

FILED



By the Office of the Registrar of Motor Dealers
on August 18, 2026

Investigation File No.: C-25-11-303

Hearing File No.: **H-26-08-004**

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, Callie Quirk ("**Ms. Quirk**"). The Consumer Complaint and investigation findings are outlined in VSA File No. C-25-11-303 and the investigation report of VSA Investigations Officer, Katie Anderson ("**IO Anderson**"), dated February 10, 2026.

AND WHEREAS:

4. In October 2025, Ms. Quirk sought to purchase a vehicle. She intended to purchase a used 2020 Ram 3500 Laramie 4x4 crew cab ("**2020 Ram**") offered for sale by the Respondent. The transaction was to be by way of a distance sales contract as defined by the BPCPA, as Ms. Quirk lives in Armstrong, BC and the Respondent's place of business is in Port Coquitlam, B.C.
5. Ms. Quirk purchased the 2020 Ram and signed a Purchase Agreement dated October 24, 2025, via DocuSign. The Respondent declared the 2020 Ram as suitable for transportation in compliance with the MVA on the Purchase Agreement.
6. On November 7, 2025, the Respondent delivered the 2020 Ram to Ms. Quirk in Vernon, B.C. The Respondent maintained the 2020 Ram was towed to Vernon. Ms. Quirk maintained an employee of the Respondent drove it to Vernon.

7. Upon delivering the 2020 Ram, the Respondent asked Ms. Quirk to sign a second purchase agreement (the "**Second Purchase Agreement**") that was also dated October 24, 2025, but that had the words "for parts only, not for transportation" written on it.
8. Ms. Quirk drove the 2020 Ram home after it was delivered to her by the Respondent.
9. The investigation revealed the Respondent represented the 2020 Ram as roadworthy when it was not and sold Ms. Quirk an extended warranty the 2020 Ram was not eligible for.
10. Further, the investigation revealed the Respondent's employee provided a towing receipt to the Authority to indicate that the 2020 Ram was towed to Vernon when it was not. It was determined that the towing receipt was, in fact, fabricated by the Respondent's employee and submitted to the Authority.
11. The Respondent agrees it had a duty to oversee and supervise its employees and operations and was at all material times responsible for the acts of its employees.
12. The Registrar asserts that the Respondent has contravened the following legislation:
 - a. Section 35(3)(a) of the MDA by supplying false or misleading information to a person acting under the MDA, specifically, submitting a false and fabricated towing receipt to the Authority.
 - b. Section 33(2)(i)(iii) of the *Motor Dealer Act Regulation*, BC Reg 447/78 ("**MDAR**") for aiding, abetting or causing a person to contravene any law of British Columbia, specifically section 219 of the MVA, by allowing a vehicle to be driven on a highway when it was not equipped in all respects in compliance with the MDA and its regulations, specifically, allowing Ms. Quirk to drive the 2020 Ram on a highway when it was not suitable for transportation.
 - 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 selling Mr. Quirk an extended warranty that did not apply to the 2020 Ram and creating two purchase agreements for the same transaction.

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 **\$1,430.28** 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;

- Registrar of Motor Dealers
Vehicle Sales Authority of B.C.
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