IN THE MATTER OF AN APPEAL BY
1879745 ALBERTA LTD O/A EXPRESS AUTO SALES CALGARY

Appellant

AND

THE DIRECTOR OF FAIR TRADING (AS DELEGATED)

Respondent

DECISION OF THE APPEAL PANEL

APPEAL PANEL:	VIRGINIA MAY QC,	CHAIR
	ALLEN BRIGGS,	PANEL MEMBER
	LYLE BERGE,	PANEL MEMBER

DECISION APPEALED: DIRECTOR'S DECISION OF OCTOBER 18, 2017.

THE DECISION OF THE DIRECTOR OF FAIR TRADING (AS DELEGATED) to IMPOSE UPON EXPRESS AUTO AN ADMINISTRATIVE PENALTY OF $5000.00 FOR HAVING CONTRAVENED SECTION 6(3)(b), 6(4)(a) AND 6(4)(b) OF THE FTA (NOW CALLED THE "CONSUMER PROTECTION ACT").

APPEARANCES:

FOR THE DIRECTOR:	MS. PAULA HALE	COUNSEL
	MR. J JOSOL	CONSUMER.
COMPLAINANT:		
	MR. TERRY JACKSON	INVESTIGATOR WITH AMVIC
FOR THE APPELLANT:	RALPH STOTSCHEK,	AGENT
	MR. STEVEN HUMBER	LICENSEE AND MANAGER OF THE APPELLANT (PRESENT BUT NOT CALLED AS WITNESS)

NO WITNESSES CALLED FOR THE APPELLANT

DECISION OF THE PANEL:

THE PANEL **CONFIRMS** THE DECISION OF THE DIRECTOR OF FAIR TRADING (AS DELEGATED) DATED OCTOBER 18TH, 2017 PURSUANT TO 179 OF THE FTA.IN FINDING THAT EXPRESS AUTO BREACHED SECTIONS 6(3)(b), 6(4)(a) AND 6(4)(b) OF THE FTA.

THE PANEL FURTHER CONFIRMS THE AMOUNT OF THE ADMINISTRATIVE PENATY IMPOSED Of $5000.

AS A RESULT, THE BALANCE OF THE ADMINISTRATIVE PENALTY IS DUE TO BE PAID IMMEDIATELY AND MR. JOSOL MUST BE PAID THE AMOUNT OWED TO HIM OF $652.62.

OBSERVERS:	OBSERVERS FROM INVESTIGATIONS UNIT OFFICE. AND JUDITH BESSELL, OBSERVER
LOCATION OF THE HEARING:	#301, 7015 MACLEOD TRAIL SW CALGARY, AB T2H 2K6
DATE:	JUNE 12, 2018
AWARD DATE:	JUNE 24, 2018
APPENDIX:	1. PROCEDURAL DECISION OF THE PANEL DATED MARCH 9TH, 2018 RE APPELLANT'S REQUEST FOR WITNESSES TO BE COMPELLED AND FOR VIDEO TRANSCRIPTS; 2. DECISION OF DIRECTOR OF FAIR TRADING OF OCTOBER 18TH UNDER APPEAL; 3. NOTICE OF APPEAL FILED NOVEMBER 7TH. 2017; 4. R1 EXHIBIT BINDER OF AMVIC, OF JURISDICTIONAL DOCUMENTS, TABS 1 TO 8; 5. R2 EXHIBIT BINDER OF AMVIC'S DISCLOSURE DOCUMENTS, TABBED A, B1 TO B12, C, D, AND E (93 PAGES IN TOTAL); 6. R3 OVERVIEW OF AMVIC'S CASE SUBMISSIONS DATED MAY 10TH, 2018 7. R4 SINGLE DEALER TRACK PAGE, CLEARER THAT ORIGINAL IN R 2 PAGE 55 8. A1 EXPRESS AUTO BINDER OF DOCUMENTS TABBED D1 TO D10.

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INTRODUCTION

1. The Appellant filed a Notice of Appeal pursuant to Section 179 of the Fair Trading Act (the FTA) from the Decision of the Director of Fair Trading (as delegated), dated October 18, 2017, to impose an administrative penalty of $5000.00 on the Appellant.

2. The Director's decision was made pursuant to findings of contravention under section 6(3)(b), 6(4)(a), 6(4)(b) and the administrative penalty under Sections 158.1 and 158.2 of the FTA.

3. A consumer complaint against Express Auto had been received by AMVIC in December 2016.

4. An Administrative Review was held in Calgary on July 13, 2017.

5. The Director's decision to impose a penalty was dated October 18, 2017.

6. The Notice of Appeal was dated November 7th, 2017. It was filed on behalf of the Appellant by Mr. Stotschek as the Agent/representative and by Mr. Steven Humber, General Manager on behalf of Express Auto.

7. Pursuant to section 179(2) of the FTA, David Morhart, Deputy Minister of Service Alberta appointed an appeal Panel to hear the Appeal of Express Auto.

8. The Panel Appointment date was November 22, 2017.

9. Prior to the hearing being held the Panel made a number of procedural Decisions on a number of preliminary issues raised by Mr. Stotschek on behalf of the Appellant.

10. Such decisions are attached as appendix to this decision and referenced in the body of this decision.

11. The Appeal Panel hearing took place on May 10th, 2018 for one day.

12. It was conducted by a three-person Panel consisting of Chair Virginia May and Panel members Allen Briggs and Lyle Berge.

13. The Director's case was heard first by agreement.

14. Written evidence was provided by the Appellant and the Director.

15. Oral evidence was called by the Director but not by the Appellant.

16. A list of exhibits entered in the hearing is attached as an Appendix to this decision.

17. This decision of the appeal Panel is provided under the jurisdiction of Section 15 of the Appeal Board R 195/99 Regulation (ABR) under which the order, appeal, hearing and decision was made.

18. It was agreed at the end of the hearing by the parties and Panel members that written submissions were not required by the Panel.

19. Counsel for the Director provided brief oral submissions at the beginning and end of the hearing and provided brief written submissions at the end.

20. The agent for the Appellant provided brief oral submissions at the beginning and end of the hearing.

21. Ms. Hale provided a brief written overview at the conclusion.

22. The Panel advised they would provide a decision by June 24th, 2018.

JURISDICTION

23. The jurisdiction for the appeal hearing and for the Director to make her decision of October 18th, 2017 comes from the Fair Trading Act RSA 2000 C F2 and its Regulations, the Automotive Business Regulation Alta Reg 192/99 (ABR) and the Appeal Board Regulation Alta Reg 195/99 (ABR).

24. Copies of these jurisdictional Documents can all be found in Exhibit R1 together with the Appointment documents, the Decision, appealed from, the Appeal and the legislation and regulations.

25. The FTA and ABR regulate, among other things, the automotive business in Alberta. The Director's power comes from Section 104 of the FTA.

26. Part 2 of the FTA division 1 deals with Unfair and negative Practices.

27. The Decision of the Director under Appeal found three such breaches, classifying them as unfair practices.

28. As a result, under section 158.1 and section 158.2 of the FTA the Director is entitled, by notice in writing to the person, to require that person to pay an administrative penalty in the amount set out in the notice.

29. Pursuant to section 158.2 the Appellant had a right to respond to the notice.

30. Administrative penalties (FTA) Reg AR 135 2013 sets out in Section 2 the factors to be taken into account by the Director in imposing the amount.

31. The regulation establishes a minimum penalty of $250 and a maximum penalty of $100,000.00 under section 158.1(3) of the FTA.

32. Section 166 of the FTA explicitly incorporates vicarious liability and states that an act or omission of an employee or agent is deemed to be an act or omission of the involved employer if undertaken during employment or under an agency relationship.

33. Pursuant to section 179(1) of the FTA a person in the Appellant's position has the right to Appeal the decision of the Director within 30 days after being notified in writing of the decision.

34. Pursuant to section 179(6) of the FTA an appeal board may confirm, quash or vary the order of the Director.

35. Pursuant to Section 4 of Administrative Penalties (FTA) Reg the fee for appealing the administrative penalty was set at $1000 and was paid.

36. Pursuant to Section 180(4) of the FTA the appeal stays the administrative penalty until the final decision on the appeal.

37. The Panel acknowledges that pursuant to section 179(8) of the FTA an Appeal is a new trial of the issues.

38. No objection was made at any time to the composition of the Appeal Panel by the Appellant or his agent.

PRELIMINARY DECISIONS OF THE PANEL PRIOR TO THE HEARING

DECISION ON ROLE OF MR. STOTSCHEK AS AGENT/REPRESENTATIVE OF EXPRESS AUTO up to and AT THE HEARING

39. The Panel made a Decision on February 15th, 2018 on whether Mr. Stotschek could remain agent /representative for the Appellant up to and at the hearing.

40. Mr. Stotschek is not a lawyer, he is a retired police officer.

41. The issue was an open one for decision- making by the Panel since Ms. Hale took no position on behalf of AMVIC.

42. The Panel felt it needed to decide the issue because of the following facts in Mr. Stotschek's recent employment history:

- His recent Employment as an AMVIC investigator in Calgary;
- His active role as a compliance officer for Express Auto and its 50% partner in the investigative process leading to the decision under appeal;
- His participation in the administrative hearing held on July 13th, 2017 on behalf of the Appellant; and
- His Participation in various interviews or examinations of individuals, involved, including the assigned investigator Mr. Jackson.

43. The Panel reviewed the law in relation to a non-lawyer acting as agent/representative in those circumstances as provided by Ms. Hale for AMVIC

44.

45. First it noted that Section 9 of the ABR (ALTA Reg 195/99) made it clear that Appellants can be represented by counsel.

46. AMVIC did not take a position on Mr. Stotschek remaining the agent of the Appellant as a non-lawyer.

47. Ms. Hale advised that the legal test is whether an agent will facilitate rather than hinder an adjudicative process.

48. She advised that this was an open question that the Panel could determine.

49. The Panel therefore wrote the following decision on February 15th, 2018.

DECISION ON AGENCY ROLE OF MR STOTSCHEK., FEBRUARY 15TH, 2018

50. The Panel recognizes it has the discretion to refuse to accept Mr. Stotschek as the representative of Express Auto for the management and running of the appeal, if it considers that his representation might hinder rather than facilitate the adjudicative process.

51. At this stage of the proceeding the Panel does not feel it has enough information to determine whether Mr. Stotschek would be a help or a hindrance.

52. The Panel has therefore determined that Mr. Stotschek may remain as representative for the Appellant through the appeal process, including the hearing, subject to the following conditions:

    1. Mr. Stotschek provides no oral evidence himself at the hearing;

    2. Mr. Stotschek acknowledges that he is representing only Express Auto, and not its 50% partner, Landsperg; and

    3. Mr. Stotschek recognizes that the Panel retains the right to remove him from his representative role at any time, including during the hearing, should it become obvious to all three Panel members that he is hindering rather than helping the adjudicative process.

53. Mr. Stotschek accepted these conditions in writing on the same day.

SUBSTANTIVE ISSUES TO BE DETERMINED AT THE HEARING

51. The panel determined the issues on the Appeal are as follows:

    1. Whether Express Auto breached one or more of Sections 6(3)(b), 6(4)(a) or 6(4)(b) of the Fair Trading Act in its transaction with the Complainant Mr. Josol?

    2. If there was a breach or breaches of the Fair Trading Act, what, if any, administrative penalty against Express Auto should result.

52. The Panel rejected Mr. Stotschek's views of the issues on behalf of Express Auto, including his suggestions that:

    - Express Auto did not know the case against it;
    - Express Auto was not made aware of potential consequences it faced;
    - The Director was biased and "guided and assisted the direction of the investigation";
    - Evidence was collected under 'duress" and the Appellant was not "cautioned";
    - The Director was in a conflict of interest; and
    - Express Auto was not given proper notice of the administrative penalty.

53. Section 179(8) of the FTA makes clear that an Appeal before the panel is a fresh hearing.

54. S. 179(8) an Appeal under the section is "a new trial of the issues that resulted in the decision, order or administrative penalty being appealed."

55. The result of the hearing will be based only on the evidence before it and decided by a fresh group of decision makers this is a new trial.

56. Therefore, even if there had been earlier procedural problems or perception of bias leading to the Director's decision, such issues do not carry over.

57. The Panel will decide the Appeal on the evidence it hears and reads.

FURTHER PROCEDURAL DECISION OF THE PANEL ON TWO REQUESTS OF MR STOTSCHEK ON BEHALF OF EXPRESS AUTO

58. On March 9TH, 2018, the Panel wrote a further procedural decision with reference to two further demands of Mr. Stotschek for his client (see appendix for complete decision of March 9th, 2018) (see full decision in the Appendix).

REQUEST A

59. Mr. Stotschek's request to receive various video tapes from the administrative review of July 13th, 2017, and video recordings of Mr. Jackson's interview of the complaint and Mr. Stotschek's own interview of Mr. Jackson. He also later wanted better quality videos and transcripts.

60. Mr. Stotschek was provided with copies of the videos in disclosure by Ms. Hale and was provided with a copy of the Video Recording Policy giving him the mechanism to order his own transcripts.

61. The Panel noted his receipt of the videos and the policy to get transcripts and took no further part in the issue and made no decisions.

62. Eventually the videos formed no part of the hearing as framed by the Panel and I believe no transcripts were requested by Mr. Stotschek.

REQUEST B

63. Mr. Stotschek requested on behalf of Express Auto that the Panel compel three witnesses to be called to the hearing for cross examination.

64. The witnesses were:

    a. Mr. Blackman-Shaw, senior manager of investigations at AMVIC;

    b. Ms. Chomey, Director of fair trading as delegated in October 2017 and the author of the decision of October 18th, 2018 under appeal; and

    c. Mr. Doug Lagore, CEO of AMVIC, who was present at the July 13th, 2017 review.

65. The Panel wrote a full decision on this matter ON MARCH 9TH, 2018 (see Appendix).

66. In summary the Panel denied Mr. Stotschek's request to compel these three witnesses.

67. The Panel recognized it did have authority to compel witnesses under section 182 of the FTA, which gives the chair of an Appeal Board the same power as held by the Court of Queen's Bench Justice in Civil Actions.

68. The Chair and the Panel also noted they had discretion in the use of that authority.

69. The burden on Mr. Stotschek was to show the chair what relevant evidence would come from any of these particular witnesses and the particular issue to be dealt with.

70. The Panel concluded, since the hearing was a new trial under section 179(8), the suggested witnesses were not relevant, would not provide evidence of any weight, and one of them could not be compelled as a decision maker of the Decision under appeal.

71. This was a new trial.

72. The exercise appeared to be a fishing trip.

PROCEDURAL GUIDELINES FOR HEARING

73. The Chair provided all parties and Panel members by email with procedural guidelines for the hearing.

74. The hearing took place according to those guidelines.

75. Documentary disclosure took place prior to the hearing

76. Witness names were provided prior to the hearing the Appellant's choices of witnesses were rejected by the Panel and no witnesses appeared for the Appellant.

77. Evidence was sworn.

78. There was no recording of the evidence.

79. The Panel proceeded with the hearing on the issues as defined by AMVIC.

80. The Director presented her case first by agreement of the parties

81. The Witnesses were available for relevant cross examination and questions from the Panel.

82. Witnesses were excluded from the hearing room until their evidence was given.

83. The Hearing was open to the public.

84. No written submissions were required by the Panel at the beginning of the hearing or its conclusion.

85. Both the appellant and AMVIC had an opportunity to make brief oral submissions before evidence and at end of hearing.

86. Decision is to be provided by 24th June 2018.

THE HEARING

OPENING COMMENTS, THE CHAIR

87. The chair acknowledged Ms. HALE Representing AMVIC and Mr. Stotschek as agent for Express Auto. Mr. Humber of Express Auto was in attendance throughout the hearing.

88. Ms. Hale confirmed that AMVIC would present its case first and then Express Auto would respond.

89. The chair confirmed that both parties would have the right to cross examine the witnesses on relevant matters and the Panel to ask any questions. She also pointed out that the Panel reserved the right to shorten the questioning process when it became irrelevant to the issues to be dealt with.

90. The issues to be dealt with were those relating to certain alleged breaches of S 6 of the FTA and the administrative penalty imposed upon the Appellant resulting from those breaches.

91. The chair advised the parties that they need make only a brief summary of their position at the opening of their case, and that oral argument could follow at the end.

AMVIC'S POSITION BY MS. HALE

92. Ms. Hale summarized her position that Express Auto breached the FTA when the complainant Mr. Josol was sold a vehicle under circumstances where no reasonable person would have believed he could have afforded it. The deal was misrepresented to him. He is not a sophisticated client. This transaction undermines the heart of the purpose of the FTA (now called the Consumer Protection Act.).

93. She pointed out that there were no allegations in this appeal of fraud against Express Auto. As she pointed out that potentially could be a matter between the financial institution and Express Auto. She further pointed out that AMVIC was not pursuing any prosecution, and that no charter rights were at stake here. It was an administrative action by a regulator against a licensed business.

EXPRESS AUTO'S POSITION BY MR. STOTSCHEK

94. Mr. Stotschek then spoke on behalf of Express Auto. He stated that three sections in S. 6 of the FTA had been initiated. The position of Express Auto was to show the threshold of reasonableness was not crossed. He will prove there were several issues with the actual AMVIC investigation; there were several breaches within the FTA as well as several policies both authored by and held in very high standard by AMVIC.

95. The Panel interrupted Mr. Stotschek and reminds him that this is a new trial and that what happened before is irrelevant.

96. Mr. Stotschek continued and said when the AMVIC witness investigator provides his testimony, he will show that the way he got there breached several internal policies to formulate his actions.

97. The Panel stated it may not allow it.

98. Mr. Stotschek continued and alleged that AMVIC must follow FTA approved process like the auto industry. He states critical evidence will show it was skipped over.

99. He wants to establish the truth through this whole process.

WRITTEN EVIDENCE

100. Ms. Hale acknowledged the jurisdictional binder already provided to all parties and the Panel. It was entered as Exhibit R1, tabs 1 to 8.

101. She then provided all parties and the Panel with Exhibit binder R2, containing 93 pages, labelled as tabs A to E with tab B having 12 subsections.

102. She provided Exhibit R3 with 4 tabs, including an overview of the case and some relevant case law. She also provided Exhibit R4 an improved version of page 55 in Exhibit R2.

103. Mr. Stotschek provided Binder A1 containing tabs D1 to10.

JOSEPH JOSOL'S EVIDENCE

UNDER DIRECT EXAMINATION FROM MS. HALE

104. Mr. J. Josol, JJ, is originally from the Philippines, and has been in Canada from 2009; English is his 2nd language.

105. He was researching used cars online because he wanted to replace his expensive Dodge Caravan with a different car that would lower his costs by being fuel efficient and would have lower monthly payments.

106. He had too much debt and was in a consumer proposal. This put all his debts in one.

107. His asset was the used car, the Dodge.

108. As per its terms, he consolidated his loans to 1 monthly payment.

109. Online he had to enter his credit application.

110. As a result, he received a call from Express Auto, an unknown name to him.

111. Express Auto said he qualified for a second-hand car and they could help him out. He didn't remember the name of who called him from Express Auto.

112. They wanted to meet him; they had no particular vehicle in mind.

113. When he got there, all the documents were done. He met a salesman. He looked at a couple of vehicles and test drove a red Chevy Malibu. He didn't recall the sales person's name. The salesman told him he had to get approval.

114. He told the salesman, he wanted to lower his payments, and that he was in a proposal.

115. He told the salesman he wanted to trade in his Dodge.

116. He then gave the salesman his trustee information. Express Auto said they had already talked to the trustee; They had the phone number.

117. He got his new vehicle on the first day. The Chevy Malibu. It had lower monthly payments.

118. He left his Dodge Caravan at Express Auto for the purposes of a trade-in.

119. He told them he wanted a trade in and drove away in the Malibu. And left the Dodge at Express Auto.

120. Ms. Hale shows Mr. Josol Tab B2 - P. 32-Exhibit, R2, dated November 19, 2016, a Bill of sale for Malibu-he confirmed it was not his signature, nor his initials.

121. He then looks at tab 8, P. 74 and confirms his initials. The salesman Bryce was witness. It is dated 19/11/16. It is a bill of sale for the Malibu.

122. There are two bills of sale. Page 32 is a bill of sale for the Malibu also dated the 19th /11/16 with the trade in crossed out.

123. After Mr. Josol had signed, Bryce crossed out the central portion and said there was going to be no trade-in.

124. For the first time he then knew Bryce was not going to keep his van and he was told they will do something to get rid of his van; He understood that was why they got the trustee info-to make an arrangement.

125. That's why Josol left his Dodge. It bothered him at first, until they said they would help him out. The same person who crossed out the trade in and signed the contract had shown him around the car lot. He thought once he signed he was stuck with the deal.

126. He brought the Malibu back to the lot to be fitted with a remote starter.

127. Suddenly he was called by the bank, Trans Can Leasing (TCL) because he had not made his bi-weekly Dodge payment. He had stopped paying for the Dodge following the advice of Shaun at Express Auto.

128. Ms. Hale asks him to turn to P. 25, behind tab B,1, which shows the co-lessee is his wife. He was the only lessee on the Malibu. He wanted to start building his credit rating.

129. TLC was called by Express Auto asking for a buy-out cost on Dodge. Anna Kolodynski of TLC provided a buyout quote to Shaun at Express Auto on November 21, 2016. and set out the buyout price for the dodge as $23,123.65 on November 21st (2016.page 42).

130. Mr. Josol told TCL that Express Auto said they would deal with it through their lawyers.

131. He could not pay for two cars.

132. Josol asked Anna at TCL for help. She suggested returning the Malibu while there was a chance to return it.

133. He returned the Chevy in the return period before they could start to collect payment on it. He had asked Josh about returning the car. He left the cheque that Express had given him for the 1st two payments and the keys of the Chevy on the table. He told Josh finance manager that he was returning the Chevy because he had to keep the Dodge. Josh said he couldn't do that; the Chevy was his car now.

134. Josh told Josol to talk to Shaun. Shaun told him it was his car, he should stop payments to TCL, change bank accounts and open a new one to make payments to new finance company for Dodge. TCL. Shaun told him TCL were only trying to scare him.

135. Josol went to talk to Mr. Humber the manager and he said the Malibu is your car and he could do nothing about it.

136. Josol didn't know what to do. Everything was a mess.

137. He drives his Dodge van now.

138. He has no idea what happened to the Chevy. He was very scared of having a repossessed car which would impact his consumer proposal.

139. Josol believes that Express took Chevy out for repossession.

140. Josol felt very uncomfortable with the whole events

141. Josol asked Anna of TCL for help. She suggested he contact AMVIC.

142. He filed a complaint with AMVIC in January (page 90 of Exhibit R2).

143. Josol lost around $600 and had to pay fees to Chevy finance. It was too late for him to close the account and they took money from his account and charged for NSF cheque. He also paid insurance for one month.

144. Josol thinks this has impacted his consumer proposal, but he has no access to it (P. 90, Tab C-JJ's written statement i.e. his complaint to AMVIC).

145. He did not know what to do with the Dodge and kept getting calls from TCL for payment and Express told him to stop the payments.

146. He doesn't know what Shaun's position is at Express Auto.

147. Summary: Josol said he dealt with Shaun, sales consultant, Bryce, and spoke to GM-Steven Humber who told him the Chevy is his car.

148. In conclusion Josol said he only wanted a cheaper car to lower his monthly payments. This affected everything with his finance company;

149. Now all he wants is the money to pay his out of pocket expenses.

UNDER CROSS EXAM FROM MR. STOTSCHEK

150. Was he at first interested in replacing his van(Dodge) with another vehicle for fuel economy and lower payments. Yes

151. When he looked on the internet and entered his information and included his name, address, SIN, and phone number the form also asked if he had a trade-in and he entered his van info as a trade-in? Yes

152. Did he one week later receive a phone call from Express Auto, caller unknown, responding to his internet entry. Yes

153. Had he been in a Consumer proposal since 2015; for approximately one year at the time he was searching the internet for a vehicle. yes

154. He never sought advice from Consumer proposal on this matter with Express Auto. he never hears from them.

155. He confirms his understanding of the proposal; they consolidate all credit cards and debts to one and they arrange documentation to one payment. They take care of everything.

156. The Dodge Caravan payments were $264/month to Eastside, a lease was provided through TCL.

157. Did he understand that if he did not make payment or doesn't want the vehicle, he was told by TCL that he must pay the full price? Yes

158. He drove his dodge to Express Auto on his first visit to Express Auto.

159. Mr. Stotschek makes some Signature Comparisons of Josol's signature on P. 22 and 32:

- P. 32 B2-worksheet, Nov 19, 2016 JJ confirmed highlighted area not his signature under things promised but not in writing, including a protection package, extended warranty plus an all deposits non-refundable clause. Big cross out for trade; he was notified on this date Express not interested in trade.

- Confirmed he maybe doesn't remember signing this?

- P. 22, B1 is definitely his signature.

160. Dodge Caravan payments were $264/month v Chevy for less money and wife not needed to co-sign. He wanted to build his credit.

161. Anne at TCL phoned Josol. She was nice and calm and wanted to know why he had stopped payment. She didn't mention fraud or that Express acted incorrectly or against the law.

162. She only mentioned to Josol that Express Auto had misrepresented false things.

163. Josol asked her what to do and where to go and she recommended AMVIC. He didn't call Edmonton, but first he spoke to an unknown person, then Terry Jackson.

164. He remembers another conversation with Express Auto he does not know who with. He doesn't remember a conversation with, Mr. Stotschek.

165. He shows Mr. Josol two Exhibits:

- Tab B8, P. 74 - Completed Bill of sale, and points out second bill of sale P. 32, and 74.
- He compares signatures and suggest that Josol signed 32.
- Josol does not acknowledge for sure that he signed it but Josol says that it is definitely his signature on page 74.

Josol acknowledges there is no information on the van whatsoever on either page.

166. Bryce talked to TCL and recommended to stop payment? - He said not to worry,

167. Josol never sold used vehicles privately or traded in used vehicles before - He is not sure if his credit was affected by TCL Canadian title loans who financed Chevy. He is not sure if his credit with TCL was affected. Consumer Proposal has not informed him of any info to that effect.

168. He is out of $600? - Approximately.

169. Questions from Panel-payments were less for a more expensive car? - Yes, confirmed.

170. Suggested: you could have extended van payments, but no one gave that direction.

171. Mr. Stotschek suggested a dealership can't do re-financing; only a finance Co. can.

QUESTIONS FROM THE PANEL

172. When you first attended at Express, the Malibu paperwork was ready? – Yes

173. When you left the van, you thought this was in trade for your new car. Yes

174. Within two weeks after the Express Auto visit, you went to the bank and canceled his Dodge van payments? Yes

TERRY JACKSON'S ORAL EVIDENCE

UNDER DIRECT EXAM BY MS. HALE

175. His Background currently is AMVIC manager of investigations, south, and a Peace Officer.

176. At the time of Express Auto's investigation, he was an investigator. He started in 2016 in South Region.

177. Previously, 1974 - 2014 he served with Calgary police service, 40 years approx. He left as a Calgary detective in the economic crime unit.

178. In 2014 - 2016 subcontracted in safety & Security in BC.

179. He moved to AB for family reasons and successfully applied for a position at AMVIC after receiving a friend's text. Calgary is now his home.

180. It is not unusual for retired t police to work at AMVIC, or in BC. He was not a peace officer in BC, only licensed to do security in BC and AB.

181. He was asked about his Conduct Background in Calgary with the police.

- He Received complaint in 1983 - Not sustained, no finding of fault on his part.
- Reprimands:
  - 1977 received written warning for missing court; and
  - 1989 received written warning for failing to follow directions.
- He says his Calgary Police Service Career was exemplary, anything over twenty years. ago does not require an explanation.

182. AMVIC typical complaint process:

- There is a Website, but usually a call comes to Consumer Services Office (CSO) in Edmonton.

183. Consumer Service Officer takes the calls as an initial direct-gatekeeper, low threshold without access to mediation. CSO level:

- Talks to Complainant;
- Determines nature of complaint;
- Asks complainant for documents; and
- Provides statement.

184. If CSO believes this is under the AMVIC jurisdiction, they Identify the dealership, send a letter of notice to dealership that they have received a complaint, and give them time to respond and provide documentation. Once they receive information from the dealership, they review information and work with the supplier to try to find solution via only via their own ADR, as quickly as possible.

185. On the other hand, if there is no response, issue escalates to be assigned to Senior. manager of investigation.

In this case, there was a response.

186. Here, the CSO determined sufficient cause.

187. Senior manager of investigations, in 2016, received many complaints, now he receives 3-10 complaints a week electronically.

188. It gets reviewed by the manager of investigations to determine whether it should be reviewed by an investigator.

189. Manager of investigations can determine complaint

- Not sufficient, or
- No jurisdiction.

190. If otherwise, manager enters it into our computer system.

191. He reviews file, picks who to assigned it to, then assigns it to Senior manager's assistant who provides all the background work where they pull up:

- Business documents;
- Previous case files; and
- Relevant information on sales people.

192. Assignment based on:

- Caseload-biggest criteria,
- intricacies of complaint, and

- background of investigator.

193. Director of FTA at that time was John Bachinski.

194. He was not involved in this investigation; only manager of investigation directed him.

195. He investigated this complaint, completed investigation. He determines if he finds violation w/in regulatory jurisdiction based on whether they have any sufficient evidence to proceed with any further action.

196. They consider a progressive enforcement concept based on:

- How egregious the complaint;
- How many complaints against this dealership;
- Is it a first-time event; and
- Is it the same complaint over and over?

197. They consider quality of the evidence which determines the enforcement avenue:

<u>From simple to worst the results are:</u>

- find no evidence to support, complaint and closing letters sent to parties;
- Written warning sent;
- Recommendation for administrative review;
- Lay charges under the Act; and
- Lay criminal charges.

198. Investigator can make decision to move forward: close file, reprimand, administrative review, and penalty but he does not have final say.

199. If he moves forward to administrative review the Registrar can enter into undertaking.

200. Recommendation for prosecution means a recommendation for summons under Provincial statute, e.g. CPA, *Traffic Safety Act*, and criminal offence. AMVIC lays charges but does not directly prosecute; only Crown prosecutors do.

201. Curber, not authorized to deal autos, was only the prosecution with AMVIC. They pled guilty and paid a fine.

202. In this case, form of recommendation takes:

- Application to administrative review in computer system;
- Manager reviews it, if agrees; and
- Forwarded to the senior manager of investigation, if agrees.

203. It goes to someone else and results in a Hearing in front of registrar, who is delegated by Director of FTA.

204. Tab B - application put into system, goes in the application report with attached chronology and evidence.

205. One signature only of Senior manager of Investigation, not the manager of investigation who's only job is to forward to it to Senior manager.

206. Moving forward is determined by content and outcome of recommendation based on a review of all aspects of investigation.

207. Jackson's recommendation was for an undertaking, not an administrative penalty.

208. And compensation owed to Josol of $652.60 to be paid.

209. The cost of investigation is unknown, it is with registrar and her summation, and not provided until review to respondent relevant to the AMVIC request cost recovery of investigation.

210. Jackson's recommendation was an undertaking, not an administrative penalty.

211. His opinion was based on the history of company, all relevant information found, and there was cooperation of company.

212. Matters that required attention were:

- Accurate information relevant to their records to outside parties in their records.
- Improve Accurate information provided to dealer track for financing
- Do not offer any advice to consumer as to how to get out of lease regarding vehicles not taken on trade
- Follow-up inspection to ensure undertaking was being acted on and conforming to legislation i.e. compensation to complainant;

- Cost owed to the complainant
- Cost of investigation in event it was recoverable (Page 15 of B, R2 April 28th, 2017).

213. Investigation Chronology is set out in R2 B 16 to 21, dated April 27th, 2017.

- P. 16 contains an executive chronology summary 2; and
- P. 17 to 21 has a more detailed chronology of all events.

214. January 3rd, 2017 - Jackson received file, spoke to Compliance officer, Ross Lester, he advised Chevy did not show up on his Credit Bureau and TCL won't let him out of lease. He has insured and registered the Chevy. He sent email to complainant, Josol.

215. He spoke to Anne of TCL who advised there was lease violation with complainants Dodge lease entered into June 16, 2015, a 60-month term on a Dodge caravan. She also advised that Josol J was in a consumer proposal.

She provided:

- Tab B3 – the email from Anna at TCL to Shaun with payout statement on the Dodge as requested by Express Auto showing balance remaining of $23,123,65

- Tab 4 Shaun's phone request for a buyout on Dodge to TCL, the email and payout details sent by TCL to Express Auto, Shaun on November 22nd. 2016

216. Jackson had an audio interview with Josol on Jan 4, 2017. He summarizes: Josol is in a consumer proposal, he has had the Dodge for over a year, Nov 16, Bryce at Express Auto told him he had a good deal.

217. Jackson reads Josol's statement:

> "JJ was hoping to get a new car, possibly with a trade in. He signed the contract and Bryce erased trade-in in front of him and said no trade-in was going to happen Josol should talk to Shaun who told him to call TCL to pick up the van. Josol did not request a buy-out quote for the van. He was about to sign the release papers and Express Auto said they would clean up the car; they put in a remote starter. Express Auto said to ignore the interest rate; it would change. Josol believes that Express Auto knew he was in a consumer proposal. He didn't tell them he had been leasing the van for a month. Bryce removed the trade-in. on the contract. Shaun

told Josol to call TCL to pick up the van. Josol was depending on what they told him; he told them he couldn't afford 2 cars. 3 days after he made the deal; he was advised to open up a new account and stop payment on the Dodge on the day he bought the Chevy. He drove the Chevy 2 weeks and made one payment on it. He said he made mistake, lack of knowledge."

218. Tab 2 of tab B has additional documents provided by Express Auto that were not provided in their original response. He received these documents in the presence of Mr. Humber, in his office. They are pages 29 to 39. They show Shaun requesting cheque for Josol to cover the first two payments on Chevy, document 32, a bill of sale dated November 19th, 2016 (the same date as bill of sale page 74 for same vehicle).

219. P. 34 is a document provided by Shaun Naugler, finance Manager of Express, providing his notes of the situation as of January 4th. Also, included is the Equifax report he provided showing no balance owing on the dodge on November 18th, 2016.

220. Just two days later, Shaun, on November 21st sought a buyout statement on the Dodge and received it the same day. The consumer proposal was entered into one month after the Dodge was purchased. Shaun states Trustee said they would absorb the amount owing on the van into the proposal.

221. Joseph provided his trustee information. Express Auto contacted TCL and says they did not tell Josol to stop payment or switch banks. He then spoke to Smith, Cageorge, Bailey, SCB, representatives of Josols' consumer proposal. He does not have to tell anyone of the consumer proposal. She has not had contact with him since December 2015. SCB called 4 Pillars-Co. that put proposal together. She will check to see if there were any calls at that time.

222. Jackson spoke to Shaun and confirmed deal on November 19th, 2016.

223. He tried to determine who at Express Auto spoke to trustee and gave advice to roll van debt into the proposal to prove truthfulness.

224. P. 19, Jan 27, Jackson spoke to Candice Martinez, assistant from SCB. She is authorized to give information to a select few. She verified the Express Auto call. She gave basic information regarding a consumer proposal and claimed she would never roll a debt of the van into a consumer proposal; she then provided a written statement of her interaction (See tab 11 last paragraph).

225. However, she said she can't stop a consumer from entering into another loan. That's not their function or role.

- Tab B-11-last paragraph is her written statement to this effect.
- Tab B5, p. 46 is her Call history
- At p. 48, SCB Express 403-259-0192, Candice's extension 175, shows she received the call November 18th, 2016.

226. These calls were to determine if someone had called to confirm Josol's consumer proposal in order to confirm truthfulness of information given to him.

227. At p. 50 - there is a copy of consumer proposal provided by SCB.

228. At p. 54 the summary shows that Josol has a monthly surplus/deficit in his family unit of $10.07.

229. After Jackson spoke to Candice it informed his opinion. It confirmed Shaun's note that he did speak to them and confirmed there was a difference between what he says he was told by an unknown person and Candice's statement.

230. Between Jan 4 and 27, p. 18:

- After speaking to Shaun, he called Josol on 1/8/17. Josol never got name of Trustee who stated he was never a part of the conversation at the dealership.
- Jan 11-advised Trustee that people had no knowledge of call because he had called 4 Pillars instead. And 4 Pillars have nothing to do with Candice.
- Josol only told Bryce the trustee company name.

231. Bryce and Josh, finance manager, both involved in talking at some stage with Josol no longer work at Express Auto. Bryce is at a different dealership. Jackson was never able to talk to Josh.

232. Bryce did call back the trustee Friday and Saturday but both 4 Pillars and SCB were not open.

233. Shaun dealt with the trustee and told Bryce to go ahead with deal.

234. The transaction happened during Xmas party- for Express Auto. People could not believe it could go ahead.

235. 1/30 - TCL- Jackson spoke to Ann K. and confirmed details of request by Express for a buyout statement.

236. This Equifax report was ordered by Shaun. Equifax - P. 35 Shows the Crux in transaction was the Equifax errors i.e. show no debt on van, only leasing detail.

237. P. 37, shows TCL $33,000, as 2015 amount owing, but. $0 balance due was circled. This document came from dealership.

238. Jan 31 - Jackson contacted TCL, and spoke to Isabelle of collections:

- Express Auto said they had no trade-in vehicle and they were not aware of the reverse equity, which would be generated from the vehicle he was leasing. She noted the insurance on the Chevy was cancelled Jan 12, 2017 and she does not know about the funding. She was in the process of having the vehicle removed from the dealership.
- Express Auto had the car at their location.
- TCL Ann prepared buyout quote for Dodge and provided it via e-mail on November 21st.
- Tab 4, p. 43-msg left by Shaun who noted Josol's payout. Ann's evidence that Shaun called on November 18 and requested buyout.
- Tab 3, p. 42 buyout quote on van

Break

- Tab B p. 19, Jan 31-Ms Martinez assistant at SCB who spoke to Express.

239. February 1, Jackson spoke to Mr. Stotschek about TCL repossessing car. Jackson said this limits opportunity to try any ADR. Mr. Stotschek said car had been picked up.

240. Discussed possible violations of s. 6 of FTA known or ought to have known.

241. Mr. Stotschek was to provide written response with dealings with TCL and Josol at an unknown date. Jackson was not sure when because of the audio video interview afterwards.

- B12 - only initial response from Mr. Stotschek (page 89).
- Jackson (reading his summary of conversation) TCL Jordan Gautier.
- Tab B9-response from Jordan Gautier is the same as the summary plus an incurred loss of $27,000.

242. February 7 - Jackson had an audio video interview with Mr. Stotschek at AMVIC - 70 mins.

243. Jackson's Summary of Stotschek:

- Dealership does not decide whether a person qualifies for financing; it is not a financial institution;
- Dealership cannot be held accountable for their decision to finance the deal; and
- The law about "knowing or not knowing" should be changed as the decision is not ours.

244. February 10-he received signed statement from Jordan Gautier.

245. March 22-he reviewed a statement from Bryce and noted wrong dates; left a message to call him.

246. March 23 – He met with Bryce, summary:

- Josol mentioned Consumer proposal;
- Gave contact to Shaun information for Consumer proposal;
- Worksheet is Shaun's writing (page 32);
- Remote car starter Bryce's writing (page 31);
- Van supposed to be on deal, no thanks;
- Shaun said he talked to consumer proposal lady and she said she would take it into proposal. Bryce thought this strange. Pre-approval in place;
- Witnessed Shaun call for lease pay-out, and
- Surrendered vehicle to TCL.

247. This confirms he knew about van, consumer proposal and the call about the pay-out, being in new office.

248. Jackson requested a written statement from Bryce but did not receive it despite being told one was coming.

249. He called Josol for statement about financial losses from this transaction. He needed more time and eventually Josol sent it to him. - $652 .62 loss.

250. Mr. Stotschek provided the Dealer Track information, that is companies that approved or did not approve finance - 5 of 6 finance companies did approve.

251. Dealer Track is system the auto industry uses to put consumers to several financial institutions that they know, to see if they are willing to write up a loan.

252. B6 - no back page that had notes-.6 diff finance Cos looked at the deal , not all approved. This is a dealer track document. No back page to it. A better copy of the page can be found at R4.

253. It is an Important document. The information verifies the information entered into Dealer track document provided by Express and responded to on behalf of Josol.

254. DMS initials - Josol, Nov 22, 2016 by Shaun, shows date-time modified; Jackson doesn't believe that date is initial date.

255. It shows that at least TCL approved financing.

256. Explains original doc; out of 6, who responded to doc, 5 have appeared to have approved.

257. New R4 - p. 2 of 55 in R2 - Loss calculation based on these docs.

258. Jackson's recommendations can be found on page 15/16:

- Undertaking with 6 conditions;
- Follow-up inspection in 6 months;
- Based on paperwork, salesmen and finance mangers recollection of events were unclear; and
- Dealership is responsible to keep accurate records.

259. He recommended review to confirm compliance in every aspect.

260. Admin review in 7/17 - Undertaking not agreed to, no idea what happened.

261. Express Auto would not accept the undertaking.

262. Express is subject to inspection. AMVIC inspectors contact investigators if there is an open investigation.

263. Inspectors' job is to visit dealerships and check auto recordkeeping to ensure licensed businesses are following legislation e.g., advertising is following CPA. This group enforces undertaking

264. Jackson cannot and did not direct inspections; only the Manager of inspections and staff directs as they see fit. D04 - inspection document, May 2017provided by Express Auto.

265. Inspector Checks with investigator in order to not interfere with ongoing investigation.

266. Investigation occurred with no major issues; does not surprise Jackson - he has no opinion.

267. Jackson spoke to number of people and did not Charter caution people, because he was not conducting a criminal investigation; he did not feel there were reasonable and probable grounds. Otherwise, if he did, if taking statement, he would caution.

268. There was no recommendation for action against any individual.

269. He read Cuff report which is an industry audit done on AMVIC. It refers to training. He read it to prepare for interview, re what a senior manager is responsible for.

270. No one directed him ever in his investigation, including Brenda Chomey and including the registrar.

271. Express Auto, their GM and compliance officer were fully cooperative and put up no roadblocks.

272. He and Mr. Stotschek ended up with differing opinions.

UNDER CROSS EXAM BY MR. STOTSCHEK

273. He Recaps Jackson's background; and suggests AMVIC world is very different from police world, Jackson agrees.

274. He says the outcome was Josol could not afford two vehicles. He points out that Smith Cageorge, Bailey in correspondence from Kandice Martinez, the trustee provided copy of 4 Pillars document showing that there was a $10 monthly surplus. See page 88 and page 54)

275. S. 2 B2, p. 35 - Jackson explains he does not know how this is calculated or who gets to see this, P. 54. Stotschek suggests that the lender gives financing, NOT Express and that Equifax refers to consumer proposals.

Panel intervenes to warn of irrelevant questioning.

276. No real response noted.

277. Stotschek then reads - AMVIC policy D02, P. 20

278. 2.1.11 - reads AMVIC Service policy from website, when investigator believes a matter may likely result in administrative review or laying of charges, officer may obtain a caution or written statement, where reasonable to do in circumstances.

279. Jackson points out there are many other options besides criminal prosecution as above-mentioned e.g. verbal, written warning and administrative review.

280. He points out the FTA/CPA, authorizes investigation under section 145. No license search was done, but documents already in system were provided.

Panel stops Mr. Stotschek 's cross mainly on two grounds. He was giving evidence himself, not cross-examining, and his comments and questions were irrelevant. This is a new trial; with a new decision in front of a new Panel.

UNDER REDIRECT FROM MS HALE

281. The Equifax report indicated Consumer proposal, s. 2, p. 39 under dispositions proposals and bankruptcies -Equifax report provided by dealer? Yes

ORAL CLOSING STATEMENTS

FOR AMVIC BY MS. HALE

282. She wants to touch on her written overview. Exhibit R3 and speak to legislation.

283. The purpose we are here today is why AMVIC exists, why the auto industry is regulated.

284. New name Consumer Protection Act indicates the purpose of the statute more clearly, to protect unsuspecting consumers from potentially adverse effects of unconscientious suppliers of goods and services.

285. We can all agree that Josol had very poor judgement in executing the contract she wants.

286. But he is the classic vulnerable population that the legislation is targeted to protect

287. Three provisions of the Act under Unfair practices have been engaged:

S. 6(3) - unfair practice that supplier knew or ought to have known;

S. 6(4)(a) - which says that anything to mislead consumer here, with the characterization of the deal and how Josol could or should deal with the financing of Dodge; and

S. 6(4)(b) - opinion was relied on,

288. Here clearly Josol relied on the dealership

289. Finally, the imposition of an administrative penalty.

290. There is authority for an administrative penalty

291. The Vicarious Liability section also applies

292. Here, we have regulatory action against a licensed business that is both responsible and accountable, that is Express Auto.

293. Auto is not the most regulated industry, but it still is fairly regulated by several different regulations under the Fair Trading Act. The regulations clarify the Common Law and cases decided under it.

294. You decide on the balance of probabilities, i.e. you don't have to conclude all employees knew or ought to have known.

295. Only look at evidence, make a reasonable assessment. Bring your common sense as members of the public to weigh in on the evidence before you.

296. She reminds we have evidence of the following:

Shaun:

- Knew Josol was in another lease;
- He called about and got the buy-out information;
- His name is in Dealer Track;
- He had Equifax report - p. 39 and knew it was wrong;
- Whether it was fraudulent, is up to TCL; and
- He knew $26,000 was owing on van.

B2- Bryce:

- Admits he didn't know how Josol got funded;
- Signed the bill of sale; and
- Knew Josol was in consumer proposal.

297. Both Shaun and Bryce knew or ought to have known Josol could not afford two vehicles. They knew he wanted a less expensive vehicle.

298. S 6-3, 6-4 are not about whether Express should have financed

299. No doubt Express could not finance vehicle but sold it anyway; that is the reason for this hearing.

300. Let us look at the motivation of Josol. He had nothing to gain, he has moved on.

> See Tab B11 - Smith Baily report - nothing to gain or lose in the transaction, hearing and proceedings.

301. It was not evidenced that Sean was an actual rogue employee. Nevertheless, it doesn't matter. Express Auto is responsible for their employees and their actions. Express and any licensed place must have controls in place as safety checks, so employees are not held responsible. Shaun is still working at Express Auto.

302. At end, Josol wanted to unwind that contract according to the FTA; it was not done. This is indicative of a larger problem, not a just one rogue employee.

303. Penalty outstanding:

- New trial is not to uphold/quash Registrar's decision but to authorize the imposing of the appropriate penalty; and

- According to AMVIC, $5000 registrar's penalty is reasonable.

Based on:

1-intentional nature of conduct, aimed at legislative intent,
2-continuum allows for $100,000 penalty.

304. Facts warrant significant penalty to act as a deterrent.

305. Cases attached tabs 3 & 4-look at *Zane*, fine $14,000. No case with analogous facts. There were more instances, but conduct was not as worthy of sanction as here today.

306. *Davis GMC Buick Dealerships* were in Hat and Lethbridge; they got $9000 administrative penalties. (*reads tabs*)

307. Conduct, outcome and harm here is more severe. She thought fine should be higher, but Josol satisfied to uphold registrar's penalty.

308. She suggests that AMVIC's position is that $5000 very reasonable in context.

FOR EXPRESS AUTO BY MR. STOTSCHEK

309. ADR attempted by Express Auto, the first avenue they wanted to take

310. Maintains Express has a good background that it is willing to work with customer.

311. Consumer proposal does not mean you can't enter into new financing.

312. He suggests Josol was confused and distraught.

313. Panel advises him to deal only with the evidence and not to give evidence

314. Josol was under impression it was an automatic trade-in despite bill of sale and worksheets that do not show van anywhere.

315. Express has implemented certain training and put pieces into play to deal with these incidents.

316. Josol wanted to build up his credit and remove wife as co-signer; Express got him into a unit. 5/6 applications approved Josol's finance application. Why 6th not approved, evidence not produced.

317. Shaun is the only salesman that still remains; Bryce and Josh are gone. Suggests that with lack of training some people didn't know what they were looking at including Shaun, despite some due diligence.

318. Josol assumed van trade-in was included, despite not appearing on paper.

319. Admin penalty precedents were where both companies were given warnings/opportunities to correct behavior detrimental to consumer

320. Express wants to come forward and issue statement of regret; they saw it and now know how to deal with it.

321. Express has cheque for $600 and claims intention to pay him now; earlier payment would have been an admission of guilt.

322. Express complied with recent inspection which gave it a pass.

323. Finance managers-receive no outside training; only as good as who is already there.

324. Panel must look at why 5 of 6 would make that decision with the credit report.

325. Express Auto stopped offence immediately when AMVIC investigated.

326. Statement of regret issued at hearing, re-calculation and redirection to prevent reoccurrence was ultimate goal.

327. He suggests $5000 is high amount. Punitive action is warranted for regulated companies that did not take action. According to the progressive enforcement model, lesser penalties were available.

328. Once issue was identified by both AMVIC & Express, things were immediately implemented. Inspection on May 3 indicates Express is on correct path and will continue to be so. Express has a Compliance officer and, internal audits are done to ensure against negligence of a transient population of employees. Here two individuals left. While there is money to be made, the consumer must be treated fairly first and foremost.

329. Express reached out to Josol. At this point he didn't want to talk to anyone.

330. Statement of regret issued twice at hearing, but not in evidence?

Rebuttal by Ms. Hale

Ms. Hale

- Mr. Stotschek made assertions on Shaun's behalf, unfortunately Shaun is not here.
- Josol has not received the cheque.
- 5/6 approved only because Equifax report was wrong, said $0 owing.
- Mr. Stotschek didn't acknowledge that Express declined an undertaking, which was lower on the enforcement model.

Response by Mr. Stotschek

- Wants to discard Ms. Hale's Equifax comment, because it was a guess.
- He states that Express did not agree to the undertaking because he maintains it was not adjusted where it could have been.
- Decision is due 45 days from when this hearing ends as long as no further documents are produced. Therefore, the due date is **June 25, 2018.**

DECISION OF THE APPEAL

The Panel CONFIRMS the Decision of the Director of Fair Trading (as delegated) dated October 18th, 2018 pursuant to section 179 of the FTA in finding Express Auto breached sections 6(3)(b), 6(4)(a) and 6(4)(b).

The Panel CONFIRMS the imposition of the administrative penalty of $5000.
As a result, the balance of the administrative penalty is due to be paid immediately and the Panel orders the Appellant to pay Mr. Josol the amount of $652.62 which it owes him.

FINDINGS OF FACT

331. Steven Humber is registered at AMVIC as the licensee and business operator of 1879745 Alberts Ltd, which operates as Express Auto Sales Calgary (the Appellant).

332. Steven Humber signed the Appeal notice together with his agent/representative, Ralph Stotschek.

333. Stotschek acting as compliance officer for Landsperg, 50% owner of Express was personally involved in the investigation of Josol's complaint.

334. Stotschek in and around early 2017 provided his own version of the facts and motivation for the complaint by Josol (page 89) to Jackson and represented Express and Landsperg in the administrative review of July 2017. He examined and was examined by various parties.

335. Prior to that Stotschek had worked as an investigator for AMVIC in Calgary. He is a retired police officer.

336. This involvement of Stotschek led to a Decision of the Panel to allow Mr. Stotschek to act as agent representing the Appellant at the appeal hearing, subject to conditions which Mr. Stotschek accepted in writing.

337. The Panel rejects Stotschek's factually unsupported interpretation of events (page 89) surrounding the sale of the Malibu to Josol at Express Auto.

338. In the absence of any contrary oral evidence from Express at the hearing, the Panel accepts the evidence of Mr. Josol and the findings of Mr. Jackson.

339. Where Stotschek purports to assign motives to TCL and Josol for complaining to AMVIC, the Panel dismisses them and relies on the oral evidence of Josol and written evidence of TCL (at page 87).

340. Stotschek did not attempt to cross examine Josol on his alleged motivation for bringing a complaint.

341. Shaun Naugler, Bryce, Josh and Steven Humber all worked at Express Auto in 2016.

342. Express Auto is vicariously liable for their conduct.

343. Mr. Josol relied on all of them directly at different times in his 2016 dealings with Express Auto.

344. Shaun Naugler is still employed at Express Auto.

345. The complaint of Josol was against Express Auto and Steven Humber. Express Auto however provided no oral evidence at the Hearing to contradict the evidence of Josol or Jackson. Yet Mr. Humber was in attendance throughout the hearing.

346. The Panel accepts the fact finding of Mr. Jackson in his carefully presented report and his time line of events with supporting documents, all found in Exhibit R2. and as set out in his oral evidence.

347. The Panel accepts the evidence of Josol surrounding his dealings in 2016 with Express Auto and its employees and his dealings with Anne Kolodynsky, sales manager and lease administrator of TCL Corp. (see page 87).

348. Mr. Josol, the complainant is an older gentleman, who came from the Philippines to Canada in 2009.

349. English is not his first language. He is mainly employed in cleaning jobs.

350. In 2016 prior to his involvement with Express Auto, Josol had entered into a Consumer proposal to consolidate his debt. He had a trustee. His only asset listed was his Leased Dodge caravan. He and his wife were consigners on its lease with TCL.

351. His consumer proposal showed just over $10 as the disposable family income at the end of each month. For Josol (pages 46 to 54).

352. The administrator of his consumer proposal was Kandice Martinez of Smith Cageorge Bailey Inc. (see January 30th, 2017 report provided to Jackson, page 88).

353. Josol had no day to day correspondence or contact with his consumer proposal company.

354. In November 2016 Mr. Josol wanted to trade in his leased Dodge Caravan for a vehicle with better gas mileage and lower monthly payments.

355. He also wanted to obtain a lease without his wife co-signing so that he could develop his own credit

356. He never wanted to own two cars because he could hardly afford to pay for one, as shown by his consumer proposal. consumer proposal.

357. Josol had not traded in a vehicle before November 2016

358. His whole dealings with Express Auto occurred between November 16th, 2017, his first visit, and November 22nd when the sale to him of a Chevy Malibu was finalized.

359. Following that date, he spent two more weeks involved with Express Auto trying to extricate himself from the mess of finding himself the owner of two cars with two car lease payments due.

360. His relationship with Express started from an online form.

361. Josol had gone online on Canada Drives sometime before November 16th and submitted an online credit application.

362. He had provided all his personal information online, including his SIN number, name, address and phone number.

363. The form asked if he had a car he wanted to trade in and he marked yes, referring to his Dodge caravan.

364. About a week later Express Auto contacted him by phone through Canada Drives and invited him in to the Dealership. They said they had a deal for him and could help him. He is not sure of the name of the person who phoned.

365. He does not know which of the employees he spoke to on that day.

366. Mr. Josol had not heard of Express Auto before the phone call.

367. Josol relied upon Express Auto and what the employees told him.

368. Express Auto seeks out clients for used cars on Canada Drives.

Express Auto knew a great deal about Josol before he came into the dealership. They knew enough to have some paperwork prepared for the sale of a Malibu Chevy car to him.

369. At their invitation Josol came into Express Auto on November 16th, 2016 and started to negotiate with Bryce, one of the salesman, to trade in his Dodge Caravan. He test drove a 2015 Chevy Malibu for which paperwork was already prepared.

370. Josol drove his Dodge to Express Auto.

371. Josol told them he wanted cheaper payments and better fuel mileage. He told them he wanted to trade in his Dodge

372. Josol told them from the beginning that he was in a consumer proposal to coordinate his debts. He gave them the phone number and name of his trustee for the proposal.

373. They already knew that he had a lease on his Dodge.

374. He found they already knew about the proposal.

375. The payments on the Malibu would be less.

376. Josol said he wanted a trade in.

377. He left his Dodge at Express Auto and drove away in the Malibu.

378. On November 18th an unidentified person from Express Auto, most likely Shaun Naugler (See page 34) contacted the trustee of Josol and the trustee, Smith Cageorge Bailey, provided basic information in relation to Josol's financial position and the proposal (See B tab 12 page 88).

379. Shaun stated in a note written January 7th as his response to the investigation that the person he spoke to at the trustees said the outstanding amount of the debt on the Dodge could be rolled into the proposal (see pages 34 and 88).

380. The trustee contradicted this on January 30 (see page 88) that she never made such a statement but in fact stated the reverse. She said she received the call on November 18th.

381. The Panel accepts the trustees' version of events as provided by Kandice Martinez in her January 30th note to Mr. Jackson (page 88).

382. On November 18 Shaun ordered an Equifax report on Mr. Josol that wrongly showed 0 balance due on the Dodge. Express Auto knew that was wrong. The report also showed a $33,000 initial value in 2015 which could not have been paid down by 2016 to zero.

383. On November 19 Shaun left a phone message with Anne at TCL, the leasing company for the Dodge, and asked for a buyout quote on the Dodge (see page 43).

384. She provided it on November 21st to Shaun Naugler by email (see page 40 to 42).

385. The amount outstanding on the buyout report was $23,123.55.

386. Shaun and Bryce knew from the beginning that Josol had another leased car. They knew he was in a consumer proposal. They knew from his Canada drives information that he wanted a trade in.

387. Josol never asked for a buy out statement from TCL.

388. Express Auto knew by November 18th at least, that Josol could not make payments on two cars or certainly they ought to have known that from the information they had collected on him.

389. Josol signed the contract at Express Auto on November 19th for the Malibu. The contract was drawn up by Bryce. After Josol signed it Bryce crossed out the trade in part on the contract out and said there will be no trade in and that he could be approved without a trade in. They could get financing. (See) pages 32 and 74.

390. There are two bills of sale dated November 19th, 2016. Josol says it is not his signature on page 32 but it has his signature on page 74.

391. The bill of sale at page 74 comes from TCL, the finance company for the sale of the Malibu.

392. The bill of sale at page 22 comes from documents provided by Express Auto.

393. Mr. Stotschek cross examined Josol on the signature issue and suggested he did sign page 32. Josol said he may have but he did not think so.

394. In her direct, Ms. Hale had showed Josol his signature on page 22 in the TCL documents, and he confirmed that was his signature, the same as on page 74.

395. Certainly, the Panel finds Josol signed the bill of sale on page 74. Josol specifically remembers the bill of sale on page 32, because he remembers Bryce crossing out the trade in part.

396. The contract signing occurred on the day of the Xmas party at Express Auto.

397. Throughout his dealings with Shaun, Bryce, Josh or Mr. Humber, Josol totally depended upon them for their advice.

398. Bryce told him, once you signed you are stuck with the car.

399. Bryce told Josol they could get financing for the car for him. They would help him.

400. Shaun had passed the deal on to six possible finance companies the request to finance the Malibu, through Deal Tracker.

401. Shaun provided the Equifax report with the clear mistake showing a zero-balance due on the Dodge (page 55).

402. CLT accepted to finance and the deal closed on November 22nd.

403. Express Auto did not advise CLT that Josol still had outstanding obligations under the TCL lease.

404. Express Auto knew that the Equifax report was not true. They had asked for a buyout statement. November 18th

405. Jaudin Gauthier of TCL with whom Express Auto had said they could finance the Malibu for Josol told Jackson that he would not have issued a loan to Josol knowing that he had current alternate financing with another institution (see page 86).

406. Express Auto knew or should have known CTL would not finance if they had the correct information when going through dealer track to obtain financing for Josol on the Malibu.

407. Express Auto had the correct information.

408. Shaun Nuagler's name is on the Dealer track report that identified CTL as a possible financier of the Malibu.

409. Shaun knew that Josol was making payments on the Dodge. He had ordered a buyout report showing $23,000 still owing.

410. Shaun had ordered the Equifax which he knew was wrong and provided the document showing zero balance owing, to CLT.

411. Josol was not involved in any of that.

412. Before completing the deal, Express Auto had a great deal of information on Josol, largely collected by Shaun.

413. The deal closed on the November 22nd, 2016. Bryce was the closing salesman.

414. Josol believed they would manage to finance the sale, when they would not take his car for a trade in.

415. Josol said to them I cannot afford payments on two cars.

416. Josol asked Bryce what he should do. Josol still thought they were helping hm.

417. Bryce said talk to Shaun, he will tell you.

418. Shaun told Josol the Malibu was his car and to tell TCL that the Dodge was at Express Auto, come and pick it up, stop the payments, close the bank account and open another one to pay the Malibu payments from.

419. On completing the deal, Express Auto gave Josol a cheque for 482.20 for first two biweekly payments (page 29).

420. Josol drove the Malibu for two weeks.

421. He left his Dodge at Express Auto.

422. Mr. Josol remained worried about his Dodge Van. He was very bothered. He felt very uncomfortable about the whole thing.

423. He spoke to Mr. Humber who said you are stuck with the deal. The Malibu is your car.

424. By December 6th Josol kept getting calls from TCL about payments on his Dodge.

425. The financing of the Malibu fell through when CTL found out about the debt still owing on the Dodge and refused to fund the deal.

426. Shaun Naugler remains an employee of Express. He knew or ought to have known that the Equifax report provided to CTL was wrong.

427. The information provided by Anne Kolodynsky's of TCL to Shaun on November 21st contradicted the Equifax report obtained by Express Auto.

428. On Dealer Track, Shaun identifies five companies willing to finance Josol's Malibu purchase. (see page 55). TCL says they will finance it.

429. CTL had an Equifax report from Express Auto that was wrong and no information that payments were still owed on the Dodge.

430. Express Auto entered into a sales contract for the 2015 Chevy Malibu on November 22th, 2017 when they knew or ought to have known that. Josol could not pay.

431. CTL relies on the dealer to input client information and in this case, CTL relied on the Equifax Report showing $0.00 balance on the Dodge Caravan.

432. Express Auto knew that Mr. Josol was in a consumer proposal and that at least $23,000 remained owing on his dodge.

433. When the financing fell through on the Malibu, Josol was left with a car Express Auto said he owned and that they would not take as a trade in.

434. By December 6th TCL contacted Josol and asked about his nonpayment. and asked what was happening. Josol had followed Shaun's advice and stopped payment on the dodge.

435. Anne Kolodynski also called Shaun who had asked for payout statement on November 18th, 2017.

436. Shaun advised her then that TCL had not financed Josol.

437. Anne talked to Josol and phoned Express Auto again. Anne spoke to Josh at express Auto. She found him to be very glib (page 87).

438. Josol was frightened of a repossession. He was very bothered. He thought It could impact his consumer proposal.

439. Anne then advised Josol to return the Malibu within the window of time of two weeks and to return the keys to Express Auto, which he did, on December 7th leaving the uncashed cheque for the first two payments and the keys with Josh.

440. Josh was angry with him and said it is your car. He did not want to accept it back.

441. On January 27th, 2017 CTL repossessed the Malibu from Express Auto.

442. In February CTL financing company advised that they would not have financed the car knowing that there was another lease with payments still owing by Josol.

443. CTL had not been provided with the other information about Josol's ongoing payments with TCL (page 86).

444. The trustee on January 30 advised AMVIC they would never have agreed to absorbing the TCL payments into the proposal (page 88).

445. This is in contradiction to the statement of Shaun (see page 34) in which he stated that when he spoke to the trustee that the "amount owing" could be absorbed into the proposal (page 34).

446. The trustee is believed not Express Auto.

447. Repossession was the very thing Josol wanted to avoid.

448. Josol found that Anne at TCL was calm and an easy person to deal with. He asked her what he should do.

449. Anne in December advised Josol about AMVIC and suggested he could file a complaint, which he did (C page 90).

450. The Panel rejects Stotschek's theory in his note at tab 2 provided to Jackson in the investigation in which he says that Anne at TCL was acting as a jealous rival financing company trying to influence Josol away from Express Auto.

451. Mr. Josol was not cross examined on this theory by Mr. Stotschek.

452. The Panel accepts the evidence of Josol that he found Anne an easy person to talk to and, that he asked her for help, and that she told him about AMVIC.

453. He was very bothered by everything by December.

454. In his complaint Josol explains how he felt misinformed and cheated, particularly when he was told about no trade in after he signed the contract (page 90)

455. The Panel accepts Jackson's thorough report and findings of fact as set out in his report on pages 15 to 21 (R2).

456. It also accepts his description and explanation of the investigation process of AMVIC.

457. Jackson finds that Josol is still owed $652.62 incurred by him as a result of the transaction with Express Auto.

458. That figure is made up of one month's insurance for the Malibu, a biweekly payment and an NSF fee.

459. Josol has not yet received the money, although at the hearing, after. Josol left, Humber advised the Panel that he had a cheque ready to pay Mr. Josol and showed the cheque.

460. Exhibit A1 and Exhibit marked D4, provided by Express Auto provides an inspection report on Express Auto undertaken in May 2017.

461. It shows improvement in the running of Express Auto and no major concerns. It is a positive report. It gives Express Auto a pass.

462. Stotschek stated in his closing statements that "training has been implemented to put pieces in play to deal with these incidents at the Appellants."

463. He acknowledges that the salesmen did not know what they were doing including Shaun and suggests it was a lack of training.

464. Those comments are comforting and give some hope for the dealership, but they are not evidence. No witness gave those statements. Mr. Humber sat right there and said nothing.

465. Stotschek advised that Express Auto wants to issue a statement of regret and pay Josol the money owing to him. Mr. Humber did not confirm that as evidence.

466. Neither of those things happened at the hearing. No witness made those statements.

467. The Panel accepts them as an indication of the recognition that improvement were needed and that the handling of the event that led to this hearing and involved Josol was wrong.

REASONS FOR THE DECISION

468. Pursuant to Section 179(8) of the FTA the Appeal hearing that took place on June 27th, 2017 was a new trial of the issues before it.

469. In reaching its decision the Panel relied upon the oral evidence of Mr. Jackson and Mr. Josol, provided during the hearing on May 10th, 2018

470. The Appellant called no oral evidence.

471. In addition, the Panel relied upon the relevant documents (documentary disclosure) that were provided by AMVIC and Express on May 10th, 2018 in Exhibits R1, R2, R4 and AI.

472. The Statutory sections said to have been breached can be found in Part 2 of the FTA under the heading Unfair Practices for a supplier. Express Auto is a supplier.

473. The sections found to have been breached are as follows.

S6(3) It is an unfair practice for a supplier

(b) to enter into a consumer transaction if the supplier knows or ought to know that there is no reasonable probability that the consumer is able to pay the full price for the goods or services.

S6(4) Without limiting subsections (2) and (3) the following are unfair practices if they are directed at one or more potential consumers:

(a) A supplier doing or saying anything that might reasonably deceive or mislead a consumer; and

(b) A suppliers misleading statement of opinion if the consumer is likely to rely on that opinion to the consumers disadvantage.

474. The Panel finds clearly from the evidence that breaches of all three sections have been made out.

475. There is very clear evidence that Express Auto knew of Josol's intentions before coming to the dealership, what he had expected to happen and his confusion as a result when things did not happen that way.

476. There is a great deal of evidence during the deal, before the deal and after the deal that Josol continued to rely on Express Auto to tell him what he should do, when he found himself with no trade in and owning two cars with payments needed.

477. The response to his confusion by Express and the suggestions of action of its employees to Josol at all times were wrong, misleading and further added to the problems for Josol.

478. With the information collected by Express prior to the sale occurring, such as details on the buyout of the lease, the Equifax report, discussion with his consumer trustee there was no way that the supplier, Express in any reasonable circumstances could have ever considered that Josol would be able to pay for The Malibu.

479. The motivation of Express Auto in proceeding the way it did was the completion of a deal with a live consumer, Josol whom, they had asked to come in.

480. They misled him in getting him to sign the agreement before crossing out the part saying no trade in.

481. They knew he could not get financing if the details of the payments owed on his car were known to the new financier.

482. Josol never concealed any information from Express.

483. He relied on them to do the right thing, after the sale when he asked what he should do.

484. The suggestions given to him to cancel paying TCL, to change banks and to ask them to pick up his dodge were all wrong, misleading and harmful.

485. They also knew that Josol would accept their suggestions as he did, because they knew always that he was relying upon their professional opinion.

486. Josol was the ultimate vulnerable consumer for whom the Consumer Protection act exists.

487. Express Auto knew before the deal that he had no disposable income, that he was under s consumer proposal to keep his debts in order.

488. Express knew, when he came in that his reason for signing up on Canada Drives was to find another replacement car that would cost less and have better mileage per litre.

489. Express knew that he wanted a trade in.

490. Express knew that he knew nothing about how car trade ins work.

491. They just told him, no trade in, here is another cheaper car and that they could get it financed for him.

492. He relied on these statements.

493. They told him he could not get out of the deal once he had signed. He knew nothing about the two weeks to take the car back.

494. They tried to get him financing by not providing the truth to TCL.

495. They then told him to breach his agreement with TCL and to stick with them.

496. Express Auto breached every possible duty of honesty and professionalism in its dealings with Josol.

497. Finally, when TCL called him he found Anne at TCL who told him about returning the car to Express and told him about AMVIC and its role in consumer protection.

498. It is with a sigh of relief that her entrance into the saga is greeted.

499. The unhelpful Stotschek, however, suggests to Jackson in his note written to support Express Auto's conduct, some time in the new year 2017 that TCL (page 89) "coached the complainant in trying to back out of the deal".

500. Such an evidentiary flight of fancy on the facts found by the Panel deserves no comment.

501. Further he states that the trustee said that the vehicle could be returned to TCL "and the new amount could be absorbed into the new proposal if required. "

502. This was completely denied by the trustee.

503. Stotschek then accuses TCL of "orchestrating this whole scenario as another business" "who is unhappy that they lost a customer and has provided false information to the complainant."

504. Such unsupported comments and accusations as a response to the investigation of Jackson cannot be explained.

505. They remove any respect for whatever role Stotschek thinks he has at Express Auto.

506. Amazingly after such statements, he completely, when acting as a agent at the hearing, failed to cross examine Josol, to put this bizarre theory to him.

507. The Panel finds that the evidence produced at the hearing completely proves the breaches of the sections of Unfair Practice laid out above.

508. The need and drive to get a sale of any kind, out of a live consumer, seems the only very poor rationale, and not one that removes the wrongness of the actions.

509. That is of course why we have the Consumer Protection Act (formerly the FTA)

510. Everything they did worked to the detriment of Josol.

511. He ended up owning two cars with two lease payments when he could barely pay for one. Paying less for one had been his motivation when he signed up on Canada Drives

512. He had no knowledge of how a trade in worked but that is what he was hoping for.

513. Vicarious liability under the Statute has been proven.

514. At all times Josol was dependent on their advice and statements and Express Auto knew that.

515. The standard of proof required is one of balance of probabilities to justify a finding that could lead to an administrative penalty being imposed.

516. That standard has more than been reached and passed in the evidentiary facts we have found here.

517. Mr. Jackson was a careful and thorough witness who set out very clearly the process involved on this case and supported his findings.

518. His own background, career and thoughtfulness in his actions gave confidence to those that heard him.

519. Mr. Josol was very clear in his oral evidence and in his written complaint (see page 90). His evidence never changed.

520. The disclosure documents support this.

521. He is the very person that this legislation is meant to protect, an elderly immigrant man in Canada since 2009 who works mainly in manual jobs to support his family and whose first language is not English.

522. The statute has recently changed its name to the Consumer Protection Act (from the FTA.).

523. Mr. Josol was the very consumer who need protecting, as it turned out from various employees at Express Auto, for whose actions and conduct Express Auto was vicariously liable.

524. Express Auto employed salesman whose actions breached the FTA sections .

525. We find on the facts and the evidence that Express Auto did breach three sections of the FTA (now the Consumer Protection Act).

526. Fortunately, Mr. Josol was directed to AMVIC, by Anne of TCL, when he had no idea how to proceed. It provided him with an avenue of help.

527. The Panel finds Mr. Josol honest.

528. Anybody that dealt with Mr. Josol in Express Auto knew that he was vulnerable and ought to have known that their wrong conduct could harm him.

529. When things went wrong, and the financing failed for the Malibu, inevitably, they offered no help at all and only made matters worse with their suggestions.

530. He came out in a bigger mess than he had ever started. He owned two cars, when he could barely pay for one.

531. His disposable monthly income was $10.00.

532. It was the responsibility of the regulated dealer not to take advantage of him.

533. The sales staff misrepresented to Mr. Josol what was happening and changed the deal before his eyes after he had signed.

534. And then they pretended to hang on the law and say, it is your car, you signed, in other words, you are stuck.

535. Mr. Josol is still owed $652.62.00 from having to pay for two vehicles.

536. Express Auto knew that the Equifax report saying zero owed was wrong , particularly after receiving the buyout report, from TCL. They used the same document, wrongly to try and get another finance company TCL involved in the deal.

537. Of course, there was no statutory requirement for Express Auto to provide evidence at the hearing but it was certainly available to it ,and that opportunity was turned down.

538. But the written evidence and oral evidence provides a very clear, and uncontradicted evidentiary story.

539. The only supportive evidence for Express Auto as a regulated dealer came from Mr. Jackson for the Director during his evidence, when he described the positive findings of a dealer inspection by AMVIC in May 2017. He explained how well the dealer was operating at that time. This does not change the facts found in relation to Josol's complaint.

540. The Panel finds all alleged breaches proved.

541. With reference to the administrative penalty assessed pursuant to section 158, the Panel finds the comments of Ms. Hale and the cases provided of great assistance in enabling the Panel to conclude an administrative penalty was justified.

542. The panel finds the amount of $5000 somewhat on the low side, given the range available under the regulatory scheme and its findings of fact.

543. The Panel accepts the language of Patel v WG Housing Ltd. (City core Developments Ltd.) 2012 ABQB 34 that the legislative purpose of the FTA is found to be to "protect unsuspecting consumers from unconscientious suppliers of goods and services."

544. Also, in R v Gardner 2017 ABPC 11 art para 29 the court states that "the regulatory measures are generally directed to the prevention of future harm through the enforcement of minimum standards of conduct."

545. The panel further notes the following penalty in these circumstances:

- August 15th, 2017 administrative penalty of the Director in the amount of $14,000 levied against Zane Auto and $9,000 against Davis GMC Buick LTD.

546. There is here no compensation for Josol for the egregious conduct of Express Auto and the distress that he clearly experienced when his only problem was his vulnerability and need to rely on Express Auto.

547. The Panel can only wonder what might have happened if Mr. Josol had not managed to speak to Anne at TCL who was prepared to listen and direct him to the right source, AMVIC, for help.

Signed Dated June 12, 2018

Virginia May Chair

Allan Briggs Panel member

Lyle Berge. Panel member