



FILED

By the Office of the Registrar of Motor Dealers

on August 17, 2026

Investigation File No.: C-25-07-437

Hearing File No.: **H-26-08-002**

UNDERTAKING

**IN THE MATTER OF THE *MOTOR DEALER ACT*, RSBC 1996, c 316 and the
BUSINESS PRACTICES AND CONSUMER PROTECTION ACT, SBC 2004, c 2**

BETWEEN:

JOURNEY CDJR SALES POCO LTD. dba
JOURNEY CHRYSLER DODGE JEEP RAM
(#D50153)

(the "Respondent")

AND:

The Registrar of Motor Dealers

WHEREAS:

1. The Respondent is a Motor Dealer as defined in the *Motor Dealer Act* (the "**MDA**") and registered with the Vehicle Sales Authority (the "**VSA**") under the name Journey Chrysler Dodge Jeep Ram under Motor Dealer Licence No. D50153.
2. The Registrar of Motor Dealers is the Registrar as defined in the MDA (the "**Registrar**") and is responsible for the administration and enforcement of the MDA, its regulations, and the prescribed provisions of the *Business Practices and Consumer Protection Act* (the "**BPCPA**").
3. The Respondent is the subject of an investigation launched by the VSA in response to a complaint made by consumer, Erin Dylan Collins ("**Mr. Collins**"). The Consumer Complaint and investigation findings are outlined in VSA File No. C-25-07-437 and the investigation report of VSA Investigations Officer, Joel Jordan ("**IO Jordan**"), dated February 10, 2026.

AND WHEREAS:

4. In March 2025, Mr. Collins sought to purchase a vehicle. He intended to purchase a used 2017 Cadillac ATS (the "**Cadillac**") offered for sale by the Respondent. The transaction was to be by way of a distance sales contract as defined by the BPCPA, as Mr. Collins lives in Abbotsford, BC and the Respondent's place of business is in Port Coquitlam, B.C.
5. Mr. Collins purchased the Cadillac and signed a Purchase Agreement dated March 31, 2025, via DocuSign. The Respondent offered Mr. Collins a cash back deal and added the cash back amount to the Cadillac's total purchase price in the Purchase Agreement but did not itemize it in the Purchase Agreement. The purchase of the Cadillac was financed by a lender.
6. The investigation revealed that the Respondent amended the Purchase Agreement addendum by changing the cash back amount without Mr. Collins's consent or knowledge, in addition the Respondent did not disclose the cash back to the lender.

7. The Registrar asserts that the Respondent has contravened the following legislation:
- a. Section 21(1)(h) of the *Motor Dealer Act Regulation*, BC Reg 447/78 ("**MDAR**") for failing to itemize the actual selling price of the Cadillac in the Purchase Agreement.
 - b. Section 33(2)(a) of the MDAR for failing to act with honesty and integrity in the course of business by amending the Purchase Agreement without the consumer's knowledge or consent.
 - c. Section 5(1) of the BPCPA by engaging in a deceptive act or practice in respect of a consumer transaction by making a representation that uses exaggeration, innuendo or ambiguity about a material fact or that fails to state a material fact, if the effect is misleading, specifically by failing to disclose the cash back to the lender.

NOW THEREFORE the Respondent undertakes, acknowledges, and agrees with the Registrar:

1. To comply with the MDA, MDAR, BPCPA, and the sections thereunder.
2. To pay an Administrative Penalty in the amount of **\$50,000.00** in relation to the subject matter of this Undertaking as per the Notice of Administrative Penalty which will be provided to the Respondent upon receipt of the fully executed and filed Undertaking;
3. To reimburse the Registrar a total of **\$1,052.02** representing 100% of the investigation costs incurred to date in relation to the subject matter of this Undertaking within thirty (30) days of the Registrar signing this Undertaking;
4. That this Undertaking is binding on the Respondent until such time as it is either terminated in writing by the Registrar or terminated by Order of the Supreme Court of British Columbia;
5. That in addition to rendering the Respondent liable to further penalties and proceedings as provided for under the BPCPA, it is an offense under the BPCPA to fail to comply with any part of this Undertaking that has not been previously terminated;
6. That the Registrar may, upon breach of any part of this Undertaking by the Respondent, declare the Undertaking to be at an end and may institute such proceedings and take such action under the BPCPA, or the Act as considered necessary; and
7. That any communication with the Registrar in connection with this Undertaking shall be made to the following address:

Registrar of Motor Dealers
Vehicle Sales Authority of B.C.
#280 – 8029 199th Street
Langley, B.C. V2Y 0E2

And in the case of the Respondent, to the following address:

Journey Chrysler Dodge Jeep Ram
1300 Dominion Avenue
Port Coquitlam, B.C. V3B 8G7

The Respondent acknowledges and warrants that they have had an opportunity to seek legal advice as to the terms of this Undertaking.

Per: Jeff Kornatowsky
Name _____

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[REDACTED]

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