

DISCIPLINE TRIBUNAL
OF THE ONTARIO MOTOR VEHICLE INDUSTRY COUNCIL

PANEL:	Mr. Robert MacKay, Chair	Public Member
	Mr. Paul Eros	Registrant
	Mr. Jon Lemaire	Registrant

DISCIPLINE DECISION

IN THE MATTER OF A DISCIPLINE HEARING HELD PURSUANT TO THE MOTOR
VEHICLE DEALERS ACT 2002, S.O. 2002, C.30, Sch. B

BETWEEN :

Appearances¹:

**ONTARIO MOTOR VEHICLE
INDUSTRY COUNCIL**

Mr. Rishi Nageshar
for OMVIC

- and -

Ed Learn Ford Lincoln (2017) LTD.

Mr. Justin Jakubiak for
the Registrants

And

Mr. Frank Trivieri

And

Mr. Andrew Langendoen

Date of Hearing: February 9, 10, 11
and April 1, 2026

¹ Also present at the hearing were independent legal counsel to the Panel Mr. Edward Marrocco, and Hearing Administrator Ms Ayat Noori, who recorded the hearing.

Findings:

Mr. Frank Trivieri has breached the following section of the *Code of Ethics O. Reg 332/08*:

Accountability

s. 6(2) A registered salesperson shall not do or omit to do anything that causes the registered motor vehicle dealer who employs or retains the salesperson to contravene this Regulation or any applicable law with respect to trading in motor vehicles.

DECISION AND REASONS

Introduction

1. This was a hearing before a panel of the Discipline Tribunal (the "Panel") of the Ontario Motor Vehicle Industry Council ("OMVIC") pursuant to section 17 of the *Motor Vehicle Dealers Act, 2002*, S.O. 2002, c. 30, Schedule B ("MVDA"). OMVIC has a mandate to maintain a fair and informed marketplace by protecting the rights of consumers, enhancing industry professionalism, and ensuring fair, honest, and open competition for registered motor vehicle dealers.
2. The hearing was convened February 9, and continued February 10, 11 and April 1, 2026 (the "Hearing"). The Hearing was held virtually by videoconference.
3. At the conclusion of the Hearing the parties were invited, and agreed, to provide their closing submissions in writing to the Panel. A process and timeline were agreed to and accordingly fixed by the Panel on the record. The Panel also invited and received advice from its Independent Legal Counsel as part of that written process. As is the usual course, the parties were given an opportunity to comment on the independent advice, also in writing. The Panel reviewed and considered all the written submissions and the independent legal advice prior to its deliberations.

The Allegations

4. The allegations in this matter are set out in a Notice of Referral to the Discipline Tribunal (the "NORD"), dated June 1, 2024, entered as Exhibit 1 at the hearing. The NORD alleges contraventions of *O. Reg. 332/08* made under the MVDA (the "Code of Ethics") against three respondents – Ed Learn Ford Lincoln (2017) LTD. o/a Ed Learn Ford Lincoln (the "Dealer"), Mr. Frank Trivieri ("Mr. Trivieri"), and Mr. Andrew Langendoen ("Mr. Langendoen"), referred to collectively throughout these reasons as (the "Registrants").
5. The Panel summarizes and defines the allegations below simply for ease of reference. The NORD is attached to these reasons as "**Appendix A**".

Allegation 1 (against the Dealer) – the NORD alleges that the Dealer failed to return a consumer's deposit on a 2023 Ford F-150 when it was required to do so in contravention of section 38 of *O. Reg 333/08* made under the MVDA and thereby contravened sections 6(1) and 9(1) of the *Code of Ethics*.²

Allegation 2 (against Mr. Trivieri) – the NORD alleges that Mr. Trivieri caused the Dealer to violate the MVDA and the *Code of Ethics* by directing the unlawful retention of the consumer deposit pertaining to the same Ford F-150 noted above and that Mr. Trivieri thereby personally breached sections 6(2) and 9(1) of the *Code of Ethics*.³

Allegation 3 (against Mr. Langendoen) – the NORD alleges that Mr. Langendoen: (1) was not clear and truthful in describing the features of the motor vehicles the Dealer trades, specifically by stating that black leather interior was not available on 2023 Ford F-150s in contravention of sections 4(1) and 4(2) of the *Code of Ethics*; and (2) yelled at a consumer and falsely indicated that the

² NORD paragraphs [15] and [16].

³ NORD paragraphs [21] and [22].

consumer had to proceed with the purchase of the 2023 Ford F-150 noted above in Allegations 1 and 2 in contravention of sections 8(1) and 9(1) of the *Code of Ethics*.⁴

Preliminary Matter

6. Mr. Nageshar, counsel for OMVIC, requested some amendments to the NORD. Specifically, he asked to have subsection (1) added to the references relating to sections 8 and 9 of the *Code of Ethics* as follows:
 - paragraph 16. "... sections 9 and..." , changed to "... sections 9(1) and...";
 - paragraph 20. "... sections 8 and 9 of..." , changed to "... sections 8(1) and 9(1) of..." ; and
 - paragraph 22. "...sections 6(2) and 9 of..." changed to "... sections 6(2) and 9(1) of..." .
7. Mr. Jakubiak, counsel for the Registrants, had no objection to the proposed amendments. The Panel granted the above amendments to the NORD and proceeded to consider the Allegations accordingly.

Plea of the Registrants

8. Counsel for the Registrants advised the Panel that the Registrants denied all the allegations set out in the NORD, as amended.

The Evidence

9. This matter arises from the Registrants' attempted sale of a new 2023 Ford F-150 Lariat (the "Vehicle") to Irene and Ron Mauro (the "Consumers").

⁴ NORD paragraphs [17] to [20].

10. There was no dispute among the parties with respect to the standard and burden of proof. OMVIC must establish, on a balance of probabilities, that the Registrants breached the *Code of Ethics*, as alleged in the amended NORD.
11. There was also no dispute between the parties that on or about April 1, 2023 Irene and/or Ron Mauro attended Ed Learn Ford Lincoln and met with Mr. Langendoen. They told Mr. Langendoen that they wanted to trade-in their 2020 Ford F-150 Lariat for the same vehicle but in the new 2023 model year. The Registrants did not have a vehicle on the premises meeting the needs of the Consumers. The Registrants agreed that they would work to acquire one. Irene Mauro accordingly signed a "Deal Summary" that same day and provided a \$500.00 deposit. On or about April 21, 2023, Ron Mauro advised Mr. Langendoen via text and then moments later over the phone that the Mauros would not be moving forward with the purchase of the Vehicle. Mr. Trivieri subsequently returned the \$500.00 deposit to the Consumers on or about June 6, 2024.
12. Where the parties differ in their positions, among other things, is whether the Deal Summary is a "contract" as per section 38 of *O. Reg 333/08* made under the MVDA (the "General Regulation"). The parties also disagree about whether Mr. Langendoen misled the Consumers about the interior colour of the Vehicle. Specifically, whether he stated that the black leather interior they were seeking was not available on the 2023 model. Lastly, there was disagreement regarding whether Mr. Langendoen yelled at Ron Mauro during the April 21, 2023, phone call.
13. There were 30 exhibits entered at the Hearing. The Panel reviewed and considered all the exhibits. For ease of reference, we include the full List of Exhibits as "**Appendix B**" to these reasons.

Witnesses

14. The Panel heard testimony from four witnesses. Two were called by the prosecution, Ms Brigitte Sharpe and Mr. Tim Hines, and two called by the defence, Mr. Langendoen and Mr. Trivieri.

Brigitte Sharpe

15. Ms Sharpe was a Resolution Support Specialist at OMVIC at the relevant time. She testified about OMVIC's complaint handling process and her role investigating the Consumers' complaint against the Registrants regarding the Vehicle. She authenticated email correspondence and phone call notes that formed the bulk of OMVIC's documentary evidence. She, however, had no firsthand knowledge of the April 2023 events between the Consumers and the Dealer. She relied only on what was relayed to her from the Consumers and the Registrants. The documents entered through Ms Sharpe were primarily email communications between herself and the Consumers, and then herself and Mr. Trivieri.
16. The Panel found Ms Sharpe credible. She was honest and forthright in her demeanour and had firsthand knowledge of the processes at OMVIC when handling complaints. She provided helpful and direct testimony about dealing with complainants and registrants further to those processes. Her oral evidence was consistent with the documents filed and, as above, she authenticated many of the documents the Panel received in the course of OMVIC's case.
17. The emails and phone call notes involving the Consumers contained extensive information about the observations and actions of the Consumers. As we note above, there was no dispute that Ms Sharpe had no firsthand knowledge of what actually transpired between the Consumers and the Registrants. Nonetheless, there was no dispute that the Panel may receive this information, notwithstanding that it

could have been challenged as hearsay in a court proceeding. The Consumers themselves did not appear as witnesses at the Hearing and provided no testimony.

18. Ultimately, the Panel found it difficult to place much weight on the emails or phone call notes of the Consumers' statements. These could not be verified or tested under cross-examination. As we discuss in detail below, this was particularly relevant to Allegation 3 involving Mr. Langendoen because his testimony directly contradicted some of the statements relayed to Ms Sharpe from the Consumers.
19. In the end, the Panel was not satisfied on a balance of probabilities as to the reliability of the information provided to Ms Sharpe from the Consumers. We were also cognizant of the Registrants' right to make full answer and defence in the circumstances and the limits that arose in that regard from the absence of the Consumers as actual, direct, witnesses.

Mr. Hines

20. Mr. Hines testified as OMVIC's Director of Complaints and Inquiries. He provided evidence about the regulator's complaint handling process, including when OMVIC recommends deposit returns and how complaints are escalated after resolution efforts fail. He confirmed that where no compliant contract exists, OMVIC's position is that the deposit should be returned — as set out in the General Regulation. He however had no direct involvement in the Mauro complaint.
21. Although Mr. Hines was knowledgeable and testified in a candid manner about the way OMVIC handles complaints, he had no firsthand knowledge of the issues to be decided by the Panel. We placed little weight on his evidence and found it of minimal probative value.

Mr. Langendoen

22. The first witness for the Registrants was Mr. Langendoen. He was a Salesperson and Financial Services Manager at the Dealer at the relevant time.

23. Mr. Langendoen testified that he had a prior relationship with the Mauros and that Ron Mauro had initiated the F-150 transaction in or around February 2023. By April 1 — when Irene Mauro came in and signed the Deal Summary — they had what Mr. Langendoen considered a firm deal. In support of his view, he pointed to the fact of the deposit, the vehicle locating steps that had been taken by the Dealer, financing approval, and some aftermarket work that had been ordered by the Consumers.
24. On the interior colour issue, he testified that the Deal Summary description ("Black Lthr Trimmed Bucket") was auto-populated from Ford Canada's window sticker data and could not be manually overwritten. The evidence of Mr. Langendoen was that Mr. Mauro had asked him to get the new version of the truck he was already driving — an F-150 with the Lariat Sport package. The 2020 Lariat Sport that the Mauros had, was equipped with a plain black interior. According to Mr. Langendoen, Ford redesigned the line between model years, and the 2023 Lariat Sport came standard with a two-tone (black and brown) interior. Mr. Langendoen went on to testify that a fully black interior was available on the F-150 but would have required a different trim package at a higher cost. According to him, before Ms Mauro signed the Deal Summary on April 1, Mr. Mauro had sat in a similar truck at the Dealer with that same two-tone interior — the only difference being exterior colour — and raised no objection to the interior. Mr. Langendoen denied making any false statements about the available interior colour options on the Vehicle. He testified that if Mr. Mauro had raised any objection to the two-tone interior, he would have pivoted to the preferred configuration and simply sourced the higher cost version of the truck.
25. Regarding the April 21 text and phone call, Mr. Langendoen denied yelling at Mr. Mauro on the cancellation call. He testified that on April 21, Ron Mauro texted him saying he was keeping his truck. Langendoen called him in response. According to Mr. Langendoen, the call was very short, and Mr. Mauro offered no explanation for backing out of the Vehicle purchase. Mr. Langendoen admitted he couldn't recall the conversation verbatim. He testified that he would have tried to get some sort of

explanation and to see if there was an objection he could overcome or whether he could pivot to some other vehicle — what he called going into "save a deal mode." But Mr. Mauro gave him nothing to work with. Mr. Langendoen categorically denied yelling at Mr. Mauro and noted that Irene Mauro was not on the call. After the call, Mr. Langendoen forwarded the matter to sales management and had no further contact with the Mauros.

26. On cross-examination, Mr. Langendoen agreed he was frustrated but maintained he did not raise his voice. He acknowledged there was no signed bill of sale and that financing terms were not finalized before the Consumers walked away. He however maintained that the totality of the steps taken, in his view, amounted to a binding agreement.
27. The Panel notes that Mr. Langendoen was reluctant to reply to some questions, indicating that he thought some were intended to "trick" him. Nonetheless, in the Panel's view, he did ultimately reply to fair questions in an honest and forthright manner. He was able to relate complete observations of what occurred during his direct interactions with the Consumers. His evidence was based on his firsthand knowledge and corroborated by exhibits. He had a clear memory of what he was recounting, indicating that this was the only time he had encountered a sale collapse of this particular nature. The Panel accepts that despite having an interest in the outcome, his version of events made good common-sense and accorded with key documents, such as the Deal Summary, text messages, window sticker, and the invoice for the initial Vehicle transfer. The Panel ultimately found the evidence of Mr. Langendoen both reliable and credible.

Mr. Trivieri

28. The final witness was Mr. Trivieri. He testified as the managing partner and Person-in-Charge of the Dealer, which he purchased with a partner in 2017. He has been registered as a motor vehicle salesperson for ten years.

29. Mr. Trivieri had no direct dealings with the Consumers until June 2024. His involvement in the matter began when he received Ms Sharpe's October 27, 2023, letter. He had not spoken to the Consumers or to anyone at OMVIC about the Vehicle before that point. In the materials filed in evidence, the Panel received a letter, dated June 2, 2023, which we understand Ms Sharpe had received from Ms Mauro. The letter is addressed to Mr. Trivieri and requests a refund of the Consumers' deposit on the Vehicle. Mr. Trivieri testified that the first time he saw this letter was in the context of this discipline process and no one at his reception recalled signing for it.

30. On or about October 30, 2023, Mr. Trivieri responded to Ms Sharpe's correspondence, providing documentation and comments in support of his position that there was a firm deal between the Dealer and the Consumers. He testified that he viewed the Deal Summary, the deposit, the Vehicle locating actions, the financing approval, and the aftermarket work as collectively establishing a binding agreement. He testified that when a customer puts down a deposit and has an approved credit application, that constitutes a deal. He acknowledged there is no bill of sale in this matter - which he explained ordinarily serves as a final document signed at pickup. However, he maintained that a bill of sale is not, in his view, a precondition to a binding agreement.

31. After two further email exchanges on October 31, Ms Sharpe replied on November 1, 2023, saying she would advise the consumer the deposit would not be returned and the file would be closed.

32. Mr. Trivieri took Ms Sharpe's November 1 comments as confirmation that OMVIC had accepted his position. He thanked her and heard nothing further. Mr. Trivieri was unequivocal that he was never informed Ms Sharpe had any remaining concerns or that the file would be escalated. He testified that he expected OMVIC to

treat the Dealer the same way it treated a consumer, and that the communication he received from Ms Sharpe influenced his decision to retain the deposit.

33. The NORD arrived June 1, 2024. Trivieri testified that after making some inquiries through his CFO, he came to understand on or around June 6, 2024, that the Dealer may have been in breach of the General Regulation for failing to return the deposit. He testified that he returned the deposit the same day he formed that understanding. There is no dispute that Mr. Trivieri personally delivered the refund cheque to Ms Mauro and apologized.
34. On cross-examination, Mr. Trivieri acknowledged that the Deal Summary is not a bill of sale, that he did not return the deposit when OMVIC first contacted him, and that his view only changed after receiving the NORD. He agreed the complaint file closed November 1, 2023, and that he believed everything was resolved until the NORD arrived seven months later. He was pressed on whether Ms Sharpe's recommendation would have changed his conduct. He testified that if she had told him he was in breach, he would have returned the money — just as he did in June of 2024. He emphasized that in his view OMVIC delivered conflicting messages to the Dealer and the Consumer, and that Ms Sharpe's failure to clearly communicate her concerns was a material factor in the delayed repayment.
35. The Panel found Mr. Trivieri forthright in his evidence. He appeared honest in his demeanour and made fair concessions when appropriate. He also freely admitted when he did not have an answer to a question. He was candid about having never been present for any interactions with the Consumers. His evidence with respect to how the Dealer functioned and interacted with customers made good common-sense and all of his testimony accorded with the applicable documents filed in evidence. The Panel was satisfied that Mr. Trivieri gave evidence about things that he directly saw, heard, and participated in. His evidence was both credible and

reliable. He was consistent throughout and had a clear memory of the matters he testified to.

Decision and Reasons on the Allegations

Allegation 1 – the Dealer

36. OMVIC argued that the Dealer did not return the Consumers' deposit "immediately" as required under Section 38 of the General Regulation. This particular section, titled "Deposits given before contract made", comes into play when a deposit is made before a non-registrant purchaser has entered into a "contract" for the purchase of the vehicle.
37. The Panel had to accordingly consider two issues on the section 38 question: (1) was there a "contract" as contemplated by section 38 of the General Regulation; and (2) if not, was the deposit returned immediately.
38. On the first issue, OMVIC submitted that the Deal Summary is not a "contract for sale" as it doesn't meet the requirements of "Contracts for sales of new motor vehicles" listed under subsection 39(2) of the General Regulation.
39. Mr Jakubiak, on behalf of the Registrants, submitted in response that the deposit was retained based on a reasonable interpretation of the regulatory framework and a reasonable misunderstanding of OMVIC's position as presented by Brigitte Sharpe. He argued that the Panel should look to the broader facts and then ask whether, on the whole, there was a common law basis to find a contract (offer, acceptance, consideration, and performance). He argued that there was a binding agreement and that a contract for the purposes of section 38 does not necessarily require everything contemplated under subsection 39(2).
40. On the first question, the Panel is not satisfied that the Deal Summary is a contract as contemplated under section 38. The Panel reviewed the Deal Summary and compared it to the requirements under subsection 39(2). There are 27 individually specified and particularized requirements which the regulation states "shall" be

included when a motor vehicle dealer enters a contract to sell a new motor vehicle to a purchaser who is not also a registered motor vehicle dealer.

41. The MVDA is consumer protection legislation, and these requirements are clearly mandatory. There was ultimately no dispute that the Deal Summary does not contain all the requirements directed under subsection 39(2). Indeed, it's plain on the face of the document that it does not. In these circumstances, the Panel is satisfied that the first question is answered in the negative – in this case there was no contract as required under section 38.
42. The second question is therefore whether the deposit was immediately returned. For this, we consider the evidence surrounding how the return was requested.
43. Section 38 directs that when a consumer “requests the return of the deposit” ... “the dealer shall immediately return the deposit”. The Consumer advised OMVIC that she requested the deposit back by way of the June 2, 2023, letter sent to Mr. Trivieri which we note above. Ms Mauro indicates in her correspondence to OMVIC that the letter was sent by registered mail but the scan she enclosed to OMVIC does not confirm this. The Panel understood, based on answers provided by Ms Sharpe, that OMVIC did not request or obtain an original copy of the registered letter the Consumers claimed to have sent. Nor did OMVIC have a receipt confirming the method through which it was mailed.
44. As above, Mr. Trivieri stated that he never received this letter. Given the evidence of Mr. Trivieri, and only hearsay evidence to support that it was sent at all, the Panel is not prepared to accept OMVIC's notes or Ms Sharpe's indirect knowledge as sufficient to discharge OMVIC's burden on this point. We accordingly find that the first time the Dealer became aware that the Consumers were requesting the deposit back is in the initial October 27, 2023, correspondence from Ms Sharpe to the Dealer. This was more than 5 months after the Vehicle purchase had been cancelled by the Consumers. There is no dispute that the deposit was not returned to the Consumers until June 6, 2024, some seven months after learning of this belated request for its return.

45. In the above circumstances, we are satisfied on the evidence that the deposit was not returned immediately as contemplated by section 38 of the General Regulation. The Panel must now consider whether this factual determination gives rise to any breach of the Code of Ethics.
46. The question under subsection 6(1) of the Code of Ethics is whether the Dealer failed to ensure that Mr. Trivieri, a registered salesperson in its employ, carried out his duties in compliance with the Code. The Panel finds that it did not.
47. Mr. Trivieri is the Person-in-Charge of the Dealer's day-to-day operations. The decision not to return the deposit was his to make, and he made it in good faith based on his understanding of the regulatory framework — an understanding reinforced by the communications he received from OMVIC. There was no failure of dealer oversight that caused or contributed to the contravention of Mr. Trivieri.
48. As to Section 9(1), the Panel does not find that the conduct of the Dealer would reasonably be regarded as disgraceful, dishonourable, unprofessional or unbecoming. As we will discuss in more detail below, OMVIC led no evidence of any form of moral failure on the part of any of the Registrants. There was no evidence of dishonesty or conduct that could bring shame upon the broader profession. In circumstances where there is no evidence of a monitoring or policy failure on the part of the Dealer, we find no grounds upon which to substantiate any conduct which could reasonably be regarded as unprofessional or conduct unbecoming. The Panel makes no finding against the Dealer under Sections 6(1) or 9(1) of the Code of Ethics.

Allegation 2 – Mr. Trivieri

49. The undisputed evidence before the Panel was that Mr. Trivieri made all decisions pertaining to the withholding and ultimate return of the refund. There was no suggestion that the Dealer failed to ensure Mr. Trivieri carried out his duties or that any form of reporting, monitoring, or supervisory error within the Dealer contributed

to these events. We are satisfied on a balance of probabilities that the actions of Mr. Trivieri failed to comply with section 38 of the General Regulation.

50. Subsection 6(2) of the Code of Ethics states that a registered salesperson shall not do or omit to do anything that causes the registered motor vehicle dealer who employs or retains the salesperson to contravene this Regulation or any applicable law with respect to trading in motor vehicles.

51. Mr. Trivieri made the decision not to refund the deposit in October 2023 after receiving correspondence from Ms Sharpe advising of the refund request. In doing so, he caused the Dealer to contravene section 38 of the General Regulation.

52. On these facts Mr. Trivieri breached subsection 6(2) of the *Code of Ethics*.

53. However, there was no unprofessionalism of any kind on the part of Mr. Trivieri. We do not find any breach of subsection 9(1) in this case. The Registrants erroneously believed they had a firm deal with the Consumers. The actions of the Registrants between April 1, 2023, and April 21, 2023, substantiate that they had interpreted the regulatory requirement of a "sales contract" as being achieved. Those actions included, but were not limited to:

- Sourcing the Vehicle which they believed met the requirements of the Consumers.
- Having the Vehicle transferred to the Dealer from another dealership.
- Seeking and obtaining financing for the Vehicle from FORD Credit.
- Mr. Trivieri striping the Vehicle to indicate it had been sold.
- Tinting the windows of the Vehicle to the Consumers' specifications.
- Applying or intending to apply Spray in liner – Linex.
- Having, at least one, of the Consumers come in to see the Vehicle at the dealership twice.
- Active communication with the Consumers about rim selections for the Vehicle.

54. These activities undertaken by the Registrants were persuasive to the Panel that the Registrants genuinely perceived the Deal Summary and the deposit meant they had a deal.
55. Once Ms Sharpe had received the position of the Dealer on the issues raised in the complaint, she sent a final email to Mr. Trivieri on November 1, 2023. In that email, Ms Sharpe writes "I will advise the consumer that the deposit will not be returned to her, and the file will then be closed."
56. On that same day, Ms Sharpe apparently spoke to the Consumer and created a phone call note⁵ that includes, "I advised the cons the dlr was in breach as no BOS was signed and that the file would be escalated for a review." The Dealer was not advised of an alleged breach nor that the file would be escalated.
57. These opposite messages were being delivered from OMVIC to the Complainant and Registrants at the same time. While this does not change the factual determinations made above, the Panel hereby notes concern with the way these communications unfolded. Mr. Trivieri's same day reply to Ms Sharpe's file closure confirmation clearly suggests Mr. Trivieri believed Ms Sharpe had accepted the Dealer's belief they had a deal and could retain the deposit:

*"Thank you Brigitte for your time and your support. I sincerely appreciate both!!!! Have a great week and if there is anything else you need, please don't hesitate to reach out to me anytime.
Frank"*⁶

58. The Panel accepts that a lack of clarity about what closing the file meant could have reasonably led Mr. Trivieri to believe that the matter was resolved. We also accept that this could reasonably influence the decision of Mr. Trivieri to retain or return the deposit.
59. Subsection 9(1) of the *Code of Ethics* states that in carrying on business, a registrant shall not engage in any act or omission that, having regard to all of the

⁵ Exhibit 21.

⁶ Exhibit 24.

circumstances, would reasonably be regarded as disgraceful, dishonourable, unprofessional or unbecoming of a registrant.

60. It is for the Panel to decide what would reasonably be regarded as disgraceful, dishonourable, or unprofessional in all of the circumstances. As we note above, there was no evidence whatsoever of any moral failing on the part of Mr. Trivieri. He has done nothing which would bring shame upon himself or the profession and there is no evidence of any dishonest or malicious intention on his part. There is no basis to ground any finding of disgraceful or dishonourable conduct.
61. When we consider whether this conduct could be regarded as unprofessional or unbecoming, we are ultimately persuaded by the broader circumstances of this case and find that the answer to this question is “no”.
62. The fact that Mr. Trivieri personally hand delivered the refund to Ms Mauro along with an apology in 2024 is not a defence. However, it does support that in all of the circumstances, there is no conduct here that falls below the standard of competence, diligence or propriety of a person engaged in the motor vehicle sales industry. In all of the circumstances, what Mr. Trivieri did was an honest error. Attempting to operate in good faith, albeit imperfectly, is not inconsistent with the standards of behaviour expected of a registrant.
63. In the end, Mr. Trivieri had an honest but misinformed belief that he was not required to return the deposit for the Vehicle. In all of the circumstances, and particularly when we consider the double standard of the correspondence from Ms Sharpe, his belief was honest and reasonable. We are not persuaded that in all the circumstances of this case one could reasonably regard what Mr. Trivieri did as being contrary to the professionalism components of subsection 9(1). We do not find a breach of subsection 9(1) of the *Code of Ethics* as against Mr. Trivieri.

Allegation 3 – Mr. Langendoen

64. OMVIC argued that the concerns of the Consumer about the interior colours were expressed in several communications with OMVIC. The Panel indeed saw evidence

of this in a phone call record from the Consumer to an OMVIC representative (not Ms Sharpe) on July 7, 2023⁷, an August 12, 2023, email from the Consumer to Ms Sharpe⁸, and a phone call from the Consumer to Ms Sharpe November 1, 2023⁹. None of these establish if or when the Consumer brought the concern about the interior being two-tone black and brown not solid black to the attention of Mr. Langendoen. OMVIC intake notes on the complaint suggest that Mr. Langendoen potentially became aware of the interior issues “when the car was brought in for viewing.”¹⁰ The evidence of Mr. Langendoen however contradicts that entirely and was not unsettled in cross-examination.

65. The contemporaneous records in evidence do not support OMVIC’s theory of the case as against Mr. Langendoen. Text messages¹¹ between the Consumer and Mr. Langendoen reveal that the Vehicle arrived at the dealership April 10, 2023. The Consumer was coming in to see it “around 6:30” that day. Text exchanges the next day show the Consumer continued to review and discuss aftermarket rims for the Vehicle. On April 11, 2023, the Consumer texts “Can I come see you I’m not far”. Mr. Langendoen replies, “Sure Pop by”. On April 12, 2023, the Consumer agrees to specific rims and orders them. After hearing they are not available, the Consumer asks Mr. Langendoen to try the US and agrees to pay for the delivery. These communications are not consistent with the Consumers being dissatisfied with the two-tone interior.

66. The Deal Summary reports the interior of the Vehicle as “BLACK LTHR TRIMMED BUCKET”. It was the evidence of Mr. Langendoen that the description of the interior gets populated on the Deal Summary from Ford Motor Company via the window sticker and they cannot manually type over it. The Panel accepts the evidence of Mr. Langendoen in this regard as, once again, he was not unsettled on it in cross-examination.

⁷ Exhibit 3.

⁸ Exhibit 6.

⁹ Exhibit 21.

¹⁰Exhibit 3, 8th bullet.

¹¹ Exhibit 26.

67. OMVIC relies on phone call notes from a call on July 7, 2023, in which the Consumer is noted to say to an OMVIC representative (not Ms Sharpe) “they were lied to by the SP who said F150 does not make solid interior...¹²”. Ms Sharpe read this note into the record at the Hearing. The Panel cannot attach any significant weight to this kind of evidence. It is akin to double hearsay at best and is not convincing despite being admissible.
68. As we note earlier, it was the evidence of Mr. Langendoen that a black interior would have been available using a different trim package. He stated unequivocally that had there been an objection to the two-tone he would have pivoted to the more expensive configuration right out of the gate.
69. We are not persuaded that Mr. Langendoen lied about an interior colour availability. OMVIC has not discharged its burden of proof in respect of any allegations against Mr. Langendoen. Even if OMVIC’s evidence had persuaded us – which it did not – we prefer the direct testimony of Mr. Langendoen over the position of the Consumer as read in by Ms Sharpe. The uncorroborated emails and phone call notes offered by OMVIC are the only evidence of alleged untruthfulness by Mr. Langendoen. They do not establish any breaches of section 4 of the Code of Ethics.
70. Similarly, we do not find that Mr. Langendoen yelled at Ron or Irene Mauro when they terminated their interest in the Vehicle. OMVIC counsel, Mr. Nageshar, again relies solely on the emails from the Consumer to Ms Sharpe to establish that Mr. Langendoen yelled at Mr. Mauro. As discussed above, the assertions in the emails and phone call notes from the Consumer to Ms Sharpe were untested. We find them unreliable and particularly unconvincing when put against the evidence of Mr. Langendoen.
71. Mr. Langendoen categorically denied yelling at the Consumer. The Panel is not persuaded that it is more likely than not that Mr. Langendoen yelled at the Mauros at any time. Mr. Langendoen, in his own words, was going into “save a deal” mode. The evidence of Mr. Langendoen in this regard was far more cogent. It was

¹² Exhibit 3, page 24.

common-sense and delivered honestly without being disturbed on cross-examination. We accept it. We make no findings of breaches of sections 8(1) or 9(1) of the *Code of Ethics* as against Mr. Langendoen.

FINDINGS

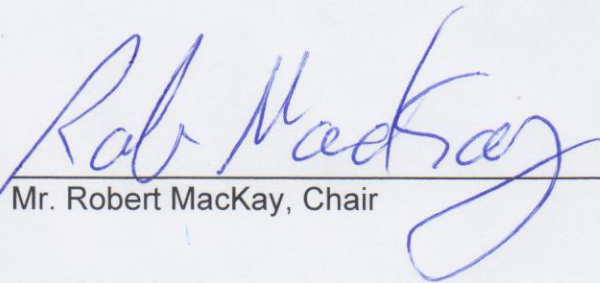
Mr. Trivieri has breached the following section of the *Code of Ethics O. Reg 332/08*:

Accountability

s. 6(2) A registered salesperson shall not do or omit to do anything that causes the registered motor vehicle dealer who employs or retains the salesperson to contravene this Regulation or any applicable law with respect to trading in motor vehicles.

72. The parties shall schedule a hearing through the Hearings Office to make submissions with respect to any final order sought.

73. I, Robert MacKay, sign this decision and reasons for the decision as Chair of this discipline Panel and on behalf of the members of the discipline Panel as listed below.



Mr. Robert MacKay, Chair

Date: May 13, 2026

Panel Members:

Mr. Paul Eros
Mr. Jon Lemaire
Mr. Robert MacKay

Appendix "A"

SENT VIA E-MAIL

DISCIPLINE TRIBUNAL OF THE ONTARIO MOTOR VEHICLE INDUSTRY

COUNCIL IN THE MATTER BEFORE THE DISCIPLINE TRIBUNAL HELD

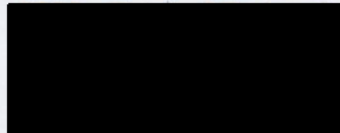
**PURSUANT TO THE
MOTOR VEHICLE DEALERS ACT, 2002, S.O. 2002, c.30, Sch. B**

TO: ED LEARN FORD LINCOLN (2017) LTD. o/a ED
LEARN FORD LINCOLN
375 Ontario St,
St. Catharines, ON, L2R 5L3

AND TO: FRANK TRIVIERI



AND TO: ANDREW LANGENDOEN



NOTICE OF REFERRAL TO DISCIPLINE TRIBUNAL

Take notice that pursuant to section 14(4) 4 of the *Motor Vehicle Dealers Act, 2002*, (the "Act"), the Registrar has referred the complaint(s) against ED LEARN FORD LINCOLN (2017) LTD. o/a ED LEARN FORD LINCOLN, FRANK TRIVIERI, and ANDREW LANGENDOEN to the Discipline Tribunal for alleged violations under the Code of Ethics, as set out in Ontario Regulation 332/08.

REASONS

Section 17 of the Act establishes a Discipline Tribunal and empowers the Discipline Tribunal to hear and determine issues concerning alleged breaches of the Code of Ethics. The Code of Ethics applies to all Registrants registered under the Act. Any Registrants that disregard or violate the Code of Ethics are subject to having their conduct reviewed by the Discipline

Tribunal. The Code of Ethics requires that all Registrants conduct business with Integrity, Accountability, Compliance, Respect and Professional as well as ensuring that requirements are met when it comes to Disclosure and Marketing and the Disclosure of Information in Sale and Lease Contracts.

PARTICULARS

The reasons for this notice are:

BACKGROUND:

1. Ed Learn Ford Lincoln (2017) Ltd. o/a Ed Learn Ford Lincoln (the "Dealer") is currently registered under the Act as a motor vehicle dealer. The Dealer was originally registered on or about March 16, 2017.
2. Frank Trivieri ("Trivieri") is currently registered under the Act as a motor vehicle salesperson. Trivieri was originally registered on or about February 6, 2015. Trivieri is the Person-in-Charge of the day-to-day activities of the Dealer.
3. Andrew Langendoen ("Langendoen") is currently registered under the Act as a motor vehicle salesperson. Langendoen was originally registered on or about July 9, 2012. Langendoen is a finance manager employed by the Dealer.

False Representations When Describing a Motor Vehicle

4. On or about April 1, 2023, a consumer attended the Dealer's premises to trade in a 2020 Ford F-150 for a 2023 Ford F-150. The consumer met with Langendoen, who acted on behalf of the Dealer, to facilitate the trade.
5. The consumer signed a "Deal Summary" that indicated they would receive a new 2023 Ford F-150 with "Oxford White" exterior and "Black, Leather-Trimmed Bucket Seats" interior.
6. The consumer did not sign a bill of sale for the purchase of the vehicle. The consumer paid a \$500 deposit on or around April 1, 2023.
7. Shortly thereafter, Langendoen advised the consumer that the 2023 Ford F-150 arrived at the Dealer's premises. Upon viewing the vehicle, the consumer discovered that the interior was not black, rather it was brown and black. Thereby, Langendoen falsely indicated on the Dealer Summary that the interior of the vehicle would be black.
8. The consumer expressed dissatisfaction with the interior of the 2023 Ford F-150. Langendoen advised the consumer that this (the brown and black interior) was the interior that new Ford F-150s came with. This representation was false, and the consumer was able to find black interior at a different dealer.

Disrespectful Conduct

9. After viewing the vehicle, the consumer advised Langendoen that they were not interested in purchasing the 2023 Ford F-150. Langendoen responded by yelling at the consumer and making a statement to the effect that the consumer would have to proceed with the transaction.

Failure to Return Deposit

10. The consumer requested that the Dealer return the \$500 deposit, for which s/he was entitled to because the consumer had not signed a bill of sale.
11. On or around June 2, 2023, the consumer sent a letter to the Dealer which was addressed to Trivieri. The letter requested that the Dealer return the consumer's \$500 deposit.
12. The Dealer and Trivieri failed to respond to the consumer's letter.
13. On or about October 27, 2023, a representative of the Registrar sent correspondence to Trivieri indicating that because the consumer did not sign a purchase agreement, the Dealer had to return the consumer's deposit.
14. On or about October 30, 2023, Trivieri responded to the Representative and indicated that the Dealer would be keeping the consumer's deposit because of the expense incurred by the Dealer to bring in the 2023 Ford F-150.

Dealer's Non-Compliance

15. The Dealer failed to return the consumer's deposit when it was required to do so and thereby violated section 38 of O. Reg. 333/08.
16. Therefore, the Dealer contravened sections 9 and 6(1) of the Code of Ethics of O. Reg. 332/08 (the "COE").

Langendoen's Non-Compliance

17. Langendoen was not clear and truthful in describing the features of the motor vehicles the Dealer trades, specifically by stating that black leather interior was not available on 2023 Ford F-150s.
18. Therefore, Langendoen contravened sections 4(1) and 4(2) of the COE.
19. Langendoen engaged in conduct that would reasonably be regarded as insulting to human dignity and integrity by yelling at the consumer and falsely indicating that the consumer had to proceed with the purchase.
20. Therefore, Langendoen contravened sections 8 and 9 of the COE.

Trivieri's Contravention of the Code of Ethics

21. Trivieri caused the Dealer to violate the Act and its Regulations by unlawfully retaining the consumer's deposit.
22. Therefore, Trivieri violated sections 6(2) and 9 of the COE.

The Registrant(s) may provide a written response to the particulars set out above to OMVIC within 15 days of service of this Notice to: legal_dept@omvic.on.ca

If the Discipline Tribunal makes a determination that a registrant has failed to comply with the Code of Ethics, it may order one or more of the following:

- A fine up to \$25,000 per party;
- Require the registrant to take further educational courses;
- If the registrant is a motor vehicle dealer, require the dealer to arrange and fund educational courses for salespersons employed by the dealer;
- Award costs.

This Notice of Referral to Discipline ("NORD") and decisions of the Discipline Tribunal may be published. Hearings before the Discipline Tribunal may be recorded and are open to the public.

APPLICATION OF THE STATUTORY POWERS PROCEDURE ACT

The *Statutory Powers Procedure Act, R.S.O 1990 c.s.22*, applies to the hearing to be held by this Discipline Tribunal. A party to a proceeding may be represented by counsel or an agent.

The good character, propriety of conduct or competence of the Registrant(s) shall be an issue in any hearing before the Discipline Tribunal and reasonable information of allegations with respect thereto has been furnished.

The Rules of Practice of the Discipline Tribunal will apply and are available on OMVIC's website. A Notice of Hearing and disclosure will be provided in accordance with the Rules of Practice of the Discipline Tribunal.

Take note that as per the Rules of Practice, failure to attend a hearing before the Discipline Tribunal may result in a decision being determined *ex parte* (in your absence).

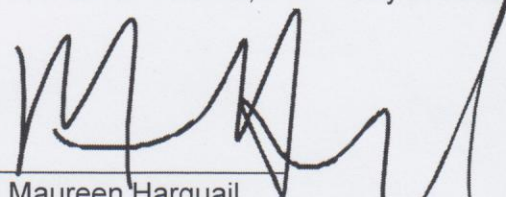
APPLICATION OF THE RULES OF PRACTICE OF THE DISCIPLINE TRIBUNAL

This is to serve notice that OMVIC may make application for its costs, pursuant to Rule 13 of the Rules of Practice.

FURTHER PARTICULARS/SUPPLEMENTAL NOTICE

The Registrar may provide further and other particulars in respect of any other matters herein or in respect to any other matter including further particulars of violations of the Code of Ethics.

DATED at Toronto, this 1st day of June, 2024



Maureen Harquail
Registrar, *Motor Vehicle Dealers Act, 2002*

Appendix "B"

1. NORD – JUNE 1, 2024
2. Director's Certificates
3. Intake Notes - July 7, 2023
4. Email Out – July 24, 2023
5. Email from I. Mauro to B. Sharpe - July 29, 2023
6. Email from I. Mauro to B. Sharpe - August 12, 2023
7. Email from B. Sharpe to I. Mauro – August 15, 2023
8. Email from I. Mauro to B. Sharpe - August 15, 2023
9. Email from I. Mauro to B. Sharpe and Attachment – August 15, 2025 *[sic]*
10. Email from B. Sharpe to I. Mauro – September 7, 2023
11. Email from I. Mauro to B. Sharpe – October 20, 2023
12. Email from I. Mauro to B. Sharpe and Attachment – October 23, 2023
13. Email Exchange – October 26, 2023
14. Email from I. Mauro to B. Sharpe and Attachment – October 27, 2023
15. Email from B. Sharpe to F. Trivieri and Attachments – October 27, 2023
16. Email from B. Sharpe to I. Mauro - October 27, 2023
17. Email from F. Trivieri to B. Sharpe and Attachments – October 30, 2023
18. Email from B. Sharpe to F. Trivieri - October 31, 2023
19. Email from F. Trivieri to B. Sharpe – October 31, 2023
20. Email from B. Sharpe to F. Trivieri – November 1, 2023
21. Phone Call Notes – November 1, 2023
22. Closing Notes – November 1, 2023
23. Email Exchange – July 2, 2024
24. Email from F. Trivieri to B. Sharpe – November 1, 2023
25. Window Sticker
26. Text Messages
27. Original Dealer Response to NORD
28. Invoice for Vehicle Transfer
29. Window Tint Invoice
30. Fresh as Amended Statement of Response