



Motor
Vehicle Sales Authority
of British Columbia

Previously known as the Motor Dealer Council of British Columbia

**IN THE MATTER OF THE MOTOR DEALER ACT
AND THE BUSINESS PRACTICES AND CONSUMER PROTECTION ACT**

UNDERTAKING

(Section 154, Business Practices and Consumer Protection Act)

VSA Files: 12-70224

WHEREAS the undersigned Lucky Stars Motors Ltd. #30236, Ali Hadjikhazadeh #100135 and Amir Saïd Ghamary #100143 are each a "supplier" within the meaning of subsection 1(1) of the *Business Practices and Consumer Protection Act*;

AND WHEREAS the Registrar of Motor Dealers (the "Registrar") has reason to believe that the supplier is contravening is about to contravene or has contravened the *Business Practices and Consumer Protection Act* (BPCPA) or the regulations made thereunder, namely:

Section 5(1) BPCP: (Sections 4(1) and 4(3)(a)(i to viii) 4(3)(b)(i to ix) and/or 4(3)(c)(i to iii).

Specifically:

#1

On or about the 17th of December 2011 at or near Vancouver in the Province of British Columbia, Lucky Stars Motors Ltd. (Motor Dealer), Ali Hadjikhazadeh (Sales Person) and Amir Saïd Ghamary (Sales Person) did in relation to a consumer transaction contravene sections 4 and 5 of the *Business Practices and Consumer Protection Act* (BPCPA) by making an oral, written, visual, descriptive or other representation or conduct by the Supplier to a consumer that had the capability, tendency or effect of misleading Don and Monica Winch (the "Consumers") in the purchase of a 2004 BMW 530i VIN: WBANA73514BC64879 (the "Motor Vehicle") specifically the Suppliers: Sold the Consumers the Motor Vehicle and who subsequently found that the Motor Vehicle was unsafe. The suppliers advised the Consumers that the Motor Vehicle had been involved in a motor vehicle accident however failed to advise the Consumers that the damages to the Motor Vehicle had not been repaired properly to make the Motor Vehicle safe and that there was existing frame damage (cracked Frame). The Suppliers at the time of the sale misrepresented the condition of the Motor Vehicle by failing to disclose to the Consumers the damage to the Motor Vehicle and the Supplier ought to have known that the damage to the vehicle existed.

#2

On or about the 17th of December 2011 at or near Vancouver in the Province of British Columbia, Lucky Stars Motors Ltd. (Motor Dealer), Ali Hadjikhazadeh (Sales Person) and Amir Saied Ghamary (Sales Person) did in relation to a consumer transaction contravene sections 4 and 5 of the Business Practices and Consumer Protection Act (BPCPA) by making an oral, written, visual, descriptive or other representation or conduct by the Supplier to a consumer that had the capability, tendency or effect of misleading Don and Monica Wirch (the "Consumers") in the purchase of a 2004 BMW 530i VIN: WBANA73514BC64879 (the "Motor Vehicle") specifically the Suppliers: Sold the Consumers the Motor Vehicle and who subsequently found that the Motor Vehicle was unsafe. The suppliers advised the Consumers that the Motor Vehicle had been involved in a motor vehicle accident however failed to advise the Consumers that the damages to the Motor Vehicle had not been repaired properly to make the Motor Vehicle safe as the Air bag was not functional and the airbag warning light was on. The Suppliers at the time of the sale misrepresented the condition of the Motor Vehicle by failing to disclose to the Consumers the damage to the Motor Vehicle and the Supplier ought to have known that the damage to the Motor Vehicle existed and it did not meet the safety standards of the Motor Vehicle Act.

AND WHEREAS, Lucky Stars Motors Ltd. is desirous of resolving this matter without the need for any formal adjudication of the above allegations.

AND WHEREAS, Lucky Stars Motors Ltd. will resolve the consumer monetary complaint to the satisfaction of the consumers and the Registrar by making the consumer whole again.

AND WHEREAS, Lucky Stars Motors Ltd. has completed a system review of its operations and made procedural changes satisfactory to the Registrar.

NOW THEREFORE Lucky Stars Motors Ltd., Ali Hadjikhazadeh and Amir Saied Ghamary each undertakes:

- a) To comply with the *Business Practices and Consumer Protection Act* and the regulations made there under;
- b) To ensure all material facts are disclosed to consumers prior to purchase of any motor vehicle;
- c) To resolve the consumer monetary complaint to the satisfaction of the consumers and the Registrar by making the consumer whole again by reimbursing the consumer the purchase price of the vehicle (\$15,394.00) plus taxes (\$1,847.28) for a total of \$17,241.28.
- d) To resolve the consumer monetary complaint to the satisfaction of the consumers and the Registrar by reimbursing the consumer the cost of the inspection of the vehicle (\$187.50) plus taxes (\$22.50) for a total of \$210.00.

- e) To resolve the consumer monetary complaint to the satisfaction of the consumers and the Registrar by reimbursing the consumer the cost of the Alignment and diagnosis inspection of the vehicle (\$44.75) plus taxes (\$5.37) for a total of \$50.13.
- f) To inspect all vehicles offered for sale prior to sale at an independent Government Licensed Inspection Facility for a period of six months from the date of this undertaking and to maintain records of the inspections in the dealer file. (All used vehicles to be inspected prior to sale).

AND THEREFORE the undersigned:

- a) Lucky Stars Motors Ltd. undertakes to reimburse the Registrar a total of \$728.33 for inspection/investigation and legal costs relating to the subject matter of this Undertaking;
- b) Lucky Stars Motors Ltd. undertakes to pay an Administrative Penalty in the amount of \$3,000.00 in relation to the issue covered in this Undertaking;
- c) Ali Hadjikhazadeh undertakes to pay an Administrative Penalty of \$750.00; and
- d) Amir Saeid Ghamary undertakes to pay an Administrative Penalty of \$1,000.00.

THE UNDERSIGNED hereby acknowledges, represents and declares that he or she has read this Undertaking and has had a reasonable opportunity to obtain independent legal advice as to its terms.

THE UNDERSIGNED further hereby acknowledges that the availability of an undertaking to resolve any future similar allegations or contraventions may be unavailable; and that any similar allegations may be reviewed by the Registrar of Motor Dealers at a formal hearing to consider the allegations.

IN WITNESS WHEREOF the undersigned has set his hand:

Name: Lucky Stars Motors Ltd.

Signature:



Date: March 15, 2013

Amir Saïd Ghamary

Name: Amir Saïd Ghamary

Signature:

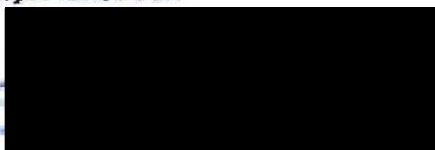


Date: March 15, 2013

Amir Saïd Ghamary

Name: Ali Hadjikhazadeh

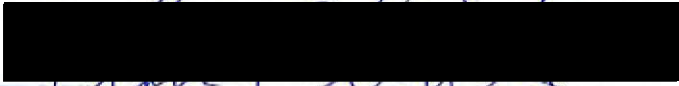
Signature:



Date: March 15, 2013

Ali Hadjikhazadeh

ACCEPTED by the Registrar of Motor Dealers of British Columbia this 15 day of March 2013


Ian Christman - Registrar of Motor Dealers