



Neutral Citation: 2018-BCRMD-022

IN THE MATTER OF THE *MOTOR DEALER ACT*, R.S.B.C. 1996, C. 316

MOTOR VEHICLE SALES AUTHORITY OF BRITISH COLUMBIA

Complainant

And

WILD GRIZZLY TRANSPORT LTD.
(Unlicensed)

Respondent

And

PASQUALE ZAMPIERI
(Unlicensed)

Respondent

And

JENNIFER AIKEN
(Unlicensed)

Respondent

DECISION OF THE REGISTRAR OF MOTOR DEALERS

By way of written submissions

Norm Felix, Manager of Compliance and Investigations,
for the Authority February 13, 2018 and April 9, 2018 (email)

Wild Grizzly Transport Ltd. March 13, 2018 and April 9, 2018 (email)

I. Introduction

[1] This review is to address allegations that Wild Grizzly Transport Ltd., Pasquale Zampieri and Jennifer Aiken are operating as motor dealers, while not registered to do so. The B.C. motor dealer industry term for an unlicensed motor dealer is a "curber." A further allegation is that Wild Grizzly Transport Ltd. is rolling

back odometers on some of the motor vehicles it has sold, while unregistered, and that some of the motor vehicles sold were potentially unsafe.

[2] Placed in evidence is the Affidavit and Investigation Report of Dan McGrath, a Compliance Officer with the Authority. Among that evidence are various documents showing Wild Grizzly Transport Ltd. purchasing motor vehicle from auctions, advertisements showing at least 23 motor vehicles advertised for sale, and a spread sheet summarizing 39 motor vehicles sold by Wild Grizzly Transport Ltd. to consumers, between April and October of 2017.

[3] This matter was brought to the attention of the Authority by West Vancouver Bylaw Services on August 1, 2017. West Vancouver Bylaw was reviewing business activity at an address in West Vancouver and believed that Wild Grizzly Transport Ltd. and Mr. Zampieri were operating an unlicensed business. Concurrently, I.C.B.C. was reviewing the sales of Wild Grizzly Transport Ltd. and determined the sales were to consumers. I.C.B.C. then advised the Authority of that fact. From this information, the Authority started an investigation to see if Wild Grizzly Transport Ltd. was operating as an unregistered motor dealer.

II. Position of the Parties

A. The Authority

[4] In letters dated February 13, 2018, Norm Felix, Manager of Compliance and Investigations, states that Wild Grizzly Transport Ltd., owned and operated by Pasquale Zampieri and Jennifer Aiken, and each of them individually, acted as motor dealers while unregistered, when between January 1, 2017 and December 31, 2017, they sold approximately 100 motor vehicles to consumers, and which were potentially unsafe and had their odometer readings altered.

B. Wild Grizzly Transport Ltd.

[5] Pasquale Zampieri responded on behalf of Wild Grizzly Transport Ltd. Mr. Zampieri does not deny the transactions took place as alleged. Mr. Zampieri admits that Wild Grizzly Transport Ltd. sold all the motor vehicles as alleged. Mr. Zampieri raises the following arguments:

- (a) Wild Grizzly Transport Ltd. is a corporation and therefore, the Motor Vehicle Sales Authority of B.C. has no jurisdiction over this case. Mr. Zampieri repeats several times in his written submissions that the Authority has no jurisdiction over corporations and says an Authority staff member, Consumer

Services Officer Godwin Tse, confirmed that the Authority has no jurisdiction over corporations.

- (b) The records show Wild Grizzly Transport Ltd. sold these vehicles and that the allegations against Pasquale Zampieri and Jennifer Aiken personally should be dismissed.
- (c) There was a breach of privacy in that an employee of the Insurance Corporation of B.C. provided Norm Felix, Manager of Compliance and Investigations, with an ICBC record, showing the monthly motor vehicle sales record of Wild Grizzly Transport Ltd.
- (d) Mr. Zampieri complains that Wild Grizzly Transport Ltd. has been harassed by the Authority.
- (e) Mr. Zampieri complains that the Authority is not taking action against ADESA Auto auction, because they do not sell motor vehicles in their name, which Mr. Zampieri says is curbing.

C. Pasquale Zampieri

[6] Pasquale Zampieri's submissions are subsumed in the above submission on behalf of Wild Grizzly Transport Ltd.

D. Jennifer Aiken

[7] Jennifer Aiken did not respond to the allegations. Ms. Aiken's response can be regarded as subsumed in the submissions for Wild Grizzly Transport Ltd.

III. The Law

A. Definition of a motor dealer – includes a corporation

[8] A motor dealer is defined in section 1(1) of the *Motor Dealer Act*, R.S.B.C. 1996, c. 316 ("MDA") as follows:

"motor dealer" means **a person** who, in the course of business,

- (a) engages in the sale, exchange or other **disposition** of a motor vehicle, whether for that person's own account or for the account of

another person, to another person for purposes that are primarily personal, family or household,

(b) holds himself, herself or itself out as engaging in the **disposition** of motor vehicles under paragraph (a), or

(c) solicits, offers, advertises or promotes with respect to the **disposition** of motor vehicles under paragraph (a),

but does not include **a person** exempted by regulation or an individual referred to in paragraph (a) of the definition of "salesperson";

[9] A person can be acting as a motor dealer if they act in any of the three ways described in paragraphs (a), (b), or (c) of the definition of "motor dealer."

[10] A "person" includes an individual, corporation, partnership or other types of corporate vehicle:

"person" includes a corporation, partnership or party, and the personal or other legal representatives of a person to whom the context can apply according to law;

- Section 29 definition of "person" of the *Interpretation Act*, R.S.B.C. 1996, c. 238

[11] A "disposition" does not require the transfer of ownership of a motor vehicle, but merely the transfer of a motor vehicle:

"dispose" means to transfer by any method and includes assign, give, sell, grant, charge, convey, bequeath, devise, lease, divest, release and agree to do any of those things; [underlining added]

- Section 28(4) and s.29 definition of "dispose" of the *Interpretation Act*, R.S.B.C. 1996, c. 23

B. Requirement for a motor dealer to be licensed

[12] Where a person operates as a motor dealer, as defined in the MDA, they must register as a motor dealer with the Registrar of Motor Dealers at the Authority, and meet the requirements for registration.

- s. 3(1)(a)(i) of the MDA.

C. Deeming provision in section 1(2) of the MDA

[13] Under section 1(2) of the MDA, is the following deeming provision:

(2) Without limiting the definition of "motor dealer", a person who carries on the activities described in paragraphs (a) to (c) of that definition in respect of 5 or more motor vehicles within a 12 month period is, subject to an exemption by regulation, deemed to be a motor dealer.

[14] Section 1(2) of the MDA is a deeming provision, also known as an evidentiary short-cut. Once the facts in section 1(2) are proven, the person is deemed to be in the business as a motor dealer and the onus then shifts to the person to prove that they are not. Section 1(2) is not an exemption from being registered if a person sells, advertises or promotes in respect of five or less motor vehicles within 12 months. The exemptions to the legislation are found in sections 14 and 14.1 of the *Motor Dealer Act Regulation*, B.C. Reg. 447/78 ("MDAR").

D. Jurisdiction over unlicensed activity

[15] Acting as a motor dealer while not registered is a breach of the MDA and:

(a) may be enforced administratively, by the Registrar:

- (i) issuing a compliance order under section 26.02 of the MDA;
- (ii) issuing an administrative penalty against a corporation or other corporate vehicle including a sole proprietorship in an amount up to \$100,000 under section 26.04 of the MDA; or
- (iii) issuing an administrative penalty against an individual in an amount up to \$50,000 under section 26.04 of the MDA;

and the Registrar may file any of them in the B.C. Supreme Court, and if so filed, are deemed orders of that Court under section 26.08 of the MDA, or

(b) may be enforced by prosecuting the breach as an offence under section 35(2) of the MDA. If the person is a corporation, it may be liable to a fine up to \$200,000 for an offence. If the person is an individual, they may be liable to a fine of up to \$100,000, six months incarceration or both, for an offence.

E. Individuals may not hide behind the corporation to commit unlawful acts

[16] The notion that a corporation's identity is separate and distinct from the owners and directing minds of the corporation – called the "corporate veil" - is not an all-encompassing legal principle. The general purpose of the separate corporate identity is to promote commerce by allowing people to operate businesses secure in the knowledge that if the business fails, they will not be held personally liable. There are exceptions to this principle.

[17] First, a licensing body, such as the Authority, is not to blind itself to the realities of those who will be operating a company. A licensing body is charged with protecting the public in issuing licenses and must do an assessment of the people, who will run a licensed business, to ensure they do not pose a risk to the public if so licensed.

- *Re: Key Track Auto Sales & Detailing Ltd.* (May 11, 2010, Hearing File 10-013, Registrar) at paragraphs 16-19, citing *Villetard's Eggs. Ltd. v. Canada* 1995 CarswellNat 669, [1995] 2 FC 581 (Federal Court of Appeal) and others.

[18] Second, if a corporation fails, or breaches certain provisions of the *Business Corporations Act*, S.B.C. 2002, c. 57, the officers and directors of a company must show good business judgement in making their decisions to escape, or at least be indemnified against, legal liability: see for example s. 163(1)(b) of the *Business Corporations Act*, S.B.C. 2002 c. 57

[19] Third, an individual may not use a corporation as a shield to conduct unlawful activity. If this occurs, the corporate veil can be pierced and liability attached to the individual whose actions were unlawful: *Blackburn (Re)*, 2011 BCSC 1572 (BC Supreme Court) at paragraph 31, and see 642947 *Ontario Ltd. v. Fleischer*, 2001 CanLII 8623 (ON Court of Appeal) at paragraphs 67 to 69.

F. Personal liability on the directing minds of corporations under the *Motor Dealer Act*

[20] Legislation may also direct that liability personally attach to officers, directors, and agents of a corporation for the wrong-doing of that corporation.

[21] Specific to this case, , if a corporation has been found to have breached section s. 3(1)(a)(i) of the MDA [unregistered motor dealer]; section 34(1)(a) of the MDA [odometer tampering]; or sections 21(2), 22 or 27 of the MDAR [failing to

disclose “not suitable for transportation”), an administrative penalty¹ can be levied on an officer, director or agent of the corporation, who authorized, permitted or acquiesced in the conduct:

- (5) If a corporation contravenes
- (a) a prescribed provision of this Act or the regulations,
 - (b) a condition of a licence authorized under the regulations,
 - (c) a property freezing order,
 - (d) an undertaking, or
 - (e) a compliance order,

an officer, director or agent of the corporation who authorized, permitted or acquiesced in the contravention is also liable under this section, whether or not an administrative penalty is imposed on the corporation.

- s. 26.04(5) of the MDA. [underlining added]

[22] This also holds true for prosecuting a corporation for breaching these same provisions under section 35(5) of the MDA, and personal liability can be extended to employees:

(5) If a corporation commits an offence under this Act, an employee, officer, director or agent of the corporation who authorizes, permits or acquiesces in the commission of the offence also commits an offence, whether or not the corporation is prosecuted for the offence.

G. Burden of Proof

[23] The burden of proof is on a balance of probabilities, often reframed as, “it is more likely than not that the alleged conduct occurred.”

- *F.H. v. McDougall*, [2008] 3 SCR 41, 2008 SCC 53 (Supreme Court of Canada)

¹ Which have been prescribed for administrative penalties under section 32 of the MDAR.

IV. Discussion

A. Jurisdiction

[24] Wild Grizzly Transport Ltd. is a "person" as defined in the *Interpretation Act* and as used in the definition of "motor dealer" in the MDA.

[25] Pasquale Zampieri, on behalf of Wild Grizzly Transport Ltd., has admitted to conducting all the sales as alleged by the Authority. As noted earlier, there are online advertisements associated to Wild Grizzly Transport Ltd. in respect of 23 motor vehicles for sale within a 12-month period. The evidence of Compliance Officer Dan McGrath is that the sold section of the online advertisements was linked to an online profile with the name of "Pasquale." The evidence of Dan McGrath is that a review of ICBC Transfer/Tax Forms ("APV9T's"), and records from two auctions showed Wild Grizzly Transport Ltd. had sourced 96 motor vehicles in 2017; and the evidence shows 39 sales to consumers.

[26] The evidence of Dan McGrath is that a review of the APV9T's shows Pasquale Zampieri signed all the APV9T's, indicating his title as owner or manager of Wild Grizzly Transport Ltd. Dan McGrath also stated that he reviewed APV9T's from 2015-16, which showed sales were made in the personal names of Pasquale Zampieri and Jennifer Aiken. Mr. McGrath's evidence does not note the volume of sales in 2015-16.

[27] In evidence is a certified copy of the incorporation of Wild Grizzly Transport Ltd., incorporation number BC1078579, as provided by Pasquale Zampieri. The incorporation record shows Pasquale Zampieri and Jennifer Aiken as directors of Wild Grizzly Transport Ltd. Under the MDA, if it can be shown that any of the two directors authorized, permitted, or acquiesced in the alleged breaches of the MDA, they can be held personally responsible for those breaches.

[28] Compliance Officer McGrath received a phone call from Pasquale Zampieri as to Mr. McGrath's inquiries. They spoke for a moment; and Mr. McGrath wanted to confirm a contact number for Mr. Zampieri. Mr. McGrath says the number provided by Mr. Zampieri is the same phone number associated with the motor vehicles that were advertised for sale.

[29] Based on the law and the above facts, I am satisfied that I have jurisdiction over this case. Further, given Pasquale Zampieri and Jennifer Aiken are directors of Wild Grizzly Transport Ltd., they could be held personally liable for any breaches of the MDA by Wild Grizzly Transport Ltd. It was therefore appropriate to name them

both, personally, and provide them an opportunity to respond to these allegations and to the evidence.

B. Acting as a motor dealer while unlicensed

[30] Wild Grizzly Transport Ltd. has admitted to the allegations, including advertising some 23 motor vehicles for sale and selling 39 motor vehicles to consumers all within the 12-month period of 2017. This meets the definition of “motor dealer” both in fact and as deemed by section 1(2) of the MDA. Wild Grizzly Transport Ltd. is not and at all material times was not registered as a motor dealer as required, and is in breach of section 3(1)(a)(i) of the MDA.

C. Odometer tampering

[31] The allegation is that odometers have been rolled back on 37 of the 39 motor vehicle sales reviewed by Compliance Officer Dan McGrath. The methodology used to determine if the odometers were rolled back was to compare odometer declarations on the transfer/tax forms from ICBC showing Wild Grizzly Transport Ltd.’s sales to consumers, with the odometer declarations on purchase agreements from the auctions, where Wild Grizzly Transport Ltd. obtained those vehicles. Based on that review, there were odometer discrepancies in 37 of 39 reviewed motor vehicles. An example of some of the discrepancies are as follows:

| Motor Vehicle | Odometer declaration from Auction documents | Odometer declaration from ICBC Transfer/Tax Form – transfer to consumer | Difference in Odometer readings |
|--------------------|---|---|---------------------------------|
| 2002 Ford F150 XLT | 300,952 | 152,900 | -148,052 |
| 2007 KIA Sedona | 375,233 | 138,380 | -236,853 |
| 2007 Toyota Yaris | 295,010 | 139,000 | -156,010 |
| 2005 Pontiac G6 | 201,191 | 157,000 | -44,191 |
| 2004 Honda Pilot | 303,744 | 148,000 | -155,744 |

[32] The discrepancies are varied and so numerous that I find it is not a matter of error in recording the odometer readings. The discrepancies appear, when Wild Grizzly Transport Ltd. has ownership of the motor vehicles. The submissions of Wild Grizzly Transport Ltd. do not deny the odometer tampering allegations as shown in the documents and evidence provided by Dan McGrath. The altered odometer reading, declared on the APV9T’s, as written, constitutes a misrepresentation to the consumer of the motor vehicle’s distance traveled. Wild Grizzly Transport Ltd. did

not refute these allegations. I am satisfied on a balance of probabilities that Wild Grizzly Transport Ltd. tampered with the odometers on 37 motor vehicles, in breach of section 34(2) of the MDA.

D. Selling unsafe motor vehicles

[33] The allegation is that Wild Grizzly Transport Ltd. potentially was selling motor vehicles that did not meet the requirements of the *Motor Vehicle Act* R.S.B.C. 1996, c. 318 ("MVA"). Under section 222 of the MVA no person (individual or corporate) may display or expose for sale, offer for sale or sell a motor vehicle that is to be used, (i.e. it is not to be scrapped), unless that motor vehicle is compliant with the requirements of the MVA and its regulations. That is, the motor vehicle must be safe:

222 A person must not sell, offer for sale, expose or display for sale or deliver over to a purchaser for use a motor vehicle, trailer or equipment for them that is not in accordance with this Act and the regulations.

[34] Under the MDAR, ss. 21(2), 22 and 27(b), a motor dealer is required to declare their motor vehicle meets the requirements of the MVA or otherwise advertises that the motor vehicle is "not suitable for transportation" including on the motor vehicle itself and notes the same on any form of contract.

[35] Wild Grizzly Transport Ltd. has not denied this allegation. Even so, the Affidavit and Investigation Report of Compliance Officer Dan McGrath does not contain evidence of any motor vehicle being unsafe or not compliant with the MVA at the time of its sale. Therefore, this allegation is dismissed.

E. Personal liability of Pasquale Zampieri and Jennifer Aiken

1. Pasquale Zampieri - personal liability

[36] The evidence is that Pasquale Zampieri signed the APV9T's, transferring ownership of the subject motor vehicles from Wild Grizzly Transport Ltd. to the various consumers. Pasquale Zampieri signed those APV9T's, indicating his title as either owner or manager of Wild Grizzly Transport Ltd. Included on the APV9T's is the odometer declarations, which I have found above to have been tampered with. Pasquale Zampieri, on behalf of Wild Grizzly Transport Ltd., did not deny these facts. This is sufficient evidence to show that Pasquale Zampieri, a director of Wild Grizzly Transport Ltd., authorized, permitted, or acquiesced in Wild Grizzly Transport Ltd.'s breaches of section 3(1)(a)(i) [unregistered motor dealer] and section 34(2) [tampering/misrepresenting an odometer] of the MDA.

2. Jennifer Aiken - personal liability

[37] There is no clear evidence that in relation to the 2017 advertised or sold motor vehicles, that Jennifer Aiken authorized, permitted, or acquiesced in Wild Grizzly Transport Ltd.'s breaches of the MDA. The evidence of Jennifer Aiken signing APV9T's in relation to 2015-16 motor vehicle sales is not sufficiently detailed, as to numbers sold or if sold to consumers, to say that Jennifer Aiken was acting as a motor dealer during that time-period. The allegations against Jennifer Aiken are dismissed.

F. Wild Grizzly Transport Ltd.'s complaints

1. Breach of Privacy

[38] Pasquale Zampieri complains that ICBC provided the Authority with information which he says is a breach of privacy. The document about which Mr. Zampieri complains shows Wild Grizzly Transport Ltd.'s August 2017 sales with registration number and selling price. The names and addresses of purchasers are redacted.

[39] There is no breach of privacy. The information does not disclose the personal information of individuals. Corporations themselves do not have personal information, but corporate information. The Authority is a public body with a "law enforcement" mandate. ICBC is also public body. The sharing of information between two public bodies of a potential violation of a law is authorized by the *Freedom of Information and Protection of Privacy Act*, R.S.B.C. 1996, c. 165.

2. Harassment

[40] Pasquale Zampieri makes an assertion that the Authority is harassing Wild Grizzly Transport Ltd. by contacting the auctions and dealerships and speaking with them about Wild Grizzly Transport Ltd. Pasquale Zampieri says this has tarnished his business with them. The Authority is entitled to investigate alleged violations of the MDA and to make inquiries of persons who may have knowledge of or evidence of those violations: see for example section 25 of the MDA. Doing so is not harassment.

3. An Authority employee said the Authority has no jurisdiction over corporations

[41] Pasquale Zampieri states that he spoke with Godwin Tse, a Consumer Services Officer at the Authority, who apparently said that the Authority has no

jurisdiction over corporations. A consumer services officer processes consumer complaints, and reviews those complaints for jurisdiction. If a transaction is between a motor dealer and a business, i.e. a business transaction and not a consumer transaction, then the Authority has limited jurisdiction over the transaction. That is a question of jurisdiction over the transaction type for providing remedies to consumers, which is different than the Authority's jurisdiction over corporations for the purposes of licensing and registering them. Most registered motor dealers are corporations or partnerships, a fact of which Mr. Tse is aware.

4. Failing to act against ADESA Auto Auction for curbing

[42] Pasquale Zampieri is complaining that the Authority is turning a blind eye to what he says is ADESA curbing vehicles. In Pasquale Zampieri submissions, he notes that ADESA is a registered motor dealer. That is correct. As such, ADESA cannot be curbing as the industry slang for a "curber" is a person, who acts as a motor dealer while unregistered.

[43] The document Pasquale Zampieri says proves ADESA is curbing, shows a registered motor dealer, as the seller, selling a motor vehicle to an individual through the ADESA Auction. Mr. Zampieri says, without advancing any legal authority, that ADESA must buy the motor vehicle from the registered motor dealer and then sell it to the consumer, otherwise ADESA is curbing. That is not the definition of curbing.

[44] Further, section 14(4)(g) of the MDAR, specifically exempts an auction from being registered as a motor dealer if they are auctioning a motor vehicle on behalf of a registered motor dealer. The selling registered motor dealer is responsible to the consumer.

[45] Pasquale Zampieri is simply attempting to deflect the review of his and Wild Grizzly Transport Ltd.'s conduct and breaches of the legislation, by saying the Authority should look at ADESA. ADESA's conduct has no bearing on the review of Wild Grizzly Transport Ltd.'s conduct or that of Pasquale Zampieri.

V. Compliance Action

[46] I have found that Wild Grizzly Transport Ltd. is acting as a “motor dealer” as defined in the MDA, without being registered, in breach of section 3(1)(a)(i) of that Act. I have also found that Pasquale Zampieri, as a Director of Wild Grizzly Transport Ltd., to have authorized, permitted or acquiesced in the breaches.

[47] I have found that Wild Grizzly Transport Ltd. has tampered with odometers contrary to section 34(2) of the MDA. I have also found that Pasquale Zampieri, as a Director of Wild Grizzly Transport Ltd., to have authorized, permitted, or acquiesced in those breaches.

[48] I therefore make the following compliance order under section 26.02 of the MDA:

After giving Wild Grizzly Transport Ltd. and Pasquale Zampieri an opportunity to be heard, and after reviewing the evidence presented in the written submissions of the Motor Vehicle Sales Authority of British Columbia and the written submissions of Wild Grizzly Transport Ltd. and Pasquale Zampieri, I find that:

- (a) Between January 1, 2017 and December 31, 2017, Wild Grizzly Transport Ltd. has admitted to conduct that satisfies the definition of “motor dealer” in the *Motor Dealer Act*, R.S.B.C. 1996, c. 316 (the “MDA”);
- (b) Between January 1, 2017 and December 31, 2017, Wild Grizzly Transport Ltd. acted as a “motor dealer” without being registered in breach of section 3(1)(a)(i) of the MDA;
- (c) Between January 1, 2017 and December 31, 2017, Wild Grizzly Transport Ltd. did tamper with or alter the odometers on 37 motor vehicles in breach of section 34(2) of the MDA; and
- (d) Pasquale Zampieri, as a director of Wild Grizzly Transport Ltd., did authorize, permit, or acquiesce in the conduct of Wild Grizzly Transport Ltd. noted in paragraphs (a), (b) and (c).

The Registrar hereby orders:

- (a) Wild Grizzly Transport Ltd. is to cease and desist acting as a “motor dealer” as defined in the *MDA* unless and until registered as a motor dealer under that Act;

- (b) Wild Grizzly Transport Ltd. is to cease and desist tampering with or altering motor vehicle odometers;
- (c) Wild Grizzly Transport Ltd. is to the extent applicable, to abide by the requirements of the MDA, and all its regulations;
- (d) Pasquale Zampieri is to cease and desist acting as a “motor dealer” as defined in the MDA or in permitting, authorizing, or acquiescing in Wild Grizzly Transport Ltd., or any other corporate entity, acting as a “motor dealer,” unless and until registered as a motor dealer under that Act;
- (e) Pasquale Zampieri is to cease and desist tampering with or altering motor vehicle odometers or in permitting, authorizing, or acquiescing in Wild Grizzly Transport Ltd., or any other corporate entity, tampering with or altering motor vehicle odometers; and
- (f) Pasquale Zampieri is, to the extent applicable, to abide by the requirements of the MDA, and all its regulations.

VI. Costs

[49] The Motor Vehicle Sales Authority of British Columbia did not provide submission on costs. The Authority has 21 days from the date of this decision to provide me with written submissions and any evidence on an order for costs against Wild Grizzly Transport Ltd. and Pasquale Zampieri. The Authority must provide a copy of those submissions and any evidence to Wild Grizzly Transport Ltd. and to Pasquale Zampieri. Once Wild Grizzly Transport Ltd. and Pasquale Zampieri have received those submissions and any evidence, they will have 21 days to provide me with their submissions.

[50] The submissions may be directed to my legal administrative assistant Charles List at:

Charles@mvsabc.com

Fax: 604.574.5883

208 – 5455 152 St.

Surrey, B.C. V3S 5A5

VII. Review

[51] The compliance order may be reviewed by making a request for reconsideration within thirty (30) days of this decision, under section 26.11 of the MDA, and providing the required new evidence as detailed in section 26.12(2) of that Act. The request can be directed to Charles List.

[52] This decision and the compliance order may also be reviewed by petitioning the B.C. Supreme Court for judicial review pursuant to the *Judicial Review Procedure Act* R.S.B.C., c. 241. Such a petition must be filed within 60 days of this decision being issued: section 7.1(t) of the MDA, incorporating section 57 of the *Administrative Tribunals Act* S.B.C. 2004, c. 45.

Date: May 10, 2018

Original Signed
Ian Christman, J.D., Registrar