

October 8, 2025

Administrative Review – 25-07-011

Served via email: [REDACTED]

Administrative Penalty

1865217 ALBERTA LTD.
o/a ADRENALIN MOTORS
#3 HWY 20
SYLVAN LAKE, AB
T4S 1Z7

Attention: Tyson Czuy

Dear Tyson Czuy:

**Re: 1865217 Alberta Ltd. operating as Adrenalin Motors
– Provincial Automotive Business Licence No. B2003396**

As the Director of Fair Trading (as delegated) (the “Director”), I am writing to you pursuant to Section 158.1(1) of the *Consumer Protection Act* (“CPA”) to provide you with written notice of the Administrative Penalty issued under that section.

Facts

The evidence before me in relation to this matter consists of the material contained in an Alberta Motor Vehicle Industry Council (“AMVIC”) investigations department application report (the “Application Report”) prepared by the investigator and the senior manager of investigation. A copy of the Application Report is attached as Schedule “A” to this letter. I have also taken into consideration the information exchanged during the administrative review held via teleconference call on Aug. 26, 2025.

Licensee Status

1865217 Alberta Ltd. operating as Adrenalin Motors (the “Supplier”) holds an automotive business licence and carries on business as an automotive sales business in the province of Alberta. 1865217 Alberta Ltd. operating as Adrenalin Motors operates in Sylvan Lake, Alberta and holds a current AMVIC business licence and is authorized for the business activities of retail sales, wholesale, agent or broker and consignment sales.

Administrative Review

An administrative review was held on Aug. 26, 2025, at approximately 9 a.m., via teleconference call. Participating in the administrative review were Tyson Czuy, owner/director of the Supplier; [REDACTED] AMVIC investigator; [REDACTED], AMVIC manager of investigations north; and G. Gervais, Director of Fair Trading (as delegated) (the “Director”).

Enforcement History

- A. On Jan. 7, 2020, the Supplier entered into a voluntary Undertaking and acknowledged that they failed to comply with the provisions of the CPA, Automotive Business Regulation ("ABR") and Vehicle Inspection Regulation ("VIR"). The Undertaking addressed a number of breaches including but not limited to unfair practices, Mechanical Fitness Assessment ("MFA") compliance issues, bill of sale ("BOS") compliance issues, failing to create and maintain accurate records, advertising issues and failing to disclose vehicle history information.

Educational Findings Letters

- B. On July 17, 2018, the Supplier was issued an investigation findings letter in regards to unfair practices and failing to provide vehicle history information.
- C. On Jan. 15, 2025, the Supplier was issued an investigation findings letter in regards to MFA compliance issues and unfair practices.

Summary of Investigation

Case File 23-01-242

1. In January 2023, AMVIC received a consumer complaint in regards to a consumer being allegedly misled by the Supplier in relation to the model and condition of the vehicle purchased.
2. On Jan. 11, 2023, a consumer ("SW") purchased a 1969 Ford Mustang (the "Mustang") for a purchase price of \$74,000 inclusive of taxes and fees.
3. SW alleged that he purchased a classic 1969 Ford Mustang Mach 1 when it was instead a Mustang Fastback and considered a replica/clone Mach 1 based on the upgrades made to the vehicle. As a result, SW felt he was overcharged for the Mustang. SW was further concerned with the "inspection" that was completed on the Mustang and whether the Mustang was safe to drive as when he took it to an automotive repair business they kept finding additional issues with the Mustang.
4. The Supplier provided a Supplier response to AMVIC dated Sept. 28, 2023 which was fulsome and included the following statements:

"We take all customer concerns seriously and aim to address them professionally and thoroughly."

"We honor transparency and fairness in all our transactions."

"It is essential to note that Adrenalin Motors conducted two inspections on the vehicle in question. The initial inspection took place on December 30, 2022, followed by a subsequent inspection on January 11, 2023, which resulted in the car passing the inspection with full

*compliance. It is worth mentioning that the work required for the inspection was carried out by a reputable third-party shop prior to the second inspection. **Please see attached** Amvic Inspections and Work orders of completed work"*

5. During the administrative review the Director sought clarification from the Supplier in regards to what they meant by an "AMVIC inspection" which is referenced several times in their written representations. The Supplier advised they were referring to an MFA. The Director advised the Supplier that they need to refer to the document to consumers as nothing else other than an MFA and not an inspection as otherwise it is a misleading statement. An MFA is not an inspection.

The Director clarified that the MFA is required to be provided prior to the sale of a vehicle as per Section 15(1) of the VIR. The VIR is a regulation under the *Traffic Safety Act* ("TSA"). The requirement to provide an MFA is required under the TSA and is therefore in the jurisdiction of Alberta Transportation. Although the MFA falls under the requirement of Alberta Transportation, it comes into AMVIC's purview in the course of our mandated duties as per a number of legislated sections that apply to following all legislation applicable to the sale of motor vehicles such as Section 12(o) of the ABR and Section 127(b)(v.1) of the CPA.

6. The AMVIC investigation identified that SW agreed to the recommended repairs from the third party automotive repair business which were considered maintenance items and did not involve safety issues. Documents collected during the AMVIC investigation support the Mustang sold to SW was safe and the AMVIC investigator determined there was insufficient evidence to support SW's claim in regards to the mechanical condition of the Mustang.
7. The AMVIC investigator obtained two of the Supplier's advertisements including one that was available online. A print version of the online advertisement that is undated shows a picture of the Mustang and references "Mach 1" in large print at the heading as well as towards the end of the advertisement in a large font size it stated "COME AND SEE THIS MACH 1 FOR YOURSELF OR GIVE US A CALL TODAY@ 1-866-987-7707". The advertisement states "The door tag decodes as:" and lists the body style as "2-Door Fastback, Hi-Back Bucket Seats".
8. When reviewing documents the two MFAs that were issued for the Mustang dated Dec. 30, 2022 and Jan. 11, 2023 listed the model as "Mustang Mach 1". The mileage is listed as 4,368 on both documents, however fail to list whether the mileage is in miles or kilometres.
9. The BOS lists the model name as Fastback and there is no mention of Mach 1 on the document. A deal work sheet and the Supplier's internal cost breakdown sheet list the vehicle as a 1969 Ford Mustang Fastback.
10. The AMVIC investigation identified that the Supplier purchased the Mustang from an auction company for a purchase price of \$63,504 inclusive of taxes. The BOS from EG Auctions is undated.
11. On Jan. 18, 2023 an appraisal company completed an appraisal summary on the Mustang on behalf of SW for insurance purposes. The Mustang is listed as a 1969 Ford Mustang Fastback Mach 1 Clone. The appraisal identified that the Mustang is in "Outstanding" conditions as per "Vehicle Condition Guidelines" and valued the Mustang at \$76,400, which is more than what SW paid for the

Mustang. The valuation was completed seven days after the purchase and was valued \$2,900 more than what SW paid. The Mustang has since increased in value. The report further stated:

*"The Mustang has been extensively modified as per the attached list. This fastback model has been re-badged as a Mach 1 model. **These modifications and re-badging are very desirable in this model of Mustang and enhance the value considerably.**"*

The appraisal further included a Deluxe Marti report which can be run on a website by entering the vehicle identification number ("VIN") of a motor vehicle which consolidates a report about the specifics of the vehicle in the same manner as a Carfax report would be ordered.

12. An open source google search conducted by the Director identified that a Deluxe Marti Report is as follows:

"A Deluxe Marti Report is a document from Marti Auto Works that details a classic Ford, Lincoln, or Mercury's original factory configuration, including its exterior color, interior combination, engine, transmission, DSO (District Sales Office), and production statistics like how many vehicles were built with specific options. It provides a snapshot of the vehicle's build from its factory-order data and also includes one "Elite Report" level option selected by Marti Auto Works for the owner."

13. The AMVIC investigator remarked in his summary included in the Application Report, that the Supplier was aware of Marti reports, what they are used for, their accuracy and that the Supplier had used them in the past. During the administrative review the Supplier did not dispute these facts.

14. On March 15, 2025, the Supplier emailed the AMVIC investigator (see Schedule "A"; Exhibit 17). The email can be summarized as follows:

"The customer's primary concern seems to be that the vehicle was advertised as a Mach 1, and after an appraisal, they discovered it did not have the Mach 1 option. We did not represent the vehicle as numbers-matching or an original Mach 1. After speaking with [the consumer], the owner of the classic car auction where I purchased it, he confirmed that the Mach 1 is an appearance package and this particular vehicle has all the same visual and performance features, including:

- *Hood scoop*
- *Side and rear body stripes (stating Mach 1)*
- *Rear deck spoiler*
- *Chrome pop-open gas cap*
- *Special grille*
- *Louvered rear window*
- *Racing mirrors*

"[The consumer] also confirmed that this does not impact market value, as the vehicle presents as a Mach 1 and carries the same attributes, and never in our dealings did we tell the client it's [sic] numbers matching- or numbers verified."

"...the value of this Mustang has increased and this gentlemen is in a very good position with the car."

15. The AMVIC investigation identified that the salesperson and finance manager who were involved in the sale of the Mustang to SW are no longer employed with the Supplier.

Supplier's Representations in relation to 23-01-242

16. After the AMVIC investigator put forward the evidence in relation to AMVIC investigation (case file 23-01-242) and the alleged breaches, the Director sought some clarification from the Supplier and they advised the following:
- The Supplier advised that classic Mustangs are made to look like Mach 1 vehicles to increase value.
 - When the Supplier bought the Mustang at auction they cannot recall whether there were any auction announcements and regardless of the model of the Mustang it was priced appropriately which is why the Supplier purchased it.
 - The Supplier did not have any intention to mislead SW and agreed with the AMVIC investigation that the value of the Mustang has increased.
 - To mitigate the concerns identified in the AMVIC investigation, the Supplier has hired a full time inventory employee and adopted an approval process to prevent errors in trim levels in advertisements on a go forward basis.
17. The Proposed Administrative Penalty dated Sept. 4, 2025 was emailed to the Supplier on Sept. 4, 2025. The Proposed Administrative Penalty provided the Supplier an opportunity to make written representations by Oct. 7, 2025. The Supplier did not submit written representations in response to the Proposed Administrative Penalty.

Legislation

Automotive Business Regulation

Advertising

Section 11

- (2) A business operator must ensure that every advertisement for an automotive business that promotes the use or purchase of goods or services
- (n) does not use false, misleading or deceptive statements, and

General codes of conduct

Section 12

- Every business operator must comply with section 6 of the Act and in addition must
- (a) not make any representations, statements or claims that are not true or are likely to mislead a consumer,

Consumer Protection Act**Interpretation of documents****Section 4**

If a consumer and a supplier enter into a consumer transaction, or an individual enters into a contract with a licensee and the licensee agrees to supply something to the individual in the normal course of the licensee's business, and

(a) all or any part of the transaction or contract is evidenced by a document provided by the supplier or licensee, and

(b) a provision of the document is ambiguous,

the provision must be interpreted against the supplier or licensee, as the case may be.

Unfair practices**Section 6**

(1) In this section, "material fact" means any information that would reasonably be expected to affect the decision of a consumer to enter into a consumer transaction.

(1.1) It is an offence for a supplier to engage in an unfair practice.

(4) Without limiting subsections (2) and (3), the following are unfair practices if they are directed at one or more consumers or potential consumers:

(a) a supplier's doing or saying anything that might reasonably deceive or mislead a consumer;

(e) a supplier's representation that goods or services are of a particular standard, quality, grade, style or model if they are not;

Administrative Penalties**Notice of administrative penalty****Section 158.1**

(1) If the Director is of the opinion that a person

(a) has contravened a provision of this Act or the regulations, or

(b) has failed to comply with a term or condition of a licence issued under this Act or the regulations,

the Director may, by notice in writing given to the person, require the person to pay to the Crown an administrative penalty in the amount set out in the notice.

(2) Where a contravention or a failure to comply continues for more than one day, the amount set out in the notice of administrative penalty under subsection (1) may include a daily amount for each day or part of a day on which the contravention or non-compliance occurs or continues.

(3) The amount of an administrative penalty, including any daily amounts referred to in subsection (2), must not exceed \$100 000.

(4) Subject to subsection (5), a notice of administrative penalty shall not be given more than 3 years after the day on which the contravention or non-compliance occurred.

(5) Where the contravention or non-compliance occurred in the course of a consumer transaction or an attempt to enter into a consumer transaction, a notice of administrative penalty may be given within 3 years after the day on which the consumer first knew or ought to have known of the contravention or non-compliance but not more than 8 years after the day on which the contravention or non-compliance occurred.

Right to make representations**Section 158.2**

Before imposing an administrative penalty in an amount of \$500 or more, the Director shall

- (a) advise the person, in writing, of the Director's intent to impose the administrative penalty and the reasons for it, and
- (b) provide the person with an opportunity to make representations to the Director.

Non-compliance with orders, etc.**Section 163**

Any person who

- (d) fails to comply with an undertaking under this Act contravenes this Act and is guilty of an offence.

Vicarious liability**Section 166**

For the purposes of this Act, an act or omission by an employee or agent of a person is deemed also to be an act or omission of the person if the act or omission occurred

- (a) in the course of the employee's employment with the person, or
- (b) in the course of the agent's exercising the powers or performing the duties on behalf of the person under their agency relationship.

Analysis – Did the Supplier fail to comply with the provisions of the CPA and ABR?

The material which formed the Application Report was the result of a consumer complaint received by AMVIC, case file 23-01-242.

To be procedurally fair the Director will not be addressing all listed relevant legislation from the Application Report submitted to the Director in instances of similar legislative breaches for the same actions of the Supplier.

- A. Mislead and Deceive (CPA Section 6(4)(a))/Represent Goods are of a Particular Model if they are Not (CPA Section 6(4)(e))/Not use False, Misleading or Deceptive Statements in Advertisements (ABR Section 11(2)(n))

The Supplier advertised the Mustang for sale, which is how SW became aware and eventually purchased the Mustang for \$74,000 inclusive of all fees and taxes. In reviewing the evidence currently available, in the opinion of the Director the advertisement for the Mustang does not identify the model of the Mustang in a clear manner. While the advertisement indicates the body style as a Fastback, the advertisement brings clear attention to the consumer that the Mustang is a Mach 1. The headline of the advertisement stated *"1969 Ford Mustang Mach 1"* and the bottom of the advertisement in capital letters stated *"COME AND SEE THIS MACH 1 FOR YOURSELF..."*

Based on the consumer complaint, SW believed that he was purchasing a Mach 1 model. The Supplier's BOS does not state the model of the Mustang as a Mach 1, however both MFAs, which were completed

by a licensed technician, list the Mustang as a Mach 1 model. After the purchase of the Mustang, SW had an appraisal company complete an appraisal summary on the Mustang on behalf of SW for insurance purposes. The appraisal company identified that the Mustang is in fact a 1969 Ford Mustang Fastback and a “Mach 1 Clone”. There is no evidence before the Director to support that the Supplier made it clear to SW that the Mustang was a “Mach 1 Clone”.

In the opinion of the Director, the advertisement and other documentation is ambiguous in relation to the actual model of the Mustang. As per Section 4 of the CPA, if a provision of a document is ambiguous in a consumer transaction, the provision must be interpreted against the Supplier.

During the administrative review, the Supplier stated that it was not their intention to mislead SW regarding the model of the Mustang. As per Section 166 of the CPA, The Supplier is vicariously liable for an act or omission by an employee or agent that occurred in the course of the employee’s employment or in the course of the agent’s exercising the powers or performing the duties on behalf of the person under their agency relationship. In the Director’s opinion, the Supplier is therefore vicariously liable for their advertising and for ensuring all information that is known and available regarding the vehicles in their inventory is accessible to all their salespeople to ensure consumers can be properly informed when purchasing a vehicle.

The Director finds that the Supplier’s words and actions reasonably misled SW during the course of the consumer transaction and that the Supplier represented the Mustang as being of a particular model (Mach 1) when it was not. On a balance of probabilities, based on the evidence currently available, the Supplier did contravene Sections 6(4)(a) and 6(4)(e) of the CPA and Section 11(2)(n) of the ABR.

B. Breach of Undertaking

On Jan. 7, 2020, the Supplier voluntarily agreed to enter into an Undertaking. The Supplier agreed to:

- “1. The Supplier acknowledges and admits that it failed to comply with the provisions of the CPA and ABR and undertakes to the Director that the Supplier will make every effort to ensure that it does not engage in acts or practices similar to those described above.*
- 2. The Supplier will undertake to ensure their representations, statements and paperwork reflect the prior history of the vehicle and that the history is clearly disclosed to the consumer as per legislative requirements. The Supplier will further undertake to ensure they maintain accurate business records and documents.*
- 3. The Supplier will undertake to ensure their advertisements comply with legislation as per Section 11 of the ABR.*
- 4. The Supplier will undertake to ensure that their BOS conforms to the legislation as per Section 31.2 of the ABR.*
- 5. The Supplier will undertake to ensure that MFAs are being completed on used motor vehicles and given to a buyer **before** the Supplier enters into a contract to sell a used motor vehicle.*

*6. To ensure that the Supplier is in full compliance with the CPA and its related regulations, the Supplier agrees to assist AMVIC with an inspection by **April 30, 2020**.*

*7. The Supplier shall pay the sum of **\$1,000** to AMVIC, an amount that represents a portion of the costs AMVIC has incurred investigating the matters herein. Such payment is to be made to AMVIC within thirty (30) days from the date of this Undertaking."*

Based on the evidence currently before the Director, the Supplier's advertisement did not comply with Section 11(2)(n) of the ABR as it used false, misleading or deceptive statements in regards to the model of the Mustang, as outlined above. The Supplier's has therefore, in the opinion of the Director has breached the voluntarily agreed upon Undertaking.

On a balance of probabilities, the Director finds that the Supplier has breached their agreed upon voluntary Undertaking and has contravened Section 163(d) of the CPA.

F. Other Considerations

AMVIC follows a progressive enforcement model when enforcing consumer protection laws. Administrative action may include a written warning, condition(s) added to the licence, charges under the legislation, Administrative Penalty, Director's Order, Undertaking and suspension or cancellation of a licence as outlined in the CPA. When determining an appropriate enforcement measure, the Director will consider several factors before making his decision to ensure what level of enforcement is appropriate to the contravention.

The Supplier has been subject to the following enforcement action:

- Jan. 7, 2020 – voluntary Undertaking

The Director considered other enforcement actions. The Director cannot consider entering into an Undertaking as the Director previously entered into a voluntary Undertaking with the Supplier for similar breaches.

The Supplier has been provided education in the form of two investigation Findings Letters, a previous administrative review held and been subject to an enforcement action however, they continue to engage in non-compliant business practices.

The Director acknowledges the changes the Supplier has made and their willingness to work with the regulator and their commitment to adhere to the legislative requirements, as indicated by the Supplier during the scheduled administrative review on Aug. 26, 2025.

Based on the education previously provided to the Supplier, the administrative enforcement history of the Supplier and the evidence regarding the current matter, in the opinion of the Director, the previous education and enforcement have not resulted in the Supplier bringing their business practices into compliance with the legislation that governs the automotive industry. The amount of the Administrative Penalty cannot be viewed as a cost of doing business but rather as a deterrent for continuing to engage in non-compliant business practices.

There exists an onus on the Supplier to do their due diligence and ensure they are complying with the law. As stated in the Supreme Court of British Columbia in *Windmill Auto Sales & Detailing Ltd. v. Registrar of Motor Dealers*, 2014 BCSC 903 addressed the issue of the onus and responsibility the Supplier has when operating within regulated industry. The court at paragraph 59 stated:

In my view, it is incumbent upon a party that operates within a regulated industry to develop at least a basic understanding of the regulatory regime, including its obligations under the regime, as well as the obligations, and the authority, of the regulator.

A recent Service Alberta and Red Tape Reduction Appeal Board rendered a decision (attached as Schedule “B”) regarding the importance of the legislation that regulates the automotive industry as well as the importance of the members within the regulated industry to operate within the regulatory framework. Paragraph 39 of the Service Alberta and Red Tape Reduction Appeal Board decision states:

“Regulations are not merely a formality. They exist to protect consumers and fulfil the mandate of the CPA as described in its preamble.” [Paragraph 39.b.]

“...it is [the Supplier’s] responsibility to be compliant with regulations at all times.” [Paragraph 39.c.]

“...regulations are not optional, they serve an important social purpose”. [Paragraph 39.d.]

A recent Service Alberta Appeal Board rendered a decision (attached as Schedule “C”) and addressed the onus and responsibility of salespeople and suppliers. The appeal panel at paragraph 91 stated:

“At the same time, we recognize that AMVIC is not there to hold a party’s hand through the administrative process. Nor is it there to train applicants in terms of being administratively efficient. AMVIC is there to protect the public. The onus is on salespersons and car dealerships to remain current with AMVIC and to comply with the regulatory framework in place at any given time.”

The Supplier engaged in unfair practices through their advertisement and paperwork in multiple instances and breached their agreed upon voluntary Undertaking. The Supplier’s actions as outlined above leverages the Supplier’s knowledge, and does not foster a level playing field between the consumer and the Supplier which eliminates the consumer’s ability to make an informed purchasing decision. It further concerns the Director that the Supplier, despite the education and administrative enforcement actions, is continuing to breach the legislation to the detriment of a consumer.

The aggravating factors in this matter include the continued non-compliance with the rather straightforward requirements of the legislation despite multiple attempts to educate the Supplier, the previous administrative enforcement action and breaching the agreed upon voluntary Undertaking. The mitigating factors are that the consumer was not adversely impacted financially by the Supplier as well as the willingness of the Supplier to work with the regulator.

This Administrative Penalty is taking into account the number and seriousness of the contraventions of the legislation found during the investigation; the aggravating and mitigating factors listed above; and the continued non-compliant business practices despite education and enforcement.

Action

In accordance with Section 158.1(a) of the CPA and based on the above facts, I am requiring 1865217 Alberta Ltd. operating as Adrenalin Motors pay an Administrative Penalty. This is based on my opinion 1865217 Alberta Ltd. operating as Adrenalin Motors contravened Sections 6(4)(a), 6(4)(e) and 163(d) of the CPA and Section 11(2)(n) of the ABR.

Taking into consideration all the representations made by the Supplier and the representations made by AMVIC's investigations department, the amount of the Administrative Penalty is **\$3,500**.

The amount takes into consideration the factors outlined in Section 2 of the Administrative Penalties (*Consumer Protection Act*) Regulation, AR 135/2013 and the principles referenced in *R v Cotton Felts Ltd., (1982), 2 C.C.C (3d) 287 (Ont. C.A.)* as being applicable to fines levied under regulatory legislation related to public welfare including consumer protection legislation. In particular the Director took into account the above listed aggravating and mitigating facts as well as:

1. The seriousness of the contraventions or failure to comply;
2. The aggravating and mitigating factors listed above
3. The degree of wilfulness or negligence in the contravention or failure to comply;
4. The maximum penalty under Section 158.1(3) of the CPA of \$100,000; and
5. The deterrent effect of the penalty.

The amount of the Administrative Penalty is \$3,500

Pursuant to Section 3 of the Administrative Penalties (*Consumer Protection Act*) Regulation, you are required to submit payment within **thirty (30) days** of the date of service of this notice. Failure to pay the Administrative Penalty will result in a review of the licence status. Payment may be made payable to the **"Government of Alberta" and sent to AMVIC** at:

Suite 303, 9945 – 50th Street
Edmonton, AB T6A 0L4.

If payment has not been received in this time period, the Notice may be filed in the Court of King's Bench and enforced as a judgement of that Court pursuant to Section 158.4 of the CPA and further disciplinary action will be considered.

Section 179 of the CPA allows a person who has been served a notice of Administrative Penalty to appeal the penalty. To appeal the penalty, the person must serve the Minister of Service Alberta and Red Tape Reduction.

Minister of Service Alberta and Red Tape Reduction
103 Legislature Building

10800 - 97 Avenue NW
Edmonton, AB
Canada T5K 2B6

with a notice of appeal within **thirty (30) days** after receiving the notice of Administrative Penalty. The appeal notice must contain your name, your address for service, details of the decision being appealed and your reasons for appealing.

Pursuant to Section 180(4) of the CPA, service of a notice of appeal operates to stay the Administrative Penalty until the appeal board renders its decision on the appeal or the appeal is withdrawn. Under Section 4 of the Administrative Penalties (*Consumer Protection Act*) Regulation, the fee for appealing an Administrative Penalty is the lesser of \$1,000 or half the amount of the penalty. As such, the fee for an appeal of this Administrative Penalty, should you choose to file one, would be \$1,000. Should you choose to appeal this Administrative Penalty, you must send the appeal fee to the Minister of Service Alberta and Red Tape Reduction at the above noted address, made payable to the "Government of Alberta".

Yours truly,

"original signed by"

Alberta Motor Vehicle Industry Council (AMVIC)
Gerald Gervais
Director of Fair Trading (as Delegated)

GG/ks
Encl.

cc: [REDACTED], Senior Manager of Investigations, AMVIC