the money up front and place it under the bed. In terms of security, Mr. Moazami told T.H. that he would either be in the second bedroom of the apartment or close by if she got into any trouble with a client. H.W. coached T.H. regarding date protocol. Mr. Moazami also required T.H. to wear makeup, a push-up bra, and provocative clothing. Mr. Moazami took her to the tanning salon and to the nail salon. He counselled her on how to detect whether a client was a police officer. She was directed to touch them inappropriately or to ask them to touch her. She was told to say as little as possible to a police officer and not to give her name or Mr. Moazami’s name to the police. T.H. was counselled by Mr. Moazami to say that she was working independently as a prostitute. (para. 114)

T.H. only did “in calls” at the 788 Hamilton Street apartment. She did not travel to other locations for dates. To advertise T.H.’s services, Mr. Moazami took photographs of her and H.W. with his cellular telephone. These photographs were posted on escort websites such as Duttslist and Back Pages. T.H. testified that Mr. Moazami had a laptop computer that he used to post the advertisements. She had no input into the wording used in the advertisements and did not see them until the trial. The advertisement described T.H. as “Jenna”, which was a name Mr. Moazami chose for her. (paras. 115-116)

T.H. did not reside at the apartments. She returned home to Maple Ridge after her work with clients was finished and continued to work part time at Save-On-Foods. Mr. Moazami tried to get T.H. to quit her job and work for him full time but she refused. While she stayed in the apartment during the day, Mr. Moazami would escort her outside to get coffee or to go shopping. He did not let her go out during the day alone. When he left the apartment, Mr. Moazami took the keys and told her not to go anywhere or there would be “problems”. T.H. believed that Mr. Moazami meant there would be physical abuse if she disobeyed him. (para. 117)

While T.H. worked as a prostitute for Mr. Moazami, he offered her drugs at no cost. The drugs he offered included alcohol, marihuana, cocaine, oxycodone, and Percocet. T.H. chose to accept cocaine, alcohol and marihuana from Mr. Moazami. Mr. Moazami never assaulted T.H. and they never had sexual intercourse together. (paras. 124-126)