

**IN THE MATTER OF THE *MOTOR DEALER ACT* R.S.B.C. 1996 c. 316 (MDA) AND
THE *BUSINESS PRACTICES AND CONSUMER PROTECTION ACT* S.B.C. 2004 C. 2
(BPCPA)**

BETWEEN:

MOTOR VEHICLE SALES AUTHORITY

APPLICANT

JENNIFER LARGY

COMPLAINANT

AND:

**321438 B.C. Ltd.
DBA MIDWAY MAZDA
Dealer No. 8333**

RESPONDENT/MOTOR DEALER

**SANDRA RAYSON
Salesperson License No. 106142
KARI LYNDS
Salesperson License No. 100200**

SALESPERSONS

SETTLEMENT - UNDERTAKING

THIS AGREEMENT made the 12th day of August, 2010,

WHEREAS:

- A) The Complainant Jennifer Largy has made a complaint to the Motor Vehicle Sales Authority from leasing a new 2005 Mazda, VIN #MN1BK143851326031, (the "Mazda") from the Respondent, 321438 B.C. Ltd., on or about July 23, 2005;

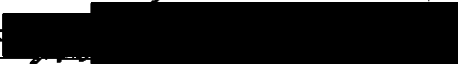
- B) the Complainant Jennifer Largy has returned the Mazda to the Respondent on or about July 18, 2009;
- C) Mazda Canada Credit Leasing has determined that Jennifer Largy has to pay \$3,065.44 plus taxes for a total of \$3,433.29 to Mazda Canada Credit Leasing for an excess kilometer charge (the "Excess Kilometer Charge");
- D) the Respondent 321438 B.C. Ltd, doing business as Midway Mazda, has agreed to pay to Mazda Credit Canada Leasing the Excess Kilometer Charge.

NOW WHEREFORE THE PARTIES AGREE AS FOLLOWS:

- 1) For and in consideration of the Respondent paying the Excess Kilometer Charge to Mazda Canada Credit Leasing, the complainant Jennifer Largy agrees to remise, release and forever discharge the Respondent and or any employee or ex-employee, successors, insurers, officers, directors and servants of the Respondent (hereinafter collectively referred to as the "Releasees"), of and from any and all actions, causes of actions, claims, counterclaims, appeals, reviews, demands, damages, costs, taxes, expenses and compensation of whatever nature and howsoever arising.
- 2) The Respondent agrees and acknowledges that the Respondent has made an error to provide to the Complainant Jennifer Largy a copy of the lease agreement of Mazda Canada Credit Leasing which was incomplete and did not contain any particular reference as to the amount and number of excess kilometers referred to in paragraph 10 of the lease agreement dated July 23, 2005. The Respondent acknowledges that the oversight and error may have caused Jennifer Largy's credit rating to be affected in a negative fashion.
- 3) The Respondent undertakes and agrees to do the necessary due diligence in the future to comply with the Business Practices and Consumer Protection Act (the "BPCPA") with specific reference to the completion of lease agreements and possible contravention of sections 5(1) of the BPCPA.
- 4) The parties acknowledge that the payment by the Respondent of the debt pertaining to the Excess Kilometer Charge does not constitute an acknowledgment of liability on the part of the Releasees, by whom liability is expressly denied.
- 5) The Applicant agrees to stay or discontinue any further proceedings against the Respondent and Salespersons relating to the Complainant and the Mazda.

6) The parties undersigned hereby acknowledge, represent and state that they have each read this agreement and have had a reasonable opportunity to obtain independent legal advice as to its terms.


SIGNED & DELIVERED by JENNIFER LARGY
in the presence of:


Signature
DEVIS SAUIDAN

Name
MOTOR VEHICLE SALES AUTHORITY

Occupation
208-5455-152 Street

Address
Surrey B.C.


JENNIFER LARGY

Dated this 13 day of August, 2010

MOTOR VEHICLE SALES AUTHORITY

PER: 
Authorized Signatory
Deputy Registrar

Dated this 12 day of August, 2010

321438 B.C. Ltd dba MIDWAY MAZDA

PER: 
Authorized Signatory

Dated this 12 day of August, 2010